



## Standard Contract for Goods and/or Services - Order Form

|                                 |  |  |
|---------------------------------|--|--|
| <b>1. Purchase Order Number</b> | TBC  |  |
| <b>2. Customer</b>              | Natural England, Foss House, King's Pool, 1-2 Peaseholme Green, YORK YO1 7PX   |  |
| <b>3. Contractor(s)</b>         | CBEC eco-engineering UK Ltd.<br>65 Sussex Street<br>Glasgow<br>Scotland<br>G41 1DX<br>Company registration number: SC385000  |  |
| <b>4. Defra Group Members</b>   | The following Defra Group members will receive the benefit of the Deliverables:<br><br><b>Natural England</b>  |  |
| <b>5. The Agreement</b>         | <p>This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"> <li>a) this Order;</li> <li>b) the terms and conditions at Appendix 1; and</li> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul> |  |
| <b>6. Deliverables</b>          | <b>Applicable Deliverables</b>   | <b>Goods Only:</b> <input type="checkbox"/><br><b>Services Only:</b> <input checked="" type="checkbox"/><br><b>Good and Services:</b> <input type="checkbox"/>   |
|                                 | <b>Goods</b>   | N/A  |
|                                 | <b>Services</b>  | <p>This project aims to identify and present potential river restoration projects on the River Derwent SSSI/SAC in a visually engaging way. The project will develop the broad recommendations of the River Derwent Restoration Plan, to present possible restoration options that will improve the river's geomorphological function.</p> <p>The project will present restoration options with visually engaging maps/graphics, and it will outline project recommendations in a report. The findings of the project will be presented to Natural England in a presentation.</p> <p>Dates of Delivery: 10<sup>th</sup> June 2024- 13<sup>th</sup> December 2024</p> |

