



Ministry
of Justice



Home Office



HMP NORWICH
ELIZABETH FRY WING & NEW
SPORTS HALL AND FITNESS CENTRE PROJECT
BPRN: 580/20/6189

COMMENCEMENT AGREEMENT

CONTENTS

Commencement Agreement	
<i>Appendix</i>	<i>Title</i>
A	Project Timetable
B	Construction Phase Health and Safety Information Pack
C	Pre-commencement surveys
D	Planning Matters
E	Developed Project Brief and Project Proposals Including: E1 - Signed DPP Form of Tender E2 - Summary scope of works E3 - Sequence drawings E4 - Drawing Register E5 - Specifications and Drawings E6 - Sustainability Statement E7 - Quality Management Plan E8 - Statement of any derogations from MOJ standard specifications E9 - Whole life costing statement
F	List of Specialists
G	Agreed Maximum Price and Price Framework Including: ▪ Summary of the AMP ▪ Risk Register ▪ Cash flow forecast
H	Site Waste Management Plan
J	Evidence of insurance
K	Key Performance Indicators
L	Queries raised by the Technical Assessors and the responses to these queries

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 9th day of February 2022 (the 'Partnering Contract') made between them in relation to:

Project: Elizabeth Fry Wing & New Sports Hall and Fitness Centre

Site: HMP Norwich, Knox Road, Norfolk NR1 4LU

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Vinci Construction UK LTD
Client Representative	Mace Limited
Cost Consultant	Jacobs U.K. Limited
Principal Designer	Vinci 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.
3. The following details shall apply by reference to the listed clauses of the Partnering Terms:

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 03/11/2022 (start on site)
Clause 6.2	Date for Completion 15/07/2024
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 £22,682,504.94 (exclusive of 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:

15%

With the following additional or adjusted risks:

None required

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 day of 2022

Mace Limited whose registered office is situated at

155 Moorgate
London
EC2M 6XB
England

(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



43 GMT+1)

VINCI Construction UK LTD of/whose registered office is situated at

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

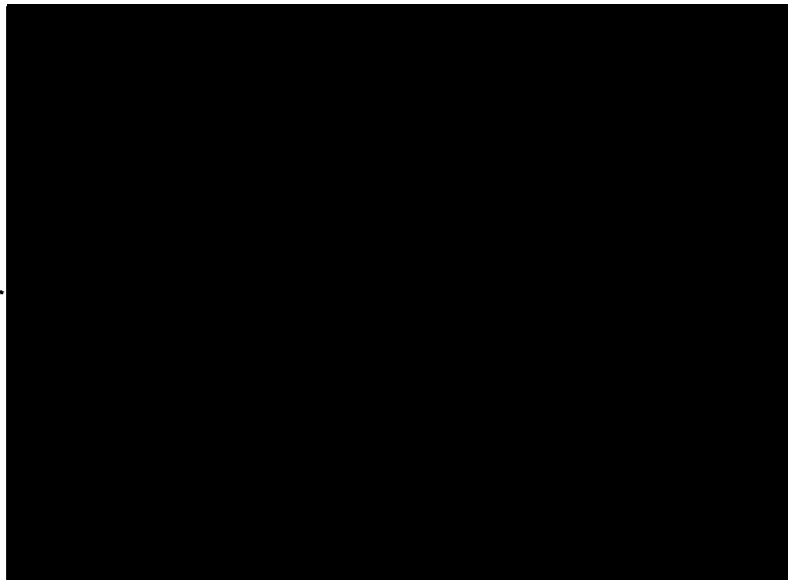
or Acting by

Director

witness name:
Director/Secretary

witness signature

witness address



Jacobs U.K. Limited whose registered office is situated at

Cottons Centre
Cottons Lane
London
SE1 2QG
United Kingdom

(the “**Cost Consultant**”)

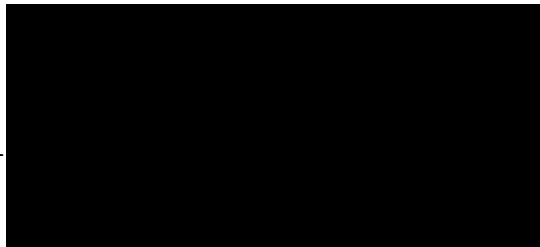
EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary



VINCI Construction UK LTD of/whose registered office is situated at

Astral House
Imperial Way
Watford
Hertfordshire
WD24 4WW

(the "CDM Co-ordinator")

EXECUTED AS A DEED by the **CDM Co-ordinator**

by affixing hereto its common seal in the presence of

or Acting by

Director _____

Witness name
Director/Secretary

Witness Signature

Witness Address

