



Ministry of  
**JUSTICE**

**Establishment: Multiple**

**Project: HMCTS Regional Small Works relating  
to emergency Covid Works**

**Region: North**

**BPRN: TBC**

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## **COMMENCEMENT AGREEMENT**

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**CONTENTS**

Commencement Agreement	
<i>Appendix</i>	<i>Title</i>
A	PCP Site Addition – will include Project Timetable for each Site
B	PCP Site Addition – will include Construction Phase Health and Safety Information Pack for each Site
C	PCP Site Addition – will include Pre-commencement surveys for each Site
D	PCP Site Addition – will include Planning issues for each Site
E	PCP Site Addition – will include Developed Project Brief and Project Proposals for each Site Including: <ul style="list-style-type: none"> <li>▪ Signed DPP Form of Tender</li> <li>▪ Summary scope of works</li> <li>▪ Sequence drawings</li> <li>▪ Drawing Register</li> <li>▪ Specifications and Drawings</li> <li>▪ Sustainability Statement</li> <li>▪ Quality Management Plan</li> <li>▪ Statement of any derogations from MOJ standard specifications</li> <li>▪ Whole life costing statement</li> </ul>
F	PCP Site Addition – will include List of Specialists for each Site
G	PCP Site Addition – will include Agreed Maximum Price and Price Framework for each Site Including: <ul style="list-style-type: none"> <li>▪ Summary of the AMP</li> <li>▪ Risk Register</li> <li>▪ Cash flow forecast</li> </ul>
H	PCP Site Addition – will include Site Waste Management Plan for each Site
J	Evidence of insurance
K	PCP Site Addition – will include Key Performance Indicators for each Site
L	PCP Site Addition – will include Queries raised by the Technical Assessors and the responses to these queries for each Site

## OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 29th day of September 2020 (the 'Partnering Contract') made between them in relation to:

**Project:** HMCTS Regional Works Relating to Emergency Covid Works- North

**Site:** Each Site to be added to this Commencement Agreement and confirmed by PCP Site Addition. The list of Sites that are intended to be confirmed by PCP Site Addition through this Commencement Agreement are listed below:

- Bradford Law Courts (232/20/5846);
- Burnley Combined Court (382/20/5854);
- Carlisle Combined Court (289/20/5851);
- Chester Civil & Family Justice Centre (287/20/5850);
- Sheffield Combined Court (734/20/6184);
- Sheffield Magistrates Court(347/20/5726); and
- West Cumbria Combined Court (707/20/6471 & /6472).

The Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	Wates Construction Limited
<b>Client Representative</b>	Mott MacDonald Limited
<b>Cost Consultant</b>	Turner & Townsend Cost Management Limited
<b>Principal Designer</b>	Wates 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 Projects are ready or will be ready soon to commence on Site following signing of each PCP Site Addition adding the Site to this Commencement Agreement.
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 to each PCP Site Addition
Clause 6.2	<p>Date of Possession</p> <p>As identified in each PCP Site Addition.</p> <p>The Commencement Agreement start date shall be the date this Commencement Agreement is signed by the Client</p>
Clause 6.2	<p>Date for Completion</p> <p>As identified in each PCP Site Addition.</p> <p>The Commencement Agreement Completion date will be after completion of all Sites added to this Commencement Agreement as a PCP Site Addition.</p>
Clause 6.3	<p>Project in sections</p> <p>As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.</p>
Clauses 6.4 and 15.3 (i)	<p>Parts of Site in exclusive or non-exclusive possession:</p> <p>As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.</p>
Clauses 6.4 and 15.3 (i)	<p>Constraints on Site possession/access</p> <p>All in accordance with Special Term 28.11 of the Project Partnering Agreement. Arrangements for Client access to be agreed.</p>
Clauses 6.4 and 15.3 (i)	<p>Arrangements for deferred or interrupted Site possession</p> <p>As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.</p>

