Agreement extended to 27/09/10 01841/06

DATED 27th September 2006 Z.6154

(pt. 2 issued 11/08/09)

BARRATT HOMES LIMITED

- and -

THE COUNCIL OF THE BOROUGH OF TORBAY

- and -

N.H.B.C

AGREEMENT

under Section 38 of the Highways Act 1980
and Section 33 of the
Local Government (Miscellaneous
Provisions) Act 1982
in connection with
street works at Road 3,
Former South Devon College Site at
Teignmouth Road, Torquay
in the Borough of Torbay

BILL NORMAN
Director of Law & Support
Town Hall
TORQUAY

27th

day

of

WHEREAS:

September

Two Thousand and Six

BETWEEN BARRATT HOMES LIMITED (Company Registration Number 03+8173) of Rotterdam House 116 Quayside Newcastle-Upon-Tyne NE1 3DA (hereinafter called "the Developer") of the first part THE COUNCIL OF THE BOROUGH OF TORBAY of the Town Hall Castle Circus Torquay TQ1 3DR (hereinafter called "the Council") of the second part and NATIONAL HOUSE BUILDING COUNCIL of Buildmark House Chiltern Avenue Amersham

Buckinghamshire HP6 5AP (hereinafter called "the Surety") of the third part

M.

- (1) THE Council is the Local Highway Authority
- (2) THE Developer is the estate owner in fee simple absolute in possession of the land at the former South Devon College site Torquay which is registered at H.M. Land Registry under Title Numbers DN528561 and DN532673 which includes the site of the proposed road or roads shown coloured Yellow Green and Brown and edged Pink on the Drawing numbered 24235 1572 and annexed hereto and all other land required for the works hereinafter referred to and is desirous of making up the road or roads so that the same shall become a highway or highways maintainable at the public expense
- (3) THE Developer has requested that when the works hereinafter referred to for the making up of the road or roads have been executed and maintained as hereinafter appearing the Council shall undertake the maintenance of the road or roads as a highway or highways maintainable at the public expense which the Council has agreed to do upon the terms and conditions hereinafter appearing NOW in pursuance of Section 38 of the Highways Act 1980 and Section 33 of the

Local Government (Miscellaneous Provisions) Act 1982 IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

IN this Agreement where the context so admits:

1. Interpretation:

in Clause 2(1) hereof

the "Drawings" mean the Drawing numbered 24235 1572 annexed hereto and the Section Drawing(s) numbered 24235 1520 C, 24235 1530 C, 24235 1531 C, 24235 1550 C and 24235 1760 C and signed by or on behalf of the parties hereto and any amended such Drawing signed by or on behalf of the proper officer the "estimated cost" is the sum of FOUR HUNDRED AND FIFTY EIGHT

THOUSAND POUNDS (£458,000.00) being the amount which is in the opinion of the proper officer the cost of carrying out the works within the period specified

the "final certificate" means the Certificate to be issued on satisfactory completion of the Works in accordance with Clause 11 hereof

the "maintenance period" means the period specified in Clause 9 hereof
the "Part 1 Certificate" means the Certificate to be issued on satisfactory
completion of the Part 1 Works in accordance with Clause 7 hereof
the "Part 1 Works" means the works referred to in Part 1 of the Schedule hereto
the "Part 2 Certificate" means the Certificate to be issued on satisfactory
completion of the Part 2 Works in accordance with Clause 9 hereof
the "Part 2 Works" means the works referred to in Part 2 of the Schedule hereto
the "proper officer" means the officer of the Council for the time being appointed
for the purposes of this Agreement or of any provision contained herein
the "road or roads" means the carriageways and footways of the road or roads
hereinbefore referred to including any off-site highway drainage shown on the

SEE PLANS:

24235-1520-Rev C

24235-1550-Rev C

24235-1531-Rev C

24235-1530-Rev C

24235-1760-Rev C

24235-1572

Drawings and includes the footpaths street lighting all verges service strips service margins vehicular crossings road surface water drainage system (if any) and all other things ancillary thereto

the "Specification" means the edition of the publication entitled "Highways in Residential and Commercial Estates Design Guide" and dated January 1996 by Devon County Council and the Design Guide Exception Report dated April 2003 by the Council a copy of which the Developer hereby acknowledges has been supplied to him

the "statutory undertaker" means a "statutory undertaker" as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications PLC the "works" means the works specified in the Schedule hereto for the making up of the road or roads

2. Developer's Liability:

- (A) THE Developer shall carry out and complete the works at the Developer's expense in a good and workmanlike manner and with proper materials in accordance in all respects with the Specification and the Drawings to the satisfaction of the proper officer within Twenty Four calendar months from the date hereof
- (B) FOR the avoidance of doubt it is hereby declared that the Council may at the discretion of the proper officer grant to the Developer an extension of the period referred to in sub-clause (A) hereof for the completion of the works PROVIDED that such extension is requested in writing by the Developer and PROVIDED ALSO (a) that on the granting of such extension of time (to be confirmed in writing by the proper officer) the Developer shall pay to the Council such additional inspection fee (based on the estimated cost of any outstanding

works) as shall be agreed between the proper officer and the Developer and (b) the Developer and the proper officer shall review the amount of the Bond (as referred to in Clause 18 hereof) in force at that time and the Developer shall if required by the proper officer in writing arrange for the amount of the Bond to be increased to such reasonable amount as shall be required by the proper officer

3. Declaration:

4.

THE Developer hereby declares and warrants to the Council that he has and will throughout the duration of this Agreement maintain full right liberty and consent to carry out such works as may be necessary to connect the road or roads to a vehicular highway or highways

Statutory Undertakers - Connections to Existing Services:

THE Developer shall before connecting the road or roads with any highway or highways maintainable at the public expense give notice to each person board or authority being the statutory undertaker for the time being of any service or services laid in upon or under such highway or highways of the proposal to make such connection as if the connection were a work to be executed for the purposes of and were mentioned in Section 21(1)(a) of the Public Utilities Street Works Act 1950 and shall indemnify the Council in respect of the cost of any works or measures considered necessary by any statutory undertaker in consequence of the proposal to make such connection

5. Indemnity:

THE Developer hereby indemnifies 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

6. Access to the Site:

THE Developer shall during the carrying out of the works give to the proper officer and any other officer of the Council access to every part of the works and sites thereof for the purpose of inspecting the works and all materials used or intended to be used therein

7. Part 1 Certificate:

ON the completion of the Part 1 Works to the satisfaction of the proper officer in all respects the proper officer shall issue his Part 1 Certificate to the Developer

8. Occupation of Buildings:

NO dwelling erected by the Developer or on his behalf fronting adjoining or abutting on to the road or roads shall be occupied until:

- (a) the proper officer has issued his Part 1 Certificate in respect of the road or roads or such part of the road or roads as will provide the occupier with access to a vehicular highway and where applicable a base course pedestrian access to such highway has been provided and
- (b) the road or roads or such part of the road or roads have columns erected ready for lighting in accordance with the Specification and the Drawings and the Developer has arranged with the electricity board for an electricity supply thereto by giving at least six weeks' prior notice in writing or as may be otherwise agreed in writing by the proper officer

9. Part 2 Certificate:

ON completion of the Part 2 Works to the satisfaction of the proper officer in all respects the proper officer shall if any sewer constructed under the road or roads under an agreement under Section 104 of the Water Industry

