



**SCOTTISHPOWER
RENEWABLES**



East Anglia ONE North Offshore Windfarm

Section 278 Agreement with Suffolk County Council

Applicant: East Anglia ONE North Limited
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**Applicable to
East Anglia ONE North**

DATED

25 MARCH

2021

SUFFOLK COUNTY COUNCIL

(1)

-and-

EAST ANGLIA ONE NORTH LIMITED

(2)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980
and any other enabling power relating to
the development of land at (i) the A12/A1094; (ii) along the B1122 through Theberton; (iii) along the
A1094 north of Snape, (iv) through Marlesford; and (v) at Yoxford, Suffolk

Nigel Inniss
Head of Legal Services
Suffolk County Council
5Constantine Road Ipswich
Suffolk IP1 2DH

Ref: 65195/JL

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THIS AGREEMENT is made the 25th day of MARCH 2021

BETWEEN the following parties:-

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (“the County Council”)
- (2) **EAST ANGLIA ONE NORTH LIMITED**, whose registered office is 3rd Floor, 1 Tudor Street, London, United Kingdom, EC4Y 0AH (Company Number 11121800) (“the Developer”)

RECITALS AND DEFINITIONS

- (A) in this Agreement unless the context otherwise requires the following words shall have the following meanings:-

“1980 Act”	Means the Highways Act 1980 (as amended)
“Approved Contractor”	Means the contractor(s) approved by the County Council for carrying out highway works of the value and complexity proposed
“Approved Contractor”	Sub- Means the sub-contractor(s) approved by the County Council for carrying out highway works of the value and complexity proposed.
“CDM Regulations”	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
“Certificate of Final Completion”	Means any of the certificates referred to in paragraph 15.1 or paragraph 15.3 of Schedule I
“Certificate of Substantial Completion”	Means any of the certificates referred to in paragraph 14.2 of Schedule I
“Commutated Sum”	Means the reasonable estimate of the County Council’s future maintenance liability of the relevant part of the Highway Works (with the exception of the works removing and restoring the Friday Street Mitigation Scheme for which no commuted sum is payable) calculated from the expected date of issue of the relevant Certificate of Final Completion up until the expected date of completion of construction of the Onshore DCO Works (or if works under the East

Anglia Two DCO are expected by the Developer (the Developer acting reasonably) to be implemented and the expected date of completion of construction of the equivalent onshore works under that DCO is expected to be later, then that later date) and as submitted to and agreed by the Director pursuant to paragraph 1.2.5 of Schedule I

“Construction Traffic Management Plan”	Means the construction traffic management plan or plans approved pursuant to Requirement 28 of the DCO
“Contract”	Means the contract or contracts in respect of each and all of the Highway Works
“Contractor”	Means the contractor or contractors who have been awarded the Contract to execute the Highway Works. For the avoidance of doubt the aforementioned definition does not include any subcontractor
“DCO”	Means the East Anglia ONE North Offshore Wind Farm Order, applied for under section 37 of the 2008 Act by the Developer and accepted for examination by the Secretary of State on 22 November 2019 with reference number EN010077, as made or as thereafter varied
“Director”	the County Council’s Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
“East Anglia Two DCO”	means the East Anglia TWO Offshore Wind Farm Order applied for under section 37 of the 2008 Act by the Developer and accepted for examination by the Secretary of State on 22 November 2019 with reference number EN010078, as made or as thereafter varied
“Friday Street Mitigation Scheme”	Means the works and arrangements required as part of the Friday Street Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to the A12/A1094 pursuant to paragraph 1.2.1 of Schedule I

“Highway Works”	Means the works and arrangements collectively or individually as the context requires which are set out in Schedule III of this Agreement and shown indicatively in the Works Drawings and the technical details of which are to be more fully specified and submitted for approval pursuant to paragraph 1.2.1 of Schedule I
“Marlesford Mitigation Scheme”	Means the works and arrangements required as part of Marlesford Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to Marlesford pursuant to paragraph 1.2.1 of Schedule I
“Onshore DCO Works”	Means construction activities pursuant to Works Numbers 6 to 43 of the DCO
“Performance Bond”	Means the bond with the Surety for the Highway Works or any relevant part of the Highway Works, such bond to be in the form set out in Schedule II, to the effect that should the Developer default in the execution of any obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Surety to provide the full value of the Performance Bond (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid.
“Performance Bond Figure”	Means the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10 per cent in respect of the Highway Works or any relevant Highway Works submitted to and agreed by the Director pursuant to paragraph 1.2.3 of Schedule I or as amended from time to time following the approval of the Director at the request of the Developer.
“Performance Bond Surety”	Means the Surety for the Performance Bond who has been approved by the Director pursuant to paragraph 1.2.4 of Schedule I or as amended from time to time following the approval of the Director at the request of the Developer.
“Road Safety Audit”	Means the evaluation of each and all of the Highway Works during design and at the end of construction to identify potential road safety

problems that may affect any users of the highway and to suggest measures to eliminate or mitigate those problems in accordance with Department for Transport standards or by the County Council as agreed by the Director

“Site”

Means land collectively or individually as the context dictates situated at (i) the A12/A1094; (ii) along the B1122 through Theberton; (iii) along the A1094 north of Snape, (iv) through Marlesford; or (v) at Yoxford, Suffolk with the indicative extent of the working area shown edged by a broken red line for identification only on the Works Drawings

“Snape Mitigation Scheme”

Means the works and arrangements required as part of the Snape Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to the A1094 north of Snape pursuant to paragraph 1.2.1 of Schedule I

“Specification”

The County Council's “Specification for Estate Roads” dated May 2007 (or later amendment current at the date of this Agreement) so far as this is consistent with the plan and the details (subject to any variations agreed in writing)

“Sub-contractor”

Means the sub-contractor(s) working for the Contractor(s) who have been contracted to execute the Highway Works

“Substantial Completion”

Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed

“Technical Standards”

Means the standards necessary to ensure complete conformity with all UK and EU primary and secondary legislation (including by-laws) all guidance standards and codes of practice issued by the Department for Transport the County Council statutory undertakers and relevant professional institutes the Road Safety Audit and formal instructions issued by the Director from time to time during the design and implementation of the Highway Works and for the avoidance of

	doubt this shall include the Traffic Signs Regulations and General Directions 2016 and BS5489 in relation to the design of any street lighting
"Theberton Mitigation Scheme"	Means the works and arrangements required as part of the Theberton Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to the B1122 through Theberton pursuant to paragraph 1.2.1 of Schedule I
"Works Drawings"	Means the attached drawings bearing the numbers referred to in Schedule IV and appended hereto or any subsequent revision of them which has been approved or requested by the Director and which indicatively show the Highway Works
"Yoxford Mitigation Scheme"	Means the works and arrangements required as part of Yoxford Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to Yoxford pursuant to paragraph 1.2.1 of Schedule I

(B) In this Agreement unless the context otherwise requires :-

- (i) Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and
- (ii) Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and
- (iii) "party" or "parties" means a party or parties to this Agreement; and
- (iv) references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;
- (v) where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and
- (vi) the headings and contents list in this Agreement shall not form part of or affect its construction; and

- (vii) references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and
 - (viii) where a party or any officer or employee is required to give its consent approval or agreement to or under any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
 - (ix) any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- (C) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the areas within which the Site is situated and the Highway Works will be carried out.
- (D) The Developer is entering into this Agreement for the purposes of carrying out the Highway Works if, and to the extent, such works are required pursuant to the Construction Traffic Management Plan or the Developer considers such works will be required pursuant to the Construction Traffic Management Plan once approved.
- (E) Having regard to the development plan and other material considerations the County Council considers it expedient in the interests of the proper planning of their area that the Highway Works need to be carried out to facilitate development under the DCO and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows:-

1 COMMENCEMENT

- 1.1 Save for any costs due on completion of this Agreement pursuant to Paragraph 18.1 this Agreement shall not commence and shall have no effect unless and until the Secretary of State grants the DCO.

2 LEGAL EFFECT

- 2.1 This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers
- 2.2 This Agreement is a Deed. Any financial default under this Agreement will be registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 2.3 No waiver (whether express or implied) by the County Council of any breach or default by the Developer in the performance or observance of any of the covenants, terms or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants, terms or obligations or from acting upon any subsequent breach or default in respect thereof
- 2.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 2.5 This Deed is governed by and interpreted in accordance with English law and shall be determined in the Courts of England and Wales

3 NOTICES

- 3.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post or sent by the DX service to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered by hand or by recorded delivery post or by the DX service to the address of the party concerned as nominated in sub-clause 3.2. below
- 3.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The County Council

Suffolk County Council Constantine

House 5 Constantine Road Ipswich IP1 2DH
marked for the attention of the Assistant Director
of Governance, Legal and Assurance (or where
the context requires the Director of Growth,

	Highways and Infrastructure, Constantine House 5 Constantine Road Ipswich IP1 2DH)
The Developer	EAST ANGLIA ONE NORTH LIMITED, 3 rd Floor, 1 Tudor Street, London, United Kingdom, EC4Y 0AH marked for the attention of the Company Secretary

- 3.3 Any notice or other written communication to be given by the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the County Council by a duly authorised officer

4 GENERAL

- 4.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council
- 4.2 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly
- 4.3 The County Council and their respectively duly authorised officers and agents may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with

5 ARBITRATION

- 5.1 Any dispute or difference arising between the parties as a result of this Agreement may be referred to the arbitration of a single arbitrator to be agreed upon between the parties or failing agreement within fourteen days after either of the parties has given to the other a written request requiring the appointment of an arbitrator to a person to be

appointed at the request of either of the parties by the President for the time being of The Institution of Civil Engineers

- 5.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-
- (a) the seat of the arbitration shall be at the County Council's offices in Ipswich Suffolk
 - (b) where appropriate the arbitrator may consolidate arbitral proceedings
 - (c) with the parties' agreement the arbitrator may appoint experts or legal advisers
- 5.3 A party wishing to refer any such dispute or difference to arbitration shall notify the other party in writing of such intention without delay
- 5.4 The arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the arbitrator when such parties may also agree that such arbitrator shall act as an expert
- 5.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the arbitrator

6 COVENANTS

- 6.1 The Developer covenants and warrants to the County Council that it has full power to enter into this Agreement
- 6.2 The Developer hereby covenants and undertakes with the County Council that from the commencement of this Agreement it will (unless otherwise agreed by the County Council) comply with the obligations and restrictions set out in Schedule I hereto
- 6.3 The County Council without prejudice to its statutory powers and duties hereby appoints the Developer to act as its agent and gives to the Developer licence (in so far as is reasonably necessary for the Developer to perform the obligations and rights under the terms of this Agreement) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway

- 6.4 The County Council shall be responsible for drafting, consulting on, making and seeking confirmation (each as soon as reasonably practicable after a written request from the Developer) of any legal order required as part of the Highway Works under the Road Traffic Regulation Act 1984 or any other legislation in accordance with the applicable regulations, subject always to the Developer paying its costs in accordance with Paragraph 18 of Schedule I to this Agreement.
- 6.5 The Developer covenants with the County Council not to commence the Highway Works set out in Schedule III unless road space has first been booked with the County Council
- 6.6 The Developer covenants with the County Council as Highways Authority to give written notice not less than three calendar months prior to works commencing, in order that the County Council as Highways Authority has sufficient time to ensure that the commencement of works will cause the least disruption possible to road users. The County Council reserves the right to refuse consent and/or to stop works under the terms of this Agreement and relevant legislation where the aforesaid notice period is not complied with
- 6.7 The Developer covenants with the County Council as Highways Authority to comply with the provisions of the New Roads and Street Works Act 1991, the Traffic Management Act 2004 and any amendments thereof
- 6.8 The County Council covenants with the Developer that on the date of issue of the Certificate of Final Completion the Highway Works shall thenceforth be, operated by the County Council as Highways Authority as highways maintainable at the public expense
- 6.9 In the event that prior to the date of completion of construction of the Onshore DCO Works the County Council has notified the Developer in writing that all or some of the Friday Street Mitigation Scheme should be removed and the relevant Site restored ("Notice to Remove"), then the Developer covenants with the County Council to remove the works so specified and to restore the relevant Site to the extent practicable and to the satisfaction of the County Council (the County Council being obliged to act reasonably) within three months of the later of (i) the completion of all construction activities proposed to be carried out pursuant to the Onshore DCO Works and (ii) the Notice to Remove.

7 THIRD PARTY RIGHTS

- 7.1 It is hereby agreed and declared that the provisions of Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

8 COUNTERPARTS

- 8.1 This Deed may be entered into in the form of two or more counterparts each executed by one or more of the parties but taken together shall constitute one instrument.

In witness whereof this Agreement has been executed and delivered as a Deed on the date first written above

The COMMON SEAL of
SUFFOLK COUNTY COUNCIL
was hereunto affixed
in the presence of

)
)
)
)

.....
A Duly Authorised Officer

EXECUTED AS A DEED by
EAST ANGLIA ONE NORTH LIMITED
acting by
and

)
)
)

Director:

Director:



.....

SCHEDULE I

1 THE DESIGN OF THE HIGHWAY WORKS

- 1.1 The design of the Highway Works shall be to the satisfaction of the Director (the Director being obliged to act reasonably) with due consideration of the Technical Standards
- 1.2 No work on any particular Highway Works shall commence and no Contract for their construction shall be let until in respect of those works
 - 1.2.1 full details of the design of the Highway Works to be commenced in the form of plans, drawings, specifications and other materials have been submitted to the Director together with the name of the principal designer (whom the Developer shall appoint for the full duration of the design and construction of each and all of the Highway Works) in accordance with the CDM Regulations and any codes of practice referred to therein
 - 1.2.2 the Director has given his written approval to the relevant part of the Highway Works to be commenced and such approval shall not be given if the said plans, drawings, specifications and other documentation have not adequately addressed the issues raised in the pre-construction stages of the Road Safety Audit process and if given shall lapse if the Highway Works are not commenced within twelve (12) months of the date of the said Director's approval
 - 1.2.3 the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10 per cent in respect of those Highway Works has been submitted to and approved in writing by the Director;
 - 1.2.4 the proposed Surety for the Performance Bond in respect of those Highway Works has been submitted to and approved in writing by the Director;
 - 1.2.5 the proposed value of the Commuted Sum in respect of that part of the Highway Works has been submitted to and agreed in writing by the Director and paid to the County Council; and

- 1.2.6 Evidence that the relevant Highway Works are fully within the boundary of the Highway adopted by the County Council has been submitted to and approved in writing by the Director.

Provided always and for the avoidance of doubt that nothing in this Agreement is intended to (i) prevent submission and approval at different times for different works pursuant to this paragraph 1.2 (or indeed any other provision of this Agreement) or (ii) prevent submission and approval of works pursuant to this paragraph 1.2 (or indeed any other provision of this Agreement) and/or implementation of any Highway Works in accordance with this Agreement prior to approval of the Construction Traffic Management Plan.

- 1.3 If the Director does not propose to give his approval in relation to those matters referred to in paragraph 1.2 of this Schedule he shall in each case as soon as possible in writing inform the Developer and if the Director requires amendments or additions to the plans drawings specifications and other materials referred to in paragraph 1.2 of this Schedule these amendments shall be undertaken by the Developer at his own expense and a revised set of updated documents shall be re-submitted to the Director for his approval
- 1.4 Without prejudice to paragraph 1.2 of this Schedule, the Director shall not give his approval as referred therein until the Developer has paid the sum referred to in paragraph 18.1.3 towards the cost of checking the design of the Highway Works and inspecting the Highway Works. The Highway Works at all times shall be carried out in accordance with the plans, drawings, specifications and other materials which have received the Director's approval referred to in paragraph 1.2 of this Schedule and the Developer shall in the execution of the Highway Works comply or ensure that the Contractor complies with the Technical Standards

2 LETTING OF THE CONTRACT

- 2.1 No Contract shall be let until all traffic management measures have been prepared by the Developer and approved in writing by the Director ("the approved programme") and thereafter each of the Contracts will be offered to an Approved Contractor
- 2.2 The Contract to be let under paragraph 2.1 of this Schedule shall be let under NEC3 suite of contracts (and any amendments thereto shall be approved by the Director) and the Developer shall obtain the agreement of the Contractor to be bound by the agreed drawings in Schedule IV (as amended and supplemented pursuant to this Agreement)

- 2.3 The Contract shall be awarded by the Developer subject to the Director having first given his written approval to the proposed chartered engineer(s) or other suitably qualified person(s) who shall be independent of the Contractor and will supervise the execution of the Highway Works by the Contractor
- 2.4 The Developer shall not award the Contract unless the Approved Contractor and the Approved Sub-Contractor/s concerned are insured throughout the period of the Contract (such period to include the maintenance period detailed in paragraph 15.1 of this Schedule) for public liability risks in the sum of at least ten million pounds (£10,000,000) in respect of any single claim and the Developer shall ensure that the Contractor remains so insured throughout the period of the Contract and prior to the commencement of each or all of the Highway Works or any maintenance works carried out in accordance with paragraph 15.1 of this Schedule the Developer shall produce to the Director insurance policies fully covering the Developer's liability in respect of the matters set out in this Agreement
- 2.5 The Developer shall not sub-contract or assign the Contract without the written approval of the Director and any sub-contractor shall be an Approved Sub-Contractor

3 INSPECTION OF THE HIGHWAY WORKS

- 3.1 The Developer shall provide the Director with not less than twenty four (24) hours nor more than seventy two (72) hours notice (excluding weekends and bank holidays) of any intended execution of the Highway Works specifying the tasks to be carried out in accordance with the approved programme referred to in paragraph 2.1 of this Schedule
- 3.2 Without prejudice to the approved programme the Developer shall notify the Director in writing at least twenty eight (28) days prior to the commencement of any work connected with statutory undertaker's equipment
- 3.3 The Developer shall during the progress of each and all of the Highway Works give to or procure for the Director and any person or persons duly authorised by him free access to every part of the Highway Works and the site thereof and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given by the Director to conform to the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule

- 3.4 The Developer shall not cover up or put out of view any works forming part of the Highway Works without the approval of the Director and shall afford full opportunity for the Director to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least seventy two (72) hours' notice to the Director whenever any such work or foundations is or are ready or about to be ready for examination
- 3.5 The Director shall without unreasonable delay, unless she considers it unnecessary and advises the Developer accordingly, attend when required by the Developer for the purpose of examining such works or of examining such foundations
- 3.6 The Director shall for the purposes of paragraphs 3.1 to 3.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

