

## Infrastructure Procedure

# INFRASTRUCTURE DIVISION

## THIRD PARTY WORKS PROCEDURE

Prepared by: ***SIGNATURES ON MASTER COPY***  
Gary Smyth & Robert McDonald  
Third Party Works Engineers

Checked by: ***SIGNATURE ON MASTER COPY***  
Anthony Stove  
Structures Engineering Manager

Authorised by: ***SIGNATURE ON MASTER COPY***  
Paul McBurney  
Head of Structures

Authorised by: ***SIGNATURE ON MASTER COPY***  
Jim Moore  
Head of Rail Engineering



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## REVISION HISTORY

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## General Information

### 1.1 Introduction

1.1.1 Northern Ireland Railways Company Limited (NIR) operates, maintains and develops the main railway network in Northern Ireland. The network consists of approximately 300 route-km of railway including single and double-track, stations, halts, signalling and telecoms systems, and structures such as bridges, cuttings, embankments, sea defences, tunnels and viaducts.

The Translink group is ultimately owned and controlled by the Northern Ireland Transport Holding Company (NITHC), a Public Corporation created by primary legislation.

Translink is the brand name of the integrated public transport operation of Northern Ireland Railways, Metro and Ulsterbus. Translink is one of Northern Ireland's largest employers with approximately 4,200 employees and a turnover in excess of £220m.

Over 15 million passenger journeys are made on Northern Ireland Railways each year.

### 1.2 Policy

1.2.1 All work carried out adjacent to the railway property boundaries, under or over the railway, or that may have a direct or indirect impact on the railway must be carried out in a safe manner which safeguards the interests of NIR. In order to minimise risk and general impact on the railway, all third party works must comply with NIR Safety, Technical & Quality Management Systems and Standards as appropriate.

1.2.2 To allow the development of the region, NIR aims to facilitate such work by a Third Party in a timely manner while safeguarding the railway's interests.

### 1.3 Principles

1.3.1 A Third Party is defined; as an external party to NIR who seeks to do work that potentially impacts the railway in any form, works that are adjacent to the railway property boundaries, under, over the railway or have a direct or indirect impact to the infrastructure, operations and safety to the railway. A third party, as set out in this procedure,

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may refer to the third party itself, its agents, consultants, representatives or contractors (including sub-contractors).

1.3.2 This procedure does not cover Translink projects, i.e. works directly managed by Translink or by Consultants and Contractors engaged by Translink (first and second parties respectively).

1.3.3 This procedure outlines the main processes for meeting NIR's requirements. Permission to carry out the works from NIR is necessary in all cases.

#### 1.4 **Objective**

1.4.1 The objective of this Third Party Works Procedure is to provide guidance to third parties carrying out work on, under, over or adjacent to NIR property. It aims to provides preliminary outline guidance for third parties on:

- What to expect
- Who to contact
- How permission to carry out the works may be granted
- What activities will be charged for and payment schedule
- What supplementary information may be required, such as a third party works agreement, method statements, risk assessments, design approvals and movement monitoring.

1.4.2 This procedure aims to eliminate or reduce risks to the safety and performance of NIR. It also aims to minimise, so far as is reasonably practicable, the impact of developers' works on future operation and maintenance costs and liabilities.

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## 2.0 Background

### 2.1 Railway Operating Environment

2.1.1 NIR has a statutory duty to operate a safe railway. It currently operates a railway network of approximately 300 km of track, carrying passengers. The current timetable operates frequent services at high speeds with varying types of modern rolling stock, which operate at low noise levels. Trains can run at speeds up to 90 mph (145 km/h). The network and timetable are continuously under development in order to provide improvements and better services; therefore the railway operating environment is fluid by nature and subject to change. Service improvement and developments are part of a continuing programme towards more frequent and faster trains. It should be noted that Special Trains, Engineering Trains and Works may be on the line at any time day or night and during closures.

2.1.2 It is important for third parties to understand that the railway is a very different environment from those such as roads or construction sites. A train cannot swerve, nor can it stop in the same distance as a road vehicle. For example, a train travelling at 90 mph (145 km/h) requires 2 km to stop.

2.1.3 Thus, third parties engaging with NIR to plan or carry out work that affects the railway are required:

- To conform to the relevant NIR rules, Safety, Technical and Quality Management procedures and standards as well as the NIR legal requirements such as entering into wayleaves or licences agreements and/or third party works agreements.
- To conform to all current health, safety & welfare legislation and construction regulations.
- To demonstrate that their proposed works and systems of working will be planned, designed and constructed to minimise impact and risk to the railway.
- To consult with Translink and be familiar with the characteristics of the Northern Ireland Railways infrastructure including (not limited to) general rules, procedures, extents of network, limits,

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connected railway networks, line speeds, traffic control and communication systems.

- 2.1.4 It is necessary for the third party to engage competent expertise (in all aspects e.g. design, construction and supervision) with regard to the railway interface.
- 2.1.5 It is necessary for the third party to conform to the Construction Minimum Requirements Standard Ref: I/NAS/STD/1901.
- 2.1.6 The railway is private property. A third party (including personnel or agents acting on its behalf) may only access NIR property including track for such purpose as inspections, surveys, etc after the necessary arrangements have been made and after having obtained permission from NIR.
- 2.1.7 Further information on the above is available at; [www.translink.co.uk](http://www.translink.co.uk) & [www.translink.co.uk/thirdpartyworks](http://www.translink.co.uk/thirdpartyworks)

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### 3.0 Type of Work

#### 3.1 Work Covered

3.1.1 This procedure covers both temporary and permanent third party works that may impact the railway. The variety of these works is vast. The following list provides some example activities:

- Construction of, or alterations to existing, structures or property on or adjacent to railway property.
- Insertion of pipes, ducts or services under or over the railway.
- Placing of cables or other services under or over the railway.
- Excavations adjacent to the railway and its property boundaries.
- Any work over railway airspace.
- Cranes, MEWPS and any lifting equipment that has potential to foul the line that are positioned adjacent to the railway and its property boundaries which might impact the railway while in lifting, slewing, or potential collapse mode.
- Any adjacent piling works.
- Work on boundaries, e.g. fencing, hedges, etc.
- Temporary use of NIR lands for access or alteration to property, structures or boundary fences.
- Surveys or site investigations on or near the railway.
- Alterations to any drainage adjacent to the railway requires prior consultation with NIR. Alterations may increase the risk of scour and washout of railway infrastructure (including drainage). New developments may increase run-off where previously there was adequate soakage. NIR does not allow new drainage connections to existing railway culverts and watercourses unless specific permissions have been obtained from NIR.
- Increased traffic at level crossings temporarily arising from construction activities.



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- Temporary traffic arising from developments that results in increased traffic on NIR railway bridges and increased risks such as heavier loads on bridges, damage to parapets and high loads striking limited headroom bridges.
- Construction of buildings or structures (or temporary structures during construction) that are adjacent to the railway and have the potential to impact it, for example; signs that may blow over onto the railway.
- Resurfacing of roads under railway underbridges or alterations to overbridges.
- Access for maintenance, inspection and/or repair of structures or properties owned by third parties, for example; an overbridge (road over rail) or painting or re-roofing of adjacent properties. Including erection of scaffolding or working platforms on or adjacent to the railway.

3.1.2 Activities that may be some distance from the railway but that can have a serious potential impact on it. Examples include work that may change the water table of the railway formation. This could be caused by alterations to drainage, or dewatering, or disruption of groundwater flows.

## 3.2 Work Not Covered

3.2.1 This procedure does not cover a project where there is a joint venture by NIR with a third party in which NIR manage the railway interface of the project. An example could be a station/retail/office/apartment development on, over or adjacent to NIR land. This type of work is covered under other NIR contractual arrangements (i.e. Works managed as an NIR project).

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## 4.0 **Categorisation of Works**

### 4.1 **General Impact**

4.1.1 NIR assesses projects primarily by assessing any potential to impact the railway and its operations. The project itself may have a permanent impact on the railway. Examples include:

- Affecting the sighting distances of approaching trains for NIR lineside staff and signals.
- Impeding the future flexibility to realign the track for higher speed or to include additional tracks.
- Impeding the future flexibility to carry larger loads.

4.1.2 In addition, a project may temporarily impact the railway by requiring measures during the works such as:

- Protection for the safety of persons on the railway.
- In exceptional circumstances, special arrangements to control the movement of trains.

4.1.3 The consequences to the railway arising from any third party works can be significant in relation to safety, rail operations and resources needed to mitigate the risks and associated costs. The risks to the railway may be reduced by following the third party works procedures.

4.1.4 All third parties planning works that are on, adjacent to or may impact the railway must make contact and initiate the Third Party Works procedure with the Third Party Works Engineer who will manage the procedure on behalf of Translink/NIR.

4.1.5 Every project is unique but can be broadly divided into two types which will be determined by NIR based on impact to the railway:

- Minor Impact
- Major Impact

These two types of project are explained below with examples for illustration.

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## 4.2 Minor Impact Project

4.2.1 A minor impact project is one that affects fewer NIR stakeholders and has minor impact on the railway. Examples include but are not limited to the following:

- New/Replacement boundary fencing or wall along the existing boundary line. (Minor impact will typically be considered for proposals 4 meters or more from the nearest running rail and not affecting the track support zone or Translink Property and Estates otherwise this will be considered a Major Impact)
- Minor maintenance work to adjacent buildings or structures.
- MEWP or any small lifting equipment / plant that has potential to foul the line adjacent to railway
- Minor works at, near or potential for traffic to back up to level crossings.

**For Intended Works at or near a Level Crossing the third party shall contact the Third Party Works Engineer for forms and procedure.**

**No works shall be carried out without the permission to proceed from the Third Party Works Engineer.**

- Maintenance works such as resurfacing, utility works etc on bridges over or under the railway
- Works some distance from the railway, but with the potential to affect it. E.g. resultant change to ground water levels
- Surveys, site inspection and examinations works

## 4.3 Major Impact Project

4.3.1 A major impact project may affect several NIR stakeholders and could have significant impact and consequences for the railway. The safety implications of these projects require thorough assessment. Examples of a major impact project include but are not limited to the following:

- Construction of a new overbridge or underbridge.

- Works resulting in a permanent impact to the safe operation of a user worked crossing or level crossing. (E.g. works resulting in intensification of use of a crossing or increase of blocking back risk)
- Any pipe, duct, cable or associated works (E.g. chambers, manholes, valves or controls) proposed to be installed under, over or potentially affecting the track support zone of the railway. Where applicable, the Under Track Crossing (UTX) procedure appendix to this document shall be applied to any of the above installed under or potentially affecting the track support zone of the railway.
- Construction or modification of a structure, adjacent to the track and its boundaries that could impact the safe operation of the railway track.
- Cranes and crane lifts (including but not limited to tower cranes, mobile cranes and self-erecting cranes) adjacent or close to the railway
- New/Replacement boundary fencing or wall along the existing boundary line. (Major impact will typically be considered for proposals less than 4 meters from the nearest running rail and/or affecting the track support zone and/or affecting Translink Property and Estates)
- Excavation, fill or additional loading to railway slopes or embankments including any works potentially affecting the track support zone.
- Any Permanent or Temporary Works requiring engineer assurance in accordance with standard I/STR/STD/003 - Engineering Assurance of Building and Civil Engineering Works.

