

THE PLANNING ACT 2008

**M4 (JUNCTIONS 3 TO 12) (SMART MOTORWAY) DEVELOPMENT CONSENT
ORDER APPLICATION**

TR010019

Network Rail

Response to Written Representations

**Appendix E - Basic Asset Protection Agreement (with
Contract Purchase Agreement), dated 18 July 2013**

Deadline III - 5 November 2015



Network Rail
Asset Management
Western House
1 Holbrook Way
Swindon
Wiltshire
SN1 1BD

Lynne Stinson
Highways Agency
The Cube
199 Wharfside Street
Birmingham
B1 1RN

18th July 2013

O/Ref: GW8040

Dear Lynne,

Re: M4 Bridge Inspection, BHL 40m 43ch

Further to your correspondence relating to the above scheme, I enclose a cost estimate together with a Basic Asset Protection Agreement (BAPA) for the provision of services:

Services Required:

- Network Rail Project Manager and appropriate staff / resources to support and provide guidance during the initial stages of the Works including examining and commenting upon designs, drawings, specifications and methodology in respect of their impact on the Railway.
- Railway Infrastructure Safety Supervision
- Possessions

Estimate:

- £3,272.09 + VAT (Vat will be added at the prevailing rate)

This is a budget estimate of costs likely to be incurred by your organisation based on information supplied by you to date, and an estimate calculation sheet with a breakdown of the charges is attached for your information. The actual final cost you are invoiced may be more or less than the estimate.

For avoidance of doubt, the costs referred to in this letter do not include any Network Rail Commercial Property costs that may be required to enable implementation of the scheme i.e. any land transfer / property agreement / technical clearance, wayleave etc. These will be dealt with directly by Network Rail Commercial Property Department.

Please let me have written confirmation that you wish to proceed with these works, and that you will abide by all conditions given by Network Rail by returning the enclosed Basic Asset Protection Agreement (BAPA) together with an undertaking to pay all costs incurred and fees levied by Network Rail in connection with this proposal.

Note: copies of the BAPA will not be accepted, please ensure both originals are signed, dated and returned. Upon receipt and signature by Network Rail a signed original shall be returned to you.

Upon receipt of the Agreement and your cheque / purchase order / BACS Payment I shall authorise despatch of an Interim Invoice. Please also note that, to conform to Network Rail's Investment Regulations (as I have no internal budget provision available), and due to the value of the estimate being less than £5,000.00 Excl. VAT I shall require 100% of the estimate to be paid in advance.

Payment details for BACS.

HSBC Bank PLC
100 Old Broad Street
London
EC2M 1JJ

Sort Code 40-07-31

Collection Account: 81287672

Note: Please ensure you add Our Ref to your order / payment documentation.

Please note that authority for the provision of services by Network Rail cannot be given without our prior receipt of the signed Agreement (unless an existing agreement has been deemed suitable) and appropriate payment

If we do not hear from you within 3 months of the date of this letter we will assume you do not wish to proceed with these works and our file on this project will automatically be closed. If at a later date there is a change and you wish to proceed with these works please make contact with the originator who will reissue an estimate for these works.

Yours sincerely,



Richard Selwood
Asset Protection Project Manager
Enc

Asset Protection - Estimate Calculation Sheet



Scheme Title: Basic Asset Protection Agreement for the M4 Bridge Inspection @ ELR BHL 40m 43ch	
Outside Party Client: Highways Agency	
OP email address: john.gibson@highways.gov.uk	
Project Number: GWB40	
WorkBank Ref: 130671	
NR Construction Manager: Denis Burton	

OP Address
 The Cube
 100 Wharfedale Street
 Birmingham
 B1 1RN

SIAPA Schedule 1 Text
 Hydr Consulting to carry out bridge inspection during a full arch possession on behalf of the Highway Agency

Covering Letter	
Nil Value	
80% Up Front	
100% Up Front	
Purchase Order	
Feasibility 80%	
Feasibility PO	

Notes (Comments for Sarah)

