



CLINTON DEVON ESTATES

Heaths to Sea – Landscape recovery of the lower Otter Valley Tender brief for supporting Ecological Assessment

Project Background

The *Heaths to Sea Landscape Recovery* initiative holds nature recovery ambitions of national significance. Located in East Devon's lower River Otter catchment and funded by one of the government's environmental land management schemes, this project represents one of the most exciting nature enhancement opportunities in the UK with the focus including river/floodplain restoration and woodland creation.

The scheme spans 4,000 hectares of the East Devon countryside and will power nature recovery across the agricultural hinterlands linking three parts of the Pebblebed Heaths National Nature Reserve (NNR). Our vision is for this diverse landscape to be nature rich and ecologically healthy whilst also supporting food production, net zero, timber and access needs.

The Project Development Phase (PDP) will involve outlining how the target catchment area currently supports wildlife, access, food and timber production and how benefits can be increased for nature, climate, and local people in the project area. A key focus of the work is river and floodplain restoration of the River Otter south of Newton Poppleford and including the Back, Colaton and Budleigh brooks. Our intent is that by the end of the two-year project development phase, the project will deliver a costed restoration plan and fundable proposition for implementation.

Significant major habitat change is anticipated across:

- 1) An area of some 170 ha of river and floodplain provisionally identified for restoration associated with nine km of the main River Otter (between East Budleigh and Newton Poppleford) and a further nine km of its tributaries (Back Brook, Colaton Brook, Budleigh Brook and Kersbrook).
- 2) 100 hectares of Otterton Hill (western scarp) provisionally identified as a site for woodland creation.

As part of the development phase of this scheme we are looking to procure specialist targeted ecological advice to:

- Inform restoration plans to ensure that the greatest gains for nature and ecosystem processes are made.
- Ensure that the plans are technically feasible to deliver.
- Understand what the disbenefits and risks might be.
- Ensure that the project is sighted on legal constraints to work, particularly related to protected species.

In addition, this work will provide the necessary baseline data, metrics and indicators to inform the Monitoring & Evaluation Plan for the subsequent delivery phase.

A map of the broad project area, current land use and indicative potential land use change can be found in Appendix 1 of this document.

Contract Scope

Phase1 (May -June 2024).

Desk-based study outlining the broad ecological characteristics of the catchment.

This to include reference to DBRC data (also held by the Estate data under a Service Level Agreement; temporary access to the data for the purposes of this study to be granted after consultation and agreement with DBRC). This phase to include consultation with the project team and specialist advisors within the project's Technical Advisory Group (DWT/RSPB etc.) regarding where the most likely 'big gains' for habitats and species can be made being mindful of where land use change is possible (see indicative land use map). Invasive non-native species (INNS) should be considered where they may impact adversely on project outcomes, including relevant mitigation measures required. This phase also to outline draft indicators and metrics that might be used to measure project success if it proceeds into a delivery phase. These indicators and metrics must fulfil Defra Landscape Recovery requirements and the LR Indicator Index must be consulted. This work should also make reference to Farm Land Management Plans drafted under an ELMS Trial completed in 2018. These highlight areas for environmental enhancement including hedgerow creation.

Output from Phase 1. Report, associated maps, draft indicators and metrics.

Upon successful completion of Phase 1 outputs:

Phase 2 (July – September 2024).

Targeted field-based assessments to include: UK Habs and habitat condition assessment (data collected to be compatible with Biodiversity Net Gain assessment (using Biodiversity Statutory Metric)); River Condition Assessment; baseline INNS survey. These studies to inform habitat and species restoration plans to

be provided by the contractor and to provide baseline data for future monitoring and evaluation based on indicators and metrics outlined in Phase 1. There is potentially some overlap between the River Condition Assessment and allied hydrological work to be commissioned by the project under a separate work package. It is expected that the successful ecological contractor will liaise closely with hydrological personnel so that there is no duplication of effort. Such a working partnership will also be essential as the restoration of habitats that might be achieved within floodplain environments will rely on the hydrological regime, and the hydrologist will likely advise on what changes are possible for maximum habitat benefit.

