



**Memorandum of Understanding between
Cambridgeshire County Council and Sustrans**

For

The 2013 - 2014 Cycle Safety Fund

X004 – Catholic Church Junction

Signed by:

Signed by:


Cambridgeshire County Council


Sustrans

Date: 3.6.13

Date: 13/5/13

MoU prepared by PH - date June 2013

1. Introduction

This Memorandum of Understanding is between Cambridgeshire County Council and Sustrans.

It defines the working arrangements between the Parties for delivering the Cycle Safety Fund programme funded through the Department for Transport.

2. Agreement

The parties agree that the objectives in this document are not intended to create legally binding rights and obligations between them, but that they are to be construed primarily as a memorandum of aspirations for the duration of project delivery (up to March 31st 2014).

3. Sustrans funding for the Cycle Safety Fund

Sustrans has allocated £450,000 from its overall grant towards your project. The funds are to be spent and all related works complete before 31st December 2013 and all grant to be claimed by the end of March 2014 unless agreed in advance.

This grant will be matched by Eligible Expenditure (external funding) assembled as agreed by the Grant Recipient such that this Cycle Safety Fund grant will be a maximum of 50% of the total project cost. Works related to match funding should also be completed by 31st December 2013 unless agreed in advance.

Conditions apply to the award and the Grant Recipient accepts these conditions when accepting the award.

4. Objectives

Department for Transport funding is hereby made available specifically to provide safer cycling facilities. The investment aims to address junctions or stretches of highway where there has been a poor cyclist safety record, or places where cyclists avoid because of the risks face and/or where they experience severance. The approved scheme should provide a safe and sustainable means of access to community destinations and facilities, integrated into the wider local cycling and walking networks.

5. The Project

The project consists of works (inc. signing) as detailed in Appendix A, MoU Schedule of Works (Physical Characteristics).

The Grant Recipient will agree in advance with Sustrans any significant changes to the Project as approved and recorded in the MoU Schedule of Works. Any significant changes to the scheme must be recorded in a revised version of the MoU Schedule of Works. Sustrans will use its best endeavors to support all changes in design and delivery that enhance the quality and extent of the project.

6. Value for Money and Procurement Requirements

The grant recipient must make best endeavors to secure value for money in all purchases of goods and services made for the purposes of the Project. The grant recipient must obtain quotes for the provision of all goods and services with a cost of £500 or more, and if practicable where the cost is £5,000 or more it must obtain at least 3 written tenders. If the grant recipient follows a single tender procedure, for example, where the value of a contract is very low or where there is only one supplier

capable of providing the goods or services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate.

The grant recipient must take all reasonable steps to ensure that they have complied with the requirements of the EC Procurement Directives. In relation to the supply of goods and services, these requirements are implemented by the Public Supply Contracts Regulations 1995 (S.I.1995/201) and the Public Services Contracts Regulations 1993 (S.I.1993/3228), and are subject to thresholds specified by reference to the value of the transaction. Although the Regulations apply primarily to public sector bodies, they may also apply to the procurement of goods and services by a private person where more than 50 per cent of the consideration is contributed by a public sector body.

7. Project Management

As part of this MoU, Sustrans will apply 'gateway management' to the infrastructure elements of this programme. Gateway management means that at several key stages (listed below) Sustrans expects to be provided with documents properly setting out the stages detailed below for comment/discussion. Where the grant recipient does not seek Sustrans views at those key stages the grant recipient may be in contravention of the MoU and may put at risk payment of the grant. The gateway stages are:

- Work programme (including actual start and finish dates) as a Gantt chart
- Feasibility / Options appraisal report
- Planning applications and TRO applications (if applicable)
- Design drawings and specification for tender/construction

If at any time Sustrans has reasonable grounds for believing that the grant recipient will not deliver the scheme as described in the MoU, it will advise the Grant Recipient that the project is 'at risk'. Being 'at risk' means a project may not receive funding to complete the scheme or deliver specific elements of the scheme. Where a scheme is 'at risk', the Grant Recipient shall provide a management action plan to Sustrans within 14 calendar days to demonstrate how the scheme will be delivered to Sustrans satisfaction. A project will remain 'at risk' until Sustrans is reasonably satisfied that it can be delivered in accordance with this MoU. Any project remaining at risk for more than 6 weeks may be removed from the programme and no grant paid.

A project may also be defined as being 'at risk' if:

- The completion date is deferred until after December 2013 or other evidence that the delivery date is delayed from initial estimates without strong evidence that any revised timetable will be met.
- A party is not meeting gateway management stages for infrastructure
- A quarterly progress report is more than 4 weeks overdue.

