



Ministry
of Justice



Home Office



CPS

Establishment: The Mount

**Project: Upgrade/Replacement of
Industries Heating**

BPRN: 622/18/3289

COMMENCEMENT AGREEMENT

CONTENTS

Commencement Agreement	
<i>Appendix</i>	<i>Title</i>
A	Project Timetable
B	Construction Phase Health and Safety Information Pack
C	Pre-commencement surveys
D	Planning issues
E1	Developed Project Proposals Including: <ul style="list-style-type: none"> ▪ Signed DPP Form of Tender ▪ Summary scope of works ▪ Sequence drawings ▪ Drawing Register ▪ Specifications and Drawings ▪ Sustainability Statement ▪ Quality Management Plan ▪ Statement of any derogations from MOJ standard specifications ▪ Logistics Drawings
E2	Project Brief incorporating any Constructors Services Schedule
F	List of Specialists
G	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> ▪ Summary of the AMP ▪ Risk Register ▪ Cash flow forecast
H	Site Waste Management Plan
J	Evidence of insurance
K	Key Performance Indicators
L	Queries raised by the Technical Assessors and the responses to these queries

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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 11th day of November 2022 (the 'Partnering Contract') made between them in relation to:

Project: **Upgrade/Replacement of Industries Heating**

Site: **HMP The Mount, Molyneaux Avenue, Hemel Hempstead, HP3 0NZ**

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Tilbury Douglas Construction Limited.
Client Representative	Mace Consult Limited
Cost Consultant	Jacobs UK Limited
CDM 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 3rd February 2025
Clause 6.2	Date for Completion 12th June 2026
Clause 6.3	Project in sections As per the Partnering Timetable and Project Timetable
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 HMP The Mount - Logistics Plan Rev F 300323
Clauses 6.4 and 15.3 (i)	Constraints on Site possession/access All in accordance with HMP The Mount - Logistics Plan Rev F 300323.
Clauses 6.4 and 15.3 (i)	Arrangements for deferred or interrupted Site possession As per the Partnering Timetable and Project Timetable
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 £17,328,220.48 (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 and subject always to Special Term 28.22.
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

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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

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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:

Special Terms CDM Principal Designer

The following amendments shall be made to the Partnering Contract:

In the entries for clauses 1.3 and 1.5 in the Project Partnering Agreement the words "Principal Designer/CDM Co-ordinator" shall be replaced with "CDM Principal Designer".

In the entry for clause 3.3 in the Project Partnering Agreement the words "Principal Designer/CDM Co-ordinator" shall be replaced with "CDM Principal Designer".

In the entries for clauses 19.3 and 19.4 in the Project Partnering Agreement the words "Principal Designer/CDM Co-ordinator" shall be replaced with "CDM Principal Designer".

Special Term 28.7 in the Partnering Contract shall be amended further as follows:

The definition of "CDM Co-ordinator" shall be deleted as replaced with a new definition as follows: **"CDM Principal Designer** – the party named in the Project Partnering Agreement to fulfil the role of CDM Principal Designer, as defined in the CDM regulations, subject only to replacement in accordance with the Partnering Terms."

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In the definition of "CDM Regulations" delete "2007" and replace with "2015".

In the definition of "Consultant" delete the words "and the CDM Co-ordinator" and replace with "and the CDM Principal Designer".

In clause 7.1 delete the words "the term "CDM Co-ordinator" shall mean the CDM Co-ordinator" and replace with "the term "principal designer" in the CDM Regulations, shall mean the CDM Principal Designer"

In clause 7.1 delete the words "CDM Co-ordinator" in line 5 and replace with "CDM Principal Designer".

In clause 8.9 delete both references to "CDM Co-ordinator" and replace with "CDM Principal Designer"

Special Term 2.6 Amendment to Clause 2.6

Clause 2.6 limbs (vii) and (viii) Amended to read (vii) the Project Proposals and (viii) the Project Brief incorporating any Constructors Services Schedule

Special Term 28.22 Interpretation of clause 18.3(xvi)

Where additional risks are identified in the entry in the Commencement Agreement for clause 18.3(xvi), to the extent that any of such risk could be construed as falling under any of clauses 18.3(iii), 18.3(v), 18.3(vi), 18.3(viii), 18.3(ix) and/or 18.3(x) as well as clause 18.3(xvi) of the Partnering Contract, such risks shall be deemed to fall under clause 18.3(xvi) of the Partnering Contract.

