

Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

Application by National Grid Electricity Transmission Plc for an Order granting Development Consent for the National Grid Norwich to Tilbury Project

Planning Inspectorate Reference Number: EN020027

Deadline 7: Submitted on behalf of National Highways Limited (i) in response to Rule 17 letter dated 14 July (ii) comments any further information or submissions received from the Applicant and received by Deadline 6

1 INTRODUCTION

- 1.1 This document is submitted on behalf of National Highways Limited ("**NH**") in respect of the application by National Grid Electricity Transmission Plc ("**the Applicant**") for an order granting development consent for the National Grid Norwich to Tilbury Project. The purpose of this document is to: -
- 1.2 Respond to the Rule 17 letter dated 14 July 2026.
- 1.3 To comment on the following documents received by Deadline 6, namely:
- (a) the latest draft of the DCO submitted at Deadline 6 ("**the dDCO**") [**REP6-031**]
 - (b) the Applicant's Written Summary of Oral Submissions and Response to Action Points for Compulsory Acquisition Hearing 3 [**REP6-115**]
 - (c) any further information/ submissions received by Deadline 6
- 1.4 This submission also provides an update on traffic and transport matters following NH's Deadline 6 Submission [**REP6-155**] which set out NH's concerns regarding the traffic and transport construction impacts that remain outstanding. The submission also provides comments on the latest version of the Outline Construction Management Plan [**REP06-082**] and sets NH's position in respect of the Applicant's "monitor and manage" proposals for construct traffic.

2 RESPONSE TO THE RULE 17 LETTER DATED 14 JULY 2026

- 2.1 NH's response to the Rule 17 letter is set out in **Table 1** below.

Table 1

Ref	Question to	Question	NH Response
1	Draft Development Consent Order		
1.7	All relevant local highway authorities and lead local flood authorities (including the Water Management Alliance), Affinity Water Ltd, Anglian Water Services Ltd, Cadent Gas Ltd, Equinor New Energy Ltd,	Protective Provisions (2) A number of preferred PPs have been submitted into the examination. If you have not submitted a preferred PP into the	NH's preferred Protective Provisions (PP's) are appended to its Deadline 6 response at Appendix 1 [REP6-155]. However, it is noted that the Applicant has now accepted some (but not all) of the points raised by NH in the latest draft DCO [REP6-031]. Accordingly, a revised version of NH's preferred PPs

Ref	Question to	Question	NH Response
	National Gas Transmission, National Highways and National Highways (Lower Thames Crossing), Network Rail Infrastructure Ltd, Northumbrian Water Ltd, Scottish Power Renewables UK Ltd (including East Anglia 1 and East Anglia 3 Ltd) and TC East Anglia 1 OFTO Ltd	examination, the listed interested parties are asked to do so. If you have already submitted your preferred PP into the examination, please signpost the reference where it can be located in the Examination Library.	with the outstanding issues/changes required by NH shown in tracked changes is appended at Appendix 1 of this submission.
2	Compulsory acquisition and temporary possession of land and rights		
2.7	National Highways All local highway authorities: Norfolk County Council Suffolk County Council Essex County Council Thurrock Council	Compulsory acquisition of operational highway Notwithstanding your reply to question 1.7 above, please confirm if the applicants submitted PPs (or other mechanisms secured in the draft DCO) ensure that if compulsory acquisition powers are approved the highway authority will be able to ensure operation of the public highway.	No. The Applicant's proposed PPs do not ensure the safe operation of the public highway. The Applicant's proposed PPs do not offer this protection. Instead, they restrict the exercise of compulsory acquisition powers only over Class 1 land without NH's consent. Whilst this restriction is welcome, it is not sufficient on its own to ensure the safe operation of the public highway, because it would still allow the Applicant to exercise Compulsory Acquisition/Temporary Possession powers over the SRN, and over land in which NH has an interest, falling within the other classes of land, without NH's consent. Left uncontrolled and/or without proportionate safeguards, the Applicant's PP's carry significant safety risks. NH's position has always been, and remains, that the Applicant should not exercise any Compulsory Acquisition powers (including Temporary Possession) over any part of the SRN, or over any other land in which NH has an interest, without NH's consent. NH's proposed PPs at Appendix 1 secure this position.

3 DRAFT DCO SUBMITTED AT DEADLINE 6

- 3.1 As noted at Issue Specific Hearing 4 and in its Deadline 6 comments on any further information or submissions received by deadline 5 and 5A **[REP6-155]**, National Highways is concerned that agreement may not be reached on the form of the protective provisions included in Part 5 of Schedule 16 for the benefit of National Highways in its capacity as strategic highway authority. However, it is noted that significant changes have been made by the Applicant to the protective provisions contained in the latest draft DCO submitted at Deadline 6 **[REP6-031]** which appear to narrow the issues between the Applicant and NH.
- 3.2 Notwithstanding the amendments to the DCO at Deadline 6, the dDCO includes a number of provisions which authorise the interference with statutory powers belonging to NH and/or grant the Applicant powers over the SRN which would have significant safety implications if not properly and proportionately controlled through NH's protective provisions and the Requirements.

Protective Provisions

- 3.3 The form of the Protective Provisions which NH is seeking, against those that currently appear on the face of the dDCO is annexed at **Appendix 1** with the changes required by NH shown in track changes. It is noted that a number of the points between NH and the Applicant as of Deadline 6 have been updated in the latest dDCO **[REP6-030]** and **[REP6-031]**.
- 3.4 Accordingly, it is noted that the PP's in the latest dDCO now include the following requirements previously requested by NH in its Deadline 6 submission **[REP6-155]** and the following matters now appear to be agreed: -
- (a) Bond and security and phasing requirements.
 - (b) Definition of "Condition surveys of the SRN".
 - (c) Scope of the protective provisions – the definition of "specified works" in paragraph 2 now applies to land which National Highways has an interest. Whilst the land may not be highway, it could still relate to NH's function.
 - (d) Position on prior approvals: Paragraph 4 and Paragraph 7(1) no longer carve out works that are 5.5m above the highway surface, from the prior approval provisions.
 - (e) Deemed consent: Para 7(5) has been deleted entirely and a new 7(7) inserted which disapplies deemed consent means that any reference to deemed consent in any of the articles of this Order shall not apply to any application for consent, agreement or approval required or contemplated to be given by National Highways.

- (f) Insurance (paragraph 17): the minimum sum of £50 million pounds in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker has been agreed.
- (g) Dispute resolution/expert determination over arbitration: Expert determination appears now to have been agreed. This is preferred by NH due to the speed of the process and the often-technical nature of the points in dispute being more suited to determination by an Engineer or other highway professional.

3.5 Notwithstanding the above, there remain matters that are unresolved between the parties. These are set out below: -

- (a) "Commutated sum": The reference to payment of the commuted sum in paragraph 10(5) also needs to remove reference to specified works captured by paragraph 67(2)
- (b) Other changes in the definitions at paragraph 2 relate to unnecessary or duplicate wording: Paragraph 1(3) which provides that the protective provisions do not apply where the works are regulated by the 1991 Act, or the street works articles is wholly inappropriate. As noted, the protective provisions need to address all provisions which authorise the interference with statutory powers belonging to NH and/or grant the Applicant powers over the SRN which would have significant safety implications if not properly and proportionately controlled through NH's protective provisions.
- (c) Prior Approvals and Security: paragraph 7(3) which states that certain articles should not be exercised over the SRN or land which NH has an interest without the express consent, needs to capture all the articles referenced in the NH's template protective provisions which include powers associated with compulsory acquisition. This ensures that NH is aware of the progress of the specified works affecting the SRN, the scope of those operations, the potential impact to road users and to ensure that compulsory acquisition is managed appropriately and proportionately. Prior approval is agreed in relation to Articles 16, 20, 21 and 22 in the protective provisions in the dDCO. This paragraph also needs to reference Articles 11, 12, 13, 14, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41, 44, 45, 47, 49 and 50. The detailed explanation of why the provisions need to be exercised only with NH's approval where the powers are to be exercised over the SRN or land within NH's ownership is set out in length in the table in section 6 of NH's Relevant Representation.
- (d) Indemnity (paragraph 18): Due to NH not holding a budget to cover any costs, claims or expenses for the Project NH must be held harmless for the construction, maintenance and operation of the Authorised Development and any resultant impacts. It is common practice for statutory undertakers to be indemnified in such circumstances and the Applicant on any DCO that it is affected would seek similar provisions.
- (e) Land provisions (paragraph 20): This paragraph needs to mirror NH's template protective provisions. NH need to be able to call for a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works. No part of the strategic road network or land owned by National Highways should be compulsorily acquired, nor existing rights of NH extinguished or apparatus interfered with in respect of any third-party property, except with the consent of National Highways.

- (f) Payments (paragraph 9): NH do not hold a budget to cover any costs associated with the Project and paragraph 9(c) needs to be included to enable the recovery by NH of contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b) of paragraph 9(1)). It appears this has been agreed and accepted by the Applicant but since it remains in square brackets the position is not clear.

