

DATED 22 February

2019

**THE COUNCIL OF THE  
BOROUGH OF TORBAY**

- and -

**DEVONSHIRE PARK LIMITED**

**DEED OF AGREEMENT**

under Section 278 of the Highways Act 1980  
in connection with  
Street Works at  
Long Road, and Devonshire Park retail site, Paignton  
in the Borough of Torbay

THIS AGREEMENT is made the 22 day of February 2019

**BETWEEN:**

- (1) THE COUNCIL OF THE BOROUGH OF TORBAY of Town Hall, Castle Circus, Torquay, TQ1 3DR ("the Council")
- (2) DEVONSHIRE PARK LIMITED (Co. No 105798) of Hawksford House 15 Esplanade St Helier Jersey JE1 1RB ("the Developer")

**WHEREAS:**

- (1) THE Council is the highway authority for the area within which the Works are situated
- (2) THE Council and the Developer have agreed to enter into this Agreement pursuant to section 278 of the Highways Act 1980 to secure the execution of and payment for the Works which will be of benefit to the Developer and of benefit to the general public at large

**NOW THIS DEED WITNESSES** as follows:

**1. ENABLING POWERS**

This Agreement is made pursuant to section 278 of the Highways Act 1980, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers enabling

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

The following terms in this Agreement shall have the following meanings:-

"Cash Bond Deposit Day" means 14 days prior to the commencement of the Works

"Communications Policy" means the annexed document entitled *Street Works and Works for Road Purposes. Communications Policy*

"Certificate of Satisfactory Completion" means the Certificate issued by the Proper Officer to the Developer upon Satisfactory Completion

"the Council" and "the Developer" includes their respective successors in title and assigns

"the Council's Account" means National Westminster Bank plc (Borough of Torbay General Account); Sort Code: 55-70-01; Account Number: 06040411

"the Developer's Account" means Devonshire Park Limited's Royal Bank of Scotland International account with Sort Code: 16-10-28; Account Number: 1028-50815787

"Drawing(s)" means the drawing(s) numbered

- i. 6826-H100 RevF General Arrangement
- ii. 6826-H101 RevC Site Clearance
- iii. 6826-H102 RevC Drainage Layout
- iv. 6826-H103 RevC Kerbing Layout And Details
- v. 6826-H104 RevC Construction Layout

- vi. 6826-H105 RevC Roadmarkings and Signage Layout
- vii. 6826-H106 RevB Standard Construction Details 1of2
- viii. 6826-H107 RevE Standard Construction Details 2of2
- ix. 6826-H108 RevD Local Direction Sign Layout

and (and any amended or additional drawing signed by the Proper Officer) which shall accord with the technical requirements of the Proper Officer and shall be approved by the Proper Officer prior to commencement of the Works

**"Estimated Cost"** means the sum of **£108,000** being the amount which is in the reasonable opinion of the Proper Officer the cost of carrying out the Works within the period specified in this Agreement

**"Final Certificate"** means the Certificate issued by the Proper Officer following the expiry of the Maintenance Period

**"Maintenance Period"** means the period of 12 months immediately following the date of the issue of the Certificate of Satisfactory Completion

**"Notice of Commencement"** means 14 days' prior notice in writing served by the Developer upon the Proper Officer of its intention to proceed with the Works

**"Proper Officer"** means the suitably qualified officer of the Council for the time being appointed for the purposes of this Agreement or of any provision contained herein

**"Property"** means the freehold land registered under title number DN478359

**"Satisfactory Completion"** means the completion of the Works in accordance with the Drawings that enables the Works to be used for the purpose for which they were designed save for any minor defects and "Satisfactorily Complete" shall be construed accordingly.

**"Specification"** means the specification for Highway Works 1991 produced by Her Majesty's Stationery Office as amended from time to time

**"Statutory Undertaker"** Means a statutory undertaker as defined in Section 329(1) of the Highways Act 1980 and other undertakers and public utility suppliers deemed to be statutory undertakers for the purposes of that Act

**"Traffic Manager"** means the suitably qualified officer appointed by the Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004

**"the Works"** means the construction of new accesses off Long Road into the retail site of Devonshire Park, Paignton as more particularly described in the Drawings

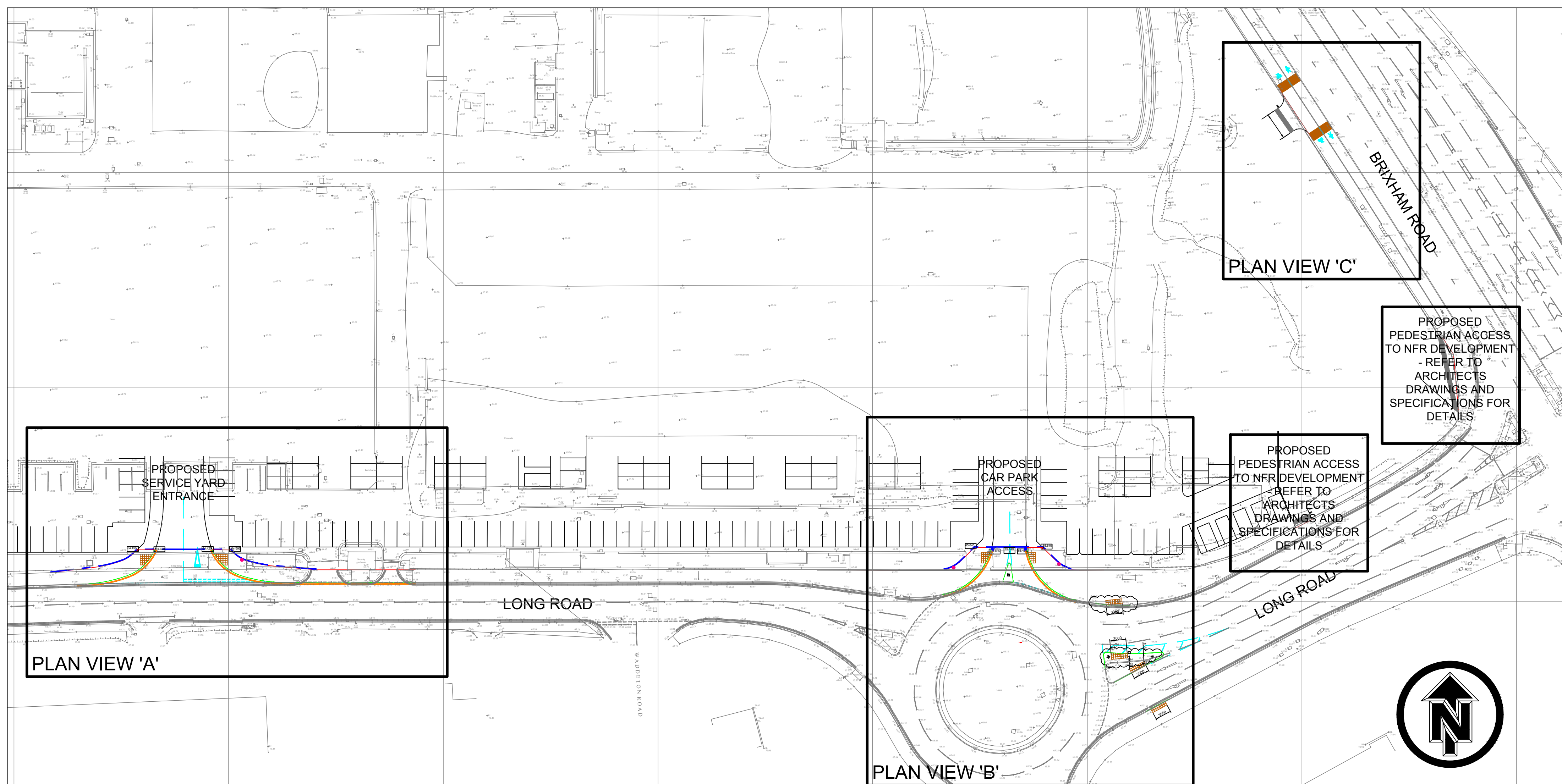
**"1991 Act"** means the New Roads and Street Works Act 1991

## 2.2 *Interpretation*

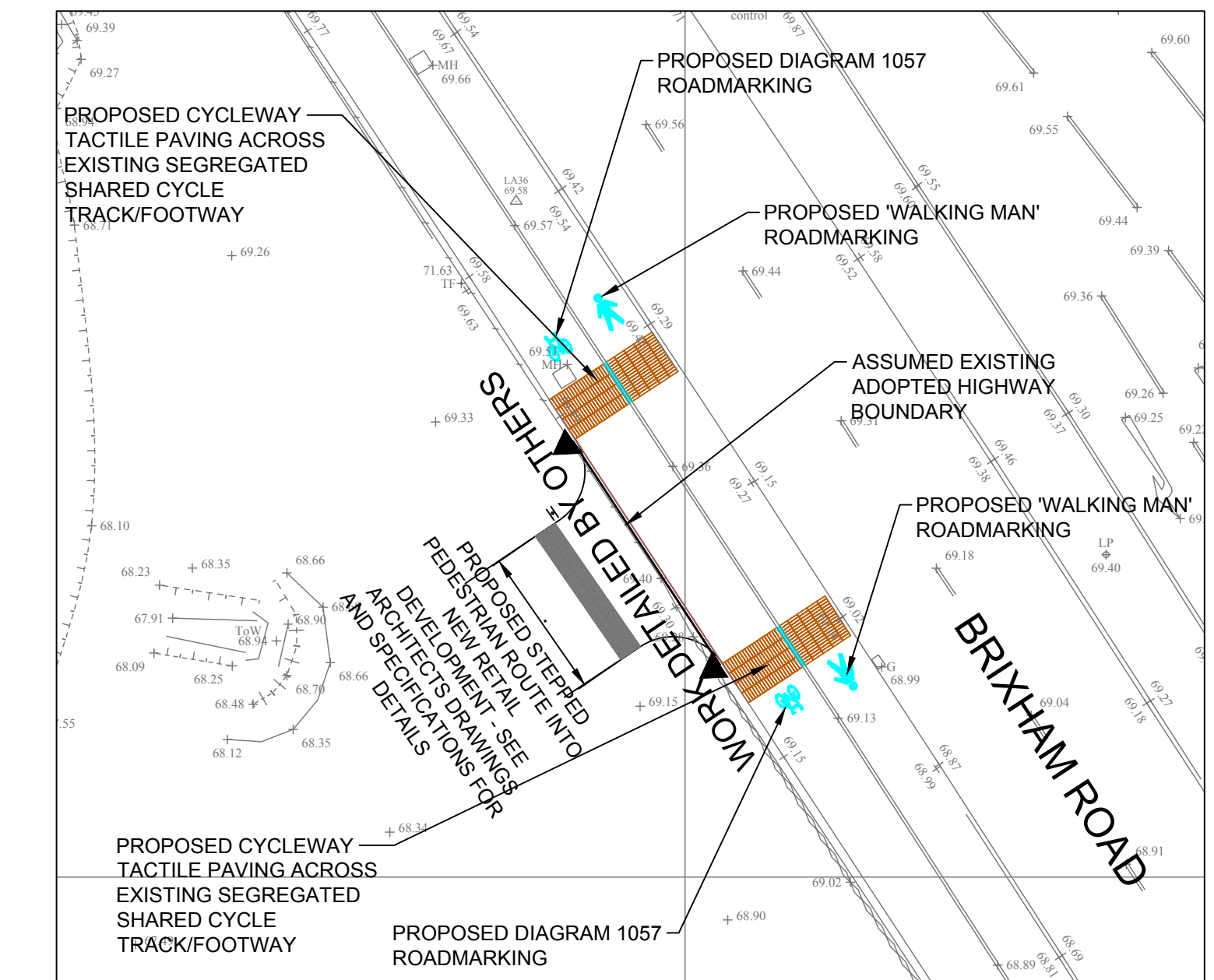
In this Agreement:-

- (a) the clause, paragraph and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- (b) any reference in this document to a clause, paragraph or schedule without further



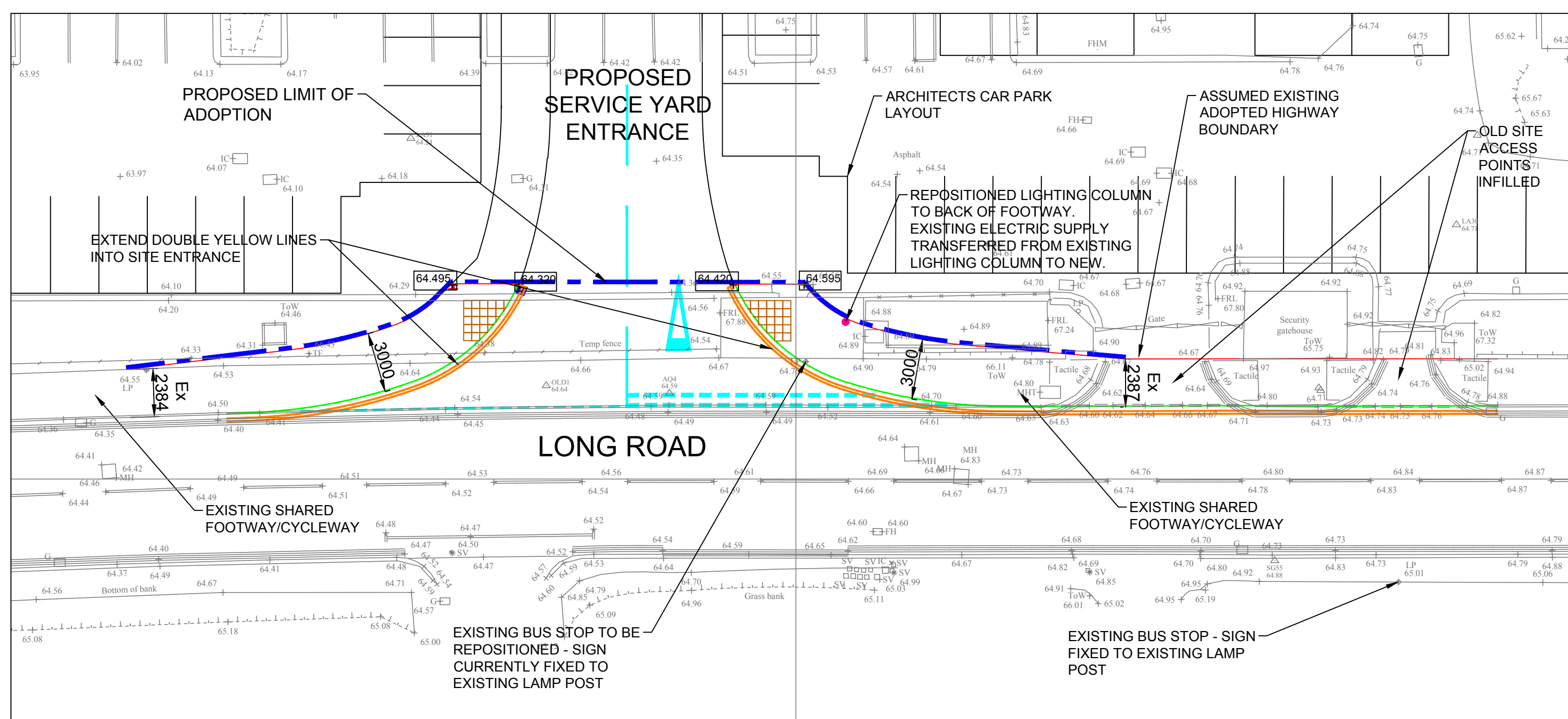


LOCATION PLAN  
Scale 1:500



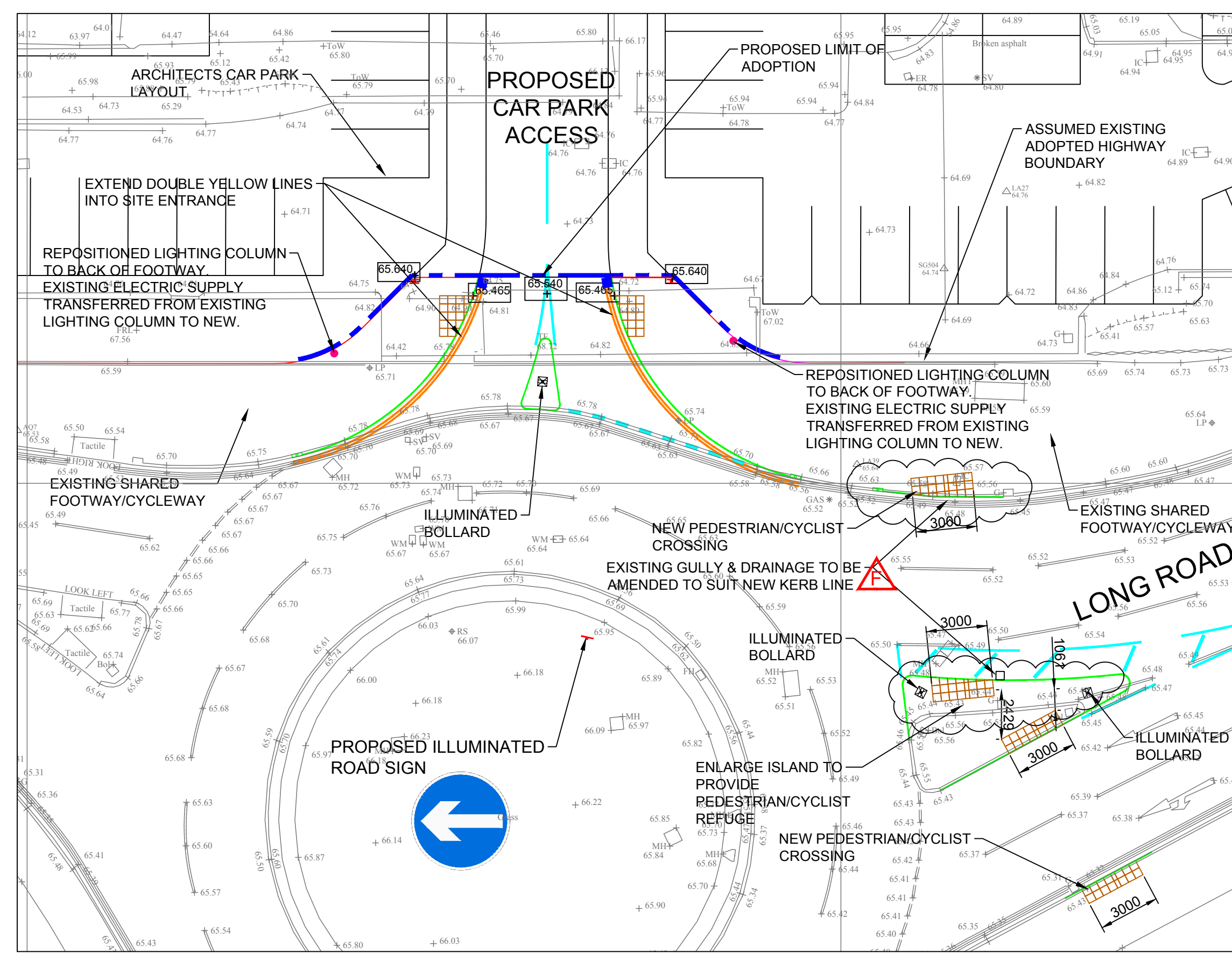
PLAN VIEW 'C'  
Scale 1:200

DESIGNER RISK INFORMATION	
IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:-	
<b>CONSTRUCTION:</b> Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.	
<b>MAINTENANCE/CLEANING:</b>	
<b>DECOMMISSIONING/DEMOLITION:</b>	
IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.	



PLAN VIEW 'A'  
Scale 1:200

KEY :-	
	PROPOSED PROPOSED LIMITS OF ADOPTION
	ASSUMED EXISTING HIGHWAYS BOUNDARY
	PROPOSED LEVELS



PLAN VIEW 'B'  
Scale 1:200

Rev	Date	Amendment	By	TD
A	15.02.18	Position of dropped crossings amended.		nt
B	09.03.18	Plan View 'C' added.		nt
C	21.03.18	Notes about pedestrian access off Long Road added.		nt
D	09.04.18	TENDER ISSUE		nt
E	05.11.18	New crossing point on Long Road added. Lighting columns moved to back of Footway. Pedestrian guardrails omitted.		nt
F	22.11.18	Note about amending drainage to suit new kerb line added.		nt

Drawing Status: **TENDER**

**mjm Consulting Engineers Ltd**

Southgate House, 38 Southgate, Wakefield WF1 1TL  
T: 01924 811 000 mjm.co.uk

Project: **DEVONSHIRE PARK PAIGNTON**

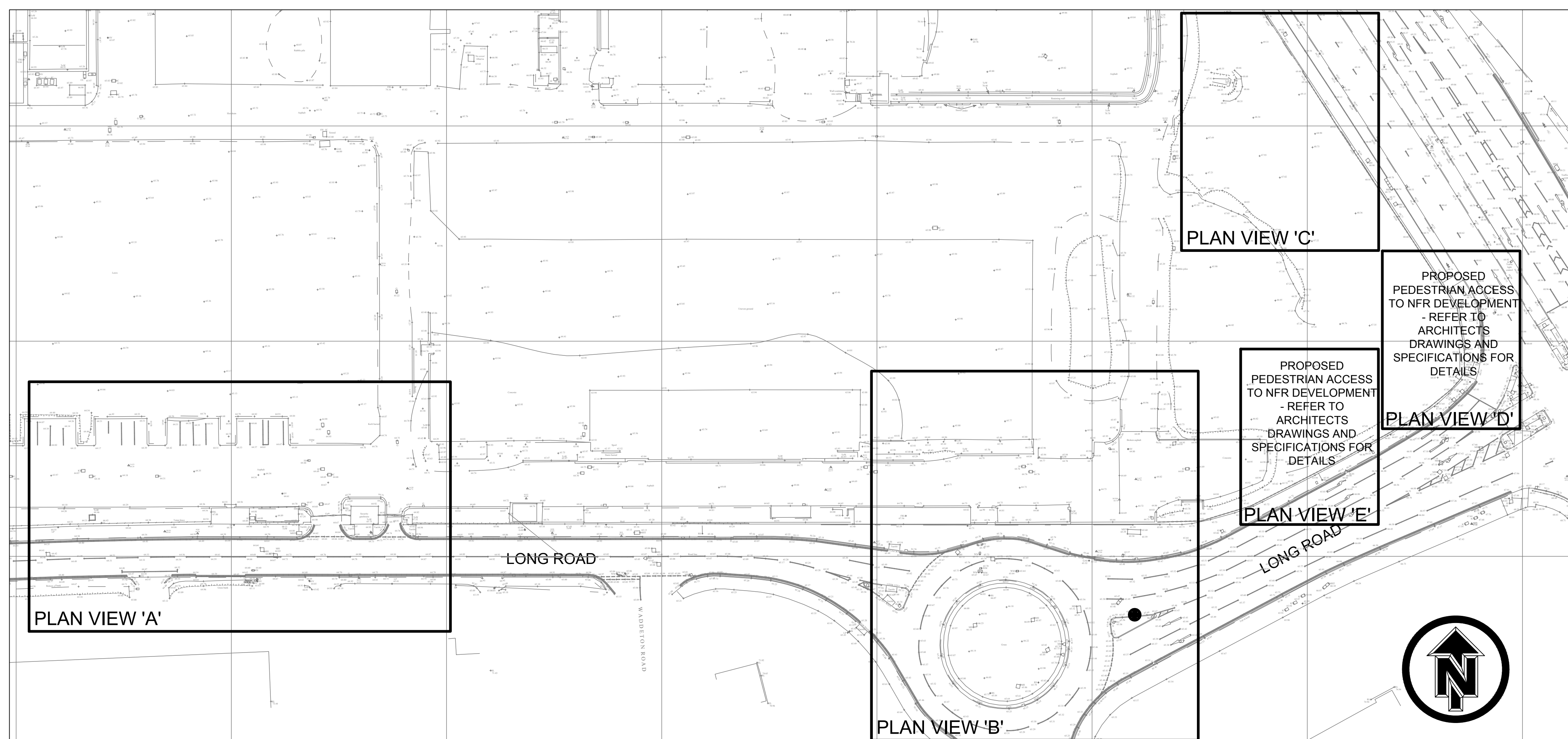
Client: **DEVONSHIRE PARK Ltd**

Drawing Title: **SECTION 278 WORKS - NFR DEVELOPMENT GENERAL ARRANGEMENT**

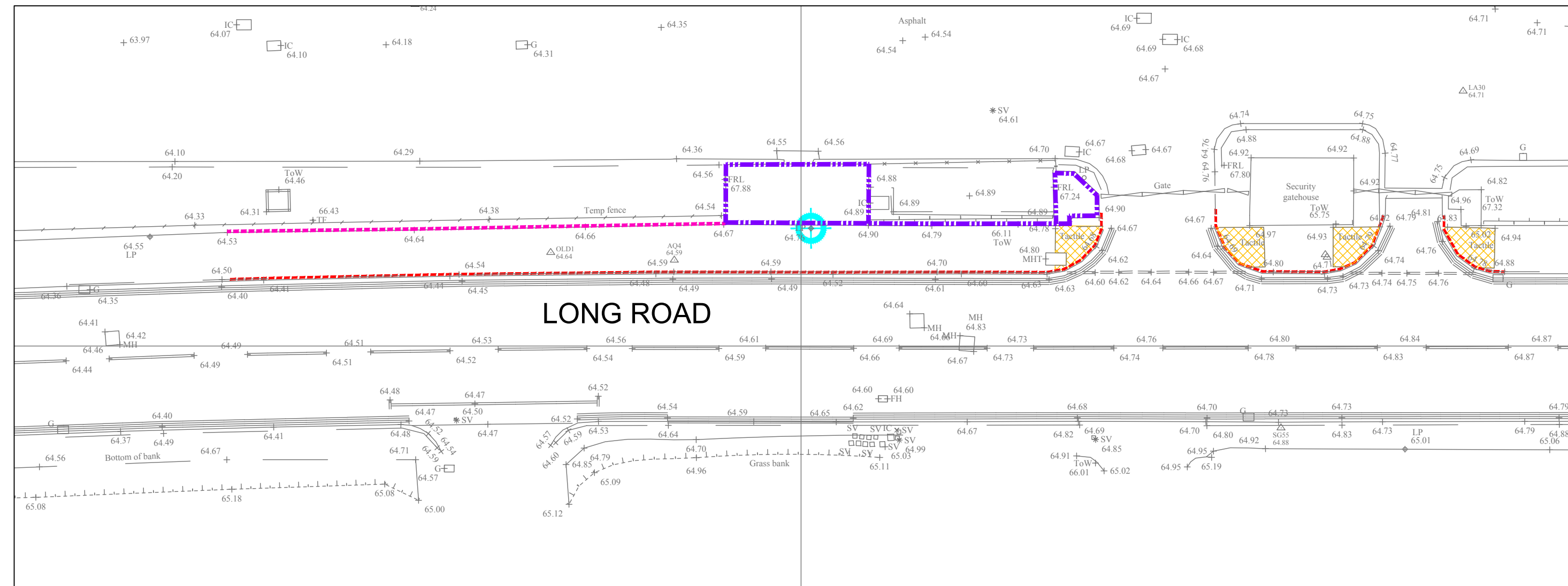
Date	Scale	Sheet Size
Dec 2107	1:200	A1
Project No:	Drawing No:	Revision:
6826	H100	F

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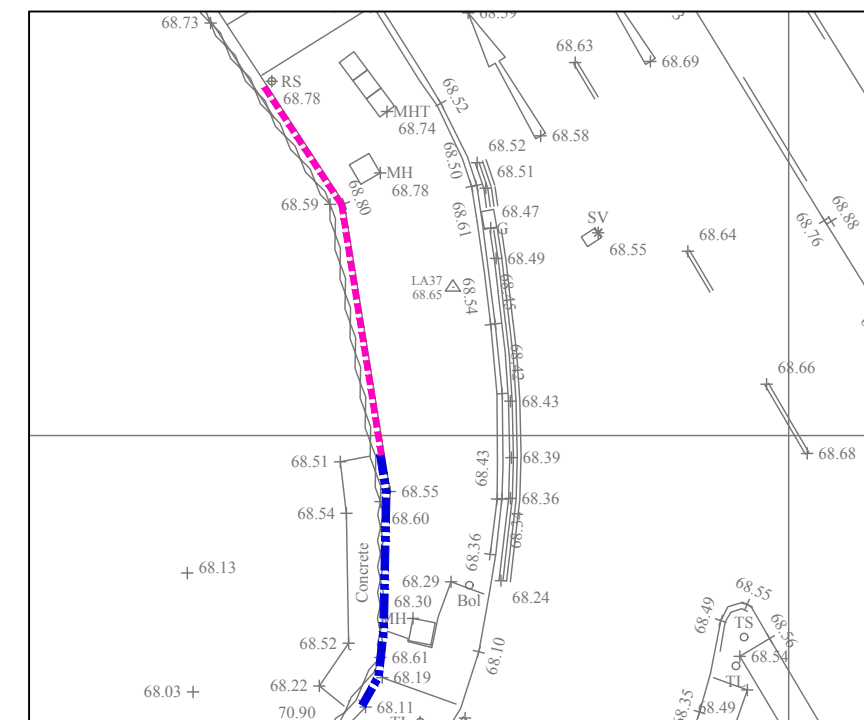