Act 1991 (as amended) has been certified as being or having been on maintenance issue his Part 2 Certificate to the Developer and from the date thereof:

- (a) the maintenance period of Twelve calendar months shall commence to run
- (b) the road or roads shall become a highway or highways and remain forever open for use by the public at large
- (c) the Developer shall remain the street manager for the purposes of Section 2(5)(a) of the Public Utilities Street Works Act 1950 and any statutory modification or re-enactment thereof until such time as the road or roads shall become a highway or highways maintainable at the public expense

10. Obligations During the Maintenance Period:

DURING the maintenance period:

- (a) the Developer at his own expense shall maintain the works including all grassed and planted areas and carry out such routine maintenance as may be necessary to facilitate use by vehicles and pedestrians
- (b) the Council at its own expense shall undertake routine maintenance of and be responsible for payment for energy for all street lights and illuminated traffic signs

11. Final Certificate:

PRIOR to the expiration of the maintenance period the Developer shall forthwith at his own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the maintenance period (including any defect in or damage to the road surface water system) of which he has been notified in writing by the proper officer so that the works comply with the Specification

AND THEN PROVIDED THAT:

- (a) the Developer has paid to the Council all amounts due to the Council under this Agreement and
- (b) any necessary reinstatement or other works have been completed to the satisfaction in all respects of the proper officer and
- (c) the Developer has delivered to the proper officer drawings showing the works as constructed the proper officer shall issue his Final Certificate to the Developer and shall release the Surety from all liability hereunder

12. Grants of Rights of Drainage:

BEFORE the issue of his Final Certificate by the proper officer the Developer shall without cost to the Council execute or procure the execution by all necessary parties of such deeds as are in the opinion of the Council necessary to secure to the Council full drainage rights in respect of such parts of the surface water drainage system of the road or roads as are situate outside the limits of the road or roads and the Council shall not be liable for the payment of compensation or legal or any other costs or fees arising on account of the execution of any such deeds

13. Procedure for Inspection and Issue of Certificates:

WITHIN fourteen days of receipt of written application from the Developer for the issue of a Part 1 Certificate or Final Certificate pursuant to this Agreement and within twenty-eight days of written application from the Developer for the issue of a Part 2 Certificate pursuant to this Agreement the proper officer shall inspect the works and where necessary provide the Developer with a definitive list in writing of any remedial works required to be carried out before the issue of that Certificate Any such remedial works shall be subject to

the same inspection procedure detailed herein until such time as they shall be completed to the reasonable satisfaction of the proper officer who within twentyeight days thereafter shall issue the relevant Certificate

14. Adoption:

UPON the issue of the Final Certificate the road or roads shall become a highway or highways maintainable at the public expense

15. Inspection Fee:

- (1) Within seven days of the execution of this Agreement the Developer shall pay to the Council the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED POUNDS (£27,500.00) in respect of the costs incurred by the Council in inspecting the works being Six per cent of the estimated cost TOGETHER with the proper legal costs of the Council in connection with the preparation and completion of this Agreement and the necessary duplicates thereof
- (2) 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 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

16. Determination by the Council:

IF the Developer fails to perform or observe any of the conditions stipulations or obligations on his part contained herein or if the Developer is being wound up or if the Developer enters into a composition or scheme or arrangement (otherwise than for the purpose of amalgamation or reconstruction)

the Council may without prejudice to any of its rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 17 17A 18 and 19 hereof) by notice in writing signed by the proper officer and delivered to the Developer or sent by post to the address stated in this Agreement

17. Power to Execute Works in Default:

WITHOUT prejudice to Clauses 2 and 16 hereof if the Developer fails to execute or complete the works in accordance with the Developer's obligations hereunder the Council shall after not less than twenty-eight days notice in writing to the Developer be entitled to execute or complete the works in default by its own employees or by contract or otherwise and to recover the cost as certified by the proper officer from the Developer

17A. Defective or Dangerous Works:

UNTIL the road or roads become a highway maintainable at the public expense pursuant to this Agreement the Developer shall keep it or them and the several parts thereof in a reasonable state of repair having regard to the progress of the building works abutting on such several parts thereof and shall reinstate and make good any defects in or damage to the works which shall or may appear to arise occur or become manifest to the proper officer and the proper officer may by notice require the Developer to make good any portion of the works which he reasonably considers to be defective damaged or dangerous and require the making good or reconstruction of the same by the Developer

Without prejudice to Clauses 2 and 16 hereof if the Developer fails to reconstruct or make good the same in accordance with the requirements of the proper officer the Council shall after not less than 7 days notice in writing to the Developer (except in case of emergency) be entitled to reconstruct and make good the portion of the works which is defective damaged or dangerous by its own employees or by contractors or otherwise and to recover the cost as certified by the proper officer from the Developer

18. Surety's Obligations:

- (a) If the Developer at any time fails to perform or observe any of the conditions stipulations or obligations on his part contained in this Agreement or if the Developer is adjudged bankrupt or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of reconstruction or amalgamation) the Proper Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement (and in particular but without prejudice to the generality of this clause the rights of the Council pursuant to Clause 17A hereof) send to the Surety notice in writing (hereinafter referred to as the "default notice") -
 - (i) specifying the work (hereinafter referred to as the "default work") to be carried out in order that the works may be executed out or completed as the case may be in accordance with this Agreement and
 - (ii) containing an estimate by the Proper Officer of the cost of carrying out the default work and of the cost of maintaining the works for a period of twelve months prior to the road or roads becoming maintainable at the public expense and also a statement of the amount of the usual establishment charges of the Council

(together hereinafter referred to as the "default cost") which cost

- (1) shall not exceed the sum of FOUR HUNDRED AND FIFTY EIGHT THOUSAND POUNDS (£458,000.00) being the estimated cost
- (2) shall not exceed the sum of TWO HUNDRED AND TWENTY NINE THOUSAND POUNDS (£229,000.00) on and after the issue of the Part 1 Certificate
- (3) shall not exceed the sum of ONE HUNDRED AND FOURTEEN THOUSAND FIVE HUNDRED POUNDS (£114,500.00) on and after the issue of the Part 2 Certificate
- (b) Within twenty-eight days after the Surety has received the default notice the Surety shall -
 - (i) pay the default cost to the Council or
 - (ii) send to the Council notice in writing (hereinafter referred to as the "Surety's counter notice") of the intention of the Surety to carry out the default work
- (c) If the Surety having sent the Surety's counter notice to the Council fails to start the default work within fifty-six days after the Surety received the default notice the Surety shall forthwith pay the default cost to the Council with simple interest thereon at the rate of 5 per cent per annum above the base lending rate from time to time in force of the National Westminster Bank PLC calculated from the date on which the Surety received the default notice
- (d) If the Surety having sent the Surety's counter notice to the Council starts

the default work and the said work is not completed within four months after the Surety's counter notice was received by the Council or within such further period as may be agreed by the Council the Surety shall subject to sub-clause (e) forthwith on demand by the Proper Officer pay to the Council such sum as the Proper Officer may determine as being the cost of carrying out any default work not carried out by the Surety or the cost of maintaining the works for the period of twelve months prior to the road or roads becoming maintainable at the public expense as may be the case (or as being the cost of both) and also pay to the Council the amount determined by the Proper Officer as being the amount of the appropriate usual establishment charges of the Council

