



National Highways Company Limited
A303 Stonehenge (Amesbury to Berwick Down)
Delivery Assurance Partner

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

Volume 1
FORM OF AGREEMENT BY DEED



NATIONAL HIGHWAYS COMPANY LIMITED

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

Costain Mott MacDonald Joint Venture

FORM OF AGREEMENT BY DEED

relating to *services*

of the Delivery Assurance Partner for the A303 Stonehenge
(A303 Amesbury to Berwick Down)

THIS AGREEMENT BY DEED is made the 6th day of October 2022

PARTIES

- 1 **NATIONAL HIGHWAYS COMPANY 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 **Costain Mott MacDonald** a joint venture comprising **Costain Limited** ["X"] a company incorporated in and in accordance with the laws of England with registered number 610201 whose registered office is at Costain House, Vanwall Business Park, Maidenhead, Berkshire, SL6 4UB and **Mott MacDonald Limited** ["Y"] a company incorporated in and in accordance with the laws of England with registered number 1243967 whose registered office is at Mott MacDonald House, 8-10 Sydenham Road, Croydon, CR0 2EE (together referred to as "the *Consultant*").

RECITALS

- A. The *Client* wishes to appoint a consultant to provide the services 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* 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 and October 2020) incorporating Main Option E, together with dispute resolution Option W2 and secondary Options X2 X11, X20, Y(UK)1, Y(UK)2, Y(UK)3 and Z1 to Z104 ("the Conditions");
- the Contract Data, Parts One and Two (Volume 1), and the documents referred to in them including the Incentive Schedule and Incentive Table (Annex 1 – Volume 1);
- Scope (Volume 2);
- Tender Amendments 1,2,3,4,5,6&7;
- the *Consultant's* tender; and
- The Commercial Workbooks (Volume 3)

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 this contract in accordance with the Cabinet Office 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.

5. Joint and Several Liability

- 5.1 Each of Costain Limited and Mott MacDonald Limited will be jointly and severally liable to the *Client* for the performance of the *Consultant's* obligations under this Agreement.
- 5.2 Each of Costain Limited and Mott MacDonald Limited will give not less than 4 weeks' notice to the *Client* of any proposed termination of the joint venture arrangement.
- 5.3 Termination of the joint venture arrangement for any reason will be treated as a substantial failure by the *Consultant* to comply with their obligations.

Delivered as a deed on the date of this document.



**Executed as a deed
by affixing the common seal 2022 no 1531
of NATIONAL HIGHWAYS COMPANY LIMITED
in the presence of:**

Redacted

<

Authorised Signatory
Redacted

Head of Pre Contract Commercial Services

Redacted

Authorised Signatory
Redacted

Executive Director, Commercial & Procurement

OPTION 2

Executed as a deed by Mott MacDonald
Limited acting by

Redacted

(print name of Director)

signature of Director

.....

Redacted

(print name of Director)

.....

signature of Director

OPTION 1 *[execution by a company under seal]*

Executed as a deed by the *Consultant* by
affixing its 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 *Consultant*

Redacted

by [Redacted

(print name of Director)

.....

..

signature of Director

Redacted

and [Redacted

(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 witness]*

Executed as a deed by the *Consultant*

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