

**THIS AGREEMENT** is made the                    day of                    Two Thousand and Twenty  
One

**BETWEEN**

- (1) **THE BOROUGH COUNCIL OF SANDWELL** of Sandwell Council House Oldbury West Midlands B69 3DE (“the Council”) and
- (2) **WEST MIDLANDS COMBINED AUTHORITY** of 16 Summer Lane Birmingham B19 3SD (“the Combined Authority” and together “the Parties”)

**WHEREAS**

- (A) The Council is the Highway Authority for the purposes of the Highways Act 1980 for the Borough Council of Sandwell and enters into this Agreement in that capacity.
- (B) The Combined Authority is implementing the Sprint Priority Route scheme
- (C) The Council and the Combined Authority wish to improve the Highway and enable the Sprint Priority Route scheme by the carrying out of the Highway Works
- (D) The improvements of the Highway are to be undertaken by the Combined Authority
- (E) The Council is satisfied that the Highway Works will be of benefit to the public
- (F) The West Midlands Combined Authority (Functions and Amendment) Order 2017 delegated some powers to the Combined Authority in respect of specific roads. The Combined Authority roads are those listed in Schedule 1 to the 2017 Order and those roads were further extended in part 3 of The West Midlands Combined Authority (Business Rate Supplements Functions and Amendment) Order 2018;
- (G) In order to facilitate the Sprint Priority Route scheme, the Combined Authority will need to undertake highway improvements on existing highway routes. Where the highway requiring improvement is listed as a CA road, the Combined Authority can undertake the Highways Works under s8 of The Highways Act 1980. Where the highway is not listed as a Combined Authority road then the Combined Authority can only undertake the Highway Works by entering into an agreement with the highway authority under s278 of The Highways Act 1980.
- (H) It is provided in s8(1) of the Highways Act 1980 that local highway authorities may enter into agreements with other such authorities for or in relation to the construction

reconstruction alteration improvement or maintenance of a highway for which any party to the agreement are the highway authority.

- (I) It is provided in S.278 of the Highways Act that a highway authority may, if they are satisfied it will be of benefit to the public, enter into an agreement with any person: -
- (a) for the execution by the authority of any works which the authority is or may be authorised to execute, or
  - (b) for the execution by the authority of such works incorporating particular modifications, additions or features, or at a particular time or in a particular manner, on terms that that person pays the whole or such part of the cost of the works as may be specified in or determined in accordance with the agreement.
- (J) The parties hereto have agreed that under the Highways Act 1980 s8 and s.278 they enter into in this agreement.
- (K) The Council is satisfied that the Highway Works are of benefit to the public

**NOW IT IS HEREBY AGREED** as follows: -

1 **Words and Expressions**

1.1 In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings:

The Act

The Highways Act 1980

Air Quality Impact Assessment

An assessment in accordance with the Design Manual for Roads and Bridges

Advice Note HA 207/07 Air Quality

Approved Contractor

A contractor or sub-contractor demonstrated by the Combined Authority and agreed by the Council to meet the Council's criteria for competency and solvency for the Highway Works.

As built Drawings

The drawings described in and pursuant of the Second Schedule

The Combined Authority

The Combined Authority and its successors in title and assigns

CA Road

A road listed in Schedule 1 of the West Midlands Combined (Functions and Amendments) Order 2017)

Call Off Contract

An NEC4 Option C Target Price Contract issued under the MHA MSF3 Framework Agreement

CEMAR

A cloud based contract management system used for the Call Off Contract.

CDM Regulations

The Construction (Design and Management) Regulations 2015

Certificate of Completion

The Certificate issued by the Project Manager acting for the Combined Authority under the Call Off Contract for the Highway Works for sectional completion and final completion which is to be subject to the processes set out within the terms of Clause 6 hereof

Commuted Sum

The sum of £5312.54 for the Tree Works on the Highway Network

The Construction Phase Plan

The construction phase plan prepared in accordance with the CDM Regulations

Controlled Parking Zone

a parking permit issued by the Council under the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a controlled Parking Zone

The Council

The Borough council of Sandwell and its successors in title

Council Arboriculturist

The principal arboriculturist at the Council or such other officer from time to time performing this function

Dedication Plan

The plan to be provided upon completion as set out in First Schedule

Defects Certificate

The Certificate issued by the Supervisor appointed by the Combined Authority under the Call Off Contract for the Highway Works which is subject to the process set out within the terms of clause 7 hereof.

Defects Correction

The making good of any latent and/or patent defects or other faults in the Highway Works which arise during the Defects Notification Period

Defects Date

The defects date is the earliest date when the Approved Contractor ceases to be liable under the Call Off Contract for the correction of defects. The defect date under the Call Off Contract is 52 weeks from the completion of all of the Highway Works and 104 weeks for Tree works and soft landscaping which shall be carried out in accordance with the terms set out in First Schedule.

Defect Notification Period

Defects under the Call Off Contract which may be notified at any time before the Defects Date.

The Engineer

The Engineer to be appointed by the Council to review the Highway Works.

### Fees

The Council's fees associated with the design approval and inspection of the Highway Works as set out in clause 17

### Functions

The powers and duties referred to in the Fifth Schedule hereto

### General Arrangement Plans

The plans listed as general arrangement plans set out in First Schedule

### The Health and Safety File

The health and safety file prepared in accordance with the CDM Regulations

### Highway Maintenance Contractor

The party for the time being contracted by the Council to exercise its highway maintenance and management function under the terms of a Highway Maintenance and Management Contract

### Highway Maintenance and Management contract

The contract between the Council and the Highway Maintenance Contractor in respect of the exercise of the Council's statutory highway maintenance functions

### Highway Network

All highways maintainable at the public expense within the Borough of Sandwell

### The Highway Works

The works (including the Tree Works) within the Borough of Sandwell for the construction of highway along the A34 Sprint Priority Route as called off under the Package A construction contract and generally described in the First Schedule hereto

### Highway Infrastructure Net Accrual Form

The form annexed hereto as Appendix 1 (which may include such other information as agreed in writing between the Service Manager and the

Combined Authority)

Implementation Notice

The notice in writing to be served upon the Council by the Combined Authority notifying it of the Combined Authority's intention to commence the Highway Works

The Method Statement

A written statement detailing the individual construction processes to be employed to implement the Highway Works as approved by the Service

Manager Programme

The programme to be approved by the Council under clause 5.6

Programme Board

Means the programme board for the Sprint Priority Route project.

Project Manager

The Project Manager as appointed by the Combined Authority under the Call Off Contract.

Scheme Site

Land referred to as the Site within the Call Off Contract for the Highway Works

Service Manager

Service Manager for Highways at the Council or such other officer from time to time performing this function for the Sprint Priority Route.

Specification

The requirements for the specification of the Highway Works.

Sprint Priority Route

The priority Sprint route along the A34 bus route from Birmingham City Centre to Walsall including Sandwell at Great Barr for the length of the A34 corridor through Sandwell in the County of West Midlands details of which are set out in the Call Off Contract for the Highway Works and generally identified in the

plans and information set out in First Schedule and generally identified in the plans and information set out in First Schedule

Stage 2 Safety Audit

A safety audit of the Drawings as required by Clause 16.1

Stage 3 Safety Audit

A safety audit of the Highway Works prior to the issue of the Defects

Certificate as required by Clause 16.2

Statutory Undertakers

Any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and whose apparatus is pursuant to such authorisation at the date of this Agreement already installed in under over or upon the land on which the works are to be carried out and any authorised successor to any such undertaking

Supervisor

The Supervisor appointed by the Combined Authority under the Call Off Contract.

The Traffic Regulation Orders

All temporary experimental or permanent traffic regulation/parking places orders required to be made as a consequence of the Highway Works

The Traffic Management Protocol

The Council's protocol to manage the road network pursuant to its duty under the Traffic Management Act 2004 (and any subsequent revisions thereto)

The Traffic Signal Equipment

That part of the Highway Works relating to traffic signal and data transmission equipment as shown on the Drawings which is to be designed supplied installed and commissioned in accordance with the provisions of the Second Schedule

The Tree Replacement Fund Period

Means the period between the issue of the Defects Certificate and the Tree

Maturity Date

Tree Maturity Date

Means a date to be determined by the Council Arboriculturalist

The Tree Works

The works to be carried out under the Trees Mitigation Strategy set out in  
First Schedule.

Tree Specialist Contractors

Contractors appointed by the Combined Authority for the Tree Works under  
the Call Off Contract.

Working Day

Any day (other than a Saturday or Sunday) on which banks are open for  
business in England.

- 1.2 In this Agreement where the context so requires: -
- 1.2.1 The singular includes the plural and vice versa
  - 1.2.2 References to Clauses and Schedules are references to Clauses and Schedules in this Agreement
  - 1.2.3 References to a paragraph in a Schedule are references to a paragraph in the same Schedule
  - 1.2.4 References to any statute or statutory instrument shall include references to any statutory modification or re-enactment thereof for the time being in force
  - 1.2.5 The Council may at any time prior to the issue of the [Defects Certificate] at the Combined Authority's expense make such alterations to the Highway Works as it may consider desirable or necessary. Insofar as may be reasonably practicable the Council shall give the Combined Authority an opportunity to comment on any alterations it proposes to make

## **2 Statutory Provisions**

- 2.1** This Agreement is made pursuant to Section 8 and Section 278 of the Act (in so far as is necessary for the adoption of the Highway Works), Section 111 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act (as amended) and all other enabling powers of the Council and the Authority and Section 305 of the Act shall apply to any expenses recoverable by the Council.
- 2.2** The Council agrees pursuant to the said Section 8 and Section 278 to carry out the Highway Works at the expense of the Combined Authority and for the purpose of executing the Highway Works hereby appoints the Combined Authority as its agent to carry out the Highway Works in accordance with the provisions of this Agreement.

### **3 Framework and Contract Selection**

- 3.1 The Combined Authority acting as agent for the Council shall procure the Highway Works through the Midland Highway Agency Medium Schemes Framework No3 (“MSF3”).
- 3.2 The Call Off Contract under the MSF3 is an NEC4 Option C Target Price Contract. The Highway Works shall be procured using this form of contract by using two separate awards. A direct award under the MSF3 of the Early Contractor Involvement (“ECI”) Stage One works and a mini-competition under the MSF3 for the Stage Two “Highway Works”.

