

IN QUADROPLICATE



Hampshire
County Council

Legal Services

Dated

30 July

2026

**Hampshire County Council
and
Amiri Construction Limited
and
The Guinness Partnership Limited
and
Hcc International Insurance Company Plc**

**Deed of Agreement relating to the construction of a highway at
land on the west side of Woodcroft Lane, Lovedean, Waterlooville also known
as Woodcroft Copse Phase 2 pursuant to (inter alia) section 38 Highways Act
1980**

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Date

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1 Parties

- 1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')
- 1.2 **Amiri Construction Limited** (company registration number 05351797) whose registered address is situated at Eagle Point, Little Park Farm Road, Fareham, England, PO15 5TD ('the Developer')
- 1.3 **The Guinness Partnership Limited** (Registered Society No. 31693R) whose registered address is situated at 7th Floor, 350 Euston Road, Regent's Place, London, NW1 3AZ ('the Owner')
- 1.4 **Hcc International Insurance Company Plc** (company registration number 01575839) whose registered address is situated at The St Botolph Building, 138 Houndsditch, London, United Kingdom, EC3A 7BT ('the Surety')

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 Site is located
- B The Owner is the registered proprietor with title absolute of the Site registered at Land Registry under Title Number SH50595 save for any individual parcels which may have at the time of this Agreement previously been disposed of
- C The Owner has appointed the Developer to develop the Site and agrees to the dedication
- D Planning Permission has been granted to develop the Site and the Developer proposes to construct on part of the Site the Works for public use in the positions identified on the Drawing(s) to facilitate the erection of and access to the Development and desires that the Works become highway maintainable at public expense on the terms and conditions set out in this Agreement
- E Subject to compliance with the terms and conditions of this Agreement the Works shall become highway maintainable at public expense

- F The Owner agrees to grant the County Council such easements rights powers and privileges as are necessary for the purposes of the County Council's statutory undertaking

Agreed terms

3 Interpretation

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

'Adoption Certificate'	a certificate issued by the County Council pursuant to the provisions of clause 27.1 of this Agreement
'Agreement'	the terms and conditions agreed in this Deed including its Schedules and Appendices
'Bond'	such sum of £175,000.00 (ONE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS) provided by the Surety pursuant to clause 30 to enable the County Council to undertake the Works should the Developer breach their obligations under this Agreement
'CDM Regulations'	the Construction (Design and Management) Regulations 2015 for notification purposes.
'Chartered Engineer'	a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy their preferred requirements
'Deputy Director'	the County Council's Deputy Director Legal Services and Monitoring Officer or such other officer or officers as may from time to time be the primary person

	responsible for the provision of legal advice to the County Council
'Development'	the development of 43 residential dwellings at the Site
'DMRB'	the Design Manual for Road and Bridges
'Drawing(s)'	those drawings listed in Schedule 3 (or such others as shall be approved in writing by the County Council) including the Works in Principle Plan approved in writing in principle only by the County Council (and not approved for construction)
'Easement Land'	that part of the Site coloured yellow on the Works in Principle Plan being land required for easements pursuant to Clause 10
'Form AIP'	A form in document CG300 of DMRB
'Hampshire County Permit Scheme'	the Traffic Management (Hampshire County Council) Permit Scheme Order 2022 dated 17 February 2022 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 identifies the current condition of the highway in the vicinity of the Site (the extent of which shall be agreed by the County Council) carried out in accordance with the County Council's

'HMMP'

'Section 38 Guidance for Developers'
document (available at
<https://www.hants.gov.uk/transport/developers/section-38>)

the document 'Highway Maintenance Management Plan – February 2020 published by the County Council (as modified extended or replaced by supplements or revisions issued by the County Council from time to time)

'Insolvency Event'

means the occurrence of any of the following

- a) where the Developer is a **corporation**:
- i) the Developer 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 their 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.

b) where the Developer is an **individual**:

i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or

ii) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Developer.

	(c) where the Developer is a local authority : the issuing of a notice pursuant to section 114 of the Local Government Finance Act 1988
'Location Plan'	the plan reference 1303-KSA-XX-XX-DR-A-100 Rev A annexed to this Agreement at Appendix 1 approved in writing by the County Council which identifies the Site being the location of the Works
'Maintenance Period'	a period of at least 12 months commencing on the date of issue of the Part 2 Certificate and continuing until the issue of the Adoption Certificate
'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 pursuant to the Traffic Management Act 2004

	f) prevent earth and subsoil on vehicles leaving the site.
'Parties'	the parties to this Agreement and unless the context otherwise requires 'Party' shall refer to any one of the Parties
'Part 1 Certificate'	a certificate issued by the County Council in accordance with the provisions of Clause 22
'Part 2 Certificate'	a certificate issued by the County Council in accordance with the provisions of Clause 24
'Part 1 Works'	those parts of the Works as set out in Schedule 1
'Part 2 Works'	those parts of the Works as set out in Schedule 2
'Phase 1 s38 Agreement'	the agreement entered into under (among other provisions) Section 38 Highways Act 1980 made between Hampshire County Council (1) Guinness Partnership Limited (2) to secure the construction completion maintenance dedication and adoption of the Phase 1 s38 Works
'Phase 1 s38 Works'	the highway works defined within and secured by the Phase 1 s38 Agreement
'Planning Permission'	the planning permission granted by Havant Borough Council under reference APP/15/01235 dated 05 August 2016 for the development of the Site
'Programme'	the programme for execution of the Works agreed in writing by the County Council

'Road Safety Audit'	a Road Safety Audit commissioned by the Developer (at the Developer's expense) and undertaken by an independent and suitably qualified Auditor (from the County Council's approved list) in the presence of the County Council and in accordance with Hampshire County Council's Technical Guidance Notes (available at www.hants.gov.uk/transport/developers/technical-guidance)
'Site'	certain land at Woodcroft Lane, Lovedean, Waterlooville shown edged red on the Location Plan having the benefit of the Planning Permission
'Specification'	the 'Manual of contract documents for highway works: Volume 1 Specification for highway works' published by TSO in March 2020 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 https://www.hants.gov.uk/transport/developers/standard-details), b) Hampshire County Council's Highway Construction Standard Details (available at https://www.hants.gov.uk/transport/developers/standard-details) c) Hampshire County Council's Technical Guidance Notes (available at

www.hants.gov.uk/transport/developmenters/technical-guidance)

	all as in force at the date of commencement of the Works
'Structure(s)'	any structure or structures (as the context so requires) as defined in document CG300 of DMRB
'SuDs'	a sequence of conveyance systems and control structures designed to manage the drainage of surface water more sustainably than conventional techniques by providing treatment and reducing flow rates and volumes.
'Technical Approval'	written confirmation from the County Council that the Developer's designs and standards for the Works have been approved
'Technical Approval Period'	the period of 24 months from the date of this Agreement
'TSO'	The Stationery Office Limited (company number 03049649) whose registered office is 18 Central Avenue, St. Andrews Business Park, Norwich, England, NR7 0HR
'Working Day'	any day Monday to Friday inclusive excluding bank holidays between the hours of 8:30am and 4:30pm and the expression 'Working Days' shall be construed accordingly
'Works'	a road for mechanically propelled vehicles including Structures highway drainage system cycle track footpaths and footways street lighting grass trees

and landscaping as shown on the Works in Principle Plan identifying the Works 'Works in Principle Plan' the drawing numbered AMI/E5095/301 D as listed in Schedule 3 and attached to this Agreement at Appendix 2 identifying the Works approved in principle only by reference to the colours blue brown red green yellow and orange see the guide at <https://documents.hants.gov.uk/transport/S38-Report-GuidanceNotesforDevelopersApplyingforS38Agreement.pdf>

