



Ministry
of Justice



Home Office



CPS

Establishment: Merthyr Tydfil Combined Courts
Project: Replacement of AHU's and Chillers

BPRN: 723/18/3843

COMMENCEMENT AGREEMENT

CONTENTS

Commencement Agreement		
Appendix	Title	Comments
A	Project Timetable	Attached
B	Construction Phase Health and Safety Information Pack	Attached
C	Pre-commencement surveys	Attached
D	Planning Issues	Not applicable
E	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"> ▪ DPP Form of Tender ▪ Scope of Works ▪ Sustainability Statement ▪ Quality Management Plan 	Attached
F	List of Specialists	Attached
G	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> ▪ Risk register ▪ Pricing document 	Attached
H	Site waste management plan	Attached
J	Evidence of insurance	Attached
K	KPI's	Attached
L	Queries raised by the Technical Assessors and the responses to these queries	Not applicable
M	Project Partnering Agreement- Specialists who will be partnering Team members	Not applicable
N	Project Partnering Agreement- Specialists appointed by Client	Not applicable
O	Project Partnering Agreement- The Problem-Solving Hierarchy	Attached

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 30th September 2020 (the 'Partnering Contract') made between them in relation to: [HMCTS Regional Small Works relating to emergency Covid Works \(the "Project"\) at various sites across the Wales and Central Region.](#)

Project: Replacement of AHU's and Distribution Boards

Site: Cardiff Magistrates Court

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Tilbury Douglas Construction Ltd
Client Representative	AECOM Limited
Cost Consultant	Pick Everard
Principal Designer	Tilbury Douglas Construction 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:

Agree under this Commencement Agreement that: (Continued)

*Reference in
Partnering Term*

Clause 6.2	The Project Timetable is included in Appendix A of this Commencement Agreement.
Clause 6.2	Date of Possession 6 th March 2023
Clause 6.2	Date for Completion 1 st December 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 £3,198,608.77 (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

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

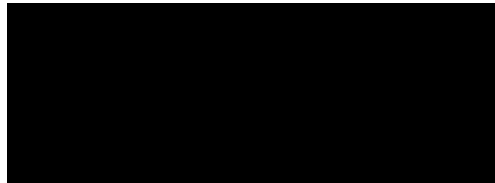
(the "**Client**")

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 22nd day of December 2022


AECOM Limited

Whose registered office is situated at
Aldgate Tower
2 Lemn Street
London
United Kingdom E1 8FA

(the "**Client Representative**")

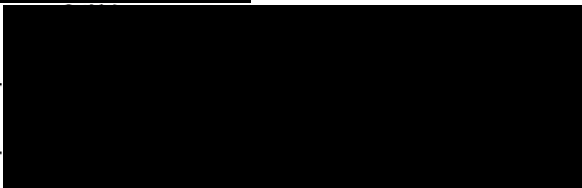
EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

or Acting by under power of attorney dated 

Authorised signatory

Authorised signatory



Tilbury Douglas Construction Ltd
Whose registered office is situated at
30-40 Eastcheap,
London,
England.
EC3M 1HD

(the "Constructor" and "Lead Designer")

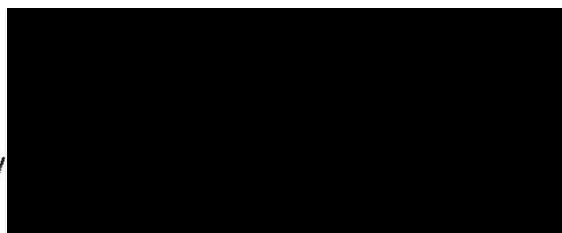
EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary



Pick Everard

whose registered office is situated at
Halford House
Charles Street
Leicester
United Kingdom
LE1 1HA

(the “**Cost Consultant**”)

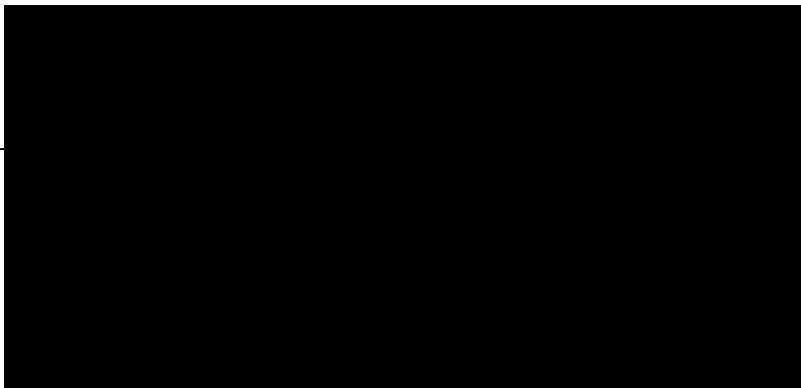
EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

or Acting by

Partner

Witness



Project: Merthyr Tydfil Combined Courts
Project Name: Replacement AHU's and Chillers

COMMENCEMENT AGREEMENT
OFFICIAL

Tilbury Douglas Construction Ltd
Whose registered office is situated at
30-40 Eastcheap,
London,
England.
EC3M 1HD

(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

[Redacted Signature Block]

Appendix A -

Project Timetable

Appendix B -

Construction Phase Health and Safety Information Pack

Appendix C -

Pre-Commencement Surveys

Appendix D - Planning Issues

The Project does not require Planning Consent and therefore there are no issues.

Appendix E -

Developed Project Brief and Project Proposals

Appendix F -

List of Specialists

Appendix G -

Agreed Maximum Price and Price Framework

Appendix H -

Site waste management plan

Appendix J -

Evidence of insurance

Appendix O -

Project Partnering Agreement- The Problem-Solving Hierarchy