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## 5.0 Other Elements to Consider

### 5.1 Contacting NIR

#### 5.1.1 Contacting NIR Third Party Works Engineer

Email: [thirdpartyworks@translink.co.uk](mailto:thirdpartyworks@translink.co.uk)

Mail: FAO Third Party Works Engineering Team,  
Structures Department,  
Infrastructure Division,  
Translink,  
Milewater Service Centre  
25 Duncrue Street  
Belfast, BT3 9AR.

Telephone: 028 9035 4075

Webpage: [www.translink.co.uk/thirdpartyworks](http://www.translink.co.uk/thirdpartyworks)

5.1.2 The third party must contact the NIR Third Party Works Engineering Team at the earliest known opportunity. This will initiate the process required to obtain NIR acceptance of the various project phases. Details and timeframes of these processes are outlined later in this procedure.

5.1.3 NIR will allocate an internal Third Party Works Engineer (TPWE) who will coordinate each third party project, will be the main point of contact and will facilitate discussions with internal Translink stakeholders.

The third party is required to consult and agree the insurance, wayleaves, legal and commercial aspects of their works with Translink. Translink's Property and Estates Department will be responsible for advising on any land issues arising and will instruct Translink's Legal and Governance Department to prepare any legal agreements which are required. In many instances, these are complex documents and it is advisable for the third party to consult its own legal advisor at an early stage.

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## 5.2 Feasibility & Option Selection (GRIP Stages 1-3)

- 5.2.1 For an overview of the Governance for Railway Investment Projects (GRIP) Stages and how they correspond to this procedure refer to 6.1.4.
- 5.2.2 The principle to be applied during the planning and design of any third party project is to design out or eliminate the risks and disruption to NIR where possible. Failing this, third parties and developers of projects that affect the railway will be asked to demonstrate that their proposal has been designed to minimise impact and risk to the railway.
- 5.2.3 As determined by the Third Party Works Engineer it may be necessary for the third party to conform to I/STR/STD/003 - Engineering Assurance of Building and Civil Engineering Works.
- 5.2.4 When projects are being developed, the third party, its agents, planners and designers should be aware that possessions (special arrangements to control movement of trains) can be granted only when these do not affect other activities NIR are planning on the lines. Costs are charged to the third party for all possessions (disruptive or non-disruptive). Cost for overrunning possessions and delaying trains will charged to the third party, these additional overrunning charges can be substantial. Third party shall consider this when planning and programming works.
- 5.2.5 Maintaining continuity of rail services is critical to NIR. Disruptive possessions (i.e. those which affect NIR train services) for third party works alone will only be considered by NIR in exceptional circumstances.
- 5.2.6 Surveys or site investigation work required for design of the works must be arranged well in advance. Agreements, insurance and method statements will be required for survey and investigation works potentially affecting the railway. Refer to section 5.2.3 and 5.2.4 regarding possessions, where applicable.
- 5.2.7 Third party personnel who undertake work on or near the railway line (as defined by the NIR Rulebook) are required to attend a Personal Track Safety (PTS) course and be in possession of the appropriate PTS competency. The third party is advised to arrange their own training using the providers approved by NIR with sufficient time to factor this

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into its project timescale. For further information, see Construction Minimum Requirements Standard Ref: I/NAS/STD/1901.

### 5.3 Safety Management

- 5.3.1 Safety is paramount for NIR. This applies to the safe operation of trains, passenger areas and safe systems of work for personnel on or near the railway.
- 5.3.2 The Construction Minimum Requirements Standard Ref: I/NAS/STD/1901 gives detailed information on the safety arrangements required by NIR as relevant to third party projects.
- 5.3.3 NIR will review the proposals in regard to the current Translink Change Management Policy, Framework and Guidance to determine if the proposals result in a routine or non-routine change to NIR. If the proposals are deemed to be non-routine further information will be provided on the requirements in relation to this to manage the likely effects on safety.

### 5.4 Examination, Maintenance & Repair

- 5.4.1 Completed work, particularly a structure, will require examination, maintenance and repair. This is the responsibility of the third party. Works should be designed to minimise the requirements for examination and maintenance access from the trackside.
- 5.4.2 Maintenance considerations, including access requirements to facilitate regular examination, need to be addressed during the design phase and also catered for in the agreement(s) for the project.
- 5.4.3 A third party requiring access for maintenance purposes or examinations or repair will be subject to NIR Third Party Works procedures and charges associated with facilitating access.

### 5.5 Documents

- 5.5.1 At each stage of the process, NIR will issue documents that will assist the third party to plan and design the relevant works insofar as they impact the railway. These consist of

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relevant NIR standards, engineering requirements and other information appropriate to the work being carried out.

5.5.2 The third party is required to provide information to NIR at the pre-defined various stages of the acceptance process. This procedure outlines the general requirements. Specific requirements for each project are given in advance of each stage. Documentation must be submitted in electronic format. The Third Party Works Engineer may request hard copies of drawings or large reports from the third party.

5.5.3 Third parties are requested to make full and adequate submissions. Inadequate submissions are returned with a request for more information. This will delay the process.

## 5.6 Insurance

5.6.1 Insurance cover as required by Translink must be put in place by the third party and verified by Translink in advance of the work proceeding.

5.6.2 The types of insurance required depend on the circumstances and nature of the proposed works. The third party will be required to complete an Insurance Risk Assessment form to be submitted to the Third Party Works Engineer for review. Once the Risk Assessment has been completed the third party will be notified of the insurance requirements at an early stage of the process. Setting out of the insurance requirements is subject to NIR having received sufficient information from the third party in order to determine the risk NIR may be exposed to as a result of the project. The Insurance Risk Assessment form is available from Translink upon request.

