



**APPLICATION BY ORSTED HORNSEA PROJECT FOUR LIMITED FOR AN
ORDER GRANTING DEVELOPMENT CONSENT FOR THE HORNSEA PROJECT
FOUR OFFSHORE WIND FARM**

PLANNING INSPECTORATE REFERENCE NO: 20029889

**WRITTEN REPRESENTATION
submitted on behalf of
Network Rail Infrastructure
Limited**

1 Introduction

- 1.1 This written representation (**Written Representation**) is submitted on behalf of Network Rail Infrastructure Limited (**Network Rail**) in response to the application by Orsted Hornsea Project Four Limited (**Applicant**) for the Hornsea Four Offshore Wind Farm Order (**Proposed DCO**). Network Rail submitted its section 56 representation (Examination Library Reference No RR-001) on 15 December 2021.
- 1.2 The Proposed DCO seeks development consent for the construction and operation the Hornsea Project Four offshore wind farm (**Proposed Development**) located in the North Sea 69 kilometres due east of Flamborough Head at its closest point (**Site**) as specifically detailed in Schedule 1 of the Proposed DCO.
- 1.3 Network Rail owns, operates and maintains the railway infrastructure of Great Britain. It does so pursuant to a network licence granted under section 8 of the Railways Act 1993 (**Network Licence**). A key element of Network Rail's statutory undertaking and a condition under the Network Licence, is to ensure the safety of the railway and those using and/or operating it.
- 1.4 As part of the Proposed Development the Applicant seeks to route an electricity cable (**Cable**) underneath land owned by Network Rail, identified in the Book of Reference as **Plot 176**. Compulsory powers to acquire new rights and impose restrictions on the use of the land are sought. Plot 176 forms part of operational railway land which is part of the operational Yorkshire Coast Line (**Railway Line**).
- 1.5 The Environmental Statement identifies construction traffic routes (**HGV Route**) which would permit the passing of HGVs and other vehicles over seven level crossings, being:
- (a) Wansford Road public level crossing marked as HBS 19+1188 on the plan attached to this Written Representation as Appendix 1 (**Wansford Road Level Crossing**);
 - (b) Driffield public level crossing;
 - (c) Hutton public level crossing;
 - (d) Cranswick public level crossing;
 - (e) Watton public level crossing;
 - (f) Kilnwick public level crossing; and
 - (g) Beswick public level crossing,
- (together the **Crossings**).
- 1.6 Network Rail does not object in principle to the Proposed Development. However, Network Rail does object to the Proposed DCO and the Proposed Development on the basis of concerns about the following impacts:
- (a) the additional traffic travelling over the Crossings to and from the Proposed Development during its construction, will have an adverse impact on the lifespan of the Crossings; and
 - (b) the seeking of compulsory powers to enable works to be carried out under the operational Railway Line at Plot 176 requires the inclusion of appropriate protective

provisions in the Order to protect and safeguard the integrity of Network Rail's statutory undertaking.

2 Current status of negotiations

- 2.1 Network Rail has determined that upgrading the Crossings would be disproportionate to the risk presented by the proposed increase in traffic, given the cost and engineering timescales that would be involved. Network Rail instead proposes to work with the Applicant to provide a safety brief on the safe use of level crossings to the drivers of the vehicles using the Crossings to be acknowledged and signed by them.
- 2.2 However, given the proposed increase in traffic movements (as detailed further in paragraph 3.3 below) Network Rail considers that the Proposed Development will cause impacts on the condition of the road and deck surfaces of the Crossings which pose a risk to the safety of the railway and its users.
- 2.3 The parties have agreed that Network Rail's standard protective provisions should be included on the face of the Proposed DCO. The form of these are set out at Appendix 2 to this Written Representation (**NR Protective Provisions**).
- 2.4 An approach to alleviate Network Rail's concerns has been agreed between the parties with regards to all of the Crossings save for Wansford Road Level Crossing. This approach will be recorded in a private agreement between the parties, a draft of which is in circulation and it is hoped that a final form agreement can be agreed during the next few weeks. The parties are also close to agreeing property agreements that will grant to the Applicant rights to lay the Cable under Plot 176.
- 2.5 Given the agreed approach referred to in paragraph 2.4, and in the interests of minimising costs, particularly given the nature of Network Rail as a publically funded organisation, and not unnecessarily adding to the Examiner's time, Network Rail does not intend to provide any further details in relation to impacts on the Crossings (save in relation to Wansford Road Level Crossing) or the acquisition of rights over Plot 176 as part of this Written Representation. Network Rail would however like to reserve the right to make further representations at an issue specific hearing and to make further written submissions (if required) at a later stage of the Examination, should the agreements not be agreed in the anticipated timeframe.

