



Hampshire
County Council

Legal Services

Dated

1 April —

2026

Hampshire County Council

and

Foreman Homes Limited

and

Vivid Housing Limited

**Deed of Agreement for Highway Works at
Dunsbury Way, Leigh Park, Havant, Hampshire
pursuant to (inter alia) Sections 278 and 38 Highways Act 1980**

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Date

1 April

2026

1 Parties

1.1 **Hampshire County Council** of The Castle, Winchester, Hampshire SO23 8UJ ('the County Council')

1.2 **Foreman Homes Limited** (Registered Company No. 03313213) whose registered office is situated at Yarmouth House, 1300 Parkway, Whiteley, Hampshire, PO15 7AX ('the Developer')

1.3 **Vivid Housing Limited** (Community Benefit Society with mutual registration number 7544) whose registered office is situated at Peninsular House, Wharf Road, Portsmouth, PO2 8HB ('the Owner')

2 Background

A The County Council is the highway authority for Hampshire and the local planning authority for the purposes of the Highways Act 1980 and a local planning authority for the purposes of section 106(3) of the 1990 Act for the area within which the Land is located

B The Owner is registered at the Land Registry as the sole registered proprietor of title number HP9269, being the Land for the benefit of which the Works are to be carried out

C The Owner has appointed the Developer to develop the Land

D The Owner and the Developer are desirous of entering into this Agreement for the purposes of securing the carrying out of the Works and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

E The Owner wishes to dedicate as public highway 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 adopt that part of the Land and the Works as highway maintainable at public expense on the terms and conditions hereinafter contained

F The County Council is satisfied pursuant to Section 278 of the Act 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 Act and/or are the subject of the Planning Permission

Agreed Terms

3 Interpretation

3.1 In this Agreement the following expressions shall have the following meanings:

'Act'	the Highways Act 1980
'Bond'	the sum of £38,487.59(thirty eight thousand four hundred and eighty seven thousand pounds and fifty nine pence)
'CDM Regulations'	the Construction (Design and Management) Regulations 2015
'Certificate of Completion'	a certificate issued by the County Council confirming the Works have been executed to its satisfaction and in accordance with the approved drawings, specification and any recorded and agreed changes during the Works and can be placed on maintenance
'Certificate of Maintenance'	a certificate issued by the County Council following the expiry of the Maintenance Period
'Competent Engineer'	a qualified engineer, who has the technical knowledge and practical experience to satisfy the requirements to be employed under a Construction Contract in accordance with Schedule 2,

'Chartered Engineer'	paragraph 9 and who is independent from the Contractor a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy its preferred requirements
'Contractor'	a contractor who complies with the Section 278 Guidance for Developers document June 2021 ('Appointing a Contractor') prepared by the Director (as modified and extended by any supplements and revisions) appointed by the Developer to undertake the Works
'Construction Contract'	the contract between the Developer and the Contractor for the purposes of providing the Works which provides for the appointment of a Competent Engineer
'Default Event'	the occurrence of any of the following where the Developer is a) a corporation: i) it has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or ii) any step is taken in connection with any

- voluntary arrangement or
any other compromise or
arrangement for the
benefit of any creditors of
the Developer; or
- iii) an application is made for
an administration order in
relation to the Developer;
or
- iv) an administrator is
appointed or documents
are filed with the court for
the appointment of an
administrator or notice is
given of an intention to
appoint an administrator
by the Developer or its
directors, or by a qualifying
floating charge holder (as
defined in paragraph 14 of
Schedule B1 to the
Insolvency Act 1986); or
- v) a receiver or manager is
appointed in relation to
any property or income of
the Developer; or
- vi) a liquidator is appointed in
respect of the Developer;
or
- vii) a voluntary winding-up of
the Developer is
commenced, except a
winding-up for the purpose
of amalgamation or

- reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- viii) a petition is made for a winding-up order for the Developer; or
- ix) the Developer is struck-off from the Register of Companies; or
- x) the Developer otherwise ceases to exist.

'Deputy Director for Legal Services and Monitoring Officer'	the County Council's Deputy Director for Legal Services 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
'Director'	the County Council's Director of Universal Services or Hampshire 2050 (as the case may be) 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'	the 'Highway Development Agreements Guidance' and 'Section 278 Guidance for

	Developers' prepared by the Director to inform the Developer of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 of the Act
'Hampshire County Permit Scheme'	the Traffic Management (Hampshire County Council) Permit Scheme Order 2019 dated 31st January 2019 made pursuant to the Traffic Management Act 2004
'Hampshire Street Lighting PFI Contract'	the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
'Highway Condition Survey'	a highway condition survey which will identify the current condition of the highway in the vicinity of the Land (the extent of which survey shall be agreed by the County Council) and such condition survey is in accordance with 'Section 278 Guidance for Developers' document published by the County Council
'Inspection Deposit'	a sum equal to 5% per cent of the cost of the Works as estimated by the County Council or £5,000 (whichever is the greater) being a sum on account of the County



Site Location Plan

1:1250

Ordnance Survey, (c) Crown Copyright 2017. All rights reserved. Licence number 100022432



revisions & notes A | 19.10.2018 | LMW | Issued to JLL

100mm @A2

project: The Southern Cooperative
Conversion
222-224 Dunsbury Way
PO9 5BQ
drawing name: Site Location Plan
status: PLANNING
date: February 2018
scale: 1:1250
drawn: LMW

pwparchitects
61 South Street, Havant, Hampshire PO9 1BZ
t: 023 9248 2494
e: design@pwp-architects.com
f: 023 9248 1152
w: www.pwp-architects.com
Project No. **5264** drawing No. **1100** rev **A**

Note: All dimensions to be checked on site by the contractor before fabrication and erection. Figured dimensions to be taken in preference to scaled dimensions. This drawing is the copyright of the architects and must not be reproduced or used without their express consent, except for the purposes of a planning application. Electronic issue of this drawing to be confirmed by paper hard copy only.

