

SKIBBEREEN STEAM MILL

INFORMATION PACK

STANDARD CONDITIONS OF ENGAGEMENT FOR CONSULTANCY SERVICES (TECHNICAL)

AN ARCHITECT-LED MULTI-DISCIPLINE SERVICE PROVIDER (MDSP)



DOCUMENT CONTROL SHEET

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1.0 – PJ BARRETT & CO – DAMP & TIMBER DECAY REPORT

Per Email Only: amorris@jbarch.ie

27th May 2024

Ms. Aoife Morris,
James Bourke Architects,
Attiquin,
Castlemartyr,
Co. Cork.

INSPECTION REPORT

Re: The Old Steam Mill, Skibbereen, Co. Cork.

The Building Inspected: A seven-bay, three-storey mill, built in the early nineteenth century with a three-bay, four-storey east elevation, later two-bay, two-storey extension to west elevation and recent extensions to south-west and south.

Purpose of Inspection: To review the timber structure generally and carry out further investigation to get a better understanding of the condition of the embedded structure.

Property Status & Limitations of Review: Some areas were not accessible, namely the top floor and south annexe.

Weather Conditions: The weather during both days of our inspection was dry.

Directions: All directions are taken from the outside, facing the main front east-facing elevation of the property and looking in from the street.

Moisture readings: All timber moisture readings were taken using a calibrated MMS2 pin and surface scanning moisture meter. Masonry readings were taken using a Radtke Messtechnik calcium carbide meter. Humidity readings were taken from the MMS 2 meter, and data logging from a Lascar EL-USB-2.

References: Any drawings in this report from Waterman Kelly are in the appendix of the CMP.

Restrictions & Limitations: Selective opening-up works were undertaken during our inspection in several locations. We have not inspected any other parts of the structure which are covered by linings, unexposed or inaccessible, and we are therefore unable to report that any such part of the property is free from defect. The findings of this report are not a complete condition report but allow an understanding of the underlying fabric. The results of our findings are relevant to the time of our inspection, and the building must be monitored for further deterioration.

General

The building is split into three spaces:

1. The Main Mill/Warehouse.
2. South Annexe.
3. West Annexe.

Main Mill/Warehouse

The timberwork forming the main body of the floor structures and roof of the main mill/warehouse is generally in reasonable condition. However, the bearing ends of several girders and joists are decaying. There is a heavy active infestation of woodworm throughout the building.

South Annexe

The south annexe is in poor condition, and further failure of the timber structure is imminent due to water ingress and heavy decay.

West Annexe

The west annexe is in poor overall condition, and we have not accessed this area. However, we suggest the timber structure is ruined.

We have marked a drawing at the end highlighting the timber girder ends and lintels that have heavy decay, which was reviewed.

External

Several external defects allow moisture to penetrate the building and actively decay the timber structure. We recorded that several timber ends were wet during our inspection.

The guttering at the south is full of vegetation, which allows water to spill down the face of the building and actively decays the timber girder ends.

Areas of water ingress through cracks and lack of windows saturate areas.

The south annexe roof is poor, which further damages the building fabric.



Figure 1. Highlights the heavy vegetation growing from the gutter, causing water to cascade down the face of the building.



Figure 2. This highlights the poor condition of the south-facing gable.

Environment

In our view, the most fundamental aspect of preserving the timber structure is to control or halt water ingress and improve the internal environment of the building.

Currently, the building is vulnerable to a fungal outbreak and has an active wood-boring beetle infestation.

There were several pigeons in the building that are likely to cause further issues.

We recommend that apart from dealing with the water ingress, the windows should be ventilated. Ideally, the building should have light on all floors. Installing Perspex or corrugated Perspex can simultaneously allow ventilation and light into the building while preventing water penetration.

Woodworm

We have recorded a significant outbreak of common furniture beetle (*Anobium punctatum*) throughout the building. As noted above, halting water ingress is crucial to controlling the infestation.

Considering that the building is not heated and the moisture content will remain relatively high, we suggest that the wood-boring insect will continue to remain active.

We do not have any concerns about the integrity of the main structural timbers due to the outbreak but suggest that two phases of treatment will be necessary to control the infestation.

Note that the timber treatment to eradicate the common furniture beetle will take several years to control the infestation due to the beetle's lifecycle. What can occur is hundreds of dead beetles accumulating after emergence on the floor (of a refurbished building). The initial phase of treatment will control the majority of beetles and allow the emergence to occur in the unoccupied building.

Therefore, we recommend that all structural timbers that are to be retained be treated using an insecticide by a treatment specialist. The second treatment should be carried out during any construction work.

Many Samson Posts (breaking the span of the girders) have heavy decay from woodworm but all have enough healthy remaining timber to be retained. The base of the posts in contact with the ground has heavier decay and can be supplemented in the short term.

The posts made from unconverted timber (log) should be replaced when appropriate.



Figure 3. Shows heavy surface deterioration from active woodworm infestation. There is currently enough remaining timber for this post.

Lintels

We have recorded that the majority of the timber lintels have heavy decay present and should be replaced as per the engineers' detail. We noted some healthy lintels along the north elevation, which can be retained.

Two internal lintels between the main mill and the south annexe have failed, resulting in structural movement. The timber lintel on the west gable on the north side is in poor condition, and failure is forthcoming.



Figure 4. Shows the main gable fronted elevation of the building. Note that as there are no windows present, water penetrates and decays the lintels. Most lintels on this elevation have decay present.



Figure 5. Shows a double lintel at the third-floor level. Note the upper lintel has fire damage.



Figure 6. It highlights the poor condition of the exposed lintel on the north of the west gable that should be replaced.

Floorboards

The mill has a mix of light floorboards (approx. 20mm thick) and heavy boards that are more akin to this form of building.

We suggest that all light floorboards be entirely replaced and that the vast majority of the heavy boards be retained (subject to review on proposed loading).



Figure 7. Shows a section through the 'heavy' section floorboards. Note the heavy tunnelling from furniture beetle.

Floor Joists

The majority of floor joists are reasonable, but virtually all bearing ends have decay present.

From a repair point of view, the preferred option is for the new repair to rest on steel rather than become embedded back into damp masonry.

The structural engineer may consider the loss of lateral restraint at the gables due to decayed ends.

Samson Posts

Samson posts throughout the building provide intermediate support to the girders. The posts vary in type and condition, and several have been removed to allow the timber flooring installation.

Several posts have heavy decay, but in our view, there is enough healthy timber remaining to be retained.

Some posts installed later are poor, and the posts in contact with the ground floor have heavier decay present.

Allow for the cutting back of all badly decayed posts and the fitting of a steel shoe/base plate detail to the bottom of the remaining section.



Figure 8. Shows a typical post arrangement.

Main Timber Girders

The timber girders are in reasonable overall condition, with some minor deflection noted. The main span of the girders are healthy, all with signs of active woodworm. We do not have concerns about significant deterioration as a result of the beetle attack.

The bearing ends vary in condition, and several are healthy. A number of the bearing ends have heavy decay and require a steel splice detail. Some have dose present from being in contact with damp masonry over a long period of timber with more actively decaying due to water penetration.

We have marked on the drawing at the end some of the decayed ends that require attention.



Figure 9. Shows a typical girder. Note the shake in the timber along the grain. This has little weakening of the timber section.

Roof

The roof is in reasonable overall condition. We could not access the bearing ends of the roof on either side as the floor was unsafe.

We recommend that the roof be treated when appropriate.

As part of the main contract, we recommend revising the timber splice details at the end of the trusses and installing steel at the bearing end as part of any repair work.

The trusses are off-plumb along the centre of the truss, which is most notable at the front (east) of the building. The purlin embedded in the front gable wall shows that it has moved at some point, which should be considered part of any repair.

Allow two of the purlin connections to be improved as part of any roofing repair work.

You might review the ironwork as part of any roofing upgrade work.

We suggest that as the south annexe is poor, the original trusses are retained but that the new cut roof can support itself without support from these trusses.



Figure 10. Shows displacement of the masonry around the purlin end.



Figure 11. Shows deterioration of a purlin connection.



Figure 12. Shows a broad view of the roof detail. Note the masonry deflection where the lintel/arch failed.

Conservation

We recommend that as much original timber is retained as part of any restoration. We are happy to have input into any repair strategy for any structural timbers if required.

We have recorded several burn marks on some timbers throughout the building. This marking was carried out to ward off fire in buildings. This practice is quite common in the UK but is rare in Ireland.

We also recorded shipping marks on a number of the timber girders. The marks appear to be of 'Baltic' origin, which is typical of early nineteenth-century timber.



Figure 13. Shows two of several burn marks present in the building.



Figure 14. Shows typical baltic marks visible on some timbers.

Specialist Attendance

Allow for treating all timbers using Lignum Pro I62.5 insecticide.

Allow to treat all bearing ends to be retained using Wkykabor 20 boron-based wood preservative.

Some timbers, particularly posts with heavy insect attacks that can be retained, should be overtreated using Wykabor 20 paste.

I hope that the information contained in this report will be of assistance to you, and if you require any further information, please do not hesitate to contact me directly.

Yours sincerely,

Peter Barrett.

CSRT, PGDip, MSc (Bldg Cons), MISSE MIWSc.

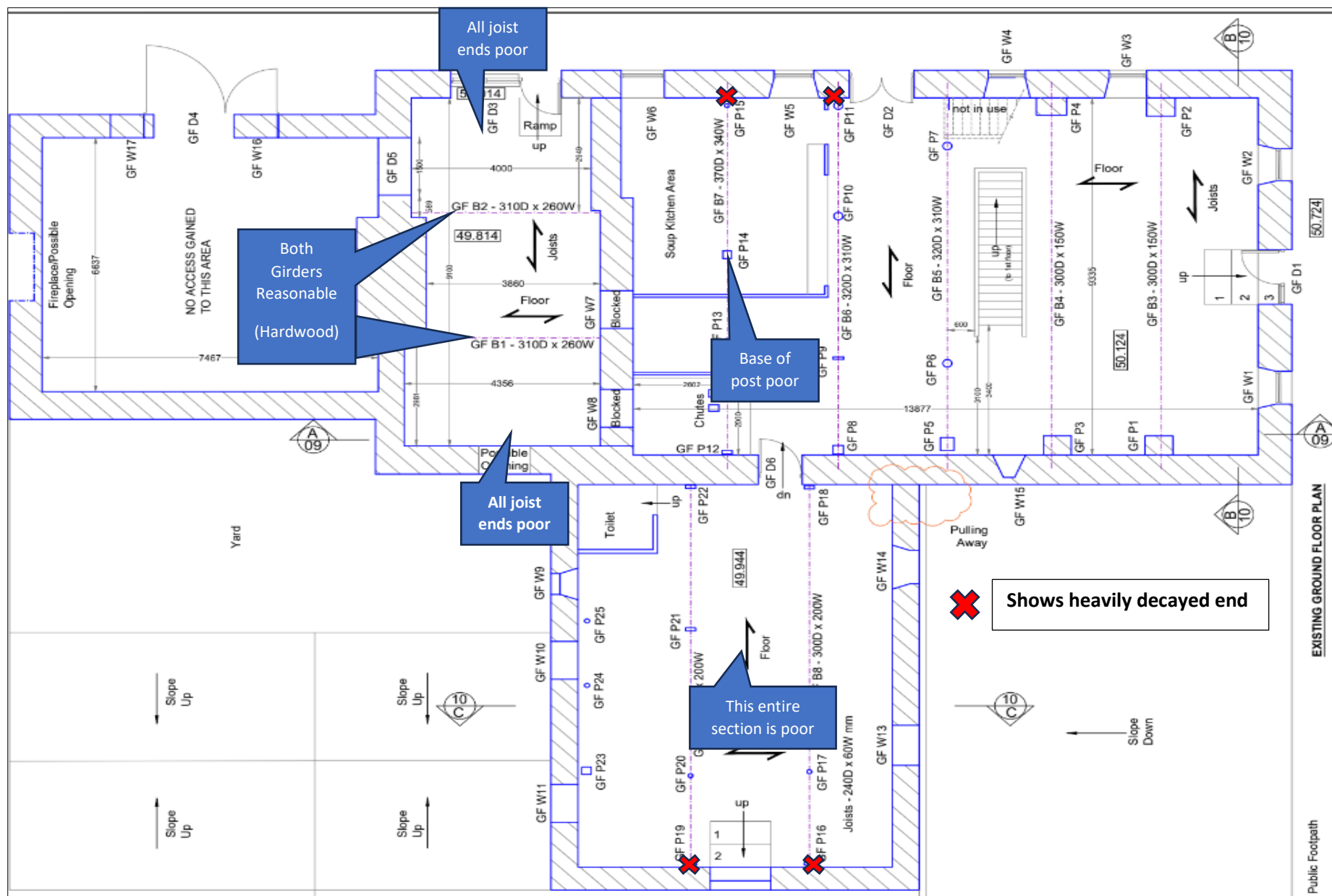
PJ BARRETT & Co.

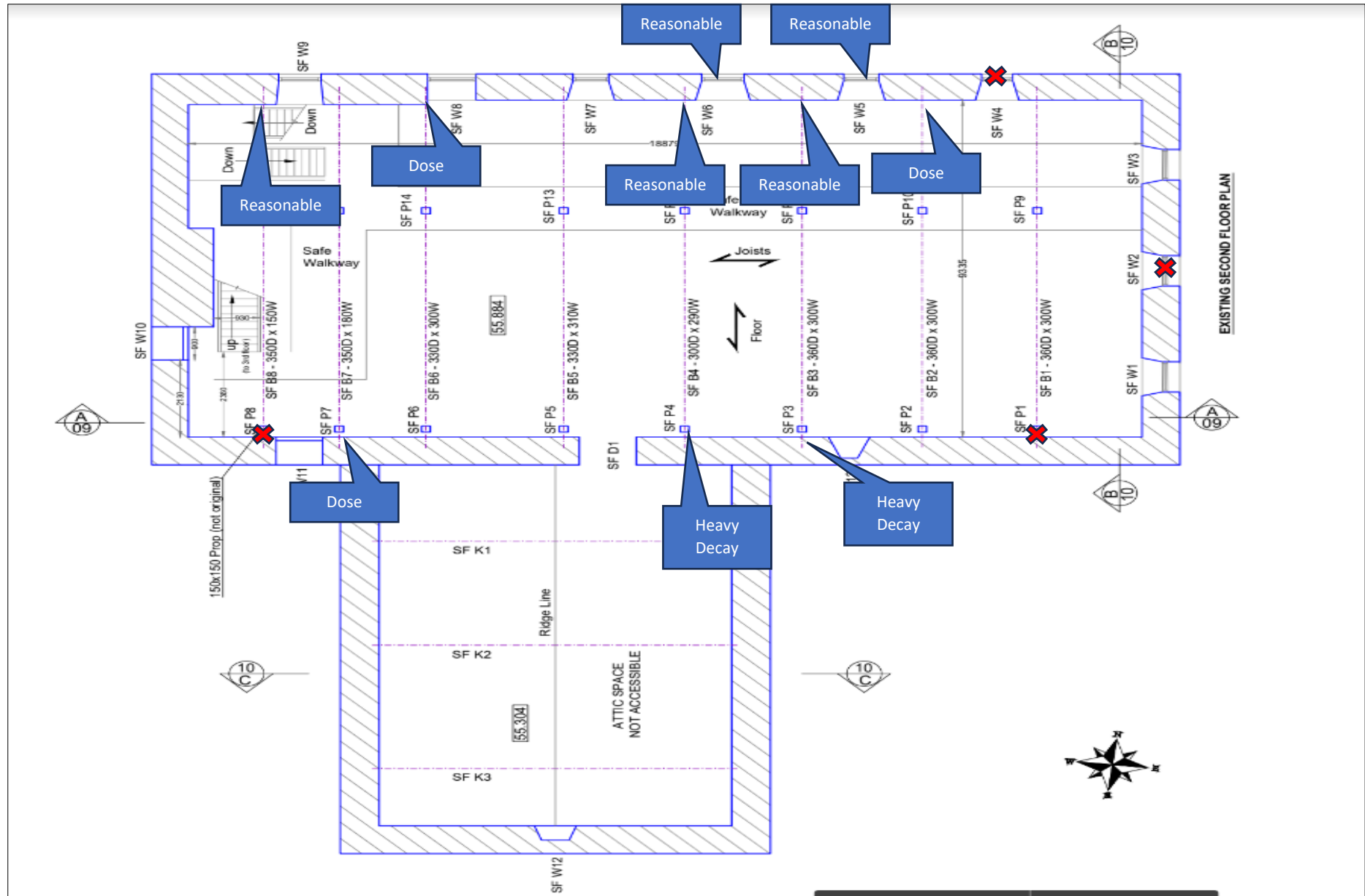
See Marked Drawings Below.