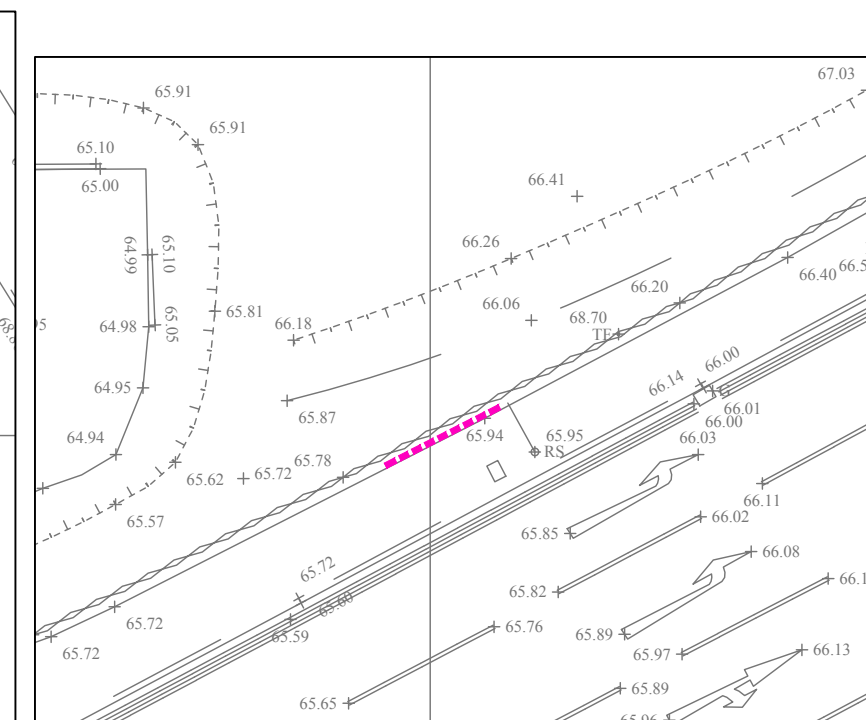
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Scale 1:500



PLAN VIEW 'A'  
Scale 1:200

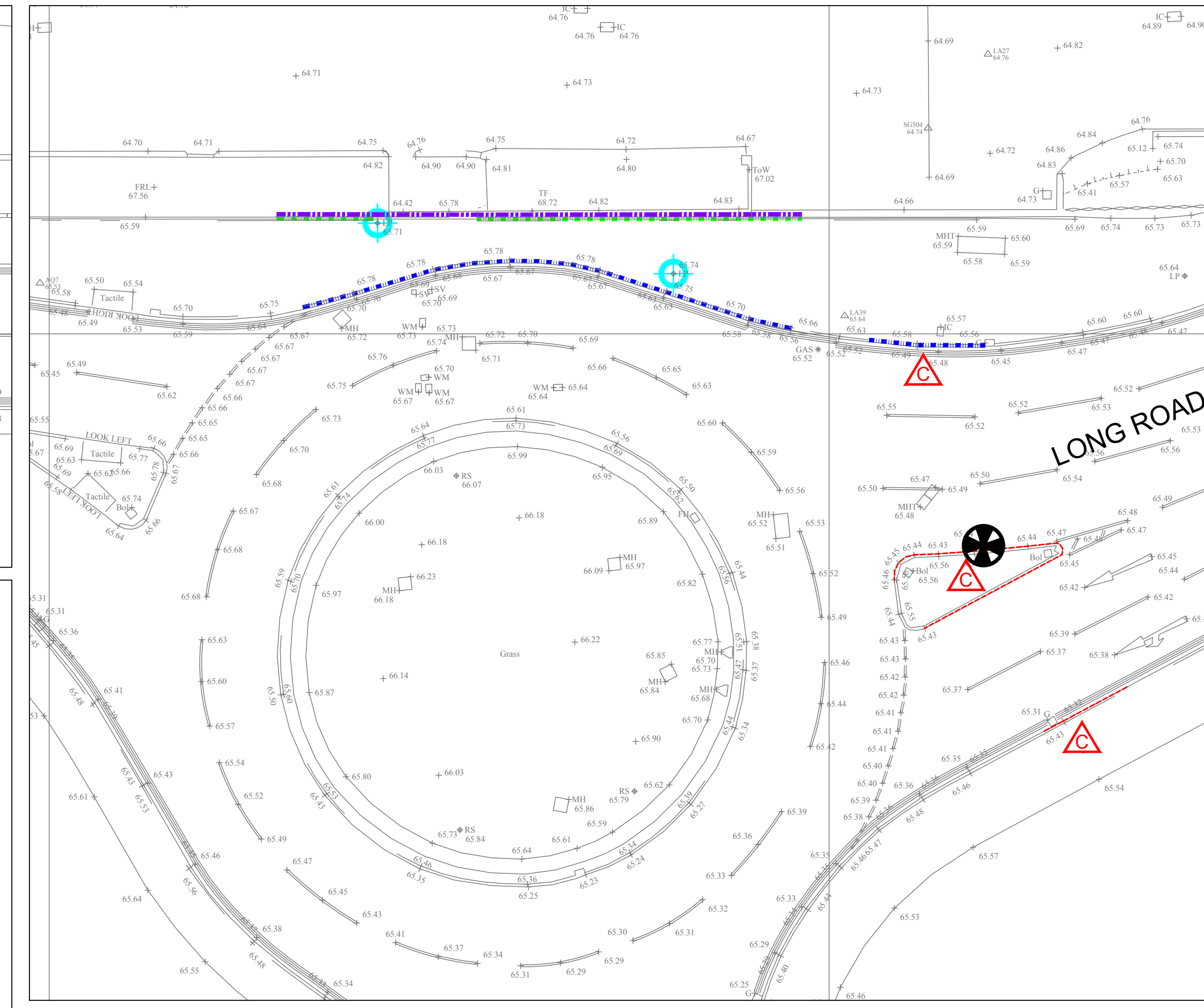


PLAN VIEW 'D'  
Scale 1:200

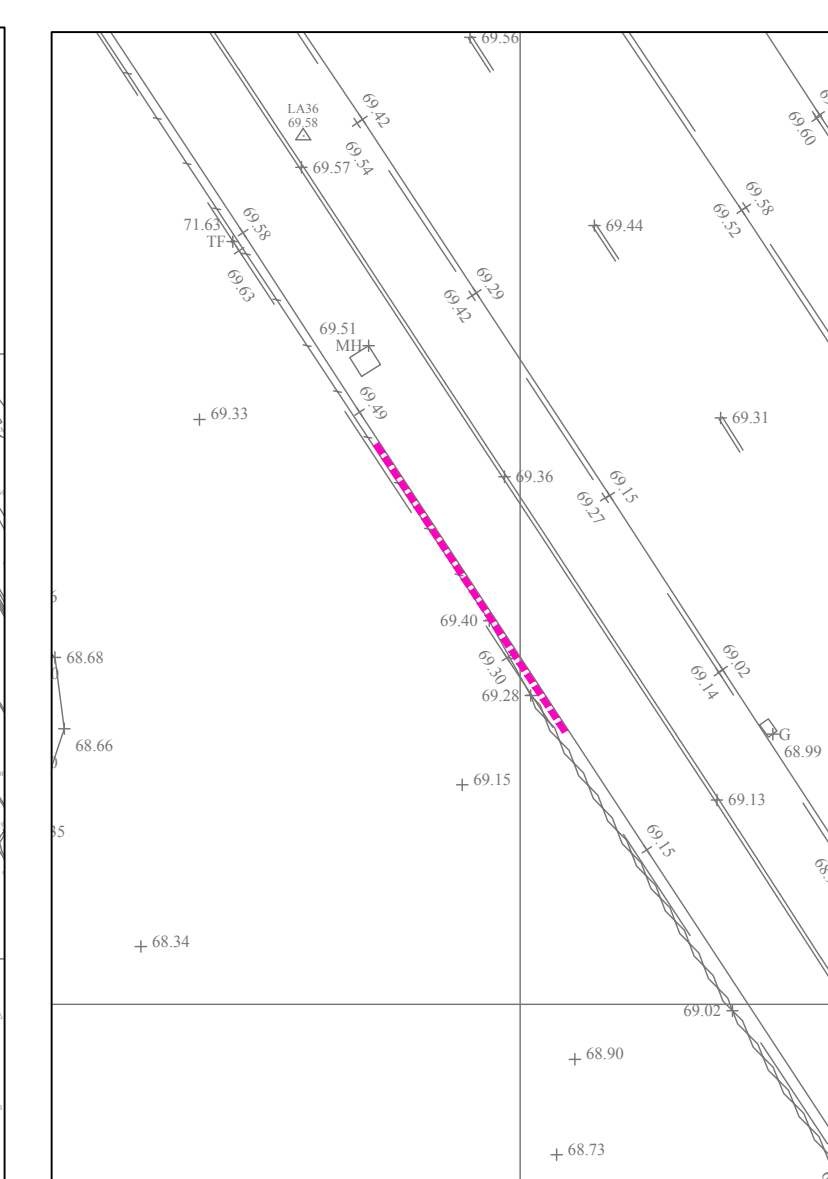


PLAN VIEW 'E'  
Scale 1:200

- KEY:**
- Existing PCC kerb, haunch and bedding removed to tip
  - Existing EnviroKerb kerb drain, haunch and bedding removed to tip
  - Existing PCC edging, haunch and bedding removed to tip
  - Existing coping stone, bedding and supporting structure removed to tip, Min 500mm below finished carriageway level
  - Existing wall removed to tip, Min 500mm below existing back of footway level.
  - Existing concrete plinth, 500mm wide, removed to tip, Min 500mm below existing back of footway level.
  - Existing 'Hauraton drainage channel, haunch and bedding removed to tip
  - Existing Tactile Paving removed to tip
  - ⊕ Existing lighting column and lantern to be safely disconnected and carefully removed and stored securely on site for re-use. All signs on existing lighting columns that are moved or removed are to be taken down and saved for re-use unless otherwise stated.
  - ⊗ Existing gully grating, frame and pot removed to tip, existing connection to be proved/rodded to allow new gully connection. Void left by gully to be backfilled with ST4 concrete.



PLAN VIEW 'B'  
Scale 1:200



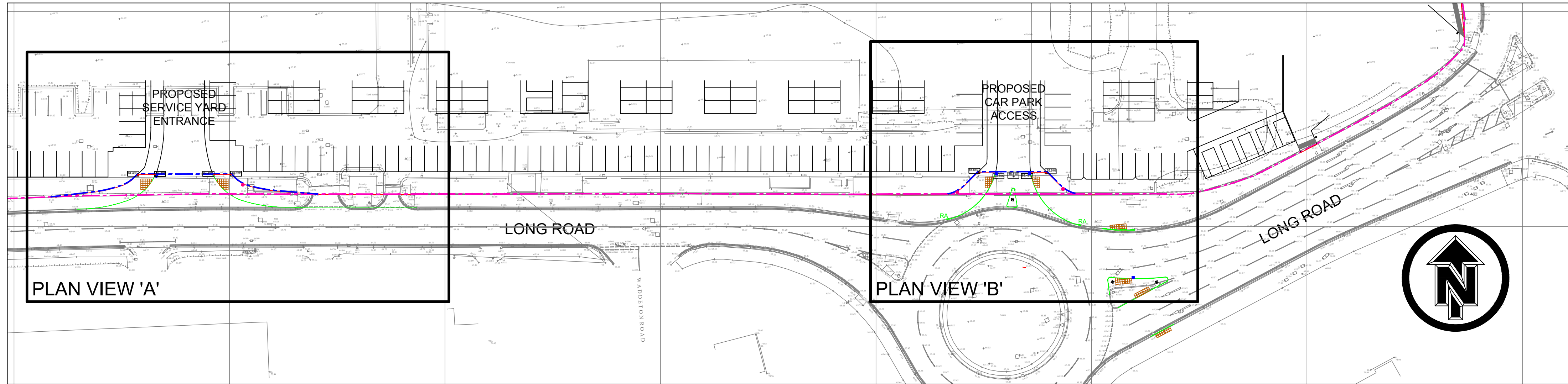
PLAN VIEW 'C'  
Scale 1:200

DESIGNER RISK INFORMATION	
IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:-	
<b>CONSTRUCTION:</b> Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.	
<b>MAINTENANCE/CLEANING:</b>	
<b>DECOMMISSIONING/DEMOLITION:</b>	
IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.	
<b>NOTE:</b>	
<ol style="list-style-type: none"> <li>Any works associated with removal of existing slats apparatus to be undertaken by the appropriate private utilities sub-contractors</li> <li>All alterations to existing Private apparatus to be carried out by others.</li> <li>Refer to MJMH drawing 6826/H103 for proposed Construction Details.</li> <li>Site clearance to be in accordance with SHW Series 200.</li> <li>Refer to MJMH drawing 6826/H104 for details of signs to be retained.</li> <li>Any existing posts and signs marked to be removed are to be removed to recycling tip.</li> <li>Any existing posts/signs and bollards marked to be retained to have all concrete removed from footing and safely stored on site ready for re-use.</li> <li>Treatment of the existing Highway Drain needs to be done in accordance with the Specification of Manual of Contract Documents for Highway Works. Road Markings that need to be removed need to be done by Hydro Removal Technique.</li> <li>Where existing drainage chambers are to be abandoned void to be filled with Type 1 granular material compacted at max. 150mm layers up to new carriageway formation level. Please refer to Drainage Layout drawing 6826/H102 for details.</li> </ol>	

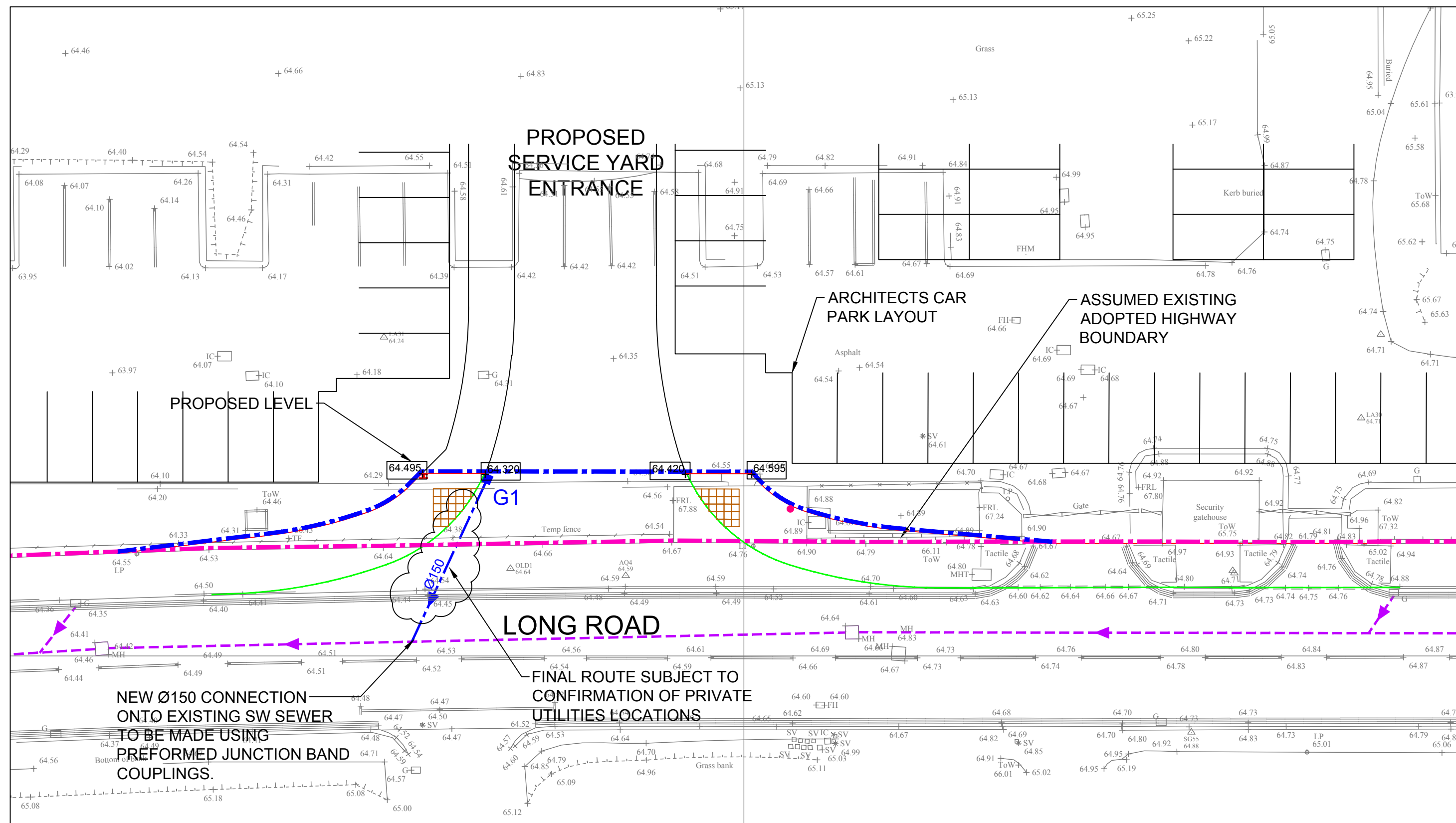
Drawing Status: <b>TENDER</b>			
<b>mjm Consulting Engineers Ltd</b>			
Southgate House, 38 Southgate, Wakefield WF1 1TL T: 01924 811 000 <a href="http://mjm.co.uk">mjm.co.uk</a>			
Project: <b>DEVONSHIRE PARK PAIGNTON</b>			
Client: <b>DEVONSHIRE PARK Ltd</b>			
Drawing Title: <b>SECTION 278 WORKS - NFR DEVELOPMENT SITE CLEARANCE</b>			
Date: <b>Dec 2107</b>	Scale: <b>1:200</b>	Sheet Size: <b>A1</b>	
Project No: <b>6826</b>	Drawing No: <b>H101</b>	Revision: <b>C</b>	

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LOCATION PLAN  
Scale 1:500



PLAN VIEW 'A'  
Scale 1:200

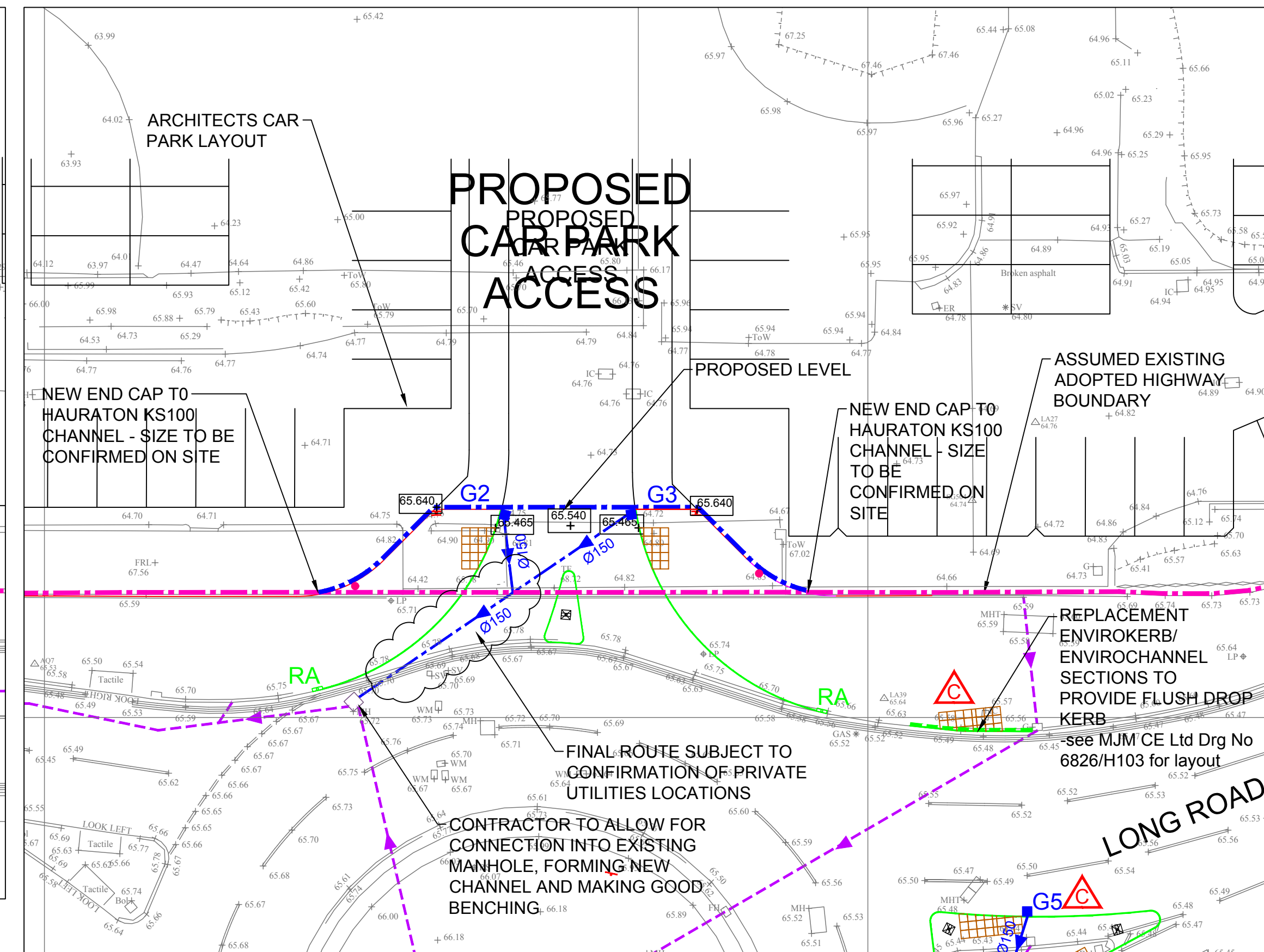
**DRAINAGE NOTES:**

- Existing gully connection stub positions to be determined on site by CCTV or trial hole excavations.
- Gully connections to be extended to give exact position of new gullies (see layout for approximate position of existing gully connections and proposed gully position).
- All gully connections to be 150mm dia vitrified clay with 150mm concrete bed and surround. All works materials and specifications to be in accordance with DTP Specifications for Highway Works 1998 and Amendments.
- All drainage works materials and specifications to be in accordance with Siewers for Adoption (7th Edition).
- All pipe runs to be air tested prior to backfilling where practical. Where appropriate the adoption authorities inspector shall be given 24 hours notice prior to any backfilling of works.
- Gully gratings and frames to be in accordance with EN124 grade D400 (B.S.Ref GA1-450) and Kitemarked. Gully grates shall be secured within its frame with an approved anti-theft locking device E.G. Hinged Fitting. Bars to be transverse (cycle friendly)
- Manhole covers and frames to be in accordance with EN124 grade D400 min clear opening 675mm min 150mm thick and Kitemarked unless specified otherwise.
- All unnecessary excavation below levels required shall be backfilled with the appropriate bedding material specified for the pipe run. Maximum trench widths for single pipes shall be as under. Where the trench width for a height of 300mm above the crown of the pipe is greater than that specified the contractor shall provide additional protection for the pipes to the satisfaction of the engineer.

Pipe diameter	trench width
150mm	600mm
225mm	700mm
300mm	800mm
375mm	850mm
450mm	950mm
525mm	1000mm
600mm	1100mm
675mm	1150mm
750mm	1250mm
825mm	1300mm
900mm	1400mm
975mm	1450mm
1050mm	1550mm

- Immediately following excavation of the trench, pipes shall be laid and jointed, on pipe bedding materials. Brick or other hard material shall not be placed under the pipes for temporary support. After jointing of the pipes the bedding, or where none is specified the backfill material, shall be brought up equally on both sides of the pipe first to the level of the center of the pipe and then up to a height 300mm above the crown of the pipe barrel. These shall be carried out immediately for all lines of drain pipes except in the case of drains jointed with cement mortar, for which the second operation shall be carried out on completion of testing. The bedding or backfill material, up to the level 300mm above the crown of the pipe barrel, shall be placed in layers each not exceeding 150mm in thickness and shall be carefully compacted for the full width of the trench with hand tools.

- Where a concrete bed, haunch or surround, is specified it shall be of concrete to S.H.W. Clause 503.3. Pipes shall be laid so that each one is in contact with the bed throughout the length of its barrel, bedding material being scraped away at each socket in the case of socketed pipes so that the socket does not bear on the bed.
- All pipes shall be jointed to comply with the manufacturers instructions & to the satisfaction of the engineer.
- All trenches shall be supported in such a manner as to ensure the safety of workmen and to protect the work from damage. In all cases where the ground is of unstable character, the trenches shall be close timbered or close sheeted from top to bottom. Where steel sheet is used to support the trench, steel shoring shall not be used in direct contact.
- Backfilling shall wherever practicable be undertaken immediately the specified operations preceding it have been completed. The material shall be placed by hand or approved mechanical means in layers not exceeding 150mm compacted thickness. In verges backfill material shall be brought up to ground level. Where the ground surface in the line of the trench consists of topsoil and the backfill is required to be brought up to ground level the final layer shall be topsoil to a depth of 150mm and the disturbed area seeded. During the whole of the work, the interior of all pipes shall be kept free from cement, bricks, soil or other deleterious matter, so as to hand over the pipes or drains perfectly clean and free from deposits on completion. Evidence of contamination may require CCTV survey at no cost to the client.
- The bore and linearity of all drains shall be checked visually. On completion of the works all manholes and drains other than french drains shall be flushed from end to end with water and left clean and free from obstructions.
- Trapped gullies shall be complete with gratings. They shall be firmly set in position on and surrounded with 150mm thick concrete to S.H.W. Clause 503.6, such that the top of the gully pot shall be no lower than formation level. The gully gratings and frames shall be EN 124 D400 (B.S. Ref GA1-450).
- Concrete pipes and fittings shall comply with the requirements of BS 5911 and shall have spigot and socket flexible joints 17. Precast concrete manhole units shall comply with the requirements of BS 5911.
- Contractor to allow for the adjustment in level of existing manhole covers and frames, existing gully grates and frames to suit proposed levels.
- Soft spots in the bottom of trenches shall be removed and backfilled with type 1 sub-base material, pipe bedding material or lean mix concrete.
- Contractor to allow for the cleaning out of all gullies at end of maintenance period and prior to handover.
- Gully pots for carriageways shall be:
  - concrete to BS 5911: part 230 unreinforced street gully with rodding eye and trap 450mm diameter x 900mm deep with 150mm diameter outlet
- Clay pipes and fittings shall comply with bs65. Specification for pipe bedding materials to be in accordance with BS EN295.
- All pipes to have 150mm Min granular pipe bedding and surround
- For all sewer runs main trench backfill to be granular Type 1 sub-base material compacted in Max 150mm layers, to underside of bituminous layers where in footways and carriageways and to underside of topsoil where in verges.
- All new connections onto existing sewers to be made using pre-formed junctions/saddles.



PLAN VIEW 'B'  
Scale 1:200

**KEY:**

	Existing Highway Authority Sewer.
	Proposed Gully. ALL GULLY JUNCTIONS TO BE 45° JUNCTIONS
	Proposed Ø150mm SW Drain. (Highway Authority drain)
	Proposed Rodding Access added to end of existing Envirokerb - Refer to MHM CE drawing No 6825/H107 for specification and details
	Proposed Envirokerb run - Refer to MHM CE drawing No's 6825/H107 for types and 6825/H107 for details.

Refer to MJM CE Drawings No 6825/H107 for Standard Drainage Details.

**DESIGNER RISK INFORMATION**

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Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.

**MAINTENANCE/CLEANING:**

**DECOMMISSIONING/DEMOLITION:**

IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.

