



Ministry
of Justice

Establishment: HMP Holme House

Project: Rapid Deployment Cell Programme

BPRN: 649/21/5243

COMMENCEMENT AGREEMENT

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Commencement Agreement	
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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 7th day of February 2023 (the 'Partnering Contract') made between them in relation to:

Project: Rapid Deployment Cells Programme

Site: HMP Holme House

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Galliford Try Building 2014 Ltd
Client Representative	AECOM Limited
Cost Consultant	Turner & Townsend Cost Management Limited
Principal Designer	Galliford Try Building 2014 Ltd

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:

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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 7 th October 2024
Clause 6.2	Date for Completion 22 nd August 2025
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 £3,609,143.39 (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:

■

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:
£50 million for any one occurrence

Clause 19.5 Environmental Risk Insurance by:
£10 million for any once occurrence

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:
Parent Company Guarantee required in the form of Appendix L of this Commencement Agreement

Clause 27.2 Problem-Solving Hierarchy is as attached to the Partnering Contract

Clause 28	The Special Terms (if any) that are in addition to those set out in, attached to or referred to in the Project Partnering Agreement, are as follows.
28.1 Site Waste Management Plan	Add a new Special Term 28.1: "The Partnering Team members shall comply with the Site Waste Management Plan annexed at Appendix H of this Commencement Agreement."
28.2 Project Timetable	Insert new definition of "Modular Contractor" as [Reds 10] being the Specialist appointed by the Client to design and install the modular unit(s) described in the Project Brief which will be placed onto the Site and such terms includes any suppliers or subcontractors appointed by that Specialist" At the beginning of clause 6.5 insert: "Subject to clause 6.8" Insert new clauses 6.8 to 6.9 as follows:

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	<p>"Without prejudice to clauses 6.2, 6.7 or 10.11 the Constructor shall:</p> <ul style="list-style-type: none"> a. meet with the Modular Contractor monthly as directed by the Client Representative; b. integrate the Modular Contractor programme into and update the Project Timetable on a monthly basis; c. amend the Project Timetable as required by the Client or where there is any change that may impact any of the key dates in the Project Timetable as referred to in clause 6.9 below and submit this to the Client Representative for approval and the Modular Contractor for information. <p>6.8A The Client Representative shall approve any updates to the Project Timetable in accordance with the Consultant Services Schedule and issue to the Constructor and the Modular Contractor.</p> <p>6.8B Without prejudice to any other obligation in the Partnering Contract and/or this Commencement Agreement the Partnering Team acknowledge the Client's overriding objective to meet prisoner places and the need in this context to work efficiently and to deliver the Project at the earliest reasonable time in order to avoid any unnecessary disruption</p> <p>Insert new clause 6.9 as follows:</p> <p>"The key dates in the Project Timetable include the dates of the following activities:</p> <ul style="list-style-type: none"> (i) Site Delivery Notice issued by the Constructor to the Modular Contractor (ii) Site Logistics plan due from the Modular Contractor to the Constructor (to include Risk Assessment Method Statement (RAMS)) (iii) Site Logistics plan accepted by the Constructor (to include RAMS) (iv) Power On Date provided by the Constructor (v) Site Acceptance Tests / Unit Handover to the Constructor for connections (vi) Site Acceptance Tests / Unit Handover back to the Modular Contractor for commissioning. <p>The Project Timetable shall explain what the Site Delivery Notice, Site Logistics plan, Power On, and Site Acceptance Tests mean to the extent this is not already clear from the Project Brief and/or Partnering Terms in circulation."</p> <p>In the first line of clause 18.3(i) insert after the word "Client" the words "any Project Consultant, Operational Party, the Modular Contractor"</p> <p>At the end of clause 18.3(i) add the following words;</p> <p>"and, where relevant, the Constructor has complied with clauses 6.8 and Special Terms 28.5 to 28.7."</p>
28.3 Modular Works	Add a new Special Term 28.3 as follows:

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	<p>"Without prejudice to clause 6.8 the Constructor and the Consultants acknowledge and agree that:</p> <ul style="list-style-type: none"> • the Modular Contractor is engaged by the Client to undertake works and/or services at or around the Site (the "Modular Works") at or around the same time that the Partnering Team is engaged to undertake and complete the Project in accordance with this Partnering Contract; • the Partnering Team shall permit the execution of such Modular Works by the Modular Contractor and shall manage the interface of its own works and/or services in relation to the Project with such Modular Works, • it shall exercise the skill and care referred to in clause 22.1 not to interfere with and/or impede the progress of the Modular Works and shall observe all reasonable requirements of the Modular Contractor as it may be advised in relation to the carrying out of the Modular Works; • without prejudice to the generality of the foregoing, the Constructor and the Consultants shall co-operate with the Modular Contractor in connection with all matters relating to health and safety subject to Special Term 28.5, <p>and it shall be a condition precedent to any entitlement to an adjustment to the Agreed Maximum Price and/or the Date for Completion that the Constructor may otherwise be entitled to claim that the Constructor is able to demonstrate to the satisfaction of the Client (acting reasonably) that it has first complied with the requirements of this Special Term 28.3."</p>
28.4 Cooperation	<p>Insert new Special Term 28.4 as follows:</p> <p>"(i) Without prejudice to any other provision of this Partnering Contract, the Constructor and the Consultants shall, at their own cost, consult and cooperate with the Modular Contractor and the FM Provider from time to time as may reasonably be necessary and/or appropriate and in accordance with the current Project Timetable when performing its obligations under this Partnering Contract generally and in respect of the works specifically which affect or are likely to affect the Modular Contractor's and/or FM Provider's performance in respect of the Site and/or the Modular Contractor's and/or FM Provider's obligations under its contract with the Client.</p> <p>(ii) Without prejudice to any other provision of this Partnering Contract, the Constructor and the Consultants agree, for the purposes referred to in this Special Term 28.4, to promptly supply to the Client and/or the Modular Contractor and/or the FM Provider (at the Constructor and/or Consultant's own cost) all information and documentation that is reasonably requested by the Client, the Modular Contractor and/or the FM Provider, insofar as the same is:</p> <ul style="list-style-type: none"> i. within the Constructor and/or Consultant's possession or control; ii. not subject to disclosure and/or confidentiality restrictions by statute or pursuant to this Partnering Contract; and iii. is reasonably required by the Modular Contractor and/or FM Provider to properly perform its obligations in respect of the Site and/or to the Client. <p>(iii) The Constructor and the Consultants shall:</p> <ol style="list-style-type: none"> 1. comply with and perform its obligations under this Partnering Contract so as to avoid or (where avoidance is not practicable) mitigate causing the Modular Contractor and/or FM Provider any additional cost, delay or disruption in or about the

