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## Public Bikes Schemes in Regional Cities

### Expressions of Interest for Sponsorship – Public Bikes

The National Transport Authority (the "Authority"), acting on behalf of the Department of Transport, Tourism & Sport, is developing proposals for the potential introduction of public bike sharing schemes into the cities of Cork, Galway, Limerick and Waterford.

The Authority is seeking expressions of interest from commercial entities who may be interested in participating in sponsorship contracts relating to the proposed public bike sharing schemes. It is envisaged that, for an appropriate sponsor, the sponsorship contract for each city would include:

- Naming rights to the bike scheme;
- Branding/Advertising on the bicycles; and
- Branding/Advertising at bike station locations.

For further information the [Invitation for expressions of interest for the provision of sponsorship to public bike schemes in the regional cities](#) document is available here.

Completed application forms should be submitted to the National Transport Authority at the address stated in the information document above before 5.00pm on Tuesday 18<sup>th</sup> December, 2012.

### Background Reading – Reports

[Summary of Commercial Report](#)
[Summary of Technical Report](#)
[Commercial Report](#)
[Technical Report](#)

### Background Reading - Presentations

[The Dublin Bike Experience](#)
[Technical Report and Potential for Cork](#)
[Technical Report and Potential for Waterford](#)
[Technical Report and Potential for Limerick](#)
[Technical Report and Potential for Galway](#)
[Commercial Report Presentation](#)
[Tweet](#)

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## Hugh Creegan

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**From:** Sara Morris  
**Sent:** 28 November 2012 13:10  
**To:** Gerry Murphy; Hugh Creegan  
**Subject:** FW: Private Sector Sponsors For Public Bike Schemes - Minister Alan Kelly  
**Attachments:** ATT00001.txt  
  
**Importance:** High

This just in

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**From:** BLAKE Catherine [mailto:CatherineBlake@dttas.ie] **On Behalf Of** Press Office - Department of Transport  
**Sent:** 28 November 2012 13:09  
**Subject:** Private Sector Sponsors For Public Bike Schemes - Minister Alan Kelly  
**Importance:** High

### **PRIVATE SECTOR SPONSORS SOUGHT FOR PUBLIC BIKE SCHEMES – MINISTER ALAN KELLY**

Following the commencement of a formal process to seek sponsors for public bike schemes in regional cities, Public Transport Minister, Alan Kelly, has called for private sector companies to become part of the initiative, which has already proved a resounding success in Dublin.

Minister Kelly has asked the National Transport Authority (NTA) to initiate the process of seeking a sponsor for such schemes for Cork, Galway, Limerick & Waterford, with interested parties being asked to consider sponsoring such a scheme.

“Public Bike Schemes can work in the cities outside Dublin,” stated Minister Kelly.

“However they will need the support of the private sector in the form of advertising or naming rights. The NTA are now seeking expressions of interest from potential interested parties. I am quite hopeful that companies will apply and hopefully we can have shared bikes up and running next year. A series of symposia were organised last year to test private sector interest in the scheme and this process is progressing now.

Advertisements will be placed in national and local media and information is available at <http://www.nationaltransport.ie/projects-schemes/transport-projects/public-bikes-scheme-in-regional-cities/>” added Minister Kelly.

The NTA are seeking expressions of interest from commercial entities who may be interested in participating in sponsorship contracts relating to the proposed public bike sharing schemes. It is envisaged that, for an appropriate sponsor, the sponsorship contract for each city would include:

- Naming rights to the bike scheme;
- Branding /Advertising on the bicycles;
- Branding /Advertising at bike station locations.

“DublinBikes is one of the most successful schemes in the world with over 3.5 million journeys taken already. Also, the last census showed that over 200,000 of us drive less than 4km to

work. To incentivise people to not use their cars, we have to make walkways cycle paths and the road network more user-friendly. Public bike schemes make cycling more visible and therefore safer, provide more transport choices in city centres and enhance people's experience of their city, providing a win-win for the public and for business.

"Getting a scheme up and running in the regional cities would represent a major breakthrough for cycling in this country," concluded the Minister.

The 'expressions of interest' process will close on December 18<sup>th</sup>. Ends.

Issued By:

**Department of Transport, Tourism and Sport: 01 6041090 / 01 6041087**

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An t-Údarás Náisiúnta Iompair ag tacú le Tóstal Éireann 2013. Téigh chuig [www.thegatheringireland.com](http://www.thegatheringireland.com) agus Bí Páirteach ann!

Tá eolas sa teachtaireacht leictreonach seo a d'fhéadfadh bheith príobháideach nó faoi rún agus b'fhéidir go mbeadh ábhar rúnda nó pribhléideach ann. Is le h-aghaidh an duine/na ndaoine nó le h-aghaidh an aonáin atá ainmnithe thuas agus le haghaidh an duine/na ndaoine sin amháin atá an t-eolas. Tá cosc ar rochtain don teachtaireacht leictreonach seo do aon duine eile. Murab ionann tusa agus an té a bhfuil an teachtaireacht ceaptha dó bíodh a fhios agat nach gceadaítear nochtadh, cóipeáil, scaipeadh nó úsáid an eolais agus/nó an chomhaid seo agus b'fhéidir d'fhéadfadh bheith mídhleathach.

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**NTA Framework – Economic Advisory Services**

**Task Order No.: EY006  
Public Bike Schemes in Regional Cities**

**Requested By:** Hugh Creegan, NTA

**Request Date:** 12<sup>th</sup> November 2012

**Description of Task:**

To provide support and advisory services to the National Transport Authority for the administration of a formal tender competition for "sponsorship" of public bike schemes in the regional cities of Cork, Limerick, Galway and Waterford. The exact number of sponsorship contracts to be awarded will be dependent upon the sponsorship proposals received. There may be one sponsorship contract per city or one contract covering more than one city.

In undertaking this Service, the consultant is requested to examine, identify, develop and administer the optimal procurement strategy for this "sponsorship" competition in accordance with best industry practice whilst ensuring compliance with all relevant procurement legislation, to the extent applicable. This shall include:

- The assembling and assimilating of all relevant information to assist in the development of the procurement strategy;
- The development of an approach for the selection of suitable companies reflecting the ethos and principles of a public bike scheme;
- The development of a "procurement" process involving two stages, with the first stage being the selection of suitable candidate companies and the second stage being the seeking of sponsorship proposals and the successful conclusion of contracts governing this sponsorship;
- The development of Stage 1 documentation with a view to publishing this documentation on 23<sup>rd</sup> November 2012;
- The evaluation of responses to the Stage 1 request for expressions of interest with assistance as required from NTA and/or its legal and technical advisers;
- The development of Stage 2 documentation for issue in early January following the selection of suitable candidates – legal contract to be developed by the Authority's solicitors (subject to next point) and technical input to be provided as required by the Authority's technical advisers;
- The development of the financial/commercial aspects of the contract in conjunction with the Authority's legal advisers;
- The evaluation of responses to the Stage 2 request for proposals with assistance as required from NTA and/or its legal and technical advisers;
- Leading the commercial negotiations, as required, for the conclusion of the sponsorship contracts;
- Co-ordination and consultation with the NTA's legal team for this Service (McCann Fitzgerald); and
- Co-ordination and consultation with the NTA's technical consultants for this Service (Arup Consulting Engineers).

Contact person in NTA: Bernard Rennick +353 1 881 5505 Email: [bernard.rennick@nationaltransport.ie](mailto:bernard.rennick@nationaltransport.ie)

- Assist in seeking clarification and analysis of best and final offers.
- Assist you with the negotiation of best and final offers.
- Work with your legal and technical advisors on agreeing the legal documentation to completion with the preferred tenderers.

An indicative timetable for the process is shown on the next page.

**Proposed Team:**

John O'Halloran, a Director in Ernst & Young's transactions advisory business with particular experience of local government and other public sector procurements in Ireland would be the commercial lead, assisted by Diarmuid Lucey, one of his team. Hannah Featherstone will provide analytical and support. As with other tasks, Derval Cummins will be the overall engagement manager and Chris Kitchen will look after the contract management and provide task support as needed.

**Proposed Delivery Date: Stage 1: 23 December, Stage 2: First week of March 2013**

Action Agreed: ☒ Proceed ☐ Reject

Signature: \_\_\_\_\_

NTA Director

Print name:

Hugh Creegan

Signature: \_\_\_\_\_

Ernst & Young  
Consultancy

Print name:

Derval Cummins

To be completed by NTA

**NTA - Provision of Sponsorship to Public Bids Schemes in Cork, Limerick, Waterford and Galway**  
**Indicative timescale and process**

**STAGE 1**

- Assistance with drafting of procurement documentation
- Draft tender evaluation criteria
- Drafting & finalisation of RFT documentation
- Publish RFT documentation
- Drafting of Stage 2 tender process documentation
- Receipt of tender documentation from interested parties
- Review of submitted tender documentation in conjunction with evaluation criteria
- Analysis of tender submissions, clarification queries to tenderers and drafting of evaluation reports
- Selection and notification of preferred tenderers

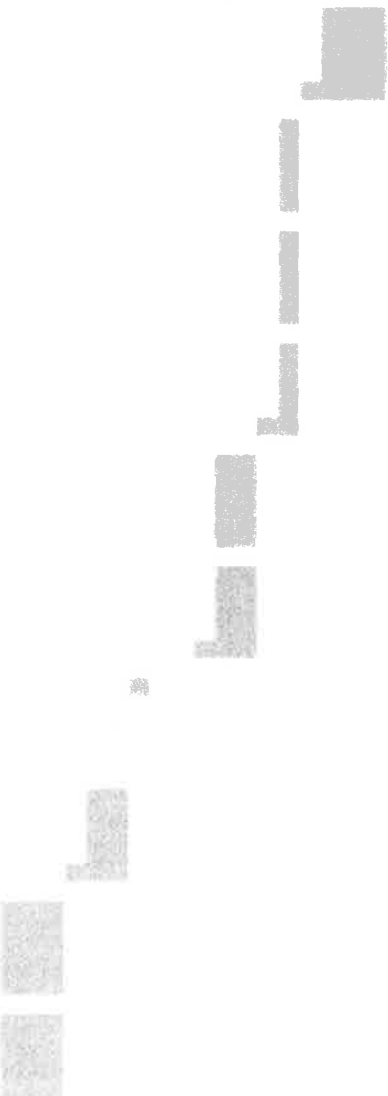
**STAGE 2**

- Issue Stage 2 process documentation
- Negotiations with preferred tenderers on key terms & conditions
- Analysis and discussion of commercial terms of submissions and impact on NTA objectives
- Request best & final offers
- Clarification and analysis of best & final offers
- Negotiation of best & final offers
- Agreement of legal documentation to completion with preferred tenderers

**N.B.**

Process overview above is indicative and subject to change as process moves forward

Week commencing												
19-Nov-12	26-Nov-12	03-Dec-12	10-Dec-12	17-Dec-12	07-Jan-13	14-Jan-13	21-Jan-13	18-Feb-13	25-Feb-13			
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEKS 8-11	WEEK 12	WEEK 13			



## PRESS RELEASE

3 November 2011

### GOVT ANNOUNCES CITY-BIKE SYMPOSIUMS FOR CORK, GALWAY, LIMERICK & WATERFORD

- *Public Bike Schemes Possible with Private Sector Partnership – Minister Kelly*

The Taoiseach, Enda Kenny along with Public Transport Minister, Alan Kelly, have announced a series of public bike symposiums to be held in regional cities in an effort to secure private sector support for city bike schemes outside of Dublin.

Public bike schemes, including Dublin bikes, allow bicycle users to pick up and drop off bikes at different points inside a city for a relatively low charge. A commitment to explore the possibility of rolling this scheme out to the regional cities was made in the programme for Government.

Speaking today, the Taoiseach said: "The Dublinbikes Scheme has been a resounding success and is internationally acknowledged as one of the most successful in Europe. This Government believes that public bike schemes in our other regional cities would enhance the city centres and provide a great boost to the cycling cultures already developing there."

Organised with the National Transport Authority, a separate symposium will be held in each city with a view to examine combined funding mechanisms for city bike schemes in the regional cities. A commercial study into the scheme by the NTA reveals that while the scheme is feasible, the funding model that makes the scheme work in Dublin cannot be applied to the other regional cities and alternatives must be found.

Minister Kelly stated: "Given the current constraints on government funding, we have to look at alternative funding mechanisms and to business, civic and community groups for ideas and proposals. Getting involved in say Galway bikes or Cork bikes could be a wonderful opportunity for the right partner to get involved and share in the success in what could be an iconic way of travelling in these cities and would be supportive of a Government initiative."

"Introducing public bike schemes to these cities is feasible and there have been some initial expressions of interest from the private sector who are interested in coming on board. Dublinbikes, which has seen more than 2.6m passenger journeys in Dublin in just 2 years, gives an idea of the potential for these schemes to take off," stated Minister Kelly.

The preliminary cost of building and running the bike schemes across four cities for fifteen years is in the region of €30 million between current and capital costs at current market conditions.

Today's announcement follows the publication of two separate reports commissioned by the National Transport Authority (NTA) to consider the introduction of public bike schemes in the regional cities.

Gerry Murphy, CEO of the National Transport Authority said: "The technical report considers the potential scope and on-the-ground logistics of schemes in each city and the commercial report considers funding, cost and revenue analysis and options. The findings and content of both documents will underpin and inform the symposiums' discussions and the reports

and summaries are available from today on the National Transport Authority's website (<http://www.nationaltransport.ie/citybikes.html>) and are also accessible via links from the Department's website ([www.dttas.ie](http://www.dttas.ie))."

### Notes for Editors:

Indicative capital costs to set up the schemes in the four proposed cities are challenging at €6.4 million with operating costs estimated at €23 million over a 15 year period.

The initial €23 million estimated figure would break down at over €7 million for Cork and just under €4million each for Galway, Waterford and Limerick with €4.5 million control room costs.

The four Bike Symposiums aim to inform and engage with interested parties, gauging the appetite locally for the scheme, communicating the issues involved and providing a defined channel via the National Transport Authority, which any interested parties can avail of to discuss an interest openly or in commercial confidence.

Symposiums will be held in Cork, Galway, Limerick and Waterford in the coming weeks to get ideas, input and evaluate support at a local level.

City	Date	Venue
Cork	7 <sup>th</sup> November	Millennium Hall, City Hall
Waterford	9 <sup>th</sup> November	The Large Room, City Hall
Limerick	14 <sup>th</sup> November	Limerick City Gallery of Art, Pery Square
Galway	15 <sup>th</sup> November	Arts Millennium Building, NUI Galway

Public Bike Schemes can bring a wide-range of visible benefits to cities. Not only are they a quick way to travel short journeys, they are cheaper on the pocket, they are a sustainable means of transport and not only do they result in a reduction in traffic, they can attract tourists and provide other options for public transport.

Dublinbikes is widely recognised as one of the most successful bike share rental schemes in the world. It currently has over 63,000 subscribers (of which almost two thirds hold long term subscriptions) and 2.6 million journeys have been taken since launch. On 13 Oct 2011 the scheme reached yet another rental record. 7,052 journeys were taken on the bikes, meaning each bike was rented an average of 13 times.

The last census showed that over 200,000 of us drive less than 4 kilometres to work. To incentivise people to not use their cars, we have to make walkways, cycle paths and the road network more user-friendly. Public bike schemes make cycling more visible and therefore safer, provide more transport choice in city centres and enhance people's experience of their city proving a win-win for the public and for business.

**For further information please contact:**

Sheena Horgan, Keating & Associates m: 085 772 1017

Sara Morris, National Transport Authority m: 086 385 8431

Caroline Ryan, Department of Transport, Tourism and Sport. M 086 891 5570

## Instructions to Tenderers

for

*The  
Service*

Public Bike Schemes in Regional Cities

using the

Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority (including the Standard Conditions of Engagement for Consultancy Services (Technical)).

FOR USE WITH THE CONDITIONS OF ENGAGEMENT FOR CONSULTANCY SERVICES  
WHERE HOURLY RATES ARE TO BE TENDERED

This document produced by:

National Transport Authority  
Dún Scéine  
Harcourt Lane  
Dublin 2

Based on:

Instructions to Tenderers for using the Restricted Procedure  
for Consultancy Services for use with the Conditions of Engagement  
for Consultancy Services where Hourly Rates are to be Tendered  
Document Reference ITT-S1(b) V.1.2  
13 January 2011

Published by: Department of Finance  
Government Buildings  
Upper Merrion Street

## Preface

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The Contracting Authority is making these documents available to Candidates for the Services Contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

In no circumstances shall the Contracting Authority, its advisers, consultants, servants and/or agents incur any liability or responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services. Any costs associated with the submission of a tender are the sole responsibility of the Candidate and will not be reimbursed. This Invitation to Tender will not be part of any Contract.

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These documents are being made available by the Contracting Authority to Candidates on the terms set out in these Instructions. These documents are not being distributed to the public and have not been filed, registered or approved in any jurisdiction. Possession or use of these documents in any manner contrary to any applicable law is expressly prohibited. Candidates shall inform themselves concerning, and shall observe, any applicable legal requirements.

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No reliance shall be placed on any information or statements contained in these documents, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Contracting Authority nor their advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the legality, validity, effectiveness, enforceability, accuracy, adequacy or completeness of such information or any statements made in relation to such Services. Candidates must make their own assessment of the adequacy, accuracy, and completeness of these documents.

Candidates should note that any reference in these Instructions to a notional capital value for the project or a notional number of hours for additional services is purely for the purposes of assessment, as described in section 9 of these Instructions. The Contracting Authority makes no representation that such figures are an accurate estimate of the value of the project or the number of hours of additional services that may be required (if any). Candidates shall not be entitled to a change in any tendered rates or prices should the actual value of the project or the actual number of hours of additional services be higher or lower than the notional figures contained herein.

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The information does not purport to be comprehensive or to have been independently verified.

The Contracting Authority reserves the right to amend these Instructions, its requirements and any information contained herein at any time by notice, in writing, to the Candidates.

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*Continued on next page*

## Preface, Continued

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Nothing in these Instructions is, nor shall be relied upon as, a promise or representation as to the Contracting Authorities' ultimate decision in relation to the award of the contract for the services the subject of the contract (the "**Services**") (the "**Contract**"). However, the Contracting Authority reserves the right to take such steps as it considers appropriate, including (but not limited to):

- changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- rejecting any, or all, of the tenders;
- not inviting a Candidate to proceed further;
- not furnishing a Candidate with additional information; or abandoning the competition.

Nothing contained in these Instructions is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of these Instructions cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

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No legal relationship or other obligation shall arise between any Candidate and the Contracting Authority (except for the Candidate's irrevocable offer to be bound by its tender for the period stated) unless and until the Contract has been entered into by issue of the Letter of Acceptance and the successful Candidate and any conditions precedent to its effectiveness have been fulfilled. The Contracting Authority shall not be obliged to appoint any of the Candidates to undertake the Services and the Contracting Authority reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with the successful Candidate will contain any representation or warranty in respect of these Instructions:-

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Candidates must treat these Instructions, their tenders, and their participation in this competition as confidential. Candidates must not disclose any information about this competition to anyone other than to those who have a legitimate need to know or whom they need to consult for the purpose of tendering, and then only on a confidential basis, or as required by law. Candidates shall promptly return these Instructions to the Contracting Authority upon request.

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*Continued on next page*

## Preface, Continued

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The Contracting Authority is entitled to disclose to any person any information about this competition, including the identity of the Candidates and details of their respective members, the Services, the tender process or the award of the Contract (including, without limitation, details of the contract price) at any time.

If a Candidate considers that information it supplies is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. Representations as to confidentiality or commercial sensitivity should give a time after which the information may be disclosed; this would not normally exceed 5 years.

The Contracting Authority will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2003, but is not bound by the Candidate's view.

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All exchanges shall be kept confidential by the Candidate and its advisors, consultants, contractors, servants and agents. Candidates may also be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.

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It will be a condition of the award of the contract that the Tenderer must comply with all applicable terms of the Department of Finance Circular 43/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.

Candidates may obtain information regarding their obligations concerning taxation from the Revenue Commissioners ([www.revenue.ie](http://www.revenue.ie))

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References to these Instructions in this section includes all information contained in these Instructions, their accompanying documentation, and any information and/or opinions made available during the tender period by or on behalf of the Contracting Authority, its advisers, consultants, contractors, servants and/or agents in connection with these Instructions or the Services including, without limitation, information made available in response to any queries.

Irish law is applicable to these Instructions. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from these Instructions:-

Each Candidate's acceptance of delivery of these Instructions constitutes its agreement to, and acceptance of, the terms set forth in the Preface.

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# 1. Introduction

## 1.1 This procedure

The success of “Dublinbikes” has prompted the consideration of introducing similar Bike Sharing Schemes in regional cities around the country.

To this end the Minister of State at the Department of Transport, Tourism and Sport (“DDTAS”) has requested that the National Transport Authority (“NTA”) examine “potential means of introducing public bike schemes to other cities”. As part of this examination the NTA, requires the services of a Consultant in accordance with the *“Framework Agreement for Consultancy Services to provide Design, Construction Management and other services for Transport Projects Funded by the National Transport Authority”*.

The services to be performed are set out in the tender documents and include:-

- A comprehensive review of the NTA’s *“Proposals for Introducing Public Bike Schemes in Regional Cities - Technical Feasibility Study”*;
- Supplementation of the analysis and research commenced in the *“Technical Feasibility Study”*, by undertaking further comprehensive examination and extensive primary research, in order to determine and define the key elements required to underpin the introduction of Public Bike Schemes, in the Regional Cities of Galway, Cork, Limerick and Waterford;
- Identification of the most appropriate site locations for each of the proposed “docking stations”;
- Development of the technical and preliminary design for each of the “docking stations”;
- Management of the public consultation process;
- Preparation of the tender documentation for the Supply, Installation, Operation and Maintenance of the Public Bike Scheme; and
- Undertaking the role of Designer and Project Supervisor Design Phase (PSDP) in accordance with relevant legislation.

Because of the interlinked nature of the services to be performed and to ensure their efficient and effective delivery, the NTA is co-ordinating the appointment of a single Consultant to deliver the required services for the Public Bike Schemes in the regional cities of Galway, Cork, Limerick and Waterford.

The eight companies on the *“Framework Agreement for Consultancy Services to provide Design, Construction Management and other services for Transport Projects Funded by the National Transport Authority”* (the “Framework Agreement”) are being invited to submit tenders for the performance of the services set out in the tender documents.

These documents set out the award criteria and the award process which will be followed by the Contracting Authority in making the assessment of which tender is the most economically advantageous. These documents also set out the information which must be supplied by Candidates. Tenders must be submitted in accordance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Contracting Authority, whose decision in the matter shall be final.

## 1.2 These documents

The documents at (i) and (ii) below are being sent to all the Candidates.

(i) The following documents (when fully completed by the relevant parties), and any amendments to them which have been issued (subject to paragraph 2.2) may be included in the Contracts:

- The Conditions of Engagement to be used for each Contract;
- Form of Tender and Schedules A and B;
- Any contents of other documents identified in Schedule A;
- Where required, Appendix 1 of these Instructions form of 'confirmation letter' in relation to parent or other company support in the form of resources and the approved formal agreement to that effect;
- Where required, collateral warranties from the sub-consultants indicated in the Particulars;
- Where required, a request for the detailed breakdown of the tender price;
- Details of quality submissions required; and
- Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority.

Also included in the Contract but not part of the documentation being issued to Candidates is the Letter of Acceptance which the Contracting Authority will issue at award stage. Any post tender clarifications that are to be part of the Contract will be included in that letter.

ii) All other documents, including *Documents for information purposes only* issued to Candidates, will not form part of either Contract. This includes (but is not limited to):

- The invitation letter
- These Instructions (other than Appendix 1 (if required to be submitted with tender))

Any information submitted with tenders and not called for in these Instructions or in post-tender clarifications

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*Continued on next page*

## 1. Introduction, Continued

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### 1.3 The Conditions for Contract award

It will be a condition precedent to appointment that the Consultant

- (a) shall provide proof that the insurances required by the Contracts (see Section 2.18 of Schedule A (DCC Services) and Schedule A (FCC Services) of the Conditions of Engagement) are in place;
  - (b) shall produce promptly a Tax Clearance Certificate;
  - (c) shall where indicated in the Particulars or as otherwise agreed with the Contracting Authorities provide sub-consultants' appointments to the Contracting Authorities for approval and furnish the Contracting Authorities with certified copies of such appointments when approved and with duly executed collateral warranties given by such sub-consultants in favour of the Contracting Authorities.
  - (d) shall accept the Contracting Authority's terms and conditions of contract.
-

## 2. Communications

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### 2.1 Contact

All communications from a Candidate to the Contracting Authority concerning this competition must be in writing and must be between the Candidate's contact person notified to the Contracting Authority in the Framework Agreement and the Contracting Authority's contact person identified in the Particulars, or any changed contact details notified by the Contracting Authority or the Candidate. The Contracting Authority will notify each Candidate of any changes to its contact details. Each Candidate must notify the Contracting Authority of any changes to its contact details.

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### 2.2 Supplemental information

The Contracting Authority may issue supplemental information to all Candidates. Supplemental information may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will only become part of the Contract if it is stated to amend the Contract documents.

The Contracting Authority will not normally issue supplemental information later than the date stated in the Particulars but is entitled to do so at any time.

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### 2.3 Queries

Candidates may raise queries in writing by email or by post using the Contracting Authority's contact details for queries stated in the Particulars. Queries must be raised as soon as possible, and should be raised in any event no later than the latest date for queries stated in the Particulars, although the Contracting Authority may at their discretion respond to queries raised after that date. The Contracting Authority has no obligation to respond to queries. If the Contracting Authority responds to a query, it will send the response to each Candidate, unless the Candidate asking the query has clearly designated the query as confidential. If the Candidate has designated the query as confidential, and the Contracting Authority decides that the response should, nevertheless, be sent to all Candidates, the Contracting Authority will so notify the Candidate asking the query, who will, subject always to the Contracting Authority's rights under paragraph 2.2 of these Instructions, have the option of withdrawing the query or having any response sent to all Candidates.

Responses to queries will not be part of the Contract, unless they state that they are amending or supplementing the Contract documents.

If a Candidate becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, it must immediately notify the Contracting Authority, even after the time for submitting queries has expired.

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*Continued on next page*

## 2. Communications, Continued

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### 2.4 Prequalification

A Candidate may not make any changes to the information in its suitability assessment submission for this competition (and included in the Framework Agreement) without the prior written consent of the Contracting Authority. Such consent must be sought from the Contracting Authority in writing and the Contracting Authority may decide, at their absolute discretion, whether to accept or reject the change.

Where a Candidate wishes to change the sub-consultant(s) listed as special skills in its suitability assessment submission (and included in the Framework Agreement), it may apply to the Contracting Authority for approval before the last date stated in the Particulars. If it does so, it must submit to the Contracting Authority the same level of information about the new sub-consultant(s) as was required about the previous sub-consultant in the original suitability assessment stage of this competition. The Contracting Authority will conduct an assessment of the new sub-consultant on the same basis as the original assessment was carried out. Following the assessment, if the Contracting Authority concludes that the Candidate would not have been invited to tender with the changed sub-consultant, the Candidate will not be permitted to make the change.

If the Candidate proposes a sub-consultant listed as a special skill before the last date to make such a proposal (as stated in the Particulars) including submitting a Suitability Assessment Questionnaire for the proposed sub-consultant, the Contracting Authority will endeavour to notify the Candidate of the decision on the sub-consultant before the latest date for submitting tenders.

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### 2.5 Other

As indicated in the Particulars

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## 3. Candidates

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- 3.1 Name** Each Candidate must sign and deliver the Form of Tender using the Candidate's full correct legal name. This must be the name in which the Candidate was invited to participate in this tender competition. Any changes must be in accordance with paragraph 2.4 of these Instructions and accepted by the Contracting Authority before a tender is allowed proceed to evaluation stage.
- 
- 3.2 Parent or other company** If a Candidate has relied on the capacity or qualifications of a parent or other entity in its suitability assessment submission for this competition the Candidate must include with the tender a confirmation letter in the form at Appendix 1 to these Instructions from such parent or other entity confirming that the resources relied upon will be made available and that a contractual commitment will be entered into by such parent or other entity at Contract execution stage if required by the Contracting Authority.
- 
- 3.3 Joint ventures** If the party who will execute the Contracts as the Consultant is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must execute the Form of Tender (see also 5.12 below). Where the role of Health and Safety Supervisor is part of the service to be provided the party providing that skill must be an individual or a company (i.e. body corporate) that constitutes an acceptable entity.
- 
- 3.4 Sub-consultants** Where a Candidate comprises a lead consultant, who will execute the Contracts with the Contracting Authority, and a number of sub-consultants, collateral warranties will be required from any sub-consultant as listed in the Particulars in the form set out in the Particulars or as otherwise notified to the Candidate by the Contracting Authority and entry into the Contract will be conditional upon the provision of such warranties.
- The Contracting Authority reserves the right to approve the sub-contract to be entered into between the lead consultant and any such sub-consultants and in particular will expect that the terms of the Conditions of Engagement insofar as they apply to any sub-consultant are reflected in any such sub-contract.
- 
- 3.5 Mandatory Exclusion** Although invited to tender, a Candidate shall be excluded if, to the Contracting Authority's knowledge at the time of the award decision, it has been convicted of an offence involving
- participation in a proscribed criminal organisation or
  - corruption or
  - fraud or
  - money laundering.
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## 3. Candidates, Continued

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### 3.6 Discretionary Exclusion

Although invited to tender, a Candidate may be excluded if, at the time of the award decision, it

- is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 or
  - has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Candidate or
  - has committed grave professional misconduct provable by means that the Employer can demonstrate or
  - has not fulfilled an obligation to pay a social security contribution as required by a law of Ireland or the country or territory where the Candidate ordinarily resides or carries on business or
  - has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Ireland or the country or territory where the Candidate ordinarily resides or carries on business or
  - has provided a statement or information to the Contracting Authority or another contracting authority knowing it to be false or misleading, or has failed to provide to the Contracting Authority or another such authority a statement or information that is reasonably required by the Contracting Authority or other authority for the purpose of awarding the public contract concerned.
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## 4. Information on Project and Services

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### 4.1 The Services

The services to be provided are set out in Schedule B to the Conditions of Engagement and are for the stages identified in Schedule B.

