



Ministry  
of Justice



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CPS

**Establishment: Sunderland Magistrates Court**

**Project: Envelop Works**

**BPRN: 423/18/3846**

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## 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 day of 17<sup>th</sup> November 2021 (the 'Partnering Contract') made between them in relation to:

Project: Envelope Works

Site: Sunderland Magistrates Court The  
Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	Galliford Try Building 2014 Limited
<b>Client Representative</b>	Mott MacDonald Limited
<b>Cost Consultant</b>	Turner & Townsend Cost Management Limited
<b>Principal Designer</b>	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
	05/12/2022
Clause 6.2	Date for Completion
	06/10/2023
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 £3,635,299.43                    (excluding Client Contingency, Professional Fees, Client Costs and VAT)

Clause 12                    The Price Framework is included in Appendix G

                                  The risk sharing arrangements are detailed in the Appendix G

Clause 18.2

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**

*Partnering Terms*

Clause 19.1

Insurance of the Project shall be taken out by the Constructor

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

*Reference in*

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:  
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

United Kingdom

(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 25th day of November 2022

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

Mott MacDonald House,  
8-10 Sydenham Road,  
Croydon,  
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

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

**Galliford Try Building 2014 Limited** of/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

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

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

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 \_\_\_\_\_

**Galliford Try Building 2014 Limited** of/whose registered office is situated at

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

(the "**Principal Designer**")

ECUTED AS A DEED by the **Principal Designer**

by affixing hereto its common seal in the presence of

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

or Acting by



Director

Director/-