'Land'	Council's reasonable costs incurred in inspecting and administering the Works the land known as "222-224 Dunsbury Way, Leigh Park, Havant" for the purposes of identification only shown edged red on the Site Location Plan 5264-1100A attached hereto having the benefit of the Planning Permission
'Maintenance Period'	a period of 12 months following the date of the Certificate of Completion
'Management Plan'	a works management plan produced by the Developer showing how in the course of planning and construction of the Works the Developer will: a) minimise disruption to all types of traffic; b) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them; c) minimise the number of closures/diversions required by the Works; d) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works; e) comply with the Hampshire County Permit Scheme; and

	f) prevent deposits on the highway of earth mud and subsoil from the Land
'Mud Method Statements'	method statements submitted by the Developer for approval by the County Council of the detailed measures to be taken during the construction works consequent to the Planning Permission to prevent earth and subsoil on vehicles leaving the Land and adjacent development land being deposited on the public highway
'OPIs'	the construction output price indices for all construction published by the Office for National Statistics
'Orange Land'	that part of the Land shown coloured orange on the plan number FHLO12-AAL-EW-XX-DP-X-2783-C01 attached to this Agreement such land to be dedicated pursuant to this Agreement
'Planning Permission'	the outline planning permission reference APP/18/01109 and reserved matters approval reference APP/22/00829 dated 26 February 2024 granted by Havant Borough Council for the development of the Land requiring the Works
'Programme'	the programme for execution of the Works agreed in writing by the

‘Specification’

County Council pursuant to Schedule 2 paragraph 1.1 and shall include but not be limited to: 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.

the ‘Manual of Contract Documents for Highway Works: Volume 1 Specification for Highway Works’ published by TSO as modified and extended by any supplements and revisions and further as modified and extended by

- a) Hampshire County Council’s Model Contract Specification (available at www.hants.gov.uk/transport/developers/standard-details),
- b) Hampshire County Council’s Highway Construction Standard Details (available at www.hants.gov.uk/transport/developers/standard-details),
- c) Hampshire County Council’s Technical Guidance Notes (available at www.hants.gov.uk/transport/developers/standard-details)

	<u>velopers/technical-guidance)</u>
	and
	all as in force at the date of
	commencement of the Works
'Structures'	any structure or structures (as the
	context so requires) as defined in
	Design Manual for Roads and
	Bridges – Document CG 300 –
	Technical Approval of Highway
	Structures and Structures shall be
	construed accordingly
'Surety'	HCC International Insurance
	Company PLC (Registered in
	England with Company
	Registration Number 01575839)
	whose registered office is situated
	at 1 Aldgate, London EC3N 1RE or
	another surety acceptable to the
	Deputy Director for Legal Services
	and Monitoring Officer)
'Traffic Regulation Order'	an order or orders pursuant to
	Traffic Regulation Act 1984 or any
	other enabling legislation
'TSO'	The Stationery Office Limited
	(company number: 03049649) and
	whose registered office is at 18
	Central Avenue, St. Andrews
	Business Park, Norwich, England,
	NR7 0HR being formerly Her
	Majesty's Stationery Office
'Working Day'	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' the highway works described in
Schedule 1

4 Statutory powers

- 4.1 This Deed of Agreement is made pursuant to Sections 278 38 and 251 of the Act 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

5 General matters

- 5.1 For the purposes of Section 251 of the Act the County Council certifies that this Agreement is made in connection with its functions as Highway Authority under the Act
- 5.2 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
- 5.3 Any notice or other communication to be served by the Developer under the terms of this Agreement shall be in writing referencing the following CAO/ENVAG/0154 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 Deputy Director for Legal Services and Monitoring Officer or to such addressee as the County Council may from time to time stipulate

6 Developer's covenants

- 6.1 The Developer hereby covenants with the County Council as set out in clauses 7 to 11

7 Execution of Works

- 7.1 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 set out in this Agreement
- 7.2 To notify the County Council in writing as to the date the Works are opened to the public no later than one month thereafter in addition to and without prejudice to the issuing of the Certificate of Completion

- 7.3 Not to commence or permit the commencement of the Works unless and until it has applied for at its own expense any permanent and/or temporary Traffic Regulation Order required for the Works to be lawfully undertaken and completed and further covenants at all times during the Works to have in place any permanent or temporary Traffic Regulation Order required for the Works to be lawfully undertaken and completed

8 Street lighting

- 8.1 To 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 and further 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

9 Indemnity

- 9.1 That it hereby indemnifies and shall keep indemnified the County Council in respect of all actions claims demands fees charges expenses and proceedings (which for the avoidance of doubt shall include the County Council's reasonable surveyors and legal costs in dealing with the matter) 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 below shall apply and this covenant shall continue in full force and effect until all such claims shall have been determined settled and discharged and the County Council reimbursed in full notwithstanding the issue of the Certificate of Maintenance

10 Public liability

- 10.1 That it shall without prejudice to its liability under Clauses 9 and 11 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 evidence of the relevant policies of insurance

11 Land compensation claims

11.1 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

12 Dedication

12.1 The Owner hereby dedicates the Orange Land as public highway including where appropriate a right for mechanically propelled vehicles 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 this Agreement the County Council shall have the right to enter the Orange Land to complete the Works (and recover its costs in so doing) and in this case dedication shall be effective from the date of such entry

13 Bond

The Developer shall not commence the Works until it has provided to the County Council a Bond by the Surety to the effect that if the Developer fails at any time to complete the Works to the County Council's satisfaction and/or pay any sums due to the County Council pursuant to the terms of this Agreement (including for the avoidance of doubt any payments due under clause 23.1.1) and/or carry out and/or observe any of the terms and/or covenants and/or conditions and/or stipulations on its part contained in this Agreement and/or in the event of a Default Event occurring the Surety shall pay to the County Council on demand such sum as may be required by the Director in order to complete the Works or reinstate the highway or complete such alternative works as the Director 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 pursuant to the terms of this Agreement and such further sum or sums as the Deputy Director for Legal Services and Monitoring Officer may certify require to be necessary to fully reimburse the County Council in respect of any costs and/or expenses incurred by the County Council in the enforcement of the terms and/or covenants and/or conditions and/or stipulations obligations on the part of the Developer under this Agreement together with the full cost to the County Council of preparing an alternative contract or contracts and of supervising the execution of any alternative contract and completing such alternative works and/or reinstatement of the highway as the Director in his absolute discretion considers appropriate provided that upon issue of the Certificate of Completion the Bond may be reduced by up to 70% or to the sum of £10,000 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

14 Payments

14.1 The Developer further covenants with the County Council to pay to the County Council on or before the date of the Agreement:

- 14.1.1 The whole of the reasonable costs incurred by the Deputy Director for Legal Services and Monitoring Officer and the Director in the preparation of this Agreement.
- 14.1.2 The County Council's costs of £150 (one hundred and fifty pounds) for each relevant Land Registry (or unregistered) title in respect of the County Council's costs and disbursements to be incurred in applying to note its interest on such title

