

# Master Specification

## Part PC-RW40

### Track Access

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**Government of South Australia**  
Department for Infrastructure  
and Transport

**Build.  
Move.  
Connect.**

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## PC-RW40 Track Access

### 1 General

- a) This Master Specification Part sets out the requirements for obtaining access to, and working within, the AMPRN, including:
  - i) the Rail Commissioner requirements, as set out in section 2;
  - ii) requirements for access to and working within the AMPRN, as set out in section 3; and
  - iii) disruption to services requirements, as set out in section 4.
- b) Access to, and working within, the AMPRN must comply with the Reference Documents including:
  - i) Keolis Downer network access requirements (available at <https://www.keolisdowneradelaide.com.au/>); and
  - ii) Torrens Connect network access requirements (available at <https://torrensconnect.com.au/permit-to-work-general-information/>).
- c) The AMPRN covers all domestic passenger trains and trams within the Adelaide Metropolitan area. A schematic plan of the AMPRN is available from [307-A2-97-023.PDF \(keolisdowneradelaide.com.au\)](#). Access requirements applicable outside the AMPRN is not included in this Master Specification Part.

### 2 Rail Commissioner

- a) The Rail Commissioner is accredited pursuant to the Rail Safety National Law (South Australia) Act 2012 as a rail transport operator to operate rolling stock and manage rail infrastructure.
- b) The Rail Commissioner has delegated the responsibility for the ongoing management and operation of the AMPRN and rolling stock to:
  - i) Keolis Downer for the train network; and
  - ii) Torrens Connect for the tram network.

### 3 Access to and working within the AMPRN

#### 3.1 General

- a) In addition to PC-SM2 “Site and Access Management”, the Contractor is responsible for all liaison, planning and management associated with access to the AMPRN.
- b) The Contractor must apply for access to the AMPRN as follows:
  - i) to access the train network, in accordance with the Keolis Downer requirements (available at <https://www.keolisdowneradelaide.com.au/>); and
  - ii) to access the tram network, in accordance with the Torrens Connect requirements (available at <https://torrensconnect.com.au/permit-to-work-general-information/>).
- c) The Contractor must not commence any works within or adjacent to the AMPRN without receiving approval from the applicable rail operator.
- d) The Contractor must work in accordance with the applicable rail operator’s requirements when working within or adjacent to the AMPRN.

## 3.2 Engagement of Protection Officers

- a) In accordance with the access requirements in section 3.1, the Contractor must engage or employ appropriately qualified protection officers who will assist in ensuring that the Contractor's Activities are undertaken in accordance with the applicable rail operator's operating and safety requirements.
- b) The Contractor must contact the applicable rail operator for the expertise and engagement requirements for the protection officers.

## 3.3 Site condition

- a) The Contractor must:
  - i) keep disturbance of the AMPRN to a minimum;
  - ii) contain all activities within the Site; and
  - iii) not intrude onto neighbouring properties unless the Contractor complies with the requirements of PC-SM2 "Site and Access Management".
- b) The Contractor must continuously maintain the CAZ, including means of access and egress, in a clean and tidy condition.
- c) Rubbish and surplus or scrap material must be regularly removed in accordance with PC-ENV1 "Environmental Management" (where applicable).
- d) The Contractor must return the Site in the condition agreed with the applicable rail operator or as otherwise required by PC-SM2 "Site and Access Management".

## 3.4 Protection of existing infrastructure

In addition to the requirements of PC-SM2 "Site and Access Management", the Contractor must:

- a) take all reasonable measures to prevent damage to Rail Infrastructure, including any electrical and communications cables and control equipment that may be present above or below ground; and
- b) in the event that the Contractor damages any Rail Infrastructure:
  - i) immediately advise the Principal, the applicable rail operator and the protection officer engaged pursuant to section 3.2;
  - ii) advise of why the damage occurred, who caused it and the actions that may need to be undertaken to repair the damage; and
  - iii) comply with any reasonable instructions from the relevant delegated rail maintainer with respect to undertaking any repairs deemed necessary.

## 4 Disruption to services

- a) The Contractor acknowledges and agrees that the Principal:
  - i) is accountable for the expenditure of public money for the operation of public assets and public transport services (including train / tram services); and
  - ii) will suffer direct loss in the event of disruptions to the train or tram service resulting from unplanned disruption.
- b) If the Contractor's Activities cause Unplanned Disruption and liquidated damages are included in the Contract Documents, the Contractor will be liable to pay the Principal liquidated damages at the rate stated for the period of the Unplanned Disruption.
- c) If the Contractor's Activities cause Unplanned Disruption and liquidated damages are not included in the Contract Documents, the Principal may claim general damages for the period of the Unplanned Disruption.

- d) The Contractor acknowledges and agrees that any liquidated damages payable under this section 4 are a genuine pre-estimate of the normal losses incurred by the Principal as a result of the Unplanned Disruption and not a penalty. The Contractor's obligations under this section 4 applies during the performance of the Contractor's Activities until the expiry of the relevant Defects Liability Period.
  - e) This section 4 does not affect the liability of the Contractor to the Principal to pay liquidated damages pursuant to the Contract Documents in the event that the Contractor does not achieve the specified time requirements.
  - f) For the purposes of this section 4:
    - i) "Unplanned Disruption" means any disruption to scheduled train or tram operations, outside of any Defined Closure Period, caused by an act or omission of the Contractor, excluding any disruption caused by an act or omission of the Principal or its employees or agents; and
    - ii) "Defined Closure Period" means any period of time specified in the Contract Documents (if any) in which train or tram services are scheduled not to operate.
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