

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
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Level 2

Business Process

Asset Protection and Optimisation Management of Outside Party Works

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Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

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This Network Rail document contains colour-coding according to the following Red–Amber–Green classification.

Red requirements – no variations permitted

- Red requirements are to be complied with and achieved at all times.
- Red requirements are presented in a red box.
- Red requirements are monitored for compliance.
- Non-compliances will be investigated and corrective actions enforced.

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- Amber requirements are to be complied with unless an approved variation is in place.
- Amber requirements are presented with an amber sidebar.
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- Guidance should be followed unless an alternative solution produces a better result.
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- Guidance is not monitored for compliance.
- Alternative solutions should be documented to demonstrate effective control.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

Compliance

This Network Rail standard/control document is mandatory and shall be complied with by Network Rail Infrastructure Limited, its contractors and Outside Party customers from 5 June 2021.

Where it is considered not reasonably practicable¹ to comply with the requirements in this standard/control document, permission to comply with a specified alternative should be sought in accordance with the Network Rail standards and controls process, or with the Railway Group Standards Code if applicable.

If this standard/control document contains requirements that are designed to demonstrate compliance with legislation they shall be complied with irrespective of a project's Governance for Railway Investment Projects (GRIP) stage. In all other circumstances, projects that have formally completed GRIP Stage 3 (Option Selection) may continue to comply with any relevant Network Rail standards/control documents that were current when GRIP Stage 3 was completed. For those not following the GRIP framework NR/L2/INI/P3M/101 the Route Asset Protection and Optimisation team will help and support Outside Parties through the delivery process and provide advice on relevant standards and/or legislation to be considered.

NOTE 1: *Legislation includes Technical Specifications for Interoperability (TSIs).*

NOTE 2: *The relationship of this standard/control document with legislation and/or external standards is described in the purpose of this standard.*

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¹ This can include gross proportionate project costs with the agreement of the Network Rail Assurance Panel (NRAP).

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

Issue record

Issue	Date	Comments
1	06 March 2021	New Standard

Reference documentation

Network Rail Standards

NR/L1/CIV/094	National Asset Protection and Optimisation Delivery Framework
NR/L2/MTC/089	Arrangements for the Exchange of Asset Data and the Continuing Maintenance of Assets Undergoing Change
NR/L2/INI/02009	Engineering Management for Projects
NR/L2/INI/02009/01	Roles, responsibilities and accountabilities
NR/L2/OHS/0044	Planning and Managing Construction Work
NR/L2/OHS/0047	Application of the Construction (Design and Management) Regulations to Network Rail Construction Projects
NR/L2/RSE/100/03	The application of the interoperability regulations for infrastructure projects
NR/L2/RSE/100/02	Application of the Common Safety Method for Risk Evaluation and Assessment
NR/L2/OPS/202	Principles, Timescales and Functional Responsibilities for Engineering Work, Access and Heavy Resource Planning
NR/L2/INF/02202	Records Management of Health and Safety Files
NR/L2/OHS/019	Safety of people at work on or near the line
NR/L2/PRO/001	Property Clearance Process

Other Network Rail Documents

- Network Rail Health and Safety Management System (HSMS)
- Stakeholder Relations Code of Practice
- Commitments Policy
- Governance Control Framework

Legislation

This standard/control document has been reviewed to confirm it complies with the following legislation:

- Health and Safety at Work Act

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

- Management of Health and Safety at Work Regulations
- Railways and Other Guided Transport Systems (Safety) Regulations (ROGS)
- Workplace Health and Safety Welfare Regulations
- Construction (Design and Management) Regulations (CDM)
- The Railways (Interoperability) Regulations
- The Railways (Interoperability) Amendment Regulations (statutory instrument 367)
- L59 Guide to the Approval of Railway Works, Plant and Equipment
- HSG 141 Electrical Safety on Construction Sites
- HSG 153/1 to 6 Railway Safety Principles and Guidance
- HSG 224 Managing Health and Safety in Construction (ACOP and Guidance)
- Commission Implementing Regulation (EU) 402/2013
- Health and Safety Executive: Control of Asbestos Regulations

Compliance with this business process standard/control document does not, on its own, provide compliance with the legislation listed.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

Contents

1 Purpose	8
2 Scope	8
3 Roles and Responsibilities	9
3.1 Table 1 RACI	9
3.2 Head of Asset Protection and Optimisation	10
3.3 Network Rail Interface Manager (NRIM)	10
3.4 Commercial Manager The commercial manager is responsible for:	10
3.5 ASPRO Construction Manager	11
3.6 Asset Protection Engineer	11
3.7 Outside Party	11
3.8 Principal Contractor	12
3.9 Principal Designer	12
4 Terms, Definitions and Abbreviations	13
Table 2 - Terms	15
Table 3 – Abbreviations	16
5 Outside Party Asset Protection & Optimisation Business Process	17
Figure 1 Asset Protection end-to-end process for Outside Party schemes: Customer Engagement	17
Figure 2 Asset Protection end-to-end process for Outside Party schemes: ASPRO supporting delivery	18
6 Initial Engagement	19
7 Project Initiation	19
8 Project Start-up	20
9 Project delivery phase	21
9.1 Design	21
9.2 Pre-Construction	21
10 Construction Phase	22
11 Completion	23
11.1 Construction completion	23
11.2 Project completion	23
11.3 Commercial completion	24
11.4 Service Levels and Customer Satisfaction	24
11.5 Escalation	24
12 Railway and other legislation	24
12.1 CDM on Outside Party works	24

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

12.2 Common Safety Method for Risk Evaluation and Assessment Regulation (CSM-RA).....25

12.3 Railway (Interoperability) Regulations 25

13 Arrangements for the Exchange of Asset Data and the Continuing Maintenance of Assets Undergoing Change (NR/L2/MTC/089) 26

Appendix A Example of Estimation 27

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

1 Purpose

The purpose of this business process is to support the mitigation of potential risks imported to Network Rail (NR) infrastructure by Outside Party organisations. These Outside Parties may present risks when working on, near, over or under the infrastructure therefore the Asset Protection and Optimisation (ASPRO) function should evaluate what level of control is required.

Potential risks could be imported to the railway infrastructure from a multitude of Outside Party works including (and not limited to) the following:

- An adjacent landowner working within their own property boundary, which may include works to the property boundary;
- The relevant Highways Authority building a road bridge over the railway in accordance with an Air Rights provision and a Bridge Agreement;
- A Utility company installing an undertrack crossing in accordance with a Wayleave to carry a main sewer

This business process supports NR/L1/CIV/094; National Asset Protection and Optimisation (ASPRO) Delivery Framework.