3 Outstanding points for negotiation

- 3.1 Network Rail and the Applicant are in detailed discussions regarding the approach to Wansford Road Level Crossing, the approach to which has not yet been agreed. However, it is hoped that an agreed position can be made before the close of the Examination and included in the agreement between the Applicant and Network Rail.
- 3.2 In order to be able to withdraw its objection, Network Rail will need to be confident that sufficient mitigation measures are agreed to ensure that traffic travelling to and from the Proposed Development during its construction will not have an unacceptable impact on the lifespan of the Crossings (in particular the Wansford Road Level Crossing) and will not have an unacceptable impact on the safety of the railway and those using and/or operating them. To achieve this the following will need to be in place:
- (a) appropriate protective provisions in the Proposed DCO that protect and safeguard Network Rail's statutory undertaking;

- (b) amendments to the requirements in the Proposed DCO to regulate the use of the Crossings; and
 - (c) an agreement with the Applicant that regulates the use of the Crossings and the carrying out of all necessary mitigation measures/ improvement works to the Crossings.
- 3.3 Network Rail therefore requests that the NR Protective Provisions are included in the Proposed DCO, and amendments are made to Requirement 18 (or alternatively referred to in the NR Protective Provisions), as defined and detailed at paragraph 5.1 below, are made to the Proposed DCO.
- 3.4 Without the benefit of amendments relating to Requirement 18) and the NR Protective Provisions Network Rail considers that the Secretary of State cannot conclude that the Proposed DCO can be granted without serious detriment to Network Rail's statutory undertaking arising.

4 Impacts on the Railway

- 4.1 Volume A3 Chapter 7 Traffic and Transport (Examination Library Reference No APP-032) (**Traffic and Transport Report**) and Volume A6 Annex 7.1 Traffic and Transport Technical Report (Examination Library Reference No. App-125) (**Annex**) of the Environmental Statement include an outline construction traffic management plan (**Outline Construction Traffic Management Plan**) which identifies and assesses the proposed traffic movements associated with the construction and operation of the Proposed Development.
- 4.2 The Traffic and Transport Report sets out the proposed access strategy to allow traffic associated with the Proposed Development construction works to access the Cable via the existing public highway. The traffic and transport study area comprises 104 'links' (sections of traffic routes) which are shown on the plan at Appendix 3 to this Written Representation. Link 23 (B1249 Wansford to Driffield) and Link 24 (B1249 Wansford Road / Scarborough Road) would include the Wansford Road Level Crossing.
- 4.3 Based on the Applicant's figures,¹ traffic movements over Wansford Road Level Crossing would increase on average by 38 two-way vehicle movements per day during the (maximum) five year plus construction period (of which 33 are two-way HGV movements). At the peak of the construction phase, this would increase to 80 two-way vehicle movements per day, 70 of which are two-way HGV movements. This equates to a 75% increase in HGV movements compared to the baseline flow of HGV traffic.
- 4.4 Without sufficient improvement works to the Wansford Road Level Crossing decking, this increase in traffic will have an adverse impact on its lifespan, as detailed below, leading to an increased risk to users.

Impacts on the Crossings

- 4.5 The Crossings are in place to enable traffic and pedestrians to cross the Railway Line safely, and are required to be maintained in line with safety standards. The additional traffic caused by the Proposed Development will adversely impact the Wansford Road Level Crossing by significantly increasing its use by HGVs therefore resulting in the deterioration of the crossing at an increased rate. The mitigation of this impact should be at the cost of the Applicant, not Network Rail.

¹ Taken from Table 7.18 in the Traffic and Transport Report.

4.6 Network Rail conducted an assessment of the condition of the Wansford Road Level Crossing decking in 2017, the results of which are set out in the Track Engineering Form (TEF) at Appendix 4 of this Written Representation. The TEF assessment considers the condition of the level crossing in order to assess whether renewals and refurbishments are necessary and what those upgrades should be.

4.7 To aid understanding of what the TEF scores mean:

(a) There are five criteria under 'Usage' which evaluate factors such as the setting and usage of the level crossing, providing scores for each. The potential scores are set out in the TEF with the final score for each criteria included in the final column. For example, Criteria A: Crossing Type is scored as 15 as Wansford Level Crossing is located on a public road and all level crossings located on public roads are provided a score of 15. These scores are combined to give a total 'Usage Score'.

(b) There are five criteria under 'Condition' which evaluate the condition of the level crossing decking, providing scores for each. The potential scores are set out in the TEF with the final score for each criteria included in the final column. For example, Criteria F: % of damaged deck units or worn surface or panels moving is scored as 5 as Wansford Level Crossing is considered to have 31%-45% of damaged decking and all level crossings considered to have this level of damage are provided a score of 5. These scores are combined to give a total 'Condition Score'.

