Contract details

Project title:	Kendal FRMS
SOP Code (e.g. IMSW001234)	ENV0000489C
Works Contract title (100 character max)	Kendal FRMS (Phase 1)
Contract details (short description of works – 256 character max):	Kendal linear defences and Stock Beck pumping station
Contract No.:	ENV0000489C/ECC/Ph1
Prepared by:	[redacted]
Date:	25/06/2019
Version:	v4
Environment Agency Project Manager's address:	Richard Fairclough House Knutsford Rd Warrington WA4 1HG
WEM Lot Selected:	Lot 4 Asset Delivery

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Non-Returnable Documents

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Section 2 Contract Data Part One

1 General

2 The *Contractor's* main responsibilities

3 Time

4 Testing and defects

5 Payment

6 Compensation events

7 Title

8 Risk and insurance

9 Disputes and termination

10 *Additional conditions of contract*

Environment Agency

Non-Returnable Documents

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Section 2 Contract Data Part One

Contract Title	Kendal FRMS (Phase 1)
1.	**General**
•	The *conditions of contract* are the core clauses and the clauses for the options set out below of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006 and September 2011). [redacted]
W2:	Dispute resolution
X2:	Changes in the law
X5:	Not Used
X7:	Delay damages
X13:	Not Used
X15:	Limitation of Contractor's liability for design to reasonable skill and care
X16:	Retention
Y(UK)2	The Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development & Construction Act 2009
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999
Z:	*Additional conditions of contract* are in Contract Data part one, Point 10.

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Non-Returnable Documents

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Section 2 Contract Data Part One

•	The *works* are: As set out in the Works Information (document ref: ENV0000489C/Kendal (Phase 1) V4 dated 25 June 2019)	
•	The *Employer* is:	Environment Agency Horizon House Deanery Road Bristol BS1 5AH
•	The contact at the *Employer's* organisation is:	[redacted]
•	The *Project Manager* is:	
•	The *Supervisor* is:	To be advised by the Employer
•	The *Adjudicator* is the person appointed by the *Adjudicator nominating body*.	
•	The referring party pays the administrative charge made by the *Adjudicator nominating body* .	

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Non-Returnable Documents

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Section 2 Contract Data Part One

•	The Works Information is in Non-returnable documents, Section 3. As shown in: Environment Agency NEC3 engineering and construction contract (ECC) Works Information Ref: ENV0000489C//Kendal FRMS (Phase 1) v4 dated 19 June 2019	
•	The Site Information is in Non-returnable documents, Section 4.	
•	The *boundaries of the site* are in Non-returnable documents, Section 4.	
•	The *language of this contract* is English.	
•	The *law of this contract* is the law of England, subject to the jurisdiction of the courts of England and Wales.	
•	The *period for reply* to a communication is 2 weeks.	
•	The *Adjudicator nominating body* is the Institution of Civil Engineers, London.	
•	The *tribunal* is litigation in the courts	
2.	**The Contractor's main responsibilities**	
•	The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than four weeks.	
3.	**Time**	
•	The *starting date* is:	07/05/2019
•	The *access dates* are:	07/05/2019

Item	Part of the Site	Date
•	The *Contractor* submits revised programmes at intervals no longer than (weeks):	4 weeks
•	The *completion date* for the whole of the *works* is	01/03/2021
•	The *Employer* is not willing to take over the *works* before the Completion Date.	
•	The delay damages for each section of the works are	

Item	Damages Description	Amount (£)
☐ Damages 01	Completion of the whole of the *works*	[redacted]

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Non-Returnable Documents

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Section 2 Contract Data Part One

•	Key Dates are not used
•	The *Contractor* is to submit a first programme for acceptance 2 weeks after the Contract Date.
4.	**Quality, testing and defects**
•	The *defects date* is 52 weeks after Completion of the whole of the *works.*
•	The *defect correction period* is 4 weeks except that • The *defect correction period* for public safety issues is 24 hours • The *defect correction period* for adverse impacts, pollution incidents and environmental incidents affecting watercourses is 24 hours • The *defect correction period* for MEICA items is 7 days

Environment Agency

Non-Returnable Documents

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Section 2 Contract Data Part One

5.	**Payment**	
•	The *currency of this contract* is pound sterling (£)	
•	The *assessment interval* is a month	
•	The *interest rate* is 2% per annum above the Bank of England base rate.	
•	Immediately upon the *Project Manager* certifying the payment, the *Contractor* raises a VAT invoice and submits it for payment to the *Employer*. The *Employer* will make payment within 14 days of the date of the invoice	
•	The *Contractor's share percentages* and *share ranges* are:	[redacted]
•	The retention free amount is	[redacted]
•	The retention percentage is	
6.	**Compensation Events**	
•	The place where weather is to be recorded is	Kendal, Cumbria

•	The weather measurements to be recorded for each calendar month are:
	• the cumulative rainfall (mm)
	• the number of days with rainfall more than 5 mm
	• the number of days with minimum air temperature less than 0 degrees Celsius
	• the number of days with snow lying at 0900 hours GMT
	• and these measurements:
	  • n/a
	  • n/a	

•	The *weather measurements* are supplied by	the Contractor
•	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded for Kendal, Cumbria, and which are available from the Meteorological Office or other recognised/ accredited organisation experienced in collecting, managing and supplying weather data.	
•	Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are:	

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Non-Returnable Documents

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Section 2 Contract Data Part One

