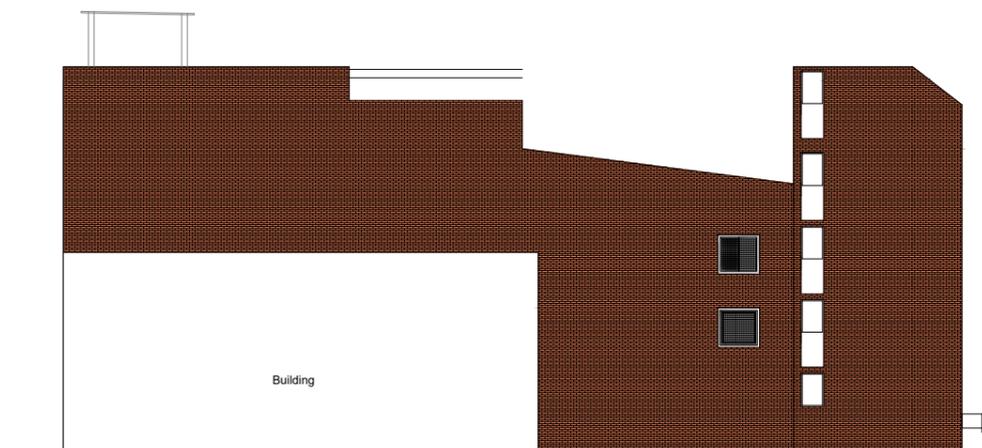




North-East Elevation



South-West Elevation

NOTES

1. All dimensions on this drawing are to be measured on site and not scaled from this drawing.

C	General Update	28/04/17
B	General Update	28/02/17
A	Original Issue	30/10/16
Issue	Amendments	Date

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Stripe Consulting  
 Bridge Farm  
 Meath Green Lane  
 Horley  
 Surrey, RH6 8JA



Client

**Exeter Council**

Project

Mary Arch MSCP  
 Bartholomew Street  
 Exeter

Title

**Elevations (2/2)**

Issue Date **28/04/17**

Drawn By	Checked	Scale	
<b>AAR</b>	<b>RS</b>	<b>1:250</b>	
Job Number	Drawing Number	Issue	Original Size
<b>6308/6</b>	<b>008</b>	<b>C</b>	<b>A3</b>

## 6. Document Register



## 7. Form of Tender



## FORM OF TENDER

**Employer: Exeter City Council**  
**Project: Mary Arches Lift Replacements**

**Description of the work:** Replacement of 2 number passenger lifts

**Name of contractor**.....

I/We undertake in the event of your acceptance to execute with you a form of Contract embodying all conditions and terms contained in this offer and to execute and complete the whole of the works required in connection with the above work in accordance with the drawings and specification prepared by you for the "fixed price" sum of

(In words) £.....excluding VAT

(In figures) £.....excluding VAT

I/We agree that should obvious errors in pricing be discovered before acceptance of this offer submitted by me/us, these errors will be dealt with in accordance with alternative 1 contained in Section 6 of the Code of Procedure of Single Stage Selective Tendering 1996.

It is understood that neither the lowest nor any tender will necessarily be accepted. If my/our tender is accepted, I/we will be able to commence works on:

And complete the whole of the works by:

And I/we agree that work shall be continuous from commencement until work is complete.

Form of Agreement –

Signed .....

On behalf of .....

Dated .....

## 8. Certificate of Bona Fide Tender



**CERTIFICATE RELATING TO BONA FIDE TENDER**

**Exeter City Council**  
**Mary Arches Lift Replacement**

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of the principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word “person” includes any persons and any body or association, corporate or incorporate, and any “agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

For the avoidance of doubt (and with regard to the statement of objections issued by the Office of Fair Trading to 112 companies in the construction sector announced by the OFT on 17 April 2008) the Client regards ‘cover pricing’ and ‘compensation payments’ as unlawful activities which are collusive and anti-competitive.

Signed as in Tender \_\_\_\_\_

For and on behalf of \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

## 9. Contractors Tender Declaration



# 10. Contractors Insurance Declaration



**Contractor’s Insurances – Exeter City Council; Mary Arches Lift Replacement**

The successful Supplier is required to submit evidence provided by its Insurer or Lloyds Broker of Insurance details either in the following format, or by submission of copies of current insurance certificates.

This is to certify that the Insurer ..... has issued policies or insurance as indicated below to ..... (the Supplier), and is aware that said policies will apply to services performed under the Contract between the Supplier and the Client and/or its Subsidiary Companies.

<b>Class of Insurance</b>	<b>Sums Insured of Limits of Indemnity</b>	<b>Policy Number</b>	<b>Expiry Date</b>
(a) <b>Employers Liability</b>	£ .....	.....	.....
(b) <b>General Third Party Liability</b>	Limit £ ..... any one period of insurance	.....	.....
(c) <b>Liability Insurance</b>			
(i) Death or bodily injury to persons	Unlimited	.....	.....
(ii) Property Damage	Limit £ ..... any one accident or occurrence	.....	.....
(d) <b>Contractors All Risks</b>	Replacement value of plant or equipment.	.....	.....

(e) **Other: please give details on separate sheet following format shown on this page.**

Upon written request by the holder of this certificate, the Insurer or Agent, if indicated below, will furnish a copy of any policy cited above certified to be a true and complete copy of the original.

Signed

by.....

(sign & print name & job title)

on behalf of

Insurer.....  
 or Lloyds Broker

Date.....

# 11. Technical Evaluation – Selection Questionnaire



# **Technical Evaluation Selection Questionnaire**

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## Part 1: Potential supplier Information

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: <sup>2</sup></p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%,</li> <li>- More than 50% and less than 75%,</li> <li>- 75% or more. <sup>3</sup></li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

<sup>1</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>2</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

<sup>3</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model				
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

## Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>            The detailed grounds for mandatory exclusion of an organisation are set below, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">below</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	n/a
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p><b>Regulation 57(3)</b>            Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

	provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	n/a

Section 3		Grounds for discretionary exclusion	
		Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out below, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>		
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(j)	Please answer the following statements		
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2	

<p>3.1(j) - (ii)</p> <p>3.1(j) –(iii)</p> <p>3.1(j)-(iv)</p>	<p>The organisation has withheld such information.</p> <p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p> <p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
<p>3.2</p>	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?</p>	<p>n/a</p>

## Part 3: Selection Questions<sup>4</sup>

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>4</sup> See [Action Note 8/16 Updated Standard Selection Questionnaire](#)

<b>Section 6</b>	<b>Technical and Professional Ability</b>
<b>6.1</b>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>If you cannot provide examples see question 6.3</p>

	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>			

<b>6.2</b>	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	n/a

<b>6.3</b>	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
	n/a

<b>Section 7</b>	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>
------------------	--

<b>7.1</b>	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A
<b>7.2</b>	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ...  No <input type="checkbox"/> Please provide an explanation

## Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

<b>Section 8</b>	<b>Additional Questions</b>
<b>8.1</b>	<b>Insurance</b>
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y</p> <p>Employer's (Compulsory) Liability Insurance = £10,000,000</p> <p>Public Liability Insurance = £5,000,000 Professional Indemnity Insurance = £ available if required</p> <p>Product Liability Insurance = £see attached</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

<b>8.3</b>	<b>Not Used</b>

## **Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

### **Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

### **Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

### **Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

### **Terrorist offences or offences linked to terrorist activities**

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

### **Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

### **Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

## **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

## **Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland

## **Discretionary exclusions**

### **Obligations in the field of environment, social and labour law**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

### **Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

### **Grave professional misconduct**

Guilty of grave professional misconduct

## **Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

## **Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

## **Been involved in the preparation of the procurement procedure.**

### **Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

### **Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

## **Additional exclusion grounds**

**Breach of obligations relating to the payment of taxes or social security contributions.**

### **ANNEX X Extract from Public Procurement Directive 2014/24/EU**

#### **LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;

- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

### **Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR

## 12.0 Technical Evaluation – Selection Questionnaire

## Mary Arches Car Park Lift Replacement Technical Evaluation & Scoring Index

22<sup>nd</sup> October 2018

### Introduction

It is important that tenderers demonstrate relevant experience when answering any Technical Evaluation Questions within the Tender document. The client welcomes the use of evidence-based answers and 'Bullet Points' wherever possible within tenderer's answers. Where applicable the tenderer is to provide evidence in the form of the appropriate certification within the return. All suppliers' responses to any Technical Evaluation Questions must be included in their tender return.

### Technical Evaluation

Tenders will be submitted to technical evaluation based on the weighting and criteria below:

Criteria	Weighting (%)	Interpretation
PRICE	40	<p>Lowest Tender Price offer from all Tenders receives maximum % score (40%).</p> <p>Other Tenderers' prices are scored in accordance with the following equation:</p> $\% \text{ Score} = (\text{Lowest Tender price} / \text{Tenderer's Price}) \times 40\%$
HEALTH & SAFETY	10	<p>Does the tenderer have SSIP registration? Provide company Health &amp; Safety Policy.</p> <p>If evidence of SSIP registration is provided a score of 5 will be awarded.</p> <p>If Health &amp; Safety Policy is provided a score of 5 will be awarded.</p> <p>If no evidence is provided a score of 0 will be awarded.</p>
ENVIRONMENTAL	5	<p>Does the tenderer operate to any environmental management standard (e.g. ISO14001 or equivalent)?</p> <p>If evidence of Environmental Management Standard operation is provided a score of 10 will be awarded.</p> <p>If no evidence of Environmental Management Standard operation is provided a score of 0 will be awarded.</p>
PROFESSIONAL MEMBERSHIP	5	<p>Membership of professional bodies, eg. LEIA</p> <p>Relevant Qualifications/Experience.</p> <p>If evidence of registration with a relevant professional body is provided a score of 5 will be awarded.</p> <p>If evidence of sufficient relevant Qualifications/Experience is provided a score of 5 will be awarded.</p> <p>If no evidence is provided a score of 0 will be awarded.</p>



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SPECIFICATION COMPLIANCE	10	<p>Full compliance to the specification will be awarded maximum weighting.</p> <p>All deviations will be assessed using the scoring index.</p>
PRODUCT QUALITY	10	<p>Quality management systems for the manufacture and/or supply of goods or services in tender certified to ISO9000/9001?</p> <p>Evaluation of submitted equipment lifespan:</p> <p>Contractor to provide details of proposed products life span against those indicated within the specification document.</p> <p>In addition, provide details of your company's ISO9001 and/or other accreditations that demonstrate the robust quality procedures which will be used to support/benefit your role in this project.</p> <p>Max 2 pages A4.</p>
TECHNICAL SUPPORT	10	<p>Contractor to confirm Technical capability for support of equipment within the UK.</p> <p>Contractor to confirm availability of spares/resources within the UK.</p> <p>Max 1 page A4.</p>
DELIVERY OF PROJECT	10	<p>Timescales for production, site activity and commissioning.</p> <p>Provide a programme of works identifying any long lead in times or elements that may affect the proposed programme duration, including:</p> <ul style="list-style-type: none"><li>• dates required for the issue of construction stage information</li><li>• approval of any shop drawings (if required), and the choice of any accessories or options involved in each particular element of the work</li><li>• critical paths should also be shown as required in the contract preliminaries.</li></ul> <p>Max 1 page A3.</p>



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## Scoring Index

Assessment	Score	Interpretation
Excellent	10	Excellent demonstration by the tenderer of the relevant requirements and/or experience.  Tender includes all required information within the criteria.
Good	7	Good demonstration by the tenderer of the relevant requirements and/or experience.  Tender includes the majority of required information within the criteria, with further clarification required.
Minor Reservations	4	Partial demonstration by the tenderer of the relevant requirements and/or experience.  Tender lacks key required information within the criteria, with further clarification required.
Serious Reservations	1	Failure by the tenderer to demonstrate the relevant requirements and/or experience.  Tender does not include any of required information within the criteria.

