

NORWICH TO TILBURY

EN020027

Response to the Rule 17 Letter dated 14 July 2026

Suffolk County Council 

Table of Contents

Glossary of Acronyms.....	2
Purpose of this Submission	3
Response to the Rule 17 Letter dated 14 July 2026.....	4
1 Draft Development Consent Order	4
2 Compulsory acquisition and temporary possession of land and rights.....	10
3 Biodiversity, ecology and the natural environment.....	11
4 Historic environment.....	13
5 Land use and soils, green infrastructure	13
6 Landscape and visual.....	13
7 Safety and security (aviation safety)	17
8 Socio-economics, Recreation and Tourism.....	18
9 Water environment: flood risk, hydrology and drainage	21

Glossary of Acronyms

<i>AMS-OWSI</i>	<i>Archaeological Mitigation Strategy and Outline Written Scheme of Investigation</i>
<i>CoCP</i>	<i>Code of Construction Practice</i>
<i>DCO</i>	<i>Development Consent Order</i>
<i>LIR</i>	<i>Local Impact Report</i>
<i>LPA</i>	<i>Local Planning Authority</i>
<i>NSIP</i>	<i>Nationally Significant Infrastructure Project</i>
<i>PPA</i>	<i>Planning Performance Agreement</i>
<i>SCCAS</i>	<i>Suffolk County Council Archaeological Service</i>

“BDC” refers to Babergh District Council; “MSDC” refers to Mid Suffolk District Council; “BMSDC” refers to BDC and MSDC jointly; “SCC” refers to Suffolk County Council; and “the Councils” refers to BDC, MSDC, and SCC jointly.

Purpose of this Submission

The document has been prepared by Suffolk County Council to provide a response to the Rule 17 Letter dated 14 July 2026. The Rule 17 Letter stated a request for further information relating to: the Development Consent Order; compulsory acquisition and temporary possession of land and rights; biodiversity, ecology and the natural environment; the historic environment; land use, soils and green infrastructure; landscape and visual effects; safety and security; socioeconomics, recreation and tourism; and the water environment. Examination Library references are used throughout to assist readers.

Response to the Rule 17 Letter dated 14 July 2026

Ref	Question to	Question	SCC Answer
1	Draft Development Consent Order		
1.1	All local authorities Norfolk Wildlife Trust Suffolk Wildlife Trust Essex Wildlife Trust Natural England	Requirement 11: Biodiversity Net Gain At deadline 6 the applicant submitted a revised draft Development Consent Order (DCO) [REP6-030]. In Schedule 3 of [REP6-030] a new requirement 11 on biodiversity net gain has been included. Comments are sought on this additional requirement, including any alterations to any of the wording that you would recommend.	SCC (Ecology) welcomes the introduction of new Requirement 11 in Schedule 3 to the draft DCO [REP6-030] but considers that the wording needs to be revised to ensure that there is a requirement for the relevant local authorities to approve in writing the submitted interim and final BNG assessments. As currently worded, the only requirement is for those assessments to be submitted (by specified timescales) but there is no mechanism for any review or audit or approval of their contents. Whilst SCC acknowledges that the mandatory BNG regime for NSIPs will not apply to the Application (because it was submitted before 2 November 2026), it is clear that the mandatory BNG regime does entail that a BNG requirement in a DCO will include the need for approval of any BNG plan (see para 9.6 of the Defra ‘NSIP Projects - Biodiversity Net Gain Statement for Energy’ (June 2026). SCC considers that such an approval process plays an important role in ensuring that the BNG assessment has been calculated correctly in accordance with the applicable Metric and that it has followed the mitigation hierarchy. SCC considers that if weight is to be given to the Applicant’s proposals for BNG in this case, it is necessary for the DCO requirement securing those proposals to also

Ref	Question to	Question	SCC Answer
			include a need for written approval of both the interim and the final BNG assessments by the relevant planning authority. SCC therefore suggests that the words “and approved in writing by each relevant planning authority” be added to the end.
1.2	The applicant	Requirement 11: Biodiversity Net Gain	
1.3	All local authorities	Validation checklists for discharge of requirement submissions/ requirement 15 of Schedule 3 (Employment and Skills Plan) The ExA draws the attention of all relevant local authorities to the applicant’s response to questions 1c and 2b of [REP6-132]. Question 1c relates to the possible use of development validation checklists for the discharge of requirement submissions. The applicant previously responded on this matter in [REP4-303], acknowledging such check lists could be helpful, noted it would be appropriate for drafting to be proposed by the host authorities for its consideration. The applicant advises “No drafting has yet been proposed however the applicant will continue discussions on this matter with the host authorities as it progresses ways of working for the discharge of requirements.”	SCC defers to Babergh and Mid Suffolk District Councils and endorses their response.

Ref	Question to	Question	SCC Answer
		All local authorities are asked to signpost where such drafting has been previously provided in examinations submissions or to enter such drafting into the examination. Question 2b concerned the Employment and Skills Plan (ESP) and whether requirement 15 of schedule 3 of the draft DCO should be worded to require the document submitted pursuant to that requirement to be approved by the relevant discharging authorities. In the light of the applicant's comments on this matter, as set out in [REP6-132], the ExA seeks the views of all relevant local authorities on this matter, especially in relation to the tests of necessity, relevance to planning, relevance to the development sought, enforceability, precision and reasonableness in all other respects.	
1.4	All local authorities who replied to second written question (ExQ2) [PD-023] DCO 2.S3	Outline Code of Construction Practice Appendix E (Community Engagement and Public Information) and Appendix F (Outline Noise and Vibration Management) The applicant responded to ExQ2 questions DCO 2.S3 and DCO 2.S6 in [REP6-115]. Revisions were made to the 'Outline Code of Construction Practise Appendix E - Community Engagement and Public Information' [REP6-078]	SCC (Public Health) welcomes the additional commitments now included within Appendix E of the Outline Code of Construction Practice [REP6-079] regarding complaint logging, investigation, escalation routes, response times and the regular review of complaints data to identify recurring issues by location or topic. It is suggested that the frequency of complaints reviews (referred to in paragraph 2.1.2, bullet point 6)

Ref	Question to	Question	SCC Answer
		and the ‘Outline Code of Construction Practise Appendix F - Outline Noise and Vibration Management’ [REP6-080]. The ExA seeks a response from all local authorities who responded to ExQ2 [PD-023] DCO 2.S3 and DCO 2.S6, regarding the adequacy of the revisions submitted, bearing in mind their previous responses to ExQ2 submitted at deadline 5.	should be specified, for example through a commitment to undertake reviews on a monthly basis. Whilst Public Health welcomes the additional complaints management arrangements, we continue to consider that a broader health and wellbeing monitoring process is required, consistent with our previous submissions including [RR-3520] and in response to Examining Authority question HW 2.1 of [REP5-271].
1.5	Applicant Suffolk Wildlife Trust Suffolk County Council Essex County Council	Outline Landscape and Ecological Management Plan and ecological working group In its response to ExQ2 DCO 2.S5, Suffolk Wildlife Trust advised it was happy to support the wording, including in relation to the wording of a requirement, for an ecological working group, as proposed and submitted by Suffolk CC [REP5-270]. The applicant has amended the outline Landscape and Ecological Management Plan (LEMP) [REP6-084] to confirm the remit of the ecological working group broadly aligns with the text suggested by Suffolk Wildlife Trust [REP1- 278]. The establishment of such a working group is supported by Essex CC ([REP5-241], [REP5-243]), who also request the expansion of the scope of the group to include landscape matters, which is	c) While the wording in the latest oLEMP [REP6-084] is broadly acceptable, the wording provided by SCC at deadline 5 [REP5-270] provides additional detail. SCC sees no reason to deviate from this wording and therefore considers that that wording suggested in [REP5-270] should be included and secured in the oLEMP. d) SCC (Landscape) supports Essex CC’s request to broaden the scope of the working group to include landscape matters. This should include: – Monitoring the effectiveness of screen planting around substations and CSE compounds and, if required, amending management measures to achieve the landscape objectives set out in the LEMP.