The Total Performance Period for the performance of the Services, together with the Performance Periods for performance of each stage of the Services, are set out in Schedules A and B to the Conditions of Engagement.

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### 4.2 The Project

The success of “Dublinbikes” has prompted the consideration of introducing similar Bike Sharing Schemes in regional cities around the country.

To this end the Minister of State at the Department of Transport, Tourism and Sport (“DDTAS”) has requested that the National Transport Authority (“NTA”) examine “potential means of introducing public bike schemes to other cities”. As part of this examination the NTA, requires the services of a Consultant in accordance with the *“Framework Agreement for Consultancy Services to provide Design, Construction Management and other services for Transport Projects Funded by the National Transport Authority”*.

The services to be performed are set out in the tender documents and include:-

- A comprehensive review of the NTA’s *“Proposals for Introducing Public Bike Schemes in Regional Cities - Technical Feasibility Study”*;
  - Supplementation of the analysis and research commenced in the *“Technical Feasibility Study”*, by undertaking further comprehensive examination and extensive primary research, in order to determine and define the key elements required to underpin the introduction of Public Bike Schemes, in the Regional Cities of Galway, Cork, Limerick and Waterford;
  - Identification of the most appropriate site locations for each of the proposed “docking stations”;
  - Development of the technical and preliminary design for each of the “docking stations”;
  - Management of the public consultation process;
  - Preparation of the tender documentation for the Supply, Installation, Operation and Maintenance of the Public Bike Scheme; and
  - Undertaking the role of Designer and Project Supervisor Design Phase (PSDP) in accordance with relevant legislation.
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## 5. Requirements for Tenders

### 5.1 Delivery

Tenders must be received at the address stated in the Particulars at or before the date and time stated in the Particulars or such later date and time as may be advised by the Contracting Authority to all Candidates in the manner described in the Particulars. Time is taken as standard time according to the Standard Time Act 1968 as amended by the Standard Time (Amendment) Act 1971 and any subsequent amendment or re-enactment thereof.

The completed tender documents should be sent in the manner described in the Particulars to the address stated in the Particulars (faxed or emailed submissions will not be accepted). It is the responsibility of Candidates to obtain a receipt, indicating time when submission was received, from the Contracting Authority.

Responsibility for the correct labelling and timely arrival of the tender rests with the Candidate.

Tenders received late will not be considered.

All tenders received on time will be opened after expiry of the deadline for return of tenders.

### 5.2 Format

Tenders will consist of:

- The completed Form of Tender with attached completed Schedules A and B executed (i.e. signed or sealed) as indicated in the Particulars.
- Where relevant, letter of confirmation at Appendix 1 (i.e. letter of confirmation in relation to parent or other company support) attached to completed Form of Tender.
- Where required, detailed breakdown of tender price (e.g. the total estimate broken down into the number of man-hours by the tendered hourly rate(s)).
- The detailed quality submission to meet the requirements set out in the Particulars.

If the Contracting Authority's information included in the Particulars or in Schedules A or B to the Conditions of Engagement has been amended by supplemental information, Candidates must base their tender on the most recently issued information.

Candidates must not make any amendments or alterations to, any section of Schedules A and B to the Conditions of Engagement included with the Form of Tender. Any such amendments may result in the Candidate's tender being rejected

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## 5. Requirements for Tenders, Continued

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**5.3. Copies** Tenders must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars.

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**5.4 Language** Tenders and supporting documents must be written in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

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## 5. Requirements for Tenders, Continued

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**5.5 Pricing** Unless otherwise stated, all sums given in tenders must be in euros, to two decimal places.

Candidates must not insert additional items in the Form of Tender or make any alterations to the Form of Tender.

Amounts must be included wherever required in the Form of Tender. Blank spaces, the terms “nil” or “included”, or dashes or the like must not be used. Each amount must properly cover the full inclusive value of the work to which the amount relates.

Where the Contracting Authority has required Candidates to submit a detailed breakdown of their tender price this information is to be provided in addition to the cost information requested in the Form of Tender and should include all costs associated with the tender total (e.g. total estimated man-hours extended by tendered hourly rates and other itemised costs).

Where the Candidates are permitted to tender a percentage for the fee, this percentage is to be a single overall percentage figure for the full service delivery. Candidates are not permitted to tender a different percentage fee for different stages and where a Candidate attempts to do so, the percentages tendered will be averaged out to arrive at an overall single percentage.

The tendered hourly rates will be deemed to include for profit and for all costs associated with staff, in particular

- Salary payments;
- Provision of all secretarial/administration/clerical support;
- All equipment required in the performance of the services;
- Office overheads;
- Insurance including health insurance;
- Bonus payments;
- Employer PRSI payments;
- Any allowances (including travel and subsistence);
- General office consumables;
- Annual leave payments/sick leave payments;
- Postage/telephone/fax/e-mail costs; and
- All photocopying, printing, and document reproduction.

The Contracting Authority’s decision as to whether or not a tender has complied with the requirements of this paragraph shall be binding.

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## 5. Requirements for Tenders, Continued

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<b>5.6 Allocation of fees</b>	The proportion of the fee that will be payable for each stage in accordance with the Conditions of Engagement is set out in Schedule B to the Conditions of Engagement. Candidates are not permitted to propose different proportions with their tenders and any attempt to do so may result in the tender being rejected.
<b>5.7 Notional capital value</b>	The notional capital value figure stated in the Particulars, if any, is exclusive of VAT and represents a notional total capital value for the Project <sup>2</sup> which will be used for tender assessment purposes only, as set out in section 9 of these Instructions.
<b>5.8 Value-Added Tax</b>	The amounts entered in the Form of Tender and any amounts in any detailed pricing breakdown required are to exclude value-added tax unless otherwise stated <sup>3</sup> .
<b>5.9 Qualifications</b>	Tenders must not be qualified in any way but must be submitted in accordance with these Instructions. Tenders must not include or be accompanied by any statement that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.
<b>5.10 Consistency with Suitability Assessment</b>	Subject to section 2.4, tenders must be consistent with the Candidate's suitability assessment submission for this competition.
<b>5.11 Project Supervisor</b>	If so stated in the Particulars, the Consultant or its nominee may be appointed as Project Supervisor for the Design Process (PSDP) under the Safety, Health and Welfare at Work (Construction) Regulations 2006.

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<sup>2</sup> See Note to Contracting Authority

<sup>3</sup> CA: there may be different VAT treatment for different elements of the lump sum (e.g. expenses). If you require elements with different VAT treatment to be separately set out in invoices, this should be stated in the management services and you may also wish to require any breakdown of the lump sum sought to have elements with different VAT treatment listed separately.

## 5. Requirements for Tenders, Continued

### 5.12 Tender execution

Where the Particulars indicate that the Form of Tender is to be executed as a deed, this must be done as follows<sup>4</sup>:

- if the Candidate is a company incorporated in Ireland, its seal must be affixed to the Form of Tender and properly authenticated, in accordance with the company's Articles of Association, and the Form of Tender must be delivered as a deed.
- if the Candidate is an individual, he or she must sign the Form of Tender as a deed, the signature must be witnessed and the Form of Tender must be delivered as a deed;
- if the Candidate is a body corporate incorporated outside Ireland, it must execute the Form of Tender as a deed according to the laws of its place of incorporation and must deliver the Form of Tender as a deed. The execution block in the Form of Tender should be adapted accordingly. A legal opinion from external legal advisors that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is incorporated may be requested by the Contracting Authority following the submission of tenders and must, if requested, be provided. The cost shall be borne by the Candidate.

Where the Form of Tender is being executed as a deed by an attorney under a power of attorney:

- if the attorney is an individual, it must execute the Form of Tender in accordance with the provisions above relating to execution of a deed by an individual;
- if the attorney is a corporate body, it must execute the Form of Tender in accordance with the provisions above relating to corporate execution (for a company incorporated in or outside Ireland as applicable);

and in each case the form of execution block should be adapted accordingly. The power of attorney or a notarially certified copy of the power of attorney may be requested by the Contracting Authority following the submission of tenders and must, if requested, be provided. The cost shall be borne by the Candidate.

Where the Particulars do not indicate that the Form of Tender is to be executed as a deed, the Form of Tender must be signed as follows:

- if the Candidate is a company incorporated in Ireland, the signature must be that of a director or a person authorised to sign and the execution must be witnessed. A letter from the company secretary confirming that the director/authorised person has been authorised to sign the document may be requested by the Contracting Authority following the submission of tenders and must, if requested, be provided. The cost shall be borne by the Candidate;

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<sup>4</sup> The notes below are designed to assist Candidates in the execution of the Form of Tender for each Sub-Tender, but they may not cover all eventualities: for example, Candidates may be an individual, company, body corporate, non-Irish body corporate, and the person executing the Form of Tender for each Sub-Tender may be doing so under a power of attorney governed by Irish law or a foreign law. It is for the Candidate, in case of doubt, to take its own professional advice as to execution of the Form of Tender for each Sub-Tender.

## 5. Requirements for Tenders, Continued

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### 5.12 Tender execution, continued

- if the Candidate is an individual, he or she must sign the Form of Tender and the execution must be witnessed;
- if the Candidate is a company incorporated elsewhere than Ireland, it must execute the Form of Tender under hand according to the laws of its place of incorporation. The execution block in the Form of Tender should be adapted accordingly. A legal opinion from external legal advisors that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered may be requested by the Contracting Authority following the submission of tenders and must, if requested, be provided. The cost shall be borne by the Candidate.

The successful Candidate will be required to execute the Conditions of Engagement in the same manner as the Form of Tender.

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### 5.13 Deposits

Any deposit required for tender documents as stated in the Particulars will be refundable to all tenderers that submit *bona fide* tenders that are not subsequently withdrawn. Such deposit is to cover the cost incurred by the Contracting Authority in preparing the relevant tender documents.

## 6. Number of Tenders, Mandatory Options and Variants

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**6.1 Terminology** Not used.

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**6.2 Mandatory options** Not used.

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**6.3 Variant tenders** Not used.

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**6.4 Number of tenders** Only one tender may be submitted by a Candidate.

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## 7. Non-Compliant Tenders

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The Contracting Authority's decision on whether a tender is compliant will be final.

If a tender fails to comply in any respect with the requirements set out in these documents, or is ambiguous, the Contracting Authority shall be entitled at its absolute discretion (but shall not be obliged to) take such action as it considers appropriate, including (but not limited to):

- (a) rejecting the relevant tender as non-compliant;
- (b) without prejudice to the Contracting Authority's right to reject the tender:
  - (i) meeting with, raising issues and/or seeking clarification from the Candidate in respect of the relevant tender;
  - (ii) requesting the Candidate to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form, provided such information does not constitute a material amendment to the tender;
  - (iii) waiving a requirement which, in the opinion of the Contracting Authority, is minor or procedural.

Provided however that no amendment and/or change to a requirement of these Instructions shall be permitted if such amendment or change does not comply with the law, including the principles of equal treatment, non-discrimination, transparency and proportionality.

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## 8. Corrections, unbalanced and abnormal tenders and rates

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### 8.1 Errors

The Contracting Authority may, without any responsibility for this, examine the Form of Tender and other detailed pricing information (where sought) for errors in addition or extension.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices does not add up to the tendered lump sum fixed price (the “**Contract Sum**”) in the Sub-Tenders.

The Contracting Authorities will decide which amounts and rates are to be adjusted.

No adjustment made under this section 8.1 will affect any tendered Contract Sum for the purpose of assessment.

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### 8.2 Unbalanced Tenders

Where, in the Contracting Authority’s opinion, any breakdown by the Candidate of the Contract Sum in any of the Sub-Tenders does not reflect a fair allocation of that tendered Contract Sum, the Contracting Authority may (but is not obliged to) do any or all of the following:

- require the Candidate to provide a more detailed breakdown of any tendered amounts, to show that they reflect a fair allocation of any tendered Contract Sum;
- require that any figures proposed by a Candidate for each stage of the Service be adjusted to reflect the allocation set out in the Particulars;
- invite the Candidate to adjust the breakdown of any Contract Sum or the allocation of the tendered percentages, but without adjusting any tendered Contract Sum, or where relevant, the overall percentage fee tendered.

The Contracting Authority will pay particular attention to pricing that could result in the Candidate, if successful, being paid too much of any Contract Sum disproportionately early in comparison with the amount of work done.

If, having considered the information provided (both in each Sub-Tender and in response to a requirement under this section 8.2), the Contracting Authority are of the view that the Candidate’s breakdown of any tendered fixed price lump sum or distribution of the tendered percentages do not reflect a fair allocation of any tendered Contract Sum, the Contracting Authority may reject the tender.

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## 8. Corrections, unbalanced and abnormal tenders and rates

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### 8.3 Abnormally low tenders, abnormally high or low rates or prices

Candidates must not use abnormally high or low rates or prices. If, in the Contracting Authority's opinion, the overall tendered amount is abnormally low or any tendered percentage (where relevant) or amounts including the rates tendered for time charges are abnormally low or abnormally high, the Contracting Authority may require the Candidate to provide further written details of the constituent elements of the overall tendered amount or the tendered rates or any other information which the Contracting Authority consider relevant. This may include (without limitation) the information listed in Regulation 69(1) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006.

Any failure to provide such information, where requested, may exclude the tender from further consideration.

Candidates are advised that in relation to hourly rates, the Contracting Authority reserve the right in particular to request such information as the Contracting Authority consider appropriate to determine whether such rates are abnormally low or high.

If, having considered the information provided, the Contracting Authority are of the view that either any Contract Sum is abnormally low or any tendered amounts (including the rates tendered for time charges) are abnormally low or abnormally high, the Contracting Authorities may reject the tender.

No adjustment made under this section 8 will affect the tendered amount.

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## 9. Assessment of Tenders

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### 9.1 Award Criteria

The award criterion is the most economically advantageous tender meeting the specified minimum criteria (if any).

The most economically advantageous tender will be determined in accordance with the award criteria set out in the Particulars.

Options, variant tenders, and standard tenders will be assessed according to these criteria.

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### 9.2 Clarification

The Contracting Authority may seek clarification or further information or both from one or more Tenderers in relation to their tender submissions. The Contracting Authority may meet with one or more Tenderers for these purposes. The Contracting Authority will confirm to the Tenderer(s) concerned in written minutes any clarification arising from a meeting and the Tenderer will be required to confirm or correct the minutes in writing. See also section 10.4.

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### 9.3 Compliance

The Contracting Authority may assess whether any of the grounds for exclusion in section 3.5 or 3.6 above apply. The Contracting Authority may assess whether Tenderers continue to meet the criteria on which they were selected for invitation to tender (see also section 9.6).

The Contracting Authority will assess tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 8 above.

Following the assessments under this section 9.3, the Contracting Authority may proceed according to section 7.

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### 9.4 Review

A Tenderer who disputes a decision of the Contracting Authorities about whether a Tender complies with these instructions must in the first instance raise the matter with the Contracting Authorities within 7 days of the matter coming to its attention.

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## 9. Assessment of Tenders, Continued

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### 9.5 Assessment methodology

(a) Tenders will be evaluated against the quality criteria set out in the Particulars. Any tender which does not achieve any specified minimum quality score in the Particulars shall be excluded from further consideration.

(b) Those Tenderers whose tenders have not been excluded following the evaluation against the quality criteria at (a) above will then have their tender prices assessed.

(c) The price score will be determined by taking the following steps:

- i. The Contracting Authority will apply the Candidate's tendered hourly rates to the notional hours set out in the Particulars, leading to a notional figure for time charges.
- ii. Where a percentage fee has been properly tendered for carrying out the Services or any element of the Services, this percentage will be applied to the notional capital value set out in the Particulars to derive a notional lump sum for the purposes of assessment only.
- iii. Where a lump sum for carrying out the Services or any element of the Services has been properly tendered, this lump sum will be added to the figure obtained under (i) and, where relevant, (ii) above.
- iv. The total figure thus obtained will be the overall notional tender price for the purposes of assessment.

(d) The tender with the lowest overall notional tender price will be awarded the maximum marks available for price. Other tenders are then scored by deducting one percent of the total marks for price for each percentage point difference between the lowest price and the tender price. The lowest price mark which can be obtained is zero.

(e) The quality and price scores of tenders which have not been excluded will be added and the tender receiving the highest overall score will be the most economically advantageous tender.

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## 9. Assessment of Tenders, Continued

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### 9.6 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Candidate to the Contracting Authority, in a tender or otherwise, including in a suitability assessment questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Candidate must so inform the Contracting Authority as soon as it becomes aware of this. If appropriate, the Candidate may make a request under section 2.4 to change information in its suitability assessment submission.

If it comes to the Contracting Authority's attention that

- there has been a change in circumstances concerning a Candidate that could affect the Contracting Authority's assessment of that Candidate's tender or the Contracting Authority's decision to invite the Candidate to submit a tender or
- information submitted by a Candidate was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

the Contracting Authority may (but is not required to) revise its assessment of the Candidate's tender or suitability assessment on the basis of the information then available to the Contracting Authority.

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## 10. Award Process

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### 10.1 Tender validity period

Tenders must remain open for acceptance for the period stated in the Particulars.

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### 10.2 Notification

As soon as practicable after reaching the award decision as to which is the most economically advantageous tender, the Contracting Authority will inform all Tenderers of the decision. The notification to the Tenderer to whom the Contracting Authority has decided to make an award may be in the form of a Letter of Intent, and the notification to the other Tenderers may be in the form of a Letter to Apparently Unsuccessful Tenderer. The Letter of Intent will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the Letter of Acceptance.

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### 10.3 Letter of intent

The Contracting Authority may issue to the Tenderer who submitted the most economically advantageous tender a Letter of Intent requiring that Tenderer to submit to the Contracting Authority any or all of the items listed in the Particulars under “Letter of Intent” together with any other items that the Contracting Authority deems appropriate.

If the Tenderer to whom such a Letter of Intent is addressed does not submit the documents as required within the time allowed, the Contracting Authority may take such steps as are considered appropriate, including (but not limited to) to

- proceed according to the process in section 10.2 above to initiate award to the Tenderer who submitted the next most economically advantageous tender or
  - allow the Tenderer to whom the Letter of Intent was addressed additional time to provide the documents or
  - issue the Letters of Acceptance to the Tenderer to whom the Letter of Intent was addressed (even though the documents have not yet been provided).
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### 10.4 Letters of Acceptance

The Contracting Authority may create the Contract by issuing the Letter of Acceptance at any time during the tender validity period or any extension of that period before the expiry of that period.

Any written clarifications of a tender (including written minutes of a meeting clarifying the tender, see section 9.2), will be referred to (if part of either Contract) in any Letter of Acceptance of the clarified tender, and the clarifications referred to will be included in the Contract<sup>5</sup>.

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<sup>5</sup> See Note to Contracting Authority

## 10. Award Process, Continued

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### 10.5 Conditions of Engagement

Following issue of the Letters of Acceptance the Contracting Authority will inform the Consultant of the arrangements for the execution of the Conditions of Engagement. The Consultant shall comply with the rules regarding execution in the Particulars.

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### 10.6 Award Notice

The Contracting Authority will, after award, send an award notice to the Office for Official Publications of the EC, if so required by law.

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## 11. Conflict of Interest

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**11.1 Disclosure** Any conflict of interest or potential conflict of interest must be fully disclosed in writing to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority shall, in its absolute discretion, decide on the appropriate course of action.

Where a consultant or group of consultants proposes to be on more than one team bidding for the Contracts, the relevant Candidates must provide a statement that they are aware of this multiple participation, and that it has been brought to the attention of all concerned.

The Contracting Authority will then investigate the circumstances to see if this multiple participation could result in a distortion of competition. Where it is felt that competition may be distorted, the consultant (or group of consultants) will be informed of this and instructed that if it still wishes to participate in the competition it must go forward on only the number of bidding teams considered appropriate by the Contracting Authority.

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## Glossary of terms used in these Instructions

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Terms defined in the Conditions of Engagement identified in the Particulars have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. Unless otherwise indicated, references to sections and Appendices are to sections of and Appendices to these Instructions.

Term	Meaning
Candidate	a person (or group of persons) that has been invited to submit a tender
Contract	The contract that may be awarded by the Contracting Authority for the Services at the end of the competition.
Conditions of Engagement	the Government Standard Conditions of Engagement for either Consultancy Services (Technical), or for Archaeological Services.
this competition	the award process for which these Instructions are issued
these documents	These Instructions and the invitation letter and other documents issued with it and any additional information issued by the Contracting Authority to Candidates in connection with the competition
these Instructions	<ul style="list-style-type: none"> <li>this volume, including the Preface at the start, Particulars and Appendices</li> <li>other documentation accompanying this volume and any information and/or opinions made available during the tender period by and on behalf of the Contracting Authority in connection with the competition not stated to amend the Contract documents</li> </ul>
Tenderer	A Candidate that has submitted a tender.

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## Particulars

These are the Particulars referred to in these Instructions. Where there is any conflict between the details set out in the Particulars and the details set out in the completed Schedules A and B (DCC Services) and Schedules A and B (FCC Services) attached to the Form of Tender for each Sub-Tender, the details set out in the Schedules shall prevail<sup>6</sup>.

Tender for  comprising  For  For  At	<i>Engineering Consultancy Services</i>	
	<i>Civil engineering design and consultancy services including PSDP</i>	
	<i>National Transport Authority</i>	
	<i>Public Bike Schemes in Regional Cities</i>	
	<i>Galway City, Cork City, Limerick City and Waterford City</i>	
Using (Instructions section 1.2 and 10.5)	Terms of Engagement:	<i>Conditions of Engagement Consultancy Services (Tec) and the Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority.</i>
	Available from	<i>Mr Bernard Rennick</i>
Contracting Authority's contact details (Instructions section 2.1)	<i>Mr Bernard Rennick, National Transport Authority.</i>	
	<i>Dún Scéine, Harcourt Lane, Dublin 2.</i>	
	Phone: <i>01-881 5505</i>	Fax: <i>NA</i>
	Email: <a href="mailto:bernard.rennick@nationaltransport.ie">bernard.rennick@nationaltransport.ie</a>	
Supplemental Information and Queries (Instructions sections 2.2, 2.3)	Latest date for queries	<i>5 days before latest time for receipt of Tender)</i>
	Date after which Contracting Authorities will not normally issue supplemental information or responses to queries	<i>3 days before latest time for receipt of Tender</i>
Contracting Authorities' contact details for queries (Instructions section 2.3)	<i>Ms Anne Prendergast, National Transport Authority</i>	
	<i>Dún Scéine, Harcourt Lane, Dublin 2.</i>	
	Phone:	Fax: <i>01-879 8333</i>
	Email: <a href="mailto:anne.prendergast@nationaltransport.ie">anne.prendergast@nationaltransport.ie</a>	

<sup>6</sup> See Notes to Contracting Authority

Change of Sub-consultants [Instructions Section 2.4]	Latest date for requesting change to proposed sub-consultant for special skills		5 days before latest time for receipt of tenders
Pricing (Instructions section 5.5)	Pricing Format	Lump Sum (please refer to Section 5.5 of these Instructions) Provide a detailed breakdown of tender price Yes  The detailed breakdown of the Tender price shall make reference to each specific Stage Service as set out in Schedules A and B.	
Tender Date (Instructions section 5.1)	Latest date and time for submission of tenders:		12:00h  02-10-2012
Tender submissions (in writing) must be sent to (Instructions section 5.1)	National Transport Authority - Finance Section, Dún Scéine, Harcourt Lane, Dublin 2.		
Delivery by (Instructions section 5.1)	Hand or registered pre-paid post. Tenderers should obtain a signed receipt acknowledging delivery of paper submissions.		
Copies (Instructions section 5.3)	Number of Paper Copies of tender	Four of each Sub-Tender	
	Number and type of Electronic Copies of tender:	Two CD-ROMs	
Other (Instructions section 2.5)	Not Applicable		

Tender Documents  
(Instructions section 1.2)

Attached to these Instructions are the following documents, divided into the two categories set out below:

**Documents to be included in the Contract:**

- Letter of Acceptance;
- Standard Conditions of Engagement for Consultancy Services (Technical) including Schedule A&B;
- Tenderer's Submission; and
- Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority.

**Documents for information purposes only** (*not* to be included in the Contracts)

National Transport Authority "Proposals for Introducing Public Bike Schemes in Regional Cities – Technical Feasibility Study", 30<sup>th</sup> June 2011;

Consultant-Utility Sign-Off Checklist;

Parking Survey Specification; and

These Instructions and any other information issued to Candidates not stated to amend the Contract documents are not to be included in the Contracts.

**Further Information**

Further information may issue as referred to in these Instructions

Details of how tenders are to be packed and marked

Format of Tender Submissions (Instructions section 5.2)	<p>Candidates should submit their tender in a sealed envelope or box or a series of sealed envelopes or boxes.</p> <p>The quality submission should be bound together in folders.</p> <p>Each envelope or box must be clearly marked with the name of the Candidate, the name of the Contract, and the content, and, if more than one copy is required, the copy number: for example “Tender of ABC Limited for Public Bike Schemes Regional Cities, copy 1, master”. If more than one tender is permitted or required, each envelope or box should also be marked with the unique identifier required under Section 6.4 of these Instructions</p>	
Language (Instructions section 5.4)	<b>English</b>	
Tender Validity Period (Instructions section 10.1)	As stated in Form of Tender for each Sub-Tender	
Mandatory Options (Instructions section 6.2)	Are mandatory options required <b>No</b>	
Variants (Instructions section 6.3)	Are variant tenders permitted?	<b>No</b>
	If variant tenders are permitted, is a standard tender also required?	<b>Not Applicable</b>
	Minimum requirements for variants	<b>Not Applicable</b>
Number of Tenders [Instructions section 6.4]	Maximum number of tenders per Candidate	<b>One</b>
Form of Tender for each Sub-Tender and Conditions of Engagement to be Executed as Deeds [Instructions 5.12]	<b>No</b>	

**Instruction to Tenderers – Technical Consultancy Services for Public Bike Schemes in Regional Cities**

Indicative Tender Programme for Competition	Contracts Notice date:	4th August 2011 (Framework Publication on etenders	Reference:	<b><i>Public Bike Schemes in Regional Cities</i></b>
	Issue Tender Documents:	<b><i>17/09/2012</i></b>		
	Receipt of Tenders:	<b><i>As indicated under "Tender Date"</i></b>		
	Interviews (if required):	<b><i>Within subsequent 2 weeks</i></b>		
	Decision on Award of Contracts:	<b><i>September 2012</i></b>		

Sub-Consultants (Instructions section 3.4)	Sub-Consultants who will be required to provide Collateral Warranties	<b><i>None</i></b>
	Form of Collateral Warranty	<b><i>Not Applicable</i></b>

Award Criteria  
(Instructions  
section 9.1)

OVERALL TOTAL QUALITY MARKS AND MINIMUM THRESHOLD			
Overall Total Quality Marks:	80 marks	Minimum Overall Quality Threshold:	40 marks
TOTAL MARKS FOR QUALITY CRITERIA AND SUB-CRITERIA			
Total Quality Marks Criterion 'A'			80 marks
Total Quality Marks for Sub-Criterion 'A1'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'A2'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'A3'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'A4'			(XXX or n/a)
Total Quality Marks Criterion 'B'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'B1'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'B2'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'B3'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'B4'			(XXX or n/a)
Total Quality Marks Criterion 'C'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'C1'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'C2'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'C3'			(XXX or n/a)
Total Quality Marks Criterion 'D'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'D1'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'D2'			(XXX or n/a)
Total Quality Marks for Sub-Criterion 'D3'			(XXX or n/a)

PRICE CRITERIA	
Total Price Marks:	20 is the total marks available for price
QUALITY PRICE RATIO	
Quality Price Ratio	80/20 (being 80 marks available for Quality and 20 marks available for Price)
BASIS OF ASSESSMENT	
Basis of Assessment for Quality Criteria and Information Required:	
<b>Criterion A: Quality (80 marks)</b>	
<p><i>The assessment of quality will involve a consideration of the following matters: -</i></p> <p><i>The Tenderers approach to carrying out the Services including measures for the effective and efficient execution of the Services required in each stage or sub-stage, the balance of skills proposed for the performance of the Services, and the arrangements for ensuring the quality of the Services to be delivered under the contract.</i></p> <p><i>The written submission setting out the above, shall be of no more than 6 (six), 1 (one) sided A4 pages, with a minimum font size of 10 (ten).</i></p>	

Additional Information to be submitted with tender	Not Applicable	
Deposit (Instructions section 5.14)	Not Applicable	€N/A

Intellectual Property Rights	Not Applicable	
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Project Supervisor (Instructions section 5.11)	The consultant or its nominee will be appointed as Project Supervisor for the Design Process (PSDP) under the Safety, Health and Welfare (Construction) Regulations 2006.	
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Letter of Intent (Instructions section 10.3)	<p>The Contracting Authority may issue to the Candidate who submitted the most economically advantageous tender a letter of intent requiring that Candidate to submit to the Contracting Authority prior to any Contract award any or all of the following:</p> <ul style="list-style-type: none"> <li>• evidence that the insurances required by the Contracts are in place (including Professional Indemnity Insurance)</li> <li>• a Tax Clearance Certificate or C2 certificate</li> <li>• any required appointment as project supervisor for the design process [and others as required]</li> <li>• any other documents the Contracting Authority consider appropriate</li> </ul>														
Rates for Time Charges (Instructions section 9.5(c)(i))	<p>The rates for time charges which will be inserted in Schedule A for each Contract and shall be as tendered in the Form of Tender for each Sub-Tender.</p> <p><b>For any additional work, the hourly rates submitted for the various grades below as part of your tender proposal for admittance to the 'Framework Agreement for Technical Consultancy Services for Transport Project funded by the National Transport Authority shall be used.</b></p> <p>The grades listed in the Form of Tender for each Sub-Tender shall have the meaning stated hereunder:</p> <ol style="list-style-type: none"> <li>1: Partner or Company Director.</li> <li>2: Head of Section/Function, Associate Director or similar.</li> <li>3: Senior Engineer/Planner or Equivalent with 10+ years experience or similar.</li> <li>4: Engineer/Planner or Equivalent more than five years experience or similar.</li> <li>5: Engineer/Planner or Equivalent with less than five years experience or similar.</li> <li>6: Engineering Technician or equivalent with 10+ years experience or similar.</li> <li>7: Junior Engineering Technician or equivalent with less than ten years experience or similar</li> </ol> <p>Candidates are required to provide rates for each of the seven grades of staff listed in the Form of Tender for each Sub-Tender. Nil rates are not permitted. Candidates' attention is drawn to the provisions of Section 8.2 of these Instructions.</p>														
Notional Hours for Assessment Purposes (Instructions section 9.5(c)(i))	<table> <tr><td>Grade 1:</td><td>0 hours</td></tr> <tr><td>Grade 2:</td><td>0 hours</td></tr> <tr><td>Grade 3:</td><td>0 hours</td></tr> <tr><td>Grade 4:</td><td>0 hours</td></tr> <tr><td>Grade 5:</td><td>0 hours</td></tr> <tr><td>Grade 6:</td><td>0 hours</td></tr> <tr><td>Grade 7:</td><td>0 hours</td></tr> </table>	Grade 1:	0 hours	Grade 2:	0 hours	Grade 3:	0 hours	Grade 4:	0 hours	Grade 5:	0 hours	Grade 6:	0 hours	Grade 7:	0 hours
Grade 1:	0 hours														
Grade 2:	0 hours														
Grade 3:	0 hours														
Grade 4:	0 hours														
Grade 5:	0 hours														
Grade 6:	0 hours														
Grade 7:	0 hours														
Notional Capital Value for Assessment Purposes (Instructions section 9.5(c)(ii))	<p>Where the Particulars indicate that percentage fees are requested, the notional capital value which will be used for the purposes of assessment is <i>Not applicable</i>.</p>														
Tender Percentage (Instructions section 9.5(c)(ii))	<p>Where the Particulars indicate that percentage fees are to be tendered, the stage at which the percentage will be converted to a fixed price lump sum is: <i>Not applicable</i>.</p>														

## Appendix 1

### Supporting Entity's letterhead

To:	<i>[Name and address of Contracting Authority]</i>
Invitation to provide	<i>[insert description of services e.g. architectural services]</i>
In relation to:	<i>[insert title of project]</i>
Date:	

A Dhaoine Uaisle

We refer to the tender for the above contract submitted by

*[Name of Candidate]*

We are aware that *[insert name of Candidate]* in making a tender submission in respect of the above competition is relying on certain resources [including financial resources]<sup>7</sup> being provided by an external source.

