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M R EYNON, BSc, MSc, CGeol, EurGeol, FGS, ROGEP Specialist

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Earth Science Partnership

Consulting Engineers | Geologists | Environmental Scientists

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Our Ref: 6283b.02/lt1r1/db/June 2016

Your Ref: n/a

ALUK (UK)

Monday, 13 June 2016

c/o Mr Nick Norbury
MacMullan Associates
Chaddesley House
293 Hagley Road
Stourbridge
DY9 0RJ

BY EMAIL

Dear Nick,

MABEY HOUSE, NEW HOUSE PARK, CHEPSTOW EXPLORATORY GEOENVIRONMENTAL INVESTIGATION

Thank you for your invitation to tender for the above project and we are pleased to provide our quotation.

1.0 Background

We understand that your client is considering occupying/purchasing the site and exploratory works are required in order to classify the geoenvironmental risk posed by the site and provide geotechnical information on the site.

ESP have recently completed a Desk Study for the site and our revised proposal has been updated to include the recommendations provided in our Desk Study.

In line with our discussions our proposed scope of works at present is comprised of:

- Historical Desk Study (recently completed);
- Trial pits across the site (reinstatement with arisings only);
- One rotary cored boreholes;
- Geoenvironmental and geotechnical testing;
- Interpretive reporting.

You have not identified a requirement for soakaway infiltration testing at the site. Should this be required, we have provided an additional rate for a tractor towed bowser to enable this aspect.

... Continued over

EARTH SCIENCE PARTNERSHIP LIMITED
Registered in England & Wales:
No.3056375

Also at:

Taunton
Swansea
Pembrokeshire: St David's
Ireland: Westport

Accreditations:

QMS ISO 9001:2000
H&SMS ISO OHSAS 18001
EMS ISO 14001:2004
SAFEContractor Approved
AGS Full Member Firm
Network Rail Link-Up/RISQS



Association of Geotechnical &
Geoenvironmental Specialists

2.0 Our Quotation

Our quotation detailed to proposed works is attached. Our proposed scope of works is based on the guidelines published by DEFRA/Environment Agency in CLR11, and will be undertaken in general accordance with the following documents:

- BS5930:2015 Code of Practice for Site Investigations;
- BS1377:1990 Methods of Tests for Soils for Civil Engineering Purposes;
- BS10175:2011 Investigation of Potentially Contaminated Sites. Code of Practice;
- DEFRA/Environment Agency. 2004. Model Procedures for the Management of Contaminated Land. CLR11; and
- Welsh Local Government Association/Environment Agency (2012): Development of Land Affected by Contamination: A Guide for Developers.

2.1 Intrusive Investigation

The precise scope of works required for the intrusive investigation stage will depend on the findings of the site reconnaissance visit and desk study/PRA.

We propose to carry out 2no. days of trial pitting, utilising a JCB 3CX excavator (or similar) to assess the near surface ground conditions and to allow collection of samples for geoenvironmental and geotechnical laboratory testing.

We have only included for backfilling of trial pits with arisings and replacement of the grass surface where possible and have not included for full landscaped reinstatement of the site surface. If full formal reinstatement is required this is certainly possible but would comprise a significant additional cost.

Should access restrictions not allow the use of an excavator, the works could be completed with a windowless sample rig and we have provided an alternate rate for this.

We have also allowed for the construction of 1no. rotary cored borehole to a nominal depth of 10m and the installation of a groundwater level monitoring well. We have also allowed for three return groundwater level monitoring visits.

As the depth to bedrock in the local area, varies significantly, we would recommend the trial pits are undertaken first in order to confirm the presence or absence of shallow rock.

2.3 General Items

It is a condition of this quotation that we have sight of all available underground services records prior to commencing the intrusive investigation. We have assumed the services will be provided to us, however, we can obtain them if required and have provided a rate for this item. Notwithstanding the above, it is ESP company policy that each exploratory hole position is scanned using a CAT, this has been allowed for in the attached quotation.

