

DATED

2012

**LEEDS CITY COUNCIL**

**and**

**(2)**

**AGREEMENT**

under the provisions of Section 278 Highways Act 1980  
relating to (3)

Leeds City Council  
Civic Hall  
LEEDS  
LS1 1UR  
A76/JL

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**BETWEEN:**

(1) \_\_\_\_\_ whose registered office is at \_\_\_\_\_ ("the Developer") and

(2) **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR ("the Council")

**RECITALS**

- (A) The Developer is desirous of carrying out the Development
- (B) The Council is the local highway authority for the purposes of the Highways Act 1980 for the area within which the Highway is situated
- (C) The Council considers that certain Highway Works should be carried out which are indicated in outline on Drawing ( )
- (D) The Developer accepts that the Development necessitates the carrying out of the Highway Works and has agreed to carry them out in accordance with the covenants and the conditions which appear in this Agreement
- (E) The Council is satisfied that the Highway Works to be undertaken pursuant to this agreement are of benefit to the public

**OPERATIVE PROVISIONS**

In pursuance of Section 111 of the Local Government Act 1972 Sections 278 of the Highways Act 1980 and of all other enabling powers **IT IS AGREED AND**

**DECLARED** as follows:

**1 DEFINITIONS**

1.1 In this agreement the following words and expressions shall have the meaning ascribed to them below

**"Agreement Costs"**

means the reasonable and proper legal costs incurred by the Council in connection with the preparation and completion of this agreement and the sum of £[ ] in respect of the reasonable and proper costs of the Council's highway engineer in undertaking such preparatory measures as may be required in order to proceed with this Agreement and the Highways Works contained within

**“Application Site”**

means the land outlined in red on the plan attached

**"Bond"**

means a guarantee bond substantially in the form attached at Schedule 4 to be entered into by the Developer the Guarantor and the Council for the Guarantor to be bound with the Developer to the Council in the Bond Amount for the due performance of the Developer's obligations under this agreement in respect of the Highways Works in accordance with clause 10

**"Bond Amount"**

means a sum of money to be agreed between the Developer and the Council in that such sum shall equal the cost of the Highway Works plus 20 per cent save where an alternative sum is determined by the Officer in accordance with clause 10

**"Certificate of Substantial Completion"**

means a certificate by the Council or the Officer that the Highway Works have been substantially completed which certificate will not be unreasonably withheld or delayed

**"Checking Fee"**

means the reasonable and proper costs incurred by the Council in checking such detailed drawings plans specifications and contract documentation for the Highway Works

**"Development"**

means the development of the Application Site in accordance with a planning permission

**"Final Certificate"**

means the final certificate issued by the Officer under clause 12 in respect of the Highways Works

**"Guarantor"**

means [            ] who shall act as guarantor under the terms of the Bond or such other bank or recognised financial institution which has a registered office in the United Kingdom and which the Developer may substitute

**"Highway Works"**

means the works referred to in clause 2.2.and as set out in Schedule 1 and shown on Drawing (    )

**"Highway Works Documents"**

means copies of all contracts entered into by the Developer with all contractors to procure the completion of the Highway Works together with such other documents that are necessary to fully illustrate the total cost of the Highway Works

**"Implementation Notice"**

means a notice served by the Developer on the Officer stating that the Developer intends to implement the Highway Works

**“Maintenance Period”**

means a period of 12 months following the issue of a Provisional Certificate

**"Management Plan"**

means a method statement detailing the joint arrangements of the Council and the Developer for the carrying out of the Highway Works which shall be in accordance with the provisions set out in Schedule 2

**“Officer”**

Means the Chief Highways Officer of the Council for the time being or such other officer of the Council nominated by him for the purposes of this Agreement

**"Provisional Certificate"**

means a provisional certificate of completion issued by the Officer in relation to the Highway Works and relating thereto in accordance with clause 13

**"Supervision Costs"**

means the reasonable and proper costs incurred by the Council in supervising the Highway Works including reviewing detailed designs and specifications and providing for inspection of the Highway Works

