

PLANNING & DEVELOPMENT HIGHWAY WORKS

**Section 278 Agreement
Guidance
Pack**



SURREY



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THIS DOCUMENT IS INTENDED TO ASSIST DEVELOPERS WHEN THEIR PLANNING PERMISSION REQUIRES THEM TO UNDERTAKE MEDIUM TO LARGE SCALE DEVELOPMENT RELATED HIGHWAY WORKS UNDER S278 OF THE HIGHWAYS ACT 1980.

THIS GUIDANCE SETS OUT THE BASIC INFORMATION REQUIRED FOR A HIGHWAY WORKS AGREEMENT UNDER Section 111 Local Government Act 1972 and Section 278 of the Highways Act 1980.

1. The name and address (or Company name and Registered Office) of the developer (i.e. the applicant for planning permission), plus contact name and telephone number.
2. A description of the proposed development, planning application number and date of submission and a copy of the District Council Planning Committee report.
3. A description of the required highway works. This should be broad, as complete as is possible at this stage, and avoid jargon words if possible. Detailed engineering specifications are not required for this description.
4. 10 copies (8 for the County Solicitor, 2 for Engineer) of a 1/500 scale surveyed plan indicating the general highway layout to at least Stage 1 Safety Audit certification and showing the planning application site edged in red, existing highway land upon which works are to be carried out coloured green. Any private land (which must be in the legal ownership of the developer) on which works are to be carried out and which will be dedicated to become part of the public highway, is to be shown coloured pink. The County Council will take title of the land on which the highway is to be built, at adoption. Third party land is to be shown in contrasting colour(s).
5. 10 copies of an Ordnance Survey location plan, preferably incorporated on the above layout drawing.
6. The estimated total cost of the works, with a breakdown of highway and statutory undertakers' costs. An agreement fee of 12% of the estimated total cost of the works will be levied with a minimum of £2,500. At least half of this fee will be paid at the outset, with all paid prior to completion of the Agreement. A separate charge will be made by the county council's Solicitor for preparation of the Agreement etc. Written confirmation is required from the developer at the outset that they will pay all County Council costs incurred to date should for any reason, the Agreement not be signed. If the actual cost of the works exceeds the estimate used for 7, below, an additional engineering fee will be paid and any Bond reductions will be affected.
7. Company name and UK Registered Office of the Surety for the Bond (a Clearing Bank, reputable Merchant Bank, reputable Insurance Company or any other person or organisation considered by the County Council to have sufficient financial standing). Cash deposits to the value of the works will also be accepted.
8. Estimated length of time for the completion of the highway works, plus start date.

9. Name and address of the developer's Solicitor, plus contact name and telephone number.
10. Name and address of the developer's Consulting Engineer, plus contact name and telephone number.
11. The developer is to deduce title to show that they are the owner of all the private land involved in the works agreement so that they can dedicate it as part of the public highway. Third parties have to be co-signatories of the Agreement and their land identified on the drawings (see item 4 above). The highway to be adopted will extend at least to the boundary of the site. The developer must also confirm that there are no "Private Rights" beneath any of the land subject of the agreement, and that he has taken sufficient precautions to ensure that is the case. A clause will be included in the agreement that protects the Council from any claims relating to such an eventuality arising as a result of the works.
12. The Developer will be responsible for funding any additional works which may be reasonably required by the Engineer resulting from any inadequacies in the Agreement drawings or arising from unforeseen circumstances, up to an agreed maximum of 5% of the total cost of the works or £10,000, whichever is the greater.
13. Confirmation that the Developer understands that they are responsible for the full cost of Stage 1,2 and 3 Road Safety Audits and alteration to, or provision of new, Traffic Regulation Orders as may be required, (to include advertising, processing Orders, staff admin cost, signs, road markings etc.). In addition, the developer should confirm that they are responsible for any costs associated with Factory Acceptance Test Costs (FATS) and Site Acceptance Test Costs (SATS) when installing or altering Traffic Signals of any kind.
14. Confirmation that the Developer will obtain a licence, from the Engineer for landscaping proposals, which affect the public highway.

Once the above information has been received, processed and a Works Agreement issued, the following will be required:

15. Working drawings, detailed layout design, construction of road and highway drainage works, longitudinal and cross sections (the above to include details of road markings and studs, road signs, street lighting, Statutory Authorities mains and services), all of which are to be prepared by a Consulting Engineer and approved by the Engineer and achieve Stage 2 Safety Audit Certification. The County Council will require CAD files of all approved drawings to be submitted to the Engineer. Each issue of a layout drawing from inception to Stage 2 Safety Audit is to be sent by the Consulting Engineer direct to the Local Planning Authority.
16. The Engineer may be consulted as to which contractors are approved by this Authority to carry out works once the Consulting Engineer's estimated value of work is known. The latter may also offer advice on suitable firms subject to the Engineer's agreement.
17. It will be for the developer to satisfy themselves that all necessary Noise Surveys have been competently undertaken in the existing circumstances of a site (i.e. former uses, if any) and following completion when traffic patterns have settled and after consultation with the Highway Authority. These tests can be carried out by the County Highway Authority's Noise Section upon prior arrangement and payment.

