

PART RW40
ACCESS TO THE RAIL CORRIDOR

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1. GENERAL

- .1 This Part specifies the requirements for obtaining access to, and working within, the Rail Corridor. This includes the AMPRN and may include adjoining Rail Infrastructure owned by an External Rail Transport Operator.
- .2 A schematic plan of the AMPRN is available from:
http://www.dpti.sa.gov.au/contractor_documents/public_transport_technical_information.
- .3 The following documents are referenced in this Part:
 - (a) AS 4602.1: High Visibility Safety Garments - Garments for high risk applications
 - (b) AS 1906.4: Retroreflective materials and devices for road traffic control purposes - High visibility materials for safety garments
 - (c) Code of Practice for the Defined interstate Rail Network, including appendices, available from:
<http://www.artc.com.au/Content.aspx?p=221>

Rail Commissioner Documents:

 - (d) WI-EM-008 "Paint Coding in Track"
 - (e) WI-IS-011 "Locating of Cable Services"
 - (f) Drawing No. 301-A2-86-2239 "Train System – minimum structure outline – allowable infringements"
 - (g) Adelaide Metropolitan Passenger Rail Network Access Manual and Access Application
 - (h) AMPRN Rules and Procedures, Volume 4: Work on Track Rules and Procedures.
- .4 Rail Commissioner Documents are available from:
http://www.dpti.sa.gov.au/contractor_documents/public_transport_technical_information or from the Principal upon request.
- .5 Refer to Part RW10 for definitions and other referenced documents.

2. RAIL COMMISSIONER

- .1 The Rail Commissioner is accredited pursuant to the *Rail Safety National Law (South Australia) Act* as a Rail Transport Operator to operate Rolling Stock and manage Rail Infrastructure.
- .2 DPTI Rail Operations is responsible for the ongoing "day to day" management and operation of the AMPRN and Rolling Stock on behalf of the Rail Commissioner. The Contractor shall not act upon any request from DPTI Rail Operations without first obtaining the written authority from an authorised representative of the Principal.
- .3 Unless specified otherwise, the Contractor is responsible for all liaison, planning and management associated with access to the Rail Corridor. Separate payment will not be made for the costs associated with compliance with the requirements of this Part.

3. ACCESS TO THE RAIL CORRIDOR

- .1 The Contractor:
 - (a) agrees and acknowledges that it does not have unrestricted access to the Site and it shall comply with the restrictions imposed by this Contract and by the Rail Transport Operator;

- (b) outside of any Defined Closure Period (unless specified otherwise), shall permit the Rail Transport Operation to use the Rail Infrastructure and it shall not impede the operation of train services;
 - (c) acknowledges that it is fully informed of the scheduled train operations and acknowledges that the Rail Transport Operator may change train schedules at any time outside of any Defined Closure Period;
 - (d) shall provide the Rail Transport Operator reasonable access to the Site to undertake inspections, routine maintenance, vegetation removal and/or to rectify any other faults on the Rail Infrastructure;
 - (e) shall regularly liaise with the Rail Transport Operator and the Principal to ensure it remains informed of any changes to the train schedules.
- .2 The Contractor may request a variation to the Defined Closure Period. However, the Principal is under no obligation to accept any proposed change and may reject a request at its absolute discretion.

4. **ACCESS TO THE AMPRN**

General

- .1 The Contractor shall submit an AMPRN Access Application to the Rail Commissioner to access or undertake any work:
- (a) within the Rail Corridor or requiring a Track Occupation;
 - (b) on any equipment that is associated with the AMPRN; and
 - (c) in, or on, any building that is associated with the AMPRN.
- .2 The AMPRN Access Manual and Access Application form is available at http://www.dpti.sa.gov.au/contractor_documents/public_transport_technical_information

Submission Times for AMPRN Access Applications

- .3 Subject to compliance with all other requirements specified in this Contract, the Access Application shall be submitted no later than the submission time specified in Table 3.3 before the date of Track Occupation. Subject to all information reasonably necessary to assess the Access Application being provided, the Rail Commissioner will respond within the timeframe specified in Table 3.3.

