

Chesterfield Canal Partnership Project Brief:

Masterplan - Strategic Outline Case



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Summary

The Chesterfield Canal Partnership is seeking to prepare a new Masterplan to provide a strategic framework for the regeneration of the Chesterfield Canal between Chesterfield and Kiveton Park. The works will take place in three stages to broadly align with HM Treasury Green Book guidance:

- Stage 1 will be a programme-level Strategic Outline Business Case.
- Stage 2 will be determined from Stage 1, and is broadly expected to be derived of four sub-programme level Outline Business Cases - one for each of the three local authority regions, and a thematic case for boat moorings and water-based development covering the full length of the Masterplan.
- Stage 3 will be determined from Stage 2, and is broadly expected to be derived of a number of Full Business Cases at individual project or smaller sub-programme levels.

Via this project brief, the Chesterfield Canal Partnership is seeking consultants for two elements of the above:

- Stage 1 - programme-level Strategic Outline Business Case
- Stage 2 - sub-programme level Outline Business Case for the North East Derbyshire District Council local authority region only.

The remaining elements of Stage 2 and all of Stage 3 will be commissioned at a later date.

The details of the work are set out in full below. Consultants should be particularly minded of the budget and timescale constraints.

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1 INTRODUCTION

- 1.1 The Chesterfield Canal Partnership ('the Partnership', CCP) is seeking to develop a new Masterplan for the Chesterfield Canal corridor between Chesterfield and Kiveton Park.
- 1.2 The Masterplan will be a dynamic long-term planning document that provides a strategic framework for the regeneration of the Chesterfield Canal. This renewal will be catalysed through new investment in the social, economic and environmental benefits that such development will bring.
- 1.3 The Masterplan is expected to cover a timeframe of 10 to 15 years into the future.
- 1.4 The Masterplan will:
- identify opportunities for appropriate development within the canal corridor;
 - assess the economic, social and environmental benefits of the development opportunities and the restoration of the Chesterfield Canal;
 - assess how the benefits of development can be leveraged to sustainably manage the canal; and
 - identify the interdependencies between development, restoration and external factors to prepare an outline development programme.
- 1.5 Work to prepare the Masterplan is expected to be undertaken in three stages, aligning broadly with the principles of the HM Treasury Green Book guidance for the appraisal of policies, programmes and projects ('the Green Book').
- Stage 1 will be a programme-level Strategic Outline Business Case.
 - Stage 2 will be determined from Stage 1, and is broadly expected to be derived of four sub-programme level Outline Business Cases - three for the local authority regions of Chesterfield, North-East Derbyshire and Rotherham, and a thematic case for boat moorings and water-based development covering the full length of the Masterplan.
 - Stage 3 will be determined from Stage 2, and is broadly expected to be derived of a number of Full Business Cases at individual project or smaller sub-programme levels.
- 1.6 The Partnership is **initially seeking to procure consultants to complete Stage 1 and one element of Stage 2**. This project brief sets out the scope for this stage of work and the criteria which will be used to judge the submitted tenders.



Fig. 1 Location of the Chesterfield Canal

2 BACKGROUND

The Chesterfield Canal

- 2.1 The Chesterfield Canal extends 46 miles (approx. 74km) from Chesterfield to West Stockwith, located on the River Trent north of Gainsborough. En route, it passes through the major towns of Worksop and Retford and many smaller communities - including Staveley, Renishaw, Killamarsh, Kiveton, and Shireoaks.
- 2.2 It is one of the country's earliest navigations, opening in 1777. Originally constructed for carrying goods, commercial traffic on the canal dropped off with the coming of the railways, and in 1907 a collapse in the Norwood Tunnel close to Kiveton severed the length from Chesterfield to Killamarsh from the national network. The canal further declined in the early 20th century, until in 1968 only the 26 miles (approx. 42km) from Worksop to the River Trent was still navigable.
- 2.3 In the 1950s, there began a growing realisation nationally that the canal network, whilst no longer typically viable for commercial traffic, was still an asset. Leisure boating was starting to become more popular, and with this growth came a need to ensure canals remained open to navigation throughout.
- 2.4 Initially, the focus of organisations championing this trend was to halt the existing decline and prevent canals from being abandoned and sold off to landowners. Restoration works began to reverse the decline, and there were notable early works on the Warwickshire Avon, the Kennet & Avon Canal and the Peak Forest Canal.
- 2.5 The first notable campaigning on the Chesterfield Canal was carried out by the Retford & Worksop Boat Club, and this ensured that the canal was not completely abandoned in the 1968 Transport Act, with the section from Worksop to the River Trent being legally prevented from closure. Unfortunately, the state of the remainder of the canal was such that sections continued to decline and large tracts were sold off.
- 2.6 Building on the success of the Retford & Worksop Boat Club, the Chesterfield Canal Society was formed in 1976, and this became the Chesterfield Canal Trust, a company limited by guarantee, in 1997.
- 2.7 Since 1989, 12 miles (approx. 19km) of the canal has been restored, along with 37 locks, 11 major bridges and 2 new marinas. Navigation has been extended westward from Worksop as far as the eastern portal of the Norwood Tunnel at Kiveton Park. This section is fully navigable and linked to the national canal network via the River Trent. In Derbyshire, over 5 miles (8km) has been restored between the start of the canal in Chesterfield and Eckington Road, Staveley.
- 2.8 There remains approximately 8.5 miles (14km) to be restored between Staveley and Kiveton Park. Works commenced in April 2024 on the next 0.5 miles of restoration at Staveley, and works to a further mile of the canal in Renishaw will commence later in 2024.