## 5.7 Cost and Timescale

5.7.1 The third party pays the charges in full relating to Translink or its suppliers' costs incurred as a result of the third party project. Details of the principal chargeable activities are given in Appendix C.

5.7.2 A fixed price charge will be determined by the Third Party Works Engineer following provision of all necessary information from the third party prior to the start. For major projects a fixed price will be provided for each phase. This



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charge covers NIR costs in relation to the Third Party Works for that phase as planned and agreed only.

- 5.7.3 Payment of fixed price charges should be made at the completion of each phase or at intervals set by the Third Party Works Engineer. An application fee / charges may be charged up front where possible.
- 5.7.4 For a small project with minor impact on the operating railway, NIR chargeable activities are likely to be minor and proportional to the type of work and scale of project.
- 5.7.5 For a project of major impact on the operating railway, the time for the overall process is likely to be extensive. There are significant NIR chargeable activities involved in this type of project.
- 5.7.6 For any third party project that could impact the railway, the third party should consult with the NIR Third Party Works Engineer at the earliest possible stage. This could prevent or reduce the necessity to change plans and in turn reduce the time and costs involved.

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## 6.0 Overview of Process for Minor & Major Impact Projects

### 6.1 General

6.1.1 This section gives an overview of the process that is to take place for minor and major impact projects. Note that some of the activities described below are designed to be sequential but may occur in parallel depending on specific project circumstances however any deviation will be at the discretion of NIR.

6.1.2 Where a Level Crossing may be potentially affected at any time as a result of the Third Party Works, no works shall be carried out without the permission to proceed from the Third Party Works Engineer.

For Intended Works at or near a Level Crossing the third party shall contact the Third Party Works Engineer for forms and procedure.

6.1.3 A minor impact project is likely to be simpler with fewer requirements and/or phases potentially affecting the railway (e.g. may not require Outline and Detailed Design Review depending on type of works required). Refer to Appendix D for Minor Project Flow Chart.

6.1.4 A major impact project may consist of the following phases (GRIP Stages added for reference):

- Initial Contact & Assessment (GRIP Stage 1-3):
- Outline Design Review (GRIP Stage 4).
- Detailed Design Review (GRIP Stage 5)
- Pre-Construction Arrangements & Agreements. (GRIP Stage 6)
- Construction. (GRIP Stage 6)
- Post-Construction. (GRIP Stage 7-8)

Refer to Appendix D for Major Project Flow Chart.

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## 6.2 Initial Assessment

- 6.2.1 The third party's initial contact for all proposed works or projects will be with the Third Party Works Engineering Team. Third parties are encouraged to make contact at an early stage of project development to minimise risk of delays and costs.
- 6.2.2 The third party begins the formal process by sending in a Third Party Works (TPW) Request Form (see Appendix B) to the Third Party Works Engineering Team at contact details above in Appendix A.
- 6.2.3 On the basis of the initial application, a Third Party Engineer will be assigned and respond to the submitted application form. A response will typically be issued within 2 weeks.
- 6.2.4 This response by the Third Party Works Engineer will provide information for the third party. The information will vary depending on the project, but is likely to contain details of:
- The single point of contact within NIR will be established which will be the Third Party Works Engineer.
  - The initial assessment of the potential impacts to the railway environment and the general arrangements, relevant standards, documents and procedures that apply.
  - NIR's fees and payment requirements including the estimated costs to be charged. A purchase order number with approval up to the value of this estimate shall be provided to NIR for charges in relation to this project, NIR will not proceed with any activities or works until this has been provided. (Note depending on the complexity of the project NIR may only be able to estimate its anticipated costs for the initial phase of the project due to the uncertainties of the full scale of the project)
- 6.2.5 The Third Party Works Engineer may request further information from the third party in order to assess the impact on the railway at this stage. The specific information requested depends on the project. An example of what the third party may be asked for:

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- Further details to demonstrate the proposals have been designed to minimise the risk and impact to the Railway Environment.
- An indicative project timescale, that should also take account of the time required by NIR to review the submitted documentation.
- Location drawings.
- Conceptual plans and elevations for the project.
- An outline of the proposed construction method and materials.
- Outline future maintenance considerations.

6.2.6 NIR will require a minimum of 4 weeks to review each submission of the above.

6.2.7 The Third Party Works Engineer distributes the information for comment to the relevant NIR Technical Managers and other NIR/NITHC stakeholders. The stakeholders review the submission and assess the implications in their respective areas. Depending on the complexity of the project, NIR may decide to arrange a meeting between the third party and the stakeholders.

6.2.8 The Third Party Works Engineer decides whether to grant initial acceptance and replies to the third party.

6.2.9 If the project receives acceptance of the Initial Assessment phase, the third party may proceed to the next phase.

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### 6.3 Outline Design Review (Grip Stage 4)

- 6.3.1 The third party shall provide lands information and consult with Translink's Property and Estates department to review proposals in relation to any proposed land agreements. The Third Party Works Engineer will facilitate initial contact.
- 6.3.2 The third party shall identify and plan any site visits, surveys and investigations required to be completed. The Third Party Works Engineer will also advise of any NIR surveys and investigations requirements that the third party is required to complete which may include S&T survey and trial pit inspection and condition surveys.
- 6.3.3 For third party access or carry out works 'on or near the line' for the above site visits, surveys and investigations the third party shall consult with the Third Party Works Engineer to review and make arrangements as per the process set out below for 6.6 Pre-Construction, 6.7 Construction Stage and 6.8 Post-Construction.
- 6.3.4 The third party submits the Outline Design for the project to NIR. This shall be in accordance with I/STR/STD/003 - Engineering Assurance of Building and Civil Engineering Works process.
- 6.3.5 NIR will require a minimum of 6 weeks to review each complete submission as required under I/STR/STD/003.
- 6.3.6 Sufficient information on the project including outline methodology must be submitted to allow NIR to review. The third party will be expected to have fully considered eliminating or minimising risk and impact to NIR within the preliminary design information submitted.
- 6.3.7 One digital copy of the Outline Design information must be provided in accordance with I/STR/STD/003. As a minimum this shall include the following; (Note the Third Party Works Engineer may request hard copies of drawings or large reports from the third party):
- Location maps, preliminary elevations and plans of the project showing all relevant horizontal and vertical clearances to the track (e.g. Clearances to structures and access routes).