	• n/a • n/a
7.	**Title and confidentiality**
•	There is no Contract Data required under this heading
8.	**Risks and insurance**
•	**Public Liability** The minimum limit of indemnity for insurance in respect of liability for loss or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* caused by an activity in connection with this contract for any one event is [redacted]
•	***Employer's* Liability** The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract is not less than the amount required by law.
•	***Contractor's* All Risk** The insurance against loss of or damage to the works, Plant and Materials is to include cover for plant and materials provided by the *Employer* for an amount of [redacted]
•	**Professional Indemnity** The *Contractor's* total liability to the *Employer* for all matters arising under or connection with his design work under the contract, other than excluded matters, is limited to an aggregate of [redacted] per individual contract.
•	***Contractor* owned risks**
9.	**Disputes and termination**
•	Subject first to the disputes resolution procedure of the Framework dispute resolution procedure
10.	**Option Z: The additional conditions of contract are:**
Z1:	**Correctness of Site Information and other documents.**
Z1.1:	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Employer* but is not warranted correct. Clause 60.3 does not apply to such Site Information and the *Contractor* is responsible for checking the correctness of any such Site Information he relies on for the purpose of pricing for or providing the *works.*
Z1.2:	Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the *Employer* but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the *Contractor* is responsible for checking the correctness of any such information he relies on for the purpose of pricing for, or providing the *works*.
Z 2A:	**Risk transfer: Physical conditions within the site** Not used
Z 2B:	**Water levels: Not Physical Conditions**

Environment Agency

Non-Returnable Documents

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Section 2 Contract Data Part One

•	Clause 60.1 (12) second bullet point is amended to: "are not weather conditions or floods and"
Z 2C:	**Additional compensation events**
•	These are compensation events: • 60.1 (20) The Working Areas are flooded as a result of fluvial flooding for events greater than 1 in 10 year Annual Exceedance Probability.
Z 2D:	**Additional compensation events**
•	There is no compensation event for an instruction to stop work to remedy a breach of safety requirements, or additional work to comply with safety requirements. **Environmental Art** A Sum will be required to be included to enable the contractor to commission an Environmental Artist/Sculptor for supply and/or construction a series of art installations or integral artworks within floodwall structures. The Sum will be finalised and agreed in Stage 1 of the contract and will be held as an Employer Risk.
Z3:	**Prevention: No change to prices**
•	Delete first sentence of clause 62.2 and replace with: "Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor.* Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor.*"
•	Delete 'The' At start of clause 63.1 and replace with: "For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the"

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Non-Returnable Documents

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Section 2 Contract Data Part One

Z4:	**Schedule of Cost Components**
•	The specific amounts payable in relation to People are set out in the WEMF Lot4 Price Workbook and no other costs in relation to People will be payable. The cost of People who are not included in the WEMF Lot4 Price Workbook is not included in the Defined Cost.
•	In the Schedule of Cost Components, Component 13 (i) and (n) the costs of employer's liability insurance and motor insurance are excluded. These costs are included in the Fee.
•	In the Schedule of Cost Components, Component 44, overhead cost in the Working Areas, replace the whole of the first paragraph with: "Overhead costs incurred within the Working Areas for provision and use of equipment, supplies and services, but excluding accommodation, for".
•	The Framework Agreement does not specifically instruct the *Contractor* to take out insurance in relation to loss of or damage to equipment, but any such loss will be deducted as set down in the Schedule of Cost Components.
•	Shorter Schedule of Cost Components – NOT USED Any reference in this contract to the Shorter Schedule of Cost Components is taken to be a reference to the Schedule of Cost Components with the omission of the first sentence of the Schedule of Cost Components.
Z5:	**Delay damages**
•	The *Employer* does not seek delay damages from the *Contractor* if Completion or the date on which the *Employer* takes over the *works* is later than the Completion Date.
Z6:	**Payment: Price for Work Done to Date**
	Delete existing clause 11.2 (29) and replace with: "11.2 (29) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the *Employer*.
Z7:	**Share on termination**
	Delete existing clause 93.4 and replace with: "93.4 In the event of termination, there is no Contractor's share."
Z8:	**Risks and insurance**
•	Insurance certificates are to be submitted to the *Employer* on an annual basis.
Z10:	**Payments to subcontractors**
•	The *Contractor* will use the NEC3 Subcontract on all Subcontracts for works and goods and the NEC3 PSC on all Subcontracts for services where it is practicable to do so. Payment to Subcontractors will be 28 days from the assessment date. Where the NEC3 Subcontract or NEC3 PSC is not used, payment to Subcontractors will be no more than 30 days from receipt of invoice. If the *Contractor* does not achieve payments within these time scales then the *Employer* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, goods and services. Failure to pay Subcontractors within agreed times scales will also adversely affect the *Contractor's* opportunities to

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Non-Returnable Documents

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Section 2 Contract Data Part One

Z11:	**Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999**
•	The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:
•	Transfer of rights clause Z14 Professional indemnity insurance cover to same cover as that specified for the *Contractor*
•	Z14.1 The *Employer* ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions: Z14.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and Z14.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.
•	Z14.2 Except as provided in clause Z1.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.
Z12:	**Collateral warranty agreement**
•	The *Contractor* shall within 7 working days of the *Employer's* request so to do execute, the Collateral Warranty in the form annexed hereto as Annex X, and deliver the same to the *Employer*.
Z13:	**Payment on termination of design and build contracts**
•	Delete existing clause 93.2 A4 and replace with:
•	93.2 A4 The *direct fee percentage* applied to · for Options A and C, any excess of the proportion of the total of the Prices for the design element at the Contract Date over the Price for Work Done to Date for the design element or
•	· for Option E, any excess of the of the proportion of the first forecast of the Defined Cost for the design element for the works over the Price for Work Done to Date for the design element less the Fee.
Z14:	**Transfer of rights** Not used