This business process is to be read in conjunction with NR/L2/OHS/0047; Application of the Construction (Design and Management) Regulations to Network Rail Construction Projects.

2 Scope

This business process applies to all pre-planned Outside Party works being undertaken where Network Rail is not the Client, including the Asset Protection assurance of works being undertaken by an Outside Party.

An Outside Party is an individual, member of the public or organisation other than Network Rail which promotes, funds, designs, constructs, owns and maintains the works but will not physically change the operation of railway infrastructure however will interface with the railway infrastructure.

This business process sets out requirements for the application of Asset Protection controls to be established when Outside Parties wish to specify, manage and/or deliver projects on, near, over or under Network Rail's Managed (or leased) Infrastructure.

This business process sets out Network Rail's accountabilities and responsibilities to discharge its duties as Infrastructure Manager.

This Standard does not apply to:

- Projects where NR is the Client under Construction (Design and Management) Regulations 2015 (CDM).
- Third Party projects carried out which are designed to improve or alter any Network Rail asset or the operation of any assets. The requirements for these projects are covered within NR/L2/CIV/095.
- Emergency works which require an immediate operational response. These works should be directed to the relevant Route Control Manager.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

3 Roles and Responsibilities

3.1 RACI

<p>R – Responsible is the person or people who are responsible for performing a certain task or action.</p> <p>A – An Accountable person is one who has overall accountability to make sure that a task or action is completed.</p> <p>C – Consulted people have an input into the task or action, this can be providing information, reviewing documents or attending workshops etc.</p> <p>I – Informed people are those who receive the output of a task or process.</p> <p>* Denotes option for delegation</p>		Head of ASPRO	ASPRO Interface Manager	Asset Protection Engineer	Commercial Manager	Construction Manager	Asset Owner
1.	Managing initial enquiry	A	R	I	C		
2.	Register enquiry as ASPRO project	A	R		C		I
3.	Appoint ASPRO lead	A, R	I	I, C		I	I
4.	Establish client requirements	A	R	I		I	C
5.	Check that the Property Clearance process is in progress	A	R	C			C
6.	Select and agree an appropriate ASPRO Agreement	A, R	C		C		
7.	High level cost estimation	A	R	C		C	
8.	Investment Authority	A	R	I			
9.	Authority to Enter into Principal Agreement	A	R		C		
10.	Complete appropriate ASPRO Agreement	A	R		I		
11.	Manage contract in accordance with Outside Party Asset Protection Agreement terms	A	R	C	R		
12.	Explain NR processes, delivery options and documentation requirements	A	R	C		I	I
13.	Work with Client to confirm CSM proposer	A	R	C		I	
14.	Work with Client to confirm CDM roles	A	R	C		I	
15.	Assessment of scope and programme	A	R	C		C	I

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

16.	Create high level project remit	A	R	C			
17.	Agree AIP design*	A	R	R		R	C
18.	Start AMP Process*	A	R	C		C	C
19.	Agree detailed design*	A	R	R		R	C
20.	Agree construction details, temporary works designs and methodology	A	R	R		R	
21.	Carry out railway safety supervision and construction assurance	A	R	C		R	
22.	Close out AMP*	A	R	C		C	R
23.	Final account and close out	A	R	I	I		I
24.	Send customer satisfaction surveys	A	R				

Table 1 – RACI Chart

* These steps will only apply to a limited amount of Outside Party schemes that either temporarily or permanently impact the operational infrastructure, or have the capacity to affect assets that are adjacent to, but not the subject of, the project works (e.g. Under Track Crossings – UTX) as defined in the NR/L2/MTC/089 standard.

3.2 Head of Asset Protection and Optimisation

The Head of Asset Protection and Optimisation (ASPRO) is accountable for the ASPRO delivery elements of Outside Party projects and will discharge the responsibilities of these duties to their teams based on their organisational structure and the complexity of the proposed scheme.

3.3 Network Rail Interface Manager (NRIM)

The Network Rail Interface Manager is appointed by a Head of ASPRO and is responsible for acting as the focal point for Network Rail (NR), supporting and advising that Outside Party schemes are taking consideration of this business process standard, the project brief and other relevant Railway Group Standards and Network Rail Company Standards.

NOTE: The role of NRIM can be fulfilled by a number of different job titles depending on the organisational structure of the area of the business supporting the Asset Protection (e.g. Project Manager, Scheme Interface Manager, Construction Manager, Assistant Construction Manager etc)

The NRIM is responsible for acting as the liaison between both the Outside Party and Network Rail to maintain local relationships and facilitate access for any potential NR maintenance within and around the projects site of work.

3.4 Commercial Manager

The Commercial Manager is responsible for:

- a) Notifying the Head of ASPRO in the event of any non-compliance or breach of the Outside Party ASPRO Agreement, in order that any contractual remedies may be applied;

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

- b) Notifying the Head of ASPRO of any change to the proposed cost forecast and / or the potential need to agree a variation to the funding agreement between NR and the Customer;
- c) For invoicing the customer in accordance with the relevant Outside Party Asset Protection agreement.

3.5 ASPRO Construction Manager

The ASPRO Construction Manager maintains Network Rail's site representation to assure compliance to the Safe System of Work Pack and agree construction methodology. The ASPRO Construction Manager will also provide construction superintendence and assurance of the Outside Party scheme. Network Rail does not undertake clerk of works duties, but superintendence, providing rail safety staff as necessary in accordance with safe system of works plan, and also assures any temporary works designs are correctly installed.

NOTE: The role of NRI can be fulfilled by a number of different job titles depending on the organisational structure of the area of the business supporting the Asset Protection (e.g. Project Manager, Scheme Interface Manager, Construction Manager, Assistant Construction Manager etc)

3.6 Asset Protection Engineer

The Asset Protection Engineer will fulfil the role of Project Engineer (PE) or Designated Project Engineer (DPE) on Outside Party projects and work in accordance with the roles, responsibilities and accountabilities as detailed in NR/L2/INI/02009; Engineering Management for Projects (NR/L2/INI/02009/01; Roles, responsibilities and accountabilities).

NOTE 1: The Asset Protection Engineer may also fulfil the role of Departmental Engineering Manager (DEM) as agreed with their Head of Asset Protection & Optimisation.

NOTE 2: Clients are not mandated to submit documents in the format as prescribed by NR/L2/INI/02009 although it is preferable from Network Rail's standpoint as it creates a structured way of taking an idea through design to implementation. The format of deliverables can be agreed between the DPE and the Outside Party at the outset and any document submitted is to be reviewed based on its merits and its engineering validity.