**"Traffic Management"**

means the taking of such action as the Council shall reasonably deem appropriate to ensure that the public highway road network in the

vicinity of the Development is kept as free moving as is practicably and reasonably possible during the carrying out of the Highway Works having particular regard to the duties and responsibilities imposed upon the Council to manage its road network under section 16 of the Traffic Management Act 2004 and its general duty to coordinate street works under section 59 of the New Roads and Street Works Act 1995

- 1.2 References to clauses sub-clauses and Schedules are to the clauses sub-clauses and schedules of this agreement
- 1.3 A reference to any gender includes a reference to include both genders
- 1.4 References to any agreement or document include (subject to all relevant approvals and any other provisions of this agreement concerning amendments to agreements or documents) a reference to that agreement or document as amended, supplemented or substituted
- 1.5 References to the singular meaning where the context so admits includes the plural meaning and vice versa
- 1.6 In the event of any conflict between the terms and conditions and provisions of this Agreement and any document annexed hereto referred to herein the terms and conditions and provisions of this Agreement shall prevail

## **2 DEVELOPER'S COVENANTS**

- 2.1 The Developer covenants with the Council to observe comply and perform its obligations and provisions in this Agreement
- 2.2 The Developer covenants with the Council at the Developer's expense and on the terms set out below to carry out

- 2.2.1 the Highway Works which are set out in Schedule 1 indicated in outline on drawing ( )
- 2.2.2 such other ancillary works as the Officer may reasonably require which may include amongst other things signing lining lighting structural works and drainage
- 2.2.3 any accommodation works
- 2.2.4 works which may as a consequence of any of the above be necessary to accommodate statutory undertakers and telecommunications apparatus and all other equipment under in or over the highway

All of which said works are referred to in this Agreement as the Highway Works

- 2.3 Before any part of the Highway Works are begun the Developer shall serve on the Officer not less than twenty working days' notice of its intention to commence the Highway Works and at the same time submit for approval
  - 2.3.1 such detailed plans drawings and specifications as the Officer may property require
  - 2.3.2 the name and address of the contractor and sub-contractor whom the Developer proposes to employ for carrying out the Highway Works who shall be New Roads and Street Works Act 1991 code of practice accredited
  - 2.3.3 The Management Plan

and the Developer shall not commence any part of the Highway Works until the Officer has notified his approval of all such matters in writing to the Developer

2.4 In undertaking work within the highway the Developer shall comply with the requirements detailed in Schedule 5

### 3 **COUNCIL'S COVENANTS**

The Council covenants with the Developer without prejudice to its statutory duties powers and discretions to co-operate with the Developer to enable the Highway Works to be carried out and completed as expeditiously and economically as possible

### 4 **PAYMENTS**

The Developer shall pay to the Council

4.1 the Agreement Costs upon completion of this Agreement

4.2 prior to the submission of any documentation to the Officer with respect to the Highways Works a sum of money to be agreed between the Council and the Developer such sum to be the first payment of the Checking Fee

4.3 prior to the commencement of the Highway Works the balance of the Checking Fee **PROVIDED THAT** in the event that the sum of money paid to the Council under clause 4.2 exceeds the Checking Fee the Council shall return the balance of the excess to the Developer

4.4 prior to the commencement of the Highway Works a sum of money to be agreed with the Council and the Developer such sum to be the first payment of the Supervision Costs



- 4.5 pay to the Council on the signing of this agreement a sum of money in respect of a commuted sum calculated by reference to the provisions of Schedule 2 hereof for the future maintenance of the Highway Works, the unit rates shown in column 4 of the Third Schedule hereto are the unit rates at the date of this agreement which will be updated annually on the first April in every year by the same percentage increase in the index for such period being the All items Index of the Retail Prices Index plus 0.5% until such time as the commuted sum payment is received by the Council
- 4.6 within 14 days following the issue of the Provisional Certificate for the Highway Works the balance of the Supervision Costs **PROVIDED THAT** in the event that the sum of money paid to the Council under clause 4.4 exceeds the Supervision Costs the Council shall return the balance of the excess to the Developer
- 4.7 within 28 days of a written demand from the Officer the reasonable and proper costs of providing noise insulation in accordance with the Noise Insulation Regulations 1975 (as amended) and the cost of any claims reasonably and properly payable under the Land Compensation Act 1973 which arise as a result of carrying out and in the use of the Highway Works **PROVIDED THAT** any such costs claims fees and expenses which are determined by the Leeds Valuation Office Agency or such other expert valuation body as may be appointed by the Council shall be deemed to be reasonably or properly payable for the purpose of this clause and the provisions of clause 18 shall not apply to such determination

## **5 PRE-HIGHWAY WORKS OBLIGATIONS**

- 5.1 The Developer shall serve an Implementation Notice
- 5.2 The Developer shall procure a contractor or contractors to carry out the Highway Works in accordance with the tender procedure established in the Public Contracts Regulations 2006 (as amended) for a public works contract
- 5.3 The Developer shall prior to the letting of a contract for the Highway Works submit to the Officer for his approval a Stage 2 safety audit for the detailed design which shall have been carried out at the Developers expense in accordance with the Department for Transport Standard HD 19/03 or any more up to date requirement which may reasonably be required and implement any amendments to the Highway Works as the Officer may consider reasonably necessary following the Stage 2 safety audit
- 5.4 The Council and the Developer shall enter into a Bond prior to the letting of a contract for the Highway Works

## **6 VARIATION OF THE HIGHWAY WORKS**

- 6.1 Where the Developer wishes to make a variation to the Highway Work he is required to make a request to the Council to vary any part of the Highway Works and the Developer shall make such a request in writing to the Officer and the Officer shall upon receiving it use his reasonable endeavours to respond to the Developer as soon as is practicable
- 6.2 Where in the reasonable opinion of the Officer it is necessary to undertake a variation of the Highway Works such variation shall be undertaken as if it were part of the Highway Works

## **7 HIGHWAY WORKS AND THE BOND AGREEMENT**

7.1 The Developer shall not commence the Highway Works

7.1.1 until the Officer has notified his approval in writing and subject to clause 10 that (1) the Bond Amount equals the actual cost of the Highway Works plus 20 per cent as evidenced by the Highway Works Documents and (2) the provisions in the Bond as to its release accurately reflect the cost of the Highway Works

7.1.2 until it has provided the Officer with a copy of all the approved Highway Works Documents

7.1.3 until it has received written notification from the Officer that it may commence the Highway Works which for the avoidance of doubt shall not be unreasonably withheld or delayed

## **8 OBLIGATIONS DURING THE CONSTRUCTION PERIOD**

8.1 The Developer and the Council agree to abide by the provisions of the Management Plan

8.2 The Developer covenants with the Council during the period when the Highway Works are under construction that where in the opinion of the Officer it is necessary the Officer may suspend the undertaking of the Highway Works or require the Developer to take such action as the Officer deems appropriate at its own expense

8.3 The Developer shall prior to the issue of the Provisional Certificate pursuant to a contract for the Highway Works carry out a Stage 3 safety audit at its expense in accordance with the Department for

Transport standard HD 19/03 or any more up-to-date requirements which may be necessary and shall submit it to the Officer

8.4 The Developer shall prior to the issue of a Final Certificate for the Highway Works carry out a Stage 4 safety audit at its expense in accordance with the Department for Transport standard HD 19/03 or any more up-to-date requirements which may be necessary and shall submit it to the Officer

8.5 The Developer shall carry out at its expense such reasonable recommendations the Officer may require in respect of the Stage 3 and Stage 4 safety audits

## **9 DEDICATION AND ADOPTION**

9.1 That prior to the commencement of the Highway Works The Developer will dedicate to the Council as public highway such parts of the Development Site that will become part of the highway by reason of the Highway Works the extent of such parts which will become part of the highway being shown by red shading on the Drawing ( )

9.2 The Council hereby covenants with the Developer that on the issue of a Certificate of Substantial Completion of the Highway Works it shall adopt those areas of land referred to in 9.1

## **10 BOND AMOUNT**

The Officer shall:

10.1 Provide his decision to the Developer as to whether the Bond Amount is adequate in writing within ten Working Days of receiving the approved Highway Works Documents and

10.2 Not withhold his approval pursuant to clause 10.1 unless he determines that either (1) the Bond Amount is less than the total cost of the Highway Works plus 20 per cent or (2) the provisions in the Bond as to its release do not accurately reflect the cost of the Highway Works as fully illustrated in the Highway Works Documents

## **11 AUTHORITY**

1.1 The Council hereby authorises the Developer its servants agents and contractors as agent for the Council to enter upon such part of the highway and any other land owned by the Council adjacent to the highway as is reasonably required to enable the carrying out and completion of the Highway Works pursuant to this agreement and do such works to the highway as are necessary in carrying out the terms of this agreement.

## **12 OBLIGATIONS FOLLOWING CONSTRUCTION OF HIGHWAY WORKS**

12.1 The Developer shall within 28 days of the issue of the Provisional Certificate for the Highway Works supply the Officer with a copy of the as built drawings and specifications

12.2 When the Officer is satisfied that the Highway Works have been completed the Officer will issue his written Provisional Certificate of completion for the Highway Works

12.3 Subject to the Officer confirming that the Highway Works have been undertaken to his satisfaction the Final Certificate for the Highway Works shall be issued by the Officer 12 months following the issue of the Provisional Certificate

12.4 All defects in the Highway Works that may have become apparent during the Maintenance Period shall be remedied and made good by the Developer at its own expense and to the satisfaction of the Officer

### **13 STATUTORY UNDERTAKERS**

13.1 This agreement does not authorise interference with statutory undertakers' apparatus or works without the prior approval of the Officer and the consent of the statutory undertakers nor the installation or use of telecommunications apparatus without the prior approval of the Officer and the consent of the relevant telecommunications undertaker nor entry upon nor doing works to or on any land other than the highway.

13.2 There will be no changes to statutory undertakers' apparatus without the prior written consent of the Officer.

### **14 INDEMNITY**

The Developer hereby undertakes and agrees with the Council that in the event of any claim for compensation or otherwise or costs or charges arising in connection with or incidental to or in consequence of the carrying out of the Highway Works including any such whether mandatory or discretionary which may be incurred by virtue of any enactment or statutory instrument and not otherwise hereby provided it will hold the Council fully indemnified from and against all claims charges costs and expenses in connection therewith or arising therefrom

### **15 DEFAULT NOTICE**

17.1 Where the Officer determines that a breach or non observance of any of the terms or conditions herein contained and to be performed by the

Developer does not adversely affect safety (the decision of the Officer in this respect being final) before seeking to call in the Bond to undertake the Highway Works the Council shall first serve a written notice to the Developer (“the Default Notice”) and the Council shall take no further action thereon until 7 working days or such further period as may be agreed in writing by the Council and the Developer from the date of the Default Notice shall have elapsed without the Developer remedying fully the matter in default unless the breach does affect safety then the 7 working days will be ignored

**16 DISPUTE PROVISIONS**

Any dispute or difference arising between the parties hereof as to their respective rights and obligations and/or as to any matter in any way arising out of or connected with the subject matter of this agreement shall except as otherwise expressly herein provided and except on questions of law be determined by an expert who shall be appointed jointly by the parties or in default of agreement between parties by the President for the time being of the Institution of Civil Engineers. The expert shall not act as an arbitrator and his decision shall be final and binding on all parties but before making a decision he shall give all parties a full opportunity of making such representations as they may reasonably require

**IN WITNESS** whereof the Developer and the Council have executed this agreement as an Agreement the day and year first before written

**EXECUTED as a DEED by**

acting by a director and its secretary/two directors

Director

Secretary/Director

The Common Seal of

**THE LEEDS CITY COUNCIL**

was hereunto affixed the day and year first before written in the presence of

Name :

Signature :

Job Title :



**SCHEDULE 1**

**THE HIGHWAY WORKS ARE UNLESS OTHERWISE AGREED BETWEEN THE  
DEVELOPER AND THE COUNCIL AS FOLLOWS**

**SCHEDULE 2**  
**MANAGEMENT PLAN**

1 Programme of Works

The developer shall provide a programme with the dates for carrying out the highway works

The programme of works shall not be varied without the approval of the Council such approval not to be unreasonably withheld or delayed

2 Traffic Management Proposals

Details of any traffic management proposals necessary to enable the Highway Works to be constructed

3 Working Restrictions

Prior approval must be obtained from the Council for any traffic management measures including road and footway closures

4 Communication

The Developer and the Council shall meet at agreed intervals during the construction works

### SCHEDULE 3

#### (Commuted Sums for maintenance liabilities (April 2012- March 2013))

Element	Quantity	Unit	Unit rate (£)
<b>1 Carriageway</b>			
a All construction types maintenance category 1,2,3a, 3b and 4a (All road types except 4b below)		m <sup>2</sup>	22.02
b All construction types, maintenance category 4b (Local access road serving limited numbers of properties carrying only access traffic)		m <sup>2</sup>	9.81
c Extra over the above for a carriageway junction of any class. (single charge per junction)		no	814.37
d Extra over for application of red anti-skid coloured surfacing		m <sup>2</sup>	16.43
e Extra over for application of grey anti-skid coloured surfacing		m <sup>2</sup>	15.97
<b>2 Footway and paved areas</b>			
a All construction types		m <sup>2</sup>	15.51
<b>3 Street lighting (Standard)</b>			
a Lighting column up to and including 7m in height (standard)		no	1268.83
b Lighting column over 7m and up to 15m in height (standard)		no	1514.62
<b>Street lighting (Heritage or Enhanced) (chosen from availability list)</b>			
d Lighting column up to and including 7m in height (heritage or enhanced)		no	1276.27
e Lighting column over 7m and up to 15m in height (heritage or enhanced)		no	1523.49
<b>Street lighting (Bespoke)</b>			By quotation
<b>4 Illuminated street furniture and signs</b>			
a Any item of illuminated apparatus standard		no	595.86
b Any item of illuminated apparatus heritage or enhanced		no	946.83

	Element	Quantity	Unit	Unit rate (£)
<b>5</b>	<b>Non-illuminated street furniture and signs</b>			
	a Non Illuminated advanced direction sign		no	359.39
	b Non-illuminated sign, bollard or other single point feature		no	359.39
<b>6</b>	<b>Traffic signals (refer to UTMC)</b>			<b>By quotation</b>
<b>7</b>	<b>Traffic calming features</b>			
	a Speed table (by surface area)		m <sup>2</sup>	140.68
	b Speed cushion		no	393.90
<b>8</b>	<b>Landscaping</b>			
	a Hard landscaping area (treat as footway)		m <sup>2</sup>	16.19
	b Soft landscaping grass		m <sup>2</sup>	4.80
	c Soft landscaping vegetation or shrub bed		m <sup>2</sup>	22.07
<b>9</b>	<b>Drainage</b>			
	a Individual road or footway gully		no	226.35
	b Kerb drainage systems (not including outfall; treat each outfall as a gully)		m	45.83

**Notes:**

- 1 Other special features, heritage materials, specialist materials or deviation from design standards should be estimated for separately.**
- 2 Sustainable Urban Drainage Systems (SUDS) should be estimated for separately on a scheme specific basis.**
- 3 Highway Structures / Retaining features should be estimated for separately on a scheme specific basis.**
- 4 The liability period used for the calculation of the above rates is 20 years**

**SCHEDULE 4**

**DATED**                      **Guarantee Bond**                      **2011**

**and**

**and**

**LEEDS CITY COUNCIL**

**GUARANTEE BOND**

## GUARANTEE BOND

### DATE

### PARTIES

- (1) ("the Guarantor")
- (2) ("the Developer")
- (3) **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR ("the Council")

### RECITALS

- (A) By an agreement dated ("the Agreement") entered into between the Council and the Developer particulars of which are set out in the Schedule the Developer has agreed with the Council that the Developer shall execute the works ("the Works") at the Developer's expense and upon and subject to the terms and conditions therein set out
- (B) The Guarantor has agreed with the Council at the request of the Developer to guarantee the performance of the obligations of the Developer under the Agreement upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2

### IT IS AGREED AS FOLLOWS

- 1 The Guarantor guarantees to the Council that in the event of a breach of the Agreement by the Developer the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Council as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Developer

- 2 The maximum aggregate liability of the Guarantor and the Developer under this Guarantee Bond shall not exceed the sum set out in the Schedule ("the Bond Amount") but subject to such limitation and to clauses 4 and 5 the liability of the Guarantor shall be co-extensive with the liability of the Developer under the Agreement
- 3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Agreement or in the extent or nature of the Works and no allowance of time by the Council under or in respect of the Agreement or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guaranteed Bond
- 4 Whether or not this Guarantee Bond shall be returned to the Guarantors the obligations of the Guarantor under this Guarantee Bond shall be released discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Agreement which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry The Council the Developer and the Guarantor have agreed that this Guarantee Bond may be returned to the Guarantor and treated as discharged where it is substituted for one in identical terms but for reference to the date of the Agreement and different provisions that the Council shall determine in accordance with clause 10 of the Agreement as to
  - 4.1 The Bond Amount and/or
  - 4.2 The release of this Guarantee Bond
- 5 In respect of the Highway Works the Council shall

- 5.1 Within 28 days of the issue of a Payment Certificate by the Agreement Administrator release the Developer and the Guarantor from their obligations under this Guarantee Bond by the value of the sum of money certified in such Payment Certificate **PROVIDED THAT** subject to clauses 5.2 and 5.3 the Bond Amount shall be 120 per cent of the cost of the balance of the works that remain to be carried out in the Highway Works
- 5.2 Within 28 days of the issue of the Provisional Certificate the Council shall release the Developer and the Guarantor from their obligations under the Guarantee Bond by 90 per cent and
- 5.3 Within 28 days of the issue of the Final Certificate the Council shall release the Developer and the Guarantor from their obligations under the Guaranteed Bond
- 6 The Developer having requested the execution of this Guarantee Bond by the Guarantors undertakes to the Guarantor (without limitation of any other rights and remedies of the Council or the Guarantors against the Developer) to perform and discharge the obligations on its part set out in the Contract
- 7 This Guarantee Bond and the benefit thereof shall not be assigned without the prior written consent of the Guarantor and the Developer
- 8 Any claims or other notices to be served upon the Guarantor hereunder shall be in writing and shall be served personally or by pre-paid registered or recorded delivery post and shall be sent to the Guarantor at the address stated in this Guarantee Bond or such other address in the United Kingdom as the Guarantor may have previously notified in writing to the Council Any claims or other notices if delivered personally shall be deemed to have been



served at the time of delivery or if sent by registered or recorded delivery post shall be deemed to have been served on the second business day following posting unless they are proved to have been received later in which case they shall be treated as served on receipt. Any claims or other notices received on a day which is not a business day or after 5 pm on any business day shall be deemed to be served on the next business day. The term "business day" means a day which is not a Saturday, Sunday or a day which is a bank or public holiday.

- 9 Unless expressly stated nothing in this deed shall create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties hereto.
- 10 This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the Courts of England and Wales shall have jurisdiction hereunder.
  - 10.1 In the event of a dispute between the Developer, the Guarantor and the Council, each agrees to use their reasonable endeavours to seek to resolve the dispute by a jointly agreed referral to an alternative dispute resolution process such as mediation on the basis of both parties reaching agreement as to liability for costs before proceeding with referral to the expert provided for in the following provisions of this clause.
  - 10.2 In the event of any dispute or difference arising between the Developer, the Guarantor and the Council in respect of any matter contained in this Guarantee Bond, such dispute or difference shall be referred to an independent and suitable person holding appropriate professional

qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such mailers as may be in dispute and such person shall act as an expert whose decision shall be final and binding on both parties in the absence of manifest error and any costs shall be payable by both parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by both parties in equal shares

10.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 10.1 above or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on both parties in the absence of any manifest error and his costs shall be payable by both parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by both parties in equal shares

10.4 Any expert howsoever appointed shall be subject to the express requirement that a decision shall be reached and communicated to both relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 28 business days after the conclusion of any hearing that takes place or 28 business days after he has received any file or written representation.

