Clarification Q&A – updated 09/12/2024

1. Please could we request a copy of the following “The Environment Banks plans and hydraulic study report” which is cited in the tender opportunity. These have been requested from The Environment Bank. See plans in appendix and hydraulic report attached.
2. Is there a Outline Business Case we can review? We do not have an OBC for this project as we will be going straight to Full Business Case.
3. Can you share the baseline hydraulic modelling / hydrology (if completed) for the Bessy Brook? This task has been removed from the scope, but we can share the model on award if needed. There is an existing hydraulic model, built using Flood Modeller - TUFLOW (4.6 TUFLOW 2020) available for the study area
4. How much notice do you need to arrange a site visit? Or will you host a joint visit for all interested parties? I am hosting a site visit on 22nd November. If you cannot attend this, please allow me a week to arrange the site visits.
5. Has any concept or outline design drawings already been complete for the Offline storage or earthen bunds? No design drawings exist for the sites.
6. Has any hydraulic modelling been complete on the scheme? Is there a requirement for this given NFM risk downstream? There is an existing hydraulic model, built using Flood Modeller - TUFLOW (4.6 TUFLOW 2020) available for Bessy Brook, but NFM measures have not been run through this model. We have been advised that modelling is not required, however, I appreciate the benefits it adds for siting and specifying NFM measures.
   * What level of NFM quantification of benefit is required? We are only required to estimate storage provided by the NFM measures for the FBC and area coverage of NFM features. The benefits are being assessed centrally by the NFM programme team.
7. Has any ecological survey’s already been complete? No, but are likely to commission this in the near future.
8. Any further specification on the deliverables required in the Environment Action Plan? BNG is mentioned but not required in this scope? BNG has only been mentioned in that one of the NFM opportunity sites is being managed by another org for BNG credits. The EAP will be the standard environmental risk management log for pre/during/post construction risks.
9. Has any ground investigation work been undertaken for the excavation sites? No, the risk for this is likely to be taken forward to the construction stage. However, we can review during the design stage.
10. We cannot complete a detailed design in 10 weeks following CDM due diligence. Would the EA accept a proposal for the following?
    * Outline Design by 14/03/2025 including: This would need completing by 28th Feb.
      + Topographic surveys
      + Construction cost estimate
      + CDM Design Risk Assessment including buried services search.
      + Hazard Maps
      + Environment Action Plan
    * Detailed Design by 30/05/2025 – This is acceptable, although earlier submissions are preferred.
      + EA Carbon Calculator
      + Detailed Design drawings
      + Materials Management Plan
      + Material specification
      + Site Waste Management Plan
      + Buildability Statement
      + Pre-construction information pack
      + Construction Contract Scope/Schedules of work/Bills of Quantities
11. Firstly, the completion dates set for the deliverables, do these dates allow for any flexibly due to weather risk and time for any QA checks and approval procedures? Understandably this flexibility would not extend to the final deadline of 14/03/2025. The sub task deadlines can be tweaked slightly, though we will require a construction cost estimate and outline design by 28th February
12. Are you able to provide us with the literature for the Carbon Calculator (LIT 14284 - Whole Life (Construction) Carbon Planning Tool) you mention on your list of requirements? This has been uploaded to the Contract Finder Portal
13. And finally, do you have a budget value you like us to work to? I cannot provide a specific budget value as this will be assessed as part of the tender assessment, however, based on the route to market, you can assume a budget in the range of £20,000 to £50,000.
14. Topographical surveys can increase project costs considerably. They are also challenging to scope at price at this stage. Can an indicative cost be provided at the bidding stage? Also, are other forms of topographic assessment allowable? We will accept indicative costs for topographic surveys. Following contract award, we will undertake a joint site visit to scope out areas for topographic surveys and also discuss other options that may be suitable such as use of drones or LiDAR data. The Specification within the Request for Quote document has been updated.
15. Do you require rates and hours or lump sum for each item? Please provide rates and hours
16. Please can you confirm if a cost for the topographic survey is to be left into the overall tendered cost or included separately? The costs for topographic surveys should be included separately.
17. We note the restrictions on our liability cap at Clause 13. As this goes against our internal governance policies, can the Customer please confirm whether only the exclusions strictly required by law would apply under a final agreement form and as typical within the industry? Yes
18. We note invoicing for services occurs following completion of the services (Clause 2.7, Annex 2). As a commercial consideration for the consultant, can the Customer please confirm whether monthly interim invoicing could apply for this project? Monthly, or following each task. We can invoice following sub task completion, or monthly, whatever the contractor prefers.
19. The required PII levels do not appear to be specified for this opportunity. Can the Customer kindly confirm £1M in the aggregate would be acceptable under a final agreement form? I believe this is covered under 13.2? ‘*The aggregate liability of the Contractor in respect of all Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Deliverables, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed £5,000,00’ – See also Q32.*
20. As our role is limited to specifically consultancy services, could the Customer please confirm the goods-related provisions will be removed under a final form of agreement and no fitness for purpose type-obligations will be included? I am unable to amend the standard contract terms, however, the goods related provisions in the contract will not be applicable to this project. We could put something in writing to that extent, if this will be sufficient?
21. In the tender document there is a reference for the Commercial Response Template. Please can you confirm where this is in the documents provided? Apologies, now uploaded to the Contract Finder portal.
22. No ground investigation for the floodplain lowering etc is specified. Would you be happy if we assumed at this stage its not required (for the tender response) but identify to you during project if it is actually required and propose an additional cost if so? Yes, please assume it is not required at this stage.
23. Please can you review and clarify bullet no. 13 on page 14.  Under the CDM regulations it is the Client’s responsibility, assisted by the Principal Designer (PD), to prepare and issue the Pre Construction Information (PCI).  Under the regulations, as designers, we would expect to contribute relevant design information to the Client/PD as the PCI is developed through the design phase, but we would not expect to produce the PCI. Designer to provide deliverables to be incorporated into PCI by others.
24. Bullet 14 on page 14.  Please can you clarify what is meant by a ‘construction contract scope’ and what is required from suppliers.  We would routinely expect any construction contract documents to be prepared by the EA.  If contract document preparation is required please can you confirm that all necessary EA templates and information will be provided. Working drawings, bills of quantities, specifications/schedules of work. We can provide templates.
25. We understand a hydraulic study has been developed for the site. Can you provide any more details of this study - Did this involve hydraulic modelling and would further modelling be required? Please see response to Q6 and 3379\_HA vn D1 (Aug 22) reduced.pdf uploaded to Contracts Finder.
26. Can you provide any calculations, drawings or reports outlining how the proposed NFM measures in Middle Brook have been identified? These have been identified through a review of overland flow routes, fluvial flood mapping, site walkovers and discussions with landowners.
27. Can you provide a list of existing information and surveys that can be provided on Contract Award?

