

Note 1: This is a pre-planning s278 where the works are in excess of EU Procurement levels. Approval will need to be sought **prior** to works commencing (see Standard Condition 18)

**DATED** 23 MARCH **2021**

**OXFORDSHIRE COUNTY COUNCIL**

-and-

**PEARTREE OXFORD LIMITED**

-and-

**THOMAS WHITE OXFORD**

-----  
Agreement relating to highway works at Oxford North to be undertaken  
by Developer  
-----

JC/53922

Anita Bradley  
Head of Law & Governance and Monitoring Officer  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND



**THIS DEED** is made on the *Twenty Third* day of *March*

Two Thousand and Twenty One

**BETWEEN:-**

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) **THOMAS WHITE (OXFORD) LIMITED** ("the Developer")
- (3) **PEARTREE OXFORD LIMITED** ("Peartree")

1. **Interpretation**

In this Deed:-

1.1 "A40 Works" means highway improvements to the A40

which shall comprise:

1.1.1 Eastbound bus lane

1.1.2 Bus stops - two new pairs of bus stops with waiting facilities and Real Time Information displays.

1.1.3 Cycle lanes - 2 metre wide cycle lanes in both directions. These will take the form of stepped cycle lanes providing a segregated facility

1.1.4 Shared use paths - 3 metre wide paths on either side of the A40 to provide high-quality routes for pedestrians and cyclists

1.1.5 Junctions to serve the Canal side and Central parcels

1.1.6 Toucan crossings - controlled pedestrian / cycling crossings provided at the signalised junction on the A40 connecting with the on-site link road. A further

controlled crossing provided towards Wolvercote roundabout to connect with the walking routes provided through the site connecting to the Public Rights of Way which lie to the south of the development site and connect with Wolvercote

1.1.7 Speed reductions - speeds are proposed to be reduced to 30 miles per hour from Duke's Cut to Wolvercote roundabout

1.2 "the 1980 Act" means the Highways Act 1980

1.3 "the 1990 Act" means the Town and Country Planning Act 1990

1.4 "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed required under Condition 29 of the Standard Conditions

1.5 "Certificate of Completion" means a certificate issued under Condition 30 of the Standard Conditions

1.6 "the City Council" means the Oxford City Council of St Aldates Chambers, 109 – 113 St Aldates, Oxford OX1 1DS and any successor to its statutory functions as district planning authority

1.7 "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority or county planning authority and any duly

appointed employee or agent of the Council or such successor

- 1.8 “the County Works” means the Works (Peartree Interchange Works) as described in Schedule 2 to this Deed
- 1.9 “the Dedication Plan” means such plan or plans as the Developer and/or Peartree and the Council as the case may agree necessary and appropriate to show the dedication land to be provided in respect of any of the Works
- 1.10 “the Developer” means said Thomas White (Oxford) Limited (company registration number 09602528) whose registered office is at 8 King Edward Street, Oxford, England, OX1 4H and its successors in title and assigns
- 1.11 “Floorspace” means the GIA of any employment space (Use Class B1) comprised in the Development
- 1.12 “including” means including without limitation and ‘include’ shall be construed accordingly
- 1.13 “Link Road” means the Interim Link Road or Final Link Road whichever is constructed at the date the relevant Works are carried out
- 1.14 “the Off-Site Works” means such part of the Works (if any) as is to be executed outside the Land
- 1.15 “Peartree” means the said Peartree Oxford Limited (company registration number 0970273) whose registered office is 8 King Edward Street, Oxford, England, OX1 4HL and its successors in title and assigns

- 1.16 “the Section 106 Agreement” means the deed of planning obligation between the parties hereto and Oxford City Council and entered into on the date hereof
- 1.17 “the Standard Conditions” means the Council’s Standard Conditions for the Control of Highway Works in Conjunction with Development (2016 Edition) a copy of which is annexed to this Deed
- 1.18 “Technical Approval” means the certificate issued by the Council following its audit of the technical details of the Works submitted for approval by the Developer
- 1.19 “the Works” means the works specified in Schedule One and shown in the Works Plan comprising the following elements:
- 1.19.1 Works (A44 Interim Works) (as defined in the Schedule at (1) (a);
  - 1.19.2 Works (A44 Full Works) (as defined in the Schedule at (1) (b);
  - 1.19.3 Works (Safer Routes to School) (as defined in the Schedule at (1) (c) ;
  - 1.19.4 Works (Peartree Interim Scheme) (but only if the Developer elects to carry out the same as provided for in clause 5.3) (as defined in the Schedule at (1) (d);
  - 1.19.5 Works (A40 Bell Mouths) (as defined in the Schedule at (1) (e)

AND

each element of the Works includes preparatory and ancillary works and amenity and accommodation works as specified in Schedule One; and

references within this Deed to the various elements of the Works are to those elements as set out in Schedule One;

1.20 “the Works Plan” means the following drawing(s) numbered as set out below and annexed to this deed:

1.20.1 21714/5571/007 Rev C showing the Works (A44 Interim Works)

1.20.2 21714/5571/002 Rev C and 21714/5571/004 Rev B showing the Works (A44 Full Works)

1.20.3 21714/5510/SK081 and Oxford North - Godstow Road Pedestrian Improvements - 06/06/18 showing the Works (Safer Routes to School);

1.20.4 21714/5571/SK004 showing the Works (Peartree Interim Scheme); and

1.20.5 Aecom drawings 60614745-A40-DWG-30-DD-C-DEV-0101 and 60614745-A40-DWG-30-DD-C-DEV-0102 showing the Works (A40 Bell Mouths)

1.21 Words defined in the Section 106 Agreement which are also used in this Deed shall have the same meaning in this Deed as they have in the Section 106 Agreement (unless the context requires otherwise) including as provided for in clause 2.7 of the Section 106 Agreement PROVIDED THAT

for ease of reference those plans appended to the Section 106 Agreement which show the Land and the Site are appended also to his Deed

1.22 Any reference to an enactment includes any amendments to or modifications of it and the version of it for the time being in force shall apply

1.23 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation

1.24 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed

1.25 Where the context so requires:-

1.25.1 the singular includes the plural and vice versa

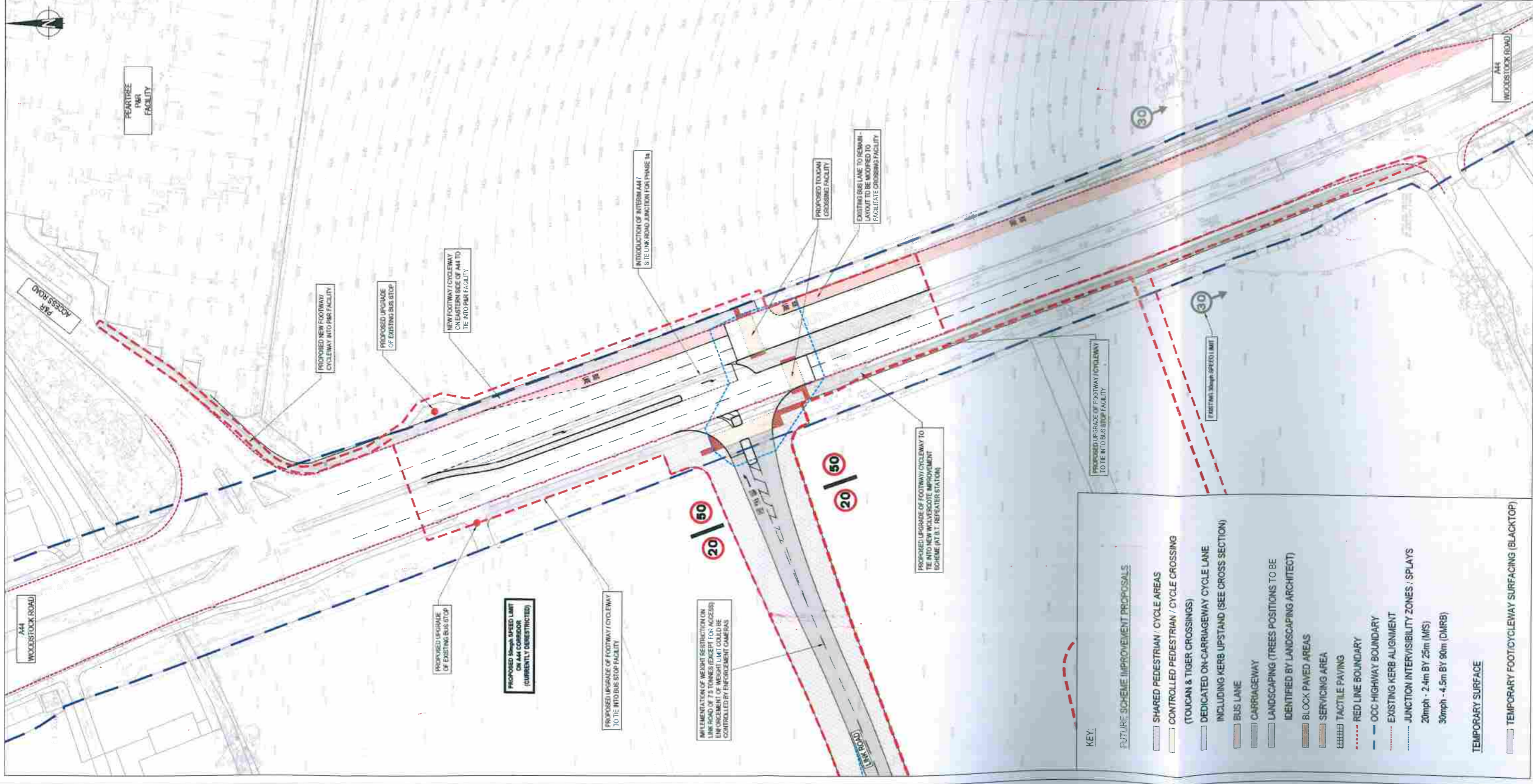
1.25.2 the masculine includes the feminine and vice versa

1.25.3 persons includes bodies corporate associations and partnerships and vice versa

1.26 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

1.27 Where any provision in this Deed requires any element of the Works to be completed by a particular time or event this means physically completed and ready for maintenance and





- NOTES:**
- The layout is subject to detailed design, ground investigations, results & earthworks modelling, and utilities & services.
  - The detailed design layout will be designed in accordance with all relevant design guidance and standards.
  - This drawing should be read in conjunction with all relevant associated documents.
  - The site of the drawing does not abrogate the client from their responsibilities in regards to health & safety and CDM regulations.
  - Design based on Topographical Survey Data provided by Woods Hatched Ltd.

**A44 Woodstock Road**

- The existing A44 highway is a dual carriageway major link road with a demarcated national speed limit of 70mph.
- The carriageway is generally 6.5m - 11.0m wide and consists of 3.25m - 3.65m running lanes.
- There is a southbound bus lane from the PAR junction towards Watlington Roundabout to the south.
- There is currently a signalised junction of the PAR access road and a bus priority advance signal at the termination of the bus lane on the approach to Watlington Roundabout.
- The road is bounded on both sides of the carriageway by grass verges and vegetation and an existing footway/cycleway on the eastern side of the road facing Watlington Roundabout.
- A recently completed Oxfordshire County Council improvement scheme at Watlington Roundabout provides signal controlled pedestrian / cycle crossing facilities and an increase in public capacity.

**DESIGN SPECIFICATION**

**Scheme Design**

The proposed design speed for the relevant sections of highway is shown on the drawings. The layout of the Footway, Wheelchair, A44 and A40 corridor schemes and the corresponding design speed have been designed in accordance with DMRB - TD 5004 - The Geometric Layout of Signal Controlled Junctions and Signalised Roundabouts, DMRB - TD 5007 - Highway Link Design and TD 2105 - Cross sections and Headroom.

Footway and cycle facilities have been designed in accordance with DT guidance standards and Local Transport Notes.

The site link road and on-site highways are all subject to a speed restriction of 20mph and will be designed in accordance with Manual for Streets.

**Road Resurfacing Systems**

An assessment of the need for road resurfacing systems for the highway will be undertaken in accordance with TD1805 at a more detailed design stage.

**Road Lighting**

Road lighting currently exists on the local highway network. The construction of the proposed schemes and junctions will introduce additional 'void' areas and will therefore be upgraded to a higher lighting specification. The highway will need to be lit in accordance with TD 5407 - Design of Road Lighting for the Strategic Motorway and All Purpose 'Trunk Road' Network.

The road lighting levels will be determined by following BS EN 13201-2015 Road lighting performance requirements and will be covered in a separate note to this drawing.

**Traffic Signs**

The design and position of the road signs and markings have not been undertaken at this stage, but will be designed as part of the detailed design process. Indicative road markings have been shown on the plans to identify lane usage and carriageway widths. Signage will be kept to an absolute minimum on the corridors and junctions.

The signs will primarily consist of:

- Advanced directional signs on the approaches to the junctions
- Speed and warning signs on the approaches to junctions
- Bus, cycle and pedestrian signs as necessary.

The use of consistency side columns and sign posts in BS EN 12367:2007 will be specified at the detailed design stage.

**Pavement Construction**

The proposed junctions to be of flexible pavement construction designed in accordance with DMRB Volume 7, section 7.4 - Design and Construction. As current pavement designs are based on performance based design, the proposed pavement design will be based on performance based design and HBM base system, as per TD 2506.