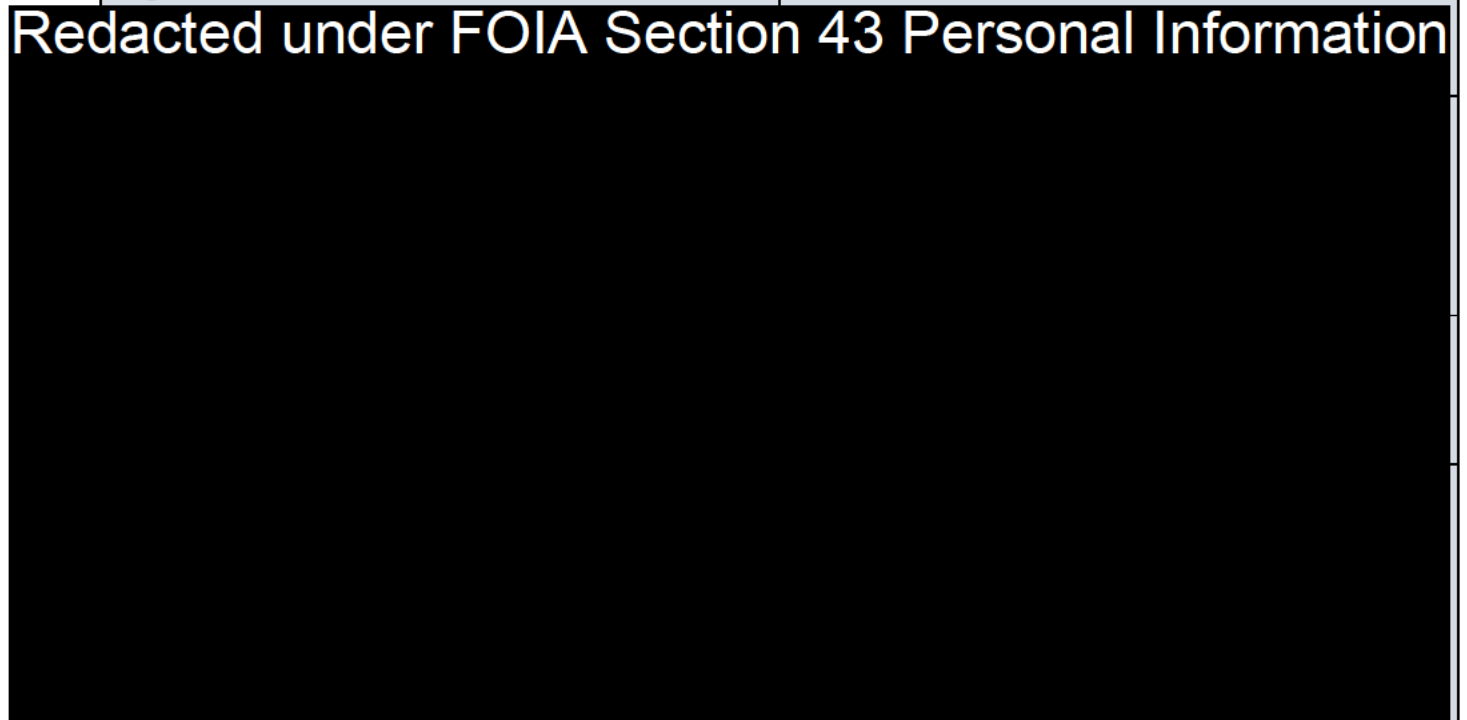
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|---|--|
| 7. Start Date   | 17 <sup>th</sup> June 2024   |
| 8. Expiry Date  | 13 <sup>th</sup> December 2024   |
| 9. Charges  | The Charges for the Goods and/or Services shall be as set out as in Appendix 3. The Charges are fixed for the duration of the Agreement.   |
| 10. Payment   | Payments will be made via electronic invoice with Purchase Order number at the end of the service delivery.  |
| 11. Contractor's Liability Cap (Clause 13.2.1)            | A sum equal to £5,000,000.   |
| 12. Customer's Authorised Representative(s)               | For general liaison your contact will continue to be<br>Redacted under FOIA Section 43 Personal Information  |
| 13. Contractor's Authorised Representative                | For general liaison your contact will continue to be<br>Redacted under FOIA Section 43 Personal Information  |
| 14. Optional Intellectual Property Rights ("IPR") Clauses | The Customer has chosen Option <b>B</b> in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.<br><br><b>Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</b> |
| 15. Progress Meetings and Progress Reports                | <ul style="list-style-type: none"> <li>The Contractor shall provide the Customer with progress reports via email every month</li> </ul>  |
| 16. Address for notices                                   | <div>Customer:</div> <div>Contractor:</div> Redacted under FOIA Section 43 Personal Information  |
| 17. Key Personnel of the Contractor                       | Redacted under FOIA Section 43 Personal Information  |
| 18. Procedures and Policies                               | For the purposes of the Agreement:<br><br>The Customer requires that the Contractor has, and complies with, relevant policies covering security / data security requirements, sustainability requirements, equality and diversity policy, and health and safety.                                   |
| 19. Special Terms   | N/A  |
| 20. Additional Insurance                                  | <i>Agreement is only for insurance to be in place in line with industry best practice</i>  |
| 21. Further Data Protection Provisions                    | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:  |

|  |  |
|--|--|
|  | Yes: <input type="checkbox"/><br>No: <input checked="" type="checkbox"/> |
|--|--|

*Please note that typically the Contractor should sign first and return the copy to the Customer to sign*

|   |   |
|---|---|
| Signed for and on behalf of the <b>Customer</b> | Signed for and on behalf of the <b>Contractor</b> |
|---|---|

Redacted under FOIA Section 43 Personal Information



## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

## Appendix 2: Specification/Description

**[Guidance note: Tender specification and Contractor's tender response to be included here (if applicable)]**

# Specification of Requirements

## River Derwent SSSI/SAC: A River Restoration Optioneering Project

### 1. Background

#### 1.1 Background to Natural England

The Authority is Natural England. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information about the Authority can be found at: <https://www.gov.uk/government/organisations/natural-england>

Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy.

#### 1.2 Background to the Project

A River Restoration Optioneering Project is required to demonstrate the potential for working with natural processes to improve the geomorphological function of the River Derwent SSSI/ Special Area of Conservation (SAC), in North & East Yorkshire.

