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1. PURPOSE

- 1.1 The Windrush Commemoration Committee (WCC), chaired by Baroness Benjamin, is commissioning a permanent, fitting, physical tribute to the Windrush generation to be erected in London Waterloo station. The Ministry of Housing, Communities and Local Government (MHCLG) is delivering and funding this work in collaboration with the WCC.
- 1.2 The aim is for this monument to be designed, fabricated and delivered by the selected artist – and any parties sub-contracted by the artist to this end – in time for its unveiling on Windrush Day (22 June) 2022. It is envisaged that these stages will be completed by May 2022 to ensure that there is a sufficient amount of time for its secure installation and any associated construction work to take place prior to the unveiling.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 MHCLG is the department for communities. This work feeds into MHCLG's objective of creating socially and economically stronger and more confident communities. The project aims to ensure that people of Caribbean descent see that the Government is keen to recognise and thank both them and their descendants for their contribution to the UK's economic, social and cultural life.
- 2.2 The project is being led by the WCC, a group of influential voices within the UK's Black, Asian and Minority Ethnic communities – many of whom have a direct personal connection to the Windrush generation – with the support of MHCLG.
- 2.3 On 9 December 2021, the Ministry of Housing, Communities and Local Government (MHCLG) is to change its name to the Department for Levelling Up, Housing and Communities (DLUHC). Assuming that the contract is executed prior to 9 December 2021, the contracting authority is in the name of MHCLG, but the billing address is given as DLUHC. DLUHC will assume all legal liabilities and obligations of MHCLG and from 9 December 2021 onwards, we shall only refer to DLUHC as the contracting party.

3. BACKGROUND TO REQUIREMENT

- 3.1 The Windrush monument is a complex public arts project that will result in a permanent monument located within London Waterloo station (see 24.3 for exact location). The date for unveiling is planned for the 22 June 2022 (Windrush Day).
- 3.2 The project was commissioned by the then Prime Minister Theresa May on Windrush Day 2018 and continues to have full support and interest from No. 10. It is a landmark project for the British Caribbean community, the wider British public and people of Caribbean heritage across the world.
- 3.3 There are three main strands to the project:
 - A. Selecting an artist and their design. This stage is being supported by arts consultancy UP Projects.

- B. Ensuring the appropriate technical support to realise the chosen design of the monument and place it securely and safely in situ. This will involve, but may not be limited to, an engineering consultancy, construction, and legal agreements concerning use of the location, maintenance of the monument and insurance. UP Projects will provide artist liaison, coordination and curatorial support throughout the design development and implementation phase.
- C. A legacy programme aimed at promulgating the Windrush experience and purpose, and the significance of the monument. The exact scope of this element is to be determined. It is expected that the artist will be actively involved in the legacy element, including providing further information on the design of the monument for the public to access.

4. OVERVIEW OF REQUIREMENT

4.1 The selected artist will be responsible for:

- A. Finalising the design of the monument – in collaboration with all necessary partners (see 7.2).
- B. Arranging for and overseeing the monument's fabrication (which will likely involve sub-contracting a third party, e.g., a foundry).
- C. Ensuring that the monument is safely delivered to the site at Waterloo station in good time (date to be agreed) to allow for its secure installation within the specified timeframe and in good time for the monument unveiling on the 22 June 2022.
- D. Supporting the construction, assembly and installation process for the monument, including advising on the desired positioning, finish and details of the monument itself and any in the immediate surrounding area. It is envisaged that this will require travelling to the site (Waterloo station) prior to the monument unveiling, including overseeing the installation process itself.
- E. Working closely and collaboratively with the arts consultancy (UP Projects), engineering firm, Network Rail and any construction company and associated architects contracted by MHCLG to ensure adherence to site specifications and safety requirements throughout every stage of the project.
- F. Ensuring that they are available to attend the unveiling ceremony on 22 June 2022.
- G. Attending meetings with partners detailed at 7.2 as and when requested (whether virtually or in person) in order to provide information on the design and to discuss any issues with construction, installation or delivery, and/or other risks to the programme.
- H. Collaborating with partners delivering the legacy programme by providing content related to the artist, the background and vision of the design, and the fabrication process for the monument.