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Section 2 Contract Data Part One

Z15:	**Project Bank Account**
•	In this clause, the WEM Framework is the Water and Environmental Management Framework, dated February 2013 {plus any other defining reference}. Clauses Z3.1 to Z3.16 of Schedule 20 – Project Bank Account of the WEM Framework are renumbered Z15.1 to Z15.16 and are additional conditions of contract.
Z16:	**Disallowed Costs** Add the following bullet to clause 11.2 (25) Disallowed costs · was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements.
Z17:	**Defined Costs** Add clause 52.4 If the Contractor subcontracts any part of the works to an Associated Company, the Defined Cost of the work subcontracted is assessed in accordance with the Schedule of Cost Components as if the works had not been subcontracted unless otherwise agreed by the Project Manager.
Z18:	**Programme Incentivisation** Not used
Z19:	***Contractor's* Share**
•	Delete existing clause 53.3 and replace with: 53.3 The *Project Manager* shall regularly assess during the works the difference between the Price for Work Done to Date and the total of the Prices. If the *Project Manager* assesses that the Price for Work Done to Date is greater than 115% of the total of the Prices then the *Project Manager* shall be entitled to take the *Contractor's* share percentage into account when assessing amounts due for payment at each assessment date thereafter and shall not pay any amount greater than 115% of the total of the Prices. For avoidance of doubt, this shall only apply when the Price for Work Done to Date reaches 115% of the total of the Prices and the *Project Manager* shall follow the procedure in clause 53.4 and clause 53.5 in assessing the other *share ranges* .
•	Delete existing clause 53.4 and replace with: 53.4 If the *Project Manager's* assessment of the Price for Work Done to Date does not exceed [redacted] of the total of the Prices, at Completion of the whole of the *works* the *Project Manager* makes a preliminary assessment of the *Contractor's* share using his forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of
•	Insert the following new clause 53.5: 53.5 If the *Project Manager's* assessment of the Price for Work Done to Date does not exceed [redacted] of the total of the Prices, the Project Manager makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

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Non-Returnable Documents

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Section 2 Contract Data Part One

Z20: CIC BIM Protocol

In this clause, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

Clauses 1 and 5, of the Protocol are *additional conditions of contract* .
Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Works Information.
Clause 7 of the Protocol is amended as follows and are *additional conditions of contract*
7.1 is unamended
7.2 replace 'clause 6.3' with 'Intellectual Property Rights clause Z47of WEM Deed of Agreement.'
7.3 replace 'clauses 6.6 and 6.7,.....clause 6.6 or 6.7 (as applicable).' with 'Intellectual Property Rights clause Z47 of WEM Deed of Agreement.'

Z30: Brexit pricing uncertainty

Pricing uncertainty in relation to a) Steel b) Aggregate; and c) Timber is an *Employer's* risk for a period of 12 months from the starting date.

Z30.1 Defined terms
a) The starting date Index (S) is the latest available RPI(x) before the starting date.
b) The Latest Index (L) is the latest available index before the date of the assessment of an amount due.
c) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is the total of the products

Material	Proportion
Steel	0.7
Aggregate	0.15

Z30.2 If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the assessment following 12 months after the starting date is used for calculating the price adjustment after that date.

Z30.3 Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials stated above since the last assessment of the amount due multiplied by (PAF/ (1+PAF)) where PAF is the Price Adjustment Factor for the

Z30.4 The Defined Cost for compensation events is assessed using
a) The Defined Cost at starting date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
b) The Defined Cost current at the date the Compensation Event was notified, adjusted to the starting date by 1+PAF for each material in the proportion stated in Z30.1

Z31: People rate variance

The *Contractor* will be entitled to submit a compensation event to cover the variation on any rate following the 2019 rate review. The *Contractor* will be entitled to charge any variation rates as the new contract rate. This compensation event is to apply only to the rates for work going forward from the date that the variation comes into effect and is not for any work undertaken

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Non-Returnable Documents

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Section 2 Contract Data Part One

Z32:	**Termination**
•	Add new clause 91.8 If the *Project Manager* has instructed the *Contractor* to stop or not start any substantial work or all work due to funding not being secured, and in an instruction allowing the works to re-start or start is not given within eight weeks, then in the eighth week: Either Party may terminate (R22).

Z33:	**Termination**
•	Amend clause 90.2; Add row to Termination Table as follows:-

Terminating Party	Reason	Procedure	Amount Due
Either Party	R22	P1 and P4	A1 an

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Non-Returnable Documents

NEC – ECC 3rd Ed.

Section 3 Works Information

This Works Information should be read in conjunction with the Environment Agency Minimum Technical Standards current at the Contract Date. In the event of conflict between the documents forming this contract the Works Information shall prevail. The *works* are to be compliant with the Works Information.