If successful in this competition *[insert name of Entity]* will make available to *[insert name of Candidate]* these resources to enable *[insert name of Candidate]* carry out the services in question for the Contracting Authorities and we hereby confirm that if requested by the Contracting Authorities we will execute a formal agreement to this effect in the format required by the Contracting Authorities at or prior to issue of Letters of Acceptance for the Services referred to above.

Is sinne, le meas

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<sup>7</sup> CA: Delete if financial resources not being relied upon.

## **Tender and Schedule**

for

*The Provision of*

**Engineering Consultancy Services**

*For*

**Public Bike Schemes in Regional Cities**

using the

**Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority (including the Standard Conditions of Engagement for Consultancy Services (Technical)).**

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v.1.3

18 March 2011

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Published by: Department of Finance  
Government Buildings  
Upper Merrion Street  
Dublin 2.

## Tender

<b>To</b>	<i>The Contracting Authority</i>	National Transport Authority
	<i>Address of Contracting Authority</i>	Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2
	<i>For the attention of</i>	Joanne Reagan
<b>Date:</b>		

<b>Contract</b>	<i>For the provision of</i>	Engineering Consultancy Services
<b>In relation to</b>	<i>Project title</i>	Public Bike Scheme in Regional Cities

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested) and an approved letter of 'confirmation' regarding parent or other company support (if relevant).

We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the fixed price lump sum fee of :

euro excluding VAT for the Whole Stage/Stage(s),
--

as adjusted in accordance with the contract.

**and/or**

an overall percentage fee of:

Not Applicable	% for the Whole Stage/Stage(s),
----------------	---------------------------------

together with the rates for time charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, any fee for so acting.

**Rates for time charges**

<b>For any additional work, the hourly rates submitted for the various grades below as part of your tender proposal for admittance to the 'Framework Agreement for Technical Consultancy Services for Transport Project funded by the National Transport Authority shall be used.</b>	
<b>Grade</b>	<b>Hourly rate</b>
1: Partner or Company Director.	€
2: Head of Section/Function, Associate Director or similar.	€
3: Senior Engineer/Planner or Equivalent with 10+ years experience or similar.	€
4: Engineer/Planner or Equivalent more than five years experience or similar.	€
5: Engineer/Planner or Equivalent with less than five years experience or similar.	€
6: Engineering Technician or equivalent with 10+ years experience or similar.	€
7: Junior Engineering Technician or equivalent with less than ten years experience or similar	€
	€
	€
	€
	€
	€

In consideration of your providing us with the contract documents, we agree not to withdraw this offer until the later of:

- 120 days after the end of the last day for submission of this Tender
- expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

Is sinne, le meas

**Signed on behalf of**

*Name of Tenderer*

--

*Signature of authorised  
person*

--

**In the presence of**

*Signature of witness*

--

*Name of witness*

--

*Witness's occupation*

--

*Witness's address*

--

OR (If the Tenderer is an individual)

**Signed by**

*Signature of Tenderer*

--

*Name of Tenderer*

--

**In the presence of**

*Signature of witness*

--

*Name of witness*

--

*Witness's occupation*

--

*Witness's address*

--

**Given under the Tenderer's common seal**

*Affix Tenderer's common seal*

*Signature of person  
authorised to authenticate the  
seal*

**In the presence of**

*Signature of witness*

*Name of witness*

*Witness's occupation*

*Witness's address*

OR (If the Tenderer is an individual)

**Signed and Delivered by**

*Name of Tenderer*

*Signature of Tenderer*

**In the presence of**

*Signature of witness*

*Name of witness*

*Witness's occupation*

*Witness's address*

**STANDARD CONDITIONS OF ENGAGEMENT  
FOR CONSULTANCY SERVICES (TECHNICAL)  
SCHEDULES**

## SCHEDULE A: CONTRACT PARTICULARS

### INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references. They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

### 1. APPOINTMENT

#### 1 Client, Consultant, Contact Details

	Client
Name	National Transport Authority
Telephone	01 881 5505
Mobile	N/A
Fax	N/A
Email	<a href="mailto:info@nationaltransport.ie">info@nationaltransport.ie</a>

	Client's Representative
Name	Bernard Rennick
Telephone	01 881 5505
Mobile	N/A
Fax	N/A
Email	bernard.rennick@nationaltransport.ie

	Consultant
Name	
Telephone	
Mobile	
Fax	
Email	

	Consultant's Representative
Name	
Telephone	
Mobile	
Fax	
Email	

## 2 Project

Public Bike Schemes in Regional Cities

## 7 Whole, parts, of other documents included in the Contract

1. Letter of Acceptance
2. Standard Conditions of Engagement for Consultancy Services (Technical) including Schedules A&B
3. Tenderer's Submission
4. Any relevant post tender clarifications
5. Any relevant minutes of pre-start/pre-contract award meetings
6. Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority.

## 2. PERFORMANCE

### 12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 0.00 exclusive of VAT

to make Change Orders in any three month period with a cumulative extra value above:

€ 0.00 exclusive of VAT

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

(Insert amounts and any other restrictions)

**18 Insurance types, terms**

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Professional Indemnity policy, against liability for losses due to professional negligence	€6.5 million	€ 150,000 <i>or</i> 1% of turnover, whichever is lower.	From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6.5 million	€ 50,000	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13 million	None	From start to completion of the Services.

**4. PROGRESS, PERIODS****4 Total Performance Period**

The Total Performance Period is 10 months (or as subsequently agreed by the Parties) starting on the day the Parties made the Contract.

**7. COORDINATION****5 Facilities from the Client**

N/A

**6 Client's resident staff**

N/A

**11 Team Leader**

The Consultant is team leader.

**10. DEBTS TO CLIENT****4 Interest**

The rate of interest payable on Client's wrongful deduction is Current ECB Rate + 2% p.a.

**12. BUDGETARY CONTROL****2 Excess Percentage**

'Excess Percentage' means the percentage [if any] in excess of 10% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

### 13. INTELLECTUAL PROPERTY, DOCUMENTS

#### 11 Transfer

There is not transfer to the Client instead of licence.

#### 14 Licence

Client may use Consultant's design etc. for –

Individual projects:	Any
Types of project:	Any

#### 15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: N/A

#### 18 Publicity

Consent to publicity is required from the Client.

### 14. TERMINATION

#### 29 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 8% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

### 16. DISPUTES

#### 1 Initial resolution method

Any dispute or difference arising out of or in connection with this Agreement shall, in the first instance, be referred for a conciliation to the Conciliator to be agreed between the Parties in dispute. In the event that such Parties are unable to agree on a Conciliator then the matter shall be referred to the Chairman for the time being of the Chartered Institute of Arbitrators, Irish Branch, who shall appoint the Conciliator. The IEI Conciliation Rules shall govern the conciliation.

#### 4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: In the event that the matter cannot be resolved by conciliation then it shall be referred to an Arbitrator, to be agreed by such Parties and in default of any such agreement, to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators, Irish Branch.

Any Arbitration held under this Clause shall be an Arbitration within the meaning of the Arbitration Acts 2010 (as extended, amended or replaced).

#### 5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the Arbitration rules are the Public Works and Services Arbitration Rules 2008.

None other than set out in Clauses 16.1 and 16.4 inclusive.

## SCHEDULE B: CONSULTANT'S SERVICES AND FEES

### CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for **Whole Stages for Stages (ii) to (iii)** as tabled below.

In carrying out the Services, the Consultant shall undertake and complete all of the tasks set out in this Schedule in respect of Stages (i) to (ii) as tabled below and any other tasks necessary to ensure that the Services and the outputs from the services are completed to a standard that accords with good industry practice.

### PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is included in the Services as tabled below [and the Stage Fees].

### TOTAL FEE [9]

Lump Sum:

### STAGE SERVICES

Stage (i) not applicable					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.19,20]

Stage (ii) Design	Technical Review, Preliminary Design and Public Consultation				
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.19,20]
The Consultant shall note, for Sub-Stage (ii a) to Sub-Stage (ii d) inclusive, <i>“the Client may give permissions to start them at different times”</i> , in accordance with Section 4.7 of the Standard Conditions of Engagement for Consultancy Services (Technical).					
Sub-Stage (ii a)	Public Bike Scheme in Galway City Technical Review, Preliminary Design and Public Consultation				
<p>The Consultant shall undertake a comprehensive review of the National Transport Authority’s “Proposals for Introducing Public Bike Schemes in Regional Cities - Technical Feasibility Study” as set out in the section “Details of Stage Services referred to above”;</p> <p>The Consultant shall supplement the analysis and research commenced in the “Technical Feasibility Study” by undertaking further comprehensive analysis and extensive primary research as set out in the section “Details of Stage Services referred to above”;</p> <p>The Consultant shall undertake the Preliminary Design of the Docking Stations as set out in the section “Details of Stage Services referred to above” and to include:</p> <ul style="list-style-type: none"> <li>• Stakeholder Consultation;</li> <li>• Utility Information;</li> <li>• Preliminary Public Lighting Design;</li> <li>• Preliminary Drainage Design;</li> <li>• Architectural and Archaeological Desktop Study;</li> <li>• Topographical Survey;</li> <li>• Parking Survey;</li> <li>• Road Infrastructure Audit;</li> <li>• Tree Survey Report;</li> <li>• Road Safety Audit - Stage One;</li> </ul>	4	Completion and Client acceptance of Technical & Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme		20%	8%

<b>Stage (ii) Design</b>		<b>Technical Review, Preliminary Design and Public Consultation</b>			
<b>STAGE SERVICES</b>	<b>Performance Period from permission to start [4.4] (months)</b>	<b>Milestones (if any)</b>	<b>Percentage of Total Fee for Stage</b>	<b>Stage fee</b>	<b>Percentage of Stage fee for suspension [4.19,20]</b>
<ul style="list-style-type: none"> <li>• Advance / Accommodation Works;</li> <li>• Drawings and Mapping;</li> <li>• Preliminary Cost Estimate of the Works; and</li> <li>• Technical and Preliminary Design Report.</li> <li>•</li> </ul> <p>Non-Statutory Public Consultation as set out in the section “Details of Stage Services referred to above” and to include the following specific items: -</p> <ul style="list-style-type: none"> <li>• Drawing Preparation;</li> <li>• Public Consultation;</li> <li>• Presentations &amp; Attendance at Meetings; and</li> <li>• Report Preparation.</li> </ul>					
<b>Sub-Stage (ii b)</b>	<b>Public Bike Scheme in Cork City Technical Review, Preliminary Design and Public Consultation</b>				
The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Cork City”.	<b>4</b>	<b>Completion and Client acceptance of Technical &amp; Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme</b>		<b>20%</b>	<b>8%</b>
<b>Sub-Stage (ii c)</b>	<b>Public Bike Scheme in Limerick City Technical Review, Preliminary Design and Public Consultation</b>				
The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Limerick City”.	<b>4</b>	<b>Completion and Client acceptance of Technical &amp; Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme</b>		<b>15%</b>	<b>8%</b>

Stage (ii) Design	Technical Review, Preliminary Design and Public Consultation				
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.19,20]
Sub-Stage (ii d)	Public Bike Scheme in Waterford City Technical Review, Preliminary Design and Public Consultation				
The Consultant shall undertake all services identified in Sub-Stage (ii a), "Public Bike Scheme in Galway City" and as set out in the section "Details of Stage Services referred to above", separately for this Sub-Stage, "Public Bike Scheme in Waterford City".	4	Completion and Client acceptance of Technical & Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme		10%	8%

**STAGE SERVICES**

<b>STAGE (III)</b>	<b>Tender Action, Evaluation and Award</b>				
	<b>Performance Period from permission to start [4.4] (months)</b>	<b>Milestones (if any)</b>	<b>Percentage of Total Fee for Stage</b>	<b>Stage fee</b>	<b>Percentage of Stage fee for suspension [4.19,20]</b>
<b>STAGE SERVICES</b>					
<p>Development and completion of the Tender Action, Evaluation and Award Stage to include the following specific items and all other additional items required to complete this stage in accordance with good practice:</p> <ul style="list-style-type: none"> <li>• Preparation of the tender documentation for the Supply, Installation, Operation and Maintenance of the Public Bike Scheme in the Regional Cities;</li> <li>• Tender Evaluation; and</li> <li>• Tender Award.</li> </ul>	8	Completion and Client Acceptance of the Tender Evaluation Report.		35%	8%

DETAILS OF STAGE SERVICES REFERRED TO ABOVE	
Stage (ii a)	Public Bike Scheme in Galway City Technical Review, Preliminary Design and Public Consultation
Review of Technical Feasibility Study	The Consultant shall undertake a comprehensive review of the National Transport Authority's "Proposals for Introducing Public Bike Schemes in Regional Cities - Technical Feasibility Study ", prepared by Jacobs Engineering Ireland Ltd., 30 <sup>th</sup> June 2011.
Supplementary Analysis and Primary Research	<p>The Consultant shall supplement the analysis and research commenced in the "Technical Feasibility Study" by undertaking further comprehensive analysis and extensive primary research in order to:-</p> <ul style="list-style-type: none"> <li>• Determine and define the extent of the deployment area for the introduction of the public bike scheme;</li> <li>• Determine the major trip attractors and the key demand points for public bike docking stations;</li> <li>• Determine the propensity to use a bike-sharing scheme among local residents, commuters, tourists and other visitors;</li> <li>• Determine the number of docking stations and the appropriate density of docking stations in the deployment area;</li> <li>• Determine the most appropriate site location for each of the docking stations;</li> <li>• Determine the exact number of docking points required for each of the proposed docking stations;</li> <li>• Determine the number of public bikes to be provided in the deployment area;</li> <li>• Estimate the number of subscribers and potential demand for the public bike scheme;</li> <li>• Estimate the daily rents per bike;</li> <li>• Examine the existing cycling infrastructure in the region of the proposed Public Bike Scheme and to explore and identify (but not design) complementary measures to increase the impact of any bike-sharing scheme, to encourage usage and to make cycling more attractive.</li> <li>• Determine the expected demand at each of the docking stations and any resulting or potential logistical problems for the redistribution of bikes; and</li> <li>• Prepare a redistribution management plan to address the necessity for the redistribution of bikes.</li> </ul> <p>To inform this analysis the Consultant shall examine and take cognisance of all relevant factors including, but not limited to, the current levels of cycling, the topography, cost of car parking, amount of general traffic congestion, the extent of any cycle-friendly infrastructure, the distribution of the major trip attractors throughout the city, the City Council's Development Plan, proposed infrastructure upgrades and developments, and relevant policy documents.</p>
Preliminary Design of the Docking Stations	<p>Following the determination of the key elements of the Public Bike Scheme, as detailed above, the Consultant shall identify the precise and the most desirable and appropriate site location for each of the proposed "docking stations".</p> <p>The Consultant shall note that "docking stations" are to be located, positioned and designed so as to minimise, where possible, any impacts to the existing built and natural environment e.g. street furniture, trees, landscaping and utilities (both over-ground and</p>

underground).

The Consultant shall note that docking stations are to be located in public spaces only.

The Consultant shall also determine the extent of the “reserved area” for each of the proposed “docking stations”. The “reserved area” may be defined as the open space required to accommodate all physical infrastructure associated with the “docking station” including the docking points (if required), the rental terminal (if required), opportunities for advertising and/or the installation of “wayfinding” signage.

Whilst it is understood that it is not yet known what infrastructure is to be provided and installed, if any, as part of the Public Bike Scheme offering, to assist in the determination of the extent of the “reserved area” and in the identification of suitable locations for “docking stations”, the Consultant shall assume that the required area to accommodate X number of “public bikes” for the proposed scheme is equivalent to the area required to accommodate X number of “public bikes” for the existing Dublin Bikes Scheme.

To assist in the determination of the precise and most appropriate site location for each of the “docking stations” and the design layout for each of the “docking stations”, the Consultant shall:-

- Note that all “docking stations” are to be located in open spaces;
- Engage in extensive stakeholder consultation, as detailed below;
- Undertake a study of open space availability in vicinity of the proposed/ desired locations for each of the “docking stations”;
- Undertake a land ownership study, at the proposed locations for each of the docking stations, and identify land ownership issues arising, if any.
- Identify and record all utilities in the vicinity of the proposed/ desired locations for each of the “docking stations”, as detailed below;
- Identify and record all street furniture in the vicinity of the proposed/ desired locations for each of the docking stations;
- Identify and record any features or areas of Architectural and Archaeological importance or interest in the vicinity of the proposed/ desired locations, as detailed below;
- Undertake cellar survey, where necessary;
- Identify any constraints associated with the proposed/ desired locations for each of the “docking stations”;
- Undertake a Stage 1 Road Safety Audit of each of the proposed/ desired docking stations, as detailed below and noting that particular attention should be paid to the safe access and egress for users of the facility (pedestrians and cyclists);
- Prepare a site location map for each of the proposed/ desired locations of the proposed docking stations, as detailed below; and
- Prepare a preliminary cost estimate for the construction of each of the docking stations.

Stakeholder Consultation	<p>To inform the technical review, analysis and research and to assist in the preliminary design of the “docking stations” the Consultant shall undertake extensive consultation with the key stakeholders including, but not limited to, the National Transport Authority, the city council and adjacent county council, An Garda Síochána, third level institutions in the City, health centres, Iarnród Éireann, Bus Éireann, private bus operators, taxi operators, the National Roads Authority, utility service providers, traders, businesses, representatives from employment centres, interest groups and resident groups.</p> <p>Consultation may include presentations to interested parties. Reports detailing the outcome of these presentations shall be prepared from time to time by the Consultant, as requested by the Contracting Authority.</p>
Utility Information	<p>The Consultant shall obtain, from all relevant utility providers, local authority departments, statutory undertakers, etc. all available information on the location of existing and future services, including existing service drawings and record drawings of all utilities along and adjacent to the route. The services shall be plotted on a drawing(s), to agreed scales, layout, backing etc. as per the Contracting Authority’s requirements.</p> <p>The Consultant shall, determine all investigations required to determine the location of services at each of the proposed “docking stations”. This may include, but not be limited to slit trenches, bore holes etc. The provision of these services shall include preparation of the necessary contract documentation, tender analysis and report, appointment of Project Supervisor for the Construction Stage (PSCS), site supervision, preparation of report, and advice to the NTA. This shall include the identification of suitable locations for slit trenches. The Consultant shall arrange the procurement of the slit trench works in accordance with the Contracting Authority’s procurement rules. The Consultant will supervise the on-site Slit Trench Works. The Consultant will negotiate all necessary permits (incl. e.g. road opening licences) with the local authority. Any costs relating to site supervision of these works shall be based on 10 working days supervision (in total) by a Chartered Engineer, and this cost shall be included in the Tenderers’ fixed price lump sum fee.</p> <p>The exact number and location of slit trenches to be carried out will be a matter for the Consultant, and shall be agreed with the NTA and the local authority. The Consultant shall also develop a full cost estimate for the slit trench works. These works may be carried out by private contractors.</p> <p>The private contractor appointed for this element of the works, shall be procured in accordance with the Contracting Authority’s procurement rules. The Consultant shall ensure that the information gathered from the slit trenches is gathered in the format shown in attached document, NTA "Slit Trench Forms". Any additional administration costs, expenses or overheads that the Consultant shall incur from this arrangement should be fully allowed for in their fixed price lump sum. The contractor’s fee to carry out the slit trench works shall be an additional sum, paid directly by the Contracting Authority to the successful contractor following the procurement procedure – it shall not be included in the Consultant’s fixed price lump sum. Alternatively, the Contracting Authority reserves the right to require the Consultant to obtain a minimum of three quotations for the</p>

undertaking of this work and for the Consultant to directly engage the Contractor for the slit trench works, with the Contractor's fee to be reimbursed to the Consultant as an additional sum, which is not included in the Consultant's fixed price lump sum. In the event of the Contracting Authority exercising this right no additional sum shall be payable to the Consultant other than the Contractor's fee.

A comprehensive Ground Investigation Report shall be submitted. The report shall include, but not be limited to, the following information:-

- Cover page and contents page;
- List of trial hole stakeholders including local authority area, scheme client, consultant, slit trench client, PSDP, contractor, PSCS;
- Result of tendering competition;
- Map of scheme showing slit trench locations and numbers (note, each slit trench must have a unique identification number which shall appear in every photo);
- Slit trench results form for each slit trench;
- Photograph(s) of each slit trench (one showing location of slit trench relative to surrounding environment, one showing contents of slit trench from road-side, and one showing contents of slit trench from back-of-path. Additional photos may be included. Every photo must include the slit trench reference number.

The requirements of the relevant health and safety legislation (i.e. SHWW (Construction) Regulations, 2006), shall be observed.

## Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Preliminary Public Lighting Design	Should the installation of any of the proposed “docking stations” impact on Public Lighting then the Consultant shall carry out Preliminary Public Lighting (PL) Design and provide a report outlining the PL system to be incorporated/used and to provide alternative measures if alterations to the existing lighting system are required. The Consultant shall consult with the Local Authority’s PL Department regarding their input into PL design.
Preliminary Drainage Design	Should the installation of any of the proposed “docking stations” impact on drainage then the Consultant shall carry out Preliminary Drainage Design and provide Drainage Report outlining the drainage system to be incorporated/used and to provide alternative measures if alterations to the existing drainage system are required. The Consultant shall consult with the Local Authority’s Drainage Department regarding their input into the drainage design.
Architectural and Archaeological Desktop Study	<p>The Consultant shall compile information relating to the built environment, its sensitivity and any special status designated to it in the vicinity of the site locations for each of the proposed “docking stations”.</p> <p>The Consultant shall subsequently carry out a desk top study to take account of, but not be limited to, the following: -</p> <ul style="list-style-type: none"> <li>• protected structures;</li> <li>• industrial heritage;</li> <li>• listed buildings;</li> <li>• national monuments;</li> <li>• sites of architectural interest;</li> <li>• sites or zones of archaeological interest; and</li> <li>• architectural and / or archaeological constraints.</li> </ul> <p>The compilation of information and the undertaking of the study shall be carried out by a qualified Archaeologist, as proposed by the Consultant. The Consultant shall carry out archaeological monitoring of excavation works, as necessary and as agreed with the local authority.</p> <p>The above should be informed by any previous archaeological / architectural reports carried out in the vicinity of the proposed “docking stations” if any.</p>
Topographical Survey	<p>The Consultant shall identify the relevant area to be surveyed at each of the proposed “docking station locations and shall arrange to have carried out a full topographical survey in accordance with the Quality Bus Network Project Office (QBNPO) "Topographic Survey Specification for Urban Projects - April 2009".</p> <p>The private contractor to be appointed for this element of the works shall be procured, by the Consultant, in accordance with the Contracting Authority’s procurement rules and the relevant legislation. Any additional administration costs, expenses or overheads that the Consultant shall incur from this arrangement should be fully allowed for in their fixed price lump sum. The contractor’s fee to carry out the topographical survey work shall be an</p>

	<p>additional sum, paid directly by the CA to the successful contractor following the procurement procedure – it shall not be included in the Consultant’s fixed price lump sum. Alternatively, the Contracting Authority reserves the right to require the Consultant to obtain a minimum of three quotations for the undertaking of this service and for the Consultant to directly engage the Contractor for this service, with the Contractor’s fee to be reimbursed to the Consultant as an additional sum, which is not included in the Consultant’s fixed price lump sum. In the event of the Contracting Authority exercising this right no additional sum shall be payable to the Consultant other than the Contractor’s fee.</p>
Parking Survey	<p>Should parking spaces be removed to facilitate the installation of any of the “docking stations”, within the identified “reserved areas”, then the Consultant shall carry out an on-street car parking survey at these locations, in accordance with the attached “Parking Survey Specification”.</p>
Road Infrastructure Audit	<p>The Consultant shall carry out a full audit of exiting street furniture and road infrastructure in the vicinity of each of the proposed “docking stations” to take into account, but not limited to, the following: public lighting, signage, road markings, hard and soft landscaping, street furniture, etc.</p>
Tree Survey Report	<p>The Consultant shall, in accordance with prevailing Standards (BS 5837 2012), prepare a Tree Survey Report on the impact, if any, of the “docking stations” on any trees / shrubs / hedges and / or hedgerows. This survey is to be carried out by a qualified Arboriculturalist and the report should include: -</p> <ul style="list-style-type: none"> <li>• All trees / shrubs / hedges / hedgerows on site accurately plotted, tagged and referenced to a drawing;</li> <li>• Species type, size, age, condition and useful life expectancy to be indicated;</li> <li>• The impact of the proposed development (or different options) on the trees / shrubs / hedges / hedgerows on site is to be assessed. This is to be a realistic documentation of the current state of the trees / shrubs / hedges / hedgerows on site and how the development will affect them;</li> <li>• The accompanying drawing to indicate clearly the trees / shrubs / hedges / hedgerows to be retained and the trees / shrubs / hedges / hedgerows to be removed;</li> <li>• A numerical count of the trees / shrubs / hedges / hedgerows presently on site is to be submitted, together with a numerical and percentage breakdown of the different categories of trees / shrubs / hedges / hedgerows;</li> <li>• A method statement for the management and protection during development of trees / shrubs / hedges / hedgerows to be retained;</li> <li>• The line of protective fencing illustrated clearly on accompanying survey drawing;</li> <li>• Surveyor’s name and qualifications; and</li> <li>• Date survey carried out.</li> </ul>
Road Safety Audit - Stage One	<p>The Consultant shall carry out a Stage One Road Safety Audit (RSA) for each of the proposed “docking stations”. The RSA shall be carried out in accordance with the current</p>

relevant Local Authority / National Roads Authority (NRA) Guidance and Advice notes. Copies (one Adobe Acrobat format, one MS Word format, and two hard-copy format) of the Report shall be submitted to the CA by the Consultant.

