



CLINTON DEVON ESTATES

Heaths to Sea – Landscape recovery of the lower Otter Valley Tender brief for Restoration Options Assessment (*Hydrology)

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.

This scheme is currently in its Project Development Phase (PDP). The PDF 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 development phase, the project will deliver a costed restoration plan and fundable proposition for implementation.

As part of the development phase of this scheme during 2024 we are looking to procure specialist hydrological, geomorphological and ecological support to provide a list of costed options for restoration. These options will inform on restoration plans to ensure that the greatest gains for nature and ecosystem processes are made, that the plans are technically feasible to deliver and to ensure that the project is sighted on legal constraints to work. This includes ensuring that any works will not increase flood risk.

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

Contract Scope

Phase 1. Part A. (June - July 2024):

- **Desk-based study of topography, hydrology, geology, drainage, historic modification.**
- **Initial liaison with other projects in the catchment.**

Complete a desk-based broad-level hydrological review of the catchment (with reference to topography, hydrology, geology, existing drainage patterns and modification history of the broad focus area but with particular focus on river and tributary floodplains). This should draw on supporting spatial datasets (including Lidar) in the public domain. It should also include initial liaison with key personnel of allied hydrological initiatives currently active in the area, including the Climate Resilient Otter Catchment (CROC) project, the Devon Resilience Innovation Project (DRIP) and Upstream Thinking: Rapid Response Catchments (UST-RRC) project, and EA-funded work related to the hydrological impacts of beaver damming. This is to ascertain where data and land use change synergies may occur, and ensure we are not duplicating work across the catchment. A key requirement of the work will be to avoid increasing flood risk; liaising with the relevant EA team is expected.

Phase 1 Part B. (August – September 2024).

- **Site visit and geomorphological walkover of the project area.**
- **Consideration of the current and potential river dynamics to make early recommendations of potential project options.**

You should complete a site visit (informed by the desk-based assessment) and geomorphological walkover of the main river and tributaries in the project area (see Appendix 1 and separate map outlining main river and tributary stretches of interest). This walkover will focus on locations thought to be of key significance; this to include walking the main river south of Newton Poppleford and the tributaries.

Your report should include observations and annotations on current and likely future river dynamics and indicative early recommendations for river and floodplain restoration. It should highlight a range of options from obvious easy wins to more ambitious full scale river restoration with the appraisal outlining likely habitat/NFM benefits and disbenefits. Consultation with the 1990 River Corridor Survey is advised, as is use of map comparison sites (e.g. <https://maps.bristol.gov.uk/kyp/?edition=devon> which allows comparison of modern and tithe maps).

This piece of work may include the use of drones to inform surface models and will include liaising with project ecologists regarding the likely target restoration habitats and their requirements e.g. degree of waterlogging, height of water table and levels of water in ditches, etc. Phase 1 will be used to advise on any further hydrological data

collection and monitoring that might usefully further inform on the restoration recommendations, above and beyond that which already exists, for example, datasets held by the Environment Agency.

On successful completion and sign-off of Phase 1, 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 hydrology for a half 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.

Progression from Phase 1 to Phases 2 and 3 will depend on the successful completion of Phase 1 (reports and associated datasets generated by the project) as agreed with the Project Board.

Upon successful completion of Phase 1 outputs:

Phase 2 (September – December 2024). Create baseline hydraulic model(s) and of options. This phase should include the creation of basic hydraulic models of fluvial flood, surface water flooding and drainage dynamics, and modelling of restoration options against the baseline. These models will need to be compatible with any statutory Flood Risk Assessment and to fulfil the requirements of any other statutory constraints related to modifying water movement. Please assume for the purposes of quoting that available relevant EA hydrometric datasets and hydraulic models and associated data will be made freely available.

Phase 3 (September - December 2024). Plan and outline costs of preferred option. This will be a plan of indicative ground works and will outline cost of these works to deliver the preferred restoration option to inform the project's Development Phase.

Outputs of Phase 2 and 3: Report and hydraulic model.

Tender Process

Please address your quotes to the Heaths to Sea Project Manager, 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.

