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DATED

25 MARCH

2014

**THE COUNCIL OF THE
BOROUGH OF TORBAY**

- and -

LINDEN SOUTH WEST LIMITED

- and -

THE NATIONAL HOUSE-BUILDING COUNCIL

AGREEMENT

Under Sections 38 and 278 of the Highways Act 1980
and Section 33 of the Local Government
(Miscellaneous Provisions) Act 1982
relating to development at
The Former Gas Works Site at
Torbay Road, Hollicombe, Torquay
in the Borough of Torbay

AN AGREEMENT made the 25th day of MARCH 2014
BETWEEN

THE COUNCIL OF THE BOROUGH OF TORBAY of the Town Hall Castle Circus Torquay
TQ1 3DR ("the Council") (1)

LINDEN SOUTH WEST LIMITED a company registered in England and Wales under
Company Number 02714200 and whose registered office is at Cowley Business Park,
Cowley Uxbridge, Middlesex UB8 2AL ("the Developer") (2) and

NATIONAL HOUSE BUILDING COUNCIL registered in England and Wales as a company
limited by guarantee under company number 320784 and whose registered office at NHBC
House, Davy Avenue, Knowhill, Milton Keynes MK5 8FP ("the Surety") (3)

WHEREAS :

- (1) The Council is the Local Highway Authority.
- (2) The Council is requiring that the Developer execute certain works upon the public highway as hereinafter described and the Council is satisfied that those highway works will be of benefit to the public.
- (3) The Developer is the estate owner in fee simple absolute in possession free from encumbrances of the land at Torquay Road, Paignton and registered under Title Numbers DN443056 and DN552058 and which is shown for the purpose of identification only by red edging on the title plan of the above titles annexed hereto which includes the site of the proposed road or roads shown edged by a broken red line on drawing number 12.409/300 Revision D 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 public expense.
- (4) The Developer has requested that when the Works 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.

N O W in pursuance of Sections 38 and 278 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:

1. INTERPRETATION:

IN this Agreement where the context so admits:

1.1 the "Certificate of Completion" means the Certificate to be issued on satisfactory completion of the Highway Works in accordance with Clause 12 hereof;

1.2 The "Drawings" mean the drawing numbered 12.409/300 Revision D annexed hereto and the section and other drawings numbered:-

- 12.409/301 Revision B
- 12.409/302 Revision C
- 12.409/303 Revision D
- 12.409/304 Revision A
- 12.409/305 Revision A
- 12.409/306 Revision A
- 12.409/307 Revision A
- 12.409/308 Revision A
- 12.409/309 Revision E

and any amended such drawing signed by or on behalf of the Proper Officer;

1.3 the "Final Certificate" means the Certificate to be issued on satisfactory completion of the maintenance period for the Works or the Highway Works in accordance with Clause 15 hereof;

1.4 the "Highways Works" means the works to be executed upon the public highway within the area shown edged red on drawing 12.409/300 Revision D and described in Part 3 of the Schedule;

1.5 the "Part 1 Certificate" means the Certificate to be issued on satisfactory completion of the Part 1 Works in accordance with Clause 9 hereof;

- 1.6 the "Part 1 Works" means the works referred to in Part 1 of the Schedule hereto
- 1.7 the "Part 2 Certificate" means the Certificate to be issued on satisfactory completion of the Part 2 Works in accordance with Clause 11 hereof;
- 1.8 the "Part 2 Works" means the works referred to in Part 2 of the Schedule hereto
- 1.9 the "Programme of Works" means that referred to in clause 3(a);
- 1.10 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;
- 1.11 the "Road or Roads" unless otherwise required means the carriageways and footways of the road or roads referred to in this Agreement including any off site highway drainage shown on the 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;
- 1.12 the "Specification" means the Highways in Residential and Commercial Estates Design Guide dated January 1996 (as amended) produced by Devon County Council and the Design Guide Exception Report dated April 2003 produced by the Council;
- 1.13 the "Statutory Undertaker" means a "Statutory Undertaker" as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications PLC;
- 1.14 the "Traffic Manager" means the officer appointed by the Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004;
- 1.15 the "Works" means the works specified in Parts 1 and 2 of the Schedule hereto for the making up of the Road or Roads shown within the area adjoining the Highway Works and shown edged by a broken red line; and
- 1.16 the "Off-Site" Works means the works described in Part 4 of the Schedule hereto on land owned by the Council

2. DEVELOPER'S LIABILITY:

- (a) **SUBJECT** to the terms, conditions, agreements and undertakings contained in this Agreement the Developer shall carry out and complete the Works and the Highway 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 and in accordance with permits and approvals granted by the Council or any other statutory or public authorities and (except as may be otherwise provided in this Agreement) shall complete the Highway Works, the Off-Site Works and the Works by 14 June 2014.

- (b) the Council may at the discretion of the Proper Officer grant to the Developer an extension of the period referred to in clause 2(a) for the completion of the Works and Highway Works PROVIDED that such extension is requested in writing by the Developer and PROVIDED ALSO
- (i) 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
 - (ii) the Developer and the Proper Officer shall review the estimated cost of the Works and the Highway Works and such revised estimated cost shall be deemed to be the Default Cost for the purposes of clause 22 and the Developer shall if required by the Proper Officer in writing deposit with the Council the amount required to increase the Bond to a sum equivalent to such agreed estimated cost
- (c) Should the Works not be completed within the time set out in clause 2(a) hereof (or such extended time as may be agreed pursuant to clause 2(b) hereof then the Developer agrees to pay to the Council such sum as would be payable under regulation 9(1) of the Street Works (Charges for Unreasonably Prolonged Occupation of the Highway) (England) Regulations 2009 on the basis that:
- (i) the duration of the Works have exceeded the period set out in clause 74(1)(a) of the New Roads and Street Works Act 1991, and
 - (ii) the time for the completion of the Works set out in clause 2(a) hereof is agreed by the parties hereto to be a reasonable period for

the purposes of clause 74(1)(b) of the New Roads and Street Works Act 1991

3. LICENCE TO UNDERTAKE HIGHWAY WORKS AND OFF-SITE WORKS

The Council as the Local Highway Authority in respect of the Highway Works and as freehold owner in respect of the Off-Site Works hereby grants to the Developer and its servants agents or any contractor of the Developer with all necessary plant and equipment a licence to enter upon the public highway and its land at Hollicombe Park so far as it is necessary for the purposes of executing the Highway Works (including breaking open the surface of the public highway) and the Off-Site Works and inspecting replacing and maintaining the same

3A. HIGHWAY WORKS

THE Developer covenants with the Council that the Developer will at its own expense in relation to the Highway Works observe and perform to the satisfaction of the Council the following requirements obligations and conditions or any of them outstanding at the date of this Agreement and will immediately do any act or thing required by the Council to remedy any breach of those requirements obligations and conditions:-

- (a) Not to commence any part of the Highway Works before a Programme of Works and a method of carrying out the Highway Works shall have been approved by the Proper Officer such approval not to be unreasonably withheld;
- (b) Secure at its own expense any necessary approvals required from any Statutory Undertakers emergency services and other public authorities and utilities and comply with all requirements of these;
- (c) execute the Highway Works and works associated therewith expeditiously causing no unnecessary nuisance to the public;
- (d) employ a suitably qualified Supervisor to oversee the construction of the Highway Works and to act as liaison between the Contractor and the Council;
- (e) employ a contractor or contractors to carry out the Highway Works who shall be approved by the Proper Officer (such approval not to be unreasonably withheld or delayed) and that all the covenants conditions and obligations contained in

this agreement relating to the method of working shall be included in any agreement between the Developer and its contractor and it shall not depart from it without the approval of the Council and the said contractor or contractors shall at all times during the progress of the Highway Works maintain a public liability insurance policy with a member of the Association of British Insurers for at least £5,000,000.

- (f) comply in all respects with the provisions of the New Roads and Street Works Act 1991

4. **OBLIGATIONS TO BE IMPOSED ON CONTRACTOR**

THE Developer covenants to include in the conditions of contract of the contractors (or any sub contractors) engaged to carry out the Highway Works the following clauses:-

- (a) The Programme of Works and method of carrying out the Highway Works shall be approved by the Proper Officer and the contractor shall in all cases submit written notice of its intended Programme of Works and any width restrictions or occupation of the public highway to the Proper Officer for his approval in writing at least four weeks in advance of the proposed commencement of those works and the approved Programme of Works and method shall be followed at all times;
- (b) All work on the public highway shall be restricted to dates and times agreed in writing by the Proper Officer in order to minimise delay to vehicular traffic;
- (c) All operations on or affecting the public highway shall be carried out so to have full regard for the safety of the public and to provide and maintain such precautionary works and signs as may be required by the Proper Officer as to avoid risk of danger to both pedestrians and vehicular traffic and (except as may be previously agreed in writing by the Proper Officer) to avoid any interference with the free movement of pedestrians and vehicular traffic;
- (d) The contractor shall in accordance with the agreed Programme of Works be allowed to take possession of so much of the public highway land as may be agreed in writing by the Proper Officer for the carrying out of the Highway Works;

- (e) Where in the opinion of the Proper Officer work affecting the public highway causes excessive traffic congestion the contractor shall immediately suspend that work and remove any plant or equipment that create such restrictions to traffic flows;
- (f) 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 Highway Works.
- (g) The Proper Officer may require the contractor to agree to variations to any previously agreed Programme of Works in the event of excessive traffic congestion resulting from it and the contractor will take all steps to comply with any such request;
- (h) The contractor will comply with the Department of Transport's Specification for Road and Bridgeworks (100 General Series) and shall include the following additional clauses to that specification:-
 - (i) The traffic signs road markings lamps barriers and traffic control signals shall be in accordance with the requirements of the Traffic Signs Regulations and General Directions current at the date of execution of the work Traffic control signals shall be operated in the vehicle actuated mode unless otherwise agreed by the Proper Officer;
 - (ii) Traffic cones and cylinders shall comply with the requirements of BS 873 Part 8 Category A Designation 1;
 - (iii) The contractor shall construct temporary diversion ways wherever he proposes to interfere with the existing public or private roads or other ways over which there is a public or private right of way for any traffic;
 - (iv) The standard of construction and lighting shall be suitable in all respects for the appropriate class of road and the width of any diversion shall not (unless otherwise agreed with the Proper Officer such agreement not to be

unreasonably withheld) be less than that of the existing way The standard of construction shall conform to the requirements of the Council;

- (v) Temporary white lining is to be provided to all such diversions and laid in accordance with the requirements of the Traffic Signs Regulations and General Directions or otherwise as instructed by the Proper Officer;
- (vi) Roads accesses and rights of way which are being used by construction traffic shall at all times be kept clean and clear so far as possible of dirt mud and material dropped from vehicles or from tyres arising from such use The contractor shall provide maintain and use suitable equipment for this purpose;
- (vii) The contractor shall at all times ensure that all highway drains affected by its works shall be kept clear of any spoil mud slurry or other material likely to impede the free flow of water in them;
- (viii) The contractor shall provide the Proper Officer with the name and telephone number of a person and his deputy who can be contacted at any time during the day and night and who will be in a position to put into immediate effect any measures considered necessary by the Proper Officer to ensure the safety of the public.

5. PROGRAMME OF WORKS

The Programme of Works shall include details of:-

- (a) The sequence in which each phase of the Highway Works including temporary highway works or temporary access arrangements shall be undertaken;
- (b) The period of time within which each phase of work shall be completed;
- (c) Temporary traffic and pedestrian arrangements during the construction of the development of the adjoining land including the means and positions of vehicular and pedestrian access to the development;
- (d) Such additional plans and details as may be required by the Council to describe each phase of work.

6. DECLARATION:

THE Developer hereby declares and warrants to the Council that

- (a) it 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.
- (b) it has obtained all necessary planning consents and the approval of the Proper Officer to the specification plans and Drawings of the Works (such approval not to be unreasonably withheld or delayed)

7. STATUTORY UNDERTAKERS - CONNECTIONS TO EXISTING SERVICES:

THE Developer shall

- (a) at its own cost and expense advise all Statutory Undertakers who may or do have apparatus or any part of their services affected by the Works or Highway Works
- (b) 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 or Highway Works
- (c) 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 48 of the New Roads and Street Works Act 1991 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.

8. ACCESS TO THE WORKS / HIGHWAY WORKS / OFF-SITE WORKS & INSPECTION:

- (a) **THE** Developer shall not cover up any part of the Works, the Off-Site Works or the Highway Works without the approval of the Proper Officer 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

- (b) THE Developer shall during the carrying out of the Works, the Off-Site Works and the Highway Works give and allow the Proper Officer and any other officer of the Council access to every part of the Works, the Off-Site Works and the Highway Works and the respective sites thereof for the purpose of inspecting the same and all materials used or intended to be used therein and the Developer shall if requested open up for inspection any portion of the Works or (as the case may be) the Off-Site Works and/or the Highway Works which may be covered up and should the Developer decline to comply with such a request the Council may itself open up the Works or (as the case may be) the Off-Site Works and/or the Highway Works and in the event of any such portion of the same being found (in the reasonable opinion of the Council) to be defective the cost of such opening shall be recoverable from the Developer;
- (c) If any inspection carried out under sub-clause (b) of this clause reveals defects in the Works, the Off-Site Works and/or or the Highway Works the Developer shall carry out remedial works to the satisfaction of the Council;
- (d) The Council will inspect any remedial works carried out under sub-clause (c) of this clause within five working days of a written request from the Developer to do so;
- (e) Following any inspection under sub-clause (d) of this clause the Council shall within five working days of its inspection notify the Developer in writing of its satisfaction with the remedial works PROVIDED THAT in the event of the remedial works being unsatisfactory this process may be repeated as many times as necessary until the defective works have been remedied to the satisfaction of the Council;

- (f) Upon practical completion of the Works, the Off-Site Works and the Highway Works the Developer shall in each case notify the Council in writing of their completion and within fourteen days of receipt of such notice the Council shall carry out a final inspection of the Works or (as the case may be), the Off-Site Works and the Highway Works;
- (g) In the event of the final inspection revealing any defect or defects in the Works or (as the case may be) , the Off-Site Works and/or the Highway Works the provisions of sub-clause (e) of this clause shall apply as if they related to a final inspection.

9. PART 1 CERTIFICATE:

ON 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.

10. OCCUPATION OF BUILDINGS:

NO dwelling erected fronting adjoining or abutting onto 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 company for an electricity supply thereto by giving at least six weeks' prior notice in writing or as may otherwise be agreed in writing by the Proper Officer.

11. PART 2 CERTIFICATE:

ON completion of the Part 2 Works for the Road or Roads to the satisfaction of the Proper Officer in all respects and subject to the prior issue of a Certificate of Completion of the Highway Works and to all dwellings fronting or which are proposed shall front the Road or Roads having been constructed to roof level 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 ("the 1991 Act") has been certified as being or having been on maintenance or has been the subject of a declaration made by the relevant Water Authority pursuant to Section 102 of the 1991 Act issue his Part 2 Certificate to the Developer and from the date thereof:-

- (a) the maintenance period of twelve calendar months for the Works 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 49(4) of the New Roads and Street Works Act 1991 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.

12. COMPLETION OF HIGHWAY AND OFF-SITE WORKS

SUBJECT to

- (a) completion of the Highway Works to the satisfaction of the Proper Officer in all respects
- (b) the completion of the Off-Site Works and
- (c) the Developer having at its own cost deposited a quantity of granite paving (of identical specification to that used to construct the Works and Highway Works) at the Council's store at Claylands, Brixham Road, Paignton equal to 5% of the quantity used to construct the Works and Highway Works

The Proper Officer shall issue the certificate of completion and from the date thereof the maintenance period of twelve months for the Highway Works shall commence to run.

13. OBLIGATIONS DURING THE MAINTENANCE PERIOD FOR THE WORKS:

DURING the Maintenance Period for the Works:

- (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.

14. OBLIGATIONS DURING THE MAINTENANCE PERIOD FOR THE HIGHWAY WORKS & , THE OFF-SITE WORKS

DURING the Maintenance Period for the Highway Works the Developer shall maintain the Highway Works and the Off-Site Works and for the purposes of this clause and for the avoidance of doubt the Developer shall not have any obligations in respect of cyclic maintenance such as sweeping cleansing and provision of street lighting and other functions normally performed by the Council in respect of highways maintained at public expense.

15. FINAL CERTIFICATE FOR THE WORKS, THE OFF-SITE WORKS AND THE HIGHWAY WORKS

PRIOR to the expiration of the respective maintenance periods for the Works, the Highway Works and the Off-Site Works 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 respective maintenance periods (including in the case of the Works any defect in or any damage to the road surface water drainage system) of which he has been notified in writing by the Proper Officer so that the Works or (as the case may be) the Off-Site Works and the Highway 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 (in the case of the Works) delivered to the Proper Officer drawings showing the works as constructed

the Proper Officer shall issue his Final Certificate to the Developer in respect of the Works or (as the case may be) the Highway Works and the Off-Site Works.

16. GRANTS OF RIGHTS OF DRAINAGE:

BEFORE the issue of his Final Certificate in respect of the Works 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.

17. ADOPTION:

UPON the issue of the Final Certificate in respect of the Works the Road or Roads shall become a highway or highways maintainable at the public expense.

18. INSPECTION FEE:

- (1) **WITHIN** seven days of the execution of this Agreement the Developer shall pay to the Council the sum of FOURTEEN THOUSAND FOUR HUNDRED POUNDS pounds (£14,400.00) in respect of the costs incurred by the Council in inspecting the Works and the Highway Works.
- (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.

19. 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 a receiving order in bankruptcy is made against him 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 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 20, 20A and 22 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.

20. POWER TO EXECUTE WORKS IN DEFAULT:

WITHOUT prejudice to Clauses 2 and 19 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

21. POWER TO EXECUTE HIGHWAY WORKS IN DEFAULT

IF the Developer fails to execute the Works or the Highway Works in accordance with any previously agreed Programme of Works (unless prevented from doing so by matters beyond the control of the Developer when the period for completion of the Highway Works or the relevant part of them shall be extended by such reasonable period as shall be appropriate to the circumstances of delay) or if work shall (without the prior agreement of the Council) cease for more than one month or if the Developer shall go into voluntary or compulsory liquidation or if interim works are required in the interests of public safety then the Council may under Sections 278 and 296 of the Highways Act 1980 and after service of notice carry out any works it deems necessary in order to meet the requirements of this agreement (if necessary entering onto the

adjoining land for the purpose) and may then recover the reasonable and proper cost of those works from the Developer who shall reimburse the Council on demand.

21A. 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 19 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 seven 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.

22. 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 21A 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 and or Off-Site Works may be executed, carried 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 the carrying out of the Default Work and 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 TWO HUNDRED AND FORTY THOUSAND POUNDS (£240,000.00) being the estimated cost;
 - (2) shall not exceed the sum of TWENTY FOUR THOUSAND POUNDS (£24,000.00) on and after the issue of the Part 1 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 four per cent per annum above the prevailing base rate from time to time of Barclays 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 of the 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 22(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 obligations to pay the amount demanded and there shall be no obligation or duty whatsoever on the surety to consider the alternative set out in (b) (ii) above.

23. COUNCIL'S COVENANTS:

THE Council **HEREBY COVENANTS** with the Developer and the Surety for the benefit of all building plots fronting and adjoining or abutting the Road or Roads and for each and every one of them to use reasonable endeavours 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.

24. ASSIGNMENT:

THIS Agreement may not be assigned by the Developer without the consent of the Council which consents shall not be unreasonably withheld provided that the Council may require bonding as a condition of such an assignment.

25. 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 Act 1996 or any statutory re-enactment or modification thereof

26. 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.

27. INDEMNITY

THE Developer shall indemnify and keep indemnified the Council against any actions costs claims demands expenses and proceedings arising out of the undertaking of any of the Works, the Off-Site Works and/or the Highway Works which are due to any acts or defaults of the Developer or its contractor whether directly or indirectly during the

course of their construction or during the ensuing maintenance period other than those arising out of or in consequence of any act neglect default or liability of the Council and without prejudice to the generality of the above:-

- (a) all claims pursuant to section 10 of the Compulsory Purchase Act 1965 and all claims and liabilities under the Land Compensation Act 1973 (or any statutory modification or re-enactment of either statute) arising from the carrying out or the use of the Works, the Off-Site Works and the Highway Works and prior to the commencement of the Works, the Off-Site Works and the Highway Works shall carry out such surveys as may be necessary to define the levels of physical factors as specified in the said Acts;
- (b) all reasonable and proper costs and expenses incurred by the Council relating to sub-clause 27(a) including legal surveyors and other costs and expenses of the Council or their agents or contractors in dealing with settling and disposing of such claims

28. DEFECTIVE DESIGN

IF during the execution of the Works, the Off-Site Works or the Highway Works any defect error or omission shall be found either in any approved plans specifications details and drawings or in any survey undertaken by or on behalf of the Developer or the highway shall be found to be unsuitable for the Highway Works all defects errors omissions alterations modifications remedial works or wants of repair or making good shall be undertaken at the sole expense of the Developer

29. CONSENTS AND APPROVALS

WHERE under this agreement the consent or approval of any party is required that consent or approval shall not be unreasonably withheld or delayed.

30. NOTICE

ANY notice required to be served under this agreement shall be in writing and shall be validly served if delivered to the relevant party or if sent by registered or recorded delivery post (and by fax in the case of emergency) as set out below:

- (a) in the case of the Council to Highways and Engineering Department, Town Hall, Torquay TQ1 3DR'
- (b) in the case if the Developer or the surety at the address shown in this Agreement.

31. SUPPLEMENTAL DRAWINGS ETC

All subsequent drawings specifications licences agreements letters and documents relating to any matter contained or referred to in this agreement shall be signed by or on behalf of the parties to this agreement as appropriate and shall be deemed to be supplemental to this agreement and the stipulations and conditions contained in this agreement shall apply to all such drawings specifications licences agreements letters and documents as if the same were incorporated in and formed part of this agreement unless the parties specifically agree otherwise.

32. COSTS

On completion of this Agreement the Developer shall pay the Council's reasonable costs in connection with the preparation and completion of this agreement.

33. TRAFFIC ORDERS

By entering into this Agreement the Council does not warrant or guarantee that any Traffic Orders as referred to on the Drawings will be made or confirmed.

34. STAMP DUTY LAND TAX

The Developer shall indemnify the Council against all Stamp Duty Land Tax which may be payable pursuant to this Agreement.

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

THE SCHEDULE

Part 1

1. All highway drainage
2. All other drainage contained within the highway
3. 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. Footways 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 Drawing

PART 3

The Highway Works

The works necessary on those parts of the Land which are public highway to construct the Road or Roads as set out in the Programme of Works and as shown on the Drawing in accordance with the terms of this Agreement to the reasonable satisfaction of the Proper Officer.

PART 4

The Off-Site Works

The works necessary on those parts of the land which is owned by the Council at Hollicombe Park including works to the boundary wall to the park, the provision of railings, the laying out of slabbing, the planting of palm trees and works to the central islands and all other works as shown on the Drawing in accordance with the terms of this Agreement to the reasonable satisfaction of the Proper Officer.

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.



Ref No - HMF 001

Issue 6

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
Roebuck House 4th Floor
Abbey Road
Torquay

TQ2 5TF. E-Mail - Streetworks@torbay.gov.uk Tele. (01803) 207740 Fax. (01803) 207639

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

Road Name :

Section / Location of Works :
Town :

Start Date : Completion Date :

Timing of Closure : From : hrs To : hrs All Day : []

Reason For Closure :

Closure : Full [] Lane [] Give Direction :

Contact Name : Organisation :

Telephone Number - Day Time : 24 Hour :

Contact Address :

Other Information :

Fax Number : E-Mail Address : Signing

Schedule Required : Yes : [] No : []

DECLARATION

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
	Over 5 working days (with traffic order)	£631.60

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 :**

Street Works Co-ordinator : _____



Ref No - HMF 002

Issue 2

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 : _____



TITLE NUMBER

DN443056

TORBAY



ORDNANCE SURVEY MAP REFERENCE:

SIERRA

SCALE 1:1250

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LR

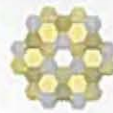
ORDNANCE SURVEY MAP REF:
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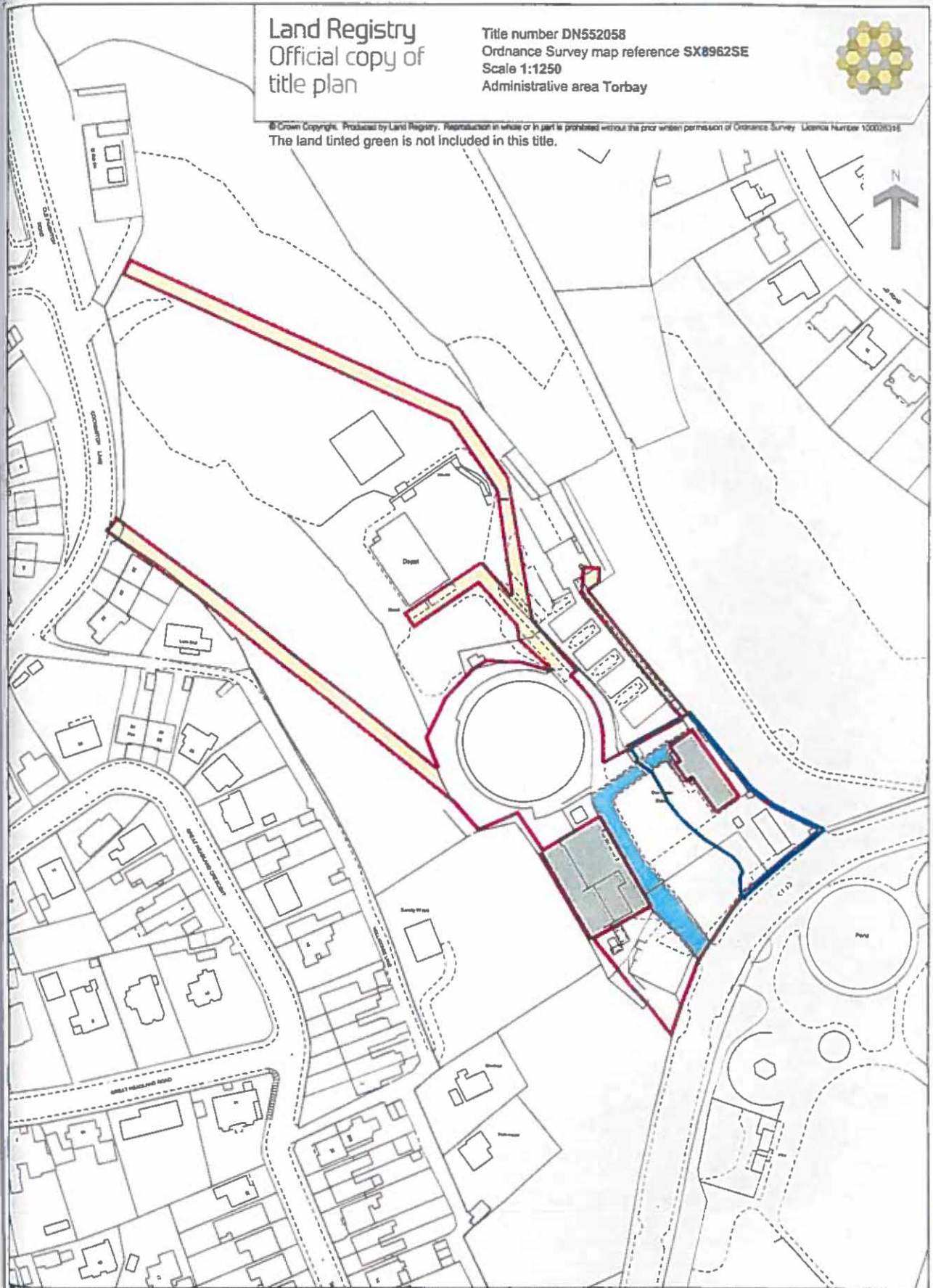
Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans

Land Registry
Official copy of
title plan

Title number DN552058
Ordnance Survey map reference SX8962SE
Scale 1:1250
Administrative area Torbay



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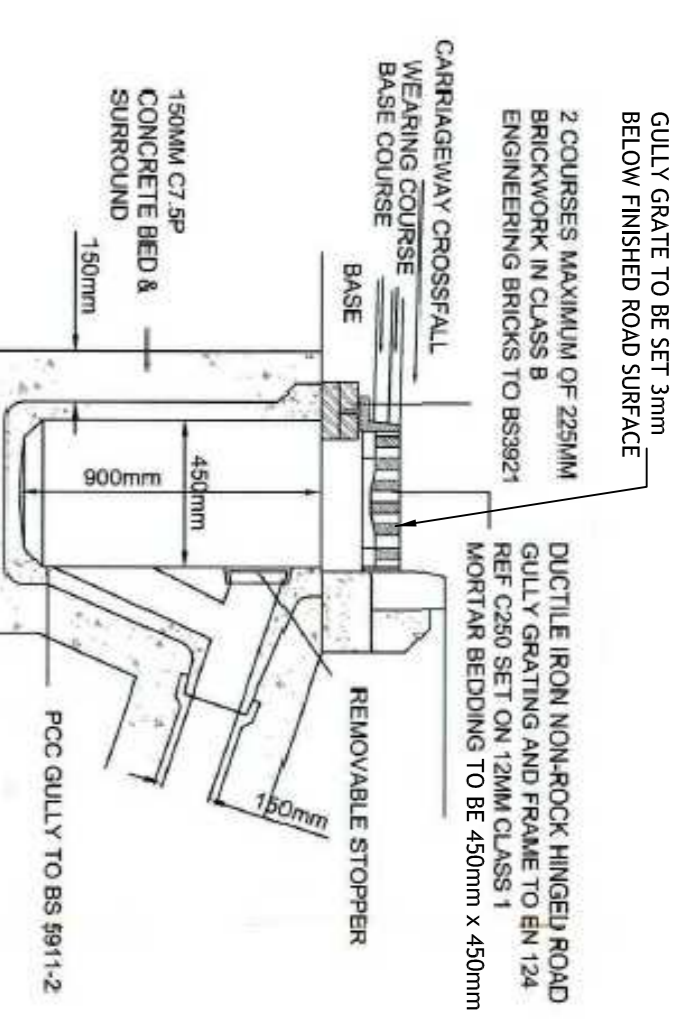
This official copy issued on 4 August 2007 shows the state of this title plan on 4 August 2007 at 12:54:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - Title Plans.