Requirements

- 3.6 The dDCO **[REP6-031]** has not been updated to address NH's concerns raised in its Relevant Representations on Requirements (see **[RR-2657]** (paragraph 6), Written Representations **[REP1-192]** as further supplemented by its Deadline 2 comments **[REP2-043]** paragraph 2.5 and Table T1.2 (page 24 onwards) and discussion at ISH2 on 28 and 29 April **[REP-343]** save for the amendment to Requirement 4(1) which is welcomed. In the Applicant's comments on any Further Information or Submissions Received by Deadline 5 Final Issue A **[REP6-114]**, at **REP5-253** the Applicant comments that "*NH's objections as previously set out are noted and have been responded to by the Applicant previously including in 8.4.1 Applicant's Comments on Relevant Representations [REP2-023] (Appendix T, including the further detail provided in Table T1.2 as well as in Table T1.1), 8.8.1 Applicant's Comments on Written Representations [REP2-029] (page 62), 8.4.8 Applicant's Comments on any Further Information or Submissions Received by Deadline 2 [REP3-070] (pages 141 – 149) and 8.5.7 Applicant's Written Summary of Oral Submissions to Issue Specific Hearing 2 [REP4-302] (Table 2.3, page 28). It is not clear that NH raise a new issue that requires a further additional response*". NH notes that, whilst the Applicant may have previously responded to NH's comments, the responses provided do not adequately address NH's concerns, and NH's concerns therefore remain outstanding as set out in NH's Deadline 6 Submission **[REP6-155]**. NH requires these points to be properly addressed. For ease of reference, NH's position is again set out below and in **Appendix 2** attached.
- 3.7 By way of summary, there are several Requirements included in Schedule 3 of the dDCO which NH has an interest and would expect to be consulted on namely: 8 (retention and removal of trees, woodland and hedgerow), 9 (Re-instatement planting plan) and 10 (Re-instatement schemes) it is noted that the latest version of the dDCO does not address NH's concerns. In relation to Requirements 8, 9 and 10, NH require to be consulted where works affect the SRN or relate to land NH have an interest in. This is not unreasonable. NH must have control over the operations being carried out on its network. This is critical from a safety perspective and to maintain the integrity of the asset.
- 3.8 On Requirement 7 (Construction hours), NH has previously asked that sub-paragraph (1) which provides for variations to the core terms includes consultation with National Highways. National Highways still have major concerns regarding construction traffic and so NH may need construction traffic to be operated outside peak hours depending on ongoing modelling and discussions with the Applicant regarding the Assessment, which National Highways would want to be fed into this Requirement. This is explained further in section 3 below.
- 3.9 On the Discharge of Requirements, paragraph 2, provides that where an application has been made under paragraph 1 the relevant authority may request such reasonable further information from the undertaker as it considers is necessary to enable it to consider the application.

- 3.10 Paragraph 2 (2) provides, "If the relevant authority considers further information is necessary and the requirement does not specify that consultation with a requirement consultee is required, the relevant authority must, within 5 business days of receipt of the application, notify the undertaker in writing specifying the further information required" and paragraph 2 (3) provides "If the requirement specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within 5 business days of receipt of the application and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 5 business days of receipt of such a request and in any event within 15 business days of receipt of the application."
- 3.11 NH's position is that were it to be required to be consulted, 5 days is not enough time for NH to respond, and the time period should be extended.
- 3.12 In addition, to the above, as per NH's comments as set out in paragraph 7.8 of this submission, NH also requires an amendment to Requirement 4 so that NH is an approval body for the CTMP before commencement of the development's construction. This amendment is necessary due to unresolved traffic and transport issues, which would otherwise constrain NH's ability to ensure the safe operation of the SRN.

4 COMMENTS ON THE APPLICANT'S WRITTEN SUMMARY OF ORAL SUBMISSIONS AND RESPONSE TO ACTION POINTS FOR COMPULSORY ACQUISITION HEARING 3 [REP6-116]

- 4.1 NH's response to the Applicant's summary of oral submissions for CAH3 is set out in Table 2 below.

Table 2

Affected Party	Summary of Applicant's Response	NH Response
National (NH) Highways	APs Oral Summary NH is currently objecting to Compulsory Acquisition (CA) powers being sought over approximately 154 plots of land owned/occupied for the purposes of its statutory holdings. Firstly, NH noted that it does not consider the CA of operational land to be necessary but that it expected that agreement can be reached that the Applicant on this matter. Secondly NH does not consider that the Applicant requires CA of rights powers for easements in the subsoil under or over the strategic road network (SRN) or other roads owned or maintained by NH. In relation to overhead lines, NH stated that the Applicant has already an adequate statutory route under the Electricity Act.	

Affected Party	Summary of Applicant's Response	NH Response
	Section 105 of the New Roads and Street Works Act (NRSWA) confirms that references to works in a highway include works under, over, across, along or upon it. Further, article 3 of the DCO also authorises construction and retention of the authorised development, including overhead lines, and there are powers in the NRSWA that regulates the exercise of the rights. NH noted that this provides a statutory framework for installing and maintaining apparatus in, under and over the public highway and that the Applicant's proposed approach of seeking an easement would convert a public regulatory issue into the acquisition of private rights over public highway land, granting rights in airspace that is also subject to the statutory rights of other undertakers. Moreover, on Yorkshire GREEN, it's understood the project team has accepted that the installation and retention will proceed utilising the statutory rights in the DCO, Electricity Act and NRSWA with no easement being pursued.	
	Oral Summary of the Applicant's Case The Applicant confirmed that it agreed with the AP that it does not require Class 1 land take for the purposes of carrying out highways works and highways widening works within the adopted extent of the SRN, where this land is already adopted highway and provided there are no obligations on the Applicant in the Protective Provisions with NHs to dedicate such land for adoption. This was originally included in the application to allow acquisition of subsoil land and transfer of land if required as part of adoption of land on which highways works and highways widening works are carried out. However, the Applicant can confirm that NHs has confirmed that this should not be necessary and can be addressed through the Protective Provisions. The point around the overhead lines is still in dispute. The Applicant's position is that the DCO powers and the street work statutory provisions ensure that protective interventions for example scaffolds and enabling works for abnormal loads, can be facilitated as part of the project. The Applicant has no objection to the reliance on statutory regimes for the temporary construction and maintenance of street works activities that are necessary to protect the SRN. The Applicant considers that NRSWA is not a land rights regime for NSIP projects, which require permanent land rights. The Applicant referred to the Cambridge Wastewater	In relation to the final paragraph, NH's principal position has always been that the Applicant should use powers derived from NRSWA to undertake the works required for the overhead lines. NH does not accept the suggestion that it should be precluded from evolving its position and thinking in relation to the DCO.

Affected Party	Summary of Applicant's Response	NH Response
	Treatment Plant Relocation Project, where the Secretary of State (SoS) accepted that an easement was justified. The Applicant does not consider the Yorkshire Green Project are taking the approach set out by NH but said that it would respond further in writing on this point. The Applicant also noted that NHs were previously referring to the grant of a licence under section 50 of the Act (which applied Schedule 3 by which a licence under that section of NRSWA is terminable upon three month's notice), whereas NH is now referring to different sections of NRSWA. That has been a recent change in the analysis by NHs, which the Applicant needs to consider.	
	Post Hearing Update In relation to CA powers over Class 1 land within the adopted extents of the SRN, the parties have agreed that this should not be necessary provided that the Protective Provisions do not require the Applicant to transfer the freehold subsoil ownership of the extent of any highways works or highways widening works within the SRN to NHs. The Applicant has deleted provisions to this effect from the Protective Provisions. The Lands Provisions within the Protective Provisions provide that no such Class 1 land acquisition within the SRN will be permitted without the consent of NH, thereby ensuring that it has control on the use of powers to acquire any land within the SRN. Such powers would only therefore be utilised with NHs consent to rectify any landownership anomalies required for dedication at NHs agreement. In relation to CA of rights (underground easement below highway). NHs accept that crossings at depth in the subsoil below the functional highway's boundary fall outside NRSWA and that it will agree to voluntarily grant the Applicant an easement on terms to be negotiated between the parties. Whilst the principle is agreed between the parties, the terms of the easement are not yet agreed and nor is an option in place. This will not be negotiated and in place by the close of the examination. Accordingly, the Applicant therefore requires CA powers as a fall back until such time as a voluntary easement is in place for a permanent land right, in the same way that it does across the Project generally.	NH's position is that the Applicant should not be able exercise its CA powers without NH's consent. Further, NH have confirmed on a number of occasions that it is prepared to grant an easement for the underground cabling where works are outside of the operational zone and within the subsoil. If the Applicant has CA powers as a fall-back position as is being suggested, this will risk the safe operation of the SRN and would not meet the statutory tests for CPO. Whilst it is accepted that the terms of an easement are not yet agreed, it is in NH's interest to agree terms and work is on- going in this regard. An update will be provided at Deadline 8. In relation to the oversail, please refer to our response at Deadline 6 [REP6-154].

Affected Party	Summary of Applicant's Response	NH Response
	Therefore, the Applicant's version of the Protective Provisions does not give NHs consent to control/determine whether the CA of rights provisions are exercised for this reason. In relation to CA of rights (overhead line oversail), The Applicant's view is that crossings at height outside the functional highway boundary or zone of ordinary use fall outside NRSWA (in the same way that crossings at sufficient depth do). There is support for this principle in London Borough of Southwark and another v Transport for London. The court held the vertical plane included a "slice of the airspace above it sufficient to enable the public to use and enjoy it, and the responsible authority to maintain and repair it, and to supervise its safe operation". The Applicant maintains their position that NRSWA is not an appropriate regime to deal with permanent land rights as are required for a nationally significant infrastructure project. By design, the Applicant will ensure that the Project will not have operational towers or conductors within the reasonable and safe operating environment of the SRN. Norwich to Tilbury is a critical, national priority project and the National Policy Statement for Electricity Networks Infrastructure (EN-5) is clear that permanent rights are strongly preferred reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals. Whilst the Applicant is content to comply with the relevant provisions of NRSWA when constructing and operating within the functional highway boundary and for any voluntary easement to acknowledge these statutory provisions and their operation, it is not sufficient for the Applicant to rely on these provisions alone. NH contend that NRSWA and the codes of practice thereunder are sufficient to deal with diversions of the Applicants Apparatus. The Applicants position is that notwithstanding compliance with such legislation and guidance, it still requires certainty that it's NSIP apparatus can remain in situ at all times unless diverted by agreement and re-provided before removal. Diversions of NSIP apparatus of this nature would affect land beyond the highway boundary (it's not simply the case of re-laying a pipe elsewhere within a street) and require obtaining land and consents powers for any diversion route, once a design was established. This consent process and the construction of alternative apparatus can	