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TUV SUD Ltd is a member of the TUV SUD Group

## 13. Pre Construction Information Inc Asbestos

- Exeter City Council Boiler Plate Terms
- Mary Arches Car Park Asbestos Management Survey Report

**FOR USE IN CONTRACTS OF A CONTRACT VALUE OF £75,000.00 AND ABOVE.**

**EXETER CITY COUNCIL BOILER PLATE CONDITIONS (“the Conditions”) TO BE USED IN CONJUNCTION WITH THE MAIN CONTRACT (“the Contract”).**

**PARTIES:-**

- (1) EXETER CITY COUNCIL** of Civic Centre, Paris Street, Exeter, Devon, EX1 1JN (“the Council”) of the one part; and
- (2) THE CONTRACTOR** whose name, registered office or principal place of business as stated in the Contract (“the Contractor”);

**Background**

- A) These Conditions apply to all Council Contracts of a Contract Value of £75,000.00 and above.
- B) In the event that there is any conflict between these Conditions and the Contract these Conditions will apply.

## **Contents**

- 1. INTERPRETATION**
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- 6. LIABILITY**
- 7. INSURANCE**
- 8. CONFIDENTIALITY**
- 9. INTELLECTUAL PROPERTY**
- 10. PROTECTION OF PERSONAL DATA**
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- 13. HEALTH AND SAFETY**
- 14. EQUALITY AND DIVERSITY**
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- 21. GOVERNING LAW AND JURISDCITION**

## 1. INTERPRETATION

### 1.1 Definitions.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Charges:** the charges which shall become due and payable by the Council to the Contractor under the Contract.

**Commercially Sensitive Information:** comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.

**Confidential Information:** any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information.

**Contract:** means the document signed by both parties and which these Conditions are supplemental to.

**Council's Premises:** means premises owned, controlled or occupied by the Council or its affiliates which are made available for use by the Contractor or its Sub-Contractors for provision of the Services (or any of them) on the terms set out in the Contract or any separate contract or licence.

**Data Controller:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Processor:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Protection Legislation:** the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Data Subject:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Subject Access Request:** a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;

**Default:** any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

(a) in the case of the Council, of its employees, servants, agents; or

(b) in the case of the Contractor, of its Sub-Contractors or any Contractor's Personnel, in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other.

**Effective Date:** the date on which the Contract is signed by both Parties;

**EIR:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Health and Safety Policy:** the health and safety policy of the Council and/or other relevant Central Government Body as provided to the Contractor on or before the Effective Date and as subsequently provided to the Contractor from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;

**Information:** has the meaning given under section 84 of FOIA.

**Insurances:** all or any of the insurances required to be maintained by the Contractor pursuant to the Contract and any other insurances as may be required by applicable Law.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Law:** any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court

of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply.

**Personal Data:** shall have the same meaning as set out in the Data Protection Act 1998.

**Process:** has the meaning given to it under the Data Protection Legislation but, for the purposes of this Conditions, it shall include both manual and automatic processing.

**Prohibited Act:** the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

(b) induce that person to perform improperly a relevant function or activity; or

(c) reward that person for improper performance of a relevant function or activity;

(d) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(e) committing any offence:

(f) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(g) under legislation or common law concerning fraudulent acts;

(h) defrauding, attempting to defraud or conspiring to defraud the Council.

(i) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

**Representatives:** employees officers, agents, advisors, sub-contractors, suppliers or any other representatives of the Contractor.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

**Services:** the services to be delivered by or on behalf of the Contractor under the Contract.

**Site:** means the site as defined in the Contract.

**Sites:** any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services.

**Staff:** means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

**Sub-Contract:** any contractor proposed contract between two or more contractors, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.

**Sub-Contractor:** the third parties that enter into a Sub-Contract with the Contractor.

**Working Day:** means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

1.2 The following rules of interpretation apply:

a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

a references to a party includes its personal representatives, successors or permitted assigns;

a reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them;

a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

a reference to **writing** or **written** includes e-mails but not faxes.

any consent required from the Council under the Contract must be obtained in writing.

## 2. **PROMPT PAYMENT**

2.1 Where the Contractor submits an invoice to the Council in accordance with the payment provisions of the Contract, the Council will consider and verify that invoice in a timely fashion.

2.2 The Council shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.

2.3 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:

(a) Provisions having the same effect as clauses 2.1 and 2.2 of these Conditions; and

(b) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 2.1 and 2.2 of these Conditions.

### **3. RECOVERY OF SUMS DUE**

3.1 The Council may set off any amount owed by the Contractor to the Council against any amount due to the Contractor under this Contract or under any other Contract between the Contractor and the Council.

3.2 If the Council wishes to set off any amount owed by the Contractor to the Council against any amount due to the Contractor pursuant to the Contract it shall give notice to the Contractor within 30 days of receipt of the relevant invoice, setting out the Council's reasons for withholding or retaining the relevant Charges.

3.3 The Contractor shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Contractor.

### **4. AUDIT**

4.1 The Contractor shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Contract including:

(a) the Services provided under it;

(b) all expenditure reimbursed by the Council;

(c) all payments made by the Council.

4.2 The Contractor shall on request afford the Council or the Council's representatives such access to those records as may be required in connection with the Contract.

## **5. INDEMNITY**

- 5.1 The Contractor shall keep the Council indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Council as a result of or in connection with:
- (a) any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, the Contract; and
  - (b) any claim made against the Council by a third party arising out of, or in connection with, the Contract, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor and its Representatives; and
  - (c) any claim made against the Council in connection with the negligence of the Contractor or its Representatives whilst on, entering or leaving the Site or Sites or any damage to Council's property or the Site or Sites; and
  - (d) any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the Contract; and
  - (e) any breach of the DPA arising out of any unauthorised and unlawful processing, accidental loss or destruction of, or damage or theft to Personal Data: and arising out of any action or inaction of the Contractor resulting in the Council being in breach of any of its obligations or duties under the DPA or equivalent applicable legislation in any other country.

## **6. LIABILITY**

- 6.1 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to the Contract.
- 6.2 Subject to clause 6.3 the Council's total liability shall be limited to the Contract Value due for the Works.
- 6.3 Subject to clause 6.4, the Council shall not have any liability for any:
- (a) indirect or consequential loss or damage; and
  - (b) loss of business, rent profit or anticipated savings whether direct or indirect unless it has expressly assumed such liability; and
  - (c) damage to goodwill or reputation; and
  - (d) loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Site or Sites by the Contractor or its Representatives; or

- (e) loss, damage, costs or expenses suffered or incurred by any third party.
- 6.4 Notwithstanding any other provision of the Contract the Council does not limit or exclude its liability for:
- (a) fraud or fraudulent misrepresentation;
  - (b) death or personal injury caused by its negligence; or
  - (c) any other act or omission, liability for which may not be limited under any applicable law.

## **7. INSURANCE**

### **7.1 Obligation to maintain Insurances.**

- (a) Without prejudice to its obligations to the Council under the Contract, including its indemnity obligations, the Contractor shall for the periods specified in the Contract take out and maintain, or procure the taking out and maintenance of the Insurances. The Contractor shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- (b) The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- (c) The Insurances shall be taken out and maintained with insurers who are:
  - (i) of good financial standing;
  - (ii) appropriately regulated; and
  - (iii) of good repute in the international insurance market.
- (d) The Contractor shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Council shall be indemnified in respect of claims made against the Council in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Contractor is legally liable.

### **7.2 General Obligations**

- (a) Without limiting the other provisions of this Contract, the Contractor shall:
  - i) take or procure the taking of all reasonable risk management and risk control measures in relation to the Contract as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

- ii) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and
- iii) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 7.3 Failure to Insure

- (a) The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- (b) Where the Contractor has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Council may elect (but shall not be obliged) following written notice to the Contractor to purchase the relevant Insurances, and the Council shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

### 7.4 Evidence of Insurances

- (a) The Contractor shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Council, that the Insurances are in force and effect and meet in full the requirements of this Clause. Receipt of such evidence by the Council shall not in itself constitute acceptance by the Council or relieve the Contractor of any of its liabilities and obligations under this Contract.

### 7.5 Aggregate Limit of Indemnity

- (a) Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
  - (i) if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:
    - (ii) details of the policy concerned; and
    - (iii) its proposed solution for maintaining the minimum limit of indemnity specified; and

- (b) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Contractor shall:
  - (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to the Contract; or
  - (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

#### 7.6 Cancellation

- (a) Subject to clause 7.6 (b), the Contractor shall notify the Council in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- (b) Without prejudice to the Contractor's obligations under 7.4 this clause 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Clause.

#### 7.7 Insurance Claims

- (a) The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Council receives a claim relating to or arising out of the Services and/or the Contract, the Contractor shall co-operate with the Council and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- (b) Except where the Council is the claimant party, the Contractor shall give the Council notice within 20 Working Days after any insurance claim in excess of relating to or arising out of the provision of the Services or the Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Council) full details of the incident giving rise to the claim.
- (c) Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.
- (d) Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Council any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## **8. CONFIDENTIALITY**

8.1 Subject to clause 8.2 the Contractor shall not acquire any rights of ownership or use in any Confidential Information originating or provided by the Council.

8.2 The Contractor undertakes:

- (a) To restrict the disclosure of Confidential Information to such of its Representatives as need to know it for the purpose of discharging the Contractor's obligations under the Contract, and shall ensure that all such Representatives are subject to obligations of confidentiality corresponding to those set out in this clause 8; and
- (b) That the Contractor and its Representatives shall use the Confidential Information only for the purposes of performing their respective obligations under the Contract; and
- (c) That any person employed or engaged by the Contractor in connection with the Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the Council; and
- (d) To take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than as permitted by this clause 8; and
- (e) That, without prejudice to the generality of the foregoing, neither the Contractor nor any of its Representatives shall use the Confidential Information for the solicitation of business from the other or from any third party.

