Section 278 Agreements –
In Accordance with the Highways Act 1980

POLICY DOCUMENT
ON HIGHWAY ADOPTION

January 2019

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Note: Names and details will change if / when there is a personnel change.
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<th>Description</th>
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<td>Approval in Principle</td>
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<tr>
<td>CBR</td>
<td>California Bearing Ratio Test</td>
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<tr>
<td>CDM Regs</td>
<td>Construction (Design and Management) Regulations</td>
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<tr>
<td>CoW</td>
<td>Clerk of Works</td>
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<td>DMRB</td>
<td>Design Manual Roads Bridges</td>
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<tr>
<td>HAM</td>
<td>Highway Adoption Manager</td>
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<td>HAT</td>
<td>Highway Adoption Team</td>
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<td>HIC</td>
<td>Highways Infrastructure Contract</td>
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<tr>
<td>KDG</td>
<td>Kent Design Guide</td>
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<td>LA</td>
<td>Local Authority</td>
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<td>MC</td>
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<td>RSA</td>
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<td>S278</td>
<td>Section 278</td>
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<tr>
<td>SUDS</td>
<td>Sustainable Urban Drainage Systems</td>
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<tr>
<td>SWD</td>
<td>Surface Water Drainage</td>
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<tr>
<td>TRO</td>
<td>Traffic Regulation Order</td>
</tr>
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<td>TSG</td>
<td>Traffic Signals Group</td>
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Section 1 - Purpose of the Document

1.1 Under section 278 of The Highways Act 1980, in order to better facilitate development a local highway authority can enter into a legal agreement with a Developer for the developer to either pay for, or make alterations or improvements to the existing public highway. A Developer may be required to enter into a Section 278 Agreement with Medway Council (MC), where a new development requires works to be carried out on the existing (publicly maintained) highway.

1.2 The purpose of this document is to guide Developers through the process of establishing a Section 278 Agreement to ensure highway works are delivered to the satisfaction of all parties. This guide outlines what Developers and MC can expect from each other and the various delivery options that are available to the Developer. MC’s Highway Adoption Team (HAT) support the agreement process and assist with delivery.

1.3 MC is committed to working closely with Developers to achieve:

- The highest quality development possible;
- Efficient and effective delivery of projects for the benefit of all parties;
- Development that is not a financial burden or maintenance liability to MC;
- The delivery of highway works constructed to adoptable standards;
- Minimal disruption to existing highways during construction;
- Delivery in accordance with relevant legislation; and
- Consistent use of acceptable materials via the MC planning process, on the publicly maintained highway.
Section 2 – Legislation

2.1 Section 278 Agreement Legislation

2.1.1 Works funded or executed by any party other than MC on the publicly maintained highway as a result of planning permission being granted, are carried out under Section 278 of the Highways Act 1980:

2.1.2 Section 278 (1) of the Act (as amended by New Roads and Street Works Act 1991) states:

“A highway authority may, if they are satisfied it will be of benefit to the public, enter into an agreement with any person –
(a) for the execution by the authority of any works which the authority are or may be authorised to execute, or
(b) for the execution by the authority of such works incorporating particular modifications, additions or features, or at a particular time or in a particular manner.

on terms that that person pays the whole or such part of the costs of the works as may be specified or determined in accordance with the agreement.”

2.1.3 Section 278 (3) of the Act, states:

“The agreement may also provide for the making to the highway authority of payments in respect of the maintenance of the works to which the agreement relates and may concern such incidental and consequential provisions as to appear to the highway authority to be necessary or expedient for the purpose of the works.”

2.2 Section 278 Agreement & 278 Letter Agreement

2.2.1 Where it transpires that a development would require works to be undertaken on the Public Highway, the Developer would be required to enter into a S278 Agreement. Developers can procure the design and construction of the works from MC HAT, who retain the right to design and arrange construction of any works on the publicly maintained highway.

