

DATED 4th August 2025

SUFFOLK COUNTY COUNCIL (1)

- and -

MULBERRY PROPERTY DEVELOPMENTS 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 northeast of Westley Way, Badwell Ash, Bury St
Edmunds, Suffolk

Nigel Inniss
Monitoring Officer
Assistant Director: Governance, Legal and Assurance
Suffolk County Council
Endeavour House
8 Russell Road Ipswich
Suffolk IP1 2BX

Ref: RP/82970

**SECTION 278 AGREEMENT
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THIS AGREEMENT is made the 4th day of August 2025

BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) **MULBERRY PROPERTY DEVELOPMENTS LIMITED** (Company Number 07253372) whose registered office is at Nene House, 4 Rushmills, Northampton NN4 7YB ("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 the Highway Works of the value and complexity proposed
"Approved Sub-Contractor"	Means the sub-contractor(s) approved by the County Council for carrying out the 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 15.3 of Schedule I
"Certificate of Substantial Completion"	Means any of the certificates referred to in paragraph 14.2 of Schedule I
"Commuted Sums"	Means the sum of £27,408.84 (twenty seven thousand, four hundred and eight pounds and eighty four pence) which is calculated, as set out in paragraph 18.1 on Schedule I towards the cost of the County Council's future maintenance liability of the Highway Works

“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
“Development”	Means the development to be carried out pursuant to the Permission
“Director”	Means the County Council’s Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
“Drainage Easements”	Means the highways drainage easements shaded red on 22024-BDC-C-XX-XX-HW-0767-C01
“Highway Works”	Means the works collectively or individually as the context requires which are set out in Schedule III of this Agreement and shown in the Works Drawings
“Highway Structure”	Means any bridge, subway, culvert, pipe, tunnel, or other structure built in, over, under or adjacent to any part of the highway
“Performance Bond”	Means the bond with the Performance Bond Surety for each and all of the Highway Works, such bond to be in the form set out in Schedule II.A, to the effect that should the Developer default in the execution of its 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 Performance Bond 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 Figure”	Means the sum of £80,837.32 (eighty thousand, eight hundred and thirty-seven pounds and thirty-two pence) being the Tender Sum plus 10 per cent in respect of the Highway

Works and as set out in each of the Contracts

“Performance Bond Surety”	Means National House Building Council
“Permission”	Means the planning permission granted by Mid Suffolk District Council dated 16 November 2022 granted with reference number DC/22/05701 in respect of the Site 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 the northeast of Westley Way, Badwell Ash, Bury St Edmunds Suffolk as registered under title number SK420851 and shown edged red for identification only on the attached plan no 22024-BDC-C-XX-HW-0761 C04
“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 Works Drawings and description in Schedule III (subject to any variations agreed in writing by the Director)
“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
“Surface Water Drainage”	Means the pipes and media shown by blue lines on 22024-BDC-C-XX-XX-HW-0767-C01 to be adopted by the County Council for the purposes of draining surface water from the highway

“Technical Standards”	Means the standards necessary to ensure complete conformity with all UK 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
“Tender Sum”	Means the sum of £73,488.47 (seventy-three thousand, four hundred and eighty-eight pounds and forty-seven pence) (including the costs associated with statutory undertakers work and traffic management) agreed by the Director for carrying out the Contract by the Contractor
“Works Drawings”	Means the attached drawings bearing the numbers referred to in Schedule IV 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 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; and
- (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 any specific provision in this Agreement such consent 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 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 Developer has the benefit of the Permission
- (E) The Developer is the registered proprietor with title absolute of the Site in so far as it is registered at the Land Registry under Title Number SK420851
- (F) **H.G.O Investments Limited** (Company number 10770380) of Nene House, 4 Rushmills, Northampton, England, NN4 7YB and **Heritable Development Finance Limited** (Company number 08606584) of Reliance House Sun Pier, Medway Street, Chatham, Kent, ME4 4ET (“the Chargees”) each have separate registered chares over the Site registered with Title Number SK420851 dated 22 December 2022 and 26 September 2024 respectively.
- (G) By Letters of Consent dated _____ (annexed at Schedule V), the Chargees acknowledge and declare that this Agreement has been entered into by the Developer with its consent that the Site shall be bound by the obligations contained in this Agreement,

- (H) The Developer wishes to dedicate as public highway that part of the Site upon which the Highway Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of the Site and the Highway Works as highway maintainable at public expense on the terms and conditions hereinafter contained
- (I) 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 the Development and that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows:-

1 LEGAL EFFECT

- 1.1. 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 to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them
- 1.2. 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
- 1.3. 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
- 1.4. 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

1.5. This Agreement is governed by and interpreted in accordance with English law and shall be determined in the Courts of England

2 NOTICES

2.1. 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 2.2. below

2.2. 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 Endeavour House 8 Russell Road Ipswich IP1 2BX marked for the attention of the Assistant Director of Governance, Legal and Assurance (or where the context requires the Executive Director of Growth, Highways and Infrastructure, Endeavour House 8 Russell Road Ipswich IP1 2BX)
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The Developer	marked for the attention of Technical Director Edward Irving of MULBERRY PROPERTY DEVELOPMENTS LIMITED (Company Number 07253372) whose registered office is at Nene House, 4 Rushmills, Northampton NN4 7YB.
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2.3. 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

3 GENERAL

- 3.1. 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
- 3.2. 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
- 3.3. 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

4 ARBITRATION

- 4.1. 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
- 4.2. 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

4.3 A party wishing to refer any such dispute or difference to arbitration shall notify the other party in writing of such intention without delay

4.4 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

4.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the arbitrator

5 COVENANTS

5.1 The Developer covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site whose consent is necessary for the Developer to enter into this Agreement and to comply with the obligations set out at paragraph 14.3 of Schedule I

5.2 The Developer hereby covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in Schedule I and the details set out in Schedules III and IV hereto

5.3 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 under the terms of this Agreement) to enter into and upon and remain upon the highway to carry out the construction of the Highway Works within the timescales referred to in Schedule III hereto or such other period as may be agreed in writing by the Director, 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

- 5.4 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 and Highways England
- 5.5 The Developer covenants with the County Council as highway authority to give written notice not less than three calendar months prior to works commencing, in order that the County Council as highway authority has sufficient time to ensure that the commencement of works will cause the least disruption possible to road users and the County Council reserves the right to refuse consent and/or to stop or require the stopping of works under the terms of this Agreement and relevant legislation where the aforesaid notice period is not complied with
- 5.6 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
- 5.7 The County Council covenants with the Developer that on the date of issue of the Certificate of Final Completion the roads subject to the Highway Works shall thenceforth be, to the extent they are not already, adopted as highways maintainable at the public expense

6 Not Used

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 LAPSE

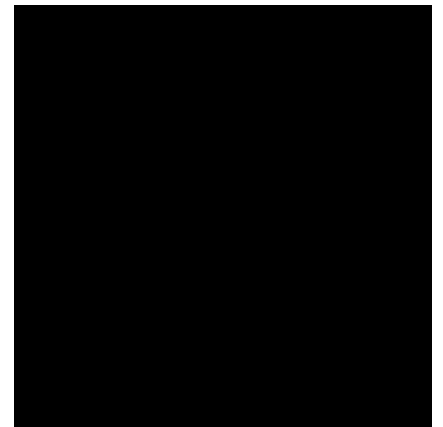
- 8.1 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in paragraph 19 of Schedule I to this Agreement

8.2 Where, in accordance with clause 8.1 above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director where the Highway Works have not been commenced by the expiry of that extension period

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)

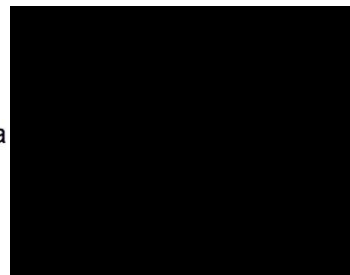

A Duly Authorised Officer



EXECUTED AS A DEED by Mulberry Property Developments Limited
in the presence of:

Director:

Director/Secreta



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 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 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 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 preliminary proposals, detailed contract drawings, schedules and specifications for Highway Structures have been prepared by the Developer and submitted for written approval to the Director's Bridge Office in accordance with Department for Transport Document BD2/12 and the structural design and checking procedure has been carried out by an incorporated or chartered engineer familiar with Department for Transport Codes of Practice and experienced in the design of Highways Structures. The documents are to be agreed as applicable with the Director before the design is commenced and details are submitted for approval

- 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 19.1.3 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
- 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 Without prejudice to the approved programme the Developer shall notify the Bridge Office and the Director in writing at least seventy-two (72) hours prior to the commencement of each and every stage of excavation and concrete operations associated with any Highway Structures
- 3.4 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 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 Schedule

- 3.5 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
- 3.6 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
- 3.7 The Director shall for the purposes of paragraphs 3.1 to 3.6 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 Works Drawings and specification referred to in paragraph 1.2 of this Schedule. In relation to Highways Structures the Director will require a schedule of testing to be agreed prior to the commencement of works or any part thereof
- 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 Works Drawings and specification referred to in paragraph 1.2 of this Schedule

- 4.4 The Director shall for the purposes of paragraphs 4.2 to 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 and if the Developer shall wish to continue to store such rejected materials and plant on the Site 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 Substantial Completion:
- (a) 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
 - (b) 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 3.5 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 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 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
- 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 and in particular:
 - 7.4.1 the Developer shall afford all reasonable facilities to enable the Director to carry out such site investigations as she 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 noisy activities 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 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 and as far as 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 Developer is not dealing adequately with the control of dust 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 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 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 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 the 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 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 His 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, 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 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 pursuant to Regulation 12

13.4 Within twenty-eight (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 Highway Structure]
- 13.5 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
- 13.6 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:
- 13.6.1 1:500 scale (or alternative scale as may be specified by the Director) "as built" drawings
 - 13.6.2 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
 - 13.6.3 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
 - 13.6.4 records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc).
- 13.7 No work on Highway Structures shall commence until the general Health and Safety file information including format to be supplied in respect of Highway Structures has been agreed with the County Council's Bridge Engineer and shall accord with the County Council's current Technical

Approval Procedure for Highway Structures

13.8 The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this paragraph
13

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 and

14.1.2 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

14.2. 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 the Developer provided that all costs and expenses owing to the County Council have been paid in respect of those Highway Works

14.3. The Developer hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act

14.4. After the issue of the Certificate of Substantial Completion the County Council may approve a reduction of up to 90% of the Performance Figure in respect of the relevant Highway Works and the County Council may release the Developer and the Performance Bond Surety and each of them from their obligations under the Performance Bond in respect of the relevant Highway Works to such extent

14.5. Upon the issue of the Certificate of Substantial Completion the Surface Water Drains shall become vested in the County Council such that the

Developer assigns to the Council for the benefit of the highway full right and liberty over the Drainage Easements through which any part of the Surface Water Drains are laid to use the same for the passage or discharge of surface water from the highway and to enter onto such part or parts of the Drainage Easements as may be reasonably necessary to cleanse repair maintain and replace the same and any conveyance of any such affected part or parts of the Developer's land shall be expressed to be subject to the Council's easement

15 DEFECTS CORRECTION PERIOD AND CERTIFICATE OF FINAL COMPLETION

15.1 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 this 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 of eighteen 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

15.2 After the expiration of the period of twelve (12) months from Substantial Completion or the date the Development becomes operational (whichever is the latter) 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 period of eighteen (18) months 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 after the provisions of paragraph 13.4 and paragraph 20.2 of this Schedule have been fulfilled the Director shall issue forthwith to the Developer 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 Developer and the Performance Bond Surety and each of them from all subsisting obligations under the Performance Bond in respect of those Highway Works

- 15.4 If called upon to do so by notice in writing served within twenty-one years of the date hereof by the County Council the Developer agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the Developer hereunder free in each case from encumbrances and together with all rights necessary to permit the use inspection maintenance repair and replacement of all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land

16 INDEMNITY

- 16.1 The Developer shall from the date of this Agreement indemnify the County Council against all claims charges costs expenses liability or loss whatsoever arising out of and incidental to any or all of the Highway Works including but not limited to those 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 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
- 16.2 The County Council shall notify the Developer forthwith upon receipt of any such claim or liability

16.3 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

16.4 The indemnification referred to in paragraph 16.1 includes:

16.4.1 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);

16.4.2 statutory interest payments to claimants and their professional advisors; and

16.4.3 the County Council's reasonable and proper legal costs in making the compensation, fees and interest payments

17 PERFORMANCE BOND

17.1 Without expense to the County Council the Developer and the Performance Bond Surety shall on the date of this Agreement enter into the Performance Bond for each and all of the Highway Works and the Developer and Performance Bond Surety shall be bound to the County Council in the amount of the Performance Figure for the Highway Works

17.2 Should the Developer 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 Agreement then the County Council may (subject to the provisions hereinafter contained) itself carry out the Highway Works and maintain the same as aforesaid having first called upon the Performance Bond Surety for the cost to be expended in so doing

17.2.1 Unless there is a danger to users of the highway the County Council shall give twenty (20) working days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under Paragraph 17.2

17.2.2 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

17.2.3 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

17.3 If the Developer 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 Agreement then the County Council will call upon the Performance Bond Surety to provide the full Performance Figure (or such sum that remains following reduction of the Performance Bond in accordance with Paragraph 14.4 of this Schedule) in accordance with this Agreement. Save that the County Council after all works 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 Performance Bond 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

18 COMMUTED SUMS FOR MAINTENANCE

18.1 Prior to the date of this Agreement the Developer shall pay to the County Council the Commuted Sums calculated as follows:

	£
Footways	£4,375.00

Street Lighting	£ 6,998.50
Drainage	£16,035.34

19 LEGAL AND ADMINISTRATIVE COSTS

19.1 The Developer shall pay to the County Council:-

19.1.1 the whole of the 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;

19.1.2 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 4.1 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 4.1 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)