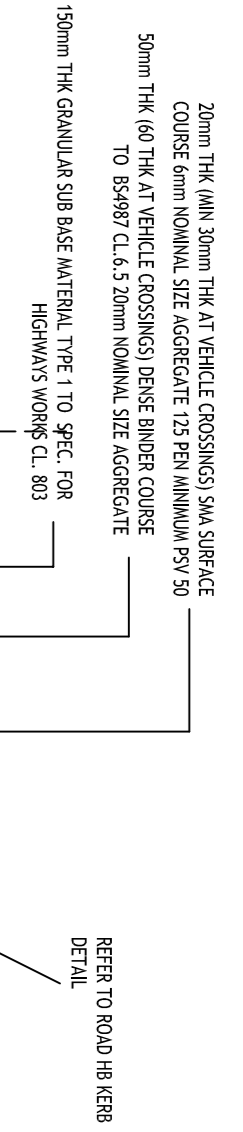
This title is dealt with by Land Registry, Plymouth Office.

NOTES

- All Works are to be constructed in accordance with Devon County Council's Residential Estates Design Guide and the Highways Agency's Specification for Highway Works (SHW) March 1998 as amended & published by The Stationary Office
- The Contractor shall arrange for any testing to ascertain the CBV of the subgrade and shall provide the Engineer with a copy of the report. In order to determine the required sub-base thickness in areas of full construction.
- Prior to laying any material the subgrade must be inspected and any soft spots removed and filled with Type 1 material to SHW Clause 803
- Use of this drawing does not absolve the client from his responsibilities under the Health and Safety: The Construction (Design and Management) Regulations 1994. The Planning Supervisor is required to contact TWP Engineers prior to permitting this drawing to be used in connection with any construction works.
- This drawing is to be read in conjunction with all other relevant drawings, documents and specifications.
- Street lighting, illuminated traffic signs, bollards and associated works shall comply Torbay Council's Specification for Street Lighting
- The works on site may affect Statutory Undertakers apparatus, and the Contractor is required to verify the location and depth of all such apparatus prior to commencement of work and to take any precautions necessary when working in the vicinity of apparatus.
- Drainage trenches within traffic areas and footways or in areas to be adopted shall be backfilled using Granular Type 1 material upto the road formation level



NOTE: ALL COVERS AND IRONWORK TO HAVE A MINIMUM SRV OF 45. THE CONTRACTOR IS TO SEEK PRIOR APPROVAL FROM THE HIGHWAY ENGINEER FOR THE SUPPLIER/MANUFACTURER TO BE USED



SECTION A - A

20mm LEAN 30mm THICK AT VEHICLE CROSSING SW SURFACE COURSE 6mm NOMINAL SIZE AGGREGATE 125 PER MINIMUM PSY 50

150mm THK AT VEHICLE CROSSING FBKG BINDER COURSE TO BS497 CL 5.5 20mm NOMINAL SIZE AGGREGATE

150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

REFERS TO ROAD KERB DETAIL

125mm KERB FACE

3mm THE ROAD 'C/T' CLEVERLY SURFACING AGGREGATE TO BE GRANITE, COLOR TO BE GREEN

20mm THK 40mm THK AT VEHICLE CROSSING SW SURFACE COURSE 6mm NOMINAL SIZE AGGREGATE 125 PER MINIMUM PSY 50

30mm THK 40 AT VEHICLE CROSSING BINDER BINDER COURSE TO BS497 CL 5.5 20mm NOMINAL SIZE AGGREGATE

150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

30mm THE STONE AGGREGATE SURFACE COURSE TO CL 7/464 10mm NOMINAL SIZE AGGREGATE BINDER COURSE TO BE 50 PER CENT NATURAL LATER AGGREGATION TO BE 50 PER CENT OF THE TOTAL MASS

CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

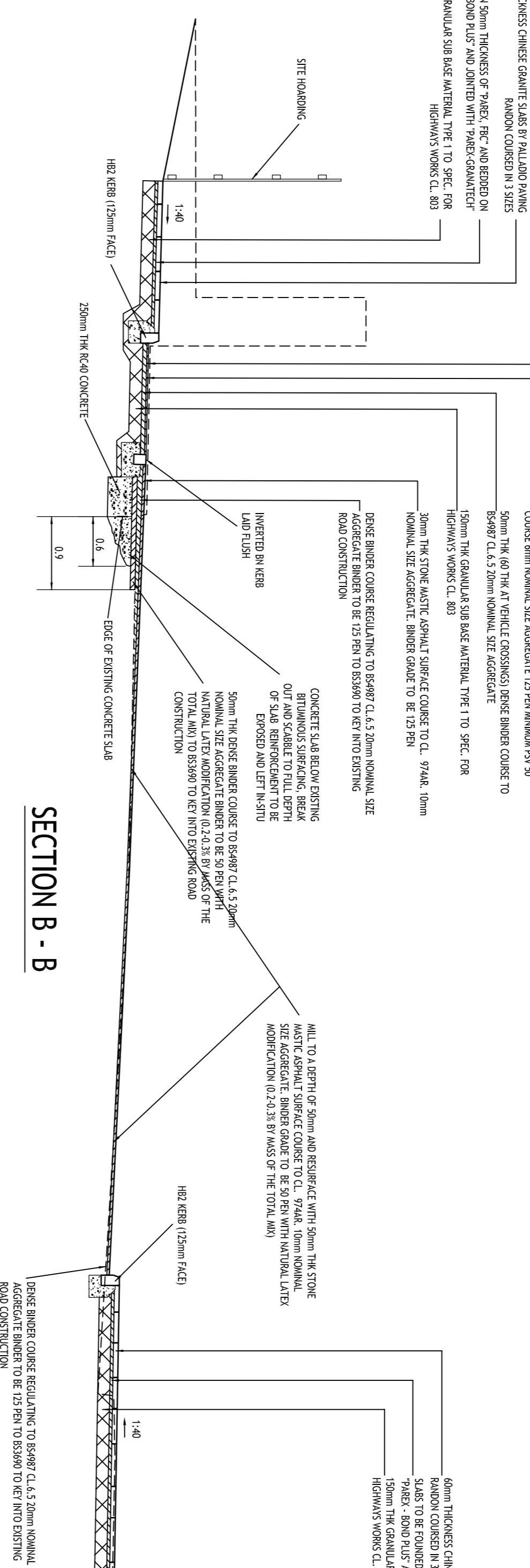
CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

30mm THE STONE AGGREGATE SURFACE COURSE TO CL 7/464 10mm NOMINAL SIZE AGGREGATE BINDER COURSE TO BE 50 PER CENT NATURAL LATER AGGREGATION TO BE 50 PER CENT OF THE TOTAL MASS

REFERS TO ROAD KERB DETAIL

125mm KERB FACE

ALL EXISTING FOOTWAY CONSTRUCTION THAT REMAINS IN SITU TO BE INSPECTED FOR SUITABILITY PRIOR TO USING AS A FOUNDATION FOR TORBAY COUNCIL HIGHWAY ENGINEER



SECTION B - B

60mm THICKNESS GRANITE SLABS BY FALLING PLANK RANDOM COURSED IN 3 SIZES

SLABS TO BE FOUND ON 50mm THICKNESS OF PAVER, REC AND BEDDED ON PAVER - SLOPE PLUS AND JOINED WITH PAVER-GRADE-AT-150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

30mm THE ROAD 'C/T' CLEVERLY SURFACING AGGREGATE TO BE GRANITE, COLOR TO BE GREEN

20mm THK 40mm THK AT VEHICLE CROSSING SW SURFACE COURSE 6mm NOMINAL SIZE AGGREGATE 125 PER MINIMUM PSY 50

30mm THK 40 AT VEHICLE CROSSING BINDER BINDER COURSE TO BS497 CL 5.5 20mm NOMINAL SIZE AGGREGATE

150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

30mm THE STONE AGGREGATE SURFACE COURSE TO CL 7/464 10mm NOMINAL SIZE AGGREGATE BINDER COURSE TO BE 50 PER CENT NATURAL LATER AGGREGATION TO BE 50 PER CENT OF THE TOTAL MASS

CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

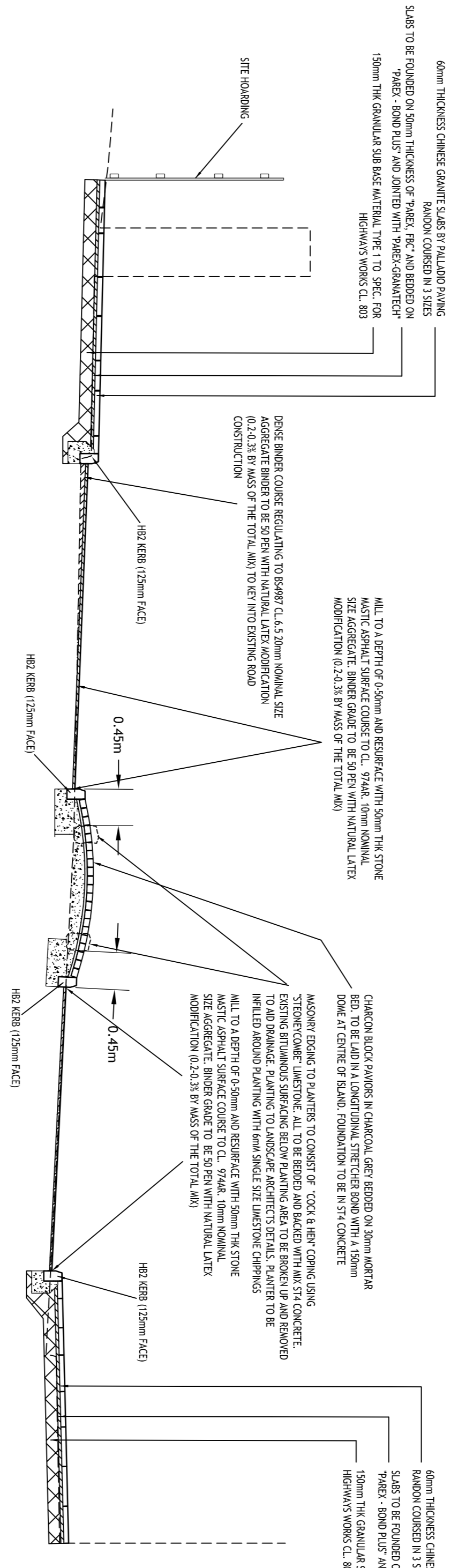
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REFERS TO ROAD KERB DETAIL

125mm KERB FACE

ALL EXISTING FOOTWAY CONSTRUCTION THAT REMAINS IN SITU TO BE INSPECTED FOR SUITABILITY PRIOR TO USING AS A FOUNDATION FOR TORBAY COUNCIL HIGHWAY ENGINEER



SECTION C - C

60mm THICKNESS GRANITE SLABS BY FALLING PLANK RANDOM COURSED IN 3 SIZES

SLABS TO BE FOUND ON 50mm THICKNESS OF PAVER, REC AND BEDDED ON PAVER - SLOPE PLUS AND JOINED WITH PAVER-GRADE-AT-150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

3mm THE ROAD 'C/T' CLEVERLY SURFACING AGGREGATE TO BE GRANITE, COLOR TO BE GREEN

20mm THK 40mm THK AT VEHICLE CROSSING SW SURFACE COURSE 6mm NOMINAL SIZE AGGREGATE 125 PER MINIMUM PSY 50

30mm THK 40 AT VEHICLE CROSSING BINDER BINDER COURSE TO BS497 CL 5.5 20mm NOMINAL SIZE AGGREGATE

150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

30mm THE STONE AGGREGATE SURFACE COURSE TO CL 7/464 10mm NOMINAL SIZE AGGREGATE BINDER COURSE TO BE 50 PER CENT NATURAL LATER AGGREGATION TO BE 50 PER CENT OF THE TOTAL MASS

CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

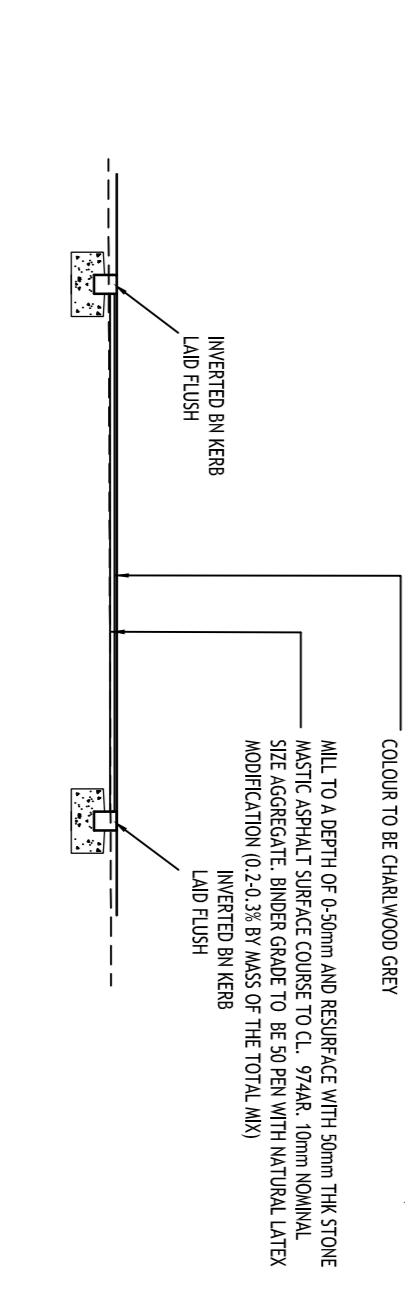
CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

30mm THE STONE AGGREGATE SURFACE COURSE TO CL 7/464 10mm NOMINAL SIZE AGGREGATE BINDER COURSE TO BE 50 PER CENT NATURAL LATER AGGREGATION TO BE 50 PER CENT OF THE TOTAL MASS

REFERS TO ROAD KERB DETAIL

125mm KERB FACE

ALL EXISTING FOOTWAY CONSTRUCTION THAT REMAINS IN SITU TO BE INSPECTED FOR SUITABILITY PRIOR TO USING AS A FOUNDATION FOR TORBAY COUNCIL HIGHWAY ENGINEER



SECTION D - D

60mm THICKNESS GRANITE SLABS BY FALLING PLANK RANDOM COURSED IN 3 SIZES

SLABS TO BE FOUND ON 50mm THICKNESS OF PAVER, REC AND BEDDED ON PAVER - SLOPE PLUS AND JOINED WITH PAVER-GRADE-AT-150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

3mm THE ROAD 'C/T' CLEVERLY SURFACING AGGREGATE TO BE GRANITE, COLOR TO BE GREEN

20mm THK 40mm THK AT VEHICLE CROSSING SW SURFACE COURSE 6mm NOMINAL SIZE AGGREGATE 125 PER MINIMUM PSY 50

30mm THK 40 AT VEHICLE CROSSING BINDER BINDER COURSE TO BS497 CL 5.5 20mm NOMINAL SIZE AGGREGATE

150mm THK GRANULAR SUB BASE MATERIAL TYPE 1 TO SPEC FOR HIGHWAYS WORKS CL 803

30mm THE STONE AGGREGATE SURFACE COURSE TO CL 7/464 10mm NOMINAL SIZE AGGREGATE BINDER COURSE TO BE 50 PER CENT NATURAL LATER AGGREGATION TO BE 50 PER CENT OF THE TOTAL MASS

CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

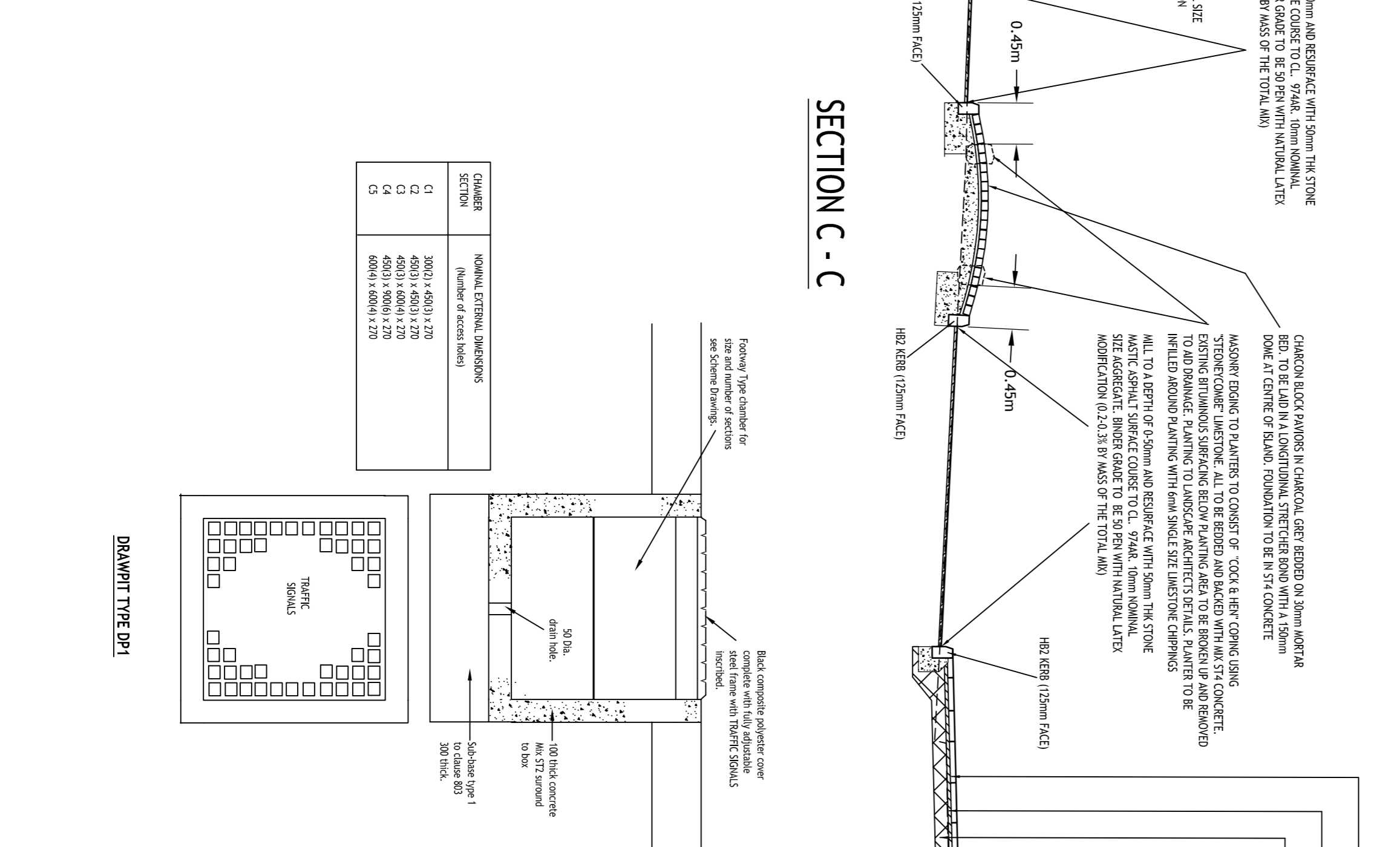
CONCRETE SUB BELOW EXISTING PAVED SURFACE TO BE EXPOSED AND LEFT IN SITU

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REFERS TO ROAD KERB DETAIL

125mm KERB FACE

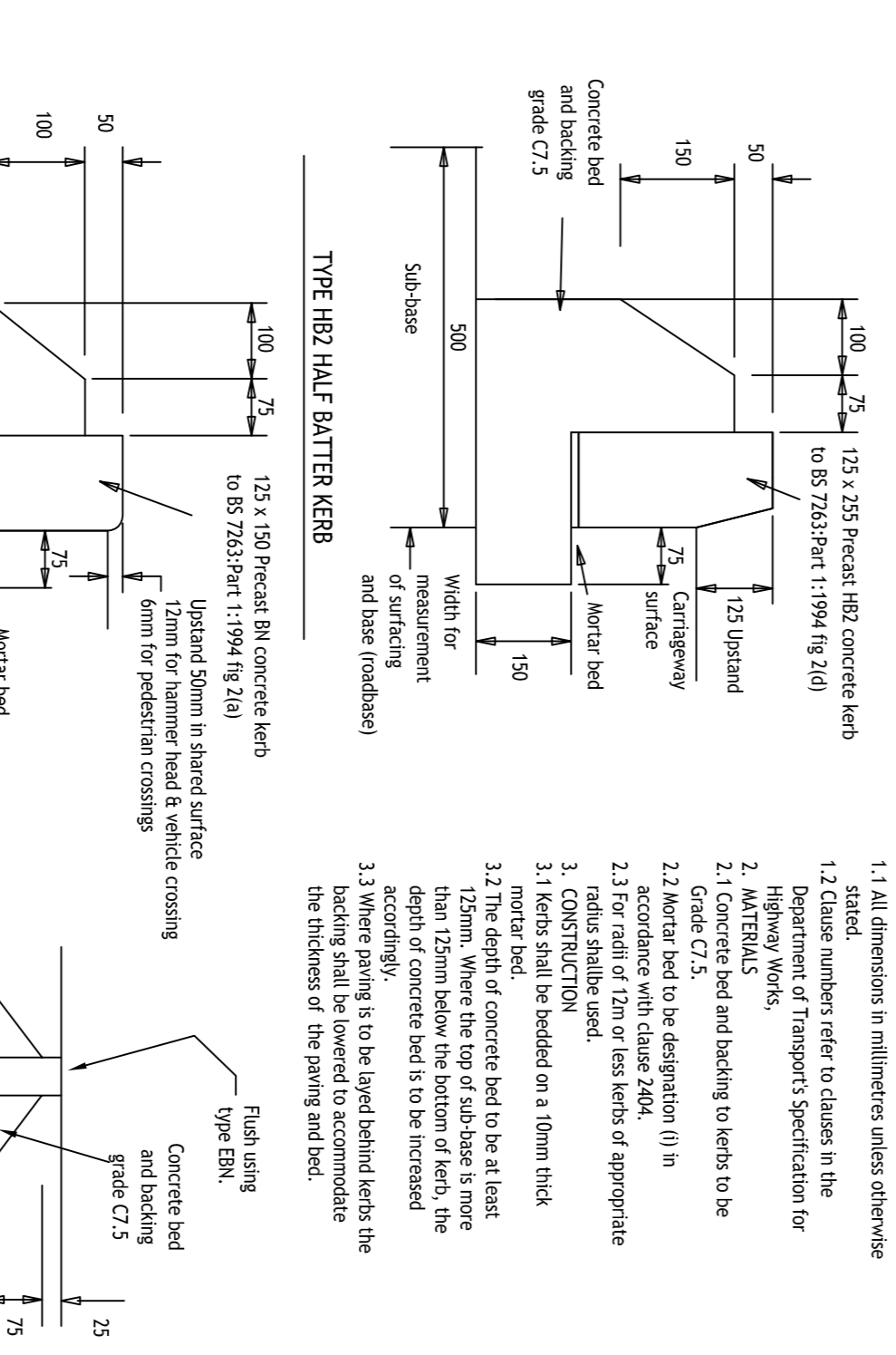
ALL EXISTING FOOTWAY CONSTRUCTION THAT REMAINS IN SITU TO BE INSPECTED FOR SUITABILITY PRIOR TO USING AS A FOUNDATION FOR TORBAY COUNCIL HIGHWAY ENGINEER



CHANGES

CHANGES SECTION	NOMINAL EXTERNAL DIMENSIONS (Number of across kerb)
C1	300(1) - 60(1) x 220
C2	400(1) - 60(1) x 220
C3	400(1) - 60(1) x 220
C4	400(1) - 60(1) x 220
C5	600(1) - 60(1) x 220

- NOTES**
- GENERAL
 - 1.1 All dimensions in millimetres unless otherwise stated
 - 1.2 Clause numbers refer to clauses in the Department of Transport's Specification for 2
 2. MATERIAL
 - 2.1 Concrete bed and bedding to be 125
 - 2.2 Mortar bed to be designation (i) in accordance with clause 4.1.2.2
 - 2.3 Kerbs shall be bedded on a 10mm thick mortar bed
 - 2.4 Where paving is to be laid behind kerbs the depth of concrete bed is to be increased accordingly
 - 2.5 Where paving is to be laid behind kerbs the thickness of the paving and bed
 - CONSTRUCTION
 - 3.1 Kerbs shall be bedded on a 10mm thick mortar bed
 - 3.2 The depth of concrete bed to be at least 125mm below the bottom of kerb, the depth of concrete bed is to be increased accordingly
 - 3.3 Where paving is to be laid behind kerbs the thickness of the paving and bed
 - CONCRETE
 - 4.1 Granular bedding material for pipes up to 300mm dia Type A14, for pipes above 300mm dia Type A20
 - 4.2 Granular bedding material for pipes up to 300mm dia Type A14, for pipes above 300mm dia Type A20
 - 4.3 For trench depth
 - 4.4 For trench depth
 - 4.5 For trench depth
 - 4.6 For trench depth
 - 4.7 For trench depth
 - 4.8 For trench depth
 - 4.9 For trench depth
 - 4.10 For trench depth
 - 4.11 For trench depth
 - 4.12 For trench depth
 - 4.13 For trench depth
 - 4.14 For trench depth
 - 4.15 For trench depth
 - 4.16 For trench depth
 - 4.17 For trench depth
 - 4.18 For trench depth
 - 4.19 For trench depth
 - 4.20 For trench depth



- CONCRETE BED AND SURROUND (class A)**
- 25% D (MIN 150mm)
 - C20 Concrete
 - 25% D (MIN 150mm)

Drawing Title:
CONSTRUCTION DETAILS

Date: FEB 2013

Scale: As Shown

Revision: E

Client: LINDEN HOMES

Job Title: S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAR ROAD, PAIGNTON, DEVON

Drawing Number: 12.409/309

TWP Consulting Structural and Civil Engineers
Bradinch Hall, Castle Street, Exeter, EX4 3PL
T: 01392 27846 F: 01392 240833
E-mail: admin@twpeng.com

Checked RA

Drawing Status:
For Approval

Date	Rev	By	CKD	Amendment details
15/10/13	E	BH	RA	DRAWNIT TYPE DP1 & DLCT DETAILS ADDED
30/09/13	D	BH	RA	BLOCK RAINGERS ADDED TO C.C. CENTRAL ISLAND
03/09/13	C	BH	RA	SURFACING OVER CONCRETE REVISD TO SHOW LATER MODIFIED BINDER SLAB BEDDING SPECIFICATION REVISD
03/09/13	B	TH	BH	SURFACE COURSE DEPTH AMENDED
09/02/13	A	BH	RA	ISSUED FOR APPROVAL

Client: LINDEN HOMES

Job Title: S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAR ROAD, PAIGNTON, DEVON

