DATED 8 FEBRUARY 2022

HAMPSHIRE COUNTY COUNCIL

and

BELLWAY HOMES LIMITED

Deed of Agreement for Highway Works at Land south of Bartons Road, Havant – Offsite enhancements pursuant to (inter alia) S.278 Highways Act 1980

HCC Legal File Ref: Legal/126907/CMR
HCC Dev. Con. File Ref: 6/3/4/314

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

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HAMPSHIRE COUNTY COUNCIL

SECTION 278 DEED OF AGREEMENT

Date: 8 FEBRUARY 2022

PARTIES:

1. **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ (**"the County Council"**)

2. **BELLWAY HOMES LIMITED** (company registered number 00670176) of Woolsington House, Woolsington Newcastle Upon Tyne, England, NE13 8BF (**"the Developer"**)

WHEREAS

A. The County Council is the Highway Authority for Hampshire

B. The Developer is the registered proprietor with title absolute of the Land registered at Land Registry under Title Number SH48894 for the benefit of which Land the Works hereinafter referred to are carried out

C. The Developer 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

D. 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

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 seventy eight thousand nine hundred and thirty five pounds and fifty pence (£78,935.50) being the tender price of

	the Works as approved by the County Council plus the estimated cost of any commuted sums payable in accordance with Clause 7.6 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 8.2 of this Agreement following the expiry of the Maintenance Period
"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
"Contributions"	means the Cycleway Contribution and the Lining and Surfacing Contributionand unless the context otherwise requires reference to Contribution shall be to either of them
"Cycleway Contribution"	means the sum of THIRTY FIVE THOUSAND POUNDS (£35,000) payable by the Developer to the County Council to cover the cost of constructing the shared use footway / cycleway on Bartons Road that does not form part of the Works and shown on drawing C8580-D-210 Rev D
"Contractor"	means a contractor who complies with Section 5.2 of the Section 278 Technical Submission Requirements appointed by the Developer to undertake the Works

"Construction Contract"	means the contract between the Developer and the Contractor incorporating the third edition of the Conditions of Contract approved by the Institution of Civil Engineers and commonly known as the NEC3 Engineering and Construction Contract Suite of Contract 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
"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
"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
"Land"	means the land for the purposes of identification only shown edged red on plan S101 Rev A attached hereto having the benefit of the Planning Permission

"Lining and Surfacing Contribution"	means the sum of FORTY THOUSAND POUNDS (£40,000) as a contribution towards the County Council's Operation Resilience scheme at the Bartons Road/Horndean Road junction which features surfacing works and amendments to the white lining to increase the left turn lane or the Bartons Road approach to the junction in lieu of the S278 works shown in drawing number 14-018-016 as appended to the S106 agreement dated 23 November 2016 between Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White (1) The Council of the Borough of Havant (2) and Hampshire County Council (3) relating to land South of Bartons Road Havant in Hampshire
"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; (i) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them; (ii) minimise the number of closures/diversions required by the Works; (iii) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works; (iv) comply with the Hampshire County Permit Scheme
"Planning Permission"	means the planning permission reference APP/15/01435 granted on 1 December 2016 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

including any variation to the programme for execution of the Works which may be agreed in writing between the parties.

"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 10 Eastbourne Terrace, London W2 6LG 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 including any variation to the works specified at Schedule 1 which may be agreed in writing between the parties

2. This Deed of Agreement is made pursuant to Sections 251 278 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 PROVIDED THAT no claim shall be settled or liability accepted by the County Council without first obtaining the written approval of the Developer (such approval not to be unreasonably withheld or delayed). PROVIDED FURTHER THAT this indemnity shall 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 the County Council.

Public Liability

5.4. That it shall without prejudice to its liability under Clause 5.3 and 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 1.8 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 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
PROVIDED THAT no claim shall be settled or liability accepted by the County Council without first obtaining the written approval of the Developer (such approval not to be unreasonably withheld or delayed).

