



PARTY WALL ACTION SCHEDULE FOR THE CONSTRUCTION PROCESS

Client: IPS Pension Builder (Mr A.P. Baker, Mr P. Cockhill and Mrs F.G. Cockhill)

Project: Proposed demolition of the existing Old Stone Works and erection of a medical centre, a dojo centre and two residential dwellings

Address: Old Orchard, Walcot Street, Bath

Prepared by: P. M. Davies – Party Wall Surveyor for the Building Owner

Dated May 2010

0.0 Notes:

0.1 This document is to be included for tender action, and relies on the tendering contractors being in possession of the following drawings and documents:

7 no. Party Wall Awards (with associated schedules of condition notes and record photographs) as pre-agreed with BANES (Head land owner of Walcot Yard to the north), London and Argyll (Landlord of Walcot Yard to the north), Picochip (Tenant of the Walcot Yard offices to the north, and associated car park), Evolving Systems (Tenant of the Walcot Yard offices to the north, and associated car park, Frogmore (Land owner of the river bank and associated retaining wall to the east, the bin store and Head landlord of the Beehive Yard development), Mr and Mrs Green (landlord of the access route at the end of Old Orchard to the south, and owners of The Foundry buildings), Old Orchard (Bath) Management Limited (owners of the retaining wall and associated car park to the west).

The structural engineers method statement for excavation and construction adjacent to the retaining wall to the west of the site.

A CD of photographs showing the condition of the surrounding properties as a record.

DVD's of the CCTV sewer surveys under the site and surrounding properties.

Drawings:

Party Wall drawings numbered – CL 381 – 1 / 1000 revision....., and 2000 revision

Architects drawings numbered –

Structural Engineers drawings numbered -

0.2 This document is to also be circulated to the Architect, Structural Engineer, and Landscape Designer, as actions are required from these parties.

Item	Description	Action by
1.0	ACTIONS REQUIRED DURING THE TENDER PROCESS:	
1.1	As tenders are prepared, the tendering contractors are to prepare a critical path programme of works, to encompass all actions and timescales required from commencement on site, including demolition etc., until Practical Completion / hand over to the Building Owners. This programme of works is to	

