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## CONTENTS

|     |   |                                     |
|-----|---|-------------------------------------|
| 1.  | PURPOSE.....  | 2                                   |
| 2.  | BACKGROUND TO THE CONTRACTING AUTHORITY.....            | 2                                   |
| 3.  | BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT ..... | 2                                   |
| 4.  | DEFINITIONS.....  | 3                                   |
| 5.  | SCOPE OF REQUIREMENT .....                              | 3                                   |
| 6.  | THE REQUIREMENT.....                                    | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 7.  | KEY MILESTONES AND DELIVERABLES .....                   | 4                                   |
| 8.  | MANAGEMENT INFORMATION/REPORTING .....                  | 4                                   |
| 9.  | VOLUMES.....  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| 10. | CONTINUOUS IMPROVEMENT .....                            | 4                                   |
| 11. | SUSTAINABILITY .....                                    | 4                                   |
| 12. | QUALITY .....   | 4                                   |
| 13. | PRICE .....   | 4                                   |
| 14. | STAFF AND CUSTOMER SERVICE.....                         | 5                                   |
| 15. | SERVICE LEVELS AND PERFORMANCE .....                    | 5                                   |
| 16. | SECURITY AND CONFIDENTIALITY REQUIREMENTS .....         | 5                                   |
| 17. | PAYMENT AND INVOICING .....                             | 5                                   |
| 18. | CONTRACT MANAGEMENT .....                               | 6                                   |
| 19. | LOCATION.....   | 6                                   |

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OFFICIAL

## 1. PURPOSE

- 1.1 A permanent, fitting, physical tribute to the Windrush generation is to be erected in London Waterloo Station. MHCLG are delivering and funding this work in collaboration with the Windrush Commemoration Committee, chaired by Baroness Benjamin.<sup>1</sup>
- 1.2 To ensure the appropriate contracts are in place for delivery and construction of the monument, MHCLG requires specific additional legal support and expertise to provide legal advice on engineering, construction and artists contracts as well as the agreement with the site owner, Network Rail.

## 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. This project aims to ensure people of Caribbean descent see that the Government is keen to recognise and thank them and their descendants for their contribution to the UK's economic, social and cultural life.
- 2.2 The project is led by the Windrush Commemoration Committee<sup>1</sup>

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Windrush Monument is a complex public arts project, that will result in a permanent monument placed within London Waterloo station. The target date for unveiling is 22 June 2022.
- 3.2 The project was commissioned by the Prime Minister, Theresa May and continues to have full support and interest from No10. It is a landmark project for the British Caribbean community, the wider British public and for people of Caribbean heritage across the world.
- 3.3 There are three main strands to the project:
  - A. Selecting the artist and their design. This stage is being supported by UP Arts Consultancy.
  - B. Ensuring the appropriate technical support to realise the chosen design of the Monument and place it securely and safely in situ. This will include engineering consultancy, construction as well as legal agreements around use of the location, maintenance, and insurance of the Monument.
  - C. Legacy programme. To promulgate the Windrush experience and purpose and significance of the Monument. The exact scope is to be determined.

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<sup>1</sup> <https://www.gov.uk/government/organisations/windrush-commemoration-committee/about>

- 3.4 It is envisaged that the legal advice and support that the Windrush Monument programme will need will cover the following areas. This may be covered via one or multiple legal contracts:
- the contract with an organisation to provide engineering advice, on a pro bono basis.
  - the contract or contracts for an organisation or organisations to provide engineering, architectural and construction support.
  - Translation of the existing Memorandum of Understanding agreed with Network Rail to a legal agreement to ensure the Monument's site is protected, and to cover points of insurance, repair and maintenance.
  - the artists contract, to cover issues such as intellectual property rights and liability.
- 3.5 This contract is to provide legal advice *only* in relation to the pro bono element which includes an offer of pro bono support from an engineering firm.
- 3.6 There is the possibility that further legal advice may be required relating to the other elements detailed in 3.4. If this is the case these will be tasked separately under this contract. There is no guarantee of additional work beyond the pro bono engineering advice as this stage.
- 3.7 In line with our approach to further social value in all contracts as set out in the 'Public Services (Social Value) Act 2012', we expect the Supplier to Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities (MAC 8)

## 4. DEFINITIONS

| Expression or Acronym | Definition                              |
|-----------------------|---|
| WCC                   | means Windrush Commemoration Committee. |

## 5. SCOPE OF REQUIREMENT

- 5.1 We need specialist legal expertise and advice to ensure that the contracts and arrangements we enter into are robust and will ensure the Monument is constructed and erected safely and securely and will be in situ for many decades to come. Also that the position of HM Government is appropriately protected in all agreements. This includes providing legal advice on areas such as liabilities. The specific requirement for this contract is set out below.
- 5.2 Work package 1: Advice on the contract with an organisation to provide engineering advice on the engineering and construction specification, on a pro bono basis. Specifically, we seek advice on the terms and conditions used in this contract, with a particular reference to issues such as risk and liability.

## 6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

| Milestone/Deliverable | Description  | Timeframe or Delivery Date       |
|-----------------------|--|----------------------------------|
| 1                     | Initial advice on the contract to provide engineering advice to shape the specification for engineering and consultancy works. | Within 1 week of contract award  |
| 2.                    | Advice leading to the final contract   | Within 3 weeks of contract award |

## 7. MANAGEMENT INFORMATION/REPORTING

- 7.1 The Supplier will provide weekly updates to the Client. This will include an update on costs incurred and forecast of future spend.
- 7.2 The Supplier will notify the client once half the capped budget has been reached (£10,000 ex VAT) and if the full capped budget is reach (£20,000 ex VAT). The Supplier should not continue work once this budget has been exceeded with express permission from the Authority.

## 8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## 9. SUSTAINABILITY

- 9.1 Not applicable.

## 10. QUALITY

- 10.1 We require experience of public engineering works and liability advice.

## 11. PRICE

- 11.1 Pricing will be based on the Framework rates for work done in arrears based on the frameworks daily or hourly rates (depending on which is applicable).

- 11.2 An estimate of the total cost to complete the advice on the contract will be provided.

## 12. STAFF AND CUSTOMER SERVICE

- 12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- 12.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## 13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Authority will measure the quality of the Supplier's delivery by:

| KPI/SLA | Service Area        | KPI/SLA description  | Target |
|---------|---------------------|--|--------|
| 1       | Delivery timescales | Advice and drafting changes within 24 hours of client instructions                       | 100%   |
| 2       | Quality             | Client feedback: Advice is proactive, risk based and focus on supporting decision making | 90%    |
| 3       | Quality             | Legal competence: advice is legally sound and reasonable.                                | 100%   |

## 14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 14.1 Client privilege will be in force

## 15. PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 15.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 15.3 Invoices should be submitted to:

CP2P Team, MHCLG, 4th FLOOR,  
High Trees, Hillfield ROAD,  
Hemel Hempstead, HP2 4XN



## **16. CONTRACT MANAGEMENT**

- 16.1 The supplier will have a primary point of contact for queries relating to this contract who will act as the contract manager.
- 16.2 The Authorities Primary point of contact is Alison Lyon who will be the Authorities Contract Manager for this contract. This is the person reasonable for the day to day running of the contract.
- 16.3 The Authorities Commercial representative is Joanna Means.

## **17. LOCATION**

- 17.1 The location of the Services can be provided from any UK location, or virtually.