Security

Bond

6. 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 which ever 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

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

On the date of the Agreement

7.1. On the date hereof

7.1.1. 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 and

7.1.2. the Cycleway Contribution

7.1.3. the Lining and Surfacing Contribution

Prior to commencement of the Works

7.2. 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

7.3. 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 14 days following receipt of an invoice from the County Council

7.4. Prior to commencement of the Works the full cost to the County Council of any road traffic orders required to facilitate the Works

7.5. 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

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

7.6.1. 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

7.6.2. unusual paving surfacing and high friction surfaces (if any) a commuted sum equal to the replacement cost

7.6.3. illuminated signs (if any) a commuted sum equal to the replacement cost

7.6.4. decorative (i.e. non standard) street lighting (if any) a commuted sum equal to the replacement cost

7.6.5. street furniture (if any) a commuted sum equal to the replacement cost

7.6.6. bus shelters (including any variable message signs traffic travel and bus passenger information) (if any) a commuted sum equal to the replacement cost

7.6.7. landscape works (if any) a commuted sum of:

7.6.7.1. in respect of any bed, grass or shrub planting £40 per square metre

7.6.7.2. in respect of any new trees £400 per tree

7.6.7.3. in respect of any retained trees £1,500 per tree

7.6.8. 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

7.6.9. 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

7.6.10. 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

7.6.11. Water attenuation systems Sustainable Drainage Systems (SUDS) and any other drainage systems other than those referred to in Clauses 7.6.1 and 7.6.10 above (if any) a commuted sum equal to such systems being solely for the disposal of highway water

7.7. 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 and

7.8. Prior to the issue of the Certificate of Completion any sums due pursuant to Schedule 2

Prior to the Reduction of the Bond

7.9. On demand and in any event prior to the reduction of the Bond the sum of £150 for costs incurred in approving administering and reducing the Bond required pursuant to clause 6

Prior to the Release of the Bond

7.10. On demand and in any event prior to the release of the of the Bond the sum of £150 for costs incurred in approving administering and releasing the Bond required pursuant to clause 6

7.11. 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

7.12. Prior to the issue of the Certificate of Maintenance any sums due pursuant to Schedule 2

Payment on Demand

7.13. 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

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

8.1. 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

8.2. 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 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

8.3. to use the Contributions for the purpose specified or such other purposes as the Developer and the County Council shall agree in writing

~~8.4. to repay to the Developer such amount of the Contributions which remains unspent or uncommitted by the letting of a contract on the tenth anniversary of the date of receipt by the County Council of the relevant Contribution together with interest accrued thereon (if any) from the date of payment until the date of written request for refund~~

[redacted]

Further Agreement Between Parties

9. It is further agreed between the parties that:

9.1. 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

9.2. 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.

9.3. If prior to the receipt of a Contribution the County Council incurs any expenditure in providing facilities to which it was intended to apply any such contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs then the County Council may immediately following receipt of the Contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of any such contribution shall not be the subject of any requirement to repay or account for it or any interest accrued thereon pursuant to the terms of this Agreement and that such monies shall be and remain the property of the County Council and shall not be bound by the terms of this Agreement

Non-Compliance

10. Failure to comply:

10.1. 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

10.2 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 10 and the County Council is subsequently required to exercise its powers set down in clause 10 hereof then the authority given to the Developer under clause 8.1 shall be immediately revoked

Arbitration

11. 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

12. The Expert shall:

12.1. have at least ten years post qualification experience in the subject matter of the dispute

12.2. 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 30 Working Days from the date of his appointment to act

12.3. 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 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 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 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 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

13. It is hereby declared and agreed between the parties hereto that nothing in Clauses 11 and 12 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

14. The Developer hereby agrees that the Works are for the benefit of the Land

15. 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

16. 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 8.1

17. 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

18. 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

19. 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.