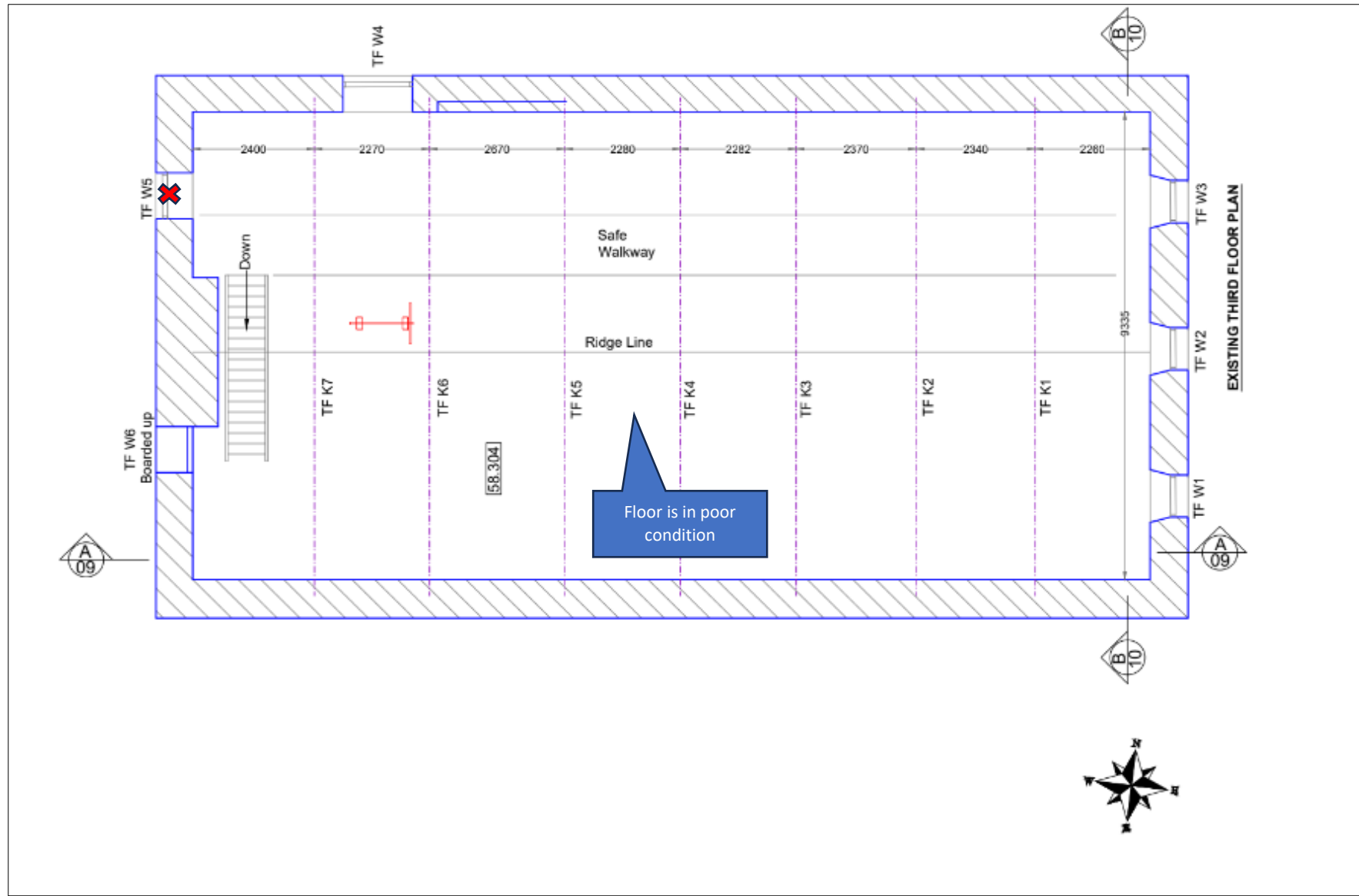
Dictated by Peter Barrett and read and emailed in his absence. E & OE

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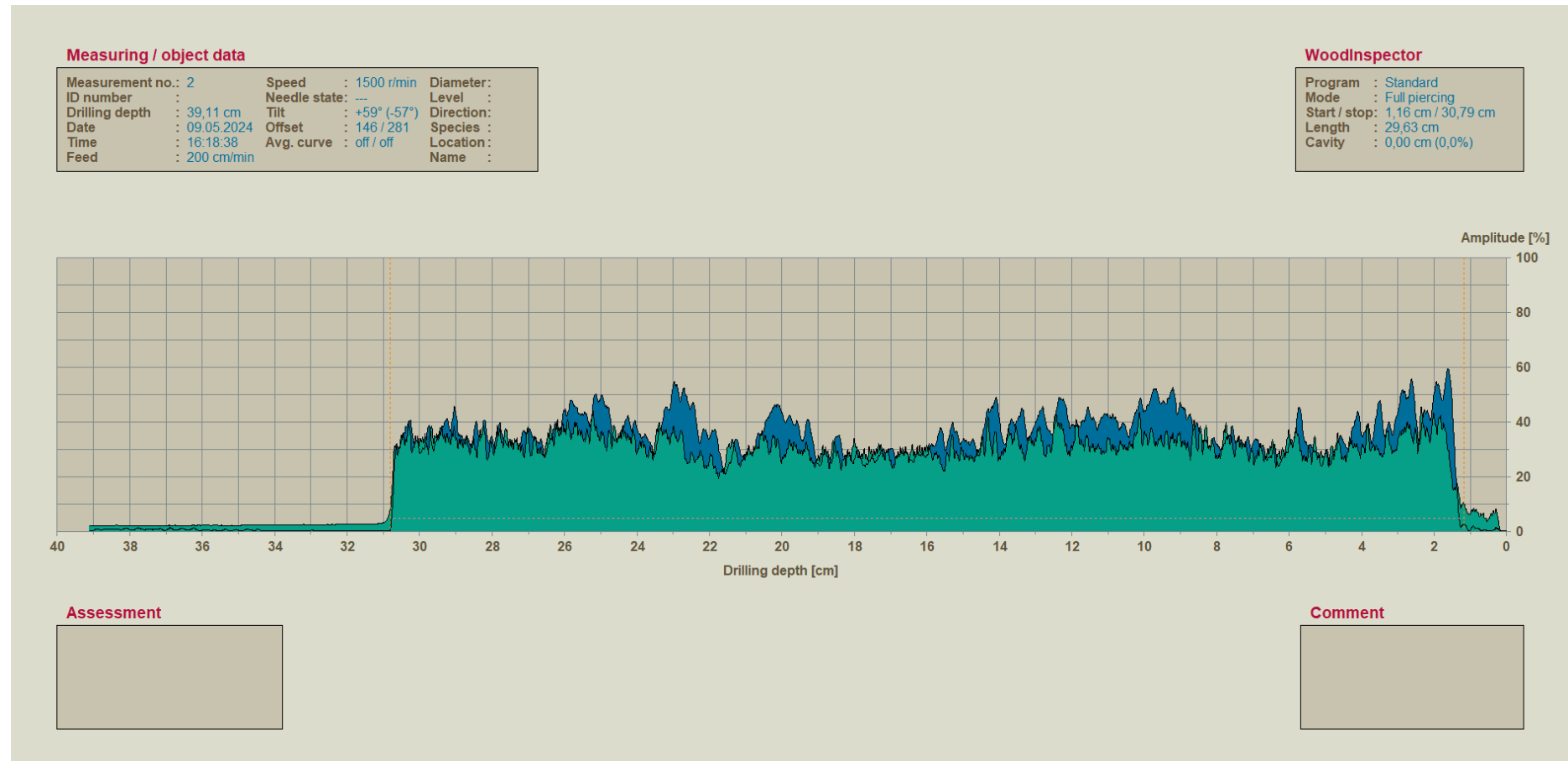


