

DATED *28th March* **2024**

NATIONAL HIGHWAYS LIMITED

and

HAMPSHIRE COUNTY COUNCIL

AGREEMENT
pursuant to section 6 and section 8 of
the Highways Act 1980
relating to highway works at
A3(M) junction with Bedhampton
Roundabout

THIS AGREEMENT is made this
BETWEEN

day of

2024

- 1 **NATIONAL HIGHWAYS LIMITED** registered in England and Wales with company number 09346363 of Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ ("**National Highways**"); and
- 2 **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ ("**the Council**")

and collectively referred to as the "Parties" or individually referred to as "the Party"

WHEREAS

- (A) The Council is the local highway authority for the administrative area in which the Scheme is located and is responsible for all highways in the County of Hampshire except for trunk roads and special roads.
- (B) National Highways is the strategic highways company appointed by the Secretary of State by virtue of the Appointment Order which appoints National Highways as highway authority in respect of all trunk roads and special roads within the whole of England and including the A3(M) Trunk Road to which this Agreement applies.
- (C) National Highways is exercising the powers given to it under section 6 of the Act and other enabling powers detailed in clause 2.1 of this Agreement to authorise the carrying out of certain of its functions in accordance with the terms of this Agreement by the Council and pursuant to section 8 of the Act, National Highways and the Council have agreed to the apportionment of costs and expenses incurred under this Agreement.
- (D) The Scheme involves carrying out the Works that will include alterations modifications and improvements to the Trunk Road and other works on the Council Network.
- (E) Planning permission has been granted for the Scheme by Havant Borough Council under application number APP/18/00450 approved on 17th January 2020.
- (F) The Council intends to enter into an agreement under section 278 of the Act to appoint the Developer to carry out the Works and other works on the Council Network on its behalf.

NOW IT IS AGREED AS FOLLOWS:

1 Definitions

- 1.1 In this Agreement the following expressions unless the context otherwise requires have the following meanings:

"Act" means the Highways Act 1980 (as amended);

"Administration Fee" means the fee payable as part of the National Highways costs pursuant to clause 11.1 of this Agreement that represents the internal costs of National Highways in administering the implementation of the Works and the requirements of this Agreement and charged as a flat fee based on the final costs of the Works;

"Appointment Order" means the Appointment of a Strategic Highways Company Order 2015;

"Assets" means the existing amended and new traffic signals and all associated equipment shown [coloured red] on the three drawings labelled ITS Asset Management Plan attached at the Third Schedule comprising the traffic signals and equipment on the Council Network and the traffic signals and equipment on the Trunk Road which form part of the Works and a reference in this Agreement to the Works is (except where otherwise expressly stated) a reference to all such Assets

"Asset Data" means the information and data required by National Highways for the purposes of updating relevant databases to ensure compliance with National Highways' Asset Data Management Manual (ADMM) in operation at the relevant time;

"Commuted Sum" means such sum to be agreed by the Parties currently estimated as [forty eight thousand two hundred and eighty eight pounds and forty eight pence (£48,288.48)], the final sum to be agreed following approval of the final design of the Works to be used to fund the future cost of maintaining or replacing the Works. It is envisaged that the estimated amount above will not change unless the scope or extent of the Works is altered;

"Completion Certificate" means the certificate issued by National Highways to certify that the Works have been completed in accordance with clause 7 of this Agreement;

"Consents" means approvals, consents, licences, permissions, or registrations (including but not limited to consents required from the local planning authority) in relation to the Scheme or any part of it required to enable the Works to be lawfully carried out and maintained;

"Council Network" means the highway network under the statutory responsibility of Hampshire County Council;

"Defects Certificate" means a certificate to be issued by National Highways when the Defects Period has expired;

"Defects Period" means a period of not less than 52 weeks from the date of issue of the Completion Certificate ending at the issue of the Defects Certificate during which the Council is required to maintain the Works;

"Developer" means BDW Trading Limited

"DLOA" means a Detailed Local Operating Agreement setting out the operational construction maintenance and communication protocol for the scheme during normal operation and any emergencies encountered

"DMRB" means the Design Manual for Roads and Bridges published by National Highways and any amendment to or replacement of it for the time being in force save to the extent there is a departure from such standards approved by National Highways;

"Effective Date" means the date of this Agreement;

"Handover Information" means the information and documents which National Highways requires in accordance with the DMRB, CTM – 077 YNE and SE UTC Traffic Signal Migration Guidance Rev.4 and any other information National Highways may reasonably require in relation to the Works

"Initial Deposit" means the estimated sum payable to National Highways pursuant to clause 11.2 of this Agreement to cover all initial stages of work until such time as the cost of the Works and the costs of National Highways payable pursuant to clause 11 of this Agreement can be estimated;

"Licence" means the licence dated 1 April 2015 issued pursuant to the Infrastructure Act 2015 setting out the Secretary of State for Transport's statutory directions and guidance to National Highways;

"Maintenance Layby" means a layby within the Council Network as shown coloured pink on drawing AMALO-PBA-RC4 - ITS Asset Management Plan to be provided by the Council for non-exclusive use by National Highways vehicles to enable National Highways to carry out its maintenance responsibilities under this Agreement;

"National Highways Project Manager" means the person nominated by National Highways to facilitate the Works throughout the design and construction of the Scheme and to be notified to the Council prior to the commencement of the Works or such replacement officer as may from time to time be appointed and notified to the Council;

"NH Surety Sum" means the sum of THREE HUNDRED AND FORTY THOUSAND ONE HUNDRED AND SEVENTY TWO POUNDS (£340,172);

"Programme" means the programme for the carrying out of the Works or such updated programme as the Parties may agree from time to time both Parties acting reasonably;

"Scheme" means the road improvement scheme on the Trunk Road and on the Council Network as described in the Second Schedule;

"Section 278 Agreement" means an agreement entered into between the Council and Developer pursuant to section 278 of the Act for the carrying out of the Works and related works on the Council Network;

"Section 8 Maintenance Agreement" means an agreement to be entered into between the Council and National Highways in accordance with clause 10.1 and pursuant to section 8 of the Act for the carrying out of maintenance of the Works after the date of issue under this s6 Agreement of the Defects Certificate;

"Security Deposit" means a cash deposit in the sum of THIRTEEN THOUSAND SIX HUNDRED AND SIX POUNDS AND EIGHTY EIGHT PENCE (£13,606.88);

