

DATED *24 January* ~~2021~~ *2022*

HAMPSHIRE COUNTY COUNCIL

- and -

VISTRY PARTNERSHIPS LIMITED

- and -

HOMES AND COMMUNITIES AGENCY

-and-

VIVID HOUSING LIMITED

Deed of Agreement for Highway Works at
Colt International, New Lane, Havant, Hampshire
pursuant to (inter alia) S.278 and S38 Highways Act 1980

HCC Legal File Ref: [Legal/137985/CMR]
HCC Dev. Con. File Ref: [6/3/13/188]

Barbara Beardwell
Head of Law and Governance and
Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

[S278 Colt International, New Lane, Havant]

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[S278 Colt International, New Lane, Havant]

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HAMPSHIRE COUNTY COUNCIL

SECTION 278 AND S38 DEED OF AGREEMENT

Date:

24 January 2022-2021

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ ("**the County Council**")
2. **VISTRY PARTNERSHIPS LIMITED** (Company Registration Number 00800384) whose registered office is situated at 11 Tower View, Kings Hill, West Malling, Kent, England, ME19 4UY ("**the Developer**")
3. **HOMES AND COMMUNITIES AGENCY t/a HOMES ENGLAND** of 4th Floor, One Friargate, Coventry CV1 2GN ("**the Owner**")
4. **VIVID HOUSING LIMITED** (a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 number 7544) ("**the Mortgagee**")

WHEREAS

- A. The County Council is the Highway Authority for Hampshire
- B. The Owner is the registered proprietor with title absolute of the Land registered at Land Registry under Title Number HP26714 for the benefit of which Land the Works hereinafter referred to are carried out
- C. The Owner has appointed the Developer to develop the Land
- D. The Developer is the registered leaseholder proprietor of that part of the Land registered at the Land Registry under title number SH54923 subject to the Charge in favour of the Mortgagee and is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works as defined herein and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

- E. The Mortgagee has an interest in the Land pursuant to the Charge and pursuant to a sub-lease of part of the Land granted by the Developer dated 10 July 2020
- F. The Owner the Developer and the Mortgagee (in its capacity as sub-lessee) now wish to dedicate as public highway the Orange Land being that part of the Land upon which the Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and to adopt the Orange Land and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained
- G. The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission
- H. The Owner agrees to grant the County Council such easements rights powers and privileges as are necessary for the purposes of its statutory undertaking

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

Definitions

1. In this Agreement the following expressions shall have the following meanings:

"Bond"	means a bond in the sum of one hundred and fifty four thousand four hundred and eighty eight pounds and fifty seven pence (£154,488.57) being the tender price of the Works as approved by the County Council plus the estimated cost of any commuted
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sums payable in accordance with Clause 7~~1~~
hereof in both cases as approved by the
County Council together with the cost of any
statutory undertakers works plus 10% thereof

"CDM Regulations"	means the Construction (Design and Management) Regulations 2015
"Certificate of Completion"	means a certificate issued by the County Council confirming the Works have been executed to its satisfaction and can be placed on maintenance
"Certificate of Maintenance"	means a certificate issued by the County Council pursuant to the provisions of Clause 9.2 of this Agreement following the expiry of the Maintenance Period
"Charge"	means a legal charge dated 10 July 2020 in favour of the Mortgagee
"Chartered Engineer"	means a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy its preferred requirements to be employed under an approved construction contract in accordance with Schedule 2 paragraph 7 and be independent of the Contractor
"Contractor"	means a contractor who complies with the Section 278 Guidance for Developers January 2021 ("Appointing a Contractor",

	from page 12) appointed by the Developer to undertake the Works
"Construction Contract"	means the contract between the Developer and the Contractor approved by the County Council in accordance with Schedule 2 paragraph 1.3
"Director of Economy Transport and Environment"	means the County Council's Director of Economy Transport and Environment or such other officer or officers as may from time to time be primarily responsible for the County Council's functions duties and responsibilities as a Highway Authority pursuant to the Act
"Guidance Notes"	means the "Section 278 Technical Submission Requirements" and "Section 278 Guidance for Developers" prepared by the Director of Economy Transport and Environment to inform Developers of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 Highways Act 1980
"Hampshire Street Lighting PFI Contract"	means the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
"Head of Law and Governance and Monitoring Officer"	means the County Council's Head of Law and Governance and Monitoring Officer or such other officer or officers as may from time to

time be primarily responsible for the provision of legal advice to the County Council

"Land" means the land for the purposes of identification only shown edged red on plan labelled "Site Location Land" attached hereto having the benefit of the Planning Permission

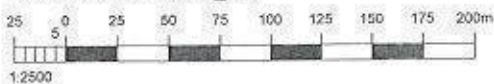
"Maintenance Period" means a period of at least 12 months following the date of the Certificate of Completion

"Management Plan" means a works management plan produced by the Developer showing how in the course of planning and construction of the Works the Developer will:

- (i) minimise disruption to all types of traffic;
- (ii) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them;
- (iii) minimise the number of closures/diversions required by the Works;
- (iv) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works.
- (v) comply with the Hampshire County Permit Scheme



Licence number L100075
Location Plan 1:2500 @ A3



Notes

1. This drawing is the copyright of M&A Architects Ltd
2. Do not scale this drawing except for Local Authority planning purposes.
3. All dimensions must be checked on site by the contractor prior to commencement of the works.



