

Debbie Middleton Middlesbrough Borough Council PO BOX 504 Civic Centre Middlesbrough TS1 9FY

#### 23<sup>rd</sup> December 2024

BY EMAIL TO: <a href="mailto:debbie\_middlesbrough.gov.uk">debbie\_middlesbrough.gov.uk</a> craig cowley@middlesbrough.gov.uk

Ref: PROJ-2371 Linthorpe Road Reinstatement Works / City Region Sustainable Transport Settlements (CRSTS1) PRGM-1389 / CF25-2024

Dear Debbie,

#### PART 1 - OFFER LETTER - PROJ-2371 - Linthorpe Road Reinstatement Works ('the Project')

Tees Valley Combined Authority ('TVCA') is pleased to confirm approval of the funding application in relation to the Project.

This Offer Letter, and the documents attached to it, constitute the terms and conditions of the Grant ('the Agreement'). The Agreement is therefore made up of the following Parts, which are to be read as a single document:-

- a) **Part 1 this Offer Letter** which you are required to sign to confirm your acceptance of the Grant on the terms and conditions set out in this Agreement.
- b) Part 2 the Funding Particulars which set out the amount of the Grant you will receive, the specific key terms which apply to the provision of the Grant, and any amendments to TVCA's Standard Terms and Conditions of Funding.
- c) Part 3 the Standard Funding Terms which apply to the provision of the Grant (subject to any amendments set out in the Funding Particulars); and
- d) Part 4 the Business Case which sets out the purposes for which the Grant was sought.

The words and expressions used in this Offer Letter have the meaning set out in the Standard Funding Terms at Part 3. The expressions 'You' and 'Yours' means the 'Grant Recipient' or 'the Grant Recipient's'.

#### 1. Use of the Grant

The Grant is made strictly for the Agreed Purposes as set out in the Funding Particulars.



#### 2. Next Steps

You are required to sign and date two (2) copies of this Offer Letter and to return both copies to TVCA at the following address within fourteen (14) days of receipt:-

Sally Cowley, Appraisal Manager, Tees Valley Combined Authority, Teesside Airport Business Suite, Teesside International Airport, Darlington DL2 1NJ.

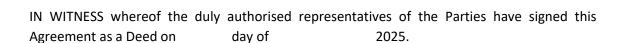
TVCA shall sign both copies on receipt and return one fully signed copy to you for your records.

Please note that TVCA will be unable to release any payment to You until TVCA receives the signed Offer Letter from You in hard copy. TVCA reserves the right to rescind the offer of the Grant if TVCA does not receive a signed Offer Letter within fourteen (14) days of the date of this Offer Letter.

## 3. Effect of Acceptance of the Grant

In signing this Offer Letter, You confirm that:-

- a) You accept the Grant offered on the terms of the Agreement;
- b) You are duly authorised to accept the Grant by the Grant Recipient;
- c) You will comply in full with all obligations set out in the Agreement; and
- d) You understand that TVCA may withhold, or require repayment of, the Grant if You fail to comply in full with Your obligations as set out in the Agreement





Sealed as a deed by affixing the common seal of TEES VALLEY COMBINED AUTHORITY by

AUTHORITY by	Seal
	Authorised Signatory
Sealed as a deed by affixing the common seal of Middlesbrough Borough Council	Seal
	Authorised Signatory

# **PART 2 – FUNDING PARTICULARS**

Project	PROJ-2371 Linthorpe Road Reinstatement Works
<b>Grant Recipient</b>	Middlesbrough Council
Grant Recipient's Address for Notice	PO BOX 504 Civic Centre, Middlesbrough TS1 9FY



Project Start Date	1 <sup>st</sup> July 2024		
Additional Preconditions	Not Applicable		
Agreed Purposes – Assets to be Funded	The Agreed Purposes is to remove the cycle lane infrastructure and reinstate the previous highway layout on Linthorpe Road (B1272) between Borough Road and Ayresome Street, including the reinstatement of 47 Pay & Display parking spaces.		
Approved Use of Asset	The Approved Use of the Asset is to reinstate the previous highway layout on Linthorpe Road (B1272) between Borough Road and Ayresome Street including the reinstatement of 47 Pay & Display parking spaces. Such Pay & Display parking spaces shall remain the property of (and in the sole control of) the Grant Recipient.		
Approved Use Period of Asset	Reflecting the appraisal period of 20 years, the highway layout where practical and feasible should remain as per proposed layout.		
Key Milestones	The Key Milestones are as follows:		
	Description	Forecast Achievement Date	
	Civils Design Complete	31 <sup>st</sup> October 2024	
	Traffic Signals Design Complete	28 <sup>th</sup> February 2025	
	Approval to proceed with Permanent Traffic Regulation Orders (TRO's) by MBC		
	Executive Committee  Traffic Regulation Order 17th February 2025 – 31 <sup>st</sup> Advertisement March 2025		
	Construction Contract Awarded	31 <sup>st</sup> May 2025	
	Work Starts on Site	31 <sup>st</sup> May 2025	
	Work Completes on Site	31st December 2025	
	Site Fully Open	31 <sup>st</sup> December 2025	
	Financial Completion	31 <sup>st</sup> March 2026	
	Year 1 Monitoring Report (defined below)	31 <sup>st</sup> March 2027	
	Year 2 Monitoring Report (defined below)	31 <sup>st</sup> March 2028	
	Year 3 Monitoring Report (defined below)	31 <sup>st</sup> March 2029	
	Year 4 Monitoring Report (defined below)	31 <sup>st</sup> March 2030	
	Year 5 Monitoring Report (defined below)	31 <sup>st</sup> March 2031	
1		- · · · · · · · · · · · · · · · · · · ·	

Project Completion

**"Monitoring Report"** is as defined and set out within Section 5.8 of the Business Case at Part 4 of this Agreement.

31st March 2031



Agreed Outputs	The Agreed Outputs are as follows:		
	Description	To be achieved	
	Removal of existing cycle lanes on Linthorpe Road (km)	1	
	Installation of Pay & Display parking spaces	47	
Amount of Grant	A maximum sum of £2,169,699 (two million, one hundred and sixty- nine thousand, six hundred and ninety-nine pounds) subject to the terms and conditions of this Agreement.		
	This amount includes a Quantitative Risk Assessment (QRA) value of £285,518 (two hundred and eighty-five thousand, five hundred and eighteen pounds) which can be drawn down by the Grant Recipient in line with the process as set out within the Business Case at Part 4 of this Agreement.		
	As set out within the Business Case at Part 4 of this Agreement, approval of the draw down of the £285,518 (two hundred and eighty-five thousand, five hundred and eighteen pounds) QRA shall be subject to the approval of TVCA, at its absolute discretion.		
Match Funding Required	None		
Funding Profile	Unless otherwise agreed in writing and subject to the terms of this Agreement, payments will be made by TVCA to the Grant Recipient quarterly in arrears and be based upon actual expenditure incurred		
Eligible Expenditure	Eligible Expenditure incurred in respect of the Agreed Purposes, as per the following eligible expenditure headings:		
	Construction costs £1,809,026 (One million, eight hundred and nine thousand and twenty-six pounds)		
	Project Management Cost one hundred and fifty-five	s £75,155 (seventy-five thousand, pounds)	
	hundred and eighty-five	ment (QRA) value £285,518 (two e thousand, five hundred and to the process set out within the this Agreement).	
VAT Position	TVCA considers that all payments of Grant are outside of the scope of Value Added Tax, but where this is or becomes chargeable, all payments of Grant shall be deemed to be inclusive of Value Added Tax.		
Agreed Completion Date	31st March 2031		
Claim Requirements	As set out in clause 8 (Payment of Grant)		



Acknowledgment or Publicity Requirements	See 'Additions to the Standard Funding Terms (if any)' below.	
Commercially Sensitive Information	None	
Monitoring Period	From the Project Start Date to 3 months after the Agreed Completion Date	
Frequency and Format of Reports	As set out in Clause 12 (Monitoring & Reporting)	
Amendments to the Standard Funding Terms (if any)		
Additions to the Standard Funding Terms (if any)	1. In addition to the public relations and marketing requirements set out in the Agreement, the Grant Recipient shall ensure that all site hoardings, billboards, websites and communications it releases relating to the Project in whatever format will be in full compliance with the Government Communication Service guidelines at <a href="Branding-GCS">Branding-GCS</a> (as updated from time to time) ( <b>Guidelines</b> ). Any such logo and/or statements required by the Guidelines will be given equal prominence to the Grant Recipient's own branding and that of TVCA.	
	2. The Grant Recipient shall use all reasonable endeavours to assist TVCA with any reasonable request TVCA makes to the Grant Recipient to meet its obligations to the Department for Transport in respect of the Project.	
	<ol> <li>The Grant Recipient shall provide a quarterly cash-flow showing eligible expenditure to TVCA prior to submission of the first quarterly claim.</li> </ol>	



#### PART 3 – TVCA STANDARD TERMS AND CONDITIONS OF FUNDING

## 1. **DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires, expressions shall have the following meanings set out in the Appendix to this Part 3 (TVCA Standard Terms and Conditions of Funding).

#### 2. **COMMENCEMENT AND TERM**

This Agreement shall commence on the Project Start Date and shall continue for the Term, unless terminated in accordance with Clause 16 (Events of Default).

#### 3. **CONDITIONS PRECEDENT**

- 3.1 TVCA will not make the first payment of Grant and/or any subsequent payment of Grant unless all of the Preconditions have been complied with, in addition to any Preconditions listed in the Contract Particulars:-
  - 3.1.1 the Grant Recipient has satisfied TVCA that the Grant Recipient has sufficient Match Funding committed to achieve Completion of the Project by the Agreed Completion Date.
  - 3.1.2 the Grant Recipient has satisfied TVCA that the Grant Recipient has all funding needed to pay for expenditure in relation to the Project which is Not Eligible Expenditure.
  - 3.1.3 any Preliminary Expenditure, which is Eligible Expenditure, has been used in accordance with any conditions relating to it.
  - 3.1.4 a Certificate of Title in respect of the ownership of the Site and the Grant Recipient's estate or interest therein (being either the freehold estate or a Long Lease) has been issued to TVCA by a firm of solicitors acceptable to TVCA; and
  - 3.1.5 the Grant Recipient shall have supplied to TVCA and TVCA shall have approved the Project Specifications.
- 3.2 Notwithstanding clause 3.1, TVCA may waive in whole or in part any Precondition without prejudicing TVCA's right to require subsequent fulfilment of such Precondition provided always that the payment of a Grant Claim shall not operate as a waiver of any of the obligations in this clause 3 or exclude the right for TVCA to exercise any of its rights under this Agreement.

#### 4. **OBLIGATIONS OF TVCA**

- 4.1 Subject to clause 4.2, TVCA shall make the Grant to the Grant Recipient in accordance with the Funding Profile.
- 4.2 TVCA's obligation to make the Grant is conditional on the Grant Recipient:-
  - 4.2.1 having all necessary Consents to proceed with the Project.
  - 4.2.2 subject to clause 3.2, having met all Preconditions in full.



- 4.2.3 satisfying TVCA that the Grant Recipient is meeting, and can continue to meet, its obligations as set out in clause 5 (Obligations of the Grant Recipient); and
- 4.2.4 satisfying TVCA that none of the circumstances described in clause 16 (Events of Default) have occurred.
- 4.3 For the avoidance of doubt, TVCA shall have no obligation to provide any further funding in relation to the Project, or any future project, other than as provided for specifically in this Agreement.

### 5. **OBLIGATIONS OF THE GRANT RECIPIENT**

- 5.1 The Grant Recipient agrees with TVCA that it will:-
  - 5.1.1 progress the Project in an efficient and business-like manner.
  - 5.1.2 not make any material alteration to the Project unless TVCA agrees otherwise in writing.
  - 5.1.3 apply the Grant exclusively for the Agreed Purpose and in relation to Eligible Expenditure only.
  - 5.1.4 deliver the Agreed Outputs.
  - 5.1.5 meet the Key Milestones.
  - 5.1.6 comply with the following at all times throughout the Project:
    - a) the terms of any Consents.
    - b) all applicable Law including all requirements pursuant to the Public Contracts Regulations 2015 and Subsidy Control Law; and
    - c) the terms and conditions of this Agreement, including but not limited to:-
      - the monitoring and reporting requirements set out in clause 12 (Monitoring and Reporting);
      - ii. the intellectual property requirements set out in clause 13 (Intellectual Property); and
      - iii. the public relations and marketing requirements set out in clause 14 (Public Relations and Marketing);
  - 5.1.7 not charge, assign, transfer or otherwise dispose of the benefit of this Agreement;
  - 5.1.8 provide TVCA with such information as TVCA may reasonably require in connection with the Project;
  - 5.1.9 submit Claim Forms with full supporting evidence in accordance with the Funding Profile (pursuant to clause 8 (Payment of Grant));



- 5.1.10 secure all other sources of funding required to deliver the Project as identified in the Application Form including any Match Funding; and
- 5.1.11 meet all cost overrun(s) associated with the Project.
- 5.2 The Grant Recipient further agrees with TVCA that it shall as soon as reasonably practicable inform TVCA in writing of:-
  - 5.2.1 any Change; and/or
  - any event which might adversely affect the carrying out and completion of the Project or any part of it.
- 5.3 The Grant Recipient may, with the consent of TVCA, task a Delivery Partner to carry out certain of the Project Activities provided that such shall not in any way reduce any of the obligations or liability of the Grant Recipient under this Funding Agreement. If Consent is given, the Delivery Partner shall be named in the Funding Particulars.
- 5.4 For the avoidance of doubt, the Grant Recipient shall be liable for the acts of its Delivery Partner including any Corrections resulting therefrom.
- 5.5 The Grant Recipient shall not use the Grant to:-
  - 5.5.1 make any payment to members of its Governing Body; or
  - 5.5.2 pay for any expenditure commitments of the Grant Recipient entered into before the Project Start Date,

unless this has been approved in writing by TVCA.

- 5.6 The Grant Recipient shall not spend any part of the Grant on the delivery of the Project outside of the Approved Use Period.
- 5.7 Should any part of the Grant remain unspent after the expiration of the Approved Use Period, the Grant Recipient shall ensure that any unspent monies are returned to TVCA unless otherwise agreed in writing by TVCA.
- 5.8 Any liabilities arising after the Agreed Completion Date must be managed and paid for by the Grant Recipient using the Grant or other resources of the Grant Recipient. There will be no additional funding available from TVCA for this or any other purpose.

#### 6. **PROJECT WORKS**

- 6.1 The Grant Recipient agrees with TVCA that:-
  - 6.1.1 it shall not carry out any Project Activities upon the Site without having obtained all necessary Consents for such activities, including traffic regulation orders in line with the Traffic Regulation Act 1984. All works to be delivered as permitted development consistent with the Town and Country Planning Act 1990;



- 6.1.2 it shall permit TVCA and its authorised representatives to attend any Project meetings including any Site meetings with the Grant Recipient's building contractor;
- 6.1.3 it shall permit TVCA and its authorised representatives to visit the Site upon reasonable notice to view the Works throughout the lifetime of the Project; and
- 6.1.4 it shall use all reasonable endeavours to ensure that the construction and operation of the Project reflect the overall principles of Sustainable Development.

#### 7. **WARRANTIES**

- 7.1 The Grant Recipient represents and warrants to TVCA that:-
  - 7.1.1 the execution of the Offer Letter has been validly authorised and the obligations assumed by the Grant Recipient constitute valid, legal, binding and enforceable obligations;
  - 7.1.2 the Grant Recipient is not at the date of this Agreement aware of any:
    - a) actual or potential litigation or administrative or arbitration proceeding which might have a material adverse effect on its business, assets or operations or might adversely affect its ability to perform its obligations under this Agreement; or
    - b) circumstances which may result in the bankruptcy or insolvency of the Grant Recipient, or the Grant Recipient making any composition with its creditors;
  - 7.1.3 the information provided in the Application Form is true, complete and accurate;
  - 7.1.4 it has disclosed to TVCA all information that might reasonably be thought to have influenced TVCA in awarding the Grant to the Grant Recipient; and
  - 7.1.5 it is not aware of anything which may materially threaten the success of the Project.

## 8. PAYMENT OF GRANT

- 8.1 Subject to the Grant Recipient complying with the Claim Requirements, TVCA shall pay the Grant to the Grant Recipient on the Payment Date(s) and in the amounts set out in the Funding Profile.
- 8.2 The Grant Recipient shall make all Claims no less than fourteen (14) days in advance of each Payment Date by submitting the Claim Form to TVCA.
- 8.3 The Grant Recipient must notify TVCA promptly if at any time it becomes aware that it is unable to make a Claim in accordance with the Funding Profile.
- 8.4 Each Claim shall include accounting documents capable of being independently verified in such format and detail as may be acceptable to TVCA.



- 8.5 TVCA will aim to defray the relevant Grant within twenty (20) Working Days of receipt of a Claim, subject to the Grant Recipient satisfactorily meeting any request for further information or evidence. The time for payment of the Claim shall not be of the essence. TVCA shall have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Claim howsoever arising.
- 8.6 A progress report in respect of the Project must be submitted with each Claim in accordance with clause 12 (Monitoring and Reporting).
- 8.7 By submitting a Claim, the Grant Recipient warrants that:-
  - 8.7.1 there is no Event of Default or material breach subsisting by reference to the facts and circumstances existing on each such date; and
  - 8.7.2 if it is not aware of anything which materially threatens the success or successful completion of the intention or purpose of this Funding Agreement.
- 8.8 TVCA shall apply the approach to Value Added Tax in relation to the Grant as set out in the Contract Particulars.
- 8.9 If in any Financial Year (the relevant year) there is a shortfall in the amount of Eligible Expenditure by reference to the amount planned in the Funding Profile, TVCA will be under no obligation to pay Grant for any additional Eligible Expenditure in the following year or any later Financial Year.
- 8.10 If in any Financial Year (the relevant year) there is an overspend in the amount of Eligible Expenditure by reference to the amount planned in the Funding Profile, TVCA will be under no obligation to pay Grant in the following year or any later Financial Year which was overspent in any relevant year.
- 8.11 The Grant shall be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Grant Recipient.
- 8.12 The Grant Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of TVCA.
- 8.13 The Grant shall be shown in the Grant Recipient's accounts as a restricted fund and shall not be included under general funds.
- 8.14 The Grant Recipient shall keep separate, accurate and up to date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 8.15 The Grant Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following receipt of any Grant monies to which they relate. TVCA shall have the right to review, at the TVCA's reasonable request, the Grant Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.



- 8.16 The Grant Recipient shall provide TVCA with a copy of its annual accounts within six (6) months (or such lesser period as TVCA may reasonably require) of the end of the relevant Financial Year in respect of each year in which the Grant is paid.
- 8.17 The Grant Recipient shall comply and facilitate TVCA's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and TVCA.

## 9. **RETENTION OF GRANT**

- 9.1 Without prejudice to any other provision of this Funding Agreement TVCA will retain 5% of the Grant which shall not be released unless and until the following events have occurred:-
  - 9.1.1 financial completion of the Project;
  - 9.1.2 TVCA has received, and is satisfied with, the final monitoring report following the final monitoring visit;
  - 9.1.3 all audit issues outstanding are resolved; and
  - 9.1.4 provided always that the release of the retention shall not operate as an acknowledgement or waiver and shall not preclude TVCA from exercising any of its rights under this Funding Agreement.

#### 10. **CORRECTIONS**

- 10.1 Notwithstanding any other provision in this Agreement, TVCA may impose a Correction. If a Correction is imposed, a notice will be sent to the Grant Recipient setting out the Irregularity that TVCA considers has occurred together with the level of Correction imposed having regard to the Irregularity and/or the value of the Grant Claim to the extent that the Irregularity applies to it.
- 10.2 If a Correction is imposed, the Grant Recipient shall either pay the amount or agree to the Correction being offset from a future Grant Claim as the case may be. TVCA shall be at liberty to offset an amount of Grant in anticipation of a Correction pending the final outcome of any discussions or representations made by TVCA and/or the Grant Recipient in respect of the Correction.
- 10.3 The Grant Recipient shall be at liberty to make representations in writing to TVCA setting out the reasons it considers that the Correction should be adjusted together with evidence in sufficient detail to enable TVCA to reconsider the requirement for the Correction provided always that TVCA's decision shall be final and binding.

#### 11. PROVISIONS RELATING TO ASSETS

#### **Inventory of the Assets**

- 11.1 Using the Asset Register Template, the Grant Recipient must establish and maintain an inventory of all of the Assets.
- 11.2 The Grant Recipient covenants with TVCA that it will not use any Asset for any purpose other than the Approved Use throughout the Approved Use Period of the Asset.



## Change of use of any Asset

During the Approved Use Period of each Asset, the Grant Recipient shall not cease to use the Fixed Asset or the Major Asset, or any part of the Asset for the Approved Use without the prior written consent of TVCA. If consent is given, it may be subject to any conditions which TVCA may wish to impose. Such conditions may include repayment by the Grant Recipient to TVCA of all or part of the Grant paid to the Grant Recipient under this Funding Agreement.

#### **Disposal of any Asset**

- 11.4 The conditions of this clause shall apply throughout the Approved Use Period of any Asset:
  - in respect of any Planned Disposal, the Grant Recipient need not seek the prior written consent of TVCA to such Planned Disposal, provided the Grant Recipient can demonstrate that the disposal meets the definition of a Planned Disposal as agreed in accordance with this Funding Agreement;
  - 11.4.2 further to clause 11.4.1 above, where the Grant Recipient intends to make a Planned Disposal the Grant Recipient shall notify TVCA in good time prior to such Planned Disposal, supplying evidence that such disposal meets the definition of a Planned Disposal as set out herein, and TVCA shall promptly supply to the Grant Recipient a letter addressed to the relevant Land Registry consenting to the disposal;
  - 11.4.3 the Grant Recipient must not Dispose of any interest in any Asset without the prior written consent of TVCA. If TVCA grants consent to a Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by TVCA;
  - 11.4.4 where the Grant Recipient Disposes of any interest in any Asset without the prior written consent of TVCA, then the proceeds of the Disposal (limited to the total amount paid by TVCA to the Grant Recipient under this Funding Agreement) shall be held on trust by the Grant Recipient for the benefit of TVCA;
  - 11.4.5 the liability under clause 11.4.4 is separate from the liability to comply with any decision of TVCA under clause to require repayment of the whole or any part of the amount paid of the Grant, to the Grant Recipient; and
  - 11.4.6 the Grant Recipient shall provide to TVCA as part of the progress report referred to in clause 12.1 information in relation to any Disposals which it either intends to make or has made with the prior written consent of TVCA at the date of such progress reports.

#### 12. MONITORING AND REPORTING

- 12.1 As part of each Claim, the Grant Recipient shall provide a report including the following information:-
  - 12.1.1 a financial summary which identifies:-
    - the amount of the Grant spent since the last Payment Date (if any);



- b) how the Grant identified at (a) above was spent;
- c) confirmation that each item of expenditure identified above at (b) above is Eligible Expenditure; and
- d) any remaining balance of the Grant held by the Grant Recipient;
- 12.1.2 full evidence of the expenditure itemised at 12.1.1a) above
- 12.1.3 an update of progress against Key Milestones and confirmation of any Key Milestones which have not been met; and
- 12.1.4 an update of progress against delivering Agreed Outputs and confirmation of any Agreed Outputs which have not been delivered.
- 12.2 In addition to the requirements set out in clause 12.1 above, the Grant Recipient shall (to the extent required):-
  - 12.2.1 provide TVCA with financial and operational reports in relation to the Project on the frequency and in the format specified in the Funding Particulars and as further notified by TVCA from time to time;
  - 12.2.2 provide TVCA with such further information as TVCA may reasonably require in order for TVCA to establish that the Grant has been used properly in accordance with this Agreement within fourteen (14) days; and
  - 12.2.3 on reasonable written request, permit any person authorised by TVCA such reasonable access to its employees, agents, facilities and records, for the purpose of evaluating the Grant Recipient's compliance with this Agreement within fourteen (14) days.
- 12.3 For the duration of the Approved Use Period, the Grant Recipient shall inform TVCA immediately in relation to any Disposal:-
  - 12.3.1 which it intends to make seeking the prior written consent of TVCA; and
  - 12.3.2 which it has made with the prior written consent of TVCA.
- 12.4 The Grant Recipient shall provide TVCA with a final report within fourteen (14) days of the Agreed Completion Date which shall confirm whether the Project has been successfully and properly completed.

#### 13. INTELLECTUAL PROPERTY

- 13.1 The Grant Recipient agrees:-
  - 13.1.1 to provide TVCA with digital images in electronic format which accurately demonstrate the Project (as reasonably requested by TVCA from time to time), along with the right to use those images at any time including the right to publish and to alter the images and to share them with relevant third parties;



- 13.1.2 to hereby grant an irrevocable, perpetual and royalty-free licence to TVCA to use, copy, keep and disseminate the Digital Outputs;
- 13.1.3 obtain and maintain in force all authorisations of any kind the Grant Recipient requires to use, copy, keep and disseminate the Digital Outputs and to grant the licence in clause 13.1.2 to TVCA;
- 13.1.4 to contract to the effect that any creation made on its behalf of material which forms Digital Output is undertaken on terms which enable it to grant the licence at clause 13.1.2 to TVCA; and
- 13.1.5 ensure that Digital Outputs are held securely and are available on request by TVCA.

#### 14. PUBLIC RELATIONS AND MARKETING

- 14.1 The Grant Recipient agrees:-
  - 14.1.1 to include the statement, 'This Project is funded by Tees Valley Combined Authority' and the Logo on or in:
    - all Site hoardings and billboards;
    - on all communications it releases relating to the Project in whatever format;
    - where the Grant is made in relation to a Fixed Asset, on a sign in a prominent position to be agreed by TVCA;
    - and that such statement and Logo will be given equal prominence to the Grant Recipient's own branding;
  - 14.1.2 that TVCA has the right to publicise the Grant and the Project;
  - 14.1.3 not to publish or display any item bearing the Logo or the name of TVCA without prior TVCA approval (not to be unreasonably withheld);
  - to give TVCA as much advance notice as possible of announcements and milestone events (at least four (4) weeks) to allow quotes to be arranged for any media releases from the TVCA and/or HM Government as TVCA considers this appropriate;
  - 14.1.5 not to issue any public statement, press release or other publicity in relation to the Project without
    - a) prior TVCA approval (not to be unreasonably withheld); and
    - b) giving TVCA and/or HM Government (where TVCA considers this appropriate) the opportunity to include a quote or comment in the statement; and



- 14.1.6 to meet any additional acknowledgment or publicity requirements specified in the Funding Particulars or notified by TVCA from time to time, including the requirement to use the Logo in certain contexts.
- 14.2 TVCA grants to the Grant Recipient a non-exclusive, non-assignable licence to use the Logo where authorised or required to do so pursuant to this clause 14 (Public Relations and Marketing) only.

## 15. **SUBSIDY CONTROL**

- 15.1 The Grant Recipient confirms it has undertaken its own independent assessment of the compatibility of the Project with Subsidy Control Law and confirms to TVCA that the Project is structured so it is compliant with Subsidy Control Law.
- 15.2 Where TVCA has provided its views on any aspect of Subsidy Control Law, the Grant Recipient confirms that it has considered this information alongside all other sources of Subsidy Control Law available at the time of entering into this Agreement in undertaking its own assessment of the Project's compliance. TVCA has taken into account the Grant Recipient's representations on Subsidy Control Law compliance in deciding to offer the Grant.
- 15.3 The Grant Recipient agrees to:-
  - 15.3.1 procure and maintain the necessary expertise and resources to deliver the Project in accordance with Subsidy Control Law for the full term of the Project; and
  - 15.3.2 to maintain appropriate records of compliance with Subsidy Control Law and agrees to take all reasonable steps to assist TVCA to respond to any investigation(s) instigated by a regulator of UK Subsidy Control Law into the Project.

#### 16. **EVENTS OF DEFAULT**

- 16.1 TVCA may at its absolute discretion:-
  - 16.1.1 reduce, suspend or withhold the Grant or any part of it; and/or
  - 16.1.2 require that all or part of the Grant be repaid, and/or
  - 16.1.3 may terminate this Agreement, or any part of it, on written notice with immediate effect;

on the occurrence of any of the Events of Default listed in clause 16.2.

- 16.2 The Events of Default are:-
  - 16.2.1 the Grant Recipient:
    - a) is in breach of a material term of this Agreement which (in the reasonable opinion of TVCA) is not capable of remedy;



- b) is in breach of a material term of this Agreement which is (in the reasonable opinion of TVCA) is capable of remedy and the Grant Recipient has failed to remedy the breach within fourteen (14) days of receipt of written notice from TVCA specifying the breach and requesting that it be remedied;
- c) fails to commence the Project Activities by the date which is three (3) months after the date of this Agreement;
- d) does not claim the expenditure in line with the Expenditure Profile;
- e) does not complete the Project Activities by the Agreed Completion Date;
- f) fails to meet any Key Milestone or to deliver any Agreed Output;
- g) becomes bankrupt or insolvent, makes any composition with its creditors, or has a receiver appointed under the Mental Health Act 1983;
- h) dies or becomes unable to perform their obligations under this Agreement due to incapacity for any consecutive or aggregate period of four (4) weeks in any period of twelve (12) calendar months;
- i) ceases or threatens to cease to carry on its business;
- is guilty of any conduct bringing itself or TVCA into serious public disrepute, including but not limited to, a breach of clause 25 (Prevention of Bribery); or
- k) in the opinion of TVCA (acting reasonably) commits any act of dishonesty or serious or persistent misconduct in connection with or referable to the Project or this Agreement (including a material breach of health and safety legislation or of the Public Contracts Regulations 2015); or
- 16.2.2 any Consent necessary to enable the Grant Recipient to deliver the Project is not obtained or, having been obtained, is revoked, withdrawn, suspended, modified or made subject to conditions;
- 16.2.3 the Approved Use of any Asset has ceased without the prior written consent of the TVCA;
- any of the warranties given or representations made by the Grant Recipient as set out in clause 7 (Warranties) and clause 25.2 (Prevention of Bribery) prove to be untrue or incorrect;
- 16.2.5 a Change occurs without the prior written approval of the TVCA;
- 16.2.6 any event or circumstance which (in the reasonable opinion of TVCA) might materially adversely affect:
  - a) the carrying out and completion of the Project or any part of it, or
  - b) the Grant Recipient's ability to achieve the Agreed Outputs; or



- c) the Grant Recipient's ability to meet the Key Milestones; or
- 16.2.7 a finding of non-compliance with Subsidy Control Law is made in respect of the Project by a Court of competent jurisdiction (in which case, the Grant Recipient acknowledges and agrees to repay the Grant with interest in accordance with the applicable reference rates on request).