The report on the Road Safety Audit shall be assessed by the Consultant, who shall be responsible for the preparation of the Designers Response and Exception Report (if required). This report shall be presented to the Contracting Authority where all amendments to the design shall be agreed and completed prior to signing off of the Preliminary Design drawings.

## Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Advance / Accommodation Works	The Consultant shall identify all advance works and accommodation works (e.g. utility diversions, traffic diversions, boundary works, modification of structures, construction of temporary structures, etc.) necessary to progress the Project.
Drawings and Mapping	The Consultant shall prepare a site location map and an indicative layout drawing for each of the proposed “docking station” locations. This shall include a clear indication of the extent of the “reserved area” and a generic possible layout of the facilities within the reserved area, including generic docking points, service area, terminal advertising, way-finding and street furniture.
Non-Statutory Public Consultation	<p>The Consultant shall develop a set of drawings for each location for the Public Consultation Process. These drawings shall be specific public display drawings which will have an emphasis on clarity and context (as distinct from detailed engineering drawings). The Consultant will be required to carry out a full Public Consultation Process in conjunction with the Local Authority and the NTA.</p> <p>Production of information leaflets, attendance at meetings, drafting of site notices, newspaper advertisements: -</p> <p>The Consultant shall assist in the public consultation process, which will include preparation of drawings and information leaflets, attendance at a minimum of 4 (four) public/council meetings for each project (which may include evening meetings), drafting of site notices and newspaper notices, and any other activities that are part of standard public consultation procedures.</p> <p>Preparation of report outlining the public consultation process, submissions received, changes proposed, etc.: -</p> <p>Following public consultation, the Consultant shall prepare a report listing all submissions received during the public consultation process and shall prepare appropriate responses to the submissions.</p> <p>The Consultant shall subsequently make any necessary design amendments arising from the public consultation process, and update the Preliminary Design Drawings accordingly.</p>
Preliminary Cost Estimate of the Works	A preliminary cost estimate shall be prepared by the Consultant for the proposed works and all ancillary costs associated with the scheme.
Technical and Preliminary Design Report.	The Consultant shall prepare a Technical and Preliminary Design Report outlining the results of their analysis, research and consultations together with recommendations for the development proposed Public Bike Scheme. This report shall be presented to the National Transport Authority for review.

<b>Stage (ii b)</b>	<p align="center"><b>Public Bike Scheme in Cork City</b>  <b>Technical Review, Preliminary Design and Public Consultation</b></p> <p>The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Cork City”.</p>
<b>Stage (ii c)</b>	<p align="center"><b>Public Bike Scheme in Limerick City</b>  <b>Technical Review, Preliminary Design and Public Consultation</b></p> <p>The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Limerick City”.</p>
<b>Stage (ii d)</b>	<p align="center"><b>Public Bike Scheme in Waterford City</b>  <b>Technical Review, Preliminary Design and Public Consultation</b></p> <p>The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Waterford City”.</p>

Stage (iii)	Tender Action, Evaluation and Award
<p><b>Development and completion of the Tender Action, Evaluation and Award Stage to include the following specific items and all other additional items required to complete this stage in accordance with good practice:</b></p> <ul style="list-style-type: none"> <li>• Preparation of the tender documentation for the Supply, Installation, Operation and Maintenance of the Public Bike Scheme in the Regional Cities;</li> <li>• Tender Evaluation; and</li> <li>• Tender Award.</li> </ul>	<p>The Consultant shall work with the legal and financial advisory teams to develop the tender documentation and the tender process for the Supply, Installation, Operation and Maintenance of the Public Bike Schemes in the Regional Cities. The Consultant shall prepare all of the technical requirements for the tender documentation and all other requirements other than the conditions of contract and the payment mechanism. The Consultant shall prepare such documents in a manner that facilitates the tendering of the bikes schemes either on an individual city basis or on a combined city basis.</p> <p>In developing the tender documentation, the consultant shall frame the documentation in such a manner that facilitates potential different bike types and docking / booking systems. The technical sections of the tender documents to be developed by the Consultant shall comprehensively cover all relevant aspects of the design, supply, maintenance, and operation of the bike scheme and shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>- Technical requirements for bikes, including minimum standards to be maintaining throughout the operating period;</li> <li>- Technical requirements for docking stations / locking systems (to be generic enough to facilitate a variety of solutions to be proposed by subsequent tenderers);</li> <li>- Requirements for booking and bike hire payment systems including security measures for such payment system;</li> <li>- Requirements for website and smartphone apps providing live information on bike availability at stations;</li> <li>- Requirements for mapping and wayfinding signage at docking stations;</li> <li>- Operational performance standards to apply throughout the contract period including requirements for bike availability at bike stations and need for bike transfers between stations;</li> <li>- Requirements governing process of the detail design and construction of the bike stations; and</li> <li>- Reporting requirements throughout the contract period;</li> </ul> <p>The Consultant shall also be responsible for the development of the Instructions to Tenderers' document including development of tender award criteria. The Consultant shall manage the overall the tender process and be responsible for the issuing of tenders, the administration of tender queries and the tender consultation process, and the subsequent tender evaluation process.</p> <p>The Consultant shall assume that the process will be a competitive dialogue tender process or restricted tender process and shall prepare, administer and complete the prequalification stage of such process, including development of the pre-qualification documentation and the assessment of pre-qualification submissions, including the</p>

	<p>preparation of a pre-qualification assessment report.</p> <p>The Consultant shall allow in its price for a tender consultation process, incorporating one meeting with each of the shortlisted tenderers during the tender period and the assessment of an interim conceptual technical submission from each shortlisted tenderer during the tender period.</p> <p>At the end of the tender process the Consultant shall be responsible for the preparation of the tender assessment report , incorporating input as relevant from the separate legal and financial advisory teams and for the assembling of the relevant documentation for contract execution.</p>
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<b>General</b>	<b>In carrying out the above services, the Consultant shall ensure that the following services are carried out.</b>
Project Health And Safety	<p>One of the CA's key priorities on the Project is the subject of health and safety and the management of risk generally. The health and safety legal requirements on, for example, employers, designers, and contractors are extensive, and full compliance with these minimum requirements is expected of all parties. The CA intends that this high commitment to health and safety issues shall continue through all aspects of the design and sub- contract activities until the Project has been completed.</p> <p>It should be noted that, once appointed, and where relevant, the Consultant is to undertake the statutory role of Project Supervisor Design Process in addition to his other defined duties and responsibilities as 'designer', and 'employer' under Irish Health and Safety legislation.</p> <p>Project Supervisor for the Design Process (PSDP): The Consultant shall carry out the role of PSDP in accordance with the Safety, Health and Welfare at Work (Construction) Regulations, 2006.</p> <p>The Safety File: Throughout the life cycle of the project, the Consultant shall compile information for inclusion in the 'Safety File'. Upon completion of the project, the Consultant shall submit the Safety File to the CA.</p> <p>Deliverables – Project Health and Safety: (Note: the summary Deliverables listed in grey text under this heading have already been included in the respective Deliverables for the several Project Stages above).</p>
Meetings	All meetings attended by the Consultant shall be minuted by the service provider and duly circulated for comment and sign-off.
Project Management Guidelines	The Consultant shall prepare all documentation required by the National Transport Authority "Project Management Guidelines for Projects Funded by the National Transport Authority (up to €20 million in value) - December 2011" for project phases 1 to 3 inclusive.

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

## TIME CHARGES

The following Time Charges apply to suspension [4.22], Client's Changes [clause 11].

**For any additional work, the hourly rates submitted for the various grades below as part of your tender proposal for admittance to the 'Framework Agreement for Technical Consultancy Services for Transport Project funded by the National Transport Authority shall be used.**

Grade	€ per hour (exclusive of VAT)
1: Partner or Company Director.	
2: Head of Section/Function, Associate Director or similar.	
3: Senior Engineer/Planner or Equivalent with 10+ years experience or similar.	
4: Engineer/Planner or Equivalent more than five years experience or similar.	
5: Engineer/Planner or Equivalent with less than five years experience or similar.	
6: Engineering Technician or equivalent with 10+ years experience or similar.	
7: Junior Engineering Technician or equivalent with less than ten years experience or similar	

The above hourly rates include for profit and for all costs associated with staff, including in particular:

- Salary payments;
- Provision of all secretarial/administration/clerical support;
- All equipment required in the performance of the services;
- Office overheads;
- Insurance including health insurance;
- Bonus payments;
- Employer PRSI payments;
- Any allowances (including travel and subsistence);
- General office consumables;
- Annual leave payments/sick leave payments;
- Postage/telephone/fax/e-mail costs; and
- Photocopying, printing, and document reproduction costs.

**MANAGEMENT SERVICES****[Included in Stage Services as relevant, and in the Total Fee and Stage Fees]**

REPORTING		
Timing	Contents	Method
As required	Key Personnel	<p>Key Personnel are those identified by name and curriculum vitae by the Consultant in the <i>Framework Agreement for Consultancy Services to provide Design, Construction Management and other services for Transport Projects Funded by the National Transport Authority</i> having the qualifications and experience that meet the essential requirements laid down by the CA.</p> <p>The Consultant may not make changes to the key team members without the prior approval of the Client. Application to the Client for approval must be made no later than a month before the proposed change is to occur, unless the Client agrees to a shorter notice period. The Consultant must provide the name and curriculum vitae of the proposed substitute personnel together with any other details requested by the Client. The Client may refuse to accept any proposed substitute and in such a case, the Consultant shall submit to the Client further names and curricula vitae of other proposed substitute personnel within a period specified by the Client.</p>

REPORTING		
Timing	Contents	Method
Minimum of two days before each Progress Meeting	Details of the work planned and the actual work performed, milestones reached and a broad outline as to the current status of the deliverables. It shall set out the programme for the Project over the remaining Project period. Where any slippage in the programme has occurred an explanation for such delays shall be required together with a statement as to how it is proposed to recover the lost time. Progress reports shall be cross-referenced with the WBS and RAM.	It shall be sent electronically to those responsible for the action and to the CA's Client's Representative at least two days before the Progress Meeting.
Every two weeks	Progress Meetings	Meeting with CA / Local Authority / Stakeholders
As required	Changing of team members	By email, letter or fax between Nominees set down at CI 1.1
As required	All reports generated under this contract shall be provided to the CA for approval prior to circulation to any other Stakeholders	

TRANSFERS [3]		
Timing	Contents	Method

COMMUNICATIONS [6]		
Timing	Contents	Method
As required.	<p>Between Nominees set down at CI 1.1 above.</p> <p>Tasks assigned to the parties to be notified by action listing on Minutes of progress meetings.</p> <p>Consultant to prepare Minutes of all meetings.</p> <p>All communications between Consultant and Stakeholders to be copied to the Contracting Authorities Project Manager.</p> <p>All meetings between Consultant and Stakeholders are to be attended by a representative of the CA.</p>	By email, letter or fax.

COORDINATION [7]		
Timing	Contents	Method
As required.	Consultant to act as Design Team Leader.	<p>Consultant to act as Design Team Leader.</p> <p>Minutes of Design Team meetings to be circulated to the Client Representative.</p>
As required.	It is the responsibility of the Consultant(s) to direct their respective staff to fulfill their roles.	

COOPERATION [8]		
Timing	Contents	Method
As required.	On the responsibility of the Nominees to direct their respective staff to fulfil their roles.	By email, letter or fax.

PAYMENTS [9]		
Timing	Contents	Method
As required.	Requests for advance sanction of special disbursements [9.4-5].  Written requests to be lodged with the Contracting Authority, detailing costs and reasons, not less than one week before decision is required in accordance with the programme.	By email, letter or fax.

**CLIENT'S CHANGES [11]**

<b>Timing</b>	<b>Contents</b>	<b>Method</b>
As required.	<p>Contracting Authority to provide a written statement of the scope of change, seeking a costed proposal from the Consultant on the matters covered in Clauses 11(1) to 11(7) within a stated response time.</p> <p>Rates used for personnel shall be those used in the original tender, subject to the provisions of the Contract.</p> <p>Contracting Authority to endorse the change proposal, with amendments, at this discretion, within one week of its receipt, the Consultant to respond with a written acceptance within one further week.</p>	By email, letter or fax.

**TERMINATION [14]**

<b>Timing</b>	<b>Contents</b>	<b>Method</b>
As required.	Consultant to prepare a Comprehensive Handover report covering all contract obligations on Termination.	By email, letter or fax.

ALERTS, FOLLOW UP		
Timing	Contents	Method
Conflict of Interest <sup>1</sup>	Details of Conflict of Interest <sup>2</sup>	By email, letter or fax.
As required.	<p>From Consultant to Client as soon as aware of likely circumstances to require change in agreed scope of works. By written communication within two working days of the circumstances becoming apparent.</p> <p>Variation required beyond the Consultant's authority [2.11]. By written communication within two working days of the circumstances becoming apparent.</p> <p>Insurance default [2.19]. Consultant shall submit written confirmation of renewal of premium within one week of renewal due date.</p> <p>Consultant to communicate his requirements, and necessary dates, to the Contracting Authority at Initiation Meeting</p>	By email, letter or fax.

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<sup>1</sup> The Consultant shall ensure that no conflict of interest arises in respect of its performance of the Services. The Consultant shall disclose to the Client any conflict of interest or potential conflict of interest which the Consultant or any sub-consultant may have in performing the Services within forty-eight hours of the Consultant becoming aware of such conflict or potential conflict. The Consultant shall be responsible for ensuring that its sub-consultants provide it with information allowing it to observe this obligation. The Client shall at its absolute discretion decide on the appropriate course of action to be taken in respect of any conflict of interest or potential conflict of interest [which may include termination under Clause 14].

<sup>2</sup> Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict].



## EXECUTIVE SUMMARY

# Proposals for Introducing Public Bike Schemes in Regional Cities

Funding and Procurement Options  
Report

National Transport Authority / Jacobs  
Engineering

June 2011

COMMERCIAL IN CONFIDENCE

# 1 Executive Summary

## **Introduction**

The dublinbikes bike sharing scheme was introduced in Dublin in September 2009. The scheme, which is operated by the outdoor advertising firm JC Decaux in return for a concession from Dublin City Council over advertising sites in the city, has been very successful. Given this success, the Minister of State at the Department of Transport, Tourism and Sport has requested that the National Transport Authority examine the potential for bike schemes in regional cities – Cork, Limerick, Galway and Waterford.

## **Bike Sharing Schemes**

Two distinct models for bike sharing schemes can be typified as follows:

- 1 Advertising funded: The dublinbikes scheme came about from a tender by Dublin City Council for the provision of public amenities in return for concession over advertising sites. The winning tender from JC Decaux included a bike hire scheme. The scheme launched with 450 bikes and 40 stations, though Dublin City Council has plans to increase the scheme over the coming years to 300 stations and 5,000 bikes. JC Decaux fund all costs with respect to the scheme including initial set-up costs and ongoing Operations and Maintenance costs.
- 2 Publicly funded: In 2009 Transport for London awarded a six year contract to Serco to design, build, operate and maintain the London scheme which includes 400 stations and 6,000 bikes. Unlike many other cities advertising was not included in the contract. Barclays Bank entered a five year sponsorship of the scheme.

Bike hire schemes operate in many other European cities such as Paris, Barcelona, Berlin, Stuttgart and Milan and are generally either publicly funded or funded through advertising.

## **Market Consultation**

As part of the process of producing this report a market consultation exercise was performed.

The following points are a distillation of some of the key points noted:

- 1 At the outset it is essential that the scheme objectives are identified and agreed. The scheme cannot be all things to all people and it must be agreed who it is intended to serve. The schemes can be part of an integrated transport solution but this must be planned correctly. Different types of scheme can have very different costs;
- 2 The current outdoor advertising market is depressed with revenues significantly down compared to a number of years ago. It is unlikely that the schemes could be entirely funded by advertising. There is a pool of money which companies have available to spend on outdoor advertising. Increasing the number of advertising spaces does not increase this pool of money. It may however have a displacement effect where advertising revenues are transferred from other areas, for example bus shelters;
- 3 A common theme among operators was that if performance standards are overly onerous, as opposed to being flexible as demand evolves, the scheme becomes commercially very much less attractive. Requirements, for example, with penalties applying, to ensure that every station all day every day has either bikes for hire or spaces to return bikes are very difficult and potentially expensive to meet;

- 4 Depending on the length of the contract, bikes and infrastructure may need to be replaced when the contract comes to an end. Perhaps the most important aspect might be the database of users which would of course be required for a new operator should a subsequent contract not be awarded to the incumbent operator;
- 5 The locking mechanism is vitally important to schemes with later schemes demonstrating admirable theft and vandalism statistics;
- 6 The cost of subscriptions in Dublin is very low. London is c. 5 times higher. Having subscriptions higher than Dublin is something which might be considered.

### **Potential Funding Options**

With limited public funds available to the NTA, other potential funding options have been explored. A number of potential options are discussed in this report including:

- Using revenues from advertising sites in the Regional Cities;
- Advertising on the bikes;
- Scheme Sponsorship / sale of Naming rights to the scheme;
- Business contributions; and
- Higher subscriptions from members.

Market consultation suggested that given the difficult outdoor advertising market at present, it is likely that the schemes would not be capable of being funded solely out of advertising revenues. A scheme sponsorship could be considered, similar to what TfL did with the London scheme, but again this may largely be reliant on the outdoor advertising market. Subscription and usage revenues higher than Dublin could be considered. Dublin is at the lower end of the range of usage fees and market consultation clearly indicated that higher fees could be charged. Business contributions are something which could be considered while acknowledging that any revenue could be modest for the time and effort spent.

### **Potential structuring options**

There are a number of potential commercial structuring options which could be utilised to procure the scheme in the Regional Cities:

- Option 1 - Combined bike and advertising contract;
- Option 2 - Publicly funded scheme – possibly using ring-fenced revenues from advertising on the bikes and/or city sites to fund scheme but not included in tender;
- Option 3 – Bike contract with a separate but linked advertising contract;
- Option 4 - Combination of Option 1 and a Naming Rights/Sponsorship Competition;
- Option 5 - Combination of Option 2 and a Naming Rights/Sponsorship Competition;
- Option 6 - Combination of Option 3 and a Naming Rights/Sponsorship Competition.

With respect to outdoor advertising and acknowledging the feedback from the market consultation, each of the city councils in the Regional Cities in question would need to carry out a detailed assessment of their overall outdoor advertising strategy. This would include examining the potential for new advertising sites. The city councils would need to consider where might the best available sites be to maximise revenues where saturation point for outdoor advertising has not already been reached. This needs to be done in the context of the total public sector linked outdoor advertising space in each city.

Options 1 and 3 might appeal to existing outdoor advertising operators, while acknowledging that advertising is not likely to fund the entire scheme. With Option 1 tenderers may include significant risk contingency with respect to advertising revenues. These would not be evident in Option 2 and would be likely lower in Option 3. A recovery in the advertising market would benefit solely the operator in Option 1 and solely the Authority in Option 2 but would be shared in Option 3. Option 3 would need to include incentivisation for the operator to maximise advertising revenues which would be shared with the Authority to offset the subvention needed.

Options including advertising would likely appeal more to the existing advertising company operators. With Option 2 the Authority would have to enter into a separate advertising management contract with an outdoor advertising company with the attendant costs involved. Option 3 would see an outdoor advertising company manage the advertising and provide a share of the revenues to the Authority.

### **Recommendations**

Cities need to have clear objectives for what it is they want the bike sharing scheme to achieve. The first thing each city should do is identify what are the scheme objectives.

Based on the analysis in the Report it is recommended that advertising revenue be utilised to fund the scheme in combination with a competition for the sponsorship/naming rights to the scheme. The possibility of seeking business contributions should be further explored while acknowledging that there are significant complications with respect to this potential funding and the amounts involved might be modest.

NTA should further consider Option 3 - the linked contract option. This would retain an advertising element within the contract structure. While recognising that outdoor advertising alone could not currently fund the bike sharing schemes, it would provide some revenue from advertising at this time. However, were the market to improve at some time in the future revenues from advertising could be potentially much more significant. The contracts would need to include strong incentivisation mechanisms in order to maximise advertising revenue over the period of the contract and minimise subvention. Any inclusion of outdoor advertising to fund the schemes however, needs to be considered within the context of the overall Authority/City Council outdoor advertising strategy for the cities.

Consideration should be given to the potential for progressing planning on advertising sites during or in advance of tender in order to maximise certainty for tenderers as to the sites available. In seeking planning permission and depending on what information is in the public domain at that time with respect to the potential bike sharing schemes in the Regional Cities it may be useful to make it known that planning is being sought for structures to help fund a bike scheme. This may help to reduce the number of planning objections.

Serious consideration should also be given to the level of the subscription and usage fees payable. The fees associated with schemes in other European cities would suggest that the fees in Dublin are relatively low. London, for example has an annual subscription fee of £45 (c. five times the dublinbikes fee). Higher subscription and/or usage fees could be a more significant contributor towards costs.

Suggested next steps have been included in the report.

ENDS

## **Proposals for Introducing Public Bike Schemes in Regional Cities – Technical Feasibility Study**

**National Transport Authority**

**30 June 2011**

# **Executive Summary**

## Executive Summary

The Minister of State at the Department of Transport, Tourism and Sport has requested that the National Transport Authority (NTA) examines *“potential means of introducing public bike schemes to other cities”*. As part of this examination, the Minister requested an assessment of the *“potential for partnership with or sponsorship by private sector collaborators to deliver the schemes at the lowest cost to the wider Government system.”*

There has been an exponential increase in the growth of bike-sharing schemes in Europe over the last five years largely due to the ‘big bang’ effect of the hugely successful schemes in Paris and Barcelona. There are now over 50 schemes across Europe, and many more in other continents. This level of activity has resulted in an increasing knowledge-base of the different types of scheme, and the factors which contribute to their success. This study draws heavily on the results of the OBIS bike-sharing research programme which came to an end very recently (June 2011), and has made available a number of research reports as well as an all-encompassing handbook. One of the more relevant key research findings is that the success of bike-sharing schemes in smaller cities has yet to be proven, unlike the schemes in the large cities such as Paris, Barcelona and Lyon.

This study also involved brief site-visits to the four regional cities of Cork, Galway, Limerick and Waterford to gain an understanding of the ‘exogenous’ factors in each city which would influence the success of any bike sharing scheme. These include current levels of cycling, topography, cost of car parking, amount of general traffic congestion, the extent of any cycle-friendly infrastructure, and the distribution of the major trip attractors throughout the city. Discussions were also held with officers at each of the city councils either face-to-face or by telephone.

This study has found that the regional cities have several of the characteristics that tend to result in successful bike sharing schemes such as very low current levels of cycling and cycle-friendly topography across large parts of the urban areas. However, the cities also display characteristics which suggest that the success of any bike-sharing scheme would be limited due largely to the small size of the cities, the relative lack of congestion and the fact that car travel, rather than public transport, tends to be the dominant mode. There is a little less clarity for some issues such as the impact of the climate. The cities featured in the European research were categorised according to temperature, and none of them had similar climates to the relatively mild and wet conditions of the Irish cities. However, the success of the Dublin scheme shows that the Irish climate does not prevent a scheme from being successful although, for the size of the population, the scheme does currently have a relatively small number of bikes and docking stations.

This study found that although the potential exists for successful schemes in each city, it would appear that schemes in Galway and Cork would be most successful partly due to the background levels of traffic congestion and the high price of car parking in both cities.

Estimates are provided on the number of bikes that a scheme in each city would require, the number of subscribers, and the amount of use each bike would receive per day. These are shown in the table below, and are based largely on a review of equivalent data in other European schemes. For a more robust prediction, primary research would need to be carried out in each city to explore the propensity to use a bike-sharing scheme among local residents, commuters, tourists and other visitors.

***Summary of Recommendations & Estimates for each Scheme***

	Cork	Galway	Limerick	Waterford
Recommended number of bikes	265-235	200-250	135-165	80-100
Recommended number of docking stations (and docking points)	25 (510)	23 (380)	20 (255)	10 (150)
Average number of docking points per station	20	15-20	10-15	15
Estimated number of subscribers	2250	1500	1500	900
Estimated daily rents per bike	3	2	1.5	1.5

Recommendations are made on the complementary measures which would be needed as a new scheme is introduced. Perhaps the most important one would be an increase in permeability for cycle traffic in the city centres through the provision of two-way cycling on one-way streets, and by opening up pedestrianised areas to cycling where conditions allow.

The capital cost (based on outline estimates encompassing; docking stations, bikes, assessment, maintenance vehicles, a national control room and monitoring equipment) in the four cities is an estimated €6.4 million. The bulk of this is assumed to take place within a 1 year delivery period. The total operating cost (including staff, premises, vehicle maintenance, bike replacement and materials) is estimated at €23 million spread evenly over a 14 year period. This level of expenditure assumes bike rental schemes are delivery as one contract within one year. A lower expenditure would be required if schemes are not progressed in all four cities, however the cost for one national control centre would remain necessary.

ENDS

**NTA Framework – Economic Advisory Services**

**Task Order No.: EY006  
Public Bike Schemes in Regional Cities**

**Requested By:** *Hugh Creegan, NTA*

**Request Date:** 12<sup>th</sup> November 2012

**Description of Task:**

To provide support and advisory services to the National Transport Authority for the administration of a formal tender competition for "sponsorship" of public bike schemes in the regional cities of Cork, Limerick, Galway and Waterford. The exact number of sponsorship contracts to be awarded will be dependent upon the sponsorship proposals received. There may be one sponsorship contract per city or one contract covering more than one city.

In undertaking this Service, the consultant is requested to examine, identify, develop and administer the optimal procurement strategy for this "sponsorship" competition in accordance with best industry practice whilst ensuring compliance with all relevant procurement legislation, to the extent applicable. This shall include:

- The assembling and assimilating of all relevant information to assist in the development of the procurement strategy;
- The development of an approach for the selection of suitable companies reflecting the ethos and principles of a public bike scheme;
- The development of a "procurement" process involving two stages, with the first stage being the selection of suitable candidate companies and the second stage being the seeking of sponsorship proposals and the successful conclusion of contracts governing this sponsorship;
- The development of Stage 1 documentation with a view to publishing this documentation on 23<sup>rd</sup> November 2012;
- The evaluation of responses to the Stage 1 request for expressions of interest with assistance as required from NTA and/or its legal and technical advisers;
- The development of Stage 2 documentation for issue in early January following the selection of suitable candidates – legal contract to be developed by the Authority's solicitors (subject to next point) and technical input to be provided as required by the Authority's technical advisers;
- The development of the financial/commercial aspects of the contract in conjunction with the Authority's legal advisers;
- The evaluation of responses to the Stage 2 request for proposals with assistance as required from NTA and/or its legal and technical advisers;
- Leading the commercial negotiations, as required, for the conclusion of the sponsorship contracts;
- Co-ordination and consultation with the NTA's legal team for this Service (McCann Fitzgerald); and
- Co-ordination and consultation with the NTA's technical consultants for this Service (Arup Consulting Engineers).

Contact person in NTA: Bernard Rennick +353 1 881 5505 Email: [bernard.rennick@nationaltransport.ie](mailto:bernard.rennick@nationaltransport.ie)

**Consultant Proposal:**

**Approach:**

**Scope of the Services**

Ernst & Young ('EY') will assist you in a two stage procurement process as follows:

**Stage 1**

The first stage involves the selection of suitable candidate companies. We will assist you in the following manner:

- Assist you with drafting the procurement documentation which will include:
  - Public advertisement
  - Information on the offer
  - Selection criteria and exclusions.
- Draft the tenderer evaluation criteria and protocol, to be input to the overall criteria which may include legal and technical aspects.
- Assist you with drafting the request for tender documentation.
- Provide project management support for the procurement process.
- Support you in bringing the competition to the attention of advertising agencies.
- Review the submitted tender documentation in conjunction with the evaluation criteria determined.
- Provide analysis of tender submissions.
- Assist with drafting clarification queries to appropriate aspects of the tenders and in drafting the tender evaluation reports.
- Preparation of Stage 2 tender process documentation.

**Stage 2**

Stage 2 will entail the receipt of sponsorship proposals, providing you with assistance in negotiations with preferred tenderers and the successful completion of contractual agreements with commercial sponsors for each of the proposed bike schemes.

- Issue of Stage 2 tender process documentation.
- Support you in contacting preferred tenderers where appropriate and as agreed with you.
- Participate with you in key commercial meetings with preferred tenderers, where required.
- Assist in any required negotiations with preferred tenderers on key terms and conditions.
- Analyse and discuss commercial terms and the impact these have on the NTA's objectives.

- Assist in seeking clarification and analysis of best and final offers.
- Assist you with the negotiation of best and final offers.
- Work with your legal and technical advisors on agreeing the legal documentation to completion with the preferred tenderers.

An indicative timetable for the process is shown on the next page.

**Proposed Team:**

John O'Halloran, a Director in Ernst & Young's transactions advisory business with particular experience of local government and other public sector procurements in Ireland would be the commercial lead, assisted by Diarmuid Lucey, one of his team. Hannah Featherstone will provide analytical and support. As with other tasks, Derval Cummins will be the overall engagement manager and Chris Kitchen will look after the contract management and provide task support as needed.

