

**LINCOLNSHIRE COUNTY COUNCIL**

**S278 MINOR HIGHWAY WORKS AGREEMENT**

[PURSUANT TO THE HIGHWAYS ACT 1980]

1. Date:
2. Developer and/or Landowner: Pinder Properties Ltd, Bank House, Hoffleet Stow, Bicker
3. Location of Works: Kirton Holme Road, Kirton End
4. Detailed Description of the Works: Construction of vehicle access and footway with tactile crossing.
5. This agreement is intended to create legal relations between Lincolnshire County Council and the Developer and is subject to Law of England and Wales.
6. Lincolnshire County Council ["the County Council"] as highway authority has the exclusive right to carry out Works within the public highway in the County of Lincolnshire.
7. The County Council has agreed the Developer, Landowner, or its agent or approved contractor to complete the Works in accordance with the agreed drawings subject to the requirements of the County Council.

It is confirmed that:

8. The technical submission (detailed plans, drawings, specification for the works, construction contract etc) have been accepted on behalf of the County Council as being suitable for the works to be implemented on site, a list of the approved drawings are included in the table below and are included on the technical approval email.

SW23-320-120B - Frontage Highway Works	SW23-320-121A - Frontage Highway Works Sections & Details
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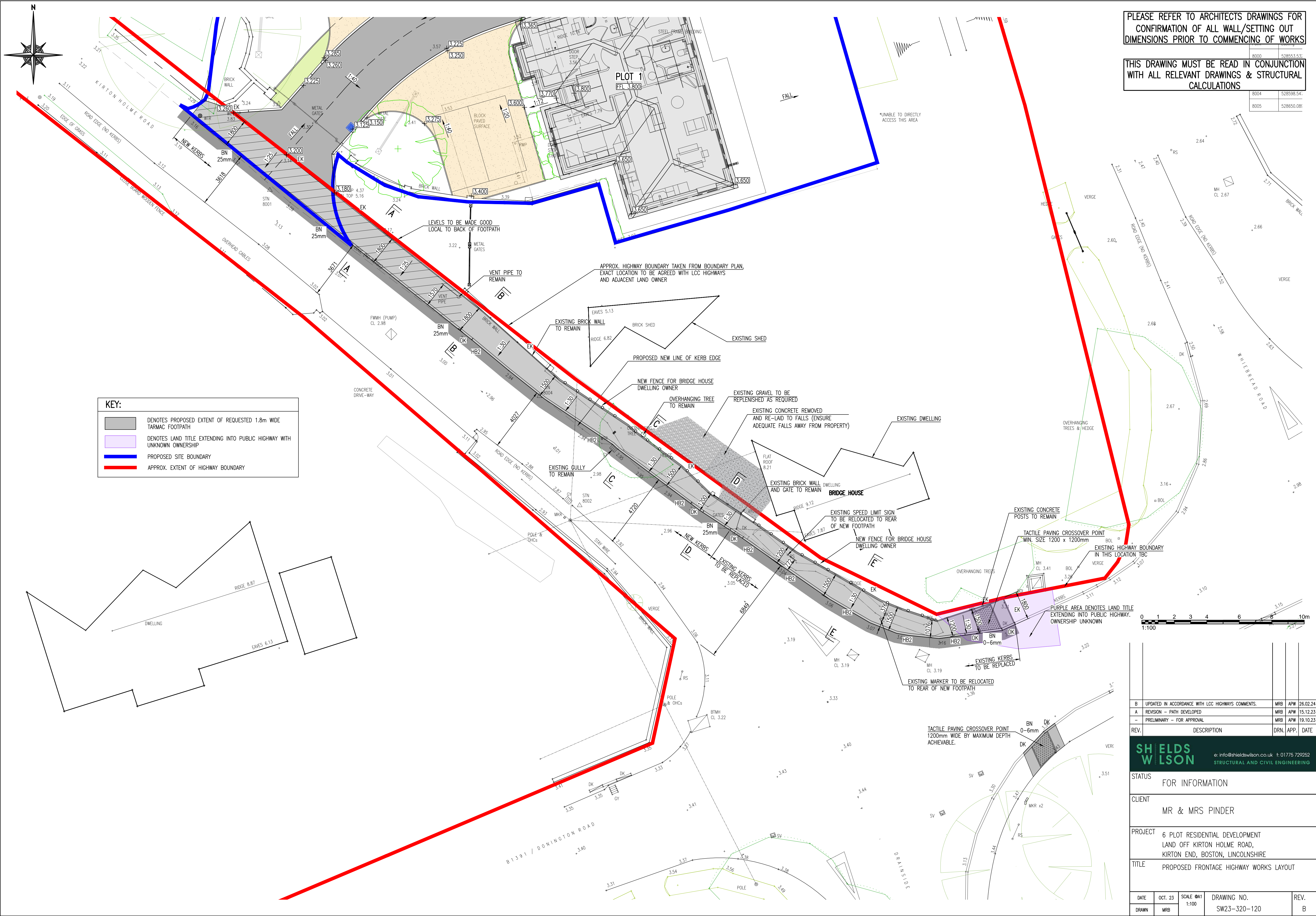
9. The Developer, Landowner, its agent, or approved contractor shall enter onto or over or under land that is public highway in so far as is necessary for the purposes of carrying out the Works and the County Council shall commence inspection and any testing in accordance with a programme to be agreed in writing with the County Council.
10. This agreement is non-assignable without the express permission of the County Council.
11. This agreement is valid for a maximum period of 12 months from the date of its issue by Lincolnshire County Council and may be extended by agreement with the County Council by attaching an exchange of letters to this agreement.

