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Establishment: HMP Wymott

Project: Rapid Deployment Cells

BPRN: 615/21/3194

COMMENCEMENT AGREEMENT

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CONTENTS

Commencement Agreement	
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B	Construction Phase Health and Safety Information Pack
C	Pre-commencement surveys
D	Planning issues
E	Developed Project Brief and 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 ✦ Whole life costing statement
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 22nd day of June 2022 (the 'Partnering Contract') made between them in relation to:

Project: HMP Wymott

Site: Rapid Deployment Cells

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	ISG Construction Ltd
Client Representative	Jacobs UK Ltd
Cost Consultant	WT Partnership
Principal Designer	WT Partnership

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:

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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 05/09/2022
Clause 6.2	Date for Completion 23/12/2022
Clause 6.3	Project in sections
Clauses 6.4 and	As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.
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

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Agree under this Commencement Agreement that: (Continued)*Reference in
Partnering Terms*

Clause 12	The Agreed Maximum Price is £3,781,121.38
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

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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:

There are no additional Special Terms other than those previously included within the Project Partnering Agreement |

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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 14 day of Sept 20 22

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Jacobs UK Ltd of/whose registered office is situated at

Cottons Centre,
Cottons Lane,
London,
United Kingdom,
SE1 2QG

(the “**Client Representative**”)

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

by affixing hereto its common seal in the presence of

or Acting by

Authorised Signatory

Name _____

In the presence of

Witness

Name, Address

And Occupation of

Witness



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ISG Construction Ltd of/whose registered office is situated at:

Aldgate House,
33 Aldgate High Street,
London,
EC3N 1AG

(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 a 

Authorised Signator

Name _____

In the presence of

Witness

Name, Address

And Occupation of

Witness



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WT Partnership Ltd of/whose registered office is situated at

AMP House
Dingwall Road
Croydon
CRO 2LX

(the "**Cost Consultant**")

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

by affixing hereto its common seal in the presence of

or Acting by

Authorised Signatory

Name _____

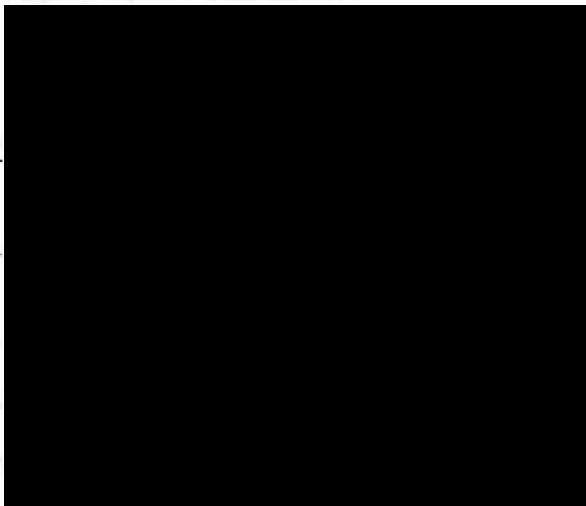
In the presence of _____

Witness _____

Name, Address _____

And Occupation of _____

Witness _____



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WT Partnership Ltd of/whose registered office is situated at

AMP House
Dingwall Road
Croydon
CR0 2LX

(the "**Principal Designer**")

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

by affixing hereto its common seal in the presence of

or Acting by

Authorised Signatory

Name _____

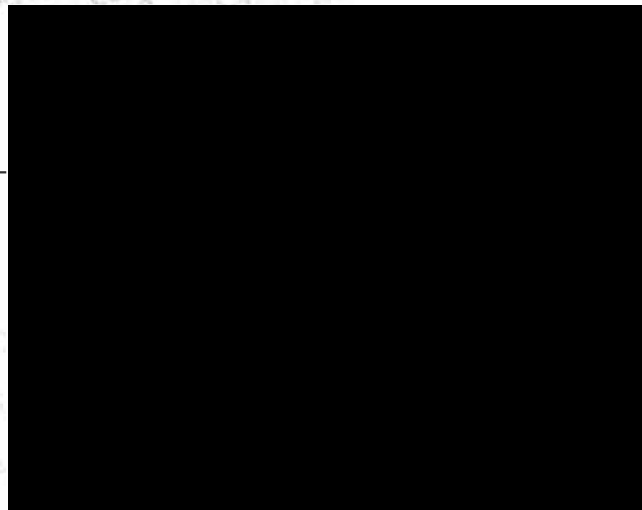
In the presence of

Witness _____

Name, Address

And Occupation of

Witness



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