



Ministry
of Justice



Home Office



CPS

**Establishment: Portsmouth Combined
Court**

Project: Emergency Covid Works

BPRN: 325/20/6111

COMMENCEMENT AGREEMENT

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Commencement Agreement	
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F	List of Specialists
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OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the day of 20 (the 'Partnering Contract') made between them in relation to:

Project: Emergency Covid works comprising of the replacement of AHU's, chillers, distribution boards, gas fired boiler, calorifiers, HV electrical works, UPS and completion of associated works.

Site: Portsmouth Combined Court, Winston Churchill Ave, Portsmouth PO1 2EB.

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Tilbury Douglas Construction Limited
Client Representative	Faithful and Gould Limited
Cost Consultant	Gleeds Advisory Limited
Principal Designer	Tilbury Douglas Construction 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 12 April 2021
Clause 6.2	Date for Completion 28 January 2022
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 £ 4,736,000.94 (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

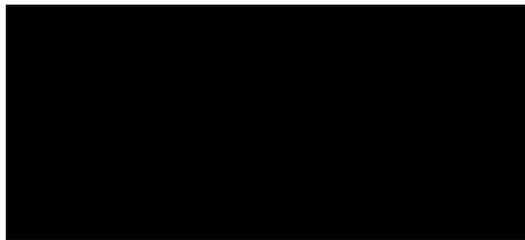
(the "**Client**")

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 26th day of May 2021

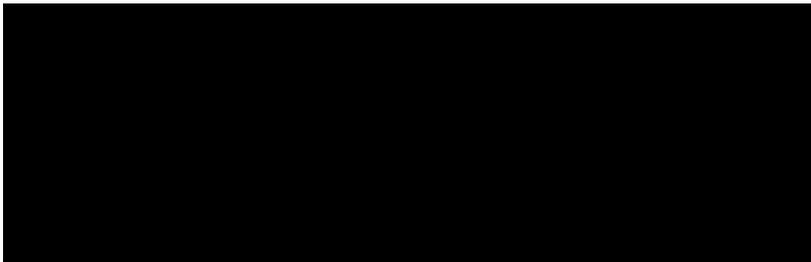
Faithful and Gould Limited of/whose registered office is situated at Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW

(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

Witness

Name of witness:



Address of witness:

Occupation of witness:



Tilbury Douglas Construction Limited of/whose registered office is situated at Ingenuity House, Elmdon Trading Estate, Bickenhill Lane, Birmingham, England, B37 7HQ

(the "Constructor" and "Lead Designer")

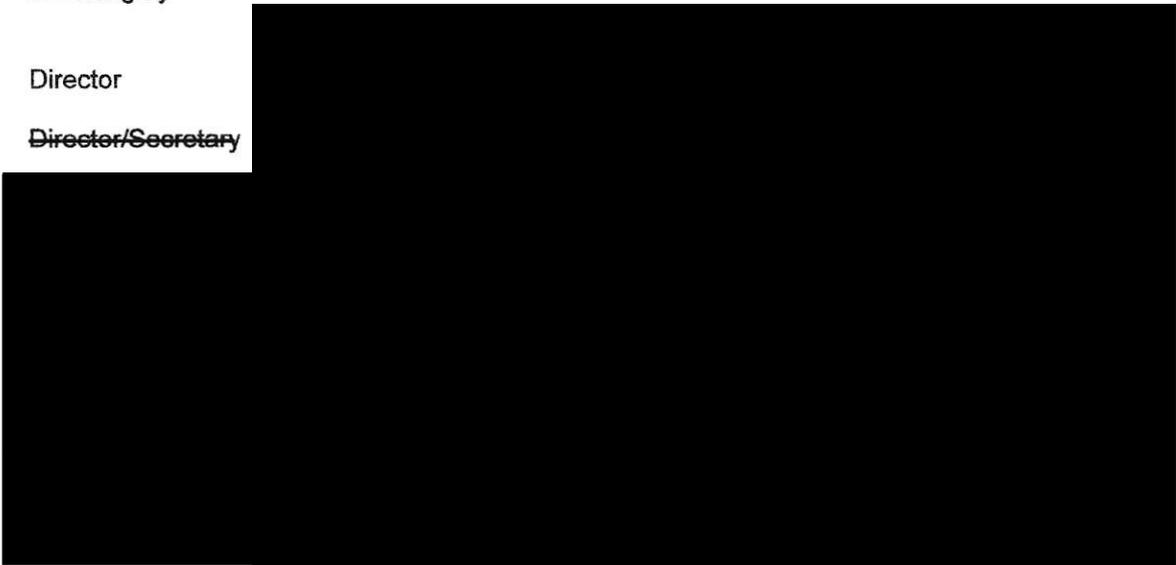
EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary



Gleeds Advisory Limited of/whose registered office is situated at 95 New Cavendish Street,
London, W1W 6XF

(the “**Cost Consultant**”)

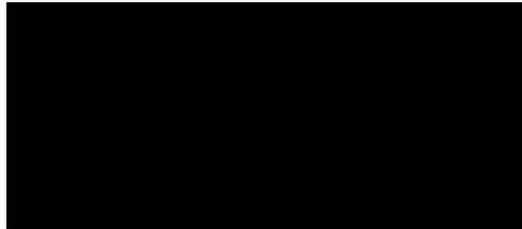
EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

or Acting by

Director _____

Director/Secretary _____



Tilbury Douglas Construction Limited of/whose registered office is situated at Ingenuity House, Elmdon Trading Estate, Bickenhill Lane, Birmingham, England, B37 7HQ

(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~~

