

Standard Form Minor Works Agreement No: 326

PSI No: 3505.



Issued By: Implementation Team, Planning Services, Highways, Transport
And Planning Directorate

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27 FEB 2020

**STANDARD FORM MINOR WORKS AGREEMENT TO CARRY OUT
MINOR WORKS IN THE PUBLIC HIGHWAY**

WEST SUSSEX COUNTY COUNCIL (the "County Council") in consideration of its powers under sections 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000, section 278 of the Highways Act 1980, Part 3 of the New Roads and Street Works Act 1991, the Traffic Management Act 2004 and all other enabling powers does hereby agree to enter into a standard form minor works agreement to carry out minor works in the public highway with:

Applicant Name and position: **Emma Jones
Architect.**

Company Name: **Creyfern Homes Ltd.**

Company Address: **14 St Johns Road
Hedge End
Southampton
Hampshire
SO30 4AB.**

Contractor Name: **BCT Services (South) Ltd.**

Contractor Address: **Segensworth Business Centre
Unit D3
Segensworth Road
Fareham
Hampshire
PO15 5RQ.**

Telephone (day/office): **Mr Whitehead**

Telephone (out of hours): **Mr Whitehead**

Hereon known as the "Applicant" in connection with minor works on the public highway at:
Alteration to Existing Access at Cinders Lane, Yapton, West Sussex

In accordance with Drawing Nos: **125.5603.102D** subject to the attached conditions.

[REDACTED] being the estimated cost of the highway works has been paid
and will be refunded in accordance with Condition 24.

This Standard Form Minor Works Agreement is valid from the date hereof to **31st March 2020 or an alternative date to be agreed** with the construction being completed within **2 weeks** from the date of commencement.

No works shall commence until road space booking has been obtained from WSCC.

No works shall commence until traffic management proposals have been submitted to and approved by WSCC.

The applicant shall ensure that the WSCC Highway Inspector is given a minimum **7 days notice** of the intention to commence the works licensed herein: The inspector may at his discretion allow commencement within a shorter timescale.

The Highway Inspector's contact details are: **Chris Redman** 

Dated

20th February

2020

Conditions of Standard Form Minor Works Agreement (made under S278 of the Highways Act 1980):

1. The Applicant shall not carry out any works in the highway except in accordance with the drawing submitted and approved by the Highway Authority. The works shall be carried out by a contractor approved by and under the supervision of the County Council. For the purposes of carrying out the works, the contractor shall comply with Codes of Practice for Training issued under the New Roads and Street Works Act 1991. Specifically, the contractors' supervisor will be trained and accredited to the requirements of the Codes of Practice. All contractors working on the Highway shall be in possession of valid Streetworks Qualification Register cards with the relevant Operative or Supervisor qualifications for the works being carried out. A qualified Supervisor shall be present on site whilst the works are taking place.
2. The applicant shall ensure that the WSCC Highway Inspector is given 14 days notice of the intention to commence the works authorised herein: The inspector may at his/her discretion allow commencement within a shorter timescale.
3. The applicant shall indemnify the Council in respect of any actions charges claims costs damages demands expenses or proceedings (including claims relating to the infringement or disturbance or destruction of any right easement or privilege) arising out of or in connection with or incidental to the carrying out of the works and their subsequent use other than those arising out of or in consequence of any act or default of the Council
4. The applicant shall have the Council's interest endorsed on an existing policy of insurance to cover the indemnity in condition 3 and the certificate of insurance shall be produced to the Highway Inspector prior to the commencement of the works
5. The policy referred to in condition 4 shall have a minimum third party public liability cover of £10m and the applicant will maintain the cover until the issue of the Final Certificate and on notice from the Highway Inspector the applicant shall increase the cover to such additional amount of cover as specified in the notice
6. The applicant shall indemnify the Council in respect of claims for compensation under Section 10 of the Compulsory Purchase Act 1965 and claims under Parts I and II of the Land Compensation Act 1973 arising out of or in connection with or incidental to the carrying out of the Works and their subsequent use other than those arising out of or in consequence of any act or default of the Council and such indemnification includes compensation payments under Part I of the Land Compensation Act 1973 and all fees reasonably incurred by claimants and those of the Council or its agent or contractor in negotiating any claims (together with Value Added Tax payable upon the claimants' professional advisors' fees) and statutory interest payments to claimants and their professional advisors together

with the Council's reasonable legal costs in making such payments of compensation fees and interest.

7. The Applicant shall regulate the works so as to minimise obstruction to vehicular and pedestrian traffic and shall sign and guard the works in accordance with Chapter 8 of the Traffic Signs Manual 2006. The works area shall be maintained clean and tidy throughout the duration of the works. See also condition 15.
8. The Applicant shall not interfere with any drain, culvert, gully, bridge, wall or other structure without the specific consent of the County Council.
9. Except in accordance with this licence, no part of the highway will be closed AT ANY TIME without the prior consent of the County Council.
10. The entering into this standard form minor works agreement to carry out minor works in the highway does not authorise the Applicant to interfere with apparatus already existing in the highway. Access must be maintained to any apparatus within the highway at all times.
11. Once issued this Minor Works Agreement shall be valid from the date hereof to **31 March 2020 or an alternative date to be agreed.**
12. The Applicant shall carry out and complete the works as agent for the County Council but at the Applicants own expense in a good and workmanlike manner and with proper materials in accordance in all respects with the drawings and with the notes shown on the drawing(s) and to the satisfaction of the County Council Highway Inspector within the time periods specified within this agreement. The time period for completion of the works may only be extended with the written permission of the County Council Highway Inspector.
13. Any works necessary by the County Council as a result of the failure of the Applicant to comply with the conditions of this standard form minor works agreement shall be chargeable to the Applicant. Initially the County Council will use the cash deposit however if the cost of any necessary works to reinstate the highway exceeds the cash deposit the County Council will serve a notice on the Applicant requiring payment of an excess costs incurred by the County Council.
14. In the event of the works being cancelled after the application form has been submitted the administration fee will be charged to the applicant to cover administrative costs.
15. The works shall be to the satisfaction of the County Council's Highway Inspector.
16. Once the works are complete the area shall be left in a clean and tidy condition to the satisfaction of the County Council.
17. Within two (2) days of completion of the works the Applicant shall give written notice to the County Council. This shall be done by way of the 'Completion Notice' provided by the County Council.
18. The Applicant's contractor shall during the carrying out of the works give to the Highway Inspector and any other officer of the County Council access to every part

