



**Ministry of  
JUSTICE**

**Establishment: HMP Durham**

**Project: A Wing Flooring**

**BPRN: 530/17/4089**

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## **COMMENCEMENT AGREEMENT**

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Commencement Agreement	
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## OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 13th day of January 2021 (the 'Partnering Contract') made between them in relation to:

Project: A Wing Flooring

Site: HMP Durham

The Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	ISG Construction Ltd
<b>Client Representative</b>	Mott MacDonald Ltd
<b>Cost Consultant</b>	W T Partnership International Ltd
<b>Principal Designer</b>	W T Partnership International 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  07/11/2022
Clause 6.2	Date for Completion  16/02/2026
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

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

Clause 12	The Agreed Maximum Price is £6,888,094.03 (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  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.3(xvi)	Additional events entitling claim for extension of time  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.5	Adjusted extensions of time entitling additional Site Overheads  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.6	Adjusted extensions of time entitling claim for unavoidable work/expenditure  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.9	Exceptions to Constructor risk as to Site  <b>None other than those items identified as Client Risk items within the Risk Register</b>

**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**

**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:<br><br><b>None required</b>   |
| Clause 19.6 | Latent Defects Insurance by:<br><br><b>None required</b>   |
| Clause 19.7 | Whole Project Insurance by:<br><br><b>None required</b>  |
| Clause 19.9 | Amount and form of any advance payment guarantee/performance bond/parent company guarantee/retention bond:<br><br><b>None required.</b>  |
| 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:<br><br>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

10<sup>th</sup> 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

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**or** Acting by

Authorised signatory



Authorised signatory



Dated the 29 day of September 2022



Mott MacDonald of/whose registered office is situated at  
Mott MacDonald House,  
8-10 Sydenham Road,  
Croydon CR0 2EE,  
United Kingdom

(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/Secre



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 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

[REDACTED]

OFFICIAL

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W T Partnership International Ltd of/whose registered office is situated at  
Amp House,  
Dingwall Road,  
Croydon, Surrey,  
CR0 2LX

(the "**Cost Consultant**")

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

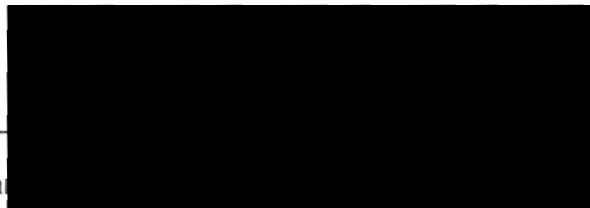
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director

Director/Secreta



OFFICIAL

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W T Partnership International Ltd of/whose registered office is situated at  
Amp House,  
Dingwall Road,  
Croydon, Surrey,  
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

Director

Director/Secretary