### **4 Early Contractor Involvement Works**

- 4.1 An Approved Contractor, has been awarded a direct award Call Off Contract for the ECI works on the Sprint Priority Route.
- 4.2 The ECI works carried out by the Approved Contractor will include preparing scope, a revised budget and a priced activity schedule for the Highway Works.
- 4.3 In preparing the specification to be included in the scope the Combined Authority and the Council shall liaise with each other to agree in writing upon the Specification to be used as the Council is the statutory Highway Authority and will be required to carry out approval and adoption of the Highway Works.
- 4.4 To enable the Specification to be agreed the Parties have appointed the following representatives to act on their behalf: -
  - 4.4.1 Project Manager for the Combined Authority for the A34 Sprint Route  
Jason Griffin 16 Summer Lane Birmingham B19 3SD  
([jason.griffin@tfwm.org.uk](mailto:jason.griffin@tfwm.org.uk))

4.4.2 Project Officer Barry Ridgway for Sandwell Metropolitan Borough Council, Council House Oldbury, Sandwell B69 for the A34 Sprint Route ([Barry\\_Ridgway@sandwell.gov.uk](mailto:Barry_Ridgway@sandwell.gov.uk))

4.5 The Specification agreed upon between the parties in the ECI contract will be used in the Highway Works contract and shall be compliant with the Council's requirements as the statutory Highway Authority for the adoption of highway.

4.6 Each Party may amend or add to their representatives by serving written notice upon the other.

## **5 Highway Works**

5.1 The Combined Authority will be contracting with an Approved Contractor for the Highway Works at its own expense using phased construction with sectional completion in accordance with the Programme supplied by the Contractor in the NEC4 Option C Call Off contract.

5.2 The Combined Authority shall prior to the opening of the Sprint Priority Route to public services at its own expense construct and complete the Highway Works (including all works ancillary or incidental thereto) in accordance with the stipulations requirements and conditions laid down in this Agreement using the powers provided to the Combined Authority by the Council as set out in Clause 2.

- 5.3** The Specification and materials to be used and the design drawings shall have been disclosed to the Council for approval in writing during the consultation phase of the ECI contract as set out in clause 4 above.
- 5.4** Copies of the NEC4 Option C Call Off Contract and the Contract Data Part One to be used in the tender process for the mini-competition will be disclosed to the Council through their appointed Project Officers and/or their Project Board Representatives and approved by the Programme Board prior to commencing the tender process.
- 5.5** The Contract Data Part Two forms with the Programme and Budget for the selected Approved Contractor will be disclosed to the Council and approved by the Programme Board when the Approved Contractor is selected during the standstill period for the mini-competition.
- 5.6** All contract documentation will therefore be disclosed for approval in writing by the Council (acting through its appointed Project Officers and Project Board Members) prior to the Combined Authority entering into the Call Off Contract.
- 5.7** The Combined Authority shall not commence the Highway Works until (i) the Construction Phase Plan and the Health and Safety File have been submitted by the Combined Authority in respect of the Highway Works and (ii) any necessary notices or advertisements relating to Traffic Regulation Orders have been published in accordance with statutory requirements and any objections have been formally determined and, (iii) the Programme, Specification and detailed design for the Call Off Contract have been approved in writing by the Council, and (iv) Method Statements are in place for the Highway Works.

**5.8** The Combined Authority shall once having commenced the Highway Works:

5.8.1 Proceed with them conscientiously and expeditiously and with all due diligence in accordance with the terms of the NEC4 Option C Call Off Contract and this Agreement. and

**5.9** Subject to the provisions of this Agreement and immediately prior to the issue of the Certificate of Completion the Combined Authority shall dedicate as highway (and the Council shall forthwith accept) all such land as is within its ownership (shown coloured on the Dedication Plan to be prepared at Completion) and is required for the construction of the Highway Works which does not already form part of the public highway or is already maintained as if it were a public highway

## **6 Certificate of Completion**

**6.1** When a sectional completion stage of the Highway Works has been completed the Combined Authority shall notify the Council and the Highway Maintenance Contractor in writing and give a minimum of 5 Working days' notice (from receipt of the written notice (unless a different time line is agreed between the parties both acting reasonably)) to attend a joint inspection to discuss the issue of the handover of the works to the Council. Within 3 Working Days of such inspection, the Council (with input from the Highway Maintenance Contractor) shall issue an inspection notice ("Inspection Notice") being a combined list of:

6.1.1 minor defects or other minor items of work which should be made good or completed notwithstanding the issue of the relevant Certificate of Completion; and/or

6.1.2 all items which the Council reasonably consider necessary to be made good or remedied so that the Highway Works can be satisfactorily maintained as part of the Highway Network.

**6.2** The Combined Authority shall instruct the Project Manager to instruct the Approved Contractor to remedy all items (if any) in the Inspection Notice necessary to be made good or remedied (“Completion Condition Works”). After the completion of the Completion Condition Works by the Approved Contractor, the Combined Authority shall notify the Council and the Highway Maintenance Contractor that such works are complete and give to the Council and the Highway Maintenance Contractor a minimum of 5 Working days' notice (from receipt of the written notice (unless a different time line is agreed between the parties both acting reasonably)) to attend a joint inspection to discuss the issue of the Certificate of Completion. Within 3 Working Days of such inspection, the Council (with input from the Highway Maintenance Contractor) shall issue a letter confirming either:

**6.2.1** that the Council is satisfied that the Completion Condition Works have been completed (the “First Council Letter”) and the Certificate of Completion can be issued by the Project Manager; or

**6.2.2** what elements of the Completion Condition Works have still not been undertaken to a satisfactory standard that meets the reasonable requirements of the Council as Highway Authority.

If no letter is issued within such 3 Working Days, the Combined Authority may give 3 Working Days' notice to the Council of the action it proposes to take on the matters raised during such inspection (if any matters were raised). If the Council fail to respond within 3 Working Days of such notification the Combined Authority may implement its actions and the First Council Letter shall be deemed to have been issued and the Certificate of Completion can be issued by the Project Manager.

- 6.3 If the relevant Certificate of Completion referred to in clause 6.3 is not issued the process in clause 6.2 shall be repeated as often as necessary (provided it is reasonable to follow this approach) until the relevant Certificate of Completion is issued. The Approved Contractor should provide 5 Working days' notice (unless otherwise agreed between the parties) for each subsequent requested joint inspection.
- 6.4 If any party does not attend any such inspection when invited, representations from such party following the Inspection Notice may be disregarded.
- 6.5 From the date of issue of the Certificate of Completion, the Highway Works will become maintainable at the Council's expense

## **7 Defects Certificate**

- 7.1 All notified Defects under the Call Off Contract terms shall be required to be made good before the issuing of the Certificate of Completion due to the need to use the works and the need for traffic management to be in place to correct defects or for others to do their work so no minor defects will be allowed to be corrected after completion.
- 7.2 Before the issue of the relevant Defects Certificate, the Combined Authority shall require its Approved Contractor to make good all defects or other faults in the Highway Works (or relevant Section thereof) arising during the Defects Notification Period.
- 7.3 At the expiration of a period of 46 weeks from issue of the relevant Certificate of Completion or on the date (whichever is the later) on which

any defect or other faults arising during the relevant Defects Notification Period is made good to the satisfaction of the Combined Authority, the Combined Authority shall advise the Council of this in writing and give the Council a minimum of 5 Working days' notice (from receipt of the written notice) to attend a joint inspection to discuss the issue of the relevant Defects Certificate.

7.4 Within 3 Working Days of such inspection, the Council (with input from the Highway Maintenance Contractor) shall issue an inspection notice ("Defects Inspection Notice") being a combined list of defects or other items of work which should be made good prior to the issue of the relevant Defects Certificate.

7.5 The Combined Authority shall instruct the Approved Contractor to remedy all items (if any) in the Defects Inspection Notice (the "Defects Correction Works") necessary to be made good or remedied before the issue of the relevant Defects Certificate. After the completion of the Defects Correction Works by the Approved Contractor, the Combined Authority shall notify the Council and Highway Maintenance Contractor that such works are complete and give to the Council and the Highway Maintenance Contractor a minimum of 5 Working days' notice (from receipt of the written notice) to attend a joint inspection to discuss the issue of the relevant Defects Certificate. Within 5 Working Days of such inspection, the Council (with input from the Highway Maintenance Contractor) shall issue a letter confirming either

7.5.1 that the Council is satisfied that the Defects Correction Works have been completed (the "Second Council Letter") and the Defects Certificate can be issued by the Supervisor.

7.5.2 what elements of the Defects Correction Works have still not been undertaken to a reasonable satisfactory standard.

If no letter is issued within such 3 Working Days, the Combined Authority may give 3 Working Days' notice to the Council of the action it proposes to take on the matters raised during such inspection. If the Council fail to respond within 3 Working Days of such notifications the Combined Authority may implement its actions and the Second Council Letter shall be deemed to have been issued and the Defects Certificate can be issued by the Supervisor.

- 7.6 If the relevant Defects Certificate is not issued, the process in clause 7.5 shall be repeated as often as necessary until the relevant Defects Certificate is issued. The Approved Contractor should provide 5 days' notice for each subsequent requested joint inspection.
- 7.7 If any party does not attend any such inspection when invited, representations from such party following the Defects Inspection Notice may be disregarded unless otherwise agreed in writing between the parties.
- 7.8 If the Council disagrees with the issue of the relevant Defects Certificate, it can refer such dispute to the dispute resolution procedure in this Agreement, but such dispute shall not delay the issue of such certificate.
- 7.9 In complying with its obligations under this clause the Council shall act in accordance with its obligations under its agreement with the Highway Maintenance Contractor for the maintenance of highway maintainable at the public expense within the Borough of Sandwell

## **8 Indemnity**

- 8.1 The Combined Authority shall indemnify the Council from and against all claims demands actions proceedings costs and penalties whatsoever arising out of or in connection with or ancillary to the carrying out of the Highway Works or any part or parts thereof including but without prejudice to the generality of the foregoing any liability of the Council as a result of

the application of the provisions of the Compulsory Purchase Act 1965 (as amended) Land Compensation Act 1973 (as amended) or by virtue of the Noise Insulation Regulations made thereunder including any liability falling upon the Council by virtue of it exercising its discretionary powers under the said Regulations save for any claims arising as a result of the negligence of the Council PROVIDED THAT

8.1.1 The Council shall notify the Combined Authority forthwith upon receipt of any such claim and shall provide such information about it as the Combined Authority shall reasonably require

8.1.2 The Council shall not settle, admit liability, agree, or compromise any such claim without consulting the Combined Authority such consultation to be made within 21 days from the Council receiving the claim) as to the terms and quantum of such proposed settlement and the Council shall take into account the Combined Authority's reasonable representations such representations not to be unreasonably withheld or delayed

8.1.3 Subject to clauses 8.1.1 and 8.1.2 the Combined Authority shall pay to the Council the amount required to settle the claim within 28 days of the Council sending to the Combined Authority a written request specifying the sum required to settle the claim

8.2 The Combined Authority shall comply with all aspects of the CDM Regulations and in particular shall ensure that all obligations imposed on the client (as defined in the CDM Regulations) are satisfied and will indemnify the Council against all claims liabilities actions arising out of a failure to do so

## **9 Funding and Security**

9.1 The Combined Authority shall deliver the Highway Works as provided in this agreement and meet the full cost of the works provided for herein subject to the terms of this Agreement.