8. Reporting arrangements

Sustrans will be responsible for monitoring progress against agreed milestones. Cambridgeshire County Council will prepare regular progress reports for Sustrans to approve and submit to DfT. Quarterly project reports will be required from Cambridgeshire County Council

Cambridgeshire County Council will alert Sustrans to significant changes in any individual scheme scope, timetable or cost in a timely fashion.

9. Integration with other Programmes for Maximum Benefit

Sustrans want to ensure that the Cycle Safety Fund programme is progressed within the wider context of mutually supporting schemes including town wide cycling routes, good cycle storage, Bike It programmes for staff and parental support, Bikeability cycling training, Active Travel, Personalised Travel Planning and other relevant programmes. The Grant Recipient will undertake to promote these wherever possible.

10. Standards

The Grant Recipient accepts that the objective of this programme is to create a high quality environment around stations that will positively encourage walking and cycling. To this end, the routes created should conform to the standards and best current practice as set out in the Connect2 Greenway Design Guidelines, National Cycle Network Guidelines and Practical Details, Edition II and Cycling Infrastructure Design (DfT LTN note 2/08)

- Particular requirements include:
- Any paths should be for shared pedestrian and cyclist use and built to a minimum of 3.0m wide.
- Continuity at road crossings and along highways shall be provided. Cycle lanes and footways should be continuous through junctions.
- At crossings, kerbs shall be flush (+/-6mm). Standard drop kerbs will not be acceptable.
- Lighting columns are to be set back from the path, not placed within the surfaced width.

All construction, services and facilities provided by the project shall conform to the plans and specifications provided to, and approved by Sustrans as part of the gateway submissions.

The Grant Recipient shall ensure at all times that any works covered by the project conform to the relevant statutory obligations, bylaws, planning consents and building regulations.

The Grant Recipient is required to produce a signing schedule erect the signs as in the signing schedule. Where appropriate the project is to be signed as the National Cycle Network, in accordance with Sustrans signing standards (available on request) and a National Cycle Network route number is to be agreed with Sustrans.

The Grant Recipient take all reasonable steps to ensure that they or anyone acting on their behalf under the Project complies with the law currently in force in the united Kingdom, in particular, they shall comply with the requirements of the Health and Safety at Work Act 1974, Data Protection Act 1998, the Human Rights Act 1998, The Sex Discrimination Act 1975, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000 and the Disability Discrimination Act 1995. The Grant Recipient and Sustrans will assist each other, and the public, in meeting any statutory Freedom of Information requirements.

11. Evidence of Completion

It is a condition of grant payment that the Grant Recipient must supply, accompanying the claim for payment, a selection of digital photo images for Sustrans use of the completed works, illustrating the general technical quality of the route, highlighting any key features (such as crossing points, interface between greenway and highway etc). Photos should also provide evidence that the completed route is open and is in use by the general public.

Sustrans shall be entitled to inspect a route and facilities for the purpose of ensuring compliance with this MoU. The Grant Recipient shall provide, as required by Sustrans, any relevant books, documents, records and audited accounts.

12. Scheme Monitoring

It is a Condition of this grant that an appropriate monitoring programme is put in place by the Grant Recipient at each scheme. The grant recipient is required to discuss monitoring and evaluation of the scheme with Sustrans' Research and Monitoring Unit.

The information produced by the monitoring programme will be available for use by Sustrans and the DfT.

13. Communications, openings and publicity

Sustrans and the grant recipient will endeavor to maximise positive publicity for the work undertaken throughout the life of the project.

14. Sharing learning

The Grant Recipient should provide the necessary staff time for staff who are involved in these or similar schemes to attend a technical workshop, hosted by Sustrans, which will be in conjunction with other grant recipients for the purposes of ensuring that the standards set out in the above document are realised and that the latest best practice is disseminated. Up to three places for staff to attend the workshop will be made available.

15. Finance

Signing the Memorandum of Understanding indicates acceptance of the offer of grant, and acceptance of all conditions outlined in this document.

The grant may be paid in installments related to progress of the work.

Final Grant payments will not normally be paid before completion of the work, to the satisfaction of Sustrans Ltd, and after a site inspection by a person authorised by Sustrans Ltd on their behalf.

Claims for payment of grant must be supported by evidence of costs incurred, and certified by a Principal Finance Officer for the Grant Recipient.

The offer of grant is made on the understanding that, in the course of making the application, the Grant Recipient will have disclosed to Sustrans Ltd any financial contribution received or expected from any other body. In so far as any such contributions may not have been disclosed prior to Sustrans Ltd's offer, it may vary or cancel its offer to take account of them.

