01004/14

DATED 24TH NOVEMBER **2014**

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

GLADEDALE (SOUTH YORKSHIRE) LIMITED

and

THOMAS BLACK LIMITED

and

NATIONAL HOUSE BUILDING COUNCIL

AGREEMENT

under Sections 72 and 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 relating to highway improvements at Doncaster Road Goldthorpe Barnsley South Yorkshire

A.C. Frosdick, LL.B., DipLG,
Director of Legal and Governance
Town Hall
Barnsley
S70 2TA

THIS AGREEMENT is made the 24th day of November Two thousand and fourteen

BETWEEN

1. **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of the Town Hall Barnsley South Yorkshire S70 2TA **("the Council")**
2. **GLADEDALE (SOUTH YORKSHIRE) LIMITED** (company registration number 1043597) whose registered office is at 30 High Street Westerham Kent TN16 1RG **("the Company")**
3. **THOMAS BLACK LIMITED** (company registration number 233901) whose registered office is at The Ogden Group of Companies Clarendon House Victoria Avenue Harrogate North Yorkshire HG1 1JD **("the Owner")**
4. **NATIONAL HOUSE BUILDING COUNCIL** of NHBC House Davy Avenue Knowlhill Milton Keynes Bucks MK5 8FP **("the Surety")**

INTERPRETATION

In this Agreement:-

"the Act" means the Highways Act 1980 as amended by the New Roads and Street Works Act 1991

"the Company" and **"the Owner"** includes their respective successors in title

"the Site" means the land off Doncaster Road at Goldthorpe Barnsley

"the Development" means the residential development at the Site for which planning permission has been granted

"the Highway" means the highway called Doncaster Road Goldthorpe Barnsley

"the Drawings" means drawing nos:

13/213/DE/100/001 Rev D;

13/213/DE/100/002 Rev D;
13/213/DE/100/004 Rev E;
13/213/DE/100/005 Rev F;
13/213/DE/100/006 Rev D; and
13 - 213 - DE - 100 - 007 Rev C attached hereto

"the Works" means the works described generally in the Schedule hereto and indicated in outline on the Drawings and any amended or additional works as provided for herein

"the Highways Officer" means the Assistant Director – Environmental Services for the time being of the Council and includes any professional officer appointed by him for the purpose of the supervision or inspection of the Works

"the Supervision Fee" means the sum of £14,246.12 (fourteen thousand two hundred and forty six pounds and twelve pence) being the fees which are estimated will be incurred by the Council in checking and approving the drawings site inspections and administration of the Works of which the sum of £8,500.00 (eight thousand five hundred pounds) has already been paid to the Council

"the Certificate of Completion" means the certificate to be issued by the Highways Officer upon the satisfactory completion of the Works

"the Maintenance Period" means a period of twelve calendar months from the date of the issue of the Certificate of Completion

"the Conditions of Contract" means the Institution of Civil Engineers - Conditions of Contract (etc) with such additions or amendments thereto as may be approved by the Highways Officer

"the Specification" means the Specification for Highway Works published by HMSO with all amendments up to the date hereof

Clause headings are for ease of reference only and shall not form part of this Agreement for the purposes of its construction or interpretation

WHEREAS

(1) The Council is the Highway Authority for the purposes of the Act

(2) The Owner and the Company are the freehold owners in possession of their respective lands which form part of the land shown edged blue on drawing number 13 - 213 - DE - 100 - 007 Rev C attached hereto **("the Blue Land")** which both the Owner and the Company warrant in respect of their respective ownerships only is free from any restrictions or incumbrances that might affect the dedication of the Blue Land as a public highway and which both the Owner and the Company intend to dedicate as such with the intention the Council shall maintain it as part of the publically maintainable highway

(3) The Company has the benefit of planning permission for the development of the Site and the Council and the Company are desirous that the Works shall be carried out to facilitate the Development

(4) The Works are wholly required to improve access to the Site to a standard required for traffic safety and thus facilitate the Development and the Company will derive a special benefit if the Works are executed and the Surety has agreed to join in this Agreement to guarantee the obligations of the Company hereinafter contained and to be bound in the manner hereinafter appearing

(5) The Owner has agreed to permit the Company to enter upon so much of its land as is necessary for the purposes of carrying out the Works and in all other respects carrying out its obligations under this Agreement and the Owner enters into this Agreement for the purposes of the dedication of those parts of its land that

comprises the Blue Land as a public highway upon the satisfactory completion of the works as provided for herein

(6) The Company shall execute or procure the execution of the Works as agent for and on behalf of the Council

(7) This Agreement is made pursuant to Sections 72 and 278 of the Act and Section 111 of the Local Government Act 1972 and the Council is satisfied that it will be of benefit to the public

(8) Nothing herein contained shall operate to restrict or prejudice the powers duties and rights of the Council under the Highways Act 1980 and the New Roads and Street Works Act 1991

NOW IT IS HEREBY AGREED by and between the parties as follows:-

COVENANTS BY THE COMPANY

1. **EXECUTION OF THE WORKS**

1.1 The Company shall at its own expense for the purpose of carrying out the Works:-

(a) carry out surveys as required by the Highways Officer of the Highway and the Site

(b) carry out site investigation works

(c) appoint a designer approved by the Highways Officer to design a scheme for the Works (including all necessary drawings and documents to be approved by the Council) **("the Approved Documents")**

(d) appoint a contractor approved by the Highways Officer for the construction of the Works in accordance with a form of contract which shall be approved by the Highways Officer **("the Contract")**

1.2 The Company shall:

(a) procure the provision in writing of a programme and timetable for the Works which shall be submitted to and approved by the Highways Officer prior to the commencement of the Works or any part thereof **("the Approved Programme")**

(b) upon the request of the Highways Officer procure the provision of a written programme and timetable for any temporary traffic arrangements or any other measures which may be necessary or required in connection with the carrying out of the Works which shall be submitted to and approved by the Highways Officer prior to the commencement of the Works or any part thereof and shall comply with any further requests of the Highways Officer at any time during the carrying out of the Works

(c) procure that the Works are carried out at its own expense in a good and workmanlike manner with proper and suitable materials to the reasonable satisfaction of the Highways Officer in accordance with the Specification and the Approved Documents and once commenced to proceed diligently with the Works and to use reasonable endeavours to complete the Works in accordance with the Approved Programme and in any case within two years from the date of this Agreement

(d) before the commencement of the Works take whatever steps are necessary to locate and identify any services apparatus and equipment of any utility company Local Authority or other body which is situated in on under or over the Highway or which may otherwise be affected by the Works and shall supply to the Highways Officer copies of all consultations which have been carried out copies of all consents and approvals obtained and details of any diversion or other works required to any services equipment or apparatus affected by the Works **("Apparatus Works")**

(e) carry out and complete the Apparatus Works at its own expense and in the same manner as the Works

(f) procure compliance with all conditions and requirements imposed by any utility company local authority or other body in respect of any services equipment or apparatus affected by the Works

(g) give the Highways Officer free access to the Site as is reasonably necessary for the proper inspection of the Works

(h) procure that the Works are undertaken pursuant to the Construction (Design and Management) Regulations 2007 **("the CDM Regulations")**

(i) ensure the Works comply in every respect with the latest edition of Chapter 8 of the Traffic Signs Manual published by the Department of Transport

(j) at its own expense arrange for all materials and soils in connection with the Works to be tested by a UK Accreditation Service (NAMAS) accredited laboratory and shall submit the test results to the Highways

Officer and meet the costs of any further testing required by the Highways Officer

1.3 In the event the Highways Officer determines that any variations to the Works are required the Highways Officer shall notify the Company as soon as reasonably practicable of any revised or additional works which may be necessary and the Company shall carry out and complete the revised or additional works at its own expense and in the same manner as the Works

1.4 The Company shall not assign any of their respective rights and obligations arising under this Agreement without the prior written consent of the Council

2. FEES AND COSTS

2.1 The Company shall upon completion of this Agreement pay the balance of the Supervision Fee to the Council

2.2 In the event the fees incurred by the Council exceed the Supervision Fee the Highways Officer shall provide a certified estimate of the sum of the increased fees and the Company shall pay the said sum of the increased fees to the Council within 28 days of receiving a written request therefor

2.3 The Company shall upon demand pay to the Council the sum of £3,000.00 (three thousand pounds) in respect of the costs which are estimated will be incurred by the Council in the preparation publication and implementation of a traffic regulation order required as a consequence of the Works

2.4 The Company shall on completion of this Agreement pay to the Council the sum of £1,000.00 being the Council's legal fees for the preparation and completion of this Agreement

3. CERTIFICATES

3.1 The Council shall during such hours of working as may be agreed in advance with the Highways Officer permit the Company or its approved contractor (hereinbefore referred to) to enter upon the Highway for the purpose of carrying out the Works and all matters in connection with the Works

3.2 The Company may at any time when it believes the Works have been substantially completed notify the Highways Officer in writing whereupon the Highways Officer shall make arrangements to inspect the Works and the Highways Officer shall if the Works have been completed to his satisfaction issue the Certificate of Completion to the Company or the Highways Officer shall notify the Company of any outstanding items and the Company shall provide the Highways Officer with a program for their completion

3.3 The Company shall at its own expense maintain the Works and the Blue Land throughout the Maintenance Period and shall make good any defects or damage arising or occurring in the Works during that period to the satisfaction of the Highways Officer

3.4 After the expiration of the Maintenance Period and provided the Company has made good any defects or damage to the entire satisfaction of the Highways Officer and provided that all monies due to the Council hereunder have been paid the Highways Officer shall issue a further certificate ("the Final Certificate") and shall as soon as reasonably practicable thereafter release the Surety from its liability as provided in Clause 9 hereof

3.5 For the avoidance of doubt the covenants on the part of the Company contained in Clause 6 of this Agreement shall not be affected by the issue of the Final Certificate