9.2 Without prejudice to any other remedies available to the Council if the Highway Works or any part or parts thereof are not carried out or completed in accordance with the agreed Programme, Specification, scope and detailed design as set out generally under this Agreement and more specifically in the Call Off Contract and agreement to remedy this position cannot be resolved between the Combined Authority and the Combined Authority's Approved Contractor under the terms of the Call Off Contract then the Council (after giving twenty-eight days written notice or in the event of there being a significant danger to users of the highway such lesser period as may in the circumstances be reasonable of its intention to the Combined Authority) may, subject to the terms of this Agreement, execute or complete the relevant part or parts of the Highway Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its reasonable and proper costs as agreed between the Parties or as resolved through the Arbitration process (see clause 11) from the Combined Authority.

## **10 Notices etc**

10.1 All Notices under this Agreement shall be expressed in writing (and shall not be unreasonably made withheld or delayed) such service to include the use of electronic communications (including the emails provided for each parties representatives in clause 4 above) provided the service of a Notice by electronic communication is accompanied with a request for acknowledgement of receipt which shall not be unreasonably withheld or delayed.

- 10.2 The address for service by hand or by mail of any such notice or consent or approval or expression of satisfaction shall be the address of the parties set out in the heading of this Agreement above. Service by mail shall be made by DX or Royal Mail service which requires signature upon delivery.
- 10.3 Either party may notify the other of any change of address for service as required.
- 10.4 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day

## **11 Arbitration**

Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 (as amended) or any statutory modification or re-enactment thereof for the time being in force

## **12 Statutory Undertakers' Apparatus**

For the avoidance of doubt it is hereby expressly declared that the Combined Authority in carrying out any Highway Works which it is required by this Agreement to execute shall at its own expense divert or protect all or any pipes wires cables or equipment belonging to any person or body having power to undertake street works under the New Roads and Street Works Act 1991 (as amended) as may be necessary to enable such works properly to be carried out or may be reasonably directed by the Service Manager and all alterations to existing services shall be carried out to the satisfaction of the appropriate authorities and undertakers

### **13 Review and Inspection**

- 13.1 The Combined Authority shall ensure that the Highway Works are able to be inspected by the Engineer appointed by the Council and the Council shall have access to the CEMAR construction management programme for the Call Off Contract.
- 13.2 The Combined Authority shall permit and shall require any contractor or sub-contractor engaged on the Highway Works to permit at all reasonable times persons authorised by the Council including the Highway Maintenance Contractor to gain access to the site of the Highway Works to ensure compliance with the provisions of this Agreement and the Combined Authority shall allow persons authorised by the Council including the Highway Maintenance Contractor to inspect the Highway Works including all Traffic Signal Equipment and all works which relate to the Council's urban traffic control and management system AND FURTHER if applicable that in the case of Traffic Signal Equipment the Combined Authority (or any contractor and/or sub-contractor) shall invite the Council and the Highway Maintenance Contractor to any factory acceptance test prior to the installation of the same at the Scheme Site
- 13.3 For any Out of Hours Supervision and/or Inspection which in the view of either the Combined Authority or the Council may reasonably be required the party requesting the same shall give the other party a minimum of three (3) working days' notice
- 13.4 The Combined Authority shall invite the Council, and the Highway Maintenance Contractor to attend any pre-start site meeting in respect of the Highway Works in order for the Council, and the Highway Maintenance Contractor to familiarise themselves with the details and issues concerning such Highway Works (including the materials and method of construction)

## **14 Insurance**

14.1 Prior to the commencement of the Highway Works arrangements will be made by the Combined Authority to disclose to the Council all insurance levels required from the Approved Contractor under the Call Off Contract.

14.2 The Combined Authority shall require the Approved Contractor to maintain such insurance in place for each individual sectional completion stage until either (i) the Council certifies in writing that the Highway Works for an individual sectional completion stage have been completed to its satisfaction, or (ii) any dispute arising out of clause 7.8 in respect of an individual sectional completion stage has been determined by an arbitrator pursuant to clause 11; whichever is the earlier .

## **15 Notification of Start of Highway Works**

15.1 The Combined Authority covenants with the Council:

- (i) To serve the Implementation Notice on the Council marked for the attention of the Project Officer before the commencement of the Highway Works;
- (ii) Not to commence the Highway Works before the service of the Implementation Notice;
- (iii) That the Highway Works shall not commence before the detailed design, Programme, and Specification shall have been approved by the Service Manager under Clause 5.7;
- (iv) To complete an Air Quality Impact Assessment prior to the necessary notices or advertisements relating to Traffic Regulation Orders being published in accordance with statutory requirements
- (v) That the Highway Works shall not commence before objections to any Traffic Regulation Orders have been formally determined; and
- (vi) To comply with all statutory procedures under the New Roads and Street Works Act 1991 (as amended) for the notification of the start and

completion of the Highway Works

**16 Safety Audit**

16.1 At the Combined Authority's expense and prior to the approval of the detailed design a Stage 2 Safety Audit carried out by an independent safety auditor in accordance with Department of Transport Standard HD 19/15 shall be submitted to the Council and any recommendations made in the safety audit report shall be implemented.

16.2 At the Combined Authority's expense and prior to the issue of the Certificate of Completion a Stage 3 Safety Audit carried out by an independent safety auditor in accordance with the Department of Transport Standard HD 19/15 shall be submitted to the Council and any recommendations made in the safety report shall be implemented

16.3 Should the Council so require, at the Combined Authority's expense a Stage 4 Safety Audit of the Highway Works shall be carried out by the Council not before 12 months and not after 13 months from the date of issue of the Defects Certificate and not before 36 months and not after 37 months from the date of issue of the Defects Certificate by an independent safety auditor in accordance with the Department of Transport Standard HD 19/15 (both of which are to include a full on-site safety assessment of the works).

**17 Fees**

The Combined Authority shall pay to the Council: -

17.1 The Fees as follows:

**A34 Route**

(a) The administration and supervision fees to the Council on the basis set out in this clause and in the Administration and Supervision Fee in Appendix 2

for the Council's representatives

(b) The Council shall be entitled to request payment every 28 days in arrears by issuing an invoice to the Combined Authority in accordance with Appendix 2 and any queries on any invoice shall be reasonable and addressed in a timely manner and any disputes shall be addressed under the terms of this Agreement.

(c) The Combined Authority shall pay the Council's administration and supervision Fees within 14 days of submission of its invoice or invoices in accordance with the procedure set out in the Administration and Supervision Fee Spreadsheet in Appendix 2

17.2 The Council will invoice the Combined Authority up to a cap of £200,000.00 in respect of all liabilities arising under this clause 17.2.:

17.2.1 the cost of advertising and undertaking statutory public consultations prior to the SPRINT route becoming operational to decide whether a controlled parking zone is required within the following areas of Jayshaw Avenue, Waddington Avenue, Eastwood Road and Shenstone Road and if following the statutory public consultation it is shown that a controlled parking zone has resident approval the making, implementation costs and costs of annual parking permits and visitors vouchers for each controlled parking zone for a period of 5 years

17.2.2 the cost of advertising and undertaking statutory public consultations for a period of up to 1 year after the SPRINT route becoming operational to decide whether a controlled parking zone is required within the following areas of Jayshaw Avenue, Waddington Avenue, Eastwood Road and Shenstone Road and if following the statutory public consultation it is shown that a controlled parking zone has resident approval the making, implementation costs and costs of annual parking permits and visitors vouchers for each

controlled parking zone for a period of 5 years since Sprint first became operational

17.2.3 the cost of advertising and undertaking of statutory public consultation for a period of up to 4 years after the SPRINT route becomes operational to decide whether additional controlled parking zones are required on residential roads within a distance of up to 400m from each SPRINT bus stop in Sandwell and if following the statutory public consultation it is shown that a controlled parking zone has resident approval the making, implementation costs and costs of annual parking permits and visitors vouchers for each controlled parking zone for a period of 5 years since Sprint first became operational

17.2.4 The Combined Authority shall make payment to the Council within 28 days of issue of each invoice.

PROVIDED THAT the Council shall be entitled to revisit and if necessary adjust the fees set out herein as a result of any change to the Programme and/or approved detailed design and

17.3 Within 28 days of issue of an invoice sums representing the cost of replacement trees planted by the Council in accordance with the Tree Mitigation Strategy set out in First Schedule

17.4 Within 28 days of issue of an invoice for the Commuted Sum

17.5 Within 28 days of issue of an invoice under the Controlled Parking Zone

17.6 Invoices shall be submitted on a monthly basis with an account of the time incurred being provided in the invoice narrative. Queries on any invoice shall be reasonable and addressed in a timely manner and any disputes shall be addressed under the terms of this Agreement. Invoices shall be paid within 28 days of issue.

17.7 All fees to be paid under this Agreement shall be addressed to the Council marked for the attention of Project Officer and paid in accordance with the details provided in the Third Schedule

**18 Access**

18.1 The Council hereby permits the Combined Authority acting through its employees contractors or agents to enter upon the public highway for the purposes of executing the Highway Works in accordance with its obligations under this Agreement

18.2 The Combined Authority hereby permits the Council acting through its employees contractors or agents to enter upon the Scheme Site if required for the purposes of executing and maintaining the Highway Works

**19 Termination of Agreement**

19.1 Termination of this Agreement may only be carried out by written notice of the Chief Executives of the Council and Combined Authority.

**20 Assignment**

The rights and liabilities of the parties under this Agreement are not assignable without the prior written consent of the other.