Client Approval

- X A - Approved
X B - Approved with comments
X C - Do not use

Rev. Revision Note/Purpose of Issue

Chk By Date



Client: **Drew Smith Ltd**

Job Title: **Colt Industrial Estate
Havant
ITT for Homes England**

Drawing title: **Site
Location Plan**

Drawn	Date	Checked	Date	Scale at A3			
Yes	17/08/19	JA	17/08/19	1:2500			
Job No.	Pro.	Org.	Zone	Level	Type	Role	Rev.
18-197	CIE	MHA	ZZ	ZZ	DR	A	001 P01
Purpose of Issue							
PRELIMINARY							

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Southern Gate 4 Chichester
West Sussex PO19 8JZ

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E: admin@drewsmith.co.uk
www.drewsmith.co.uk

United Kingdom
Registered in England and Wales

3719 240

"Orange Land"	means that part of the Land shown coloured orange on the drawing number 039.5021.105 Rev B attached to this Agreement such land to be dedicated pursuant to Clause 6
"Planning Permission"	means the planning permission reference APP/18/00244 granted on 30 January 2019 by Havant Borough Council for the development of the Land requiring the Works
"Programme"	means the programme for execution of the Works agreed in writing by the County Council pursuant to Schedule 2 paragraph 1.1 and shall include; • Start dates, access dates, key dates and completion dates. • The order and timing of operations of the contractor employed to undertake the works. • Traffic management operations and resources employed. • Allowances for others as required for undertaking works. • Float, time risk and weather allowances • Submission of information and acceptance allowances.

"Specification"	means the 'Manual of contract documents for highway works: Volume 1 Specification for highway works' published by TSO in November 2009 as modified and extended by any supplements and revisions and further as modified and extended by Hampshire County Council's Model Contract Specification (available on request), Hampshire County Council's Highway Construction Standard Details (available at www.hants.gov.uk/transport/developers/standard-details), Hampshire County Council's Technical Guidance Notes (available at www.hants.gov.uk/transport/developers/technical-guidance) and Hampshire County Council's Companion Document to Manual for Streets where applicable (available at http://documents.hants.gov.uk/transport/manual_for_streets.pdf) all as in force at the date of commencement of the Works
"TSO"	means The Stationery Office Limited (03049649) and whose registered office is at 1-5 Poland Street London W1F 8PR being formerly Her Majesty's Stationery Office
"Working Day"	means any day Monday to Friday inclusive excluding bank holidays between the hours of

0830 and 1630 and the expression 'Working Days' shall be construed accordingly

"Works" means the highway works described in Schedule 1 hereto

2. This Deed of Agreement is made pursuant to Sections 38 251 and 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011
3. Where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall be in writing and not be unreasonably withheld or delayed
4. Any notice or other communication to be served by the Developer under the terms of this Agreement shall be in writing and shall not be deemed to be given until received by the County Council at The Castle, Winchester, Hampshire SO23 8UJ and addressed to the Head of Law and Governance and Monitoring Officer or to such addressee as the County Council may from time to time stipulate

Developer's Covenants

5. The Developer hereby covenants with the County Council as follows:

The Works

- 5.1. To carry out at its own expense and at no cost to the County Council the Works described in Schedule 1 as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions described in Schedule 2

- 5.2. To notify the County Council in writing as to the date the Works are opened to the public no later than one month following such opening in addition to and without prejudice to the issuing of the Certificate of Completion

Indemnity

- 5.3. That it hereby indemnifies and shall keep indemnified the County Council in respect of all actions claims demands fees charges expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker including (but not limited to) any costs expenses and penalties incurred by the County Council in the event the Developer exceeds the timescale specified in the Programme other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of below shall apply and those arising as a result of the default failure or negligence of the County Council or its employees or agents PROVIDED THAT:

- 5.3.1 the County Council shall notify the Developer as soon as reasonably practicable upon receipt of any claim.
- 5.3.2 the County Council shall not accept any claim without first having given the Developer details of such claim and having given the Developer the opportunity to make representations to the County Council as to the validity and quantum of such claim.
- 5.3.3 the County Council shall in settling any such claim give full and due regard to any representations made by the Developer in respect thereof.