Sustrans will not pay any grant unless the defined scheme is delivered as set out in this MoU and the MoU Schedule of Works (or agreed revisions)

16. Maintenance / Replacement

Unless otherwise agreed with Sustrans, the Grant Recipient shall be responsible for ensuring satisfactory maintenance of the facilities.

The Grant Recipient shall be responsible for restoring or replacing any facilities which may be damaged or destroyed through fire, theft, accident, storm flood or tempest, or through malicious damage.

17. Access

The Grant Recipient shall permit access by the general public at all reasonable times to the cycle route, facilities and associated areas as defined on the plans submitted with the application

18. Change of Use or Disposal

The Grant Recipient shall not materially alter or change the use of, or sell, or dispose of all or part of the facilities, except with the prior written permission of Sustrans Ltd for twenty-five years from the opening of a walking and cycling route or payment of the final installment of the grant.

19. Acknowledgement

The Grant Recipient shall, in agreement with Sustrans, acknowledge the grant in the appropriate way such as publicity, signing etc. Sustrans, the DfT, Parties and agencies employed by them will be free to refer to grants offered either generally or for specific projects in their material.

During any construction the grant recipient is to erect a public facing information board stating the aims of the scheme, acknowledging the funders, Sustrans et al and, where appropriate, that the scheme will form part of the National Cycle Network

20. Indemnities

The Grant Recipient shall be responsible for meeting any negligence and public indemnity claims arising out of work it has carried out through this funded programme and shall indemnify Sustrans against all costs claims and expenses relating to negligence or public liability, except to the extent that such claims and expenses result from an act or omission of Sustrans.

The Grant Recipient shall comply with the conditions and covenants in the lease/licence etc. under which Sustrans Ltd currently holds the land on which the project is sited, if relevant, and shall indemnify Sustrans Ltd against all costs, claims and expenses relating to any breach of such conditions and covenants.

The Grant Recipient shall act as client of the scheme for the purposes of the CDM Regulations (2007)

21. Termination of MoU arrangement

DfT have reserved the right to terminate the funding agreement with the Cycle Safety Fund Programme by giving three month's written notice to Sustrans. In this event, Sustrans reserves the right to terminate this MoU with Cambridgeshire County Council, and on receipt of written notice from the DfT, Sustrans will inform Cambridgeshire County Council within 7 days of receiving the termination notice from DfT.

22. Breach of MoU terms

In the event of a material breach of this MoU by the grant recipient, Sustrans may revoke the offer of grant, or may vary the amount of grant to be paid, or, where the grant or a portion of it has been paid, may require the amount paid to be repaid in full or in part, with interest, at the rate then currently specified by the Treasury for debts owing to Government Departments.

23. Dispute resolution

In the event of any disagreement or dispute between the Parties arising out of any matter relating to or arising out of this MoU then the following procedure shall be followed:

The Parties shall in the first instance seek to resolve the matter by discussions between the individuals directing their project team.

If the disagreement or dispute is not resolved as above the Parties shall seek to resolve the matter by discussions between their chief executive officers.

If the disagreement or dispute is not resolved by the above, or if either party believes that it is unlikely to be resolved in such manner, the matter may by agreement between the Parties be referred to mediation by a neutral third party acceptable to both Parties.

**Cycle Safety Fund – Memorandum of Understanding
Schedule of Works X004 – Catholic Church Junction**

The above scheme is to be delivered in accordance with the Memorandum of Understanding and the construction schedule as laid out in the 2013/14 Cycle Safety Fund application form (and subsequent revisions):

Construction start date: July 2013
Construction finish date: September 2013

In order to receive the Cycle Safety Fund grant, the scheme must:

Have finished by before 31st December 2013 and all grant to be claimed by March 2014 unless agreed in advance.

Any exceptions to this must be agreed in advance and in writing with Paul Hilton, Senior Project Officer, Links to Communities.

All works to adhere to the proposals shown below, unless otherwise agreed in advance:

Physical Characteristics:

- Advanced stop lines on all four approaches, with approach lane on Hills Road, and best arrangements for approach lanes (as feasible) on Lensfield Road, Regent Street and Gonville Place approaches
- Removal of central reserve in Hills Road to allow reallocation of road space to accommodate cycle approach lane. Relocation of pedestrian islands and marginal widening of footway, northwest corner.
- Resurfacing of junction and new road markings.
- Refurbishment and replacement of traffic signal equipment, including advanced green timing for cycles on all arms, subject to DfT consent.

All designs, preliminary and final (and any subsequent changes and revisions) must be agreed with Rohan Wilson, Sustrans Area Manager.

