Clarifications to Bidder’s Questions:

Holton Heath Contaminated Land Risk assessment

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| 1 | Please would you be able to provide further information regarding the existing wall? | Below is a photograph of the top surface of the wall; reed bed of the Wareham Channel beyond and photo taken standing on the cinder capping surface of the dump. A second photo shows the cinder surface where it rises slightly several metres in from the sea wall.The sea wall itself appears to be constructed from various rubble and debris as opposed to specifically engineered materials, possibly sourced from the decommissioning of the Cordite Factory. It rises perhaps a couple of metres from the water level, retaining elements of the sea dump at the same height, before the dump itself slopes upwards to a maximum elevation of approximately 5.5 to 6.0mOD. Lidar modelling suggests that the present day highest astro tide of 1.2mOD and the present day 1in200 year extreme tide level (1.93mOD) outflank the seawall at numerous points, allowing seawater to flood around the area of waste. Under climate change we would expect this to occur on an ever-increasing basis on lower order events, with the 1in200 yr tide in 2120 around 2.69mOD. This all means we need to question any role of the sea wall in its current state going forward. |
| 2 | It would be helpful to know the volume and detail of the previous/historic assessments/reports/ documentation about this site that would require review under the contract so we can accurately allocate time and resources to this crucial element. Is any of this available at this stage of the tendering process to support the accuracy of our submission? | Due to Sensitivity of the documents they unfortunately cannot be made available during the Tender process. However, below is a brief summary of the main documentation on file:A. Reports commissioned by the Environment Agency & Purbeck District Council in 2004 consisting of 3 parts in accordance with paragraph B.20 of the Statutory Guidance – DETR Circular 02/2000 Environmental Protection Act (1990):a) B.20(a) Environment Agency - Biological Impact Study on the Potential Ecosystem Receptors of the Poole Harbour SSSI/SPA – 22 pages.i. Identified 26 PPLs (Potential Pollutant Linkages) related to the Sea Dump site (an additional 18 on the Northern reserve).b) B.20(b) BAE Systems Inspection – 72 pages, plus Appendices extending to 159 pages total, but including a Summary of B.20(a). Inspections included:i. 27 soil samples from the Sea Dump site, plus 3 from within exposed ‘drums’ on site.ii. 1 water body sediment sampleiii. 2 static air monitoring stations for asbestos monitoringc) B.20(c) BAE Systems Inspection – 57 pages, plus Appendices extending to 267 pages total. Inspections included:i. 7 trial pits.ii. 8 cable percussive boreholes.iii. Groundwater monitoring wells installed in each of the above boreholes.iv. Soil sampling.v. Groundwater sampling.vi. Surface water sampling.vii. Permeability testing.viii. Topographical survey.ix. Radiological monitoring.B. 2 pieces of correspondence from NE Protected Sites an NE Marine Specialist contesting some of the conclusions of the above reports.C. 1 piece of correspondence and associated imagery detailing Lidar data and 2 plotted contours for the site: the present day HAT (highest astro tide), and the present day 1in200 year extreme tide level. D. There is likely to be some additional material, the relevance of which is envisioned to become clear in the process of review. For example, there is a prior Access report but it is primarily concerned with the northern Reserve, and there is a Heritage Report for the Scheduled Monument, though if not already listed, it is expected that these are of limited relevance to the Sea Dump and surrounding site subject to this contract. |
| 3 | We cannot find reference to required insurance levels in the paperwork. Could you advise on any insurance cover required so we can evidence this to you as part of our submission? | For now, it will be sufficient to evidence your current Employers’ and public liability insurance as standard (and as applicable, contractual all risks, professional indemnity, product liability etc.). |
| 4 | Would it be possible for Natural England to share an exact redline boundary plan for the area under consideration? We note that a partial drawing shows the boundary of National Nature Reserve and the 'sea dump', could Natural England clarify that the 'Sea Dump' is the extent of the required investigation? or provide a specific redline plan for the site. | The Sea Dump is the primary extent of contamination under consideration and the primary focus of this contract, as defined in the map provided. However, there are likely to be risks and impacts on areas outside of the boundaries of both the Sea Dump and the NNR, as well as other external factors influencing the Sea Dump and its effect (if any) on the surrounding environment. For these reasons the contract is likely to need to consider a wider area than just the Sea Dump or the NNR boundaries. Part of this contract is to identify those wider risks and their significance as per point 8 of the RFQ. |
| 5 | With reference to the Part IIA determination, as contaminated land investigation is typically undertaken on a phased approach it may not be possible to provide a fully informed determination at the desk study stage. Would Natural England be willing to accept a preliminary recommendation on determination which is subject to unknowns / uncertainties which may require further investigation to resolve? | Please see RFQ point 2. The intention is to get as far along as possible within this contract window in determining the Contaminated Land status of the Sea Dump, as there is no guarantee of future funding. With the data already available it is anticipated additional sampling and intrusive investigations are likely to be limited in extent and possibly may be contracted in-year as identified as necessary and subject to budget availability. With that in mind, a preliminary recommendation may be all that is feasible, but it is not desirable. |
| 6 | We note that there is previous information for the site that will require review. It will be difficult to provide an accurate price for this without some indication of the amount of information to review. Would Natural England be able to share the number and type of available contaminated land related reports for the site to aid in pricing for this element? Or provide a fixed hours estimate to price against? | 3. Due to Sensitivity of the documents, they unfortunately cannot be made available during the Tender process. However, below is a brief summary of the main documentation on file:a. Reports commissioned by the Environment Agency & Purbeck District Council in 2004 consisting of 3 parts in accordance with paragraph B.20 of the Statutory Guidance – DETR Circular 02/2000 Environmental Protection Act (1990):i. B.20(a) Environment Agency - Biological Impact Study on the Potential Ecosystem Receptors of the Poole Harbour SSSI/SPA – 22 pages.1. Identified 26 PPLs (Potential Pollutant Linkages) related to the Sea Dump site (an additional 18 on the Northern reserve).ii. B.20(b) BAE Systems Inspection – 72 pages, plus Appendices extending to 159 pages total, but including a Summary of B.20(a). Inspections included:1. 27 soil samples from the Sea Dump site, plus 3 from within exposed ‘drums’ on site.2. 1 water body sediment sample3. 2 static air monitoring stations for asbestos monitoringiii. B.20(c) BAE Systems Inspection – 57 pages, plus Appendices extending to 267 pages total. Inspections included:1. 7 trial pits.2. 8 cable percussive boreholes.3. Groundwater monitoring wells installed in each of the above boreholes.4. Soil sampling.5. Groundwater sampling.6. Surface water sampling.7. Permeability testing.8. Topographical survey.9. Radiological monitoring.b. 2 pieces of correspondence from NE Protected Sites an NE Marine Specialist contesting some of the conclusions of the above reports.c. 1 piece of correspondence and associated imagery detailing Lidar data and 2 plotted contours for the site: the present day HAT (highest astro tide), and the present day 1in200 year extreme tide level. d. There is likely to be some additional material, the relevance of which is envisioned to become clear in the process of review. For example, there is a prior Access report but it is primarily concerned with the northern Reserve, and there is a Heritage Report for the Scheduled Monument, though if not already listed, it is expected that these are of limited relevance to the Sea Dump and surrounding site subject to this contract. |
| 7 | With reference to the terms and conditions, £5million liability for each and every claim does not seem to be proportionate to the size and scope of the project. Could this be lowered to a more agreeable level to enable bidding? | We are not able to enter into negotiation on these matters. The T&Cs are fixed. |
| 8 | The terms and conditions reference the novation and re-assignment to any other relevant party as required by Natural England. As this project is predominantly desk based research and preliminary surveys would Natural England consider removing this requirement? | We are not able to enter into negotiation on these matters. The T&Cs are fixed. |
| 9 | Would Natural England be able to provide confirmation that no intrusive investigations are anticipated at this stage?  Though it is understood that other relevant surveys may be required. | Regarding you second question, I can confirm that no intrusive investigations are anticipated at this stage, although if the contractor feels strongly that other surveys are required to be able to make a proper assessment and fulfil the terms of the report, then these can be proposed as referred to in Point 3 in the specification:1. Any additional bolt-on survey and sampling contracts/costs will be at the discretion of Natural England and must be agreed in writing prior to being undertaken.
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| 10 | Can suggested amendments be made to the T&Cs? | As per the RFQ: the NE T&Cs will be applicable to any contract awarded as a result of this quotation process. The Authority will not accept any changes to these terms and conditions proposed by a supplier.” |