Affected Party	Summary of Applicant's Response	NH Response
	take a significant timescale, and the Applicant therefore requires more certainty than is provided under the NRSWA legislation that NSIP infrastructure will remain in situ until a diversion is agreed and in place. Accordingly, and for that reason permanent land rights are required, and this is supported by EN-5. Whilst, the Cambridge Wastewater Treatment Plant Relocation DCO did relate to acquisition of a subterranean strata interest in the subsoil, the rational of this SoS decision is still supportive of the Applicants position here namely that the infrastructure results in permanency, lack of flexibility and ability to move the apparatus and regardless of whether the Applicant is able to carry out the necessary works under NRSWA that an appropriate permanent interests is required. The Applicant's say this rational applies here because it would not be possibly to divert the NSIP Apparatus fully within the highway. In relation to the approach taken at Yorkshire Green, the Applicant is informed that the current position in respect of legal advice for the Yorkshire Green Project is that they do require easements for over sails and the assertion that on Yorkshire Green works are proceeding solely in reliance on NRSWA and without NGET seeking an easement for the over sails is not correct. On Yorkshire Green easements have been proposed by NGET but discussions have not progressed with NHs. The Applicant understands that NHs may have inferred from this that the point had been conceded but this is not the Applicant's understanding of the position. The Applicant has included Protective Provisions for the benefit of NH in the 3.1 Draft DCO (Revision F) at Deadline 6. These are not agreed with NH, but the Applicant has sought to narrow as many points in dispute as possible. The Applicant will continue meetings and discussions with NHs with a view to including a further updated version of Protective Provisions at Deadline 7 (either agreed or with as much ground narrowed between the parties as is possible). The drafting points remaining in dispute will be identified in an Appendix to the Statutory Undertaker Tracker at Deadline 7.	

5 COMMENTS ON ANY FURTHER INFORMATION/ SUBMISSIONS RECEIVED BY DEADLINE 6

- 5.1 It is noted that the Statement of Reasons – Appendix B – Schedule of Negotiations (Final Issue F) **[REP6-039]** has been updated in respect of the NH plots only to remove reference to C-18/15. Despite indications to the contrary by the Applicant, no other NH plots have been removed. In addition, the Land Rights Tracker (Final Issue F) has not been updated Deadline 6 **[REP6-044]**.
- 5.2 The Applicant has updated the Statutory Undertaker Tracker (Final Issue E) **[REP6-121]**. In relation to NH, the current position column largely reflects NH's position and, importantly, confirms that the Protective Provisions included in the Deadline 6 version of the DCO are not agreed with NH. This remains the position. NH's preferred Protective Provisions are set out in **Appendix 1**.
- 5.3 Please see Table 3 below in which provides NH's response to the Applicant's comments on any Further Information or Submissions Received by Deadline 5 Final Issue A **[REP6-114]**

Table 3

REP6-114 Document 8.4.14: Applicant's Comments on any Further Information or Submissions Received by Deadline 5 submitted by the Applicant for Deadline 6 and NH Response for Deadline 7

Examination Library ID	Matter	Applicant's Comment	NH Response
REP5-253	BOOK OF REFERENCE SUBMITTED AT DEADLINE 4 2.1. As the Examining Authority are aware, the Book of Reference includes approximately 154 plots of land owned or occupied by NH in respect of which compulsory acquisition powers are sought. Those plots constitute land acquired by NH for the purpose of maintaining its statutory undertaking and are subject to section 127 of the Planning Act 2008. NH have undertaken a detailed plot-by-plot review and have discussed this with the Applicant. It is noted that three new NH interests have been added to the revised	Of the 154 identified plots, the parties have classified these as follows: - Plots to be removed from 4.3 Book of Reference [Revision E] because they have been de-trunked. The ('De-trunked Plots') - Plots of land over which Class 1 land take are sought within the adopted Strategic Road Network (for the purposes of highways works). The ('SRN Adopted Highway Plots') - Plots identified for acquisition of rights only for subterranean easement below the highway and Plots identified for acquisition of rights only for	It is noted that to date, no communications have been received from the Applicant in relation to the 3 new plots added to the 4.3 Book of Reference [Revision E] at Deadline 4. Engagement is awaited. In addition, no NH plots appear to have been removed from the Book of Reference [REP6-043]. The Applicant's comments in relation to Class 1 rights in the "lands" paragraph of its preferred PP's is noted. Whilst this restriction

Examination Library ID	Matter	Applicant's Comment	NH Response
	Book of Reference submitted at Deadline 4. NH are reviewing these plots and will liaise with the Applicant. 2.2. Within the land over which rights are sought, there are plots where NH's ownership is historic and the relevant roads have been detrunked, with ownership having passed to the local highway authority but the transfer not yet been registered at the Land Registry. The Applicant acknowledged that it would update the Book of Reference accordingly. Despite this acknowledgement, the Book of Reference submitted at Deadline 4 does not contain this update. 2.3. In addition, NH has consistently requested the removal of operational highway land from the Book of Reference for the reasons set out below. Discussions in relation to all items above are ongoing.	oversail over the highway. The ('OHL and UGC Plots') • Plots of land over which Temporary Possession powers were sought. The ('Temporary Possession Plots') • Plots of land which interact with the Lower Thames Crossing (LTC) proposals. The ('LTC Plots'). It is proposed that these plots are excluded from the protective provisions for National Highways and dealt with in the protective provisions in relation to the LTC Development Consent Order With reference to the 3 new plots added to the 4.3 Book of Reference [Revision E] at Deadline 4, the Applicant will continue to communicate with National Highways directly regarding changes to the underlying land plot numbers and/or spatial extents, where these land plots concern National Highways land interests. The Applicant is scheduled to contact National Highways regarding any further changes to the land plot numbers and/or spatial extents in respect of Deadline 6. 2.2 National Highway's interest in the de-trunked plots will be removed from the 4.3 Book of Reference [Revision E] subject to National Highways sign-off on a plot-by-plot basis. The Applicant and National Highways are in regular communication regarding the de-trunked plots, with a view to conclude this matter imminently and by the end of the examination.	is welcome, it is not sufficient on its own to ensure the safe operation of the public highway, because it would still allow the Applicant to exercise Compulsory Acquisition/Temporary Possession powers over the SRN, and over land in which NH has an interest falling within the other classes of land, without NH's consent. Instead, NH requires paragraph 20 to remain as per its standard PP's (see Appendix 1) and for the CA/TP articles to be referred to in Paragraph 7(2) of the PP's which provide a wider restriction against the Applicant using any powers of CA/TP without its consent.

Examination Library ID	Matter	Applicant's Comment	NH Response
		As set out below, the Applicant will include protective provisions in the Order which prevent the Class 1 land acquisition of any of the SRN adopted highway plots within the operational extent of the SRN, without National Highways' consent (see 'Lands' section towards the end of the protective provisions for National Highways in the Deadline 6 version of the Development Consent Order ((3.1 Draft Development Consent Order [Revision F])). National Highways have explained that they do not have registered title to or absolute certainty about all extents of adopted highway within the SRN, and accordingly, in order to ensure that as a fall-back position the Applicant could potentially acquire and dedicate any areas of disputed adoption/owner which are required for the highways works, it seems safest to keep these plots within the compulsory acquisition powers in the Order but provide that they cannot be acquired unless National Highways want them to be, which would only arise to rectify any title issues and ensure Project delivery.	
REP5-253	Compulsory Acquisition Is Not Necessary or Proportionate 2.4. Notwithstanding the on-going discussions, NH's position remains that compulsory acquisition of NH's operational land is not necessary or proportionate. NH's detailed review demonstrates that the proposed permanent land take falls into two categories where compulsory acquisition is not required. First, land which is NH's managed highway required for highway works or widening — such	2.4 - In relation to the first category identified i.e. class 1 land acquisition within the extent of the adopted SRN, the Applicant has confirmed their position on this above. In relation to the second category, we are not aware of any plots where highways works are proposed in land identified as owned by National Highways which is outside the adopted limits of the Strategic Road Network but if there were this would be caught by the same restriction in the protective provisions on the acquisition of Class 1 land, i.e. it can only be acquired with the consent of National Highways and is necessary to ensure that the highways works required for the Project can go	NH maintains its position that the exercise of compulsory acquisition powers (including temporary possession) is not necessary or proportionate. There are existing statutory powers available to the Applicant via NRSWA, the Electricity Act and the DCO which enable the Applicant to undertake the works. NH relies on its submissions made to the CAH3 Hearing

Examination Library ID	Matter	Applicant's Comment	NH Response
	works are authorised by the DCO subject to protective provisions ensuring NH approves the detail of those works. Second, land owned by NH required for Strategic Road Network ("SRN") widening which does not need to be acquired only to be transferred back to NH; access can be granted through protective provisions and by agreement. 2.5. The plots in both categories are either part of the SRN or land which NH owns that will become part of new SRN. Their inclusion in the Book of Reference is not necessary or proportionate as required by the Planning Act Compulsory Acquisition Guidance.	ahead but at all times in accordance with National Highways' approval. 2.5 – The inclusion of plots in both categories above in the 4.3 Book of Reference [Revision E] is both necessary and proportionate to ensure that all land required for the highways works and highways widening works is within either the Applicant's or National Highways' control. The fact that there will be no compulsory acquisition powers exercised in Class 1 land take without National Highways' consent means that they control any Class 1 land take within the Strategic Road Network (SRN), such that these powers will only be capable of being used by the agreement of National Highways where an issue arises over title or highways boundaries.	[REP6-154]. Please refer to our comments above in relation to Class 1 land take.
REP5-253	NRSWA Provides Adequate Statutory Powers 2.6. In relation to the acquisition of rights, the Applicant has statutory powers under section 50 of the New Roads and Street Works Act 1991 ("NRSWA") to install, maintain and repair apparatus in a public highway, including carriageway, verge and footway. Section 105 of the NRSWA confirms that references to "in" a highway include works, apparatus or other property under, over, across, along or upon it. The Applicant can therefore undertake the overhead line works without compulsory	2.6 and 2.7 It is the Applicant's understanding that National Highways have moved away from their initial assertion that the Applicant be given a licence under s50 of NRSWA. Licences under s50 of NRSWA are subjected to Schedule 3 paragraph 6(1) c, which provides that a licence under s50 is terminable on three months' notice in the event that National Highways consider necessary for the purpose of the exercise of its statutory function. This is unacceptable to the Applicant, who will not be able to divert their apparatus on three months' notice, given the design, consenting, land rights and construction implications relevant to diverting apparatus of this nationally significant nature. Accordingly, the Applicant seeks permanent land rights as acknowledged in National Policy Statement (NPS) EN-5 which is very clear that this is a multi-billion-pound	In relation to the underground cable crossings, NH is prepared to grant an easement by consent. Accordingly, compulsory acquisition is not necessary. This is an agreed position with the Applicant. In relation to the overhead lines, NH has set out its position in CAH3 and its summary of Oral Submissions and Update Note [REP6-154]. NH's principal position has always been that the Applicant should use