2.2.2 In some instances a different approach may be more appropriate and options available to developers are described later in this document (Appendix K, 278 Letter Agreement). This will relate to small scale Highway Improvements on an existing Public Highway.
2.2.3 An example of a S278 agreement can be found in - Appendix K. Note that this is an example of an agreement and the Council reserves the right to vary the terms where appropriate. The agreement will set out:

- Details of the improvements;
- Circumstances where the highway layout will change;
- Any programming considerations;
- Developers commitment to meet the costs for the highway works;
- Procurement routes for the design and construction stages;
- MC fees and charges;
- Arrangements for dealing with statutory undertakers, traffic regulation orders, consultation, street lighting, traffic signals and road safety audits;
- Approach to dealing with the Construction (Design and Management) Regulations 2015;
- Security bond for the performance of the Developer's obligations
- Arrangements for design checks and technical approvals (where necessary);
- Approach to reporting (time, cost and completion);
- The Developer's and MC’s obligations under the Agreement;
- Restrictions, construction and maintenance of the works;
- Indemnities and insurance;
- Grant of Easements;
- Consequences of default events;
- Arrangements for statutory undertakers;
- Transfer of land (if applicable).

2.2.4 Before the S278 Agreement can be completed, the Developer must ensure that the works are properly notified to the Health and Safety Executive in accordance with the Construction (Design and Management) Regulations 2015. The Developer must provide written evidence to MC that it has elected to be treated for the purposes of the CDM Regulations as the only client and that it undertakes all the obligations of a Client and will use all reasonable endeavours to ensure that the works are carried out in accordance with the CDM Regulations. The Developer must also provide in writing details of the other appointed CDM titles.

2.2.5 MC HAT may seek payment for future maintenance of the new or revised highway, from the Developer, acquiring monies through “Committed Sums,” where necessary. Committed Sums allow greater flexibility to adopt non-standard materials and other items when development increases future maintenance liability.

2.2.6 The highway layout agreed when planning permission is granted will be regarded as a general arrangement and may be subject to changes as a consequence of subsequent consultation, detailed design and the required MC HAT, approval.
2.2.7 Works associated with a development will not be allowed to commence on the publicly maintained highway until the S278 Agreement is signed by all parties and a Bond of Surety is in place.

2.2.8 It may be necessary in some instances to create new highway for adoption. Where this is required, the works will be subject to a separate agreement under the provisions of Section 38 of the Highways Act 1980.

2.2.9 Further information about Section 38 Agreements can be found in MC S38 Agreements – Policy Document for Highways Adoption:

**Section 3 - Finance**

3.1 **Bond or Surety**

3.1.1 The Developer is required to deposit a Bond or Surety with MC to cover the cost of the highway works, MC fees and charges, and Commuted Sums. This Bond ensures that MC does not incur any costs if the highway works are stalled, changed or aborted by the Developer.

3.1.2 If the Developer fails to carry out or complete the works in accordance with the Developer’s obligations under the agreement, MC, HAT is entitled to carry out or complete the works in default and deduct the proper costs incurred from the Bond/Surety.

3.1.3 All of the bond is based on the estimated Construction value of the whole Highway Construction for the new Development and it is calculated by the MC HAT team, as set out in Section 3.2.

The MC fees and charges element of the Bond will be calculated with MC HAT via the design process for the works. The cost of the highway works must be deposited with MC prior to any works commencing on site.

3.1.4 The Bond will be released back to the Developer incrementally in accordance with Table 3.1, except where a Commuted Sum is due from the Developer as part of the S278 Agreement, where the increments in Table 3.2 will be used instead – if this remains outstanding, the Bond shall not be reduced to a value less that the Commuted Sum.

3.1.5 For 278 Letter Agreements table 3:2 is used:
Table 3.1 Bond Values

<table>
<thead>
<tr>
<th>Stage</th>
<th>Bond Value Reduced to x % of original value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 1 Certificate</td>
<td>85%</td>
</tr>
<tr>
<td>Final Certificate</td>
<td>0</td>
</tr>
</tbody>
</table>

NB: Value of adoptable works does not include fees and charges or commuted sums.