19.1.3 The greater of £5000 (Five thousand pounds) or 7½% of the Performance Figure (excluding the costs associated with statutory undertakers work and traffic management) for the Highway Works towards the costs and expenses of the County Council of checking the design of each and all of the Highway Works and inspecting each and all of the Highway Works such sum shall be payable prior to sealing of this Agreement

19.1.4 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

19.1.5 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

19.1.6 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

19.1.7 In cases where it may be necessary to enter into a Section 4 or 6 agreement under the Highways Act 1980, the cost of inspecting each and all of the Highway Works on behalf of Highways England, the cost of checking the design of each and all of the Highway Works on behalf of Highways England, the cost of any Highways England fees, and the reasonable cost of County Council administrative and legal fees, which sums shall be payable prior to the sealing of this Agreement

20 PARTS I AND II OF THE LAND COMPENSATION ACT 1973

Part I and II Claims

Part I Claims - Depreciation Caused By Public Works

20.1 The Developer hereby undertakes and agrees with the County Council 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 County Council fully indemnified from and against all claims charges costs and expenses in connection therewith or arising therefrom

Part II Claims

20.2 The Developer covenants with the County Council to comply with the requirements of the Noise Insulation Regulations 1975 (SI 1975/1763) as amended and to provide to the County Council such evidence as is 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

SCHEDULE II.A

Performance Bond Agreement

DATED 1th August 2025

Mulberry Property Developments Limited (1)

- and -

National House Building Council (2)

PERFORMANCE BOND

relating to the development of land northeast of Westley Way, Badwell Ash, Bury St
Edmunds, Suffolk

BY THIS BOND MULBERRY PROPERTY DEVELOPMENTS LIMITED (Company Number 07253372) whose registered office is at Nene House, 4 Rushmills, Northampton NN4 7YB ("the Developer") and

NATIONAL HOUSE BUILDING COUNCIL (Co. Reg. No. 00320784) whose registered office is at **NHBC House Davy Avenue Knowlhill Milton Keynes Buckinghamshire MK5 8FP** ("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 £80,837.32 (eighty thousand, eight hundred and thirty seven pounds and thirty two pence) 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 executed and delivered the same on but not before this 4th day of August Two thousand and twenty-five

1. The Developer has entered into an Agreement under seal with the County Council of even date made under Section 278 of the 1980 Act whereby the Developer undertook at its own expense 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

SCHEDULE II.B – Not Used

SCHEDULE III

The Highways Works comprising the following works:

<u>Location</u>	<u>Works</u>
Land East of Hunston Road, Badwell Ash	Provision of new access to new development and footway

Timescales: The Highways Works are to be commenced within 12 (twelve) months of the date of this Agreement and completed within 3 (three) months of commencement of the Highway Works

SCHEDULE IV

Approved List of drawings

	Title	Drawing number
1.	Section 278 Layout	22024-BDC-C-XX-XX-HW-0761-C04
2.	Section 278 Drainage and Levels	22024-BDC-C-XX-XX-HW-0763-C04
3.	Section 278 Site Clearance	22024-BDC-C-XX-XX-HW-0764-C03
4.	Section 278 Signs and Lines Plan	22024-BDC-C-XX-XX-HW-0766-C04
5.	Badwell Ash Approved Street Lighting	SL01/0001/S278
6.	Section 278 General Arrangement	22024-BDC-C-XX-XX-HW-0767-C01
7.	Section 278 Construction Details	MH_03-025

SCHEDULE V

Letters of Consent

CURRENT STATUTORY SERVICE RECORD PLANS SHOULD BE OBTAINED BY THE CONTRACTOR/OVERSEERING ORGANISATION BEFORE COMMENCEMENT OF ANY STREET LIGHTING INSTALLATION OR REMOVAL WORKS.
ALL SERVICES ARE TO BE LOCATED AND IDENTIFIED PRIOR TO INSTALLING OR REMOVING ANY LIGHTING COLUMNS. WORKS SHOULD BE CARRIED OUT IN ACCORDANCE WITH HSE G56, ENA 43-8, HSE HG547, G391 AND ALL RELEVANT HSE REGULATIONS.

DETAILS OF EXISTING STATUTORY UNDERTAKERS PLANT ARE TO BE OBTAINED BY THE CLIENT AND THE CONTRACTOR MAY EXAMINE THESE RECORDS AT THE ENGINEERS OFFICE. ALL WORKS IN THE VICINITY OF ANY OVERHEAD CABLES SHALL CONFORM TO THE REQUIREMENTS OF HSE GUIDANCE NOTE G57 'AVOIDANCE OF DANGER FROM OVERHEAD LINES' AND ALL WORKS IN THE VICINITY OF UNDERGROUND MAINS OR CABLES SHALL CONFORM TO THE REQUIREMENTS OF HSE GUIDANCE NOTE HG547 'AVOIDING DANGER FROM UNDERGROUND SERVICES' AND ANY ADDITIONAL REQUIREMENTS SPECIFIED BY THE RELEVANT UNDERTAKER.
THE CONTRACTOR WILL BE RESPONSIBLE FOR LIAISON WITH THE UNDERTAKERS AND FOR PROGRAMMING THE AGREED PROTECTION AND/OR DIVERSION WORKS TO ANY STATUTORY UNDERTAKERS APPARATUS INTO THE OVERALL WORKS PROGRAMME (THIS IS TO INCLUDE ADJUSTMENT OF STAKES COVERS).
ANY DAMAGE TO PLANT OR APPARATUS SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

NO WORKS SHALL BE CONSTRUCTED UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE OVERSEEING ORGANISATION BY THE DEVELOPER. NO WORKS SHALL BE CONSTRUCTED WITHOUT APPROVAL. IF CARRIED OUT THEN THEY WILL BE ENTIRELY AT THE DEVELOPERS RISK. UNLESS OTHERWISE STATED WITHIN THE QUOTATION PROVIDED BY MMA LIGHTING CONSULTANCY, THIS DESIGN HAS NOT BEEN SUBMITTED FOR TECHNICAL APPROVAL.

**STREET LIGHTING DESIGN
APPROVED**
BY SUFFOLK COUNTY
COUNCIL'S
STREET LIGHTING
DEPARTMENT

SIGNED:- [REDACTED]
DATED:- 18th September 2024

APPROVAL VALID FOR 18MONTHS FROM DATE INDICATED ABOVE

THE PROPOSED LOW VOLTAGE
ELECTRICAL LINE IS TO DIVERT
OVERHEAD AT THIS POINT

THE EXISTING OVERHEAD LOW VOLTAGE
ELECTRICAL LINE IS TO DIVERT
UNDERGROUND AT THIS POINT

STREET LIGHTING LEGEND:-

City 02
Lighting Column: 6m Suffolk County Council (SCC) specification galvanneal tubular steel type complete with a glass flake roof treatment
Column Reference: N/A
Luminaire: CU Proscod E800
Mounting Type: Post top mounted
Manufacturer Ref: E950-28-PAP-730-SD0425-18W
Lumen Output: 2.48 lm
Luminaire Wattage: 19 w
Colour Temperature: 3000k Warm White
Luminaire Tilt: 0°
Luminous Intensity: G4
Control Gear: Dimmable electronic driver
Factory fitted 7-Pin NEMA socket with 1-part photocell (#Telesca telecell unit - see note to left regarding supply & installation of Telesca)
Control Type: N/A
Dimming Profile: DNO electrical supply connection
Supply: Charles Endirect L3 double pole isolator
Primary Isolator:
Secondary Isolator:

NOTE: TELESKA TELECELLS AND SUFFOLK COUNTY COUNCIL IDENTIFICATION NUMBER PLATES ARE TO BE SUPPLIED AND INSTALLED ON ALL STREET LIGHTING LANTERNS AND ILLUMINATED SIGNS BY SCC'S INCUMBENT STREET LIGHTING CONTRACTOR, UPON ADOPTION, AT DEVELOPERS EXPENSE. (APPROXIMATELY £148 PER LIGHTING UNIT).
PLEASE ENSURE CORRECT LANTERNS ARE INSTALLED ON CORRECT COLUMNS AS PER SPECIFICATION ABOVE. A COPY OF THIS DRAWING IS TO BE ISSUED TO THE APPOINTED STREET LIGHTING CONTRACTOR AT ALL TIMES.

Lighting column to be installed as part of S38 Works.
ELECTRICAL CONNECTION TYPE:
DNO-N Proposed Distribution Network Operator electrical supply connection

STATUTORY SERVICE KEY:
--- Existing underground electricity cable (unknown voltage)
--- Existing overhead communication cable
--- Existing underground water main
--- Existing overhead low voltage electrical cable
--- Proposed underground low voltage electrical cable

STREET LIGHTING NOTES:-

- ALL NEW STREET LIGHTING COLUMNS ARE TO BE INSTALLED WITHIN THE REAR OF THE FOOTPATH OR WITHIN THE REAR OF THE SERVICE STRIP UNLESS OTHERWISE INDICATED. WHERE COLUMNS ARE TO BE INSTALLED WITHIN SERVICE STRIPS, IT IS STRONGLY ADVISED THAT THE POSITIONS OF THE PROPOSED LIGHTING COLUMNS ARE MARKED AT AN EARLY STAGE USING STAKES OR PIPING OF A SIMILAR DIAMETER TO THAT OF THE LIGHTING COLUMN BASE, SO AS TO ENSURE ADEQUATE SPACE FOR THE LIGHTING COLUMNS TO BE INSTALLED WHILST NOT BEING BLOCKED / IMPINGED ON BY OTHER SERVICES. INSTALLATION OF COLUMNS OUTSIDE OF SERVICES STRIPS WILL NOT BE ACCEPTED.
- WHERE ROAD LIGHTING COLUMNS ARE TO BE INSTALLED IN VERGE THEY SHALL BE SET BACK FROM THE EDGE OF THE KERB / ROAD SURFACE SO THAT THE REAR OF THE COLUMN IS 1.0M BACK FROM THE KERB EDGE UNLESS OTHERWISE INDICATED. WHERE A LIGHTING COLUMN IS INSTALLED IN AN AREA WHERE THE SERVICE STRIP IS INDICATED AS BEING ONLY 0.5M WIDE, AN AREA OF LAND 1M X 1M SURROUNDING THE BASE OF THE LIGHTING COLUMN WILL NEED TO BE DEDICATED AS HIGHWAY THEREFORE WIDENING THE SERVICE STRIP AROUND THE COLUMN.
- THE SYMBOLS FOR STREET LIGHTING COLUMNS AND ILLUMINATED SIGNAGE SHOWN ON THE DRAWING ARE NOT TO SCALE.
- ALL NEW STREET LIGHTING COLUMNS AND ILLUMINATED SIGNS ARE TO HAVE DNO STATUTORY MAINS ELECTRICITY SUPPLIES UNLESS OTHERWISE INDICATED.
- NO TREES ARE TO BE PLANTED WITH 5M OF ANY NEW STREET LIGHTING COLUMNS TO ENSURE BLOCKING EFFECT ON LIGHTING UNITS IS MINIMISED.
- IF NO LIGHTING COLUMNS HAVE BEEN PLANTED WITHIN 18 MONTHS OF THIS LIGHTING DESIGN BEING APPROVED, THE DESIGN SHOULD BE RE-SUBMITTED TO SUFFOLK COUNTY COUNCIL'S STREET LIGHTING DEPARTMENT FOR RE-CHECKING / RE-APPROVAL.
- NO CHANGES TO THE POSITIONS OR SPECIFICATION OF ANY LIGHTING EQUIPMENT SHOWN ON THIS APPROVED STREET LIGHTING DRAWING SHOULD BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE APPROVING SUFFOLK COUNTY COUNCIL OFFICER MR NEIL EVANS OR IN THE APPROVING OFFICERS ABSENCE, THE SUFFOLK COUNTY COUNCIL STREET LIGHTING MANAGER MR RICHARD WEBSTER.

RESIDUAL DESIGN HAZARDS:
LOCATION OF EXISTING UTILITY SERVICES TO BE DETERMINED ON SITE BY THE CONTRACTOR.
INSTALLATION WORKS SHOULD BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT STANDARDS INCLUDING BS 7811, G391, HSE47 AND THE INSTITUTION OF LIGHTING PROFESSIONALS GENERAL PUBLICATION 03 (ILP GP03).

- UNDERGROUND ELECTRICITY CABLE (UNKNOWN VOLTAGE)
- UNDERGROUND WATER MAINS
- OVERHEAD BT COMMUNICATION CABLES
- EXISTING OVERHEAD LOW VOLTAGE ELECTRICAL CABLE
- PROPOSED UNDERGROUND LOW VOLTAGE ELECTRICAL CABLE

SL01/0001/S278/BADWELLASHUNSTONRD

NOTE:
ALL WORKS SHALL BE IN ACCORDANCE WITH THE MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS (MCHW) VOLUME 1 SPECIFICATION FOR HIGHWAY WORKS (SHW), THE REQUIREMENTS OF SUFFOLK COUNTY COUNCIL (SCC) AS THE HIGHWAY AUTHORITY AND THE SCC SPECIFICATION FOR ESTATE ROADS UNDER THE DIRECTION OF THE HIGHWAY AUTHORITY ENGINEERS.

NOTE:
THE CONTRACTORS IS RESPONSIBLE FOR ARRANGING ALL THE NECESSARY TESTING, RECORDS, COMPLIANCE DATA, CONSTRUCTION METHODOLOGY AND INSPECTION AND OVERALL ENSURING THE ADOPTED HIGHWAY CONSTRUCTION WORKS ARE WHOLLY TO THE SATISFACTION AND REQUIREMENTS OF THE SCC.