4 TESTING OF MATERIALS

- 4.1 The Developer shall reimburse the County Council for all reasonable costs and expenses whatsoever arising from the operation of paragraphs 4.2 to 4.5
- 4.2 The Director shall require the testing of materials plant and workmanship used or proposed to be used in the Highway Works and in his reasonable discretion have the power to reject any materials plant or workmanship so tested which he may reasonably and properly find to be not in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule
- 4.3 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule
- 4.4 The Director shall for the purposes of paragraphs 4.1-4.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

- 4.5 The Developer shall as soon as is reasonably practicable remove such materials and plant as are rejected by the Director pursuant to paragraph 4.2. of this Schedule which are not capable of repair or remedy from the site of the Highway Works and if the Developer shall wish to continue to store such rejected materials and plant on the site of each and all of the Highway Works they shall be stored separately from those materials and plant which have not been so rejected or which the Developer shall wish in future to use in execution of the Highway Works

5 OPENING OF THE HIGHWAY WORKS

- 5.1 During the construction of each and all of the Highway Works and prior to the issue of the Certificate of Completion:

- 5.1.1 the Director may issue instructions to the Developer to open or expose any of the Highway Works which has been covered up without previously being inspected by the Director
- 5.1.2 should the Developer fail to comply with any such instructions the County Council may so take up or expose the relevant part of the Highway Works causing as little damage or inconvenience as is possible in respect of any other part or parts of the Highway Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Developer

PROVIDED THAT if the Highway Works or any part or parts thereof are covered up by the Developer after giving the notice referred to in paragraph 3.4 of this Schedule and the Director shall have failed to inspect in the period therein referred to and the Director shall subsequently require the Highway Works or any part of them to be uncovered for the purposes of inspection:-

- (a) if inspection reveals the relevant part or parts of the Highway Works to have been completed in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule all costs in respect of such uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the County Council; or
- (b) if inspection reveals the relevant part or parts of the Highway Works not to have been completed in accordance with the approved detailed plans drawings and specifications referred to in paragraph 1.2 of this Schedule

all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the Developer

6 UNDERTAKERS

6.1 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works and prior to the issue of the Certificate of Substantial Completion the Developer shall also:-

- (a) carry out or procure the carrying out of such works and activities in regard to the plant and equipment of undertakers as are required by undertakers in accordance with their statutory powers under the New Roads and Street Works Act 1991 as a result of the construction or intended construction of each and all of the Highway Works
- (b) cause all public sewers, highway drains gas and water mains electric cables and telecommunications ducts or other apparatus which are to be laid by the Developer under the Highway Works together with all necessary connections from them to the boundary of the Highway Works to be laid so far as is practicable under the Highway Works before the foundation of the Highway Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamp to be laid before the paving of the footways comprised in the Highway Works is carried out
- (c) cause all trench works within the highway to be backfilled and reinstated in accordance with the Specification for the Reinstatement of Openings in the Highway as determined from time to time under the New Roads and Street Works Act 1991
- (d) not at any time give consent as part of the Highway Works to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company

firm or individual of any over ground or underground equipment without the consent in writing of the Director

7 PROTECTION OF THE PUBLIC

- 7.1 The Developer shall give due consideration to adjoining owners and occupiers of the Site at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 7.2 Prominent notices shall be displayed and maintained around the perimeter of the Site of each and all of the Highway Works to warn the public of the dangers of entering the site of the Highway Works
- 7.3 The Developer shall nominate a member of the site management team as the contact point for the Director in the event of an emergency and shall advise a daytime and twenty-four (24) hour contact number to the Director for the same purpose
- 7.4 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise from the Highway Works and in particular:
 - 7.4.1 the Developer shall afford all reasonable facilities to enable the Director to carry out such investigations of the Site as she may deem necessary in order to determine noise emission levels
 - 7.4.2 all vehicles and plant including compressors at the Site shall be fitted with effective silencers and acoustic covers as appropriate and maintained in good working order and all static plant shall be located to minimise nuisance to persons living or working in the vicinity of the Highway Works
 - 7.4.3 all portable traffic signals and pumps used for the Highway Works shall be operated from mains electricity unless otherwise agreed with the Director
 - 7.4.4 noisy activities as part of the Highway Works shall not be permitted on Sundays and Bank Holidays and except as agreed in writing by the Director shall not be permitted outside the hours of 9.30 a.m. to 4.30 p.m. Monday to Friday and 9.30 a.m. to 1 p.m. on Saturdays

PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of noise from the construction of the Highway

Works the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense

- 7.5 Compliance with the provisions of paragraph 7.4 shall not relieve the Developer of any of his obligations and liabilities under this Agreement the Control of Pollution Act 1974 or the Environmental Protection Act 1990
- 7.6 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from dust as a result of the Highway Works and as far as practicable the Highway Works are to be carried out in such a way that dust is kept to a minimum PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of dust from the construction of the Highway Works the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense
- 7.7 The Developer shall arrange the regular removal of refuse from the Highway Works likely to encourage vermin and arrange for suitable secure storage containers to be provided for collection
- 7.8 The Developer shall keep a log book on site to record all complaints received from the public in relation to the Highway Works and the action taken in response and the log book shall be available for inspection by the Director

8 PREVENTION OF MUD BEING CARRIED ON THE PUBLIC HIGHWAY

- 8.1 Provision shall be made at the site of each and all of the Highway Works to limit in so far as is practicable the amount of mud dust and other materials carried on to adjacent public highways by vehicles and plant leaving such site
- 8.2 The Developer shall keep or procure the keeping of all roads footpaths rights of way and other means of passage leading to or from or crossing the site of each and all of the Highway Works free from mud slurry or other hazardous substances that are deposited through the construction of the Highway Works and any such substance so deposited on any such road footpath right of way or other means of passage shall be promptly removed by or at the direction of the Developer
- 8.3 The Director may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Developer and any losses or expenses incurred as a result shall be borne by the Developer and on removal of such

substances the Director shall reopen such crossings entrances and exits and the Developer shall bear the costs incurred

9 TRAFFIC CONTROL

9.1 During the periods when the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the site of the Highway Works

9.2 The Highway Works shall be signed and protected to at least the standards of Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and the proposed arrangements shall be approved in writing by the Director before the Highway Works commence

10 TIMING

10.1 No Highway Works within or affecting existing public highways or temporary diversions which could interfere with the traffic flow will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director

11 SAFETY

11.1 During the periods when the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing, warning signs when and where necessary, and undertake such further measures as may be reasonably required by the Director

12 ACCOMMODATION WORKS

12.1 The Developer shall carry out or ensure that there shall be carried out all related accommodation works associated with the Highway Works

13 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

13.1 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations

- 13.2 The relevant Highway Works shall not commence until the Developer as the only client has provided to the Director:
- 13.2.1 an estimate of the number of working days and/or person days of construction work and the number of workers working on site simultaneously at any one point in the project which the Contract will entail
 - 13.2.2 written details of the principal designer and the principal contractor appointed for the project and also provide copies of the Construction Phase Plan and Health & Safety File
 - 13.2.3 a copy of the Notification of Project (form HSE F10) to the HSE pursuant to Regulation 6 of the CDM Regulations
- 13.3 Throughout the Highway Works the Developer shall provide to the Director copies of the updates and revisions to the construction phase plan and Health and Safety File in relation to the Highway Works pursuant to Regulation 12
- 13.4 Within 28 days of issue of the Certificate of Substantial Completion for any or all of the Highway Works the Developer shall provide to the Director
- 13.4.1 a plan showing the land over which those Highway Works have been constructed and
 - 13.4.2 a Health and Safety file conforming in all respects with the CDM Regulations and which shall accord with the current format used by the County Council to include a separate Health and Safety File for each structure
 - 13.4.3 The Director shall be at liberty to delay issue of the Certificate of Final Completion in respect of any of the Highway Works if the Developer fails to provide the Director with the documents referred to in 13.4.1 and 13.4.2 above within twenty eight (28) days of issue of any Certificate of Substantial Completion for any of the Highway Works equivalent to the number of days after the twenty eight (28) day period that the documents were submitted
- 13.5 In respect of the Highway Works generally the Developer shall provide to the Director the final information in both paper and electronic format and shall at least comprise:
- 13.5.1 1:500 scale (or alternative scale as may be specified by the Director) "as built" drawings

- 13.5.2 records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- 13.5.3 records of the sources of supply of all deliveries of road construction materials with details of the location of the Highway Works at which each load is placed
- 13.5.4 records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc used for the Highway Works.
- 13.6 The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this paragraph
- 14 SITE CLEARANCE AND CERTIFICATE(S) OF SUBSTANTIAL COMPLETION
- 14.1 On Substantial Completion of the Highway Works the Developer shall:-
 - 14.1.1 clear away and remove from the site of the Highway Works all constructional plant and temporary works of every kind and leave the site of the Highway Works in a neat and tidy condition to the satisfaction of the Director (the Director being obliged to act reasonably) and
 - 14.1.2 carry out stage 3 of the Road Safety Audit process and comply to the satisfaction of the Director (the Director being obliged to act reasonably) with recommendations arising thereunder prior to the opening of the Highway Works to the public
- 14.2 Upon Substantial Completion of the relevant part of the Highway Works including any additional work resulting from stage 3 of the Road Safety Audit process to the satisfaction in all respects of the Director (the Director being obliged to act reasonably) he shall issue a Certificate of Substantial Completion in respect of those Highway Works to the Developer provided that all costs and expenses owing to the County Council have been paid in respect of those Highway Works
- 14.3 Where the Developer has provided a Performance Bond , then after the issue of a relevant Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of the Performance Bond Figure in respect of the relevant Highway Works and the County Council may release the Developer and the Surety

and each of them from their obligations under the Performance Bond in respect of the relevant Highway Works to such extent (noting for the avoidance of doubt that the bond relevant to the Friday Street Mitigation Scheme reinstatement shall not be reduced below the level estimated to be required for reinstatement works unless and until (i) the relevant Highway Works have been removed pursuant to Clause 6.9 and a Certificate of Substantial Completion issued in respect thereof or (ii) the time period for issuing a Notice to Remove pursuant to Clause 6.9 has expired and no Notice to Remove in respect of the relevant works has been issued).

15 DEFECTS CORRECTION PERIOD AND CERTIFICATE OF FINAL COMPLETION

- 15.1 With the exception of (i) the traffic signal and associated electrical equipment forming part of the Friday Street Mitigation Scheme; and (ii) the works to remove the Friday Street Mitigation Scheme pursuant to Clause 6.9 (which works shall, irrespective of anything to the contrary in this agreement, be issued a Certificate of Final Completion at the same time as being issued a Certificate of Substantial Completion) the Developer shall maintain each and all of the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period having considered paragraph 15.2) from the issue of the related Certificate of Substantial Completion and prior to the expiration of the relevant period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period (including any defect in or damage to the surface water drainage system) so as to place the highway and the relevant Highway Works in a condition satisfactory to the Director (the Director being obliged to act reasonably).
- 15.2 After the expiration of the period of twelve (12) months from Substantial Completion or the date the Onshore DCO Works commenced (whichever is the latter) and other than in respect of (i) the traffic signal and associated electrical equipment forming part of the Friday Street Mitigation Scheme; and (ii) the works to remove the Friday Street Mitigation Scheme pursuant to Clause 6.9, the Developer shall (unless the Director writes to the Developer informing him that it is to be carried out sooner or that he does not need to do so) carry out stage 4 of the Safety Audit and comply to the satisfaction of the Director with any recommendations arising thereunder.
- 15.3 After the expiration of the relevant period referred to in paragraph 15.1 (or such lesser period as agreed in writing by the Director under paragraph 15.1) and after any defects have been made good as therein provided including any improvements arising under stage 4 of the Road Safety Audit to the satisfaction of the Director and the Commuted

Sum has been paid to the County Council and after the provisions of paragraph 13.4 of this Schedule have been fulfilled the Director shall as soon as reasonably practicable issue to the Developer the Certificate of Final Completion in respect of the relevant Highway Works provided that the Certificate of Final Completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the County Council as highway drains and the County Council shall as soon as reasonably practicable upon issue of a Certificate of Final Completion (pursuant to paragraph 15.1, 15.3 or otherwise) release the Developer and the Performance Bond Surety and each of them from all subsisting obligations under the Performance Bond in respect of those Highway Works.

16 PERFORMANCE BOND

16.1 Without expense to the County Council the Developer and the Performance Bond Surety shall prior to commencing the relevant Highway Works enter into the Performance Bond for those Highway Works and the Developer and Surety shall be bound to the County Council in the amount of the Performance Bond Figure for the relevant Highway Works

16.2 Should the Developer default in the execution of its obligations in carrying out any or all of the relevant Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council may (subject to the provisions hereinafter contained) itself complete Highway Works that have been commenced by the Developer (and for the avoidance of doubt including any removal of the Friday Street Mitigation Scheme where required pursuant to this Agreement) and maintain the same as aforesaid having first called upon the Performance Bond Surety for the cost to be expended in so doing

16.2.1 Unless there is a danger to users of the highway the County Council shall give 20 working days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under Paragraph 16.2

16.2.2 any notice served under this paragraph shall specify the period of the notice ("the notice period") the extent of the work which the County Council proposes to carry out and full details of all matters in respect of which the Director considers that the Highway Works have not been carried out in accordance with the terms of this Agreement

16.2.3 if before the expiry of the notice period the Developer serves written notice upon the County Council that the Developer intends diligently to execute the works specified in the notice in accordance with the terms of this Agreement and specifies a time to complete that the County Council considers reasonable in the circumstances the County Council shall not be entitled to execute the relevant part or parts of the Highway Works specified in the notice served under this paragraph unless the Developer then fails to execute those works within the agreed time scale

16.3 If the Developer should default in the execution of its obligations in carrying out any or all of the relevant Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Performance Bond Surety to provide the full Performance Bond amount in accordance with this Agreement. Save that the County Council after all works required to remedy any default by the Developer are completed and all contracts and any contract claims settled will return any Performance Bond sum unused with interest at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request to the Surety within one month of all the aforementioned completing and settling. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement

17 COMMUTED SUMS FOR MAINTENANCE

17.1 Prior to the commencement of the relevant Highway Works, the Developer shall pay to the County Council the relevant Commuted Sum calculated as follows:

	£
Roads	To be determined in accordance with paragraph 1.2.5 of Schedule 1
Footways	To be determined in accordance with paragraph 1.2.5 of Schedule 1
Drainage	To be determined in accordance with paragraph 1.2.5 of Schedule 1

Traffic Signals	To be determined in accordance with paragraph 1.2.5 of Schedule 1
Verges, Trees and Street Furniture	To be determined in accordance with paragraph 1.2.5 of Schedule 1

- 17.2 Upon or after completion of the Onshore DCO Works (or if works under the East Anglia Two DCO have or are reasonably expected to be implemented and the expected date of completion of construction of the equivalent onshore works under that DCO is later, upon or after that later date) the Developer may require the County Council to evidence what monies have been properly applied to the maintenance of the relevant part of the Highway Works and in the event that the full value of the Commuted Sum has not been exhausted by such proper maintenance the County Council shall forthwith return the balance of the Commuted Sum (together with any interest accrued thereon) to the Developer.

18 LEGAL AND ADMINISTRATIVE COSTS

- 18.1 The Developer shall pay to the County Council:-

- 18.1.1 the whole of the reasonable costs of the County Council's Legal Services Department in connection with the preparation and completion of this Agreement and these costs shall be payable prior to sealing of this Agreement;
- 18.1.2 interest at four per cent above the Bank of England Base Rate from time to time on any sum due to the County Council under this Agreement which is outstanding for more than twenty eight (28) days from the date on which it was demanded or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 5.1 of this Agreement the said twenty eight (28) day period shall run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 5.1 of this Agreement such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator)

- 18.1.3 The sum of £10,000 (Ten thousand pounds) towards the costs and expenses of the County Council of checking and approving the design of each and all of the Highway Works and inspecting each and all of the Highway Works shall be payable prior to technical approval of the first Highway Works pursuant to Paragraph 1.2.2 and, in the event that, at any point, 7½% of the Performance Bond Figure or Performance Bond Figures (excluding in each case the costs associated with statutory undertakers work and traffic management), is greater than the said sum of £10,000 (Ten thousand pounds) the difference shall be payable prior to commencement of further Highway Works
- 18.1.4 the reasonable cost to the County Council of undertaking Road Safety Audits and also the cost of the safety checks of details submitted which sum shall be payable prior to the safety audit commencing
- 18.1.5 the reasonable cost of any temporary and permanent traffic regulation orders which sum shall be payable prior to any work on the making of such Order being commenced
- 18.1.6 the reasonable cost of any other road traffic orders required to facilitate the Highway Works which sum shall be payable prior to any work on the making of such Order being commenced

19 NOISE REGULATIONS

- 19.1.1 The Developer covenants with the County Council to comply with the requirements of the Noise Insulation Regulations 1975 (SI 1975/1763) as amended to the extent such Regulations are engaged by the Highway Works and to provide to the County Council such evidence as is reasonably required by the Director to demonstrate compliance with the Noise Insulation Regulations 1975 prior to the issuing by the County Council of the Certificate of Final Completion in accordance with paragraph 15.3 of this Schedule

20 INDEMNITY

- 20.1.1 The Developer shall from the date of commencement of the Highway Works indemnify the County Council against all claims charges costs expenses liability or loss whatsoever arising out of any or all of the Highway Works provided that the Developer's indemnity will not extend to any claims submitted to the County Council arising out of the negligence of the County

Council's employees or arising out of any works of alteration carried out to any of the Highway Works by the County Council after the issue of the related Certificate of Final Completion

- 20.1.2 The County Council shall notify the Developer forthwith upon receipt of any such claim or liability
- 20.1.3 The County Council shall not accept or settle any claim without first having given the Developer the opportunity to provide the County Council with representations as to the validity of such claim
- 20.1.4 The indemnification referred to in paragraph 20.1 includes:
 - 20.1.5 all fees incurred by claimants which the County Council is obliged to pay, and those of the County Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);
 - 20.1.6 statutory interest payments to claimants and their professional advisors; and
 - 20.1.7 the County Council's reasonable and proper legal costs in making the compensation, fees and interest payments

SCHEDULE II.Performance Bond Agreement

DATED

20

[Developer]

(1)

-and-

[Surety]

