



Environmental Assessment Services Limited

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Denver Commerical LLP
Aspen
Okehurst Lane
Billingshurst
RH14 9HR

PR/FolkesArch/DenverStorage/CRA

11 September 2024

Dear Sir/Madam

DENVER STORAGE, OKEHURST LANE, BILLINGSHURST,
WEST SUSSEX, RH14 9HR

Contamination Risk Assessment

Further to Euan Clark's email of 29 August 2024 and subsequent email and attachments of 3 September 2024, we understand that you would like a quotation for works in relation to Conditions 3, 4 and 5 required under the approved planning consent (DC/22/1458) for the demolition and redevelopment of the above site for storage use.

The Condition contain a number of linked parts which are as follows:

- Pre-Commencement Condition 3 (a) to (c):
 - (a) Preliminary Risk Assessment
 - (b) Intrusive Site Investigation
 - (c) Remediation Scheme / Verification Plan
- Pre-commencement and Pre-occupation Condition 4
 - Soil testing
 - Verification Report – confirmation
- Pre-commencement Condition 5
 - Method Statement for the removal and disposal of asbestos containing materials

We are pleased to provide our proposed scope and costs for works in relation to the above Conditions of Planning:

1. CONDITION 3

1.1 Condition 3 Part (a)

EAS prepared a Preliminary Contamination Risk Assessment (PCRA) for the site in April 2021.

Whilst a number of potential contamination sources (including asbestos containing materials) were identified, no further intrusive site investigation (soil testing and analysis) was recommended at the time.

Formal plans have now been confirmed for the site ('Planning Master Plan' January 2022). In this case, further intrusive site investigation is deemed appropriate due to the inclusion of significant areas of soft-landscaping within the proposed site.

The findings of the PCRA and review of the approved plans should be used to prepare a scope for further investigation, which should be submitted to Horsham District Council (HDC) Environmental Health Officer (EHO) for approval.

1.2 Condition 3 Part (b)

Condition 3 (b) refers to the preparation of a proposed scheme of further investigation based on the findings of the desktop study (completed for item 1a).

A scheme including the number and location of trial pits, soil sampling strategy and analysis suite is to be prepared and submitted to Horsham District Council Environmental Health for their approval/comment.

The following scope of work is proposed. Please note that the Council EHO may wish to add to the scope. We will advise you of this, and any additional costs that will be incurred, following receipt of their feedback.

The scope of work (to be presented to the Council) would comprise:

- i. The excavation of 12 trial pits targeting the proposed soft-landscaping areas within the site to establish and record the condition of the soil present within the site. Trial pit logs/descriptions of the soil encountered are to be recorded.
- ii. Soil samples shall be taken from the upper soil layer, and the underlying natural ground, plus any intermediate layers of concern.
- iii. Analysis of soil samples shall include for common contaminant including (but not limited to) asbestos (presence / absence), heavy metals and metalloids, petroleum hydrocarbons, and polycyclic aromatic hydrocarbons, plus any additional determinants deemed necessary by the Council. Further asbestos quantification may also be required if asbestos is identified to be present within the samples.
- iv. From the results of the analysis, prepare the Contamination Risk Assessment (CRA) report, including the results of the site investigation and soil sample analysis, update of the conceptual model and conclusions, and recommendations for any remediation indicated.

1.3 Condition 3 Part (c)

The full scope of any remediation plan should be based on the findings of the intrusive site investigation and CRA report.

A remediation plan for this site is likely to comprise a strategy for the treatment of soils on site. This is likely to include the retention of soils beneath hard cover (unless significantly contaminated), the removal of any contaminated soils from soft landscaping areas, and the provision of clean soil for landscaping (which may need to be imported).

A budget of likely costs is given in this case.

The treatment of asbestos containing materials i.e. building materials (excluding any soil impacted by asbestos, which will be covered within the remediation plan) is to be addressed separately.

2. CONDITION 4

There are two parts to this condition and, although it is a pre-commencement condition, the timing of works is likely to coincide with ground clearance and preparation works.

