



Ministry
of Justice



Home Office



CPS

Establishment: HMP FRANKLAND

Project: Roof Repairs

BPRN: 630/17/4069

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 issues
E	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"> ▪ DPP Cover Sheet ▪ IPP Signed Form of Tender ▪ Summary scope of works ▪ Sequence drawings ▪ Drawing Register ▪ Specifications and Drawings ▪ Sustainability Statement ▪ Quality Management Plan ▪ Statement of any derogations from MOJ standard specifications ▪ Whole life costing statement
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
K	Key Performance Indicators
L	Queries raised by the Technical Assessors and the responses to these queries

OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 08 day of September 2022 (the 'Partnering Contract') made between them in relation to:

Project: HMP Frankland Roof Repairs

Site: HMP Frankland, Brasside, Durham, DH1 5YD

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Galliford Try Building 2014 Limited
Client Representative	Mott Macdonald Limited
Cost Consultant	Turner & Townsend Cost Management Limited
Principal Designer	Galliford Try Building 2014 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 [02 April 2024]
Clause 6.2	Date for Completion [28 March 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 £11,107,769.15 (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

OFFICIAL

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

OFFICIAL

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")

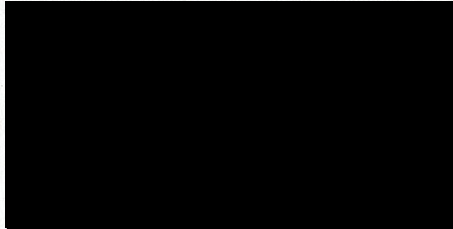
EXECUTED AS A DEED by the **Client** by affixing
hereto its common seal in the presence of



~~or Acting by~~

Authorised signatory

Authorised signatory



Dated the 11 day of APRIL 20 24

MOTT MACDONALD LIMITED

whose registered office is situated at

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

GALLIFORD TRY BUILDING 2014 LIMITED

whose registered office is situated at

PO Box 17452
2 Lochside View
Edinburgh
EH12 1LB

(the **"Constructor"** and **"Lead Designer"**)

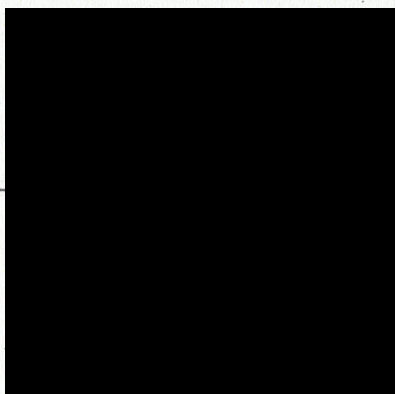
EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary



TURNER & TOWNSEND COST MANAGEMENT

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



OFFICIAL

GALLIFORD TRY BUILDING 2014 LIMITED

whose registered office is situated at

PO Box 17452
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



OFFICIAL