15 Prior to commencement of the Works

15.1 The Developer further covenants with the County Council to pay to the County Council

- 15.1.1 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, specification and any relevant reports 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

15.1.2 On demand and in any event prior to commencement of the Works the Inspection Deposit and further shall pay any reasonable additional sum incurred by the County Council's in inspecting and administering the Works within 30 days following receipt of an invoice from the County Council

15.1.3 Prior to commencement of the Works the full cost to the County Council of any road traffic orders (either permanent, temporary or experimental) required to facilitate the Works

15.1.4 Prior to commencement of the Works the full cost to the County Council of any permanent traffic regulation orders or road hump notices

16 Prior to issue of Certificate of Completion

16.1 The Developer further covenants with the County Council to pay to the County Council

16.1.1 Prior to the issue of the Certificate of Completion and in accordance with Schedule 3 any commuted sums due in respect of the future maintenance of the Works and in the event that Rate B as set out in Schedule 3 applies the Developer elects to pay an average OPI rate

16.1.2 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 together with a fee of £200 per lighting unit

16.1.3 prior to the issue of the Certificate of Completion any sums incurred by the County Council pursuant to the requirements of Schedule 2

17 Prior to the reduction of the Bond

17.1 The Developer further covenants with the County Council to pay to the County Council

- 17.1.1 On demand and in any event prior to the reduction of the Bond the sum of £250 for costs incurred in approving and administering reducing the Bond

18 Prior to the release of the Bond

- 18.1 The Developer further covenants with the County Council to pay to the County Council

- 18.1.1 On demand and in any event prior to the release of the Bond the sum of £250 for costs incurred in approving and administering releasing the Bond

19 Prior to issue of Certificate of Maintenance

- 19.1 The Developer further covenants with the County Council to pay to the County Council

- 19.1.1 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 and the Orange Land pursuant to the Hampshire Street Lighting PFI Contract

- 19.1.2 Prior to the issue of the Certificate of Maintenance any outstanding sums due pursuant to this Agreement

20 Payment on demand

- 20.1 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 HSBC UK Bank plc 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

21 County Council's covenants

- 21.1 The County Council hereby covenants with the Developer as follows:

- 21.1.1 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

- 21.1.2 That upon completion of the Works in accordance with the approved drawings, specification and any recorded and agreed changes during 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 Land which will become public highway pursuant to clause 12 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
- 21.1.3 That upon the issue of the Certificate of Maintenance, the Orange Land shall be adopted as a highway maintainable at public expense.

22 Further Agreement between Parties

22.1 It is further agreed between the parties that:

- 22.1.1 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
- 22.1.2 If the estimated value of the contract for the Works equals or exceeds the threshold identified in Schedule 1 of the Procurement

Act 2023 (as amended from time to time) then the Developer as contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Procurement Act 2023 (as amended from time to time).

23 Non-compliance

23.1 Without prejudice to the terms hereof this Agreement:

- 23.1.1 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 full costs as certified by the County Council from the Developer and **further** the Developer covenants with the County Council to pay such costs in full within 20 Working Days of receipt of a written demand from the County Council
- 23.1.2 After the expiry of the notice period in clause 23.1.1 above or immediately in the case of emergency or danger the authority given to the Developer under clause 21.1.1 shall be revoked immediately upon the County Council exercising its powers at 23.1.1 above
- 23.1.3 If the Developer fails to comply with the approved Mud Method Statements, the County Council reserves the right to close any access to the Land until such time as the public highway is made safe

24 Arbitration

24.1 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 Institution of Civil Engineers 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

24.1.1 The Expert shall have at least ten years post qualification experience in the subject matter of the dispute and shall:

24.1.2 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

24.1.3 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

24.2 It is hereby declared and agreed between the parties hereto that nothing in clause 24 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

25 Miscellaneous

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

25.2 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

- 25.3 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 this Agreement
- 25.4 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
- 25.5 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
- 25.6 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.
- 25.7 This Agreement shall be registered as a Local Land Charge

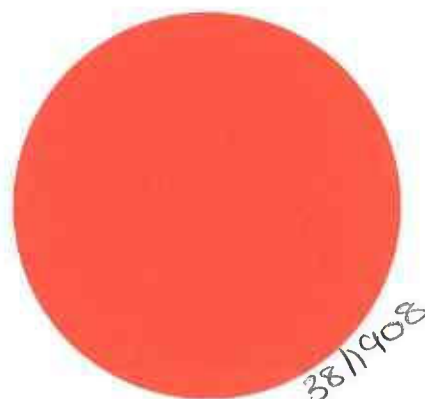
This Agreement including the Drawings, Schedules and Appendices has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the)
Common Seal of **Hampshire**)
County Council in the presence of:)

Authorised Signatory

Name *REBECCA BUSTON*

Position *LEGAL TEAM LEADER*



EXECUTED as a DEED by)
VIVID HOUSING LIMITED acting by)
its attorney Foot Anstey LLP)
under a power of attorney dated)
24 February 2025 in the presence of:)

.....
[Redacted]
Authorised Signatory

Witness Signature: [Redacted]
Witness Name: [Redacted]

Witness Address: [Redacted]

Witness Occupation: [Redacted]

Signed as a Deed by [*Stephen*
Bon] as attorney for FOREMAN
HOMES LIMITED under a power
of attorney dated 7 May 2025 in
the presence of:
[Redacted]

6
[Redacted] Signature
)
)
)

Witness Signature: [Redacted]
Witness Name: [Redacted]
Address: [Redacted]
Occupation: [Redacted]

Schedule 1 – Description of Works

The Works referred to in this Agreement being the Package C highway and related works for the development of the Land required by the Planning Permission. The general arrangement is as shown in principle on the attached Drawings:

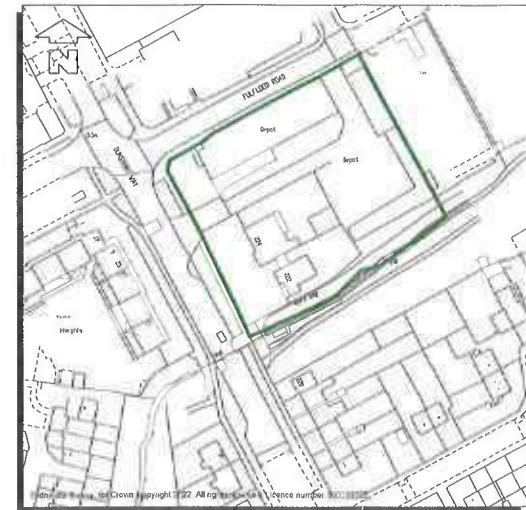
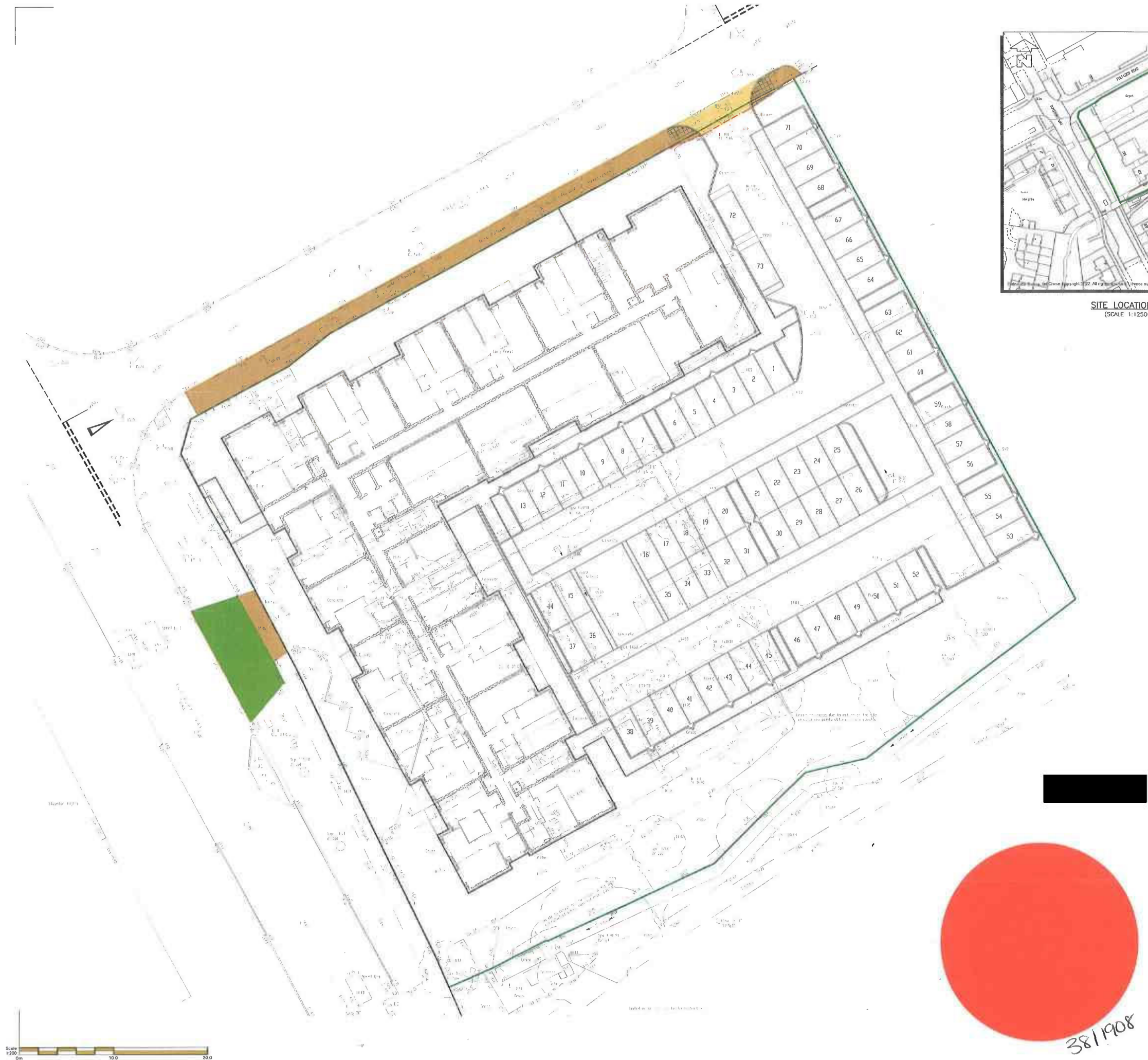
FHL012-AAL-EW-XX-DP-C-2781-C01 S278 Agreement Layout

FHL012-AAL-EW-XX-DP-C-2782-C01 S278 Engineering Layout

FHL012-AAL-EW-XX-DP-C-2783-C01 S278 Land Plan

The Works comprise the: Construction of a new bellmouth access priority junction off Fulflood Road, uncontrolled tactile paving pedestrian crossing, resurfacing of the existing southern footpath on Fulflood Road and reinstatement of the verge on Dunsbury Way to replace an existing crossover.

TOGETHER WITH such ancillary works as may be reasonably and properly 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, Advice or the County Council's Technical Guidance is amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments deemed 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 hereof the County Council shall not seek any amendments to the Works.



SITE LOCATION MAP
(SCALE 1:1250 @ A1)

- NOTES**
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- GENERAL NOTES**
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 3. ANY DISCREPANCIES BETWEEN THIS DRAWING AND OTHER INFORMATION IS TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE WORKS ON SITE.
 4. THE MAIN CONTRACTOR SHALL BE RESPONSIBLE FOR THE SETTING OUT AND ACCURACY OF ALL DIMENSIONS.
 5. MAIN CONTRACTOR TO PROVIDE AND FIX SUITABLE BRACING AND PROPPING FOR ALL ELEMENTS IN THE TEMPORARY CONDITION DURING CONSTRUCTION STAGE, SUCH AS TO ENSURE STRUCTURE STABILITY AT ALL TIMES.
 6. IT IS THE CONTRACTORS SOLE RESPONSIBILITY FOR ASCERTAINING SAFE DISPOSAL OF ANY OFF-SITE EXCAVATED SPOIL. NO CLAIM RESULTING FROM ABNORMAL TIP REQUIREMENTS WILL BE ENTERTAINED.
- EXTERNAL WORKS NOTES**
1. ADOPTED: H82 KERB UPSTAND TO BE 100mm. EF EDGINGS TO BE USED AT THE BACK OF ADOPTED FOOTWAYS / VERGES, DOUBLE ROW OF GRANITE SETTS TO INDICATE THE EXTENT OF ADOPTED HIGHWAY. EBN EDGINGS ARE TO USED WHERE FOOTWAYS ARE ADJACENT TO LANDSCAPED AREAS.
 2. GENERALLY CROSS FALLS TO ADOPTED HIGHWAY AND FOOTWAY TO BE 1 IN 40.
 3. SOFT SPOTS IN THE FORMATION ARE TO BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
 4. ALL EXISTING MANHOLE COVERS, GULLYS, ETC., TO BE RAISED TO SUIT NEW LEVELS.
 5. RE-GRADING AND HIGHWAY EMBANKMENTS ARE TO HAVE A MAXIMUM SLOPE GRADIENT OF 1:3. SLOPE GRADIENTS IN GARDENS TO BE RESTRICTED TO 1 IN 12.
 6. ALL DIAGRAM NUMBERS INDICATED REFER TO THE TRAFFIC SIGNS REGULATIONS AND GENERAL DIRECTIONS 2016 AND ITS SUBSEQUENT AMENDMENTS.
 7. NO BLOCKS / SLABS WITH A UNIT WEIGHT IN EXCESS OF 20kg TO BE USED.
 8. KERBS IN EXCESS OF 20kg TO BE MACHINE LAID

