

To be externally commissioned

**1.0 Introduction**

The Arkwright Society (AS) at Cromford Mills has been successful in receiving funding from the National Lottery Heritage Fund for the development phase of the sustainable redevelopment of Building 1 and associated buildings. This major capital project is entitled: *Cromford Mills – Celebrating Heritage, creating a sustainable future.* The grade I listed mill complex at Cromford is a key attribute of the Derwent Valley Mills World Heritage Site (DVMWHS). It is from these buildings that Sir Richard Arkwright developed technology that changed the world we live in, giving rise to the industrial revolution by creating the modern factory system.

Buildings 1, 7, and 8-10, which are currently on the National Heritage at Risk Register, will be transformed into a restaurant, visitor welcome area, office/holiday accommodation, and a new function/events space. This redevelopment will conserve their unique historic character, remove them from the at-risk register, and make them publicly accessible again. The project will involve the upgrading of areas of public realm, including the main carpark and provision of a covered events space. The project will also seek to broaden public engagement, enabling more people to experience and appreciate the site’s significance, ensuring Cromford Mills remains a key destination within the DVMWHS. This engagement will include a skills and learning programme as well as enhanced volunteer engagement, interpretation and community activities.

**2.0 Client brief and description of services**

In consultation with and reporting to the CEO and Trustees of the Arkwright Society, the appointed Client Project Manager is required to provide the following services (described in more detail below), representing the Society in the project role of ‘professional client’. Any reference to the ‘Client’ shall mean the Arkwright Society (AS). Any reference to ‘Lead Design Consultant’ shall mean the conservation architect leading the design team.

1. Client Project Manager services as required by the AS for the duration of the Development Phase of the Project and the Project Delivery Phase.
2. The Trust is looking to appoint a named Client Project Manager to work with and maximise the effectiveness of a team of specialist consultants. The Client Project Manager must hold relevant professional accreditation and have first-hand experience organising heritage projects involving grade I or II\* listed buildings. The Client Project Manager must have an understanding and preferable experience of working within a World Heritage Site.

 The Client Project Manager services to be provided and outputs to be achieved during each stage of work are as follows. The Project Development work should be completed by end of June 2027. The dates of the Project Delivery work will be subject to funding and confirmed at that time.

**Project Development**

The Client Project Manager role is to organise the work of the separately appointed design team (led by the Lead Design Consultant – usually a conservation accredited architect), quantity surveyor, interpretation consultant, fundraiser, activity planner and other specialist consultants (see section 3 for details) to deliver outputs that satisfy requirements of Phase 1 National Lottery Heritage Fund grant and the project development grant from the Architectural Heritage Fund.

The organisation of project development work will be based on the time required over the duration of the project, currently estimated at an average of up to six days per month during the development phase, which includes the tender stage. The appointment will be calculated on this basis, with fixed-sum fees allocated across the following elements:

1. Outputs required to satisfy the conditions of the National Lottery Heritage Fund Phase 1 grant (as well as other funder requirements).
2. Project management of the capital build during the delivery phase

A decision on whether to proceed with item (ii) will be made by the AS after completion of the development phase and subject to funding.

**Funding**

The AS is in receipt of phase 1 development funding from the National Lottery Heritage Fund, project development grant from the Architectural Heritage Fund, the Pilgrim Trust and other funders. The documentation produced by the Project Development work will be used to apply for Project Delivery grants from various sources including the National Lottery Heritage Fund. Under both schemes, once the Project Delivery grant has been offered, the amount of funding for the capital works is set and the AS will not expect to make any significant changes to the contract sum. Every opportunity must therefore be made during the Project Development phase to establish the full extent of the works prior to the Project Delivery grants being offered, to avoid additional works and increased costs to deliver the project.

Project management responsibilities during Project Development phase are as follows.