Ref	Question to	Question	SCC Answer
		reflected in the outline LEMP [REP6-084]. To the applicant: - Explain why you have chosen to amend the text to broadly align with the text suggested by Suffolk Wildlife Trust in its deadline 1 submission and not amended the outline LEMP to reflect the more up to date position where Suffolk Wildlife Trust had agreed to support the wording submitted and proposed by Suffolk CC ([REP5-270] Appendix A (entitled LEWG Requirement)) concerning an ecological working group (which may include landscape considerations). - Explain why you consider in your response to Essex CC [REP6-114] the remit of such a working group should be constrained to ecological matters only and justify why the draft DCO requirement has not been included with reference to both landscape and ecology matters. To Suffolk Wildlife Trust, Suffolk CC and Essex CC: - Advise whether you are satisfied in regard to the applicant's wording, as set	- Monitoring the effectiveness of off-site tree planting and, if required, amending management measures to achieve objectives set out in the in the Offsite Planting Delivery Scheme (OPDS) [REP6-128]. - Informing the further development of the indicative landscape masterplans, supporting local authorities in monitoring and reviewing their success, and, if required, amending management measures to achieve their objectives for wider landscape enhancement. - Monitoring and reviewing success of veteranisation measure on trees and, if required, amending management measures to achieve objectives set out in the LEMP.

Ref	Question to	Question	SCC Answer
		out in the applicant's outline LEMP [REP6-084], which it advises broadly aligns with Suffolk Wildlife Trust's suggested text, as contained in its deadline 1 submission [REP1-278] at paragraph 2.3. d) Provide examples of the types of landscape matters that you consider should fall within the remit of this working group.	
1.6	Applicant	Protective Provisions (1)	
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, National Gas Transmission, National Highways	Protective Provisions (2) A number of preferred PPs having been submitted into the examination. If you have not submitted a preferred PP into the 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.	Concerning the Local Highway Authorities preferred Protective Provisions, SCC would (subject to minor drafting changes) accept the proposed protective provisions for highway authorities. As an alternative, SCC may accept a repetition of the Bramford to Twinstead Framework Highway Agreement. However, the authority notes that the PPs do not give full coverage to all matters, for example cost recovery for highway officers monitoring management plans and associated reports or reviews of highway structures with assessment of AILs (Article 51 protects the applicant from double recovery). Appendix A of this submission includes the Local Highway Authorities preferred Protective Provisions. These were shared with the Applicant on 3 July 2026 (with one minor amendment

Ref	Question to	Question	SCC Answer
	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		made since, concerning the definition of “commuted sums”), the Councils have yet to receive a reply. Regarding the Lead Local Flood Authorities preferred Protective Provisions, SCC’s position was previously explained in its Post Hearing Submission for ISH3/4 [REP6-116]. As it was explained within the post-hearing note, on 3 July 2026 the Applicant shared its updated PPs with the authorities. Upon review, SCC can confirm that the Applicant has recognised the Council’s objection to the reduced timeframe for determination and remedied this within the PPs to SCC’s satisfaction (increased to 40 business days, the same as the equivalent calendar days as contained within section 23 of the Land Drainage Act 1991). Therefore, SCC has withdrawn its objection to the disapplication of section 23 of the Land Drainage Act 1991 and agrees to the Protective Provisions as drafted by the Applicant.
2	Compulsory acquisition and temporary possession of land and rights		
2.1	Applicant	Affected Persons	
2.2	Applicant Ministry of Defence Land Management Services	Crown Land (1)	

Ref	Question to	Question	SCC Answer
2.3	Applicant	Crown Land (2)	
2.4	Affinity Water Ltd Network Rail Infrastructure Ltd Northumbrian Water Ltd	Sec 127/138 applications	
2.5	Applicant	Karl Owen [REP6-213]	
2.6	Applicant	Claire Lanham and Dick Lanham	
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 discussions have taken place between the Applicant and SCC in respect of the compulsory acquisition of highway land within SCC's administrative area. Save for the powers set out in Schedules 5, 6, 7, 8, 19 and 13 (and assuming the proposed highway works can be properly controlled by appropriate protective provisions) SCC does not agree to any restrictions being placed upon its highway rights.
3	Biodiversity, ecology and the natural environment		
3.1	Applicant	Assessment of impacts on bat species and proposed mitigation	SCC (Ecology) are content with the amendments detailed in this question.

Ref	Question to	Question	SCC Answer
	All local authorities Natural England	In paragraphs 6.1.11 to 6.1.14 of the revised version of the outline LEMP [REP6-084], the applicant has included further details of mitigation measures for bat species. To the applicant: For the sake of consistency clarify whether the references made within [REP6-084] to “preliminary roost features” are the same as the “potential roost features” references that are stated in the Bat Roost Report [AS-034] and amend accordingly. Furthermore, confirm that all trees that have currently been classified “further assessment required” as per [AS-034] would be assessed in order to determine the presence or absence of potential roost features. Also, justify why the use of a 10% figure for bat boxes and/ or tree veteranisation for trees with potential roost features that you have cited in paragraph 6.1.12 of [REP6-084] would provide an adequate level of mitigation. To all local authorities and Natural England: Comment on whether the amendments made to the revised outline LEMP [REP6-084] now satisfy your concerns in relation to the assessment of impacts on bats and proposed mitigation. This should include whether you think the 10% figure, as proposed in paragraph 6.1.12, would be	

Ref	Question to	Question	SCC Answer
		sufficient. If you have any remaining concerns then please set these out, including what specific actions you consider should be undertaken by the applicant to resolve your concerns.	
4	Historic environment		
4.1	Historic England	Bush Hall non-designated heritage asset (NDHA)	
4.2	Applicant	Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation	
5	Land use and soils, green infrastructure		
5.1	Applicant	Green Infrastructure	
6	Landscape and visual		
6.1	Applicant	Residential Visual Amenity Assessment (RVAA)	
6.2	Applicant All local authorities	Masterplans A number of IPs have made representations at deadline 6 concerning the Masterplans [REP5-199] . The ExA acknowledge that these plans have been produced in consultation with local authorities, their draft status, and that such plans are illustrative in nature. The ExA also note the applicant's point of view, as made in ISH4 and restated in [REP6-118] that the provisions within	In regard to c), in principle (and noting that the Applicant has put this forward without prejudice to its case that no measures for landscape compensation are necessary), the mechanism in the proposed Article 55 and Schedule 20 are acceptable. SCC and BMSDC have been in discussion with the Applicant regarding the details of the drafting as proposed and has provided minor amendments. Discussions have also continued regarding the monetary values associated

Ref	Question to	Question	SCC Answer
		the masterplans are not necessary to make the application acceptable in planning terms. To the applicant: a) While accepting the illustrative nature of the plans, some information submitted from IPs could be usefully incorporated within the masterplans. For instance (but not limited to), Aldham Parish Council [REP6-175] identify a number of veteran trees and notable trees from the Woodland Trust Ancient Tree Inventory that do not appear on the constraints plans. Consider whether the plans should be updated and resubmit if necessary. b) The ExA would appreciate further information on the preferred method of the applicant to deal with the matter via an article in the DCO and how this was dealt with in the London Luton DCO (noting the applicant caveat that compensation for residual landscape and visual effects is not required pursuant to the legal and policy framework). To all local authorities:	with each location. The Councils understand that the Applicant will provide an updated Schedule 20 to reflect suggested amendments at Deadline 7, and SCC will respond at Deadline 8.