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	<p>performance by the Modular Contractor and/or the FM Provider of the Modular Contractor's and/or FM Provider's obligations in respect of the Site and/or to the Client;</p> <p>2. (and shall procure that its personnel (of any type) and/or its Subcontractors and/or its sub-consultants and/or their respective personnel shall) otherwise not:</p> <p>(A) delay, impede, inhibit, disrupt and/or hinder the Modular Contractor and/or the FM Provider in the carrying out of their obligations in relation to the Site;</p> <p>(B) act in a manner that might reasonably be expected to cause the Modular Contractor and/or the FM Provider to be in breach of their obligations in relation to a Site and/or otherwise to suffer and/or incur any loss, delay, disruption, and/or inconvenience in performance of such obligations.</p> <ul style="list-style-type: none"> • (4) Nothing in this Special Term 28.4 shall limit the ability of the Client to make any deductions from any payments falling due to the Constructor and/or Consultants under this Partnering Contract."
28.5 Principal Contractor	<p>Insert new Special Term 28.5 as follows:</p> <ul style="list-style-type: none"> • "The Parties agree that at all times that the Constructor takes primary responsibility for the discussion, coordination and integration of the Modular Contractor programme into the Project Timetable with the Modular Contractor and that at all times even where the Modular Contractor is on Site the Constructor shall remain the Principal Contractor."

THE SECRETARY OF STATE FOR JUSTICE

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

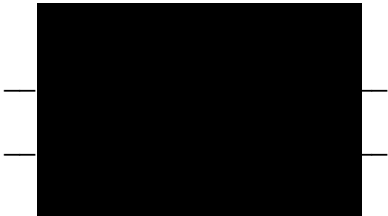
(the “**Client**”)

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 27th day of September 2024

AECOM Limited whose registered office is situated at

Aldgate Tower
2 Leman Street
London
E1 8FA

(the “**Client Representative**”)

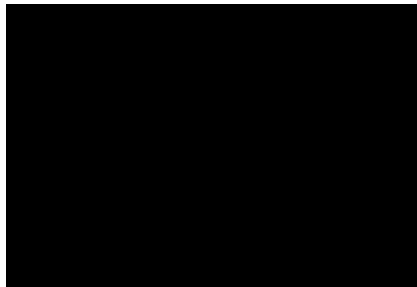
EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/~~Secretary~~



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Galliford Try Building 2014 Ltd whose whose registered office is situated at

PO Box 17452
2 Lochside View
Edinburgh Park
Edinburgh
EH12 1LB
United Kingdom

(the “**Constructor**” and “**Lead Designer**”)

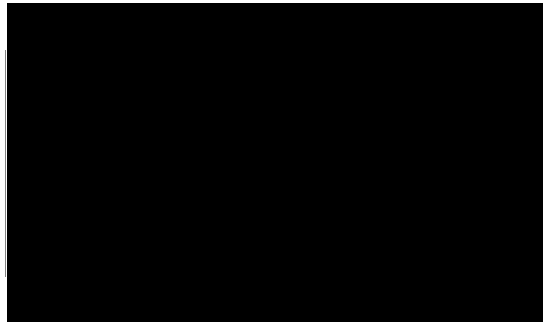
EXECUTED AS A DEED by the **Constructor and Lead Designer**

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 whose registered office is situated at

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

(the “**Cost Consultant**”)

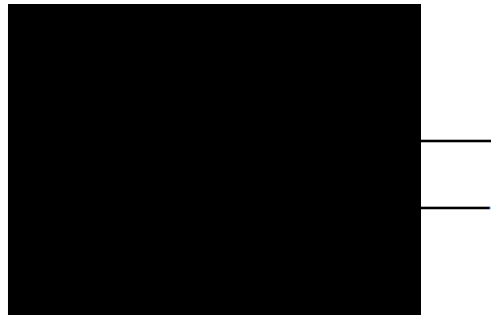
EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary



Galliford Try Building 2014 Limited whose registered office is situated at

2 Lochside View
Edinburgh
EH12 1LB

(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