**Highway Drainage**

The existing carriageway are drained via a traditional kerb and gully systems. The proposed drainage for the highway schemes will be designed in accordance with DMRB Volume 2 Section 2 - Drainage and will be covered in a separate note to this drawing.

**KEY:**

**FUTURE SCHEME IMPROVEMENT PROPOSALS**

- SHARED PEDESTRIAN / CYCLE AREAS
- CONTROLLED PEDESTRIAN / CYCLE CROSSING (TOUCAN & TIGER CROSSINGS)
- DEDICATED ON-CARRIAGEWAY CYCLE LANE, INCLUDING KERB UPSTAND (SEE CROSS SECTION)
- BUS LANE
- CARRIAGEWAY
- LANDSCAPING (TREES POSITIONS TO BE IDENTIFIED BY LANDSCAPING ARCHITECT)
- BLOCK PAVED AREAS
- SERVICING AREA
- TACTILE PAVING
- RED LINE BOUNDARY
- OCC HIGHWAY BOUNDARY
- EXISTING KERB ALIGNMENT
- JUNCTION INTERVISIBILITY ZONES / SPLAYS
  - 20mph - 2.4m BY 25m (MS)
  - 30mph - 4.5m BY 90m (DMRB)

**TEMPORARY SURFACE**

- TEMPORARY FOOT/CYCLEWAY SURFACING (BLACKTOP)

C	CHANGING IMPROVEMENTS IN ACCORDANCE WITH D.C.C DESIGN REVIEW	28.02.19	BH	JH	NC
B	LINK ROAD FOOTWAY WIDENING, REMOVAL OF CAR PARKING SPACE AND RESURFACING OF SERVICE LOOP ROAD	24.07.18	PR	JH	NC
A	NOTES AND KEY UPDATED	11.07.18	PR	JH	NC
Mark	Revision	Date	Drawn	Checked	App'd

SCALE: 1:500 (SEE DRAWING 18 FOR DETAILS)

UTLITIES NOTE: The position of any existing public or private sewers, utility services, pipes or apparatus shown on this drawing is believed to be correct, but no warranty is given in respect of its position or depth. Other such pipes or apparatus may also be present but not shown. The Contractor is advised to undertake its own investigations when the position of any such services, pipes or apparatus is in doubt for operations.

Drawing Issue Status

**PLANNING APPLICATION**

**OXFORD NORTH HIGHWAY INFRASTRUCTURE PROPOSALS A44 CORRIDOR INTERIM SCHEME**

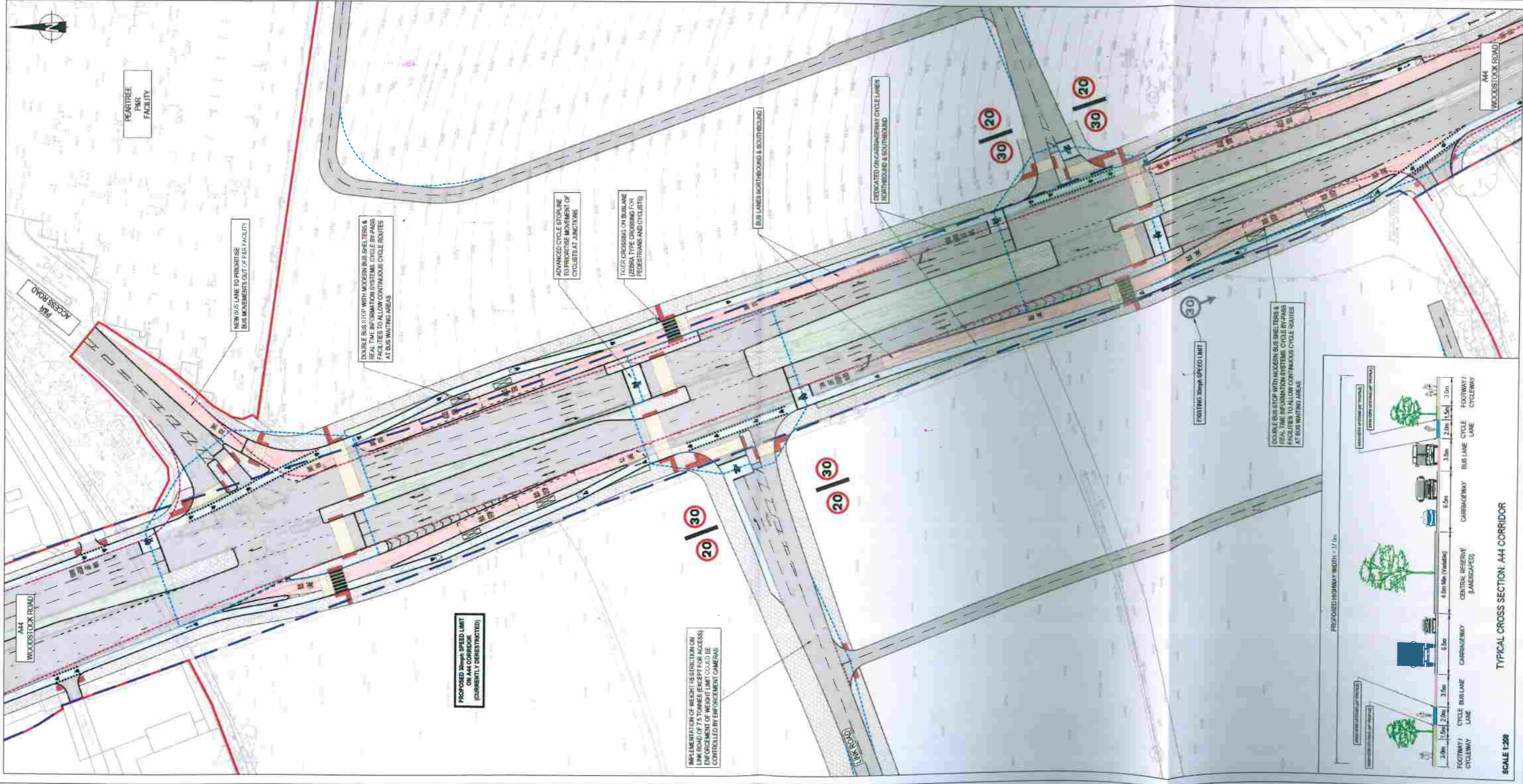
Client: **TWO**

THOMAS WHITE OXFORD

Drawn	Checked	Approved	Released
JH	JH	NC	C

21714/5571/007

**peterbrett**  
 CIVIL ENGINEERS  
 100, THE WOODS, WOODSTOCK, OXFORDSHIRE, OX20 1JH  
 www.peterbrett.com  
 Peter Brett Associates LLP  
 01235 841 800



**NOTES:**

- The layout is subject to detailed design, ground investigations results & earthworks modelling, and utility & services.
- The detailed design layout will be designed in accordance with all relevant design guidance and standards.
- This drawing should be read in conjunction with all relevant associated documents.
- The use of the drawing does not absolve the client from their responsibilities in regards to health & safety and CDM regulations.
- Design based on Topographical Survey Data provided by Woods Hartwell Ltd

**Existing A44 Corridor - Current Layout**

- The existing A44 highway is a dual carriageway major link road with a designated national speed limit of 70mph.
- The carriageway is generally 6.5m - 11.0m wide and consists of 3.25m - 3.65m running lanes. There is a southbound bus lane from the P&S junction towards Watlington Roundabout to the south.
- There is currently a signalised junction at the P&S access road and a bus priority advance signal at the termination of the bus lane on the approach to Watlington Roundabout.
- The road is bordered on both sides of the carriageway by grass verges and vegetation and an existing policy gateway on the eastern side of the road facing Fyfe's interchange to Watlington Roundabout.
- A recently completed Oxfordshire County Council improvement scheme at Watlington Roundabout provides signal controlled pedestrian / cycle crossing facilities and an increase in bus capacity.

**DESIGN SPECIFICATION**

**Scheme Design**

The proposed design speed for the relevant sections of highway is shown on the drawings. The layout of the Fyfe's interchange, A44 and A44 corridor schemes and the corresponding design speed have been designed in accordance with DMRS: TD-5004 - The Geometric Layout of Signal Controlled Junctions and Signalised Roundabouts; DMRS: TD-5003 - Highway Link Design and TD-2105 - Cross sections and Headroom.

Footways and Cycle facilities have been designed in accordance with LV guidance standards and Local Transport Notes.

The site road and on-site highways are all subject to a speed restriction of 20mph and will be designed in accordance with Manual for Streets.

A series of drawings have been produced to detail the design elements of the scheme and should be read in conjunction with this drawing.

FOA Technical Note TN-011 - Continuity of the Design to DMRS standards requirements. 2171-6507/0011 - Vehicle swept path analysis.

**Road Restraint Systems**

An assessment of the need for road restraint systems for the highway will be undertaken in accordance with TD1819 as a non-detailed design stage.

**Road Lighting**

Road lighting currently exists on the local highway network. The combination of the proposed schemes and junctions will introduce additional "conflict areas" and will therefore be upgraded to a higher lighting specification. The highway will need to be lit in accordance to TD-3407 - Design of Road Lighting for the Strategic Motorway and All Purpose Trunk Road Network.

The road lighting levels will be determined by following BS EN 13201:2015 Road lighting performance requirements and will be covered in a separate note to this drawing.

**Traffic Signs**

The design and position of the road signs and markings have not been undertaken at this stage, but will be designed as part of the detailed design process. Indicative road markings have been shown on the plans to identify lane usage and carriageway widths. Signage will be kept to an absolute minimum on the corridor and junction.

**The signs will primarily consist of:**

- Advanced directional signs on the approaches to the junctions.
- Speed and warning signs on the approaches to junctions.
- Bus, cycle and pedestrian signs as necessary.

The use of priority side columns and sign posts to BS EN 12761:2007 will be specified at the detailed design stage.

**Pavement Construction**

The proposed junction is to be of flexible pavement construction designed in accordance with DMRS Volume 7 section 2 - Pavement Design and Construction. As current pavement designs are based on performance specification, it is proposed that a range of suitable pavement designs will be produced based on asphalt and R18 base option, as per HD 2600.

**Highway Drainage**

The existing carriageways are drained via a traditional kerb and gully systems. The proposed drainage for the highway scheme will be designed in accordance with DMRS Volume 2 Section 2 - Drainage and will be covered in a separate note to this drawing.

**KEY:**

**FUTURE SCHEME IMPROVEMENT PROPOSALS**

- SHARED PEDESTRIAN / CYCLE AREAS
- CONTROLLED PEDESTRIAN / CYCLE CROSSING (TOUCAN & TIGER CROSSINGS)
- DEDICATED ON-CARRIAGEWAY CYCLE LANE INCLUDING KERB UPSTAND (SEE CROSS SECTION)
- BUS LANE
- CARRIAGEWAY
- LANDSCAPING (TREES POSITIONS TO BE IDENTIFIED BY LANDSCAPING ARCHITECT)
- TACTILE PAVING
- RED LINE BOUNDARY
- OCC HIGHWAY BOUNDARY
- EXISTING KERB ALIGNMENT
- JUNCTION INTERVISIBILITY ZONES / SPLAYS
- 20mph - 2.4m BY 25m (MIS)
- 30mph - 4.5m BY 90m (DMRB)

C	DESIGNED AND CHECKED BY ACCORDANCE WITH DCC CHECKLIST REVIEW	27.10.19	BH	JH	NC
B	LINK ROAD FOOTWAY WIDENING	24.07.18	PR	JH	NC
A	NOTES AND KEY UPDATED	11.07.18	PR	JH	NC
Drawn	Revised	Date	Drawn	Checked	App'd

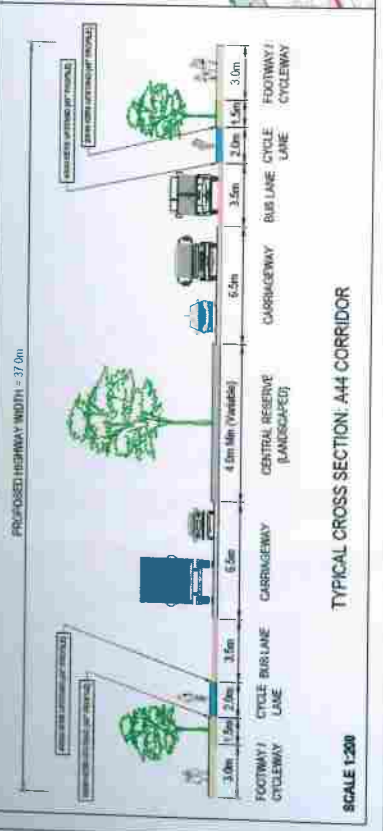
**PLANNING APPLICATION**

**OXFORD NORTH HIGHWAY INFRASTRUCTURE PROPOSALS A44 CORRIDOR FULL SCHEME**

**TWO**

THOMAS WHITE OXFORD  
 Date of Issue: 13.06.2018  
 Drawn: PR  
 Checked: JH  
 Approved: NC  
 At Scale: 1:500 @ A1  
 Revision: 1  
 Drawing Number: 21714/5571/002

**oboo peterbrett**  
 Offices throughout the UK and Europe  
 www.peterbrett.com  
 Peter Brett Associates LLP  
 Tel: 01865 841 883