- 3.2 Where in this Agreement reference is made to any clause Schedule Appendix or paragraph such reference (unless the context otherwise requires) is a reference to a clause, Schedule or Appendix of this Agreement or to a paragraph in a Schedule
- 3.3 Where the context so admits words importing the singular include the plural and words importing the plural include the singular
- 3.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 3.5 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 3.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act of Parliament for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act of Parliament or deriving validity from it
- 3.7 The headings and contents list are for reference only and shall not affect construction

- 3.8 References to 'in writing' shall unless otherwise specified within this Agreement include email
- 3.9 References to 'including' means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and 'include' shall be construed accordingly
- 3.10 The Schedules and Appendices to this Agreement form part of it and are incorporated as if the same had been set out in full as terms in the main body of the document except that in the case of a conflict between the terms in the main body of this Agreement and the content of the Schedules or Appendices the clauses of this Agreement will prevail

4 Statutory powers

- 4.1 This Deed of Agreement is made pursuant to section 38 section 251 of the Highways Act 1980 section 111 of the Local Government Act 1972 the Localism Act 2011 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 106 of the Town and Country Planning Act 1990 and all other enabling powers
- 4.2 for the purposes of Section 251 of the Highways Act 1980 the County Council certifies that this Agreement is made in connection with the County Council's functions as Highway Authority under the Highways Act 1980
- 4.3 all the covenants contained in this Agreement shall be binding upon the Developer and the Owner, and the Owner's obligations shall also be binding upon its successors in title to the Site (for the avoidance of doubt the Developer's obligations do not apply to the Owner or the Owner's successors in title).

5 General matters

- 5.1 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
- 5.2 Any notice required to be served by the Developer under the terms of this Agreement or to comply with legislation is to be served by the Developer in writing which for the avoidance of doubt does not include e-mail and shall reference the following CGB/ENVAG/0058 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 or to such addressee as the County Council may from time to time stipulate

- 5.3 Any notice required to be served by the County Council under this Agreement or to comply with legislation is to be served by the County Council in writing which for the avoidance of doubt does not include email and shall reference the following TLT/099426/000049 and shall not be deemed to be given until received by the Developer at the address set out in this Agreement.

6 Execution of Works

6.1 The Developer covenants with the County Council

- 6.1.1 prior to commencement of the Works to comply with the provisions of clause 11
- 6.1.2 prior to commencement of the Works to comply with the provisions of clause 7 clause 13 and clause 20
- 6.1.3 to carry out the Works at the Developer's expense and at no cost to the County Council in accordance with the Drawing(s) and in accordance with the Programme agreed by the County Council
- 6.1.4 to carry out the Works in accordance with the Specification
- 6.1.5 to carry out the Works to the complete satisfaction of the County Council and having complied with the requirements of clauses 11 and 18 to :-
 - a) properly sewer level pave flag kerb channel metal and otherwise make good the site of the Works including all such works as may be required by the County Council as shown on the Drawings to secure the connection of the Works with the highway known as Woodcroft Lane
 - b) provide the street lighting in accordance with the Street Lighting Maintenance Management Plan of the County Council in force at the date of this Agreement and in accordance with any other requirements of the County Council in the positions as shown on the Drawings or as shall be determined by agreement in writing with the County Council and maintain the same until the Works become highway maintainable at public expense

- c) lay out any verges and landscape works if shown on the Drawing(s)
- d) provide road signs (including illuminated signs) and road markings to the specifications of and in the positions determined by the County Council and provide street name plates as agreed by Havant Borough Council

6.1.6 to acquire all easements and consents requisite for providing and maintaining disposal systems for surface water highway drainage from the Works and for providing a proper out-fall for such systems

6.1.7 to include in any transfer conveyance lease or other disposition of the Works or part of the Works appropriate covenants

- a) not to build any structure or other construction on the Works or the Easement Land and
- b) to provide all easements necessary for the proper maintenance drainage and lighting of the road or roads to be adopted and
- c) in particular (**provided that** buildings do not immediately abut the adoptable highway) where there will be no adopted verge or footway within which communal services may be laid to include in every conveyance transfer or lease of the Works or any part thereof an exception and reservation in the following or substantially the following terms:-

'Except and Reserved in fee simple unto the Transferor the Highway Authority and the suppliers of mains gas water electricity telephone telecommunications and drainage services on not less than seven days previous written notice to the Transferee (but without notice in case of emergency) the right to maintain and renew such of those services including highway drainage (together where required with an uninterrupted right of drainage) as are already existing and the right within the period of eighty years here from to lay and install such services in the areas coloured brown green yellow orange or red on the Drawing(s) with full right and liberty on giving notice as aforesaid to enter

onto the said strip for the purpose of maintaining renewing laying and installing the said services'

6.1.8 to cause all foul sewers surface water sewers highway drains gas and water mains electric cables television telecommunication cables and/or ducting which are to be laid under the proposed highway together with all necessary connections from them to the highway boundary to be laid to the satisfaction of the County Council before the foundations of the Works are laid and also cause the connections from electric cables to the street lamps to be laid before the paving of any footpath footway or cycle track is carried out

6.1.9 during the progress of the Works to give the County Council free access to every part of the Works for the purposes of testing and/or inspecting the Works as they proceed and to all materials for use therein and if the County Council shall require the Developer so to do the Developer shall uncover or open up any Works to enable the same to be inspected and if required tested at the expense of the Developer and if so required the Developer shall remove any work or materials which are in the opinion of the County Council defective unsuitable or not in accordance with the Drawing(s) and/or the Specification and/or approvals given by the County Council under this Agreement and the Developer shall at the expense of the Developer re-execute any such works and substitute proper and suitable materials to the complete satisfaction of the County Council

6.1.10 with regard to any Structures to prepare for the County Council detailed contract drawings for technical approval in accordance with Highways England CG300 'Technical Approval of Highways Structures' and the HMMP or any amendment/replacement thereof