"Streetworks Coordinator" means the party who has the duty to coordinate the execution of works and the use of the highway by traffic for the Scheme in accordance with section 59 of the New Roads and Street Works Act 1991;

"Traffic Management Measures" means the measures required to ensure the proper management of traffic during the construction of the Works in accordance with the provisions of section 16 and section 17 of the Traffic Management Act 2004 which must include (but are not limited to) the signing of diversion routes reasonably anticipated to be used by the public during the Scheme construction;

"Trunk Road" means the strategic road network at A3(M) junction with Bedhampton Roundabout including the on- and off- slip roads for which National Highways is the highway traffic and street authority;

"Working Day" means any day that is not a Saturday or Sunday or a public holiday;

"Works" means the works to the Trunk Road which forms part of the Scheme as described in the First Schedule below and shown in principle coloured grey, grey hatched, beige, cross hatched light green, red, blue, black, brown and green on the drawing 041.5023A.140 Rev A – Engineering Layout National Highways annexed thereto at the First Schedule.

- 1.2 Clause, Schedule and paragraph headings do not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Any reference to a statute or statutory provision includes a reference to that statute or statutory provision as amended extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision.
- 1.5 Words importing one gender must be read and construed to include any other gender.
- 1.6 Unless the context otherwise requires, words importing the singular include the plural and vice versa.

- 1.7 Reference to any person includes any reference to a body corporate unincorporated association or a partnership and vice-versa.
- 1.8 Reference to any right exercisable by any Party hereunder must be construed as including (where appropriate) the exercise of such right by all other persons having a like right.
- 1.9 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force.
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or to allow infringement of the same.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression must be construed as illustrative and must not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Statutory Provisions

- 2.1 This Agreement is made pursuant to Section 6 and Section 8 of the Act, and is further entered into by National Highways pursuant to the Infrastructure Act 2015 and the powers given to it under the Licence and the Delegation of Functions (Strategic Highways Companies) (England) Regulations 2015.

3 Exercise of Highway Authority Functions

- 3.1 National Highways authorises the Council to carry out the Works (with the exception of those Assets to be constructed on the Council's network) as agent of National Highways at its own expense and at no cost to National Highways.
- 3.2 National Highways agrees that from the Effective Date until the issue of the Defects Certificate the exercise of its functions as Highway Authority in respect of the Works are delegated and allocated to the Council.
- 3.3 The authority given to the Council under clause 3.1 and clause 3.2 is limited to National Highways' functions relating to the maintenance, improvement or other dealing with the Trunk Road and for the construction of the Works.
- 3.4 The Parties shall at all times co-operate with each other to enable the Works to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

4 Obligations in relation to the carrying out of the Works

- 4.1 Prior to commencing the Works

- (a) the Council must obtain the written approval of National Highways to the design of the Works and the Programme;
- (b) a DLOA shall be provided by the Council and approved by National Highways;
- (c) the Council must obtain the approval of National Highways of the expenditure to be incurred by the Council in its discharge of the functions carried out by it pursuant to this Agreement.

4.2 The Council must obtain the relevant Consents for the Works and must carry out the Works in compliance with the Consents.

4.3 The Council must exercise all functions herein with reasonable skill and care.

4.4 The Council must:

- (a) ensure that all road safety audits and other mandatory reports are carried out in accordance with DMRB, including GG119 (Road Safety Audit) and GG 142 (walking cycling and horse riding assessment) (or such updated or revised standards as may be published from time to time);
- (b) construct the Works in accordance with the Manual of Contract Documents for Highway Works and the DMRB;
- (c) undertake all operations relating to the Assets in accordance with the requirements of National Highways but not limited to the requirements within GG 182 (Major schemes: Enabling handover into operation and maintenance), MCH 1399 (Notification of a change in equipment), MCH 1349 (Process for Commissioning and Handover of Roadside Operational Technology. Issue G.), CTM – 077 YNE and SE UTC Traffic Signal Migration Guidance Rev.4);
- (d) comply with any reasonable requirement of National Highways as to the manner in which the Works are to be carried out;
- (e) carry out the Works in accordance with the Programme unless otherwise agreed in writing (both parties acting reasonably);
- (f) carry out and complete the Works to the reasonable satisfaction of National Highways;
- (g) obtain approval in advance from National Highways for occupancy of the Trunk Road required for the carrying out of the Works in accordance with National Highways' requirements including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy; and
- (h) collate the Asset Data and provide the Asset Data to National Highways.

- 4.5 The Council must notify National Highways of alterations to the Works prior to implementing such alteration and must not make any material alteration to the Works without the prior written consent of National Highways, such consent not to be unreasonably withheld or delayed.
- 4.6 The Council must give National Highways not less than 14 days' notice of any access to any road or lane space required for the execution of the Works.
- 4.7 The Council must in the execution of the Works take such precautions for the protection of public and private interests as would be incumbent on National Highways if it were the Highway Authority.
- 4.8 The Council shall act as the Streetworks Coordinator for the Scheme. It must carry out the Traffic Management Measures associated with the Scheme PROVIDED THAT the Council shall first seek the approval of National Highways with regard to timings of all Traffic Management Measures required for the Works.

5 Procurement of the Works

5.1 The Council shall provide drafts of the s278 Agreement to National Highways and shall comply with any reasonable directions by National Highways as to the terms of the s278 Agreement including any reasonable additional requirements that National Highways submits in writing for inclusion in the section 278 Agreement provided that such directions and any additional requirements are provided without unreasonable delay.

6 Site meetings and inspections

- 6.1 The Council must provide National Highways with copies of documents, correspondence, data and other information as National Highways may from time to time reasonably require but the Council is not required to disclose to National Highways any commercially sensitive information.
- 6.2 The Council must give the National Highways Project Manager not less than 5 Working Days notice (or in cases of emergency then as much notice as is reasonably possible) of all site meetings and must allow the National Highways Project Manager and other representatives of National Highways to attend all site meetings.
- 6.3 The Council must allow National Highways access to the Works and the adjacent areas of the Scheme at any such time as National Highways may reasonably require upon at least 5 Working Days prior notice for the purpose of viewing the state and progress of the Scheme in order to determine whether the Scheme, and in particular the Works, are being carried out in accordance with the requirements of this Agreement and the Council must take proper consideration of any representations made by National Highways in respect of such.