	clearly identify the first date that access to adjoining owners property is required, and is to be noted to north, west south and east boundaries. The programme of works must also indicate notional times when scaffold can be struck outside of the boundaries, and the areas outside the boundaries made good as may be required, and the areas outside of the boundaries to the north, west, east and south, be handed back to the Adjoining Owners. Supply 8 copies to the Party Wall Surveyor, along with evidence of Employers and Public Liability insurances to the value of £10 million for each and every claim.	Tendering contractors
1.2	Allow for costs associated with all works as noted within the 7 Party Wall Awards, if not already noted within the Bills of Quantities / specification, including a permanent banks man for access in and out of the site along Old Orchard / Foundry Lane, and for contact with adjoining owners in respect of their traffic movements and providing associated notice to adjoining owners of incoming / outgoing traffic.	Tendering contractors
1.3	Tendering contractors to note that works are to be carried out without access over or excavation of the car parking space noted on drawing no. CL 381 – 1 / 1000, as being in the ownership of Mr. Guy Spencer. The tenants of his building as noted on this drawing are not prepared to vacate their parking space or allow access over their parking space for the duration of the works, and as such, no agreement has been reached to this affect. Allow for working around this space only, leaving access for a car both from and to this space at all times, and for protecting their car from damage and for ensuring contractors insurance covers such damage should damage occur. Should the tenants complain that their car has become dusty during the works, allow for cleaning their car, or for paying them to have their car cleaned.	Tendering contractors
2.0	ACTIONS REQUIRED PRE COMMENCEMENT OF WORKS	
2.1	PRIOR TO COMMENCEMENT take up to date record photographs of the access route along Old Orchard Highway, from Walcot Street down to the gates to The Foundry, and in particular the condition of the stone walls along the access route, and write formally to the owners / tenants of these properties either side of this access, pointing out the date that works are due to commence, and enclosing a copy of the photographs taken, to avoid claims against the contractor during the works, as the condition of these walls are poor.	Contractor
2.2	PRIOR TO COMMENCEMENT contact Paul Davies, the party wall surveyor (01225 330716) at least 4 weeks in advance of the commencement of works on site, with the date for commencement, so he may inform the Adjoining Owners' Party Wall Surveyors, and request access to relevant areas around the site on behalf of the works.	Contractor / PWS
2.3	IMMEDIATELY PRIOR TO ANY WORKS COMMENCING ON SITE, previously advise the Paul Davies, the party wall surveyor of the date, and erect and paint the hoarding around the site as indicated on drawing no. CL 381 – 1 / 2000, accessing from the site where possible, and only from Walcot Yard car park / Old Orchard Cottages car park when necessary, and with prior agreement to enter. When this hoarding is erected, the first action prior to any excavation is to dig a trial hole by hand, to a depth of 1.2m, behind the Walcot Yard car park retaining wall on the adjoining owners land, where this wall meets the boundary retaining wall to be removed, and invite the structural engineer to site to design any temporary propping / strengthening to this wall that may be required. The structural engineer is to assess the wall, and issue any strengthening work design to the contractor and party wall. The contractor is to issue a method statement in respect of the works to the party wall surveyor, who will then obtain agreement from the adjoining owners surveyor for these works to go ahead. No excavation works within 6m of any boundary may take place prior to the party wall surveyor confirming this agreement.	Contractor / PWS Contractor / ENG. STRUCTURAL ENG.
2.4	IMMEDIATELY PRIOR TO ANY WORKS COMMENCING ON SITE, and to a date pre-agreed by the party wall surveyor, remove the planter to the south of the site, running east of the Foundry building, but retaining the southern end of the planter with the small tree set in, all as indicated on drawing no CL 381 – 1 / 2000. Lay compacted fill and stone up the length of the planter removed, to form a temporary vehicle access / parking area for the tenants of the Foundry building, so as they may re-site their vehicles during the works, releasing the	

	parking spaces at the southern boundary (except that owned by Mr Spencer – see note under 1.3 above. This space is clearly defined by different coloured sets around the space, so ensure that neither these different coloured edge sets nor the sets within that parking space are disturbed). Allow for signs and notices etc, and for re-siting of one of this area ground bollard lights / ensuring lights are operational etc.	Contractor
2.5	Accurately record the EXACT position of the 3 no. Parking spaces along The Foundry access driveway. These will need to be reinstated in their exact position at the end of the contract.	Contractor
3.0	ACTIONS REQUIRED FROM COMMENCEMENT ON SITE UNTIL PRACTICAL COMPLETION	
3.1	GENERAL REQUIREMENTS FOR ALL AWARDS	
3.1.1	Hours of working to be 8am until 5pm, Mondays to Fridays, with no works on evenings, weekends or bank holidays. Works on Saturdays will only be permitted by pre-agreement with the adjoining owners.	Contractor
3.1.2	Only use tools / machines fitted with silencers and no site radios that may affect the adjoining owners are to be used.	Contractor
3.1.3	Piled foundations to be core drilled, not hammer driven or displacement piles, to limit noise and vibration.	Contractor
3.1.4	Prior to removing the scaffolding access around the site, decorate and coat the timber rain screen as specified, including a full application of the fire retardant clear coating to achieve class 0 surface spread of flame.	Contractor
3.1.5	Ensure any damage caused beyond the site boundaries are made good under contractors insurances.	Contractor
3.1.6	Provide the party wall surveyor with method statements for each operation that is carried out within 6m of all boundaries	Contractor
3.1.7	Remove the hoardings / fencing at the earliest opportunity so as not to inconvenience adjoining owners more than is required.	Contractor
3.2	SPECIFIC REQUIREMENTS IN RELATION TO THE NORTH BOUNDARY WITH WALCOT YARD – note the adjoining owners party wall surveyors are Mr. Marc Beakhouse of BANES, and Mr. Robert Locke of Nash Partnership. Contact Paul Davies only as noted below, and he will contact the adjoining owners surveyors.	
3.2.1	Maintain the decoration and condition of the hoarding throughout the contract, apply fresh coats of paint should the hoarding become damaged or defaced.	Contractor
3.2.2	The finished face of the slate walling to be on the boundary line as dimensioned on drawing no. CL 381 – 1 / 2000. The adjoining owners have accepted that the projecting boarding over can overhang the boundary. The hoarding line to be set out on the dot-dashed line as indicated on the same drawing.	Contractor
3.2.3	Provide a drawing showing a proposed extension of the hard landscaping on the adjoining owners side of the boundary, where the hedging has been removed, for agreement between the party wall surveyors, showing materials proposed and falls to gullies on the adjoining owners side of the boundary. Allow costs associated with this hard landscaping, and carry out these works prior to removing the hoarding. Contact the party wall surveyor when these works are completed, to allow inspection, as the works are to be carried out to the satisfaction of the two surveyors.	Landscape designer Contractor / PWS
3.2.4	Ensure that any damaged sewers beneath the site, for the extent of the site,	

	are repaired / made good to the satisfaction of Wessex Water, and of the two surveyors. Supply the party wall surveyor with 4 copies of a CCTV survey of all sewers sunning beneath the site on completion, as proof that these works have been carried out.	Contractor
3.3	SPECIFIC REQUIREMENTS IN RELATION TO THE EAST BOUNDARY WITH THE FOOTPATH ALONG THE RIVER BANK, AND ASSOCIATED RIVER BANK – note the adjoining owners party wall surveyor is Mr. Martin Walker of King Sturge LLP. Contact Paul Davies only as noted below, and he will contact the adjoining owners surveyor.	
3.3.1	Correctly remove the knotweed in the north east corner of the site, and dispose of as specified within the contract documents.	Contractor
3.3.2	Removal of the low 100mm thick brickwork wall and the trees and shrubs to the river bank immediately east of the site is all previously agreed with the adjoining owners. Provide all necessary support to the river bank as may be required during this operation. When cleared, and before excavation commences, provide access for the party wall surveyors to clearly view the condition of the river bank wall and the pier to the north of this wall, by barge / boat / projecting scaffold. Works may be required to the river bank retaining wall, but this will not be a known amount until the inspection of the wall has taken place.	Contractor / PWS
3.4	SPECIFIC REQUIREMENTS IN RELATION TO THE SOUTH BOUNDARY WITH THE FOUNDRY LANE / BEEHIVE YARD ACCESS, AND ASSOCIATED COMMERCIAL BUILDINGS (FOUNDRY LANE ALSO FORMS THE CONTRACTORS ACCESS ROUTE TO THE SITE) – note the adjoining owners party wall surveyor is Mr. Martin Walker of King Sturge LLP. Contact Paul Davies only as noted below, and he will contact the adjoining owners surveyor.	
3.4.1	Hoarding line to be agreed between the two surveyors. Contact the party wall surveyor and invite to site to agree, allowing two weeks notice for erection of the hoarding. No hoarding to be erected until the temporary parking area has been formed at the east side of The Foundry Buildings, as noted on drawing no. CL 381 – 1 / 2000.	Contractor / PWS
3.4.2	Remove the large tree adjacent to the boundary wall, immediately east of the access gates to the Stone Works Yard, and grind down the stump to below ground level. This has been agreed.	Contractor
3.4.3	At no time is either the access route to the site that is outside of the boundary of ownership to be blocked by parked contractors vehicles, and neither is the temporary parking area to the east of The Foundry Buildings to be used by the contractor or sub-contractors – this area is for the tenants of The Foundry buildings only. The contractor is to ensure that any vehicles that are brought to site are either parked on site (within area of ownership of IPS Pension Builder), or nearby parking spaces beyond the area of The Foundry as indicated on the drawings, are rented. Delivery vehicles that park in The Foundry are not to be left – they are to be removed as soon as the delivery material is off loaded. The contractor may consider transportation to site from a designated place outside of the area.	Contractor
3.4.4	Maintain the decoration and condition of the hoarding throughout the contract, apply fresh coats of paint / sheets of ply, should the hoarding become damaged or defaced.	Contractor
3.4.5	The existing bin store at the end of Foundry Lane is to be left for as long as possible. This bin store is not for the contractors use. When necessary to facilitate construction, remove the bin store (including waste within), and set the g.r.p. bins safely aside and secure them. Immediately provide a skip where shown on drawing no. CL 381 – 1 / 2000, specifically for the tenants of The Foundry, and empty this skip as soon as it fills – do not leave the skip to overflow. This skip is to be emptied and maintained on site from the moment that the existing bins area is rendered unusable, until the new bin store is completed and in use. Cover all associated costs.	Contractor

3.4.6	Prior to commencement of works, ensure that the gates to Foundry Lane, and the associated stone piers either side are fully protected during the course of the works. The condition has been pre-recorded by schedule and photographs, and any damage to the gates / piers / The Foundry Buildings will be identified at the end of the contract, and the contractor will allow for making good / repair / replacement as may be required.	Contractor/PWS
3.4.7	Set out the new structure as indicated on drawing no. CL 381-1 / 2000. The dimensions indicated show the face of the wall only. The boundary is 250mm further in to the site than shown. The boundary, therefore, is 6870mm from The Foundry Building at the corner of the retaining wall to Old Orchard Cottages Car Park, and 7750mm from The Foundry Building at the north east corner of The Foundry structures. The reinforced pile caps must remain within the site boundary – set out to the Architects requirements.	Contractor/Arch.
3.4.8	It should be noted that the parking space indicated as being in the ownership of G.R. Spencer must not be disturbed, and access to this space must be maintained at all times. The contractor has no rights to disturb this space, block access to this space, or use the air space over this space, at any time during the contract, unless the tenants of 3 The Foundry agree to re-site their vehicle to the temporary spaces provided. This has been requested, but denied by the tenants to date.	Contractor
3.4.9	During the contract, fill any holes that appear in Foundry Lane on a regular basis, and clear mud on Foundry Lane / Old Orchard Highway on a daily basis, so as the tenants of The Foundry, and other users of Old Orchard, have smooth, safe and clean access at all times.	Contractor
3.4.10	Remove all hoarding / fences / gate protection as early as possible towards the end of the contract. At Practical Completion, when all site traffic has ceased, and while the temporary parking spaces are still available, re-lay the the entire drive access (Foundry Lane) re-using the existing cleaned pavors, and with the block pavors re-set to their original position to depict the three parking spaces, buying in new pavors as may be required to replace those damaged during the works. The driveway is to be presented in at least the condition that it was in prior to commencement of works, with additional min 200mm well compacted MOT Type 1 sub fill where the tree has been removed and where any dips have been formed by site traffic. Invite the Party Wall surveyor to site on completion of these works to allow agreement to be obtained from the adjoining owners party wall surveyor. Cover all associated costs.	Contractor / PWS
3.4.11	Only when the re-lay of the access driveway has been accepted, and the tenants of The Foundry have re-sited their vehicles, reinstate the riverside walk planter, and clean stone surrounding this planter. Allow for edging, topsoil and planting all to the landscape plan that is within the tender. Allow for all costs associated.	Contractor / Landscape designer
3.5.0	SPECIFIC REQUIREMENTS IN RELATION TO THE WEST BOUNDARY WITH OLD ORCHARD COTTAGES CAR PARK – note the adjoining owners party wall surveyor is Mr. Steve Matthews of Cousins Thomas Rose. Contact Paul Davies only as noted below, and he will contact the adjoining owners surveyor.	
3.5.1	It should be noted that the adjoining owners do not want the structure erected, and have used all methods to prevent the contract proceeding. The Contractor MUST conform entirely to the requirements of the Party Wall Award. The retaining walls that separate their car park from the site are all in the ownership of the adjoining owners, and do not form party walls. The finished structure must not overhang this retaining wall, as indicated on the Architects drawings, otherwise the adjoining owners will take action to remove any overhanging parts.	Contractor to note
3.5.2	YET TO BE AGREED – ASSUMED - at a time only to be agreed with the adjoining owner's surveyor, and in full accordance with the scaffolding / access licence (yet to be issued), erect the hoarding to the dimensions indicated on drawings no. CL 381 / 1 / 2000, within the adjoining owner's property, to form the protective barrier to separate the scaffolding from the Adjoining Owners car park, and erect the scaffolding that is required to construct the two storey element of the proposed structure at the boundary. The adjoining owner will	

	not be unreasonable in granting this access within a two week period of the request. The hoarding / scaffolding will be struck on the date confirmed in the programme previously issued by the contractor. Access to the car park outside of the hoarding line will only be granted by the adjoining owner for erection of the hoarding / scaffold, and striking of the hoarding / scaffold. No other access will be permitted during the course of the works. On completion of the works, on a date to be pre-agreed with the Adjoining Owners, the contractor is to then remove the hoarding / scaffold in full accordance with the scaffold / access licence (yet to be issued).	Contractor
3.5.3	Issue a contractors method statement, referring to the engineers report / method statement, to the two surveyors for agreement to its content in respect of demolition and piling works, before works commence, and then carry out demolition and the new structural work, as indicated on the drawings, and in accordance with the structural engineers specifications and instruction, and the method statements, and without special foundations projecting over the boundary.	Contractor
3.5.4	That the Contractor will carefully take down their existing structures on their side of the wall, cutting off flush the embedded steels (not removing) that are set into the wall (so as not to affect the wall by removal) and remove roof flashings that are built into the wall. The modern plaster that is affixed to the wall will be carefully removed by hand using hand tools, and for the length of the wall on the site side, and the poor pointing will be raked out and re-pointed using a non-hydraulic lime mortar considered appropriate for use with the lime stone wall, to properly weather the wall. The final condition of the wall to be to the two surveyor's satisfaction. Contact the party wall surveyor for a joint inspection.	Contractor
3.5.5	Where the existing coping stone at the top of the wall projects over the boundary, the Building Owner will disc cut off the projection where required at the boundary to allow the new abutting structure to be raised at the boundary, and lead flashings dressed over as required. The additional request to reverse the coping stone to avoid a water ponding situation is outside of this act, and is for agreement between the two parties , but forms part of the works if agreed. Assume that this work is agreed for the tender.	Contractor
3.5.6	Trim the overhanging branches to the two silver birch trees in the adjoining owners car park, from the site side, and trimmed to the boundary, without access over the adjoining owners land. Dispose of all cut branches.	Contractor
3.5.7	The retaining walls have been photographed, and their condition recorded on a schedule, which has been agreed by the adjoining owners surveyor. Strike the scaffolding as soon as possible, and call the Party Wall surveyor to carry out a joint inspection of the walls. If any damage has occurred to the adjoining owners retaining wall since the inspection photographs, then the contractor must make good to the satisfaction of the two surveyors, and allow costs associated within their tender. Also, allow for clearing the car park of any debris, and for spreading new gravel to match the colour of the existing, if the existing is disturbed. Also, allow for replacement of any planting in the car park, beneath the scaffold, that is damaged or dies during the course of the works.	Contractor