LEGEND

- S278 CARRIAGEWAY WORKS
- S278 FOOTWAY WORKS
- S278 VERGE REINSTATEMENT
- EXISTING HIGHWAY BOUNDARY
- NEW / PROPOSED HIGHWAY BOUNDARY
- SITE BOUNDARY

KEY TO HEALTH AND SAFETY SYMBOLS

THESE NOTES ARE BASED ON THE USE OF EXPERIENCED AND COMPETENT CONTRACTORS CARRYING OUT THE WORK USING AN APPROVED SAFE METHOD OF WORKING

- INDICATES A RESIDUAL RISK REQUIRING A COMPULSORY ACTION
- INDICATES A RESIDUAL RISK REQUIRING A PROHIBITIVE ACTION
- INDICATES A RESIDUAL RISK AS A WARNING
- INDICATES A RESIDUAL RISK FOR INFORMATION

C01	03.12.2024	ISSUED FOR CONSTRUCTION.	JMB
P03	24.09.2024	HIGHWAY BOUNDARY MODIFIED TO SUIT SITE LINES.	JMB
P02	24.06.2024	EXISTING LIGHTING COLUMN SHOWN.	JMB
P01	07.06.2024	PRELIMINARY ISSUE FOR COMMENT	JMB
Rev.	Date	Description	By

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Client
FORMAN HOMES

Architect
HGP ARCHITECTS

Project title
PROPOSED DEVELOPMENT
DUNSBURY WAY
LEIGH PARK, HANTS

Drawing title
SECTION 278
AGREEMENT LAYOUT.

Scale	Paper size	Date	Drawn by	Checked by	Status
1:200	A1	MAY 2024	JMB	CH	

Project code
FHL012-AAL - EW - XX - DP - C - 2781- C01

38/1908

THESE NOTES ARE BASED ON THE USE OF
EXPERIENCED AND COMPETENT CONTRACTORS
CARRYING OUT THE WORK USING AN
APPROVED SAFE METHOD OF WORKING

- | | |
|---|--|
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|  | INDICATES A RESIDUAL RISK FOR INFORMATION |

EXISTING CONCRETE CROSSOVERS TO BE REPLACED WITH NEW FOOTWAY CONSTRUCTION.

EXISTING CONCRETE CROSSOVER TO BE REPLACED WITH NEW FOOTWAY CONSTRUCTION.

ALL SERVICES IN NEW AND RESURFACED FOOTWAY TO HAVE COVERS ADJUSTED TO SUIT PROPOSED LEVELS.

EXISTING CONCRETE
SITE ENTRANCE TO BE
REPLACED WITH NEW
TARMAC FOOTWAY
CONSTRUCTION.

EXISTING CONCRETE
SITE ENTRANCE TO
BE REPLACED WITH
NEW GRASS VERGE.

TSRGD
DIAGRAM 1009A

UNCONTROLLED
PEDESTRIAN
CROSSING.

NEW SITE
ENTRANCE

TSRGD
DIAGRAM 1003ATSRGD
DIAGRAM 1004

STANDARD DETAIL NO.	TITLE
HCC11/C/010	PRECAST CONCRETE KERB
HCC11/C/045	FOOTWAYS TYPE 1A
HCC11/C/060	UNCONTROLLED PEDESTRIAN CROSSING INSTALLED IN NEW WORK
HCC11/C/065	UNCONTROLLED PEDESTRIAN CROSSING INSTALLED IN EXISTING FOOTWAY
HCC11/M/015	KERB REPLACEMENT ON EXISTING

THIS DRAWING IS TO BE READ IN
CONJUNCTION WITH THE ABOVE HAMPSHIRE
COUNTY COUNCIL'S (HCC) STANDARD DE

DESIGN CBR = 2.5% (31 MPA) TBC

CONTRACTOR SHALL UNDERTAKE CBR TESTING
WITHIN EXISTING CARRIAGEWAY PRIOR TO
COMMENCEMENT OF HIGHWAY WORKS.

ALL INFORMATION TO BE SUPPLIED TO
HAMPSHIRE CC HIGHWAY INSPECTOR

FOR FURTHER DETAILS OF STREET
LIGHTING REFER TO ENERVEO'S
REPORT AND DRAWING NO.
EVO20028158-LD-001-A

	EXISTING HIGHWAY BOUNDARY
	SITE BOUNDARY
	HB2 KERB / PC1 - 100mm UPSTAND
	PC4 / BN KERB - 0mm UPSTAND
	EF EDGING
	UNCONTROLLED PEDESTRIAN CROSSING TACTILE PAVING
	TRANSITION KERB
	GRASS VERGE
	PEDESTRIAN FLEXIBLE CONSTRUCTION
	HCC11/C/045A - TYPE 1A
	CARRIAGEWAY CONSTRUCTION / TRANSITION SLAB - REFER TO DETAIL.
	FOOTWAY RESURFACING
	EXISTING LIGHTING COLUMN RETAINED.
	EXISTING LIGHTING COLUMN RETAINED, LANTERN CHANGED.