For the purposes of quoting, please use the following indicative areas where we anticipate the most likely habitat benefits will result:

- 1) An area of some 170 ha of river and floodplain provisionally identified for restoration associated with nine km of the main River Otter (between East Budleigh and Newton Poppleford) and a further nine km of its tributaries (Back Brook, Colaton Brook, Budleigh Brook and Kersbrook).
- 2) 100 hectares of Otterton Hill (western scarp) provisionally identified as a site for woodland creation.
- 3) A further 200 hectares of farmland – location as yet to be identified but likely to be either related to dairy, mixed or arable operations.

This work should make provision for protected species surveys where it is believed this adds meaningful value to the restoration and monitoring and evaluation plans.

Outputs required for Phase 2: Report, associated maps and any associated field data spreadsheets.

On successful completion and sign-off of Phases 1 and 2, the successful contractor will be required to:

- 1) Present key findings and recommended next steps to the project's Technical Advisory Group
- 2) Present on key initial findings to the project's Stakeholder Communication Advisory Group,
- 3) Support a public engagement and feedback event with information on ecology for a 1/2 day public consultation (likely September 2024). As an ambition, this project would like to involve stakeholders, including local communities, in evaluating options and reaching decisions related to landscape recovery.

Phase 3 (Final Reporting October – December 2024).

Final reporting to include the following elements: current ecological characteristics of the landscape recovery area including key habitats and species; recommendations of where habitat/species restoration could be focused, being mindful of what land is available for change; costed plans for habitat restoration delivery to inform the projects

development phase including any protected species constraints; indicators and metrics to inform the Monitoring and Evaluation Plan of the delivery phase.

Phase 3 Outputs: Final Report, maps, and metrics.

Tender Process

Please address your quotes to the Project Manager, Heaths to Sea, Clinton Devon Estates. All tender applications should be sent by email to kirsten.ellis@clintondevon.com.

Please quote for the work as defined by the contract scope above and taking account of the details in the project description. Within the tender please:

- 1) Provide a breakdown of delivery costs against the items within the brief.
- 2) Describe your background or experience of undertaking similar work.
- 3) Indicate a rough timeline for your work (with regard to the phasing timeline outlined).

Timeline

Phase 1 to be undertaken in the period May to June 2024; phase 2 July to September 2024; phase 3 October to December 2024.

Tenders will be judged on quality of submission, experience of contractors and value for money. We will not necessarily choose the cheapest quote but must be able to justify choosing a more expensive contractor and demonstrate that the quoted cost is reasonable.

Deadline for applications: 13th May 2024. The successful contractor should be able to start work from 1st June 2024.

Tenders will be reviewed, with a view to announcing the successful tender 24th May 2024.

For any questions about the role and project, please contact sam.bridgewater@clintondevon.com.

Payment schedule and terms

Term payments to be negotiated with the successful contractor before the start of the contract, and to be paid on submission of invoices. Normal terms are 30 days after invoicing.

Terms and Conditions

The basis of the contractual agreement between Clinton Devon Estates (The Estate) and the successful contractor is outlined in our standard terms and conditions below. In applying for this work you are explicitly agreeing to be bound by these terms and conditions for the duration of the contract. If you require any alterations to these terms and conditions please state your issues within your tender documents.