Table 3.3 Minimum Submission Times for AMPRN Access Applications		
Operational Restriction due to Work	Submission time	Response within
Track Occupation necessitating the cancellation of train services on an ordinary business day:	26 weeks	4 weeks
Track Occupation necessitating the cancellation of train services on a Saturday, Sunday and/or Public Holiday:	16 weeks	4 weeks
Timetable change required, but no cancellation of any service(s), including closure of a line(s) where there are multiple lines:	8 weeks	2 weeks
Closure of a level crossing to road and/or pedestrian traffic:	8 weeks	2 weeks
Track Occupation where train operations are likely to be delayed for over 5 minutes (necessitating the production of an altered timetable):	4 weeks	1 week
Track Occupation where train operations may be delayed for up to 5 minutes and there is a low likelihood of that delay occurring:	4 weeks	1 week
No effect on train operations (outside of Danger Zone):	2 weeks	1 week

- .4 AMPRN Access Applications submitted with less than the required minimum submission time will only be considered by the Rail Commissioner in exceptional circumstances, such as an emergency.

Information to be Included in the AMPRN Access Application

- .5 In addition to the information to the information required in the AMPRN Application Form, if the access is for a Track Occupation, the following information shall also be included in the application:
- (a) a detailed Track Occupation Program;

- (b) a robust contingency plan prepared for instances of unplanned service disruption, including procedures to track and monitor progress throughout a possession and a clear chain of command for decision making regarding any contingency measures; and
 - (c) a nominated representative available at all times, who shall have the authority to implement contingency measures as appropriate to ensure the handback of the Track Occupation at the agreed time.
- .6 If the work involves the operation of a track vehicle and/or work train, the following information shall also be included in the AMPRN Access Application:
- (a) commencement location;
 - (b) stabling location; and
 - (c) operating conditions.
- .7 If the work affects track geometry, track support system, rail and/or signalling system, test train details shall be attached to the AMPRN Access Application unless previous agreement has been reached with the Rail Commissioner. If such an agreement has been reached details of the agreement shall be attached to the application.
- .8 The Rail Commissioner may request further information.

Notification of Unplanned Disruption

- .9 In the event of the Contractor becoming aware that it may cause any Unplanned Disruption, the Contractor shall notify the Principal and DPTI Rail Operations immediately.

5. ACCESS TO EXTERNAL RAIL INFRASTRUCTURE

- .1 This clause only applies if Rail Infrastructure managed or operated by an External Rail Transport Operator is present within a Rail Corridor.

Site Access Licence

- .2 The Principal has, or is about to, enter into an access licence with an External Rail Transport Operator. The Contractor:
- (a) occupies the Licensed Area at its own risk;
 - (b) shall comply with the terms and conditions specified in the Access Licence when accessing the Licensed Area;
 - (c) shall not undertake any activity in the Licensed Area prior to the Principal's confirmation that the Access License has been executed; and
 - (d) notify the Principal immediately if it requires access to other Rail Infrastructure which is not subject to the Access License.

Liaison with the External Rail Transport Operator

- .3 The Principal will establish initial contact between the Contractor and relevant External Rail Transport Operator(s). Arrangements for the planning of track access and occupations, as well as review of any relevant design and construction information will be agreed during this initial contact.
- .4 Track access and occupations planning for the External Rail Transport Operator shall be pursuant to the requirements outlined in the Access Licence.
- .5 Regular planning meetings shall be held, in a consultative forum between the Contractor, Principal and the External Rail Transport Operator, Addenda for planning of occupations shall be discussed in the consultative forum, and submitted in accordance with agreed requirements, no less than six weeks prior to any proposed occupation.
- .6 Unless specified otherwise, the Contractor shall:
- (a) give the External Rail Transport Operator at least six weeks' notice of the Contractor's intention to enter the Rail Authority's property or work in the vicinity of railway infrastructure;
 - (b) provide advice to the External Rail Transport Operator of dates and times of proposed access during the permitted timeframe of this Contract and on a daily basis prior to commencing the activity, and immediately in the event of any emergency or incident concerning the track; and
 - (c) if requested, provide any relevant procedures, Safe Work Method Statements or other documentation to the External Rail Transport Operator at least two weeks prior to any access to the Licensed Area.

- .7 In the event of the Contractor becoming aware that it may delay an External Rail Transport Operator's train operations, the Contractor shall notify the Principal and the External Rail Transport Operator immediately.
- .8 Except in an emergency, the Contractor shall not undertake any work requested by an External Rail Transport Operator unless directed by the Principal.

