



**Ministry of
JUSTICE**

Establishment: HMP Leeds

**Project: E&F Wing Roof Replacement &
Replace Roof on Healthcare and Gym**

BPRN: 562/18/3110 & 562/20/6924

COMMENCEMENT AGREEMENT

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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
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 ▪ HMP Leeds Inflation Document
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

OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 9th day of August 2021 (the 'Partnering Contract') made between them in relation to:

Project: E&F Wing Roof Replacement & Replace Roof on Healthcare and Gym

Site: HMP Leeds

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	ISG Construction Limited
Client Representative	Mott MacDonald Limited
Cost Consultant	Turner & Townsend Cost Management Limited
Principal Designer	ISG 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 25 th April 2022
Clause 6.2	Date for Completion 6th June 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
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 £11,245,310.98 (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:
- 15%**
- With the following additional or adjusted risks:
- None required**
- 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.**

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

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

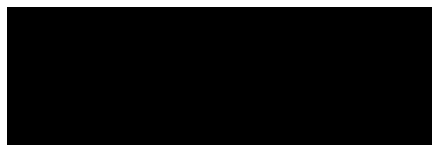
(the “**Client**”)

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 14th day of October 2022

MOTT MACDONALD LIMITED

of/whose registered office is situated at

8-10 Sydenham Road
Croydon
CR0 2EE

(the “**Client Representative**”)

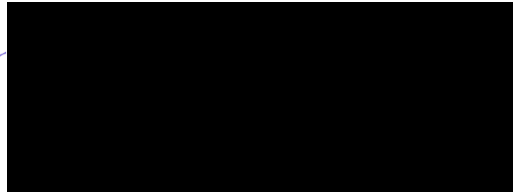
EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secret



ISG CONSTRUCTION LIMITED

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 Power of Attorney dated [REDACTED]

Authorised Signatory [REDACTED] _____

In the presence of

Witness [REDACTED] _____

Name, Address, Occupation of Witness: [REDACTED], Aldgate House London
EC3 1AG

TURNER & TOWNSEND COST MANAGEMENT LIMITED

of/whose registered office is situated at

Low Hall
Calverley Lane Horsforth Dingwall Road
Leeds
LS18 4GH

(the “**Cost Consultant**”)

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

by affixing hereto its common seal in the presence of

[REDACTED]

or Acting by

Director

[REDACTED]

Director/Secretary

ISG CONSTRUCTION LIMITED

of/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 a Power of Attorney dated [REDACTED]

Authorised Signatory [REDACTED] _____

In the presence of

Witness [REDACTED] _____

Name, Address, Occupation of Witness: [REDACTED], Aldgate House London
EC3 1AG