## 17. **DISPUTE RESOLUTION PROCEDURE**

- 17.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 17.
- 17.2 The Parties shall endeavour to:-
  - 17.2.1 notify each other of any anticipated disputes so that any potential dispute can be avoided by negotiation between them; and
  - 17.2.2 resolve any failure to agree matters or any disputes by direct negotiations between senior representatives of the Parties.
- 17.3 Where direct negotiations have failed to resolve the dispute, either Party may refer the matter to an adjudicator ("the Adjudicator"). The Adjudicator shall be selected by the President for the time being of the Chartered Institute of Arbitrators unless the Parties in dispute agree another appropriate person.
- 17.4 The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert, and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or their determination or the procedure used to reach the determination.
- 17.5 The Grant Recipient shall continue to comply with, observe and perform all its obligations hereunder regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution under this clause 17.
- 17.6 The Parties shall give effect forthwith to every decision of the Adjudicator delivered under this clause 17.

#### 18. **SURVIVAL**

- 18.1 The following clauses will survive termination or expiry of this Agreement:-
  - 18.1.1 clause 5 (Obligations of the Grant Recipient) to the extent the obligations continue to be capable of being met;
  - 18.1.2 clause 6 (Project Works);
  - 18.1.3 clause 10 (Corrections);
  - 18.1.4 clause 11 (Provisions Relating to Assets);
  - 18.1.5 clause 12 (Monitoring and Reporting);



- 18.1.6 clause 13 (Intellectual Property);
- 18.1.7 clause 14 (Public Relations and Marketing);
- 18.1.8 clause Error! Reference source not found. (Subsidy Control);
- 18.1.9 clause 16 (Events Of Default) in relation to the right to require repayment of the Grant only;
- 18.1.10 clause 20 (Freedom of Information and Data Protection);
- 18.1.11 clause 21 (Confidentiality);
- 18.1.12 clause 22 (Limitation of Liability);
- 18.1.13 clause 23 (insurance);
- 18.1.14 clause 25 (Prevention of Bribery);
- 18.1.15 clause 28 (Severance); and
- 18.1.16 clause 31 (Law and Jurisdiction).

#### 19. VARIATION

19.1 No variation or modification to this Agreement is valid unless it is in writing and signed by each of the Parties.

## 20. FREEDOM OF INFORMATION AND DATA PROTECTION

- 20.1 The Grant Recipient acknowledges that TVCA is required to comply with the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 20.2 The Grant Recipient agrees to assist and co-operate with TVCA as required by TVCA to enable TVCA to comply with its information disclosure obligations.
- 20.3 The Grant Recipient acknowledges that the Commercially Sensitive Information is indicative only and that TVCA may be obliged to disclose it to comply with its information disclosure obligations.
- 20.4 Except where the Grant Recipient is itself required to comply with the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the Grant Recipient will not answer any request for information itself without the prior written consent of TVCA but shall pass these on to TVCA at the earliest opportunity for TVCA to respond to.
- 20.5 Where the Grant Recipient is required to comply with the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the Grant Recipient shall use best endeavours to consult with TVCA before responding to any request for information directly relating to the Project.



20.6 The Grant Recipient shall (and shall procure that any of its staff involved in connection with the Project shall) comply with all applicable requirements of the Data Protection Legislation which arise in connection with this Agreement.

#### 21. **CONFIDENTIALITY**

- 21.1 Subject to clause 20 (Freedom of Information and Data Protection), each Party shall during the Approved Use Period and thereafter keep secret and confidential all intellectual property rights (as per clause 13) or other business, technical or commercial information (including the Commercially Sensitive Information) disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.
- 21.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any intellectual property rights, or other business, technical or commercial information which:-
  - 21.1.1 at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party; or
  - 21.1.2 is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; or
  - 21.1.3 is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that Party to the disclosing Party.

#### 22. LIMITATION OF LIABILITY

- 22.1 TVCA accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Grant Recipient shall indemnify and hold harmless TVCA, its employees, agents, officers or Subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Project, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.
- 22.2 Subject to clause 22.1, TVCA's liability under this Agreement is limited to the payment of the Grant

## 23. **INSURANCE**

23.1 The Grant Recipient shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Grant Recipient, arising out of the Grant Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property (including any Assets) or any other loss (the "Required Insurances").



- 23.2 The Required Insurances referred to above include (but are not limited to):-
  - 23.2.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
  - 23.2.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- 23.3 The Grant Recipient shall (on request) supply to TVCA a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 24. **NOTICES**

- 24.1 Any notices required to be given by either Party to the other shall be in writing and shall be served personally or sent by registered post to the address stated in this Agreement for the relevant Party.
- 24.2 Any notice served will be deemed to have been served as follows:-
  - 24.2.1 notice served personally will be deemed to have been served on the day of delivery; and
  - 24.2.2 notice sent by post will be deemed to have been served forty-eight (48) hours after it was posted.

#### 25. **PREVENTION OF BRIBERY**

- 25.1 The Grant Recipient shall not, and shall procure that any employee, agent or representative of the Grant Recipient shall not, in connection with this Agreement or the Project, commit a Prohibited Act.
- 25.2 The Grant Recipient warrants, represents and undertakes that it is not aware of any financial or other advantage being given or promised to be given to any person working for or engaged by TVCA.

## 26. THIRD PARTY RIGHTS

26.1 This Agreement is enforceable only by the Parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Agreement pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

#### 27. NO WAIVER

27.1 Failure by any Party at any time to enforce any one or more of the provisions of this Agreement or to require performance by another Party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Agreement nor affect the validity of this Agreement or any part of it or the right of the Parties to enforce any provision in accordance with its terms.



#### 28. **SEVERANCE**

If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

#### 29. COSTS AND EXPENSES

- 29.1 The Parties have agreed to share the costs incurred by TVCA in ensuring compliance with its Assurance Framework in the proportions set out in the Funding Particulars. The Grant Recipient notes that its share of these costs are to be deducted from the Grant as specified in the Funding Profile.
- 29.2 Each Party shall pay their own legal and administrative costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

#### 30. NO AGENCY OR PARTNERSHIP

Nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, will be deemed to constitute a formal partnership, joint venture, principal and agent or employer and employee. No Party has, nor may it represent that it has, any authority to act or make any commitments on any other Party's behalf.

#### 31. LAW AND JURISDICTION

This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.



## **APPENDIX 1 to Part 3 – Definitions and Interpretation**

- 1. In this Agreement, unless the context otherwise requires:-
  - 1.1. references to any individual includes his or her personal representatives and successors by law and references to 'TVCA' include its permitted assigns;
  - 1.2. reference to any statute or statutory provision includes a reference to that statute or provision as from time to time amended, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it;
  - 1.3. words denoting the singular shall include the plural and vice versa, words denoting any gender include all genders, and words denoting persons shall include firms and corporations and vice versa; and
  - 1.4. references to clauses and clause headings are for convenience only; and
  - 1.5. the following expressions shall have the following meanings:-

"Agreed	n
Completion	b
Date"	

means the date specified in the Funding Particulars or such other date as may be agreed in writing by TVCA for the completion of the Project;

"Agreed Purpose" means the purpose for which the Grant may be used by the Grant Recipient as specified in the Funding Particulars;

"Agreed Outputs"

means the outputs or deliverables that the Grant Recipient has agreed to deliver as part of the Project as specified in the Funding Particulars;

"Agreement"

means the documents setting out TVCA's agreement to provide (and the Grant Recipient's agreement to accept) the Grant, consisting of the following documents which are to be read as one document:-

- a) Part 1 the Offer Letter;
- b) Part 2 the Funding Particulars;
- c) Part 3 the Standard Funding Terms; and
- d) Part 4 the Application Form;

and in the event of conflict between any of the Parts of the Agreement, the Parts shall have the order of precedence set out above;

"Application Form"

means the application form submitted by the Grant Recipient to TVCA attached at Part 4 of this Agreement which sets out the purposes for which the Grant was sought;



"Approved Use"	means approved use of the Asset as set out in the Funding Particulars;		
"Approved Use Period"	means the period set out in the Funding Particulars;		
"Asset"	means any asset being funded in whole or in part by the Grant as described in the Application Form which may be either a Fixed Asset or a Major Asset as appropriate in the relevant context and Assets shall be construed accordingly;		
"Asset Register Template"	means the asset register template notified by TVCA to the Grant Recipient;		
"Audit"	means and inspection and verification of the accounts conducted by an independent qualified accountant;		
"Certificate of Title"	means a certificate of title evidencing the Grant Recipient's title to the Site of the Works in the form required and notified by TVCA;		
"Change"	means in relation to the Project as defined in the Application any of the following changes:-		
	<ul> <li>a) a change in the Ownership, Control and Nature of Business of the Grant Recipient;</li> </ul>		
	b) a change in the nature or purpose of the Project;		
	c) any change to the Eligible Expenditure;		
	d) any change to the Expenditure Profile;		
	e) any change to any of the Key Milestone Dates;		
	f) any change to any of the Agreed Outputs; or		
	<li>g) any material change to the Project Specifications (that is, more than merely trivial and inconsequential in its consequences);</li>		
"Claim"	means the submission of a Claim Form by the Grant Recipient to TVCA at the intervals agreed in the Funding Profile;		
"Claim Form"	means the form provided to the Grant Recipient by TVCA to request draw down of the Grant;		
"Claim Requirements"	means the requirements which trigger each payment of the Grant as set out in clause 8 (Payment of Grant) and the Funding Particulars (where relevant) or as subsequently notified to the Grant Recipient;		



"Commercially Sensitive Information" any information identified by the Grant Recipient in the Funding Particulars as being of a commercially sensitive nature, which, if disclosed by TVCA would cause the Grant Recipient significant commercial disadvantage or material financial loss;

"Completion"

means completion of the Project Activities to the satisfaction of the TVCA;

"Conditions"

means the terms and conditions upon which the Grant is payable as contained in clause 8 of the main body of this Capital Funding Agreement;

"Consents"

includes any approval, consent, exemption, licence, permission or registration by or from any governmental or other authority or other person to enable the Project to be lawfully commenced, carried out and/or maintained:

"Control"

control as defined by section 416 of the Income and Corporation Taxes Act 1988;

"Corrections"

means an amount to be repaid or withheld from the Grant payable as determined following the finding of an Irregularity in accordance with clause 10;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018, (and regulations made thereunder), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Delivery Partner"

means a third party that (in collaboration with the Grant Recipient) shall deliver the Project, itself defray expenditure to be claimed and carry out the Project Activities and which third party is not intended by either Party to be providing services or works under a contract for services or works;

"Digital Outputs"

all material created in or copied into digital format by or for the Grant Recipient in connection with the Project, including all advice, reports, studies and other documentation prepared or commissioned by the Grant Recipient in connection with the Project;

"Disposal"

means the disposal, sale, transfer or the grant of any estate or interest in any Asset including a Lease Disposal, where relevant in the context, and includes the creation of any charge, legal mortgage, debenture, lien or other encumbrance and any contract for a disposal and 'Dispose' shall be construed accordingly;

"Eligible Expenditure" means the costs relating to the Project that the Grant can be used to fund as set out in the Funding Particulars;

"Event Default" of means any of the events described in clause 16.2;



"Expenditure Profile" means the information provided by the Grant Recipient detailing the spend forecast for the carrying out of the Project Activities and defrayal of expenditure from the Project Start Date to the Agreed Completion Date as set out in the Funding Particulars;

"Financial Year"

means 1 April to 31 March;

"Fixed Asset"

means any Asset which consists of land and/or buildings, plant, machinery or other thing that is, or is to be, fixed to any land and which is to be acquired, developed, enhanced, constructed and/or installed as part of the Project;

"Funding Particulars"

means the document detailing the specific core terms agreed between the Grant Recipient and TVCA in respect of the provision of the Grant at Part 2 of this Agreement;

"Funding Profile"

means how and when the Grant shall be defrayed to the Grant Recipient as

specified in the Funding Particulars;

"Governing Body"

means the governing body of the Grant Recipient including its Directors or

Trustees;

"Grant"

means the monies to be provided to the Grant Recipient by TVCA for the

Agreed Purposes;

"Grant Claim"

means a claim for Grant in accordance with clause 8;

"Grant Recipient" means the Party named in the Offer Letter;

"Irregularity"

means an infringement of a provision of applicable Law (including Subsidy Control Law and procurement requirements) resulting from an act or omission by a Grant Recipient or a Delivery Partner (and/or its agents and Subcontractors), which has, or would have, the effect of prejudicing the general budget of the TVCA by charging an unjustified item of expenditure to the general budget as determined following an Audit;

"Key Milestone" means any milestone(s) which the Grant Recipient is required to meet with regard to delivering the Project and/or the Agreed Outputs as specified in the Funding Particulars;

"Law"

means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Grant Recipient is bound to comply;

"Lease Disposal" means the grant of a Market Rent Lease;

"Logo" means the logo for TVCA, the Tees Valley Mayor and HM Government as

follows (and must be reproduced in colour):-





"Long Lease" means a lease for a term equal to or exceeding ninety nine (99) years granted

at a premium and reserving either a peppercorn or a nominal rent but which

is not a Market Rent Lease;

"Losses" all costs, actions, demands, expenses, losses, damages, claims, proceedings,

awards, fines, orders and other liabilities (including reasonable legal and

other professional fees and expense) whenever and however arising;

"Major Asset" means an Asset which is not a Fixed Asset but has a value as at the date of

this Funding Agreement (or date of acquisition if the acquisition is funded (in

whole or in part) by this Grant) of at least £5,000.00 (five thousand pounds);

"Market Rent Lease" means any lease which is granted at a full market rent namely not for a

nominal rent or at a significant undervalue;

"Match Funding" means the contribution to the Project to meet the balance of Eligible Expenditure not supported by Grant and the Match Funding details are

contained in the Funding Particulars;

"Monitoring

Period"

means the period specified in the Funding Particulars or such other period as

may be agreed in writing by TVCA;

"Offer Letter" means the letter to the Grant Recipient offering the Grant forming Part 1 of

this Agreement;

"Ownership,
Control and
Nature of

Nature of Business"

shall be construed in accordance with section 840 of the Income and Corporation Taxes Act 1988 and section 1162 of the Companies Act 2006 and for the avoidance of doubt shall include an evaluation of dominant influence and shadow directorships in the Grant Recipient from time to time;

"Party" means the Grant Recipient or the TVCA as appropriate and 'Parties' means

both the Grant Recipient and the TVCA;

"Payment Date"

means the date or dates given in the Funding Profile for the payment of the

Grant or any part of it;

"Payment Period" means the period from one Payment Date to the next consecutive Payment

Date;

"Permitted Security"

any charge, legal mortgage, debenture, lien or other encumbrance over any

Asset which has been approved by TVCA the details of which are set out fully

in the Funding Particulars;

"Planned Disposal"

means a Lease Disposal of any Fixed Asset (or any part of the Fixed Asset) or

the grant of a licence to occupy by the Grant Recipient which is intended as a planned step in the implementation of the Project, was referred to as such in



	the Application, and the details of which are set out fully in the Funding Particulars;		
"Preconditions"	means the Conditions Precedent in clause 3 and any other conditions which the Grant Recipient is required to meet prior to the Grant being paid by TVCA as set out in the Funding Particulars;		
"Preliminary Expenditure"	means Eligible Expenditure in relation to site investigation works, site surveys, environmental appraisals and/or feasibility studies carried out in relation to the Project;		
"Prohibited Act"	means any offence under the Bribery Act 2010 or any other legislation creating offences concerning fraudulent acts;		
"Project"	means the Project in relation to which the Grant has been provided as described in the Funding Particulars;		
"Project Activities"	means all activities to be carried out in implementing the Project and includes any Works to be carried out in relation to any Fixed Assets;		
"Project Specifications"	means the drawings and specifications describing the Works which have been approved by TVCA in writing, or such revised drawings and specifications as TVCA may from time to time approve in accordance with the provisions of this Funding Agreement;		
"Project Start Date"	means the date specified in the Funding Particulars, or such other date as may be agreed in writing by TVCA;		
"Site"	means the land registered in favour of the Grant Recipient under the title numbers referred to in the Certificate of Title including any part thereof and also includes any estate or interest therein;		
"Standard Funding Terms"	means TVCA's Standard Terms and Conditions of Funding attached at this Part 3 of this Agreement;		
"Subsidy Control Law"	means the rules embodied in Part 2, Title XI of the EU-UK Trade and Cooperation Agreement dated 24 <sup>th</sup> December 2020 and the Subsidy Control Act 2022;		
"Sustainable Development"	means social progress which recognises the needs of everyone, effective protection of the environment, prudent use of natural resources and economic development that is inclusive, efficient and stable;		
"Term"	means the period from the Project Start Date to the Agreed Completion Date;		
"TVCA"	means Tees Valley Combined Authority of Teesside Airport Business Suite, Teesside International Airport, Darlington DL2 1NJ;		



"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section

205(4) of the Data Protection Act 2018;

"Value Added

Tax (VAT)"

value added tax chargeable under the Value Added Tax Act 1994 and any

similar replacement or additional tax; and

"Works" means any works of construction and/or demolition and/or remediation

and/or any other works in relation to a Fixed Asset which are described in the

**Project Specifications.** 





# **RESTRICTED: BUSINESS CASE**

FOR TVCA USE ONLY – INITIAL GATEWAY	CHECK
TVCA Reference Number	PROJ-2371
Programme / Project Name	Linthorpe Road Highway
	Reinstatement
TVCA Group Company / Directorate	Infrastructure
TVCA Cabinet Allocation Amount	£2,387,585, including a proposed
	£2,169,699 GFA to MBC.
Cabinet Decision reference & date	TVCA 42/21 28 January 2022
	DfT CRSTS Programme Delivery Plan
	29 July 2022
Change required from SOBC to FBC?	This is an FBC, subject to final
	tendered costs by a procurement to
	be ran by Middlesbrough Council
	(MC)
Strategic Theme this project contributes to	Transport & Infrastructure
Investment Plan Theme this project delivers	Transport/Place/Business Growth
Equality Impact Assessment Signed?	Yes
Mayoral / Corporate Policy fit	Links to Middlesbrough Town Centre
	Development Corporation
Subsidy Control Regime Reviewed?	Yes
Outline Stakeholder Management Plan?	Yes
Contractual structure eg JV, partnership	N/A
Date of receipt of completed application	16/12/24
Priority Project?	Yes
Form signed	Yes

# TVCA DISCLAIMER

Submitted Business Cases are subject to TVCA's appraisal process including appropriate due diligence. Following this process, a decision to fund or not will be made under the Local Assurance Framework.

There should be no expectation of funding assistance unless and until both parties sign a Funding Agreement. All the project sponsor's costs and charges incurred in making this Business Case shall be for the project sponsor's account and cannot be claimed as part of the Programme / Project



FOR DEVELOPMENT USE ONLY: VERSION CONTROL				
Date	Version No	Section Ref	Summary of Significant Change	Initials
16.12.24	1.0		Draft Business Case	CM
20.12.24	2.0	2	Revisions to Economic Case	CM





PROJECT SPONSOR DETAILS	
Lead Organisation:	Tees Valley Combined Authority
Registered Address:	
Type of Organisation:	Combined Authority
Type of Organisation:	, ,
Date of Formation:	April 2016
Company Registration Number:	N/A
VAT Registration Number:	GB 232 6802 24
Are you part of a group of companies?	Yes
If so, who is the parent company?	TVCA
Lead Sponsor: name	Tom Bryant
Lead Sponsor: telephone number	07720601286
Lead Sponsor: email address	tom.bryant@teesvalley-ca.gov.uk
Lead Sponsor: position in organisation	Director - Infrastructure
Contact address if different from above:	
Project Manager: name	Craig MacLennan
Project Manager: telephone number	07386656020
Project Manager: email address	craig.maclennan@teesvalley-ca.gov.uk
Project Manager: position in	Senior Major Projects Manager
organisation:	
Contact address if different from above:	



EXECUTIVE SUMMARY	
TVCA Ref:	PROJ-2371
Programme / Project Name:	Linthorpe Road Highway Reinstatement
Location: (delete as appropriate)	Linthorpe Road, Middlesbrough.
	(Ayresome Street to Borough Road)



Total Programme / Project Cost:	£2,387,585 – CRSTS1, including a
	£2,169,699 GFA to MBC.
TVCA funding requested: £	£2,387,585 – CRSTS1, including a
	£2,169,699 GFA to MBC.
Total of other funding sources: match £	0
Total of other funding sources: leverage	0
£	

The previous installation of the cycle lane infrastructure has generated a number of negative comments since its installation, particularly the loss of parking and loading provision, now not being adjacent to some businesses.

Considering the issues reported, it is proposed to remove the cycle lane infrastructure and reinstate the previous highway layout, including the installation of the previous parking supply. This includes the reinstatement of 47 bays to their original locations. This will support local business and the economy, and also mitigate other comments regarding impacting traffic flow (including for buses), which has been perceived as a negative consequence of the cycle lanes being introduced.

The value of the project and associated ask is £2,387,585, and it is proposed this is 100% funded from City Regional Sustainable Transport Settlement 1 (CRSTS1), with an allocation within the wider CRSTS programme to be utilised to support the Middlesbrough Development Corporation. This includes a Quantified Risk Assessment allocation, monetising foreseen risks. A cost validation exercise has been undertaken on estimates from both MC and the WSP detailed designer, based on a detailed Bill of Quants measured from the detailed design drawings.

A programme has been developed in dialogue with MC, seeking Traffic Regulation Orders to be advertised following their Executive Committee on February 5<sup>th</sup>, which would see a contractor appointed to allow commencement on site in May 2025, and completion before the end of 2025. The NEPO framework has been identified as the sourcing option to market.

The BCR is 1.56 and has a Medium Value for Money rating and has also been tested using sensitivity tests based on parking usage, parking income and associated visitor expenditure.



# **CASE 1: STRATEGIC CASE**

## **Key Messages:**

Reinstatement of previous highway layout, including 47 parking bays back to their original locations, to support the local economy and businesses along Linthorpe Road, between Borough Road and Ayresome Street.

The project aligns with Local and National Economic and Regeneration policies and strategies, providing infrastructure to support the local economy. Overwhelming support has been received for the reinstatement of pay and display parking, enabled by the removal of cycle lanes, during a consultation in Summer 24.

The proposed scheme has been developed, considering a number of key success factors, including being delivered to programme and budget, and reinstatement of 47 pay and display bays generating additional parking revenue and associated visitor expenditure.

1.1 Strategic fit with Sponsor Organisation's Strategic or Local Plans	
Name of Plan / Strategy / Programme	Summarise the relevant sections, and describe how this Programme / Project fits
TVCA Strategic Economic Plan (SEP)	The SEP is focused around six thematic building blocks which reflect the main priorities and areas of activities over the next ten years to unlock transformational growth: The project contributes to TVCA's policy objectives by aligning with Place Theme of the TVCA SEP. The Place Theme includes the wording "create places that attract and retain businesses and business leaders, and make the area an attractive place to live, work and visit".
Middlesbrough Development Corporation (MDC)	The MDC was created to fund, manage, and accelerate regeneration in Middlesbrough town centre. The removal of the cycle lane and reinstatement of parking will support footfall and contribute to safeguarding existing and supporting new employment along Linthorpe Road, linking into the MDC area including Gresham.  An allocation within CRSTS1 to support the MDC.
Tees Valley Investment Plan	This ten-year Investment Plan (2019-2029) is central to TVCA's plan to drive Teesside, Darlington and Hartlepool forward. The Devolution Deal with Government has secured hundreds of millions of pounds to stimulate economic growth and support the creation of thousands of jobs for local people. The Linthorpe Road Highway Reinstatement proposal links to three of the six growth generating themes:  Transport Business Growth Place
1.2 Strategic fit with Nati	onal and Regional Policy / Strategy Documentation



Name of Strategy	Summarise relevant strategy and explain how the Programme / Project aligns
National Planning Policy	- Building a strong and competitive economy
Framework	<ul> <li>Ensuring the vitality of town centres</li> </ul>
Government Cluster of	Whilst the scheme doesn't have any of these funds, it
Town Centre	aligns to their overarching objective of supporting town
Regeneration Funds	centres and economic growth.
(Towns Deal, Future	
High Street Funding	
and UK Shared	
Prosperity Funding)	
Build Back Better: Our	Infrastructure: Investment in roads to stimulate short-term
Plan for Growth, HM	economic activity and drive long-term productivity
Treasury (2021)	improvements.

## 1.3 Geographical Location and Summary of overall Strategic fit

The proposed project will be delivered on Linthorpe Road (B1272), between Borough Road and Ayresome Street. The length of the scheme is circa 1km. This section of Linthorpe Road is the most northern section, and links to the town centre and Middlesbrough Development Corporation. It serves both as a tertiary shopping area and an area with nightlife, with restaurants and pubs/bars along it. Despite the corridor acting as a high frequency bus corridor, there is a dependency for car parking.

The demand for parking is throughout the day, reflecting the dual nature as both a shopping and also nightlife area. Currently there is only 54 pay and display bays along the length, which is a reduction of 47%, following the installation of the cycle scheme. Feedback from businesses is that loading is difficult, with formal provision not adjacent to some businesses. Observations have shown that 'informal' loading and parking occurs in areas where it is prohibited, causing further traffic flow issues including on public transport operations.

It should be noted that the current provision of parking provision is not continuous along the whole length, and is grouped, which is thought to be linked to the parking occupancy levels decreasing from 33% in the previous layout to 18% currently. i.e. parking supply is not located as desired. This disadvantages businesses, who do not have parking and loading provision directly adjacent.

The road also serves residential streets to both the west and east of it, with a large population. Teesside University is also to the east. A significant proportion of the side roads have been closed to traffic, with footway crossovers installed as part of the original scheme. This has inconvenienced residents living in these areas, with longer journey distances.

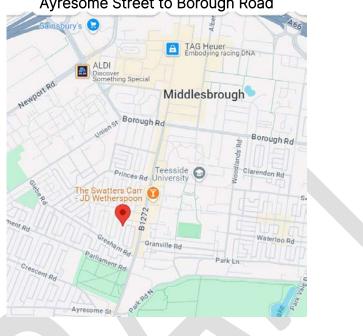
It is proposed to reintroduce the original levels of Pay and Display parking, to support local businesses and local economy. To reintroduce the 47 Pay and Display Bays in their original location, this needs to be achieved, by removing the cycle lane infrastructure throughout. A highway cross section is not available to accommodate both the cycle lanes and the full parking reinstatement.



The reinstatement will also lead to a more linear layout, aiding the movement of buses and other highway users.

Side roads will be reopened, apart from King Edward Square and Victoria Street, to provide more convenient access for residents.

Geographical Context Plan of Linthorpe Road (B1272). Scheme proposal from Ayresome Street to Borough Road







#### 1.4 Evidence of Need, Supply and Demand

Since the installation of the existing cycle lane in Autumn 2022 and the initial amendments to the scheme to address some of the problems with tripping on 'light segregation' features, feedback has continued from both businesses and residents related to problems and issues with the existing cycle lane infrastructure and the layout. Feedback has included:

The remaining orcas present a trip hazard to pedestrians; Loading has become more difficult for businesses;

There has been a loss of parking on Linthorpe Road, which has been deemed by the businesses to have negatively impacted their commercial operations; and

Bus islands have created conflict between cyclists and bus users.

TVCA undertook a month-long consultation into the removal of the cycle lanes in August and September 2024. A total of 390 responses were received, approximately 60% from residents of Middlesbrough and 30% from Tees Valley residents living outside of Middlesbrough. Approximately 7% of responses were received from business owners or representatives, with the remainder from other local groups, schools or residents from outside the Tees Valley. The results of this consultation have shown the high levels of support for removing the cycle lane and reinstating the previous layout. The survey responses show 70.7% support for the removal of the cycle lanes on Linthorpe Road. 73% of respondents said parking and/or loading space should be reinstated.

Recurring themes that were mentioned in the responses include:

Business owners state that the loss of car parking as a consequence of the cycle lanes, negatively affects trade, loading and deliveries; Comments that the cycle lanes have worsened traffic congestion. The reduction in road width and changes to bus stop designs have led to longer delays and difficulties for drivers, particularly during peak hours; Comments that the cycle lane's layout, and how people are informally parking/loading is said to obstruct emergency vehicles, making it harder for them to access Linthorpe Road; and

Comments the cycle lanes are not well-used compared to the disruption they cause.

TVCA has also consulted with the local bus operators Stagecoach and Arriva over the proposal. Stagecoach strongly advocates for the removal of the cycle lane, citing delays to their services entering Middlesbrough due to the current road layout. Both operators support reinstating key bus stops, including at The Crown/King Edward Square, Granville Road, and outside One Life Medical Centre. The operators also urged a return to wider running lanes for general traffic to address safety concerns.

#### Cycle Flows

A comparison of average daily cycle count data for May 2022 (pre installation of the cycle lane) and May 2024 (post installation of the cycle lane) is set out below:



# Comparison of Daily Cycle Flows, Before and After Installation

	Cyclists
May 2022	293
May 2024	394
Difference	101

Whilst cyclist numbers have increased with the installation of the cycle lane, this has been countered with negative perceptions of the original scheme.