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5. MAIN CONTRACTOR TO PROVIDE AND FIX SUITABLE BRACING AND PROPPING FOR ALL ELEMENTS IN THE TEMPORARY COORDINATION DURING CONSTRUCTION SUCH AS TO ENSURE STRUCTURE STABILITY AT ALL TIMES.
6. IT IS THE CONTRACTORS SOLE RESPONSIBILITY FOR ASSASSINATING SHAFT DISPOSAL OF ANY OFF-SITE EXCAVATED MATERIAL FROM THE PROJECT AREA. NO CLAIM RELATIVE TO SPOIL REQUIREMENTS WILL BE ENTERTAINED.

1. ADOPTED HBZ KERBS UPSTAIR TO BE 100mm. IF EDGINGS TO BE USED AT THE BACK OF ADOPTED FOOTWAYS / DRIVEWAYS, DOUBLE ROWS OF EDGINGS TO BE USED. THE EXTENT OF ADOPTED HIGHWAY, EBN EDGINGS ARE TO USED WHERE FOOTWAYS ARE ADJACENT TO LANDSCAPED AREAS.
2. GENERAL CRITERIA TO BE ADOPTED HIGHWAY AND FOOTWAY TO BE 1 IN 40.
3. SLOTT SPOTS IN THE FORMATION ARE TO BE REMOVED AND REPLACED WITH SLOTTED MANHOLE COVERS.
4. ALL EXISTING MANHOLE COVERS, GULLIES, ETC., TO BE RAISED TO SUIT NEW LEVELS.
5. ROADWAYS AND HIGHWAY ADJACENT BANKMANS ARE TO HAVE A MAXIMUM SLOPE GRADIENT OF 1:3. SLOPE GRADIENTS IN GARDENS TO BE RESTRICTED TO 1 IN 12.
6. ALL DIAGRAM NUMBERS INDICATED REFER TO THE TRAFFIC SIGNALS REGULATIONS AND LOCAL DIRECTIONS 2016 AND ITS SUBSEQUENT AMENDMENTS.
7. NO BLOCKS / SLABS WITH A UNIT WEIGHT IN EXCESS OF 20kN TO BE USED.
8. KERBS IN EXCESS OF 20kN TO BE MACHINE LAID.

EXISTING CONCRETE CARRIAGEWAY CONSTRUCTION (SLAB THICKNESS TO BE CONFIRMED).

EDGE OF EXISTING CARRIAGEWAY.

EXISTING KERB, BRICK AND BACKING TO BE REMOVED SHOWN ON

1200

1200

30

60

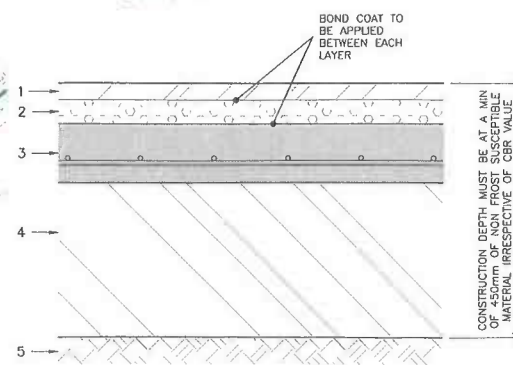
100

PRIVATE

NEW PRIVATE CARRIAGEWAY CONSTRUCTION.

20mm DOWEL BARS 300mm LONG AT 300mm CENTRES WITH DOWEL CAPS.

C32/40 GRADE CONCRETE SLAB REINFORCED WITH A SINGLE LAYER OF A393 MESH TOP AND BOTTOM WITH 50mm COVER.



1. **SURFACE COURSE**
 30mm SMA 10 SURF TO CL. 942 40/60
 BINDER, PSY 65
2. **BINDER COURSE**
 60mm THICKNESS AC 20 D50/100 BIN PEN
 TO CL. 937 PEN TO CL. 94948
 PD 691:2015 AC1:2016 AND BS EN 1310
3. **TRANSITION SLAB**
 160/100mm THICKNESS C32/40 GRADE
 CONCRETE SLAB REINFORCED WITH A SINGLE
 LAYER OF A393 MESH BOTTOM WITH 50mm
 COVER
4. **SUB BASE**
 400mm TYPE 1 GRANULAR MATERIAL TO
 CLAUSE B03 (RECYCLED IN ACCORDANCE
 WITH HCC'S SPECIFICATION, SUPPLY HDA
 INSURE WITH GRADING CERTIFICATES)
5. **FORMATION**

CBR TO BE CONFIRMED AT JUNCTION DURING FIRST WEEK
OF CONSTRUCTION AND CONFIRMED TO HCC HIGHWAYS

NOTE:
ALL JOINTS SHALL BE OFFSET AT LEAST 300mm FROM PARALLEL JOINTS IN THE LAYER BENEATH WHEREVER POSSIBLE, AND IN A LAYOUT APPROVED BY ENGINEER. JOINTS IN THE SURFACE COURSE OR POROUS ASPHALT SHALL COINCIDE WITH EITHER THE LANE EDGE OR THE LANE MARKING, WHICHEVER IS APPROPRIATE. JOINTS ARE TO BE SEALED WITH A PROPRIETARY COMPOUND OR SEALING TAPE / OVERBAND. LONGITUDINAL JOINTS IN MATERIALS SUBJECT TO PERCENTAGE REFUSAL DENSITY TESTING SHALL NOT BE SITUATED IN WHEEL TRACK ZONES.

C01	03.12.2024	ISSUED FOR CONSTRUCTION.	JMB
P05	22.10.2024	TIE-IN AND LIGHTING DETAILS ADDED.	JMB
P04	24.09.2024	EXTENT OF WORKS MODIFIED TO SUIT SITE LINES.	JMB
P03	02.08.2024	CROSSING VISIBILITY SPLAYS ADDED.	JMB
P02	24.08.2024	EXISTING LIGHTING COLUMN SHOWN.	JMB
P01	07.06.2024	PRELIMINARY ISSUE FOR COMMENT	JMB
Rev.	Date	Description	By

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Client
FORMAN HOMES

Architect
HGP ARCHITECTS

Project title
PROPOSED DEVELOPMENT
DUNSBURY WAY
LEIGH PARK, HANTS

Drawing title
SECTION 278
ENGINEERING LAYOUT

Scale 1:200	Paper size A1	Date MAY 2024	Drawn by JMB	Checked by CH	Status
Name					
Project code	Originator	Functional breakdown	Special breakdown	Form/Drawn by	Number (Revision)
FHL012-AAL - EW - XX - DP - C - 2782- C01					



NOTES

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LEGEND

- EXISTING ADOPTED HIGHWAY
- AREA TO BE DEDICATED AS HIGHWAY.
- EXISTING HIGHWAY BOUNDARY
- NEW / PROPOSED HIGHWAY BOUNDARY
- SITE BOUNDARY

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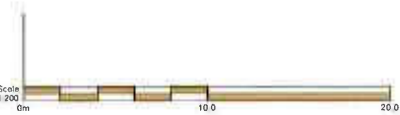
Architect
HGP ARCHITECTS

Project title
PROPOSED DEVELOPMENT
DUNSBURY WAY
LEIGH PARK, HANTS

Drawing title
SECTION 278
LAND PLAN.