Rev	Date	Amendment		
A	06.12.18	Works associated with new crossing at splitter island added.	nt	KD
B	09.04.18	TENDER ISSUE	nt	KD
A	20.03.18	Extent/depth of new adopted bellmouths amended, levels amended to suit New Envirokerb omitted.	nt	KD

Drawing Status: **TENDER**

**mjm Consulting Engineers Ltd**  
Southgate House, 38 Southgate, Wakefield WF1 1TL  
T: 01924 811 000 [mjm.co.uk](http://mjm.co.uk)

Project: **DEVONSHIRE PARK PAIGNTON**

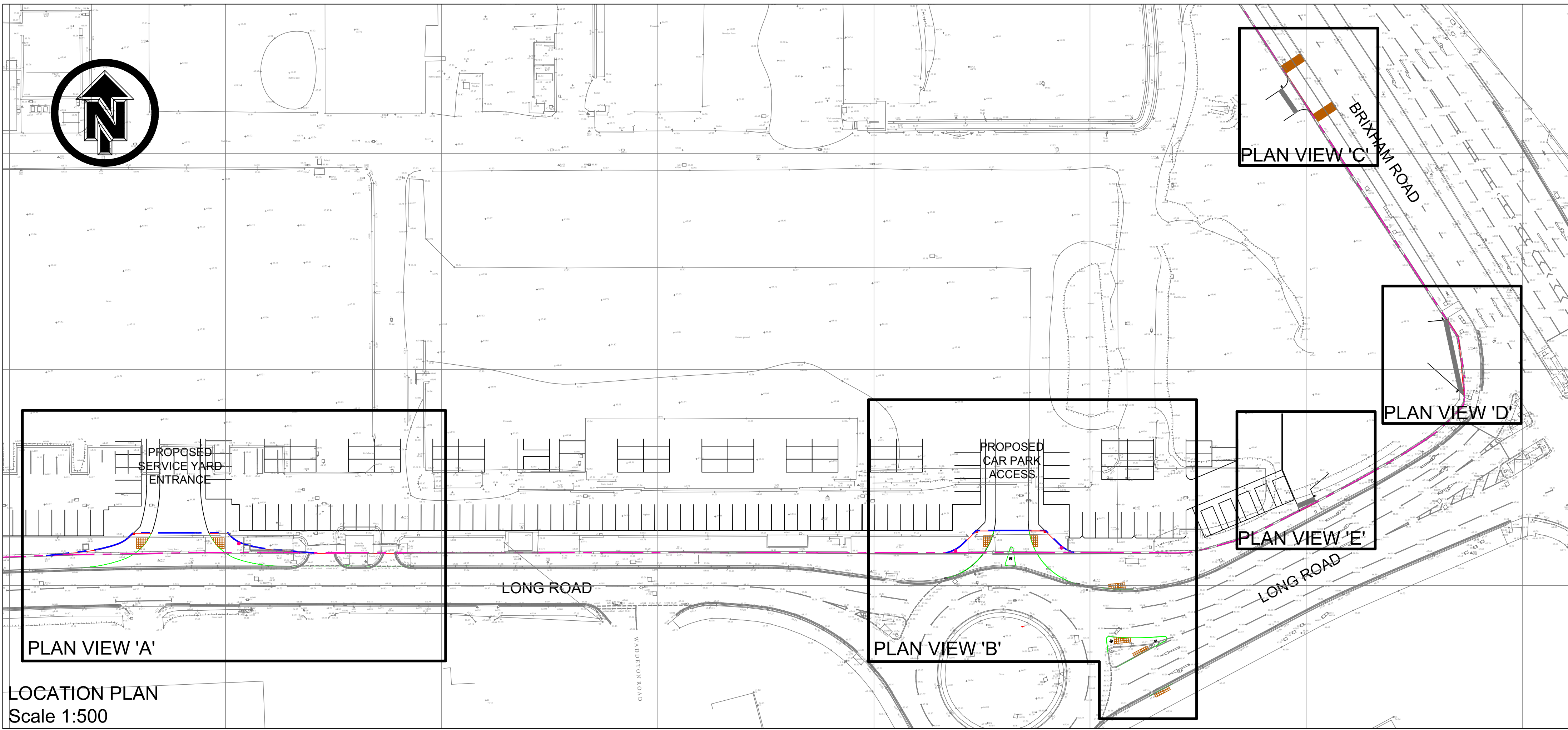
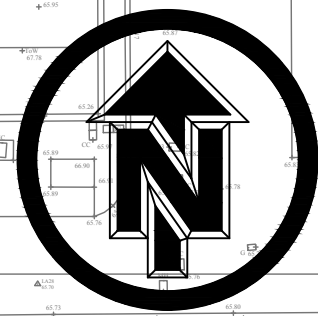
Client: **DEVONSHIRE PARK Ltd**

Drawing Title: **SECTION 278 WORKS - NFR DEVELOPMENT DRAINAGE LAYOUT**

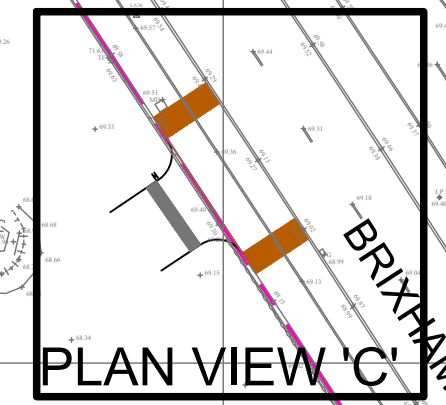
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Date: Dec 2107	Scale: 1:200	Sheet Size: A1
Project No: 6826	Drawing No: H102	Revision: B

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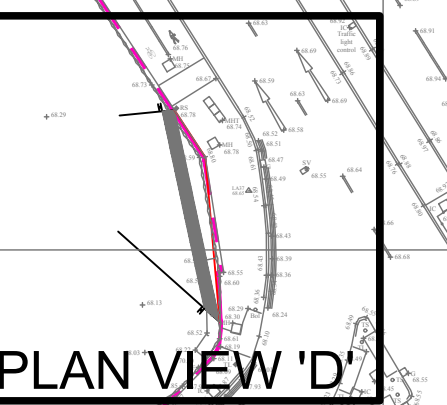




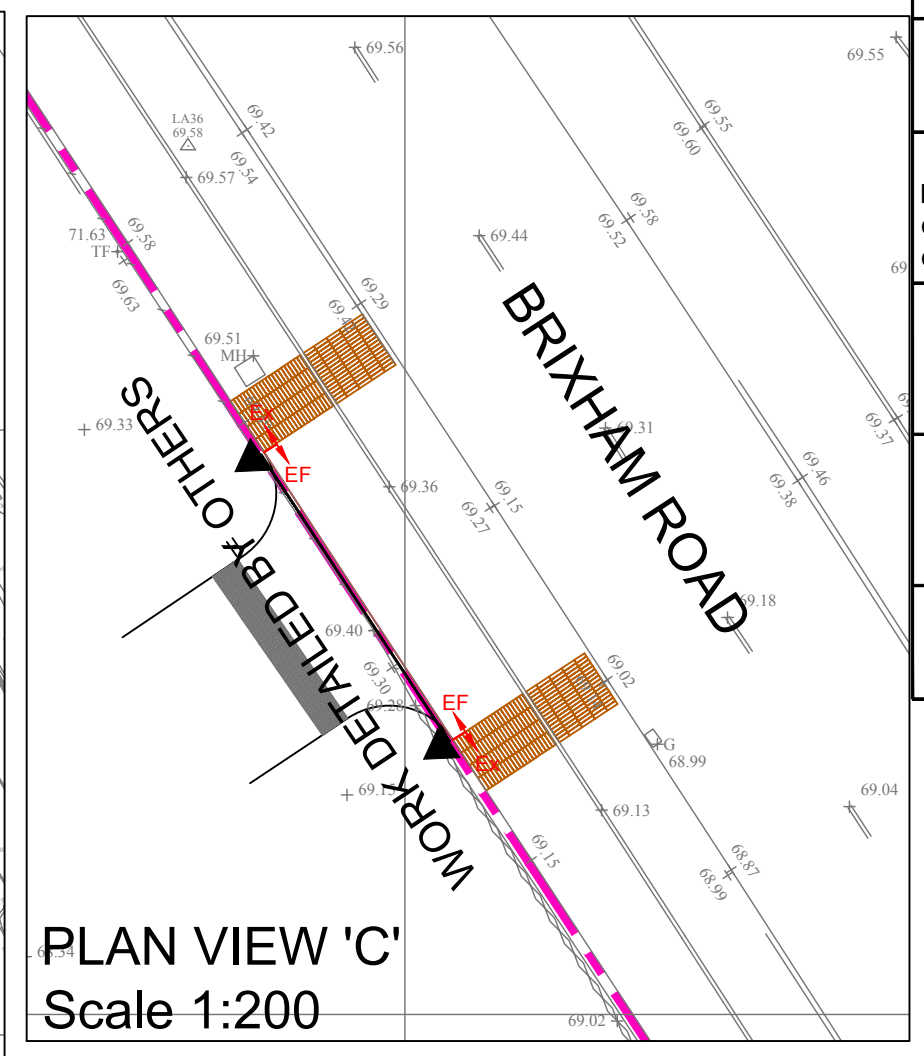
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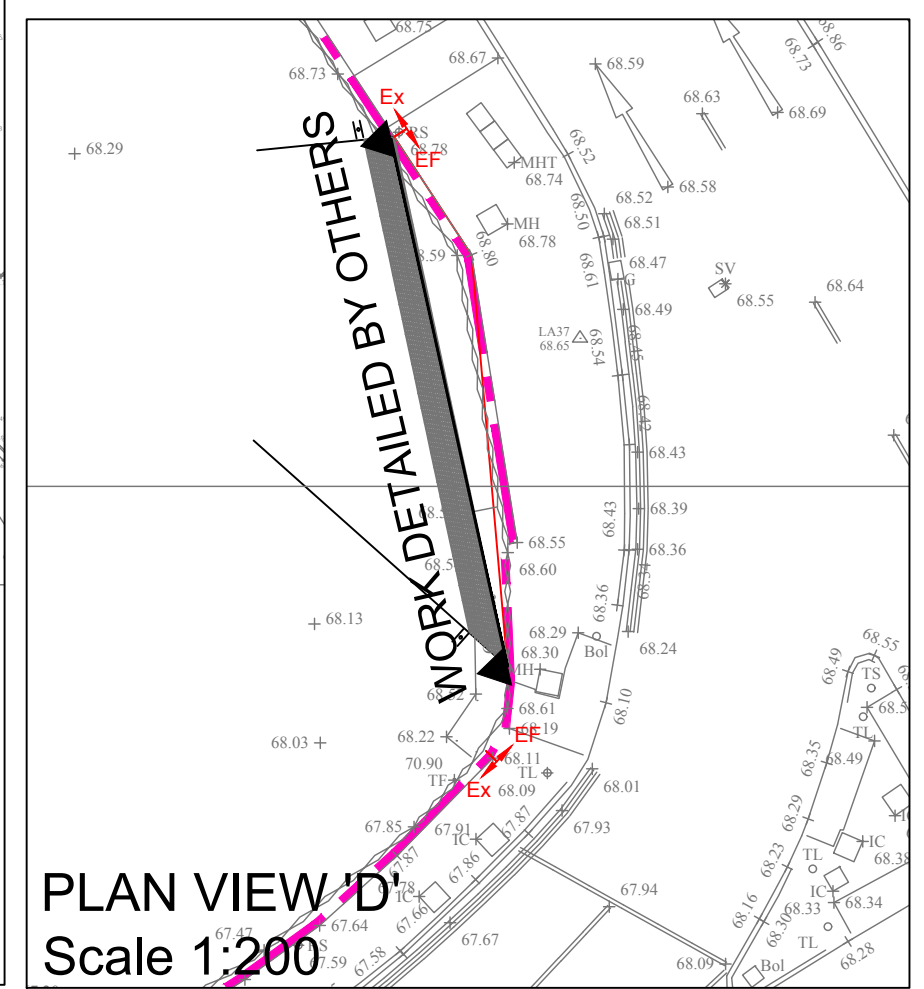
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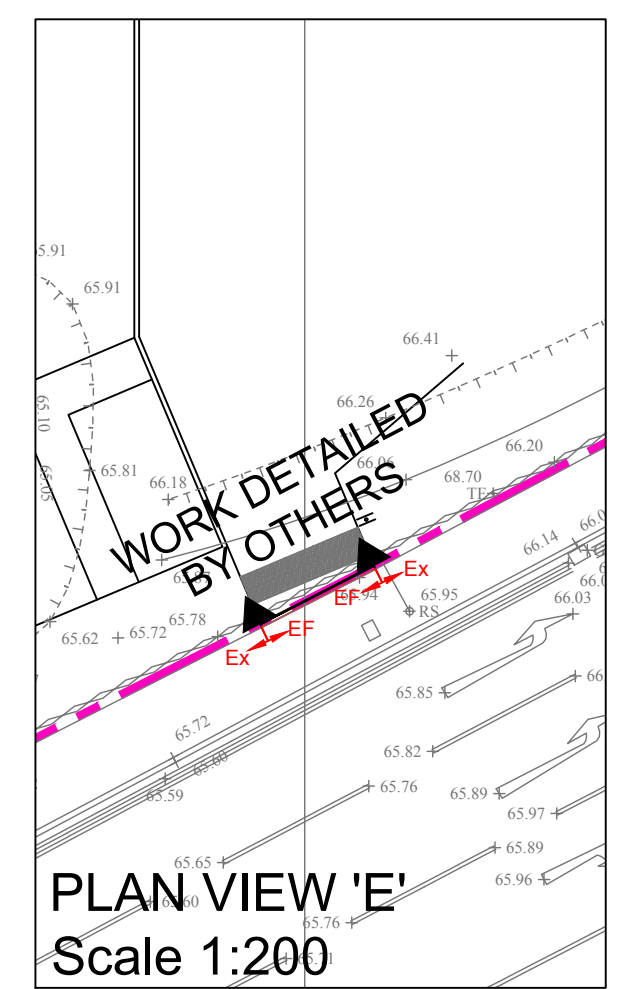
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PLAN VIEW 'C'  
Scale 1:200



PLAN VIEW 'D'  
Scale 1:200



PLAN VIEW 'E'  
Scale 1:200

**DESIGNER RISK INFORMATION**

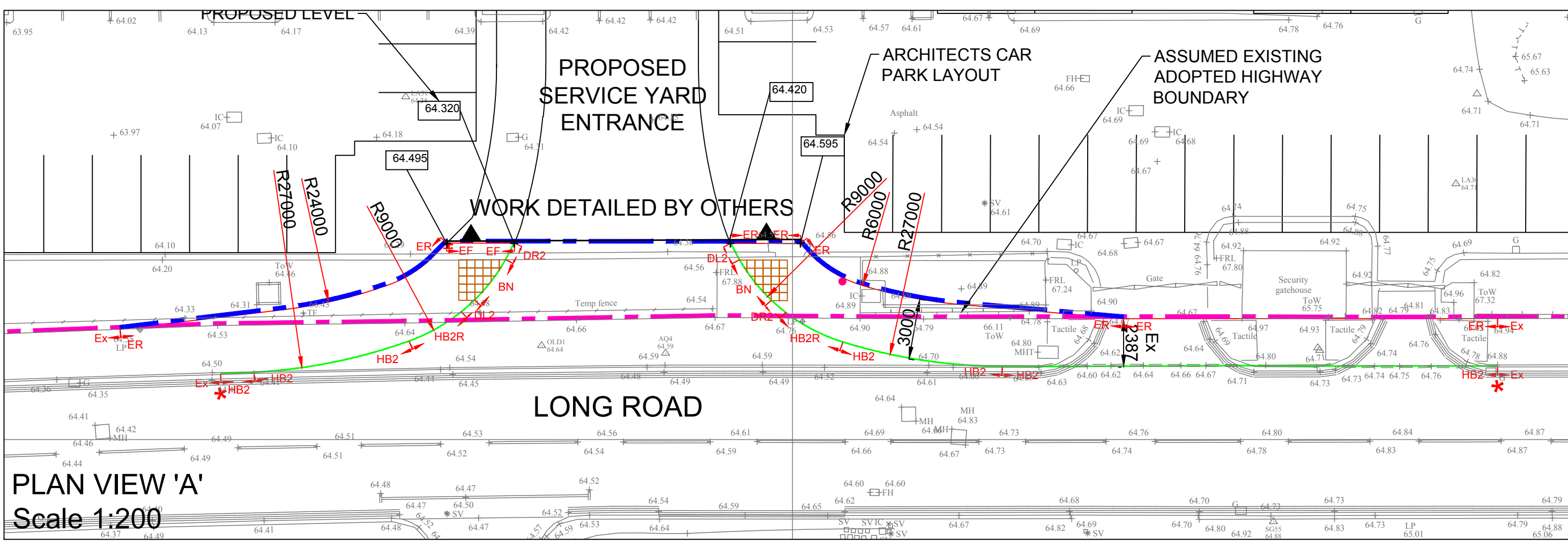
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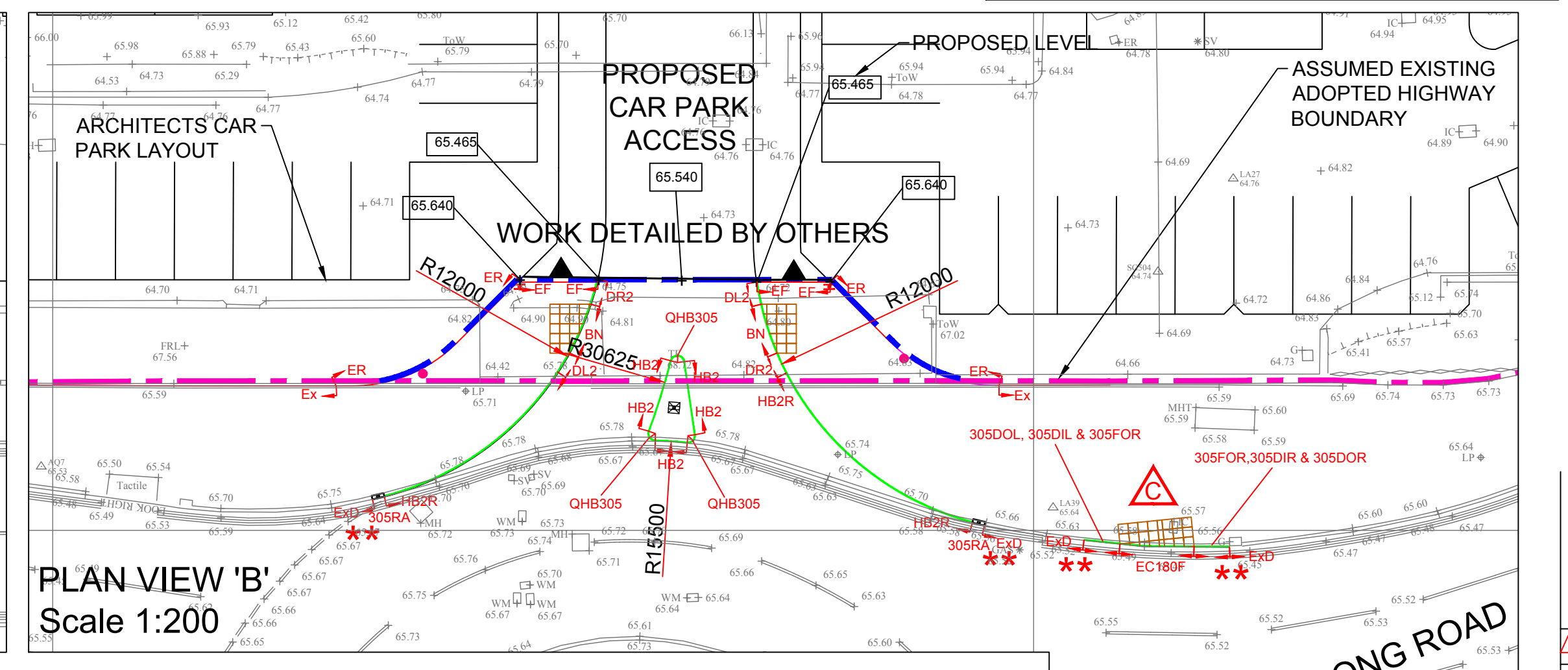
**MAINTENANCE/CLEANING:**

**DECOMMISSIONING/DEMOLITION:**

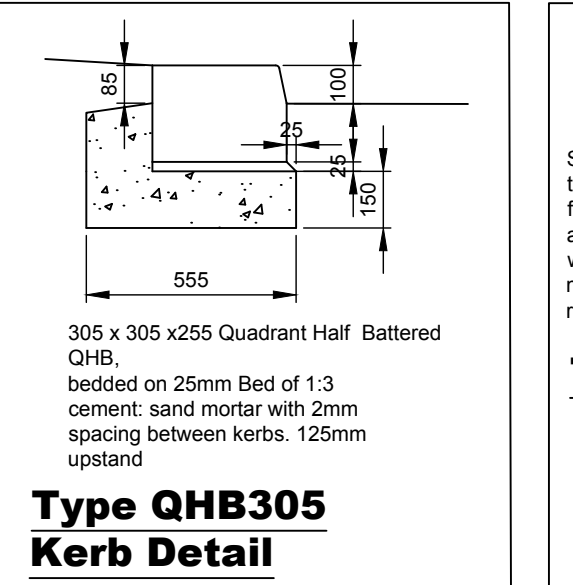
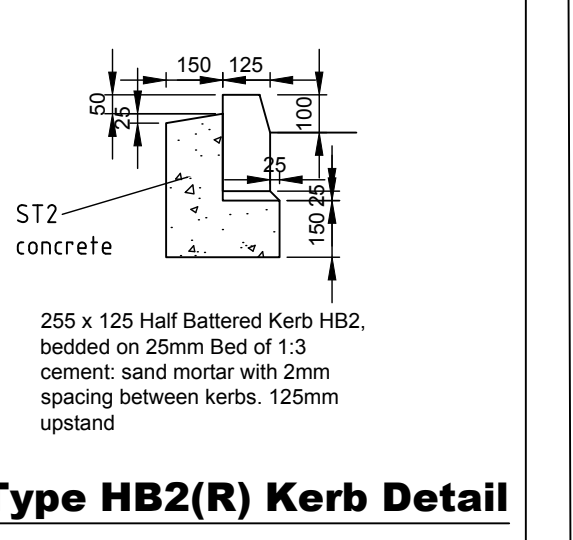
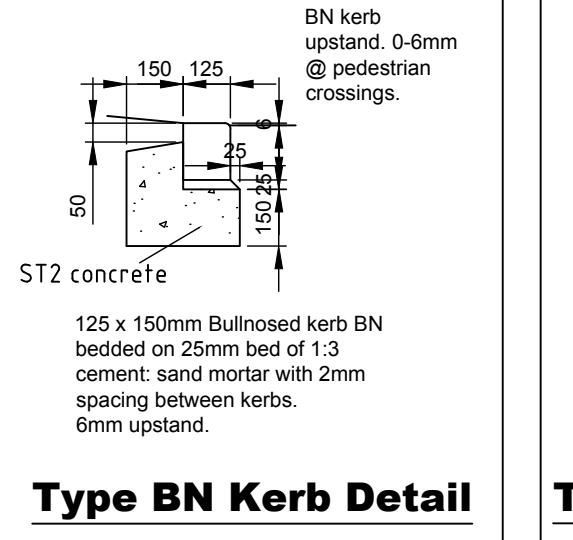
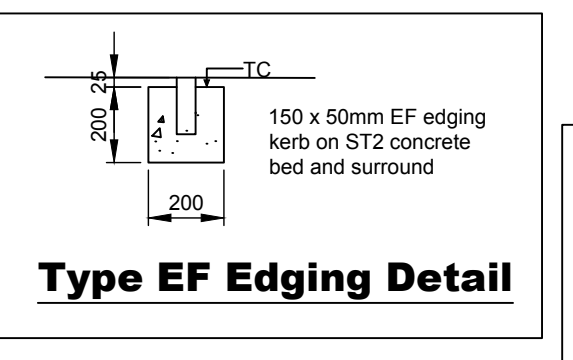
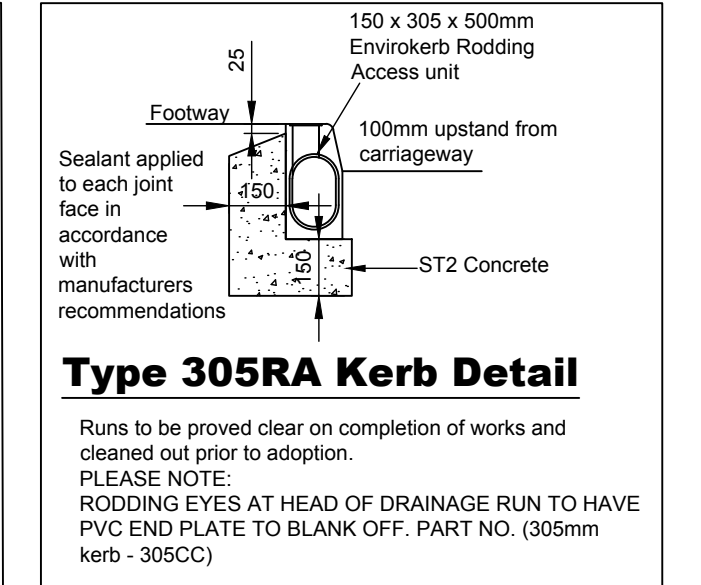
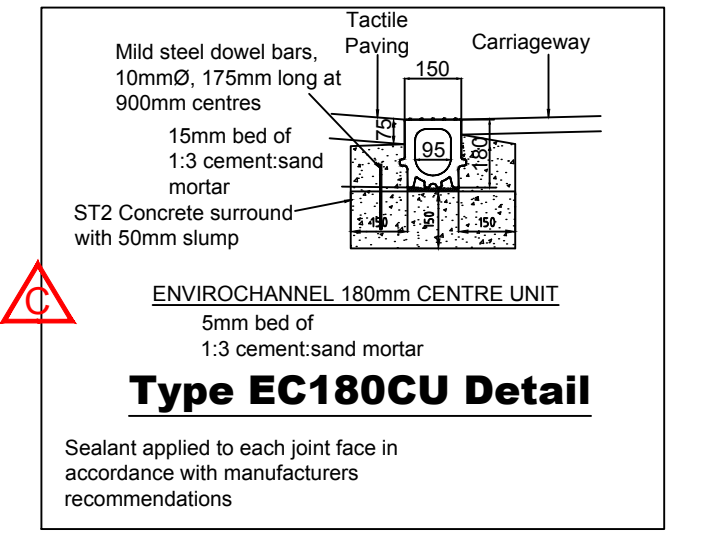
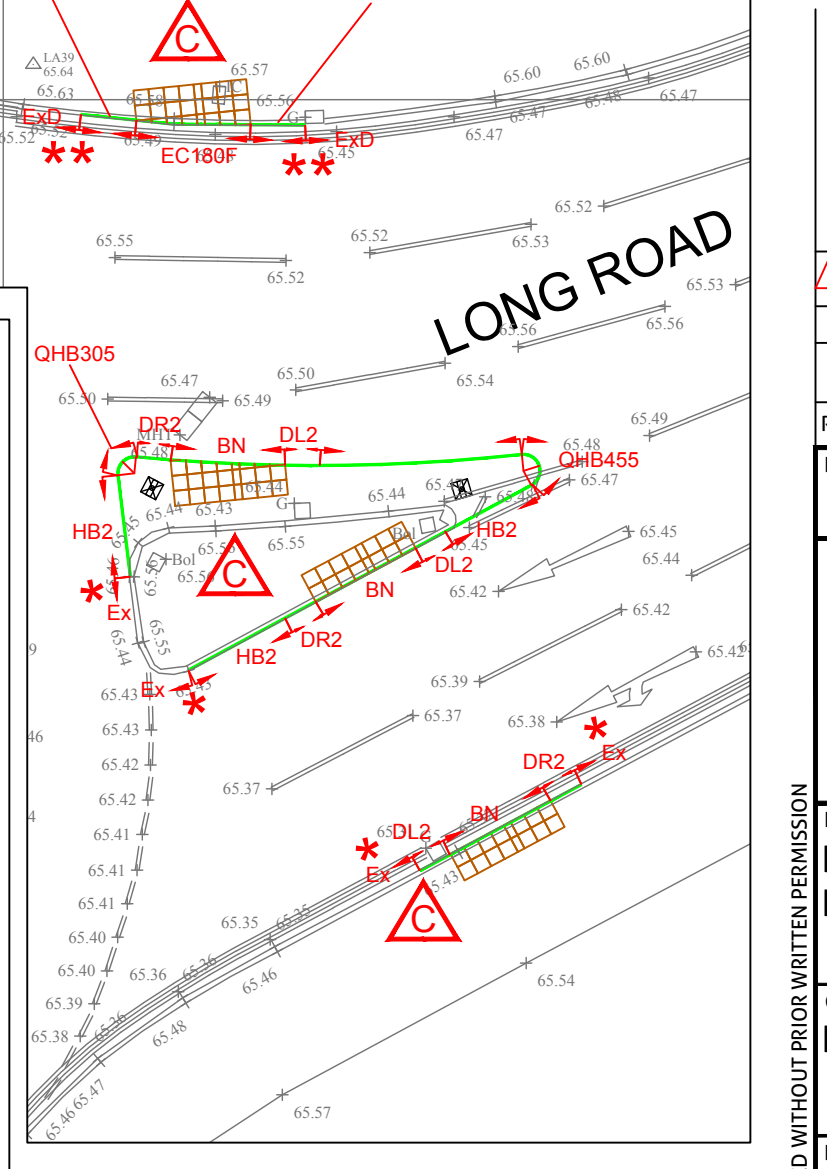
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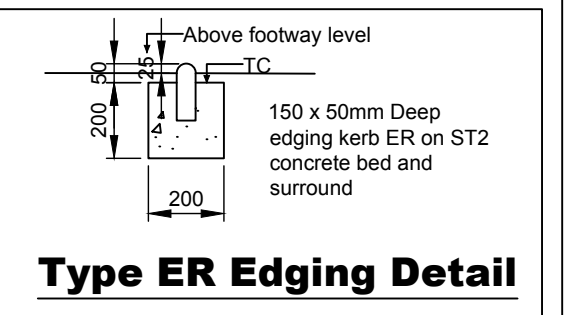
PLAN VIEW 'A'  
Scale 1:200



PLAN VIEW 'B'  
Scale 1:200



**KERBING NOTES**  
All kerb foundations and backing to be shuttered and constructed in ST2 concrete, pokers vibrated in widths of 305mm x 150mm in straight alignments and 525mm x 150mm in 50m radii or less ST2 min 30mm slump, concrete foundation and haunch 150mm compacted Type 1 sub-base required under kerb and bedding edging.