(2)

PERFORMANCE BOND

relating to the development of land at [] Suffolk

BY THIS BOND [] LIMITED of []

[] ("the Developer") and

[] ("the Surety") are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2DH ("the County Council" in the sum of £[] pounds) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this day of Two thousand and

1. The Developer has entered into an Agreement under seal with the County Council on [] made under Section 278 of the 1980 Act whereby the Developer was given the right at its own expense and subject to conditions to carry out works as set out in Schedule III of the said Agreement and shown in the Works Drawings annexed to the said Agreement ("the Highway Works")

2. It is intended that this Bond shall be construed as one with the said Agreement

NOW THE CONDITION of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer's part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

THE COMMON SEAL of)
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

THE COMMON SEAL of)
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

SCHEDULE III

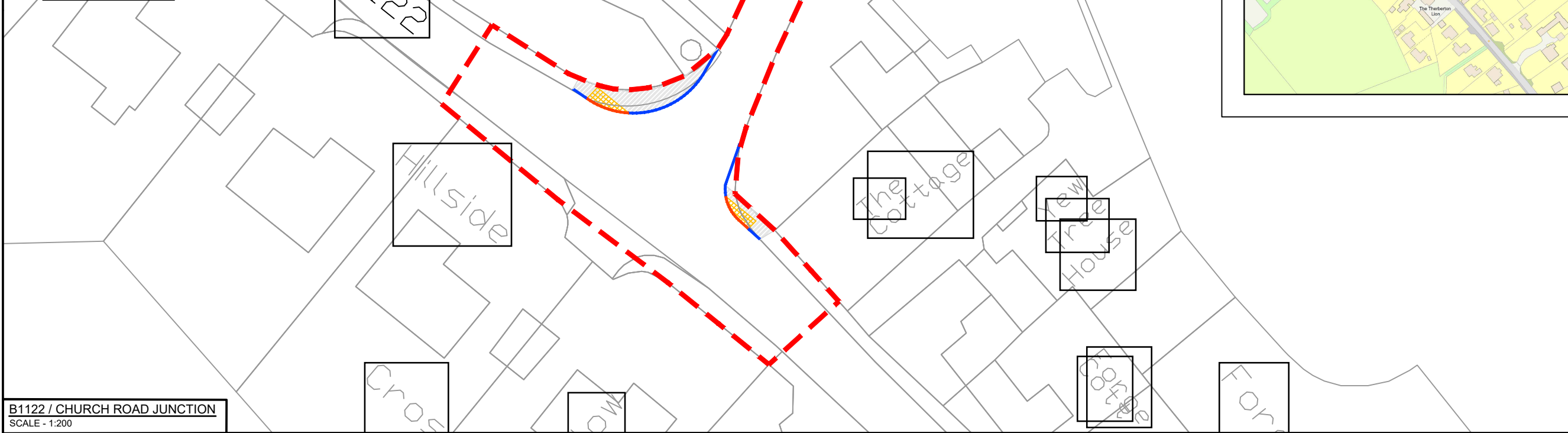
The Highway Works comprising some or all of the following works:

Location	Works
the A12/A1094 Friday Street Junction	Friday Street Mitigation Scheme (both implementation and potential removal)
along the B1122 through Theberton	Theberton Mitigation Scheme
along the A1094 north of Snape	Snape Mitigation Scheme
through Marlesford	Marlesford Mitigation Scheme
at Yoxford	Yoxford Mitigation Scheme






SCHEDULE IV
List of Indicative Drawings

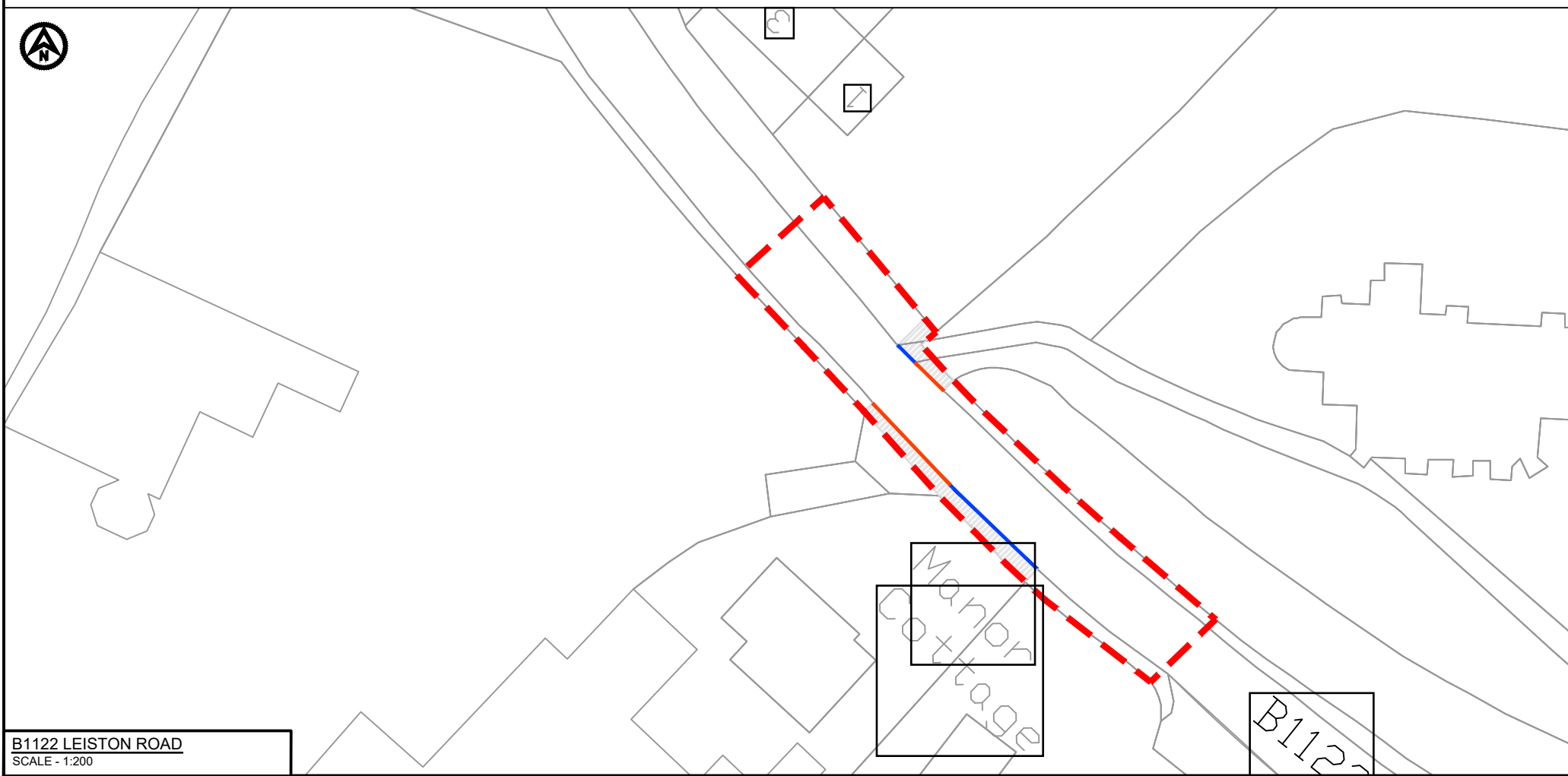
	Title	Drawing number
1	THEBERTON MITIGATION SCHEME (LINK 4b, B1122- Leiston Road) - Preliminary Design	TP-PB4842-DR028
2	MARLESFORD MITIGATION SCHEME (A12) PRELIMINARY DESIGN (SHEET 1 OF 2)	TP-PB4842-SK005
3	MARLESFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN (SHEET 2 OF 2)	TP-PB4842-SK006
4	YOXFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN	TP-PB4842-SK004
5	Friday Street Mitigation Scheme (A12/A1094 Friday Street) Proposed Giveway Layout - Preliminary Design	TP-PB4842-SK003
6	Friday Street Mitigation Scheme (A12 / A1094 Friday Street) Proposed Signage Layout - Preliminary Design	TP-PB4842-SK002
7	FRIDAY STREET MITIGATION SCHEME (A12/A1094 FRIDAY STREET) PROPOSED TRAFFIC SIGNAL - PRELIMINARY DESIGN	TP-PB4842-SK001
8	SNAPE MITIGATION SCHEME (A1094 - FARNHAM ROAD) - PRELIMINARY DESIGN	TP-PB4842-DR029

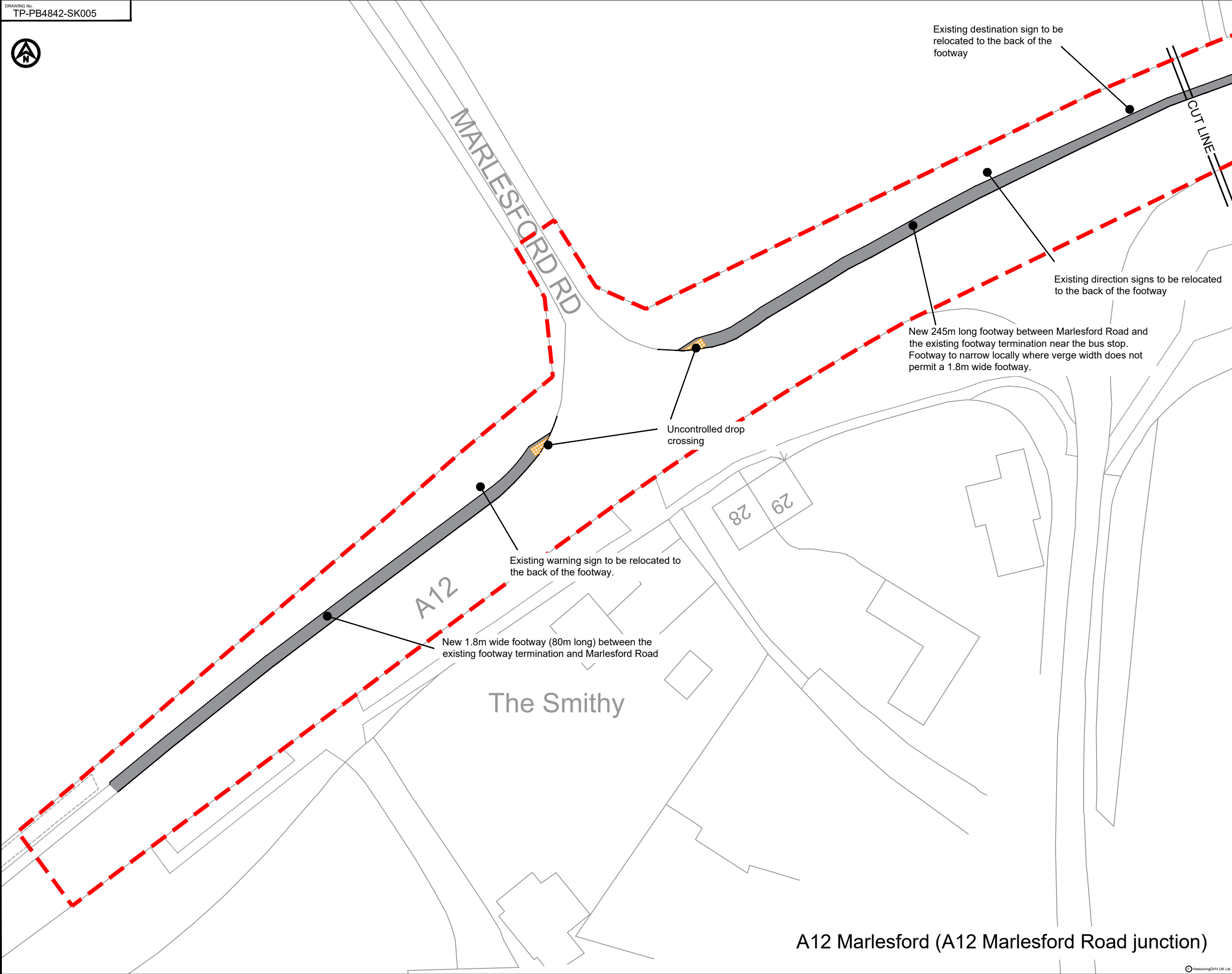
APPENDIX
Works Drawings



KEY

-  PROPOSED NEW FOOTWAY
-  PROPOSED DROPPED KERB
-  PROPOSED FULL HEIGHT KERB
-  TACTILE PAVING
-  INDICATIVE SITE EXTENTS





Existing destination sign to be relocated to the back of the footway

Existing direction signs to be relocated to the back of the footway

New 245m long footway between Marlesford Road and the existing footway termination near the bus stop. Footway to narrow locally where verge width does not permit a 1.8m wide footway.

Uncontrolled drop crossing

Existing warning sign to be relocated to the back of the footway.

New 1.8m wide footway (80m long) between the existing footway termination and Marlesford Road

- NOTES
1. Do not scale from this drawing, all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the public highway

KEY

	PROPOSED NEW/ WIDENED FOOTWAY
	DROPPED CROSSING POINT WITH TACTILE PAVING
	INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

REV	DATE	DESCRIPTION	BY	CHK	APP
D.01	22.03.21	FIRST ISSUE	SKT	ADR	ADR

REVISIONS

CLIENT



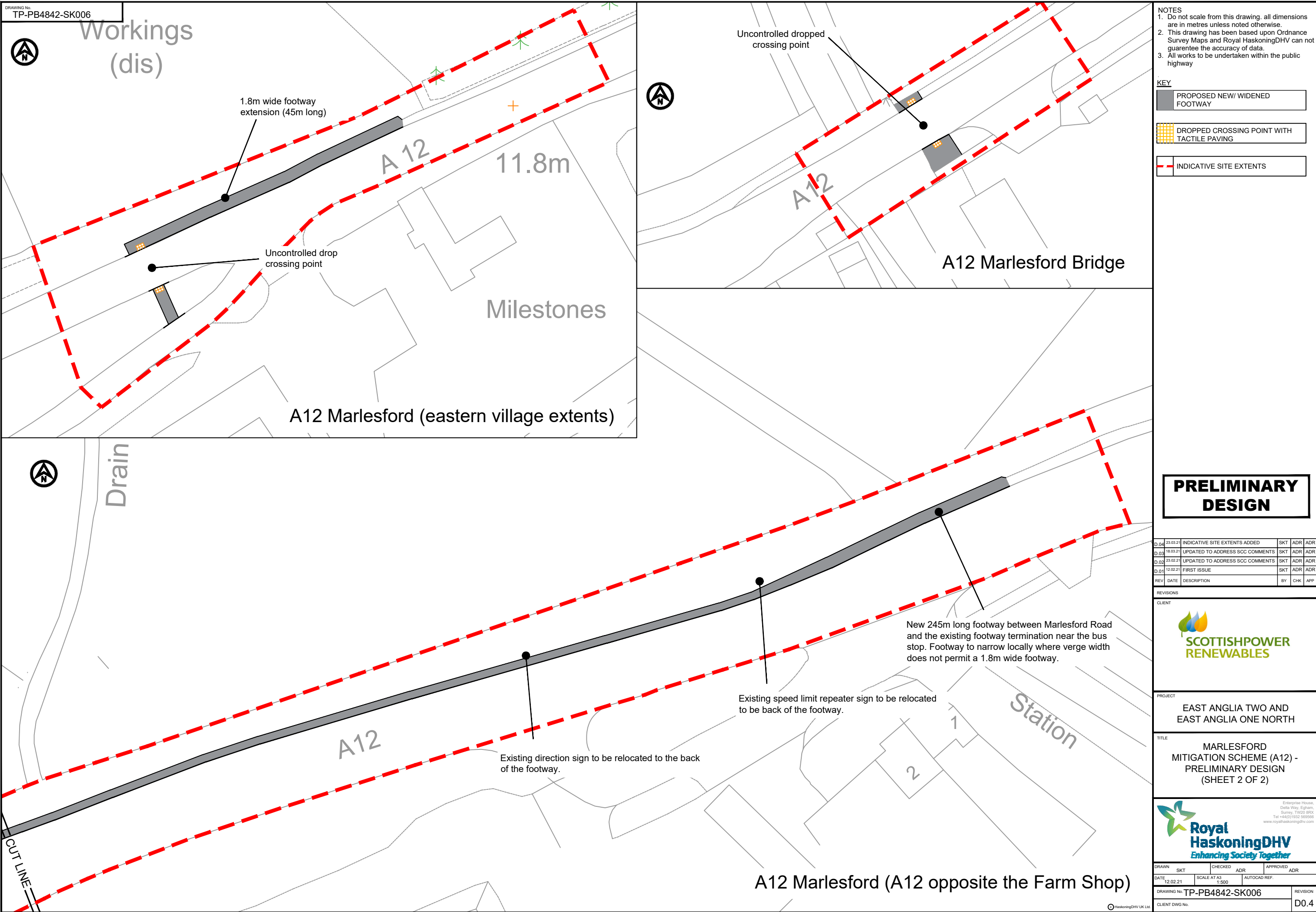
PROJECT
EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE
MARLESFORD MITIGATION SCHEME (A12)
PRELIMINARY DESIGN (SHEET 1 OF 2)



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	12.02.21	SCALE AT A3	1:500	AUTOCAD REF.	
DRAWING No	TP-PB4842-SK005	REVISION			
CLIENT DWG No.					D0.1

A12 Marlesford (A12 Marlesford Road junction)



- NOTES
1. Do not scale from this drawing. all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the public highway

KEY

	PROPOSED NEW/ WIDENED FOOTWAY
	DROPPED CROSSING POINT WITH TACTILE PAVING
	INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

D.04	23.03.21	INDICATIVE SITE EXTENTS ADDED	SKT	ADR	ADR
D.03	18.03.21	UPDATED TO ADDRESS SCC COMMENTS	SKT	ADR	ADR
D.02	23.02.21	UPDATED TO ADDRESS SCC COMMENTS	SKT	ADR	ADR
D.01	12.02.21	FIRST ISSUE	SKT	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

