



Ministry
of Justice



Home Office



CPS

Establishment: HMP Foston Hall

Project: Rapid Deployment Cells

BPRN: 597/685/6854

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	Attached
E	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"> Signed DPP Form of Tender Summary scope of works Phase 1 Sequence Drawings Phase 2 Concept Sequence Drawings Drawing Register Specifications and Drawings Sustainability Statement Quality Management Plan Statement of any derogations from MOJ standard specifications Whole life costing statement 	Attached
F	List of Specialists	Attached
G	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> Summary of the AMP Risk Register Cash flow forecast MWFA 	Attached
H	Site Waste Management Plan	Attached
I	Evidence of insurance	Attached
J	Key Performance Indicators	Not applicable
K	Covid-19 Management Plan	Attached
L	Queries raised by the Technical Assessors and the responses to these queries - RAG Report	Attached
M	Project Partnering Agreement- Specialists who will be partnering Team members	Attached
N	Project Partnering Agreement- Specialists appointed by Client	Attached

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 23 day of March 2022 (the 'Partnering Contract') made between them in relation to:

Project: Rapid Deployment Cells

Site: HMP Foston Hall

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Wates Construction Ltd
Client Representative	AECOM
Cost Consultant	WT Partnership (on Behalf of Pick Everard)
Principal Designer	Wates 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 the Developed Project Proposals attached as Appendix A
Clause 6.2	6 th March 2023
Clause 6.2	17 th January 2024
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 £6,226,165 (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

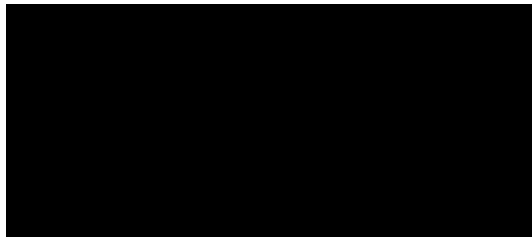
(the “**Client**”)

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 10th day of February 2023

AECOM Limited

Whose registered office is situated at

Aldgate Tower
2 Lemn Street
London
United Kingdom
E1 8FA

(the “**Client Representative**”)

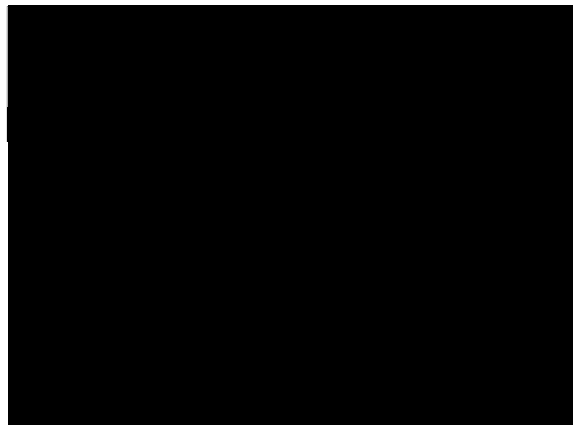
EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

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

Authorised signatory

Authorised signatory



HMP Foston Hall
Rapid Deployment Cells

OFFICIAL

COMMENCEMENT AGREEMENT

Wates Construction Limited
Whose registered office is situated at

**Wates House
Station Approach
Leatherhead
Surrey
KT22 7SW**

(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

As attorney for Wates Construction, In presence of:
Limited under a power of attorney dated



Pick Everard
Whose registered office is situated at
Halford House
Charles Street
Leicester
United Kingdom
LE1 1HA

(the “**Cost Consultant**”)

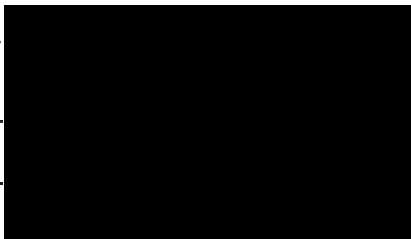
EXECUTED AS A DEED by (the “Cost Consultant”)
By affixing hereto its common seal

in the presence of _____

or Acting by

Partner _____

Witness _____



Appendix A -

Project Timetable

Appendix B -

Construction Phase Health and Safety Information Pack

Appendix C -

Pre-Commencement Surveys

Appendix E -

Developed Project Brief and Project Proposals

Appendix F -

List of Specialists

Appendix G -

Agreed Maximum Price and Price Framework

Appendix I -

Evidence of Insurance

Appendix K -

Queries raised by the Technical Assessors and the responses to these queries

Appendix L -

Project Partnering Agreement- Specialists who will be partnering Team members

Appendix M -

Project Partnering Agreement- Specialists appointed by Client

Appendix N -

Project Partnering Agreement- The Problem Solving Hierarchy