Please note all kerb references and kerbs are to be installed in accordance with BS EN 1340:2003 & Highway Authority Standard Details.

**KEY**

- HB2 125 x 255 PCC Half Battered Kerb - 100mm upstand
- HB2R 125 x 255 PCC Half Battered Radius Kerb - 100mm upstand
- QHB305 305 x 255 Half Battered Quadrant (305mm radius) - 100mm upstand
- QHB455 455 x 255 Half Battered Quadrant (455mm radius) - 100mm upstand
- DL1 HB2 to BN Dropper Kerb (Left Hand)
- DL2 HB2 to BN Dropper Kerb (Right Hand)
- BN 125 x 150 PCC Bull Nosed Kerb - 6mm upstand
- EBN 50 x 150 PCC Edging - Bull Nosed Top (See Detail)
- EF 50 x 150 PCC Edging - Flat Top (See Detail)
- ER 50 x 150 PCC Edging - Round Top (See Detail)
- Ex Existing Kerbs/Edgings to Remain
- \* Proposed top of kerb level to tie in with top of existing kerb
- 305RA 500 x 150 Envirokerb Rodding Access, HB profile, 125mm upstand (See Detail)
- 305DOR 457.5 x 150 Envirokerb Drob Kerb Outer Unit (Right Hand), HB profile, 125 - 75mm upstand
- 305DOL 457.5 x 150 Envirokerb Drob Kerb Outer Unit (Left Hand), HB profile, 125 - 75mm upstand
- 305DIR 457.5 x 150 Envirokerb Drob Kerb Inner Unit (Right Hand), HB profile, 75 - 25mm upstand
- 305DIL 457.5 x 150 Envirokerb Drob Kerb Outer Unit (Left Hand), HB to BN profile, 75 - 25mm upstand
- 305FDO 230 x 150 Envirokerb Flush Drop Kerb Outer Unit (Left Hand), BN profile, 25 - 0mm upstand
- EC180F 500 x 180 Envirochannel Centre Unit, 6mm Slotted Top, Flush (See Detail)
- ExD Existing Envirokerb Kerb Drain to Remain
- \*\* Proposed top of kerb level and drain invert level to tie in with existing drainage kerb

64.765 Proposed Level

△	06.12.18	Additional works to Splitter Island added. Additional Envirokerb/Envirochannel units specified	nt	TD
B	09.04.18	TENDER ISSUE	nt	KD
A	20.03.18	Position of dropped kerb crossings amended. Plan View 'C', 'D' & 'E' added.	nt	KD
Rev	Date	Amendment		

Drawing Status: **TENDER**

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Project: **DEVONSHIRE PARK PAIGNTON**

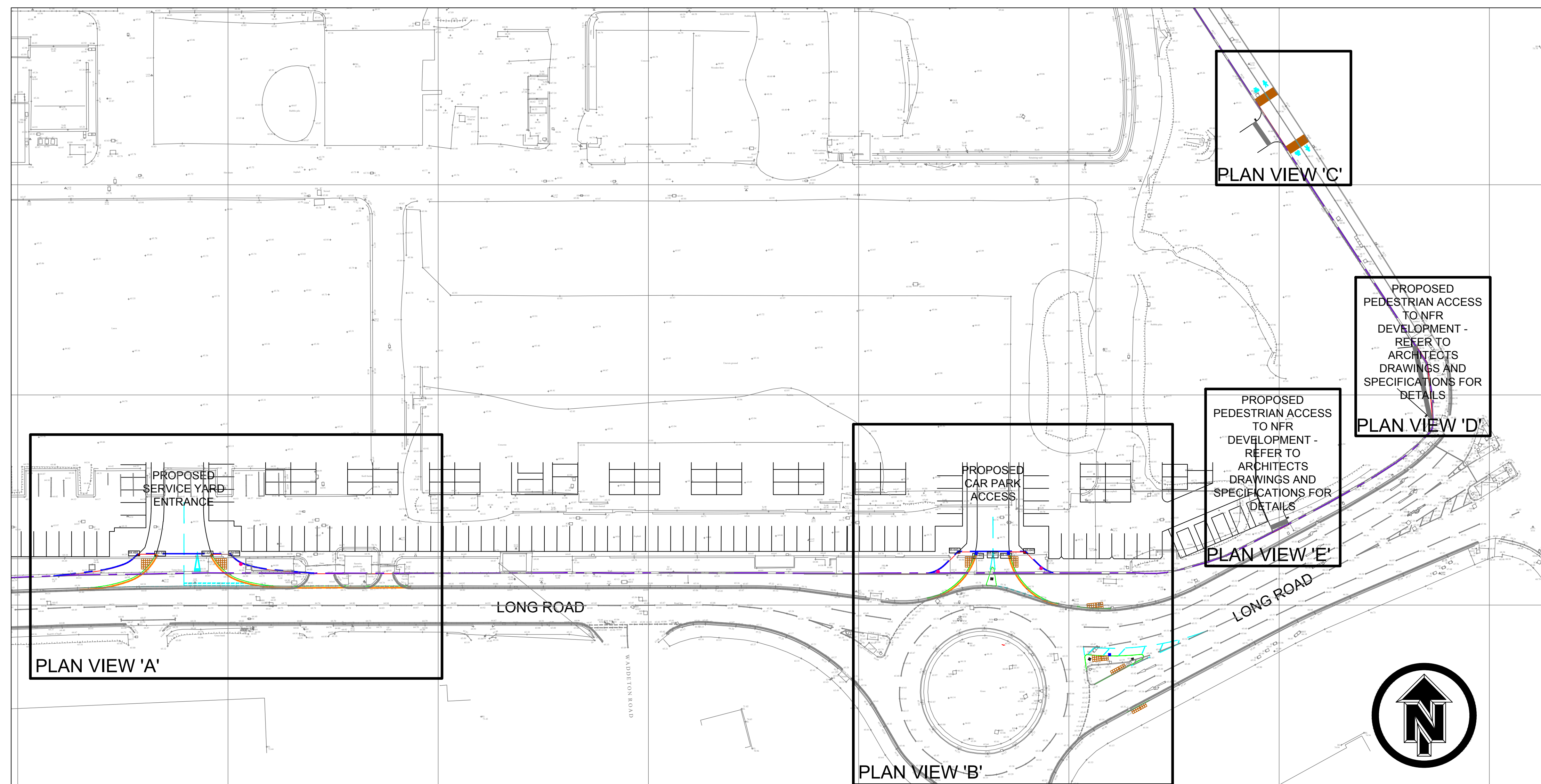
Client: **DEVONSHIRE PARK Ltd**

Drawing Title: **SECTION 278 WORKS - NFR DEVELOPMENT KERBING LAYOUT AND DETAILS**

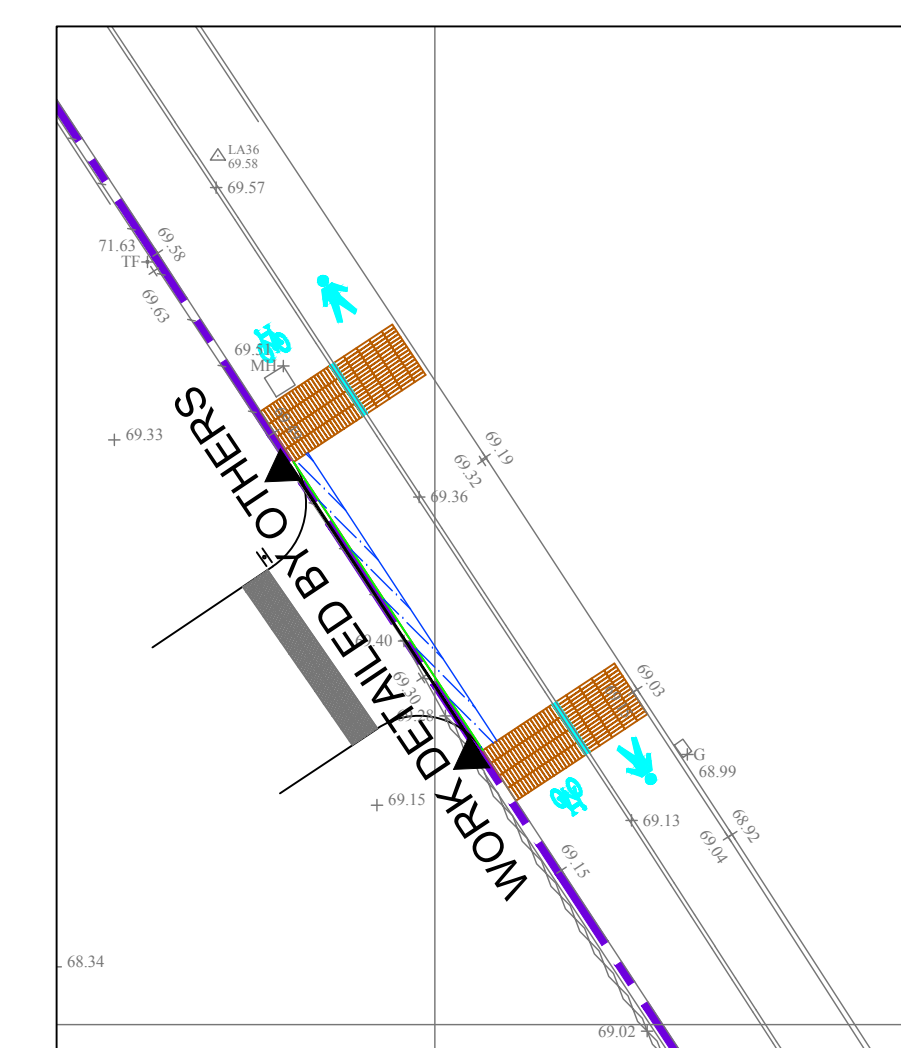
nt	KD	KD
Date: Dec 2107	Scale: 1:200	Sheet Size: A1
Project No: 6826	Drawing No: H103	Revision: C

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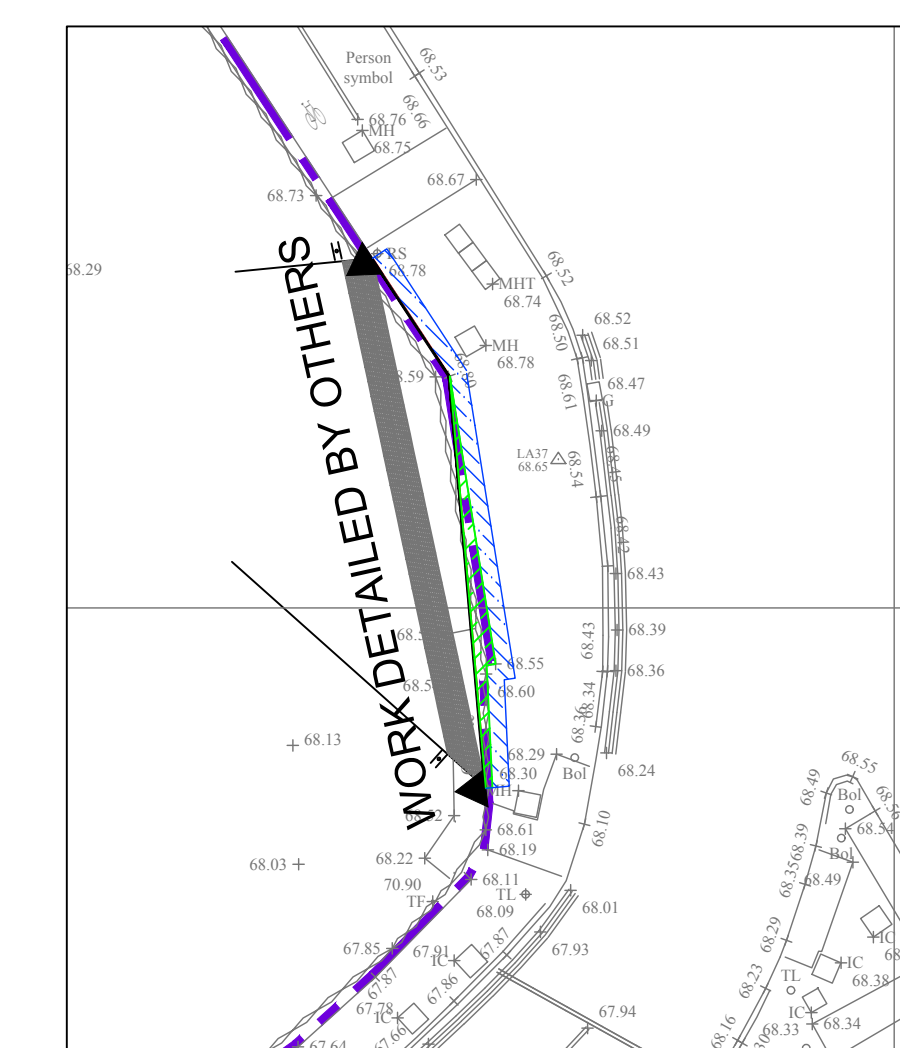




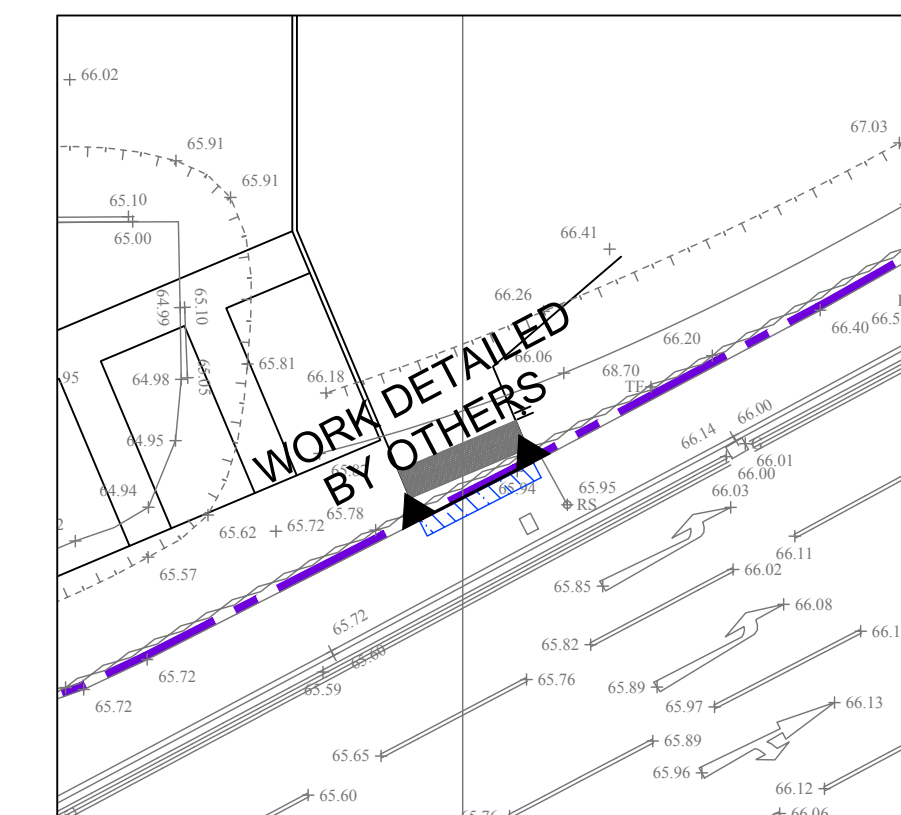
LOCATION PLAN  
Scale 1:500



PLAN VIEW 'C'  
Scale 1:200



PLAN VIEW 'D'  
Scale 1:200



PLAN VIEW 'E'  
Scale 1:200

**DESIGNER RISK INFORMATION**

IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:-

**CONSTRUCTION:**  
Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.

**MAINTENANCE/CLEANING:**

**DECOMMISSIONING/DEMOLITION:**

IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.

- CONSTRUCTION DETAIL NOTES**
- All works, materials and specifications to be in accordance with the Department of Transport Specification for Highways Works, amendments and requirements of Highway Authority Specification and Standard Details.
  - Traffic management to be in accordance with Traffic Signs Manual Chapter 8 and current codes of practice and are to be prepared and be agreed with Highway Authority by the contractor a minimum of 2 weeks prior to commencement of works.
  - Contractor to check existing and proposed levels at all tie in points before commencement of works.
  - All new vertical joints in bituminous carriageway and footway construction are to be saw cut and painted with hot bitumen.
  - Contractor to allow for testing of all bituminous materials and for production of as laid record drawing.
  - Certificates required for sub-base and capping materials.
  - Binder course shall be sealed with grit if subject to traffic before surface course laid. Granite aggregate also required if trafficked for more than 1 week. Tack-board coat to be applied.
  - As built drawings to be prepared by contractor and to include positions and levels of diverted private utilities equipment.
  - Contractor to allow for undertaking 7No. in-situ rapid plate CBR bearing tests at formation level, formation to be proof rolled prior to tests. Test locations to be agreed with the Highway Authority.
  - Contractor to allow for further CBR testing at top of capping and sub-base layers at discretion of Highway Authority. Min CBR for capping 20%, Min CBR for sub-base 30%.
  - Exposed vertical faces of ironwork within carriageway areas to be painted with hot run bitumen prior to re-surfacing works being undertaken.
  - Formation level of new footway areas in existing grass verge areas to be treated with weed killer prior to laying sub-base.

**Full Depth Carriageway Construction - Specification A**

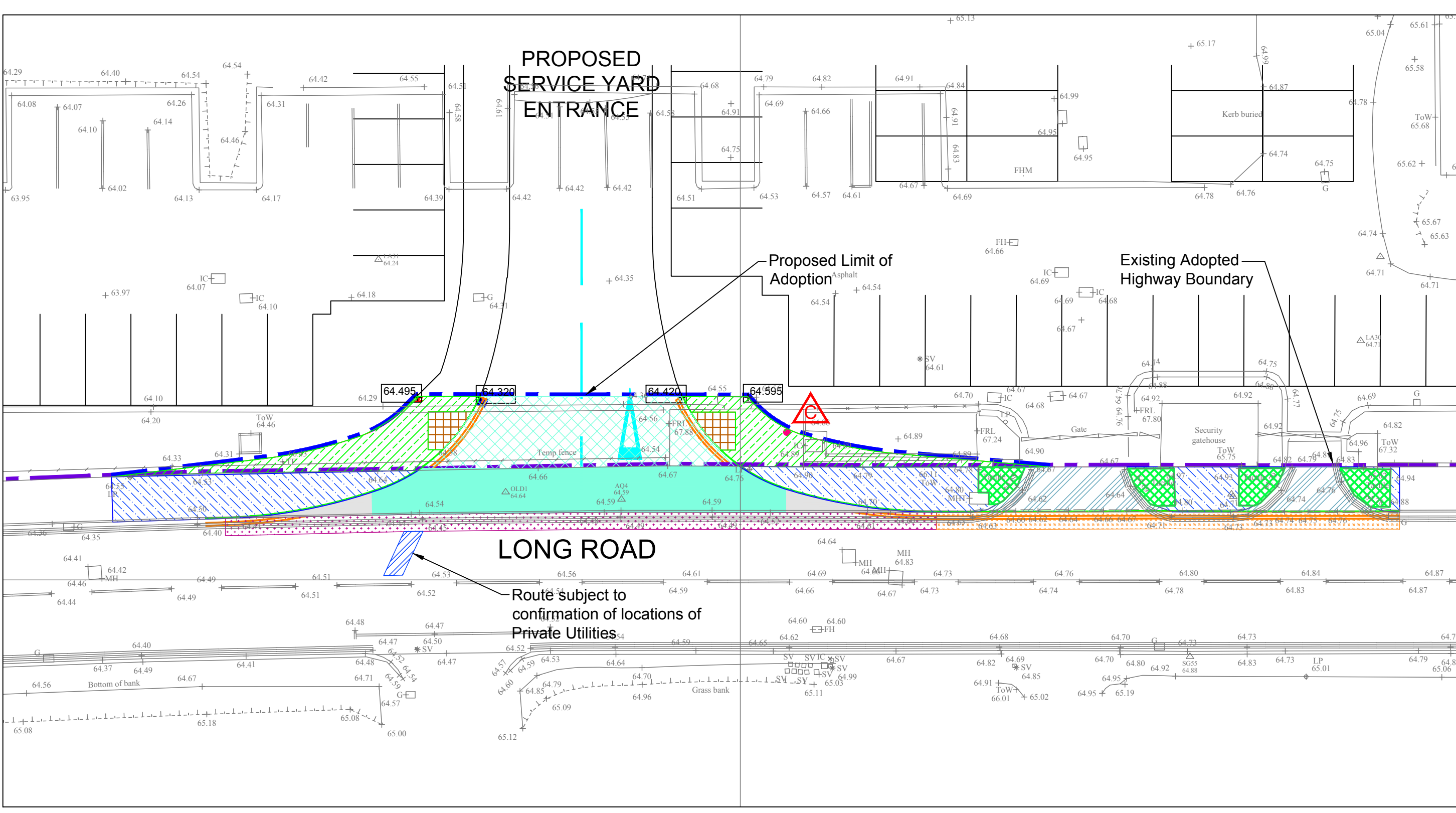
40mm SMA 10 Surface Course, 70/100 PEN to BS 59497 and BS EN 13108-6. SMA shall be gritted using clean 3mm crushed quartzite or approved 3mm steel slag and shall be applied at a rate of 0.6 - 1.0kg per square metre, applied evenly during the initial rolling. Excess shall be removed on completion of rolling and before opening to traffic. See table 8 of Torbay Council Specification.

50mm Dense Binder Course AC20, 100/150 PEN, to BS 59497 and BS EN 13108-1. 100mm Dense base Course AC32, 100/150 PEN, in accordance with BS 59497 and BS EN 13108-1.

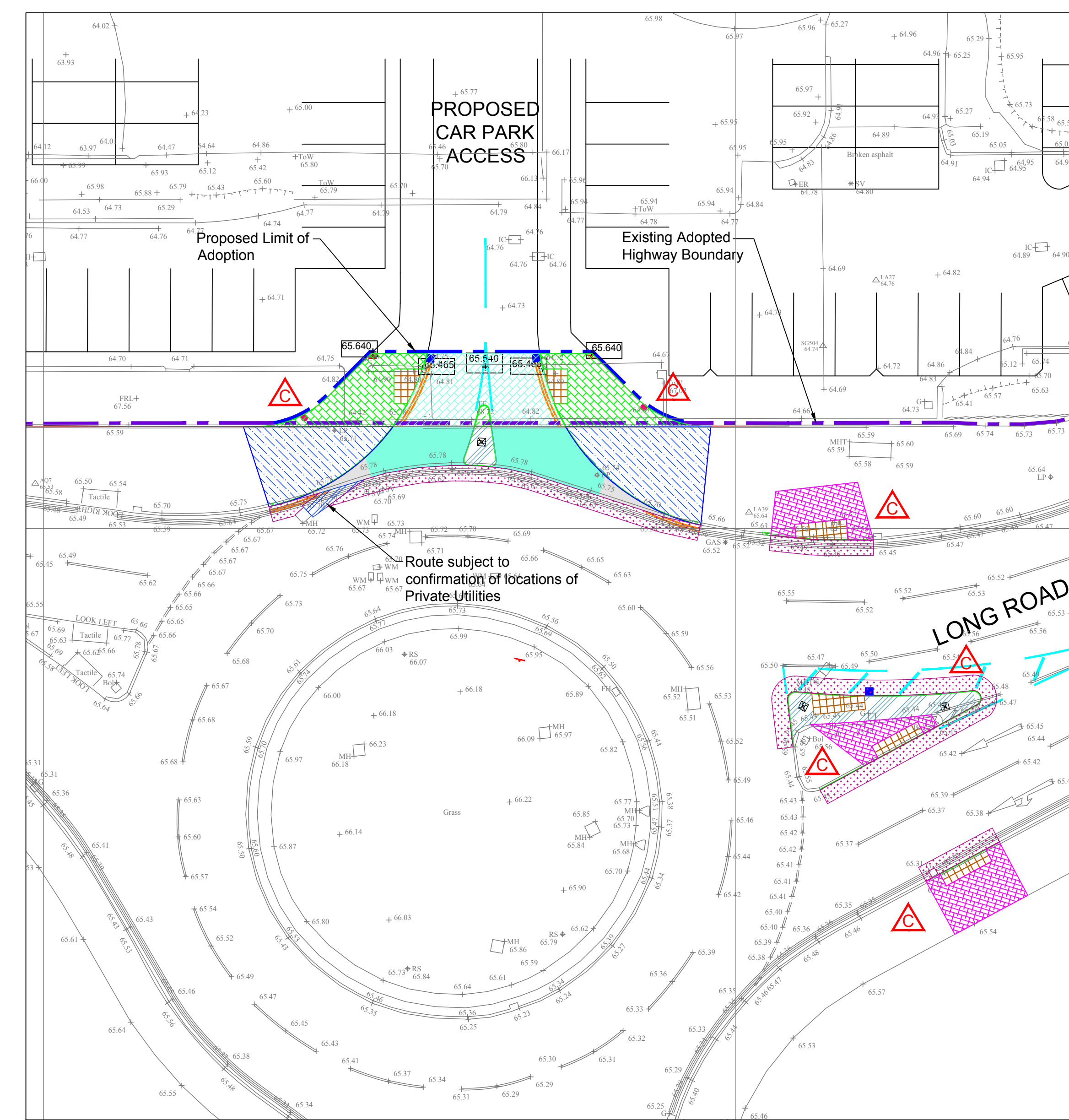
330mm Granular Sub-Base Type 1 (CL 803) Based on assumed CBR value of 5%. CBR value to be confirmed on site by in-situ rapid plate CBR tests. Max 2 No.