	Network Rail Personnel	Job Role	No of Shifts	Hrs per Shift	Total Hrs	Rate £	Total £	Notes	
1	Band 1	Director Route Asset Management				147.48	-	Programme management	
2	Band 2	Route Asset Manager				188.94	-	Approval in Principle, Asset management Plan	
3	Band 3	Asset Protection Project Manager	1	1	1.00	80.68	80.68	Authorise Agreements, Project Management	
		Senior Asset Protection Engineer				80.68	-	Engineering consent, Methodology review, Risk Assessment	
		Project Engineer				80.63	-	Engineering Review	
		Project Engineer	Civils				80.68	-	Engineering Review
		Project Engineer	E & P				80.68	-	Engineering Review
		Project Engineer	Telecoms				80.68	-	Engineering Review
		Project Engineer	Signalling				80.68	-	Engineering Review
		Project Engineer	Track				80.68	-	Engineering Review
4	Band 4	Works Agreement Manager				80.68	-	Legal and contractual support	
		HSE Specialist				80.68	-	Safety review and incident management	
		Designated Project Engineer				95.86	-	Coordination of engineering disciplines	
		Commercial Manager				58.38	-	Commercial forecasting and budget management	
5	Band 5	Construction Manager	1	4	4.00	58.38	451.94	Scheme delivery and management	
		Scheme Project Manager				58.38	-	Scheme delivery and management	
		Asset Protection Engineer				95.86	-	Engineering review	
		Project Commercial Assistant	1	1	1.00	45.11	45.11	Contracts and Procurement, invoice management	
		Assistant Construction Manager	ACM	1	4	4.00	45.11	180.44	Risk assess scheme and determine level of asset protection
		Assistant Asset Protection Engineer					45.11	-	Lead and properly issue engineering review
		Assistant Construction Manager	RSM	1	10	10.00	45.11	451.10	Site supervision
		Works Scheduler		1	20	20.00	45.11	982.20	Planning resources and access (possession)
		Assistant Construction Manager	Engineering Supervisor				45.11	-	Managing worksite within a possession
		Assistant Construction Manager	Costs				45.11	-	Managing site safety system of work (reccade)
6	Band 6	Assistant Construction Manager	Lookout			45.11	-		
		Assistant Construction Manager	Hand Signaller			45.11	-	Protects conflicting signal for possession	
7	Band 7	Construction Manager Assistant				35.36	-		
8	Band 8	Project Commercial Support	PCS			35.56	-	Compile costs and draft invoice request	
9	Band 9	Team Organizer	TO	1	1	1.00	29.51	29.51	Manage initial request draft agreement general duties
10	Band 10					25.43	-		
						Sub-Total	£ 2,140.00		

	Disruptive Possession Fee (Outside ROTR)	No.	Price Subject to Individual Request	Notes
9	Up to 8 hours	1	1132.00	1,132.00
	Up to 12 hours	1	1598.00	-
10	Planning Package	1	532.32	-
	4 man team upto 12 hours / shift	1	1230.20	-
	4 man team upto 8 hours / shift	1	762.79	-
			Sub-Total	£ 1,142.00

	Other Costs	Provision of Network Rail records	Sub-Total
11	Provision of Network Rail records		
			Sub-Total

NET TOTAL		£ 2,140.00	VAT will be added at the rate currently in force
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Prepared By: Denis Burton	Date: 15/07/2013	Signature:
Approved By: M. R. Selwood	Date:	Signature:

BASIC ASSET PROTECTION AGREEMENT

Relating to Outside Party Works

Network Rail Infrastructure Limited

Kings Place, 90 York Way, London. NI 9AG

Lynne Stinson
Highways Agency
The Cube
199 Wharfside Street
Birmingham
B1 1RN

F.A.O Lynne Stinson

Date

Dear Sirs,

**Basic Asset Protection Agreement relating to GW8040 M4 Bridge Inspection,
BHL 40m 43ch**

1. Network Rail Infrastructure Limited ("**Network Rail**") has agreed with the Customer for the Customer to carry out the works set out in Schedule 1 to this letter ("**the Works**") on the terms set out below. The Schedules and this letter are collectively referred to as '**this Agreement**'. The Works comprise some or all of the following:
 - (a) permanent works making changes to Network Rail's infrastructure and/or operational track ("**Rail Related Works**");
 - (b) permanent works creating a new structure ("**New Structure**") which in construction and following completion may impact upon the safety and operation of the Network Rail's infrastructure and/or operations (the "**Railway**"); and/or
 - (c) any works interfacing with and potentially impacting upon the safety and operation of the Railway during construction.

A provisional programme is included in Schedule 1.