The Future of the Chesterfield Canal

- 2.9 The Chesterfield Canal Trust and the Chesterfield Canal Partnership (see below) are committed to restoring the canal for all of the benefits that it will bring. Both parties recognise that these benefits will take ongoing revenue input to maintain the canal and the wider corridor.
- 2.10 Historically, restored canals were simply handed over to British Waterways (now the Canal & River Trust) to maintain. However, the decline in central government funding for canal maintenance and the lack of any mechanism for the amount of funding to be increased if restored canals are taken over means that this option is now far from assured. As such, it is essential that a sustainable operating model is developed that is not reliant on the Canal & River Trust or on local authority funding.
- 2.11 At present, there is no confirmed future custodian for the Chesterfield Canal. The work included in this Masterplan to assess the ongoing benefits and opportunities for income generation will help to inform the final solution to this problem.

The Chesterfield Canal Partnership

2.12 The Chesterfield Canal Partnership is a cross-regional, multi-agency advisory group that coordinates the work of its members. It was formed in 1995, and currently consists of the following partners:

- Bassetlaw District Council
- Canal & River Trust
- Chesterfield Borough Council
- Chesterfield Canal Trust
- Derbyshire County Council
- Inland Waterways Association
- North East Derbyshire District Council
- Nottinghamshire County Council
- Rotherham Metropolitan Borough Council

2.13 All partners support the Memorandum of Understanding:

"We believe that a revitalised Chesterfield Canal can make a significant contribution to the quality of life in Nottinghamshire, Rotherham and Derbyshire.

We share a common belief that the Chesterfield Canal constitutes a major natural history and heritage feature, with the potential to significantly enhance the recreational, tourism and business life of the surrounding regions.

We therefore support the work of the Chesterfield Canal Partnership in protecting, restoring and enhancing the natural history and historic value of the canal, whilst promoting the sustainable development of its social, economic and environmental potential to benefit all sectors of the community."

2.14 The objectives of the Partnership are:

- (a) to restore the Chesterfield Canal to full navigation;
- (b) to develop and promote a new navigable link between the Chesterfield Canal and the South Yorkshire Navigation (the 'Rother Link');
- (c) to conserve and enhance the natural and built heritage along the waterways;
- (d) to promote the regeneration of the whole corridor to support social, economic and environmental objectives;
- (e) to coordinate and promote visitor/recreational facilities and interpretation, including creation of long-distance/circular multi-user recreation routes;
- (f) to develop a sustainable model for ongoing operations of the canal, including via commercial activities, council funding and grant funding;
- (g) to coordinate bids to various funding sources to deliver the vision; and
- (h) to promote the other objectives of the Partnership to the partners and other relevant bodies.

2.15 Since the formation of the Partnership, a significant amount of theoretical work has been done to examine the practicality and benefits of the restoration. This has included high-level feasibility studies and more detailed examination of the technical feasibility, economic and social benefits, hydrology and ecology.

2.16 In the 15 years since much of this work was completed, the world and the country have seen significant changes. Recession, global conflict, climate change and the Covid-19 pandemic have all had major impacts on our communities and their infrastructure.

2.17 The technical feasibility of canal restoration remains assured, but the understanding of the economic, social and environmental benefits of canals has evolved substantially. At the same time, real-terms cuts in public sector funding are making the future sustainability of a restored canal more challenging.

2.18 The Partnership therefore believes it is now time to update and expand the previous work to reassess the benefits of the restoration, and how the restoration and surrounding development can best support the long-term sustainability of the canal and its communities.

Previous Economic Assessment & Related Studies

- 2.19 The last formal economic assessment of the full canal restoration was carried out by GIBB Ltd in 2001. This focussed on the full length of the canal at a very high level, assessing the overall benefits associated with full and partial restoration both with and without the Rother Link.
- 2.20 Further assessment was considered in the Killamarsh Route Cost Benefit Study, completed by Jacobs Babbie in 2004. 6 routes through Killamarsh were assessed to determine the social, economic and environmental impacts, and a recommended route was proposed.
- 2.21 The Chesterfield Canal Partnership produced 'Next Navigation' in two volumes 'East' and 'West', between 2010 and 2013. This expanded upon the previous work and started to identify specific development opportunities. This work did not include any formalised benefits assessment.
- 2.22 Since GIBB, there has been a notable amount of project evaluation carried out for completed restoration works elsewhere in the UK, as well as academic research. Notable examples include:
- *The economic impact of the restoration of the Kennet and Avon Canal*, Ecotec Research & Consulting Ltd (2002), for British Waterways
 - *The economic impact of restoring the Huddersfield Narrow and Rochdale Canals*, Ecotec Research & Consulting Ltd (2003), for British Waterways
 - *Demonstrating the value of waterways: A good practice guide to the appraisal of restoration and regeneration projects*, Association of Inland Navigation Authorities (2003)
 - *Just add water: How our inland waterways can do more for rural regeneration*, Inland Waterways Amenity Advisory Council (IWAAC) (2005)
 - *An Economic Evaluation of the Restoration of the Kennet and Avon Canal: An Update of the 2002 Study*. Ecotec (2006), for British Waterways
 - *An initial review of the economic and other benefits of inland waterways*, Graves, Rotherham, Harrison & Egan, Hallam Environmental Consultants & Sheffield Hallam University (2007) for the Inland Waterways Advisory Council
 - *The Benefits of Inland Waterways: Final Report*, Jacobs (2009), for Defra and the Inland Waterways Advisory Council
 - *Economic & Social Impact of the restoration of the Kennet & Avon Canal: 2010 Update*, British Waterways Economic Development Unit (2010)
 - *A review of the impact of waterway restoration*, Hazenberg & Bajwa-Patel, University of Northampton (2014), for Canal & River Trust
 - *Water Adds Value: Highlighting the impact of the restoration of our waterways*. A non-technical summary of the Hazenberg & Bajwa-Patel report by the Canal & River Trust and the Inland Waterways Association (2014).
 - *Waterways & Wellbeing: Building the Evidence Base*, Canal & River Trust (2017)
 - *Waterways in Progress*, Inland Waterways Association (2019)
 - *The Value of Inland Waterways - A Literature Review & Scoping Report* Schiessel-Harvey, Birmingham City University (2019) for the Inland Waterways Association
 - *Waterways for Today*, Inland Waterways Association (2022)
 - *Waterways & Wellbeing: Valuing Our Waterways - Aggregate Benefits to Society and the Economy* Headline Report (2022) & Technical Report by Canal & River Trust (2024).
 - *Transforming places and enriching lives: Canal & River Trust Impact Report 2021-23*, Canal & River Trust (2024)
- 2.23 The wealth of evidence from the above will be critical in updating and extending the understanding of the potential benefits of restoring the Chesterfield Canal and appropriately developing the adjacent canal corridor.
- 2.24 Copies of all of the above are publicly available or can be provided (in digital format only) on request, with the exception of the 2010 update of the Kennet & Avon evaluation, which is only available in draft.