To date, there has been limited progress with improving the naturalness of the geomorphology of the River Derwent SSSI/SAC. Several key challenges have contributed to this such as the presence of several weirs and a tidal barrage, two significant drinking water abstractions and balancing the restoration of the river with the management of the adjacent internationally important floodplain meadows in the Lower Derwent Valley. The primary aim of this optioneering project is therefore to develop a set of possible restoration actions that could take place in the short-term within current constraints, whilst investigations continue into wider aspects of restoration.

A River Restoration Plan and associated Technical Report was written in 2010 and outlines Natural England and the Environment Agency's restoration ambitions on the River Derwent SSSI/SAC. The recommendations from this plan should be used to inform this optioneering project. The River Restoration Plan and associated Technical Report can be found on the [River Restoration Centre website](#).

#### 1.3 Background to the Study area

The Yorkshire River Derwent is a major tributary of the River Ouse, located to the north and east of York. The river rises on Fylingdales Moor in the North York Moors National Park and flows south until it meets the River Hertford. It then flows west through the Vale of Pickering, resumes its southerly direction through the Vale of York, and joins the River Ouse at Barmby-on-the-Marsh. The river has been designated as a Site of Special Scientific Interest (SSSI) from its confluence with the River Rye to its downstream confluence with the River Ouse (with the exception a short sections through Malton), the SSSI having a total length of c.70km.

The River Derwent SSSI is divided into 21 SSSI units, which Natural England uses to manage and monitor the condition of the site. Four of these units relate to the river itself, whilst the remainder relate to land-based supporting habitats along the river corridor. The four river-based units are shown in Figure 1. This constitutes the area for investigation of this optioneering project. For the purposes of the River Restoration Plan, the river units of the SSSI have been further broken down into 22 reaches, shown in Figure 2. This optioneering project should report findings on a both a reach and SSSI unit level.

