

S THIS AGREEMENT is made on the *11th* day of *March* 200*4*5

BETWEEN

(1) THE WEST MIDLANDS PASSENGER TRANSPORT EXECUTIVE ("**Centro**");

and

S (2) THE ~~METROPOLITAN~~ BOROUGH COUNCIL OF SANDWELL ("**the Council**").

WHEREAS

1. **Centro** has submitted an application for an Order under the Transport and Works Act 1992 to authorise an extension to Line 1 of the Midland Metro between Wednesbury and Brierley Hill:
2. **The Council** has agreed to support the application as a project partner and accepts that the Order will authorise the compulsory acquisition and use of land in its ownership required for the purpose of that extension:
3. Following on from the signing of a Heads of Terms on 11th April 2003 **Centro** and **the Council** are entering into this agreement relating to the promotion of the Order and the funding, construction, operation and maintenance of that extension:
4. **Centro** and **the Council** understand that the provisions of this agreement, save those contained within clauses 2, 11 and 12, are conditional upon the **TWA Order** being authorised by the Secretary of State

NOW IT IS AGREED as follows -

PART I - PRELIMINARY

I. Definitions

1.1

- | | |
|----------------------|---|
| "Agreed Date" | means the 22 nd December 2005 or such later date as Centro may notify in writing to the Council , not being later than the date on which a PIN notice is published in the Official Journal of the European Community |
| "Award Date" | means the date on which Centro appoints the Contractor; |
| "Centro" | means West Midlands Passenger Transport Executive of 16 Summer Lane Birmingham B19 3SD; |
| "the Concessionaire" | means the party from whom Centro procures the design and construction of the Extension ; |

- "Complementary Measures"** means those highway, traffic management and other works which **the Parties** agree are required in addition to the **Extension Works** to ensure that the **Extension** is fully integrated into the urban fabric as more fully set out in Appendix A;
- "The Council"** means the Metropolitan Borough Council of Sandwell of Sandwell House, Oldbury, B69 3DE;
- "The Council's Land"** means those lands within the ownership of **the Council** specifically identified in Appendix D
- "Extension"** means the proposed extension of Line 1 of the Midland Metro from Wednesbury to a new terminus at Brierley Hill comprising the **Extension Works**;
- "Extension Works"** means the works to construct the **Extension** for which powers are included in the **TWA Order**;
- "Parties"** means **Centro** and **the Council** either severally or together;
- "Public Operations"** means the opening of the **Extension** to fare-paying passenger traffic;
- "The Secretary of State"** means the Secretary of State for Transport or other government minister who from time to time is tasked with considering Transport & Works Act Order Applications
- "TWA Application"** means the application for the **TWA Order** made on 16th April 2003;
- "TWA Order"** means an Order under the Transport and Works Act 1992 to authorise the **Extension** for which application was made on 16th April 2003 including any modifications to that Order made by **the Secretary of State**;
- "TWA Inquiry"** means any public inquiry as may be required by **the Secretary of State** in connection with the **TWA Application**.

- 1.2 Any reference to a programmed date is to the date on which **Centro** intends the thing in question to take place, as notified to **the Council** from time to time either specifically in relation to an individual date or as shown on a programme or timetable for the procurement and construction of the **Extension**.
- 1.3 In this Agreement any reference to a clause refers to a clause of this Agreement and any reference to any article refers to an article of the **TWA Order**

PART II- THE ORDER

2. The TWA Application

- 2.1 **The Council** will use its best endeavours to make resources available to provide such support and assistance to **Centro** in the promotion of the **TWA Application** as may be reasonably required by **Centro**. Such support and assistance may include, but is not limited to:
- (a) giving evidence to any **TWA Inquiry** (as part of the applicant's team rather than as a separately represented party) in support of the **Extension**;
 - (b) providing meeting rooms or other facilities for consultation purposes;
 - (c) providing staff to assist in staffing of exhibitions or other events to publicise the scheme;
 - (d) assisting in negotiating and entering into agreements with objectors to the **TWA Application**; and
 - (e) ensuring any formal decisions of **the Council** or its committees are agreed in a timely manner.
- 2.2 **The Council** may recover from **Centro** all its reasonable costs of such support and assistance which will be paid to **the Council** in a timely manner..
- 2.3 **Centro** shall not agree any amendment to the documents submitted with the **TWA Application** which is relevant to the subject matter of this Agreement without the consent of **the Council** (which consent shall not be unreasonably withheld).
- 2.4 For the purpose of clause 2.3 **the Council** shall be deemed to have consented to a proposal to amend the **TWA Application** if it has not responded in writing within 10 working days of receipt of notice of a proposed amendment indicating that it does not consent.

PART III - LAND

3. Use of Council's Land

- 3.1 **Centro** shall exercise the powers of the **TWA Order** over **the Council's Land**, specified as 2.1 in Appendix D in accordance with those conditions specified in Appendix E.
- 3.2 **Centro** agree to indemnify **the Council** against all third party claims arising out of the use by **Centro** of any land in the ownership of **the Council**, including but not limited to death or personal injury, loss or damage to property and any damages, losses, actions, claims, demands, proceedings, costs charges and expenses except where such death or personal injury, loss or damage to property and any damages, losses, actions, claims, demands, proceedings, costs charges and expenses are due to any negligence on the

part of **the Council**, its officers or any other person acting upon **the Council's** behalf (excluding the use and occupation of any Highway Maintainable at public expense)

PART IV - THE WORKS

4. Construction of the Extension Works

- 4.1 In designing and constructing so much of the **Extension Works** as are highway or traffic management works **Centro** shall comply with **the Council** standards and specifications noted in Appendix B.
- 4.2 **The Council** shall be the Technical Approving Authority for all structures that carry the highway and the provision of BD2/02 Technical Approval for Highway Structures shall apply.
- 4.3 All structures shall be constructed in accordance with the approved design.
- 4.4 The **Extension Works** shall make provision in the design of the Metro alignment and tracks for a future stop at Gold's Hill.
- 4.5 The construction and maintenance of the Golds Hill stop by **Centro** shall be conditional on **the Council** providing funding in accordance with clause 10.3 and demonstrating a business case for the stop to **Centro's** reasonable satisfaction.
- 4.6 **The Council** shall ensure that any agreements entered into with potential developers of adjacent sites contain appropriate provisions requiring the developers to grant **Centro** suitable rights of vehicular access for the purposes of constructing and thereafter maintaining the Gold's Hill stop.
- 4.7 Subject to the conditions in clause 4.8 being satisfied **Centro** shall, in conjunction with the construction of the **Extension Works**, construct an underbridge to accommodate a highway crossing in the vicinity of the Gold's Hill stop in a position to be agreed between **Centro** and **the Council**
- 4.8 The conditions referred to in clause 4.7 are that **the Council** -
 - (a) notifies **Centro** by the **Agreed Date** that construction of the underbridge is required subject to **Centro** providing **the Council** with reasonable written notice of the **Agreed Date**.
 - (b) obtains any necessary authorisations or consents (including such consent as is required with Network Rail for the construction and maintenance of the underbridge), and provides the necessary funding, not less than 90 days before the **Award Date**

- 4.9 For the avoidance of doubt **Centro** shall not be responsible for the maintenance of the highway referred to in clause 4.7 or for the cost of maintaining the structure of the underbridge referred to in that clause.
- 4.10 **Centro** shall, pending the construction of a bridge to replace the existing level crossing at Eagle Lane/Bagnall Street, provide a safe crossing of the **Extension Works** and, subject to the approval of the Health and Safety Executive, Network Rail and the **Secretary of State**, **Centro** shall secure that
- (a) the crossing is not obstructed; and
 - (b) appropriate signs and chicanes are provided in order to slow down cyclists and to allow them to cross the alignment at right angles to the track.
- 4.11 **Centro** shall prepare a comprehensive Street Design Guide for use by the **Concessionaire** in designing, constructing and operating the **Extension**. The Street Design Guide shall be approved by the **Council** prior to it being issued as part of any contract documentation (such approval not to be unreasonably withheld) providing always it is agreed that **Centro** will submit the Street Design Guide for the **Council's** approval no less than 40 working days before the issue of such contract documentation. The Street Design Guide shall incorporate guidance on the design of walls, railings and pedestrian deterrent arrangements. This guide shall be used as the basis for the designs to be submitted to the **Council** in its role as Local Highway and Planning Authority.

5. Code of Construction Practice

- 5.1 The **Council**, acting in its role as the Local Highway and Planning Authority, shall use reasonable endeavours to agree Part 1 of the Code of Construction Practice ("**the Code**") in a form consistent with that agreed with Dudley Metropolitan Borough Council. For the avoidance of doubt Part I of the **Code** shall be based on the draft set out in Appendix C and shall be settled by the **Agreed Date**. Part II of the **Code** shall be settled before commencement of construction of the **Extension**.
- 5.2 **Centro** shall procure that any **Concessionaire** appointed to carry out the **Extension Works** (including any contractor and/or subcontractor appointed by the **Concessionaire**) complies with the **Code**.

6. Bridge Reconstructions

- 6.1 **Centro** shall consult and agree with the **Council**, the **Parties** acting reasonably, the phasing of works to reconstruct road bridges and footbridges which form part of the **Extension Works**.
- 6.2 The **Council** shall continue to own and/or, subject to article 16(2), maintain at its own cost those reconstructed bridges or parts of bridges, including the roadway and footways, that it currently owns and/or maintains.

7. Complementary Measures

- 7.1 Subject to clause 7.4 The **Council** shall, subject to obtaining the necessary consents or authorisations, execute the **Complementary Measures** set out in

Appendix A before the commencement of **Public Operations**, unless specifically released, in writing, from such an obligation by **Centro**

7.1.1 In the event that **the Council** request a release from the obligation set down in clause 7.1 **Centro** will act reasonably in considering such release.

7.2 **The Council** shall be responsible for obtaining all relevant consents or authorisations for the carrying out of the **Complementary Measures**.

7.3 Where any **Complementary Measures** erected under Part 1 of Appendix A are located on any land under the jurisdiction of **the Council**, **the Council** shall adopt such **Complementary Measures** upon their completion.

7.4 The **Complementary Measures** set down in clause 1(b), 3 (b) and 4(c) of Part 2 of Appendix A shall be carried out within a reasonable time following the commencement of **Public Operations** unless **Centro** and the **Council** agree that they are unnecessary

8. **Developments**

8.1 In exercising its functions as Local Planning Authority in relation to development on the route of the **Extension**, **the Council** shall, so far as it is properly able to do so, have regard to ensuring that such development does not jeopardise the implementation of the **Extension** and, so far as is reasonably practicable, is consistent and complementary to the **Extension**.

8.2 The measures referred to in clause 8.1 include consulting **Centro** on any such development and taking account of any representations made by **Centro** in response.

9. **Traffic Management and Highway Measures**

9.1 **The Council** shall, subject to its statutory obligations, assist **Centro** in providing such traffic management measures, both temporary and permanent, as may be required for the construction of **the Extension**. Such assistance shall be agreed in advance with **the Council** and shall include but not be limited to, the provision of notices, publicity and staffing in relation to such measures.

9.2 **Centro** shall obtain written approval of the engineering design of highway works included in the **TWA Order** from **the Council** acting as Highway and Traffic Authority to the extent that **the Council's** approval is not required pursuant to the Planning Direction. The approval of **the Council** shall not be unreasonably withheld and shall be provided in accordance with the timescale set out below (subject to **Centro** providing relevant information to an agreed framework and timescale]. The timescale for approval by **the Council** of such designs shall be that **the Council** shall use its reasonable endeavours to ensure that any agreement or approval which is required will be given within 20 Working Days.

9.3 Approval of the engineering design of highway works referred to in clause 9.2 shall be deemed to have been given after the expiry of 40 working days unless **Centro** receive written refusal (including reasons for such refusal) from **the Council** acting reasonably

- 9.4 In the event that **the Council** issue a refusal as set out in clause 9.3 **the Council** shall use reasonable endeavours to agree or approve any revised design within 15 working days. Approval of the revised design shall be deemed to have been given after the expiry of 20 working days unless **Centro** receive further written refusal (including reasons for such refusal) from **the Council** acting reasonably.
- 9.5 In the event of further refusal a meeting shall be convened as soon as reasonably practicable for the purpose of attempting to reach agreement upon the design of the Highway works.
- 9.5.1 The meeting referred to above must include the Designing Engineer and the Approving Engineer in addition to relevant senior officers from **the Council** and **Centro** who may be nominated to attend by their respective bodies.
- 9.5.2 In the event that the meeting referred to in this clause fails to secure agreement the matter shall immediately be referred to arbitration under the terms of the **TWA Order**
- 9.6 Highway works referred to in clause 9.2 shall be constructed in accordance with the approved engineering design or if not approved by that decided upon by virtue of clause 9.5.