3 SCOPE OF WORKS

Summary

- 3.1 The overall scope of the Masterplan is set out in the introduction.
- 3.2 This project brief covers two elements:
- 3.3 **Stage 1**, a programme level Strategic Outline Business Case (SOBC). This is a scoping and planning document, designed to:
- Establish the strategic context and need for regeneration of the canal corridor.
 - Identify key dependencies between the canal's regeneration and other developments.
 - Identify the view of the main stakeholders and gatekeepers and the position of public sector partners and other potential partners.
 - Identify a wide range of viable options for meeting the Partnership's vision and objectives.
 - Appraise the relative effectiveness of the options and their affordability and, where feasible, identify a short-list for more rigorous assessment at Stage 2 (Outline Business Case).
 - Identify the critical success factors for developing and implementing the regeneration of the canal corridor, with emphasis on risk management and benefit realisation.
 - Identify what further work needs to be undertaken to inform the development of Stage 2.
- 3.4 **Stage 2**, a sub-programme level Outline Business Case (OBC) for the North East Derbyshire District Council local authority area. This is intended to further appraise the short-list of options from Stage 1 and identify what further work needs to be undertaken at Stage 3 for individual projects within the programme.

Geographic Scope

- 3.5 The Masterplan will consider the length of the Chesterfield Canal from Chesterfield to Kiveton Park. This shall encompass:
- the section of the River Rother upstream of the start of the Chesterfield Canal as far as the partially constructed canal basin in the Chesterfield Waterside development site;
 - the section of restored canal between the River Rother, Chesterfield, and Eckington Road, Staveley;
 - the section of canal to be restored between Eckington Road, Staveley and the eastern portal of the Norwood Tunnel, Kiveton Park; and
 - the restored section of canal between the eastern portal of the Norwood Tunnel, Kiveton Park and Kiveton Park railway station.
- 3.6 The canal corridor is considered to be the canal and the extents of the adjacent land that will interact with the canal and where the restoration of the canal offers new or different social, economic or environmental development opportunities. The width of the canal corridor will vary - in some cases it may be only the canal itself, whereas in other areas it may be 100m or more.
- 3.7 Therefore, the canal corridor is not specifically delineated at this stage of the Masterplan preparation. It is expected that the extents of the corridor will start to be refined through this stage to define a suitable extent in future stages.
- 3.8 The Masterplan is not considering the restored canal east of Kiveton Park railway station at this time.
- 3.9 **Stage 1** will consider the full extents identified above.
- 3.10 **Stage 2** will consider the North East Derbyshire District Council local authority region. This shall be considered as the full route from Renishaw to Killamarsh, concluding at the authority boundary south-west of the Norwood Locks. This will include the elements of the canal diversion route planned at Killamarsh that lie within the Rotherham Metropolitan Borough Council local authority region, such that the social, economic and environmental opportunities within Killamarsh are examined holistically.

Indicative Detailed Scope - Stage 1 (SOBC)

- 3.11 An indicative detailed scope for the SOBC is given below. The Consultant should review and update this as appropriate in their Formal Project Design (see further details in section 9).
- 3.12 Background context:
- The success of the Chesterfield Canal Partnership to date.
 - Baseline information, i.e. completed restoration works; measuring the social, economic and environmental benefits secured; and confirming the status of planned developments.
 - Identifying key issues and drivers for change (local and regional) and considering how the canal could respond positively to addressing these challenges and opportunities.
 - Assessing the current local physical, social, economic, and environmental circumstances.
 - Strengths, weaknesses, opportunities and threats appraisal.
 - Benchmarking and lessons learnt from other canal regeneration projects in the country.
 - Reviewing the status of the Trust and the Partnership, i.e. governance, strategy, financial resources, officer resources.
- 3.13 Creating a vision for the canal's future restoration:
- The vision for the canal should form part of, or respond to, the larger strategic vision for the areas through which it travels. It needs to define the scope of the Master Plan.
 - It is important to ensure that the vision is capable of implementation. All parties must be realistic about what can be achieved, and when, with the available resources.
 - Policies will be devised to enable the delivery of the vision.
 - A narrative as to what success may look like will be formulated i.e. the canal's operating model, what the revenue and capital cost of its upkeep are expected to be, and how this could be funded.
 - Identify examples of success (benefits realisation) that the Masterplan will be designed to deliver:
 - Creating a navigable canal that is connected to the national canal network.
 - Revenue generation to invest in the maintenance of the canal.
 - Facilitating the provision of high quality, net zero, and affordable new homes.
 - Providing attractive and accessible leisure spaces.
 - Encouraging biodiversity.
 - Promoting positive health and wellbeing.
 - Connecting communities and workplaces.
 - Provide sustainable travel routes.
 - Protecting and promoting heritage.
 - Creating opportunities for education, skills, training, and employment (including in canal management).
 - Encouraging tourism.
 - Increasing the social and economic value available to communities.
- 3.14 Setting the strategic context:
- Establishing the strategic importance / relevance of the canal to the delivery of the Partners' regeneration / development plans and ambitions i.e. defining the needs of society that the Vision is responding to.
 - Key lines of enquiry:
 - What is the case for change, including the rationale for intervention in the canal's restoration?
 - What is the current situation and what is wrong with this?
 - What issues will be addressed?
 - What is to be done?
 - What outcomes are expected?
 - How do these fit with wider stakeholder policies and objectives?
- 3.15 Community engagement:
- Acknowledging the canal's contribution to creating Thriving Communities i.e. supporting greater collaboration with and across communities to bring about change, ensuring people and places thrive.

