

**Highways England Company Limited**

Concrete Roads Framework

**Reconstruction**

**Form of Agreement**

**THIS AGREEMENT BY DEED is made the [..................] day of [.......................] [20...]**

**PARTIES:**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company number 09346363) whos registered address is Bridge House, 1 Walnut Close, Guildford, Surrey GU1 4LZ ("the *Client)*; and

2.[...................................................................................] a company incorporated in and in accordance with the laws of [...............................] having as its registered number [..............................] and its registered office at [........................................] ("the *Contractor*").

*[Alternative if Contractor* is a partnership]

2.[...................................................................................] a partnership having its registered office at [........................................] ("the *Contractor*").

**RECITALS**

(A) In response to the *Client’s* invitation to tender, the *Contractor* has submitted a tender to Provide the Works under the *Client’s ‘*Concrete Roads Framework – Reconstruction’ in conformity with the Conditions of Contract, the Contract Data, the Framework Information and the Scope.

(B) The *Client* has accepted the *Contractor’s* tender by letter dated […].and now wishes to appoint the *Contractor* on the terms of this Agreement.

**OPERATIVE PROVISIONS**

# Definitions and Interpretation

1.1 In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.

* 1. The Conditions of Contract are
* the clauses of the NEC4 Framework Contract (June 2017) (including the Z clauses detailed in the Framework Contract Data),
* the core clauses and the clauses for main Option E, dispute resolution Option W2 and secondary Options X2, X5, X10, X12, X15, X18, X22, Y(UK)1, Y(UK)2, Joining Deed, Trust Deed, Y(UK)3 and Z1 to Z150 (detailed in the Work Order Contract Data) of the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019).

# Agreement by Deed

2.1. In consideration of the *Client* making payment in accordance with the Conditions, the *Contractor* hereby agrees to Provide the Works in accordance with this Agreement by Deed.

1. **Documents**

3.1 The documents forming part of this Agreement are:

1. the *conditions of contract* (including the *additional conditions of contract)*
2. Framework Contract Data
3. Framework Information (including Annexes)
4. the *programme information*
5. the *quotation information*
6. the Method of Measurement
7. *the schedule of rates resource schedules*
8. the *staff schedule of cost components*
9. Schedule of Cost Components
10. Work Order Contract Data
11. Work Order Scope (including Annexes)
12. Additional Work Order Information in the form of the Additional Work Order Information template as may be issued by the *Client* in accordance with this Agreement.
13. Schedule of Partners in the form of the Schedule of Partners template as may be issued by the *Client* in accordance with this Agreement.
14. Partnering Information in the form of the Partnering Information template as may be issued by the *Client* in accordance with this Agreement.
15. the Quality Statement
16. other documents referred to in the documents listed above.

3.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

**Delivered** as a deed on the date of this document.

|  |  |
| --- | --- |
| OPTION 1 *[execution by a company under seal]* | |
| Executed as a deed by the *Contractor* by affixing his common seal in the presence of: |  |
|  |  |
|  | Director |
|  |  |
|  | Director/Company Secretary |
| OPTION 2 *[execution by a company as a deed by two signatures]* | |
| Executed as a deed by the *Contractor*  by [                                  ]  …………………………………………….. | (print name of Director)  signature of Director |
| and [                                  ]  …………………………………………….. | (print name of Director/Company Secretary)  signature of Director/Company Secretary |
| OPTION 3 *[execution by a company as a deed by one signature in the presence of a witnesss]* | |
| Executed as a deed by the *Contractor*  by [                                  ]  …………………………………………….. | (print name of Director)  signature of Director |
| in the presence of [                                  ]  ……………………………………………..  ……………………………………………..  …………………………………………….. | (print name of witness)  signature of witness  address of witness  occupation of witness |
| OPTION 4 *[execution by a partnership. All partners should execute unless a valid partnership resolution or power of attorney is produced which specifies otherwise. Repeat attestation block as often as necessary.]* | |
| Executed as a deed by the *Contractor*  by [                                  ]  …………………………………………….. | (print name of partner)  signature of partner |
| in the presence of [                                  ]  ……………………………………………..  ……………………………………………..  …………………………………………….. | (print name of witness)  signature of witness  address of witness  occupation of witness |

|  |  |
| --- | --- |
| OPTION 1a *[execution by Highways England under seal]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: | )  ) |
|  | Director  Director/Secretary |
| OPTION 1b *[execution by Highways England under seal]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: |  |
|  | Authorised Signatory  Authorised Signatory |
| OPTION 2 *[execution by Highways England by two signatures]*  Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | )  ) |
|  | Director  Secretary |