

**OXFORDSHIRE COUNTY COUNCIL**

**STANDARD CONDITIONS FOR MINOR HIGHWAY WORKS  
(DEVELOPER)**

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# OXFORDSHIRE COUNTY COUNCIL

## STANDARD CONDITIONS FOR MINOR HIGHWAY WORKS (DEVELOPERS)

### 1 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 in column 2 below

#### 1.1.

Information	Timetable
<p>1) <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, together with such structural and drainage calculations as the Council may consider necessary having regard to the nature of the Works;</p>	<p>No later than <b>3 months before any tender</b> is invited for the execution of the Works</p>
<p>2) <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 measures relating to undertakers' apparatus</p>	<p>No later than <b>2 weeks after the acceptance of any tender</b> for the execution of the Works</p>
<p>3)                      (a) <b>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) traffic safety measures 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>

<p>4) <b>Safety Audit Stage 2 Report</b> unless the Council advises this is not required.</p> <p>Note: All references in the Condition to Safety Audit mean a safety audit in accordance with Oxfordshire Safety Audit Guidelines as revised from time to time and incorporating H.D. 19/15 (Road Safety Audit Volume 5 Design Manual for Roads and Bridges)</p>	<p>No later than <b>3 months before any tender is invited for the execution of the Works</b></p>
<p>5) Details 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>
<p>6) Details of the <b>bondsman</b> proposed to be given pursuant to Condition 4 together with any bills of quantity 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>
<p>7) Details of the <b>insurances</b> – see Condition 5</p>	<p>No later than <b>1 month before the Works are expected to commence</b></p>
<p>8) <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</p>	<p>No later than <b>1 month before the Works are expected to commence</b></p>
<p>9) Notification of the <b>identity of the contractor</b> who has submitted a successful tender</p>	<p>No later than <b>2 weeks after the acceptance of any tender</b> for the execution of the Works</p>

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- 1.2. The Scheme of Works being the matters itemised at 1, 2 and 3 above shall be varied and/or augmented as notified in writing by the Council
- 1.2.1 if discovery is made of adverse ground conditions or artificial obstruction or other similar unforeseen factor which in the opinion of the Council necessitates a modification of the Works; or
- 1.2.2 if the Council properly requires modification in accordance with good engineering practice and to ensure satisfactory completion and functioning of the Works; or

otherwise if in a particular case the Developer and the Council so agree.

**2. UNDERTAKERS' APPARATUS**

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 lie in, on, under or over the site of the Works or may otherwise be affected by the Works, with a view to the identification and implementation of any measures considered necessary by the undertakers in relation to their apparatus 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 respect

**3. AUTHORISATIONS**

The Developer shall be wholly responsible for securing at its own cost all rights, approvals and consents and the like to enable the Works to be properly and lawfully executed and completed (in accordance with the Agreement) and the subsequent implementation and functioning of the Works. For the avoidance of doubt any costs incurred/ or to be incurred by the Council in relation to any such approval or consent (including any application) shall be discharged by the Developer

**4. BOND**

- 4.1 The Developer and a bondsman satisfactory to the Council shall enter into a bond in a form approved by the Council guaranteeing the execution and completion of the Works in accordance with the Agreement
- 4.2 The amount of the Bond shall be the gross cost of the Works (including any sums payable to undertakers) as estimated by the Council taking into account any bills of quantities or tenders the Works and submitted by it to the Council

**5. MONITORING**

The Developer shall pay to the Council in respect of the costs of 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 £1,500

**6. INSURANCE**

The Developer shall take out and maintain, until two year 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 16), such insurance satisfactory to the Council in the sum of £10million 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. Such insurance shall be in place before the Works are commenced.

**7. CONTRACTORS AND CONTRACT**

- 7.1 The Developer shall employ a contractor to undertake the Works who has been approved in writing by the Council and who has been appointed further to a transparent and impartial competitive

procurement exercise

- 7.2. The construction contract shall not be let until the Scheme of Work and unless this requirement is waived by the Council the Safety Audit Stage 2 has been approved by the Council.

## **8. COMMENCEMENT OF WORKS**

The Developer shall give no less than 1 months' prior written notice (or such lesser notice as the Council may agree) of the commencement of the Works (and for the avoidance of doubt this notice is for the purpose of the Agreement only and does not constitute notice for any other function of the Council) Provided Always that the Works shall not be commenced before the following have occurred:-

- 8.1 the Council has issued written approval of the Scheme of Works;
- 8.2 Safety Audit Stage 2 Report has been approved unless this is not required by the Council;
- 8.3 The bond duly executed as a deed by the Developer and the approved bondsman has been delivered to the Council together with legal costs of the Council relating to the bond
- 8.4 the costs referred to in Condition 4 have been paid to the Council;
- 8.5 Condition survey has been supplied to the Council;
- 8.6 the Council has approved insurances.