Drawing Title: CONSTRUCTION DETAILS

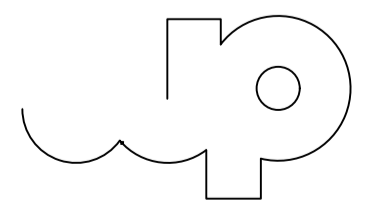
Drawing Number: 12.409/309

Revision: E

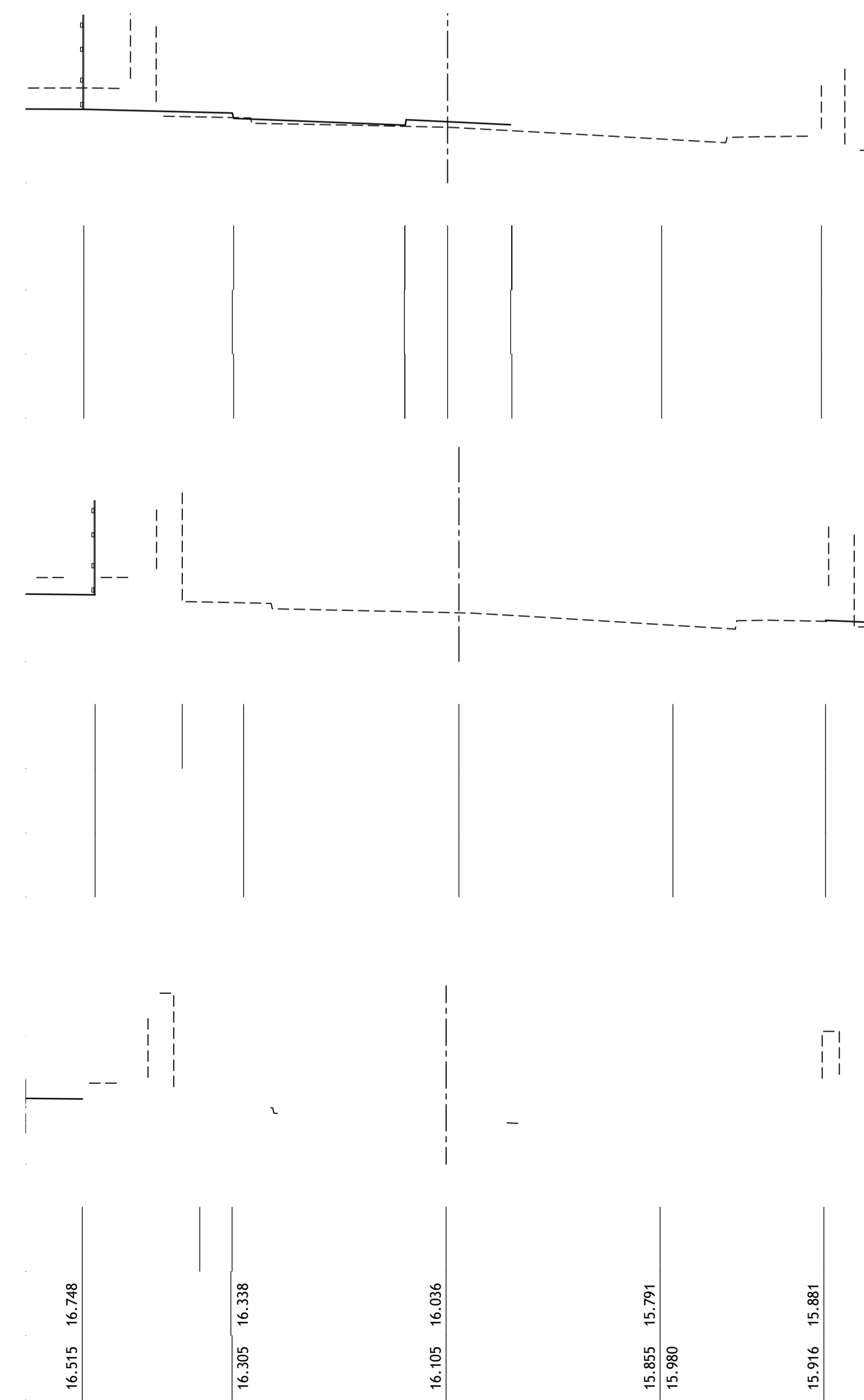
Checked: RA

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material upon the issue formation letter

19/03/13	A	BH	RA	ISSUED FOR APPROVAL
		By		
For Approval				
Client: LINDEN HOMES				
Job Title: S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAY ROAD, PAIGNTON, DEVON				
Drawing Title: ROAD 1 CROSS SECTIONS - Ch.150 - 183.969				
		Consulting Structural and Civil Engineers Bradinch Hall, Castle Street, Exeter, EX4 3PL t: 01392 276046 f: 01392 430853 e-mail: admin@twpeng.com		
FEB 2013		Drawing Number		Revision
Scale	1:200 @A1	12.409/308		A
Drawn	BH			
Checked	RA			

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material up to the road formation level

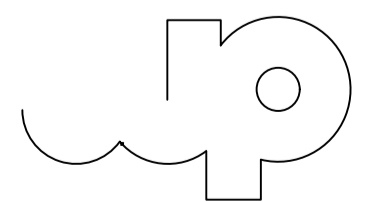
19/03/13	A	BH	RA	ISSUED FOR APPROVAL
		By		

For Approval

Client:
LINDEN HOMES

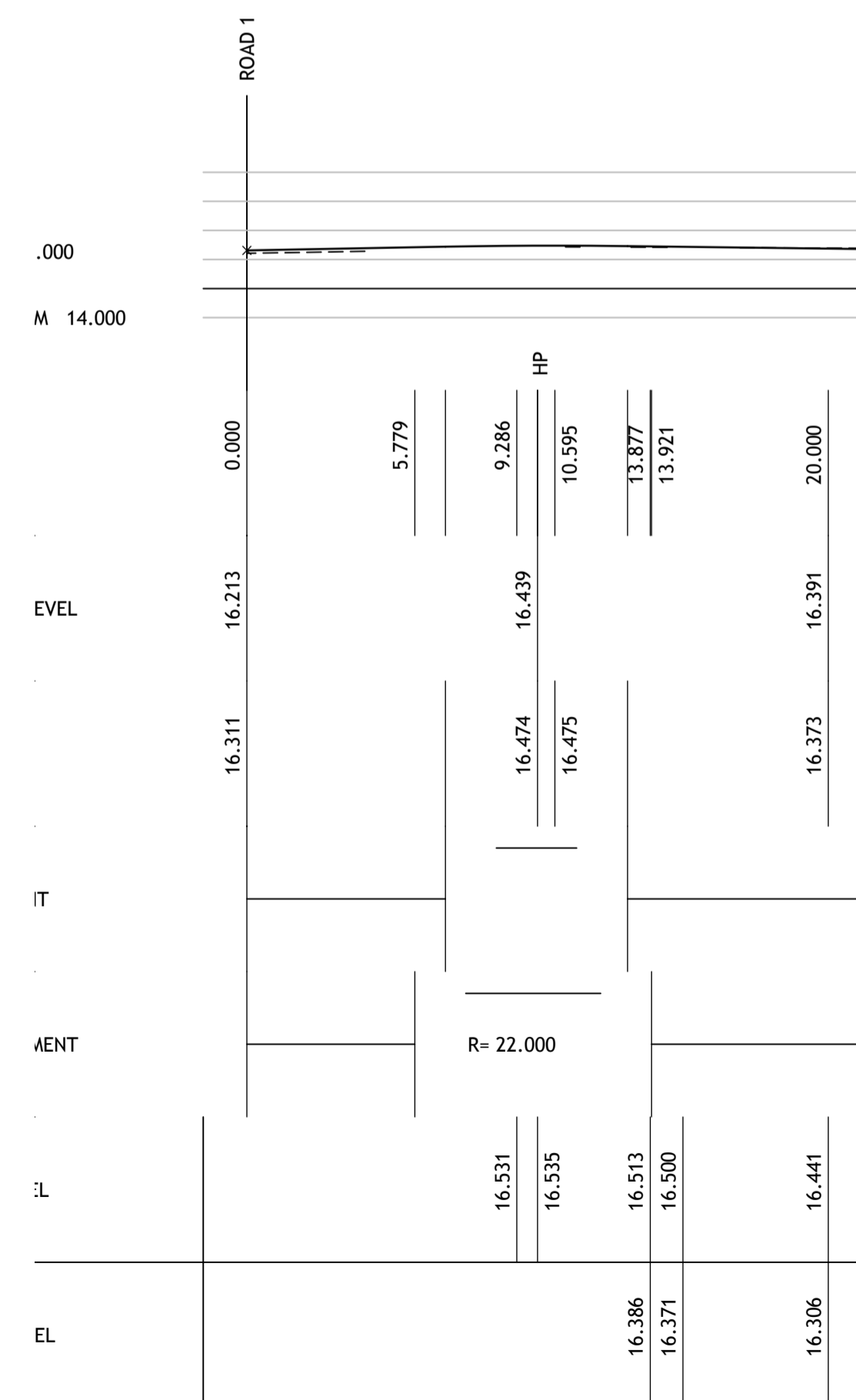
Job Title: **S278/S38 WORKS,
HOLLICOMBE GASWORKS,
TORBAY ROAD,
PAIGNTON, DEVON**

Drawing Title:
**ROAD 1
CROSS SECTIONS - Ch.0 - 140**




**Consulting Structural
and Civil Engineers**
 Bradninch Hall, Castle Street,
 Exeter, EX4 3PL
 t: 01392 276046 f: 01392 430853
 e-mail: admin@twpeng.com

FEB 2013	Drawing Number	Revision
Scale 1:200 @A1	12.409/307	A
Drawn BH		
Checked RA		

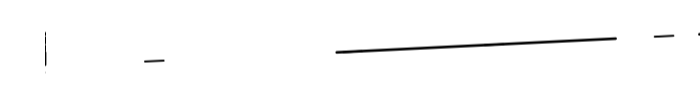


material up to the road formation level

19/03/13	A	BH	RA	ISSUED FOR APPROVAL
		By		
For Approval				
Client: LINDEN HOMES				
Job Title: S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAY ROAD, PAIGNTON, DEVON				
ROAD 2, ISLAND 1 & ISLAND 2 LONG SECTIONS				
		Consulting Structural and Civil Engineers Bradinch Hall, Castle Street, Exeter, EX4 3PL t: 01392 276046 f: 01392 430853 e-mail: admin@twpeng.com		
FEB 2013		Drawing Number		Revision
Scale	1:200 @A1			
Drawn	BH	12.409/306		A
Checked	RA			A

16.	16.	16.	16.	16.	16.	16.	16.
16.017	15.933	15.881	15.855	15.859	15.893	15.938	16.054

material upto the level formation level



18.187	18.364	18.368	18.359	170.000
18.467	18.597	18.368	18.359	170.000
18.764	18.846	18.845	18.845	180.000
		18.845	18.845	180.000
		19.050	19.050	183.969

R= 335.954

KF= 2.99059

KF= 4.98011

G= 5.380%

18.6


19/03/13	A	BH	RA	ISSUED FOR APPROVAL
		By		

For Approval

Client:
LINDEN HOMES

Job Title:
S278/S38 WORKS,
HOLLICOMBE GASWORKS,
TORBAY ROAD,
PAIGNTON, DEVON

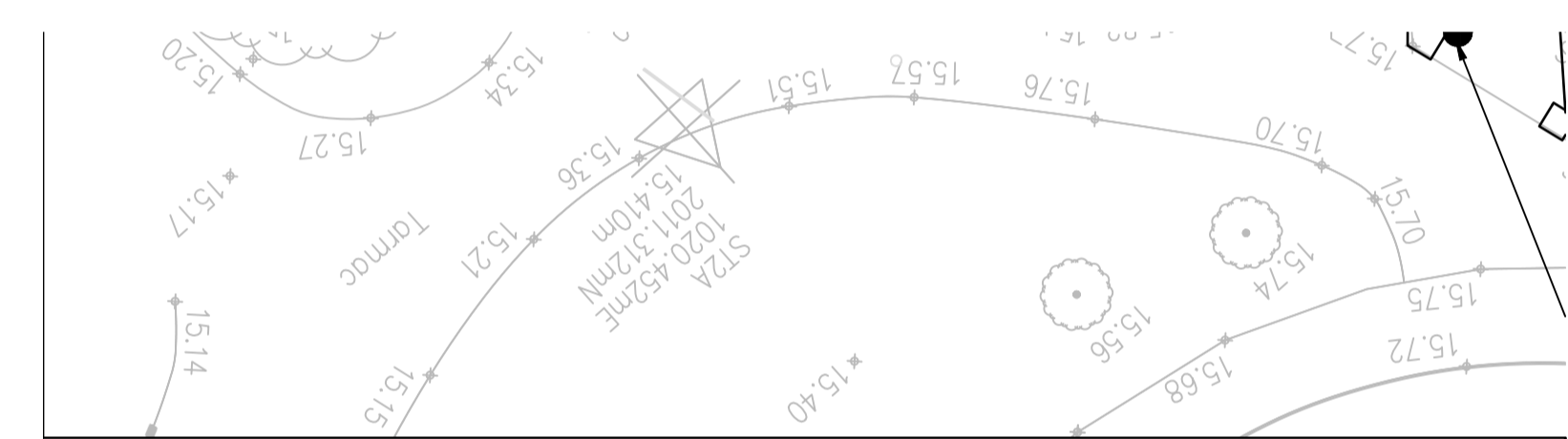
ROAD 1
LONG SECTION



**Consulting Structural
and Civil Engineers**

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Exeter, EX4 3PL
t: 01392 276046 f: 01392 430853
e-mail: admin@twpeng.com

FEB 2013	Drawing Number	Revision
Scale 1:200 @A1	12.409/305	A
Drawn BH		
Checked RA		



material upto the road formation level

9. Signposts to be CU Phosco Galvanised, painted grey

10. All signs to be 3M Diamond Grade or equivalent. All signing, streetlighting and street furniture to comply with Torbay Council Developers Guide, Dated 26-06-12

11. Electrical installation to be carried out by Torbay Councils term maintenance contractor:-
May Gurney Cartledge
Aspen Way, Yalberton Industrial Estate
Paignton
TQ4 7QR
Contact- Richard Sapsford, 01803 402926

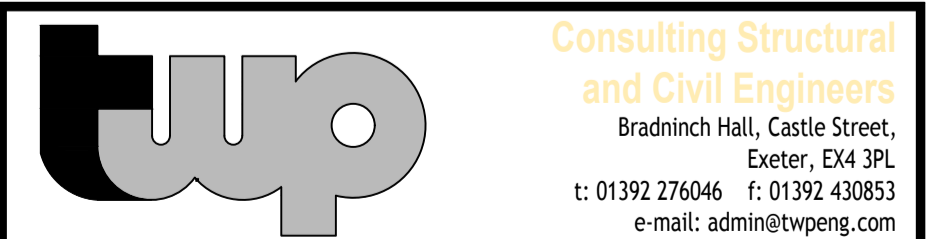
Date	Rev	By	Ck'd	Amendment details
19/03/13	A	BH	RA	ISSUED FOR APPROVAL

Drawing Status: **For Approval**

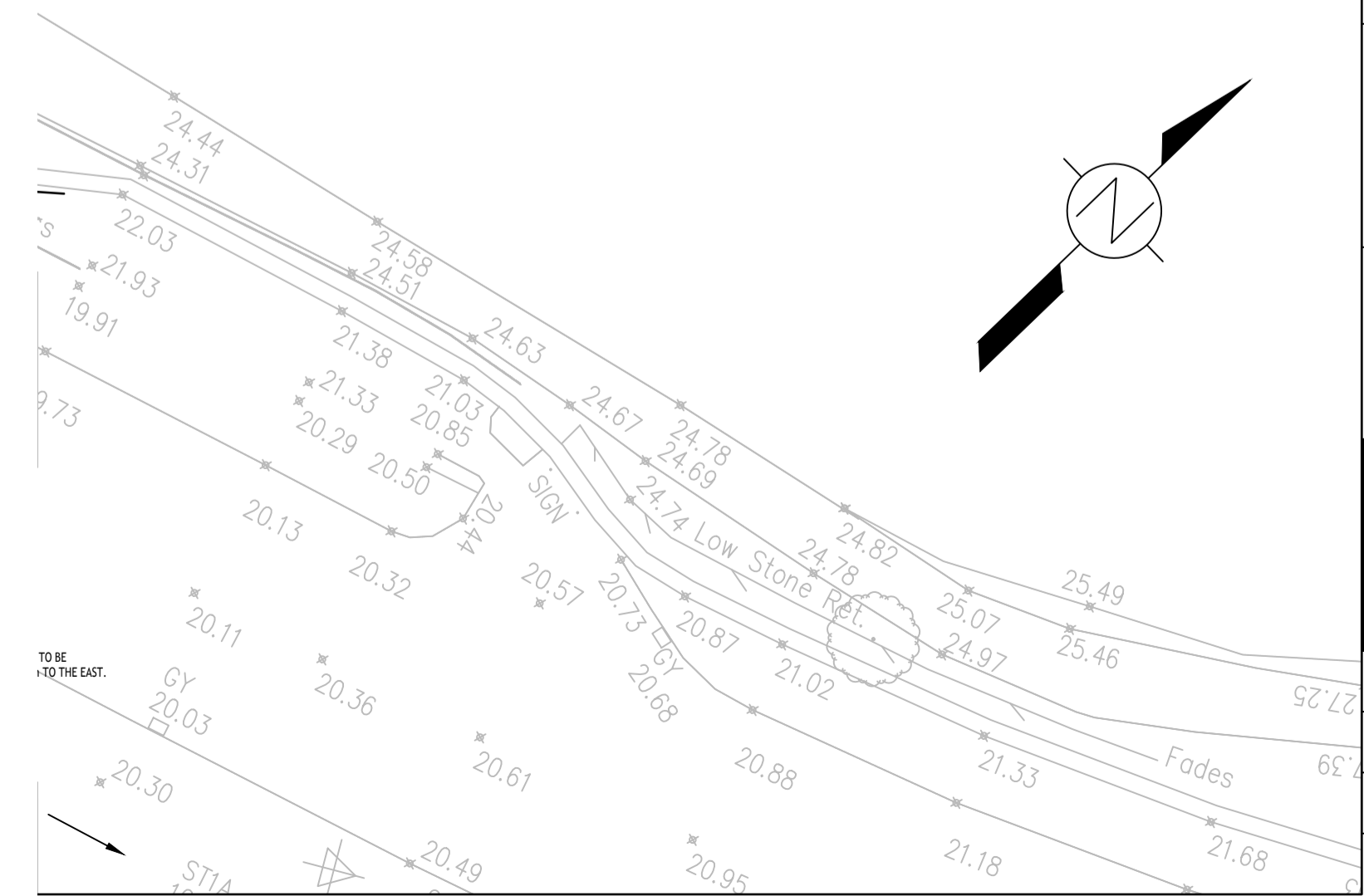
Client: **LINDEN HOMES**

Job Title: **S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAY ROAD, PAIGNTON, DEVON**

Drawing Title: **SIGNS, STREET FURNITURE & ROAD MARKINGS**

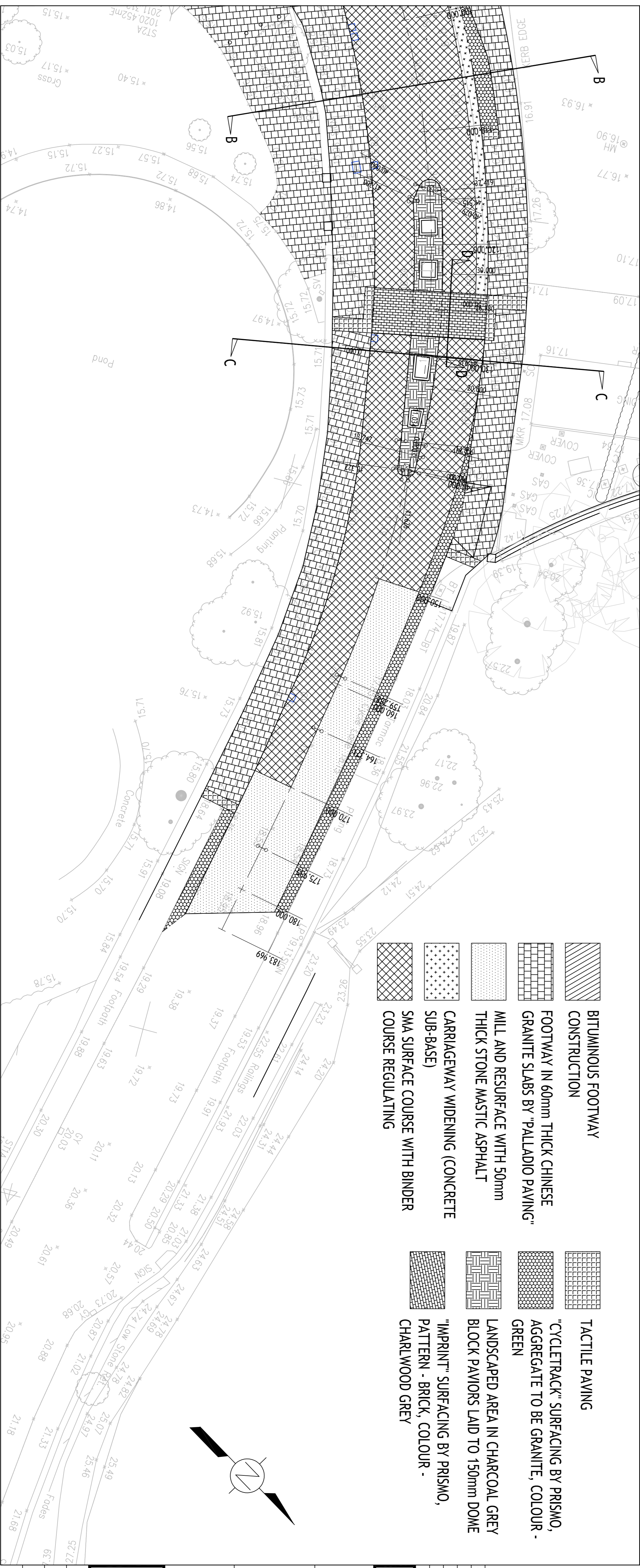
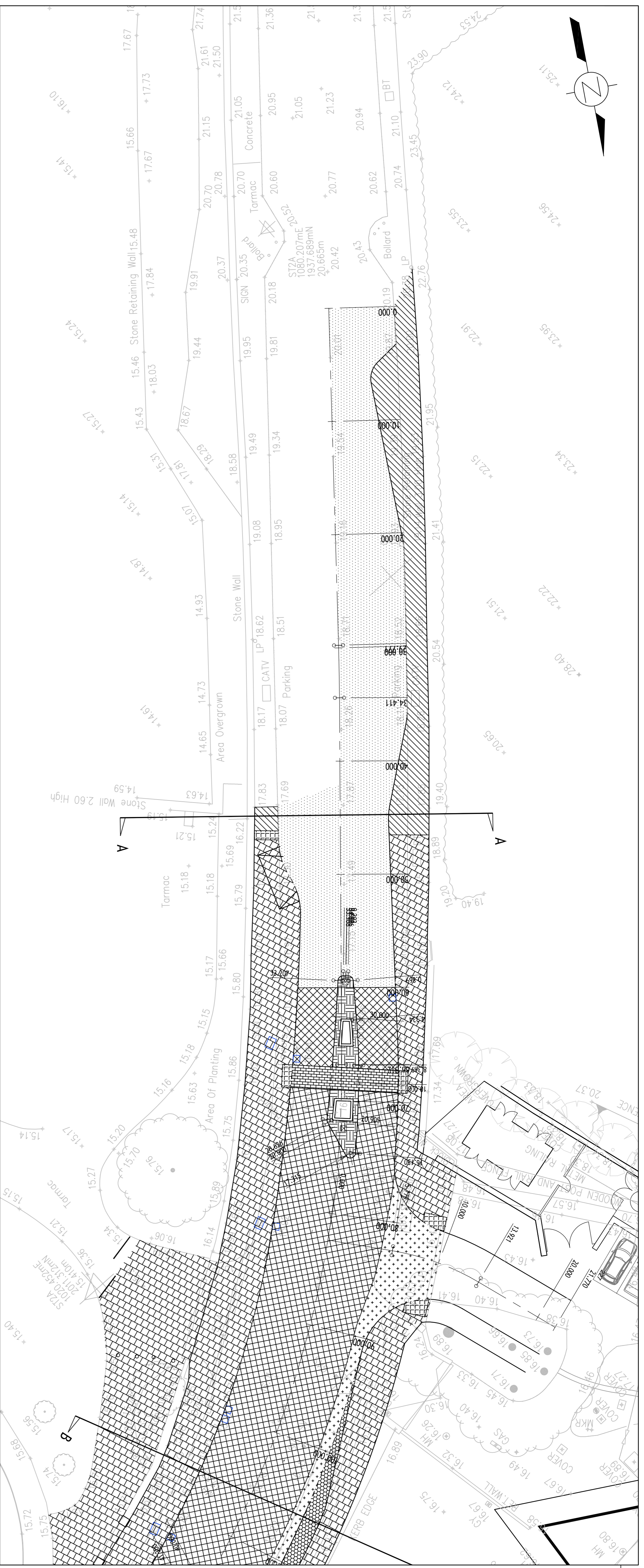


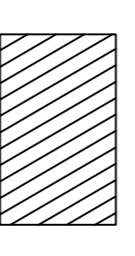
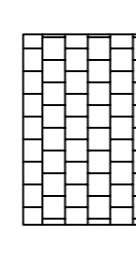
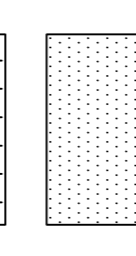
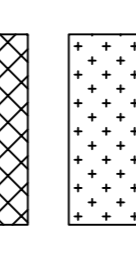
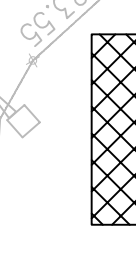
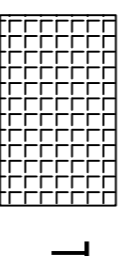
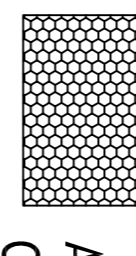
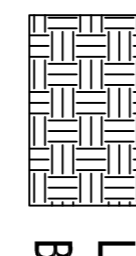
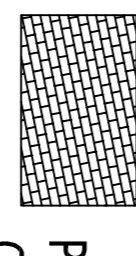
Date	Scale	Drawn	Checked	Drawing Number	Revision
FEB 2013	1:250 @A1	BH	RA	12.409/304	A



NOTES

1. All works are to be constructed in accordance with Devon County Council's Residential Estates Design Guide and the Highways Agency's Specification for Highway Works (SHW) March 1998 as amended & published by The Stationary Office
2. The Contractor shall arrange for any testing to ascertain the CBR of the subgrade and shall provide the Engineer with a copy of the report. In order to determine the required sub-base thickness in areas of full construction.
3. Prior to laying any material the subgrade must be inspected and any soft spots removed and filled with Type 1 material to SHW Clause 803
4. Use of this drawing does not absolve the client from his responsibilities under the Health and Safety: The Construction (Design and Management) Regulations 1994. The Planning Supervisor is required to contact TWP Engineers prior to permitting this drawing to be used in connection with any construction works.
5. This drawing is to be read in conjunction with all other relevant drawings, documents and specifications.
6. Street lighting, illuminated traffic signs, bollards and associated works shall comply Torbay Council's Specification for Street Lighting
7. The works on site may affect Statutory Undertakers apparatus, and the Contractor is required to verify the location and depth of all such apparatus prior to commencement of work and to take any precautions necessary when working in the vicinity of apparatus.
8. Drainage trenches within traffic areas and footways or in areas to be adopted shall be backfilled using Granular Type 1 material upto the road formation level



-  BITUMINOUS FOOTWAY CONSTRUCTION
-  FOOTWAY IN 60mm THICK CHINESE GRANITE SLABS BY "PALADIO PAVING"
-  MILL AND RESURFACE WITH 50mm THICK STONE MASTIC ASPHALT
-  CARRIAGEWAY WIDENING (CONCRETE SUB-BASE)
-  SMA SURFACE COURSE WITH BINDER COURSE REGULATING
-  TACTILE PAVING
-  "CYCLETRACK" SURFACING BY PRISMO, AGGREGATE TO BE GRANITE, COLOUR - GREEN
-  LANDSCAPED AREA IN CHARCOAL GREY BLOCK PAVIORS LAID TO 150mm DOME
-  "IMPRINT" SURFACING BY PRISMO, PATTERN - BRICK, COLOUR - CHARLWOOD GREY

For Approval

Date	Rev	By	Checkd	Description
08/10/13	D	BH	RA	REVISIONS TO WORK IN COUNCIL PARK
30/09/13	C	BH	RA	PAVING TO CENTRAL ISLANDS REVISED
28/08/13	B	BH	RA	SMA INCREASED TO 50mm DEPTH AT RAIN-IN-HOLES
19/07/13	A	BH	RA	ISSUED FOR APPROVAL

Client: **LINDEN HOMES**

Job Title: **S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAY ROAD, PAIGNTON, DEVON**

Drawing Title: **SURFACING & PAVING**

Date: FEB 2013

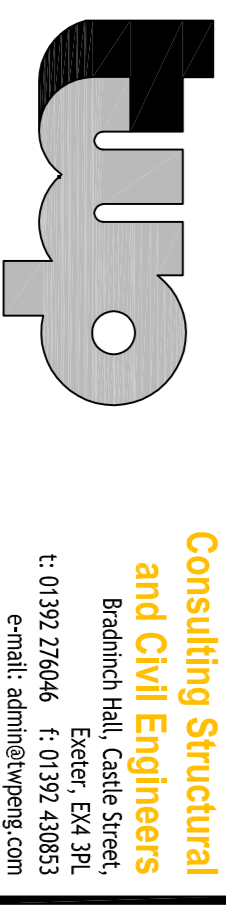
Scale: 1:250 @A1

Drawn: BH

Checked: RA

Drawing Number: **12.409/303**

Revision: **D**

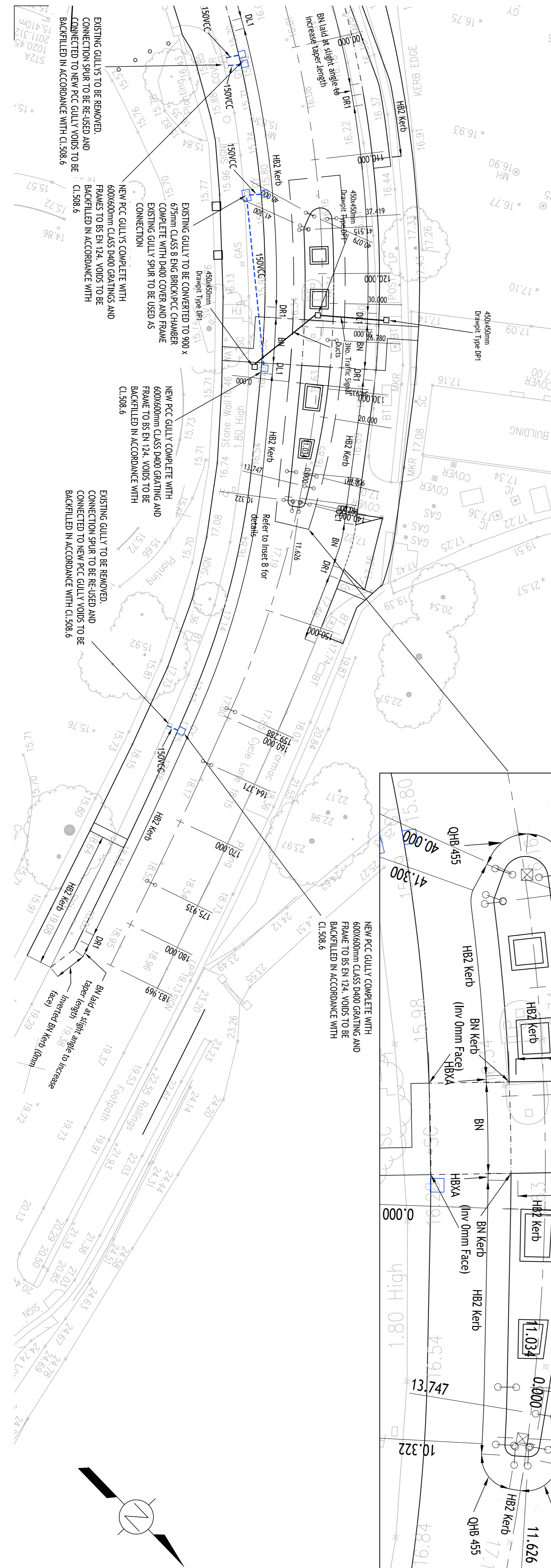
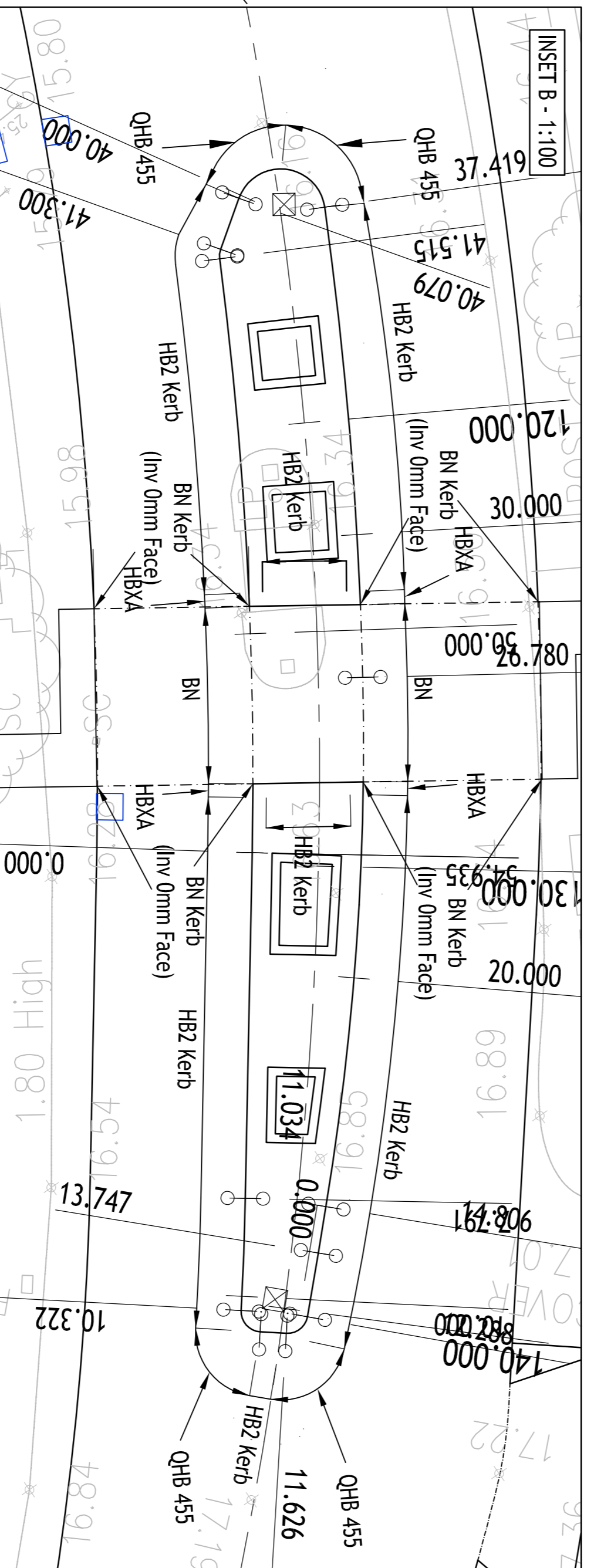
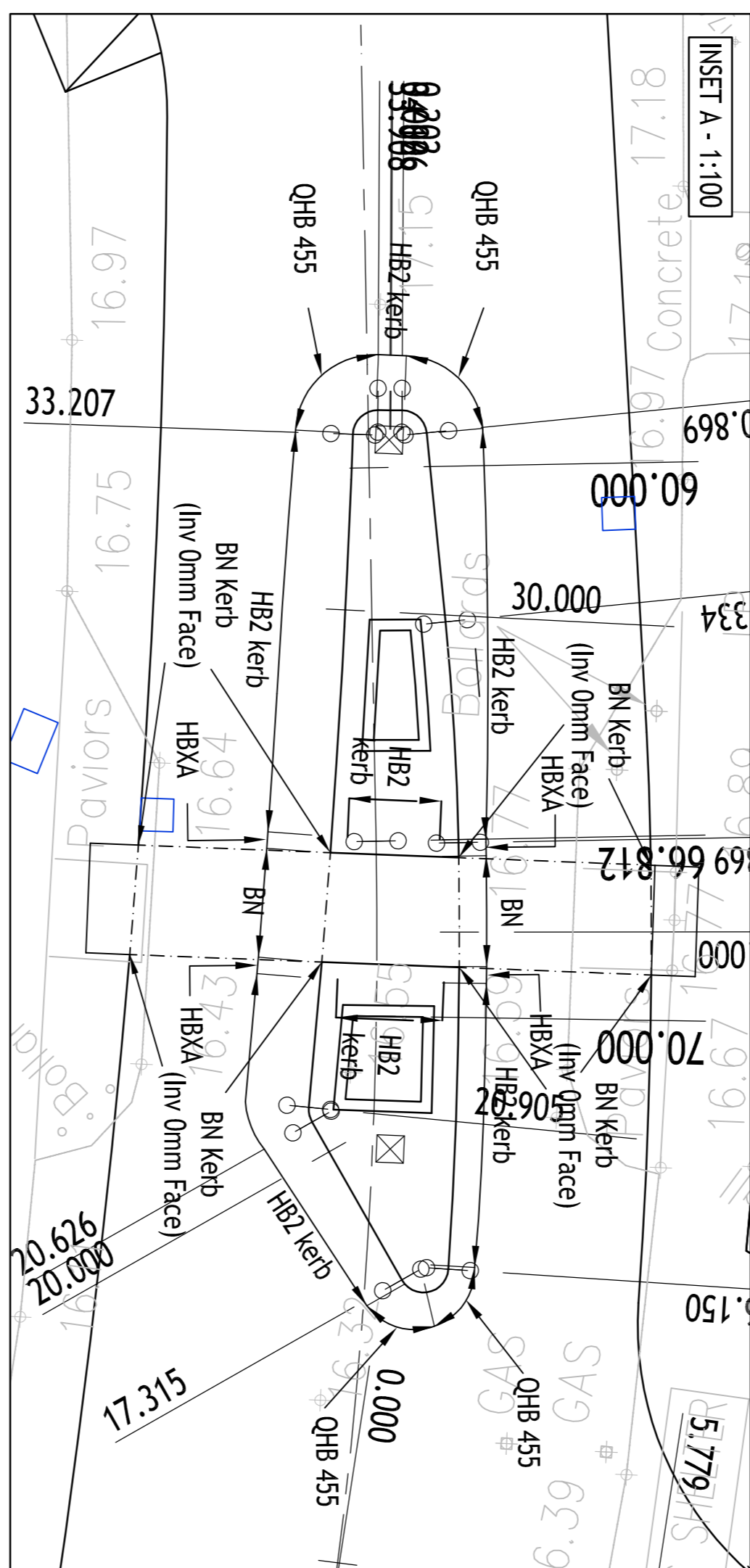
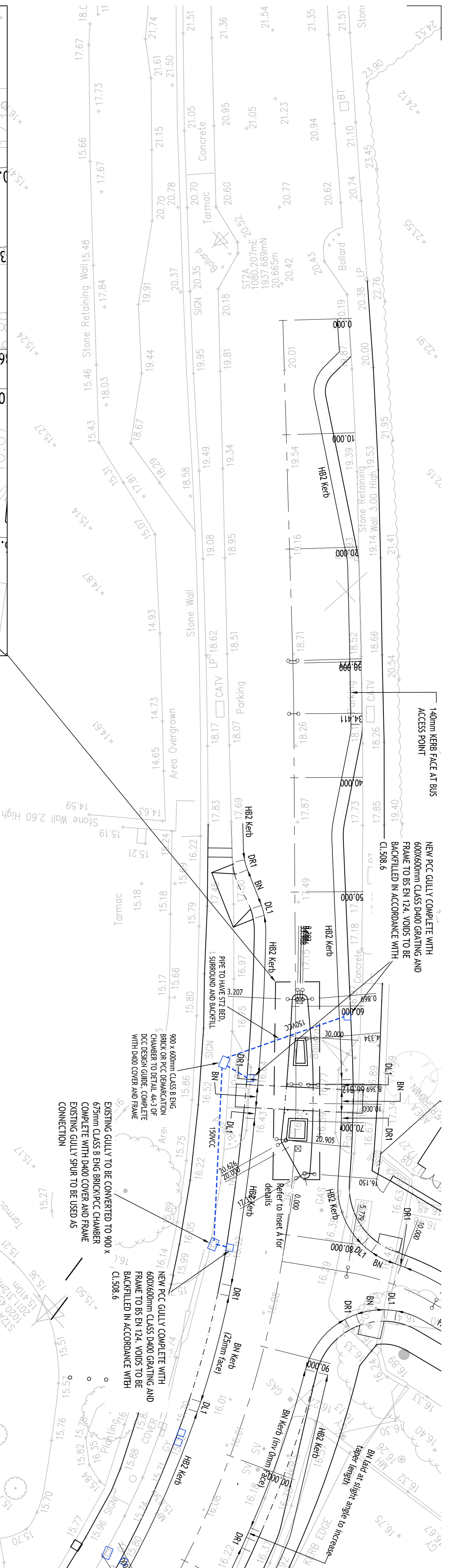


NOTES

- All works are to be constructed in accordance with Devon County Council's Residential Estates Design Guide and the Highways Agency's Specification for Highway Works (SHW) March 1998 as amended & published by The Stationary Office
- Drainage trenches within traffic areas and footways or in areas to be adopted shall be backfilled using Granular Type 1 material upto the road formation level
- All kerbs are to be to BS EN 1340:2003
- For details of bed and backing see Drg.No.12409/309
- BN kerbs at crossing points to have 0.4m kerb face & 25mm at vehicle crossing points. BN kerbs on the approach to adjacent carriageway on both sides taking due regard for any coloured overlays required.

KEY

- HB2 - 125mm x 255mm PRE-CAST CONCRETE KERB
- BN - 125mm x 150mm PRE-CAST CONCRETE KERB
- DL1 - 125mm x 255mm HB2-BN DROP KERB RIGHT
- DL1 - 125mm x 255mm HB2-BN DROP KERB LEFT
- QHB 455 - 455mm x 255mm HB2 QUADRANT
- HBXA - 125mm x 255mm HB2 EXTERNAL ANGLE



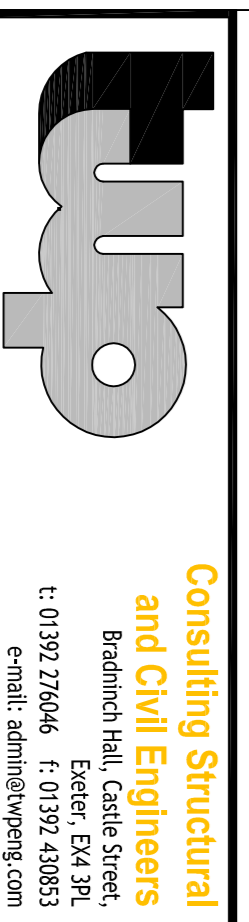
Date	Rev	By	Cvd	Amendment details
15/10/13	C	BH	RA	TRAFFIC SIGNAL DUCTS ADDED
28/08/13	B	BH	RA	BUS ACCESS KERBS REMOVED
19/02/13	A	BH	RA	ISSUED FOR APPROVAL

Client:

LINDEN HOMES

Job Title:
S278/S38 WORKS,
HOLLICOMBE GASWORKS,
TORBAY ROAD,
PAIGNTON, DEVON

Drawing Title:
DRAINAGE & KERBING



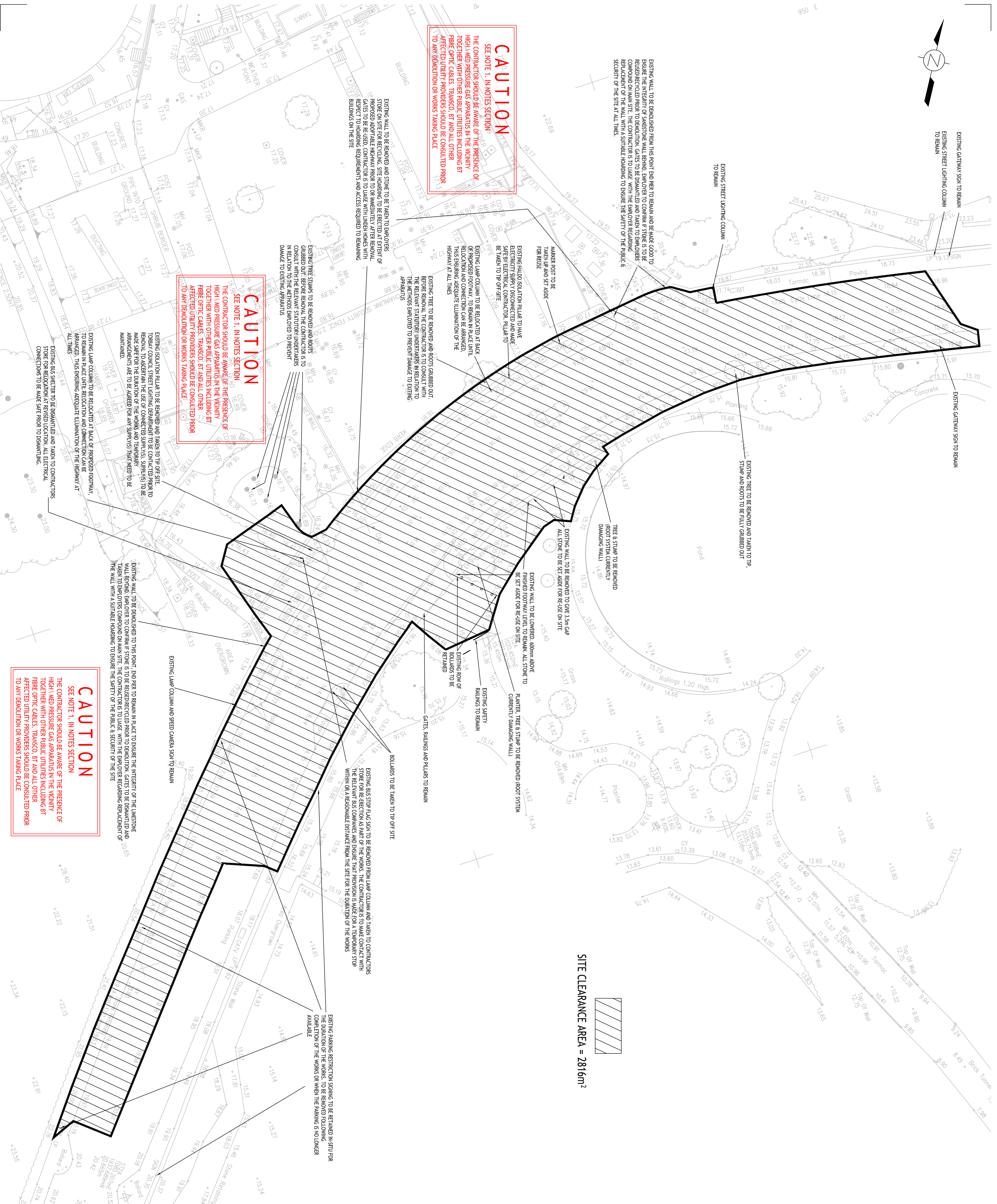
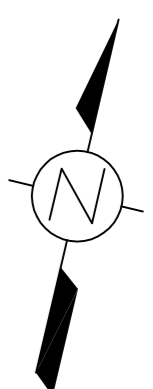
Date	Scale	Revision
FEB 2013	1:250 @A1	C

12.409/302

NOTES

SAFETY

1. The contractor is so make early contact with the relevant Utility providers and ascertain the position of existing plant prior to any works commencing, particularly in respect of excavation, demolition & tree removal. The contractor is to obtain and ensure any specific requirements required by the Statutory Utility Providers are adhered to. Procedures should also be identified for the reporting and examination of any unmapped services encountered.
2. Use of this drawing does not absolve the client from his responsibilities under the Health and Safety: The Construction (Design and Management) Regulations 1994. The Planning Supervisor is required to contact TYP Engineers prior to permitting this drawing to be used in connection with any construction works.
3. This drawing is to be read in conjunction with all other relevant drawings, documents and specifications.
4. Works connected with the removal of street lighting, illuminated traffic signs, bollards and associated works shall comply Torbay Council's Specification for Street Lighting
5. All existing chamber covers and frames are to be retained in-situ for the duration of the works and repositioned to suit revised levels at the appropriate time. Any damaged or defective ironwork is to be replaced.
6. All hard paving, kerbs and general arisings removed from the site clearance area are to be taken to tip off site or deposited on the adjacent site for reuse/recycling as deemed appropriate by the Employer at their time of removal.
7. Any areas of hard paving or kerbing that are to remain in-situ as a sub-layer to proposed construction are to be approved by the Highway Authority Inspector to ensure they are of sound construction prior to covering up.

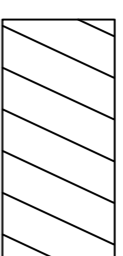


CAUTION
 SEE NOTE 1, IN NOTES SECTION
 THE CONTRACTOR SHOULD BE AWARE OF THE PRESENCE OF HIGH, MEDIUM PRESSURE GAS APPARATUS IN THE VICINITY TOGETHER WITH OTHER PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO FIBRE OPTIC CABLES, TRANSOCO, BT AND ALL OTHER AFFECTED UTILITY PROVIDERS SHOULD BE CONSULTED PRIOR TO ANY DEMOLITION OR WORKS TAKING PLACE

CAUTION
 SEE NOTE 1, IN NOTES SECTION
 THE CONTRACTOR SHOULD BE AWARE OF THE PRESENCE OF HIGH, MEDIUM PRESSURE GAS APPARATUS IN THE VICINITY TOGETHER WITH OTHER PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO FIBRE OPTIC CABLES, TRANSOCO, BT AND ALL OTHER AFFECTED UTILITY PROVIDERS SHOULD BE CONSULTED PRIOR TO ANY DEMOLITION OR WORKS TAKING PLACE

CAUTION
 SEE NOTE 1, IN NOTES SECTION
 THE CONTRACTOR SHOULD BE AWARE OF THE PRESENCE OF HIGH, MEDIUM PRESSURE GAS APPARATUS IN THE VICINITY TOGETHER WITH OTHER PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO FIBRE OPTIC CABLES, TRANSOCO, BT AND ALL OTHER AFFECTED UTILITY PROVIDERS SHOULD BE CONSULTED PRIOR TO ANY DEMOLITION OR WORKS TAKING PLACE

SITE CLEARANCE AREA = 2816m²



Date	By	Rev	Description
08/10/13	BH	RA	ACCOMMODATION WORKS IN TORBAY COUNCIL PARK REVISED
19/02/13	BH	RA	ISSUED FOR APPROVAL
			Amendment details

Drawing Status: **For Approval**

Client: **LINDEN HOMES**

Job Title: **S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAY ROAD, PAIGNTON, DEVON**

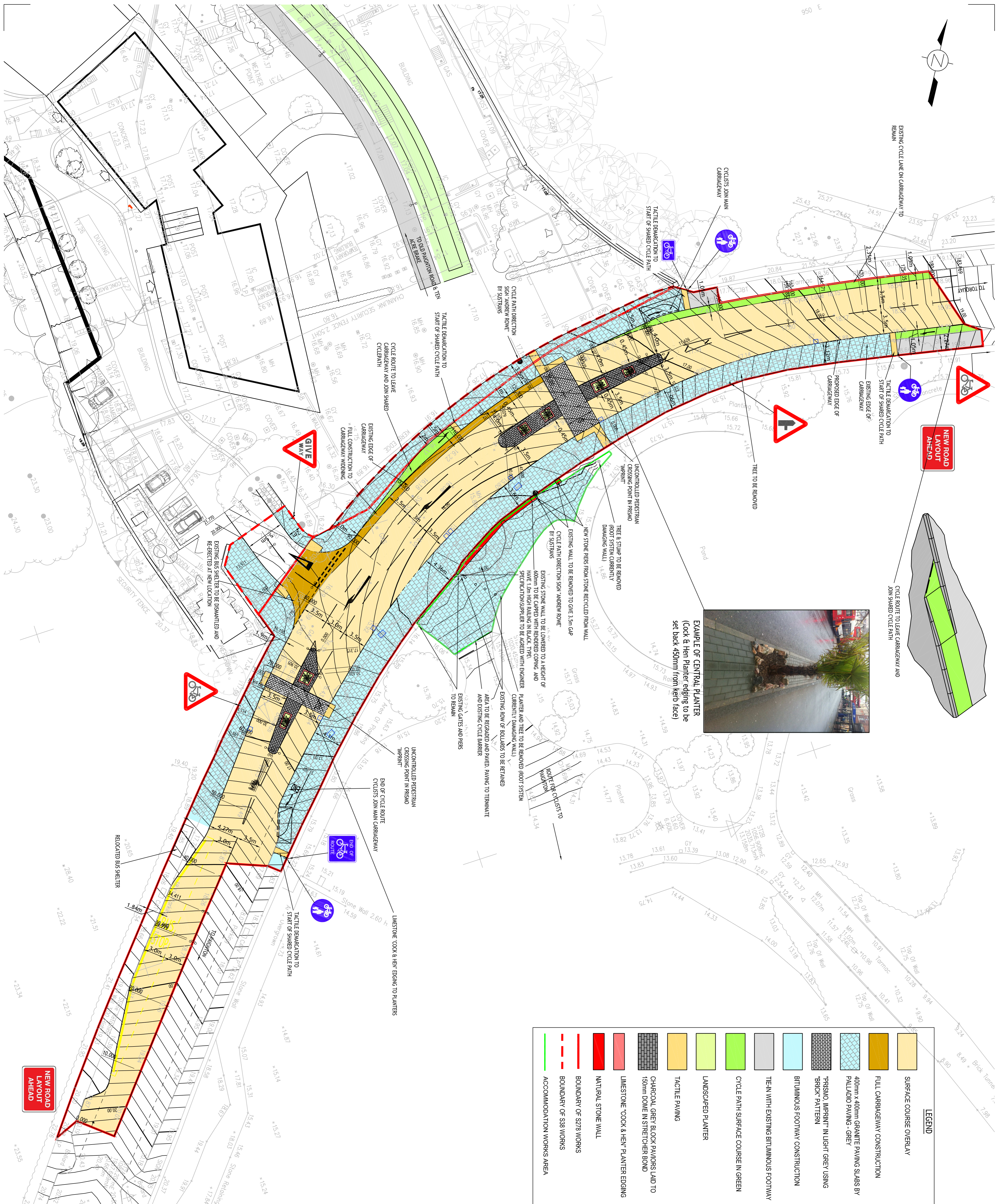
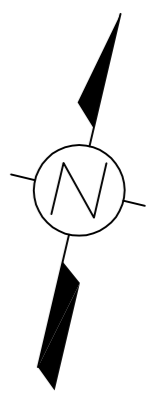
Drawing Title: **SITE CLEARANCE**

Consulting Structural and Civil Engineers

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 Email: admin@fjpe.com

Date	Drawing Number	Revision
FEB 2013	1:250 @A1	B
Checked	RA	

12.409/301



EXAMPLE OF CENTRAL PLANTER (Cock & Hen Planter edging to be set back 450mm from kerb face)

LEGEND	
	SURFACE COURSE OVERLAY
	FULL CARBAGEWAY CONSTRUCTION
	40mm x 40mm GRANITE PAVING SLABS BY PALLADIO PAVING - GREY
	PRISMO IMPRINT IN LIGHT GREY USING BRICK PATTERN
	BITUMINOUS FOOTWAY CONSTRUCTION
	TI-EIN WITH EXISTING BITUMINOUS FOOTWAY
	CYCLE PATH SURFACE COURSE IN GREEN
	LANDSCAPED PLANTER
	TACTILE PAVING
	CHARCOAL GREY BLOCK PAVINGS LAID TO 150mm DOME IN STRETCHER BOND
	LIMESTONE COCK & HEN PLANTER EDGING
	NATURAL STONE WALL
	BOUNDARY OF S278 WORKS
	BOUNDARY OF S38 WORKS
	ACCOMMODATION WORKS AREA

NOTES

1. All Works are to be constructed in accordance with Devon County Council's Residential Estates Design Guide and the Highways Agency's Specification for Highway Works (SHW) March 1998 as amended & published by The Stationary Office
2. The Contractor shall arrange for any testing to ascertain the CBR of the subgrade and shall provide the Engineer with a copy of the report. In order to determine the required sub-base thickness in areas of full construction.
3. Prior to laying any material the subgrade must be inspected and any soft spots removed and filled with Type 1 material to SHW Clause 803
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6. Street lighting, illuminated traffic signs, bollards and associated works shall comply Torbay Council's Specification for Street Lighting
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8. Drainage trenches within traffic areas and footways or in areas to be adopted shall be backfilled using Granular Type 1 material upto the road formation level

Date	By	Amendment details
08/10/13	D	RA
30/09/13	C	BH
28/08/13	B	BH
19/03/13	A	BH

For Approval

Client: LINDEN HOMES

Job Title: S278/S38 WORKS, HOLLICOMBE GASWORKS, TORBAY ROAD, PAIGNTON, DEVON

Drawing Title: GENERAL ARRANGEMENT

Date: FEB 2013

Scale: 1:250 @A1

Drawing Number: 12.409/300

Revision: D

Checked: RA

FWP Consulting Structural and Civil Engineers
 Bramham Hall, Castle Street, Exeter, EX4 3JG
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 email: sales@fwpe.com