# Car Parking Numbers

On-street parking offers convenience, especially in areas where off-street parking options are limited. It allows drivers to park closer to their destinations, reducing the need for long walks. The location of the car parking facilities has an impact on where people choose to shop as consumers are more likely to visit stores in the close vicinity of where they parked. As a result, the reduction in car park users gives weight to the business concerns about a loss in trade. It should be noted that observations (14/12/2024) showed that the majority of vacant units along Linthorpe Road, no longer had pay and display parking or loading provision adjacent, as a consequence of the cycle lane infrastructure being introduced. Circa a dozen units were vacant along the impacted section of Linthorpe Road.

In 2018 there were 10 accidents recorded on Linthorpe Road – of these, none involved cyclists. Accidents involving pedestrians resulted in slight injuries to five pedestrians. Three of these (60%) involved pedestrians attempting to cross the carriageway from the driver's nearside and two from the drivers offside.

In the first full calendar year after installation of the cycle lane (2023), 8 accidents were recorded on Linthorpe Road – of these, one of which involved a cyclist. Accidents involving pedestrians resulted in slight injuries to four pedestrians and serious injuries to one pedestrian. Three of these (75%) involved pedestrians attempting to cross the carriageway from the driver's nearside and thus would have also been crossing the cycle lane.

Following opening there were previous news reports citing incidents, including a 78 year-old woman who suffered a broken wrist, a black eye, and concussion after tripping over one of the orcas and also a 27 year-old woman who fractured her elbow whilst crossing the cycle lane.

It should be noted the number of road accidents and casualties recorded fluctuates from year to year, and the extent to which these fluctuations represent an indication of a real underlying trend as opposed to random year to-year variation should be treated with some caution. This also considers the safety improvements implemented post opening.

Although there is no official data documenting the trip hazard issues, the consultation responses continue to raise safety concerns.

## 1.5 Need for Public Intervention



Reflecting the value of the scheme (>£2.3m), it's not viable or practical for businesses along Linthorpe Road to part or fully fund the measures. This particularly considers the businesses are small in nature, with typically less than 20 employees.

There is no S106 funding currently available, or likely to come forward, which could be utilised for the proposals.

The original scheme, which removed the parking, was funded using DfT funding. It would therefore not be felt appropriate for private sector funding, to reinstate the previous highway layout, even if such funding was available.

1.6 Constraints	
Constraint	Description
Permanent Traffic Regulation Orders	Traffic Regulation Orders are a legal requirement under The Road Traffic Regulation Act 1984, which are necessary when traffic restrictions are changed, as part of a proposed scheme. This is the case with this project. The TROs have to be advertised for a statutory period by MBC as the Highway Authority. This will occur following an MBC Exec Committee, intended for 5th February, subject to assurance of this Business Case. Construction can't commence until the TROs are advertised and made.  Consultation has occurred during Summer 24 to formally gauge the opinion regarding the removal of the cycle lane infrastructure, which received overwhelming support.
Highway Technical Approvals	TVCA commissioned the design for the reinstatement.  However MBC as the Highway Authority have had to formally approval the design, which occurred at their Executive Committee on 4 <sup>th</sup> December 24.
Road Safety Audit	An RSA 1-2 has been undertaken in line with GG119 related to the proposed design.  A RSA3 will be undertaken at the end of construction completion, ahead of opening.  MBC as the Overseeing Organisation have the final say on recommendations from the Audits.



Critical Success Factor	Description and SMART Measures of Success
To Programme	The scheme to be constructed and open by the end of 2025
To Budget	The scheme to be delivered within the budget ask of £2,387,585
Parking reinstatement	Reinstatement of 47 Pay and Display parking spaces
Pay and Display user numbers	Increase in user numbers to previous levels – 45,805 increase, generating extra visitor expenditure.
Reduction in the number of vacant units	Reduced number of vacant units – currently circa 12.





# **CASE 2: ECONOMIC CASE**

# **Key Messages:**

Shortlisted option taken forward into the Business Case is for the full reinstatement of the previous highway layout.

Present Value of Benefits of £1,793,024, over a 20-year appraisal period. BCR of 1.56, offering Medium Value for Money. Net Present Value of £675,084.

Benefit generation linked to increased parking levels, through the reinstatement of pay and display parking bays, with an increased income level of £84,913.94 p.a. And related visitor expenditure of £229,025 p.a. These figures before discounting.

# 2.1 Options Development: Long list to short list

#### Do Nothing

In this option the current layout, with the cycle lanes demarcated by orcas and wands, will remain in place with no changes. 54 parking bays will remain.

Do Minimum Option: Remove Orcas but Retain Cycle Lane Layout – up to circa £100k This option sees the orcas that provide partial separation of the cycle lane from vehicles removed, to address the specific issues raised around potential trip hazards. The existing cycle lane layout would be retained, but with the removal of those vertical features. No other significant changes would be implemented. 54 parking bays would remain, with the other 47 bays not reinstated.

# Do Something Option 1: Full Removal - £2.38m - retaining closures of Victoria Road and King Edward Square, and retaining 20 mph speed limit

In this option, the existing cycle lane infrastructure between Borough Road and Ayresome Street will be removed, and the road will be put back to its original layout. Although the Victoria Road and King Edwards Square closures will remain in place, as will the retention of the current 20mph speed limit. As part of the removal of the cycle lane, 47 short-stay parking spaces will be reinstated, taking the total number to 101. All bus stops will also be put back to their original design and layout. All other side road closures will be removed allowing direct access to/from Linthorpe Road from adjacent residential areas.

## Do Something Option 2: Full Removal – circa £2.5m

This option reflects the above, but also reopens the King Edward Square and Victoria Road closures, as well as reinstating the previous 30mph speed limit.

#### Long List to Short List

The **Do Nothing Option** is **discounted** from the Long List as doesn't resolve any of the issues raised during consultation.

The **Do Minimum Option** would address any pedestrian trip hazard issues with the existing orcas, referenced in the consultation. However the issues raised in the consultation by local businesses about the reduction in trade and difficulties with servicing would also remain. As a result, this option is **discounted** from the Long List.



#### Short List Prioritisation

The **Do Something 1** and **2 Options** are comparable in the economic outputs they provide, in terms of pay and display bays reinstated, and related visitor expenditure.

**Do Something 2** is not consistent with an approved planning application from Wetherspoons for an outside table area at the junction with Victoria Street. **Do Something 2** is also not consistent with a potential future pedestrian crossing linking over Linthorpe Road from the Gresham development. It should be noted however this is subject to separate processes, including related planning applications.

**Do Something 1** also provides retains a lower speed limit, which will assist with cyclists riding within traffic lanes with general traffic, with the proposed existing light segregation removed.

Therefore **Do Something Option 1** has been taken forward as the shortlisted option to test via an economic appraisal.

# 2.2 Shortlisted Option: Monetary Costs and Benefits

Removing the existing cycle lanes and restoring on-street car parking will generate additional parking revenue, over and above what would be received if the cycle lane infrastructure was to remain in place.

To calculate the value of this additional revenue, the following assumptions have been made:

Calculations are based on on-street car parking income figures obtained from Middlesbrough Council for 2019/20 and 2023/24;

It is assumed that with the cycle lane still in place, the parking revenue would remain at 2023/24 levels;

With the cycle lane removed, parking demand would return to 2019/20 levels, but with an uplift to reflect increases in parking charges. This considers parking is to be reinstated in its original locations;

The value of this additional car parking revenue has been estimated in 2026/27 prices for a 20-year appraisal period, commencing from 2026;

Average parking cost would increase in line with historic levels at a rate of 1.028 per annum, informing an average cost of £1.85 in 26/27. To provide a conservative and robust assessment, the parking cost is held flat from 26/27; This gives a value of the additional car parking revenue over a 20 year appraisal period of £484,974, discounted to 2010. Before discounting this equates to £84,914 extra parking revenue per annum;

Visitor expenditure has been applied at a conservative £5 per car over an appraisal period of 20 years. This provides an expenditure figure of £1,308,409, discounted to 2010. Before discounting this equates to £229,025 extra visitor expenditure per annum on Linthorpe Road, supporting local businesses and the economy.

With sunken development/design costs, inflation and the QRA value removed, but with Optimism Bias of 20% applied, the **Present Value of Costs in 2010**Market Prices is £1,146,405 over the appraisal period;

The Net Present Value is £646,614;



The Benefit Cost Ratio is **1.56**, reflecting **Medium Value for Money**; Maintenance Costs haven't been applied, as qualitatively it is felt there will be a maintenance saving, compared to the current layout. This considers there will be less infrastructure within the carriageway.

# Parking Demand and Revenues – Before and After Introduction of the Cycle Lane Infrastructure

	2019/20	2023/24
	Linthorpe Road (previous layout – without cycle lane infrastructure)	Linthorpe Road (with cycle lane infrastructure)
No. spaces	101	54
19/20 income (£)	£108,315.00	£43,260.00
No. customers	71,453	25,648
Average cost (£)	£1.52	£1.70
Average stay (hours)	1.2	1.2
Max Annual income (100% efficiency of spaces used based on average use/income) (£)	£327,724.80	£242,611.20
% of actual vs maximum income	33%	18%

# Do Nothing versus Do Something Scenarios, with Car Parking Prices Uplifted

De Houming voices	2026/27	2026/27				
	Linthorpe Road Do Nothing – cycle lane infrastructure in place	Linthorpe Road Do Something - cycle lane infrastructure removed				
No. spaces	54	101				
19/20 income (£)	£47,192.32	£132,106.26				
No. customers	25,648	71,453				
Average cost (£)	£1.85	£1.85				
Average stay (hours)	1.2	1.2				
Max Annual income (100% efficiency of spaces used based on average use/income) (£)	£262,590.95	£399,709.15				
% of actual vs maximum income	18%	33%				
	Increased parking revenue of	£84,913.94 per annum x 20				
	years					
	Benefits before discounting = £1,698,279					
	Present Value of Benefits, after discounting to 2010 £484,974					



Present Value of Costs (discounted to 2010 market prices)	21,140,040
	£1,146,045
Present Value of Costs	£2,270,027
Total	£614,811
Inflation	£283,768
Optimism Bias	£331,043
Total excl. Risk and Inflation	£1,655,216
Benefits Realisation Report	£30,000
Fees (construction PM, CDM, PM)	£122,127
Overheads and Profits	£136,644
Main Contractors preliminaries and traffic management	£325,000
Indirect Construction Costs	
Allowance for traffic signals	£150,000
Base Construction Cost (Q2 2021 Prices)	£891,445
Direct Construction Costs	

An additional 45,805 vehicles are projected per annum. Based on a conservative expenditure per car of £5, this equates to £229,025 additional expenditure per annum, before discounting. With discounting to 2010 prices, this equates to £1,308,049, over a 20 year appraisal period.

Present Value of Benefits (parking revenue) = £484,974

Present Value of Benefits (visitor expenditure) = £1,308,045

Above Divided by Present Value of Costs = £1,146,045

BCR = 1.56

The Centre of Cities Visitor economy data tool (November 2024) finds that the average spend per trip of a day visitor to Middlesbrough was £43. For the purpose of this business case, the average local spend of those visitors parking on Linthorpe Road has been conservatively estimated at £5 for an average stay of 1.2 hours.



# 2.3 Shortlisted Option: Sensitivity Analysis

Parking demand (no. of customers) would need to decrease by 2,953 customers per annum, from the projected level, for the Value for Money rating to go from a Medium to Low rating (<1.5). This would represent a 4.2% reduction in the number of users, compared to the projected level.

Sensitivity Analysis - Parking Demand - Medium to Low Value for Money

Sensitivity Analysis	Parking Demand - Medium to	Low value for Money			
	2026/27	2026/27			
	Linthorpe Rd (On carriageway) - Do Nothing	Linthorpe Rd (On carriageway) (2026 Do Something)			
No. spaces	54	101			
19/20 income (£)	£47,192.32	£126,646.59			
No. customers	25648	68,500			
Average cost (£)	£1.85	£1.85			
Average stay (hours)	1.2	1.2			
Max Annual income (100% efficiency of spaces used based on average use/income) (£)	£262,590.95	£383,190.03			
% of actual vs maximum income	18%	33%			
	Increased parking revenue of £79,454.27 per annum x 20 year Increased visitor expenditure of £214,260 p.a.  Total Present Value of Benefits discounted to 2010 over a 2 year appraisal period (£1,677,509) /  Present Value of Costs (£1,146,405) =  BCR = 1.46				

Alternatively if the parking demand did not change from projected levels, the Present Value of Costs (discounted to 2010) would need to increase from £1,146,405 to £1,195,347 for the Value for Money rating to go from Medium to Low (<1.5). This would represent a 4.1% increase in costs.

Parking demand (no. of customers) would need to decrease by circa 16,453 customers per annum, from the projected level, for the Value for Money rating to go from Medium to Poor (<1.5). This would represent a 23.11% reduction in the number of users, compared to the projected level.

Sensitivity Analysis – Parking Demand – Medium to Poor Value for Money

2026/27	2026/27
2020/2/	2020121



	Linthorpe Rd (On carriageway) - Do Nothing	Linthorpe Rd (On carriageway) (2026 Do Something)		
No. spaces	54	101		
19/20 income (£)	£47,192.32	£101,687.04		
No. customers	25648	55,000		
Average cost (£)	£1.85	£1.85		
Average stay (hours)	1.2	1.2		
Max Annual income (100% efficiency of spaces used based on average use/income) (£)	£262,590.95	£307,670.82		
% of actual vs maximum income	18% 25%			
	Increased parking revenue of £54,494.72 per annum x 20 years Increased visitor expenditure of £146,760  Total Present Value of Benefits discounted to 2010 over a 20  year appraisal period (£1,146,405) /  Present Value of Costs (£1,146,405) =  BCR = 1			

There are also other monetised benefits, which could have been attainable linked to the scheme. However for robustness for the BCR these haven't been quantified. These include:

- Some benefit to bus journey times/delays; and
- Reduced maintenance liabilities for the infrastructure removed.

The increased parking numbers and visitor expenditure are also likely to support new jobs and safeguard existing jobs along Linthorpe Road, as well as leading to a decrease in vacant units.

It should also be noted that the discounting year is to change from the DfT in May 2025, from 2010 to 2023, which would further boost the economics.

It can therefore be seen with confidence that the BCR has a Medium Value for Money rating.

## 2.4 Shortlisted Option: Non-Monetary Costs and Benefits

This section considers TAG Appraisal Summary Table qualitative impacts.

#### 2.4.1 *Economy*

## Business Users and Transport Providers

The realignment of the highway, and removal of the cycle lanes, will enable the easier movement of buses along Linthorpe Road. Slight Beneficial

## Reliability Impacts on Business Users and Transport Providers

As above, an assessment of Slight Beneficial has been concluded for the scheme.



#### Regeneration

A moderate beneficial impact for regeneration is expected, with increased parking and associated expenditure, safeguarding and creating employment. **Moderate**Beneficial

## Wider Impacts

The removal of the cycle lane infrastructure will remove an active mode route on one the main radial routes into the town centre. However this will be offset by other active mode links, to be delivered by LUF2 and CRSTS1, including on Newport Road, Longlands Road and Marton Road. Negligible

## 2.4.2 Society

#### Commuting and Other Users

The impact on commuters and other users is expected to be a Negligible impact. Whilst the cycle lanes will be removed, as well as pedestrian priority measures over side streets (side streets proposed to be reopened), the removal of the cycle lanes will allow easier movement for buses along Linthorpe Road.

#### Physical Activity

Physical activity benefits primarily refer to the uptake of cycling and walking. With the scheme involving the removal of cycle lane infrastructure, there will be a **Moderate Adverse** impact, offset to some extent by the proposed introduction of active mode schemes linking to the town centre via LUF 2 and CRSTS1 funding.

#### Journey Quality

Journey quality is defined as a "measure of the real and perceived physical and social environment experienced while travelling" according to TAG Unit A4.1 (Social Impact Appraisal). There are three distinct aspects of journey quality:

- Traveller Care: Dedicated provision for cyclists will be removed, potentially detracting from traveller care.
- Travellers' Views: Consultation has shown the majority of people want the cycle lanes removed.
- Traveller Stress: Easier movement for buses and other vehicles along Linthorpe Road, with the cycle lanes removed.

Overall Negligible impact.

## Accidents

The number of road accidents and casualties recorded fluctuates from year to year and the extent to which these fluctuations represent an indication of a real underlying trend as opposed to random year to-year variation needs to be treated with caution.

However, issues of concern regarding the safety were raised in the Summer 2024 consultation.. Negligible

## Personal Safety



Dedicated segregated cycle provision is proposed to be removed, which would potentially perceived as a disadvantage by some less confident cyclists.

Natural surveillance related to the perception of crime would be unchanged.

Perceived tripping hazards related to orcas would be removed.

Overall Negligible impact.

#### Affordability

The scheme will have No Impact on affordability.

## Severance

The proposal will largely remove side road priority crossing measures for pedestrians, but will reopen the majority of sides roads, providing direct access from adjacent residential areas onto Linthorpe Road. Overall Negligible impact.

#### Access to Services

Removal of active mode measures will reduce the attractiveness of one modal choice to access services. Slight Adverse impact.

## **Option Values**

TAG states the monetisation of option values should be limited to the opening / closure of rail stations or the introduction / loss of good quality local bus services. Therefore, No Impact is expected.

#### 2.4.3 Environment

#### Noise

The removal of the cycle lanes, may lead to a lessened number of cyclists and potentially an increase of private car journeys, albeit some of the mode shift may go to buses. The removal of the cycle lanes will ease movements of buses along Linthorpe Road. Slight Adverse impact on noise in the area.

## Local Air Quality

A decrease in mode share for cyclists may have a Slight Adverse impact on local air quality as the number of car journeys may increase slightly. Albeit some of the mode shift may go to buses. The removal of the cycle lanes will ease movements of buses along Linthorpe Road.

## Greenhouse Gases

The scheme may increase the mode share for private car travel and reduce it for cyclists, leading to some greenhouse gases increases. Slight Adverse. Albeit some of the mode shift may go to buses. The removal of the cycle lanes will ease movements of buses along Linthorpe Road. There would be some carbon impacts during construction, albeit efforts would be made to minimise this.

## Landscape and Townscape

No impact is anticipated.



#### Cultural Heritage

No impact is anticipated.

#### **Biodiversity**

No impact is expected.

## Water Environment

No impact is anticipated.

#### 2.4.4 Other Benefits

There are also other monetised benefits (Level 1 and 2) which could have been attainable linked to the scheme. However for robustness for the BCR these haven't been quantified. These include:

- Some benefit to bus journey times/delays; and
- Reduced maintenance liabilities for the infrastructure removed.

The increased parking numbers and visitor expenditure are also likely to support new jobs and safeguard existing jobs along Linthorpe Road, as well as leading to a decrease in vacant units.

# 2.5 Shortlisted Option: Delivery Risks

The strategic risk and potential showstopper to the scheme, outside of the Business Case not being approved and funding being released, are the TROs not being approved. Relevant objections would need to be received during the advertisement period, which would need to be upheld by the Highway Authority, meaning the construction couldn't occur. It however should be noted that the proposal received widespread support during consultation earlier in 2024.

Whilst the scheme is in a sensitive location on a radial route at the edge of the town centre, including as a bus route and a tertiary shopping/nightlife area, the construction risks are considered standard for a scheme of this nature. MBC have a thorough knowledge of the locality and risks following the installation of the original scheme, including the location and depths of utilities. Elements of the original Construction Phase Plan are thought likely to be able to be used, to inform the sequencing of the works.

A robust cost estimate has been put together, including with an appropriate QRA value, including an allowance for any uplift in inflation associated with factors outside of the control of TVCA or MBC.

The NEPO framework will be utilised to appoint a contractor, with market testing to be considered, following the appraisal of the business case.

## 2.6 Value for Money Statement



The VfM assessment of Linthorpe Road Highway Improvements has highlighted the scheme is expected to be of **Medium VfM**. The overall core **BCR is 1.56** and, which does not include other potential monetised benefits, which potentially could have improved the BCR.

Sensitivity testing has been undertaken which has shown there would need to be a reduction in projected parking demand or an increase in costs, providing confidence to the Medium VfM rating. Parking demand (no. of customers) would need to decrease by circa 2,953 customers per annum, from the projected level, for the Value for Money rating to go from a Medium to Low rating (<1.5). This would represent a 4.2% reduction in the number of users, compared to the projected level.

The strategic motivation for the scheme further strengthens the VfM. The promotion of the town centre, as a retail and employment destination, via increased parking in suitable locations is evident in the policy and strategy review presented in the Strategic Case.

To offset the loss of the cycle lane infrastructure, TVCA and MBC are looking to deliver active mode schemes along suitable corridors into the Town Centre, including Marton Road, Longlands Road and Newport Road. These designs avoid impacting upon parking provision and any negative associated impacts upon businesses and residents. These schemes are proposed to be delivered in the LUF and CRSTS 1 period, ahead of March 27, with opening shortly after the proposed reinstatement of the original Linthorpe Road Highway. However, it should be noted these schemes are subject to their own processes, including TROs and Business Case assurance.



# CASE 3: COMMERCIAL CASE

# **Key Messages:**

The construction contract to be tendered via the NEPO Framework by MBC. NEC Option A Contract between MBC and appointed contractor, but TVCA to approve compensation events raised.

No subsidy control issues, but TROs needed to be advertised (by MBC) and made, before construction can commence.

## 3.1 Subsidy Control

It is considered that the funding does not conflict with subsidy control issues as the funding is for infrastructure (within the adopted highway), which will not be commercially exploited and will be open for general public use by all. The parking bays will be available to be used by all, and not just by selective businesses or individuals, and will not involve a selective advantage which would distort or threaten to distort competition. The wider amendments to the highway will also be available to be used by all highway users. Construction will be tendered competitively via the NEPO framework, so will not give assistance to one or more undertakings over others. TVCA and MBC are carrying out a non-economic activity as public authorities in promoting and introducing infrastructure on the adopted highway.

MBC will receive a projected increased level of parking revenue, related to the reinstatement of parking, previously removed as part of the installation of the cycle scheme. 100% of this increased parking income will be utilised for revenue within their Parking Service, including enforcement and maintenance of Pay and Display Bays, upon an adopted highway in their role of Highway Authority. A private sector parking operator will not operate or benefit from the additional parking bays and related forecast income.

## 3.2 Delivery Mechanism

TVCA have utilised WSP for the detailed design of the reinstatement scheme, with them being their CRSTS1 framework partner consultancy. WSP also produced the design for the original cycle lane installation, and have a thorough knowledge of the local highway, including holding various relevant surveys such as drainage and topographical.

Middlesbrough Traffic Signals will be utilised for the traffic signals detailed design and commissioning, as the framework Traffic Signals design team, utilised by Local Authorities across the Tees Valley.

TVCA will fully fund the proposal, without a need for match funding, from CRSTS1 funds. This is subject to assurance of this business case and advertisement of the Traffic Regulation Orders (TROs).

An RSA 1-2 was commissioned by TVCA, utilising Nicholson Sloan Consultancy, with MBC responsible for Overseeing Organisation responsibilities, as the Highway Authority.



MBC are also responsible for the approval of the detail design, which occurred at their Executive Committee on 4<sup>th</sup> December 2024.

MBC are responsible for advertising TROs, and making subsequent decisions on feedback/objections received.

Ahead of this TVCA and MBC have collaboratively ran a consultation over summer 2024, to inform the detailed design and subsequent TROs.

Without a Section 8 (Highways Act 1980) in place to allow the option of TVCA of procuring the works onto site, this will be undertaken by MBC, who will procure the works via the NEPO Framework.

MBC will adopt the highway alterations at the end of construction, as part of their Highways Assets Management register.

# 3.3 Procurement Approach

#### 3.3.1 *Sourcing Options*

This explains the options for sources of provision of services to meet the business need with rationale for selected preferred sourcing option.

#### Design

The civils detailed design for Linthorpe Road Highway Reinstatement has been undertaken by WSP, commissioned by TVCA, as TVCA's framework consultant for CRSTS1. This is via an existing overarching call off contract.

The traffic signals design and commissioning will be undertaken by Middlesbrough Traffic Signals, as the signals design body representing all the Highway Authorities in the Tees Valley.

## Construction

With regards to the sourcing options for construction, this section considered the following: (i) existing frameworks, (ii) competitive tender process, and (iii) internal building construction services.

MBC will be responsible for arranging the construction procurement, with TVCA not holding a Section 8 to procure works onto the adopted highway directly.

#### **Existing Frameworks**

An appropriate framework exists for MBC to use for the construction and handover of built schemes, which could alleviate some degree of risk and reduce the timescale for delivery. This is the North East Procurement Organisation (NEPO) Building Construction Works Framework. As MBC is already a member of this framework, this option could be utilised. There are a number of regional and national contractors on the NEPO framework.

The use of this existing framework would require a contained tender period, and the Contractor would not have sight of the emerging designs, as they would not have been appointed in advance.



## **Competitive Tender Process**

The competitive tender process includes several options: (i) Open, (ii) Restricted, (iii) Accelerated Restricted and (iv) Competitive Dialogue. The advantages of a competitive tender process are that it provides a robust procurement route that follows legal regulations as the tender is open to a range of contractors, competitive prices should be received, MBC could choose which form of contract the work is awarded under, and the route provides a clear, auditable procurement and award process. However, the disadvantages include the increased level of MBC resource required to undertake the procurement process and the longer procurement timescales compared to alternative options.

#### **MBC Highway Operations**

A team does exist within MBC to deliver projects similar this proposal. The use of internal resources allows involvement of the team from the early phases of design through to handover, working closely with the Designer. Once the project is complete on site, the team continue to work with MBC to ensure that all relevant compliance and maintenance requirements are in place.

# **Chosen Sourcing Option**

Following a review of the sourcing options, the chosen option has been to procure via the NEPO Framework. This decision was made for the following reasons:

Reduces procurement timescales, associated with a competitive tender; Competitive tender disproportionate to the value of the works;

MBC do not have internal construction resources available;

Multiple contractors on the NEPO framework, will provide a competitive cost comparison proving best value for money;

NEPO framework typically consists of North East based contractors, so therefore using local resources. Other social value requirements can be prescribed in the tender;

Pre-qualification process to join the NEPO framework reduces the administration resource requirements, if MBC had ran a competitive tender; NEPO has been developed for the delivery of civils/highway schemes, which demonstrate bidder's experience delivering similar infrastructure schemes; and Following the original installation scheme, MBC have prior knowledge of the construction phasing, to act as early contractor involvement and help inform the tender.

This is consistent with MBC's internal procurement regulations, which require four tenders via NEPO, for construction contracts between £1,000,001 and £4,477,174.17 (exclusive of VAT). This also complies with TVCA's procurement regulations, as the funder of the project.

#### 3.3.2 Contract Type and Payment Mechanism

Control of costs throughout scheme development will be achieved through a New Engineering and Construction (NEC) Contract NEC4 Option A (Priced Contract with Activity Schedule). The contract will be between MBC Council and the appointed Contractor, but the Grant Funding Agreement will be between TVCA and MBC, detailing a collaborative open book process reflecting TVCA as the funder. The



Contractor will be paid following the submission of monthly claims. The Contractor will submit monthly claims to the Construction Project Manager/Quantity Surveyor. They will validate the claims, comparing progress on site, and make a recommendation to MBC to proceed. Following approval, payment will be made to the Contractor directly via MBC's finance system within 28 days of issues of the initial valuation. Quarterly claims will then be made from MBC to TVCA.

# 3.3.3 Risk Management

In order to identify and devise a strategy to manage, or avoid risk, and also to understand the residual risk, a QRA was undertaken in December 2024. The process adopted the four-stage development process of:

Risk identification; Risk impact assessment; Risk likelihood assessment; and Risk management.

The QRA sets out how the risk mitigation to minimise the likelihood of the risk event occurring. The QRA has been produced in line WebTAG Unit A1.2, producing a risk-adjusted cost estimate. The QRA is in the form a 5x5 calculation, with the value to go in the estimate, based on a median mitigated risk value. The QRA considers all foreseen risks identified during the development and design of the project.

If risks are realised on site and need to be drawn down against the QRA value, then these will be reported to TVCA for approval. Any unutilised element of the QRA allowance will be returned to TVCA.

TVCA's funding terms are that where it provides a grant to anyone who deliver a scheme, it cannot take responsibility for cost overruns over and above a quantified risk allowance which has formed part of the business case. However any exceptional risks and related financial implications realised during construction, which could not have been identified as part of the development of the scheme and quantified risk assessment process, can be reported back to the Tees Valley Combined Authority for consideration.

Any new risks not identified in the QRA, but can be contained within the original QRA value, can be claimed subject to TVCA approval.

## 3.3.4 Contract Length

The construction period will be informed by the tenders returned and appointment of the contractor. However based on the programme for the original scheme installation, it is anticipated a 7 month construction period may be required, running from May to December 2025. This reflects the sensitivities of Linthorpe Road, in terms of being a key radial route to/from the Town Centre, a high frequency bus corridor and need to provide loading and parking access wherever possible during construction.



# 3.3.5 Contract Management

An NEC4 Option A contract will be agreed between MBC and the contractor, which is the standard form for UK construction works. A Construction Project Manager and Quantity Surveyor will administer the contract, working client side to MBC, but will operate in an open and collaborative manner with TVCA, as the funders of the project including approval of reported Compensation Events. The NEC Construction Project Manager will be responsible for the following:

Monitoring progress;

Issuing Project Manager instructions;

Accepting subcontractors;

Assessing Compensation Events;

Issuing Early Warnings;

Maintaining the Risk Register;

Assessing amounts due for payment;

Ensuring that the works are constructed in line with the specification;

Ensuring any required quality testing is undertaken;

Reporting any major issues to the Project Manager;

Keeping daily logs and a site diary;

Keeping photographic records of construction for future reference;

Producing monthly progress reports; and

Searching for and arranging the correction of defects.

# 3.3.6 *Value for Money*

Utilising the NEPO Framework for the construction procurement, will allow multiple contractors to tender, and help prove best value for money.

WSP and MBC's detailed design estimates show a close comparison, with only a marginal difference, giving confidence to the Finance and Economic Cases.

The construction estimate tender will be via a detailed Bill of Quants, providing granularity which will allow MBC and potentially TVCA to review relevant rates as required.