1. The contractor shall provide the services with that degree of diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a type of undertaking similar to that of the contractor; and in such a manner as to minimise disruption to the business of the Estate. The contractor shall comply with all Regulations in its provision of the Services.
2. The contractor shall undertake the services to meet all standard and appropriate codes of practice, health and safety advice as issued by the Health and Safety Executive
3. The contractor shall undertake and be responsible for all necessary risk assessments to complete the contract and shall confirm with the Estate's authorising officer that this has been undertaken.
4. The contractor and the Estate will comply at all times with their respective obligations under Data Protection Legislation (Data Protection Legislation means (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 as amended from time to time; (iii) Regulations made under the DPA 2018; and (iv) all applicable Law relating to the Processing of Personal Data).
5. The contractor shall be responsible for the supply of all equipment necessary to undertake the contract.
6. The contractors shall have in place current public liability insurance to the value of not less than £5m, and professional indemnity insurance with a minimum liability of £2million per claim, and shall make available a copy of the renewal certificate(s) for such policies to Mr. Graham Vanstone, Insurance Manager, Clinton Devon Estates, Rolle Estate Office, Bicton Arena, East Budleigh, EX9 7BL.
7. The contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the contractor by the Estate or its agents and any other confidential information concerning the Estate's business or its products which the contractor may obtain. The contractor shall not use such confidential information for any purpose other than fulfilling its obligations under this agreement and shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the contractor's obligations to the Estate and shall ensure that such employees, agents or sub-contractors are subject to these same obligations of confidentiality.

8. Unless otherwise agreed in writing, all Intellectual Property Rights in and to the outputs of the services are hereby assigned with full title guarantee (including by way of a present assignment of future copyright and/or unregistered design right) by the contractor and shall vest in the Estate. The contractor shall (at the request of the Estate, but at the contractor's cost and expense) do all such acts and things (including executing all documents) required to vest such Intellectual Property Rights in the Estate.
9. The contractor warrants that the materials, all deliverables and outputs of and the use of the services by the Estate shall not infringe any Intellectual Property Rights of any third party. The contractor shall keep the Estate indemnified against any and all liabilities, losses, damages, injury, costs, claims and expenses (including reasonable legal expenses) awarded against or incurred or paid by the Estate arising out of or in connection with any breach by the Contractor of this condition.
10. The contractor shall carry out the provision of the services in accordance with the Estate grant Authority's environmental requirements, which are:
 - a. To conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
 - b. Where relevant, to pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
 - c. Where relevant, take all possible precautions to ensure that any equipment and materials used in the provision of the Project do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Estate shall be notified in advance of their use.
 - d. Endeavour to reduce fuel emissions wherever possible.
11. The Payment Schedule will be agreed with the contractor, and the Estate reserves the right to hold a retention to be paid on completion of the contract, the extent of which and the release date shall be specified on awarding the contract.
12. The work shall be undertaken in accordance with the contract scope outlined in tender documents and in the Contractors tender document.

Our organisation

Clinton Devon Estates is a family business involved in farming, sustainable forestry, conservation management and several other land-based enterprises including the South West's premier equestrian venue, Bicton Arena. (<https://clintondevon.com/>).

For over 700 years we have been stewards of the East Devon countryside and are active across all areas of land management. This includes the management of the core area of