3.7 Outside Party

Key activities that the Outside Party is responsible for:

- a) Initial scope definition and identification of potential railway impacts
- b) Undertaking the role of Client as detailed in the CDM Regulations; and as part of this appoint designers and/or contractors that have the necessary level of competence for carrying out the work in close proximity or within the railway environment
- c) Undertaking the role of Proposer as detailed in Common Safety Method for Risk Evaluation and Assessment Regulations (CSM-RA);
- d) Acting in accordance with Outside Party ASPRO Agreement(s).
- e) Comply with relevant planning laws and regulations where necessary and assuring that appropriate property agreements / licences (where required) are in place before commencement of works.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

3.8 Principal Contractor

A contractor appointed by the client to manage the construction phase on projects with more than one contractor. The principal contractor's duties are defined in CDM and include to plan, manage, monitor and coordinate health and safety during this phase, when all construction work takes place. The principal contractor will have the required level of competence in carrying out the work but doing so adjacent to or within the railway environment.

3.9 Principal Designer

A designer appointed by the client to control the pre-construction phase on projects with more than one contractor. The principal designer's duties are defined in CDM and include to plan, manage, monitor and coordinate health and safety during this phase, when most design work is carried out. The principal designer will have the required level of competence in carrying out the work but doing so adjacent to or within the railway environment.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

4 Terms, Definitions and Abbreviations

For the purpose of this document, the terms and definitions in Table 1 apply and the abbreviations in Table 2 apply.

Term	Definition
ASPRO Agreements	<p>Contractually binding document signed by Network Rail and the Outside Party setting out the relationship between the parties, their respective rights and obligations.</p> <p>NOTE 1: ASPRO agreements include; Outside Party Asset Protection Agreement, Outside Party Basic Asset Protection Agreement. These are available from Corporate Commercial.</p> <p>NOTE 2: In addition to health and safety terms, the Agreement contains commercial, operational and engineering terms, and includes the provision (including standards) for the protection of Network Rail's interests during the course of the works.</p>
Asset Management Plan (AMP)	<p>Clear description of the roles and responsibilities of all parties involved with ongoing maintenance and how the interfaces between them are managed, and which assets are within the scope of the works and which should remain the responsibility of Network Rail, including not only assets that are to be directly worked upon, but also others that may be affected by the works.</p> <p>Define when any training, as built drawings, weld certificates, testing and commissioning certificates, operating and maintenance manuals and other deliverables as appropriate are to be provided by the Outside Party.</p> <p>NOTE: The AMP process in accordance with NR/L2/MTC/089 will only apply to a limited amount of Outside Party schemes that impact the operational infrastructure (e.g. Under Track Crossings – UTX). Where this process has been agreed to be used between Network Rail and Client then ASPRO will support as defined in the NR/L2/MTC/089 standard.</p>
Asset Owner	Asset Owner is a generic term referring to the route/regional roles covering the safe and responsible management of the assets within their specific route/region.
Client	<p>An organisation or individual having a construction project carried out in connection with a business.</p> <p>NOTE 1: The CDM regulations apply to both domestic and commercial clients. This guidance document is for commercial clients.</p> <p>NOTE 2: The outside party (as per below definition) holds the role of the client in outside party projects</p> <p>A client has responsibility to make suitable arrangements for managing a project.</p>

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

Term	Definition
Network Rail Managed Infrastructure	<p>Infrastructure that falls within the boundaries of Network Rail's operational railway, including its permanent way or other means of supporting or guiding vehicles and plant used for signalling or exclusively for supplying electricity for operational purposes to Network Rail's operational railway.</p> <p>NOTE: Structures such as tunnels, bridges, viaducts, underpasses, property and assets leased to others that are deemed to form part of Network Rail Managed Infrastructure only in relation to their potential to transfer risk onto, or from, the operational railway.</p>
Network Rail Interface Manager (NRIM)	<p>The role of NRIM is not an official Network Rail job description, this role could be fulfilled by a number of different job titles depending on what area of the business is supporting the Asset Protection for the Outside Party or the size/complexity of the scheme (e.g. Project Manager, Scheme Interface Manager, Construction Manager, Assistant Construction Manager etc) This will be decided by the route/regional team based on their organisation structure.</p>
Outside Party	<p>An individual, member of the public or organisation other than Network Rail which promotes, funds, designs, constructs, owns and maintains the works but does not physically change the operation of railway infrastructure and does interface with the railway infrastructure</p> <p>NOTE 1: Outside Parties may include Local Authorities, Statutory Undertakers, builders and private owners.</p> <p>NOTE 2: Examples of Outside Party Works may include:</p> <ol style="list-style-type: none"> 1. An adjacent landowner working within their own property boundary, which may include works to the property boundary. The relevant Highways Authority building a road bridge over the railway in accordance with an Air Rights provision and a Bridge Agreement; 2. A Utility company installing an undertrack crossing in accordance with a Wayleave to carry a main sewer.
Pre-construction information	<p>The information provided by the client to designers and contractors who may be bidding for the Works.</p> <p>NOTE: The information is the project specific health safety and environmental information needed to identify the hazards and risks associated with the design and construction work.</p>
Project brief	<p>A document detailing the scope of the ASPRO services and support for the Outside Party project. This will be developed using the initial scope definition and any other scoping documentation related to the project. The Project Brief is regularly reviewed and updated as the project progresses.</p>

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

Term	Definition
Third Party (for information purposes only – see standard CIV/095)	<p>Organisation other than Network Rail intending to undertake works that physically change or impact the operation, assets, design or other functionality of Network Rail's infrastructure.</p> <p>NOTE: <i>Third Parties include Train and Freight Operating Companies and Station Operators, regional local authorities, the Department for Transport (DfT), DBFO (Design, Build, Finance Operate), Private Finance Initiatives, commercial developers.</i></p>
Construction Methodology	<p>Document describing what works will be undertaken, including how significant risks identified arising from the works will be controlled, this includes construction methods statements and risk assessments.</p>
Implementation programme	<p>The programme for the carrying out and completion of the works as agreed between Network Rail and the Outside Party in accordance with the Outside Party ASPRO Agreement.</p> <p>NRIM works with the Outside Party support their submission of a detailed Implementation Programme for approval in principle by Network Rail.</p> <p>Network Rail's ability to provide the Services in accordance with the Implementation Programme is dependent upon the Customer meeting the agreed Implementation Programme.</p>

Table 2 Terms and Definitions

Ref:	NR/L2/CIV/096
Issue:	1
Date:	6 March 2021
Compliance date:	5 June 2021

Abbreviation	Meaning
AMP	Asset management Plan
ASPRO	Asset Protection and Optimisation
BAPA	Basic Asset Protection Agreement
CSM-RA	Common Safety Method for Risk Evaluation and Assessment Regulations
DEM	Departmental Engineering Manager
DPE	Designated Project Engineer
H&S	Health and Safety
IEQ	Initial Enquiry Questionnaire
OLE	Overhead line equipment
NRAP	Network Rail Assurance Panel
NR	Network Rail
ROGS	The Railway and Other Guided Systems (Safety) Regulations
SRP	System Review Panel
URX	Under Track Crossing

