



**Establishment: HMP Wealstun**

**Project: Rapid Deployment Cells**

**BPRN: 315/610/2210**

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## COMMENCEMENT AGREEMENT

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Commencement Agreement		
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<b>F</b>	List of Specialists	Attached
<b>G</b>	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> <li>▪ Summary of the AMP</li> <li>▪ Risk Register</li> <li>▪ Cash flow forecast</li> </ul>	Attached
<b>H</b>	Site Waste Management Plan	Attached
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<b>K</b>	Queries raised by the Technical Assessors and the responses to these queries - RAG Report	Attached
<b>L</b>	Project Partnering Agreement- Specialists who will be partnering Team members	Attached

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 22<sup>nd</sup> day of June 2022 (the 'Partnering Contract') made between them in relation to:

Project: Rapid Deployment Cells

Site: HMP Wealstun

The Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	Galliford Try Building 2014 Ltd
<b>Client Representative</b>	AECOM
<b>Cost Consultant</b>	Turner & Townsend Cost Management Ltd
<b>Principal Designer</b>	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	13 <sup>th</sup> March 2023
Clause 6.2	08 <sup>th</sup> September 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 £2,782,031.88 (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 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 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 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 Risk Register</b>
Clause 18.9	Exceptions to Constructor risk as to Site  <b>None other than those items identified as Client Risk items within the Risk Register</b>

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**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**

**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  
4<sup>th</sup> Floor,  
102 Petty France  
London SW1H 9AJ

(the “**Client**”)

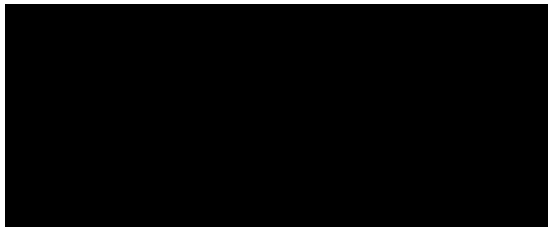
EXECUTED AS A DEED by the **Client** by affixing  
hereto its common seal in the presence of

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

**or** Acting by

Authorised signatory

Authorised signatory



Dated the 24<sup>th</sup> day of February 2023



AECOM Limited of/whose registered office is situated at

Aldgate Tower  
2 Leman Street  
London  
UK  
E1 8FA

(the “**Client Representative**”)

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

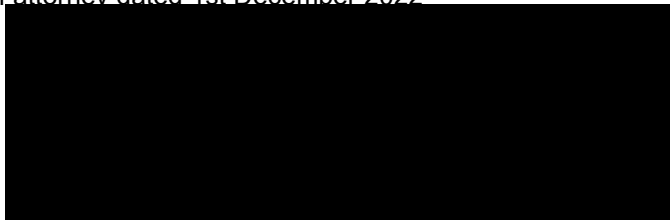
by affixing hereto its common seal in the presence of

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

or Acting by under power of attorney dated 1st December 2022

Authorised Signatory

Authorised Signatory



**Galliford Try Building 2014 Ltd**

Whose registered office is situated at

**PO Box 17452  
2 Lochside View  
Edinburgh  
EH12 1LB**

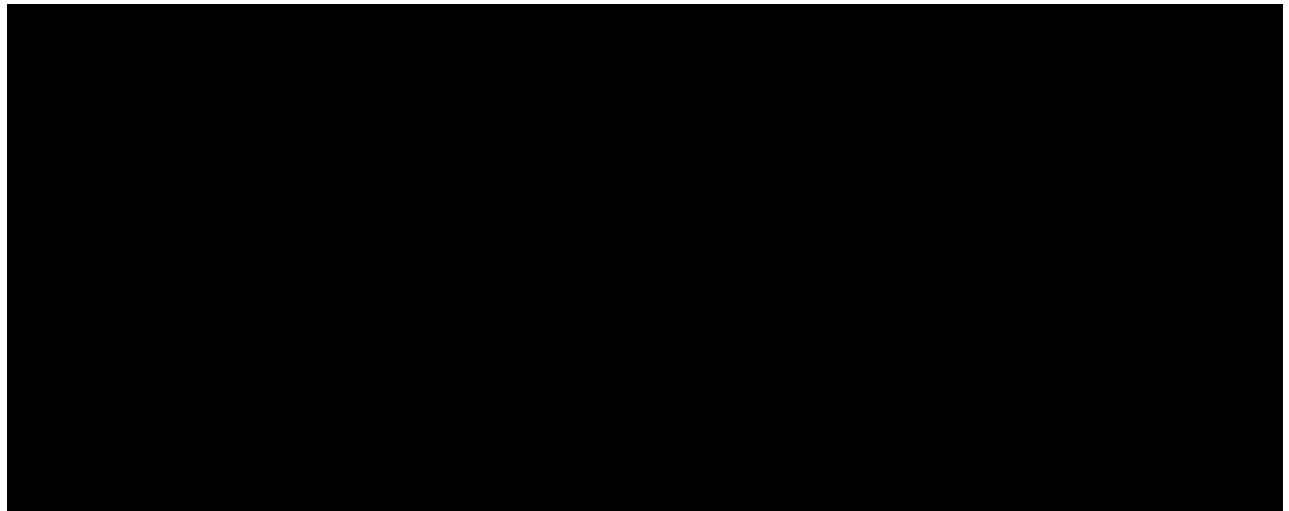
(the “**Constructor, Lead Designer & Principal Designer**”)

EXECUTED AS A DEED by (the “**Constructor and Lead Designer**”)

By affixing hereto its common seal  
in the presence of

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

**or Acting by**



**Turner & Townsend Cost Management Ltd**

Whose registered office is situated at

Low Hall,  
Calverley Lane Horsforth,  
Leeds,  
West Yorkshire  
United Kingdom  
L1 18 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**

Partner

Witness

# Appendix A -

## Project Timetable

# Appendix B -

## Construction Phase Health and Safety Information Pack

# Appendix C -

## Pre-Commencement Surveys

# Appendix D -

## Planning Issues

# Appendix E -

## Developed Project Brief and Project Proposals

- Drawing Register
- Quality Management Plan
- Statement of any derogations from MOJ standard specifications
- Summary scope of works



# Appendix F -

## List of Specialists

# Appendix G -

## Agreed Maximum Price and Price Framework

- Summary of the AMP
- Risk Register
- Cash flow forecast

# Appendix H -

## Site Waste Management Plan

# Appendix I -

## Evidence of Insurance

# Appendix J -

## Key Performance Indicators

# Appendix K -

## Queries Raised by the Technical Assessors and the Response to these Queries

- RAG Reports

# Appendix L -

## Project Partnering Agreement- Specialists who will be Partnering Team members