(c) An 'Overall Priority Ranking Score' is calculated as follows:

Usage Score x Condition Score.

(d) Level crossings engineers have a 'Workbank' of level crossings that they are responsible for upgrading. The Overall Priority Ranking Score is used to assess how high a priority the level crossing is within the Workbank for upgrades.

4.8 The results for Wansford Road Level Crossing are set out in the table below:

USAGE:					
A: CROSSING TYPE	PUBLIC ROAD	USER WORKED	BRIDLEWAY	FOOTPATH	SCORE A
Score	15	5	2	1	15
B: ROAD CLASS	Dual c'way or heavy HGV use e.g industrial area, factory entrance	A - Road	B - Road	C - Road or Unclassified or None	SCORE B
Score	6	4	2	1	2
C: ACTUAL ROAD SPEED	60mph +	40 - 59mph	20 - 39mph	up to 20mph	SCORE C
Score	6	4	2	1	2
D: TRACK CAT	1A	1 OR 2	3 OR 4	5 OR 6	SCORE D
Score	4	3	2	1	1
E: SKEW ANGLE < 55deg (If <55deg, unable to specify Holdfast for renewal)	N/A	N/A	YES	NO	SCORE E
Score	N/A	N/A	4	0	0
TOTAL USAGE SCORE (SUM A+B+C+D+E)					20
CONDITION					
F: % OF DAMAGED DECK UNITS or WORN SURFACE or PANELS MOVING	46% +	31% - 45%	16% - 30%	0% - 15%	SCORE F
Score	8	5	3	1	5
G: CONDITION OF CILL BEAMS	NO CILL BEAMS	POOR (2 or more damaged, not level, gaps with panels)	ACCEPTABLE (not >1 cill to replace / level)	GOOD (includes minor epoxy type repairs)	SCORE G
Score	5	3	2	1	3
H: TARMAC / ROAD APPROACHES	VERY POOR (>50% area worn / damaged)	POOR (<50% & >25% area worn / damaged)	ACCEPTABLE (<25% worn or small potholes to repair)	NO ACTION	SCORE H
Score	3	2	1	0	2
J: WETBEDS IN VICINITY / TRACK DRAINAGE INEFFECTIVE	N/A	N/A	YES	NO	SCORE J
Score	N/A	N/A	1	0	0
K: UN-COATED RAIL / POTENTIAL RUN OFF FOR SALT CONTAMINATION (e.g. gritting / sea water)	N/A	N/A	YES	NO	SCORE K
Score	N/A	N/A	1	0	1
TOTAL CONDITION SCORE (SUM F+G+H+J+K)					11
OVERALL PRIORITY RANKING SCORE = USAGE SCORE x CONDITION SCORE					220

4.9 The results show that the current condition of the Wansford Road Level Crossing decking is considered 'Poor' with an Overall Priority Ranking Score of 220:

- (a) 31%-45% of the deck units are damaged, worn or have moving panels;
- (b) The cill beams (being the reinforced concrete kerbs used to support the panels of the level crossing decking) are damaged, not level or have gaps with the panels;
- (c) Up to 50% but more than 25% of the tarmac or road approach are is worn or damaged; and

- (d) The decking includes uncoated rail which is more liable to deterioration through rusting than coated rail.
- 4.10 Following a review of the TEF results, a Senior Asset Engineer (Lineside) for Network Rail has noted that the Overall Priority Ranking Score is medium/high and as a consequence Wansford Road Level Crossing would require renewal between 2024 and 2029. Although the score is high, there are multiple competing level crossings with similarly high levels of upgrading needs, which is why the upgrades are to be actioned more expeditiously. Therefore, the existing decks, while compliant, are old and near the end of their lifecycle and the existing 'Poor' condition is evident in the photographs attached at Appendix 4. At current traffic levels their condition is manageable but the increased levels of road traffic will accelerate deterioration.
- 4.11 Network Rail considers that the proposed 75% increase in HGV movements would accelerate the deterioration already present at Wansford Road Level Crossing. Increasing the load on the existing decks will weaken the existing track bed allowing water to enter the track bed. This may affect the quality of the rail track and deteriorate the conditions of the ballast. This could result in track alignment issues which increases the likelihood of derailment and this consequently allows movement in the deck units intensifying deterioration. In addition, increased traffic will bring more road salt onto the crossing increasing rail corrosion which may result in rails and sleepers needing earlier replacement.
- 4.12 It should also be noted that the TEF results are from 2017, and the condition of Wansford Road Level Crossing is likely to have deteriorated since then. It is likely therefore that an updated TEF assessment would result in criteria F (% of damaged deck units or worn surface or panels moving) increasing from 5 to 8 and criteria G (condition of cill beams) increasing to 5. The Overall Priority Ranking Score would therefore also increase, making the Wansford Road Level Crossing a higher priority for upgrades. The acceleration of these upgrades would not be required but for the increase in traffic caused by the Proposed Development.
- 4.13 The TEF assessment sets out the upgrades that would be required to the Wansford Road Level Crossing to mitigate against these issues:
- (a) Renew all deck panels and cess units with Strail (being a Network Rail approved and preferred level crossing deck material);
 - (b) Renew all cills with chrenolia cills (which is a more resistant concrete, more resilient to repetitive impact from vehicles);
 - (c) Resurface the tarmac approaches; and
 - (d) Renew all road markings on the decking and on the road approach.
- 4.14 Appendix 5 contains an extract of an example breakdown of costs for a level crossing requiring similar works. Costs for such works are calculated on a case-by-case basis as each level crossing is different meaning that costs vary significantly depending on the factors affecting the level crossing. These factors would include features such as availability of access, the amount of tarmac required and the size of the level crossing deck. In addition, material costs are expected to increase by up to 20% in the next year and the estimate at Appendix 5 is based on 2022/2023 rates which are expected to increase by approximately 5% year to year due to inflation.
- 4.15 If, following surveys, it is determined that Wansford Road Level Crossing requires the proposed upgrades, and it is not possible for it to be removed from the HGV Route, Network Rail has requested that the Applicant makes a financial contribution (capped at £200,000 plus VAT and