20. 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

21. This Agreement shall be registered as a Local Land Charge

SCHEDULE 1

Description of Works

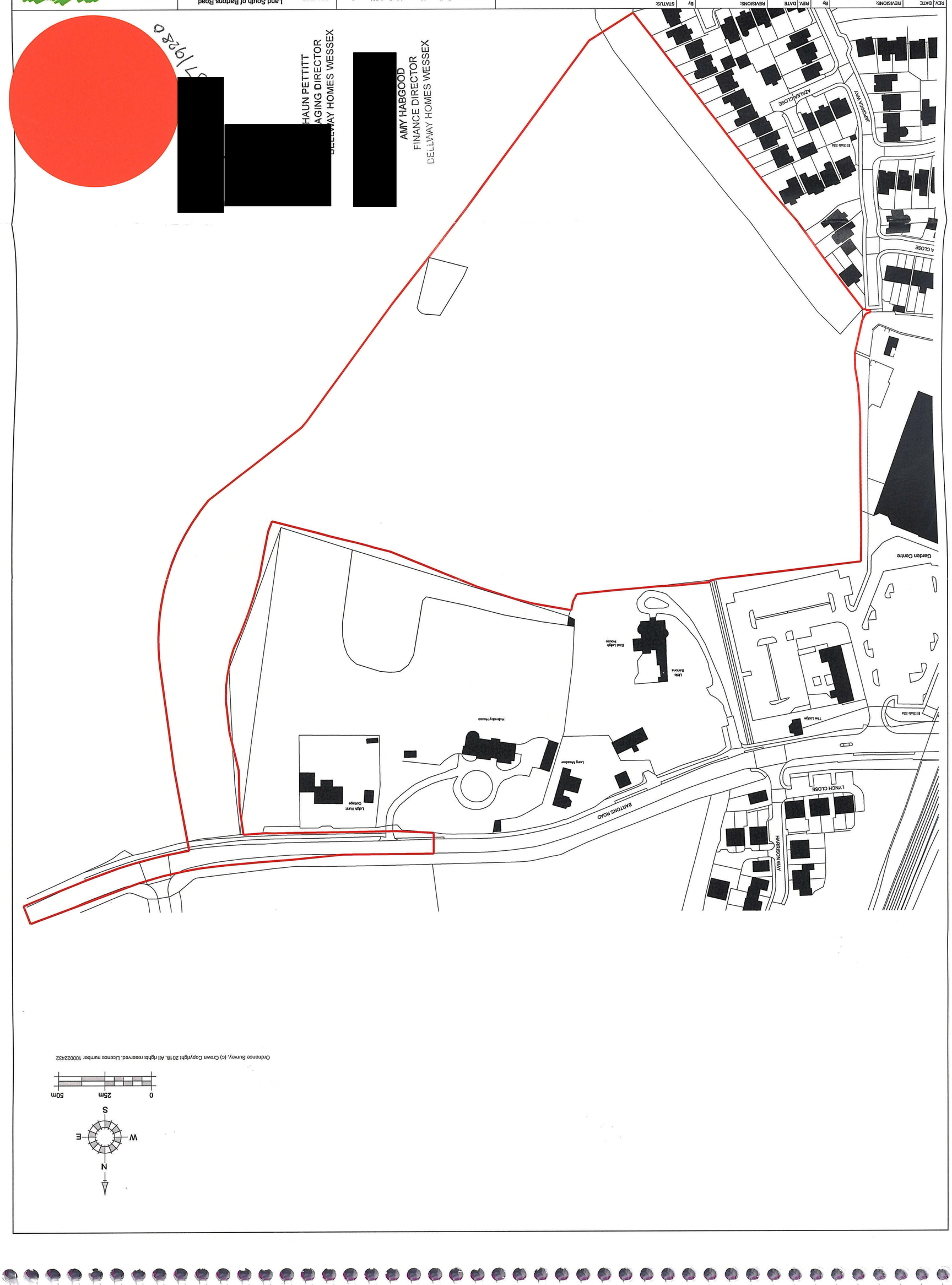
The Works referred to in this Agreement and shown in principle on Drawing(s)

- Red Line Plan S101 Rev A
- S278 C8580-D-210 Rev D

hereto shall comprise the provision of:-

- a shared use footway/cycleway facility on Bartons Road as shown in drawing number C8580-D-210 Rev D

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 he deems necessary to ensure that the Works comply with the revised standards 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