## 3.4 External Permissions and Studies

Consultation was held during August 2024, with the majority of respondents wanting the removal of the cycle lanes. This has informed the detailed design to return to the previous highway layout. The detailed design has now been complete and approved by MBC Committee on 4<sup>th</sup> December 2024. The TROs for this proposal will now be advertised from February, subject to the assurance of this Business Case by TVCA. Should the proposed TROs be made, the construction will then commence.

## 3.4.1 Feasibility Studies

Consultation on the proposals, to inform the detailed design and subsequent TROs, held in August 2024.

# 3.4.2 Land Ownership



Not Applicable – all within the adopted highway

## 3.4.3 Planning Permission

Not Applicable – permitted development rights, with MBC procuring the works. The Town and Country Planning (General Permitted Development) (England) Order 2015. Schedule 2. Part 9.

#### Permitted development

A. The carrying out by a highway authority -

(a)on land within the boundaries of a road, of any works required for the maintenance or improvement of the road, where such works involve development by virtue of section 55(2)(b)(1) of the Act; or

(b) on land outside but adjoining the boundary of an existing highway of works required for or incidental to the maintenance or improvement of the highway.

As described elsewhere permanent Traffic Regulation Orders will need to be advertised by MBC as the Highway Authority, related to The Road Traffic Regulation Act 1984.

## 3.4.4 Detailed Design

The detailed design has been approved by MBC, in their role as Highway Authority, at their Executive Committee on 4<sup>th</sup> December 2024.

# CASE 4: FINANCIAL CASE

#### **Key Messages:**

The capital investment is to develop (within 24/25) and deliver (25/26) the highway reinstatement of Linthorpe Road as per the previous layout, removing the cycle infrastructure and reinstating previous pay and display car parking. The capital investment will be inclusive of all design and development fees, full construction costs, and also subsequent monitoring.

The scheme is to be 100% fully funded from CRSTS1 from the TVCA, without any other match or leverage from other sources.

MBC will pay the contractor on a monthly basis in line with NEC contract regulations and will make quarterly claims in arrears to TVCA.

# 4.1 Summary of Expenditure and Funding

The Financial Case considers the affordability of the project, funding arrangements and technical accounting issues, in line with DfT Transport Business Cases Guidance (2013). The Financial Case considers the costs and accounting issues, while the Value for Money (VfM) is dealt with separately in the Economic Case. This section,



therefore, sets out how much the scheme will cost and how this has been calculated, the risks that may affect the costs, the anticipated profile of expenditure and how the scheme will be paid for.

# 4.1.1 Base Capital Costs

The estimated base cost of the scheme from MBC, in Q3 2021 prices, excluding risk and future inflation is £1,796,130. This is made up of:

Base Construction Cost – £891,445
Allowance for Traffic Signals – £150,000
Main Contractors preliminaries and traffic management - £325,000
Overheads and Profits - £136,644
Fees (Design, Construction PM, CDM, Other PM Costs) - £263,041
Benefits Realisation Report - £30,000

The base construction costs have been informed, after a detailed design process. The detailed design is fully complete for the scheme, bar the traffic signal design which is at a preliminary design stage. Measurements and off takes have been produced by the designer in the form of Bill of Quantities, with MBC then producing a Bill of Rates, from their most recent library which is 2021.

Following dialogue with Traffic Signals Engineers, an allowance of £150,000 has been provided for the traffic signals elements, ahead of the detailed design being complete.

Appropriate indirect construction costs, including for preliminaries and traffic management; overheads and profits; fees (design, construction PM, CDM) and a benefits realisation report have then been applied.

- Preliminaries and traffic management has an allowance of £325,000, which represents 32% of the direct construction costs;
- Overheads and Profits has an allowance of £136,644, which represents 10% of the direct construction costs plus preliminaries and traffic management;
- Fees (design, construction project management, CDM and other project management) has an allowance of £263,041, which represents 17.5% of direct construction costs, plus overheads and profits and plus preliminaries and traffic management

## 4.1.2 *Risk*

The risk value, via an agreed Quantified Risk Assessment, is valued at £285,518.

## 4.1.3 Inflation

Middlesbrough have provided the base construction costs in Q3 2021 prices, which is their latest library of rates, reflecting the date of the installation of the original scheme. The costs have been updated to Q3 2025 prices (BCIS Indices), which reflects the mid-point of construction. This reflects an inflation uplift of 20.35%, which equates to £305,937.

#### 4.1.4 Cost Comparison for Detailed Design Estimates



The comparison between MBC's and WSP's overall detailed design estimates show a minimal cost difference of £42,201, providing confidence in both the Financial Case and for costs to be carried forward into the Economic Case. MBC's cost is the higher one, and has therefore been carried forward into the Economic Appraisal, to provide the most robust approach.

## MBC Detailed Design Cost Estimate

#### **Direct Construction Costs**

Base Construction Cost (Q2 2021 Prices) £891,445 Allowance for traffic signals £150,000

#### **Indirect Construction Costs**

Main contractors preliminaries and traffic management £325,000 Overheads and Profits £136,644 Fees (design, construction PM, CDM and other project management) £263,041 Benefits Realisation Report 30,000

# Total excl. Risk and Inflation £1,796,130

Risk £285,518 Inflation (taken forward from Q3 21 to Q3 25 – mid point of construction – 20.35%) £305,937

Total £591,455

Total Cost £2,387,585

## WSP Detailed Design Cost Estimate

#### **Direct Construction Costs**

Base Construction Cost inclusive of Traffic Signals allowance (2024 Q3 Prices) £1,209,325

## **Indirect Construction Costs**

Main contractors preliminaries and traffic management £325,000 Overheads and Profits £153,433 Fees (design, construction PM, CDM and other project management) £295,358 Benefits Realisation Report £30,000

#### Total excl. Risk and Inflation £2,013,115

Risk £285,518

Inflation (taken forward from Q4 24 to Q3 25 – mid point of construction – 2.77%) £46.751

Total £332,269

Total cost £2,345,384

#### 4.1.5 Construction Tender



The final estimate is subject to a tender to be organised via MBC and procured via the NEPO Framework. Multiple private sector contractors on the framework will provide a competitive comparison, ensuring best value for money. It should be noted that any significant variance would need to be discussed with TVCA and may require submission of a Project Change Request and a recalculated BCR which would require internal assessment and approval. The construction tender will run from April to May 25, with appointment planned to be made in May 25.

No on-costs will be applied by MBC, over and above hourly wages, for the procurement to be arranged by them.

## 4.1.6 Accountancy Implications

The works are 100% capital investment, and to be completely funded from CRSTS funding, with funding devolved to the TVCA from Central Government. No other match is to be utilised, or leverage gained. No 'commuted' sum will be provided from this capital investment, towards future maintenance, which will be undertaken by Middlesbrough Borough Council as part of their Highways Assets Management register.

No income will be gained by the TVCA related to the schemes' operation once opened. Middlesbrough Borough Council will receive a projected increased level of parking revenue (£84,281 p.a.), related to the reinstatement of parking, previously removed as part of the installation of the cycle scheme. 100% of this increased parking income will be utilised for revenue within their Parking Service, including enforcement and maintenance of Pay and Display Bays.

**Project Expenditure** 

			OJCCL EX	portarear	_			
All CRSTS1	24/25	25/26	26/27	27/28	28/29	29/30	30/31	Total
Design and	£140,91	£46,972						£187,886
Development	4							
Costs, including	(67%)							
Project								
Management								
Construction		£1,809,02						£1,809,02
Costs		6						6
QRA (construction		£285,518						£285,518
costs)		075 455						075.455
NEC Project		£75,155						£75,155
Management/QS/Sit		(100%)						
e Supervision Costs		05,000	05.000	05.000	05.000	05.000	05.000	200 000
Evaluation and		£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£30,000
Monitoring		(16.67%)	(16.67%	(16.67%	(16.67%	(16.67%	(16.67%	
Costs			)	)	)	)	)	
Total	£140,91	£2,221,67	£5,000	£5,000	£5,000	£5,000	£5,000	£2,387,58
	4	1						5

# 4.2 Programme / Project Match Funding Sources

No other match or leverage is needed or to be utilised for the project. 100% funded from CRSTS.

Ongoing revenue funding in the form of maintenance, will be funded by Middlesbrough Borough Council, and managed as part of their Assets Management Register. This is likely to be Local Transport Plan Highways Maintenance Block, or



other Council Capital funding. No 'commuted' sum will be allocated from CRSTS for this.

# 4.3 Leverage Funding

No other match or leverage is needed or to be utilised for the project. 100% funded from CRSTS.

Ongoing revenue funding in the form of maintenance, will be funded by Middlesbrough Borough Council, and managed as part of their Assets Management Register. This is likely to be Local Transport Plan Highways Maintenance Block, or other Council Capital funding. No 'commuted' sum will be allocated from CRSTS for this.

# 4.4 Operating Model: projected income and expenditure

Ongoing revenue funding in the form of maintenance, will be funded by Middlesbrough Borough Council, and managed as part of their Assets Management Register. This is likely to be Local Transport Plan Highways Maintenance Block, or other Council Capital funding. No 'commuted' sum will be allocated from CRSTS for this.

It should be noted that the maintenance costs over the 20-year appraisal period will likely be less for the proposed layout, than what currently exists, with a much-simplified highway layout. This will include the removal of 'within carriageway' infrastructure such as WANDS bollards and orcas.

No income will be gained by the TVCA related to the schemes' operation once opened. MBC will receive a projected increased level of parking revenue, related to the reinstatement of parking, previously removed as part of the installation of the cycle scheme. 100% of this increased parking income will be utilised for revenue within their Parking Service, including enforcement and maintenance of Pay and Display Bays.

## 4.5 What will the TVCA funding be paying for?

Middlesbrough's detailed design cost estimate for the scheme is as follows:

#### **Direct Construction Costs**

Base Construction Cost (Q2 2021 Prices) £891,445 Allowance for traffic signals £150,000

## **Indirect Construction Costs**

Main Contractors preliminaries and traffic management £325,000 Overheads and Profits £136,644 Fees (design, construction PM, CDM) £263,041 Benefits Realisation Report £30,000

Total excl. Risk and Inflation £1,796,130



Risk £285,518 Inflation £305,937

Total £591,455

Total cost £2,387,585

Should the tendered costs vary significantly to the above, it is understood that it would need to be discussed with TVCA and may require submission of a Project Change Request and recalculated BCR for assessment.

The proposal will fund:

- the removal on unidirectional on carriageway cycles lanes between Ayresome Street and Borough Road;
- the removal of WANDS bollards and orcas;

the reinstatement of 47 on street parking bays:

bus stops are located back to their original positions – kerb side, where as currently there are boarding islands, with cycle lanes located between them and

- the

footway;

realignment of the carriageway to provide a more 'linear' layout, removing the meandering layout, related to the cycle lanes;

- retaining the current 20mph speed limit;
- retaining the closure of King Edwards Square;
- retaining the closure of Victoria Road; and
- removing the current closures of all other side streets, between Borough Road and Ayresome Street.

## 4.6 Details of other funding routes explored

No other funding routes are available for this project. No private sector funding is available for a such a reinstatement project, which was originally funded using DfT funding secured from the TVCA.

No public sector contribution is available from MBC. This includes a constrained Local Transport Plan allocation from Central Government, and other MBC Capital Funding, which is committed to other funding requirements across the Borough.

There has been a previous commitment from the TVCA Mayor to fully fund the removal of the cycle lane project, which subject to processes and requirements, including the assurance of a Business Case by TVCA and advertisement and approval of Traffic Regulation Orders by MBC as the Highway Authority.

Projected increased parking revenue from the scheme, would not allow for an 'invest to save' type project, with this funding fully required for revenue purposes within MBC's Parking Service.

## 4.7 Type of financial assistance sought



Approval of £2,387,585 CRSTS capital funding, with relevant elements of this overall cost estimate (£2,169,699), forming a Grant Funding Agreement between TVCA and MBC.

## 4.8 Financial Return to TVCA

No financial return to TVCA to be generated.

The highway scheme will be adopted by MBC and maintained as part of their Highway Asset Management register, in their role as Highway Authority.

No income will be gained by the TVCA related to the schemes' operation once opened. MBC will receive a projected increased level of parking revenue, related to the reinstatement of parking, previously removed as part of the installation of the cycle scheme. 100% of this increased parking income will be utilised for revenue within their Parking Service, including enforcement and maintenance of Pay and Display Bays.

## 4.9 Financial Risks

A Quantified Risk Assessment has been undertaken, involving transport officers from both TVCA and MBC, and Highway Design/Engineering Officers from MBC.

Risk management is integral to all projects, as risks can have a considerable effect on the timescale, cost and overall impact of initiatives. The production of a risk register forms an integral task associated with standard project management procedures that are followed by TVCA. The risk register for the Linthorpe Road Highway Reinstatement project will be reviewed regularly throughout the remaining stages of the project by the Delivery team. Any unresolved or significant issues, which are identified, will be escalated through the appropriate governance mechanisms in place outlined in the Management Case.

Risks to delivery to the project were considered within the following categories: (i) preparation and supervision, (ii) land, (iii) strategic and legal, (iv) engineering highway, (v) environmental mitigations, (vi) ground conditions, (vii) construction / contractual, (viii) other work, (ix) delays in commencing construction, (x) delays during construction and (xi) capacity.

The production of a risk register will enable the effective management and communication of potential conflicts, ensuring appropriate mitigation is incorporated. The Risk Register identifies he potential causes and consequences of each risk and will be a 'live' document that is maintained and owned by the Project Manager throughout.

The monetised value of the risks has been quantified by considering the likelihood and probability scores. The scoring system for the risk assessment is shown below:



	Key:				Impact			
	Extreme Risk							
	High Risk		WO		E		Hgl	
	Moderate Risk		Very Low	Low	Medium	High	Very High	
	Low Risk		>	۲	>	I	>	
	Very Low Risk		1	2	3	4	5	
	Very High (>80%	6) 5	М	М	н	Е	Е	
ъ	High (51-80%	6) 4	L	М	Н	Н	Е	
Likelihood	Medium (21-50%	6) 3	L	L	М	Н	Н	
	Low (6-20%	6) 2	٧	L	L	М	М	
	Very Low (0-5%	6) 1	٧	٧	L	L	М	
	Probability Score	1-2	3-5	5	6-10	11	-20	21-2
Prob	ability Percentage	2.5%	12.5	%	35.0%	65.	0%	90.09

The main financial risks to the scheme are listed below, with all risks detailed in the accompanying QRA:

- A01 Contractor resource availability £78,000
- D01 Bill of Quantities incorrect from designer, when measured by the tenderer £50,000
- D03 All ready defective measures (drainage/structures/street lighting etc), not related to our construction, but found on site £90,000
- D04 Other unexpected underground apparatus encountered £60,000
- D05 Unforeseen utilities encountered £80,000
- D06 Increase in rates, due to events outside of our control Middle East/Ukraine/etc £60,000

## 4.10 Cashflow of Programme / Project

CRSTS funding is devolved to the TVCA from Central Government, with Business Cases assurance undertaken by the TVCA. Therefore, funding is readily available, subject to appraisal and assurance processes.

£140,914 is projected to be spent on design and other preparation costs by the end of 24/25. This also includes surveys and a Road Safety Audit. This activity will be funded directly by the Tees Valley Combined Authority to respective consultants.

£46,971 will be spent in 25/26 on Project Management costs.

Please note the above two costs will be paid directly by TVCA and will not form part of the GFA to MBC.



£2,094,544 is projected to be spent on construction related activities in 25/26, with the construction fully delivered in 25/26. Control of costs throughout scheme development will be achieved through a New Engineering and Construction (NEC) Contract NEC4 Option A (Priced Contract with Activity Schedule). The contract will be between Middlesbrough Borough Council and the appointed Contractor. The Contractor will be paid following the submission of monthly claims. The Contractor will submit monthly claims to the Construction Project Manager and a Quantity Surveyor. They will validate the claims, comparing progress on site, and make a recommendation to MBC to proceed. Following approval, payment will be made to the Contractor directly via MBC's finance system within 28 days of issue of the initial valuation. The tender returns and subsequent contract will detail a monthly spend profile, which will be then managed.

MBC will be responsible for cashflow and will make quarterly claims in arrears to TVCA in line with TVCAs standard claims process.

£75,155 is projected to be spent on construction project management fees in 25/26. An external Construction Project Manager will be appointed via Middlesbrough, in the form of a NEC Professional Services Contract. The contract will detail monthly costs, which will be paid directly by MBC's finance system within 28 days of the respective claim. Quarterly claims will be made from MBC to TVCA.

£5,000 per annum (six years) will be spent on monitoring the project from 25/26 to 30/31. This will include a scheme opening report in 25/26, and then annual reports from 26/27, reflecting this will be the first full operational year. This activity will be funded directly by the Tees Valley Combined Authority.

The monitoring costs will be funded directly by TVCA and will not form part of the GFA to MBC.

The detailed financial profile will be available upon appointment of the Contractor, but it is anticipated the works will likely take circa 7 months from May to December 25, with likely consistent monthly payments across this period. This reflects the consistent nature of the works, along the length of Linthorpe Road, between Borough Road and Ayresome Street. The referenced works duration considers the programme for the original installation of the cycle lane infrastructure.

The proposed total GFA amount to MBC will therefore be £2,169,699.

## **Compensation Event Process**

A QRA has been produced in line WebTAG Unit A1.2, producing a risk-adjusted cost estimate. The QRA is in the form a 5x5 calculation, with the value to go in the estimate, based on a median mitigated risk value. The QRA considers all foreseen risks identified during the development and design of the project.

If risks are realised on site and need to be drawn down against the QRA value, then these will be reported to TVCA for approval. Any unutilised element of the QRA allowance will be returned to TVCA.



TVCA's funding terms are that where it provides a grant to anyone who deliver a scheme, it cannot take responsibility for cost overruns over and above a quantified risk allowance which has formed part of the business case. However any exceptional risks and related financial implications realised during construction, which could not have been identified as part of the development of the scheme and quantified risk assessment process, can be reported back to the Tees Valley Combined Authority for consideration.

Any new risks not identified in the QRA, but can be contained within the original QRA value, may be claimed subject to TVCA approval.

# CASE 5: MANAGEMENT CASE

# Key Messages:

Governance structure put in place allowing upwards reporting and identifying responsibilities of individual officers within both MBC and TVCA, and identifying the interfaces between the two organisations.

A workable and sequential programme in place.

Issue and risk, stakeholder communication and benefits monitoring processes identified.

# 5.1 Delivery Partners

TVCA the promotor and funder of the scheme.

MBC to undertake Highway Authority processes, including technical approvals, Overseeing Organising duties for RSA 1-2, advertiser of TROs and procuring the works onto site.

Grant Funding Agreement between TVCA and MBC, detailing terms and conditions of funding to deliver the proposals

# 5.2 Formal Partnership Arrangements

Grant Funding Agreement between TVCA and MBC, detailing terms and conditions of funding to deliver the proposals

## 5.3 Details of Programme / Project Management Structure

Tom Bryant (Director for Infrastructure) is the TVCA Senior Responsible Owner. Tom will be responsible for making final decisions on Compensation Event claims from MBC and their respective Contractor. Tom is also ultimately responsible for the assurance of the Business Case and production of the Grant Funding Agreement.

Craig MacLennan (Senior Major Projects Manager) has been responsible for ensuring the detailed design has been produced. Craig will receive Compensation Events claims from Middlesbrough/their Contractor and make recommendations to Tom for the approval or not. Craig will be also responsible for producing Highlight and



Exception Reports, based on information from Middlesbrough and their NEC Project Manager, and report upwards to Tom and the TVCA Projects Board as required.

An NEC Project Manager and Quantity Surveyor will work client side to MBC, and assess progress on site and be the point of contact for the contractor. This person will be the site representative, dealing with design and construction interfaces. They will also receive and assess Compensation Events and Claims from the contractor, and make recommendations on whether they should be paid. These will be reported to TVCA for approval.

Chris will be both the internal point of contact within Middlesbrough and also the interface with TVCA. Chris will be responsible for producing both Highlight Reports and Exception Reports on a monthly basis to TVCA, working alongside the NEC Project Manager, which will also be reported to Middlesbrough's Capital programme Board. Chris will be responsible for ensuring the Traffic Regulation Orders happen to schedule, and also producing the Executive Committee Report, to initiate the TROs.

Chris will be responsible for dealing with any processes and reports associated with TRO objections.

Craig Cowley is the Project Director, and will be responsible for decision making, which can't be made by the Project Manager and NEC Construction Manager. This will be either be decisions taken by himself, or as required in dialogue with the Strategic Accountant, Executive Member or Senior Responsible Officer. Craig will ensure briefings are held on a regular basis as required with these representatives.

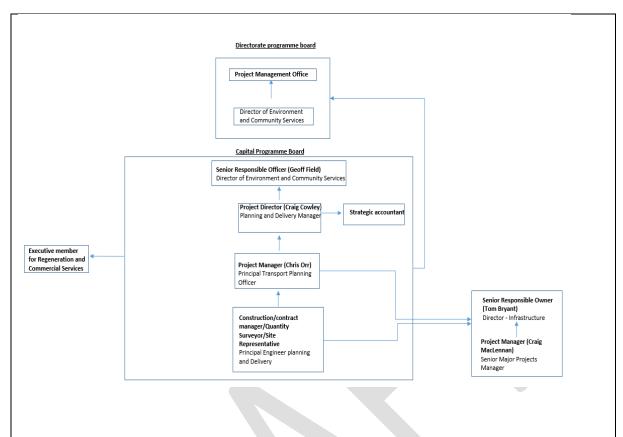
Geoff Field is the Senior Responsible Officer, who is the chair of the Capital Programme Board, and is ultimately responsible for the delivery of the project to programme and budget. Geoff will make decisions, which are unable to be taken at a Project Manager or Project Director level.

A Directorate Programme Board will also have oversight of the project, which the Director of Regeneration is a member of.

The Capital Programme Board and Directorate Programme Board will both meet monthly.

The governance arrangements put in place enable a clear upwards reporting and decision making process, but also clearly identifies the roles of individual officers within both TVCA and MBC, and how they interface with each other.





# 5.4 Issue and Risk Management Processes

A QRA has been produced in line WebTAG Unit A1.2, producing a risk-adjusted cost estimate. The QRA is in the form a 5x5 calculation, with the value to go in the estimate, based on a median mitigated risk value. The QRA considers all foreseen risks identified during the development and design of the project.

If risks are realised on site and need to be drawn down against the QRA value, then these will be reported to TVCA for approval. Any unutilised element of the QRA allowance will be returned to TVCA.

TVCA's funding terms are that where it provides a grant to anyone who deliver a scheme, it cannot take responsibility for cost overruns over and above a quantified risk allowance which has formed part of the business case. However any exceptional risks and related financial implications realised during construction, which could not have been identified as part of the development of the scheme and quantified risk assessment process, can be reported back to the Tees Valley Combined Authority for consideration.

Any new risks not identified in the QRA, but can be contained within the original QRA value, may be claimed subject to TVCA approval.



Key Milestone Description  Project start date  Civils design complete  Traffic signals design complete  Appraisal of Business Case  Consideration of Business Case  Consideration by Tees Valley  Management Group  Approval to proceed with Permanent  Traffic Regulation Orders by MBC  Executive Committee  Expected Completion Date  Expected Completion Date  Expected Completion Date  Expected Completion Date   Sth July 2024  October 2024 - complete  February 2025  January 2025  Sth February 2025  Sth February 2025		
Project start date Civils design complete Civils design complete Civils design complete Corsideration of Business Case Consideration by Tees Valley Management Group Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  Decomber 2024  January 2025  January 2025  Sth February 2025  Sth February 2025	5.5 Key Milestones	
Project start date Civils design complete Civils design complete Civils design complete Corsideration of Business Case Consideration by Tees Valley Management Group Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  Decomber 2024  January 2025  January 2025  Sth February 2025  Sth February 2025	Var Milatana Danadatian	Ft 1 O   - t D - t -
Civils design complete  Traffic signals design complete  Appraisal of Business Case  Consideration of Business Case  recommendation by Tees Valley  Management Group  Approval to proceed with Permanent  Traffic Regulation Orders by MBC  Executive Committee  December 2024  January 2025  January 2025  Sth February 2025  5th February 2025	Key Milestone Description	Expected Completion Date
Civils design complete  Traffic signals design complete  Appraisal of Business Case  Consideration of Business Case  recommendation by Tees Valley  Management Group  Approval to proceed with Permanent  Traffic Regulation Orders by MBC  Executive Committee  December 2024  January 2025  January 2025  Sth February 2025  5th February 2025	Project start date	1st July 2024
Appraisal of Business Case  Consideration of Business Case recommendation by Tees Valley Management Group  Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  December 2024  January 2025  5th February 2025		
Appraisal of Business Case  Consideration of Business Case recommendation by Tees Valley Management Group  Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  December 2024  January 2025  5th February 2025	Traffic signals design complete	February 2025
recommendation by Tees Valley Management Group  Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  5th February 2025		December 2024
Management Group  Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  5th February 2025  Traffic Regulation Orders by MBC	Consideration of Business Case	January 2025
Approval to proceed with Permanent Traffic Regulation Orders by MBC Executive Committee  5th February 2025	recommendation by Tees Valley	
Traffic Regulation Orders by MBC Executive Committee		
Executive Committee	· ·	5 <sup>th</sup> February 2025
Traffic Regulation Order Advertisement 17th February to 30th March 2025		
	Traffic Regulation Order Advertisement	17 <sup>th</sup> February to 30 <sup>th</sup> March 2025
Tender 14 <sup>th</sup> April to 23 <sup>rd</sup> May 2025	Tender	
Contract let 30 <sup>th</sup> May 2025	Contract let	30 <sup>th</sup> May 2025
Work starts on site End of May 2025	Work starts on site	End of May 2025
Work completes on site December 2025	Work completes on site	December 2025
Site open for end user December 2025	Site open for end user	December 2025
Financial completion March 2026	Financial completion	March 2026
Year 1 Monitoring Report 31st March 2027	Year 1 Monitoring Report	31st March 2027
Year 2 Monitoring Report 31st March 2028	Year 2 Monitoring Report	31st March 2028
Year 3 Monitoring Report 31st March 2029	Year 3 Monitoring Report	31st March 2029
Year 4 Monitoring Report 31st March 2030	Year 4 Monitoring Report	31st March 2030
Year 5 Monitoring Report 31st March 2031	Year 5 Monitoring Report	31st March 2031

# 5.6 Stakeholder Management, Communications and Marketing Plan

Consultation occurred during August 2024, Led by MBC. TVCA promoted and shared the consultation in a variety of ways to encourage local communities to respond and feedback:

- Consultation information and survey available online via the Tees Valley Combined Authority website
- Social media content shared by TVCA
- Political Briefing Notes
- Bus Operator Briefing Notes; and
- Stakeholder briefings held (where requested)

A significant number of responses were received – 390.

TVCA shared a briefing note outlining the proposal to remove the cycle lanes on Linthorpe Road with both Stagecoach and Arriva, the operators of bus services along this route. Stagecoach strongly advocated for the removal of the cycle lane, citing significant delays to their services entering Middlesbrough due to the current road layout.



The operators support reinstating key bus stops, including at The Crown/King Edward Square, Granville Road, and outside One Life Medical Centre. They also urged a return to a wider highway gauge to address safety concerns.

The same stakeholder groups and frontages will be contacted during the TRO advertisement period.

Required construction phasing will be developed into the tender by MBC. This will take into consideration access and loading requirements, as well as bus operations.

A website will be developed collaboratively between MBC and TVCA Comms and Marketing Team advising of construction progress. MBC and TVCA will also provide regular updates via social media and the press.

The NEC project manager will be the point of contact for stakeholders, with a dedicated email address and telephone number available.

## 5.7 Social Value Generation: Environmental and Social Impacts

NEPO works in partnership with our members, suppliers, and other key stakeholders to deliver positive social value outcomes. NEPO's social value programme enables the suppliers to use their skills, knowledge, opportunities and resources to make a difference for the communities, residents and environment across the North East region.

Whilst the Procurement Act 2023 has brought into effect a new regime and ways of working, NEPO has continued to work with Members to leverage tender processes to get the added benefits and impacts needed to support local economic and environmental challenges. NEPO's new ESG model will be finalised in 2024 and will enable a stronger partnership with our Member Authorities and suppliers to maximise social value benefits.

TVCA and MBC Procurement teams will identify a list of social value outcomes it wishes to take forward into the procurement and will work with NEPO to embed these within the tender documents.

Themes will include:

#### Economic prosperity:

Directly contributing to economic growth including suppliers, local spend, new businesses, small-to-medium-size enterprises, micro, voluntary, charitable and social enterprises/mutuals;

Contributing to apprenticeships, skills and education, and regional economic prosperity

## Improving the environment:

Net Zero considerations in construction and materials; Respecting neighbouring residences by reducing our impact on air quality, noise and water quality.



# Community wellbeing

Improving community amenities; Supporting community education and heritage programmes

## Equality, diversity and inclusion

Contributing to employment and opportunities for women; ethnic minorities; the long-term unemployed; veterans; people with disabilities; the LGBTQ+ community; care givers; school leavers; young people not engaged in education, employment or training; ex-offenders; the homeless; maternity returners; new to industry; flexible workers; Apprenticeship and training opportunities.

## 5.8 Monitoring and Evaluation Plan

An allocation has been made within the cost estimate, to monitor and evaluate the benefits of the project. This will allow SMART benefits to be measured upon completion and during operation. The TVCA Project Manager, working alongside MBC will be responsible for this.

