A30 Temple to Higher Carblake Improvement Order

Section 6 Agreement with the Highways Agency

Planning Act 2008
Infrastructure Planning
The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

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<td>A30 Temple to Higher Carblake Improvement Team, Cornwall Council</td>
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APPENDIX A Section 6 Agreement with the Highways Agency
## Glossary of Terms

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<th>Highways Agency</th>
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<tr>
<td>The Scheme</td>
<td>The A30 Temple to Higher Carblake Improvement Scheme</td>
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1 Executive Summary

1.1 The Secretary of State for Transport has agreed to authorise Cornwall Council to carry out the improvement of the A30 Temple to Higher Carblake Improvement Scheme as agent for and on behalf of the Secretary of State under section 6(5) of the Highways Act 1980.
2 Introduction

2.1 This document is submitted in relation to the application for a proposed development by Cornwall Council to the Planning Inspectorate, under the Planning Act 2008.

2.2 The application is for the Cornwall Council (A30 Temple to Higher Carblake Improvement) Order, to grant powers to make improvements to a 4.5km (2.8 mile) section of the A30 trunk road, which is currently single carriageway, by upgrading it to a dual carriageway; widening and realigning the existing carriageway to provide additional lanes, central reservation and verges; and the construction of three new grade separated junctions to replace the existing at grade crossings with three new overpass bridge structures and associated side roads (the “Scheme”). The Scheme length is 5.15km in total.

2.3 Regulations 5 and 6 of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 provide the statutory requirements for what must accompany a development consent application.

2.4 This document comprises one of the Application documents. It is not a statutory document, but has been included in the Application with reference to the Regulation 5(2)(q) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009, which allows for the inclusion of any other documents considered necessary to support the Application. The Applicant has included this document as evidence that a Section 6 Agreement with the Highways Agency has been entered into for the Scheme.

3 Section 6 Agreement with the Highways Agency

3.1 Section 6(5) of the Highways Act 1980, makes provision for the Secretary of State for Transport to enter into an agreement with CC (inter alia) for the carrying out by them of any work of improvement of, or other dealing with, any trunk road.

3.2 The Secretary of State is the Highway Authority for trunk roads, through the Highways Agency.

3.3 The Secretary of State, as Highway Authority for trunk roads, has agreed to authorise CC, as agents for and on behalf of the Secretary of State, to carry out the Scheme to improve the existing single carriageway to dual carriageway standard.

3.4 A copy of the agreement, including terms and schedule of the works and plans, is contained at Appendix A.
# A30 Temple to Higher Carblake Improvement Order

## Appendix A – Section 6 Agreement with the Highways Agency

Planning Act 2008  
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1 Section 6 Agreement with the Highways Agency
Highways Act 1980 Section 6

THE SECRETARY OF STATE FOR TRANSPORT

and

THE CORNWALL COUNCIL

Agreement under section 6(5) of the Highways Act 1980 as to the execution of highway works on the A30 trunk road
SECTION 6 AGREEMENT

THIS AGREEMENT is made as a Deed this 29th day of July 2013 pursuant to section 6(5) of the Highways Act 1980 between the SECRETARY OF STATE FOR TRANSPORT ("the Secretary of State") of Great Minster House, 33 Horseferry Road, London SW1P 4DR of the one part and THE CORNWALL COUNCIL ("the Council") of County Hall, Treyew Road, Truro, TR1 3AY of the other part.

WHEREAS

(a) The Council is proposing to carry out the A30 Temple to Higher Carblake Improvement ("the Scheme") as illustrated on the preliminary drawings numbered TRXCP311_P-101 to 108 (inclusive), copies of which are attached ("the Plans").

(b) The Council intends to make an application to the Planning Inspectorate pursuant to section 37 of the Planning Act 2008 for The Cornwall Council (A30 Temple to Higher Carblake Improvement) Development Consent Order 201X ("DCO") to construct the Scheme.

(c) The Scheme involves the carrying out of the works to the A30 ("Trunk Road") as shown on the Plans and indicatively described in the Schedule below ("the Works").

(d) The Secretary of State is the Highway Authority for the Trunk Road and accordingly the Council have requested the Secretary of State to authorise them to construct the Works as agent for and on behalf of the Secretary of State under section 6(5) of the Highways Act 1980.

(e) The Secretary of State has agreed to so authorise the Council to carry out the Works subject to the terms and conditions of this agreement.

(f) The Secretary of State has also confirmed that he will (subject to continued business case justification) provide funding towards the total Scheme costs in the sum of £30 million ("Committed Funding")

WHEREBY IT IS AGREED:-

1. The Council shall carry out the Works as agent of the Secretary of State.

2. The Council shall:-

   (a) use the Committed Funding (when received) towards the overall Scheme costs and shall otherwise carry out the Works at its own expense;

   (b) at all times indemnify and keep indemnified the Secretary of State against all actions claims costs demands expenses and liabilities of whatever nature (including but not limited to claims under Parts I
and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975) (as amended) which may be made at any time in connection with or incidental to the carrying out of the Works unless such claim arises exclusively as a consequence of any negligent act default or omission of the Secretary of State.

3. (1) The Council will be responsible for the whole of any reasonable and proper costs and expenses which the Secretary of State may reasonably and properly incur in relation to the Works and the implementation of this Agreement including without prejudice to the generality thereof any such costs and expenses in relation to:

(a) the approval of design work carried out by or on behalf of the Council;
(b) the carrying out of any supervision of the Works;
(c) all administrative and legal expenses including an appropriate sum in respect of general staff costs and overheads; and
(d) the costs of drafting negotiating and making this agreement.