index-linked) towards the cost of these improvement works to ensure that the level crossing remains fit for purpose for the lifetime of the Proposed Development and beyond.

5 Protective Provisions

- 5.1 Without the NR Protective Provisions, Network Rail has no control over the safe use of the Crossings and has no land available to it which it can require the Applicant to use as an alternative to the Crossings, meaning that the detriment caused to the Crossings, and the safety of railway users by the increased traffic related to the Proposed Development, cannot be made good by Network Rail without Network Rail allocating funds to carry out upgrades to the Crossings. A cost that should equitably be met by the Applicant.

6 Requests of the Examining Authority

- 6.1 Network Rail will continue to engage with the Applicant but Network Rail invites the Examining Authority to request that the Applicant makes the following amendments to the Proposed DCO:
- (a) The NR Protective Provisions are included at Part 4 of Schedule 9 to the Proposed DCO, as we refer to above (and as attached at Appendix 2); and
 - (b) Requirement 18 (Construction traffic management plan) of Part 3 of Schedule 1 to the Proposed DCO is amended to refer to the consultation with, and approval by Network Rail, of the Construction Traffic Management Plan in so far as the Construction Traffic Management Plan addresses construction traffic affecting the operational railway (in particular at the Crossings). Alternatively, the Applicant has proposed a further amendment to the NR Protective Provisions to deal with this issue which Network Rail is discussing with the Applicant. Network Rail will submit confirmation to the Examination as to how the parties agree to proceed at an appropriate Examination deadline.

7 Conclusions

- 7.1 Network Rail does not object in principle to the Proposed Development. However, it strongly objects to the impact of the Proposed Development on the lifespan of the Wansford Road Level Crossing. To mitigate this risk, Network Rail considers it to be of utmost importance that the NR Protective Provisions and the necessary amendments relating to Requirement 18 are included in the Proposed DCO and that an agreement is entered into to document the approach referred to at paragraph 2.4.
- 7.2 Network Rail respectfully requests that the Secretary of State does not grant the Proposed DCO without the NR Protective Provisions and the necessary amendments relating to Requirement 18 being included in the Proposed DCO.
- 7.3 Network Rail will continue to engage with the Applicant to reach an agreed form of private agreement and hopes to be able to withdraw its objection to the Proposed DCO before the close of the Examination.

Addleshaw Goddard LLP

29 March 2022

Appendix 1

Wansford Road Level Crossing Plan



Appendix 2

NR Protective Provisions

SCHEDULE [] Article []

PROTECTIVE PROVISIONS

PART []

FOR THE PROTECTION OF RAILWAY INTERESTS

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph [15] of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and-

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under:

- (a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article [X] (maintenance of authorised development) in respect of such works.

