

DATED

28<sup>th</sup> May

2025

SUFFOLK COUNTY COUNCIL

(1)

- and -

EG ON THE MOVE LIMITED

(2)

### AGREEMENT

made pursuant to Sections 278 of the Highways Act 1980  
and any other enabling power relating to  
the development of land north-east of Needham Road, Suffolk

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

Ref: RP/83216

**SECTION 278 AGREEMENT  
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THIS AGREEMENT is made the 28<sup>th</sup> day of *May* 2025  
BETWEEN the following parties :-

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("**the County Council**")
- (2) **EG ON THE MOVE LIMITED** (company number 14960308) of Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, England, BB1 2FA ("**the Developer**")

### RECITALS AND DEFINITIONS

(A) In this agreement ("**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
"Committed Sums"	Means the sum of £1,820 (one thousand, eight hundred and twenty pounds) which is calculated, as set out in paragraph 18.1 of 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
“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 Figure”	Means the sum of £68,627.90 (sixty-eight thousand, six hundred and twenty-seven pounds and ninety 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 Cash Deposit”	Means the cash deposit in the sum of the Performance Figure for all of the Highway Works such cash deposit to be held by the County Council 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 apply the Performance Cash Deposit to the necessary works in satisfaction thereof (subject to the provisions hereinafter contained) to carry out the Highway Works and maintain the same as aforesaid.

"Permission"	Means the planning permission granted by Mid Suffolk District Council dated 21 February 2023 granted with reference number DC/23/00837 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 north-east of Needham Road, Stowmarket, Suffolk shown edged red for identification only on the attached plan no 2307-030-101 A
"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
"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 £62,389.00 (sixty-two thousand, three hundred and eighty-nine pounds) (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) PPG Industries (UK) Limited (company registration number: 2110620) of PO Box 162, Needham Road, Stowmarket, Suffolk IP14 2ZR is the registered proprietor with title absolute of the Site in so far as it is registered at the Land Registry under Title Number SK195873
- (F) 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 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

- 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
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context requires the Executive Director of Growth, Highways and Infrastructure, Endeavour House 8 Russell Road Ipswich IP1 2BX)

The Developer

marked for the attention of Nakib Sadhan of Waterside Head Office, Haslingden Road, Guide, Blackburn, Lancashire, England, BB1 2FA

- 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 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

5.2 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

5.3 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

5.4 The Developer covenants with the County Council as highway authority to give written notice not less than three calendar months, or such lesser notice as the County Council may accept in writing, 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

5.5 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

5.6 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



## 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 (unless otherwise agreed in writing with the Director) 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 (unless otherwise agreed in writing with the Director) 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 (if applicable) 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 (Unless otherwise agreed in writing with the Director) 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 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 he 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 of the Highway Works and if the Developer shall wish to continue to store such rejected materials and plant on the site of the Highway Works they shall be stored separately from those materials and plant which have not been so rejected or which the Developer shall wish in future to use in execution of the Highway Works

## 5 OPENING OF THE HIGHWAY WORKS

- 5.1 During the construction of each and all of the Highway Works and prior to the issue of the Certificate of 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 of the Highway Works
- 7.3 The Developer shall nominate a member of the site management team as the contact point for the Director in the event of an emergency and shall advise a daytime and twenty-four (24) hour contact number to the Director for the same purpose
- 7.4 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and in particular:
  - 7.4.1 the Developer shall afford all reasonable facilities to enable the Director to carry out such site investigations as he 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 of the Highway Works to limit in so far as is practicable the amount of mud dust and other materials carried on to adjacent public highways by vehicles and plant leaving the site of the Highway Works
- 8.2 The Developer shall keep or procure the keeping of all roads footpaths rights of way and other means of passage leading to or from or crossing the site of the Highway Works free from mud slurry or other hazardous substances that are deposited through the construction of the Highway Works and any such substance so deposited on any such road footpath right of way or other means of passage shall be promptly removed by or at the direction of the Developer
- 8.3 The Director may close any associated crossings entrances and exits if such substances deposited are not promptly removed by the Developer and any losses or expenses incurred as a result shall be borne by the Developer and on removal of such substances the Director shall reopen such crossings entrances and exits and the Developer shall bear the costs incurred

## 9 TRAFFIC CONTROL

- 9.1 During the periods when the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the site of the Highway Works
- 9.2 The Highway Works shall be signed and protected to at least the standards of Chapter 8 of the Traffic Signs Manual published by 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 (If applicable) 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 unless such liability, cost, action, demand or expense arises as a consequence of any negligent act or default or omission of the County Council its agents workmen or employees and provided the cause of such liability, cost, action, demand or expense arises prior to the issuing by the County Council of the Certificate of Final Completion in accordance with paragraph 15.3 of this Schedule

#### 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

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. *Not Used*

14.4. After the issue of the Certificate of Substantial Completion the County Council shall approve a reduction of 90% of the Performance Figure and return that amount plus interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end to the Developer on receipt of a written request in respect of the relevant Highway Works and the County Council shall release the Developer from its obligations under that Performance Cash Deposit in respect of the relevant Highway Works to such extent 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

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 from all subsisting obligations under the Performance Cash Deposit and shall release to the Developer the remainder of that deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. 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

15.4 *Not Used*

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 unless such liability, cost, action, demand or expense arises directly as a consequence of any negligent act or default or omission of the County Council its agents workmen or employees and provided the cause of such liability, cost, action, demand or expense arises prior to the issuing by the County Council of the Certificate of Final Completion in accordance with paragraph 15.3 of this Schedule

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:

16.3.1 given the Developer (and the Developer's own independent consultants) the opportunity to provide the County Council with representations as to the validity of such claim ; and

16.3.2 have had proper regard to any representations made by the Developer or their consultants in accordance with clause 16.3.1

16.4 On receipt of a written request from the Developer to the County Council to submit to the Developer a written breakdown of any fees costs disbursements compensation or interest that it seeks to recover from the Developer in accordance with clause 16.1

16.5 The indemnification referred to in paragraph 16.1 includes:

16.5.1 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);

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

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

## 17 PERFORMANCE CASH DEPOSIT

17.1 Without expense to the County Council the Developer shall on the date of this Agreement pay the Performance Cash Deposit to the County Council for each and all of the Highway Works and the Developer 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 Cash Deposit 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 Cash Deposit to provide the full Performance Figure (or such sum that remains following reduction of the Performance Cash Deposit 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 Cash Deposit 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 Developer 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	£400
Drainage	£1420

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

20 PARTS I AND II OF THE LAND COMPENSATION ACT 1973

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 unless such liability, cost, action, demand or expense arises as a consequence of any negligent act or default or omission of the County Council its agents workmen or employees and provided the cause of such liability, cost, action, demand or expense arises prior to the issuing by the County Council of the Certificate of Final Completion in accordance with paragraph 15.3 of this Schedule

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 – Not Used

SCHEDULE II.B – Not Used

### SCHEDULE III

The Highway Works comprising the following works:

<u>Location</u>	<u>Description of Works</u>
<u>Needham Road, Stowmarket</u>	<u>Construction of site entrance including new footway and pedestrian crossing point.</u>

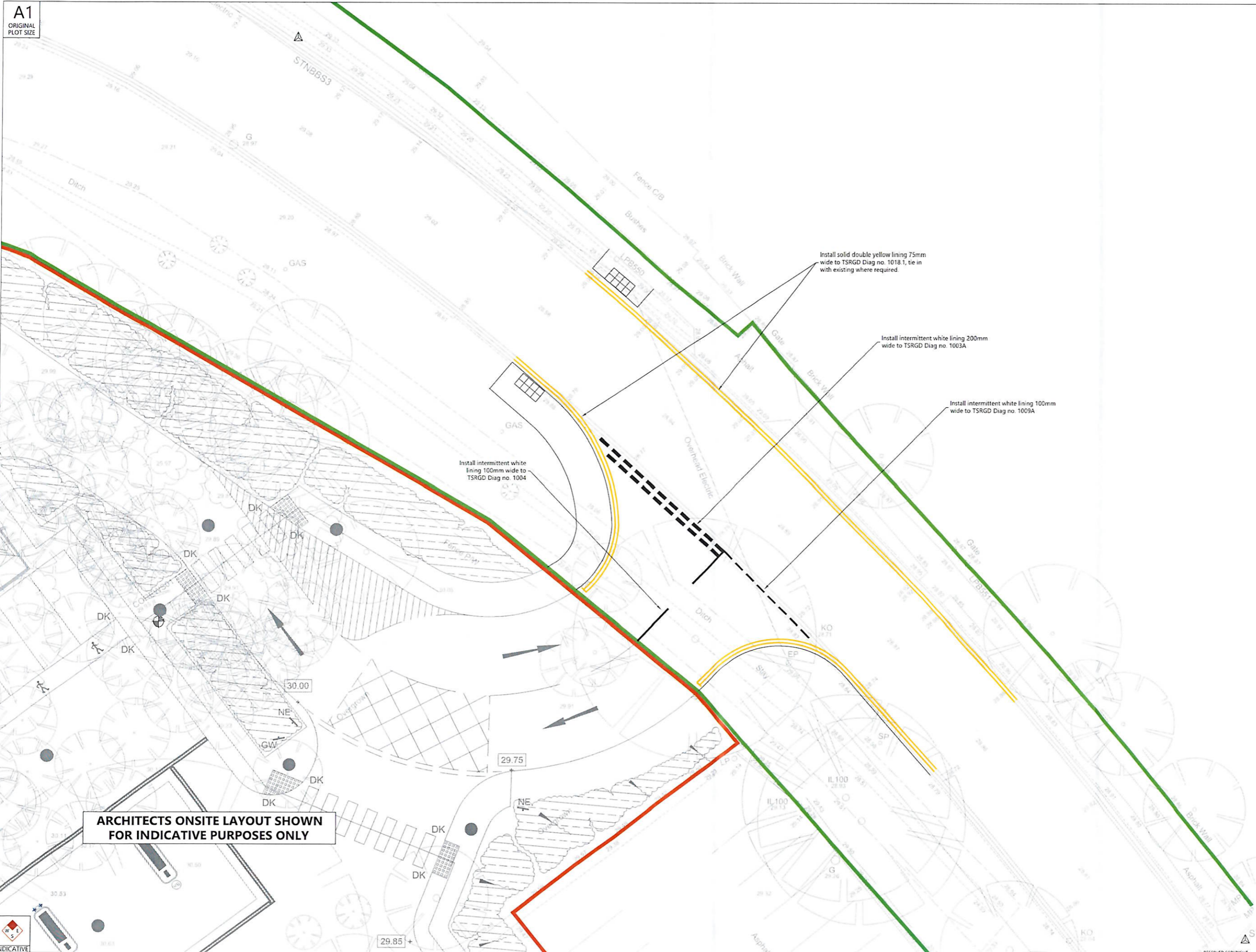
Timescales: The Highway Works are to be commenced within 12 (twelve) months of the date of this Agreement and completed within 3 (three) months of commencement of the Highway Works