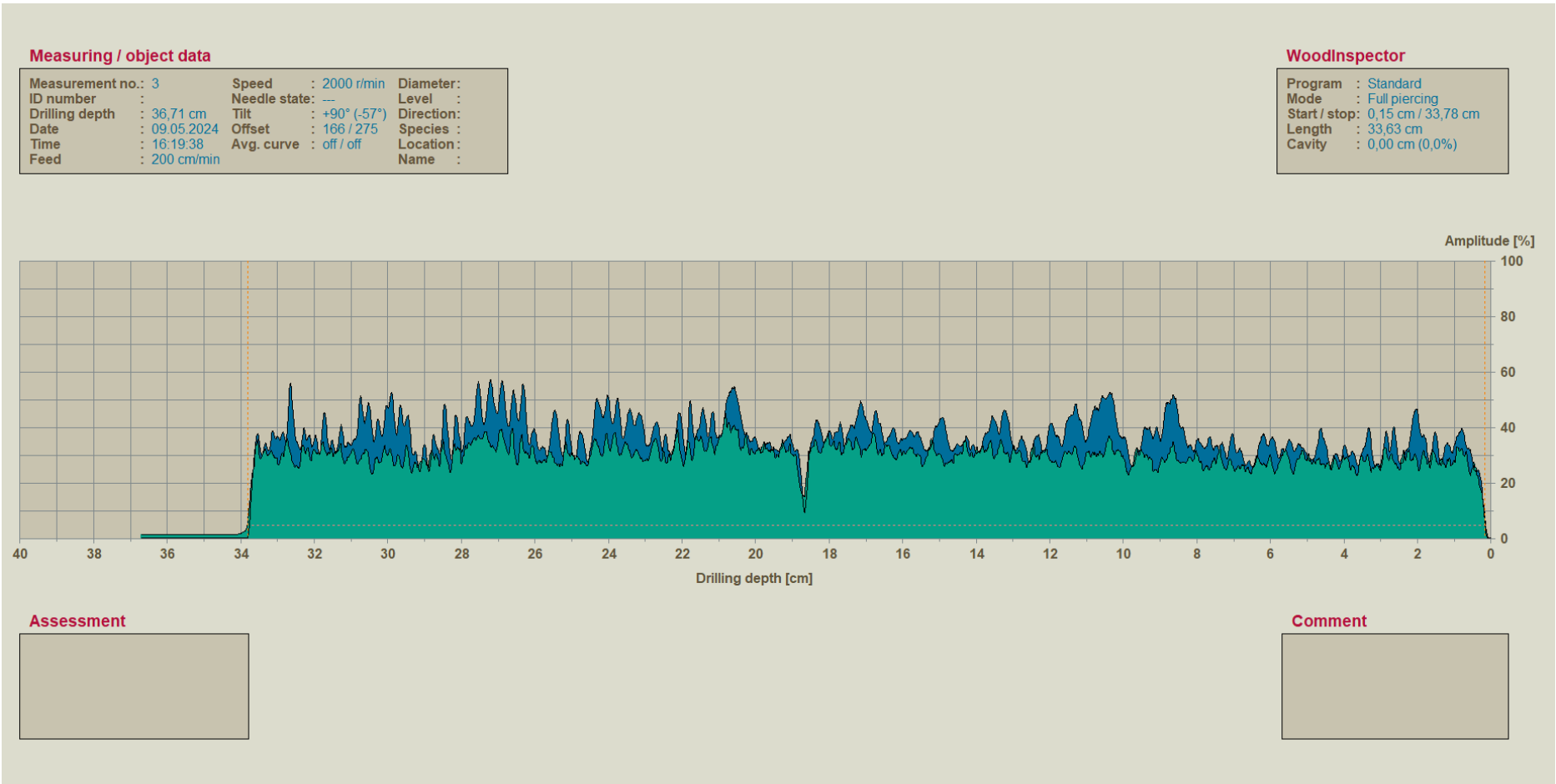


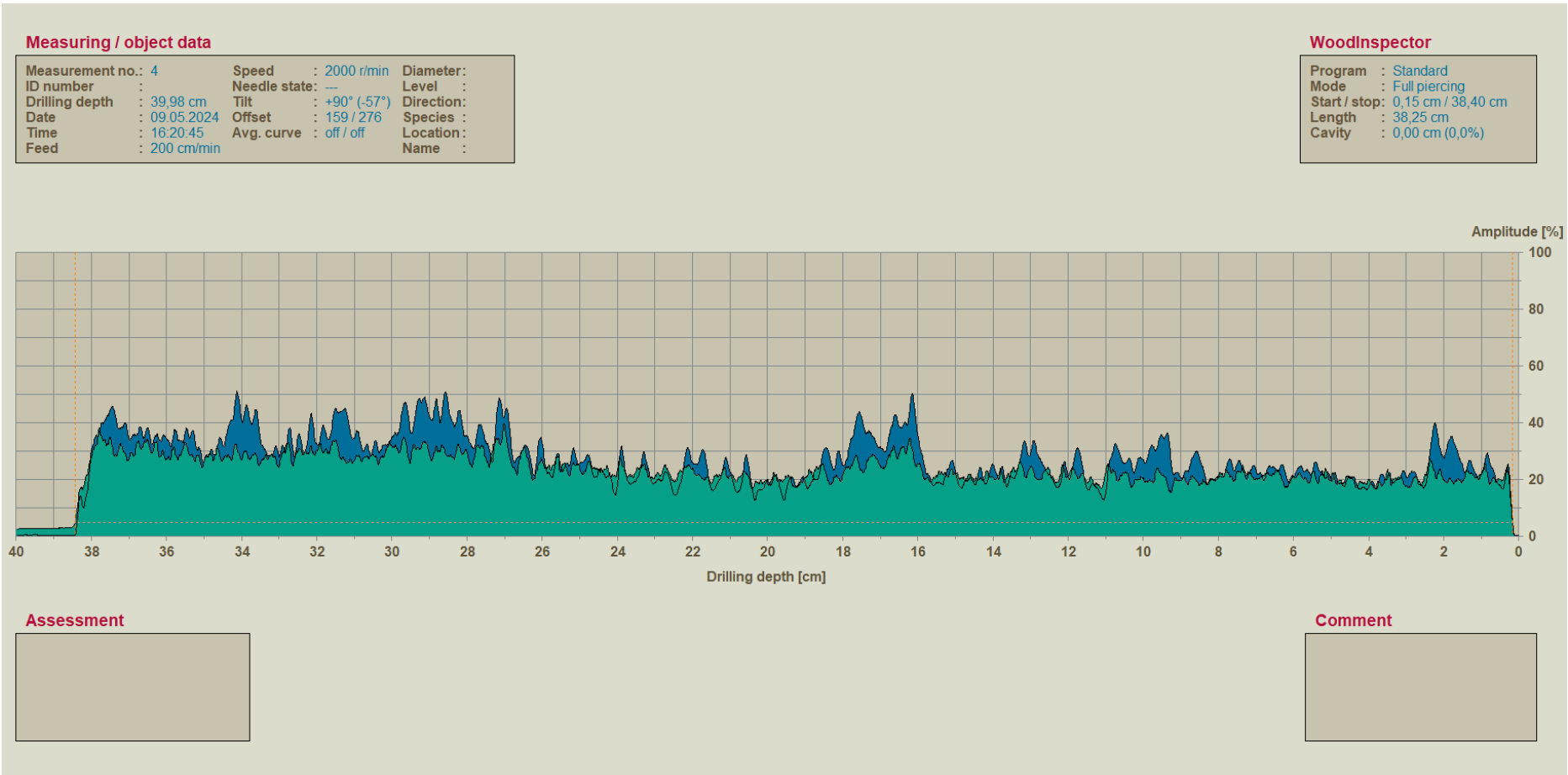


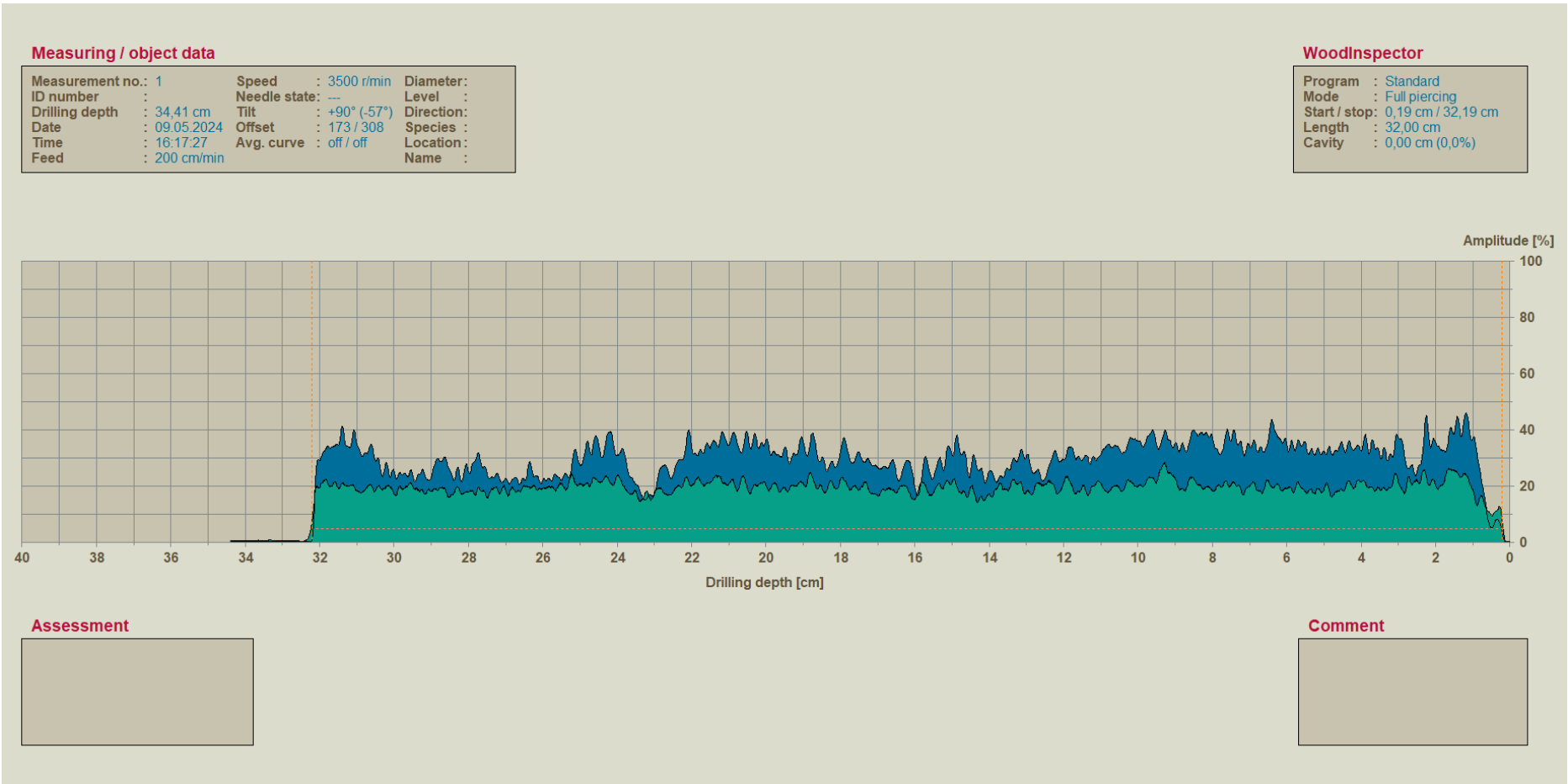
Micro drilling

The below results show some beam ends that have decay present but have enough remaining healthy timber to be retained.

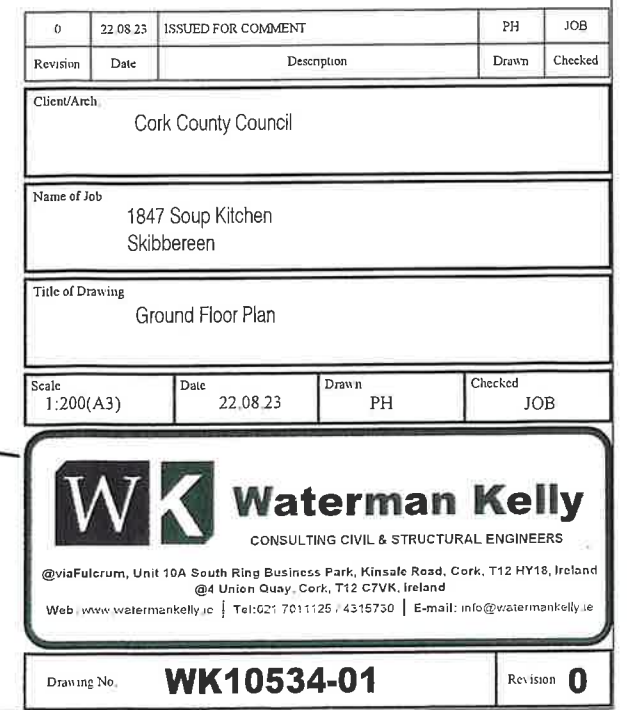


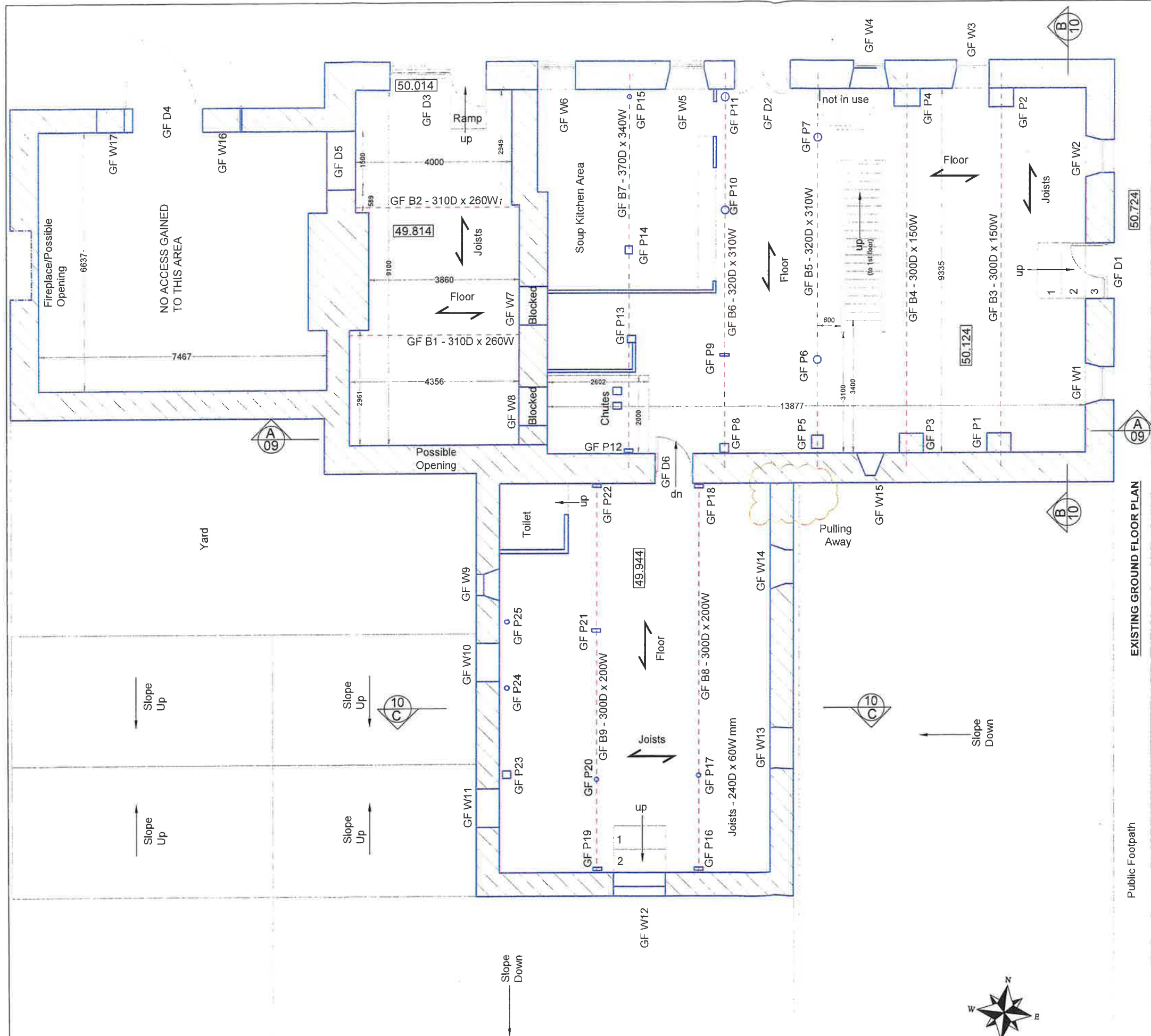






2.0 – EXISTING SURVEY DRAWINGS





WINDOW SCHEDULE		
REFERENCE	Head	Frame
GF W1	✓	Timber
GF W2	✓	Timber
GF W3	✓	Timber
GF W4	✓	Timber
GF W5	✓	Timber
GF W6	✗	Timber
GF W7	✗	Blocked
GF W8	✗	Blocked
GF W9	✗	Timber
GF W10	✗	Blocked
GF W11	✗	Blocked
GF W12	✗	Timber (Blocked)
GF W13	✗	Timber (Blocked)
GF W14	✗	Timber (Blocked)
GF W15	✓	Timber (Blocked)
GF W16	✗	Blocked
GF W17	✗	Blocked

DOOR SCHEDULE		
REFERENCE	Head	Comment
GF D1	✓	Timber (Boarded)
GF D2	✗	Timber (Boarded)
GF D3	✓	Timber (Steel Head)
GF D4	✗	Steel Sheet
GF D5	✗	0.5m Blocked
GF D6	✓	Open Doorway

Good	Bad
✓	✗

PIER MEMBER SCHEDULE				
REFERENCE	SIZE (mm)	Type	Good/Bad	
GF P1	300 x 600	Brick	✓	
GF P2	300 x 500	Brick	✓	
GF P3	300 x 600	Brick	✓	
GF P4	300 x 600	Brick	✓	
GF P5		Timber	✗	
GF P6	110 Ø	Cast Iron	✓	
GF P7	110 Ø	Cast Iron	✓	
GF P8		Timber	✗	
GF P9	200 x 100	Timber	✗	
GF P10	110 Ø	Steel	✓	
GF P11		Timber	✗	
GF P12	200 x 100	Timber	✗	
GF P13	200 x 200	Timber	✗	
GF P14		Timber	✗	
GF P15	110 Ø	Steel	✓	
GF P16	200 x 100	Timber	✗	
GF P17		Steel	✓	
GF P18	200 x 100	Timber	✗	
GF P19	200 x 100	Timber	✗	
GF P20		Steel	✓	
GF P21	200 x 100	Timber	✗	
GF P22	200 x 100	Timber	✗	
GF P23	SHS	Steel	✓	
GF P24		Steel	✓	
GF P25		Steel	✓	

BEAM MEMBER SCHEDULE				
REFERENCE	SIZE (mm)	Type	South	North
GF B1	310 x 260	Timber	✓	✓
GF B2	310 x 260	Timber	✓	✓
GF B3	300 x 150	Steel	✓	✓
GF B4	300 x 150	Steel	✓	✓
GF B5	300 x 310	Timber	✗	✓
GF B6	320 x 310	Timber	✗	✗
GF B7	370 x 340	Timber	✗	✗
GF B8	300 x 200	Timber	✗	✗
GF B9	300 x 200	Timber	✗	✗

Notes :

- Dimensions not to be scaled from drawing.
- Woodworm noted throughout Ground Floor.
- Timber ends of beams, piers, joists and floor compromised in South Annex.
- It is noted that many of the timber, steel and cast iron piers are placed on footings. Many also have timber blocks placed on top of the pier, under the beam to spread load.
- East side joists spanning North/South are 150 x 80mm @ 400mm C/C of Main Mill Warehouse.
- East side floorboards spanning East/West are 30 x 160mm of Main Mill Warehouse.
- West side floorboards spanning North/South are 90 x 250mm of Main Mill Warehouse.
- Separate Room of the Main Mill Warehouse joists spanning North/South are 225 x 75mm @ 400mm C/C. Joist ends poor.
- Separate Room of the Main Mill Warehouse floorboards spanning East/West are 30 x 160mm.
- South Annex has joists spanning East/West are 240 x 60mm @ 400mm C/C. Joist ends have rotted.
- South Annex has floorboards spanning North/South are 30 x 150mm. Most of the floor is rotten.
- There is a fireplace/possible opening to West side of the South Annex where there was no access possible.