**Proposed Delivery Date: Stage 1: 23 December, Stage 2: First week of March 2013**

Action Agreed: ☒ Proceed ☐ Reject

Signature:

NTA Director

Print name:

Hugh Creagan

Signature:

Ernst & Young  
Consultancy

Print name:

Derval Cummins

To be completed by NTA

To be completed by Ernst &  
Young Consultancy

**NTA - Provision of Sponsorship to Public Bike Schemes in Cork, Limerick, Waterford and Galway**  
**Indicative timescale and process**

Week commencing												
19-Nov-12	26-Nov-12	03-Dec-12	10-Dec-12	17-Dec-12	07-Jan-13	14-Jan-13	21-Jan-13	18-Feb-13	25-Feb-13			
WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEKS 8-11	WEEK 12	WEEK 13			

**STAGE 1**

- Assistance with drafting of procurement documentation
- Draft tender evaluation criteria
- Drafting & finalisation of RFT documentation
- Publish RFT documentation
- Drafting of Stage 2 tender process documentation
- Receipt of tender documentation from interested parties
- Review of submitted tender documentation in conjunction with evaluation criteria
- Analysis of tender submissions, clarification queries to tenders and drafting of evaluation reports
- Selection and notification of preferred tenders

**STAGE 2**

- Issue Stage 2 process documentation
- Negotiations with preferred tenders on key terms & conditions
- Analysis and discussion of commercial terms of submissions and impact on NTA objectives
- Request best & final offers
- Clarification and analysis of best & final offers
- Negotiation of best & final offers
- Agreement of legal documentation to completion with preferred tenders

**N.B.**

Process overview above is indicative and subject to change as process moves forward





# Potential for a Public Bikes Scheme in Cork

Gerry Murphy



- Background on the international development of public-bike schemes
- Cork
  - Potential for cycling
  - Demand predictions
  - Possible locations of docking stations
  - Sustainable transport in general
  - Next steps

# Three generations of cycle hire schemes

- 1960s Amsterdam
  - poorly regulated, prone to vandalism, abandonment and theft
- 1970s to 90s (e.g. Bicyklen, Copenhagen)
  - Simple and convenient but subject to theft and vandalism (could not keep track of bikes and users)
- Third (and current) generation – combats vandalism/theft through technology and secure docking stations.
  - Rennes 1998
  - Major schemes in Paris and Barcelona 2007 credited with 'big bang' effect
  - First Ireland scheme: Dublin 2009
  - First UK scheme: London 2010



# The world's biggest schemes

- Velib in Paris was the world's largest when introduced in 2006 – over 20,000 bikes and over 100,000 trips per day
- Hangzhou, China (2008), now the largest with over 60,000 bikes
- For comparison, Dublinbikes (2009) has 550 bikes (as of Summer 2011)



# The third generation of cycle hire schemes – key characteristics

- Have become known as 'bike-sharing schemes'
- Business model includes major advertising firms (JC Decaux in Paris), scheme sponsorship (Barclays, pictured below), and car-park revenue (Barcelona)
- Bikes are available for a free half hour – beyond this period, prices rise exponentially
- Different levels of subscription – daily, weekly and annual



# The third generation of cycle hire schemes – key characteristics (2)

- Large city schemes, journeys last 13-17 minutes on average (3km to 4km)
- Density of docking stations (Paris and London) approximately 8/km<sup>2</sup> or 1 station every 300m. Lower density in smaller places e.g. Calais 1.5/km<sup>2</sup>
- Bikes have several essential characteristics
  - unique, **robust** parts to deter vandals, minimise maintenance and make visible
  - mudguards and chain-guards to enable use in **normal clothes**
  - permanently illuminated dynamo **lights**
  - easily **adjustable** saddle height suitable for most adults (1.5m -1.9m)





# Obstacles to successful schemes

European research project identified the following obstacles to a successful scheme:

1. Existing high levels of cycle ownership and mode share
2. **Underestimated demand** causing low availability
3. Competition with traditional hire
4. **Vandalism/theft** in cities without a cycling culture
5. Intensive use leading to **frequent breakdowns** damaging integrity of scheme
6. **Empty or full stations** prevent hire or return of bikes - users waste time and lose trust in scheme
7. Registration/rental fees don't cover costs
  - external revenues needed

# Factors which influence demand

- Topography
  - steep hills or prolonged gentler gradients considerably reduce demand
- Congestion affecting motorised transport
  - congestion for cars and poor priority for public transport
- Limited availability and/or high cost of car parking
- Comprehensiveness of public transport services; and fares
- Climate and weather



# Focus on Cork

- Population of around 150,000 – the largest of the regional cities
- Levels of cycling have remained low in the last 20 years – 2% in 1992 to 0.5% in 2002, thought to be between 0.5% and 1% now
- Cycle-friendly topography (away from the northern side), and the compactness of the city centre will support demand
- Relatively expensive car parking and considerable congestion in the peak hour will assist with the appeal of a bike-sharing scheme
- Multi-lane, one-way streets in city centre make cycling more intimidating, and hamper navigation
  - But the attractive urban streetscapes in the retail area are well suited to bike-sharing scheme trips

## Focus on Cork (2)

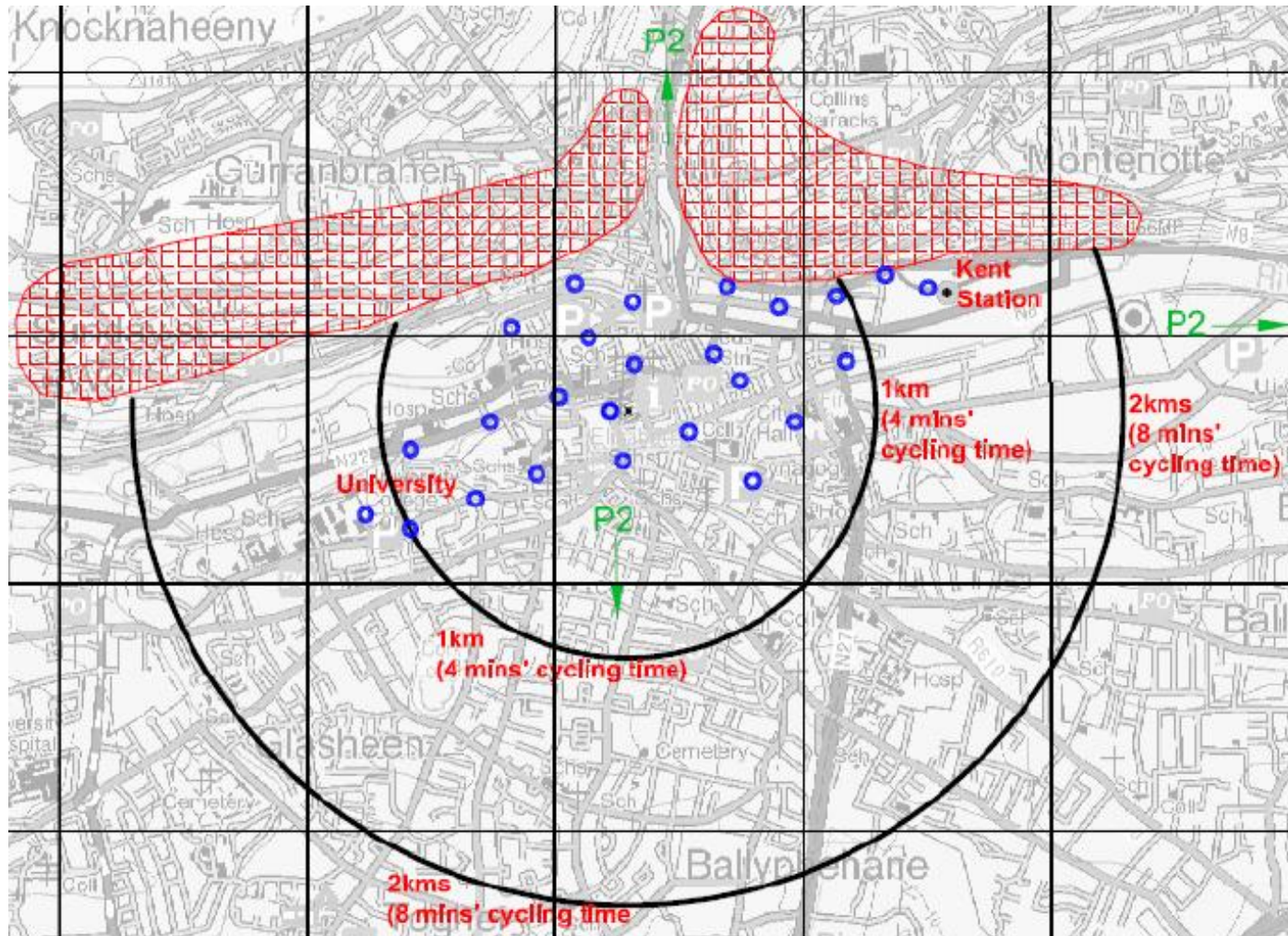
- Cycle parking (including at the station) is well used
- Footway cycling indicates suppressed demand
- Compared with similar sized European schemes, we estimate demand will be average, so median ratios from European schemes have been applied



# Demand predictions for bike-sharing scheme in Cork

- A fleet of approximately **300 bikes**
- It is predicted that the scheme would attract **2,000 to 2,500** members
- Approximately **25** docking stations
- Proposed deployment area would stretch from Kent Station in the east to University College Cork in the west
- Proposed deployment area is linear due to steep hills to the north, distribution of the main trip attractors close to river, and location of railway station and university

# Potential location for Docking Stations



# Sustainable transport in Cork – a bigger picture

A bike scheme would complement other initiatives

- Traffic management grants supporting
  - Bus priority
  - Walking
  - Cycling
- A national cycle manual to guide best design
  - [www.cyclemanual.ie](http://www.cyclemanual.ie)
- Real time passenger information
- Optimisation of bus services

# The NTA is administering €2.84 million in grant funding to Cork City Council in 2011 on behalf of the Department of Transport, Tourism & Sport

## Bus Priority and Park & Ride projects - €1.3 million

1.	€1.1 m	Ballincollig Green Route (QBC)
2.	€200,000	Detailed Design of Carrigrohane Park & Ride facility

## Bus Stop Accessibility - €120,000

1.	€ 70,000	South Mall (Upgrade)
2.	€ 25,000	Glenheights - North Ring Road (Upgrade)
3.	€ 25,000	Curraheen Road (New)

## Jobs Initiative Fund - €1.42 million

1.	€150,000	Pedestrian Crossing Facilities
2.	€50,000	Regional Freight Management Strategy (Phase 1)
3.	€170,500	City Centre Accessibility Monitoring
4.	€350,000	Sunvalley Drive Project
5.	€175,000	Boreenmanna Road Project
6.	€125,000	Footpath Renewal Project
7.	<b>€400,000</b>	<b>Cork City Cycle Network – Phase 1</b>

# The Cork Cycle Study identified three priority cycle routes for the Cork Metropolitan Area

1.	Route 1	Douglas Route - 12.3 km
2.	Route 2	Ballyvolane Route - 14 km
3.	Route 3	Ballincollig Route - 3.3 km

The overall objective of the cycle network is to provide an integrated, safe and functional cycleway for the Cork Metropolitan Area.





## National Cycle Manual

- 1.0 The Basics**
  - 1.1 Sustainable Safety
  - 1.2 Five Needs of Cyclists
  - 1.3 Conflict and Risks
  - 1.4 Quality of Service
  - 1.5 Width
  - 1.6 Link Types
  - 1.7 Integration and Segregation
  - 1.8 Right of Way
  - 1.9 Pedestrians and Cyclists
- 2.0 Legislation and Policy**
- 3.0 Planning for the Bicycle**
- 4.0 Designing for the Bicycle**
- 5.0 Getting the Details Right**
- 6.0 Maintenance**
- 7.0 Tools and Checklists**

### 1.1 Sustainable Safety

Cycling is a vulnerable mode in traffic terms. Safety is at the heart of all good design. The designer should ensure that the Principles of Sustainable Safety have been applied to all schemes.

The principles of Sustainable Safety were developed in 1992, and in the following years in the Netherlands. They underpin all road design and the adherence to those principles has contributed to the Netherlands leading record in road safety.

This manual subscribes to the principles of Sustainable Safety and has used them in the determination of content.



There are five principles as follows:

- 1.1.1 Functionality
- 1.1.2 Homogeneity
- 1.1.3 Legibility
- 1.1.4 Forgivingness
- 1.1.5 Self-awareness

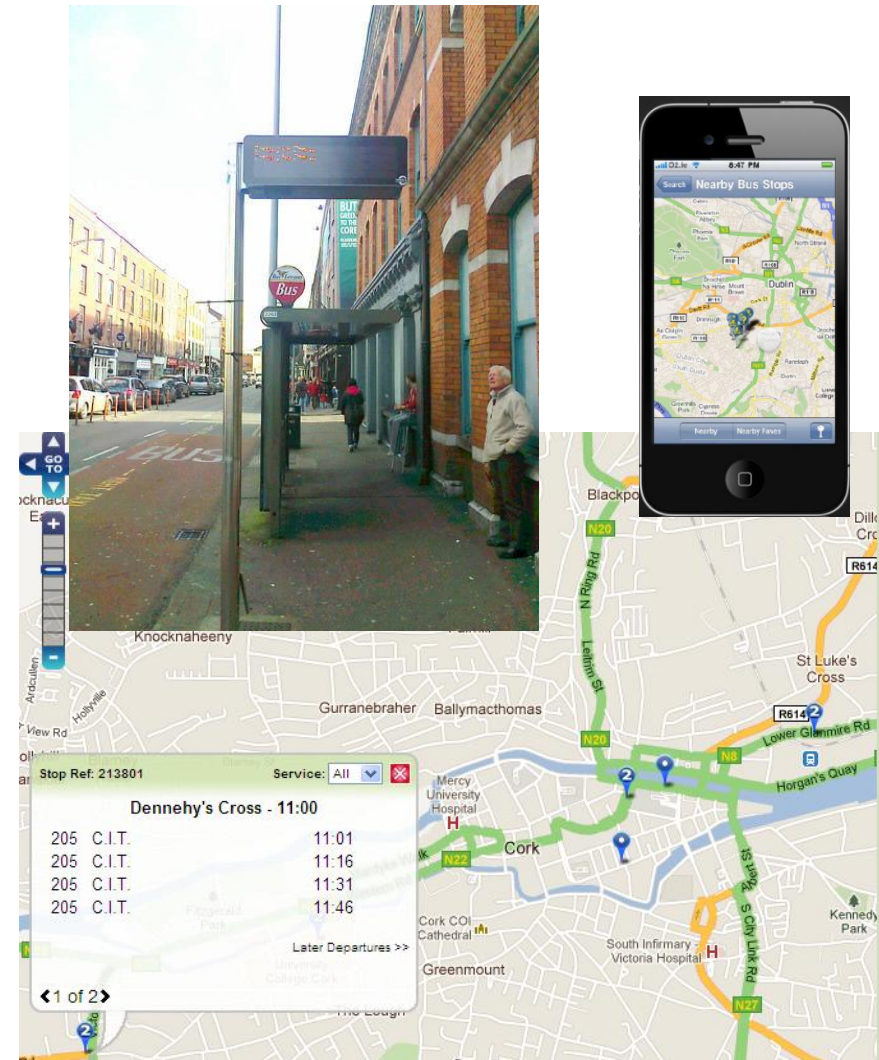


# RTPI Cork

- 47 locations planned for Cork
- First test sign up
- Extensive testing required

When Data is dependable,  
information will be available for all  
stops in Cork via:

- Website  
[www.TransportforIreland.ie](http://www.TransportforIreland.ie)
- Smart Phone Apps
- One SMS number for all real time bus services in the country



Stop Ref: 213801	Service: All
Dennehy's Cross - 11:00	
205 C.I.T.	11:01
205 C.I.T.	11:16
205 C.I.T.	11:31
205 C.I.T.	11:46
Later Departures >>	
< 1 of 2 >	

# Next Bike scheme steps

- Commercial analysis
- More detailed survey work
  - Likely take-up
  - Potential locations of docking stations
- Examine costs more closely and devise best VFM model



# Potential for a Public Bikes Scheme in Galway

Anne Graham



- Background on the international development of public-bike schemes
- Galway
  - Potential for cycling
  - Demand predictions
  - Possible locations of docking stations
  - Sustainable transport in general
  - Next steps

# Three generations of cycle hire schemes

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- 1970s to 90s (e.g. Bicyklen, Copenhagen)
- Third (and current) generation – combats vandalism/theft through technology and secure docking stations.
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- For comparison, Dublinbikes (2009) has 550 bikes (as of Summer 2011)



# The third generation of cycle hire schemes – key characteristics

- Business model includes major advertising firms (JC Decaux in Paris), scheme sponsorship (Barclays), and car-park revenue (Barcelona)
- Bikes are available for a free half hour – beyond this period, prices rise sharply
- Different levels of subscription – daily, weekly and annual



# The third generation of cycle hire schemes – key characteristics (2)

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- Bikes have several essential characteristics
  - unique, **robust** parts to deter vandals, minimise maintenance and make visible
  - mudguards and chain-guards to enable use in **normal clothes**
  - permanently illuminated dynamo **lights**
  - easily **adjustable** saddle height suitable for most adults (1.5m -1.9m)





# Obstacles to successful schemes

European research project identified the following obstacles to a successful scheme

- **Existing high levels of cycle ownership and mode share**
- **Underestimated demand** causing low availability
- Competition with traditional hire
- **Vandalism/theft** in cities without a cycling culture
- Intensive use leading to **frequent breakdowns** damaging integrity of scheme
- **Empty or full stations** prevent hire or return of bikes - users waste time and lose trust in scheme
- Registration/rental fees don't cover costs
  - external revenues needed



# Factors which influence demand

- Topography
- Congestion affecting motorised transport
- Limited availability and/or high cost of car parking
- Climate and weather



# Focus on Galway

- Population of approximately 100,000 including 25,000 students
- Cycle commuting mode share is relatively high – around 4%
- Cycle-friendly topography, with just a few relatively short and gentle gradients
- City centre is compact
- Car parking is expensive – second only after Dublin
- City centre has high levels of congestion, even during the inter-peak period
- Many of the one-way streets are single lane – these pose more of a navigational than a safety hazard to cyclists
- The number of pedestrianised streets and one-way streets affect cycling options



## Focus on Galway (2)

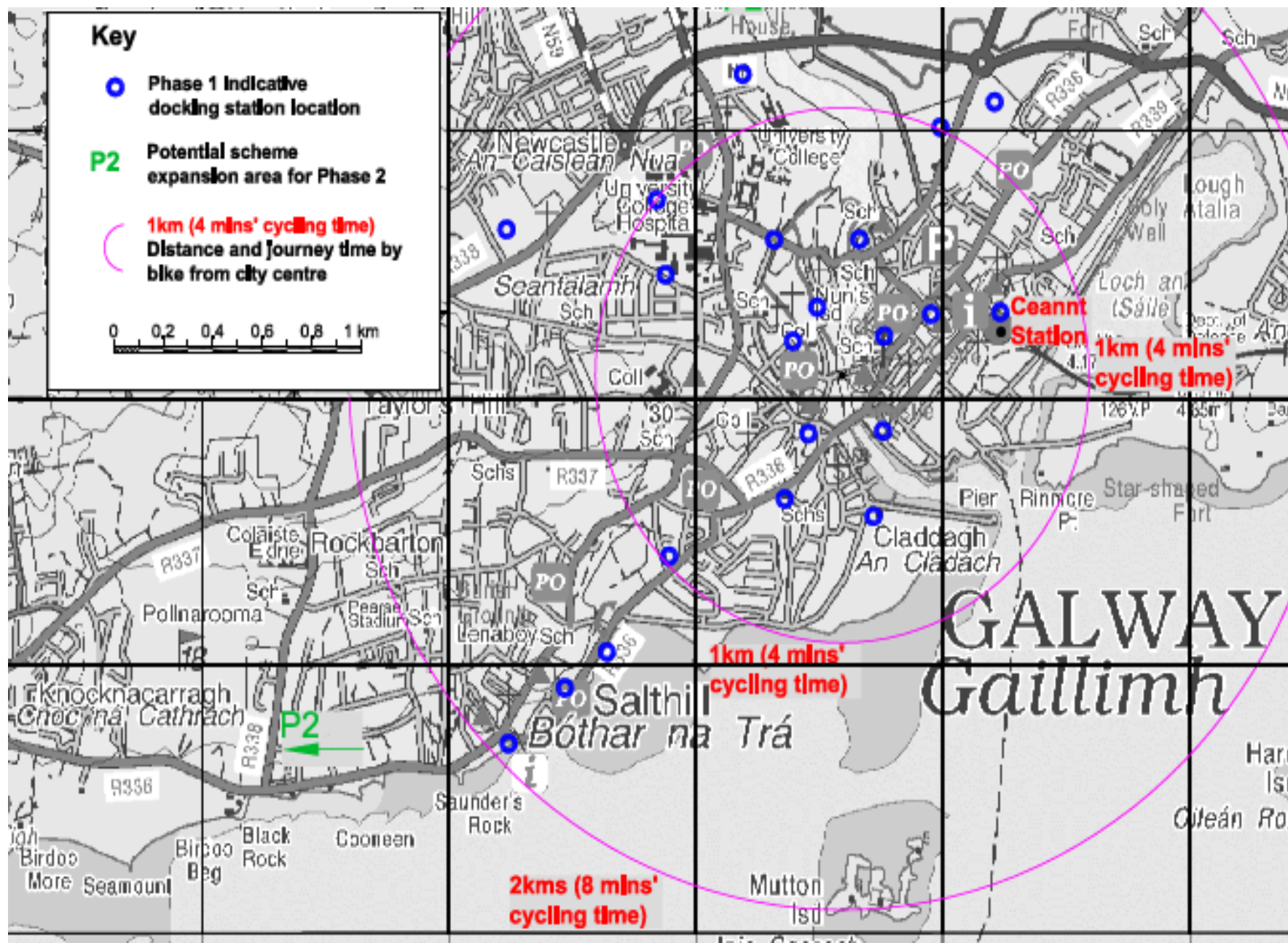
- Cycle parking is plentiful and well used
- Many bikes are also parked informally (e.g. to street furniture)
- Galway appears to be particularly well suited to a bike-sharing scheme so an above average ratio of an average European scheme has been applied



# Demand predictions for bike-sharing scheme

- A fleet of **200 to 250** bikes is recommended
- It is predicted that the scheme would attract around **1500** registered members
- Approximately **23** docking stations are recommended
- The proposed deployment area comprises a relatively dense distribution of docking stations in the city centre, with a spine connecting to Salthill, and a less dense distribution to the north and north west

# Potential locations for docking stations



# Sustainable transport in Galway – a bigger picture

A bike scheme would complement other initiatives

- Traffic management grants supporting
  - Bus priority
  - Walking
  - Cycling
- A national cycle manual to guide best design
  - [www.cyclemanual.ie](http://www.cyclemanual.ie)
- Real time passenger information
- Optimisation of bus services

# €2.6 million in grant funding to Galway City in 2011

- administered by NTA on behalf of the Department of Transport, Tourism & Sport

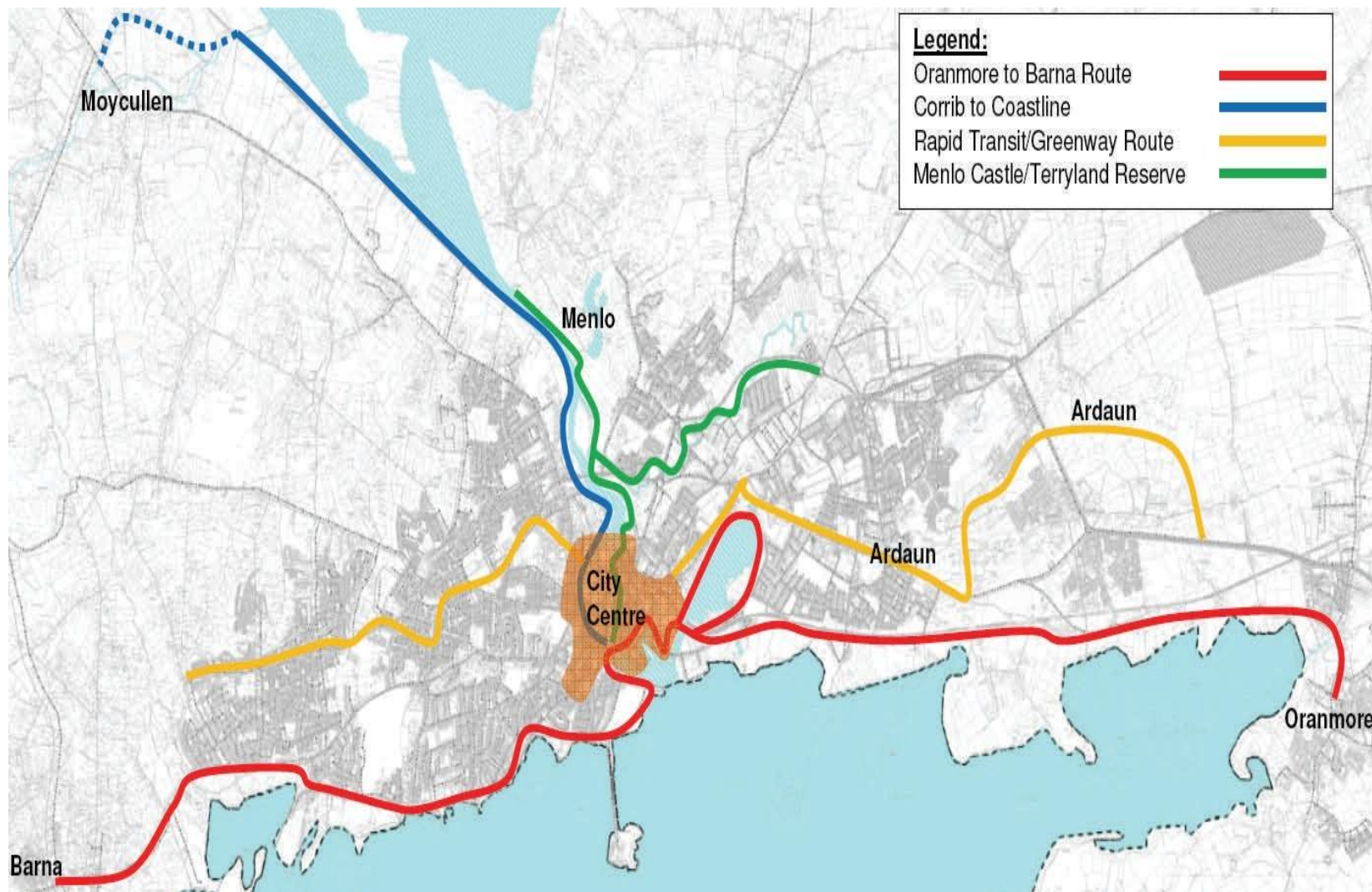
## Bus Priority and Park & Ride projects - €2.2 million

1.	€2.0m	Seamus Quirke – Bishop O'Donnell Road Improvement Scheme
2.	€200,000	Galway Transport Unit

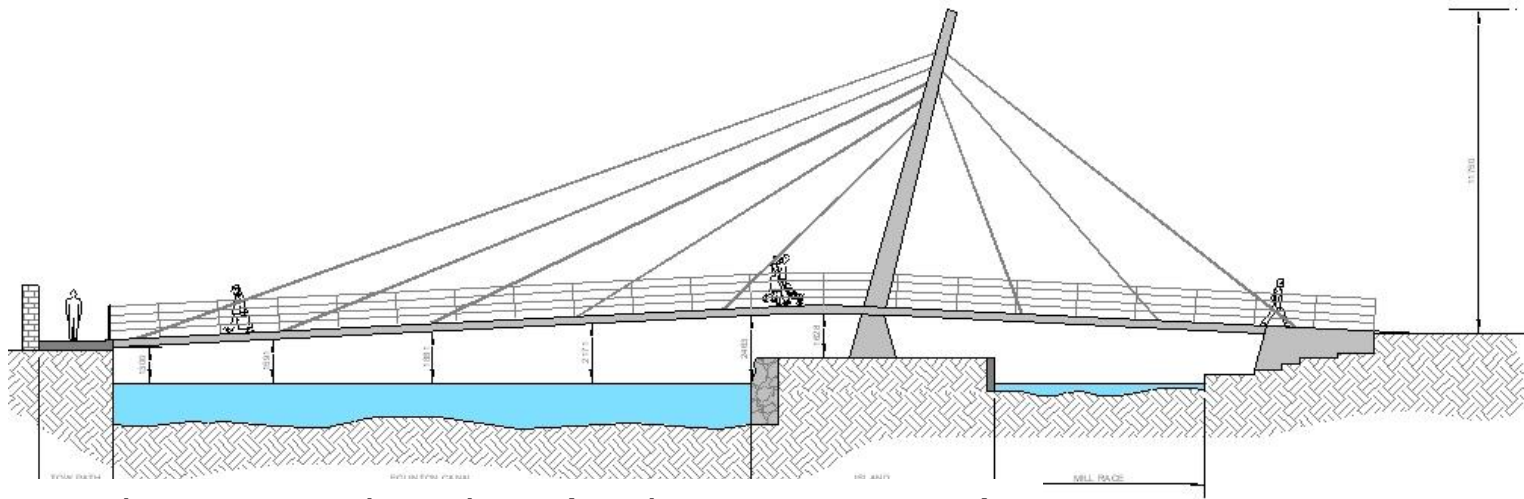
## Jobs Initiative Fund - €400,000

1.	€150,000	Integrated Traffic Management Control Centre
2.	€103,000	Urban Traffic Control junction upgrades
3.	€150,000	Variable Message Signs

