

DATED 24 October 2024

HAMPSHIRE COUNTY COUNCIL

- and -

BDW TRADING LIMITED

Minor Works Agreement for Highway Works at
Rusty Cutter Roundabout Bedhampton
pursuant to (inter alia) S.278 Highways Act 1980

HCC Legal File Ref:
HCC MasterGov Ref:

Legal/EHWAY/0066/CAC
001455

David Kelly
Assistant Director for Legal Services
and Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

[This page is intentionally left blank]

HAMPSHIRE COUNTY COUNCIL

SECTION 278 MINOR WORK AGREEMENT

Date: 24 October

2024

PARTIES:

- 1 Hampshire County Council** of The Castle Winchester SO23 8UJ ("the County Council")
- 2 BDW TRADING LIMITED** (Company Registration Number 03018173) whose registered office is situated at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("the Developer")

BACKGROUND

- A. The County Council is the highway authority for Hampshire
- B. The Secretary of State for Transport ("the Secretary of State") was the highway authority for trunk roads including the A27 (Trunk Road) eastbound off slip the A3 (Motorway) southbound off-slip and the A3 (Motorway) northbound on slip ("the A3 (Motorway)")
- C. The Secretary of State and the County Council entered into an agreement on 28 September 2010 under the provisions of Section 6(5) of the Highways Act 1990 whereby the Secretary of State authorised the County Council to act as his agent for the execution of certain highway works on the A3(Motorway) ("the Section 6 Agreement") a copy of which is attached to this Agreement.
- D. Pursuant to the Infrastructure Act 2015 the Secretary of State appointed and licensed National Highways as a strategic highways company on 1 April 2015.
- E. The County Council is required to carry out remedial works pursuant to the Section 6 Agreement and the parties hereto have agreed that highway works ("the Works") as described in the Schedule hereto may be carried out by the Developer at the County Council's expense subject to the terms and conditions set out beneath which constitutes an agreement between

the County Council and the Developer pursuant to Section 278 of the Highways Act 1980.

- F. The Parties acknowledge that part of the Works proposed are to be undertaken on the A3(Motorway) for which National Highways is the highway authority as shown on the Drawing referred to in the Schedule hereto
- 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 which Works the County Council is authorised to execute pursuant to the Section 6 Agreement and the Highways Act 1980
- H The estimated value of the Works is £147,196.93, which includes but is not limited to remedial works, traffic management costs and administrative costs (" the Estimated Value").

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

- 1. This Deed of Agreement is made pursuant to Sections 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

Prior to construction of the Works

- 2. The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and National Highways and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council 3 months written notice of its intention to commence work on the highway and complete the Works within a period of 12 (twelve) weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
- 3. Before commencement of construction of the Works the Developer shall obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these AND FOR THE AVOIDANCE OF DOUBT these include but are not limited to:

- 3.1 the usual requirements of National Highways and any relevant Detailed Local Operating Agreement setting out the operational construction maintenance and communication protocol for the scheme during normal operation and any emergencies encountered to be entered into between the County Council the Developer and National Highways AND
 - 3.2 the usual requirement of the New Roads and Street Works Act 1991 AND
 - 3.3 consulting with statutory undertakers AND
 - 3.4 obtaining if necessary any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers
4. The Developer shall not carry out any works except in accordance with the Drawing referred to in the Schedule.
5. The Developer covenants to:
 - 5.1 indemnify National Highways and County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works
 - 5.2 comply with all the requirements contained in the Section 6 Agreement imposed upon the County Council by the Secretary of State and National Highways and without prejudice to the obligations contained in this clause to indemnify the County Council against any claims in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works made by National Highways pursuant to the Section 6 Agreement
 - 5.3 to proactively manage all the costs associated with the Works and use best endeavours to keep the costs of the Works at or below the Estimated Value
6. The Developer shall be insured against public liability risks for a sum of at least £10 million 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 a copy of the insurance policy and receipts for the premiums paid should be included with this application.

Construction of the Works

7. The Developer shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works in accordance with chapter 8 (Parts 1 and 2) of the Traffic Signs Manual 2009 and chapter 8 (Part 3) of the Traffic Signs Manual 2016 as modified extended amended supplemented or revised including any replacement thereof.
8. The Developer shall provide a traffic management plan if required by the County Council or National Highways.
9. The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
10. The Developer shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the drawings and any agreed specification within the period specified and to the satisfaction of the County Council. The Developer shall comply with all relevant legislation.
11. The Developer shall, during the carrying out of the Works, give access at any time to the County Council and National Highways and any authorised officer for the purposes of inspections.