- Key lines of enquiry:
 - How can greater engagement and participation of communities in the canal's regeneration decisions and activities be secured?
 - Defining what the communities along the canal want from the canal and how can they get involved in its management / development?
 - Measuring the social benefits the canal's 'development hubs' (see below) could provide.
 - Potential use of expert national volunteers as a critical friend reference group.

3.16 Formulation of delivery options:

- The preparation of a long list of options which are expected to deliver the Vision are developed and phased. If this establishes a clear preference for a particular option, this should be identified.
- Key lines of enquiry:
 - An options appraisal of development opportunities along the canal (see list of potential 'development hubs' below), including do nothing.
 - Preparing assessment criteria – social, economic, environmental benefits.
 - Value for money analysis.
 - Assessing the value to society of delivering the Vision compared to continuing with Business As Usual.
 - What are the risks and their costs, and how are they best managed?
 - What is the environmental sensitivity of the options?
 - What is the relationship with the canal restoration? Can options be developed and realise benefits & income generation ahead of restoration?
 - How sensitive are the options to being on a fully connected canal, i.e. what would be the impact if the Chesterfield Canal was unconnected to the national network and/or the existing canal east of Kiveton Park ceased operation?
 - Which option(s) reflects the optimal / best value to society?
 - Can realistic and credible commercial deals be struck to enable the delivery of the Vision? For example with communities, developers, and investors.

3.17 Affordability:

- The phased delivery options need to be defined to be affordable, considering an appropriate affordability ceiling for delivering the Vision. This will need to be informed by a high-level assessment of funding prospects.
- Local authorities have no dedicated funding for the maintenance of the canal, and so suitable funding sources need to be identified to meet the revenue requirements.
- Key lines of enquiry:
 - In light of experience from other canal restoration and similar economic regeneration programmes in the UK, give a high-level assessment of funding prospects for (a) the canal restoration, (b) delivery of the development hubs and (c) a sustainable management model for operation in perpetuity. Funding sources may include inward investment from national government funding (e.g. Levelling Up or similar programmes), natural capital services, grant funding and private development, as well as returns on investment in the development hubs.
 - What mechanisms might be used to realise revenue income for the canal maintenance from the development of the hubs?
 - Consultants must assume that partners will have very restricted budgets for the implementation period and should recommend how these limited resources can be best utilised to lever delivery of the canal restoration and other benefits.

3.18 Timetable and deliverability:

- The proposed programme / project management timetable for achieving the Vision needs to be established and resourced.
- Key lines of enquiry:
 - Are there realistic and robust delivery plans?
 - How can the proposal be delivered?
 - What project management arrangements / resources are needed?

Indicative Detailed Scope - Stage 2 (OBC)

3.19 This is intended to further appraise and develop the short-list of options from Stage 1. In particular, it will focus on the following sections of the SOBC indicative detailed scope:

- formulation of delivery options,
- affordability, and
- timetable and deliverability.

Potential canal 'development hubs'

3.20 The following locations along the canal corridor have been identified as examples of canal 'development hubs'. The locations are shown indicatively on the map in Appendix B, and are approximately sequential starting at Chesterfield.

- (1) **Chesterfield Waterside.** An ongoing development site alongside the River Rother, including a new canal basin for visitor moorings to connect to the river and canal. The site has current development plans for a new social / food and beverage (F&B) quarter, offices and housing.
- (2) **Tapton Lock.** Existing canal asset owned by Derbyshire County Council, including visitor centre, café and events space.
- (3) **Staveley Works.** Large strategic regeneration area for Chesterfield Borough Council, on a former chemical and industrial works. Includes a major new access road between Chesterfield and Staveley, the Chesterfield-Staveley Regeneration Route (CSRR). Site owned by two private developers (Harworth and the Devonshire Group).
- (4) **Hollingwood Hub.** Existing canal asset owned by Derbyshire County Council and leased to the Chesterfield Canal Trust, including function room (typically hosting a visitor centre and shop), café and office space.
- (5) **Chatsworth Marina.** Development proposal opposite Hollingwood Hub on the Staveley Works site. Small marina (likely for visitors and boat storage) within a new social / F&B quarter with hotel, retail and housing.
- (6) **Staveley Hall.** Land between the canal and Staveley Hall, with ambitions to utilise for improving access to the town centre and leisure use.
- (7) **Staveley Basin.** Development site owned by Derbyshire County Council around a new basin constructed in 2010. Proposals for a new social / F&B quarter with retail and office space and housing. First stage due to commence construction in 2024 through the Staveley Town Deal.
- (8) **Bellhouse Lane.** Potential development site owned by Chesterfield Borough Council and leased to the Chesterfield Canal Trust. Opportunities for a residential marina and accompanying development. Adjacent to an allocated housing site. Canal infrastructure to connect to marina location under construction by the Chesterfield Canal Trust through the Staveley Town Deal, with completion due in Autumn 2025.
- (9) **Puddlebank.** An historic feature of the canal yet to be restored - a large earthworks embankment that crosses the Doe Lea Valley. There are opportunities for ecological enhancements, particularly in partnership with river renaturalisation and other initiatives in the landscape, as well as active travel improvements. Small-scale leisure development (e.g. mooring, camping etc) north of the junction with the former Norbriggs Cutting.
- (10) **Renishaw.** A mile of canal that has previously been partially restored. The Chesterfield Canal Trust and Derbyshire County Council are working to complete the restoration, with works expected to start later in 2024. Development opportunities on land owned by Derbyshire County Council and by Prestige Aggregates adjacent to the canal, as well as potential to improve community links.
- (11) **Railway Mile.** A mile of canal yet to be restored from Spinkhill to Killamarsh. Much of this section was straightened when the railway was constructed, although the original 'Brindley Loops' section of the canal remains visible to the west of the railway. Active travel and small-scale leisure opportunities.