6. **PROTECTION OFFICERS**

General

- .1 Unless specified otherwise, Protection Officer(s) shall be on the Site when the Contractor is working within the Rail Corridor. A Protection Officer may protect multiple work groups, but only when those groups are within 200 m of each other. Note that where Rail Infrastructure owned or operated by an External Rail Transport Operator is within or adjacent to the Site, the Contractor shall contact the External Rail Transport Operator to arrange track protection.
- .2 The Protection Officer(s) responsibilities include:
 - (a) contact train / tram control regarding authority to place equipment on track, to work and, if applicable, to stable any machines/equipment;
 - (b) undertaking surveillance to verify that the Rail Commissioner's rail safety requirements are being met, including the appropriate use of high visibility clothing;
 - (c) erect and relocate appropriate speed restriction boards;
 - (d) erect any emergency warning signals and/or equipment if equipment is not removed from the track at the prescribed time; and
 - (e) liaise with the Contractor (including providing regular briefings) regarding Rolling Stock movements and any localised risks associated with work for that shift.
- .3 The Contractor shall ensure that:
 - (a) all persons (including employees, agents, consultants, and subcontractors) on the Site attend an induction conducted by the Protection Officer; and
 - (b) when there is a change to work site conditions necessitating a new or revised trackside site induction, such inductions are undertaken by the Protection Officer prior to the change occurring.
- .4 The Contractor shall comply with any reasonable direction of a Protection Officer in regard to safety.

Qualifications and Experience of Protection Officers

- .5 At a minimum, Protection Officers shall:
 - (a) be qualified in the Code of Practice for the Defined interstate Rail Network (NCoP);
 - (b) have a demonstrated history of protecting rail construction sites in a live operating railway environment; and
 - (c) have attended training for working on the AMPRN to cover differences between the NCoP and the AMPRN Rules and Procedures, Volume 4: "Work on Track Rules and Procedures".

Protection Officers Supplied by DPTI

- .6 Subject to compliance with the requirements of this Clause, DPTI Rail Operations may supply Protection Officers to the Contractor, but is under no obligation to do so. The Contractor acknowledges that DPTI Rail Operations may have insufficient Protection Officers available.
- .7 The Contractor may forward a request to the Rail Operations Network Access Manager using the "Work Application – Rail Corridor" (available http://www.dpti.sa.gov.au/contractor_documents/public_transport_technical_information) and also provide a copy of the request to the Principal. The Contractor shall provide 4 weeks prior notice of the need for Protection Officer(s), unless specified otherwise.
- .8 Where outside temperatures (provided by the Bureau of Meteorology) exceed 34°C then normally, unless work is being carried out in a protected location (with shade etc.), or is of an emergency nature, unscheduled breaks shall be arranged as follows for the Protection Officer(s):
 - (a) 5 minutes in any hour where the temperature exceeds 34°C.
 - (b) 30 minutes in any hour where the temperature exceeds 36°C.
- .9 Unless specified otherwise, the Protection Officer will supply and erect all necessary train / tram control devices for the AMPRN. Prior to work commencing, the Contractor is responsible for making all necessary

arrangements with DPTI Rail Operations to ensure that the appropriate train / tram control devices have been installed and the appropriate notifications have been undertaken.

Payment for Protection Officers

- .10 Except where specified otherwise, all costs associated with the provision of Protection Officers shall be borne by the Contractor.

7. WORKING WITHIN THE RAIL CORRIDOR

General

- .1 The Contractor shall not:
- (a) erect any scaffolding, plant or structure that will obscure any signals or signage at any time on an operating railway or encroach on the minimum clearance shown on Drawing No. 301-A2-86-2239 "Train System – minimum structure outline – allowable infringements" available at http://www.dpti.sa.gov.au/contractor_documents/public_transport_technical_information;
 - (b) place anything that cannot be readily removed before the passage of any Rolling Stock within 3.0 m of the nearest rail and 1.5 m from the nearest aerial;
 - (c) allow any movable equipment to remain within 3 m of the nearest rail of the Railway during the passage of any Rolling Stock;
 - (d) display lights, flags or other signs in a manner that may interfere with the safe operation of Rolling Stock;
 - (e) damage any signalling, communication cables and control equipment that may be present above or below ground at the site, or
 - (f) permit its construction activities to affect the stability or alignment of the rail tracks.