Ref	Question to	Question	SCC Answer
		c) Provide your views on the potential mechanism provided by the applicant to provide funding for provision of landscape compensation (as contained in Annex of [REP6-118]).	
6.3	Applicant	Good design and lighting controls The ExA notes the submission of the amended Design and Access Statement (DAS) [REP6-090] and Design Approach for Site Specific Infrastructure (DASSI) [REP6-092]. a) The DASSI states that the operational lighting at the proposed East Anglian Connection Node (EACN) substation will “have regard” to the Dedham Vale Lighting Design Guide. Should such wording be strengthened, and if not, why not? b) Would similar wording as for (a) be useful for all substations, extensions and sealing end compounds? While not all are within the setting of the National Landscape, the use of dark skies principles for such lighting would seem appropriate in such rural areas. The ExA note in this respect the submissions of	SCC considers that dark skies should be protected across Suffolk, as far as possible, and the Applicant should seek to apply the principles of the Dedham Vale Lighting Design Guide at all substations, extensions and sealing end compounds, in particular around the Bramford/Burstall area. SCC would support a requirement for a lighting design strategy to be included in the DCO for approval by the relevant discharging authority.

Ref	Question to	Question	SCC Answer
		Burstall Parish Council at deadline 6 [REP6-143] and their existing issues of light pollution. c) In particular around the EACN and Burstall, how will potential cumulative lighting issues be dealt with given other works potentially happening in their vicinity? d) Pylons East Anglia [REP6-229] note that the Cambridge Waste Water Treatment DCO included a requirement for a lighting design strategy. Would such a requirement be appropriate in this case, and if not, why not?	
6.4	Applicant All local authorities Norfolk Wildlife Trust Suffolk Wildlife Trust Essex Wildlife Trust	Good design The ExA notes the design review panel (DRP) proposals contained within the DAS [REP6-090] and DASSI [REP6-092] and the provisions for local planning authorities, Dedham Vale National Landscape officials, wildlife trust representatives and North Falls and Five Estuaries project representatives to be invited to meetings where relevant. To the applicant: a) How often is the DRP likely to meet and	SCC defers to Babergh and Mid Suffolk District Councils.

Ref	Question to	Question	SCC Answer
		at what stages of the process will the DRP have input into the design? b) Notwithstanding issues of safety regulation and security, what powers or control or influence will the DRP have and how will this be secured? c) The more formal inclusion of the environmental areas around the cable sealing ends for DRP review would seem useful. A similar table to table 6.1 of the DASSI should be provided in this regard to provide more certainty than currently exists within the DASSI. To all local authorities and the Wildlife Trusts: d) Provide your views on the DRP proposals and any other final comments you wish to make on the subject of good design.	
6.5	Applicant	Design scenarios	
6.6	Applicant	Offsite planting	
7	Safety and security (aviation safety)		
7.1	Applicant	Aerodrome safety	

Ref	Question to	Question	SCC Answer
	Raydon Wings Aerodrome		
7.2	Defence Infrastructure Organisation	Wattisham Station	
8	Socio-economics, Recreation and Tourism		
8.1	Applicant	Employment and Skills Plan Essex CC [REP6-147] and Suffolk CC [REP6-165] raise concerns regarding the ESP. For example, the outline ESP lacks sufficient detail, certainty, governance or evidence to demonstrate that workforce, skills and employment impacts have been fully understood or will be effectively managed, the matter of supply chains and inadequate consideration of the context of the scale, complexity and cumulative nature of demand arising from multiple projects across Norfolk, Suffolk and Essex. The ExA is concerned at the lack of focus from the applicant on socio-economics matters, and is not satisfied in regard to the concerns raised in local impact reports (Essex CC [REP1-161] and Suffolk CC [REP1-178]) relating to ESPs. Indeed Suffolk CC advises it “...remains concerned that	SCC welcomes the Examining Authority's recognition of the concerns raised by local authorities in relation to the Outline Employment and Skills Plan (“OESP”) and agrees that these matters remain unresolved. Having reviewed the Applicant's submissions to date, SCC remains concerned that the OESP does not provide a sufficiently robust, integrated or evidence-led framework to demonstrate that workforce, skills and supply chain impacts have been fully understood or can be effectively managed. While SCC acknowledges that additional detail may appropriately be developed through a Final Employment and Skills Plan (“ESP”), the Applicant continues to defer key elements of workforce profiling, skills demand analysis, supply chain planning, governance arrangements, targets and monitoring frameworks to the post-consent stage. In SCC's view, this limits the ability to understand the scale and nature of workforce demand arising from the Project and, in turn, restricts the ability to assess the significance of socio-economic effects and

Ref	Question to	Question	SCC Answer
		<i>the absence of this evidence limits the ability to understand the scale and nature of workforce demand arising from the Project and, in turn, restricts the ability to assess the significance of socio-economic effects and determine whether appropriate evidence-led mitigation can be identified and secured at the pre-consent stage, consistent with the expectations of NPS EN-1.”</i> The applicant should revisit its outline ESP with a view to ensuring it adequately addresses the concerns raised, including utilising established mechanisms such as that referenced by Suffolk CC (ie the Regional Skills Coordination Function). Should the applicant choose not to amend the outline ESP, it should provide a full and reasoned justification as to how it considers the evidence submitted to date provides adequate evidence to enable the ExA to understand the scale and nature of workforce demand arising from the proposed development. In doing so, the applicant should provide evidence that adequately assesses the significance of socio-economic effects and that clearly defines appropriate evidence-led mitigation that has been or can be identified and secured at the pre-consent stage.	determine whether appropriate evidence-led mitigation and management measures can be identified and secured at the pre-consent stage. SCC also remains concerned that the Applicant has not provided sufficient evidence regarding cumulative labour market and supply chain pressures. Whilst the OESP acknowledges the presence of multiple NSIPs and existing skills constraints across Norfolk, Suffolk and Essex, it does not include a quantified assessment of overlapping workforce demand, supply chain competition, labour displacement or associated risks to labour market resilience. Nor does it adequately demonstrate how these matters will be coordinated with other infrastructure projects. SCC continues to consider that these issues are particularly important given the concentration of major infrastructure projects within the region and the competition for many of the same skills and supply chain resources. SCC welcomes the references within the OESP to stakeholder engagement and the Regional Skills Coordination Function (“RSCF”). However, the Applicant has not committed clearly to working through the RSCF as the established mechanism for coordinating labour demand, aligning skills provision and managing cumulative workforce pressures across Suffolk and the wider region. SCC remains of the view that a stronger and more explicit

Ref	Question to	Question	SCC Answer
		The applicant should demonstrate this is consistent with the expectations of NPS EN-1.	commitment to engagement through the RSCF is required, supported by structured data sharing, ongoing governance and collaborative workforce planning. SCC also maintains that workforce demand, skills provision and supply chain participation should be considered as components of an integrated system. The OESP does not yet demonstrate how forecast workforce demand translates into specific skills requirements, how those requirements will be addressed through targeted interventions, or how this in turn will support local and regional supply chain participation. In the absence of this clear line of sight, SCC remains concerned that it is not possible to determine whether the proposed approach is proportionate, deliverable or sufficient to address identified labour market constraints Accordingly, SCC continues to support the Examining Authority's request that the Applicant either strengthen the OESP to address these matters, including through clearer integration with the RSCF and a more robust workforce and supply chain evidence base, or provide a fuller justification as to how the evidence currently submitted is sufficient to understand workforce demand, assess socio-economic effects and identify appropriate evidence-led mitigation and management measures consistent with the expectations of NPS EN-1.