- (12) **Killamarsh.** The largest town on the remaining length of canal to be restored. The original line of the canal has been heavily built upon and a diversion route is proposed, with land safeguarded. Major opportunities for improving the town centre environment, creating and improving access links and providing retail, F&B and housing development.
- (13) **Rother Valley.** Existing country park owned by Rotherham Metropolitan Borough Council, immediately north of Killamarsh. The diversion route noted in (12) will pass through the park, including through Nethermoor Lake. Marina, leisure and F&B opportunities. This section will also provide access to the Rother Link.
- (14) **Boat Lift.** A specific opportunity at the north-east of Killamarsh, where the diversion returns to the original alignment. The outline scheme design is for a flight of locks, but proposals have also been made for a landmark attraction similar to the Anderton Boat Lift or the Falkirk Wheel. Multiple opportunities varying depending on the engineering scheme adopted.
- (15) **Norwood Industrial Estate.** Section of canal partially in water alongside the industrial estate. Opportunities to improve access to blue-green space for estate workers. Potential extensions to the industrial estate allowed for in the Local Plan.
- (16) **Norwood Locks.** Significant heritage feature, with thirteen locks in about 400m, arranged in three triple staircases and a quadruple staircase, leading into the Norwood Tunnel. Derelict but extant. Currently private housing, but with potential for a significant tourist attraction.
- (17) **East of M1.** Arable land east of the M1 motorway above the Norwood Tunnel. The engineering solution to the tunnel is not finalised, but is highly likely to involve a surface route in this area. Opportunities to extend the Kiveton County Park to the west and improve active travel routes. Close to allocated housing sites for Kiveton, potential to consider further housing in future greenbelt reviews, with the canal as the southern boundary.
- (18) **Kiveton Waters.** Part of the existing Kiveton Country Park. Fishing ponds originally created for a future marina, with accompanying leisure, retail and F&B development. Opportunity to form head of navigation for the existing Chesterfield Canal to the east prior to further restoration westwards.
- (19) **Kiveton Park.** Restored canal to Kiveton Park railway station. Development opportunity at the former wireworks site.

3.21 The Consultant may identify further opportunities.

4 STAKEHOLDERS & CONSULTEES

- 4.1 The primary stakeholder in the project will be the Chesterfield Canal Partnership.
- 4.2 The following additional stakeholders may be consultees on the project (note that this list is not exhaustive and the Consultant may identify additional consultees):
- Parish & Town Councils along the route:
 - Brimington Parish Council
 - Staveley Town Council
 - Eckington Parish Council
 - Killamarsh Parish Council
 - Wales Parish Council
 - Harthill with Woodall Parish Council
 - Kiveton Stakeholder Group (sub-group of the Chesterfield Canal Partnership)
 - Major landowners along the route:
 - Devonshire Group
 - Harworth
 - Sitwell Estates
 - Suon Ltd
 - Land Trust
 - National Highways
 - Environment Agency
 - Wildlife Trusts
 - Don Catchment Rivers Trust
 - Don, Dearne & Rother Network Catchment Partnership
 - Killamarsh Heritage Society
 - Accessibility Organisations, e.g.
 - Trans-Pennine Trail
 - Chesterfield Cycle Campaign
 - Ride Bolsover
 - Ramblers
 - British Horse Society
- 4.3 Further stakeholders may be considered as necessary and appropriate to the scope of works.
- 4.4 The Consultant is expected to liaise with the Project Manager prior to contact with any stakeholder. In some limited cases, the primary contact with the stakeholder will be through the Project Manager.

5 PRODUCTS

- 5.1 The primary output is expected to be a single report for each stage (i.e. two reports) with included conceptual drawings.
- 5.2 The reports should include a non-technical executive summary setting out the key conclusions and recommendations.
- 5.3 The main body of the reports should be formatted to suit A4 paper. Where relevant illustrations, tables or maps would be more appropriately presented at a larger scale, these should be included in appendices at the end of the report.
- 5.4 Drawings and maps must be clearly labelled to identify the scale (where appropriate), and a note at what paper size the identified scale applies. Maps and layout drawings should indicate North.
- 5.5 The main body of each report is to be supplied in digital (PDF) format only. Page numbers in the PDF file will match any contents page for ease of navigation (i.e. page 10 as identified on the contents page will be accessible by typing 10 into the relevant document navigation bar)
- 5.6 Drawings and maps shall be converted to PDF digitally where possible (rather than scanning), using a 1:1 print to preserve the stated scale. Where these pages are greater than A3 in size, 2no full size physical prints shall be supplied of these pages only.
- 5.7 All modelling outputs shall be made available digitally in industry standard file formats to allow for further work to be undertaken in the future. All assumptions made in the modelling process will therefore be clearly stated in the appendices to the main report.
- 5.8 A copy of all correspondence relating to the project and any supporting evidence shall be supplied digitally in standard filetypes (e.g. Microsoft Office). This shall include email correspondence and should not rely on the CCP Project Manager storing emails where they have been copied in.

6 COPYRIGHT

- 6.1 Copyright on all reports submitted will reside with the Client, although a third-party in-perpetuity licence will automatically be given for reproduction of the work by the Originator(s) / Consultant(s). The same will be identified as the authors of the report in subsequent reproduction (either in part or in whole) by CCP.
- 6.2 The Originator(s) / Consultant(s) should ensure that copyright permission is obtained for any images used in the report. Please be aware that CCP may wish to make the report available on its website or on that of its constituent partners.
- 6.3 The Originator(s) / Consultant(s) should also make certain that all material copied from other sources is fully acknowledged and the relevant copyright conditions pertaining to that data will be observed.