- I. Engaging in public relations including press releases to promote the monument and its lasting legacy (see 6.1.5).
- 4.2 This contract is with the chosen artist, who will be responsible for the design, fabrication and delivery of a monument according to the specifications of the final design as agreed with the WCC and MHCLG. Where work is sub-contracted by the artist to a third party, MHCLG will retain an exclusive contractual relationship with the artist only. The artist will be responsible for ensuring that any third party involved in the fabrication of the monument also complies with the requirements of this contract.
- 4.3 In line with our approach to further social value in all contracts as set out in 'Public Services (Social Value) Act 2012', MHCLG expects the chosen artist to cooperate and engage with stakeholders and communities through the delivery of the contract to support strong, integrated communities (see 11).
- 4.4 The artist must also ensure that they arrange for all necessary work and travel permits (including any visas required) to be in place in good time to enable them to work on this project without jeopardising the overall timeline.

5. DEFINITIONS

Expression or Acronym	Definition
WCC	Windrush Commemoration Committee
MHCLG	Ministry of Housing, Communities and Local Government
DLUHC	Department for Levelling Up, Housing and Communities

6. SCOPE OF REQUIREMENT

- 6.1 MHCLG requires an artist to see their chosen design through to its safe and secure delivery at the installation site, working collaboratively with associated partners to ensure that their vision is realised on time and within budget to provide a fitting tribute to the Windrush generation and their descendants for many decades to come.
- 6.1.1 This contract is for the design, fabrication and delivery of the monument only. It is expected that the chosen artist should feed into the design and approval process for any additional construction and/or architectural elements (e.g., changes to the nearby glass barrier/handrail required for health and safety, modifications to flooring/tiling around the monument, any plaque/dedication), as well as overseeing the installation process, but the implementation of these will not be the responsibility of the artist. MHCLG will communicate the timescale for feeding into these processes as soon as they have been confirmed.
- 6.1.2 While the artist is responsible for ensuring that the monument itself adheres to the final design agreed by December 2021 between the

WCC and MHCLG, they will not be responsible for the design and implementation of any further safety elements or structural changes required in the immediate surrounding area to ensure that the monument complies with health and safety specifications.

- 6.1.3 The artist will be expected to work closely with the WCC, MHCLG, UP Projects, Ramboll, Network Rail and any construction company and/or architects contracted by MHCLG to ensure that any additional design or construction elements to the site work harmoniously with the monument itself, including any technological elements related to the legacy programme.
- 6.1.4 This will also include being available to answer questions on the design and providing further detail as required, either to MHCLG or any of the partners listed at 7.2.
- 6.1.5 In addition, the artist should be willing to provide press statements to help give context to the design and raise awareness as part of any public relations/public engagement or press engagement. In particular, key points for public awareness raising where the artist should be ready to engage will be the announcement of the chosen artist, completion of the fabrication process/delivery, and the unveiling.
- 6.1.6 Engagement with the press will be arranged through the MHCLG Communications team, and the artist should refrain from any contact with the press not authorised by MHCLG. In any social media, it is envisaged that the WCC and MHCLG be tagged or referenced.

7. THE REQUIREMENT

- 7.1 The key deliverables for this work are:
 - A. The finalised **design** of the monument – developed from the original conception through to the finished product.
 - B. The **fabrication** of the monument – including any sculpting, moulding, casting and any other production and/or technological processes (e.g., modelling, scanning, computer manipulation, rendering) required to produce the monument and the desired finish and details according to specifications.
 - C. The **delivery** of the monument to the installation site – including shipping.
 - D. **Overseeing the installation process** – with the artist ensuring their availability to advise and support as necessary.
 - E. **Input into the legacy element** of the monument – including contributing/linking to any technological solutions used (e.g., QR code, website) and being willing to contribute to this workstream by providing content on the background and story of the monument's design (timescales to be confirmed; MHCLG will communicate these to the artist with as much advance notice as possible).