Part 1: *'No soils are to be imported or reused within the development site until chemical testing has been completed'*. The first stage of chemical testing will be completed as set out under 1.2 above. Subject to the findings of this testing, further testing may be recommended as part of the redevelopment of the site. The scope of such testing will be set out in the Remediation Plan (see 1.3) above.

Part 2: A verification report detailing the remedial works completed and an update of the Contamination Risk Model based on the 'As Developed' site is required for submission prior to the occupation of the site.

The scope of works required for part 2 will be based on the requirements to be set out within the remediation plan. A budget of likely costs is given in this case.

3. CONDITION 5

Method statement for the safe removal and disposal of asbestos containing materials.

A demolition survey (site visit, material sampling and testing) will be required to identify all asbestos containing materials on site. This should be undertaken by an asbestos consultant. This should then be used to prepare the Method Statement for removal.

EAS do not undertake this work. A separate contractor (asbestos specialist) should be appointed.

4. COSTS

Condition 3 (a): Preliminary Contamination Risk Assessment

Completed. No update proposed. The proposed development scheme will be assessed in the following stages.

Condition 3 (b): Contamination Risk Assessment

- i. Preparation and liaison with HDC regarding the proposed scheme of further investigation..... [REDACTED]
- ii. Site work..... [REDACTED]
- iii. Laboratory analysis (charged at cost).....budget per sample [REDACTED]
(plus £50 per sample for further asbestos quantification, should asbestos be identified within any of the samples)
- iv. Review, reporting and administration..... [REDACTED]

Disbursements:

- a) Travel costs.....(budget) [REDACTED]
[REDACTED]

Condition 3 ©: Remediation Plan

Subject to the findings of the part (b)..... [REDACTED]

Condition 4:

Additional soil testing may be required to inform soil treatment. Further site visits may be required together with additional soil testing and reporting. Budget £360 per site visit, £100 for standard analysis and £260 for WAC testing. The scope of any such work will be set out based on the above.

Verification report..... [REDACTED]

All fees are subject to VAT at 20%

Condition 5: Asbestos

Please contact alternative provider.

5. TERMS

This offer is subject to our standard terms and conditions (see attached). Unless otherwise stated, offers are valid for 6 months from the date of this letter of offer.

Should you wish to accept this offer, please complete and return the Client Acceptance Form provided with this letter. We ask that the bill payer complete and return this form. It is company policy to request **50% of all professional services plus disbursement costs (in full)** prior to commencing projects. Following the completion of the report we will then invoice for the final 50%, mileage expenses and adjustment for laboratory fees and/or equipment hire. Where the project is staged, invoicing will be staged.

The fee does not include for attending any meetings over and above any indicated in the above scope or undertaking further work or providing further information following the submission of our report unless arising out of a deficiency in the provision of our services. Any additional works would be charged at £60/hr for a Consultant and £90/hr for a Senior Consultant plus disbursements + VAT.

We trust that the above is of interest and look forward to hearing from you in due course. Please do not hesitate to contact this office should you have any query regarding this offer.

Yours faithfully

A black rectangular box redacting the signature of the Environmental Consultant.

Environmental Consultant

Enc. Terms and Conditions
Client Acceptance Form

CONDITIONS FOR PROFESSIONAL SERVICES UNDERTAKEN BY ENVIRONMENTAL ASSESSMENT SERVICES LIMITED

The following conditions apply to all professional services (the Services) undertaken by Environmental Assessment Services Ltd (hereinafter referred to as “the Company”) for clients.

