

DARTMOOR NATIONAL PARK AUTHORITY



Dartmoor Mires Project
Vegetation Monitoring of Transects
North Dartmoor, Devon

CONTRACT

THIS CONTRACT is made this *19th* day of *August* 2015

BETWEEN :

- (1) **Dartmoor National Park Authority** of Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ ("DNPA"); and
- (2) **Chrissy Mason** of Old Chapel, Hennock, Bovey Tracey, Newton Abbot, TQ13 9QG ("Contractor")

WHEREAS :

DNPA wishes to enter into this Contract with the Contractor for vegetation monitoring following restoration of blanket bog at three sites within the Dartmoor National Park.

NOW IT IS HEREBY AGREED that:

1. Purpose of Contract

The purpose of this Contract is for the Contractor to monitor vegetation following restoration of three sites in the Dartmoor National Park, namely Winney's Down, Blackabrook Head and Flat Tor Plan, in association with the Dartmoor Mires Project ("Project"), to help gather evidence regarding the effects of the restoration on vegetation. Following completion of the monitoring work, the Contractor shall produce and submit to DNPA completed recording sheets and labelled photographs for all transects.

("Work")

2. Contract Specification

The Contractor shall carry out the Work in accordance with the:

- i. Invitation to Quote (Appendix 1);
- ii. Quotation (Appendix 2);
- iii. Vegetation Methodology (Appendix 3); and
- iv. Site Plans (Appendix 4).

3. Lead Officer

DNPA's lead officer and principal point of contact for the purposes of the contract is Norman Baldock (Senior Ecologist) ("Lead Officer").

4. Payment

- 4.1** DNPA shall pay to the Contractor the sum of £2,528.00 upon the completion of the Work to the satisfaction of DNPA as specified in this Contract and in the Appendices to this Contract.
- 4.2** The total sum of £2,528.00 payable under the Contract shall include all travel costs and other expenses howsoever incurred.
- 4.3** Payment of the amount due to the Contractor will normally be made within 21 days from the date of receipt of a written invoice, unless there shall be a dispute to the correctness thereof or a dispute as to completion of the Work.

5. Field Work

- 5.1** The Work (with the exception of the production and delivery of the Recording Sheets) ("Field Work") shall be carried out between 1 August 2015 and 30 September 2015.
- 5.2** The Field Work shall be carried out on foot only.

6. Recording Sheets

- 6.1** The completed recording sheets together with clearly labelled photographs shall be supplied in digital format to the Lead Officer by 30 November 2015.

6.2 DNPA reserves the right to reject without further cause or explanation any document or electronic file provided by the Contractor or any person working for the Contractor that is incomplete, incorrectly formatted or non-compatible with DNPA's computer systems. Any provision of incomplete, incorrectly formatted or non-compatible documents or materials shall be taken to be a failure to deliver proper performance under this Contract.

7. Monitoring

7.1 DNPA reserves the right to monitor the work done pursuant to this Contract and in particular to accompany the Contractor or any person employed by the Contractor, by prior arrangement, during the whole or part of any interview or visit;

7.2 The Contractor shall co-operate with DNPA's contract supervisor in the making of any necessary arrangements pursuant to this clause.

8. Intellectual Property Rights

8.1 For the avoidance of any doubt it is hereby agreed and declared that all photographs, sketches, plans, maps, documents, records, correspondence and all other information acquired, created or otherwise obtained in any work on the Project under the Contract shall be the sole property of DNPA.

8.2 The Contractor hereby permanently and irrevocably assigns to DNPA any and all copyright, moral rights and all other intellectual property rights that the Contractor or any person working for or on behalf of the Contractor pursuant to this contract would otherwise acquire through the performance of this Contract.

8.3 The Contractor agrees and undertakes that DNPA organisational name, logo or other identifying mark shall not be used without prior written approval from the Lead Officer.

9. Health & Safety at Work

9.1 The attention of the Contractor is directed particularly to the responsibilities of employers under the Health and Safety at Work Act 1974 (as amended) and Codes of Practice issued by the Health and Safety Executive.

9.2 The Contractor shall at all times be responsible for ensuring safe systems of work, suitable and safe equipment and a safe working environment for all operations coming under the scope of this Contract or any associated operations in order to protect the health and safety of the Contractor and all persons who may be employed by him and all persons employed by DNPA or working in a paid or unpaid capacity for DNPA or working with DNPA and all other persons including members of the public. The contractor will be expected to conduct all necessary risk assessments.