Ref	Question to	Question	SCC Answer
			SCC's position remains that, until these matters are addressed, there is insufficient certainty that the Final ESP can function as an effective mechanism for managing workforce, skills and supply chain impacts arising from the Project and maximising local and regional employment outcomes.
9	Water environment: flood risk, hydrology and drainage		
9.1	Applicant		

NORWICH TO TILBURY

EN020027

APPENDIX A

Local Highway Authorities preferred Protective Provisions

Response to Rule 17 Letter dated 14 July 2026

Suffolk County Council 

PART [●]
FOR THE PROTECTION OF THE HIGHWAY AUTHORITIES

Application etc.,

1. (1) The provisions of this Part of this Schedule apply for the protection of the highway authority and have effect unless otherwise agreed in writing between the undertaker and the relevant highway authority
- (2) Any approval, certificate or consent granted under this Part is separate from any approval the undertaker must obtain under requirement 12 (highway works) of Schedule 3 (requirements).

Interpretation

2. (1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with subparagraph (2), the latter prevail.

(2) In this Part of this Schedule –

“1980 Act” means the Highways Act 1980;

“approval period” means, unless otherwise agreed between the parties acting reasonably:

- (a) in respect of a request for approval for minor works or works required to be undertaken where there is an emergency, a period of 14 working days or less;
- (b) in respect of a request for approval for major works, a period of 35 working days; and
- (c) in respect of a request for approval which comprises both minor works and major works, a period of 35 working days,

“as built information” means one electronic copy of the following information where the relevant highway authority deems it reasonably necessary –

- (a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker;
- (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) 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;
- (f) test results and records as required by the detailed design information and during construction phase of the project;

(g) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and the relevant highway authority;

(h) the health and safety file, as agreed with the highway authority; and

(i) such other information as is required by the relevant highway authority to be used to update all relevant databases;

“balancing payment” means a fee payable pursuant to Paragraph [17], be calculated and agreed separately with the relevant highway authority;

“bond” means the bond with the surety, for the performance figure for a specific phase of element of the highway works, such bond to be in the form substantially in accordance with that set out in Annex 1 to this Part of this Schedule to the effect that should the undertaker default in the execution of any obligations to carry out the highway works and to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority will call upon the surety to provide the full value of the performance figure to carry out the highway works and maintain the same as aforesaid;;

“CDM regulations” means the Construction (Design and Management) Regulations 2015;

“certificate of final completion” means any of the certificates referred to in Paragraphs [15 and 16];

“certificate of substantial completion” means any of the certificates referred to in Paragraph [14];

“commuted sum” means the sum to be paid by the undertaker to the relevant highway authority as a contribution towards the future maintenance of the asset being provided, adopted, or transferred, , as calculated in accordance with the following table –

	Indicative / Anticipated Amount (£)		
	Suffolk County Council	Essex County Council	Norfolk County Council
Roads	By reference to Annex 2 (Suffolk County Council’s indicative / anticipated amounts for the purposes of paragraph 10(1)(g) of these Protective Provisions.	By reference to Appendix E of the edition of the Essex Highways Development Construction Manual operative at the time (presently June 2025).	By reference to the Association of Directors of Environment, Economy, Planning & Transport’s document Commuted Sums for Highways Infrastructure Asset Management (updated for 2024), in particular, the methodology at Appendix 1 to that document.
Footways			
Drainage			
Traffic Signals			
Verges, Trees and Street Furniture			

“detailed design information” means such of the following drawings, specifications and calculations as are relevant to the specific works –

(a) general layout including highway boundary and order limits;

(b) site clearance details;

(c) boundary, environmental and mitigation fencing;

- (d) road restraints systems and supporting road restraint risk appraisal process assessment;
- (e) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;
- (f) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
- (g) pavement, pavement foundations, kerbs, footways and paved areas;
- (h) traffic signs and road markings;
- (i) traffic signal equipment and associated signal phasing and timing detail;
- (j) road lighting (including columns and brackets);
- (k) regime of foundation testing;
- (l) electrical work for road lighting, traffic signs and signals;
- (m) highway structures and any required structural approval in principle;
- (n) ~~permanent and temporary~~ traffic management including restrictions on traffic, diversion routes and phasing;
- (o) permanent and temporary traffic regulation orders;(o) landscaping;
- (p) proposed departures from DMRB standards;
- (q) walking, cycling and horse riding assessment and review report;
- (r) stage 1 and stage 2 road safety audits and exceptions agreed;
- (s) utilities diversions;
- (t) topographical survey;
- (u) health and safety information including any contamination or hazardous materials identified within the site;
- (v) other such information that may be required by the relevant highway authority to be used to inform the detailed design of the specified works;
- (w) in respect of Essex only: folio drawings in line with the Essex Standard Drawings, or such replacement or modification of the design standards applied to the construction of new roads and alternations to existing roads across the County of Essex.

“Director” means –

- (a) in Suffolk, Suffolk County Council's Executive Director of Growth, Highways and Infrastructure or other officer of the County Council acting under his hand;
- (b) in Essex, Essex County Council’s Director of Highways and Transportation; and
- (c) in Norfolk, Norfolk County Council’s Director of Highways Transport & Waste.

“extraordinary expense” means the cost of repairing damage to any highway to which an existing condition survey relates pursuant to Paragraph [8] and which the relevant highway authority consider is directly attributable to use of those highways by extraordinary traffic as a result of the authorised project over and above the average cost of maintaining those highways;

“final completion” means, in respect of any new permanent highway works, the completion of the maintenance period and resolution of any defects to the reasonable satisfaction of the relevant highway authority and the resolution of all matters identified during any road safety audit before the relevant highway authority takes over responsibility for maintenance;

“highway works” – means any works which fall within the sub-paragraph (j) (temporary accesses) of the definition of “pre-commencement operations” in article 2(1) (interpretation) and the works, activities or operations listed in Schedules [5 to 9] and Schedule [13] to the Order, any other works, activities or operations that are required to be undertaken on, to, above, adjacent, near or under any part of the highway as shown on the accompanying plan for each phase or element of the highway, works and for which the consent of the relevant highway authority is required pursuant to the Order;

“initial checking fee” means a fee calculated pursuant to Paragraph [19], be calculated and agreed separately with the relevant highway authority, in accordance with the authority’s usual charges;

“maintenance period” means the period during which the undertaker is responsible for maintaining the highway works as follows –

- (a) for temporary highway works, 18 months from substantial completion of works to restore the highway to its previous condition;
- (b) for permanent highway works, 18 months from substantial completion of those works; and
- (c) in the case of landscaping and planting, the period of 5 years from completion of planting.

“major works” means highway works of a substantive nature including, but not limited to, the construction of new temporary or permanent accesses, the upgrading of existing accesses and/or the realignment of existing carriageway;

“minor works” means any highway works which are not major works including, but not limited to, the removal of street furniture, the erection of temporary signage, the erection of temporary scaffolding and/or the carrying out of vegetation pruning/trimming (or similar operations) in respect of an existing access arrangement;

“senior representatives” means the [project director] on behalf of the undertaker and persons notified to the undertaker by the relevant highway authority as being their senior representatives.

“performance figure” means the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10% in respect of the any phase or element of the highway works submitted to and agreed by the Director pursuant to paragraph [10 (commencement)] or as amended from time to time following the approval of the Director at the request of the Developer;

“permit schemes” means as defined in Article 2 (Interpretation) of the draft Order.