Scale	Paper size	Date	Drawn by	Checked by	Status
1:200	A1	SEPT. 2024	JMB	CH	

Name
Project code
FHL012-AAL-EW-XX-DP-C-2783-C01



38/1908

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 design drawings, specification, the Programme, the Mud Method Statement 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 and such Management Plan has been approved in writing by the County Council.
 - 1.3 Where the estimated value of the contract for the works equals or exceeds the threshold provided in Schedule 1 of the Procurement Act 2023 (as amended from time to time) tenders shall have been invited under the Open Procedure
 - 1.4 The Developer has: -
 - 1.4.1 Obtained any necessary licences and given any necessary notices pursuant to the New Roads and Street Works Act 1991; and
 - 1.4.2 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
 - 1.5 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: -
 - 1.5.1 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; and
 - 1.5.2 confirmation that duties under Reg 4(4) and 4(5) of the CDM Regulations are being carried out

- 1.6 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
- 1.7 The Developer has paid all sums due prior to commencement of the Works pursuant to this Agreement
- 1.8 The original insurance policy and receipts referred to in clause 9 or copies thereof certified by a solicitor have been produced
- 1.9 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
- 1.10 The Developer has submitted to the County Council and the County Council has approved a Highway Condition Survey
- 1.11 The Developer has prepared for the County Council with regard to any Structures detailed contract drawings for technical approval in accordance with the relevant section of the Design Manual for Roads and Bridges (CG 300 Technical approval of highway structures) Technical Approval of Highways Structures and the HMMP or any amendment/replacement thereof
- 2 The Developer shall ensure that the structure design and checking procedure for any Structure is carried out by a Chartered Engineer familiar with Department for Transport Standards who shall state on 'Form AIP' or any amendment/replacement thereof the documents which will be applicable and which will need to be agreed. The procedure document HMMP applicable to highway structures shall be obtained from the County Council before details are submitted for approval
- 3 The Developer shall notify the County Council as follows:
 - 3.1 in accordance with the provisions of the Hampshire County Permit Scheme; and
 - 3.2 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 and the Safety at Street Works and Road Work A Code of Practice published by Department of Transport and the proposed arrangements shall be approved in writing by the County Council before the Works commence
- 6 The Works shall be constructed:
- 6.1 under the terms of a Construction Contract, unless agreed otherwise by the County Council;
 - 6.2 under the direction and instructions of a Competent Engineer. The Competent Engineer shall be authorised to issue instructions to the Contractor in the normal execution of duties under the Construction Contract; and
 - 6.3 in accordance with the Specification, detailed contract drawings and programme, prepared in accordance with the Guidance notes, unless any changes to the Works are agreed by the County Council during the course of construction. The Competent Engineer shall be responsible for negotiating, agreeing and implementing any required changes
- 7 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
- 8 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

- 9 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
- 10 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 approved detailed design drawings and Specification.
- 11 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 in accordance with the relevant section of the Design Manual for Roads and Bridges (GG 119 Road safety audit) and Hampshire County Councils Technical Guidance Note TG18 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
- 12 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
- 13 To protect the County Councils 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 timescales specified in the Programme, the Developer shall, if required by the County Council, pay to the County Council on demand a sum proportionate to the disruption caused to the public highway by the delayed

works (in accordance with the County Council's Technical Guidance Note TG22 and Code of Practice for the Co-ordination of Street Works)

- 14 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
- 15 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
- 16 The Developer shall provide the County Council with the following:
 - 16.1 Prior to issue of the Certificate of Completion
 - 16.1.1 CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format;
 - 16.1.2 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;
 - 16.1.3 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;
 - 16.1.4 in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets (if required) of 'as built' drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates;
 - 16.1.5 accurate 1:500 scale of 'as built' drawings supplied dwg format (packaged with any associated cross references) and PDF format;
 - 16.1.6 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; and

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

Schedule 3 - Commuted Sums

Asset Element	From the date of the completion of the Agreement to the date the Works are placed onto maintenance (Date of Certificate of Completion)		Unit / Basis for Calculation	Notes
	0 to 2 Years	>2		
	Unit Cost A	Unit Cost B		
Carriageway Surfacing				
Stone Mastic Asphalt	£18.03	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
High Friction Surfaces (HFS)	£142.20	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements
Pigmented Asphalt	£144.25	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Block Paving	£99.09	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Additional areas not required by the Highway Authority (e.g. parking bays)	£29.99	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements
Asphaltic Concrete	£36.67	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements (extra over cost)
Overrun Areas (modular)	£235.11	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Carriageway Ancillaries				
Kerbs (conservation / countryside)	£8.33	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Kerbs (natural stone)	£15.27	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Safety Kerbs	£59.71	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Road Studs (all other types)	£61.35	Unit Cost A + interest adjustment for inflation*	Item	10 replacements
Footways and Cycleways				
Block Paving	£76.88	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Modular Paving (Flags)	£101.50	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Modular Paving (Flags) Natural Stone	£329.91	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)

Pigmented Asphalt Cycleways	£96.17	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Pigmented Asphalt Footways	£96.17	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Resin Bonded Gravel	£239.45	Unit Cost A + interest adjustment for inflation*	per m ²	4 replacements (extra over cost)
Fences and Barriers				
Pedestrian Guard Rail	£244.40	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Boundary Fencing (post and rail)	£116.65	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Birdlip Fencing	£57.41	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Acoustic Barrier	£188.16	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Vehicle Restraint System - Barrier	£140.32	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Vehicle Restraint System - Terminal	£1,518.67	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Retaining wall <1.5m	£1,297.94	Unit Cost A + interest adjustment for inflation*	m ²	1 replacement
Street Lighting				
Architectural / Non Standard <6m	£3,745.69	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Architectural / Non Standard >6m	£4,262.15	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Wall Mounted Lighting	£3,131.71	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Subway / Bridge lighting	£1,202.90	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Private Cable Network	£82.44	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Street Furniture				
Bus Shelters (passenger information)	£23,995.32	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bus Shelters (unlit)	£4,803.33	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bus Stops (poles and flags)	£1,513.61	Unit Cost A + interest adjustment for inflation*	Item	5 replacements
Cycle Racks	£488.80	Unit Cost A + interest adjustment for inflation*	Item	2 replacements

