

Inter - Departmental Agreement ("IDA")

Dated: 6th October 2022

Between:

- (1) Suffolk County Council Highways Department acting as the Highway Authority (the "**Highway Authority**")
- (2) Suffolk County Council Growth, Highway and Infrastructure Waste Services (GHI), acting as the Waste Services Authority (the "**Waste Disposal Authority**")

Arrangement:

- (A) The Waste Disposal Authority is planning to carry out certain works (the details of which are attached to this IDA) in and connecting to the highway at Foxhall Road, Ipswich (the "Works"). The Works will be delivered by Morgan Sindall (the "Contractor").
- (B) To progress the Works in a timely fashion, the Highway Authority has agreed to approve the Works and hereby notifies Waste Disposal Authority as to the requirements of the Highway Authority in respect of the Works.
- (C) The Highway Authority's requirements for works in the highway are set out in the attached Scheduled agreement (the "Schedule").
- (D) The Waste Disposal Authority hereby agrees with the Highway Authority to use all commercially reasonable endeavours to ensure that all the requirements of the Schedule are delivered by the Contractor.
- (E) The Waste Disposal Authority and the Contractor shall be entitled to enter and remain on the highway for the purposes of carrying out the Works.
- (F) Any dispute as to the terms of this IDA or the Schedule shall be resolved by the Chief Executive of Suffolk County Council.
- (G) This IDA is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this IDA. The parties enter into the IDA intending to honour all their obligations.

Signed by 
Steve Palfrey, Assistant Director Waste & Environment
For and on behalf of the **Waste Disposal Authority**

Signed by

A handwritten signature in black ink, consisting of several overlapping, stylized loops and lines.

For and on behalf of the **Highway Authority**

SCHEDULE - REQUIREMENTS FOR WORKS ON THE HIGHWAY

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RECITALS AND DEFINITIONS

(A) In this Schedule 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 Highway Authority for carrying out highways works of the value and complexity proposed.
“Approved Sub-Contractor”	Means the sub-contractor(s) approved by the Highway Authority for carrying out highway works of the value and complexity proposed.
“Authorisations”	Means all authorisations and consents that may be required to carry out the Works, including under Section 42 Public Health Acts, Amendment Act 1890 Section 14 Public Health Act 1925 and all other powers pertaining to the Highway Works.
“CDM Regulations”	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51).
“Final Completion”	End of maintenance period provided all defects identified have been discharged.
“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 sub-contractor.
“Development”	Means the development to be carried out pursuant to the Permission.
“Director”	Means the County Council’s Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand.
“Highway Works”	Means the works collectively or individually as the context requires which are set out in Part II of this Schedule and shown in the Works Drawings.
“Maintenance Agreement”	Means a formal written agreement to be agreed prior to the issue of the Certificate of Final completion made between the Highway Authority and the Waste Disposal Authority which sets out the requirements and roles for the future maintenance liability of the Highway Works incorporating the terms of the document appended to this Schedule at Schedule IV titled “ Maintenance Brief”.
“Permission”	Means the planning permission granted by Suffolk County Council in respect of the Site dated 29th January 2021 together with any modification of it.

“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 situated at Foxhall Road, Ipswich, Suffolk shown in red for identification only on the attached plan No: 219046-CDP-DR-ZZ-XX-C-9007 P1 Site Location Plan
“Specification”	The Highway Authority’s “Specification for Estate Roads” dated May 2007 (or later amendment current at the date of this Schedule) 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
“Works Drawings”	Means the attached drawings bearing the numbers referred to in Part III of this Schedule or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works.

(B) In this Schedule 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) the headings and contents list in this Schedule shall not form part of or affect the construction; and
- (iii) references to paragraphs, parts and appendices are references to paragraphs in, parts of and appendices to this Schedule and paragraphs in appendices to this Schedule.

(C) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out.

- (D) The County Council is also the Waste Disposal Authority and wishes to undertake works within the highway to further its statutory purpose and has the benefit of the Permission.

1. GENERAL

- 1.1 All works and activities to be carried out under the terms of this Schedule (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 expense of the parties as set out in this Schedule.
- 1.2 The Highway Authority 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 Schedule are being or have been complied with.
- 1.3 This Schedule shall be construed as being one with the Inter-Departmental Agreement it is appended to and shall take effect as “signed and dated” on the date the Inter-Departmental Agreement is signed and dated.