“road safety audit” means the evaluation of each and all of the highway works, in accordance with the standard referred to in paragraph 25 (road safety audit), in order to identify potential road safety

problems that may affect any users of the highway and to recommend measures to mitigate or remove those problems;

“security” means, in respect of any phase or element of the highway works,

a bank bond from an acceptable credit provider in favour of the relevant highway authority to cover the undertaker’s liability to that highway authority for an amount, in respect of Essex County Council and Suffolk County Council, of not less than £10,000,000 (ten million pounds each and, in respect of Norfolk County Council, of not less than £20,000,000 (twenty million pounds);

“substantial completion” means complete to the reasonable satisfaction of the relevant highway authority and so that the highway works in question can be used for the purpose and operate in the manner for which they were designed subject to the resolution of any matters raised in the stage 3 road safety audit and marks the commencement of maintenance period for the restoration of new highway works;

“surety” means the surety for the bond who has been approved by the Director pursuant to paragraph 10 (commencement) or as amended from time to time following the approval of the Director at the request of the undertaker;

“temporary works period” means such period of time as is agreed between National Grid and the relevant highway authority within which any Highway Works of a temporary nature are permitted to remain in situ on the highway, in each case such period of time to begin immediately following Substantial Completion of those highway works;

“works programme” means a written programme outlining the anticipated design (including consenting), construction and phasing for the highway works and including, without limitation: (a) an indicative programme for the submission of such information to the relevant local authority; and (b) an indication as to whether any further highways agreements and/or licences beyond the scope of this Schedule are likely to be required for any phase or element of the highway works.

General

3. The undertaker agrees to act towards the highway authorities and its appointed contractors and agents at all times in good faith and to co-operate, communicate and liaise with the relevant highway authority in relation to its obligations under this Part of this Schedule.
4. The undertaker shall be the only client for the purpose of the CDM regulations and agrees to undertake the obligations of a client under the CDM regulations and to use all reasonable endeavours to ensure that each phase or element of the highway works is carried out in accordance with the CDM regulations.

Works programme

5.—(1) Subject to sub-paragraph (2) below, the undertaker must provide the relevant highway authority with a copy of the works programme not less than 3 months prior to the first commencement of the highway works.

(2) If any highway works are to be undertaken as pre- commencement operations, the obligation in sub-paragraph (1) above does not apply and the undertaker must provide the relevant highway authority with no less than two months' notice of the those highway works.

(3) The undertaker must promptly (and, in any event, within 10 working days of any update) provide a copy of the works programme each time it is updated until the end of duration of the highway works

Formal approval

6.— (1) The undertaker (and not any contractor) must provide the application documents for any approval for the design and implementation of the highway works..

(2) The undertaker (and not any contractor) must provide the detailed design information for all highway works (including confirmation as to which elements of those highway works are to be temporary or permanent in nature) which, unless agreed otherwise with the relevant highway authority, must be designed and constructed in accordance with the Design Manual for Roads and Bridges

(3) No phase or element of the highway works may commence until, in respect of that part –

- a) a programme of design and delivery has been provided by the undertaker to the relevant highway authority at least twenty working days in advance of the first highway application. This programme must be reviewed periodically to reflect any changes to the programme.
- b) the initial checking fee in respect of that phase or element of the highway works has been paid to the relevant highway authority;
- c) the undertaker or its contractor has provided the relevant highway authority with full details of the design of the highways works in question, such submission to include:
 - i. the name of the contractor appointed by the undertaker to undertake the highway works;
 - ii. notices in respect of any related temporary stopping-up orders or traffic regulation orders (or applications for the same where not otherwise listed in Schedules [8] and [15] respectively to the DCO);
 - iii. evidence of all other consents and approvals necessary for those highway works to take place where relevant to the highway authority;
 - iv. the reasonable estimate of the cost of those highway works, including the costs associated with traffic management, plus 10 (ten) per cent;
 - v. details of the security proposed to be put in place in respect of those highway works in accordance with paragraph [22] (Security);
 - vi. if relevant, the intended duration of the temporary works period;

- vii. any additional information required pursuant to the permit schemes;
- viii. a clear written statement that the deemed consent provisions under sub-paragraphs (2) and (7) below will have effect in relation to that submission; and
- ix. sufficient information to allow the relevant highway authority to calculate the commuted sum.

(4) Unless the relevant highway authority specifies within 14 working days of receipt of the information referred to in sub-paragraphs (2) and (3) of this paragraph that any additional information¹ is reasonably required, it will be deemed to be confirmed that all the necessary documents, plans, drawings and other technical details or information have been provided to allow for review and determination.

(5) Following the submission of information pursuant to sub-paragraphs (2) and (3) of this paragraph, the relevant highway authority must review and determine the submission made, acting reasonably, to it under sub-paragraphs (2) and (3) within the approval period.

(6) Where the relevant highway authority requests, acting reasonably, the provision of any additional information pursuant to sub-paragraph (4) of this paragraph, the undertaker must as soon as reasonably practicable:

- a) use reasonable endeavours to address the concerns raised by the relevant highway authority and/or provide the additional information requested; or
- b) notify the relevant highway authority that it disagrees with the need to comply with sub-paragraph [(6)(a)] and intends to have recourse to the escalation process set out in paragraph [7] (Escalation of differences) of this Part of this Schedule below.

(7) Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (4) above, the approval period shall be paused until such time as that additional information has been provided to it by the undertaker and the approval period shall be re-set and start from the start of the period after the additional information has been provided.

(8) For the avoidance of doubt, the relevant highway authority may request additional information from the undertaker more than once pursuant to this paragraph of this Part of this Schedule.

(9) In the event that the relevant highway authority refuses to grant approval, or any approval is issued subject to conditions which the undertaker considers are unreasonable or would place it in conflict with its statutory duties and/or transmission licence obligations, the undertaker must notify the relevant highway authority in writing as soon as reasonably practicable that it intends to have recourse to the escalation process set out in paragraph [7] (Escalation of differences) of this Part of this Schedule.

(10) If the relevant highway authority has not approved or refused the submission made under sub-paragraph (1) above within the approval period, it is deemed to have approved the details as submitted.

¹

*For the avoidance of doubt, the additional information requested pursuant to 11(2) should be proportionate to the highway works and in line with the requirements for standard 278 applications.

(11) All approval(s) issued pursuant to this paragraph (whether by agreement or deemed consent) of this Part of this Schedule) will be recorded in an approvals register which will include, as a minimum:

- a) a brief description of the highway works to which the approval relates;
- b) the date on which approval was issued or deemed to have been issued;
- c) any unique reference number(s) assigned by the relevant highway authority to that approval;
- d) the reference number(s) for all approved drawings, plans and other supporting information;
and
- e) any conditions or other information attaching, or relevant to, the approval in question;
- f) the duration of the highways works to which the approval relates; and
- g) the name and job title of the officer authorising the approval.

Escalation of differences

7.—(1) The parties shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them in accordance with the following provisions:

- a) The senior representatives shall meet as soon as reasonably practicable in order to identify a means through which matters in dispute may be resolved.
- b) If the matter is not resolved at that level within twenty (20) Working Days of either party requesting such a meeting (or such longer period as may be agreed between the parties) then the provisions of Article [62] (Arbitration) will automatically apply provided that any arbitrator must be suitably qualified and experienced and a member of the Chartered Institute of Highways and Transportation or the Institution of Civil Engineers.

Extraordinary traffic

8.— (1) Prior to the commencement of any phase or element of the highway works, the use of a highway as a construction route for the authorised development, the undertaker will:

- b) agree with the relevant highway authority a methodology for the surveying of the condition of any existing public highways likely to be affected by that phase or element of the highway works and by that use;
- c) promptly undertake a survey of the condition of existing public highways in accordance with the agreed methodology; and
- d) share the results of any such survey with the relevant highway authority.

(2) Following the carrying out of the corresponding phase or element of the highway works, or following the final use of a highway as a construction route for the authorised development, the undertaker shall have regard to any written evidence presented to it by the relevant highway authority of damage to any highway to which an existing condition survey relates pursuant to subparagraph (1) of this paragraph and which the relevant highway authority reasonably considers is directly attributable to use of those highways by extraordinary traffic as a result of the highway works, the repair of which will otherwise constitute an extraordinary expense.

(3) In such circumstances, the undertaker may reimburse the relevant highway authorities for all or part of the amount of any extraordinary expenses.

(4) If the undertaker, contrary to sub-paragraph (3), does not reimburse the relevant highway authority for all or any part of any extraordinary expenses, the relevant highway authority may have recourse to Section 59 of the 1980 Act in the usual way.