Table 3 – Abbreviations

Ref:	NR/L2/CIV/095
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

5 Outside Party Asset Protection & Optimisation Business Process

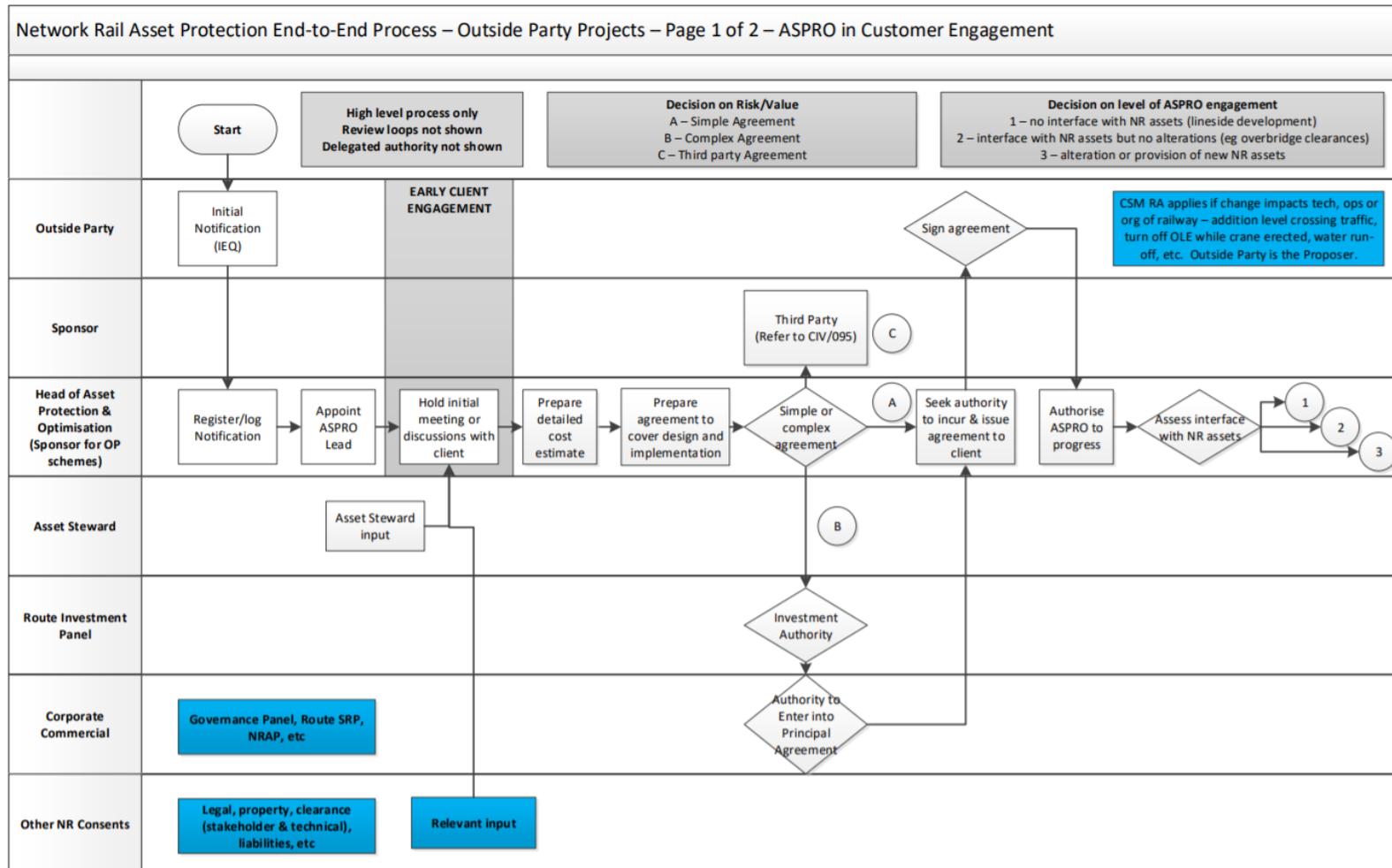


Figure 1. Asset Protection end-to-end process for Outside Party schemes: Customer Engagement