Examination Library ID	Matter	Applicant's Comment	NH Response
	acquisition, and the inclusion of these plots is not necessary or proportionate. 2.7. At the Compulsory Acquisition Hearing, the Applicant indicated that the issue of use of powers under section 50 of the NRSWA remains outstanding and that further discussions are required. As indicated above, this remains the case. 2.8. To the extent that any underground cable crossings may require an easement, NH is prepared to grant that by consent. Compulsory acquisition is not necessary.	critical national priority network project, where overhead line is supported as the starting point and the NPS is clear that permanent rights should be sought. Government could have added text to say that NRSWA could displace or substitution for the strongly preferred arrangements, it did not. • NPS EN-5 states: – ‘... <i>permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the nation’s net zero goals</i>’ – paragraph 2.6.4. However, the Applicant understands that National Highways have changed their position and are now asserting that provisions other than s50 NRSWA are applicable. The Applicant will therefore respond to these in their post hearing written submissions following Compulsory Acquisition Hearing 3. 2.8 The Applicant acknowledges that National Highways have confirmed that they are happy with the principle of the voluntary grant of an easement in the subsoil below the Strategic Road Network and will seek to negotiate the same with National Highways. Any such voluntary easement needs to provide the permanent land rights to retain the cable easement in accordance with NPS EN-5 (as referred to above). However, until the terms of an easement are agreed and either the easement is in place or an option for an	powers derived from NRSWA to undertake the works required for the overhead lines. NH does not accept the suggestion that it should be precluded from evolving its position and thinking in relation to the DCO. NH notes that despite assurances, NH is disappointed that no further meetings have taken place between NH and the Applicant since 18 June. NH's position remains as previously set out.

Examination Library ID	Matter	Applicant's Comment	NH Response
		easement, the Applicant requires compulsory acquisition powers as a fall back to ensure that the Project is deliverable and not delayed. Accordingly at this stage it is not correct from the Applicant's perspective to say that compulsory acquisition is not necessary.	
REP5-253	Serious Detriment to the SRN 2.9. Compulsory acquisition of NH's operational land could cause serious detriment to its undertaking. NH controls the freehold beneath the highway to the centre of the earth and to the heavens above, held for the benefit of its statutory undertaking. Without appropriate protections, any damage to the SRN or highway estate would require funding to rectify that is not within NH's budget, with no recourse to public funding for emergency works. It is not acceptable that apparatus is placed in, on, under or over the SRN through a DCO by disapplying the statutory protections available to NH.	2.9 We dispute National Highways' overarching assertion that they own the freehold beneath the highway to the centre of the earth and to the heavens above, which is sited without authority. It is commonly acknowledged that in the absence of contrary evidence that the ad medium filum rule would apply to the subsoil ownership of the highway (below the 'top two spits'), such that the subsoil of highway is owned to the mid-point of the highway by the adjoining land owners. Obviously, any such assumption can be refuted as a result of registered title ownership or the subsoil or other unregistered evidence of ownership. National Highways' control above the highway extends as far as relevant for the functional highway/zone of ordinary use (LB Southwark v TfL). There is no intention to disapply the statutory protections of the New Roads and Street Works Act 1991 (NRSWA) by the Applicant, however notwithstanding compliance with these requirements in relation to the functional highway boundary the Applicant needs both rights in the subsoil for underground cables beneath the highway (the principle of which is accepted by National Highways) and a permanent right to oversail the highway by easement above the functional highway boundary. This is not in itself in conflict with NRSWA and the parties could agree an easement or acquire compulsory acquisition powers in a way which still ensures the application of NRSWA.	See above.

Examination Library ID	Matter	Applicant's Comment	NH Response
REP5-253	Relief Sought 2.10. NH respectfully requests that the Examining Authority: (a) finds that compulsory acquisition is neither necessary nor proportionate given the Applicant's existing statutory powers under the NRSWA and the availability of access through protective provisions and agreement; (b) records that NH maintains its objection until satisfactory protective provisions and a side agreement are in place. 2.11. NH remains committed to engaging constructively with the Applicant and is prepared to assist in whatever way is reasonable to ensure the Authorised Development proceeds efficiently. However, the safety and integrity of the SRN must be protected, and the statutory tests for compulsory acquisition must be met.	The Applicant asserts that compulsory acquisition (CA) powers are necessary and proportionate and are required for the reasons identified above, i.e. that acquisition of rights beneath the highway in the subsoil are required (this is not disputed by National Highways) and until such time as rights are granted voluntarily. CA powers to secure them are required. The Applicant will work with National Highways to agree a voluntary easement in the subsoil, and this work is ongoing. The Applicant also asserts that notwithstanding compliance with the New Roads and Street Works Act 1991, that they require permanent rights for their critical Nationally Significant Infrastructure Project infrastructure to over sail the highway. Accordingly, the powers to CA rights are required. The powers to CA Class 1 land are also required for the reasons explained above but the Applicant agrees that these should be subject to National Highways' consent which is provided for in the protective provisions included for National Highways' benefit in the Deadline 6 version of the Order (3.1 Draft Development Consent Order [Revision F]). The Applicant notes National Highways' position in (b) and continues to seek regular engagement with National Highways to seek to resolve or narrow as far as possible the outstanding points. To the extent that it is not possible to reach full agreement with National Highways, the Applicant will submit a section 127/138 submission to address the statutory tests.	See above.

Examination Library ID	Matter	Applicant's Comment	NH Response
REP5-253	DRAFT DCO SUBMITTED AT DEADLINE 4 3.1. It is noted that the draft DCO has not been updated to address NH's concerns raised in its Relevant Representations [RR-2657] (paragraph 6), Written Representations [REP1-192] as further supplemented by its Deadline 2 comments [REP2-043] paragraph 2.5 and Table T1.2 (page 24 onwards) and nor have any amendments been made to reflect the discussion at ISH2 on 28 and 29 April [REP-343] save for the amendment to Requirement 4(1) which is welcomed (see page 2 and 4 of [REP-343]). NH's objections are not set out again to avoid repetition. NH's objections as previously stated remain.	NH's objections as previously set out are noted and have been responded to by the Applicant previously including in 8.4.1 Applicant's Comments on Relevant Representations [REP2-023] (Appendix T, including the further detail provided in Table T1.2 as well as in Table T1.1), 8.8.1 Applicant's Comments on Written Representations [REP2-029] (page 62), 8.4.8 Applicant's Comments on any Further Information or Submissions Received by Deadline 2 [REP3-070] (pages 141 – 149) and 8.5.7 Applicant's Written Summary of Oral Submissions to Issue Specific Hearing 2 [REP4-302] (Table 2.3, page 28). It is not clear that NH raise a new issue that requires a further additional response.	NH notes that, whilst the Applicant may have previously responded to NH's comments, the responses provided do not adequately address NH's concerns, and NH's concerns therefore remain outstanding as set out in NH's Deadline 6 Submission [REP6-155]. NH requires these points to be properly addressed. For ease of reference, NH's position is again set out above. It is noted that these points have not been addressed in the latest version of the dDCO [REP6-031].
REP5-253	COMMENTS ON LATEST STATUTORY UNDERTAKER TRACKER SUBMITTED AT DEADLINE 4 4.1. It is noted that the latest statutory undertaker tracker submitted for Deadline 4, sets out the recent meetings between the Applicant and NH. By way of an update, the Applicant shared updated draft protective provisions and a draft side agreement on 29 May. A further meeting is schedule for 18 June. NH note the comment in the	The Applicant confirms that updated protective provisions for National Highways will be included in 3.1 Draft Development Consent Order [Revision F] at Deadline 6. The Applicant confirms that in relation to 4.3 Book of Reference [Revision E] has been updated to remove the de-trunked plots.	The PP's contained in 3.1 Draft Development Consent Order [Revision F] [REP6-031] at Deadline 6 are not agreed. See Appendix 1. In addition, no NH plots appear to have been removed from the Book of Reference [REP6-043].

Examination Library ID	Matter	Applicant's Comment	NH Response
	tracker that "The parties are continuing to work together to resolve issues and arrange future meetings. As these protective provisions are under negotiation, the Applicant anticipates including them in the draft Order at Deadline 6". It is assumed that an updated Book of Reference will also be submitted at Deadline 6.		

5.4 NH's comments on the Applicants response on responses to ExAQ2: - TT2.2, TT2.4, TT 2.9, TT 2.10, TT 2.12 **[REP6-115]** are set out in Table 4 below.

Table 4

Examination Library ID	Matter	Applicant's Comments	NH Response
REP6-115 TT2.2	NH is unable to determine whether any/all concerns regarding specific PARs have been addressed until the trip generation, distribution, and assignment (and therefore the development traffic impact at all impacted SRN junctions) have been agreed. Further information and clarifications are required for NH to be able to agree the expected flows at the SRN junction and therefore to understand fully the impact of the proposed development. Therefore, NH may have concerns about the impacts and mitigation proposals at some of the SRN junctions which form part of the PARs.	The Applicant presented additional information to National Highways in March 2026. The Applicant issued a technical note covering trip generation and junction flows to National Highways consultants to provide the additional information requested. The Applicant held a meeting with National Highways on 1 July 2026 where any additional concerns on the trip generation, distribution and assignment, were discussed, with actions in place to close out comments.	In productive discussions with the Applicant, National Highways has explained that it is broadly content with the logic behind the methodology which the Applicant has employed to determine the construction trip generation, distribution and assignment, but it has not yet had visibility of the detailed calculations that were made and therefore it is still not possible for NH to agree with the forecast traffic flows at SRN junctions, nor whether the proposed mitigation is appropriate.