Planning
REV. DATE REVISIONS: By STATUS:
A 24/05/18 Redline adjusted to match Outline Application. GE
REV. DATE REVISIONS: By
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CLIENT: Bellway Homes Limited (Wessex)
PROJECT: Land South of Bartons Road Havant
SCALE: 1:1250 (A2 ORIGINAL)
DRAWING: Location Plan
DRAWN: GE
DATE: Mar 2018
17300
S101
A
The Granary Whitley Lane Fareham Hampshire PO15 6RD
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O'KEEFFE SCANLON LIMITED
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El Sub Sta
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Barbora
Little
East Lodge
House
Highway House
Long Meadow
Lodge Farm
Cottage
BARTONS ROAD
HARGROVE WAY
LYNCH CLOSE
AZALEA CLOSE
JACKDAW WAY
AMY HABGOOD
FINANCE DIRECTOR
BELLWAY HOMES WESSEX
HAUN PETTITT
AGING DIRECTOR
BELLWAY HOMES WESSEX
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[redacted]

SHAUN PETTITT
MANAGING DIRECTOR
ELLWAY HOMES WESSEX

[redacted]

AMY HABGOOD
FINANCE DIRECTOR
BELLWAY HOMES WESSEX

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Notes:-

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HAZARD IDENTIFICATION BOX		
This table is provided to assist the Principal Contractor to fulfil their obligations under the CDM Regulations 2015		
Construction Hazard	Maintenance / Cleaning Hazard	Demolition / Adaption Hazard
1,2		1,2
1. Possible existing services under location of works		
2. Contact with live traffic and pedestrians		

Health and Safety Note:
The details on this drawing have been prepared on the assumption that a competent contractor will be carrying out the works. If the contractor(s) considers that there is insufficient Health and Safety information on this drawing, this should immediately be brought to the attention of the designer.

Existing crossing to remain post Section 278 works

Diag. 956 300Ø to be mounted on new post facing West at 2.5m above pavement level.
Diag. 965 to be mounted on new post facing East at 2.5m above pavement level.

Existing footpath to be widened into existing verge to provide minimum of 3m wide shared footway/cycleway.

Diag. 965 & 966 to be mounted facing West to mark the end of cycleway

Cyclist to continue onto existing cycle lane along Eastern edge of New Lane.

Highway boundary assumed to back of footpath. To be confirmed prior to start of works.

Diag. 956 300Ø to be mounted on new post facing South at 2.5m above pavement level.

Crossing to be widened to 2.5m. Crossing to be widened to the west.

Staunton Country Park

Note:
Highway boundary is assumed to back of footpath. To be confirmed prior to start of works.

Existing footpath to be widened into existing verge to provide minimum of 3m wide shared footway/cycleway.

Diag. 1012.1 lining to be provided over bridge deck to delineate shared footway/cycleway.

Existing tactile paving crossing to remain.

0.5m buffer zone to Lavant Stream railings.

Diag. 956 300Ø to be mounted on new post facing North at 2.5m above pavement level.

BARTONS ROAD

Diag. 965 & 966 to be mounted facing West to mark the end of cycleway

Diag. 956 300Ø to be mounted on the existing lighting column bidirectional at 2.5m above pavement level.

El Sub Sta

The Lodge

Localised footway widening to ensure cycleway continuity

Main vehicular access to Wyevale Garden Centre (WGC) Entrance.

Existing pedestrian path to be improved as a shared facility by HCC

0.5m buffer zone to parapet railings.

El Sub Sta

Rev.	Date	Amendment	By	Chk.
D	01-10-19	Issued for Detail Design technical approval	SM	KT
C	28-05-19	Second round of preliminary audit comments addressed	SM	-
B	16-04-19	Preliminary S278 Audit comments addressed	SM	-
A	20.12.18	[illegible]	MBB	KT

Status: For Approval



Sign reference: A

Scheme Ref.	Bartons Road S278		
Sign Reference	Diag 956	'X'-height	n/a
Letter colour	WHITE	SIGN FACE	
Background	BLUE	Width	dia 300mm
Border	WHITE	Height	dia 300mm
Material	Class Ref 2	Area	0.07m2

Post and foundations details			
		No of posts	1
Post size	89 x 32.2mm CHS	Post length	3625mm#

(#) Post length applicable where sign mounted on its own only.