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- Surveys of existing installations and station/trackside services, if applicable, including any necessary diversions.
- Preliminary site investigation results.
- Identify and plan any further surveys and investigations to be completed at detailed design stage.
- Identification of the need for temporary enabling works necessary for the safety of the railway infrastructure or train operations.
- A risk assessment concerned with the impact of the works on railway operations, personnel and infrastructure, and the impact of the train operations on the works and personnel. Details must also be given of how these risks will be evaluated, mitigated and managed.
- Measures to prevent unauthorised access (including vehicular containment) to railway property.
- The overall project timescale, including allowance for the NIR design review and completion of legal agreement activities which are discussed later in this document.
- An outline programme for the construction phase.

6.3.8 If the Outline Design proposal is acceptable to NIR, the third party is given written notification of the Acceptance of Outline Design by NIR together with any relevant conditions. If the proposal is not acceptable, the third party may be requested to submit a revised proposal.

**The applicant is advised not to commence Detailed Design prior to the Acceptance of the Outline Design by NIR.**

## 6.4 Detailed Design Review (GRIP Stage 5)

6.4.1 The third party submits the completed detailed design for the works potentially affecting the railway environment, this information must be provided in accordance with I/STR/STD/003. Once the detailed design information is submitted NIR will update their estimated costs and payment requirements for the project.

6.4.2 For any further site visits, surveys and investigations refer to 6.3.2 and 6.3.3. above.

6.4.3 NIR will require a minimum of 6 weeks to review each complete submission as required under I/STR/STD/003.

6.4.4 One digital copy of the Detailed Design information must be provided in accordance with I/STR/STD/003. The information must consist of drawings and calculations describing in detail the permanent works and outlining the temporary works necessary for the construction works. (Note: The Third Party Works Engineer may request hard copies of drawings or large reports from the third party) The detailed design submission must include:

- Location maps, elevations and plans of the project.
- Detailed horizontal and vertical clearances to the track.
- All necessary site survey and investigation results, drawings and reports including Geotechnical investigation reports.
- Intended construction methodology.
- Design specifications for significant components.
- Declaration of the intended life cycle of the works and identification of requirements to achieve this.
- Details of the safety management arrangements specific to the railway-related works being undertaken (e.g. compliance with the Construction Minimum Requirements Standard Ref: I/NAS/STD/1901 document)
- Updated overall project timescale, including allowance for the NIR design review and completion

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of legal agreement activities which are discussed later in this document.

- Updated programme for the construction phase.

6.4.5 Detailed design acceptance shall only be given via the Third Party Works Engineer once the detailed design review submission is deemed acceptable.

**Note that acceptance of Detailed Design does not signify that the works may commence on site.**



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## 6.5 Agreements

### 6.5.1 **It is the responsibility of the third party to progress the necessary legal agreements with Translink. The legal documentation arising may include a third party works agreement, wayleave, licence, or other form of legal agreement, as required.**

Translink will prepare the necessary legal agreements once the required project information has been provided by the third party. The Third Party Works Engineer will advise the information required for each project and facilitate consultation with Translink’s Property and Estates Department who will engage the Legal and Governance Department when all relevant information is to hand.

The third party will be responsible for discharging Translink’s reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of any legal agreements applicable.

Preparation of legal agreements shall not commence until such times as the third party’s representative provides confirmation that they will undertake to pay Translink’s legal costs.

### 6.5.2 The requirements for insurance (Refer to section 5.6) must be put in place and all insurance must be to the satisfaction of the NITHC Group prior to any works commencing.

## 6.6 Pre-Construction Arrangements

6.6.1 The third party must submit to NIR evidence of the competence of its selected contractor to carry out the works insofar as they impact the railway (this includes the competence of any sub-contractors who may carry out significant parts of the works). This evidence must set out the relevant experience and technical ability of personnel. It must also include evidence of the contractor’s safety management system. The Third Party will be required to submit a Third Party Self Declaration Form, this is available upon request from the Third Party Works Engineer.

6.6.2 Once sufficient evidence of the competence of the third party contractors has been provided to NIR satisfaction, the third party shall consult to finalise Railway safety

arrangements and finalise method statements, Construction Phase Plan, risk assessments and any associated temporary works designs to NIR in accordance with I/STR/STD/003. Note: the required method statements only apply to the section of the works which impacts railway operations, infrastructure and property.