SCALE 1:200

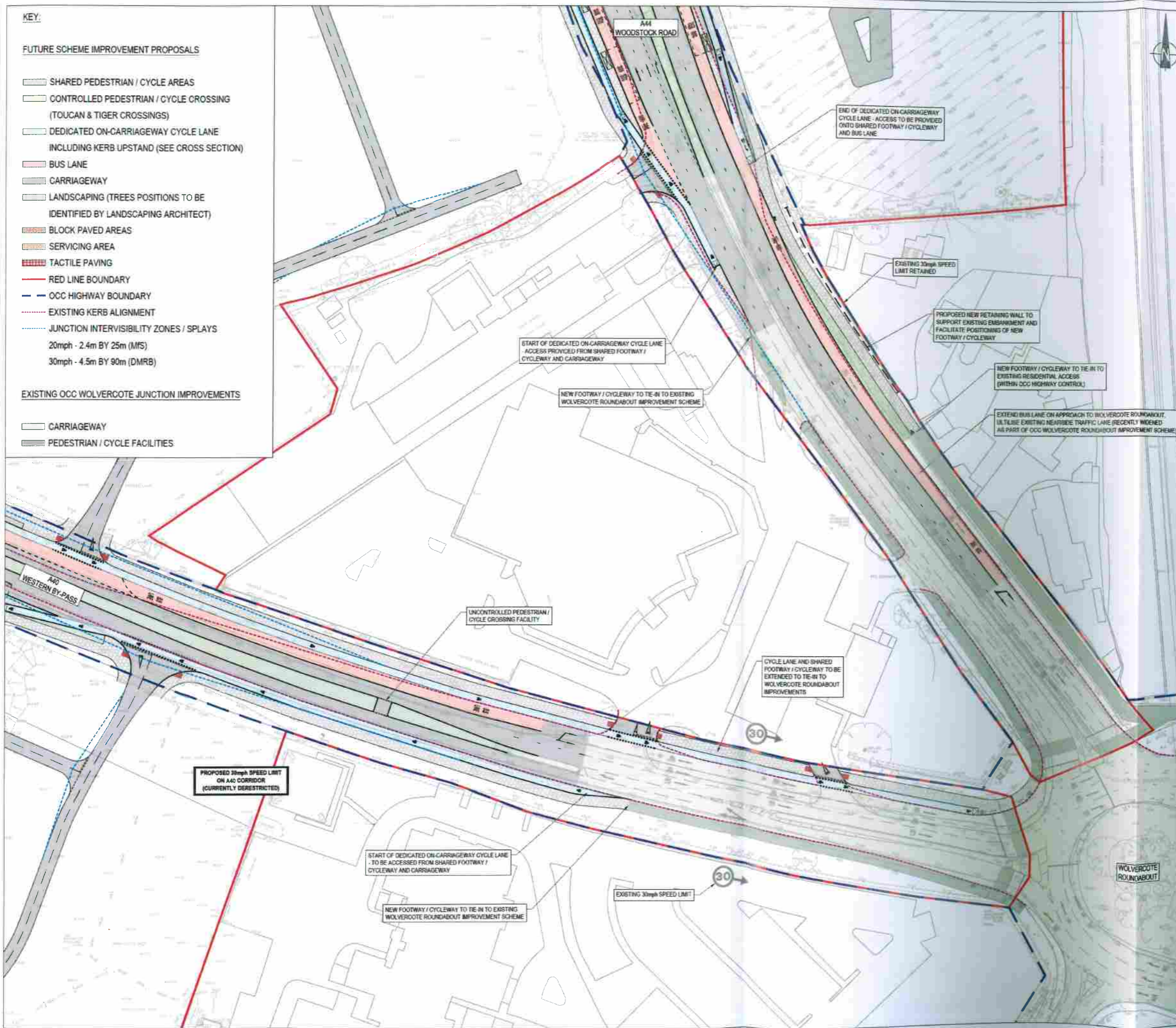
**KEY:**

**FUTURE SCHEME IMPROVEMENT PROPOSALS**

- SHARED PEDESTRIAN / CYCLE AREAS
- CONTROLLED PEDESTRIAN / CYCLE CROSSING (TOUCAN & TIGER CROSSINGS)
- DEDICATED ON-CARRIAGEWAY CYCLE LANE INCLUDING KERB UPSTAND (SEE CROSS SECTION)
- BUS LANE
- CARRIAGEWAY
- LANDSCAPING (TREES POSITIONS TO BE IDENTIFIED BY LANDSCAPING ARCHITECT)
- BLOCK PAVED AREAS
- SERVICING AREA
- TACTILE PAVING
- RED LINE BOUNDARY
- OCC HIGHWAY BOUNDARY
- EXISTING KERB ALIGNMENT
- JUNCTION INTERVISIBILITY ZONES / SPLAYS
- 20mph - 2.4m BY 25m (MIS)
- 30mph - 4.5m BY 90m (DMRB)

**EXISTING OCC WOLVERCOTE JUNCTION IMPROVEMENTS**

- CARRIAGEWAY
- PEDESTRIAN / CYCLE FACILITIES



**NOTES:**

1. The layout is subject to detailed design, ground investigations results & earthworks modeling, and utilities & services.
2. The detailed design layout will be designed in accordance with all relevant design guidance and standards.
3. This drawing should be read in conjunction with all relevant associated documents.
4. The use of the drawing does not absolve the Client from their responsibilities in regards to health & safety and CDM regulations.
5. Design based on Topographical Survey Data provided by Woods Hurdick Ltd.

**Existing A40 Corridor - Current Layout**

- The existing A40 highway is a single carriageway major link road with a restricted national speed limit of 60mph.
- The carriageway is generally 9.0m - 15.0m wide and consists of 3.0m - 4.0m running lanes.
- The road is bordered on both sides of the carriageway by grass verges and vegetation and has existing footway / cycleways on both side of the road.
- A recently completed Oxfordshire County Council improvement scheme at Wolvercote Roundabout provides signal controlled pedestrian / cycle crossing facilities and increased traffic capacity.

**DESIGN SPECIFICATION**

**Scheme Design**  
The proposed design speed for the relevant sections of highway is shown on the drawings. The layout of the Peartree Interchange, A44 and A40 corridor schemes and the corresponding design speed have been designed in accordance with DMRB - TD 5004 - The Geometric Layout of Signal Controlled Junctions and Signalised Roundabouts, DMRB-TD 950 - Highway Link Design and TD 2705 - Cross-sections and Headrooms.  
Pedestrian and Cycle facilities have been designed in accordance with DfT guidance standards and Local Transport Notes.  
The site link road and on-site highways are all subject to a speed restriction of 20mph and will be designed in accordance with Manual for Streets.

A series of drawings have been produced to detail the design elements of the scheme and should be read in conjunction with this drawing.  
PBA Technical Note - Conformity of this design to DMRB standards requirements. 217145571/011 - Vehicle swept path analysis.

**Road Restraint Systems**  
An assessment of the need for road restraint systems for the highways will be undertaken in accordance with TD1106 at a more detailed design stage.

**Road Lighting**  
Road lighting currently exists on the local highway network. The construction of the proposed schemes and junctions will introduce additional 'conflict areas' and will therefore be upgraded to a higher lighting specification. The highways will need to be lit in accordance to TD 3407 - Design of Road Lighting for the Strategic Motorway and All Purpose Trunk Road Network.  
The road lighting levels will be determined by following BS EN 13201:2015 Road lighting performance requirements and will be covered in a separate note to this drawing.

**Traffic Signs**  
The design and position of the road signs and markings have not been undertaken at this stage, but will be designed as part of the detailed design process. Indicative road markings have been shown on the plans to identify lane usage and carriageway widths. Signage will be kept to an absolute minimum on the corridors and junction.

- The signs will primarily consist of:
- 1) Advanced directional signs on the approaches to the junctions.
  - 2) Speed and warning signs on the approach to junctions
  - 3) Bus, cycle and pedestrian signs as necessary.

The use of postively rate columns and sign posts to BS EN 12767:2007 will be specified at the detailed design stage.

**Pavement Construction**  
The proposed junction is to be of flexible pavement construction designed in accordance with DMRB Volume 7, section 2 - Pavement Design and Construction. As current pavement designs are based on performance specifications, it is proposed that a range of suitable pavement designs will be produced based on asphalt and HMA base options, as per HD 2606.

**Highway Drainage**  
The existing carriageways are drained via a traditional kerb and gully systems. The proposed drainage for the highway schemes will be designed in accordance with DMRB Volume 2 Section 2 - Drainage and will be covered in a separate note to this drawing.

B	DRAWING AMENDMENTS IN ACCORDANCE WITH O.C.C DESIGN REVIEW	27.02.19	BH	JH	NC
A	NOTES AND KEY UPDATED	11.07.18	PR	JH	NC
Mark	Revision	Date	Drawn	Chk'd	App'd

SCALING NOTE: Do not scale from this drawing. If in doubt, see UTILITIES NOTE. The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty is given in respect or implied. Other such plant or apparatus may exist and existing sewers, services, plant or apparatus may affect the operations.

Drawing Issue Status: **PLANNING APPLICATION**

**OXFORD NORTH  
HIGHWAY INFRASTRUCTURE PROPOSALS  
A40 & A44 TIE-IN TO WOLVERCOTE ROUNDABOUT  
FULL SCHEME**

Client: **TWO**  
THOMAS WHITE GROUP

Date of 1st Issue: 13.06.2018	Designed: PR	Drawn: JH
At Scale: 1:500 @ A1	Checked: JH	Approved: NC

Drawing Number: **21714/5571/004** | Revision: **B**

**pba peterbrett**  
Offices throughout the UK and Europe  
www.peterbrett.com  
Peter Brett Associates LLP  
OXFORD  
Tel: 01865 841 993

Childrens Nursery

St Peter's Church

EXISTING DRIVEWAY WITH DROPPED KERBS

EXISTING LAMP POST

EXISTING ON STREET PARKING TO BE REMOVED

PROPOSED SCHOOL AHEAD SIGN. EXACT LOCATION TBC AT DETAILED DESIGN STAGE.

PROPOSED "SCHOOL KEEP CLEAR" ROAD MARKINGS. EXISTING "SCHOOL KEEP CLEAR" MARKING NOT TO STANDARD.

PROPOSED 3M WIDE ZEBRA CROSSING WITH BELISHA BEACONS



PROPOSED SCHOOL AHEAD SIGN EXACT LOCATION TBC AT DETAILED DESIGN STAGE.



Mark	Revision	Date	Drawn	Chkd	Appd

SCALING NOTE: Do not scale from this drawing. If in doubt, ask.  
 UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty is given in respect of it. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status

FOR INFORMATION  
 PEAR TREE SITE, OXFORD  
 PROPOSED ZEBRA CROSSING



Date of 1st Issue: 20.18.12	Designed: SB	Drawn: SB
A3 Scale: 1:250	Checked: -	Approved: -



Drawing Number 21714/5510/SK081

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 Ordnance Survey Q100031673

File Location: J:\21714 pear tree site\_oxford\transport\drawings\_gis\pba\oxford\21714-5510-0801.dwg

OXFORD NORTH

GODSTON ROAD

PEDESTRIAN IMPROVEMENTS

1:500 08/06/18

NEW 2.0m WIDE FOOTWAY

UPGRADED 1.5m WIDE REFUGE ISLAND PEDESTRIAN CROSSING FACILITY

LOCALISED HIGHWAY WIDENING (SUBJECT TO HIGHWAY BOUNDARY CONSTRAINTS)

