



PROVISION OF BUS SHELTERS AND ASSOCIATED STREET FURNITURE 2009

Contract No. SC060

INVITATION TO NEGOTIATE

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Invitation to Negotiate:
Bus Shelters and Associated Street Furniture:
Contract No. SC060

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Invitation to Negotiate:

Bus Shelters and Associated Street Furniture: Contract SC060

1. Introduction

- 1.1 Reading Borough Council (“the Council”) invite tenders for **BUS SHELTER AND ASSOCIATED STREET FURNITURE** in accordance with the Specification and the Conditions of Contract set out in this document.
- 1.2 Every effort has been made to ensure that the content of this Invitation to Negotiate document is complete and accurate as possible. However, tenderers must satisfy themselves by their own investigations and enquiries that they have sufficient information and understanding about the services described within the Tender documents, including the Service Specification and Conditions of Contract, to enable them to perform the requirements of the Specification and the contract to the satisfaction of the Council.
- 1.3 The fact that Tenderers may have submitted some of the required information with any expression of interest shall not relieve Tenderers from the requirement to provide all the information sought by these Tender documents. The Council may seek additional references and may inspect (by any of its officers) any contractual work of a relevant nature being carried out by the Tenderer in order to obtain a fair and balanced view of the Tenderer’s experience in contract performance.

2. Instructions to Tenderers

- 2.1 To ensure fairness all tenderers are required to submit their tenders in accordance with these instructions therefore please read the following instructions carefully and ensure you follow them accordingly. Failure to comply could invalidate the tender.
- 2.2 In addition to any more specific obligations imposed by the Terms of the Tender documents Tenderers must satisfy the Council of their ability to manage the Services satisfactorily.
- 2.3 Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tenders are accepted, including Reading Borough Council’s Contract Procedure Rules, a copy of which may be seen by arrangement.
- 2.4 Tenders must be returned in a plain envelope, **using the official return tender label provided** for this purpose. If the tender is too bulky for an envelope, the label must be firmly attached to the outer packaging of the tender submission. Each tender must be returned separately using the official return label provided. Tenders should be returned by registered post, datapost, recorded delivery or hand delivered using the tender label provided, which must not bear any indication of the Tenderer marked on the envelope, packaging or in the franking thereon.

- 2.5 The Council will safeguard all tenders received and open them once the official tender deadline has expired.
- 2.6 If a potential tenderer decides not to tender, the tender label must not be used to register the decision, since this can lead to confusion at the tender opening stage. A decision not to tender should be communicated in writing direct to Stephen Wise, Senior Transport Planner, Reading Borough Council, Civic Centre, Reading RG1 7AE.
- 2.7 All late tenders will be rejected. It is your responsibility to ensure that your tender is received on time and delivered to:-

**Head of Central Administration
Reading Borough Council
Committee Services
Lower Ground Floor
Civic Centre
Reading RG1 7AE**

- 2.8 Tenders must be returned not later than 12 noon on Friday 17th July, 2009.
- 2.9 **Under no circumstances will a late tender be considered** and any tenders arriving after the specified time will be returned unopened. **Tenders returned in the form of a faxed message or sent by e-mail cannot be accepted under any circumstances.**
- 2.10 The Council will not consider requests for extension of the closing date and time, but may, at its own absolute discretion extend the closing date and time stipulated in the Invitation to Tender (ITT).
- 2.11 Tenders shall remain open for acceptance for a period of three (3) months from the date for return of tenders.
- 2.12 You must not alter any of the Council's Invitation to Tender (ITT) documents.
- 2.13 Tenderers are requested to submit 3 hard copies (three) of their tender proposal.
- 2.14 The Tender must be made on the Form of Tender provided. It should be signed by the Tenderer and submitted in the manner and by the date and time stated below together with:
- a) the Certificate that the Tenders are bona fide and that there has been no collusion with any other potential contractors (Form of Tender Annex 2);
 - b) full company director details (Form of Tender Annex 3);
 - c) a description of the Tenderer's corporate and management structure with brief biographical details of the principal managers proposed to be employed in the carrying out of the requirement of the Contract,

and a description of the organisation and reporting lines of the service required (Form of Tender Annex 4);

d) Service Specification Schedule 2 (Proposed Shelters, Emergency Back Up Procedures, References)

- 2.15 The submitted tender proposal should not be bound, this is in order to facilitate photocopying of the received document by the Council.
- 2.16 In addition tenderers should submit an electronic version of their tender proposal on CD Rom (in pdf format).
- 2.17 Tender submissions may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non compliant or incomplete.
- 2.18 You should ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required. Any amendments you make to your tender, prior to submission, must be initialled and preferably noted separately.
- 2.19 Tender documents must not be transferred to anyone, other than the company named in the Invitation to Tender, without the prior specific approval of the Council in writing.
- 2.20 You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- 2.21 Reading Borough Council will not be responsible for any costs or expenses you incur in the preparation or delivery of the tender, nor with any costs or expenses incurred with the formation of a contract should your company be successful. You are deemed to have obtained at your own expense all information necessary for the preparation of your Tender.
- 2.22 Prior to the date for the return of tenders, Reading Borough Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by Reading Borough Council to every Tenderer and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is subject of such an instruction. You will be required to promptly acknowledge receipt of such instructions.
- 2.23 In preparing their bids Tenderers should be aware that the Council is seeking to achieve high quality in the provision of passenger waiting facilities and shelters for the town's extensive 'premier' bus network. The Tender Evaluation procedure is designed to provide a rigorous examination of the level of service the Tenderer intends to provide.
- 2.24 Tenderers should note that the contract will be awarded on the basis of that the documentation conforms to these tendering conditions.

- 2.25 In reaching a decision on the preferred bid the Council will assess the following factors:
- Specification and design of proposed shelters (30%);
 - Maintenance and cleaning regime arrangements (30%);
 - Company experience and trade references (10%); and
 - price (30%).
- 2.26 If deemed appropriate Tenderers may be required to present their tender submission to a panel of Council representatives prior to award of contract. Additionally Reading Borough Council may wish to visit tenderers' premises to view the facilities and systems which may be used to deliver the service.
- 2.27 Reading Borough Council are not bound to accept the lowest or any tender and shall be under no obligation to award a contract.
- 2.28 Tenderers must submit proposals for the supply of Bus Shelters and Associated Street Furniture as stipulated in the Specification. (Tender Pricing Schedule at Section B of this Invitation to Negotiate (ITN) document).
- 2.29 Where reference is made to any International, European or British Standard then you may offer an equivalent to any of these, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified.
- 2.30 All information supplied by the Council in connection with this Invitation to Negotiate (ITN) shall be treated as confidential by the Tenderer, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender. Tenderers should treat the details of their Tenders and any subsequent Contract as private and confidential.
- 2.31 All orders under the contract will be placed by means of the Council's official Purchase Orders (Oracle Orders), an example of which will be supplied to the successful tenderer(s).
- 2.32 Any request for clarification of the Invitation to Negotiate (ITN) documents must be made in writing to Reading Borough Council, Transport Planning, Civic Offices, Reading, RG1 7AE for the attention of Stephen Wise - Senior Transport Planner, email stephen.wise@reading.gov.uk. The last date for such requests to be received is **Friday 3rd July 2009 by 17:00 hours**. The Council will respond in writing and will include a description of the enquiry (but without identifying the source); this information will subsequently be conveyed to all tenderers by **Wednesday 8th July 2009**.
- 2.33 No other approach to any other employees of the Council may be made about the Tender documents or the tendering process. If any such approaches are made, this may lead to disqualification of the tender.

- 2.34 Tenderers must ensure that they are fully familiar with the nature and extent of the obligations to be met by them if their tender is accepted. Submission of a tender shall denote the Tenderer's agreement to comply with all matters referred to in the ITT document, including the Contract Terms and Conditions, the Service Specification, appendices and Instructions to Tenderers.
- 2.35 The successful tenderer will be required to execute a formal contract and until such execution the successful tender together with Reading Borough Council's written acceptance shall form a binding agreement between the two parties.
- 2.36 The planned procurement timetable is as follows:-

Invitation to Tender Document issued

Monday 8th June 2009

Tenderers Request for Clarification - Deadline

Friday 3rd July 2009 by 17:00 hours

Return date of Tender to Council

Friday 17th July 2009

Tenders assessment and recommendation

September 2009

Report to Committee/Cabinet

28th September 2009

Contract to be awarded to successful contractor(s) by

October 2009

Contract Start Date

12th December 2009

2.37 TENDER OPENING

All returned tenders are administratively controlled by the Council's Committee Services Section and dependant upon the value of the contract are opened in conjunction with Councillors and department representatives on an agreed date and time for the opening of tenders.

2.38 Tenders will be disqualified/not accepted, if:-

- Identification of tenderer marked on the return envelope/packaging
- Tender documents received after the closing date for the receipt of tenders. Tenderers must ensure that tender documents are returned no later than the time and date stipulated in the ITT documents. If the deadline is missed the tender submission will not be considered
- Tender documents sent to the wrong address - must be returned to the stated return address

- Tender documents returned in the 'open' post - not using official label
- Form of Tender not signed

2.39 The Council reserves the right to reject any Tender not complying strictly with these conditions.

2.40 **STANDSTILL PERIOD**

For procurements where EU Directives apply Reading Borough Council will, in accordance with said directive, incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Applicants have 2 working days from the notification of the award decision to request additional debriefing and that information has to be provided a minimum 3 working days before the expiry of the standstill period. Such additional information should be requested from Stephen Wise, Senior Transport Planner, Reading Borough Council, Civic Centre, Reading RG1 7AE.

2.41 The successful Tenderer will be required to provide the Services from 00:00 hrs on the 12th December 2009 or such later date as may be agreed between the Council and the Tenderer.

2.42 The Tenderer will be required to provide either a Guarantee Bond or, where the Tenderer is a subsidiary of a 'parent' or holding company, a written guarantee signed on behalf of the 'parent' or holding company. This Deed shall be sent to the Supervising officer of the Council within 28 days of written acceptance of the tender. A Deed of Undertaking in respect of the necessary guarantee is incorporated in the tender documents as Form of Tender Annex 1a (Guarantee Bond), or Annex 1b (Parent Company Deed of Guarantee) which must be completed if the Tenderer is a subsidiary company.

2.43 All Tenderers shall where appropriate use continuation sheets to complete the information where the space on the Schedules or Form of Tender is insufficient. All continuation sheets shall be affixed to the appropriate Schedule, Schedule Annex or Form or Form Annex and contain the relevant Schedule, Schedule Annex, Form or Form Annex Title and Reference Number, the company name and the signature of the Tenderer.

2.44 The Council may decide to remove certain aspects from the specification including the cleaning regime and the advertisement rights and undertake this work in-house. Tenderers are required to provide quotes (Tenders Sums 1-4 as specified in the Form of Tender) for ALL the Tender options that they would be prepared to deliver.

2.45 **Signature**

All documents requiring a signature must be signed:-

- (i) Where the Tenderer is an individual, by that individual;
- (ii) Where the Tenderer is a partnership, by two duly authorised partners;
- (iii) Where the Tenderer is a company, by two directors or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

- 2.46 Insurance; Tenders are invited on the basis that tenderers must provide a level of insurance to meet the requirements of the Contract. The minimum Public Liability cover required is £10,000,000.00.
- 2.47 The Tenderer shall ensure that each price submitted is sufficient to cover all relevant costs of operation. No subsequent adjustment of prices will be permitted other than as provided for in the contract Terms and Conditions.
- 2.48 The rates as quoted in the Tender shall remain fixed for one year from the commencement of the Contract and thereafter be revised on each anniversary in accordance with and as defined in the Terms and Conditions. An alternative inflation index may be adopted by mutual agreement.
- 2.49 Commissioning Period; The Council have allowed a period of at least 10 weeks between the formal award of contract and the introduction of services.
- 2.50 The successful Tenderer is expected to take advantage of the commissioning period to confirm and clarify details of operation, to order equipment and start manufacture of shelters, commence staff recruitment and to begin location learning and other activities conducive to a smooth introduction of the services.
- 2.51 Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender documents and any formal Contract documents arising therefrom.
- 2.52 **Correction of Errors**
Any error in any description of the Tender Documents or omission therefrom shall not vitiate the Contract nor release the Tenderer from the performance of the whole or any part of the Services according to the specification or from any of his obligations or liabilities under the Contract. Any such error or omission shall be corrected by the Supervising officer and the value of Services actually carried out shall be ascertained in accordance with the contract.
- 2.53 The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and prices stated by it in its Tender which shall (except in so far as it is otherwise provided in the Contract) cover all its obligations under the Contract and be deemed to have obtained for itself all necessary information as to risk, contingencies and any other circumstances which might reasonably influence or affect its Tender.
- 2.54 Except as otherwise expressly provided, the several documents comprising of the Contract are to be taken as mutually explanatory of one another and in the

case of any ambiguities and discrepancies the same shall be notified to the Supervising officer of the Council and be explained and adjusted by the Supervising officer who shall thereupon issue to the Tenderer appropriate instructions in writing and the Tenderer shall carry out and be bound by such instructions. Any adjustments to the Services arising therefrom shall be subject to the terms of the contract.

2.55 Warranties

The Tenderer in submitting the Form of Tender warrants and represents to and undertakes with the Council that:

- a) it has complied in all respects with the Conditions of Tendering,
- b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with the Tenderer's Form of Tender are true, complete and accurate in all respects,
- c) it has not submitted a Form of Tender or entered into the contract in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Council other than those contained in the Specification and tender documents provided by the Council,
- d) in preparing, compiling and submitting its tender it has not had unauthorised access to or made unauthorised use of any confidential information held by the Council or the Councils' employees, both past and present relating to the Services,
- e) it has full power and authority to enter into the contract and provide the Services,
- f) it is of sound financial standing and has sufficient working capital available to it to provide the Services in accordance with the contract for the entire duration of the contract period, and
- g) before submitting the Tender the Tenderer has made all necessary inspections surveys measurements and enquiries to satisfy itself as to the form and nature of the services involved and / or the extent and nature of the work, materials and labour necessary.
- h) it will indemnify the Council in respect of failure to comply with warranties and any damage caused to the Council as a result of breach of these warranties.