(5) Nothing in this paragraph [8] (extraordinary traffic) will restrict the undertaker or its contractors from undertaking repairs to any part of the existing public highway affected by any phase or element of the highway works at its own expense, and subject always to first obtaining the necessary approvals and permits.

Conduct of the highway works

9.— (1) Each phase or element of the highway works shall at all times be carried out in accordance with the approvals as recorded in the approvals register, this Order and the management plans listed in Schedule 3, Requirement 6 (management plans for approval).

Commencement

10.— (1) No phase or element of any highway works may commence until:

- a) technical approval has been granted by the relevant highway authority;
- b) the inspection fee (which will cover the relevant highway authority's costs of inspecting the completed works) has been paid in full;
- c) any relevant requirement under Schedule 3 has been discharged and all pre-commencement operations involving the construction or alteration of temporary accesses have been completed;
- d) the performance figure for that phase or element has been submitted to and approved in writing by the Director;
- e) the proposed surety for the bond in respect of that phase or element has been submitted to and approved in writing by the Director;
- f) all legal fees have been paid and the bond has been provided;
- g) the value of the commuted sum has been agreed in writing by the relevant planning authority and paid to that authority, unless otherwise agreed in writing with relevant the highway authority;
- h) permits for the works have been provided by the relevant highway authority;
- i) the undertaker has provided the relevant highway authority with the name of the contractor appointed by the undertaker to construct the highway works;
- j) the undertaker has provided the relevant highway authority with a programme of site works, including key inspection dates;
- k) for major works a suitably qualified site engineer has been appointed, whose details have been provided to the relevant highway authority for approval and any changes communicated to the relevant highway authority as soon as practicable;
- l) the details of all materials have been approved by the relevant highway authority; and

- m) supporting documentation including proposed traffic management measures and temporary works within the public highway have been provided to and approved by the relevant highway authority.

(2) Notwithstanding the undertaker complying with the requirements of sub-paragraph (1) above, the undertaker must give a minimum of 5 working days written notice to the relevant highway authority of their intention to commence works within the public highway.

(3) In this paragraph 10, “highway works” does not include works which fall within the sub-paragraph (j) (temporary accesses) of the definition of “pre-commencement operations” in article 2(1) (interpretation).

Testing of materials

11.— (1) Each relevant highway authority may require the testing of materials plant and workmanship used or proposed to be used in the highway works and shall have the power to reject any materials plant or workmanship so tested which each relevant highway authority may reasonably and properly find to be not in accordance with the approved information pursuant to paragraph [6] (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph [6] (formal approval) of this Part of this Schedule.

(2) The undertaker shall, as soon as is reasonably practicable, replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved information pursuant to paragraph [6] (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph [6] (formal approval) of this Part of this Schedule.

(3) Subject at all times to provision of appropriate notice and compliance with any overriding health and safety or similar obligations, any person or persons duly authorised by each highway authority shall be allowed reasonable access and admission to the highway works or the places where materials or plant for the highway works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the undertaker).

Inspection of the highway works

12.— (1) Subject at all times to provision of appropriate notice and compliance with any overriding health and safety or similar obligations, the undertaker shall, during the progress of each and all of the highway works, give to or procure for any person or persons duly authorised by each highway authority supervised access to every part of the highway works and the site thereof and permit those person or persons to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given in order to ensure conformity with the approved information pursuant to paragraph [6] (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph [6] (formal approval) of this Part of this Schedule.

(2) The undertaker shall not cover up or put out of view any works forming part of the Highway Works without the approval of the relevant highway authority and shall afford full opportunity for any person or persons duly authorised by the relevant highway authority to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least three working days’ notice to the relevant highway authority whenever any such work or foundations is or are ready or about to be ready for examination.

(3) Each relevant highway authority shall ensure that any person or persons duly authorised by it attend, without unreasonable delay, when required by the undertaker for the purpose of examining the highway works or of examining such foundations, provided the undertaker provides the relevant highway authority with not less than three working days' notice of the proposed examination.

Opening up of the Highway Works

13.— (1) During the construction of each phase or element of the highway works and prior to the issue of the certificate of substantial completion for that phase or element of the highway works, the relevant highway authority may wish to open or expose any of the highway works which have been covered up without previously being inspected by the highway authority under paragraph [12] (Inspection of the highway works).

(2) Where sub-paragraph (1) of this paragraph applies, the relevant highway authority may so take up or expose the relevant part of the highway works causing as little damage or inconvenience as is possible in respect of any other part or parts of the highway works (and the undertaker shall be responsible for the reasonable and proper cost of such taking up or exposure and reinstatement) provided that if the highway works or any part or parts thereof are covered up by the undertaker after giving the notice referred to in paragraph 16 of this Part of this Schedule and the relevant highway authority have failed to inspect in the period therein referred to and the relevant highway authority shall subsequently require the highway works or any part of them to be uncovered for the purposes of inspection:-

- a) if inspection reveals the relevant part or parts of the highway works to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to Paragraph [6] (Formal approval) and recorded in the approvals register, all costs in respect of such uncovering and inspection and of reinstating the part or parts of the highway works uncovered shall be borne by the relevant highway authority; or
- b) if inspection reveals the relevant part or parts of the highway works not to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to Paragraph [6] (Formal approval) and recorded in the approvals register all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the highway works uncovered shall be borne by the undertaker.

Site clearance and Certificates of Substantial Completion

14.— (1) The obligations in this paragraph 14 shall apply in respect of all highway works, irrespective of whether they are of a permanent or temporary nature.

(2) On substantial completion of each phase or element of the highway works, the undertaker shall:

- a) clear away and remove from the site of the highway works all construction plant and temporary works of every kind and leave the site of the highway works in a neat and tidy condition to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably);
- b) as defined in DMRB standard GG 119, carry out stage 3 of the road safety audit process and comply to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably) with

recommendations arising thereunder prior to the opening of the highway works to the public;

- c) notify the relevant highway authority of completion of the permanent highway works or any part thereof (or restoration of any temporary works or any part thereof) and apply to the relevant highway authority for a certificate of substantial completion in respect of the relevant works; and
- d) provide the relevant highway authority with the as built information.

(3) Following an application for a certificate of substantial completion, the relevant highway authority shall as soon as reasonably practicable –

- a. inspect the highway works; and
- b. provide the undertaker with a written list of any works that are required for the certificate of substantial completion to be issued or confirmation that no further works are required for this purpose.

(4) Upon substantial completion of each phase or element of the highway works, including any additional work resulting from stage 3 of the road safety audit process to the satisfaction in all respects of the relevant highway authority (the relevant highway authority being obliged to act reasonably), the relevant highway authority shall issue a certificate of substantial completion in respect of those highway works to the undertaker, provided that all costs and expenses owing to the relevant highway authority have been paid in respect of those highway works.

(5) On the issue of the certificate of substantial completion for permanent works, the maintenance period will commence.

(6) For permanent alterations to the highway work a final certificate of completion will be issued at the end of the maintenance period subject to resolution of any matters identified in the stage 4 road safety audit.

Temporary works period and certificate of reinstatement (temporary works only)

15.— (1) The obligations in this paragraph 15 shall apply only in respect of those highway works which are of a temporary nature.

(2) The undertaker shall be permitted to retain each phase or element of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority) provided this does not exceed completion of the construction phase of the authorised development.

(3) The undertaker shall maintain each phase or element of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period using the intervention criteria in the Highway Maintenance Operational Plan as minimum criteria.

(4) On the expiry of the temporary works period, the undertaker shall promptly clear away and remove from the site of the highway works all highway works of every kind (including construction plant and equipment) and reinstate the site of the highway works to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably).

(5) The relevant highway authority shall thereafter, and as soon as reasonably practicable, issue to the undertaker the certificate of reinstatement in respect of the relevant highway works and the maintenance period commences on the issue of that certificate.