	Out turn Cost v Budget	Completion v Programme	On-street parking bay usage and revenue	Retail Unit occupancy	Pay and Display Bay User numbers	Cyclist numbers	Bus journey times/ delays
Upon Completion	X	X					
1 Year after Opening			X	X	X	Х	X
2 Years after Opening			Х	Х	Х	Х	Х
3 Years after Opening			X	X	X	Х	Х
4 Years after Opening			Х	Х	Х	Х	Х
5 Years after Opening			X	Х	Х	Х	Х

# 5.9 Exit Strategy

The proposed highway changes will be adopted by MBC, as part of their adopted highway. Ongoing revenue funding in the form of maintenance, will be funded by Middlesbrough Borough Council, and managed as part of their Assets Management Register. This is likely to be Local Transport Plan Highways Maintenance Block, or other Council Capital funding. No 'commuted' sum will be allocated from CRSTS for this.

MBC will receive a projected increased level of parking revenue, related to the reinstatement of parking, previously removed as part of the installation of the cycle scheme. 100% of this increased parking income will be utilised for revenue within their Parking Service, including enforcement and maintenance of Pay and Display Bays.



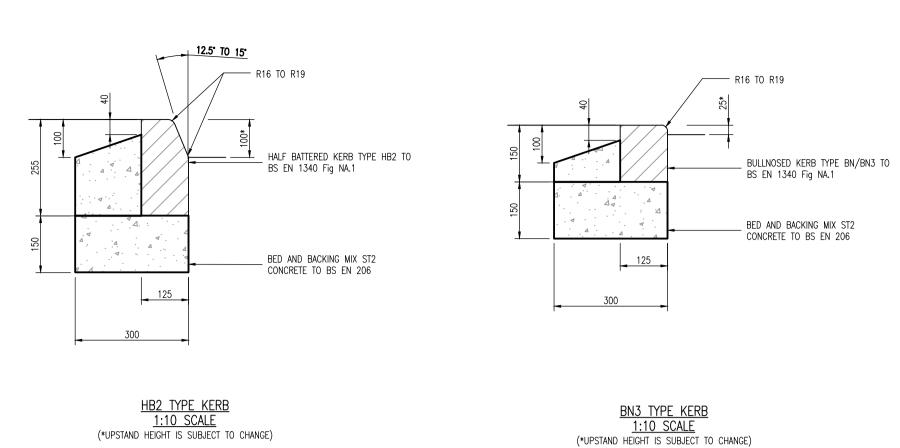
# APPLICANT SIGN OFF TO BE SIGNED BY PROJECT SPONSOR PRIOR TO SUBMISSION FOR APPRAISAL

I declare that to the best of my knowledge and belief, the information given within this application form is correct. I understand that acceptance of this application form does not in any way signify that Tees Valley Combined Authority has agreed to invest. I declare I am an authorised signatory of the lead organisation, with the authority to sign off this application form and have notified the necessary senior finance officers.

#### FREEDOM OF INFORMATION

I understand the requirements of the Freedom of Information Act 2000. I understand that Tees Valley Combined Authority is subject to the provisions of the Freedom of Information Act 2000 ("the Act"). The Act provides for information to be exempt from the general right of access if its disclosure would, or would be likely to, prejudice the commercial interests of any person. A Project Sponsor may request that certain information in their submission and any subsequent Agreement is treated as covered by this exemption. However, if the information is requested the availability of this exemption will be subject to a test of whether the public interest lies in disclosing the information or keeping it confidential. We understand that while Tees Valley Combined Authority will endeavour to take into account the Project Sponsor's views as to the keeping of information confidential, it reserves the right to disclose information if required to do so.

Signature:	Tan Bryst.
	Tom Bryant
Name:	
	Director - Infrastructure
Position / Title:	
	Tees Valley Combined Authority
Company / Organisation:	
	15/12/2024
Date:	



TACTILE PAVING — BLISTER SLAB UNITS

1:10 SCALE

25mm MORTAR CEMENT/SAND RATIO 1:3

450mm × 450mm × 65mm THICK
PRECAST CORDUROY PAVING SLAB
TO DFT DOCUMENT "GUIDANCE ON
THE USE OF TACTILE PAVING
SURFACES" 2002.

TACTILE PAVING — CORDUROY SLAB UNITS (HAZARD WARNING)

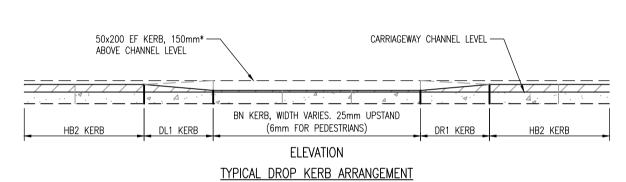
1:10 SCALE

25mm MORTAR CEMENT/SAND RATIO 1:3 —

450mm X 450mm X 65mm THICK — PRECAST BLISTER PAVING SLAB TO

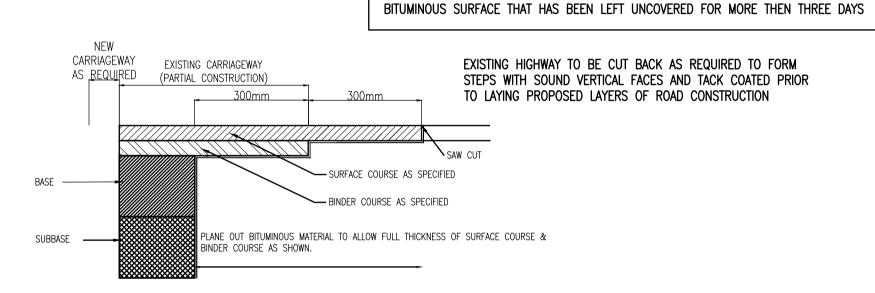
DFT DOCUMENT "GUIDANCE ON THE

USE OF TACTILE PAVING SURFACES"



1:50 SCALE

(\*DIMENSIONS TO BE ADJUSTED TO SUIT SITE LAYOUT/DESIGN. REFER TO EXTERNAL WORKS DESIGN LAYOUTS AND SPECIFICATION)



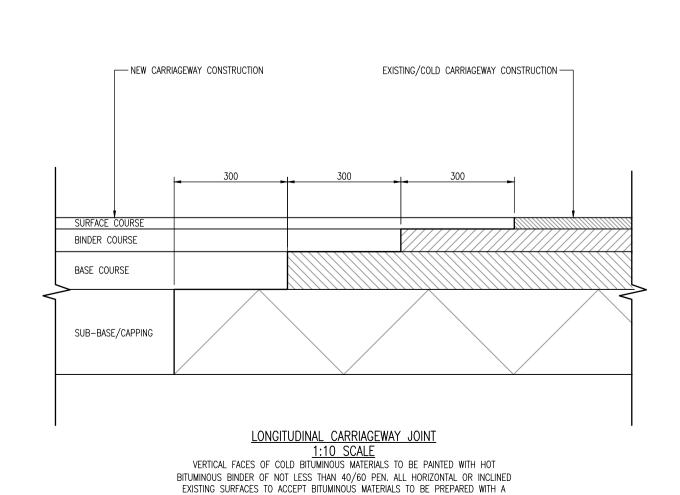
PRIOR TO LAYING SUBSEQUENT LAYERS OF BITUMOUS MATERIAL THE SURFACE SHALL BE

THOROUGHLY CLEANED AND A TACK COAT OF BITUMEN EMULSION CLASS K1-40 TO BS434 SHALL BE APPLIED AT A RATE OF 0.4 TO 0.6 LITRES PER SQUARE METRE TO ANY

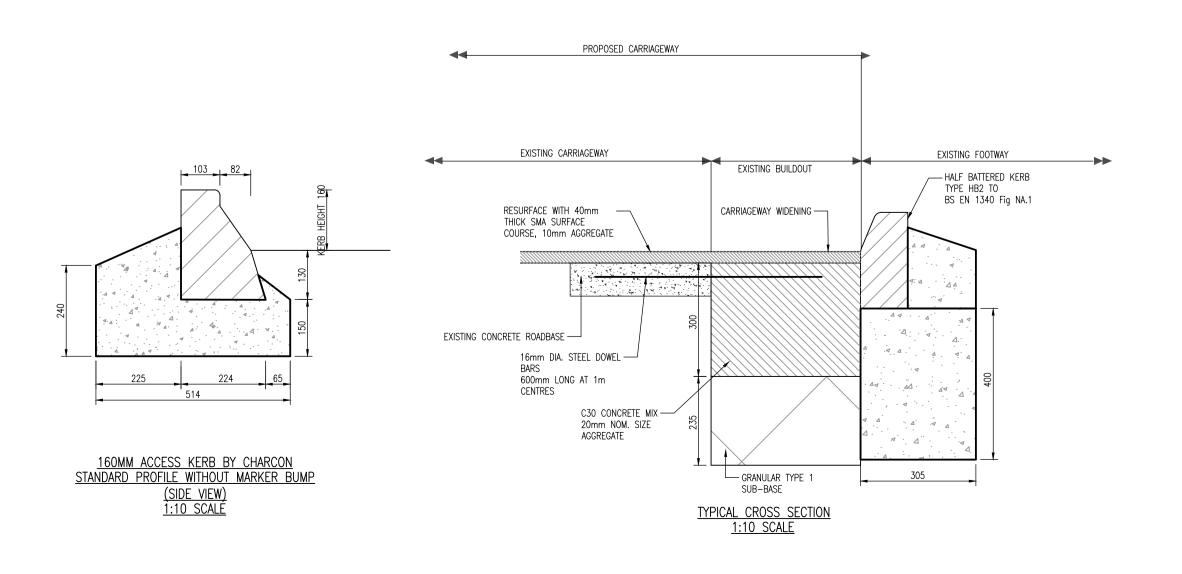
ROAD PAVEMENT TIE—IN CONSTRUCTION

NARROW WIDTHS

(SCALE 1:10)



BOND COAT IN ACCORDANCE WITH BS 594987



<u>NOTES</u>

- 1. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELATED DOCUMENTATION AND DRAWINGS.
- 2. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS STATED OTHERWISE.
- 3. THE WORKS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE DFT MCHW, DMRB AND MIDDLESBROUGH COUNCIL REQUIREMENTS.
- 4. REFER TO THE KERBS, FOOTWAYS AND PAVED AREAS DRAWINGS
- FOR SITE SPECIFIC DETAILS OF KERBING AND SURFACING

  5. KERBS TO BE BUTT JOINTED. WHERE KERB ALIGNMENTS INCUR

MINOR OPEN JOINT TAPERS IN EXCESS OF 5mm BETWEEN

- FORMED SURFACES, MORTAR JOINTING SHALL BE USED.

  6. FULL LENGTH PCC KERBS ARE TO BE MECHANICALLY HANDLED.
- 7. ALL PRECAST KERBS, CHANNELS AND EDGINGS SHALL BE TO BS EN 1340 AND LAID TO BS 7533-6 AND ALL SETTS OF NATURAL STONE SHALL BE TO BS EN 1342 AND LAID TO BS 7533-7.
- 8. ALL KERBS, CHANNELS AND EDGINGS BED & BACKING SHALL BE ST2 CONCRETE WELL COMPACTED. UNLESS OTHERWISE STATED, THIS SHALL BE A MINIMUM BED THICKNESS OF 150mm FOR KERBS AND CHANNELS, 100mm FOR EDGINGS.
- 9. THE MINIMUM CUT OF ANY LENGTH OF KERB SHALL BE 450mm.
- 10. THE CORRECT TRANSITION SHALL BE USED FOR ALL DROP KERBS AND UPSTAND VARIATION LOCATIONS.
- 11. KERBS SHALL BE LAID ON BEDDING WHILST CONCRETE IS STILL "GREEN". WHERE THE BEDDING CONCRETE HAS CURED PRIOR TO INSTALLING THE FINISHED KERBING, 20mm NOMINAL THICKNESS CEMENT MORTAR BED DESIGNATION (i) SHALL BE USED. N.B. THE MINIMUM BEDDING THICKNESS OF 150mm SHALL BE MAINTAINED.

DO NOT SCALE

- 12. TACTILE PAVING SHALL BE COLOURED RED AT CONTROLLED CROSSING POINTS AND BUFF AT UNCONTROLLED CROSSINGS.
- 13. MORTAR FOR TACTILE PAVING BE AS PER THAT SPECIFIED FOR BLOCK PAVING. CHLORIDE ION CONTENT OF MORTAR SHALL BE IN ACCORDANCE WITH BS EN 1744-1 AND SHALL NOT EXCEED 0.3% MASS OF CEMENT (0.2% FOR SULPHATE RESISTANT CEMENT. CALCIUM CHLORIDE IS NOT ACCEPTABLE.
- 14. NO FROST-SUSCEPTIBLE MATERIALS TO BE USED WITHIN 450mm OF THE FINISHED SURFACE UNLESS EXPRESSLY REQUIRED BY THE ENGINEER.
- 15. WHERE THE TRIMMING OF BLOCKS IS NECESSARY, PORTIONS OF LESS THAN ONE THIRD OF AN ENTIRE BLOCK SHALL NOT BE LAID. INSTEAD THE PATTERN SHOULD BE ALTERED TO ENABLE LARGER PIECES OF BLOCK TO BE USED.
- 16. IF THE DEPTH OF AN ACCESS COVER FRAME PROHIBITS BLOCKS FROM BEING LAID UP CLOSE TO THE FRAME IT SHOULD BE SURROUNDED IN CONCRETE GRADE ST2 UP TO FINISHED GROUND LEVEL.
- 17. JOINTING MATERIAL SHALL BE 0.5mm DRIED FREE FLOWING SILICA TO BS 7533-3 TABLE D.4. JOINT FILLING SHALL TAKE PLACE IMMEDIATELY AFTER THE BLOCK PAVERS HAVE BEEN COMPACTED INTO THE LAYING COURSE, AND COMPLETED WITH A FINAL COMPACTION OF THE FINISHED SURFACE.
- 18. ASPHALTIC CONCRETE MATERIALS ARE TO BE IN ACCORDANCE WITH THE RELEVANT SECTION WITHIN BS EN 13108 PARTS 1-21, WITH ADDITIONAL GUIDANCE PROVIDED WITHIN PD 6691.
- 19. INSTALLATION OF ASPHALTIC SURFACES TO BE IN ACCORDANCE WITH BS 594987.
- 20. APPLICATION OF BOND COATS SHALL BE APPLIED IN COMPLIANCE WITH BS 594987 CI.5.5 AND APPLIED AT A UNIFORM RATE OF SPREAD. TACK COATS SHALL NOT BE ACCEPTED, UNLESS AGREED IN ADVANCE WITH THE ENGINEER.
- 21. COLD SURFACES OF ASPHALT AT TIE-INS TO BE CLEANED PRIOR TO APPLICATION OF BOND COAT TO ENSURE ADEQUATE COHESION OF NEW MATERIALS.
- 22. IN THE AREAS OF NEW CARRIAGEWAY CONSTRUCTION, WHERE THE WIDTH OF CARRIAGEWAY IS LESS THAN 1.0M, CONCRETE FILL TYPE ST1 / ST2 OR OTHER SIMILAR SPECIFICATION AS APPROVED BY MIDDLESBROUGH COUNCIL TO BE USED AS A REPLACEMENT FOR TYPE 1 SUBBASE.
- 23. CONFLICTING INFORMATION SHOWN ON THE ENGINEER'S DRAWINGS OR DISCREPANCIES BETWEEN THE INFORMATION GIVEN BY THE ENGINEER AND THAT PROVIDED BY OTHERS MUST BE REFERRED TO THE ENGINEER BEFORE THE WORKS COMMENCE.

UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

P02	31/07/24	NR	ISSUED FOR CLIENT APPROVAL	JS	PWW
P01	23/07/24	NR	ISSUE FOR COSTING	JS	PWW
DR	16/07/24	NR	DRAFT ISSUE		PWW
REV	DATE	BY	DESCRIPTION	CHK	APP

S2 - FOR INFORMATION



Amber Court, William Armstrong Drive, Newcastle upon Tyne, NE4 7YQ, UK T+ 44 (0) 191 226 2000, F+ 44 (0) 191 226 2104 wsp.com

CLIENT:



SITE/PROJECT:

NTS

LINTHORPE ROAD RESTORATION

TYPICAL HIGHWAY DETAILS

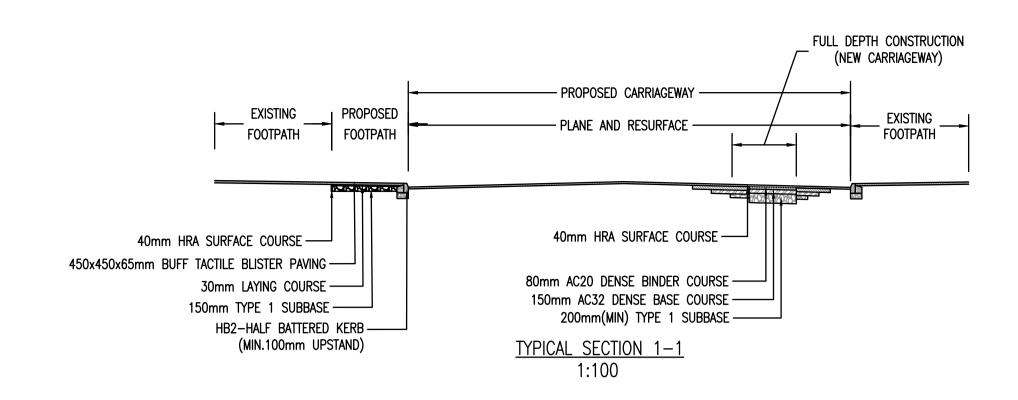
CHECKED: APPROVED: PWW

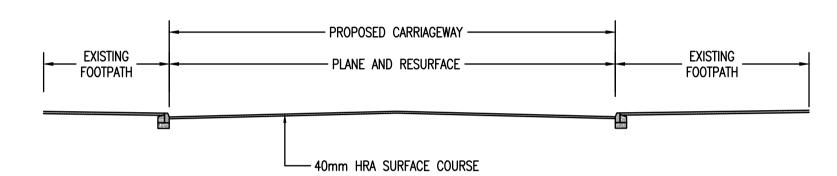
| DESIGNED: | DESIGNED: | DRAWN: | DATE: | DRAWN: | DATE: | DRAWNING NO: | DRAWNI

288933-WSP-XX-XX-DR-C-1111

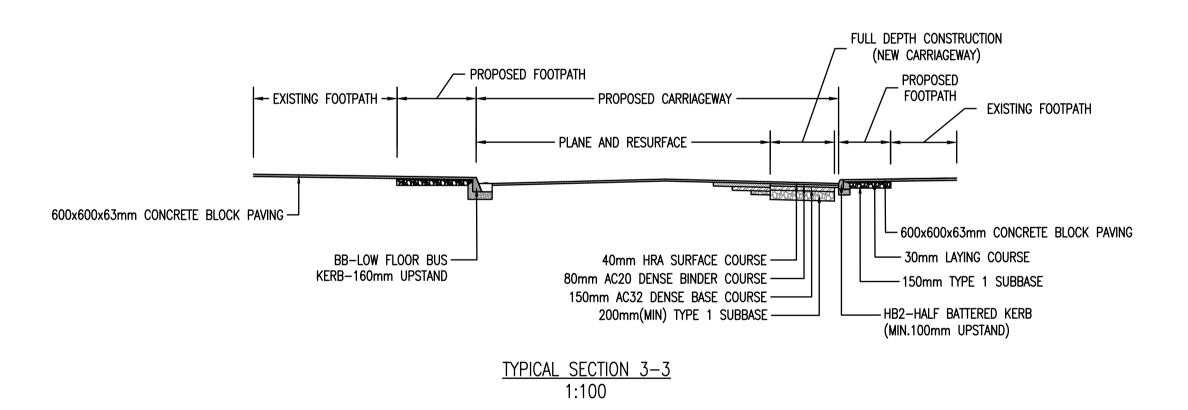
© WSP UK Ltd

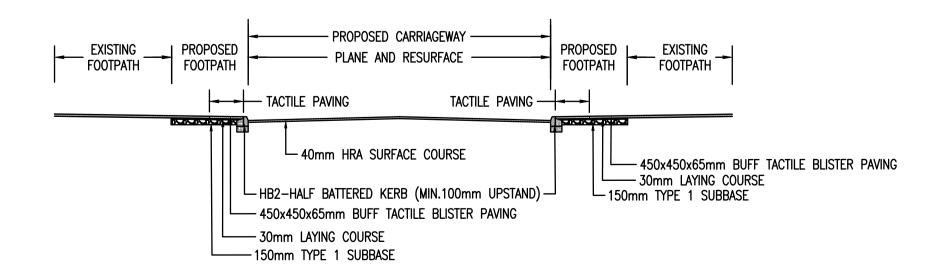
0365/2024UK288933 TVCA LINTHORPE ROAD RESTORATION - DOCUMENTS\03 WIP\CV CIVIL ENGINEERING\03 DRAWINGS\288933-WSP-XX-XX-DR-C-1111 - TYPICAL HIGHWAY DETAILS.DWG, printed on 29 July 2024 18:





TYPICAL SECTION 2-2 1:100





TYPICAL SECTION 4-4 1:100

# DO NOT SCALE

#### NOTES

- 1. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
- 2. FOR SECTION LOCATIONS, REFER DRAWING NO. 288933-WSP-XX-XX-DR-C-000101 000104.
- 3. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELEVANT DOCUMENTATION DRAWINGS AND STANDARD DETAILS BUT WITH PARTICULAR REFERENCE TO THE FOLLOWING 288933-WSP-XX-XX-DR-C-1101.

UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

P02	31/07/24	NR	ISSUED FOR CLIENT APPROVAL	JS	PWW	
P01	23/07/24	NR	ISSUE FOR COST ESTIMATE	JS	PWW	
DR	10/07/24	NR	DRAFT ISSUE	JS	PWW	
REV	DATE	BY	DESCRIPTION	CHK	APP	

## DRAWING STAT



Amber Court, William Armstrong Drive, Newcastle upon Tyne, NE4 7YQ, UK T+ 44 (0) 191 226 2000, F+ 44 (0) 191 226 2104 wsp.com

CLIENT:



SITE/PROJECT:

LINTHORPE ROAD RESTORATION

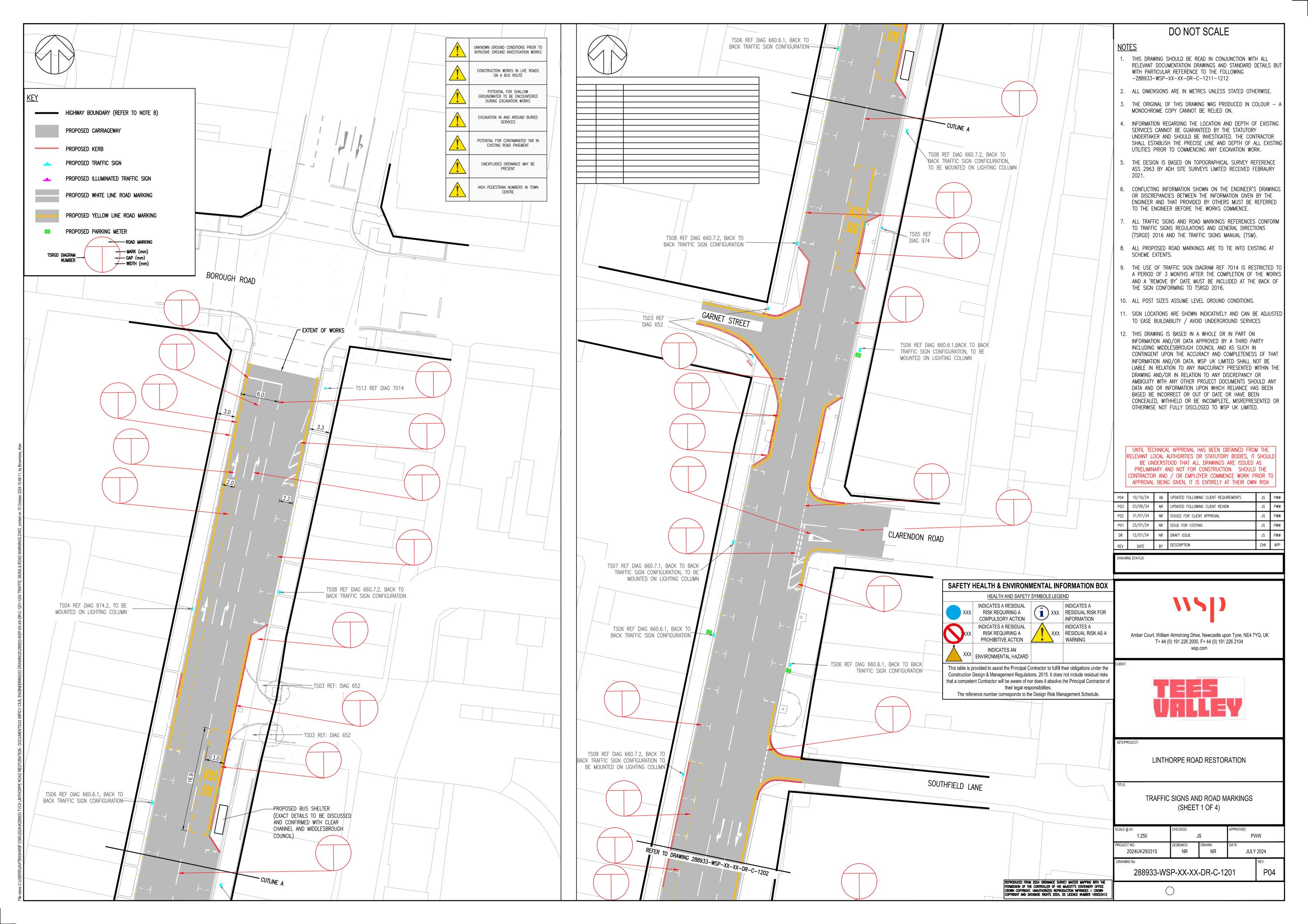
TLE:

TYPICAL HIGHWAY SECTIONS

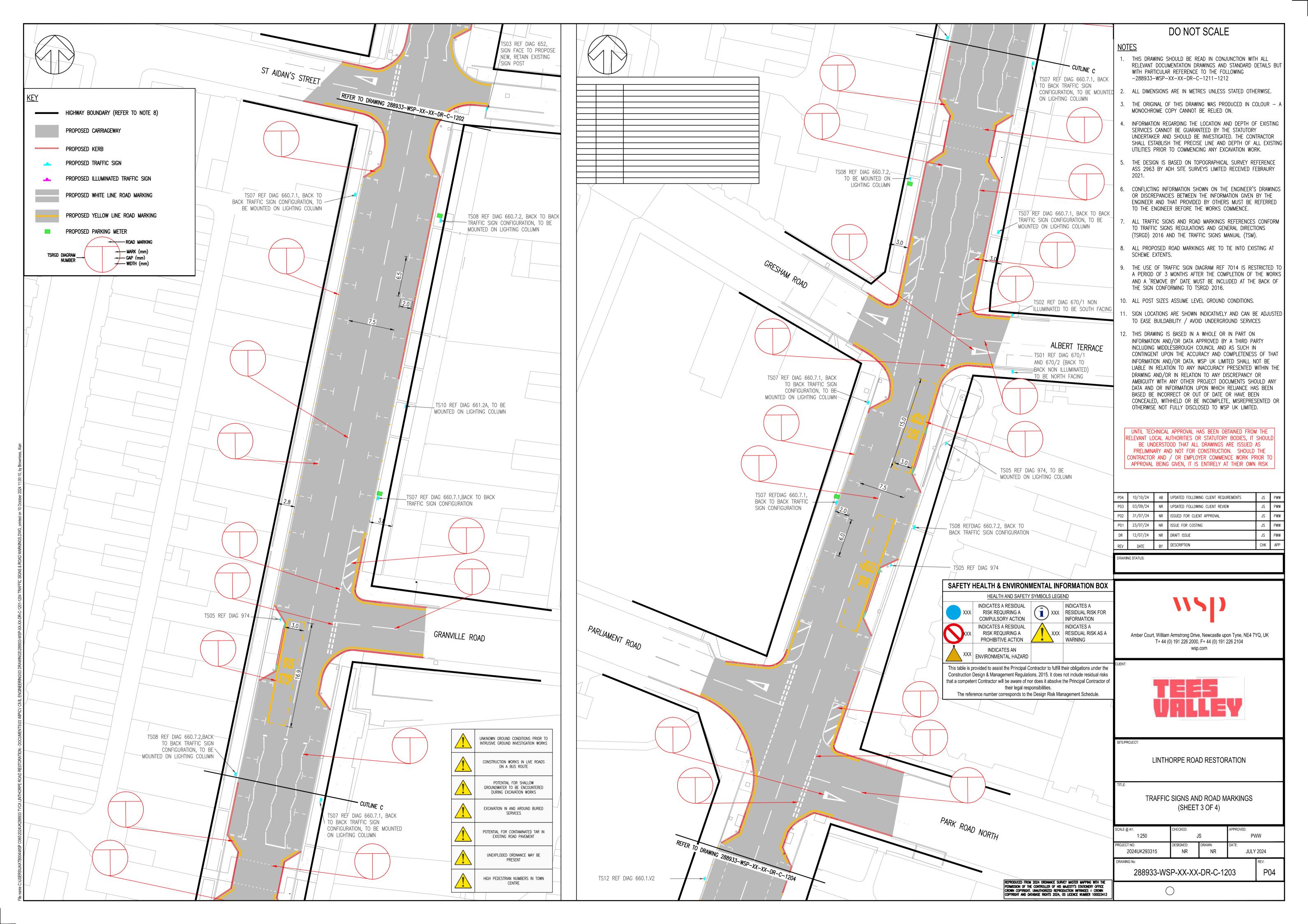
SCALL W AT.	CHLCKLD.		AFFROVED.		
AS SHOWN		JS	PWW		
PROJECT NO: 2024UK293315	DESIGNED: NR	DRAWN: NR	DATE: JULY	′ 2024	
DRAWING No:				REV:	