# A number of priority cycle routes have been identified for the Galway Metropolitan Area



# High Quality Cycling Infrastructure



Eglinton Canal Bridge (under construction)

Corrib to Coastline Cycle Route –  
artist's impression





## National Cycle Manual

- 1.0 The Basics**
  - 1.1 Sustainable Safety
  - 1.2 Five Needs of Cyclists
  - 1.3 Conflict and Risks
  - 1.4 Quality of Service
  - 1.5 Width
  - 1.6 Link Types
  - 1.7 Integration and Segregation
  - 1.8 Right of Way
  - 1.9 Pedestrians and Cyclists
- 2.0 Legislation and Policy**
- 3.0 Planning for the Bicycle**
- 4.0 Designing for the Bicycle**
- 5.0 Getting the Details Right**
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- 7.0 Tools and Checklists**

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There are five principles as follows:

- 1.1.1 Functionality
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# Mandatory Lanes, Side Streets



# Box Turns



# Driveways / Crossover



# Left Hand Traffic Pocket



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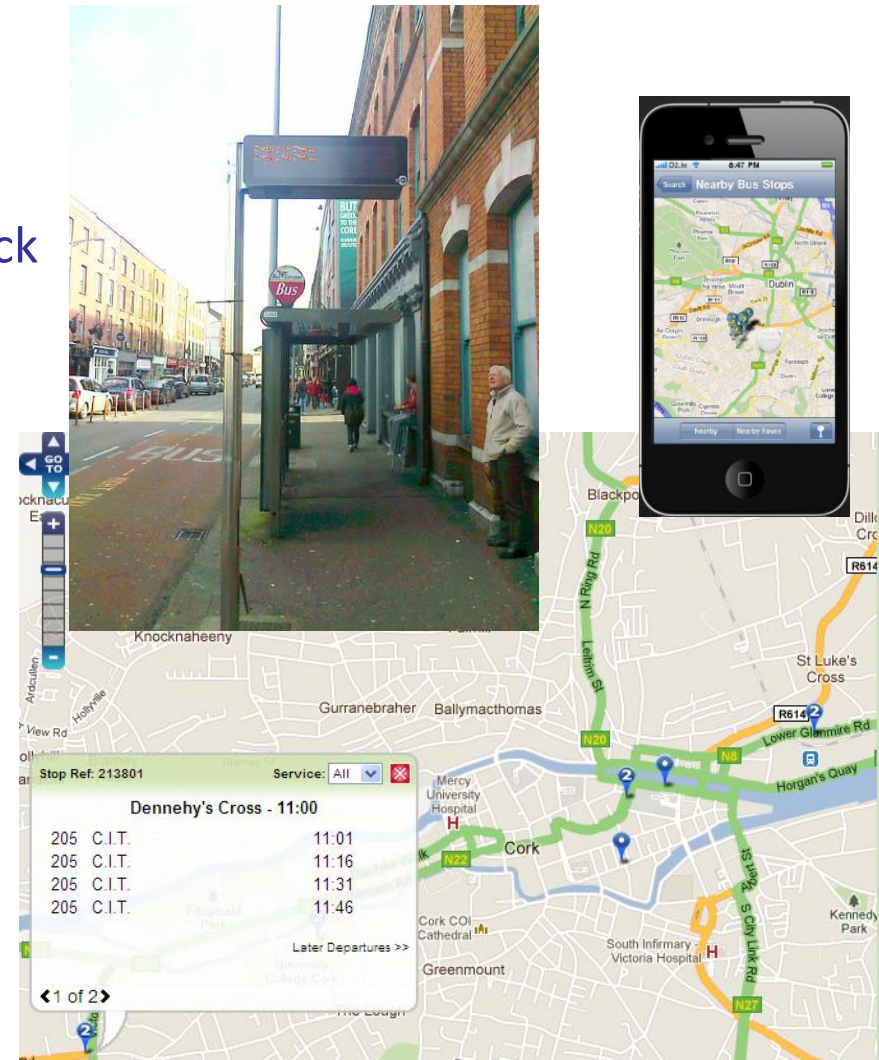


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# Next Bike scheme steps

- Commercial analysis
- More detailed survey work
  - Likely take-up
  - Potential locations of docking stations
- Examine costs more closely and devise best VFM model

[bikeschemes@nationaltransport.ie](mailto:bikeschemes@nationaltransport.ie)

**Paul Carroll**



# Potential for a Public Bikes Scheme in Limerick

Gerry Murphy



- Background on the international development of public-bike schemes
- Limerick
  - Potential for cycling
  - Demand predictions
  - Possible locations of docking stations
  - Sustainable transport in general
  - Next steps

# Three generations of cycle hire schemes

- 1960s Amsterdam
- 1970s to 90s (e.g. Bicyklen, Copenhagen)
- Third (and current) generation – combats vandalism/theft through technology and secure docking stations.
  - Rennes 1998
  - Major schemes in Paris and Barcelona 2007 credited with 'big bang' effect
  - First Ireland scheme: Dublin 2009
  - First UK scheme: London 2010



# The world's biggest schemes

- Velib in Paris was the world's largest when introduced in 2006 – over 20,000 bikes and over 100,000 trips per day
- Hangzhou, China (2008), now the largest with over 60,000 bikes
- For comparison, Dublinbikes (2009) has 550 bikes (as of Summer 2011)



# The third generation of cycle hire schemes – key characteristics

- Business model includes major advertising firms (JC Decaux in Paris), scheme sponsorship (Barclays), and car-park revenue (Barcelona)
- Bikes are available for a free half hour – beyond this period, prices rise sharply
- Different levels of subscription – daily, weekly and annual



# The third generation of cycle hire schemes – key characteristics (2)

- Large city schemes, journeys last 13-17 minutes on average (3km to 4km)
- Density of docking stations (Paris and London) approximately 8/km<sup>2</sup> or 1 station every 300m. Lower density in smaller places e.g. Calais 1.5/km<sup>2</sup>
- Bikes have several essential characteristics
  - unique, **robust** parts to deter vandals, minimise maintenance and make visible
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  - permanently illuminated dynamo **lights**
  - easily **adjustable** saddle height suitable for most adults (1.5m -1.9m)





# Obstacles to successful schemes

European research project identified the following obstacles to a successful scheme

- **Existing high levels of cycle ownership and mode share**
- **Underestimated demand** causing low availability
- Competition with traditional hire
- **Vandalism/theft** in cities without a cycling culture
- Intensive use leading to **frequent breakdowns** damaging integrity of scheme
- **Empty or full stations** prevent hire or return of bikes - users waste time and lose trust in scheme
- Registration/rental fees don't cover costs
  - external revenues needed



# Factors which influence demand

- Topography
- Congestion affecting motorised transport
- Limited availability and/or high cost of car parking
- Climate and weather



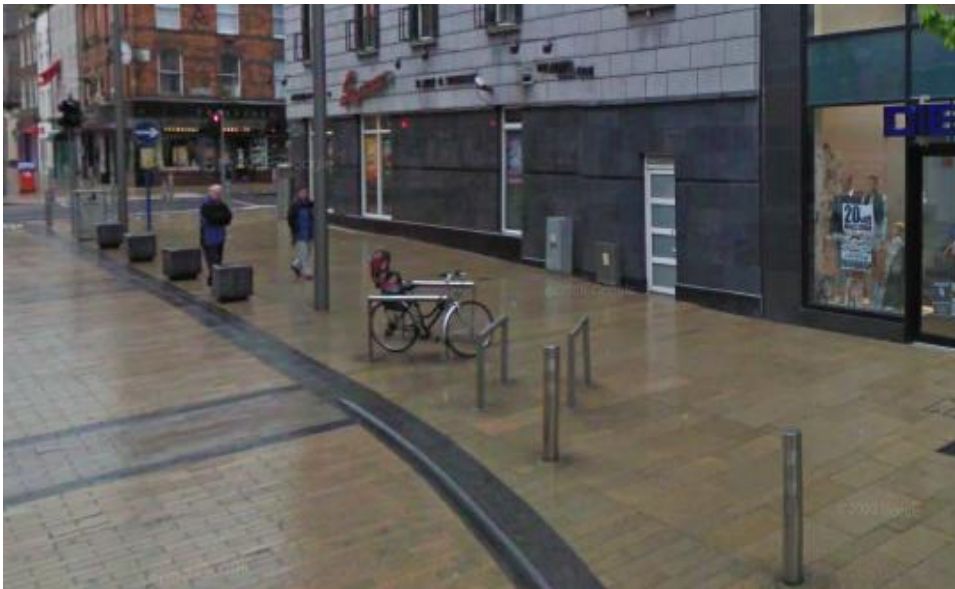
# Focus on Limerick

- Population of approximately 100,000 including 20,000 students
- Cycle commuting mode share is around 3%
- Cycle friendly topography – a relatively flat city particularly in the central areas
- There is little traffic congestion in the city, and it is relatively cheap and easy to park a car in the city centre.
- There is a considerable number of multi-lane one-way streets making journeys by bike more difficult.



## Focus on Limerick (2)

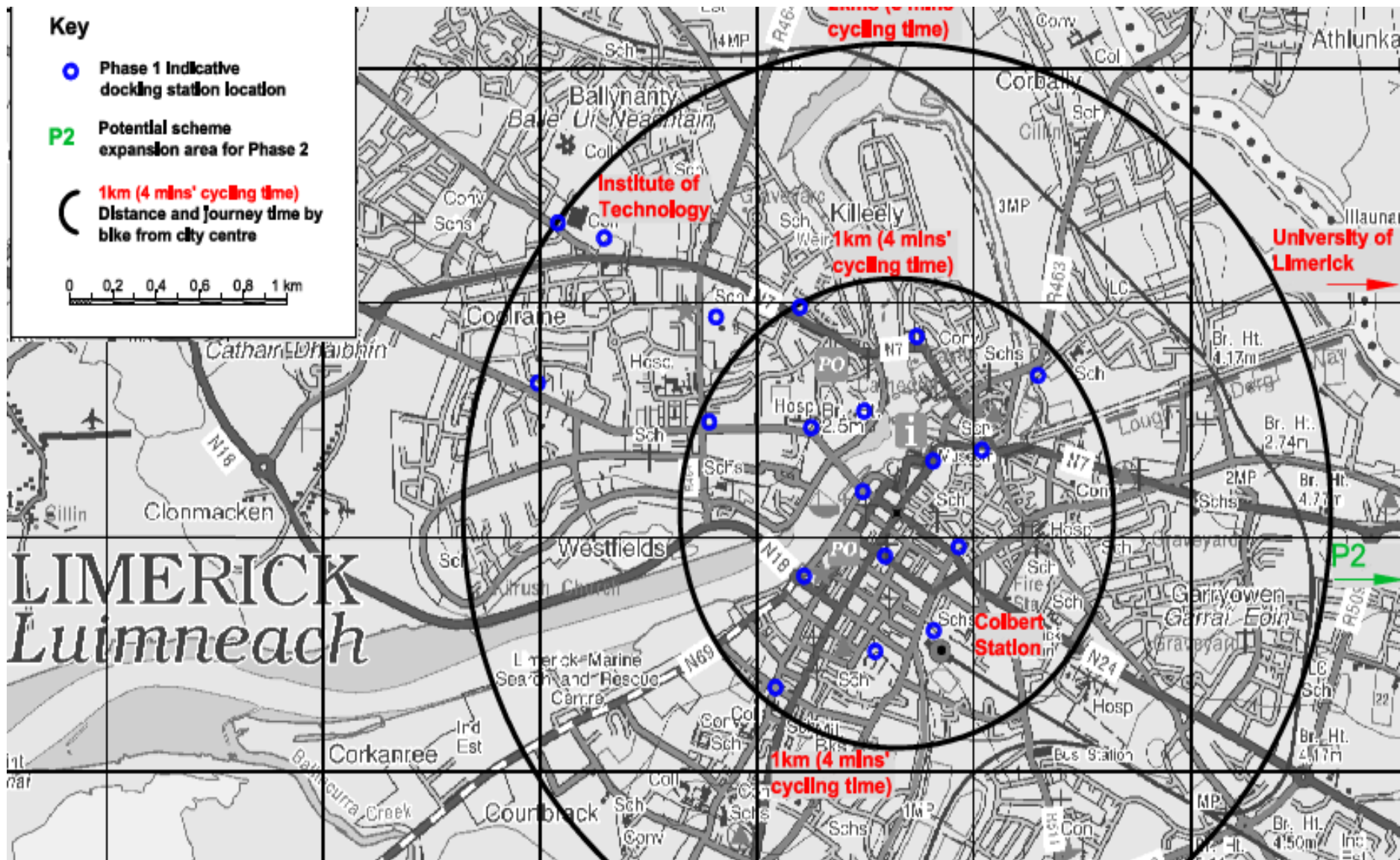
- Cycle parking is scarce and relatively little used – however, bikes parked to street furniture suggest stands are needed in other places



# Demand predictions for bike-sharing scheme in Limerick

- A fleet of **150** bikes is recommended, distributed among **20** docking stations
- It is predicted that the scheme would attract up to **1500** members
- The proposed deployment area is mainly focused on the city centre and includes Colbert Station, with a spine towards the north west of the city to include the Institute of Technology

# Potential locations for docking stations



# Sustainable transport in Limerick – a bigger picture

A bike scheme would complement other initiatives

- Traffic management grants supporting
  - Bus priority
  - Walking
  - Cycling
- A national cycle manual to guide best design
  - [www.cyclemanual.ie](http://www.cyclemanual.ie)
- Real time passenger information
- Optimisation of bus services

# €2.341 million in grant funding to Limerick City Council in 2011

- administered by NTA on behalf of the Department of Transport, Tourism & Sport



## Bus Priority and Park & Ride projects - €650,000

1.	€550,000	Southern Green Route Phase 1
2.	€100,000	Eastern Green Route Phase 2

## Bus Stop Accessibility - €101,000

1.	€ 15,000	Ennis Road
2.	€ 33,000	Vicinity of Colbert Station
3.	€ 20,000	Stop at Henry Street
4.	€ 33,000	Stop at Arthur's Quay

## Jobs Initiative Fund - €1.59 million

1.	€50,000	Public Transport Way finder Signage
2.	€75,000	Speed Warning Control Signs
3.	€100,000	Cycle & Pedestrian Access Ramp from O'Callaghan St
4.	€120,000	Condell Rd Walking & Cycling Facility
5.	€150,000	Cycle Network Hazard Improvements
6.	€125,000	Regulate pedestrian upgrades to M.I.D. Standards
7.	€70,000	Orbital Route Phase 2 Provisions, directional & lane assignment signs
8.	€800,000	10 VMS & 26 Parking Signs
9.	€100,000	Provision of cycle advance stop lines at key junctions

# €1.124 million in grant funding to Limerick County Council in 2011

- administered by NTA on behalf of the Department of Transport, Tourism & Sport



## Bus Priority and Park & Ride projects - €548,000

1.	€548,000	R445 Dublin Road Green Route Phase 2
----	----------	--------------------------------------

## Bus Stop Accessibility - €101,000

1.	€ 15,000	Ennis Road
2.	€ 33,000	Vicinity of Colbert Station
3.	€ 20,000	Stop at Henry Street
4.	€ 33,000	Stop at Arthur's Quay

## Jobs Initiative Fund - €475,000

1.	€50,000	Groody Road & Kilmurray Road
2.	€55,000	Bus Shelter Programme
3.	€295,000	Golf Links Road
4.	€50,000	Pedestrian & Cycle Crossing
5.	€25,000	Pedestrian Cycle Information

# The Limerick Walking & Cycle Strategy 2010 - 2020 targets

1.	Condell Road	2.47 km
2.	Corbally to University of Limerick	2.8 km
3.	City Centre to University of Limerick - Canal Bank	4.62 km
4.	Childers Road and Old Dublin Road to University of Limerick	2.0 km
5.	Coonagh to Knockalisheen Road Scheme	5.0 km
6.	The Childers Road	2.0 km
7.	Castletroy Area	15.0 km
8.	Dooradoyle/Raheen Area	5.0 km
9.	Great Southern Trail (Abbeyfeale to Rathkeale)	37.0km
10.	Limerick/ Nenagh Cycle way	54.0 km



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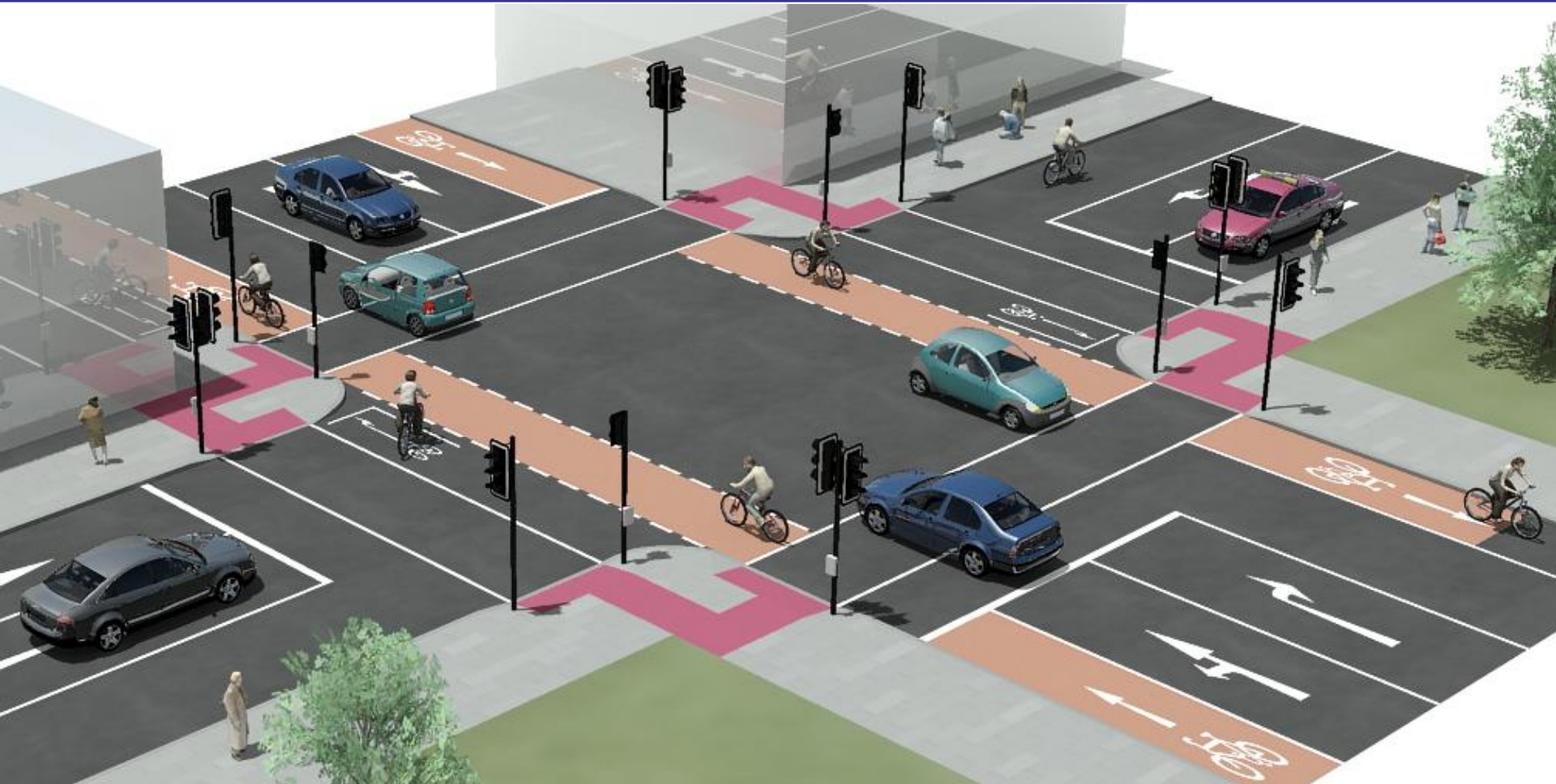
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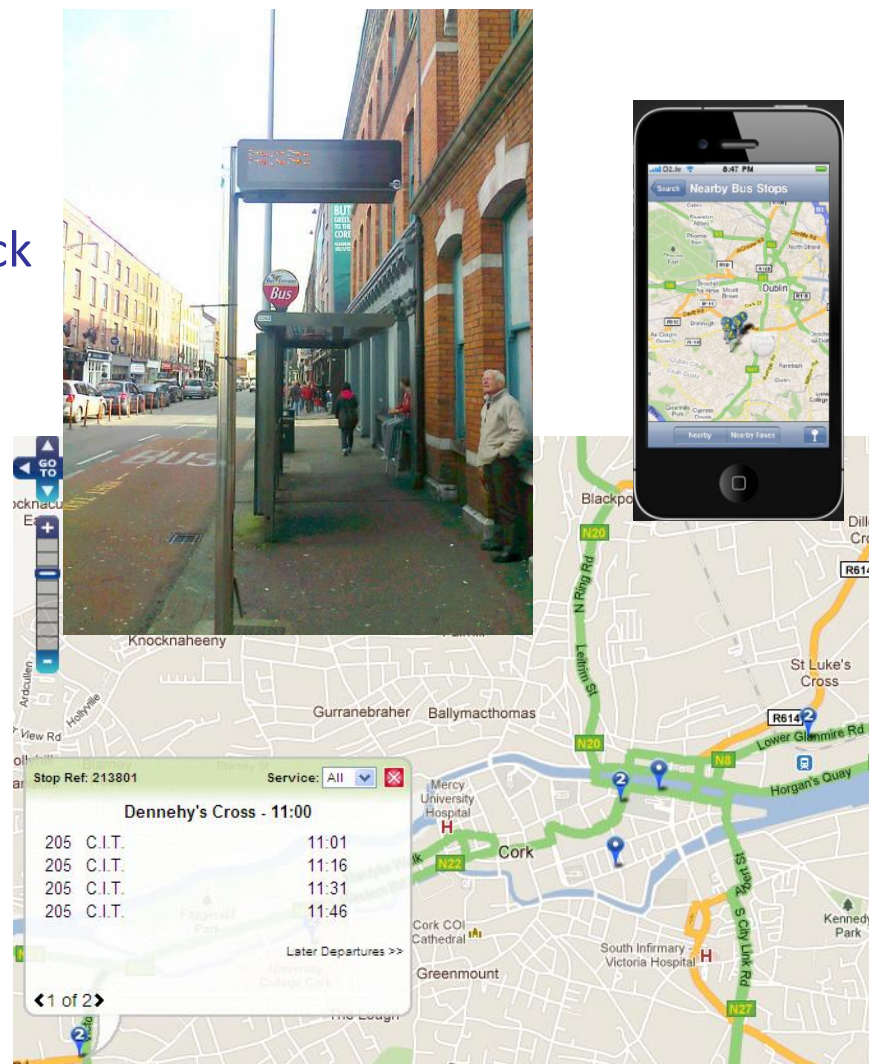


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[bikeschemes@nationaltransport.ie](mailto:bikeschemes@nationaltransport.ie)

Sorcha Sheehy



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Gerry Murphy



- Background on the international development of public-bike schemes
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- Hangzhou, China (2008), now the largest with over 60,000 bikes
- For comparison, Dublinbikes (2009) has 550 bikes (as of Summer 2011)



# The third generation of cycle hire schemes – key characteristics

- Have become known as 'bike-sharing schemes'
- Business model includes major advertising firms (JC Decaux in Paris), scheme sponsorship (Barclays), and car-park revenue (Barcelona)
- Bikes are available for a free half hour – beyond this period, prices rise sharply
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7. Registration/rental fees don't cover costs
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# Factors which influence demand

- Topography
- Congestion affecting motorised transport
- Limited availability and/or high cost of car parking
- Climate and weather



# Focus on Waterford

- Population of approximately 60,000 including approximately 14,000 students
- Cycle commuting mode share is around 2%
- The topography is cycle-friendly in some parts
  - The land rises steeply north of the river, and west of the city centre (to 50m above sea level – enough to deter most people from cycling)
- Congestion in the peak hour is not a big problem, and it is relatively cheap and easy to park in the centre (from just 3 Euros per day)
- Permeability for cycling in the city centre is partly restricted due to one-way streets and pedestrianised areas
- The main road (R680) attracts very high HGV flows – a particular hazard for cycle traffic



## Focus on Waterford (2)

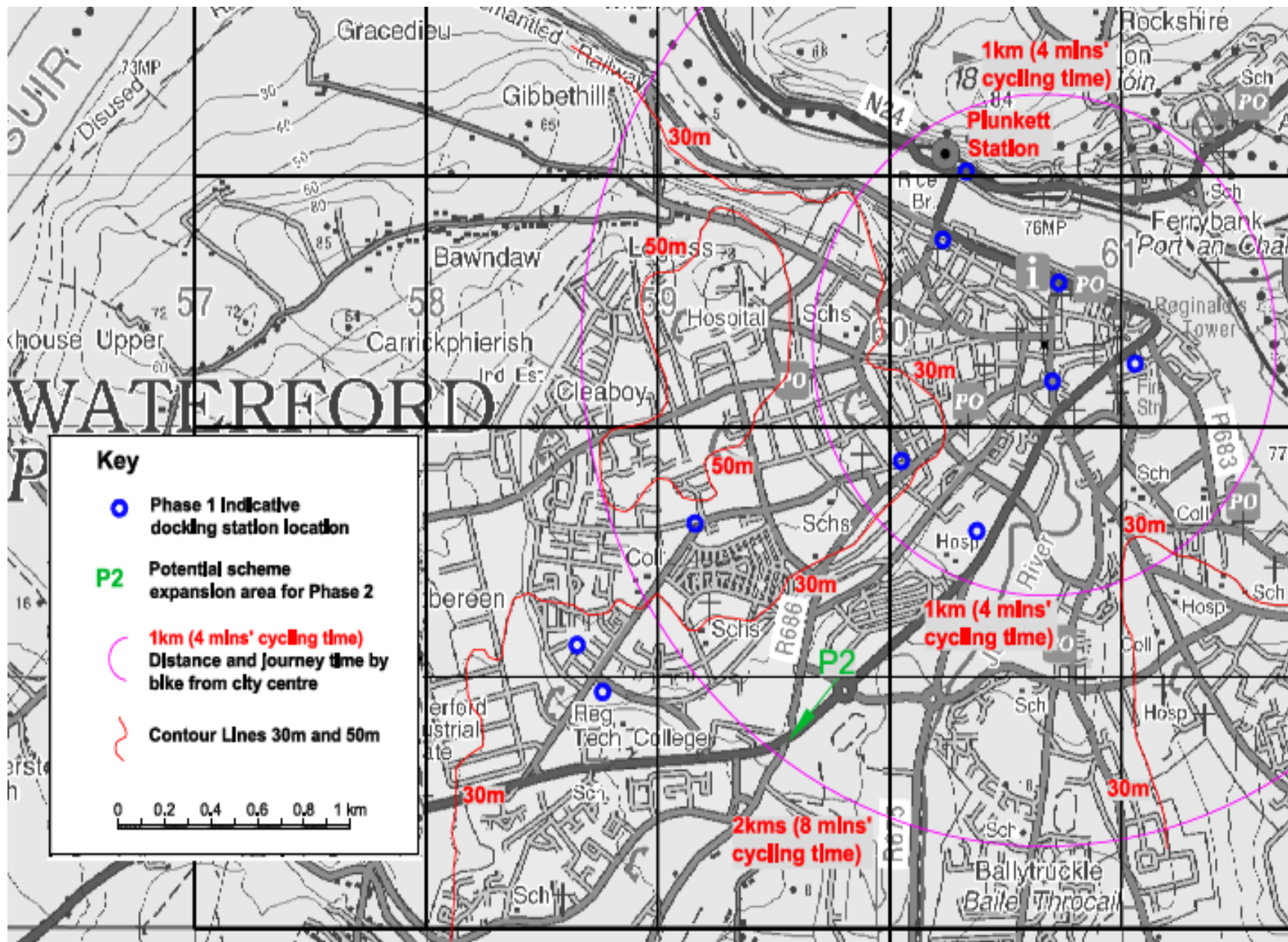
- Some attractive innovative cycle parking in the city centre
- Waterford is an attractive historic city with an appealing waterside location – these factors would increase the appeal of a bike sharing scheme
- However, there is little congestion, cheap and plentiful car-parking, a very high HGV flow on the main route through, and some relatively steep topography – these would all act to suppress demand for a bike-sharing scheme



# Demand predictions for bike-sharing scheme in Waterford

- Overall, it is predicted that the demand for a bike-sharing scheme would be lower than average for a city of Waterford's size
- A fleet of **80-100 bikes** is recommended with **10 docking stations**
- It is predicted that a scheme would attract up to **900 members**
- The proposed deployment area is focused around the city centre with one station to the north of the river serving Plunkett station
- There is an additional proposed spine to the western side of the city serving the Institute of Technology
- The proposed stations avoid the steeper gradients – the obvious route to the western end of the deployment area would climb to over 30m but avoids steep climbs

# Ppotential locations for Docking Stations



# Sustainable transport in Waterford – a bigger picture

A bike scheme would complement other initiatives

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# The NTA is administering €1.87 million in grant funding to Waterford City Council in 2011 on behalf of the Department of Transport, Tourism & Sport

## Bus Priority and Park & Ride - €800,000

1.	€800,000	South Quays Green Route (Colbeck St. to Kaiser St.)
----	----------	---

## Jobs Initiative - €1,087,000

1.	€20,000	Cycle Network Improvements
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4.	€300,000	South Quays Green Route (Kaiser St. to Conduit Lane)
5.	€140,000	Traffic Calming at Schools Programme
6.	€30,000	School Crossing Upgrades
7.	€22,000	Diagonal Pedestrian Crossings
8.	€500,000	Upgrade of Cycle Tracks, Bus Routes & Pedestrian Crossings

# The Waterford City Council Development Plan 2007 to 2013 – Cycling Objectives

To develop a strategic citywide network of cycleways connecting educational, residential, retail, amenity and employment centres.