- 5.3.4 the County Council shall following the acceptance of any claim notify the quantum thereof to the Developer in writing

Public Liability

- 5.4. That it shall without prejudice to its liability under Clause 5.3 and Clause 5.5 hereof to indemnify the County Council be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall (without prejudice to the requirements of Schedule 2 paragraph 1.9 of this Agreement) on request by the County Council produce for inspection the relevant original policies of insurance together with receipts for the premiums paid

Land Compensation Claims

- 5.5. That subject to the provisions of clauses 5.3.1 to 5.3.4 hereof it hereby indemnifies the County Council against all costs associated with its responsibilities and all claims under section 10 of the Compulsory Purchase Act 1965 and pursuant to Part I and Part II of the Land Compensation Act 1973 (as amended) and regulations made there under (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Works

Dedication

6. The Owner the Developer and the Mortgagee hereby dedicate the Orange Land as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on default

by the Developer of any of the terms of the Agreement the County Council shall have the right to enter the Orange Land to complete the Works and in this case dedication shall be effective from the date of such entry

Security Bond

7. The Developer shall not commence the Works until it has provided to the County Council a Bond by a surety acceptable to the Head of Law and Governance and Monitoring Officer to the effect that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in this Agreement or in the event of the Developer becoming bankrupt or going into liquidation or entering administrative receivership or entering into a deed of arrangement for the benefit of its creditors the surety shall pay to the County Council on demand such sum as may be certified by the County Council to be required in order to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate and remedy any defects prior to the Works becoming maintainable at the public expense or occurring or discovered during the Maintenance Period and the cost of any other sums due under the terms of this Agreement and such further sum as the Head of Law and Governance and Monitoring Officer may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Developer under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT upon issue of the Certificate of Completion the Bond may be reduced by 85% or to the sum of £5,000.00 whichever is the greater value as agreed by the County Council and PROVIDED FURTHER that upon issue by the County Council of the Certificate of Maintenance the Bond shall be released

Payments

8. The Developer further covenants with the County Council to pay to the County Council:

On the date of the Agreement

- 8.1 On the date hereof the whole of the reasonable costs incurred by the Head of Law and Governance and Monitoring Officer and the Director of Economy Transport and Environment in the preparation of this Deed.

Prior to commencement of the Works

- 8.2 On demand and in any event prior to commencement of the Works the reasonable cost to the County Council of approving the detailed contract drawings for the Works including the cost of approval of preliminary design check drawings and structural approvals (less any pre-check fees already paid to the County Council) on account of such costs
- 8.3 On demand and in any event prior to commencement of the Works a sum equal to 5 per cent of the cost of the Works as estimated by the County Council or £2,000 (whichever is the greater) being a sum on account of the County Council's reasonable costs incurred in inspecting and administering the Works and further shall pay any additional sum incurred by the County Council's in inspecting and administering the Works within fourteen (14) days following receipt of an invoice from the County Council
- 8.4 Prior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works
- 8.5 Prior to commencement of the Works the full cost to the County Council of any permanent traffic regulation orders or road hump notices

Prior to issue of Certificate of Completion

- 8.6 Prior to the issue of the Certificate of Completion and in respect of the future maintenance of:-

- 8.6.1 soakaways (if any) including any rubble drains
terminal soakaways or linear ditch soakaways – a
commuted sum of £3,500.00 per soakaway
PROVIDED THAT should any soakaway have a cubic
capacity exceeding 5 cubic metres an additional sum
will be payable calculated pro rata in respect of any
cubic capacity in excess of 5 cubic metres
- 8.6.2 unusual paving surfacing and high friction surfaces (if
any) a commuted sum equal to the replacement cost
- 8.6.3 illuminated signs (if any) a commuted sum equal to
the replacement cost
- 8.6.4 decorative (i.e. non standard) street lighting (if any) a
commuted sum equal to the replacement cost
- 8.6.5 street furniture (if any) a commuted sum equal to the
replacement cost
- 8.6.6 bus shelters (including any variable message signs
traffic travel and bus passenger information) (if any) a
commuted sum equal to the replacement cost
- 8.6.7 landscape works (if any) a commuted sum of:
 - 8.6.7.1 in respect of any bed, grass or shrub planting
£40 per square metre
 - 8.6.7.2 in respect of any new trees £400 per tree
 - 8.6.7.3 in respect of any retained trees £1,500 per
tree
- 8.6.8 highway structures (including culverts over 900mm
diameter head walls and retaining walls with a
retained height of over 1500mm or more) (if any) 20%
of the works cost of the construction of those works