12. Any land to be dedicated will be subject to a separate dedication agreement.
13. The Minor Works Agreement shall be signed on behalf of the Developer or Landowner and completed by Lincolnshire County Council before any work is permitted to commence within the highway.

### **S278 MINOR HIGHWAY WORKS AGREEMENT**

<b>Signed for and on behalf of the Developer, Landowner:</b>	
<b>Print Name</b>	<b>Address</b>
<b>Signature</b>	<b>Date</b>
<b>Signed for and on behalf of the County Council:</b>	
<b>Print Name</b>	<b>Address</b>
<b>Signature</b>	<b>Date</b>





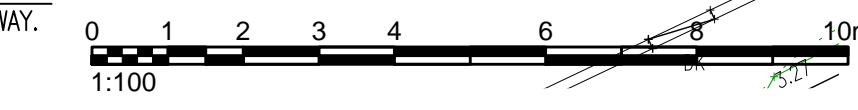
PLEASE REFER TO ARCHITECTS DRAWINGS FOR  
CONFIRMATION OF ALL WALL/SETTING OUT  
DIMENSIONS PRIOR TO COMMENCING OF WORKS

THIS DRAWING MUST BE READ IN CONJUNCTION  
WITH ALL RELEVANT DRAWINGS & STRUCTURAL  
CALCULATIONS

8000	528563.53
8004	528598.54
8005	528650.08

KEY:

- DENOTES PROPOSED EXTENT OF REQUESTED 1.8m WIDE TARMAC FOOTPATH
- DENOTES LAND TITLE EXTENDING INTO PUBLIC HIGHWAY WITH UNKNOWN OWNERSHIP
- PROPOSED SITE BOUNDARY
- APPROX. EXTENT OF HIGHWAY BOUNDARY



REV.	DESCRIPTION	DRN.	APP.	DATE
B	UPDATED IN ACCORDANCE WITH LCC HIGHWAYS COMMENTS.	MRB	APW	26.02.24
A	REVISION - PATH DEVELOPED	MRB	APW	15.12.23
-	PRELIMINARY - FOR APPROVAL	MRB	APW	19.10.23

**SHIELDS WILSON**  
e: info@shieldswilson.co.uk t: 01775 729252  
STRUCTURAL AND CIVIL ENGINEERING

STATUS		FOR INFORMATION			
CLIENT		MR & MRS PINDER			
PROJECT		6 PLOT RESIDENTIAL DEVELOPMENT LAND OFF KIRTON HOLME ROAD, KIRTON END, BOSTON, LINCOLNSHIRE			
TITLE		PROPOSED FRONTAGE HIGHWAY WORKS LAYOUT			
DATE	OCT. 23	SCALE: 1/4"=1'-0"	DRAWING NO.	REV.	
DRAWN	MRB		SW23-320-120	B	



# **LINCOLNSHIRE COUNTY COUNCIL TERMS AND CONDITIONS MINOR HIGHWAY WORKS AGREEMENT**

Issue 5 – October 2023

## **1.0 INTERPRETATION, DEFINITIONS ETC**

1.1 The "County Council" means Lincolnshire County Council, its officers, and authorised agents.

1.2 The "Agreement" means the Minor Highway Works Agreement and any subsequently agreed variations to the "Agreement".

1.3 "In Writing" means any communication sent by post, or by email.

1.4 The "Letter" means any letter and any appendices and/or attachments thereto issued to the Developer, Landowner, its agent, or approved contractor by the County Council (including these Terms and Conditions).

1.5 The "Works" means the Highway Improvement Works as identified within the Letter/email.

1.6 "Terms and Conditions" means this document which is referred to in the Letter/email.