7 TIMETABLE

7.1 The provisional timetable for the tender submission is:

Event	Date
Issue of Tender	3 rd May 2024
Final Date for Raising of Technical Queries	24th May 2024 (by 1pm)
Final Date for Responses to Technical Queries	29 th May 2024 (by 1pm)
Deadline for Submission of Tender	3rd June 2024 (by 1pm)

7.2 The provisional timetable for the evaluation and contract award is:

Event	Date
Notification of Invitations to Interview	7 th June 2024
Proposed Interview Date	13th June 2024
Notification of Intention to Award	14 th June 2024
Standstill Period Ends	28 th June 2024
Contract Award	1st July 2024

7.3 It is expected that the Consultant will be able to start work promptly and that it will be a primary focus for the staff involved.

7.4 An approximate duration of 22 weeks is allowed from Contract Award. **The final outputs must be completed by 30th November 2024 to comply with funding deadlines.**

7.5 An outline programme shall be included in the tender submission.

7.6 Technical Clarifications may be sought from 13th May up until the 'Final Date for Raising of Technical Queries' identified in the table above. Queries should be raised in the first instance by email to the Project Manager.

7.7 Responses to Technical Queries will be copied to all Consultants who have expressed their intention to tender for the works, unless the Consultant raising the query has requested that it be considered confidential. Such requests will be judged on an individual basis, and the Consultant will be given the opportunity to retract the query in the event that the Project Manager does not consider it to require confidential treatment.

8 BUDGET & PAYMENT

8.1 The Partnership has allocated £50,000 - £65,000 (exclusive of VAT) for the two stages of the Masterplan.

8.2 The project will be awarded on a **fixed-fee** basis.

8.3 The budget must clearly identify any third-party costs for the purchase of information or consultation and the management percentages included for this. CCP reserves the right to seek to reduce these costs through direct purchase and issue to the Consultant where appropriate.

8.4 Payments will be made by BACS transfer on submission and acceptance of a suitable invoice.

8.5 Payments will be made in stages corresponding to the key stages of the project. The Consultant must clearly identify the key stages and the corresponding payment schedule in the tender response.

8.6 Note that payments will not be made prior to delivery and acceptance of the agreed work stage outcomes.

9 FORM OF TENDER SUBMISSION

- 9.1 The Tender submission shall consist of:
- Formal Project Design (see below)
 - Completed Tender Return Documents, included in Appendix C to this project brief
- 9.2 The **Formal Project Design** shall address the specific objectives of the works, and should include:
- a clear methodology for the work showing an understanding of the project requirements;
 - an outline programme aligned to the methodology, including identifying areas where client involvement is expected and key dependencies;
 - a budget aligned to the methodology, including anticipated payment milestones (broken down into the two stages of work being commissioned);
 - a summary risk log to identify areas of risk to the successful conclusion of the project;
 - an organogram showing the proposed team (individuals and sub-Consultants) with accompanying CVs; and
 - up to 4 case studies of similar work done, stating the date completed (must be in the last 4 years), approximate programme and value and client reference.
- 9.3 The Formal Project Design shall be **limited to 20 pages of A4**, including the organogram and case studies, but excluding the budget, programme and CVs. The latter shall be restricted to 2 pages per CV.

10 SELECTION PROCESS

- 10.1 Tenders will be appraised by the officer steering group of the Partnership.
- 10.2 Tenders will be judged by against the following criteria:

Criteria	Weighting
Cost	30%
Project Methodology	40%
Programme & Risk Log	10%
Organisational Capability & Demonstrated Experience	20%

- 10.3 Up to three Consultants will be shortlisted based on the initial tender appraisal, and invited to attend an in-person interview on 13th June 2024 (subject to confirmation). At this interview, the Consultant will be invited to present and expand upon their proposal and then answer technical questions. Questions may be supplied to the Consultant both in advance of the interview and on the day.
- 10.4 CCP is not bound to accept the lowest or any Tender received and will not defray any monies expended by the Consultant in tendering for the works or negotiating a contract.
- 10.5 Tenders will be valid for a period of thirty (30) days from the final date for submission of Tenders. During that period the tender will remain binding upon the Consultant and may be accepted at any time before the expiration of that period.
- 10.6 Only the experience of the specific staff undertaking the work will be considered in the tender evaluation. Where such experience is submitted in support of the tender, it is expected that those staff will be the ones to undertake the work. If it is necessary to substitute less-qualified or less-experienced staff members, CCP should be consulted about this change in writing (email). CCP reserves the right to terminate a contract if unsatisfactory substitutions are made without consultation.

11 ADMINISTRATION AND MANAGEMENT OF CONTRACT

11.1 The project will be let by the Chesterfield Canal Trust Ltd (CCT) on behalf of the Partnership.

11.2 Unless otherwise notified in writing, the CCT Project Manager will be:

Name	George Rogers CEng MICE
Role	Development Manager
Address	Chesterfield Canal Trust Ltd, 6 The Stables, Staveley Hall, Staveley Hall Drive, Staveley, Chesterfield, S43 3TN
Phone No(s)	07907 417604
Email	development@chesterfield-canal-trust.org.uk

11.3 The CCT Project Manager will be the primary interface between CCP and the Consultant.

12 REFERENCES

12.1 Key references for the Masterplan will be:

- *Economic Assessment Study*, Gibb (2001) for the Chesterfield Canal Partnership. Digital copy provided with this project brief.
- *Chesterfield Canal: Killamarsh Route Cost Benefit Study*, Jacobs Babbie (2004) for the Chesterfield Canal Partnership. Digital copy provided with this project brief.
- *Next Navigation East*, Chesterfield Canal Partnership (2010). Available on the Chesterfield Canal Trust website: <https://chesterfield-canal-trust.org.uk/downloads/> (under 'Restoration Plans')
- *Next Navigation West*, Chesterfield Canal Partnership (2013 - DRAFT only). Available on the Chesterfield Canal Trust website: <https://chesterfield-canal-trust.org.uk/downloads/> (under 'Restoration Plans')
- Chesterfield Canal Partnership website: <https://chesterfield-canal-partnership.co.uk/>

12.2 In addition to the above, a digital copy of all of the reports referenced at 2.19 above are available on request.

APPENDIX A: MAP OF THE CHESTERFIELD CANAL SHOWING KEY PROJECT AREAS

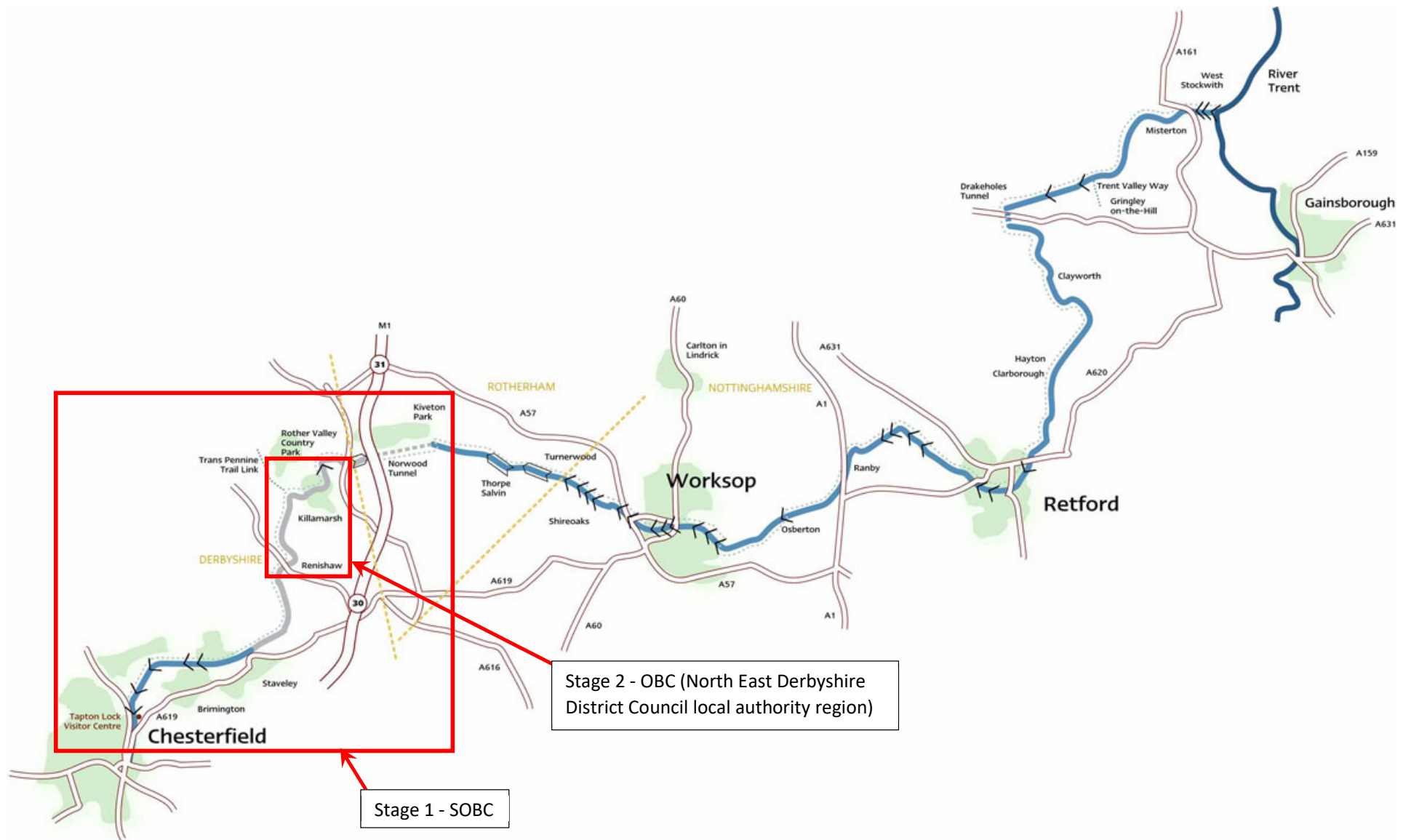


Fig. A.1 Location of the Chesterfield Canal

APPENDIX B: LOCATION MAP OF POTENTIAL CANAL 'DEVELOPMENT HUBS'



Fig. B.1 Location of Development Hubs - Restored canal between Chesterfield & Staveley (numbers refer back to list at 3.20)