Timeline

Phase 1 to be undertaken in the period June to August 2024 with a final report to be submitted by 31st August 2024. Phases 2 and 3 to be undertaken September – December 2024 with final report and associated model/data to be submitted by 5th January 2025.

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: 10th 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 by 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.

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

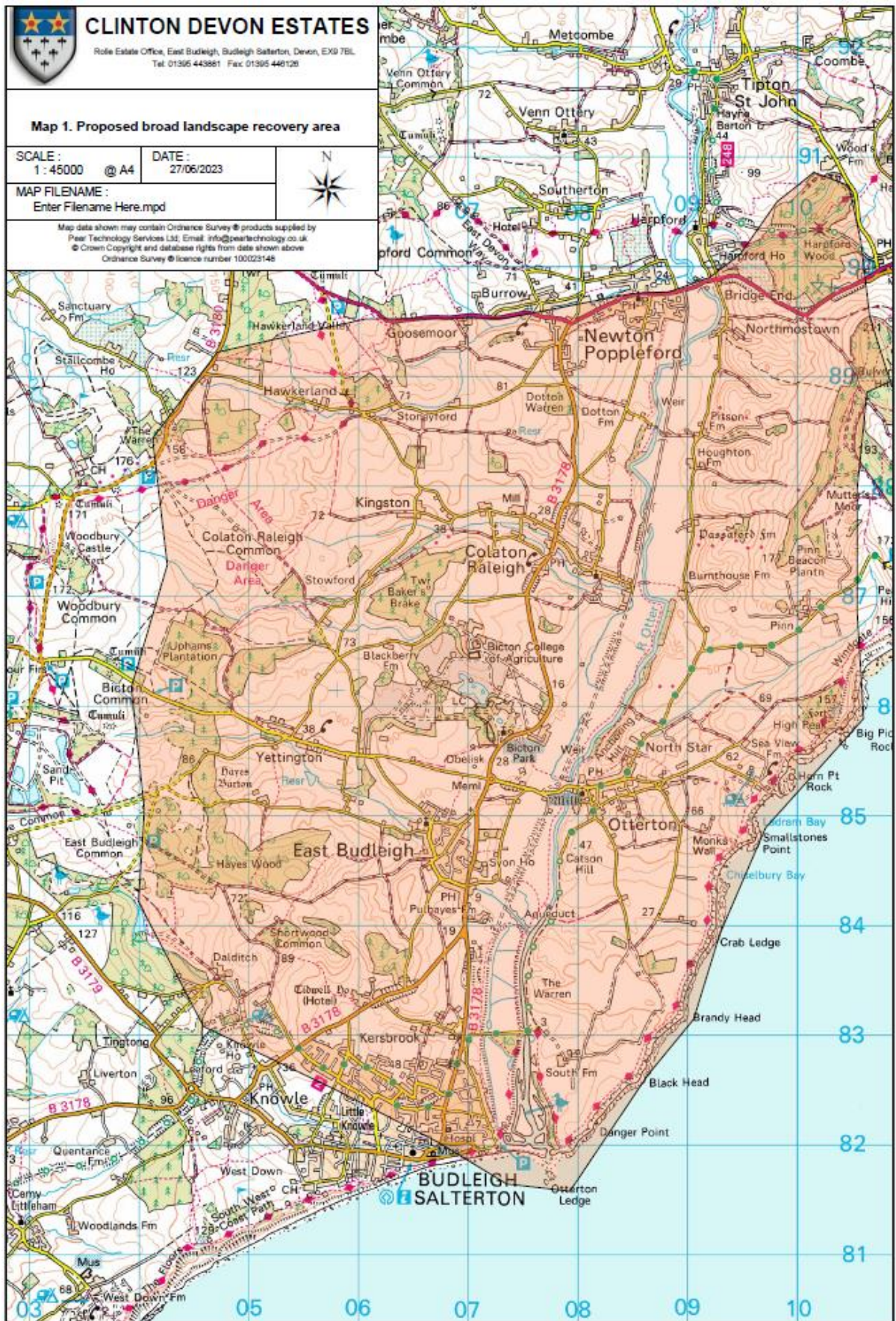
(<https://www.pebblebedheathsnnr.co.uk/>) which also includes the Otter Estuary.