7 Completion of the Works

- 7.1 When the Council considers that the Works have reached completion (which must include the carrying out of a Stage 3 safety audit in accordance with the DMRB and the requirements of National Highways and the completion of works if any resulting from the audit) it must notify National Highways and allow National Highways the opportunity to inspect the Works and National Highways shall carry out such inspection as soon as is reasonably practicable but no later than within thirty (30) Working Days.
- 7.2 The Council must procure that its project manager gives proper consideration to any representations that are made by National Highways.
- 7.3 When National Highways is satisfied that the Works have been completed in accordance with the terms of this Agreement National Highways shall issue the Completion Certificate to the Council
- 7.4 On completion of the Works and following the issue of the Completion Certificate, the Council must provide a copy of the following items to National Highways:
- (a) the health and safety file (produced in accordance with the requirements of the Construction (Design and Management Regulations) 2015; and
 - (b) the Asset Data
- 7.5 During the Works the highway shall remain open to the public subject as necessary to traffic management and from and including the date of issue of the Completion Certificate the Works shall subject to any necessary repairs during the Defects Period be fully available for use as a public highway.

8 Defects Period

- 8.1 The Defects Period begins upon the date of the Completion Certificate.
- 8.2 During the Defects Period the Council shall be responsible for rectifying any defects that are identified in the Works and the Works must be maintained by the Council to the reasonable satisfaction of National Highways until:
- (a) an as-built record of the finished works has been undertaken by the Council and submitted to National Highways such survey must show all above ground apparatus, including the Assets and all street lights, signs, markings, poles, columns, boxes, cabinets, covers, drainage gullies, expansion joints, and safety rails structures on a survey base;
 - (b) copies of the recorded location of all as-constructed below ground statutory and highway authority controlled apparatus has been submitted to the Council and National Highways;
 - (c) all defects identified through joint inspection and comprising matters within the scope of the Works have been remedied and all timescales

for the Defects Period have expired in accordance with the provisions of clause 9 below;

- (d) the Defects Certificate has been issued in accordance with the provisions of clause 9 below; and
- (e) the Council has provided the Handover Information.

9 Defects Certificate

9.1 No earlier than 52 weeks from the date of issue of the Completion Certificate and provided that:

- (a) all identified defects requiring remediation have been completed such that the Council consider the Defects Certificate may be properly issued; and
- (b) a Stage 4 safety audit has been carried out (if such Stage 4 safety audit is required under DMRB) and any additional works, alterations or amendments to the Works reasonably required as a result of the Stage 4 safety audit are completed; and
- (c) the draft Section 8 Maintenance Agreement has been agreed and is ready to be entered into

the Council shall notify National Highways in writing and give National Highways an opportunity to inspect the Works.

9.2 The Council must procure that it gives proper consideration to any representations that are made by National Highways

9.3 National Highways shall not issue the Defects Certificate until:

- (a) the Maintenance Layby is ready for use;
- (b) all additional works, alterations or amendments to the Works reasonably required as a result of the Stage 4 safety audit if required are completed;
- (c) any additional works necessary to remediate any defects identified during the Defects Period have been completed;
- (d) the Asset Data has been provided;
- (e) all fees payable pursuant to this Agreement, including the Commuted Sum, have been paid to National Highways; and
- (f) the Section 8 Maintenance Agreement has been entered into.

9.4 When National Highways is satisfied that all obligations under clauses 9.1 to 9.3 above have been completed National Highways shall issue the Defects Certificate to the Council.

10 Maintenance of the Works and Reallocation of Functions

- 10.1 National Highways and the Council agree to act reasonably in the negotiation and preparation of the Section 8 Maintenance Agreement and the parties further agree that in order to prevent any unnecessary delay in the issue of the Defects Certificate neither party shall cause any unreasonable delay in the drafting or completion of the s8 Maintenance Agreement.
- 10.2 Following the issue of the Defects Certificate National Highways shall maintain the Works in accordance with the Section 8 Maintenance Agreement.
- 10.2 The Council shall not remove or alter the location of the Maintenance Layby unless agreed in writing by National Highways.

11 Payment of costs of National Highways

- 11.1 The Council must pay to National Highways the costs and expenses reasonably and properly incurred by National Highways, prior to costs being incurred by National Highways, in relation to the Works and the implementation of this Agreement including but not limited to any such costs and expenses in relation to:
- (a) the approval of design work carried out by or on behalf of the Council;
 - (b) the carrying out of any supervision of the Works;
 - (c) legal expenses and administrative expenses not included in the Administration Fee;
 - (d) the Administration Fee;
 - (e) the costs of drafting, negotiating and completing this Agreement.
- 11.2 National Highways must provide to the Council notification of the amount required as the Initial Deposit as soon as reasonably practicable and the Council must pay an amount equal to the sum notified to it within 28 days of receipt of the notification and National Highways hereby confirms that it has received the Initial Deposit.
- 11.3 National Highways must provide the Council with an estimate of the costs referred to in clause 11.1, including its estimate of the Administration Fee payable, as soon as reasonably practicable following the Effective Date (save for the cost associated with clause 11.1(e) above) and the Council must pay a sum equal to the estimate within thirty (30) days of receipt of the estimate (**Estimated Costs**) less the Initial Deposit and in any event prior to commencing the Works.

- 11.4 If, at any time or times after the payments referred to under clause 11.2 and 11.3 have become due National Highways believes that its costs will exceed the relevant estimate notified to the Council, National Highways may give notice to the Council of the amount it estimates its costs will exceed the relevant estimate (**Excess**) and the Council must pay an amount equivalent to the Excess within thirty (30) days of notification.
- 11.5 As soon as reasonably practicable after the issue of the Defects Certificate, National Highways must give to the Council a final account of the costs it has incurred in accordance with clause 11.1 (**Final Account**) and:
- (a) if the Final Account shows that a further sum is due to National Highways the Council must pay the sum shown due within thirty (30) days of the date of the Final Account; and
 - (b) if the Final Account shows that the sum or sums previously paid by the Council have exceeded the costs incurred by National Highways, National Highways must refund the amount shown due to the Council within 30 (thirty) days of the date of the Final Account.
- 11.6 Each amount stated to be payable by the Council under or pursuant to this Agreement is exclusive of VAT.
- 11.7 If any VAT is at any time chargeable on any supply made by National Highways under or pursuant to this Agreement the Council must pay National Highways an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.
- 11.8 If any sums payable under this Agreement are unpaid on the due date then the paying party must pay interest on the sum outstanding from the due date until the actual date of payment at a rate of one per cent above the rate payable in respect of compensation under section 32 of the Land Compensation Act 1961

12 Payment of a Commuted Sum

- 12.1 The Council must pay the Commuted Sum to National Highways within thirty (30) days of request and in any event prior to the issue of the Defects Certificate.