- 8.6.9 traffic signal installations (including controlled pedestrian crossings and any CCTV variable message signs traffic travel and bus passenger information systems)(if any) 20% of the works cost of the construction of those works including inter-alia ducts drawpits signal poles and any other costs incurred by the County Council in respect of loop cutting and installation
 - 8.6.10 hydrobrakes petrol interceptors pebble drains linear ditches (if any) a commuted sum equal to the replacement cost per hydrobrake petrol interceptor pebble drains linear ditch
 - 8.6.11 water attenuation systems Sustainable Drainage Systems (SUDS) and any other drainage systems other than those referred to in Clauses 8.6.1 and 8.6.10 above (if any) a commuted sum equal to the cost as determined by the County Council for the ongoing maintenance of such systems being solely for the disposal of highway water
- 8.7 On demand and in any event prior to the issue of the Certificate of Completion the costs of all design checks and inspections together with any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the Hampshire Street Lighting PFI Contract
- 8.8 Prior to the issue of the Certificate of Completion any sums due pursuant to Schedule 2

Prior to the Reduction of the Bond

- 8.9 On demand and in any event prior to the reduction of the of the Bond the sum of £150 for costs incurred in approving

administering and reducing the Bond required pursuant to Clause 7

Prior to the Release of the Bond

- 8.10 On demand and in any event prior to the release of the Bond the sum of £150 for costs incurred in approving administering and releasing the Bond required pursuant to Clause 7

Prior to the Issue of the Certificate of Maintenance

- 8.11 On demand and in any event prior to the issue of the Certificate of Maintenance the costs of all design checks and inspections together with any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the Hampshire Street Lighting PFI Contract
- 8.12 Prior to the issue of the Certificate of Maintenance any sums due pursuant to Schedule 2

Payment on Demand

- 8.13 Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten Working Days of the County Council's written demand ("the Demand") as well as the interest at a rate of 4% per annum above the base lending rate of the HSBC at the date of the Demand on the sum outstanding from the due date under this Agreement until the actual date of payment to the County Council

County Council's Covenants

9. The County Council hereby covenants with the Developer as follows:
- 9.1 That it hereby authorises the Developer and the Contractor to carry out the Works within the public highway subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2

- 9.2 That upon completion of the Works to the satisfaction of the County Council the County Council will issue a Certificate of Completion and as from the date of the Certificate of Completion that part of the Works as are at the date of this Agreement within the public highway or which are on that part of the the Orange Land (which will become public highway pursuant to Clause 6 of this Agreement) shall become maintainable at public expense SAVE THAT for the Maintenance Period the Developer shall maintain the Works and after the expiry of the Maintenance Period and PROVIDED ALWAYS that the Works have been fully maintained as aforesaid and that any defects appearing or safety issues identified during the Maintenance Period have been made good and all sums due under this Agreement have been paid the County Council shall thereupon issue a Certificate of Maintenance PROVIDED FURTHER THAT the County Council shall be at liberty to delay the issue of the Certificate of Maintenance if in its opinion the Works are likely to be used by heavy or other construction vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors in connection with road or building works carried out on the Land or on adjoining land in any which cases the Maintenance Period shall be extended accordingly

Further Agreement Between Parties

10. It is further agreed between the parties that:
- 10.1 In accordance with Regulation 4(8) of the CDM Regulations the Developer hereby elects to be the only client for the purposes of the CDM Regulations for any part of the Works as may be within the public highway and the County Council consents to such an election and for the avoidance of doubt the County Council shall have a duty only under Regulations 4(4), 8(4) and 8(6) of the CDM Regulations insofar as those

duties relate to health and safety information in the County Council's possession as a Highway Authority

- 10.2 If the estimated value of the contract for the Works equals or exceeds the threshold identified in Regulation 5(1) of the Public Contracts Regulations 2015 then the Developer as contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Public Contracts Regulations 2015.

Non-Compliance

11. Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than fourteen (14) days' notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate in default with its own employees or by contract or otherwise (entering the Land if necessary to do so) and to recover the cost as certified by the County Council from the Developer
12. In the event that the Developer fails to execute or complete the Works in accordance with the timescale set out within the notice referred to in Clause 11 and the County Council is subsequently required to exercise its powers set down in Clause 11 hereof then the authority given to the Developer under Clause 9.1 shall be immediately revoked

Arbitration

13. Save for matters of interpretation of this Agreement (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ("Expert") to be agreed upon between the parties hereto or at the request and option of either of

them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto and whose costs (including the re-imbursement of the costs of any other experts' fees) shall be at his discretion

14. The Expert shall:

- 14.1 have at least ten years post qualification experience in the subject matter of the dispute
- 14.2 be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than thirty (30) Working Days from the date of his appointment to act
- 14.3 be required to give notice to each of the third parties inviting each of them to submit to him within such period as he shall reasonably determine within ten (10) Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within fifteen (15) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within fifteen (15) Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties

15. It is hereby declared and agreed between the parties hereto that nothing in Clauses 13 and 14 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement

Miscellaneous

16. The Owner and the Developer hereby agree that the Works are for the benefit of the Land
17. If the Works have not commenced in accordance with the terms of this Agreement within two (2) years of the date hereof this Agreement (save always for any outstanding liabilities on the part of the Developer) shall absolutely determine and cease to have any effect unless otherwise agreed in writing
18. For the avoidance of doubt reference wherever it appears in this Agreement to the Developer shall not include any successor in title thereto in respect of the authority granted to the Developer to carry out the Works pursuant to Clause 9.1
19. Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given there under
20. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any rights to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title to a party hereto
21. In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement."
22. Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given thereunder
23. This Agreement shall be registered as a Local Land Charge

Mortgagee's Consent

24. The Mortgagee hereby consents to the Developer entering into this Deed

SCHEDULE 1

Description of Works

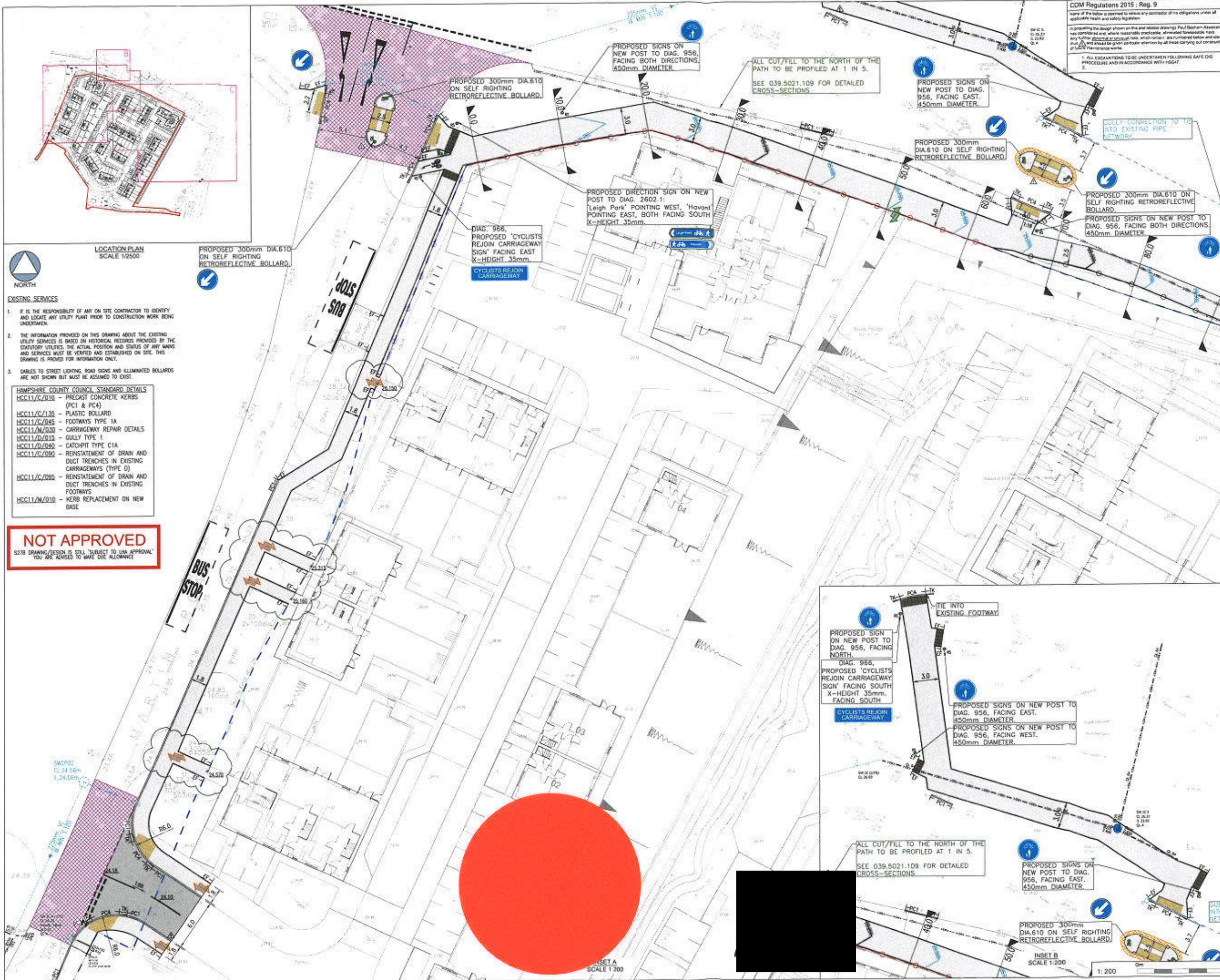
The Works referred to in this Agreement and shown in principle on Drawing(s)