10. Insurance and Indemnity

The Contractor shall indemnify and keep indemnified DNPA from and against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury or death of any person whomsoever arising out of or in the course of or caused by the execution of this Contract, and from and against any action, claims, demands, damages, loss, costs or expenses whatsoever and howsoever which may be brought against DNPA or which DNPA may be called upon to pay arising out of or in connection with work carried out under the Contract unless caused by the negligence of DNPA or its employees.

11. Data Protection Act 1998

The Contractor shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify DNPA against all actions, costs, expenses, claims, proceedings and demands which may be brought against DNPA for breach of statutory duty under the Act which arises from the use, disclosure, transfer or other processing of personal data by the Contractor or any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor).

12. Variation of Contract

This Contract and its provisions shall only be capable of amendment by a written agreement signed by the Contractor and DNPA.

13. Assignment or Sub-Contracting

The Contractor shall not assign, sub-rogate or transfer the Contract or any part or parts thereof to any other person, firm or company, except with the prior written consent of DNPA.



14. Termination

14.1 This Contract may be terminated without cause by either party giving to the other not less than twenty-eight days notice in writing of their intention to terminate the Contract.

14.2 DNPA reserves the right to terminate the Contract forthwith if it considers that the Contractor is in breach of obligations under the Contract or that terms and conditions of the Contract are not being performed in a proper and businesslike manner or to the true intent and meaning of the same

14.3 The termination of this Contract shall have no effect upon the accrued legal rights and obligations under this Contract between the parties.

AS WITNESS the hands of the said parties:

<i>For</i>	<u>Dartmoor National Park Authority</u>		<u>Chrissy Mason</u>
<i>Signed</i>	<u></u>	<i>Signed</i>	<u></u>
<i>Name</i>	<u>N. BALDOCK</u>		<u>C. MASON</u>
<i>Position</i>	<u>SENIOR EROSIONIST</u>		<u>Solo contractor.</u>

Dartmoor National Park Authority



Vegetation monitoring of transects at mires restoration sites North Dartmoor, Devon

Invitation to Quote

1. Introduction

Blanket bog restoration work has previously been carried out at Winney's Down, Flat Tor Pan and Blackabrook Head (see attached maps). Pre-restoration vegetation monitoring has occurred at these sites, with some post-restoration monitoring also being carried out at the first two. During August and September 2015, repeated vegetation monitoring of the transects at these sites is required. The methodology for each site is established and indicated in the attached document. The sites are in remote locations on the north moor, with one of them in a military firing range.

You are invited to provide:

- A fixed price quotation for vegetation monitoring of all transects at the three sites in accordance with the methodologies (appendices 1 and 2), site maps (appendices 3, 4 and 5) and recording sheets (appendix 6, 7 and 8)

2. Specification

a) Sites

Winney's Down 1 - approximately OSGR SX616827. Access on foot either from the Forestry Commission plantation at Fernworthy and across about 2 km of open moorland, or across about 4 km across moorland from Postbridge.

Flat Tor Pan – approximately OSGR SX 613812. Access on foot across about 4.5km of moorland from Postbridge.

Blackabrook Head – approximately OSGR SX 580778. Access on foot across about 1km of moorland from Holming Beam.

b) Timing

All fieldwork must be completed between **1 August and 30 September 2015**. Time will be of the essence in this contract.

c) Reporting

Completed recording sheets for all transects must be sent to Norman Baldock in digital format by 30th November.

3. Other considerations

Contractors are welcome to contact the Responsible Officer, Norman Baldock on site to discuss these works. Please contact Norman on 01626 831055 or nbaldock@dartmoor.gov.uk to arrange an appointment.

4. Submission of Quotation

Quotations must be submitted together with supporting information either (a) electronically to tenders@dartmoor.gov.uk (max file size 6MB) with an email subject line **CONFIDENTIAL 056**; or (b) in writing by post or hand delivery addressed to The Head of Legal and Democratic Services, Dartmoor National Park Authority, Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ in an envelope clearly marked **CONFIDENTIAL 056**, no later than **12.00 noon on Friday 24 July 2015**.

Quotations **must** include:

- (1) A fixed price cost for the proposed works
- (2) Details of previous experience in completing similar monitoring contracts on comparable upland habitats.