18. The Developer will state at the outset if any retaining structures are involved and initially indicate them on the layout drawing stating their maximum height. If their use is considered necessary and acceptable, approval of the detailed design must be obtained from the County Council for which a separate fee is paid by the Developer. A commuted sum will also be paid through a clause in the Agreement.

19. In March 2010 Skanska – Surrey Lighting Services (S-SLS) took over the management of the streetlights in Surrey as part of a long-term PFI maintenance and renewal contract with the council. This PFI contract changes how the council handles street lighting matters associated with highway agreements.

For details on street lights in new developments refer to [specification and adoption details](#).

S-SLS will check section 278 agreement street lighting designs to ensure that they meet the council's requirements. It is therefore recommended that developers employ S-SLS to design street lighting for section 278 agreements, to avoid delays associated with street lighting designs done by others not meeting the council's requirements. Developers may still use others to design street lighting for section 278 agreements, but SIS will need to check their designs.

Street lighting on section 278 agreements works must be installed by S-SLS. Others cannot work on streetlights on the public highway, unless otherwise agreed in writing by S-SLS. After completion of the Section 278 agreement and the council has accepted the highway works design - including the street lighting design - developer should make their own arrangements directly with SIS to install the approved street lighting in the section 278 agreements works.

Developers need to include street lighting information on their as-built drawings submission, before the hand-over of the section 278 agreements works to the council.

S-SLS can be contacted at:

- Address: Skanska – Surrey Lighting Services, Hazel House, Merrow Lane, Merrow, Guildford, Surrey, GU4 7BQ
- Office Phone Number: 0300 200 1003
- Email: surreylightingservices@skanska.co.uk

20. It is the responsibility of the developer to ensure that upon installation and prior to adoption all streetlighting equipment shall be fully operational. For the avoidance of doubt, this will include the Leaf Node, Branch Node and associated communication functions. The developer shall ensure that all units are registered with Harvard CMS 'Developer Trunk Node' (CMS Supplier) prior to adoption. Further details on registering lighting units can be found on the '[Specification and Adoption Details for Street Lights in New Developments](#)' web page.

21. The use of soakaways to drain adoptable highway may be acceptable, subject to satisfactory soakage tests, SUDS and other strict criteria.

22. If after conclusion of the Agreement, it is found necessary to extend or delete an area of originally private land, this will be covered by a Deed of Variation. The engineering and legal costs incurred by SCC will be paid in full by the developer.

23. The developer will write at the outset to confirm that they understand and will comply with the terms of these Guidance Notes and Chapter 10 of the Surrey Design Technical Appendix.
24. Separately from the Agreement, the developer shall be responsible for applying for and gaining a permit from Surrey County Council's Street Works Team in order to implement the works on the highway. The notice period varies depending upon the scale of the works and the classification of the road but an application may need to be submitted at least 3 months in advance of the intended start date. Further information is available on the [Traffic Management Permit Scheme](#) web page.
25. Surrey County Council, as Highway Authority, will require developers to pay a commuted sum towards:
- Maintenance of additional areas and features that would not be required save for the development and alternative materials, and
 - Non-standard features that have a higher maintenance cost compared with conventional materials or features.
 - Where appropriate, the Agreement will include provision of commuted sums towards maintenance. A schedule of items for which commuted sums will be sought from developers can be found on the [commuted sum](#) web page.

Applications for S278 Agreements should be submitted to Transport Development Planning at:

- Elmbridge: tdpelmbridge@surreycc.gov.uk
- Epsom & Ewell: tdpepsomandewell@surreycc.gov.uk
- Guildford: tdpguildford@surreycc.gov.uk
- Mole Valley: tdpmolevalley@surreycc.gov.uk
- Reigate and Banstead: tdpreigateandbanstead@surreycc.gov.uk
- Runnymede: tdprunnymede@surreycc.gov.uk
- Spelthorne: tdpspelthorne@surreycc.gov.uk
- Surrey Heath: tdpsurreyheath@surreycc.gov.uk
- Tandridge: tdctan@surreycc.gov.uk
- Waverley: tdpwaverley@surreycc.gov.uk
- Woking: tdpwoking@surreycc.gov.uk

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