PART V-FUNDING

10. Funding

- 10.1 **Centro** shall be responsible for funding the cost of the **Extension Works**, save where otherwise stated in this Agreement, and for the cost of the **Complementary Measures** as set out in Part 1, Appendix A.
- 10.2 **The Council** shall be responsible for the cost of the **Complementary Measures** set out in Part 2 of Appendix A.
- 10.3 **The Council** shall be responsible for funding the construction cost of the Gold's Hill stop.
- 10.4 By way of a contribution towards the **Extension** **The Council** shall pay to **Centro** a sum equivalent to the value of the compensation payable to **the Council** in respect of the acquisition or use of **the Council's** land under the powers of the **TWA Order** at the same time as **Centro** pays such compensation, to be agreed, pursuant to the **TWA Order**.
- 10.4.1 For the avoidance of doubt, occupation and use of the land in the ownership of **the Council** will not take place by **Centro** until a General Vesting Declaration has been executed or Notices of Entry have been served pursuant to the **TWA Order**
- 10.4.2 For the avoidance of doubt the compensation sum and **the Council's** contribution referred to in clause 10.4 shall be deemed to have been paid by **Centro** and **the Council** respectively on the date of the

General Vesting Declaration or the date the Notice of Entry is served by **Centro** upon **the Council**

- 10.5 **Centro** shall reimburse **the Council's** reasonable costs in approving, as the Highway Authority, the design of highway and traffic management works pursuant to clause 9.2 and in providing assistance pursuant to clause 9.1.
- 10.6 If further funding is required for the construction of the **Extension**, **the Council** agrees to consider, together with **Centro** and other project partners, means to secure this.

PART VI- MISCELLANEOUS

11. Representatives and Publicity

- 11.1 The **Parties** shall nominate a representative to liaise with each other in relation to the rights and obligations of the **Parties** under this Agreement.
- 11.2 The representatives nominated under clause 11.1 shall, in addition, liaise to establish a common policy in relation to dealings with the media, which shall, inter alia, require consultation between them before issuing information regarding the **Extension**.

12. Disclosure

- 12.1 **Centro** may disclose this Agreement to any **TWA Inquiry**.

13. Transfer of Rights and Obligations

- 13.1 Subject to clause 13.2 **Centro** may transfer to any person to whom powers of the **TWA Order** are transferred under section 54 of the Midland Metro Act 1989 as applied by article 5(1) ("**the transferee**") such of its rights or obligations under this Agreement as are relevant to those powers.
- 13.2 On or prior to such transfer **Centro** shall procure from **the transferee** a direct covenant in favour of **the Council** to observe and perform such of the obligations of **Centro** under this Agreement as have been transferred, and thereupon **Centro** shall be released from any obligations to observe and perform those obligations.

14. Cost and Expenses

- 14.1 Except as otherwise specifically provided in this Agreement **the Parties** shall bear their own costs and expenses arising out of entering into and performing their obligations under this Agreement, including costs in obtaining any permissions and consents required for the performance of their obligations under this Agreement

15. Rights of Third Parties

- 15.1 Only **Centro** and **the Council** may enforce the terms of this Agreement and no third party may enforce any such term by virtue of the Contracts (Rights of Third Parties) Act 1999.

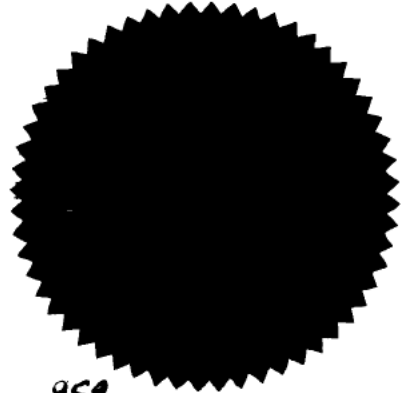
16. Notices

- 16.1 Any notice served or given or plans, drawings or documents supplied under or in relation to this Agreement shall (in the case of a notice) be in writing, and sent by courier service or registered post, and shall refer to the relevant provision of this Agreement, and shall in all cases be deemed to be sufficiently given, served or supplied if addressed or supplied to **Centro** or **the Council**, at the addresses stated in clause 1.1 or to such address as **Centro** or the **Council** may from time to time designate by written notice to the other.
- 16.2 Any notice, plan, drawing or document given, served or supplied in accordance with clause 16.1 shall be deemed, in the absence of evidence of earlier receipt, to have been given, served or supplied two days after posting or despatch, exclusive of the day of posting.

17. Disputes

- 17.1 Any difference which may arise between **Centro** and **the Council** under this Agreement shall be settled by arbitration in the manner provided by article 57.

THE COMMON SEAL OF
WEST MIDLANDS PASSENGER TRANSPORT EXECUTIVE
was hereunto affixed in the presence of:



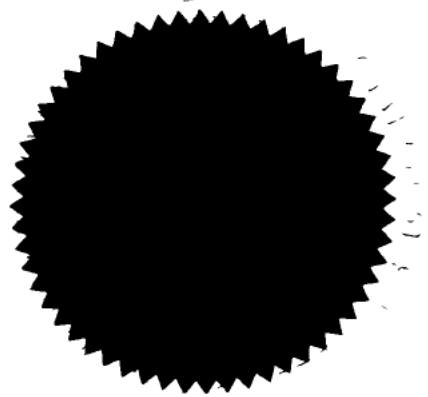
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THE COMMON SEAL OF
~~METROPOLITAN~~ BOROUGH COUNCIL OF SANDWELL
was hereunto affixed in the presence of:

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HEAD OF LEGAL
AND DEMOCRATIC SERVICES



45446

**APPENDIX A
COMPLEMENTARY MEASURES**

PART 1: COMPLEMENTARY MEASURES TO BE FUNDED BY CENTRO

Signage to and at the following stop locations shall be erected by the Council at locations to be agreed with Centro. Centro shall be responsible for the cost of funding such works;

Gold's Hill (provisional);
Great Bridge;
Horseley Heath;
Dudley Port;
Sedgley Road East;
Birmingham New Road.

PART 2: COMPLEMENTARY MEASURES TO BE EXECUTED AND FUNDED BY THE COUNCIL

1. **GREAT BRIDGE**
 - a) Relocated pelican crossings on New Road
 - b) Preventative measures to prohibit parking by non-residents.

2. **HORSELEY HEATH**
 - a) Pedestrian crossing and guard rail and improved lighting - immediately outside the stop access points on Horseley Road.
 - b) New traffic signals at junction of Horseley Heath and Horseley Road.

3. **DUDLEY PORT**
 - a) Pedestrian guard rail - at access points on Park Lane East
 - b) Highway works relating to existing traffic calming measures.

4. **SEDGLEY ROAD EAST**
 - a) Pedestrian guard rail - along Sedgley Road East beneath the bridge and partly into Mayfair Gardens
 - b) Pedestrian crossings - Mayfair Gardens/Sedgley Road East.
 - c) Enhancements to Binfield Street (Details to be agreed between the Council and Centro)

5. **BIRMINGHAM NEW ROAD**
 - a) Pelican crossing - Birmingham New Road, subject to de-trunking having taken place. (Jointly with Dudley MBC)
 - b) Pedestrian guard rail - Birmingham New Road in front of stop access.

6. **RELOCATION OF BUS STOPS**

a) Ground preparation works (allowing Centro to relocate bus stop furniture) including but not limited to ducting, and road markings at:

- i. New Road
- ii. Sedgley Road East

APPENDIX B
STANDARD AND SPECIFICATION OF HIGHWAY WORKS BY CENTRO

The principal standards and specifications to be used in the design and construction of highway, traffic management and associated works are as follows.

In all cases the latest edition of the relevant document at the time of design shall be that which is applicable.

Manual of Contract Documents for Highway Works published by the Highways Agency.

APPENDIX C
CODE OF CONSTRUCTION PRACTICE

Midland Metro:
Birmingham City Centre Extension
&
Wednesbury to Brierley Hill
Extension

**Code of Construction
Practice**

Draft

CODE OF CONSTRUCTION PRACTICE

MIDLAND METRO

Part I

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Site specific sections to follow.

Draft

1. Preface

1.1 General

Centro is currently planning extensions to the Midland Metro from Wednesbury to Brierley Hill and through the centre of Birmingham from St Chad's via Snow Hill Station to Five Ways and Hagley Road in Edgbaston (the Extensions). This will involve the use of a number of working sites in the City of Birmingham and the Metropolitan Boroughs of Sandwell and Dudley.

In developing the outline design for the scheme and preparing its Environmental Statement, a series of measures to minimise the impacts of construction on the environment has been identified and set out in this Code of Construction Practice ("CoCP"). Compliance with the CoCP will be a mandatory requirement of the agreement between Centro and the Concessionaire selected to design, construct and operate the Extensions. The Concessionaire will in turn be required to pass these obligations onto his contractor and sub-contractor.

Several Local Authorities operate "Considerate Contractors" schemes which aim to minimise environmental problems from construction work in their areas by use of incentive measures awarded to the best performing contractors. Contractors may be required to join such schemes where their works lie within areas covered by the schemes.

The CoCP addresses the Concessionaire's general obligation in so far as they affect the environment, amenity and safety of local residents, businesses, the general public and the surroundings in the vicinity of the proposed construction sites. It does not attempt to address the responsibilities of those working on or visiting the site of construction activities. These are regulated through statutory controls. Notwithstanding any reference to such controls in this document, the Concessionaire shall at all times comply with relevant legislation.

The CoCP is issued in two parts. Part 1 deals with general requirements that the Concessionaire is obligated to comply with and Part 2 deals with site specific requirements.

1.2 Purpose

The purpose of the CoCP is to define minimum standards of construction practice acceptable to Centro and the local authorities, and required of the Concessionaire. Development of the CoCP will be progressed through discussions with the Local Authorities and other statutory bodies. The

Code applies equally to works within the public highway, off the highway and site compounds unless the context dictates otherwise

1.3 Definitions

[This Code will be attached as a schedule to the Concession Agreements and many of the terms used will be defined in the main Concession Contract text. Pending preparation of the Concession Agreement these definitions are included here for clarity]

In this Code the following terms shall have the following meanings.

Centro The West Midlands Passenger Transport Executive

Concessionaire The body awarded the contract to design, construct and operate the Extensions

CoCP This Code is divided into a general section Part 1 and a series of specific sections Part 2

Concession Contract The contract between Centro and the Concessionaire.

Construction All construction and activities including but not restricted to site preparation, demolition, materials delivery, spoil and waste materials removal and disposal associated with the

Environmental Management System (EMS)

An organisational structure, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving and reviewing the environmental policy.

Extensions

Extensions to the existing Midland Metro Line 1 from Wednesbury to Brierley Hill and through the centre of Birmingham from Snow Hill Station to Edgbaston beyond Five Ways roundabout.

Highway Authority	As defined in the Highways Act 1980
Limits of Deviation	The extent of the area included within the Order over which powers to construct the Works are granted by the Order.
Limits of Land to be Acquired or Used	The extent of the area included within the Order over which powers to acquire or use land are granted by the Order.
Local Authority	The local authority within whose jurisdiction the particular Site of Construction activity is situated
Order	An Order made by the Secretary of State under the Transport and Works Act 1992 to construct an extension of the Midland Metro.
Order Plans	Plans and sections duly deposited as part of the Order making process.
Planning Direction	A direction made under Section 90 (2A) of the Town and Country Planning Act 1990
Section 61 Application	An application for a Section 61 Consent
Section 61 Consent	Consent granted by the Local Authority under the Control of Pollution Act 1974 Section 61
Site	Land within the Limits of Land to be Acquired or Used occupied by the Concessionaire for the purposes of executing the Works
Traffic Signs Regulations	The Traffic Signs Regulations and General Directions 1994 or as subsequently amended
Works	The works of Construction authorised by the Order.

1.4 Control of Pollution Act

The Concessionaire shall, obtain the agreement of the Local Authority in accordance with the provisions of Section 61 of the Control of Pollution Act 1974.

1.5 Applicable Standards, Codes and Acts of Parliament

There are many Standards, Codes of Practice and Acts of Parliament which cover environmental and related matters and which are applicable to the matters set out in the CoCP. A list of these is given in Appendix D, which should not be regarded as comprehensive. Notwithstanding any references within the CoCP to standards, the Concessionaire is responsible for ensuring that it and its contractors and comply with any legislative requirements, standards and codes of practice applicable at the time of construction activities. Compliance with this CoCP will not absolve the Concessionaire, its contractors or its sub-contractors from compliance with all legislation and standards relating to their construction activities.

Where attained, the Concessionaire and its sub-contractors shall comply with their Environmental Management Systems which may comprise an Eco-Management and Audit Scheme (EMAS) and/or ISO 14001 accreditation to maintain standards in the use of environmental management tools and systems.

1.6 Information

The Concessionaire shall provide a telephone helpline service at all times when construction is being carried out. The Concessionaire shall, in consultation with Central Government and Local Authorities, ensure that adequate and appropriate community arrangements are put in place to address the needs of the nation, the extent and timing of the construction activity and its impact on the community.

This information should be readily available at all working sites.

2.0 Footways and Cycleways

2.1 Permanent and Temporary Closures and Diversions

In order to complete the extension, it will be necessary to close or divert sections of highway, footways, cycleways and other rights of way either on a temporary or permanent basis during the construction period.

Details of the locations of the proposed permanent closures and diversions are shown on the Order Plans. It is the Concessionaire's responsibility to finalise the arrangements for these closures and

diversions with the Local Authorities in accordance with the requirements of the Order.