Examination Library ID	Matter	Applicant's Comments	NH Response
			The Applicant has agreed to share the detailed shapefiles and spreadsheet calculations to enable an understanding of how the forecast traffic volumes have been derived and these are expected shortly. NH will review these as quickly as possible once they have been received.
REP6-115 T2.4	NH has no comments about these updates. It should be noted, however, that NH is unable to agree the oCTMP fully until the impacts of the development on the SRN have been fully understood, as per the response to TT2.2 above.	The Applicant notes this comment. Please see response above.	See above.
REP6-115 TT2.9	The proposed parameters listed at 11.5.d are as follows: • HGV numbers and distribution • Exceedance of assessed volumes (or caps) • Non-compliance with routing or timing • Compliance with key mitigation e.g. avoidance of school start / finish (Stowupland) or shift times • Worker numbers • Car share ratios NH supports the proposal and considers the parameters listed above are appropriate to report on a quarterly basis. Once the impacts of the development are fully understood (as per the response to TT2.2 above), NH may request further measures to be added to the list.	The Applicant notes this comment. The Applicant has updated Section 6.2.7 in 7.3 Outline Construction Traffic Management Plan [Revision E] submitted at Deadline 6 to capture the detail of the quarterly report. Section 8.2.1 of 7.3 Construction Worker Travel Plan [REP5-151] provides an overview of the approach to the quarterly review of worker travel. The Travel Plan Coordinator (TPC) will collect data from the workforce regarding actual shift start and finish times quarterly during the construction programme, to capture potential differences in seasonality, and will collate, review and summarise the data to inform the monitoring review report. Additionally, car share ratios will be collated; from this, worker numbers additionally will be inferred. This information will be sent to the relevant LHA, at	NH welcomes the Applicant's comments and requests that this the information is provided to all relevant Highways Authorities, including National Highways, not just the LHAs.

Examination Library ID	Matter	Applicant's Comments	NH Response
		quarterly intervals, in the form of a monitoring review report.	
REP6-115 TT.10	The need for any caps on the number of HGVs is dependent on the impact of the development traffic. Therefore, from NH's perspective, any caps on HGVs would need to be agreed once the traffic impact on the SRN has been fully understood and agreed.	This is noted by the Applicant. The Applicant has committed to a monitoring and management approach in Section 5.4.18 and 5.4.18 in 7.3 Outline Construction Traffic Management Plan [Revision E]. The Main Works Contractor(s) will discuss with National Highways where appropriate.	National Highways welcomes the Applicant's Monitor and Manage approach in principle and has raised some comments in Section 7 this document.
REP6-115 TT.12	please explain the expectation for undertaking the remaining structural assessments on AIL routes and outline what measures will be taken, and how they are secured in the draft DCO, if structural assessments fail. National Highways NH have advised the applicant to submit its proposals via the formal ESDAL process as this is the most efficient and effective way in which to identify the structures which will need to be assessed. The passage of AIL's can be arranged in line with NH's usual processes for the notification for AIL movements on the network, with any resulting highway works authorised by way of an agreement, having followed the procedures in its template protective provisions. Accordingly, it is not clear why any measures required would need to be secured in the DCO, since the applicant will need to address them in order to be able to utilise those routes or, alternatively, use a different route.	Noted and agreed.	No further comment

6 TRAFFIC AND TRANSPORT - CONSTRUCTION IMPACTS

- 6.1 At Deadline 6, NH reported that a number of matters relating to the impact of the proposed development on the SRN remained unresolved and that further information was anticipated from the Applicant. This position has not changed since Deadline 6, and this is reflected on the agreed SOCG which is expected to be submitted by the Applicant at Deadline 7.
- 6.2 The following matters are unresolved to NH's satisfaction:
- (a) A Road Safety Audit (RSA) brief for the proposed changes at Copdock Roundabout (A14 Junction 55) has not yet been provided. The RSA1 must be completed and endorsed by NH before the proposals can be agreed.
 - (b) WCHARs (or exemption notes) and GG104 Safety Assessments were provided to NH late on Friday 10 July and are being reviewed by NH.
 - (c) The trip distribution/assignment for the construction traffic is yet to be fully understood and agreed, and therefore so is the modelling. As a consequence, there may be required mitigations that are not yet known.
 - (d) Information regarding expected construction traffic flows at M25 J28, M25 J29 and M11 J8 was provided by the Applicant late on Friday 10 July and is being reviewed. Further information has been requested by AECOM (on behalf of NH) to enable to review to be completed.
 - (e) NH are awaiting further information/ evidence of how additional trips at the A120 Galleys Corner junction have been calculated, so that this can be verified. In addition, further clarifications raised by AECOM (on behalf of NH) are outstanding with regard to traffic flows between the various junctions at/ around Galleys Corner. Once agreed, the VISSIM modelling can be undertaken. It is now unlikely that the modelling at this critical SRN location will be completed before the close of the Examination.
 - (f) The modelling results for A12 Junction 25 have not yet been provided to NH so the impact at this location cannot be determined.

Construction Traffic Volumes

- 6.3 From NH's perspective, reliable and robust construction traffic forecasts are crucial to ensure the junction modelling is representative of the likely impacts at SRN junctions and enables the effectiveness of the proposed mitigation to be determined. Whilst National Highways is broadly content with the logic behind the methodology which the Applicant has employed to determine the construction trip generation, distribution and assignment, it has not yet had visibility of the detailed calculations that were undertaken. Therefore, it is still not possible for NH to agree with the forecast traffic flows at SRN junctions, nor whether the proposed mitigation is appropriate.
- 6.4 The impact of construction traffic associated with the Norwich to Tilbury (N2T) project has been assessed by the Applicant at 16 junctions on the SRN using industry standard junction modelling software. Of these 16 junctions, the base year modelling undertaken by the Applicant has been fully agreed by NH for 14 of those junctions. For the two junctions where the base year modelling has not been agreed, please refer to paragraphs 6.10-6.12 below.

- 6.5 For the 14 junctions where base modelling has been fully agreed, the future year modelling for these junctions has not yet been agreed by NH, as the methodology used to derive the construction vehicle demand matrices included within the models is not yet fully understood. In particular, further clarification is required on the relationship between the forecast construction vehicle demand across the project and the number of Heavy Goods Vehicles (HGV) assigned to each junction, as well as the methodology used to derive the turning movements allocated to construction traffic within the junction models. An additional junction, A12 was not modelled initially, but this is now being assessed (see Paragraph 6.13 below)
- 6.6 NH has requested the detailed spreadsheet calculations (and shapefiles) from the Applicant to enable an understanding of how the forecast traffic volumes have been derived; however, these have not yet been provided.
- 6.7 In view of the timescales for the closure of the Examination, NH proposes an alternative approach to dealing with the potential construction impacts at the identified sensitive SRN junctions. However, in the absence of agreed forecasts and mitigation measures, and given the constraints on time, NH has appended its analysis at Appendix 3, along with providing an explanation and required solution (set out in Paragraphs 6.8 to 6.13 below) so as to ensure that appropriate controls are in place to safeguard the safe and efficient operation of the SRN during the proposed development's four-year construction period. Given the time constraints, NH has not had the opportunity to discuss its proposed approach with the Applicant in advance of this submission. NH remain open to further discussions with the Applicant in this regard.

Sensitive SRN Junctions Analysis

- 6.8 A review of the modelling results provided by the Applicant for the “Future Base + Committed Developments” scenario and the “Future Base + Committed Developments + N2T Construction Traffic” scenario has been undertaken to determine whether a junction could be considered to be “sensitive” to changes in the traffic demand. A junction has been considered to be “sensitive” if the reported Ratio of Flow to Capacity (RFC) is shown to be 0.85 or greater (for unsignalised junctions) or if the reported Degree of Saturation (DoS) is shown to be 90% or greater (for signalised junctions). These measures are generally accepted as the point at which a junction becomes congested and that safe operation becomes a concern. This assessment has only considered the arms and links of junctions that are part of the SRN.
- 6.9 A comparison was then undertaken between the “Future Base + Committed Developments” scenario and the “Future Base + Committed Developments + N2T Construction Traffic” scenario to understand the impact that the proposed construction traffic (as forecast by the Applicant) would have on the operation of the 14 agreed SRN junction models. Based on the differences observed between these two scenarios, professional judgement was made as to whether mitigation is likely to be required at each of the junctions. This judgement has also been reviewed against the scope of mitigation proposed by the Applicant.
- 6.10 There are two junctions for which the base model is not yet fully agreed. These are **Site 46** and **Site 48**.
- 6.11 In relation to **Site 48**, a commitment has been made by the Applicant to utilise a microsimulation model (VISSIM) to assess the impact of construction traffic at the A120 / Long Green / B11018 / Cressing Road (Galley's Corner) roundabout. The assessment of the impact of construction traffic at this junction will be determined following the junction modelling exercise, although this is not now expected until after the close of the Examination.

- 6.12 In relation to **Site 46**, the geometry and build of the local junction model for Site 46 (A12 Junction 26) is agreed. However, there are concerns regarding the base year traffic flows used within the model. The traffic surveys were undertaken during a period of significant construction work on the A12 at and around A12 Junction 26 and, therefore, the volume of traffic using this junction at the time of the survey may not be representative of typical traffic conditions. As such, it is not yet possible to have confidence in the future year modelling results at this junction.
- 6.13 In addition, following the cancellation of the A12 widening major project in October 25, which incorporated enhancements at **A12 J25**, the Applicant is currently assessing the proposed development's impacts at this location with a local junction model. The results of this exercise have not yet been provided to NH, and it is expected that agreement on the position at this junction is unlikely to be achieved before the close of the Examination.