EXISTING GROUND FLOOR PLAN

Public Footpath

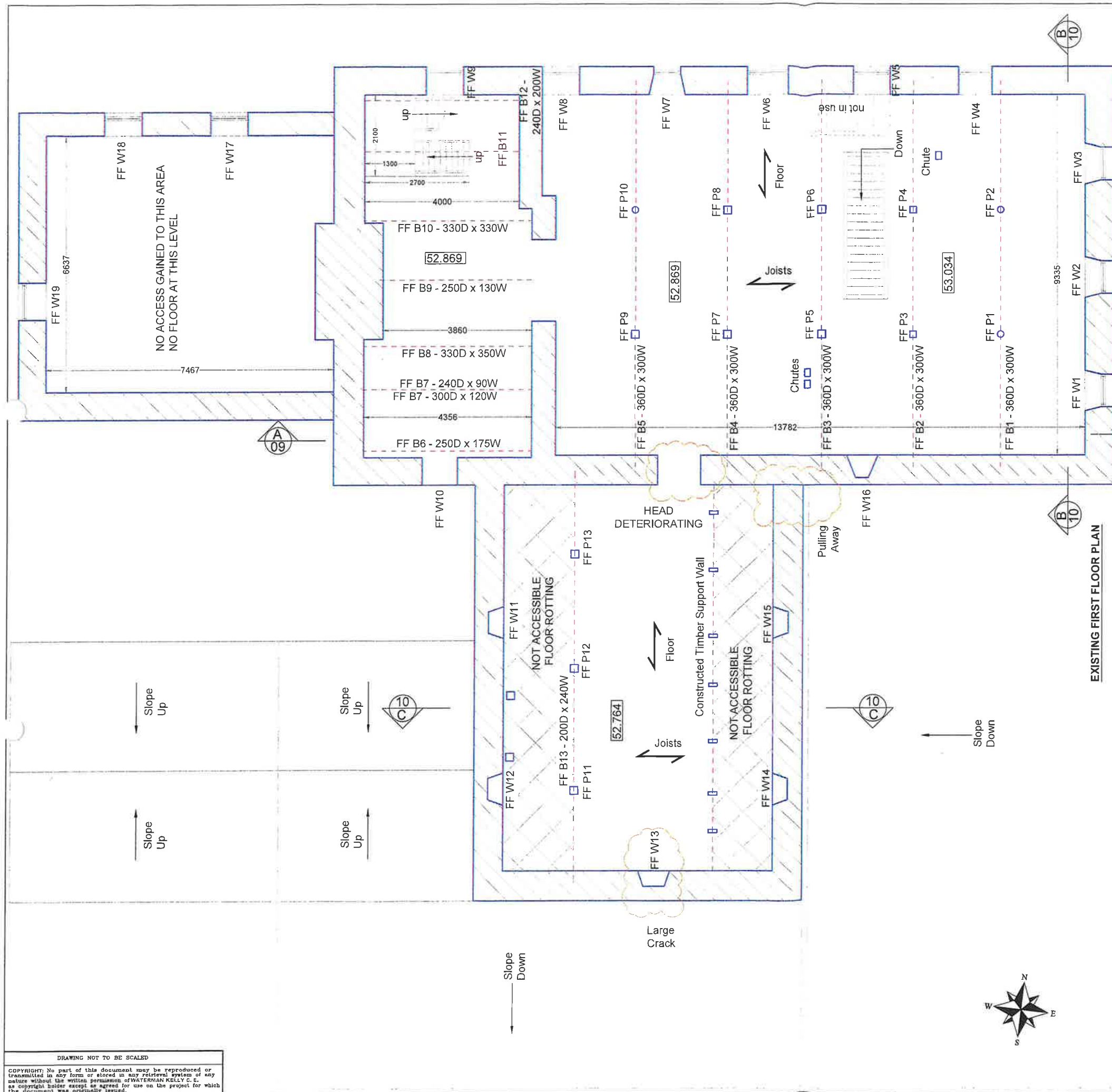
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Revision	Date	Description	Drawn	Checked
Client/Arch.				
Cork County Council				
Name of Job				
1847 Soup Kitchen Skibbereen				
Title of Drawing				
Ground Floor Plan				
Scale	Date	Drawn	Checked	JOB
1:100(A3)	22.08.23	PH		JOB

WK

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Drawing No.	WK10534-02	Revision	0
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BEAM MEMBER SCHEDULE					PIER MEMBER SCHEDULE			
REFERENCE	SIZE (mm)	Type	South	North	REFERENCE	SIZE (mm)	Type	Good/Bad
FF B1	360 x 300	Timber	✓	✓	FF P1		Timber	*
FF B2	360 x 300	Timber	✓	✓	FF P2		Timber	*
FF B3	360 x 300	Timber	✓	✓	FF P3		Timber	*
FF B4	360 x 300	Timber	✓	✓	FF P4		Timber	*
FF B5	360 x 300	Timber	✓	✓	FF P5		Timber	*
FF B6	320 x 310	Timber	✓	✓	FF P6		Timber	*
FF B7	370 x 340	Timber	✓	✓	FF P7		Timber	*
FF B8	300 x 200	Timber	✓	✓	FF P8		Timber	*
FF B9	300 x 200	Timber	✓	✓	FF P9		Timber	*
FF B10	330 x 330	Timber	✓	✓	FF P10		Timber	*
FF B11		Removed			FF P11		Timber	*
FF B12	240 x 200	Timber	✓	✓	FF P12		Timber	*
FF B13	240 x 200	Timber	*	*	FF P13		Timber	*

DOOR SCHEDULE		
REFERENCE	Head	Comment
FF D1	*	Substantial Cracking on Head

Good	Bad
✓	*

WINDOW SCHEDULE		
REFERENCE	Head	Frame
FF W1	✓	Metal (Mesh Cover)
FF W2	✓	Metal (Mesh Cover)
FF W3	✓	Metal (Mesh Cover)
FF W4	✓	Timber (Boarded)
FF W5	✓	Timber (Boarded)
FF W6	✓	Timber (Boarded)
FF W7	✓	Timber (Boarded)
FF W8	*	Timber (Boarded)
FF W9	✓	Timber (Partly Boarded)
FF W10	*	Timber (Boarded & Vegetation)
FF W11	*	Timber (Blocked)
FF W12	*	Blocked
FF W13	*	Timber (Blocked) Large Crack under Cill
FF W14	*	Timber (Blocked)
FF W15	*	Timber (Blocked)
FF W16	*	Timber (Blocked)
FF W17	*	Timber (Glass Pane)
FF W18	*	Timber (Glass Pane)
FF W19	✓	Timber (Glass Pane)

Notes :

- Dimensions not to be scaled from drawing.
- Woodworm noted throughout First Floor.
- It is noted that many of the timber piers are placed on footings. Many also have timber blocks placed on top of the pier, under the beam to spread load.
- Many of the timber piers are not original and have been replaced throughout the years.
- Main Mill Warehouse joists spanning North/South are 150 x 50mm @ 400mm C/C.
- Main Mill Warehouse floorboards spanning East/West are 30 x 260mm.
- Opening to stairs on the West side of the Main Mill Warehouse First Floor contains Lat and Plaster construction to floorboards.
- South Annex has joists spanning East/West are 220 x 90mm @ 400mm C/C. Joist ends have rotted.
- South Annex has floorboards spanning North/South are 30 x 150mm. Most of the floor is rotten. Area covered in plywood.
- Beam on the South Annex has been replaced with a timber wall construction.
- South Annex pulling from main building.
- It is noted that the East wall of the Main Mill Warehouse may be pulling away.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch: Cork County Council

Name of Job: 1847 Soup Kitchen Skibbereen

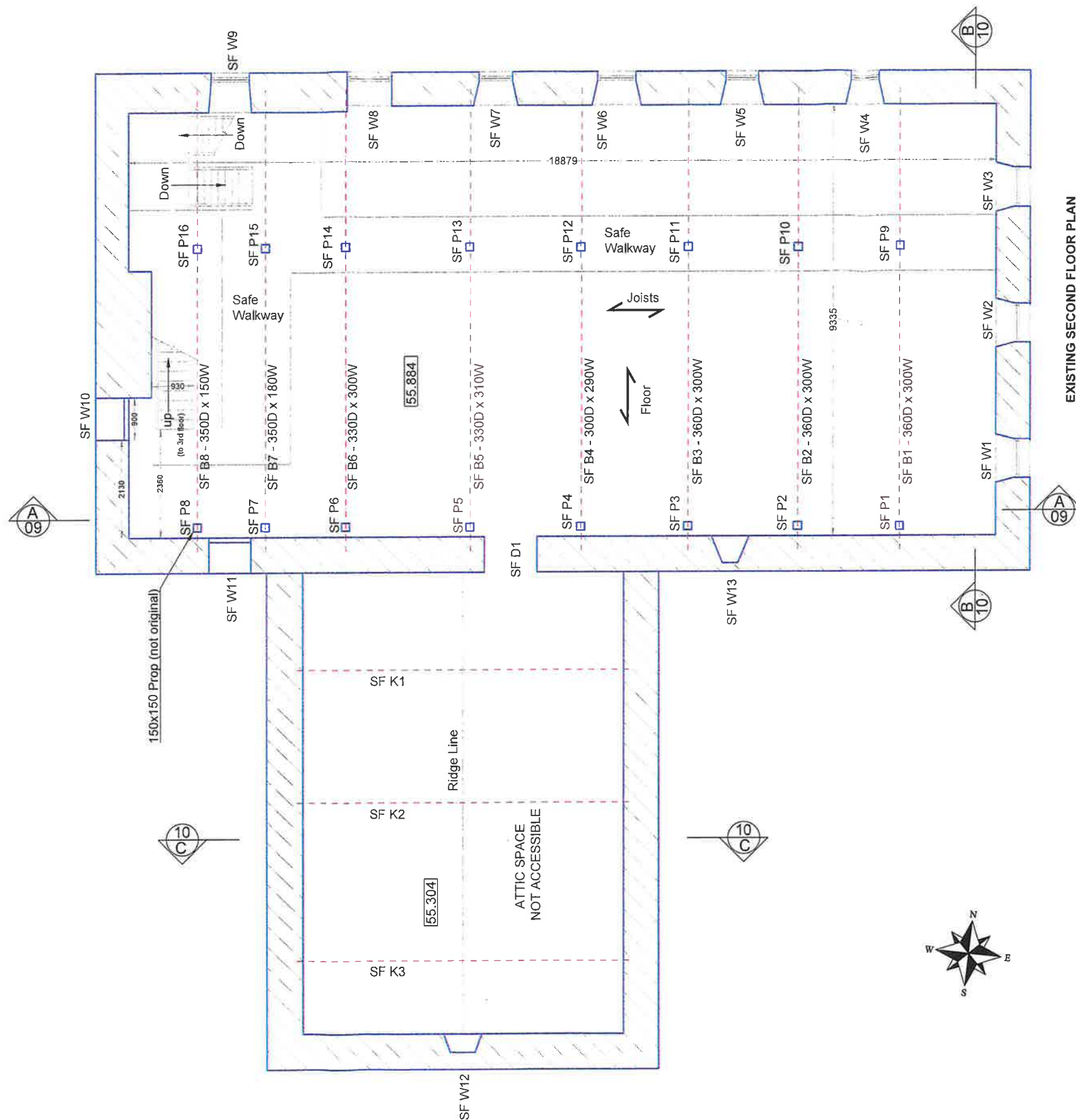
Title of Drawing: First Floor Plan

Scale: 1:100(A3)	Date: 22.08.23	Drawn: PH	Checked: JOB
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Drawing No: **WK10534-03** Revision: **0**

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BEAM MEMBER SCHEDULE				
REFERENCE	SIZE (mm)	Type	South	North
SF B1	360 x 300	Timber	x	x
SF B2	360 x 300	Timber	x	x
SF B3	360 x 300	Timber	x	x
SF B4	300 x 290	Timber	x	x
SF B5	330 x 310	Timber	x	x
SF B6	330 x 300	Timber	x	x
SF B7	350 x 180	Timber	x	x
SF B8	350 x 150	Timber	x	x

WINDOW SCHEDULE		
REFERENCE	Head	Frame
SF W1	x	Metal (Mesh Cover)
SF W2	✓	Metal (Mesh Cover)
SF W3	✓	Metal (Mesh Cover)
SF W4	x	Timber (Boarded)
SF W5	✓	Timber (Boarded)
SF W6	✓	Timber (Boarded)
SF W7	✓	Timber (Boarded)
SF W8	x	Metal (Mesh Cover)
SF W9	✓	Timber (Boarded)
SF W10	x	Blocked (Possibly a Doorway)
SF W11	x	Blocked
SF W12	x	Blocked
SF W13	x	Timber (Blocked)

DOOR SCHEDULE		
REFERENCE	Head	Comment
SF D1	x	Boarded No Access to Floor

Good	Bad
✓	x

PIER MEMBER SCHEDULE			
REFERENCE	SIZE (mm)	Type	Good/Bad
SF P1	150 x 150	Timber (Not original)	x
SF P2	150 x 150	Timber (Not original)	x
SF P3	150 x 150	Timber (Not original)	x
SF P4	150 x 150	Timber (Not original)	x
SF P5	150 x 150	Timber (Not original)	x
SF P6	150 x 150	Timber (Not original)	x
SF P7	150 x 150	Timber (Not original)	x
SF P8	150 x 150	Timber (Not original)	x
SF P9	250 x 150	Timber	x
SF P10	250 x 150	Timber	x
SF P11	250 x 150	Timber	x
SF P12	250 x 150	Timber	x
SF P13	250 x 150	Timber	x
SF P14	250 x 150	Timber	x
SF P15	250 x 150	Timber	x
SF P16	250 x 150	Timber	x

KING TRUSS SCHEDULE	
REFERENCE	Comment
SF K1	timber is in poor condition. Woodworm present.
SF K2	Looks to be recently replaced. Woodworm present.
SF K3	Looks to be recently replaced. Timber in better condition.

Notes :

- Dimensions not to be scaled from drawing.
- Woodworm noted throughout Second Floor.
- It is noted that many of the timber piers are placed on footings. Many also have timber blocks placed on top of the pier, under the beam to spread load.
- Timber piers on the South wall of the Main Mill Warehouse are not original and have been placed under beams due to the end of the beams deteriorating.
- Main Mill Warehouse joists spanning North/South are 150 x 50mm @ 400mm C/C.
- Main Mill Warehouse floorboards spanning East/West are 30 x 200mm. Floorboards in poor condition with plywood covering much of the floorboards. There is a general safe walkway marked.
- South Annex contains King Truss structures supporting the roof. Two look to have been replaced in years gone by. Trusses are deteriorating in condition with woodworm present.
- South Annex purlins are in poor condition with many rotting/contain woodworm.
- South Annex walls are in poor condition with a crack under SF W12 Cill.
- It is noted that the East wall of the Main Mill Warehouse may be pulling away.