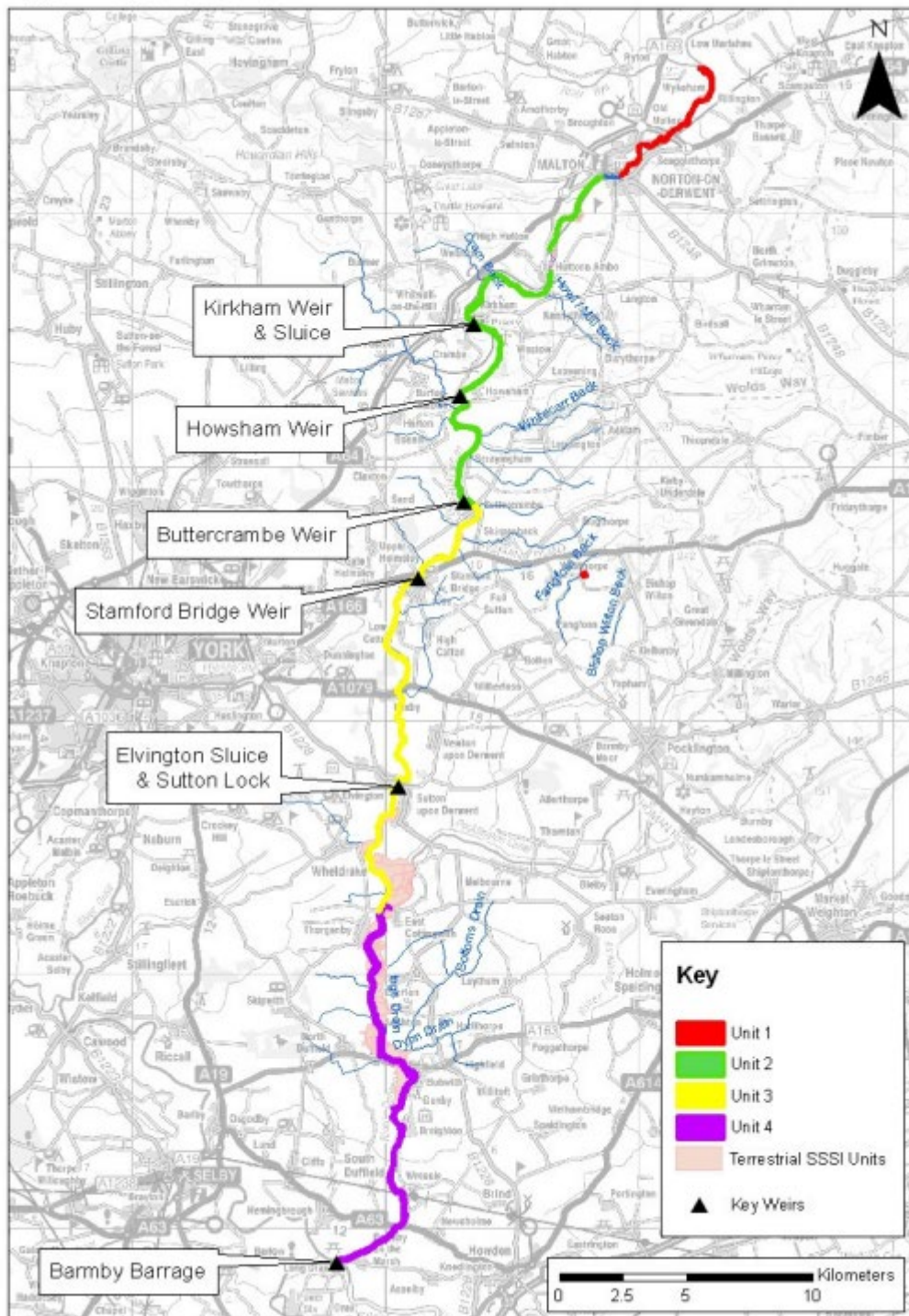
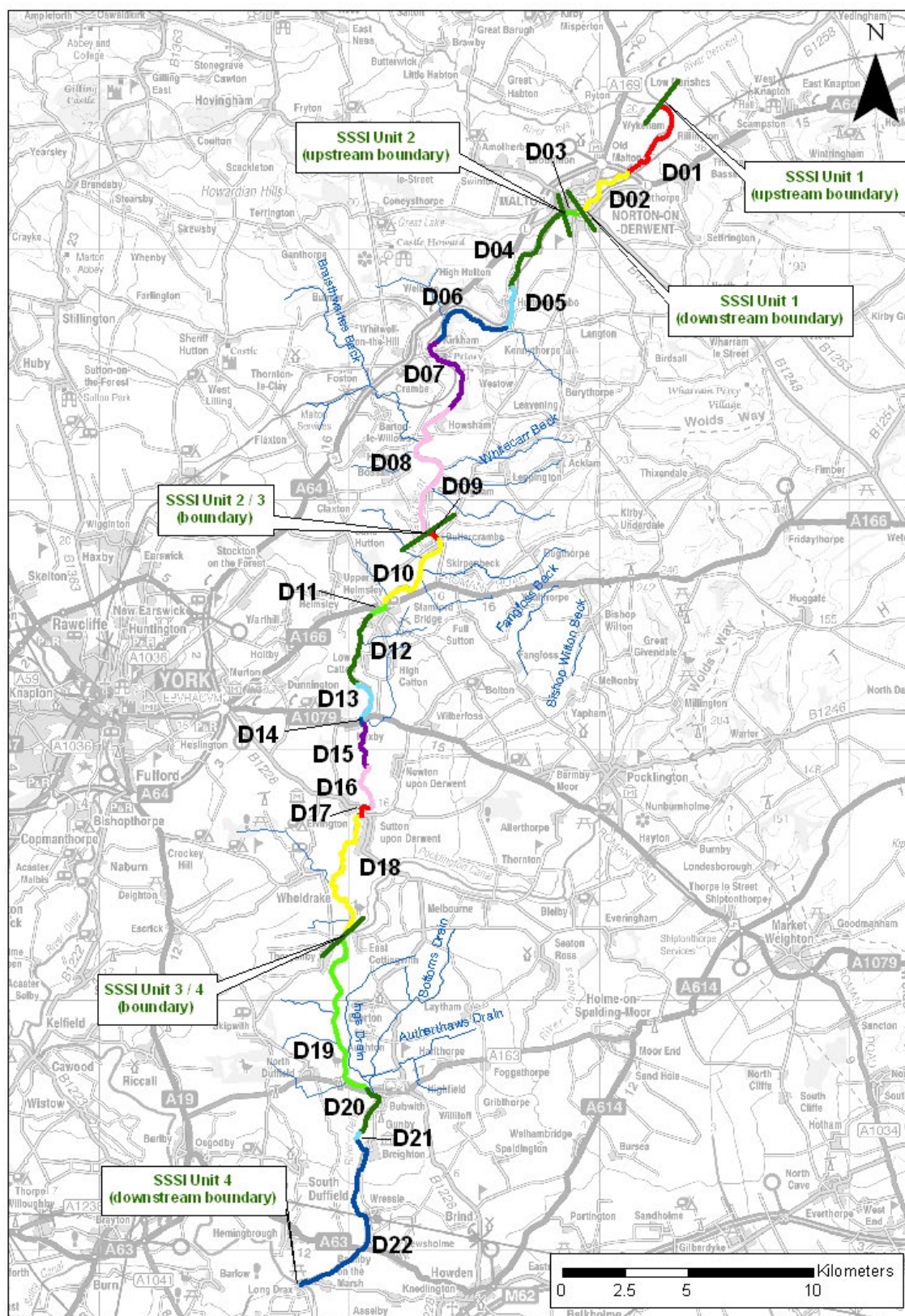