the Pebblebed Heaths National Nature Reserve

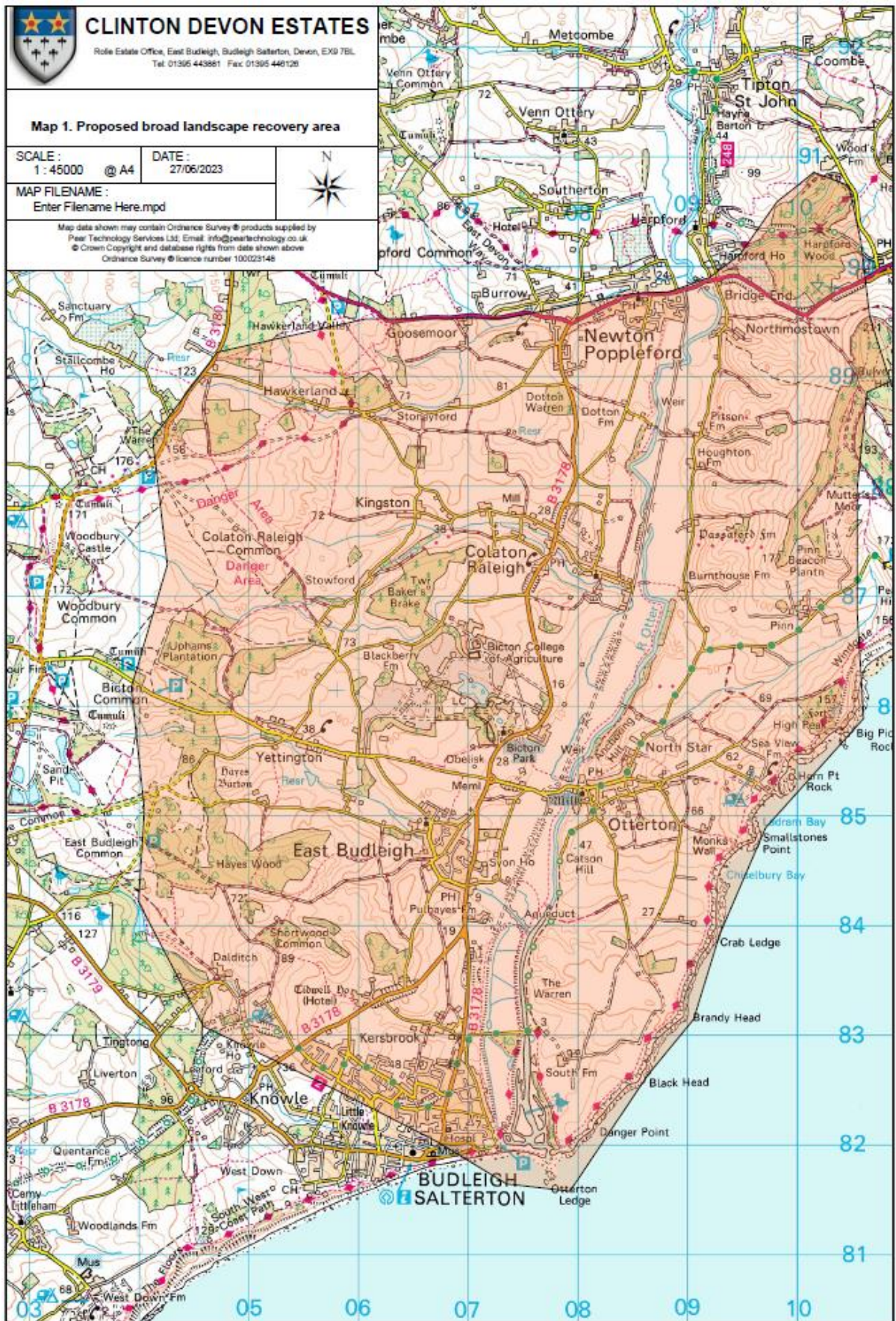
(<https://www.pebblebedheathsnnr.co.uk/>) which also includes the Otter Estuary.

These internationally important conservation sites are managed by the Estate's own conservation charity (www.pebblebedheaths.org.uk/about-us/) and we work in close strategic partnerships with the Devon Wildlife Trust, the RSPB, the National Trust, East Devon District Council and Devon County Council. Working in collaboration with the Environment Agency, in 2023 the Estate completed the lower Otter restoration project (<https://www.lowerotterrestorationproject.co.uk/>) an ambitious nature recovery and coastal climate adaptation scheme (see also <https://www.pacco-interreg.com/>).

