

Erlestoke RDCP



Ministry
of Justice



Home Office



CPS

Establishment: HMP Erlestoke

Project: Rapid cell Deployment

BPRN: 533/21/3223

COMMENCEMENT AGREEMENT

OFFICIAL

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Commencement Agreement	
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Erlestoke RDCP

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 25th day of May 2022 (the 'Partnering Contract') made between them in relation to:

Project: Rapid Cell Deployment

Site: HMP Erlestoke

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	ISG Construction Limited
Client Representative	Faithful and Gould Limited
Cost Consultant	Gleeds Advisory Ltd
Principal Designer	Faithful and Gould 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:

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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

20 February 2023

Clause 6.2 Date for Completion

7 August 2023

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

1. Agree under this Commencement Agreement that: (Continued)**2. Reference in
Partnering Terms**

Clause 12	The Agreed Maximum Price is £6,222,426 (six million two hundred and twenty two thousand four hundred and twenty six pounds (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

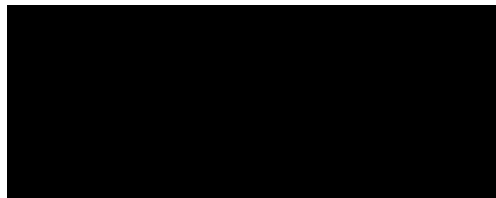
(the “**Client**”)

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 09th day of February 2023

Faithful And Gould Limited whose registered office is situated at

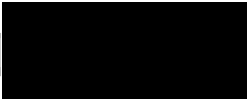
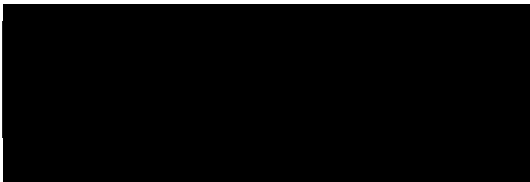
Woodcote Grove
Ashley Road
Epsom
Surrey
KT18 5BW

(the “**Client Representative**”)

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

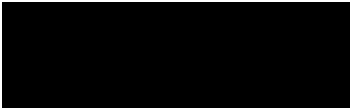
by affixing hereto its common seal in the presence of

Director

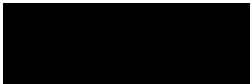
 

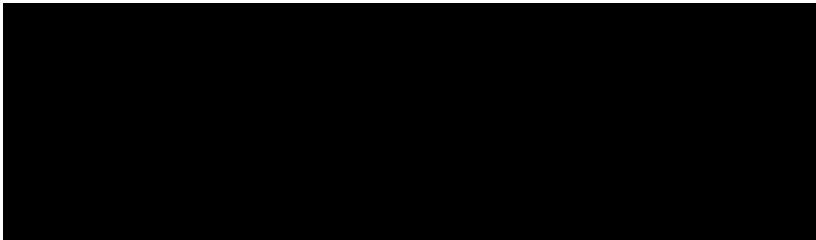
or Acting by

In the presence of (signature of witness) _

 _____

Name of witness

 _____

 _____

ISG Construction Ltd 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

Director

In the presence of (signature of witness)

Name
of
witness

Address of witness

Occupation of **Legal Counsel**
witness

Gleeds Advisory Ltd 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 _____

ISG Construction Ltd whose registered office is situated at

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

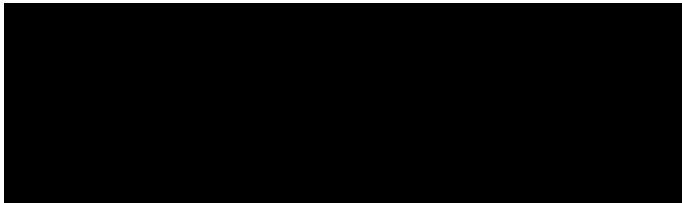
(the “Principal Designer”)

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

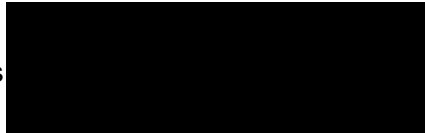
by affixing hereto its common seal in the presence of

or Acting by

Director



In the presence of (signature of witness



Name of witness



Address of witness 1 Buchanan Gate, Stepps, G33 6FB

Occupation of witness Legal Counsel