* Coordinate, manage, support, and monitor the contributions of specialist consultants, AS staff, and volunteers involved in the project. AS will handle the procurement of all project consultants, with the Lead Design Consultant commissioning the necessary consultancy work for the capital works. This process will not be part of the Client Project Manager’s services. However, the Client Project Manager is expected to engage in the recruitment process.
* Arrange and chair up to 20 meetings of the steering group, to be held monthly during the project development phase and at other times as and when agreed with project steering group members. Allowance can be made for half to be conducted online.
* Arrange up to 6 other meetings on site as and when necessary to deal with any specific issues or clarification required.
* In conjunction with the Lead Design Consultant and steering group, maintain a project risk management register and ensure any changes to the register are agreed and actioned by relevant members of the project steering group. (*An initial risk register has been produced for the project – this will be reviewed with the Client Project Manager on appointment*)
* In conjunction with the AS CEO and CFO, liaise with grant bodies, obtain approvals, submit progress reports and grant payment drawdown requests.
* In conjunction with the AS CEO and Development Manager, identify potential funding sources (grants, donations and loans) for the project delivery phase, support the preparation of funding applications and secure funding offers.
* In liaison with the Lead Design Consultant, ensure all necessary statutory consents are obtained and compliance with all conditions attached to grants and statutory consents.
* In conjunction with the AS CFO and Buildings and Facilities Manager, ensure adequate insurance cover for project development phase work.
* In collaboration with the Lead Design Consultant, project quantity surveyor and AS CFO, manage the project budget:
	+ verify project invoices and approve payments;
	+ record all project-related income and expenditure;
	+ produce project accounts;
	+ highlight any actual or potential shortfalls of income and/or working capital and liaise with the project team and funders to mitigate these;
	+ in collaboration with the AS CEO, CFO and Development Manager, prepare any supplementary funding applications for the project development phase, should this become necessary.
* In conjunction with the AS CEO, monitor progress of the project development phase, ensure appropriate action is taken in response to any issues that may arise, provide progress reports to the Steering Board advising on actual or potential shortfalls of income or working capital and liaise with the Lead Design Consultant to mitigate these risks.
* In conjunction with the Lead Design Consultant, organise procurement of capital works tenders.
* Ensure that the project outputs are achieved in line with funding agreements.
* In conjunction with the AS CEO, oversee discussions and negotiations with stakeholders that emerge during the lifetime of the project.
* In conjunction with the AS CEO, organise presentations about the project for stakeholders and interested parties seeking to learn more about the project.
* Keep a full and complete record of the project, including project update reports submitted to funders and dated photographs.
* Champion the work of the AS and Cromford Mills as an integral part of the Derwent Valley Mills World Heritage Site.

**Project Delivery (subject to funding and tender returns)**

The Project Delivery work is estimated to take an average of 6 days per months over the 3 year delivery period.

Subject to funding applications being awarded and tender returns within budget, the Client Project Manager will provide services to organise implementation of plans prepared in the Project Development Phase to repair and convert the project buildings to the new uses, deliver the interpretation and ensure the delivery of the activities and events contained in the Activity Plan. The separately appointed Lead Design Consultant (conservation architect) will administer the building contracts and carry out the traditional architect function of project manager. The AS Head of Engagement will take a lead role in the delivery of the Activity Plan with the appointment of staff to deliver the public engagement outreach and skills and learning programme.

The AS reserves the right to re-tender the Project Delivery phase of work if the Society chooses to do so.

Client Project Manager responsibilities during Project Delivery phase are as follows.