6.1.11 to ensure that the structural 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 HMMP procedure document applicable to highway structures shall be obtained from the County Council before details are submitted for approval

- 6.1.12 to complete an unmetered connection agreement with the relevant distribution network operator(s) for the unmetered public lighting supply of electricity in respect of street lighting
- 6.1.13 to complete a supply agreement with the relevant electricity supply company in respect of the street lighting and pay for all electricity supplied up to the time the Works shall become a highway maintainable at public expense
- 6.1.14 to comply with the Hampshire County Permit Scheme in relation to any Works located within the publicly maintainable highway
- 6.1.15 to complete the Works within three (3) months of their commencement or such longer period as the County Council may in their absolute discretion agree in writing which shall be no more than twelve (12) years from the date of this Agreement and **subject to** any additional costs as the County Council may reasonably require
- 6.1.16 unless it has obtained the prior consent in writing of the County Council not at any time to give consent to the erection by any telecommunications operator of telegraph or telephone poles or cabinets or apparatus or telephone kiosks or by the Royal Mail of post boxes or to the erection by any company whether public or private (including statutory undertakers) or to any firm or individual of any overground or underground equipment or apparatus or bus stops and/or shelters and any other street furniture

7 Public liability insurance

- 7.1 Without prejudice to the Developer's liability under clause 8 to indemnify the County Council the Developer covenants that the Developer shall be insured for the duration of the Works and the Maintenance Period 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 behalf of the Developer is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection evidence of the relevant policies of insurance

8 Indemnity

8.1 The Developer covenants

8.1.1 to indemnify and keep indemnified the County Council against all liabilities actions charges costs claims demands and expenses (including but not limited to surveyor and legal fees incurred in processing negotiating resisting and/or settling any claims and statutory interest) arising under Parts I and II of the Land Compensation Act 1973 (as amended) and s10 Compulsory Purchase Act 1965 and regulations made thereunder or any statutory modification or re-enactment thereof for the time being in force (including **for the avoidance of doubt** claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising from or incidental to the construction adoption use or lighting of the Works or resulting from or in consequence of any alteration or use of existing roads or lighting required by the highway authority.

8.1.2 to indemnify and keep indemnified the County Council against all liabilities actions charges costs claims demands and expenses arising prior to and/or during the Maintenance Period arising out of or in connection with the carrying out of the Works and any works required by any statutory undertaker 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

9 Dedication

9.1 The Developer dedicates so much of the site of the Works (**save for** any easements as lies within the Site to the use of the public as highway including where appropriate a right for mechanically propelled vehicles such dedication to be effective from the date of the Part 2 Certificate

hereinafter referred to **provided that** should the County Council enter the Site in order to complete the Works pursuant to clause 2929.2 then dedication shall be effective from the date of such entry and **for the avoidance of doubt** the Works shall remain maintainable at the expense of the Developer until the Works are adopted pursuant to clause 27

10 Easement

10.1 The Owner grants to the County Council with effect from the date of this Agreement a full easement with the following rights in fee simple:

10.1.1 the right to enter upon the unbuilt parts of the Easement Land at all times with or without vehicles materials plant machinery and contractors for the purpose of inspection maintenance repair or renewal of any equipment associated with the Works and/or maintaining the highway

10.1.2 the right to erect any necessary temporary fencing or other barrier on the Easement Land

10.1.3 the right to remove any trees hedges or shrubs growing on the Easement Land and any buildings walls fences or other structures built thereon

10.1.4 the right to drain and discharge surface water over and onto and where relevant through the Easement Land

subject always to the County Council not causing a nuisance or annoyance to the owners and occupiers of the Easement Land and any land abutting the Easement Land, and doing as little damage as reasonably possible to the Easement Land and making good as soon as reasonably practicable any such damage caused **provided that** should it be necessary for the County Council to execute or complete the Works in accordance with clause 2929.2 the rights granted to the County Council pursuant to this clause 10 together with the right to install any part of the Works shall take effect from the date the County Council commences the Works in accordance with clause 2929.2

11 Restrictions on commencement of Works

11.1 The Developer shall not commence the Works unless and until:

- 11.1.1** they have notified any statutory undertaker in writing at least 4 months prior to the commencement of any work connected with statutory undertakers equipment located in on or under any existing highway or which might 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;
- 11.1.2** they have notified the County Council in writing at least 4 months prior to the commencement of the Works of their intention to proceed with the Works and further notified the County Council at least 10 clear Working Days prior to commencement of the Works
- 11.1.3** the Programme and all traffic management measures have been approved by the County Council in writing
- 11.1.4** any necessary licences have been obtained and notices pursuant to the New Roads and Street Works Act 1991
- 11.1.5** they have 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
- 11.1.6** they have demonstrated to the satisfaction of the County Council how the Developer will comply with the Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters 2023 and has submitted to the County Council a Management Plan and such Management Plan has been approved in writing by the County Council
- 11.1.7** they have submitted to the County Council and the County Council has approved in writing a Highway Condition Survey
- 11.1.8** they have demonstrated to the satisfaction of the County Council the disposal of the proposed highway surface water run-off via a

suitable highway drainage system including the provision if necessary of all necessary easements with third party land owners and discharge rights to private water courses

11.1.9 they have arranged for a noise survey and assessment to be undertaken by a competent noise expert approved by the County Council 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) in such manner and at such times and locations approved by the County Council and a copy of the survey and assessment shall be given to the County Council and the Developer shall undertake prior to the commencement of the Works all and any requirements arising therefrom at their own expense

11.1.10 with regard to the Works and any Structures the Developer has prepared for the County Council detailed contract drawings for Technical Approval in accordance with the Specification and obtained Technical Approval from the County Council within the Technical Approval Period (unless a longer period is agreed in writing by the County Council prior to the expiry of the said Technical Approval Period)

11.1.11 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 a copy of the notice to be served under Reg 6(2) of the CDM Regulations

12 Payments on the date of this Agreement

12.1 The Developer covenants to pay to the County Council on or before the date of this Agreement

12.1.1 the whole of the reasonable legal costs incurred by the County Council in the preparation and administration of this Agreement

12.1.2 the County Council's costs of £250 (two hundred and fifty pounds) in respect of the County Council's costs and disbursements to be incurred in applying to register the easement and

13 Payments prior to commencement of the Works

13.1 The Developer covenants to pay to the County Council on demand and in any event prior to commencement of the Works

13.1.1 a sum equal to £19,250.00 (NINETEEN THOUSAND TWO HUNDRED AND FIFTY POUNDS) (less any pre check fees already paid to the County Council) being a sum on account of the County Council's reasonable costs incurred by the County Council in:

- a) approving the detailed contract drawings for the Works including the cost of approval of preliminary design check drawings and structural and street lighting approvals; and
- b) in inspecting the Works on account of such costs