Please note that any Quotation which does not comply strictly with these requirements is likely to be disqualified.

5. Selection of Contractor

The contract will be awarded on the basis of confidence in the contractor achieving a high standard of work, completing the works on time and delivering good value for money. Selection will be based on both value for money and proven experience in delivering similar contracts based on the following:

Criteria	Score	Weighting
Evidence of proven ability of personnel who will be on site to carry out similar vegetation monitoring work and to meet contractual deadlines	1-5	1
Evidence of proven ability of personnel who will be on site to carry out monitoring in remote locations and use of differential GPS to locate transect pegs	1-5	1
Value for money	1-10	1
Total: (out of 20)		

DNPA reserves the right to contact potential contractors to ask questions of clarification (if necessary) prior to an appointment being made.

Please note that any costs incurred in preparing a proposal & quotation are entirely at your own risk. DNPA reserves the right not to make any appointment and not to accept the lowest quotation.

6. Legal Compliance

The successful contractor will be asked to enter into a formal contract. This contract will appoint the contractor as the Principal Designer for the project and the works in accordance with the Construction (Design & Management) Regulations 2015 and shall require the contractor to ensure that the duties and responsibilities of the Principal Designer under the Regulations are at all times fully and effectively carried out. The contractor will also be responsible for ensuring that the requirements of the Work at Height Regulations 2007 (as amended) and all other Health & Safety Regulations and requirements are fully and effectively satisfied at all times. The contractor will be required to provide a full method statement and written risk assessment, together with copies of public liability (and employers liability) insurance as appropriate.

7. Freedom of Information

Information relating to any contract or procurement exercise to which the Authority is a party, including information about price and performance, is covered by the Freedom of Information Act 2000 (the Act). The Authority is under a legal obligation to disclose such information if requested unless an exemption under the Act applies. Any person submitting a Tender or entering into a contract with the Authority should, as part of the contract process, inform the Authority of any information which it regards as being confidential and/or eligible for a claim for exemption from disclosure by the Authority under the Act. The final decision as to what information can be disclosed rests with the Authority.

8. Clarification and Queries

If clarification is required on any issue within this Invitation to Quote, questions should be directed to:

Norman Baldock, Senior Ecologist

nbaldock@dartmoor.gov.uk

Christopher Walledge, Head of Legal & Democratic Services

cwalledge@dartmoor.gov.uk

who are the authorised persons for the purposes of this Contract.

Vegetation monitoring of transects north Dartmoor, Devon

Quotation for monitoring work

Chrissy Mason

21 July 2015

Chrissy Mason

Old Chapel, Hennock, Bovey Tracey, NEWTON ABBOT. TQ13 9QG

01626 833468

Chrissymason.com@gmail.com

Chrissy Mason

The monitoring work would be carried out by Chrissy Mason who is based within Dartmoor National Park and is a qualified ecologist with a background in habitat and species survey, monitoring and management. Survey methodologies used include Extended Phase 1 habitat survey, NVC vegetation survey and habitat monitoring and assessment.

Professional Membership

Chrissy Mason is full member of the Chartered Institute of Ecology and Environmental Management (MCIEEM).

Insurance

Public Liability Insurance 2015/16 £5 million

Professional Indemnity Insurance £500,000

Experience of Blanket bog work

Chrissy Mason has undertaken survey and monitoring work in both lowland and upland locations across southern England including Devon and Dartmoor. The majority of Chrissy's previous vegetation monitoring work is within dry grasslands, wet valleys, woodland and scrub habitats. She is familiar with the Blanket bog restoration sites on north Dartmoor and has on occasion assisted with fieldwork at Winney's Down restoration area.

DGPS experience

Chrissy Mason has previous experience of handheld GPS use during protected species surveys. Chrissy is currently using a DGPS Mobile Mapper CX to map and locate non-native invasive plant species in wet valley locations on Dartmoor and has received training in data capture, handling and mapping.

Monitoring specification and schedule

The work includes the monitoring fixed transects and quadrats at three blanket bog sites on north Dartmoor between 1st August and no later than 30th September 2015. The three sites include

- Blackabrook Head (13 quadrats)
- Winney's Down (257 quadrats on 15 transects)
- Flat Tor Pan (77 quadrats on 5 transects)

Methods

Sites will be accessed via foot. Transects will be located using data supplied by DNPA using DGPS. The specified method for each site will be followed in accordance with previous surveys.