Warning Systems

- .2 The Contractor shall ensure that the Contractor's Personnel are familiar with warning systems in use by DPTI Rail Operations and the action to be taken in the event that such warning systems (e.g. airhorn) are operated.
- .3 Where required by the Principal, the Contractor shall establish a Site specific warning system, in consultation with DPTI Rail Operations.

Safety Clothing

- .4 The Contractor's Personnel and any visitors shall wear appropriate Personal Protective Equipment and high visibility safety clothing while in the Rail Corridor. Red, yellow or green clothing (including hats or safety hats) or objects shall not be brought into the Rail Corridor under any circumstances. The Contractor shall ensure that all high visibility safety clothing is in good order.
- .5 High visibility safety clothing shall comply with the following requirements:
- | | |
|-------------------------|--|
| Standard: | AS 4602.1 Class D/N. |
| Retroreflective strips: | Silver retroreflective strips complying with AS 1906.4 applied in accordance with the configuration shown in Figure 1(b) of AS 4602. A cross configuration of retroreflective strips is not permitted. |
| Colour: | Special Purpose Orange. |
| Wording: | The Contractor may print their company name and / or logo on the front and/or back of the vest. The placement of the lettering shall not interfere with the retroreflective strips and not obscure more than 20% of the projected area of the garment when viewed any angle. |

Control of Access

- .6 The Contractor shall provide any necessary security and access control measures, including provision of security guards where appropriate, to ensure the protection of the Works and any associated infrastructure, plant and equipment, and the safety of persons.
- .7 Where it is necessary to dismantle a permanent fence to gain entry to the site, the Contractor shall maintain the opening as may be necessary to ensure the security of the Site, including when the Site is

unattended. On completion of the Works, the permanent fencing shall be restored to the same condition as existed immediately prior to the commencement of the work, unless specified otherwise.

- .8 Unless specified otherwise, the Contractor shall maintain public access through pedestrian crossing points.

Crossing of Railway Tracks

- .9 The Contractor shall implement any measures necessary to ensure that vehicles and the Contractor's Personnel and can safely cross railway tracks. The Contractor shall comply with any reasonable requirement of the Rail Transport Operator and the Protection Officer regarding the crossings, which may include constructing temporary crossings, erecting temporary fencing and restricting the locations where crossing can take place.

Inspection of Railway Infrastructure

- .10 If requested by the Principal, the Contractor shall undertake an initial condition survey with the Principal and DPTI Rail Operations of existing Rail Infrastructure within the Site. The extent of assets and the area shall be agreed between the Contractor and DPTI Rail Operations. The Contractor shall forward a copy of this agreement to the Principal.
- .11 The Contractor shall forward copies of the initial condition survey to the Principal and Rail Operations Section within three weeks of the survey occurring and prior to any works commencing on Site.
- .12 Within one week of Practical Completion, the Contractor shall undertake a final condition survey of the Railway Infrastructure with the Principal and DPTI Rail Operations. The Contractor shall forward copies of the condition surveys to the Principal and DPTI Rail Operations within three weeks of the survey occurring.

Locating of the Rail Commissioner's Utility Services

- .13 In addition to the requirements of Part CH40 "Utility Services", the Contractor shall make all necessary arrangements with DPTI Rail Operations for the identification of all Utility Services within the Rail Corridor that potentially may be affected by the work. The Contractor is deemed to be aware of the Rail Commissioner's Work Instruction WI-IS-011 "Locating of Cable Services" and WI-IS-008 "Paint Coding in Track".

Lighting

- .14 The Contractor shall provide sufficient lighting for any night work associated with the Works. The Contractor shall ensure that any lighting provided does not conflict with any railway signals or lights, or interfere with the safe operation of Rolling Stock.

High Voltage Energised Zones

- .15 Prior to any work within an existing HV energised zone or prior to energisation of a further zone, the Contractor's Personnel shall be trained in, and adhere to, the Rail Commissioner's Safety Management System (including its procedures and the Electrical Network Safety Rules). The Principal will provide training in these systems.
- .16 For electrified railways, Construction work requiring "de-energised line conditions" shall not proceed unless the aerial network has been de-energised and an appropriate approval to work has been issued by DPTI Rail Operations. The Contractor shall not make any connection to the existing aerial system without prior approval of the Principal.
- .17 Provision of the approval shall constitute a **HOLD POINT**.