**Full Depth Footway Construction - Specification B**

20mm SMA 6 Surface Course to BS 59497 and BS EN 13108-6. 100/150 PEN. 50mm AC20 Dense Binder Course to BS 59497 and BS EN 13108-1. 100/150 PEN. 100mm of type 1 Granular sub-base to SHW C1 803



PLAN VIEW 'A'  
Scale 1:200



PLAN VIEW 'B'  
Scale 1:200

**KEY:**

	<b>FULL DEPTH CARRIAGEWAY CONSTRUCTION</b> See Specification A		<b>FULL DEPTH FOOTWAY CONSTRUCTION</b> Existing car park and concrete slabs removed to allow new full depth footway construction in accordance with Specification 'B'. Existing underlying sub-base material left in place, regulated and recompacted as necessary and overlaid with Approx 200mm site sourced granular capping material, compacted in Max 150mm layers		<b>RESURFACE FOOTWAY - TARMAC CONSTRUCTION</b> Existing tarmac paving removed, assume 65mm thick, existing underlying sub-base material left in place, regulated and recompacted as necessary prior to overlying with new bituminous footway construction in accordance with Specification 'B'		<b>BUFF COLOURED TACTILE PAVING -FOR CROSSING POINTS</b> 400x400x55mm - See Detail on MJM Drawing 6826/H106
	<b>FULL DEPTH CARRIAGEWAY CONSTRUCTION</b> Existing car park and concrete slabs removed to allow new full depth carriageway construction in accordance with Specification 'A'. Existing underlying sub-base material left in place, regulated and recompacted as necessary		<b>FULL DEPTH FOOTWAY CONSTRUCTION</b> Existing construction punctured at 900mm centres and left in place and overlaid with Approx 250mm site sourced granular capping material compacted in Max 150mm layers prior to overlying with new carriageway construction to suit. Specification 'A'		<b>RESURFACE FOOTWAY - TARMAC CONSTRUCTION</b> Existing tarmac paving removed, assume 70mm thick, existing underlying sub-base material left in place, regulated and recompacted as necessary to suit new levels prior to overlying with new bituminous footway construction in accordance with Specification 'B'		<b>BUFF COLOURED TACTILE PAVING -TRAILLINE PATTERN - FOR FOOTWAY</b> 400x400x55mm - See Detail on MJM Drawing 6826/H106
	<b>FULL DEPTH CARRIAGEWAY CONSTRUCTION</b> Existing construction punctured at 900mm centres and left in place and overlaid with Approx 250mm site sourced granular capping material compacted in Max 150mm layers prior to overlying with new carriageway construction to suit. Specification 'A'		<b>OVERLAY FOOTWAY - TARMAC</b> Existing carriageway left in place, overlaid with new bituminous footway construction in accordance with Specification 'B'. Binder Course thickened to Approx 80mm		<b>RESURFACE FOOTWAY - TARMAC</b> Plain off existing bituminous layers, assume 70mm thick, existing underlying sub-base material left in place, regulated and recompacted as necessary prior to overlying with new bituminous footway construction in accordance with Specification 'B'		<b>BUFF COLOURED TACTILE PAVING -LADDER PATTERN - FOR CYCLEWAY</b> 400x400x55mm - See Detail on MJM Drawing 6826/H106
	<b>NARROW WIDTH CONSTRUCTION</b> See Details on MJM Drawing 6826/H106		<b>TRENCH REINSTATEMENT within Carriageway</b> see Drawing No 6826/H106 for detail		<b>TRENCH REINSTATEMENT within Footway</b> see Drawing No 6826/H106 for detail		<b>Transverse joints in existing footway/cycleway to be saw cut, existing bituminous construction removed to tip. Existing sub-base adjusted to allow new ladder and tramline paving to be laid on 10:1 semi-dry sand/cement mortar</b>
	<b>NARROW WIDTH CONSTRUCTION - with extended concrete slab below</b> See Details on MJM Drawing 6826/H106		<b>RESURFACE FOOTWAY - TARMAC</b> Plain off existing bituminous layers, assume 70mm thick, existing underlying sub-base material left in place, regulated and recompacted as necessary prior to overlying with new bituminous footway construction in accordance with Specification 'B'		<b>RESURFACE FOOTWAY - TARMAC</b> Plain off existing bituminous layers, assume 70mm thick, existing underlying sub-base material left in place, regulated and recompacted as necessary prior to overlying with new bituminous footway construction in accordance with Specification 'B'		<b>Transverse joints in existing footway/cycleway to be saw cut, existing bituminous construction removed to tip. Existing sub-base adjusted to allow new ladder and tramline paving to be laid on 10:1 semi-dry sand/cement mortar</b>

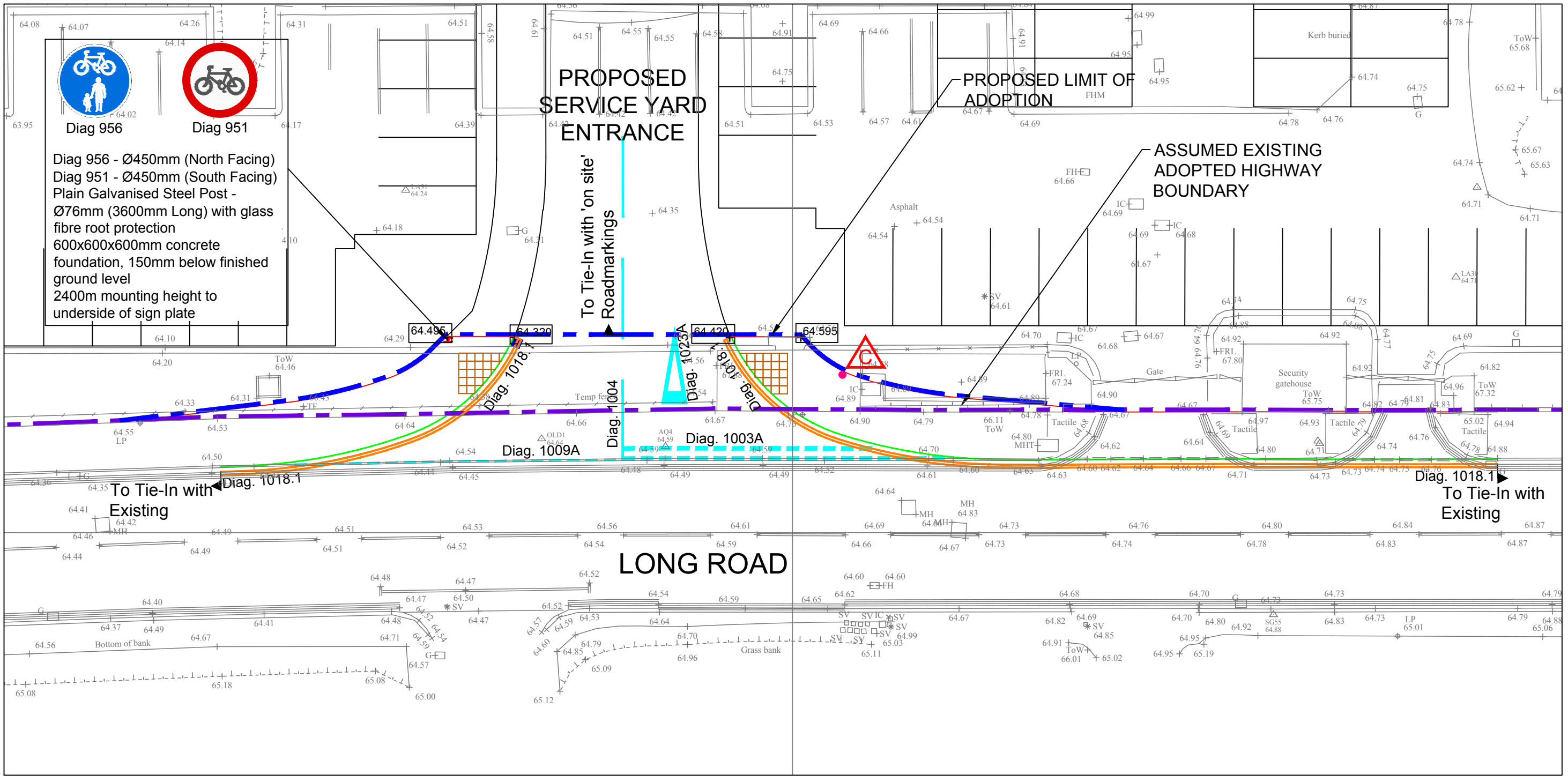
13/11/18	New pedestrian crossing shown, with traffic island widening	nt	TD
8/10/18	TRAILLINE ISSUE	KD	TD
2/12/18	Position of dropped curbs along access proposed site accessed moved	nt	TD
	Plan View 'C', 'D' & added		
Rev	Date	Amendment	
Drawing Status: <b>TENDER</b>			
<b>mjm Consulting Engineers</b>			
Southgate House, 38 Southgate, Waterfield WF1 3TL T: 01483 81000 mjme.co.uk			
Project: <b>DEVONSHIRE PARK PAIGTON</b>			
Client: <b>DEVONSHIRE PARK Ltd</b>			
Drawing Title: <b>SECTION 278 WORKS - NFR DEVELOPMENT CONSTRUCTION LAYOUT</b>			
nt	KD	KD	
Date: Dec 2017	Scale: 1:200	Sheet Size: A0	
Project No: 6826	Drawing No: H104	Revision: C	

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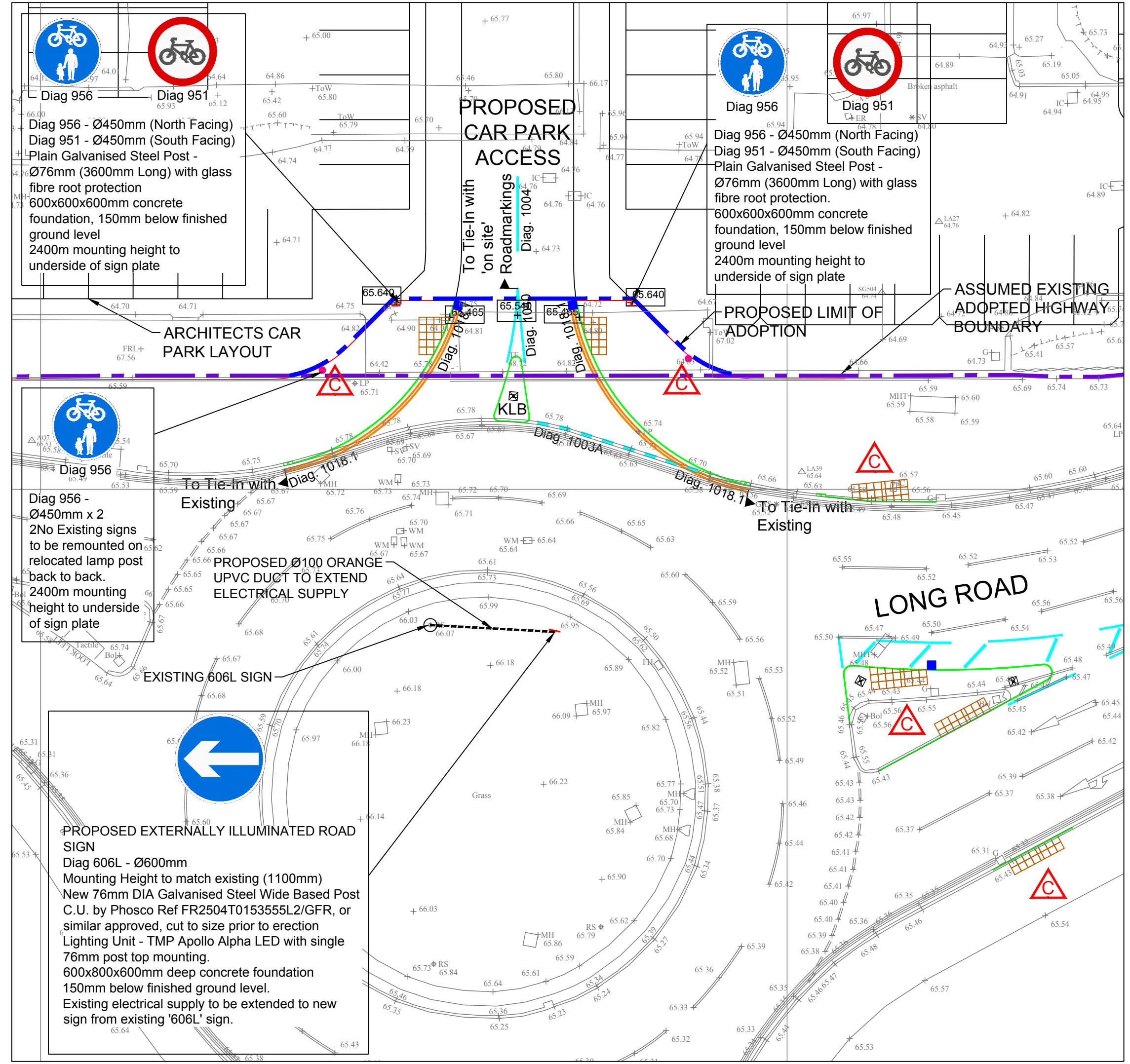
LOCATION PLAN  
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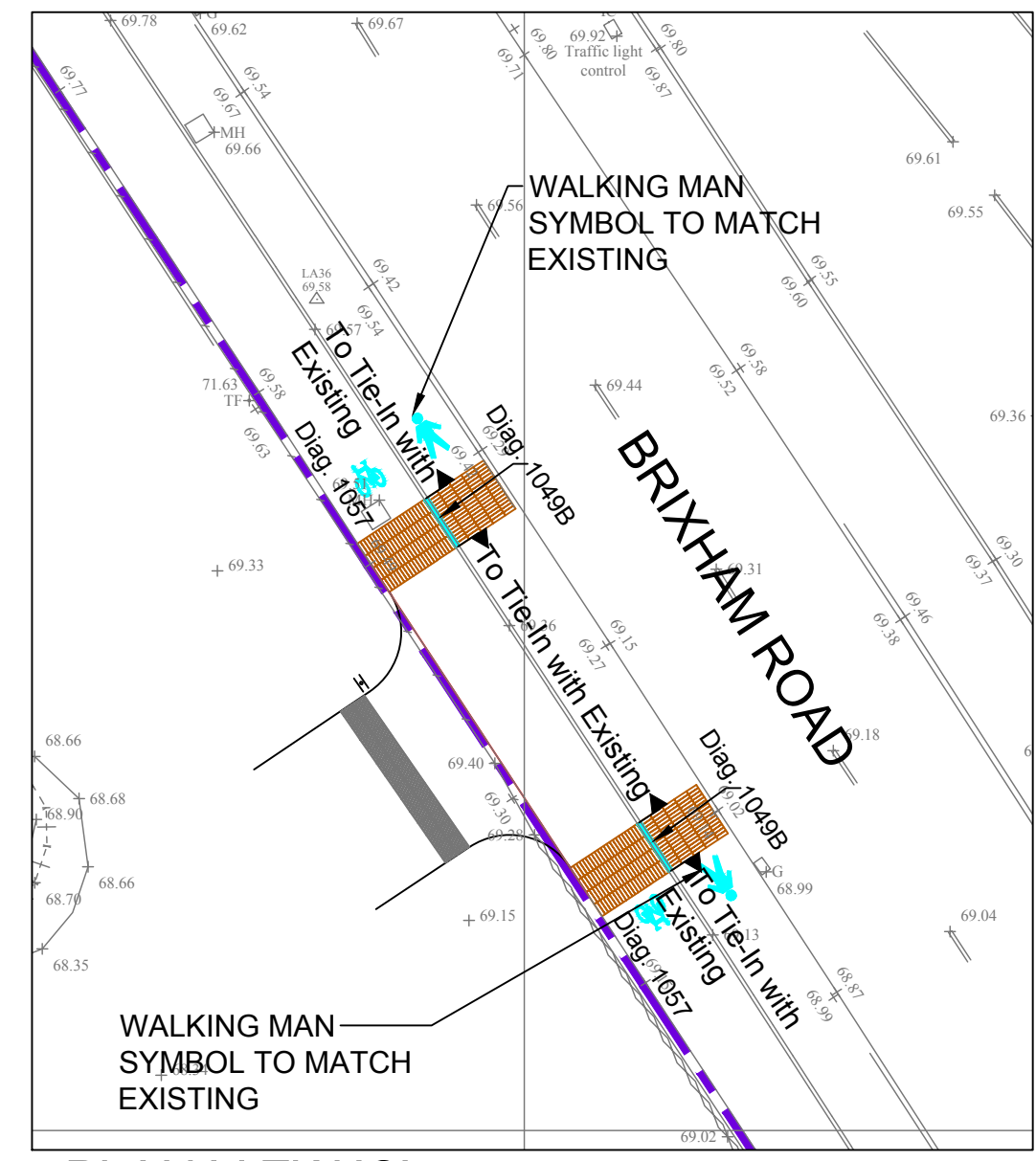
PLAN VIEW 'A'  
Scale 1:200

Diagram No.	Colour	Line Width (mm)	Spacing/Size
1003A	White	200	600 line 300 gap
1004	White	100	4m line 2m gap
1018.1	Yellow	100	100 gap
1023A	White	3750 long 1250 wide	3m from give way line
1040	White	100 line 150 hatch	Hatch 3m gap, lines 2m gap 4m line Inside edge of markings to be 150mm offset from island kerb face.
1049B	White	150	6m line 100mm gap
1057	White	-	1215 tall x 750 wide (to match existing)

Note:  
All diagram numbers refer to Traffic Signs Regulations & General Directions 2016



PLAN VIEW 'B'  
Scale 1:200



PLAN VIEW 'C'  
Scale 1:200

**DESIGNER RISK INFORMATION**

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**MAINTENANCE/CLEANING:**

**DECOMMISSIONING/DEMOLITION:**

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- KEY:**
- KLB Putsey Diamond LED 'SOLABOL' reflective bollard with battery pack chamber under bollard
  - Plain Faced aspect on inbound and Keep Left aspect on outbound
  - see MJM CE Drawing No 6826/H105 for details.
- NOTES**
- 1) For details of on site works beyond Limit of Adoption see Architects drawings.
- ROAD MARKING AND SIGNING NOTES**
- Contractor to allow for all existing road markings to be removed where necessary, new markings to tie back into existing.
  - All road marking and signing diagrams and details to be in accordance with "Traffic Sign Regulations and General Directions 2016" and amendments.
  - All new bollards to be positioned to give a minimum of 500mm clearance to kerb face.
  - Signs to be sited to ensure that they do not obstruct visibility to other signs.
  - All lane delineation road markings to be 100mm wide, stop lines 200mm wide and cycle lane to be 150mm wide in accordance with "Traffic Sign Regulations and General Directions 2016" and amendments.
  - Minimum mounting height to underside of all new signs to be 2400mm unless stated otherwise.
  - All work and materials to be in accordance with Department of Transport Specifications for Highway Works 2003 and Amendments.
  - White lining to be thermoplastic screed reflectorised in accordance with BS EN 1436. Material to have a min reflectivity of 100mcd/sq/m/lux.
  - Excavation, backfilling and reinstatement trenches for street lighting and signing cable to be undertaken by contractor where specified.
  - Existing TRO lining to be re-established/extended to the satisfaction of the Highway Authority.
  - Yellow road markings to be non-reflective unless otherwise stated.
  - All new signs to be positioned to give a minimum of 500mm clearance from kerb face to closest edge of sign face.
  - All signs to be fitted with anti-rotational clips
  - All signs to be reflective to Class RA2 unless otherwise stated.
  - All new sign posts to be capped.

Rev	Date	Amendment	By	Checked
A	21.03.18	Bollard Spec amended. Root protection to sign posts added. Sign post Spec amended. Plan View 'C' added	nt	KD
B	09.04.18	TENDER ISSUE	nt	KD
C	13.11.18	Redaction crossing point added. Lighting columns moved to back of footway.	nt	KD

Drawing Status: **TENDER**

**mjm Consulting Engineers Ltd**

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Project:  
**DEVONSHIRE PARK PAIGNTON**

Client:  
**DEVONSHIRE PARK Ltd**

Drawing Title:  
**SECTION 278 WORKS - NFR DEVELOPMENT ROADMARKINGS AND SIGNAGE LAYOUT**

Date	Scale	Sheet Size
Jan 2107	1:200	A1
Project No:	Drawing No:	Revision:
6826	H105	C

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**DESIGNER RISK INFORMATION**

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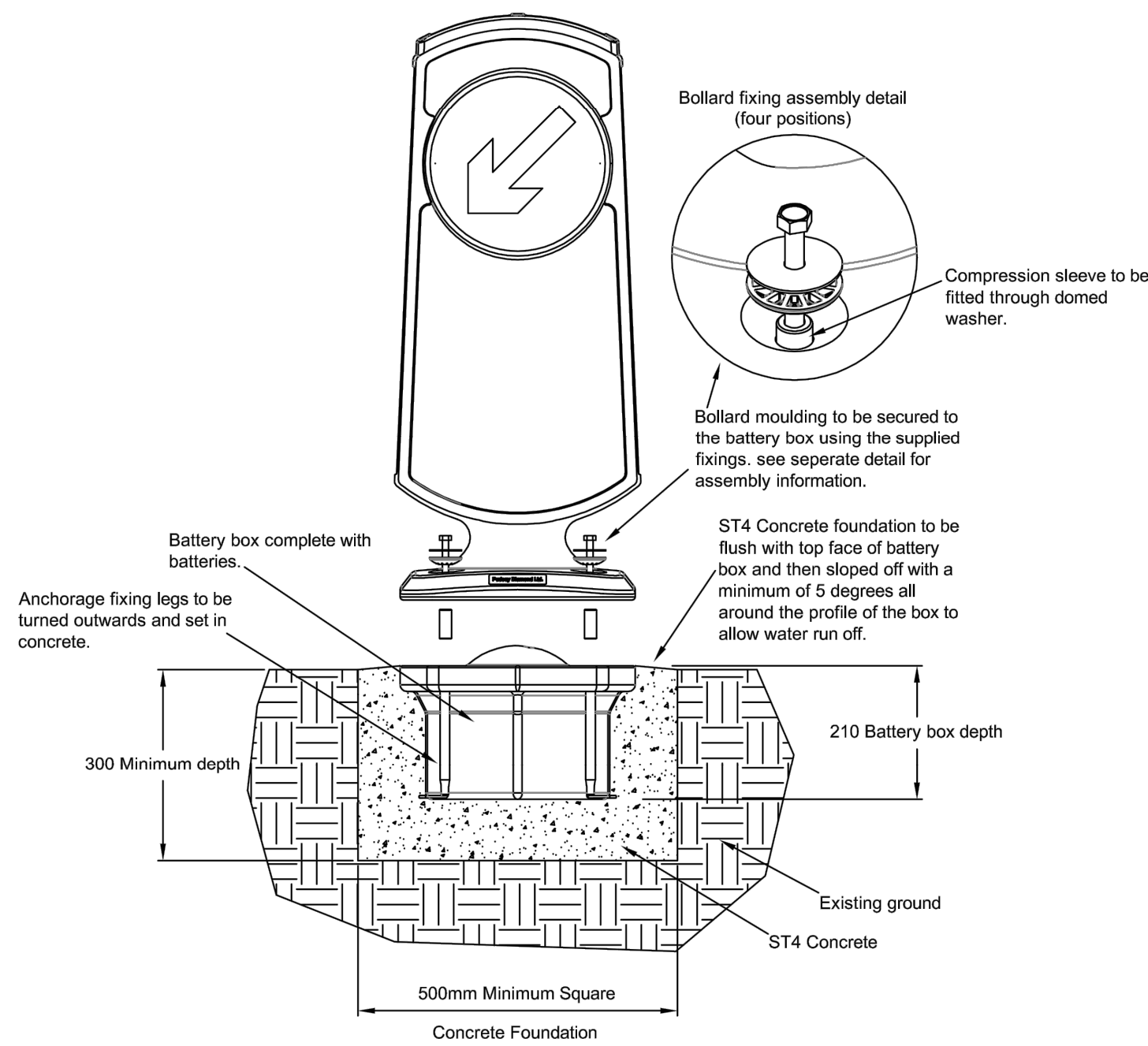
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Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.

**MAINTENANCE/CLEANING:**

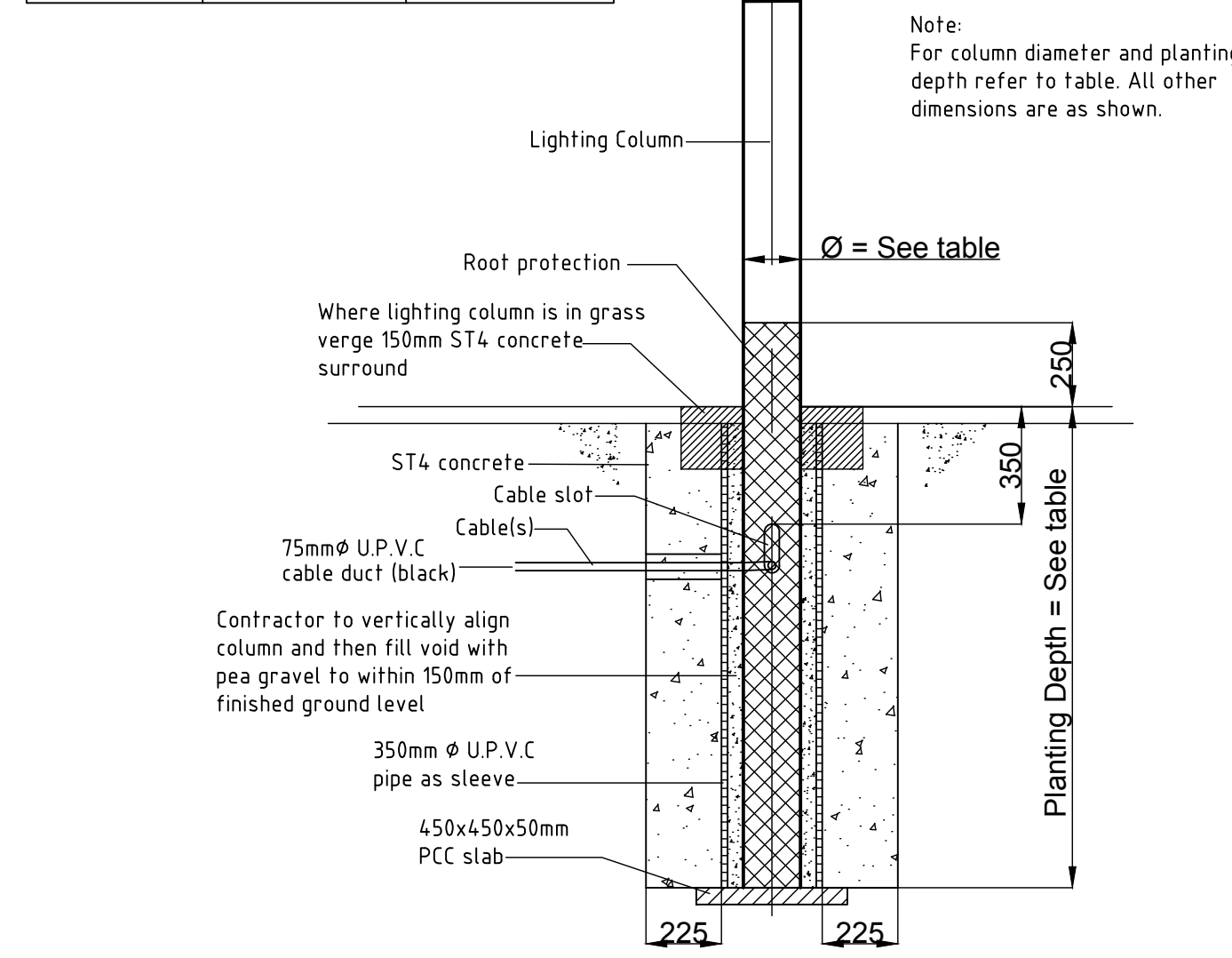
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IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.

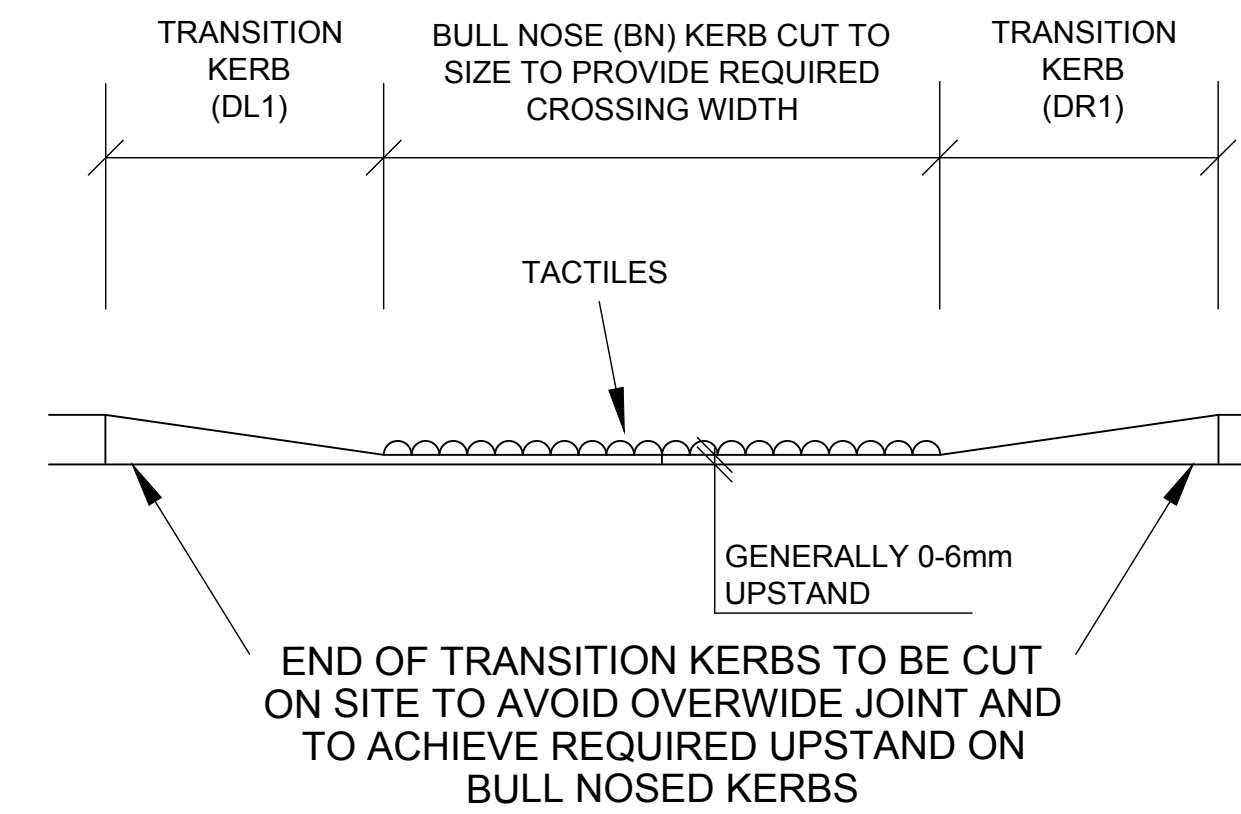
**PUDSEY DIAMOND SOLABOLL BOLLARD FOUNDATION AND INSTALLATION DETAILS**



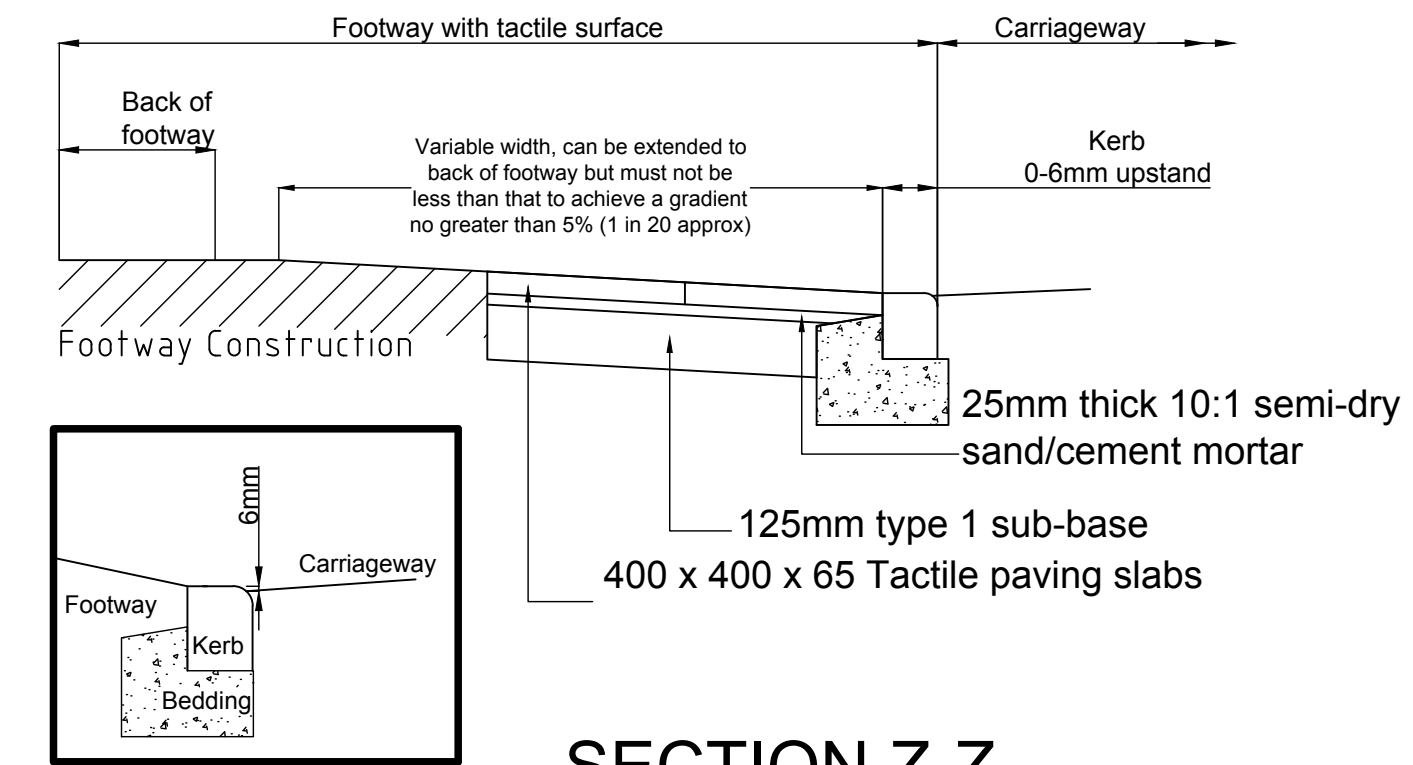
COLUMN HEIGHT	COLUMN DIAMETER	PLANTING DEPTH
5m	140mm	0.8m
6m	140mm	1m
8m	170mm	1.2m
10m	170mm	1.5m
12m	170mm	1.7m