NOTE:
UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

NOTES:

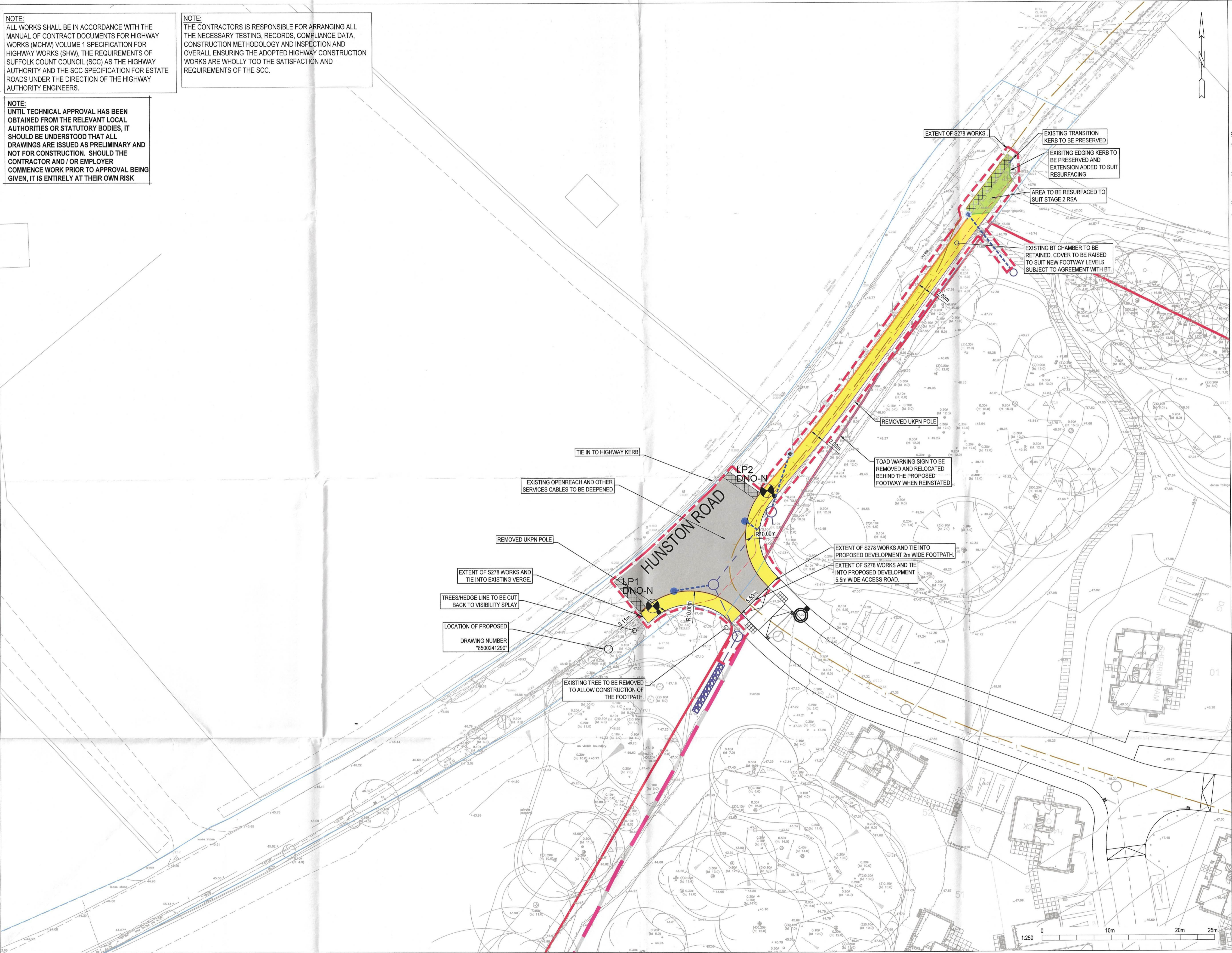
- DO NOT SCALE FROM THIS DRAWING. ONLY USE FIGURED DIMENSIONS. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL ENGINEERS DRAWINGS AND DETAILS, THE SPECIFICATION FOR THE WORKS, THE RELEVANT ARCHITECT'S DRAWINGS AND ANY OTHER SPECIALISTS DRAWINGS.
- ORDNANCE SURVEY SHOWN FOR CONTEXT ONLY. ORDNANCE SURVEY (O) CROWN COPYRIGHT 2015. ALL RIGHTS RESERVED. LICENCE NUMBER 100022432
- THIS PLAN IS PREPARED IN CONSIDERATION OF SITE LAYOUT AND RED LINE BOUNDARY TAKEN FROM GRAVE PLAN "EXTERNAL WORKS LAYOUT" DRG NO: 22-3207-01, REV P6, DATED: 30.07.24, RECEIVED 01.08.2024
- TOPOGRAPHICAL SURVEY PROVIDED BY MIDLAND SURVEY LTD, DRAWING NUMBER 000001, 000002, 000003, 000004, 000005, RECEIVED ON 03.03.2022
- FOR CLARITY TOPOGRAPHICAL SURVEY HAS BEEN CLIPPED AT THE EXTENTS OF THE SITE LAYOUT PROPOSALS.

S278 NOTES:

- EXTENT OF HIGHWAY BOUNDARY AND PUBLIC RIGHT WAY ARE BASED ON SCC HIGHWAY RECORD PLAN. TITLE: LAND AT HUNSTON ROAD, BADWELL ASH DATED 23.05.2022. LETTER REF: SF311983800 DATED 24.05.2022 PROVIDED BY CLIENT DATED 27.05.2022
- EXISTING TREES/HEDGE ROW TO BE REMOVED IF LOCATED WITHIN PROPOSED ACCESS AND FOOTPATH. THIS IS IN LINE WITH HAYDEN'S AGRICULTURAL CONSULTANTS TREE PROTECTION PLAN, DWG. NO. 6338-D-14A REV B DATED 28.03.2019 PROVIDED BY CLIENT DATED 12.05.2022.
- EXISTING BANK ADJACENT TO CARRIAGEWAY TO BE REMOVED TO ENABLE CONSTRUCTION OF NEW ACCESS AND FOOTWAY.
- NO DEVIATION FROM THE DETAILS SHOWN ON THIS DRAWING IS PERMITTED WITHOUT PRIOR PERMISSION FROM THE ENGINEER.

LEGEND

	DEVELOPMENT BOUNDARY
	EXTENT OF HIGHWAY BOUNDARY
	S278 WORKS BOUNDARY
	PUBLIC RIGHT OF WAY
	S278 PROPOSED CARRIAGEWAY
	S278 PROPOSED FOOTWAY
	ADOPTED SURFACE WATER MANHOLE AND SEWER NETWORK
	ADOPTED SURFACE WATER GULLY
	ADOPTED SURFACE WATER BRICK CHUTE SHALLOW OUTLET GULLY
	INFILTRATION TRENCH
	SURFACE WATER MANHOLE AND SEWER NETWORK TO BE ADOPTED BY LOCAL WATER AUTHORITY. SUBJECT TO A S104 APPLICATION
	RISING MAIN
	UKPN DIVERSION (REFER DIVERSION PLAN)
	150x50 EF KERB
	225x125 H82 KERB (100mm UPSTAND)
	125x100 BN KERB - 25mm UPSTAND
	TRANSITION KERB
	PROPOSED S278 STREET LIGHTS
	PROPOSED S38 STREET LIGHTS
	ASPHALT AREA TO BE RESURFACED (BASE AND BINDER)



Levee CONSULTING

BADWELL ASH HUNSTON ROAD

SECTION 278 LAYOUT

SCALE : 1:250 @ A1
DATE : DECEMBER 2024
DRAWN : ACG
CHECKED :
DRG.No. : 22024-BDC-C-XX-HW-0761

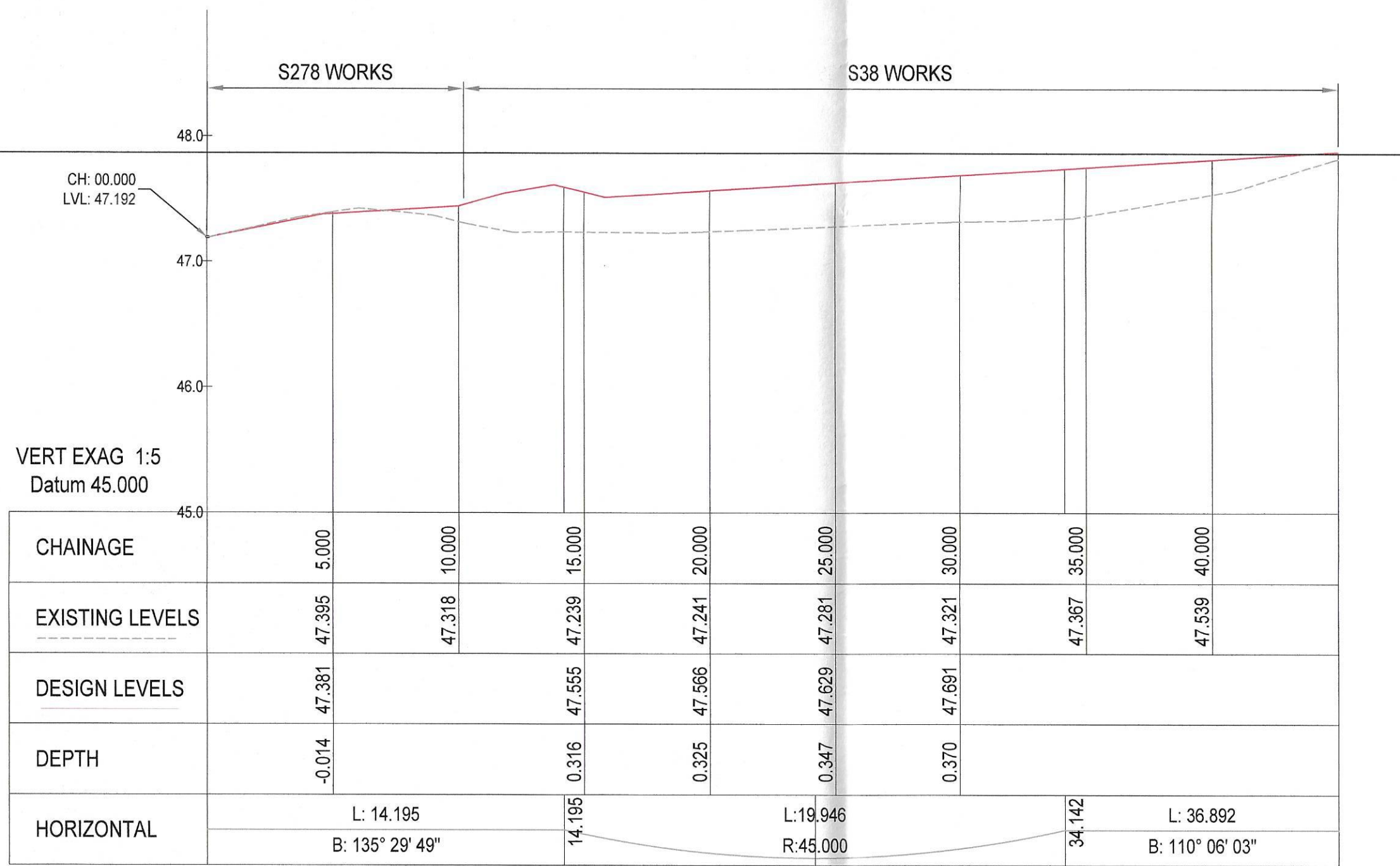
C04

MANHOLE SCHEDULE: S278 SW Drainage

MANHOLE REFERENCE	COVER LEVEL [m]	PIPE INVERT LEVELS [m]	PIPE Ø [mm]	MANHOLE DEPTH [m]	INTERNAL CHAMBER SIZE [mm]	MANHOLE TYPE	COVER TYPE	CLEAR OPENING	SETOUT COORDS	DOWNSTEAM PIPE Ø [mm]	SUMP DEPTH [mm]
S1	47.423	OUT=46.09 OUT=Ø 225	1633	1200Ø	1200Ø	CATCHPIT	B125	600x600	E: 598711.115 N: 288670.066	225	300
S2	47.300	OUT=46.01 OUT=Ø 225	1590	1200Ø	1200Ø	CATCHPIT	D400	600x600	E: 598702.640 N: 288704.855	225	300
S4	47.400	IN=45.800 OUT=Ø 225	1600	1500Ø	1500Ø	SOAKAWAY	B125	600x600	E: 598746.613 N: 288704.855	225	N/A
S5	47.850	IN=45.95 OUT=Ø 225	2000	1200Ø	1200Ø	CATCHPIT	B125	600x600	E: 598706.101 N: 288651.956	225	300