**21 Interest**

If any payment due under any of the provisions of this Agreement is not made, due to the fault of the party required to make the payment, on or before the date on which it is due ("the Due Date"), the party from whom it was due shall at the same time as making the payment pay interest to the other party at two per cent above the Bank of England base rate as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is made and for the avoidance of doubt this Clause shall not apply to any payments which are delayed as a result of circumstances beyond the reasonable control of the party required to make the payment under this Clause

**22. Copyright**

The Combined Authority hereby grants to the Council an irrevocable non exclusive royalty free licence to use and to reproduce all details plans specifications and calculations prepared or provided by the Combined Authority in connection with the Highway Works (whether now or hereafter at any time in existence) and any works designs or inventions of the Combined Authority incorporated in or referred to therein provided always that such licence is able to be granted and granted only for any legitimate purpose related to the Highway Works

**23 Benefit**

It is hereby agreed by the parties hereto that the land which is to be benefited by the Highway Works is the Scheme Site

**24 Registration**

This Agreement shall be registrable as a Local Land Charge in the Register of Local Land Charges maintained by the Council

**25 Contracts (Rights of Third Parties) Act 1999**

Except in relation to successor bodies and successors in title and assigns to the parties to this Agreement, it is agreed that nothing in this Agreement entitles a person who is not a party to this Agreement to enforce any of the terms of this Agreement

**26 Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and Wales

**27 Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**28 Execution**

Each party agrees that the other may sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is conclusive of their intention to be bound by this agreement as if signed by each party's manuscript signature.

Executed as a DEED by the parties on the date and year first before written

## **FIRST SCHEDULE**

### **GENERAL ARRANGEMENT PLANS**

#### Phase One

The works shown generally on the General Arrangement Plans listed below or any revisions thereafter as approved by the Council comprising:

- a. New bus lanes
- b. Carriageway widening, construction and surfacing
- c. Junction modifications including traffic signal junctions
- d. Footway, verge and kerb alterations
- e. Landscaping works including tree planting
- f. Signal improvements for bus priority
- g. New Sprint Bus Shelters and associated equipment
- h. Traffic Regulation Orders (TRO) including revised Parking and loading restrictions
- i. Bus Lane Enforcement (BLE) enforcement infrastructure (Ducts, Power Supply and camera columns provided through this agreement only, BLE Cameras to be delivered by the Council)
- j. Street lighting
- k. Street furniture including guard railing.
- l. Ticketing facilities
- m. Utilities diversions and alterations.
- n. Highway drainage.
- o. Signs and Road Markings
- p. Pedestrian crossings

#### **Key Plans**

60599248-ACM-0000-0001-DR-TR-000001	KEY PLAN SECTION 1 (PACKAGE A)	C01
60599248-ACM-0000-0002-DR-TR-000001	KEY PLAN SECTION 2 (PACKAGE A)	C01
60599248-ACM-0000-0003-DR-TR-000001	KEY PLAN SECTION 3 (PACKAGE A, B, C)	C01

#### **Series 100 - Existing Layout**

60599248-ACM-0100-0000-DR-TR-000009	EXISTING LAYOUT SHEET 9	C01
60599248-ACM-0100-0000-DR-TR-000010	EXISTING LAYOUT SHEET 10	C01
60599248-ACM-0100-0000-DR-TR-000011	EXISTING LAYOUT SHEET 11	C01
60599248-ACM-0100-0000-DR-TR-000012	EXISTING LAYOUT SHEET 12	C01
60599248-ACM-0100-0000-DR-TR-000013	EXISTING LAYOUT SHEET 13	C04
60599248-ACM-0100-0000-DR-TR-000014	EXISTING LAYOUT SHEET 14	C04

#### **Series 110 - General Arrangement**

60599248-ACM-0110-0000-DR-TR-000009	GENERAL ARRANGEMENT SHEET 9 (PHASE 1)	C02
60599248-ACM-0110-0000-DR-TR-000010	GENERAL ARRANGEMENT SHEET 10 (PHASE 1)	C02
60599248-ACM-0110-0000-DR-TR-000011	GENERAL ARRANGEMENT SHEET 11 (PHASE 1)	C02
60599248-ACM-0110-0000-DR-TR-000012	GENERAL ARRANGEMENT SHEET 12 (PHASE 1)	C02
60599248-ACM-0110-0000-DR-TR-000013	GENERAL ARRANGEMENT SHEET 13 (PHASE 1)	C05
60599248-ACM-0110-0000-DR-TR-000014	GENERAL ARRANGEMENT SHEET 14 (PHASE 1)	C05

<b>Series 120 - Contours</b>		
60599248-ACM-0120-0000-DR-TR-000009	CONTOURS LAYOUT SHEET 9 (PHASE 1)	C01
60599248-ACM-0120-0000-DR-TR-000010	CONTOURS LAYOUT SHEET 10 (PHASE 1)	C02
60599248-ACM-0120-0000-DR-TR-000011	CONTOURS LAYOUT SHEET 11 (PHASE 1)	C01
60599248-ACM-0120-0000-DR-TR-000012	CONTOURS LAYOUT SHEET 12 (PHASE 1)	C02
60599248-ACM-0120-0000-DR-TR-000013	CONTOURS LAYOUT SHEET 13 (PHASE 1)	C04
60599248-ACM-0120-0000-DR-TR-000014	CONTOURS LAYOUT SHEET 14 (PHASE 1)	C04
<b>Series 130 - Long Sections</b>		
60599248-ACM-0130-0002-DR-TR-000001	LONG SECTIONS (SECTION 2) SHEET 1	C01
60599248-ACM-0130-0002-DR-TR-000002	LONG SECTIONS (SECTION 2) SHEET 2	C01
<b>Series 140 - Cross Sections</b>		
60599248-ACM-0140-0002-DR-TR-000001	CROSS SECTIONS (SECTION 2) SHEET 1	C02
60599248-ACM-0140-0002-DR-TR-000002	CROSS SECTIONS (SECTION 2) SHEET 2	C01
60599248-ACM-0140-0002-DR-TR-000003	CROSS SECTIONS (SECTION 2) SHEET 3	C01
60599248-ACM-0140-0002-DR-TR-000004	CROSS SECTIONS (SECTION 2) SHEET 4	C01
60599248-ACM-0140-0002-DR-TR-000005	CROSS SECTIONS (SECTION 2) SHEET 5	C01
60599248-ACM-0140-0003-DR-TR-000001	CROSS SECTIONS (SECTION 3) SHEET 1	C01
<b>Series 150 - SPRINT Stops</b>		
60599248-ACM-0150-0002-DR-TR-000100	PROPOSED SPRINT BUS STOP LOCATION SCOTT ARMS OUTBOUND SHELTER NO. 054803	C02
60599248-ACM-0150-0002-DR-TR-000200	PROPOSED SPRINT BUS STOP LOCATION CROSS LANE OUTBOUND	C02
60599248-ACM-0150-0002-DR-TR-000300	PROPOSED SPRINT BUS STOP CHAPEL LANE OUTBOUND SHELTER NO. 304616 SHEET 1 OF 2	C02
60599248-ACM-0150-0002-DR-TR-000301	PROPOSED SPRINT BUS STOP CHAPEL LANE OUTBOUND SHELTER NO. 304616 SHEET 2 OF 2	C02
60599248-ACM-0150-0002-DR-TR-000400	PROPOSED SPRINT BUS STOP SCOTT ROAD INBOUND SHEET 1 OF 2	C02
60599248-ACM-0150-0002-DR-TR-000401	PROPOSED SPRINT BUS STOP SCOTT ROAD INBOUND SHEET 2 OF 2	C02
60599248-ACM-0150-0002-DR-TR-000500	PROPOSED SPRINT BUS STOP CHAPEL LANE INBOUND SHELTER NO. 304615 SHEET 1 OF 2	C02
60599248-ACM-0150-0002-DR-TR-000501	PROPOSED SPRINT BUS STOP CHAPEL LANE INBOUND SHELTER NO. 304615 SHEET 2 OF 2	C02
<b>Series 200 - Site Clearance</b>		
60599248-ACM-0200-0000-DR-TR-000009	SITE CLEARANCE SHEET 9 (PHASE 1)	C02
60599248-ACM-0200-0000-DR-TR-000010	SITE CLEARANCE SHEET 10 (PHASE 1)	C02
60599248-ACM-0200-0000-DR-TR-000011	SITE CLEARANCE SHEET 11 (PHASE 1)	C02
60599248-ACM-0200-0000-DR-TR-000012	SITE CLEARANCE SHEET 12 (PHASE 1)	C02
60599248-ACM-0200-0000-DR-TR-000013	SITE CLEARANCE SHEET 13 (PHASE 1)	C05
60599248-ACM-0200-0000-DR-TR-000014	SITE CLEARANCE SHEET 14 (PHASE 1)	C05
<b>Series 300 - Fencing</b>		
60599248-ACM-0300-0000-DR-TR-000009	FENCING AND VRS SHEET 9 (PHASE 1)	C02
60599248-ACM-0300-0000-DR-TR-000010	FENCING AND VRS SHEET 10 (PHASE 1)	C02
60599248-ACM-0300-0000-DR-TR-000011	FENCING AND VRS SHEET 11 (PHASE 1)	C02
60599248-ACM-0300-0000-DR-TR-000012	FENCING AND VRS SHEET 12 (PHASE 1)	C02
60599248-ACM-0300-0000-DR-TR-000013	FENCING SHEET 13 (PHASE 1)	C05
60599248-ACM-0300-0000-DR-TR-000014	FENCING SHEET 14 (PHASE 1)	C05
<b>Series 500 - Drainage</b>		
60599248-ACM-0300-0000-DR-TR-000009	DRAINAGE SHEET 9	C02
60599248-ACM-0500-0000-DR-TR-000010	DRAINAGE SHEET 10	C02
60599248-ACM-0500-0000-DR-TR-000011	DRAINAGE SHEET 11	C02
60599248-ACM-0500-0000-DR-TR-000012	DRAINAGE SHEET 12	C02
60599248-ACM-0500-0000-DR-TR-000013	DRAINAGE SHEET 13	C05
60599248-ACM-0500-0000-DR-TR-000014	DRAINAGE SHEET 14	C05
<b>Series 600 - Earthworks</b>		