The Concessionaire shall ensure, where these are required, that alternative arrangements are put in place where construction works interfere with or affect the normal operation of a street and/or footway and/or cycleway. Such arrangements shall be to the satisfaction of the Local Authority and include reasonable measures to minimise disruption in the street.

The Concessionaire shall keep open all public roads, private roads and footways that cross the Site, unless their permanent or temporary diversion or closure is specified in the Order.

Wherever the Extension Works interfere with existing public or private roads or other ways over which there is a public or private right of way for any traffic, the Concessionaire shall construct diversion ways except where the Order provides for those roads or other ways to be permanently stopped up without provision of alternative ways. The standard of construction and lighting shall be suitable for the class or classes of traffic using the existing ways, and the works and diversions shall not be less than that of the existing ways unless agreed by the Local Authority and/or owner of the private road. The Concessionaire shall agree diversions and closures with the Local Authority with a view to minimising disruption during construction.

Diversion ways shall be constructed in advance of any interference with the existing ways and shall be maintained to provide adequately for the traffic flow.

The Concessionaire shall be responsible for supplying, erecting, maintaining for the requisite periods and subsequent dismantling all statutory and public information notices. The nature and location of such notices shall comply with all statutory requirements and the reasonable requirements of the relevant Local Authority.

All works affecting public highways shall be carried out in accordance with the relevant codes of practice issued under the New Roads and Street Works Act 1991.

2.2 Pedestrian and Cycle Routes

All temporary and diverted footways which replace footways that are currently accessible to wheelchairs and pushchairs shall continue to be useable by such users. All temporary and diverted footways should provide direct links wherever possible and avoid long detours.

Any temporary footways and cycleways shall have uniform surfaces; there should be no steps and any gradients should be preferably 1 in 20 or shallower and no greater than 1 in 12.

Pavement ramps should be provided at appropriate junctions of footways with carriageway crossings. Gradients must not exceed 1 in 12 and the base of the ramp must be nominally flush with the carriageway, consistent with drainage requirements.

All temporary footways and ramps must be surfaced with slip material and kept free of mud and debris.

The existing footway width along the road shall be maintained wherever reasonably practical, except where it exceeds 2 metres and where the Concessionaire may, with the prior approval of the Local Authority, reduce it to not less than 2m. The footway width may be reduced to below 2m only where necessary to execute construction works and where agreed with the Local Authority and must never be less than 1 metre wide.

Clear signage in accordance with the Traffic Signs Regulations shall be provided at all times for all diverted pedestrian and cycle routes.

All openings or obstructions on the carriageway and footway shall be protected with continuous rail (lit at night), strong enough to offer necessary resistance to a blind person walk into it. All fencing shall include top rails and a strip of red/white bands to assist blind and partially sighted people.

Horizontal clearance over footways and cycle routes shall be a minimum of 5.1m. A horizontal clearance of 0.6m shall be provided from the kerb to a height of 2.1 metres, where practicable, to avoid fouling by vehicles. The minimum headroom beneath any projection over the footway shall be 5.1m.

All pedestrian routes crossed onto the carriageway shall be clearly defined and protected from vehicular traffic by continuous barriers.

The above requirements may be varied by agreement with and are subject to the requirements of the relevant Highway Authority.

2.3 Maintenance and Repair of the Highway

The Concessionaire shall take every precaution to prevent its operations, whether by carting or otherwise, from damaging the roads and footways in

the vicinity of the construction works. The Concessionaire shall carry out all maintenance works as are necessary to maintain and light the roads and footways included in the Works in a serviceable condition to the approval of the Local Authority.

2.4 Lorry Movements

The Concessionaire, its sub-contractors and suppliers carrying large and/or heavy loads, construction plant, materials and spoil (including vehicles used for carrying such when running empty) shall minimise the use of public highways as far as is reasonable and practicable when entering or leaving construction sites.

Access routes for HGVs shall be agreed with the Local Authority in advance.

Vehicles arriving or leaving the Site shall do so during normal working hours as specified in Section 4 of the Bill unless agreed with the Local Authority.

The Concessionaire shall take reasonable measures to ensure that delivery vehicles do not park on public highways prior to entering the Site. In addition, the Concessionaire shall take reasonable measures to ensure that vehicles used by contractors' staff or sub-contractors' staff for travelling to and from the works are not parked on the highways.

The Concessionaire shall not enter into any sub-contract for the execution of any part of the Works for the supply or transport of heavy loads, construction plant, materials or spoil in relation to the Works shall incorporate into any such sub-contract provisions requiring the sub-contractor to comply with the requirements of this clause.

2.5 Mud and Debris on Roads

The Concessionaire shall take strict measures to minimise the spillage of mud and debris on roads arising from excavation works through:-

- a) the provision of easily cleaned hard standing for vehicles entering, parking or leaving the site;
- b) the provision of wheel washing facilities including, where practicable, mechanical wheel spinners;
- c) the use of mechanical road sweepers, surface flushing apparatus, gully cleaners and other such equipment to clean the hard standing and to remove any mud or debris deposited by site vehicles on

roads, footpaths, gullies or drains in the vicinity of the site. The road sweepers and other equipment are to be readily available at all times throughout the construction works;

- d) the complete sheeting of the sides and tops of all vehicles carrying spoil or debris;
- e) ensuring that vehicles are loaded in such a manner as to prevent spoil falling off during transit; and
- f) compliance with the requirements regarding vehicles set out in Section 6 of this CoCP.

2.6 Traffic Safety and Control and Site Access

All site accesses to and from the highway shall be of sufficient width to accommodate two-way traffic wherever reasonably practicable.

The Concessionaire shall provide and maintain such traffic signs, road markings, lamps, barriers, traffic control signals and such other measures as may be necessitated by the construction works in accordance with the requirements of the Local Authority. Compliance with this clause shall not relieve the Concessionaire of any of its other obligations and liabilities under provisions of the Highways Acts and Chapter 8 of the Traffic Signs Manual.

The Concessionaire shall not commence any work that affects the public highway until all traffic control measures necessitated by the work are fully operational.

The traffic signs, markings, lamps, barriers and traffic control signals shall be in accordance with the requirements of the Traffic Signs Regulations. They shall include appropriate advance warning and give way signage as appropriate for works traffic.

The traffic signs must also comply with the requirements of Regulation 31(2) of the Traffic Signs Regulations, or any subsequent amendments which lay down the size, colour and type of the prescribed signals.

The Concessionaire shall keep clean and legible at all times signs, road markings, new signage, lamps barriers and traffic controls and shall position, reposition, cover or remove them as required by the progress of the works and to the approval of the Local Authority.

2.7 Access Across Site and to Frontages

The Concessionaire shall in carrying out the works take all reasonable precautions to prevent or reduce any disturbance or inconvenience to the owners, tenants or occupiers of adjacent properties, and to the general public. Access to and from such premises shall be maintained at all times, except as may be essential for the carrying out of the authorised works.

The Concessionaire shall provide and maintain any hoard rails, fences, gates, lights, bridges, steps, handrails, etc., necessary for alternative access and they shall be of such size, strength and construction as will be adequate for their purpose.

The Concessionaire shall render every reasonable assistance to occupiers of premises affected by the construction works to enable them to get materials or goods into or out of their premises and shall liaise with them to establish their particular requirements in this regard.

3.0 Protection of the Water Environment

3.1 Waste Water and Groundwater

Provision for construction site drainage along the route of the Extension will be achieved via the development and implementation of an appropriate site drainage plan and various measures to ensure that surface water run-off is contained and managed appropriately.

Prevention of washout from temporary construction laydown and storage areas into local watercourses will be prevented. The Concessionaire will take account of the Environment Agency's pollution guidelines.

Surface water and effluent discharges shall only be permitted where effluent quantity and discharge location is acceptable to the Environment Agency or local water company as appropriate. Effluent will pass through treatment facilities such as silt traps and/or settlement lagoons, as appropriate, before being discharged. The Concessionaire will ensure that treatment facilities are regularly inspected and maintained and that a full record is kept of inspection, maintenance and measures to sustain equipment.

Prior to any excavation below the water table, including any site de-watering, the Concessionaire shall inform the Environment Agency and the local water company of the works to be constructed. Details of the works, de-watering and disposal measures shall be agreed with the Environment Agency in accordance with the provisions within the Order

The Concessionaire shall also comply with BS 6031 : 1981 Code of Practice for Earthworks, regarding the general control of site drainage.

Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from impermeable temporary parking areas, roadways and hardstandings for vehicles shall be passed through an oil interceptor designed and constructed to have a capacity and other details compatible with the construction compound being drained. Roof water shall not pass through oil interceptors.

In order to prevent the pollution of surface and groundwater arising from the storage, handling and use of silt, the Concessionaire shall ensure that the following measures are implemented:

- a) The washout from mortar and concrete on site, or the cleaning of ready mixed concrete lorries must not be allowed to flow into any drain or watercourse.
- b) Site roads must be regularly maintained to prevent silt, oil or other materials from entering any drain or watercourse.
- c) Wheel washes and plant wash facilities should be securely constructed with no overflow and the effluent should be contained for proper treatment and disposal in accordance with the guidelines outlined in Pollution Prevention Measures 13 The use of high pressure water and steam cleaners.

Where contaminated areas are identified within the Limits of Deviation, a full management plan will be required by the Concessionaire to comply with all existing and proposed legislation (including de-watering during construction operations). Detailed site investigations at all sites where earthworks or piling are planned will be carried out prior to works commencing, in order that appropriate mitigation can be implemented.

The Concessionaire shall ensure that any water that has come into contact with contaminated materials is disposed of in accordance with the Water Resources Act 1989 and Water Industry Act 1991 (if disposed of to a public sewer) to the satisfaction of the Environment Agency, Severn Trent or the water utility company or the Local Authority (as appropriate).

The Concessionaire shall apply for consents and approvals :-

- a) from the Environment Agency for any discharge into a watercourse, river or soakaway;

- b) from Severn Trent, South Staffs Water Company or the Local Authority as appropriate for any discharge into a sewer, any trade effluent consent .

A discharge consent system shall be applied to all discharges.

The Concessionaire shall make provisions to ensure that oil drums and containers or other potential contaminants on the Site are controlled in accordance with the Control of Substances Hazardous to Health Regulations 1999 and the Control of Pesticides (Oil Storage) Regulations 2001 and are properly stored and disposed so that no oil or other contaminants are allowed to reach water courses, rivers, streams, or aquifers. Storage locations for such materials should be positioned away from watercourses.

In the event of a pollution incident involving surface water or groundwater, the Concessionaire shall inform the Environment Agency or the Local Authority as appropriate immediately and take prompt action to minimise the effect. The Concessionaire shall develop and agree an Incident Management Plan in consultation with the Local Authority and Environment Agency.

3.2 Protection of Aquifers

The Concessionaire will have due regard to underlying aquifers and adhere to the Environment Agency's Groundwater Protection Policy and Groundwater Regulations 1999. In all instances, appropriate protection of aquifers will be undertaken following liaison with the Environment Agency regarding piling and construction techniques to be employed. Details of appropriate measures to prevent groundwater contamination (including monitoring) shall be agreed with the Environment Agency, in accordance with the requirements of the Order, prior to commencement of the construction works.

3 Control and Management of Foul Drainage

Foul water and sewage effluent produced by the construction workforce will be collected by temporary foul drainage to be installed. All foul water will be discharged to site by a licensed operator, or disposed of to the public foul sewer, approval from the relevant sewerage undertaker is obtained per the Water Industries Act 1991.

4 Noise and Hours of Working

4.1 Hours of Working

The normal hours of working and permissible levels of noise may vary from site to site depending upon the nature of the area through which the Works are being constructed. These will be as stated in the relevant site specific sections in Part 2 of this CoCP, and will be agreed by the Concessionaire with the relevant Local Authority.

Except where otherwise stated in Part 2 of this CoCP, normal working hours shall be as follows:

Monday – Friday	0700	–	1900
Saturdays	0700	–	1300

Work outside of these hours must be approved by the Local Authority. These hours of work do not apply to equipment which is required to operate continuously.

In general, night time working shall be kept to a minimum. However, for some sites where night-time working is required and agreed with the Local Authority, it shall be subject to special noise limitations as stated in para 4.2 below.

Additional or alternative working hours needed for emergency reasons shall be advised to the Local Authority.

4.2 Noise Limits

4.2.1 General

The Concessionaire shall have a general duty to take all practicable measures to minimise disturbance from noise. The noise limits specified in Part 2 of this CoCP which may be agreed with the Local Authority must not be regarded as a licence to make noise up to the allowable limit.

The Concessionaire shall advise with and consult each Local Authority with regard to permissible levels of noise. The Concessionaire shall apply in full the provisions of the Environmental Protection Act 1974 for a Section 61 Order and take such other steps as may be necessary to enable the External Works to proceed in accordance with the Concession Agreement. A Section 61 Application shall also specify the system for on site monitoring of noise levels.

Prior to the commencement of any construction work at any work site, the Concessionaire shall be required to demonstrate to the Local Authority and Centro that it can comply with the agreed noise limits for that work site. This shall be done on the basis of its Contractor's intended and

clearly stated methods of working, types of plant to be used and noise mitigation measures.

The Concessionaire shall allow representatives of Centro and the relevant Local Authorities to access work sites to monitor background noise levels, for the purpose of monitoring compliance with the agreed limits.