13 Surety and Bonding

13.1 The Council shall include in the bond provided by the Developer to the Council under the s278 Agreement a sum not exceeding the NH Surety Sum which shall be used to indemnify National Highways against all losses damages costs and expenses arising from any breach of any one or more of the obligations of the Council under this Agreement PROVIDED THAT upon issue of the Completion Certificate the NH Surety Sum may by agreement in

writing by National Highways be reduced by 80% save insofar as any claim or claims have been made against the Council or liability on its part has arisen before that date in which case the remaining NH Surety Sum shall be a sufficient sum to ensure that National Highways does not have to meet any costs for or arising from the Works ("the Revised Surety Sum") and PROVIDED FURTHER that upon issue by National Highways of the Defects Certificate the NH Surety Sum shall by agreement of National Highways in writing be reduced by 80% of the Revised Surety Sum and replaced by the Security Deposit at which point in time the element of the Revised Surety Sum for the benefit of National Highways shall be released save insofar as any claim or claims have been made against the Council or liability on its part has arisen under this Agreement before that date in which case the Revised Surety Sum shall be a sufficient sum to ensure that National Highways does not have to meet any costs for or arising from the Works and PROVIDED FURTHER that upon the date which is seven (7) years after the issue of the Completion Certificate National Highways shall release the Council in writing from its obligations under this Agreement and the Security Deposit shall be released save insofar as any claim or claims have been made against the Council or liability on its part has arisen under this Agreement before that date.

14 Indemnities

14.1 The Council must indemnify National Highways against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any Traffic Management Measures associated with the Scheme and out of any breach or non-observance by the Council of its obligations in this Agreement relating to the design, construction and management of the Works (including without limitation any negligent or defective design or construction of the Works), including but not limited to:

- (a) third party claims for death, personal injury or damage to property;
- (b) statutory or other liability for the safety or security of the working methods, employment practices, protection of the environment and control of pollution; and

- (c) third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right.

14.2 The Council must indemnify National Highways in respect of any claims under Section 10 of the Compulsory Purchase Act 1965, the Land Compensation Act 1973, and any claims for compensation under the Noise Insulation Regulations 1975 arising out of, in connection with or incidental to the carrying out of the Works and the Scheme.

14.3 The Council must indemnify National Highways against all costs and expenses properly incurred in complying with its obligations under any statutory provision arising from the construction or use of the Works.

14.4 The indemnification referred to in this clause 14 includes:

- (a) all fees incurred by claimants which National Highways is obliged to pay, and those of National Highways or its agent or contractor in negotiating claims (together with VAT payable on any professional advisors' fees);
- (b) statutory interest payments to claimants and their professional advisors; and
- (c) National Highways' reasonable and proper legal and administrative costs in making the compensation, fees and interest payments.

The indemnification referred to in this clause 14 does not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any act, neglect, default or liability of National Highways.

15 National Highways' Power to Execute the Works in Default

15.1 In the event of any breach of this Agreement or should for any reason the Works not be completed to the satisfaction of National Highways then at its absolute discretion National Highways may by notice to the Council:

- (a) direct that the Council procure, at its own expense, the carrying out of such works necessary in order for National Highways to be so satisfied; or
- (b) inform the Council that it intends to carry out such necessary works and the Council must indemnify National Highways for its costs in doing so.

15.2 In the event of any breach of this Agreement or should for any reason the Works not be completed to the reasonable satisfaction of National Highways and where National Highways acting reasonably considers it would not be practical to complete the Works National Highways may:

- (a) by notice to the Council require the Council to procure, at its own expense, reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition; or
- (b) inform the Council that it intends to carry out such necessary works of reinstatement of the Trunk Road(s) and other land and premises of National Highways disturbed by the Works to their previous condition itself and the Council must indemnify National Highways for its costs (reasonably and properly incurred) in doing so.

16 Notices

16.1 All notices and communications in relation to this Agreement are valid and effectual if dispatched by first class recorded delivery letter to the Party to whom such notice request demand or other written communication is to be given or made under this Agreement and addressed as follows:

- (a) in the case of the Council to The Castle, Winchester, Hampshire, SO23 8UJ quoting the reference HLS-140356/CMR;
- (b) in the case of National Highways to the National Highways Project Manager at Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ;

or such other name and address for service as has been previously notified to the other Party.

17 Settlement of disputes

17.1 In the first instance in the event of a disagreement arising between the Parties, the Parties shall raise the disagreement with their respective Divisional Directors and/ or Chief Executives for further discussion in an effort to reach agreement on the dispute.

17.2 In the event of any dispute or difference arising between the Parties to this Agreement which is not satisfactorily resolved through the means outlined in clause 17.1 in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the Institution of Civil Engineers and such person shall act as an expert whose decision will be final and binding on the Parties in the absence of manifest error and any costs will be payable by the Parties to the dispute in such proportion as the expert determines and failing such determination must be borne by the Parties in equal shares.

17.3 Any expert howsoever appointed must be subject to the express requirement that a decision is reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days following receipt of any file or written representation.

18 General

18.1 No consent or approval modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided for is effective unless the same is in writing and signed on behalf of the Parties and annexed to this Agreement.

18.2 This Agreement including the Schedules constitutes the entire agreement between the Parties in relation to the Works and supersedes all prior and contemporaneous agreements understandings representations and statements whether oral or written in relation to the Works save as regards any future compliance with any statutory requirements or any subsequent amendments to this Agreement by Deed of Variation or that may in accordance with this Agreement from time to time be agreed in writing between the Parties.

18.3 Any termination of this Agreement is without prejudice to the rights of the Parties against each other for any breach of this Agreement which occurred before termination.

18.4 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed and declared that nothing herein confirms any third party rights

18.5 This Agreement is strictly personal to each Party who is not entitled to part with or assign in any way with its interest and obligations under this Agreement unless to a successor body.

18.6 If the Works have not commenced in accordance with the terms of this Agreement within two (2) years of the date hereof this Agreement shall absolutely determine and cease to have any effect except in so far as any costs that are payable to National Highways before commencement of the Works are outstanding and remain payable

19 Governing Law

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of England and Wales.