Christine Mason BSc (Hons) MSc

Old Chapel, Hennock, Bovey Tracey, Newton Abbot, TQ13 9QG. T: (01626) 833468

Email: chrissymason.com@gmail.com

QUALIFICATIONS

- MSc Ecological Impact Assessment (pass with distinction) (2012)
- BSc (Hons) Environmental Studies 2:1 (Institute of Leisure and Amenity Management Prize)
- Full member of Chartered Institute of Ecology and Environmental Management (MCIEEM)

CAREER

- Dartmoor National Park Authority (Moor than meets the eye Landscape partnership Community Ecologist) 2015-date
- Dartmoor National Park Authority (Ecologist – Maternity Cover) 2014-2015
- Masons Consulting 2012-2014
- Christine Mason – Ecologist (freelance) 2007-2012
- Dartmoor National Park Authority (Tourism and Transport Officer) 2000-2006
- Hertfordshire Countryside Management Service (Projects Officer) 1996-2000
- Hertfordshire Countryside Management Service (Countryside Ranger) 1994-1996
- Parc des Volcans d’Auvergne, (Ecology technician) 1993
- Insitute of Terrestrial Ecology (Assistant Scientific Officer) 1992-3

EXAMPLE PROJECTS

- **Non-native invasive species monitoring, Dartmoor National Park**
- **County Wildlife Site monitoring, Dartmoor National Park**
- **Management agreement site annual monitoring, Dartmoor National Park**
- ***Dainthus armeria* monitoring and management, Dartmoor National Park**
- **Layne Fields, Christow Phase 1 habitat survey, protected species survey work, mitigation strategy and Code for Sustainable Homes assessment**
- **Royal Marine Site, Plymouth Biodiversity mitigation and enhancement strategy Week Farm, Bath ecological appraisals Probus Farm Stud, Exeter Preliminary ecological appraisal**
- **Dunraven Drive, Plymouth Preliminary ecological appraisal**
- **Green Ecology Ltd Extended Phase 1 Habitat Surveys**
- **Beadonbrook Ltd Extended Phase 1 Habitat Surveys**
- **Devon Parish Biodiversity Audits Chudleigh, Strete, West Down, Great Torrington, Shirwell and Slapton**
- **Monken Hadley Common, Barnet Vegetation Survey**
- **St Albans District Woodland Survey**
- **Castor Hanglands National Nature Reserve, Peterborough monitoring of permanent scrub management trial plots**
- **St. Catherine’s Hill, Hampshire pre-restoration monitoring of chalk downland grassland**
- ***Juniperus communis* monitoring, Porton Down, Wiltshire**

Vegetation monitoring of transects, north Dartmoor, Devon

Appendix 1 – Vegetation methodologies

Blackabrook Head

15 1x1m quadrats were originally indicated with marker pegs, numbered 1-15. These were located randomly in the restoration area and can be located using the GPS. Record each quadrat in sequence on the sheet. Take a photograph when finished. The quadrat should be positioned so that the peg is in the north-west corner. Check previous photo to ensure the quadrat is accurately positioned.

Each species in the quadrat should be given a percentage cover score. It is assumed that some vegetation (eg molinia) will grow over other vegetation (eg mosses) so the total cover may add up to >100%. Where a species is present but considered <1% it should be recorded as a tick. Record bare ground and standing water similarly as a % score.

NB

Since 2008 when monitoring was set up, some pegs have become lost. At 2011, pegs 9, 14 & 15 were not found.

Monitoring in 2015 requires 13 quadrats to be completed using the above methodology at this site.

Winney's Down (Area 1) and Flat Tor Pan (restored area only)

Locate transect end pegs using DGPS. Check the direction in which the transect was originally survey. It may not be a->b. Fix the tape measure at the end you are starting from and extend to the other peg, keeping it as straight as possible. Fix to the other end.

Undertaking the survey

Each transect requires 1 survey form which can record up to 22 quadrats. The quadrat is sampled in 1m² quadrats in succession along the line of the transect.

All vegetation species within the quadrat are record and given a % cover 'band score.' Bands are as follows.

<5% = band 1; 6-10% = band 2; 11-25% = band 3; 26-50% = band 4; >51% = band 5. Band %s are printed at the top of the survey form.