Table 3.2 Bond Values - For S278 Letter Agreements

<table>
<thead>
<tr>
<th>Stage</th>
<th>Bond Value Reduced to x % of original value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part1 Certificate</td>
<td>75%</td>
</tr>
<tr>
<td>Final Certificate</td>
<td>0</td>
</tr>
</tbody>
</table>

3.2 Payment to Medway Council

3.2.1 MC will charge the Developer
- Preparing, executing and managing the S278 Agreement;
- Design Checks;
- Technical Approval via other MC internal teams.
- Inspecting the works on site.

3.2.2 The charge for administration, design checks and site inspection is currently 10% of the estimated adoptable highway works costs calculated by MC HAT (- Appendix N). (Example of Estimated construction costs)

3.2.3 The 10% charge does not include costs associated with checking an approval of:
- Highway Structures;
- SUDS, and non-standard surface water drainage systems;
- Street lighting;
- Geotechnical approval or inspection
- Conducting surveys for inventory information
- Preparing Traffic Regulation Orders:
- Fees and charges associated with Traffic Signal Equipment; and
- Carrying out Road Safety Audits;
- Medway Norse.
- Carry out Traffic Management checks.
- Fee related to any Planning Submission Alterations
- Legal Costs for the Setup of the S278 Agreement.
3.2.4 Additional fees for the services above shall be based on costs incurred provided by each team as shown in (- Appendix L).

3.2.5 The Developer is required to pay MC legal services the legal costs for the drafting and completion of the S38 agreement. (This must be sought direct from them) For fee costs See (- Appendix L).

3.2.6 Before carrying out any Technical Assessment, MC will require an advance payment of £5,000, to cover the following. If however, the S278 is of a small design then this advance payment will be at a minimum of £1,500, and is likely to be covered as a S278 Letter Agreement.

- MC HAT will have a project assessment discussions with the Developer
- MC initial comments on the Developer’s proposals
- Approval or Technical Assessment of design and construction details, including confirmation of street lighting requirements
- Mutual agreement of MC’s fees, charges and Commuted Sums
- Written consultation with Ward Councillors and Executive Members should be at early Planning Decisions.
- Preparation of S278 Agreement; and
- Site supervision / inspections

3.2.7 The £5,000 will be deducted from the overall supervision / administration fee of 10% of the total value of the adoptable works upon completion of the Agreement.

3.2.8 If more than 2 years elapses after issue of the Part 1 Certificate, without the final Certificate being issued, MC will charge a further fixed fee (currently a minimum of £1000), for additional administration and inspection work. The Total cost of this fee will be calculated by the HAM on the amount of outstanding works.

3.3 Commuted Sums

3.3.1 Commuted Sums are necessary when development increases MC future maintenance liability. Typical circumstances where this may occur are:

- Maintenance costs for construction not required for the safe and satisfactory functioning of the highway (including alterations to existing highway only required to serve the development) with no general benefits;
- Maintenance costs for additional features, such as highway structures, ornamental street lighting, traffic signals installations, non-essential street furniture / fencing, grass cutting, public transport infrastructure and landscaping (to include trees);
- Additional maintenance costs for permitted alternative materials and features, for example, bespoke street furniture, that exceeds standard specification crash barriers etc.
- Provision of SUDS (such as flow-attenuation devices, swales and storage areas)
3.3.2 Developers should discuss details of their developments with MC HAM, ideally during pre-planning application discussions. This should be sought by the Developer when in negotiations with MC Planning before a decision is granted. (See Section 4) and with the Highways adoption Manager present.

3.3.3 For an example of a Commuted Sum see Appendix M (this relates to a structure).

3.3.4 Where items, materials or features are not covered by Appendix M, then Commuted Sums will need to be calculated on a site-by-site basis by MC HAM and the Developer / Consultant.