EXISTING BUS STOP

EXISTING BUS STOP

EXISTING CROSSING FACILITY

EXISTING PARKING

EXISTING MINI ROUNDABOUT

EXISTING MINI ROUNDABOUT

LOCALISED WIDENING OF CARRIAGEWAY TO ACCOMMODATE CROSSING FACILITY

NEW 1.5m WIDE REFUGE ISLAND PEDESTRIAN CROSSING FACILITY

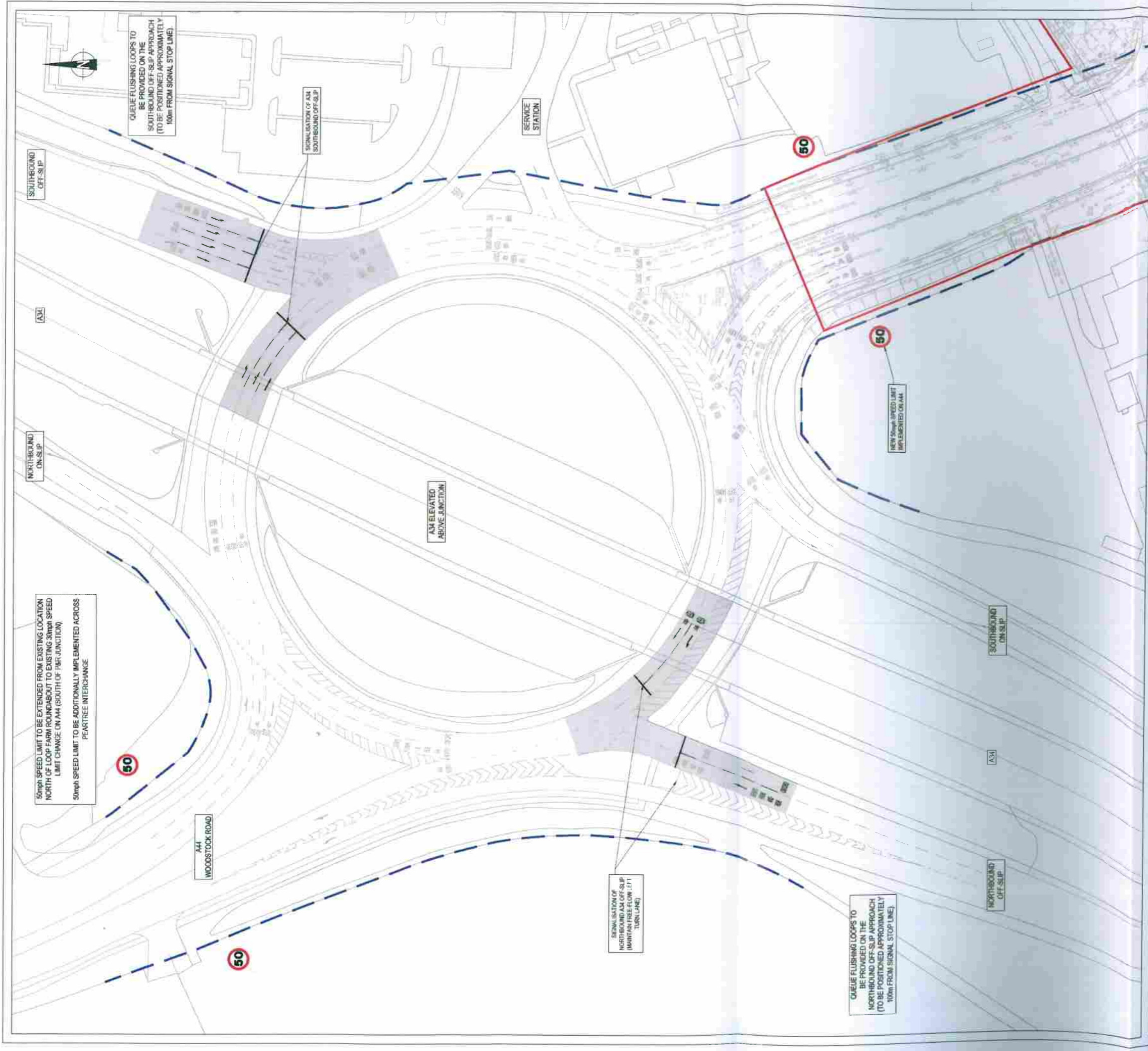
NEW 2.0m WIDE FOOTWAY TO CONNECT WOLVERCOTE ROUNDABOUT TO CEILING

EXISTING UNCONTROLLED PEDESTRIAN CROSSING FACILITY

EXISTING ADVISORY CYCLE LANES (BOTH DIRECTIONS)

WOLVERCOTE ROUNDABOUT

HOOPER TITLE



50mph speed limit to be extended from existing location north of loop from roundabout to existing 30mph speed limit change on A44 (south of PAR junction)

30mph speed limit to be additionally implemented across Peartree Interchange

Queue flushing loops to be provided on the southbound off-slip approach (to be positioned approximately 100m from signal stop line)

Signalisation of northbound A44 off-slip (maintain free flow left turn lane)

Queue flushing loops to be provided on the northbound off-slip approach (to be positioned approximately 100m from signal stop line)

New 50mph speed limit implemented on A44

**KEY:**

- EXISTING ROAD MARKINGS
- PROPOSED SIGNALISED IMPROVEMENTS
- RED LINE BOUNDARY
- OCC HIGHWAY BOUNDARY

- NOTES:**
1. The layout is subject to detailed design, ground investigations, results & earthworks, landscaping, and utilities & services.
  2. The detailed design layout will be designed in accordance with all relevant design guidance and standards.
  3. This drawing should be read in conjunction with all relevant associated documents.
  4. The use of this drawing does not absolve the client from their responsibilities in regards to health & safety and CDM regulations.
  5. Design based on Topographical Survey Data provided by Woods Hole/Wick Ltd and DS Mapping.

Existing Peartree Interchange

- Peartree Interchange is a single junction on the A34 strategic Road Network providing access to North Oxford via the A44 slip road.
- The existing interchange is a grade separated roundabout arrangement with the A34 passing over the junction. Northbound and southbound slip roads connect to the A44 Woodstock Road providing routes into central Oxford. There is currently no signal control operation at this junction.
- The A34 and A44 are currently dual carriageway roads with a decontrolled national speed limit of 70mph.
- Existing Peartree Interchange junction road markings drawn based upon open source Aerial mapping.

Mark	Revision	Date	Author	Checked	App'd

**SCALING NOTE:** All grid scale less than 1:1000. If it should, with UTILITIES NOTE: The position of any existing public or private sewers, utility pipelines, water or drainage should be shown as far as is known, and any proposed works to be shown. Other such plant or apparatus may also be shown. The client is responsible for ensuring that the information is correct and that any necessary permits, consents or approvals are obtained for any proposed works.

Drawing Issue Status

**CONCEPT DESIGN**

**OXFORD NORTH  
POTENTIAL PEARTREE INTERCHANGE SCHEME  
INTERIM PHASE - SIGNALISATION OF  
A34 SLIP ROADS**

Client

**TWO**

THOMAS HILL LTD  
Date of last issue: 02/03/2019  
A1 Scale: 1:300 @ A1  
Drawing Number: 21714/5571/SK004

Drawn: BH  
Checked: JH  
Approved: JH  
Reviewed: JH

© Peter Brett Associates LLP  
www.peterbrett.com  
Tel: 01235 911 993

ISO A1 180mm x 841mm  
 Approved: MS  
 Checked: MA  
 Designer: MD  
 Project Management Initials:  
 Lead issued by: MARK DANIELS (2021-01-15)  
 File name: C:\P\WORK\OXFORD\A40\DWG\30-DD-C-DEV-0101-0102.DWG  
 Date: 2021-01-15  
 Printed on: 30% Post-Consumer Recycled Content Paper



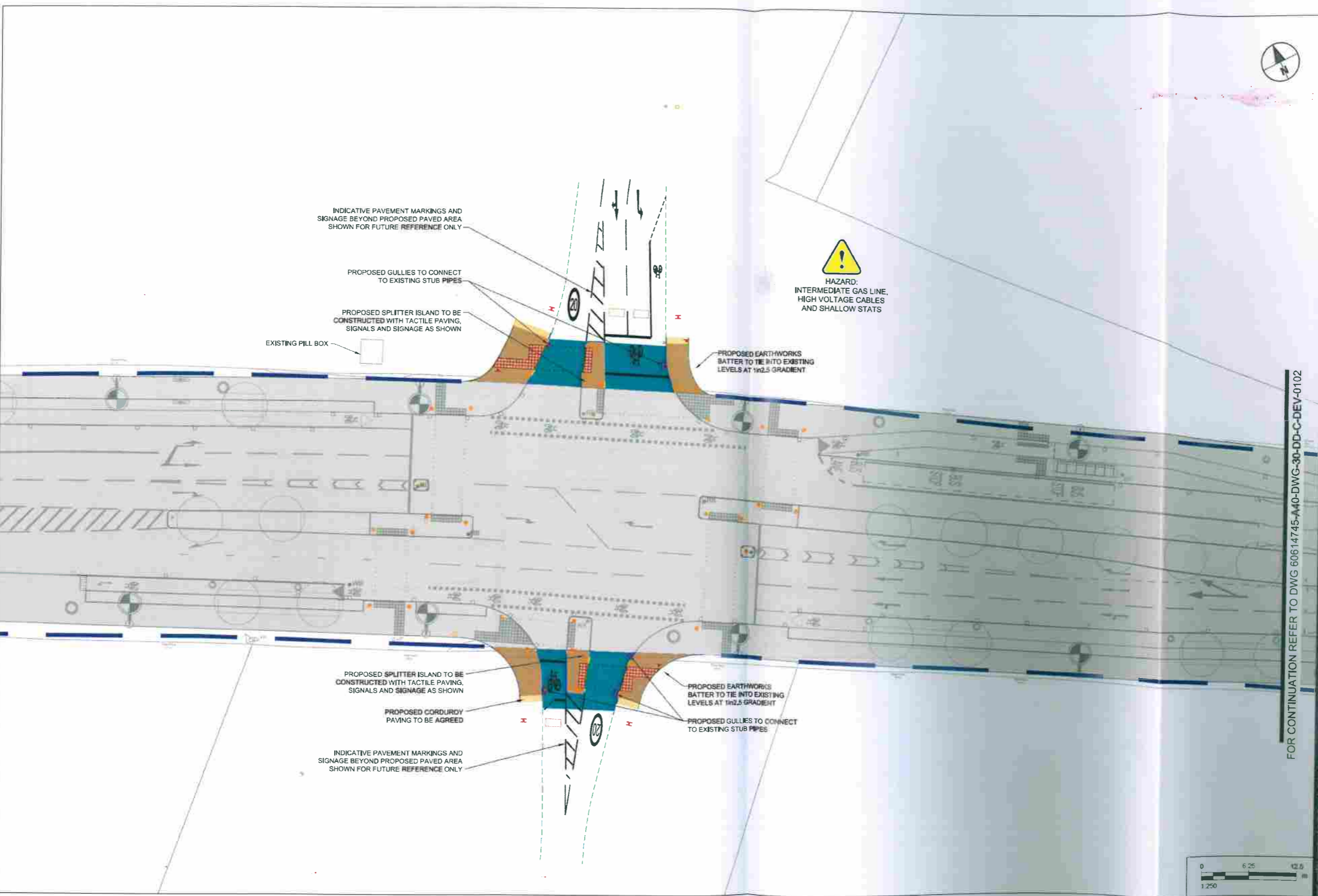
# AECOM

PROJECT  
**A40 OXFORD NORTH**  
 OX2 8HH

CLIENT  
**OXFORDSHIRE COUNTY COUNCIL**  
 County Hall, New Road  
 Oxford, OX1 1ND  
 Tel: 01865 792422  
 www.oxfordshire.gov.uk

CONSULTANT  
 AECOM I&E Ltd  
 AECOM House, 63-77 Victoria Street  
 St Albans, Herts AL1 3ER  
 Tel: 01727 535000  
 www.aecom.com

- NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING THE POSITION AND STATUS OF ALL STATUTORY UTILITY APPARATUS PRIOR TO COMMENCING ANY WORKS. THE CONTRACTOR SHALL COORDINATE AND UNDERTAKE ALL WORKS IN CONJUNCTION AND AGREEMENT WITH THE AFFECTED STATUTORY UTILITY COMPANIES AS NECESSARY.
  2. ALL NEW SIGNS AND ROAD MARKINGS ARE TO BE Laid IN ACCORDANCE WITH THE "TRAFFIC SIGNS REGULATIONS AND GENERAL DIRECTIONS 2019" (SI2019 2019) AND THE TRAFFIC SIGNS MANUAL.
  3. DO NOT SCALE FROM THIS DRAWING. USE DIMENSIONS ONLY. ALL DIMENSIONS AND LEVELS ARE IN METRES UNLESS OTHERWISE STATED.
  4. DESIGN BASED ON TOPOGRAPHICAL SURVEY (PROVIDED BY OUR SCAM) LEVELS AND SETTING OUT TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO THE START OF WORKS.
  5. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH ALL OTHER DETAILED DESIGN DRAWINGS, STANDARD DETAILS AND SPECIFICATIONS FOR WORKS.
  6. FOR TRAFFIC SIGNAL DESIGN REFER TO DRAWING 60614745-A40-DWG-30-DD-C-DEV-0101 AND 60614745-A40-DWG-30-DD-C-DEV-0102.