Obligations of the Customer

2. In designing and carrying out the Works, the Customer shall exercise the standard of reasonable skill, care and diligence to be expected of a suitably qualified and competent designer and works contractor experienced in designing and carrying out works of a similar nature, scope and complexity to the Works. The Works shall be designed and carried out in accordance with any requirements stipulated in writing by Network Rail, any approvals provided by Network Rail or consents obtained for the Works, Railway Group Standards and Network Rail Company Standards (the last two items are together referred to as the "**Standards**").
3. Any variations to the Works shall only be effective if agreed by Network Rail in writing (such consent not to be unreasonably withheld or delayed, provided that Network Rail shall have sole discretion in relation to safety issues affecting the Railway).

4. The Customer shall be the sole 'Client' for the purposes of the Construction (Design and Management) Regulations 2007 and shall make the declaration to the Health and Safety Executive under regulation 4.
5. Not Used.
6. Prior to any access to the site or implementation of the Works, the Customer shall agree with Network Rail the public liability insurance to be maintained by the Customer for the benefit of Network Rail ⁽¹⁾.
7. The Customer shall ensure that any information or instructions provided to Network Rail by the Customer are prepared and given in such a diligent and professional manner and with such clarity and in such detail as is necessary for Network Rail to comply with its obligations in this Agreement.
8. The Customer and Network Rail shall liaise generally on all safety matters arising out of the Works as they affect alterations to the railway network.

Access and Possessions

9. Access to the site where the Works are to be carried out (the "Site") and the programme for the Works shall be agreed in writing in advance of the Customer being granted access to the Site. If a possession of the network is required to carry out the Works, Network Rail shall book such possession in accordance with its possession planning and booking system (subject to the procedures set out in the Network Code) and the Customer will pay Network Rail all costs incurred in providing the possession or as a result of such possession (including any payments to train operators) in accordance with Schedule 2.

Network Rail services

10. Network Rail shall provide the services set out in Schedule 1 ("the Services"). Network Rail estimates the cost of carrying out the Services to be £3,272.09. Network Rail shall use reasonable endeavours to carry out the Services for that amount but the Customer shall pay all costs incurred by Network Rail in accordance with Schedule 2.
11. In carrying out the Services, Network Rail shall exercise the standard of reasonable skill, care and diligence to be expected of a suitably qualified and competent person engaged in carrying out or procuring the carrying out of services of a similar nature, scope and complexity to the Services but taking into account Network Rail's duties to operate, maintain and renew the Railway.
12. Network Rail shall at the cost of the Customer make available to the Customer, within a reasonable time, the data and information in Network Rail's possession (except for data and information which is confidential or commercially sensitive or already in the public domain) which the Customer reasonably requires to carry out the Rail Related Works. Network Rail does not warrant the accuracy or sufficiency of data and information provided to the Customer and the Customer shall be responsible for verifying the accuracy and assessing the sufficiency of all data and information provided.
13. Network Rail may suspend the Works at any time with immediate effect, or take any protective action if Network Rail reasonably believes, acting in its role as owner and

¹ The level of insurance should reflect the risk to the Railway and the creditworthiness of the counterparty. Where risk to the Railway requires a level of Public Liability Insurance of £155m Network Rail can provide cover in excess of that provided by the Customer. Provided always that the Customer provides the first £25m or £50m and pays the appropriate premium for the cover provided.

operator of the network, that the safety of the Railway or any person is at risk or the suspension or protective action is in the best interests of the operation of the Railway. The Customer shall pay all costs incurred by Network Rail in taking any such action as set out in this paragraph.

Consents

14. It may be necessary for Network Rail to apply for certain consents before the Customer can carry out the Works, including those specified in Schedule 1. Network Rail will use reasonable endeavors to obtain those consents⁽²⁾. It will be necessary for the Customer to apply to Network Rail for various approvals (including Method Statements, Approval in Principle, etc.) before carrying out the Works. Network Rail cannot promise that the [consents or] approvals will be granted or that the conditions upon which they may be granted will be acceptable to the Customer. The Customer shall be responsible for paying all reasonable costs associated with applying for the consents and approvals and any costs or compensation payable as a consequence of the grant of the consents and approvals.
15. The Customer shall comply with all Network Rail sign-off procedures which apply to the Works and shall provide certificates as required by Network Rail prior to the completion of the Rail Related Works as set out in the Standards, and as set out by Network Rail in writing. Any signing-off of the Works by Network Rail does not relieve the Customer from its obligations to comply with the terms of this Agreement nor is it confirmation by Network Rail that the Customer has complied with those obligations.