WI 100	Description of the *works*
WI 200	General constraints on how the *Contractor* Provides the Works
WI 300	*Contractor's* design
WI 400	Completion
WI 500	Programme
WI 600	Quality Management
WI 700	Tests and inspections
WI 800	Management of the *works*
WI 900	Working with the *Employer* and Others
WI 1000	Services and other things to be provided
WI 1100	Health and Safety
WI 1200	Subcontracting
WI 1300	Title
WI 1400	Acceptance or procurement procedure (Options C and E)
WI 1500	Accounts and records (Options C and E)
WI 1600	Parent Company Guarantee (Option X4)
WI 1700	*Employer's* work specifications and drawings
WI 1800	BIM Requirements

- The Works Information is in Non-returnable documents, Section 3. As shown in:

document	ENV0000489C/Kendal FRMS (Phase 1)/V4 - inc appended Clarification Schedule and Appendix, taking precedent where relevant, dated 19/06/2019
dated	25 June 2019

4.1 Boundaries, access and position of the *works* and compound area.

ENV0000489C-CAA-IZ01-3KD-DR-PL-0001
ENV0000489C-CAA-IZ01-3KD-DR-PL-0002
ENV0000489C-CAA-IZ01-3KD-DR-PL-0003
ENV0000489C-CAA-IZ01-3KD-DR-PL-0004
ENV0000489C-CAA-IZ01-3KD-DR-PL-0005
ENV0000489C-CAA-IZ01-3KD-DR-PL-0006
ENV0000489C-CAA-IZ01-3KD-DR-PL-0007
ENV0000489C-CAA-IZ01-3KD-DR-PL-0008

Refer also to Pre Construction Information Section 3.1.1

4.2 Existing buildings on or adjacent to the Site.

ENV0000489C-CAA-IZ01-3KD-DR-PL-0001
ENV0000489C-CAA-IZ01-3KD-DR-PL-0002
ENV0000489C-CAA-IZ01-3KD-DR-PL-0003
ENV0000489C-CAA-IZ01-3KD-DR-PL-0004

Refer also to Pre Construction Information Section 1.5.7

4.3 Existing services

Refer Appendix 5 - Site Information in the Works Information (Environment Agency NEC3 engineering and construction contract (ECC) Works Information document ref. ENV0000489C/Kendal FRMS (Phase 1)/V3 dated 19/06/2019.

4.4 Pre Construction Information

Refer to Kendal FRMS Phase 1 Pre-Construction Information November 2018 (ref IMHO 000035/105)

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Non Returnable Documents

NEC – ECC 3rd Ed.

Section 5 Contract Schedules

5.1	Spare parts schedule
5.2	Special tools
5.3	Other

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Spare parts

NEC – ECC 3rd Ed.

Section 5.1
Contract Schedules

The following spare parts are recommended for the operation and maintenance of the *works*.

n/a

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Special tools

NEC – ECC 3rd Ed.

Section 5.2
Contract Schedules

The following special tools required for the operation and maintenance of the *works* will be provided by the *Contractor* by the dates shown.

n/a

Other documents as referred to in the Works Information as appropriate.

Works Information Appendices:
Appendix 1 – Landscape Technical Specification
Appendix 2 – Schedule of documents issued
Appendix 3 – BIM requirements
Appendix 4 – ERDF requirements
Appendix 5 - Site Information

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Non Returnable Documents

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Section 6
Other Documents

Other Documents:

n/a

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Returnable Documents
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Water and Environment Management Framework

Contract Title:	Kendal FRMS (Phase 1)
Contract for:	Kendal linear defences and Stock Beck pumping station

Contract No.:	ENV0000489C/ECC/Ph1

Returnable Documents:

Document summary and contents
Information for Contractors
Contract Data part two
Pricing data
Tender schedules

Supplier:	VBA Joint Venture Ltd
Supplier's Ref:	T25871
Prepared by:	[redacted]
Date:	11th February 2019
Version:	1

Environment Agency
Richard Fairclough House
Knutsford Rd
Warrington
WA4 1HG

Environment Agency

Returnable Documents

NEC – ECC 3rd Ed.

Section 7 Documents summary and contents

	Section	Title	Description
Non-Returnable Documents	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract Data part one	Data (supplied by the *Employer)* required by the conditions of contract specific to this contract.
	3	Works Information	The specification and description of the *works* and constraints on how the *Contractor* is to provide the works.
	4	Site Information	Information describing the site (and its surroundings)
	5	Other schedules	Forms and other documents not required until after a contract is placed.
	6	Other documents	Forms and other documents not required until after a contract is placed.
Returnable Documents	7	Document summary and contents list	A guide to the tender documents.
	8	Not used.	Not Used.
	9	Contract Data part two	Data (supplied by the *Contractor*) required by the conditions of contract specific to this contract.
	10	Pricing data	[redacted] The risk budget
	11	Tender schedules	Information required with the tender and the *Contractor*'s technical offer. Includes certificates for completion and return with the tender.

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Returnable Documents

NEC – ECC 3rd Ed.

Section 9 Contract Data Part Two

Data to be provided by the *Contractor*

1. General

- The *Contractor* is

Name	VBA Joint Venture ltd.
Address	The Lancashire Hub, Preston City Park, Bluebell Way, Preston, PR2 5PE
Telephone	[redacted]
Fax	
Email	

- The key people are

1

Name:	[redacted]
Job:	
Responsibilities:	
Qualifications:	
Experience:	

2

Name:	[redacted]
Job:	
Responsibilities:	
Qualifications:	
Experience:	

3

Name:	[redacted]
Job:	
Responsibilities:	
Qualifications:	
Experience:	

4

Name:	XXXX
Job:	XXXX
Responsibilities:	XXXX
Qualifications:	XXXX
Experience:	XXXX

5

Name:	XXXX
Job:	XXXX
Responsibilities:	XXXX
Qualifications:	XXXX
Experience:	XXXX

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Returnable Documents

NEC – ECC 3rd Ed.