If the Concessionaire wishes to change its proposed method of working from that upon which it has demonstrated compliance with the agreed noise levels, then it must repeat the noise process. Any such changes shall be in compliance with the provisions of BS 6841:2005, Control on construction and open sites

Subject to the specific requirements of the Local Authority, the minimum requirements set out below must be met

In the event that higher noise levels are necessary to sustain specific activities and the contractor has obtained Section 61 consent in respect of such higher levels, Centro will agree the higher noise levels authorised.

4.2.2 Noise limits at Residential Buildings

Maximum noise levels measured 1 m from any occupied part of a dwelling or other building used for residential purposes, generated by construction plant and equipment, including the movement of vehicles to and from the Site shall not exceed the following limits:

Day	Time	Averaging Period (1)	Limit L_{Aeq} TdB(A)
Monday to Friday	0700-0800	1 hour	70
	0800 - 1800	10 hours	75
	1800 - 1900	1 hour	70
	1900 - 2200	1 hour	65
Saturday	0700 - 0800	1 hour	70
	0800 - 1400	5 hours	75
	1400 - 1900	1 hour	70
	1900 - 2200	1 hour	65
Sundays and Public holidays	0700 - 2200	1hour	65
Any day	2200 - 0700	1 hour	55

4.2.3 Noise limits at Non-residential Buildings

(i) The maximum noise levels measured 1 metre from any school, college or other teaching facility resulting from any operation by the Concessionaire on or off the Site and connected in any way with the Construction of the Works shall not exceed the following limits during the periods when the teaching facility is in use:

At any time
Peak Noise Level

Leq dB(A)

70 (1)

(ii) The maximum noise level measured 1 metre from any office building or other noise sensitive building during the periods when the building is in use shall be as defined in Clause 4.2.2 above.

4.3 Noise mitigation

If the Concessionaire's predictions or actual level measurements, indicate that for occupied dwellings the noise level set out in Clause 4.2 will be exceeded for more than 15 consecutive working days, even with the application of Best Practice Means (BPM), the Concessionaire shall install appropriate mitigation measures.

Where these measures comprise noise insulation, this shall be in accordance with the specification contained in Schedule 1 of the Noise Insulation (Railways and other Guided Transport Systems) Regulations 1996.

4.4 Noise

Without prejudice to Clauses 4.1 to 4.3 above, the Concessionaire shall comply with the recommendations set out in BS 5228 "Noise Control on Construction and Open Sites".

5.0 Vibration

5.1 The Concessionaire shall have a general duty to minimise the disturbance caused by vibration from construction activities.

The Concessionaire will ensure that measures are taken to:-

- a) protect residents and users of buildings close by from disturbance or harm; and
- b) protect buildings from physical damage.

5.2 The Concessionaire shall consult and liaise with the Local Authority and shall in good time submit a Section 61 application in order to establish the maximum permissible levels of vibration. The Section 61 agreement shall also specify the system for on site monitoring of vibration levels. Information on the vibration level policies of the Local Authorities, where they exist, are contained in the relevant Site Specific Reports in Part 2 of this CoCP.

5.3 Subject to the specific requirements of the Local Authority, the following minimum requirements must be met.

- a) To protect residents and users of buildings from disturbance and harm the Concessionaire shall not, as far as practicable, exceed Vibration Dose Values as defined in BS6472:1992 "Guide to evaluation of human exposure to vibration in buildings (1 Hz to 80 Hz)" which will result in a "small probability of annoyance comment".
- b) To protect buildings from physical damage, peak particle velocity levels should not exceed 5mm/sec except for particularly sensitive buildings where the level should not exceed 3mm/sec.

6.0 Dust and Air Pollution

6.1 Dust

The Concessionaire shall take all reasonable measures to keep dust to acceptable levels during both construction and demolition works. Such measures shall include, but not be limited to:-

- a) the provision of easily cleaned hard standing for vehicles;
- b) enclosure of loose material stockpiles at all times and damping of dusty materials using water sprays during dry weather;
- c) hard standing of heavily-used areas shall be kept clean by brushing and regular water spraying;
- d) control of cutting or grinding of material on site to minimise or mitigate dust;
- e) complete sheeting of sides and tops of all vehicles carrying spoil and other dusty material;

- f) watering of unpaved surfaces and roads, and
- g) limitation of vehicle speeds on unpaved surfaces to 20kph.
- h) Storage of cement and other dust generating materials in silos with appropriate filters and overflow alarms or storage bags.

For each of the working sites, the Concessionaire shall submit to the Local Authority the proposed method, the frequency and extent of monitoring. Baseline levels of the dust shall also be agreed by the Concessionaire and the Local Authority prior to commencement of construction. The Concessionaire shall also take action to prevent dust pollution with the Local Authority. The Concessionaire shall monitor the level of dust pollution using an objective method of measurement. In the event that the action levels are exceeded, the Concessionaire shall implement such further reasonable measures as may be necessary to bring the levels of dust below the levels agreed with the Local Authority.

6.2 Air Pollution

The Concessionaire shall comply with the provisions of the Environment Act 1995, the Clean Air Act 1993 and the Health and Safety at Work etc Act 1974.

The Concessionaire shall comply with the Substances Hazardous to Health Regulations and comply with Health and Safety Executive Guidance Notes EH 40/97 and EH 40/97 on Occupational Exposure Limits.

The Concessionaire shall also comply with the Control of Lead at Work Regulations 1998.

The Concessionaire shall take precautions to limit smoke emissions or fumes from site plant and stored fuel. Plant shall be well maintained and engines shall be taken to ensure that it is not left running for long periods when not directly in use.

7.0 Disposal of and Contaminated Materials

7.1 Waste

The Concessionaire shall take precautions and develop a management plan which will:

- a) define responsibility for waste management to a named individual;

- b) provide clear information on site waste management, including disposal routes and licensing requirements;
- c) identify, quantify and categorise the various types of waste likely to arise from the construction of the scheme;
- d) identify waste minimisation measures;
- e) identify which materials should be segregated on site for reuse or recycling; and
- f) describe facilities for the collection of different materials.

The plan should also be developed in accordance with the principles of the Reduce – Re-use – Recover (recycling, composting, energy production) – Disposal waste hierarchy set out in the UK Waste Strategy, 2000. Where necessary, the plan should describe what is required to fulfil the waste minimisation procedure (including measures, the provision of skips, designated for the collection of different materials).

The plan will include an audit programme to be undertaken by the Concessionaire to demonstrate compliance with the statutory requirements.

Waste arising from the works which is classed as acceptable fill shall wherever practicable be used in construction works.

The Concessionaire, including surplus spoil, shall be managed so that it is reasonably practicable to contribute towards the environmental development benefits arising from the use of surplus material and to reduce any adverse environmental effects of disposal.

The Concessionaire will comply with approved guidance and procedure on the segregation, handling, storage, recovery and dispersal of waste. The Concessionaire will also comply with the measures set out in Section 3 of this CoC in relation to discharges to controlled waters and waste water.

The Concessionaire must make provision for a suitable environmental specialist to identify any special waste as defined in the Special Waste Regulations 1996 so that they can be suitably managed and disposed of during works. Special waste is defined in Regulation 2.

7.2 Contaminated Land and Materials

Before the development commences a desktop study and site investigation shall be carried out with respect to land affected by the Works (including land within the Limits of Deviation that has already been remediated) in order to determine groundwater characteristics and assess any risk from the presence of contaminants causing or likely to cause significant harm to persons, pollution of controlled waters or significant harm to the environment.

A contaminated land assessment report and management plan shall be prepared by a reputable consultant. The consultant shall take any necessary measures to render the land fit for its intended purpose and shall take any measures that are necessary with respect to contamination on the site.

The contaminated land assessment report and management plan shall be submitted to the Local Authority for information.

Any contaminated material encountered shall be dealt with in compliance with best practice, statutory guidance and Local Authority requirements and disposed of at sites processing a valid waste management licence.

The Concessionaire shall identify those areas within the site where contaminated land may be encountered and shall be required to;

- a) carry out appropriate site investigations to the satisfaction of the Local Authority to determine the extent and type of contamination;
- b) carry out risk assessment evaluations to consider potential sources, receptors and receptors.

consult with the Local Authority and the Environment Agency with a view to addressing their reasonable requirements and agreeing control or protection measures for dealing with contaminants identified by the risk assessment evaluation;

- d) ensure appropriate other management procedures to be followed to prevent contaminated or hazardous materials are dispersed;

- e) obtain any necessary license for the storage, treatment and disposal of waste (including dewatering discharge);

- f) use registered waste carriers or seek registration as a waste carrier for the handling of all wastes, including contaminated materials; and

- g) ensure that removal and disposal of contaminated materials complies with a strict consignment note system and that delivery is to appropriate licensed disposal facilities.

Appropriate precautions must be taken if materials containing asbestos are encountered. The Concessionaire will comply with the Control of Asbestos at Work Regulations 1987 (as amended 1992?) and will observe the exposure limits and measurement for asbestos which are set out in HSE Guidance Note EH 10 1988, or any subsequent enactments or guidance.

The Concessionaire will comply with HSE Guidance Note EH 10 1988, the Health and Safety Commission Approved Code of Practice and Guidance Note: Work with Asbestos Insulation and Asbestos Coating 1983, which describes in detail the precautions necessary when working with asbestos insulation. The approved code includes detailed advice on waste disposal.

If materials containing lead are encountered, the Concessionaire will comply with The Control of Lead at Work Regulations 1998.

In undertaking work on contaminated sites useful information concerning the safe operation and redevelopment of contaminated sites may be found in HSE Protection of Workers and the General Public during the Development of Contaminated Land 1998.

8.0 Urban Ecology

8.1 Wildlife Areas

The Concessionaire shall comply with the provisions of the Wildlife and Countryside Act 1981 and Countryside and Rights of Way Act 2000 and other relevant nature conservation legislation.

Water and air pollution must be controlled as set out in section 6 above, to protect adjoining wildlife.

Suitable precautions shall be taken to prevent entry of pollutants into any bodies of water, especially to the canal or river systems as set out in section 3.

8.2 Protection of Trees

Loss of trees shall be avoided where reasonably possible. Works on or adjacent to trees shall comply with BS3998:1989 "Recommendations for tree work" and BS 5837:1991 "Guide for trees in relation to construction".

Adverse effects on all trees within the working corridor, whether statutorily protected or not shall be minimised by the adoption of suitable mitigation, including, but not limited to;

- a) selective removal of branches in accordance with the relevant British Standard;
- b) use of matting around the root to prevent soil compaction;
- c) use of suitable protection around the trunk to avoid damage;
- d) hand excavation in the vicinity of trees to be retained to avoid unnecessary damage to roots;
- e) construction activity around the tree shall be controlled to minimise compaction of the ground beneath the entire canopy of the tree. No heavy materials, site cabins or stores should be stored. Construction traffic movements made unnecessary by the presence of the tree.

Trees are defined, for the purpose of this document, as trees of over 20cm girth at a height of 1.5 metres above the ground level.

Any tree damaged or cut down without approval or dies as a consequence of the construction shall be replaced by a suitably sized transplant of a species and location of approval of the Local Authority.

Where trees are affected by utility service diversions, works shall be carried out in accordance with the IAG 10 guidelines.

The following standards are relevant to the protection of trees:-

- BS 5396 - 1:1992: Nursery stock. Specification for trees and shrubs
- BS 5398:1989 - Recommendations for tree work
- BS 5403:1989 - Recommendations for transplanting root-balled trees
- BS 5408:1989 - Code of practice for general landscape operations
- (e.g. hard surface)
- (BS 5409:1989 - Code of practice for trees in relation to construction)
- BS 5837:2006 - Code of practice for trees in relation to construction

9.0 Archaeology

9.1 Archaeological Features

Any features of archaeological importance shall be dealt with by a written scheme of investigation previously submitted to and approved by the Local Authority as part of the Planning Direction.

Areas where a watching brief will be required shall be identified in the written scheme of investigation and appropriate measures identified should significant archaeological remains be found.

Any archaeological works carried out shall be supervised by a suitably qualified body/person.

9.2 Listed Buildings

The Concessionaire shall comply with any listed building consent granted in parallel with the approval of the Order and the requirements of the relevant legislation in respect of listed buildings, in particular, the Listed Buildings and Conservation Area Act 1990. The Concessionaire (if seeking to obtain/has obtained) listed building consent for the carrying out of certain works. Relevant listed buildings and proposed works are identified in Appendix C.

10.0 Site Boundaries/Hoardings

10.1 Fencing and Hoardings

The Concessionaire shall agree with the Local Authority in advance a scheme of temporary site boundary treatment during site clearance, demolition and construction.

The site shall be completely enclosed against public ingress. The forms of site boundary shall be:

a) post and chain with 50mm mesh for minimum security;

b) a 2.4m minimum height plywood fenced timber framed, painted site boundary hoarding with a surface density of not less than 6Kg/m² for minimum security, unless otherwise limited;

c) other forms where a particular appearance or acoustic rating is needed.

Construction hoardings that cause poorly-lit walkways shall have bulkheads lights fitted and any fencing or hoarding, as far as is practicable.