3. (1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

4. (1) The undertaker must not exercise the powers conferred by—

- (a) article [x] (*development consent granted by the Order*);
- (b) article [x] (*maintenance of authorised development*);
- (c) article [x] (*discharge of water*);
- (d) article [x] (*authority to survey and investigate the land*);
- (e) article [x] (*compulsory acquisition of land*);
- (f) article [x] (*compulsory acquisition of rights*);
- (g) article [x] (*acquisition of subsoil only*);
- (h) article [x] (*power to override easements and other rights*);
- (i) article [x] (*temporary use of land for carrying out the authorised development*);
- (j) article [x] (*temporary use of land for maintaining the authorised development*);
- (k) article [x] (*statutory undertakers*);
- (l) article [x] (*private rights of way*);
- (m) article [x] (*felling or lopping of trees or shrubs*);

- (n) article [x] (*trees subject to tree preservation orders*);
- (o) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;
- (r) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article [x] (*statutory undertakers*), [article [x] (*power to override easements and other rights or private rights of way*)] or article [x] [*private rights over land*], in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

5. (1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or

may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

6. (1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

7. The undertaker must-

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9. (1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.
- (2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.
- (3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.
- (4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.
10. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—
- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watchpersons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11. (1) In this paragraph-

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)-

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred –

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6) –

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article [x] (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.
13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.
14. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.
15. (1)The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article [x] (*no double recovery*)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;
or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part

of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must –

- (a) give the undertaker reasonable written notice of any such claims or demands
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

16. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).
17. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.
18. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

19. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

20 The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article [x] (transfer of benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

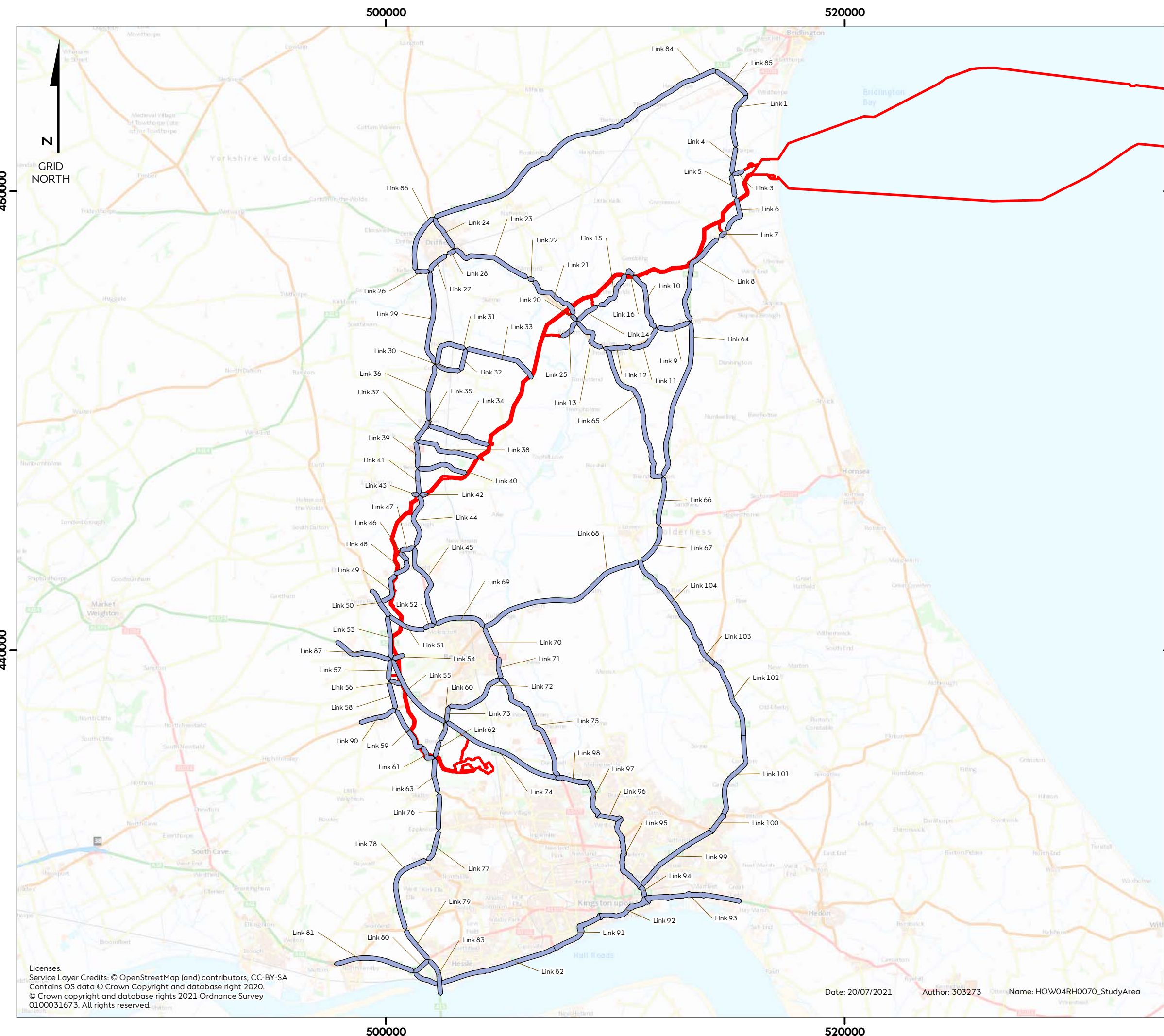
- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

21 The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article [x] (certification of plans etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

22 [In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 11) [the provisions of article [x] (Arbitration) shall not apply and] any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.]