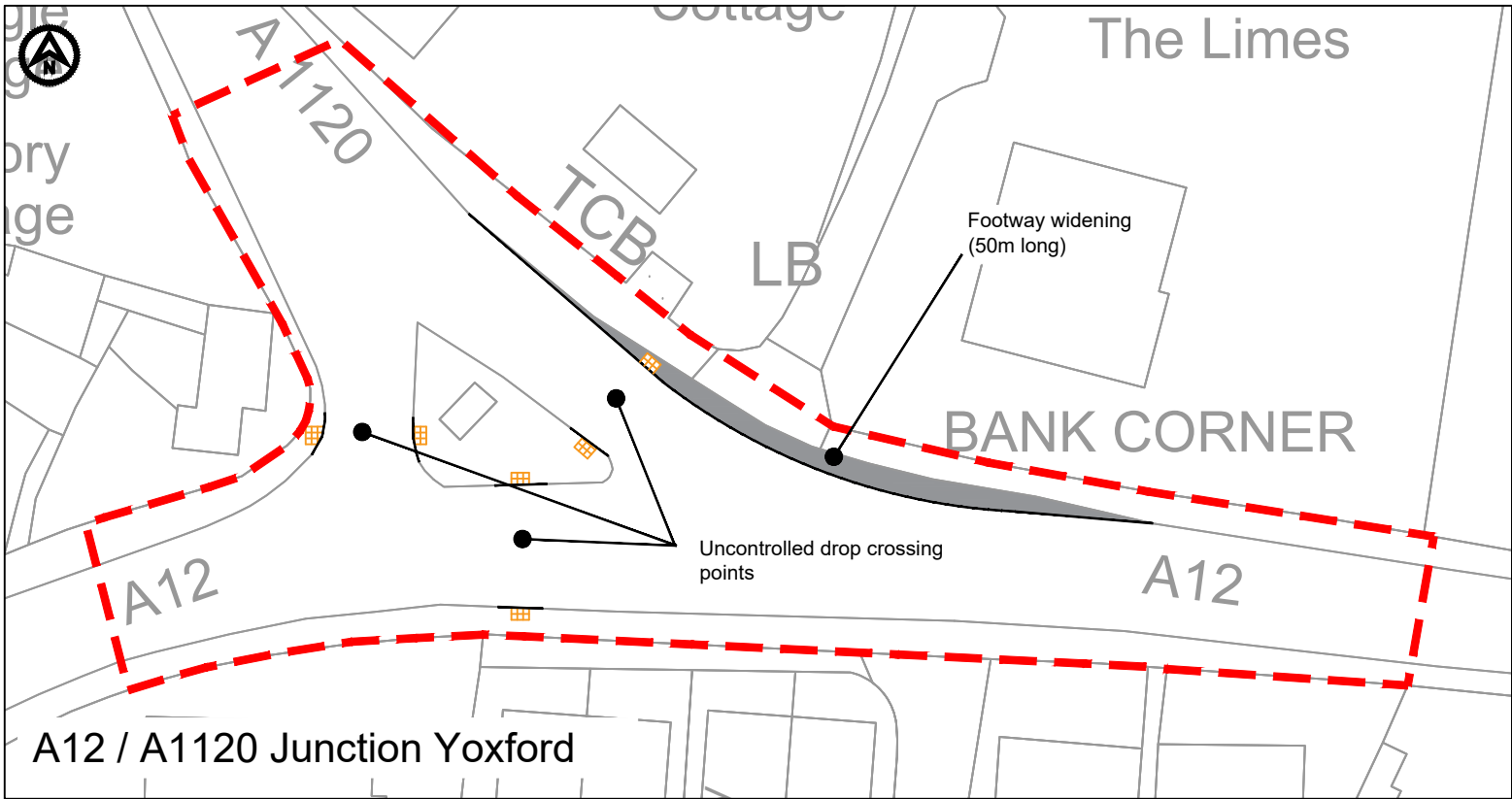
EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE

MARLESFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN (SHEET 2 OF 2)



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	12.02.21	SCALE AT A3	1:500	AUTOCAD REF.	
DRAWING No.	TP-PB4842-SK006	REVISION	D0.4	CLIENT DWG No.	



- NOTES
1. Do not scale from this drawing. all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the public highway

KEY

	PROPOSED NEW/ WIDENED FOOTWAY
	DROPPED CROSSING POINT WITH TACTILE PAVING
	INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

D.03	23.03.21	INDICATIVE SITE EXTENTS ADDED	SKT	ADR	ADR
D.02	23.02.21	AMENDED TO ADDRESS SCC COMMENTS	SKT	ADR	ADR
D.01	12.02.21	FIRST ISSUE	SKT	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT

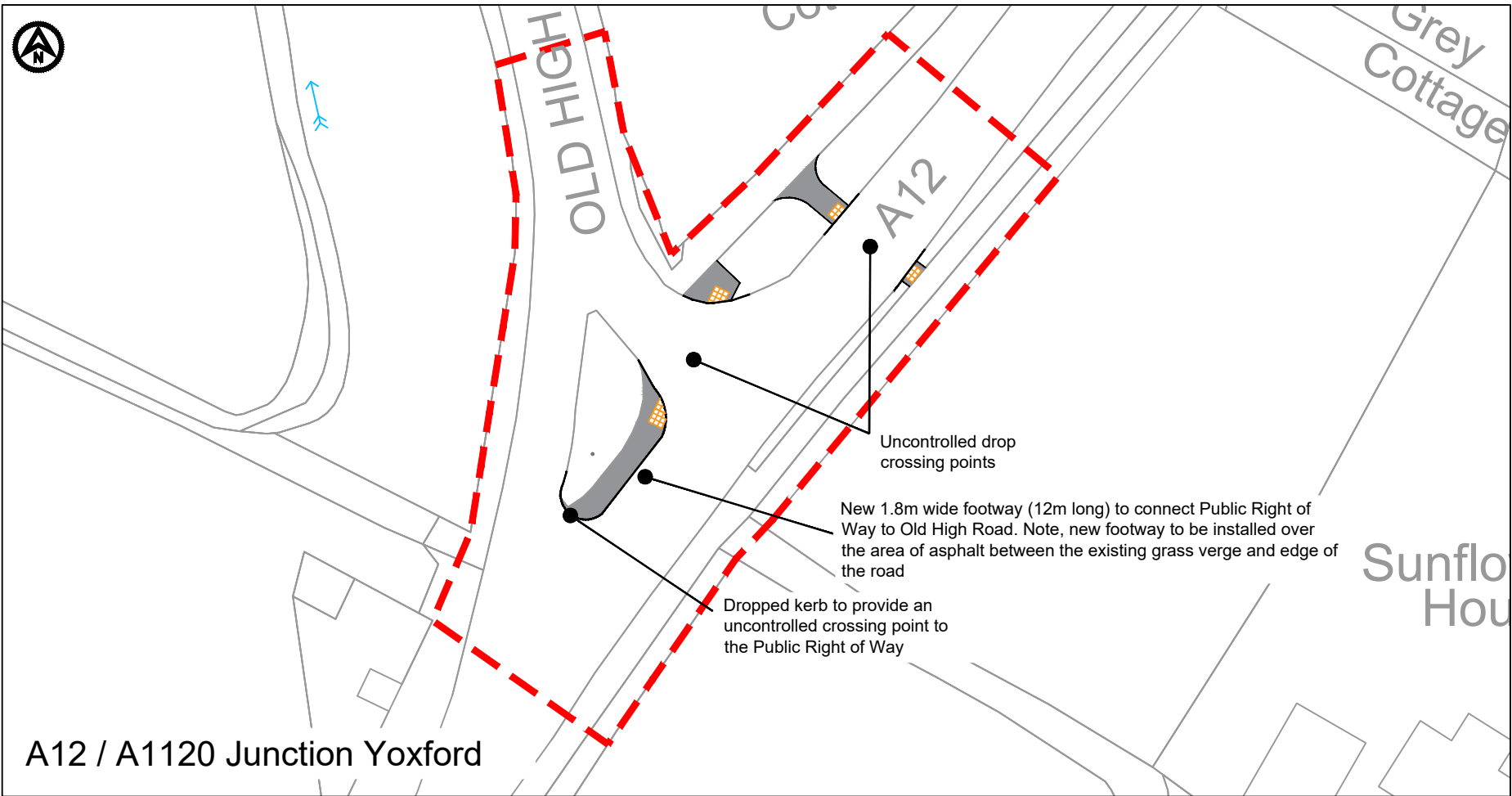


PROJECT
EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE
YOXFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	12.02.21	SCALE AT A3	1:500	AUTOCAD REF.	
DRAWING No.	TP-PB4842-SK004	REVISION	D0.3	CLIENT DWG No.	



DRAWING No.
TP-PB4842-SK003



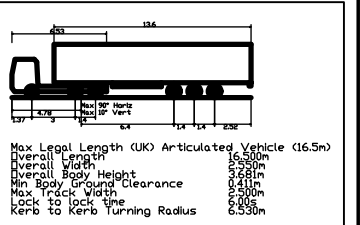
SCALE - 1:1000



SCALE - 1:500

- NOTES
- Do not scale from this drawing. all dimensions are in meters unless noted otherwise.
 - This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 - All works to be undertaken within the highway boundary

- KEY
- INDICATIVE SITE EXTENTS
 - EXISTING ROAD ALIGNMENT
 - NEW KERB LINE
 - EXISTING ROAD MARKING TO BE RETAINED/REFRESHED
 - REFLECTIVE MARKER POSTS
 - ILLUMINATED BOLLARD
 - HIGH FRICTION BLACK SURFACING, 50m BACK FROM THE STOP LINE
 - MAINTENANCE LAYBY
 - MAX. LEGAL ARTICULATED HGV SWEEP PATH (FORWARD GEAR)



PRELIMINARY DESIGN

D.02	23.03.21	INDICATE SITE EXTENTS ADDED	SKT	ADR	ADR
D.01	08.07.20	FIRST ISSUE	RNE	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

EAST ANGLIA TWO AND
EAST ANGLIA ONE NORTH

TITLE

Friday Street Mitigation Scheme
(A12/A1094 Friday Street)
Proposed Giveway Layout -
Preliminary Design



DRAWN RNE CHECKED ADR APPROVED ADR

DATE 08.07.20 SCALE AT A3 VARIES AUTOCAD REF.

DRAWING No. TP-PB4842-SK003 REVISION

CLIENT DWG No. D0.2

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- NOTES
1. Do not scale from this drawing. all dimensions are in meters unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. For proposed junction amendments please see Drawing No. TP-PB4842- Sketch 001.
 4. All works to be undertaken within the public highway

KEY

INDICATIVE SITE EXTENTS

EXISTING/ PROPOSED TRAFFIC SIGN LOCATION

PRELIMINARY DESIGN

D.04	23.03.21	INDICATIVE SITE EXTENTS ADDED	SKT	ADR	ADR
D.03	14.07.20	REPEATER SIGNS NOTE AMENDED	RNE	ADR	ADR
D.02	08.07.20	UPDATED TO SCC COMMENTS	RNE	ADR	ADR
D.01	06.07.20	FIRST ISSUE	RNE	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE

Friday Street Mitigation Scheme
(A12 / A1094 Friday Street)
Proposed Signage Layout -
Preliminary Design



DRAWN	RNE	CHECKED	ADR	APPROVED	ADR
DATE	06.07.20	SCALE AT A3	1:2000	AUTOCAD REF.	
DRAWING No.	TP-PB4842-SK002				REVISION
CLIENT DWG No.					D0.4

DRAWING No:
TP-PB4842-SK001



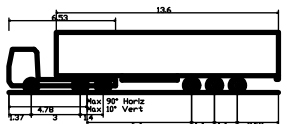
SCALE - 1:1000



SCALE - 1:500

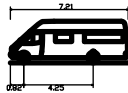
- NOTES**
1. Do not scale from this drawing. all dimensions are in meters unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.

- KEY**
- INDICATIVE SITE EXTENTS
 - EXISTING ROAD ALIGNMENT
 - NEW KERB LINE
 - EXISTING ROAD MARKING TO BE RETAINED/REFRESHED
 - EXISTING ROAD MARKING TO BE REMOVED
 - DMRB STOPPING SIGHT DISTANCE FOR 40MPH (120m)
 - PRIMARY SIGNAL HEAD
 - SECONDARY SIGNAL HEAD
 - REFLECTIVE MARKER POSTS
 - ILLUMINATED BOLLARD
 - EXISTING SPLITTER ISLAND TO BE REMOVED
 - HIGH FRICTION BLACK SURFACING, 50m BACK FROM THE STOP LINE
 - JUNCTION INTERVISIBILITY ZONE
 - MAINTENANCE LAYBY
 - MAX. LEGAL ARTICULATED HGV SWEEP PATH (FORWARD GEAR)



Max Legal Length (UK) Articulated Vehicle

Overall Length	16.50m
Overall Width	2.550m
Overall Body Height	3.51m
Min Body ground Clearance	0.81m
Max Track Width	2.500m
Lock to lock time	6.00s
Kerb to Kerb Turning Radius	6.530m



7.5t Panel Van

Overall Length	7.21m
Overall Width	2.210m
Overall Body Height	2.544m
Min Body ground Clearance	0.81m
Track Width	1.85m
Lock to lock time	4.00s
Kerb to Kerb Turning Radius	7.400m

PRELIMINARY DESIGN

D.04	23.03.21	INDICATE SITE EXTENTS ADDED	SKT	ADR	ADR
D.03	14.07.20	LARGE (7.5t) VAN SPA ADDED	RNE	ADR	ADR
D.02	02.07.20	A1094 - LEFT TURN LANE ADDED	RNE	ADR	ADR
D.01	24.06.20	FIRST ISSUE	SKT	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

EAST ANGLIA TWO AND
EAST ANGLIA ONE NORTH

TITLE

FRIDAY STREET MITIGATION
SCHEME (A12/A1094 FRIDAY
STREET)
PROPOSED TRAFFIC SIGNAL -
PRELIMINARY DESIGN



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	24.06.20	SCALE AT A3	VARIABLES	AUTOCAD REF.	
DRAWING No:	TP-PB4842-SK001				REVISION
CLIENT DWG No.					D0.4

DRAWING No.
TP-PB4842-DR029



Cottage

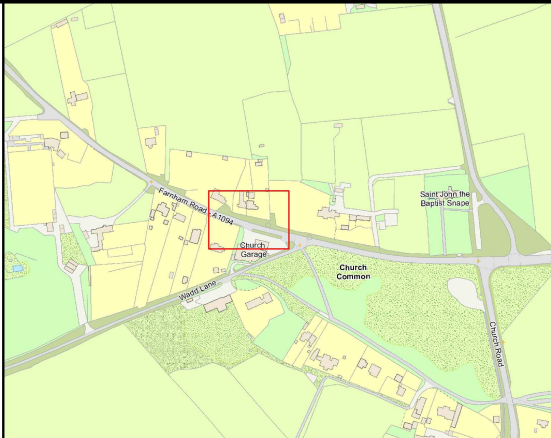
School

Old School House

Elmcot

Common Edge

A1094 FARNHAM ROAD
SCALE - 1:200



- NOTES
1. Do not scale from this drawing. all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken in the public highway

- KEY
- PROPOSED NEW FOOTWAY
 - PROPOSED DROPPED KERB
 - PROPOSED FULL HEIGHT KERB
 - TACTILE PAVING
 - INDICATIVE SITE EXTENTS

LB

Church Farm

GP



PRELIMINARY DESIGN

D0.3	23.03.21	INDICATIVE SITE EXTENTS ADDED	JL	SKT	ADR
D0.2	20.07.19	UPDATED TO CLIENT'S COMMENTS	JL	SKT	ADR
D.01		FIRST ISSUE			
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS



PROJECT
EAST ANGLIA TWO AND
EAST ANGLIA ONE NORTH

TITLE
SNAPE MITIGATION SCHEME
(A1094 - FARNHAM ROAD) -
PRELIMINARY DESIGN



DRAWN	JL	CHECKED	SKT	APPROVED	ADR
DATE	12.06.2019	SCALE AT A3	1:200	AUTOCAD REF.	
DRAWING No.	TP-PB4842-DR029	REVISION			D0.3
CLIENT DWG No.					