These are percentage cover scores and vegetation may overlap (eg grass and moss may occupy different canopy levels within the same area) so that the total cover can be more than 100%. Record % of bare ground wherever it is un-vegetated, even if it is covered with water.

Complete the standard information, eg. Date, surveyor, site and transect number.

When quadrat 1 is completed, turn the quadrat over so that quadrat 2 is precisely adjacent to quadrat 1. Continue survey to the end of the quadrat. Undertake a final quadrat where the distance between the final whole quadrat is $>50\text{cm}$. Survey the whole quadrat overlapping the peg. Where it is $<50\text{cm}$ do not survey a further quadrat.

Monitoring in 2015 requires 257 quadrats on 15 transects at Winney's Down and 77 quadrats on 5 transects at Flat Tor Pan to be completed using the above methodology.



Key

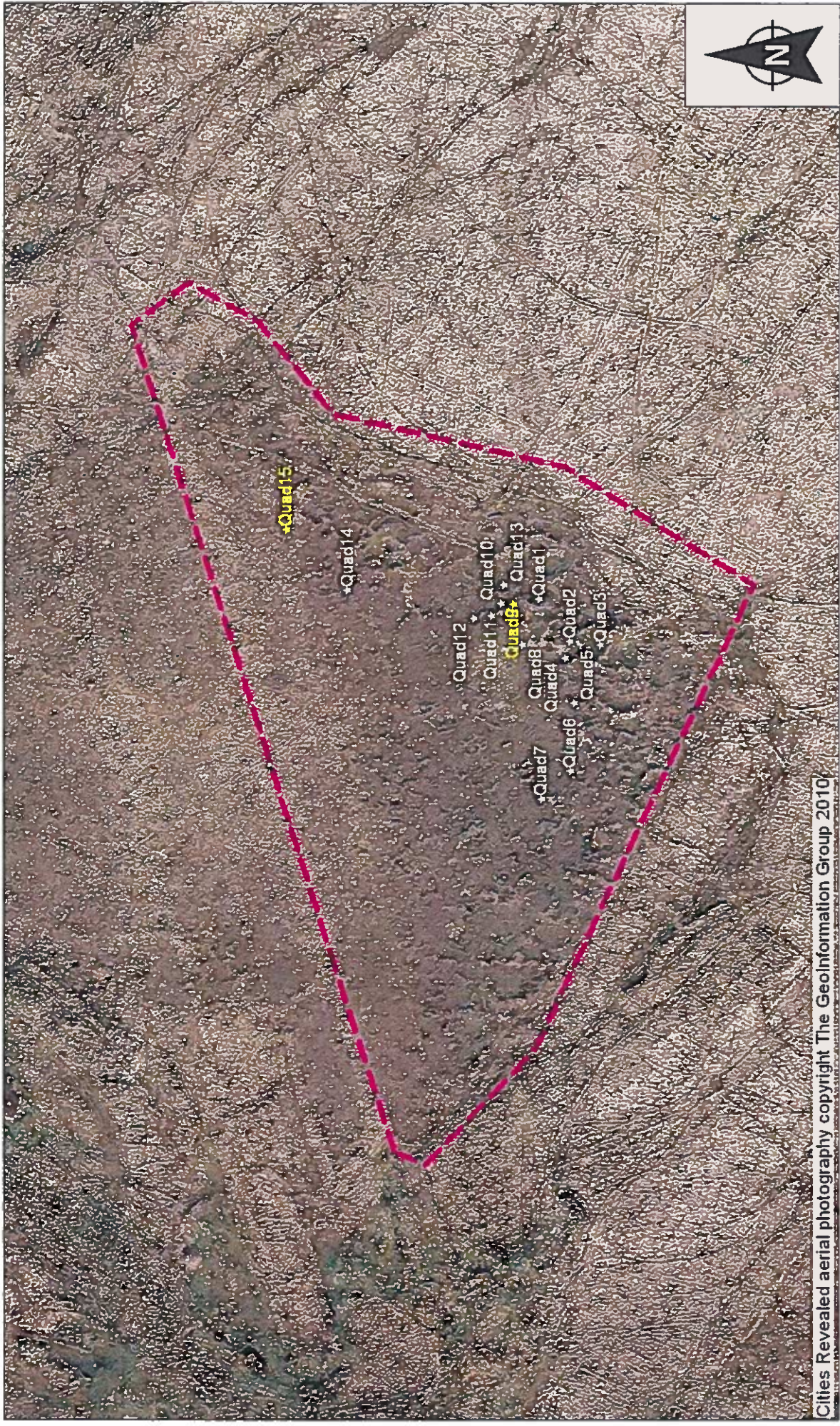
-  Restoration area
-  Quadrat location
-  Lost quadrat location