Figure 1: Study area and River Derwent SSSI Units. River Derwent Restoration Plan, 2010





## Designated Features

The River  
Derwent

Figure 2: Location of River Restoration Plan reaches D01 to D22 (and SSSI units) along the River Derwent SSSI. River Derwent Restoration Plan, 2010

NE Version 1.0

SSSI has been designated for its natural lowland character as well as the particular characteristics:

- Classic lowland river profile with diverse flora and fauna.
- Aquatic plant community characteristic of lowland rivers (including un-branched bur-reed (*Sparganium emersum*), yellow water-lily (*Nuphar lutea*), flowering rush (*Butomus umbellatus*), shining pondweed (*Potamogeton lucens*), arrowhead (*Sagittaria sagittifolia*) and narrow-leaved water-parsnip (*Berula erecta*)).
- Otter (*Lutra lutra*).
- Diverse fish communities including bleak (*Alburnus alburnus*) and ruffe (*Gymnocephalus cernuus*).
- Rich assemblage of invertebrates including mayflies (*Baetis buceratus*, *Heptagenia fuscogrisea* and *Brachycerus harisella*) as well as the banded agrion dragonfly (*Agrion splendens*).
- The breeding bird community including common sandpiper (*Actitis hypoleucos*), dipper (*Cinclus cinclus*), kingfisher (*Alcedo atthis*), yellow wagtail (*Motacilla flava*) and grey wagtail (*Motacilla cinerea*).

In addition to being designated as a SSSI, the River Derwent is also internationally designated as a Special Area of Conservation (SAC), and some areas of the river are part of the Lower Derwent Valley Special Protection Area (SPA). The additional SAC/SPA designation is recognition that some or all of the wildlife and habitats are particularly valued in a European context.

The River Derwent SAC designation is based on the following interest features:

- Natural lowland river character
- Assemblage of floating and submerged plants, including *Ranunculon fluitantis* and *Callitricho-Batrachion* communities
- River lamprey (*Lampetra fluviatilis*)
- Sea lamprey (*Petromyzon marinus*)
- Bullhead (*Cottus gobio*)
- Otter (*Lutra lutra*)

The River Derwent flows through the Lower Derwent Valley in its lower reaches, which is made up of a number of SSSI floodplains together making up the Lower Derwent Valley Special Area of Conservation (SAC), Special Protection Area (SPA) and Ramsar, parts of which are managed as a National Nature Reserve (NNR).

These floodplain meadows are of importance for their grassland and fen communities, of particular importance is the large extent of MG4 *Alopecurus pratense* – *Sanguisorba officinalis* grassland, which forms part of the SAC and SSSI designations. The floodplain in this area also supports internationally and nationally important bird features throughout the year which include wintering, breeding and migratory waterfowl. The birds are dependent upon suitable habitat conditions provided by the broad range of floodplain habitats.