Gates in the fencing or hoarding should, as far as is practicable, be positioned and constructed to minimise the noise transmitted to nearby noise sensitive buildings from the site direct or from plant entering or leaving the site.

There shall be provided at each enclosed work site an information board detailing information on the site programme and estimated duration on the works, together with telephone contacts (including an emergency telephone number) for use by members of the public who wish to lodge complaints or comments.

10.2 Security

Adequate security shall be exercised by the Concessionaire to prevent unauthorised access to site areas off hours and gates shall be closed and locked when not in use.

Security cameras, where used, shall not be directly sited at non-construction areas, unless reasonably required to do so for security purposes, in which case appropriate signage to meet the requirements of the Data Protection Act shall be provided.

10.3 Access for Fire Appliances

West Midlands Fire Brigade shall be consulted on the layout and provision of site access and any reasonable requirements shall be incorporated into site access arrangements.

11.0 Site Activities

11.1 General

The Concessionaire shall follow a "good housekeeping" policy at all times. This shall include, but not necessarily be limited to, the following requirements:

- a) Smoking fires will be prohibited at all times;
- b) rubbish shall be removed at frequent intervals and the site kept clean and tidy;
- c) hoardings shall be frequently inspected, repaired and re-painted as necessary;
- d) adequate toilet facilities shall be provided for all site staff and kept clean;

- e) food waste shall be removed daily; and
- f) the wheel washing facilities shall be brushed clean frequently.

All lorries entering and exiting the site should do so in a forward direction wherever possible. Where reversing is essential, it shall be carried out under the supervision of a banksman. Emergency conditions shall be subject to prior discussion with the Local Authority. All loading and unloading of vehicles shall take place on the site roadway wherever practicable.

11.2 Site Clearance

The Concessionaire shall clear up all waste materials both within the Site and accesses as work proceeds and when necessary required for the carrying out the works.

All surplus soil and materials, concrete, roads, hard standing, plant, sheds, offices and temporary buildings shall be removed, post holes filled and the surface of the ground restored to its original condition as far as practicable.

11.3 Pest Control

The Concessionaire shall ensure that risk of infestation by pests or vermin is minimised by adequate arrangements for the disposal of food waste or other waste material susceptible to pests. If infestation occurs action shall be taken as required by the Local Authority Environmental Health Officer.

11.4 Use of Structures

The Concessionaire shall not locate stockpiles for materials, stores, plant or temporary works near or adjacent to existing structures such as bridges, viaducts, towers, walls and embankments in such a way as to damage these structures.

12.0 Safety

12.1 Emergency Contacts and Procedures

The Concessionaire shall prepare and maintain an Emergency Contacts Set of Procedures for each work site which shall be displayed prominently at each site.

Emergency phone numbers and the method of contacting the Local Authorities and Services for action shall be provided by the Concessionaire. Copies of these procedures shall be issued to the Local Authority, Fire Service, Police and Ambulance Services and any other statutory body if appropriate.

12.2 Health and Safety at Work Act 1974

All sites and activities shall comply with the Act.

12.3 Contaminated Materials (Special Precautions)

For those sites on which contaminated materials is encountered the Concessionaire or sub-contractor's appointed site safety officer shall ensure that a workers safety information sign is prominently displayed in rest/mess room and that wash rooms covering work practices, clothing requirements, etc., are provided.

12.4 Crane Arcs

Cranes arcs shall be confined within the site boundaries if practicable to do so. Any arcs that might affect neighbouring premises shall only do so with the owner's permission, and with the permission of the Local Authority if affecting any public highway. Any permission required shall be obtained prior to erection and operation of cranes.

12.5 Unexploded Bombs

The attention of the Concessionaire is drawn to the fact that in the unlikely event of a disturbed bomb from World War II being discovered, the Police should be notified immediately and workers should be made aware of any such presence whilst undertaking work at the Site.

13 Lighting

Lighting to site boundaries shall be provided with illumination sufficient for the safety of passing traffic, including disabled people. Precautions shall be taken to avoid lights being cast on surrounding footpaths and roads.

Site lighting shall be positioned and directed so as to minimise annoyance to residents and businesses and to prevent distraction or confusion to passing motorists.

14.0 Protection of Existing Installations

14.1 Information

The Concessionaire shall be required to make his own investigations and to take all appropriate action concerning existing foundations, buildings, structures, walls, roadways, sewers, cables and other services, apparatus and installations.

14.2 Safeguarding

The Concessionaire shall properly safeguard existing foundations, buildings, structures, walls, roadways, sewers, cables and other services, apparatus and installations from damage or deterioration during the construction period and take all measures required for the safety and protection of all buildings, structures, pipes, sewers, railways and other apparatus during the Concession period.

15.0 Liaison with the Local Authorities and the Public

15.1 Liaison Officer

Public relations, information issues and access matters, including liaison with the Local Authorities, the Public, the Press and the media will be carried out by the Concessionaire who shall appoint a Liaison Officer to manage this process.

15.2 Public Relations

The Concessionaire shall establish flexible procedures for giving advance notification of, and information concerning, all main site activities relating to the Local Authority, the Police, the Fire Brigade, other interested parties and the Public. Such information shall include, but not be limited to, any suspensions or changes to working hours that have been agreed between the Concessionaire and the Local Authority.

15.3 Public Complaints

The Concessionaire shall introduce a system for the recording of all complaints which shall be collated by them and copies made available to Central Government Authority.

15.4 Construction Staff

The Concessionaire shall ensure that all site construction staff are easily identifiable to the public by use of identity cards or an equally effective system.

Draft



Appendix A

Abbreviations

The below are abbreviations which have been used through the Construction Code of Practice.

General Abbreviations

CoCP Construction Code of Practice

DTLR Department of Transport and the Local Authorities

Technical Abbreviations (Noise)

LAeq the equivalent continuous sound level (A-weighted)

Defined as the level of notional steady sound which at a location and over a defined period of time would have the same A-weighted acoustic energy as the fluctuating noise.

LAm_{ax} the peak or maximum A-weighted noise level over a given period of time

dB(A) decibel units (A-weighted)

(A-weighted) the noise level with a frequency characteristic approximating to that of the human ear.

Appendix B

Schedule of Public Authorities & Statutory Undertakers

The following information is believed to be current at the time of writing, but it is the responsibility of the Concessionaire to correctly identify and contact all relevant Public Authorities & Statutory Undertakers.

Organisation and Registered Address	Contact address (where different)
186k Limited 130 Jermyn Street London SW1Y 4UR Cable company, part of Lattice Group, owners of Transco	Pat... 186k... First Floor, Common Lane Carrington Manchester M31... 0161 275 6726
Aquila Power Distribution Limited Whittington Hall Whittington Worcester WR5 2RB	Aquila Networks Services Ltd Toll Farm Road Tipton West Midlands DY13 9JH Jeff Douglas 08457 353637 jeff.douglas@aquila-networks.co.uk
Birmingham City Council The Courthouse Victoria Square Birmingham B1 1... (Over the private highway drainage system and hazardous Waste operations now controlled by Environment Agency)	

Organisation and Registered Address	Contact address where different
<p>British Telecommunications plc 81 Newgate Street London EC1A 7AJ For the attention of Mr. Colin Green, Company Secretary</p>	<p>BT Networkbuild Repayments Birmingham pp3D-4 3 Brindley Place Birmingham B1 2JB</p> <p>Kim Bailey 0121 634 4444 kim.bailey@bt.com</p>
<p>British Waterways Willow Grange Church Road Watford WD17 4QA</p>	
<p>Cable & Wireless Communications (Mercury) 124 Theobalds Road London WC1X 8RX</p> <p>Cable company</p>	<p>124 Theobalds Road Post Office 4 Theobalds House Watford London Berkshire RG12 1XL</p> <p>01344 713861</p>
<p>Carlton Television 25 Knightbridge London SW1X 7Z</p> <p>Asks to have street licence (previously WVA) for cable south footway on Coventry Square</p>	<p>Peter Hudson Carlton Broadcasting Gas Street Birmingham B1 2JT</p> <p>0121 634 4007</p>
<p>CENTRO (Bus Services) Centro House 16 Summer Lane Birmingham B19 3SD</p> <p>Dawn Harris 0121 2147325</p>	

Organisation and Registered Address	Contact address where different
COLT Telecommunications Bishopsgate Court 4 Norton Folgate London E1 6DQ Cable company	Mick Ramsay Colt Telecommunications St Stephen's Street Zone 2B - Central Gate New Town Birmingham B15 2JF 020 7181...
Dudley MBC Chief Executive's Department Council House Dudley DY1 1HF Owners of private highway drainage system	
Easynet Telecommunications Limited Eastworth House Eastworth Road Chertsey Surrey KT16 8DF Cable company, includes Ips...	Chris... East... Tele... 70... Kingh... Avenue Sl... SL1... 07718...25
Energis Communications Limited Carmel... 50 Victoria Embankment London EC4A 3DF Cable...	...K Jones ...re Designer, Fibre Network Energis Communications Limited Energis House Forbury Road, Reading Berkshire RG1 3JH 0118 919 2815

Organisation and Registered Address	Contact address where different
<p>ENVIRONMENT AGENCY Wrens Court Unit 15-17 Lower Queen Street Sutton Coldfield West Midlands B72 1RT</p> <p>Ian Storer Tel: 0121 241 2000 or 0800 807060</p>	<p>EA contact for applications for Consents to Discharge: Rob Matthews, Team Leader Regulatory Water Quality, Environment Agency Sentinel House, Liberty Park, Lichfield Staffords PR tel: 01827 43 444 fax: 01827 43 461</p> <p>EA contact for matters relating to Waste Disposal: Ian Brindley, Team Leader: contact details as above</p>
<p>Fibernet Group plc Rosalind House Jays Close The Viables Basingstoke Hampshire RG22 4BS</p> <p>Cable company</p>	<p>Alan George Civils Works Supervisor Fibernet Group Rosalind House Jays Close The Viables Basingstoke Hampshire RG22 4BS</p> <p>01256 858685</p>
<p>Kingston Infrastructure (UK) plc Teleport House Carrington Huddersfield Huddersfield</p> <p>Cable company including Torch Communications</p>	<p>Alan Campbell Kingston Infrastructure New Castle House Castle Boulevard Nottingham NG7 1FT</p> <p>0115 8512000</p>

Organisation and Registered Address	Contact address where different
<p>NTL Group Limited NTL House Bartley Wood Business Park Hook Hampshire RG27 9UP</p> <p>Cable company</p>	<p>G J Harwood NTL Business Operations Design Shelley Close Headington Oxford OX3 8HB</p>
<p>Sandwell MBC Sandwell Council House PO Box 2374 Oldbury West Midlands B69 3DE</p> <p>Owners of private highway drainage system</p>	
<p>Severn Trent Water Limited 2297 Coventry Road Birmingham West Midlands B26 3PU For the attention of Mr Ph...</p> <p>Sewerage for ... lines, wa... Birmingham ...</p>	<p>WA... Severn Trent Water Limited W... Road Edg... Birmingham B16 9DD Ken Parker Tel: ?</p> <p>SEWERAGE Severn Trent Water Limited Regis Road, Tettenhall WV6 8RV Ron Bibb, Tel: 0121 722 4000</p>
<p>South Staffordshire Green Lane Walsall West Midlands WS2 7PD</p> <p>Water only, for Wednesbury to Brierley Hill line</p>	

Organisation and Registered Address	Contact address where different
<p>Telewest Communications (Midlands) Limited Genesis Business Park Albert Drive Woking Surrey GU21 5RW</p> <p>Cable company, also includes Birmingham Cable Company</p>	<p>Yee-Shuan Shen Telewest Communications plc Falcon House The Minories Dudley DY2 8TW</p> <p>0121 338483</p>
<p>Thus plc Dalmore House 310 St Vincent Street Glasgow G2 5BB</p> <p>Cable company, formerly part of Scottish Power</p>	<p>Nick V... Manw... Chester Business Wrexham Road ...CH4 9RF</p> <p>01244</p>
<p>Transco plc 130 Jermyn Street London SW1Y 4UR</p> <p>Owner of gas pipes</p>	<p>B...ent Tra... We... Stafford Road Wolverhampton WV10 6HZ</p> <p>02 826008 EMERGENCY 0800 111 999 Francis Cosgrove Tel: 01902 826204</p>
<p>THE WEST MIDLANDS (Bus Service) 1 Sovereign 8 Graham Street Birmingham</p> <p>John Wright Tel: 07768 553616</p>	

Organisation and Registered Address	Contact address where different
<p>WEST MIDLANDS AMBULANCE SERVICE Birmingham District Headquarters The Ambulance Station Bristol Road Bournbrook Birmingham B5 7SN</p> <p>George D'Arcy Tel: (01384) 215615</p>	
<p>WEST MIDLANDS FIRE SERVICE Central Fire Station Lancaster Circus Birmingham B4 7DQ</p> <p>Stn Officer Keith Stanton Tel: 0121 380 6406</p>	
<p>WEST MIDLANDS POLICE Steelhouse Lane Birmingham B4 6NW</p> <p>Insp. Keith Ar Tel: 0121</p>	
<p>World (UK) Limited 250 of Mews W stow L E17 7</p> <p>Cable compa</p>	<p>Mhi International Ltd., West Smithfields, 1st floor, 1 East Poultry Avenue, London EC1A 9PT</p>

Organisation and Registered Address	Contact address where different
Your Communications Limited Dawson House Great Sankey Warrington Cheshire WA5 3LW Cable company, formerly Noweb Communications, now part of United Utilities	K Mitchell Your Communications Diversionary Works Hathersage Road Manchester M13 0EH 0161 275 7024

Draft

Schedule of Listed Buildings of Special Architectural or Historic Interest

To be inserted

Draft

Relevant British Standards and Guidelines

General

In addition to compliance with all legal requirements applicable at the time for the construction works and compliance with certain British Standards referred to in the Code, the following British Standards and guidelines issued by various statutory bodies must be complied with. This is not an exhaustive list.