- 6.6.3 The third party and its contractors may be required to attend meetings with the relevant NIR staff to discuss the NIR railway safety requirements. The content, type, timing and scope of these railway safety requirements are entirely at the discretion of NIR.
- 6.6.4 Railway safety arrangements can take a minimum of 6 weeks. Arrangements may include the provision of protection staff, arrangements for possessions, or other measures as necessary. Refer to Construction Minimum Requirements Standard Ref: I/NAS/STD/1901 document.
- 6.6.5 While every attempt is made to accommodate third party construction schedules, the constraints of railway maintenance work and other NIR projects mean that programming provision of such railway safety arrangements cannot be guaranteed.
- 6.6.6 If a track monitoring system is required, NIR will specify the monitoring standards and procedures.
- 6.6.7 The third party must plan and complete all necessary surveys and investigations in advance of commencement of the works (E.G. NIR cable surveys via hand dug inspection pits). This shall include completion of the TPW Permission to Proceed Form process where the railway is potentially affected.
- 6.6.8 The third party shall complete a TPW Permission to Proceed Form for the first and each subsequent phase of work and submit this to the TPWE who shall provide a fixed price cost for that phase of work.
- 6.6.9 No works shall commence until the Third Party Works Engineer has signed and returned the Permission to Proceed section of the (TPW) Permission to Proceed Form for each phase of work and organises Safety Critical Staff / WON notice.

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6.6.10 Table 1 Third Party Works Pre-Start Checklist below provides a checklist that shall be completed and returned prior to works commencing.

**Table 1: Third Party Works Pre-Start Checklist**

<b>Ref</b>	<b>Description</b>	<b>Checklist</b>
1	Billing details and Purchase Order provided on signed TPW Request Form	Y/N
2	Change Management Requirements (Non-routine only)	Y/N/NA
3	Assessment and Consultation with potentially affected NIR Operations (*as required)	Y/N/NA
4	Insurance cover as required for the works PL cover required by Translink for these works: £tbc m	Y/N
5	Legal Agreements completed and signed	Y/N
6	Wayleave Agreements completed and signed (*as required)	Y/N/NA
7	Engineering Assurance Forms in accordance with I/STR/STD/003 requirements (*as required)	Y/N/NA
8	Risk Assessments and Method Statements / Construction Phase Plan accepted as appropriate for the phase of work	Y/N
9	Evidence provided of Competencies for the proposed works	Y/N
10	Safety Critical Competency or Track Visitor Permit obtained for the works for the relevant staff, as per NIR Rule Book requirements. (*as required)	Y/N/NA
11	TPW Permission to Proceed Form completed and signed by the Third Party (authorised person) and the Third Party Works Engineer	Y/N
12	Safety Critical Staff arranged (*as required)	Y/N/NA
13	NIR approved rail mounted plant arranged (*as required)	Y/N/NA
14	Track Possession arrangements confirmed in the Weekly Operating Notice by the Third Party Works Engineer (*as required)	Y/N/NA
15	Are Signalling and Telecoms potentially affected? Obtain and Review records, arrange site walkover, marking up services and hand dug trial pits on site, as necessary with S&T in advance of works.	Y/N/NA
16	Asset Protection Measures & Monitoring requirements arranged as per Pre-Construction agreements. (E.g. Track survey and monitoring, Temporary Speed Restrictions)	Y/N/NA
17	Record Photos of NIR railway environment and boundary details potentially affected by the TPW to be taken prior to commencement and following completion. Pre-Works Photos Date:	Y/N/NA
18	Other / Site Specific (please state)	Y/N/NA

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## 6.7 Construction

- 6.7.1 Construction must take place in accordance with the legal agreement(s), the approved designs, Construction Phase Plan, risk assessments and method statements, the railway safety requirements, current health safety & welfare legislation and building regulations.
- 6.7.2 Construction monitoring (where required) to be implemented as agreed throughout the works with records provided to Third Party Works Engineer as specified.
- 6.7.3 In multi-phase projects the initial works will be reviewed and agreed as above. For subsequent phases specific risk assessments and method statements must be issued for acceptance to NIR staff on a rolling basis a minimum of 6 weeks in advance of the works.
- 6.7.4 The third party shall confirm start and completion of each phase of work
- 6.7.5 The Third Party Works Engineer shall issue a billing instruction for a Fixed Price upon the earlier of completion of each Phase or at regular intervals as per the TPW Form for that phase.
- 6.7.6 Third Party to notify the Third Party Works Engineer of any proposed change to method or programme. No Works shall proceed until the change is agreed by the Third Party Works Engineer.
- 6.7.7 For changes to method statements or designs the third party must inform the nominated NIR Third Party Works Engineer contact person in advance. For major changes the third party must re-submit the affected documents and drawings to NIR for evaluation and formal acceptance.
- 6.7.8 NIR will carry out safety and technical audits on the construction process in order to establish that the work is being carried out in accordance with the approved documents. The third party is required to facilitate the auditing process and to abide by the audit report recommendations.
- 6.7.9 Should circumstances arise during the construction works which create a risk to the railway in the opinion of the Third

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Party Works Engineer, NIR will serve notice to the third party and take such steps as are necessary to safeguard the railway operation and its infrastructure including but not limited to halting the works until necessary agreed methods to safe guard works have been implemented

6.7.10 The third party submits information required in accordance with I/STR/STD/003 were necessary including taking into use requirements and forms.

## 6.8 **Post-Construction**

6.8.1 Upon certification of completion the maintenance arrangements, as set out in the legal agreement(s) will be implemented.

6.8.2 Following completion of the works onsite all test results and As-built information shall be provided to NIR, where deemed necessary by NIR. The third party submits information required in accordance with I/STR/STD/003 were necessary including taking into use requirements and forms.

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## **APPENDIX A – Who to contact in NIR**

### **A.1 Summary**

A1.1 For all enquiries regarding Third Party Works the initial contact should be with the Third Party Works Engineering Team or the Third Party Works Engineer for your project if one has already been assigned. The Third Party Works Engineering team can be contacted by;

### **A.2 Contact Details**

A2.1 **Email:** [thirdpartyworks@translink.co.uk](mailto:thirdpartyworks@translink.co.uk)

A2.2 **Mail:** FAO Third Party Works Engineering Team,  
Structures Department,  
Infrastructure Division,  
Translink,  
Milewater Service Centre  
25 Duncrue Street  
Belfast, BT3 9AR.