2 Not Used

3. GENERAL AGREEMENTS

- 3.1 The Waste Disposal Authority agrees with the Highway Authority that from the date of this Schedule it will (unless otherwise agreed by the Highway Authority) carry out and comply with the obligations set out in Part I and the details set out in Parts II and III hereto.
- 3.2 The Highway Authority gives to the Waste Disposal Authority licence (in so far as is reasonably necessary for the Waste Disposal Authority to perform the obligations under the terms of this Schedule) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works within the timescales referred to in Part III hereto or such other period as may be agreed in writing by the Director.
- 3.3 The Waste Disposal Authority will not commence the Highway Works set out in Part II unless road space has first been booked with the Highway Authority.
- 3.4 The Waste Disposal Authority or its Contractor will give written notice prior to works commencing, in order that the Highway Authority has sufficient time to ensure that the commencement of works will cause the least disruption possible to road users. The Highway Authority reserves the right to refuse consent and/or to stop works under the terms of this Schedule and relevant legislation where the aforesaid notice period is not complied with.
- 3.5 The Waste Disposal Authority will comply with the provisions of the New Roads and Street Works Act 1991, the Traffic Management Act 2004 and any amendments thereof.

PART I

1. THE DESIGN OF THE HIGHWAY WORKS

- 1.1 The design of the Highway Works shall be to the satisfaction of the Director with due consideration of the Technical Standards.
- 1.2 No work on any of the Highway Works shall commence and no Contract for their construction shall be let until;
 - 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 Waste Disposal Authority 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 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
- 1.3 The Waste Disposal Authority shall pay the Highway Authority 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 Part and the Waste Disposal Authority 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 The Waste Disposal Authority shall not award the Contract unless the Approved Contractor and the Approved Sub-Contractors concerned are insured throughout the period of the Contract for public liability risks in the sum of at least five million pounds £5,000,000 in respect of any single claim and the Waste Disposal Authority 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.

3. INSPECTION OF THE HIGHWAY WORKS

- 3.1 The Waste Disposal Authority shall provide the Director with not less than 24 hours (excluding weekends and bank holidays) of any intended execution of the Highway Works.
- 3.2 The Waste Disposal Authority 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 Works Drawings and specification referred to in paragraph 1.2 of this Part.

- 3.3 The Waste Disposal Authority 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 72 hours' notice to the Director whenever any such work or foundations is or are ready or about to be ready for examination.
- 3.4 The Director shall without unreasonable delay, unless he considers it unnecessary and advises the Waste Disposal Authority accordingly, attend when required by the Waste Disposal Authority for the purpose of examining such works or of examining such foundations.
- 3.5 The Waste Disposal Authority shall for the purposes of paragraphs 3.1 to 3.5 of this Part be allowed reasonable access and admission to 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 Waste Disposal Authority).

4 TESTING OF MATERIALS

- 4.1 The Waste Disposal Authority shall reimburse the Highway Authority for all reasonable costs and expenses whatsoever arising from the operation of paragraphs 4.2 to 4.5. of this Part.
- 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 Works Drawings and specification referred to in paragraph 1.2 of this Part.
- 4.3 The Waste Disposal Authority shall as soon as reasonably practicable replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved detailed plans Works Drawings and specification referred to in paragraph 1.2 of this Part.
- 4.4 The Director shall for the purposes of paragraphs 4.1 to 4.5 of this Part 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 Waste Disposal Authority).
- 4.5 The Waste Disposal Authority 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 Part which are not capable of repair or remedy from the site of the Highway Works and if the Waste Disposal Authority 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 Waste Disposal Authority 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:

- (a) The Director may issue instructions to the Waste Disposal Authority to open or expose any of the Highway Works which has been covered up without previously being inspected by the Director.
- (b) Should the Waste Disposal Authority fail to comply with any such instructions the Highway Authority 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 Waste Disposal Authority.

PROVIDED THAT if the Highway Works or any part or parts thereof are covered up by the Waste Disposal Authority after giving the notice referred to in paragraph 3.4 of this Part 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 Part 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 Highway Authority; 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 Part 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 Waste Disposal Authority.

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 Waste Disposal Authority shall comply with such requirement on behalf of the Highway Authority before the Highway Works commence and shall thereafter assume on behalf of the Highway Authority 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 Waste Disposal Authority 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 Waste Disposal Authority 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 the 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 boundary 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 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 Waste Disposal Authority shall give due consideration to adjoining owners and occupiers 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 Waste Disposal Authority 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 hour contact number to the Director for the same purpose.
- 7.4 The Waste Disposal Authority shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and in particular:
 - 7.4.1 the Waste Disposal Authority shall afford all reasonable facilities to enable the Director to carry out such site investigations as they may deem necessary in order to determine noise emission levels;
 - 7.4.2 all vehicles and plant including compressors 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;
 - 7.4.3 all portable traffic signals and pumps shall be operated from mains electricity unless otherwise agreed with the Director;
 - 7.4.4 except as agreed in writing by the Director noisy activities shall not be permitted on Sundays and Bank Holidays or outside the hours of 8am to 5.30pm Monday to Friday and 8am to 1pm on Saturdays.

