

DATED

22nd December 2021

NATIONAL HIGHWAYS LIMITED

**Amalgamated Construction Ltd & Carnell
Support Services Ltd Joint Venture trading
as AGC Services**

Scheme Delivery Framework

Form of Agreement

relating to the provision of the works in relation to the motorway and trunk road
network in National Highways

Lot: *4.2 Road Restraints (region)*
Sublot: 4.2/NE North East

SDF MODEL FORM OF AGREEMENT (Joint Venture Version)**CONTENTS AMENDMENT SHEET**

Issue No.	Document revision	Amendments	Initials	Date
1	0	Tender issue	AJP	Dec 20
1	1	Post Award	PO	Sep 21
1	1	Amendments to reflect change of company name to National Highways Limited	PO	Sep 21

DATE:**22nd December 2021****PARTIES:**

- 1 **NATIONAL HIGHWAYS LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ ("*the Client*"); and
- 2 Amalgamated Construction Ltd (lead company) and Carnell Support Services Ltd Joint Venture trading as AGC Services. Amalgamated Construction Ltd a company incorporated in and in accordance with the laws of England and Wales with registered number 995892 whose registered office is at 3175 Century Way, Thorpe Park, Leeds, LS15 8ZB and Carnell Support Services Ltd a company incorporated in and in accordance with the laws of England and Wales with registered number 02843581 whose registered office is at 3175 Century Way, Thorpe Park, Leeds, LS15 8ZB individually referred to as "*the JV Parties*" and together referred to as "*the Supplier*"

RECITALS:

- A The *Client* wishes to appoint a number of suppliers to undertake the provision of the works under the *Client's* Scheme Delivery Framework and for that purpose has issued invitations to tender to, amongst others, the *Supplier*.
- B In response to the *Client's* invitation to tender, the *Supplier* has submitted a tender to Provide the works in conformity with this Agreement.
- C The *Client* has examined the *Supplier's* tender and now wishes to appoint the *Supplier* on the terms of this Agreement in relation to Lot 4.2 Road Restraints (region) and Sublot 4.2/NE North East

1 Definitions and interpretation

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

1.2. The Conditions are

- the clauses of the NEC4 Framework Contract (June 2017) and the *additional conditions of contract* set out in the document entitled “Framework Z clauses” referred to in the Contract Data, and
- the core clauses of the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019), the main and secondary Option clauses listed in the Contract Data together with dispute resolution Option W2 and the *additional conditions of contract* set out in the document entitled “ECC Z clauses” referred to in the Contract Data for Work Orders

2 Joint and Several Liability

2.1 Each of the JV Parties shall be jointly and severally liable to the *Client* for the performance of the terms and fulfilment of the obligations under this Agreement.

2.2 The *Supplier* nominates Mr. Bryan Kennedy to act as the *Supplier's* representative for the purposes of this Agreement and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Supplier* shall notify the *Client* in advance of any change to the identity of the *Supplier's* representative named in this clause.

2.3 Each of the JV Parties will give 26 weeks' notice to the *Client* of any proposed termination of the joint venture arrangement.

2.4 If the joint venture arrangement is terminated by any of the JV Parties it shall be treated as a fundamental breach of contract and shall entitle the *Client* to terminate this Agreement immediately. On any termination under this clause the *Client* shall

have no liability to the *Supplier* or any of the JV Parties for loss of contract, loss of profit or any other loss suffered by any of the JV Parties as a consequence of or in connection with the termination.

- 2.5 Termination of this Agreement shall not affect or limit the rights and remedies of either the *Client* or the *Supplier* in relation to any act, omission or default of the other party prior to the termination.

3 Agreement

- 3.1 In consideration of the Client making payment in accordance with the Conditions, the Supplier agrees to provide the works in accordance with the provisions of this Agreement.

4 Contract Documents

- 4.1 The following documents form part of this Agreement:

the Conditions

the Contract Data

the Framework Information

the Scope

Tender Amendments

the *Supplier's* tender including the tender commitments

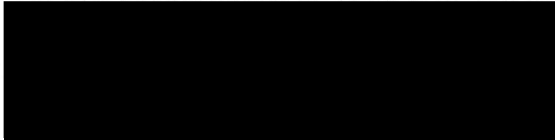
the *quotation information*

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

5 Publication of Information

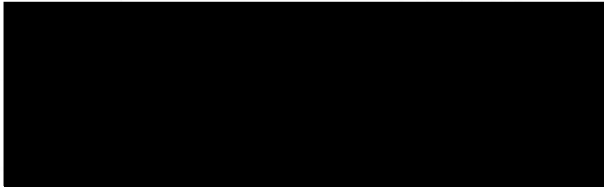
- 5.1 The *Supplier* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Crown Commercial Service note entitled "*Publication of Central Government Tenders and Contracts*" dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The *Client* shall consult with the *Supplier* before deciding whether information is exempt, but the *Supplier* shall acknowledge that the *Client* has the final decision. The *Supplier* shall co-operate with and shall assist the *Client* to publish this Agreement in accordance with the *Client's* obligation.

Delivered as a deed on the date of this document.

Executed as a deed by the *Supplier*

(print name of Director)

signature of Director



(print name of Director/Company Secretary)

signature of Director/Company Secretary

Executed as a deed by
National Highways Ltd
by affixing its common seal 2021 no 2196
in the presence of

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Head of Pre Contract Commercial Services