20 Counterpart

20.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of the

executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

FIRST SCHEDULE

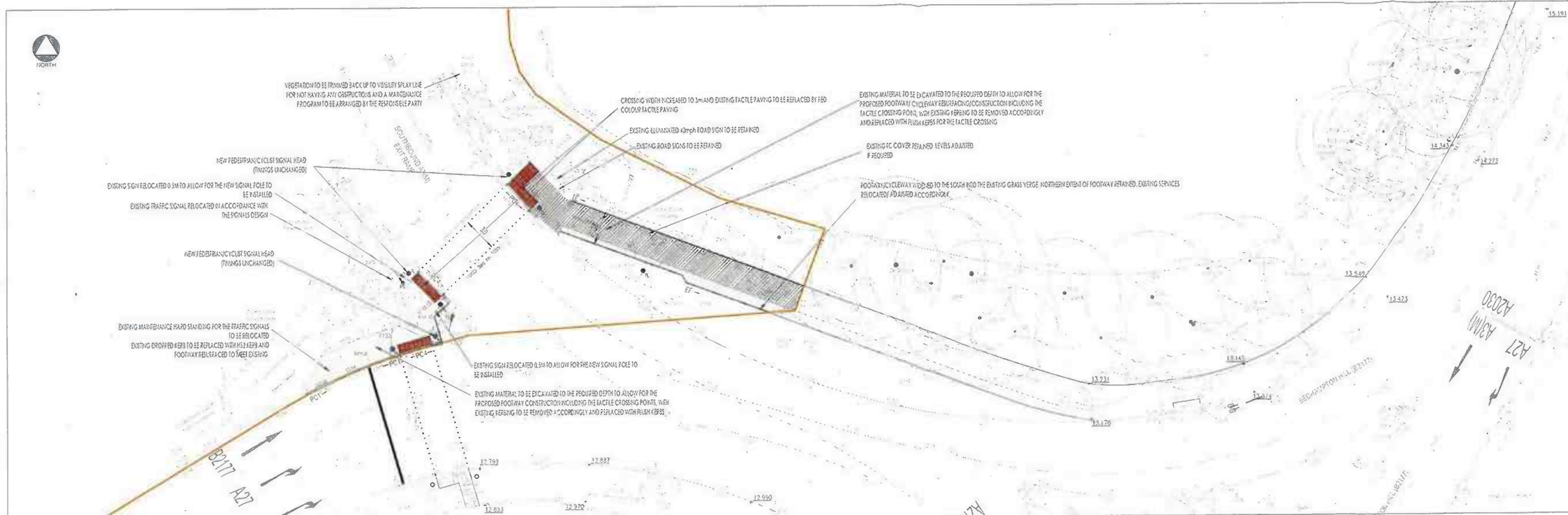
Description of Works

The Works referred to in this Agreement shall comprise:-

- amendments to the Assets comprising the existing traffic signals to allow for the installation of the controlled pedestrian/cyclist crossings, which includes removal of the existing signals and installation of additional poles for the pedestrian push button facilities
- tactile crossings 3 metres in width on the northern and southern side of the roundabout as shown in the relevant drawings
- extension of the footway works up to end of the Trunk Road highway boundary
- white lining works, to include the relocation of the existing stop lines/give way lines and additional white lining to accommodate the pedestrian/cyclist crossing points
- clearance of the existing vegetation in the slip roads to the northern and southern side of the roundabout to extend the visibility splay
- relocation of the road signs to the back of the proposed footway/cycleway
- removal of the existing VRS on the southern side of the roundabout

as shown in principle on the drawing annexed hereto:-

- 041.5023A.140 Rev A – Engineering Layout National Highways

[illegible]

EXISTING SERVICES

- 1 IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN
- 2 UNDERGROUND SERVICES MUST BE LOCATED IN ACCORDANCE WITH GUIDANCE NOTES HSG47
- 3 SERVICES TO BUILDINGS ARE NOT SHOWN BUT IT MUST BE ASSUMED THAT ANY EXISTING BUILDING IS SERVED WITH LINE SUPPLIES UTILITIES OTHERWISE WRITTEN COORDINATION THAT A SUPPLY IS REQUIRED MUST BE OBTAINED FROM THE RELEVANT UTILITY
- 4 THE LOCATION OF ANY MAINS AND SERVICES MUST BE UNDERGROUND UNLESS THIS FIRST HOLDS THE APPROVAL OF THE APPROPRIATE UTILITY MUST BE SOUGHT BEFORE ANY MECHANICAL PLANT IS USED
- 5 THE INFORMATION PROVIDED ON THIS DRAWING ABOUT THE EXISTING UTILITY SERVICES IS BASED ON HISTORICAL RECORDS PROVIDED BY STATUTORY UTILITIES THE ACTUAL POSITION AND STATUS OF ANY MAINS AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE THIS DRAWING IS PROVIDED FOR INFORMATION ONLY
- 6 CABLES TO STREET LIGHTS, ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST
- 7 AN EXISTING INVESTIGATION PRIOR TO COMMENCEMENT OF WORK ON SITE IS BE UNDERTAKEN TO CONFIRM DEPTHS OF SERVICES WITHIN THE EXISTING CHAMBER

1200 (AT A S)

041.5023A.140	A
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SECOND SCHEDULE

Description of the Scheme

The Scheme consists of improvements to the Bedhampton roundabout resulting from the construction of housing estates at Harbour Place & Forty Acre Farm comprising the Works including the Assets on the Trunk Road together with other works including the Assets on the Council Network

situated at the location shown on the Scheme location plan:

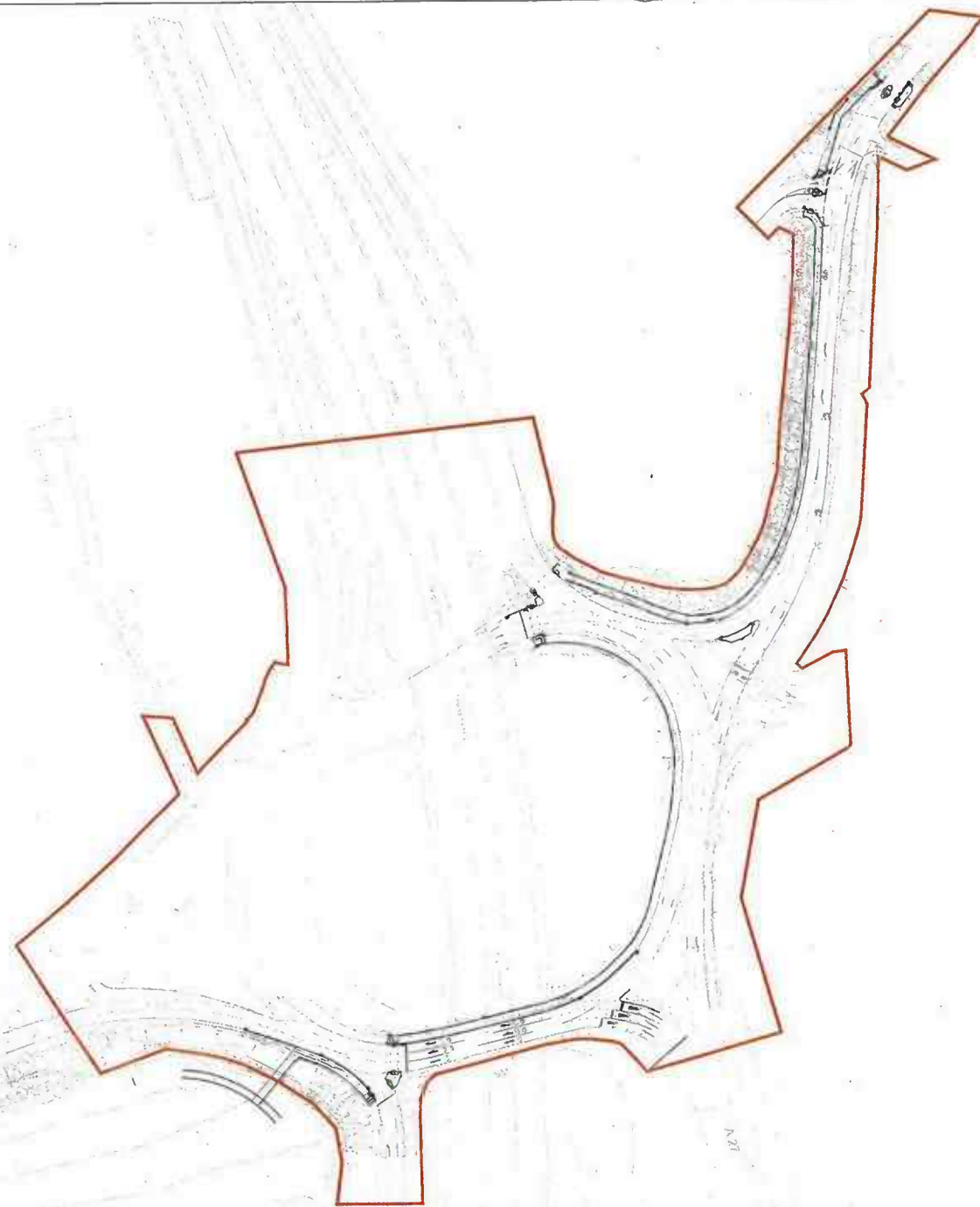
- 041.5023A.108 Rev G – Location Plan

and as shown in principle coloured dark grey, light grey, hatched grey, cross hatched grey, cross hatched green, red, dark blue, light blue and green on drawings:

- 041.5023A.101 Rev L – Engineering Layout Sheet 1 of 3

- 041.5023A.102 Rev M – Engineering Layout Sheet 2 of 3

- 041.5023A.103 Rev N – Engineering Layout Sheet 3 of 3



GENERAL NOTES

1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SERVICES AND SPECIALIST DRAWINGS AND SPECIFICATION.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PRODUCED BY THIRD PARTIES - THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING, PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

LEGEND

 SITE BOUNDARY: COMBINED NH/HCC BOUNDARIES

G	SITE BOUNDARY EXTENDED	15.03.2024	RL	COH
F	SITE BOUNDARY SHOWN	15.03.2024	RL	COH
E	AMENDED TO SUIT NH COMMENTS REGARDING TACTILE CROSSING	13.09.23	RL	EK
D	AMENDED DRAWING	26.01.23	LS	EK
C	UPDATED WITH CORRECT HCC & NH BOUNDARY	12.10.22	CP	EK
B	AMENDED DRAWING	26.09.22	CP	EK
A	AMENDED DRAWING	17.01.22	EK	CL
Rev	Description	Date	By	Chkd

Project Name RUSTY CUTTER ROUNDABOUT BEDHAMPTON	Title LOCATION PLAN	 Paul Basham Associates Ltd The Bethy, Came Hall Estate, Fareham, PO16 8UT 01329 711 000 info@paulbashamassociates.com www.paulbashamassociates.com	Client  BARRATT HOMES	Checked By RW	Checked Date 30.04.2021	Scale 1:2500 (AT A3 SIZE)
Project Phase DETAILED DESIGN				Drawn By EK	Drawn Date 30.04.2021	Client Drawing No. PBA Drawing No. 041.5023A.108 Revision G



EXISTING ROAD MARKINGS TO BE REMOVED THROUGH HYDROBLASTING METHOD AND MICROPLAYING WHERE REQUIRED EXISTING SURFACE DRESSING TO BE INSPECTED IN ADVANCE OF WORKS COMMENCING BY CONTRACTOR TO DETERMINE IF EXISTING MARKINGS CAN BE REMOVED WHIST RETAINING INTEGRITY OF EXISTING SURFACE IF REQUIRED SURFACE TO BE PLANED OUT AND RE-LAD FOLLOWING CONFIRMATION, ANY CHANGE TO PROPOSALS TO BE DISCUSSED AND AGREED WITH HCC PRIOR TO IMPLEMENTATION

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CDM Regulations 2015 : Reg. 9

Name of the below is deemed to relieve any contractor of his obligations under applicable health and safety legislation.

In preparing a design drawn on this and related drawings Paul Basham Associates has considered and where reasonably practicable eliminated foreseeable risks. Any further design or construction risks which remain are numbered below and identified by a risk rating and should be given particular attention by all those carrying out construction or future maintenance work.

GENERAL NOTES

1. THIS DRAWING IS INTENDED TO BE VIEWED IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SERVICES AND SPECIALIST DRAWINGS AND SPECIFICATIONS.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PROVIDED BY THIRD PARTIES - THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES DO NOT SCALE THIS DRAWING, PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS 'CONSTRUCTION'. PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

BOUNDARY NOTES

1. WHILST THE TWO HIGHWAY BOUNDARY PLANS DO NOT DIRECTLY ABUT DUE TO THE AGE AND DISCREPANCIES BETWEEN BASE MAPS, FROM A DELIVERABILITY PERSPECTIVE THE PROPOSED WORKS SHOULD ALL FALL WITHIN LAND UNDER CONTROL OF EITHER HAMPSHIRE COUNTY COUNCIL OR HIGHWAYS ENGLAND.