(6) At the end of the maintenance period and subject to any defect arising within that period, being rectified to the satisfaction of the relevant highway authority, that authority will issue the certificate of final completion.

(7) In this paragraph, “Highway Maintenance Operational Plan” means the most recent operational plan published on the Suffolk County Council’s website.

Defects correction period and certificate of final completion ()

16.— (1) The obligations in this paragraph 16 shall apply only in respect of those highway works which are of a permanent nature.

(2) The undertaker shall maintain each phase or element of the highway works for a period of eighteen (18) months (unless the relevant highway authority agrees in writing to a lesser period) from the issue of the related certificate of substantial completion)

and prior to the expiration of that period, the undertaker shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period (including any defect in or damage to the surface water drainage system) so as to place the highway and the relevant highway works in a condition satisfactory to the relevant highway authority (the highway authority being obliged to act reasonably).

(3) After the expiration of the period of twelve (18) months from substantial completion, the undertaker shall (unless it is agreed between the parties that it is to be carried out sooner or that it is no longer required) carry out stage 4 of the road safety audit and comply to the satisfaction in all respects of the relevant highway authority (the highway authority being obliged to act reasonably) with any recommendations arising thereunder.

(4) After:

- a. the expiration of the period referred to in sub-paragraph (2) (or such lesser period as agreed in writing by the relevant highway authority under sub-paragraph (2); and
- b. any defects have been made good as therein provided, including any improvements arising under stage 4 of the road safety audit to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); and
- c. the undertaker has provided a plan showing the land over which the highways works have been constructed and a health and safety file complying with the CDM regulations, including a separate health and safety file for each structure;

the relevant highway authority shall as soon as reasonably practicable issue to the undertaker the certificate of final completion in respect of the relevant highway works, provided that the certificate of final completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the highway authority as highway drains.

(5) Upon issue of a certificate of final completion:

- a. any part of the highway works to which that certificate of final completion shall relate which is not already public highway shall be adopted by the relevant highway authority as part of the public highway; and

- b. the highway works so certified shall from then and at all times be maintainable at the public expense and the undertaker shall have no further liability under this Schedule in respect to the same.

Permit Schemes

17.— The undertaker agrees that the provisions in this Part of this Schedule operate in parallel to the permit schemes, each of which is given effect in article [12] (Application of the permit schemes) of this Order.

18.— Unless otherwise agreed in writing by the relevant highway authority, in the event of a conflict with the provisions of this Part of this Schedule and either or both of the permit schemes, the terms of the permit scheme will prevail.

Payments and Costs

19.— The undertaker must pay to the relevant highway authority –

- a) an initial checking fee, to be calculated and agreed separately with the relevant highway authority, in relation to each phase or element of the highway works for which formal approval is sought, such sum to be paid prior to the submission of an application for formal approval;
- b) a balancing payment, to be calculated and agreed separately with the relevant highway authority, such sum to be paid, if required, prior to commencement of the phase or element of the highway works in question including recovery of additional costs for changes during the construction phase;
- c) the reasonable costs incurred by the relevant highway authorities in undertaking any road safety audits, such sum to be paid prior to the commencement of the road safety audits in question;
- d) the reasonable costs incurred by the relevant highway authorities in monitoring the implementation of any recommendations arising from any road safety audits undertaken, such sum to be paid upon production of a valid invoice for the same;
- e) the reasonable cost of any temporary and permanent traffic regulation orders, such sum to be paid prior to the commencement of any work on the making of such Order;
- f) the reasonable cost of any other road traffic orders required to facilitate the highway works, such to be paid prior to the commencement of any work on the making of such Order;
- g) the inspection fee mentioned in paragraph 10 (commencement), such sum to be paid in accordance with that provision;
- h) the reasonable cost of reviewing any management plan referred to in requirement 6 (management plans for approval) such sum to be paid on completion of the review;
- i) the reasonable cost of undertaking a structural review of the highway and, where necessary, modifying the same to accommodate abnormal indivisible loads, such sum to be paid prior to the commencement of any highway works;
- j) the reasonable cost of dealing with the extraordinary traffic regime under paragraph 8 (extraordinary traffic);

- k) the legal costs reasonably and properly incurred by the relevant highway authority for or in connection with the preparation and negotiation of this Part of this Schedule; and
- l) any value added tax which is payable by the relevant highway authority in respect of such payments referred to in this paragraph [19] and for which it cannot obtain reinstatement from HM Revenue and Customs.

20.— (1) All funding and charging arrangements between the undertaker and the relevant highway authorities shall be in accordance with the following overarching principles:

- a) the charging must relate exclusively to the relevant highway authority's recovery of its costs in respect of the highway works and more broadly for the provision of services it is authorised but not required (by an enactment) to provide;
- b) where the services of the relevant highway authority's maintenance contractor are required these will be charged at the rates within the relevant highway authority's maintenance contract and subject to the conditions of the same;
- c) charges are to be incurred on a not-for profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;
- d) there shall be transparency with regard to costs incurred; and
- e) if significant changes are made to the approved design during construction the highway authority reserves the right to recover any additional costs incurred.

(2) All invoices submitted in connection with the costs and/or payments must comply with the principles set out in sub-paragraph (1) and be accompanied by a written report summarising all tasks carried out or activities undertaken which have given rise to such costs and such other supporting information as is reasonable for the undertaker to request in the circumstances.

21.— Interest at 4% above the Bank of England base rate from time to time shall be payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty eight (28) days from the date on which it was demanded or, in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article [62], the said twenty eight (28) day period shall run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article [62] such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator).

Security

22.— (1) The undertaker must provide the relevant highway authority with a bank or other acceptable financial institution for the value of the performance figure in relation to each phase or element of the highway works before the commencing of that phase or element.

(2) Without expense to the relevant highway authority the undertaker and the surety shall prior to commencing each phase or element of the highway works enter into the bond for that phase or element and the undertaker and surety shall be bound to the relevant highway authority in the amount of the performance figure for the relevant phase or element.

(3) Should the undertaker default in the execution of its obligations in carrying out the relevant phase or element of the highway works and to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority may (subject to the provisions contained in this Part) itself complete the relevant phase or element that has been commenced by the undertaker and maintain the same as aforesaid having first called upon the bond for the cost to be expended in so doing –

- (a) unless there is a danger to users of the highway the relevant highway authority shall give not less than 5 working days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under paragraph 22(3);
- (b) any notice served under this paragraph shall specify the period of the notice (“the notice period”) the extent of the work which the relevant highway authority proposes to carry out and full details of all matters in respect of which the Director considers that the highway works has not been carried out in accordance with the terms of this Part of this Schedule; and
- (c) if before the expiry of the notice period the undertaker serves written notice upon the relevant highway authority that the undertaker intends diligently to execute the works specified in the notice in accordance with the terms of this Part of this Schedule and specifies a time to complete that the relevant highway authority considers reasonable in the circumstances the relevant highway authority shall not be entitled to execute the relevant part or parts of the highway works specified in the notice served under this paragraph unless the undertaker then fails to execute those works within the agreed time scale.

(4) If the undertaker should default in the execution of its obligations in carrying out any phase or element of the highway works or to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority will call upon the bond to provide the full performance figure amount in accordance with this Part of this Schedule.

Insurance

23.— (1) Prior to the commencement of the highway works the undertaker must have in place public liability insurance in the minimum sum of £20,000,000.000 (twenty 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 highway works or use of the local road network by the undertaker.

Indemnity

24.— (1) The undertaker shall, from the date of commencement of each phase or element of the highway works indemnify the relevant highway authority against all claims, charges, costs, expenses, liability or losses whatsoever arising out of any or all of that phase or element of the highway works provided that the undertaker’s indemnity will not extend to any claims submitted to the relevant highway authority arising out of the negligence of the relevant highway authority’s employees or arising after the issue of the certificate of final completion pursuant to Paragraph [15 and 16] or expiry of the temporary works period (including re-instatement).

(2) The relevant highway authority shall:

- (a) notify the undertaker immediately upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1) (and the undertaker shall notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1));

- (b) at all times after that date keep the undertaker fully informed (and, similarly, the undertaker shall keep the relevant highway authority fully informed if it receives any claims etc. as mentioned in sub-paragraph (2)(a));
- (c) permit and assist the undertaker to make such investigations and/or tests as the undertaker may reasonably deem necessary to verify such claims, charges, costs, expenses, liability or losses;
- (d) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior approval of the undertaker as to its validity and as to the amount of the settlement; and
- (e) consider a request of the undertaker to instruct a reputable firm of solicitors in respect of the conduct of negotiations and/or proceedings in respect of any claims, charges, costs, expenses, liability or losses to which this indemnity relates, provided always that, if such solicitors are instructed, the undertaker will be responsible for all their costs.

(3) The indemnity in sub-paragraph (1) above includes:

- a) all fees incurred by claimants which the relevant highway authority is obliged to pay, and those of the relevant highway authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);
- b) statutory interest payments to claimants and their professional advisors; and
- c) the relevant highway authority's reasonable and proper legal costs, which are not covered by sub-paragraph (e) of this clause [22].

Road safety audit

25.— (1) The undertaker must procure that an appropriately qualified RSA team (as defined in HPN039 or DMRB Volume 5 Section 2 Part 2 (GG 119) as advised by the local highway authority (acting reasonably) or any replacement or modification of that standard) undertakes road safety audit in accordance with the standard as set out in HPN039 or DMRB standard GG 119 as advised by the local highway authority (acting reasonably) for works which involve creation, alteration, expansion or other modifications of the local highway but not for works which consist only of trenchless installation beneath highways, and must provide copies of the reports of such audits to the local highway authority within 10 business days of their receipt by the undertaker.

(2) The local highway authority must be invited to participate in the road safety audit conducted under sub-paragraph (1).

(3) No works on a local highway must be commenced until a satisfactory Stage 1 and Stage 2 Road Safety Audit has been carried out and all reasonable recommendations raised by them or any exceptions are approved by the local highway authority (acting reasonably);

(4) Where the report of the stage 3 and 4 road safety audit identifies any recommended measures in respect of the local highway, the undertaker must carry out, at its own expense and to the reasonable satisfaction of the local highway authority, those measures identified as part of stage 3 and 4 audit which the undertaker considers necessary (acting reasonably) and for the avoidance of doubt any matters related to the health and safety will be considered as reasonable, and which do not give rise to any new or materially different environmental effects in comparison with those identified in the environmental statement.

Arbitration

26.— Any dispute under this Part of this Schedule shall be settled by arbitration in accordance with article [62] (arbitration).

ANNEX 1

BOND

DATED [REDACTED]

(1) [NATIONAL GRID ELECTRICITY TRANSMISSION PLC]

(2) [SURETY]

**BOND
relating to the development of land at
[REDACTED]**

BY THIS BOND DATED [●] of [●]

NATIONAL GRID ELECTRICITY TRANSMISSION PLC (Company Registration Number 2366977) whose registered office is at 1 to 3 Strand, London, WC2N 5EH (“**National Grid**”) which expression shall include its successors in title and assigns and which expression shall also include any other person exercising National Grid's powers as successors under Part 1 of the Electricity Act 1989); and

BARCLAYS BANK PLC (Company Registration Number 1026167) whose registered office is at 1 Churchill Place, London, E14 5HP and whose address for service is at Trade Operations, One Snowhill, Snow Hill Queensway, Birmingham B4 6GN (the “**Surety**”),
are held and firmly bound to:

[**SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2DH (the “**County Council**”)]

or

[**ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, CM1 1QH]
(the “**County Council**”)

or

[**NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH (the “**County Council**”)]

in the maximum aggregate total sum of £[●] pounds to be paid to the County Council for the payment of which sum National Grid and the Surety bind themselves their successors and assigns.

1. National Grid have agreed Protective Provisions with the Council which are included in Part 4 (for the protection of highway authorities) of Schedule 16 (protective provisions) to the National Grid (Norwich to Tilbury) Order 202[●] in which National Grid was given the right at its own expense and subject to conditions to carry out temporary and permanent works, operations and activities in order to facilitate the construction, operation and maintenance of the Norwich to Tilbury DCO Project (the “**Highway Works**”).

2. This Bond is required under the said Protective Provisions.

NOW THE CONDITION of the above-written Bond is such that if National Grid shall duly perform and observe all the terms, provisions conditions and stipulations of the said Protective Provisions on National Grid's part to be performed and observed according to the true intent and meaning thereof or, if on default by National Grid, the Surety shall promptly, subject to the provisions of this Bond, pay to the County Council a sum or sums demanded by them upon receipt by the Surety of a demand from the County Council, in writing, under their handwritten signatures, stating that National Grid is in breach of the Protective Provisions and stating the nature of the breach up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in force and effect **PROVIDED ALWAYS** that the giving by the County Council of any extension of time for performing the said Protective Provisions or any stipulations therein contained and on the part of National Grid to be performed or any other forgiveness or forbearance on the part of the County Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond.

Annex 2 (Suffolk County Council's indicative / anticipated amounts for the purposes of paragraph 10(1)(g) these Protective Provisions)

Fencing

Timber post and 3 rail fencing.	Linear metre	Replacement	£12.00
Gate 4.5m wide	no.	Replacement	£315.52
Pedestrian Guardrail	Linear metre	Replacement	£61.21

Drainage

Trench / Ditch - cutting and silt removal	lin m	Maintenance	£55.11
Swale - - cutting and silt removal	Sq. m	Maintenance	£50.34
Swale - replace underdrain filter pipes	Lm	Replacement	£97.11
Soakaway	Item	Inspection, cleansing, re-stoning/replacement	£5,343.39
Road gully	no.	Inspection, cleansing, replacement of cover and frame	£476.57
Combined kerb and drainage systems (where permitted).	Linear metre	Maintenance (enhanced cleansing regime required).	£170.95
Combined kerb and drainage systems (where permitted).	Linear metre	Replacement	£311.16
Catchpit / Chamber (in carriageway)	Item	Cleansing, replacement of cover, frame and chamber.	£1,033.94
Catchpit / Chamber (in footway)	Item	Cleansing, replacement of cover, frame and chamber.	£842.15
Catchpit / Chamber (in verge)	Item	Cleansing, replacement of cover and frame.	£186.83
Headwall (SCD type 1 - concrete bags)	Item	Replacement	£283.44

Carriageway

Carriageway (Stone Mastic asphalt) A and B Roads	Sq. m	Replacement	£55.58
Carriageway (Stone Mastic asphalt / surface dressing) C and Unclassified Roads	Sq. m	Replacement	£29.56
High Friction Surfacing	Sq. m	Replacement only	£68.25
Kerbs and Footways			
Standard kerbs	Linear metre	Replacement	£25.41
KF Kerbs	Linear metre	Replacement	£11.65
Footway Urban / Vehicular over-run (standard bituminous materials)	Sq m	reconstruction	£21.90
Footway Rural / no vehicles (standard bituminous materials)	Sq m	reconstruction	£14.46
Footways - maintenance (all types)	Sq m	maintenance	£35.04
Tactile paving	Sq m	reconstruction	£65.60

Roadmarking and Signs

Non-illuminated road sign (Standard)	Item	Cleansing, maintenance and replacement	£240.43
Typical plastic linpac/glasdon bollard	Item	Cleansing replacement	£131.72

PLEASE NOTE: if SCC is required to price a bespoke item that is not included in this document, SCC will need to calculate that price separately