Revision	Date	Description	Drawn	Checked
0	22.08.23	ISSUED FOR COMMENT	PH	JOB

Client/Arch: Cork County Council

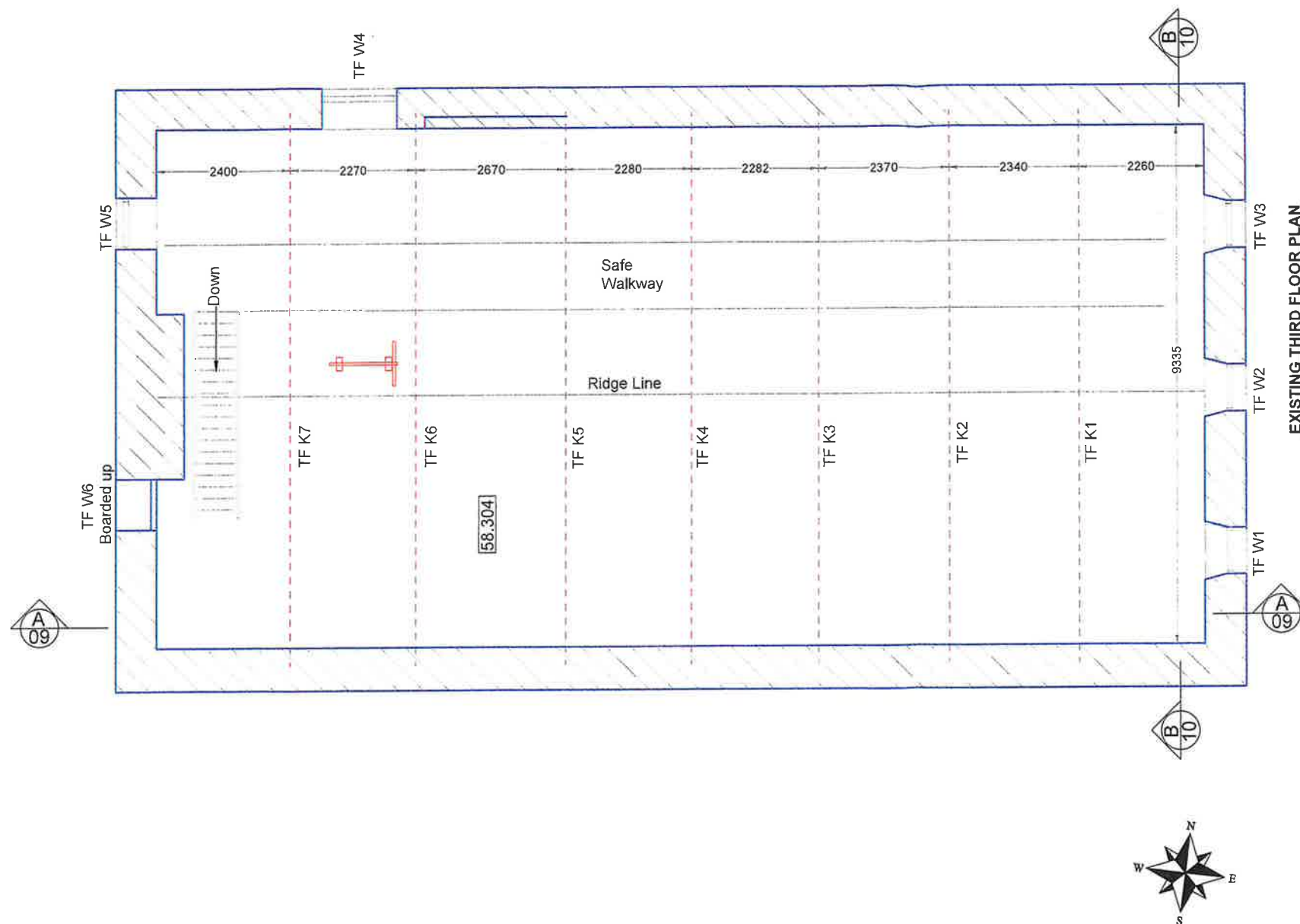
Name of Job: 1847 Soup Kitchen Skibbereen

Title of Drawing: Second Floor Plan

Scale	Date	Drawn	Checked
1:100(A3)	22.08.23	PH	JOB

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Drawing No: **WK10534-04** Revision: **0**



Good	Bod
✓	✗

WINDOW SCHEDULE		
REFERENCE	Head	Frame
TF W1	✗	Metal (Mesh Cover)
TF W2	✓	Metal (Mesh Cover)
TF W3	✓	Metal (Mesh Cover)
TF W4	None	Metal (Mesh Cover)
TF W5	✗	Metal (Mesh Cover)
TF W6	✗	Timber (Boarded)

KING TRUSS SCHEDULE		
REFERENCE	South	North
TF K1	Double Splice	Single Splice
TF K2	Single Splice	Single Splice
TF K3	Double Splice	Single Splice
TF K4	Single Splice	Double Splice
TF K5	Single Splice	Double Splice
TF K6	Single Splice	Single Splice
TF K7	Single Splice	Single Splice

Notes :

- Dimensions not to be scaled from drawing.
- Woodworm not as prevalent through Third Floor.

King Truss Dimensions:

- Top Member Supporting Roof from Apex to Wall - 330D x 110W mm
- Bottom Member Connecting the Two Top Members - 225D x 110W mm
- Vertical Central Member Connecting Apex to Bottom Member - 150D x 110W mm
- Angled Member Connecting Top Member to Vertical Member - 110D x 110W mm
- King Truss contains original metal work connections.
- Roof of the Main Mill Warehouse has been repaired in the last few decades with rafters replaced and sarking felt used.
- Purlins are 150D x 100W mm of the Main Mill Warehouse. Some damage noted in places.
- Rafters are 70 x 50 @ 400mm C/C of the Main Mill Warehouse. Look to have been replaced original roof structure.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbereen
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Title of Drawing	Third Floor Plan
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Scale	Date	Drawn	Checked
1:100(A3)	22.08.23	PH	JOB

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Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.
- Some of the Stone Corbles are missing in places on the Main Mill Warehouse.
- The majority of windows are boarded or have information boards placed in the opening.
- The are information boards placed in a frame on ground floor level bolted to the wall using a railing and set into the ground.
- GF D3 contains a steel I Beam head on concrete pillars at either end.
- The second floor windows are metal framed with mesh covering.
- The roof slates of the Main Mill Warehouse are in reasonable condition.
- The West Annex was not accessible.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch. Cork County Council

Name of Job 1847 Soup Kitchen
Skibbereen

Title of Drawing North Elevation

Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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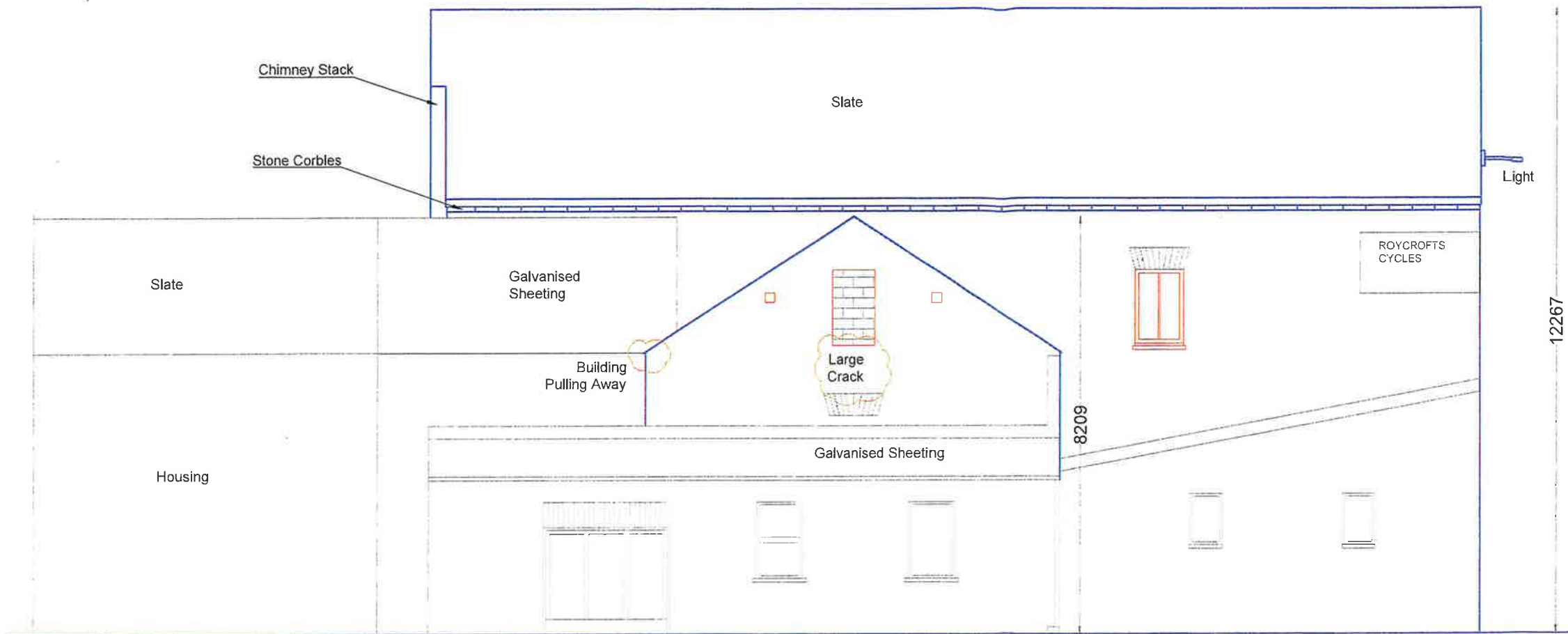
Drawing No. **WK10534-06** Revision **0**



NORTH ELEVATION

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SOUTH ELEVATION
STEAM MILL LANE

Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.
- Some of the Stone Corbles are missing in places on the Main Mill Warehouse.
- The majority of the South Annex walls has buildings on each side.
- The buildings surrounding the South Annex and Main Mill Warehouse are in reasonable condition.
- The building to the East with the roof sloping from East to West has a gutter located against the Main Mill Warehouse and South Annex which may be causing excess water infiltration.
- There is a crack visible under the window cill of SF W12 where the window itself has been blocked up on the South Annex.
- To the West corner of the South Annex roof where the neighbouring building roof connects, there is some stone work missing resulting in a hole. There is also a large plant growing from this corner.
- The neighbouring buildings galvanised roof at Second Floor level is in poor condition connecting to the South Annex.

Revision	Date	Description	Drawn	Checked
0	22.08.23	ISSUED FOR COMMENT	PH	JOB

Client/Arch	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbereen
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Title of Drawing	South Elevation
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Scale	Date	Drawn	Checked
1:100(A3)	22.08.23	PH	JOB

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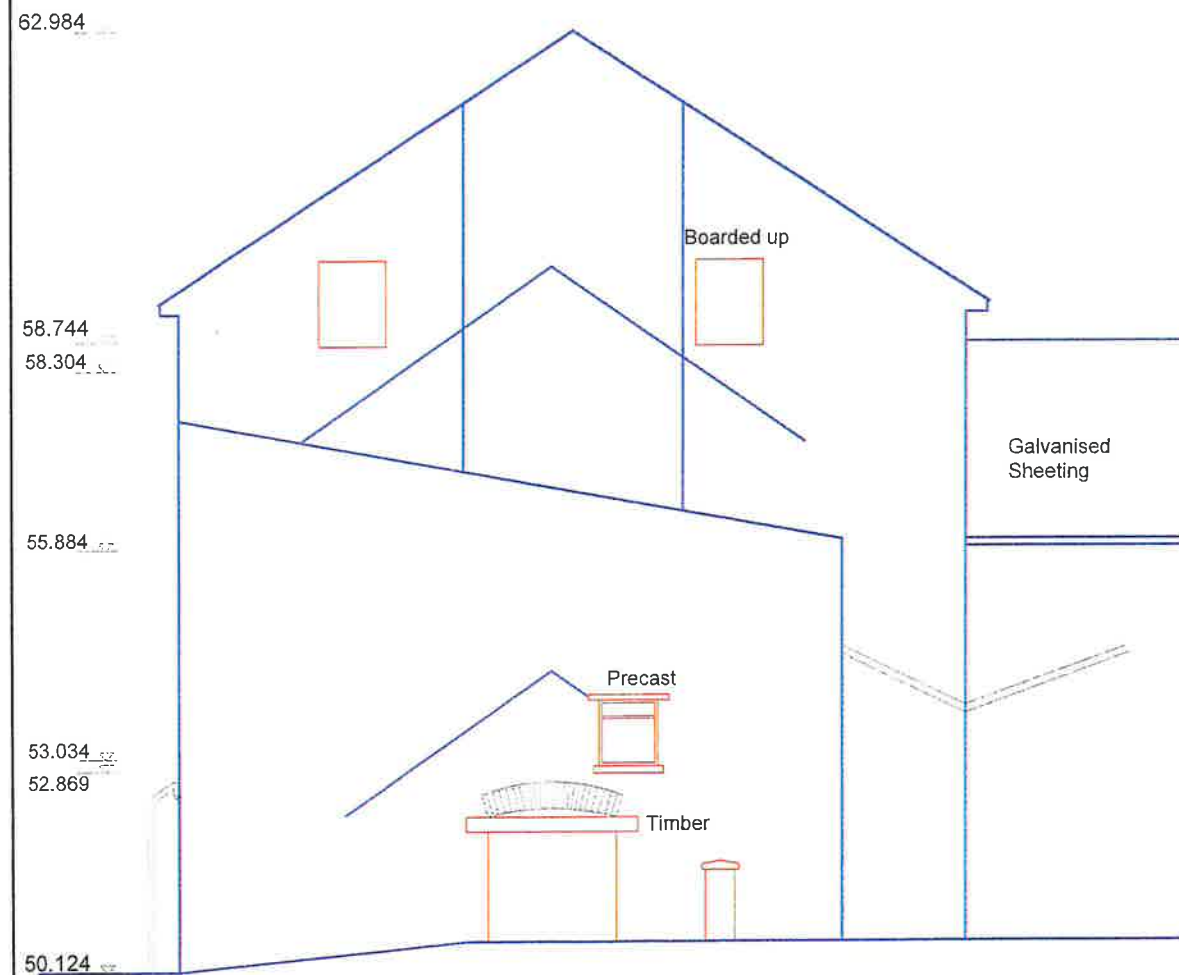
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Drawing No	WK10534-07	Revision	0
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WEST ELEVATION



EAST ELEVATION
ILEN STREET

Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.

East Elevation

- The Ground Floor windows have been boarded.
- The upper floor windows are metal framed with mesh covering the opening.
- There is a light fixture located between the 1st and 2nd window of the Third Floor reading from left to right.
- There is a christmas light fitting on the right hand side at First Floor Level.
- There are wires going from the side of the building on the right hand side at First Floor level.
- There are signs located on the right hand side along with a sign located under the First Floor central window.
- There is an electric box located at ground level on the left hand side of the building.
- The neighbouring building has roof level up to the First Floor of the Main Mill Warehouse.
- There is some cracking and deterioration around the doorway.
- There is some vegetation growing from the window openings.
- There is some cracking noted on the left hand side at Roof level.

West Elevation

- There was a building previously located at the end of the Main Mill Warehouse building at Ground Floor level with the roof line visible.
- The large head on the possible fire place on the West Annex is timber and deteriorating. There is a slight arch with vertical stone construction following the arch.
- There is a window above the possible fire place in poor condition with a precast head and cill on the West Annex.
- The West Annex was not accessible. There is currently no roof on the West Annex.
- There is a roof line visible of the previous building structure with two windows located above this roof line at Third Floor level of the Main Mill Warehouse.
- One of those windows is boarded with the other window metal framed with a mesh covering the opening.
- The chimney line is visible on the centre of the West elevation.