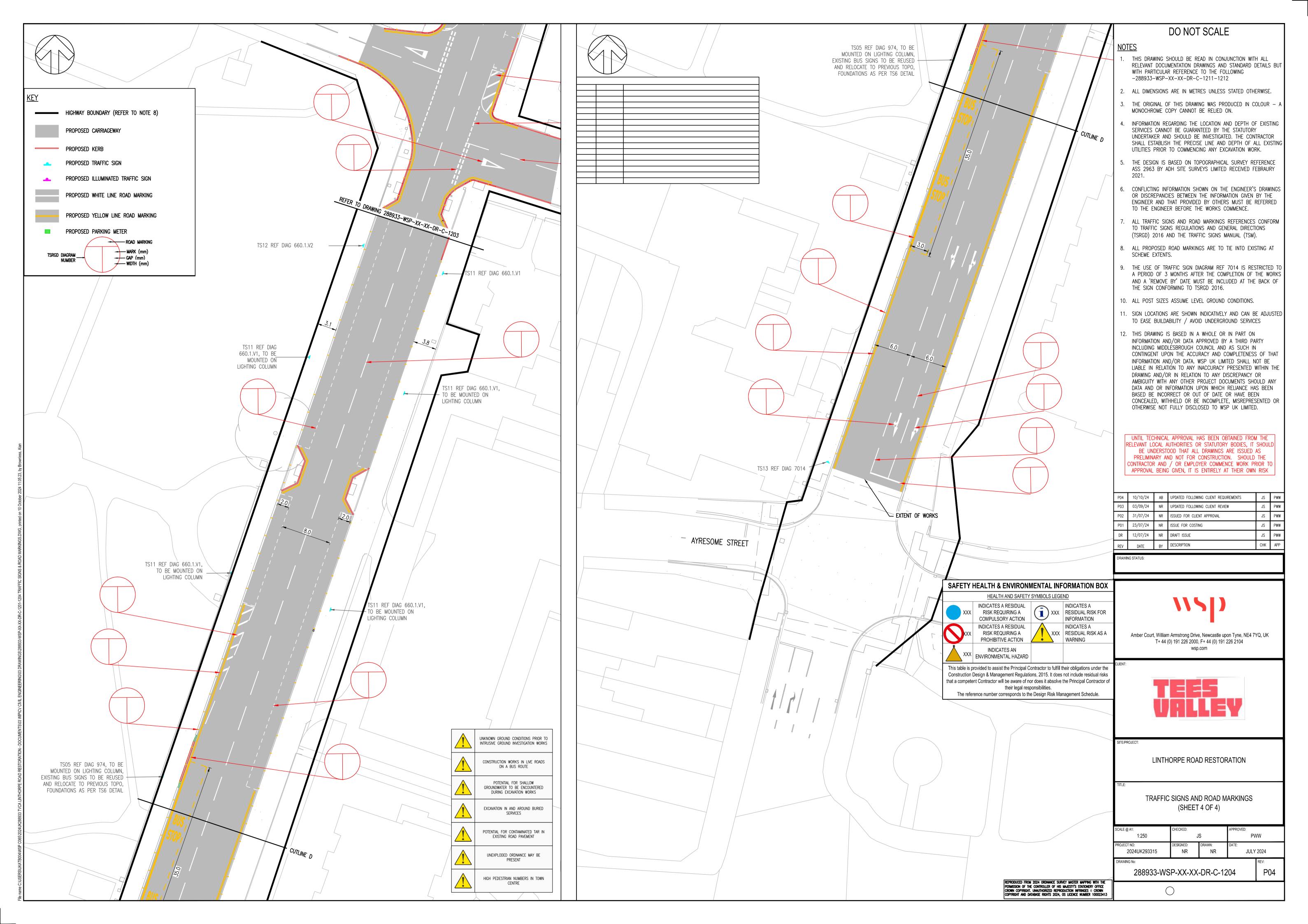
288933-WSP-XX-XX-DR-C-1112 P02

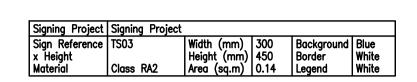


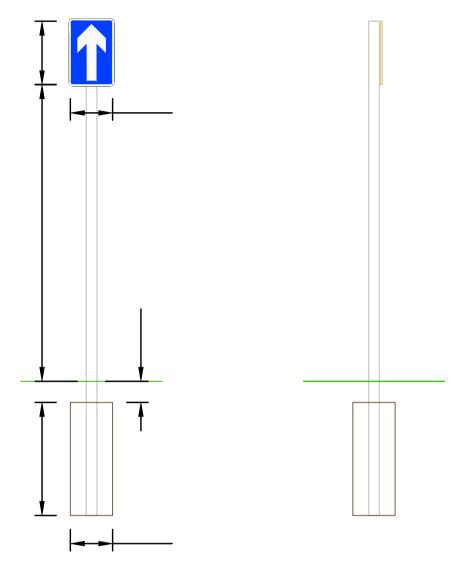








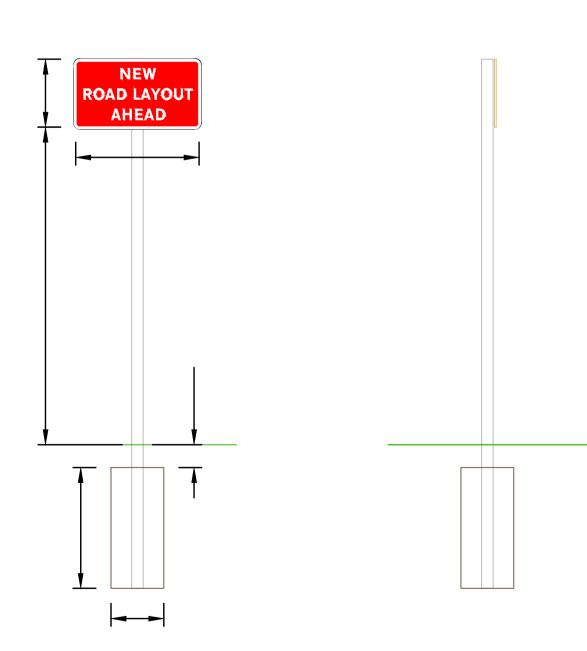




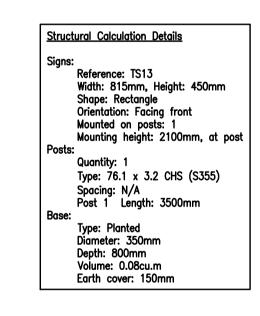
Structural Calculation Details	
Signs:	
Reference: TS03	
Width: 300mm, Height: 45	0mm
Shape: Rectangle	
Orientation: Facing front	
Mounted on posts: 1	
Mounting height: 2100mm,	at post
Posts:	
Quantity: 1	\
Type: 76.1 x 3.2 CHS (S3	55)
Spacing: N/A	
Post 1 Length: 3500mm	
Base:	
Type: Planted Diameter: 300mm	
Depth: 800mm	
Volume: 0.06cu.m	
Earth cover: 150mm	
Latar cover, 130mm	

Signing Project	Signing Project				
Sign Reference	TS13	Width (mm)	815	Background	Red
x Height	50.0	Height (mm)	450	Border	White
Material	Class RA2	Area (sq.m)	0.37	Legend	White

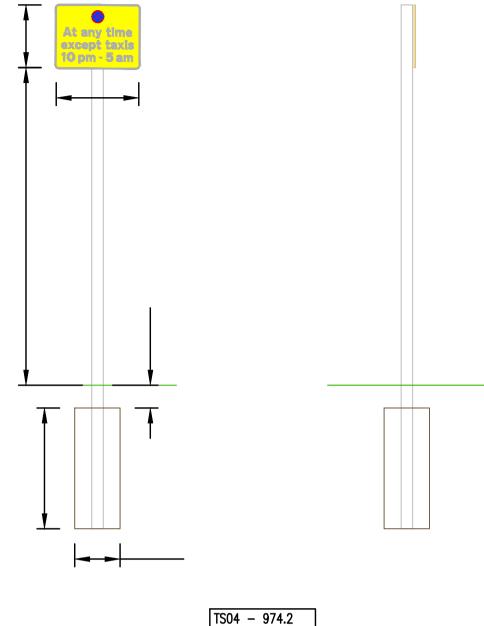
TS03 - 652



TS13 - 7014



SIGN SCHEDULE														
Sign Reference	TSRGD NO.	x Height	Width (mm)	Height (mm)	Area (m²)	Mounting height	Post quantity	Post type	Post 1 length	Base type	Base depth	Base volume	Earth cover	Illumination
TS02	670/1	100	600	600	0.28	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3770	Planted	800	0.06	150	Yes
TS04	974.2	40.0	545	415	0.23	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3465	Planted	800	0.06	150	No
TS05	974.2	40.0	590	465	0.27	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3515	Planted	800	0.06	150	No
TS06	660.6.1	15.0	280	455	0.13	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3505	Planted	800	0.06	150	No
TS07	660.7.1	15.0	280	505	0.14	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3555	Planted	800	0.06	150	No
TS08	660.7.2	15.0	280	505	0.14	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3555	Planted	800	0.06	150	No
TS09	660.7.3	15.0	280	505	0.14	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3555	Planted	800	0.06	150	No
TS10	661.2A	15.0	235	165	0.04	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3215	Planted	800	0.06	150	No
TS11	660.1.V1	15.0	270	195	0.05	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3245	Planted	800	0.06	150	No
TS12	660.1.V2	15.0	270	235	0.06	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3285	Planted	800	0.06	150	No
TS13	7014	50.0	815	450	0.37	2100mm, at post	1	76.1 x 3.2 CHS (S355)	3500	Planted	800	0.08	150	No



Structural Calculation Details ns:
Reference: TS04
Width: 545mm, Height: 415mm
Shape: Rectangle
Orientation: Facing front
Mounted on posts: 1
Mounting height: 2100mm, at post Type: 76.1 x 3.2 CHS (S355) Spacing: N/A Post 1 Length: 3465mm Type: Planted
Diameter: 300mm
Depth: 800mm
Volume: 0.06cu.m Earth cover: 150mm

> AB UPDATED FOLLOWING CLIENT REQUIREMENTS 10/10/24 ISSUED FOR CLIENT APPROVAL P01 23/07/24 NR ISSUE FOR COST ESTIMATE DR 15/07/24 NR DRAFT ISSUE

DO NOT SCALE

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.

3. WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RELEVANT B.S, MIDDLESBROUGH COUNCIL HIGHWAY DESIGN GUIDE AND DEPARTMENT OF TRANSPORTS 'SPECIFICATION FOR HIGHWAY WORKS', PUBLISHED BY HMSO. ALL SPECIFICATION CLAUSES REFER TO THIS DOCUMENT UNLESS OTHERWISE

4. ALL SETTING OUT IS TO BE AGREED WITH THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE WORKS.THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT

DRAWINGS OR DISCREPANCIES BETWEEN THE INFORMATION GIVEN BY THE ENGINEER AND THAT PROVIDED BY OTHERS MUST BE REFERRED TO THE ENGINEER BEFORE THE WORKS COMMENCE.

CONFLICTING INFORMATION SHOWN ON THE ENGINEER'S

4. TRAFFIC SIGNS & ROAD MARKING REFERENCES CONFORMS TO

LOCATION AND ORIENTATION OF SIGNS TO BE CONFIRMED WITH ENGINEERS REPRESENTATIVE PRIOR TO ERECTION ON SITE.

6. POST FOUNDATIONS SUBJECT TO FINAL DESIGN BY CONTRACTOR

SIGNAGE LOCATED WITHIN FOOTWAYS TO HAVE A MOUNTING

8. ALL ILLUMINATED SIGNS TO BE MOUNTED ON GALVANISED WIDE BASED POSTS WITH G1 FINISH KCC COASTAL SPECIFICATION AS

9. ALL SIGN LIGHTING UNITS TO BE LED LUA RANGE (TO INCLUDE

10. ALL ILLUMINATED AND NON-ILLUMINATED SIGN FACES TO BE

11. NON-ILLUMINATED TRAFFIC BOLLARDS TO BE METRO PLUS ANTI-TWIST (REFLEX BOLLARD) AS MANUFACTURED BY TMP.

PHOTOCELL): 3W FOR SMALL PLATES (600MM AND UNDER), 8W FOR LARGE PLATES (OVER 600MM) AS MANUFACTURED BY

5. SIGN POSITIONING AND SIZES ARE NOT TO SCALE, EXACT

DRAWINGS, SCHEDULES AND SPECIFICATIONS.

TSRGD 2016.

HEIGHT OF 2.3m;

SIMMONSIGNS.

CLASS 2 REFLECTIVE.

TO AVOID BURIED SERVICES.

MANUFACTURED BY STAINTON FABRIKAT.

2. ALL LEVELS ARE IN METRES ABOVE ORDNANCE DATUM.



Amber Court, William Armstrong Drive, Newcastle upon Tyne, NE4 7YQ, UK T+ 44 (0) 191 226 2000, F+ 44 (0) 191 226 2104



LINTHORPE ROAD RESTORATION

TRAFFIC SIGN DETAILS (SHEET 1 OF 3)

SCALE @ A1:	CHECKED:		APPROVED:		
NTS	,	JS	PWW		
PROJECT NO: 2024UK293315	DESIGNED: NR	drawn: NR	DATE: JULY	′ 2024	
DRAWING No:				DEV/·	

P03 288933-WSP-XX-XX-DR-C-1211

Inputs are: Funding Resources

What will be delivered

What will be the direct result of the activities (note outputs relevant to investment priority)

Results or changes produced by the intervention

## Inputs

(Funding/Resources)

TVCA funding £2,387,585

**Detailed Design** 

Advertisement of Traffic Regulation Orders

# Activities (Monitor)

Reinstatement of 47 parking spaces

Removal of 1km existing cycle way – in both directions

Reinstatement of previous TROs

## Outputs

(Quantify & Monitor)

47 pay & display parking spaces installed

Removal of street furniture within the carriageway

Realignment of highway, providing a more linear layout

Reinstatement of bus stops to previous location

#### Outcomes

(Monitor & Evaluate)

Eradicate all accidents associated with pedestrian conflict with cycle infrastructure

45,805 extra Pay and Display users

Reduction in vacant units

Greater satisfaction with highway users, including bus operators

Increased Pay and Display income of £84,913.94 p.a.

High Value VfM



Do not alter cells in this colour - automatic calculation

1		

#### **Direct Construction Costs**

Total cost	£2,387,585
Total	£591,455
Inflation	£305,937
Risk	£285,518
Total excl. Risk and Inflation	£1,796,130
Benefits Realisation Report	£30,000
Fees (design, construction PM, CDM)	£263,041
Overheads and Profits	£136,644
Main Contracters preliminaries and traffic management	£325,000
Indirect Construction Costs	
Allowance for traffic signals	£150,000
Base Construction Cost (Q2 2021 Prices)	£891,445



# Appendix 1

# **TVCA Equalities Impact Assessment**

Equality Impact Assessment (EqIA): Linthorpe Road Proposed Cycle Lane Removal

PART 1. OVERVIEW	
1.1 Decision Title: Name of policy/Project /Activity being assessed	Linthorpe Road Proposed Cycle Lane Removal
1.2 Date of Assessment	August 2024
1.3 Version number	1.0
1.4 Equality Analysis completed by: (Names & Job Titles)	Maisie Chadwick/ Emily Jones – WSP Communications & Engagement
1.5 Lead Director & Authoriser Senior Responsible Officer (if different)	TBC
1.6 Is the Activity: (Existing / Proposed / New)	Proposed
PART 2. PURPOSE AND SCOPE	
2.1 Summary of aims and objectives of the Decision (policy/funding/activity/event)	The Tees Valley Combined Authority (TVCA) is proposing the removal of the segregated cycle lane on Linthorpe Road. The cycle lane was introduced in 2022 but since then has received significant political opposition and negative feedback, particularly from businesses in the area. Safety concerns have also been raised.  Both the Mayor of Middlesbrough, Chris Cooke and Tees Valley Mayor, Ben Houchen have pledged to remove the cycle lane during their electoral campaigns.



The proposal is to remove the cycle lanes on Linthorpe Road and revert the road back to its original layout, including reinstating the onstreet parking and reopening side streets (with the exception of Victoria Road and King Edward Square which would remain closed). The current 20mph speed limit will be retained, and blue badge car parking will be retained on Waterloo Road, subject to Middlesbrough's Executive Approval.

The removal of the cycle lane and reinstatement of the previous road layout will be funded by the TVCA.

# **2.2** What involvement and consultation has been done in relation to this Decision? (e.g. with relevant groups and stakeholders)

Internal discussions between TVCA and Middlesbrough Borough Council (MBC), including with their Accessibility Officer representing the views of different groups and users needs across the authority. MBC's Accessibility Officer has reviewed and provided recommendations, which will be considered as part of the final design.

TVCA and MBC have also held discussions with political stakeholders, including Ben Houchen and Chris Cooke. The proposal is subject to approval by Middlesbrough's Executive Team with regards to which Traffic Regulation Orders (TROs) they would advertise.

Furthermore, the plans will be presented to Active Travel England's design review panel for consideration and review.

A public consultation on the proposal was held from 5 August 2024 to 2 September 2024. Following this, the detailed design and statutory consultation i.e. Traffic Regulation Orders (TROs) which are due to be concluded by the end of 2024, subject to MBC's Executive Committee.

An accessibility workshop was held on Tuesday 27 August 2024 with the RNIB (Royal National Institute of Blind People) in attendance. The workshop aimed to understand the impact of the proposal on those who are visually or partially sighted. It was noted at the workshop that the RNIB were in favour of the scheme's removal, however it is noted that further engagement will be required from other disability and seldom heard groups.

#### PART 3. ANALYSIS OF IMPACT ON PEOPLE

# 3.1 Who is affected by Decision (policy/funding activity/event)?

The cycle lane removal will impact several groups:

Residents will be affected as the proposals spans from Borough Road to Ayresome Street. There will be better access



to and from Linthorpe Road for motorists due to the reopening of some side roads.

Cyclists currently using the cycle lanes will be affected and will either need to cycle on the main carriageway with other vehicles or choose an alternative route, although it should be noted that the 20mph may remain, improving safety on the road for cyclists. Existing cycle parking will also be removed on Linthorpe Road and on side closed roads such as King Edward's Square.

Businesses on Linthorpe Road will be affected, as there will be increased parking and vehicle access. There will be more loading bay availability. This could lead to a boost in the local economy and an increase in footfall along the route.

The removal of the bus islands will remove potential conflicts between cyclists, pedestrians and bus users. However, the existing infrastructure has been designed to LTN1/20 standard.

Pedestrians on Linthorpe Road will benefit from some areas of widened footways and narrowed crossing distances. The ambiance of the road for pedestrians may be negatively impacted due to increased numbers of on street parking. Staff and students at Teesside University traveling by car on Linthorpe Road may be affected by longer travel times, especially when accessing Clarendon car park.

Staff and users of the One Life Medical Centre by Ayresome Gardens may be impacted. The impacts will depend on their current mode of travel, but with the removal of the bus islands, journeys on the road will be improved.

All road users will be affected during the construction phase, although this will be mitigated through appropriate work times and construction methods wherever possible.

#### PART 4. RESPONSE TO ANALYSIS, ACTION PLAN AND MONITORING

4.1 What are the arrangements for of the Decision (policy/funding activity/event)?

TVCA will conduct regular progress reviews throughout the project's monitoring and reviewing the actual impact design, implementation, monitoring and evaluation period. These reviews will assess whether the project is meeting its key objectives, including providing better access to businesses, boosting trade, and



supporting the local economy. Reviews will consider the impacts on all interests including residents, businesses and road users by mode. SMART objectives will be developed and will be monitored post-delivery in line with the key objectives.

Monitoring is anticipated to include:

Traffic counts which will be undertaken pre- and post-delivery in order to measure the impact in terms of modes used. This will include pedestrian, traffic and cycle counts.

Parking surveys including parking accumulation and turn over/duration surveys.

Accident levels pre- and post-delivery – including pedestrian/cycle accidents not only vehicle accidents. Information on business turn over and vacancy rates will be considered alongside feedback from the businesses themselves. This is to be considered in the context of wider economic trends.



PART 5: DATA								
Baseline Table		Englan d %	Tees Valley %	Darlin g-ton %	Hartle -pool %	Middl es- broug h %	Redcar & Clevel and %	Stockt on-on- Tees %
Census 2021 da								
Age	0-15	18.6	19.2	18.3	19.1	20.8	17.7	19.6
	16-64	63.0	61.1	61.3	61.1	62.4	59.0	61.5
	65+	18.4	19.7	20.4	19.7	16.8	23.3	18.9
Disability in household	No long-term disability	68.0	63.4	66.2	60.3	62.8	61.7	64.9
	Long-term disability	32.0	36.6	33.8	39.7	37.2	38.3	35.1
Gender (sex)	Male	49.0	48.9	48.9	48.4	49.3	48.4	49.1
	Female	51.0	51.1	51.1	51.6	50.7	51.6	50.9
Marriage / Civil partnership	Married or in civil partnership	44.7	43.3	44.2	42.3	39.4	44.0	45.6
	Single / other	55.3	56.7	55.8	57.7	60.6	56.0	54.4
Race / ethnicity	Asian / Asian British / Asian Welsh	9.6	4.4	2.8	1.7	10.5	0.8	4.6
	Black / Black British / Black Welsh / Caribbean or African	4.2	1.1	0.7	0.5	2.7	0.2	1.1
	Mixed / Multiple ethnic groups	3.0	1.3	1.4	0.7	2.1	0.9	1.4
	White	81.0	92.1	94.4	96.5	82.4	97.7	92.0
	Other ethnic group	2.2	1.1	0.9	0.6	2.4	0.4	0.8
Religion /	No religion	36.7	39.0	39.7	40.1	36.4	40.2	39.1
belief	Christian	46.3	50.7	52.1	52.5	46.0	53.0	51.1
	Buddhist	0.5	0.3	0.3	0.2	0.3	0.2	0.3
	Hindu	1.8	0.5	0.4	0.2	1.0	0.1	0.4
	Jewish	0.5	0.0	0.0	0.0	0.0	0.0	0.0
	Muslim	6.7	3.8	1.7	1.3	10.2	0.7	3.4
	Sikh	0.9	0.3	0.4	0.2	0.4	0.1	0.4



	Other religion	0.6	0.3	0.4	0.3	0.3	0.4	0.3
	Not answered	6.0	5.2	4.9	5.1	5.3	5.3	5.0
Sexual Orientation	Straight or heterosexual	89.4	91.0	91.4	91.1	89.5	91.3	91.6
	Gay or lesbian	1.5	1.5	1.5	1.5	1.6	1.3	1.4
	Bisexual	1.3	1.0	1.1	1.0	1.2	0.9	0.9
	All other orientations	0.3	0.3	0.3	0.2	0.4	0.2	0.2
	Not answered	7.5	6.2	5.7	6.1	7.3	6.3	5.9
ONS and IMD da	ata							
Socio- economic	IMD average rank score	N/A	N/A	18284 .63	22581. 98	23729 .10	20348. 40	17541. 72
status	IMD Proportion of LSOAs in most deprived decile rank (out of 317 local authority areas)	N/A	most depriv ed LEP area out of 38	47 <sup>th</sup> most depriv ed	10 <sup>th</sup> most depriv ed	Most depriv ed distric t in Englan d	29 <sup>th</sup> most depriv ed	39 <sup>th</sup> most depriv ed
	16+ Unemploymen t rate % (Jul'22-Jun'23)	3.8	3.7	2.5	4.9	5.6	2.4	3.5
	Median F/T weekly wage £ (2022)	645.8	580.4	558.2	593.7	555.0	568.4	609.4

Source: ONS, Census 2021, IMD 2019



PART 6: IMPAC	T ASSESSMENT	BY COHORT	
Cohort: Protected Group/ Other	Impact effect (Positive/ Negative/ Neutral)	Please explain the identified impact(s) Provide examples, relate to any evidence/data used	Measures that will be taken to mitigate negative impacts, and/or maximise opportunities
Age	Neutral	People of all ages travelling by car/taxi will be able to park on Linthorpe Road or be dropped off/ picked up by taxis more easily. They will benefit from better access to the businesses / properties along the route.  Older people travelling by car and using businesses or services on Linthorpe Road may benefit from the increase in	alternative means for older people to engage with the consultation process.  Maintain clear communication throughout consultation and moving into next design stage – not just relying on
		available parking, improved access from side roads and increased taxi drop off and rank availability. This group may also benefit from the simplification of the road layout including the removal of floating bus stops.	available upon telephone or email
		Younger people are more likely to cycle and therefore could be negatively impacted by the proposed removal of the cycle lane.	
Disability	Positive and Negative	The proposal will allow for closer on street parking (and drop off/pick up facilities) to many of the local businesses, making them more accessible for people with mobility impairments. (Though noting that these are not currently proposed to be blue badge parking spaces, but general	TVCA held a workshop with the RNIB to understand the accessibility requirements of people with visual impairments. The Access Officer at Middlesbrough Council has reviewed the proposals and provided comments.  The feedback has been taken on board
		parking).  The floating bus stops have been raised as an issue by people with sensory impairments. The proposed removal of these could lead to improved safety and a perceived benefit by these user groups.	and the groups engaged will be kept up to date with information on the design and site works going forward in order that any further concerns can be considered.  Engage with further disability user groups to ensure views of others with differing needs within the community are considered and heard.



		Removal of the orcas and fixings that formed the segregation of the cycle lane may benefit those with sensory (particularly visual) impairments where people found these difficult to cross and a trip hazard.  Physically impaired people walking along	
		Linthorpe Road may benefit from the pedestrian crossings and appropriate tactile features at crossing points resulting in shorter crossing distances.	
		The proposals may negatively impact cyclists including those who with physical, sensory, intellectual impairments, hidden disabilities and other conditions where users may prefer a segregated cycle route for safety rather than mixing with general traffic.	
		The increase in parking availability and focus on vehicular traffic resulting from the cycle lane removal may lead to increased traffic levels. This could make the road and side streets less permeable for pedestrians, particularly impacting those with mobility difficulties.	
Gender (Sex)	Slight negative	prefer segregated cycle lanes and are more likely to cycle where these are in place, compared to men. With the proposed removal of the cycle lane, women may feel less safe when cycling and may be less likely to cycle at all without dedicated cycle lanes in place on this busy route.	Engage with community groups including women's and cycling groups as the scheme progresses to provide information and ensure any concerns are considered and mitigated where necessary.
Gender reassignment	Neutral	No specific impact identified. The proposals will not discriminate in any way based on gender reassignment.	No specific mitigations
Marriage or civil partnership	Neutral	No specific impact identified. The proposals will not discriminate in any way based on marriage or civil partnership.	No specific mitigations
Pregnancy and maternity	Neutral	No specific impact identified. The proposal allows for closer parking to local businesses, making them more	No specific mitigations



		<u> </u>	
Race / Ethnicity	Neutral	proposals will not discriminate in any way based on race or ethnicity.	Engage with community groups as the scheme progresses to provide information and ensure any concerns are considered and mitigated where necessary.
Religion / belief	Neutral	No specific impact identified. The proposals will not discriminate in any way based on religion or belief. There are no places of worship directly	Engage with local places of worship as the scheme progresses to provide information and ensure any concerns are considered and mitigated where necessary.
Sexual orientation	Neutral		
•	Positive and Negative	communities are negatively impacted.  Those who do own or use a car or taxi to access businesses on Linthorpe Road may benefit from easier side road access, additional parking and drop off spaces.	the scheme progresses to provide information and ensure any concerns are considered and mitigated where necessary.
Other (please state)		,	



PART 7: EVALUATION & AUTHORISATION	
Question	Summary & Recommendation
Is it possible the proposed Decision (policy/funding activity/event) or activity could discriminate or unfairly disadvantage people?	There is the potential for the proposals to impact some protected groups, but measures to mitigate any potential impacts are being taken.
	This includes a workshop with the RNIB and establishing an Accessibility Working Group to gather views from accessibility and community groups in the area.
	The proposals will meet design guidance, as well as appropriate standards for disadvantaged people. Through future schemes, we will also connect Linthorpe and Acklam with the National Cycling Route at Emmerson Ave/Keith Road. This route allows for direct connections into Middlesbrough Town Centre and beyond.
	Ongoing engagement with the local community including those with protected characteristics through the detailed design and implementation will be required in order to ensure that any issues raised can be responded to and actioned. This engagement must include outreach via key community representatives and groups to ensure hard to reach communities are aware of the proposed changes and programme for implementation.

For completion by the Lead Director (Authoriser)
Please identify the Option selected from below:



Option 1. ⊠	Proceed with no major changes, with any small changes explained in the action plan at the end of the template
Option 2. □	Continue despite negative implications - because these are proportionate and cannot be avoided or mitigated, with the overall outcome important and overwhelmingly positive
Option 3.	Adjust the proposal – there are some negative outcomes but you have identified actions to mitigate these - explain these in the action plan; or
Option 4.	Do not proceed – you have identified major problems with serious impacts that cannot be avoided.
_	

Will this EqIA be published?	☐ Yes
(EqIAs should always be published alongside	□ No
relevant piece of work e.g. Cabinet papers,	If no, provide rationale:
strategy and policy documents, calls and events)	
Date completed	25/10/2024
Review date (if applicable)	
Lead Director (signature)	
	Tan Bryst.

### EqIA ACTION PLAN: Linthorpe Road Cycleway Removal August 2024

Task No	Task Description	Task Owner	Completion Date	Outcome
INO		Owner	Date	
1	Engage with Middlesbrough Borough Councils	BD	August 24	Added to stakeholder
	Accessibility Officer on the proposals.			matrix, will consult on future
				Middlesbrough projects
2	Hold workshop with RNIB to understand impact	BD	August 24	Tied feedback into
	on blind and partially sighted community.			consultation. Setting up a
				Guided Walk for TPOG to
				increase awareness of those
				visually impaired.
3	Complete further community outreach via	TVCA	In Progress	
	community groups and representatives to			



	ensure all protected groups and those with			
	differing access needs have opportunity to raise			
	concerns or support prior to scheme being			
	implemented.			
4	Ensure local communities including protected	TVCA	In Progress	
	groups are kept up to date with progress			
	through design and construction.			
5	Engage with ATE to mitigate potential impacts	TVCA	In Progress	
	for protected groups and cyclists more			
	generally.			