**SLEEVED LIGHTING COLUMN FOUNDATION DETAIL**

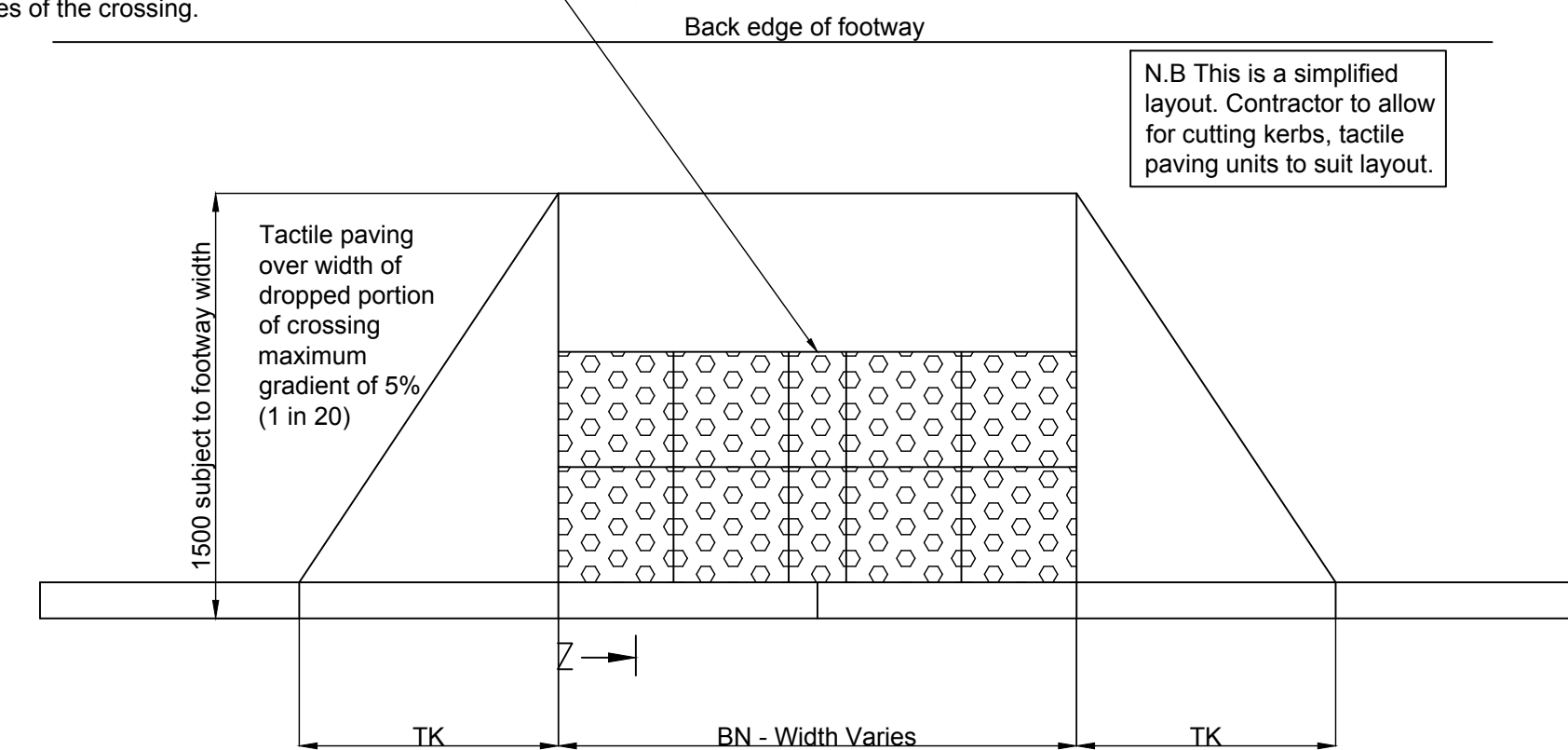


**DROP CROSSING DETAIL**

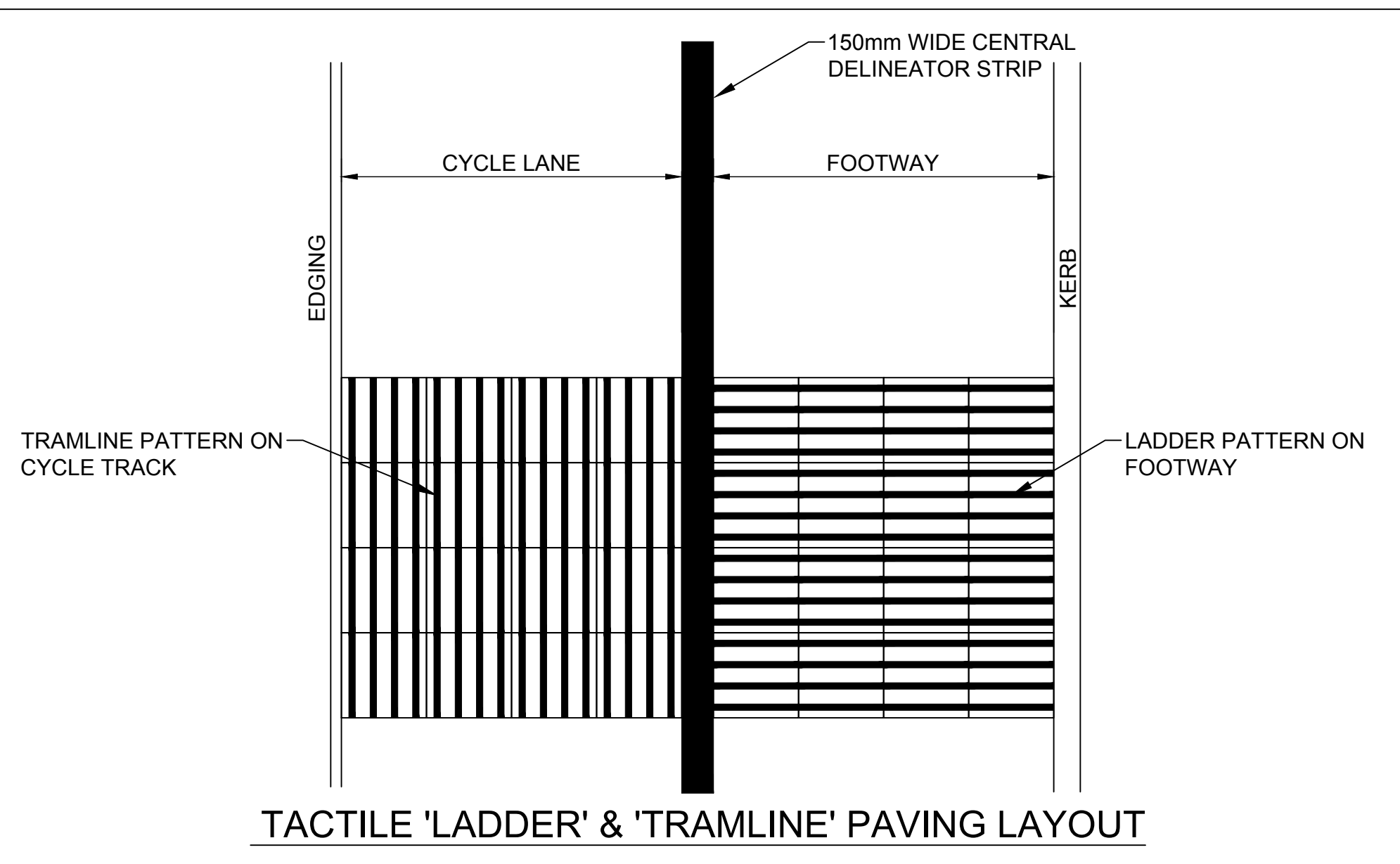


**SECTION Z-Z**

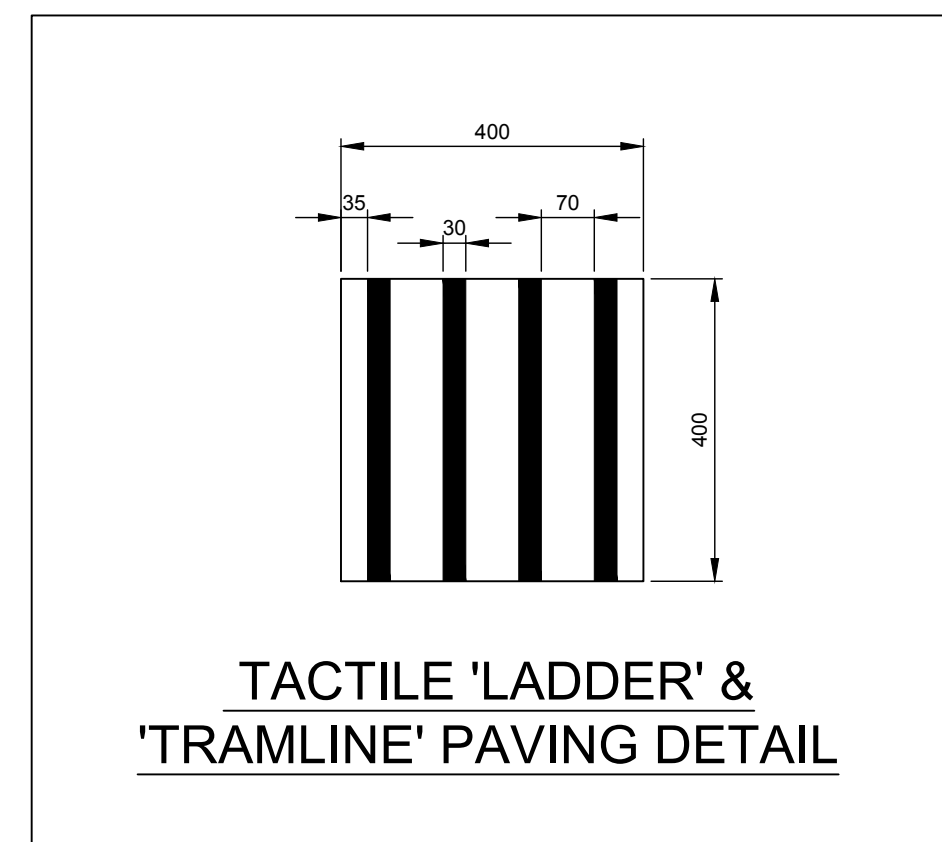
Tactile paving to be aligned in the direction of crossing, as shown on the drawings, to be agreed on site with HA Engineer. Width of tactiles to be equal on both sides of the crossing.



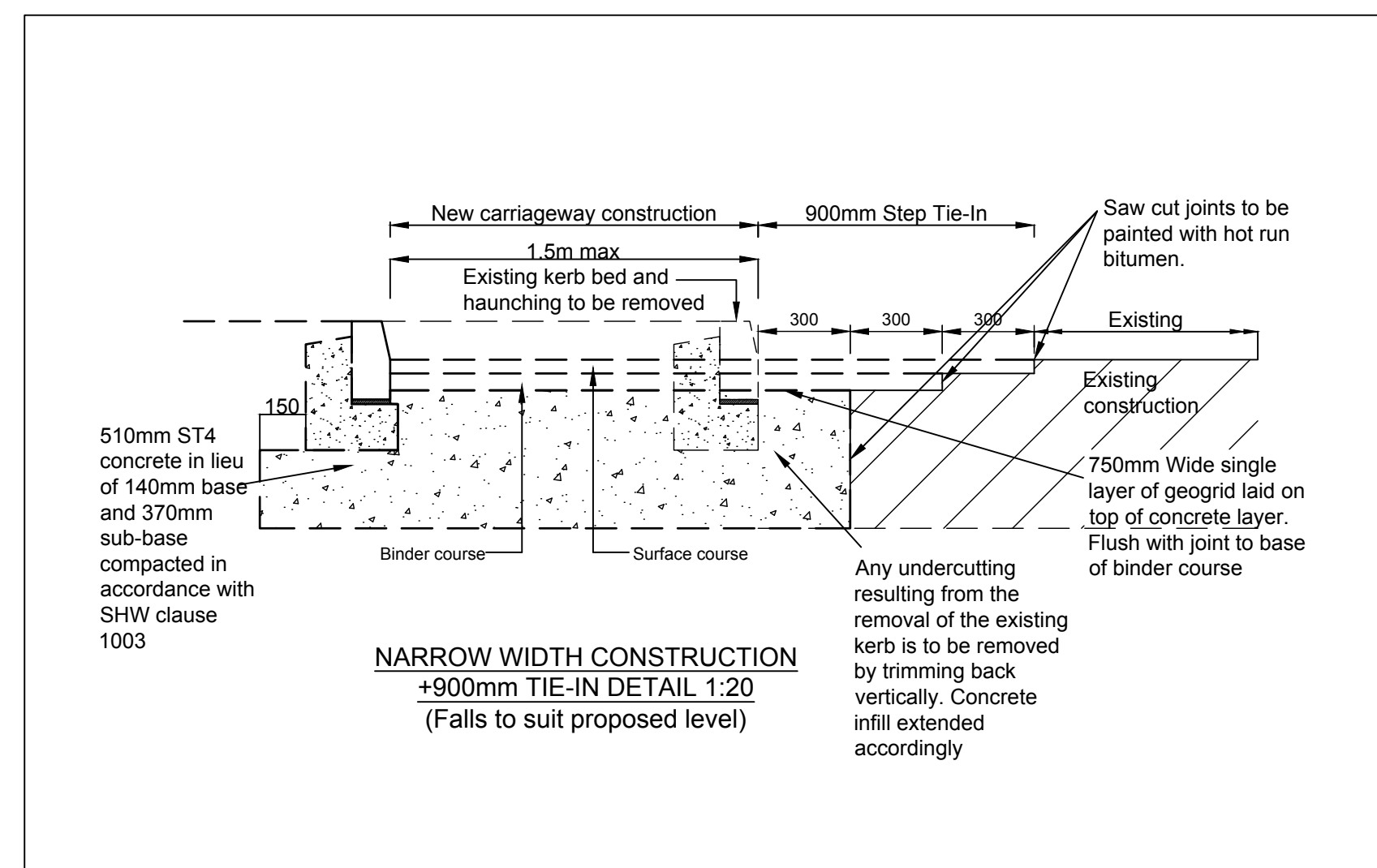
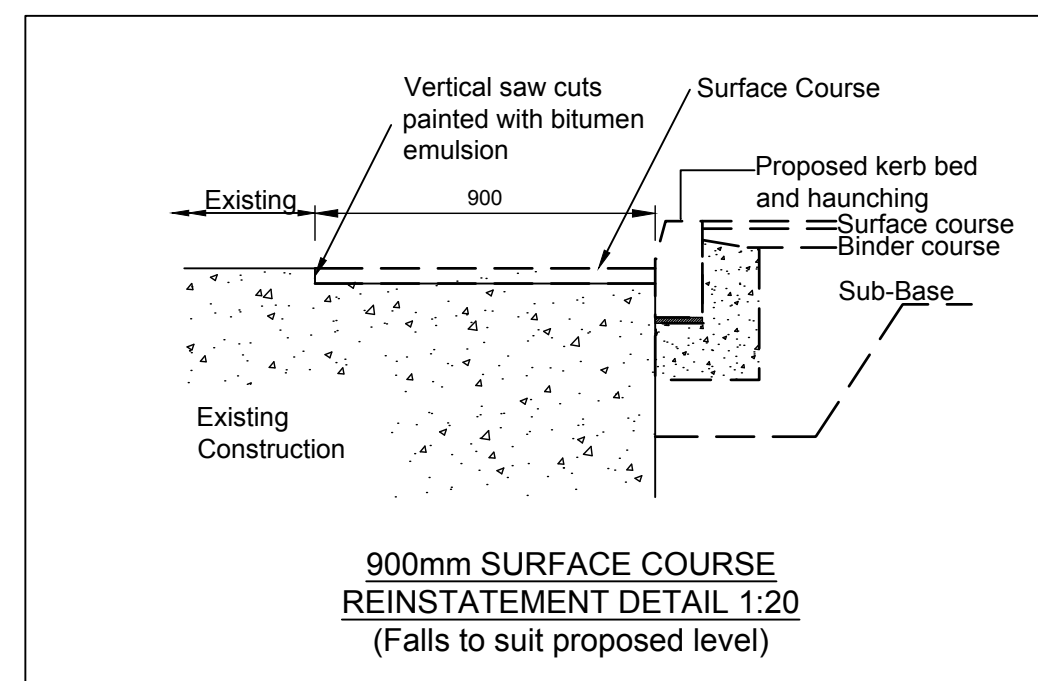
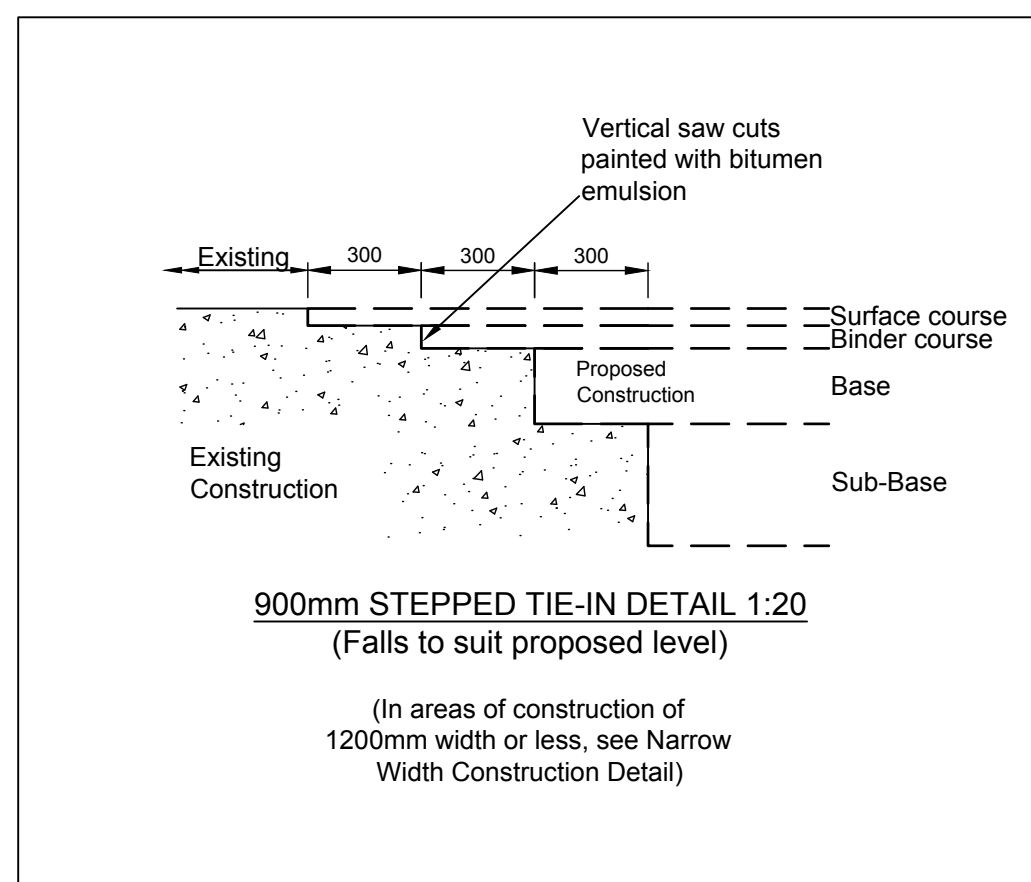
**TACTILE PAVING DETAIL**



**TACTILE 'LADDER' & 'TRAMLINE' PAVING LAYOUT**



**TACTILE 'LADDER' & 'TRAMLINE' PAVING DETAIL**



Rev	Date	Amendment	nt	KD
B	09.04.18	TENDER ISSUE	nt	KD
A	21.03.18	Bollard spec amended. Cycle Track/Footway tactile paving details added. Lighting column foundation detail added.	nt	KD

Drawing Status: **TENDER**

**mjm Consulting Engineers Ltd**

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Project:  
**DEVONSHIRE PARK PAIGNTON**

Client:  
**DEVONSHIRE PARK Ltd**

Drawing Title:  
**STANDARD CONSTRUCTION DETAILS**  
1 of 2

Date:	Scale:	Sheet Size:
Jan 2018	NTS	A1
Project No:	Drawing No:	Revision:
6826	H106	B

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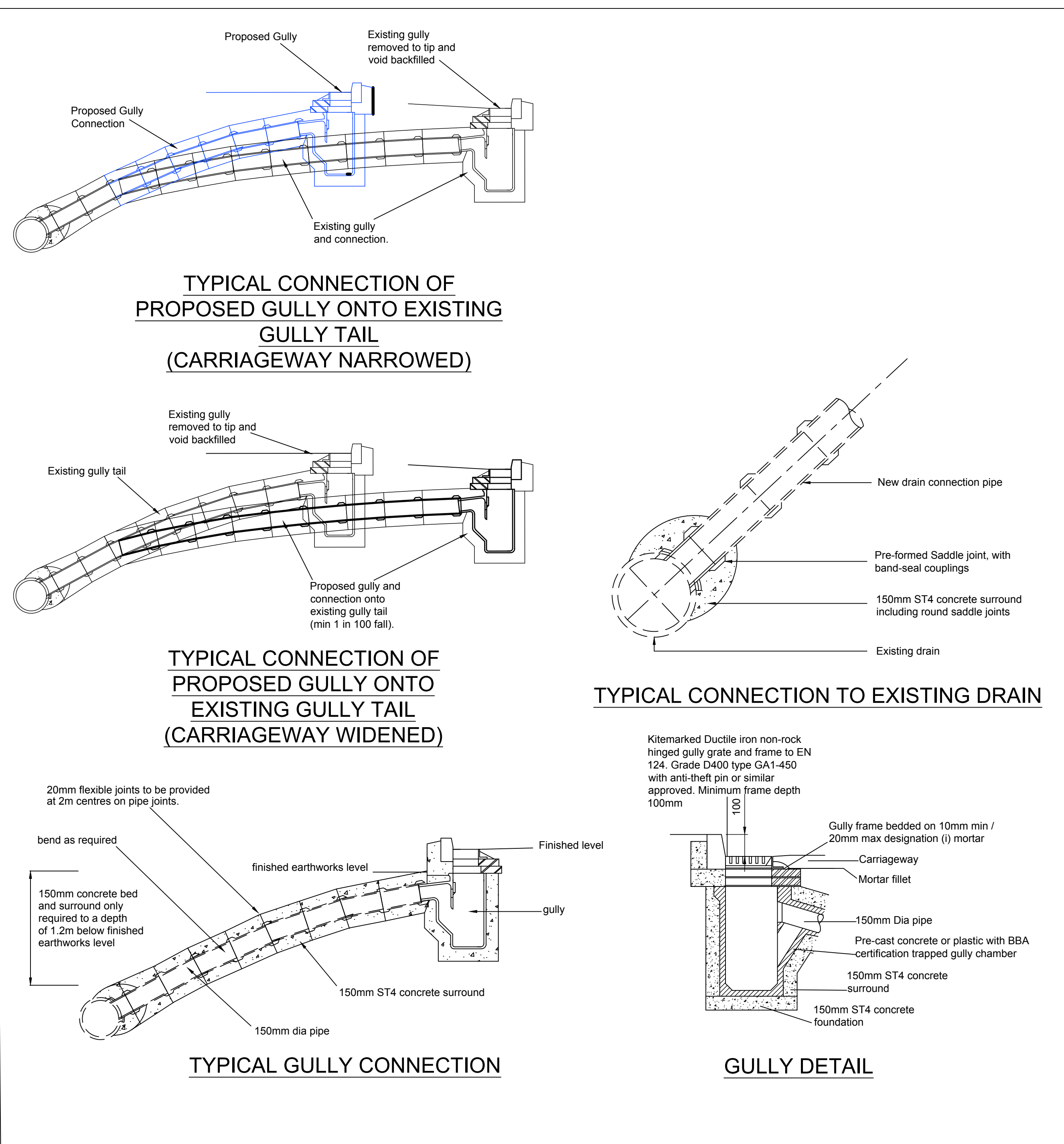


Table A.1 - Processed Granular Bedding and Sidefill Materials for Rigid Pipes and Flexible Pipes Suitable Materials