- F. **Input into any associated signage** (e.g., plaque/dedication). This will require the artist's full cooperation, but it will remain the right of MHCLG and Network Rail to signpost to the monument however they see fit (timescales to be confirmed; MHCLG will communicate these to the artist with as much advance notice as possible).
- G. **Attendance at – and contribution to – the unveiling ceremony**, scheduled for 22 June 2022 at London Waterloo,
- H. **Answering questions** from MHCLG or any partners (7.2) on the design and its construction to facilitate associated work.
- I. **Cooperation with any public relations and press releases** – organised by MHCLG, working in junction with the WCC and UP Projects.
- 7.2 In addition, the artist will be required to collaborate with the following partners – in addition to MHCLG – on an ongoing basis, either in person or virtually, to help ensure that the vision for the monument and its legacy is realised in a safe and timely manner, within budget:
- A. The WCC (Windrush Commemoration Committee) – a group of influential voices within the UK's Black, Asian and Minority Ethnic communities, chaired by Baroness Floella Benjamin. It is envisaged that the artist will attend meetings of the WCC on a quarterly basis.
 - B. Arts consultancy UP Projects
 - C. Engineering firm Ramboll
 - D. Legal advisors (both third-party and from MHCLG)
 - E. Network Rail
 - F. Any additional hired construction company and/or architects contracted by MHCLG to work on this project (to be determined)
 - G. Any cultural and/or community organisations funded by MHCLG to deliver the associated legacy programme (to be determined)
- 7.3 The artist should be willing to work collaboratively with those listed at 7.2 and to make adaptations to the monument's design to cover any health and safety concerns, construction concerns, or any other concerns raised by Network Rail especially but not limited to ensuring that access in the area is not impeded and any maintenance requests.

8. KEY MILESTONES AND DELIVERABLES

- 8.1 The following contract milestones/deliverables shall apply:

Milestone/deliverable	Description	Timeframe or delivery date
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1	Completed maquette/finalised design	No later than end of December 2021
2	Fabrication of the monument	No later than end of April 2022
3	Delivery of the monument to the installation site	No later than mid-May 2022
4	Overseeing of the monument's installation	No later than end of May 2022
5	Contribution to/input into the legacy element	No later than end of May 2022
6	Input into any associated signage	No later than mid-June 2022
7	Attendance at – and contribution to – the monument unveiling	22 June 2022

9. MANAGEMENT INFORMATION/REPORTING

- 9.1 The chosen artist will provide regular updates to the WCC and MHCLG in line with a schedule to be determined by MHCLG – as well as on an ad-hoc/exceptional basis as required to work through any unexpected issues during the contract period – provided that reasonable notice has been given.
- 9.2 In particular, the artist will be required to attend WCC meetings on a quarterly basis.
- 9.3 UP Projects will support with day-to-day managing of the relationship between the chosen artist and MHCLG.
- 9.4 Notwithstanding the role of UP Projects, ultimate responsibility for the contractual relationship lies with MHCLG.

10. CONTINUOUS IMPROVEMENT

- 10.1 In conjunction with UP Projects, the chosen artist should present any new ways of working to the WCC and MHCLG during regular review meetings.
- 10.2 Changes to the way in which the design is to be realised must be brought to MHCLG's attention and agreed with the WCC prior to any changes being implemented.

11. SOCIAL VALUE

- 11.1 All contracts with MHCLG must further social value. MHCLG expects the chosen artist to cooperate and engage with staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities (Model Award Criteria 8.2 of Public Services [Social Value] Act 2012).
- 11.2 The artist, through their work on this project, is expected to raise awareness to promote strong, integrated communities through its performance of the contract in order to improve community integration.
- 11.3 This can be achieved through providing opportunities for public and community engagement or partnering/collaborating with the communities themselves.
- 11.4 See KPI 8 at 20.1.

12. HEALTH AND SAFETY

- 12.1 As the monument will be located adjacent to a 1.2-m-high glass barrier overlooking the lower concourse, it must not be easily climbable.
- 12.2 The artist must agree to all health and safety requirements stipulated by Network Rail.

13. MAINTENANCE AND SUSTAINABILITY

- 13.1 As a permanent monument in a busy station, the outcome should require minimal, low-cost maintenance and be constructed in any robust and durable material.
- 13.2 The final design and materials used must be agreed in advance with Network Rail. The artist must only use materials that require standard maintenance procedures and that will not hinder regular upkeep (through e.g. buffing, waxing) in coming years in order to maintain the monument's intended visual appearance. Construction, design and management (CDM) requirements must be adhered to so that the monument does not require complex, unusual or specialist access and maintenance, e.g. for repair or cleaning.
- 13.3 Said material must be sustainable, e.g. not one that exploits finite resources. The artist is expected to review the environmental and sustainability policy of any sub-contracted fabricator/foundry to explore options.
- 13.4 The monument must be vandal-resistant, fireproof and resistant to damage from items being thrown at it. It must be also be graffiti-friendly (i.e. graffiti can be easily treated/removed).