This includes private supply services and ESP cannot be held accountable for strikes on services not identified to us prior to attendance.

2.4 Laboratory Testing

We have included for the analysis of shallow soil samples recovered from the exploratory holes for a standard range of contaminants typically found on brownfield sites in the UK. The laboratory test rates are based on a standard ten working day turnaround. Accelerated turnarounds on the testing are available for a cost surcharge and we have provided a rate for this.

If evidence of the presence of other contaminants is provided by either the desk study or the fieldworks then the aforementioned list of determinands analysed may need to be extended.

The precise scope of geotechnical testing required will depend on the encountered ground conditions and cannot be precisely determined in advance. At this stage, we have provided budget costs for soil classification and sulphate content analyses (in accordance with BRE SD1) on selected samples, which we consider should be sufficient to cover typical testing requirements. If unfavourable ground conditions are encountered and these budget costs turn out to be insufficient we would advise accordingly on completion of the fieldworks.

2.5 Reporting

Our final, combined Phase One and Phase Two interpretative report will include the findings of the desk study, an appraisal of foundation options and pavement design, the feasibility of shallow soakaways, slope instability, ground gas, soil sulphate, etc, and an assessment of risks to human health using Generic Acceptance Criteria (the generic qualitative risk assessment stage of CLR11).

The report will also provide preliminary guidance on the possible remedial options – note this does not constitute the full evaluation of remedial options stage of CLR11, which would be required in due course if significant contamination is identified.

At this stage, we have not allowed for a quantitative assessment of pollution risks to controlled waters; however, if the proposed investigation identifies contaminants in a situation that could impact on controlled waters we would advise of any further actions that we consider necessary.

3.0 Programme

With our present work programme, the site works could be undertaken within two weeks of receipt of a written instruction and services information. Allowing for a ten working day turnaround on the laboratory testing, the final report should be issued within three to four weeks of completing the fieldworks. Our preliminary findings could be provided shortly after completing the fieldworks, if required.

4.0 Access and Reinstatement

We have assumed access is available for a JCB 3CX and a rotary borehole rig, delivered by low loader. We have only included for backfilling of trial pits with arisings and have not included for full landscaped reinstatement of the site surface or removal of spoil. If full formal reinstatement is required this is certainly possible but would comprise a significant additional cost.

5.0 CDM

As the Client, you should be aware of your CDM duties and obligations, which include the disclosure of pre-construction information such as known hazards to health and any available health and safety file. We would be pleased to advise further if required. This proposal has been prepared on the understanding that all pre-construction information has been disclosed to us by the Client.

Based on the anticipated works as described within this proposal, we do not expect our phase of the project to be notifiable in accordance with the CDM Regulations (2015).

Our Accounts Department would require a formal instruction and/or Purchas Order and all work will be undertaken in accordance with our standard Terms of Business.

We trust that the above and attached is clear and provides sufficient information for your present requirements. However, should you have any queries, or require further clarification, please do not hesitate to contact us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'D. Bettosi', with a stylized flourish at the end.

Danilo Bettosi

Enc. ESP 6283b – Bill of Quantities
ESP 6283b – Borehole Breakdown
Terms of Business

MABEY HOUSE, NEW HOUSE PARK
EARTH SCIENCE PARTNERSHIP
EXPLORATORY GEOENVIRONMENTAL INVESTIGATION
Ref: 6283b



A. PROFESSIONAL FEES

A1	Provision of Desk Study (included as part of main report).	Inc.	
A2	Supervision and direction of investigation (2no. days).		560.00
A3	Preparation of exploratory hole record sheets to BS5930.		50.00
A4	Management of geo-environmental laboratory testing.		50.00
A5a	Production of report including hazard assessment and recommendations.		750.00
Sub Total Professional Fees			£1,410.00

B. DISBURSEMENTS

B1a	Provision of excavator for two days @ £350 per day.		700.00
B1b	Provision of hydraulic breaker @ £150 per day.		150.00
B1c	Provision of water bowser for one day @ £380 per day.	Rate	Only
B2a	Geo-environmental Laboratory Testing. Soils 6no. @ £95 per sample. Arsenic, cadmium, total chromium, chromium III, chromium VI, lead, mercury, nickel, selenium, Total cyanide, pH value, Speciated polycyclic aromatic hydrocarbons (PAH) inc. B(a)P, phenol, Asbestos Screen, Organic Content.		570.00
B2b	Speciated TPH (TPHCWG in. BTEX). @ £80 per sample.	Rate	Only
B3	Geotechnical Testing Budget. (To include materials classification & BRE suite testing).	Allow	200.00
B4	Courier to laboratory @ 1no. @ £20 per collection.		Inc.
B5	Mileage @ £0.45 per mile.	Allow	36.00
B6	Cable Avoiding Tool – @ £50.00 per day.		Inc.
B7	Provision of 1no. Rotary cored borehole including monitoring installation and return ground water level monitoring visits.		3311.00
B8	Provision of dynamic cone penetrometer testing. (Allow 0.5 day @ £380 per day - to undertake 6no. positions).		190.00

BUDGET TOTAL FOR EXPLORATORY INVESTIGATION
(excluding VAT) **£6,567.00**

Note: This quotation is re-measurable and subject to the standard Conditions of Contract enclosed with this letter.

EARTH SCIENCE PARTNERSHIP

MABEY HOUSE, CHEPSTOW

Quotation for 1no. rotary cored drillholes to 10m depth

Quotation Ref: 6283b.02

Item	Description	Estimated Quantity	Unit	Rate (excl VAT)	Estimated Cost (excl VAT)
1a	Mobilisation of rig to site	1	sum	£900.00	£900.00
1b	Mobilise water bowser to progress drilling and provide water for flush.	1	sum	£350.00	£350.00
1c	Mobilise dumper for difficult access sites		sum	£140.00	
1d	Mobilise container		sum	£400.00	
1e	Mobilise toilet unit		sum	£120.00	
2a	Maintain hydrant, water bowser etc to progress drilling		week	£195.00	
2b	Maintain dumper on site		week	£125.00	
2c	Maintain storage container (min 4 week hire)		sum	£100.00	
2d	Maintain toilet unit (min 4 week hire)		sum	£190.00	
	Drilling				
3	Operate drilling rig open hole drilling or coring	1	day	£1,000.00	£1,000.00
4	Core liner (coring)	10	lin m	£5.00	£50.00
5	Provide core boxes (to be retained by ESP at end of project)	3	nr	£45.00	£135.00
6	Backfill drillholes with cement/arisings		lin m	£10.00	
	Wells				
7a	Install groundwater/gas monitoring well, c/w seals and filter material	10	lin m	£25.00	£250.00
7b	Filter sock within response zone	10	lin m	£4.00	£40.00
7c	Bentonite seal below response zone	1	lin m	£18.00	£18.00
7d	Gas valve	1	nr	£18.00	£18.00
7e	Flush cover	1	lin m	£75.00	£75.00
	Miscellaneous				
8	Site security (where applicable).	rate only	12 hr shift	£185.00	rate only
9	Groundwater level monitoring visits	3	nr	£125.00	£375.00
10	Logging of samples and production of record sheets	10	m	£10.00	£100.00

Estimated total cost (excluding VAT): **£3,311.00**

Note: This quotation is based on our current estimate of the scope of works required, and is subject to re-measurement on completion.

Terms of Business

1. Definitions

"Offer" means the offer letter(s) and all of its appendices and/or attachments (if any) issued by ESP to the Client.

"Agreement" means the Offer and these Terms of Business 'and the Client's acceptance thereof'.

"Client" means the person to whom ESP sends the Offer provided that where such person acts as an agent, the Client shall be the principal.

"ESP" means Earth Science Partnership Ltd (Company No 3056375).

"Services" means all the work and services (including advice provided whether or not in writing) carried out or to be carried out for the Client by ESP.

2. Performance

2.1. ESP shall exercise reasonable skill care and diligence in performing the Services.

2.2. ESP shall use reasonable endeavours to perform the Services to the programme, if any, set out in the Agreement but shall not be liable if it is unable to perform the Services as a result of any cause beyond its reasonable control.

3. Payment

3.1. Advance payment: The Services as detailed in the Offer shall be paid for in part and including any VAT due prior to ESP executing the Services or allocating resources to the project. The value of the part payment shall be 50% of the total detailed in the Offer and an invoice shall be raised/issued.

3.2. Where ESP's invoices are issued (*for example*: for the remaining balance of the fee for the Services or for additional works) they shall become due for payment on the date of their submission and the final date for payment shall be 28 days thereafter.

3.3. No later than 5 days after ESP's invoice becomes due for payment, the Client shall give ESP a notice (a "Payment Notice") specifying the sum the Client considers to have been due at the payment due date and the basis on which that sum is calculated. Unless the Client has served a notice under Clause 3.5, it shall pay ESP the sum referred to in the Payment Notice or, if the Client did not issue a Payment Notice, the sum referred to in ESP's invoice (the "Notified Sum") on or before the final date for payment of each invoice.

3.4. If the Client intends to pay less than the Notified Sum, the Client shall notify ESP not later than 14 days before the final date for payment of the amount it considers to be due and the basis on which that sum is calculated.

3.5. In the event of late payment, the Client shall pay interest at the statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2013. The Client shall pay all debt collection fees (including legal fees) and costs whatsoever incurred by ESP in collecting the fees. All sums due under the Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Client to ESP at the rate and in the manner prescribed by law.

3.6. The form of reimbursement for Services is stated in the Offer. Where these include remeasurable or provisional items the amounts related to these shall be subject to change.

4. Intellectual Property and Confidentiality

4.1. The copyright in all drawings reports and other documents (including material in electronic form) prepared by ESP in the performance of the Agreement shall remain vested in ESP.

4.2. The Client shall have a licence to copy and use only the final drawings and other documents provided by ESP, and only for the purposes and for the same project for which they were prepared or compiled. ESP shall not be liable for the use of such drawings or documents other than for the purposes for which they were provided. On giving not less than seven days written notice, ESP may revoke this licence if the Client fails to pay in accordance with the Agreement any fees or other amounts due under the Agreement.

4.3. The Client shall not without ESP's prior written agreement provide to any third party or publish on any website the whole or any part of any drawing, report or other document prepared by ESP in the performance of this Agreement, nor use the Earth Science Partnership name and logo.

4.4. Unless otherwise instructed, ESP may reproduce for reasonable publicity purposes any photographs taken and drawings prepared by it in the performance of the Services. The Client will consult with ESP when issuing publicity which concerns the Services. ESP shall not use any information that the Client has stated in writing to be confidential.

4.5. Unless otherwise instructed a copy of any factual site investigation data gathered as part of the Services may be forwarded to the British Geological Survey National Geoscience Databank.

4.6. The Client and ESP will treat the details of the Agreement as private and confidential.

5. ESP's Liability

5.1. Notwithstanding anything to the contrary in this Agreement the total liability of ESP (other than for personal injury or death resulting from negligence) under or in connection with this Agreement howsoever arising whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be limited to and not exceed in aggregate ten times the total fee due under this Agreement.

5.2. Without prejudice to the limitation set out in Clause 5.1 or any other exclusion or limitation of liability available to ESP:

(i) ESP's liability shall be limited to the extent of any loss, damages, injury, expenses, costs (including legal costs) that are directly caused by the negligence of ESP.

(ii) In no circumstances whatsoever shall ESP be liable to the Client for any loss of profit or revenue or savings (actual or anticipated), and other third party costs and claims; and

(iii) ESP's liability is limited to the proportion of the Client's loss or damage which it would be just and equitable for ESP to pay having regard to the extent of ESP's responsibility for the same and on the assumptions that: all other consultants, contractors, sub-consultants, sub-contractors, project managers or advisers engaged in connection with the project to which the defective part or parts of the Services relate (the "Project") shall have provided to the Client contractual undertakings on terms no less onerous than those set out in the Agreement and have paid to the Client such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility.

5.3. No action or proceedings under or arising out of or in connection with the Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be commenced by a party after the expiry of six years after the completion of the Services or such earlier date as may be prescribed by law.

6. Suspension and Termination

6.1. If the Client shall fail to pay ESP in full any amount properly due and payable under this Agreement by the final date for payment ESP may (without prejudice to its other rights and remedies) after giving the Client not less than seven (7) days' notice in writing of the same specifying the grounds for so doing, suspend its performance of this Agreement until payment in full of the amount due. Any period during which ESP exercises its right to suspend its performance shall be disregarded in computing for the purposes of any contractual time limit the time taken by ESP, or any of ESP's sub-contractors or sub-consultants, to complete any Services directly or indirectly affected by the exercise of such right.

6.2. Either party may terminate performance of this Agreement at any time by giving not less than one month's written notice to the other or in the event of a material breach of this Agreement by the other or in the event of the insolvency.

6.3. If circumstances arise for which ESP is not responsible and which ESP considers it irresponsible for ESP to perform all or any part of the Services ESP shall be entitled to terminate the appointment or discontinue performance of any part by giving not less than two weeks' written notice.

6.4. Termination of ESP's appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party.

6.5. Without prejudice to Clause 6.2, where our commission includes site based services which are deferred or cancelled within 72 hours of their commencement on site through any cause beyond the reasonable control of ESP any costs incurred by ESP shall be payable by the Client.

7. Insurance

7.1. Provided always that such insurance is available at commercially reasonable rates, and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance at the time it is taken out or renewed as the case may be, ESP shall maintain professional indemnity and public liability insurance. When reasonably requested to do so ESP shall provide a brokers' certificate as evidence that insurance is being maintained.

Terms of Business

8. Pollution, Contamination, Asbestos, Toxic Mould and Hazardous Waste

- 8.1. Unless included in the Services, ESP is not responsible under the Agreement or otherwise for advising on matters which wholly, partly, directly or indirectly arise out of or result from asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos) or pollution and contamination or any fungus or spore (herein called "asbestos, toxic mould, pollution and contamination matters") and the liability if any of ESP under or in connection with the Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim which may arise out of or in connection with asbestos, toxic mould, pollution and contamination matters is excluded.
- 8.2. Where the Services under this Offer include those referred to in Clause 8.1 our insured liability is subject to the aggregate limits of our policy.
- 8.3. Any hazardous substances or waste arising from the Services shall remain the property and responsibility of the Client.
- 8.4. The Client shall be liable to ESP, and shall indemnify and hold ESP harmless, in respect of all claims brought or asserted by any person, including, but not limited to relevant authorities as a result of keeping, handling, transporting or disposal of hazardous substances or waste in connection with the Services.

9. Indemnity

- 9.1. The Client shall indemnify and keep indemnified ESP from and against any and all claims (including those for injury or death), demands, proceedings, damages, costs, charges and expenses arising out of or in connection with this Agreement in excess of the total liability of ESP determined in accordance with Clause 5.1 and/or Clause 5.2 and/or Clause 8 applies and/or which may be in respect of events occurring after the expiry of the period referred to in Clause 5.3.