4. DEDICATION OF HIGHWAY

4.1 The Owner and the Company shall upon the date of issue of the Certificate of Completion be deemed to have dedicated their respective parts of the Blue Land as highway for use by the public and neither the Owner or the Company shall grant any wayleave licence easement or right in respect of any part of the Blue Land without the consent in writing of the Council (such consent not to be unreasonably withheld or delayed

5. IT IS HEREBY AGREED AND DECLARED as follows:-

5.1 That for the purpose of carrying out its obligations under this Agreement but for no other purpose whatsoever the Company will act as agent for and on behalf of the Council

5.2 The Company is to act as the only client in respect of the Works pursuant to the CDM Regulations

5.3 Any monies due to be paid under the provisions of this Agreement shall be paid within twenty one days of the due date or if not paid within that period shall bear interest at 3% above the Base Rate of Barclays Bank Plc for the time being such interest being payable from the due date to the date of payment

5.4 Once executed the Contract shall be deemed incorporated in this Agreement insofar as it is applicable and does not conflict with the provisions herein

6. COMPENSATION AND INDEMNITY

6.1 The Company will on demand reimburse the Council with all expenditure it may properly incur in relation to any valid and proper claims made pursuant to the Noise Insulation Regulations 1975 or Part I of the Land Compensation Act 1973 arising from the use of the Highway as altered by the Works and the Roads constructed by the Works together with the reasonable legal costs and surveyor's fees incurred either by the Council or any third party whose costs the Council is legally obliged to pay in connection with the processing and settlement of any such claims provided that no such claim shall be settled without the Council first liaising with the Company as to the nature and quantum of such claim

6.2 The Company will indemnify and keep indemnified the Council and the Owner against all costs actions proceedings claims demands damages and losses of whatever nature arising out of the non-observance non-performance or other breach of the Company's obligations under this Agreement and all claims demands damages and losses of whatever nature which may be suffered by the Council or the Owner due to any reason connected with the carrying out of the Works

6.3 The Company will indemnify and keep indemnified the Council and the Owner against all costs actions proceedings claims demands damages and losses of whatever nature arising as a consequence of the discharge of water or any other substance or material whatsoever from the highway drainage system onto or into any part or parts of the adjoining lands

6.4 The Company shall insure or shall procure that the Contractor carrying out the Works shall insure against any damage loss or injury which may occur to any property or person arising by or out of the execution of the Works otherwise than due to any act or omission of the Council and such insurance shall be effected prior to the commencement of the Works with an insurer on terms approved by the Council (such approval not to be unreasonably withheld or delayed) for at least the sum of £10,000,000 for each and every claim

6.5 The Company shall be responsible for

(a) any costs that the Council may incur in entering into any agreements with any sewerage undertaker to allow connections of highway drains to public sewers ("**the Section 115 Agreement**") made pursuant or ancillary to the Works including any costs the sewerage undertaker may charge under the Section 115 Agreement for technical administrative supervisory or legal costs from time to time

(b) notifying the relevant sewerage undertaker of their intention to commence drainage connection works

(c) carrying out any maintenance or remedial works required by the sewerage undertaker pursuant to the Section 115 Agreement

(d) indemnifying the Council against all losses liabilities claims costs damages and expenses arising from any claim by any sewerage undertaker any person or competent authority arising from or ancillary to the connection of the highway drains to the public sewers

7. DETERMINATION BY THE COUNCIL

7.1 In the event the Company fails to perform or observe any of the obligations herein contained or if a receiving order in bankruptcy is made against the Company or if the Company is wound up or enters into a composition 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 Company for such non-performance or non-observance determine this Agreement by notice in writing to the Owner and the Company sent to the relevant addresses stated in this Agreement Subject always to the provisions of clauses 8 and 9 hereof

8. DEFAULT POWERS

8.1 Without prejudice to clauses 4 and 9 hereof if the Company fails to execute or complete the Works in accordance with the Company's obligations hereunder the Council shall be entitled to execute or complete the Works in default by its own employees contractors or otherwise and to recover from the Company the reasonable and proper costs incurred by the Council thereby as certified in writing by the Highways Officer Provided that this default power shall only be exercisable by the Council after at least twenty eight days notice of intention has been given in writing to the Owner the Company and the Surety and the Company has not commenced action to remedy any breach non-observance or non-performance during that time

9. SURETY'S OBLIGATIONS

9.1 The Surety hereby covenants with the Council that if at any time the Company fails to observe or perform any of the Company's covenants herein

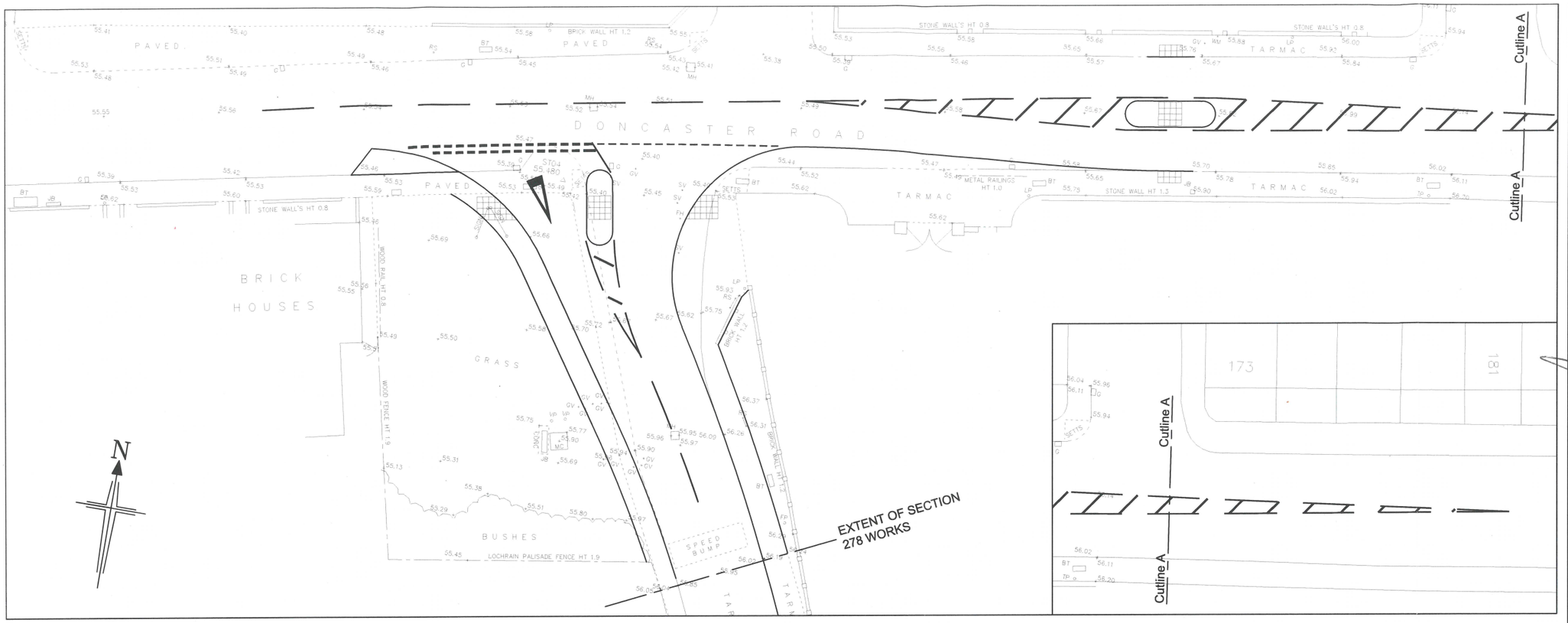
contained or if circumstances shall arise which would entitle the Council to terminate this Agreement then without prejudice to any other rights and remedies of the Council against the Company under this Agreement or under statutory powers the Surety shall pay to the Council such sum or sums which become due under this Agreement and which the Company would have been liable to pay under the terms hereof Provided that the total liability of the Surety under this clause shall not exceed the sum of £184,410.43 (one hundred and eighty four thousand four hundred and ten pounds and forty three pence)

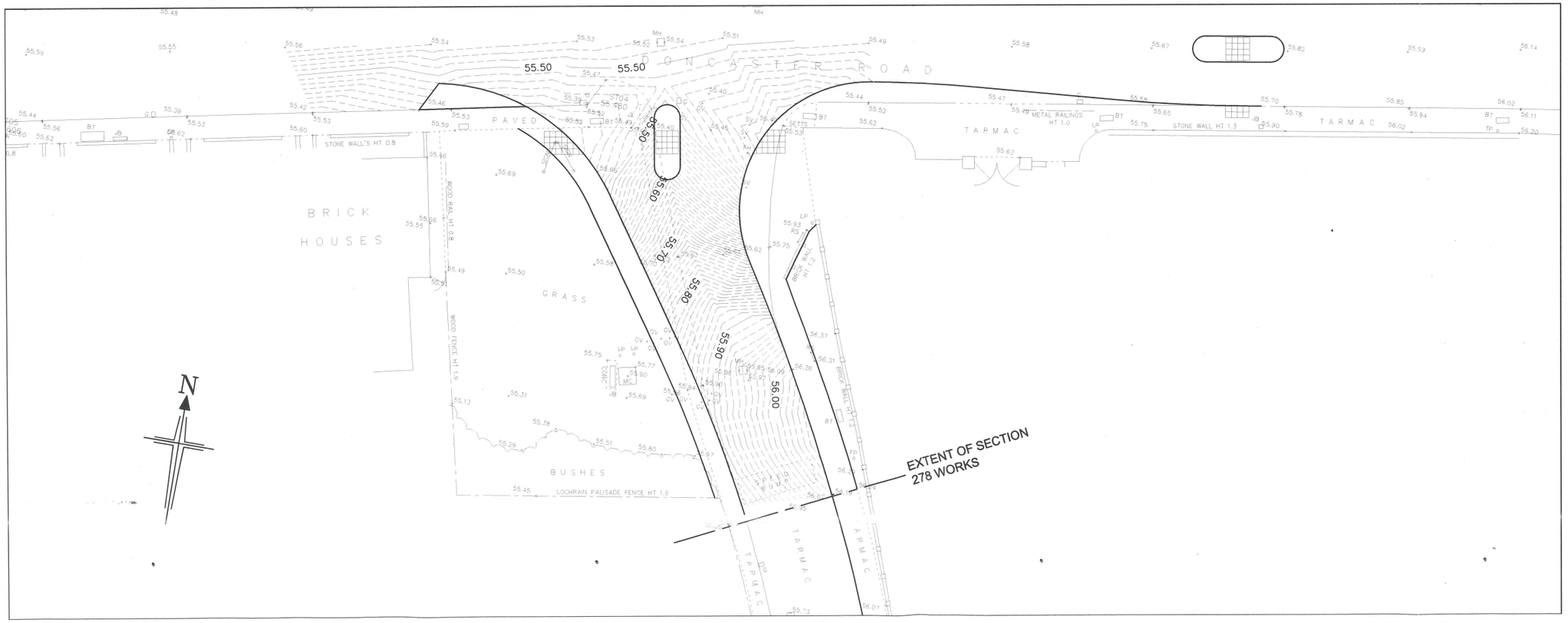
9.2 The Surety shall not be discharged or released from its liability under this Agreement by any arrangement made between the Owner the Company and the Council or by any alteration in either the Owner's or the Company's obligations or by any forbearance whether as to payment performance or otherwise) made with or without the assent of the Surety

9.3 The Surety shall only be released from its liability hereunder once the Council's Final Certificate has been issued pursuant to this Agreement unless otherwise agreed in writing by the Council

10. COVENANTS BY THE COMPANY AND THE COUNCIL

10.1 If at any time prior to the commencement of the Works the Owner or the Company wishes to terminate this Agreement either of them may do so by giving notice to the Council accompanied with the written consent of the Owner or the Company (as applicable) and the Surety and the Council shall give the Owner and the Company an account of all abortive costs reasonably





This drawing is copyright and shall not be reproduced nor used for any other purpose without the written permission of the Bryan G Hall ltd. This drawing must be read in conjunction with all other related drawings and documentation.

It is the contractors responsibility to ensure full compliance with the Building Regulations. Do not scale from this drawing, use figured dimensions only. It is the contractors responsibility to check and verify all dimensions on site. Any discrepancies to be reported immediately.
IF IN DOUBT ASK.

Materials not in conformity with relevant British or European Standards/Codes of practice or materials known to be deleterious to health & safety must not be used or specified on this project.

NOTES:

Rev:	Date:	Amendment:	DRN	CHK
D	08.11.13	Drawing altered to comments received 07.11.13.	MA	JP
C	01.11.13	Drawing altered to comments received 31.10.13.	MA	JP
B	23.10.13	Drawing altered to comments received 21.10.13.	MA	RBC
A	15.10.13	Drawing altered to comments received 14.10.13.	MA	JP

BRYAN G HALL
CONSULTING CIVIL & TRANSPORTATION PLANNING ENGINEERS
Copyright Reserved Bryan G Hall Ltd.
E highways@bryanghall.co.uk W www.bryanghall.co.uk

Suite E8 | Josephs Well
Hanover Walk | LEEDS | LS3 1AB
T 0113 246 1555
F 0113 234 2201

Suite 11 Lightermon House
26/36 Wharfdale Road
LONDON | N1 9RY
T 0203 077 2103

Client: BEN BAILEY HOMES

Status: APPROVAL

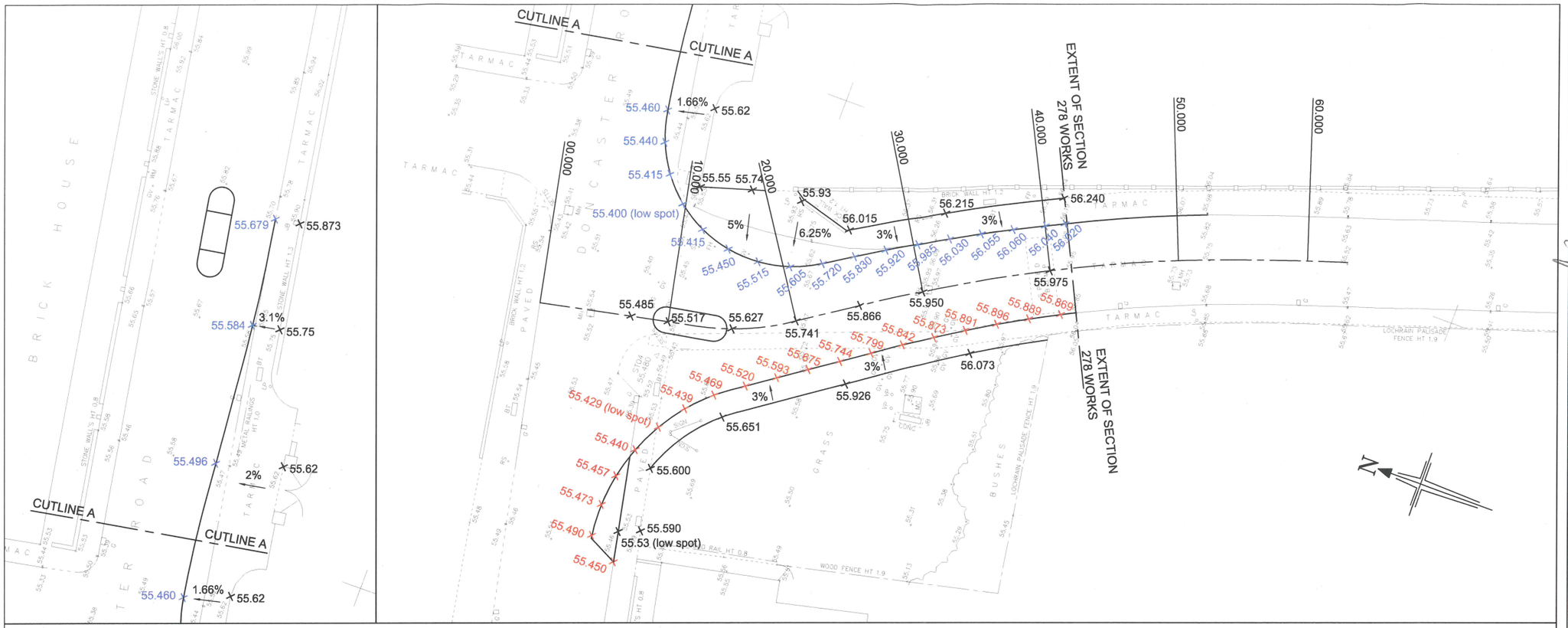
Scale: 1:250 A2 - 420 x 594 | Drawn: MA | Checked: RBC

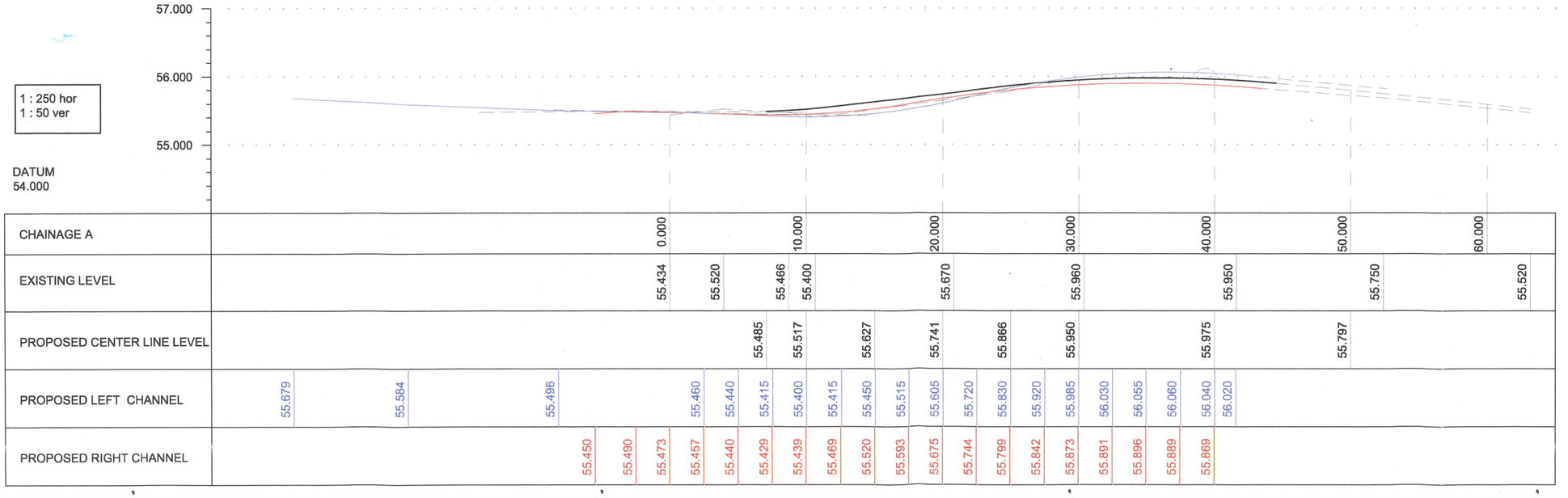
Project: DONCASTER ROAD
GOLDTHORPE

Title: GENERAL ARRANGEMENT & CONTOUR PLAN

Drawing No: 13/213/DE/100/001 | Revision: D

Job No: 13-213 | Date: 25.07.13





CHAINAGE A	0.000	10.000	20.000	30.000	40.000	50.000	60.000
EXISTING LEVEL	55.434	55.520	55.466	55.400	55.670	55.960	55.950	55.750	55.520
PROPOSED CENTER LINE LEVEL			55.485	55.517	55.627	55.741	55.866	55.950	55.975	55.797	
PROPOSED LEFT CHANNEL	55.679	55.584	55.496	55.460	55.440	55.415	55.400	55.415	55.450	55.515	55.605	55.720	55.830	55.920	55.985	56.030	56.055	56.060	56.040	56.020	
PROPOSED RIGHT CHANNEL	55.450	55.490	55.473	55.457	55.440	55.429	55.439	55.469	55.520	55.593	55.675	55.744	55.799	55.842	55.873	55.891	55.896	55.889	55.869		

This drawing is copyright and shall not be reproduced nor used for any other purpose without the written permission of the Bryan G Hall ltd. This drawing must be read in conjunction with all other related drawings and documentation.

It is the contractors responsibility to ensure full compliance with the Building Regulations. Do not scale from this drawing, use figured dimensions only. It is the contractors responsibility to check and verify all dimensions on site. Any discrepancies to be reported immediately.
IF IN DOUBT ASK.

Materials not in conformity with relevant British or European Standards/Codes of practice or materials known to be deleterious to health & safety must not be used or specified on this project.

NOTES:

Rev:	Date:	Amendment:	DRN	CHK
D	01.11.13	Drawing altered to comments received 31.10.13.	MA	JP
C	24.10.13	Drawing altered to comments received 24.10.13.	MA	JP
B	23.10.13	Drawing altered to comments received 21.10.13.	MA	RBC
A	15.10.13	Drawing altered to comments received 14.10.13.	MA	JP

BRYAN G HALL
CONSULTING CIVIL & TRANSPORTATION PLANNING ENGINEERS
Copyright Reserved Bryan G Hall Ltd.

E highways@bryanghall.co.uk W www.bryanghall.co.uk

Suite E8 | Josephs Well
Hanover Walk | LEEDS | LS3 1AB
T 0113 246 1555
F 0113 234 2201

Suite 11 Lighterman House
26/36 Wharfdale Road
LONDON | N1 9RY
T 0203 077 2103

Client: BEN BAILEY HOMES

Status: APPROVAL

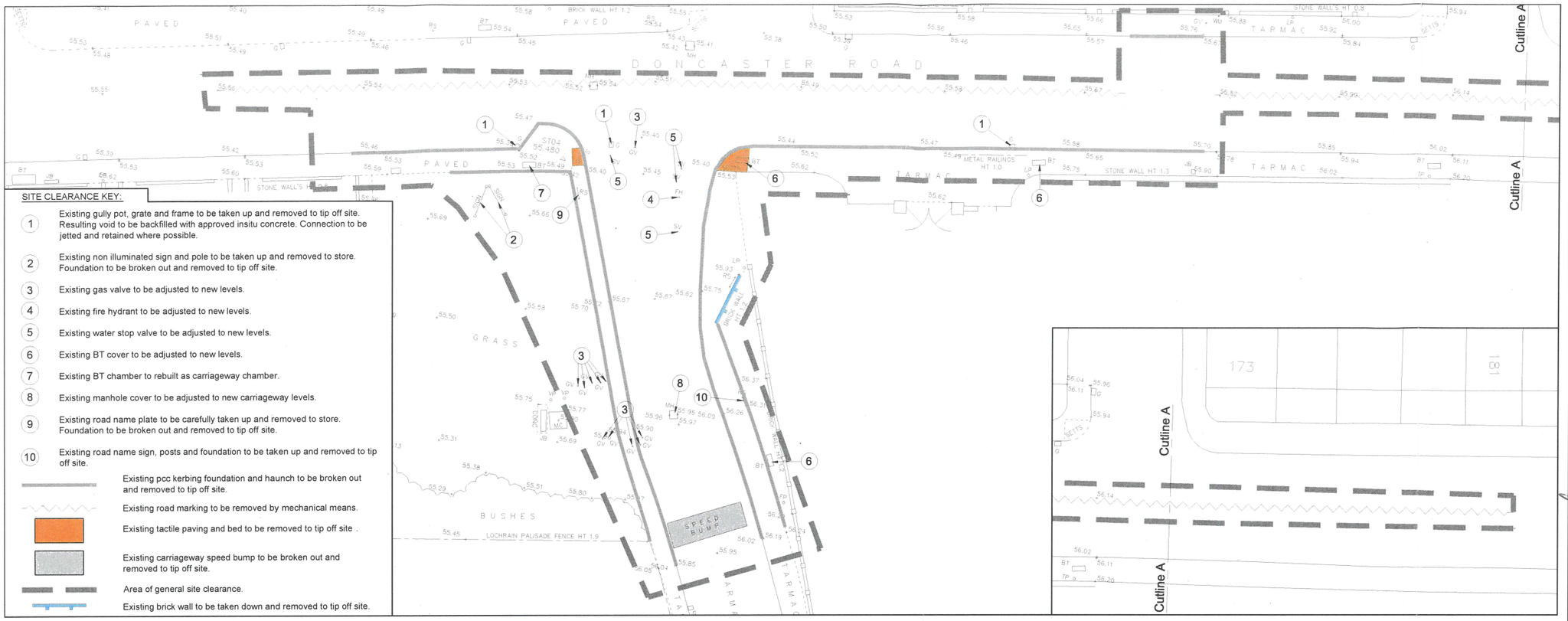
Scale: 1:250 A2 - 420 x 594 | Drawn: MA | Checked: RBC

Project: DONCASTER ROAD GOLDTHORPE

Title: LONG SECTION

Drawing No: 13/213/DE/100/002 | Revision: D

Job No: 13-213 | Date: 25.07.13



SITE CLEARANCE KEY:

1. Existing gully pot, grate and frame to be taken up and removed to tip off site. Resulting void to be backfilled with approved insitu concrete. Connection to be jetted and retained where possible.
2. Existing non illuminated sign and pole to be taken up and removed to store. Foundation to be broken out and removed to tip off site.
3. Existing gas valve to be adjusted to new levels.
4. Existing fire hydrant to be adjusted to new levels.
5. Existing water stop valve to be adjusted to new levels.
6. Existing BT cover to be adjusted to new levels.
7. Existing BT chamber to rebuilt as carriageway chamber.
8. Existing manhole cover to be adjusted to new carriageway levels.
9. Existing road name plate to be carefully taken up and removed to store. Foundation to be broken out and removed to tip off site.
10. Existing road name sign, posts and foundation to be taken up and removed to tip off site.

Existing pcc kerbing foundation and haunch to be broken out and removed to tip off site.

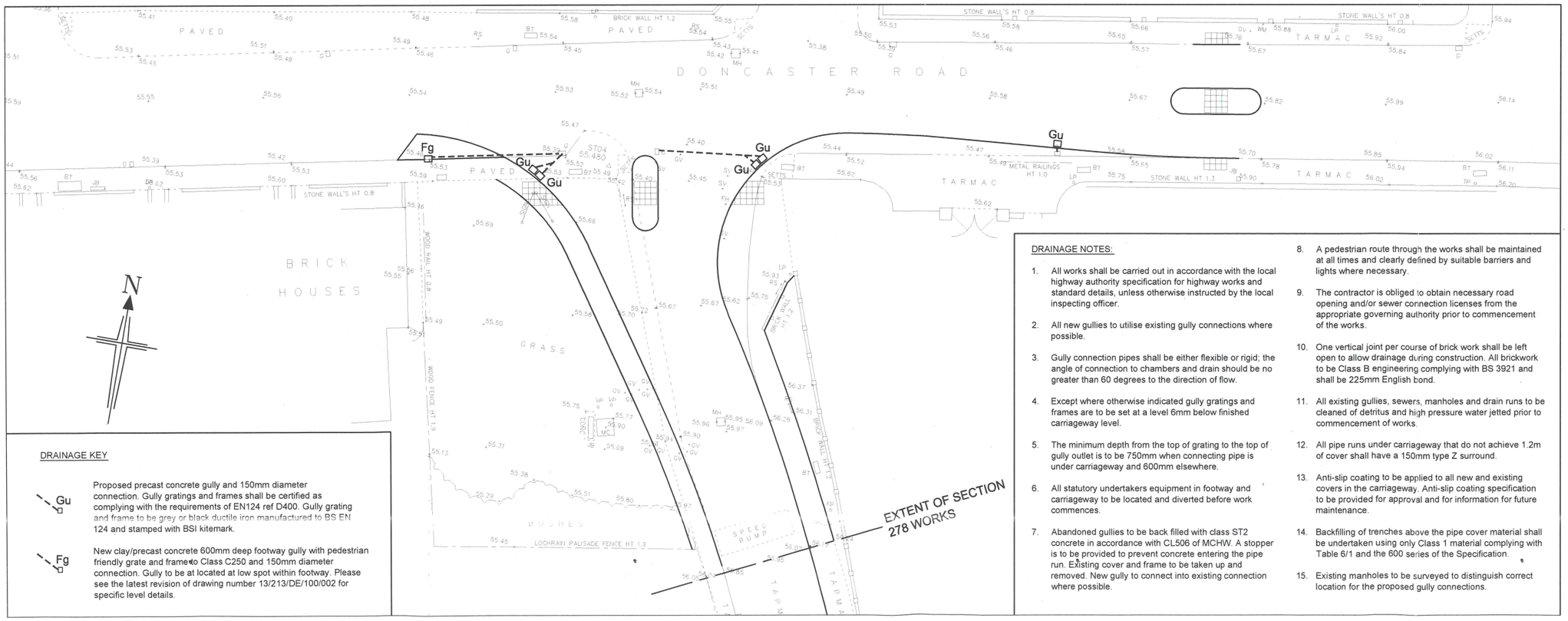
Existing road marking to be removed by mechanical means.

Existing tactile paving and bed to be removed to tip off site .

Existing carriageway speed bump to be broken out and removed to tip off site.

Area of general site clearance.

Existing brick wall to be taken down and removed to tip off site.



DRAINAGE KEY

Gu — Proposed precast concrete gully and 150mm diameter connection. Gully gratings and frames shall be certified as complying with the requirements of EN124 ref D400. Gully grating and frame to be grey or black ductile iron manufactured to BS EN 124 and stamped with BSI kitemark.

Fg — New clay/precast concrete 600mm deep footway gully with pedestrian friendly grate and frame to Class C250 and 150mm diameter connection. Gully to be at located at low spot within footway. Please see the latest revision of drawing number 13/213/DE/100/002 for specific level details.

