



NATIONAL HIGHWAYS LIMITED

**NEC4 Professional Service Contract
(June 2017 with amendments January 2019 and
October 2020)**

WILLMOTT DIXON CONSTRUCTION LTD

FORM OF AGREEMENT BY DEED

relating to services of the

Development of Ipswich Maintenance Depot

Contract Reference Number ITT_1016

THIS AGREEMENT BY DEED is made the [22] day of July, 2025

PARTIES

1. **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England having as its registered number 09348363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the *Client*"); and
2. **WILLMOTT DIXON CONSTRUCTION LTD** a company incorporated in and in accordance with the laws of England, having as its registered number 00768173 and its registered office at Suite 201 The Spirella Building, Bridge Road, Letchworth Garden City, Hertfordshire, England, SG6 4ET (the "*Consultant*").

RECITALS

- A The *Client* wishes to appoint a consultant to provide the services during the term of the contract and for that purpose has issued invitations to tender to, amongst others, the *Consultant*.
- B In response to the *Client's* invitation to tender, the *Consultant* has submitted a tender to Provide the Service in conformity with the Conditions of Contract, the Contract Data and the Scope.
- C The *Client* has accepted the *Consultant's* tender and now wishes to appoint the *Consultant* [to provide the services 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 Professional Service Contract (June 2017 with amendments January 2019, October 2020 and January 2023) incorporating Main Option A: Priced contract with activity schedule, together with resolving and avoiding disputes Option W2 and secondary Options:
 - Option X2: Changes in the law
 - Option X7: Delay damages
 - Option X8: Undertakings to the *Client* or Others
 - Option X11: Termination by the *Client*

- Option X18: Limitation of liability
- Option Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Option Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Option Z: *Additional conditions of contract*
 - Z1 to Z60 (inclusive)

("the Conditions");

- the Contract Data Part One v02, and the documents referred to therein;
- the Contract Data Part Two titled 'WD Construction - 07 PSC Contract Data Part Two v2.0' and the documents referred to therein;
- Scope titled 'Ipswich - PSC Scope - v1.0';
- the Consultant's tender; as amended within "Tender Queries and responses (refer to Schedule herewith Post Tender Clarifications (refer to Schedule herewith);
- the Early Warning Register (referenced in Contract Data Part Two);;
- the *Activity Schedule* (referenced in Contract Data Part Two);
- Short Schedule of Cost Components
- Contract Programme (referenced in Contract Data Part Two);
- Tender Queries and responses (refer to Tender Queries & Responses 1), and
- Post Tender Clarifications (refer to Willmott Dixon Quality Clarifications 1 Responses, Willmott Dixon Commercial Clarifications 2 Response and the documents referred to therein)

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 *Consultant* agrees to Provide the Service for the *Client* in accordance with the provisions of this Agreement.

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

4. Publication of Information

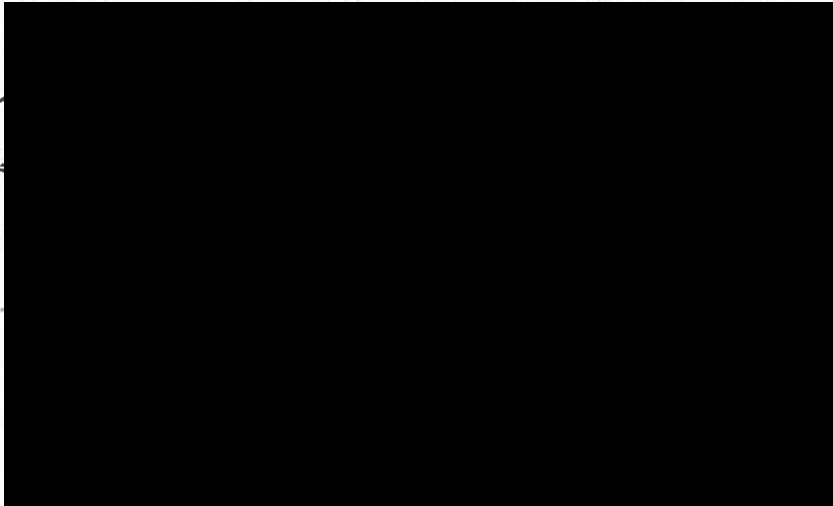
4.1 The *Consultant* acknowledges that the *Client* is obliged to publish the

provisions of the contract in accordance with

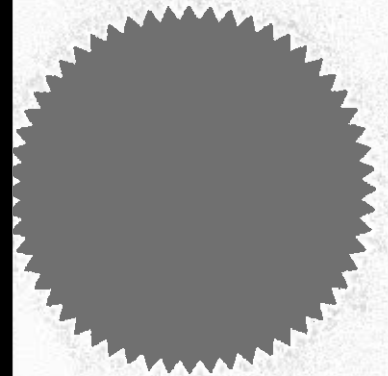
- 4.1.1 the Public Contracts Regulations 2015 (SI 2015/102),
- 4.1.2 PPN 09/21 Procurement Policy Note – update to legal and policy requirements to publish procurement information on Contracts Finder and
- 4.1.3 Guidance on the transparency requirements for publishing on Contracts Finder

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

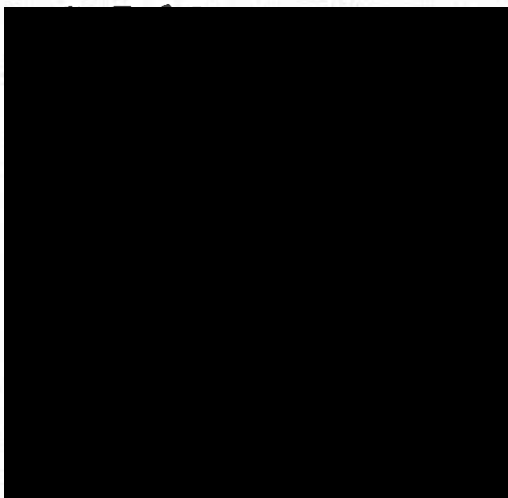
Delivered as a deed on the date of this document.



WAYS LIMITED



Executed as a deed by the Contractor



(print name of Director)

signature of Director

(print name of witness)

signature of witness

address of witness