Ref:	NR/L2/CIV/095
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

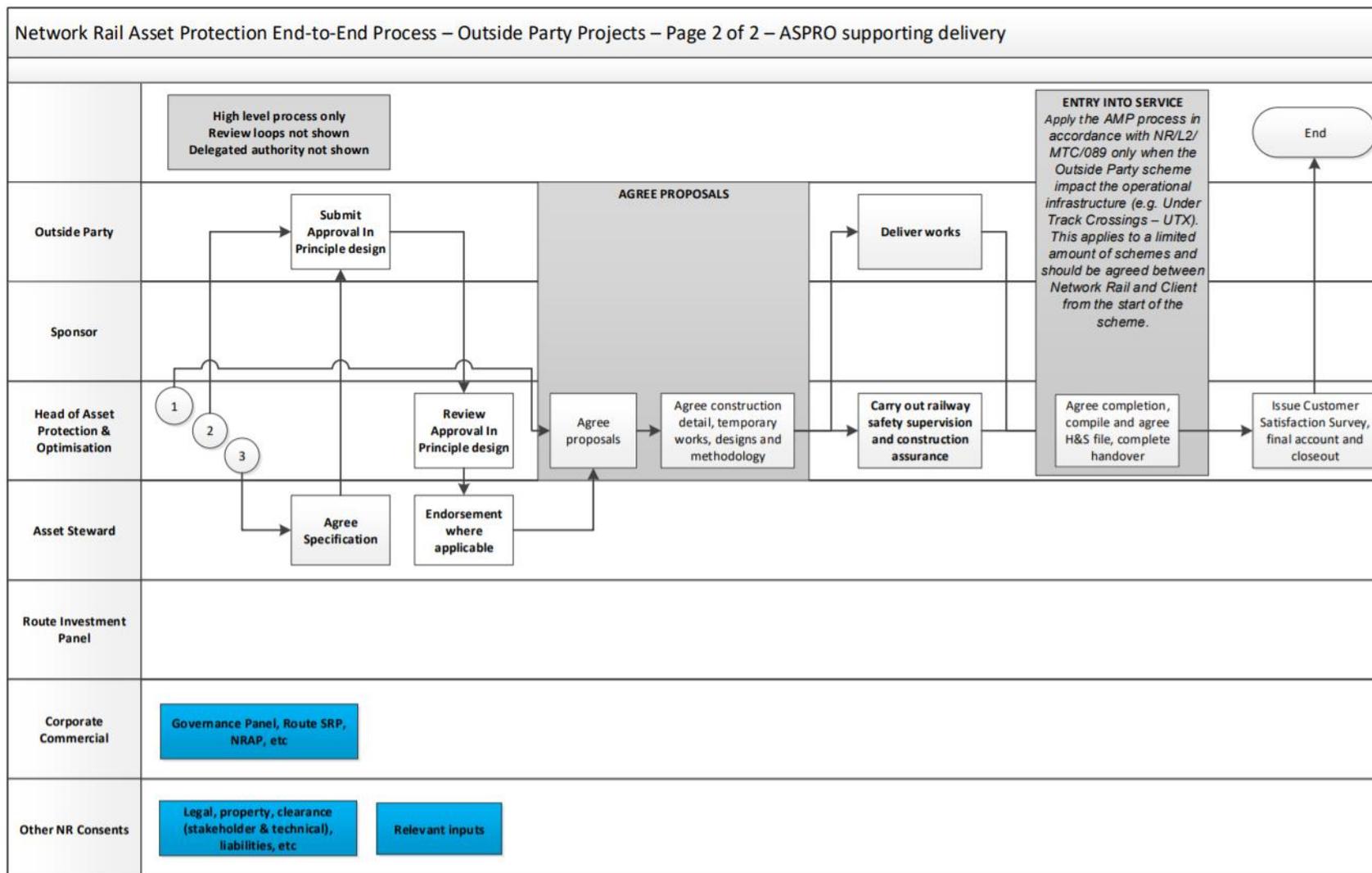


Figure 2. Asset Protection end-to-end process for Outside Party schemes: ASPRO supporting delivery

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

6 Initial Engagement

As part of the initial engagement process as highlighted in Figure 1 the ASPRO team shall advise an Outside Party to complete and submit an initial enquiry questionnaire (IEQ). The ASPRO team shall then be in a position to review all the relevant information regarding their proposed scheme and advise the Outside Party on the level of ASPRO support required. Once this has been received by the ASPRO team we shall reply to the Outside Party following the timescales set out within our service level commitments.

NOTE 1: A copy of the IEQ is available on the Network Rail Asset Protection & Optimisation website.

NOTE 2: Currently ASPRO service level commitments are only mandated for third party schemes, however best practice is to aim for a consistent approach for all ASPRO customers. ASPRO service level commitments can be found on the Network Rail Open for Business website.

7 Project Initiation

On initial contact from the Outside Party their proposal shall be reviewed by the ASPRO team and initial contact made. If ASPRO support is required then an appropriate NR Interface Manager (NRIM) shall be assigned to the project by the Head of ASPRO.

The NRIM shall confirm whether property clearance processes are required for the project and notify the Outside Party once they are completed.

NOTE 1: see NR/L2/PRO/001 Property Clearance Process.

The NRIM shall create a project brief. It shall include the arrangements for:

- a) co-ordination and liaison with the Outside Party; and
- b) adequate Outside Party ASPRO Agreements (e.g. Outside Party BAPA) to be drawn up by which the Outside Party works shall be progressed;
- c) identifying the initial extent of ASPRO involvement/Scope of Services.

The Project brief shall be issued to the Head of ASPRO containing the initial requirements, responsibilities and scope of services known at this stage. This shall be reviewed and agreed by the Head of ASPRO.

NOTE 2: The NRIMs role is to support the day to day activity of the Outside Party scheme from a Network Rail safety and assurance perspective.

The NRIM shall provide the estimated cost, based on the Outside Party project requirements and communicate this to the Outside Party. This shall include a detailed breakdown of hours, rates and assumptions.

NOTE 3: see Appendix A for best practice example.

The Head of ASPRO shall put in place an appropriate form of contractual agreement with the Outside Party (e.g. Outside Party BAPA) in accordance with the Delegation of Authority Policy, Commitments Policy and Governance Control Framework.

The NRIM shall provide a copy of the agreement to the Outside Party for sign off, once signed and returned the NRIM will gain signature from the Network Rail person with the relevant delegated authority (e.g. Head of ASPRO).

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

The NRIM shall support the Outside Party throughout their scheme and act as the day to day single point of contact.

NOTE 4: *The single point of contact should have the necessary competence and resources, or have access to such additional competence, resources and advice as may be necessary, to discharge the responsibilities of the role regardless of which function they are aligned to.*

NOTE 5: *The NRIM can provide guidance to the Outside Party to support their CDM strategy, but the responsibilities under CDM do not apply to ASPRO in Outside Party schemes.*

8 Project Start-up

Network Rail shall appoint the relevant internal roles and accept the Outside Party roles in accordance with NR/L2/INI/02009.

The NRIM shall arrange and facilitate an initial project 'kick-off' meeting with the Outside Party to determine:

- a) the day to day coordination and liaison arrangements;
- b) the format and frequency of meetings and reporting;
- c) the project management methodology;
- d) the products required for project and technical assurance;
- e) the requirements management process;
- f) the change control process;
- g) the document management process and system;
- h) implementation programme; format and frequency;
- i) any other requirements relevant to the project.

The NRIM shall highlight to the Outside Party that the ASPRO Agreement includes:

- a) all planned access and possession arrangements as well as isolations are to be arranged by ASPRO NRIM in compliance with advance notice responsibilities for access planning in accordance with NR/L2/OPS/202.
- b) that a Network Rail Responsible Manager shall be appointed in accordance with NR/L2/OHS/019;
- c) that the Works shall be designed and carried out in accordance with all applicable laws, any Planning Permission granted for the Works, any requirements stipulated by Network Rail that take cognisance of our contractual, statutory and Network Licence obligations and any approvals, acceptances or consents and any standards relating to the works.
- d) that the Customer shall prepare a Programme and provide a copy to Network Rail prior to Works commencement in sufficient time to enable Network Rail to perform the Services.
- e) that the Customer is to use reasonable skill and care when designing the Works.
- f) that the Customer shall carry out the Works without negatively impacting upon the safety, structure or operation of the Railway and/or persons or property near the Railway.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

- g) that Network Rail shall provide the Customer with details of the Site Constraints within a reasonable period of time to enable the Customer to design the Works in compliance with the same.
- h) any necessary property licences (such as land rights, easements or wayleaves) are subject to separate arrangements and costs and covered under separate Property legal Agreements

9 Project delivery phase

9.1 Design

Before design work starts, the NRIM shall work with the Outside Party to establish the deliverables appropriate to the scheme.