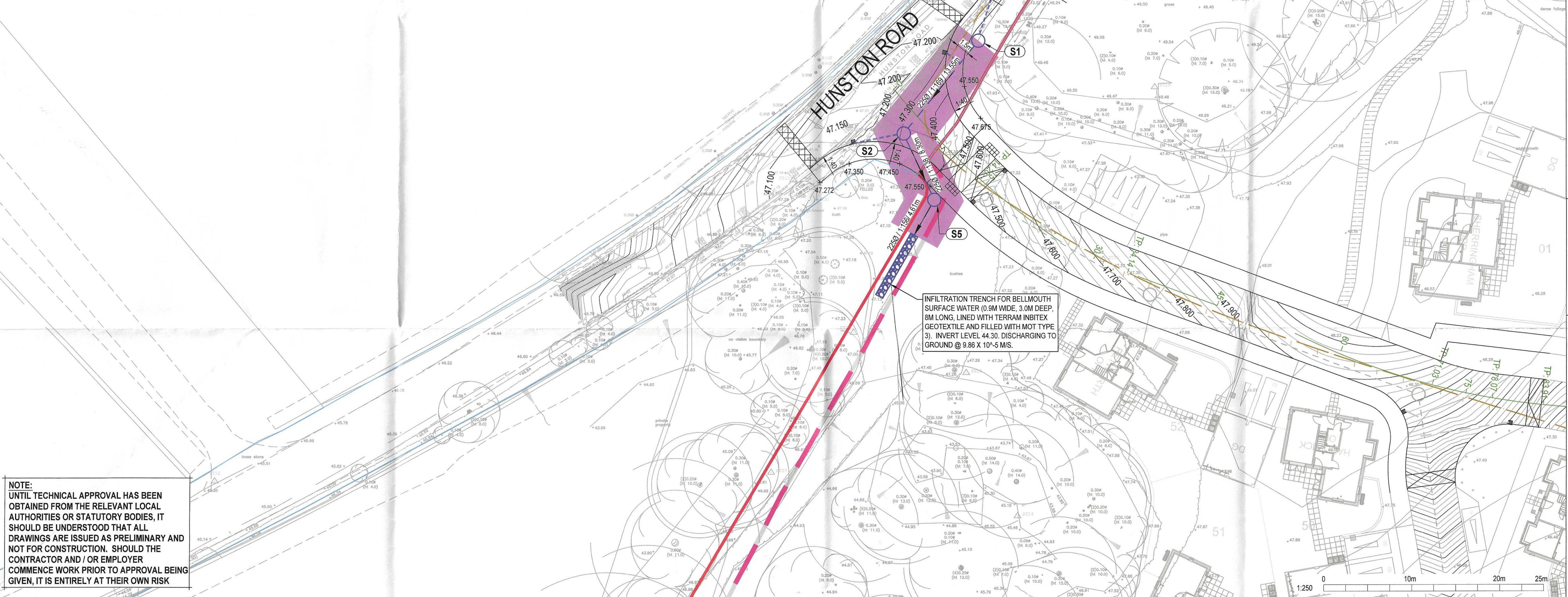
NOTE:
ALL WORKS SHALL BE IN ACCORDANCE WITH THE MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS (MCHW) VOLUME 1 SPECIFICATION FOR HIGHWAY WORKS (SHW), THE REQUIREMENTS OF SUFFOLK COUNTY COUNCIL (SCC) AS THE HIGHWAY AUTHORITY AND THE SCC SPECIFICATION FOR ESTATE ROADS UNDER THE DIRECTION OF THE HIGHWAY AUTHORITY ENGINEERS.

NOTE:
THE CONTRACTORS IS RESPONSIBLE FOR ARRANGING ALL THE NECESSARY TESTING, RECORDS, COMPLIANCE DATA, CONSTRUCTION METHODOLOGY AND INSPECTION AND OVERALL ENSURING THE ADOPTED HIGHWAY CONSTRUCTION WORKS ARE WHOLLY TO THE SATISFACTION AND REQUIREMENTS OF THE SCC.



S278 ACCESS ROAD LONG SECTION

NOTE:
UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK



INFILTRATION TRENCH FOR BELLMOUTH SURFACE WATER (0.9M WIDE, 3.0M DEEP, 8M LONG, LINED WITH TERRAM NBIBTEX GEOTEXTILE AND FILLED WITH MOT TYPE 3). INVERT LEVEL 44.30. DISCHARGING TO GROUND @ 9.86 X 10⁻⁵ M/S.

- NOTES:
- DO NOT SCALE FROM THIS DRAWING. ONLY USE FIGURED DIMENSIONS (ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER).
 - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL ENGINEER'S DRAWINGS AND DETAILS, THE SPECIFICATION FOR THE WORKS, THE RELEVANT ARCHITECT'S DRAWINGS AND ANY OTHER SPECIALIST'S DRAWINGS.
 - ORNANCE SURVEY SHOWN FOR CONTEXT ONLY. ORNANCE SURVEY (C) CROWN COPYRIGHT 2015. ALL RIGHTS RESERVED. LICENCE NUMBER 10002432.
 - THIS PLAN IS PREPARED IN CONSIDERATION OF SITE LAYOUT AND RED LINE BOUNDARY TAKEN FROM GRAFIK PLAN 'EXTERNAL WORKS LAYOUT' DRG NO. 22-3207-01, REV.P6, DATED: 30.07.24, RECEIVED ON 08.08.2024.
 - TOPOGRAPHICAL SURVEY PROVIDED BY MIDLAND SURVEY LTD, DRAWING NUMBER 000001, 000001, 000003, 000004, 000005. RECEIVED ON 03.03.2022.
 - FOR CLARITY TOPOGRAPHICAL SURVEY HAS BEEN CLIPPED AT THE EXTENTS OF THE SITE LAYOUT PROPOSALS.

- S278 NOTES:
- EXTENT OF HIGHWAY BOUNDARY AND PUBLIC RIGHT WAY ARE BASED ON SCC HIGHWAY RECORD PLAN, TITLE: LAND AT HUNSTON ROAD, BADWELL ASH DATED 23.05.2022, LETTER REF: SF311983860 DATED 24.05.2022 PROVIDED BY CLIENT DATED 27.05.2022.
 - EXISTING TREES/HEDGEROW TO BE REMOVED IF LOCATED WITHIN PROPOSED ACCESS AND FOOTPATH. THIS IS IN LINE WITH HAYDEN'S AGRICULTURAL CONSULTANTS TREE PROTECTION PLAN, DWG. NO. 6338-D-1A REV B DATED 28.03.2019 PROVIDED BY CLIENT DATED 12.05.2022.
 - EXISTING SHAW ADJACENT TO CARRIAGEWAY TO BE REMOVED TO ENABLE CONSTRUCTION OF NEW ACCESS AND FOOTWAY.
 - NO DEVIATION FROM THE DETAILS SHOWN ON THIS DRAWING IS PERMITTED WITHOUT PRIOR PERMISSION FROM THE ENGINEER.

- LEGEND
- DEVELOPMENT BOUNDARY
 - EXTENT OF HIGHWAY BOUNDARY
 - PUBLIC RIGHT OF WAY
 - ADOPTED SURFACE WATER MANHOLE AND SEWER NETWORK
 - ADOPTED SURFACE WATER GULLY
 - ADOPTED SURFACE WATER BRICK CHUTE SHALLOW OUTLET GULLY
 - INFILTRATION TRENCH
 - 3m DRAINAGE EASEMENT OR AS NOTED IF LESS
 - SURFACE WATER MANHOLE AND SEWER NETWORK TO BE ADOPTED BY LOCAL WATER AUTHORITY, SUBJECT TO A S104 APPLICATION
 - MAJOR CONTOURS AT 100mm INTERVALS
 - MINOR CONTOURS AT 25mm INTERVALS
 - RIISING MAIN
 - SPOT LEVEL
 - SLOPE INDICATOR
 - GEOMETRIC ROAD CENTRELINE AND CHAINAGE
 - TP=TANGENT POINT

Levee CONSULTING

BADWELL ASH
HUNSTON ROAD

SECTION 278
DRAINAGE AND LEVELS

SCALE: 1:250 @ A1
DATE: DECEMBER 2024
DRAWN: ACG
CHECKED:
DRG.No.: Z2024-BDC-C-XX-XX-HW-0763

C04

NOTE:
ALL WORKS SHALL BE IN ACCORDANCE WITH THE MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS (MCHW) VOLUME 1 SPECIFICATION FOR HIGHWAY WORKS (SHW), THE REQUIREMENTS OF SUFFOLK COUNTY COUNCIL (SCC) AS THE HIGHWAY AUTHORITY AND THE SCC SPECIFICATION FOR ESTATE ROADS UNDER THE DIRECTION OF THE HIGHWAY AUTHORITY ENGINEERS.

NOTE:
THE CONTRACTORS IS RESPONSIBLE FOR ARRANGING ALL THE NECESSARY TESTING, RECORDS, COMPLIANCE DATA, CONSTRUCTION METHODOLOGY AND INSPECTION AND OVERALL ENSURING THE ADOPTED HIGHWAY CONSTRUCTION WORKS ARE WHOLLY TO THE SATISFACTION AND REQUIREMENTS OF THE SCC.

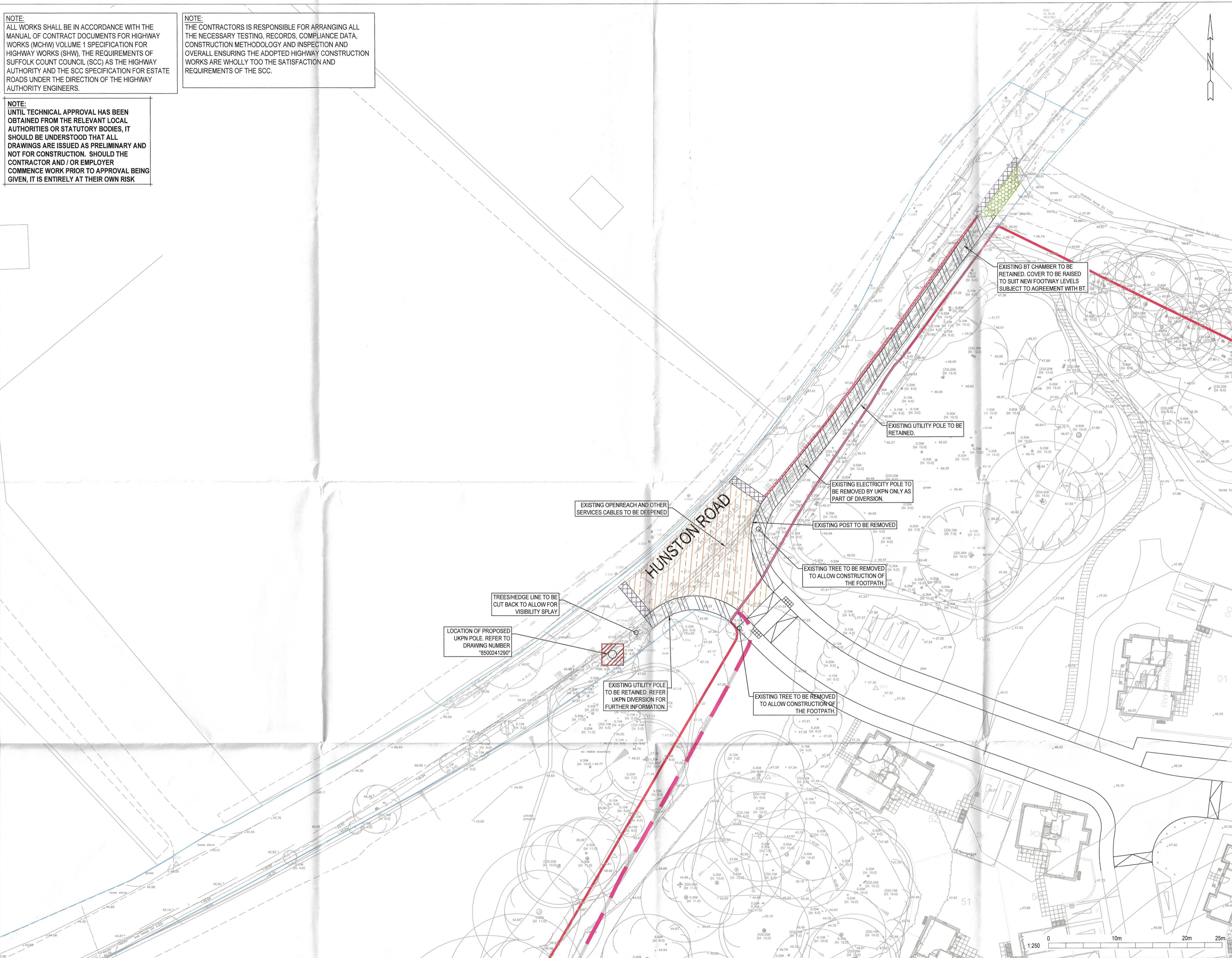
NOTE:
UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

NOTES:
1. DO NOT SCALE FROM THIS DRAWING. ONLY USE FIGURED DIMENSIONS. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER.
2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL ENGINEERS DRAWINGS AND DETAILS. THE SPECIFICATION FOR THE WORKS, THE RELEVANT ARCHITECTS DRAWINGS AND ANY OTHER SPECIALISTS DRAWINGS.
3. ORDNANCE SURVEY SHOWN FOR CONTEXT ONLY. ORDNANCE SURVEY (C) CROWN COPYRIGHT 2015. ALL RIGHTS RESERVED. LICENCE NUMBER 100022432
4. THIS PLAN IS PREPARED IN CONSIDERATION OF SITE LAYOUT AND RED LINE BOUNDARY TAKEN FROM GRAFIK PLAN "EXTERNAL WORKS LAYOUT" DRG NO: 22-3207-01, REV.P6, DATED: 30.07.24, RECEIVED ON 03.08.2024
5. TOPOGRAPHICAL SURVEY PROVIDED BY MIDLAND SURVEY LTD, DRAWING NUMBER 000001, 000002, 000003, 000004, 000005, RECEIVED ON 03.03.2022
6. FOR CLARITY TOPOGRAPHICAL SURVEY HAS BEEN CLIPPED AT THE EXTENTS OF THE SITE LAYOUT PROPOSALS.

S278 NOTES:
1. EXTENT OF HIGHWAY BOUNDARY AND PUBLIC RIGHT WAY ARE BASED ON SCC HIGHWAY RECORD PLAN, TITLE: LAND AT HUNSTON ROAD, BADWELL ASH DATED 23.05.2022, LETTER REF: SF311983800 DATED 24.05.2022 PROVIDED BY CLIENT DATED 27.05.2022
2. EXISTING TREES/HEDGEROW TO BE REMOVED IF LOCATED WITHIN PROPOSED ACCESS AND FOOTPATH. THIS IS IN LINE WITH HAYDEN'S ARBORICULTURAL CONSULTANTS TREE PROTECTION PLAN, DWG. NO. 6338-0-AM REV B DATED 28.03.2019 PROVIDED BY CLIENT DATED 12.05.2022
3. EXISTING BANK ADJACENT TO CARRIAGEWAY TO BE REMOVED TO ENABLE CONSTRUCTION OF NEW ACCESS AND FOOTWAY
4. NO DEVIATION FROM THE DETAILS SHOWN ON THIS DRAWING IS PERMITTED WITHOUT PRIOR PERMISSION FROM THE ENGINEER.