Appendix 3

Transport Links Plan

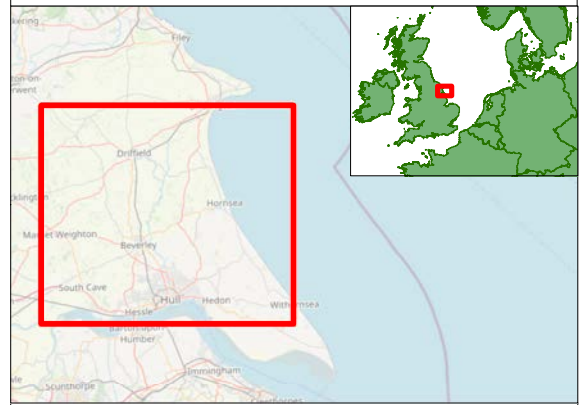


Hornsea Four

Figure 7.1

Traffic and Transport Study Area

- Order Limits
- Traffic Links



Coordinate system: British National Grid
 Scale@A3: 1:160,000

0 2 4 6 Kilometres

0 2 4 6 Miles

REV	REMARK	DATE
	First Issue for PEIR	08/07/2019
A	Updated following PEIR consultations, for DCO	20/07/2021

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Date: 20/07/2021 Author: 303273 Name: HOW04RH0070_StudyArea

Title: Study Area
 Document no: HOW04RH0070
 Created by: AZ
 Checked by: ST
 Approved by: CS



Appendix 4

Wansford Road Level Crossing Track Engineering Form (including photographs)

LEVEL CROSSING RENEWAL / REFURBISHMENT RISK PRIORITY ASSESSMENT



LEVEL CROSSING RENEWAL PROPOSAL NO.

Route	LNE	Ellipse Equipment Number	1059606		
IMDU & Depot	YORK	TRACK ID(s)	1100 AND 2100		
Location	Wansford Road	Sleeper Type	F27		
ELR	HBS	Rail Type & Fastenings	FB AND PANDROL		
Miles & Yards (or chains)	19m 54ch	Vertical Profile (Hog) within limits	YES		
USAGE:					
A: CROSSING TYPE	PUBLIC ROAD	USER WORKED	BRIDLEWAY	FOOTPATH	SCORE A
Score	15	5	2	1	15
B: ROAD CLASS	Dual c'way or heavy HGV use e.g industrial area, factory entrance	A - Road	B - Road	C - Road or Unclassified or None	SCORE B
Score	6	4	2	1	2
C: ACTUAL ROAD SPEED	60mph +	40 - 59mph	20 - 39mph	up to 20mph	SCORE C
Score	6	4	2	1	2
D: TRACK CAT	1A	1 OR 2	3 OR 4	5 OR 6	SCORE D
Score	4	3	2	1	1
E: SKEW ANGLE < 55deg (if <55deg, unable to specify Holdfast for renewal)	N/A	N/A	YES	NO	SCORE E
Score	N/A	N/A	4	0	0

TOTAL USAGE SCORE (SUM A+B+C+D+E)**20**

CONDITION					
F: % OF DAMAGED DECK UNITS or WORN SURFACE or PANELS MOVING	46% +	31% - 45%	16% - 30%	0% - 15%	SCORE F
Score	8	5	3	1	5
G: CONDITION OF CILL BEAMS	NO CILL BEAMS	POOR (2 or more damaged, not level, gaps with panels)	ACCEPTABLE (not >1 cill to replace / level)	GOOD (includes minor epoxy type repairs)	SCORE G
Score	5	3	2	1	3
H: TARMAC / ROAD APPROACHES	VERY POOR (>50% area worn / damaged)	POOR (<50% & >25% area worn / damaged)	ACCEPTABLE (<25% worn or small potholes to repair)	NO ACTION	SCORE H
Score	3	2	1	0	2
J: WETBEDS IN VICINITY / TRACK DRAINAGE INEFFECTIVE	N/A	N/A	YES	NO	SCORE J
Score	N/A	N/A	1	0	0
K: UN-COATED RAIL / POTENTIAL RUN OFF FOR SALT CONTAMINATION (e.g. gritting / sea water)	N/A	N/A	YES	NO	SCORE K
Score	N/A	N/A	1	0	1

TOTAL CONDITION SCORE (SUM F+G+H+J+K)

