



Ministry
of Justice



Home Office



CPS

Establishment: HMP EASTWOOD PARK

Project: WATER & FIRE RING MAIN

BPRN: 532 / 18 / 4764

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 20 (the 'Partnering Contract') made between them in relation to:

Project: **WATER & FIRE RING MAIN**

Site: HMP EASTWOOD PARK

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	TILBURY DOUGLAS CONSTRUCTION LTD
Client Representative	AtkinsRéalis PPS Ltd
Cost Consultant	Gleeds Advisory Limited
Principal Designer	AtkinsRéalis PPS 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	Date of Possession 10 TH February 2025
Clause 6.2	Date for Completion 18 TH September 2025
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
Clauses 7.1A and 7.1.	The BR Principal Designer is: the Constructor (or any successor appointed by the Client from time to time).

Clauses 7.1A
and 7.1B

The BR Principal Contractor is: the Constructor (or any successor appointed by the Client from time to time).

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 £2,048,204.83 (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*

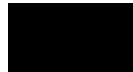
Clause 19.1 Insurance of the Project shall be taken out by the Constructor

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:

A new special term shall be inserted as new clauses 7.1A and 7.1B:

Building Regulations	7.1A	<p>The Constructor warrants to the Client that it:</p> <ul style="list-style-type: none"> (i) will comply with the requirements of Part 2A of the Building Regulations in the performance of the Project; (ii) has the Competence to discharge its duties under Part 2A of the Building Regulations and undertakes the role(s) of BR Principal Designer and BR Principal Contractor as referred to in the Building Regulations; (iii) (subject to clause 7.1A(iii)(b) and to the extent the Project involves the preparation, review and/or validation of any designs in connection with the Project Programme) it shall be a “designer” in respect of the same as such term is defined in the Building Regulations; (iv) will notify each of the Specialists 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;
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		<p>(v) does not carry out the Project or permit any Specialists to carry out the Project where Competence has not been established for the purposes of Part 2A of the Building Regulations;</p> <p>(vi) notifies the Client if the Constructor ceases to have the Competence required for the purposes of Part 2A of the Building Regulations;</p> <p>(vii) designates an individual who has the task of managing the functions of the BR Principal Contractor and BR Principal Designer; and</p> <p>(viii) allocates adequate resources in relation to health and safety in relation to the Project Programme to enable it to perform its duties and obligations under Part 2A of the Building Regulations.</p>
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THE SECRETARY OF STATE FOR JUSTICE

of

Ministry of Justice

10th Floor,

102 Petty France

London SW1H 9AJ

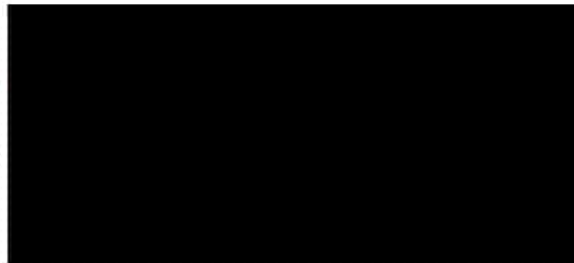
(the "**Client**")

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 11th day of February 20 25

AtkinsRéalis PPS Limited 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 A

Dire

Dire



TILBURY DOUGLAS CONSTRUCTION LTD whose registered office is situated at

30-40 Eastcheap,
London.
EC3M 1HD

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

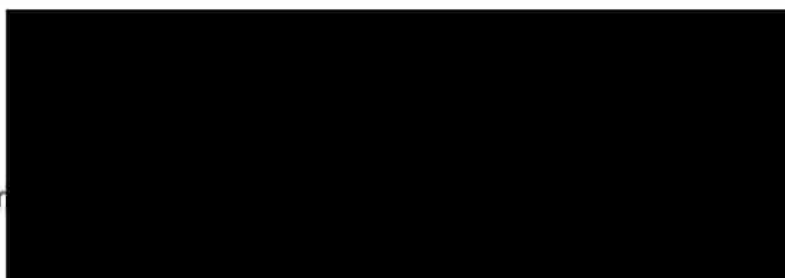
EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary

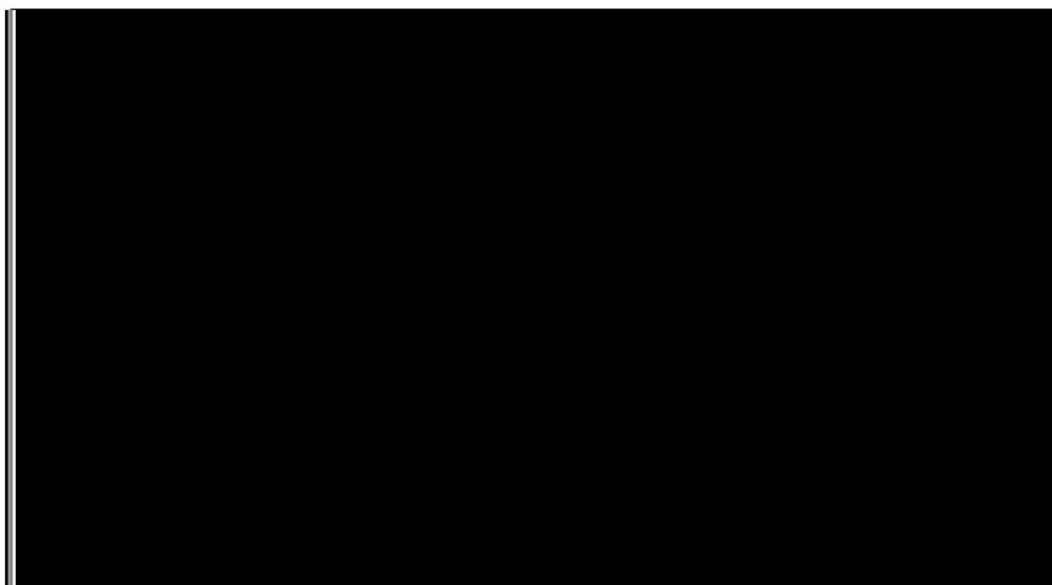


Gleeds Advisory Limited whose registered office is situated at:

Aurora,
Finzels Reach
Counterslip
Bristol
BS1 6BX

(the "**Cost Consultant**")

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



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TILBURY DOUGLAS CONSTRUCTION LTD whose registered office is situated at

30-40 Eastcheap,
London.
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/Secr