8.3 The provisions of this clause 8 shall not apply to any information which:

- (a) Is or becomes public other than by breach of this clause 8; or
- (b) Is in the possession of the Contractor without restriction on disclosure before the date of receipt from the disclosing person; or
- (c) Is independently developed by the Contractor without access to the Confidential Information; or
- (d) Must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure including any requirements for disclosure under the FOIA or the Environmental Information Regulations.

## **9. INTELLECTUAL PROPERTY**

9.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Contractor or any employee, agent or subcontractor of the Contractor:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Council on creation.

## 10. PROTECTION OF PERSONAL DATA

10.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Council is a Data Controller and that the Contractor is a Data Processor.

10.2 The Contractor shall:

- (a) Process the Personal Data only in accordance with instructions from the Council to perform its obligations under the Contract;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Contractor Personnel unless necessary for the performance of the Contract, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Council (save where such disclosure or transfer is specifically authorised under the Contract);
- (d) take all reasonable steps to ensure the reliability and integrity of any Representatives who have access to the Personal Data and ensure that the Representatives:
  - (i) are aware of and comply with the Contractor's duties under this Clause and **Clause 8 CONFIDENTIALITY**;
  - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or as otherwise permitted by this Contract; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the Council within 5 Working Days if it receives:
  - (i) from a Data Subject (or third party on their behalf):
    - (A) a Data Subject Access Request (or purported Data Subject Access Request);

- (B) a request to rectify, block or erase any Personal Data; or
- (C) any other request, complaint or communication relating to the Council's obligations under the DPA;
- (ii) any communication from the Information Commissioner or any other regulatory Council in connection with Personal Data; or
- (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the Council with full cooperation and assistance (within the timescales reasonably required by the Council) in relation to any complaint, communication or request made as referred to in Clause 9.2(e), including by promptly providing:
  - (i) the Council with full details and copies of the complaint, communication or request;
  - (ii) where applicable, such assistance as is reasonably requested by the Council to enable the Council to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
  - (iii) the Council, on request by the Council, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the Council, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause and provide to the Council copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

10.3 The Contractor shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "Restricted Countries").

10.4 The Contractor shall use its reasonable endeavours to assist the Council to comply with any obligations under the DPA and shall not perform its obligations under the Contract in such a way as to cause the Council to breach any of the Council's obligations under the DPA to the extent the Contractor is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

## **11. FREEDOM OF INFORMATION**

11.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Contractor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Council.

11.2 The Contractor acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Contractor. The Council shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in these Conditions) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **12. PREVENTION OF FRAUD AND BRIBERY**

12.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Representatives, have at any time prior to the Effective Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

12.2 The Contractor shall not during the term of the Contract:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

12.3 The Contractor shall during the term of the Contract:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under Clause 11.3(a) and make such records available to the Council on request.

12.4 The Contractor shall immediately notify the Council in writing if it becomes aware of any breach of Clause 11.1 and/or 11.2, or has reason to believe that it has or any of the Representatives have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person or Party directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

12.5 If the Contractor makes a notification to the Council pursuant to Clause 12.4, the Contractor shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit any books, records and/or any other relevant documentation in accordance with **Clause 4 AUDIT**.

12.5 If the Contractor is in Default under Clauses 12.1 and/or 12.2, the Council may by notice:

- (a) require the Contractor to remove from performance of the Contract any Contractor's Personnel whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

- 12.6 Any notice served by the Council under Clause 12.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which the Contract shall terminate).

### **13. HEALTH AND SAFETY**

- 13.1 The Contractor shall perform its obligations under the Contract (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Health and Safety Policy whilst at Council Premises.

- 13.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Council Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct the Contractor's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

### **14. EQUALITY AND DIVERSITY**

The Contractor shall:

- (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
  - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
  - (ii) the Council's equality and diversity policy as provided to the Contractor from time to time; and
  - (iii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law; and
- (b) take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

### **15. HUMAN RIGHTS**

- 15.1 The Contractor shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Contract.

- 15.2 The Contractor shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

**16. BEST VALUE**

The Contractor shall use reasonable endeavours to ensure that the performance of the Contract complies with the Council's statutory duty to provide best value and must make arrangements to secure continuous improvement in the way in which the Contract is delivered, having regard to a combination of economy, efficiency and effectiveness.

**17. PUBLICITY**

- 17.1 The Contractor shall not make any press announcements or publicise the existence or terms of the Contract or use the Council's name or brand in any promotion or marketing or announcement of orders without the Council's prior written consent and shall ensure these provisions are observed by its Representatives;

- 17.2 The Council shall be entitled to publicise the Contract for any reason without notice.

**18. SURVIVAL CLAUSE**

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**19. SUSTAINABILITY**

Unless the Council specifies otherwise the Contractor in the performance of the Contract shall wherever practicable by design or supply to conserve energy, reduce waste, use durable and upgradeable goods, use more sustainable products (i.e. those that minimise environmental, social and economic impacts) and influence their suppliers to develop same and contribute to the establishment of better sustainable supply chains.

**20. PARTNERSHIP**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have Council to act as agent for, or to bind, the other party in any way.

**21. GOVERNING LAW AND JURISDICTION**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

# ASBESTOS MANAGEMENT

## SURVEY REPORT

(146) Mary Arches Multi Storey Car Park  
Mary Arches Street  
Exeter  
EX4 3AZ



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G&L Consultancy Ltd

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G&L Consultancy Ltd is a company registered in England and Wales with a Company Number: 3687929

Company Directors: Mrs J Lewis and Mr P Lewis. VAT Registration Number: 729 1092 34

14 Nov 2014 Issue 16

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## 1. EXECUTIVE SUMMARY

This report details the findings following the completion of a standard asbestos management survey carried out according to HSG264 to the details specified in section 3.1. The purpose of the survey was to locate, as far as reasonably practicable, the presence and extent of any suspect asbestos-containing materials (ACMs) in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition.

The survey was carried out in the multi-storey city centre car park, with offices, stores and welfare rooms. It is understood that the client has requested the survey to comply with current legislation. The client and G&L Consultancy Ltd. had previous survey/reinspection reports which were utilised wherever applicable e.g. floor plans, previous samples. All accessible areas of the building were surveyed, including any accessible external elevations. No further areas, outbuildings or other buildings within the site demise were included in the survey scope. A priority assessment has not been carried out as part of this survey at your request. It is the responsibility of the duty holder under CAR 2012, (para.129) to carry out the priority assessment using their detailed knowledge of the activities carried out in the premises.

### 1.1 SUMMARY OF FINDINGS

The following items were identified, strongly presumed or presumed during the survey and recorded as requiring remedial action:

#### Action A – (Urgent Removal)

No items were located requiring this action.

#### Action B – (Immediate Encapsulation)

No items were located requiring this action.

#### Action C – (Repair or Remove)

No items were located requiring this action.

#### Action D – (Manage and Review)

16 items identified requiring no immediate action - see register for full details of locations.

### 1.2 INACCESSIBLE AREAS

The following areas were not inspected during the survey. These areas must all be presumed to contain asbestos until fully inspected and proven otherwise.

009 Understairs Cupboard - No access - no key available at time of survey  
403 Lift Motor Room - Restricted access to lift motors - in use at time of survey  
Lift Shaft 1 - No access - engineer required  
Lift Car 2 - No access - doors not opening  
Lift Shaft 2 - No access - engineer required  
External - No access into dry riser cupboard

### 1.3 REGISTER NOTES

Please refer to section 3.1 of the written report for full details of the scope of survey.

Unable to access below carpets and/or floor coverings in room 001, and in Lift Cars 1 and 2 without causing excessive damage.

Unable to access behind any/all boxing without causing excessive damage.

Please note: Reference has been made to previous samples that were taken during a previous survey at this site. Please refer to Survey Report ref: P03722 (sample numbers 0406711-27 and T5JH1625) for the bulk material sample report for these samples.

## 2. INTRODUCTION

At the request of Exeter City Council, Contracts & Direct Services, Oakwood House, Exton Road, Exeter EX2 8EQ, a standard management survey was carried out of (146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ on the 12 Feb 2015 to 16 Feb 2015 to determine the presence of asbestos-containing materials (ACMs).

The property surveyed consisted of a multi-storey city centre car park, with offices, stores and welfare rooms as shown on the attached floor plans. All accessible areas/rooms as detailed on the quote were included within the scope of the survey. Any areas that were not fully accessible and therefore not possible to carry out a full inspection are detailed on the asbestos register.

The survey was carried out by experienced surveyors. A record has been made of every room/area within the site on the final register and details of all positively and negatively identified materials and presumed ACMs. Material assessments have been carried out on all ACMs.

This survey details the information required to produce your Asbestos Management Plan in order to comply with your duty to manage as detailed in Regulation 4 of the Control of Asbestos Regulations. See section 5.1 for further details.

### 2.1 AIMS AND OBJECTIVES

The aims of this survey were to:

- Locate and record, as far as is reasonably practicable, the location, extent and product type of any suspected or known ACMs.
- Inspect and record information on the accessibility, condition and surface treatment of any presumed or known ACMs.
- Determine and record the asbestos type, either by collecting representative samples of suspect materials for laboratory identification, or by making a presumption based on the product type and its appearance.

### 3. SITE AND SURVEY INFORMATION

Site Name and Address:

(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ

Client Name and Address:

Exeter City Council, Contracts & Direct Services, Oakwood House, Exton Road, Exeter EX2 8EQ

Type of Survey: Asbestos Management Survey

Job Number: J037596

Sample Number(s): BS056430, HJ005224, HJ005227, HJ005228, HJ005231, HJ005232, HJ005235, HJ005236, HJ005239, HJ005241, HJ005247

Survey Date(s): 12 Feb 2015 to 16 Feb 2015

Report Date: 26 Feb 2015

Reinspection due: August 2015

Surveyor(s): Julian Hodge

Approving Officer: Stephen Bailey



This survey has been carried out in accordance with our internal method M5: The Surveying of Premises to determine the presence of asbestos containing materials. This method is based on the guidance given in the HSE documents HSG264 'Asbestos: The survey guide' and HSG227 'A comprehensive guide to Managing Asbestos in premises'.

G & L Consultancy Ltd is accredited by the United Kingdom Accreditation Service (UKAS) to carry out asbestos surveys of buildings, the sampling of bulk materials for the identification of asbestos, and the identification of bulk asbestos by the use of optical microscopy. UKAS accreditation is also held for the sampling and analysis of asbestos fibres in air by phase contrast microscopy. Priority assessment is outside the scope of our UKAS accreditation. This report must only be duplicated in its entirety.