* In conjunction with the AS CEO, obtain Steering Board approval to proceed with the project delivery phase.
* Confirm and contract project delivery phase grant and loan funding offers and obtain funders approvals to proceed.
* In conjunction with the AS CEO, take instruction from the Board and extend consultant appointments and/or procure new project consultants as required.
* In conjunction with the AS CEO, recruit (or support the recruitment of) new AS project staff.
* In conjunction with the Lead Design Consultant and the AS CEO, obtain Board approval and appoint building contractors. (following tender process in development phase)
* Coordinate, manage, support and monitor the effective contribution of specialist consultants, AS staff and volunteers involved with the project.
* Arrange and chair meetings of the Steering Board to be held monthly during the delivery phases and at other times as and when agreed with project steering board members.
* Arrange other meetings on site as and when necessary to deal with any specific issues or clarification required.
* Maintain a project risk management register and ensure any changes to the register are agreed and actioned by relevant members of the project steering board.
* In conjunction with the AS CEO, liaise with grant bodies, obtain approvals, submit progress reports and grant payment and loan drawdown requests.
* In liaison with the Lead Design Consultant, ensure all necessary statutory consents are obtained (if further consents required post development phase) and compliance with all conditions attached to grants and statutory consents.
* In conjunction with the AS CFO and Buildings and Facilities Manager, arrange project-related insurance cover for buildings and contract works, as appropriate to each specific contract, taking into account the requirements of funding bodies, and adjusting cover as works progress.
* In conjunction with the AS CEO, Historic England, local planning authority and the Lead Design Consultant, coordinate an early response and approval of any proposed changes to the capital works impacting on statutory consents.
* In conjunction with the AS CEO, monitor progress of works, ensure appropriate action is taken in response to any issues that may arise, provide progress reports to the Board advising on actual or potential shortfalls of income or working capital and liaise with the Lead Design Consultant to mitigate these risks.
* In collaboration with the project quantity surveyor and AS CFO, manage the project budget:
* verify project invoices and approve payments;
* record all project-related income and expenditure;
* produce project accounts;
* highlight any actual or potential shortfalls of income and/or working capital and liaise with the project team and funders to mitigate these;
* in collaboration with the AS CEO, CFO and Development Manager, prepare any supplementary funding applications for the project delivery phase, should this become necessary.
* Ensure that the project outputs are achieved in line with funding agreements.
* In conjunction with the AS CEO, oversee discussions and negotiations with stakeholders that emerge during the lifetime of the project.
* In conjunction with the AS CEO, organise presentations about the project for stakeholders and interested parties seeking to learn more about the project.
* Support the learning and skills programme by helping to oversee the on-site work experience in terms of impacts on the capital works programme
* Keep a full and complete record of the project, including project update reports submitted to funders and dated photographs.
* Champion the work of the Arkwright Society and its role within the Derwent Valley Mills World Heritage Site.

**3.0 Project management and monitoring**

The client for the work is the Arkwright Society (AS). The Client Project Manager role is to represent AS’s interests at all times and act as “professional client”.

The appointed Client Project Manager will work and organise the project via a steering board comprising:

1. Client Project Manager;
2. AS CEO;
3. AS CFO;
4. AS Buildings and Facilities Manager;
5. AS Head of Engagement;
6. Trustees representing and with delegated authority from AS Board of Trustees;
7. Lead Design Consultant
8. Other attendees may include: (either in person or provided with regular updates)
	1. Specialist consultants led by the AS Head of Engagement developing activities and learning / skills programme, interpretation, access audit consultants;
	2. Historic England as statutory consultee;
	3. Derbyshire Dales District Council Conservation Officer;
	4. Derbyshire County Council representative from the DVMWHS team;
	5. Evaluation consultant.

The appointed specialist consultants will be responsible for completing the project work specified by separate briefs. The named Client Project Manager will be responsible for organising all aspects of the project, representing AS.

**4.0 Budget and payment schedule**

The maximum budget to deliver the requirements of this consultancy brief for the Development Phase is circa £72,000 before any applicable VAT, to include all fees, travel expenses, materials, printing and distribution costs, comprising the following contract budgets to provide Client Project Manager services.

A first contract budget of circa £72,000 (funding secured) for the Project Development phase to organise:-

1. the work of the project consultants to satisfy requirements of the National Lottery Heritage Fund Phase one grant, with item (ii) priced separately; namely,
2. the work of the Lead Design Consultant procuring capital works tenders for the Delivery phase.

Element (i) will be instructed upon appointment and a decision whether to include (ii) will be made by The Arkwright Society at the completion of surveys, detailed design work and statutory consents approval.

A second contract budget of circa £120,000 (subject to funding and review of capacity requirements for role and timeframe) is provisionally included in the Project Delivery Stage to organise implementation of plans prepared in the Project Development phase to repair and convert Buildings 1,7,8-10, events space, public realm, site interpretation and oversee the delivery of activities and events contained in the Activity Plan.

**Payment instalments shall be as follows.**

The payment schedule will be agreed at the start of the commission. The suggested milestones are as follows:

Instalment milestone Proportion of fee

90% of fixed sum fee for Project Development in equal monthly payments based on programme, final 10% on completion

Project Delivery: 90% of Project Delivery fee in equal monthly payments based on programme, final 10% on completion

The final instalments of the Project Development and Project Delivery phases will be paid following approval by AS and funders of satisfactory completion of each phase.

**5.0 Contract and project particulars**

**Contract conditions**

The Form of Contract is the JCT Consultancy Agreement (Public Sector) 2024.