British Standards Institution

BS 4142: 1997 Method of rating industrial noise originating in residential and industrial areas.

BS 5228 Noise control on construction and demolition sites:

- Part 1 (1997): Code of Practice for noise information and procedures for noise control.
- Part 2 (1997): Guide to legislation for noise control applicable to construction and demolition, including road construction and maintenance.
- Part 4 (1992) Code of Practice for noise and vibration control applicable to piling operations.

BS 5837: 1994 Trees in Relation to Construction.

BS 6031: 1992 Code of Practice for earth works.

BS 6841: 1985 Guide to evaluation of human exposure to vibration in buildings (1 Hz to 50 Hz).

BS 7385: 1992 Investigation and measurements for vibration in buildings:

- Part 1 (1992) Code of Practice for measurement and vibrations and evaluation of their effects on buildings.
- Part 2 (1993) Guide to damage levels from ground-borne vibration.

BS EN 60651: 1994 Specification for sound level meters.

BSI DD 175: 1988 Code of Practice for the identification of potentially contaminated land and its investigation.

Health and Safety Executive

HSE Guidance Notes GS 29/4 - Health and safety in demolition work.

HSE Guidance Notes EH 10 (1995) Asbestos: exposure limits and measurement of airborne dust concentrations.

HSE Guidance Notes EH 40/98 (1998) - Occupational Exposure Limits.

HSE Guidance Notes MS 13 (1998) Asbestos

HSE Guidance Note HS(G) 66 (1991) Protection of workers and the General Public During Development on Contaminated Land.

HSE Approved Code of Practice. Work with asbestos in asbestos costing, and asbestos insulating board (1993).

Environment Agency Pollution Prevention Guidelines (PPG)

PPG1 - General Guide to the Prevention of Pollution in Surface Waters.

PPG2 - Above ground oil storage tanks.

PPG3 - The use and design of separators in surface water drainage systems.

PPG4 - Disposal of sewage when mains drainage is available.

PPG5 - Vehicle washing to affect watercourses.

PPG6 - Working at demolition and construction sites.

PPG7 - Sewage Treatment Works - construction and operation.

PPG8 - Storage and disposal of used oils.

PPG10 - Highways

PPG11 - Industrial Sites

PPG13 - The use of high pressure water and steam cleaners.

PPG18 - Control of spillages and fire fighting runoff.

PPG19 - Garages and vehicle service centres.

PPG22 - Dealing with spillages on highways.

Department for the Environment, Food and Rural Affairs Planning Policy Guidance (PPG)

PPG2 – Green Belts.

PPG9 - Nature Conservation.

PPG13 - Transport.

PPG14 - Development on Unstable Land.

PPG15 - Planning and the Historic Environment.

PPG16 - Archaeology and Planning.

PPG23 - Planning and Pollution Control.

PPG24 - Planning and Noise.

Department for the Environment, Food and Rural Affairs Guidance

Reports 1-5 produced by Contaminated Land Research (CLR),
Department of Environment, 1995.

DoE A Guidance to Risk Assessment and Risk Management for
Environment, 1995.

DoE Waste Management, 1995.

Transport Signs Manual 1991.

DCM, 14/97.

Guidance on Contaminated Land

ICE Site Investigation Working Group: Site Investigation in Construction Sites,
Vol. 4 *Guidelines on the safe investigation by drilling of landfills and
contaminated land* (1993).

ICE Design and Practice Guide on Contaminated Land (1994).

CIRIA *Remedial treatment of contaminated land* Series: SP101 to SP1122;

CIRIA (1995)

Environment Protection Act 1990, Waste Management A Duty of Care
1990: A Code of Practice 1996.

Guidance on Trees

BS 5837: 1991 Guide for Trees in relation to construction

National Joint Utilities Group (NJUG) Publication 98: Guidance for the Planning,
Installation and Maintenance of Utility Services in Proximity to Trees, 1995.

Tree Roots, Leaflet No. 6, The Arboricultural Association.

Other Guidance

Royal Fine Art Commission Circular: The Design of Light Railways, 1999.

Draft

APPENDIX D

The Council's Land

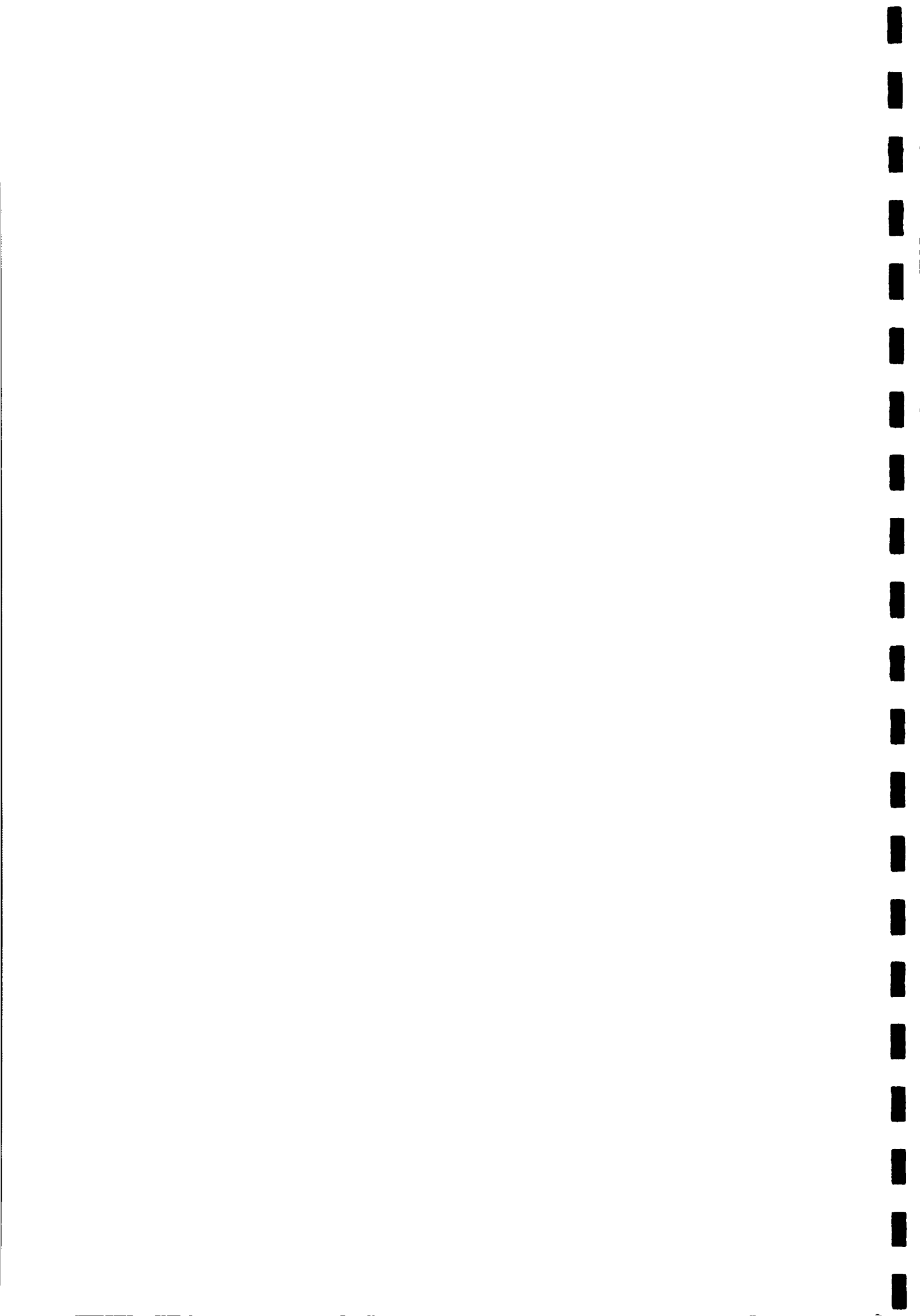
PART 1: Land Required Permanently

- 1.1 Land at Railway Street (shown on plan no CPD 40360/6)
- 1.2 Land at Eagle Lane (shown on plan no CPD 15800/2)
- 1.3 Land at Sedgley Road East (shown on plan no CPD 43000/26)

PART 2 Land Required Temporarily

- 2.1 Land at Coneygre Playing Fields (shown on plan no CPD 43000/26)
- 2.2 Land at Smith Place (shown on plan no CPD ~~15800/2~~ 44200/3)
- 2.3 Land at Eagle Lane (shown on plan no CPD ~~44200/3~~ 15800/2)

SE

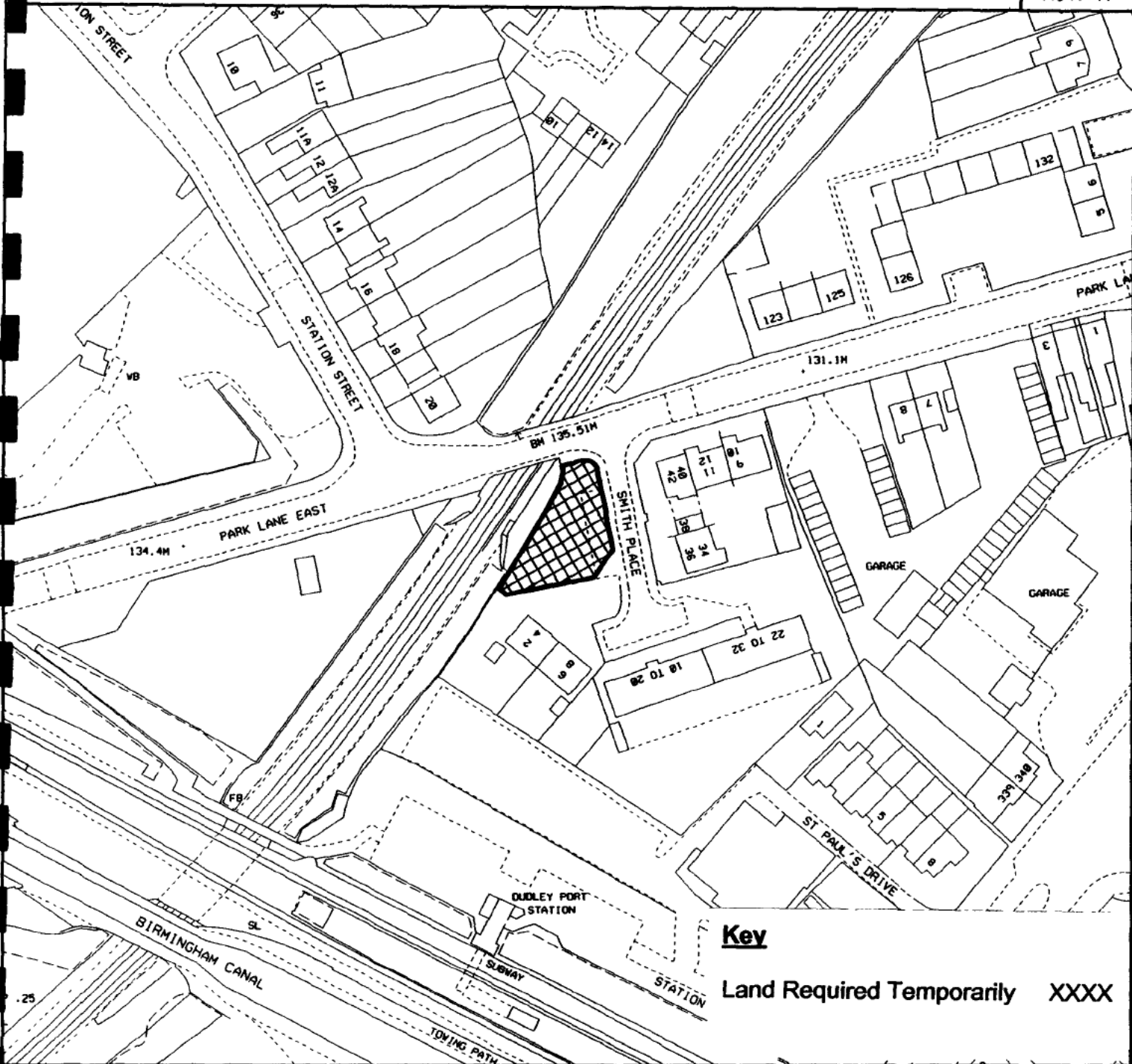


CORPORATE PROPERTY DIVISION

PJ MANLEY - HEAD OF CPD




NORTH



Key

Land Required Temporarily XXXX

 <p>SANDWELL WEST MIDLANDS</p>	DESCRIPTION	SANDWELL	TERRIER
	LAND AT SMITH PLACE TIPTON	F4NE	174
	AREA	SCALE	CENTROID
PLAN NUMBER	CPD/44200/3	1250	396760/291949
		DRAWN	DATE
		CPD-PIU	23-NOV-2004
		<p>THIS MAP IS BASED UPON ORDNANCE SURVEY MATERIAL WITH THE PERMISSION OF ORDNANCE SURVEY ON BEHALF OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE</p> <p>©CROWN COPYRIGHT</p> <p>UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS</p> <p>SANDWELL MBC LICENCE NO 100032119 2004</p>	