Revision	Date	Description	Drawn	Checked
0	22.08.23	ISSUED FOR COMMENT	PH	JOB

Client/Arch: Cork County Council

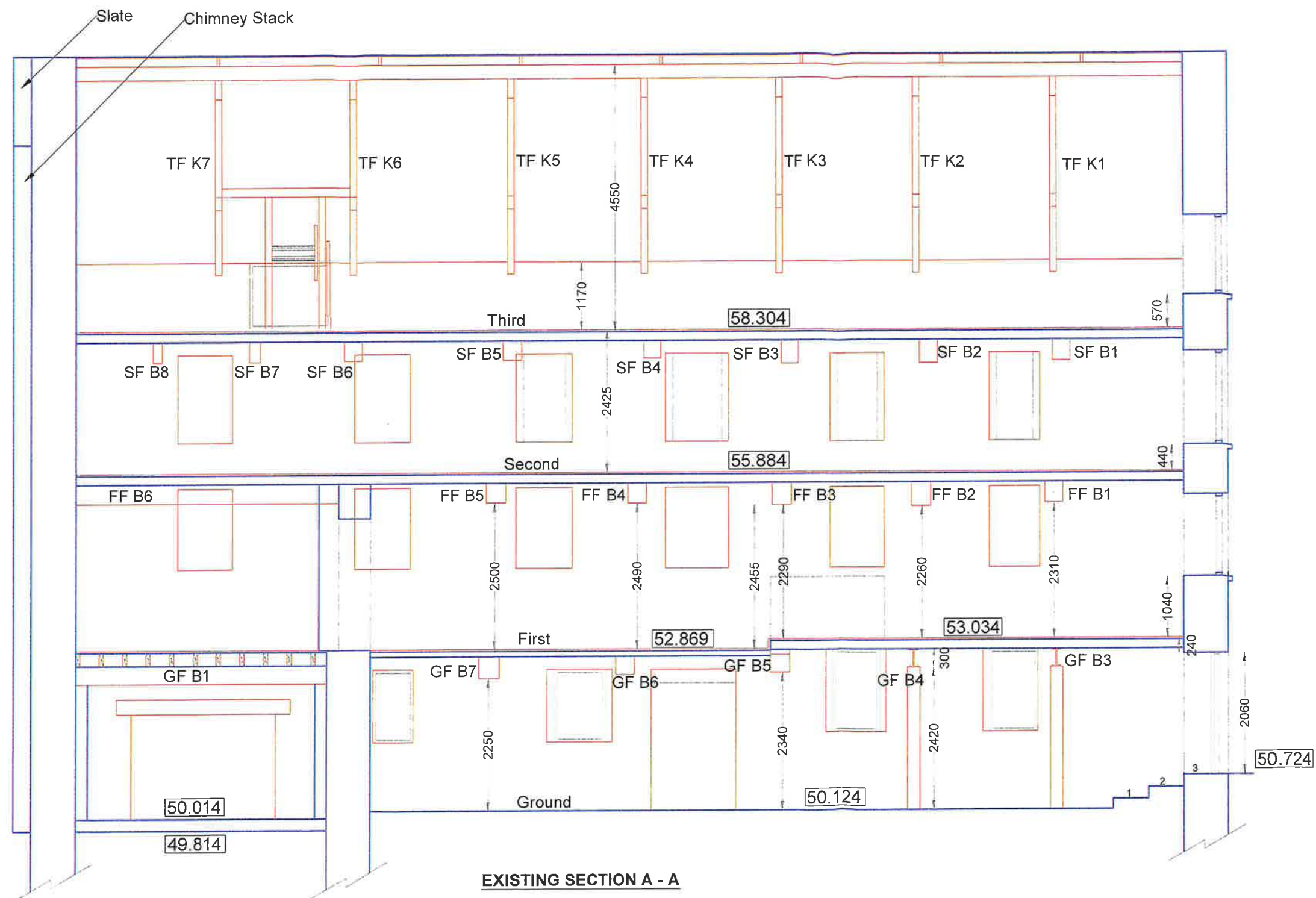
Name of Job: 1847 Soup Kitchen
Sibbireen

Title of Drawing: East and West Elevations

Scale	Date	Drawn	Checked
1:100(A3)	22.08.23	PH	JOB

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Drawing No. **WK10534-08** Revision **0**



Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.
- The two beams closest to the door on the East at Ground Floor level have been replaced with steel I beams and placed on brick pier.
- Many of the piers through the floors have a footing placed under the pier along with a block placed under the beam on the pier to spread load.
- The timber floor at First Floor, Second Floor and Third Floor levels are in poor condition with many areas rotting and plywood placed on top.
- Note the Step down on the First Floor of 165mm.
- Woodworm has been noted in most areas on timber beams, piers and floorboards.
- The Third Floor level contains a walkway put in place for safe passage along the length of the floor level.
- Many of the King Truss connections to the wall have been spliced due to cracking occurring from the connection points.
- The East wall (Front of building) may be pulling away from the rest of the Main Mill Warehouse.

Revision	Date	Description	Drawn	Checked
0	22.08.23	ISSUED FOR COMMENT	PH	JOB

Client/Arch.	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbreen
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Title of Drawing	Section A - A
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Scale	1:75(A3)	Date	22.08.23	Drawn	PH	Checked	JOB
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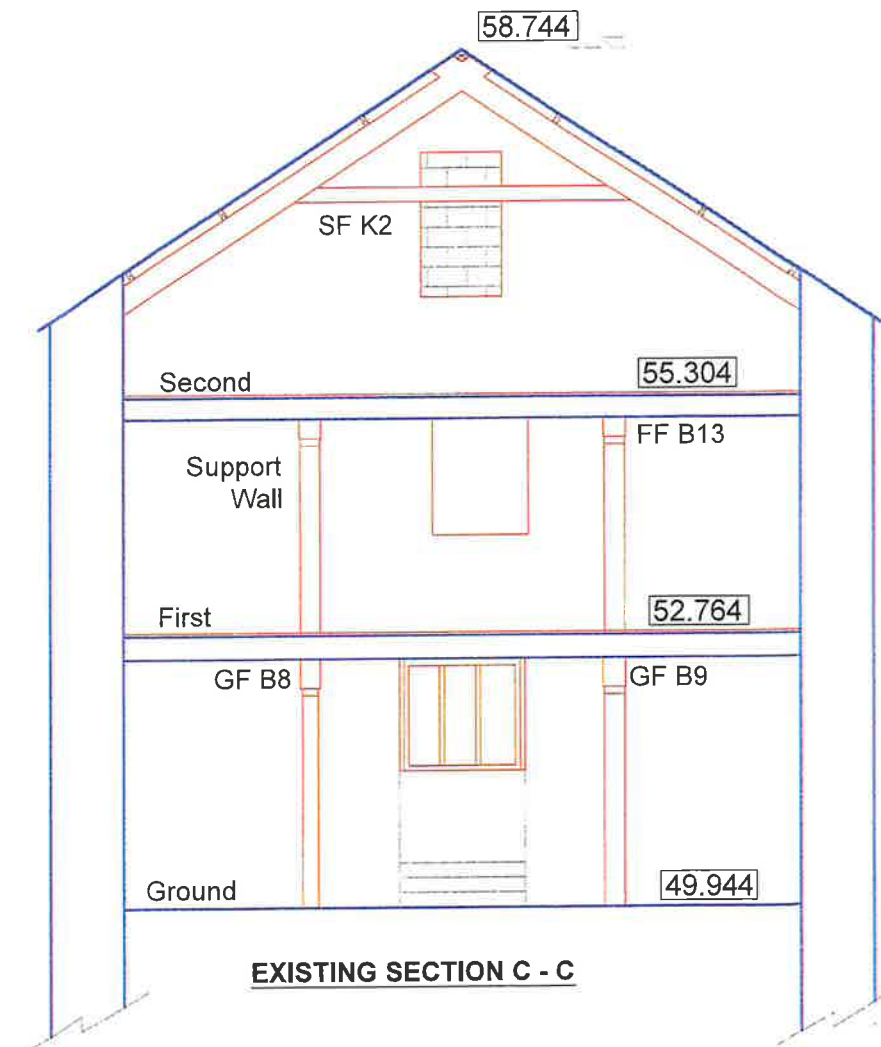
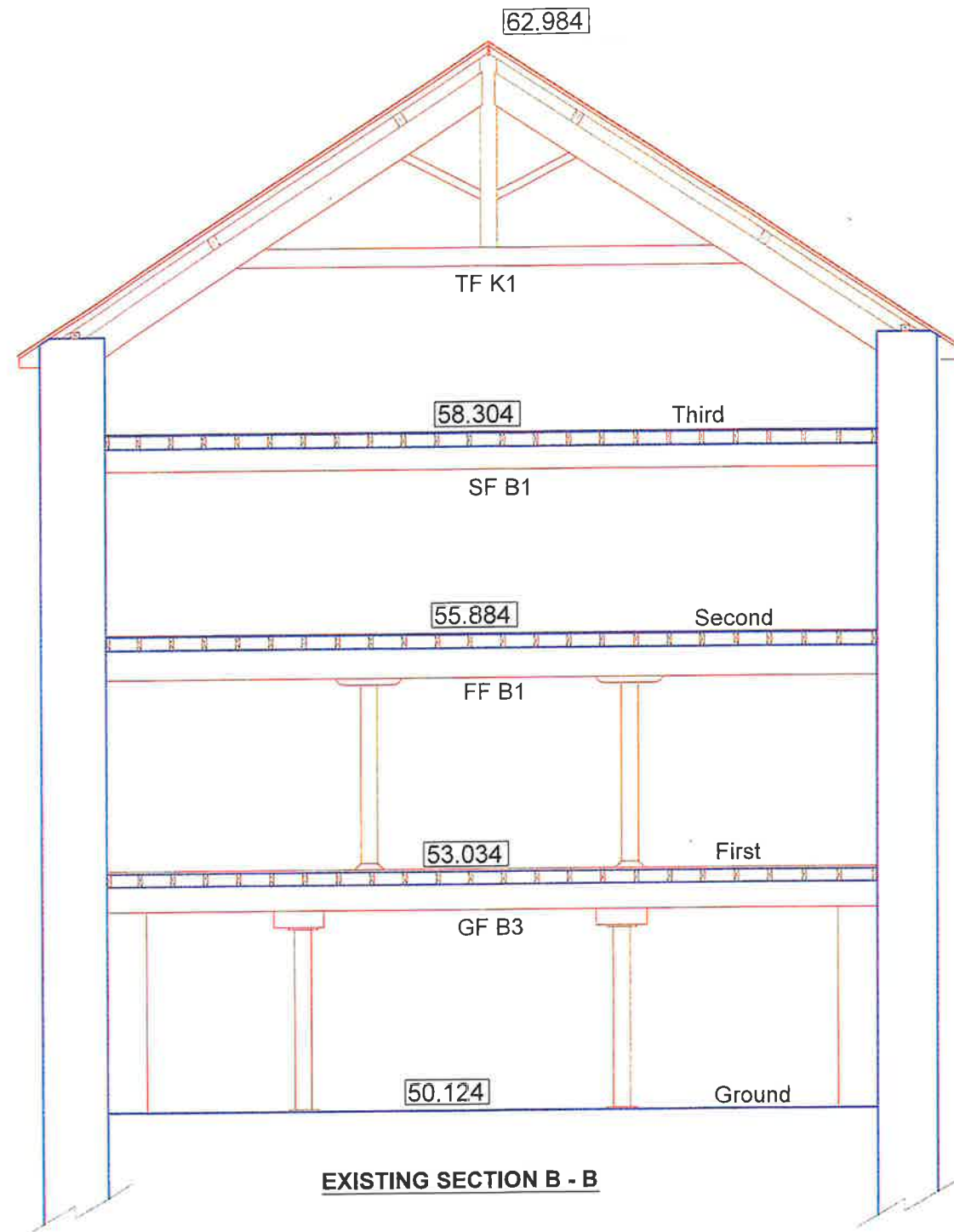
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Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.

Section B-B

- Displays a section of the Main Mill Warehouse.
- The two beams closest to the door on the East at Ground Floor level have been replaced with steel I beam and placed on brick pier.
- Many of the piers through the floors have a footing placed under the pier along with a block placed under the beam on the pier to spread load.
- The timber floor at First Floor, Second Floor and Third Floor levels are in poor condition with many areas rotting and plywood placed on top.
- Note there is a Step down on the First Floor of 165mm.
- Woodworm has been noted in most areas on timber beams, piers and floorboards.
- The Third Floor level contains a walkway put in place for safe passage along the length of the floor level.
- Many of the King Truss connections to the wall have been spliced due to cracking occurring from the connection points.
- The East wall (Front of building) may be pulling away from the rest of the building.

Section C-C

- Displays a section of the South Annex off the main building.
- The Beams, Piers and Floorboards are in very poor condition with much of the First Floor inaccessible.
- The Third Floor is not accessible and is blocked from entry.
- The King Trusses are in poor condition with two of the three replaced in previous years. Evidence of woodworm present on the trusses.
- Many of the purlins are in poor condition.
- The galvanised roof is in poor condition.
- Many of the windows have been blocked up or boarded.
- There is a fall of 180mm through to the Ground Floor from the Main Mill Warehouse to the South Annex.

