



Highways England Company Limited

Smart Motorways Alliance

CONFORMED CONTRACT

CONFORMED CONTRACT VOLUMES:

- 0. FORM OF AGREEMENT
- 1. CONDITIONS OF CONTRACT
- 2. IMPLEMENTATION PLAN AND SCOPE
- 3. REFERENCE DOCUMENTS
- 4. COMMERCIAL DOCUMENTS



Highways England Company Limited

Smart Motorways Alliance

VOLUME 0

FORM OF AGREEMENT

Volume 0 Contents:

1. Form of Agreement
2. Annex 1 Alliance Contract Data
3. Annex 2 Scheme Contract Data Template
4. Annex 3 Commitment SLA Register



Highways England Company Limited

Smart Motorways Alliance

Volume 0

Form of Agreement

THIS ALLIANCE CONTRACT is made the [12th.....] day of [May.....] 2020

PARTIES:

- **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ ("the *Client*") and
- **Fluor Limited** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **01274885** and its registered office at **Fluor Centre, 140 Pinehurst Road, Farnborough, Hampshire, GU14 7BF** ("Partner 1").
- **Jacobs UK Limited** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **02594504** and its registered office at **1180 Eskdale Road, Winnersh, Wokingham, Berkshire, RG41 5TU** ("Partner 2").
- **WSP UK Limited** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **01383511** and its registered office at **WSP House, 70 Chancery Lane, London, WC2A 1AF** ("Partner 3").
- **Balfour Beatty Civil Engineering Limited** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **04482405** and its registered office at **5 Churchill Place, Canary Wharf, London, E14 5HU** ("Partner 4").
- **Costain Limited** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **00610201** and its registered office at **Costain House, Vanwall Business Park, Maidenhead, Berkshire, SL6 4UB** ("Partner 5").
- **Morgan Sindall Construction & Infrastructure Limited** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **04273754** and its registered office at **Kent House, 14-17 Market Place, London, W1W 8AJ** and **BAM Nuttall Ltd** a company incorporated in and in accordance with the laws of **England and Wales** having as its registered number **00305189** and its registered office at **St James House, Knoll Road, Camberley, Surrey, GU15 3XW** acting in an unincorporated joint venture known as **bmjv** ("Partner 6").

(together referred to as the "Partners")

RECITALS

- (A) The *Client* intends to procure the delivery of the national Smart Motorways Programme as part of the *Client's* Road Investment Strategy through an alliance contract.
- (B) The Parties have agreed to enter into this Agreement in order to record the terms on which the Alliance Provides the Works.

OPERATIVE PROVISIONS

1. DOCUMENTS AND INTERPRETATION

- 1.1 The documents forming the contract are
1. this Agreement,
 2. the alliance level contract data annexed to this Agreement at Annex 1 (the “**Alliance Contract Data**”),
 3. the scheme level contract data in the form annexed to this Agreement at Annex 2 and as may be issued by the *Client* in accordance with the contract (the “**Scheme Contract Data**”),
 4. the *conditions of contract* (including the *additional conditions of contract*) identified in the Alliance Contract Data
 5. the Scope
 6. the Implementation Plan
 7. the Quotation Information
 8. the commitments sla register in the form annexed to this Agreement at Annex 3 (the “**Commitments SLA Register**”))
 9. the other documents referred to in the Alliance Contract Data and
 10. the other documents referred to the Scheme Contract Data.
- 1.2 In the contract (including the Recitals)
1. terms identified in the Alliance Contract Data or in the Scheme Contract Data are in italics and
 2. terms defined in the contract or the *conditions of contract* have capital initials.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The Partners agree to participate in Providing the Works in accordance with the contract.
- 2.2 The *Client* agrees to pay the Partners for the *works* in accordance with the contract.

Delivered as a deed on the date of this document.

Executed as a deed by Partner 1

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

Executed as a deed by Partner 2

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

Executed as a deed by Partner 3

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

Executed as a deed by Partner 4

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

Executed as a deed by Partner 5

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

Executed as a deed by Partner 6

Executed as a deed by Morgan Sindall
Construction & Infrastructure Limited

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

And

Executed as a deed by BAM Nuttall Ltd

by [] (print name of Director)
signature of Director

.....

and [] (print name of Director/Company
Secretary)
signature of Director/Company Secretary

.....