Site Condition

- .18 The Contractor shall keep disturbance of the Site to a minimum, contain all activities within the Site and shall not intrude onto neighbouring properties.
- .19 The Contractor shall continuously maintain the working area, including means of access and egress, in a clean and tidy condition. Rubbish and surplus / scrap material shall be regularly removed in accordance with the environmental management requirements. The Site shall be restored to the same condition as existed immediately prior to the commencement of the work, unless specified otherwise.

Protection of Existing Infrastructure

- .20 The Contractor shall take all reasonable measures to prevent damage to Rail Infrastructure, including any electrical / communications cables and control equipment that may be present above or below ground.
- .21 In the event that the Contractor damages any Railway Infrastructure, the Contractor shall immediately advise the Principal and the Protection Officer and comply with any reasonable instructions from DPTI Rail Operations with respect to undertaking any repairs deemed necessary.

8. OPERATION OF ROLLING STOCK FOR CONSTRUCTION PURPOSES

- .1 This clause applies if the Contractor requires access to the AMPRN for the movement of work trains, rail maintenance vehicles or other forms of Rolling Stock.
- .2 The Contractor shall:
 - (a) comply with the Rail Commissioner's operational rules and track access requirements;
 - (b) develop and implement a methodology to gain appropriate track detection during the movement of Rolling Stock, track machines and road-rail vehicles on the AMPRN;
 - (c) provide a vigilance system for the movement of Rolling Stock, track machines and road-rail vehicles on the AMPRN; and
 - (d) ensure that all Rolling Stock, track machines and road-rail vehicles on the AMPRN are appropriately maintained and shall develop a methodology for dealing with emergency breakdowns while undertaking movements on the AMPRN.
- .3 Access windows are provided at the absolute discretion of DPTI Rail Operations.
- .4 All operators shall be suitably accredited in accordance with the Rail Commissioner's requirements and all Rolling Stock shall be inspected and certified as fit for purpose by an appropriate third party.

9. DISRUPTION TO SERVICES

- .1 The Contractor acknowledges and agrees that the Principal:
 - (a) is accountable for the expenditure of public money for the operation of public assets and public transport services (including train / tram services); and
 - (b) will suffer direct loss in the event of disruptions to the train / tram service resulting from Unplanned Disruption.
- .2 If the Contractor's work under the Contract causes Unplanned Disruption and liquidated damages are included in the **Contract Specific Requirements**, the Contractor will be liable to pay the Principal liquidated damages at the rate stated for the period of Unplanned Disruption.
- .3 If the Contractor's work under the Contract causes Unplanned Disruption and liquidated damages are not included in the **Contract Specific Requirements**, the Principal may claim general damages for the period of Unplanned Disruption.
- .4 The Contractor acknowledges and agrees that any liquidated damages payable under this clause are a genuine pre-estimate of the normal losses incurred by the Principal as a result of the disruption and not a penalty. The Contractor's obligations under this clause continue until the expiry of the Defects Liability Period.
- .5 This clause does not affect the liability of the Contractor to the Principal to pay liquidated damages pursuant to the General Conditions of Contract in the event that the Contractor does not achieve the specified time requirements.

10. PRINCIPAL'S COSTS INCURRED AFTER COMPLETION

- .1 Prior to the Contractual Completion Date, the Principal will provide (at the Principal's cost) the following resources to the extent reasonably required by the Contractor to perform its obligations under the Contract:
 - (a) track inspectors;
 - (b) signal and electrical fitters;
 - (c) environmental and safety auditors;
 - (d) project managers; and
 - (e) other employees of the Principal.
- .2 If any of the resources described in this Clause are necessarily provided after the Contractual Completion Date because of an omission or defect in the work under the Contract, the Contractor shall be indebted to the Principal for the costs incurred by the Principal in connection with the provision of the resources at the following rates:

Track inspectors, signal and electrical fitters, environmental and safety auditors and other daily paid employees of the Principal:

\$550 per person for each four hours or part thereof.

Members of the Principal's project management team:

\$165 per hour (or part thereof) in addition to a daily administration cost of \$220.

- .3 Any money due to the Principal from the Contractor pursuant to this clause may be deducted from monies due to the Contractor under this Contract. The Contractor acknowledges that the rates referred to in this clause are a genuine pre-estimate of the Principal's loss and are not a penalty.

11. HOLD POINTS

- .1 The following is a summary of Hold Points referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
5.17	Approval for De-energised Line work	2 working days
