THIS AGREEMENT is made the day of Two Thousand and _

BETWEEN

(1) **BIRMINGHAM CITY COUNCIL** of the Council House Victoria Square Birmingham B1 1BB ("the Council") and

(2) _ whose registered office is at _ (Company Registration Number _) ("the Developer")

(3) _ whose registered office is at _ (Company Registration Number _) ("the Landowner")

WHEREAS

(A) The Council is the Highway Authority for the purposes of the Highways Act 1980 for the City of Birmingham and enters into this Agreement in that capacity only

(B1) The Council has granted planning permission under an application numbered _ and dated _ for the Development on and in the vicinity of the Highway

OR

(B2) The Developer has applied to the Council for planning permission by an application numbered _ and dated _ for the Development on and in the vicinity of the Highway

(C) The Council and the Developer wish to improve the Highway by the carrying out of the Highway Works

(D) The improvements of the Highway can be achieved by way of financial assistance from the Developer to the Council

(E) The Council is satisfied that the Highway Works will be of benefit to the public

[(F) The Landowner is the registered proprietor of the freehold of the Development Site and joins in this Agreement to signify its consent to the arrangements and to dedicate land as new highway as hereinafter provided]

NOW IT IS HEREBY AGREED as follows:-

1 **Words and Expressions**

1.1 In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings:

The Act

The Highways Act 1980

Amey LG

Amey LG Limited company number 03612746 whose registered office is at The Sherard Building, Edmund Halley Road, Oxford, OX4 4DQ.

Amey Birmingham

Amey Birmingham Highways Limited company number 7064140 whose registered office is at The Sherard Building, Edmund Halley Road, Oxford, OX4 4DQ.

Approved Contractor

A contractor appointed by the Developer to be first approved in writing by the Director

The Bond Figure

A sum of _

The Certificate of Substantial Completion

The Certificate issued by the Council on the completion of the Highway Works to the satisfaction of the Council

Completion Certificate

A certificate issued by the Director in accordance with the terms at Clause 5

The Council

Birmingham City Council and its successors in title

Design Approval Fee

A sum of six thousand seven hundred pounds (£6,700)

The Developer

[_] and its successors in title and assigns

The Development

[_]

The Development Site

Land edged red on the attached plan no. _

The Director

The Director of Sustainability Transportation and Partnerships of the Council or such other officer from time to time performing this function

The Engineer

The Engineer to be appointed by the Developer under the ICE Conditions of Contract

The Equipment

The equipment and/or sundries necessary to enable Council personnel to perform their duties under this Agreement (including but not restricted to camera(s)/photographic equipment, photographic prints and printing costs, winter clothing and inspector's consumables)

Equipment Fees

The reasonable fees to be incurred by the Council on the Equipment to be no more than 5% of the Inspection/Contract Administration Fee

The Highway

_ Birmingham

The Highway Works

The works described in the First Schedule hereto

ICE Conditions of Contract

The Conditions of Contract issued by the Institution of Civil Engineers, the Association of Consulting Engineers and the Civil Engineering Contractors 7th Association Edition

Inspection/Contract Administration Fee

A sum of £_

The Landowner

_ Limited [and its successors in title and assigns]

The Maintenance Period

The period of twelve months commencing with the date of issue of the Certificate of Substantial Completion

The Method Statement

A written statement detailing the individual construction processes to be employed to implement the Highway Works as approved by the Director

Programme

The programme approved under clause 19

Routine Maintenance

The routine and cyclical maintenance of the Highway Works to include, inter alia, road sweeping, gulley cleansing, street light cleansing, highway trees, together with such other maintenance obligations as the Council deem appropriate

Stage 2 Safety Audit

A safety audit of completed contract drawings

Stage 3 Safety Audit

A safety audit of the Highway Works prior to the issue of the Certificate of Substantial Completion

Stage 4 Safety Audit

Safety audits of the Highway Works to be carried out not before 12 months and not after 13 months from the date of issue of the Completion Certificate and not before 36 months and not after 37 months from the date of issue of the Completion Certificate by an independent safety auditor in accordance

with the Department of Transport Standard HD 19/03 (both of which are to include a full on-site safety assessment of the works)

Stage 4 Safety Audit Fee

A sum of one thousand pounds (£1,000) to be used towards the costs incurred by the Council in connection with the Stage 4 Safety Audit

Statutory Undertakers

Any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and whose apparatus is pursuant to such authorisation at the date of this Agreement already installed in under over or upon the land on which the works are to be carried out and any authorised successor to any such undertaking

[The Surety

_ Limited and its successors in title and assigns]

The Traffic Regulation Orders

All temporary experimental or permanent traffic regulation/parking places orders required to be made as a consequence of the Highway Works

The Traffic Regulation Order Fees

The fees incurred by the Council in consultation making, publishing and dealing with objections to the Traffic Regulation Orders

The Traffic Management Protocol

The Council's protocol to manage the road network pursuant to its duty under the Traffic Management Act 2004 (and any subsequent revisions thereto)

1.2 In this Agreement where the context so requires:-

1.2.1 The singular includes the plural and vice versa

1.2.2 References to Clauses and Schedules are references to Clauses and Schedules in this Agreement

1.2.3 References to a paragraph in a Schedule are references to a paragraph in the same Schedule

1.2.4 References to any statute or statutory instrument shall include references to any statutory modification or re-enactment thereof for the time being in force

1.2.5 The Council may at any time prior to the issue of the Completion Certificate at the Developer's expense make such alterations to the Highway Works as it may consider desirable or necessary. Insofar as may be reasonably practicable the Council shall give the Developer an opportunity to comment on any alterations it proposes to make

2 **Statutory Provision**

2.1 This Agreement is made pursuant to Section 278 of the Act

2.2 The Council agrees pursuant to the said Section 278 to carry out the Highway Works at the expense and on behalf of the Developer and for the purpose of executing the Highway Works hereby appoints the Developer as its agent to carry out the Highway Works in accordance with the following provisions

3 **Highway Works**

3.1 The Developer shall prior to the occupation of the Development to be constructed on the Development Site complete the Highway Works (including all works ancillary or incidental thereto) in accordance with the stipulations requirements and conditions laid down in this Agreement

3.2 The Developer shall once having commenced the Highway Works proceed with them conscientiously and expeditiously and with all due diligence and in accordance with the Programme and Method Statement

3.3 Subject to the provisions of this Agreement and immediately prior to the issue of the Certificate of Substantial Completion the _ [Developer] [Landowner]

shall dedicate as highway (and the Council shall forthwith accept) all such land as is within its ownership and is required for the construction of the Highway Works which does not already form part of the public highway or is already maintained as if it were a public highway

4 **Maintenance Period**

When and so soon as the Highway Works have been completed and the Developer has notified the Council of this in writing the Director subject to being satisfied that the Highways Works have been completed and subject to Clause 26.1 shall issue a Certificate of Substantial Completion and the Developer shall maintain the Highway Works for the Maintenance Period in like manner as if the Highway Works had been constructed by the Developer acting as contractor to the authority under the ICE Conditions of Contract and as if the Certificate of Substantial Completion were a Certificate of Substantial Completion issued in accordance with Clause 48 of the same and for the avoidance of doubt, in maintaining the Highway Works for the Maintenance Period, the Developer shall carry out all Routine Maintenance

5 **Completion Certificate**

At the expiration of the Maintenance Period or on a date (whichever is the later) on which any defect or damage arising during the Maintenance Period is made good to the satisfaction of the Director he shall issue a Completion Certificate and as from the date of such Completion Certificate the Highway Works shall become maintainable at the public expense

6 **Indemnity**

6.1 The Developer shall indemnify the Council from and against all claims demands actions proceedings costs and penalties arising out of or in connection with or ancillary to the carrying out of the Highway Works or any

part or parts thereof including but without prejudice to the generality of the foregoing any liability of the Council as a result of the application of the provisions of the Highways Act 1980 Compulsory Purchase Act 1965 Land Compensation Act 1973 or by virtue of the Noise Insulation Regulations made thereunder including any liability falling upon the Council by virtue of it exercising its discretionary powers under the said Regulations save for any claims arising as a result of the negligence of the Council

6.2 The Developer shall comply with all aspects of the Construction (Design and Management) Regulations 2007 and in particular shall ensure that all obligations imposed on the client (as defined in the said Regulations) are satisfied and will indemnify the Council against all claims liabilities actions arising out of a failure to do so. The Developer shall provide the Director with a copy of the Health and Safety File prepared under the above regulations on completion of the Highway Works

7 **Security**

7.1 The Developer shall

7.1.1 Secure the cost of the Highway Works by the deposit with the Council of a bond in the sum of the Bond Figure by entering into the bond incorporated in the Second Schedule hereto on the date hereof or

7.1.2 Prior to the commencement of the Highway Works pay a sum equivalent to the Bond Figure into an account with Co-operative Bank plc, 118 Colmore Row, Birmingham 3 in the name of the Council such sum to be placed on deposit at the best rate of interest reasonably obtainable with interest accruing to the Developer and being remitted to the Developer upon the dates upon which it accrues to the account. Upon the issue of the Certificate of Substantial Completion under Clause 4 of this Agreement an amount of £_ so deposited shall be

repaid to the Developer from such account. Upon the issue of the Completion Certificate under Clause 5 of this Agreement the remaining balance held in such account shall be remitted to the Developer. If the Developer shall fail to carry out the Highways Works in accordance with its obligations in this Agreement the sum deposited in such account shall be paid to the Council to the extent necessary to reimburse the costs properly incurred by the Council in completing the Highway Works or making good any defaults of the Developer with regard thereto

7.2 Without prejudice to any other remedies available to the Council if the Highway Works or any part or parts thereof are not carried out or completed to the satisfaction of the Director in accordance with the terms of this Agreement then the Council (after giving twenty-eight days written notice or in the event of there being a significant danger to users of the highway such lesser period as may in the circumstances be reasonable of its intention to the Developer) may execute or complete the relevant part or parts of the Highway Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its reasonable and proper costs as properly and reasonably certified by the Director from the Surety up to the maximum of the Bond Figure or from the Developer

8 **Notices etc**

8.1 Where under this Agreement the Council or the Director is entitled to request alterations or required to agree to approve to express satisfaction with to consent or to give notice of any matter such request agreement approval satisfaction consent or notice shall be deemed to have not been made given or expressed unless made given or expressed in writing (and shall not be unreasonably made withheld or delayed)

8.2 The address for service of any such notice or consent or approval or expression of satisfaction as aforesaid shall in the case of service upon the Council be upon the Council at its address aforesaid or such other address for service as shall have been previously notified to the Developer _ [and/or the Landowner] and in the case of service upon the Developer _ [and/or the Landowner] be upon the Developer _ [and/or the Landowner] at its address aforesaid or such other address for service as shall have been previously notified to the Council

8.3 Any alteration request notice consent expression of satisfaction or approval under this Agreement shall be deemed to have been served as follows:-

8.3.1 if personally delivered at the time of delivery

8.3.2 if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

8.3.3 if sent by tested telex or facsimile transmission at the time of successful transmission

and in proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope or that the telex or facsimile was successfully transmitted on a tested line as the case may be

9 **Arbitration**

Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with

and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

10 **Statutory Undertakers' Apparatus**

For the avoidance of doubt it is hereby expressly declared that the Developer in carrying out any works which it is required by this Agreement to execute shall at its own expense divert or protect all or any pipes wires cables or equipment belonging to any person or body having power to undertake street works under the New Roads and Street Works Act 1991 (as amended) as may be necessary to enable such works properly to be carried out or may be reasonably directed by the Director and all alterations to existing services shall be carried out to the satisfaction of the appropriate authorities and undertakers

11 **Specification**

The following shall be the requirements and appropriate standards to be taken into account by the Developer in preparing any detailed drawings for submission to the Council and during the carrying out of the Highway Works:

Specification

Specification for Highway Works and the associated Notes for Guidance

Civil Engineer Specification for the Water Industry

Birmingham City Council's Standard Drawings

Birmingham City Council's Guide to Siting and Specification of Street Furniture 2001

Amey LG and Amey Birmingham Specification

Output specification relevant to the Highway Works

Design

Design Manual for Roads and Bridges

Traffic Advisory Leaflets

Birmingham City Council's Traffic Signal Design and Installation Standards Issue 7

Common Standards for Streetworks Management and Code of Practice for Maintainability Assessment report to Cabinet Member for Transportation and Street Services dated 21 March 2006 including Appendix A – Code of Practice for Maintainability in Street Highway Design – First Edition 2006

Lighting

Design in accordance with BS5489 Part 1: 2003 and BS EN 13201 as appropriate

Birmingham City Council Street Lighting Specification

Signing and Lining

The Traffic Signs Regulations and General Directions 2002

The Traffic Signs Manual (DOT)

Trees

Any applicable National Joint Utilities Group (NJUG) guidance and BS 5837:2005 'Trees in relation to construction'

12 **Approval of Design etc**

The Highway Works shall not commence until detailed design, specifications and Method Statement have been submitted to each of the Director, Amey LG and Amey Birmingham and approved by the Director. If any of the Director, Amey LG or Amey Birmingham shall reasonably request further documentation or information in order to properly understand the design of the Highway Works and the effect of their incorporation into the Council's highway network the Developer shall arrange for the provision of such documentation and information to each of the Director, Amey LG and Amey Birmingham within 5 days of such request. In approving the design, specifications and Method Statement the Director shall not be held responsible for the correctness thereof

13 **Workmanship**

The Developer shall use all reasonable endeavours to diligently carry out and complete the Highway Works at no cost to the Council in a good and workmanlike manner with good quality materials of their respective kinds and in accordance in all respects with the Programme, the specification the drawings and the Developer's obligations hereunder and for that purpose shall procure that the design of the Highway Works including the selection of any specification for any kinds and standards of materials and goods and workmanship to be used in the construction of the Highway Works so far as not described or stated herein are all carried out with reasonable care and skill

14 **Site Investigation**

Within 28 days notice from the Director the Developer shall carry out at its expense a site investigation, the scope of which is to be notified by the Director, to determine the state of repair of existing carriageway(s)

15 **Traffic and Safety Control**

15.1 In carrying out work in or adjoining the public highway the Developer shall comply in all respects with Chapter 8 of the Traffic Signs Manual and Safety at Street Works and Road Works – A Code of Practice and all written instructions of the Director (and for the avoidance of doubt this shall include a site specific traffic survey and site specific risk assessment unless otherwise notified by the Director)

15.2 The Developer shall not commence any Highway Works until it shall have complied fully with stages TMP 001/2, TMP 002 and TMP 003 of the Traffic Management Protocol and the Director shall have confirmed the Developer's

compliance in writing

16 **Public Procurement**

The Developer shall:-

16.1 Comply with all relevant Directions on public procurement as may apply as issued from time to time by the European Commission and shall provide evidence of such compliance to the Council as required and indemnify the Council against failure to comply

16.2 Display on the site of the Highway Works notices giving details of the Highway Works the progress of the said works a telephone number where information concerning the Works can be obtained and the participants of the Contractor in the Council's Considerate Contractor Scheme

17 **Approved Contractor**

The Developer shall only engage a contractor or permit the engagement of any sub-contractor to execute the Highway Works or any part thereof that at the time of such engagement is an Approved Contractor

18 **Supervision and Inspection**

18.1 The Developer shall ensure that the Highway Works shall be supervised by The Engineer

18.2 The Developer [and/or the Landowner] shall permit and shall require any contractor or sub-contractor engaged on the Highway Works to permit at all reasonable times persons authorised by the Council including Amey LG and Amey Birmingham to gain access to the site of the Highway Works to ensure compliance with the provisions of this Agreement and the Developer [and/or the Landowner] shall allow persons authorised by the Council including Amey LG and Amey Birmingham to inspect the Highway Works including all traffic

signal equipment and all works which relate to the Council's urban traffic control and management system

18.3 The Developer shall invite the Council Amey LG and Amey Birmingham to attend any pre-start site meeting in respect of the Highway Works in order for the Council Amey LG and Amey Birmingham to familiarise themselves with the details and issues concerning such Highway Works (including the materials and method of construction)

19 **Programme of Works**

The Developer shall prior to the commencement of any of the Highway Works submit to the Director for his approval a programme of works setting out the Developer's proposed timetable for executing those works and following such approval (which may be given with or without modification) the Developer shall use all reasonable endeavours to ensure that the programme of works is complied with

20 **Insurance**

Prior to the commencement of the Highway Works arrangements shall be made at the expense of the Developer to effect insurance with an insurer in terms and for such amounts as may be reasonably required by the Council for such insurance to cover the same risks as would be required to be covered by Clauses 21 22 and 23 of the ICE Conditions of Contract

21 **Notification of Start of Highway Works**

The Developer shall prior to the commencement of the Highway Works give the Council at least 15 weeks' notice in writing of the proposed date on which the Highway Works will start PROVIDED THAT

(i) the Highway Works shall not commence before the design and specification shall have been approved by the Director under Clause 12 and

(ii) the Developer shall comply with all statutory procedures under the New Roads and Street Works Act 1991 (as amended) for the notification of the start and completion of the Highway Works

22 **Safety Audit**

22.1 At the Developer's expense and prior to the approval of the detailed design a Stage 2 Safety Audit carried out by an independent safety auditor approved by the Council in accordance with Department of Transport Standard HD 19/03 shall be submitted to the Director and any recommendations made in the safety audit report shall be implemented to the satisfaction of the Director

22.2 At the Developer's expense and prior to the issue of the Certificate of Substantial Completion a Stage 3 Safety Audit carried out by an independent safety auditor approved by the Council in accordance with the Department of Transport Standard HD 19/03 shall be submitted to the Director and any recommendations made in the safety report shall be implemented to the satisfaction of the Director

23 **Fees**

The Developer shall pay to the Council:-

23.1 Upon completion of this Agreement the Council's reasonable legal costs in respect of the preparation and completion of this Agreement

23.2 Upon completion of this Agreement the Inspection/Contract Administration Fee

23.3 Upon completion of this Agreement the Stage 4 Safety Audit Fee

23.4 Within 28 days of issue of an invoice(s) the whole or part (as appropriate) of the Traffic Regulation Order Fees

23.5 Within 14 days of issue of an invoice(s) the whole or part (as appropriate) of the Equipment Fees and/or within 14 days of a notice given by the Director to provide the Equipment

23.6 Upon completion of this Agreement the Design Approval Fee, if not already paid by the Developer upon the submission of drawings for approval by the Council, and the unexpended balance, if any, will be returned by the Council to the Developer prior to the commencement of the Highway Works

23.7 All fees to be paid under Clauses 23.4 and 23.5 hereof shall be addressed to the Assistant Director of Development Strategy, Development Strategy, P.O. Box 14439, Birmingham B2 2JE marked for the attention of [_]

24 **Revaluation**

In the event that the Highways Works increase in scope and/or extent and/or scale from those as approved in this Agreement and/or include additional and/or ancillary works not described in the First Schedule hereto then the Council shall be entitled to issue further invoices for any of the fees under Clause 23 and/or request additional security under Clause 7 as applicable and such invoices shall be paid by the Developer or further security put in place within 28 days of the invoices being issued or such request being made

25 **Access**

25.1 The Council hereby permits the Developer acting through its employees contractors or agents to enter upon the public highway for the purposes of executing the Highway Works in accordance with its obligations under this Agreement

25.2 The Developer _ [and/or the Landowner] hereby permits the Council acting through its employees contractors or agents to enter upon the Development

Site if required for the purposes of executing and maintaining the Highway Works

26 **Maintenance Costs**

26.1 In the event of the Highway Works being completed the Developer shall upon service of notice of such pursuant to Clause 4 (which for the avoidance of doubt shall be prior to the issue of the Certificate of Substantial Completion) pay to the Council a commuted sum of _ pounds (£_) in respect of the future maintenance cost of the Highway Works. The payment shall satisfy any liability of the Developer in this respect

26.2 All costs to be paid under Clause 26.1 hereof shall be addressed to the Director of Sustainability Transportation and Partnerships P.O. Box 14439, Birmingham B2 2JE and marked for the attention of [_]

OR

[26.1 Following the approval of the detailed design of the Highway Works under Clause 12 hereof the Council shall notify the Developer if a commuted sum is payable in respect of the Highway Works

26.2 In calculating any sum due under Clause 26.1 the Council shall only consider the matters referred to in the Third Schedule hereto

26.3 The Developer shall pay any commuted sum due to the Council within 14 days of the issue of the Completion Certificate

26.4 All costs to be paid under Clause 26.3 hereof shall be addressed to the Director of Sustainability Transportation and Partnerships P.O. Box 14439, Birmingham B2 2JE and marked for the attention of [_]

27 **Termination of Agreement**

27.1 At any time 14 days prior to the physical commencement of the Highway Works

27.1.1 The Director may terminate this Agreement by giving the Developer written notice of his decision to terminate it; and

27.1.2 The Developer may terminate this Agreement by giving written notice to the Council that it does not wish the Highway Works to be carried out

27.2 On any termination under this clause the Council shall give the Developer an account of all abortive costs incurred by the Council in respect of this Agreement within 28 days from the date of that account

27.2.1 If that account shows that the payments made by the Developer under the foregoing provisions of this Agreement have exceeded those costs the Council shall refund that excess

27.2.2 If that account shows that those costs exceed the payments made by the Developer under the foregoing provisions of this Agreement the Developer shall pay to the Council a sum equal to that excess

28 **Assignment**

The rights and liabilities of the Developer under this Agreement are not assignable without the prior written consent of the Council

29 **Interest**

If any payment due under any of the provisions of this Agreement is not made on or before the date on which it is due ("the Due Date"), the party from whom it was due shall at the same time as making the payment pay interest to the other party at two per cent above the rate payable in respect of compensation under Section 32 of the Land Compensation Act 1961 as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is made and for the avoidance of doubt this Clause shall not apply to any

repayments which are delayed as a result of a late initial payment falling under this Clause

30 **Copyright**

The Developer hereby grants to the Council an irrevocable non exclusive royalty free licence to use and to reproduce all details plans specifications and calculations prepared or provided by the Developer in connection with the Highway Works (whether now or hereafter at any time in existence) and any works designs or inventions of the Developer incorporated in or referred to therein provided always that such licence is granted only for any legitimate purpose related to the Highway Works

31 **Benefit**

It is hereby agreed by the parties hereto that the land which is to be benefited by the Highway Works is the Development Site

32 **Registration**

This Agreement shall be registrable as a Local Land Charge in the Register of Local Land Charges maintained by the Council

33 **Contracts (Rights of Third Parties) Act 1999**

33.1 Subject to clause 33.2 except in relation to successor bodies and successors in title and assigns to the parties to this Agreement, it is agreed that nothing in this Agreement entitles a person who is not a party to this Agreement to enforce any of the terms of this Agreement.

33.2 Both Amey LG and Amey Birmingham shall be entitled to enforce any of the obligations placed on the Developer under this Agreement and to have the

benefit of all the indemnities given by the Developer under this Agreement to the Council

34 **Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and Wales

Executed as a DEED by the parties on the date and year first before written.

FIRST SCHEDULE

THE HIGHWAY WORKS

The works shown generally on drawing numbers [ ] (or any revisions thereafter as certified by the Council) and comprising of:-

1.

2.

3.

SECOND SCHEDULE

THIS BOND IS MADE the day of Two thousand and Thirteen AND BY THIS BOND WE _ whose registered office is situated at _

(hereinafter called “the Developer”) and _ whose registered office is situated at _

(hereinafter called “the Surety”) are held and firmly bound unto BIRMINGHAM CITY COUNCIL (hereinafter called “the Council”) in the sum of _ to be paid to the Council for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally by these presents

WHEREAS

(i) the Developer has entered into an Agreement with the Council on the date hereof (hereinafter called “the Section 278 Agreement”) pursuant to Section 278 of the Highways Act 1980 whereby the Developer has covenanted to carry out the Highway Works referred to in the Section 278 Agreement (hereinafter called “the Section 278 Covenants”)

(ii) it is intended that this Bond shall be construed as one with the Section 278 Agreement

NOW THE CONDITION of the above written Bond is such that if the Developer shall well and truly perform and fulfil the Section 278 Covenants according to the true purpose intent and meaning of the Section 278 Agreement or if on failure by the Developer so to do, the Surety shall pay to the Council the said sum of _ then the above written Bond will be null and void but otherwise it shall be and remain in full force and effect and the giving by the Council of any extensions of time for the performing of the Section 278 Covenants or any covenant contained in the Section 278 Agreement and on behalf of the Developer to be performed or fulfilled or any forbearance or forgiveness on the part of the Council to the Developer in

respect of any matter referred to in or concerning the Section 278 Agreement shall not in any way release the Surety from the Surety's liability under the above written Bond

PROVIDED THAT upon the issue of the Certificate of Substantial Completion under Clause 4 of the Section 278 Agreement the liability of the Developer and the Surety under this Bond shall be reduced to a sum of £_ and upon the issue of the Completion Certificate under the Section 278 Agreement the liability of the Developer and the Surety under this Bond shall absolutely cease

Payment under this Bond will be made upon receipt of the first written demand from the Council to the Surety at the address above or such other address for service as shall have been previously notified in writing to the Council by the Surety

The Bond and the benefit thereof shall not be assigned without the prior written consent of the Surety and the Council

EXECUTED AS A DEED by the parties hereto the day and year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
[Developer] _)
was hereunto affixed in)
the presence of:-)

Director

Secretary

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
[SURETY] _)
was hereunto affixed in)
the presence of:-)

Director

Secretary

DATED 20

_[SURETY]

-and-

_[DEVELOPER]

BOND

Section 278 Highways Act 1980 relating to the carrying out of works to the highway known as _ Birmingham

---

Ref: STP/AD/SON/S278/DSP_

Birmingham City Council
Sustainability Transportation
and Partnerships
PO Box 14439
Birmingham
B2 2JE

[To be used with alternative clause 26]
[**THIRD SCHEDULE**]

Commuted Maintenance Sum

BIRMINGHAM TRANSPORTATION DEPARTMENT

STREET LIGHTING MAINTENANCE CHARGES

TRANSPORTATION DEPARTMENT--CLIENT SERVICES LIGHTING												
Maintenance Charges for Street Lamps on Private or Unadopted Land T1030 **2002/2003**												
LAMP	Effective Wattage	TYPE	Mtg Ht	Burning Hours	Energy	Routine and remedial maintenance	Acc. Dam & Vand *	Client Night Patrol	Sub Total	10% Admin	Total Annual	Commuted Sum
70W	86	MBI	canal towpath	4100	£16.65	£38.39	£26.87	£2.00	£83.90	£8.39	**£92.29**	£922.93
150W	172	MBI	TUL	4100	£33.30	£38.09	£26.66	£2.00	£100.05	£10.00	**£110.05**	£1,100.51
150W	172	MBI	flag pole	metered	£0.00	£36.63	£25.64	£2.00	£64.27	£6.43	**£70.70**	£706.99
250W	266	MBI	10	4100	£51.50	£43.00	£30.10	£2.00	£126.60	£12.66	**£139.26**	£1,392.60
80W	94	MBF/U	5	4045	£18.20	£6.91	£4.83	£2.00	£31.94	£3.19	**£35.13**	£351.33
80w	94	MBF/U H/A	5	4100	£18.20	£14.46	£10.12	£2.00	£44.77	£4.48	**£49.25**	£492.52
125W	142	MBF/U	5	4045	£27.49	£6.91	£4.83	£2.00	£41.23	£4.12	**£45.35**	£453.55
50w	62	SON	canal towpath	4100	£12.00	£15.58	£10.91	£2.00	£40.50	£4.05	**£44.55**	£445.47
70W	84	SON	canal towpath	4100	£16.26	£15.58	£10.91	£2.00	£44.76	£4.48	**£49.23**	£492.32
70W	84	SON	5	4100	£16.26	£10.45	£7.32	£2.00	£36.03	£3.60	**£39.63**	£396.32
70W	84	SON H/A	5	4100	£16.26	£15.09	£10.56	£2.00	£43.91	£4.39	**£48.31**	£483.06
100W	114	SON	6	4100	£22.07	£10.45	£7.32	£2.00	£41.84	£4.18	**£46.02**	£460.21
100W	114	SON H/A	6	4100	£22.07	£15.09	£10.56	£2.00	£49.72	£4.97	**£54.70**	£546.95
100w	114	SON	10	4100	£22.07	£25.55	£17.89	£2.00	£67.51	£6.75	**£74.26**	£742.60
100w	114	SON H/A	10	4100	£22.07	£25.56	£17.89	£2.00	£67.53	£6.75	**£74.28**	£742.82
150W	172	SON	10	4100	£33.30	£25.55	£17.89	£2.00	£78.74	£7.87	**£86.61**	£866.12

LAMP	Effective Wattage	TYPE	Mtg Ht	Burning Hours	Energy	Routine and remedial maintenance	Acc. Dam & Vand *	Client Night Patrol	Sub Total	10% Admin	Total Annual	Commuted Sum
250W	279	SON	10	4100	£54.01	£25.55	£17.89	£2.00	£99.45	£9.95	**£109.40**	£1,093.99
400W	434	SON	12	4100	£84.02	£25.55	£17.89	£2.00	£129.46	£12.95	**£142.41**	£1,424.08
35W	65	SOX	5	4100	£12.58	£12.35	£8.65	£2.00	£35.58	£3.56	**£39.14**	£391.37
55W	84	SOX	6	4100	£16.26	£12.35	£8.65	£2.00	£39.26	£3.93	**£43.18**	£431.84
90W	123	SOX	10	4100	£23.81	£27.58	£19.30	£2.00	£72.70	£7.27	**£79.97**	£799.65
135W	175	SOX	10	4100	£33.88	£27.58	£19.30	£2.00	£82.76	£8.28	**£91.04**	£910.39
180W	223	SOX	12	4100	£43.17	£27.58	£19.30	£2.00	£92.06	£9.21	**£101.26**	£1,012.61
11W	16	PL	Ext sign light	4100	£3.10	£13.93	£27.85	£2.00	£46.88	£4.69	**£51.57**	£515.67
2x11W	32	PL	Illum bollard	4100	£6.20	£16.52	£33.03	£2.00	£57.75	£5.77	**£63.52**	£635.20
30W	40	Fluor	low level (copthorne)	4045	£7.74	£13.93	£9.75	£2.00	£33.42	£3.34	**£36.76**	£367.62
13W	18	PL	Steps at Paradi Circ	4045	£3.48	£13.93	£9.75	£2.00	£29.16	£2.92	**£32.08**	£320.77

TUL= Tree Uplighter

H/A=High Amenity Lantern

* Accident Damage and Vandalism figure based on 36% of routine/remedial maintenance cost for normal lighting installations and 302% for traffic signs.

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
BIRMINGHAM CITY COUNCIL)
in the presence of:-)

Authorised Signatory

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
_[DEVELOPER])
in the presence of:-)

Director

Secretary

DATED 20

BIRMINGHAM CITY COUNCIL

-and-

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[-and-

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Section 278 Highways Act 1980 relating to the carrying out of works to the highway known as _ Birmingham

Ref: STP/AD/SON/S278/DSP_

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Sustainability Transportation
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