



**Ministry of  
JUSTICE**

**Establishment: HMP Preston**

**Project: PIDS + Walls Works**

**BPRN: 587/22/9575**

---

## **COMMENCEMENT AGREEMENT**

---

**CONTENTS**

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 (Not Used)
E	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"> <li>▪ Signed DPP Form of Tender</li> <li>▪ Design Proposal</li> <li>▪ Health and Safety</li> <li>▪ Whole life costing statement</li> <li>▪ <del>Statement of any derogations from MOJ standard specifications</del></li> <li>▪ <del>Summary of DPP (N/A)</del></li> <li>▪ <del>Drawing Register (N/A)</del></li> <li>▪ <del>Specifications and Drawings (N/A)</del></li> <li>▪ <del>Quality Management Plan (N/A)</del></li> <li>▪ <del>Sustainability Policy (N/A)</del></li> </ul>
F	List of Specialists
G	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> <li>▪ Summary of the AMP</li> <li>▪ Risk Register</li> <li>▪ Cash flow forecast</li> <li>▪ Cost Component Breakdown</li> </ul>
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 (Not Used)

OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 30<sup>th</sup> May 2023 (the 'Partnering Contract') made between them in relation to:

Project:           **Walls + PIDS Work**

Site:               **HMP Preston**

The Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	ISG Construction Limited
<b>Client Representative</b>	Mott MacDonald Limited
<b>Cost Consultant</b>	Turner & Townsend Cost Management Limited
<b>Principal Designer</b>	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. ~~The DPP within Appendix E shall comply fully with the requirements of the Project Brief contained in the Project Partnering Agreement. By signing this Commencement Agreement, the Constructor agrees to address all outstanding comments in the Design Comments Tracker (Appendix L) and provide all necessary information during Stage 5 to the satisfaction of the Client Rep and the Technical Assessor team. This information shall be submitted, and the outstanding queries closed out, prior to commencement of the relevant construction works.~~
3. The following details shall apply by reference to the listed clauses of the Partnering Terms:

## OFFICIAL

---

**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  09 <sup>th</sup> April 2024
Clause 6.2	Date for Completion  26 <sup>th</sup> December 2024
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

## OFFICIAL

---

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

Clause 12	The Agreed Maximum Price is £1,924,772.78 excluding Client Contingency, Professional Fees, Client Costs and 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>

OFFICIAL

---

**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**

OFFICIAL

OFFICIAL

---

**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

OFFICIAL

**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

**or Acting by**

Authorised signatory

[Redacted Signature]

Authorised signatory

[Redacted Signature]

Dated the 10th day of May 2024

OFFICIAL



---

**MOTT MACDONALD LIMITED**  
of  
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

[Redacted Signature]

Director/Secretary

[Redacted Signature]



**TURNER & TOWNSEND COST MANAGEMENT LIMITED**  
of  
Low Hall  
Calverley Lane  
Horsforth  
Leeds  
LS18 4GH

(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/Secretary

\_\_\_\_\_  


OFFICIAL

---

**ISG CONSTRUCTION LIMITED**

Whose registered office is situated at

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

(the “**Principal Designer/CDM Coordinator**”)

EXECUTED AS A DEED by ISG Construction Limited (the “Principal Designer/CDM Co-ordinator”)

By affixing hereto its common seal  
in the presence of

\_\_\_\_\_

\_\_\_\_\_

or

Authorised Signatory

In the presence of

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

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

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

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

OFFICIAL