Dartmoor National Park Authority

Blackabrook Head

Scale 1:1250 Compiled by shardy on 21 November 2013



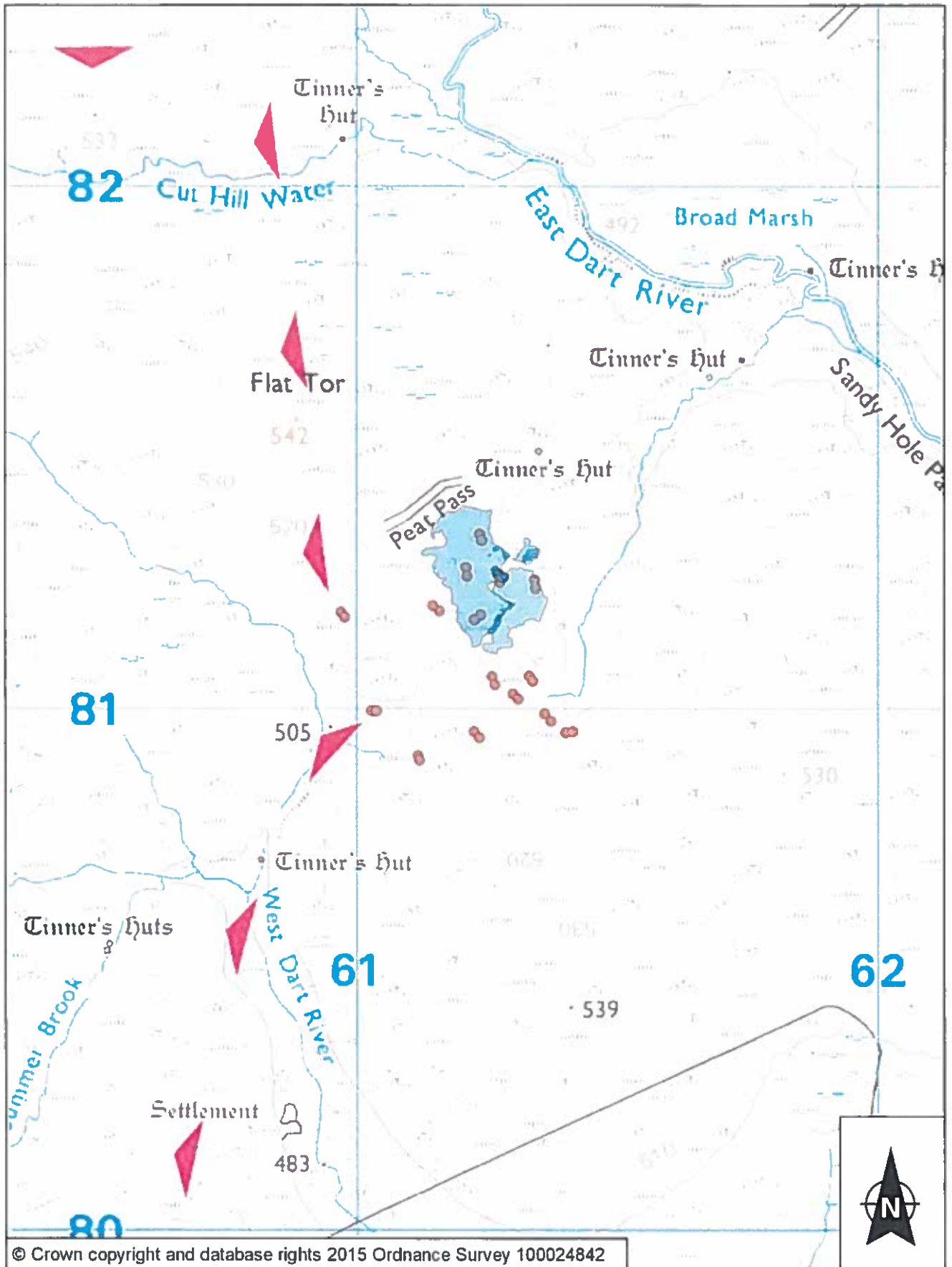
Dartmoor National Park Authority

Flat Tor Pan, Vegetation Transects. Blue are restored



Scale 1:10,000

Compiled by nbaldock on 9/6/2015



