

THE QUAYS, BARRY WATERFRONT SPECIFICATION FOR RETAIL SITE SERVICING

Site Remediation

1. Ground water contamination is to be remediated by a specialist sub-contractor employed by the Seller's principal contractor. These remediation works, which are to be undertaken with the approval of the EA, involve the pumping of contaminated groundwater out of the ground and its treatment prior to its removal off-site. The works are to be supervised by a geotechnical consultant employed by the principal contractor and are to be certified complete when the EA is satisfied. Whilst the groundwater remediation works are underway the Buyer is to be permitted access to the Retail Site to inspect progress. Upon completion the Buyer is also to be permitted to undertake their own verification of the groundwater remediation. However, if any untreated contamination is identified as a result of the Buyer's verification exercise then further remediation will only be undertaken by the Seller if the EA's approval has not been forthcoming.
2. All existing subsoil, underlying the site to a depth of 1.0m below formation, is to be screened in order to remove deleterious material. Any over-sized particles in the remaining spoil are to be crushed or disposed of, and the screened material is to be re-deposited in the 1.0m deep layer below formation. The formation is to be graded to a plane surface 0.6m below the site's boundary levels as detailed in the Constraints Plan. Any residual obstructions, at buried depths in excess of the 1.0m below formation, are to remain in-situ with cut-down obstructions being surveyed for the Buyer. Should any obstruction, to the specified depth of 1.0m below formation, be found during the Buyer's development of the Retail Site then the Buyer shall notify the Seller of the obstruction together with an estimate of its removal cost. The Buyer's removal cost shall be agreed between the Buyer and the Seller acting reasonably and in the event of disagreement shall be determined by an Expert, pursuant to the terms of the Agreement for Sale. Payment will be made by the Seller within 21 days of a receipt by the Seller of evidence of such agreed costs or as determined by the Expert.
3. Vertical band drains are to be installed and a surcharge applied to a drainage corridor, passing through the Retail Site, to induce settlement into the underlying alluvium before laying a new 450dia gravity foul sewer in the corridor for Welsh Water (DCWW). The laying of this sewer is specified in paragraph 10 below.
4. Subject to paragraph 6 below, similarly band drains are to be installed and a surcharge applied to the PFS area; the store's southern threshold; and the store's unloading area; in accordance with a design prepared by the Seller's geotechnical engineers Integral Geotechnique. Details of this design have already been supplied to the Buyer in the consultant's Technical Note 3. When the designed settlement is complete the surcharge is to be removed to the site's formation.
5. A geotextile is to be installed across the whole site formation and imported 6F2 material deposited above to depths of 300mm beneath the proposed store, and 150mm elsewhere. . . In accordance with Technical Note 3 the earthworks are to be completed 6 months before the site is to be handed over to the Buyer in order

to induce settlement into the underlying alluvium. Subject to paragraph 6 the means of inducing settlement is to be redesigned by the Seller's principal contractor

6. Under a Design & Construct Contract the Seller is transferring the design of the remediation works, described in paragraph 4 and 5 above to a principal contractor. That contractor will therefore be employing his own geotechnical consultant to revise the design of the remediation works described in paragraphs 4 and 5 above to improve its settlement performance.. The Seller is to keep the Buyer fully informed of any changes from the Technical Note 3 strategy. The Seller is to consult with the Buyer as to the revised design of the remediation works and shall give due and reasonable consideration to any reasonable comments made by the Buyer in the course of the consultation.
7. All groundwater treatment and earthworks, described in paragraphs 1 to 6 above, are to be completed by the Seller's principal contractor eleven months from the unconditional date specified in the Agreement for Sale.

Existing Utility Apparatus (DCWW 800dia foul rising main)

8. An existing DCWW 800dia foul rising main is aligned beneath the proposed Barry Island Link Road (BILR). The Buyer's attention is drawn to the location of this existing main because its condition is to be monitored to a testing regime designed by Arup to ensure that the main remains serviceable during the construction of the BILR. As part of this monitoring exercise Arup has specified a 6m wide *Protection Zone* either side of the main within which any construction works are to be the subject of risk assessments and method statements agreed with DCWW. For the Seller's information the as-built location of the rising main is shown for illustrative purposes only on the Constraints Plan.
9. Along the western frontage of the Retail Site adjacent to the proposed BILR the Seller needs to provide DCWW with an easement 3.0m wide each side of their 800dia rising main and for the laying of new utility mains. This has come about because over this length the existing rising main is located beneath the new road's back of footway thereby precluding the laying of utility service mains in the footway. The easement strip is shown for illustrative purposes only coloured orange on the Constraints Plan. When the main is trial pitted and surveyed by the Seller's principal contractor the easement strip will be accurately detailed on the Constraints Plan and a copy will be supplied to the Buyer.

Diversion of Existing Utility Apparatus

10. The existing DCWW 450dia. gravity foul sewer, which is currently aligned beneath the proposed BILR, is to be diverted through the Retail Site on an alignment detailed in the Constraints Plan. The resulting trench is to be backfilled as an engineered fill. The easement width (E) for this sewer varies with its depth (D) below finished ground level whereby $E = 2D$; therefore for the Buyer's guidance the easement width between points B and C on the Constraints Plan is 11.2m.

11. The existing DCWW 225dia cast iron water main is to be diverted out of the Retail Site and, when made redundant, it is to be grubbed-out and the resulting void backfilled as an engineered fill.
12. The existing Wales & West Utilities 225dia LP gas main is to be diverted out of the site and, when made redundant, it is to be grubbed-out and the resulting void backfilled as an engineered fill.
13. For the backfilling operations described in paragraphs 10 to 12 above, the engineered fill is to comprise of processed site won material placed in compacted layers in accordance with the DTp Specification for Highway Works (latest edition). These works are to be completed before the geotextile and 6F2 material, detailed in paragraph 5, is placed.
14. The diversionary works detailed in paragraphs 10 to 13 above are to be completed by the Seller's principal contractor eleven months from the unconditional date specified in the Agreement for Sale.

Temporary Construction Access

15. Construction Access to the site is to be made available from Fford Y Mileniwm for use by the Buyer's contractors eleven months from the unconditional date specified in the Agreement for Sale. The temporary haul road is likely to follow the alignment of the Mole Access Road although it has to be accepted by the Buyer that the route may have to be varied from time to time by the Seller's principal contractor.

Permanent Road Access

16. The BILR, coloured pink on the Constraints Plan, is to be constructed by the Seller's principal contractor between the existing road, Fford Y Mileniwm, and Junction 3 serving the Retail Site. The detailed design of the BILR has been supplied to the Buyer in the form of tender drawings prepared for the construction of the road. Prior to construction work starting on site the Seller may be required to make minor adjustments to the Retail Site boundary as part of the highway authority's technical approval process. It is agreed by the Buyer that such adjustments will be accommodated by the Buyer provided that they do not affect the footprint of the proposed store and its car parking capacity. Any other adjustments, which may affect land under the Seller's control on Barry Waterfront, are to be accommodated by the Seller at no expense to the Buyer. Subject to the Buyer complying with the requirements and undertaking the works set out in paragraph 18 below the BILR is to be completed to Section 38 Part 1 standard sixteen months from the unconditional date specified in the Agreement for Sale. Until such time as the surface courses are laid on the road and footways the ironwork and utility covers are to be flush with the binder course.
17. Junction 1 on the BILR is currently an existing roundabout at the junction of Hood Road and Fford Y Mileniwm. The improvement of the existing junction geometry and the installation of traffic signal control will be the subject of a Section 278/38 Agreement between the Seller and the highway authority. The Seller's principal contractor is to undertake the construction of Junction 1 as an integral part of the BILR within sixteen months from the unconditional date specified in the Agreement for Sale.

18. Junction 3, serving the Retail Site off the BILR, is to be traffic signal controlled. As part of this signal installation induction loops will be required in the approach road surfacing on the Buyer's internal access road. To install these induction loops the Buyer is to lay ducts alongside their internal access road in accordance with drawings supplied by the Seller. The Buyer will also permit access to the Seller's specialist sub-contractor, Siemens Ltd, to install the loops and their cabling in the Buyer's road. The programming of these works is to be agreed between the Buyer and the Seller in order that the traffic signals can be commissioned as an integral part of the Seller's obligation to complete the BILR. The Buyer will also be required to enter into the Seller's Section 38 Agreement with the highway authority for any part of the internal access road which falls within the adoptable limits of the BILR. The Buyer will be required to construct such part of the internal access road which falls within the adoptable limits of the BILR to Section 38 Part 1 standard in accordance with an agreed programme with the Seller to ensure that the BILR may be constructed to the same standard within sixteen months from the unconditional date specified in the Agreement for Sale.
19. The Mole Access Road, coloured green on the Constraints Plan, provides access to the Retail Site's service yard. It is to be constructed to Section 38 Part 1 standard by the Seller's principal contractor, between Junction 1 on the BILR and the service yard entrance, sixteen months from the unconditional date specified in the Agreement for Sale. Until such time as the surface courses are laid on the road and footways the ironwork and utility covers are to be flush with the binder course.
20. All construction costs, Section 38 inspection fees, safety audit fees, legal fees and commuted sums associated with the implementation of the adoptable permanent access roads described in paragraphs 16 to 19 above roads are to be paid by the Seller. The Seller will also undertake the final surfacing of the carriageway and footways on both the BILR and the Mole Access Road when construction traffic usage is less likely to damage the permanent works.

Foul and Surface Water Drainage

21. Foul and surface water sewer outfalls are to be constructed by the Seller's principal contractor, at the Seller's cost, to service the Retail Site at locations detailed on the Constraints Plan. These outfall sewers have been designed to Section 104 adoptable standard and will be available for carrying flows from the Retail Site sixteen months from the unconditional date specified in the Agreement for Sale.
22. The Retail Site is generally in one catchment for the purpose of outfalling surface water run-off into the dock. The finished ground profile of the Retail Site is therefore to be graded by the Buyer to discharge flows through an outfall provided by the Seller in the site's eastern boundary (see Outfall **A** on the Constraints Plan). Adoptable surface water sewers to a suitable capacity and specification are to be constructed by the Seller's principal contractor under the Mole Access Road with laterals extended into the Retail Site at the Service Yard entrance; and at one other location (see Outfall **C** on the Constraints Plan) suitable for taking run-off from the Retail Site's proposed car park. These locations and invert levels are to be agreed by the Buyer before the unconditional date specified in the Agreement for Sale.

23. No attenuation of surface water flows will be necessary as part of the Retail Site drainage design and tide flaps will prevent the backflow of sea water from the dock into the sewers. During periods of intense rainfall, when dock water levels may be high, the infrastructure sewers will surcharge. However, a high level outfall has been designed for this surcharge to continue flowing into the dock. Should a petrol interceptor be required as part of the operational requirements of the Retail Site then it is to be constructed by the Buyer as an integral part of the Retail Site development and maintained by the Buyer.
24. Infrastructure surface water sewers serving the Retail Site are designed and the Seller is to secure technical approvals from DCWW, together with Discharge Consents from the EA, and with all necessary Section 104 adoption fees being paid by the Seller.
25. One main adoptable foul sewer outfall is to be constructed by the Seller's competent contractor in accordance with DCWW's requirements to a suitable level and to a capacity of 6 litres/sec to suit the whole Retail Site. This foul outfall (see Outfall **A** on the Constraints Plan), the invert level of which is to be agreed by the Buyer before the unconditional date specified in the Agreement for Sale, is to be located under the Mole Access Road described in paragraph 19 above. All foul flows discharge to the existing DCWW Barry Town Pump Station which is located to the south west of the *West Pond* Residential Area.
26. A second adoptable foul sewer outfall (see Outfall **C** on the Constraints Plan) is available for the sole use of the petrol filling station on the Retail Site. The Buyer is to confirm the precise requirements of the second foul outfall before the unconditional date specified in the Agreement for Sale.
27. Similar to the surface water arrangements for the Retail Site all necessary DCWW Section 104 inspection fees for the foul sewer infrastructure and outfall are to be paid by the Seller.
28. Subject to the Buyer agreeing the invert levels with the Seller in paragraphs 22 (surface water outfall) and 25 (foul outfall) within the specified timescale, and confirming its requirements in paragraph 26 for the second foul outfall within the specified timescale, then the works set out in paragraphs 21, 22, 25 and 26 are to be completed by the Seller's principal contractor sixteen months from the unconditional date specified in the Agreement for Sale.

New Mains Servicing

29. The main service corridors for the site run along the BILR and the Mole Access Road. The Buyer's requirements, detailed below, are an integral part of the new mains servicing for the Barry Waterfront development which are being implemented by the Seller's principal contractor at the Seller's expense:

FOODSTORE

Electric: 700 KVA. The provision of any on-site sub-station is to be implemented by the Buyer

Gas: 120m³/hr

Water: domestic- 3,000 litre/hr minimum through a 63mm MDPE main
sprinkler - 8 litre/sec (for a 450m³ tank) through a 90mm MDPE main

NON FOOD RETAIL

Electric: 150KVA from the Buyer's on-site sub-station

Water: 25mm connection

30. The locations of the service tappings entering the Retail Site from either the BILR or the Mole Access Road are to be confirmed to the Seller by the Buyer before the unconditional date specified in the Agreement for Sale.
31. The Buyer is to be responsible for locating, and paying for, an electricity sub-station on the Retail Site for the supply of HV and LV power for the Foodstore and the proposed Petrol Filling Station.
32. The Seller will make suitable arrangements with the utility companies, covering all necessary costs, to service the Retail Site at the site boundaries in accordance with the Buyer's requirements specified in paragraph 29 above. Sixteen months after the unconditional date specified in the Agreement for Sale the services are to be fully operational at the Retail Site boundaries.