



**Ministry of
JUSTICE**

Establishment: HMP Thorn Cross

**Project: Replacement of Offender
Management Unit (OMU)**

BPRN: 503/17/4096

COMMENCEMENT AGREEMENT

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CONTENTS

Commencement Agreement	
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B	Construction Phase Health and Safety Information Pack
C	Pre-commencement surveys
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E	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"> ▪ Signed DPP Form of Tender ▪ Summary of DPP ▪ Drawing Register ▪ Specifications and Drawings ▪ Quality Management Plan ▪ Statement of any derogations from MOJ standard specifications ▪ Whole life costing statement ▪ Sustainability Policy
F	List of Specialists
G	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> ▪ Summary of the AMP ▪ Risk Register ▪ Cash flow forecast
H	Site Waste Management Plan
J	Evidence of insurance
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L	Queries raised by the Technical Assessors and the responses to these queries

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The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 30th day of October 2021 (the 'Partnering Contract') made between them in relation to:

Project: **Replacement of Offender Management Unit (OMU)**

Site: **HMP Thorn Cross**

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Vinci Construction Limited
Client Representative	Mott MacDonald Limited
Cost Consultant	Turner & Townsend Cost Management Ltd
Principal Designer	Vinci Construction Limited

Agree under this Commencement Agreement that:

1. Words and expressions used in this Commencement Agreement shall have the same meanings as in the Partnering Contract.
2. To the best of their knowledge the Project is ready to commence on Site. The DPP within Appendix E shall comply fully with the requirements of the Project Brief contained in the Project Partnering Agreement. By signing this Commencement Agreement, the Constructor agrees to address all outstanding comments in the Design Comments Tracker (Appendix L) and provide all necessary information during Stage 5 to the satisfaction of the Client Rep and the Technical Assessor team. This information shall be submitted, and the outstanding queries closed out, prior to commencement of the relevant construction works.
3. The following details shall apply by reference to the listed clauses of the Partnering Terms:

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Agree under this Commencement Agreement that: (Continued)*Reference in
Partnering Term*

Clause 6.2	The Project Timetable is included in the Developed Project Proposals attached as Appendix A
Clause 6.2	Date of Possession 03 rd January 2023
Clause 6.2	Date for Completion 19 th June 2023
Clause 6.3	Project in sections As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.
Clauses 6.4 and 15.3 (i)	Parts of site in exclusive or non-exclusive possession: As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.
Clauses 6.4 and 15.3 (i)	Constraints on Site possession/access All in accordance with Special Term 28.11 of the Project Partnering Agreement. Arrangements for Client access to be agreed.
Clauses 6.4 and 15.3 (i)	Arrangements for deferred or interrupted Site possession As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.
Clause 7.1	The Construction Phase Plan is within the Health and Safety Information Pack which is included in Appendix B
Clause 8	Project Brief and Project Proposals are included in Appendix E

Agree under this Commencement Agreement that: (Continued)*Reference in
Partnering Terms*

Clause 12	The Agreed Maximum Price is £ 2,720,364.26 (Excluding VAT)
Clause 12	The Price Framework is included in Appendix G
Clause 18.2	The risk sharing arrangements are detailed in the Appendix G
Clause 18.3(iii)	Third party consents entitling claim for extension of time None other than those items identified as Client Risk items within the Risk Register
Clause 18.3(xvi)	Additional events entitling claim for extension of time None other than those items identified as Client Risk items within the Risk Register
Clause 18.5	Adjusted extensions of time entitling additional Site Overheads None other than those items identified as Client Risk items within the Risk Register
Clause 18.6	Adjusted extensions of time entitling claim for unavoidable work/expenditure None other than those items identified as Client Risk items within the Risk Register
Clause 18.9	Exceptions to Constructor risk as to Site None other than those items identified as Client Risk items within the Risk Register

Agree under this Commencement Agreement that: (Continued)

*Reference in
Partnering Terms*

Clause 19.1 Insurance of the Project shall be taken out by the Constructor

Insurance of all existing structures (and their contents) shall either be taken out by the Client and or the Client shall bear the risk of loss or damage thereto.