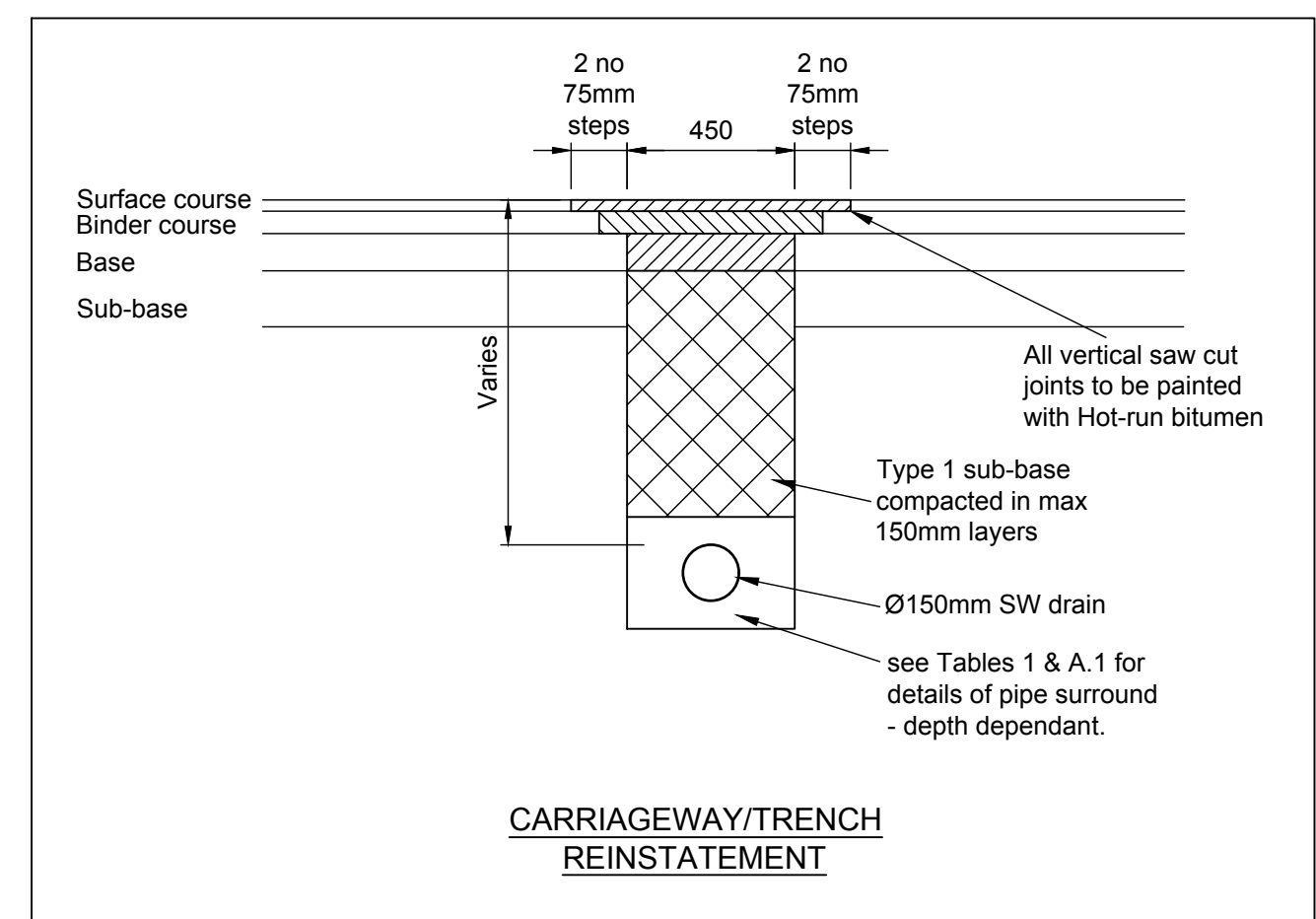
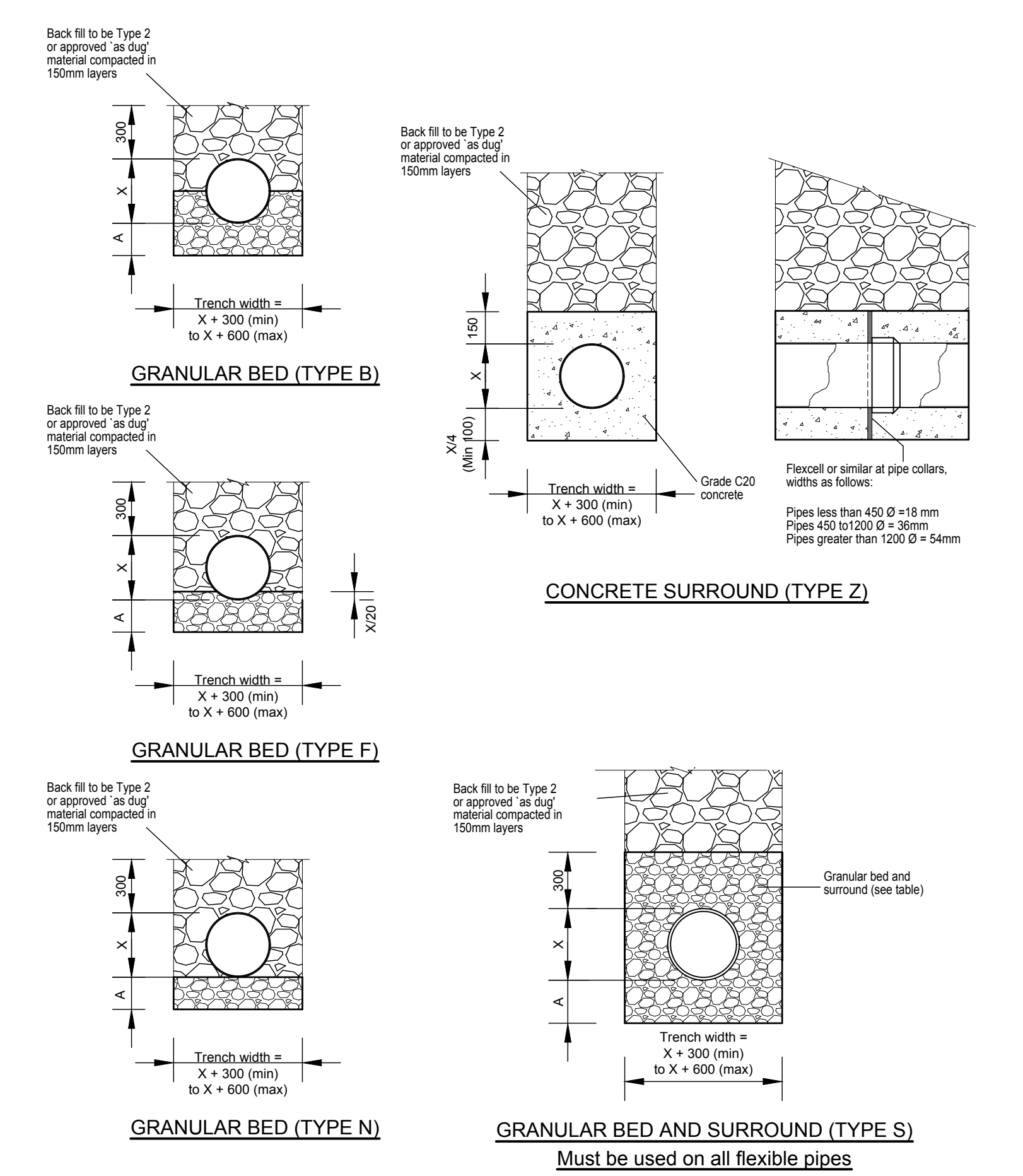
Pipe Nominal Size	Nominal maximum particle size (mm) See note (c)	Class of bedding See note (d)	Either:		Materials in British Standard See note (a)
			Maximum CF value for acceptability See note (b)	Or	
100		10	S	0.15	10mm nominal single sized
			B	0.3	
			F	0.15	
			N	0.3	
Over 100 to 150		16	S	0.15	10 or 14mm single sized or 14mm 5mm graded
			B	0.3	
			F	0.15	
			N	0.3	
Over 150 to 300		20	S	0.15	10, 14mm or 20mm single sized or 20mm 5mm graded
			B	0.3	
			F	0.15	
			N	0.3	
Over 300 to 550		20	S	0.15	14 or 20mm single sized or 14mm or 20mm 5mm graded
			B	0.3	
			F	0.15	
			N	0.3	
Over 550		40	S	0.15	14, 20 or 40mm single sized crushed rock or 14mm/20mm/40mm 5mm graded
			B	0.3	
			F	0.15	
			N	0.3	

Notes:  
 (a) Processed granular materials to include aggregates to BS EN 12324.  
 (b) Compaction Fraction value (CF), see WIS No. 4-08-02.  
 (c) The nominal maximum particle sizes apply both to processed and as dug materials (see Section 4). Materials specified as British Standards listed in note (a) allow an acceptable percentage of larger particles to be present provided that 100% passes the next larger sieve size in the range of sieves used in these standards.  
 (d) Bedding classes are defined in:-  
 BS EN 1295-1 1998 Structural design of buried pipelines under various conditions of loading  
 TRRL - Simplified Tables of External Loads on Buried Pipelines  
 (e) The sulphate content of bedding and sidefill materials for use with cementitious and ferrous pipe should not be greater than 0.3% as sulphur trioxide.  
 (f) For 'E' values for processed granular materials reference should be made to Table A.3 in WIS 4-08-01 where specific site tests have not been performed.  
 (g) Angular materials should be chosen to ensure support is provided to heavier pipes

TABLE 1	
CLASS 1 SULPHATE CONDITIONS	
ADAPTABLE STANDARD WORKS AND AREAS SUBJECT TO HEAVY LOADING AREAS SUBJECT TO LIGHT LOADING e.g. HOUSING AND PRIVATE DRIVES, SMALL CAR PARKS	GEN 3 or ST4
FOR BURIED CONCRETE EXPOSED TO OTHER SULPHATE CONDITIONS	
CLASS 2	FND 2
CLASS 3	FND 3
CLASS 4A	FND 4A
CLASS 4B	FND 4B

Dimension 'A' - For sleeve jointed pipes, minimum 50mm or 1/6 outside pipe diameter, whichever is greater. For socketed pipes a minimum of 100mm or 1/6 outside pipe diameter whichever is greater under barrels and not less than 50mm

In rock or material containing hard spots:  
 Dimension 'A' - For sleeve jointed pipes, minimum 150mm or 1/4 outside pipe diameter, whichever is greater. For socketed pipes a minimum of 200mm or 1/4 outside pipe diameter whichever is greater under barrels and not less than 50mm



**DESIGNER RISK INFORMATION**

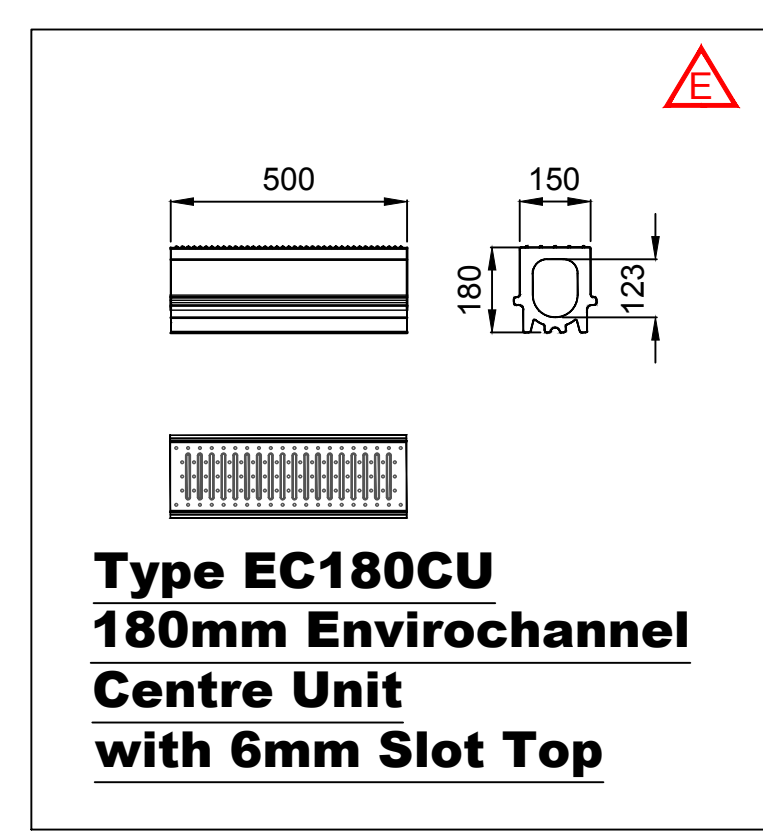
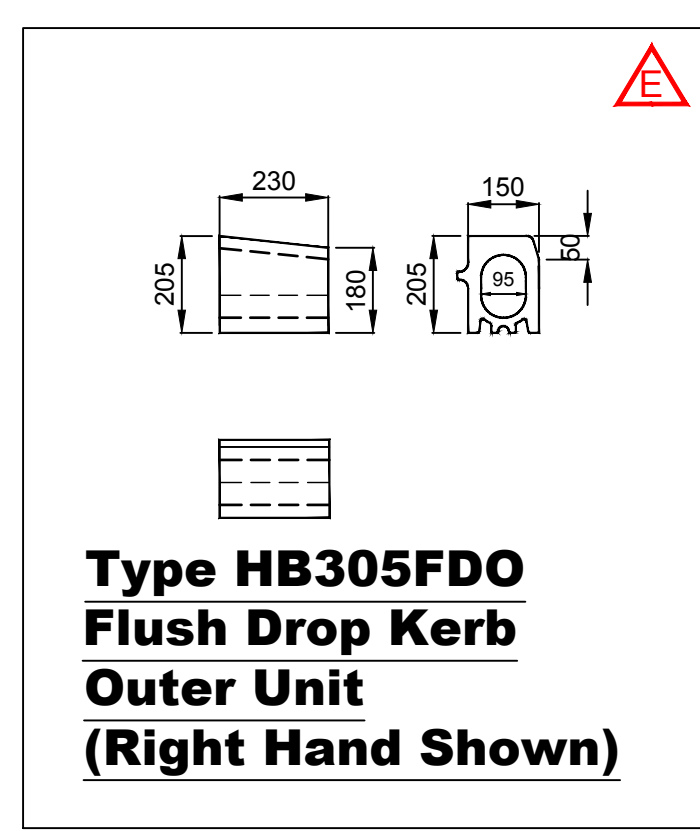
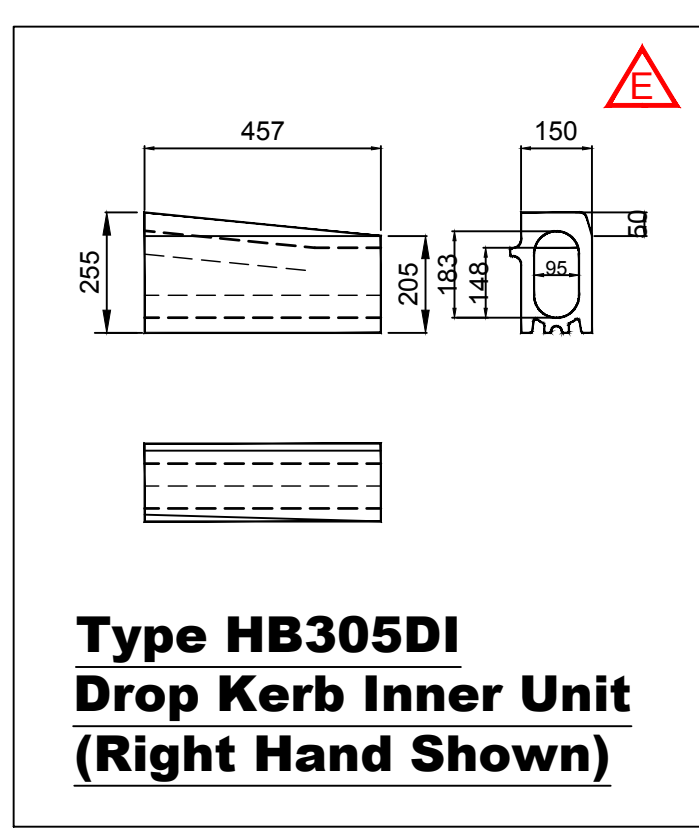
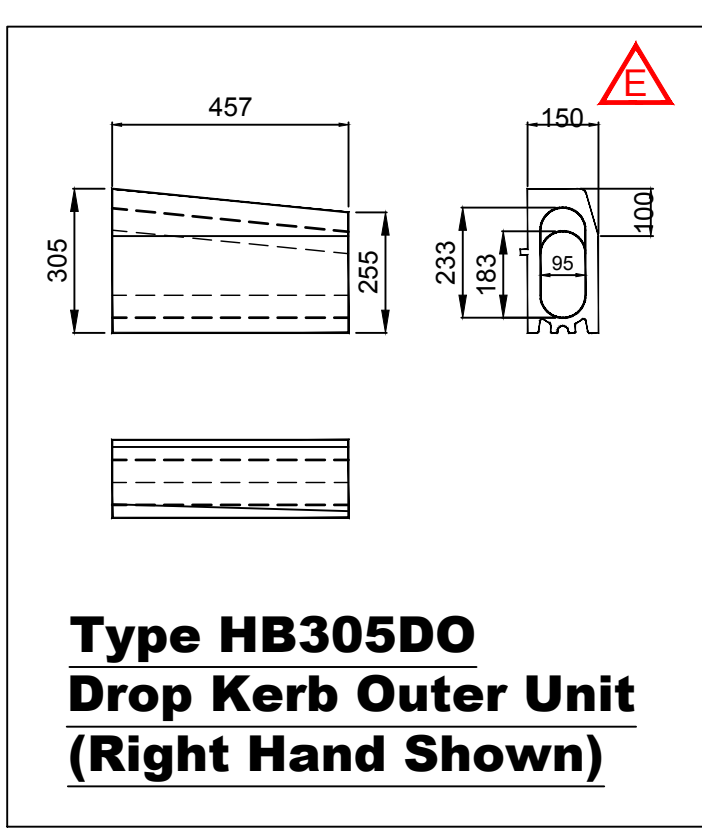
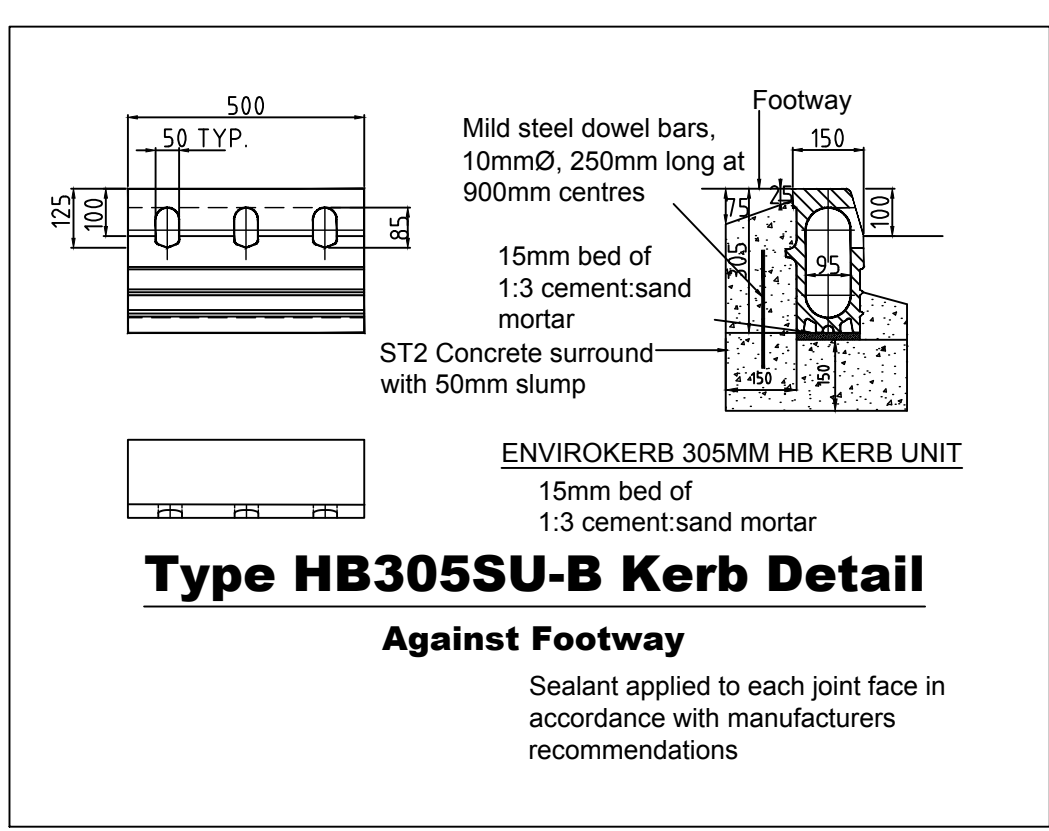
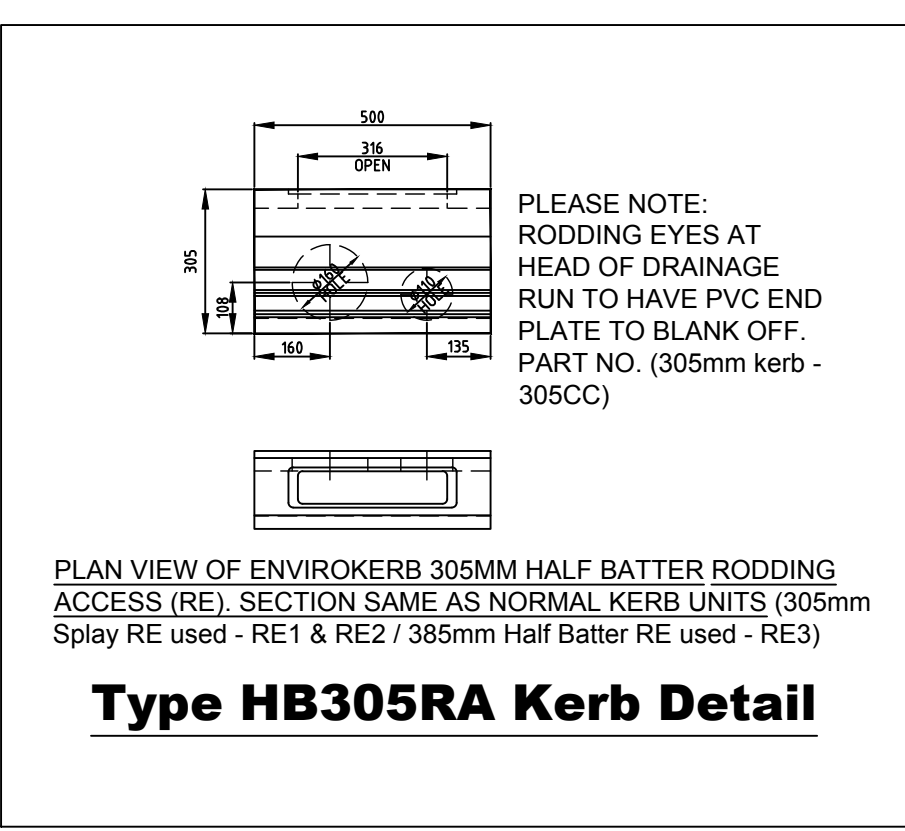
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 Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.

**MAINTENANCE/CLEANING:**

**DECOMMISSIONING/DEMOLITION:**

IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.



Rev	Date	Amendment	By	Check
A	07.12.18	Additional Envirokerb and Envirochannel details added.	nt	TD
D	07.12.18	CONSTRUCTION ISSUE	nt	TD
C	06.12.18	ENVIROKERB Centre Stone detail added.	nt	TD
B	09.04.18	TENDER ISSUE	nt	KD
A	23.03.18	Envirokerb gully detail omitted	nt	KD

Drawing Status: **CONSTRUCTION**

**mjm Consulting Engineers Ltd**

Southgate House, 38 Southgate, Wakefield WF1 1TL  
 T: 01924 811 000 mjm.co.uk

Project: **DEVONSHIRE PARK PAIGNTON**

Client: **DEVONSHIRE PARK Ltd**

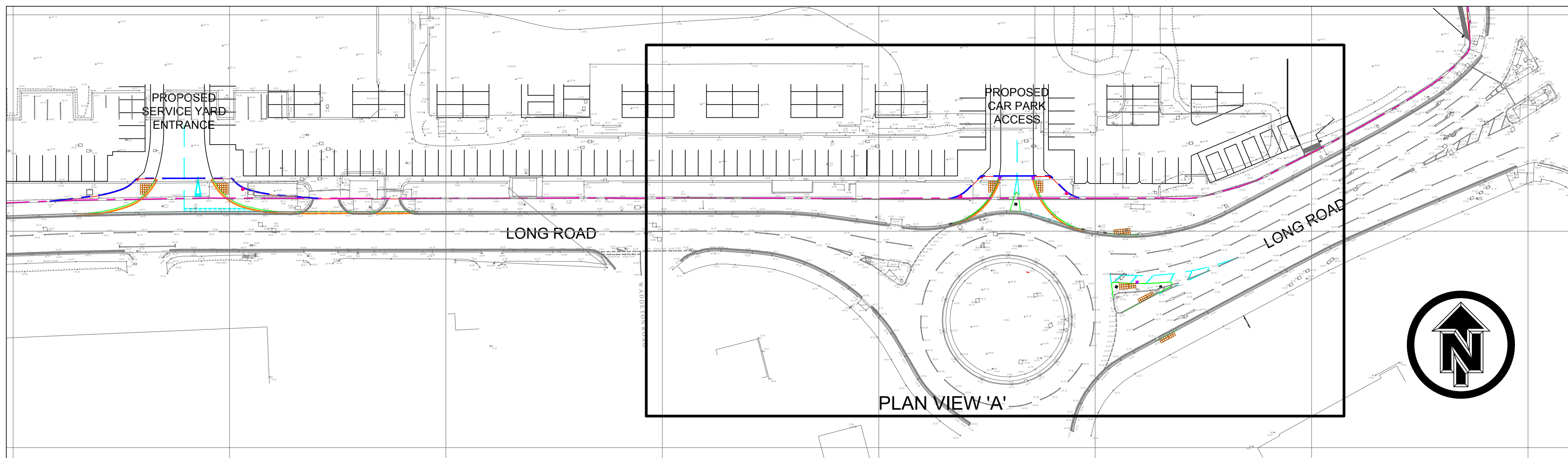
Drawing Title: **STANDARD CONSTRUCTION DETAILS**  
 2 of 2

nt	KD	KD
Date: Jan 2018	Scale: NTS	Sheet Size: A1
Project No: 6826	Drawing No: H107	Revision: E

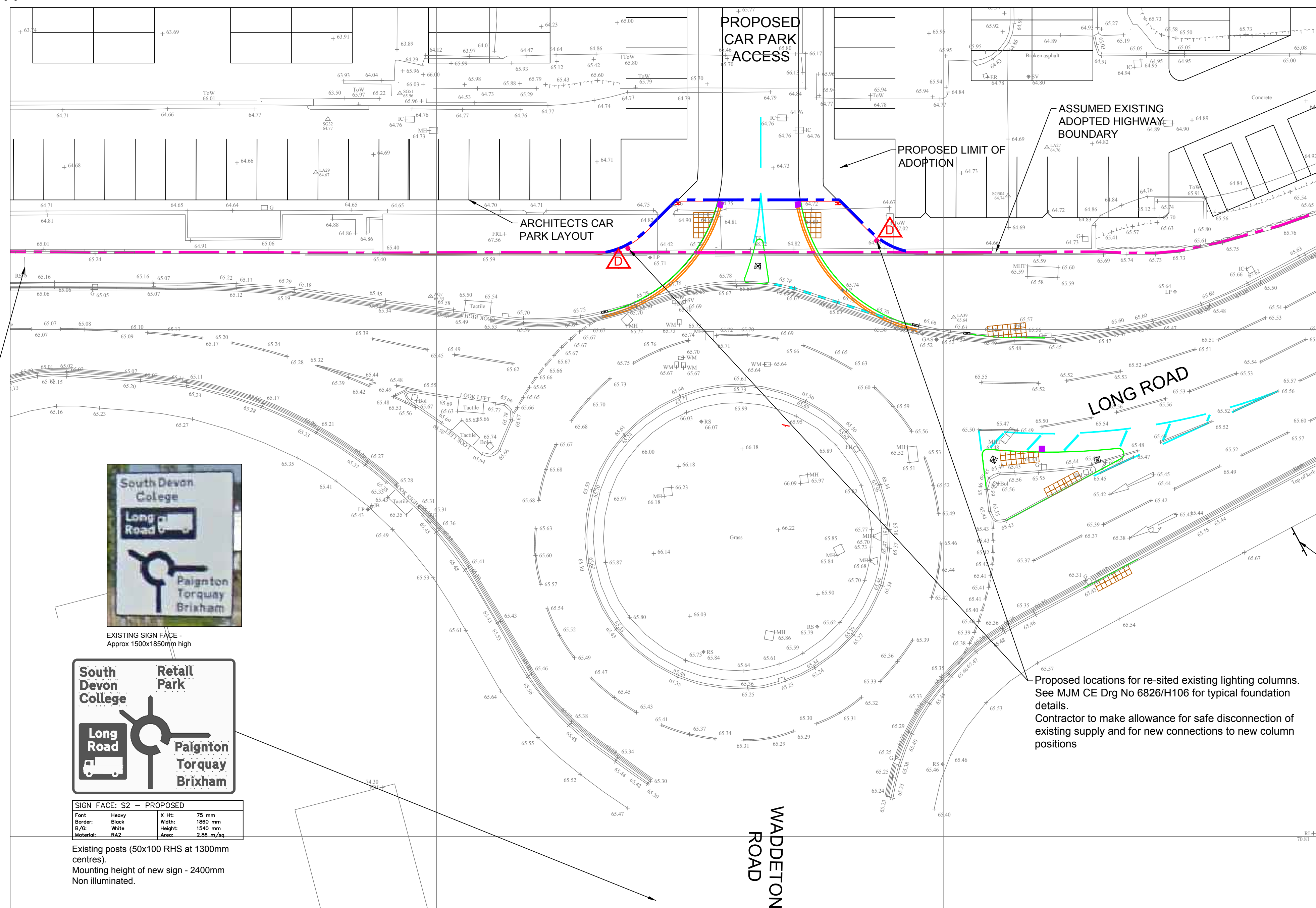
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DESIGNER RISK INFORMATION
IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:-
<b>CONSTRUCTION:</b> Live Electric, Gas and Water main services are present in existing footways and verges. BT Fibre Optic cables present in existing footway.
<b>MAINTENANCE/CLEANING:</b>
<b>DECOMMISSIONING/DEMOLITION:</b>
IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROVED METHOD STATEMENT.