Costs

- 12.1 The County Council covenants to reimburse all reasonable costs associated with the Works up to the Estimated Value
- 12.2 If the Developer becomes aware that the costs incurred are to exceed the Estimated Value, the Developer are to notify the County Council within 10 working days and submit a change control request to the County Council for approval.
- 12.3 The County Council will act reasonably and fairly to assess the change control request within 10 working days and shall notify the Developer in writing whether or not the change control request is acceptable

Completion of the Works

- 13 The Developer shall notify the County Council of completion of the Works and the County Council shall then notify National Highways of completion

of the Works and if these have been completed to the County Council's and National Highways satisfaction the Developer should issue to the County Council the final cost of the Works to the County Council for approval. The final cost of the Works to be agreed by both parties acting reasonably. Once agreed the County Council shall pay any agreed balancing payment to the Developer within 10 working days of receipt of an invoice whereupon a Final Certificate to confirm completion of the Works to their satisfaction shall be issued by the County Council

- 14 Prior to issue of the Final Certificate the Developer shall provide to the County Council and National Highways all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council and National Highways require.
15. 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.

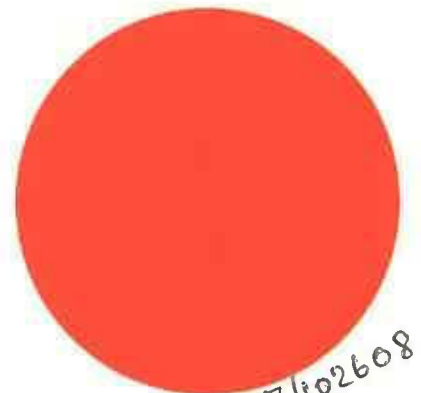
IN WITNESS whereof the parties hereto have executed this Agreement as a Deed delivered the day and year first before written

EXECUTED as a DEED by affixing the)
COMMON SEAL of HAMPSHIRE)
COUN [REDACTED] L in the presence of:-)

[REDACTED]
Authorised Signatory

Name of Signatory

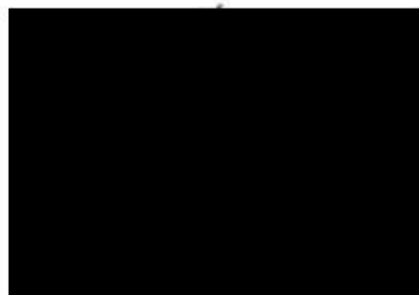
Timothy Spender
Assistant Head of
Legal Services



EXECUTED as a DEED by BDW
TRADING LIMITED

~~in the presence of:-~~
*acting by their
attorneys*

ROSE SNOW
Attorney
James Dunne
Attorney



~~Director~~

~~Director/Secretary~~

This document was
executed pursuant to a
power of attorney dated
24th April 2024

SCHEDULE

The Works referred to in Recital F of this Agreement and shown in principle on Drawing Rusty Cutter Roundabout Completion Works EC/RJ550217.01/019 Rev B annexed hereto shall comprise the provision of:

Remedial repairs including white lining and vegetation clearance

37/102608



NOTES

- 1. Do not scale from this drawing
- 2. All dimensions in metres unless otherwise stated
- 3. Vegetation Clearance - Clearance of bushes and shrubs down to ground level in locations shown to improve sight-lines and visibility of road side signs. Density of vegetation varies. Disposal of arising to contractors tip.
- 4. For detail of works indicated by the item number refer to the Rusty Cutter report.

KEY

- Vegetation Clearance (Item 1)
- Drainage works
- Civil works
- VRS works
- Sign works

© CROWN COPYRIGHT AND DATABASE RIGHTS 2018
ORDNANCE SURVEY 100019180

					CLIENT					CONSULTANT					DESIGNER					SCHEME					DRAWING TITLE																								
					HAMPSHIRE COUNTY COUNCIL ECONOMY, TRANSPORT AND ENVIRONMENT DEPARTMENT STRATEGIC TRANSPORT					 Hampshire County Council STUART JARVIS BSC DIPTP FCIHT MRTPL DIRECTOR OF ECONOMY, TRANSPORT & ENVIRONMENT					 Engineering CONSULTANCY 					K.J. S.G. K.J. KJ J.R. JR					RUSTY CUTTER ROUNDABOUT COMPLETION WORKS					WORKS LOCATION PLAN																			
B BOUNDARIES ADDED					27 07 2020					KJ					JPR					JPR					JOB No. R/J550217.01-					HCC CAD PLOT 25/10/2024 9:34:24																			
A MINOR AMENDMENTS					17 10 2018					KJ					JPR					JPR					SCALE @ A3					DATE					SHEET NUMBER					DRAWING NUMBER					REV				
REV AMENDMENTS					DATE					CAD					CHKD					APPD					1:1750					16/06/16					1 - OF - 1					EC/RJ550217.01/019					B				