Special Term 28.23 Part 2A of the Building Regulations**28.23.1 The Constructor:**

- a. has complied and will comply with the requirements of Part 2A of the Building Regulations in carrying out the Project;
- b. warrants that it has the Competence to discharge its duties under Part 2A of the Building Regulations and undertakes the role of Principal Contractor as referred to in the Building Regulations;
- c. subject to a. and b. above and to the extent that the Constructor's obligations under this Commencement Agreement involve the preparation, review and/or validation of any designs in connection with the Project it shall be a "designer" in respect of the same as such term is defined in the Building Regulations;
- d. will notify each of its subcontractors and wider members of its supply chain of their obligations under the Building Regulations and ensure that each has the Competence and is adequately resourced to meet those obligations;
- e. will not carry out the Project or permit any subcontractors to carry out any element of the Project where Competence has not been established for the purposes of Part 2A of the Building Regulations;
- f. notifies the Client if the Constructor ceases to have the Competence required for the purposes of Part 2A of the Building Regulations;
- g. designates an individual who has the task of managing the function of the Principal Contractor; and

- h. allocates adequate resources in relation to health and safety in relation to the Project Timetable to enable it to perform its duties and obligations under Part 2A of the Building Regulations;

28.23.2 For the purposes of this Special Term 28.23 'Building Regulations' shall mean the Building Regulations 2010 (as amended by the Building Regulations etc. (Amendment) (England) Regulations 2023, SI 2023/911); and 'Competence' shall mean organisational capability.

28.23.3 The Client shall appoint a principal designer pursuant to section 11A of Part 2A of the Building Regulations and where it fails so to appoint a principal designer shall fulfil the duties of the principal designer until they appoint another person to that role. For the avoidance of doubt the Constructor is not appointed as the principal designer. The Client shall ensure the principal designer cooperates with the Constructor to ensure compliance with the relevant requirements under the Building Regulations.

Special Term 28.24 – Standard of Care

Nothing in the Partnering Contract or this Commencement Agreement shall be deemed to impose on the Constructor any design obligation which is greater than the reasonable skill and care expected of a qualified and experienced professional designer of the appropriate discipline engaging with projects of a similar scale, value and complexity as the Project (the Standard of Care).

Special Term 28.25 – Constructor's limitation on liability

28.25.1 Notwithstanding any other provision of this Commencement Agreement or any provision of the Partnering Contract, the Constructor's total aggregate liability under or in connection with the Partnering Contract (including this Commencement Agreement and any and all Pre-Construction Agreements) howsoever arising other than in respect of the excluded matters shall be limited to a sum equivalent to one hundred percent (100%) of the Agreed Maximum Price ("the **Aggregate Liability Limit**") provided always that:

- a. the Constructor's aggregate liability for any defect in its design shall be limited to fifty percent (50%) of the Agreed Maximum Price; and
- b. the Constructor's aggregate liability for any indirect or consequential loss shall be limited to an amount equal to twenty percent (20%) of the Agreed Maximum Price; and
- c. the Constructor's liability for any damages for delay howsoever arising, including without limitation, for damages following termination, shall be fully excluded.

and for the avoidance of doubt such limits on liability shall be a sub-limits of and not in addition to the Aggregate Liability Limit.

28.25.2 The excluded matters for the purposes of Special Term 28.25.1 are:

- (1) death or personal injury caused by its negligence; and

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- (2) any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability,

and provided always that the acts or omissions of the Constructor are deemed to include the acts or omissions of its sub-contractors and/or its sub-consultants and/or its sub-suppliers.

THE SECRETARY OF STATE FOR JUSTICE

of
Ministry of Justice
10th Floor,
102 Petty France
London SW1H 9AJ

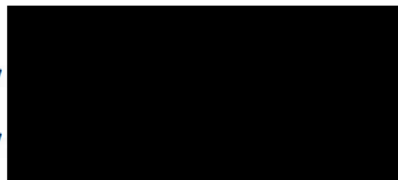
(the "**Client**")

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 05 day of 06 20 25

Mace Consult Limited of/whose registered office is situated at

155 Moorgate,
London,
EC2M 6XB

(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 _____

Director/Secretary _____



Tilbury Douglas Construction Limited of/whose registered office is situated at

30-40 Eastcheap,
LONDON,
EC3M 1HD

(the "**Constructor**" and "**Lead Designer**")

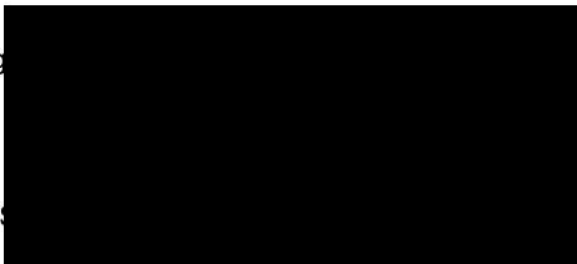
EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

or Acting

Director

Director/s



Jacobs UK Limited of/whose registered office is situated at

Cottons Centre,
Cotton Lane,
London,
SE1 2QG

(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/S _____

Tilbury Douglas Construction Limited of/whose registered office is situated at

30-40 Eastcheap,
LONDON,
EC3M 1HD

(the "**CDM Principal Designer**")

EXECUTED AS A DEED by the **CDM Principal Designer**

by affixing hereto its common seal in the presence of

or Acting

Director

Director/