10.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.

**IN WITNESS** whereof the Council Developer and the Guarantor have executed and delivered this Guarantee Bond as a deed on the day first above written

The Common Seal of

**LEEDS CITY COUNCIL**

was hereunto affixed the day and year first before written in the presence of

Name :

Signature :

Job Title :

**EXECUTED** as a **DEED** by

## THE SCHEDULE

In this Guarantee Bond

### "Bond Amount"

means the sum of ( ) pounds ( ) [to be agreed between the Developer and the Council in respect of the Highway Works **PROVIDED THAT** such sum shall equal the cost of such Work Stage plus 20 per cent] or such sum as shall be outstanding following reduction in accordance with clause 5 of this Guarantee Bond

### "Agreement"

means an agreement dated ( ) between the Council and the Developer made pursuant to Section 278 of the Highways Act 1980 and other powers relating to the construction of works detailed in Schedule 1 to the Agreement

### "Agreement Administrator"

means such person (from time to time) appointed by the Developer to administer the contracts for the carrying out of the Highway Works

### "Expiry"

means whichever of the following events first occurs

- (a) replacement of this Guarantee Bond by another in identical terms but for reference to the date of the Agreement and different provisions that the Council shall determine in accordance with clause 11 of the Agreement as to (1) the Bond Amount an/or (2) release of this Guarantee Bond
- (b) payment in cleared funds by the Developer (or in default the Guarantor) to the Council of a total of **[BOND AMOUNT]** pounds ( ) under the terms of the Agreement (or in the case of the Guarantor this guarantee Bond) or

(c) the date of issue of the Final Certificate for the Highway Works in accordance with the terms of the Agreement

**"Payment Certificate"**

means the certificate issued by the Agreement Administrator certifying each payment under the contract(s) of the Highway Works

**"Provisional Certificate" "Final Certificate" "Highways Works"** shall each have the meaning as set out in the Contract.

## Schedule 5

### Information For Organisations Working In the Highway

1. Any work involving excavation on the highway or non-excavation work on a traffic sensitive street must be registered with the Council's Network Management Section. The Traffic Management Act 2004 amended the New Roads and Street Works Act 1991 to provide advance periods of notice for the registration of works.
2. Any work of greater than 10 days duration must be registered 3 months before the proposed start date of the works. A minimum of 10 days before the start date of the works a further notice must be sent to confirm this start date. Notices must also be sent to confirm that the works have started and that the works have been completed. These notices must be sent within a day of the relevant event. Copies of the relevant notification forms are available from Network Management.
3. Work on streets which have been designated as traffic sensitive may be subject to restrictions being placed by Network Management on the days or times of operation. Full details of Traffic Sensitive Streets are available from Network Management.
4. Approval must be obtained from Network Management before any form of traffic control is placed on the highway. A form is available to request this approval.
5. All the work must be signed and guarded in accordance with Chapter 8 of the Traffic Signs Manual and the Safety at Street Works and Road Works Code of Practice. Traffic Signs and other apparatus must conform to the Traffic Signs Regulations and General Directions in force at the time.
6. One of the obligations of NRSWA requires that the works be supervised by a street works accredited supervisor. There must also be on site at all times when the works are in progress a NRSWA accredited operative.
7. It is recommended that you discuss your proposals with Network Management at the earliest opportunity.
8. Network Management may be contacted by telephone on 01132477526 or by e.mail at [Raswa.forms@leeds.gov.uk](mailto:Raswa.forms@leeds.gov.uk).