DATED XX XXXXXXXXXX 20XX

PETERBOROUGH CITY COUNCIL

- and -

[DEVELOPER]

AGREEMENT

under Section 278 of the Highways Act 1980
and Section 111 of the Local Government Act 1972
relating to highway works at [description]
in the City of Peterborough
THIS AGREEMENT is made this X day of X month 20XX, between [INSET COMPANY NAME] whose registered office is situated at [INSET ADDRESS] (“the Developer”) of the one part and PETERBOROUGH COUNTY COUNCIL of Town Hall Bridge Street Peterborough PE1 1HG (“the Council”) of the other part

WHEREAS

(1) The Developer is desirous of developing land situate at [insert description/ address] and adjoining [insert description of road i.e. A15, or High Street, Stanground] (“the Land”) and wishes to carry out highways works to [insert description of works] (“the Works”) in accordance with the Approved Drawings (listed below), the current Peterborough City Council Estate Road Construction Specification (“the Specification”) and the Specification for Highway Works (Volume 1 of the Manual of Contract Documents for Highway Works published by HMSO). Plan 1 and Plan 2 is annexed hereto.

Approved Drawing Schedule

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<tr>
<th>Plan Number</th>
<th>Plan Title</th>
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<tr>
<td>[ X ]</td>
<td>[ Location Plan (Plan 1) ]</td>
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<td>[ X ]</td>
<td>[ Section 278 Works (Plan 2) ]</td>
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(2) The Council is the local highway authority for the City of Peterborough and has authorised the execution of the Works which shall serve the adjoining development on the Land in accordance with the terms and conditions set out below
OPERATIVE PROVISIONS

1. This Agreement is made pursuant to Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 and all other enabling powers

2. The contractor that is to carry out the Works must, not later than 10 days prior to commencement of the Works provide the Highway Authority with evidence that they carry public liability insurance to cover against losses and claims for injuries or damage to persons arising out of or in consequence of the Works such cover shall be not less than £5,000,000 for any one instance, number of instances unlimited, and have at least one supervisor and one operative (carrying out the said works) having obtained a Certificate from the City & Guilds of London Institute covering Schedules 1 and 2 in accordance with Street Works Regulations 1992 (coloured copies of the above accreditation to be submitted before works commence

3. The Developer hereby covenants and agrees to carry out the Works fully in accordance with the approved plans and drawings and Specification and the terms and conditions set out below

4. The Developer shall pay to the Council before the date of this Agreement;
   [a]. an Agreement Fee in the sum of [INSERT] POUNDS and [INSERT] PENCE (£x.xxx.xx)
   [b]. a security deposit in the sum of [INSERT] POUNDS and [INSERT] PENCE (£x.xxx.xx) by way of guarantee of its performance of its obligations under this Agreement

5. In the event that the Developer shall default or delay in the execution of its obligation to carry out complete and or maintain the Works or any part thereof (as the case may be) in accordance with the terms of this agreement then the Council may itself carry out or arrange for the Works to be carried out completed and or maintained and shall use such of the security deposit as is reasonably and properly necessary to carrying out, complete and/or maintain the Works or part thereof (as the case may be)
6. After the Council has confirmed in writing that the Works have been carried out to the satisfaction of the Council the Council shall continue to hold the security deposit for a maintenance period of not less than twelve calendar months against any defective workmanship or similar maintenance required to the Works during that period no interest will be paid on the security deposit as held by the Council.

7. Upon expiration of the twelve month maintenance period it will be the responsibility of the Developer to contact the Council to request a final inspection of the Works and release to the Developer of the security deposit. The final inspection of the Works will not be undertaken more than 21 days prior to the end of the twelve month maintenance period.

8. On practical completion of the Highway Works the Developer shall provide to the Engineer (i) a plan showing the land over which the Highway Works have been constructed and (ii) a complete set of as-built drawings for the whole of the Highway Works showing (inter alia) undertakers' plant and equipment such drawings to be to such scale or scales as the Engineer may reasonably require for the purpose of subsequent maintenance and further works.

9. After the Developer has completed to the full satisfaction of the Council any and all remedial works required by the Council to the Works the security deposit less any and all reasonably accrued costs properly due to the Council in respect of the Works shall be released to the Developer.

10. The Developer agrees to fully and completely release and indemnify and keep indemnified the Council from and against all valid and enforceable actions suits claims charges costs expenses damages and demands and any other proper and enforceable liabilities whatsoever arising out of or in connection with the existence and implementation of this Agreement and the construction completion and maintenance of the Works and each and every part thereof.

11. After the Council has inspected and approved the Works and after any defects identified by the Council have been remedied reinstated and otherwise made good to the satisfaction of the Council the Council will give
written notification to the Developer that the works have been completed to the Council’s satisfaction and from the date of that notification the Works shall in all respects be maintained by and at the cost of the Council

Signed on the date given above

Signature of Developer: .................................................

Name (in block capitals): [ NAME ]

Company Name (in block capitals): [ COMPANY ]

Address: ........................................................................
........................................................................
........................................................................

Witnessed in the presence of (in block capitals): [ NAME ]

Signature of Witness: .................................................

Address: ........................................................................
........................................................................
........................................................................

Signed for and on behalf of PETERBOROUGH COUNTY COUNCIL

By Authorised signatory ................................................. [ NAME ]