Executed as a deed by **HIGHWAYS**)
ENGLAND COMPANY LIMITED acting)
by:)

Director/ Authorised Signatory

Secretary/ Authorised Signatory



Highways England Company Limited

Smart Motorways Alliance

Annex 1 of Form of Agreement

Alliance Contract Data

Alliance Level Data

Part One – Client and Alliance Data

1 General	
The <i>conditions of contract</i> are the core clauses (based on the NEC4 Alliance Contract June 2018) and the following clauses, all of which are in Volume 1 of the contract	Schedule of Definitions W2: Resolving Disputes X10: Information Modelling X18: Limitation of Liability Y(UK)1: Project Bank Account Y(UK)2: HGCRA 1996 Y(UK)3: Contracts (Rights of Third Parties) Act 1999 Z: <i>additional conditions of contract</i>
The <i>works</i> are	As described in S100 of the Scope
The <i>Client</i> is	Highways England Company Limited
Address for communications	Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ
Address for electronic communications	Highways England SMP NEC4 Alliance Contract in CEMAR https://secure.cemar.co.uk
The <i>Client's alliance board representative</i> is	
Address for communications	Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ
Address for electronic communications	@highwaysengland.co.uk
The <i>Client's Representative</i> is	
Address for communications	Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ
Address for electronic communications	@highwaysengland.co.uk
The Alliance Objectives are in	Section S116 of the Scope
The Alliance Scope is in	Volume 2 of the contract
The Implementation Plan is in	Volume 2 of the contract
The Quotation Information is in	Volume 4 of the contract
The <i>language of the contract</i> is	English

The <i>law of the contract</i> is	England, subject to the jurisdiction of the Courts of England
The <i>period for reply</i> is	Two weeks
The following matters are to be included in the Early Warning Register	None
Early warning meetings are to be held at intervals no longer than	Monthly
2 Alliance's Main Responsibilities	
Alliance Board Meetings are to be held at intervals no longer than	Monthly
The Alliance Manager prepares a report for the Alliance Board at intervals no longer than	Monthly
The <i>period for retention</i> following Alliance Completion or earlier termination is	12 years
3 Time	
The <i>end date</i> is	30 September 2030
The period after the Alliance Start Date within which the Alliance Manager is to issue a first programme to the Alliance is	Eight weeks
The Alliance Manager issues revised programmes at intervals no longer than	Monthly
4 Quality Management	
The period after the Alliance Start Date within which the Alliance Manager is to issue a quality plan is	Eight weeks
The <i>defect correction period</i> is	Four weeks, except that the <i>defect correction period</i> for technology is four weeks unless otherwise stated in the Scope
5 Payment	
The <i>Client's cost schedule</i> is in	Volume 4 of the contract
The <i>currency of the contract</i> is	Pounds Sterling (£)
The <i>assessment interval</i> is	Monthly
The <i>interest rate</i> is	3% above the base rate of the Bank of England in force from time to time unless the

	provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require
9 Termination, resolving and avoiding disputes	
The <i>Senior Representatives of the Client</i> are	(1) [REDACTED] Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ
Name (1)	
Address for communication	[REDACTED]@highwaysengland.co.uk
Address for electronic communication	(2) [REDACTED] Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ
Name (2)	
Address for communication	
Address for electronic communication	[REDACTED]@highwaysengland.co.uk
W2: Dispute resolution	
The <i>tribunal</i> is	arbitration
The <i>arbitration procedure</i> is	the Institution of Civil Engineers Arbitration Procedure (April 2012)
The place where <i>arbitration</i> is to be held is	London
The person or organisation who will choose an arbitrator if the members of the Alliance who are in dispute cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is	the President for the time being of the Institution of Civil Engineers or his nominee
The <i>Adjudicator</i> is the person chosen to decide a dispute by	the members of the Alliance who are in dispute from the list of adjudicators published by the Institution of Civil Engineers
The person or organisation who will choose an <i>Adjudicator</i> if the members of the Alliance who are in dispute cannot agree a choice is	the President for the time being of the Institution of Civil Engineers or his nominee
The <i>Adjudicator nominating body</i> is	the Institution of Civil Engineers
X18: Limitation of Liability	
The <i>end of liability date</i> is	12 years after Alliance Completion
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999	
term	<i>beneficiary</i>
The provisions of clause Y(UK)1	Named Suppliers
Z4.1	A Subcontractor

Z12.7	An Incoming Provider
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