For projects not following GRIP the NRIM shall work with the Outside Party to agree appropriate equivalent deliverables.

NRIM in consultation with the Asset Protection Engineer shall specify the extent to which Network Rail may review the designs prepared by the Outside Party. Design reviews and response to technical queries shall be provided by the ASPRO team and feedback shall be through the NRIM to the Outside Party.

The NRIM shall collate and issue the Network Rail input to the Outside Party pre-construction information pack.

All planned access, possessions and isolations shall be arranged by ASPRO on behalf of the Outside Party. All arrangements shall comply with advance notice responsibilities for access planning in accordance with NR/L2/OPS/202.

9.2 Pre-Construction

Before construction work starts, the NRIM shall:

- a) obtain the Construction Methodology from the Principal Contractor;
- b) review and respond to the Construction Methodology in conjunction with the Asset Protection Engineer and Construction Manager.

If satisfied the works shall not introduce unacceptable system or health and safety risks to Network Rail Infrastructure, the NRIM shall confirm acceptance of the Construction Methodology.

Where the Network Rail infrastructure will be impacted by the works, the NRIM shall work with the Principal Contractor to arrange a Dilapidation Survey in accordance with NR/L2/MTC/089 (e.g. UTX)

The NRIM shall work with the Outside Party to evaluate the proposed activities for the scheme. This will determine the level of on-site safety monitoring required. Where work activities are taking place on or near the line, a safe system of work shall be recorded in a safe work pack and reviewed and approved in accordance with NR/L2/OHS/019.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

The NRIM shall request from the Outside Party their formal monitoring, inspection and review programme, providing assurance that work is carried out in accordance with the accepted Safety and Environment Strategy and Construction Methodology.

NOTE: For arrangements relating to Engineering Access required for the survey refer to NR/L1/CIV/094.

10 Construction Phase

During construction work, the NRIM shall:

- a) manage change control of the accepted Construction Methodology;
- b) confirm ongoing asset maintenance during the period of the Outside Party works are carried out in accordance with an Asset Management Plan;

NOTE 1: This should include the relevant Asset Owner and Station Facilities Operator and Local Authority if required.

- c) confirm that the Asset Management Plan includes arrangements for Network Rail maintenance personnel to be granted access into areas controlled by the Principal Contractor under the CDM Regulations.

NOTE 2: This should be completed in accordance with NR/L2/MTC/089; Arrangements for maintenance of new and changed assets. This will only apply to a limited number of Outside Party schemes that impact the operational infrastructure (e.g. UTX)

Where work activities are taking place on or near the line, the ASPRO team shall monitor the work activity in accordance with the agreed safe system of work.

NOTE 3: ASPRO manage the safe system of work and monitor the Outside Party work activities that are taking place supported by it.

During the construction phase the NRIM shall request regular progress updates on the works from the Principal Contractor in accordance with the Outside Party ASPRO Agreement.

NOTE 4: Any changes to timescales, which may impact on the arrangements for the health and safety of the workforce, railway operations, passengers or members of the public, should be specifically drawn to their attention.

Emergency arrangements shall be detailed in the Construction Methodology. The NRIM shall obtain from the Principal Contractor the arrangements to stop work immediately in emergency situations.

NOTE 5: The Principal Contractor has a duty to stop work in an emergency situation under Health and Safety at Work Act.

The NRIM shall support the Principal Contractor to coordinate assurance activities to confirm that the works, including any asset maintenance for which the Principal Contractor is responsible, are carried out in accordance with the Outside Party ASPRO Agreements. This shall be done in conjunction with the accepted design and Construction Methodology.

NOTE 6: These assurance activities satisfy the Outside Party and ASPRO (e.g. monitoring, inspection, testing, audit and supervision).

The NRIM shall support the Outside Party processes to manage the correction by the Principal Contractor of any sub-standard work identified that could impact upon Network Rail Infrastructure or Operations. The consequences of the adverse effects

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

of changes to timescales upon possession planning and other projects shall be the responsibility of the Outside Party.

The Network Rail Construction Manager shall determine on the basis of rail related risk and performance the frequency of assurance and on-site monitoring, to all or part of the works in order to discharge Network Rail's duties as Infrastructure Manager and to assess the Principal Contractor's compliance with Construction Methodology.

Network Rail shall have the right to carry out and/or validate any formal in-process and post-completion tests and inspections of any works, or element of the works to confirm their compliance with their approved/accepted design in accordance with the Outside Party ASPRO Agreement.

The Network Rail Construction Manager, in conjunction with the Designated Project Engineer, shall check that non-compliances identified through Network Rail's assurance activities are corrected by the Principal Contractor.

NOTE 7: *Non-compliances can be identified against the accepted design, accepted Construction Methodology, accepted Construction Phase Plan, relevant Railway Group Standards or Network Rail Company Standards.*

Where Network Rail identifies and confirms a non-compliance that could affect the safety of the railway, the NRIM shall instruct the Principal Contractor to suspend or terminate work and take immediate action to correct the non-compliance.

The NRIM shall advise that the Principal Contractor make arrangements for the removal of all debris, plant, equipment and materials from site as outlined in the Outside Party ASPRO Agreement:

1. on completion of the works;
2. as necessary during the works, and
3. for maintaining it secure from trespass and vandalism.

11 Completion

11.1 Construction completion

The NRIM shall co-ordinate a site visit or completion report with the Outside Party to agree works have been completed in accordance with NR/L2/MTC/089 and the Outside Party Asset Protection Agreement.

NOTE 1: *The NRIM is responsible for confirming a visit is carried out but does not necessarily have to attend as they may delegate this responsibility.*

NOTE 2: *On small scale projects, the site visit may be undertaken at the same time as the works and does not necessitate the need for further site visits.*

NOTE 3: *NR/L2/MTC/089 will only apply to Outside Party schemes that either temporarily or permanently impact the operational infrastructure, or have the capacity to affect assets that are adjacent to, but not the subject of, the project works (e.g. UTX)*

11.2 Project completion

The NRIM shall work with the Outside Party to follow the Close Project process in accordance with NR/L2/MTC/089 and the Outside Party ASPRO Agreement for schemes that impact the operational infrastructure.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

NOTE: NR/L2/MTC/089 will only apply to Outside Party schemes that either temporarily or permanently impact the operational infrastructure, or have the capacity to affect assets that are adjacent to, but not the subject of, the project works (e.g. UTX)

The NRIM shall obtain as-built drawings and other relevant information from the Outside Party and submit them to National Records Group in accordance with NR/L2/INF/02202.

If a project constitutes a change to the National Hazard Directory, the NRIM shall submit a Safety and Environmental Hazard Notification Form to the relevant Workforce Health & Safety Advisor detailing the description of the hazard / change.