3.4 Public Liability Insurance and Indemnity

3.4.1 Where MC is not constructing the highway works, the Developer must maintain and provide written evidence of public liability insurance in the Developer’s own name to cover claims for injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than (£10,000,000.00) for any one occurrence or series of occurrences arising out of the same event.

3.4.2 The Developer is also required to indemnify MC in respect of any actions, charges, claims costs, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance of the Developer’s obligations under the agreement including (but not limited to):

(a) third party claims for death, personal injury or damage to property;
(b) statutory or other liability for the safety or security of the land, working methods, employment practices, protection of the environment and control of pollution; and
(c) third party claims for unlawful interference with any rights of light, air support, water, drainage or any other easement or right.

3.4.3 The Developer will also be required to indemnify MC in respect of any claims for compensation under section 10 of the Compulsory Purchase Act 1965 and claims under the Land Compensation Act 1973.

Section 4 - Consultation

4.1 The developer may undertake informal consultation with Councillors (Ward Members and Portfolio Holders) during pre application discussions, and discussions may cover the highway works via the MC Planning Process.

4.2 Formal consultation will be undertaken with Councillors when the planning application is submitted. Outcomes of the consultation will be discussed internally and with the Developer, and will inform the Planning Decision and subsequent planning conditions and / or legal agreements.
4.3 MC will undertake the necessary consultation regarding the S278 works with all interested parties, in accordance with MC standard policies and procedures.

4.4 If planning permission is granted and the developer seeks to implement their permission, MC may carry out a further 4 week formal consultation, which may require the scheme to be re-appraised, with:

- Bus operators
- Emergency services
- Taxi operators
- Haulage companies
- Cyclists; and
- Any other interested parties

4.5 A further formal 4 week MC planning consultation period will take place with local businesses and residents. The consultation information will be analysed by MC Planning and details of the outcomes will be provided to the Developer, along with copies to the HAM.

4.6 The Developer will pay all consultation costs regardless of the outcome. All developers should note that abortive work may result as a consequence of consultation.

4.7 Where a development requires changes to an existing Traffic Regulation Order (TRO), creation of a new TRO, or provision of a TTRO to facilitate the works, the Developer shall pay all associated costs, including consultation. Also the cost of any signs or road markings to be installed on the existing public highways or proposed public highways and in the case of 20mph speed limit orders the cost of physical speed restraints. TROs are subject to statutory procedures and the formal consultation stage can be protracted, the outcome of which cannot be guaranteed. Appendix D

4.8 Advice regarding the need, timescales, and likely cost of consultation can be obtained from MC Planning. The Developer needs to consider the implications of consultation when developing a project programme.

Section 5 - Design

5.1 Overall Design

5.1.1 Once planning permission is granted, the developer shall contact MC HAT at the earliest opportunity to arrange a meeting to discuss the delivery of the highway works, within the context of this policy. The design of highway works must be in accordance with MC Standards for which MC HAT utilise the present KCC Design Guide, and will refer also to the present Manual for Streets if/when applicable or required.
5.1.2 All S278 projects will be designed by a Design Consultant which the developer will employ once planning has been agreed.

5.1.3 Road Safety Audits (RSA) of the proposed scheme will be carried out internally via MC’s Road Safety team; A Road Safety Audit (RSA) Stage 1 must be undertaken by the Developer prior to the start of the detailed design (see section 8)

5.1.4 The Developer must provide MC HAT with details of their Design Consultant prior to commencement of the design stage in order to avoid abortive works. The design of the highway works should be carried out in accordance with the timescales stated in the S278 Agreement.

5.1.5 Four (4) weeks typically should be allowed for MC HAT to undertake the Design Check; more complex projects may require additional time. Once all the issues raised by the Design Check have been addressed, MC HAT will write to the Developer’s Design Consultant to confirm that the design is Approved in Principle (AIP). Within this time also, other teams with MC should provide their AIP’S and it will be up to the Developers Consultant or team to ensure these are sought.