Sign reference: B

Scheme Ref.	Bartons Road S278		
Sign Reference	Diag 966	'X'-height	40
Letter colour	WHITE	SIGN FACE	
Background	BLUE	Width	TBC
Border	WHITE	Height	TBC
Material	Class Ref 2	Area	TBC

Post and foundations details			
		No of posts	1
Post size	89 x 32.2mm CHS	Post length	TBC*

(*) Post length to be calculated upon confirmation of sign face height.



Sign reference: C

Scheme Ref.	Bartons Road S278		
Sign Reference	Diag 965	'X'-height	50
Letter colour	WHITE	SIGN FACE	
Background	BLUE	Width	TBC
Border	WHITE	Height	TBC
Material	Class Ref 2	Area	TBC

Post and foundations details			
		No of posts	1
Post size	89 x 32.2mm CHS	Post length	TBC*

(*) Post length to be calculated upon confirmation of sign face height.

All adoptable drainage and highway works to be installed in accordance with;
- S104 & S185 Sewers - Sewers for Adoption 6th edition, including all applicable local Southern Water addendums
- S278 and S38 Highways - Hampshire County Council Specification and Standard Details.

ROAD MARKINGS SCHEDULE

Diagram No.	Description	Line Markings (mm)			Hatch Markings (mm)		Symbol Markings (mm)	Text (mm)		Colour
		Mark	Gap	Width	Spacing	Width	Size	Size	Gap	
1012.1	Shared Footway/Cycleway	Continuous	Continuous	150	-	-	-	-	-	

ROAD SIGN SCHEDULE

Diagram No.	Sign Reference	Description	Size (mm)	Mounting height (mm)	No Required	Illumination
956	A	Route for use by pedal cycles and pedestrians only	300mm	2500**	5	-
966	B	Cyclist to dismount at end of, or at a break in, a cycle lane, track or route	TBC	2500**	1	-
965	C	End of cycle lane, track or route	TBC	2500**	2	-

(*) Where sign mounted in combination with other sign/s, mounting height measured to underside of the lowest sign. Where 2 values are shown, the higher mounting height to be provided for signs where footway / cycleway is present, and the lower where verge only is proposed.

Legend:

- Highways Boundary
- Extent of S278 Works
- New full depth bituminous footway construction; Approx. area = 225m²
- Area unable to be widened due to being outside of highway boundary
- EF — 150mm x 50mm flat top edging type EF, laid flush, laid at back and front (where verge is proposed only) of footways
- New or relocated traffic sign and post, position facing as indicated.
- (DS1) — Indicative existing location of directional signs
- LP — Existing lampost to remain

For Construction Details refer to JNP Group drawing no C85850-D155.

[redacted]

37/9280

Existing Utilities

The contractor shall refer to the existing and proposed services information, provided by Bellway Homes (Wessex).

It is the Contractor's responsibility to liaise with all relevant services companies to ensure that all existing services are accurately located and adequately protected during construction.

It is the Contractor's responsibility to liaise with the Developer and all relevant services companies to ensure that all new and diverted services are accurately located and adequately protected during construction.

All works to existing services to be undertaken as required by the

This drawing is based on the following information provided by others:

- OS Map received from developer, June 2018.
- Proposed Shared Footway and Cycleway plan by C&A, ref, 14-018-015 Rev D.