EXISTING SERVICES

1. IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN.
2. UNDERGROUND SERVICES MUST BE LOCATED IN ACCORDANCE WITH HSE GUIDANCE NOTES HS047.
3. SERVICES TO BUILDINGS ARE NOT SHOWN BUT IT MUST BE ASSUMED THAT ANY EXISTING BUILDING IS SERVED WITH LIVE SUPPLIES UNTIL PROVEN OTHERWISE. WRITTEN CORROBORATION THAT A SUPPLY IS DEAD MUST BE OBTAINED FROM THE RELEVANT UTILITY.
4. THE LOCATION OF ANY WASTES AND SERVICES MUST BE UNDERSTOOD BY HAND DUG TRENCHES. THE APPROVAL OF THE APPROPRIATE UTILITY MUST BE SOUGHT BEFORE ANY MECHANICAL PLANT IS USED.
5. THE INFORMATION PROVIDED ON THIS DRAWING ABOUT THE EXISTING UTILITY SERVICES IS BASED ON HISTORICAL RECORDS PROVIDED BY THE STATUTORY UTILITIES. THE ACTUAL POSITION AND STATUS OF ANY WASTES AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE. THIS DRAWING IS PROVIDED FOR INFORMATION ONLY.
6. CABLES TO STREET LIGHTING, ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST.
7. AN EXHAUSTIVE INVESTIGATION PRIOR TO COMMENCEMENT ON SITE IS TO BE UNDERTAKEN TO CONFIRM DEPTHS OF SERVICES WITHIN THE PROPOSED CARPARKWAY.

NOT APPROVED

5278 DRAWING/DESIGN IS STILL SUBJECT TO LHA APPROVAL. YOU ARE ADVISED TO MAKE DUE ALLOWANCE.

#	DESCRIPTION	DATE	BY	REV
M	ADDED TO SITE VISIT NOTES	09.03.24	EK	CDM
L	AMENDED TO SAT HCC COMMENTS	18.01.24	EK	CDM
K	AMENDED TO SAT HCC COMMENTS REGARDING P1 TERMINAL	18.01.24	EK	CDM
J	AMENDED TO SAT HCC COMMENTS REGARDING TACTILE CROSSING	13.09.23	RL	EN
H	HIGHWAY BOUNDARY CHANGED	23.06.23	EK	RV
G	UPDATED HCC X111 BOUNDARY FOLLOWING MEETING 30.09.22	03.10.22	GP	EV
F	AMENDED DRAWING	26.08.22	GP	EK
E	AMENDED DRAWING	14.08.22	EK	CL
D	AMENDED DRAWING	02.05.22	EK	CL
C	AMENDED DRAWING	17.01.22	EK	CL
B	AMENDED TO SAT HCC COMMENTS	20.08.21	EK	RV
A	AMENDED TO SAT HCC COMMENTS	13.08.21	EK	RV
R	DESCRIPTION	DATE	BY	REV

paul basham associates

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The Broom, Canal Mill Estate, 100, Mill Lane, Basingstoke, Hampshire, RG24 0AB
01252 711500
info@paulbashamassociates.com www.paulbashamassociates.com



RUSTY CUTTER ROUNDABOUT BEDHAMPTON			
ENGINEERING LAYOUT SHEET 3 OF 3			
Project Phase			
Client Ref	Client Date	Drawn By	Drawn Date
RV	19.02.21	EK	19.02.21
Client Drawing Ref	Scale		Sheet Size
	1:250		(AT A1 SIZE)
BGA Drawing Ref		Revision	
041.5023A.103		N	

THIRD SCHEDULE

Assets

Drawing showing the Assets on the Trunk Road and on the Council Network and also showing the location of the proposed Maintenance Layby:

- AMALO-PBA-RC4 Rev D - ITS Asset Management Plan
- AMALO-PBA-RC5 Rev B – ITS Assets Management Plan
- AMALO-PBA-RC6 Rev B – ITS Assets Management Plan



- KEY - TRAM ROAD
- PRIMARY SIGNAL
 - SECONDARY SIGNAL WITH LONG HOOD
 - PASSIVELY SAFE POLE WITH LOW LEVEL ACCESS AND WATERPROOF TENUATION
 - 6A PASSIVELY SAFE POLE WITH LOW LEVEL ACCESS LOWERING TYPE
 - TOUCHAN PUSH BUTTON UNIT WITH TACTILE AND HIGH LEVEL REPEATER
 - PUSH BUTTON WITH TACTILE
 - KEBS SIDE DETECTOR
 - ON CROSSING DETECTOR
 - CONTROLLER
 - EXISTING POWER SUPPLY FEEDER PILLAR
 - 430 X 800 CHAMBER
 - NAL SOCKET STANDARD
 - NAL SOCKET WIDE BASE
 - 1 X 100MM DUCT
 - ADDITIONAL AREAS OF CONCRETE SUPROUND
 - MAINTENANCE BAY
 - SMART MICRO ABOVE GROUND DETECTOR
 - MULTIPLANE STOPPING DETECTOR

- KEY - LOCAL AUTHORITY
- PRIMARY SIGNAL
 - SECONDARY SIGNAL WITH LONG HOOD
 - PASSIVELY SAFE POLE WITH LOW LEVEL ACCESS AND WATERPROOF TENUATION
 - 6A PASSIVELY SAFE POLE WITH LOW LEVEL ACCESS LOWERING TYPE
 - TOUCHAN PUSH BUTTON UNIT WITH TACTILE AND HIGH LEVEL REPEATER
 - PUSH BUTTON WITH TACTILE
 - KEBS SIDE DETECTOR
 - ON CROSSING DETECTOR
 - SMART MICRO ABOVE GROUND DETECTOR
 - 430 X 800 CHAMBER
 - NAL SOCKET STANDARD
 - NAL SOCKET WIDE BASE
 - 1 X 100MM DUCT