5.1.6 The Developer must use MC’s Safety Audit Team. Once the Developer had procured a RSA, they should retain the same auditor for all other audit stages for the development; this is usually the Design consultant. The Developer may commission an external Road Safety Auditor, whose competence must be demonstrated to MC, or use MC Road Safety Audit Team. Once the Developer has procured the Road Safety Auditor, he should retain the same auditor for all other audit stages for the development.

5.1.7 MC HAT must consider the recommendations in the RSA report and determine the need for further consultation and information required from the Designer.

5.1.8 The proposed development must relate to the existing highway boundary, MC design standards and take into account the highway requirements including possible impact on traffic flows and traffic management. The Developer is responsible for ensuring that the developments horizontal and vertical alignments tie back in to the existing highway boundaries, which they impact upon.

5.1.9 Where MC HAT requests the Developer/Consultant to use Standard MC Design Drawings such as New Street Name Plates Refer to Appendix G

5.2 Design: Street Lighting

5.2.1 The Developer and designated Consultant must contact direct MC Street Lighting Manager to ascertain the required street lighting parameters shown in Appendix C & Appendix C1. They must deal with fee payments solely with the Street Lighting Manager and must copy the Ham in on final AIP.
5.2.2 MC Hat Reserves the right to amend details shown in Appendix 3 if Street Lighting gets delayed or the final inspection ratio changes.

5.2.3 Traffic Management

5.2.3.1 The Developer and design Consultants must contact direct MC Traffic Management Team for all proposed works adjacent to existing Highway linked to the 278 design. For Further information on Traffic Management issues please refer to Appendix D

5.2.4 Public Transport

5.2.4.1 For details on Specifications and matters in relation to Public Transport please refer to Appendix H

5.2.5 Street Name Plates

5.2.5.1 For details on Specifications for SNP please refer to Appendix G

5.2.6 SUDS & Highway Drainage

5.2.6.1 The Developer and designated Consultant must contact direct MC Highways Drainage team to have any SUDS or new proposed SUD system, AiP’d. For Suds Information see (Appendix F1) along with Highway Drainage Appendix F.

5.2.7 Waste Management

5.2.7.1 The Developer and designated consultant must contact direct MC Waste Management Team to ascertain, their waste management plan. Appendix I

5.2.8 Landscape (Norse)

5.2.9 For further details on landscaping and associated costs/ Commuted Sums please refer to Appendix E

5.3 Design: Traffic Signals

5.3.1 Where traffic signals are required, the design will be checked and AiP by MC’s Traffic Signals Team. Refer to Appendix B

5.3.2 Developers should be aware that the check and approval required under clause 5.3.1 may not meet the required timescales under the S278 Agreement.
5.4 Design: Highway Structure

5.4.1 If the development includes a structure where any of the following apply:-

- Structure will be offered up for adoption;
- Structure supports the publicly maintained highway;
- Structure supported by the publicly maintained highway.

The Structural details must be submitted to MC Highway Structures Team for Technical Approval. The approval will be undertaken in the timescales stated in the S278 Agreement.

5.4.2 The Developer and design Consultant must contact direct the MC Tunnel Manager/ Structure Engineer to determine the agreed AiP for new Structures Via Appendix J.

5.5 Design - By Developers Consultant

5.5.1 The Developer must provide MC HAT with details of the external designer who has relevant experience and capability. Information provided must be detailed enough to allow designer competency to be assessed. MC HAT will write to the Developer confirming designer’s acceptability, or request for an alternative.

5.5.2 MC HAT will meet with the Designer to determine whether consultation will be necessary and to confirm the information that will need to be provided by the Designer to allow this to happen. The Designer must provide sufficient information to MC HAT so as to allow the consultation to commence.

5.5.3 The design of the highway works shall be carried out in accordance with the timescales stated in the S278 Agreement.

