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Ameresco Ltd
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Procurement Division
National Highways,
Bridge House
1 Walnut Tree Close
Guildford
GU1 4LZ

<https://nationalhighways.co.uk/>

All communications must be sent
via the Sourcing portal; BRAVO.

(via the Sourcing portal)

Sourcing portal ref: itt_6674

13/12/2022

OFFICIAL SENSITIVE
SUBJECT TO CONTRACT
MOTORWAY SERVICE AREA ENERGY STORAGE SYSTEMS
(FTS REF. 2022/S 000-007832)

Dear ██████████

Further to my letter dated 29/11/2022, I am writing to inform you that the standstill period for this contract has now ended and that National Highways intends to award this contract to your company.

Please note that the award of the contract may still be prevented or delayed if a claim is issued against National Highways prior to the execution and completion of the contract. No contract will exist until the contract has been executed and completed.

Contract Execution

The contract is enclosed in duplicate. Please arrange for your authorised signatories to execute the contract in duplicate and return both documents to us at the address at the top of this letter as soon as possible and no later than 06/01/2023. Please do not date the contract. We will execute and complete the contract in duplicate and return one original to you. In addition, please return a digital copy via the Bravo portal as soon as possible.

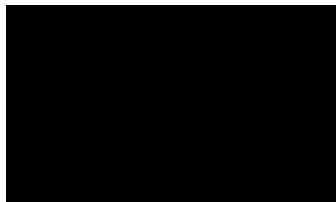
Insurance

Prior to entering into the contract you are required to provide evidence that the insurances required in the contract are in place. Please submit this evidence via Bravo.

Publicity

Until such time as we notify you, you must not publicise the contents of this letter or the award of this contract and all media enquiries should be directed to the relevant procurement officer via the Sourcing portal.

Yours sincerely



Procurement Advisor



National Highways Limited

Heat Networks and Electricity Generation Assets Dynamic Purchasing Agreement Contract for Motorway Service Areas Energy Storage Systems

FORM OF AGREEMENT BY DEED

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	JH	June 2022



NATIONAL HIGHWAYS LIMITED
NEC4 Engineering and Construction Contract
(June 2017 with amendments January 2019
and October 2020)

AMERESCO LIMITED

FORM OF AGREEMENT BY DEED

relating to *works*

of the Motorway Service Areas - Energy Storage Systems

Contract Reference Number ITT_6674

THIS AGREEMENT BY DEED is made the 27th day of January 2023

PARTIES

- 1 **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England, having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ (“the *Client*”) and
- 2 **AMERESCO LIMITED** a company incorporated in and in accordance with the laws of England, having as its registered number [REDACTED] and its registered office at [REDACTED]
[REDACTED] (the “*Contractor*”).

RECITALS

- A. The *Client* wishes to appoint a contractor to provide the works and for that purpose has issued invitations to tender to, amongst others, the *Contractor*.
- B. In response to the *Client*’s invitation to tender, the *Contractor* has submitted a tender to Provide the Works in conformity with the Conditions of Contract, the Contract Data and the Scope.
- C. The *Client* has accepted the *Contractor*’s tender and now wishes to appoint the *Contractor* on the terms of this Agreement.

OPERATIVE PROVISIONS

1. 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.

2. Contract Documents

2.1. The following documents form part of this Agreement:

- the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019 and October 2020) incorporating Main Options A and C as detailed in the Contract Data, together with dispute resolution Option W2 and secondary Options X1 (which will only be applicable to the Decommissioning Works and the Redeployment Works), X2, X5, X7, X11, X15, X18, Y(UK)1, Y(UK)2, Y(UK)3 and Z1-Z4, Z6-Z20, Z50, Z55, Z56, Z57, Z59, Z60, Z104, Z161, Z162 (“the Conditions”);
- the Contract Data, Parts One and Two, and the documents referred to in them;
- Scope;
- Tender Amendments TA1 to TA4;
- the *Contractor's* tender and
- the *Commercial Workbook*

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

3. Agreement

3.1. The *Contractor* agrees to Provide the Works for the *Client* in accordance with the provisions of this Agreement.

3.2. The *Client* will pay to the *Contractor* the amounts due under and in accordance with the provisions of this Agreement.

4. Publication of Information

4.1. The *Contractor* 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* consults with the *Contractor* before deciding whether information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates with and assists the *Client* to publish this contract in accordance with the *Client's* obligation.