Traffic Caps

- 6.14 The table in **Appendix 3** summarises the findings of the above analysis, with the final column summarising NH's position regarding how traffic at each of the locations should be managed to ensure safe operation. In most cases, NH asserts that a cap on the volume of construction traffic, set at the level forecast by the Applicant, should be enforced. At these locations, the junctions have been adjudged by NH to not be sensitive, not require mitigation, or that the Applicant's proposed mitigation is sufficient - **in all cases, for the level of additional traffic that is forecast**. Therefore, it is appropriate to cap the construction traffic volumes at these levels.
- 6.15 In the following cases, either the proposed traffic cap approach is not appropriate, or further information is required at the present time before an approach can be agreed:
- A47/Ipswich Road (**Site 1**) – this is adjudged to be a sensitive junction that requires mitigation. However, it is not possible to model the effectiveness of the proposed mitigation (additional signage). In the interests of taking a pragmatic approach that enables the construction to proceed, NH propose a **strict “monitor and manage” regime at this junction with trigger for intervention before the junction becomes too congested**.
 - A12 Junction 26 (**Site 46**), A12 Junction 29 (**Site 38**) and A120 Galley's Corner (Site 48) – **no construction traffic should be allowed to use these junctions until further modelling is undertaken and mitigation agreed, if required**. Following this, caps can be agreed.
 - A1089 Asda Roundabout (**Site 89**) and M25 Junction 30 (**Site 90**) are sensitive locations – NH awaits further information from the Applicant to enable a decision on whether construction traffic can be capped at the forecast levels or whether further modelling and/or mitigation is required. **Until then, no construction traffic should be allowed to use these junctions**.

7 OUTLINE CONSTRUCTION TRAFFIC MANAGEMENT PLAN

- 7.1 An updated Outline Construction Traffic Management Plan ("oCTMP") was submitted at Deadline 6 **[REP6-082]**. NH has reviewed the document and welcomes the inclusion of a "monitor and manage" approach to construction traffic. However, NH requires additional safeguards in view of the uncertainties surrounding the traffic flows and potential impacts (as described in Section 6 above), to ensure the continued safe operation of the SRN.
- 7.2 In paragraph 5.4.20 of the oCTMP, it is stated that 'a cap on vehicle numbers is not considered necessary'. At this stage, this statement cannot be agreed by NH, for the reasons explained above.
- 7.3 Additional junctions may need to be added to Table 5.10 of the oCTMP, depending on the outcome of the junction capacity modelling, including Galleys Corner (and surrounding junctions), A12 Junction 25 and A1089 Asda Roundabout
- 7.4 NH notes that in paragraph 6.2.7 of the oCTMP, there is an "s" missing from "National Highways".
- 7.5 NH considers that reporting on a quarterly basis is insufficiently frequent and that reporting should be undertaken on a monthly basis due to the uncertainty surrounding forecast traffic flows and impacts on SRN junctions as described in Section 6 above.
- 7.6 In paragraph 6.3.1 of the oCTMP, the process for implementing corrective actions should there be an incidence of non-compliance with the CTMP involves consultation with the relevant highway authority. NH welcomes the inclusion of this process in the oCTMP but considers that this does not go far enough in view of the concerns with the trip generation and distribution/assignment methodology and traffic modelling. To ensure that the traffic volume caps (as proposed in **Appendix 3** and described above) are managed effectively at the sensitive SRN junctions and that appropriate mitigation measures are implemented if required, these measures need to be **agreed** with NH. Further, NH requires that timescales are specified for the completion of each stage. These need to be reasonable from the contractor's perspective but also need to recognise the need for pace and agility to address safety concerns on the highway network.
- 7.7 Section 6.4.1 (final bullet point) states that '*Construction HGV movements above those included within the Transport Assessment (document reference 7.11) and the Environmental Statement Appendix 16.4 - Traffic and Transport Construction Effects (document reference 6.16.A4) to be reported within the three month look ahead*' would be reported as a non-compliance. This is welcomed by NH. However, reference should also be made in this section to vehicle caps and monitoring.
- 7.8 Further, Requirement 4 (1) in the DCO, states that the final CTMP (b) must be approved by the local planning authority. Whilst it is expected that NH would be consulted on this as per usual practice, this does not provide NH sufficient control over the safe operation of the SRN, given the construction traffic forecasts and potential impact on sensitive junctions is not agreed and is unlikely to be agreed by the close of the Examination. Accordingly, the following wording in red should be included in Requirement 4(1)" so that Requirement 4(1) reads: -

4. Construction Management Plans

*(1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority (following consultation with Natural England in the case of the landscape and ecological management plan, the Environment Agency in the case of the code of construction practice and, where relevant in the context of the operation of the local and or strategic road network, the relevant highway authority) **save that the construction traffic management plan referred to in (b) below must also be approved by National Highways.***

The relevant plans are—

- (a) code of construction practice (which must be substantially in accordance with the outline code of construction practice);*
- (b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan);*
- (c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan);*
- (d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan)*

- 7.9 This will provide NH with the necessary assurance that appropriate caps are in place at sensitive junctions and documented in the CTMP, that the modelling of A120 Galley's Corner and its environs and at the A12 Junction 25 has been completed and any mitigation measures required are agreed, that the outstanding issues at A12 Junction 26, A123 Junction 29, M25 Junction 30 and the A1089 Asda Roundabout are resolved, and that the processes for monitoring and managing the traffic, and, critically, for implementing corrective measures, are sufficiently robust.
- 7.10 NH considers that this is necessary due to the outstanding concerns it has over the forecast construction traffic flows and modelling. However, this is intended to provide a pragmatic and proportionate solution that would enable NH to withdraw a number of its significant objections to the proposed DCO.

APPENDIX 1

Amendments to Protective Provisions in the dDCO

PART 5

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application etc.

~~1.~~ 1. (1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) For the avoidance of doubt, the provisions of this Part of this Schedule do not apply for the protection of the LTC undertaker in relation to the LTC plots.

(3) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all National Highways' statutory functions.

~~(4) This Part of this Schedule does not apply to any works or activities that are regulated by the provisions of Part 3 of the 1991 Act or articles 11(1) (street works), 14(1) (power to alter layout, etc. of streets), 17(1) (access to works) and 49 (traffic regulation) of this Order.~~

(2) Interpretation

~~2.~~ 2. (1) Where the terms defined in this Part of this Schedule are inconsistent with the terms defined in article 2 (*interpretation*) of this Order the former prevail.

~~(2)~~ (2) In this Part of this Schedule—

“as built information” means one electronic copy of the following information where National Highways deems necessary—

- ~~(a)~~ (i) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;
- (b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);
- (c) product data sheets and technical specifications for all materials used;
- (d) as constructed information for any utilities discovered or moved during the works;
- (e) method statements for the works carried out;
- (f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the specification for highway works or any replacement or modification of it;
- (g) organisation and methods manuals for all products used;
- (h) as constructed programme;
- (i) test results and records as required by the detailed design information and during construction phase of the project;
- (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;
- (k) the health and safety file; and
- (l) such other information including CCTV surveys as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's *Asset Data Management Manual* as is in operation at the relevant time or any successor of it including CCTV surveys.

“bond” means a bond in the form annexed hereto at Annex 1 (or substantially in such form) duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed);

“the bond sum” means 200% of the cost of carrying out the phase of the specified works (to include all costs plus any commuted sum for such phase), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of:

- a) ~~(a)~~ a bond; or
- b) ~~(b)~~ a cash surety; or
- c) ~~(c)~~ where agreed by National Highways a combination of a bond and cash surety;

“cash surety” means a cash deposit to be paid by the undertaker into an account specified by National Highways;

“commuted sum” means such sum calculated as provided for in paragraph 16 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets, structures or apparatus provided under the Order;

“condition survey” means a survey of the condition of National Highways structures and assets that in the reasonable opinion of National Highways may be affected by the specified works and further to include a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by a specified work;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

“defects period” means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

“detailed design information” means such of the following drawings specifications and calculations as are relevant to the specified works—

- (a) site clearance details;
- (b) boundary, environmental and mitigation fencing;
- (c) road restraints systems and supporting road restraint risk appraisal process assessment;
- (d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;
- (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
- (f) pavement, pavement foundations, kerbs, footways and paved areas;
- (g) traffic signs and road markings;
- (h) traffic signal equipment and associated signal phasing and timing detail;
- (i) road lighting (including columns and brackets);
- (j) regime of California Bearing Ratio testing;
- (k) electrical work for road lighting, traffic signs and signals;
- (l) motorway communications as required by DMRB;
- (m) highway structures and any required structural approval in principle;
- (n) landscaping;
- (o) proposed departures from DMRB standards;
- (p) walking, cycling and horse riding assessment and review report;
- (q) stage 1 and stage 2 road safety audits and exceptions agreed;
- (r) utilities diversions;
- (s) topographical survey;
- (t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
- (u) health and safety information including any asbestos survey required by GG105 or any successor document; and
- (v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“DBFO contract” means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that

may be current at the relevant time;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“final certificate” means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 14Q;

“the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

“highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract;

“LTC plots” means [];

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“phase” means that part of the specified works which is to be carried out in separate phases in the areas identified as Work Nos. [] on the works plans or such other phasing arrangements agreed between the undertaker and National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“provisional certificate” means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 10 when it considers the specified works are substantially complete and may be opened for traffic;

“road safety audit” means an audit carried out in accordance with the road safety audit standard and “road safety audits shall be construed accordingly”;

“road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and “road space bookings shall be construed accordingly”;

“specification for highways works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network or any successor of it;

“specified works” means so much of any work, including highway works, street works, surveys and signalisation, authorised by this Order including any maintenance of that work, as is undertaken in on under or over the strategic road network or land in which National Highways has an interest and “specified work” shall be construed accordingly;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures, drainage infrastructure, street furniture, verges and vegetation and all other highway assets together with all land, apparatus and rights located in, on, over or under the highway;

“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991 (or such updated or revised legislation as may come into force from time to time); and

“winter maintenance” means maintenance of the road surface to deal with snow and ice.