14 Payments prior to issue of the Part 1 Certificate

14.1 The Developer covenants to pay to the County Council on demand and in any event prior to the issue of the Part 1 Certificate and in accordance with Schedule 4 any commuted sums due in respect of the future maintenance of the Works and in the event that a period of 2 years is exceeded between the date of this Agreement and the date of the issue of the Part 1 Certificate the Developer shall pay by way of interest adjustment for inflation the Commuted Sums set out in Schedule 4 increased by the OPI rate

15 Payments prior to issue of the Part 2 Certificate

15.1 The Developer covenants to pay to the County Council on demand and in any event prior to issue of the Part 2 Certificate

15.1.1 the full cost to the County Council of any traffic regulation orders / road hump notices required to facilitate the Works or required in consequence of the Works plus any additional works required by the County Council in consequence thereof

15.1.2 a fee of £200 (two hundred pounds) per lighting unit to permit all Hampshire Street Lighting PFI Contract compliant illuminated signs and street lighting columns to be accrued into the Hampshire Street Lighting PFI Contract

15.1.3 any further commuted sums in accordance with Schedule 4 as a result of any alterations as agreed to the Works which for the

avoidance of doubt may be as a result of but not limited to Road Safety Audits or items required to rectify defects

16 Payments prior to issue of the Adoption Certificate

16.1 The Developer covenants to pay to the County Council on demand and in any event prior to the issue of the Adoption Certificate

16.1.1 any additional inspection fees being 2.5% of the outstanding Bond if the timescale noted in clause 6.1.15 is exceeded

16.1.2 any unpaid balance of the whole of the County Council's reasonable costs incurred in approving the detailed contract drawings and inspecting the Works such balance being due within 14 days following receipt of an invoice from the County Council

16.1.3 any further commuted sums in accordance with Schedule 4 as a result of any alterations to the Works which for the avoidance of doubt may be as a result of but not limited to Road Safety Audits or items required to rectify defects

16.1.4 any additional fees that are owed by the Developer to the County Council

16.1.5 where the Adoption Certificate is issued more than 8 (eight) years from the date of this Agreement a sum representing 1% (one per cent) of the Bond for each year in excess of 8 years

17 Payments prior to reduction or release of the Bond

17.1 The Developer covenants to pay to the County Council on demand and in any event

17.1.1 prior to reduction of the Bond following issue of the Part 1 Certificate the sum of £500 (five hundred pounds) for costs incurred in approving administering and reducing the Bond required pursuant to clause 30.2

17.1.2 prior to reduction of the Bond following issue of the Part 2 Certificate the sum of £500 (five hundred pounds) for costs incurred in approving administering and reducing the Bond required pursuant to clause 30.3

17.1.3 prior to release of the Bond following issue of the Adoption Certificate the sum of £500 (five hundred pounds) for costs

incurred in approving administering and releasing the Bond in accordance with clause 30.6

18 Notice to statutory undertakers

18.1 The Developer shall before connecting the Works with any highway or highways whether or not maintainable at the public expense give notice to each person board or authority being the statutory undertaker for the time being of any service or services laid in upon or under such highway or highways of the proposal to make such connection as if the connection were a work to be executed for road purposes as mentioned in the New Roads and Street Works Act 1991 and shall indemnify the County Council in respect of the costs of any works or measures considered necessary by any statutory undertaker in consequence of the proposal to make such connection

19 Authority granted to Developer

19.1 The County Council authorises the Developer to carry out any of the Works that are within the public highway **subject to** and strictly in accordance with the terms and conditions of this Agreement and **subject to** all appropriate notices and licences

20 Further Agreement between the Parties

20.1 In accordance with Regulation 4(8) of the CDM Regulations the Developer 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 only have a duty 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 the local highway authority

20.2 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 principal contractor

20.3 Where any part of the Works are within the public highway such part of the Works shall if required by the County Council be signed and protected to at least the standards of Traffic Signs Manual Chapter 8 2nd Edition published

by TSO in March 2009 and the proposed arrangements shall be approved in writing by the County Council and the local police before the Works commence

21 Records

21.1 The Developer shall maintain records throughout the construction of the Works and provide to the County Council upon request and in any event at least three months prior to the issue of the Adoption Certificate:-

21.1.1 in respect of Structures: as built drawings of all structures including type and suppliers of materials and components used including modifications made during construction; and

21.1.2 in respect of the Works generally:

- a) Health and Safety files in electronic form
- b) accurate 1:500 scale of 'as built' drawings supplied dwg format (packaged with any associated XRefs) and PDF format
- c) up to date electrical installation certificate and schedule of test results in accordance with BS 7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS 7671 in a format approved by the County Council
- d) if required by the County Council records of the earthworks showing sources of material used in areas of fill, description of fill materials, descriptions of sub-grades in cut areas, and copies of results of tests of material carried out as part of the supervision of the construction of the Works
- e) if required by the County Council records of the sources of supply of all other manufactured materials (eg. drainage goods fencing materials traffic signs electrical components and cables etc.)

22 Issue of Part 1 Certificate

22.1 The Developer shall

22.1.1 on completing the Part 1 Works and prior to the issue of the Part 1 Certificate provide to the County Council a CCTV survey of all highway drainage including gullies manholes pipework and catchpits and submit a report by an independent and suitably qualified engineer detailing inspections of all soakaways and SuDs and shall thereafter carry out any remedial works required by the County Council in respect of all aforesaid highway drainage

22.1.2 prior to the issue of the Part 1 Certificate ensure that the structure design and checking procedure for any Structure has been carried out to the written satisfaction of the County Council 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

22.2 On completion of the Part 1 Works to the reasonable satisfaction of the County Council in all respects including but not limited to compliance with Drawings given Technical Approval (and subject always to the requirements of clause 22.1 having been first complied with) the County Council shall issue a Part 1 Certificate

23 Road safety audit

23.1 Immediately prior to the issue of the Part 2 Certificate (and also if required by the County Council prior to issue of the Adoption Certificate) Road Safety Audits of the Works shall be commissioned by the Developer and undertaken by an independent and suitably qualified Auditor (from the County Council's approved list) in the presence of the County Council and

arising therefrom the County Council shall be at liberty to require such alterations to the Drawing(s) together with such necessary statutory consents and any other drawings approved pursuant to this Agreement and to the Works at the expense of the Developer as may be reasonably required to ensure the safety of users of the highway

24 Issue of Part 2 Certificate

24.1 On completion of the Works to the reasonable satisfaction of the County Council in all respects (and subject always to clause 24.2 and **provided that** a part 2 Certificate has been issued in respect of Phase 1 s38 Agreement Works) the County Council shall issue a Part 2 Certificate