Revision	Date	Description	Drawn	Checked
0	22.08.23	ISSUED FOR COMMENT	PH	JOB

Client/Arch: Cork County Council

Name of Job: 1847 Soup Kitchen
Skibbereen

Title of Drawing: Sections B - B and C - C

Scale	Date	Drawn	Checked
1:75(A3)	22.08.23	PH	JOB

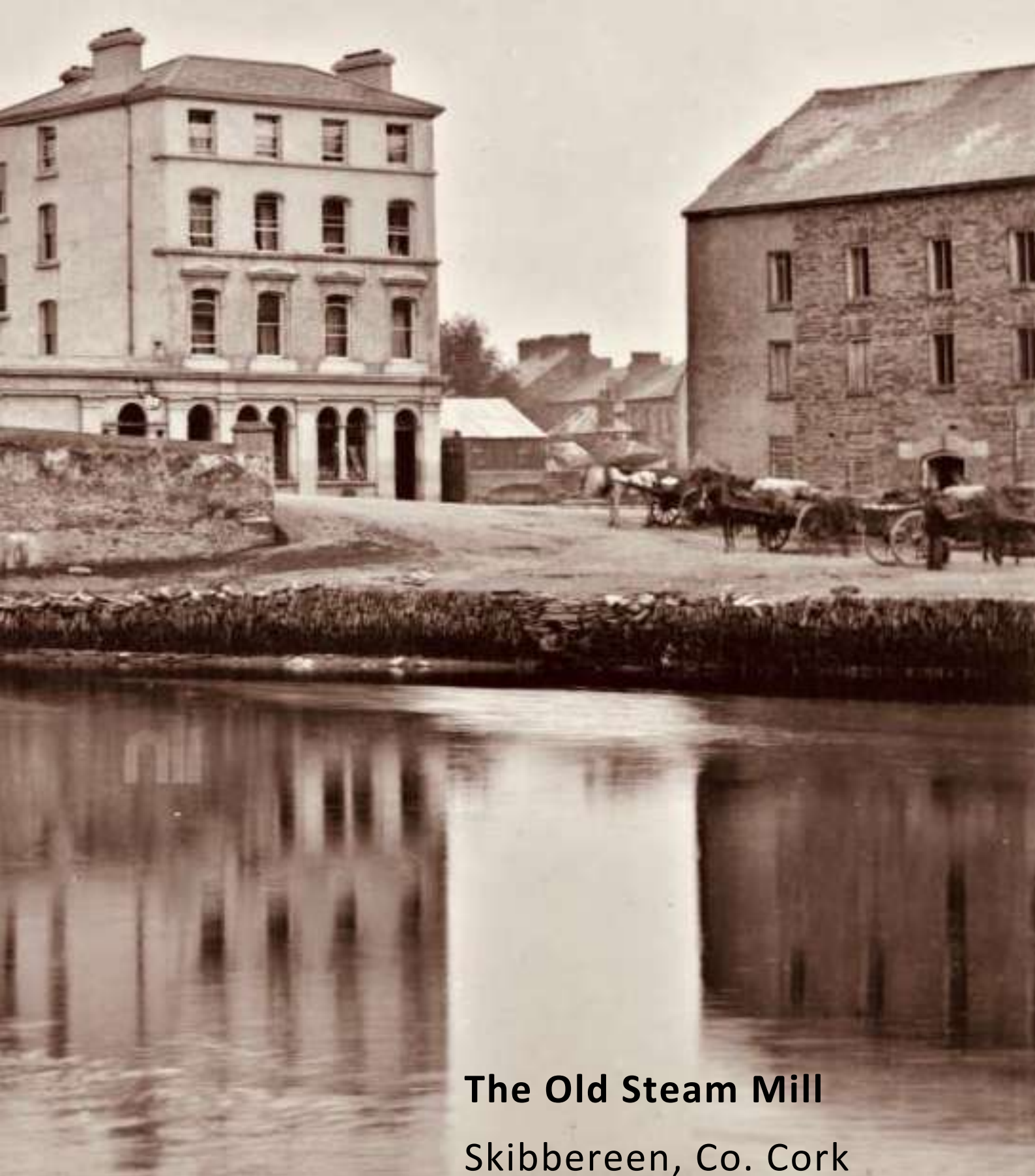
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3.0 – THE OLD STEAM MILL SKIBBEREEN CONSERVATION MANAGEMENT PLAN

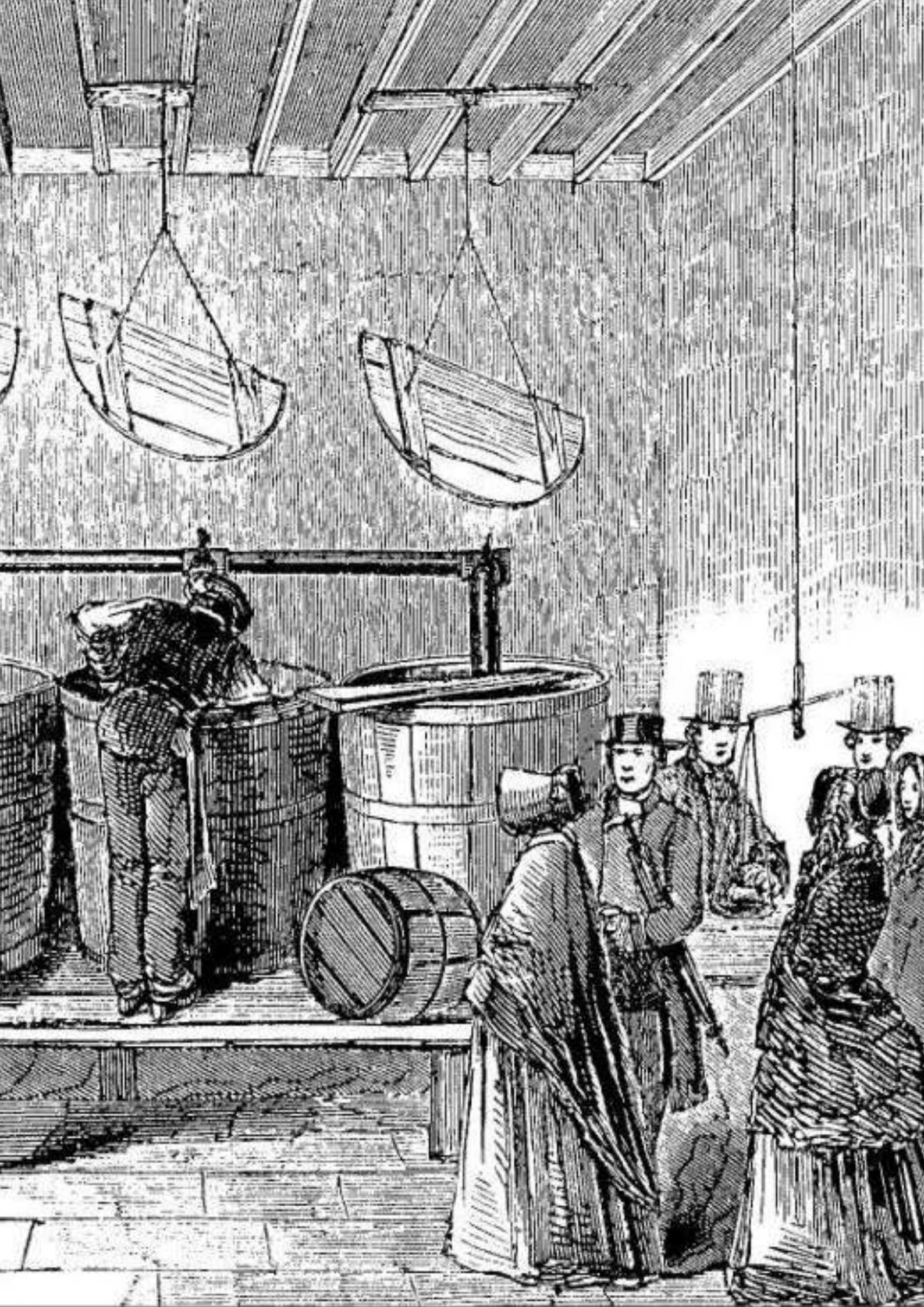


The Old Steam Mill

Skibbereen, Co. Cork

Conservation Management Plan

November 2023



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Appendices



Part One: Introduction, Methodologies, and Heritage Protection

The Old Steam Mill

1.0 Introduction

1.01 Overview of Report

This Conservation Management Plan (CMP) has been carried out as part of the Future Usage Report for the Old Steam Mill, Skibbereen. The Old Steam Mill is an important part of the built and social history of the town of Skibbereen, and at present the building is vacant and at risk of deterioration. The Future Usage Report aims to demonstrate the viability of restoring the building through adaptive reuse in order to create a tourist attraction for the town. It is hoped that this project will assist in unlocking the building's potential to support the local community and preserve the structure for future generations.

There are two main strands to the work undertaken (i) A Conservation Management Plan and (ii) A Future Usage Report. The Conservation Plan is a tool for architectural conservation. Its methodology facilitates the examination of the many facets of historic places and buildings, by collating information, ascribing significance and devising policies for future management.

This CMP will focus on recording and analysing the existing Steam Mill building and assessing the works required in order to secure the built fabric. It will include information on the physical and historical context of the project and identify the works required in order to restore the building over the coming years. This report references information provided by a structural survey and report which has now been undertaken on the building by Watermann Kelly Consulting Engineers, as well as a measured survey of the building undertaken by them.

Separately to this CMP, a Future Usage Report will provide a design proposal for the project and demonstrate how the site might be run. A formal Preliminary Business Case is being carried out by CHL Consulting Company Ltd. which explores the future use of the building in the context of the development of an immersive exhibition on the Great Famine and the building's role in that catastrophic event.

1.02 Project Brief: Conservation Management Plan

The brief for the project was to produce a Future Usage Report which would incorporate a Conservation Management Plan (CMP). The brief for the CMP was to include the following Information:

- A concise and factual history of the building and site, with an analysis of the historical and cultural significance of the site, its role and importance locally, nationally, and internationally (particularly with reference to the famine and the effect this had on the local community).
- An identification and analysis of the conservation needs of the building with a condition report on the current building fabric
- A review of planning / environmental / statutory constraints
- A review of public access requirements or limitations including commentary on the available parking
- An Action Plan for the measures required to restore and preserve the building, including details of the repairs and categorising same by urgency and providing an appropriate phased delivery of repairs/ renovations

In addition to this the brief included for Structural and Topographical Surveys which would include the following:

- A Structural Survey with a thorough inspection of the building's interior and exterior.
- A Structural Report to include a detailed narrative on the inspections with commentary on the structural integrity/ stability of the building
- An Action Plan for the measures required to restore and preserve the building, including details of the repairs and categorising same by urgency and providing an appropriate phased delivery of repairs/ renovations

The information from these two elements are amalgamated in this Conservation Management Plan.

1.03 Design Team Members

The report has been commissioned by Cork County Council. The design team consists of the following personnel:

- James Bourke Architects- Project Lead/ Conservation Architects
- CHL Consulting Company Ltd – Tourism and Business Consultant
- Waterman Kelly Consulting Engineers_ Surveyors and Structural Engineers.

The final Feasibility Report will rely on the contribution of all of the above consultants in order to provide a cohesive and realistic proposal for the building.

1.04 Report Limitations

The report is based on all available information. All analysis was based on visual work only and no opening up work was undertaken. While most of the structure was exposed and could therefore be inspected, further investigations will be required as identified by this report.

Methodology

1.05 Conservation Plan Methodology

Central to the protection of any building or monument is the understanding of its historic and cultural significance, its potential for future use and its vulnerabilities. A Conservation Management Plan defines the location, physical conditions and current presentation of a building or structure, establishes why it is significant; and establishes how that significance may be vulnerable. Based on a comprehensive understanding of the building, it provides recommendations which will provide a framework for its protection and management in the short term and projected into the future.

This report assesses the significance of the Old Steam Mill within the context of the historic town of Skibbereen. It sets out an action plan for the conservation, repair, and maintenance of the building. The report identifies and prioritises the repair works required to secure the existing fabric. It provides a framework for the project over the coming years.

This Conservation Management Plan represents an initial step in the long-term plan for the project. The objective of this CMP is to secure the existing historic fabric and propose a schedule of repairs in accordance with best conservation practice. While the focus of this report is on the short-to-medium term goal of preventing further deterioration to the existing building fabric, the overarching plan for the building encompasses a long-term vision of the future use of the building as the home of an immersive exhibition on the Great Famine. A description and impact assessment of this proposal falls outside the scope of this CMP. The repairs recommended will maintain the historic and architectural significance of the building.

The CMP is based on site visits, map research, historical research, and the input of various consultants. Fieldwork was undertaken at various stages in summer 2023. Documentary research was undertaken using primary and secondary sources. A measured survey was carried out using computer-based surveying equipment, and drone footage was taken of the building.

1.06 Objectives of the Conservation Plan

This core objectives of this Conservation Management Plan can be summarised as follows:

- Study the building, assessing its significance as a structure and within its wider environment
- Provide a tool to inform and manage the future conservation of the building, with reference to potential future phases of development for the project

To achieve these objectives, it is necessary to:

- Establish the heritage protection context for the structure
- Provide a historical background with chronology of development of the structure
- Provide a written description of the existing structure with analysis of the conservation needs of the fabric and a condition report on the current building fabric
- Provide a record of the existing structure in the form of photographs and provide a measured survey of the existing structure
- Provide an Assessment of Significance of the structure
- Understand the vulnerabilities that may give rise to damage or degradation of the conservation value of the building.

Arising from this understanding, it is then possible to devise the necessary outcomes:

- Provide an Action Plan for the conservation works required to restore and preserve the structure

The Old Steam Mill

1.07 Building Overview

The Old Steam Mill is an important part of the built and social history of the town of Skibbereen, and at present the building is vacant and at risk of deterioration. This CMP will provide an overview of the history and development of the building, an assessment of the current condition of the built fabric, and recommendations for repair works going forward. Cork County Council acquired the now vacant and derelict building in 2016 with a view to preventing any further deterioration and repurposing it for active future use.

The Old Steam Mill on Ilan Street, Skibbereen, dates from the early 1840s. Its primary historical significance lies in its conversion in 1846 for use as one of the first large-scale famine relief soup kitchens in Ireland. Skibbereen was one of the districts worst affected by the Great Famine and reports from the area attracted worldwide attention. It is, therefore, highly appropriate that the building should be preserved, and its story told.



Fig 1.01: Images of Skibbereen Steam Mill

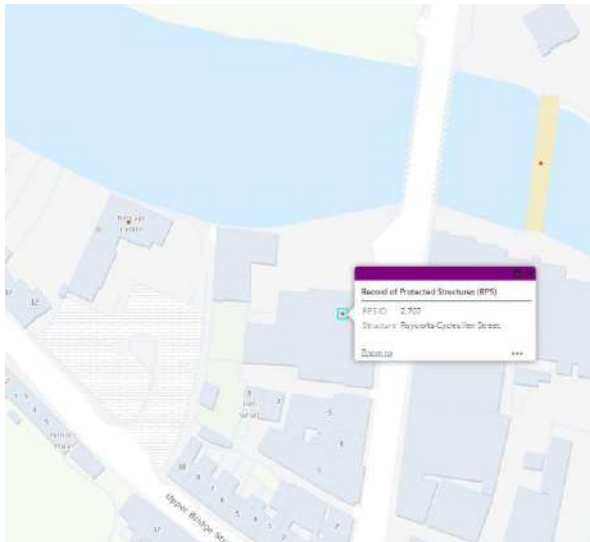


Fig 1.02: RPS Record

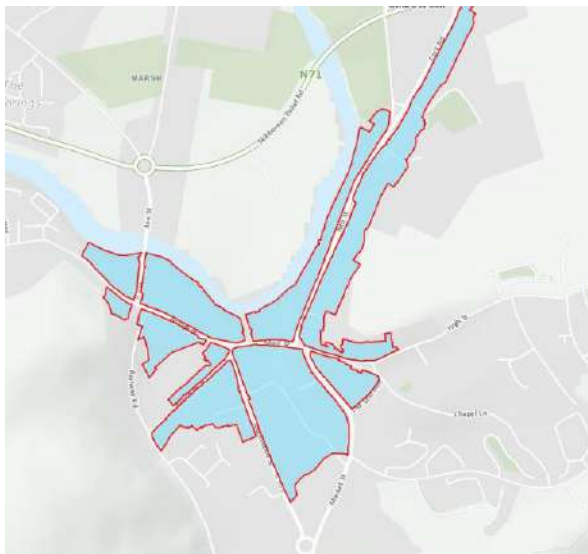


Fig 1.03: Skibbereen ACA

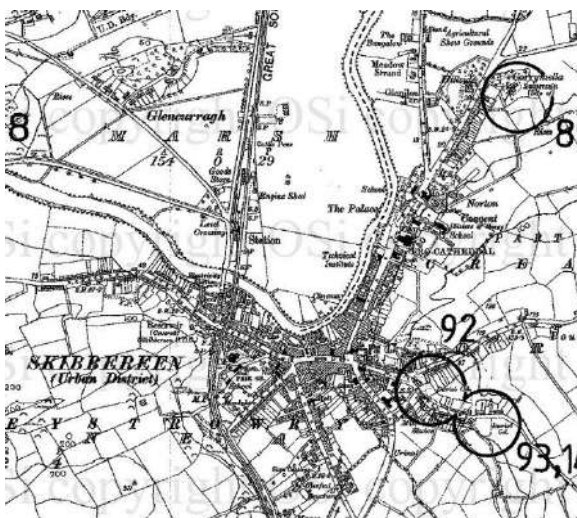


Fig 1.04: RMP Extract, Map Reference 141

1.08 Legislative Framework

All development should be assessed on consistency with statutory heritage policies, designations, and guidelines. Ireland has ratified European and International conventions in relation to the protection of its built heritage. These, along with a large body of conservation charters and associated conventions and documents, are an essential framework for good practice in the protection and enhancement of the Historic Environment

This report has been written in accordance with the ICOMOS Guide to Recording Historic Buildings (Butterworth Architecture, 1990) and the RIAI Guidelines for the Conservation of Buildings, 3rd Edition (RIAI, 2010). As per these guides the first object of a survey should be to record what is necessary in order to understand and illustrate the history of the building in its plan, structure, development, use, and decoration. The report is based on site visits, map research, historical research, and visual inspections generally. This body of work should be used to inform the project going forward. No opening up work was undertaken to establish the condition of building fabric concealed from view. Any drawings included in this report are indicative and for reference purposes only. A copy of the measured survey drawings can be found in the appendix of this report.