NFM1001 - Lostock - Initial Assessment (Mersey Forest, 2016)

DRAFT - RAF - 002 - Outline Design and Costs (Mersey Forest, 2016) – Regent Park Golf Centre

Service searches

1. Can you confirm if there is a specific flood design standard (in terms of Annual Exceedance Probability) that you are trying to achieve and if this needs to be proven through the design process. There is no aim to achieve a specific standard of protection.
2. Can you provide any further guidance on your expectations relating to the complexity of the design outputs? These will be fairly high level for detailed design. We would require NFM measures to be georeferenced, dimensions of measures, materials (please note that there is an expectation that all materials will be sourced from site or immediate surroundings), tie in details, fixings.
3. Is there a page limit to Q3 and Q4? The page limit on Q3 and Q4 is 1 A4 page each.
4. Can you provide your Commercial Response Template referenced in the Request for Quote document? Apologies, this is now on Contracts Finder.
5. We note the draft order form sets a liability cap of 5x contract value for purposes of clause 13.2. However, clause 13.2 is subject to clause 13.4, which sets a considerably higher limitation of £5m per claim in relation to any indemnity given under the contract. There are several broad indemnities throughout the terms (e.g. see clauses 16.6 and 19.4, as well as paras 2.8, 3.3 and 3.9 in annex 1) and so the actual liability exposure is totally disproportionate given the proposed scope and value. To rectify this, please confirm that a special term may be added to the order form (at row 19) to the effect that “Clause 13.4 in the Standard Conditions (and all references to that clause) shall, for the purposes of this Agreement, be deleted and not applicable”. This would give the parties greater certainty as to the extent of liability. Order form now updated with Special Term 1 in row 19.
6. Is it possible to request a short extension to the 18th Dec for the proposal deadline in order to review any additional information that can be provided? This isn’t possible due to staff leave.

Appendix – Environment Bank plans