60599248-ACM-0600-0000-DR-TR-000009	EARTHWORKS SHEET 9 (PHASE 1)	C03
60599248-ACM-0600-0000-DR-TR-000010	EARTHWORKS SHEET 10 (PHASE 1)	C03
60599248-ACM-0600-0000-DR-TR-000011	EARTHWORKS SHEET 11 (PHASE 1)	C03
60599248-ACM-0600-0000-DR-TR-000012	EARTHWORKS SHEET 12 (PHASE 1)	C03
60599248-ACM-0600-0000-DR-TR-000013	EARTHWORKS SHEET 13 (PHASE 1)	C05
60599248-ACM-0600-0000-DR-TR-000014	EARTHWORKS SHEET 14 (PHASE 1)	C05
<b>Series 700 - Pavements</b>		
60599248-ACM-0700-0000-DR-PE-000009	PAVEMENT TREATMENT PLAN (SHEET 9 PHASE 1)	P05
60599248-ACM-0700-0000-DR-PE-000010	PAVEMENT TREATMENT PLAN (SHEET 10 PHASE 1)	P05
60599248-ACM-0700-0000-DR-PE-000011	PAVEMENT TREATMENT PLAN (SHEET 11 PHASE 1)	P05
60599248-ACM-0700-0000-DR-PE-000012	PAVEMENT TREATMENT PLAN (SHEET 12 PHASE 1)	P05
60599248-ACM-0700-0000-DR-PE-000013	PAVEMENT TREATMENT PLAN (PHASE 1)	P07
60599248-ACM-0700-0000-DR-PE-000014	PAVEMENT TREATMENT PLAN (PHASE 1)	P07
<b>Series 750 - PSV and HFS</b>		
60599248-ACM-0750-0000-DR-PE-000009	SURFACING REQUIREMENTS PSV AND HFS SHEET 9 (PHASE 1)	C04
60599248-ACM-0750-0000-DR-PE-000010	SURFACING REQUIREMENTS PSV AND HFS SHEET 10 (PHASE 1)	C04
60599248-ACM-0750-0000-DR-PE-000011	SURFACING REQUIREMENTS PSV AND HFS SHEET 11 (PHASE 1)	C04
60599248-ACM-0750-0000-DR-PE-000012	SURFACING REQUIREMENTS PSV AND HFS SHEET 12 (PHASE 1)	C04
60599248-ACM-0750-0000-DR-PE-000013	SURFACING REQUIREMENTS PSV AND HFS SHEET 13 (PHASE 1)	C05
60599248-ACM-0750-0000-DR-PE-000014	SURFACING REQUIREMENTS PSV AND HFS SHEET 14 (PHASE 1)	C05
<b>Series 1100 - Kerbs</b>		
60599248-ACM-1100-0000-DR-TR-000009	KERBING SHEET 9 (PHASE 1)	C01
60599248-ACM-1100-0000-DR-TR-000010	KERBING SHEET 10 (PHASE 1)	C02
60599248-ACM-1100-0000-DR-TR-000011	KERBING SHEET 11 (PHASE 1)	C01
60599248-ACM-1100-0000-DR-TR-000012	KERBING SHEET 12 (PHASE 1)	C02
60599248-ACM-1100-0000-DR-TR-000013	KERBING SHEET 13 (PHASE 1)	C04
60599248-ACM-1100-0000-DR-TR-000014	KERBING SHEET 14 (PHASE 1)	C04
<b>Series 1150 - Footways and Paved Areas</b>		
60599248-ACM-1150-0000-DR-TR-000009	FOOTWAYS SHEET 9 (PHASE 1)	C01
60599248-ACM-1150-0000-DR-TR-000010	FOOTWAYS SHEET 10 (PHASE 1)	C02
60599248-ACM-1150-0000-DR-TR-000011	FOOTWAYS SHEET 11 (PHASE 1)	C01
60599248-ACM-1150-0000-DR-TR-000012	FOOTWAYS SHEET 12 (PHASE 1)	C02
60599248-ACM-1150-0000-DR-TR-000013	FOOTWAYS SHEET 13 (PHASE 1)	C04
60599248-ACM-1150-0000-DR-TR-000014	FOOTWAYS SHEET 14 (PHASE 1)	C04
<b>Series 1200 - Road Markings</b>		
60599248-ACM-1200-0000-DR-TR-000009	ROAD MARKINGS SHEET 9 (PHASE 1)	C02
60599248-ACM-1200-0000-DR-TR-000010	ROAD MARKINGS SHEET 10 (PHASE 1)	C02
60599248-ACM-1200-0000-DR-TR-000011	ROAD MARKINGS SHEET 11 (PHASE 1)	C02
60599248-ACM-1200-0000-DR-TR-000012	ROAD MARKINGS SHEET 12 (PHASE 1)	C02
60599248-ACM-1200-0000-DR-TR-000013	ROAD MARKINGS SHEET 13 (PHASE 1)	C05
60599248-ACM-1200-0000-DR-TR-000014	ROAD MARKINGS SHEET 14 (PHASE 1)	C05
<b>Series 1250 - Traffic Signs</b>		
60599248-ACM-1250-0000-DR-TR-000009	TRAFFIC SIGNS SHEET 9 (PHASE 1)	C02
60599248-ACM-1250-0000-DR-TR-000010	TRAFFIC SIGNS SHEET 10 (PHASE 1)	C02
60599248-ACM-1250-0000-DR-TR-000011	TRAFFIC SIGNS SHEET 11 (PHASE 1)	C02
60599248-ACM-1250-0000-DR-TR-000012	TRAFFIC SIGNS SHEET 12 (PHASE 1)	C02
60599248-ACM-1250-0000-DR-TR-000013	TRAFFIC SIGNS SHEET 13 (PHASE 1)	C05
60599248-ACM-1250-0000-DR-TR-000014	TRAFFIC SIGNS SHEET 14 (PHASE 1)	C05
60599248-ACM-1250-0000-DR-TR-000015	TRAFFIC SIGNS SHEET 15 (PHASE 1)	C04
<b>Series 1280 - Traffic Signals</b>		
60599248-ACM-1280-0002-DR-TR-000160	TRAFFIC SIGNALS SECTION 2 – C0721 SITE 16 SCOTT ARMS	C01
60599248-ACM-1280-0002-DR-TR-000170	TRAFFIC SIGNALS SECTION 2 SITE 17 – C0711 SUNDIAL LN DUAL CROSSING	C02

60599248-ACM-1280-0002-DR-TR-000171	TRAFFIC SIGNALS SECTION 2 SITE 17 – C0711 CLEARANCE SUNDIAL LN DUAL CROSSING	C01
60599248-ACM-1280-0002-DR-TR-000180	TRAFFIC SIGNALS SECTION 2 SITE 18 – PAGES LN DUAL CROSSINGS	C02
60599248-ACM-1280-0002-DR-TR-000181	TRAFFIC SIGNALS SECTION 2 SITE 18 – CLEARANCE PAGES LN DUAL CROSSINGS	C02
60599248-ACM-1280-0002-DR-TR-000190	TRAFFIC SIGNALS SECTION 2 SITE 19 – C3529 M6 J7 BUS GATE	C01
60599248-ACM-1280-0002-DR-TR-000191	TRAFFIC SIGNALS SECTION 2 SITE 19 – C3529 CLEARANCE M6 J7 BUS GATE	C01
60599248-ACM-1280-0002-DR-TR-000200	TRAFFIC SIGNALS SECTION 2 SITE 20 – C0713 CHAPEL LN	C01
60599248-ACM-1280-0003-DR-TR-000150	TRAFFIC SIGNALS SECTION 3 SITE 15 - E2922 WALSALL RD / OLD WALSALL RD	C01
60599248-ACM-1280-0003-DR-TR-000310	TRAFFIC SIGNALS SECTION 3 SITE 31 - SCOTT ARMS SOUTH PEDESTRIAN CROSSING	C03
<b>Series 1300 - Street Lighting</b>		
60599248-ACM-1300-0002-DR-EL-000009	STREET LIGHTING SHEET 9	C02
60599248-ACM-1300-0002-DR-EL-000010	STREET LIGHTING SHEET 10	C02
60599248-ACM-1300-0002-DR-EL-000011	STREET LIGHTING SHEET 11	C02
60599248-ACM-1300-0002-DR-EL-000012	STREET LIGHTING SHEET 12	C02
60599248-ACM-1300-0002-DR-EL-000013	STREET LIGHTING SHEET 13	C06
60599248-ACM-1300-0003-DR-EL-000014	STREET LIGHTING SHEET 14	C05
60599248-ACM-1300-0003-DR-EL-000015	STREET LIGHTING SHEET 15	C04
<b>Series 1400 - Street Lighting Schematic Layout</b>		
60599248-ACM-1400-0002-DR-EL-000001	SPRINT A34 SECTION 2 STREET LIGHTING SCHEMATIC LAYOUT	C03
<b>Series 1500 - Bus Lane Enforcement</b>		
60599248-ACM-1500-0000-DR-TR-000009	BUS LANE ENFORCEMENT LOCATIONS SHEET 9 (PHASE 1)	C02
60599248-ACM-1500-0000-DR-TR-000010	BUS LANE ENFORCEMENT LOCATIONS SHEET 10 (PHASE 1)	C02
60599248-ACM-1500-0000-DR-TR-000011	BUS LANE ENFORCEMENT LOCATIONS SHEET 11 (PHASE 1)	C02
60599248-ACM-1500-0000-DR-TR-000012	BUS LANE ENFORCEMENT LOCATIONS SHEET 12 (PHASE 1)	C02
60599248-ACM-1500-0000-DR-TR-000013	BUSLANE ENFORCEMENT LOCATIONS SHEET 13 (PHASE 1)	C05
60599248-ACM-1500-0000-DR-TR-000014	BUSLANE ENFORCEMENT LOCATIONS SHEET 14 (PHASE 1)	C05
60599248-ACM-1500-0000-DR-TR-000015	BUSLANE ENFORCEMENT LOCATIONS SHEET 15 (PHASE 1)	C04
<b>Series 1700 - Structures</b>		
60599248-ACM-1700-0000-DR-SE-000010	CHAPEL LANE RETAINING WALL GENERAL ARRANGEMENT	C01
60599248-ACM-1700-0000-DR-SE-000011	CHAPEL LANE RETAINING WALL REINFORCEMENT DETAILS	C01
<b>Series 3000 - Landscape and Ecology</b>		
60599248-ACM-3000-0000-DR-TR-000009	LANDSCAPE AND ECOLOGY SHEET 9 (PHASE 1)	C02
60599248-ACM-3000-0000-DR-TR-000010	LANDSCAPE AND ECOLOGY SHEET 10 (PHASE 1)	C02
60599248-ACM-3000-0000-DR-TR-000011	LANDSCAPE AND ECOLOGY SHEET 11 (PHASE 1)	C02
60599248-ACM-3000-0000-DR-TR-000012	LANDSCAPE AND ECOLOGY SHEET 12 (PHASE 1)	C02
60599248-ACM-3000-0000-DR-TR-000013	LANDSCAPE AND ECOLOGY SHEET 13 (PHASE 1)	C05
60599248-ACM-3000-0000-DR-TR-000014	LANDSCAPE AND ECOLOGY SHEET 14 (PHASE 1)	C05
<b>AECOM Standard Details</b>		
<b>Series 150 - SPRINT Stops</b>		
60599248-ACM-0150-0000-SD-TR-000001	SPRINT BUS BOARDING POINT STANDARD DETAIL	C03
60599248-ACM-0150-0000-SD-TR-000101	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 1	C01
60599248-ACM-0150-0000-SD-TR-000102	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 2	C01
60599248-ACM-0150-0000-SD-TR-000103	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 3	C01
60599248-ACM-0150-0000-SD-TR-000104	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 4	C02
60599248-ACM-0150-0000-SD-TR-000105	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 5	C01
60599248-ACM-0150-0000-SD-TR-000106	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 6	C01
60599248-ACM-0150-0000-SD-TR-000107	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 7	C01
60599248-ACM-0150-0000-SD-TR-000108	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 8	C01
60599248-ACM-0150-0000-SD-TR-000109	CHAMBERS AND DUCTING STANDARD DETAILS SHEET 9	C01
<b>Series 500 - Drainage</b>		