5.5.4 Via all consultations on design issues, the Developer will be provided MC HAT with:

- Consultation Programme
- Consultation Outcomes and
- Consultation affect on scope of S278 works.

5.5.5 On completion of the Detailed Design, a Road Safety Audit Stage 2 shall be undertaken in accordance with S278 Agreement and clause 5.1.6 of this policy.

5.5.6 If the design needs modification to accommodate the recommendations set out in the audit, then the Designer will provide the Developer with the impact upon the programme and cost implications of the required modifications.

5.5.7 Once the detailed design is complete, the Designer shall provide the design information to MC HAT, who will then undertake a formal Design Check (AiP).
5.5.8 The Design Check is undertaken to the timescale stated in S278 Agreement. Details of design modifications required by MC HAT will be provided to the Designer. Once all modifications have been addressed, MC HAT will write to the Designer accepting Detailed Design.

5.6 For the S278 Agreement, 9 scaled colour copies of the proposed Additional adoption layout plan shall be submitted to MC HAT by the Developer or their Consultant.

5.6.1 For Technical Approval, the following information will be provided to MC HAT by the Developer or their Consultants;

- 2 copies of the:
  - Layout Plan.
  - Setting out Plan.
  - Longitudinal and Cross-Sections; and
  - Surface Water Drainage Drawings.
  - Construction Drawings.
  - Street Lighting Drawings.
  - Turning Circle Drawings.
  - Landscaping Drawings.
  - Structures (if applicable).

- 1 copy of the Planning Approval (Decision Notice)

5.6.2 The layout plan provided by the Developer should be drawn to 1:500 scale and incorporate a location plan, drawn to 1:1250 scale, as appropriate. The Layout Plan must incorporate the existing highway layout, with the new layout placed on top. New Surface Water Drainage shown in Blue, Easement Access shown in Yellow, All new Highways and Footways coloured pink/ hatched and new soft landscaping/Trees coloured green.

5.6.3 The following details should be shown on the layout plan referred to in clause 5.9.2:

- Details of Existing sewers and surface water drains (private and highway)
- Landscaping details;
- Signing and road marking details;
- Retaining wall details and other highway structures;
- Carriageway and other associated dimensions;
- Junction visibility and forward visibility splays;
- Horizontal and vertical alignment; and
- Street lighting.
5.6.4 Any previous Road Safety Audits and Designer’s response must be provided (see Section 9) to MC HAT by the Developer or Consultants.

5.6.5 A Geotechnical Report (including CBR test results at formation) and details of any statutory undertakers’ service protection or diversion works must be provided to MC HAT by the Developer. (This only applies if the existing Highway is being extended).

5.6.6 Any other relevant information received from the Planning Process will also be required from the Designer / Consultant and passed to the HAT.

5.6.7 Developers Designer / Consultant to contact MC HAT regarding a meeting to discuss further documents to be provided to other MC teams to move forward the procurement of the S278 process.

Section 6 – Construction of Highway Works

6.1 Construction - General

6.1.1 MC HAT will not allow any works to commence on the publicly maintained highway until the following processes and procedures have been completed.

- All Statutory Procedures completed;
- All non-statutory consultation processes completed;
- Technical Approval given for structure(s) within / abutting the highway;
- All Design Checks satisfactory completed;
- Road Safety Audits (up to RSA Stage 2) satisfactorily completed (if required);
- All necessary fees/payment made to MC;
- Section 278 Agreement has been signed.
- Confirmation that adequate Bond Provided;
- Written confirmation from Developer agreeing to pay Commuted Sum;
- Written confirmation that Developer had contacted Health and Safety Executive (see Section 7);
- MC HAT S278 Officer provided with approved drawings for site inspections; and
- MC HAT has approved the Highway Works Contractor.
- MC HAT will not inspect any of the works until the above conditions have been met. Any works constructed before this time will be subject to retrospective inspections as the developer's expense, which may include excavations to expose construction depths and materials used.