Amalo Consulting Ltd
INCORPORATED IN THE UNITED KINGDOM

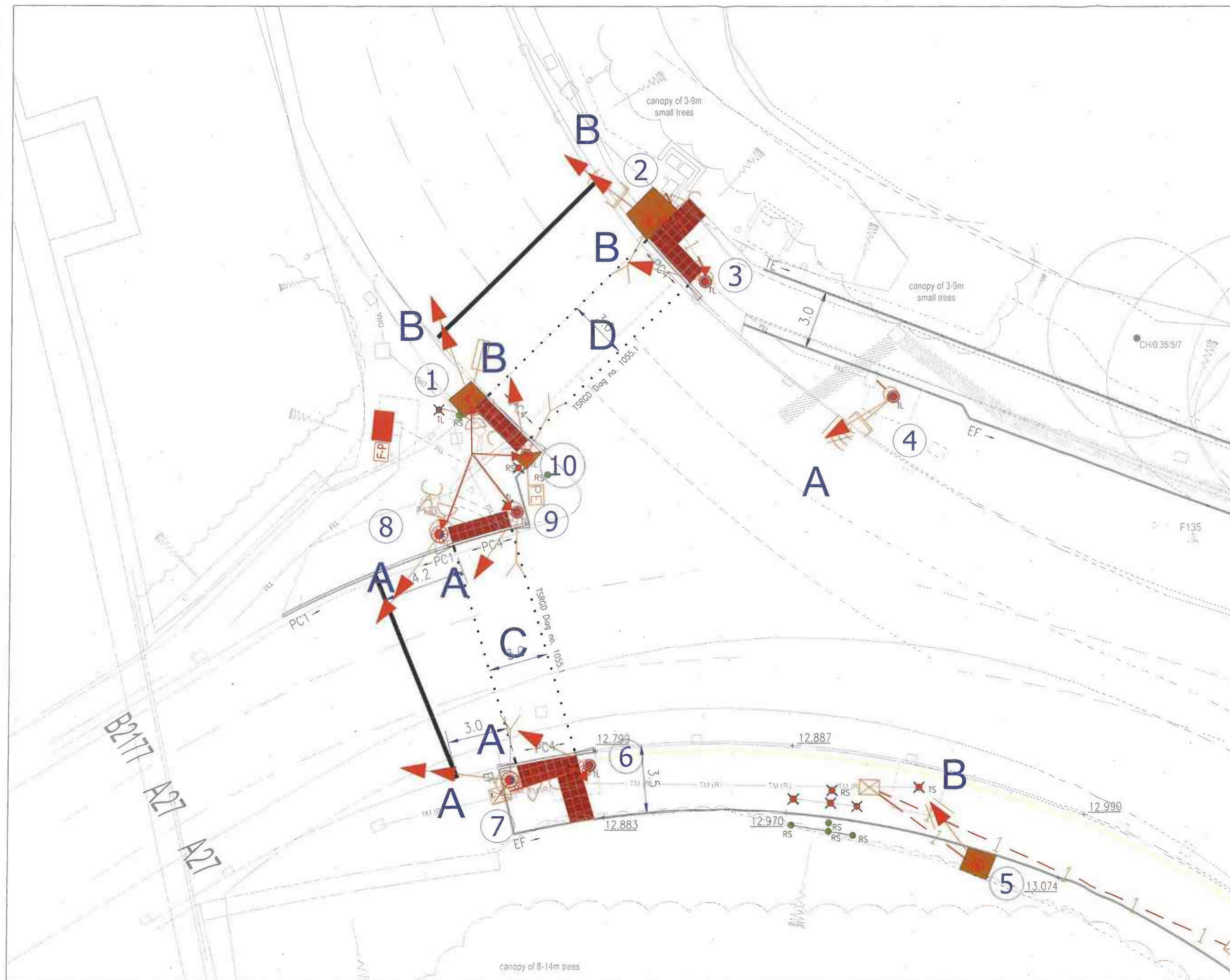
Paul Basham Associates
INCORPORATED IN THE UNITED KINGDOM

Project Name
**RUSTY CUTTER ROUNDABOUT
HAVANT**

Title
**ITS Asset Management Plan
A3(M) Junction 5 Northbound and Southbound Off Sips
HAS063 and 064 - Bedhampton Roundabout
(J435111 and J435121)**

Drawn By	Checked By	Drawn By	Checked By
NJB	28/03/24	NJB	28/03/24
		N/A	

Drawn by: AMALO-PBA-RC4



KEY - LOCAL AUTHORITY:

- PRIMARY SIGNAL
- SECONDARY SIGNAL WITH LONG HOOD
- PASSIVELY SAFE POLE WITH LOW LEVEL ACCESS AND WATERPROOF TERMINATION
- 6m PASSIVELY SAFE POLE WITH LOW LEVEL ACCESS LOWERING TYPE
- TOUCAN PUSH BUTTON UNIT WITH TACTILE AND HIGH LEVEL REPEATER
- PUSH BUTTON WITH TACTILE
- KERB SIDE DETECTOR
- ON CROSSING DETECTOR
- CONTROLLER
- EXISTING POWER SUPPLY FEEDER PILLAR
- 450 x 600 CHAMBER
- NAL SOCKET STANDARD
- NAL SOCKET WIDE BASE
- 1 x 100mm DUCT
- ADDITIONAL AREAS OF CONCRETE SURROUND
- MAINTENANCE BAY
- SMART MICRO ABOVE GROUND DETECTOR
- MULTILANE STOPLINE DETECTOR

Amalo Consulting Ltd

Paul Basham Associates

RUSTY CUTTER ROUNDABOUT
HAVANT

ITS Asset Management Plan
A3(M) Junction 5 Northbound and Southbound Off Slips
HA5063 and 064 - Bodhampton Roundabout
(J435111 and J435121)

Checked By	Checked Date	Drawn By	Drawn Date
NJB	28/03/24	NJB	28/03/24
		N/A	

AMALO-PBA-RC6 **B**

IN WITNESS whereof the Parties have executed this document as a Deed delivered the day and year first before written.

Executed as a Deed by affixing the common seal of **HAMPSHIRE COUNTY COUNCIL** in the presence of:



37/10/856

[Redacted signature]

Authorised Signatory

ADRIAN OWEN

Name (capitals)

AUTHORISED OFFICER

Position

Executed as a Deed
by affixing the Common seal 2024 no 0347
Of **National Highways Limited**
In the presence of



[Redacted signature]

Authorised Signatory

Brian F Read
Head of Pre-Contract Commercial Services

In presence of a Witness:

[Redacted witness name]

Witness Name:

Witness Address

Witness Occupation: