

DATED

16 NOVEMBER

2022

SUFFOLK COUNTY COUNCIL (1)

- and -

LEXDEN HOMES (COLCHESTER) (2)
LIMITED

- and -

CASTLE FINANCE (ESSEX) LIMITED (3)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980
and any other enabling power relating to
the development of land on the South-West Side
of Rose Cottage, Bullen Lane, Bramford, Ipswich, Suffolk

Nigel Inniss
Head of Legal Services
Suffolk County Council
8 Russell Road Ipswich
Suffolk IP1 2BX

Ref: JL/70658

THIS AGREEMENT is made the 16th day of NOVEMBER 2022
BETWEEN the following parties :-

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) LEXDEN HOMES (COLCHESTER) LIMITED (company number 11558509) of 4a De Grey Square, De Grey Road, Colchester CO4 5YQ ("the Developer")
- (3) CASTLE FINANCE (ESSEX) LIMITED (company number 13391721) of Middleborough House, 16 Middleborough, Colchester CO1 1QT ("the Mortgagee")

RECITALS AND DEFINITIONS

A. In this Agreement unless the context otherwise requires the following words shall have the following meanings :-

"1980 Act"	Means the Highways Act 1980 (as amended)
"Cash Deposit"	Means the cash deposit for the Highway Works, to be held by the County Council, so if the Developer should default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Cash Deposit to provide the full sums necessary to carry out and maintain the Highway Works
"Cash Deposit Figure"	Means the sum of £8,030.00 (Eight thousand and thirty pounds) being the cost of the Highway Works plus 10 per cent
"Certificate of Final Completion"	Means any of the certificates referred to in paragraph 2.13 of this Agreement
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
"Commutated Sums"	Means the sum of £3,349.32 (Three thousand three hundred and forty-nine pounds and thirty-two pence) which is calculated

towards the cost of the County Council's future maintenance liability of the Highway Works.

- | | |
|--------------------------|---|
| "Director" | Means the County Council's Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand |
| "Highway Works" | Means the works detailed on the Works Drawings and as set out in Schedule 2 of this Agreement |
| "Plan" | Means the plan annexed hereto with plan no. CG21/085/215 Rev P3 |
| "Site" | Means land situated at Rose Cottage, Bullen Lane, Bramford Suffolk shown edged red for identification only on the attached Plan |
| "Substantial Completion" | Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed, and the "Date of Substantial Completion" and "Certificate of Substantial Completion" shall be construed accordingly |
| "Works Drawings" | Means the attached drawings bearing the numbers referred to in Schedule 1 or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works |
-
- (A) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out
- (B) The Developer is the registered proprietor with title absolute of the Site in so far as it is registered at the Land Registry under Title Number SK410005
- (C) The Mortgagee has a registered charge dated 6 August 2021 over the Site in so far as it is registered with Title Number SK410005
- (D) The County Council considers that the Highways Works as shown on the Works Drawings and detailed in Schedule 2 need to be carried out and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows :-

1. LEGAL EFFECT

1.1 In this Agreement unless the context otherwise requires :-

1.1.1 Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and

1.1.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and

1.1.3 "party" or "parties" means a party or parties to this Agreement; and

1.1.4 references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;

1.1.5 where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and

1.1.6 the headings and contents list in this Agreement shall not form part of or affect its construction; and

1.1.7 references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and

1.1.8 where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and

1.1.9 any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument

1.2 This Agreement and the covenants that appear hereinafter are made pursuant to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government

Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them

- 1.3 No waiver (whether express or implied) by the County Council of any breach or default by the Developer in performance or observance of any of the covenants or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default
- 1.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.5 This Agreement shall be governed and interpreted in accordance with the laws of England and shall be determined in the Courts of England and Wales
- 1.6 The Developer covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site whose consent is necessary for the Developer to enter into this Agreement and to comply with the obligations set out at clauses 1.12 and 1.13
- 1.7 The Developer covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in this Agreement
- 1.8 The County Council, without prejudice to its statutory powers and duties, hereby appoints the Developer to act as its agent and gives to the Developer licence (in so far as is reasonably necessary) to enter into and upon and remain upon the public highway to carry out the construction of the Highway Works within the timescales referred to in Schedule 2 or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Developer's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway
- 1.9 The Developer covenants with the County Council as Highway Authority to comply with the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004, and any amendments thereof

- 1.10 It is hereby agreed and declared that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 1.11 The Developer shall be the only client for the purpose of the CDM Regulations and the Developer agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations. The Developer shall indemnify and keep the County Council indemnified against any breach of the Developer's obligations under this clause
- 1.12 The Developer hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act and the County Council agrees to accept such dedication and adopt that part of the Site and the Highway Works as highway maintainable at the public expense
- 1.13 If called upon by the County Council so to do by notice in writing served within twenty-one years of the date of this Agreement the Developer agrees to transfer to the County Council in consideration of one pound any land over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the Developer free in each case from encumbrances and together with all rights necessary to permit the use, inspection, maintenance, repair and replacement of the Highway Works and all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land
- 1.14 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Developer with its consent and that the Site shall be bound by the obligations contained in this Agreement
- 1.15 This Agreement is a Deed. Any financial default will be declared by the County Council and registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.16 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Developer agrees to

pay to the County Council any costs properly incurred by the County Council prior to the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in clause 3.5 of this Agreement

1.17 Where, in accordance with clause 1.16 above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director

1.18 Where the Agreement has lapsed in accordance with clauses 1.16 or 1.17, the County Council may release to the Developer the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. For the avoidance of doubt nothing in this clause requires the County Council to repay those sums payable under clause 3.5 of this Agreement save for any Commuted Sums not spent or committed

2 HIGHWAY WORKS

2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the County Council

2.2 No work on the Highway Works shall commence and no contract or contracts in respect of the construction of the Highway Works shall be let until full details of the Highway Works have been submitted to the Director and the Director has given his written approval to the Highway Works and for the avoidance of doubt this Agreement does not constitute the written approval required under this clause

2.3 The Developer shall provide all relevant notices to the County Council under the New Roads and Street Works Act 1991 and Traffic Management Act 2004, and any amendments thereof

2.4 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on

undertakers or other persons the Developer shall comply with such requirement on behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works

- 2.5 The Developer shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 2.6 The Developer shall display and maintain prominent notices around the perimeter of the Site to warn the public of the dangers of entering the Site. However the display of such notices shall not relieve the Developer of any of his obligations and liabilities under this Agreement, the Control of Pollution Act 1974 or the Environment Protection Act 1990, or any amendments thereof
- 2.7 The Developer shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and from dust and as far as practicable the Highway Works are to be carried out in such a way that noise and dust are kept to a minimum
- 2.8 When the Highway Works are being executed the Developer shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the Site
- 2.9 No Highway Works within or affecting existing public highways will be permitted within the morning and evening peak periods i.e. 7.30 - 9.30 a.m. and 4.30 - 6.30 p.m. Monday to Friday except as agreed in writing by the Director
- 2.10 When the Highway Works are being carried out the Developer shall provide all watching and lighting as required and shall maintain all lights, guards, fencing and warning signs when and where necessary and undertake such further measures as may be reasonably required by the Director
- 2.11 Representatives of the County Council may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with
- 2.12 On Substantial Completion of the Highway Works :-
 - 2.12.1 the Developer shall clear away and remove from the Site all constructional plant and temporary works of every kind and leave the Site in a safe, neat and tidy condition to the satisfaction of the Director

- 2.12.2 the Developer shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof
- 2.12.3 the Director may issue a Certificate of Substantial Completion to the Developer
- 2.13 The Developer shall maintain the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period) from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Developer shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of eighteen (18) months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director. After the expiration of the period of eighteen (18) months and after any defects have been made good to the satisfaction of the Director he may issue at the written request of the Developer the Certificate of Final Completion in respect of the Highways Works


3 FINANCE

- 3.1 Where the Developer has provided a Cash Deposit then after the issue of the Certificate of Substantial Completion the County Council may approve a release of up to 75% of the Cash Deposit Figure and upon the issue of the Certificate of Final Completion the County Council may release to the Developer the remainder of the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement.
- 3.2 The Developer shall be insured, or shall procure that its principal contractor is insured with the Developer as a named beneficiary of the policy, from the date of this Agreement and throughout the period of construction of the Highway Works within the timescales referred to in Schedule 2 (or any other period as agreed by the Director) for public liability risks in the sum of at least ten million pounds (£10,000,000.00) in respect of any single claim, and shall produce these insurance policies to the Director on demand
- 3.3 The Developer shall on the date of this Agreement pay to the County Council the Cash Deposit in the sum of the Cash Deposit Figure for the Highway Works

- 3.4 Should the Developer default in the execution of his obligations to carry out and maintain the Highway Works then the County Council may itself carry out and maintain the Highway Works having first called upon the Cash Deposit for the full cost to be expended in so doing
- 3.5 The Developer shall pay to the County Council:-
- 3.5.1 the legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement; and
 - 3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid, and
 - 3.5.3 the inspection/checking fees required by the County Council in connection with the Highways Works in the sum of £1,500.00 (one thousand five hundred pounds) prior to sealing of this Agreement;
 - 3.5.4 the Commuted Sums prior to the sealing of this Agreement

In WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

The COMMON SEAL of
SUFFOLK COUNTY COUNCIL
was hereunto affixed
in the presence of

)
)
)
)

EMILY
SPRINGFIELD

A Duly Authorised Officer



Executed as a deed by LEXDEN
HOMES (COLCHESTER) LIMITED
acting by a director
in the presence of

)
)
)
)



Director

Witness signature:



Witness name: Louis Harris

Witness address: Willow park, henthorne Road - great tye, Colchester
CO6 1AS.

Executed as a deed by CASTLE
FINANCE (ESSEX) LIMITED
acting by a director
in the presence of

)
)
)
)



Director

Witness signature:



Witness name: Louis Harris

Witness address: Willow park, henthorne Road, great tye, Colchester CO6 1AS.

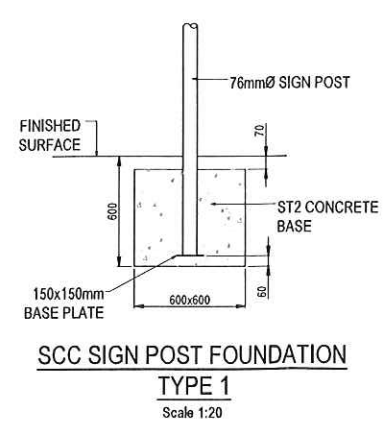
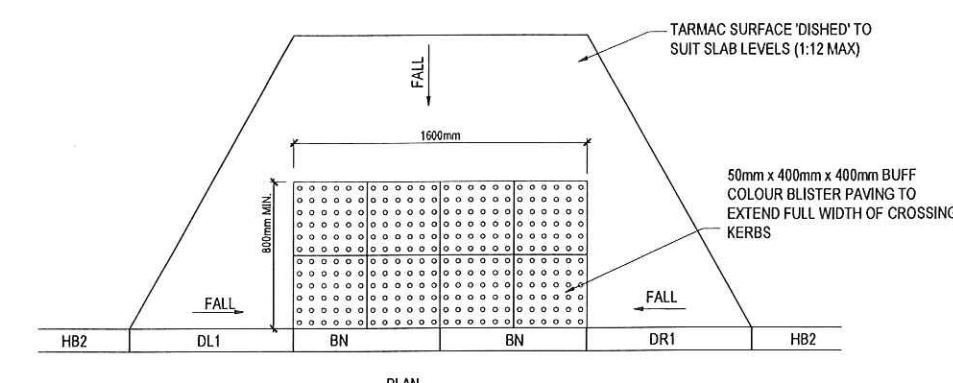
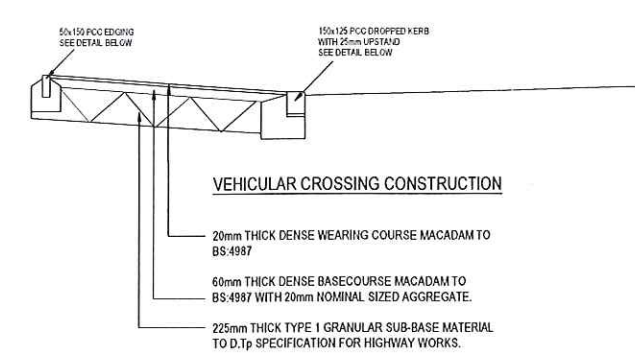
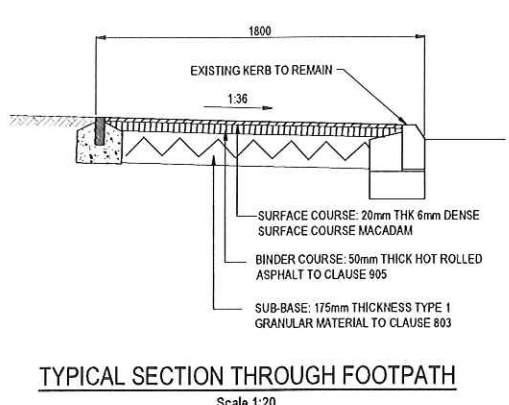
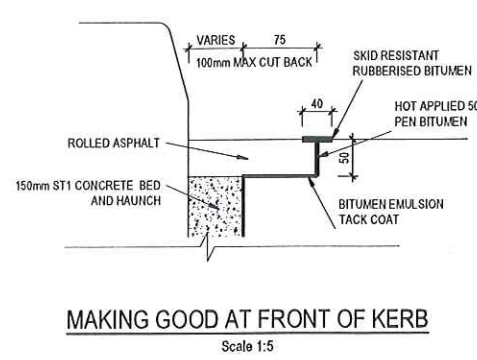
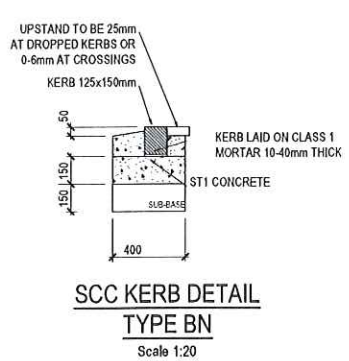
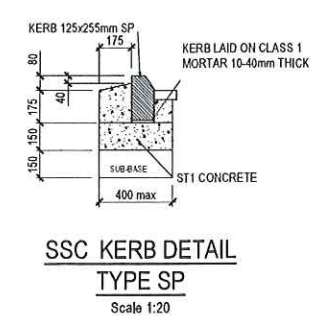
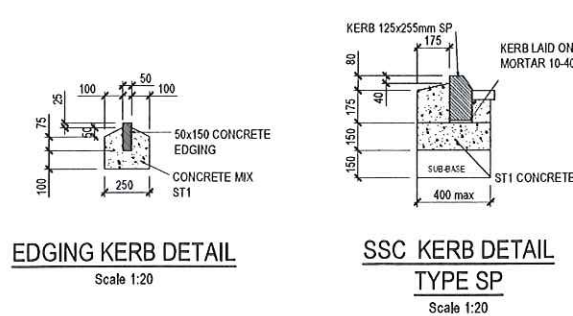
Schedule 1
Works Drawings

Drawing Title	Drawing No
S278 Works General Arrangement	CG21/085/215 Rev P3
S287 Construction Details	CG21/085/216 Rev P2
SCC Footway Construction (Flexible)	DM08

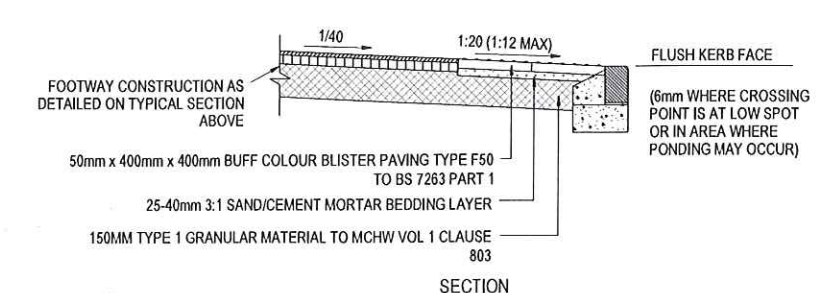
Schedule 2

Location	Description of Works
Bullen Lane Bramford	Provision of new footway including tactile paving

Timescales: Highway Works are to be commenced within 12 months of this Agreement and completed within 3 months of commencement of the Highway Works



KERB TYPES (PCC TO BS 7263 PART 1)
HB2 - FULL HEIGHT KERB 125mm x 255mm
DL1 - DROPPER KERB 125mm x 255mm HB - 125mm x 150mm
BN (LH) BN - CROSSING KERB 125mm x 150mm
DR1 - DROPPER KERB 125mm x 255mm HB - 125mm x 150mm BN (RH)
EF - FLAT-TOP EDGING 50mm x 150mm



TACTILE FOOTWAY CROSSING DETAIL AWAY FROM JUNCTION (SCALE 1:25)

Notes

GENERAL

- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERS AND ARCHITECTS AND SPECIALISTS DRAWINGS AND THE SPECIFICATION ANY DISCREPANCIES ARE TO BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORKS.
- ALL WORKMANSHIP AND MATERIALS ARE TO BE CARRIED OUT IN ACCORDANCE WITH CURRENT EUROPEAN CODES OF PRACTICE AND GOOD BUILDING PRACTICE.
- ALL WORK SHALL BE TO THE SATISFACTION OF THE ENGINEER AND THE LOCAL AUTHORITY.
- SETTING OUT DETAILS ARE SHOWN ON THE ARCHITECTS DRAWINGS UNLESS NOTED OTHERWISE. ENGINEERS DRAWINGS INDICATE STRUCTURAL ELEMENTS ONLY.
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- ALL EXISTING DETAILS AND DIMENSIONS INDICATED ON THIS DRAWING ARE FOR GUIDANCE ONLY AND ARE TO BE CHECKED ON SITE BY THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR AND MUST TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE STABILITY OF EXISTING STRUCTURES AND THE WORKS AT ALL TIMES DURING CONSTRUCTION.
- ALL SERVICES ARE TO BE LOCATED AND PROTECTED AS NECESSARY BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF THE WORKS.
- THIS DRAWING IS FOR THE PRIVATE AND CONFIDENTIAL USE OF THE CLIENT FOR WHOM IT WAS UNDERTAKEN AND IT SHOULD NOT BE REPRODUCED IN WHOLE OR IN PART OR RELIED UPON BY THIRD PARTIES FOR ANY USE WITHOUT THE EXPRESS WRITTEN AUTHORITY OF J.P. CHICK AND PARTNERS LIMITED.

ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SUFFOLK COUNTY COUNCIL HIGHWAYS SPECIFICATION

ANY EXISTING UTILITIES AFFECTED TO BE PROTECTED OR DIVERTED/MODIFIED AS PER THE REQUIREMENTS OF THE UTILITY UNDERTAKER. UTILITY LOCATIONS TO BE VERIFIED BY CONTRACTOR ON SITE

Rev.	Date	By	Amendment	Chk.	App.
P2	11.08.22	GJB	CROSSOVER SPEC ADDED		
P1	18.04.22	GJB	PRELIMINARY ISSUE		

Status: **PRELIMINARY**

JP Chick & Partners Ltd
Consulting Civil & Structural Engineers

7 Museum Street,
Ipswich, Suffolk.
IP1 1HQ.
T: (01473) 280699 W: www.chick.co.uk
F: (01473) 280701 E: ipswich@chick.co.uk

Also at:
8 Atlantic Square,
Station Rd, Witham,
Essex, CM8 2TL.
T: (01376) 603020

23 St Stephens Road, Norwich,
Norfolk, NR1 3SP
T: (01603) 619093
F: (01603) 610840

Client: **ESSEX & SUFFOLK HOMES LTD**
29 CROUCH STREET
COLCHETSER CO3 3EN

Project: **ROSE COTTAGE**
BULLEN LANE
BRAMFORD, IPSWICH

Drawing Title: **S278 CONSTRUCTION DETAILS**

Scale	Checked	Date
AS SHOWN @ A1		

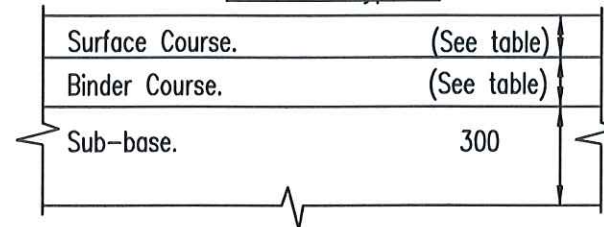
Date	Drawn By
JANUARY 2022	GJB

Drawing Number	Rev
CG21/085/216	P2

THIS DRAWING IS COPYRIGHT

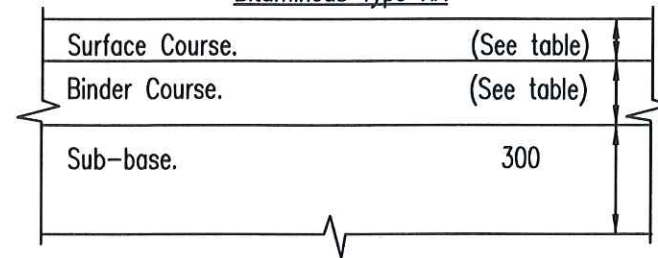
OCCASIONAL HEAVY VEHICLE OVER-RUN

Bituminous Type OA



REGULAR HEAVY VEHICLE OVER-RUN

Bituminous Type HA



NOTES

1. Width of footways indicated on the scheme plans.
2. Full width of formation to be treated with an approved weed control fabric
3. All dimensions in millimeters.
4. For Materials specifications refer to appropriate European Standards or to be agreed with Area Engineer.
5. Where sub-grade is found to be poor this will need to be replaced with additional sub-base as agreed with Area Manager.

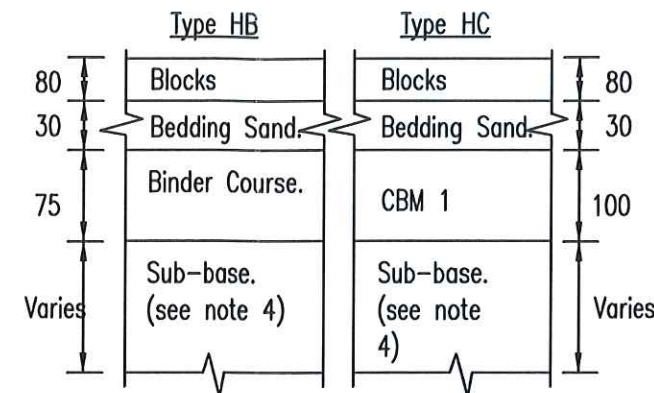


Table of Material Options

	Hot Rolled Asphalt		Asphalt Concrete	
	Course thickness		Course thickness	
	OA	HA	OA	HA
Surface Course.	30	30	20	25
Binder Course	40	85	60	90
Sub-base Type 1	300mm			

COUNTY COUNCIL AREA MANAGERS

East Area Manager,
County Buildings,
Street Farm Road,
Saxmundham,
IP17 1AL
Tel 01728 652400
east.area@suffolk.gov.uk

West Area Manager,
West Suffolk House,
Western Way,
Bury St Edmunds,
IP33 3YU
Tel. 01284 758868
west.area@suffolk.gov.uk

Central Area Manager
Phoenix House,
3 Goddard Road,
Ipswich,
IP1 5NP
Tel. 01473 341414
central.area@suffolk.gov.uk

Ipswich Area Manager
Phoenix House,
3 Goddard Road,
Ipswich,
IP1 5NP
Tel. 01473 341588
ipswich.area@suffolk.gov.uk

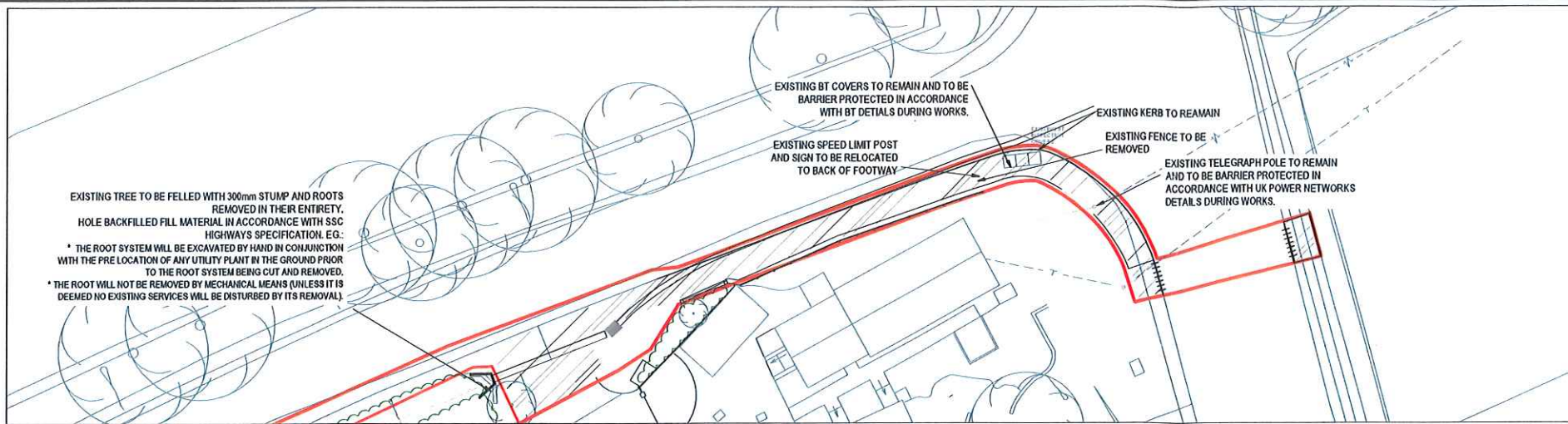


Director of Economy, Skills & Environment,
Suffolk County Council
Endeavour House
8 Russell Road
Ipswich
Suffolk IP1 2BX

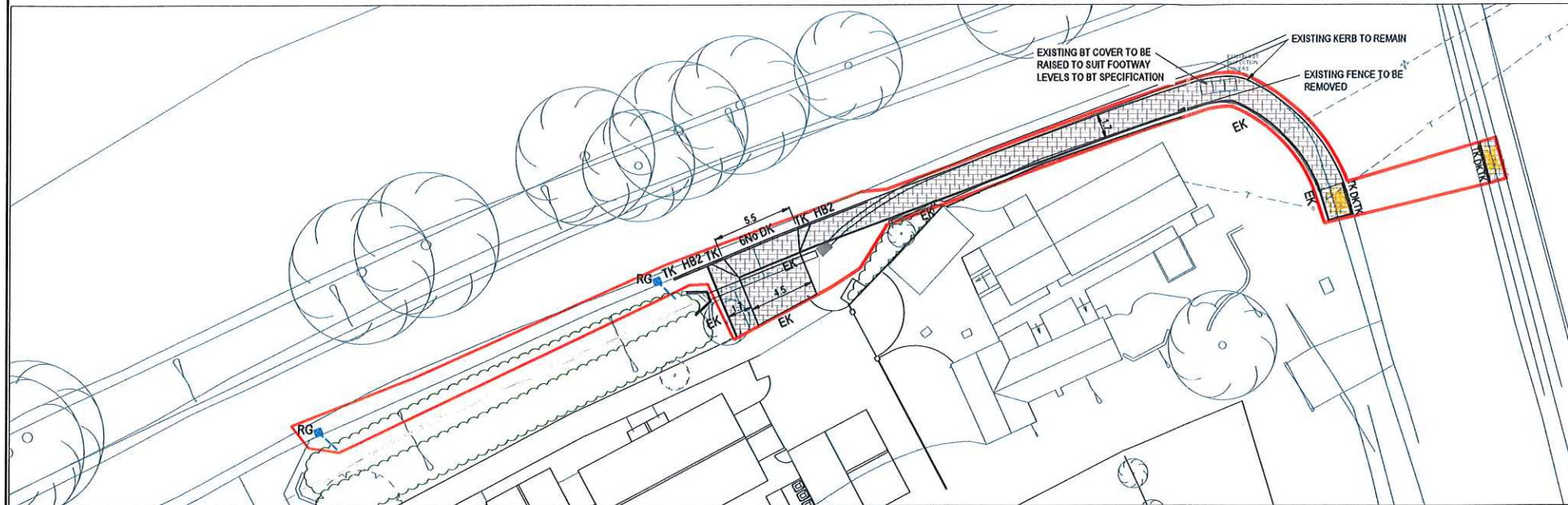
FOOTWAY CONSTRUCTION (FLEXIBLE)

REV.	DESCRIPTION	CHECKED	DATE
A	Updates on notes and CBR's	SDB	10/14

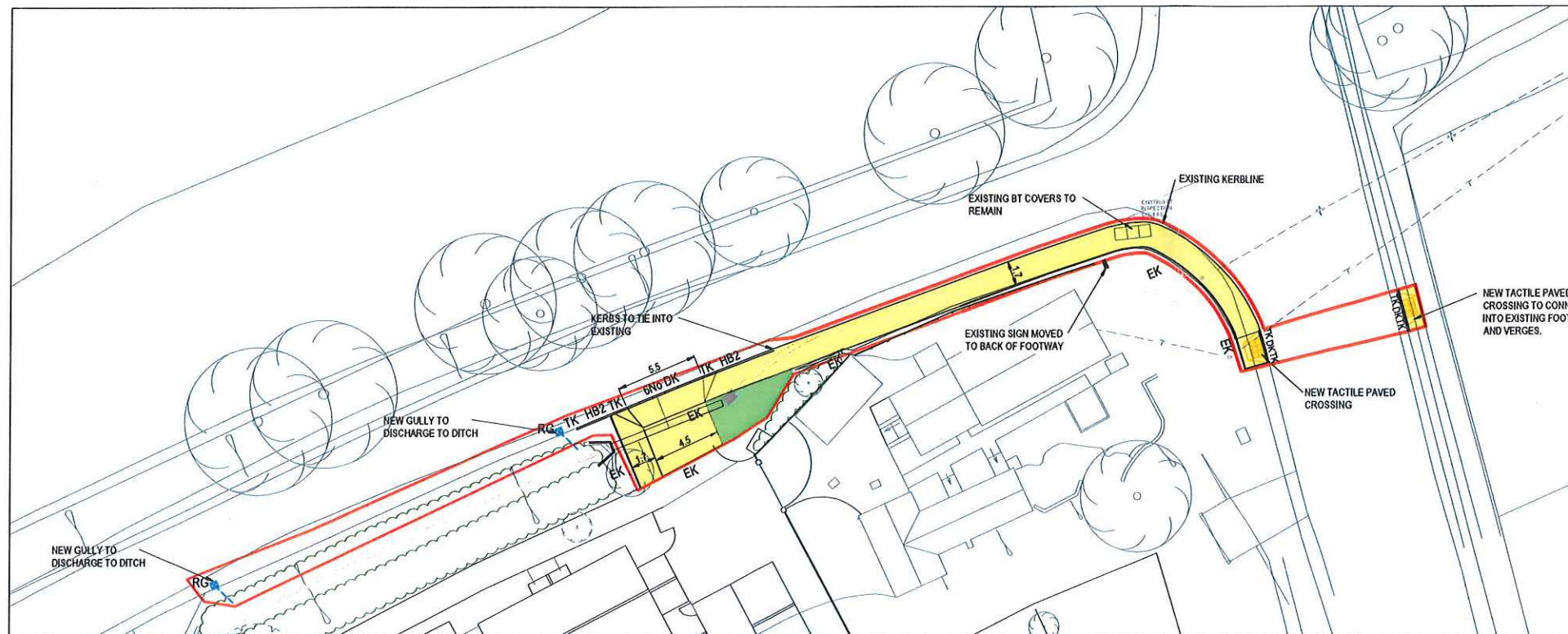
INIT.	DATE	PROJECT TITLE	
ORIGINATOR	REH 09/12	DEVELOPMENT MANAGEMENT DRAWINGS	
CHECKER	JN 01/13	SCALE	DATE
DESIGNER	SDB 01/13	Not to Scale	Sept 2012
REVIEWER	CAG 01/13	DRAWING No. DM08	



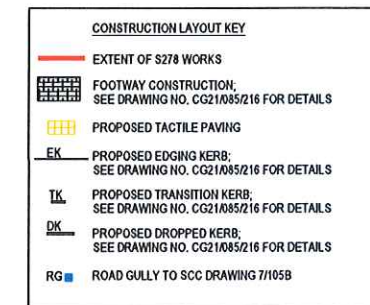
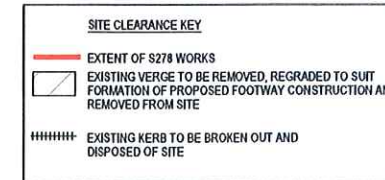
SITE CLEARANCE LAYOUT
SCALE 1:200



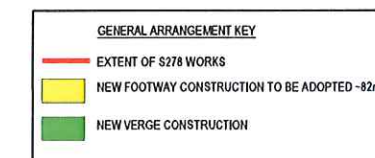
CONSTRUCTION LAYOUT
SCALE 1:200



S278 GENERAL ARRANGEMENT
SCALE 1:200



SITE LOCATION PLAN
SCALE 1:1250



Notes

GENERAL

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- THE CONTRACTOR IS RESPONSIBLE FOR AND MUST TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE STABILITY OF EXISTING STRUCTURES AND THE WORKS AT ALL TIMES DURING CONSTRUCTION.
- ALL SERVICES ARE TO BE LOCATED AND PROTECTED AS NECESSARY BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF THE WORKS.
- THIS DRAWING IS FOR THE PRIVATE AND CONFIDENTIAL USE OF THE CLIENT FOR WHOM IT WAS UNDERTAKEN AND IT SHOULD NOT BE REPRODUCED IN WHOLE OR IN PART OR RELIED UPON BY THIRD PARTIES FOR ANY USE WITHOUT THE EXPRESS WRITTEN AUTHORITY OF J.P. CHICK AND PARTNERS LIMITED.

ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SUFFOLK COUNTY COUNCIL HIGHWAYS SPECIFICATION

ANY EXISTING UTILITIES AFFECTED TO BE PROTECTED OR DIVERTED/MODIFIED AS PER THE REQUIREMENTS OF THE UTILITY UNDERTAKER. UTILITY LOCATIONS TO BE VERIFIED BY CONTRACTOR ON SITE

REFER TO DWG REF:CG21/085/216 FOR DETAILS

HEALTH & SAFETY INFORMATION

IN ADDITION TO THE RISK NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DESIGN, NOTE THE FOLLOWING SIGNIFICANT RISKS AND INFORMATION

CONSTRUCTION RISKS:

- WORKS TO EXISTING LIVE HIGHWAY - CONTRACTOR TO EMPLOY SUITABLE TRAFFIC MANAGEMENT
- OVER HEADLINES WORKING HEIGHTS TO BE RESTRICTED AND IDENTIFY VARIOUS SERVICES
- TRAFFIC WILL BE CONTROLLED BY PHASING SIGNALING. TMP ATTACHED TO COVER THE AREA OF THE WORKS

THE DESIGN TEAM HAVE HIGHLIGHTED UNUSUAL AND SIGNIFICANT RISKS ONLY THAT MAY NOT BE OBVIOUS TO A COMPETENT CONTRACTOR. THEY ARE TO ASSIST WITH RISK REDUCTION ONLY AND ARE NOT NECESSARILY COMPREHENSIVE. IT IS ASSUMED THAT ALL WORKS WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING TO AN APPROPRIATE RISK ASSESSMENT AND METHOD ON SITE

Rev.	Date	By	Amendment	Chk	App
P3	11.08.22	GJB	UPDATED TO LATEST COMMENTS		
P2	08.07.22	AZ	UPDATED TO LATEST COMMENTS		
P1	19.04.22	GJB	PRELIMINARY ISSUE		

Status

PRELIMINARY

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Drawing Title
S278 WORKS GENERAL ARRANGEMENT

Scale	Checked	Date
AS SHOWN @ A1		

Date	Drawn By
APRIL 2022	GJB

Drawing Number	Rev
CG21/085/215	P3

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