- 13.5 As pigeons have been identified as an issue within the station by Network Rail, the monument must be able to withstand the application of a discreet system for pest control if appropriate and will not impair the monument visually.
- 13.6 The design life of the monument is envisaged to be 100 years, with minimal planned maintenance from completion. Details of maintenance in the period up to 30 years should be finalised in an access and maintenance plan to be determined between MHCLG and Network Rail and in consultation with the artist.
- 13.7 While Network Rail is not a party to this contract, which is between MHCLG and the artist only, it should be noted that MHCLG and Network Rail will work together to establish specific responsibilities relating to the monument's care, custody and maintenance once it has been installed and unveiled to enable safe operation of the station. Suitable information must be provided by the artist to enable the maintainer to maintain the monument in its final condition once installed inside the station.

14. INSURANCE

- 14.1 At the time of their appointment, the commissioned artist will be expected to provide evidence that they have appropriate public liability insurance cover and professional indemnity cover.
- 14.2 The level of public liability cover must be £5 million.

15. PRICE

- 15.1 The price for this work is £473,471.00. The pricing schedule (in GBP, including VAT) is as follows:
[REDACTED]
- 15.2 With the exception of the artist fee, the exact price for each item above should be scrutinised and amended according to the most cost-effective option available through a process of design development (October-December 2021), in collaboration with UP Projects.
- 15.3 MHCLG reserves the right to approve all spend.
- 15.4 The schedule for payments for the artist's fee can be found at 22.1.

16. STAFF AND RESOURCE

- 16.1 The chosen artist shall provide a sufficient level of resource throughout the duration of the contract in order to realise the monument within time and on budget. This requirement also extends to the artist's chosen collaborators, first and foremost among those any sub-contractors responsible for delivering any contractual elements of this project.

- 16.2 The artist's chosen collaborators assigned to the contract shall have the relevant qualifications and experience to deliver the contract to the required standard.
- 16.3 The artist shall ensure that staff understand both the WCC's and MHCLG's vision and objectives.
- 16.4 If MHCLG believes that any staff are unsuitable to undertake work in respect of this contract, it may – by giving prior written notice – direct the artist to end their involvement in the provision of services and require that the artist replace any person removed under this clause with another suitably qualified person.
- 16.5 The artist and any sub-contracted parties must provide all equipment and tools as are required to fulfil this contract.

17. QUALITY

- 17.1 The artist must cooperate with all matters relating to the supply of the monument as set out in this contract and comply with all instructions, performing all services with reasonable care, skill and diligence in accordance with good industry practice.

18. COPYRIGHT AND INTELLECTUAL PROPERTY

- 18.1 The artist shall be identified as the creator of their work in connection with the commission whenever their work is reproduced during the commission and at any point in the future.
- 18.2 The artist will retain copyright of the monument and preparatory work, and grants to MHCLG an irrevocable, royalty-free, sublicensable and non-exclusive licence to copy and use all calculations, designs, details, drawings, plans, reports, specifications, surveys and other documents (including electronically stored information) prepared by or on behalf of the artist in connection with the commission. Such licence includes the right for MHCLG to grant a sub-licence to Network Rail on equivalent terms.
- 18.3 MHCLG shall have the right to reproduce the monument, e.g. in the form of a number of limited-edition copies presented in other UK cities and the Caribbean, if the possibility arises. While such replicas are not currently within the scope of this contract, the WCC may wish to explore this option in the future in consultation with the artist.
- 18.4 The artist warrants to MHCLG that all images used to develop and create the monument are (to the best of their knowledge) original and their own creation and that the use by MHCLG (or any third party authorised by MHCLG) of the images used in connection with the monument or otherwise as envisaged under this project will not infringe the intellectual property rights of any third party.
- 18.5 The artist grants to MHCLG an irrevocable royalty-free non-exclusive licence to take photos of the monument and use them in all external and internal communications (including media, websites, email, VIDE and print) and the right to sub-licence to Network Rail on equivalent terms.

19. DECOMMISSIONING

- 19.1 Although it is intended that the monument shall be installed on a permanent basis, there will be no obligation for the monument to be installed for any minimum period.
- 19.2 Her Majesty's Government may, in their absolute discretion, remove the monument in its entirety in accordance with a decommissioning policy that will be agreed with the artist during the commission development.
- 19.3 In the event, the artist, their agent or estate shall be consulted at the point of decommissioning with regard to its future.