24.2 The County Council shall be at liberty to delay the issue of a Part 2 Certificate if any sewer or sewage disposal works constructed under or otherwise within the site of the Works under an agreement made pursuant to Section 104 of the Water Industry Act 1991 (as amended) has not been certified by the sewerage undertaker party to such agreement to be completed and placed on maintenance

25 Public usage

25.1 Upon issue by the County Council of a Part 2 Certificate the Works shall immediately and automatically be open to all traffic at all times and for all appropriate purposes

26 Maintenance of the Works

26.1 Throughout the Maintenance Period the Developer shall

26.1.1 fully maintain the Works to the satisfaction of the County Council and

26.1.2 where any defect damage or safety issue arises irrespective of the cause or when discovered

- a) reinstate and make good any defect or damage within a period of no more than three calendar months following written notification from the County Council (or such other period as may be agreed in writing by the County Council) and
- b) make good any safety issues within a period of no more than one calendar month following written notification from the County Council

27 Issue of Adoption Certificate

- 27.1 Following the issue of the Part 2 Certificate and on the Works having been maintained for the Maintenance Period and upon any defects in the Works arising or safety issues identified during the Maintenance Period having been made good and all sums due under this Agreement having been paid and upon production of all easements and consents required and evidence that any sewers have been vested in the appropriate sewerage undertaker under this Agreement and **provided that** an adoption certificate has been issued in respect of the Phase 1 s38 Agreement Works and subject to clause 27.2 the County Council shall upon request from the Developer issue an Adoption Certificate
- 27.2 The County Council shall be at liberty to delay the issue of the Adoption Certificate if in their opinion the Works are likely to be used by heavy or other construction vehicles driven by or on behalf of the Developer or the Developer's servants and agents or contactors or other developers in connection with road or building works carried out on the Site or on adjoining land and in which case the Maintenance Period shall be extended accordingly
- 27.3 The Developer shall remain the street manager for the purposes of Section 49(4) of the New Roads and Street Works Act 1991 until such time as the Works shall become maintainable at public expense as provided under clause 27.4
- 27.4 Upon the issue of the Adoption Certificate the Works shall be deemed to be accepted by the County Council as a public highway maintainable at public expense

28 Extraordinary traffic

- 28.1 If after the issue of the Adoption Certificate the Developer shall wish to use on any section of the Works lorries or other heavy vehicles driven by or on behalf of the Developer or their servants and agents or contractors or other developers in connection with road or building works carried out on the Site or on any adjoining land the Developer shall first consult the County Council and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the Highways Act 1980 and the Developer agrees to pay to the County Council any additional

cost of repair or maintenance as may be certified by the County Council as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of such section of the highway by reason of normal wear and tear

29 Determination by the County Council

- 29.1 If the Developer fails to perform or observe any of the conditions stipulations or obligations on their part set out in this Agreement or if an Insolvency Event occurs the County Council may without prejudice to any rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (**save for** clause 30 which shall remain in force) by notice in writing signed by the Deputy Director and delivered to the Developer or sent by post to the address stated in this Agreement
- 29.2 Without prejudice to the terms of this Agreement if the Developer fails to execute or complete the Works in accordance with their obligations under this Agreement the County Council shall after not less than fourteen days' notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to enter the Site and complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate in default using the County Council's own employees or by contract or otherwise and to recover the cost as certified by the County Council from the Developer or the Surety 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

30 Surety's obligations

- 30.1 Without prejudice to clause 6 clause 7 clause 8 clause 11 and clause 19 and to the right of the County Council to exercise any of their rights and powers under the Highways Act 1980 or any other statutory provision in the event of non-observance or breach of any of the terms of the covenants on the part of the Developer set out in this Agreement
- 30.1.1 the County Council may serve on the Developer written notice of such non-observance or breach indicating action to be taken and a timescale within which such action must be taken in order to remedy the non-observance or breach and if within the stated

timescale the action specified has not been taken to the satisfaction of the County Council then notwithstanding the termination of this Agreement by the County Council pursuant to clause 29 in consequence of the non-observance or breach then the County Council shall have:

- a) the right to remedy the non-observance or breach and complete the Works in default by the County Council's own employees or by contract or otherwise; and
- b) a right of entry to the Site at all times and for all such purposes is irrevocably granted to the County Council; and
- c) a right to recover the costs incurred by the County Council in remedying the breach or non-observance as certified by the County Council from the Developer or the Surety

30.1.2 the Surety shall pay to the County Council upon first demand by the County Council

- a) such sum of money as the County Council may certify to be necessary to perform the obligations of the Developer under this Agreement
- b) plus ten per cent (10%) of the total sum payable in accordance with the provisions of this clause 30 or should the cost be larger such greater sum as may be reasonably required in respect of the cost to the County Council of preparing and supervising the execution of an alternative contract and
- c) such further sum of money as the Deputy Director may certify to be necessary fully to reimburse the County Council in respect of any costs and expenses incurred by the County Council in enforcement of the obligations on the part of the Developer and the Surety under this Agreement

provided that the total sums payable by the Surety under clause 30.1.2 shall not exceed £175,000.00 (ONE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS) (such sum being the cost of Works as estimated by the County Council together with the cost of any statutory undertakers works)

- 30.2 Upon issue of the Part 1 Certificate the liability of the Surety pursuant to clause 30.1 may with the approval in writing of the County Council be reduced to a minimum figure of £87,500.00 (EIGHTY SEVEN THOUSAND FIVE HUNDRED POUNDS) unless agreed otherwise by the County Council in writing
- 30.3 Upon issue of the Part 2 Certificate the liability of the Surety pursuant to clause 30.1 shall be reduced to a minimum figure of £26,250.00 (TWENTY SIX THOUSAND TWO HUNDRED AND FIFTY POUNDS) unless agreed otherwise by the County Council in writing
- 30.4 The County Council shall apply all sums received from the Surety pursuant to clause 30.1 solely to the completion of the Works and other purposes referred to in clause 30
- 30.5 If the sum paid by the Surety in accordance with clause 30.1 exceeds the final costs of the Works and all other costs incurred by the County Council in enforcement of the Developer's obligations under this Agreement before the Works become highway maintainable at the public expense such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to such surplus money during the period between receipt of the money by the County Council and repayment of the money to the Surety
- 30.6 Upon issue of the Adoption Certificate the Bond shall be released

31 Arbitration

- 31.1 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 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 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

31.1.1 The Parties' costs (including the re-imbursement of the costs of any other experts' fees) shall be at the Expert's discretion

31.1.2 The Expert shall:

- a) have at least ten years post qualification experience in the subject matter of the dispute

- b) 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 40 Working Days from the date of his appointment to act
- c) be required to give notice to each of the 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 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

31.1.3 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 Parties

31.2 It is declared and agreed between the Parties that nothing in clause 31.1 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

32 Miscellaneous

32.1 This Agreement shall be registered as a Local Land Charge

32.2 The Owner agrees that the Works are for the benefit of the Site

32.3 **Subject to** clause 31 any decision of the County Council under the terms of this Agreement shall be final and binding upon the Parties

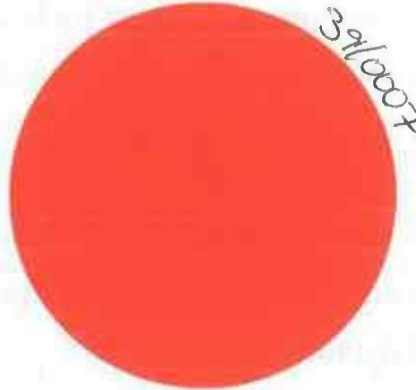
32.4 Nothing in this Agreement shall prevent or restrict the exercise by the County Council of their powers under any statutory provision

32.5 Nothing in this Agreement shall prevent or restrict the exercise by the County Council of their powers under Part XI of the Highways Act 1980 or

- any other statutory provision except that this Agreement is intended to be such an agreement as is mentioned in Section 219(4)(d) of the said Act
- 32.6 Nothing in this Agreement shall imply any obligation on the part of the County Council to the Developer or to any person to ensure that the Works are properly constructed
- 32.7 **For the avoidance of doubt** reference wherever it appears in this Agreement to the Developer's successor in title shall not include any successor in respect of the authority granted to the Developer to carry out the Works pursuant to clause 19.1
- 32.8 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
- 32.9 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any benefit or any rights to enforce any of the terms and provisions of this Agreement on any person who is not a Party or a successor in title to a Party
- 33 Consent for the noting of Agreement on title of Land**
- 33.1 The Owner confirms that by entering into this Agreement they consent to
- 33.1.1 the dedication and the grant of easements contained in this Agreement and
- 33.1.2 notice of these rights entered into in this Agreement by the Owner being entered in the charges register of title number SH50595 being the title to the site of the Works and the Easement Land

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



[Redacted]
Authorised Signatory

Name *ADAM OWEN*

Position *AUTHORISED OFFICER*

Executed as a Deed by
Amiri Construction Limited
in the presence of

Director [Redacted]

Director/Secretary [Redacted]

TLT LLP
duly authorised

[Redacted] Executed as a Deed by *affixing the Common*
Seal of **The Guinness Partnership Limited**
in the presence of

[Redacted]
Director *Authorised Signatory*
Print name: *ANGELA DRUM*

[Redacted]
~~Director/Secretary~~ *Authorised Signatory*
Print name: *MARCIA PINNOCK*

TLT LLP
duly authorised



Executed as a Deed by **RICHARD JOHN PRICE**
as Attorney for and on behalf of
Hcc International Insurance Company Plc

in the presence of

~~Director~~

~~Director/Secretary~~

Schedule 1 – Part 1 Work

- 1 Part 1 Works shall comprise of the following works:**
- 1.1 All highway drainage including outfall and any SuDs
- 1.2 CCTV survey of all highway drainage including gullies manholes pipework and catchpits
- 1.3 All other drainage contained within the proposed highway
- 1.4 Completion of all utility works, including connections to properties
- 1.5 All kerbing, kerb foundations and, where appropriate kerbs, including dropped kerbs for vehicle crossings and pedestrian crossings
- 1.6 Demarcation of sight lines and clearance of vision splays
- 1.7 Carriageway footways and footpaths and cycleways to binder course
- 1.8 Structures

Schedule 2 – Part 2 Works

- 1 Part 2 Works shall comprise of the following works:**
- 1.1 All outstanding kerbing not completed in Part 1 Works
- 1.2 All carriageways, footpaths, footways and cycleways to surface course.
- 1.3 All block paving
- 1.4 Vision splays and verges
- 1.5 Street lighting and street furniture
- 1.6 Street name plates
- 1.7 Road markings
- 1.8 Landscaping and tree planting
- 1.9 Any other works described in the specification and shown on the Drawings
- 1.10 Confirmation from the relevant Statutory Bodies that the section 104 (Water Industry Act 1991) sewers and any sewers and/ or SuDs which impact on the Works are either adopted and/ or placed on maintenance

Schedule 3 – Drawings

Drawings listed (and attached at Appendix 2)

AMI/E5095/301 D - Phase 2 Section 38 Highway Works

Drawings listed but not attached

FC2789/01 A Existing Drainage Layout Sheet 1 of 4

FC2789/02 B Existing Drainage Layout Sheet 2 of 4

FC2789/03 B Existing Drainage Layout Sheet 3 of 4

FC2789/04 B Existing Drainage Layout Sheet 4 of 4

FC2789/15 K Sec 104/116/185 Diversion/Abandonment & New SWS & FWS
Agreement Drawing Sh1

FC2789/16 L Sec 104/116/185 Diversion/Abandonment & New SWS & FWS
Agreement Drawing Sh1

FC2789/17 H Sec 104/116/185 Diversion/Abandonment & New FWS Longitudinal
Sections

FC2789/18 H Sec 104/116/185 Diversion/Abandonment & New SWS Longitudinal
Sections

FC2789/25 B Proposed Highway Roads 1-3 Longitudinal Sections

FC2789/28 H Phase 1 Section 278/38 Highway Works

FC2789/29 G Highway Details

FC2789/30 C Adopted Drainage Details Sheet 1 of 2

FC2789/31 C Adopted Drainage Details Sheet 2 of 2

AMI/E/5095/341 A Highways Setting Out Layout

AMI/E/5095/351 E External Works Layout Sheet 1

AMI/E/5095/352 G External Works Layout Sheet 2

AMI/E/5095/501 E External Levels Layout Sheet 1

AMI/E/5095/502 F External Levels Layout Sheet 2

Schedule 4 – Commuted Sums

Asset Element	From the date of the completion of the Agreement to the date of the Part 1 Certificate		Unit / Basis for Calculation	Notes
	0 to 2 Years	>2		
	Unit Cost A	Unit Cost B		
Carriageway Surfacing				
Stone Mastic Asphalt	£36.05	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
High Friction Surfaces (HFS)	£284.40	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements
Pigmented Asphalt	£288.50	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Block Paving	£198.18	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)	£59.98	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements
Asphaltic Concrete	£73.34	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements (extra over cost)
Overrun Areas (modular)	£470.21	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Carriageway Ancillaries				
Kerbs (conservation / countryside)	£16.67	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Kerbs (natural stone)	£30.55	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Safety Kerbs	£119.42	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Road Studs (all other types)	£122.70	Unit Cost A + interest adjustment for inflation*	Item	10 replacements
Footways and Cycleways				
Block Paving	£153.75	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Modular Paving (Flags)	£203.01	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)