FOR CONTINUATION REFER TO DWG 60614745-A40-DWG-30-DD-C-DEV-0102

**TWO WORKS OPTION FOR PRICING ONLY  
 DEVELOPER WORKS OPTION DRAWING**

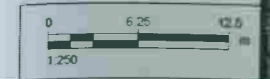
**KEY - OCC WORKS**

- HIGHWAY BOUNDARY.
- OCC PAVEMENT AREAS
- OCC ROAD MARKINGS.
- OCC SIGN
- OCC DRAINAGE GULLY.
- OCC DRAINAGE MANHOLE.
- OCC TREE AND TREE PIT
- OCC LAMP COLUMN

**KEY - DEVELOPER WORKS**

- PROPOSED FULL DEPTH CARRIAGEWAY CONSTRUCTION FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-0701 - 0702
- PROPOSED FULL DEPTH CARRIAGEWAY CONSTRUCTION FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-0701 - 0702
- PROPOSED ASPHALT FOOTWAY FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1101 - 1102
- PROPOSED RED COLOUR TACTILE PAVING. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1101 - 1102
- PROPOSED BUFF COLOUR CORDUROY PAVING. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1101 - 1102
- PROPOSED PCC HALF BATTERED (H&Z) KERB WITH 125mm UPSTAND. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1101 - 1102
- PROPOSED PCC BULL NOSE (BN) DROPPED KERB WITH 0mm UPSTAND. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1101 - 1102
- PROPOSED 125 x 255mm PCC H&Z KERB TRANSITION FROM 125mm TO 0mm. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1101 - 1102
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- PROPOSED ROAD MARKINGS. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1201 - 1202
- PROPOSED SIGN. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-1201 - 1202

- PROPOSED TRAFFIC SIGNALS EQUIPMENT. REFER TO TRAFFIC SIGNALS DRAWINGS FOR FURTHER DETAILS
- PROPOSED DRAINAGE GULLY. FOR DETAILS REFER TO DRAWINGS 60614745-A40-DWG-30-DD-C-DEV-0501 - 0502
- INDICATIVE DEVELOPER'S FUTURE KERB LINE



**ISSUE/REVISION**

NO	DATE	DESCRIPTION
0	15/01/2021	DETAILED DESIGN
1		



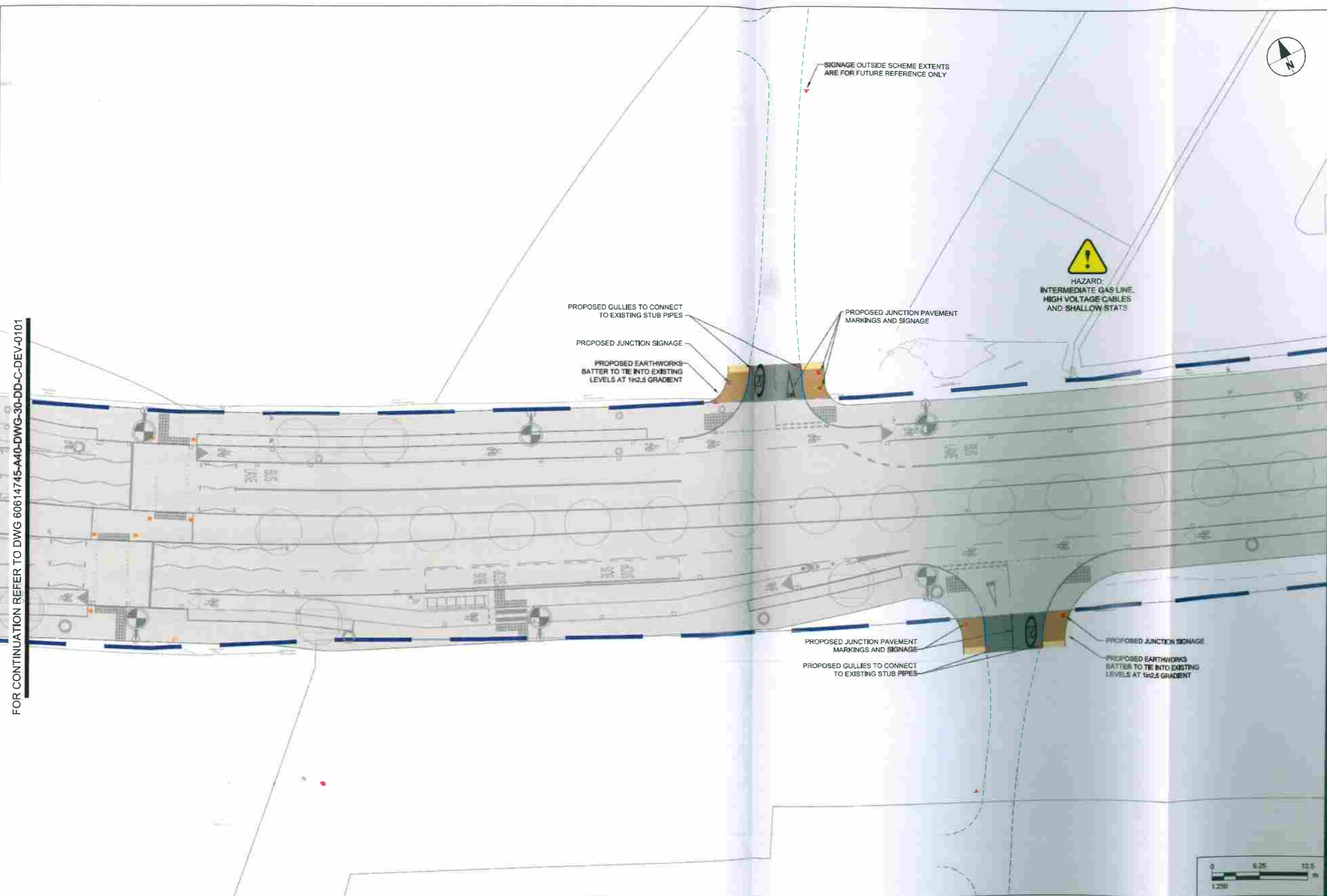
**PROJECT NUMBER**  
 60614745

**SHEET TITLE**  
 A40 OXFORD NORTH  
 DEVELOPER - GENERAL ARRANGEMENT  
 SHEET 1 OF 2

**SHEET NUMBER**  
 60614745-A40-DWG-30-DD-C-DEV-0101

Project Management Initials: Designer: MD Checked: MA Approval: MS ISO A1 194mm x 141mm  
 Last saved by: MURPHY DAVIES (2021-01-15) File name: C:\P\WORK\OXFORD\A40\DWG\60614745-A40-DWG-30-DD-C-DEV-0101-0102.DWG  
 Printed on: 15/01/2021 10:00:00 AM

FOR CONTINUATION REFER TO DWG 60614745-A40-DWG-30-DD-C-DEV-0101



# AECOM

PROJECT  
**A40 OXFORD NORTH**  
OX2 6HH

CLIENT  
**OXFORDSHIRE COUNTY COUNCIL**  
County Hall, New Road  
Oxford, OX1 1ND  
Tel: 01865 792422  
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CONSULTANT  
**AECOM I&E Ltd**  
AECOM House, 63-77 Victoria Street  
St Albans, Herts AL1 3ER  
Tel: 01727 535000  
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- NOTES**
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TWO WORKS OPTION FOR PRICING ONLY  
DEVELOPER WORKS OPTION DRAWING

**KEY - OCC WORKS**

	HIGHWAY BOUNDARY.
	OCC PAVEMENT AREAS
	OCC ROAD MARKINGS.
	OCC SIGN
	OCC DRAINAGE GULLY.
	OCC DRAINAGE MANHOLE.
	OCC TREE AND TREE PIT
	OCC LAMP COLUMN

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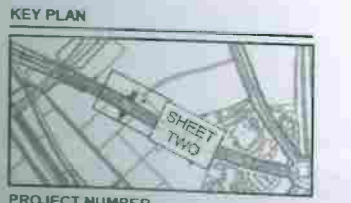
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	INDICATIVE DEVELOPER'S FUTURE KERB LINE



**ISSUE/REVISION**

NO	DATE	DESCRIPTION
0	15/01/2021	DETAILED DESIGN



SHEET TITLE  
**A40 OXFORD NORTH  
DEVELOPER - GENERAL ARRANGEMENT  
SHEET 2 OF 2**

SHEET NUMBER  
**60614745-A40-DWG-30-DD-C-DEV-0102**



does not import that the maintenance period must also have transpired nor the completion of any works required post maintenance

1.28 References to any drawing shall be read as being reference to the drawing number stated in this Deed or such alternative drawing as may be agreed between the Council and the Developer

## 2. **Preliminary**

2.1 The Developer is the owner of the freehold of that part of the Land registered with absolute title under title numbers ON267424 and ON330531 subject to the matters previously disclosed but otherwise free from incumbrances as the Developer hereby warrants

2.2 Peartree is the owner of the freehold of that part of the Land registered with absolute title under title number ON246429 subject to the matters previously disclosed but otherwise free from incumbrances as Peartree hereby warrants

2.3 For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site

2.4 For the purposes of the 1980 Act, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the highway authority and the traffic authority for certain highways in the area which includes the Site

2.5 The Developer has submitted the Planning Application for the Development to the City Council

- 2.6 The City Council is minded to grant planning permission for the Development subject inter alia to the completion of this Deed
- 2.5 The Off-Site Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act
- 2.6 It has been agreed between the Developer and the Council that in lieu of the Developer paying the cost of the Off-Site Works the Off-Site Works should be executed by the Developer in conjunction with the carrying out of the Development
- 2.7 This Deed (which the Council are satisfied will be of benefit to the public) is made under Sections 38 72 and 278 of the 1980 Act, Section 111 of the Local Government Act 1972 and all other enabling powers
- 2.8 The covenants in this Deed (except that in clause 9 which shall take immediate effect) shall be conditional upon the granting of Planning Permission
- 2.9 It is agreed that the Developer is leading the development of the Site and so is assuming responsibility for carrying out the Works in this Agreement having been granted all necessary permissions for carrying out the Works on its land by Peartree
- 2.10 Peartree agrees not to carry out any of the Works itself and accordingly has no liability in respect of the carrying out of any of the Works

2.11 The expectation of the parties at the date hereof is that the Works (A40 Bell Mouths) will be undertaken by the Council (but paid for by the Developer) pursuant to another agreement between those parties and related to the A40 Works. Notwithstanding that expectation the parties have deemed it prudent to allow in this Deed for the potential for the Developer to undertake the Works (A40 Bell Mouths) PROVIDED THAT if an agreement entered into between the parties provides that the Works (A40 Bell Mouths) are to be undertaken by the Council then for so long as the same are being undertaken by the Council:

2.11.1 the references in the defined terms “the Works” and “the Works Plan” in later clauses of this Deed and in the Schedule shall be read as if all references to the Works (A40 Bell Mouths) were deleted save to the extent required to give effect to this clause and

2.11.2 clauses 3.4 and 3.10 and the final row in the table at clause 6.2 shall be of no effect

2.12 Where a condition on the Planning Permission or on any Reserved Matters consent issued pursuant to it is either:

2.12.1 varied through a Section 73 Permission and it is agreed in accordance with clause 2.7 of the Section 106 Agreement that references in the Section 106 Agreement to the Planning Application, the Planning Permission and the Development shall be deemed to

include the equivalents in respect of such Section 73  
Permission; or

2.12.2 varied by way of a non-material amendment  
pursuant to s96A of the 1990 Act

and in either case if the effect of that variation is to create an inconsistency between a planning condition relating to the Site and an obligation covenant or other provision in this Deed or where any matter approved with or pursuant to the Planning Permission gives rise to an inconsistency between that matter and an obligation covenant or other provision in this Deed then the obligation covenant or other provision in this Deed shall be read as though it had also been varied to the extent needed to make it consistent with the relevant condition or conditions (that have been varied as approved by the City Council (in consultation with the Council as appropriate) or varied on appeal) or with the said matter and the parties shall work constructively together to record the resulting amended wording of the relevant obligation covenant or other provision and record that in a written memorandum or as otherwise agreed by the parties.

### 3. **Covenants**

The Developer covenants:-

- 3.1 to submit a valid application for Technical Approval in respect of the Works (A44 Interim Works) as soon as reasonably practicable after the grant of Planning Consent

and in any event before Implementation except on  
Canalside

- 3.2 to submit a valid application for Technical Approval in respect of the Works (A44 Full Works) no later than eight weeks before the intended start date for the said works
- 3.3 to submit a valid application for Technical Approval in respect of the Works (Safer Routes to School) prior to the Implementation of any residential development forming part of the Development
- 3.4 to submit a valid application for Technical Approval in respect of the Works (A40 Bell Mouths) prior to the Implementation of any residential development forming part of the Development
- 3.5 to complete the Works (A44 Interim Works) prior to the first Occupation of any building (except on Canalside) forming part of the Development unless it is agreed between the Developer and the Council that the A44 Interim Works have been delayed due to completion of the A40 Works being delayed and (without prejudice to the stated exception of buildings on Canalside) it is acceptable for the Detailed Part or any part thereof to be Occupied in advance of the A44 Interim Works having been completed
- 3.6 subject always to Clause 2.12 above below to complete the Works (A44 Full Works) prior to the first Occupation of:
  - 3.6.1 more than 30,000sq m Floorspace;

- 3.6.2 more than 366 Dwellings forming part of the Development; or
- 3.6.3 the equivalent calculated 12 hour person trip generation of mixed uses based on the rates in Table 4.2 of the Transport Assessment dated 25<sup>th</sup> July 2018 submitted as part of the Planning Application
- 3.7 to complete the Works (Safer Routes to School) prior to the first Occupation of any Dwelling (unless the same are completed by another party before that time) unless a later trigger (including staggered triggers) are agreed on account of the TRO not being confirmed or the Safer Routes to School scheme being varied due to consultation comments on the TRO
- 3.8 If as provided for in clause 5.3 the Developer gives notice of its intention to carry out the Peartree Interim Scheme to submit a valid application for Technical Approval in respect of the Works (Peartree Interim Scheme) not later than eight weeks before the intended start date for the said works
- 3.9 subject always to Clause 4.1 below and in the event that as provided for in clause 5.3 the Developer gives notice of its intention to carry out the Peartree Interim Scheme to complete the Works (Peartree Interim Scheme) prior to the first Occupation of:
  - 3.9.1 more than 15,850m<sup>2</sup> Floorspace and

3.9.2 any Dwelling

- 3.10 to complete the Works (A40 Bell Mouths) in accordance with the scheme of works and within the timescale to be determined and provided by the Council for the delivery of the junctions to serve the Canalside and Central parcels in the A40 Works in order that the carrying out of the Works (A40 Bell Mouths) results in the provision of practically complete junctions in the interest of public safety
- 3.11 to execute the Works entirely at no expense to the Council and to the satisfaction of the Council but without prejudice to the operation of paragraph [ 2 ] of Part 2 of Schedule 13 in the Section 106 Agreement
- 3.12 in executing the Works to observe and perform all the obligations which fall on “the Developer” under the Standard Conditions (as adjusted by clause 7 of this Deed) and
- 3.13 to complete the Works not later than 31 October 2026 and in any event to complete each element of the Works within the timescales specified in column 2 below;