- (e) The sum payable under sub-clause (d) shall not exceed the default cost and the covenant in Clause 19(c) shall apply with respect to such sum and on the issue of the Final Certificate the Surety shall be released from all liability hereunder
- (f) For the purposes of this Agreement a demand stated to be made hereunder and signed or purportedly signed on behalf of the Council shall be conclusive as to the Surety's obligation to pay the amount demanded and there shall be no obligation or duty whatsoever on the Surety to consider the alternative set out in (ii) above

19. Council's Covenants:

THE Council HEREBY COVENANTS with the Developer and with the Surety for the benefit of all building plots fronting adjoining or abutting the road or roads and for each and every one of them:

(a) to use its best endeavours in consultation with the Surety to mitigate any

- loss or damage sustained by reason of any default by the Developer by taking such reasonable steps as the Council shall think fit
- (b) to apply all monies received from the Surety as hereinbefore mentioned towards the expenditure involved in executing or completing the works and maintaining and making good all defects for a period of twelve months after completion and the amount so received shall be deducted from any sum which would otherwise be recoverable from the owners of premises fronting the road or roads under the provisions of the Highways Act 1980 or any other Act for the time being in force replacing or amending the same
- (c) in the event of the sum paid by the Surety to the Council exceeding the cost of executing or completing the works and maintaining and making good all defects as aforesaid together with the amount of the Council's usual establishment charges to repay to the Surety within twenty-eight days after the road or roads become maintainable at the public expense the amount of such excess with interest calculated at half-yearly rests on the unexpended balance for the time being of the sum paid by the Surety to the Council at the rate of interest prevailing from time to time on monies held in a deposit account with the Council's bankers

THE Council HEREBY FURTHER COVENANTS that the final certificate will be issued in accordance with this Agreement and that the Surety will be released from all liability under this Agreement in accordance with this Agreement

20. Part or Parts:

NOTWITHSTANDING anything hereinbefore contained the Developer

may from time to time during the currency of this Agreement apply to the proper officer for his Part 1 Certificate or his Part 2 Certificate in respect of any part of the road or roads (being the whole width of the road or roads between points to be defined in the application) and if the proper officer shall be satisfied that the part so defined is in all respects suitable to be treated as a separate road for the purposes of construction and adoption in accordance with the several provisions contained in this Agreement then he shall issue a separate Part 1 Certificate or Part 2 Certificate as the case may be in respect of that part and thereafter the same proceedings may be taken in respect of the said part of the road or roads as if the said part were the subject of a separate Agreement under which the terms of this Agreement applied to the said part separately from the remainder of the road or roads but without prejudice to the application of this Agreement to the remainder of the road or roads and the liability of the Surety shall be reduced as may be agreed by the proper officer with the Developer

21. Assignment:

THIS Agreement may not be assigned by the Developer without the consent of the Council and the Surety which consents shall not be unreasonably withheld

22. Arbitration:

IN the event of any dispute arising out of this Agreement the same shall be referred to a sole arbitrator to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and in this respect this Agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Acts 1950 to 1979 or any statutory re-enactment or modification thereof

23. Refund of Advance Payments Code Deposits:

THE Council shall pursuant to its powers under sub-section (3) of Section 221 of the Highways Act 1980 refund to the Developer as soon as may be after the date of this Agreement the sum or sums deposited with the Council under Section 219 of the Highways Act 1980 in respect of buildings to be built on the road or roads together with interest thereon from the date of deposit to the date of repayment at the rate prescribed in sub-section (3) of Section 225 of the Highways Act 1980

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

THE SCHEDULE

Part 1

1. All highway drainage

24

- 2. All other drainage contained within the highway
- All kerb foundations and where appropriate kerbs including lowering at vehicle crossings and pram-ramps
- 4. Carriageway sub-base road base and any supporting structures thereto
- 5. Carriageway base course surfacing where appropriate
- 6. Demarcation of sight lines and clearance of vision splays
- 7. Footpaths to formation level

Part 2

- 8. All outstanding kerbing not completed in Part 1
- 9. Pedestrian ways

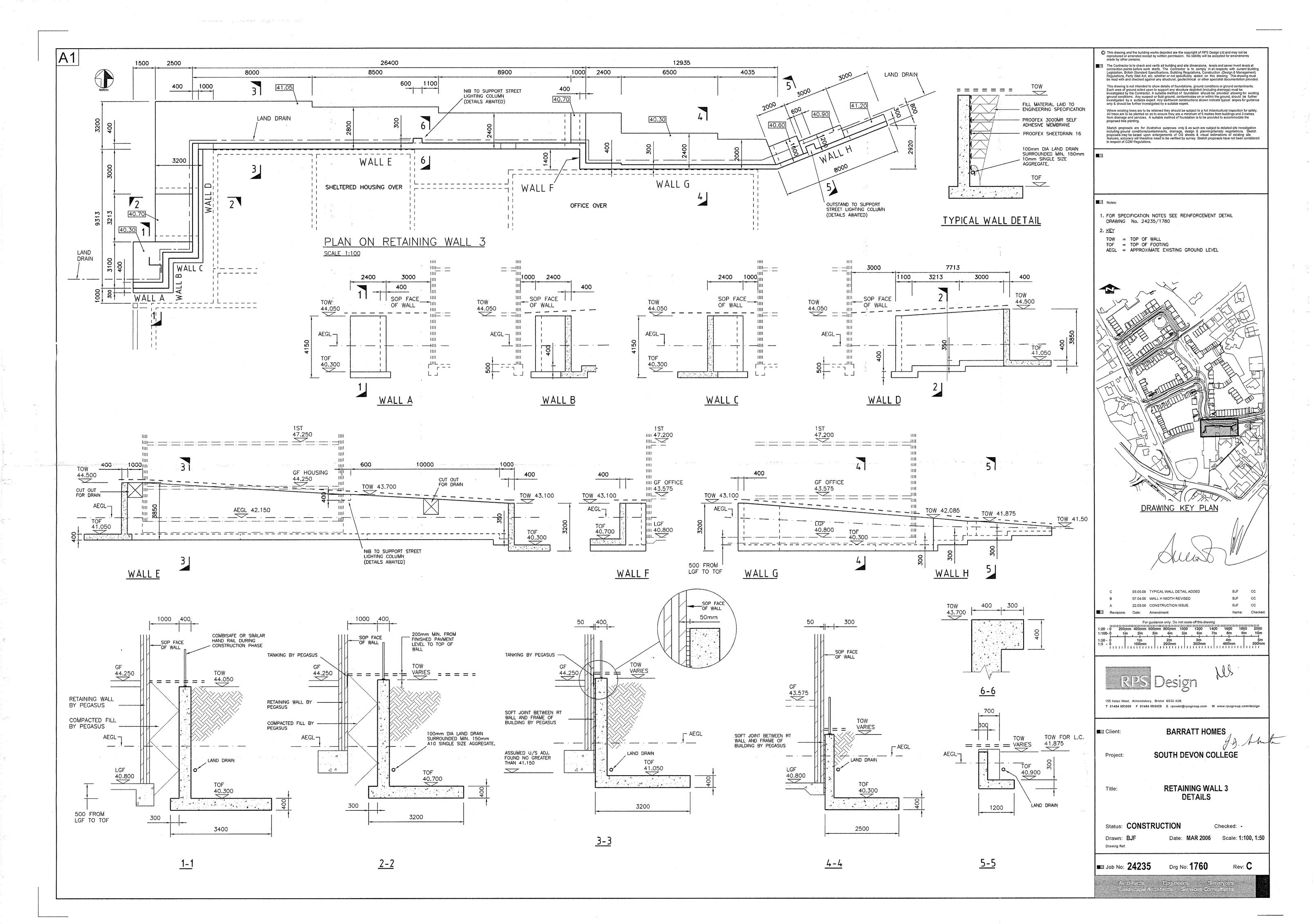
- 10. Carriageway wearing course and/or carriageway base course
- 11. Vision splays and verges
- 12. Street lighting and street furniture
- 13. Street name plates
- 14. Road markings
- 15. All other works described in the Specification and shown in the Drawings