General

3. In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 16 but for the purposes of any approvals required under this Part of Schedule 16 the undertaker shall liaise directly with National Highways.

4. Notwithstanding the limits of deviation permitted pursuant to article 5 of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in ~~on~~ under or over the strategic ~~4~~-road network unless such works are agreed in writing with National Highways at the absolute discretion of National Highways.

5. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals and security

~~7.~~ 7.(1) ~~Save in respect of~~ The specified works must not commence until—

- (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
- (b) the programme of works has been approved by National Highways;
- (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
 - (i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);
 - (ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;
 - (iii) the identity and qualifications of the contractor and nominated persons;
 - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and
 - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding or any successor document;
- (d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
- (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph ~~(e)(v)~~ (c)(v) above;
- (f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;
- (g) the undertaker has agreed the estimate of the commuted sum with National Highways;
- (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;
- (i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant;
- (j) any further information that National Highways may reasonably request within 14 days of the submission of the detailed design of a specified works has been supplied to National Highways; and
- (k) a condition survey and regime of monitoring has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

- (a) article 1 [] (maintenance of authorised development);
- (b) article 1 [] (street works)
- (c) article 1 [] (power to alter layout, etc. of streets);
- (d) article 1 [] (permanent stopping up of streets, rights of way and rights of access);
- (e) ~~(a)~~ article 16 [] (temporary closure stopping up of streets and public rights of way and rights of access);
- (f) article 1 [] (access to works)
- (g) article 1 [] (traffic regulation);
- (h) ~~(b)~~ article 20 [] (discharge of water);
- (i) ~~(e)~~ article 24 [] (protective works to buildings);
- (j) ~~(d)~~ article 22 [] (authority to survey and investigate the land);
- (k) article 1 [] (compulsory acquisition of land);
- (l) article 1 [] (compulsory acquisition of rights);
- (m) article 1 [] (extinguishment and suspension of private rights)
- (n) article 1 [] (use of subsoil under or airspace over streets)
- (o) article 1 [] (temporary use of land by [NGN])
- (p) article 1 [] (temporary use of land for carrying out the authorised development);
- (q) article 1 [] (temporary use of land for maintaining the authorised development); or
- (r) article 1 [] (felling or lopping trees) of this Order.

over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such

exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph ~~(2)~~(2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under ~~sub-paragraphs~~sub- paragraphs (1) or ~~(2)~~(2).

(4) Any approval ~~or consent~~ of National Highways required under this paragraph—=

- (a) must not be unreasonably withheld;
- (b) must be given in writing; and
- (c) may be subject to any conditions as National Highways considers necessary;~~+~~
- ~~and (d)~~

(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph ~~7(1)~~7 of this Part.

(7) Any reference to deemed consent in any of the articles of this Order shall not apply to any application for consent, agreement or approval required or contemplated to be given by National Highways.

Construction of the specified works

~~8.—~~8.(1) The undertaker must give National Highways 3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways~~—provided that nothing in this paragraph 8(1) shall prevent the undertaker from commencing a specified work pursuant to a road space booking that has been secured from National Highways in accordance with paragraph 8(2).~~

(2) The undertaker must comply with National Highways' road space booking procedures when booking ~~(2)~~road space on the strategic road network prior to and during the carrying out of the specified works and no

specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

- (a) the relevant detailed design information and programme of works approved pursuant to paragraph ~~7(1)~~ ~~(a)~~ 7 above or as subsequently varied by agreement between the undertaker and National Highways;
- (b) the DMRB, the Manual of Contract Documents for Highway Works, including the specification for highway works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and
- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways. For the avoidance of doubt no approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the Construction (Design and Management) Regulations 2015.

(4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out a Specified Work.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the

undertaker by National Highways) to gain access to the specified works pursuant to the Order including all land in which National Highways has an interest for the purposes of inspection and supervision of the specified works.

(6) If any part of the specified works is constructed—

- (a) other than in accordance with the requirements of this Part of this Schedule; or
- (b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 28 days of demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(11) Until such time that National Highways issues the provisional certificate the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 7(1)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying

out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

~~9.~~9.(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

- (a) the checking and approval of the information required under paragraph ~~7(4)~~7;
- (b) the supervision of the specified works;
- (c) [contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor];the checking and approval of the information required to determine approvals under this Order;
- ~~(d)~~ where relevant, all costs in relation to the transfer of any land required for the specified works;
- ~~(e)~~ (d)—all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)—~~(d)~~(d); and
- ~~(f)~~ (e)—any value added tax which is payable by National Highways in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the NH costs”.

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (the excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph ~~(4)~~2 above within 91 days of the issue of the provisional certificate issued pursuant to paragraph 10(4).

(6) Within 28 days of the issue of the final account:

- (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;
- (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in ~~(7)~~force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate

~~10.~~ 10.(1) Following the completion of any phase of the specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable:

- (a) inspect the specified works; and
- (b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

- (a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;
- (b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph ~~(3)(b)~~ (3)(b) have been completed to the satisfaction of National Highways;
- (c) the as built information has been provided to National Highways; and
- (d) ~~in respect of any specified works captured by paragraph 67(2)~~ the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) Following the issue of the provisional certificate, National Highways shall reduce the bond sum relevant to the phase in writing to 20% of the total bond sum for that phase provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum for any phase (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with any of the specified works.

(6) ~~†~~The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Opening

~~11.~~ ~~(†)~~11. Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

~~12.~~ 12.(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its

approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the phase of specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to paragraph ~~12(†)~~ 12 indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted and such programme as National Highways may require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme pursuant to paragraph (2)12(2) or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover on written demand any expenditure from the undertaker it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the ~~re-surveys~~re-surveys pursuant to paragraph ~~12(4)~~12 give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover on written demand any expenditure from the undertaker it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

Defects Period

~~13.~~ 13.(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period for the relevant phase. All identified defects must be remedied in accordance with the following timescales—

- (a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);
- (b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and
- (c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the issuing of the provisional certificate National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

~~14.~~ 14.(1) The undertaker must apply to National Highways for the final certificate for each phase of the specified works no sooner than 12 months from the date of the provisional certificate for that phase.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:

- (a) inspect the strategic road network; and
 - (b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.
- (3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2).
- (4) When National Highways is satisfied that:
- (a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and
 - (b) the NH costs have been paid to National Highways in full;

~~(c)~~ National Highways must issue the final certificate and upon the issue of the final certificate the bond sum for that phase is released in full provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(5) The undertaker must pay to National Highways within 28 days of demand the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph ~~14.0~~.

Security

~~15.~~ 15.(1) No phase of the specified works must not commence until the undertaker procures that the specified works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule.

(2) If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving ~~5 business days~~² notice to the undertaker to ~~allow the undertaker to rectify any breach to~~ use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works.

Commuted sums

16. —(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum in respect of each phase prior to the issue of the provisional certificate for that phase.

Insurance

17. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £50,000,000.00 (50 million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

Indemnity

~~18.~~ 18.(1) The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways ~~directly~~ arising from or in connection to the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 14 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways ~~notify the undertaker upon receipt of any claims, charges, costs, expenses, liability or losses referred to in subparagraph (1);~~

~~(2) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without first seeking comments from the undertaker to its validity and as to the amount of the settlement and considering the same; and~~

~~(3)~~ (2) The undertaker's duty to indemnify National Highways pursuant to paragraph 18(1) above shall apply in full and further the undertaker's duty to indemnify shall continue in full force and effect until all such claims have been determined, settled and discharged and National Highways reimbursed in full notwithstanding the issue of the final certificate for any phase or the final phase of specified works.

Maintenance of the specified works

~~19.~~ 19.(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured ~~provided that nothing in this paragraph 19(2) shall prevent the undertaker from undertaking emergency maintenance works in accordance with section 57 of the New Roads and Street Works Act 1991.~~

(3) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days² in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph ~~14~~ shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

20.(1) Following the issue of the final certificate pursuant to paragraph 14(4) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works.

(2) If the undertaker receives notice under sub-paragraph 20 then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

(3) 20. The undertaker must not under the powers of this Order:

(a) to acquire ~~Class 4 or use~~ land forming part of: ~~or~~

(b) acquire new or existing rights over; or

(c) ~~(b)~~ seek to impose or extinguish any restrictive covenants ~~{which conflict with the use of the strategic road network}~~ over;

~~(e) any part of the strategic road network or land owned by National Highways, or~~ extinguish any existing rights of or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk ~~save for the avoidance of doubt these provisions do not apply to, with the exclusion of 20 (b) above, Article 25 (acquisition of rights) which may be exercised without the consent of National Highways.~~

(4) Where any land or interest is proposed to be acquired pursuant to this Order for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article [] (compulsory acquisition of land) and article [] (compulsory acquisition of rights and imposition of restrictive covenants) as applied by articles [] (application of the 1981 Act) and article [] (modification of the 2017 Regulations) of this Order to directly vest in National Highways any such land or interest

Expert Determination

~~21. 21.~~—(1) Article ~~62~~ [] (*arbitration*) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be ~~to be~~ received by the expert within 7 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article ~~62~~ [] (*arbitration*).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

APPENDIX 2

Amendments to the Requirements in the dDCO

Requirement	Amendments to Drafting (in red)	Comments
4.	<i>(1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority (following consultation with Natural England in the case of the landscape and ecological management plan, the Environment Agency in the case of the code of construction practice and, where relevant in the context of the operation of the local and or strategic road network, the relevant highway authority) save that the construction traffic management plan referred to in (b) below must also be approved by National Highways.</i> <i>The relevant plans are—</i> <i>(a) code of construction practice (which must be substantially in accordance with the outline code of construction practice);</i> <i>(b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan);</i> <i>(c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan);</i> <i>(d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan)</i>	See paragraph 7.5 above
7. Construction Hours	<i>(1) Subject to sub-paragraphs (2) to (5) work may only take place between the hours of 07.00 and 19.00 Monday to Friday and 07.00 and 17.00 on Saturdays, Sundays, bank holidays and other public holidays (the core working hours), unless otherwise</i>	See above