Post Completion⁽³⁾

16. Not used.
17. Not used.
18. Not used.
19. Not used.

Invoicing and payment

20. Network Rail shall invoice the Customer for the Services and for all other costs to be paid by the Customer in accordance with the payment provisions set out in part 4 of the Schedule. The Customer shall pay the invoice in full within 28 days from receipt of the invoice. If the Customer wishes to dispute the amount set out in an invoice it shall notify Network Rail within 10 days of delivery of the invoice specifying the disputed amount and the grounds on which it claims that the relevant amount is not due and payable. Late payment of any amount(s) due and payable under any invoice shall carry interest at the rate of 2% above the base rate of HSBC Bank plc from time to time. All amounts are exclusive of Value Added Tax, which will be charged at the applicable rate.

Liability

21. The maximum liability of Network Rail to the Customer arising out of or in consequence of this Agreement (whether for breach of contract, in tort, for breach of

² Not required for non-intrusive or intrusive Survey Works, but consider if any consents are required for access across other land.

³ Where Works are transferred to another body (eg - Developer to statutory body) requirement to include statutory body in Agreement needs to be assessed.

statutory duty or otherwise) shall in all circumstances be limited in aggregate to 50% of the Network Rail Costs (as defined in Schedule 2) paid by the Customer during the preceding 24 months, provided that such limit shall not apply in respect of any liability in respect of death or personal injury resulting from the negligence of Network Rail.

22. In no circumstances shall Network Rail or the Customer be liable to one another in respect of this Agreement for any indirect or consequential loss (including loss of profit) howsoever arising (without prejudice to paragraphs 4, 9, 13, 14 or 16 to 20 (inclusive) or 26 or to Schedule 2).
23. The Customer shall indemnify Network Rail for all loss suffered and from all liability and claims incurred for: (A) death or injury to persons, (B) damage to property and (C) any interference to the Railway, arising from the carrying out of the Works (except to the extent the liability or claim arises due to the negligence of Network Rail).

Termination

24. Network Rail may, by serving notice on the Customer, terminate this Agreement with immediate effect if the Customer is in material breach of any of its obligations in this Agreement (provided that Network Rail shall first notify the Customer of any remediable breach and its intention to terminate, and shall allow the Customer a period of 28 days to remedy such breach). The Customer may terminate this Agreement on giving Network Rail 28 days notice in writing if any of the consents or approvals required for the Works is not obtained.
25. Upon termination, all obligations of both parties under this Agreement shall cease except for:
 - (a) paragraphs 21 to 23 (inclusive) and 26 to 36 (inclusive); and
 - (b) any obligations arising as a result of any antecedent breach of this Agreement or any accrued rights.
26. Except where termination is due to Network Rail's default or insolvency, the Customer shall pay Network Rail for (A) any unpaid Services as at the date of termination, and (B) the reasonable costs of removing all plant, equipment and those materials not incorporated into the Works and in reinstating or procuring the reinstatement of the Works (or such part thereof as may exist as at the date of termination) and the relevant part or parts of the Railway affected by the Works to the extent necessary to make the same safe and/or secure and enable Network Rail to meet its contractual, statutory and Network Licence obligations (including the reasonable cost of any contractors and compensation to third parties). The decision to make good the Site and/or complete the Rail Related Works (or part of them) shall be discussed with the Customer but shall be the final decision of Network Rail. If so requested by Network Rail, the Customer shall give reasonable assistance to Network Rail in relation to making good the Site.

General

27. Not Used
28. Neither party shall disclose any confidential information save as required by law, or in the case of Network Rail as required by its statutory duties or Network Licence. On termination of this Agreement, the Customer shall either destroy or, if reasonably requested to do so, return any confidential information within its possession or control that belongs to or was provided by Network Rail.