A2.3 **Telephone:** 028 9035 4075

A2.4 **Website:** [www.translink.co.uk/thirdpartyworks](http://www.translink.co.uk/thirdpartyworks)

Please visit our webpage to access the latest Third Party Works (TPW) information and relevant content referred to in the TPW Procedure.

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**APPENDIX B – Third Party Works Application Forms**





Third Party Works  
Request

Form Ref: TPW ver 6.1

*This form is for the Third Party initial request to provide contact, billing details with purchase order number and a description of the proposed works. A separate Third Party Works Permission to Proceed form will be required for each subsequent phase of works.*

Form to be sent to:

[thirdpartyworks@translink.co.uk](mailto:thirdpartyworks@translink.co.uk)

T - Code  
TXXXX

NIR Project  
Project name

**SECTION A: To be completed by the party requesting the works**

**Client, Name, Address of contact and billing address:**

**Nature of Work, Location of Work and proposed timescale: (Attach Separate Map/Sketch)**

**Name and address of Company to be invoiced:**

**Purchase Order No:**

**NB: No works will be planned by NIR until an Order No is submitted,** (Budget of £xx,xxx + VAT\* for NIR and Safety Critical Staff costs for these works)

**Signed:**

**Dated:**

*\*NIR TPWE to complete budget estimate at outset of each project and review as works progress. Fixed price costs will be provided in advance and billed following completion for each NIR Phase of work.*



Third Party Works  
Permission to Proceed

Form Ref: TPW ver 6.1

Form to be sent to:	<a href="mailto:thirdpartyworks@translink.co.uk">thirdpartyworks@translink.co.uk</a> ;		
T - Code TXXXX	NIR Project Project name	NIR Phase 1*	
<b>SECTION A: To be completed by the party requesting the works</b>			
Client, Name, Address of contact and billing address:			
Nature of Work, Location of Work and proposed timescale: (Attach Separate Map/Sketch)			
Name and address of Company to be invoiced:			
Purchase Order No:  Costs: No works will be planned by NIR until an Order No is submitted and Permission to proceed by NIR for <b>Lump Sum of £x,xxx +VAT*</b>		Signed:  Dated:	
<b>SECTION B: To be completed by Third Party Works Engineer</b>			
Point:	Yes	No	Signed:
Access to track required			
Possession required			Dated:
PTS Required			
Cost Recoverable			
<b>SECTION C: To be completed by Third Party Works Engineer</b>			
Permit to Work Considerations:	Yes	No	
Change Management Check: No if Routine, Yes if Non-Routine (Not significant or Significant)			
Risk Assessments & Method Statement (or CPP) of Works Suitable and Sufficient			
Evidence of correct insurance cover in place			
Is WON inclusion required			
Is Permission to Proceed granted			
<b>SECTION D: To be completed by NIR following completion of works</b>			
Works Complete, Finance to Bill. Works Complete Date:			

\* Fixed price cost provided by NIR in advance of each Phase and billed following completion.

## APPENDIX C – Costs

### C.1 Chargeable Activities

- C.1.1 All costs incurred by Northern Ireland Railways (NIR) arising from the works are charged to the third party.
- C.1.2 All costs incurred by Northern Ireland Railways (NIR) arising from the works are payable in full to NIR by the third party at the end of each phase. A fixed price will be provided prior to the commencement of each phase of the works.
- C.1.3 Charges by NIR depend on several factors, including:
- The complexity of the works and the number of interfaces.
  - The quality of submitted information at the various stages of the process.
- C.1.4 The following is a non-exhaustive list of activities, arising from the works, for which the third party is charged by NIR. The full range of charges depends on the type of project and the resultant activities that need to be carried out by Translink.

Phase	Sample chargeable Translink activities
Initial Assessment	Pre-project assessment of the project by NIR.
Design Review	NIR review of the outline and detailed design of the project. Liaison with NIR stakeholders and other bodies. Cost of providing access for site surveys at all stages (including protection arrangements).
Review, Investigation, Design, Validation	As may be deemed necessary by NIR: any design work carried out by NIR in connection with the works. Engagement by NIR of external expertise to review, investigate, design or validate in connection with the works.

Phase	Sample chargeable Translink activities
Agreements and Insurance	<p>Legal work to prepare wayleaves, agreements etc.</p> <p>Work in respect of specification and validation of insurance.</p>
Pre-Construction Arrangements	<p>Assessment of method statements and risk assessments.</p> <p>Planning/set-up of railway safety management arrangements.</p>
Construction	<p>Provision of NIR personnel or its contractors for protection duties.</p> <p>Arrangements for possessions.</p> <p>Provision of alternative services for passengers.</p> <p>Supervision of excavation works in the vicinity of S&amp;T cables.</p> <p>Slowing of trains (through setting up or cancelling temporary speed restrictions).</p> <p>Works by NIR to facilitate the third party development (e.g. alterations to signals, widening of level crossings, permanent way works, etc).</p> <p>Safety and/or engineering supervision and coordination of the project by NIR.</p> <p>Engagement of external expertise to provide site presence and/or condition recording and monitoring.</p> <p>Displacement monitoring of railway infrastructure.</p> <p>The taking of all precautionary measures for the prevention of injury, loss or damage to persons or property.</p> <p>Any additional cost or expense incurred by Translink arising from the third party works.</p>
Post-Construction	<p>Post-project handover and certification.</p> <p>Any post-project rectification works.</p>

**Table C1: Charges**

## **C.2 Other Charges**

- C.2.1 In the event of possession overrun by the third party with delay to train services, there is a significant charge based on the time involved.
- C.2.2 PTS training (necessary for third party personnel on or near the railway) if provided by NIR will be charged per person-day, as appropriate. It should be noted that NIR do not normally train contactors and that they should engage the approved list of trainers for this service.