The Conservation Objectives and Supplementary Advice for the River Derwent SAC and Lower Derwent Valley SAC and SPA can be found via the Designated Sites View website here:

- [River Derwent SAC](#)
- [Lower Derwent Valley SAC](#)
- [Lower Derwent Valley SPA](#)



## 1.4 Project Aims

The River Derwent Restoration Plan and Technical Report contain background information on the geomorphology and ecology of the river and its floodplains, key constraints, and broad restoration recommendations, broken down into reach-by-reach summaries and maps. The aim of this project is to use these broad recommendations (and any other opportunities identified outside of the Restoration Plan) to identify and present potential restoration projects in a visually engaging way at the river reach and SSSI unit scale.

This project is not intended to be a full feasibility project, but rather aims to identify possible restoration actions and present them in engaging maps/graphics to use with landowners and partners, prior to being worked up in future to full project-level detail. Presenting restoration actions in a **visually engaging and accessible way** is therefore a key aim of this project. It may be appropriate to work with a different specialist organisation to ensure this aim can be met.

In particular, this optioneering project should outline possible restoration projects that focus on naturalising the geomorphology of the river and improving natural function.

The following work or investigations, highlighted in the River Derwent Restoration Plan, is already underway through different workstreams and is therefore **outside** of the scope of this project:

- Investigating the removal or amendment of the weirs and tidal barrage to restore more natural river geomorphology and associated processes.
- Reduction of sediment pollution/sediment inputs.
- Management of Invasive Non-Native Species (INNS)

In addition, this project will only look at the removal or amendment of flood banks where they are not connected with the management of the Lower Derwent Valley SAC/SPA/Ramsar floodplain meadows, and where the flood banks are not providing significant flood protection to people and property. This is in line with the project aim to focus on restoration options that can take place in the short-term to improve the geomorphology of the river, whilst strategic work is ongoing to investigate wider restoration.

This optioneering project should therefore focus on restoration options that can take place within the following scenario:

- The weirs and Barmby Tidal Barrage being in place in their current form.
- The flood banks that deliver a significant flood risk benefit to people and property and those associated with the management of the Lower Derwent Valley SPA/SAC/Ramsar not being altered.

It should however, be stressed that restoration options should **not compromise**, possible longer-term actions to restore more natural river geomorphology and a natural tidal regime. Options should be suggested within the context that the natural tidal regime and associated river processes in the lower part of the river could be reinstated in the future.

## 2. Project Requirements

### 2.1 Areas of Investigation

This project will form an options appraisal and will:

- Undertake a desk-based audit to inform the project, using existing available data, including the River Derwent Restoration Plan and Technical Report. This should include: Existing geomorphological features and hydrology, wildlife and biodiversity, landscape and historic features. Seek additional/updated information where necessary.
- Produce a restored river Width: Depth profile along the length of the SSSI/SAC, informed by the characteristics of the river (e.g. flow, sediment regime).
- Undertake a targeted field survey informed by the desk-based audit, to collect updated or any additional information required to make project recommendations. This should involve up to 10 site visits. Sites will be selected in consultation with Natural England. Access permission will be organised by Natural England, as detailed in section 2.3. One Natural England staff member should have the option to join site visits.
- Identify restoration opportunities for re-naturalising the river, in particular; channel reprofiling (e.g., addressing the historic deepening and widening of the channel), improving marginal and riparian vegetation, re-meandering, improving flow variation, increasing woody debris and removing or altering selected flood banks (see below). The restoration options identified should contribute towards moving the SSSI towards favourable condition in terms of the monitoring targets related to the river's geomorphology, as measured through River Habitat Survey (RHS), and the key issues identified in the River Derwent Restoration Plan. Several restoration options may be proposed per reach, where relevant.
- Flood bank investigation:
  - Identify flood banks that could be removed or amended to improve connectivity between the river and the floodplain. **To note**, flood banks identified must not be associated with the hydrology of the Lower Derwent Valley SAC/SPA/Ramsar floodplain meadows or be providing significant flood risk benefit to people and property.
  - In the areas identified, actions required to restore the hydrological function of the floodplain and create suitable floodplain habitats should also be outlined.
  - Any key changes and risks from restoring geomorphological processes should be outlined (including the likelihood of avulsion and the extent of any likely lateral channel migration).
- Outline the key impacts (positive and negative) of implementing the proposed restoration works both on and off the holdings, particularly considering the impact on other SSSI/SAC/SPA interest features which may be present on functionally connected land as well as within the SSSI/SAC/SPA itself.
- Outline, at a high-level, the likely impacts on flood regime and flood risk to people and property (full feasibility study detail is not expected).
- Identify further work needed to inform statutory permissions for project implementation and consider likely constraints, consents and approvals. Historic features within the project area that could be impacted by works should be included.
- Provide approximate estimated cost scenarios associated with restoration options.