SCHEDULE IV

**Approved List of drawings**

	<b>Title</b>	<b>Drawing number</b>
1.	Proposed Access S278 Works Existing Layout & Location Plan	2307-030-001
2.	Proposed Access S278 Works General Arrangement Plan	2307-030-101 A
3.	Proposed Access S278 Works Site Clearance	2307-030-201 A
4.	Proposed Access S278 Works Setting Out Details	2307-030-301
5.	Proposed Access S278 Works Long and Cross Sections	2307-030-302
6.	Drainage Layout	2307-030.501
7.	Impermeable Areas Plan	2307-030.502
8.	Proposed Access S278 Works Construction Layout	2307-030-701 A
9.	Construction Details	2307-030.801
10.	Proposed Access S278 Works Lining and Signing	2307-030-1201

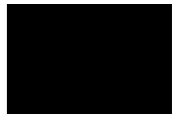
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- NOTES:**
1. All details are to be checked on site by the Contractor prior to the commencement of the works.
  2. All dimensions in metres unless otherwise stated. Measurements to all lines are to be centre line DO NOT SCALE from this drawing.
  3. All levels in metres above ordnance datum unless otherwise stated.
  4. Works to be carried out in accordance with the current version of Suffolk County Council's Estate Road Specification. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.
  5. Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
  6. All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
  7. Edge of all street furniture to be a minimum of 450mm from kerb edge.



Rev	Date	Drawn	Checked	Approved

Bristol  
 Cambridge  
 London  
 Oxford  
 Weymouth Garden City



Transport Planning Associates  
 The Stables  
 7 Chesterton Mill  
 Fenners Road  
 Cambridge  
 CB8 3UP  
 01223 455 385  
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CLIENT  
FPC INCOME AND GROWTH PLC.

PROJECT  
Land at Needham Road  
Stowmarket  
Suffolk

TITLE  
Proposed Access S278 Works  
Lining and Signing

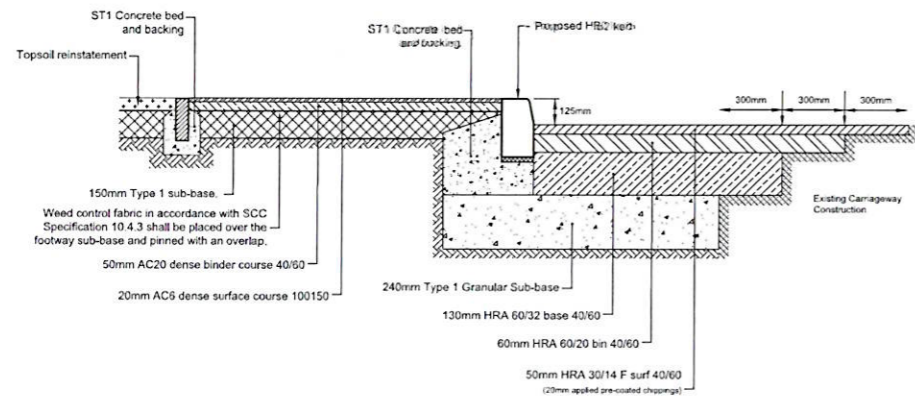
STATUS  
**FOR APPROVAL**

SCALE	DATE	DRAWN	CHECKED	APPROVED
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JOB NO:	DRAWING NO:	REVISION:		
2307-030	1201	-		

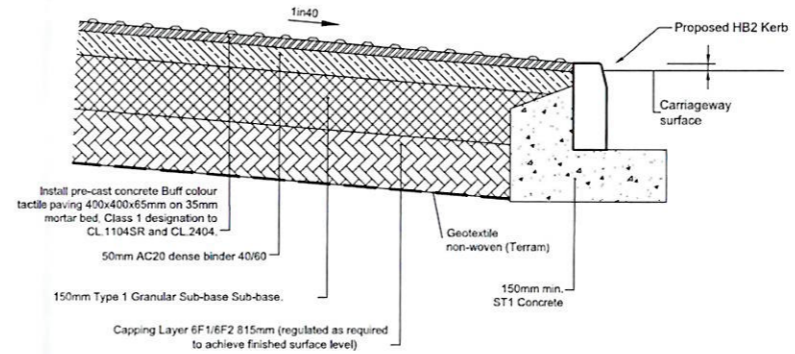


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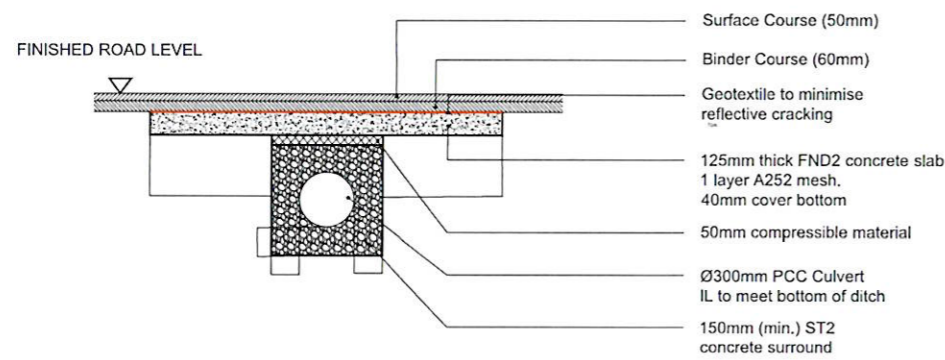
Typical Section Through Footway and Stepped Carriageway Tie in Detail



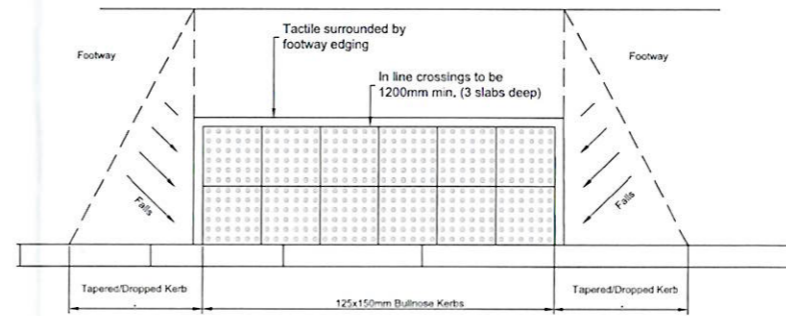
Typical Section Through Pedestrian Crossing Point