Modular Paving (Flags) Natural Stone	£659.82	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Pigmented Asphalt Cycleways	£192.34	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Pigmented Asphalt Footways	£192.34	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Resin Bonded Gravel	£478.90	Unit Cost A + interest adjustment for inflation*	per m ²	4 replacements (extra over cost)
Fences and Barriers				
Pedestrian Guard Rail	£488.80	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Boundary Fencing (post and rail)	£233.29	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Birdlip Fencing	£114.82	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Acoustic Barrier	£376.33	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Vehicle Restraint System - Barrier	£280.64	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Vehicle Restraint System - Terminal	£3,037.33	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Retaining wall <1.5m	£2,595.88	Unit Cost A + interest adjustment for inflation*	m ²	1 replacement
Street Lighting				
Architectural / Non Standard <6m	£7,491.37	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Architectural / Non Standard >6m	£8,524.30	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Wall Mounted Lighting	£6,263.42	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Subway / Bridge lighting	£2,405.81	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Private Cable Network	£164.88	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Street Furniture				
Bus Shelters (passenger information)	£47,990.64	Unit Cost A + interest adjustment for inflation*	Item	2 replacements

Bus Shelters (unlit)	£9,606.67	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bus Stops (poles and flags)	£3,027.22	Unit Cost A + interest adjustment for inflation*	Item	5 replacements
Cycle Racks	£977.60	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Seating and Benches	£5,480.85	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Bollards (wooden)	£2,310.67	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (plastic socketed)	£2,806.40	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (concrete)	£1,708.00	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bollard (removable)	£2,237.35	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollard (foldable)	£2,472.66	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Solar Bollard	£3,683.73	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Verges and Landscaped Areas				
Grass Verges (>2m width)	£34.14	Unit Cost A + interest adjustment for inflation*	m ²	4 cuts per year (applied to area over 2m standard width only)
Trees	£649.96	Unit Cost A + interest adjustment for inflation*	Item	Routine maintenance
Hedges	£208.48	Unit Cost A + interest adjustment for inflation*	Linear m	1 cut per year
Shrubs	£77.42	Unit Cost A + interest adjustment for inflation*	m ²	1 cut per year
Traffic and Pedestrian Management				
Illuminated Traffic Signs <=4m ²	£5,671.58	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Illuminated Traffic Signs >4m ²	£7,585.33	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Zebra Crossing	£9,717.22	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Controlled Crossing (Toucan, Puffin) Single carriageway	£103,070.71	Unit Cost A + interest adjustment for inflation*	Item	3 replacements

Controlled Crossing (Toucan, Puffin) Dual carriageway	£182,986.85	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - T Junction	£259,272.76	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - Cross roads	£342,542.63	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - Roundabout Per Arm	£172,082.42	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Over Height Warning Signs (OHWS)	£112,510.10	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
CCTV	£42,263.63	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Heritage Pedestrian Signs	£1,110.89	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traditional Cast Iron Finger Posts	£1,666.34	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traffic Calming Humps / Raised Tables (bituminous)	£266.61	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Traffic Calming Cushions	£26,188.56	Unit Cost A + interest adjustment for inflation*	Item	6 replacements
Variable Messaging Signs (VMS)	£104,915.89	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Calming Humps / Raised Tables (block paved)	£733.19	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Drainage				
Pipes (=>375mm)	£128.63	Unit Cost A + interest adjustment for inflation*	Liner m	Replacement - 50% of total (extra over cost) and cleansing
Grills & Screens	£239.40	Unit Cost A + interest adjustment for inflation*	Item	Cyclic maintenance
Petrol Interceptors (<=8m3)	£39,978.49	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Petrol Interceptors (>8m3)	£74,202.45	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Soakaways (<=5m3)	£6,528.43	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement

Soakaways (>5m3)	£11,847.40	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Swales	£81.61	Unit Cost A + interest adjustment for inflation*	m ²	Routine maintenance
Storage Chamber / Tank	£3,138.91	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing and 1 replacement
Highway Ponds (infiltration)	£563.93	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Highway Ponds (non-Infiltration)	£1,083.77	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Vortex Flow Control	£14,716.74	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Weir Kerbs	£614.71	Unit Cost A + interest adjustment for inflation*	Item	Replacement (50% of total) and cyclic cleansing
Filter Drains	£580.56	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic Cleansing and 2 replacements
Fin or Narrow Filter Drains	£444.36	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Permeable Paving	£421.41	Unit Cost A + interest adjustment for inflation*	m ²	2 replacements
Headwall (bagwork)	£1,388.62	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Channel Drains	£291.98	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic cleansing and 1 replacement
Pumps and Pumping Stations	£109,787.64	Unit Cost A + interest adjustment for inflation*	Item	Servicing and 10 replacements
Combined Drainage Kerbs	£325.64	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 Part 1 Certificate

- 1.2 If the Part 1 Certificate is issued within 2 years of the date of this Agreement then unit cost A will be payable for any applicable items within the schedule
- 1.3 If the Part 1 Certificate is issued after 2 years of the date of this Agreement then unit cost B will be payable for any applicable items within the schedule.
- 1.4 Unit cost B allows an annual compound interest rate to be applied to unit cost A to make an allowance for inflation and will only be applicable in the instance that issue of the Part 1 Certificate 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 (OPI) for All Construction and the Developer's election is set out in clause 14.1
- 1.6 If the interest rate used to calculate unit cost B is to be fixed, an interest rate of 4% calculated on a compound annual basis shall be applied to unit cost 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 unit cost B is to be based on the Construction Output Price Indices (OPI) for All Construction, an average OPI rate for each financial year will be calculated by the County Council based on the Construction Output Price Indices for All Construction indices published by the Office for National Statistics. The interest rate calculated for each financial year will be applied to unit cost 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 OPI rate for each financial Construction Output Price Indices (OPI) for All Construction for any given financial year is negative (i.e. shrinks) no interest will be applicable and the unit cost will revert back to unit cost A
- 1.9 To calculate unit cost B (interest charged after 2 years) the County Council will use the following formula:
- 1.9.1 the Base Date Index (B) is the index at the base date.
- 1.9.2 the Latest Index (L) is the index at the anniversary of the base date.

- 1.9.3 the Price Adjustment Factor is $(L - B)/B$ for the index linked to it.
- 1.9.4 the index used to calculate the Price Adjustment Factor is the Construction Output Price Indices for All Construction (OPI) published by The Office of National Statistics
- 1.9.5 the Base Date for indices is January (the final index figures for this month shall be used).

Appendix 1 – Location Plan

39/0007

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This drawing is issued in accordance with the current standards and legislation agreed for this project.
This drawing is to be read in conjunction with all relevant architects, structural, mechanical & electrical engineers and specialists.
Dimensions or details between the various drawings shall be taken from the latest issue.
All measurements and all levels are in meters.
This drawing is for construction. If in doubt ASK.

north



TCP/2026.71



Authorised
Signatory



Authorised
Signatory



Rev	Date	Description	Rev By	Ckd By
A	09-11-23	First issue	SS	EG



The people
orientated
placemakers.