LEGEND

- DEVELOPMENT BOUNDARY
- EXTENT OF HIGHWAY BOUNDARY
- PUBLIC RIGHT OF WAY
- TREE ROOT PROTECTION ZONES
- EXISTING TREES / TREE CANOPIES
- REMOVE EXISTING SURFACE TO FOOTWAY FORMATION LEVELS*
- REMOVE EXISTING SURFACE TO CARRIAGEWAY FORMATION LEVELS*
- PLANE DOWN EXISTING SURFACES IN STEPS TO SUIT TIE-IN DETAIL*
- NEW KERB TIE INTO EXISTING KERB*
- *REFER SECTION 278 HIGHWAY CONSTRUCTION DETAILS
- UKPN WORKS
- *REFER TO DRAWING NUMBER "8500241290"
- REMOVE EXISTING TARMAC TO FOUNDATION LEVELS



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CONSULTING

BADWELL ASH
HUNSTON ROAD

SECTION 278
SITE CLEARANCE PLAN

SCALE : 1:250 @ A1
 DATE : DECEMBER 2024
 DRAWN : ACG
 CHECKED :
 DRG.No. : 22024-BDC-C-XX-XX-HW-0764

C03

NOTE:
ALL WORKS SHALL BE IN ACCORDANCE WITH THE MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS (MCHW) VOLUME 1 SPECIFICATION FOR HIGHWAY WORKS (SHW), THE REQUIREMENTS OF SUFFOLK COUNTY COUNCIL (SCC) AS THE HIGHWAY AUTHORITY AND THE SCC SPECIFICATION FOR ESTATE ROADS UNDER THE DIRECTION OF THE HIGHWAY AUTHORITY ENGINEERS.

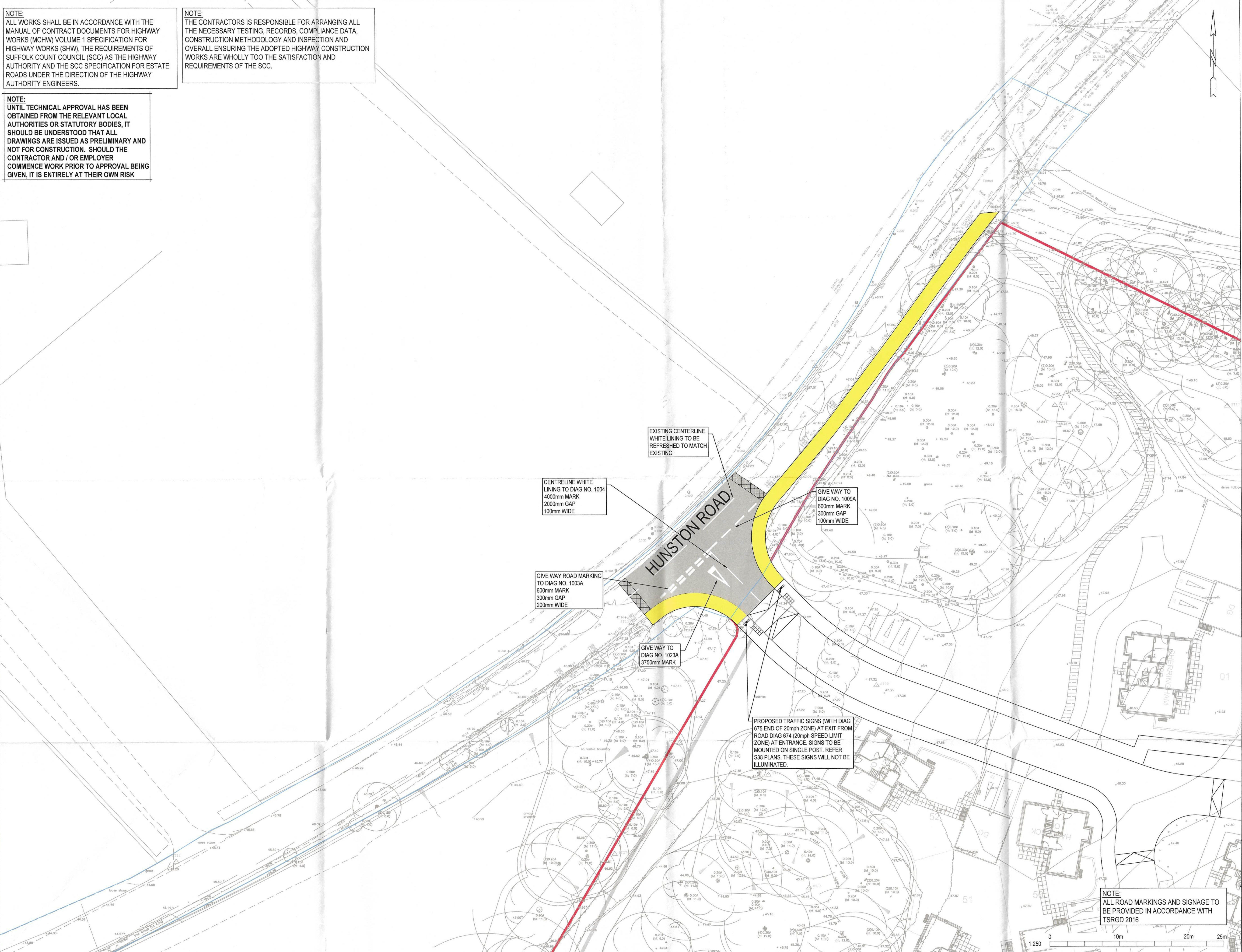
NOTE:
THE CONTRACTORS IS RESPONSIBLE FOR ARRANGING ALL THE NECESSARY TESTING, RECORDS, COMPLIANCE DATA, CONSTRUCTION METHODOLOGY AND INSPECTION AND OVERALL ENSURING THE ADOPTED HIGHWAY CONSTRUCTION WORKS ARE WHOLLY TO THE SATISFACTION AND REQUIREMENTS OF THE SCC.

NOTE:
UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

- NOTES:**
- DO NOT SCALE FROM THIS DRAWING. ONLY USE FIGURED DIMENSIONS. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER.
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 - TOPOGRAPHICAL SURVEY PROVIDED BY MIDLAND SURVEY LTD. DRAWING NUMBER 000001, 000002, 000003, 000004, 000005. RECEIVED ON: 03.05.2022.
 - FOR CLARITY TOPOGRAPHICAL SURVEY HAS BEEN CLIPPED AT THE EXTENTS OF THE SITE LAYOUT PROPOSALS.

- S278 NOTES:**
- EXTENT OF HIGHWAY BOUNDARY AND PUBLIC RIGHT WAY ARE BASED ON SCC HIGHWAY RECORD PLAN, TITLE: LAND AT HUNSTON ROAD, BADWELL ASH DATED 23.05.2022, LETTER REF: S211863600 DATED 24.05.2022 PROVIDED BY CLIENT DATED 27.05.2022.
 - EXISTING TREESHEDGE ROW TO BE REMOVED IF LOCATED WITHIN PROPOSED ACCESS AND FOOTPATH. THIS IS IN LINE WITH HAYDEN'S AGRICULTURAL CONSULTANTS TREE PROTECTION PLAN, DWG. NO. 6338-D-AIA REV B DATED 28.03.2019 PROVIDED BY CLIENT DATED 12.05.2022.
 - EXISTING BANK ADJACENT TO CARRIAGEWAY TO BE REMOVED TO ENABLE CONSTRUCTION OF NEW ACCESS AND FOOTWAY.
 - NO DEVIATION FROM THE DETAILS SHOWN ON THIS DRAWING IS PERMITTED WITHOUT PRIOR PERMISSION FROM THE ENGINEER. ROAD MARKINGS ARE SHOWN INDICATIVELY. CONTRACTOR TO USE LATEST VERSION OF TRAFFIC SIGNS MANUAL AND TSRD FOR APPLICATION. MARKINGS TO BE EITHER THERMOPLASTIC OR ACRYLIC AND CERTIFIED TO MEET THE PERFORMANCE REQUIREMENTS OF BS EN 1438. MARKING TO HAVE A MINIMUM SKID RESISTANCE OF S1 IN ACCORDANCE WITH BS EN 1438.
 - THE CONTRACTOR SHALL COMPLY WITH ALL STATUTORY REGULATIONS AND LOCAL BY-LAWS RELATING TO WORK ON THE HIGHWAYS AND SHALL NOT UNNECESSARILY OR IMPROPERLY INTERFERE WITH THE ACCESS TO OR THE USE OR OCCUPATION OF PUBLIC ROADS AND FOOTPATHS.

- LEGEND**
- DEVELOPMENT BOUNDARY
 - EXTENT OF HIGHWAY BOUNDARY
 - S278 PROPOSED CARRIAGEWAY
 - S278 PROPOSED FOOTWAY
 - S38 PROPOSED TRAFFIC SIGNS



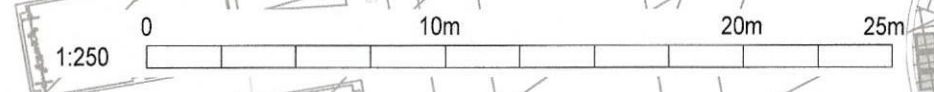
Levee CONSULTING

BADWELL ASH HUNSTON ROAD

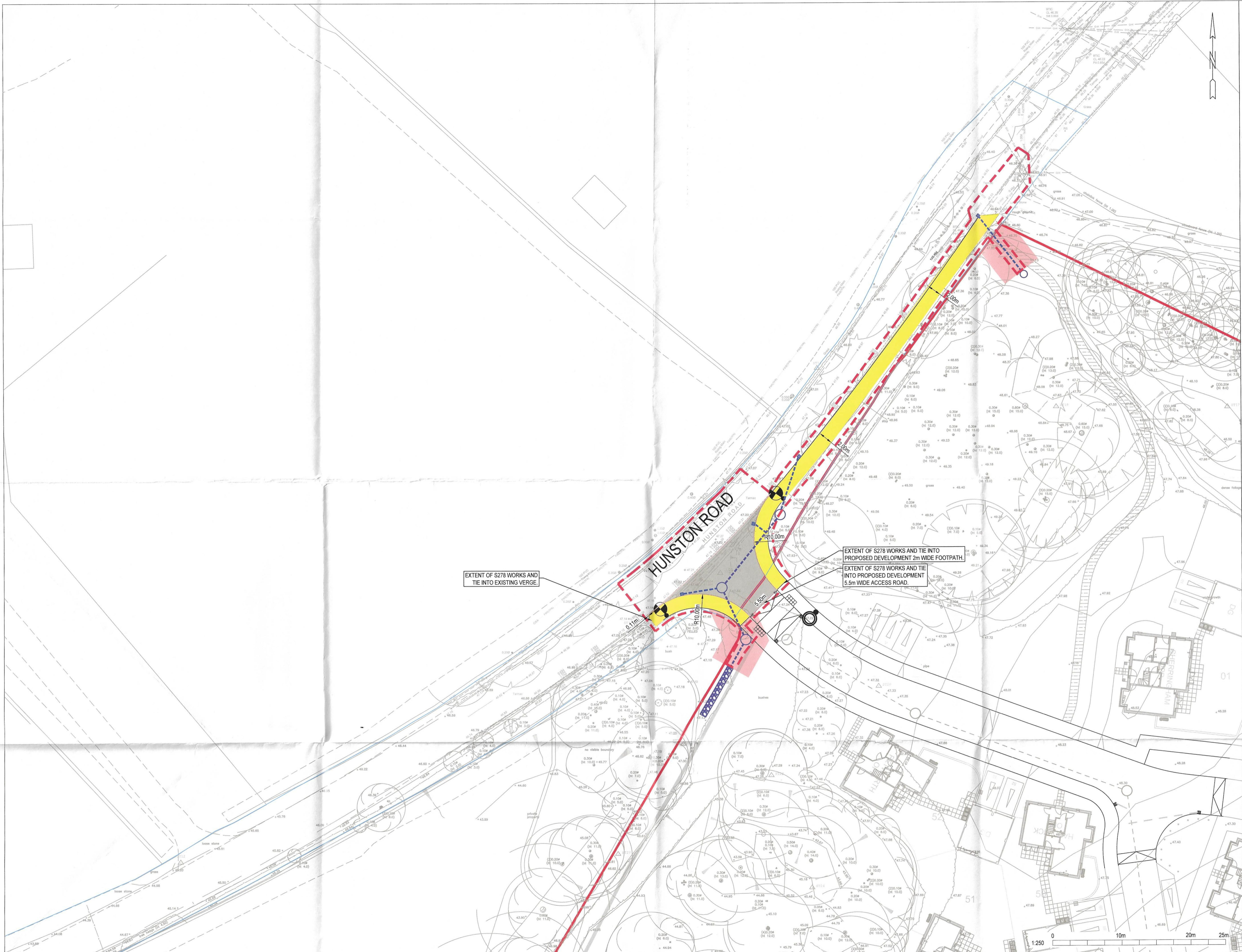
SECTION 278 SIGNS AND LINES PLAN

SCALE : 1:250 @ A1
 DATE : DECEMBER 2024
 DRAWN : ACG
 CHECKED :
 DRG.No. : 22024-BDC-C-XX-XX-HH-0766

NOTE:
ALL ROAD MARKINGS AND SIGNAGE TO BE PROVIDED IN ACCORDANCE WITH TSRGD 2016



C04



- NOTES:**
- DO NOT SCALE FROM THIS DRAWING. ONLY USE FIGURED DIMENSIONS. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER.
 - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL ENGINEERS DRAWINGS AND DETAILS, THE SPECIFICATION FOR THE WORKS, THE RELEVANT ARCHITECTS DRAWINGS AND ANY OTHER SPECIALIST DRAWINGS.
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 - THIS PLAN IS PREPARED IN CONSIDERATION OF SITE LAYOUT AND RED LINE BOUNDARY TAKEN FROM GREAT PLAN 'EXTERNAL WORKS LAYOUT' DRG NO: 22-3207-01, REV.P6, DATED: 30.07.24, RECEIVED 01.08.2024
 - TOPOGRAPHICAL SURVEY PROVIDED BY MIDLAND SURVEY LTD, DRAWING NUMBER 000001, 000001, 000003, 000004, 000005, RECEIVED ON 03.03.2022
 - FOR CLARITY TOPOGRAPHICAL SURVEY HAS BEEN CLIPPED AT THE EXTENTS OF THE SITE LAYOUT PROPOSALS.