(2) The sums referred to in this clause include any value added tax which is payable by the Secretary of State in respect of such costs and expenses and for which he cannot obtain reimbursement from HM Revenue and Customs.

4. The Works to be executed and the expenditure to be incurred by the Council in discharge of the functions carried out by it pursuant to this Agreement shall be subject to the prior written approval of the Secretary of State, such approval not to be unreasonably withheld or delayed.

5. The Council shall comply with all reasonable requirements of the Secretary of State as to the manner in which the Works are to be carried out.

6. The Council shall comply with any reasonable directions of the Secretary of State as to the terms of the contract to be entered into by the Council for the purpose of carrying out the Works.

7. The Works shall be completed to the reasonable satisfaction of the Secretary of State and, in particular, they shall be constructed in accordance with the Manual of Contract Documents for Highway Works and the Design Manual for Roads and Bridges published by the Highways Agency and any amendment to or replacement thereof for the time being in force in the event that, for any reason, the works are not completed to the reasonable satisfaction of the Secretary of State, the Council shall either procure the carrying out of such works as are necessary in order for the Secretary of State to be so satisfied, or the Council shall indemnify the Secretary of State in respect of his costs in carrying out such works.
8. The Council shall in the execution of the Works take such reasonable precautions for the protection of the public and private interests as would be incumbent upon the Council if it were the highway authority.

9. The Secretary of State and the Council acknowledge that the Scheme the Works and the Plans are subject to consultation and, if confirmed DCO and therefore may be subject to change. Accordingly, the Council shall not make any material changes or alterations to the Scheme, the Works or the Plans without the prior written approval of the Secretary of State, such approval not to be unreasonably withheld or delayed.

10. The parties to this Agreement shall at all times co-operate with each other in order to enable the Works to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

11. The Secretary of State confirms that this Agreement shall act, for the purposes of the proposed DCO, as the consent of the Secretary of State as street authority for the Trunk Road:-

   (a) to the application by the Council for the proposed DCO;

   (b) to the Scheme; and

   (c) to the Works.

12. Unless otherwise agreed in writing between the parties hereto this Agreement shall automatically terminate if the Works are not commenced within 4 years of the date hereof. Such termination would be without prejudice to the rights of the parties against each other for any breach of this Agreement which occurred before termination and without prejudice to the liability of the Council to pay any monies due and outstanding to the Secretary of State at the date of termination.

13. Any dispute or difference under or arising from this Agreement may be referred to arbitration at the instance of either party by written notice to an independent arbitrator agreed between the parties or, upon failure to agree within 14 days of the aforesaid notice, to a person appointed as arbitrator by the President of the Institution of Civil Engineers at the request of either party. The award or determination of such arbitrator shall be final and binding on the parties.

14. A person who is not a party to this Agreement shall not have any rights under or in connection with this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF the Secretary of State has hereunto caused his corporate seal to be affixed to this Deed and the Council has hereunto caused its common seal to be affixed to this Deed the day and year first above written.
SCHEDULE

The Works comprise the carrying out of alterations to the existing 2.8 miles (4.5 km) of single carriageway A30 trunk road between Temple and Higher Carblake to bring it up to dual carriageway standard. This will be achieved through an on-line improvement of the existing route, closely following both the horizontal and vertical alignment of the existing A30 in this vicinity. The works will involve:

- Widening and realignment of the existing carriageway to provide additional lanes, central reserve and verges. The revised route will have a standard cross section with carriageways of 7.3m (each with two lanes of 3.65m), 1m hard strips either side, verges of 2.5m and a hard central reserve which is 2.5m.
- Introduction of appropriate road restrain systems for the new layout and road side features.
- Construction of three new compact grade separated junctions, located at Cardinham Downs, Preeze Cross and Temple Tor to replace the existing at grade crossings with three new overpass bridge structures and associated side roads.
- Construction of a retaining structure to support the South West Water reservoir in the vicinity of Preeze Cross, facilitating the carriageway widening in this area.
- Construction of new compact junctions for Higher Carblake and Higher Colvannick.
- Revision of private accesses to specific properties in the vicinity of Preeze Cross and at Greenbarrow to redirect these onto the side road network.
- Minor adjustments to existing access to service stations on the existing eastbound carriageway of the A30 to suit the revised carriageway layout.
- Adjustment of existing Public Rights Of Way which abut or cross the existing A30 trunk road within the length of the scheme to suit the new layout.
- Revised signing and road markings in accordance with the new layout and to HA standards and national regulations.
- Construction of a sustainable drainage system (SuDS) to accommodate the existing and increased carriageway run-off using traditional rainwater runoff collection (gullies, fin or carrier drains), attenuation basins controlled by flow control devices, down stream defenders and connections into existing outfalls at three positions in the vicinity of Higher Carblake, Pounds Conce and Temple Tor.
- Improvement of an existing drainage culvert in the vicinity of Pounds Conce.
- Diversion of statutory undertakers’ apparatus to facilitate trunk road improvement works
- Repositioning of one listed milestone to facilitate the carriageway realignment and widening.
- Introduction of appropriate landscape planting.
The Corporate Seal of THE SECRETARY OF STATE FOR TRANSPORT hereunto affixed is authenticated by:

[Signature]

Authorised by the Secretary of State

The COMMON SEAL of THE CORNWALL COUNCIL was hereunto affixed in the presence of:

[Signature]

Authorised Signatory

Matthew Stokes
Corporate Governance and Commercial Group Manager
Legal Services
Cornwall Council