- 039.5021.101 Rev B s278 Engineering layout and Location Plan Sheet 1 of 2
- 039.5021.102 Rev B s278 Engineering layout and Location Plan Sheet 2 of 2
- 039.5021.105 Rev B s278 land Dedication and Visibility Splays

attached hereto shall comprise the provision of:-

- Shared use path works along Bartons Road and New Lane along the northern and western perimeter of the site
- New crossing facilities on Martin Road, including cycle slip
- New crossing facility on Bartons Road to connect into shared use path works on the northern side of Bartons Road
- New crossing facility on New Lane to connect into the new shared use path improvements being provided to the east

TOGETHER WITH such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment PROVIDED THAT if the Department for Transport Technical Design Standards or Advice is amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments it deems necessary to ensure that the Works comply with the revised standards



CDM Regulations 2015: Reg. 9
None of the below is intended to release any contractor of his obligations under applicable health and safety legislation.
In preparing this design shown on this and related drawings Paul Basham Associates has considered and where reasonably practicable, eliminated foreseeable risk. Any further general precautions which remain are numbered below and identified blue and should be given particular attention by all those carrying out construction or other maintenance work.
1. All excavations to be undertaken following safe dig procedures and in accordance with HSG47.
2.

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.
HIGHWAY NOTES
1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW). IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUILIBRIUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON-SITE FOLLOWING IN-SITU CBR TESTS. ALL EXCAVATIONS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL LINDING AND SIGNING DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRD2016).

- LEGEND
- FLEXIBLE CARRIAGEWAY CONSTRUCTION
40mm AC10 DENSE SURF 40/60 CL912, PSV65
65mm AC20 DENSE BINDER 40/60 CL908
105mm AC32 DENSE BASE 40/60 CL906
240mm TYPE 1 CL803
600mm OF 6F CAPPING MATERIAL
(DEPTH TO BE ADJUSTED BASED ON EQUILIBRIUM CBR AND HCC CBR TABLE.)
 - FLEXIBLE FOOTWAY CONSTRUCTION
20mm AC6 DENSE SURF 100/150 CL912, PSV55
100mm HBM CL810
 - PROPOSED VERGE, 200mm OF TYPE 5B TOPSOIL TO BE PROVIDED, UNDERLAIN BY TYPE 4 FILL TO BE SEEDDED WITH HCC APPROVED GRASS SEED MIX.
45mm HRA 30/14 F SURF 40/60 CL911, PSV65
HIGHWAY REINSTATEMENT IN ACCORDANCE WITH HCC10/M/030, REPAIR TYPE B1.
 - REINSTATEMENT IN ACCORDANCE WITH HCC11/M/025
 - PROPOSED ROAD SIGN
PROPOSED "PLASTIC BOLLARD" HCC10/C/130
125 x 255 HB PRECAST CONCRETE KERBS (HCC10/C/010)
125 x 150 BN PRECAST CONCRETE KERBS (FLUSH) (HCC10/C/010)
125 x 150 BN PRECAST CONCRETE DROPPER KERB
 - PROPOSED LEVELS
1.40
CAMBER / CROSS FALL DIRECTION
INDICATIVE HIGHWAY BOUNDARY, BASED ON HCC RECORDS
PROPOSED 400x400 TACTILE (BUFF)
PROPOSED CORDOUBY PAVING (BUFF)
DEVELOPMENT SITE BOUNDARY
EXISTING HIGHWAY SURFACE WATER DRAIN (SPR SURVEY DATA)
HIGHWAY SURFACE WATER DRAIN VERIFIED CLAP 225# (UNO)
150mm VERIFIED CLAY GULLY CONNECTION
GULLY (HCC TYPE 1) WITH 150W CONNECTION (UNO) GULLIES TO BE CONNECTED INTO THE EXISTING HIGHWAY DRAINAGE, UNO
PROPOSED CATCHPIT C1A - HCC11/D/040
PEDESTRIAN LINK TO EXISTING HWY ROUTES
CYCLE LINK TO EXISTING HWY ROUTES
 - 1.4m PRIVATE FENCING
1.1m PRIVATE FENCING
1.4m 5 PAL TIMBER FENCE (FOOTINGS TO BE COMPLIANT WITH HCC11/C/2150)

- EXISTING SERVICES
- IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN.
 - 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 MAINS AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE. THIS DRAWING IS PROVIDED FOR INFORMATION ONLY.
 - CABLES TO STREET LIGHTING, ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST.
- HAMPSHIRE COUNTY COUNCIL STANDARD DETAILS
HCC11/C/010 - PRECAST CONCRETE KERBS (PC1 & PC4)
HCC11/C/135 - PLASTIC BOLLARD
HCC11/C/045 - FOOTWAYS TYPE 1A
HCC11/M/030 - CARRIAGEWAY REPAIR DETAILS
HCC11/D/015 - GULLY TYPE 1
HCC11/D/040 - CATCHPIT TYPE C1A
HCC11/C/095 - REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING CARRIAGEWAYS (TYPE D)
HCC11/C/095 - REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING FOOTWAYS
HCC11/M/010 - KERB REPLACEMENT ON NEW BASE