DRAINAGE NOTES:

1. All works shall be carried out in accordance with the local highway authority specification for highway works and standard details, unless otherwise instructed by the local inspecting officer.
2. All new gullies to utilise existing gully connections where possible.
3. Gully connection pipes shall be either flexible or rigid; the angle of connection to chambers and drain should be no greater than 60 degrees to the direction of flow.
4. Except where otherwise indicated gully gratings and frames are to be set at a level 6mm below finished carriageway level.
5. The minimum depth from the top of grating to the top of gully outlet is to be 750mm when connecting pipe is under carriageway and 600mm elsewhere.
6. All statutory undertakers equipment in footway and carriageway to be located and diverted before work commences.
7. Abandoned gullies to be back filled with class ST2 concrete in accordance with CL506 of MCHW. A stopper is to be provided to prevent concrete entering the pipe run. Existing cover and frame to be taken up and removed. New gully to connect into existing connection where possible.
8. A pedestrian route through the works shall be maintained at all times and clearly defined by suitable barriers and lights where necessary.
9. The contractor is obliged to obtain necessary road opening and/or sewer connection licenses from the appropriate governing authority prior to commencement of the works.
10. One vertical joint per course of brick work shall be left open to allow drainage during construction. All brickwork to be Class B engineering complying with BS 3921 and shall be 225mm English bond.
11. All existing gullies, sewers, manholes and drain runs to be cleaned of detritus and high pressure water jetted prior to commencement of works.
12. All pipe runs under carriageway that do not achieve 1.2m of cover shall have a 150mm type Z surround.
13. Anti-slip coating to be applied to all new and existing covers in the carriageway. Anti-slip coating specification to be provided for approval and for information for future maintenance.
14. Backfilling of trenches above the pipe cover material shall be undertaken using only Class 1 material complying with Table 6/1 and the 600 series of the Specification.
15. Existing manholes to be surveyed to distinguish correct location for the proposed gully connections.

This drawing is copyright and shall not be reproduced nor used for any other purpose without the written permission of the Bryan G Hall ltd. This drawing must be read in conjunction with all other related drawings and documentation.

It is the contractors responsibility to ensure full compliance with the Building Regulations. Do not scale from this drawing, use figured dimensions only. It is the contractors responsibility to check and verify all dimensions on site. Any discrepancies to be reported immediately.
IF IN DOUBT ASK.

Materials not in conformity with relevant British or European Standards/Codes of practice or materials known to be deleterious to health & safety must not be used or specified on this project.

SITE CLEARANCE NOTES:

1. The contractor is reminded that all services should be located on site prior to any works being carried out.
2. The contractor is to hand dig any trial pits to locate any services which may be affected by the proposed works.
3. All existing electrical disconnection's and any works involving electrical equipment is to be carried out by a qualified approved electrical engineer.
4. Where existing gullies are to be backfilled the contractor must provide a stopper to prevent concrete entering the pipe run.
5. All existing gullies and gully runs to be cleaned of all detritus prior to any drainage works being undertaken. Gully runs to be proved suitable to allow highway drainage by a CCTV survey. All defects to be reported to engineer.
6. All existing road markings within the area of general site clearance to be removed in accordance with clause 1212 of the specification for highway works.

Rev:	Date:	Amendment:	DRN	CHK
E	07.11.13	Drawing altered to comments received 07.10.13.	MA	JP
D	07.11.13	Drawing altered to comments received 06.10.13.	MA	JP
C	01.11.13	Drawing altered to comments received 31.10.13.	MA	RBC
B	23.10.13	Drawing altered to comments received 21.10.13.	MA	RBC
A	15.10.13	Drawing altered to comments received 14.10.13.	MA	JP

BRYAN G HALL
CONSULTING CIVIL & TRANSPORTATION PLANNING ENGINEERS
Copyright Reserved Bryan G Hall Ltd.
E highways@bryanghall.co.uk W www.bryanghall.co.uk

Suite E8 | Josephs Well
Hanover Walk | LEEDS | LS3 1AB
T 0113 246 1555
F 0113 234 2201

Suite 11 Lighterman House
26/36 Wharfdale Road
LONDON | N1 9RY
T 0203 077 2103

Client: BEN BAILEY HOMES

Status: APPROVAL

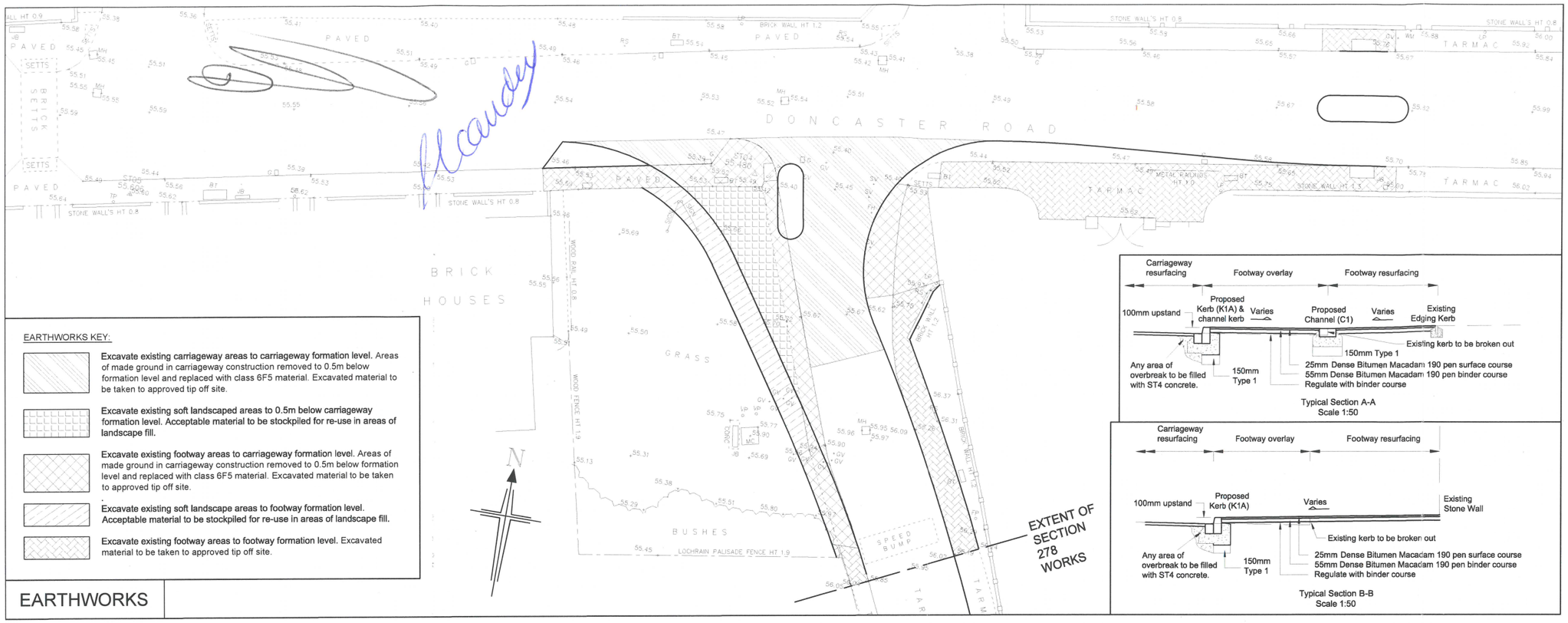
Scale: 1:250 A2 - 420 x 594 | Drawn: MA | Checked: RBC

Project: DONCASTER ROAD GOLDTHORPE

Title: SITE CLEARANCE & DRAINAGE

Drawing No: 13/213/DE/100/004 | Revision: E

Job No: 13-213 | Date: 25.07.13



EARTHWORKS KEY:

Excavate existing carriageway areas to carriageway formation level. Areas of made ground in carriageway construction removed to 0.5m below formation level and replaced with class 6F5 material. Excavated material to be taken to approved tip off site.

Excavate existing soft landscaped areas to 0.5m below carriageway formation level. Acceptable material to be stockpiled for re-use in areas of landscape fill.

Excavate existing footway areas to carriageway formation level. Areas of made ground in carriageway construction removed to 0.5m below formation level and replaced with class 6F5 material. Excavated material to be taken to approved tip off site.

Excavate existing soft landscape areas to footway formation level. Acceptable material to be stockpiled for re-use in areas of landscape fill.

Excavate existing footway areas to footway formation level. Excavated material to be taken to approved tip off site.

EARTHWORKS

Typical Section A-A
Scale 1:50

Typical Section B-B
Scale 1:50

This drawing is copyright and shall not be reproduced nor used for any other purpose without the written permission of the Bryan G Hall ltd. This drawing must be read in conjunction with all other related drawings and documentation.

It is the contractors responsibility to ensure full compliance with the Building Regulations. Do not scale from this drawing, use figured dimensions only. It is the contractors responsibility to check and verify all dimensions on site. Any discrepancies to be reported immediately.
IF IN DOUBT ASK.

Materials not in conformity with relevant British or European Standards/Codes of practice or materials known to be deleterious to health & safety must not be used or specified on this project.

EARTHWORKS NOTES:

1. All works to be constructed in accordance with the Specification for Highway Works and Local Authority construction details.
2. A pedestrian route through the works shall be maintained at all times and clearly defined by suitable barriers and lights where necessary.
13. Any areas of soft dig uncovered should be reduced by 0.5m below formation level and replaced with Class 6F2 material.

PAVEMENT NOTES:

1. All works shall be carried out in accordance with the local highway authority Specification for Highway works, unless otherwise instructed by the local inspecting officer.
2. Voids formed in the existing carriageway by removal of kerbs, etc from existing traffic islands shall be filled with concrete mix ST4.
3. The vertical joint between existing and new surfacing shall be painted with 100 pen bitumen.
4. The edge of existing carriageway to be saw cut back 300mm to sound face or as directed by the engineer.
5. Cationic bituminous emulsion shall be applied to all surfaces receiving H.R.A., D.B.M. and Thin Surfacing.
6. The contractor is to provide and maintain a pedestrian route through the works at all times and absolutely defined by suitable barriers and lights where necessary.
7. The contractor is obliged to obtain necessary road opening notices or licenses prior to commencement of the works.
8. All statutory undertakers covers and frames to be lifted to suit new carriageway levels prior to surfacing.
9. All paving details to tie into existing.
10. Before proceeding with the construction work, the setting out lines are to be agreed with the Engineer.
11. Where carriageway widening is undertaken in widths less than 1000mm concrete sub-base should be used in lieu of the sub-base and base course.
12. No limestone aggregate to be used where binder course may form a temporary running lane to public vehicles.
13. The contractor should be aware that the existing carriageway is in a poor condition and may require further remedial repairs, following completion of the initial cold milling operations. The contractor shall contact the Local Authority Engineer at least 24 hours before the milling operations are due to commence to arrange a site inspection meeting. The extent of any additional work will then be agreed between both parties.
14. Final surfacing should not be laid until all the works by Statutory Undertakers are complete.

Rev:	Date:	Amendment:	DRN	CHK
F	08.11.13	Drawing altered to comments received 07.11.13.	MA	JP

BRYAN G HALL
CONSULTING CIVIL & TRANSPORTATION PLANNING ENGINEERS
Copyright Reserved Bryan G Hall Ltd.
E highways@bryanghall.co.uk W www.bryanghall.co.uk

Suite E8 | Josephs Well
Hanover Walk | LEEDS | LS3 1AB
T 0113 246 1555
F 0113 234 2201

Suite 11 Lighterman House
26/36 Wharfdale Road
LONDON | N1 9RY
T 0203 077 2103

Client: BEN BAILEY HOMES

Status: APPROVAL

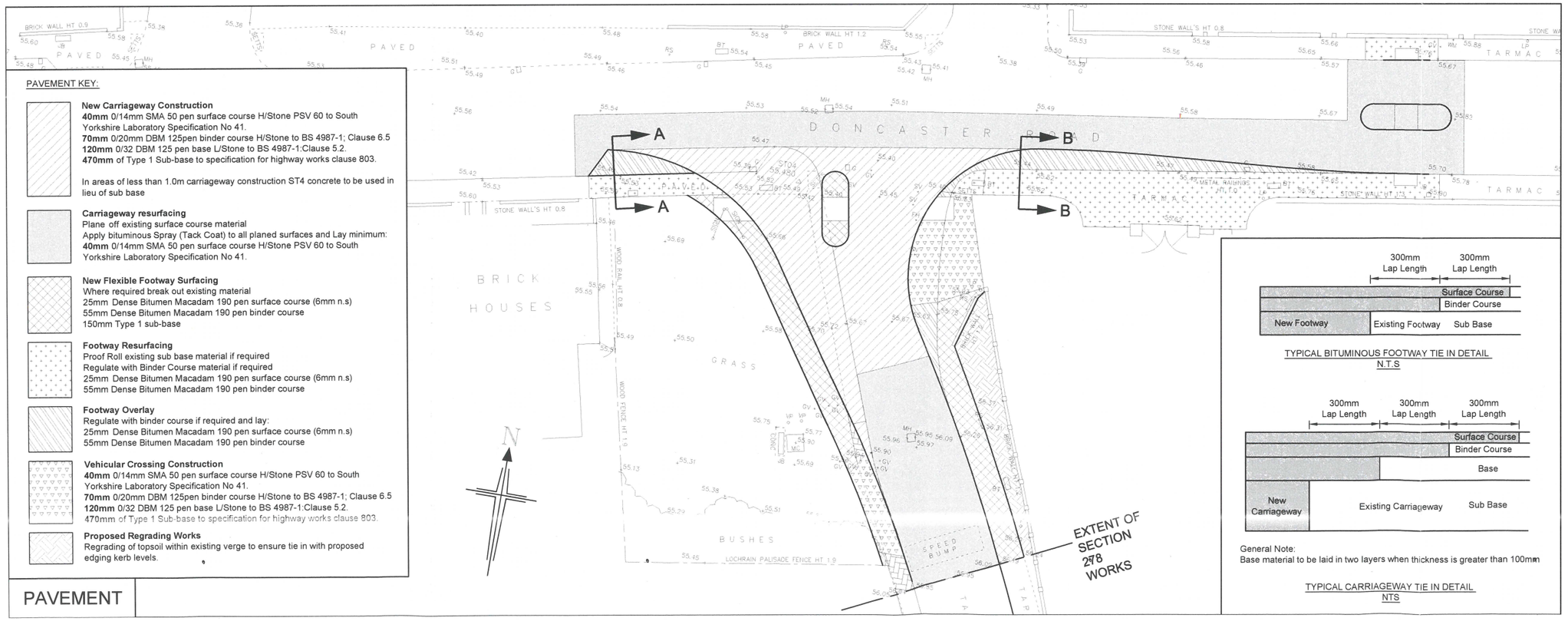
Scale: 1:250 A2 - 420 x 594 | Drawn: MA | Checked: RBC

Project: DONCASTER ROAD
GOLDTHORPE

Title: EARTHWORKS & PAVEMENT PLAN

Drawing No: 13/213/DE/100/005 | Revision: F

Job No: 13-213 | Date: 25.07.13



PAVEMENT KEY:

New Carriageway Construction
40mm 0/14mm SMA 50 pen surface course H/Stone PSV 60 to South Yorkshire Laboratory Specification No 41.
70mm 0/20mm DBM 125pen binder course H/Stone to BS 4987-1; Clause 6.5
120mm 0/32 DBM 125 pen base L/Stone to BS 4987-1:Clause 5.2.
470mm of Type 1 Sub-base to specification for highway works clause 803.

In areas of less than 1.0m carriageway construction ST4 concrete to be used in lieu of sub base

Carriageway resurfacing
Plane off existing surface course material
Apply bituminous Spray (Tack Coat) to all planed surfaces and Lay minimum:
40mm 0/14mm SMA 50 pen surface course H/Stone PSV 60 to South Yorkshire Laboratory Specification No 41.

New Flexible Footway Surfacing
Where required break out existing material
25mm Dense Bitumen Macadam 190 pen surface course (6mm n.s)
55mm Dense Bitumen Macadam 190 pen binder course
150mm Type 1 sub-base

Footway Resurfacing
Proof Roll existing sub base material if required
Regulate with Binder Course material if required
25mm Dense Bitumen Macadam 190 pen surface course (6mm n.s)
55mm Dense Bitumen Macadam 190 pen binder course

Footway Overlay
Regulate with binder course if required and lay:
25mm Dense Bitumen Macadam 190 pen surface course (6mm n.s)
55mm Dense Bitumen Macadam 190 pen binder course

Vehicular Crossing Construction
40mm 0/14mm SMA 50 pen surface course H/Stone PSV 60 to South Yorkshire Laboratory Specification No 41.
70mm 0/20mm DBM 125pen binder course H/Stone to BS 4987-1; Clause 6.5
120mm 0/32 DBM 125 pen base L/Stone to BS 4987-1:Clause 5.2.
470mm of Type 1 Sub-base to specification for highway works clause 803.

Proposed Regrading Works
Regrading of topsoil within existing verge to ensure tie in with proposed edging kerb levels.

PAVEMENT

TYPICAL BITUMINOUS FOOTWAY TIE IN DETAIL
N.T.S

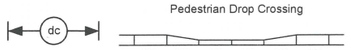
General Note:
Base material to be laid in two layers when thickness is greater than 100mm

TYPICAL CARRIAGEWAY TIE IN DETAIL
NTS

KERBING KEY:

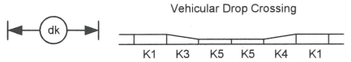
K1 = 125mm x 255mm pcc half battered (125mm upstand)
K1A = 125mm x 255mm pcc half battered (100mm upstand)
K2 = 150mm x 150mm pcc bull nose kerb (6mm upstand)
K3 = 125mm x 255mm pcc transition kerb
K4 = 125mm x 255mm pcc transition kerb
K5 = 125mm x 150mm pcc chamfered kerb (25mm upstand)
E1 = 150mm x 50mm pcc edging kerb
C1 = 255mm x 155mm precast concrete channel kerb
dk = Vehicular dropped crossing detail (see below)
dc = Pedestrian dropped crossing detail (see below)
150mm x 125mm precast channel kerb to be laid flush to carriageway adjacent to kerb

Pedestrian Drop Crossing



Length of dropped crossings vary to suit crossing detail

Vehicular Drop Crossing

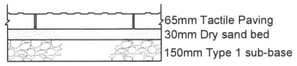


Length of dropped crossings vary to suit crossing detail

400 x 400 Buff coloured tactile paving

TACTILE PAVING:

buff coloured tactile paving (controlled crossing point)