Typical Section Through Culvert Beneath Access With Shallow Cover to Surface

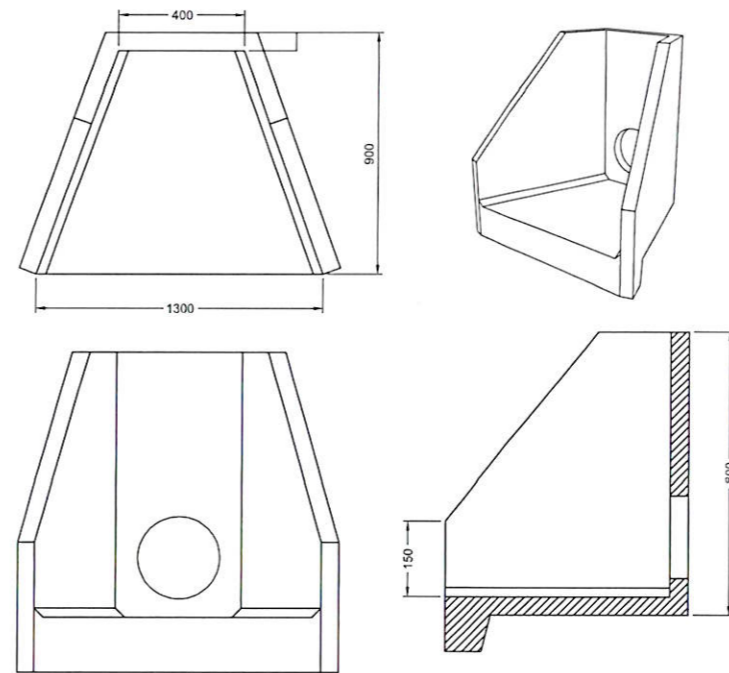


Typical Tactile Paving Arrangement - Uncontrolled Crossing

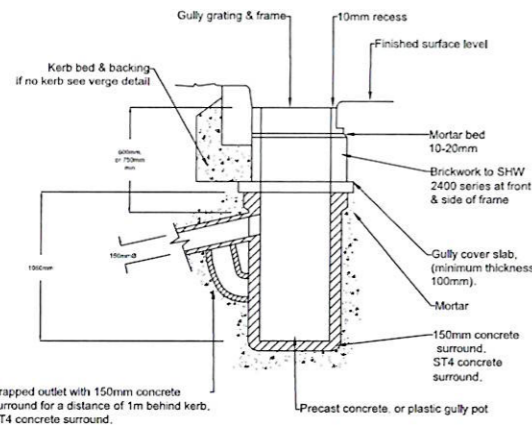


PCC Headwall Detail - Althon H3C (or similar)

Headwall grill to be added where required.  
Installed to manufacturers requirements



Typical Gully Detail



NOTES.

- Gully grating and frame to BS EN124.
- Gully frame to be set on 10-20 thick Class 1 cement mortar bed to Clause 24.04.
- Brick work - At least one or 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.
- Gully pot to be precast concrete to BS 5911.
- Where the gully connection pipe passes under the carriageway the invert level 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.
- Grating and frame set 5mm below carriageway surface and flush with the kerb face, any gap to be filled with Class 1 mortar.
- See Notes 3 and 5. Where the total road construction depth exceeds 450 and the gully pipe passes under the carriageway more than three courses of brickwork will be permitted, to a maximum of five courses.

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NOTES:

- All details are to be checked on site by the Contractor prior to the commencement of the works.
- All dimensions in metres unless otherwise stated. Measurements to all lines are to be centre line. DO NOT SCALE from this drawing.
- All levels in metres above Ordnance datum unless otherwise stated.
- Works to be carried out in accordance with the current version of Suffolk County Council State Road Specification. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.
- Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
- All bearing diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
- Edge of all street furniture to be a minimum of 650mm from kerb edge.

Rev	Date	Drawn	Checked	Approved

Dr. Stiles  
London  
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Transport Planning Associates

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www.tpa.co.uk

CLIENT:  
**FPC INCOME AND GROWTH PLC.**

PROJECT:  
**Land at Needham Road  
Stowmarket  
Suffolk**

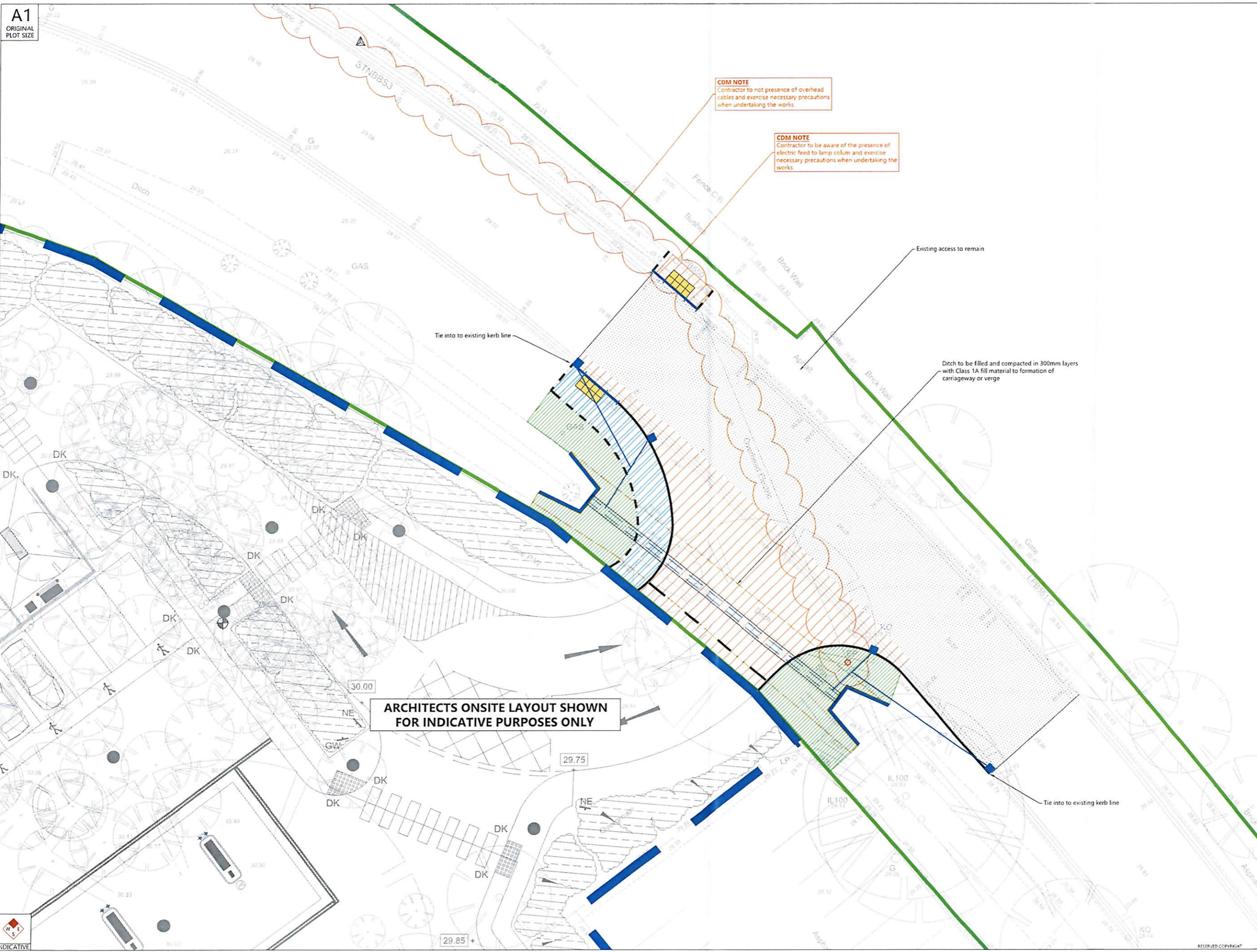
TITLE:  
**Proposed Access S278 Works  
Construction Details**

STATUS:  
**FOR APPROVAL**

SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	17.07.24	RC	RC	RC
JOB NO.	DRAWING NO.	REVISION:		
2307-030	801	-		



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**NOTES:**

- All details are to be checked on site by the Contractor prior to the commencement of the works.
- All dimensions in metres unless otherwise stated. Measurements to all lines are to be centre line UNLESS NOTED OTHERWISE.
- All levels in metres above Ordnance datum unless otherwise stated.
- Works to be carried out in accordance with the current edition of Suffolk County Council's Road Specification. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.
- Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
- All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
- Edge of all street furniture to be a minimum of 650mm from kerb edge.

**KEY:**

- Pre-cast Concrete Half Battered Kerb 125x255mm, with 125mm upstand. Refer to Suffolk County Council Standard Detail Drg No. 10/1018
- Pre-cast Concrete Flat Top Edging 50x150mm. Refer to Suffolk County Council Standard Detail Drg No. 10/1018
- Pre-cast Concrete Channel Kerb to designate limit of highway boundary
- Install new gully and provide 4150mm connection to existing ditch. Refer to Suffolk CC standard detail 7/105.
- Install new 4150mm clay gully connection
- Install new 100mm concrete culvert pipe with 150mm concrete surround and reinforced cover slab. Refer to inset detail.
- Full Depth Carriageway Construction** - 50mm HRA 30/14 F Surf 40/60 (20mm wet) pre-wet (orange) 60mm HRA 60/20 in 40/60 130mm HRA 60/32 base 40/60 240mm Type 1 Granular Sub-base
- Full Footway Construction** - 20mm AC6 dense surface course 100/10 50mm AC20 dense binder course 40/60 Weed control fabric in accordance with SCC Specification 10.4.3 shall be placed over the footway sub-base and pinned with an overlap 150mm Type 1 sub-base
- Carriageway Resurfacing** - 40mm HRA 30/14 F Surf 40/60 (20mm wet) pre-wet (orange) 60mm HRA 60/20 in 40/60 130mm HRA 60/32 base 40/60 in accordance with Clause 9/7
- Grass Verge** - Top 150mm to be Class 5a topsoil and grass seed installed over ditch fill material or existing verge
- Provide and lay 400x400x65mm PCC tactile paving (Bluff or similar approved). Laid on 35mm 1:6 cement lime. Sharp sand bed and 125mm ST4 concrete sub-base. Refer to Suffolk CC standard detail 10/1068.
- 1H / 1H Transition and Dropped kerb. Refer to Suffolk County Council Standard Detail Drg No. 10/1018
- Install pre-cast concrete headstall - Athlon H4C or similar, to manufacturers recommendations