11.3 Commercial completion

The NRIM shall confirm to the Head of ASPRO that the agreed ASPRO services are complete.

At the end of the project the NRIM shall close the Outside Party ASPRO Agreement in accordance with the terms of Investment Authority and in correspondence with the Outside Party.

11.4 Service Levels and Customer Satisfaction

The Head of ASPRO shall confirm that all internal stakeholders are aware of and commit to meeting the Service Levels set out in the Outside Party ASPRO Agreement.

The Head of ASPRO shall agree who sends out customer satisfaction surveys to Outside Party.

NOTE: ASPRO Customer satisfaction scores are reported on the Network Rail website.

11.5 Escalation

Any issues that are unable to be resolved between ASPRO teams and the Outside Party should firstly be escalated to the Head of ASPRO.

12 Railway and other legislation

12.1 CDM on Outside Party works

Unless otherwise agreed, the Outside Party shall act as the only Client under the Construction (Design and Management) Regulations (CDM) including appointment of a Principal Designer and a Principal Contractor.

The NRIM shall seek confirmation from the Client that they have appointed competent Designers for each element of the works.

The NRIM shall seek confirmation from the Client that the Principal Contractor hold competencies and capabilities relevant to the works being undertaken by requesting all appropriate licences and permits.

As part of Network Rail's input into the Outside Party's preconstruction information pack, the NRIM shall provide the Outside Party details of site-specific hazards associated with the works and their location.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

NOTE 1: It is expected that the Outside Party will validate the accuracy of such information as required. Such details include, where applicable, the Hazard Directory, buried services, local information from Maintenance or the Asset Owner and any Health and Safety File information and Environmental and Performance Social Appraisal (GRIP Deliverable or Outside Party equivalent) from previous construction work undertaken.

The NRIM shall work with the Outside Party Principal Contractor to review and accept in principle a programme for the delivery of the works.

NOTE 2: The same organisation may act as both Outside Party and Outside Party Principal Contractor provided it meets the necessary competence requirements for both roles. There should be a clearly defined separation and no conflict of interest between personnel discharging Outside Party and Outside Party Principal Contractor responsibilities.

12.2 Common Safety Method for Risk Evaluation and Assessment Regulation (CSM-RA)

The Outside Party is the Proposer under CSM-RA unless agreed otherwise between Network Rail and the Outside Party.

The Head of ASPRO shall confirm which company or organisation is in charge of implementing the change and request that the Outside Party provides written confirmation of said Proposer.

NOTE 1: i.e. the 'Proposer' under CSM.

The NRIM shall review if the Outside Party project is required to apply the Common Safety Method for Risk Evaluation (CSM-RA) process (i.e. if a technical, operational or organisational change is being proposed which may impact the safety of the railway and/or the Railway Interoperability Regulations e.g. an Overbridge).

If this approach is required then the NRIM shall work with the Outside Party to navigate through the 4 main steps, which are iterative throughout a project.

- Defining the system to be assessed
- Identifying hazards and analysing the associated risk
- Identifying the safety measures required to reduce risk to an acceptable level
- Demonstrating that the safety measures have been properly implemented

The NRIM shall work with the Outside Party to use the risk management framework defined by the Commission Implementing Regulation (EU) 402/2013 on the Common Safety Method for Risk Evaluation and Assessment and in accordance with NR/L2/RSE/100/02.

The NRIM shall support reviews and updates to the Outside Party project's System Safety Plan at regular intervals to confirm early notice of any rail related risks likely to be residual.

NOTE 2: The regulation places specific requirements on the Proposer and it is the job of the Proposer of a change to implement it safely.

12.3 Railway (Interoperability) Regulations

Network Rail complies with the Railway (Interoperability) Regulations.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

The NRIM shall check that the Outside Party project is in accordance with the NR/L2/RSE/100/03.

13 Arrangements for the Exchange of Asset Data and the Continuing Maintenance of Assets Undergoing Change (NR/L2/MTC/089)

The NRIM shall provide notification of the project and agree the content of the Asset Management Plan (AMP) in accordance with NR/L2/MTC/089.

NOTE: *This will only apply to Outside Party schemes that either temporarily or permanently impact the operational infrastructure, or have the capacity to affect assets that are adjacent to, but not the subject of, the project works (e.g. UTX)*

The NRIM shall share the agreed contents of the project AMP with the Outside Party and liaise with them throughout the project to ensure the deliverables are met.

Upon completion of the works, the NRIM shall agree the closure of the AMP process with the Outside Party in accordance with NR/L2/MTC/089 and the ASPRO agreement.

Ref:	NR/L2/CIV/096
Issue:	1
Date:	15 January 2021
Compliance date:	5 June 2021

Appendix A Example of Estimation

Below is a best practice example of the level of detail that should be included in an estimation.

NOTE: The Outside Party should be provided with as much information as possible.

a. Estimate detail

Scheme Title: Information Required!	Project Number: Information Required!								
Services for: Information Required!	Remit Number: Information Required!								
Estimate Version Number: 1	Local Office: Waterloo								
STAFF COSTS									
BAND	Network Rail Personnel	Job Role	No. of Shifts	Hrs per Shift	Total Hrs	External Rate £	Total £	Notes	
Band 2	Head of Asset Protection and Optimisation				-	£133.02	-		
Band 3	Asset Protection Portfolio Manager				-	£100.14	-		
	Asset Protection Project Interface Manager				-	£100.14	-		
	Senior Asset Protection Engineer				-	£100.14	-		
	Designated Project Engineer	Civils			-	£100.14	-		
	Project Engineer	E & P			-	£100.14	-		
	Project Engineer	Telecoms			-	£100.14	-		
	Project Engineer	Signalling			-	£100.14	-		
	Project Engineer	Track			-	£100.14	-		
Band 4	Project Engineer	Drainage			-	£100.14	-		
	Project Engineer				-	£100.14	-		
	Works Agreement Manager				-	£100.14	-		
	HSQE Specialist				-	£100.14	-		
	Asset Protection Project Scheme Interface Manager				-	£71.36	-		
Band 5	Asset Protection Engineer				-	£71.36	-		
	Technical Interface Specialist				-	£71.36	-		
	Commercial Manager				-	£71.36	-		
	Construction Manager				-	£71.36	-		
Band 6	Assistant Commercial Manager				-	£57.98	-		
	Project Management Assistant				-	£57.98	-		
	Works Planner				-	£57.98	-		
	Assistant Construction Manager	Engineering Supervisor			-	£57.98	-		
	Assistant Construction Manager	Rail Safety Supervisor			-	£57.98	-		
	Assistant Construction Manager	COSS			-	£57.98	-		
Band 6	Assistant Construction Manager	Hand Signaller			-	£57.98	-		
	Construction Manager Assistant				-	£46.67	-		
	Project Commercial Support				-	£46.67	-		
							Sub-Total		