# Linthorpe Road Cycle Lane Removal Consultation Summary

#### Introduction

Both the Middlesbrough Mayor Chris Cooke and the Tees Valley Mayor Ben Houchen have pledged to remove the Linthorpe Road cycle lane. On August 1 2024, the Tees Valley Combined Authority (TVCA) launched a consultation, running until September 2, to seek public views on the removal. The consultation proposed removing the cycle lanes between Borough Road and Ayresome Street, returning the road to its original layout, including reinstating car parking and bus stop locations, whilst maintaining the closure of Victoria Road.

#### Objectives and Approach

The objective of the consultation on the Linthorpe Road Cycle Lane removal is to gather public feedback on the proposed plan to return the road to its original layout. The plan aims to reinstate the previous road layout, which would restore parking spaces and improve access for businesses. The consultation seeks to understand public opinion on the impact of these changes on road users, residents, businesses, and the local economy.

TVCA has promoted and shared the consultation in a variety of ways to encourage local communities to respond and feedback:

Consultation information and survey available online via the Tees Valley Combined Authority website

Social media content shared by TVCA Political Briefing Notes Bus Operator Briefing Notes Stakeholder briefings held (where requested)

#### Feedback

#### Online Survey:

A consultation page was hosted on the TVCA website with information about the proposal. The page also featured a survey for public feedback. As part of our wider transport consultation occurring at the same time, we also received a number of responses regarding the Linthorpe Road cycle lane, all of which have been included in this report, resulting in a total of 390 responses.

1. When asked "Are you responding as....?" the public responded with the following:

A resident of Middlesbrough: 59.2%

A Tees Valley resident living outside of Middlesbrough: 28.2%

A resident from outside the Tees Valley: 3.1% A business owner or representative: 6.9%

A representative of a local community group or residents' association: 0.3% On behalf of an educational establishment, such as a school or college: 0.5%



On behalf of a charity, voluntary or community sector organisation (VCS): 1.3% Other (please specify): 2.3%

2. When asked "How can we improve Linthorpe Road?" the public responded with the following:

Return to its layout as it was before the cycle lanes and pedestrian changes were made in September 2022: **55.21%** 

Return to its layout but keeping the closures of all side streets, except for Victoria Road: 6.29%

Return to its layout with some side streets remaining closed: 9.20%

Keep it as it is now: 17.92% Other (please specify): 11.38%

The survey responses show 70.7% support the removal of the cycle lanes on Linthorpe Road, with some differences of view regarding side street closures, as shown in the above.

(390 responses, 0 skipped this question).

3. When asked "Car parking spaces were removed as part of the cycleway scheme. Would you like to see parking and/or loading space on Linthorpe Road reinstated?" the public responded with the following:

Yes: **72.82%** No: **27.18%** 

(390 responses, 0 skipped this question).

4. When asked "Please let us know what you think of the plan to remove the cycle lanes and reinstate the road" the public were provided with an open text box for comments. When reviewing these comments, we categorised each as either supporting or opposing the proposal:

Remove Linthorpe Road Cycle Lane: 74.5% Keep Linthorpe Road Cycle Lane: 23.8%

Not Applicable: 1.6%

Reoccurring themes which were mentioned in responses include:

Business owners state that the cycle lanes reduce car parking, affecting trade, loading and delivery.

Comments that the cycle lanes have worsened traffic congestion. The reduction in road width and changes to bus stop designs have led to longer delays and difficulties for drivers, particularly during peak hours.

Comments that the cycle lane's layout is said to obstruct emergency vehicles, making it harder for them to access Linthorpe Road.

Comments the cycle lanes are not well-used compared to the disruption they cause.

Comments about the cycle lane's role in improving cyclist safety and encouraging active travel. Comments that cycle lanes promote health and environmental goals, benefiting Middlesbrough's residents in the long run.

Comments that other countries show that well-designed cycle lanes can enhance local economies and public health.

Some comments include fixing current issues rather than removing the cycle lanes.



5. When asked "Are there any existing safety concerns you would like to see addressed?" the public responded with the following:

The responses highlight concerns regarding safety and functionality of the current road layout and pedestrian infrastructure, key issues include:

Many responses mention that the scheme previously used orcas to maintain segregation from road users and pedestrians. Responses highlight the orcas as hazards for pedestrians, especially the elderly and those with mobility issues.

Concerns about narrow road lanes, confusing layouts, and the impact on emergency vehicles were also frequently raised.

While some responses appreciate the intention behind the cycle lanes, others argue that the design is flawed, leading to dangerous situations for both cyclists and pedestrians. Issues such as illegal parking in cycle lanes and cyclists using footpaths.

There is widespread concern about pedestrians inadvertently entering cycle lanes and the risk posed by cyclists riding on pavements despite having designated lanes.

Responses suggest various solutions, such as more crossings, better signage, speed restrictions, and improved enforcement of parking regulations. Some comments suggest a return to the previous road layout, while others propose modifications to enhance safety for all users.

(313 responses, 77 skipped this question).

6. When asked "Is there anything else you would like to tell us?" the public responded with the following:

There are recurring themes regarding improving the Middlesbrough and Linthorpe area, concerns about safety and making the area better.

Several responses felt that removing the scheme would improve business and or that businesses have been negatively impacted by the scheme.

A number of comments included looking at how pedestrians use Linthorpe road, including pavement space being cluttered and not enough space or consideration of pedestrians in the designs.

Responses also noted to improve layouts and consideration of one-way streets in the area, alongside traffic calming, signage and 20 mph and loading zones during key times.

There were comments both for and against increasing and removing parking; more respondents requested easier access and additional parking, but some noted that there is sufficient parking in the area; while others requested the scheme to be improved for public transport and taxis.

Other responses included concerns about enforcement of parking issues, safe bike storage, safety for cycle delivery, elderly mobility issues, and access for emergency vehicles.



Several responses raised concerns pertaining to the cost of building and the subsequent removal costs of the scheme.

Consultation, evidence and business case processes were raised as concerns.

More promotion of active travel was raised as well as concerns that removing a scheme benefiting more active travel would adversely affect the health and well-being of residents.

(270 responses, 120 skipped this question).

#### **Bus Operators:**

TVCA shared a briefing note outlining the proposal to remove the cycle lanes on Linthorpe Road with both Stagecoach and Arriva, the operators of bus services along this route. Stagecoach strongly advocated for the removal of the cycle lane, citing significant delays to their services entering Middlesbrough due to the current road layout.

The operators support reinstating key bus stops, including at The Crown/King Edward Square, Granville Road, and outside One Life Medical Centre, with recommendations to consolidate stops into double-length ones for improved traffic flow and accessibility. They also urge a return to a wider highway gauge to address safety concerns.

#### Conclusion

The online survey results show a strong public preference (70.7%) for removing the Linthorpe Road cycle lanes, with some variation in opinions on side street closures. A significant majority (72.82%) also support reinstating parking and loading spaces along the route. Most respondents advocate for removing the cycle lanes, citing negative impacts on traffic, emergency vehicle access, and businesses. Additionally, concerns about pedestrian safety and the flawed design of the cycle lanes were highlighted, with suggestions for better signage and road layouts. Bus operators echo these concerns, pointing to service delays and safety issues due to the current road layout.

#### Further information

For additional information on the proposal or the consultation activities please contact: <a href="mailto:consultations@teesvalley-ca.gov.uk">consultations@teesvalley-ca.gov.uk</a>

#### **Document & Drawing Issue Sheet**

Project No: 2024UK288933

Project Name: TVCA Linthorpe Road Restoration

Date of Issue: 10-Oct-2024
Purpose of Issue: Client Approval

Method of Issue Email
Number of items Issued: 28
Format of Issue: PDF
Service: DI



Issued to:	No of Recipients:	1
Company	Name	Position/Function
Tees Valley Combined Authority	Craig MacLennan	

Dwg/Doc Number	Title	Scale	Size	Revision
288933-WSP-XX-XX-DR-C-0101	General Arrangement (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0102	General Arrangement (Sheet 2 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0103	General Arrangement (Sheet 3 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0104	General Arrangement (Sheet 4 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0151	Setting Out (Sheet 1 of 4)	1:250	A1	P02
288933-WSP-XX-XX-DR-C-0152	Setting Out (Sheet 2 of 4)	1:250	A1	P02
288933-WSP-XX-XX-DR-C-0153	Setting Out (Sheet 3 of 4)	1:250	A1	P02
288933-WSP-XX-XX-DR-C-0154	Setting Out (Sheet 4 of 4)	1:250	A1	P02
288933-WSP-XX-XX-DR-C-0155	Setting Out	1:250	A1	P02
288933-WSP-XX-XX-DR-C-0201	Site Clearance (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0202	Site Clearance (Sheet 2 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0203	Site Clearance (Sheet 3 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0204	Site Clearance (Sheet 4 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0501	Drainage Layout (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0502	Drainage Layout (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0503	Drainage Layout (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-0504	Drainage Layout (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1101	Kerbs, Footways & Paved Areas (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1102	Kerbs, Footways & Paved Areas (Sheet 2 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1103	Kerbs, Footways & Paved Areas (Sheet 3 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1104	Kerbs, Footways & Paved Areas (Sheet 4 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1201	Traffic Signs & Road Markings (Sheet 1 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1202	Traffic Signs & Road Markings (Sheet 2 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1203	Traffic Signs & Road Markings (Sheet 3 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1204	Traffic Signs & Road Markings (Sheet 4 of 4)	1:250	A1	P04
288933-WSP-XX-XX-DR-C-1211	Traffic Sign Details (Sheet 1 of 3)	NTS	A1	P03
288933-WSP-XX-XX-DR-C-1212	Traffic Sign Details (Sheet 2 of 3)	NTS	A1	P03
288933-WSP-XX-XX-DR-C-1213	Traffic Sign Details (Sheet 3 of 3)	NTS	A1	P03







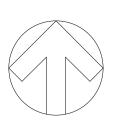












Point #	Northing	Easting
P001	1705899.267	1474266.066
P002	1705886.984	1474263.484
P005	1705839.340	1474285.629
P006	1705813.889	1474280.274
P007	1705805.309	1474285.756
P008	1705739.651	1474264.493
P009	1705713.180	1474258.896
P010	1705704.543	1474264.467
P011	1705726.487	1474229.766
P012	1705719.102	1474235.324
P013	1705695.890	1474230.489
P014	1705691.781	1474222.462
P015	1705743.733	1474272.722
P016	1705691.463	1474210.486
P017	1705686.410	1474175.688
P018	1705684.990	1474182.007
P019	1705682.271	1474190.001
P020	1705678.655	1474197.634
P021	1705672.926	1474204.497
P022	1705660.874	1474213.411
P023	1705647.707	1474218.338
P024	1705643.477	1474218.893
P025	1705632.333	1474216.861
P026	1705620.674	1474214.418
P027	1705616.408	1474213.532
P028	1705610.941	1474205.295
P029	1705647.323	1474252.759
P030	1705641.877	1474243.776
P031	1705627.153	1474240.646
P032	1705615.511	1474238.171
P033	1705603.038	1474235.520
P034	1705596.759	1474236.734
P035	1705593.413	1474241.353
P036	1705592.320	1474245.769
P037	1705591.462	1474253.702
P038	1705454.687	1474171.993
P039	1705389.046	1474158.023
P040	1705469.006	1474214.697
P041	1705467.063	1474214.496
P042	1705460.058	1474217.892
P043	1705458.149	1474222.482
P044	1705457.002	1474232.348
P045	1705444.379	1474231.192
P046	1705445.486	1474220.978
P047	1705445.300	1474215.576
P048	1705441.775	1474210.231
P049	1705435.048	1474207.434
P050	1705182.272	1474153.714
P051	1705113.584	1474139.184
P052	1705117.832	1474100.979
P053	1705064.010	1474089.721
P054	1705044.708	1474085.726
P055	1705034.411	1474083.632
P056	1705087.601	1474133.667
P057	1705081.752	1474125.093
P058	1705055.216	1474119.514
P059	1705046.191	1474124.914
P060	1705012.259	1474079.075
P061	1704999.160	1474076.349
P062	1704987.175	1474112.669
P063	1704982.148	1474104.755
P064	1704976.236	1474103.543
P065	1704953.656	1474098.963
P066	1704878.485	1474083.389
P067	1704869.624	1474089.761
P068	1704758.736	1474012.768
P069	1704756.514	1474021.941
P070	1704744.618	1474029.185

Point #	Northing	Easting
P071	1704727.889	1474027.811
P072	1704716.285	1474025.388
P073	1704661.151	1474013.952
P074	1704653.847	1474010.612
P075	1704648.593	1474004.198
P076	1704646.798	1473999.283
P077	1704648.114	1473991.631
P078	1704650.561	1473980.286
P079	1704760.479	1474067.016
P080	1704734.048	1474061.477
P081	1704730.198	1474053.861
P082	1704725.821	1474052.973
P083	1704711.260	1474050.021
P084	1704708.602	1474049.482
P085	1704702.505	1474055.049
P086	1704668.004	1474047.806
P087	1704663.463	1474039.105
P088	1704627.314	1474057.753
P089	1704628.017	1474050.877
P090	1704628.007	1474044.643
P091	1704626.158	1474038.920
P092	1704624.405	1474036.067
P093	1704612.415	1474028.456
P094	1704600.578	1474026.098
P095	1704589.823	1474031.652
P095	1704483.641	1474009.726
P096 P097	1704463.641	1474009.726
P098	1704624.512	1473986.671
P099	1704622.654	1473993.598
P100	1704619.247	1473998.500
P101	1704616.805	1474000.437
P102	1704605.171	1474002.568
P103	1704595.766	1474000.582
P104	1704589.717	1473991.595
P105	1704399.005	1473992.261
P106	1704374.691	1473987.253
P107	1704368.224	1473988.412
P108	1704365.360	1474000.486
P109	1704362.771	1474024.441
P110	1704336.674	1474022.862
P111	1704340.596	1473985.041
P112	1704337.443	1473977.301
P113	1704332.379	1473972.134
P114	1704325.575	1473969.349
P115	1704317.188	1473967.664
P116	1704308.866	1473973.611
P117	1704364.026	1473944.809
P118	1704354.788	1473950.375
P119	1704329.444	1473945.247
P120	1704324.363	1473936.698
P121	1704270.411	1473925.489
P122	1704243.072	1473919.803
P123	1704233.747	1473925.519
P124	1704214.901	1473921.836
P125	1704208.676	1473912.790
P126	1704141.229	1473898.674
P127	1704134.271	1473895.100
P128	1704136.130	1473888.033
P129	1704140.185	1473881.406
P130	1704140.183	1473958.224
P131	1704234.189	1473936.224
P132	1704209.776	1473945.527
P133	1704199.544	1473951.128
P134	1704135.199	1473937.745
P135	1704130.241	1473937.844
P136	1704128.426	1473946.326
P137	1704127.527	1473957.166
P138	1704101.300	1473947.841
P139	1704101.415	1473946.267
	1	

# DO NOT SCALE

1. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELATED DOCUMENTATION, DRAWINGS AND STANDARD DETAILS.

2. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.

FOIIIL #	Nor trillig	Eusting
P141	1704100.360	1473927.657
P142	1704099.355	1473925.964
P143	1704090.712	1473919.525
P144	1704069.213	1473912.863
P145	1704044.873	1473905.064
P146	1704035.143	1473909.585
P147	1704113.208	1473874.260
P148	1704110.472	1473878.993
P149	17041105.244	1473886.467
P150	1704099.651	1473891.466
P151	1704095.068	1473893.372
P152	1704084.501	1473892.935
P153	1704079.290	1473882.985
P154	1704077.168	1473882.307
P155	1703999.991	1473897.677
P156	1703995.574	1473888.312
P157	1703968.898	1473879.290
P158	1703959.476	1473883.628
P159	1703940.739	1473877.157
P160	1703906.181	1473865.280
P161	1703899.802	1473864.120
P162	1703898.128	1473866.063
P163	1703896.647	1473872.067
P164	1703887.154	1473900.911
P165	1703952.214	1473839.436
P166	1703944.915	1473834.542
P167	1703943.622	1473826.847
P168	1703945.784	1473806.885
P169	1703931.812	1473783.038
P170	1703926.819	1473795.431
P171	1703919.473	1473806.978
P172	1703915.500	1473811.130
P173	1703904.180	1473817.819
P174	1703894.453	1473820.830
P175	1703879.575	1473821.579
P176	1703871.575	1473819.342
P177	1703866.931	1473817.763
P178	1703855.560	1473813.899
P179	1703850.198	1473804.753
P180	1703854.007	1473894.808
P181	1703863.586	1473863.361
P182	1703866.160	1473854.047
P183	1703864.329	1473849.596
P184	1703860.431	1473843.282
P185	1703858.683	1473841.534
P186	1703847.850	1473836.751
P187	1703837.399	1473841.402
P188	1703824.100	1473836.807
P189	1703714.070	1473798.764
P190	1703709.338	1473790.181
P191	1703697.701	1473786.201
P192	1703689.552	1473790.310
P193	1703726.242	1473761.331
P194	1703720.242	1473765.293
P195	1703717.844	1473761.182
P195	1703708.033	1473751.182
P190	1703701.984	1474211.988
P199 P200		
	1705861.788	1474290.284
P201	1705924.734	1474310.919
P202	1705919.485	1474302.775
P203	1705861.374	1474290.556

Point #

Easting

UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

PO2 10/10/24 AB UPDATED FOLLOWING CLIENT REQUIREMENTS		JS	PWW		
P01	12/09/24	NR	ISSUED FOR CLIENT APPROVAL	JS	PWW
REV	DATE	BY	DESCRIPTION	CHK	APP

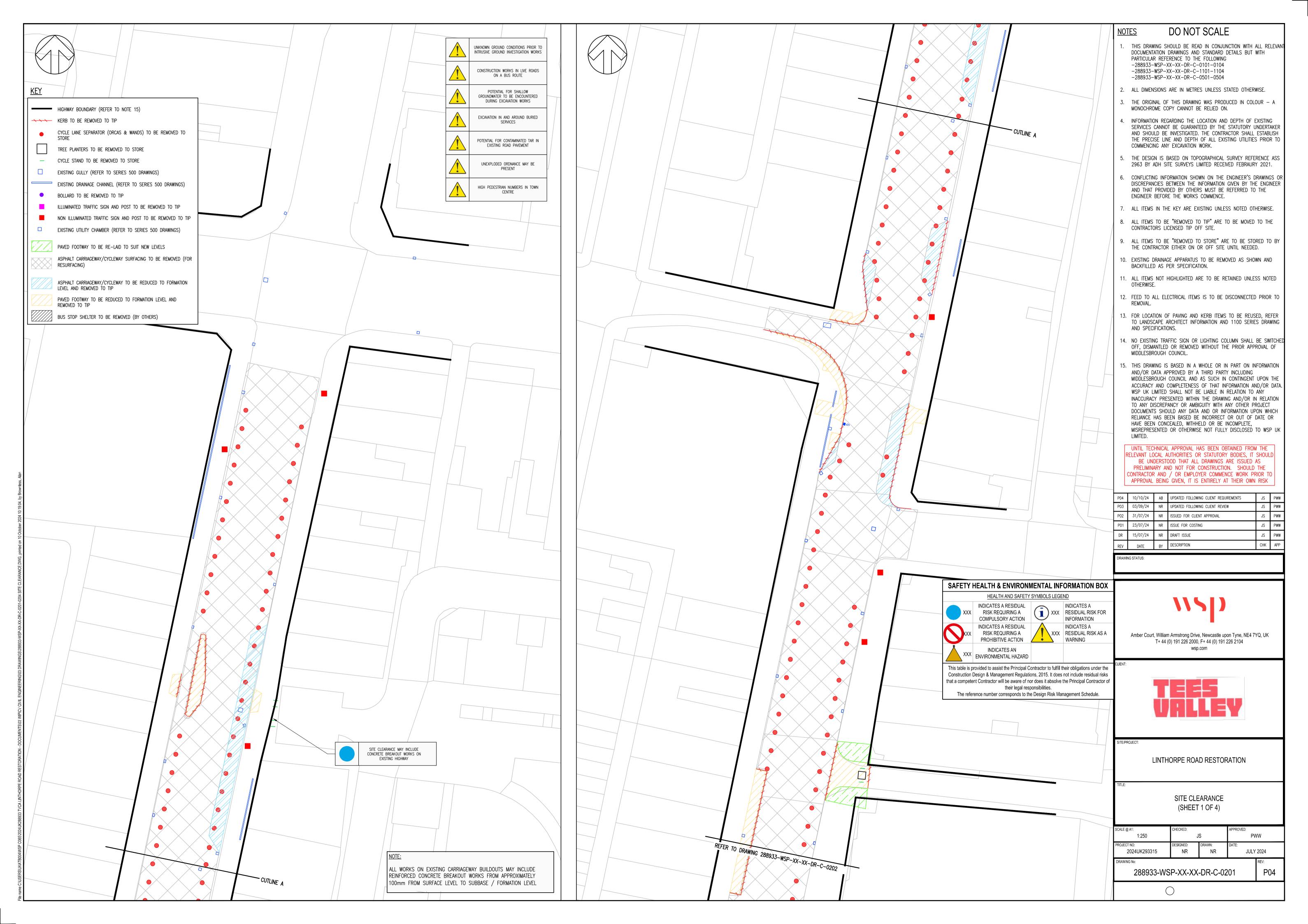


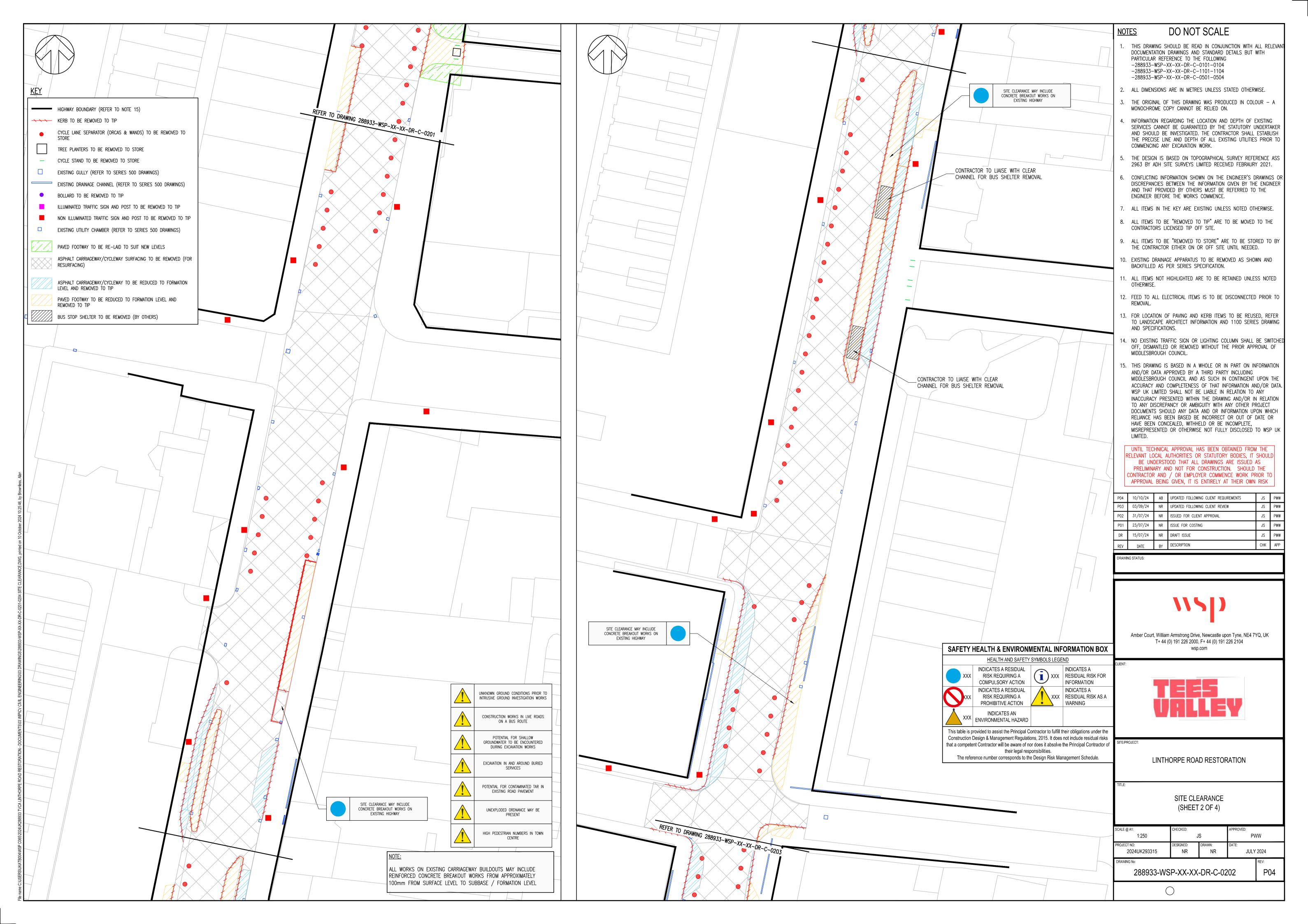
LINTHORPE ROAD RESTORATION

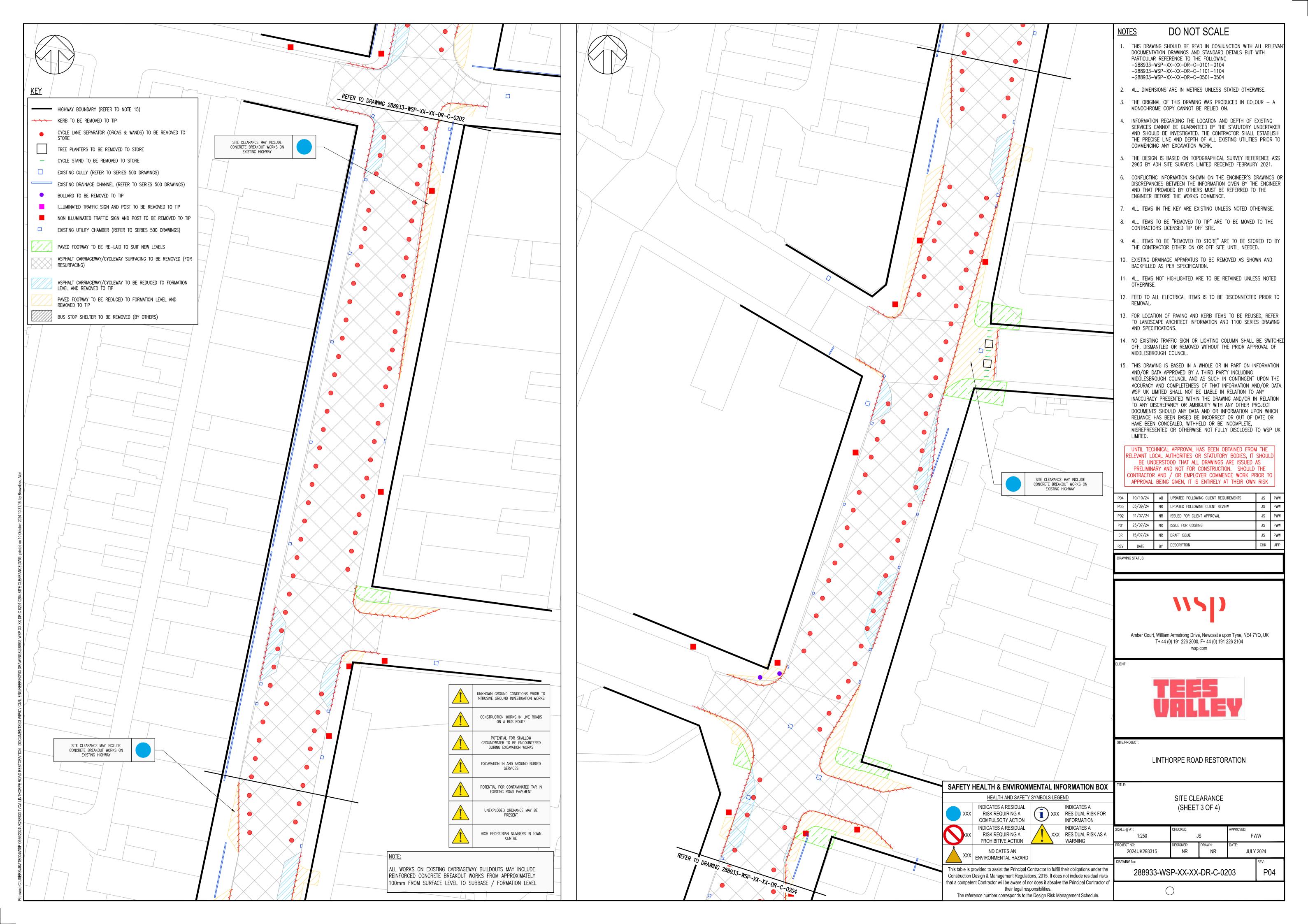
SETTING OUT

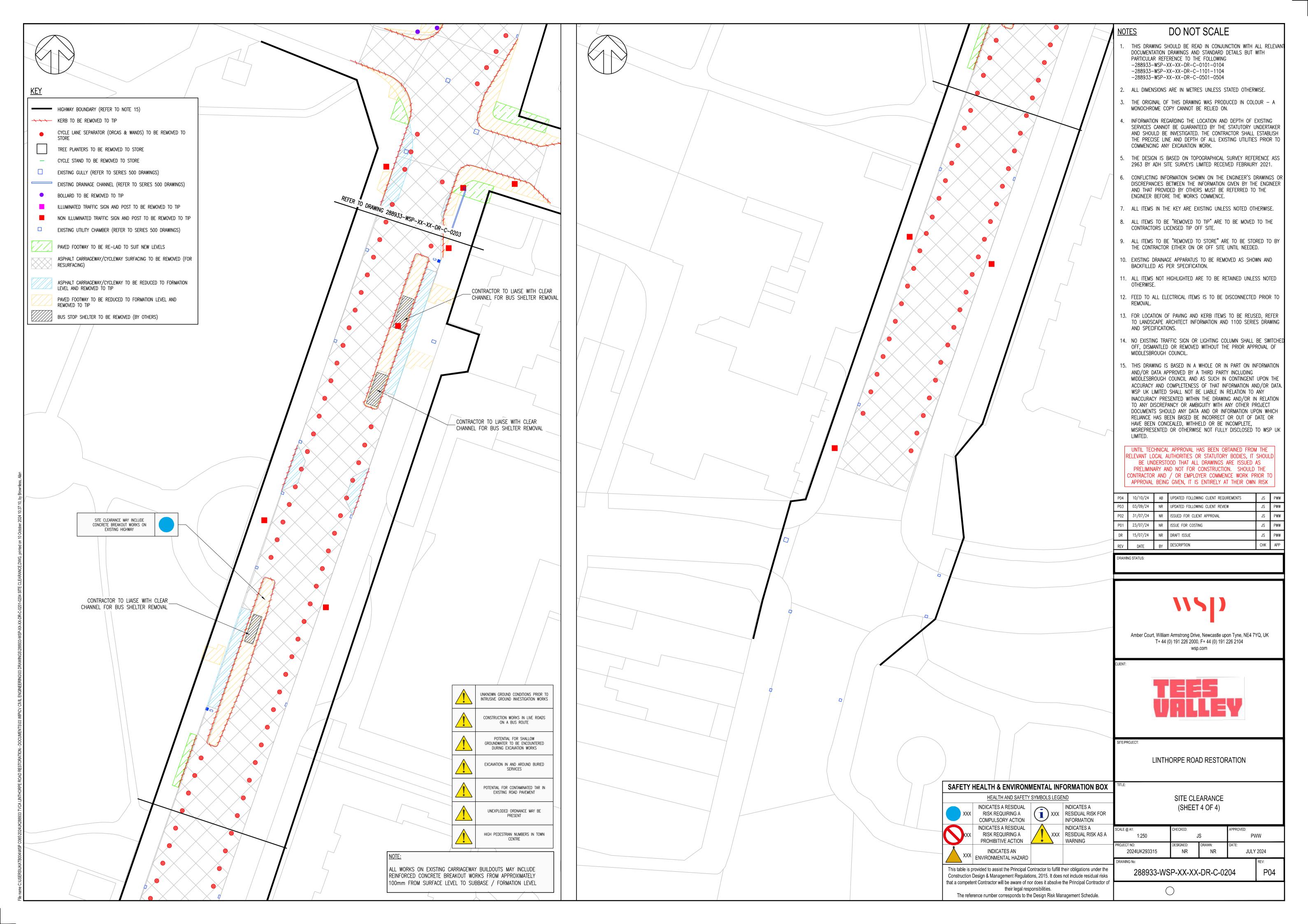
30/ ILL (6/ / II.	OTILOTED.		ANTINOTED.	
1:250	J	S	PW	VW
PROJECT NO: 2024UK293315	DESIGNED: NR	DRAWN: NR	DATE: JULY 2024	
DRAWING No:				REV:
288933-WS	P02			