29. If either party is or becomes a public authority under the Freedom of Information Act 2000 and receives a request under such Act for information relating to the Works, it shall comply with any such request only if none of the exemptions from disclosure in such Act applies, and if it is in doubt whether any such exemption applies it shall inform the other party of the request as soon as possible and shall consult with the other party as to the potential application of any exemption. For the purposes of section 43(2) of such Act, the parties acknowledge and agree that the disclosure of any commercially sensitive Information relating to the Works is likely to prejudice the commercial interests of the parties.
30. Nothing in this Agreement shall:
- (a) limit, qualify or override or purport to limit, qualify or override any obligation, right or entitlement of Network Rail which arises by reason of any Network Licence Condition, the terms and conditions of any existing access agreement or any statutory duty pursuant to the Railways Act or any other law; or
 - (b) Require Network Rail to do anything which is inconsistent with any Network Licence Condition, the terms and conditions of any existing access agreement or any statutory duty pursuant to the Railways Act or any other law.

In the event of any conflict between the provisions of this Agreement and any such Network Licence Condition, access agreement, statutory duty or contractual obligations:

- (i) Network Rail shall notify the Customer as soon as practicable of any such conflict of which it becomes aware; and
 - (ii) The Network Licence Condition, access agreement, statutory duty or contractual obligations shall prevail and (to the extent that such conflict is not resolved by the parties agreeing to vary this Agreement) this Agreement shall be of no effect to the extent of such conflict.
31. Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within five working days of receipt by one party of a proposal by the other the adjudicator shall be appointed at the request of either party by the President of TECBAR
32. Notices shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post to the registered office of the relevant party. Any notice sent by post shall be conclusively treated as having been served 48 hours after posting.
33. Neither party may assign or charge its rights or interests under this Agreement without the prior consent of the other party (not to be unreasonably withheld or delayed).
34. Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than Network Rail or the Customer.
35. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements between the parties relating to the subject matter of this Agreement. Both parties acknowledge that in entering into this agreement they are not relying upon any pre-contractual statement that is not set out in this Agreement.

36. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

Yours faithfully

Duly authorised for and on behalf of Network Rail Infrastructure Limited

We agree to the above.

Signed: L M Stinson Duly authorised for and on behalf of Highways Agency

Name: LYNNE STINSON

Dated: 8.8.13

SCHEDULE I - THE WORKS

1. Description of the Works

- a) ~~Rail Related Works~~
- b) ~~New Structures~~
- c) Works potentially impacting on the safety and operation of the Railway during construction

Hyder Consulting to carry out bridge inspection during a full track possession on behalf of the Highway Agency

2. The Provisional Programme

To be advised and agreed between Network Rail and the Company.

3. The Services

Review and acceptance of method statements.

Railway site management and management of the physical works affecting Network Rail infrastructure.

Management of internal Network Rail procedures to consider the applications for Network Rail consents.

The appointment of appropriate supporting resources.

Services of the Network Rail Project Manager and Project Commercial Manager to manage the interface with Network Rail.

Review methodology and Engineering Submissions and offer comments and acceptance where required.

Arrange, manage and procure necessary resources to accommodate access to Network Rail Infrastructure as required. (Possessions)

4. The Payment Schedule

The total estimated cost of carrying out the Services is: £3,272.09. This estimate is valid for acceptance for a period of 30 days from the date at the head of this Agreement.

The Customer shall provide a valid Purchase Order to Network Rail for the total estimated costs charges and expenses above, as assessed by Network Rail. Invoices will be issued as follows: -

- i) Before either the execution of any works or services by or on behalf of Network Rail or the granting of permission for the purpose of commencing the Works, for 50% of the estimated costs charges and expenses assessed by Network Rail and
- ii) Upon anticipation by Network Rail's Engineer that the amount paid by the Customer in accordance with sub clause i) will have been expended a further 50% of these estimated costs charges and expenses and
- iii) Upon final completion of works any balance to be credited or paid, being the difference between the calculated final account and the amount paid to date.

- iv) In respect of costs following final completion of the works, Network Rail may invoice the Customer at any time and such invoices shall be for the actual costs charges and expenses outstanding.

Site safety staff under the instruction of Network Rail shall be charged at the 'Band 5' rate. The Band rates are set out in Schedule 2 of this Agreement.

From time to time a revised estimate may be provided by Network Rail to the Customer and payments to be made shall be reviewed to take account of the revised estimate.

Failure to pay a legitimate invoice under this contract may result in permission to conduct the work being withdrawn by Network Rail.

5. Network Rail consents

Any additional consents required from Network rail to be in place prior to any construction works commencing.