10. Site Operations

- 10.1. In the event of any visit to site by ESP's personnel, they shall be regarded for all purposes as being the Client's visitors and ESP shall not be deemed to have assumed the role of occupier, or otherwise to have assumed control of or responsibility for the site or any persons on it.
- 10.2. In undertaking any physical site works the ESP shall take reasonable care to minimise damage to property, including underground services and other sub-surface obstructions notified to ESP (in writing) as being the accurate position of underground services or other obstructions. Unless otherwise stated elsewhere in this Agreement the Client shall be responsible for undertaking all appropriate services searches, interfacing with all statutory bodies and providing the finding of this information to ESP in a timely manner such that it does not unduly impede ESP in pursuing its obligations under this Agreement.
- 10.3. Where site access is required to undertake the Services under this Agreement and unless otherwise stated, the Client shall be responsible providing easy and direct access to the site; this shall include (but not be limited to): all way-leave agreements, right of access, physical access provisions (e.g. keys to locks, safe passable road vehicle access etc.), negotiations and payments to other stakeholders/land owners. Unless otherwise stated we have not visited site and are thus reliant on the Client for these provisions.
- 10.4. Boreholes and other excavations, if any, undertaken by ESP shall, unless the Client instructs otherwise in writing, be backfilled with excavated material and compacted as far as is practicable using the excavation plant. Where reinstatement of surfacing is not otherwise specified no surfacing shall be reinstated. Surplus spoil shall be heaped over the excavation and left in a tidy condition before ESP leaves site. ESP shall dispose of drilling samples and other test specimens, if any, upon the expiry of 28 days after the Client has received ESP's report, unless otherwise instructed.
- 10.5. To the extent that the Services include reporting on ground conditions: ESP's work shall be based solely on the soil and groundwater conditions revealed in boreholes and excavations supplemented by site and laboratory test results; records of water levels shall not be taken as equilibrium conditions unless specifically noted; and an absence of water level observations may indicate: seasonal variation, that the hole has been sealed off by casing or the presence of low permeability strata and does not necessarily indicate that water is not present.
- 10.6. Where the Services require excavations in locations specified by the Client, these locations shall be communicated on a dimensioned

plan of sufficient detail to enable the locations to be identified by taped measurements from existing site features.

- 10.7. Where appropriate, the soil and water samples recovered as part of the Services will be retained for 28 days from completion of Site Operations. After this time samples will be discarded. Please call 029 2081 3385 if an extension of this period is required.

11. Disputes

- 11.1. Any dispute shall, in the first instance, be referred to a Senior Director of the Client (not involved with the project) and ESP who shall attempt, in good faith, to resolve the matter.

12. CDM Regulations

- 12.1. Unless otherwise stated in the Offer ESP shall not be deemed to undertake any of the 'Principal' roles defined in the CDM Regulations April 2015.

13. General

- 13.1. The Client shall not, without the written consent of ESP assign or transfer any benefit or obligation under this Agreement. ESP shall be free to sub-let performance of part or all of the Services.
- 13.2. The law of England and Wales shall govern the application and interpretation of this Agreement, and each party submits to the jurisdiction of the courts of England and Wales.
- 13.3. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement. In particular any advice provided by ESP is for the sole benefit of the Client and may not be used or relied upon by third parties.
- 13.4. Nothing in this Agreement excludes or restricts ESP's liability for death or personal injury resulting from its negligence.
- 13.5. Other than any variation set out in the Offer, no variation to these Terms of Business may be made without the written agreement of the Client and ESP.
- 13.6. The Agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between the Client and ESP relating to the subject matter of the Agreement.
- 13.7. The Client acknowledges that it has had an opportunity to negotiate changes to these Terms of Business prior to the commencement of the Services and has agreed to these Terms of Business.
- 13.8. Unless otherwise stated elsewhere in this Offer all deliverables shall be issued electronically.
- 13.9. Unless otherwise stated in the Offer, this agreement is valid for a period of 60 days from the date of issue.