Drainage & Road Layout Standard Drawing Notes

1. The contractor is to check and verify all buildings, site dimensions and levels, including sewer invert levels, before works start on site.
2. The contractor is to comply in all aspects with the current building legislation, British Standards, building regulations etc.
3. The contractor is to check the level of existing sewers which are to be used as an out-fall prior to commencement of any onsite drainage works. Any discrepancies are to be reported to the Engineer.
4. This drawing is to be read in conjunction with and checked against all other drawings, Engineering Details, specifications and any structural, geotechnical or other specialist document provided.
5. Any anomaly or contraciction between any of the above or difference between actual and drawn details is to be reported to Bellway Homes (Wessex)
6. Drainage to be adopted under Section 104 of the Water Industries Act 1991, shall be constructed and tested in accordance with Sewers for Adoption 6th Edition published by WRC plc and the combined addendum to SFA.
7. Roads, footpaths and parking areas which form part of the highway to be adopted under Section 278 or 38 of the Highways Act 1980 shall comply with the Hampshire County Council's Highway Specification and Standard Details.
8. All substrata structures and unconsolidated material within the road construction width to be removed
9. Formation preparation to be in accordance with Highways Agency Specification for Highway Works (SHW) cl. 616. No prepared formation to be continuously exposed to rain causing degradation below design CBR or to be left uncovered overnight.
10. Any soft, damaged or weak spots including peat contaminated material are to be excavated and replaced with SHW Type 1 in accordance with SHW cl.803 laid and compacted to cl.802, Table 8/4
11. Where ground conditions are deemed to be frost susceptible, refer to Ground Investigation report, carriageway thickness shall be 450mm minimum thickness. All material within 450mm of road construction to be non-frost susceptible.
12. Positions of existing services/statutory undertaker's apparatus adjacent to or crossing proposed sewers are to be checked by the contractor prior to starting work.

Bellway

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Client	Bellway Homes
Job	Barton Road, Havant, Hampshire
Title	S278 Barton's Rd Footway & Cycleway General Arrangements
Scale	1:500 @A1
Date	July 2018
Drawn by	DO
Checked by	MBB
Approved by	MBB

Drawing No. C85850-D-210
Rev. D

QA Ref: QD019 Rev D

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 have 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 have 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

Paid all sums due prior to commencement of the Works pursuant to Clause 7

1.8. The original insurance policy and receipts referred to in Clause 5.4 or copies thereof certified by a solicitor have been produced

1.9. 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

1.10. 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

1.11. 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

1.12. 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 3 months prior to the commencement of the Works of its intention to proceed with the Works

3.2. At least 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 24 hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures

4. At least 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 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

17.1. Prior to issue of the Certificate of Completion

17.1.1. CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and

17.1.2. 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

17.1.3. 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

17.1.4. 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

17.1.5. accurate 1:500 scale of "as built" drawings supplied electronically on a disc as an image file j-peg and as a CAD drawing in .dwg format and on paper as set of "as built drawings"

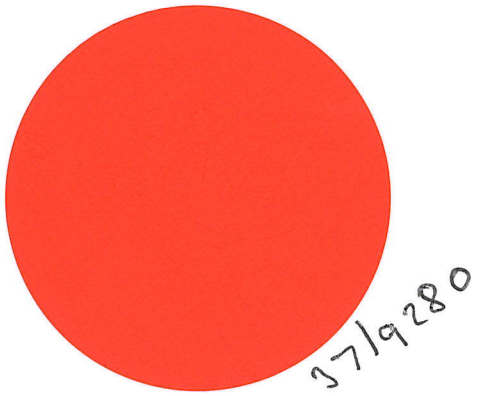
17.1.6. records of the earthworks showing sources of material used in areas of fill, description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks

17.1.7. 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:-)

[redacted] .....



Authorised Signatory

SIMON COOK .....

Name (capitals)

LEGAL TEAM LEADER .....

Position (capitals)

EXECUTED as a DEED by BELLWAY HOMES LIMITED acting by its duly appointed Attorneys pursuant to a power of attorney granted on 1st Octo[redacted]r 2021 in the presence of:

Attorney (1): [redacted]..... SHAUN PETTITT
MANAGING DIRECTOR
BELLWAY HOMES WESSEX

Signature of witness: [redacted]

Name of witness: [redacted]

Address:

Occupation:

Attorney (2): [redacted].. AMY HABGOOD
FINANCE DIRECTOR
BELLWAY HOMES WESSEX

Signature of witness: [redacted]

Name of witness: [redacted]

Address:

Occupation: