



new Leaf
STUDIO

**Midsomer Norton Town Council
Midsomer Norton Town Park**

Phase 1.1 – Riverside Path

INVITATION TO TENDER

**Incorporating Form of Tender, Preliminaries
& Specification of Materials and Workmanship /
Schedule of works**

March 2019

TENDER ISSUE

Rev A

newLeaf s T U D I O

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C H A R T E R E D
L A N D S C A P E
A R C H I T E C T S

CONTENTS	<i>page</i>
FORM OF TENDER	1
INTRODUCTION	
PROJECT BACKGROUND	2
INSTRUCTIONS TO TENDERERS	2
EVALUATION CRITERIA	2
A PRELIMINARIES	
THE PROJECT GENERALLY	
A10 Project Particulars	3
A11 Tender and Contract Documents	3
A12 The site	4
A13 Description of the work	5
THE CONTRACT	
A20 The Contract	6
EMPLOYERS REQUIREMENTS	
A30 Tendering / Sub-letting / Supply	8
A31 Provision, content and use of documents	10
A32 Management of the Works	11
A33 Quality standards / Control	13
A34 Security / Safety / Protection	16
A35 Specific limitations on methods / Sequence / Timing	19
A36 Facilities / Temporary works / Services	20
A37 Operation / Maintenance of the completed works	21
CONTRACTORS GENERAL COST ITEMS	
A40 Management and Staff	21
A41 Site Accommodation	21
A42 Services and facilities	22
A43 Mechanical plant	22
A44 Temporary works	22
WORK BY OTHERS OR SUBJECT OT INSTRUCTION	
A53 Work by Statutory Authorities / Undertakers	22
A54 Provisional work / Items	22
B MATERIALS AND WORKMANSHIP SPECIFICATION & SCHEDULE OF WORKS	23
C PRICING SUMMARY	29

FORM OF TENDER

From (enter company name): _____

To: **Midsomer Norton Town Council**
Project: **Town Park – Phase 1.1 – riverside footpath improvements**

Having read the Conditions of Contract and Schedule of Works delivered to us and having examined the drawings referred to therein, we do hereby offer to execute and complete in accordance with the Conditions of Contract, Schedule of Works and Drawings the whole of the works described for the lump sum of:-

(amount in words) _____

(amount in figures) £ _____

The overall contract period shall be _____ weeks inclusive of statutory holidays from the agreed start of the works as detailed in the Preliminaries.

We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced tender submitted by us, we undertake to conform to Alternative 2 of the JCT Tendering Practice Note 2012.

We confirm that we would require a lead-in period of _____ Weeks from receipt of an instruction to commence works.

This tender remains open for consideration for 26 weeks from the day fixed for the submission of tenders.

The contractor shall be required to submit a copy of their fully priced schedule of works in support of their tender with the Form of Tender

Tender submission documents to be delivered to reach the office of Midsomer Norton Town Council, Town Hall, The Island, Midsomer Norton BA3 2HQ by no later than **14:00 on Friday 12th April 2019**

Dated the _____ day of _____ 2019

Name: _____

Address: _____

Signature: _____ Position held: _____

The Employer reserves the right to accept and tender from those submitted or to refuse all. They do not undertake to incur themselves in any expenses in connection with the preparation of tenders. Any qualification to a tender will cause it to be refused.

ADDITIONAL INFORMATION: The Contractor is to state below the percentage additions required for profit, overheads, attendance etc, variations and expenditures to Provisional sums during the course of the contract, in the assumption that all quotations are nett (i.e. exclude cash discount):

Variations _____ % Provisional Sums _____ %

INTRODUCTION

PROJECT BACKGROUND

Midsomer Norton Town Park has been an aspiration for the town for over 40 years. In recent years the Town Council acquired the freehold of the site and planning consent for change of use from agricultural land to Town Park.

The park will be developed in phases over a number of years.

Funding has now been secured to undertake some initial phases of work, of which the works subject to this tender are the first element.

INSTRUCTIONS FOR TENDER

Tenders are to be submitted to Midsomer Norton Town Council in hard copy addressed to: Midsomer Norton Town Council, Town Hall, The Island, Midsomer Norton BA2 2HQ

N.B: A return label is supplied as part of these tender documents. This should be printed and securely affixed to the envelope use to submit your tender.

Envelopes should not bear any other markings (other than appropriate postage paid labels or stamps) and should not bear any indication of the identity of the tenderer.

**Tenders to be received at the above address by 14:00 on Friday 12th April
Any late submissions will be disqualified.**

The following suitably completed documents are to be provided

- Completed contractor evaluation questionnaire (with attachments required therein)
- Completed pricing schedule and form of tender (this document)
- Preliminary Method Statements as required by A30 500 and as follows:
 - Means of controlling and limiting excessive spread of the working area
 - Means of ensuring protection of root protection areas of retained trees, including where it is not feasible to entirely fence these zones and exclude works.
 - Means of safely maintaining access along the Public Right of way for the duration of the works
- Details of any suggested alternative self-binding path gravel and associated cost saving or benefit.

Any queries about the detail of the works or this tender process are to be addressed to the Landscape Architects by email to: andy@newleafstudio.com

EVALUATION CRITERIA

Tenders will be assessed on the basis of 60% price and 40% quality

- Contractor Evaluation Questionnaire – up to 148 points (see scoring matrix within the document) to be allocated pro-rata to make up 40% of total score
- Pricing Schedule: Prices will be ranked lowest to highest and scored out of 60.
- Suggestions of alternative path surface materials - information only

A12 THE SITE

110 THE SITE:
The site is in use as a public park. It is bounded to the north by the River Somer which is a “Main River” so comes under the control of the Environment Agency

140 EXISTING MAINS/SERVICES:
Enquiries were made to service companies in November / December 2018 which revealed no services in the vicinity of the working area.

Culverts for two ditches do cross the route of the path as indicated on the drawings.

The above details should not be taken as a guarantee of this situation and the contractor must make their own enquiries and investigations and undertake excavation with caution.

111 SITE INVESTIGATION:
The site was previously agricultural land with change of use planning consent granted in 2014 to become a Town Park.

The raised area of land immediately to the south of the western portion of the path and to be known as the Celebration Meadow is understood to be fill material deposited as part of a river straightening operation carried out in the late 1970’s / early 80’s.

The large mound to the south of this (The Batch) is a coal spoil heap. This went out of use in 1960’s or 70’s and is now covered with trees, scrub and grassland.

A ground investigation was carried out by SLR Consulting in January 2014. This revealed low levels of contamination in some parts of the site, but none in the vicinity of the proposed footpath works.

121A SOILS AND STRATA:
The western portion of the path has an existing granular layer, partially covered by leaf litter and soil build up. This is thought to be generally approximately 100mm deep with a geotextile layer below and seems to have been installed around 2006.

The eastern portion of the path is currently un-made, crossing a field with approximately 300mm brown to dark brown sandy clayey topsoil over a brown to orange/red slightly sandy gravelly clay sub-soil.

200 ACCESS TO THE SITE:
Access to the site can be gained via an existing partially granular surfaced track close to the north side of the Somer Centre in Gullock Tynning. (O.S. 6-figure grid reference ST668543)
This route is currently controlled by a lockable bollard, the key for which can be provided to the contractor to allow vehicle access.

Pedestrian access is also available from the east via the public footpath from Radstock Road (O.S. 6-figure grid reference ST675547. This route will not be used for construction access.

Total carried forwards

A20 THE CONTRACT

JCT MINOR WORKS BUILDING CONTRACT

- The Contract: JCT Minor Works Building Contract 2016 Edition, Requirement: Allow for the obligations, liabilities and services described

THE RECITALS

First - THE WORKS AND THE CONTRACT ADMINISTRATOR

- The work comprises: Footpath improvement works and installation of steps, benches and litter bins at Midsomer Norton Town Park

Second - CONTRACT DOCUMENTS

Contract documents: The following have been prepared which show and describe the work to be done:

- Contract drawings: As listed in clause A11/120
- Contract specification / schedule of works

Third - PRICED DOCUMENTS

- Documents to be priced or provided by the Contractor: Priced Work Schedules.

THE ARTICLES

3. ARCHITECT/ CONTRACT ADMINISTRATOR

- Architect/ Contract Administrator: See clause A10/137.

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Principal Designer: See clause A10/147.
- Principal Contractor: will be the contractor.

4 and 5 - PRINCIPAL DESIGNER/ PRINCIPAL CONTRACTOR

- Articles 4 and 5 will be deleted

7. ARBITRATION applies.

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE

Base date: ten days before tender return date.

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME

- Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

Fifth Recital - CDM REGULATIONS

- The project not notifiable.

Sixth Recital - FRAMEWORK AGREEMENT does not apply

Total carried forwards

Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

- Collaborative working: Paragraph 1 applies.
- Health and safety: Paragraph 2 applies.
- Cost savings and value improvements: Paragraph 3 applies.
- Sustainable development and environmental considerations: Paragraph 4 applies.
- Performance indicators and monitoring: Paragraph 5 does not apply.
- Notification and negotiation of disputes: Paragraph 6 applies. Where paragraph 6 applies, the respective nominees of the parties are:
 - Employer’s nominee: the Town Clerk
 - Contractor’s nominee: tbc.

Or such replacement as each party may notify to the other from time to time.
- Paragraph 7 - Transparency and Freedom of information Act - Applies
- Paragraph 8 - Public Contracts Regulations 2015 - Applies

Article 7 - ARBITRATION

- Article 7 and Schedule 1 applies.

Clause 2.2 - COMMENCEMENT AND COMPLETION

- Date for Commencement of the Works: to be agreed.
- Date for Completion: within 5-weeks of commencement.

Clause 2.8 - LIQUIDATED DAMAGES

- At the rate of £300.00 per week or part thereof.

Clause 2.10 - RECTIFICATION PERIOD

- Period: 6 months from the date of practical completion.

Clause 4.3 – INTERIM PAYMENTS.

- First Interim Valuation Date: to be agreed, At monthly intervals thereafter
- Percentage before PC: 95%
- Percentage at PC:97.5%

Clause 4.3 and 4.8 – FLUCTUATIONS PROVISION

- No fluctuations provision applies

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

- Period: 2-weeks from the date of practical completion.

Clause 5.3 - CONTRACTOR’S INSURANCE - INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5 million.

Clauses 5.4, 5.5 and 5.6 - INSURANCE OF THE WORKS ETC - ALTERNATIVE PROVISIONS

- Clause 5.4 applies.

Total carried forwards

- 303 QUANTITIES IN THE TENDER DOCUMENTS: Where and to the extent that quantities are included in the tender documents, they have been prepared in accordance with SMM7 or RICS NRM only where and to the extent stated. Where not so stated, the items, descriptions and measurements:
- Must not be relied on as complying with SMM7 or RICS NRM.
 - Must be priced taking account of the information given elsewhere in the tender documents, including for all associated and ancillary work shown or clearly apparent as being necessary for the complete and proper execution of the work.
- 315A WHERE NO QUANTITIES ARE GIVEN: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
- 500 TENDER STAGE METHOD STATEMENTS: must be submitted with the tender describing how and when the Contractor proposes and undertakes to carry out the following:
- Means of controlling and limiting excessive spread of the working area
 - Means of ensuring protection of root protection areas of retained trees, including where it is not feasible to entirely fence these zones and exclude works.
 - Means of safely maintaining access along the Public Right of way for the duration of the works
The Contractor may, at his discretion and at the same time, submit method statements for other parts of the Works.
- 535 SUBSTITUTE PRODUCTS: If the Contractor wishes to substitute materials or products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered. Substitutions sanctioned by the CA will be subject to the verification requirements of clause A31/200

<i>Total carried forwards</i>	

- 570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN must be submitted within 5-days of request and include the following:
- Method statements related to construction hazards identified in the pre-construction information and/or statements on how hazards will be addressed and any other significant hazards identified by the contractor.
 - Details of the management structure and responsibilities
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards
 - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
 - Procedures for communication between the project team, other contractors and site operatives
 - Arrangements for co-operation and co-ordination between contractors.
 - Procedures for carrying out risk assessment and for managing and controlling the risk
 - Emergency procedures including those for fire prevention and escape.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
 - Arrangements for welfare facilities
 - Procedures for ensuring that all persons on site have received relevant health and safety information and any appropriate training.
 - Arrangements for consulting and taking the views of people on site.
 - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
 - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
 - Review procedures to obtain feedback.

A30 - Total carried forwards to p23

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

- 121 CA: means the person nominated in the Contract as Landscape Architect or Contract Administrator or his authorised representative.
- 130 IN WRITING: When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.
- 140 APPROVAL: (and words derived therefrom) means the approval in writing of the CA unless specified otherwise.
- 145 SUBMIT (and words derived therefrom) means to the CA unless otherwise instructed.
- 295 PRACTICAL COMPLETION: Practical completion is deemed to mean that the works are complete and capable of beneficial occupation (use by the public), all snagging items have been completed, site personnel have vacated the site, the maintenance manuals have been prepared and handed over and information required by the CDM co-ordinator for inclusion in the Health and Safety File has been handed over.

Total carried forwards

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- 410 ADDITIONAL COPIES OF DRAWINGS: Two copies of drawings (not counting any certified copy of the Contract Drawings) will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.
- 431 ADDITIONAL COPIES OF SPECIFICATION/SCHEDULES: After execution of the Contract, two copies of the Specification/Schedules will be issued to the Contractor. Additional copies will be issued on request, if available, but will be charged to the Contractor.
- 440 DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings.
- 450 THE MEASURED QUANTITIES: For purposes of ordering products and constructing the Works:
 - The accuracy and sufficiency of the measured quantities is not guaranteed.
 - The specification and drawings shall take precedence over the measured quantities.
- 460 THE SPECIFICATION: All sections of the specification must be read in conjunction with Main Contract Preliminaries/General conditions.

A31 - Total carried forwards to p23

A32 MANAGEMENT OF THE WORKS

GENERALLY

- 110 SUPERVISION: Accept responsibility for co-ordination, supervision and administration of the Works, including all subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.
- 120 INSURANCE: Before starting work on site submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.
- 130 INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.
- 141 CLIMATIC CONDITIONS - RECORDS: Prior to Practical Completion keep an accurate record of:
 - Daily maximum and minimum air temperatures (including overnight).
 - Delays due to adverse weather, including description of the weather, type(s) of work affected and number of hours lost.
 Failure to keep such records could prejudice any claim for extension of time on grounds of adverse weather.

Total carried forwards

PROGRAMME/PROGRESS

- 205 ANTICIPATED PROGRAMME DATES:
 - 6th May to 8th June 2019 – to be confirmed

- 212 PROGRAMME:
 - Before commencing work, submit an outline programme of proposed work identifying the sequence of operations and how works will be progressed in order to maintain pedestrian access.

- 301 ADVERSE WEATHER: Use all reasonable and suitable aids and methods to prevent or minimise delays during adverse weather conditions.

- 302 EXCEPTIONALLY ADVERSE WEATHER is defined as that which is different from that expected for the time of year taken as an average over the past ten years as recorded on the roof of the appropriate meteorological office.

- 310 EXTENSIONS OF TIMES: When a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract clause 2.7, written notice must also be given of all other causes which apply concurrently. The Contractor shall, as soon as possible, submit to the CA:
 - Relevant particulars of the expected effects, if appropriate related to the concurrent causes,
 - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion, and
 - All other relevant information required by the CA.

CONTROL OF COST

- 430 ESTIMATED COST OF VARIATIONS: If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days.

- 432 PROPOSED INSTRUCTIONS: If the CA issues details of a proposed instruction with a request for an estimate of cost, submit such an estimate without delay and in any case within 7 days. The estimate must include:
 - A detailed breakdown of the cost including any allowance for direct loss and expense.
 - Details of any additional resources which may be required.
 - Details of any adjustments which may have to be made to the programme for the Works.
 - Any other information as is reasonably necessary for the CA to fully assess the implications of issuing such an instruction.
 - Inform the CA immediately if it is not possible to comply with any of the above requirements.

- 451 PROVISIONAL SUMS: Provisional sums, other than those for 'Listed' Domestic Subcontractor work or specialist supplier items, are used in this document solely to indicate gross amount inclusive of Contractor's profit and all other elements of cost. Provisional Sums will be deducted in whole or in part as required and no claim for loss of profit will be allowed in this respect. The Contractor must not order expenditure against work covered by Provisional Sums without a written instruction from the CA.

Total carried forwards

- 461 INTERIM VALUATIONS: At least 7 days before the established dates for interim valuations submit to the CA details of amounts due under the Contract together with all necessary supporting information.
- 490 SITE INSTRUCTIONS: Verbal and Site instructions are to be recorded by the Contractor. Copies / confirmation is to be sent to the CA within 7-days of the instruction.
- 491 INSTRUCTIONS BY OTHERS: Immediately notify the CA of all instructions or recommendations given by persons other than the CA and await instruction before proceeding.

A32 - Total carried forwards to p23

A33 QUALITY STANDARDS/CONTROL

MATERIALS AND WORK GENERALLY

- 110 GOOD PRACTICE: Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:
 - Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
 - In accordance with relevant good practice.
- 121 GENERAL QUALITY OF PRODUCTS:
 - Products to be new unless otherwise specified.
 - For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested.
 - Where a choice of manufacturer or source is allowed for any particular product, the whole quantity required must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested.
 - Ensure that the whole quantity of each product required is of consistent kind, size, quality and overall appearance.
 - Where consistency of appearance is desirable ensure consistency of supply from the same source. Do not use different colour batches where they can be seen together.
 - If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.
- 131 PROPRIETARY PRODUCTS:
 - Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations. Inform CA if these conflict with any other specified requirement. Submit copies when requested.
 - The tender will be deemed to be based on the products specified and recommendations on their use given in the manufacturers' literature current at the date of tender.
 - Where British Board of Agrément certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

Total carried forwards

- 141 CHECKING COMPLIANCE OF PRODUCTS: Check all documentation and the products themselves to ensure compliance with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:
- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
 - All accessories and fixings which should be supplied with the products have been supplied.
 - Sizes are correct. Where tolerances are critical, measure a sufficient quantity to ensure compliance.
 - The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
 - The products are clean, undamaged and in good condition.
 - Products which have a limited shelf life are not out of date.

- 151 PROTECTION OF PRODUCTS:
- Prevent over-stressing, distortion and other damage.
 - Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.
 - Keep dry to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement between stored products.
 - Prevent excessively high or low temperatures and rapid changes of temperature in the products.
 - Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
 - Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
 - Keep different types and grades of products separately and adequately identified.
 - Keep products in their original wrappings, packings or containers until immediately before they are used. Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
 - Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

<i>Total carried forwards</i>	

- 171 **GENERAL QUALITY OF WORKMANSHIP:**
- Operatives must be appropriately skilled and experienced for the type and quality of work.
 - Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
 - Inspect components and products carefully before fixing or using and reject any which are defective.
 - Where re-using existing materials, or using materials supplied by the employer, identify any shortfall in quantity or quality and seek instruction.
 - If materials are not suitable to achieve the standards specified or implied, obtain instruction.
 - Fix or lay securely, accurately and in alignment.
 - Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20.
 - Provide suitable packings at screwed and bolted fixings to take up tolerances and prevent distortion. Do not overtighten.
 - Adjust location and fixing of components and products so that joints which are open to view are even and regular.
- Ensure that all moving parts operate properly and freely. Do not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval.
- 191 **WATER FOR THE WORKS:** There is no water supply on site. The contractor is to provide water for the works. If other than mains supply is proposed provide evidence of suitability.
- SAMPLES/APPROVALS**
- 211 **SAMPLES:** Where approval of a product is specified the requirement for approval relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.
- 240 **APPROVALS:** Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:
- Date of inspection
 - Part of the work inspected
 - Respects or characteristics which are approved
 - Extent and purpose of the approval
 - Any associated conditions.
- ACCURACY/SETTING OUT GENERALLY**
- 321 **SETTING OUT:** Check the levels and dimensions of the site against those shown on the drawings, and record the results on a copy of the drawings. Notify CA in writing of any discrepancies and obtain instructions before proceeding.
- 322 **SETTING OUT:** Inform CA when overall setting out is complete and before commencing construction.

Total carried forwards

- SERVICES GENERALLY**
- 410 SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.
- SUPERVISION/INSPECTION/DEFECTIVE WORK**
- 510 SUPERVISION: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- WORK AT OR AFTER COMPLETION**
- 612 GENERALLY:
- Make good all damage consequent upon the work.
 - Remove all temporary markings and protective coverings.
 - Clean the works thoroughly remove all splashes, deposits, efflorescence, rubbish and surplus materials.
 - Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials.
 - Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
 - Touch up minor faults in newly painted/repainted work, carefully matching colour. Repaint badly marked areas back to suitable breaks or junctions.
 - Adjust, ease and lubricate moving parts as necessary to ensure easy and efficient operation.
- 641 SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer.
- 650 MAKING GOOD DEFECTS: Make arrangements with the Employer and give reasonable notice of the precise dates for access to the various parts of the Works for purposes of making good defects. Inform CA when remedial works to the various parts of the Works are completed.

A33 - Total carried forwards to p23

A34 SECURITY/SAFETY/PROTECTION

- GENERALLY**
- 110a THE PRE-CONSTRUCTION INFORMATION: is integral with the project Preliminaries, including but not restricted to the sections set out below.
- Nature of the project: Section A10 and A13.
 - The existing environment: Section A12.
 - Existing drawings: Sections A11 and A12.
 - The design: Section A34
 - Construction materials: Section A34
 - Site-wide elements: Section A12.
 - Overlap with client's undertaking: Sections A34 and A36.
 - Site Rules: Sections A34 and A35.
 - Continuing liaison: Section A31.

Total carried forwards

- 140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN:
 - Submission: Present to the Employer/ Client no later than one week before commencement.
 - Confirmation: Do not start construction work until the Employer has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
 - Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

- 132 OCCUPIED PREMISES: There are no occupied premises within the site, however the site will remain open to public access. Pedestrian Access along the route of registered Public rights of way is to be maintained at all times.

PROTECT AGAINST THE FOLLOWING:

- 221 NOISE:
 - Comply generally with the recommendations of BS 5228: Part 1, clause 7.3 for minimising noise levels during the execution of the works.
 - Noise levels from the works are to be kept below 80 dB(A) when measured from 2m.
 - Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
 - Do not use pneumatic drills and other noisy appliances before 8.30am and day without consent of the CA.
 - Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.

- 231 POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including ditches and the River Somer.

- 233 FUEL, LUBRICANTS AND HYDRAULIC FLUIDS:
 - Store and handle, including refuelling, only on hardstanding or other approved areas, away from watercourses and drains.
 - Keep well away from soil, planting and grassed areas.
 - Ensure that vehicles and plant are secure from leakage and spillage. If spillage occurs, take appropriate emergency action and inform the CA immediately.

- 350 PESTICIDES:
 - Use: Not permitted

- 240 NUISANCE: Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

- 265 BURNING ON SITE: of materials arising from the work will **not be permitted**.

<i>Total carried forwards</i>	

- 291 **WASTE:**
- Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.
 - Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
 - Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations.
 - Retain waste transfer documentation on site.
- PROTECT THE FOLLOWING**
- 410 **WORK IN ALL SECTIONS:** Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.
- 421 **EXISTING SERVICES:**
- Notify all service authorities and adjacent owners of the proposed works not less than one week before commencing site operations.
 - Before starting work check positions of existing services.
 - Observe service authority’s recommendations for work adjacent to existing services. Do not interfere with their operation without consent of the service authorities or other owners.
 - If any damage to services results from the Works, notify CA and appropriate service authority without delay. Make arrangements for making good without delay to the satisfaction of the service authority or other owner as appropriate.
 - Replace marker tapes or protective covers disturbed by site operations to the service authority’s recommendations.
- 430 **ROADS AND FOOTPATHS:** Adequately maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.
- 435 **EXISTING TOPSOIL/SUBSOIL:** Before starting work, submit to the CA, proposals for protecting existing topsoil and subsoil from over compaction in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- 440 **RETAINED TREES/HEDGES/SHRUBS/GRASSED AREAS:**
- Adequately protect and preserve, except those which are to be removed.
 - Protective measures are to address protection of aerial parts and root zones (Root Protection Areas)
 - Replace to approval or treat as instructed any species or areas damaged or removed without approval.
 - Mature trees and shrubs which, due to the Contractor’s negligence, are uprooted, destroyed, or in the opinion of the CA, damaged beyond reasonable chance of survival in their original shape, must be replaced with those of a similar type and age at the Contractor’s expense.

<i>Total carried forwards</i>	

- 445 TREES TO BE RETAINED: Unless agreed otherwise by the CA, within the root protection area (RPA) do not:
- Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation.
 - Cause compaction through vehicular or regular pedestrian access.
 - Sever roots.
 - Change level of ground.
- Refer also to A35 Clause 131 for more specific details of necessary works and restrictions on working methods within Root Protection Areas.
- The RPA should be considered to include the following:
- Western section of path: the entire width of the path
 - Bank between celebration meadow and path: canopy spread + 1/3 for any tree
 - Eastern section of path; Entire width between northern margin of path and river bank.
- 450 EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features which are to remain in position during the execution of the Works.

A34 - Total carried forwards to p23

A35 SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING

- 110 SCOPE: The limitations described in this section are supplementary to any described or implicit in information given in other sections or on the drawings.
- 130 METHOD/SEQUENCE OF WORK: FOOTPATH TO REMAIN OPEN
- The footpath path subject to the works is a public right of way (ref: PROW CL24/43) – it is not intended to apply for a diversion or temporary closure of this path, so all works to be undertaken in a manner to allow ongoing public access.
- The contractor is required to undertake works in a sequence and manner that disrupts as little of the path as possible at any one time with measures in place to direct users of the footpath safely past the works. In theory the route of the footpath as indicated on the records maps must remain open to access at all times. In practice minor short term diversions, slightly off the legal route are likely to be permissible.
- If in doubt consult the B&NES PROW Team – tel: 01225 394943
- 131 METHOD/SEQUENCE OF WORK: CONSTRUCTION ACCESS VIA PATH ROUTE:
- In so far as possible all access to the work areas with plant is to be made from the footpath route itself to minimise impact on adjacent soils and vegetation and to comply with A35 132 below.
- In practice this will mean excavating from one end, tracking over the yet to be excavated path route and depositing material and then tracking over the newly deposited and spread material to deposit material for the next section.

Total carried forwards

132 METHOD/SEQUENCE OF WORK: ECOLOGICAL SUPERVISION OF INITIAL CLEARANCE FOR EASTERN PORTION OF ROUTE:

The site has potential presence of reptiles and amphibians, some of which are protected species. It will be necessary for the initial clearance of the longer grass along the route of the eastern portion of the path to be undertaken under the supervision of the client's ecologist. (see also B 5.2 below)

133 LIMITATIONS ON WORKS / WORK METHODS WITHIN ROOT PROTECTION AREAS (RPA's) FOR RETAINED TREES:

The entire western portion of the path, below the Celebration Meadow is within root protection areas. These largely employ no-dig construction techniques.

Whilst in general terms, all operations covered by A34 clause 445 are prohibited within Root Protection Areas, where specifically necessary for execution of the works, the following operations / work methods are permissible:

- Passage of plant over existing paved surfaces and existing gravel surfaces, provided these remain firm and un-rutted. If rutting begins to occur, cease such access immediately, and employ additional ground protection as A36 clause 326.
- Passage of plant and personnel over grass / soil areas on condition that temporary ground protection as A36 clause 326 is installed.
- Excavation of existing hard surfaces and hoggin using mechanical plant provided all plant works from the hard surface or from temporary ground protection. Such excavation to be to the minimum depth necessary to install the specified works. If significant amounts of tree roots are uncovered (even significant volume of small fibrous roots) stop work and obtain instruction). The contractor should allow for some foreseeable disruption to works due to this cause.
- Excavation of trenches and footings by hand on condition that any roots encountered in excess of 25mm diameter are not severed but carefully retained, bridging the trench. Where this is not possible, seek instruction before progressing.

140 ACCESS TO THE SITE: See section A12.

150 USE OF THE SITE: See section A12

190 WORKING HOURS:

07.30-18.00 Mondays to Fridays (17.00 in winter months)

08.00-13.00 Saturdays

No work on Sundays or Public Holidays

No use of noisy machinery before 8.30am any day.

A35 - Total carried forwards to p23

A36 FACILITIES/TEMPORARY WORK/SERVICES

110 LOCATIONS: Inform CA of the intended siting of all spoil heaps, temporary works and services.

320 TEMPORARY FENCE(S) / HOARDING(S):

Supply and erect temporary fences to working areas or any areas that are not safe for public access

Total carried forwards

- 325 **TEMPORARY FENCING TO EXISTING TREES/VEGETATION:**
With the nature of the works and proximity to retained trees, temporary fencing to protect trees is not proposed, however the contractor is to provide a method statement as required in A30 500.

- 326 **GROUND PROTECTION:** Tree Root Protection Areas (RPA's) are defined on drawing MSN656/Drg03. Where access is required over RPA's or where RPA's are not fully protected by existing surfaces, ground protection measures are to be employed to minimise risk of compaction and damage to root zones. Protection to comprise one of the following:
 - Minimum 150mm depth hardcore laid over reinforcing mesh e.g. Tensar SS Geogrid.
 - Proprietary metal, plastic timber trackway
 - Other methods to approval.
Submit proposals for materials and method statement to CA for approval.

- 331 **SIGNAGE:** provide signage at either end of the path. Exact wording to be agreed, suitable to inform pedestrians that works are underway, advising them that the footpath remains open and of measures in place to ensure their safe passage in accordance with the method statement require by A30 500.
See also A35 130 – Method / sequence of works and A34 generally.

- 433 **WATER:** The Contractor will be responsible for providing a sufficient supply of clean fresh water for the execution of the Works. Obtain CA's approval before using a supply other than potable mains water.

A36 - Total carried forwards to p23

A37 OPERATION/MAINTENANCE OF THE FINISHED WORKS

- 120 **THE HEALTH AND SAFETY FILE**
 - Responsibility: The contractor
 - Content: Obtain and provide all information relevant to the health and safety of operatives who may in future maintain or dismantle the works
 - Format: A4 hard copy accompanied by digital PDF format version.
 Delivery: to CA before Practical Completion.

A37 - Total carried forwards to p23

A40 CONTRACTORS GENERAL COST ITEMS: MANAGEMENT AND STAFF

- 110 **MANAGEMENT AND STAFF**
 - Cost significant items: Contractor to list below.

A40 - Total carried forwards to p23

A41 CONTRACTORS GENERAL COST ITEMS: SITE ACCOMMODATION

110	SITE ACCOMMODATION For details of site accommodation required or made/not made available by the Employer see section A36. • Cost significant items: Contractor to list below		
A41 - Total carried forwards to p23			
A42	CONTRACTORS GENERAL COST ITEMS: SERVICES AND FACILITIES		
110	SERVICES AND FACILITIES For details of services and facilities required or made/not made available by the Employer see section A36. • Cost significant items: Contractor to list below		
A42 - Total carried forwards to p23			
A43	CONTRACTORS GENERAL COST ITEMS: MECHANICAL PLANT		
110	MECHANICAL PLANT • Cost significant items: Contractor to list below.		
A43 - Total carried forwards to p23			
A44	CONTRACTORS GENERAL COST ITEMS: TEMPORARY WORKS		
110	TEMPORARY WORKS For details of temporary works required or made/not made available by the Employer see section A36. • Cost significant items: Contractor to list below.		
A44 - Total carried forwards to p23			
A54	PROVISIONAL WORK/ITEMS Provisional sums include contractors OHP		
110	Provisional sum for additional type 1 to soft spots and hollows – supply, spread and roll in.	£1,000	
111	Provisional sum for supply and delivery of seats – 3no.	£3,000	
112	Provisional sum for supply and delivery of litter bins – 2no.	£1,500	
590	CONTINGENCIES: • Include the Provisional Sum of £7,000	£7,000	
A54 - Total carried forwards to p23		£12,500	

PRELIMINARIES – FINANCIAL SUMMARY

		£	p
A10	PROJECT PARTICULARS		
A11	DRAWINGS		
A12	THE SITE		
A13	DESCRIPTION OF THE WORK		
A20	THE CONTRACT		
A30	TENDERING/SUBLETTING/SUPPLY		
A31	PROVISION, CONTENT AND USE OF DOCUMENTS		
A32	MANAGEMENT OF THE WORKS		
A33	QUALITY STANDARDS/CONTROL		
A34	SECURITY/SAFETY/PROTECTION		
A35	SPECIFIC LIMITATIONS ON METHOD / SEQUENCE / TIMING		
A36	FACILITIES/TEMPORARY WORK/SERVICES		
A37	OPERATION/MAINTENANCE OF THE FINISHED WORKS		
A40	CONTRACTORS GENERAL COST ITEMS: MANAGEMENT AND STAFF		
A41	CONTRACTORS GENERAL COST ITEMS: SITE ACCOMMODATION		
A42	CONTRACTORS GENERAL COST ITEMS: SERVICES AND FACILITIES		
A43	CONTRACTORS GENERAL COST ITEMS: MECHANICAL PLANT		
A44	CONTRACTORS GENERAL COST ITEMS: TEMPORARY WORKS		
A54	PROVISIONAL WORK/ITEMS		£12,500.00
	TOTAL (carry forwards to pricing summary p28) £		

Signed _____

For and on Behalf of _____

Date _____

B MATERIALS AND WORK (SPECIFICATION / SCHEDULE OF WORKS)

		qty	unit	Rate £ / p	Total £ / p
	<p>To be read in conjunction with the preliminaries and general conditions.</p> <p>All works to be undertaken in accord with the details set out in section A Preliminaries, paying particular attention to A35 130, 131 & 132 in relation to sequence and work methods.</p>				
B1	GENERAL ITEMS				
1.1	<p>Path Surface Material A specific material is specified below and <u>tenders should be based on this material</u>. However alternative materials with a Cotswold colour will be considered based on the contractors experience if this will provide a better surface or cost savings.</p>			n/a	n/a
1.2	Submit separate details of any proposed alternatives with the tender, including details of any adjustments to the depths of materials necessary to account for differences in particle size grading.			n/a	n/a
1.3	Allow for providing a finished sample area of the specified (or otherwise ultimately chosen) material at least 1m x 1m for approval		item		
Total (carry forwards to pricing summary p28)					
B2	WEST SECTION OF PATH				
2.1	Proposed path to run from the existing base of bank to a width of 2.5m towards the river. Exact alignment to be agreed on site.				
2.2	<p>Scrape over the surface of the existing path to a width of 2.5m using a spade or toothless bucket, to remove accumulated surface mud and leaf litter, revealing granular surface below, and taking care not to remove any of the granular material.</p> <p>Path length:</p>	200	m		
2.3	Arisings to be retained to river side of path for use in marrying in levels on completion.		item		
2.4	Inspect existing granular surface and report to CA any evidence of there being less than 100mm of granular materials and seek instruction		item		
2.5	Regrade any distinct lumps and hollows in existing surface, removing lumps and filling hollows using existing material.		item		
2.6	Provide a rate for supply, spread and rolling of additional type 1 to make up deficiencies. See A54 for Provisional Sums.	per	m ³	n/a	n/a

2.7	<p>Supply, spread and compact to provide finished depth of 100mm of self-binding path gravel:</p> <p>Smiths of Bletchington crushed limestone, self-binding gravel material, laid and compacted in accordance with supplier's advice. https://www.smithsbletchington.co.uk/assets/files/Path%20Gravel%20NEW.pdf to give a firm and even surface.</p> <p>Due to depth allow for spreading and compacting in two layers.</p> <p>2.5m width x path length</p>	200	m		
2.8	<p>Make good edges: spread and grade retained mud and leaf litter scraped from path surface, supplemented with topsoil from sections B3 to B5 below, to provide gentle grade from level of new path surface, to meet existing levels of top of river bank.</p>	200	m		
Total (carry forwards to pricing summary p28)					
B3	BAYS FOR SEATS & LITTER BINS				
3.1	<p>Excavate bay areas 4.8m long with chamfered ends and 1m back from edge of path / base of existing bank as indicated on Drg03.</p> <ul style="list-style-type: none"> • Cut face of bank to a crisp profile to be faced with paving slab revetment as detail on Drg03. • Cut trench to take toe of paving slab revetment. (See 3.3 below). • Include for excavation for fixing pads for seats (see 3.4 below) <p>3no. bays.</p>		item		
3.2	<p>Any soil from this excavation to be stockpiled in a location on site, to be agreed, for making good and for future use in a subsequent contracts.</p>		item		
3.3	<p>Supply and install 600x900 paving slabs to form revetment to back and ends of seat bay as detail on Drg03. N.B allow for two-man handling or mechanical handling of slabs due to weight.</p> <ul style="list-style-type: none"> • Slabs to be standard "pimple finish" or "Council" paving slabs – colour: natural grey • Allow for neatly chamfering of slabs at corners to achieve a neat finish with slabs tightly abutting. • Top of slabs at each end of chamfer to be cut to an angle to follow slope of bank. • Set slabs on a concrete regulating bed and back fill base of slab with concrete haunch to within 100mm of surface. <p>3no x 5.4m length run of slabs.</p>		item		
3.4	<p>Supply and lay concrete pads for securing seats. Allow for 2no, pads 500mm x 350mm x 150mm deep – one at each end of each bench. Bench set to one side of bay to provide wheelchair space to one end.</p> <p>Top of pad to be at finished path level.</p>	6	no.		

3.5	Supply and spread 100mm depth granular path surface as 2.7 above into seating bay.		item		
3.6	Supply and install seats in accord with manufacturer's recommendations: <ul style="list-style-type: none"> • Allow for 2no. fixings through each end of each seat into concrete pad below. • Assume fixings included in provisional sum for seats. • See A54 for provisional sum for seats themselves. • Allow for labour only to fix in place here. 3 seats x 2 fixings x 2 ends	12	no.		
3.7	Supply and lay concrete pads for litter bins: allow for pad 500x500mm x 150mm deep.	2	no.		
3.8	Supply and install litter bins in accord with manufacturer recommendations. <ul style="list-style-type: none"> • Allow for 2no. fixings for each bin into concrete pad below. • Assume fixings included in provisional sum for bins. • See A54 for provisional sum for bins. • Allow for labour only to fix in place here. 2 bins x 2 fixings	4	no.		
Total (carry forwards to pricing summary p28)					
B4	STEPS				
4.1	Exact location and alignment to be agreed on site. Steps 1.2m wide				
4.2	Excavate area for steps to allow construction as shown on drawing MSN656/Drg07				
4.3	Soil arising to be stockpiled in a location on site, to be agreed, for future use in a subsequent contract.				
4.4	Construct steps including for 150mm type 1 hardcore base, formwork, steel reinforcing bars and concrete steps as shown on the drawing. <ul style="list-style-type: none"> • Steps to finish with neat regular sides. • Treads to have a 5mm fall to front for drainage • Plain concrete with brushed finish • Include for movement joints as shown Western steps – finished volume of concrete as shown: Eastern steps – finished volume of concrete as shown:	2.9 2.42	m ³ m ³		
4.5	Supply and Fix Handrails: <ul style="list-style-type: none"> • Loading class to BS 6399-1 • 48.3mm dia. steel tube • Fully welded construction. • Finish: hot dipped galvanised • Prepare workshop drawings for fabrication of handrails using as-built dimensions of steps and submit for comment / approval • Fixing: either base plate resin bolted to concrete steps or root mounted, resin fixed into neat hole drilled in step tread. 				

	Handrail to western steps Handrail to Eastern steps		Item Item		
4.6	Re-grade / re-proliferate soil to either side of steps to largely bury the sides of the steps, soil graded to marry with level of treads. Use soil retained from initial excavation as required.		Item		
Total (carry forwards to pricing summary p28)					
B5	EAST SECTION OF PATH				
5.1	Mark out and agree route of path on site				
5.2	Cut vegetation along the route of the path and for a 1m margin either side plus any required working area (the extent of latter to be kept to a minimum) to a height of 50mm. This work is to be undertaken under the supervision of the employer's ecologist who will check for and re-locate any reptiles or amphibians found. Depending on height of vegetation at the time of the works, this may require an initial cut to 200-300mm height followed by the closer cut. Allow for this two-stage cut and up to 4 hours disturbance to normal progress while the ecologist checks the area. Also allow for providing at least three days' notice for the Ecologist to attend.		item		
5.3	Excavate line of path to a width of 2.5m and depth of 200mm, maintaining crisp edges to the sides of the excavation to form path edges (no boards or other physical edging proposed). Path length:	155	m		
5.4	Soil arising to be stockpiled in a location on site, to be agreed, for future use in a subsequent contract.		item		
5.5	Check subgrade for soft spots and supply spread and roll in additional Type 1. Provide a rate for to supply and lay this additional material. See A54 for provisional sums	per	m ³	n/a	n/a
5.6	Supply and lay geogrid: <ul style="list-style-type: none"> • Tensar TriAx TX150 available from merchants, check https://www.tensar.co.uk/Supplier-Network for details of suppliers. • N.B the grid is supplied in rolls 4m wide x 75m long, so will need to be cut into 4m x 2.5m wide strips to be laid along the curve of the path route. • Allow at least 300mm overlap of adjacent pieces in all cases. • Finished path length: 	155	m		
5.7	Supply and spread 150mm layer type 1 sub-base and compact. 2.5m width x path length:	155	m		
5.8	Supply, spread and compact to provide finished depth of min. 50mm				

	<p>of self-binding path gravel:</p> <ul style="list-style-type: none"> • Smiths of Bletchington crushed limestone gravel material, laid and compacted in accordance with supplier's advice. • https://www.smithsbletchington.co.uk/assets/files/Path%20Gravel%20NEW.pdf • 2.5m width x path length: 	155	m		
5.9	Make good sides of path and areas disturbed by the works.		item		
Total (carry forwards to pricing summary p28)					

Pricing Summary

		£ / p
A	PRELIMINARIES, including provisional sums (carry forward figure from page 23)	
B	MATERIALS AND WORK	
B1	General Items	
B2	West Section of Path	
B3	Bays for seats and litter bins	
B4	Steps	
B5	East Section of Path	
	GRAND TOTAL – CARY FORWARD TO FORM OF TENDER (page 1)	

Signed _____

For and on Behalf of _____

Date _____