## **C.3 Management of Charges**

- C.3.1 Information on the estimated costs and fixed price charges is made available to the third party at an early stage of each phase.
- C.3.2 The Third Party Works Engineer will manage all NIR costs incurred during projects.

## **C.4 Commercial and Legal Charges**

- C4.1 A charge is made for wayleaves and easements. There may also be charges for licences or Third Party Works agreements, depending on the type of project. These are determined by Translink. The third party is advised on these at the time of negotiating the agreement(s).
- C4.2 The third party will be responsible for discharging Translink's reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of any legal agreements arising.

## **APPENDIX D – Third Party Works Flow Charts**

# Third Party Works (TPW) Procedure Flow Charts Major Impact Project

Website: [www.translink.co.uk/thirdpartyworks](http://www.translink.co.uk/thirdpartyworks)  
 Email: [thirdpartyworks@translink.co.uk](mailto:thirdpartyworks@translink.co.uk)  
 Call: 028 9035 4075



Third Party Works Engineer (TPWE) will determine if Minor or Major Impact Project at 1) Initial Assessment

NIR Stage

Process

Output

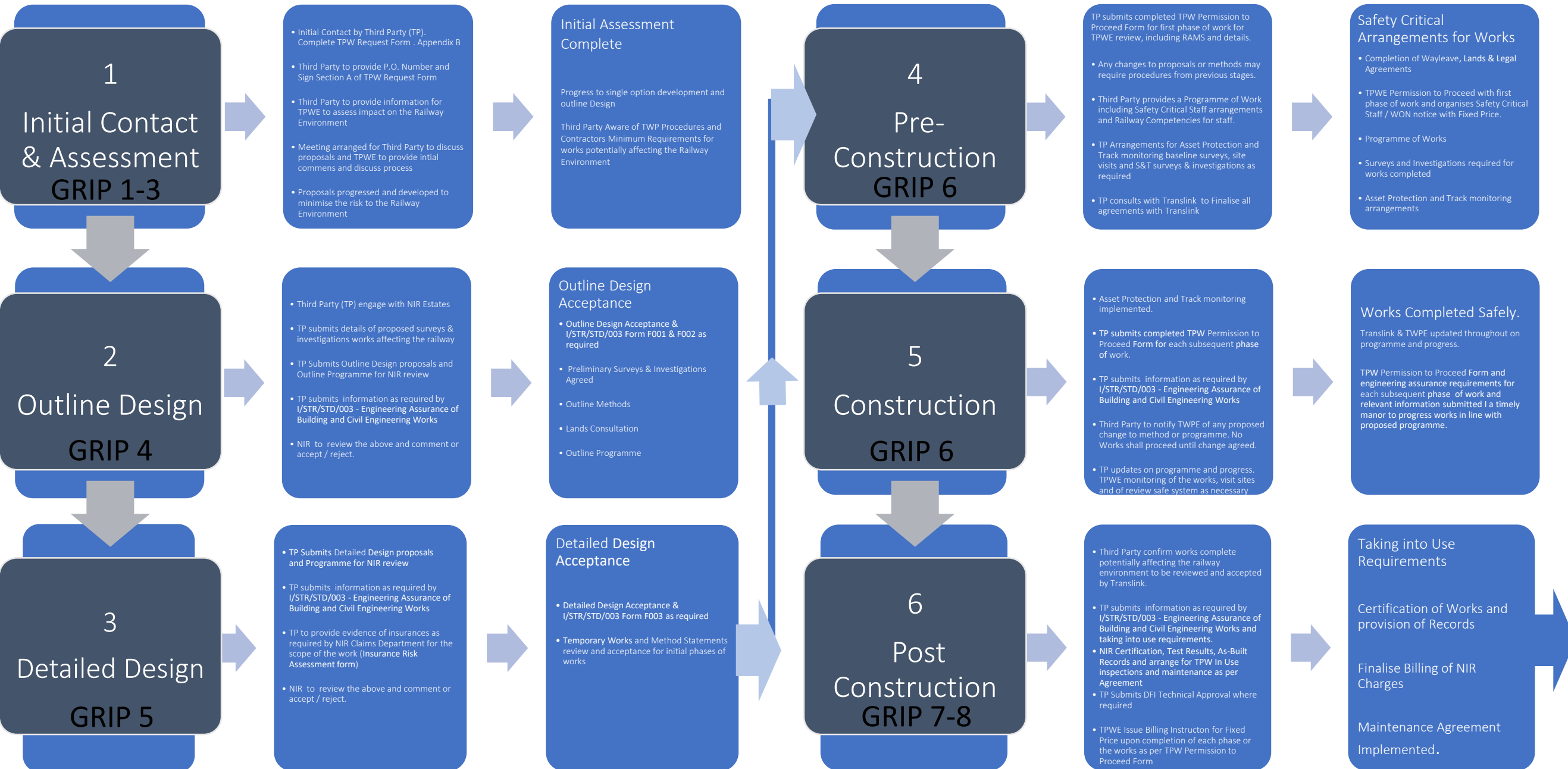
NIR Stage

Process

Output

## Planning & Design Stages (Grip Stages 1-5)

## Construction & Handover Stages (Grip Stage 6 – 8)



# Third Party Works (TPW) Procedure Flow Charts Minor Impact Project

Website: [www.translink.co.uk/thirdpartyworks](http://www.translink.co.uk/thirdpartyworks)

Email: [thirdpartyworks@translink.co.uk](mailto:thirdpartyworks@translink.co.uk)

Call: 028 9035 4075



NIR Stage

Process

Output