**Amendments to the contract**

The contract will be amended in accordance with the Schedule of Amendments incorporated at Appendix D3.

**6.0 Instructions for tenderers and selection criteria**

**Tender submission**

Tender submissions will be assessed using the criteria set out below.

**Evaluation of tenders**

Selection Process: tenders will be appraised at a formal tender board comprised of The Arkwright Society CEO, CFO and 2 Trustees.

Tenders will be judged equally against the following criteria:

1. **Appreciation of the Brief requirements** (no more than 3 pages): confirm the details of the team they will allocate to the project to include location, contact details, role and qualifications. The combined level of expertise must be maintained throughout the project and any changes to the team must be approved by the AS in advance.
2. **Approach and Methodology**: (no more than 10 pages A4): identifying the key challenges and risks and how you will utilise specific previous experience to contribute to the successful delivery of the project.
3. **Relevant experience**: (up to 3 relevant project examples): these examples must be of recent historic building related projects by members of the team / you, including details of who was involved. References/ contacts will be required. The example projects are required to be repairs and regeneration of Grade I/II\* buildings in the range of £250,000 - £8,000,000 completed within the last 5 years. Documentary evidence is required including project outputs required by funders and achieved, and financial budget at the start and completion – with brief commentary to explain any variations. A CV is required of the person that will be delivering the role.
4. **Organisational capacity/quality assurance**: demonstrate you have the necessary resource available to perform the contract by the anticipated deadlines set out in the current draft programme.

Please provide confirmation of current professional indemnity insurance with a minimum level of cover of £1 million, and public liability insurance with a minimum level of cover of £5 million.

Tenders will be assessed against items (a) to (d) in the ‘Information required to tender section above and failure to submit any of the required information may result in your tender being rejected. Tender submissions shall be judged on price and quality. The commission will be awarded to the consultant submitting the most economically advantageous tender.

The maximum quality score will be 75%; the maximum price score will be 25%.

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| **Criterion and sub-criteria** | **Weighting** |
| Quality: * Appreciation of Brief/Arkwright Society’s requirements: 30%
* Approach and Methodology: 30%
* Relevant experience: (up to 3 project examples) 20%
* Organisational capacity/quality assurance: 20%
 | 75% |
| Price: * Fixed fee to cover all elements of the scope of work detailed above (75%)
* Provide day rates for additional work should any need arise that is beyond the scope of work detailed above (25%)
 | 25% |

The scoring will enable short listing and up to 4 candidates will then be interviewed to clarify their submissions. Interviews will not be scored but scoring may be adjusted if necessary.

For information: each quality criterion will be scored based on the following indicative scores then multiplied by the weighting for that element and the total multiplied by 10 to give an overall weighted score for quality out of a maximum of 75%; that will then be added to the price score.

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| --- | --- | --- |
| **Description**  | **Definition**  | **Quality Score**  |
| Non-compliant  | No answer provided at all; response left blank. (Note: this may lead to the tender being excluded from the procurement process.)  | 0 |
| Unacceptable | Answer does not address the question posed.  | 1 |
| Unsatisfactory | Very poor understanding of the requirements demonstrated; insufficient evidence provided for evaluation; evidence is contradictory to the requirement; proposals do not address the stated criteria.  | 2 |
| Sufficient: Significant Reservations  | Only a basic understanding of the requirements demonstrated; evidence is light or vague on detail; insufficient link to cultural/heritage sector; proposals do not address all of the key criteria.  | 3 |
| Acceptable: Minor Reservations  | Variable levels of understanding of the requirements demonstrated; clear evidence provided linked to cultural/heritage sector; proposals address all key criteria although could be developed further.  | 4 |
| Above Average  | Clear understanding of the requirements demonstrated; strong, complete evidence provided linked to cultural/heritage sector; fully developed proposals cover all the criteria.  | 5 |
| Outstanding  | Clear understanding of the requirements demonstrated; strong, complete evidence provided linked to cultural/heritage sector; fully developed proposals cover all the criteria; added value demonstrated.  | 6 |

**Price assessment**

Tenderers must complete and submit a pricing table, which will form part of their tender proposal, including fixed sum fees for the development and delivery phases.