11

OVERALL PRIORITY RANKING SCORE = USAGE SCORE x CONDITION SCORE

220

Section Manager name / signature Ben Blythen

Ben Blythen

To be completed by proposer/s

NETWORK RAIL LEVEL CROSSING RENEWAL / REFURBISHMENT FORM



LEVEL CROSSING RENEWAL PROPOSAL NO

Route	LNE	Ellipse Equipment Number	1059606
IMDU & Depot	YORK	TRACK ID(s)	1100 AND 2100
Location	Wansford Road	Sleeper Type	F27
ELR	HBS	Rail Type & Fastenings	FB AND PANDROL
Miles & Yards (or chains)	19m 54ch	RENEWAL PROPOSAL	

FULL UPGRADE REQUIRED TO STRAIL 1200
 CAST CONCRETE PROPTUS 50 REQUIRED TO UP/DN CESS'S AND 6FT SECTIONS
 ALL 4 CORNERS OF FOOTPATHS TO RE SURFACE
 FULL RENEWAL OF ALL ROAD MARKINGS AND ROAD STUDS AS REQUIRED
 FULL ROAD APPROACH PLAIN OUT AND RE SURFACE IF FUNDING ALLOWS

TME NAME	ROB ELLISON	TME SIGNATURE	ROB ELLISON	DATE	30/01/2017
----------	-------------	---------------	-------------	------	------------

Available data (attach to proposal)	tick	Current crossing type	POLYSAFE
Previous inspection reports		Preferred renewal / refurb type	STRAIL 1200
Photographs	Y	Current Cill type	CONCRETE BEAM
Work History		Preferred cill type	CAST CONCRETE
Risk Priority Assessment form		TME target renewal year	
Incident data / ORCC data / ALCRM data		Risk mitigation trigger date	
Track Geometry (Vert & Horiz alignment)			
Other		Refurbishment only -circle components req'd for refurb	

For RAM[T] team use only

RAM[T] / SREE / Lineside Engineer comment*

- 1, RENEW ALL 4FT PANELS WITH STRAIL 1200 & CESS UNITS WITH STRAIL05.
- 2, RENEW ALL CILLS WITH CHRENOLIA CILLS
- 3, RESURFACE TARMAC APPROACHES
- 4, RENEW ALL ROAD MARKINGS AS PER THE GROUND PLAN ACROSS THE NEW RUBBER SURFACE USING GLS 100R VIA GLS COATINGS
- 5, RENEW ALL ROAD MARKINGS ON TARMAC APPROACH WITHIN STOP LINES AS PER GROUND PLAN

Renewal / Refurbishment accepted / rejected* with reasons

If accepted:					
Renewal - Holdfast / Strail / Polysafe / Other*			Proposed Year		
Refurbishment - Cess cills / 6ft cills / Tarmac approach / panels*			Proposed Year		TBC
NAME	P STEPHENSON	SIGNATURE	P STEPHENSON		25/09/2017
* delete or circle as appropriate					









Appendix 5

Example level crossing costing

CAPEX WORKS 2019/20																	
Project	0										ORACLE PROJECT No	0					
Task Name (Work site or package)	0										Task No (MXXXXX)	0					
Delivery Unit / Function	0										ELR	0			Strategic Route	0	
Asset Location	0										Mileage From	0 Miles		0 Yards			
Work Type	0										Mileage To	0 Miles		0 Yards			
Planned Volume	0		Start Date (dd/mm/yy)	#VALUE!		Period	#VALUE!		Date estimate prepared				00/01/1900				
Unit of Measure	0		Finish Date (dd/mm/yy)	#VALUE!		Period	#VALUE!		Note: Estimate priced at current years rates - rates subject to increase after 31 March each year (for estimate purposes avg 3% added for works programmed to take place in 2014/2015)								
ESTIMATE SUMMARY													£	p			
NETWORK RAIL LABOUR													15,532.00				
LABOUR ONLY CONTRACTORS													-				
SPECIALIST CONTRACTORS													90,000.00				
ROAD RAILERS													-				
OTHER PLANT													-				
NON NDS MATERIALS													-				
NDS MATERIALS													74,118.11				
FREIGHT HAULAGE													-				
OTM/TAMPER													-				
OTHER eg site set up, land rental, etc													8,700.00				
Comments	e.g. "major assumptions" / "estimate includes for major risk mitigation.....", etc. etc.										Estimate Total		188,350.11				
											Estimate Total incl YR2 inflation		#VALUE!				
PERIOD																	
Finance Phasing	1	2	3	4	5	6	7	8	9	10	11	12	13	Forecast current year	Forecast year 2		
FORECAST CURRENT YEAR	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	NA		
FORECAST YEAR 2	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	NA	#VALUE!		
	14	15	16	17	18	19	20	21	22	23	24	25	26				
ESTIMATE																	
PREPARED BY											Date						
REVIEWED BY											Date						
APPROVED BY*											Date	Note : This summary, scope and assumptions must be issued to external clients as a PDF document					