## OFFICIAL

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Clause 7.1	The Site Construction Phase Plan is within the Health and Safety Information Pack which is included in Appendix B of the PCP Site Addition document.
Clause 8	Site Project Brief and Site Project Proposals are included in Appendix E of the PCP Site Addition document.
<i>Reference in Partnering Terms</i>	
Clause 12	The Provisional Construction Sum is £10,000,000 (exclusive of VAT). The Site Specific Agreed Maximum Price is identified in each PCP Site Addition (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  <b>None other than those items identified as Client Risk items within the Site Risk Register</b>
Clause 18.3(xvi)	Additional events entitling claim for extension of time  <b>None other than those items identified as Client Risk items within the Site Specific Risk Register</b>
Clause 18.5	Adjusted extensions of time entitling additional Site Overheads  <b>None other than those items identified as Client Risk items within the Site Specific Risk Register</b>
Clause 18.6	Adjusted extensions of time entitling claim for unavoidable work/expenditure  <b>None other than those items identified as Client Risk items within the Site Specific Risk Register</b>

**Agree under this Commencement Agreement that: (Continued)**

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Clause 18.9	Exceptions to Constructor risk as to Site
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None other than those items identified as Client Risk items within the Site Specific Risk Register

*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**

**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

10<sup>th</sup> 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

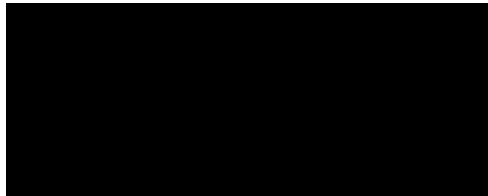
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**or** Acting by

Authorised signatory

Authorised signatory



Dated the 18th day of March

20 21

**MOTT MACDONALD LIMITED** of/whose registered office is situated at

Mott MacDonald House,  
8-10 Sydenham Road,  
Croydon, Surrey,  
CR0 2EE,  
United Kingdom

(the “**Client Representative**”)

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

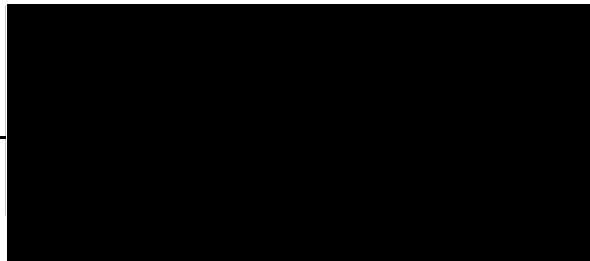
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director \_\_\_\_\_

Director/Secretary



**WATES CONSTRUCTION LIMITED** of/whose registered office is situated at

Wates House,  
Station Approach,  
Leatherhead,  
Surrey,  
KT22 7SW

(the "Constructor" and "Lead Designer")

EXECUTED AS A DEED by the Constructor and Lead Designer

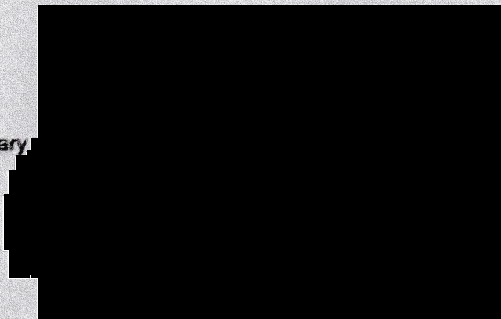
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director

Director/Secretary



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**TURNER & TOWNSEND COST MANAGEMENT LIMITED** of/whose registered office is situated at

Low Hall,  
Calverley Lane,  
Horsforth,  
Leeds,  
LS18 4GH

(the “**Cost Consultant**”)

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

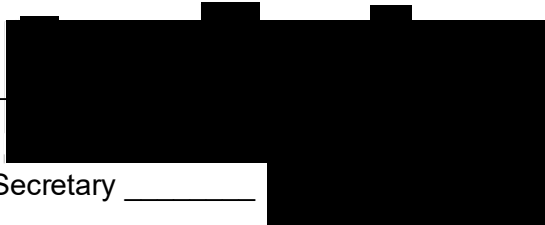
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director \_\_\_\_\_

Director/Secretary \_\_\_\_\_



**WATES CONSTRUCTION LIMITED** of/whose registered office is situated at

Wates House,  
Station Approach,  
Leatherhead,  
Surrey,  
KT22 7SW

(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

Director/Secretary