* The fixed lump sum element will receive the maximum score of 75%, with all other tenders scored on a pro-rata basis relative to the lowest bid.
* The Client Project Manager Day rate will receive the maximum score of 25%, with all other tenders scored on a pro-rata basis relative to the lowest bid.

The two scores (for the fixed lump sum and day rate) will be combined to give a total price score of up to 25%. This price score will then be added to the quality score (75%) to determine the final overall score, out of 100%.

**Particulars to accompany the quality and price submission**

The price submission is to be as set out in the Consultant’s Offer (see section 7 of this document). The quality submission is to be as set out in 6 above.

**Submission of tenders**

Completed tender proposals should be sent by email, to arrive no later than 5pm on Wednesday 3rd September 2025 to the following email address:

escott@arkwrightsociety.org.uk

Applications received after the due date and time will not be considered.

**Clarifications during the tender preparation period**

Should tenderers require answers to queries raised during the tender period, they must be submitted direct to Eilis Scott escott@arkwrightsociety.org.uk. A deadline has been given for clarification questions and responses. Responses to queries, where appropriate, will be published on the Cromford Mills website in the section where the application is featured.

The timetable is as follows:

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| --- | --- |
| ITT issued | Wednesday 30 July 2025 |
| Deadline for clarification questions | Friday 15 August 2025 |
| Responses to clarifications issued | Wednesday, 20 August 2025 |
| Tender submission deadline | Wednesday 3 September 2025 – 5pm |
| Shortlisting complete | Friday, 5 September 2025 |
| Interviews | Week commencing 8 September 2025 |
| Appointment decision made | Friday, 12 September 2025 |
| Contract start date | On or around Monday, 15 September 2025 |

Please note that the proposed interview and appointment dates are subject to approval by the National Heritage Lottery Fund and may be subject to slight change.

**Copyright and Confidentiality**

The copyright of all documents produced under this commission shall be assigned to The Arkwright Society Limited. The consultant shall secure copyright approval for any illustrations or other materials used.

Each party agrees to:

* + Treat as confidential all information obtained from the other party in connection with the tender and the commission.
	+ Refrain from disclosing any such information to third parties without prior written consent from the other party, except to the extent necessary for tender or commission-related purposes.
	+ Use the information solely for purposes related to tender analysis and the fulfilment of the commission.
	+ Additional confidentiality parameters will be established and agreed upon with The Arkwright Society upon appointment.

**Site visits**

Tenderers shall only visit the site with the prior consent of the Client. Arrangements for access can be made by contacting:

Eilis Scott at escott@arkwrightsociety.org.uk.

Or Clare Harris at charris@arkwrightsociety.org.uk

**Tender acceptance**

The Arkwright Society is not bound to accept the lowest or any tender, and no person making a submission will be remunerated for any trouble or expense incurred in its preparation.

**Tender validity period**

Tenders must remain valid for acceptance for a minimum period of 60 days from the closing date for submission.

**Extension of tender period**

Any request for an extension of the period for tendering must be received at least seven working days before the due date for return, but no undertaking can be given that an extension will be granted.

**VAT to be excluded**

The Consultant’s Offer including expenses and rates detailed in this document must be exclusive of Value Added Tax which, if applicable, shall be paid by the Client to the Consultant.

**7.0 Additional Information relating to fees**

Drawings and Documents: The Client Project Manager’s lump sum, percentage fees, or time charges include all costs for any required drawings and documents for the Project.

Fixed Fee Option: If requested, the Client and Consultant may agree on a fixed, non-adjustable fee based on the Client Project Manager’s Offer.

Fee Stability: Fixed fees for Project Development work will not vary and all fees and rates remain firm for the Appointment’s duration. However, an inflationary increase will be permitted to the delivery phase fixed fee and hourly fee rates.

Administrative Support: The Consultant’s fees include technical, secretarial, accounting, and other administrative support costs.

Incidental Expenses: Costs for postage, document delivery, phone calls, and similar incidental expenses are included in the Consultant’s fees and will not be reimbursed by the Client.

Travel Costs: Travel and subsistence costs are included in the lump sum or time charges.

