

## **PART D**

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### **SCOPE OF SERVICES**

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## D1 INTRODUCTION

Rail Corporation New South Wales (RailCorp) is a State-Owned Corporation responsible for the provision of passenger rail services in NSW via its CityRail and CountryLink services. It is also the owner and maintainer of the Sydney metropolitan rail network.

The Product Development and Asset Management Groups of RailCorp play a key role in the planning and project development of new rail infrastructure including station upgrades, new stations and new rail lines. Such projects may comprise new works, upgrades and additions to existing infrastructure. These works are subject to environmental impact assessment under the *Environmental Planning and Assessment Act 1979* (EP&A Act), and under the provisions of other Federal and State legislation. Some works may require approval under Part 3A of the EP&A Act while others are assessed under Parts 4 or 5. The planning process includes the identification and assessment of environmental issues and implications, identification of statutory requirements and approval processes, and the preparation of documentation. It is also necessary to review planning documents from other parties, as these may affect RailCorp activities.

RailCorp is seeking submissions from organisations with the ability and experience to provide Planning Consultancy Services (the Services) to be included on a Panel for the provision of advice on environmental issues and planning approvals, as well as the undertaking and reviewing of environmental impact assessments.

The planning and project development of rail projects will require the Contractor to work on behalf of and/or in association with other parties such as other State Government agencies and the private sector.

The Panel which is to be formed under this Registration will be maintained for a period for up to thirty-six (36) months from the date of establishment of the Panel. RailCorp, at its sole discretion, may elect to extend the Panel for two further periods of up to twelve (12) months each. Performance reviews of Panel members will be undertaken periodically and continued involvement on the Panel will be subject to ongoing satisfactory performance. It is expected that the number of participants on the Panel will be limited to a maximum of eight (8) members although RailCorp reserves the right to vary these numbers in accordance with its specific needs.

Panel members will be expected to advise RailCorp of any changes to the composition of a Registrant's team throughout the life of the Panel.

## D2 SCOPE OF SERVICES

RailCorp envisages that the Panel members will be able to identify environmental issues, provide wide ranging environmental and planning advice and conduct Environmental Impact Assessments for potential rail proposals. The Services will be undertaken pursuant to the requirements of the NSW *Environmental Planning and Assessment Act 1979* (the EP&A Act) and Regulations, other Acts and Environmental Planning Instruments (EPIs).

RailCorp's proposed projects include, but are not limited to:

- Construction of stations, amenities and associated facilities and infrastructure;
- Construction of maintenance facilities;
- Construction of new rail lines (both above and below ground);
- Upgrades of junctions (including grade separations);
- Construction of stabling facilities;
- Construction of train turnback facilities;
- Station upgrading including the provision of Easy Access facilities;
- Amplification of track, including where necessary the widening of existing corridors.
- Construction of interchanges and car parking;
- Earthworks, hard and soft landscaping;
- Installation of facilities for electrical signalling, communication, CCTV, hydraulic and mechanical and other services;
- Remediation works;
- Review of site-specific OH&S requirements;
- Works and construction which may impact on land adjacent to railway corridors; and
- Rail noise mitigation works.

The role of the Contractor may include, but is not limited to:

- Provision of advice on *Environmental Planning and Assessment Act 1979* approval issues and processes – including permissibility, applicability of Part 3A, Part 4 or Part 5, provisions of State Environmental Planning Policies (including SEPP (Infrastructure)), and Local and Regional Environmental Plans;
- Provision of advice on approvals required under other Federal and State legislation;
- Provision of advice on environmental issues as part of the project development process and to assist in selecting and evaluating options;

- Provision of advice on impact of proposed rail projects on adjacent land;
- Concept planning and development of rail projects and negotiation with relevant stakeholders;
- Preparation of Development Applications (DA);
- Preparation of Statements of Environmental Effects (SEE);
- Preparation of Reviews of Environmental Factors (REF);
- Preparation of Environmental Assessments (EA);
- Preparation of Preliminary Environmental Assessments for SEEs, REFs and/or EAs;
- Preparation of Heritage Impact Statements (HIS);
- Preparation of Species Impact Statements (SIS);
- Provision of strategic advice on statutory planning options;
- Preparing Communication Plans and/or undertaking community consultation and notification;
- Consultation with stakeholders including the Heritage Office, Ministry of Transport, Roads and Traffic Authority, Department of Planning, Department of Environment and Climate Change (DECC) and local councils;
- Obtaining any necessary planning and environmental approvals;
- Review of planning documents from other parties; and
- Undertaking Environmental Audits.

The Contractor shall provide all the resources and facilities necessary to ensure that the Services are completed:

- on time;
- within budget, and
- to RailCorp's standards and compliances, safety, environmental and quality requirements of the tender.

The Contractor must also possess the following generic skills and experience:

- Excellent written and verbal communication skills;
- Ability to prepare and deliver presentations to a large group of stakeholders;
- Ability to facilitate workshops and meetings with a variety of internal and external stakeholders including the public;
- Ability to represent RailCorp with the utmost professionalism regardless of the media or forum
- Ability to graphically communicate information; and
- An understanding of the rail operating environment.

### **D3 SELECTION PROCESS FROM THE PANEL**

It is intended that Registrants who are chosen for inclusion on the Panel may be invited on a rotational basis, or by direct selection from the Panel, to provide competitive tenders for the provision of Services required for various projects, subject to requirements of a Brief. Contractors who are appointed to undertake a particular assignment will be responsible for completing the Services within budget and time constraints. Assignments may incorporate multi-disciplinary projects, which will require the Contractor to engage and manage the Services of various sub-consultants. However the use of all sub-consultants is subject to the approval of RailCorp.

RailCorp will select the successful tenderer on the basis of the selection criteria for each project as included in the invitation to tender. Contracts to carry out the specified Services will be awarded generally on the merits of each tender for that project and the provided project case (total cost to RailCorp) that demonstrates value for money.

### **D4 CONDITIONS OF CONTRACT**

The Conditions of Contract applicable to all contracts for Planning Consultancy Services shall be as per Part C – Conditions of Contract. RailCorp reserves the right to amend the Conditions of Contract from time to time.

### **D5 RESPONSIBILITY OF CONTRACTOR**

The Contractor shall ensure that the services are carried out, in accordance with the relevant tender documentation, Statutory requirements, Acts, regulations, ordinances and RailCorp's standards.

### **D6 LIABILITY**

For the duration of the service, the Contractor shall be responsible for its employees, agents, sub-consultants and third parties, in particular the travelling public and employees of RailCorp. The Contractor will be required to maintain suitable insurance policies for the duration of the service.

### **D7 SAFETY TRAINING**

Appropriate Safety Accreditation will be required for employees of the Contractor and sub-consultants who require access to the operating track, stabling yards, railway tunnels and stations.

Generally before any work commences under a resultant contract, employees of the Contractor and sub-consultants employed under the contract must hold a Rail Safety Induction Certificate, which is a prerequisite to work within RailCorp's boundaries as per the *Rail Safety Act 1993*.

This certificate of competency is obtained after passing a written and oral examination held at the end of one day's training. In order to attend the course, each applicant must submit a completed "Test for Vision, Colour Sense and Hearing" certificate, signed by an approved doctor. Blank certificate forms will be included in the respective tender.

The Contractor shall arrange for attendance at training courses by telephoning RailCorp Training (RCT) on telephone (02) 9752 8949 or as otherwise advised by the Engineer.

All costs and expenses associated with obtaining all necessary Rail Safety Induction Certificates shall be borne by the Contractor.