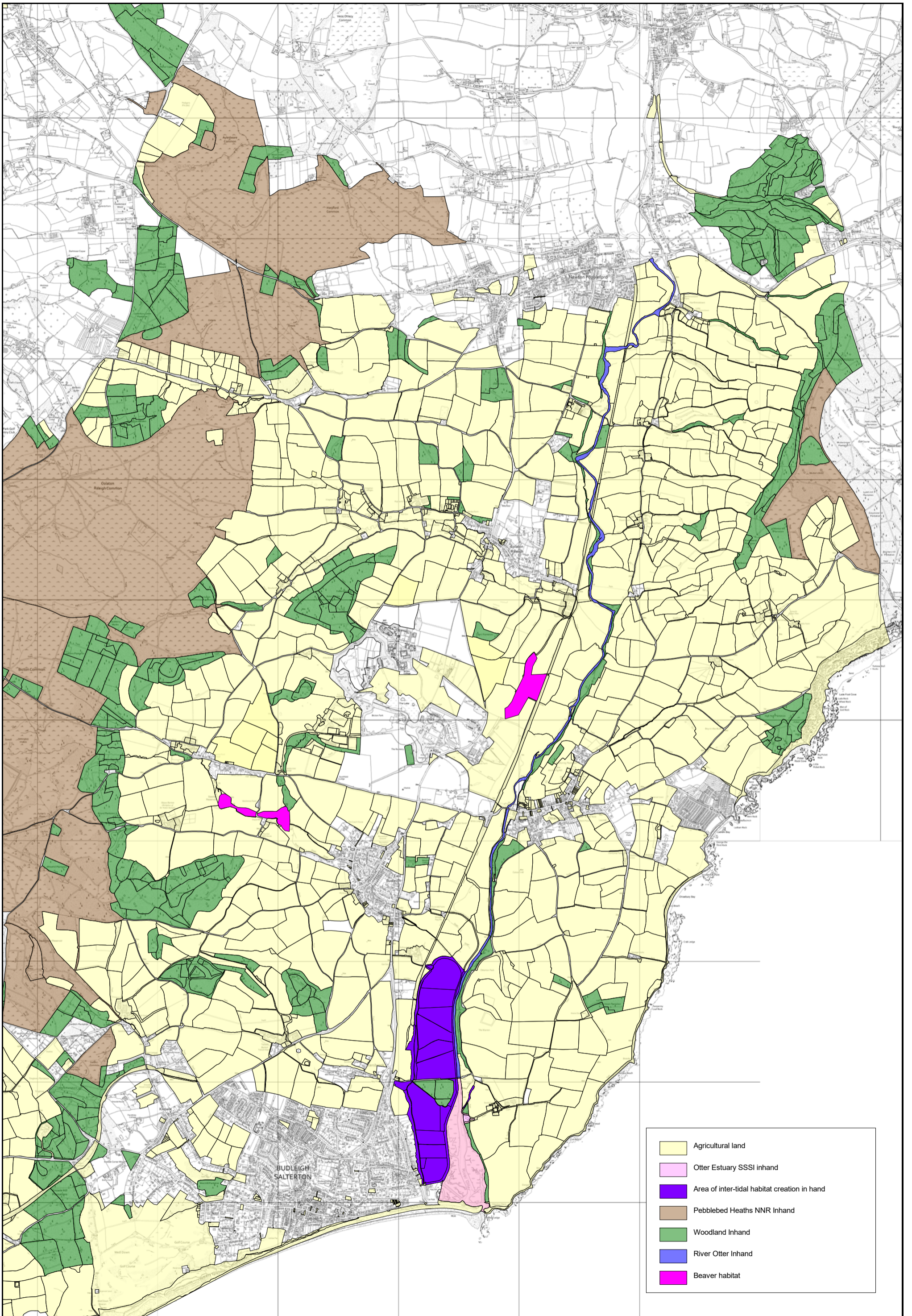
The Estate has been the recipient of many awards and accolades including achieving the Queen's Award for Enterprise three times and we have been honoured several times in the Sunday Times Best Small Companies To Work For. We are proud of our conservation credentials and can demonstrate an excellent track record for delivering nature improvement at scale.

Clinton Devon Estates is committed to creating an inclusive work environment with a diverse workforce. All appropriately qualified candidates will receive consideration for employment without regard to race, religion, gender, sexual orientation, national origin, disability or age.

Appendix 1: Project Area



Current Land Use



Proposed Land Use