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1:1000	1:1000	1:1000	1:1000	1:1000

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PROJECT  
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Stowmarket  
Suffolk

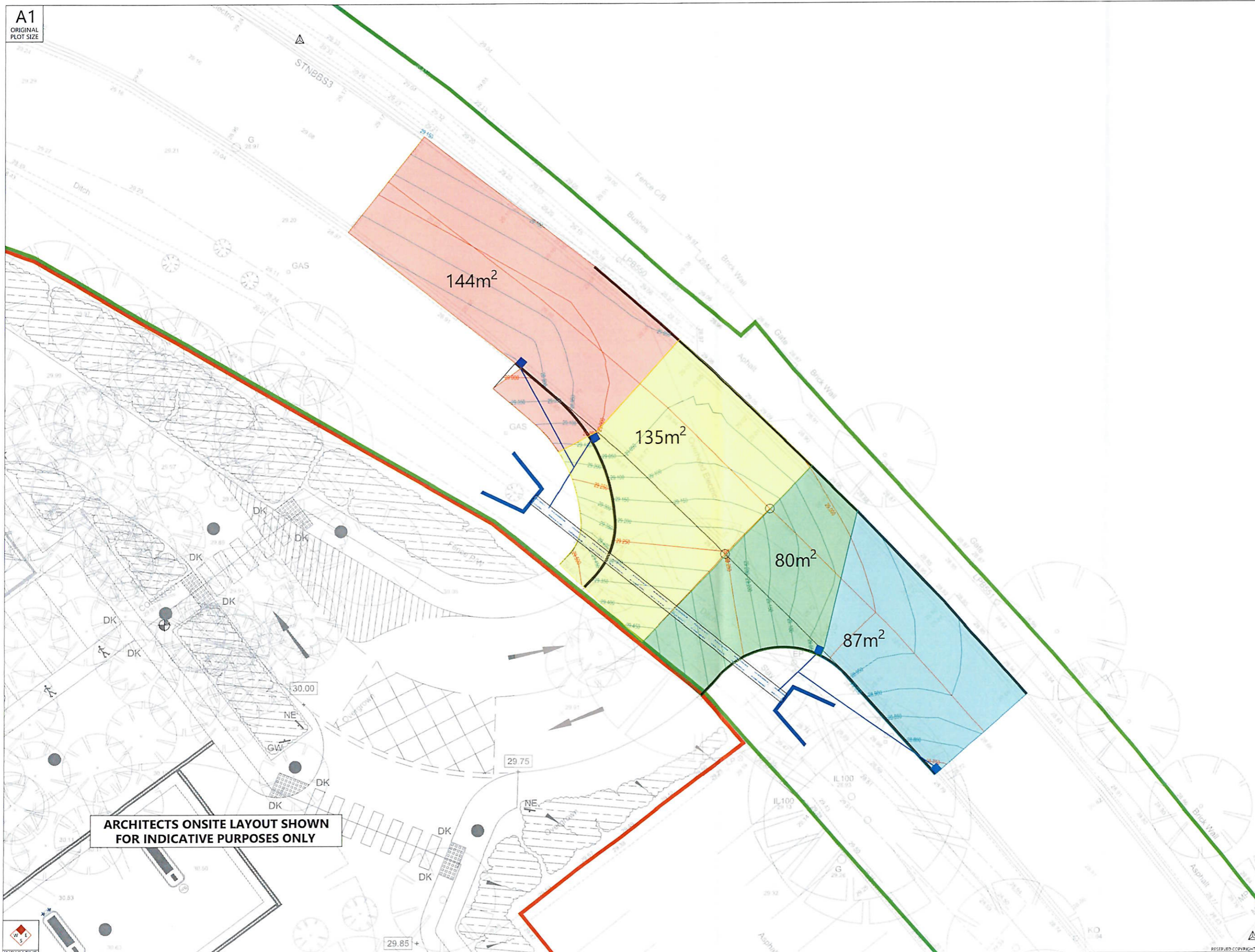
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Proposed Access S278 Works  
Construction Layout

STATUS  
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SCALE	DATE	DRAWN	CHECKED	APPROVED
1:100	16.10.23	RC	RC	RC
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2307-030	701	A		

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- NOTES:**
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  - All dimensions in metres unless otherwise stated. Measurements to all lines are to be centre line. DO NOT SCALE from this drawing.
  - All levels in metres above Ordnance datum unless otherwise stated.
  - Works to be carried out in accordance with the current version of Suffolk County Council Estate Road Specification. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.
  - Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