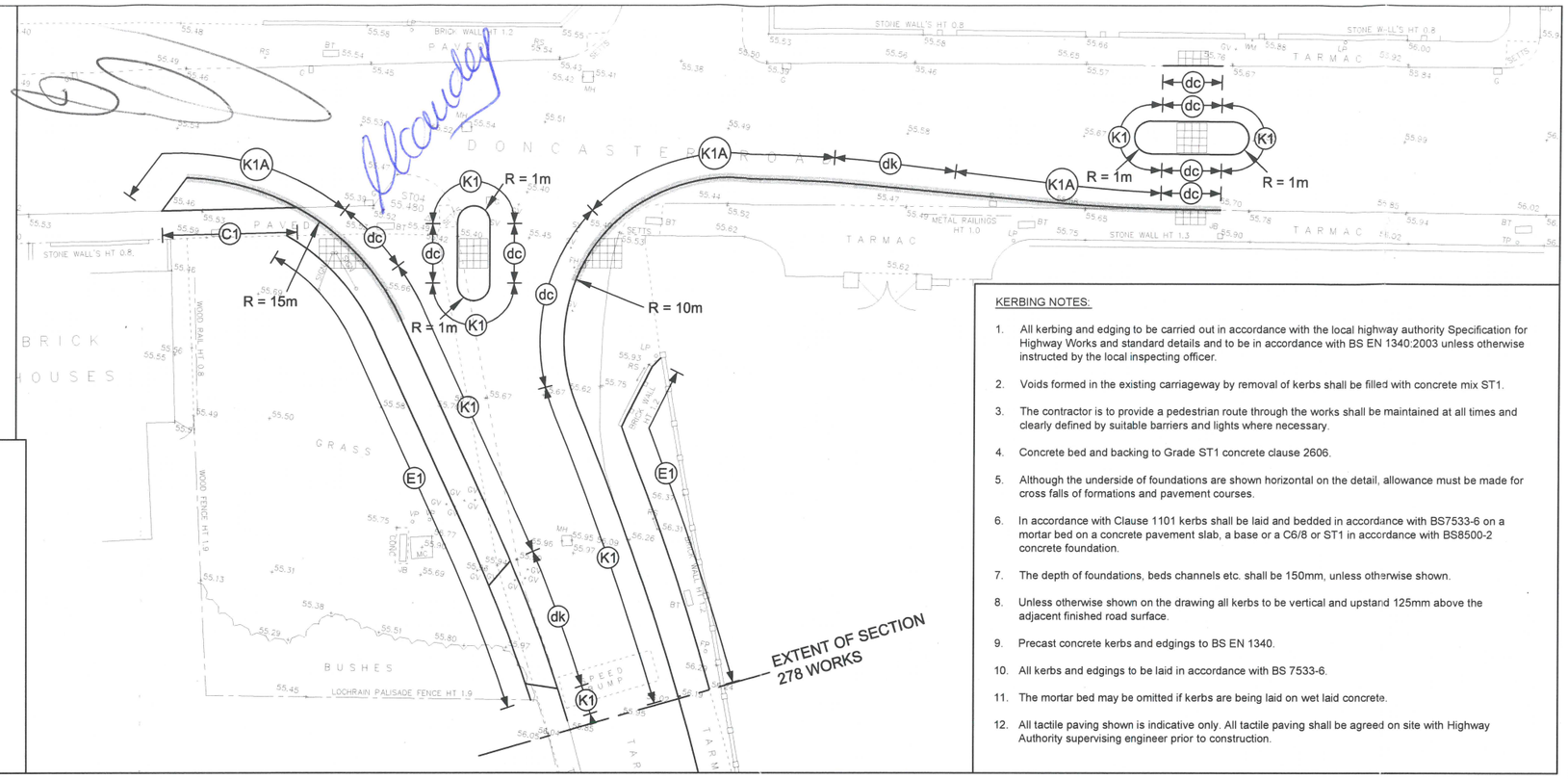
TACTILE NOTES:

1. Except where cutting is necessary,paving flags shall be 400mm x 400mm x 65mm.

2. Flags shall be laid in accordance with DETR recommendations.

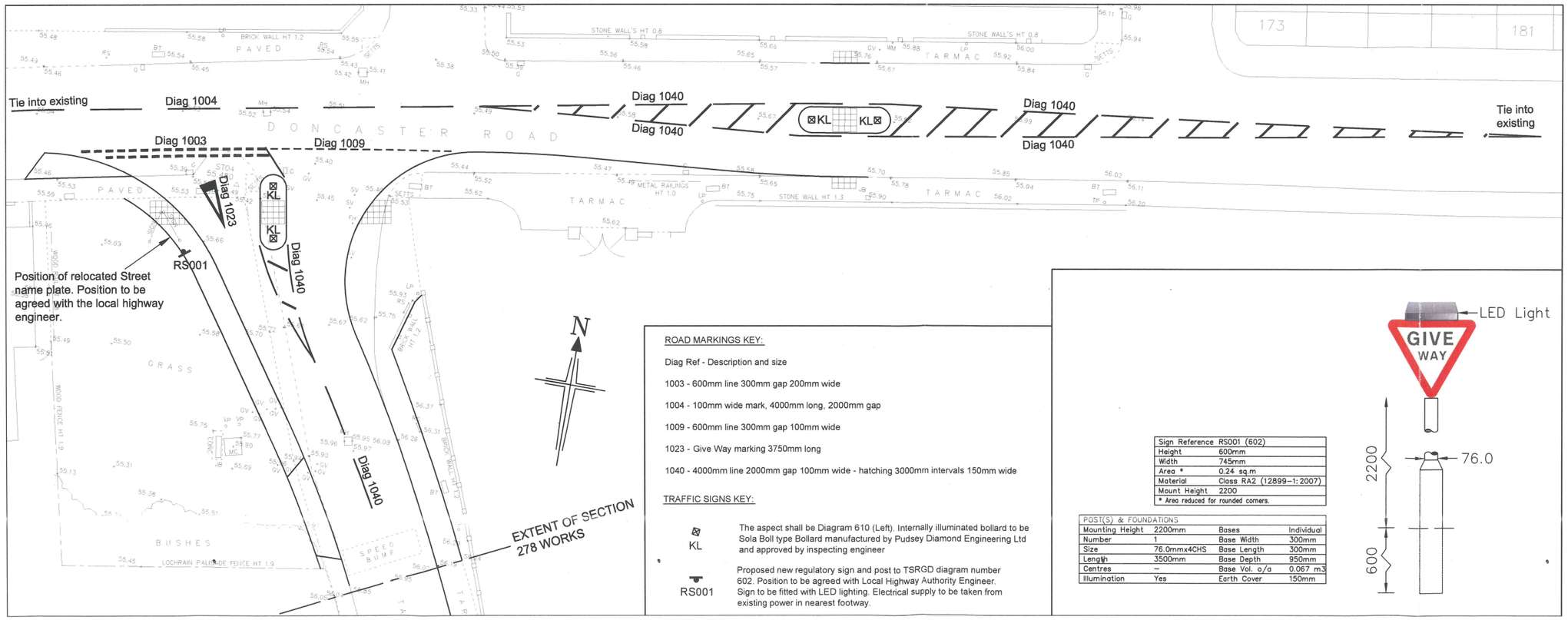
3. The dropped kerb detail to tactile paving should satisfy the requirements to figure 1 of "The Guidance on the use of Tactile Paving Surfaces" published by the DETR in November 1998.

4. All tactile paving to be bounded by pcc edgings.



KERBING NOTES:

1. All kerbing and edging to be carried out in accordance with the local highway authority Specification for Highway Works and standard details and to be in accordance with BS EN 1340:2003 unless otherwise instructed by the local inspecting officer.
2. Voids formed in the existing carriageway by removal of kerbs shall be filled with concrete mix ST1.
3. The contractor is to provide a pedestrian route through the works shall be maintained at all times and clearly defined by suitable barriers and lights where necessary.
4. Concrete bed and backing to Grade ST1 concrete clause 2606.
5. Although the underside of foundations are shown horizontal on the detail, allowance must be made for cross falls of formations and pavement courses.
6. In accordance with Clause 1101 kerbs shall be laid and bedded in accordance with BS7533-6 on a mortar bed on a concrete pavement slab, a base or a C6/8 or ST1 in accordance with BS8500-2 concrete foundation.
7. The depth of foundations, beds channels etc. shall be 150mm, unless otherwise shown.
8. Unless otherwise shown on the drawing all kerbs to be vertical and upstand 125mm above the adjacent finished road surface.
9. Precast concrete kerbs and edgings to BS EN 1340.
10. All kerbs and edgings to be laid in accordance with BS 7533-6.
11. The mortar bed may be omitted if kerbs are being laid on wet laid concrete.
12. All tactile paving shown is indicative only. All tactile paving shall be agreed on site with Highway Authority supervising engineer prior to construction.



ROAD MARKINGS KEY:

Diag Ref - Description and size

1003 - 600mm line 300mm gap 200mm wide

1004 - 100mm wide mark, 4000mm long, 2000mm gap

1009 - 600mm line 300mm gap 100mm wide

1023 - Give Way marking 3750mm long

1040 - 4000mm line 2000mm gap 100mm wide - hatching 3000mm intervals 150mm wide

TRAFFIC SIGNS KEY:

KL — The aspect shall be Diagram 610 (Left). Internally illuminated bollard to be Sola Boll type Bollard manufactured by Pudsey Diamond Engineering Ltd and approved by inspecting engineer

RS001 — Proposed new regulatory sign and post to TSRGD diagram number 602. Position to be agreed with Local Highway Authority Engineer. Sign to be fitted with LED lighting. Electrical supply to be taken from existing power in nearest footway.

Sign Reference	RS001 (602)
Height	600mm
Width	745mm
Area *	0.24 sq.m
Material	Class RA2 (12899-1: 2007)
Mount Height	2200
* Area reduced for rounded corners.	

POST(S) & FOUNDATIONS			
Mounting Height	2200mm	Bases	Individual
Number	1	Base Width	300mm
Size	76.0mmx4CHS	Base Length	300mm
Length	3500mm	Base Depth	950mm
Centres	–	Base Vol. o/a	0.067 m3
Illumination	Yes	Earth Cover	150mm

This drawing is copyright and shall not be reproduced nor used for any other purpose without the written permission of the Bryan G Hall ltd. This drawing must be read in conjunction with all other related drawings and documentation.

It is the contractors responsibility to ensure full compliance with the Building Regulations. Do not scale from this drawing, use figured dimensions only. It is the contractors responsibility to check and verify all dimensions on site. Any discrepancies to be reported immediately.
IF IN DOUBT ASK.

Materials not in conformity with relevant British or European Standards/Codes of practice or materials known to be deleterious to health & safety must not be used or specified on this project.

NOTES:

ROAD MARKING NOTES:

1. This Drawing to be read in conjunction with the local highway authority specification and the "The Traffic Signs Regulations and General Directions 2002" and Traffic Signs Manual.
2. All thermoplastic road markings should be in accordance to BS EN1871. For more information refer to Manual of Contract Documents for Highway Works Volume 1 Series 1200.
3. Siting of signs and poles to be agreed on site with Local Highway Authority Engineer. Unless otherwise directed by the Overseeing Organisation all signs shall be mounted with a clearance of 450mm from the kerb. For further information refer to Traffic Signs manual Chapter 1.
4. All traffic signs, poles and foundations to be erected in accordance with Local Highway Authority standard details and specification.
5. All existing road markings affected by the works shall be removed in accordance with clause 1212 of the Specification for Highway Works.
6. All proposed illuminated road signs and bollards to utilise existing connection where possible and laid in 50mm orange duct.
7. All ducts laid in footway to be at a minimum depth of 450mm and 750mm within the carriageway.
8. Backfilling of trenches to be in accordance with Series K of Volume 3 of the MCHW.
9. The highways contractor is to excavate and reinstate connection pits to the front of each lighting column and reinstate with type 1 sub base unless otherwise agreed with the inspecting highway officer.
10. The locations of 'Directional', 'Informatory', 'Warning', 'Regulatory', and other traffic signs are contained in the Scheme Specific Works Information and Drawing(s).
11. Posts for non-illuminated signs shall be steel tubular or rectangular hollow section and galvanised.
12. Posts for non-illuminated signs shall be fitted with base plates and the open ends shall be fitted with a suitable cap to prevent water ingress.
13. "New Road Layout Ahead" signs are to be erected on all approaches in positions to be agreed with the Highway Authority on completion of the works for a maximum period of 3 months.
14. All traffic signs and lighting columns shall be inspected by the local inspecting officer prior to being re-erected. Any signs or lighting columns deemed unacceptable will require replacing with new.

Rev:	Date:	Amendment:	DRN	CHK
D	01.11.13	Drawing amended to comments received 31.10.13.	MA	JP

BRYAN G HALL
CONSULTING CIVIL & TRANSPORTATION PLANNING ENGINEERS
Copyright Reserved Bryan G Hall Ltd.
E highways@bryanghall.co.uk W www.bryanghall.co.uk
Suite E8 | Josephs Well
Hanover Walk | LEEDS | LS3 1AB
T 0113 246 1555
F 0113 234 2201
Suite 11 Lighterman House
26/36 Wharfdale Road
LONDON | N1 9RY
T 0203 077 2103

Client: BEN BAILEY HOMES

Status: APPROVAL

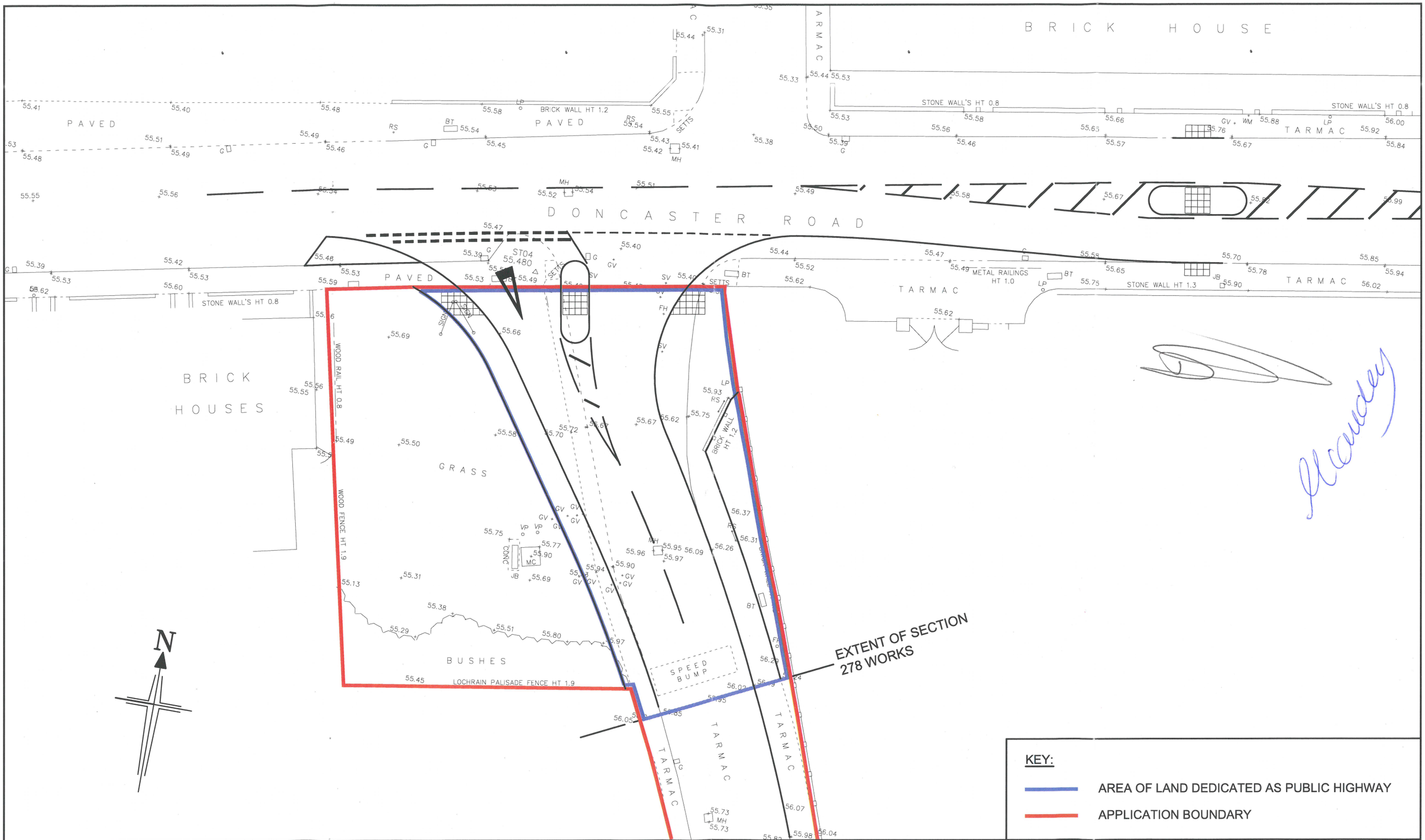
Scale: 1:250 A2 - 420 x 594 | Drawn: MA | Checked: RBC

Project: DONCASTER ROAD GOLDTHORPE

Title: KERBING, ROAD MARKINGS & TRAFFIC SIGNS

Drawing No: 13/213/DE/100/006 | Revision: D

Job No: 13-213 | Date: 25.07.13



KEY:

- AREA OF LAND DEDICATED AS PUBLIC HIGHWAY
- APPLICATION BOUNDARY

Client: BEN BAILEY HOMES

Project: DONCASTER ROAD, GOLDTHORPE

Title: LAND DEDICATION PLAN

BRYAN G HALL
CONSULTING CIVIL & TRANSPORTATION PLANNING ENGINEERS

Copyright Reserved Bryan G Hall Ltd.

E highways@bryanghall.co.uk
Suite E8 | Josephs Well
Hanover Walk | LEEDS | LS3 1AB
T 0113 246 1555
F 0113 234 2201

W www.bryanghall.co.uk
Suite 11 Lighterman House
26/36 Wharfdale Road
LONDON | N1 9RY
T 0203 077 2103

Rev:	Amendment:	Drn:	Chk:	Date:
C	Drawing altered to comments received from BCC.	MA	JP	08.11.13

Job No: 13-213 Drawn: MA Checked: RBC Date: 26.07.13

Scale: 1:250 A3 - 420 x 297

Drawing No: 13-213-DE-100-007

Revision: C

and properly incurred by the Council in respect of this Agreement ("**the abortive costs account**")

10.2 Within 28 days of the date of issue of the abortive costs account If the payments made by the Company under the foregoing provisions of this Agreement exceed the sum of the abortive costs account the Council shall refund the sum of the excess to the Company and If the sum of the abortive costs account exceeds the sum of the payment made by the Company under the foregoing provisions of this Agreement the Company shall pay to the Council a sum equal to that excess

11. NOTICES

11.1 Any notice or demand required by this Agreement to be given or made shall be in writing

12. BENEFITS

12.1 The land which is to be benefited by the Works is the land to which the planning application hereinbefore referred to relates

12.2 This Agreement will be of benefit to the public

13. ARBITRATION

13.1 The Owner and the Company hereby agrees with the Council in the event of any dispute or difference between the parties hereto arising as to the construction of this Agreement or any of the provisions hereof such dispute or difference shall be referred to the President for the time being of the Institution of Civil Engineers whose decision shall be final and binding on the parties hereto Provided that nothing in this clause shall authorise the reference to arbitration of any question as to whether the whole or any part of

the Works has been carried out and completed to the satisfaction of the Highways Officer

THE SCHEDULE hereinbefore referred to

The Works

a) alterations to existing road junction;

b) alterations to highway drainage;

c) kerbing;

d) carriageway and footway surfacing

e) provision of traffic islands and build-outs

f) provision of bollards,

g) provision of traffic signs and road markings;

h) any other works ancillary to the above.

EXECUTED by the parties hereto as a Deed the day and year first before written

THE COMMON SEAL of Barnsley)
Metropolitan Borough Council was)
hereunto affixed in the presence of:-)

Director of Legal and Governance/Authorised Signatory

No. 1172
IN REGISTER

EXECUTED AS A DEED BY)

GLADEDALE (SOUTH YORKSHIRE))

LIMITED acting by:)

Director

Director/Secretary

EXECUTED AS A DEED BY)

THOMAS BLACK LIMITED acting by:)

Director

Director/Secretary

THE COMMON SEAL of NATIONAL)

HOUSE BUILDING COUNCIL was)

hereunto affixed in the presence of :-)

BUSINESS SUPPORT MANAGER
AUTHORISED SIGNATORY

CUSTOMER SUPPORT TEAM LEADER
AUTHORISED SIGNATORY

Authorised Sealing Officer