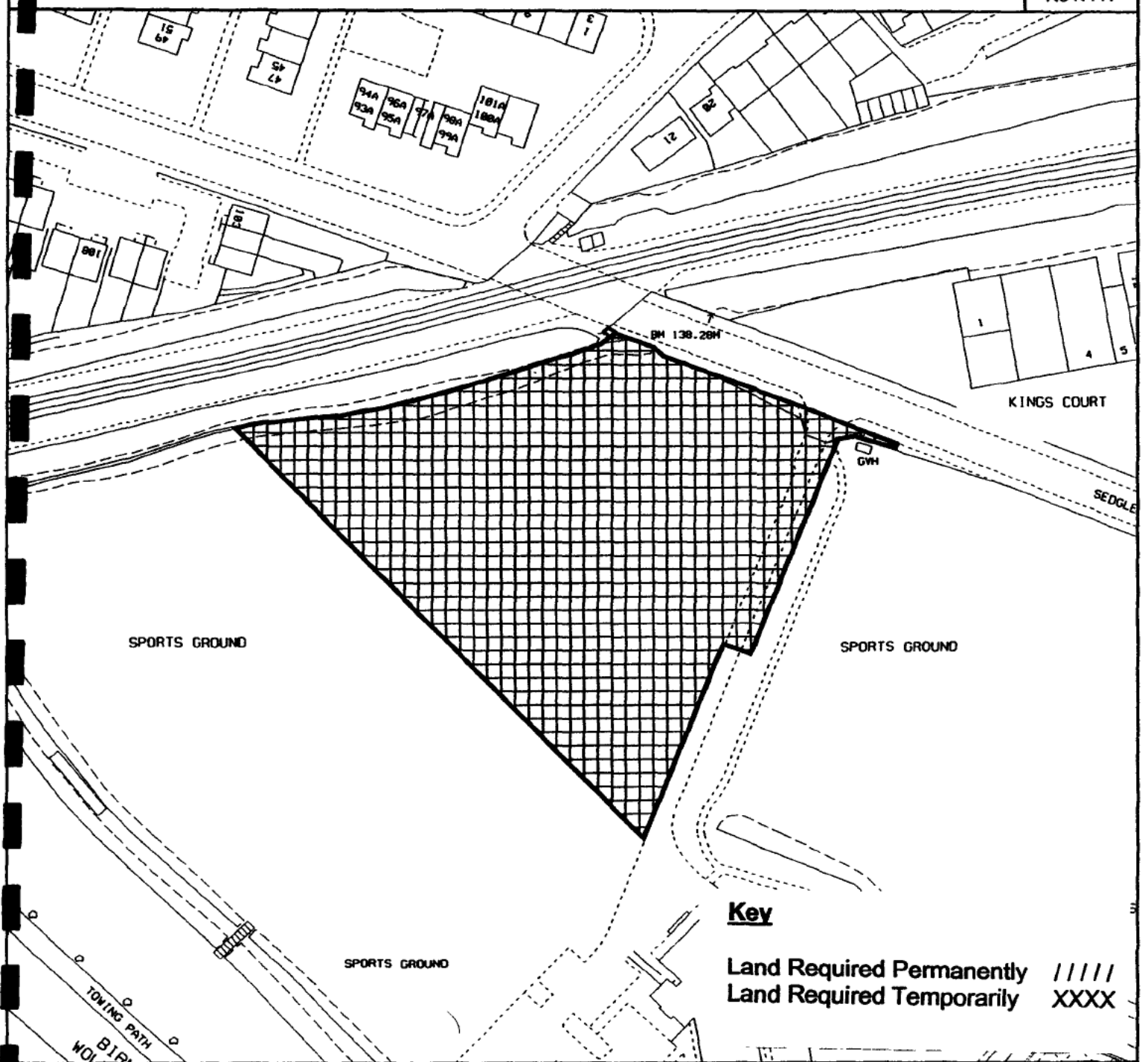


CORPORATE PROPERTY DIVISION

PJ MANLEY - HEAD OF CPD



NORTH



Key

Land Required Permanently // // // //
 Land Required Temporarily XXXX



SANDWELL
 WEST MIDLANDS

DESCRIPTION	LAND AT SEDGLEY ROAD EAST TIPTON
AREA	
PLAN NUMBER	CPD/43000/26

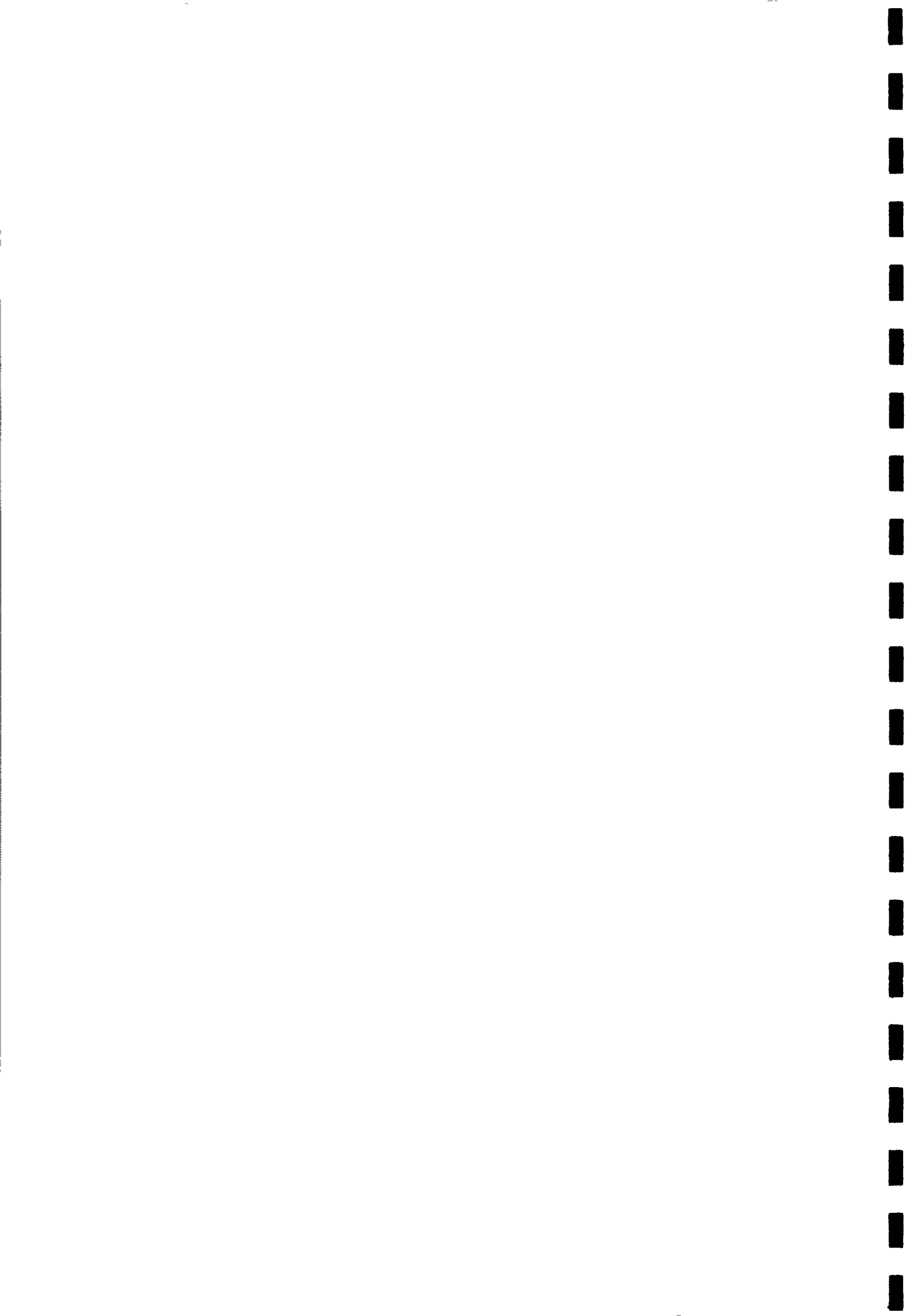
SANDWELL	TERRIER
F4NW	173
SCALE	CENTROID
1250	396013/291565
DRAWN	DATE
JWENSLEY	24-NOV-2004

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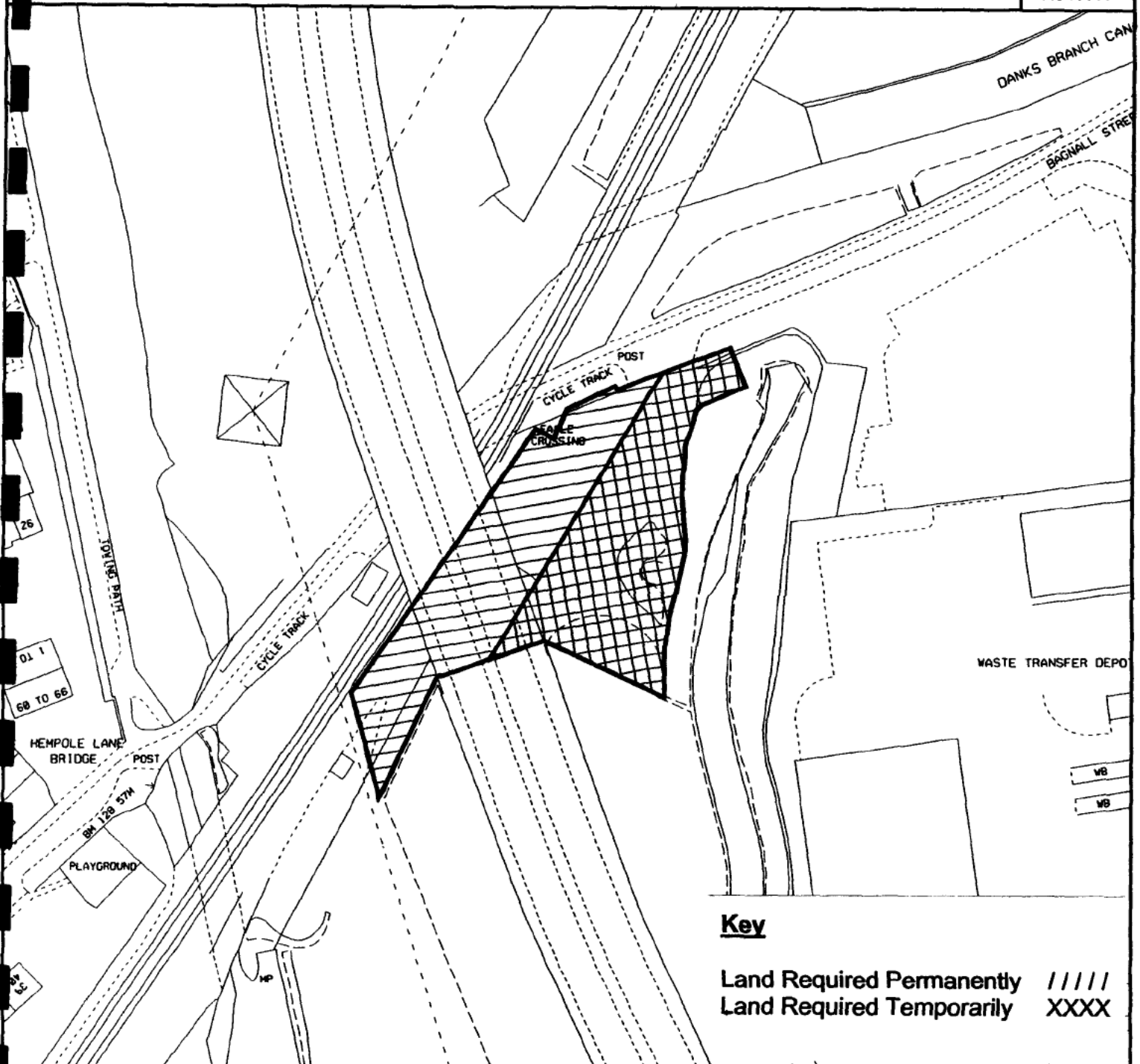
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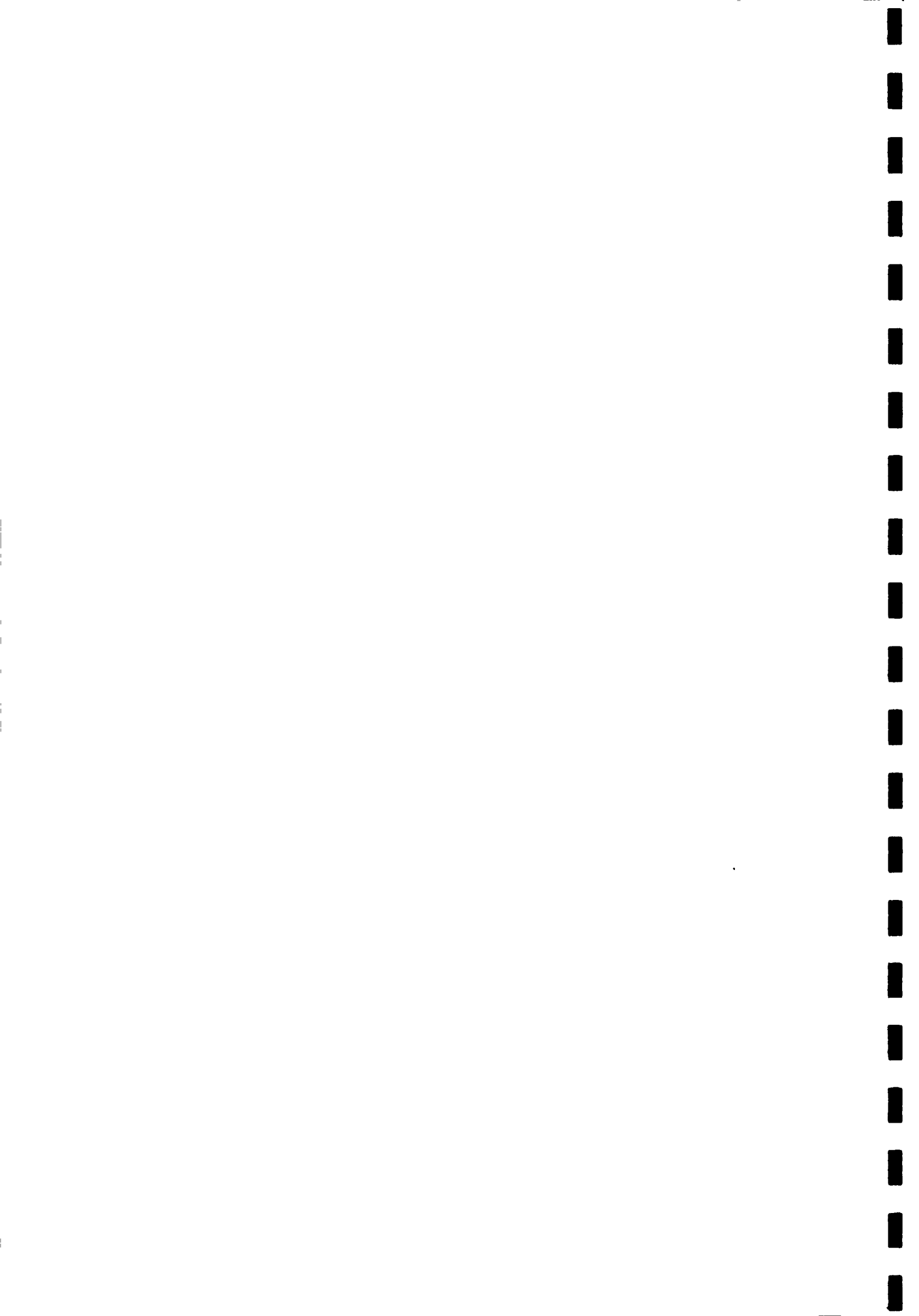
Key