Section 9 Contract Data Part Two

Data to be provided by the *Contractor*

- The direct fee percentage is [redacted]
- The subcontracted fee percentage is
- The *working areas* are in the Site and:

The working area, VBA Offices and any other areas required to complete the works.

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Returnable Documents

NEC – ECC 3rd Ed.

Section 9 Contract Data Part Two

Data to be provided by the *Contractor*

- The Works Information for the *Contractor's* design

is in	The Works Information
dated	25/06/2019
reference	ENV0000489C/Kendal FRMS (Phase 1)/V4

- The *activity schedule* is the Pricing Schedule
- The tendered total of Prices is [redacted]

Data for the Schedule of Cost Components

- The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas will be agreed on contract specific basis between the *Employer* and the *Contractor.*

Category of employee	Hourly Rate
XXXX	XXXX
XXXX	XXXX
XXXX	XXXX
XXXX	XXXX

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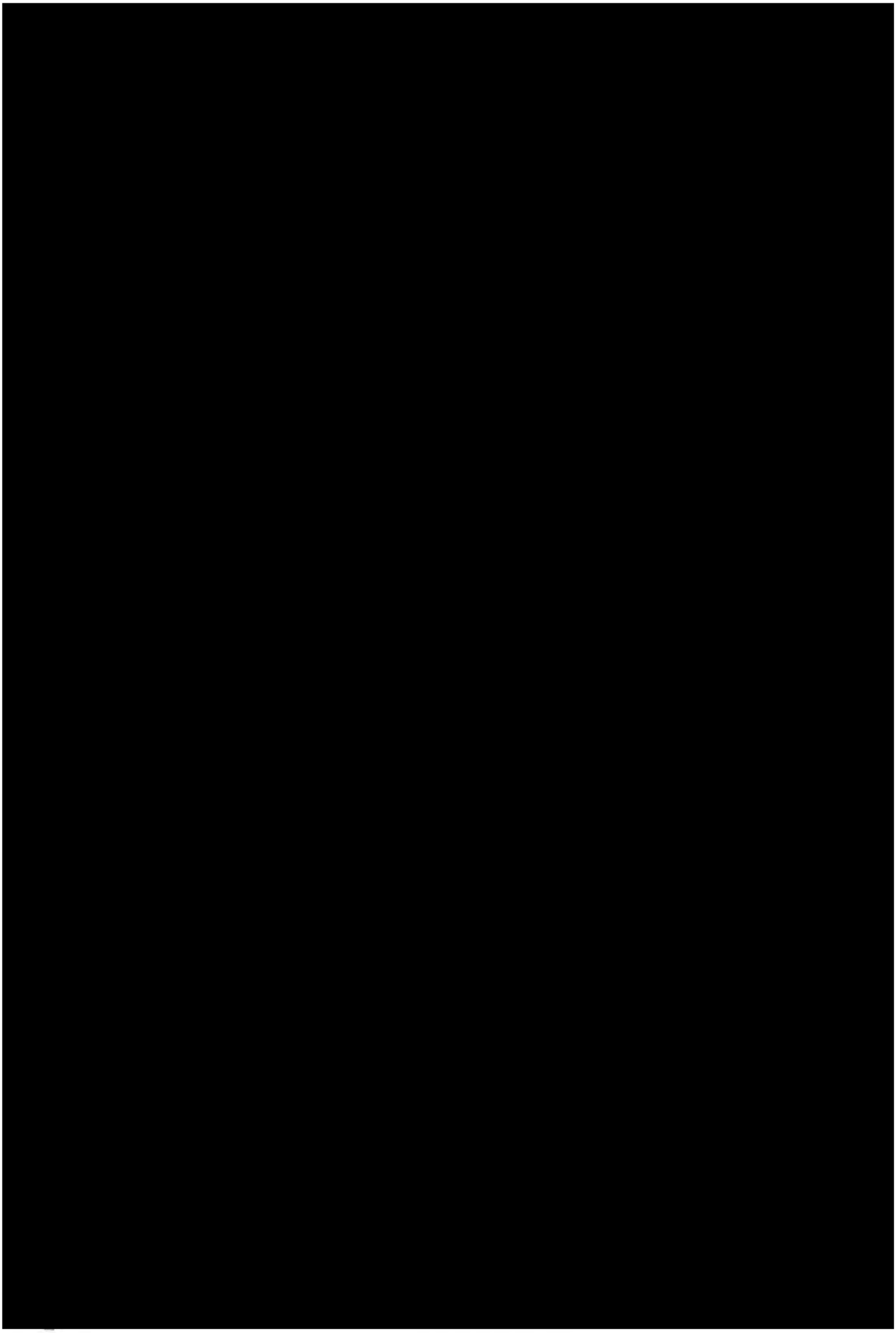
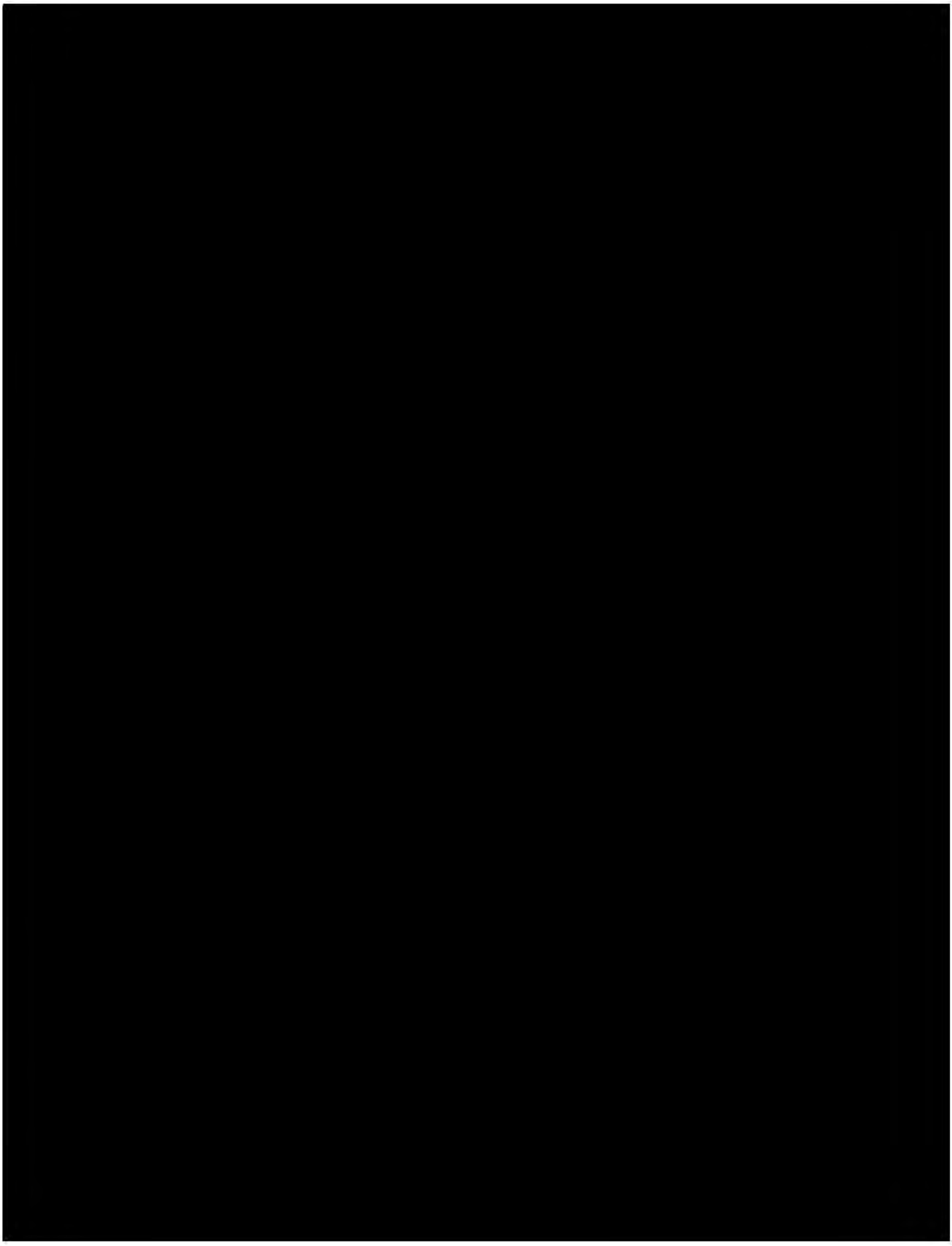
Returnable Documents NEC – ECC 3rd Ed.	Section 10 Pricing data