A1094 FARNHAM ROAD
SCALE - 1:200

18.0m

FARNHAM ROAD

GP

DATED

25 MARCH

2021

SUFFOLK COUNTY COUNCIL

(1)

-and-

EAST ANGLIA ONE NORTH LIMITED

(2)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980
and any other enabling power relating to
the development of land at (i) the A12/A1094; (ii) along the B1122 through Theberton; (iii) along the
A1094 north of Snape, (iv) through Marlesford; and (v) at Yoxford, Suffolk

Nigel Inniss
Head of Legal Services
Suffolk County Council
5Constantine Road Ipswich
Suffolk IP1 2DH

Ref: 65195/JL

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THIS AGREEMENT is made the 25th day of MARCH 2021

BETWEEN the following parties:-

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (“the County Council”)
- (2) **EAST ANGLIA ONE NORTH LIMITED**, whose registered office is 3rd Floor, 1 Tudor Street, London, United Kingdom, EC4Y 0AH (Company Number 11121800) (“the Developer”)

RECITALS AND DEFINITIONS

- (A) in this Agreement unless the context otherwise requires the following words shall have the following meanings:-

“1980 Act”	Means the Highways Act 1980 (as amended)
“Approved Contractor”	Means the contractor(s) approved by the County Council for carrying out highway works of the value and complexity proposed
“Approved Contractor”	Sub- Means the sub-contractor(s) approved by the County Council for carrying out highway works of the value and complexity proposed.
“CDM Regulations”	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
“Certificate of Final Completion”	Means any of the certificates referred to in paragraph 15.1 or paragraph 15.3 of Schedule I
“Certificate of Substantial Completion”	Means any of the certificates referred to in paragraph 14.2 of Schedule I
“Commutated Sum”	Means the reasonable estimate of the County Council’s future maintenance liability of the relevant part of the Highway Works (with the exception of the works removing and restoring the Friday Street Mitigation Scheme for which no commuted sum is payable) calculated from the expected date of issue of the relevant Certificate of Final Completion up until the expected date of completion of construction of the Onshore DCO Works (or if works under the East

Anglia Two DCO are expected by the Developer (the Developer acting reasonably) to be implemented and the expected date of completion of construction of the equivalent onshore works under that DCO is expected to be later, then that later date) and as submitted to and agreed by the Director pursuant to paragraph 1.2.5 of Schedule I

“Construction Traffic Management Plan”	Means the construction traffic management plan or plans approved pursuant to Requirement 28 of the DCO
“Contract”	Means the contract or contracts in respect of each and all of the Highway Works
“Contractor”	Means the contractor or contractors who have been awarded the Contract to execute the Highway Works. For the avoidance of doubt the aforementioned definition does not include any subcontractor
“DCO”	Means the East Anglia ONE North Offshore Wind Farm Order, applied for under section 37 of the 2008 Act by the Developer and accepted for examination by the Secretary of State on 22 November 2019 with reference number EN010077, as made or as thereafter varied
“Director”	the County Council’s Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
“East Anglia Two DCO”	means the East Anglia TWO Offshore Wind Farm Order applied for under section 37 of the 2008 Act by the Developer and accepted for examination by the Secretary of State on 22 November 2019 with reference number EN010078, as made or as thereafter varied
“Friday Street Mitigation Scheme”	Means the works and arrangements required as part of the Friday Street Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to the A12/A1094 pursuant to paragraph 1.2.1 of Schedule I

“Highway Works”	Means the works and arrangements collectively or individually as the context requires which are set out in Schedule III of this Agreement and shown indicatively in the Works Drawings and the technical details of which are to be more fully specified and submitted for approval pursuant to paragraph 1.2.1 of Schedule I
“Marlesford Mitigation Scheme”	Means the works and arrangements required as part of Marlesford Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to Marlesford pursuant to paragraph 1.2.1 of Schedule I
“Onshore DCO Works”	Means construction activities pursuant to Works Numbers 6 to 43 of the DCO
“Performance Bond”	Means the bond with the Surety for the Highway Works or any relevant part of the Highway Works, such bond to be in the form set out in Schedule II, to the effect that should the Developer default in the execution of any obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Surety to provide the full value of the Performance Bond (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid.
“Performance Bond Figure”	Means the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10 per cent in respect of the Highway Works or any relevant Highway Works submitted to and agreed by the Director pursuant to paragraph 1.2.3 of Schedule I or as amended from time to time following the approval of the Director at the request of the Developer.
“Performance Bond Surety”	Means the Surety for the Performance Bond who has been approved by the Director pursuant to paragraph 1.2.4 of Schedule I or as amended from time to time following the approval of the Director at the request of the Developer.
“Road Safety Audit”	Means the evaluation of each and all of the Highway Works during design and at the end of construction to identify potential road safety

problems that may affect any users of the highway and to suggest measures to eliminate or mitigate those problems in accordance with Department for Transport standards or by the County Council as agreed by the Director

“Site”

Means land collectively or individually as the context dictates situated at (i) the A12/A1094; (ii) along the B1122 through Theberton; (iii) along the A1094 north of Snape, (iv) through Marlesford; or (v) at Yoxford, Suffolk with the indicative extent of the working area shown edged by a broken red line for identification only on the Works Drawings

“Snape Mitigation Scheme”

Means the works and arrangements required as part of the Snape Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to the A1094 north of Snape pursuant to paragraph 1.2.1 of Schedule I

“Specification”

The County Council's “Specification for Estate Roads” dated May 2007 (or later amendment current at the date of this Agreement) so far as this is consistent with the plan and the details (subject to any variations agreed in writing)

“Sub-contractor”

Means the sub-contractor(s) working for the Contractor(s) who have been contracted to execute the Highway Works

“Substantial Completion”

Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed

“Technical Standards”

Means the standards necessary to ensure complete conformity with all UK and EU primary and secondary legislation (including by-laws) all guidance standards and codes of practice issued by the Department for Transport the County Council statutory undertakers and relevant professional institutes the Road Safety Audit and formal instructions issued by the Director from time to time during the design and implementation of the Highway Works and for the avoidance of

	doubt this shall include the Traffic Signs Regulations and General Directions 2016 and BS5489 in relation to the design of any street lighting
"Theberton Mitigation Scheme"	Means the works and arrangements required as part of the Theberton Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to the B1122 through Theberton pursuant to paragraph 1.2.1 of Schedule I
"Works Drawings"	Means the attached drawings bearing the numbers referred to in Schedule IV and appended hereto or any subsequent revision of them which has been approved or requested by the Director and which indicatively show the Highway Works
"Yoxford Mitigation Scheme"	Means the works and arrangements required as part of Yoxford Mitigation Scheme by the Construction Traffic Management Plan and/or such works and arrangements approved by the Director in relation to Yoxford pursuant to paragraph 1.2.1 of Schedule I

(B) In this Agreement unless the context otherwise requires :-

- (i) Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and
- (ii) Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and
- (iii) "party" or "parties" means a party or parties to this Agreement; and
- (iv) references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;
- (v) where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and
- (vi) the headings and contents list in this Agreement shall not form part of or affect its construction; and

- (vii) references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and
 - (viii) where a party or any officer or employee is required to give its consent approval or agreement to or under any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
 - (ix) any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- (C) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the areas within which the Site is situated and the Highway Works will be carried out.
- (D) The Developer is entering into this Agreement for the purposes of carrying out the Highway Works if, and to the extent, such works are required pursuant to the Construction Traffic Management Plan or the Developer considers such works will be required pursuant to the Construction Traffic Management Plan once approved.
- (E) Having regard to the development plan and other material considerations the County Council considers it expedient in the interests of the proper planning of their area that the Highway Works need to be carried out to facilitate development under the DCO and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows:-

1 COMMENCEMENT

- 1.1 Save for any costs due on completion of this Agreement pursuant to Paragraph 18.1 this Agreement shall not commence and shall have no effect unless and until the Secretary of State grants the DCO.

2 LEGAL EFFECT

- 2.1 This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers
- 2.2 This Agreement is a Deed. Any financial default under this Agreement will be registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 2.3 No waiver (whether express or implied) by the County Council of any breach or default by the Developer in the performance or observance of any of the covenants, terms or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants, terms or obligations or from acting upon any subsequent breach or default in respect thereof
- 2.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 2.5 This Deed is governed by and interpreted in accordance with English law and shall be determined in the Courts of England and Wales

3 NOTICES

- 3.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post or sent by the DX service to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered by hand or by recorded delivery post or by the DX service to the address of the party concerned as nominated in sub-clause 3.2. below
- 3.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The County Council

Suffolk County Council Constantine

House 5 Constantine Road Ipswich IP1 2DH
marked for the attention of the Assistant Director
of Governance, Legal and Assurance (or where
the context requires the Director of Growth,

	Highways and Infrastructure, Constantine House 5 Constantine Road Ipswich IP1 2DH)
The Developer	EAST ANGLIA ONE NORTH LIMITED, 3 rd Floor, 1 Tudor Street, London, United Kingdom, EC4Y 0AH marked for the attention of the Company Secretary

- 3.3 Any notice or other written communication to be given by the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the County Council by a duly authorised officer

4 GENERAL

- 4.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council
- 4.2 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly
- 4.3 The County Council and their respectively duly authorised officers and agents may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with

5 ARBITRATION

- 5.1 Any dispute or difference arising between the parties as a result of this Agreement may be referred to the arbitration of a single arbitrator to be agreed upon between the parties or failing agreement within fourteen days after either of the parties has given to the other a written request requiring the appointment of an arbitrator to a person to be

appointed at the request of either of the parties by the President for the time being of The Institution of Civil Engineers

- 5.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-
- (a) the seat of the arbitration shall be at the County Council's offices in Ipswich Suffolk
 - (b) where appropriate the arbitrator may consolidate arbitral proceedings
 - (c) with the parties' agreement the arbitrator may appoint experts or legal advisers
- 5.3 A party wishing to refer any such dispute or difference to arbitration shall notify the other party in writing of such intention without delay
- 5.4 The arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the arbitrator when such parties may also agree that such arbitrator shall act as an expert
- 5.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the arbitrator

6 COVENANTS

- 6.1 The Developer covenants and warrants to the County Council that it has full power to enter into this Agreement
- 6.2 The Developer hereby covenants and undertakes with the County Council that from the commencement of this Agreement it will (unless otherwise agreed by the County Council) comply with the obligations and restrictions set out in Schedule I hereto
- 6.3 The County Council without prejudice to its statutory powers and duties hereby appoints the Developer to act as its agent and gives to the Developer licence (in so far as is reasonably necessary for the Developer to perform the obligations and rights under the terms of this Agreement) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway

- 6.4 The County Council shall be responsible for drafting, consulting on, making and seeking confirmation (each as soon as reasonably practicable after a written request from the Developer) of any legal order required as part of the Highway Works under the Road Traffic Regulation Act 1984 or any other legislation in accordance with the applicable regulations, subject always to the Developer paying its costs in accordance with Paragraph 18 of Schedule I to this Agreement.
- 6.5 The Developer covenants with the County Council not to commence the Highway Works set out in Schedule III unless road space has first been booked with the County Council
- 6.6 The Developer covenants with the County Council as Highways Authority to give written notice not less than three calendar months prior to works commencing, in order that the County Council as Highways Authority has sufficient time to ensure that the commencement of works will cause the least disruption possible to road users. The County Council reserves the right to refuse consent and/or to stop works under the terms of this Agreement and relevant legislation where the aforesaid notice period is not complied with
- 6.7 The Developer covenants with the County Council as Highways Authority to comply with the provisions of the New Roads and Street Works Act 1991, the Traffic Management Act 2004 and any amendments thereof
- 6.8 The County Council covenants with the Developer that on the date of issue of the Certificate of Final Completion the Highway Works shall thenceforth be, operated by the County Council as Highways Authority as highways maintainable at the public expense
- 6.9 In the event that prior to the date of completion of construction of the Onshore DCO Works the County Council has notified the Developer in writing that all or some of the Friday Street Mitigation Scheme should be removed and the relevant Site restored ("Notice to Remove"), then the Developer covenants with the County Council to remove the works so specified and to restore the relevant Site to the extent practicable and to the satisfaction of the County Council (the County Council being obliged to act reasonably) within three months of the later of (i) the completion of all construction activities proposed to be carried out pursuant to the Onshore DCO Works and (ii) the Notice to Remove.

7 THIRD PARTY RIGHTS

8.1 This Deed may be entered into in the form of two or more counterparts each executed by one or more of the parties but taken together shall constitute one instrument.

The COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)

EXECUTED AS A DEED by
EAST ANGLIA ONE NORTH LIMITED)
acting by H Chalmers)
and J Cole)

~~Discussed~~

Director: TRC 11/11/2011

Dwight

SCHEDULE I

1 THE DESIGN OF THE HIGHWAY WORKS

- 1.1 The design of the Highway Works shall be to the satisfaction of the Director (the Director being obliged to act reasonably) with due consideration of the Technical Standards
- 1.2 No work on any particular Highway Works shall commence and no Contract for their construction shall be let until in respect of those works
 - 1.2.1 full details of the design of the Highway Works to be commenced in the form of plans, drawings, specifications and other materials have been submitted to the Director together with the name of the principal designer (whom the Developer shall appoint for the full duration of the design and construction of each and all of the Highway Works) in accordance with the CDM Regulations and any codes of practice referred to therein
 - 1.2.2 the Director has given his written approval to the relevant part of the Highway Works to be commenced and such approval shall not be given if the said plans, drawings, specifications and other documentation have not adequately addressed the issues raised in the pre-construction stages of the Road Safety Audit process and if given shall lapse if the Highway Works are not commenced within twelve (12) months of the date of the said Director's approval
 - 1.2.3 the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10 per cent in respect of those Highway Works has been submitted to and approved in writing by the Director;
 - 1.2.4 the proposed Surety for the Performance Bond in respect of those Highway Works has been submitted to and approved in writing by the Director;
 - 1.2.5 the proposed value of the Commuted Sum in respect of that part of the Highway Works has been submitted to and agreed in writing by the Director and paid to the County Council; and

- 1.2.6 Evidence that the relevant Highway Works are fully within the boundary of the Highway adopted by the County Council has been submitted to and approved in writing by the Director.

Provided always and for the avoidance of doubt that nothing in this Agreement is intended to (i) prevent submission and approval at different times for different works pursuant to this paragraph 1.2 (or indeed any other provision of this Agreement) or (ii) prevent submission and approval of works pursuant to this paragraph 1.2 (or indeed any other provision of this Agreement) and/or implementation of any Highway Works in accordance with this Agreement prior to approval of the Construction Traffic Management Plan.

- 1.3 If the Director does not propose to give his approval in relation to those matters referred to in paragraph 1.2 of this Schedule he shall in each case as soon as possible in writing inform the Developer and if the Director requires amendments or additions to the plans drawings specifications and other materials referred to in paragraph 1.2 of this Schedule these amendments shall be undertaken by the Developer at his own expense and a revised set of updated documents shall be re-submitted to the Director for his approval
- 1.4 Without prejudice to paragraph 1.2 of this Schedule, the Director shall not give his approval as referred therein until the Developer has paid the sum referred to in paragraph 18.1.3 towards the cost of checking the design of the Highway Works and inspecting the Highway Works. The Highway Works at all times shall be carried out in accordance with the plans, drawings, specifications and other materials which have received the Director's approval referred to in paragraph 1.2 of this Schedule and the Developer shall in the execution of the Highway Works comply or ensure that the Contractor complies with the Technical Standards

2 LETTING OF THE CONTRACT

- 2.1 No Contract shall be let until all traffic management measures have been prepared by the Developer and approved in writing by the Director ("the approved programme") and thereafter each of the Contracts will be offered to an Approved Contractor
- 2.2 The Contract to be let under paragraph 2.1 of this Schedule shall be let under NEC3 suite of contracts (and any amendments thereto shall be approved by the Director) and the Developer shall obtain the agreement of the Contractor to be bound by the agreed drawings in Schedule IV (as amended and supplemented pursuant to this Agreement)

- 2.3 The Contract shall be awarded by the Developer subject to the Director having first given his written approval to the proposed chartered engineer(s) or other suitably qualified person(s) who shall be independent of the Contractor and will supervise the execution of the Highway Works by the Contractor
- 2.4 The Developer shall not award the Contract unless the Approved Contractor and the Approved Sub-Contractor/s concerned are insured throughout the period of the Contract (such period to include the maintenance period detailed in paragraph 15.1 of this Schedule) for public liability risks in the sum of at least ten million pounds (£10,000,000) in respect of any single claim and the Developer shall ensure that the Contractor remains so insured throughout the period of the Contract and prior to the commencement of each or all of the Highway Works or any maintenance works carried out in accordance with paragraph 15.1 of this Schedule the Developer shall produce to the Director insurance policies fully covering the Developer's liability in respect of the matters set out in this Agreement
- 2.5 The Developer shall not sub-contract or assign the Contract without the written approval of the Director and any sub-contractor shall be an Approved Sub-Contractor

3 INSPECTION OF THE HIGHWAY WORKS

- 3.1 The Developer shall provide the Director with not less than twenty four (24) hours nor more than seventy two (72) hours notice (excluding weekends and bank holidays) of any intended execution of the Highway Works specifying the tasks to be carried out in accordance with the approved programme referred to in paragraph 2.1 of this Schedule
- 3.2 Without prejudice to the approved programme the Developer shall notify the Director in writing at least twenty eight (28) days prior to the commencement of any work connected with statutory undertaker's equipment
- 3.3 The Developer shall during the progress of each and all of the Highway Works give to or procure for the Director and any person or persons duly authorised by him free access to every part of the Highway Works and the site thereof and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given by the Director to conform to the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule

- 3.4 The Developer shall not cover up or put out of view any works forming part of the Highway Works without the approval of the Director and shall afford full opportunity for the Director to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least seventy two (72) hours' notice to the Director whenever any such work or foundations is or are ready or about to be ready for examination
- 3.5 The Director shall without unreasonable delay, unless she considers it unnecessary and advises the Developer accordingly, attend when required by the Developer for the purpose of examining such works or of examining such foundations
- 3.6 The Director shall for the purposes of paragraphs 3.1 to 3.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

4 TESTING OF MATERIALS

- 4.1 The Developer shall reimburse the County Council for all reasonable costs and expenses whatsoever arising from the operation of paragraphs 4.2 to 4.5
- 4.2 The Director shall require the testing of materials plant and workmanship used or proposed to be used in the Highway Works and in his reasonable discretion have the power to reject any materials plant or workmanship so tested which he may reasonably and properly find to be not in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule
- 4.3 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule
- 4.4 The Director shall for the purposes of paragraphs 4.1-4.5 be allowed reasonable access and admission to the Highway Works or the places where materials or plant for the Highway Works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the Developer)

- 4.5 The Developer shall as soon as is reasonably practicable remove such materials and plant as are rejected by the Director pursuant to paragraph 4.2. of this Schedule which are not capable of repair or remedy from the site of the Highway Works and if the Developer shall wish to continue to store such rejected materials and plant on the site of each and all of the Highway Works they shall be stored separately from those materials and plant which have not been so rejected or which the Developer shall wish in future to use in execution of the Highway Works

5 OPENING OF THE HIGHWAY WORKS

- 5.1 During the construction of each and all of the Highway Works and prior to the issue of the Certificate of Completion:

- 5.1.1 the Director may issue instructions to the Developer to open or expose any of the Highway Works which has been covered up without previously being inspected by the Director
- 5.1.2 should the Developer fail to comply with any such instructions the County Council may so take up or expose the relevant part of the Highway Works causing as little damage or inconvenience as is possible in respect of any other part or parts of the Highway Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Developer

PROVIDED THAT if the Highway Works or any part or parts thereof are covered up by the Developer after giving the notice referred to in paragraph 3.4 of this Schedule and the Director shall have failed to inspect in the period therein referred to and the Director shall subsequently require the Highway Works or any part of them to be uncovered for the purposes of inspection:-

- (a) if inspection reveals the relevant part or parts of the Highway Works to have been completed in accordance with the approved detailed plans drawings and specification referred to in paragraph 1.2 of this Schedule all costs in respect of such uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the County Council; or
- (b) if inspection reveals the relevant part or parts of the Highway Works not to have been completed in accordance with the approved detailed plans drawings and specifications referred to in paragraph 1.2 of this Schedule

all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the Highway Works uncovered shall be borne by the Developer

6 UNDERTAKERS

6.1 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works and prior to the issue of the Certificate of Substantial Completion the Developer shall also:-

- (a) carry out or procure the carrying out of such works and activities in regard to the plant and equipment of undertakers as are required by undertakers in accordance with their statutory powers under the New Roads and Street Works Act 1991 as a result of the construction or intended construction of each and all of the Highway Works
- (b) cause all public sewers, highway drains gas and water mains electric cables and telecommunications ducts or other apparatus which are to be laid by the Developer under the Highway Works together with all necessary connections from them to the boundary of the Highway Works to be laid so far as is practicable under the Highway Works before the foundation of the Highway Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamp to be laid before the paving of the footways comprised in the Highway Works is carried out
- (c) cause all trench works within the highway to be backfilled and reinstated in accordance with the Specification for the Reinstatement of Openings in the Highway as determined from time to time under the New Roads and Street Works Act 1991
- (d) not at any time give consent as part of the Highway Works to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company

firm or individual of any over ground or underground equipment without the consent in writing of the Director

7 PROTECTION OF THE PUBLIC

- 7.1 The Developer shall give due consideration to adjoining owners and occupiers of the Site at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 7.2 Prominent notices shall be displayed and maintained around the perimeter of the Site of each and all of the Highway Works to warn the public of the dangers of entering the site of the Highway Works
- 7.3 The Developer shall nominate a member of the site management team as the contact point for the Director in the event of an emergency and shall advise a daytime and twenty-four (24) hour contact number to the Director for the same purpose
- 7.4 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise from the Highway Works and in particular:
 - 7.4.1 the Developer shall afford all reasonable facilities to enable the Director to carry out such investigations of the Site as she may deem necessary in order to determine noise emission levels
 - 7.4.2 all vehicles and plant including compressors at the Site shall be fitted with effective silencers and acoustic covers as appropriate and maintained in good working order and all static plant shall be located to minimise nuisance to persons living or working in the vicinity of the Highway Works
 - 7.4.3 all portable traffic signals and pumps used for the Highway Works shall be operated from mains electricity unless otherwise agreed with the Director
 - 7.4.4 noisy activities as part of the Highway Works shall not be permitted on Sundays and Bank Holidays and except as agreed in writing by the Director shall not be permitted outside the hours of 9.30 a.m. to 4.30 p.m. Monday to Friday and 9.30 a.m. to 1 p.m. on Saturdays

PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of noise from the construction of the Highway

Works the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense

- 7.5 Compliance with the provisions of paragraph 7.4 shall not relieve the Developer of any of his obligations and liabilities under this Agreement the Control of Pollution Act 1974 or the Environmental Protection Act 1990
- 7.6 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from dust as a result of the Highway Works and as far as practicable the Highway Works are to be carried out in such a way that dust is kept to a minimum PROVIDED THAT if in the reasonable opinion of the Director the Developer is not dealing adequately with the control of dust from the construction of the Highway Works the Developer shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Developer's expense
- 7.7 The Developer shall arrange the regular removal of refuse from the Highway Works likely to encourage vermin and arrange for suitable secure storage containers to be provided for collection
- 7.8 The Developer shall keep a log book on site to record all complaints received from the public in relation to the Highway Works and the action taken in response and the log book shall be available for inspection by the Director

8 PREVENTION OF MUD BEING CARRIED ON THE PUBLIC HIGHWAY

- 8.1 Provision shall be made at the site of each and all of the Highway Works to limit in so far as is practicable the amount of mud dust and other materials carried on to adjacent public highways by vehicles and plant leaving such site
- 8.2 The Developer shall keep or procure the keeping of all roads footpaths rights of way and other means of passage leading to or from or crossing the site of each and all of the Highway Works free from mud slurry or other hazardous substances that are deposited through the construction of the Highway Works and any such substance so deposited on any such road footpath right of way or other means of passage shall be promptly removed by or at the direction of the Developer
- 8.3 The Director may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Developer and any losses or expenses incurred as a result shall be borne by the Developer and on removal of such

substances the Director shall reopen such crossings entrances and exits and the Developer shall bear the costs incurred

9 TRAFFIC CONTROL

9.1 During the periods when the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the site of the Highway Works

9.2 The Highway Works shall be signed and protected to at least the standards of Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and the proposed arrangements shall be approved in writing by the Director before the Highway Works commence

10 TIMING

10.1 No Highway Works within or affecting existing public highways or temporary diversions which could interfere with the traffic flow will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director

11 SAFETY

11.1 During the periods when the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing, warning signs when and where necessary, and undertake such further measures as may be reasonably required by the Director

12 ACCOMMODATION WORKS

12.1 The Developer shall carry out or ensure that there shall be carried out all related accommodation works associated with the Highway Works

13 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

13.1 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations

- 13.2 The relevant Highway Works shall not commence until the Developer as the only client has provided to the Director:
- 13.2.1 an estimate of the number of working days and/or person days of construction work and the number of workers working on site simultaneously at any one point in the project which the Contract will entail
 - 13.2.2 written details of the principal designer and the principal contractor appointed for the project and also provide copies of the Construction Phase Plan and Health & Safety File
 - 13.2.3 a copy of the Notification of Project (form HSE F10) to the HSE pursuant to Regulation 6 of the CDM Regulations
- 13.3 Throughout the Highway Works the Developer shall provide to the Director copies of the updates and revisions to the construction phase plan and Health and Safety File in relation to the Highway Works pursuant to Regulation 12
- 13.4 Within 28 days of issue of the Certificate of Substantial Completion for any or all of the Highway Works the Developer shall provide to the Director
- 13.4.1 a plan showing the land over which those Highway Works have been constructed and
 - 13.4.2 a Health and Safety file conforming in all respects with the CDM Regulations and which shall accord with the current format used by the County Council to include a separate Health and Safety File for each structure
 - 13.4.3 The Director shall be at liberty to delay issue of the Certificate of Final Completion in respect of any of the Highway Works if the Developer fails to provide the Director with the documents referred to in 13.4.1 and 13.4.2 above within twenty eight (28) days of issue of any Certificate of Substantial Completion for any of the Highway Works equivalent to the number of days after the twenty eight (28) day period that the documents were submitted
- 13.5 In respect of the Highway Works generally the Developer shall provide to the Director the final information in both paper and electronic format and shall at least comprise:
- 13.5.1 1:500 scale (or alternative scale as may be specified by the Director) "as built" drawings

- 13.5.2 records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- 13.5.3 records of the sources of supply of all deliveries of road construction materials with details of the location of the Highway Works at which each load is placed
- 13.5.4 records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc used for the Highway Works.
- 13.6 The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this paragraph
- 14 SITE CLEARANCE AND CERTIFICATE(S) OF SUBSTANTIAL COMPLETION
- 14.1 On Substantial Completion of the Highway Works the Developer shall:-
 - 14.1.1 clear away and remove from the site of the Highway Works all constructional plant and temporary works of every kind and leave the site of the Highway Works in a neat and tidy condition to the satisfaction of the Director (the Director being obliged to act reasonably) and
 - 14.1.2 carry out stage 3 of the Road Safety Audit process and comply to the satisfaction of the Director (the Director being obliged to act reasonably) with recommendations arising thereunder prior to the opening of the Highway Works to the public
- 14.2 Upon Substantial Completion of the relevant part of the Highway Works including any additional work resulting from stage 3 of the Road Safety Audit process to the satisfaction in all respects of the Director (the Director being obliged to act reasonably) he shall issue a Certificate of Substantial Completion in respect of those Highway Works to the Developer provided that all costs and expenses owing to the County Council have been paid in respect of those Highway Works
- 14.3 Where the Developer has provided a Performance Bond , then after the issue of a relevant Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of the Performance Bond Figure in respect of the relevant Highway Works and the County Council may release the Developer and the Surety

and each of them from their obligations under the Performance Bond in respect of the relevant Highway Works to such extent (noting for the avoidance of doubt that the bond relevant to the Friday Street Mitigation Scheme reinstatement shall not be reduced below the level estimated to be required for reinstatement works unless and until (i) the relevant Highway Works have been removed pursuant to Clause 6.9 and a Certificate of Substantial Completion issued in respect thereof or (ii) the time period for issuing a Notice to Remove pursuant to Clause 6.9 has expired and no Notice to Remove in respect of the relevant works has been issued).

15 DEFECTS CORRECTION PERIOD AND CERTIFICATE OF FINAL COMPLETION

- 15.1 With the exception of (i) the traffic signal and associated electrical equipment forming part of the Friday Street Mitigation Scheme; and (ii) the works to remove the Friday Street Mitigation Scheme pursuant to Clause 6.9 (which works shall, irrespective of anything to the contrary in this agreement, be issued a Certificate of Final Completion at the same time as being issued a Certificate of Substantial Completion) the Developer shall maintain each and all of the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period having considered paragraph 15.2) from the issue of the related Certificate of Substantial Completion and prior to the expiration of the relevant period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period (including any defect in or damage to the surface water drainage system) so as to place the highway and the relevant Highway Works in a condition satisfactory to the Director (the Director being obliged to act reasonably).
- 15.2 After the expiration of the period of twelve (12) months from Substantial Completion or the date the Onshore DCO Works commenced (whichever is the latter) and other than in respect of (i) the traffic signal and associated electrical equipment forming part of the Friday Street Mitigation Scheme; and (ii) the works to remove the Friday Street Mitigation Scheme pursuant to Clause 6.9, the Developer shall (unless the Director writes to the Developer informing him that it is to be carried out sooner or that he does not need to do so) carry out stage 4 of the Safety Audit and comply to the satisfaction of the Director with any recommendations arising thereunder.
- 15.3 After the expiration of the relevant period referred to in paragraph 15.1 (or such lesser period as agreed in writing by the Director under paragraph 15.1) and after any defects have been made good as therein provided including any improvements arising under stage 4 of the Road Safety Audit to the satisfaction of the Director and the Commuted

Sum has been paid to the County Council and after the provisions of paragraph 13.4 of this Schedule have been fulfilled the Director shall as soon as reasonably practicable issue to the Developer the Certificate of Final Completion in respect of the relevant Highway Works provided that the Certificate of Final Completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the County Council as highway drains and the County Council shall as soon as reasonably practicable upon issue of a Certificate of Final Completion (pursuant to paragraph 15.1, 15.3 or otherwise) release the Developer and the Performance Bond Surety and each of them from all subsisting obligations under the Performance Bond in respect of those Highway Works.

16 PERFORMANCE BOND

16.1 Without expense to the County Council the Developer and the Performance Bond Surety shall prior to commencing the relevant Highway Works enter into the Performance Bond for those Highway Works and the Developer and Surety shall be bound to the County Council in the amount of the Performance Bond Figure for the relevant Highway Works

16.2 Should the Developer default in the execution of its obligations in carrying out any or all of the relevant Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council may (subject to the provisions hereinafter contained) itself complete Highway Works that have been commenced by the Developer (and for the avoidance of doubt including any removal of the Friday Street Mitigation Scheme where required pursuant to this Agreement) and maintain the same as aforesaid having first called upon the Performance Bond Surety for the cost to be expended in so doing

16.2.1 Unless there is a danger to users of the highway the County Council shall give 20 working days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under Paragraph 16.2

16.2.2 any notice served under this paragraph shall specify the period of the notice ("the notice period") the extent of the work which the County Council proposes to carry out and full details of all matters in respect of which the Director considers that the Highway Works have not been carried out in accordance with the terms of this Agreement

16.2.3 if before the expiry of the notice period the Developer serves written notice upon the County Council that the Developer intends diligently to execute the works specified in the notice in accordance with the terms of this Agreement and specifies a time to complete that the County Council considers reasonable in the circumstances the County Council shall not be entitled to execute the relevant part or parts of the Highway Works specified in the notice served under this paragraph unless the Developer then fails to execute those works within the agreed time scale

16.3 If the Developer should default in the execution of its obligations in carrying out any or all of the relevant Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Performance Bond Surety to provide the full Performance Bond amount in accordance with this Agreement. Save that the County Council after all works required to remedy any default by the Developer are completed and all contracts and any contract claims settled will return any Performance Bond sum unused with interest at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request to the Surety within one month of all the aforementioned completing and settling. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this Agreement

17 COMMUTED SUMS FOR MAINTENANCE

17.1 Prior to the commencement of the relevant Highway Works, the Developer shall pay to the County Council the relevant Commuted Sum calculated as follows:

	£
Roads	To be determined in accordance with paragraph 1.2.5 of Schedule 1
Footways	To be determined in accordance with paragraph 1.2.5 of Schedule 1
Drainage	To be determined in accordance with paragraph 1.2.5 of Schedule 1

Traffic Signals	To be determined in accordance with paragraph 1.2.5 of Schedule 1
Verges, Trees and Street Furniture	To be determined in accordance with paragraph 1.2.5 of Schedule 1

- 17.2 Upon or after completion of the Onshore DCO Works (or if works under the East Anglia Two DCO have or are reasonably expected to be implemented and the expected date of completion of construction of the equivalent onshore works under that DCO is later, upon or after that later date) the Developer may require the County Council to evidence what monies have been properly applied to the maintenance of the relevant part of the Highway Works and in the event that the full value of the Commuted Sum has not been exhausted by such proper maintenance the County Council shall forthwith return the balance of the Commuted Sum (together with any interest accrued thereon) to the Developer.

18 LEGAL AND ADMINISTRATIVE COSTS

- 18.1 The Developer shall pay to the County Council:-

- 18.1.1 the whole of the reasonable costs of the County Council's Legal Services Department in connection with the preparation and completion of this Agreement and these costs shall be payable prior to sealing of this Agreement;
- 18.1.2 interest at four per cent above the Bank of England Base Rate from time to time on any sum due to the County Council under this Agreement which is outstanding for more than twenty eight (28) days from the date on which it was demanded or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 5.1 of this Agreement the said twenty eight (28) day period shall run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to clause 5.1 of this Agreement such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator)

- 18.1.3 The sum of £10,000 (Ten thousand pounds) towards the costs and expenses of the County Council of checking and approving the design of each and all of the Highway Works and inspecting each and all of the Highway Works shall be payable prior to technical approval of the first Highway Works pursuant to Paragraph 1.2.2 and, in the event that, at any point, 7½% of the Performance Bond Figure or Performance Bond Figures (excluding in each case the costs associated with statutory undertakers work and traffic management), is greater than the said sum of £10,000 (Ten thousand pounds) the difference shall be payable prior to commencement of further Highway Works
- 18.1.4 the reasonable cost to the County Council of undertaking Road Safety Audits and also the cost of the safety checks of details submitted which sum shall be payable prior to the safety audit commencing
- 18.1.5 the reasonable cost of any temporary and permanent traffic regulation orders which sum shall be payable prior to any work on the making of such Order being commenced
- 18.1.6 the reasonable cost of any other road traffic orders required to facilitate the Highway Works which sum shall be payable prior to any work on the making of such Order being commenced

19 NOISE REGULATIONS

- 19.1.1 The Developer covenants with the County Council to comply with the requirements of the Noise Insulation Regulations 1975 (SI 1975/1763) as amended to the extent such Regulations are engaged by the Highway Works and to provide to the County Council such evidence as is reasonably required by the Director to demonstrate compliance with the Noise Insulation Regulations 1975 prior to the issuing by the County Council of the Certificate of Final Completion in accordance with paragraph 15.3 of this Schedule

20 INDEMNITY

- 20.1.1 The Developer shall from the date of commencement of the Highway Works indemnify the County Council against all claims charges costs expenses liability or loss whatsoever arising out of any or all of the Highway Works provided that the Developer's indemnity will not extend to any claims submitted to the County Council arising out of the negligence of the County

Council's employees or arising out of any works of alteration carried out to any of the Highway Works by the County Council after the issue of the related Certificate of Final Completion

- 20.1.2 The County Council shall notify the Developer forthwith upon receipt of any such claim or liability
- 20.1.3 The County Council shall not accept or settle any claim without first having given the Developer the opportunity to provide the County Council with representations as to the validity of such claim
- 20.1.4 The indemnification referred to in paragraph 20.1 includes:
 - 20.1.5 all fees incurred by claimants which the County Council is obliged to pay, and those of the County Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);
 - 20.1.6 statutory interest payments to claimants and their professional advisors; and
 - 20.1.7 the County Council's reasonable and proper legal costs in making the compensation, fees and interest payments

SCHEDULE II.Performance Bond Agreement

DATED

20

[Developer]

(1)

-and-

[Surety]

(2)

PERFORMANCE BOND

relating to the development of land at [] Suffolk

BY THIS BOND [] LIMITED of []

[] ("the Developer") and

[] ("the Surety") are held and firmly bound to **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2DH ("the County Council" in the sum of £[] pounds) to be paid to the County Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Developer and the Surety have hereunto affixed their respective Common Seals and delivered the same on but not before this day of Two thousand and

1. The Developer has entered into an Agreement under seal with the County Council on [] made under Section 278 of the 1980 Act whereby the Developer was given the right at its own expense and subject to conditions to carry out works as set out in Schedule III of the said Agreement and shown in the Works Drawings annexed to the said Agreement ("the Highway Works")

2. It is intended that this Bond shall be construed as one with the said Agreement

NOW THE CONDITION of the above-written Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement (in so far as they relate to the Highway Works) on the Developer's part to be performed and observed according to the true intent and meaning thereof or if on default by the Developer the Surety shall duly satisfy and discharge the damages sustained by the County Council up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of time for performing the said Agreement or any stipulations therein contained and on the part of the Developer to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

THE COMMON SEAL of)
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

THE COMMON SEAL of)
[DEVELOPER])
was hereunto affixed)
in the presence of)

Director

Secretary

SCHEDULE III

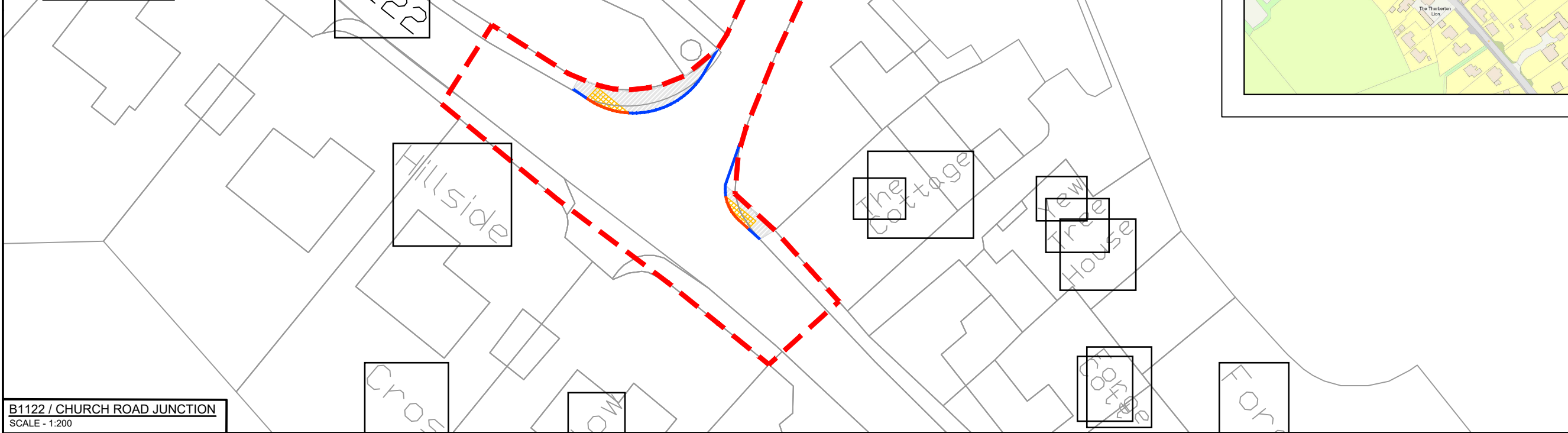
The Highway Works comprising some or all of the following works:

Location	Works
the A12/A1094 Friday Street Junction	Friday Street Mitigation Scheme (both implementation and potential removal)
along the B1122 through Theberton	Theberton Mitigation Scheme
along the A1094 north of Snape	Snape Mitigation Scheme
through Marlesford	Marlesford Mitigation Scheme
at Yoxford	Yoxford Mitigation Scheme






SCHEDULE IV
List of Indicative Drawings

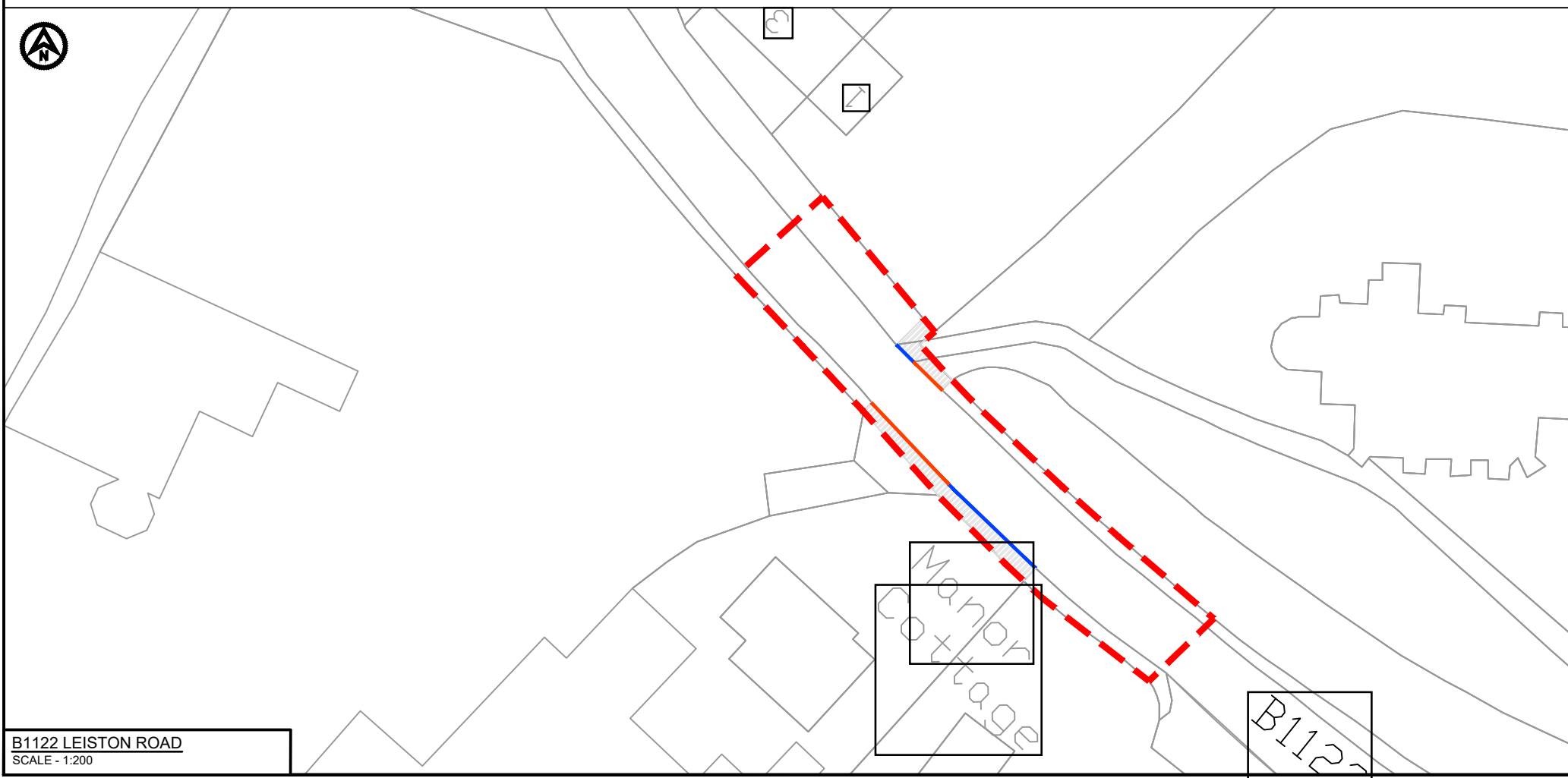
	Title	Drawing number
1	THEBERTON MITIGATION SCHEME (LINK 4b, B1122- Leiston Road) - Preliminary Design	TP-PB4842-DR028
2	MARLESFORD MITIGATION SCHEME (A12) PRELIMINARY DESIGN (SHEET 1 OF 2)	TP-PB4842-SK005
3	MARLESFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN (SHEET 2 OF 2)	TP-PB4842-SK006
4	YOXFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN	TP-PB4842-SK004
5	Friday Street Mitigation Scheme (A12/A1094 Friday Street) Proposed Giveway Layout - Preliminary Design	TP-PB4842-SK003
6	Friday Street Mitigation Scheme (A12 / A1094 Friday Street) Proposed Signage Layout - Preliminary Design	TP-PB4842-SK002
7	FRIDAY STREET MITIGATION SCHEME (A12/A1094 FRIDAY STREET) PROPOSED TRAFFIC SIGNAL - PRELIMINARY DESIGN	TP-PB4842-SK001
8	SNAPE MITIGATION SCHEME (A1094 - FARNHAM ROAD) - PRELIMINARY DESIGN	TP-PB4842-DR029

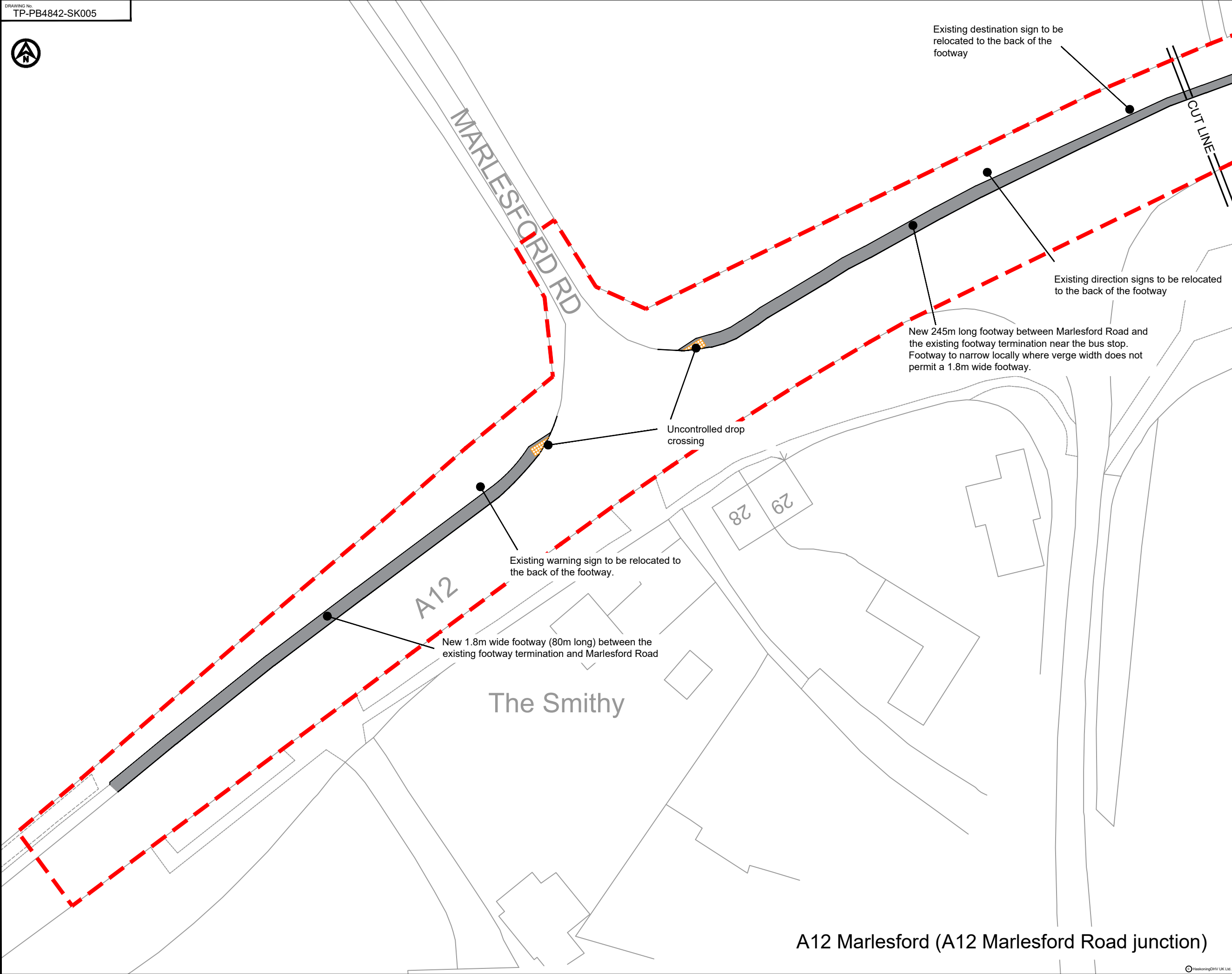
APPENDIX
Works Drawings



KEY

-  PROPOSED NEW FOOTWAY
-  PROPOSED DROPPED KERB
-  PROPOSED FULL HEIGHT KERB
-  TACTILE PAVING
-  INDICATIVE SITE EXTENTS





- NOTES
1. Do not scale from this drawing, all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the public highway

KEY

	PROPOSED NEW/ WIDENED FOOTWAY
	DROPPED CROSSING POINT WITH TACTILE PAVING
	INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

REV	DATE	DESCRIPTION	BY	CHK	APP
D.01	22.03.21	FIRST ISSUE	SKT	ADR	ADR

REVISIONS

CLIENT



PROJECT

EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

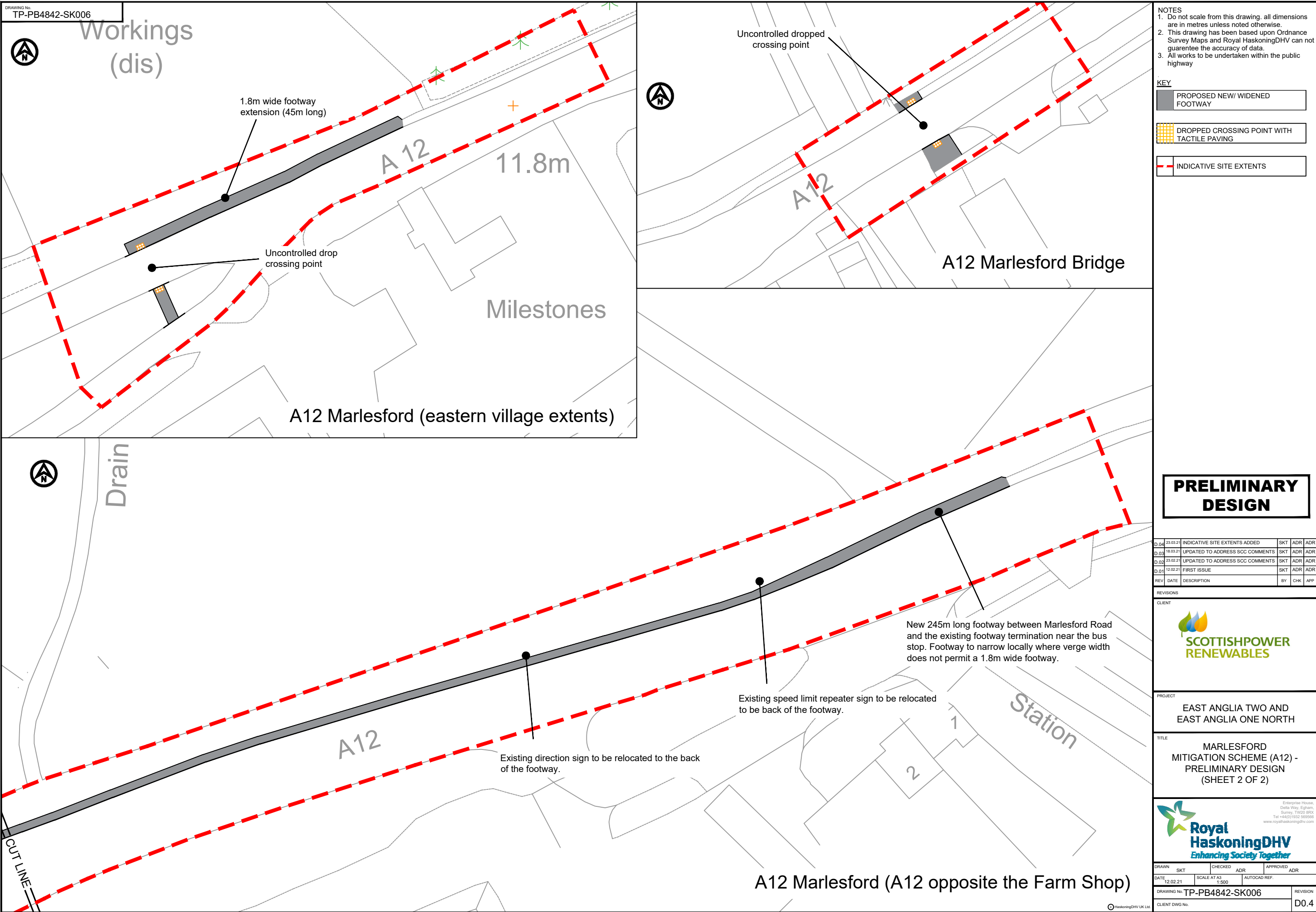
TITLE

MARLESFORD MITIGATION SCHEME (A12)
PRELIMINARY DESIGN
(SHEET 1 OF 2)



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	12.02.21	SCALE AT A3	1:500	AUTOCAD REF.	
DRAWING No TP-PB4842-SK005					REVISION
CLIENT DWG No.					D0.1

A12 Marlesford (A12 Marlesford Road junction)



- NOTES
1. Do not scale from this drawing. all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the public highway

KEY

	PROPOSED NEW/ WIDENED FOOTWAY
	DROPPED CROSSING POINT WITH TACTILE PAVING
	INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

D.04	23.03.21	INDICATIVE SITE EXTENTS ADDED	SKT	ADR	ADR
D.03	18.03.21	UPDATED TO ADDRESS SCC COMMENTS	SKT	ADR	ADR
D.02	23.02.21	UPDATED TO ADDRESS SCC COMMENTS	SKT	ADR	ADR
D.01	12.02.21	FIRST ISSUE	SKT	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

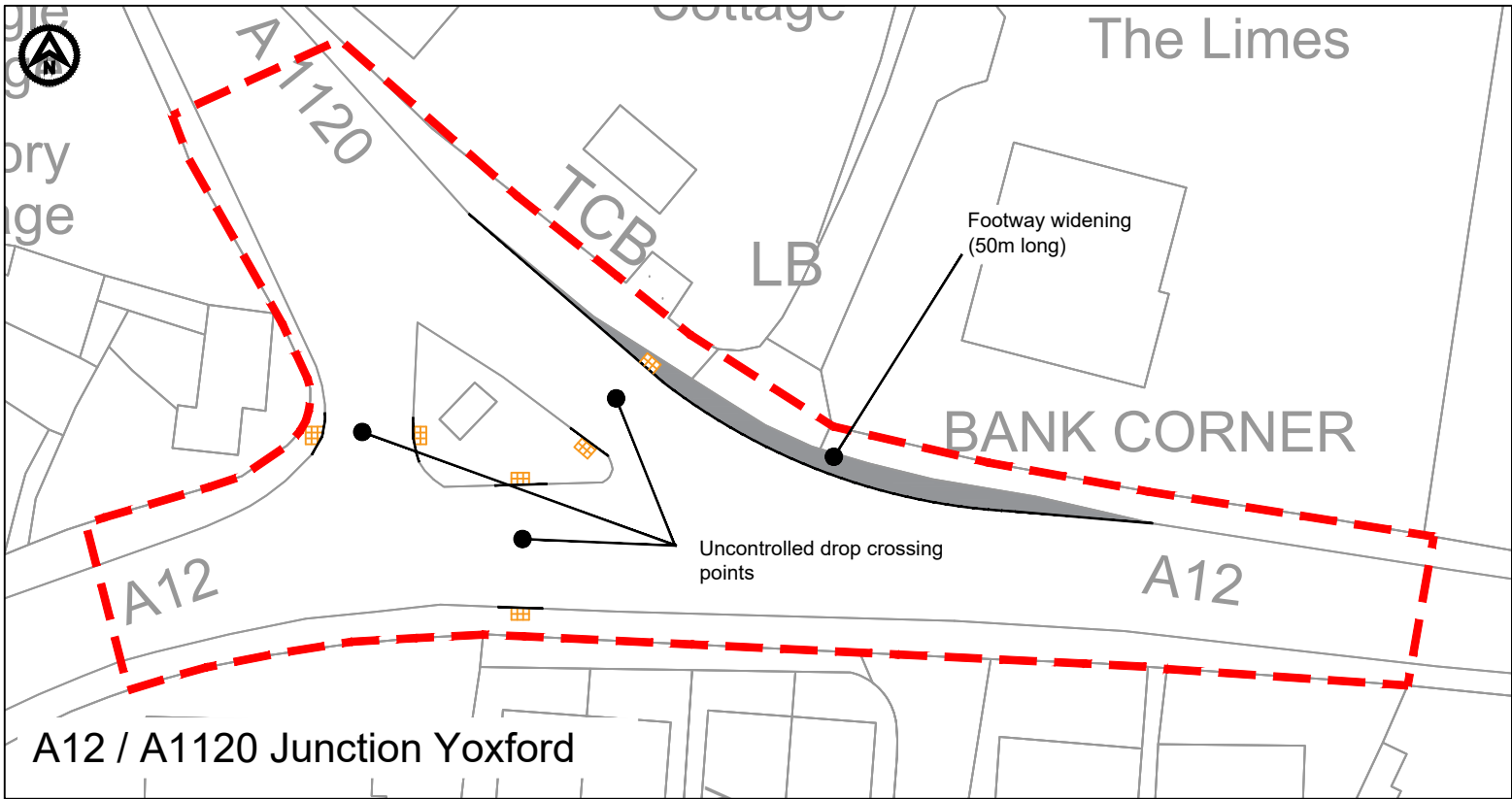
EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE

MARLESFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN (SHEET 2 OF 2)



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	12.02.21	SCALE AT A3	1:500	AUTOCAD REF.	
DRAWING No.	TP-PB4842-SK006	REVISION	D0.4	CLIENT DWG No.	