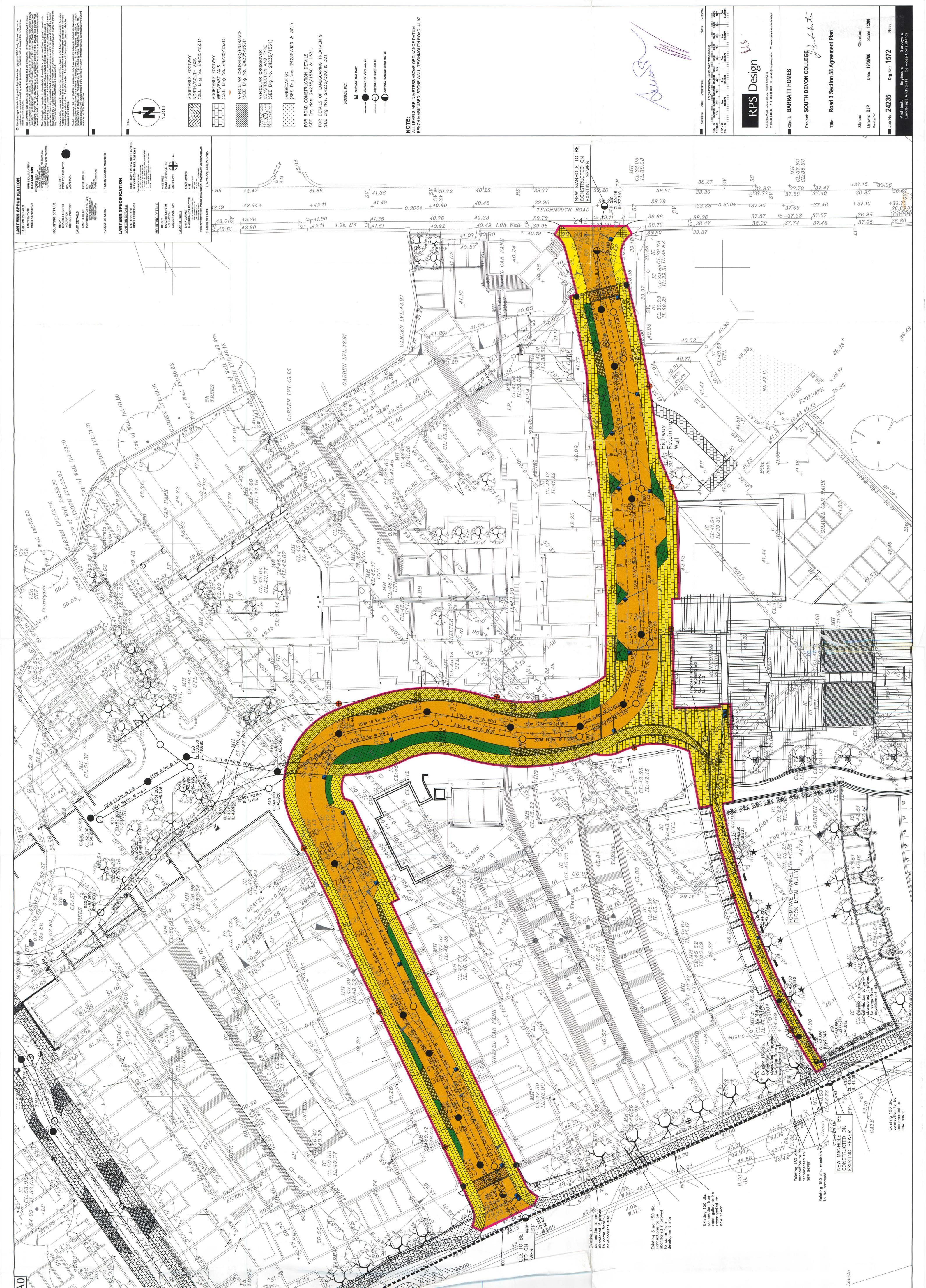
IN WITNESS whereof the parties hereto have caused their respective Common Seals to be affixed to this Deed the day and year first before

