

1. Parties:

- 1.1 the "**Developer**" means WORTH PARISH COUNCIL of 1st Floor, The Parish Hub, Bolders Arms Road, Copthorne, Crawley, RH10 3ZQ
- 1.2 the "**Council**" means WEST SUSSEX COUNTY COUNCIL of County Hall Chichester West Sussex PO19 1RQ

2. Interpretation:

- 2.1 **IN** this Agreement unless otherwise stated the following expressions where the context so admits shall have the following meanings:
- 2.2 The "**CDM**" means the Construction (Design and Management) Regulations 2015 and any successor legislation
- 2.3 a "**Competent Person in Health and Safety**" means an employee/contractor/ consultant with health and safety training experience and qualifications
- 2.4 the "**Completion Certificate**" means the certificate to be issued by the Council on satisfactory completion of the Works in accordance with Clause 12
- 2.5 the "**Director for Law and Assurance**" means the Director for Law and Assurance for the time being of the Council or any other officer of the Council authorised by him
- 2.6 the "**Drawing** " means the drawing numbered WPC25-02 Rev C annexed to this Agreement and signed by or on behalf of the parties to this Agreement and any amended such Drawing signed by or on behalf of the Proper Officer
- 2.7 the "**Estimated Works Cost**" is the sum of forty six thousand pounds six hundred and eighty pounds and sixty six pence (£46,680.66) being the amount which is in the opinion of the Proper Officer the cost of carrying out the Temporary Works within the period specified in Clause 4.1
- 2.8 the "**Final Certificate**" means the certificate to be issued on satisfactory completion of the Works in accordance with Clause 14
- 2.10 the "**Highway**" means an existing highway maintainable at the public expense
- 2.11 the "**Maintenance Period**" means the period specified in Clause 12
- 2.12 the "**Proper Officer**" means any officer of the Council for the time being appointed for the purposes of this Agreement or of any provision contained in this Agreement
- 2.13 the "**Specification**" means the Department of Transport Specification for Highway Works

- 2.14 the "**Stage 3 Safety Audit**" means an audit as defined in the Department of Transport Design Manual for Roads and Bridges 1991: Volume 5 Section 2 Part 2 GG119 as amended by the WSCC Safety Audit Adopted Policy
- 2.15 the "**Statutory Undertaker**" means a "statutory undertaker" as defined in Section 329(1) of the Highways Act 1980 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency the holder of a licence to operate telecommunication systems the Civil Aviation Authority and the holder of a licence to supply cable television
- 2.16 the "**Traffic Management Plan**" means the detailed proposals showing how the Developer plans to minimise the negative impact to any highway users throughout the duration of the works
- 2.17 the "**Works**" means the improvements alterations and additions to the Highway shown on the Drawing and specified in the First Schedule
- 2.18 **references** to clauses sub-clauses annexures and schedules are unless otherwise stated references to clauses sub-clauses recitals annexures and schedules to this Agreement
- 2.19 **the** singular number shall include the plural number and the masculine and neutral genders shall include the feminine gender and vice-versa

3. Background:

- 3.1 **THE** Council is the Local Highway Authority for highways in West Sussex
- 3.2 **THE** Developer is the estate owner in fee simple absolute in possession of the land at Bowers Place, Crawley Down in the County of West Sussex which is shown for the purpose of identification only by blue edging on the annexed plan ("the Land") and intends to carry out development on the Land
- 3.3 **THE** Developer also desires to carry out work shown coloured pale blue and yellow on the Drawing upon the Highway

THIS Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 106 of the Town and Country Planning Act 1990

IT IS HEREBY AGREED AND DECLARED by and between the parties to this Agreement as follows:

4. Developer's Liability:

4.1 **THE** Developer shall carry out and complete the Works as agent for the Council but at the Developer's expense in a good and workmanlike manner and with proper materials in accordance in all respects with Drawing and with the notes shown on Drawing and in accordance with the Specification to the satisfaction of the Proper Officer

4.2 **THE** Works shall commence within 3 months from the date of this Agreement and once the booking of the road space has been arranged (the "Commencement Date"). said the Developer shall endeavour to apply for the road space booking to be within 3 calendar months of the date of this Agreement and the Developer shall complete the Works to the satisfaction of the Proper Officer within 4 weeks of the Commencement Date

4.3 **THE** Developer undertakes not to cause any vehicular traffic restriction or interruption on the Highway nor to cause pedestrians to cross the carriageway of the Highway during the hours of 7.00 a.m. to 9.00 a.m. and 4.00 p.m. to 6.30 p.m. on Mondays to Fridays and during the hours of 9.00 a.m. to 6.00 p.m. on Saturdays in direct or indirect connection with the construction of the Works without the prior written consent of the Proper Officer

4.4 **THE** Developer hereby agrees to comply with all statutory procedures under the New Roads and Street Works Act 1991 (as amended) and the Traffic Management Act 2004 **AND FURTHER AGREES** that it will prior to the commencement of the Works give to the Proper Officer of the Council a minimum of seven days notice in writing of both the proposed date on which the Works are due to commence and the expected duration of the said Works and shall also inform the Council as soon as the Works have been completed

THE Council agrees that under its network management duty it shall prioritise all notifications given under this Section 4.4 against other requests already received by the Council and any works already programmed and shall treat all works promoters with parity

4.5 **THE** developer covenants with the Council that upon the completion of this Agreement the Developer will pay the legal costs of the Council involved in the preparation and execution of this agreement

5. Advance Publicity

- 5.1 **PRIOR** to the commencement of the Works the Developer at his own expense shall provide written notification sent by recorded delivery or hand to all businesses and residents within a radius to be agreed with the Proper Officer detailing the Works their duration and predicated impact on the road network this letter must also contain a contact name and address of the Developer should the recipients have any queries
- 5.2 **THE** Developer at his own expense will draft and arrange for the publication of a press release in a local publication no later than 1 week prior to the commencement of the Works and said press release is to detail the works their duration and predicated impact on the road network
- 5.3 **THE** written notification referred to in Clause 5.1 above shall be delivered to all businesses and residents at least 1 working day prior to the press release referred to in Clause 5.2 above being published in a local publication
- 5.4 **WORDING** for the written notification and press release referred to in Clauses 5.1 and 5.2 above is to be submitted to the Proper Officer for approval no later than 2 weeks prior to the commencement of the Works and NO written notifications or press releases relating to the Works are to be delivered or submitted to the press without the prior approval of the Proper Officer

6. Traffic Management Plan

- 6.1 **THE** Developer shall submit to the Proper Officer for his approval a Traffic Management Plan (hereinafter called “the Approved Traffic Management Plan”) to allow the safe construction of the Works
- 6.2 **NO** works shall commence until this approval shall have been given such approval not to be unreasonably withheld or delayed and thereafter the Approved Traffic Management Plan shall be fully implemented provided always that the Proper Officer may require such changes to the Approved Traffic Management Plan as seem appropriate to him in accordance with the prevailing traffic conditions

7. Features:

- 7.1 **THE** Developer undertakes that in the event of the Proper Officer employing a suitably qualified agent to check any feature (including structures) (the “Features”) included as any part of the Works or that is under or over the Highway and which in his sole

judgment requires specialist knowledge to check the design of the Features in order to gain technical approval of the Features it shall reimburse to the Council all costs incurred by it in its endeavours to gain any such technical approval within twenty-eight days of receipt of an invoice

- 7.2 **THE** Developer shall notify the Proper Officer in writing by letter not less than 48 hours prior to the commencement of all stages of excavation and concrete operations concerned with the Features

8. Statutory Undertakers - Costs:

- 8.1 **THE** Developer shall before the date specified for completion of the Works pay all reasonable charges levied by any Statutory Undertaker in connection with the removal protection or alteration of any of their apparatus required as a result of the Works
- 8.2 **IF** in any case a Statutory Undertaker requires that the Council shall be responsible for the cost of any such removal protection or alteration the Developer shall pay such cost to the Council as soon as so requested by the Proper Officer and no instruction to carry out such removal protection or alteration will be given to the Statutory Undertaker until the payment has been made

9. Access to the Site:

THE Developer shall during the carrying out of the Works give to the Proper Officer and any other officer of the Council access to every part of the Land for the purpose of inspecting the Works and all materials used or intended to be used for the purpose of the Works

10. Procedure for Inspection and Issue of Certificates:

WITHIN fourteen days of receipt of a written application by letter from the Developer for the issue of a Final Certificate pursuant to this Agreement and within twenty-eight days of a written application by letter from the Developer for the issue of a Completion Certificate pursuant to this Agreement the Proper Officer shall inspect the works to which the application relates and where necessary provide the Developer with a definitive list in writing by letter of any remedial works required to be carried out before the issue of that Certificate and any such remedial works shall be subject to the same inspection procedure detailed in this Agreement until such time as they shall be

completed to the satisfaction of the Proper Officer who within twenty-eight days shall issue the relevant Certificate

11. The Stage 3 Safety Audit:

11.1 **THE** Developer shall at its own expense appoint an independent company/consultant to carry out the Stage 3 Safety Audit of the Works

11.2 **ON** completion of the Stage 3 Safety Audit the Developer shall:-

- (a) submit to the Proper Officer the independent company's/consultant's report on the Stage 3 Safety Audit detailing its findings
- (b) carry out at its own expense the Stage 3 Safety Audit remedial works to the satisfaction of the Proper Officer prior to the issuing of the Part 2 Certificate and the Completion Certificate

12. Completion Certificate:

ON completion of the Works and the Stage 3 Safety Audit remedial works to his satisfaction the Proper Officer shall issue his Completion Certificate to the Developer and from that date the Maintenance Period of twelve calendar months shall commence to run

13. Obligations During the Maintenance Period:

DURING the Maintenance Period:

- (a) the Developer at its 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. Final Certificate:

PRIOR to the expiration of the Maintenance Period the Developer shall without delay and at its own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the Maintenance Period (including any defect in or damage to the road surface water system) of which it has

been notified in writing by the Proper Officer so that the Works comply with the Specification

and then provided that:

- (a) the Developer has paid to the Council all amounts due to the Council under this Agreement; and
- (b) any necessary reinstatement or other works (including the Stage 3 Safety Audit remedial works if any) have been completed to the satisfaction of the Proper Officer; and
- (c) the Developer has delivered to the Proper Officer drawings showing the Works as constructed and an electronic plan showing the layout of the Road in accordance with the format described in the Second Schedule; and

the Proper Officer shall issue his Final Certificate relating to the Works to the Developer

15. Proper Officer's Powers:

ANY decision of the Proper Officer under the provisions of this Agreement shall be final and binding upon the parties to this Agreement

16. The Management of Health and Safety at Work:

16.1 THE Developer and their appointed contractor shall comply with the Health and Safety at Work etc Act 1974 and all other current relevant legislation approved codes of practice British-European Harmonised Standards and relevant industry best guidance applicable to the safe undertaking of the Works

16.2 THE protection of the general public is to be given paramount importance by the Developer and the particular attention of the Developer is drawn to the following non-exhaustive list of legislation most applicable to highway works and with which the Developer is to comply as a condition of this Agreement:

- 1. Chapter 8 - Traffic Signs Manual 2009
- 2. The New Roads and Street Works Act 1991 and Approved Code of Practice - Safety at Street Works and Road Works (2013)
- 3. The Construction (Design and Management) Regulations 2015 and any successor legislation
- 4. Traffic Signs (Amendments) Regulations and General Directions 2017
- 5. The Lifting Operations and Lifting Equipment Regulations 1998
- 6. Provision and Use of Work Equipment Regulations 1998

7. The Management of Health and Safety at Work Regulations 1999
8. The Control of Substances Hazardous to Health Regulations 2002
9. The Control of Substances Hazardous to Health (Amendments) Regulations 2004

17. Competence of Contractors Engaged on Highway Works:

- 17.1 **THE** Developer shall have suitable and sufficient safe working systems in place for ensuring that all contractors engaged on the Works are competent to fulfil their relevant functions pursuant to the CDM and any other applicable legislation and subsequent amending legislation and evidence of the existence of such systems shall be provided to the satisfaction of the Proper Officer at the Proper Officer's request
- 17.2 **THE** Developer shall ensure that a Competent Person in Health and Safety is employed until the issue of the Final Certificate
- 17.3 **THE** Developer shall appoint a supervisor qualified in accordance with the provisions of Section 67 of the New Roads and Street Works Act 1991 and any subsequent amending legislation until the issue of the Final Certificate

18. Periodic Inspection of the Works:

- 18.1 **THE** Developer shall permit the Proper Officer to have unfettered access to all parts of the Works and the Land for the purpose of the giving of health and safety advice and taking any action deemed necessary by him to ensure the protection of the general public employees of the Council and others as applicable having regard to the principal/main contractor's obligations and responsibilities under health and safety legislation
- 18.2 **THE** right of the Proper Officer to enter upon the site of the Works and his taking or requesting actions that in his absolute discretion are necessary for reasons of health and safety shall not in any way lessen the primary obligation of the Developer or that of any contractor in its employ to comply with all health and safety legislation

19. Health and Safety File:

- 19.1 **UPON** the issue of the Final Certificate the Developer shall provide the Council with information from the health and safety file (as defined by the CDM) which is relevant to the Works
- 19.2 **THE** information content shall be proposed by the contractor for approval by the

Proper Officer and as specified by the Proper Officer

20. Administration and Inspection Fee:

20.1 **ON** or before the execution of this Agreement the Developer shall pay to the Council the sum of three thousand and fifty nine pounds (£3,059) in respect of the costs incurred by the Council in administration and in inspecting the Works being the minimum fee

20.2 **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 it 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 **UNLESS**

- a) the Council was specifically invited to inspect a particular element of the Works; and
- b) the Council failed to inspect those Works in accordance with the terms of this Agreement or carried out an inspection of that element of the Works but did not uncover any fault; and
- c) the loss damage or injury was specifically related to the element of the Works that the Council was invited to inspect; and
- d) the fault in the Works would have been identified in the normal course of an inspection carried out by a local highway authority acting reasonably.

21. Determination by the Council:

IF the Developer fails to perform or observe any of the conditions stipulations or obligations on its part contained in this Agreement or if the Developer becomes insolvent the Council may without prejudice to any of their rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 22 and 23) by notice in writing signed by the Director of Law and Assurance and delivered to the Developer or sent by post to the address stated in this Agreement

22. Power to Execute Works in Default:

WITHOUT prejudice to Clauses 4 and 21 if the Developer fails to execute or complete the Works in accordance with the Developer's obligations contained in this Agreement the Council shall after not less than twenty-eight days' notice in writing to the Developer be entitled to execute or complete the works to which the notice relates 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

23. Council's Covenants:

THE Council hereby covenants with the Developer

- a) to use its best 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
- b) to apply any monies received from the Developer as mentioned in Clause 22 towards the expenditure involved in executing or completing the Works and maintaining and making good all defects for a period of twelve months after completion

24. Specification to Take Precedence:

IN the event of any conflict between any provision of the Specification and anything shown on the Drawing including any details or particulars the provisions of the Specification (together with any applicable supplemental specification details not covered by the Specification) shall take precedence over any such thing details or particulars and over any specification produced by the Developer or its agent

25. Indemnities:

- 25.1 **THE** Developer shall indemnify the Council in respect of any actions charges claims costs damages demands expenses or proceedings (including claims relating to the infringement or disturbance or destruction of any right easement or privilege) arising out of or in connection with or incidental to the carrying out of the Works and their subsequent use other than those arising out of or in consequence of any act or default of the Council

- 25.2 **THE** Developer shall have the Council's interest endorsed on an existing policy of insurance to cover the indemnity in Clause 25.1 and the certificate of insurance shall be produced to the Director of Law and Assurance prior to the commencement of the Works
- 25.3 **THE** Policy shall have a minimum third party public liability cover of £10m (the "Cover") and the Developer hereby undertakes to maintain the Cover until the issue of the Final Certificate and on notice from the Director of Law and Assurance the Developer shall increase the Cover to such additional amount of cover as specified in the notice
- 25.4 **THE** Developer shall indemnify the Council in respect of claims for compensation under Section 10 of the Compulsory Purchase Act 1965 and claims under Parts I and II of the Land Compensation Act 1973 arising out of or in connection with or incidental to the carrying out of the Works and their subsequent use other than those arising out of or in consequence of any act or default of the Council
- 25.5 **FOR** the avoidance of doubt such indemnification referred to in Clause 25.4 includes compensation payments under Part I of the Land Compensation Act 1973 and all fees reasonably incurred by claimants and those of the Council or its agent or contractor in negotiating any claims (together with Value Added Tax payable upon the claimants' professional advisors' fees) and statutory interest payments to claimants and their professional advisors together with the Council's reasonable legal costs in making such payments of compensation fees and interest

26. Materials Sampling and Testing:

THE Developer shall pay for the cost of sampling and testing the materials used or intended to be used in the Works as required by the Proper Officer whether carried out by the Developer or in his absolute discretion by the Proper Officer and the Developer shall if it has carried out such sampling and testing send to the Proper Officer without delay the results of such tests for his approval

27. Adherence to the Specification:

THE Developer shall at its own expense produce any evidence that the Proper Officer may require in order to verify that it has constructed the Works in accordance with the Specification

28. Arbitration:

IN the event of any dispute as to the construction of the Works the dispute shall be referred to an independent expert who shall be a chartered civil engineer 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 whose decision shall be final and binding on the parties to this Agreement 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

29. Rights of Third Parties:

FOR the avoidance of doubt it is agreed and declared that:-

- 29.1 **NOTHING** in this Agreement shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
- 29.2 **NOTHING** in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Agreement
- 29.3 **NOTWITHSTANDING** the provisions contained in Clauses 29.1 and 29.2 a party who is the permitted successor to or an assignee of the rights of a party is deemed to be a party to this Agreement
- 29.4 **THIS** Agreement may be rescinded or varied without the consent of or the need to give any notice to any person not a party to it

30. Assignment:

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

31. Jurisdiction and legal effect

- 31.3 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.
- 31.4 If any provision in this Agreement shall in whole or in part be found (for whatever reason) to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 31.5 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Agreement shall constitute a continuing waiver, and no such waiver shall prevent the Council

from enforcing any of the relevant terms or conditions, or from acting upon any subsequent breach or default.

- 31.6 The provisions of this Agreement (other than this clause which shall be effective in any event) shall be of no effect until this Agreement has been dated.

THE FIRST SCHEDULE

Conversion of an existing footway and grass strip on the west side of Bowers Place to carriageway providing 18 on-street parking spaces and all other associated works described in the Specification and shown on the Drawing

THE SECOND SCHEDULE

Specifications for as “As built” AutoCAD drawings:-

1. The model units of the drawing must be in accurate OS national grid co-ordinates (ie in the British National Grid Co-ordinate System).
2. The electronic drawings must only contain the layers/features that show the position of the new road(s) and properties - not additional engineering items such as street lighting/drainage etc. Additionally, existing map data must not be included. Alternatively, all new features must be collaborated into distinct layers ie drainage as one layer, properties in one layer, property boundaries in one layer, thus enabling the County Council to turn the other unwanted layers off.
3. The extent of the AutoCAD drawings must not be larger than the actual extent of the features.
4. Any text must be in a simple Truetype font.
5. The drawing must be in 2D, not a 3D model.

The drawing should be emailed to the Proper Officer in accordance with the provisions of clause

14

Executed by the parties as a deed and delivered on the date stated at the beginning of this Agreement.

.....

Councillor

Name:

.....

Councillor

Name:

In the presence of the Clerk:.....

**Executed by WORTH PARISH COUNCIL
acting by two councillors as duly authorised
by its Standing Orders**

**THE COMMON SEAL of WEST SUSSEX
COUNTY COUNCIL** was hereunto affixed
in the presence of:

Authorised Signatory

DATED

2026

WORTH PARISH COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

A G R E E M E N T

under Section 278 of the Highways
Act 1980 Section 111 of the Local
Government Act 1972 and Section 1 of the
Localism Act 2011 and Section 33 of the Local
Government (Miscellaneous Provisions) Act 1982
and Section 106 of the Town and Country
Planning Act 1990
in connection with Bowers Place, Crawley Down,
West Sussex

SECTOR B
SECTOR A

Existing footpath (bay P18) to be broken out.

EXTRACT
BOX A

Important!
The yellow line indicates the approximate position of a 63 PE gas main approximately 0.7m deep from the east side of Bowers Place across the road and parallel to the existing footpath at the north side of the Village Green. Safe digging practices to HSG47 must be used to establish and verify the actual position, prior to commencing the abutment works between the new path and the existing path and the extended highway carriageway, formed by using the existing verge area to the west of Bowers Place.

Crossover point to be provided for access by Worth Parish Council.
Two rows of 200mm x 100mm granite setts laid on mortar bed on 150mm C25 concrete bed on 150mm MOT Type well consolidated sub-base.
Three galvanised folding locking posts (with common key) to be installed.

200x100 Granite Setts
with 100mm upstand

EXTRACT
BOX B

Location of new bollards to be agreed on site.

GENERAL NOTES:

- All dimensions are in metres.
- All areas are approximate.
- A C.A.T scan is required of the whole project area prior to commencement.
- On completion of construction all existing grass areas are to be made good to pre-construction standards.
- All principle levels are to be site checked prior to commencement.
- WPC will be responsible for all grass areas and tree maintenance to the west side of the area of operations.

WEST SUSSEX COUNTY COUNCIL DRAWING NOTES:

- No works shall commence within the existing public highway until the Agreement is signed.
- Any soft spots within the proposed highway shall be dug out and the void backfilled in layers up to formation level with selected granular material as directed and to the satisfaction of the Highways Inspector.
- All fill material up to foundation level of the proposed highways to be approved and compacted in layers as directed and to the satisfaction of the Highways Inspector.
- Any damage caused to the existing highway during the course of the works to be repaired as directed and to the satisfaction of the Highways Inspector and/or Area Engineer.
- Continuity of access to occupied areas to be maintained to satisfaction of Highways Inspector, Area Office Engineer and/or Local Authority.
- Any abandoned/redundant pipes and chambers that fall within the proposed highway shall be grubbed up and the void backfilled in layers up to formation level of the carriageway with selected granular material or permanently filled with concrete (or similar filler).
- All redundant connections in existing manholes/chambers that are affected by the works shall be sealed and the benching made good as directed and to the satisfaction of the Highways Inspector and/or utility company involved.
- Any existing live drains, sewers, ducts, cables, etc. that will pass under the proposed highway shall be surveyed, probed, traced, rodged, jetted, CCTV'd, etc. to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Any existing live manholes, chambers, boxes, etc. that will be located within the proposed highway shall be surveyed to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Developer/Contractor to provide suitable and effective wheel washing facilities to prevent mud from being conveyed onto the public highway and to provide the means to clean the highway to the satisfaction of the Highways Inspector, Area Engineer and/or Local Authority.
- No concrete to be poured or laid in temperatures below 2deg C on a falling max/min thermometer or before the temperature reaches 2deg C on a rising max/min thermometer (to be provided by the Contractor and displayed in a position agreed by the Highways Inspector).
- All road signs and markings to comply with the Traffic Signs Manual.
- All road markings to be thermoplastic.
- Contractor to comply with Chapter 8 of the Traffic Signs Manual 2009.
- Refer to WSCC 278/38 Highway Agreement Standard Details drawings 01-36 and revision thereof.
- Highway Inspector to approve all kerb and/or edging line and level on site with the main contractor prior to instalment. The Highway Inspector will direct the contractor accordingly to achieve a satisfactory finish which may deviate from the technically approved detailed drawings. The contractor will record all variances for the 'as-built' drawings issue.
- *All adoptable highway works to be carried out in accordance with the DT Specification of Highway Works or as amended by the West Sussex County Council Standard Details - both available on the Internet.*

200x100 Granite Setts
with 100mm upstand

Replacement edging over this area on west side only

200x100 Granite Setts
with 100mm upstand

EXTRACT
BOX C

200x100 Granite Setts
with 100mm upstand

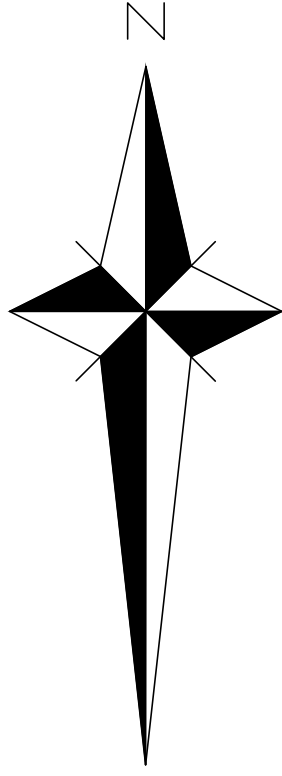
Parking bay diagram 1028.6

Replacement fence to be set back to allow construction of new footpath link to the Village Green

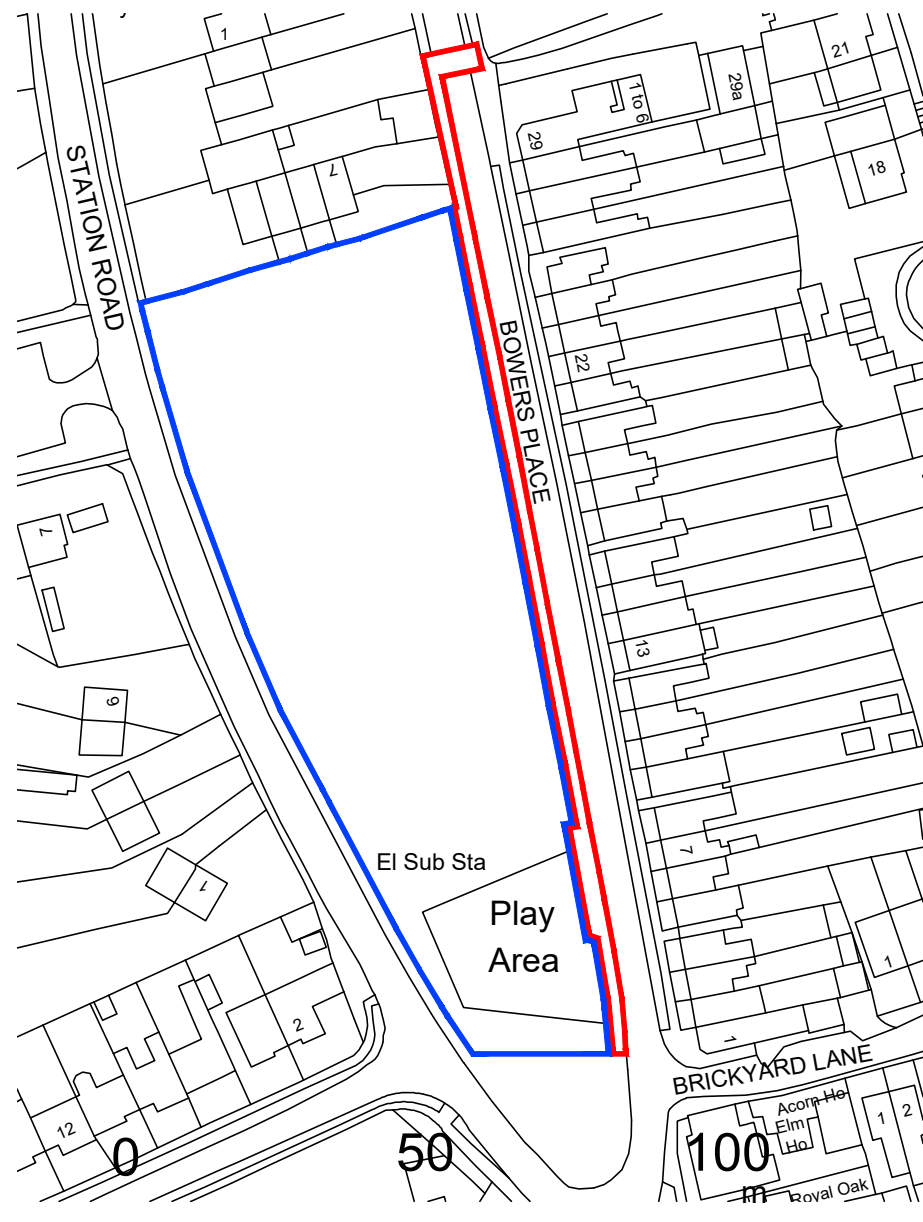
PLAY AREA

DATUM FOR ALL LEVELS
117.92 Top of ICT

SECTOR A - 1:200

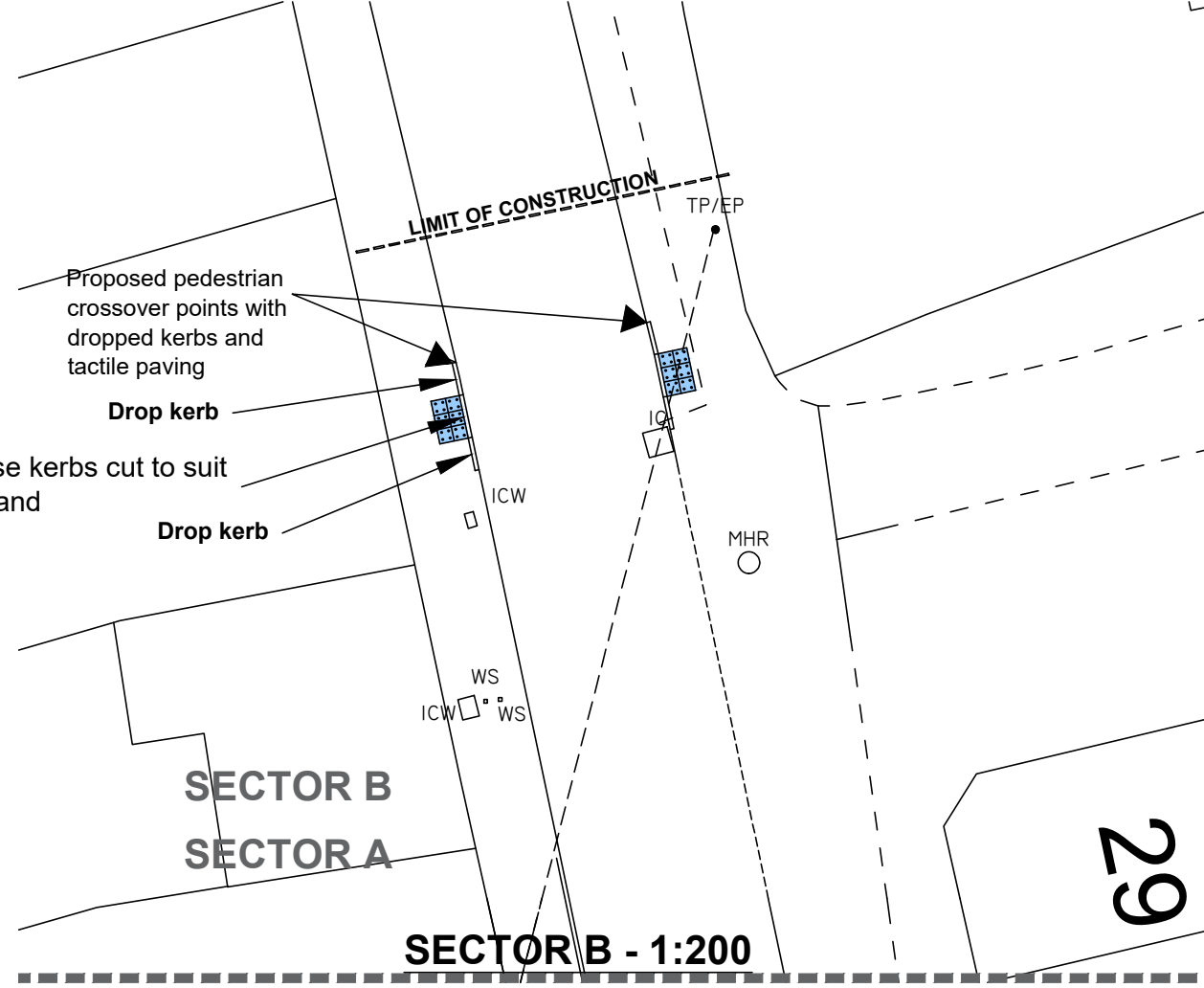


- Application site boundary
- Land adjoining application site boundary owned by Worth Parish Council
- Public highway boundary



LOCATION PLAN - 1:1250

All exiting road gullies within the vicinity of the Sec 278 proposed area to be jetted to ensure efficiency of the existing drainage system prior to completion of the works



SECTOR B - 1:200

- KEY:
- S278 Carriageway
 - S278 Footway
 - Existing Highway boundary
 - Bollard in Plastic or Cast Iron Finish as shown on WSCC Drg S278/38/17 REV B

Important!
All the dwellings within the construction area are provided with overhead power and telecom utilities from poles on the west side of the road. The power supplies to the houses are low voltage.

The contractor will need to be compliant with HSE Guidance Note GS6 (Fourth Edition) and make the necessary arrangements with UK Power Networks for working near overhead lines connected to buildings.

Existing footpath (bays P1-P3) to be broken out, full depth reconstruction to be constructed finished levels to align with new kerbs

Existing grass verge to be excavated and replaced with new pathway construction.
Existing kerb line to be replaced.
Five 250mm diameter bollards set 450mm from front of kerb face at equal centres.

Existing pedestrian crossover point with dropped kerbs and tactile paving

C	Approved for construction	21/01/26	MW	NS
B	Revised to comments	15/01/26	MW	NS
A	INITIAL ISSUE	15/12/25	MW	NS
Rev	Amendments	Date	Dsn	Chk
Status				
CONSTRUCTION				
Client				
Worth Parish Council				
Architect				
Project				
Bowers Place, Crawley Down, RH10 4HY				
Title				
Section 278 Provisional Agreement Layout				
Date		Scale @ A1		
27/08/2025		1:200 and 1:1250		
Clients Ref.		Project Ref.		
		14179		
 Civils & Transport Maple House, 192-198 London Road, Burgess Hill, West Sussex, RH15 9RD Tel:01444 871444 Web: www.gtacivils.co.uk				
Drawing Number			Rev.	
WPC25-02			C	