- NOTES
1. Do not scale from this drawing. all dimensions are in metres unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the public highway

KEY

	PROPOSED NEW/ WIDENED FOOTWAY
	DROPPED CROSSING POINT WITH TACTILE PAVING
	INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

D.03	23.03.21	INDICATIVE SITE EXTENTS ADDED	SKT	ADR	ADR
D.02	23.02.21	AMENDED TO ADDRESS SCC COMMENTS	SKT	ADR	ADR
D.01	12.02.21	FIRST ISSUE	SKT	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT

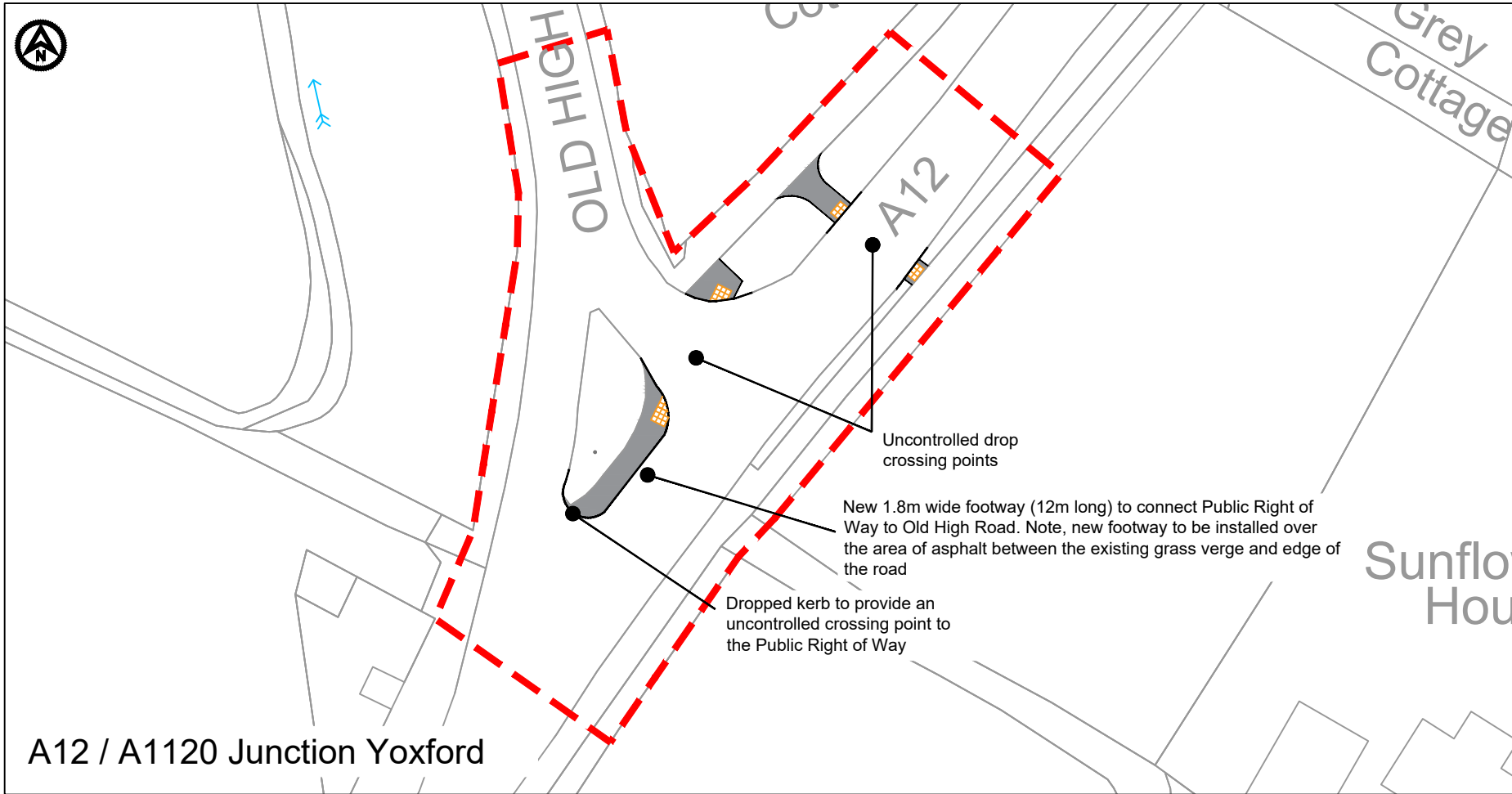


PROJECT
EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE
YOXFORD MITIGATION SCHEME (A12) - PRELIMINARY DESIGN



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	12.02.21	SCALE AT A3	1:500	AUTOCAD REF.	
DRAWING No. TP-PB4842-SK004					REVISION
CLIENT DWG No.					D0.3



DRAWING No.
TP-PB4842-SK003



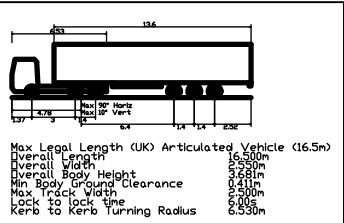
SCALE - 1:1000



SCALE - 1:500

- NOTES
1. Do not scale from this drawing. all dimensions are in meters unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. All works to be undertaken within the highway boundary

- KEY
- INDICATIVE SITE EXTENTS
 - EXISTING ROAD ALIGNMENT
 - NEW KERB LINE
 - EXISTING ROAD MARKING TO BE RETAINED/REFRESHED
 - REFLECTIVE MARKER POSTS
 - ILLUMINATED BOLLARD
 - HIGH FRICTION BLACK SURFACING, 50m BACK FROM THE STOP LINE
 - MAINTENANCE LAYBY
 - MAX. LEGAL ARTICULATED HGV SWEEP PATH (FORWARD GEAR)



PRELIMINARY DESIGN

D.02	23.03.21	INDICATE SITE EXTENTS ADDED	SKT	ADR	ADR
D.01	08.07.20	FIRST ISSUE	RNE	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

EAST ANGLIA TWO AND
EAST ANGLIA ONE NORTH

TITLE

Friday Street Mitigation Scheme
(A12/A1094 Friday Street)
Proposed Giveway Layout -
Preliminary Design



DRAWN RNE CHECKED ADR APPROVED ADR

DATE 08.07.20 SCALE AT A3 VARIES AUTOCAD REF.

DRAWING No. TP-PB4842-SK003 REVISION

CLIENT DWG No. D0.2



- NOTES
1. Do not scale from this drawing. all dimensions are in meters unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.
 3. For proposed junction amendments please see Drawing No. TP-PB4842- Sketch 001.
 4. All works to be undertaken within the public highway

KEY

INDICATIVE SITE EXTENTS

EXISTING/ PROPOSED TRAFFIC SIGN LOCATION

PRELIMINARY DESIGN

REV	DATE	DESCRIPTION	BY	CHK	APP
D.04	23.03.21	INDICATIVE SITE EXTENTS ADDED	SKT	ADR	ADR
D.03	14.07.20	REPEATER SIGNS NOTE AMENDED	RNE	ADR	ADR
D.02	08.07.20	UPDATED TO SCC COMMENTS	RNE	ADR	ADR
D.01	06.07.20	FIRST ISSUE	RNE	ADR	ADR

REVISIONS

CLIENT



PROJECT

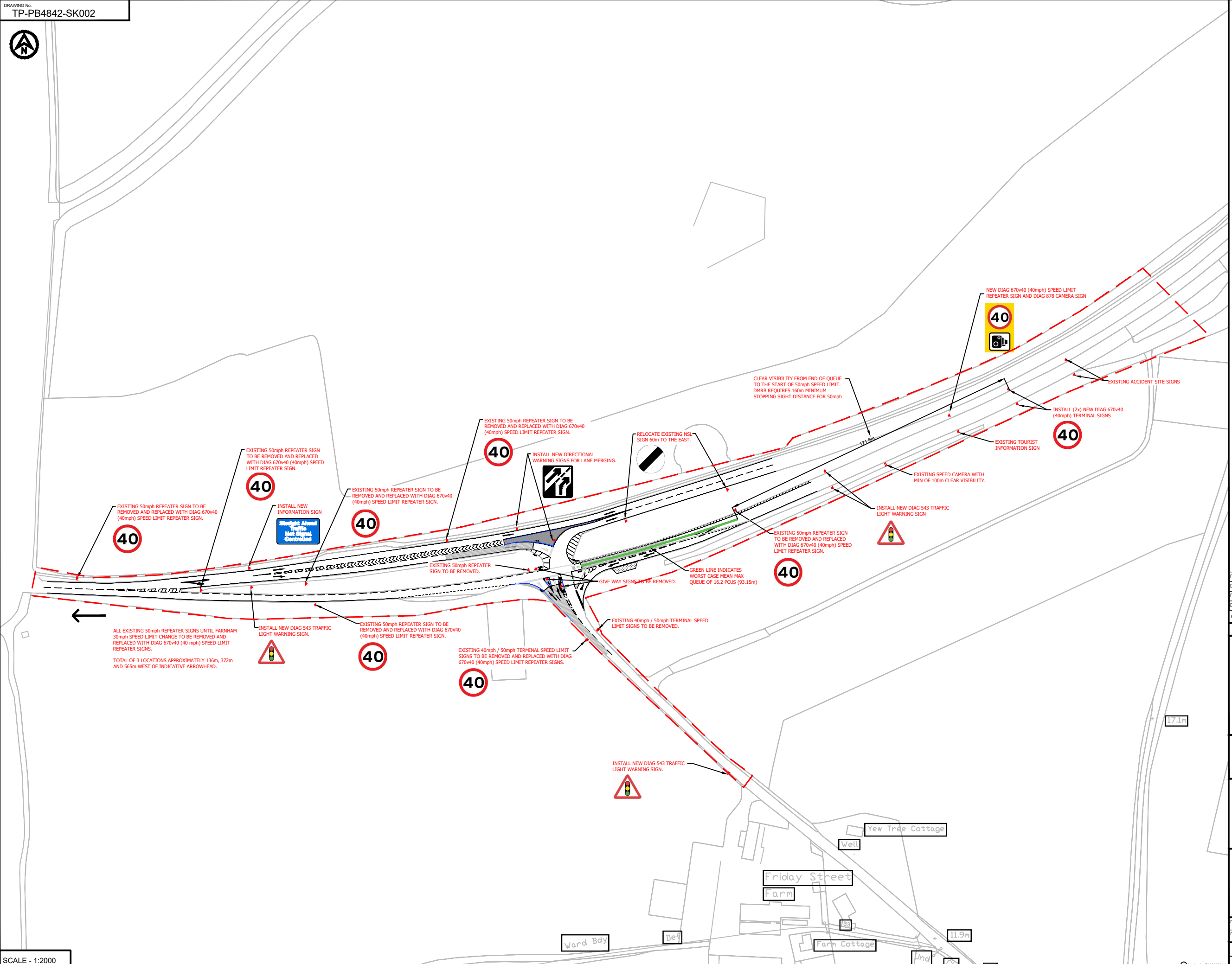
EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE

Friday Street Mitigation Scheme
(A12 / A1094 Friday Street)
Proposed Signage Layout -
Preliminary Design



DRAWN	RNE	CHECKED	ADR	APPROVED	ADR
DATE	06.07.20	SCALE AT A3	1:2000	AUTOCAD REF.	
DRAWING No.	TP-PB4842-SK002				REVISION
CLIENT DWG No.					D0.4



DRAWING No:
TP-PB4842-SK001



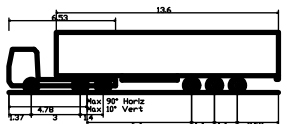
SCALE - 1:1000



SCALE - 1:500

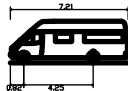
- NOTES
1. Do not scale from this drawing. all dimensions are in meters unless noted otherwise.
 2. This drawing has been based upon Ordnance Survey Maps and Royal HaskoningDHV can not guarantee the accuracy of data.

- KEY
- INDICATIVE SITE EXTENTS
 - EXISTING ROAD ALIGNMENT
 - NEW KERB LINE
 - EXISTING ROAD MARKING TO BE RETAINED/REFRESHED
 - EXISTING ROAD MARKING TO BE REMOVED
 - DMRB STOPPING SIGHT DISTANCE FOR 40MPH (120m)
 - PRIMARY SIGNAL HEAD
 - SECONDARY SIGNAL HEAD
 - REFLECTIVE MARKER POSTS
 - ILLUMINATED BOLLARD
 - EXISTING SPLITTER ISLAND TO BE REMOVED
 - HIGH FRICTION BLACK SURFACING, 50m BACK FROM THE STOP LINE
 - JUNCTION INTERVISIBILITY ZONE
 - MAINTENANCE LAYBY
 - MAX. LEGAL ARTICULATED HGV SWEEP PATH (FORWARD GEAR)



Max Legal Length (UK) Articulated Vehicle

Overall Length	13.60m
Overall Width	2.550m
Overall Body Height	2.550m
Min Body ground Clearance	0.31m
Max Track Width	2.500m
Lock to lock time	6.00s
Kerb to Kerb Turning Radius	6.530m



7.5t Panel Van

Overall Length	7.210m
Overall Width	2.210m
Overall Body Height	2.544m
Min Body ground Clearance	0.31m
Track Width	1.85m
Lock to lock time	4.00s
Kerb to Kerb Turning Radius	7.400m

PRELIMINARY DESIGN

D.04	23.03.21	INDICATE SITE EXTENTS ADDED	SKT	ADR	ADR
D.03	14.07.20	LARGE (7.5t) VAN SPA ADDED	RNE	ADR	ADR
D.02	02.07.20	A1094 - LEFT TURN LANE ADDED	RNE	ADR	ADR
D.01	24.06.20	FIRST ISSUE	SKT	ADR	ADR
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT



PROJECT

EAST ANGLIA TWO AND EAST ANGLIA ONE NORTH

TITLE

FRIDAY STREET MITIGATION SCHEME (A12/A1094 FRIDAY STREET)
PROPOSED TRAFFIC SIGNAL - PRELIMINARY DESIGN



DRAWN	SKT	CHECKED	ADR	APPROVED	ADR
DATE	24.06.20	SCALE AT A3 VARIES	AUTOCAD REF.		
DRAWING No:	TP-PB4842-SK001				REVISION
CLIENT DWG No.					D0.4

DRAWING No.
TP-PB4842-DR029



Cottage

School

Old School House

LB

Church Farm

GP

Elmcot

Common Edge

A1094 FARNHAM ROAD
SCALE - 1:200

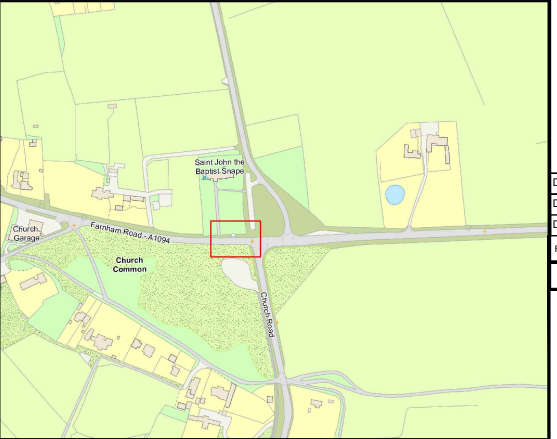
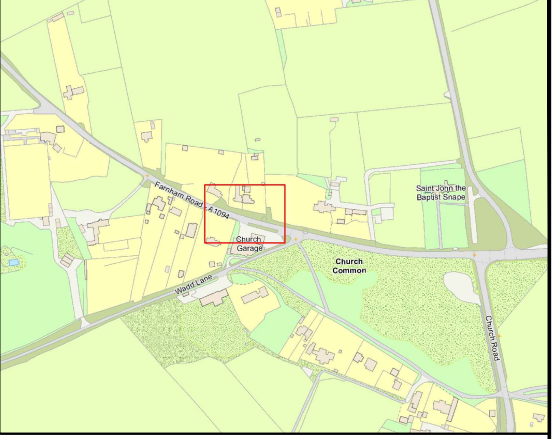


FARNHAM ROAD

18.0m

GP

A1094 FARNHAM ROAD
SCALE - 1:200



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 3. All works to be undertaken in the public highway

KEY

- PROPOSED NEW FOOTWAY
- PROPOSED DROPPED KERB
- PROPOSED FULL HEIGHT KERB
- TACTILE PAVING
- INDICATIVE SITE EXTENTS

PRELIMINARY DESIGN

D0.3	23.03.21	INDICATIVE SITE EXTENTS ADDED	JL	SKT	ADR
D0.2	20.07.19	UPDATED TO CLIENT'S COMMENTS	JL	SKT	ADR
D.01		FIRST ISSUE			
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS



PROJECT
EAST ANGLIA TWO AND
EAST ANGLIA ONE NORTH

TITLE
SNAPE MITIGATION SCHEME
(A1094 - FARNHAM ROAD) -
PRELIMINARY DESIGN



DRAWN	JL	CHECKED	SKT	APPROVED	ADR
DATE	12.06.2019	SCALE AT A3	1:200	AUTOCAD REF.	
DRAWING No.	TP-PB4842-DR029	REVISION			D0.3
CLIENT DWG No.					