1.7 The "HGD" means the latest version of County Councils Highways Guidance Document.

1.8 The "Dedication Agreement" means the signed Dedication Agreement required for the Works.

## **2.0 MINOR HIGHWAY WORKS AGREEMENT APPLICATION**

2.1 Upon being satisfied that the Minor Highway Works Agreement application is complete Lincolnshire County Council may issue the Minor Highway Works Agreement to the Developer, Landowner, its agent or approved contractor and they shall not commence the Works until the Minor Highway Works Agreement has been issued and received by them.

2.2 The Minor Highway Works Agreement is issued in consideration of the obligations on the part of the Developer, Landowner set out in the Letter/email and these Terms and Conditions

## **3.0 CHARGES**

3.1 An administrative fee of £2,500 or £5000 will be retained by Lincolnshire County Council for the work involved by officers of the County Council in checking the Developer's, Landowner's, technical submission, inspecting and testing of the works prior to the works being acceptable to become maintainable at public expense by the County Council.

3.2 A legal fee of £650 will be retained by the County Council for the work involved in checking the Developer's, Landowner's land title, preparing and sealing the Dedication Agreement and its registration both at HM Land Registry and at the relevant District Council. In addition, for lengthy and /or complex cases my Legal Services Office also reserves the right to charge a reasonable hourly rate, and in both circumstances you/your clients will be invoiced separately for this work.

## **4.0 HEALTH AND SAFETY**

4.1 The design and construction of the works is to comply with all health and safety legislation. Under The Construction (Design and Management) Regulations 2015 (CDM), as you are commissioning the works, you are legally the Client. As the Client you do have the duty to appoint a Principal Designer and a Principal Contractor on any project expected to have more than one contractor on site at any one time.

## **5.0 SPECIFICATION OF WORKS**

5.1 All Works must be designed and constructed in accordance with County Council policy, documents "Design Standards" and HDG.

## **6.0 SAFETY AUDITS**

6.1 The works will be required to comply with the County Council's policy on safety audits, document HDG

## **7.0 INDEMNITIES AND INSURANCE**

7.1 The Developer, Landowner shall indemnify the County Council against all actions, proceedings, claims, costs, and expenses whatsoever brought, instituted, made or incurred against or by the County Council as a result of and during the course of or in consequence of the execution of the works and not caused by the negligent act or omission of the County Council, its employees or agents.

7.2 The Developer, Landowner shall insure himself against the obligations assumed by him under this Agreement hereof in a sum of £10,000,000 at least in respect of any one occurrence and shall, if so required, produce the insurance policy or policies affecting the necessary insurance cover and the receipt of the premium(s) or last premium(s) paid.

## **8.0 INSURANCE AND REFERENCES**

8.1 The Developer, Landowner, or its contractors need to supply evidence of a minimum £10m Public Liability Insurance and Supervisor & Operatives' Street Works Accreditation. The Works may only be carried out by a contractor approved, in writing, by the County Council, if not on the County Council's Standing List of Contractors.

## **9.0 STATUTORY UNDERTAKERS AND THE NEW ROADS AND STREET WORKS ACT 1991**

9.1 The Developer, Landowner, its agent or approved contractor shall serve notices on Statutory Undertakers and Street Works Licence holders (persons other than statutory undertakers to whom the County Council has granted a licence to install private apparatus in the highway) who may have apparatus in the highway, to determine the precise location of electricity, gas, sewerage, water supply, telecommunications and any such other apparatus and to be responsible to the Statutory Undertaker or Street Works Licence holder for any damage incurred.

9.2 The Developer, Landowner, its agent, or approved contractor shall issue the New Roads and Street Works Act notifications to the Statutory Undertakers and Street Works Licence holders prior to commencing the Works. There shall be 1 month's advance notification for Works on a Traffic Sensitive Street and 7 days advance notification for any other Works.

9.3 The Developer, Landowner shall agree and pay for any alteration measures (relocation, protection etc) of plant, equipment, apparatus etc which may be necessary because of the Works.

9.4 The Developer, Landowner shall obtain from the County Council the names and addresses of ALL Statutory Undertakers and Street Works Licence holders who need to be contacted.

## **10.0 TRAFFIC MANAGEMENT ACT**

10.1 Road Space Booking must be made by the Developer, Landowner. This can be done by contacting the County Council. Developer, Landowner, its agent, and approved contractors should note that under the Traffic Management Act 2004, works of a duration of longer than ten days or requiring a Traffic Regulation Order (e.g., for a temporary road closure) must have at least a three-month notification period. For the purposes of the Agreement and the works, you will be considered an 'undertaker' and the works 'street works', under the 2004 Act.