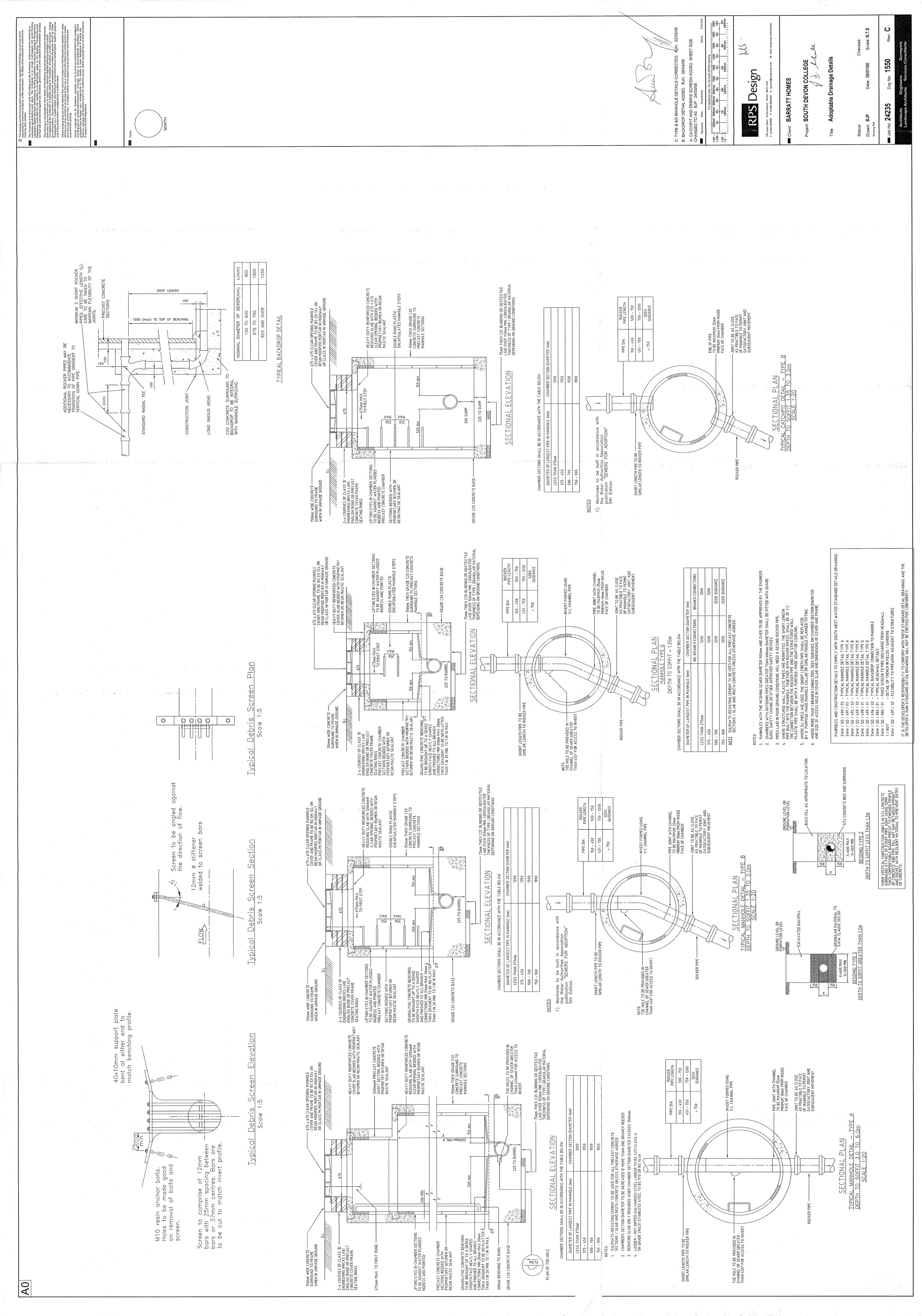
EXECUTED as a Deed by affixing

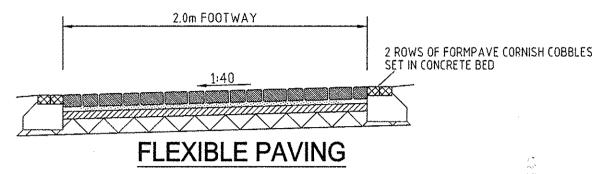
THE COMMON SEAL of THE SURETY

in the presence of:-



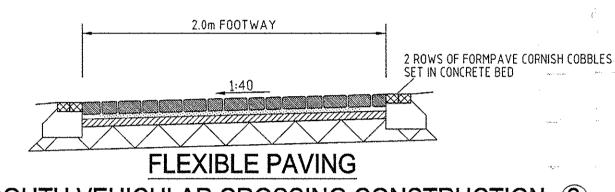






NORTH - SOUTH FOOTWAY CONSTRUCTION

SEE TABLE FOR CONSTRUCTION DETAILS



NORTH - SOUTH VEHICULAR CROSSING CONSTRUCTION -2

SEE TABLE FOR CONSTRUCTION DETAILS

SUB-BASE THICKNESS (mm) 400 - SUB-BASE (mm) 40

FLEXIBLE PAVING

WEST - EAST FOOTWAY CONSTRUCTION

Pedestrian Crossing Detail

NB: Tactile paving required at all pedestrian crossing points

BACK EDGING DROPPED 75mm ACROSS LENGTH OF TAPER FOR 2 M FOOTWAYS AND 50mm FOR 3 M CYCLEWAYS.

FLEXIBLE FOOTWAY/VEHICULAR CROSSING CONSTRUCTION

LAYER	SPECIFICATION	THICKNESS (mm)	SPECIFICATION	THICKNESS (mm)
	FOOTWAY	indexensis	VEHICULAR CROSSING	
SURFACE COURSE	MARSHALLS TEGULA CONCRETE SETTS (120 GUAGE – 60mm THICK) ALL SIZES, RANDOM PATTERN, ALIGNED WITH KERB COLOUR – PENNANT GREY	60mm	MARSHALLS TEGULA CONCRETE SETTS (120 GUAGE – 80mm THICK) ALL SIZES, RANDOM PATTERN, ALIGNED WITH KERB COLOUR – PENNANT GREY	80mm
BINDER COURSE	SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997 (SEE BEDDING NOTE)	25mm ± 5mm	SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997 (SEE BEDDING NOTE)	25mm ± 5mm
SUB BASE	DTP TYPE 1 GRANULAR MATERIAL.	100mm	DTP TYPE 1 GRANULAR MATERIAL.	150mm

FLEXIBLE FOOTWAY/VEHICULAR CROSSING CONSTRUCTION

2.0m FOOTWAY

SEE TABLE FOR CONSTRUCTION DETAILS

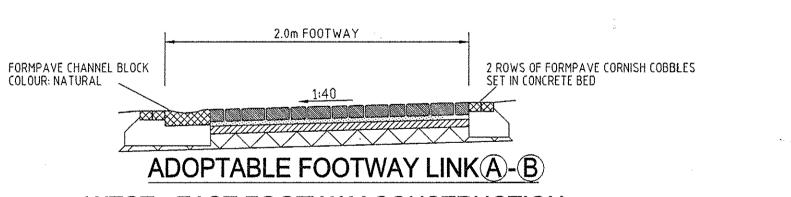
2.0m FOOTWAY

FLEXIBLE PAVING

WEST - EAST VEHICULAR CROSSING CONSTRUCTION -1

SEE TABLE FOR CONSTRUCTION DETAILS

LAYER	SPECIFICATION	THICKNESS (mm)	SPECIFICATION	THICKNESS (mm	
	FOOTWAY	-	~ VEHICULAR CROSSING		
SURFACE COURSE	MARSHALLS TEGULA CONCRETE SETTS (120 GUAGE - 60mm THICK) ALL SIZES, RANDOM PATTERN, ALIGNED WITH KERB COLOUR - RED/CHARCOAL MULTI	60mm	MARSHALLS TEGULA CONCRETE SETTS (120 GUAGE – 80mm THICK) ALL SIZES, RANDOM PATTERN, ALIGNED WITH KERB COLOUR – RED/CHARCOAL MULTI	80mm	
BINDER COURSE	SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997 (SEE BEDDING NOTE)	25mm ± 5mm	SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997 (SEE BEDDING NOTE)	25mm ± 5mm	
SUB BASE	DTP TYPE 1 GRANULAR MATERIAL.	100mm	DTP TYPE 1 GRANULAR MATERIAL.	150mm	

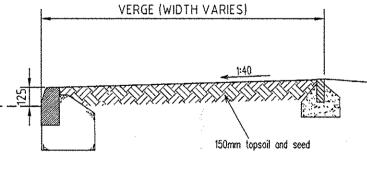


WEST - EAST FOOTWAY CONSTRUCTION

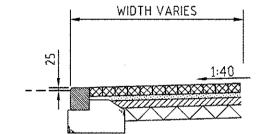
SEE TABLE FOR CONSTRUCTION DETAILS

FLEXIBLE FOOTWAY/VEHICULAR CROSSING CONSTRUCTION

LAYER	SPECIFICATION	THICKNESS (mm)	
	FOOTWAY		
SURFACE COURSE	MARSHALLS TEGULA CONCRETE SETTS (120 GUAGE - 60mm THICK) ALL SIZES, RANDOM PATTERN, ALIGNED WITH KERB COLOUR - RED/CHARCOAL MULTI	60mm	
BINDER COURSE	SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997 (SEE BEDDING NOTE)	25mm ± 5mm	
SUB BASE	DTP TYPE 1 GRANULAR MATERIAL.	100mm	



VERGE CONSTRUCTION



VEHICULAR CROSSING AND ENTRANCE DETAIL -3

SEE TABLE FOR CONSTRUCTION DETAILS

BEDDING SAND FOR PAVING FLAGS AND BLOCKS

Bedding (or laying) sand should be naturally occurring silica sand, free of deleterious salts and contaminants with particles of a rounded or sub-rounded shape and comply with the grading required in the table below. Sand to be supplied from Drinkwater Sabey Quarry, Dorset, or other approved quarry source.