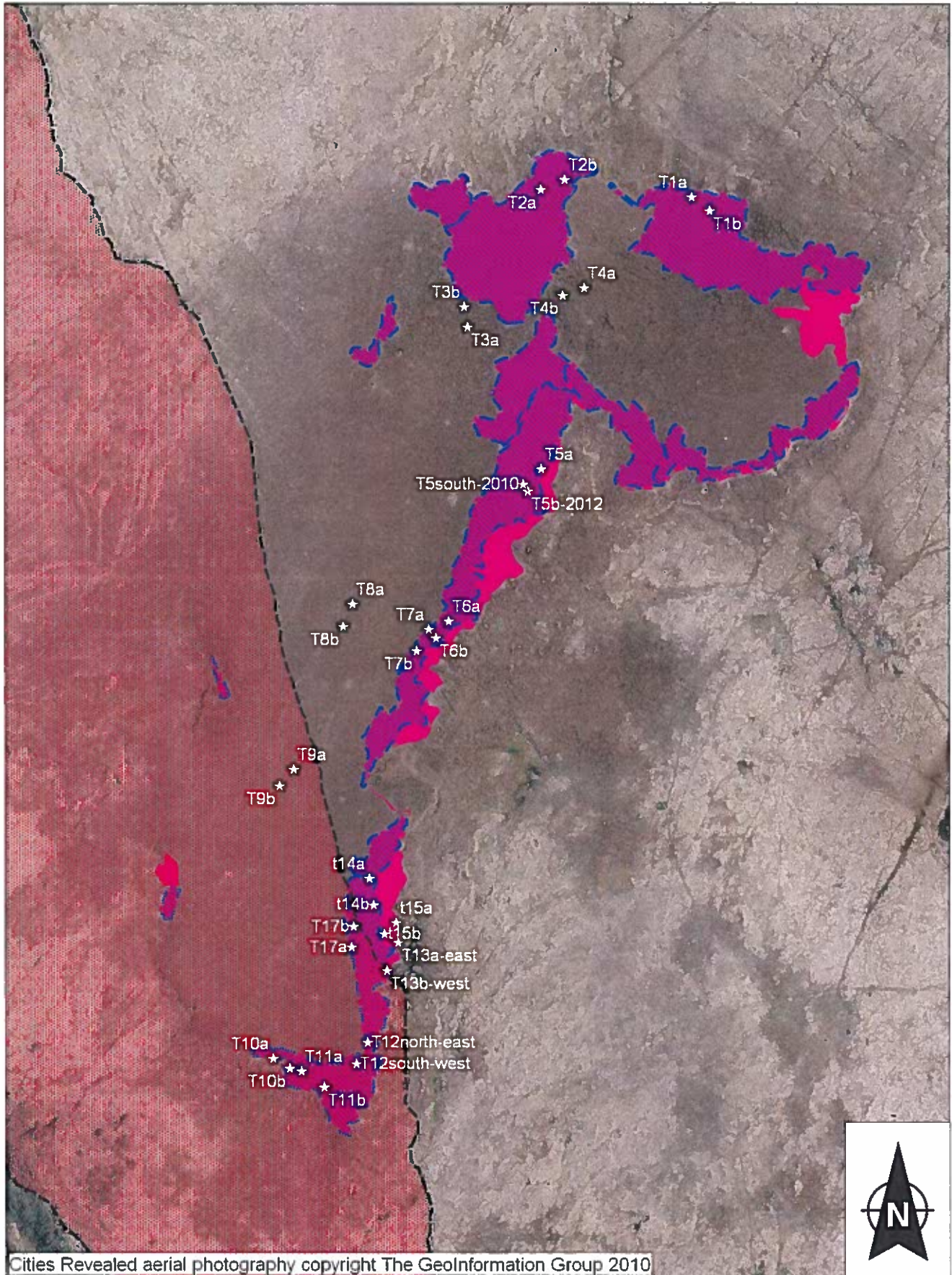
Dartmoor National Park Authority

Winney's Down Area 1

Transect Locations

Scale 1:3784 Compiled by shardy on 8 May 2013

-  Blocked area 2011
-  Blocked area 2011-12 combined
-  2011 fire
-  Transect peg locations



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