60599248-ACM-0500-0003-SD-DR-000001	DRAINAGE STANDARD DETAILS SHEET 1	C02
60599248-ACM-0500-0003-SD-DR-000002	DRAINAGE STANDARD DETAILS SHEET 2	C02
60599248-ACM-0500-0003-SD-DR-000003	DRAINAGE STANDARD DETAILS SHEET 3	C02
60599248-ACM-0500-0003-SD-DR-000004	DRAINAGE STANDARD DETAILS SHEET 4	C01
<b>Series 700 - Pavements</b>		
60599248-ACM-0700-0000-SD-TR-000001	PAVEMENT SECTION PT1 & PT2A/B TIE-IN DETAILS D & E	C02
60599248-ACM-0700-0000-SD-TR-000002	PAVEMENT SECTIONS PT3 A/B/C/D OR PT4 TIE-IN DETAILS A & B	C02
60599248-ACM-0700-0000-SD-TR-000004	PAVEMENT SECTIONS PT2A TIE-IN DETAIL C LEVEL CHANGE	C02
60599248-ACM-0700-0000-SD-TR-000005	NEW KERB LAID WITHIN EXISTING CARRIAGEWAY TIE-IN DETAIL	C02
60599248-ACM-0700-0000-SD-TR-000007	A34 RED ROUTE FLUSH ENTRY TREATMENTS	C03
<b>Series 1500 - Bus Lane Enforcement</b>		
60599248-ACM-1500-0000-SD-TR-000001	BUS LANE ENFORCMENT STANDARD DESIGN SHEET 1	C01
60599248-ACM-1500-0000-SD-TR-000002	BUS LANE ENFORCMENT STANDARD DESIGN SHEET 2	C02
60599248-ACM-1500-0000-SD-TR-000003	BUS LANE ENFORCMENT STANDARD DESIGN SHEET 3	C02

**Sandwell Metropolitan Borough Council Standard Details (60599248-ACM-0000-0000-SD-SI-000002, P01 zip file)**

**Series 100 - Preliminaries**

SD/100/01	SCHEME INFORMATION BOARD	1
SD/100/02	ROADWORKS ADVANCED WARNING SIGNS	1
SD/100/03	DETAILS OF STREET WORKS FOR PEDESTRIANS	1

**Series 300 - Fencing and Environmental Barriers**

SD/300/01	STEEL PALISADE FENCE	1
SD/300/02	CLOSE BOARDED FENCE	1
SD/300/03	TRIP RAIL DETAILS	1
SD/300/04	CHAIN LINK FENCE	1
SD/300/05	ANTI-CLIMB HEAVY DUTY TEMPORARY FENCE PANEL	1
SD/300/06	ENVIRONMENTAL NOISE BARRIER	1
SD/300/07	CAR PARK BARRIERS	1
SD/300/08	BOUNDARY FENCE DETAILS	1
SD/300/09	FENCING DETAILS	1
SD/300/10	PERMANENT TIMBER THREE RAIL FENCE	1
SD/300/11	MOTORCYCLE BARRIER AND WIDE/EMERGENCY ACCESS GATES	1
SD/300/12	STEEL PALISADE SECURITY GATE AND KISSING GATE	1
SD/300/13	HAYRACK RAILING	1

**Series 400 - Safety Fences, Safety Barriers and Pedestrian Guardrails**

SD/400/01	PEDESTRIAN GUARD RAIL TYPE 1 AND TYPE 2	1
SD/400/02	PEDESTRIAN GUARDRAIL HIGH VISIBILTY PEDESTRIAN BARRIER TYPE 3	1
SD/400/03	PEDESTRIAN GUARDRAIL BESPOKE DETAILS	1
SD/400/04	N1 VEHICLE PARAPET (50mph) VERTICAL INFILL	1
SD/400/05	N1 VEHICLE PARAPET (50mph) 3 RAIL SYSTEM – 1m NOMINAL HEIGHT	1
SD/400/06	N1 VEHICLE PARAPET (70mph) 3 RAIL SYSTEM – 1m NOMINAL HEIGHT	1

**Series 500 - Drainage and Service Ducts**

SD/500/01	CARRIAGEWAY GULLY	1
SD/500/02	FOOTWAY GULLY & GULLY CHUTE CONNECTOR	1
SD/500/03	BACKDROP DETAILS	1
SD/500/04	CARRIAGEWAY IRONWORK LEVEL ADJUSTMENT	1
SD/500/05	TYPICAL MANHOLE DETAILS TYPE A	1
SD/500/06	TYPICAL MANHOLE DETAILS TYPE B	1
SD/500/07	TYPICAL MANHOLE DETAIL TYPE C	1
SD/500/08	TYPICAL MANHOLE DETAILS TYPE D	1
SD/500/09	TYPICAL MANHOLE DETAILS TYPE E	1
SD/500/10	TYPICAL MANHOLE DETAIL TYPE F	1

SD/500/11	CATCHPIT AND INSPECTION CHAMBER	1
SD/500/12	REINSTATEMENT OF CARRIAGEWAYS, FOOTWAYS AND VEHICLE CROSSINGS	1
SD/500/12	KERB LOOP BOX DETAILS	1
SD/500/14	PIPE BEDDING	1
SD/500/15	SERVICE DUCT AND PROTECTION DETAILS	1
SD/500/16	COMBINED DRAINAGE KERB UNITS	1
SD/500/17	LINEAR DRAINAGE UNITS	1
SD/500/18	SAFETY HOOP (FOR LADDERS)	1
SD/500/19	SLOT CUT CABLE ENTRY	1
SD/500/20	ATTENUATION TANK DETAILS	1
<b>Series 600 – Earthworks</b>		
SD/600/01	WIDENING OF EXISTING EMBANKMENT ON SIDE SLOPE	1
SD/600/02	ITINERANT DETERRENT AND DITCHING	1
<b>Series 700 – Pavements</b>		
SD/700/01	WIDENING OF EXISTING CARRIAGEWAY	1
SD/700/02	CONSTRUCTION OF NEW CARRIAGEWAY OVER EXISTING	1
SD/700/03	FLEXIBLE CARRIAGEWAY CONSTRUCTION JOINTS	1
SD/700/06	PATCHING AND TRENCH REINSTATEMENTS	1
SD/700/07	CARRIAGEWAY EDGE STRENGTHENING DETAILS	1
SD/700/08	MINI ROUNDABOUT CONSTRUCTION	1
SD/700/09	TYPICAL CARRIAGEWAY CROSSING SECTION	1
SD/700/10	TRAFFIC CALMING MEASURES – SPEED CUSHION	1
SD/700/11	TRAFFIC CALMING MEASURES – FLAT TOP ROAD HUMP	1
SD/700/12	TRAFFIC CALMING MEASURES – SPEED TABLE	1
SD/700/14	ZEBRA CROSSING	1
SD/700/15	PUFFIN / TOUCAN CROSSING	1
<b>Series 1100 - Kerbs, Footways and Paved Areas</b>		
SD/1100/01	KERB, QUADRANTS AND EDGINGS SHEET 1 OF 2	1
SD/1100/02	KERB, QUADRANTS AND EDGINGS SHEET 2 OF 2	1
SD/1100/03	KERB CONSTRUCTION DETAILS (SHEET 1 OF 2)	1
SD/1100/04	KERB CONSTRUCTION DETAILS (SHEET 2 OF 2)	1
SD/1100/05	CHANNEL BLOCKS	1
SD/1100/07	TYPICAL FOUNDATION FOR EDGINGS CHANNEL AND KASSEL KERBS	1
SD/1100/08	GRANITE SETT KERBING	1
SD/1100/09	FOOTWAY CONSTRUCTION	1
SD/1100/10	VEHICLE CROSSING CONSTRUCTION	1
SD/1100/13	DROPPED KERB FOR UNCONTROLLED PEDESTRIAN CROSSING	1
SD/1100/14	SPLASH STRIP AND CHEVRON BLOCKS FOR ROUNDABOUTS	1
SD/1100/15	SPLASH STRIP DETAILS	1
SD/1100/16	BLOCK PAVED FOOTWAY DETAILS	1
SD/1100/18	VARIOUS PAVING DETAILS	1
SD/1100/19	BUS BOARDING POINT PAVING DETAIL	1
SD/1100/20	BUS STOP SHELTER FOUNDATION DETAILS	1
SD/1100/21	PEDESTRIAN REFUGE	1
<b>Series 1200 - Traffic Signs And Road Markings</b>		
SD/1200/02	TRAFFIC SIGNAL AND SIGN FOUNDATION DETAILS	1
SD/1200/03	MULTIPLE SIGNS ON ONE POST	1
SD/1200/04	MINIMUM CLEARANCES FROM CARRIAGEWAY EDGE	1
SD/1200/05	TYPICAL STREET NAMEPLATE DETAILS	1
SD/1200/06	INSTALLATION BASE UNITS FOR ILLUMINATED BOLLARDS	1
SD/1200/07	TRAFFIC SIGNAL POLE DETAILS	1
SD/1200/08	TRAFFIC SIGNAL POLOE HOUSING UNITS	1
SD/1200/09	TRAFFIC SIGNAL DUCTING DETAILS	1