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/>).

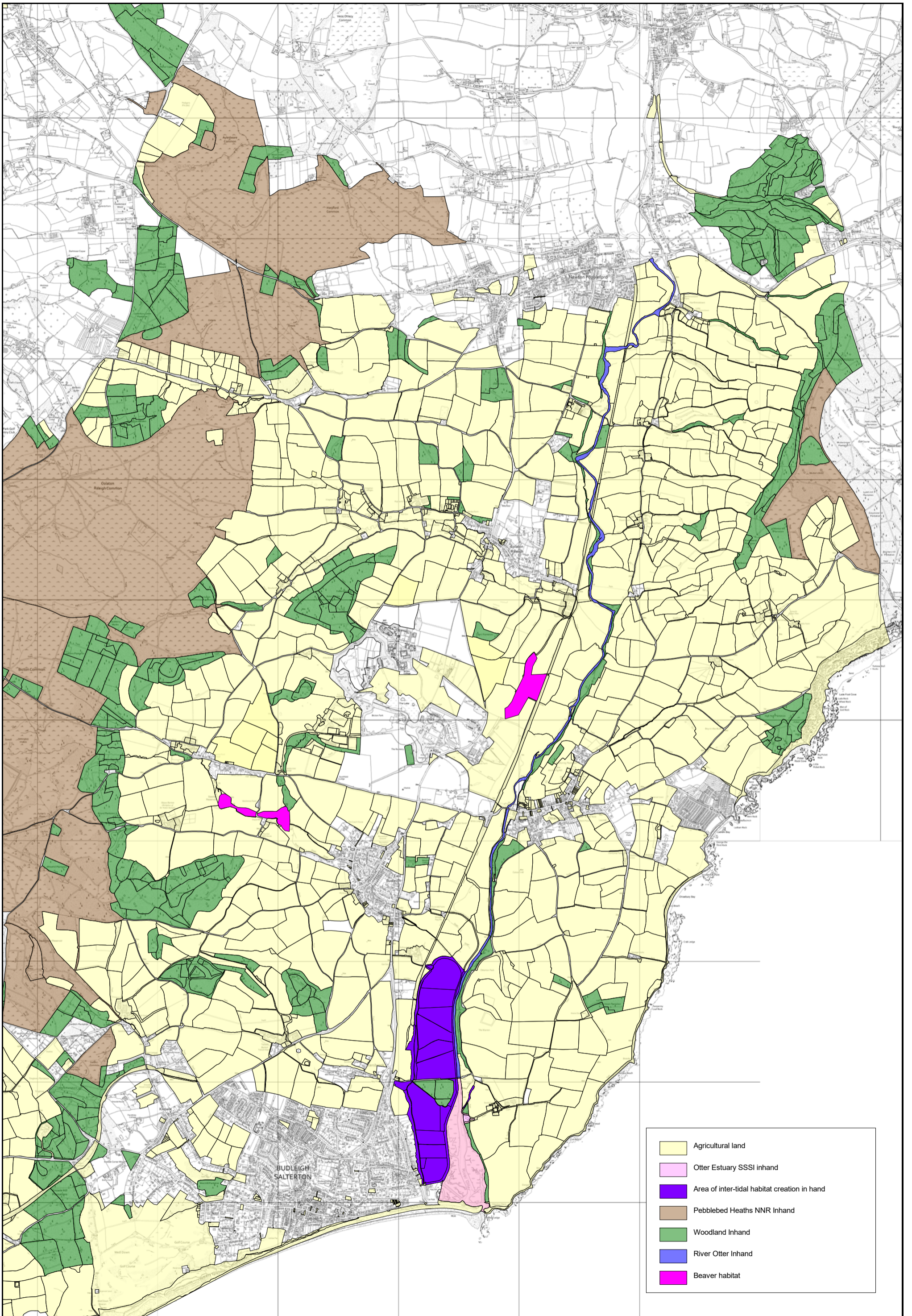
The Estate has been the recipient of many awards and accolades including achieving the Queen's Award for Enterprise three times and we have been honoured several times in the Sunday Times Best Small Companies To Work For. We are proud of our conservation credentials and can demonstrate an excellent track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