20. SERVICE LEVELS AND PERFORMANCE

- 20.1 MHCLG will measure the quality of the artist's delivery against the following measures:

KPI	Service area	KPI description	Target
1	Development and finalisation of the design and/or completion of the final maquette	The finished maquette/design reflecting the design chosen by the WCC must be agreed and ready by the end of December 2021. It must be true to the original vision while taking into account any agreed modifications and/or additions agreed between the artist and any partners (see 7.2) that are required, e.g. to meet health and safety requirements.	100%
2	Fabrication of the monument	The fabrication process for the monument must be completed by the end of April 2022. The finished monument must be fabricated within the agreed budget and must accurately reflect the final design agreed across all partners (see 7.2).	100%
3	Delivery of the monument to the installation site	The monument must be delivered to the installation site no later than mid-May 2022. It must be delivered using a safe and secure means, and arrive at the installation site free of damage or defects.	100%

4	Overseeing of the monument's installation	The artist must ensure their availability to advise and support as necessary during the monument's installation	100%
5	Contribution to/input into the legacy element	Involvement in the legacy element of the project (the exact nature of which is to be determined) must be concluded no later than end of May 2022. The artist will be expected to work collaboratively with any partners to feed into this workstream, providing content and cooperating with any technological solutions required to link the monument to e.g. a website via a QR code.	100%
6	Input into any associated signage	The artist must contribute to content for signage relating to the monument no later than mid-June 2022.	100%
7	Attendance at the monument's unveiling	The artist must be available to attend the unveiling event at	100%
8	Furthering social value	The artist must demonstrate that they have furthered social value by means of public and community engagement and/or partnering/collaborating through their work to support strong, integrated communities.	100%

20.2 In the event that the artist is unable to make progress against the above metrics as required to meet the requirements of this contract, the artist must bring this to the attention of MHCLG as early as possible.

20.3 MHCLG will then ask the artist to put together a rectification plan, which MHCLG will review in conjunction with the WCC. MHCLG will work collaboratively with the artist to identify solutions to any issues raised to ensure that this historic and unique project is delivered on time, within budget, and in line with the vision

of the WCC to ensure that all stated objectives are met and to avoid any reputational risk to all concerned parties, including the artist themselves.

21. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 21.1 The artist must ensure the security of the monument and any associated models/maquettes at any premises where this is kept prior to its delivery to London Waterloo. At the artist's own premises, the artist themselves shall be responsible for ensuring security at their own cost; where any sub-contracted third parties are involved, the artist is responsible for ensuring that appropriate security policies and procedures are in place.
- 21.2 The artist will ensure that all staff are vetted in accordance with appropriate and suitable staff vetting procedures.

22. PAYMENT AND INVOICING

- 22.1 Payment for the artist's fee will be made according to the following schedule of deliverables:

November 2021 [REDACTED]

June 2022 [REDACTED]

All other payments will be made in line with the pricing schedule at 15.1 following satisfactory delivery of pre-agreed products and deliverables (see 8.1 for further detail). All of these payments will be made upon invoice. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

- 22.2 The artist will act as the overall budget holder and will be responsible that all budgets are submitted in a timely manner to ensure that onward payments to any sub-contracted parties are made on time.
- 22.3 While there is no requirement for the artist to hold a UK bank account, the artist should endeavour to open one as soon as is feasible to ensure that payments can be made as quickly as possible and to reduce the amount of transaction fees that would otherwise be incurred.
- 22.4 Invoices should be submitted to:

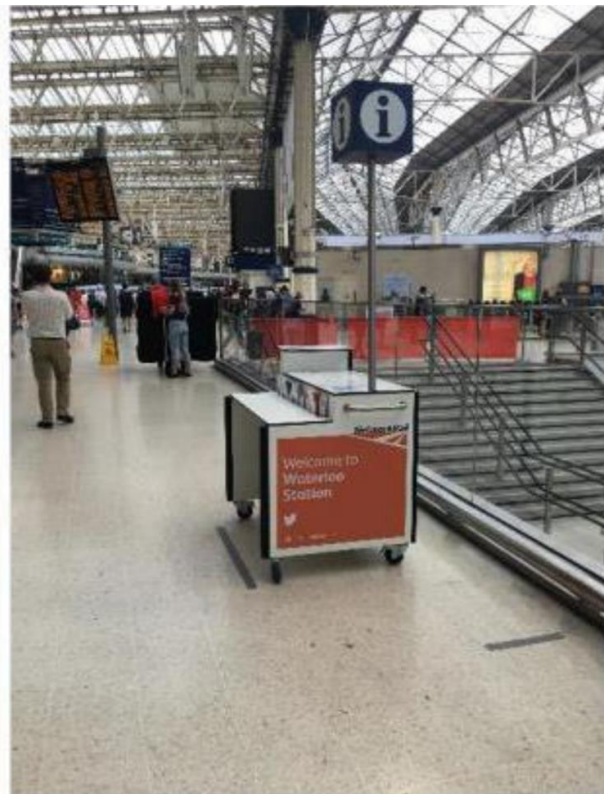
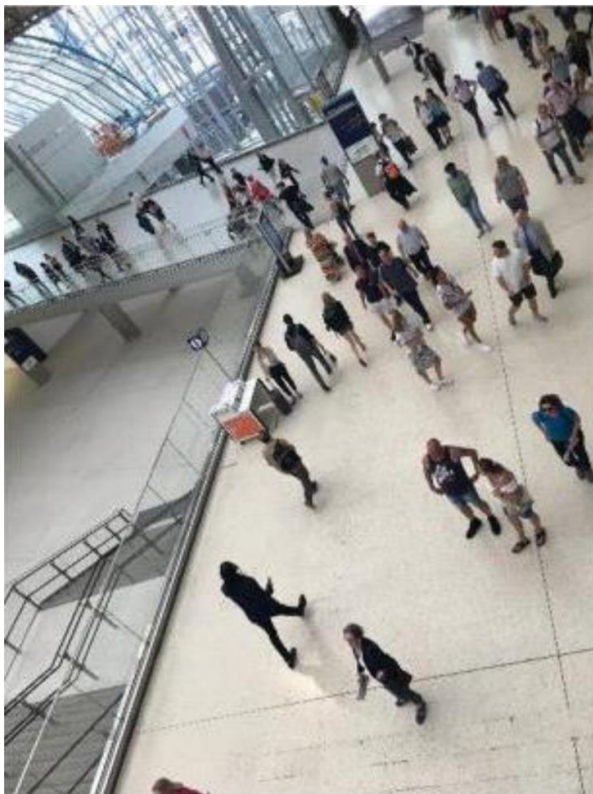
Department for Levelling Up Housing and Communities
Attention: DLUHC FSSF CP2P Team
4th Floor (3rd floor from 2022)
High Trees
Hillfield Road
Hemel Hempstead
HP2 4XN

23. CONTRACT MANAGEMENT

- 23.1 The primary point of contact at MHCLG is **[Redacted]**, who will be the contract manager for this contract, i.e., the person responsible for the day-to-day running of the contract.
- 23.2 The commercial representative for MHCLG is **[Redacted]**, basil
- 23.3
- 23.4 The relationship between the artist and MHCLG will be facilitated by UP Projects.

24. LOCATION AND DIMENSIONS

- 24.1 Design and fabrication of the monument may take place at any safe and secure premises of the artist and/or sub-contracted parties required to fulfil this contract.
- 24.2 If any services are supplied at the premises of a third party, MHCLG retains the right – during normal business hours and at reasonable notice – to inspect and examine the manner in which the relevant services are being supplied at or from said premises.
- 24.3 The installation site is located on the upper concourse of London Waterloo station, adjacent to Victory Arch, Exit 5. The site is opposite Platform 19 as shown in the following images:



- 24.4 The dimensions of the monument footprint are 3 metres (wide) x 1.5 metres (deep) with a height limit of 5 metres and 2 tonnes maximum weight.

- 24.5 The artist should note that there will be no public access between the monument site and the glass barrier/handrail. There must be no suspension of objects from the roof, nor any overhang beyond the 1.5 x 3m footprint.
- 24.6 It should be noted that the glass barrier/handrail may need to be altered to meet health and safety requirements. This work should be done in consultation with the artist but does not fall within the scope or budget of this contract.
- 24.7 For delivery purposes, it is envisaged that the artist will liaise with Network Rail to establish an agreed delivery location.