- S278 NOTES:**
- EXTENT OF HIGHWAY BOUNDARY AND PUBLIC RIGHT WAY ARE BASED ON SDC HIGHWAY RECORD PLAN TITLE: LAND AT HUNSTON ROAD, BADWELL ASH DATED 23.05.2022, LETTER REF: SF3119839600 DATED 24.05.2022 PROVIDED BY CLIENT DATED 27.05.2022.
 - EXISTING TREESHEDGEROW TO BE REMOVED IF LOCATED WITHIN PROPOSED ACCESS AND FOOTPATH THIS IS IN LINE WITH HAYDEN'S ARBORICULTURAL CONSULTANTS TREE PROTECTION PLAN, DWG. NO. E338-D-11A REV B DATED 28.03.2019 PROVIDED BY CLIENT DATED 12.05.2022.
 - EXISTING BANK ADJACENT TO CARRIAGEWAY TO BE REMOVED TO ENABLE CONSTRUCTION OF NEW ACCESS AND FOOTWAY. NO DEVIATION FROM THE DETAILS SHOWN ON THIS DRAWING IS PERMITTED WITHOUT PRIOR PERMISSION FROM THE ENGINEER.

- LEGEND**
- DEVELOPMENT BOUNDARY
 - EXTENT OF HIGHWAY BOUNDARY
 - - - S278 WORKS BOUNDARY
 - S278 ADOPTABLE CARRIAGEWAY
 - S278 PROPOSED EASEMENT
 - S278 ADOPTABLE FOOTWAY
 - ADOPTABLE SURFACE WATER MANHOLE AND SEWER NETWORK
 - - - ADOPTABLE SURFACE WATER GULLY
 - PROPOSED S278 STREET LIGHTS
 - PROPOSED S38 STREET LIGHTS

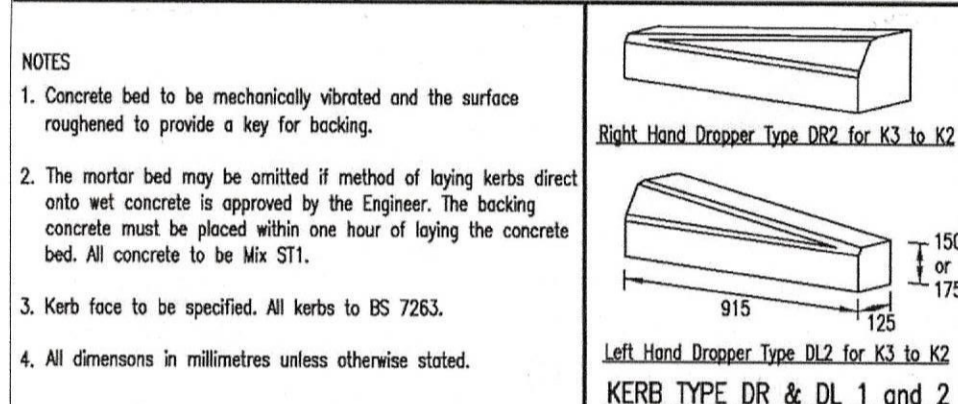
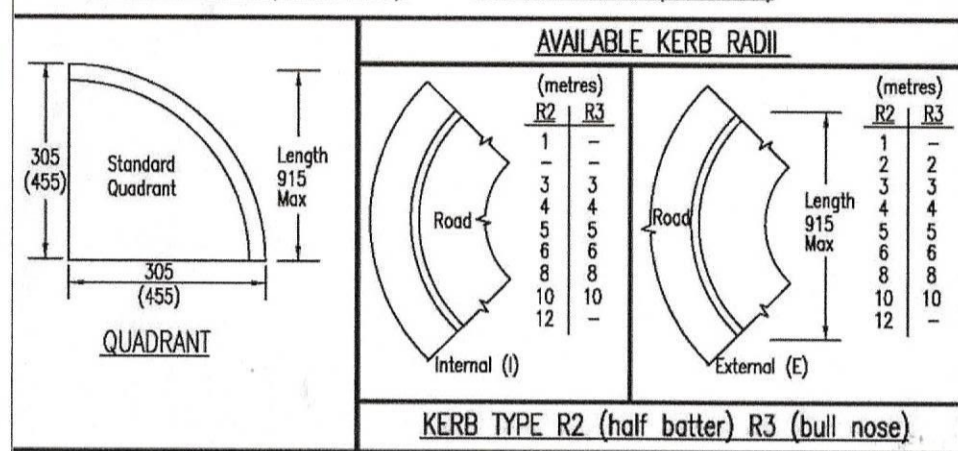
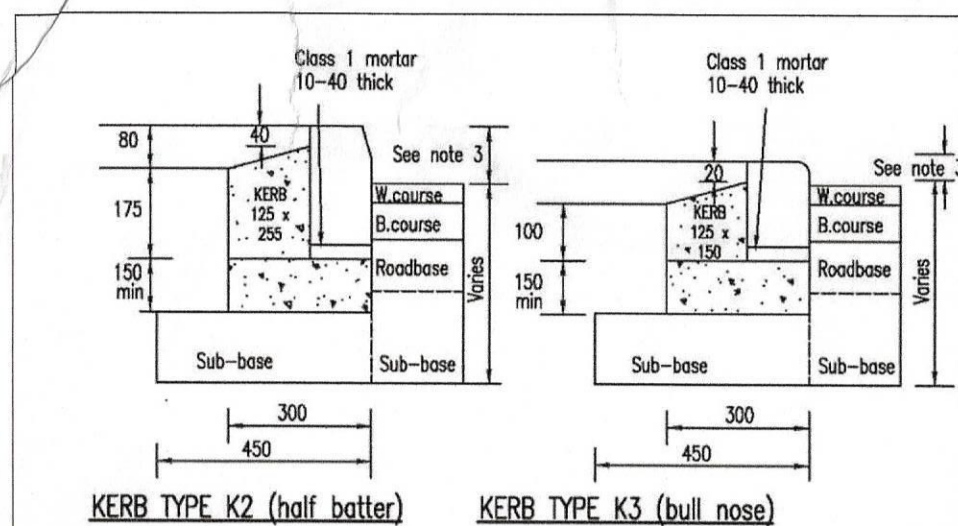
Levee
CONSULTING

BADWELL ASH
HUNSTON ROA

SECTION 278
GENERAL ARRANGEME

SCALE : 1:250 @ A1
 DATE : JANUARY 2025
 DRAWN : ACG
 CHECKED :
 DRG No. : 22024-SDC-C-XX-XX-HV-0767

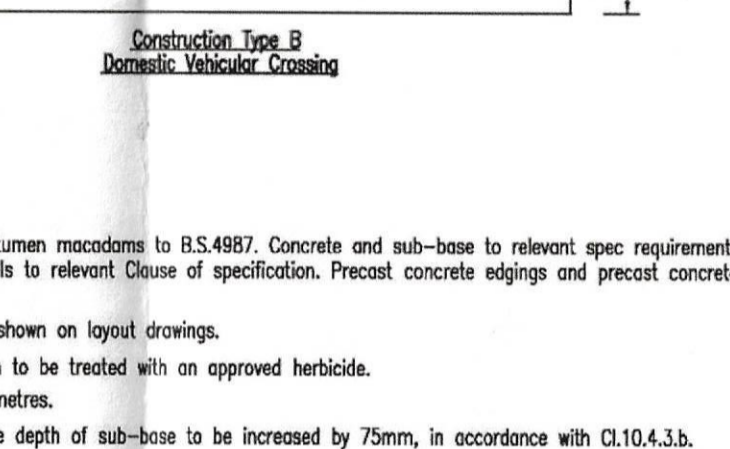
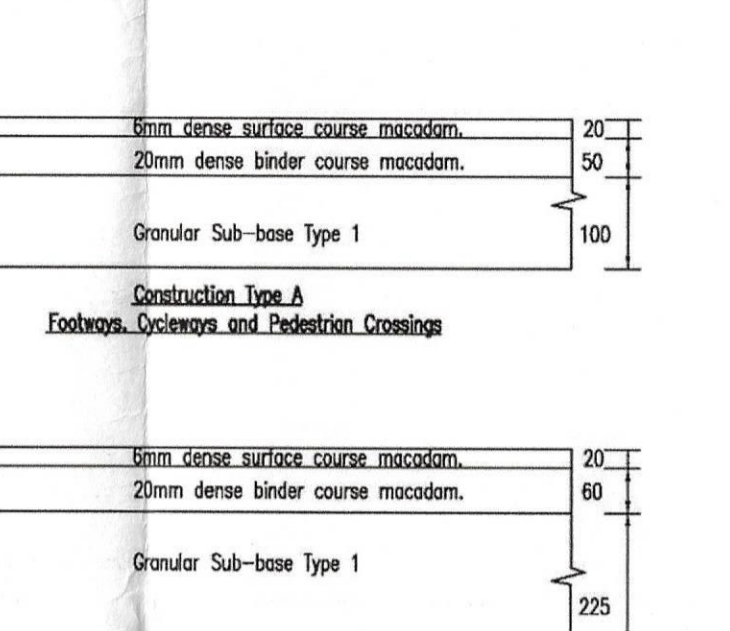
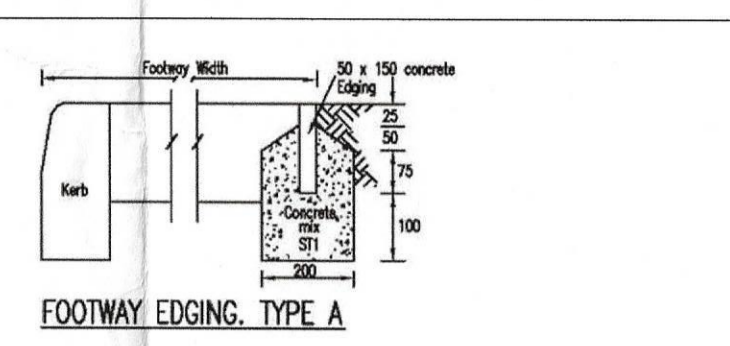
C01



NOTES:
 1. Concrete bed to be mechanically vibrated and the surface roughened to provide a key for backing.
 2. The mortar bed may be omitted if method of laying kerbs direct onto wet concrete is approved by the Engineer. The backing concrete must be placed within one hour of laying the concrete bed. All concrete to be M4 ST1.
 3. Kerb face to be specified. All kerbs to BS 7263.
 4. All dimensions in millimetres unless otherwise stated.

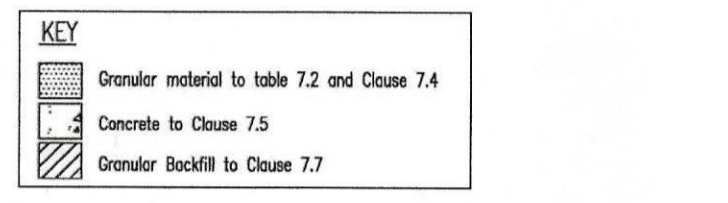
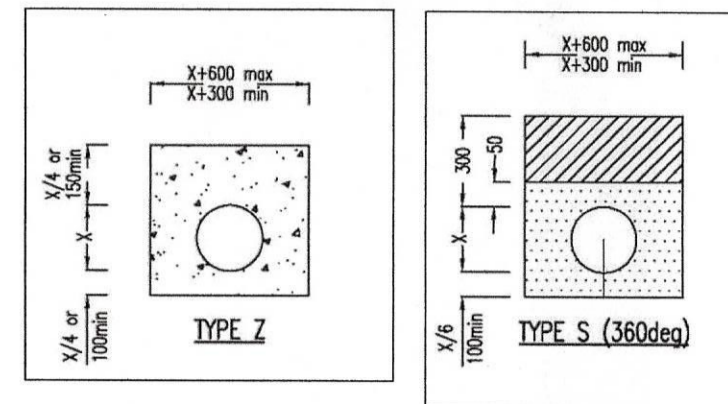
SUFFOLK COUNTY COUNCIL DETAIL
DRG. NO. 10/101B "KERB TYPES"
 NOT TO SCALE

150mm DOWEL BARS INSTALLED AT 300mm CENTRES OF KERB WHEN KERB LAID ON A RADIUS



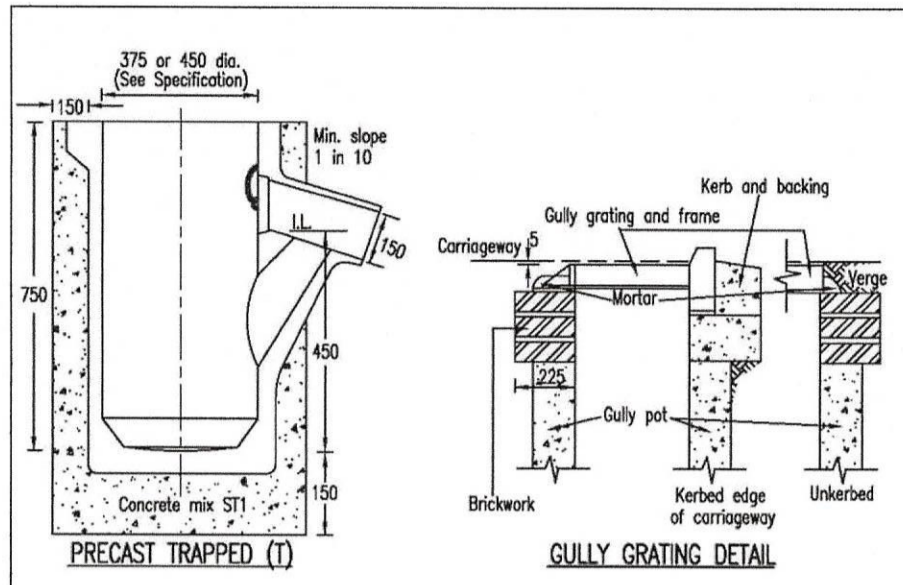
NOTES:
 1. Asphalt to B.S.594, Bitumen macadam to B.S.4887. Concrete and sub-base to relevant spec requirements. Composition of materials to relevant Clause of specification. Precast concrete edgings and precast concrete flags to B.S.7263.
 2. Width of footways as shown on layout drawings.
 3. Full width of formation to be treated with an approved herbicide.
 4. All dimensions in millimetres.
 5. On clay subgrades, the depth of sub-base to be increased by 75mm, in accordance with CL10.4.3a.