PROVIDED THAT if the reasonable opinion of the Director the Waste Disposal Authority is not dealing adequately with the control of noise the Waste Disposal Authority shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Waste Disposal Authority's expense.

- 7.5 Compliance with the provisions of paragraph 7.4 of this Part shall not relieve the Waste Disposal Authority of any of his obligations and liabilities under this Schedule the Control of Pollution Act 1974 or the Environmental Protection Act 1990.
- 7.6 The Waste Disposal Authority shall take or procure the taking of all necessary steps to avoid creating a nuisance from dust and as far as is practicable 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 Waste Disposal Authority is not dealing adequately with the

control of dust the Waste Disposal Authority shall carry out or procure the carrying out of such additional measures as the Director considers necessary at the Waste Disposal Authority's expense.

7.7 The Waste Disposal Authority shall arrange the regular removal of refuse likely to encourage vermin and arrange for suitable secure storage containers to be provided for collection.

7.8 The Waste Disposal Authority shall keep a log book on site to record all complaints received from the public 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 Waste Disposal Authority 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 Waste Disposal Authority.

8.3 The Director may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Waste Disposal Authority and any losses or expenses incurred as a result shall be borne by the Waste Disposal Authority and on removal of such substances the Director shall reopen such crossings entrances and exits and the Waste Disposal Authority shall bear the costs incurred.

9. TRAFFIC CONTROL

9.1 During the periods when the Highway Works are being executed the Waste Disposal Authority 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 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. SAFETY

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

11. ACCOMMODATION WORKS

11.1 The Waste Disposal Authority shall carry out or ensure that there shall be carried out all related accommodation works associated with the Highway Works.

12. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

- 12.1 The Waste Disposal Authority shall be the only client for the purpose of the CDM Regulations and the Waste Disposal Authority 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.
- 12.2 Works shall not commence until the Waste Disposal Authority as the only client has provided to the Director:
- 12.2.1 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;
- 12.2.2 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.
- 12.3 Throughout the Highway Works the Waste Disposal Authority shall provide to the Director copies of the updates and revisions to the construction phase plan and Health and Safety File pursuant to Regulation 12.
- 12.4 Within 28 days of issue of the Certificate of Substantial Completion for any or all of the Highway Works the Waste Disposal Authority shall provide the Director:
- 12.4.1 a plan showing the land over which those Highway Works have been constructed and;
- 12.4.2 a Health and Safety file conforming in all aspects with the CDM Regulations and which shall accord with the current format used by the Highway Authority to include a separate Health and Safety File for each structure.
- 12.5 In respect of the Highway Works generally the Waste Disposal Authority shall provide to the Director the final information in both paper and electronic format and shall at least comprise:
- 12.5.1 scale "as built" drawings;
- 12.5.2 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;
- 12.5.3 records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables, etc.).

13. SITE CLEARANCE AND SUBSTANTIAL COMPLETION

- 13.1 On Substantial Completion of the Highway Works the Waste Disposal Authority shall:-
- 13.1.1 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 and;
- 13.1.2 carry out stage 3 of the Road Safety Audit process and comply to the satisfaction of the Director with recommendations arising thereunder prior to the opening of the Highway Works to the public

13.1.3 Upon Substantial Completion 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 he shall issue a Certificate of Substantial Completion in respect of those Highway Works to Waste Disposal Authority provided that all costs and expenses owing to the County Council have been paid in respect of those Highway Works

14. DEFECTS CORRECTION PERIOD

14.1 The Waste Disposal Authority shall maintain each and all of the Highway Works for a period of twelve (12) months (unless the Director agrees in writing a lesser period) from Substantial Completion and prior to the expiration of this period the Waste Disposal Authority shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of twelve months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director.

14.2 After the expiration of the period of twelve (12) months from Substantial Completion or the date the site becomes operational (whichever is the latter) the Waste Disposal Authority shall (unless the Director writes to the Waste Disposal Authority 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

14.3 After the expiration of the period of eighteen (18) months 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 after the provisions of paragraph 13.4 and paragraph 20.5 of this Schedule have been fulfilled the Director shall issue forthwith to the Waste Disposal Authority the Certificate of Final Completion in respect of the 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 upon the issue of the Certificate of Final Completion the County Council shall release the Waste Disposal Authority and the Performance Bond Surety and each of them from all subsisting obligations under the Performance Bond in respect of those Highway Works

15. CLAIMS

15.1 The Waste Disposal Authority shall from the date of this Schedule be responsible for resolving and settling all claims liability or loss whatsoever arising out of and incidental to any or all of the Highway Works arising out of any legally sustainable claims for payments under Section 10 of the Compulsory Purchase Act 1965 and Part I of the Land Compensation Act 1973 (as amended) in connection with those Highway Works unless any claims submitted to the Highway Authority arising out of the negligence of the Highway Authority's employees or out of any works of alteration carried out to any of the Highway Works by the Highway Authority after the issue of the related Certificate of Final Completion.