### 3.1 SCOPE OF SURVEY

This survey was carried out by visually inspecting all accessible areas available to the surveyors during the site visit. This was not a destructive survey and therefore, any suspect asbestos materials hidden behind certain permanent fixtures or fittings will not have been discovered. The client should be aware that there could be a number of ACMs hidden or inaccessible within the fabric of the building. These will not have been observed by our surveyors and are, therefore, not recorded in the register. The following areas were inspected as far as is reasonably practicable during the survey and samples taken as necessary:

- All accessible areas up to a height where it is safe and reasonably practical to sample (suspect items above this will be presumed)
- Below carpets and floor coverings (a limited inspection will be carried out where possible to determine the nature of the floor beneath - unless excessive damage required)
- Behind fixed panels and boxing (unless excessive damage required)
- Roof spaces (where walk boards are present)
- Within ceiling voids
- Inside risers
- Inside service ducts
- Lift shafts (only if a lift engineer is present)
- Undercrofts

The following areas were excluded from the survey as they were either inaccessible due to the physical nature of the premises; the extraction of samples would have affected the functional integrity of the article, access may have endangered the surveyor, or they were not inspected at the request of the client:

- Electrical fuse boxes, distribution boards, heating equipment, boilers and electrical appliances
- All concealed voids, vents, fireplaces, spaces and pipes
- Materials covered with ceramic tiles or textured coatings
- Behind suspected ACMs
- Behind non asbestos pipe laggings and insulations for inspection of the pipework surface below

The grounds surrounding the building, external drains and gaskets integral to a pipeline or other article are outside the scope of this survey.

All inaccessible areas must be presumed to contain asbestos until proven otherwise even though they are not individually listed on the asbestos register.

If a room is recorded on the register as 'no suspect materials found' this only refers to the areas inspected within the room, suspect materials may still be present in areas which have not been inspected as part of the survey.

Well-bound materials such as plastics and mastics, and materials such as plaster and paint may contain traces of asbestos. Due to the varied use of these products it is not practicable to locate and sample all occurrences. These products have a very low asbestos content and associated risk and therefore have not been included in this survey. Damp proof course has been checked for and sampled where possible, although this is not always visible during a survey. If this was not visible to the surveyor, but is subsequently exposed in the future, it is recommended that it is sampled to confirm whether asbestos is present within it.

Roof voids are inspected as far as possible either from the roof access point, or from walk boards if present. Similarly, limited inspections are carried out under loft insulation in one or two areas where possible. Access to the eaves is generally restricted.

It is not possible both in terms of costs and time, to sample each and every panel, tile or material of similar type during this survey. Where these exist, only a percentage of similar type materials were sampled on the assumption that other like materials were of an identical homogenous composition. It is therefore possible that some other materials of apparently identical composition may vary and as such could contain asbestos not detected in samples taken.

Every attempt has been made to ensure that representative samples of materials suspected of containing asbestos have been recovered for testing purposes. Nevertheless, where the laboratory results of analysis indicate that no asbestos has been detected, caution should be exercised in extrapolating the same conclusion to the parent material. Where doubt remains, further sampling and testing should be carried out.

For the reasons set out above we cannot give assurances that all ACMs have been located and as such we recommend that further sampling be undertaken, should any further areas become accessible during the course of any future building works.

All references to quantities of materials are an estimate and G & L Consultancy Ltd cannot be held responsible for subsequent losses. Quotations for removal works must not be based on these estimates alone.

### 3.2 PRESUMPTION OR IDENTIFICATION OF ACMs

Where materials have been recorded as **identified**, bulk samples have been taken by experienced, fully trained surveyors, and analysed by a UKAS accredited laboratory, to determine the presence of asbestos within the material. See attached bulk sample analysis reports.

Where samples have not been taken of materials, but similar materials have been sampled and positively identified as ACMs, or if the material contained fibres which are clearly visible and have the appearance of asbestos, they are recorded as **strongly presumed** to be ACMs. Materials where no asbestos fibres were visible but asbestos is known to have been commonly used in the manufactured product at the time of installation, have been recorded as **presumed** to be ACMs. All ACMs have been classified based on their asbestos content and visual appearance only. Water absorption tests have not been carried out during testing, unless stated otherwise.

All materials are recorded as **presumed** to be an ACM unless there is strong evidence to support a reasoned argument that they are highly unlikely to contain asbestos. Any areas which were inaccessible or outside the scope of the survey must also be **presumed** to contain ACMs until it can be proven otherwise.

#### 4. SURVEY RESULTS

The survey results are detailed in the attached asbestos register containing all the information for each ACM located during the survey. All room numbers are recorded on site plans providing details of their exact locations within the building. Please note that the north compass point indicated on the plan is for reference only and does not reflect the true north bearing. Where the ACMs have been sampled, a unique reference number is recorded in the 'sample reference' column and the sample report is attached to this report. If a material has not been sampled, no sample reference number is recorded. The asbestos content is then either assumed by comparison with similar materials sampled during the building survey, or classified as the highest risk asbestos type that could be found in that material.

A material assessment has been carried out for all ACMs identified within the survey to determine the 'high risk' materials. A priority assessment must now be carried out to determine which of them have a high priority for remedial action. It is the duty holder, under CAR 2012 who is responsible for undertaking the priority assessment using their detailed knowledge of the activities carried out in the premises. See overleaf for the material assessment and priority assessment algorithms.

**4.1 MATERIAL ASSESSMENT ALGORITHM**

Sample Variable	Score	Examples of scores
Product type (or debris from product)	1	Asbestos reinforced composites (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi-rigid paints or decorative finishes, asbestos cement, etc.).
	2	Asbestos insulating board, mill board, other low density insulation board, asbestos textiles, gaskets, rope and woven textiles, asbestos paper and felt.
	3	Thermal insulation (e.g. pipe and boiler lagging,) sprayed asbestos, loose asbestos, asbestos mattresses and packing.
Asbestos type	1	Chrysotile
	2	Amosite (or any Amphibole, excluding Crocidolite)
	3	Crocidolite
Extent of damage/ deterioration	0	Good condition; no visible damage
	1	Low damage: a few scratches or surface marks; broken edges on boards, tiles etc
	2	Medium damage: significant breakage of materials or several small areas where material has been damaged revealing loose asbestos fibres
	3	High damage or delamination of materials, sprays and thermal insulation. Visible asbestos debris
Surface treatment	0	Composite material containing asbestos: reinforced plastics, resins, vinyl tiles
	1	Enclosed sprays and lagging, asbestos insulating board (with exposed face painted or encapsulated), asbestos cement sheets etc
	2	Unsealed asbestos insulating board, or encapsulated lagging and sprays
	3	Unsealed laggings and sprays
<p>The scores allocated are then added together to give a total score of between 2 and 12.</p> <p>10 or more = High potential to release asbestos fibres</p> <p>4 – 6 = Low potential to release asbestos fibres</p> <p>7 – 9 = Medium potential to release asbestos fibres</p> <p>3 or less = Very low potential to release asbestos fibres</p>		

**4.2 PRIORITY ASSESSMENT ALGORITHM**

Assessment factor	Score	Examples of score variables
<b>Normal occupant activity</b>	0	Rare disturbance (e.g. little used store room)
	1	Low disturbance (e.g. office type activity)
	2	Periodic disturbance (e.g. industrial activity)
	3	High level of disturbance (e.g. door in constant use)
<b>Likelihood of disturbance</b> Location	0	Outdoors
	1	Large rooms or well-ventilated areas
	2	Rooms up to 100m <sup>2</sup>
	3	Confined spaces
Accessibility	0	Usually inaccessible or unlikely to be disturbed
	1	Occasionally likely to be disturbed
	2	Easily disturbed
	3	Routinely disturbed
Quantity	0	Small amounts of items (e.g. strings & gaskets)
	1	<10m <sup>2</sup> or <10m pipe run
	2	10m <sup>2</sup> - 50m <sup>2</sup> or 10m - 50m pipe run
	3	>50m <sup>2</sup> or >50m pipe run
<b>Human exposure potential</b> Number of occupants	0	None
	1	1 to 3
	2	4 to 10
	3	>10
Frequency of use of area	0	Infrequent
	1	Monthly
	2	Weekly
	3	Daily
Average time area is in use	0	<1 hour
	1	1 to 3 hours
	2	3 to 6 hours
	3	>6 hours
<b>Maintenance activity</b> Type of maintenance activity	0	Minor disturbance
	1	Low disturbance
	2	Medium disturbance
	3	High disturbance
Frequency of maintenance activity	0	ACM unlikely to be disturbed for maintenance
	1	<1 per year
	2	>1 per year
	3	>1 per month

Each of the parameters detailed above are given a score. An average of each of the four subheadings is taken. These scores are then added together to give a total score.

10 or more	=	High Risk	4 – 6	=	Low Risk
7 – 9	=	Medium Risk	3 or less	=	Very Low Risk

## 5. RECOMMENDED ACTIONS

It is recommended that on receipt of this survey report, all materials be identified on site so that they can be managed according to the recommended actions. The asbestos register only gives a record of the condition of the materials on the day they were inspected and, therefore, all materials must be reinspected at six or twelve monthly intervals as a minimum in order to detect any deterioration of condition.

Recommended actions have been included in the register, based on the material assessment and level of accessibility as no priority assessment has been carried out. These recommended actions have therefore been recorded based on the surveyors experience and judgement.

### Action A – Urgent Removal

Asbestos-containing material in poor condition, not adequately surface treated and/or vulnerable to damage. This material requires urgent removal under full controlled conditions.

### Action B – Immediate Encapsulation

Asbestos-containing material showing some signs of deterioration/damage and vulnerable to further damage but structurally sound. This material either requires immediate encapsulation with a suitable surface sealant or enclosing with a suitable material to form a physical barrier to prevent further disturbance. If enclosure is the desired management option it is important that the existence of the ACM behind the enclosure is noted in the register and labelling must be carried out (see Action D).

### Action C – Repair or Remove

Asbestos-containing material showing some signs of deterioration/damage and/or vulnerable to further damage. This material either requires repair, encapsulation or removal in the near future, depending on the requirement of the client, although it is not posing a significant hazard to persons using the building provided it remains undisturbed.

### Action D – Manage and Review

Asbestos-containing material in good/reasonable condition, adequately surface treated and requiring no remedial action unless disturbed or condition deteriorates. This material must be clearly labelled, if appropriate, with an approved label and inspected at regular intervals to check for condition deterioration. All relevant persons must be made aware of the location of the material to ensure it is not damaged or disturbed during maintenance or refurbishment work. If this is likely to occur then some precautions may be necessary. Contact G & L Consultancy Ltd for further information.

### Action E – Inspect Prior to Disturbance

Presumed asbestos-containing materials in inaccessible areas. Considered a low risk to persons using the building. All relevant persons must be made aware of the location of these areas to ensure it is not accessed or disturbed during maintenance or refurbishment work. If this is likely to occur then some precautions may be necessary such as further sampling and analysis. Contact G & L Consultancy Ltd for further information.

It is recommended that all asbestos containing materials are labelled, where possible, with an approved asbestos warning label to ensure they are not accidentally disturbed during the normal use of the building.

## 5.1. ADDITIONAL SERVICES

In order to fully comply with the Control of Asbestos Regulations, specifically Regulation 4 'The Duty to Manage Asbestos in Non-domestic Premises', you must produce and implement an asbestos management plan. This asbestos survey can be used to form the basis of any such plan.

The condition of all ACMs identified within this survey must be reviewed at regular intervals and the asbestos register appropriately updated.

G & L Consultancy Ltd can produce and implement an asbestos management plan on your behalf as well as managing your ACMs on an on-going basis.

G & L Consultancy Ltd will contact you in either five or eleven months from the date of your survey, depending on the stated review dates, to discuss your requirements for a programme of reinspections. Your register can then be updated to show any changes in the condition of materials. Please inform us if you do not wish to be contacted.

Training seminars can be provided to cover 'Asbestos Awareness' or full details of your 'Duty to Manage' as a duty holder. This can be carried out at our dedicated training centre or, if you have a larger number of staff; at your own premises.

Asbestos remediation projects including the removal or encapsulation of ACMs can be organised and monitored by G & L Consultancy Ltd. We can provide recommendations, oversee the tendering process and appraise all required documentation from the appointed contractor. G & L Consultancy Ltd can also carry out all necessary air monitoring during the process and provide the final certificate of reoccupation.

Please contact G & L Consultancy Ltd for further details of the services we can provide on 01823 443898 or visit our website at [www.gnl.org.uk](http://www.gnl.org.uk).

# **Appendix A**

## **Asbestos Register**



**Asbestos Management Survey (with MA only) Register**  
**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Building Room Number	Room Use	Photo No.	Sample Reference Number	Position / Description	Quantity	Level of Identification	Product Type (1 - 3)	Asbestos Type (highest risk only) (1 - 3)	Extent of Damage Deterioration (0 - 3)	Surface Treatment (0 - 3)	Accessibility	Material Assessment	Priority Assessment	Recommended Action
<b>MULTI-STOREY CAR PARK</b>														
001	W.C.	1	HJ005236	Fixed panels at high level to southeast corner of east wall and adjacent door frame - continuing behind tiles	<1m <sup>2</sup>	Identified	Asbestos Insulating Board (2)	Chrysotile + Amosite (2)	Low Damage (1)	Surface Sealed (1)	Low	Low	-	D - Manage and Review
002	Cleaner's W.C.	2	0406719	Fixed panel above door to Level A 005	<1m <sup>2</sup>	Identified	Asbestos Insulating Board (2)	Amosite (2)	Good Condition (0)	Surface Sealed (1)	Low	Low	-	D - Manage and Review
003	Cleaner's Room		0406712	Vinyl floor sheeting (yellow patterned) below carpet		Identified	Not Applicable	No Asbestos Detected						
003	Cleaner's Room	3	0406713	Bitumen pads to underside of sink and drainer	<1m <sup>2</sup>	Identified	Well Bound Material (1)	Chrysotile (1)	Good Condition (0)	Completely Sealed (0)	Low	Very Low	-	D - Manage and Review
003	Cleaner's Room	4	HJ005239	Step nosing (grey)	<1m	Identified	Reinforced Composite (1)	Chrysotile (1)	Low Damage (1)	Completely Sealed (0)	High	Very Low	-	D - Manage and Review
004	Store		HJ005241	Damp proof course		Identified	Not Applicable	No Asbestos Detected						
005	Level A	5	T5JH1625	Infill panels around doors to W.C. 001 and Cleaner's W.C. 002	<1m <sup>2</sup>	Identified	Asbestos Insulating Board (2)	Chrysotile + Amosite (2)	Good Condition (0)	Surface Sealed (1)	Medium	Low	-	D - Manage and Review
005	Level A		0406720	Bitumen layer between levels		Identified	Not Applicable	No Asbestos Detected						
005	Level A		0406721	Panels to ends of ramp section and adjoining areas		Identified	Not Applicable	No Asbestos Detected						
005	Level A			Damp proof course (as sample HJ005241)		Strongly Presumed	Not Applicable	No Asbestos Detected						

**Asbestos Management Survey (with MA only) Register**  
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Building Room Number	Room Use	Photo No.	Sample Reference Number	Position / Description	Quantity	Level of Identification	Product Type (1 - 3)	Asbestos Type (highest risk only) (1 - 3)	Extent of Damage Deterioration (0 - 3)	Surface Treatment (0 - 3)	Accessibility	Material Assessment	Priority Assessment	Recommended Action
006	Level B			No suspect materials found										
007	Circulation / Stairs	6	BS056430	Panel above door to Understairs Cupboard 009	<1m <sup>2</sup>	Identified	Asbestos Insulating Board (2)	Chrysotile + Amosite (2)	Good Condition (0)	Surface Sealed (1)	Low	Low	-	D - Manage and Review
007	Circulation / Stairs	7		Panels above doors to Electrical Cupboard 008 (as sample 0406714 )	1 - 2m <sup>2</sup>	Strongly Presumed	Asbestos Insulating Board (2)	Amosite (2)	Good Condition (0)	Surface Sealed (1)	Low	Low	-	D - Manage and Review
008	Electrical Cupboard	8		Wrap to electrical cable - unable to sample for health and safety reasons	1 - 2m	Presumed	Asbestos Textiles/ Paper (2)	Chrysotile (1)	Low Damage (1)	Surface Sealed (1)	Low	Low	-	D - Manage and Review
008	Electrical Cupboard	9	0406714	Panels above doors	1 - 2m <sup>2</sup>	Identified	Asbestos Insulating Board (2)	Amosite (2)	Good Condition (0)	Surface Sealed (1)	Very Low	Low	-	D - Manage and Review
008	Electrical Cupboard			Damp proof course (as sample HJ005241)		Strongly Presumed	Not Applicable	No Asbestos Detected						
009	Understairs Cupboard			No access - no key available at time of survey		Inaccessible (Presumed)								E - Inspect Prior to Disturbance
010	Circulation / Stairs			No suspect materials found										
101	Level C			No suspect materials found										
102	Office		0406722	Fixed panel above door to Level D 103		Identified	Not Applicable	No Asbestos Detected						

**Asbestos Management Survey (with MA only) Register**  
**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Building Room Number	Room Use	Photo No.	Sample Reference Number	Position / Description	Quantity	Level of Identification	Product Type (1 - 3)	Asbestos Type (highest risk only) (1 - 3)	Extent of Damage Deterioration (0 - 3)	Surface Treatment (0 - 3)	Accessibility	Material Assessment	Priority Assessment	Recommended Action
102	Office	10		Bitumen adhesive to floor, continuing below modern floor tiles (as sample HJ005235)	12 - 16m <sup>2</sup>	Strongly Presumed	Well Bound Material (1)	Chrysotile (1)	Low Damage (1)	Completely Sealed (0)	Medium	Very Low	-	D - Manage and Review
103	Level D			No suspect materials found										
104	Electrical Switch Room			No suspect materials found										
105	Mess Room	11	HJ005235	Bitumen adhesive to floor, continuing below modern floor tiles	16 - 20m <sup>2</sup>	Identified	Well Bound Material (1)	Chrysotile (1)	Low Damage (1)	Completely Sealed (0)	Medium	Very Low	-	D - Manage and Review
106	Circulation / Stairs			No suspect materials found										
107	Circulation / Stairs			No suspect materials found										
201	Level E	12	HJ005232	Gasket to pipe valve	<1m <sup>2</sup>	Identified	Asbestos Textiles/ Paper (2)	Chrysotile (1)	Low Damage (1)	Surface Sealed (1)	Very Low	Low	-	D - Manage and Review
202	Circulation / Stairs			No suspect materials found										
203	Level F			No suspect materials found										
204	Circulation / Stairs			No suspect materials found										

**Asbestos Management Survey (with MA only) Register**  
**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Building Room Number	Room Use	Photo No.	Sample Reference Number	Position / Description	Quantity	Level of Identification	Product Type (1 - 3)	Asbestos Type (highest risk only) (1 - 3)	Extent of Damage Deterioration (0 - 3)	Surface Treatment (0 - 3)	Accessibility	Material Assessment	Priority Assessment	Recommended Action
205	Circulation / Stairs			No suspect materials found										
301	Level G	13		Gaskets to pipework - unable to access to sample	<1m <sup>2</sup>	Presumed	Asbestos Textiles/ Paper (2)	Chrysotile (1)	Low Damage (1)	Surface Sealed (1)	Very Low	Low	-	D - Manage and Review
302	Circulation / Stairs			No suspect materials found										
303	Level H			No suspect materials found										
304	Circulation / Stairs			No suspect materials found										
305	Circulation / Stairs			Infill panel to window (as sample HJ005227)		Strongly Presumed	Not Applicable	No Asbestos Detected						
401	Level I	14		Gaskets to pipework - unable to access to sample	<1m <sup>2</sup>	Presumed	Asbestos Textiles/ Paper (2)	Chrysotile (1)	Good Condition (0)	Surface Sealed (1)	Very Low	Low	-	D - Manage and Review
402	Circulation / Stairs			No suspect materials found										
403	Lift Motor Room	15	0406717	Fixed ceiling panels	12 - 16m <sup>2</sup>	Identified	Asbestos Insulating Board (2)	Amosite (2)	Low Damage (1)	Surface Sealed (1)	Low	Low	-	D - Manage and Review
403	Lift Motor Room		0406716	Gaskets to lift motors		Identified	Not Applicable	No Asbestos Detected						

**Asbestos Management Survey (with MA only) Register**  
**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Building Room Number	Room Use	Photo No.	Sample Reference Number	Position / Description	Quantity	Level of Identification	Product Type (1 - 3)	Asbestos Type (highest risk only) (1 - 3)	Extent of Damage Deterioration (0 - 3)	Surface Treatment (0 - 3)	Accessibility	Material Assessment	Priority Assessment	Recommended Action
403	Lift Motor Room		HJ005231	Bitumen packing to door lintel		Identified	Not Applicable	No Asbestos Detected						
403	Lift Motor Room			Restricted access to lift motors - in use at time of survey		Inaccessible (Presumed)								E - Inspect Prior to Disturbance
404	Level J			Bitumen felt to flat roof of Circulation / Stairs 405 (as sample 0406723 )		Strongly Presumed	Not Applicable	No Asbestos Detected						
404	Level J			Bitumen felt to flat roof of Circulation / Stairs 406 (as sample 0406723 )		Strongly Presumed	Not Applicable	No Asbestos Detected						
405	Circulation / Stairs			Infill panel to windows (as sample HJ005227)		Strongly Presumed	Not Applicable	No Asbestos Detected						
405	Circulation / Stairs			Fixed horizontal panel above door to Level J 404 (as sample 0406725 )		Strongly Presumed	Not Applicable	No Asbestos Detected						
406	Circulation / Stairs			Infill panels to windows (as sample HJ005227)		Strongly Presumed	Not Applicable	No Asbestos Detected						
406	Circulation / Stairs		HJ005228	Panel residue to screws above door to Level J 404		Identified	Not Applicable	No Asbestos Detected						
501	Level K		HJ005224	Bitumen layer to south wall of Circulation / Stairs 502		Identified	Not Applicable	No Asbestos Detected						
501	Level K		0406723	Bitumen felt to flat roof of Circulation / Stairs 502		Identified	Not Applicable	No Asbestos Detected						

**Asbestos Management Survey (with MA only) Register**  
**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Building Room Number	Room Use	Photo No.	Sample Reference Number	Position / Description	Quantity	Level of Identification	Product Type (1 - 3)	Asbestos Type (highest risk only) (1 - 3)	Extent of Damage Deterioration (0 - 3)	Surface Treatment (0 - 3)	Accessibility	Material Assessment	Priority Assessment	Recommended Action
502	Circulation / Stairs		0406725	Fixed horizontal panel above door to Level K 501		Identified	Not Applicable	No Asbestos Detected						
502	Circulation / Stairs		HJ005227	Infill panels to windows		Identified	Not Applicable	No Asbestos Detected						
	Lift Car 1			No suspect materials found										
	Lift Shaft 1			No access - engineer required		Inaccessible (Presumed)								E - Inspect Prior to Disturbance
	Lift Car 2			No access - doors not opening		Inaccessible (Presumed)								E - Inspect Prior to Disturbance
	Lift Shaft 2			No access - engineer required		Inaccessible (Presumed)								E - Inspect Prior to Disturbance
	External	16	HJ005247	Putty to windows	50 - 60m	Identified	Well Bound Material (1)	Chrysotile (1)	Low Damage (1)	Completely Sealed (0)	Very Low	Very Low	-	D - Manage and Review
	External			No access into dry riser cupboard		Inaccessible (Presumed)								E - Inspect Prior to Disturbance
	External			Damp proof course (as sample HJ005241)		Strongly Presumed	Not Applicable	No Asbestos Detected						

**REVIEW DATES**

**August 2015**

- Licenceable materials (AIB, AI/C)

**February 2016**

- Non-licenceable materials (WBM, TC, RC, AT/P, AC)

'Presumed Asbestos' that is visible

- this will be inspected at the required interval as stated above. If it has deteriorated to a condition that requires action, then measures must be taken to sample the material and confirm if asbestos is present.

'Presumed Asbestos' that is not visible

- this will not be reinspected unless specifically requested by the client and access is made available.

**GENERAL NOTES**

Please refer to section 3.1 of the written report for full details of the scope of survey.

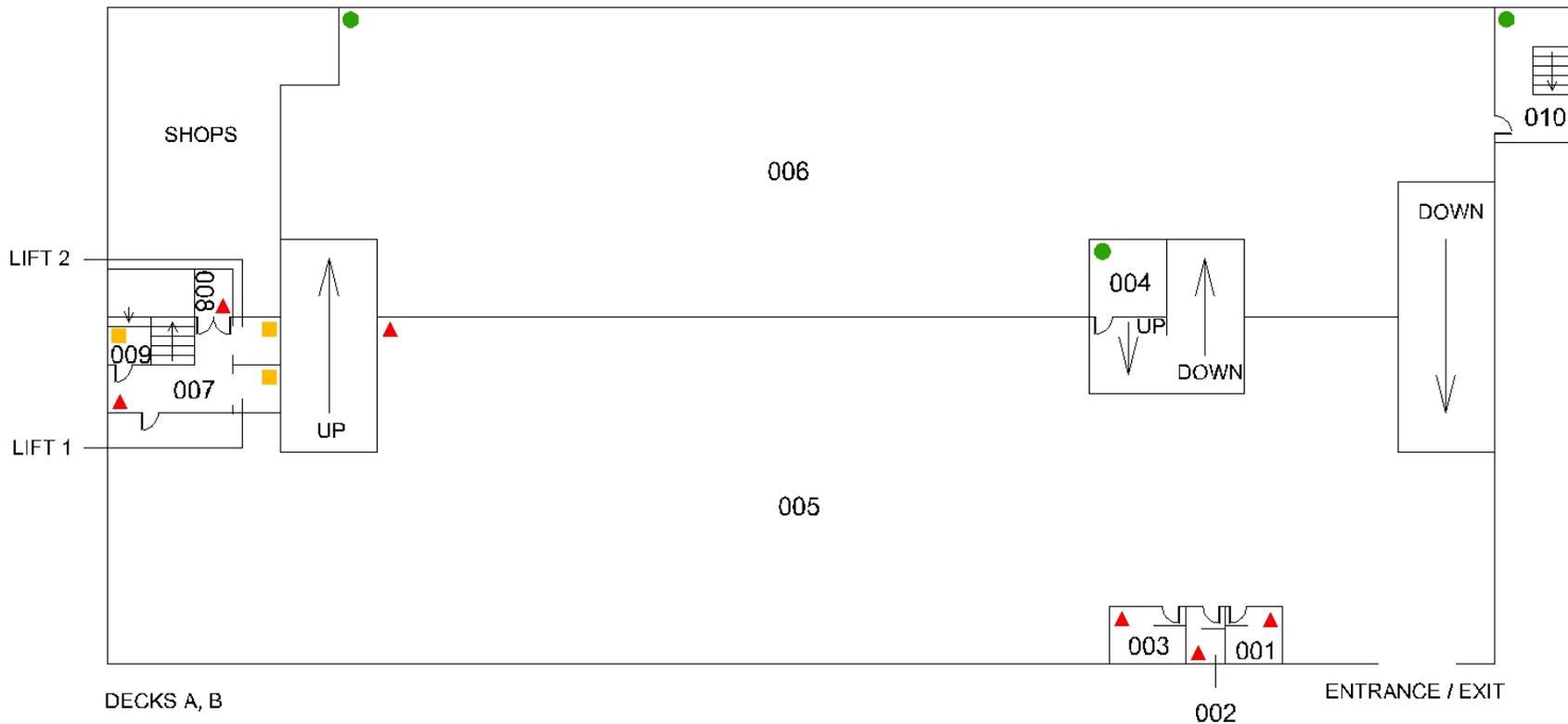
Unable to access below carpets and/or floor coverings in room 001, and in Lift Cars 1 and 2 without causing excessive damage.

Unable to access behind any/all boxing without causing excessive damage.

Please note: Reference has been made to previous samples that were taken during a previous survey at this site. Please refer to Survey Report ref: P03722 (sample numbers 0406711-27 and T5JH1625) for the bulk material sample report for these samples.

# **Appendix B**

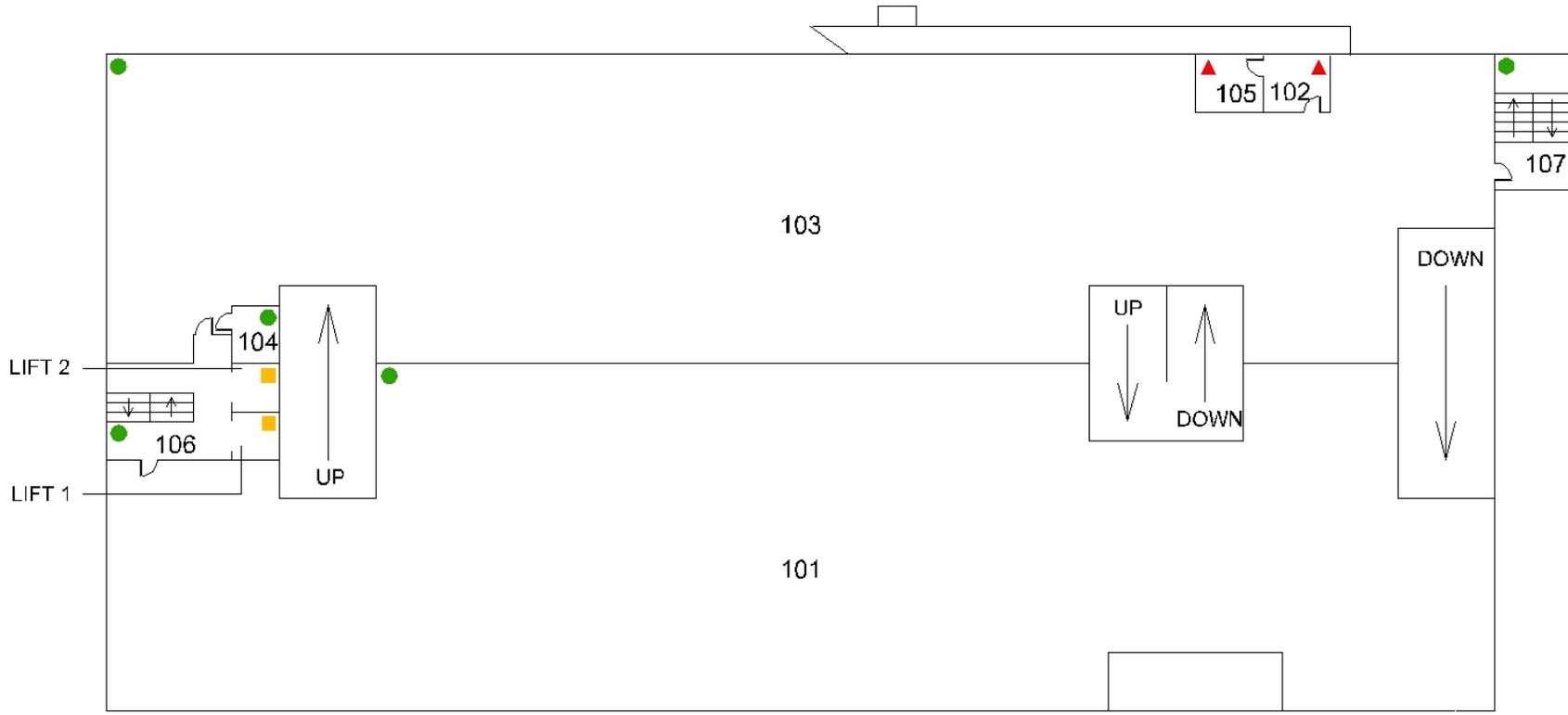
## **Site Plans**



External = ▲ ■

KEY:

- ▲ Room contains identified or presumed ACM(s) (see register)
- Room contains inaccessible area(s) (see register)
- No ACMs identified within room (see general notes below register)

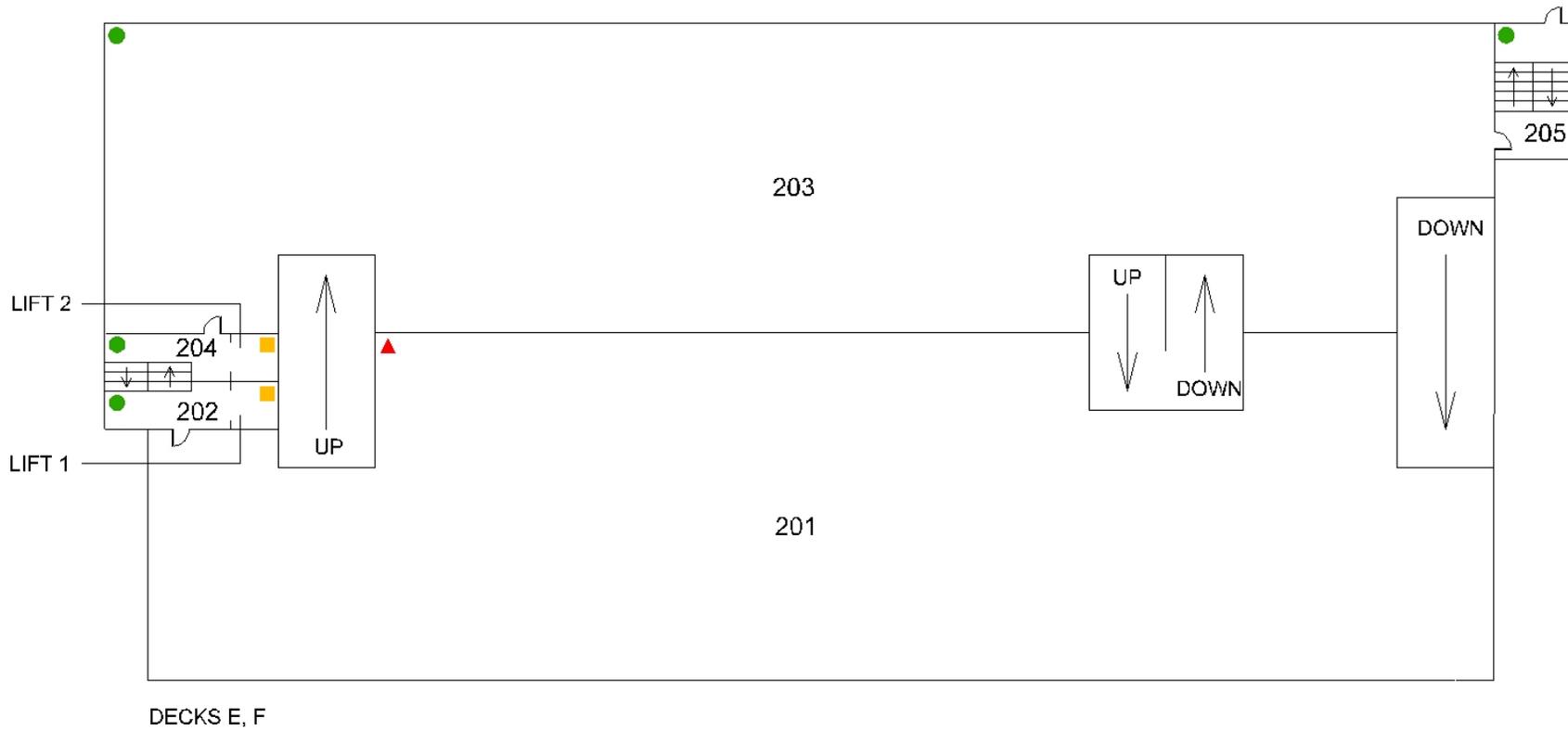


DECKS C, D

External = ▲ ■

- KEY:
- ▲ Room contains identified or presumed ACM(s) (see register)
  - Room contains inaccessible area(s) (see register)
  - No ACMs identified within room (see general notes below register)

N  
  
 This is not true north



DECKS E, F

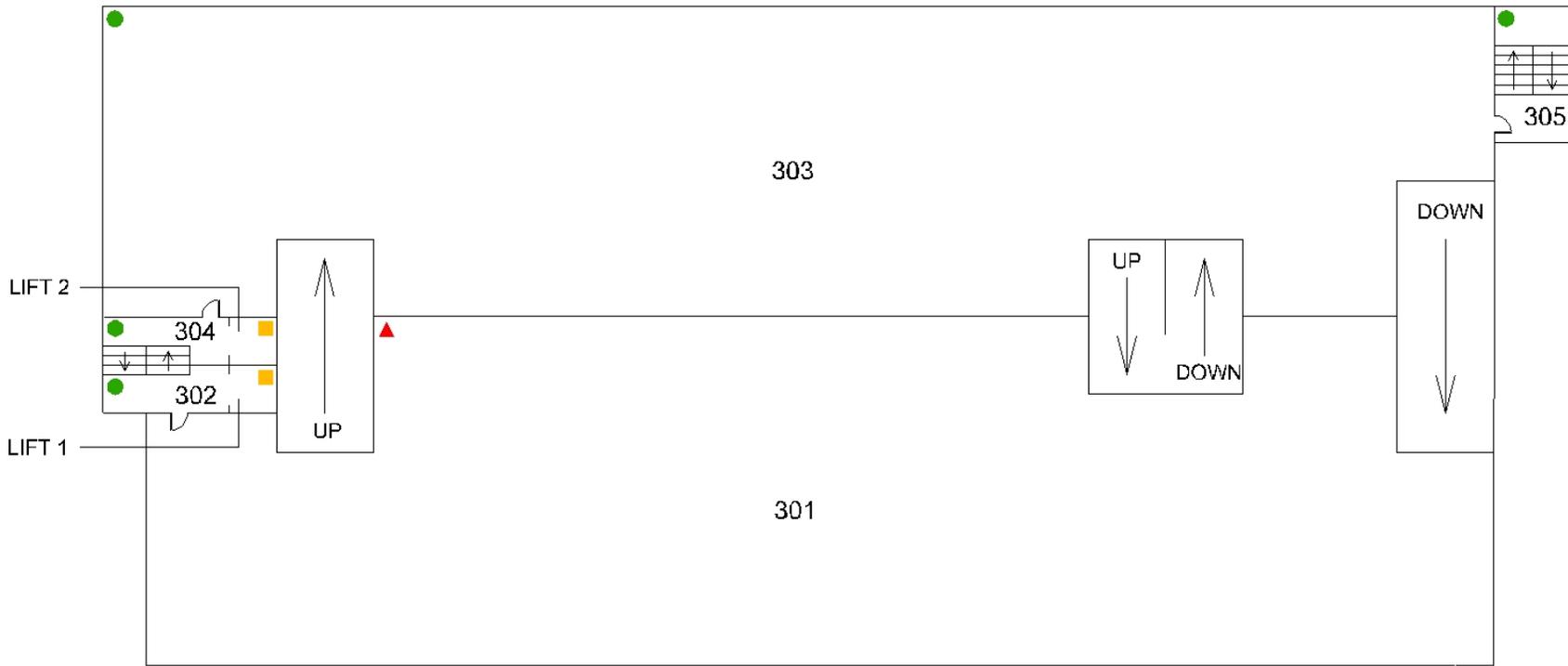


This is not true north

External = ▲ ■

KEY:

- ▲ Room contains identified or presumed ACM(s) (see register)
- Room contains inaccessible area(s) (see register)
- No ACMs identified within room (see general notes below register)



DECKS G, H

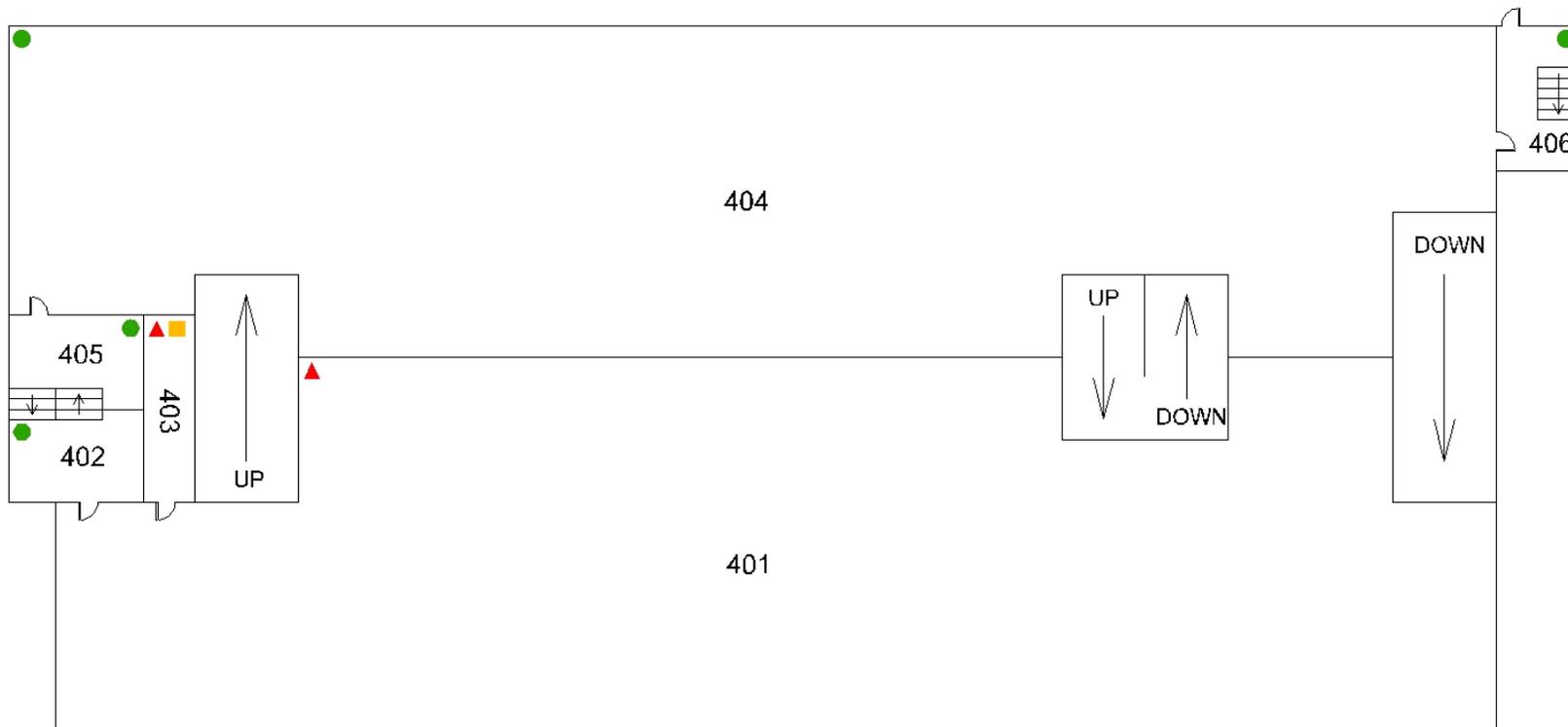
External = ▲ ■

KEY:

- ▲ Room contains identified or presumed ACM(s) (see register)
- Room contains inaccessible area(s) (see register)
- No ACMs identified within room (see general notes below register)



This is not true north



DECKS I, J

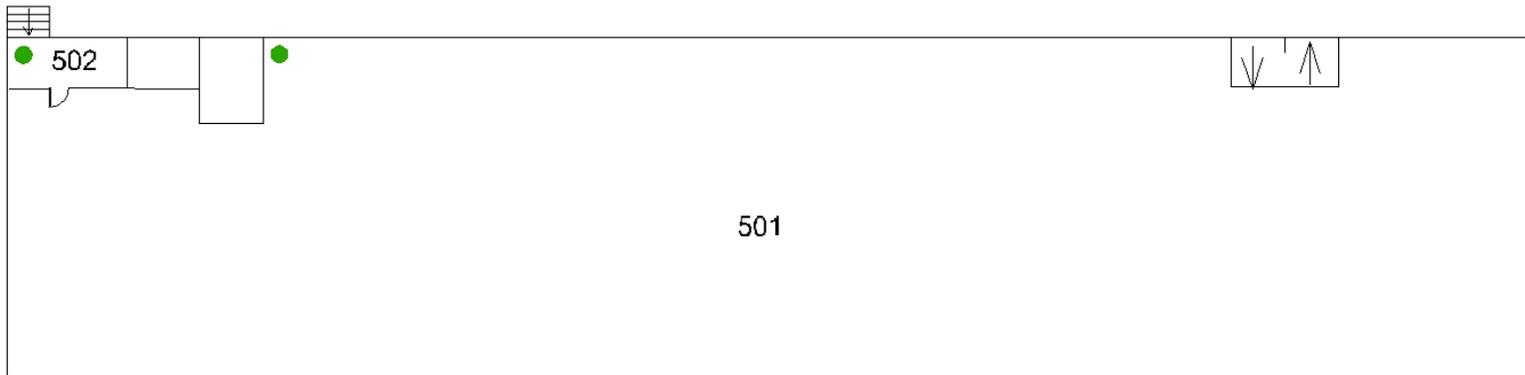
External = ▲ ■



This is not true north

**KEY:**

- ▲ Room contains identified or presumed ACM(s) (see register)
- Room contains inaccessible area(s) (see register)
- No ACMs identified within room (see general notes below register)



DECK K

External = ▲ ■



This is not true north

KEY:

- ▲ Room contains identified or presumed ACM(s) (see register)
- Room contains inaccessible area(s) (see register)
- No ACMs identified within room (see general notes below register)

# **Appendix C**

## **Bulk Sample Analysis Reports**



# G&L Consultancy Ltd

Specialists in Asbestos Management

## BULK MATERIAL SAMPLE REPORT

Reference No: J037596 Client Order No: N/A  
 Date Received: 26 Feb 2015  
 Client Name and Address: Exeter City Council, Contracts & Direct Services, Oakwood House, Exton Road, Exeter EX2 8EQ  
 Site Address: (146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ  
 Sampling Officer: Julian Hodge, G & L Consultancy Ltd  
 Date of Analysis: 26 Feb 2015  
 Analyst: Alex Smith  
 Pamela Robertson  
 Approving Officer: Stephen Bailey Signed:   
 Issue Date: 26 Feb 2015

## ANALYSIS RESULTS

Sampling carried out by our own officers follows the procedures documented in our internal method M3: The Sampling of Bulk Materials, for Analysis to Determine the Presence of Asbestos. These samples have been analysed in accordance with internal method M2: The Identification of Asbestos, within Bulk Materials, by the Use of Optical Microscopy. Both these internal methods are based on the standard method as outlined in the HSE Document 'Asbestos: The analysts' guide for sampling, analysis and clearance procedures. Any deviations from these standard methods will be recorded in this report. No responsibility is taken for sampling that is not carried out by own officers. Opinions and interpretations expressed herein are outside the scope of our UKAS accreditation. Any comments regarding percentage content is outside the scope of our UKAS accreditation. The material classification is the opinion of the analyst, based on the samples' appearance, as received, and may not accurately reflect the source material on site. All samples are analysed at one of our UKAS accredited laboratories in Somerset or Northern Ireland. This report must not be reproduced, except in full, without the written permission of the laboratory. These samples will be retained within this laboratory for a period of six months prior to disposal at a licensed asbestos disposal site, unless the client makes alternative arrangements.

For advice concerning these materials, risk assessments, removal procedures or information regarding the current legislation for work with asbestos containing materials, please contact G & L Consultancy Ltd.

Site Ref	Lab Ref	Description	Analysis Result	Classification
007 - Circulation / Stairs	BS056430	Panel above door to Understairs Cupboard 009	Chrysotile + Amosite	Asbestos Insulating Board
501 - Level K	HJ005224	Bitumen layer to south wall of Circulation / Stairs 502	No Asbestos Detected	Not Applicable
502 - Circulation / Stairs	HJ005227	Infill panels to windows	No Asbestos Detected	Not Applicable
406 - Circulation / Stairs	HJ005228	Panel residue to screws above door to Level J 404	No Asbestos Detected	Not Applicable



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 G&L Consultancy Ltd is a company registered in England and Wales with a Company Number: 3687929  
 Company Directors: Mrs J Lewis and Mr P Lewis. VAT Registration Number: 729 1092 34



**BULK MATERIAL SAMPLE REPORT (CONTINUATION)**

Site Ref	Lab Ref	Description	Analysis Result	Classification
403 - Lift Motor Room	HJ005231	Bitumen packing to door lintel	No Asbestos Detected	Not Applicable
201 - Level E	HJ005232	Gasket to pipe valve	Chrysotile	Asbestos Textiles/Paper
105 - Mess Room	HJ005235	Bitumen adhesive to floor, continuing below modern floor tiles	Chrysotile	Well Bound Material
001 - W.C.	HJ005236	Fixed panels at high level to southeast corner of east wall and adjacent door frame - continuing behind tiles	Chrysotile + Amosite	Asbestos Insulating Board
003 - Cleaner's Room	HJ005239	Step nosing (grey)	Chrysotile	Reinforced Composite
004 - Store	HJ005241	Damp proof course	No Asbestos Detected	Not Applicable
External	HJ005247	Putty to windows	Chrysotile	Well Bound Material

# **Appendix D**

# **Photographs**

**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Photo No. 1 - Fixed panels at high level to southeast corner of east wall and adjacent door frame - continuing behind tiles

Room Number	001
Room Use	W.C.
Level Of Identification	Identified
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Chrysotile + Amosite (2)



Photo No. 2 - Fixed panel above door to Level A 005

Room Number	002
Room Use	Cleaner's W.C.
Level Of Identification	Identified
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Amosite (2)



Photo No. 3 - Bitumen pads to underside of sink and drainer

Room Number	003
Room Use	Cleaner's Room
Level Of Identification	Identified
Product Type	Well Bound Material (1)
Asbestos Type	Chrysotile (1)



Photo No. 4 - Step nosing (grey)

Room Number	003
Room Use	Cleaner's Room
Level Of Identification	Identified
Product Type	Reinforced Composite (1)
Asbestos Type	Chrysotile (1)



**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Photo No. 5 - Infill panels around doors to W.C. 001 and Cleaner's W.C. 002

Room Number	005
Room Use	Level A
Level Of Identification	Identified
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Chrysotile + Amosite (2)



Photo No. 6 - Panel above door to Understairs Cupboard 009

Room Number	007
Room Use	Circulation / Stairs
Level Of Identification	Identified
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Chrysotile + Amosite (2)



Photo No. 7 - Panels above doors to Electrical Cupboard 008 (as sample 0406714 )

Room Number	007
Room Use	Circulation / Stairs
Level Of Identification	Strongly Presumed
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Amosite (2)



Photo No. 8 - Wrap to electrical cable - unable to sample for health and safety reasons

Room Number	008
Room Use	Electrical Cupboard
Level Of Identification	Presumed
Product Type	Asbestos Textiles/Paper (2)
Asbestos Type	Chrysotile (1)



**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Photo No. 9 - Panels above doors

Room Number	008
Room Use	Electrical Cupboard
Level Of Identification	Identified
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Amosite (2)



Photo No. 10 - Bitumen adhesive to floor, continuing below modern floor tiles (as sample HJ005235)

Room Number	102
Room Use	Office
Level Of Identification	Strongly Presumed
Product Type	Well Bound Material (1)
Asbestos Type	Chrysotile (1)



Photo No. 11 - Bitumen adhesive to floor, continuing below modern floor tiles

Room Number	105
Room Use	Mess Room
Level Of Identification	Identified
Product Type	Well Bound Material (1)
Asbestos Type	Chrysotile (1)



Photo No. 12 - Gasket to pipe valve

Room Number	201
Room Use	Level E
Level Of Identification	Identified
Product Type	Asbestos Textiles/Paper (2)
Asbestos Type	Chrysotile (1)



**(146) Mary Arches Multi Storey Car Park, Mary Arches Street, Exeter EX4 3AZ**

Photo No. 13 - Gaskets to pipework - unable to access to sample

Room Number	301
Room Use	Level G
Level Of Identification	Presumed
Product Type	Asbestos Textiles/Paper (2)
Asbestos Type	Chrysotile (1)



Photo No. 14 - Gaskets to pipework - unable to access to sample

Room Number	401
Room Use	Level I
Level Of Identification	Presumed
Product Type	Asbestos Textiles/Paper (2)
Asbestos Type	Chrysotile (1)



Photo No. 15 - Fixed ceiling panels

Room Number	403
Room Use	Lift Motor Room
Level Of Identification	Identified
Product Type	Asbestos Insulating Board (2)
Asbestos Type	Amosite (2)



Photo No. 16 - Putty to windows

Room Number	
Room Use	External
Level Of Identification	Identified
Product Type	Well Bound Material (1)
Asbestos Type	Chrysotile (1)



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