SCHEDULE 2 - COSTS

I. DEFINITIONS

The following terms shall have the following meanings when used in this Schedule:

"Agency Personnel" means those personnel who have entered into a contract for services with Network Rail to provide services in connection with the Works exclusively to Network Rail;

"Agency Costs" means the cost to Network Rail of any Agency Personnel engaged in connection with the Services multiplied by 1.5, plus the properly incurred expenses and disbursements charged to Network Rail by such Agency Personnel;

"Consultants' Costs" means the costs to Network Rail of any consultants or contractors engaged by Network Rail in connection with the observance and performance of its obligations under this Agreement multiplied by 1.10, plus the properly incurred expenses and disbursements of those consultants or contractors;

"Hourly Rate" means in respect of each member of Network Rail's Personnel in any particular role band the rate set out in paragraph 3 below as the same may be adjusted from time to time in accordance with paragraph 4 below, which rate will be payable in respect of all worked hours spent by Network Rail's Personnel in connection with the Services;

"Network Rail Costs" means Agency Costs, Consultants' Costs, Personnel Costs and Possessions-Related Costs, plus

- (a) costs associated with applying for any consents in relation to the Works; and
- (b) such other costs, expenses and liabilities which are properly incurred by Network Rail in respect of the performance of Network Rail's obligations in respect of the Works

to the extent that they arise from or are a consequence of the Services;

"Network Rail's Personnel" means any employees and/or officers of Network Rail;

"Personnel Costs" means the sum of the relevant Hourly Rate multiplied by the number of hours spent by each member of Network Rail's Personnel in connection with the performance of Network Rail's duties and obligations under this Agreement;

"Possessions-Related Costs" means sums Network Rail will be obliged to pay to any train operator pursuant to Schedules 4 and 8 of the relevant Track Access Agreement or, where such train operator is party to a Freight Access Agreement, the equivalent provision of that agreement.

2. EXPENSES AND DISBURSEMENTS

2.1. The Company shall pay or reimburse Network Rail all Network Rail Costs reasonably incurred by Network Rail plus the following costs reasonably and properly incurred by Network Rail in connection with the Services:

- (a) printing, reproduction and purchase of documents, drawings, office consumables, maps and records;
- (b) travelling expenses as follows:
 - (i) for journeys by train or airplane by all staff - in accordance with Network Rail's then current personnel policies;

- (ii) for journeys by the London Underground system - actual costs;
 - (iii) car hire for business journeys other than home to Network Rail's offices - actual costs;
 - (iv) taxi fares - actual costs;
 - (v) additional costs of daily travel costs from Network Rail's offices to the designated project office; and
 - (vi) hotel and restaurant bills and other subsistence expenses associated with such travel including costs on temporary assignments to the Company, in accordance with Network Rail's then current personnel policies;
- (c) costs incurred that are associated with consultants, subcontracts and other outside services and facilities to the extent not included elsewhere within this Schedule;
 - (d) training courses specifically relating to the Works;
 - (e) any VAT chargeable;
 - (f) technical, commercial, professional and legal fees, costs and disbursements in connection with the Works;
 - (g) any supplemental leases, licences and other documentation entered into by Network Rail and relating to the Services, including all legal and other costs, charges, and expenses incurred by Network Rail in connection with the preparation, negotiation and enforcement of the same;
 - (h) any sums payable by Network Rail pursuant to Conditions G or H of the Network Code or Schedule 4 or Schedule 8 of any Track Access Agreement or the equivalent provisions of a Freight Access Agreement where the same arise in connection with the carrying out or completion of the Works or the subsequent operation of the completed Works; and
 - (i) any other disbursements or expenses incurred by Network Rail in connection with the Works under this Agreement which are not expressly set forth herein.

3. HOURLY RATES

Banding	Non London	London
1	£147.48	£151.29
2	£108.44	£112.26
3	£80.69	£84.50
4	£56.38	£60.22
5	£45.11	£48.93
6	£35.56	£39.39
7	£29.51	£33.35
8	£23.43	£27.24

4. ADJUSTMENT OF HOURLY RATES



- 4.1 Network Rail shall adjust the Hourly Rates annually on 1st April to reflect the increase in the Retail Price Index for the year ending the preceding November.

5. REVIEW

- 5.1 As from time to time requested by the Customer, Network Rail shall provide to the Customer reasonable access to and evidence and records of all amounts payable by the Customer under this Schedule (other than the Hourly Rates), which may be reviewed and audited by or on behalf of the Customer.