6.1.2 MC HAT will provide the Developer with approval to commence the highway works. MC HAT will also agree a construction programme with the Developer that balances the needs of local business and residents.
6.1.3 MC HAT will issue a Certificate No 1 to the Developers Contractor on agreement, that highway construction works are substantially complete.

6.1.4 The Certificate No 1 will not be issued if the actual tie in levels between the development and the publicly maintained highway result in MC highway design standards being compromised. The Developer will be responsible for any remedial works.

6.1.5 MC HAT will issue a final completion Certificate to the Contractor at the end of the 12-month Maintenance Period subject to the Contractor correcting any outstanding defects. The maintenance period commences when the Certificate No 1 is issued.

6.1.6 The issuing of the Certificate No 1 and the Final Completion Certificate has implications for the Developer with regards to maintenance and fulfilling their planning obligations. These implications will vary depending upon the procurement route adopted.

6.2 Site Inspections

6.2.1 MC HAT will inspect the highway works via a Clerk of Works (CoW) to check that they are being constructed in accordance with the approved drawings and to the appropriate specification. Sufficient advance notice must be given to the MC CoW for any item of adoptable highway work being constructed on site and requiring approval. The CoW and HAT must be given access to the highway works at all time, and any site inspections carried out will be done so at no cost to MC.

6.2.2 If unforeseen issues arise, the COW or HAM will discuss possible solutions with the Contractor/Consultant. However, it is the responsibility of the Developer to instruct the highway works Contractor, and make sure that the works are satisfactorily completed in accordance with MC HAT requirements.

6.2.3 If MC’s contractor constructs the highway works, MC will be responsible for the day to day supervision of the construction of the highway. If unforeseen issues arise, MC will be responsible for instructing the contractor, and making sure that the works are satisfactorily completed in accordance with MC’s requirements.

6.2.4 It is the responsibility of the Developer’s Contractor to provide, at their own expense, details, laboratory reports, and / or material analysis as requested by MC CoW or HAM. The Developer’s Contractor must be able to prove the technical suitability of any proposed construction material.

6.2.5 Before any works start on site the HAT plus CoW’S must be invited to site “Tool Box” safety induction talk in conjunction with their required CSCS cards. It is the developers responsibility to have this available on site as part of their health and safety plan. They must contact MC HAM to organise this.
6.3 Construction – Traffic Signals

6.3.1 All Traffic Signal works will have a design Check, installation Check, configuration Check and commissioned by MC Senior Traffic Signals Engineer and paid for by the Developer. The supply of traffic signals and installation works will be undertaken to fit in with the developments construction programme.

6.3.2 The Traffic Signals Team shall be given a minimum of 12 weeks’ notice requesting the installation of any permanent standard equipment. The notice period for non-standard equipment is likely to be longer and will necessitate more detailed discussions.

6.3.3 Traffic Signals Team must be allowed access to the site when necessary at all reasonable times to inspect cables, ducts, poles or other apparatus associated with the installation.

6.4 Construction – Street Lighting

6.4.1 The Developer and designated Consultant must contact direct MC Street Lighting Manager to ascertain the required street lighting parameters shown in Appendix C. They must deal with fee payments solely with the Street Lighting Manager and must copy the Ham in on final AIP. See Appendix C & Appendix C1

6.5 Construction - Road Safety Audit

6.5.1 On completion of the highway works the Developer must commission Medway council road safety audit team, known As a Safety Audit Stage 3.

6.5.2 The recommendations in the RSA report referred to in clause 6.5.1 must be considered by the Developer, Designer and MC. Any modification to the highway works must be undertaken as part of the remedial “snagging” works within the 12 month Maintenance Period.

6.5.3 On completion of the 12 month Maintenance Period the Developer must commission a Road Safety Audit Stage 4 and the recommendations in the RSA report must be considered by the Developer, Designer and MC (see Section 8). Modification to the highway works must be undertaken prior to the issue of the Final Certificate.