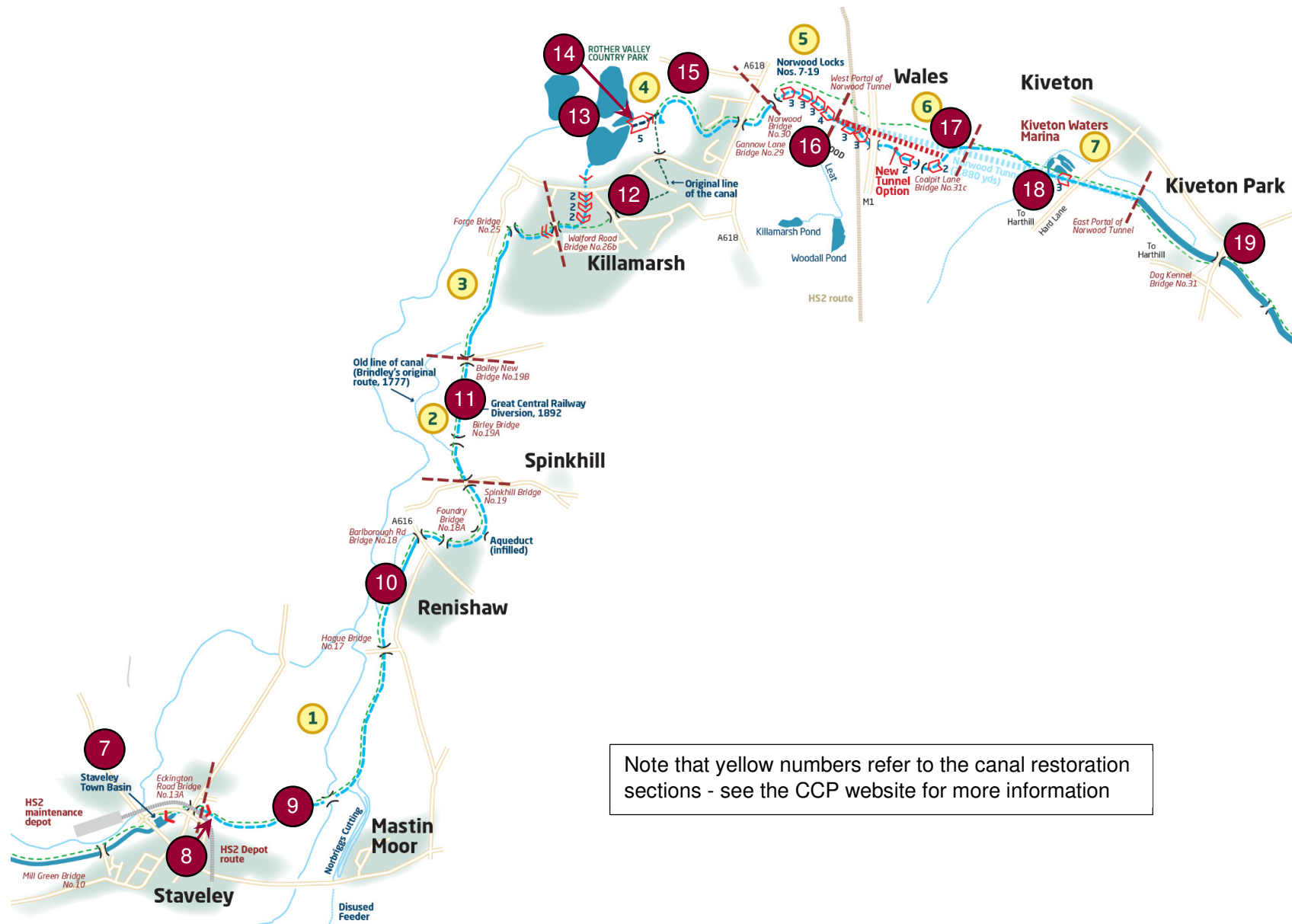


Fig. B.2 Location of Development Hubs - Canal to be restored between Staveley & Kiveton Park (numbers refer back to list at 3.20)

APPENDIX C: TENDER RETURN DOCUMENTS

C.1 Form of Tender

To: **George Rogers, Development Manager, Chesterfield Canal Trust Ltd (on behalf of the Chesterfield Canal Partnership)**

1. We hereby offer to undertake to provide the Consultancy works in accordance with:
 - a) The Invitation to Tender Documents
 - b) Our Tender and your written acceptance thereof.
 - c) Any amendments to any of the aforementioned documents notified in writing by the CCT Project Manager.
 - d) Our signed documentation:
 - (i) Freedom of Information Statement,
 - (ii) Statement of Non-Collusion
 - (iii) Statement of Legal Compliance
2. We agree to abide by this Tender for the validity period of thirty (30) days from the final date for submission of Tenders and that it will remain binding upon us and may be accepted at any time before the expiration of that period.
3. Until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the Contract Agreement.
4. We understand that you are not bound to accept the lowest or any tender you may receive and that you will not defray any monies expended by us in tendering or negotiation of any contract.
5. We confirm that the contents of our Tender have not been agreed or arranged with any prospective competitor or trade association and will not be communicated to any third party.

Signed		Date	
Position			
Company			
Address			
		Postcode	
Phone No(s)			
Email Address			

C.2 Freedom of Information Statement

Note: Charging rates (e.g. day/hour rates) and allocated timescales will be considered as confidential in all cases. Details of the Contract Award will be published on the tender portal(s) on which it was advertised.

For any commercially sensitive information not encompassed by the note above:

We would like the following parts of our tender to be considered as commercially sensitive information: <i>(Please list clearly)</i>			
Disclosure of this information may be detrimental to the conduct of our company's business activities for the following reason(s):			
I require this information to be considered as confidential for			years
I understand that The Chesterfield Canal Trust Ltd may have to release this information if required to do so by law.			
Signed		Date	
Position			
Company			

C.3 Statement of Non-Collusion

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we undertake that we did not do at any time before the hour and date specified for the return of this tender any of the following acts:

1. Communicate to any person other than the person calling for those tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Enter into agreement or arrangements with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word “person” includes any person and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signed		Date	
Position			
Company			

C.4 Statement of Legal Compliance

C.4.1 Grounds for Mandatory Rejection

Note: In some circumstances the Chesterfield Canal Trust Ltd is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?		Answer (Yes/No)
(a)	conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	
(b)	corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);	
(c)	the offence of bribery;	
(d)	fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:	
	(i) the offence of cheating the Revenue;	
	(ii) the offence of conspiracy to defraud;	
	(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	
	(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	
	(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	
	(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	
	(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968	
(e)	money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	
(f)	any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

C.4.2 Grounds for Discretionary Rejection

Note: The Chesterfield Canal Trust Ltd is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please append full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Is any of the following true of your organisation?		Answer (Yes/No)
(a)	<u>being an individual</u> , is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	
(b)	<u>being a partnership constituted under Scots law</u> , has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	
(c)	<u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> , has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	
Has your organisation:		Answer (Yes/No)
(a)	been convicted of a criminal offence relating to the conduct of your business or profession;	
(b)	committed an act of grave misconduct in the course of your business or profession;	
(c)	failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	
(d)	failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(e)	been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	

C.4.3 Insurance

	Answer (Yes/No)
Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £1 million. Please confirm that you have this in place.	
If you do not currently hold this level of insurance, please indicate whether you would be willing to increase your insurance level if awarded the contract	
We require Professional Liability Insurance. Please confirm that you have this in place.	