15.2 The Waste Disposal Authority shall from the date of this Schedule be responsible for all claims liability or loss whatsoever arising out of and incidental to the maintenance

and maintenance responsibilities of the Highway Works until such time as the Maintenance Schedule is entered into.

- 15.3 The Highway Authority shall notify the Waste Disposal Authority forthwith upon receipt of any such claim.
- 15.4 The Highway Authority shall not accept or settle any claim without first having given the Waste Disposal Authority the opportunity to provide the Highway Authority with representations as to the validity of such claim.
- 15.5 The responsibilities referred to in paragraph 15.1 of this Part includes:
 - 15.5.1 all fees incurred by claimants which the Highway Authority is obliged to pay, and those of the Highway Authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);
 - 15.5.2 statutory interest payments to claimants and their professional advisors; and
 - 15.5.3 the Highway Authority's reasonable and proper legal costs in making the compensation, fees and interest payments.

16. DEFAULT PROVISIONS

- 16.1 Should the Waste Disposal Authority default in the execution of the obligations to carry out any or all of the Highway Works and to maintain the same in accordance with the provisions of this Schedule then the Highway Authority may (subject to the provisions hereinafter contained) itself carry out the Highway Works and maintain the same as aforesaid having first called upon the Waste Disposal Authority for the cost to be expended in so doing:
 - 16.2.1 Unless there is a danger to users of the highway the Highway Authority 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 this 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 Highway Authority 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 Schedule.
 - 16.2.3 If before the expiry of the notice period the Waste Disposal Authority services written notice upon the Highway Authority that the Waste Disposal Authority intends diligently to execute the works specified in the notice in accordance with the terms of this Schedule and specifies a time to complete that the Highway Authority considers reasonable in the circumstances the Highway Authority shall not be entitled execute the relevant part or parts of the Highway Works specified in the notice served under this paragraph unless the Waste Disposal Authority then fails to execute those works within the agreed time scale.

16.2 If the Waste Disposal Authority should default in the execution of its obligations to carry out any or all of the Highway Works and to maintain the same in accordance with the provisions of this Schedule then the Highway Authority will call upon the Waste Disposal Authority to provide the full cost of doing so in accordance with this Schedule.

17. LEGAL AND ADMINISTRATIVE COSTS

17.1 The Waste Disposal Authority shall pay to the Highway Authority:

17.1.1 the whole of the costs of the County Council's Legal Services Department in connection with the preparation and completion of this Schedule and these costs shall be payable prior to signing of this Schedule;

17.1.2 the costs and expenses of the Highway Authority of checking the design of each and all of the Highway Works and inspecting each and all of the Highway Works such sums to be charged periodically and shall be payable within 30 days of written demand;

17.1.4 the 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;

17.1.5 the full 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.

18. PARTS I AND II OF THE LAND COMPENSATION ACT 1973

18.1 The Waste Disposal Authority agrees with the Highway Authority that in the event of any claim for compensation or otherwise or costs or charges arising in connection with or incidental to or in consequence of the carrying out of the Highway Works whether mandatory or discretionary which may be incurred by virtue of any enactment or statutory instrument and otherwise hereby provided for he will hold the Highway Authority fully indemnified from and against all claims charges costs and expenses in connection therewith or arising therefrom.

PART II

Highway Works

The Highways Works comprising the following works:

Creation of new "Right Turn Lane" on Foxhall Road, Foxhall, East Suffolk, (nearest postcode: IP10 0AN) involving haunch to both north and south edges of existing carriageway, within existing highway boundary and amend existing access to Foxhall Recycling Centre.

Details of the proposed layouts are illustrated within the accompanying drawings.

Timescale:

The Highway Works are to be substantially completed by **December 2023**
(Contractor to confirm)

PART III

Approved List of Drawings

	Drawing Number
1	219046-CDP-DR-ZZ-00-C-4001 P9 Proposed Road Layout
2	219046-CDP-DR-ZZ-00-C-4006 P2 Road Lining and Signs Plan
3	219046-CDP-DR-ZZ-XX-C-5001 P2 Highway Long Section
4	219046-CDP-DR-ZZ-XX-C-5002 P2 Highway Cross Sections
5	219046-CDP-DR-ZZ-XX-C-6003 P7 Highway Details
6	219046-CDP-DR-ZZ-XX-C-6005 P5 Paving Slab Revetment Detail
7	219046-CDP-SH-ZZ-XX-C-7002 P5 Road Signs Schedule
8	219046-CDP-SH-ZZ-XX-C-7003 P4 Road Lining Schedule
9	219046-CDP-DR-ZZ-XX-C-9007 P1 Site Location Plan
10	219046-CDP-DR-ZZ-XX-C-9017-P1-Highway Widening Overlay Plan