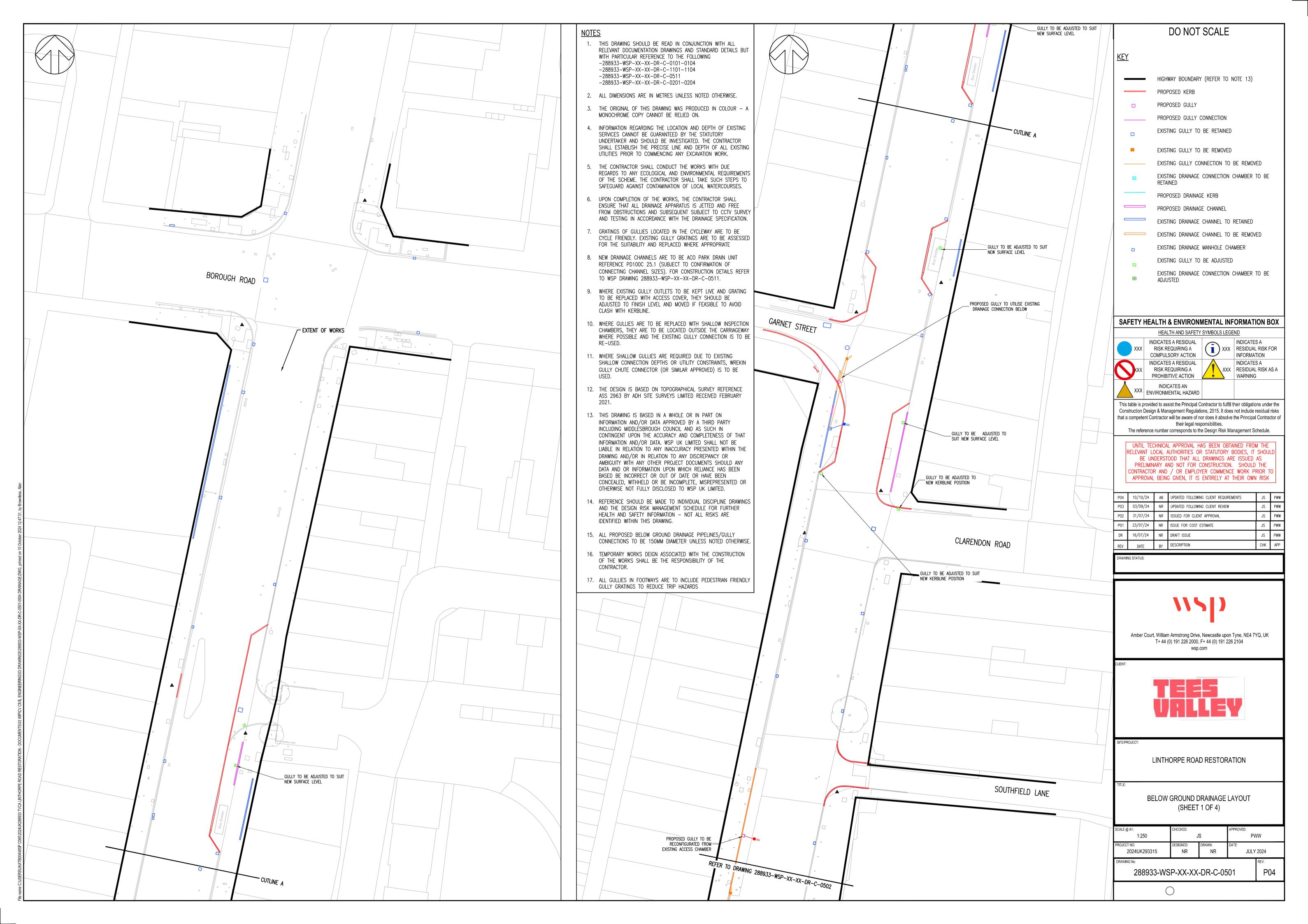


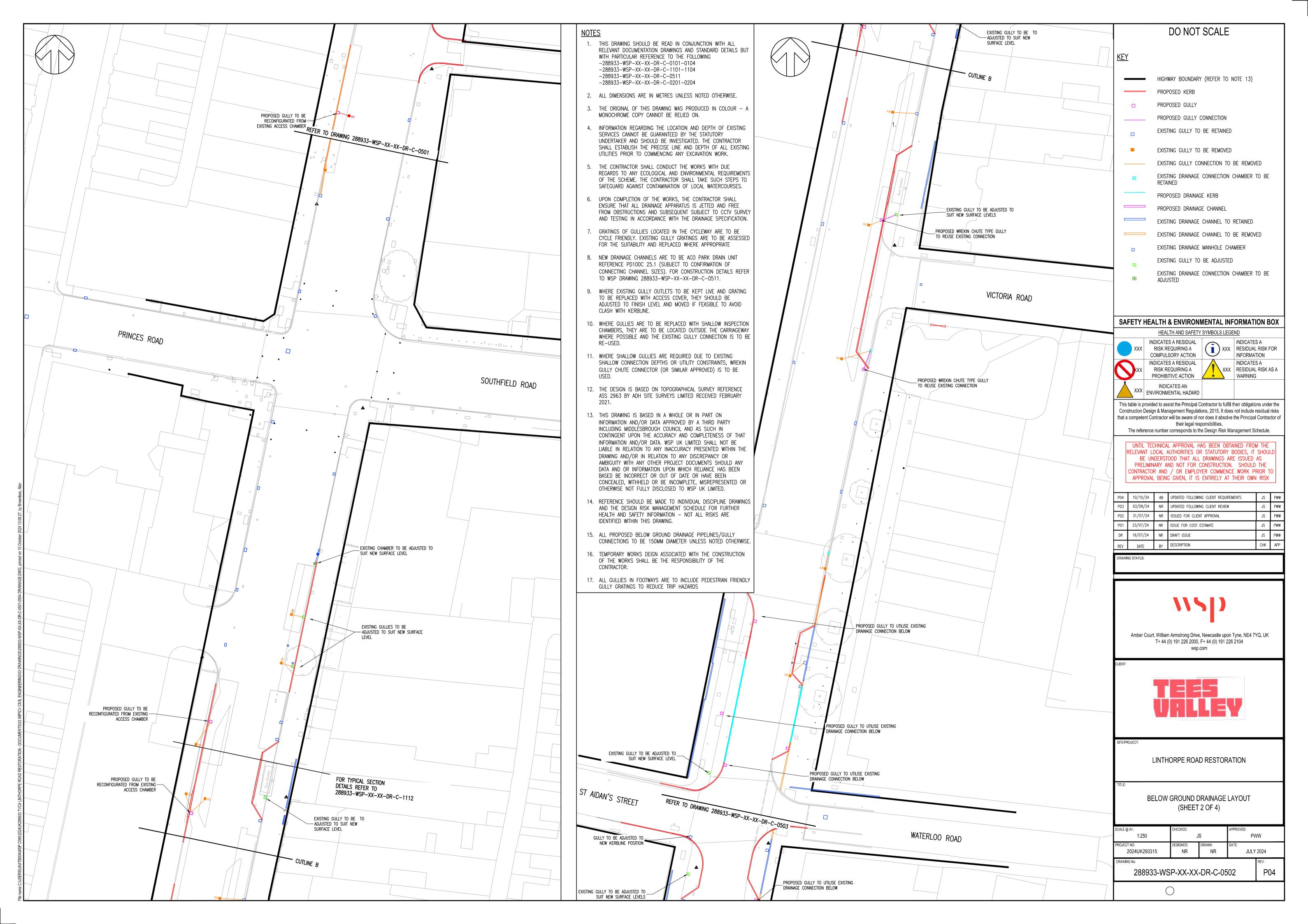


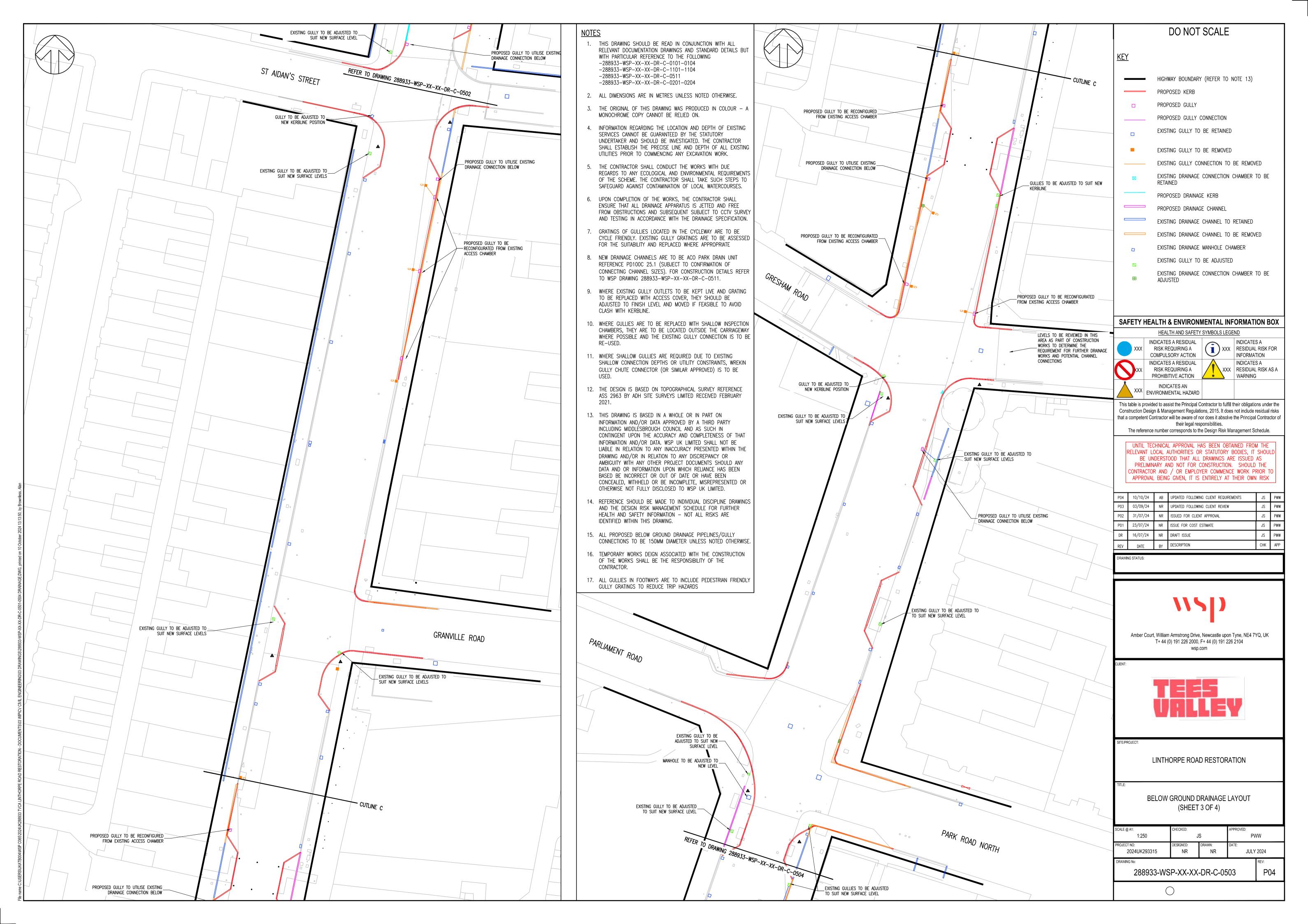


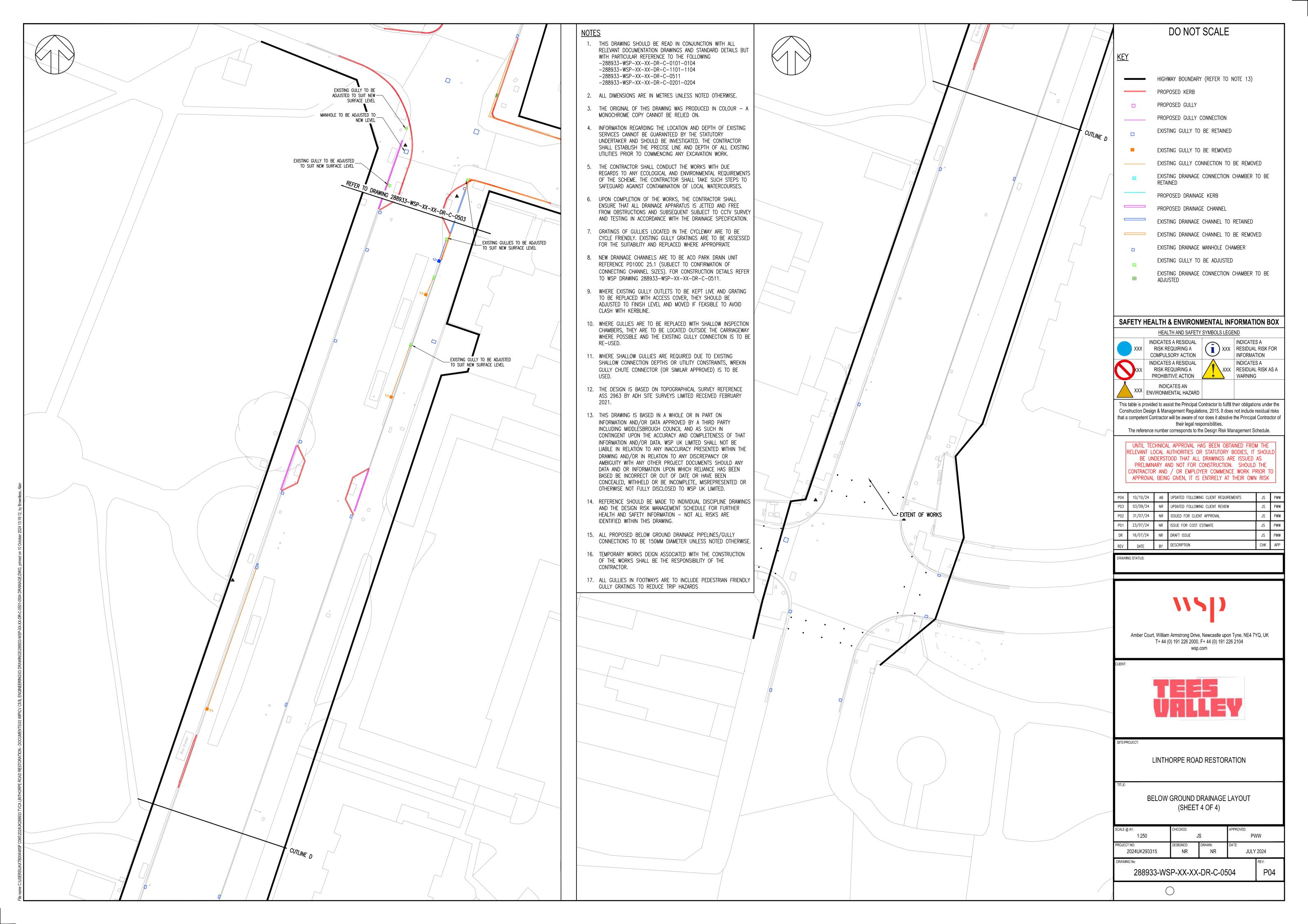


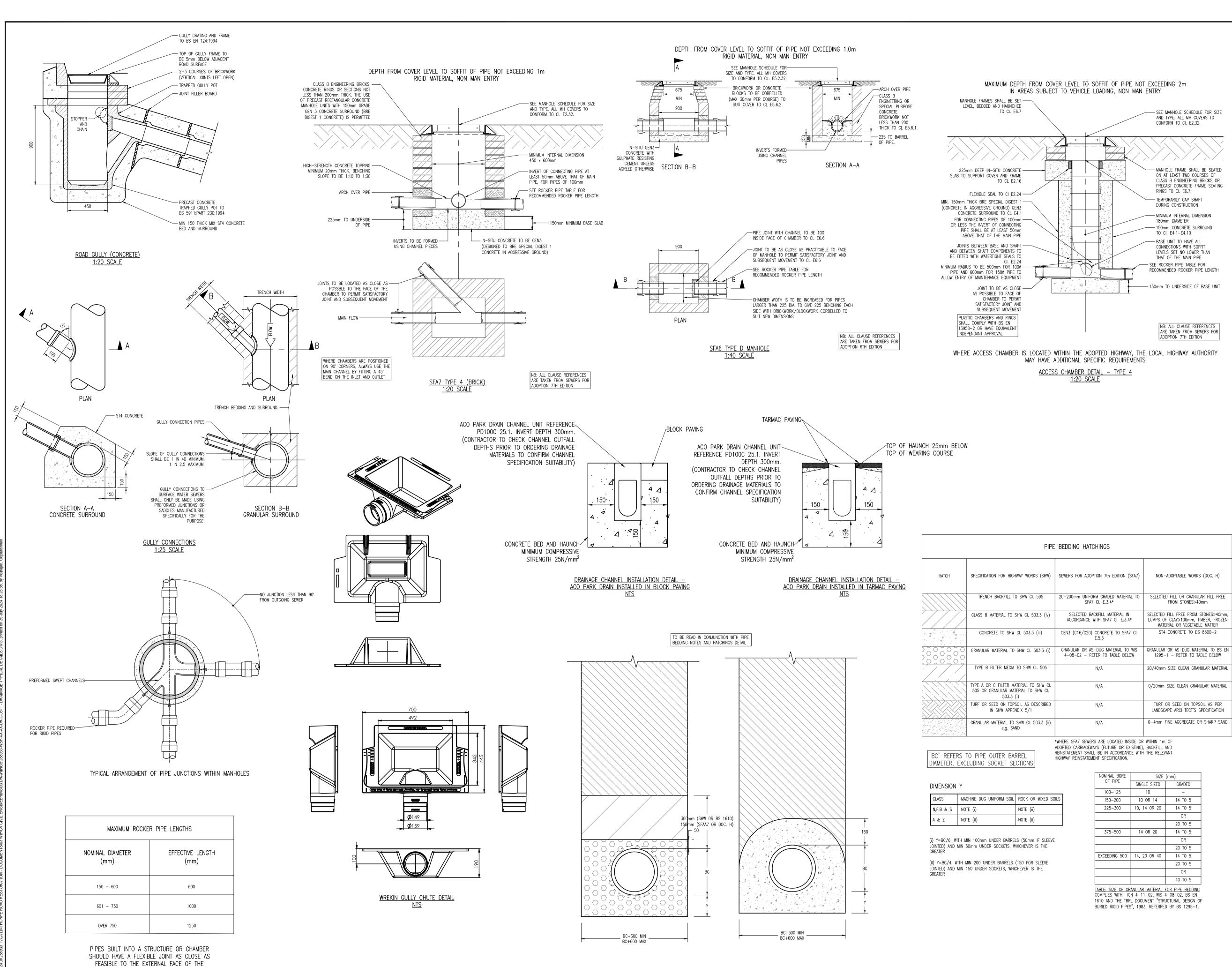












TYPE Z PIPE BEDDING

(FULL CONCRETE BED & SURROUND)

<u>1:10 SCALE</u>

TYPE S PIPE BEDDING

(FULL GRANULAR BED & SURROUND)

1:10 SCALE

STRUCTURE AND THE LENGTH OF THE NEXT ROCKER

PIPE SHOULD BE AS SHOWN ABOVE

UNTIL TECHNICAL APPROVAL HAS BEEN OBTAINED FROM THE RELEVANT LOCAL AUTHORITIES OR STATUTORY BODIES, IT SHOULD BE UNDERSTOOD THAT ALL DRAWINGS ARE ISSUED AS PRELIMINARY AND NOT FOR CONSTRUCTION. SHOULD THE CONTRACTOR AND / OR EMPLOYER COMMENCE WORK PRIOR TO APPROVAL BEING GIVEN, IT IS ENTIRELY AT THEIR OWN RISK

## DO NOT SCALE

SITE SPECIFIC DETAILS OF DRAINAGE.

- SEE MANHOLE SCHEDULE FOR SIZE

- MANHOLE FRAME SHALL BE SEATED

CLASS B ENGINEERING BRICKS OR

PRECAST CONCRETE FRAME SEATING

ON AT LEAST TWO COURSES OF

RINGS TO CI. E6.7.

180mm DIAMETER

TO CI. E4.1-E4.10

- BASE UNIT TO HAVE ALL

CONNECTIONS WITH SOFFIT

LEVELS SET NO LOWER THAN

NB: ALL CLAUSE REFERENCES

NON-ADOPTABLE WORKS (DOC. H)

FROM STONES>40mm

MATERIAL OR VEGETABLE MATTER ST4 CONCRETE TO BS 8500-2

1295-1 - REFER TO TABLE BELOW

TURF OR SEED ON TOPSOIL AS PER

SIZE (mm)

20 TO 5

14 TO 5 OR

20 TO 5

20 TO 5

OR 40 TO 5

14 TO 5

ADOPTION 7TH EDITION

ARE TAKEN FROM SEWERS FOR

THAT OF THE MAIN PIPE

- TEMPORARILY CAP SHAFT

DURING CONSTRUCTION

- MINIMUM INTERNAL DIMENSION

150mm CONCRETE SURROUND

AND TYPE. ALL MH COVERS TO CONFORM TO CI. E2.32.

- 1. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELATED DOCUMENTATION AND DRAWINGS.
- 2. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS STATED OTHERWISE
- 3. THE WORKS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE
- DFT MCHW, DMRB AND MIDDLESBROUGH COUNCIL REQUIREMENTS. 4. REFER TO BELOW GROUND DRAINAGE AND LEVELS DRAWINGS FOR
- 5. FOR DESIGNED, DESIGNATED OR STANDARDISED PRESCRIBED CONCRETE REFER TO BS EN 206-1 AND BS 8500. THEY SHALL HAVE A 20mm NOMINAL MAXIMUM SIZE OF AGGREGATE, AND A SLUMP CLASS S2 FOR TARGET 70mm AND NO ADMIXTURES.
- CONCRETE PIPES TO BE TO BS EN 1916 & BS 5911-1, CLAYWARE PIPES TO BE TO BS EN 295, DUCTILE IRON PIPES TO BE TO BS EN 598 & PLASTIC PIPES TO BS EN 13476-1 AND
- ALL TRENCHES SITUATED WITHIN TRAFFICKED AREAS TO BE BACKFILLED IN ACCORDANCE WITH HAUC SPECIFICATION FOR THE REINSTATEMENT OF OPENINGS IN HIGHWAYS APPENDIX A1
- CLASSES A,B,C,D. BACKFILL TO TRENCHES TO BE SELECTED AS-DUG MATERIAL IN ACCORDANCE WITH BUILDING REGULATIONS APPROVED DOCUMENT
- 9. NOTE THE MAXIMUM TRENCH WIDTH MUST NOT BE EXCEEDED. IF

THE WIDTH IS EXCEEDED THE CONTRACTOR MUST SUBMIT REVISED

- BEDDING PROPOSALS TO THE SUPERVISING OFFICER/ENGINEER. 10. SOFT SPOTS SHALL BE REMOVED FROM THE BOTTOM OF THE TRENCH AND OTHER EXCAVATIONS AND THEN BE REFILLED TO FORMATION LEVEL WITH THE SAME MATERIAL AS THE PERMANENT WORK WHICH IS TO REST ON THAT FORMATION. OVERDIG SHALL BE TREATED IN THE SAME MANNER AT CONTRACTORS EXPENSE
- 11. NOT WITHSTANDING SPECIFIC REQUIREMENTS FOR INDIVIDUAL CHAMBER TYPES ALL PIPES LEADING TO AND FROM CHAMBERS SHALL INCLUDE ROCKER PIPES.

AS INSTRUCTED BY THE SUPERVISING OFFICER/ENGINEER.

- 12. INSPECTION CHAMBERS SHALL BE IN ACCORDANCE WITH THE RELEVANT BRITISH STANDARD FOR THEIR MATERIAL, AS STATED IN
- TABLE 14 OF BUILDING REGULATIONS APPROVED DOCUMENT H. 13. ALL PIPES SHALL BE LAID SOFFIT TO SOFFIT UNO.
- 14. PCC MANHOLES, SOAKAWAYS & COVER SLABS TO BE BS EN 1917 AND BS 5911-3.
- 15. PREFORMED SWEPT CHANNELS SHALL BE USED AT JUNCTIONS AND NO BRANCH SHALL ENTER AT LESS THAN 90 DEGREES FROM THE OUTGOING SEWER.
- 16. MANHOLE ACCESS OPENINGS TO BE IN ACCORDANCE WITH TABLE 12 OF BUILDING REGULATIONS APPROVED DOCUMENT H.
- 17. ALL MANHOLE COVERS SHOULD BE IN ACCORDANCE AND BE BEDDED AND HAUNCHED IN MORTAR.
- 18. WHERE THERE IS DOUBT AS TO WHICH MANHOLE COVER SHOULD BE USED, A STRONGER CLASS SHOULD BE SELECTED. FRAMES FOR MANHOLES SHALL BE BEDDED IN CLASS M1 BEDDING
- 19. ALL MANHOLE FRAMES TO BE SET PARALLEL TO ADJACENT KERBS OR NEAREST BUILDINGS AND COVERS AND FRAMES TO BE FLUSH WITH SURFACE ±5mm MAX.
- 20. COMPRESSIBLE FILLER TO PIPELINES TO BE USED TO INTERRUPT CONCRETE PROTECTION TO PIPELINES AND SHALL CONSIST OF BITUMEN IMPREGNATED INSULATING BOARD TO BS 1142 AT EACH PIPE JOINT.
- 21. REFERENCE SHALL BE MADE TO THE MANUFACTURER'S INSTRUCTIONS FOR PROPRIETARY PRODUCTS. CONSIDERATION WILL BE GIVEN TO ALTERNATIVE PRODUCTS OF EQUAL QUALITY BUT THE CONTRACTOR MAY NOT USE A SUBSTITUTE MATERIAL WITHOUT PRIOR WRITTEN APPROVAL OF THE SUPERVISING OFFICER/ENGINEER.
- 22. CONFLICTING INFORMATION SHOWN ON THE ENGINEER'S DRAWINGS OR DISCREPANCIES BETWEEN THE INFORMATION GIVEN BY THE ENGINEER AND THAT PROVIDED BY OTHERS MUST BE REFERRED TO THE ENGINEER BEFORE THE WORKS COMMENCE.

P02	31/07/24	NR	ISSUED FOR CLIENT APPROVAL	JS	PWW
P01	23/07/24	NR	ISSUE FOR COSTING	JS	PWW
DR	16/07/24	NR	DRAFT ISSUE	JS	PWW
REV	DATE	BY	DESCRIPTION	CHK	APP

S2 - FOR INFORMATION



Amber Court, William Armstrong Drive, Newcastle upon Tyne, NE4 7YQ, UK T+ 44 (0) 191 226 2000, F+ 44 (0) 191 226 2104



LINTHORPE ROAD RESTORATION

DRAINAGE TYPICAL DETAILS

SCALE @ A1:	CHECKED:		APPROVED:	
NTS	JS		PWW	
PROJECT NO:	DESIGNED:	DRAWN:	DATE:	
2024UK293315	NR	NR	JULY 2024	

288933-WSP-XX-XX-DR-C-0511

© WSP UK Ltd

P02