b. High level summary estimate

Scheme Title:	Project Number:	
Services for:	Remit Number:	
Estimate Version Number: 1	Local Office: Waterloo	
Cost Type	Estimated Cost	Service Offered
Project Management	£0.00	Scheme delivery and management
Engineering	£0.00	Engineering Review and approvals
Commercial Management	£0.00	Commercial activities; management of budget, invoicing, reporting of cost of work done, anticipated final cost
Administration/Overhead	£0.00	Organising Meetings, room bookings etc
Site Safety Monitoring	£0.00	Staff allocated for the safety monitoring of customer works next to or on Network Rail Infrastructure
Possessions	£0.00	Possession Management for any customers projects requiring access to infrastructure
Schedule 4	£0.00	Managing any worksites disruptive to Passenger and Freight Services
TOTAL	£0.00	
COWD Bought Forward	£0.00	
NET TOTAL (Estimated BAPA value of services)	£0.00	
GRAND TOTAL (VAT at 20%)	£0.00	
<small>The estimate is based on rates & VAT from 1st April 2019, which are valid until 31 March 2020 and will be subject to index linked increases for future years and any VAT adjustments</small>		
Prepared By:		0
Date:		



Standard and control document briefing note

Ref: NR/L2/CIV/096	Issue: 1
Title: Asset Protection and Optimisation Management of Outside Party Works	
Publication date: 6 March 2021	Compliance Date: 5 June 2021
Standard/Control Document Owner: David Castlo	
Technical lead/contact for briefings: Tony Gomez; Principal Engineer (ASPRO)	Tel: 07710961019
<p>Purpose:</p> <p>The purpose of this business process is to support the mitigation of potential risks imported to the Network Rail (NR) infrastructure by Outside Party organisations. These Outside Parties may present risks when working on, near, over or under the infrastructure therefore the Asset Protection and Optimisation (ASPRO) function should evaluate what level of control is required.</p> <p>Potential risks could be imported to the railway infrastructure from a multitude of Outside Party works including (and not limited to) the following:</p> <ul style="list-style-type: none"> • An adjacent landowner working within their own property boundary, which may include works to the property boundary; • The relevant Highways Authority building a road bridge over the railway in accordance with an Air Rights provision and a Bridge Agreement; • A Utility company installing an undertrack crossing in accordance with a Wayleave to carry a main sewer • A telecoms company carrying out works on Network Rail leased land <p>This business process supports NR/L1/CIV/094; National Asset Protection and Optimisation (ASPRO) Delivery Framework.</p> <p>This business process is to be read in conjunction with NR/L2/OHS/0047; Application of the Construction (Design and Management) Regulations to Network Rail Construction Projects.</p>	<p>Scope:</p> <p>This business process applies to all pre-planned Outside Party works being undertaken where Network Rail is not the Client, including the Asset Protection assurance of works being undertaken by an Outside Party.</p> <p>An Outside Party is an individual, member of the public or organisation other than Network Rail which promotes, funds, designs, constructs, owns and maintains the works but will not physically change the operation of railway infrastructure however will interface with the railway infrastructure.</p> <p>This business process sets out requirements for the application of Asset Protection controls to be established when Outside Parties wish to specify, manage and/or deliver projects on, near, over or under Network Rail's Managed (or leased) Infrastructure.</p> <p>This business process sets out Network Rail's accountabilities and responsibilities to discharge its duties as Infrastructure Manager.</p>
<p>Overview of change</p> <p>This will be a new standard as there is currently no official document in place for the management of Outside Party works (that may potentially impact the operational infrastructure) for Network Rail teams offering Asset Protection services. There are various versions of a guidance note document that some Route/Regional teams are using, however there is no consistent approach in place, business ownership, review and/or update processes in place.</p> <p>The benefits of introducing this new standard document for the management of Outside Party works are that the standard will have a business owner, will be regularly reviewed and updated when required and will have robust version control supporting routes/regions to use the most recent and up to date version.</p> <p>The key change will be that Route/Regional ASPRO teams will use a standard document for the management of Outside Party works rather than the current guidance document(s).</p> <p>Reasons for change</p> <p>The main reasons for introducing this new standard are:</p> <ul style="list-style-type: none"> • To implement a standard, consistent document that all route/regional teams can use to manage Outside Party works that may potentially impact the operational infrastructure. • To mitigate the risk of ASPRO teams using out of date information, processes and/or legislation when supporting Outside party works. • To give the route/regional ASPRO teams a single document that has a business owner and is regularly reviewed/updated to support all ASPRO teams nationally. • To provide the business with an improved level of assurance for Outside Party works supported by ASPRO teams. • To support our customers with a more consistent approach to ASPRO supported projects nationally. 	

Affected documents:	
<i>Reference</i>	<i>Impact</i>
NR/L2/CIV/096	New

Briefing requirements:

Will Briefing Management System be used to deliver the briefing to posts listed below? No

Technical briefings are given to those who have specific responsibilities within this standard/control document.

Awareness briefings are given to those who might be affected by the content but have no specific responsibilities within the standard/control document.

Details of the briefing arrangements are included in the associated briefing programme.

All posts identified for briefing must be as described in OrgPlus.

Briefing <i>(A-Awareness/ T-Technical)</i>	Post	Function	Responsible for cascade briefing? Y/N
T	Head of Asset Protection & Optimisation	Asset Protection and Optimisation	Y
T	Senior Asset Protection Engineers	Asset Protection and Optimisation	Y
A	Property Interface Manager	Property	N
A	Corporate Commercial Manager	Corporate Commercial	N
A	Principal Discipline Expert [Capital Delivery] [B&C]	Technical Authority	Y
A	Assistant Project Engineer [B&C]	Delivery Functions (eg Capital Delivery)	N
A	Project Engineer [B&C]	Delivery Functions (eg Capital Delivery)	N
A	Senior Project Engineer [B&C]	Delivery Functions (eg Capital Delivery)	N
A	Principal Project Engineer [B&C]	Delivery Functions (eg Capital Delivery)	N
A	Assistant Design Engineer [B&C]	Design Functions (eg NRDD)	N
A	Design Engineer [B&C]	Design Functions (eg NRDD)	N
A	Senior Design Engineer [B&C]	Design Functions (eg NRDD)	N
A	Principal Design Engineer [B&C]	Design Functions (eg NRDD)	N

NOTE: Contractors are responsible for arranging and undertaking their own Technical and Awareness Briefings in accordance with their own processes and procedures.