SD/1200/11	CABLE ACCESS CHAMBERS	1
SD/1200/13	PEDESTRIAN BEACON	1
SD/1200/14	TYPICAL ACCESS COVER AND FRAME DETAILS	1
SD/1200/18	FEEDER PILLAR AND SIGNAL CONTROLLER CABINET	1
SD/1200/19	STAINLESS STEEL ILLUMINATED BOLLARD DETAILS	1
<b>Series 1300 - Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts</b>		
SD/1300/01	LAMP COLUMN MOUNTIL DETAIL AND CABLE TRENCHES	1
<b>Series 1400 - Electrical Work for Road Lighting and Traffic Signs</b>		
SD/1400/01	WIRING IN COLUMN AND SIGN BASES AND STEEL ARMOUR EARTHING	1
SD/1400/02	EARTH ELECTRODE ARRANGEMENTS SHEET 1 OF 2	1
SD/1400/03	EARTH ELECTRODE ARRANGEMENTS SHEET 2 OF 2	1
<b>Series 2200</b>		
SD/2200/01	BAL D400 CARRIAGEWAY LOOP BOX	1
SD/2200/02	STAKKbox™ MODULA 600 x 450 INSTALLATION AND SPECIFICATION	1
SD/2200/03	ACCESSORIES / COVERS FOR NAL STAKKAbOX ACCESS CHAMBERS	1
SD/2200/04	RETENSION SOCKET – LARGE BASE	1
SD/2200/05	TEMPORARY TRAFFIC SIGNAL FOUNDATION	1
SD/2200/06	LOW SPEED / SOLID GROUND AREA INSTALLATION DETAILS	1
<b>Series 2700 - Street Furniture</b>		
SD/2700/01	CONCRETE BOLLARDS	1
SD/2700/02	FLEXIBLE AND WEDNESFIELD BOLLARDS	1
SD/2700/03	BOLLARD DETAILS	1
SD/2700/04	“SHEFFLIED” CYCLE STAND AND SPACING	1
SD/2700/05	WEDNESFIELD CYCLE LOCK UP AND HOOP RAIL FIXING DETAILS	1
SD/2700/06	“PENNY FARTHING” CYCLE STAND DETAILS	1
SD/2700/07	FINGER POST DETAIL AND CAR PARK SIGNBOARD	1
SD/2700/08	SEATING DETAILS	1
SD/2700/09	LITTER BIN FIXING DETAILS	1
SD/2700/10	TELESCOPIC BOLLARD WITH LIFT ASSISTANCE	1
<b>Series 3000 - Landscape and Ecology</b>		
SD/3000/01	TREE PIT	1

#### Bus Stops Standard Details (Bus Shelters Ltd.)

MAC1001 (1/2)	TYPE 1 WAITING SHELTER (2BAY LH, INFO TOTEM, 3 BAY RH) SHEET 1 OF 2	B
MAC1001 (2/2)	TYPE 1 WAITING SHELTER (2BAY LH, INFO TOTEM, 3 BAY RH) SHEET 2 OF 2	B
MAC1001-F1 (1/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY RH) SHEET 1 OF 5	C
MAC1001-F1 (2/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY RH) SHEET 2 OF 5	C
MAC1001-F1 (3/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY RH) SHEET 3 OF 5	C
MAC1001-F1 (4/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY RH) SHEET 4 OF 5	C
MAC1001-F1 (5/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY RH) SHEET 5 OF 5	C
MAC1001-F2 (1/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY) SHEET 1 OF 5	C
MAC1001-F2 (2/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY) SHEET 2 OF 5	C
MAC1001-F2 (3/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY) SHEET 3 OF 5	C
MAC1001-F2 (4/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY) SHEET 4 OF 5	C
MAC1001-F2 (5/5)	TYPE 1 WAITING SHELTER FOUNDATION (2BAY LH, INFO TOTEM, 3BAY) SHEET 5 OF 5	C
MAC1003-F5 (1 to 5)	TYPE 3 SHELTER STEPPED FOUNDATION AT SCOTT ROAD	A

MAC1001-F6	TYPE 1 SHELTER STEPPED FOUNDATION AT SCOTT ARMS	-
MAC1002 (1/2)	TYPE 2 WAITING SHELTER (3BAY) SHEET 1 OF 2	A
MAC1002 (2/2)	TYPE 2 WAITING SHELTER (3BAY) SHEET 2 OF 2	A
MAC1002-F1 (1/4)	FOUNDATION SLAB TO SUIT SPRINT TYPE 2 WAITING SHELTER SHEET 1 OF 4	C
MAC1002-F1 (2/4)	FOUNDATION SLAB TO SUIT SPRINT TYPE 2 WAITING SHELTER SHEET 2 OF 4	C
MAC1002-F1 (3/4)	FOUNDATION SLAB TO SUIT SPRINT TYPE 2 WAITING SHELTER SHEET 3 OF 4	C
MAC1002-F1 (4/4)	FOUNDATION SLAB TO SUIT SPRINT TYPE 2 WAITING SHELTER SHEET 4 OF 4	C
MAC1002-F2 (1/4)	FOUNDATION SLAB TO SUIT TYPE 2 WAITING SHELTER (3BAY) SHEET 1 OF 4	C
MAC1002-F2 (2/4)	FOUNDATION SLAB TO SUIT TYPE 2 WAITING SHELTER (3BAY) SHEET 2 OF 4	C
MAC1002-F2 (3/4)	FOUNDATION SLAB TO SUIT TYPE 2 WAITING SHELTER (3BAY) SHEET 3 OF 4	C
MAC1002-F2 (4/4)	FOUNDATION SLAB TO SUIT TYPE 2 WAITING SHELTER (3BAY) SHEET 4 OF 4	C
MAC1003 (1/2)	TYPE 3 WAITING SHELTER (2BAY LH, INFO TOTEM, 1 BAY RH) SHEET 1 OF 2	A
MAC1003 (2/2)	TYPE 3 WAITING SHELTER (2BAY LH, INFO TOTEM, 1 BAY RH) SHEET 2 OF 2	A
MAC1003-F1 (1/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RH) SHEET 1 OF 5	C
MAC1003-F1 (2/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RH) SHEET 2 OF 5	C
MAC1003-F1 (3/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RH) SHEET 3 OF 5	C
MAC1003-F1 (4/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RH) SHEET 4 OF 5	C
MAC1003-F1 (5/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RH) SHEET 5 OF 5	C
MAC1003-F2 (1/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RK) SHEET 1 OF 5	C
MAC1003-F2 (2/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RK) SHEET 2 OF 5	C
MAC1003-F2 (3/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RK) SHEET 3 OF 5	C
MAC1003-F2 (4/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RK) SHEET 4 OF 5	C
MAC1003-F2 (5/5)	TYPE 3 WAITING SHELTER FOUNDATION (3BAY LH, INFO TOTEM, 1BAY RK) SHEET 5 OF 5	C
MAC1051-3 (1/2)	TYPE 1N-3 WAITING SHELTER (2BAY LH, INFO TOTEM, 3 BAY RH) SHEET 1 OF 2	A
MAC1051-3 (2/2)	TYPE 1N-3 WAITING SHELTER (2BAY LH, INFO TOTEM, 3 BAY RH) SHEET 2 OF 2	A
MAC1053 (1/2)	TYPE 3 NARROW ROOF SHELTER (2BAY LH, INFO TOTEM, 1 BAY RH) SHEET 1 OF 2	A
MAC1053 (2/2)	TYPE 3 NARROW ROOF SHELTER (2BAY LH, INFO TOTEM, 1 BAY RH) SHEET 2 OF 2	A
BUS SHELTER UNMETERED FEEDER PILLAR	Bus Shelter Unmetered Feeder Pillar Sheet 1 of 2	2
BUS SHELTER UNMETERED FEEDER PILLAR	Bus Shelter Unmetered Feeder Pillar Sheet 2 of 2	2

### 2.0 Traffic Sign Schedule

	Description	Revision
60599248-ACM-1250-0001-SH-TR-000003	Package A - Traffic Sign Schedule	C01
60599248-ACM-1250-0003-SH-TR-000002	Section 3 - Traffic Sign Schedule	C05

### 3.0 Traffic Signal Reports

	Description	Revision
60599248-ACM-1280-0002-RP-TR-000017	A34 - Site 17 – C0711: Sundial Ln Dual Crossings - Controller TR2500	C01
60599248-ACM-1280-0002-RP-TR-000019	A34 - Site 19 – M6 Junction 7 Bus Gate - Controller TR2500	C01
60599248-ACM-1280-0002-RP-TR-000020	A34 - Site 20 – C0713 – Chapel Ln - Controller TR2500	C01
60599248-ACM-1280-0002-RA-TR-000016	A34 - Site 16 – C0721: Walsall Rd / SCOTT Arms Traffic Signal Designer R&A	C01
60599248-ACM-1280-0002-RA-TR-000017	A34 - Site 17 – C0711: Sundial Ln Dual Crossings - Traffic Signal Designer R&A	C01
60599248-ACM-1280-0002-RA-TR-000018	A34 - Site 18 - Pages Ln Dual Crossings - Traffic Signal Designer R&A	C01
60599248-ACM-1280-0002-RA-TR-000019	A34 - Site 19 – M6 Junction 7 Bus Gate - Traffic Signal Designer R&A	C01
60599248-ACM-1280-0002-RA-TR-000020	A34 - Site 20 –C0713 – Chapel Ln - Traffic Signal Designer R&A	C01
60599248-ACM-1280-0003-RP-TR-000015	A34 - Site 15 – E2922: Walsall Rd/Old Walsall Rd -Controller TR2500	C01
60599248-ACM-1280-0003-RA-TR-000015	A34 - Site 15 – E2922: Walsall Rd/Old Walsall Rd-Traffic Signal Designer R&A	C01

**4.0 Street Lighting Schedule**

60599248-ACM-1300-0002-DS-EL-000001

**Description**

LIGHTING SCHEDULE SECTION 2

**Revision**

C02

### **TREE MITIGATION STRATEGY**

- (i) Any trees affected in the course of the Highway Works under the Call Off Contract for the Sprint Priority Route within the Council's highway network or on Parks Land shall be managed and/or replaced in line with a tree impact mitigation strategy to be first agreed with the Council's Arboricultural Officer ( as set out herein ), such mitigation strategy to identify size, species and location of replacement trees and management/maintenance arrangements for retained trees .
- (ii) The Council shall replace trees that have died during the Tree Replacement Fund Period and have been notified to the Combined Authority by the Council Arboriculturist PROVIDED THAT the cost of replacing trees shall be met by the Combined Authority using the Tree Replacement Fund