To encourage modal change from private use towards increased use of walking, cycling and public transport.





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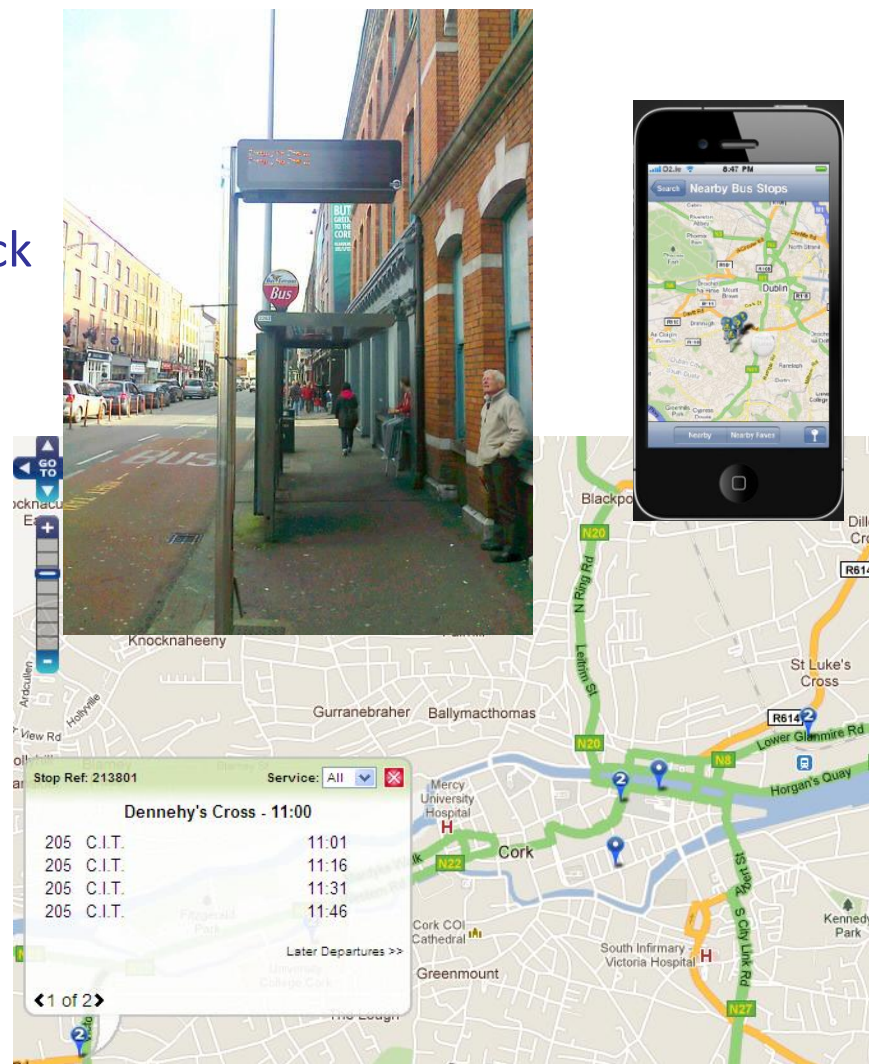


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[bikeschemes@nationaltransport.ie](mailto:bikeschemes@nationaltransport.ie)

Bernard Rennick

## **Tender and Schedule**

for

*The Provision of* **Engineering Consultancy Services**

*For* **Public Bike Schemes in Regional Cities**

using the

**Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority (including the Standard Conditions of Engagement for Consultancy Services (Technical)).**

Conditions of Engagement for Consultancy Services (Technical)

Document Reference FTS 9 v.1.3

18 March 2011

© 2011 Department of Finance

Published by: Department of Finance  
Government Buildings  
Upper Merrion Street  
Dublin 2.

## Tender

<b>To</b>	<i>The Contracting Authority</i>	National Transport Authority
	<i>Address of Contracting Authority</i>	Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2
	<i>For the attention of</i>	Joanne Reagan
<b>Date:</b>		

<b>Contract</b>	<i>For the provision of</i>	Engineering Consultancy Services
<b>In relation to</b>	<i>Project title</i>	Public Bike Scheme in Regional Cities

A Dhaoine Uaisle

We have examined and understand the **Conditions of Engagement for Consultancy Services (Technical)**, the completed Schedules A and B (where appropriate), and any other tender information supplied, all as amended by any supplemental information, for the above contract.

Terms used in this tender that are defined in those documents have the same meaning in this tender. We submit with this tender a detailed breakdown of the tender price (if requested) and an approved letter of 'confirmation' regarding parent or other company support (if relevant).

We offer to provide and complete the Services required on the terms of and in conformity with the documents referred to in the preceding paragraph for:

the fixed price lump sum fee of :

euro excluding VAT for the Whole Stage/Stage(s),
--

as adjusted in accordance with the contract.

**and/or**

an overall percentage fee of:

Not Applicable	% for the Whole Stage/Stage(s),
----------------	---------------------------------

together with the rates for time charges to be determined in accordance with the provisions of the Invitation to Tender.

The amounts set out in this Form of Tender include for expenses, for any intellectual property rights required and, where the Services include acting as Project Supervisor for the Design Process, any fee for so acting.

**Rates for time charges**

<b>For any additional work, the hourly rates submitted for the various grades below as part of your tender proposal for admittance to the 'Framework Agreement for Technical Consultancy Services for Transport Project funded by the National Transport Authority shall be used.</b>	
<b>Grade</b>	<b>Hourly rate</b>
1: Partner or Company Director.	€
2: Head of Section/Function, Associate Director or similar.	€
3: Senior Engineer/Planner or Equivalent with 10+ years experience or similar.	€
4: Engineer/Planner or Equivalent more than five years experience or similar.	€
5: Engineer/Planner or Equivalent with less than five years experience or similar.	€
6: Engineering Technician or equivalent with 10+ years experience or similar.	€
7: Junior Engineering Technician or equivalent with less than ten years experience or similar	€
	€
	€
	€
	€
	€

In consideration of your providing us with the contract documents, we agree not to withdraw this offer until the later of:

- 120 days after the end of the last day for submission of this Tender
- expiry of at least 21 days written notice to terminate this Tender given by us.

Your acceptance of this Tender within that time will result in the Contract being formed between us.

We agree that you are not bound to accept the lowest or any tender you may receive.

We agree that if any contract formed by acceptance of this Tender is determined to be void, voidable, unenforceable, or ineffective, any damages for which you may be liable will not exceed the amount that would have been payable under Clause 14.29 of the Conditions of Engagement on termination under clause 14.9 of the Conditions.

Is sinne, le meas

**Signed on behalf of**

*Name of Tenderer*

--

*Signature of authorised  
person*

--

**In the presence of**

*Signature of witness*

--

*Name of witness*

--

*Witness's occupation*

--

*Witness's address*

--

OR (If the Tenderer is an individual)

**Signed by**

*Signature of Tenderer*

--

*Name of Tenderer*

--

**In the presence of**

*Signature of witness*

--

*Name of witness*

--

*Witness's occupation*

--

*Witness's address*

--

**Given under the Tenderer's common seal**

*Affix Tenderer's common seal*

*Signature of person  
authorised to authenticate the  
seal*

**In the presence of**

*Signature of witness*

*Name of witness*

*Witness's occupation*

*Witness's address*

OR (If the Tenderer is an individual)

**Signed and Delivered by**

*Name of Tenderer*

*Signature of Tenderer*

**In the presence of**

*Signature of witness*

*Name of witness*

*Witness's occupation*

*Witness's address*

**STANDARD CONDITIONS OF ENGAGEMENT  
FOR CONSULTANCY SERVICES (TECHNICAL)  
SCHEDULES**

## SCHEDULE A: CONTRACT PARTICULARS

### INTERPRETATION

The Agreement is organised in elements, by individual numbers and line breaks, and titled groups, within each clause. One purpose is to identify clearly which contents go together as part of the same element, especially which qualifications, modifications and exceptions apply to what, and the relationships between elements.

Element numbers provide precise references. They are preceded by clause numbers in larger font except where the reference is in and to the same clause [e.g. '1, 5,6,7' in clause 2.4, but '7' alone in 2.10].

Instead of including 'and' or 'or' where either would cause ambiguity, commas are used between contents of an element, and semi-colons between elements in a sentence (with indenting where convenient for listing them), to show that they apply individually and together as relevant to the subject.

Square brackets are included where useful to identify as such clarifications, explanations, reminders of purposeful implications or of general law, and cross-references, to show that significance is not to be given to their absence elsewhere, or in the case of general law that it is not being changed.

In the Agreement, Schedules, except where the context indicates, words in the singular include the plural and the reverse.

### 1. APPOINTMENT

#### 1 Client, Consultant, Contact Details

	Client
Name	National Transport Authority
Telephone	01 881 5505
Mobile	N/A
Fax	N/A
Email	<a href="mailto:info@nationaltransport.ie">info@nationaltransport.ie</a>

	Client's Representative
Name	Bernard Rennick
Telephone	01 881 5505
Mobile	N/A
Fax	N/A
Email	bernard.rennick@nationaltransport.ie

	Consultant
Name	
Telephone	
Mobile	
Fax	
Email	

	Consultant's Representative
Name	
Telephone	
Mobile	
Fax	
Email	

## 2 Project

Public Bike Schemes in Regional Cities

## 7 Whole, parts, of other documents included in the Contract

1. Letter of Acceptance
2. Standard Conditions of Engagement for Consultancy Services (Technical) including Schedules A&B
3. Tenderer's Submission
4. Any relevant post tender clarifications
5. Any relevant minutes of pre-start/pre-contract award meetings
6. Framework Agreement for Consultancy Services to provide Design, Construction Management and other Services for Transport Projects Funded by the National Transport Authority.

## 2. PERFORMANCE

### 12 Consultant has no authority –

to make any Change Order with an extra value above:

€ 0.00 exclusive of VAT

to make Change Orders in any three month period with a cumulative extra value above:

€ 0.00 exclusive of VAT

any Change Order causing or contributing to a reduction in safety, quality, usefulness, of the Project.

to waive any of the Client's rights or the Contractor's obligations under a Project construction contract without limitation to notice periods such as those set out in sub-clause 10.3 of the Public Works Contracts (PW-CF1 to PW-CF5).

(Insert amounts and any other restrictions)

**18 Insurance types, terms**

COVER	Minimum cover each and every claim	Permitted deductible each and every occurrence	Period
Professional Indemnity policy, against liability for losses due to professional negligence	€6.5 million	€ 150,000 <i>or</i> 1% of turnover, whichever is lower.	From start to completion of the Services; and six years from certified substantial completion of the Project works subject to reasonable adjustment of cover for any exceptional increases in insurance market rates.
Public Liability for death, personal injury [except EL, next type]; loss of, damage to, property; with indemnity to the Client as principal	€ 6.5 million	€ 50,000	From start to completion of the Services.
Employers' Liability for death, injury, to employees	€ 13 million	None	From start to completion of the Services.

**4. PROGRESS, PERIODS****4 Total Performance Period**

The Total Performance Period is 10 months (or as subsequently agreed by the Parties) starting on the day the Parties made the Contract.

**7. COORDINATION****5 Facilities from the Client**

N/A

**6 Client's resident staff**

N/A

**11 Team Leader**

The Consultant is team leader.

**10. DEBTS TO CLIENT****4 Interest**

The rate of interest payable on Client's wrongful deduction is Current ECB Rate + 2% p.a.

**12. BUDGETARY CONTROL****2 Excess Percentage**

'Excess Percentage' means the percentage [if any] in excess of 10% of the tendered amount accepted by the Client for the Project construction by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

### 13. INTELLECTUAL PROPERTY, DOCUMENTS

#### 11 Transfer

There is not transfer to the Client instead of licence.

#### 14 Licence

Client may use Consultant's design etc. for –

Individual projects:	Any
Types of project:	Any

#### 15 Fees [if any]

The only fees payable by the Client for its rights under this clause are: N/A

#### 18 Publicity

Consent to publicity is required from the Client.

### 14. TERMINATION

#### 29 Payment where Client terminates at will

Where the Client terminates Services at will although the Project is continuing, the Consultant is entitled to 8% of the difference between the Fees payable under clause 14.26 [without any apportionment under 14.27], and the total fee that would, as estimated at termination, have been payable on completion of the Services for the last Stage in or after which the termination occurred.

### 16. DISPUTES

#### 1 Initial resolution method

Any dispute or difference arising out of or in connection with this Agreement shall, in the first instance, be referred for a conciliation to the Conciliator to be agreed between the Parties in dispute. In the event that such Parties are unable to agree on a Conciliator then the matter shall be referred to the Chairman for the time being of the Chartered Institute of Arbitrators, Irish Branch, who shall appoint the Conciliator. The IEI Conciliation Rules shall govern the conciliation.

#### 4 Nominator

In default of agreement, an arbitrator, conciliator or other for 16.1, will be nominated at the request of either party by the following person[s]: In the event that the matter cannot be resolved by conciliation then it shall be referred to an Arbitrator, to be agreed by such Parties and in default of any such agreement, to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators, Irish Branch.

Any Arbitration held under this Clause shall be an Arbitration within the meaning of the Arbitration Acts 2010 (as extended, amended or replaced).

#### 5 Rules

The applicable Rules are the following published for use with these Standard Conditions of Engagement:

In the case of Arbitration, the Arbitration rules are the Public Works and Services Arbitration Rules 2008.

None other than set out in Clauses 16.1 and 16.4 inclusive.

## SCHEDULE B: CONSULTANT'S SERVICES AND FEES

### CONSULTANT'S STAGE SERVICES

The Consultant's appointment is for **Whole Stages for Stages (ii) to (iii)** as tabled below.

In carrying out the Services, the Consultant shall undertake and complete all of the tasks set out in this Schedule in respect of Stages (i) to (ii) as tabled below and any other tasks necessary to ensure that the Services and the outputs from the services are completed to a standard that accords with good industry practice.

### PSDP SERVICES

Performance of all the duties of Project Supervisor for the Design Process is included in the Services as tabled below [and the Stage Fees].

### TOTAL FEE [9]

Lump Sum:

### STAGE SERVICES

Stage (i) not applicable					
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.19,20]

Stage (ii) Design	Technical Review, Preliminary Design and Public Consultation				
STAGE SERVICES	Performance Period from permission to start [4.4] (months)	Milestones (if any)	Percentage of Total Fee for Stage	Stage fee	Percentage of Stage fee for suspension [4.19,20]
The Consultant shall note, for Sub-Stage (ii a) to Sub-Stage (ii d) inclusive, <i>“the Client may give permissions to start them at different times”</i> , in accordance with Section 4.7 of the Standard Conditions of Engagement for Consultancy Services (Technical).					
Sub-Stage (ii a)	Public Bike Scheme in Galway City Technical Review, Preliminary Design and Public Consultation				
<p>The Consultant shall undertake a comprehensive review of the National Transport Authority’s “Proposals for Introducing Public Bike Schemes in Regional Cities - Technical Feasibility Study” as set out in the section “Details of Stage Services referred to above”;</p> <p>The Consultant shall supplement the analysis and research commenced in the “Technical Feasibility Study” by undertaking further comprehensive analysis and extensive primary research as set out in the section “Details of Stage Services referred to above”;</p> <p>The Consultant shall undertake the Preliminary Design of the Docking Stations as set out in the section “Details of Stage Services referred to above” and to include:</p> <ul style="list-style-type: none"> <li>• Stakeholder Consultation;</li> <li>• Utility Information;</li> <li>• Preliminary Public Lighting Design;</li> <li>• Preliminary Drainage Design;</li> <li>• Architectural and Archaeological Desktop Study;</li> <li>• Topographical Survey;</li> <li>• Parking Survey;</li> <li>• Road Infrastructure Audit;</li> <li>• Tree Survey Report;</li> <li>• Road Safety Audit - Stage One;</li> </ul>	4	Completion and Client acceptance of Technical & Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme		20%	8%

<b>Stage (ii) Design</b>		<b>Technical Review, Preliminary Design and Public Consultation</b>			
<b>STAGE SERVICES</b>	<b>Performance Period from permission to start [4.4] (months)</b>	<b>Milestones (if any)</b>	<b>Percentage of Total Fee for Stage</b>	<b>Stage fee</b>	<b>Percentage of Stage fee for suspension [4.19,20]</b>
<ul style="list-style-type: none"> <li>• Advance / Accommodation Works;</li> <li>• Drawings and Mapping;</li> <li>• Preliminary Cost Estimate of the Works; and</li> <li>• Technical and Preliminary Design Report.</li> <li>•</li> </ul> <p>Non-Statutory Public Consultation as set out in the section “Details of Stage Services referred to above” and to include the following specific items: -</p> <ul style="list-style-type: none"> <li>• Drawing Preparation;</li> <li>• Public Consultation;</li> <li>• Presentations &amp; Attendance at Meetings; and</li> <li>• Report Preparation.</li> </ul>					
<b>Sub-Stage (ii b)</b>	<b>Public Bike Scheme in Cork City Technical Review, Preliminary Design and Public Consultation</b>				
The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Cork City”.	<b>4</b>	<b>Completion and Client acceptance of Technical &amp; Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme</b>		<b>20%</b>	<b>8%</b>
<b>Sub-Stage (ii c)</b>	<b>Public Bike Scheme in Limerick City Technical Review, Preliminary Design and Public Consultation</b>				
The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Limerick City”.	<b>4</b>	<b>Completion and Client acceptance of Technical &amp; Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme</b>		<b>15%</b>	<b>8%</b>

<b>Stage (ii) Design</b>	<b>Technical Review, Preliminary Design and Public Consultation</b>				
<b>STAGE SERVICES</b>	<b>Performance Period from permission to start [4.4] (months)</b>	<b>Milestones (if any)</b>	<b>Percentage of Total Fee for Stage</b>	<b>Stage fee</b>	<b>Percentage of Stage fee for suspension [4.19,20]</b>
<b>Sub-Stage (ii d)</b>	<b>Public Bike Scheme in Waterford City Technical Review, Preliminary Design and Public Consultation</b>				
The Consultant shall undertake all services identified in Sub-Stage (ii a), "Public Bike Scheme in Galway City" and as set out in the section "Details of Stage Services referred to above", separately for this Sub-Stage, "Public Bike Scheme in Waterford City".	4	Completion and Client acceptance of Technical & Preliminary Design Report and the Public Consultation Report of the Public Bike Scheme		10%	8%

**STAGE SERVICES**

<b>STAGE (III)</b>	<b>Tender Action, Evaluation and Award</b>				
	<b>Performance Period from permission to start [4.4] (months)</b>	<b>Milestones (if any)</b>	<b>Percentage of Total Fee for Stage</b>	<b>Stage fee</b>	<b>Percentage of Stage fee for suspension [4.19,20]</b>
<b>STAGE SERVICES</b>					
<p>Development and completion of the Tender Action, Evaluation and Award Stage to include the following specific items and all other additional items required to complete this stage in accordance with good practice:</p> <ul style="list-style-type: none"> <li>• Preparation of the tender documentation for the Supply, Installation, Operation and Maintenance of the Public Bike Scheme in the Regional Cities;</li> <li>• Tender Evaluation; and</li> <li>• Tender Award.</li> </ul>	8	Completion and Client Acceptance of the Tender Evaluation Report.		35%	8%

DETAILS OF STAGE SERVICES REFERRED TO ABOVE	
Stage (ii a)	Public Bike Scheme in Galway City Technical Review, Preliminary Design and Public Consultation
Review of Technical Feasibility Study	The Consultant shall undertake a comprehensive review of the National Transport Authority's "Proposals for Introducing Public Bike Schemes in Regional Cities - Technical Feasibility Study ", prepared by Jacobs Engineering Ireland Ltd., 30 <sup>th</sup> June 2011.
Supplementary Analysis and Primary Research	<p>The Consultant shall supplement the analysis and research commenced in the "Technical Feasibility Study" by undertaking further comprehensive analysis and extensive primary research in order to:-</p> <ul style="list-style-type: none"> <li>• Determine and define the extent of the deployment area for the introduction of the public bike scheme;</li> <li>• Determine the major trip attractors and the key demand points for public bike docking stations;</li> <li>• Determine the propensity to use a bike-sharing scheme among local residents, commuters, tourists and other visitors;</li> <li>• Determine the number of docking stations and the appropriate density of docking stations in the deployment area;</li> <li>• Determine the most appropriate site location for each of the docking stations;</li> <li>• Determine the exact number of docking points required for each of the proposed docking stations;</li> <li>• Determine the number of public bikes to be provided in the deployment area;</li> <li>• Estimate the number of subscribers and potential demand for the public bike scheme;</li> <li>• Estimate the daily rents per bike;</li> <li>• Examine the existing cycling infrastructure in the region of the proposed Public Bike Scheme and to explore and identify (but not design) complementary measures to increase the impact of any bike-sharing scheme, to encourage usage and to make cycling more attractive.</li> <li>• Determine the expected demand at each of the docking stations and any resulting or potential logistical problems for the redistribution of bikes; and</li> <li>• Prepare a redistribution management plan to address the necessity for the redistribution of bikes.</li> </ul> <p>To inform this analysis the Consultant shall examine and take cognisance of all relevant factors including, but not limited to, the current levels of cycling, the topography, cost of car parking, amount of general traffic congestion, the extent of any cycle-friendly infrastructure, the distribution of the major trip attractors throughout the city, the City Council's Development Plan, proposed infrastructure upgrades and developments, and relevant policy documents.</p>
Preliminary Design of the Docking Stations	<p>Following the determination of the key elements of the Public Bike Scheme, as detailed above, the Consultant shall identify the precise and the most desirable and appropriate site location for each of the proposed "docking stations".</p> <p>The Consultant shall note that "docking stations" are to be located, positioned and designed so as to minimise, where possible, any impacts to the existing built and natural environment e.g. street furniture, trees, landscaping and utilities (both over-ground and</p>

underground).

The Consultant shall note that docking stations are to be located in public spaces only.

The Consultant shall also determine the extent of the “reserved area” for each of the proposed “docking stations”. The “reserved area” may be defined as the open space required to accommodate all physical infrastructure associated with the “docking station” including the docking points (if required), the rental terminal (if required), opportunities for advertising and/or the installation of “wayfinding” signage.

Whilst it is understood that it is not yet known what infrastructure is to be provided and installed, if any, as part of the Public Bike Scheme offering, to assist in the determination of the extent of the “reserved area” and in the identification of suitable locations for “docking stations”, the Consultant shall assume that the required area to accommodate X number of “public bikes” for the proposed scheme is equivalent to the area required to accommodate X number of “public bikes” for the existing Dublin Bikes Scheme.

To assist in the determination of the precise and most appropriate site location for each of the “docking stations” and the design layout for each of the “docking stations”, the Consultant shall:-

- Note that all “docking stations” are to be located in open spaces;
- Engage in extensive stakeholder consultation, as detailed below;
- Undertake a study of open space availability in vicinity of the proposed/ desired locations for each of the “docking stations”;
- Undertake a land ownership study, at the proposed locations for each of the docking stations, and identify land ownership issues arising, if any.
- Identify and record all utilities in the vicinity of the proposed/ desired locations for each of the “docking stations”, as detailed below;
- Identify and record all street furniture in the vicinity of the proposed/ desired locations for each of the docking stations;
- Identify and record any features or areas of Architectural and Archaeological importance or interest in the vicinity of the proposed/ desired locations, as detailed below;
- Undertake cellar survey, where necessary;
- Identify any constraints associated with the proposed/ desired locations for each of the “docking stations”;
- Undertake a Stage 1 Road Safety Audit of each of the proposed/ desired docking stations, as detailed below and noting that particular attention should be paid to the safe access and egress for users of the facility (pedestrians and cyclists);
- Prepare a site location map for each of the proposed/ desired locations of the proposed docking stations, as detailed below; and
- Prepare a preliminary cost estimate for the construction of each of the docking stations.

Stakeholder Consultation	<p>To inform the technical review, analysis and research and to assist in the preliminary design of the “docking stations” the Consultant shall undertake extensive consultation with the key stakeholders including, but not limited to, the National Transport Authority, the city council and adjacent county council, An Garda Síochána, third level institutions in the City, health centres, Iarnród Éireann, Bus Éireann, private bus operators, taxi operators, the National Roads Authority, utility service providers, traders, businesses, representatives from employment centres, interest groups and resident groups.</p> <p>Consultation may include presentations to interested parties. Reports detailing the outcome of these presentations shall be prepared from time to time by the Consultant, as requested by the Contracting Authority.</p>
Utility Information	<p>The Consultant shall obtain, from all relevant utility providers, local authority departments, statutory undertakers, etc. all available information on the location of existing and future services, including existing service drawings and record drawings of all utilities along and adjacent to the route. The services shall be plotted on a drawing(s), to agreed scales, layout, backing etc. as per the Contracting Authority’s requirements.</p> <p>The Consultant shall, determine all investigations required to determine the location of services at each of the proposed “docking stations”. This may include, but not be limited to slit trenches, bore holes etc. The provision of these services shall include preparation of the necessary contract documentation, tender analysis and report, appointment of Project Supervisor for the Construction Stage (PSCS), site supervision, preparation of report, and advice to the NTA. This shall include the identification of suitable locations for slit trenches. The Consultant shall arrange the procurement of the slit trench works in accordance with the Contracting Authority’s procurement rules. The Consultant will supervise the on-site Slit Trench Works. The Consultant will negotiate all necessary permits (incl. e.g. road opening licences) with the local authority. Any costs relating to site supervision of these works shall be based on 10 working days supervision (in total) by a Chartered Engineer, and this cost shall be included in the Tenderers’ fixed price lump sum fee.</p> <p>The exact number and location of slit trenches to be carried out will be a matter for the Consultant, and shall be agreed with the NTA and the local authority. The Consultant shall also develop a full cost estimate for the slit trench works. These works may be carried out by private contractors.</p> <p>The private contractor appointed for this element of the works, shall be procured in accordance with the Contracting Authority’s procurement rules. The Consultant shall ensure that the information gathered from the slit trenches is gathered in the format shown in attached document, NTA "Slit Trench Forms". Any additional administration costs, expenses or overheads that the Consultant shall incur from this arrangement should be fully allowed for in their fixed price lump sum. The contractor’s fee to carry out the slit trench works shall be an additional sum, paid directly by the Contracting Authority to the successful contractor following the procurement procedure – it shall not be included in the Consultant’s fixed price lump sum. Alternatively, the Contracting Authority reserves the right to require the Consultant to obtain a minimum of three quotations for the</p>

undertaking of this work and for the Consultant to directly engage the Contractor for the slit trench works, with the Contractor's fee to be reimbursed to the Consultant as an additional sum, which is not included in the Consultant's fixed price lump sum. In the event of the Contracting Authority exercising this right no additional sum shall be payable to the Consultant other than the Contractor's fee.

A comprehensive Ground Investigation Report shall be submitted. The report shall include, but not be limited to, the following information:-

- Cover page and contents page;
- List of trial hole stakeholders including local authority area, scheme client, consultant, slit trench client, PSDP, contractor, PSCS;
- Result of tendering competition;
- Map of scheme showing slit trench locations and numbers (note, each slit trench must have a unique identification number which shall appear in every photo);
- Slit trench results form for each slit trench;
- Photograph(s) of each slit trench (one showing location of slit trench relative to surrounding environment, one showing contents of slit trench from road-side, and one showing contents of slit trench from back-of-path. Additional photos may be included. Every photo must include the slit trench reference number.

The requirements of the relevant health and safety legislation (i.e. SHWW (Construction) Regulations, 2006), shall be observed.

## Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Preliminary Public Lighting Design	Should the installation of any of the proposed “docking stations” impact on Public Lighting then the Consultant shall carry out Preliminary Public Lighting (PL) Design and provide a report outlining the PL system to be incorporated/used and to provide alternative measures if alterations to the existing lighting system are required. The Consultant shall consult with the Local Authority’s PL Department regarding their input into PL design.
Preliminary Drainage Design	Should the installation of any of the proposed “docking stations” impact on drainage then the Consultant shall carry out Preliminary Drainage Design and provide Drainage Report outlining the drainage system to be incorporated/used and to provide alternative measures if alterations to the existing drainage system are required. The Consultant shall consult with the Local Authority’s Drainage Department regarding their input into the drainage design.
Architectural and Archaeological Desktop Study	<p>The Consultant shall compile information relating to the built environment, its sensitivity and any special status designated to it in the vicinity of the site locations for each of the proposed “docking stations”.</p> <p>The Consultant shall subsequently carry out a desk top study to take account of, but not be limited to, the following: -</p> <ul style="list-style-type: none"> <li>• protected structures;</li> <li>• industrial heritage;</li> <li>• listed buildings;</li> <li>• national monuments;</li> <li>• sites of architectural interest;</li> <li>• sites or zones of archaeological interest; and</li> <li>• architectural and / or archaeological constraints.</li> </ul> <p>The compilation of information and the undertaking of the study shall be carried out by a qualified Archaeologist, as proposed by the Consultant. The Consultant shall carry out archaeological monitoring of excavation works, as necessary and as agreed with the local authority.</p> <p>The above should be informed by any previous archaeological / architectural reports carried out in the vicinity of the proposed “docking stations” if any.</p>
Topographical Survey	<p>The Consultant shall identify the relevant area to be surveyed at each of the proposed “docking station locations and shall arrange to have carried out a full topographical survey in accordance with the Quality Bus Network Project Office (QBNPO) "Topographic Survey Specification for Urban Projects - April 2009".</p> <p>The private contractor to be appointed for this element of the works shall be procured, by the Consultant, in accordance with the Contracting Authority’s procurement rules and the relevant legislation. Any additional administration costs, expenses or overheads that the Consultant shall incur from this arrangement should be fully allowed for in their fixed price lump sum. The contractor’s fee to carry out the topographical survey work shall be an</p>

	<p>additional sum, paid directly by the CA to the successful contractor following the procurement procedure – it shall not be included in the Consultant’s fixed price lump sum. Alternatively, the Contracting Authority reserves the right to require the Consultant to obtain a minimum of three quotations for the undertaking of this service and for the Consultant to directly engage the Contractor for this service, with the Contractor’s fee to be reimbursed to the Consultant as an additional sum, which is not included in the Consultant’s fixed price lump sum. In the event of the Contracting Authority exercising this right no additional sum shall be payable to the Consultant other than the Contractor’s fee.</p>
Parking Survey	<p>Should parking spaces be removed to facilitate the installation of any of the “docking stations”, within the identified “reserved areas”, then the Consultant shall carry out an on-street car parking survey at these locations, in accordance with the attached “Parking Survey Specification”.</p>
Road Infrastructure Audit	<p>The Consultant shall carry out a full audit of exiting street furniture and road infrastructure in the vicinity of each of the proposed “docking stations” to take into account, but not limited to, the following: public lighting, signage, road markings, hard and soft landscaping, street furniture, etc.</p>
Tree Survey Report	<p>The Consultant shall, in accordance with prevailing Standards (BS 5837 2012), prepare a Tree Survey Report on the impact, if any, of the “docking stations” on any trees / shrubs / hedges and / or hedgerows. This survey is to be carried out by a qualified Arboriculturalist and the report should include: -</p> <ul style="list-style-type: none"> <li>• All trees / shrubs / hedges / hedgerows on site accurately plotted, tagged and referenced to a drawing;</li> <li>• Species type, size, age, condition and useful life expectancy to be indicated;</li> <li>• The impact of the proposed development (or different options) on the trees / shrubs / hedges / hedgerows on site is to be assessed. This is to be a realistic documentation of the current state of the trees / shrubs / hedges / hedgerows on site and how the development will affect them;</li> <li>• The accompanying drawing to indicate clearly the trees / shrubs / hedges / hedgerows to be retained and the trees / shrubs / hedges / hedgerows to be removed;</li> <li>• A numerical count of the trees / shrubs / hedges / hedgerows presently on site is to be submitted, together with a numerical and percentage breakdown of the different categories of trees / shrubs / hedges / hedgerows;</li> <li>• A method statement for the management and protection during development of trees / shrubs / hedges / hedgerows to be retained;</li> <li>• The line of protective fencing illustrated clearly on accompanying survey drawing;</li> <li>• Surveyor’s name and qualifications; and</li> <li>• Date survey carried out.</li> </ul>
Road Safety Audit - Stage One	<p>The Consultant shall carry out a Stage One Road Safety Audit (RSA) for each of the proposed “docking stations”. The RSA shall be carried out in accordance with the current</p>

relevant Local Authority / National Roads Authority (NRA) Guidance and Advice notes. Copies (one Adobe Acrobat format, one MS Word format, and two hard-copy format) of the Report shall be submitted to the CA by the Consultant.

The report on the Road Safety Audit shall be assessed by the Consultant, who shall be responsible for the preparation of the Designers Response and Exception Report (if required). This report shall be presented to the Contracting Authority where all amendments to the design shall be agreed and completed prior to signing off of the Preliminary Design drawings.

## Tender & Schedule for the Conditions of Engagement for Consultancy Services (Technical)

Advance / Accommodation Works	The Consultant shall identify all advance works and accommodation works (e.g. utility diversions, traffic diversions, boundary works, modification of structures, construction of temporary structures, etc.) necessary to progress the Project.
Drawings and Mapping	The Consultant shall prepare a site location map and an indicative layout drawing for each of the proposed “docking station” locations. This shall include a clear indication of the extent of the “reserved area” and a generic possible layout of the facilities within the reserved area, including generic docking points, service area, terminal advertising, way-finding and street furniture.
Non-Statutory Public Consultation	<p>The Consultant shall develop a set of drawings for each location for the Public Consultation Process. These drawings shall be specific public display drawings which will have an emphasis on clarity and context (as distinct from detailed engineering drawings). The Consultant will be required to carry out a full Public Consultation Process in conjunction with the Local Authority and the NTA.</p> <p>Production of information leaflets, attendance at meetings, drafting of site notices, newspaper advertisements: -</p> <p>The Consultant shall assist in the public consultation process, which will include preparation of drawings and information leaflets, attendance at a minimum of 4 (four) public/council meetings for each project (which may include evening meetings), drafting of site notices and newspaper notices, and any other activities that are part of standard public consultation procedures.</p> <p>Preparation of report outlining the public consultation process, submissions received, changes proposed, etc.: -</p> <p>Following public consultation, the Consultant shall prepare a report listing all submissions received during the public consultation process and shall prepare appropriate responses to the submissions.</p> <p>The Consultant shall subsequently make any necessary design amendments arising from the public consultation process, and update the Preliminary Design Drawings accordingly.</p>
Preliminary Cost Estimate of the Works	A preliminary cost estimate shall be prepared by the Consultant for the proposed works and all ancillary costs associated with the scheme.
Technical and Preliminary Design Report.	The Consultant shall prepare a Technical and Preliminary Design Report outlining the results of their analysis, research and consultations together with recommendations for the development proposed Public Bike Scheme. This report shall be presented to the National Transport Authority for review.

<b>Stage (ii b)</b>	<p align="center"><b>Public Bike Scheme in Cork City</b>  <b>Technical Review, Preliminary Design and Public Consultation</b></p> <p>The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Cork City”.</p>
<b>Stage (ii c)</b>	<p align="center"><b>Public Bike Scheme in Limerick City</b>  <b>Technical Review, Preliminary Design and Public Consultation</b></p> <p>The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Limerick City”.</p>
<b>Stage (ii d)</b>	<p align="center"><b>Public Bike Scheme in Waterford City</b>  <b>Technical Review, Preliminary Design and Public Consultation</b></p> <p>The Consultant shall undertake all services identified in Sub-Stage (ii a), “Public Bike Scheme in Galway City” and as set out in the section “Details of Stage Services referred to above”, separately for this Sub-Stage, “Public Bike Scheme in Waterford City”.</p>

Stage (iii)	Tender Action, Evaluation and Award
<p><b>Development and completion of the Tender Action, Evaluation and Award Stage to include the following specific items and all other additional items required to complete this stage in accordance with good practice:</b></p> <ul style="list-style-type: none"> <li>• Preparation of the tender documentation for the Supply, Installation, Operation and Maintenance of the Public Bike Scheme in the Regional Cities;</li> <li>• Tender Evaluation; and</li> <li>• Tender Award.</li> </ul>	<p>The Consultant shall work with the legal and financial advisory teams to develop the tender documentation and the tender process for the Supply, Installation, Operation and Maintenance of the Public Bike Schemes in the Regional Cities. The Consultant shall prepare all of the technical requirements for the tender documentation and all other requirements other than the conditions of contract and the payment mechanism. The Consultant shall prepare such documents in a manner that facilitates the tendering of the bikes schemes either on an individual city basis or on a combined city basis.</p> <p>In developing the tender documentation, the consultant shall frame the documentation in such a manner that facilitates potential different bike types and docking / booking systems. The technical sections of the tender documents to be developed by the Consultant shall comprehensively cover all relevant aspects of the design, supply, maintenance, and operation of the bike scheme and shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>- Technical requirements for bikes, including minimum standards to be maintaining throughout the operating period;</li> <li>- Technical requirements for docking stations / locking systems (to be generic enough to facilitate a variety of solutions to be proposed by subsequent tenderers);</li> <li>- Requirements for booking and bike hire payment systems including security measures for such payment system;</li> <li>- Requirements for website and smartphone apps providing live information on bike availability at stations;</li> <li>- Requirements for mapping and wayfinding signage at docking stations;</li> <li>- Operational performance standards to apply throughout the contract period including requirements for bike availability at bike stations and need for bike transfers between stations;</li> <li>- Requirements governing process of the detail design and construction of the bike stations; and</li> <li>- Reporting requirements throughout the contract period;</li> </ul> <p>The Consultant shall also be responsible for the development of the Instructions to Tenderers' document including development of tender award criteria. The Consultant shall manage the overall the tender process and be responsible for the issuing of tenders, the administration of tender queries and the tender consultation process, and the subsequent tender evaluation process.</p> <p>The Consultant shall assume that the process will be a competitive dialogue tender process or restricted tender process and shall prepare, administer and complete the prequalification stage of such process, including development of the pre-qualification documentation and the assessment of pre-qualification submissions, including the</p>

	<p>preparation of a pre-qualification assessment report.</p> <p>The Consultant shall allow in its price for a tender consultation process, incorporating one meeting with each of the shortlisted tenderers during the tender period and the assessment of an interim conceptual technical submission from each shortlisted tenderer during the tender period.</p> <p>At the end of the tender process the Consultant shall be responsible for the preparation of the tender assessment report , incorporating input as relevant from the separate legal and financial advisory teams and for the assembling of the relevant documentation for contract execution.</p>
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<b>General</b>	<b>In carrying out the above services, the Consultant shall ensure that the following services are carried out.</b>
Project Health And Safety	<p>One of the CA's key priorities on the Project is the subject of health and safety and the management of risk generally. The health and safety legal requirements on, for example, employers, designers, and contractors are extensive, and full compliance with these minimum requirements is expected of all parties. The CA intends that this high commitment to health and safety issues shall continue through all aspects of the design and sub- contract activities until the Project has been completed.</p> <p>It should be noted that, once appointed, and where relevant, the Consultant is to undertake the statutory role of Project Supervisor Design Process in addition to his other defined duties and responsibilities as 'designer', and 'employer' under Irish Health and Safety legislation.</p> <p>Project Supervisor for the Design Process (PSDP): The Consultant shall carry out the role of PSDP in accordance with the Safety, Health and Welfare at Work (Construction) Regulations, 2006.</p> <p>The Safety File: Throughout the life cycle of the project, the Consultant shall compile information for inclusion in the 'Safety File'. Upon completion of the project, the Consultant shall submit the Safety File to the CA.</p> <p>Deliverables – Project Health and Safety: (Note: the summary Deliverables listed in grey text under this heading have already been included in the respective Deliverables for the several Project Stages above).</p>
Meetings	All meetings attended by the Consultant shall be minuted by the service provider and duly circulated for comment and sign-off.
Project Management Guidelines	The Consultant shall prepare all documentation required by the National Transport Authority "Project Management Guidelines for Projects Funded by the National Transport Authority (up to €20 million in value) - December 2011" for project phases 1 to 3 inclusive.

PROJECT SUPERVISOR FOR THE DESIGN PROCESS SERVICES	Performance period	
All the duties of Project Supervisor for the Design Process according to the Safety, Health and Welfare (Construction) Regulations 2006, notwithstanding any inconsistent Contract contents.	While required for these Services [subject to any later appointment, earlier clause 14 Termination, by the Client].	No additional payments

## TIME CHARGES

The following Time Charges apply to suspension [4.22], Client's Changes [clause 11].

**For any additional work, the hourly rates submitted for the various grades below as part of your tender proposal for admittance to the 'Framework Agreement for Technical Consultancy Services for Transport Project funded by the National Transport Authority shall be used.**

Grade	€ per hour (exclusive of VAT)
1: Partner or Company Director.	
2: Head of Section/Function, Associate Director or similar.	
3: Senior Engineer/Planner or Equivalent with 10+ years experience or similar.	
4: Engineer/Planner or Equivalent more than five years experience or similar.	
5: Engineer/Planner or Equivalent with less than five years experience or similar.	
6: Engineering Technician or equivalent with 10+ years experience or similar.	
7: Junior Engineering Technician or equivalent with less than ten years experience or similar	

The above hourly rates include for profit and for all costs associated with staff, including in particular:

- Salary payments;
- Provision of all secretarial/administration/clerical support;
- All equipment required in the performance of the services;
- Office overheads;
- Insurance including health insurance;
- Bonus payments;
- Employer PRSI payments;
- Any allowances (including travel and subsistence);
- General office consumables;
- Annual leave payments/sick leave payments;
- Postage/telephone/fax/e-mail costs; and
- Photocopying, printing, and document reproduction costs.

**MANAGEMENT SERVICES****[Included in Stage Services as relevant, and in the Total Fee and Stage Fees]**

REPORTING		
Timing	Contents	Method
As required	Key Personnel	<p>Key Personnel are those identified by name and curriculum vitae by the Consultant in the <i>Framework Agreement for Consultancy Services to provide Design, Construction Management and other services for Transport Projects Funded by the National Transport Authority</i> having the qualifications and experience that meet the essential requirements laid down by the CA.</p> <p>The Consultant may not make changes to the key team members without the prior approval of the Client. Application to the Client for approval must be made no later than a month before the proposed change is to occur, unless the Client agrees to a shorter notice period. The Consultant must provide the name and curriculum vitae of the proposed substitute personnel together with any other details requested by the Client. The Client may refuse to accept any proposed substitute and in such a case, the Consultant shall submit to the Client further names and curricula vitae of other proposed substitute personnel within a period specified by the Client.</p>

REPORTING		
Timing	Contents	Method
Minimum of two days before each Progress Meeting	Details of the work planned and the actual work performed, milestones reached and a broad outline as to the current status of the deliverables. It shall set out the programme for the Project over the remaining Project period. Where any slippage in the programme has occurred an explanation for such delays shall be required together with a statement as to how it is proposed to recover the lost time. Progress reports shall be cross-referenced with the WBS and RAM.	It shall be sent electronically to those responsible for the action and to the CA's Client's Representative at least two days before the Progress Meeting.
Every two weeks	Progress Meetings	Meeting with CA / Local Authority / Stakeholders
As required	Changing of team members	By email, letter or fax between Nominees set down at CI 1.1
As required	All reports generated under this contract shall be provided to the CA for approval prior to circulation to any other Stakeholders	

TRANSFERS [3]		
Timing	Contents	Method

COMMUNICATIONS [6]		
Timing	Contents	Method
As required.	<p>Between Nominees set down at CI 1.1 above.</p> <p>Tasks assigned to the parties to be notified by action listing on Minutes of progress meetings.</p> <p>Consultant to prepare Minutes of all meetings.</p> <p>All communications between Consultant and Stakeholders to be copied to the Contracting Authorities Project Manager.</p> <p>All meetings between Consultant and Stakeholders are to be attended by a representative of the CA.</p>	By email, letter or fax.

COORDINATION [7]		
Timing	Contents	Method
As required.	Consultant to act as Design Team Leader.	<p>Consultant to act as Design Team Leader.</p> <p>Minutes of Design Team meetings to be circulated to the Client Representative.</p>
As required.	It is the responsibility of the Consultant(s) to direct their respective staff to fulfill their roles.	

COOPERATION [8]		
Timing	Contents	Method
As required.	On the responsibility of the Nominees to direct their respective staff to fulfil their roles.	By email, letter or fax.

PAYMENTS [9]		
Timing	Contents	Method
As required.	Requests for advance sanction of special disbursements [9.4-5].  Written requests to be lodged with the Contracting Authority, detailing costs and reasons, not less than one week before decision is required in accordance with the programme.	By email, letter or fax.

**CLIENT'S CHANGES [11]**

<b>Timing</b>	<b>Contents</b>	<b>Method</b>
As required.	<p>Contracting Authority to provide a written statement of the scope of change, seeking a costed proposal from the Consultant on the matters covered in Clauses 11(1) to 11(7) within a stated response time.</p> <p>Rates used for personnel shall be those used in the original tender, subject to the provisions of the Contract.</p> <p>Contracting Authority to endorse the change proposal, with amendments, at this discretion, within one week of its receipt, the Consultant to respond with a written acceptance within one further week.</p>	By email, letter or fax.

**TERMINATION [14]**

<b>Timing</b>	<b>Contents</b>	<b>Method</b>
As required.	Consultant to prepare a Comprehensive Handover report covering all contract obligations on Termination.	By email, letter or fax.

ALERTS, FOLLOW UP		
Timing	Contents	Method
Conflict of Interest <sup>1</sup>	Details of Conflict of Interest <sup>2</sup>	By email, letter or fax.
As required.	<p>From Consultant to Client as soon as aware of likely circumstances to require change in agreed scope of works. By written communication within two working days of the circumstances becoming apparent.</p> <p>Variation required beyond the Consultant's authority [2.11]. By written communication within two working days of the circumstances becoming apparent.</p> <p>Insurance default [2.19]. Consultant shall submit written confirmation of renewal of premium within one week of renewal due date.</p> <p>Consultant to communicate his requirements, and necessary dates, to the Contracting Authority at Initiation Meeting</p>	By email, letter or fax.

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<sup>1</sup> The Consultant shall ensure that no conflict of interest arises in respect of its performance of the Services. The Consultant shall disclose to the Client any conflict of interest or potential conflict of interest which the Consultant or any sub-consultant may have in performing the Services within forty-eight hours of the Consultant becoming aware of such conflict or potential conflict. The Consultant shall be responsible for ensuring that its sub-consultants provide it with information allowing it to observe this obligation. The Client shall at its absolute discretion decide on the appropriate course of action to be taken in respect of any conflict of interest or potential conflict of interest [which may include termination under Clause 14].

<sup>2</sup> Full details of the conflict of interest or potential conflict of interest together with any further information which the Client may require [including any steps proposed to manage the conflict or potential conflict].

# Dublin's Bike Sharing Experience







Dublin City  
Baile Átha Cliath





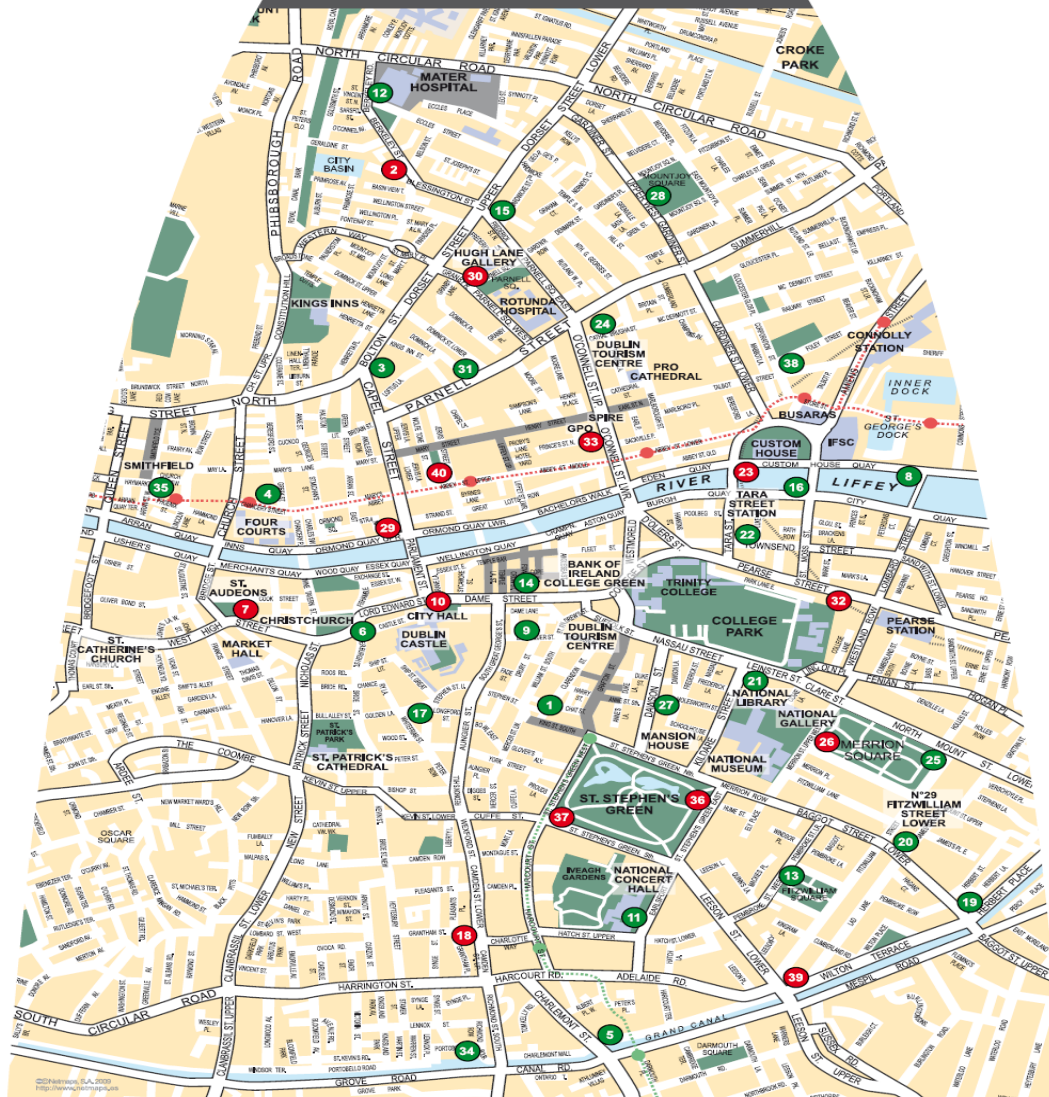
Dublin City  
Baile Átha Cliath





Dublin City  
Baile Átha Cliath





# Pricing

## Membership

- Annual €10
- 3 Day €2

## Rental

- First ½ hour free
- 1 hour €0.50
- 2 hours €1.50
- 3 hours €3.50
- 4 hours €6.50
- Every extra ½ hour €2.00

# 2 Years of Dublinbikes

- **Total Members**
  - annual members
  - 3 day members

**63,072**

**37,417**

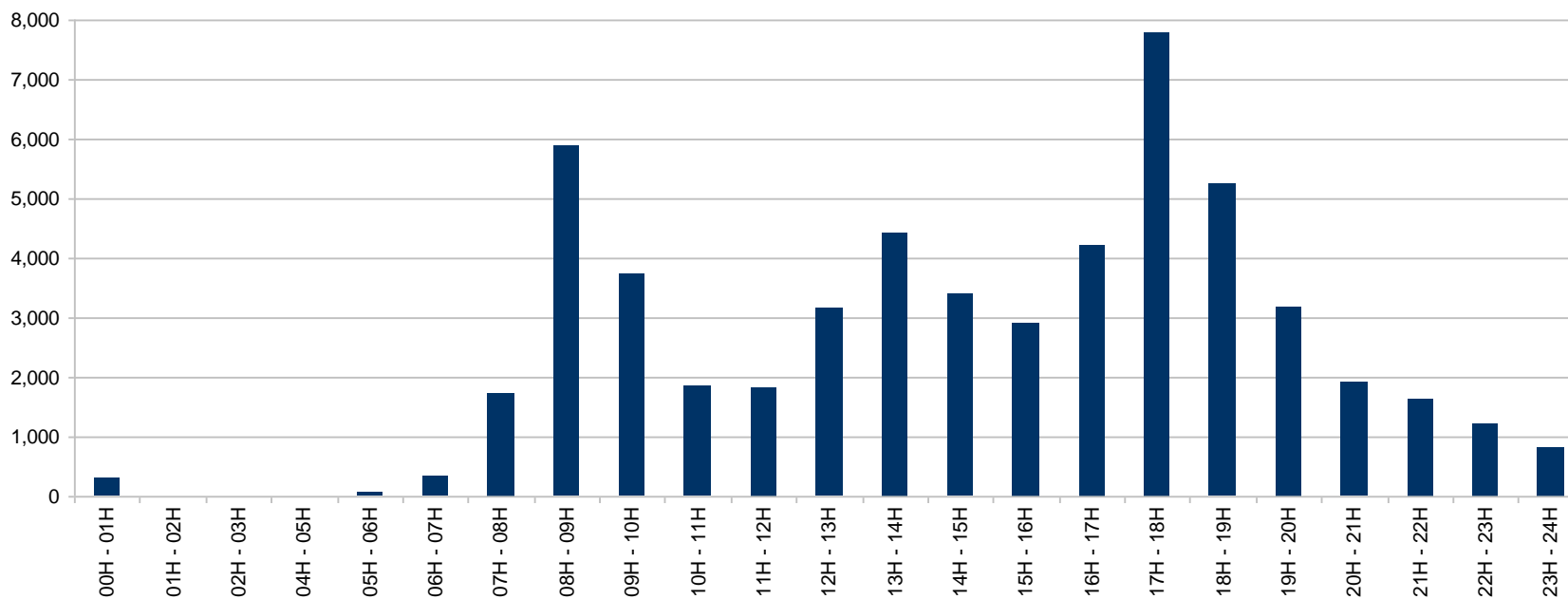
**25,655**



# 2 Years of Dublinbikes

- Total number of Journeys **2,529,693**
- Average duration of journey = 13 minutes
- Percentage of total journeys which are free = 95.3%
- Average number of subscribers per bike = 115
- Busiest day = 6,281 rentals 13/07/2011
- Bike Rotation Rate **9.8**

# Patterns of Use



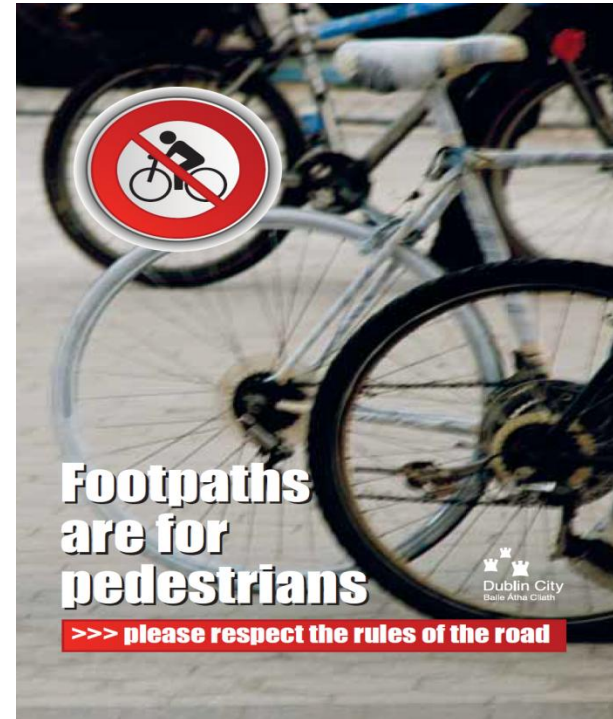
# Users & Uses

- ‘Efficient’ and ‘handy’ cited as the main reason for use
- Replacing long(ish) walks
- Used in combination with other modes
- 42% ‘rarely or never’ cycled prior to scheme



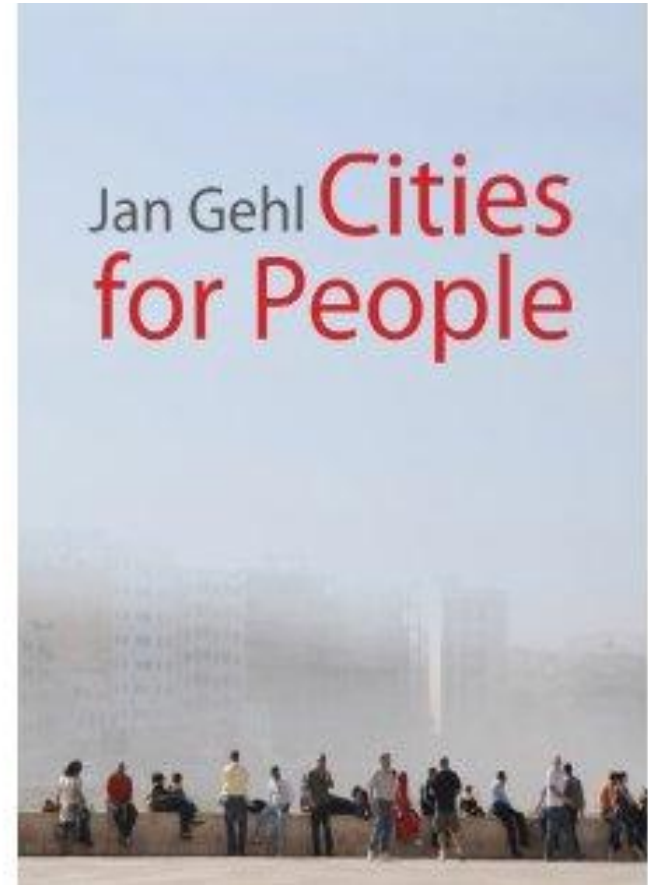
# Growing Pains

- Risky behaviour
- Inconsiderate users
- Demand problems
- Infrastructure catch-up



# Note of Caution

- Bike sharing schemes must be a **link** in efforts to build and reinforce bicycle culture – not the **spearhead**.





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