**Contact details for further information:**

More information about The Arkwright Society can be found online at:

[www.cromfordmills.org.uk](http://www.cromfordmills.org.uk) and [www.facebook.com/cromfordmills](http://www.facebook.com/cromfordmills)

For further information about the tendering process or technical aspects of the brief please contact: Eilis Scott CEO The Arkwright Society on escott@arkwrightsociety.org.uk or 07712125174

**Appendix A Project Structure / Governance**

1.0 **Governance structure**

1.1We have created a structure which is straightforward and focused comprising a steering board and two working group. The Steering Board provides high-level oversight to keep the project on track, while clear accountability ensures each group has a distinct role, with the Client Project Manager coordinating efforts to avoid confusion. This structure allows Working Groups to focus on specific aspects of design or activity planning without being distracted by broader project concerns. By escalating only major issues to the Steering Board, decision-making becomes more efficient, reducing bottlenecks in day-to-day operations.

**2.0 Steering Board**

2.1 Role:

* Strategic oversight of the entire project (both design work and activity plan).
* Approve major decisions (e.g., final designs, activity plan direction, budget reallocations). The only steering group members with authority to make major decisions would be the trustees, who will be given delegated authority to do so by the full Board of Trustees, recorded by a resolution that defines the limits of their delegated powers.
* Hold the Client Project Manager accountable. They would report and facilitate the steering group
* Act as the primary liaison with funders and key stakeholders (e.g., local authorities).
* Resolve escalated issues flagged by the Project Supervisor or Working Groups.

2.2 Composition

* Client Project Manager
* Representatives from the Arkwright Society leadership: Trustees with delegated authority including the Chair of Trustees and 2 other trustees, CEO, CFO, Head of Engagement, Lead Design Consultant.
* Funders or grant body representatives, and key stakeholders will be included in the circulation list for steering group meeting minutes, as a way of keeping them informed as good practice. There may be opportunities for attendance at key milestones, subject to availability or require separate discussion.
* Subject matter expert – these could be included in the circulation list for steering group meeting minutes and invited to attend specific meetings as and when relevant.

2.3 Frequency of Meetings: this will be monthly during the development phase. This can be flexible at certain points – to be determined at initiation. There will be a delay between grant applications submission as an example. *It may be useful for the trustees, CEO and Client Project Manager to hold a separate meeting at the end of each steering group to discuss any matters of a more confidential nature.*

**3.0 Design Working Group**: overseeing the technical and creative aspects of the building's redevelopment and ensuring the design reflects the project's objectives.

3.1 Role

* Work closely with the Lead Design Consultant and their sub-consultants.
* Review surveys, feasibility studies, and draft designs.
* Ensure compliance with historic preservation requirements.
* Provide technical and stakeholder input into the design process.
* Address site-specific challenges (e.g., structural issues, planning constraints).
* Coordinate with local planning and conservation officers.

3.2 Composition

* Lead Design Consultant (chair), key design sub-consultants (e.g., architects, engineers),
* Client Project Manager
* Arkwright Society Operations Manager
* CEO
* Local authority planning or conservation officers (as observers or advisors).

3.3 Frequency of Meetings will be monthly during design phases, or more frequently if needed (e.g., during statutory consent preparation).

**4.0 Activity Plan Working Group**:developing the skills, learning, and community engagement programmes that will complement the physical redevelopment.

4.1 Role

* Define the scope and objectives of the activity plan.
* Identify skills gaps and learning opportunities.
* Collaborate with external consultants (if appointed) and in-house teams.
* Engage with community stakeholders to ensure the plan reflects their needs.
* Develop and test potential programmes (e.g., workshops, training initiatives).
* Integrate the activity plan with the building's future use and public realm strategy.

4.2 Composition

* Head of Engagement (chair).
* External consultants: Activity Plan Consultant
* Client Project Manager
* Representatives from local community groups or educational institutions.

4.3 Frequency of Meetings will be monthly during plan development and less frequently once the plan is finalised.

4.4 The evaluation is an independent process. The consultant would be included in the circulation list for steering group meeting minutes and have separate progress meetings at relevant intervals, i.e. meetings of the Client Project Manager, Head of Engagement, CEO.

**5.0 Relationship Between Groups**

* Project Supervisor: Acts as the bridge between the Steering Board and the Working Groups, ensuring consistency and clear communication across all areas of the project.
* Working Groups: Report progress and key issues to the Steering Board via the Project Supervisor.
* Steering Board: Provides high-level approvals and resolves escalated challenges that working groups cannot address independently.