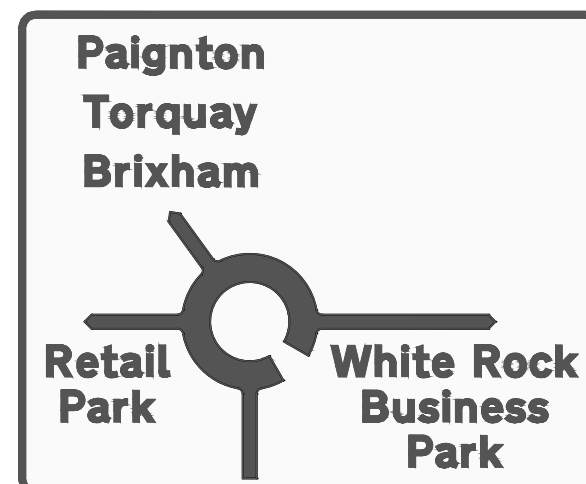
LOCATION PLAN  
Scale 1:500



- NOTES**  
1) For details of on site works beyond Limit of Adoption see Architects drawings.
- SIGNING NOTES**
- All roadmarking and signing diagrams and details to be in accordance with "Traffic Sign Regulations and General Directions 2016" and amendments.
  - Signs to be sited to ensure that they do not obstruct visibility to other signs.
  - Minimum mounting height to underside of all new signs to be 2400mm unless stated otherwise.
  - All work and materials to be in accordance with Department of Transport Specifications for Highway Works 2003 and Amendments.
  - Excavation, backfilling and reinstatement trenches for street lighting and signing cable to be undertaken by contractor where specified.
  - All new signs to be positioned to give a minimum of 500mm clearance from kerb face to closest edge of sign face.
  - All signs to be fitted with anti-rotational clips
  - All signs to be reflective to Class RA2 unless otherwise stated.
  - All new sign posts to be capped.



EXISTING SIGN FACE -  
Approx 1500x1400mm high

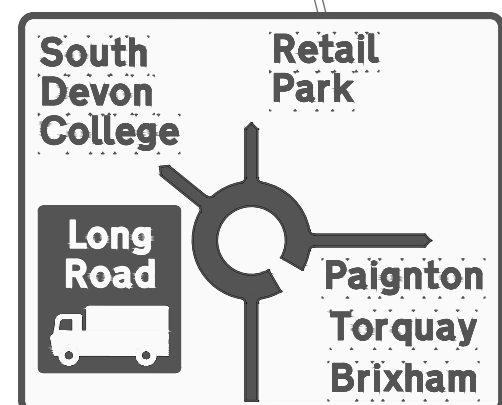


SIGN FACE: S3 - PROPOSED			
Font	Heavy	X Ht:	75 mm
Border:	Black	Width:	1935 mm
B/G:	White	Height:	1605 mm
Material:	RA2	Area:	3.11 m <sup>2</sup> /sq

New posts - 60x120x4 RHS at 1470mm centres.  
Mounting height of new sign - 2400mm  
Non illuminated.



EXISTING SIGN FACE -  
Approx 1500x1850mm high



SIGN FACE: S2 - PROPOSED			
Font	Heavy	X Ht:	75 mm
Border:	Black	Width:	1880 mm
B/G:	White	Height:	1540 mm
Material:	RA2	Area:	2.86 m <sup>2</sup> /sq

Existing posts (50x100 RHS at 1300mm centres).  
Mounting height of new sign - 2400mm  
Non illuminated.



EXISTING SIGN FACE - Approx  
1500x1900mm high, mounting height 2000mm



SIGN FACE: S1 - PROPOSED			
Font	Heavy	X Ht:	75 mm
Border:	Black	Width:	2025 mm
B/G:	White	Height:	1750 mm
Material:	RA2	Area:	3.54 m <sup>2</sup> /sq

Existing posts - 60x120 RHS at 1500mm centres.  
Mounting height of new sign - 2100mm  
Non illuminated.

Proposed locations for re-sited existing lighting columns.  
See MJM CE Drg No 6826/H106 for typical foundation details.  
Contractor to make allowance for safe disconnection of existing supply and for new connections to new column positions

13.11.18	Lighting columns moved to back of footway	nt	KD
27.06.18	Sign S2 amended (proposed sign face and existing post size/centres) Posts for sign S3 replaced.	nt	KD
09.04.18	TENDER ISSUE	nt	KD
08.03.18	Size and centres of existing posts added. Existing posts to be extended.	nt	KD
Rev	Date	Amendment	

Drawing Status: **TENDER**

**mjm Consulting Engineers Ltd**

Southgate House, 38 Southgate, Wakefield WF1 1TL  
T: 01924 811 000 [mjm.co.uk](http://mjm.co.uk)

Project:  
**DEVONSHIRE PARK PAIGNTON**

Client:  
**DEVONSHIRE PARK Ltd**

Drawing Title:  
**SECTION 278 WORKS LOCAL DIRECTIONAL SIGN LAYOUT**

nt	KD	KD
Date:	Scale:	Sheet Size:
Jan 2107	1:200	A1
Project No:	Drawing No:	Revision:
6826	H108	D

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PLAN VIEW 'A'  
Scale 1:200



designation is to be construed as a reference to the clause, paragraph or schedule of this document so numbered.

### 2.3 **Recitals**

- (a) On 15 December 2017 planning permission was granted under reference P/2017/1041 for the comprehensive redevelopment of the Property pursuant to section 73 of the Town and Country Planning Act 1990 (as originally approved by a planning permission under reference P/2014/0947) ("**the Planning Permission**")
- (b) Condition 16 of the Planning Permission required a section 278 highways agreement to be entered into in order to secure all necessary highway works relating to the development under the Planning Permission. Condition 16 stated that the development shall not be occupied or brought into use until the section 278 works have been implemented in full to the satisfaction of the Council.
- (c) On 2 November 2018 a non-material amendment was granted under reference P/2018/1024 pursuant to section 96A of the Town and Country Planning Act 1990 to vary condition 16 so as to align the wording of condition 16 with the phased approach to the development under the Planning Permission.
- (d) This Agreement secures the Works which comprise those highway works that are required to be carried out for the first phase of the development under the Planning Permission.

### 3. **PRECONDITIONS**

This Agreement is conditional upon and shall not take effect (save for payment to the Council of the amounts set out in clause 5.16.(a)) unless or until the Developer has served the Notice of Commencement

### 4. **GRANT OF RIGHT TO EXECUTE WORKS**

The Council as the highway authority hereby grants to the Developer and its servants and agents or any contractor of the Developer with all necessary plant and equipment a licence to enter upon the public highways so far as is necessary for the purpose of executing the Works (including breaking open the surface) and inspecting replacing and maintaining the same

### 5. **DEVELOPER'S COVENANTS**

The Developer hereby covenants with the Council that it will observe and perform the requirements of this clause 5:-

#### 5.1 **Approval of Works**

Before carrying out the Works the Developer shall obtain:-

- (a) the approval of the Proper Officer (such approval not to be unreasonably withheld or delayed) to the Drawings



- (b) all necessary planning consents
- (c) all necessary consents of Statutory Undertakers who have or may have apparatus that may be affected by the Works

## 5.2 **The Works**

The Developer shall at its own expense

- (a) carry out and complete the Works in a good and workmanlike manner and with proper materials, in accordance in all respects with the Specification and the Drawing(s), to the reasonable satisfaction of the Proper Officer and in accordance with any permits, permissions, consents and approvals granted by the Council (or any other statutory or public authorities),
- (b) advise all Statutory Undertakers who may or do have apparatus or any part of their services affected by the Works, and
- (c) execute all works or pay any costs that may become due and payable in respect of any further works that are required by any Statutory Undertaker as a result of the Developer undertaking the Works

## 5.3 **Contractors**

The Developer shall:-

- (a) not less than 28 days before the commencement of the Works inform the Proper Officer of the name and address of the proposed contractor and obtain the consent of the Proper Officer (such consent not to be unreasonably withheld or delayed) to that contractor being employed in writing before commencement of the Works and it shall be a requirement of this Agreement that the contractor shall at all times maintain a public liability insurance policy with a member of the Association of British Insurers in a minimum sum of £5,000,000 for a single claim (and in the event of the Developer carrying out the Highway Works itself it shall provide the insurance cover required by this clause)
- (b) include in the conditions of contract of the contractors (or any sub contractors) engaged to carry out the Works obligations to:-
  - (i) give the Traffic Manager appropriate notice (such form of notice to be obtained from the Traffic Manager to comply with the requirements of the Traffic Management Act 2004) of the Developer's intention to commence the Works and
  - (ii) comply with the requirements of the Communications Policy
  - (iii) comply with any obligations imposed herein upon the Developer in so far as they relate to the carrying out of the Works
- (c) guarantee compliance with the matters set out in clause 5.3(b)

## 5.4 **Notice of Commencement**

The Developer shall send to the Proper Officer the Notice of Commencement for the purpose of exercising its functions under the terms of this Agreement

## 5.5 **Programme of Works**



The Developer shall:-

- (a) give the Proper Officer a programme of works for the purpose of exercising its functions under the terms of this Agreement for approval 28 days prior to commencement of the Works PROVIDED THAT in the case of Works not involving road closure the Proper Officer may at his discretion accept a shorter period; and
- (b) carry out the Works in accordance with the approved programme of works

5.6 ***Health and Safety***

Throughout the progress of the Works the Developer shall have full regard for the safety of the public and, without prejudice to the generality of the foregoing, shall:-

- (a) comply with the Communications Policy and
- (b) provide and maintain such precautionary works (including fencing) and signs as may be reasonably required by the Proper Officer or any other body having statutory authority

5.7 ***1991 Act***

The Developer shall comply in all respects with the 1991 Act.

5.8 ***General Indemnity***

The Developer shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works other than those arising out of or in consequence of any act neglect default or liability of the Council or any failure by the Council to comply with its obligations hereunder

5.9 ***Developer's Further Indemnity***

Without prejudice to the generality of the indemnity given by the Developer to the Council at clause 5.8 the Developer shall

- (a) be responsible for all reasonable and proper costs and expenses incurred by the Council or its duly appointed agents in dealing with settling or disposing of claims for noise insulation or injurious affection arising from the execution of the Works during or after completion of the Works. The Council will endeavour to notify the Developer as soon as reasonably practicable of the receipt of such claim
- (b) indemnify the Council against any lawful claim under the Land Compensation Act 1973 (and any statutory modification or re-enactment thereof) arising out of the use of the Works PROVIDED THAT the Council shall notify the Developer as soon as reasonably practicable of the receipt of such claim

5.10 ***Access to the Works***

During the carrying out of the Works the Developer shall upon reasonable request give the Proper Officer and any other authorised officer of the Council access to every part of the Works and all materials used or intended to be used therein for the purpose of inspecting the same.

5.11 ***Duty to Allow Inspection of the Works***

The Developer shall not cover up any part of the Works without the approval of the Proper Officer (such approval not to be unreasonably withheld or delayed) who shall be given the



opportunity to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon. The Proper Officer shall be given at least two working days written notice whenever any such work is ready for examination

5.12 ***Obligations During Maintenance Period***

The Developer shall at its own expense during the Maintenance Period (or as soon as practicable thereafter) reinstate and make good any damage or defect in the Works which in the reasonable and proper opinion of the Proper Officer shall have arisen out of any defect in the design or construction of the Works or the use of defective workmanship or of materials not in accordance with the Drawings during the construction of the Works or otherwise shall have been caused by the person carrying out the Works which shall have become apparent during the Maintenance Period

5.13 ***As Built Drawings***

Before the issue of the Final Certificate the Developer shall furnish the Council with a full set of drawings of the Works as built

5.14 ***Defective Design***

If during the execution of the Works any defect error or omission shall be found either in the Drawings or in any survey undertaken by the Developer or if the highway shall be found to be unsuitable for the Works all defects errors omissions or wants of repair or making good shall be undertaken at the sole expense of the Developer

5.15 ***Timing of Works***

- (a) The Developer shall carry out and complete the Works by 1 June 2020 and shall during the Maintenance Period at its own expense maintain the Works and shall carry out such routine maintenance and repairs as may be necessary to facilitate use by vehicles and pedestrians
- (b) Without prejudice to any remedy of the Council, the Proper Officer may in its absolute discretion give written notice to the Developer granting an extension of time to complete the Works. The Proper Officer may grant more than one such extension.
- (c) If, by any impediment, prevention or default, whether by act or omission by the Council (except to the extent caused or contributed to by any default, whether by act or omission of the Developer), the Developer delays the carrying out and completion of the Works or the Developer's obligations under this Agreement the Proper Officer shall grant an extension of time to complete the Works or the Developer's obligations under this Agreement for a further period or periods, by giving written notice to the Developer. Such extension shall be commensurate with the delay suffered by the Developer that was caused by such impediment, prevention or default.

5.16 ***Legal fee***

- (a) On completion of this Agreement the Developer shall pay to the Council into the Council's Account the proper legal costs of the Council in the sum of £1000 in connection with the preparation and completion of this Agreement and the



necessary duplicates thereof

- (b) Receipt by the Council of the payment of such sum shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon him by the terms of this Agreement or by statute or at common law

5.17 **Inspection fee**

- (a) On completion of this Agreement the Developer shall pay to the Council into the Council's Account £6,480 in respect of the proper and reasonable costs incurred by the Council of in inspecting the Works (being six per cent of the Estimated Cost)
- (b) Receipt by the Council of the payment of such sum shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon him by the terms of this Agreement or by statute or at common law and subject to clause 5.8 the Council will not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the Works by the Council

**6. COUNCIL COVENANTS**

The Council hereby covenants that it will observe and perform the requirements of this clause 6:-

6.1 **The Certificate of Satisfactory Completion**

Upon notification in writing to the Proper Officer that the Developer considers that the Works are Satisfactorily Complete the Proper Officer shall inspect the Works within a reasonable time and in any event no longer than 14 working days and if they are Satisfactorily Complete the Proper Officer shall endeavour to issue to the Developer the Certificate of Satisfactory Completion within 5 working days of such inspection

6.2 **The Final Certificate**

Upon completion to the Proper Officer's reasonable satisfaction of any works for which the Developer is responsible under this Agreement during the Maintenance Period and upon notification in writing to the Proper Officer that the Developer considers that the Works are finally completed the Proper Officer shall promptly carry out a safety audit and issue a Final Certificate and give written authorisation for the release of the cash bond (or balance thereof) PROVIDED THAT no such certificate or authorisation need be given until:-

- (a) the Developer has paid to the Council all amounts due to the Council under this Agreement and
- (b) any works required under clause 5.12 have been completed to the reasonable satisfaction of the Proper Officer and
- (c) the Developer has delivered to the Proper Officer drawings in accordance with clause 5.13

6.3 **Release from Liability**

The Council covenants that the Final Certificate shall be issued in accordance with this



Agreement and that the Developer shall be released from all liability under this Agreement (save in the case of the Developer for the indemnities set out in clauses 5.8 and 5.9) and that upon the issue of the Final Certificate the Works shall become maintainable at the public expense

7. **AGREEMENTS AND DECLARATIONS**

It is hereby agreed between the parties hereto and declared as follows:-

7.1 **Works in Default**

(a) If the Works or any part or parts thereof or any works required within the Maintenance Period are not carried out or completed to the reasonable satisfaction of the Proper Officer in accordance with the terms of this Agreement, the Council after giving twenty eight days written notice of its intention to the Developer may enter onto the site of the Works and execute or complete the relevant works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its reasonable and proper costs as properly and reasonably certified by the Proper Officer from the Developer up to the maximum of the Estimated Cost PROVIDED THAT the Council shall not be entitled to redesign the Works after the design of the Works has been approved by the Proper Officer or to recover the costs of such redesign from the Developer.

7.2 **Compliance with Communications Policy**

- (a) If in the reasonable opinion of the Proper Officer the Developer has failed to comply with the Communications Policy the Proper Officer may serve notice upon the Developer that the licence granted by this Agreement to carry out the Works on the public highway is suspended with immediate effect
- (b) Should notice be served pursuant to clause 7.2(a) the Developer shall immediately cease carrying out works on the public highway until the relevant part of the Communications Policy has been complied with and the Proper Officer gives notice to the Developer that it may continue carrying out the Works.

7.3 **Third Parties**

A person who is not a party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999 and the parties to this Agreement do not intend that any third parties are created by this Agreement

7.4 **Council as a Public Authority**

Nothing contained in this Agreement shall in any way prejudice or be construed to prejudice the statutory rights powers duties and authority conferred upon the Council as local authority

8. **SECURITY FOR PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS**

8.1 On the Cash Bond Deposit Day, the Developer shall pay the **Estimated Cost** as a cash bond to the Council into the Council's Account. Such sum shall be placed on deposit in a holding account identified by the Council for the purpose of holding the cash bond

8.2 The Council is not obliged to secure any interest or any particular rate of interest



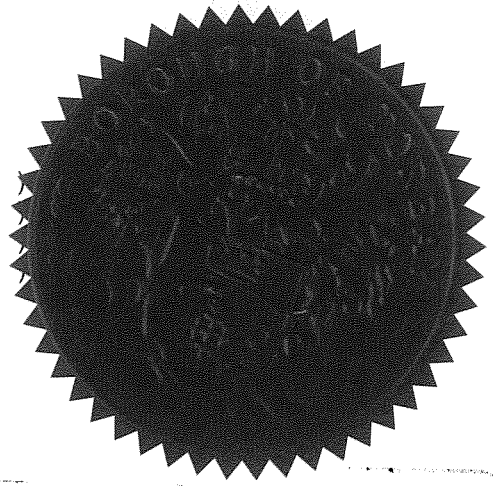
8.3 Not more than 28 days after the issue of the:

- (a) Certificate of Satisfactory Completion, £81,000 (being seventy-five per cent of the Estimated Cost) shall be repaid to the Developer into the Developer's Account.
- (b) Final Certificate, the remaining balance shall be repaid to the Developer into the Developer's Account.

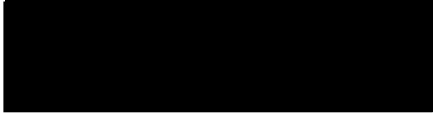
IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written



Executed as a Deed by affixing  
THE COMMON SEAL of  
THE COUNCIL OF THE BOROUGH OF TORBAY  
in the presence of :-



Proper Officer  
and Authorised Signatory



The Council of The  
Borough of Torbay

S/No: 7199

EXECUTED as a DEED by  
**DEVONSHIRE PARK LIMITED**  
a company incorporated in Jersey  
by \_\_\_\_\_ being a person who  
in accordance with the laws of that  
territory is acting under the authority of  
Devonshire Park Limited





ANNEX: COMMUNICATIONS POLICY



# Street Works and Works for Road Purposes.

## Communications Policy

Legislation :-

The Code of Practice for the Co-ordination of Street Works under the New Roads and Street Works Act 1991 requires that Street Authorities and Undertakers endeavour to ensure that their works are planned in such a way as to minimise inconvenience to all road users.

In order to ensure the public is aware who is responsible for the works, it is important that the promoting undertaker gives advance information and warning to affected frontagers. This will include details of alternative access arrangements or any other form of mitigating action as appropriate.

The Traffic Management (TMA) Act Part 3 & 4 is expected to extend this requirement to Highway Authorities.

The TMA sets out the categories of noticing and includes the amount of advanced notice required for service of notice for each category. This report will indicate each category of work and at what point the public and particularly frontagers directly affected by the works should be notified of the activity and given the opportunity to contact the promoting engineer. The decision on when to consult with the public on the design of any proposed scheme is not considered within this report.

Notices are to be submitted to the Street Works Co-ordinator for inclusion within the Street Works Register on the form HMF 001 for application for Temporary Prohibition of Traffic or HMF 002, other works shown below. The register will be available for inspection by Statutory Undertakers and members of the public.

### Categories of Work

#### Major Works

Activities that have been identified in an organisations annual operating program or which are normally planned or known about at least six months in advance of the proposed start date

or

Works that require a temporary traffic order or works that have a planned duration of greater than 10 days and where there is incursion into the carriageway.

Required advanced notice – 3 Months

#### Standard Activities (Major)

Works that require traffic control or temporary prohibition of traffic on a traffic sensitive street

Or

Duration of works is greater than 4 days on non traffic sensitive streets and traffic control is required.

Required advanced notice – 2 months



### Standard Activities (Minor)

Works on a traffic sensitive street that do not require traffic control.

Or

Works on a non traffic sensitive street with traffic control for 4 days or less.

Required advanced notice – 20 days

### Minor Activities

Works with no traffic control on non traffic sensitive streets.

Required advanced notice - 3 days.

### Immediate works

Emergency or Urgent works

Notify 2 hours after starting works.

The above are minimum notice periods and wherever possible, greater advanced notice should be given. Works will not be permitted to be undertaken without the appropriate notice being submitted.

Traffic control includes the use of lane closures, priority flow, temporary traffic lights, stop go boards etc.

### Notification to the Public.

It is essential that the public are given information on works that are likely to affect the normal use of the highway, at the earliest opportunity. When a persons access to property is obstructed as a result of works, advanced notification must be given in writing prior to the commencement of the works. The period of notification will depend upon the type of works being undertaken but will be a minimum of 3 days in advance of the start of the works. Where the works are of an emergency nature, the written notification will be as soon as practicable after the commencement of the works and no later than within 1 day of the start.

There are various ways in which notification can be achieved but the use of them either singularly or in combination, will result in the highway user being aware of:-

- a) what works are being undertaken
- b) when they will start
- c) how long they will take
- d) an indication of the anticipated disruption
- e) any traffic control / temporary prohibition of traffic
- f) contact details for the works promoter.

The works promoter will be responsible for identifying the level of notification required from one or all of the following:-



**Press Release** – normally associated with Major Works and instigated 1 month prior to the start date of the scheme, consisting of an news feature or public notice within the local paper advertising the scheme. It would not necessarily be expected to incorporate details of traffic management or access issues. This is also an opportunity to demonstrate the investment in the highway network, benefits and improvements being established for the public.

Where the press release is to comply with the requirements of the New Roads and Street Works Act 1991, Section 58, 3 months notice is required.

**Written correspondence - Stakeholder**

Consultation with Chambers of Trade, Freight Transport Associations, Public Transport operators and frontagers at least 1 month prior to start of works. If works are to be conducted during summer periods, approaches to Christmas or school holidays, consideration should be given to extending the notice period to 2 months.

**Written correspondence - Frontager**

With frontagers being directly affected by works. If the works are being conducted in a commercial area, consideration must be given to notifying business adjacent to the works as well as those directly affected.

**Information board on street** – Sign placed on the highway at the site of the works for each direction of traffic indicating the commencement of works, start date, duration, contact number and brief description of works. Placed out on site at least 7 days prior to works commencing.

**Information board during works** – to be included with the site safety equipment, an ID board must be placed indicating the promoting authority, contractor name and 24 hour contact telephone number. This is a requirement of Chapter 8 of the Traffic Signs Manual.

**Weekly Road Works Report**

The use of temporary traffic control will be notified to the street works team and will be included upon a weekly distributed Road Works Report. This report delivered electronically to the business community, public transport operators and media and is made available for viewing on the Torbay Council website. The report will be issued on a Thursday detailing works commencing on the following Monday and within 14 days thereafter and can be treated as an part of the notification process. Applications for temporary traffic control must be issued 7 working days prior to the intended start date and Temporary Prohibition of Traffic applications issued 4 weeks prior to intended start date. Exceptions will be for emergency / urgent works only.

Below is a matrix of the category of works and the type of notification to public required.

Category of Work	Press Release	Written (Stakeholder)	Written (Frontager)	Info Board
Major	3 – 6 months	1 month	2 weeks	7 days
Standard (Major)	1 month (optional)	1 month	2 weeks	7 days
Standard (Minor)	N/A	N/A	7 days	7 days
Minor	N/A	N/A	3 days	N/A
Immediate*	N/A	N/A	Within 1 day	Within 1 day

\* Notification will depend upon the estimated duration of the works and the effect on traffic movement but could include a press release or / and written correspondence.



Works that are being conducted within normal working hours and comply with the following circumstances, will not require prior notification to the public:-

- a) Works that do not encroach on the carriageway surface and are not adjacent to residential / commercial property.
- b) Works duration less than 30 minutes.

When notifying frontagers of intended works, it must be indicated on the correspondence whether there is likely to be any direct obstruction to a persons access to property. Where there is an access issue, the promoting officer must be available to discuss with occupiers access requirements with particular regard to persons with disabilities. Every effort must be made to accommodate the needs of the occupier.

Works that encroach upon the carriageway, including temporary walkways, will be considered as having an effect on not only the frontagers of the street but also the general user of the highway. Greater notice periods are required under these circumstances in order to notify a wider range of users of the highway of the works together with the use of information boards for travelling public.

#### Street Authority Co-ordination

It is a requirement upon the Authority to co-ordinate works through the quarterly Local Area HAUC meetings. All Major Works to be undertaken within a six month period from the date of the meeting must be notified through the HAUC meeting to all Statutory Undertakers as a requirement of the Code of Practice, Co-ordination of Street Works and Works for Road Purposes.

Section 58 of the New Roads and Street works Act 1991 offers the Street Authority the opportunity to issue notice upon Statutory Undertakers of substantial roadworks. The notice will be issued 3 months prior to the commencement of the activity and will give details of the works, start date and nature of the activity.

In conjunction with the HAUC schedules and publication of the notice in the press, the Authority can prevent a utility company from undertaking planned works in the affected street for a period of 12 months. There are work types that are exempt from this requirement including urgent / emergency works or the provision of a service to a customer of the utility company.





\_\_\_\_\_

\_\_\_\_\_

## Highway and Engineering

### REQUEST FOR TEMPORARY PROHIBITION OF TRAFFIC

Applications must be received 4 weeks before the anticipated start date of the closure and be submitted with a plan / sketch of the exact location of the area / section affected.

This application is to be completed by the applicant or his nominated contractor and returned to :

Street Works Co-ordinator  
Highways and Engineering  
Tor 2 Aspen Way  
Paignton  
TQ4 7QR  
(01803) 207639

E-Mail – Streetworks@torbay.gov.uk    Tele. (01803) 207717    Fax.

**NOTE : A five day consultation period will be undertaken before approval is considered. Approval of this application does not affect any other statutory obligations.**

<b>Road Name :</b> _____	
<b>Section / Location of Works :</b> _____	
_____ <b>Town :</b> _____	
<b>Start Date :</b> _____	<b>Completion Date :</b> _____
<b>Timing of Closure : From :</b> _____ <b>hrs</b>	<b>To :</b> _____ <b>hrs</b> <b>All Day :</b> <input type="checkbox"/>
<b>Reason For Closure :</b> _____	
<b>Closure : Full</b> <input type="checkbox"/> <b>Lane</b> <input type="checkbox"/> <b>Give Direction :</b> _____	
<b>Contact Name :</b> _____	<b>Organisation :</b> _____
<b>Telephone Number - Day Time :</b> _____	<b>24 Hour :</b> _____
<b>Contact Address :</b> _____	

**Other Information :**  
\_\_\_\_\_  
\_\_\_\_\_

**Fax Number :** \_\_\_\_\_ **E-Mail Address :** \_\_\_\_\_ **Signing**

**Schedule Required :** **Yes :**  **No :**

<b><u>DECLARATION</u></b>
I agree that I or my nominated contractor will be responsible for :

- a) Providing, placing and maintaining all road closed and diversion signs indicated in correspondence or plan.
- b) Giving advanced warning to residents / businesses effected by the closure, and ensure access is maintained to their satisfaction.
- c) Ensuring removal of said signs on completion of the works.
- d) Providing signs in accordance with Traffic Signs Manual, with a 24hr contact telephone number on advanced warning sign.
- e) Reopening road as soon as works are complete and informing Council if timings are different from those requested.
- f) Any appropriate Public Insurance Liability.

I understand that I will be liable for Torbay Councils costs incurred in connection with the closure which are payable in advance.

Charges -	Under 5 working days (no traffic order)	£223.50 N/A For section 38 or 278 Agreements
	Over 5 working days (with traffic order)	£631.60 N/A For section 38 or 278 Agreements

The provision of mandatory advisory signing of the closure is my responsibility and is not included in the fees payable to Torbay Council.

I confirm that consultation will be undertaken prior to the closure with residents, local businesses, schools etc of effected streets, advanced notice boards will be placed out on the effected street 7 days prior to the closing date and information will be published in the local newspaper as appropriate.

SIGNED : \_\_\_\_\_

DATE : \_\_\_\_\_

Office Use Only : The above application has been received and the following traffic management is proposed :

**Consultation :** Please supply any comments within 5 days of receipt

Police :  Fire :  Ambulance :  Public Transport :  Other :

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**Street Works Co-ordinator :** \_\_\_\_\_

\_\_\_\_\_





TO CRY

T O

Highway and Engineering  
(Internal Use Only)

Proposed Highway Works

Occupation of the Highway  
(For Road Closures use form HM 001)

Works Promoter

Road Name : \_\_\_\_\_ Town : \_\_\_\_\_

Location of Works : \_\_\_\_\_

Works will affect CW  FW  Both

Type of Works : \_\_\_\_\_

Anticipated Traffic Control : \_\_\_\_\_

Start Date : \_\_\_\_\_ Completion Date : \_\_\_\_\_

24 Hour Contact Number \_\_\_\_\_

Other Information : \_\_\_\_\_

Signed : \_\_\_\_\_ Date : \_\_\_\_\_

**Co-ordinator**

Agreed Start Date: \_\_\_\_\_

Times of day to avoid : \_\_\_\_\_

Any other schemes in conflict : \_\_\_\_\_

Any other information : \_\_\_\_\_

Signed \_\_\_\_\_ Date : \_\_\_\_\_