<u>Works</u>	<u>Maximum duration of Works</u>
Works (A44 Interim Works)	36 Weeks
Works (A44 Full Works)	52 Weeks
Works (Safer Routes to School)	12 Weeks
Works (Peartree Interim Scheme)	18 Weeks
Works (A40 Bell	8 Weeks

3.14 to give the Council written notice of any disposal of an interest in the Land (save for any disposals of Dwellings) prior to the issue of all relevant Certificates of Completion including the name and address of the new owner and the date of the disposal within 14 days of such disposal

4. Amendment of Triggers

It is acknowledged and agreed between the parties that

4.1 the triggers set out in clause 3.8 apply unless a later trigger applies as a result of the operation of clause 2.12 or if any additional Occupation is approved pursuant to condition 52

5. County Works

5.1 It is acknowledged that the Council intends to carry out the County Works and it is agreed between the parties that immediately the Council lets a contract for the County Works there is no need for the Developer to do the Works (Peartree Interim Scheme) and the Council intends to let that contract by 31 December 2021 and accordingly:

5.2 the Council undertakes to report to the Developer on its programme for the carrying out of the County Works and the letting of a contract for the same on 1 March 2021, 1 May 2021, 1 August 2021 and 1 October 2021 and at any other time of the fact that a draft contract for the County Works has been issued



5.3 at its discretion and at any date prior to receipt by the Developer of written notification from the Council of the Council's letting of a contract for the County Works the Developer may notify the Council that it intends to carry out the Works (Peartree Interim Scheme) in accordance with clause 3 above

5.4 It is agreed between the parties that  
once the Council has let a contract for the County Works, it will notify the Developer in writing of the same within 10 Working Days

6. **Adoption as Highway**

6.1 The Council will issue a Certificate of Completion in respect of each element of the Works following a request from the Developer and as provided in Standard Condition 30 the Council is satisfied that the relevant element of the Works (save for such minor outstanding works as the Council shall agree) has been completed in accordance with this Agreement.

6.2 On the issue of a Certificate of Completion for each element of the Works set out in column 1 below the land as specified in column 2 below (subject to modification as provided in clause 6.3) shall be deemed to have been dedicated as public highway for the purposes set out in column 3 below and shall thereafter subject to Conditions 34 and 35 of the

Standard Conditions be a highway maintainable at public expense

<b>Works</b>	<b>Dedication Area (if any)</b>	<b>Purposes</b>
Works (A44 Interim Works)	Area [coloured pink] on the Dedication Plan	All highway purposes including use by mechanically propelled vehicles
Works (A44 Full Works)	Area [coloured and marked pink] on the Dedication Plan	All highway purposes including use by mechanically propelled vehicles
Works (A40 Bell Mouths)	Area [coloured and marked pink] on the Dedication Plan	All highway purposes including use by mechanically propelled vehicles

6.3 The Council may after consideration of the As-Built Drawings require the substitution of a modified dedication plan in which event that shall be agreed with the Developer and Peartree and the dedication as provided in clause 6.2 shall have effect in respect of the modified area

6.4 the Developer and Peartree consent to the noting of the provisions of clause 6 of this Deed on the register under title numbers ON267424, ON330531 and ON246429

7. **Adjustments to the Standard Conditions**

- 7.1 the definition of the Works in Condition 1.12 of the Standard Conditions means where the context so requires each element of the Works as defined in this Deed;
- 7.2 in respect of Conditions 12 and 36 a separate Bond as defined in the Standard Conditions may be provided for each element of the Works;
- 7.3 in respect of Condition 30 a separate Certificate of Completion may be issued for each element of the Works;
- 7.4 in respect of Condition 36.2.1 the relevant date shall be the date two years after the date on which the Council issue the Certificate of Completion for the final part of the relevant element of the Works to be completed;
- 7.5 there is added as Condition 6.3 “all proper claims, costs, losses, demands, actions, proceedings and liability whatsoever arising out of any claim that the Council is acting unlawfully by entering into the Agreement in breach of the Council’s obligations under the Public Contract Regulations 2015, Directive 2004/18/EC 2014/24/EU or the Treaty on the Function of the European Union” (and for this purpose proceedings shall include any investigation of or infraction proceedings by the European Commission)”

8. **Act Reasonably**

Where a matter falls within a party's discretion (including to agree) that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Deed (including the Standard Conditions) without undue delay

9. **Costs**

9.1 The Developer shall on completion of this Deed pay the reasonable legal costs of the Council in connection with the preparation and completion of this Deed

9.2 The Developer will reimburse the Council in respect of all reasonable and proper legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council

10. **Third Party Rights**

This Deed does not create any right enforceable by any person not a party to it except that it may be enforced by the successors in title and assigns of the parties and by any successor to the Council's statutory functions

11. **Notice**

11.1 Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning & Place of the Council (Ref 18/02065/OUTFUL) County Hall, New Road, Oxford OX1 1ND or to such other person at

such other address as the Council shall direct from time to time

11.2 any notice or notification to be given to the Developer shall be sent to the address set out under the relevant definition in clause 1 to this Deed or to such other person at such address as the Developer shall notify in writing to the Council from time to time

11.3 any notice or notification to be given to Peartree shall be sent to the address set out under the relevant definition in clause 1 to this Deed or to such other person at such address as Peartree shall notify in writing to the Council from time to time

12. **No Waiver**

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Developer and/or Peartree from any liability under this Deed

13. **No Fetter**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

14. **VAT**

All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value

added tax and the Developer shall pay the Council any value added tax properly payable on any sums paid to the Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Developer

15. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the Law of England

16. **Delivery**

The provisions of this Deed shall be of no effect until this Deed has been dated

**IN WITNESS** whereof the parties hereto have executed this Deed as a deed the day and year first before written

## SCHEDULE

### The Works

(1) **Principal Works**

The provision and construction in the position indicated in principle on the Works Plan of the following works ("the Principal Works")

- (a) A44 Interim Works shown on drawing 21714/5571/007 Rev C and comprising:
- i) junction from the Link Road onto the A44 - left out, left in, right in only.
  - ii) 2no Toucan crossings across south and west arms of the Link road junction
  - iii) Pedestrian and cycle link to Peartree Park and Ride
  - iv) Upgraded bus stop south of the Peartree P&R junction including new high quality shelters and real time information system
  - v) Works to give effect to a speed limit reduction to 50 mph
- (b) A44 Full Works shown on drawings 21714/5571/002 Rev C and 21714/5571/004 Rev B and comprising:
- i) Signalised A44/Link Rd junction to allow for all movements in and out.
  - ii) Bus Lanes - north and south bound with bus stops plus tiger crossings on the bus bypass lanes for each junction along with a bus only exit from Peartree P&R
  - iii) Bus stops by Pear Tree upgraded with high quality shelters and real time information system plus new bus stop including high quality shelters and real time information system south of new signal junction
  - iv) Cycle lanes - 2m wide in either direction
  - v) Additional toucan crossings at new and amended junctions provided at the signalised junctions serving Peartree Park and Ride
  - vi) Works to give effect to any speed reductions from Pear Tree Interchange to Wolvercote roundabout to 30 mph

- vii) Landscaping
  - viii) New signal controlled junction providing access to the land east of the A44
- (c) Safer Routes to School shown on drawings 21714/5510/SK081 and Oxford North - Godstow road Pedestrian Improvements - 06/06/18 and comprising:
- i) From the Development on the Site Wolvercote Primary School via localised widening of the footway and pedestrian refuge provision on Godstow Road and a zebra crossing on First Turn in front of the school OR
  - ii) any alternative works delivery safe routes to Wolvercote Primary School arising from a consultation into the traffic scheme proposed as part of a traffic regulation order, which alternative works shall not be more expensive than those described at (i) above
- (d) Peartree Interim Scheme shown on drawing 21714/5571/SK004 and comprising:
- i) Signalisation of A34 off slips with associated part signalisation of Peartree Interchange circulatory carriageway and queue flush loops on slip roads
  - ii) Works to give effect to a 50 mph speed limit on A44 north of and including Peartree Interchange.
- (e) A40 Bell Mouths (including the traffic signal equipment) highlighted in colour on Aecom drawings 60614745-A40-DWG-30-DD-C-DEV-0101 and 60614745-A40-DWG-30-DD-C-DEV-0102 and listed in the Key as 'Developer Works' to the extent that works are necessary within or directly affecting the highway so as to connect those 'Developer Works' to the highway and any highway infrastructure

(2) **Preparatory and Ancillary Works**

The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Principal Works including:-



- (a) all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
- (b) all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- (c) all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works
- (d) all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- (e) all kerbs islands verges and reservations including the grading and seeding of grassed areas
- (f) all measures necessary to ensure visibility for drivers at any bend or junction
- (g) all traffic signs road markings bollards and safety barriers
- (h) all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

(3) **Amenity and Accommodation Works**

The provision and construction of all such amenity and accommodation works as the Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- (a) any earth bunds and/or planting necessary to screen the Principal Works
- (b) all fences gates hedges and other means of separation of the Principal Works from adjoining land
- (c) any necessary alteration of any private access or private or public right of way affected by the Principal Works
- (d) any necessary embankments retaining walls or other things necessary to give support to adjoining land

# OXFORDSHIRE COUNTY COUNCIL

## STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

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Sukdave Ghuman  
Head of Legal and Deputy Monitoring Officer  
County Hall  
New Road  
Oxford OX1 1ND

Director of Planning & Place  
County Hall  
New Road  
Oxford OX1 1ND

2016 Edition

## OXFORDSHIRE COUNTY COUNCIL

### STANDARD CONDITIONS FOR THE CONTROL OF HIGHWAY WORKS IN CONJUNCTION WITH DEVELOPMENT

#### GENERAL

#### 1 INTERPRETATION

In these Conditions:-

- 1.1 "the Agreement" means any agreement or other instrument by which these Conditions are applied.
- 1.2 "Authorisations" has the meaning given in Condition 11.1.
- 1.3 "the Bond" means the bond referred to in Condition 12.
- 1.4 "the Certificate of Completion" means the certificate issued under Condition 30.
- 1.5 "Contractor" includes an agent and any sub-contractor or agent of a main contractor.
- 1.6 "the Council" means the Oxfordshire County Council of County Hall New Road Oxford OX1 1ND and, so far as the context admits, includes any employee or contractors duly appointed by them.
- 1.7 "the Developer" means the person or persons by whom the Agreement requires the Works to be executed.
- 1.8 "including" means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and 'include' shall be construed accordingly.
- 1.9 "Safety Audit" means a safety audit in accordance with Oxfordshire Safety Audit Guideline as revised from time to time and incorporating H.D. 19/15 (Road Safety Audit Volume 5 design manual for roads and bridges)
- 1.10 "the Scheme of Works" means the matters specified in Conditions 9.1 – 9.3 as may for the time being have been varied and/or augmented under Condition 11 and/or Condition 23.
- 1.11 "statutory requirements" means the requirements of any enactment (being any act and any subordinate legislation as defined in the Interpretation Act 1978) national guidance or good practice guides.
- 1.12 "the Works" means the works which the Agreement requires to be executed in accordance with these Conditions and references to "the Works" includes each and every part of them.
- 1.13 The headings are for ease of reference and shall not affect the construction or interpretation of these Conditions.

1.14 References to the Construction (Design and Management) Regulations are to the Construction (Design and Management) Regulations 2015 as varied or replaced from time to time.

1.15 Any reference to any enactment includes any amendments to or modification of it and the version of it for the time being in force shall apply.

## **2 RELATIONSHIP WITH AGREEMENT**

These Conditions shall be construed together with and subject to the Agreement and in the event of any inconsistency between the Conditions and the Agreement the latter shall prevail.

## **3 COMMUNICATIONS WITH THE COUNCIL**

Any notice or other communication required by these Conditions to be given by the Developer to the Council shall be given in writing to the Council's Director for Environment & Economy at his main office at County Hall, New Road, Oxford OX1 1ND or to such other person and/or at such other place as he may identify in writing to the Developer.

## **4 APPROVALS AND CERTIFICATES**

4.1 No approval consent authorisation or payment as specified in Condition 4.3 shall create any contractual relationship between the Developer and the Council beyond that contained in the Agreement or operate in any way as a warranty or otherwise imply that the subject matter of such approval consent authorisation or payment is fit for its intended purpose nor shall it relieve the Developer or any professional adviser or contractor engaged in connection with the Works from their respective obligations to use all proper skill and care in respect of the Works.

4.2 The Council will not be liable for any loss damage or injury which the Developer may sustain arising from action taken in consequence of such approval consent authorisation or payment.

4.3 The matters referred to in Condition 4.1 are:

4.3.1 any approval or consent given by the Council in respect of the discharge by the Developer of its obligations under these Conditions; or any technical approval or consent issued by the Council in respect of the Works.

4.3.2 any authorisation given or implied by or under these Conditions in respect of anything done or to be done by the Developer on or in relation to any highway; or any payment made by the Developer to the Council under these Conditions.