## 2.2 Summary of Deliverables

- Produce standalone, visually engaging maps/graphics illustrating the proposed restoration options and specific points of interest. As appropriate, these may be supported by target notes, photographs, or example cross sections, to clearly show options in an engaging manner. The maps/graphics should be produced at a scale that shows the proposed works

clearly. The mapping output must be produced in a format that Natural England can easily share with partner organisations and land managers.

- Summarise project findings in a comprehensive project report. The supplier must comply with [Natural England publishing standards for commissioned reports \(NECR000\)](#) and use the report template provided on the page, following the guidance within it. The supplier must include a clear section on any third-party data replicated or used to derive the output from, and how, within the report. An electronic copy of the draft report, in Word format, should be submitted to Natural England for consideration and comments. The report should include:
  - Executive Summary.
  - Introduction to the project.
  - Summary of the desk audit and site visit findings, including any additional data collected and photos.
  - Methods.
  - Presentation and discussion of the restored river Width: Depth profile.
  - Summary of the recommended restoration options, including key considerations, constraints, permissions and future work required as detailed in section 2.1.
  - A discussion of the findings, outlining any caveats and/or limitations of project findings.
  - References and details of data lineage and licensing.
- Deliver a presentation of the key project findings and recommendations to the Natural England project group.
- Produce a presentation that can be used by Natural England to engage with partner organisations on the project outputs, using the Natural England presentation template.

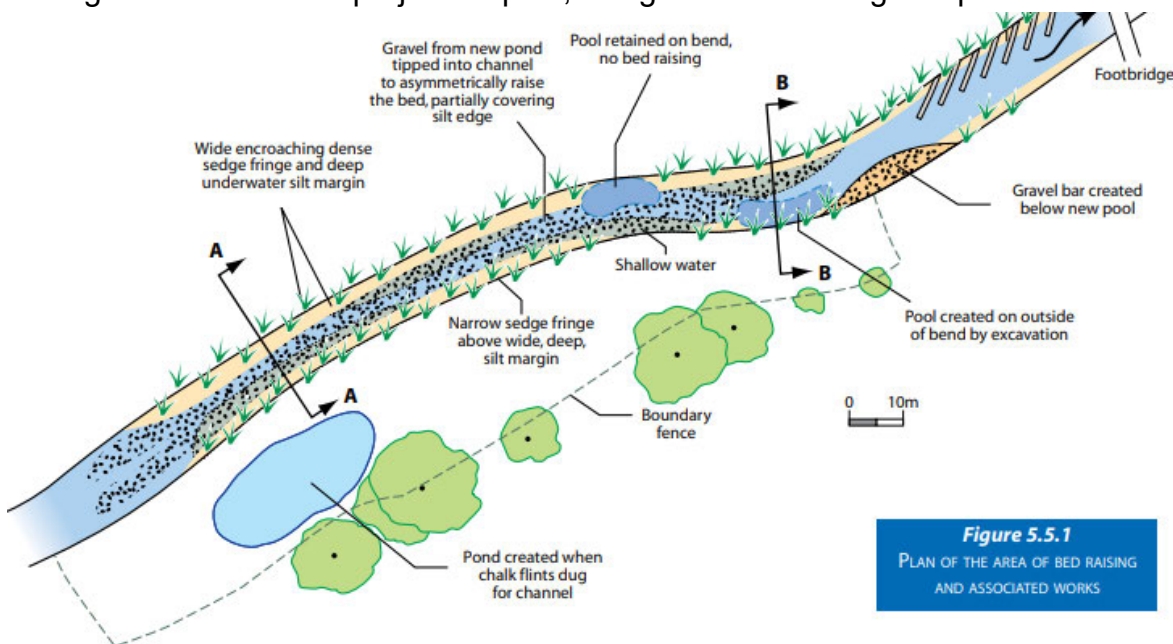


Figure 3: Example Restoration Map – Extract from River Restoration Centre [Manual of River Restoration techniques](#)