Seating and Benches	£2,740.43	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Bollards (wooden)	£1,155.33	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (plastic socketed)	£1,403.20	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (concrete)	£854.00	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bollard (removable)	£1,118.68	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollard (foldable)	£1,236.33	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Solar Bollard	£1,841.87	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Verges and Landscaped Areas				
Grass Verges (>2m width)	£17.07	Unit Cost A + interest adjustment for inflation*	m ²	4 cuts per year (applied to area over 2m standard width only)
Trees	£324.98	Unit Cost A + interest adjustment for inflation*	Item	Routine maintenance
Hedges	£104.24	Unit Cost A + interest adjustment for inflation*	Linear m	1 cut per year
Shrubs	£38.71	Unit Cost A + interest adjustment for inflation*	m ²	1 cut per year
Traffic and Pedestrian Management				
Illuminated Traffic Signs <=4m ²	£2,835.79	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Illuminated Traffic Signs >4m ²	£3,792.67	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Zebra Crossing	£4,858.61	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Controlled Crossing (Toucan, Puffin) Single carriageway	£51,535.36	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Controlled Crossing (Toucan, Puffin) Dual carriageway	£91,493.43	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - T Junction	£129,636.38	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - Cross roads	£171,271.32	Unit Cost A + interest adjustment for inflation*	Item	3 replacements

Traffic Signals - Roundabout Per Arm	£86,041.21	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Over Height Warning Signs (OHWS)	£56,255.05	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
CCTV	£21,131.82	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Heritage Pedestrian Signs	£555.45	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traditional Cast Iron Finger Posts	£833.17	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traffic Calming Humps / Raised Tables (bituminous)	£133.30	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Traffic Calming Cushions	£13,094.28	Unit Cost A + interest adjustment for inflation*	Item	6 replacements
Variable Messaging Signs (VMS)	£52,457.94	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Calming Humps / Raised Tables (block paved)	£366.60	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Drainage				
Pipes (>=375mm)	£64.31	Unit Cost A + interest adjustment for inflation*	Liner m	Replacement - 50% of total (extra over cost) and cleansing
Grills & Screens	£119.70	Unit Cost A + interest adjustment for inflation*	Item	Cyclic maintenance
Petrol Interceptors (<=8m3)	£19,989.24	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Petrol Interceptors (>8m3)	£37,101.22	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Soakaways (<=5m3)	£3,264.22	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Soakaways (>5m3)	£5,923.70	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Swales	£40.80	Unit Cost A + interest adjustment for inflation*	m ²	Routine maintenance
Storage Chamber / Tank	£1,569.46	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing and 1 replacement
Highway Ponds (infiltration)	£281.97	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Highway Ponds (non-Infiltration)	£541.88	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Vortex Flow Control	£7,358.37	Unit Cost A + interest adjustment for inflation*	Item	2 replacements

Weir Kerbs	£307.35	Unit Cost A + interest adjustment for inflation*	Item	Replacement (50% of total) and cyclic cleansing
Filter Drains	£290.28	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic Cleansing and 2 replacements
Fin or Narrow Filter Drains	£222.18	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Permeable Paving	£210.70	Unit Cost A + interest adjustment for inflation*	m ²	2 replacements
Headwall (bagwork)	£694.31	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Channel Drains	£145.99	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic cleansing and 1 replacement
Pumps and Pumping Stations	£54,893.82	Unit Cost A + interest adjustment for inflation*	Item	Servicing and 10 replacements
Combined Drainage Kerbs	£162.82	Unit Cost A + interest adjustment for inflation*	Linear m	1 Replacement and cyclic cleansing
Structures	Add value where required	Unit Cost A + interest adjustment for inflation	-	See ADEPT guidance
Bespoke	Add value where required	Unit Cost A + interest adjustment for inflation	-	

1 **Details**

- 1.1 Commuted sums as per the table are payable prior to the issue of the Certificate of Completion
- 1.2 If the Certificate of Completion is issued within 2 years of the date of this Agreement, then unit rate A will be payable for any applicable items within the schedule.
- 1.3 If the Certificate of Completion is issued after 2 years of the date of this Agreement then unit rate B will be payable for any applicable items within the schedule.
- 1.4 Unit rate B allows an annual compound interest rate to be applied to rate A to make an allowance for inflation and will only be applicable in the instance that issue of the Certificate of Completion is after 2 years from the date of this Agreement.
- 1.5 The form of the interest rate, applied after 2 years, can be selected by the Developer and 'locked in' via the agreement, as either a fixed rate or a rate

based on the Construction Output Price Indices for All Construction and the Developer's election is set out in clause 16.1.

- 1.6 If the interest rate used to calculate Rate B is to be fixed, an interest rate of 4% calculated on a compound annual basis shall be applied to Rate A for the period from the date of 2 years after the Agreement until the date of payment
- 1.7 If the interest to calculate Rate B is to be based on the OPIs rate for each financial year will be calculated by the County Council based on the OPs published by the Office for National Statistics. The interest rate calculated for each financial year will be applied to rate A for any subsequent corresponding years. Where there is no calculated average for the current financial year, the previous annual average rate will be applicable.
- 1.8 In the event that the average OPIs rate, for any given financial year is negative (i.e. shrinks) no interest will be applicable and rates will revert back to Rate A.
- 1.9 To calculate rate B (interest charged after 2 years) the County Council will use the below formula.

2 County Council formula

2.1 Defined terms are:

- 2.1.1 The Base Date Index (B) is the index at the base date.
- 2.1.2 The Latest Index (L) is the index at the anniversary of the base date.
- 2.1.3 The Price Adjustment Factor is $(L - B)/B$ for the index linked to it.
- 2.1.4 The index used to calculate the Price Adjustment Factor is OPIs published by The Office of National Statistics
- 2.1.5 The Base Date for indices is December (The final index figures for this month shall be used)