## 5 COUNCIL TO ACT IN DEFAULT OR EMERGENCY

5.1 In the event that either of the following circumstances occur:-

5.1.1 if the Developer shall be materially in default in respect of any of the provisions of the Agreement including these Conditions requiring work to be done or not done, or to be done in a particular manner or by a particular time and if such default continues after the Council have given to the Developer not less than 21 days' written notice of the steps they require to be taken to remedy such default; or

5.1.2 if it shall appear to the Council at any time during the course of execution of the Works that danger to persons or prejudice to the structure or stability of the public highway or of adjoining land exists or is imminent, and that it is not reasonably practicable to cause the Developer to take the necessary remedial steps forthwith;

the Council may take such steps themselves to the exclusion of the Developer and charge the expenses incurred (including their reasonable administrative costs) against the Developer.

5.2 Such expenses will be a debt due to the Council and recoverable by them by action or otherwise and for the avoidance of doubt the Council may recover such expenses under the Bond where the Council has taken such steps because the Developer is in default as provided in Condition 5.1.1 or where the Council has taken such steps in an emergency further to Condition 5.1.2 and in the latter case the Developer has failed to discharge the Council's expenses.

## 6 INDEMNITY

The Developer shall indemnify the Council and keep them indemnified against;

6.1 all actions, liabilities, claims, costs and proceedings which may arise from the execution and completion of the Works (except insofar as may arise from the negligence or default of the Council) and from anything done or not done by the Developer or by its employees or contractors in connection with the Works;

6.2 all actions, liabilities, claims, costs and proceedings arising in connection with or incidental to or in consequence of the lawful use of the highway following upon the carrying out or completion of the Works under the Land Compensation Act 1973 or under regulations made pursuant to Section 20 of the Land Compensation Act 1973 (insulation against noise) and any grants made by the Council under such regulations in accordance with its established policy. The Council may by advertisement invite claims under the Land Compensation Act 1973 and under regulations made pursuant to Section 20 of that Act.

**7 HEALTH AND SAFETY**

The Developer shall act as the only client in respect of the Works for the purposes of The Construction (Design and Management) Regulations.

**8 PAYMENTS**

Where the Council seeks any payment further to these Conditions then save where there is express provision as to timing for payment such payment shall be due within 28 days of written request from the Council and if payment is not made within such 28 day period (or where applicable such other period as expressly provided) then interest at 4% per annum above the base rate from time to time of Lloyds Bank PLC shall be payable from the expiration of the 28 day period until the date of payment.

**PRELIMINARIES**

**9 SUBMISSIONS TO THE COUNCIL**

The Developer shall submit to the Council the information and other matters specified in column 1 below in accordance with the timetable set out in column 2 below and the notes set out in column 3 below: -

**Highway Matters**

9.1

Information	Timetable	Notes
<b>Detailed plans</b> (which shall include a layout plan to a scale of 1:1250 or 1:2500 according to whichever is the Ordnance Survey base scale for the area), drawings and specifications of the Works (including the drainage of them) and the materials to be used to comply with the relevant standards and specifications of the Council for the time being in force, together with such structural and drainage calculations as the Council may consider necessary having regard to the nature of the Works;	No later than <b>3 months before any tender is invited</b> for the execution of the Works	There shall be paid to the Council on the submission a sum equal to 0.4% of the estimated gross cost of the Works as identified in Condition 12

9.2

<p><b>A detailed programme</b> designed to ensure the orderly and timely execution and completion of the Work with the minimum of disturbance and disruption to use of the highway and occupiers of property and to facilitate the implementation of any such measures in respect of undertaker's apparatus as may be identified pursuant to Condition 10.</p>	<p>No later than <b>2 weeks after the acceptance of any tender</b> for the execution of the Works</p>	<p>Significant programme changes to be identified not less than 2 weeks prior to the change</p>
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9.3

<p><b>(a) Measures for the control of vehicles and plant</b> to be used in the course of execution of the Works (including vehicles engaged on the transport of materials and equipment to and from the Works) and measures for traffic regulation in order to minimise and/or alleviate damage to the highway disturbance to occupiers of property and disturbance and disruption to use of the highway (including traffic congestion) ;and <b>(b) traffic safety measures</b> and measures including lights, guards, fencing and warning signs in order to protect the Works and/or for the safety and convenience of the public</p>	<p>No later than 2 weeks before the Works are expected to commence</p>	
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9.4

<p><b>Safety Audit Stage 2 Report</b></p>	<p>No later than <b>3 months before any tender is invited for the execution of the Works</b></p>	
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9.5

<p>Details in accordance with Condition 15 of the <b>persons proposed to be invited to tender.</b></p>	<p>No later than <b>1 month before any tender is invited</b> for the execution of the Works.</p>	
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## Other Matters

9.6

<p>Details of the <b>bondsman</b> proposed to be given pursuant to Condition 12, together with any bills of quantities or tenders which the Developer wishes the Council to take into account under that Condition.</p>	<p>No later than <b>1 month before the Works are expected to commence.</b></p>	
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9.7

<p>Details of the <b>insurances</b> required by Condition 14.</p>	<p>No later than <b>1 month before the Works are expected to commence.</b></p>	
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9.8

<p><b>Part 1</b>  <b>Noise survey and assessment and modelling</b> sufficient to establish whether any properties will be eligible for noise insulation according to regulation 3 or regulation 4 (as applied by the Council) of the Noise Insulation Regulations 1975 applying the requirements of the Design Manual of Roads and Bridges Volume 11 – Environmental Assessment and the Calculation of Road Traffic Noise 1988 to be undertaken by a noise expert approved by the Council.</p> <p><b>Part 2</b>          If the assessment concludes that there will be any property eligible for noise insulation to submit to the Council:</p> <p>(a) a map and list of all eligible properties.<sup>1</sup></p> <p>(b) a list of all occupiers and landlords</p> <p>(c) a survey and assessment for each eligible property of the work to be carried out to comply with requirements of the Noise Insulation Regulations 1975 and the specification for that work</p>	<p>No later than <b>1 month before the Works are expected to commence or earlier than 3 months before the Works are expected to commence.</b></p> <p>As above</p>	<p>Precise timing of survey to be agreed with the Council.          Location of the survey/testing to be advised to the Council and if applicable adjusted to ensure regulatory compliance.</p>
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<sup>1</sup> Dwellings and other buildings used for residential purposes which will be not more than 300 metres from the edge of the carriageway of the highway after completion of the work.

9.9

<b>Condition survey</b> (comprising photographs) of land and highway adjoining and neighbouring the site of the Works together with such further areas as the Council may require.	<b>No later than 1 month before the Works are expected to commence.</b>	
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9.10

Notification of the <b>identity of the contractor</b> who has submitted a successful tender.	<b>No later than 2 weeks after the acceptance of any tender</b> for the execution of the Works.	
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In any particular case any information or matter may be submitted to the Council at such later time as the Council may consider expedient subject to the Council identifying such later time in writing.

## 10 UNDERTAKERS' APPARATUS

10.1 The Developer shall in preparing the Scheme of Works consult every undertaker within the meaning of the New Roads and Street Works Act 1991 whose apparatus or services lie in, on, under or over the site of the Works or may otherwise be affected by the Works (whether or not it is intended to connect into such services in connection with the Works), with a view to the identification and implementation of any measures considered necessary by the undertakers for the protection of, or otherwise in relation to, their apparatus or services, and shall be responsible for all dealings with such undertakers in respect of the implementation of such measures and for all costs payable to the undertakers in that behalf.

10.2 For the avoidance of doubt the Developer shall comply with statutory requirements relating to street works (as defined in the 1991 Act).

## 11 AUTHORISATIONS

11.1 Authorisations signifies all rights, approvals and consents and any other requisite action to enable the Works to be properly and lawfully executed and completed (in accordance with the Agreement including these Conditions) and the subsequent implementation and functioning of the Works including (but not so as to provide an exhaustive list of examples)<sup>2</sup>:-

11.1.1 planning permission for the Works;

11.1.2 authority for stopping up diversion or other alteration of any existing highway so far as necessary to enable the Works to proceed and / or be implemented and function;

<sup>2</sup> Examples may also include noise consent from district council

- 11.1.3 authority or agreement for stopping up (including relocating) any private access to any existing highways which is necessary in the opinion of the Council to enable the Works to proceed and / or be implemented and function<sup>3</sup> ;
  - 11.1.4 street works licence further to the New Roads and Street Works Act 1991;
  - 11.1.5 authorisation for any traffic regulation measures including prohibitions, restrictions and controls where necessary in the Council's opinion to enable the Works to proceed and/or to be implemented and function<sup>4</sup>; and
  - 11.1.6 any rights and easements which in the Council's opinion are necessary to ensure the permanent and satisfactory drainage or lighting of the Works such rights and easements to be in a form previously approved by the Council.
- 11.2 The Developer shall be responsible for ensuring that all Authorisations are secured in timely manner at its own cost.
- 11.3 Save in so far as any consent is expressly granted under the Agreement nothing in the Agreement shall prejudice or affect in any way the exercise by the Council of its powers and duties relating to any application for an Authorisation including the consideration and processing of an application, the carrying out of any procedural requirements (pursuant to any enactment or Council policies or protocols) and the determination as to whether or not the Authorisation should be made, granted or confirmed.
- 11.4 Any costs incurred by the Council relating to any application for an Authorisation - and any related matters shall be discharged by the Developer.
- 11.5 Where the procedures for securing any Authorisation entail consultation and in consequence of such consultation the Council determines that the Works / the Scheme of Works shall be varied and / or augmented then any reference to the Works and / or the Scheme of Works shall be construed as a reference to the Works and / or the Scheme of Works as so varied and / or augmented.
- 11.6 Forthwith on securing any Authorisation the Developer shall supply evidence of this to the Council to the Council's reasonable satisfaction.

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<sup>3</sup> This relates to for example Section 127HA.

<sup>4</sup> This is directed at securing any requisite TROs which are integral to the Works e.g. bus lanes and also there may be various works such as traffic calming and signals where consultation is mandatory.

## 12 BOND

12.1 The Developer and a bondsman satisfactory to the Council shall enter into a Bond in such form as shall have been approved by the Council guaranteeing the execution and completion of the Works in accordance with the Agreement including these Conditions.

12.2 The amount of the Bond shall be

12.2.1. the gross cost of the Works (including any costs payable to undertakers pursuant to Condition 10) as then (being one month before the Works are proposed to be commenced) estimated by the Council and such estimate may take into account any bills of quantities prepared or tenders received by the Developer in respect of the Works and submitted by it to the Council; and

12.2.2. adjusted to take account of inflation for the duration of the Works (and subsequently) as reasonably estimated by the Council; and

12.2.3. adjusted to reflect the full costs that may be incurred by the Council as provided in Condition 5.1 (Council to act in default or emergency).

## 13 MONITORING AND OTHER COSTS

13.1 The Developer shall pay to the Council in respect of the costs to be incurred by the Council in monitoring the execution and completion of the Works (and administration of the Agreement) a sum equal to 9% of the amount of the Bond, subject to a minimum payment of £2,150

Note: The provisions of Condition 27.2 also apply

13.2 The Developer shall pay to the Council legal costs reasonably incurred in connection with the drafting and completion of the Bond.

## 14 INSURANCE

The Developer shall take out and maintain, until two years after the date on which the Council issues the Certificate of Completion (or if later the date on which all defects and outstanding works have been made good and completed as mentioned in Condition 33), such insurances satisfactory to the Council in the sum of £10million (or such higher sum as the Council may require) as may be appropriate to cover the liability of the Developer and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works.

## **15 CONTRACTORS**

15.1 The Developer shall not employ any contractor or agent for the execution of the Works except such contractor or agent as shall be recognised by the Council as being of proven competence and good standing in the field of civil and electrical engineering and experienced in the type and scale of the work which is to be the subject of the contract, and for that purpose the Developer shall not invite tenders for the execution of the Works except from persons proposed to and approved in writing by the Council before any such tender is invited; The employment of a contractor or agent shall not remove or abate any obligation on the part of the Developer arising from the Agreement including these Conditions.

15.2 The Developer shall appoint a contractor to undertake the Works in compliance with the following:-

15.2.1 advertising/publication of the proposed contract for carrying out the Works sufficient to open up the market to competition and for the transparency and impartiality of the procurement procedure to be reviewed such advertising/publication to include the essential details of the contract to be awarded and of the award methodology;

15.2.2 awarding the contract for the Works further to competition applying such transparent and impartial procurement procedures and award methodology.

15.2.3 the Developer shall without cost to the Council supply such information as the Council may reasonably require to demonstrate compliance with this Condition.

## **16 PRECONDITIONS TO LETTING CONTRACT**

The Developer shall not let any contract for the execution of Works unless and until:-

16.1 The Scheme of Works has been approved by the Council; and

16.2 Safety Audit Stage 2 Report has been approved by the Council.

## **IMPLEMENTATION OF THE WORKS**

### **17 COMMENCEMENT OF WORKS**

The Developer shall only undertake the Works at such times as have previously been approved by the Council

### **18 NO WORK PENDING APPROVALS ETC**

18.1 The Works shall not be commenced before the following have occurred:

- 18.1.1 the Council has issued written approval of the Scheme of Works;
  - 18.1.2 Safety Audit Stage 2 Report has been approved;
  - 18.1.3 evidence of all Authorisations have been supplied to the Council;
  - 18.1.4 the Bond duly executed as a deed by the Developer and the approved guarantor has been delivered to the Council;
  - 18.1.5 the costs referred to in Condition 13 have been paid to the Council;
  - 18.1.6 the Council has given its written approval to the insurances referred to in Condition 14;
  - 18.1.7 the noise survey assessment and modelling in accordance with Condition 9.8 has been supplied to the Council and if appropriate the information referred to in the second part of that Condition has been supplied to the Council
  - 18.1.8 the surveys referred to in Condition 9.9 (condition survey) has been supplied to the Council.
- 18.2 The Developer must have readily available at the site of the Works a copy of the insurances and approved Scheme of Works and shall retain them at the site for the duration of the Works and produce them to any representative of the Council on request.