3. Form of Tender

CONTRACT SC060: BUS SHELTERS AND ASSOCIATED STREET FURNITURE

SECTION A: CONTRACTOR DETAILS

(To be completed by the Tenderer)

Name of Contractor:

Address:

Telephone Number:

SECTION B: DETAILS OF BID

(To be completed by the Tenderer)

SUPPLY, MAINTENANCE AND CLEANING OF BUS SHELTER AND ASSOCIATED STREET FURNITURE

I / we require payment of £..... per annum or £..... total (Tender Sum TS1) for the Supply, Maintenance and Cleaning of Bus Shelters and Associated Street Furniture in accordance with the Service Specification Schedules 1 and 2 and the Conditions of Contract.

SUPPLY AND MAINTENANCE OF BUS SHELTER AND ASSOCIATED STREET FURNITURE

I / we require payment of £..... per annum or £..... total (Tender Sum TS2) for the Supply and Maintenance of Bus Shelters and Associated Street Furniture in accordance with the Service Specification Schedules 1 and 2 and the Conditions of Contract excluding the cleaning requirements (Clauses 5.7.1 to 5.7.6).

SUPPLY, MAINTENANCE AND CLEANING OF BUS SHELTER AND ASSOCIATED STREET FURNITURE WITHOUT ADVERTISEMENT RIGHTS

I / we require payment of £..... per annum or £..... total (Tender Sum TS3) for the Supply, Maintenance and Cleaning of Bus Shelters and Associated Street Furniture in accordance with the Service Specification Schedules 1 and 2 and the Conditions of Contract excluding income from advertising.

**SUPPLY AND MAINTENANCE OF BUS SHELTER AND ASSOCIATED STREET FURNITURE
WITHOUT ADVERTISEMENT RIGHTS**

I / we require payment of £..... per annum or £..... total (Tender Sum TS4) for the Supply and Maintenance of Bus Shelters and Associated Street Furniture in accordance with the Service Specification Schedules 1 and 2 and the Conditions of Contract excluding cleaning requirements (Clauses 5.7.1 to 5.7.6) and income from advertising.

I / we undertake, and it shall be a condition of any contract, that the amount of my / our tender has not been calculated by agreement or arrangement with any person other than the Borough Council and that the amount of my / our tender has not been communicated to any person other than the Borough Council and will not be communicated to any person until after the closing date for the submission of tenders.

Signed:.....

Date:.....

Position in Company / Consortium:

SECTION C: NOTIFICATION OF ACCEPTANCE
(To be completed by the Transport Strategy Manager)

- ☐ TS1 - Supply, Maintenance and Cleaning of Bus Shelters and Associated Street Furniture
- ☐ TS2 - Supply and Maintenance of Bus Shelters and Associated Street Furniture
- ☐ TS3 - Supply, Maintenance and Cleaning of Bus Shelters and Associated Street Furniture (without advertisement rights)
- ☐ TS4 - Supply and Maintenance of Bus Shelters and Associated Street Furniture (without advertisement rights)

I hereby accept the foregoing tender(s) on behalf of Reading Borough Council.

Signed:.....

Date:.....

CONTRACT SC060 FORM OF TENDER ANNEX 1a

GUARANTEE BOND

THIS GUARANTEE BOND is made as a deed **BETWEEN** the following parties whose names and (registered office) addresses are set out in the Schedule to this Bond (the “Schedule”):-

- (1) The “Contractor” as principal
- (2) The “Guarantor” as guarantor, and
- (3) The “Employer”

WHEREAS

- (1) By a contract (the “Contract”) entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule hereto the Contractor has agreed with Employer to execute works (the “Works”) upon and subject to the terms and conditions therein set out
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitations set out in clause 2

NOW THIS DEED WITNESSES as follows:-

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the “Bond Amount”) but subject to such limitation and to Clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract
3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and

remedies of the Employer or the Guarantor against the Contract) to perform and discharge the obligations on its part set out in the contract

6. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder

GUARANTEE BOND

THE SCHEDULE

The Contractor:

The Guarantor:

The Employer:

The Contract:

The Bond Amount:

Expiry: The date of issue of the Certificate of Practical Completion which shall be conclusive evidence for the purposes of this Guarantee Bond

IN WITNESS whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this _____ day of Two thousand _____

EXECUTED AND DELIVERED as a Deed by

in the presence of:

Director

Secretary

EXECUTED AND DELIVERED as a Deed by

in the presence of:

Authorised Signatory

Authorised Signatory

CONTRACT SC060 FORM OF TENDER ANNEX 1b

PARENT COMPANY DEED OF GUARANTEE

To be completed if the Tenderer is a subsidiary company

RE: BUS SHELTERS AND ASSOCIATED STREET FURNITURE

TENDERER:

PARENT COMPANY NAME:

ADDRESS:

REGISTRATION NUMBER:

TO READING BOROUGH COUNCIL

- 1 In consideration of the Council inviting our subsidiary to tender we hereby enter into this Deed of Undertaking.
- 2 We, being the ultimate holding company of our subsidiary company, hereby irrevocably and unconditionally promise and undertake that in the event of the Form of Tender submitted by our subsidiary being accepted by the Council in accordance with the Form of Tender and conditions attached thereto, and, if requested to do so by the Council, we shall forthwith upon request properly execute and deliver to the Council a Deed of Guarantee and Indemnity to guarantee due performance by our subsidiary and indemnify the Council against loss in the form reasonably required by the Council, but subject to the insertion of such details and the making of revisions as the Council may reasonably require in the light of the terms and the nature and effect of the contract constituted by the said acceptance.

DATED this day of

SIGNED as a Deed by DIRECTOR/SECRETARY

..... DIRECTOR

CONTRACT SC060 FORM OF TENDER ANNEX 2

CERTIFICATE OF NON-COLLUSION

(also known as Bona Fide Tender)

BUS SHELTERS AND ASSOCIATED STREET FURNITURE

TENDERER:

TO READING BOROUGH COUNCIL

- 1 The essence of selective tendering is that the Client shall receive bona fide competitive tenders from all firms. In recognition of this principle, I / we certify that I / we have submitted a bona fide tender intended to be competitive and that I / we have not fixed or adjusted the amount of the Tender Sum or other rates or prices by or under or in accordance with any agreement or arrangement with any other person.
- 2 I / we also certify that I / we have not done and I / we undertake that I / we will not do at any time prior to the date of the return of tenders or any subsequently amended date for the return of tenders any of the following acts:
 - (a) communicating to a person (other than the supervising officer of the Council or their nominee in the manner specified in the tender documents) the amount or approximate amount of the Tender Sum or other amounts to be inserted in the Form of Tender;
 - (b) entering into any agreement or arrangement with any person that he will refrain from tendering or as to the amount of any tender to be submitted;
 - (c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the provision of the services any act or thing of the sort described above.
- 3 I / We acknowledge that if I / we have acted or shall act in contravention of this certificate the Council will be entitled to cancel the contract and recover from my / our firm the amount of any loss and expenses resulting from such cancellation.

SIGNED

DATE

CONTRACT SC060 FORM OF TENDER ANNEX 3

DIRECTOR / PARTNER DETAILS

<i>FULL NAME</i>	<i>ADDRESS</i>
<i>TITLE</i>	
<i>FULL NAME</i>	<i>ADDRESS</i>
<i>TITLE</i>	
<i>FULL NAME</i>	<i>ADDRESS</i>
<i>TITLE</i>	
<i>FULL NAME</i>	<i>ADDRESS</i>
<i>TITLE</i>	
<i>FULL NAME</i>	<i>ADDRESS</i>
<i>TITLE</i>	
<i>FULL NAME</i>	<i>ADDRESS</i>
<i>TITLE</i>	

Please indicate the line management / supervisory arrangements that will apply to this contract

4. Service Specification: Schedule 1

Service Summary: BUS SHELTER AND ASSOCIATED STREET FURNITURE

To Commence: 12 December 2009

Duration: 15 years

Details: The Contractor has agreed to erect bus shelters and freestanding units in that Area subject to the Council's authority as defined below and in the Contract documentation and the Council has agreed to grant the Contractor in return the right to display advertisements on such bus shelters and freestanding units in the said Area upon the terms and conditions hereinafter appearing.

This Service Specification accompanies the Contract SC060 Bus Shelters and Associates Street Furniture document.

Supply of Shelters: The Contractor shall supply and install Bus Shelters on all the Sites in the 'Area' of such type or types from its current range of Shelters. The 'Area' within which Shelters are to be maintained is the area subject to the Administrative control of Reading Borough Council. A map outlining the 'Area' is specified in Schedule 1 Annex 1.

There are currently 245 shelters in the Area which will be included in this agreement. At a number of these sites individual shelters have been combined to form larger waiting areas and it is the Contractor's obligation to supply replacements for all 245 shelters.

The Council requires all shelters to be replaced within an agreed implementation phase with the Council and the incumbent from the commencement of this agreement.

Of the current 245 shelters, 110 have advertisement panels and will be required to have replacement shelters installed with advertisement panels, however, there may be potential to provide additional advertisement shelters at other location subject to planning permission as specified in Clause 34 of the Contract. Under the terms of this agreement the contractor is entitled to use the advertisement space, however, if it is not the Contractor's intention to use the space then the Council reserves the right to sell the advertisement space.

Supply of The Contractor may install FS Units, together with all electrical

Freestanding Units (FS Units): tubes as may be required on the 9 sites specified in Schedule 1 Annex 4.

Shelter Specification: Each shelter supplied must conform to the following specification:

A shelter must consist of a rear wall of a minimum width of 2.6m (current 2 bay configuration) however the majority of shelters are currently 3.9m (3 bay configuration). Shelters must be replaced with a shelter of the same dimensions unless with prior approval from the Council. The rear wall must be constructed of durable metal or glass as the site demands. Use of polycarbonates or glass reinforced plastic (GRP) is allowed at certain sites subject to prior agreement with the Council.

Shelters must have a roof of a minimum width of 1.4m from the rear wall. The roof must be constructed of the same materials as those specified in Clause 3.3.2 (above) for the rear wall. The roof must provide adequate shelter and be a minimum height of 2.1m from the finished footway to the base of any potential RTP1 unit as defined below. At a small number of locations there is a requirement for a narrow roof and details of these are found in Schedule 1 Annex 3.

Each shelter must be supplied with a fitting to securely attach a metal flag, supplied by the Council, up to a maximum dimensions 400mm by 1,000mm.

Shelters are required to have either full or half width end panels constructed of the same materials as specified above. The Council requires shelters currently with full width end panel to be replaced with shelters with full width panels. There are a number of locations where, due to the characteristics of the site, half width end panels are required. These are specified in Schedule 1 Annex 3.

Standard (3 bay) shelters are required to have a bench with separated arm rests to allow for comfortable seating of at least 4 people. Smaller (2 bay) shelters are required to have a bench with separated arm rests but must retain a waiting area for wheelchair users as specified below and therefore the capacity can be reduced accordingly. The bench must be constructed of a durable metal and be kept clean and dry.

Shelters must provide easy access and safe and sheltered waiting area for wheelchair users.

Each shelter must have a DDRU (Double Deluxe Royal Unit) timetable display mounted on the rear wall. The DDRU must be portrait mounted with hinge opening on one side and allow front and rear display (where glass panels exist). Each DDRU

must be securely locked with a security Allen key screw. Shelters within Reading town centre, as specified in Schedule 1 Annex 3, will be required to have two DDRU's mounted within each shelter.

All shelters must have at least a courtesy light centrally located and must be lit in all hours of darkness.

All shelters must have adequate no smoking publicity to be installed and maintained by the Contractor.

Shelters must be positioned so as not to impede the progress of passing pedestrians and must not reduce the width of the available footway below 900mm.

Each shelter must be mounted on a hard standing to be supplied and maintained by the Contractor. The hard standing must be of an acceptable standard to allow smooth and safe access to the shelter and to vehicles by passengers.

The Council provides a raised kerb to allow step free access to buses at a large number of shelters across the area. It is expected that, where a raised kerb exists, the shelter is to be installed so as to allow the use of the raised kerb to access the bus. If a shelter is not installed in a manner that allows the use of the raised kerb the Contractor are responsible for re-installing the shelter at their own cost.

The Council requires shelters in Reading town centre, as identified in Schedule 1 Annex 2, to be of an appropriate style and quality for a modern city centre constructed of glass or high quality metal to provide a better passenger waiting facility.

The Council is committed to the use of innovative methods to meet the needs of transport users. The Council intends to investigate the use of Near Field Communication devices to provide ticketing or information and other transport information in the form of specific access points or 'smart posters' installed in the shelter. The Contractor must co-operate with the Council in these developments.

**Real Time
Passenger
Information:**

This specification requires that all shelters are ready and able to accommodate either of the existing Surtronic or Densitron real time passenger information (RTPI) displays as currently installed throughout the area. The Council also requires that all shelters are able to accommodate replacement screens, from Surtronic, Cityspace or other suppliers, including ceiling hung display units or wall mounted thin film transistor (tft) screens.

The requirements for a shelter to be ready for the installation of RTPI displays are as follows:

The shelter must be installed allowing for a minimum of 2.1m (2100mm) headroom between the base of a standard roof mounted (hung) RTPI unit (1000mm length x 220mm height x 250mm width) and the finished footway.

The shelter roof must incorporate the industry standard fixings for an RTPI display (M10 threaded at 700mm centres), and a 50mm cable entry point at either the centre point or at 600mm centres. This must then be at the approach end of the shelter, and covered with a removable protective plate.

The shelter should have a provision of mains power, terminating at a secure lockable enclosure within the shelter.

The enclosure should contain a second RCBO (Circuit Breaker - C type 6A rated 30mA trip) exclusively for use by an RTPI display, to ensure continued power even if the lighting circuit fails.

Wiring should be integral within the shelter to allow for retro-fitting, connection and commissioning of a standard RTPI display. These should take the form of a suitably rated mains cable run from the power enclosure to the RTPI mounting point.

The Contractor must also ensure the shelters conform with the requirements of Southern Electric Contracting (SEC) in order for SEC to connect shelters to the electricity supply. Contractors will need to provide a system that can work with a TT supply (2 wire), meaning they will need to provide a local earth at each shelter. Contractors will be required to provide test certificates showing the earth electrode resistance at each site prior to connection by SEC. In order to establish this, Contractors must undertake spike testing. In addition to this, where a site fails the spike testing, additional earth provision will need to be installed such as an earth rod.

If a shelter is not 'RTPI-ready', as detailed above and in Clauses 9.1 - 9.5 in the Contract, and requires additional work by the Contractor, the Council or another Supplier, the cost must be borne by the Contractor.

The Council requires the Contractor to liaise with the Council or its agents and the RTPI and electrical contractors in dealing with issues relating to all RTPI equipped shelter.

Installation: The Contractor shall in accordance with the Installation Programme and at its own expense in good and workmanlike manner install or procure the installation of Shelters and FS Units on all the Sites specified in Schedule 1 Annex3 in order to replace the current shelters.

The Contractor shall at its expense before commencing the works of installation take such steps as may be necessary to ascertain whether in carrying out the works there will or may likely to be any interference with statutory undertakers apparatus or any other pipes, cables or drains within or adjacent to the site of the works and if so make the appropriate arrangements to safeguard the apparatus, pipes, cables or drains as the case may be.

The Contractor must conform to the following national guidance:

- New Roads and Street Works Act (NRSWA) guidance,
- the Code of Practice for the Co-ordination of street works and works for road purposes and related matters,
- Specification for the reinstatement of openings in highways
- Safety at Street Works Code of Practice and Chapter Rates.

The Contractor shall at its own expense during the works of installation take all steps as may be reasonably necessary to avoid damage or injury as a result of the works to all persons lawfully using the highway.

The Contractor shall at its own expense on completion of the works reinstate so much of the Site as is within the highway so that the highway is left in a fit and proper state of repair.

The Contractor shall forthwith on completion of the works notify the Highway Authority in writing that the works have been completed whereupon the Highway Authority shall in writing within fifty six days of such notification notify the Contractor whether or not the highway has been reinstated satisfactorily. The Contractor will undertake to reinstate special surfaced areas to the standard of the surrounding area.

In the event that the Highway Authority or agents acting on their behalf shall notify the Contractor that the reinstatement is not satisfactory it shall give notice of each defect and the Contractor shall at its expense carry out such further work as is necessary to remedy each defect and having done so forthwith notify the Highway Authority in writing accordingly and the Highway Authority shall in turn within twenty eight days of such notification in writing

notify the Contractor whether or not the defects have been satisfactorily remedied.

The cost of connection of each shelter and each FS Unit to the nearest convenient electricity supply point shall be borne by the Contractor.

The ongoing electricity costs of the shelter light, current RTPI displays and advertisement display is to be borne by the Contractor. The electricity consumption of all additional RTPI displays is to be borne by the Council. A mechanism must be proposed by the Contractor and agreed with the Council.

Additional Shelters: Throughout the life of this contract, as a result of future developments, new bus routes and other alterations, the Council will require additional shelters to be supplied and installed at new sites by the Contractor. It is the intention of the Council that shelters installed at new sites are maintained under this agreement. The Contractor must supply to the Council what the cost will be for the provision of additional shelters and what mechanisms the Contractor will put in place for providing and maintaining additional shelters.

The Council reserves the right to install shelters or other bus stop and travel information infrastructure from alternative suppliers to be maintained by the Council outside of this agreement.

Inspection Regime: The Council expects the Contractor to undertake its own maintenance of cleaning and inspection regime to ensure adherence to the contract.

In addition the Council or its agents may undertake quality surveys of all shelters across the area reporting damaged or faulty shelters and any other defects to the Contractor as specified in the Contract.

The Council or its agents may report dangerously damaged or offensive graffiti on shelters to the Contractor by telephone for immediate action.

The Council or its agents will maintain a shelter structure list including documentation of all defective shelters and of notifications to the Contractor.

The Council will host quarterly contract meetings with the Contractor to discuss the contract performance.

In the event that a Shelter is removed, for any reason other than by instruction of the Council, the Contractor must ensure the Shelter is replaced within 28 days of removal. The cost of replacement is to be borne by the Contractor.

The Contractor will dispose of any redundant Shelters and shelter components in an environmentally friendly manner, recycling all materials wherever possible.

Supporting Information

Reading's Transport Strategy:

Reading Borough Council has sought to provide an improved waiting environment for bus passengers throughout its main routes and thus many shelters are sited adjacent to raised Kassell Kerbs, upgraded bus stop poles and other furniture. Investment by the Council in infrastructure and bus priority, and by Reading Buses in new vehicles and routes, has contributed to a growth of bus passenger numbers by 10% between 2003 and 2008. Currently there are nearly 18 million bus passenger journeys made in Reading each year.

Within the next 15 years Reading's population is likely to grow substantially with new housing developments planned for the town centre and on brownfield sites. There is also a large amount of new housing development planned by the adjoining councils. Reading has already grown significantly in the past 10 years and has substantial retail, business and leisure developments both in the town centre and along the A33 corridor.

Mass Rapid Transit:

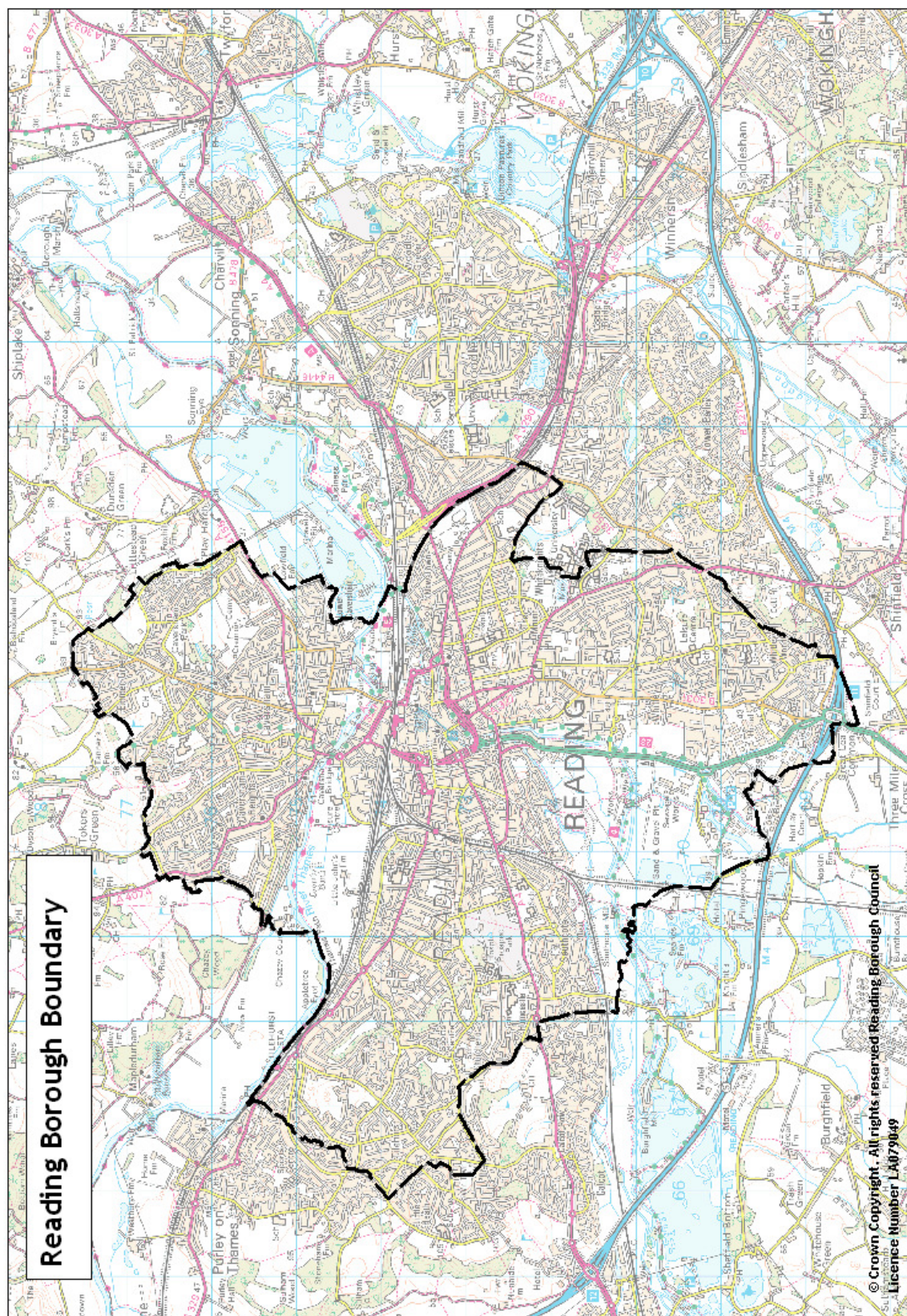
The Council sees quality public transport infrastructure as essential to the ongoing development of bus services and has plans for the development of a Mass Rapid Transit (MRT) system. It is expected that the first MRT routes are constructed and opened during the course of this agreement.

Reading Station:

The Council and Network Rail are currently involved in the rebuilding of Reading Railway Station with a completion date of 2012. The new station will create a need for three interchanges rather than the existing one on Station Hill and the existing bus shelters here will all need replacing. The station redevelopment will also affect a number of town centre roads and several bus routes may need to be completely relocated.

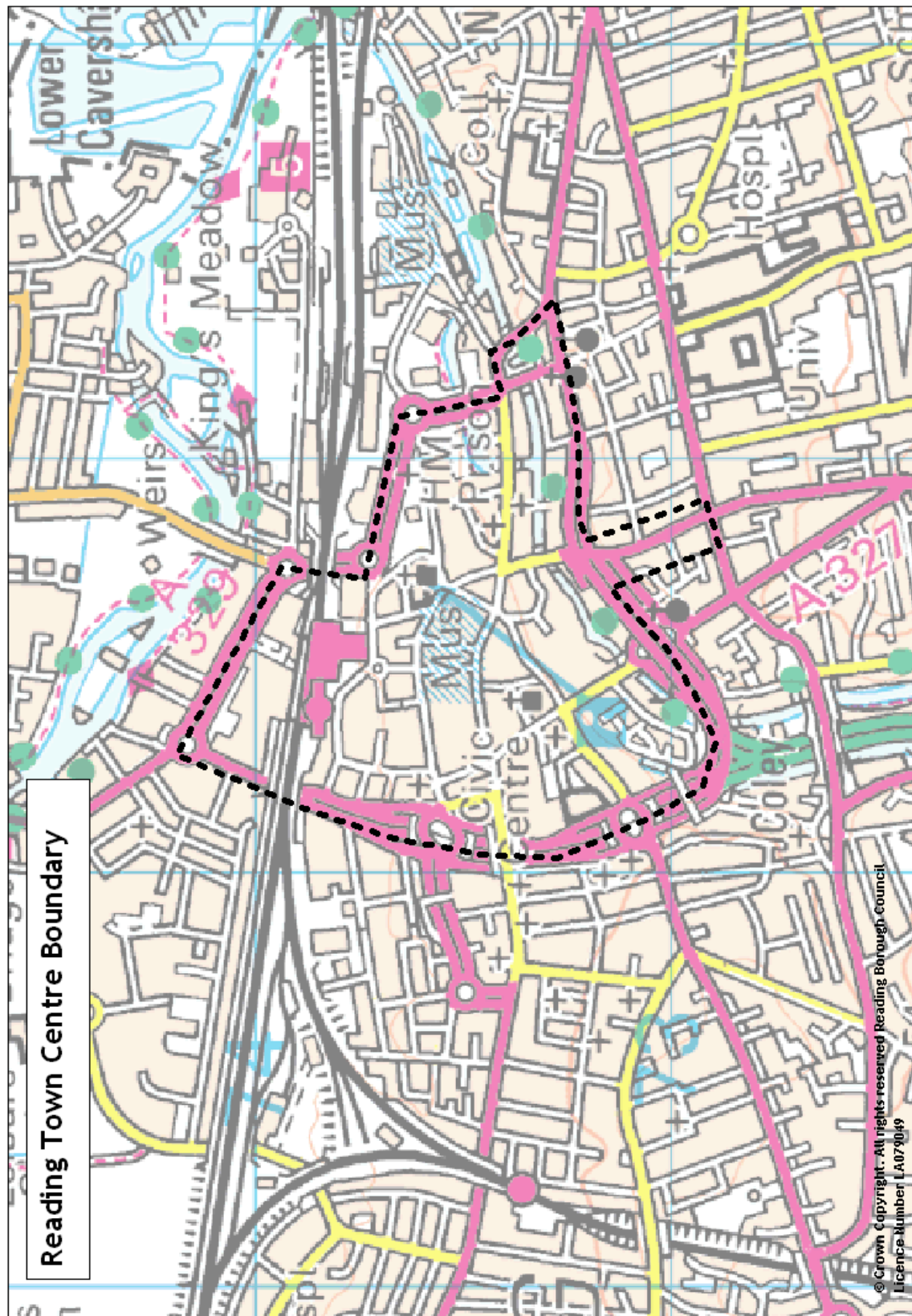
CONTRACT SC060 SCHEDULE 1 ANNEX 1

Reading Borough Council Administrative Area



CONTRACT SC060 SCHEDULE 1 ANNEX 2

Reading Town Centre Area



CONTRACT SC060 SCHEDULE 1 ANNEX 3

Shelter List and Characteristic

5 **Shelter No. Bus stop name** **Location Description** **Advertising** **RTPI** **Quality** **Location** **last updated** 12 Sep 2008
Clearchannel Shelters

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location	last updated
1303-0064	(Read)Bus shelter	Friar Street nr Greyfriars Road	yes	no	LM	cc	notes
1303-0313	(Read)Bus shelter	Broad Street os Lloyds/HSBC	no	no	LM	cc	
1303-0219	All Hallows Road (in)	Henley Rd All Hallows Rd o/s 199	No	No		prem, A	
1303-0232	Armour Hill (in)	Kentwood Hill Opp 152 Nr Armour Hill	No	No		C	
1303-0186	Ashampstead Road (in)	Southcote Lane Opp Ashampstead Rd o/s	Yes	Yes		prem, C	
1303-0094	Battle Hospital (in)	Oxford Rd o/s New Inn PH	Yes	No		prem, A	
1303-0135	Battle Hospital (out)	Oxford Rd o/s 461	Yes	No		prem, A	
1303-0206	Bear Inn (in)	Park Lane Bear Inn Opp 177 Adj 148 o/s	No	Yes		prem, C	
1303-0172	Beech Road (in)	Shinfield Rd Beech Rd o/s 192	No	No		prem, A	
1303-0010	Bennet Road (in)	447 Basingstoke Rd Nr Bennet Rd o/s S	Yes	Yes		prem, B	
1303-0074	Beresford Road (in)	o/s 270-272 Oxford Rd, opp Edinburgh P	Yes	Yes		prem, A	
	Beresford Road (out)	on Oxford Road	yes			prem, A	
1303-0087	Berkeley Avenue (in)	Bath Rd adjacent to Petworth Ct Opp 39	Yes	Yes		prem, A	
1303-0307	Blagrove Street stop FW	Blagrove Street o/s 2	yes	Yes		cc	
1303-0231	Blundells Road (in)	Norcot Rd Opp Hill View Mews Nr Blund	No	No		prem, C	
1303-0237	Boston Avenue (in)	St Saviours Rd J'ct Boston Avenue	No	No		prem, C	
1303-0163	Brayford Road (in)	Northumberland Ave Brayford Rd o/s Ch	No	No		prem, C	
1303-0326	Bridge Street stop MI	Bridge Street o/s House of Fraser	yes	No		cc	
1303-0033	Bridge Street, Caversham (in)	Bridge St o/s Garage Caversham	No	No		prem, A	
1303-0066	Bridge Street, Caversham (out)	Bridge St Caversham o/s Casino	Yes	No		prem, A	
1303-0062	Brock Gardens (out)	Oxford Rd opp. 608	yes	No		prem, A	
1303-0209	Brooksby Road (in)	Overdown Road opp Brooksby Road o/s	No	No		prem, C	
1303-0137	Buckingham Drive (in)	Buckingham Drive East Side o/s No 40	Yes	No		B	
1303-0311	Buckingham Drive (out)	o/s 39 Buckingham Drive, Reading	Yes	No		B	
1303-0149	Buckland Road Circle (Northumberland Ave)	Northumberland Avenue Adj 194	No	No		prem, C	
1303-0007	Buckland Road Junction (in)	255 Basingstoke Rd Nr Buckland Rd op	Yes	Yes		prem, A	
1303-0142	Callington Road (Basingstoke Road - in)	Basingstoke Road Opp Callington Road	Yes	No		prem, A	
1303-0245	Callington Road (Northumberland Avenue -	Northumberland Ave adj Callington Rd	No	No		prem, C	
1303-0256	Castle Street stop CQ (out) route 25/26, 31	Castle Street opp Police Station	No	No		cc	conservation area
1303-0224	Caversham Library (in)	Hemdean Rd o/s Caversham Library	No	No		LM	cc
1303-0113	Cemetery Junction (in)	Kings Rd o/s 318-320 Sardar Palace res	yes	No		prem, A	
1303-0088	Cemetery Junction (stop for Wok Road ser	Kings Rd Outside Swimming Baths	yes	Yes		prem, A	
1303-0089	Cemetery Junction (stop for Woodley serv	Kings Rd Outside Wycliffe Baptist Churc	yes	No		prem, A	
1303-0171	Chancellors Way (in)	Shinfield Rd Chancellors Way o/s 36	No	Yes		prem, A	
34			19	9	3		

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location
1303-0170	Chancellors Way (out)	Shinfield Rd Chancellors Way adjacent	no	Yes		prem, A
1303-0031	Chapel Hill (in)	School Road/Chapel Hill o/s Primary Sc	Yes	No		prem, C
1303-0061	Cheapside stop CW = 2 shelters	Oxford Rd o/s The Butts Centre	Yes	No		cc
1303-0309	Cheapside stop CX	Oxford Road o/s Broad Street Mall	Yes	No		cc
1303-0217	Chiltern Road (in)	Henley Rd Opp Chiltern Rd o/s 129	No	No		prem, A
1303-0178	Cholmeley Road (in)	London Rd Cholmeley Rd Opp 291	No	No		prem, A
1303-0169	Christchurch Green (in)	Christchurch Green Jct Whitley Park La	No	Yes		prem, A
1303-0143	Christchurch Green (out)	Shinfield Rd at Christchurch Green o/s U	Yes	Yes		prem, A
1303-0002	Church End Lane (Meadway - in)	Meadway Nr 252 c/o Church End Lane	Yes	No		prem, C
1303-0141	Church End Lane (Norcot Road - in)	Norcot Road Northside Church End Road	Yes	No		prem, C
1303-0210	Church End Lane (Norcot Road - out)	Norcot Rd adjacent to Church End Lane	No	No		prem, C
1303-0131	Circuit Lane (Bath Road - in)	Bath Rd, North Side, E Of Circuit Lane	Yes	No		A
1303-0308	Circuit Lane (Southcote Lane - in)	Southcote Lane on hill east of Circuit La	Yes	Yes		prem, C
1303-0185	Circuit Lane (Southcote Lane - out)	Southcote Lane Circuit Lane Opp Gains	Yes	Yes		prem, C
1303-0205	City Road (in)	Park Lane City Rd o/s 94	No	No		prem, C
1303-0166	Cockney Hill (in) route 28	New Lane Hill near Cockney Hill	No	No		no electric
1303-0053	Coley Park House (in)	Wensley Road o/s Community Centre	No	No		prem obstructs kassel kerb
1303-0181	Coley Park Terminus	Lesford Rd Coley Park Terminus Jct We	yes	No		prem
1303-0093	College Road (in)	Wokingham Rd Nr College Rd	yes	Yes		prem, A
1303-0321	Community Centre (in)	opp 255 Northumberland Avenue	No	No		prem, C
1303-0044	Corbridge Road (in)	Corbridge Rd. Nr. Hexham Rd	Yes	No		prem
1303-0187	Coronation Square (in)	Southcote Lane Coronation Square o/s	No	Yes		prem, C
1303-0100	Courtenay Drive Top	Courtenay Drive Junc, Peppard Rd	No	No		prem
1303-0128	RBH Main Entrance (in)	Craven Rd o/s School Of Nursing	Yes	Yes		prem, C
1303-0015	RBH Main Entrance (out)	Craven Road adj Royal Berks Hospital n	Yes	No		prem, C
1303-0229	Dee Road Fire Station (Spey Rd towards D	Spey Rd Adj Eldart Close	Yes	No		prem
1303-0201	Dee Road Top (Meadway - in)	The Meadway Dee Rd Top o/s 150	No	No		prem, C
1303-0001	Dee Road Top (out)	Meadway opp. Dee Rd	yes	No		prem, C
1303-0077	Downham Court (in)	Shinfield Rd c/o Whitley Wood Rd	Yes	Yes		prem, A
1303-0086	Downshire Square (in)	Bath Rd o/s Florida Ct Nr Brunswick St	Yes	Yes		prem, A
1303-0202	Dryland House (in)	The Meadway Dryland Hse Opp 195	Yes	No		prem, C
1303-0190	Dwyer Road Boundary (in)	Dwyer Rd o/s 40	No	No		prem
1303-0235	Earlsfield Close (in)	Lowfield Road, junction of Earlsfield Clo	No	No		prem, C
1303-0177	Eldon Road (out)	Kings Rd Eldon Rd o/s 185	No	Yes		prem, A
34=35			19=20	11	0	

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location
1303-0037	Elgar Road (in)	Basingstoke Rd Elgar Rd opp. 132	yes	Yes	Yes	prem, A
1303-0009	Elgar Road (out)	Basingstoke Rd Nr Elgar Rd o/s Lloyds	No	Yes	Yes	prem, A
1303-0034	Elizabeth House (in)	Gosbrook Road opp 184	Yes	No	No	prem, C
1303-0127	Engineers Arms (east of roundabout - in)	Whitley Wood Rd Adj 234	Yes	Yes	Yes	prem
1303-0090	Fawley Road (in)	Southcote Lane Opp 107 Nr Fawley Rd	Yes	No	No	prem, C
1303-0008	Four Horseshoes (out)	Basingstoke Rd adj Long Barn Lane o/s	Yes	No	No	prem, A
1303-0176	Foxhill Road (out)	Addington Rd Foxhill Rd o/s 21	no	No	No	C review location
1303-0068	Friar Street stop FH	Friar Street o/s Sainsburys	Yes	Yes	Yes	LM cc
1303-0070	Friar Street stop FJ	Friar Street o/s British Telecom Entrance	Yes	Yes	Yes	LM cc
1303-0071	Friar Street stop FL	Friar Street nr older Sainsburys store	Yes	Yes	Yes	LM cc
1303-0270	Friar Street stop FP	Friar Street o/s 15-18	Yes	No	No	LM cc
1303-0274	Friar Street stop FQ	Friar St o/s 15	Yes	Yes	Yes	LM cc
1303-0273	Friar Street stop FR	Friar St o/s 12	Yes	Yes	Yes	LM cc
1303-0272	Friar Street stop FS	Friar Street o/s 11	Yes	No	No	LM cc
1303-0271	Friar Street stop FT	Friar St o/s 161-162	Yes	No	No	LM cc
1303-0029	Frilsham Road (in)	Southcote Lane Frilsham Rd o/s 260	Yes	No	No	prem, C
1303-0323	Galsworthy Drive (in)	o/s 46 Lowfield Road	no	No	No	prem, C
1303-0196	George Street (in)	Oxford Rd George St o/s Allison Court	No	No	No	prem, A
1303-0126	Gratton Road (in)	Northumberland Avenue o/s 444	Yes	No	No	prem, C
1303-0223	Grove Hill (in)	Hemdean Rd Grove Hill o/s 237	No	Yes	Yes	prem, C
1303-0239	Gun Street stop CK	o/s 9 Gun Street	No	No	No	cc
1303-0240	Gun Street stop CL	o/s 5-6 Gun Street	No	Yes	Yes	cc
1303-0233	Halls Road (in)	Mayfair Opp 88	No	No	No	prem, C
1303-0005	Hamilton Road (in)	Wokingham Rd o/s 26 Nr c/o Hamilton F	Yes	Yes	Yes	prem, A
1303-0084	Hartland Road (Basingstoke Road - in)	491 Basingstoke Rd Nr Acre Rd o/s Ma	Yes	No	No	prem, A
1303-0162	Haywood Way (in) route 28	Hogarth Avenue near Haywood Way	No	No	No	C no electric
1303-0234	Henley Road County Boundary (in)	Henley Rd Opp 326 Nr Jct Caversham F	No	No	No	prem, A
1303-0225	Highmoor Road Albert Road (in)	Albert Rd Highmoor Rd o/s 42	No	No	No	prem, C
1303-0243	Holberton Road (out)	Whitley Wood Road adj Winton Road	No	No	No	prem, C
1303-0191	Holybrook Crescent (in)	Dwyer Rd Opp Holybrook Cres c/o Appl	Yes	No	No	prem
1303-0184	Honey End Lane (in)	Bath Rd Honey End Lane	Yes	No	No	A
1303-0083	Huntley and Palmers (63/65 stop, outside F	Kings Rd o/s Prudential At Gas Works F	Yes	No	No	LM prem, A
1303-0197	Kentwood Circle (in)	Oxford Rd opp retirement home	No	Yes	Yes	prem, A
1303-0139	Kiln Road (in)	Peppard Rd E Side o/s Caversham Park	yes	No	No	prem, B
34			21	12	9	

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location
1303-0039	Kings Road Caversham (in)	George St / Gosbrook Rd opp. 36	Yes	No	No	prem, B
1303-0244	Kings Road Duke Street stop ME	Kings Road o/s Jacksons store	yes	No	LM	cc
1303-0056	Kings Road Duke Street stop MF	Kings Rd o/s Navy Careers Office c/o At	yes	Yes	LM	cc
1303-0041	Lansdowne Road (in)	Mayfair at Lansdowne Road	Yes	No	No	prem, C
1303-0212	Lawrence Road (in)	Norcot Rd opp Lawrence Rd o/s 263	No	No	No	prem, C
1303-0132	Liebenrood Road (in)	Bath Road East Of Liebenrood Road	Yes	No	No	A
1303-0179	Liverpool Road (in)	London Rd Liverpool Rd Opp 377 Adj C	No	No	No	prem, A
1303-0329	Madejski Stadium Fasttrack stop	Madejski Stadium adj car park 2	Yes	No	No	P&R
1303-0330	Madejski Stadium Fasttrack stop	Madejski Stadium adj car park 2	Yes	No	No	P&R
1303-0133	Maitland Road (in)	Tilehurst Road Opp Maitland Road o/s T	Yes	No	No	prem, C
1303-0167	Mansfield Hall (out)	Kendrick Rd Mansfield Hall o/s Mansfield	No	No	No	prem, C
1303-0250	Market Place stop MA	o/s 19 Market Place	No	yes	LM	cc
1303-0241	Market Place stop MB	o/s 5 Market Place	No	Yes	LM	cc
1303-0242	Market Place stop MC	o/s 1-2 Market Place	No	No	No	cc
1303-0180	Melrose Avenue (in)	Wokingham Rd Melrose Ave o/s 242	No	Yes	Yes	prem, A review size & location
1303-0220	Micklands Road (in)	Henley Rd Micklands Rd Opp 262	No	No	No	prem, A
1303-0189	Monks Way (in)	Southcote Lane Adj Pendragon Court O	No	No	No	prem, C no electric
1303-0168	Morgan Road (in)	Kendrick Rd Morgan Rd Opp 29	No	No	No	prem, C
1303-0325	n/a	Bridge Street adj House of Fraser	yes	No	No	cc
1303-0324	n/a - taxi waiting shelter	Bridge Street adj House of Fraser	yes	No	No	cc
1303-0226	Newcastle Road (in)	Newcastle Rd junction of Northumberland	No	Yes	Yes	prem
1303-0215	Newlands Avenue (in)	Peppard Rd Opp Newlands Ave	No	No	No	B
1303-0115	Norcot Junction (in)	Oxford Rd o/s 842	Yes	No	No	prem, A
1303-0075	Norcot Junction (out)	Oxford Rd o/s Retail park (towards Norc	Yes	No	No	prem, A
1303-0164	Northumberland Avenue Terminus	Northumberland Ave Terminus o/s 561	No	Yes	Yes	prem, C
1303-0114	Palmer Park Avenue (in)	Wokingham Rd, Opp Palmer Park Ave	Yes	No	No	prem, A
1303-0192	Park Grove (in)	Tilehurst Rd Park Grove o/s 374	No	No	No	prem, C
1303-0194	Parkside Road (Tilehurst Road - in)	Tilehurst Rd Parkside Rd o/s 144	No	No	No	prem, C
1303-0213	Pierces Hill Top (in)	Pierces Hill Opp 14	No	No	No	prem, C
1303-0136	Pond House (in)	Oxford Rd opp 671	yes	No	No	prem, A
1303-0060	Pond House (Oxford Road - out)	Oxford Rd opp. 760 adj Grovelands Rd	yes	No	No	prem, A
1303-0069	Post House (in)	500 Basingstoke Rd o/s Holiday Inn (for	Yes	Yes	Yes	prem, A
1303-0228	Ranikhet (towards Tay Road)	Spey Rd Between Blocks 4 & 6	No	No	No	prem
1303-0097	RBH South Wing (in)	Craven Rd o/s Royal Berks Hospital Sou	Yes	Yes	Yes	prem, C
34			17	8	4	

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location
1303-0017	RBH South Wing (out)	Craven Road opp Royal Berks Hospital	Yes	Yes	Yes	prem, C
1303-0124	Reading Station stop SW	Blagrove Street Corner Of Station Road	yes	yes	No	cc
1303-0112	Reading Station stop SY	Station Road o/s 41	Yes	Yes	No	cc
1303-0111	Reading Station stop SZ	Station Rd o/s 37	Yes	Yes	No	cc
1303-0073	Reading West Station (Oxford Road - in)	Oxford Rd W Of R'Way Bridge Nr Salist	Yes	Yes	No	prem, A
1303-0151	Reading West Station (Oxford Road - out)	184 Oxford Road	Yes	Yes	No	prem, A
1303-0195	Reading West Station (Tilehurst Road - in)	Tilehurst Rd Brunswick Hill o/s Gordon	Yes	Yes	No	prem, C
1303-0211	Romany Lane (in)	Norcot Rd adj Romany Lane	No	No	No	prem, C
1303-0032	Romany Lane (out)	Norcot Rd opp. 311	Yes	Yes	No	prem, C
1303-0130	Roundhead (in)	Wensley Rd o/s The Roundhead PH	Yes	Yes	No	prem, C
1303-0182	Russell Street (Castle Hill - in)	Castle Hill Russell St o/s 160	No	No	No	prem, A conservation area
1303-0038	Russell Street Bath Rd out	Bath Rd	Yes	Yes	no	prem, A
1303-0030	Southcote Farm Lane (in)	Southcote Lane Southcote Farm Lane	Yes	Yes	No	prem, C
1303-0043	Southcote Road (in)	Bath Rd At Southcote Rd	Yes	Yes	No	prem, A
1303-0222	Southdown Road (in)	Rotherfield Way Opp Southdown Rd	Yes	Yes	No	prem, C
1303-0035	St Barnabas Church (in)	Grove Rd / Evesham Rd	Yes	Yes	No	prem, C
1303-0080	St Marys Butts stop CM	St Mary's Butts o/s 32	yes	yes	No	cc
1303-0082	St Marys Butts stop CN	St Mary's Butts Adj. Hosier St	yes	yes	No	cc
1303-0204	St Michaels (in)	The Meadow New Lane Hill o/s Flats 2	Yes	Yes	No	prem, C
1303-0227	St Peters Road (in)	Wokingham Rd Opp 105 Nr Pitcroft Ave	No	No	Yes	prem, A
1303-0221	Star Inn (in)	Briants Ave Opp 70 Adj The Star P.H.	No	No	Yes	prem, B
1303-0320	Station Road stop FC	Station Rd o/s 3/5	yes	yes	Yes	LM cc
1303-0319	Station Road stop FD	Station Rd o/s 20/22 Friar St	yes	yes	No	LM cc
1303-0081	Surley Row (in) route 137/8	Peppard Road opp. Surley Row	Yes	Yes	No	B
1303-0165	Stockton Road (in)	Northumberland Ave Stockton Rd o/s 32	No	No	No	prem, C
1303-0230	Tern Close (towards Meadoway)	Dee Rd o/s 22 Opp Elvaston Way	No	No	No	prem, C
1303-0322	Thames Valley University (in)	o/s 260 Kings Road	No	No	Yes	prem, A
1303-0422	The Maidens (out)	100m South of Elm Road Junction	yes	yes	No	prem, A
1303-0085	The Pond (Emmer Green - in)	Buckingham Drive Nr Peppard Rd opp. S	Yes	Yes	No	B
1303-0198	The Restoration (in)	Oxford Rd The Restoration P.H.	No	No	Yes	prem, A
1303-0040	Three Tuns (in)	Wokingham Rd Terminus Nth of Holmes	Yes	Yes	No	prem, A
1303-0207	Tilehurst Library (in)	School Rd o/s 44	No	No	No	prem, C
1303-0003	Tilehurst Triangle stop V (in) route 17, 33	School Rd o/s The Plough PH	Yes	Yes	No	prem, C
1303-0214	Tilehurst Triangle stop W (out)	School Rd o/s Barclays Adj 95	Yes	Yes	No	prem, C
34			25	6	2	

Shelter No.	Bus stop name	Location Description	Advertising	RTPI	Quality	Location
Clearchannel Shelters						
			yes/no	yes/no		
1303-0072	Wantage Road (out)	Oxford Rd Btwn Wantage & Wilson Rd	yes	No		prem, A
1303-0193	Waverley Road Tilehurst Road (in)	Tilehurst Rd Waverley Rd o/s 210	yes	No		prem, C
1303-0004	Waylen Street (in)	Oxford Rd opp. Waylen St	No	No		prem, A
1303-0065	Waylen Street (out)	Oxford Rd c/o Waylen St o/s Methodist C	yes	Yes		prem, A
1303-0199	Weald Rise (in)	Oxford Rd Opp Weald Rise	No	Yes		prem, A
1303-0138	Westfield Road (in)	Gosbrook Rd Opp 63 o/s Recreation Gd	Yes	No		C
1303-0076	White House (in)	Norcot Rd adj The Victoria PH (formerly	Yes	No		prem, C
1303-0208	White House (out)	School Road opp flats adj HSBC bank, v	No	No		prem, C
1303-0092	Whitley Park School (in)	Basingstoke Rd o/s 424	Yes	Yes		prem, A
1303-0161	Whitley Street (in)	Whitley St Adj Recycling Area Opp 31	No	Yes		prem, A
1303-0067	Whitley Street (out)	Whitley St o/s Circle K Supermarket	Yes	Yes		prem, A
1303-0006	Woodside Way (in)	Whitley Wood Rd Nr Woodside Way	Yes	No		prem, C
12			8	5	0	
183			110	50	18	
FSU's						
1303-0150	Whitley Street	o/s 79	yes			prem, A
1303-0152A	Oxford Rd	o/s Argos	yes			cc
1303-0153	Oxford Rd	Alfred St o/s 78	yes			cc
1303-0154B	Caversham Rd	Jct Brigham Rd	yes			prem, A
1303-0158A	Greyfriars Rd opp Stanshaw Rd	o/s 44	yes			cc
1303-0159	Kings Road	opp 252-256	yes			prem, A
1303-0160	Queens Rd	o/s car park	yes			cc
1301-0257	Station Approach	o/s Station entrance	yes			cc
1303-0303A	Oxford Road	o/s 44-52 Oxthorne Hse	yes			cc
9						
119						

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location
1303-0258	Alexandra Road	Addington Road 30 m west of Alexandra	No	No	C	
1303-0421	Canterbury Road (in) route 5	o/s 138 Northumberland Avenue	No	Yes	prem, C	review location
1303-0433	Cavendish Road (in) route 23, 137/8 (2006)	Peppard/Cavendish Road	No	No	prem, B	
N/A	Caversham Library (out) route 9/24	Hemdean Road near Rectory Road	No	No	QBY	solar powered
1303-0058	Christchurch Court (in) route 5	Christchurch Gardens o/s Christchurch	No	No	prem, C	
1303-0416	Christchurch Gardens (out) route 4,6,5,11	Basingstoke Road opp Milman Road	No	Yes	prem, A	
	Christchurch Green in (route 9) (2005)	Redlands rd by Christchurch Green	No	No	prem, C	
1303-0401	College Road (out) route 17	Wokingham Rd adj St Bartholemews Rd	No	No	prem, A	
1303-0409	Community Centre (out) route 5	adj Totnes Road	No	No	prem, C	review whether to keep
1303-0350	Coronation Square (out) route 25/26	Southcote Lane adj church, opp Corona	No	Yes	prem, C	
1303-0175	Crown Street (out) route 4,5,6,12,20, 24, 1	London St Crown St o/s 105	No	Yes	LM	prem, A
	Dee Road Fire Stn out (route 31)	Spey Rd adj Fire Stn	No	No	prem	old cantilever, no electric
1303-0054	Dwyer Road Boundary (out) route 25/26	opp 30 Dwyer Road	No	No	prem	
1303-0404	George Street (out) route 17, 18, 37	Oxford Rd o/s 225 opp Oxford Rd Prima	No	No	prem, A	
	Greyfriars Rd route 18, eve 17 (2005)	Greyfriars Rd near Friar St	No	No	cc	
1303-0419	Hartland Road (inbound) route 5	Northumberland Avenue opp South Rdg	No	No	prem, C	
1303-0253	Henley Road County Boundary (out) route 2	Henley Rd Adj 326 Nr Jct Caversham P	No	No	prem, A	
1303-0403	Huntley and Palmers (17/190s o/s Pru HQ	Kings Rd o/s Prudential adj Forbury Rd	No	No	LM	
N/A	Katesgrove Lane (in) route 24 (2006)	Pell Street adj Katesgrove Lane	No	No	prem, A	
1303-0042	Meadway Precinct (in) route 33	adj 2 Meadway - opp petrol stn & Honey	No	No	prem, C	
1303-0051	Meadway Precinct (out) route 33	opp 24-32 The Meadway	No	No	prem, C	
	Milestone Centre	Lowfield Rd Cav Park	No	No	prem, C	new 2008
1303-0174	Mill Lane (out) route 4,5,6, 12,20, 24, 111	London St Mill Lane o/s 39	No	No	LM	prem, A
1303-0247	Minster Street stops ML/MM route 17,18,37	Minster Street adj HMV store (Oracle)	No	Yes	LM	bus port
=5 shelters				yes		
1303-0246	Minster Street stops MP/MQ route 500,31/3	Minster Street adj Earley Place	No	Yes	LM	bus port
=5 shelters				yes		
1303-0438	Overlanders End route 37 (2006)	Overdown Rd	No	No	prem, C	
1303-0402	Post House (out) route 4, 6, 111	Basingstoke Rd adj Whitley Wood Lane	No	No	prem, A	
1303-0434	Queensway route 23 (2006)	Caversham Park Road	No	No	prem, C	
1303-0055	Ranikhet (in) route 31	Spey Rd opp Hermitage House	No	No	prem	
N/A	Reading Station stop SC	Station Hill - north bay	No	No	QBY	cc no electric
N/A	Reading Station stop SD	Station Hill - north bay	No	No	QBY	cc no electric
N/A	Reading Station stop SE	Station Hill - north bay	No	No	QBY	cc no electric
40			0	8	13	

Shelter No.	Bus stop name	Location Description	Advertising yes/no	RTPI yes/no	Quality	Location
N/A	Reading Station stop SF	Station Hill - north bay	No	No	QBY	cc
N/A	Reading Station stop SR	Station Hill - south bay	No	No	cc	cc
N/A	Reading Station stop SS	Station Hill - south bay	No	No	cc	cc
	Reading Station stops SI	Station Hill - centre island	No	Yes	MM	cc
	SJ	Station Hill - centre island	No	Yes	MM	cc
	SK	Station Hill - centre island	no	Yes	MM	cc
	SL	Station Hill - centre island	no	Yes	MM	cc
	SM	Station Hill - centre island	no	Yes	MM	cc
1303-0423	Romsey Road route37	Oxford Rd J/o Romsey Rd, Tielhurst	No	No	QBY	prem, A
	Russell St out (33) 2007	Tielhurst Rd opp Russell St	no	no	QBY	prem, C
	Southcote Road (Western Elms Ave) route	Tielhurst Rd by Western Elms Ave	No	No	prem, C	
1303-0426	St Peters Avenue route 9 (2005)	Woodcote Rd J/O Path to Woodford Clo	No	No	prem, A	
1303-0052	Stoneham Close footpath (in) route 33	o/s 100 The Meadow	No	No	prem, C	
1303-0255	Tern Close (in) route 31	o/s English Martyrs School	No	No	prem, C	
1303-0400	Thames Valley University (out) route 17, 63	opp 300 Kings Rd adj Reading College	No	No	prem, A	
1303-0417	The Maying route 6 (2005)	Swallowfield Drive	No	No	prem	
1303-0428	The Moderation (in) route 9 (2005)	Caversham Rd Jct Waterman Place, Rea	No	No	prem, A	
	Wantage Road (in) route 17, 18, 37	Oxford rd adj Battle Library	No	No	QBY	prem, A
1303-0420	Warwick Road (in) route 5	Northumberland Avenue opp. Cintra Par	No	No	prem, C	
1303-0429	Wellington Avenue route 9 (2005)	Shinfield Rd J/o Wellington Ave	No	No	prem, A	
1303-0063	Worton Grange (in) route 4	Imperial Way adj Worton Drive	No	Yes	prem, C	
21			0	6	5	
61			0	14	18	

Total shelter stock

Clearchannel

183 75%

RBC

61 25%

244

Advertising

60%

110

RTPI

50

Quality

17

Advertising

45%

110

RTPI

26%

Quality

18

37

15%

Summary;

Clearchannel have 183 shelters out of a total stock of 244 (i.e 75%)
Of that 183 - 110 are ads(60%), 50 have RTPI (27%), 17 are of high quality (9%).

Total advertising sites (including FSU's) is 119

RBC have 61 shelters (25%).

Of that 61 - none are ads, 14 have RTPI (23%), 18 are of high quality (30%).

There are a number of main road sites that have shelters that could have ads to make a greater revenue contribution - highlighted. 28 extra
That would bring the total of ads to 147 or 60% of the total shelter number.

Quality code LM Landmark - mostly glass city centre shelter
QBY Queensbury (Arun simple cantilever narrow roof)
MM Macemain Station central island bus port

Location code

prem premier route
cc city centre
A, B, C A road etc.

Note;

Additional Landmark shelter planned to be installed at Kings Road o/s Library

Advertising poss	RTPI planned	Quality LM	cc
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Current planned total 245

Shelter not on list

A heritage wooden shelter located at The Travellers Rest stop on Henley Road is not part of the contract list.

CONTRACT SC060 SCHEDULE 1 ANNEX 4

Free-Standing Unit List & Locations (if required by Contractor)

- | | | |
|----|------------------|---|
| 1. | Whitley Street | adjacent to number 79 |
| 2. | Oxford Road | adjacent to Argos store |
| 3. | Oxford Road | Alfred Street adjacent to number 78 |
| 4. | Caversham Road | at junction with Brigham Road |
| 5. | Greyfriars Road | opposite Stanshawe Road adjacent to number 44 |
| 6. | Kings Road | opposite numbers 252-256 |
| 7. | Queens Road | adjacent to car park |
| 8. | Station Approach | adjacent to Station Entrance |
| 9. | Oxford Road | adjacent to 44-52 Oxthorne House |

5. Service Specification: Schedule 2

(To be completed by the Tenderer)

Please provide Details of proposed shelters (including high quality city centre design):

(Attach a separate sheet if necessary)

Please provide full details of the planned and emergency maintenance regime. Particularly sensitive issues are the replacement of vandalised parts including DDRU's, and the ongoing maintenance of courtesy lights which are both seen as essential features of the shelters:

(Attach a separate sheet if necessary)

The system to ensure the prompt removal of graffiti should be clearly explained. (Same day removal of offensive graffiti would be expected, but has not in the past been a particular problem.):

(Attach a separate sheet if necessary)

Details of proposed cleaning regime (it is expected that all shelters will be subject to a regular 2 weekly cleaning programme including the DDRU):

(Attach a separate sheet if necessary)

Throughout the duration of this contract the Council will require additional shelters to be installed at sites as yet unidentified other than those identified in Schedule 1 Annex 3. Please provide details of the mechanisms and options you would put in place to provide for these additional shelters including costs, or how they would be costed at the time:

(Attach a separate sheet if necessary)

Details of emergency and back-up procedures:

(Attach a separate sheet if necessary)

Details of any risk sharing and / or service development proposals:
(Attach a separate sheet if necessary)

Details of any proposed variations to the specification:
(Attach a separate sheet if necessary)

Any system for giving a rebate for the replacement of current RBC owned shelters (some of which are very new), should be identified:

(Attach a separate sheet if necessary)

Please supply reference details for two local authorities for which you have recently provided similar services:

Client Officer:
Title:
Department:
Authority:
Address:
Tel:
E-mail:

Client Officer:
Title:
Department:
Authority:
Address:
Tel:
E-mail:

6. Draft Conditions of Contract

THIS CONTRACT is made on the _____ day of _____ 2009
BETWEEN READING BOROUGH COUNCIL of CIVIC OFFICES CIVIC CENTRE READING RG1
7AE (“the Council”) and of
..... (“the Contractor”)

WHEREAS

The Contractor has agreed to erect bus shelters and freestanding units (FS Units) in the Area subject to the Council’s authority as defined below and the Council has agreed to grant to the Contractor in return the right to display advertisements on such bus shelters and FS Units in the said Area upon the terms and conditions hereinafter appearing.

1 DEFINITIONS

The following expressions shall have the meanings ascribed to them:

- 1.1 The Services: the services described in the Specification
- 1.2 The Charges: The charges set out in the Tender
- 1.3 The Specification: the specification included in the Council’s Invitation to Tender which is annexed hereto and marked “A”
- 1.4 the Tender: the document annexed hereto and marked “B”
- 1.5 Authorised Officer: the Council’s Head of Transport or such other officer as may be designated in writing by the Council from time to time provided that the Authorised Officer may nominate to the Contractor in writing another officer or officers to carry out all or part of the functions of the Authorised Officer under the terms of this Contract
- 1.6 Contract Documents: the Invitation to Tender which is annexed hereto and marked “A” (which includes the Specification) the Tender the conditions contained in this Contract together with any subsequent documentation agreed between the Council and the Contractor and acknowledged as forming part of the Contract Documents
- 1.7 Area: means the area subject to the Administrative Control of Reading Borough Council as shown in the Service Specification.
- 1.8 Council’s Highway Officer: means the person nominated by the Council to be the Highway Officer from time to time
- 1.9 FS Unit: means Freestanding Unit as described and listed in the Specification
- 1.10 Installation Programme: means a programme for installation of bus shelters and/or FS Units as set out in the Specification or agreed between the Contractor and the Council
- 1.11 NFC: means Near Field Communication access points as defined in the Specification
- 1.12 RTPi: means Real Time Passenger Information as described in the Specification
- 1.13 Shelter: means a bus shelter as described in the Specification

- 1.14 Site: means such site specified by the Council and/or mentioned in the Specification

2. COMMENCEMENT

- 2.1 This Contract shall commence on theand subject as herein provided shall continue until the day of .

3. CONTRACT

- 3.1 For and in consideration of the Charges to be paid by the Council to the Contractor as hereinafter specified the Contractor agrees to provide the Services as and when required by the Council within the time or times specified and subject to the terms and conditions of this Contract

4. LICENCE TO ERECT SHELTERS/FS UNITS AND DISPLAY OF ADVERTISEMENTS

- 4.1.1 The Council hereby grants to the Contractor licence and authority for the Contractor, its servants, agents and contractors to install Shelters and/or, FS Units together with such electrical tubes as may be required on the Sites as described in the Specification in the Area during the term of this Agreement.
- 4.1.2 Any contractors appointed by the Contractor to carry out works of installation pursuant to clause 4.1.1 shall be subject to the written approval of the Council (which approval shall not be unreasonably delayed or withheld) and the Contractor shall accept liability for the performance of any such contractors as if such works were performed by the Contractor, its servants or agents.
- 4.2 Subject to the provisions of Clause 34 the Council further grants to the Contractor the right to affix erect or display advertisements during the term of the Agreement upon each Shelter and/or, FS Unit installed by the Contractor pursuant to this Agreement. This contract does not confer exclusive rights to advertising on Reading Borough Council land or highways except for the locations as specified herein.

5. OBLIGATIONS - THE CONTRACTOR

- 5.1 Subject to the other provisions of this Clause 5 and to the provisions of Clause 34 (Planning) the Contractor shall supply and install Shelters on each Site in the Area of such type or types from its current range of Shelters as are described in the Specification.
- 5.2 Each Shelter will conform with the Specification.
- 5.3 Each Shelter will be installed by the Contractor at its own expense in accordance with the Specification and Installation Programme including but not by way of limitation, positioning and mounting on all the Sites specified in Schedule 2.
- 5.4 The Council provides a raised kerb to allow step free access to buses at a large number of Shelters across the area. It is expected that, where a raised kerb exists, the Shelter is to be installed so as to allow the use of the raised kerb to access the bus. If a Shelter is not installed in a manner that allows the use of the raised kerb the Contractor are responsible for re-installing the Shelter at their own cost.
- 5.5 Subject to the other provisions of this Clause 5 and to the provisions of Clause 34 (Planning) the Contractor may supply and install at its own expense and in a good and workmanlike manner FS Units, together with all electrical tubes as may be required from time to time, on each Site in the Area as described in the Specification.

- 5.6.1 The Contractor shall at its own expense before commencing the works of installation take such steps as may be necessary to ascertain whether in carrying out the works there will or may likely to be any interference with statutory undertakers apparatus or any other pipes, cables or drains within or adjacent to the site of the works and if so make the appropriate arrangements to safeguard the apparatus, pipes, cables or drains as the case may be.
- 5.6.2 The Contractor shall at its expense during the works of installation take all steps as may be reasonably necessary to avoid damage or injury as a result of the works to all persons lawfully using the highway.
- 5.6.3 The Contractor shall at its own expense on completion of the works reinstate so much of the Site as is within the highway so that the highway is left in a fit and proper state of repair.
- 5.6.4 The Contractor shall forthwith on completion of the works notify the Council's Highway Officer in writing that the works have been completed. The Contractor will undertake to reinstate all surfaced areas to the standard they were in prior to the commencement of the works.
- 5.6.5 In the event that the Council's Highway Officer notifies the Contractor that the reinstatement is not satisfactory the Contractor shall at its own expense carry out such further work as is necessary to remedy each defect and having done so shall forthwith notify the Council's Highway Officer in writing accordingly.
- 5.6.6 The cost of connection of each Shelter and each FS Unit to the nearest convenient electricity supply point shall be borne by the Contractor.

5.7 Cleaning

- 5.7.1 The Contractor must clean every Shelter within the Area in every two week period in accordance with 5.7.2 below. Each Shelter must be cleaned using water and detergent to remove dirt, graffiti and any other unwanted materials so as to leave the Shelter in an acceptable and pleasant condition for passengers.
- 5.7.2 When cleaning the Shelters the Contractor must ensure both sides of the Shelters rear wall (where accessible), end panels and roof, the timetable display unit and seats are cleaned. The Contractor must also maintain the hard-standing on which the Shelter sits in a clear and sanitary condition.
- 5.7.3 The Contractor will ensure the lights are clean in the Shelters so as to be effective and will clean inside and outside lighting units as required.
- 5.7.4 The Contractor must produce and document in writing a cleaning programme which will be presented to the Council or its agents at quarterly contract meetings.

5.7.5 The Contractor's vehicles must not cause an obstruction to the highway or public other than where no alternative is possible and must take due regard of town centre access restrictions and bus lane enforcement issues.

5.7.6 The Contractor must ensure that its cleaning regime does not interfere with the operation of the RTPI units in the Shelters. Where an RTPI unit is considered to be damaged by the cleaning regime the Contractor is responsible for the cost of repairing and reinstalling the RTPI unit.

5.8 Maintenance

5.8.1 The Contractor shall be responsible for repairing any structural damage to the Shelters or FS Units including the replacement of electrical tubes whether such damage is caused by vandalism or civic commotion and for keeping them clean and tidy.

5.8.2 The Contractor must maintain Shelters attending to incidences of broken or damaged ceiling or wall panels, leaking roofs, broken lights and non-dangerous seat damage within two weeks of discovery or notification by the Council or its agents.

5.8.3 The Contractor must ensure that the lights within the Shelter are working during the hours of darkness as defined by the road street lights. Where a light is not working it must be fixed within two weeks of discovery or notification by the Council or its agents.

5.8.4 The Contractor must attend to incidences of damaged or broken display cases or any damage rendering the shelter unsafe within forty eight hours of discovery or notification by the Council or its agents.

5.8.5 The Contractor must attend to incidences of offensive graffiti on Shelters or timetable display units immediately.

5.8.6 Where a Shelter has experienced severe damage and is liable to collapse or is causing an immediate danger the Contractor must attend the shelter immediately and make the site safe (including the exposure of electrical wiring). This may involve the removal of the Shelter and in such occurrences the Council, or its agents, must be informed immediately.

5.8.7 In the event that a Shelter has to be removed as specified in Clause 5.8.6 the Contractor must inform the Council or its agents of any costs for replacement of the Shelter to the Council.

5.8.8 If, in the reasonable opinion of the Council, the Contractor shall fail to discharge its obligations pursuant to Clause 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5 or 5.8.6, the Council shall forthwith issue notice in writing of such failure to the Contractor. If within five

working days of receipt by the Contractor of any such notice the Contractor shall fail to discharge such obligations on its own account the Council shall undertake such necessary works and the Contractor shall be responsible for the reasonable costs directly incurred.

5.9 Use of Advertising Panels by the Contractor

- 5.9.1 The advertising surfaces to be utilised by the Contractor upon the Shelter or FS Units shall be illuminated and the Contractor shall use its best endeavours to ensure that the advertisements it displays or permits to be displayed thereon are properly maintained and conform in all respects with the Code of Practice relevant to such advertisements as laid down from time to time by the Advertising Standards Authority. On receipt of written notice from the Council alleging contravention of the said Code the Contractor shall within three working days remove any advertisement which is deemed in either the Council's reasonable opinion or in the formal opinion of the Advertising Standards Authority to fail to conform therewith.
- 5.9.2 The Contractor shall not display any advert which undermines either the Council's transport policy or any other Council policy. The Council retains the right to demand the removal of any advert which it deems to be inappropriate and the Contractor shall within three working days remove the said advertisement.
- 5.9.3 The Council reserves the right to use timetable display units, RTPI displays, future NFC access points and any other council property within the Shelter to advertise and promote transport services or other Council services as it sees fit.

6. OBLIGATION - THE COUNCIL

6.1 Co-operation and cleaning

- 6.1.1 The Council shall grant to the Contractor its fullest co-operation in regard to the installation of the Shelters and FS Units and in their subsequent maintenance and shall be responsible in particular for:-
- 6.1.2 Subject to 5.7.2 maintaining the road and pavement area in and around the Shelters and FS Units in a clean and tidy condition and for collecting litter all pursuant to a regular cleaning programme.

6.2 Relocation and alteration

- 6.2.1 If at any time during the term of the Agreement:
- 6.2.2 The Contractor is prevented or prohibited from displaying advertisements on any Shelter or FS Unit, by reason of legislation or the order of any competent authority or

by reason of a refusal to renew any consent required under Town and County Planning Act 1990 or the Town and County Planning (Control of Advertisements) Regulations 1992; or

- 6.2.3 Any Shelter or FS Unit has to be dismantled because of highway or other works or relocated due to bus route alterations;
- 6.2.4 Any Shelter or FS Unit ceases to be within the Area whether by reason of boundary adjustments or otherwise; or
- 6.2.5 Any Shelter or FS Unit becomes obscured or otherwise unfit in the reasonable opinion of the Contractor for use for the display or advertisements
- 6.2.6 Then, in any such event, the Contractor may at its option remove the advertising panel from the Shelter, or FS Unit and find an alternative site which will not be reasonably refused by the Council subject to planning consent being granted
- 6.2.7 The Council undertakes that it will not (save in an emergency), without the prior written consent of the Contractor, either relocate any Shelter or FS Unit or perform or suffer to be performed by any servant, agent or contractor any work of alteration to any Shelter or FS Unit or to their surrounding area which work might affect the structural integrity or safety of such Shelter or FS Unit and in the event that work is performed in breach of this undertaking the Council shall as soon as reasonably practicable upon receipt of written notice from the Contractor as to the same make good the Shelter or FS Unit and/or their surrounding area at its expense to the reasonable satisfaction of the Contractor.
- 6.2.8 If a Shelter or FS Unit is dismantled under Clause 6.2.3 the Council will pay the Contractor's reasonable costs for such relocation.
- 6.3 The Council shall not remove, alter, or obliterate any notice, name, serial number or any other identification mark carried by any Shelter or FS Unit as at the time of installation by the Contractor.

6.4 Timetables/Information Panels

- 6.4.1 The Council may affix timetables and or transport or other Council notices and flags to the Shelters as long as it shall utilise the fixing points and like aids specifically supplied therewith for such purposes.
- 6.4.2 such timetables and or non-commercial transport cases described in 6.4.1 above and flags must not interfere with the Contractor's advertising panels on the Shelter.
- 6.4.3 The cost of any repair works required to be undertaken by the Contractor to any Shelter damaged as a result of any person affixing timetables and or non-commercial transport cases and flags on behalf of the Council shall be reimbursed forthwith by the Council to the Contractor.
- 6.4.4 Save pursuant to the provisions of this Clause 6.4 the Council shall ensure that neither the Council nor any servant, agent or contractor shall at any time during the term of this Agreement affix any notices or signs to any Shelter or FS Unit or otherwise interfere with any Shelter or FS Unit.
- 6.4.5 The Council may at its discretion utilise otherwise blank solid panels (such as reverse of road facing advertising panels) for the display of transport or other Council information. The Council will pay its own costs of such use.