Land Required Permanently **/////**
 Land Required Temporarily **XXXX**



DESCRIPTION	LAND AT EAGLE LANE TIPTON
AREA	
PLAN NUMBER	CPD/15800/2

SANDWELL	TERRIER
E5NE	136
SCALE	CENTROID
1250	397842/292982
DRAWN	DATE
JWENSLEY	24-NOV-2004
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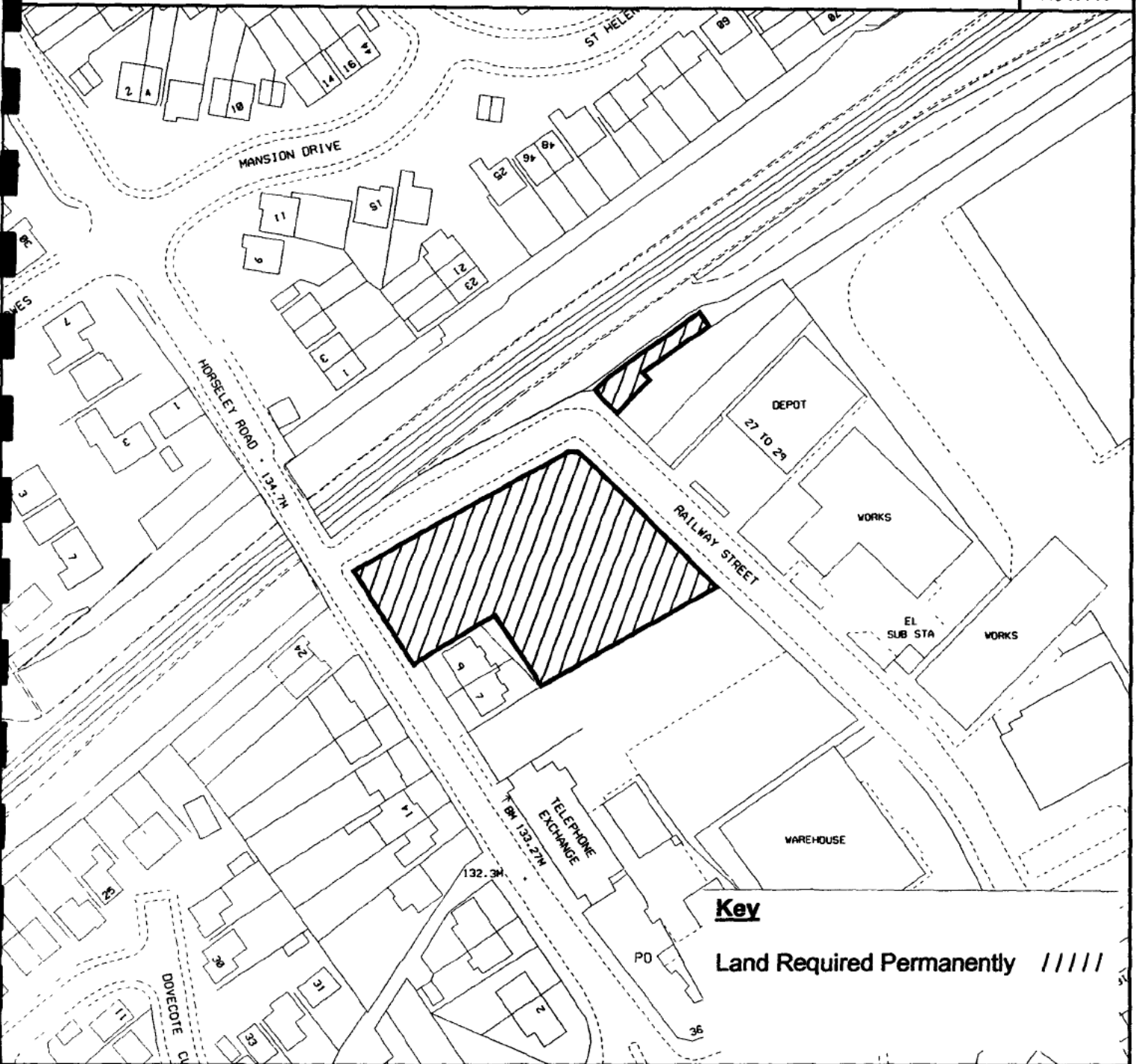


CORPORATE PROPERTY DIVISION

PJ MANLEY - HEAD OF CPD



NORTH



Key

Land Required Permanently // // // //



SANDWELL
WEST MIDLANDS

DESCRIPTION

LAND AT
RAILWAY STREET
TIPTON

AREA

PLAN NUMBER

CPD/40360/6

SANDWELL

E5SW

SCALE

1250

DRAWN

JWENSLEY

TERRIER

156

CENTROID

397156/292312

DATE

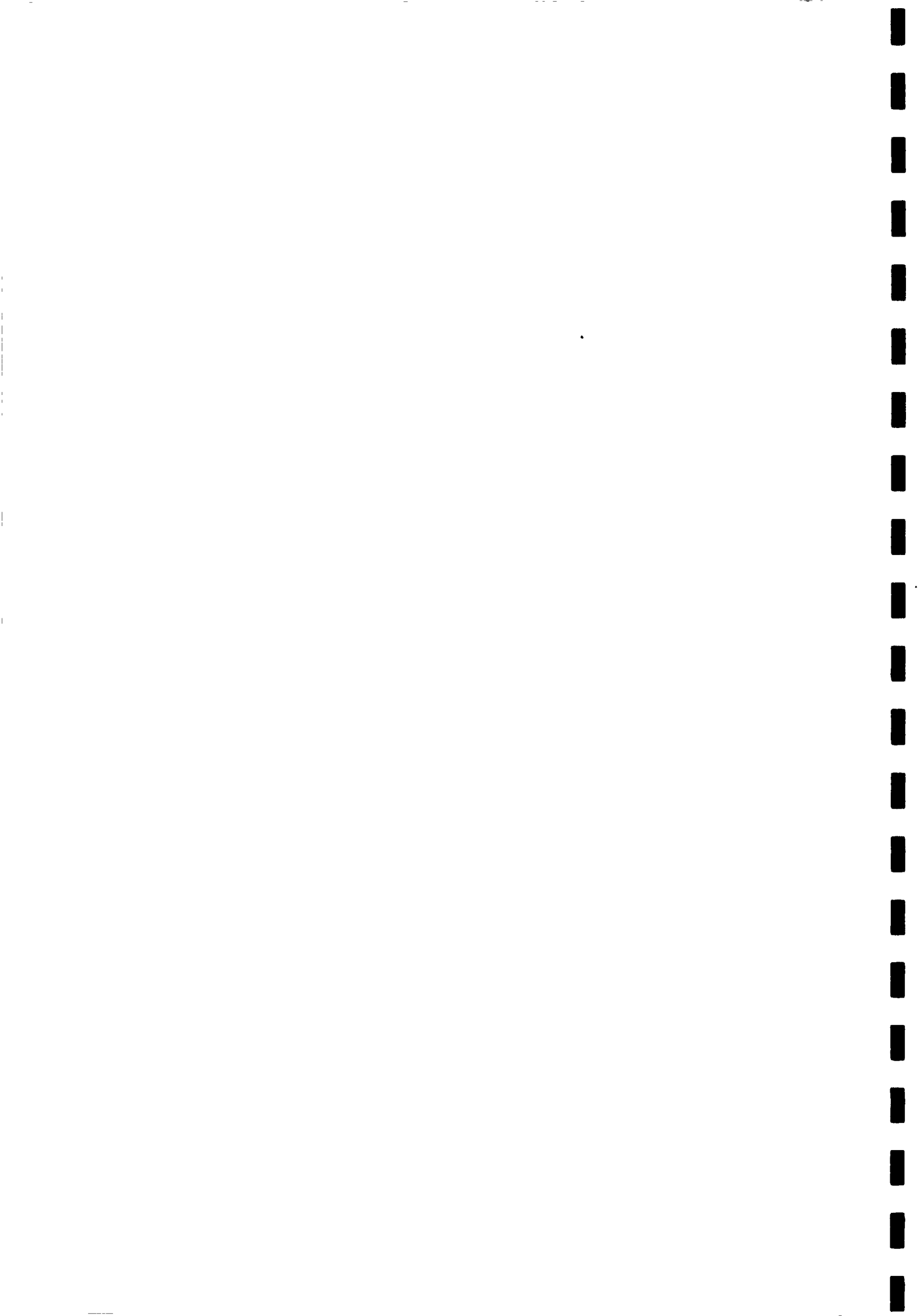
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LICENCE NO 100032119
2004



APPENDIX E

Conditions of use and re-instatement of Coneygre Playing Fields

- 1 The existing Football pitch affected by the works to be reconfigured through 90 degrees.
- 2 The existing urban planting is not to be affected.
- 3 No new entrance can be constructed from Sedgley Road East between the existing entrance and the proposed new Midland Metro bridge.
- 4 Specific regard is to be given to the existence of community buildings within the playing fields. Various community groups, some of whom may be of vulnerable categories, use such buildings and special regard must be given with regard to their safety.
- 5 In the event that Centro wish to utilise the existing access to the playing fields Centro shall enlarge the said access for which consideration should be given to the type of vehicle reasonably expected to access the site. In the event of enlargement an appropriate visibility splay (the design of which to be approved by the Council, such approval not to be unreasonably delayed or withheld) should be provided and thereafter retained following completion of the works
- 6 Any alteration to the existing access as set out in 5 above will require planning permission.
- 7 Any alteration to the existing access as set out in 5 above must not affect the trees, lighting and public footpath immediately adjacent to the existing access. Consideration should also be given to any utilities or buildings in this immediate vicinity.
- 8 The pedestrian footpath is to be extended and accessed/egressed by a new wicket gate.
- 9 If the access is widened the access road should be widened along its whole length to allow for the passage of cars and vans. Lorries accessing the compound area should do so at the nearest possible point to the access.
- 10 The widened access road (and widened gates) should remain upon completion of the works and should be kerbed and tarmaced. The compound area should be reinstated as a sports pitch.