## **11.0 TEMPORARY TRAFFIC MANAGEMENT AND SAFETY MEASURES FOR WORKS WITHIN THE HIGHWAY**

11.1 All details of signing, guarding and traffic management shall be agreed with the County Council's representative in writing before commencement of any works within the highway.

11.2 The Developer, Landowner, its agent, or approved contractor shall meet all necessary conditions with respect to the safe passage of users of the highway, including persons with disabilities. Requirements may include traffic signs, barriers, cones and lamps, supplementary lighting and other measures deemed necessary for traffic management purposes.

11.3 The Developer, Landowner, its agent, or approved contractor shall comply with the provisions of a publication by HMSO under the provisions of the Sections 65 and 124 of the New Roads and Street Works Act 1991 entitled 'Safety at Street Works and Road Works – a code of practice' and Chapter 8 of the Traffic Signs Manual.

## **12.0 INFORMATION BOARDS**

12.1 An information board must be displayed at the Works throughout the duration of the Works giving the name of the company carrying out the Works and a 24-hour contact telephone number which may be contacted in emergencies.

## **13.0 EMERGENCY CONTACT**

13.1 Prior to starting the Works the Developer, Landowner shall provide the County Council with the name, address and telephone number of a person who may be contacted at any time (including out of normal office hours).

## **14.0 PRECAUTIONS IN CARRYING OUT WORKS**

14.1 In carrying out the Works the Developer, Landowner shall take every precaution to avoid damage to, or improper interference with the use of, any roads, streets, canals, rivers, watercourses, sewers, drains, pipes, or cables.

14.2 The Works should be carried out in such a manner as to cause no more prolonged obstruction to traffic than is reasonably necessary.

## **15.0 FACILITIES TO BE AFFORDED TO THE COUNTY COUNCIL AND OTHERS**

15.1 Reasonable facilities shall be afforded to the County Council Statutory Undertakers and Street Works Licence holders for the inspection of the Works as they proceed to ensure that these Terms and Conditions are complied with and requirements for the protection of and access to existing apparatus are being met.

## **16.0 TRAFFIC REGULATION ORDERS**

16.1 If the County Council considers that it is necessary to close a road and/or divert traffic to facilitate the Works a Traffic Regulation Order will be necessary. The Owner must apply to the County Council for this giving a period of six weeks' notice and pay to the County Council ALL the costs of the order.

## **17.0 CERTIFICATION OF SITE PERSONNEL**

17.1 The Owner shall ensure that appropriate personnel certified under Section 67 of the New Roads and Street Works Act 1991 are employed to carry out the Works.

## **18.0 WEATHER CONDITIONS**

18.1 The Works shall not be carried out if in the opinion of the County Council the weather conditions are unsuitable.

## **19.0 WORKING HOURS AND DURATION OF WORKS**

19.1 Unless the County Council specifically authorises or requires otherwise the Works will be carried out within 5 working days of commencement between the hours of 7.30 a.m. and 5.00 p.m. Mondays to Fridays inclusive.

19.2 Restricted and abnormal working hours may be necessary on some roads and specific instructions will be given by the County Council.

## **20.0 STREET FURNITURE**

20.1 The Developer, Landowner shall be responsible for the relocation of any street furniture that the County Council considers it necessary to enable the Works to be carried out.

## **21.0 COMPLETION OF WORKS NOTIFICATION**

21.1 The Developer, Landowner shall notify the County Council of the completion of construction of the Works, or defects correction work within one working day of the Works completion.

## **22.0 GUARANTEE PERIOD**

22.1 Upon receipt of notification of completion of the Works from the Developer, Landowner the County Council will endeavour to inspect the Works within 10 working days and either advise the Developer, Landowner that the works are suitable for the Guarantee Period to commence, which will be after the stage 3 safety audit is carried out and all issues raised therein are resolved to the satisfaction of the County Council. Or the County Council will notify the Developer that defects correction work is required before the Guarantee Period will

commence. The Guarantee Period will be 12 calendar months from notification by the County Council and will generally commence following a satisfactory inspection of the works and an acceptable stage 3 safety audit at the end of the construction period.

### **23.0 UNSATISFACTORY WORK**

23.1 Where in the opinion of the County Council the Works have not been completed to the satisfaction of the County Council the County Council may complete ALL unfinished work, rectify any defects, and recharge the Developer, Landowner the full cost of this work, plus any administration charges.

### **24.0 CERTIFICATION OF COMPLETION**

24.1 When the County Council is satisfied that the works are acceptable to become maintainable at public expense the County Council will notify the Developer, Landowner