10.1 Activity cost breakdown (Option A or C)

10.2 The forecast of the total Defined Cost (Option E)

10.3 Risk budget





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Returnable Documents

Section 11.10 Agreement form

An Agreement

This Agreement is made on the 28th day of JUNE 2019

between ENVIRONMENT AGENCY. (the *Employer*)

of

between UBA JOINT VENTURE Ltd

of (the *Contractor*)

Whereas the *Employer* wants to have provided the following works:

CONSTRUCTION OF FLOOD DEFENCES IN KENDAL.

Now it is agreed that

1 The *Contractor* will Provide the Works in accordance with the contract.

2 The *Employer* will pay the amount due in accordance with the contract.

3 The documents forming part of this agreement are:

- the Contract Data part one
- the Contract Data part two
- the following documents

Executed under hand

[redacted] the ***Employer***

signature

name

position

signature

name

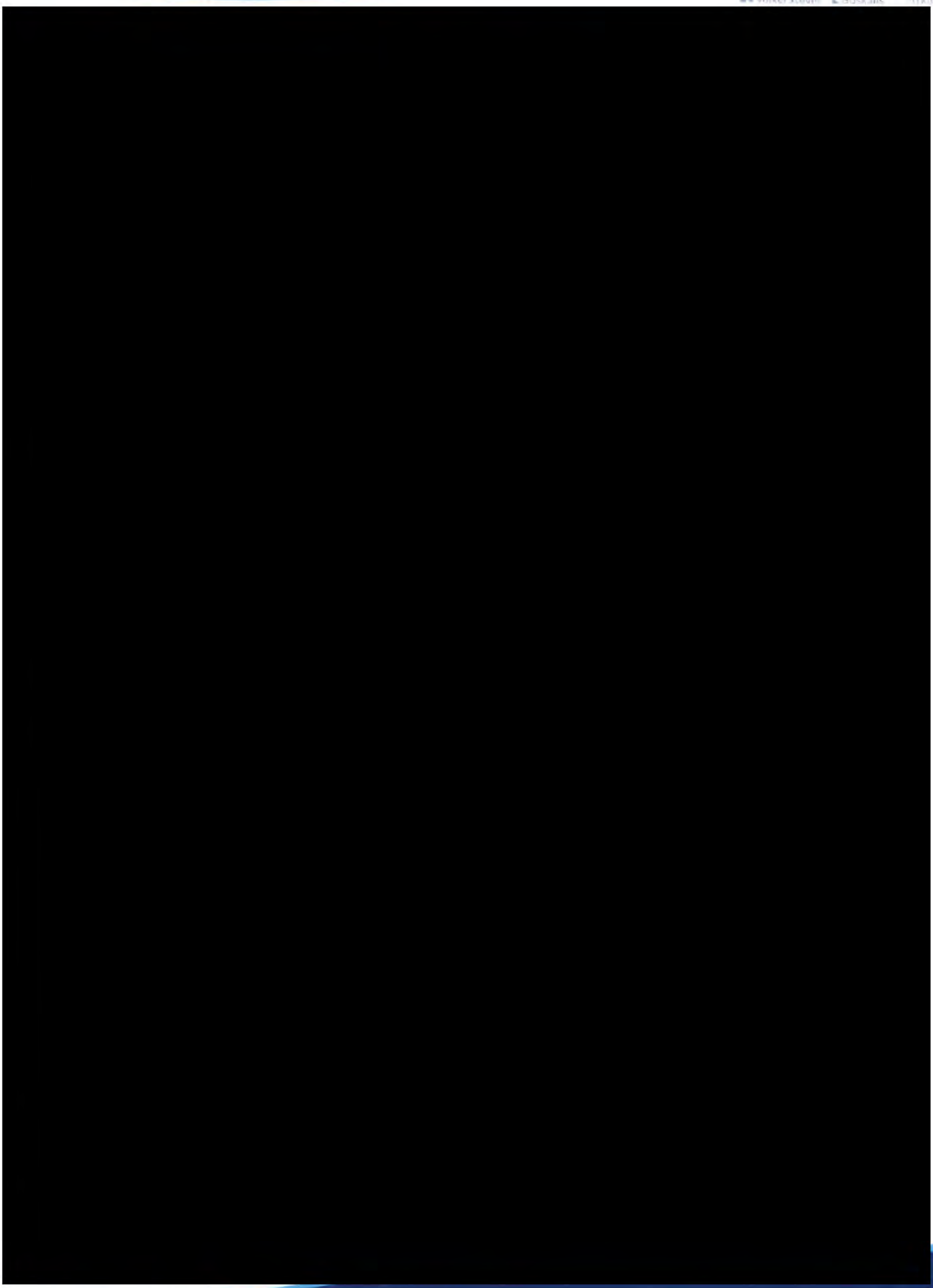
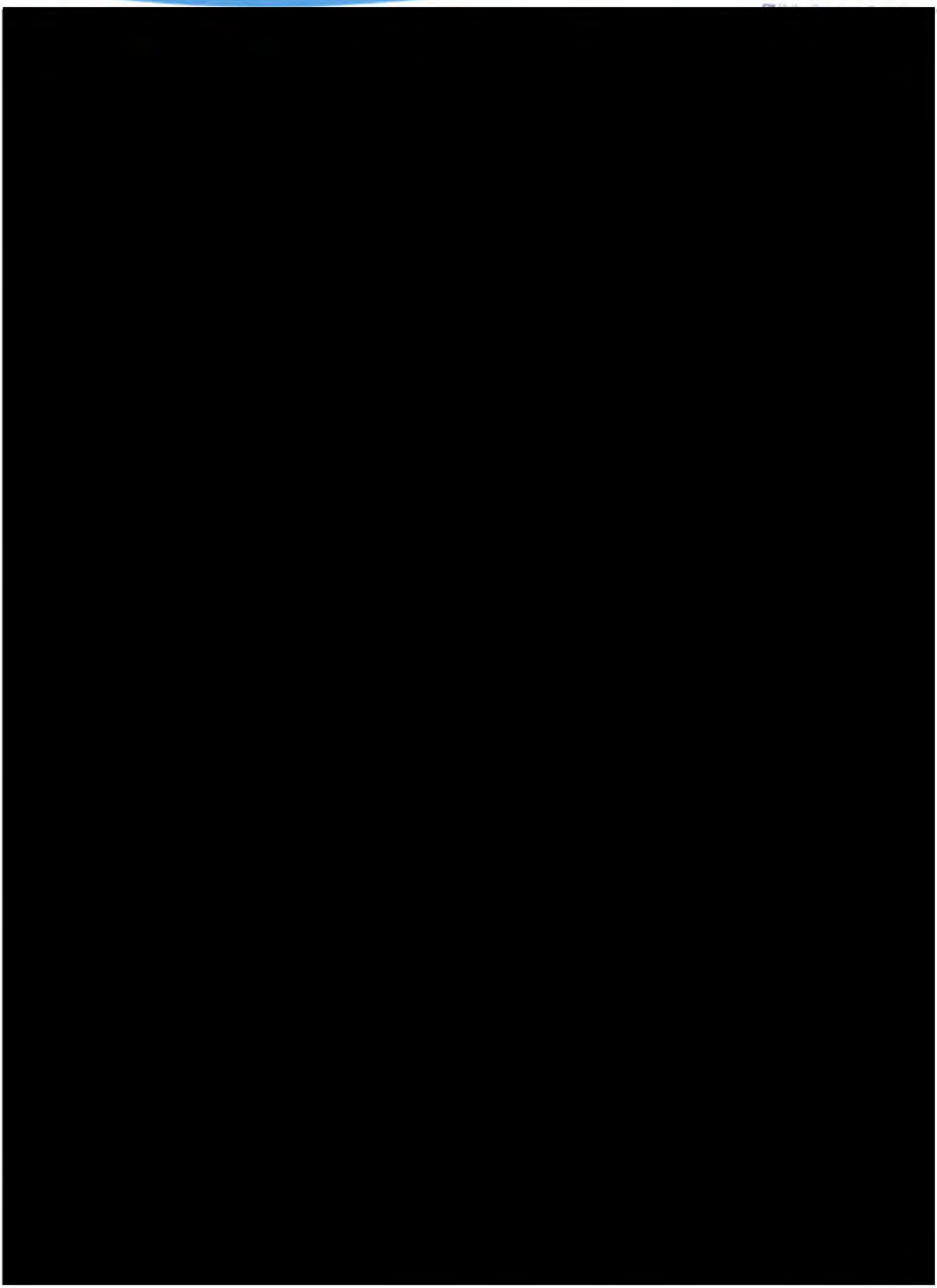
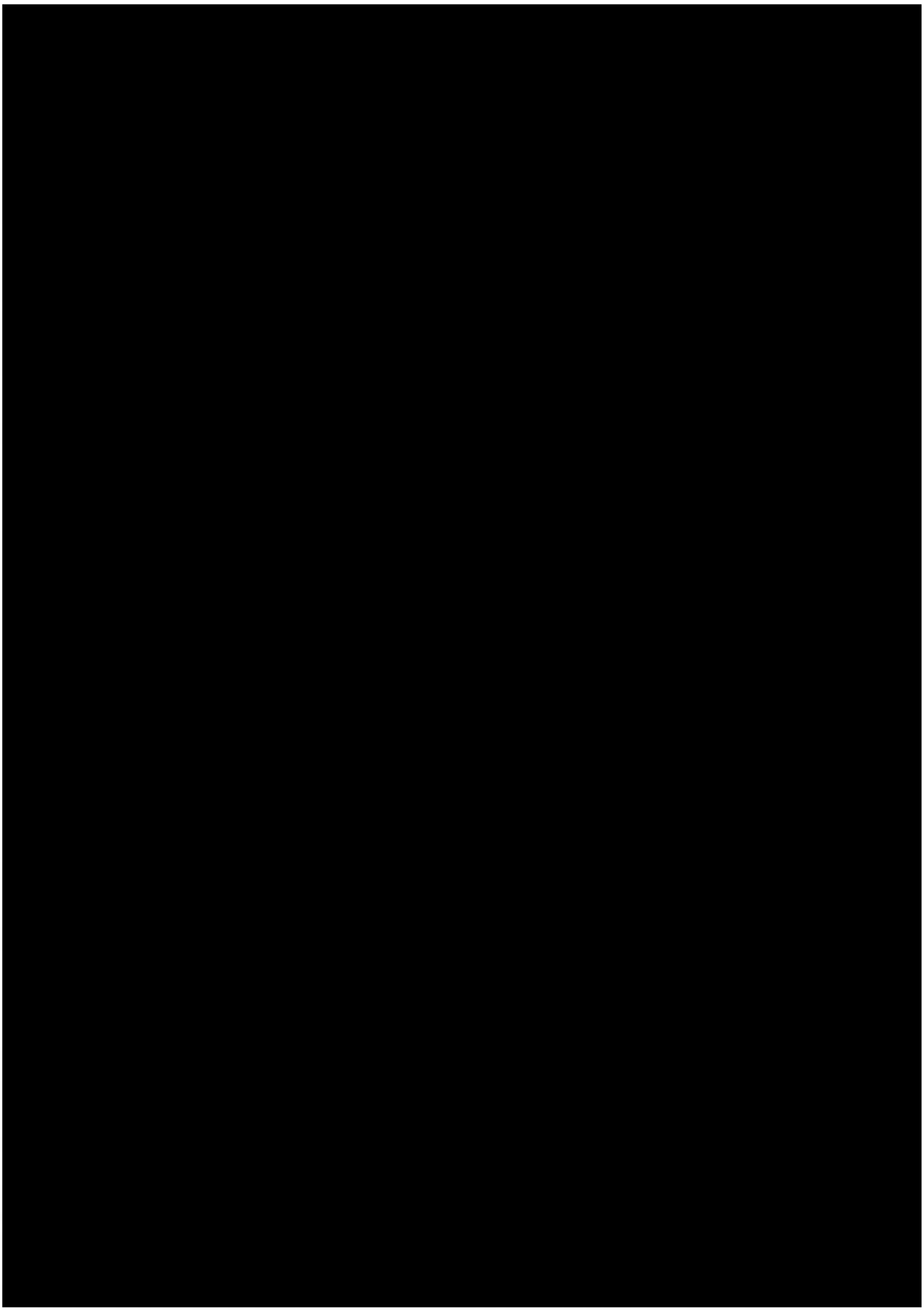
position

Executed under hand

[redacted] the ***Contractor***

signature of director

name of director

signature of director or company secretary

name of director or company secretary