of the land for the purpose of inspecting the works and all materials used or intended to be used for the purpose of the works.

19. Upon receipt of the Completion Notice by the County Council and upon a satisfactory inspection of the temporary access works and completion of the Stage 3 Safety Audit; if required and any remedial works to their satisfaction the Highway Inspector shall issue his Completion Certificate (the "Completion Certificate"); and from that date a maintenance period of 12 months ("Maintenance Period") shall run until the Final Certificate is issued (and for clarify the Maintenance Period shall keep on extending until such date as the Final Certificate is issued in accordance with clause 23 of this agreement).
20. The date and time when the County Council will resume responsibility for maintenance of the works will be after the Final Certificate is issued. Until the County Council resumes responsibility for maintenance of the works, the Applicant shall be responsible for any necessary maintenance works and associated costs. Necessary works shall be determined by the County Council.
21. The Applicant's contractor & his employees shall comply with the Health and Safety at Work etc Act 1974 and all other current relevant legislation approved codes of practice British-European Harmonised Standards and relevant industry best guidance applicable to the safe undertaking of the works. The protection of the general public is to be given paramount importance by the contractor & his employees and the particular attention of the contractor is drawn to the following non-exhaustive list of legislation most applicable to highway works and with which the contractor & his employees is to comply as a condition of this standard form minor works agreement:
 - Chapter 8 - Traffic Signs Manual 2009.
 - The New Roads and Street Works Act 1991 and Approved Code of Practice - Safety at Street Works and Road Works (2013)
 - The Construction (Design and Management) Regulations (the "CDM")
 - Traffic Signs and General Directions Regulations 2016
 - The Lifting Operations and Lifting Equipment Regulations 1998
 - Provision and Use of Work Equipment Regulations 1998
 - The Management of Health and Safety at Work Regulations 1999
 - The Control of Substances Hazardous to Health Regulations 2002
 - The Control of Substances Hazardous to Health (Amendments) Regulations 2004
22. The Applicant agrees to pay to the County Council within fourteen (14) days of a written request the County Council's costs in respect of the approval of the design and installation of street lighting or illuminated equipment by our PFI provider or their appointed contractor
23. Prior to the expiration of the Maintenance Period the Applicant shall without delay and at its own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the Maintenance

Period (including any defect in or damage to the road surface water system) of which it has been notified in writing by the Highway Inspector so that the works comply with the specification and then provided that:

- (a) the Applicant has paid to the County Council all amounts due to the County Council under this standard form minor works agreement; and
- (b) any necessary reinstatement or other works (including the Stage 3 Safety Audit remedial works if any) have been completed to the satisfaction of the Highway Inspector; and
- (c) the Applicant has delivered to the Highway Inspector drawings showing the works as constructed and an electronic plan showing the layout of the Road;
- (d) the Applicant has implemented the Traffic Regulation Order works to the satisfaction of the Highway Inspector following completion of the TRO process;

The Highway Inspector shall issue his Final Certificate relating to works upon written request by the Applicant, and shall release the deposit in accordance with this standard form minor works agreement

24. A cash deposit of £13,000 being the estimated cost of the works will be required to be paid by the applicant prior to the signing of this standard form minor works agreement and will be released to the applicant on the following terms;

- (a) 50% being **£6,500** on issue of the Completion Certificate
- (b) 50% being **£6,500** on the issue of the Final Certificate

Notes:

1. The 'highway' includes carriageway, footway and any verge.

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



EXECUTED as a DEED on behalf of:

Crayfern Homes Limited

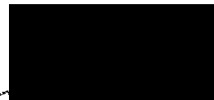
acting by a director

In the presence



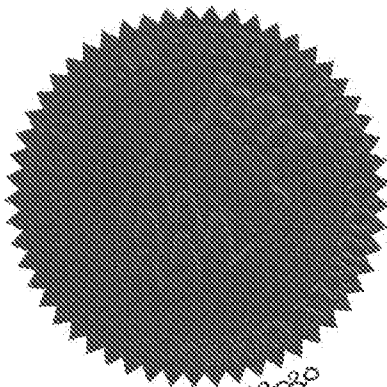
Director

Witness signature:



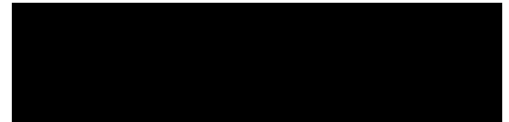
Witness name: *EMMA JONES*

Witness address: *CRAYFERN HOMES
14 ST. JOHNS ROAD
HEDGE END, SO30 4AB*



26450112020

**THE COMMON SEAL OF WEST SUSSEX
COUNTY COUNCIL** was hereunto affixed in
the presence of



Dated

20th February

2020

Standard Form Minor Works Agreement No: **326**

PSI/3505.