## 19 GENERAL CONDUCT

- 19.1 The Developer shall execute and complete the Works in compliance with the approved Scheme of Works, in a sound and workmanlike manner with proper materials and in accordance with good engineering practice and in compliance with all statutory requirements and the provisions of the Agreement including these Conditions.
- 19.2 Without prejudice to the generality of Condition 6.2 and Condition 19.1 the Developer shall provide the Council with such assistance, information and documentation as the Council shall require to comply with any obligations under the Noise Insulation Regulations 1975 including assistance in responding to any claims made under Regulation 13 of those Regulations.

**20 MONITORING OF SITE AND MATERIALS**

20.1 The Developer shall at all reasonable times give to the Council free access to every part of the Works and shall permit them to monitor them and inspect all materials used or intended for use in the Works.

20.2 Where the Council require any such materials to be tested the Developer shall reimburse the Council the reasonable cost of such testing.

**21 ERRORS AND DEFECTS**

If in the course of execution of the Works it shall appear to the Council:

21.1 that any error has arisen in the position, levels, dimensions or alignment of the Works; or

21.2 that any work carried out or materials used for the purpose of the Works are defective to such extent as to prejudice in any respect the structure, stability, durability or subsequent functioning of the Works; or

21.3 that any damage has occurred in respect of the Works; or

21.4 that in any other respect the Works are not in accordance with the Scheme of Works;

and the Council notify the Developer in writing of this then the Developer shall, at its own expense and to the satisfaction of the Council, forthwith take such remedial steps as the Council shall specify in the notice. For the avoidance of doubt this Condition is without prejudice to Condition 19.

**22 SUSPENSION OF WORK**

If in the opinion of the Council some part of the Works ought not properly to be commenced or continued by reason either of:-

22.1 the dependence of that part on the completion of remedial steps specified in a notice given under Condition 21; or

22.2 adverse weather conditions such as to prejudice the structure or stability of that part if executed under those conditions;

the Developer shall on the written order of the Council suspend the progress of that part of the Works for such time or times and in such manner as the Council may consider necessary, and shall during such suspension properly protect and secure the Works so far as is necessary in the opinion of the Council.

## **23 VARIATIONS AND ADDITIONS**

In the event that any of the following circumstances arising in the course of execution of the Works,:-

- 23.1 if discovery is made of adverse ground conditions or artificial obstruction or any other unforeseen factor which in the opinion of the Council necessitate a modification of the Works to avoid or compensate for such conditions, obstruction or other factor in the interests of the satisfactory completion and subsequent functioning of the Works; or
- 23.2 if it shall appear to the Council requisite, in accordance with good engineering practice and to ensure satisfactory completion and subsequent functioning of the Works that any work or materials should be added, or that any such work or materials proposed by the Developer to be done or used should be omitted or changed; or
- 23.3 if it shall appear to the Council expedient that any obligation arising from the approved Scheme of Works should be deferred by reason of delay incurred by the Developer arising from some cause not within the Developer's control; or
- 23.4 otherwise if in a particular case the Developer and the Council so agree;

the Scheme of Works shall be varied and/or augmented in manner notified in writing by the Council to the Developer, and in the application of these Conditions any reference to the Scheme of Works shall be construed as a reference to the Scheme of Works as so varied and/or augmented.

## **24 PREVENTION OF NOISE, DISTURBANCE ETC**

- 24.1 All work shall be carried out without unreasonable noise and disturbance and in such manner as not to interfere unnecessarily or unreasonably with the use and enjoyment of property adjoining or near the Works by their owners and occupiers.
- 24.2 Without prejudice to the generality of Condition 24.1, no work shall be carried on between the hours of 8.00pm and 7.00am the following day or on any Sunday or public holiday except insofar as:-
  - 24.2.1 any operations are necessary to avoid disruption to or for the control of traffic on any highway; or
  - 24.2.2 any work is unavoidable or absolutely necessary for the safety of life or property or the safety of the Works; or
  - 24.2.3 the Council have in writing otherwise agreed.



## **25 PROTECTION OF HIGHWAY**

- 25.1 Insofar as the Works affect in any respect the existing highway such part shall be executed with the minimum of disturbance to that highway and traffic using that highway consistent with the work in hand.
- 25.2 In the event of it appearing to the Council at any time that such disturbance has occurred or is likely to occur to such extent as to prejudice the structure of the highway or the safety of users the Developer shall forthwith take such remedial steps as the Council may require.
- 25.3 Prior to the commencement of the Works the Developer will provide suitable vehicle and wheel cleaning apparatus and ensure that such apparatus is maintained in good and useable condition and used by all vehicles immediately before leaving the site of the Works to prevent mud or other materials being deposited on the adjoining existing highway.
- 25.4 In the event of Developer receiving any complaint it will promptly notify the Council.

## **26 SAFEGUARDING OF COMPLETED WORK**

The Developer shall until the Council have issued the Certificate of Completion take all steps necessary to protect and maintain those parts of the Works which have been executed, so that upon substantial completion of the whole of the Works every part of the Works is in a sound and workmanlike condition and free from any damage and any material wear and tear.

## **COMPLETION AND CONSEQUENTIAL MATTERS**

### **27 COMPLETION OF WORKS**

- 27.1 The Works shall be executed and completed within such period as the Agreement may define (whether by duration or by reference to a specified date or both), provided that in the event of delay to the work arising from some cause not within the Developer's control the Developer shall be entitled to a reasonable extension of such period.
- 27.2 Without prejudice to any right or remedy of the Council, the Council may at any time by notice to the Owner permit an extension of time as the Council shall in its discretion determine and the Developer shall pay within 14 days of demand such additional monitoring fees (in addition to that provided for in Condition 13 ) as is necessary to reimburse to the Council the additional cost incurred in monitoring the Works by reason of the grant of such extension of time

## **28 PRE COMPLETION - CLEARANCE OF SITE AND STAGE 3 SAFETY AUDIT**

28.1 On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish and temporary works and items of every kind, and shall leave the whole of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council.

28.2 On substantial completion of the Works (and clearance of the site of the Works) the Developer shall lodge a stage 3 Safety Audit report together with the 'Designer's response' with the Council and the Developer shall execute and complete all works as advised by the Council arising from the Safety Audit recommendations.

## **29. HEALTH AND SAFETY**

29.1 The Developer shall furnish to the Council the Health and Safety File prepared in accordance with Interim Advice Note 105/08 - Implementation of Construction (Design and Management) 2007 issued by the Highways Agency (now Highways England) as revised and/or replaced from time to time. The Health and Safety File shall include detailed plans and drawings showing the Works as the same have actually been executed and completed and the Developer shall at his own cost ensure that the Council shall not be prevented by copyright or otherwise from reproducing such plans and drawings or part of them as the Council may require for purposes relating only to the Works and the highway and the Developer shall furnish satisfactory evidence to the Council that this has been done. The plans and drawings furnished under this Condition shall be no less detailed than the plans and drawings submitted under Condition 9.1 unless the Council shall in writing otherwise agree.

## **30. COMPLETION CERTIFICATE**

Subject always to prior compliance with the pre completion requirements (Condition 28) and with Condition 29 the Council shall issue the Certificate of Completion forthwith if the Council is satisfied that the Works (save for such minor outstanding works as the Council shall agree) have been completed in accordance with the Agreement including these Conditions

## **31. DEDICATION AS HIGHWAY**

Upon the issue of the Certificate of Completion unless the Agreement provides otherwise the whole of the land comprised in the Works (so far as not already forming part of the public highway and excluding such part as the Developer and the Council may in writing agree) shall be deemed to have been dedicated as public highway and shall thereafter subject always to compliance with Conditions 34 & 35 be a highway maintainable at public expense.

## **32. EASEMENTS**

32.1 The Developer shall forthwith following the issue of the Certificate of Completion:-

32.1.1 transfer to the Council all those rights and easements (so far as the same do not at that time already subsist in favour of the Council) referred to in Condition 11.1.6; and

32.1.2 grant to the Council any easement which in the Council's opinion is necessary to ensure the permanent and satisfactory drainage or lighting of the Works in respect of any land which is retained by the Developer and such easement shall be in a form previously approved by the Council and the Developer will procure that any person with an interest in the relevant land joins in the deed of easement for the purpose of consenting to and confirming such easement.

32.2 The Council shall not be liable for the payment of compensation or legal or any other costs or fees arising from any such transfer or grant of easement.

### 33. NOISE INSULATION

The Developer shall within 1 month after the opening of the Works to public traffic supply to the Council an update of the information required pursuant to part 2 of Condition 9.8 (noise survey assessment and modelling- map lists and works) which relates to all eligible properties at the date of the opening of the Works to public traffic.

### 34. REMEDYING OF DEFECTS AND OUTSTANDING WORKS

34.1 If at any time during the period of two years following the date on which the Council issue the Certificate of Completion:-

34.1.1 any defect in the Works becomes manifest (not being a defect arising solely from normal use by the public as a highway or from accidental or wilful damage by any third party); or

34.1.2 the Developer shall fail to complete any of the outstanding works mentioned in Condition 30 (minor outstanding Works on issue of Certificate of Completion) and the Council notify the Developer in writing of this

then the Developer shall at his own expense cause such defect to be made good or outstanding works to be completed (as the case may be) to the satisfaction of the Council.

34.2 Forthwith on receipt of any notification from the Council further to Condition 34.1 the Developer will agree with the Council the timing of the carrying out of such remedial or outstanding works and unless otherwise agreed shall secure their completion within one month of receipt of such notification (except in the event of delay

arising from some cause not within the Developer's control when the Developer shall be entitled to a reasonable extension of time).

### **35. STAGE 4 ROAD SAFETY AUDIT**

35.1 The Council may require the Developer to carry out a Safety Audit Stage 4 at any time within 36 months from the opening of the Works and to lodge the report with the Council together with the "Designer's response" within 2 months and the Council shall notify the Developer of all works required to be undertaken arising from the Safety Audit recommendations

35.2 In the event that notification of works is given by the Council further to Condition 35.1 prior to the full release of the Bond the Developer shall execute and complete all the works as advised by the Council. The Developer will agree with the Council the time that he will be carrying out such works and unless otherwise agreed shall secure their completion within 1 month of receipt of such notification (except in the event of delay arising for some cause not within the Developers control, when the Developer shall be entitled to a reasonable extension of time).

35.3 In the event that notification of works is given by the Council further to Condition 35.1 subsequent to the full release of the Bond the Developer shall pay to the Council within 28 days of written request from the Council the costs incurred or to be incurred by the Council in carrying out such works.

### **36. RELEASE OF BOND**

36.1 Upon the issue of the Certificate of Completion the Bond shall be deemed to be released by eighty per cent (80%) of its original value;

36.2 The Bond shall be deemed to be fully discharged at the latest of the following:

36.2.1 the date two years after the date on which the Council issue the Certificate of Completion; and

36.2.2 the date on which all defects and outstanding works have been made good and completed as referred to in Condition 34; and

36.2.3 the date on which all works have been completed as referred to in Condition 35.2

36.2.4 the Council have recovered their full expenses in all cases where Condition 5 applies (Council may act in default or emergency);

36.2.5 the date on which the Council have received the transfers or grants further to Condition 32;

36.3 Conditions 36.1 and 36.2 are without prejudice to the Council's absolute discretion from time to time upon application of the Developer to release the Bond to an extent commensurate with

the proportion of the Works that have been executed and completed at such time.

## SCHEDULE 2

### Peartree Interchange Works

Highway improvements to alleviate the existing capacity issues of the Peartree roundabout which may include a scheme to increase the entry and circulatory lanes, signalisation of the roundabout and provision of pedestrian/cycle crossings on the western side of the roundabout

Executed as deed by **THOMAS WHITE OXFORD LIMITED** acting by WILLIAM JONWOOD, a director, in the presence of:

William Jonwood  
.....  
.....

Signature of Director

[Signature]  
.....

Signature of Witness

Name of Witness: ZOE HANCOCK

Address of Witness: ST JOHN'S COLLEGE, OXFORD, OX1 3JP

Occupation of Witness: PRINCIPAL BURSAR

Executed as deed by **PEARTREE OXFORD LIMITED** acting by WILLIAM JONKER, a director, in the presence of:

William Jonker  
.....  
.....

Signature of Director

[Signature]  
.....

Signature of Witness

Name of Witness: ZOE HANCOCK

Address of Witness: ST JOHN'S COLLEGE, OXFORD, OX1 3JP

Occupation of Witness: PRINCIPAL BURSAR

THE COMMON SEAL of THE )

OXFORDSHIRE COUNTY COUNCIL )

was affixed to this Deed )

in the presence of:- )



Director of Law and  
Governance /  
Designated Officer