Requirement	Amendments to Drafting (in red)	Comments
	approved by the relevant planning authority (in consultation with NH where any work affects the Strategic Road Network or land NH have an interest in). (2) No percussive piling works may take place outside of the hours of 0700 to 1900 Monday to Friday and 0700 to 1700 on Saturdays, unless otherwise approved by the relevant planning authority (in consultation with NH where any work affects the Strategic Road Network or land NH have an interest in).	
8. Retention and removal of trees, woodland and hedgerows	(1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development may commence until, for that stage, a plan showing the trees, groups of trees, woodlands and hedgerows to be retained and/or removed during that stage has been submitted to and approved by the relevant planning authority (in consultation with NH where any trees, groups of trees, woodlands and hedgerows affects the Strategic Road Network or land NH have an interest in) ... (4) All trees, groups of trees, woodlands and hedgerows shown on the relevant plan for that stage of the authorised development must be retained and/or removed in accordance with the relevant plan as approved under sub-paragraph (1) for that stage of the authorised development, unless otherwise agreed by the relevant planning authority (in consultation with NH where any trees, groups of trees, woodlands and hedgerows affects the Strategic Road Network or land NH have an interest in).	As per NH's comments on Article 50, if works undertaken to trees, woodlands or hedgerows affect any NH BNG commitments a replacement trees or hedgerows would need to be provided to satisfy that existing commitment at a location to be agreed. NH would therefore want to be consulted on the proposals
9. Reinstatement planting plan	(1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development may be brought into operational use until, for that stage, a reinstatement planting plan for trees, groups of trees, woodlands and hedgerows to be reinstated during that stage has been submitted to and approved by the relevant	As per NH's comments on Article 50, if works undertaken to trees, woodlands or hedgerows affect any NH BNG commitments a replacement trees or hedgerows would need to be provided to satisfy that existing commitment at a location to be agreed. NH would therefore want to be consulted on the reinstatement planting proposals.

Requirement	Amendments to Drafting (in red)	Comments
	planning authority (in consultation with NH where the reinstatement planting affects the Strategic Road Network or land NH have an interest in)..... (5) All reinstatement planting works approved under sub-paragraph (1) must be carried out in accordance with the approved reinstatement planting plan for that stage of the authorised development, unless otherwise approved by the relevant planning authority (in consultation with NH where any reinstatement planting works affect the Strategic Road Network or land NH have an interest in). (7) Any trees or hedgerows planted as part of an approved reinstatement planting plan that, within a period of five years after planting (or such other period as is specified in the landscape and ecological management plan approved pursuant to requirement 4), are removed, die or become in the opinion of the relevant planning authority seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless otherwise approved by the relevant planning authority (in consultation with NH where any reinstatement planting works affect the Strategic Road Network or land NH have an interest in).	
10. Reinstatement schemes	(1) Subject to sub-paragraphs (2) and (3), any land within the Order limits which is used temporarily for construction is to be reinstated to a condition suitable for its former use, or such condition as the relevant planning authority may approve, within 21 months 6 months of completion of the construction of the stage of authorised development for which it was required, or such further time as may be approved by the relevant planning authority (in consultation with NH where any work affects the Strategic Road Network or land NH have an interest in).	NH seek the reinstatement of the A120 verge within 6 months following the use of the access ceasing. This is in the interest of maintaining the safe and efficient operation of the SRN. 21 months is an unreasonably long period. Inclusion of the drafting in red would address NH's concern.

APPENDIX 3

NORWICH TO TILBURY - SENSITIVE SRN JUNCTIONS ANALYSIS AND PROPOSED CONSTRUCTION TRAFFIC CAPS

Site	Junction Name	AM Peak Hr Forecast N2T Traffic				PM Peak Hr Forecast N2T Traffic				Sensitive in Future Baseline + Committed Development Scenario? (SRN Only)	Sensitive with development traffic (SRN Only)	NH's view on mitigation requirements as a result of the proposed development trips	Mitigation Proposed by National Grid (Table 5.10 - Outline Construction Traffic Management Plan Revision E)	Mitigation Modelled?	Mitigation Effective against N2T impacts?	Proposed Cap
		HGV*	Light*	Total Veh*	PCU	HGV*	Light*	Total Veh*	PCU							
Site 1	A47 / Ipswich Road	51	130	181	231	44	131	175	220	No	Yes	Required	Temporary signage to warn general traffic of peak hour congestion	No	N/A	Modelling not appropriate. Strict Monitor & Manage required with trigger for intervention before junction becomes too congested.
Site 12	A11 Thetford Bypass / A134 / A1066 (Mundford Road) Roundabout	25	41	66	90	23	43	66	90	Yes	Yes	Not required	No	N/A	N/A	90/90 PCUs
Site 21	A14 Junction 50	35	90	125	161	32	95	127	159	No	No	Not required	No	N/A	N/A	161/159 PCUs
Site 26	A14 Junction 52	21	101	122	142	20	55	75	96	No	No	Not required	No	N/A	N/A	142/96 PCUs
Site 29	A14 Junction 55				565				621	Yes	Yes	Required	Change to lane and destination arrow markings on the A1214 and A12 approaches to the roundabout, and on the circulatory carriageway	Yes	Yes	565/621 PCUs
Site 36	A12 / Ipswich Road junction	16	73	89	104	15	61	76	90	No	No	Not required	No	N/A	N/A	104/90 PCUs
Site 38	A12 Junction 29				256				255	Yes	Yes	Required	Further discussions to be undertaken with LHA/NH. The proposed mitigation is to be agreed with the LHA and finalised within the CTMP	No	N/A	0 PCUs (subject to further mitigation modelling)
Site 39	A120 / Bentley Road	43	70	113	156	40	103	143	183	No	No	Required due to existing junction design (access constraints as opposed to capacity constraints)	Widening of junction bellmouth and lengthening of merge taper onto A120 NB mainline	Yes	N/A	156/183 PCUs

Site	Junction Name	AM Peak Hr Forecast N2T Traffic				PM Peak Hr Forecast N2T Traffic				Sensitive in Future Baseline + Committed Development Scenario? (SRN Only)	Sensitive with development traffic (SRN Only)	NH's view on mitigation requirements as a result of the proposed development trips	Mitigation Proposed by National Grid (Table 5.10 - Outline Construction Traffic Management Plan Revision E)	Mitigation Modelled?	Mitigation Effective against N2T impacts?	Proposed Cap
Site 40	A12 Junction 28 (North Roundabout)	13	38	51	64	11	61	72	83	No	No	Not required	No	N/A	N/A	64/83, 165/147 PCUs
	A12 Junction 28 (South Roundabout)	27	113	140	165	24	100	124	147							
Site 46	A12 Junction 26				122				121	No - however the base traffic flows have not been agreed	No - however the base traffic flows have not been agreed	Unable to comment due to outstanding issues regarding baseline traffic flow inputs	Signal Optimisation	No	N/A	0 PCUs (subject to further modelling)
Site 47	A120 Coggeshall Road / Great Tey Road	7	20	27	35	7	22	29	35	No	No	The junction has only been modelled with the proposed left-in/left-out arrangement in place. On this basis, no further mitigation is required.	National Grid is proposing further discussions to be undertaken with Local Highway Authorities /National Highways. AECOM notes that a left-in/left-out arrangement for construction vehicles is proposed at this junction.	N/A	N/A	35/35 PCUs with left in/ left out mitigation in place
Site 48	A120 / Long Green / B11018 / Cressing Road junction (Galleys Corner)	45	126	171	215	42	105	147	188	Vissim modelling to be undertaken	To be determined by the Vissim modelling outcomes	To be determined by the Vissim modelling outcomes	Further discussions to be undertaken with LHA/NH. The proposed mitigation is to be agreed with the LHA and finalised within the CTMP	To be determined by the Vissim modelling outcomes	To be determined by the Vissim modelling outcomes	0 PCUs(subject to further modelling)
Site 56	A120 / A131 / Pod's Brook Road (Panners/Great Notley) (North roundabout)	14	142	156	171	13	40	53	67	No	No	Not required	No	N/A	N/A	171/67, 238/134 PCUs
	A120 / A131 / Pod's Brook Road (Panners/Great Notley) (South roundabout)	31	177	208	238	30	75	105	134							
Site 62	A12 Junction 15 (North Roundabout)	45	90	135	181	43	93	136	181	No	No	Not required	No	N/A	N/A	181/181, 146/146 PCUs
	A12 Junction 15 (South Roundabout)	38	68	106	146	40	67	107	146							
											Yes. However, only a minor impact is reported	Potentially required.				

Site	Junction Name	AM Peak Hr Forecast N2T Traffic				PM Peak Hr Forecast N2T Traffic				Sensitive in Future Baseline + Committed Development Scenario? (SRN Only)	Sensitive with development traffic (SRN Only)	NH's view on mitigation requirements as a result of the proposed development trips	Mitigation Proposed by National Grid (Table 5.10 - Outline Construction Traffic Management Plan_Revision E)	Mitigation Modelled?	Mitigation Effective against N2T impacts?	Proposed Cap
Site 89	A1089 / Thurrock Park Way / Dock Road (ASDA Roundabout) (Option 1)	42	16	58	98	45	12	57	103	Yes	Yes	Potentially required. Awaiting further information regarding the development impact at this junction.	No	N/A	N/A	TBC - awaiting info from Applicant
	A1089 / Thurrock Park Way / Dock Road (ASDA Roundabout) (Option 2)	66	10	76	140	65	9	74	141							
Site 90	M25 Junction 30				74				74	Yes	Yes	Potentially required. Awaiting further information regarding mitigation proposals at this junction.	Signal Optimisation	No	To be determined by further information regarding mitigation proposals at this junction.	TBC - awaiting info from Applicant

*Figures calculated by AECOM based on PCU and HGV percentage values included within the junction models.