GRADING REQUIREMENTS FOR BEDDING SAND

ieve Im to mm	10	6.3	5	2.36	1.18	600	300	150	75
ercentage by mass assing Sieve	1	100	90-100	75-100	55-90	35-70	8-35	0-10	0-5

VEHICULAR CROSSING AND ENTRANCE DETAIL CONSTRUCTION

SPECIFICATION	THICKNESS (mm)
VEHICULAR CROSSING	
FORMPAVE CORNISH COBBLE (100 x 100mm – 80mm THICK) BUSH HAMMERED FINISH	80mm
SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997 (SEE BEDDING NOTE)	25mm ± 5mm
DTP TYPE 1 GRANULAR MATERIAL.	150mm

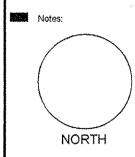
This drawing and the building works depicted are the copyright of RPS Design Ltd and may not be reproduced or amended except by written permission. No liability will be accepted for amendments made by other persons.

The Contractor is to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The Contractor is to comply in all respects with current Building Legislation, British Standard Specifications, Building Regulations, Construction (Design & Management) Regulations, Party Wall Act, etc. whether or not specifically stated on this drawing. This drawing must be read with and checked against any structural, geotechnical or other specialist documentation provided.

This drawing is not intended to show details of foundations, ground conditions or ground contaminants. Each area of ground relied upon to support any structure depicted (including drainage) must be investigated by the Contractor. A suitable method of foundation should be provided allowing for existing ground conditions. Any suspect or fluid ground, contaminates on or within the ground, should be further investigated by a suitable expert. Any earthwork constructions shown indicate typical slopes for guidance only & should be further investigated by a suitable expert.

Where existing trees are to be retained they should be subject to a full Arboricultural inspection for safety. All trees are to be planted so as to ensure they are a minimum of 5 metres from buildings and 3 metres from drainage and services. A suitable method of foundation is to be provided to accommodate the proposed tree planting.

Sketch proposals are for illustrative purposes only & as such are subject to detailed site investigation including ground conditions/contaminants, drainage, design & planning/density negotiations. Sketch proposals may be based upon enlargements of OS sheets & visual estimations of existing site features, accuracy will therefore need to be verified by survey. Sketch proposals have not been considered in respect of CDM Regulations.



For further details and locations of footway/verge treatments, see landscape drawings 24235/300 & 301.

E: FOOTWAY SURFACING CHANGED TO MARSHALLS. BJP. 07/04/06
E: AMENDED IN ACCORDANCE WITH TORBAY COUNCILS
E: COMMENTS OF 14/02/06. SAND BEDDING NOTES AND TACTILE
E: ROSSING DETAIL ADDED. FOOTWAY SURFACING CHANGED TO

A: PRELIMINARY STATUS REMOVED. DETAILS STANDARDISED



CHARCON WOBURN. BJP. 21/02/06

WITH LANDSCAPE PROPOSALS/ BJP. 23/01/06

155 Aztec West, Almondsbury, Bristol 8S32 4UB
T 01454 853000 F 01454 858029 E rpswbl@rpsgroup.com W www.rpsgroup.com/design

Client: BARRATT HOMES

Project: SOUTH DEVON COLLEGE

J.J. Ahr

Title: Road 3 Construction Details
Footway Construction Details

Status:

Checked:

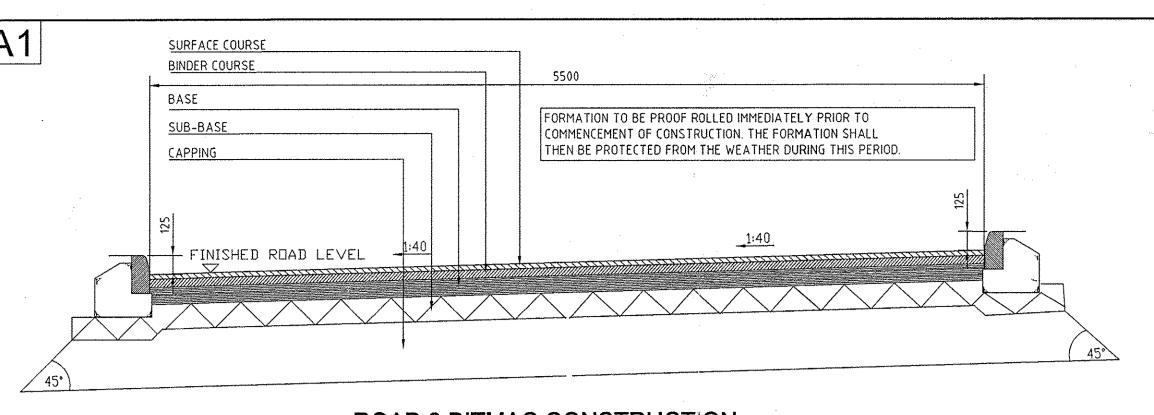
Rev: C

Drawn: BJP
Drawing Ref:

Date: 05/01/06 Scale: 1:25

Job No: **24235** Drg No:

Architects Engineers Surveyors
Landscape Architects Services Consultants



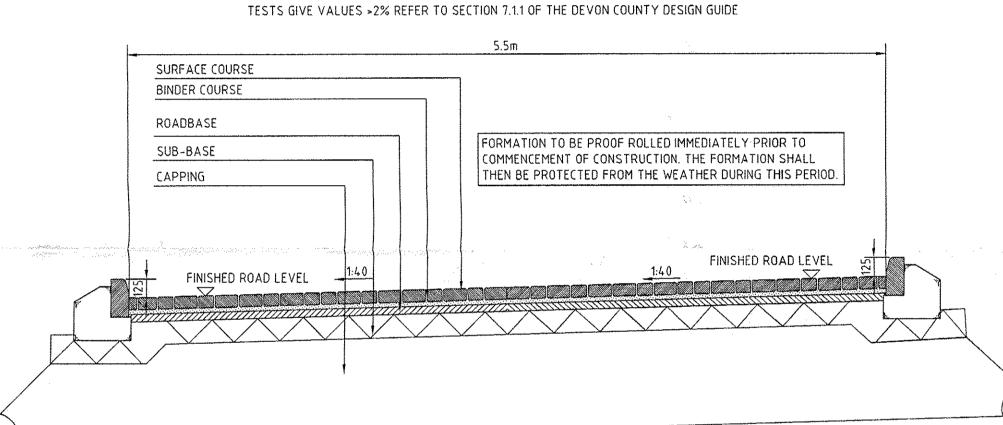
ROAD 3 BITMAC CONSTRUCTION

SEE TABLE FOR CONSTRUCTION DETAILS
SCALE 1:25

FLEXIBLE CARRIAGEWAY CONSTRUCTION

LAYER	SPECIFICATION	THICKNESS (mm
SURFACE COURSE	STONE MASTIC ASPHALT COMPLYING WITH GENERAL REQUIREMENTS OF BS 4987 PART 1 2001 FOR COATED MACADAM, 10mm NOM SIZE AGG, 50 PEN BINDER, PSV 65	ੂੰ 30mm
BINDER COURSE	DENSE BASE COURSE MACADAM, 20mm NOMINAL SIZE AGGREGATE TO BS 4987 PART 1 CLAUSE 6.5, 50 PEN BINDER	50mm
BASE	DENSE BITUMEN MACADAM ROADBASE 28mm NOMINAL SIZE AGGREGATE TO BS 4987 PART 1 CLAUSE 5.2, 50 PEN BINDER	. 85mm
SUB BASE	DTP TYPE 1 GRANULAR MATERIAL.	150mm ×
CAPPING	CAPPING MATERIAL (GRANULAR MATERIAL IN ACCORDANCE WITH CLAUSE 613 OF DTP SPECIFICATION	600mm ×