## 2.3 Access to Land and Health and Safety

Natural England will obtain landowner/manager permission in advance of the site visits. As may be necessary, we will supply contact details of local personnel with whom the contractor will liaise. We can also supply site access notes and other details as may be helpful based upon our knowledge of the area. Any personal or other confidential details must be treated in strict confidence according to GDPR requirements. Where required, permissions must be obtained at least 48 hours prior to each visit. Should permission be refused at short notice or upon arrival, the Natural England project officer should be notified as soon as possible with the view to rapid resolution.

The contractor is responsible for the health, safety and welfare of the contract workforce. You should enclose your own risk assessment for the work to be done with your quotation submission, as detailed in the evaluation criteria.

## 2.4 Data ownership, intellectual property rights and copyright

All data captured and produced shall be fully owned by and copyrighted to Natural England. This shall include any intellectual property rights that might otherwise impede on Natural England's usage and data sharing of the outputs.

See standard Terms and Conditions for further details.

The supplier can request to use data held by Natural England and complete some of our contractor licences at <https://www.gov.uk/guidance/how-to-access-natural-englands-maps-and-data#request-data>.

### Additional Data Sources

Additional data and information is available on the River Derwent SSSI to support this project on request. This includes but is not limited to SSSI monitoring data such as River Habitat Survey (RHS), macrophyte and bird surveys. We may also be able to facilitate obtaining selected Environment Agency data.

## 3. Sustainability

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year environment plan/ our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

## 4. Outputs and Contract Management

This contract shall be managed on behalf of the Authority by:

Project officer: [Redacted under FOIA Section 43 Personal Inform]

Support officer: [Redacted under FOIA Section 43 Personal Inform]

The project officer will serve as the principle point of contact from Natural England. They will be responsible for the day-to-day management of this contract and will coordinate Natural England's attendance at regular meetings to review the work and ensure it meets the project's aims and objectives. As outlined below, meetings will be incorporated into the programme of works to discuss progress and facilitate feedback provision. Meetings will be organised by the contractor.

The contractor will be expected to appoint a Project Manager who will act as the principle point of contact and will be responsible for the day-to-day management of the project. The contractor will be required to regularly update the Natural England Project Officer on project progress via meetings (MS Teams preferred) arranged by the contractor, and email/ phone updates, where necessary. Any unforeseen issues arising in the course of the contract must be raised with the Project Officer as early as possible to facilitate prompt resolution. The contractor is responsible for assessing the risks associated with the project as planned and for putting in place mitigation measures to respond to them.



| Reference | Deliverable  | Responsible Party              | Date of completion                             |
|-----------|--|--------------------------------|--|
|           | Monthly progress reports will be provided to the project officer   | Contractor                     | Monthly  |
| Task 1    | Project start and inception meeting:<br><br>Key project milestones for fieldwork and submission of draft and final reports and mapping outputs will be confirmed at a project inception meeting between the supplier and the Project Officer | Contractor and Natural England | W/c 10 <sup>th</sup> June 2024 (estimated)     |
| Task 2    | Methodology finalised and confirmed via email.   | Contractor                     | W/c 24 <sup>th</sup> June 2024 (estimated)     |
| Task 3    | Progress meeting via video conference  | Contractor and Natural England | W/c 12 <sup>th</sup> August 2024 (estimated)   |
| Task 4    | Submission of draft maps and draft report  | Contractor                     | W/c 28 <sup>th</sup> October 2024 (estimated)  |
| Task 5    | Progress meeting via video conference- discussion of draft maps and draft report   | Contractor and Natural England | W/c 11 <sup>th</sup> November 2024 (estimated) |
| Task 6    | Maps, report and presentation finalised and submitted  | Contractor                     | W/c 25 <sup>th</sup> November 2024 (estimated) |

## **Appendix 3: Charges**

***[Guidance note: Include a clear breakdown of the charges in as much detail as necessary]***

Total price (excluding VAT): £45,875 - To be paid upon completion of deliverables.

Split payments based on the completion of certain deliverables may also be arranged, if agreed with both parties.