New CPA Request Form

Use this form if you require a CPA setting up

Current Details		
Contract Title:	M4 J3 - 8/9 Managed Motorway ALR BAPA - Bridge Inspection -BHL	
Vendor Code Reference if known	20361	
Supplier Name:	Network Rail	
Supplier Location:	Western House, 1 Holborn Way, Swindon, Wiltshire	
Contract Start Date (or estimate):		
Contract End Date (or estimate):	Feb 2014	
Contract Value:	£3272.09 not inc. VAT	
File Reference:		If applicable
Project PIN:	514451	If applicable
Cost Centre:	3060	
Business Case/Reasons for New CPA If applicable		
<p>Please provide a brief overview of the purpose of the contract & Attach the relevant HAPM form</p> <p>Please see attached Basic Asset Protection Agreement (BAPA) relating to GW8040 Bridge Inspection at M4 Motorway</p>		
Authorising Signatures		
Project Sponsor/ Requester (Cannot be same as Financial Approver) Julie Lewis	Signature 	Date 7-8-13
<p>I hereby confirm that funds are available from within my budget to pay for this work</p> <p style="text-align: center; background-color: #e0e0e0;">Please answer the following questions and sign below</p>		
<p>1. I confirm that funds are available from within my budget to pay for this work <input checked="" type="checkbox"/></p> <p>2. I confirm that my financial delegation level is £ <u>3m Spex</u> and that this is sufficient to authorise this expenditure. <u>ADVANCED SUS. NO DISC.</u> <input checked="" type="checkbox"/></p> <p>3. I confirm that all the necessary financial approvals including the ICF approval have been obtained and appropriate documentation completed <input checked="" type="checkbox"/></p> <p>4. If ICF approval is not required please explain why below</p> <p style="text-align: center; font-size: 1.2em;"><i>Confirmed by Julie Lewis.</i></p>		
Financial Approver (Cannot be same as Project Sponsor/Requester)	Signature 	Date 13-8-13

Please ensure that you have attached all appropriate documentation to support your request.

GENERAL GUIDANCE ON THIS FORM

WHO TO SEND THE FORM TO:

Major Projects:	Georgina Sharpe/Denis Bokej/Cat Bensley/Susan Wheeler /Laura Teague
Network Delivery:	Leeds/Manchester – Dave Harvey/Laura Watson (Roads), Colin Jones/Julie Askham (Non-Roads)
	Birmingham – Keith Mason/Steve Bissell
	Bristol/Exeter – Louise Emler / John Templar / PSW.OPS Inbox
	Bedford – Steve George
	Dorking – Gay McBride, Laurence Potts
Network Delivery (Traffic Technology):	Neil Hawkings / PSW.OPS Inbox
All Other Procurement Areas:	Central Purchasing Team Inbox

INVESTMENT CONTROL FRAMEWORK (ICF)

The section of the form referring to financial approvals, including ICF approval, must be fully answered before the request to increase the CPA can be considered. If ICF approval is not required, then the reason why **must** be given before the request can be considered by the procurement division.

FOR PROCUREMENT USE ONLY BELOW THIS LINE

Ensure that there are no other CPAs set up for this, or that it isn't already part of another framework.

Request completed correctly with the necessary documents attached? YES / NO

CPA Number: _____ **Date setup on Sfm:** _____

BPA Number: _____

Award Letter Issued _____ **Recorded on PIMS** _____

Additional comments:

Signature: _____

Date: _____

Name in Capitals: _____

Our ref:
Your ref:

Chris Taylor

cc: HAB
MP DDs
Louis Brabant

Peter Adams
Director of Major Projects
Woodlands
Manton Lane
Manton Industrial Estate
Bedford MK41 7LW

Direct Line: 01234 796614

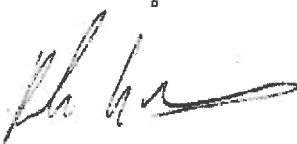
2 August 2013

Dear Chris

Delegated Authority from Friday 2 August 1pm to Tuesday 20 August

This letter delegates to you authority, including my delegated authority, to act in my absence in any matter requiring a decision or action from the Major Projects Director. My period of absence is from Friday 2 August 1pm to Tuesday 20 August.

Yours sincerely



Peter Adams