SUFFOLK COUNTY COUNCIL DETAIL
DRG. NO. 10/103B "ALTERNATIVE FOOTWAY CONSTRUCTION AND EDGING TYPES"
 NOT TO SCALE

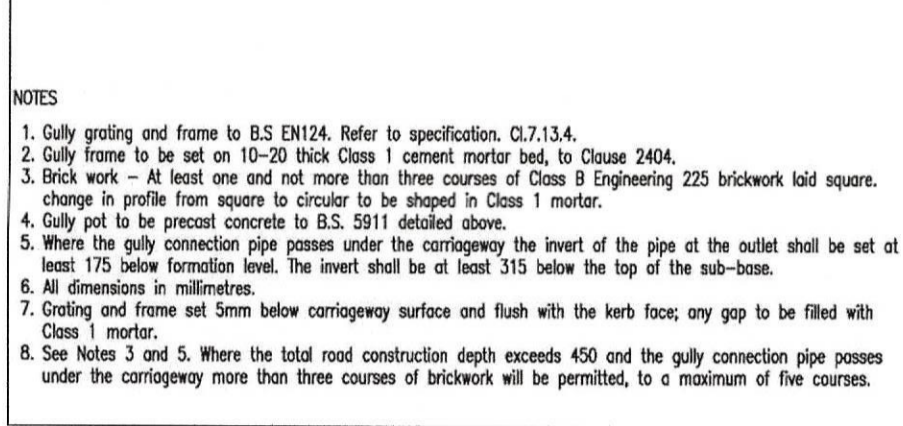


NOTES
 1. All dimensions are in millimetres.
 2. Dimension X is the external diameter of the pipe.
 3. The minimum or maximum width of the trench applies on and below a line 300mm above the outside top of the pipe. Above the 300mm line the trench backfill material shall be as described in Clause 7.7.
 4. For Type Z trench the concrete cover may be formed to a radius either or horizontal surface. Min cover of concrete shall be 150.
 5. For Flexible pipes Bed Type S only is permitted.
 6. For Bed Type Z concrete to be extended full width of trench unless situated.

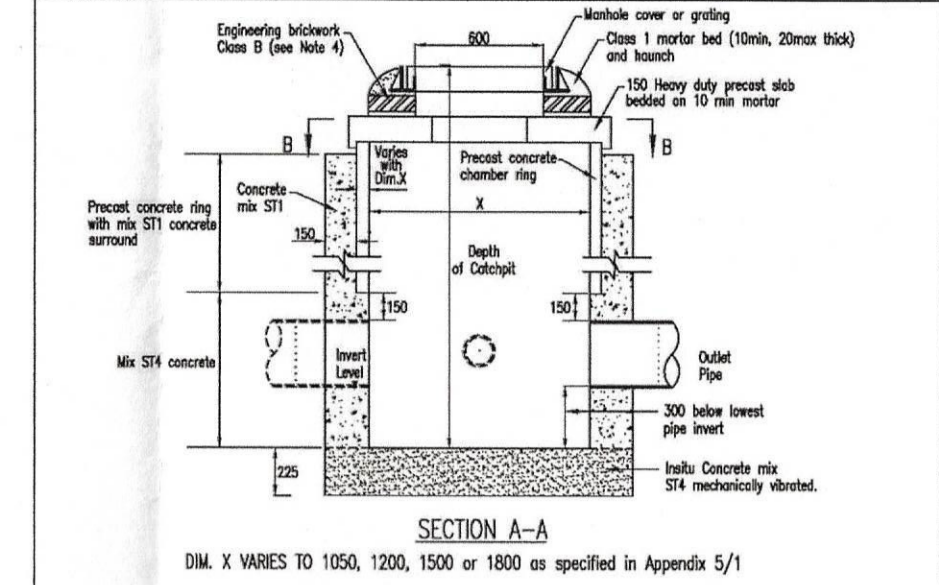
PIPE BEDDING
DRG. NO. 7/101B "SURFACE WATER DRAINS - TRENCH AND BEDDING DETAILS"
 NOT TO SCALE



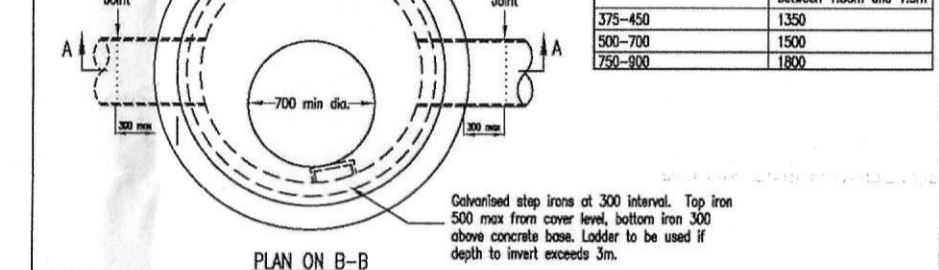
NOTES
 1. Gully grating and frame to BS EN124. Refer to specification, CL7.13.4.
 2. Gully frame to be set on 10-20 thick Class 1 cement mortar bed, to Clause 2404.
 3. Brick work - At least one end not more than three courses of Class B Engineering 225 brickwork laid square. Change in profile from square to circular to be shaped in Class 1 mortar.
 4. Gully pot to be precast concrete to BS 5911 detailed above.
 5. Where the gully connection pipe passes under the carriageway the invert of the pipe at the outlet shall be set at least 175 below formation level. The invert shall be at least 315 below the top of the sub-base.
 6. All dimensions in millimetres.
 7. Grating and frame set 5mm below carriageway surface and flush with the kerb face; any gap to be filled with Class 1 mortar.
 8. See Notes 3 and 5. Where the total road construction depth exceeds 450 and the gully connection pipe passes under the carriageway more than three courses of brickwork will be permitted, to a minimum of five courses.



ROAD GULLY
DRG. NO. 7/105B "GULLIES"
 NOT TO SCALE



NOTES
 1. All dimensions in millimetres.
 2. Manhole cover or grating as detailed in the specification.
 3. Heavy duty precast cover slab placed with opening away from traffic wherever possible.
 4. Where catchpits are constructed in the carriageway the top of the slab will be at formation level and the depth between the slab and frame will be constructed in engineering brickwork. Elsewhere up to 3 courses may be used.
 5. Top and shaft steps may be used provided bottom of layer is a minimum of 1.8m above concrete base.
 6. Number of pipe openings to be as detailed in the specification.
 7. All corner pipes shall have the same silt level unless detailed otherwise in the specification.
 8. A minimum clear opening in cover to be rectangular - 700mm across the diagonal, circular - 700mm diameter, triangular - 700mm diameter - See also drawing number 7/107.

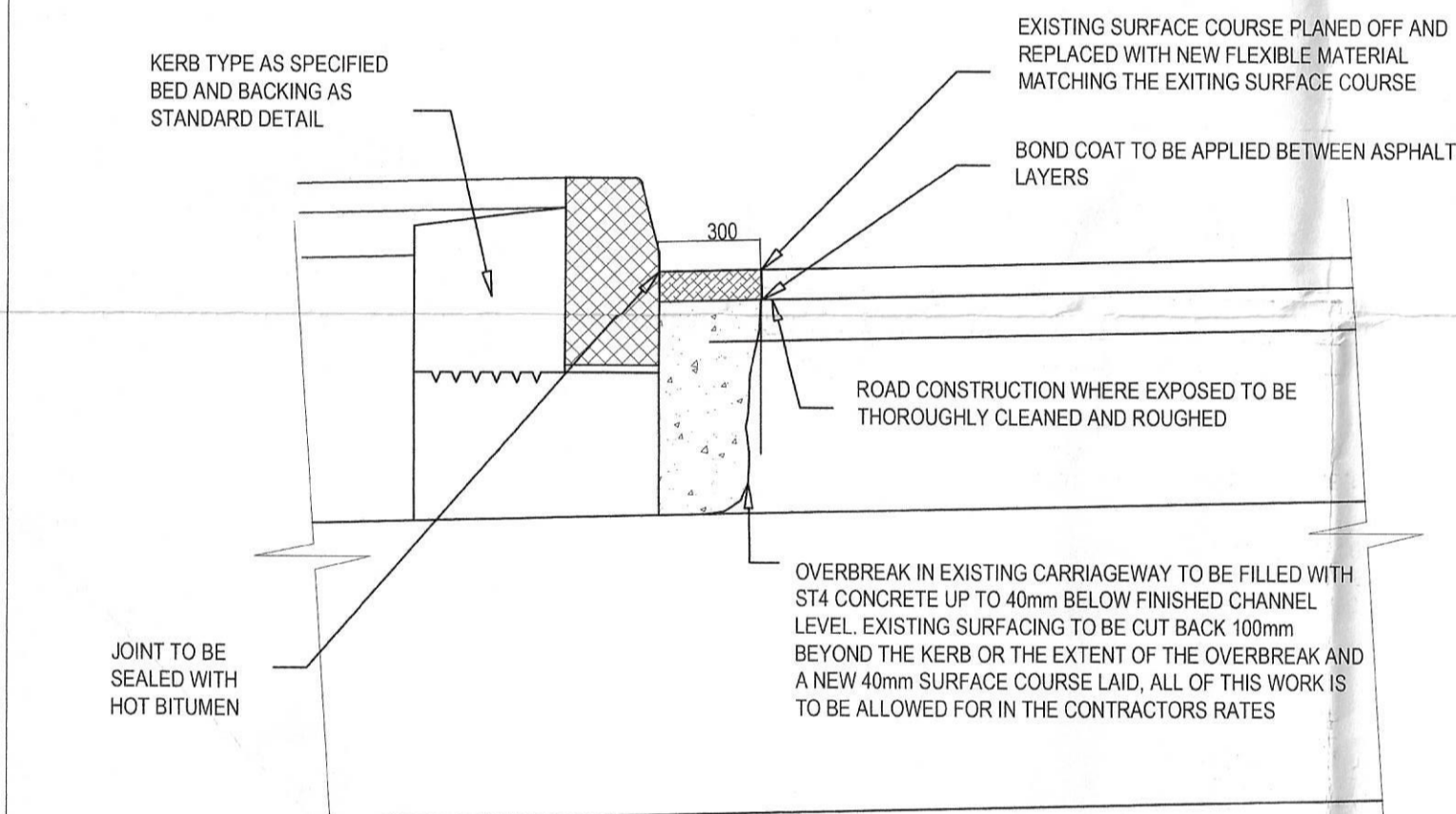


CATCHPIT DETAIL
DRG. NO. 7/101B "CATCHPITS"
 NOT TO SCALE

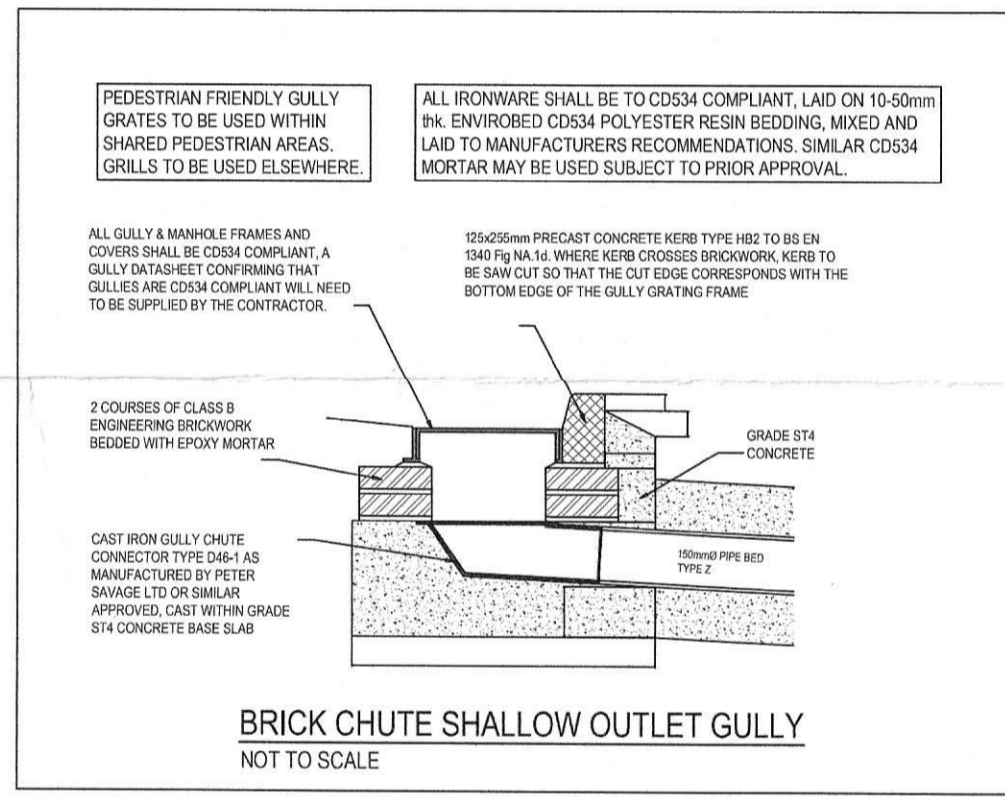
TABLE 9.2
DEPTH OF PAVEMENT COURSES

ROAD CATEGORY	DEPTH OF SUB-BASE FOR CBR VALUES					ROAD BASE DEPTH (mm)		SURFACING DEPTH (mm)	
	less than 2%	2%	3%	4%	5% and greater	Bitumen bound	Lean concrete	Base course	Wearing course
Shared surface road	See Clause 2.1.3	370	280	225	225	80 HRA 100 DBM	---	concrete blocks on 35mm sand	---
Minor access road	"	420	320	250	225	HRA 100 DBM 120	130	HRA 60 HRA 50	HRA 50 HRA 50
Major access road	"	450	340	270	225	HRA 130 DBM 150	140	HRA 60 HRA 50	HRA 50 HRA 50
Local distributor road	"	500	380	300	225	HRA 150 DBM 170	180	HRA 70 HRA 50	HRA 50 HRA 50