1. The Company agrees to provide the Services set out in its offer. The Client agrees to pay the Company's fees and expenses as set out in the Company's offer. The Client agrees to use any advice, drawing or report supplied by the Company only for the purpose for which it was provided.
 2. The Client shall obtain all consents necessary to permit entry of the Company's personnel onto the premises to be visited.
 3. The Client shall supply to the Company without charge and in reasonable time all necessary relevant data and information in the possession of the Client and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.
 4. The Company's obligation is to use reasonable skill and care in the performance of the Services.
 5. The Company grants a licence to the Client to use the information, reports and designs provided by the Company for the purpose intended by this agreement. This licence may be revoked by the Company at any time until all monies due to the Company under this Agreement have been paid in full. The Company retains title and copyright to all such information, reports or designs which shall not be used by the Client for any other purpose.
 6. Unless otherwise stated by the Company in its offer to the Client, the Company's charges shall comprise of (a) a Fee and (b) out-of-pocket Expenses.
 - (a) Fee – This shall be the fixed price stated in the Company's offer or, if no such fee is stated it shall be on a time basis for the Company's staff in accordance with the rates stated in the offer to the Client or otherwise if not so stated at the Company's normal rates. All time, including travelling time, spent in connection with the Services is chargeable.
 - (b) Out-of-pocket Expenses – unless otherwise in the Company's offer, these shall comprise:
 - i. Copying, printing, reproduction and purchase of all documents, drawings, maps, etc. relevant to the Services including for all royalties.
 - ii. Travelling, subsistence, hotel expenses and other similar disbursements.
 - iii. Search fees charged by consultees such as the Environment Agency and Local Authorities for information required as part of the work.
- All the Company's accounts are subject to Value Added Tax at the prevailing rate. Offers by the Company to carry out Services are subject to acceptance within one month unless stated otherwise in the offer.
7. The Company may render accounts at monthly intervals or on the completion of the Services, whichever is sooner. Accounts shall be based on the Company's estimated value of the Services provided up to the date of the account. Where the Services include the preparation of a report and where that report is initially presented in draft, with the final report dependent on the input of the Client or a third party not within the control of the Company, an account for 70% of the fee plus reimbursable disbursements incurred to date will be rendered on presentation of one copy of the draft report and the balance on presentation of the final report. An electronic pdf version of the final report will be provided unless agreed otherwise by the Company.
 8. Notwithstanding the provisions of Clause 7, the Company may require pre-payment by the Client against a pro-forma invoice for any materials or services that are to be purchased by the Company in connection with the provision of the Services. The Company may suspend all or any part of the Services until payment of the full amount of the pro-forma invoice is received or may consider its employment terminated in accordance with Clause 11 if payment of the full amount is not received within the period stated on the invoice or otherwise within 28 days.
 9. This Agreement is between the Company and the Client. The Company may agree to invoice others for the Services at the request of the Client but the Client remains responsible for the payment of all monies due under this Agreement.
 10. All sums due to the Company shall be paid within 28 days of the submission of accounts, or as indicated in our offer. Any sums remaining unpaid at the expiry of the period indicated shall bear interest thereafter; such interest shall accrue from day to day at a rate of 8% per annum above the base rate of Barclays Bank plc. If any item or part of any item of an account is disputed or subject to question, the payment of the remainder of that account shall not be withheld on those grounds and interest shall be paid at the rate aforesaid on such remainder, and also on the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due.
 11. The Client may terminate the Company's employment under this Agreement for any reason on giving seven day's notice in writing. On receipt of such notice, the Company may render an account for the full value of the Services completed to date plus the value of all reasonable costs and liabilities incurred or to be incurred by the Company as a consequence of this termination. This account shall be paid by the Client as set out in Clause 10 of this Agreement.
 12. No person or organisation other than the Client or the Company may enforce a term of this Agreement under the Contract (Third Party Rights) Act 1999.

EAS Ltd 2024

CLIENT ACCEPTANCE FORM

Quotation Reference: PR/FolkesArch/DenverStorage/CRA

Date: 11 September 2024

Should you wish to accept the abovementioned offer, with attached terms and conditions, please complete and return this form.

A) Person Providing Instruction	
Company or Individual Name	
Signature or Typed name required for Instruction	
Date	
B) If acting as a client's agent, please complete the following	
I confirm that the client has vested authority to: (Agent Company) as the client's agent to formally instruct the quoted works.	
Agent Address	
Post Code	
Telephone Number	
Mobile Number	
Email Address	
C) Beneficiary of Report (Name as it should appear in the report)	
D) Invoice Payment details:	
Company or Individual Name	
Contact Name	
Address	
Post Code	
Telephone Number	
Mobile Number	
Email Address	
Purchase Order No.	