NOT APPROVED
S276 DRAWING/DESIGN IS STILL SUBJECT TO LHA APPROVAL
YOU ARE ADVISED TO MAKE DUE ALLOWANCE

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR TENDERS	14/06/2020	COM
2	HCC DESIGN AUDIT 12 RESPONSE	14/06/2020	COM
3	HCC DESIGN AUDIT 12 RESPONSE	08/07/2020	COM
4	ISSUED FOR TENDERS	08/07/2020	COM

Paul Basham Associates

Drawn by: DREW SMITH

Checked by: DREW SMITH

Project: FORMER DOLT INTERNATIONAL HAVANT

Drawn: S276 ENGINEERING LAYOUT AND LOCATION PLAN SHEET 1 OF 2

Project Name: PRELIMINARY

Drawn By:	COM	Drawn Date:	08.10.2020
Checked By:	COM	Checked Date:	08.10.2020
Drawn By:	COM	Drawn Date:	08.10.2020
Checked By:	COM	Checked Date:	08.10.2020

Scale: (AT A1 SIZE)

039.5021.101

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and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the County Council and the Works are commenced within three months of the date of the written approval thereof then SUBJECT ALWAYS TO AND WITHOUT PREJUDICE to Schedule 2 paragraph 12 hereof the County Council shall not seek any amendments to the Works

SCHEDULE 2

Terms and Conditions of Works

The Works shall be carried out in accordance with the following terms and conditions:

1. The Works shall not be commenced until:
 - 1.1. Detailed contract drawings a Programme and traffic management measures have been prepared by the Developer and approved by the County Council in writing
 - 1.2. The Developer has demonstrated to the satisfaction of the County Council how it will comply with the Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters 1992 and has submitted to the County Council a Management Plan.
 - 1.3. Written details of the form of Construction Contract for the Works has been submitted to the County Council and approved by the County Council
 - 1.4. Where the estimated value of the contract for the works equals or exceeds the threshold provided in Regulation 5(1) of the Public Contracts Regulations 2015 tenders have been invited under the Open Procedure and in compliance with the Public Contract Regulations 2015 and copies of the Contract Award Notice independent financial tender and evaluation report justifying the selection of the economic operator in accordance with Regulation 58 has been submitted to the County Council

1.5. The Developer has:-

1.5.1 Obtained any necessary licences and given any necessary notices pursuant to the New Roads and Street Works Act 1991; and

1.5.2 Obtained any necessary consents and permissions from any railway canal, inland navigation, dock or harbour undertakers or any other party or organisation where the consent or permission of the undertaker, party or organisation is required for the Works to be lawfully undertaken and completed

1.6. Where in accordance with Regulation 4(8) of the CDM Regulations the Works are notifiable the Developer as the only client has provided to the County Council:-

1.6.1 a copy of the notice to be served under Reg 6(2) of the CDM Regulations and a copy of the Notification of Project (form HSE10) to the HSE

1.6.2. confirmation that duties under Reg 4(4) and 4(5) of the CDM Regulations are being carried out

1.7. Where in accordance with Regulation 5(1) of the CDM Regulations there is more than one contractor or it is foreseeable that there will be more than one contractor the Developer as the only client shall provide to the County Council written details of the principal designer and the principal contractor who will undertake these roles during the construction phase of the works

- 1.8. Paid all sums due prior to commencement of the Works pursuant to Clause 8
- 1.9. The original insurance policy and receipts referred to in Clause 5.4 or copies thereof certified by a solicitor have been produced
- 1.10. A noise survey and assessment in respect of the Works has been undertaken by a competent noise expert in accordance with the advice and instruction contained in the technical memorandum entitled '*Calculation of Road Traffic Noise*' published June 1988 by the TSO as may be amended from time to time and a copy of the survey and assessment has been submitted to the County Council and all and any requirements arising therefrom have been undertaken by the Developer at its own expense
- 1.11. The Developer has provided in writing to the satisfaction of the County Council measures to ensure the highway remains adequately lit at all times during the works and supply temporary lighting when required
- 1.12. The Developer will maintain access to all apparatus that is part of the Hampshire Street Lighting PFI Contract and where this is not possible the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer
- 1.13. Where the Developer removes or relocates any apparatus that is part of the Hampshire Street Lighting PFI Contract the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer

2. Detailed contract drawings for highway structures (if any) shall be prepared by the Developer and submitted for written approval to the County Council in accordance with Department for Transport Document BD2/12 or any revision or replacement thereof and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 or revision or replacement thereof the documents to be agreed as applicable
3. The Developer shall notify the County Council as follows:
 - 3.1. Without prejudice to the Programme following approval of detailed contract drawings the Programme and traffic management measures at least three (3) months prior to the commencement of the Works of its intention to proceed with the Works
 - 3.2. At least ten (10) clear Working Days prior to commencement of the Works of its intention to proceed with the Works
 - 3.3. That the Works have commenced no later than the next Working Day following commencement of the Works
 - 3.4. At least twenty four (24) hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures
4. At least three (3) months prior to commencement of the Works the Developer shall give notice to each statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services

necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council

5. The Works shall be signed and protected to at least the standards of the Traffic Signs Manual Chapter 8 2nd Edition published by TSO in March 2009 and the Safety at Street Works and Road Work A Code of Practice published by Department of Transport in June 2014 and the proposed arrangements shall be approved in writing by the County Council before the Works commence
6. The Works shall be carried out in accordance with the Specification and Programme prepared in accordance with the Guidance notes
7. The Works shall be carried out:
 - 7.1. Unless agreed otherwise by the County Council under the terms of a Construction Contract; and
 - 7.2. Under the direction and instructions of a Chartered Engineer (or where agreed by the County Council a nominated person approved by the County Council) who shall be authorised to issue instructions to the Contractor in the normal execution of duties under the Construction Contract
 - 7.3. The Chartered Engineer (or where agreed by the County Council a nominated person approved by the County Council) shall further be responsible for negotiating and implementing any design changes to the Works that might be agreed during the course of construction of the Works by the County Council
 - 7.4. The inspection and direction of the County Council shall be accepted and the Works shall be carried out in accordance with the approved detailed contract drawings the Specification and the Programme and to a standard of workmanship and

quality of materials approved by the County Council

8. During the progress of the Works the County Council shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the County Council to conform to the approved detailed contract drawings the Specification and the Programme
9. The Developer shall not cover up any works without the approval of the County Council and shall afford full opportunity for it to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three (3) Working Days' notice to the County Council whenever any such work or foundations is or are ready for examination
10. The County Council shall have power in its reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which it may reasonably find to be not in accordance with the approved detailed contract drawings and the Specification
11. The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found to be not in accordance with the detailed drawings and the Specification
12. Immediately prior to the issue of the Certificate of Completion and (also if required by the County Council prior to issue of the Certificate of Maintenance) on site road safety audits shall be carried out by the Developer in the presence of the County Council and arising

therefrom the County Council shall be at liberty to require such alterations to the approved detailed contract drawings and to the Works at the expense of the Developer as may be reasonably required to ensure the safety of users of the highway

13. The Works shall be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme or any variation thereof agreed by the County Council
14. To protect the County Council's legitimate interest as Highway Authority and the effective operation of the public highway should the Works not be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme the Developer shall if required by the County Council pay to the County Council on demand a sum proportionate the disruption caused to the public highway by the delayed works of up to £2,000 as stipulated by the County Council per Working Day for each day the Works continue on the public highway past the timescale specified in the Programme which the County Council shall apply towards the purpose of developing policies for the promotion and encouragement of safe integrated and economic transport facilities and services to from and within its area
15. The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the County Council
16. The Developer shall fully maintain the Works for the Maintenance Period and shall make good any defects or damage which may arise or be discovered during such period

17. The Developer shall provide the County Council with the following prior to issue of the Certificate of Completion
 - 17.1 CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and
 - 17.2 an up to date Electrical Installation Certificate and schedule of test results in respect of any street lighting in accordance with BS7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS7671 in a format approved by the County Council; and
 - 17.3 written confirmation from the Developer that the street lighting apparatus complies with the 'Accrual Required Standards' issued by the County Council pursuant to the Hampshire Street Lighting PFI Contract
 - 17.4 in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets of "as built" drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates
 - 17.5 accurate 1:500 scale of "as built" drawings supplied dwg format (packaged with any associated XRefs) and PDF format
 - 17.6 records of the earthworks showing sources of material used in areas of fill, description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks

- 17.7 records of the sources of supply of all other manufactured materials (eg. drainage goods fencing materials traffic signs electrical components and cables etc)

IN WITNESS whereof the parties hereto 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:-)

Authorised Signatory

Name (capitals) DAVID KELLY

Position Authorised Signatory

EXECUTED AS A DEED by)
affixing the Common Seal of)
VISTRY PARTNERSHIPS LIMITED)
in the presence of:)

Authorised Signatory

(Print Name) I. Galloway

Authorised Signatory

(Print Name) ADEAN CATIE

Executed as a Deed by affixing the Common)
Seal of HOMES & COMMUNITIES AGENCY)
in the presence of: -)

052075

Authorised Signatory

M HARRIS

EXECUTED as a DEED

VIVID HOUSING LIMITED

acting by *Roy Stacey*
an officer appointed for that purpose by
its attorney Trowers and Hamlin LLP
section 74(4) of the Law of Property
Act 1925 in the presence of

Signature of officer

Witness signature

Name

Address

Occupation