  - All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
  - Edge of all street furniture to be a minimum of 450mm from kerb edge.

- KEY:**
- S278 Works Boundary (including visibility splays)
  - Proposed Site Boundary
  - Public Highway - Suffolk County Council
  - New pre-cast concrete headwall unit
  - New pre-cast concrete Ø300mm culvert pipe
  - New gully and 150mm Ø connection

No.	Date	Drawn	Checked	Approved

Bristol  
 Cambridge  
 London  
 Oxford  
 Weymouth  
 Worcester City



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 The Station  
 7 Chesterton M8  
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 CB4 3NP  
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 www.tpa.co.uk

CLIENT  
**FPC INCOME AND GROWTH PLC.**

PROJECT  
**Land at Needham Road  
Stowmarket  
Suffolk**

TITLE  
**Proposed Access S278 Works  
Impermeable Areas Plan**

STATUS  
**FOR APPROVAL**

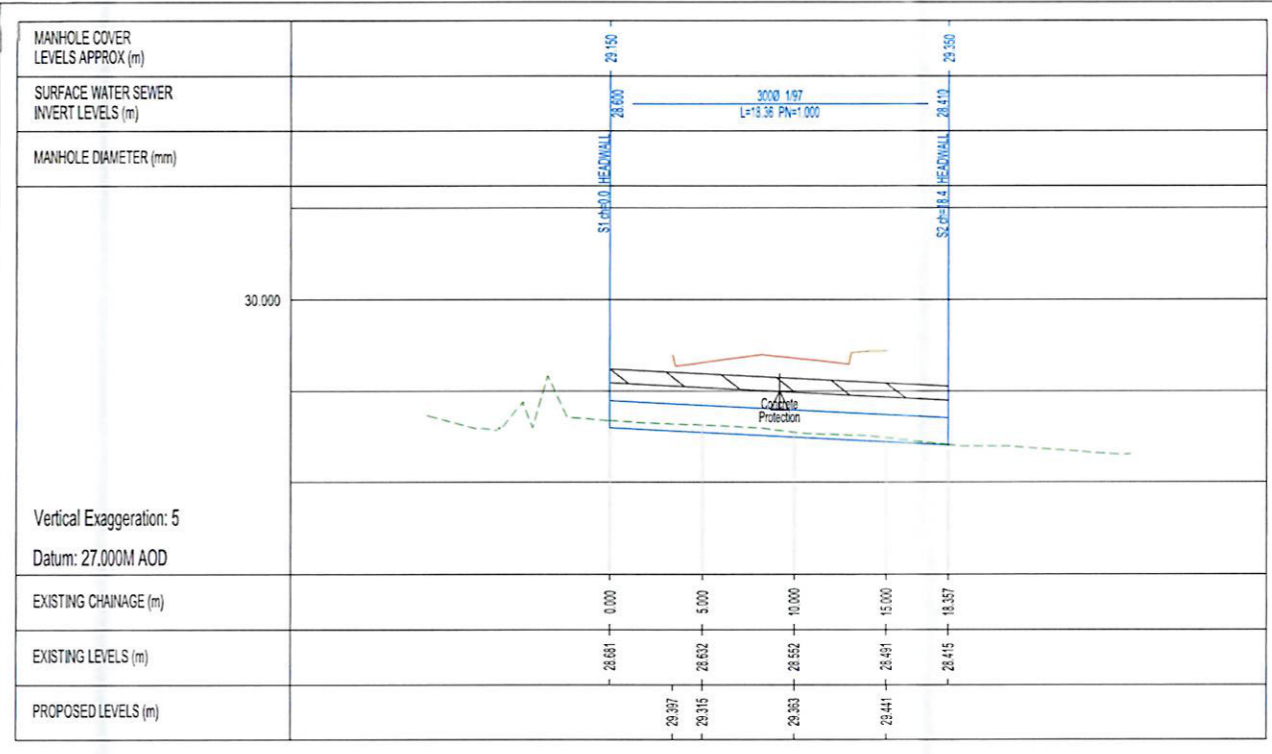
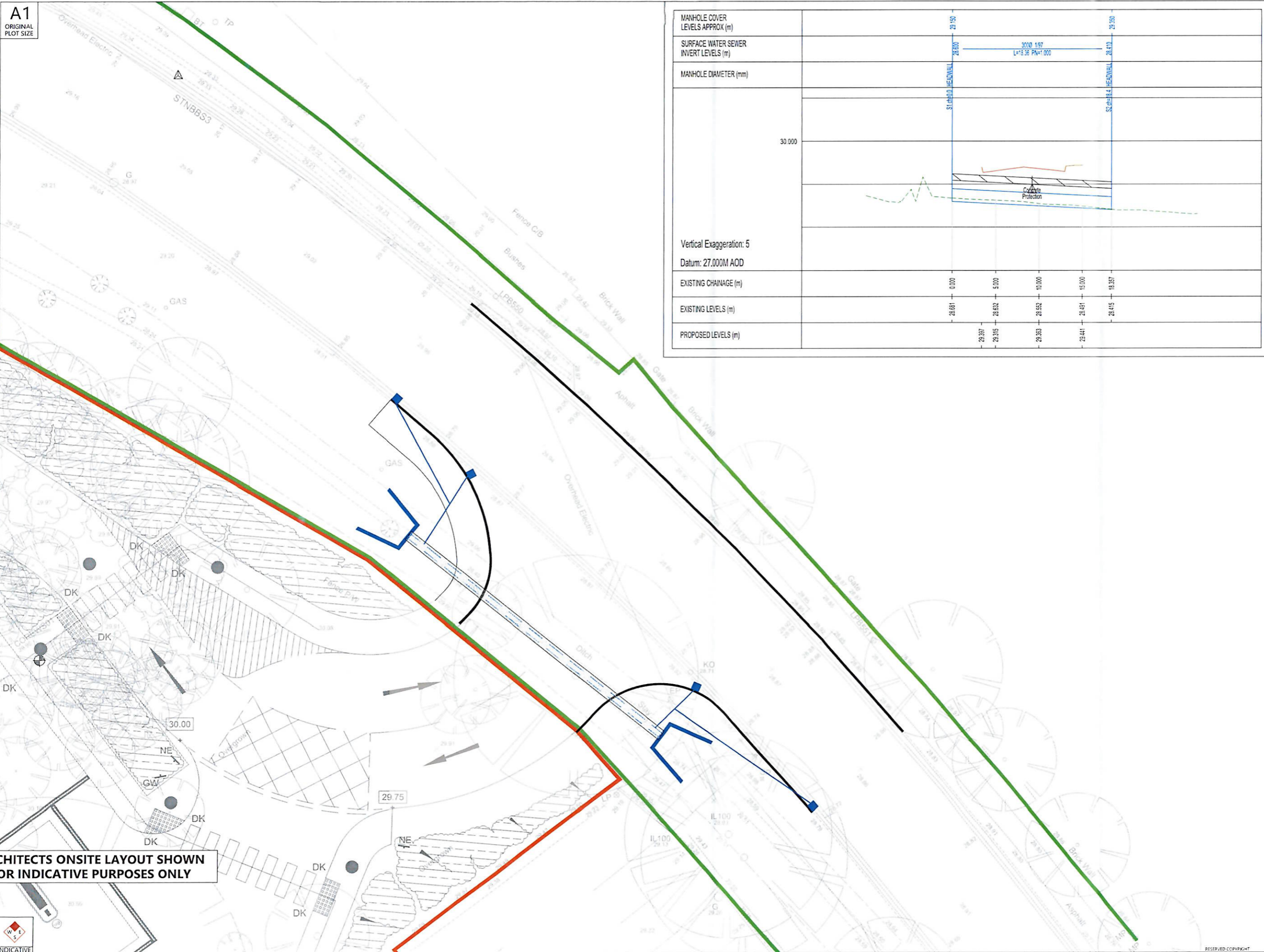
SCALE	DATE	DRAWN	CHECKED	APPROVED
1:100	17.07.24	NR	RC	RC
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2307-030	502	-		



INDICATIVE

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  - Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
  - All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
  - Edge of all street furniture to be a minimum of 450mm from kerb edge.

- KEY:**
- S278 Works Boundary (including visibility splays)
  - Proposed Site Boundary
  - Public Highway - Suffolk County Council
  - New pre-cast concrete headwall unit
  - New pre-cast concrete #300mm culvert pipe
  - New gully and 150mm Ø connection

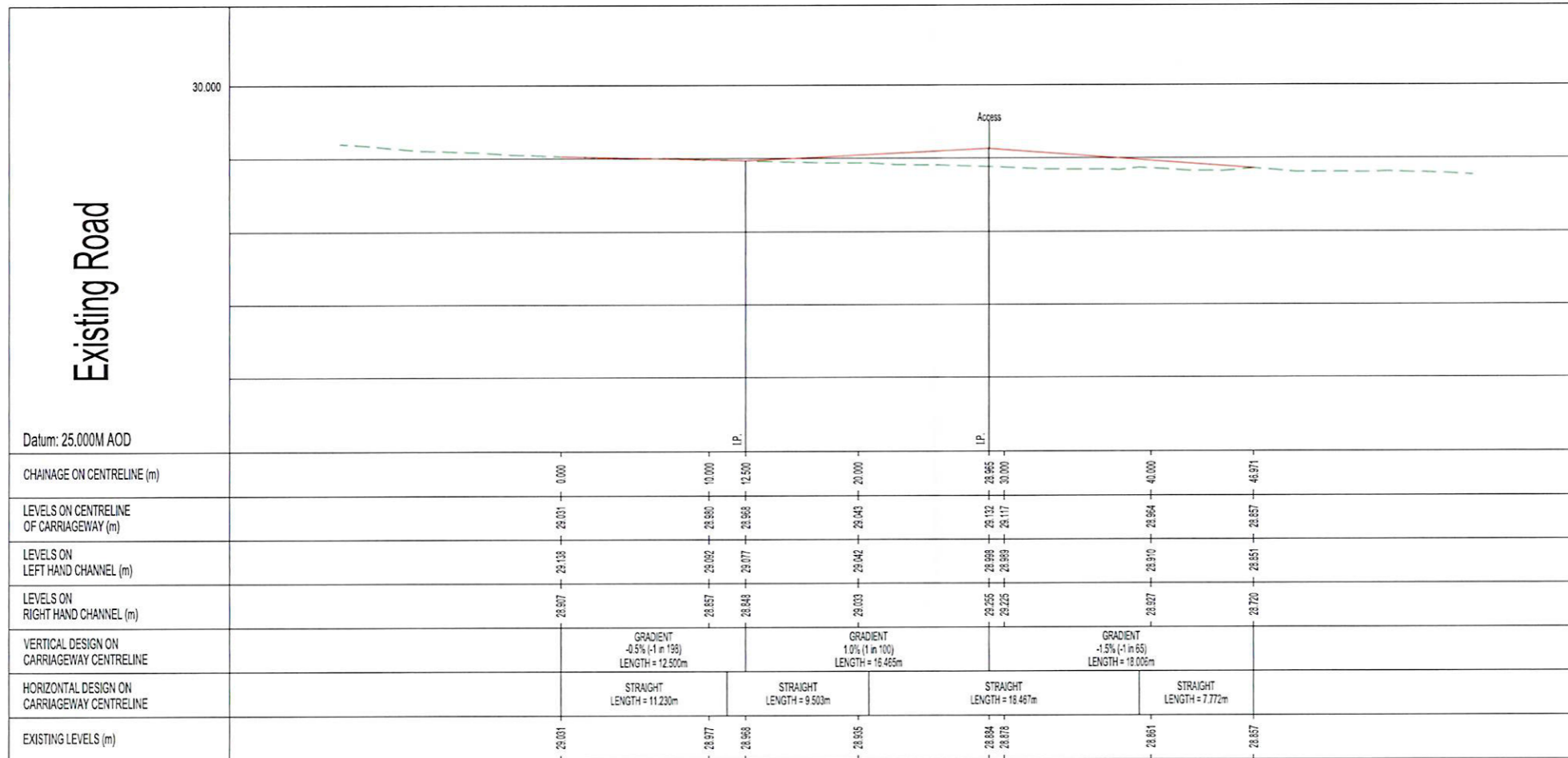
ARCHITECTS ONSITE LAYOUT SHOWN  
OR INDICATIVE PURPOSES ONLY



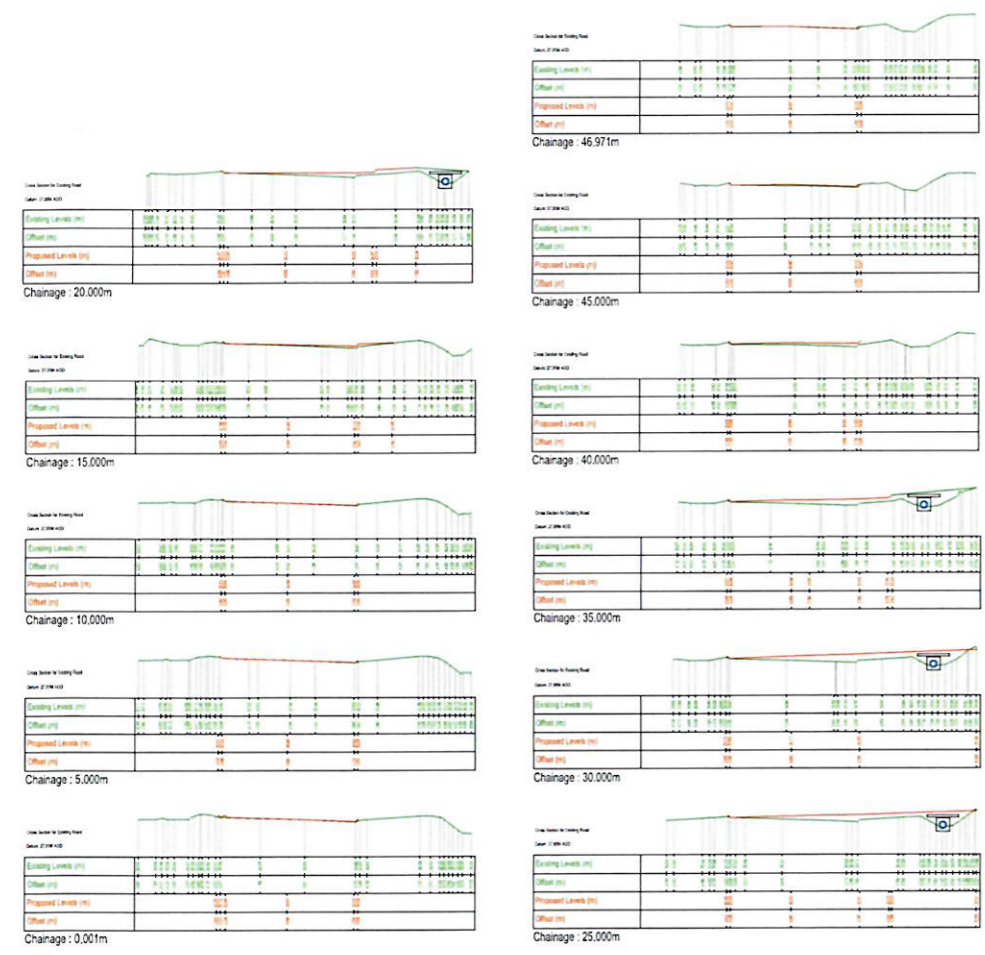
<p>The Studio 7 Chestnut Mill French's Road Cambridge CB4 3NP 01223 455 385 www.tpa.co.uk</p>				
<p>CLIENT: <b>FPC INCOME AND GROWTH PLC.</b></p>				
<p>PROJECT: <b>Land at Needham Road Stowmarket Suffolk</b></p>				
<p>TITLE: <b>Proposed Access S278 Works Drainage Layout</b></p>				
<p>STATUS: <b>FOR APPROVAL</b></p>				
SCALE: 1:100	DATE: 17.07.24	DRAWN: NR	CHECKED: RC	APPROVED: RC
JOB NO: 2307-030	DRAWING NO: 501	REVISION: -		

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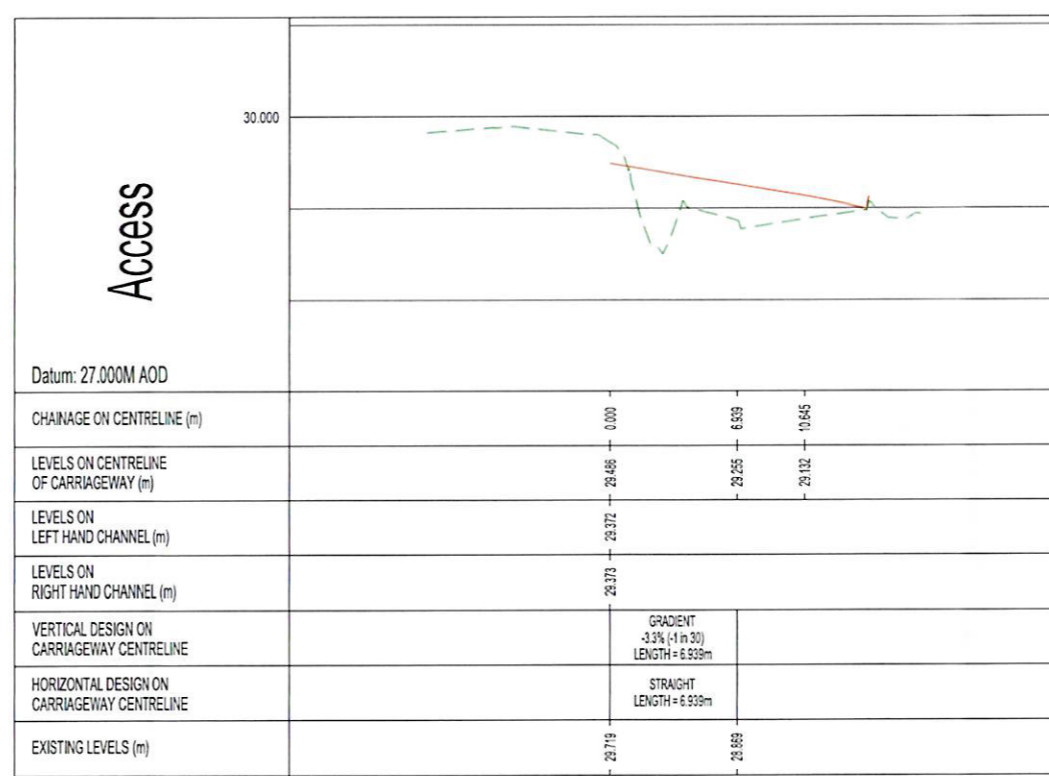
A1  
ORIGINAL  
PLOT SIZE



SCALE:  
HORIZONTAL = 1:200  
VERTICAL = 1:40



SCALE:  
HORIZONTAL = 1:200  
VERTICAL = 1:200



SCALE:  
HORIZONTAL = 1:200  
VERTICAL = 1:40

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- Surveyed by BS Surveys 3rd December 2022 - 2219-3660
- NOTES:**
- All details are to be checked on site by the Contractor prior to the commencement of the works.
  - All dimensions in metres unless otherwise stated. Measurements to all lines are to be centre line. DO NOT SCALE from this drawing.
  - All levels in metres above Ordnance datum unless otherwise stated.
  - Works to be carried out in accordance with the current version of Suffolk County Council Estate Road Specification. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.
  - Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
  - All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
  - Edge of all street furniture to be a minimum of 450mm from kerb edge.

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CLIENT:  
FPC INCOME AND GROWTH PLC.

PROJECT:  
Land at Needham Road  
Stowmarket  
Suffolk

TITLE:  
Proposed Access S278 Works  
Long and Cross Sections

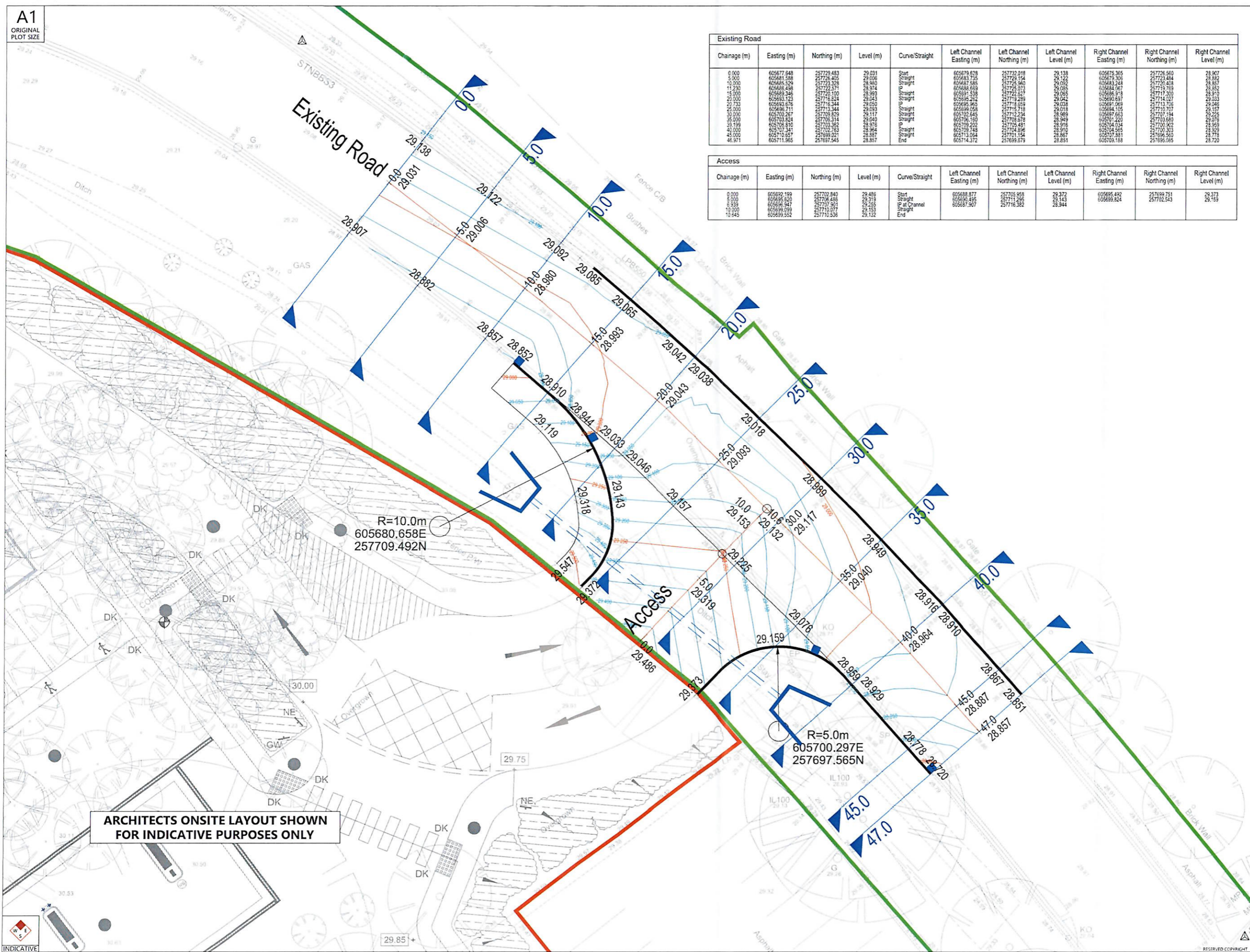
STATUS:  
FOR APPROVAL

SCALE	DATE	DRAWN	CHECKED	APPROVED
As Shown	16.10.23	RC	RC	RC

JOB NO.	DRAWING NO.	REVISION
2307-030	302	-

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A1  
ORIGINAL  
PLOT SIZE



Existing Road										
Chainage (m)	Easting (m)	Northing (m)	Level (m)	Curve/Straight	Left Channel Easting (m)	Left Channel Northing (m)	Left Channel Level (m)	Right Channel Easting (m)	Right Channel Northing (m)	Right Channel Level (m)
0.000	605677.848	257729.483	29.031	Start	605679.628	257732.018	29.138	605679.365	257726.560	29.307
5.000	605681.588	257728.405	29.036	Straight	605683.725	257729.154	29.122	605679.305	257725.484	29.382
10.000	605685.529	257723.328	29.980	Straight	605687.585	257725.960	29.056	605683.248	257720.428	29.857
11.230	605688.496	257722.271	28.974	IP	605688.699	257725.073	29.085	605684.067	257719.769	29.852
15.000	605689.346	257720.100	28.993	Straight	605691.538	257722.517	29.055	605686.918	257717.330	29.910
20.000	605693.123	257716.524	29.043	Straight	605695.282	257719.289	29.042	605690.697	257714.027	29.033
20.733	605693.676	257716.344	29.050	IP	605695.965	257718.659	29.038	605691.069	257713.706	29.046
25.000	605696.711	257713.344	29.053	Straight	605699.558	257715.718	29.018	605694.105	257710.757	29.157
30.000	605700.287	257709.829	29.117	Straight	605702.645	257712.234	28.989	605697.663	257707.194	29.225
35.000	605703.824	257706.314	29.040	Straight	605706.180	257708.678	28.949	605701.220	257703.660	29.076
39.199	605706.810	257703.382	28.976	IP	605709.202	257705.681	28.916	605704.034	257700.902	28.959
40.000	605707.341	257702.783	28.964	Straight	605709.748	257704.896	28.910	605704.565	257700.303	28.929
45.000	605710.657	257699.021	28.887	Straight	605713.054	257701.154	28.867	605707.881	257996.560	28.775
46.971	605711.965	257697.545	28.857	End	605714.372	257699.879	28.851	605709.168	257695.065	28.720

Access										
Chainage (m)	Easting (m)	Northing (m)	Level (m)	Curve/Straight	Left Channel Easting (m)	Left Channel Northing (m)	Left Channel Level (m)	Right Channel Easting (m)	Right Channel Northing (m)	Right Channel Level (m)
0.000	605692.199	257702.840	29.486	Start	605688.877	257705.958	29.372	605695.492	257699.751	29.373
5.000	605695.620	257706.456	29.319	Straight	605690.495	257711.295	29.143	605699.824	257702.543	29.159
6.539	605696.847	257707.901	29.255	IP at Channel	605697.907	257716.382	28.944			
10.000	605699.099	257710.077	29.153	Straight						
10.845	605699.552	257710.536	29.132	End						

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- Surveyed by BB Surveys Ltd December 2022 - 2219-3680
- NOTES:**
- All details are to be checked on site by the Contractor prior to the commencement of the works.
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  - Works to be carried out in accordance with the current version of Suffolk County Council State Road Specification. If there is any ambiguity between the Specification and the Drawings, the Contractor shall immediately inform the Engineer.
  - Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
  - All bearing diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
  - Edge of all street furniture to be a minimum of 600mm from kerb edge.



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www.tpa.co.uk

CLIENT:  
**FPC INCOME AND GROWTH PLC.**

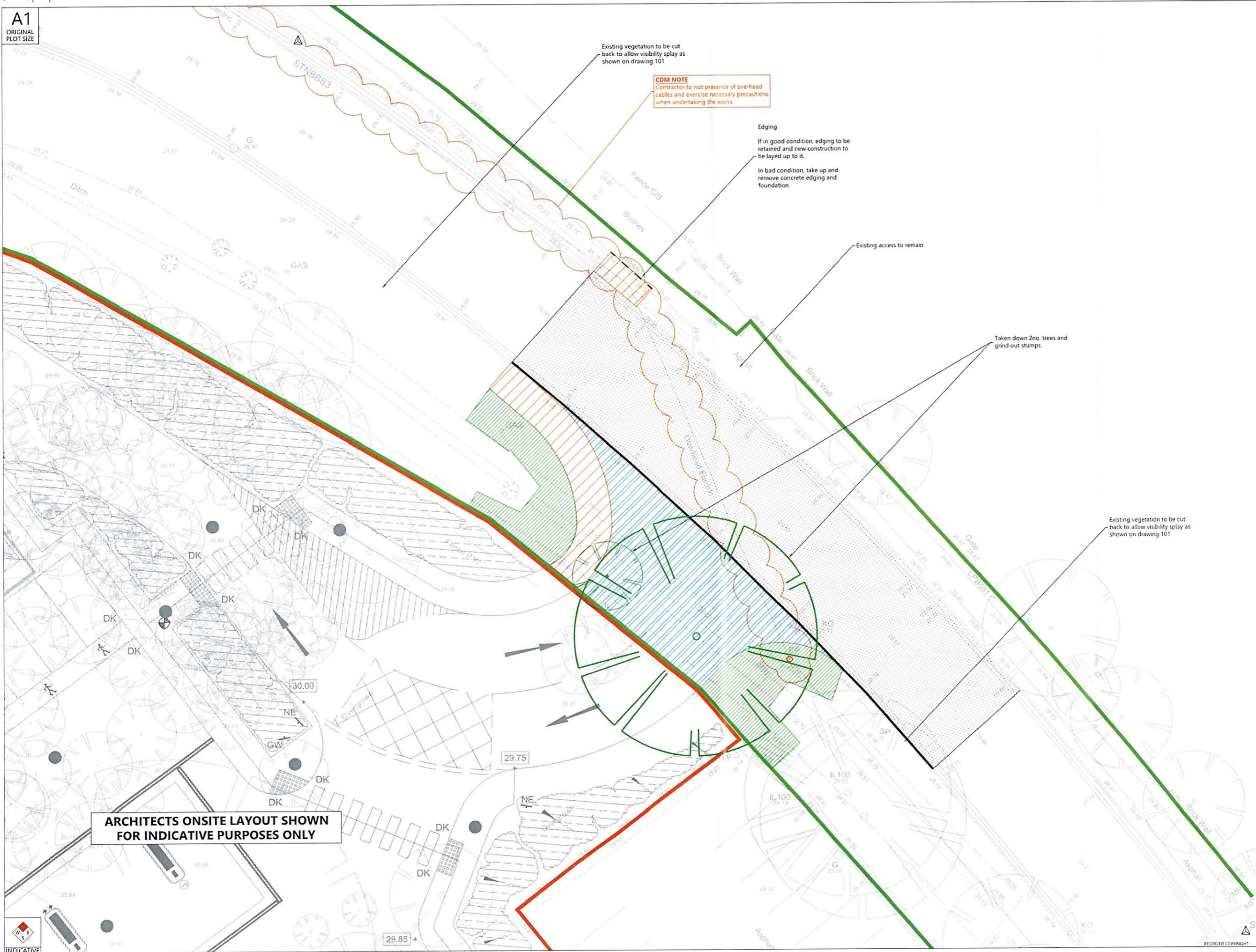
PROJECT:  
**Land at Needham Road  
Stowmarket  
Suffolk**

TITLE:  
**Proposed Access S278 Works  
Setting Out Details**

STATUS:  
**FOR APPROVAL**

SCALE: 1:100	DATE: 16.10.23	DRAWN: RC	CHECKED: RC	APPROVED: RC
JOB NO: 2307-030	DRAWING NO: 301	REVISION: -		

A1  
ORIGINAL  
PLOT SIZE



**CDM NOTE**  
Contractor to not presence of overhead cables and exercise necessary precautions when undertaking the works.

**Edging**  
If in good condition, edging to be retained and new construction to be laid up to it.  
In bad condition, take up and remove concrete edging and foundation.

Taken down 2no. trees and grind out stumps.

Existing vegetation to be cut back to allow visibility splay as shown on drawing 101

**ARCHITECTS ONSITE LAYOUT SHOWN FOR INDICATIVE PURPOSES ONLY**

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**NOTES:**

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- Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
- All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
- Edge of all street furniture to be a minimum of 450mm from kerb edge.

**KEY:**

- Take up and remove concrete kerb and foundation
- Edging
- Breakout and remove existing kerb drain, pot and frame. Backfill with ST2 concrete
- Excavate and remove verge material to a depth required to install full-width footway construction.
- Plane off 40mm of existing camargeway for regulating and resurfacing
- Excavate and remove verge material to a depth required to install full-width camargeway construction.
- Strip back and remove topsoil to regrade and fill ditch



4	1:100	16.10.23	RC	RC	RC
Job No:	2307-030	Drawing No:	201	Revision:	A

Client: **FPC INCOME AND GROWTH PLC.**

Project: **Land at Needham Road, Stowmarket, Suffolk**

Title: **Proposed Access S278 Works Site Clearance**

Status: **FOR APPROVAL**

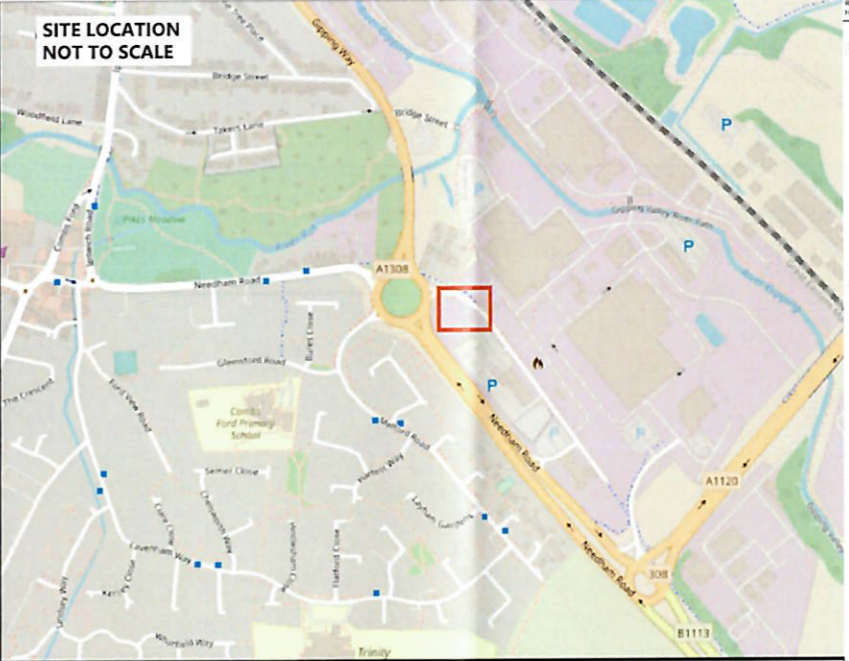
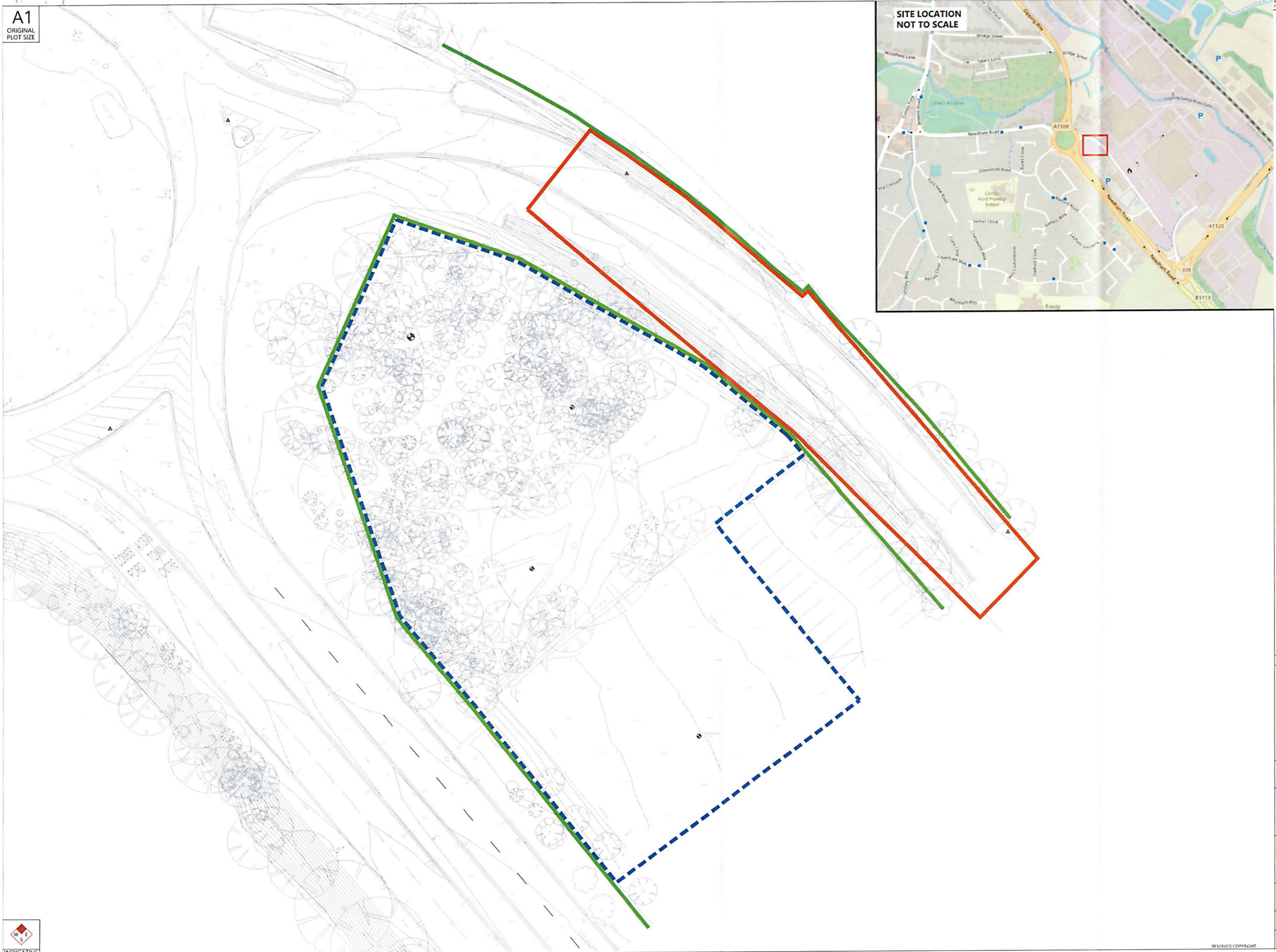
Scale: 1:100  
Date: 16.10.23  
Drawn: RC  
Checked: RC  
Approved: RC

Job No: 2307-030  
Drawing No: 201  
Revision: A

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PLOT SIZE



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- NOTES:**
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  - Traffic management to be in accordance with Chapter 8 of the Traffic Signs Manual and relevant codes of practice.
  - All lining (sign numbers refer to the Traffic Signs Regulations & General Directions 2016).
  - Edge of all street furniture to be a minimum of 450mm from kerb edge.
- KEY:**
- Section 278 Works Boundary (including visibility splay)
  - Proposed Site Boundary
  - Public Highway - Suffolk County Council



No.	Date	Issue	By	Check	Approved

Bristol  
 Cambridge  
 London  
 Oxford  
 Weymouth  
 Weymouth Garden City



The Stables  
 7 Chandon Hill  
 Finch's Road  
 Cambridge  
 CB4 3JF  
 01223 455 365  
[www.tpa.co.uk](http://www.tpa.co.uk)

CLIENT  
**FPC INCOME AND GROWTH PLC.**

PROJECT  
**Land at Needham Road  
Stowmarket  
Suffolk**

TITLE  
**Proposed Access S278 Works  
Existing Layout &  
Location Plan**

STATUS  
**FOR INFORMATION**

SCALE	DATE	DRAWN	CHECKED	APPROVED
1:250	16.10.23	RC	RC	RC
JOB NO	DRAWING NO	REVISION		
2307-030	001	-		



INDICATIVE

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  - All lining diagram numbers refer to the Traffic Signs Regulations & General Directions 2016.
  - Edge of all street furniture to be a minimum of 450mm from kerb edge.

- KEY:**
- S278 Works Boundary (including visibility splays)
  - Proposed Site Boundary
  - Public Highway - Suffolk County Council
  - New Carriageway Construction
  - Existing Carriageway Resurfacing
  - New Footway Construction
  - Verge / Embankment to be soil and seeded
  - New Kerb
  - New Edging
  - New Channel Kerb
  - New pre-cast concrete headwall unit
  - New pre-cast concrete #300mm culvert pipe
  - New buff colour blister tactile paving
  - New gully and 150mm Ø connection

ARCHITECTS ONSITE LAYOUT SHOWN FOR INDICATIVE PURPOSES ONLY

Indicative FFL 30.00

Rev	Date	Details	Drawn by	Checked by	Approved by
1	15.03.24	Updated to R1 comments	AK	RC	RC

Bristol  
Cambridge  
London  
Oxford  
Weylyn Garden City

The Stables  
7 Chesterton Mill  
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Cambridge  
CB4 2NF  
01223 445 385  
www.tpa.co.uk

CLIENT:  
FPC INCOME AND GROWTH PLC.

PROJECT:  
Land at Needham Road  
Stowmarket  
Suffolk

TITLE:  
Proposed Access S278 Works  
General Arrangement Plan

STATUS:  
FOR APPROVAL

SCALE:	DATE:	DRAWN:	CHECKED:	APPROVED:
1:200	16.10.23	RC	RC	RC
JOB NO:	DRAWING NO:	REVISION:		
2307-030	101	A		

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