## **9 GENERAL CONDUCT**

- 9.1 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 Developer shall act as the only client in respect of the Works for the purposes of the Construction (Design and Management) Regulations 2015).
- 9.2 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.
- 9.3 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 this is unavoidable or absolutely necessary on safety grounds or the Council otherwise direct.
- 9.4 The Works shall be undertaken with the minimum of disturbance to the highway and traffic using the highway and the Developer shall comply with the Council's proper requirements in this regard.

- 9.5 The Works are to be completed within the period specified in the Agreement provided that in the event of delay to the Works arising from some cause not within the Developer's control a reasonable extension of time shall be allowed.

## **10 MONITORING OF SITE AND MATERIALS**

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

## **11 ERRORS AND DEFECTS**

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

- 11.1 that any error has arisen in the position, levels, dimensions or alignment of the Works; or
- 11.2 that any work carried out or materials used for the purpose of the Works are defective in any material respect; or
- 11.3 that any damage has occurred in respect of the Works; or
- 11.4 that in any other respect the Works are not in accordance with the Scheme of Works;

and the Council so notify the Developer in writing of this then the Developer shall, at its own expense and to the satisfaction of the Council promptly take remedial steps to the satisfaction of the Council.

## **12 SUSPENSION OF WORK**

If in the reasonable opinion of the Council some part of the Works ought not properly to be commenced or continued the Developer shall on the written order of the Council suspend the progress of that part of the Works for such time and in such manner as the Council may consider necessary, and shall during such suspension properly protect and secure the Works.

## **13 COUNCIL TO ACT IN DEFAULT OR EMERGENCY**

- 13.1 if the Developer shall be materially in default in respect of any of the provisions of the Agreement and such default continues after the Council has given not less than 21 days' written notice of the steps required to remedy it; or
- 13.2 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 it is not reasonably practicable to cause the Developer to take the necessary remedial steps forthwith);

the Council may to the exclusion of the Developer take such steps itself and charge the Developer with the expenses incurred. This is without prejudice to any other right or remedy of the Council

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### **HEALTH AND SAFETY**

The Developer shall on substantial completion of the Works furnish to the Council the Health and Safety File prepared in accordance with statutory requirements including detailed plans and drawings showing the Works as the same have actually been 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 as the Council may require for purposes relating only to the Works and the highway.

### **15 COMPLETION**

On substantial completion of the Works the Developer shall clear away and remove from the site of the Works all plant, surplus material, rubbish, temporary works and items of every kind leaving the whole of the site of the Works clean and in a workmanlike condition to the satisfaction of the Council and the Developer shall lodge, if applicable, a Stage 3 Safety Audit report with the Council with the "Designer's respons". The Council shall issue the Certificate of Completion forthwith where the Health and Safety File has been supplied and if the Council is satisfied that the Works have been completed in accordance with the Agreement including any works as advised by the Council arising from the Safety Audit recommendations (and have been protected and maintained so that every part of the Works is in a sound and workmanlike condition free from any damage and any material wear and tear)

### **16 REMEDYING OF DEFECTS AND OUTSTANDING WORKS**

If at any time during the period of two years following the date on which the Council issue the Certificate of Completion 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) then following notification from the Council the Developer shall at his own expense cause such defect to be made good to the satisfaction of the Council.

### **17 RELEASE OF BOND**

- 17.1 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;
- 17.2 The bond shall be deemed to be fully discharged at the latest of the following:
  - 17.2.1 the date two years after the date on which the Council issues the Certificate of Completion; and
  - 17.2.2 the date on which all defects and outstanding works have been made good and completed as referred to in Condition 16; and
  - 17.2.3 the date on which the Council have recovered their full expenses in all cases where Condition 13 applies (County Council may act in default or emergency); and

- 17.2.4 the date on which the Town/Parish Council shall have furnished to the Council the detailed plans and drawings and consent to use as referred to in Condition 15

## **18 APPROVALS**

Nothing in the Agreement including any approval, consent or authorisation from or payment to the Council shall imply in any way that the subject matter of such approval, consent, authorisation or payment is fit for its intended purpose or relieve the Developer from any liability or obligation on its part under the Agreement 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.

## **19 INDEMNITY**

The Developer shall indemnify the Council in respect of all actions, liabilities, claims, costs and proceedings which may arise from or in connection with the carrying out of the Works (except insofar as may arise from the negligence or default of the Council)