*THE ABOVE DESIGN APPLIES WHERE THE FORMATION CBR < 2% INSITU CBR TEST TO BE CARRIED OUT BY THE CONTRACTOR AT MINIMUM 100m INTERVALS AND RESULTS REPORTED TO THE ENGINEER WHERE CBR



ROAD 3 BLOCK PAVED CONSTRUCTION

SEE TABLE FOR CONSTRUCTION DETAILS SCALE 1:25

BLOCK PAVED ROAD CONSTRUCTION

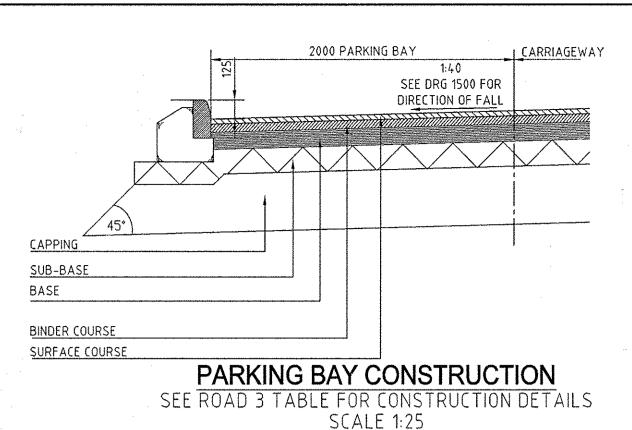
LAYER	SPECIFICATION	THICKNESS (mm)
SURFACE COURSE	MARSHALLS KEYBLOK (200×100×80) HERRINGBONE PATTERN AT 45° TO KERBLINE LAID IN ACCORDANCE WITH BS 7533 PART 3 : 1997. COLOUR - GREY (1)	80mm
BINDER COURSE	SHARP SAND BEDDING COURSE LAID IN ACCORDANCE WITH BS 7533 PART 3: 1997 (REFER TO DCC SPECIFICATION – 11.8.5) (SEE BEDDING NOTE)	25mm ± 5mm
BASE (ROADBASE)	DENSE BITUMEN MACADAM ROADBASE 20mm NOMINAL SIZE AGGREGATE TO BS 4987 PART 1 CLAUSE 5.2 (TO BE PUNCTURED AT INTERVALS AS AGREED WITH THE HIGHWAYS INSPECTOR)	50mm
SUB BASE	DTP TYPE 1 GRANULAR MATERIAL.	150mm ×
CAPPING	CAPPING MATERIAL (TYPE 6F2 IN ACCORDANCE WITH CLAUSE 613 OF DTP SPECIFICATION)	600mm ×

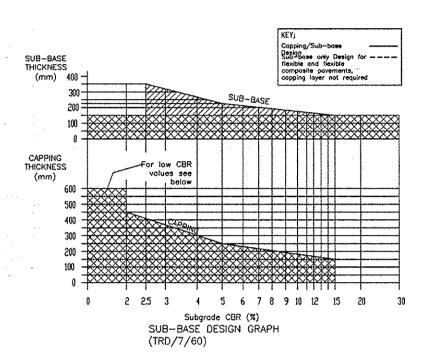
× THE ABOVE DESIGN APPLIES WHERE THE FORMATION CBR < 2% INSITU CBR TEST TO BE CARRIED OUT BY THE CONTRACTOR AT MINIMUM 25m INTERVALS AND RESULTS REPORTED TO THE ENGINEER WHERE CBR TESTS GIVE VALUES >2% REFER TO SECTION 7.1.1 OF THE DEVON COUNTY DESIGN GUIDE

(1) COLOUR - CHARCOAL AT 2M WIDE PEDESTRIAN CROSSING POSITION FORMED WITHIN 'RAISED' TABLE AT SITE ENTRANCE.

FILL SPECIFICATION

	SPECIFICATION
FILL MATERIAL	SELECTED GRANULAR FILL TYPE 6F2 COMPACTED IN ACCORDANCE WITH METHOD 6 TABLE 6/4
PREPARATION OF SUB BASE	EXISTING TOPSOIL MATERIALS SHALL, ACCEPT WHERE IT IS TO BE LEFT IN PLACE, BE STRIPPED FROM ALL AREAS OF FILL.
TESTING	FIELD DENSITY TESTS IN ACCORDANCE WITH BS 1337 PART 9 TO BE CARRIED OUT AT A RATE OF 1 TEST PER 100m ² PER LAYER OF FILL MATERIAL



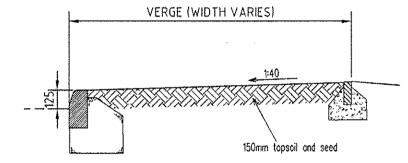


BEDDING SAND FOR PAVING FLAGS AND BLOCKS

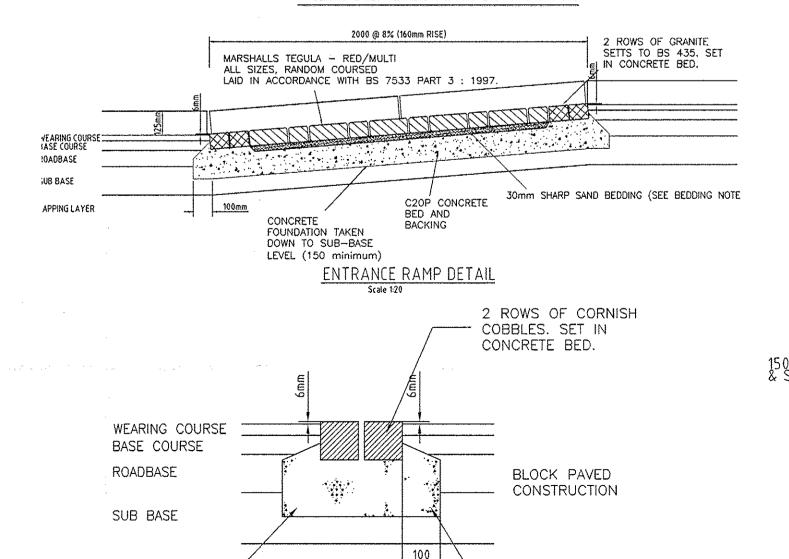
Bedding (or laying) sand should be naturally occurring silica sand, free of deleterious salts and contaminants with particles of a rounded or sub-rounded shape and comply with the grading required in the table below. Sand to be supplied from Drinkwater Sabey Quarry, Dorset, or other approved quarry source.