## **SECOND SCHEDULE**

### **TERMS AND CONDITIONS FOR THE EXECUTION OF HIGHWAY WORKS**

#### **1. Access**

1.1 The Combined Authority shall not cover up or put out of view any Highway Works without the approval of the Service Manager and shall afford full opportunity for him 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 2 working days' notice to the Service Manager whenever any such work or foundations is or are ready or about to be ready for examination

#### **2. Testing of Materials**

The Service Manager shall at the Combined Authority's expense have power in his reasonable discretion to test or require the testing of materials plant or workmanship used or proposed to be used in the Highway Works and to reject any materials plant or workmanship so tested which he may reasonably and properly find to be not in accordance with the Specification and the Drawings referred to in the First Schedule

The Combined Authority shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not to be in accordance with the Specification and the Drawings referred to in the First Schedule with such as are so in accordance

The Service Manager shall for the purposes of paragraph 3 of this Schedule 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

The Combined Authority shall as soon as is reasonably practicable remove such materials plant and workmanship as are rejected by the Service Manager pursuant to this Schedule which are not capable of repair or remedy from the site of the Highway Works and if the Combined Authority shall wish to continue to store such rejected irreparable materials plant and workmanship on the site of the Highway Works they shall be stored separately from those materials plant and workmanship which not been so rejected or which the Combined Authority shall wish in future to use in execution of the Highway Works

**3. Opening of the Works**

During the construction of the Highway Works and prior to the issue of the [Defects Certificate]:

3.1 The Service Manager may issue instructions to the Combined Authority to open up or expose any of the Highway Works which has been covered up without previously being inspected by the Service Manager Provided that such instructions are given in writing to the Combined Authority within 28 days of the Highway Works being covered up

3.2 Should the Combined Authority fail to comply with any such instructions the Council may so open up or expose the Highway Works causing as little damage or inconvenience as is possible to or in respect of any other part or parts of the Highway Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Combined Authority Provided that the Council shall only open up or expose the Highway Works within 3 months of the written notification given under clause 3.1

**4. Remedial Works**

4.1 Subject to paragraphs 4.2, 4.3 and 4.4 of this Schedule if the Highway Works or any part or parts of them (including without prejudice to generality failure to make good defects) are not executed or completed in accordance with the terms of this Agreement the Council may execute or complete the relevant part or parts of the Highway Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its reasonable and proper costs (including the costs referred to in paragraphs 3.1 and 3.2 of this Schedule ) from the Combined Authority

4.2 Before starting any works under paragraph 4.1 of this Schedule the Council shall first give the Combined Authority 15 working days' written notice or (in the event of there being a significant danger to users of the highway) such lesser period as may in the circumstances be reasonable of its intention to do so

4.3 Any notice served pursuant to paragraph 4.2 of this Schedule shall specify the Highway Works which have not been executed or completed in accordance with the terms of this Agreement and the period of notice ("the Notice Period") given thereunder

4.4 If before the expiry of the Notice Period, the Combined Authority shall serve written notice upon the Council that the Combined Authority intends forthwith to execute and/or to complete the Highway Works specified in the notice served by the Council under paragraph 4.2 of this Schedule in accordance with the terms of this Agreement the Council shall not be entitled to execute or to complete such Highway Works unless the Combined Authority then fails to execute and/or complete them

## **5. As built and Highway Adoption Drawings**

### **5.1 Highway Adoption Drawings**

Prior to the issue of the Certificate of Completion the Combined Authority shall provide the Council with two sets of scheme drawings to the satisfaction of the Service Manager showing to a scale of 1:500 (or such other scale as the Service Manager shall require) and by means of a colour code set out below (or such other colour code required by the Service Manager) the areas of newly adopted highway in relation to the existing highway

Pink: all new highway land

Red: hatched any highway land the use of which has changed (for example verge to carriageway)

Blue: dotted all existing drainage

Blue: solid all new drainage

Red: line the new highway boundary

### **5.2 As built Drawings**

Prior to the issue of the Certificate of Completion the Combined Authority shall provide the Council with three sets of drawings and an electronic copy to the satisfaction of the Service Manager showing to a scale of 1:500 (or such other scale as the Service Manager shall reasonably require) the Highway Works “as built”. The As built Drawings must include all departures from the approved Stage 2 Safety Audit drawings the position of all Statutory Undertakers’ apparatus any additional levels boreholes records or other information which the Service Manager considers to be useful

- 5.2.1. separate titled drawings outlining or identifying the location direction of flow and construction materials of all new and existing drainage ditches and the location of outfalls or soakaways
- 5.2.2 all street lighting illuminated signs and cables distinguishing between private cables and seeboard cables (and all cables shall be identified by their respective cypher reference numbers)
- 5.2.3 the highway boundary by means of red edging
- 5.2.4 all shrub areas and grass areas including area measurements and the date for expiration of the Combined Authority’s maintenance obligation together with contact names and telephone numbers of the Combined Authority’s personnel responsible for maintenance issues
- 5.2.5 any structures which will be maintained by or on behalf of the Council and those permanently maintained by or on behalf of the Combined Authority
- 5.2.6 signs and road markings on highway and location and details of sign faces
- 5.2.7 all completed finishes on the highway that is (but without limitation) high friction surfacing, wearing course, tactile paving, carriageway, footway finishes and kerb types

5.2.8 any other information as may be reasonably required by the Service  
Manager and/or the Highway Contractor

**6. Test Certificates**

6.1 Prior to the issue of the Certificate of Completion the Combined Authority shall provide  
the Council with the Test Certificates

**7. Highway Infrastructure Net Accrual Form**

7.1 Not less than 20 days prior to the issue of the Certificate of Completion the Combined  
Authority shall provide the Council with a copy of the completed Highway Infrastructure  
Net Accrual Form

**THIRD SCHEDULE**

**PAYMENT DETAILS**

Payment should be made quoting reference

A34/ SANDWELLSPRINT (WMCA) to:

Bank Name	NatWest Bank Plc
Address	309 High Street West Bromwich West Midlands B70 8LX
Account Name	Sandwell MBC —Holding & income
Sort Code	60-15-39
Account Number	69624178
SWIFTBIC No	NWBKGB2L
IBAN No	GB41 NWBK601 53969624178
Vat No	281 – 285 - 647

## **FOURTH SCHEDULE**

### **Section 8 Provisions**

1. The party which carries out any duties under this Schedule shall carry out those duties:
  - a. with proper authority and in compliance with statutory requirements, and
  - b. with proper regard for the protection of public and private interests
2. If the Combined Authority is for any reason unable to exercise any of the Functions hereunder it shall notify the Council forthwith
3. This Agreement commences on the date of completion hereof and shall remain in force until either:
  - a. the Agreement is terminated with the consent of both parties in writing, or
  - b. the Highway Works being completed to the reasonable satisfaction of The Council resulting in the Defects Certificate being issued
4. There is excepted and reserved to the parties all their respective functions powers and duties under the Town and Country Planning Act 1990
5. Each party shall at its own expense assist the other in meeting its obligations under the Freedom of Information Act 2000 and any related guidelines or codes of practice
6. That the Council and The Combined Authority will use all reasonable endeavours to work together in the spirit of co-operation in relation to all aspects of this agreement including but not limited to the exchange of information relevant to the carrying out of the Highway Works to enable activities by The Combined Authority and the Council to be co-ordinated

**FIFTH SCHEDULE**

Sprint – A34

Section 8 Highway Authority Functions

<b>Function</b>	<b>Responsible Authority</b>
Procurement of Designers and Contractors	WMCA
Appointment of Contractors	WMCA subject to agreement with Sandwell
Agreement to the Detailed Design	Sandwell
<b>Construction</b>	
Supervision of the works	WMCA
Inspection of the works	Sandwell
Notification of remedial works	WMCA in consultation and agreement with Sandwell
Issuing of Certificate of Completion	WMCA with agreement of Sandwell
Issuing of Defects Certificate	WMCA with agreement of Sandwell
Road Safety Audits	WMCA
<b>Traffic Regulation Orders</b>	
Traffic Regulation Orders to be advertised and sealed by Sandwell, all traffic regulation order details and plans to be provided by WMCA to Sandwell specification.	Sandwell
<b>Traffic Management</b>	
WMCA to work to Sandwell's Traffic Management Protocol issue 3 1 <sup>st</sup> June 2011.	WMCA to work to Sandwell Traffic Management
<b>Trees</b>	
WMCA to agree tree impact mitigation strategy with Sandwell Arboricultural Officer	WMCA with agreement of Sandwell
<b>Compulsory Purchase and Side Road Orders</b>	
Administration of the CPO/SRO process	WMCA
Supply of all CPO/SRO information and support at Public Inquiry	WMCA
<b>Handover to Sandwell's Highway Maintenance Contractor</b>	
Supply of all information to enable Maintainability Assessment to be undertaken and the handover of the completed scheme.	WMCA
<b>Scheme Programme</b>	
	WMCA to prepare, Sandwell to approve.

EXECUTED AS A DEED by affixing )  
THE COMMON SEAL of )  
THE BOROUGH COUNCIL OF SANDWELL )  
in the presence of:- )

Authorised Signatory

EXECUTED AS A DEED by )  
WEST MIDLANDS COMBINED AUTHORITY )  
acting by an authorised officer )  
in the presence of:- ) .....

Authorised Signatory

Signature of witness: .....

NAME (IN BLOCK CAPITALS): .....

ADDRESS: .....

.....

Appendix 1  
Highway Infrastructure Net Accrual Form

Appendix 2

Administration and supervision Fee

HOURLY RATES

Time incurred by Sandwell officers in connection with the works will be charged at the following rates (correct at 15 December 2020).

<b>Officer Grade</b>	<b>Rate per Hour (£)</b>
Officer	£29.21
Senior Officer	£43.43
Group Manager	£57.16
Service Manager	£80.52

The rates may be adjusted in line with any agreed pay award in April 2021 and annually thereafter.

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DATED \_\_\_\_\_ 2021

BOROUGH COUNCIL OF  
SANDWELL

-and-

WEST MIDLANDS COMBINED  
AUTHORITY

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Section 8 and section 278 Highways Act  
1980 relating to the carrying out of works  
to the highway known as the A34 bus  
route from Birmingham City Centre to  
Walsall including Sandwell at Great Barr  
for the length of the A34 corridor through  
Sandwell in the County of West Midlands

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Borough Council of Sandwell  
Legal & Governance Department  
Sandwell Council  
House Oldbury West Midlands  
B69 3DE