CAPEX WORKS 2019/20

PROJECT	Level Crossing Renewals Year 4	ORACLE PROJECT No	0		
Task Name <small>(Work site or package)</small>		Task No <small>(MXXXXX)</small>	0		
MDUM/Eng/Man		ELR	HBS	Strategic Route	0
Asset Location	Carnaby	Mileage From		Miles	CH
Work Type	Level Crossing Renewal	Mileage To		Miles	CH
Planned Volume	1	Start Date <small>(dd/mm/yy)</small>		Period	Important Note: The start/finish dates on summary must align with the duration of works (total job wks)
Unit of Measure	1	Finish Date <small>(dd/mm/yy)</small>		Period	

TO INSERT NEW ROWS : RIGHT CLICK ON THE GREY COLUMN --- SELECT "COPY" --- RIGHT CLICK ON THE GREY COLUMN --- CLICK "INSERT COPIED CELLS"

NETWORK RAIL LABOUR

Labour- OTL Rates **Select Rate Type (cell a13)**

* Note: Inset client B of Q or Pricing Schedule numbering regime (or description) for each priced line.

If no client B of Q or Pricing Schedule insert work section headings/sub headings as appropriate.

Do not price management grades.

* CLIENT B of Q / PRICING SCHEDULE LINE REF / DESC	GRADE	SHIFT DETAIL	JOB WEEK NO	No Of Men	Hours Per Shift	No Of Shifts	Total Hours	RATE	ESTIMATED TOTAL
Planning / Paperwork							0		
Site Visit / Review							0		
WDM	Works Delivery Manager (B&C)	Site investig/inspection					0	57.00	
Supervisor	Works Delivery Supervisor	Site investig/inspection					0	52.00	
Planner	Operative	Site investig/inspection					0	39.00	
Tech	Principal Technical Officer	Site investig/inspection					0	54.00	
							0		
							0		
Install							0		
Supervisor	Works Delivery Supervisor	Implementation	TBC	2	12	3	72	52.00	3,744.00
ES/COSS	Works Delivery Supervisor	Implementation	TBC	2	12	3	72	52.00	3,744.00
LXA	Operative	Implementation	TBC	2	12	3	72	39.00	2,808.00
HBE	Principal Technical Officer	Implementation	TBC	1	12	2	24	54.00	1,296.00
							0		
							0		

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SPECIALIST CONTRACTORS

CLIENT B of Q / PRICING SCHEDULE LINE REF	DETAILS	SHIFT DETAIL	JOB WEEK NO	No Of Men	Hours Per Shift	No Of Shifts	Total Hours	RATE	TOTAL
	Contractor Install Costs		2	1	1	1	1	80,000.00	80,000.00
	Contractor Investigation Costs		TBC	1	1	1	1	10,000.00	10,000.00
									90,000.00

ROAD RAILERS

Do not price Maintenance owned plant however include for plant operatives.

CLIENT B of Q / PRICING SCHEDULE LINE REF	PLANT DESCRIPTION INCL ATTACHMENTS, ON/OFF AND OPERATOR	SHIFT DETAIL	JOB WEEK NO	No of machines (if applicable)	No of shifts (if applicable)	Shift rate from RRV Estimate tab	TOTAL
							-

OTHER PLANT

Do not price small plant or Maintenance owned plant however include for plant operatives.

CLIENT B of Q / PRICING SCHEDULE LINE REF	DESCRIPTION	JOB WEEK NO	No of machines	No of Shifts		Total Shifts	RATE	TOTAL
	Small Plant - Lights Etc...	TBC	1	1	1		150.00	-
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
						0		
								-

	-
--	---

OTHER eg site set up, land rental, etc

CLIENT B of Q / PRICING SCHEDULE LINE REF	DESCRIPTION	JOB WEEK NO		Qty	Shifts	RATE	TOTAL
	Road Closure	TBC		1	1	3,500.00	3,500.00
	Possesion Costs	TBC		1	1	800.00	800.00
	Welfare Unit	TBC		1	1	1,500.00	1,500.00
	Isolations	TBC			1	2,000.00	-
	Environmental	TBC		1	1	100.00	100.00
	Investigation RC	TBC		1	1	2,000.00	2,000.00
	Investgation Possession	TBC		1	1	800.00	800.00
value multiplier<1							8,700.00

Director (RIMD & FD) Adjustment - application of "Alternative" Network Rail Labour Resource Value of Network Rail Labour excl Rates (Add management and supervision and other major overhead items, if applicable) possessions and isolations=	0.00
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TOTAL	188,350.11
--------------	-------------------

GRAND TOTAL incl second year inflation	#VALUE!
-----------------------------------------------	----------------