GRADING REQUIREMENTS FOR BEDDING SAND

	Sieve Mm to mm	10	6.3	5	2.36	1.18	600	300	150	75
[Percentage by mass Passing Sieve	1	100	90-100	75-100	55-90	35-70	8-35	0-10	0-5
	VERGE (WIDTH VARIES)									



VERGE CONSTRUCTION



GRANITE SETT DETAIL

Scale 1:10

C20P CONCRETE

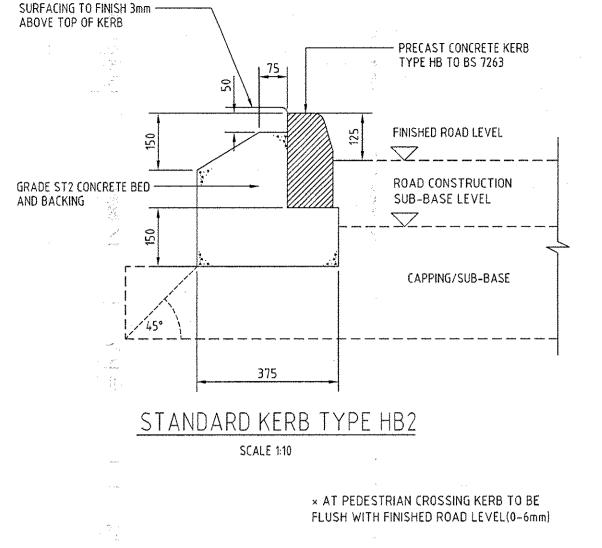
BED AND

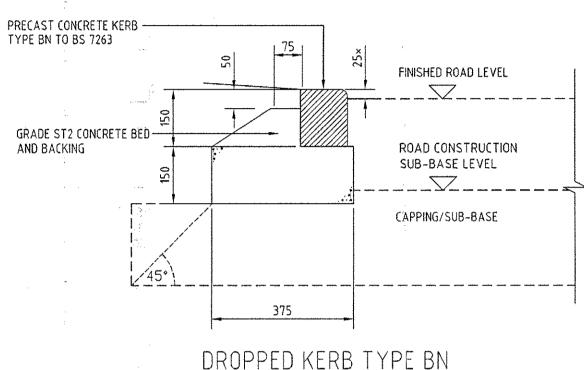
BACKING

CAPPING LAYER

(150 minimum)

CONCRETE FOUNDATION TAKEN DOWN TO SUB-BASE LEVEL



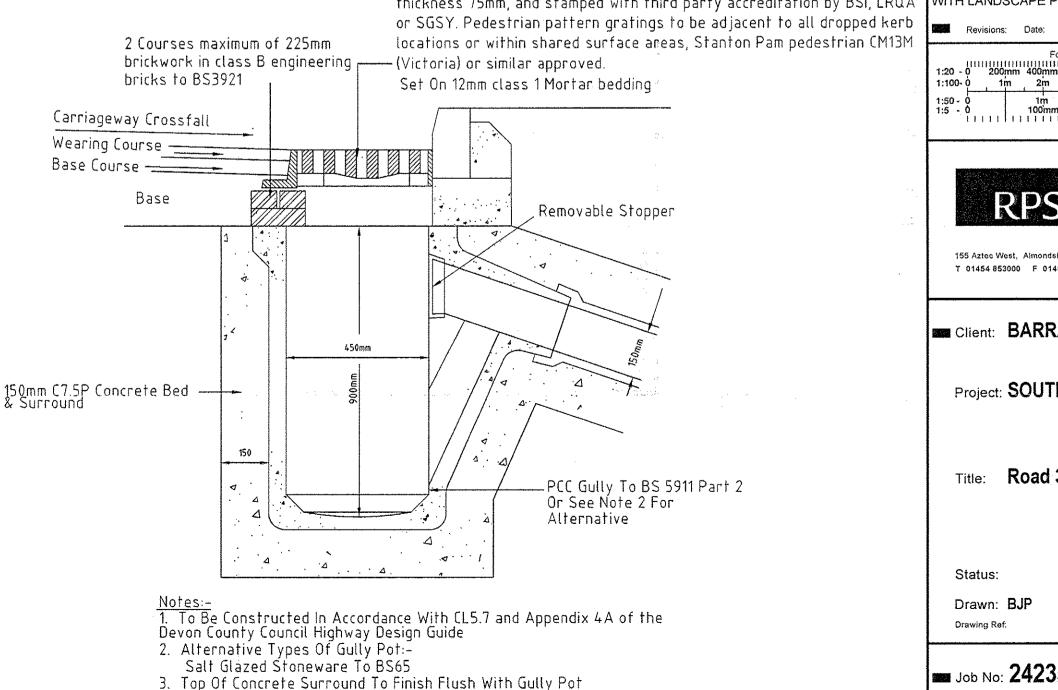


SCALE 1:10

FOOTWAY CONSTRUCTION — 50 x 150mm PRECAST -CONCRETE EDGING TO BS7263 SET 10mm ABOVE FINISH OF FOOTWAY GRADE ST2 CONCRETE BED -AND BACKING

Gully gratings to be left captive hinged to class C250 BS EN124 min thickness 75mm, and stamped with third party accreditation by BSI, LRQA WITH LANDSCAPE PROPOSALS/ BJP. 23/01/06

FOOTWAY EDGING TYPE EF

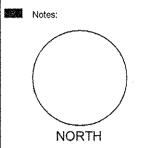


3. Top Of Concrete Surround To Finish Flush With Gully Pot

TYPICAL GULLY DETAIL

Scale: NTS

© This drawing and the building works depicted are the copyright of RPS Design Ltd and may not be reproduced or amended except by written permission. No liability will be accepted for amendments made by other persons. The Contractor is to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The Contractor is to comply in all respects with current Building Legislation, British Standard Specifications, Building Regulations, Construction (Design & Management) Regulations, Party Wall Act, etc. whether or not specifically stated on this drawing. This drawing must be read with and checked against any structural, geotechnical or other specialist documentation provided. This drawing is not intended to show details of foundations, ground conditions or ground contaminants This drawing is not intended to show details of houndarions, ground conditions or ground containtaints. Each area of ground relied upon to support any structure depicted (including drainage) must be investigated by the Contractor. A suitable method of foundation should be provided allowing for existing ground conditions. Any suspect or fluid ground, contaminates on or within the ground, should be further investigated by a suitable expert. Any earthwork constructions shown indicate typical slopes for guidance only & should be further investigated by a suitable expert. Where existing trees are to be retained they should be subject to a full Arboricultural inspection for safety. All trees are to be planted so as to ensure they are a minimum of 5 metres from buildings and 3 metres from drainage and services. A suitable method of foundation is to be provided to accommodate the Sketch proposals are for illustrative purposes only & as such are subject to detailed site investigation including ground conditions/contaminants, drainage, design & planning/density negotiations. Sketch proposals may be based upon enlargements of OS sheets & visual estimations of existing site features, accuracy will therefore need to be verified by survey. Sketch proposals have not been considered in respect of CDM Regulations.



For further details and locations of footway/verge treatments, see landscape drawings 24235/300 & 301.

ENTRANCE RAMP DETAIL AMENDED. BJP. 07/04/06 : AMENDED IN ACCORDANCE WITH TORBAY COUNCILS COMMENTS OF 14/02/06. SAND BEDDING AND FILL SPECIFICATION NOTES ADDED. ENTRANCE RAMP DETAIL AMENDED. BJP. 21/02/06 A: PRELIMINARY STATUS REMOVED. DETAILS STANDARDISED

For guidance only. Do not scale off this drawing



155 Aztec West, Almondsbury, Bristol BS32 4UB T 01454 853000 F 01454 858029 E rpswbl@rpsgroup.com W www.rpsgroup.com/design

Client: BARRATT HOMES

Project: SOUTH DEVON COLLEGE

Title: Road 3 Construction Details

Status:

Drawn: BJP

Checked: Date: 05/01/06 Scale: As Shown

Engineers Surveyors

Job No: **24235**

Landscape Architects Services Consultants