Client
Project
31 Homes at -
Woodcroft Copse,
Woodcroft Lane,
Waterlooville.

Drawing Title
OS Map

Drawing Status PRELIMINARY ISSUE	Scale 1:500 @ A1
Document Ref. 1303-KSA-XX-XX-DR-A-100	Revision A
RIBA #	Drawn By SS
KSA Architects Ltd, Concept House 35 Kingston Crescent, North End Portsmouth, Hampshire, PO2 8AA Chartered Practice	Phone: 023 9267 3618 Email: info@ksaltd.co.uk Web: www.ksaltd.co.uk

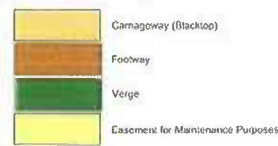


Appendix 2 – Works in Principle Plan

NOTES

1. Section 38 Agreement Plan (1:500)
2. No works shall commence until the proposed highway has been approved by the Highway Inspector.
3. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
4. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
5. All work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
6. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
7. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
8. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
9. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
10. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
11. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
12. No work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
13. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
14. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
15. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
16. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
17. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
18. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
19. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
20. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
21. Any work shall be carried out in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.
22. The proposed highway layout shall be in accordance with the proposed highway layout and the Traffic Management Scheme as shown in the drawing.

Section 38 Works



PRELIMINARY

Subject to the approval of:
LPA - HCC
HA - HCCMA

Subject to confirmation of:
CBR Value

Design Value = 2.5%
Testing to be undertaken during the first week of construction on site to establish equilibrium CBR values, and results to be agreed with HCC Highways Inspector.

Contractor's attention is drawn to the following documentation:

- HCC Companion Guide to Manual for Streets (Adopted April 2010)
<http://documents.hants.gov.uk/transport/development/standards/details>
- HCC Construction Standard Details
<https://www.hants.gov.uk/transport/development/standards/details>
- HCC Section 278 Technical Submission Requirements July 2016
<http://documents.hants.gov.uk/Section278TechnicalSubmissionRequirements.pdf>
- HCC Guidance notes Section 38 - Draft
<http://documents.hants.gov.uk/transport/development/standards/details>
- HCC Guidance notes HCC Series 10 Standard Detail Drawings
<https://www.hants.gov.uk/transport/development/standards/details>



Proposed Visibility Splay Line

Proposed New Highway Lighting Column

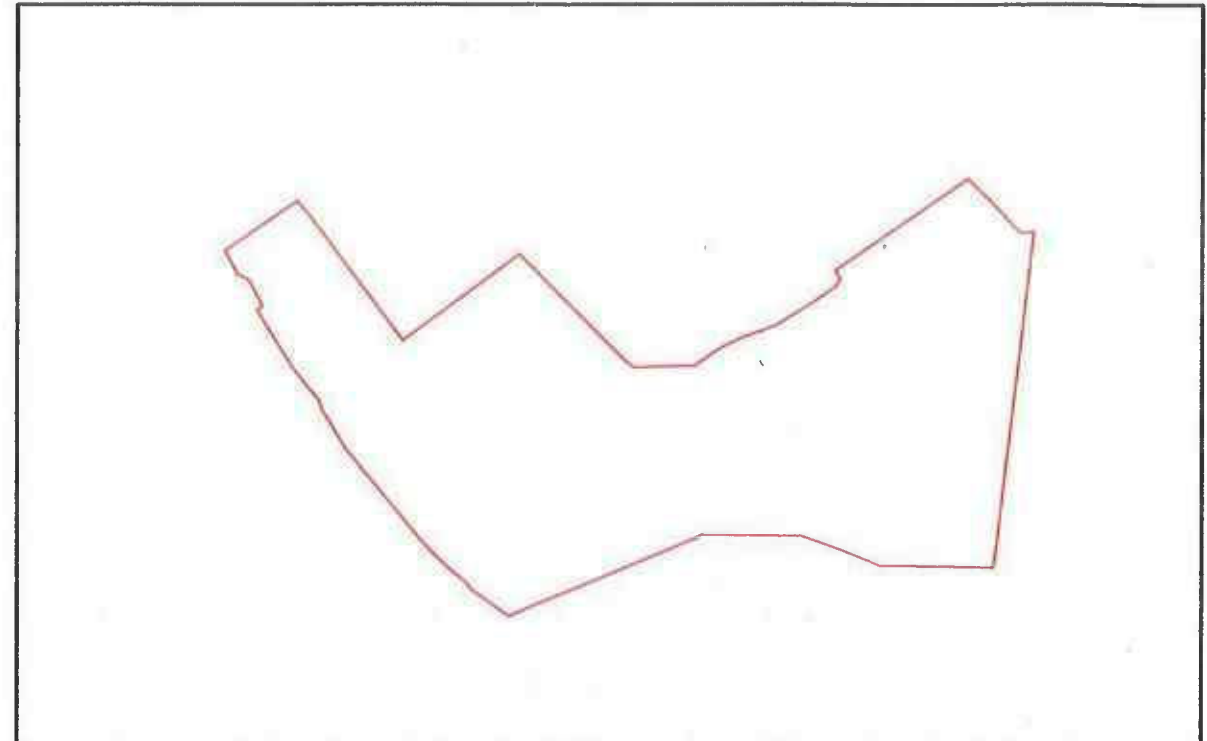
Existing Highway Lighting Column Retained

Existing FWS (to be retained)

Existing SWS (to be retained)

New FWS/FWD

New SWS/SWD



Section 38 Agreement Plan (1:1250)

SCALE BAR 1:1250 at A1

TAPL 2026.71

Authorised Signatory

Authorised Signatory

Rev	Date	Details	By	Chkd	Appd
D	20.10.25	Works extents adjusted to keep within LR TN SH50595	RB	RU	RB
C	12.09.24	Update plot 13 and plot 39 retaining amendments	JS	TRS	TRS
B	22.08.24	Power Drive footway link hand adjusted to suit latest layout	JAE	TRS	TRS
A	19.08.24	Updated to HCC comments	TRS	TRS	TRS

Client:



Site: WOODCROFT LANE
WATERLOOVILLE
HAMPSHIRE, PO89QD

Drawing Title: PHASE 2
SECTION 38
HIGHWAY WORKS

Date: February 2024
Drawn: JAE
Checked: NW
Approved: TRS

Scales: Varies

Drawing No. AMI/E5095/301 D

FOR APPROVAL



Any proposed works within Root Protection Areas are subject to supervision and approval by the Arboriculturist.

Section 38 Agreement Plan (1:500)