7. PROPERTY IN THE SHELTERS

- 7.1 Shelters or FS Units erected by the Contractor and all advertisement panels, signs and advertisements affixed to any Shelter or FS Unit shall not by reason of attachment to any realty become or be deemed to become a fixture of or appurtenant to such realty

but shall be and shall remain at all times the property of the Contractor free from any claim or right of the Council or of any third party whatsoever.

- 7.2 Any additional infrastructure installed in the shelter by the Council or its agents will remain the property of the Council. This includes all RTPI equipment, NFS technology and publicity installed in the timetable case or elsewhere. The Contractor must ensure its actions do not impact upon the Councils property.

8. REMOVAL OF SHELTERS/FS UNITS

Unless within three months of the termination of the rights granted to the Contractor under Clause 4.3 in respect of any shelter or FS Unit installed by the Contractor the Contractor and the Council have otherwise reached agreement as to the disposal of the relevant Shelter or FS Unit the Contractor shall at its own expense remove the Shelter or FS Unit but the Contractor shall be responsible for restoring and making good at its own expense the Site formerly occupied by the Shelter or FS Unit in question.

9. REAL TIME PASSENGER INFORMATION (RTPI)

- 9.1 RTPI has been installed at the Shelters shown in the Specification.
- 9.2 In accordance with the agreed installation programme the RTPI equipment will be removed by the Council's contractor prior to the old Shelter being removed. Following the satisfactory installation of the new Shelter the Council's Contractor will re-install the RTPI equipment. Such costs will be borne by the Council.
- 9.3 Ongoing electricity costs at existing RTPI fitted Shelters are to be born by the Contractor and are to continue to be borne by the Contractor upon reinstallation of the RTPI equipment in the replacement Shelters.
- 9.4 The Council may require additional RTPI equipment to be installed at additional Shelters. Such installation costs are to be borne by the Council.
- 9.5 Where additional RTPI equipment is installed the Council will agree to pay additional electricity usage charges at those shelters within a formula to be agreed with the Contractor prior to such installation being carried out.

10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Contractor shall not assign this Contract or any part of it.
- 10.2 The Contractor shall not sub-contract any of the Services the subject of this Contract without the prior written consent of the Authorised Officer.

11. ALTERATIONS

- 11.1 No omission from, addition to or variation to this Contract shall be valid or of any effect unless it is agreed in writing and signed by the Authorised Officer and by the Contractor.
- 11.2 Save for an omission, addition or variation agreed pursuant to condition 11.1 hereof any provision inconsistent with this Contract contained in any other document or in any oral Contract shall be void and of no effect.

12. VARIATIONS

- 12.1 The Contractor shall not make any alteration or addition to, or omission from the Services described in this Contract except in pursuance of any variation instruction or Contract amendment issued in writing by the Authorised Officer.
- 12.2 The Authorised Officer shall be entitled to issue to the Contractor instructions in writing acknowledging or requiring the Contractor to do all or any of the following:-
 - 12.2.1 to omit and/or cease to perform any part of this Contract for such period as the Authorised Officer may determine
 - 12.2.2 to perform the Services or any part thereof in such manner as the Authorised Officer may require
 - 12.2.3 to adjust the frequency of any or all of the Services
 - 12.2.4 to perform such additional service or services outside the scope of the Services as the Authorised Officer may require provided that such additional service shall be of a nature generally associated with the Service under this Contract
 - 12.2.5 any other matters as to which it is necessary or expedient for the Authorised Officer to give instructions, directions or explanations for the proper performance of the Service.
- 12.3 Any oral or written instructions given to the Contractor will have no effect unless issued by the Authorised Officer or by any person notified in writing to the Contractor as authorised to act on the Authorised Officer's behalf.
- 12.4 The Contractor shall notify the Authorised Officer within 30 (thirty) days of expense being incurred of all claims for additional expense to which the Contractor shall consider himself entitled and shall submit therewith or as soon as practicable thereafter full and detailed particulars in support of the claim. In all cases where additional costs are claimed the Authority reserves the right to investigate all aspects of the costs.
- 12.5 The Council may require additional shelters to be installed in accordance with future transport developments. The contractor shall work with the Council to agree a suitable method of procuring installing and maintaining such infrastructure for the duration of the remainder of the contract. The option to include additional advertising revenues should be considered.

- 12.6 The Council reserves the right not to take up the options presented by the Contractor in 12.5 and instead source such infrastructure at its own expense.
- 12.7 The Contractor will acting in a reasonable manner use their best endeavours to agree change control procedures with the Council immediately following commencement of this Contract.

13. CARE AND DILIGENCE

- 13.1 The Contractor shall exercise all reasonable skill care and diligence normally expected of an expert in carrying out or administering the Services the subject of this Contract
- 13.2 Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution, or where a Certificate or Code of Practice issued by the British Board of Agreement, is current at the date of this Contract, all goods and materials used or supplied and all workmanship shall not be below the standard laid down by that Specification and/or Code of Practice
- 13.3 The Contractor shall not cause or permit anything which may damage or endanger any software, data, copyright or other intellectual property of the Council or the Council's title to them, nor shall the Contractor assist or allow others so to do.

14. AGENCY

- 14.1 Neither the Contractor nor any employee of the Contractor shall in any circumstances hold himself out as being the servant or agent of the Council, or in any circumstances hold himself out as having the power to:-
 - 14.1.1 enter into any Contract on behalf of the Council and in any other way to bind the Council to the performance, variation, release or discharge of any obligation; or
 - 14.1.2 make, vary, discharge or waive any bye-law or regulation of any kind.
- 14.2 Without prejudice to the provisions of condition 15 below, the Contractor shall indemnify the Council from and against any claims losses expenses demands liabilities and costs arising directly or indirectly as a result of a breach by the Contractor of this requirement.

15. CONFIDENTIALITY

- 15.1 Save for information already in the public domain and subject always to the overriding provisions of clause 20 herein (Freedom of Information) the Contractor and the Contractor's staff shall treat as confidential and shall not disclose to any person other than a person authorised by the Council, any written and confidential information acquired by the Contractor or the Contractor's staff in or in connection with the provision of the Services concerning the Council, its Premises, its business, its staff or its procedures.
- 15.2 At the end of this Contract the Contractor will return to the Council any documents and data in whatever form or drawings or any copies of the same with which he may have been supplied during this Contract or which may have come into his possession as a result of performing the Services. The ownership of copyright in all intellectual property, reports, programme code, documents or data in any form and copies thereof, which the Contractor may specifically prepare for the Council when carrying out the Services shall belong at all times to the Council and may not be reproduced, used or disclosed by the Contractor.

16. DISCRIMINATION

- 16.1 THE Contractor shall not practice discrimination on the grounds of colour race ethnic or national origins religion or sex or disability or age against any person employed by him or against any person in respect of whom the Work is being carried out contrary to the Sex Discrimination Act 1975, the Race Relations Act 1976 the Disability Discrimination Act 1995 and 2005 the Human Rights Act 1998 and the European Communities Act 1972 and any regulations made pursuant to these Acts (whether in the execution of this Contract or otherwise) and he shall comply at all times with any Codes of Practice issued thereunder
- 16.2 The Contractor shall take all reasonable steps to secure the observance of the provisions of this condition by all servants, employees, or agents of the Contractor and all sub-Contractors employed in the execution of this Contract.

17. STAFF

- 17.1 The Contractor shall at all times during the Period of this Contract employ sufficient staff with sufficient abilities to ensure that the Services are provided at all times and in all respects in accordance with the terms of this Contract. Without prejudice to the generality of this obligation, it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to provide the Services during staff holidays or absence through sickness or voluntary absence.
- 17.2 Without prejudice to any other Condition of this Contract, the Contractor shall ensure that every person employed by the Contractor in and about the provision of the Services is at all times properly and sufficiently trained and instructed with regard to:-
- 17.2.1 the task or tasks that that person has to perform; and
 - 17.2.2 all relevant provisions of this Contract, and
 - 17.2.3 all relevant rules, Standing Orders procedures and standards of the Council notified to the Contractor by the Authorised Officer, and
 - 17.2.4 health and safety at work; and
 - 17.2.5 fire risks and fire precautions; and
 - 17.2.6 the need to observe the highest standards of courtesy and consideration; and
 - 17.2.7 the need to report to the Authorised Officer situations which involve an actual or potential danger of personal injury to any person upon the Council's premises (where appropriate).
- 17.3 Subject always to prior consultation with the Contractor the Authorised Officer shall be empowered having demonstrated to the Contractor that he is acting reasonably fairly and not vexatiously to instruct the Contractor to remove from work in or about the provision of the Services any person employed by the Contractor, and the Contractor shall immediately comply with the instruction. As soon as it is reasonably practicable after removing one of the Contractor's employees, the Contractor shall provide a substitute. The Council shall in no circumstances be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal, and the Contractor shall fully and promptly indemnify the Council against any claim arising therefrom.

17.4 In view of the Council's obligations for the protection of pupils and other vulnerable persons in its care, the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Orders No. 1 and 2 of 1986 shall apply to staff employed in the performance of this Contract when notification is given by the Council to the Contractor in writing to this effect and in such circumstances:

17.4.1 the Contractor undertakes to request disclosure of convictions, spent or otherwise, from all employees who will be engaged on work pursuant to a Contract at those Council premises and to furnish details of the same to the Council;

17.4.2 the Contractor shall provide the Authorised Officer upon written request from the Authorised Officer with the full names and addresses of all staff to be engaged in the performance of this Contract on those Council premises;

17.4.3 the Council reserves the right to require employees of the Contractor engaged on work subject to this Contract to give their written permission for a check on previous criminal convictions to be made with the police.

17.5 The Contractor shall not knowingly employ in any of the Council's premises anyone previously dismissed from employment with the Council without the written permission of the Authorised Officer.

17.6 The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council against any liability in respect thereof.

18. SUPERVISION OF CONTRACTORS STAFF

18.1 The Contractor shall appoint a person to be the manager or equivalent for Contract administration.

18.2 Any notice, information, instruction or other communication, given or made to the manager, shall be deemed to have been given or made to the Contractor.

18.3 The manager or his deputy shall consult with the Authorised Officer and with such other of the Council's staff as may from time to time be specified by

the Authorised Officer as often as may reasonably be necessary for the efficient provision of the Services in accordance with this Contract

- 18.4 The Contractor's staff engaged in and about the provisions of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff, but shall nevertheless whilst on the Council's Premises obey all reasonable instructions given to them by the Council's supervisory staff in any matter in which the immediate safety of any person(s) shall be involved.

19. INSURANCE

- 19.1 The Contractor shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings whatsoever arising under statute or at common law in respect of personal injury or damage whatsoever to any property real or personal insofar as such injury or damage arises out of or in the course of or by carrying out of the Services except to the extent that the same is due to any act or neglect of the Council or of any person for whom the Council is responsible.
- 19.2 The Contractor and any authorised sub-Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor and the Council against all sums which shall become legally liable to be paid in respect of the matters referred to in Condition 19.1 above
- 19.3 The insurance cover provided in accordance with condition 19.2 above shall be in the sum of at least ten million pounds (£10,000,000), for any one occurrence or series of occurrences arising out of any one event. The insurance cover may be reasonably increased from time to time at the reasonable request of the Council.
- 19.4 The Contractor shall, prior to the commencement of this Contract and thereafter at such other times as the Head of Finance may require, supply the Head of Finance with copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with Condition 19.2 hereof.
- 19.5 The insurance in respect of claims for personal injury to or the death of any person under a Contract of Services or apprenticeship with the Contractor or

the sub-Contractor as the case may be and arising out of and in the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any Statutory Orders made thereunder or any amendment or re-enactment thereof.

- 19.6 The Contractor shall immediately notify the Head of Finance and the Contractor's Insurers of any happening or event which may give rise to a claim, demand, proceeding, damage, cost or charge whatsoever arising out of this Contract, and the Contractor shall indemnify the Council against any loss whatsoever which may be occasioned to the Council by the Contractor's failure to give such notification.
- 19.7 The Head of Finance shall be entitled to notify the Contractor in writing that in the opinion of the Head of Finance any policy of insurance does not effect sufficient cover to comply with this Condition and to require that the Contractor shall forthwith procure and effect such insurance as the Head of Finance shall require and in default the Authorised Officer may effect sufficient cover at the expense of the Contractor
- 19.8 If the Contractor shall fail to effect and keep in force the insurance referred to in this-condition 19 above then the Council may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and shall be at liberty to deduct the amount so paid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor
- 19.9 Where the Services or any part of them consist of professional Services the Contractor shall use all reasonable endeavours at all times during this Contract Period and until the end of the relevant statutory limitation period thereafter to maintain in force and shall, if appropriate, require any sub-Contractor to use all reasonable endeavours to maintain in force such policies of professional indemnity insurance with insurers or underwriters of repute against all legally enforceable liabilities damages costs losses claims demands and proceedings arising from the performance or non performance of the Services.
- 19.10 The Contractor shall indemnify the Council from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any construction

of plant, machine, work or materials used for or in connection with the Services and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 19.11 In the event of any claim or demand being made or action being brought against the Council under any letters patent registered design or copyright in respect of supply to the Council of anything made or supplied by the Contractor under this Contract or any use thereof by or on behalf of the Council, the Contractor shall be promptly notified thereof and at his own expense the Contractor shall conduct all negotiations for settlement of the same and any litigation that may arise therefrom. The Council shall at the request of the Contractor afford all reasonable assistance for the purpose of contesting any such claim or demand or action and shall be repaid any expense incurred in so doing and shall not make any admissions which may be prejudicial to the defence of such claim or demand.

20. FREEDOM OF INFORMATION

- 20.1 The Contractor recognises that the Council is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 (FOIA) or any other applicable legislation governing access to information, and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this contract in any way.
- 20.2 The Contractor will assist the Council to enable it to comply with its obligations. In particular, it acknowledges that the Council is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, and requests the Contractor's assistance in obtaining the information that is the subject of such request or otherwise, the Contractor will respond to any such request for assistance at its own cost and promptly, and in any event within seven days of receipt of the Council's request.

- 20.3 The Council will not be liable for any loss, damage, cost, harm or other detriment however caused arising from the disclosure of information relating to this Contract further to its duties under the FOIA or other applicable legislation governing access to information

21. HEALTH AND SAFETY

- 21.1 It shall be the Contractor's duty and responsibility to comply with all provisions of the Health and Safety at Work etc. Act 1974 and any amendments thereof and any Regulations made thereunder during the period of this Contract and the Contractor shall supply a copy of its Health and Safety at Work policy to the Council at the commencement of this Contract
- 21.2 Without prejudice to the provisions of Condition 14 hereof the Contractor shall indemnify the Council in respect of any loss it may suffer of whatever nature which arises as a result of the Contractor's failure to comply with the provisions of this condition
- 21.3 Without prejudice to the generality of the foregoing provisions it shall be the Contractor's responsibility
- 21.3.1 to ensure that all Managers, Supervisors and employees, directly employed by him on this Contract, together with all sub-Contractors nominated or otherwise employed on this Contract, are aware of their responsibilities for applying health and safety arrangements effectively within their area of responsibility
- 21.3.2 to ensure that every employee is aware that it is his own responsibility to take care of their own health and safety and that of all other persons who may be affected by their acts or omissions at work
- 21.3.3 to ensure that protective clothing is supplied (where necessary) to his own employees, to sub-Contractors employees and to visitors who have his permissions to enter upon any premises used or occupied in the provision of the Services

22. FAILURE TO CARRY OUT THE SERVICES

- 22.1 In the event of the Contractor failing to carry out the Services or any part thereof the subject of this Contract or otherwise being in breach of the terms of this Contract the Council shall be at liberty:

- 22.1.1 to determine this Contract by giving not less than seven days notice in writing to the Contractor and to employ another Contractor to provide the Services for any outstanding period of this Contract and to recover any additional costs of so doing from the Contractor
- 22.1.2 Without determining this Contract in whole or in part, itself provide or procure the provision of any part of the Services until such time as the Contractor shall have proved to the reasonable satisfaction of the Authorised Officer that such part of the Services will once more be provided by the Contractor in accordance with the terms of this Contract;
- 22.1.3 Without determining the whole of this Contract, determine this Contract in respect of any part of the Services only and thereafter itself provide or procure the provision of such part of the Services.
- 22.2 The remedies of the Council under this condition may be exercised successively in respect of any given default by the Contractor.

23. DETERMINATION

- 23.1 The Council may forthwith determine all or part of this Contract after seven days' written notice to the Contractor following the occurrence of any of the following events:
 - (i) if the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his Creditors or shall agree to carry out this Contract under the committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign this Contract without the consent in writing of the Council first obtained or shall have an execution levied on his goods; or
 - (ii) if the Contractor has failed to comply with Condition 24 relating to Bribery and Corruption;
 - (iii) if the Council shall reasonably decide that the Contractor is suffering from financial difficulties which affect or threaten to affect the performance by the Contractor of his obligations hereunder.

- (iv) is in breach of the terms of Condition 9 hereof (assignment or subletting)
 - (v) The Contractor has not made improvements to the satisfaction of the Council in accordance with 37.4.
- 23.2 The Contractor may, but not unreasonably or vexatiously, give 28 days' notice to the Council to forthwith terminate this Contract if:-
 - (a) the Council has failed to make any due payment in accordance with this Contract; or
 - (b) the Council or any person for whom the Council is responsible interferes with or obstructs the progress of the Services.
- 23.3 The notice shall be withdrawn if the Council, within the 28 days' notice period:-
 - (a) makes any due payment; or
 - (b) to the reasonable satisfaction of the Contractor the Council or any person for whom the Council is responsible ceases to interfere with or obstruct the progress of the Services.
- 23.4 The above Conditions 23.1 and 23.2 are provided always that the right to terminate shall be without prejudice to any other rights or remedies which either party may possess pursuant to the common law.
- 23.5 Upon determination of all or any part of this Contract, by the Council in accordance with Condition 23.1, in addition to such consequences as are set out in the other provisions of this Contract:
 - 23.5.1 The Contractor shall forthwith cease to perform this Contract or such part thereof as has been determined.
 - 23.5.2 The Contractor shall fully and promptly indemnify the Council in respect of the cost of causing to be performed this Contract or such part thereof as would have been performed by the Contractor during the remainder of this Contract Period to the extent that such cost exceeds such sum as would have been lawfully payable to the Contractor for performing the Services. The Council shall be at liberty to have this Contract performed by any persons (whether or not servants of the Council) as the Council reasonably deemed

fit; the Council shall be under a duty to mitigate its loss in accordance with the principles of common law.

23.5.3 To the extent this Contract has been determined and sums are due in respect hereof the Council shall be under no obligation to make further immediate payment to this Contract and shall be entitled to retain in its hand any payments which may have fallen due to the Contractor before determination until the Contractor has paid in full to the Council all sums due under this Contract or that part thereof which has been determined or to deduct therefrom any sum due from the Contractor to the Council under this Contract.

23.6 Upon determination of this Contract by the Contractor in accordance with Condition 23.2.

23.6.1 the Contractor shall cease to perform without any liability any of the Services from the termination date.

23.6.2 the Contractor shall be able to recover any additional reasonable costs actually and directly incurred by reason of default by the Council.

24. RECOVERY OF SUMS DUE

Whenever under this Contract any sum of money shall be properly recoverable from or payable by the Contractor to the Council, the same may be deducted from any sum or sums then due, or which at any time thereafter may become due, to the Contractor under this Contract or under any other Contract with the Council.

25. BRIBERY AND CORRUPTION

25.1 The Council shall be entitled to cancel this Contract with immediate effect and to recover from the Contractor the amount of any loss resulting from such cancellation, if:

25.1.1 the Contractor shall have offered to give or given to any person any gift or consideration of any kind as and inducement or reward for doing or forbearing to do or having done or forgone to do any action in relation to this Contract or any other Contract with the Council; or

25.1.2 the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor); or

25.1.3 in relation to any Contract with the Council, the Contractor or any person employed by him or acting on his behalf shall:-

- (i) have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or
- (ii) have given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

26. DATA PROTECTION

- 26.1 The Contractor shall comply in all respects with the provision of the Data Protection Act 1998 and will indemnify the Council against all actions, costs expenses claims proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the Contractor and his servants and agents.

27. BEST VALUE

- 27.1 The Contractor acknowledges that the Council is subject to the Best Value Duty.
- 27.2 The Contractor shall, throughout the Contract Term and at its own cost, be subject to the Best Value Duty in the same way as if it were the Council.
- 27.3 In discharging the Best Value Duty the Contractor shall comply with the provisions of this clause and shall undertake or refrain from undertaking such actions as the Council shall request to enable the Council to comply with the Best Value Duty including:
- (a) actively promoting, supporting and assisting the Council in meeting its Best Value Duty in respect of the Service including the Council conducting Best Value Reviews and preparing Best Value Performance Plans;
 - (b) complying with all requests by the Council for assistance in preparing its Best Value Performance Plans; and
 - (c) complying with requests for information, data or other assistance made by the Council in pursuance of its Best Value Duty including:
 - (i) to facilitate the inspection of the Council's compliance with its Best Value Duty pursuant to Part 1 of the 1999 Act; and

- (ii) to assist the Council in relation to any action taken by the Secretary of State under Section 15 Local Government Act 1999;
 - (iii) to enable the Council to comply with the Publication of Information Direction 1999 (England);
 - (d) comply with all requests by the Council to procure the attendance of specific employees at any meetings of the Council at which the Contract is to be discussed (but not more than 6 per year).
- 27.4 The Council shall at all times act reasonably in making or refraining from making requests of the Contractor in connection with the performance, satisfaction and discharge of the Council's Best Value Duty.

28. FORCE MAJEURE

- 28.1 Force Majeure means in relation to either party, any circumstances reasonably beyond the control of that party (including without limitation failure of telephone or public services, war, riot, civil commotion or act of terrorism, fire, act of god, epidemic or storm)
- 28.2 If either party is affected by Force Majeure it shall notify the other party of the nature and extent thereof
- 28.3 Neither party shall be deemed to be in breach of this Contract or otherwise be liable to the other by reason of any delay in performance, or non-performance of its obligations hereunder to the extent that such delay or non-performance is due to Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly
- 28.4 If the Force Majeure in question prevails for a continuous period in excess of 3 months the parties shall enter bona fide discussions with a view to alleviating its affects, or to agreeing upon such alternative as may be fair and reasonable

29. NOTICES

- 29.1 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by facsimile transmission to the address of the addressee as set out at the head of this Contract or to

any other address in the United Kingdom subsequently notified by either party to the other as its address for services of notices and all such notices shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct facsimile transmission number of the addressee.

30. DISPUTE RESOLUTION

- 30.1 In the event of any dispute or difference arising between the parties in connection with this Contract, the relevant Council Director and the Contractor shall, within 10 days of a written request from either party to the other addressed to the said Council Director and the Contractor, meet in good faith in an effort to resolve the dispute without recourse to legal proceedings.
- 30.2 If the dispute or difference is not resolved as a result of such meeting, either party may (at such meeting or within 14 days from its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("Neutral Adviser").
- 30.3 If the parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, either party shall within fourteen days from the date of the proposal to appoint a Neutral Adviser or within fourteen days of notice to either party that he or she is unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a Neutral Advisor.
- 30.4 The parties shall within 14 days of the appointment of the Neutral Advisor meet with him/her in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 30.5 Unless concluded within a written legally binding Contract all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 30.6 If the parties accept the Neutral Adviser's recommendations or otherwise reach Contract on the resolution of the dispute, such Contract shall be

reduced to writing and, once it is signed by their duly authorised representatives, shall be binding on the parties.

30.7 Failing Contract, either of the parties may invite the Neutral Adviser to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings commenced pursuant to the terms of this Contract without the prior written consent of both parties.

30.8 If the parties fail to reach Contract in the structured negotiations within 60 days of the Neutral Adviser being appointed then any dispute or difference between them may be referred to the Courts unless within such a period the parties agree to refer the matter to arbitration before an arbitrator whose method of appointment is agreed between them.

31. INCONSISTENCY

31.1 In the event of a conflict between any of the provisions of these conditions and any provision of the Specification, the former shall prevail.

32. GENERAL

32.1 In the event any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect

32.2 The headings of conditions are for convenience and reference only and shall not affect their interpretation

32.3 Waiver of any breach of any term or warranty under this Contract by either party shall not be deemed to be a waiver of any other breach whether antecedent or subsequent or a waiver of a subsequent like breach

32.4 Any dispute touching, concerning or arising out of this Contract (including its construction and/or validity) shall be determined in accordance with the laws of England and the Courts of England and Wales shall have exclusive jurisdiction

33. INFORMATION ON RE-TENDERING

33.1 If requested to do so by the Authorised Officer, the Contractor shall provide to the Council any and all relevant information to permit the Council to prepare the necessary documentation in respect of any subsequent tendering or retendering of the Services. The information required shall be sufficient to enable the Council to meet its legal obligations and to obtain the best

value for money reasonably obtainable in a tendering exercise. For the avoidance of doubt, this obligation shall extend to all workforce information necessary to enable the Council to comply with its duties under the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended.

33.2 Such information provided pursuant to sub-clause 33.1 above shall be at no cost to the Council.

33.3 The Council is committed to the use of innovative methods to meet the needs of transport users. The Council intends to investigate the use of Near Field Communication devices to provide ticketing or information and other transport information in the form of specific access points or 'smart posters' installed in the shelter. The Contractor must co-operate with the Council in these developments.

34. PLANNING PERMISSION

34.1 The obligations of the Contractor pursuant to Clause 4.1.1 above are subject to the Contractor obtaining and thereafter maintaining at its expense:

34.1.1 all necessary planning permissions for the erection of the Shelters and FS Units on the Sites,

34.1.2 all necessary consents under the Town and County Planning (Control of Advertisements) Regulations 1992 for the display of advertisements on all Shelters and FS Units in the Area,

34.1.3 all necessary consents from frontagers, and

34.1.4 any other consents and permissions which may be required including if appropriate, the consent of the relevant Council's Highway Officer.

35. SUSTAINABILITY

35.1 Reading Borough Council is committed to exploring ways of improving the sustainability of the town and providing a safe and healthy environment for the present and future. The Council takes the issue of climate change very seriously and requires all its contractors to operate in an environmentally friendly manner. The Council requires the Contractor's statement on:

35.1.1 the use of recycled materials in shelter and FS Unit construction;

35.1.2 the use of cleaning products;

- 35.1.3 electricity supply and possibility of future supply to be provided from Solar panels or other renewable sources.
- 35.2 The Contractor must also specify its environmental statement and policy for the removal and disposal of shelters and FS Units in an environmentally friendly manner.
- 35.3 The Council would also be interested, without placing a commitment on the Contractor, in any innovative or pioneering shelter design with particular 'green' credentials. These could be installed at specific locations as demonstration shelters subject to the agreement of the Contractor and the Council.

36. DAMAGES

- 36.1 In the event of the Contractor failing to carry out the duties specified in the Contract or otherwise being in breach of the terms of this Contract the Council shall be at liberty;

36.1.1 to determine this Contract by giving not less than 21 days notice

- 36.2 The Council reserve the right to apply a system of financial damages where there has been a failure to meet the standards expected. The scale of damages shall be as follows:

£50 Damages for each of the following:

Failure to clean a shelter within the agreed two week period

Failure to repair a faulty shelter within two weeks of notification or discovery

Failure to repair a shelter light within two weeks of notification or discovery

Failure to repair a faulty timetable display case within one week of notification or discovery

Failure to ensure a shelter is RTPI ready in accordance with the Specification

- 36.3 The Contractor shall be notified in writing of any financial damages to be applied. Appeals against imposition of deductions will be considered if lodged within five working days of receipt of notification.

- 36.4 On accumulation of £1000 of financial damages in any given twelve month period the Contractor will be required to attend a contract meeting with the Council within one month of notification. The Contractor will then have a six month period in order to generate the necessary improvements to the service. If after six months improvements have not been made to the satisfaction of the Council the Council reserve the right to terminate this contract.
- 36.5 The financial damage system is intended to deal with occasional departures from the Council's standards. Established failure to meet the required standards will constitute grounds for termination of the contract in accordance with clause 36.4 above.

(END)

7. Tender Return Checklist

Please ensure you have completed the following sections in your tender return submission and supplied 3 hard copies using the tender return label provided.

Section	Pages	Included (✓)
CD Rom Electronic Version	N/A	
3. Form of Tender	11-12	
Annex 1A	13	
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