With waiver of rights of subrogation against:

Not applicable

With the following percentage addition for fees:



With the following additional or adjusted risks:

None required

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Agree under this Commencement Agreement that: (Continued)*Reference in
Partnering Terms*

- | | |
|-------------|--|
| Clause 19.1 | Insurance third party property damage by the Constructor in the sum of:
None required. |
| Clause 19.5 | Environmental Risk Insurance by:

None required |
| Clause 19.6 | Latent Defects Insurance by:

None required |
| Clause 19.7 | Whole Project Insurance by:

None required |
| Clause 19.9 | Amount and form of any advance payment guarantee/performance bond/parent company guarantee/retention bond:

None required. |
| Clause 27.2 | Problem-Solving Hierarchy is as attached to the Partnering Contract |
| Clause 28 | Special Terms additional to those set out in or attached to the Partnering Contract:

There are no additional Special Terms other than those previously included within the Project Partnering Agreement |

THE SECRETARY OF STATE FOR JUSTICE

of
Ministry of Justice
10th Floor,
102 Petty France
London SW1H 9AJ

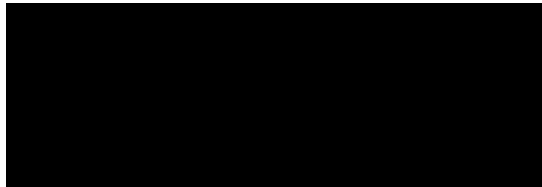
(the "**Client**")

EXECUTED AS A DEED by the **Client** by affixing
hereto its common seal in the presence of

or Acting by

Authorised signatory

Authorised signatory



Dated the 8th day of December 2022

MOTT MACDONALD LIMITED
of
8-10 Sydenham Road
Croydon
CR0 2EE

(the “**Client Representative**”)

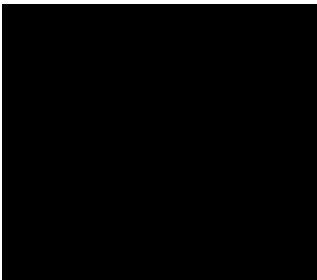
EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

or Acting by

Director _____

Director/Secretary _____



Vinci Construction UK Limited
of
Astral House
Imperial Way
Watford, Hertfordshire
WD24 4WW

(the "Constructor" and "Lead Designer")

EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

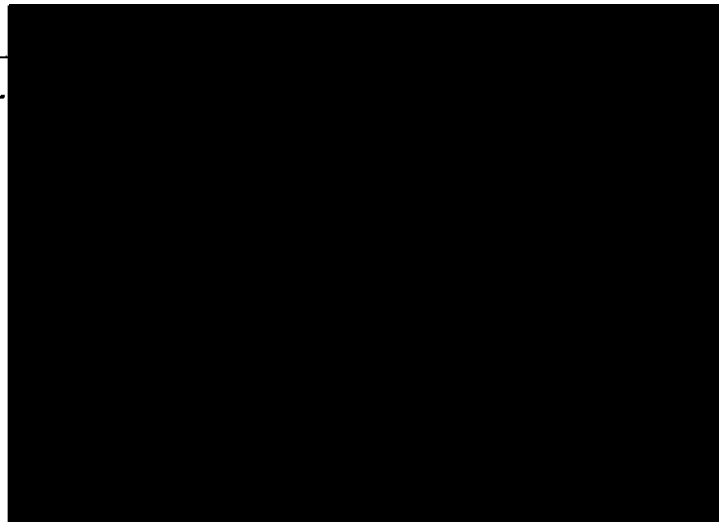
or Acting by

Director

witness signature:
Director/Secretary

witness name:

witness Address:



TURNER & TOWNSEND COST MANAGEMENT LTD
of
Low Hall
Calverley Lane
Horsforth
Leeds
LS18 4GH

(the “**Cost Consultant**”)

EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

or Acting by

Director

[Redacted Signature]

Director/Secretary

[Redacted Signature]

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VINCI CONSTRUCTION UK LIMITED

of
Astral House
Imperial Way
Watford, Hertfordshire
WD24 4WW

(the "**Principal Designer**")

EXECUTED AS A DEED by the **Principal Designer**

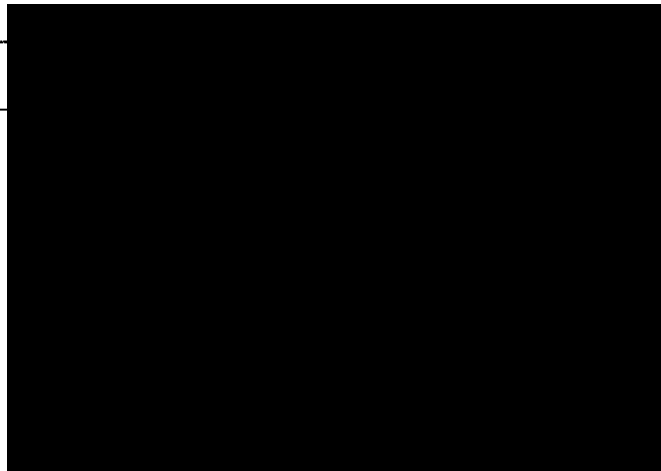
by affixing hereto its common seal in the presence of

or Acting by

Director _____

as a true signature:
Director/Secretary _____

as a true name:



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