Notes:
 1 Where sub-grade is frost susceptible, the sub-base depth shall be increased to provide a minimum construction depth of 450mm.
 2 Where CBR is less than 5%, see Cl. 2.1.4.
 3 Where CBR is less than 2%, special measures will apply
 4 For concrete roadbase, see Cl. 9.5.1



KERB SET INTO EXISTING PAVEMENT
 NOT TO SCALE

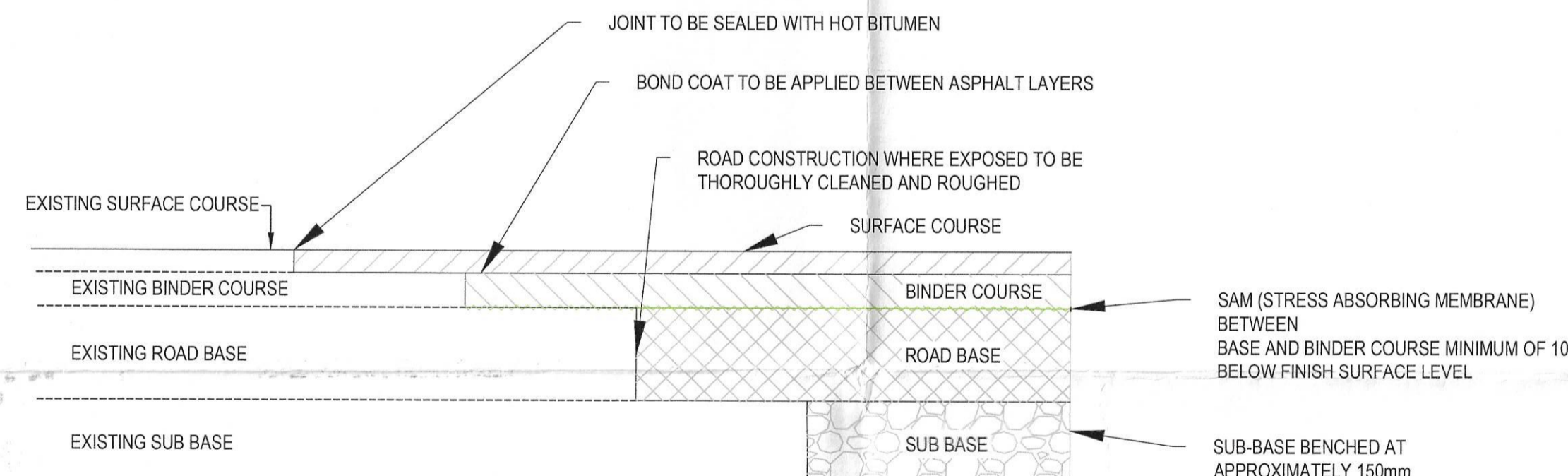


BRICK CHUTE SHALLOW OUTLET GULLY
 NOT TO SCALE

SUFFOLK COUNTY COUNCIL DETAILS
 (TO BE REFERRED TO DURING CONSTRUCTION)*

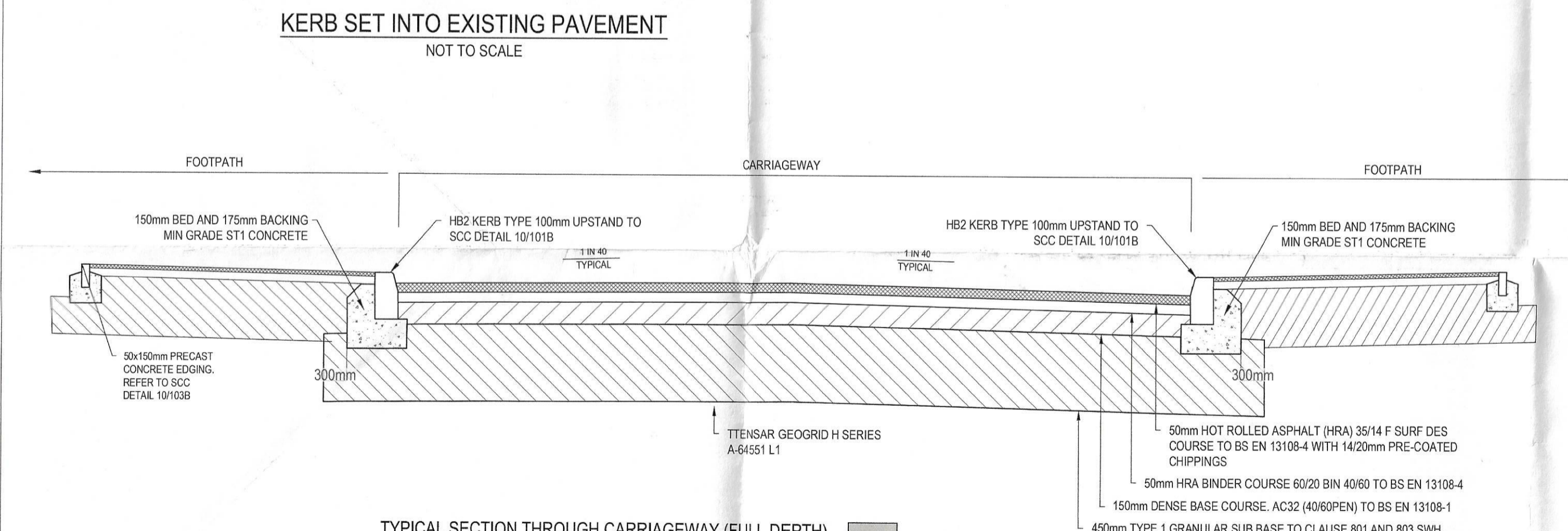
DWG NO.	TITLE
7/101B	SURFACE WATER DRAINS TRENCH & BEDDING DETAILS
7/102B	SUB SOIL AND FILTER DRAINS TRENCH AND BEDDING DETAILS
7/105B	GULLIES
7/103B	CATCHPITS
10/101B	KERB TYPES
10/103B	ALTERNATIVE FOOTWAY CONSTRUCTION AND EDGING TYPES
10/106B	TYPICAL UNCONTROLLED PEDESTRIAN CROSSING DETAIL

*REFER TO LATEST REVISION OF SUFFOLK COUNTY COUNCIL DETAILS



- EXISTING ROAD CONSTRUCTION ABOVE SUB-BASE TO BE CUT OUT IN 300mm STEPS AS SHOWN AND REPLACED WITH NEW FLEXIBLE MATERIAL WITH STAGGERED LAPS BEYOND TIE-IN. (TO BE READ IN CONJUNCTION WITH ECC FOLIO EB114)
- DETAILS APPLY BOTH LONGITUDINAL AND TRANSVERSE SECTIONS
- JOINTS TO BE FORMED IN ACCORDANCE WITH SHW Cl. 902.22. VERTICAL FACES OF EXISTING BITUMINOUS MATERIALS TO BE PAINTED WITH HOT APPLIED BITUMEN 70 PEN. EDGE OF EXISTING CARRIAGEWAY TO BE CUT BACK TO SOUND CONSTRUCTION (MIN 300mm)
- EXISTING CARRIAGEWAY TO BE SCARIFIED TO ALLOW FULL DEPTH BINDER AT TIE-INS. SUB-BASE AND CAPPING LAYERS MUST BE BENCHED INTO THE EXISTING SURFACE AND NOT REGULATED
- KERB BED TO BE DEEPENED TO SUIT CONSTRUCTION LAYERS
- REINFORCEMENT FABRIC IS REQUIRED BENEATH BINDER, STRADDLING BASE COURSE.
- IF WIDENING LESS THAN 1m, ST4 CONCRETE TO BE USED INSTEAD OF BASE COURSE. GEOTEXTILE WILL BE REQUIRED TO BE INSTALLED TO THE UNDERSIDE OF BINDER COURSE.
- BOND COAT APPLIED BETWEEN ALL BITUMINOUS MATERIAL LAYERS.

TIE IN DETAIL
 NOT TO SCALE



TYPICAL SECTION THROUGH CARRIAGEWAY (FULL DEPTH)
 DESIGN BASED UPON 2% CBR VALUE
 NOT TO SCALE

MECHANICALLY STABILISED LAYER REQUIRED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. DESIGN TO BE CARRIED OUT BY TENSAR AND REVIEWED BY THE GEOTECHNICAL ENGINEER. PROJECT SPECIFIC METHOD OF STATEMENT FOR GEOGRID INSTALLATION TO BE PRODUCED BY TENSAR.

CBR CONFIRMED AT 2% FOLLOWING TESTING BY NORFOLK PARTNERSHIP LABORATORY ON 25TH JAN 2024.

NOTES:
 1. DO NOT SCALE FROM THIS DRAWING. ONLY USE FIGURED DIMENSIONS. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ENGINEER.
 2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL ENGINEERS DRAWINGS AND DETAILS. THE SPECIFICATION FOR THE WORKS, THE RELEVANT ARCHITECTS DRAWINGS AND ANY OTHER SPECIALISTS DRAWINGS.
 3. ORDNANCE SURVEY SHOWN FOR CONTEXT ONLY. ORDNANCE SURVEY (S) DRAWING COPYRIGHT 2015. ALL RIGHTS RESERVED. LICENCE NUMBER 100022432
 4. THIS PLAN IS PREPARED IN CONSIDERATION OF SITE LAYOUT AND RED LINE BOUNDARY TAKEN FROM GRAPHIC PLAN EXTERNAL WORKS LAYOUT DRG NO. 22-3207-01, REV.P3, DATED 21.02.24, RECEIVED 28.05.2024.
 5. TOPOGRAPHICAL SURVEY PROVIDED BY MIDLAND SURVEY LTD. DRAWING NUMBER 000001, 000001, 000003, 000004, 000005. RECEIVED ON 03.03.2022.
 6. FOR CLARITY TOPOGRAPHICAL SURVEY HAS BEEN CLIPPED AT THE EXTENTS OF THE SITE LAYOUT PROPOSALS.
ROAD CONSTRUCTION DETAIL NOTES:
 1. WHERE NOTED DETAILS ARE TAKEN FROM SUFFOLK COUNTY COUNCIL STANDARD DETAILS. ALL DETAILS ARE NOT TO SCALE AND DIMENSIONS STATED ARE IN MILLIMETRES UNLESS NOTED OTHERWISE. SEE SUFFOLK COUNTY COUNCIL DOCUMENTATION WHERE DETAILS REFER THE READER TO VARIOUS CLAUSES. ENSURE THE USE OF THE MOST RECENT DETAILS AND DOCUMENTATION
 2. CARRIAGEWAY GEOTEXTILE SEPARATORS ARE REQUIRED AT FORMATION LEVEL FOR CBR VALUES LESS THAN 5%. WEED SUPPRESSANT MEMBRANES ARE REQUIRED AT FORMATION LEVEL AND REMOVE ALL SOFT SPOTS AND REPLACE WITH 6FT CAPPING MATERIAL PRIOR TO LAYING NEW SURFACES.
 3. CONTRACTOR SHALL THOROUGHLY PROFILE ROLL AT SUB-FORMATION LEVEL AND REMOVE ALL SOFT SPOTS AND REPLACE WITH 6FT CAPPING MATERIAL PRIOR TO LAYING NEW SURFACES.
 4. FILL MATERIAL IS TO BE WHOLLY IN ACCORDANCE WITH THE SUFFOLK COUNTY COUNCIL AS HIGHWAY AUTHORITY ESTATE ROAD SPECIFICATION.
 5. NO MATERIAL USED WITHIN 450mm OF ROAD SURFACE SHALL BE FROST SUSCEPTIBLE.
 6. ALL FORMATIONS SHALL BE SMOOTH AND FREE FROM SURFACE CRACKS. LOOSE MATERIALS, RUTS OR OTHER DEFECTS
 7. FOR LAYING PATTERNS, COLOUR & TYPE OF SURFACING, REFER TO LANDSCAPE ARCHITECTS DRAWINGS.

ALL HIGHWAY WORKS TO BE IN ACCORDANCE WITH THE REQUIREMENT OF SUFFOLK COUNTY COUNCIL AS HIGHWAY AUTHORITY REFER TO THE ESTATE ROAD SPECIFICATION 2007.

NOTE:
 UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

Levee CONSULTING

BADWELL ASH HUNSTON ROAD

SECTION 278 CONSTRUCTION DETAIL

SCALE: NTS
 DATE: DECEMBER 2024
 DRAWN: ACG
 CHECKED:
 DRG.No.: MH_03_022