Section 7 - Health and Safety

7.1 Before the S278 Agreement can be signed, the Developer must provide written proof to MC HAT that the Health and Safety Executive has been informed that they are the appointed Client for the works, in accordance with the CDM Regulations.
7.2 As Client for the works, the Developer must:

- Appoint a CDM Co-ordinator;
- Verify the competence of the parties involved in the project; and
- Ensure sufficient resources exist to undertake the highway works.

7.3 The Developer must ensure compliance with the current CDM Regulations.
   The Developer must provide MC with an electronic copy of the Health and Safety file on completion of the highway works. This must comply with the requirements in the CDM Regulations.

7.4 MC will not consider or authorise the release of the remaining Bond on completion of the construction until the Health and Safety file has been provided by the Developer.

Section 8 - Road Safety Audit

8.1 Application

8.1.1 A Road Safety Audit (RSA) is the staged evaluation of changes to the highway during design construction and operation. It looks to identify potential safety hazards that may affect any road user.

- Stage 1 evaluates the Planning Scope.
- Stage 2 Evaluates the Design
- Stage 3 is carried out as soon as possible after measures become operational.
- Stage 4 is carried out approximately 12 months after the measures become operational.

8.1.2 A RSA considers the road safety implications of all measures and their impact on the highway network – the effects on all road users are considered. Particular attention is paid to the effects on vulnerable groups, for example the very young, the elderly, people with a disability and more generally pedestrians, cyclists, and riders of powered two-wheeled vehicles.

8.1.3 A RSA may be applicable to a particular junction or section of the network. However, it is important that the road safety implications of the measures being proposed are considered, along with any impact on adjacent or other parts of the network.

8.1.4 A RSA does not consider non-road safety related issues and is not a technical check. However, in order to clearly explain a safety problem or make a recommendation to resolve a problem, the audit may make reference to design standards.
8.1.5 A RSA is not to be used:

- As a means of selecting between various design options under consideration;
- To query why other measures are not being proposed; and
- To comment on the effectiveness of the proposals where there are no adverse safety implications.

8.2 RSA Stages

8.2.1 A RSA shall be undertaken after the completion of three specific stages of project development, which are: (See Appendix A for associated costs)

<table>
<thead>
<tr>
<th>Stage 1:</th>
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<tbody>
<tr>
<td>A Stage 1 RSA must be commissioned by the Developer as soon as possible after completion of the preliminary design. The design should be sufficiently progressed so that all significant features are clearly shown. This is likely to have been undertaken prior to defining the scope of the S278 works. The Developer will provide the HAM with the Stage 1 report prior to the start of detailed design.</td>
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<th>Stage 2:</th>
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<tr>
<td>The Developer must commission a Stage 2 RSA upon substantial completion of the details design and before the preparation of works orders or tender documents. The design should be sufficiently progressed so that it could be constructed within the information produced to that point. Once the Developer had provided the HAM with the Stage 2 report, the detailed design can be completed in line with recommendations.</td>
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<th>Stage 3:</th>
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<tr>
<td>A Stage 3 RSA must be commissioned by the Developer just before or just after the issue of the Practical Completion Certificate depending upon what is most appropriate. The timing will be dictated by the earliest opportunity to observe actual road user behaviour.</td>
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</tbody>
</table>

On occasions it may be necessary to carry out an RSA before the road is (re)opened to traffic, that that any identified issues can be addressed prior to (re)opening. The need for this will be discussed with the Developer and should be included in the Section 278 agreement.
Stage 4:

The Developer must commission a Stage 4 RSA just before the issue of the Final Completion Certificate depending upon what is most appropriate. The RSA should take account of actual road user behaviour and the following data will be analysed:

- Locations at which personal injury collisions occurred;
- Personal injury collisions that appear to have similar causes or show common factors; and
- How the scheme may have affected collision patterns and rates.