The main condition report by James Bourke Architects was undertaken on 27th July 2023. Weather was dry and sunny.

1.09 Building Status

Planning and Development Act 2000

The Planning and Development Act 2000 (as amended) requires that Planning Authorities compile and maintain a Record of Protected Structures. The RPS is a mechanism for the statutory protection of our built heritage. A protected structure may be included in the RPS on account of its architectural, historical, archaeological, artistic, cultural, scientific, social or technical importance.

The Old Steam Mill is a Protected Structure.

RPS ID: 2,707 'Roycrofts Cycles Ilan Street'.

In addition to the RPS, the designation of historic areas as Architectural Conservation Areas (ACAs) under Section 81 of the Planning & Development Acts is a way to protect the character of Ireland's historic areas. An Architectural Conservation Area (ACA) is a place, area, group of structures or townscape that is of special architectural, historical, archaeological, technical, social, cultural, or scientific, interest, or that contributes to the appreciation of a Protected Structure.

The Old Steam Mill is located within and Architectural Conservation Area: 'Skibbereen Conservation Area'.

National Monuments Act 1930-2004

Structures and/or sites may be protected under the National Monuments Acts 1930- 2004. This can be in addition, or as an alternative, to protection under the Planning and Development Acts. The protection of structures under the National Monuments Acts takes place at national level within the Department of the Environment, Heritage and Local Government. Sites protected under the National Monuments Acts are contained in the Record of Monuments and Places (RMP).

The Old Steam Mill is not included on the RMP

The National Inventory of Architectural Heritage is a unit within the Department of the Environment, Heritage and Local Government engaged in compiling an evaluated record of the architectural heritage of Ireland.

The Old Steam Mill is included on the NIAH.

Registration Number: 20841009

The NIAH rate the building as being of **Regional Importance** and **Architectural Significance**.

Wildlife Acts

The Wildlife Acts 1976 - 2000 are the principal statutory provisions providing for the protection of wildlife (both flora and fauna) and the control of activities which may impact adversely on the conservation of wildlife and their habitats. The Minister for the Environment, Heritage and Local Government is the Competent Authority for the servicing of a number of wildlife-related international agreements and implements a number of EU Regulations, Directives and International Conventions.

Competing conservation requirements of the natural and the built heritage may give rise to dilemmas. Conservation Rangers from the Department of the Environment, Heritage and Local Government can be consulted and may be able to suggest measures to avoid damage to the habitats of fauna.

National Inventory of Architectural Heritage







2.0 Building Context

2.01 Skibbereen— A Brief Social History

Skibbereen is located in West Cork on the banks of the river Ilen. In the medieval period this area was dominated by the Gaelic MacCarthy Reagh who occupied a nearby castle. A settlement existed by 1631, when a group of refugees is thought to have fled here from Baltimore following a slave raid by Algerian Pirates. By the 18th century Skibbereen had a thriving textile industry and was an important market town. However, the town was devastated by the Great Famine, with reports from the area attracting worldwide attention. Many of the buildings in the town have direct links to the famine and stories in relation to these buildings have been passed down through the generations.

Prior to the famine, Skibbereen was a prosperous town. It is described in Lewis' 1837 Topographical Dictionary as 'A very flourishing place'.¹ His description paints a picture of this:

In the town are capacious storehouses for corn, and a considerable quantity of flour is also exported from the mills of Mr. J Clark, on the bank of the Ilen, a quarter of a mile from town.....milk and fuel are also exposed daily in the market-place for sale. The supply of provisions is very abundant particularly fish and poultry: pigs and sheep are also sold in great numbers...



Fig 2.01: View of Skibbereen Townscape

¹ <https://www.libraryireland.com/topog/S/Skibbereen-West-Carbery-Cork.php>

It was in this context that plans for the steam-mill would have been made. However, by 1845 the fortunes of the town, and the entire country, had completely changed. While an in-depth account of the famine in Skibbereen falls outside the scope of this report, it is clear that in less than a decade after Lewis' description many thousands of people were slowly starving to death throughout the streets of the town. There are numerous written records of the suffering experienced in the town at this time:

....I assure you, in the language of sincerity and truth, that I am astonished and appalled at the alarming increase of disease in this town within the last fortnight: and, even with my former experience, I could not form the faintest or most indistinct idea of such terrible destitution and ghastly mortality as I have witnessed in the last two nights.²

The Old Steam Mill should be thought of as an integral piece of the social history of the town during famine times and beyond, with a building intended for productive industry becoming an emblem of the hardship and suffering experienced during the 1840s to 50s. This was a time when Skibbereen was, in effect, the epicentre of famine fatalities in the south-west of Ireland. The Skibbereen Union area lost over a third of its people during the Great Famine, one of the biggest losses of any union in the country, and horrific reports from the Skibbereen area were featured in international news media at the time.



Fig 2.02: Illustration of the famine in Skibbereen

² The Cork Examiner January 1847 'Condition of the Country- Increase of Famine and Pestilence- Progress of death, from our Special Reporter



Fig 2.03: James Mahony Famine Illustration, 1847

Historical Development

2.02 Historical Overview

The Old Steam Mill was constructed sometime in the early 1840s. It was built by Thomas Henry Marmion on the banks of the Ilen River, an appropriate location for a building whose intended use was as a flour mill. However, it's construction was concurrent with the famine, and the Mill was in use as a soup kitchen by 1846. It is unclear whether it ever functioned as a mill in its earliest days or was put straight to use for this purpose. Early references to the building from the 1840s refer to it as *Marmion's Store*, so it is quite possible that it did not begin to function as a mill until after the famine.

In famine times Skibbereen became infamous for the suffering experienced by its people, most notably from 1846 through to the early 1850s. There are numerous first-hand accounts of the horrors experienced by the community in Skibbereen and daily suffering experienced by the locals. By the time of the second failure of the potato crop in autumn of 1846 the situation in the area was dire, and it was at this time that a group of local men set up a Soup Committee in Skibbereen to provide gratuitous relief. The term "gratuitous" was inserted in the title because soup was given without charge to the people of Skibbereen. This went against the prevailing mores of the time when the poor were expected to earn any relief given to them.

Thomas Marmion was chairman of that group, and he gave the use of the Steam Mill for a soup kitchen. The soup kitchen opened on 7th November 1846 and was one of the first large-scale soup kitchens to be set up in Ireland. The building continued to function as a soup kitchen through to 1847, with a report from February 1847 stating that it was producing 8,700 pints of soup and rice daily, both for dispensing from the building and distributing around the areas outside of the town.

There is some evidence of a fire in the building in 1848, with the newspapers reporting that the new steam mill at Skibbereen erected by Thomas H. Marmion, Esq, of Cork, was burned to the ground. The accuracy of these reports is unclear, but seems that a fire did occur, and it is possible that

reconstruction works might have been undertaken in the building around this time.

After its time housing the soup kitchen it appears that the building was used as a workhouse. A newspaper article dated 1851 gives an account of the conditions experienced in the Skibbereen Workhouse, which was located located to the north of the town on the Drimoleague Road (now the R593). This article refers to several auxiliary workhouses, and states that Mr. Marmion's store housed 200 persons at this time. These auxiliary workhouses were set up in the area in order to accommodate the destitute, with the main workhouse quickly becoming overwhelmed in the wake of the famine.

After the famine, the building was leased out and from the mid-to-late 1800s it was in use as a steam-mill. The mill later passed into ownership of Thomas Roycroft, and it continued to function as a corn house/ store into the 20th Century. The Roycroft family ran a business in the Steam Mill until 2017, with Richard, a grandson of Thomas, operating his bicycle shop there in later years. It is now in the ownership of Cork County Council, and the building is currently vacant.



Fig 2.04: James Mahony Illustration of 4th class house, 1847

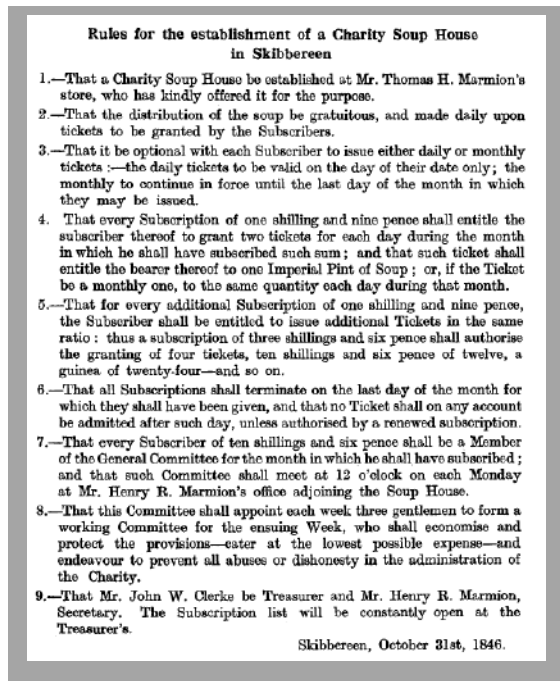


Fig 2.05: Rules for the Establishment of a Charity Soup House in Skibbereen

2.03. Thomas H Marmion

Thomas Henry Marmion was an agent to the Castletownsend estate and managed over 700 acres in the Skibbereen area of county Cork in the 1870s. Thomas Marmion was among the most progressive millers in county Cork at the end of the eighteenth and beginning of the nineteenth centuries.³ He appears to have been one of the more conscientious land agents in this area during the Famine and tried to live by his own maxim 'property has its duties as well as its rights'. He was the chairman of the Soup Committee in Skibbereen and was in opposition to the British Government's policy in relation to the famine.

*'So many deaths have not occurred in this neighbourhood from any other cause as from employment on the public roads...the medical men of this town can tell you it is more destructive to the poor people to work on those roads that the most malignant disease could be, "Road sickness" is the name they give it'.*⁴

A report from the Cork Examiner dated Wednesday Evening, November 28, 1860, gives an account of Mr. Marmion's retirement from his post as agent over the Castletownsend estate. It describes how Mr. Marmion had been appointed to the role before 'the terrible famine' and reports that:

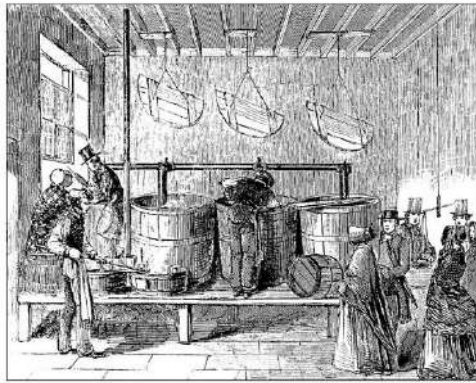
'a great number of those present would recollect how kindly and considerately he acted at that time (hear and applause)- how he pressed no-one (hear, hear)- how rents were forgiven: and from that time up to the present he had earned for himself the respect and esteem of the tenantry'

While there may have been some bias at a speech given at a retirement party, it appears that Marmion was well respected in the area, and his efforts to help provide famine relief in Skibbereen cannot be denied.

³ <https://landedestates.ie/family/2379>

⁴ The Cork Examiner, Wednesday Evening, January 6, 1847 'SKIBBEREEN POOR'

2.04. The Soup Kitchen



THE CORK SOCIETY OF FRIENDS' SOUP HOUSE.



Fig 2.06: The Cork Society of Friends Soup House, Illustrated London News 1847.

Government policy during the Famine was focused on work schemes, with hard physical labour being exchanged for minimal wages. Malnourished and ill people were unable to earn enough under this system to buy sufficient food to survive, and even if they did earn enough, food might not be available to buy. By 1846 the poor of Skibbereen were enduring horrific suffering, and the need to provide gratuitous relief to the destitute became obvious. It was in late 1846 that a group of individuals set about to assist the poor, establishing the Skibbereen Committee of Gratuitous Relief. The intention of the group was to set up a small-scale soup kitchen, and a set of rules for the administration of the soup kitchen was drawn up at the end of October 1846. The first of these rules stated that *'a Charity Soup House be established at Mr. Thomas H. Marmion's store, who has kindly offered it for the purpose'*. The rules describe how subscribers to the scheme would donate money, with a subscription of one shilling and nine pence allowing for two tickets daily, each of which would provide one pint of soup. The subscriptions were monthly, and the administration of the kitchen would be by the General Committee, which would *meet 'at 12. O'clock on each Monday at Mr. Henry R. Marmion's office adjoining the Soup House'*.⁵ The Soup Kitchen opened on the 7th November, 1846.

A statement of the conditions in Skibbereen was written by the Skibbereen Committee of Gratuitous Relief on February 1st 1847. It gives an account of the circumstances leading up to the famine, criticising the Public Works and explaining the necessity of establishing a Soup Kitchen. It notes that the opening of the kitchen on the 7th of November marked it as the first one opened in Ireland (to the best of the committee's knowledge), with the exception of Clonmel which was commenced on the same day. The account describes how:

A large boiler was soon after set up, and the supply gradually increased from about 40 gallons, to 120 gallons of strong nutritious soup, which latter

⁵ Charity Souphouse at Skibbereen, 1846, from the Journal of the Cork Historical and Archaeological Society, 1946, Vol 53, No. 174, pgs 189-190

quantity had been gratuitously distributed up to the 21st Dec....⁶

As well as dispensing soup from the Steam Mill building itself, the committee also sent food to areas outside of the town. This was an attempt to halt the flood of people pouring into the town in search of aid. In January 1847 the Cork Southern Reporter published a letter from the editor from John WM Clerke of the Skibbereen Soup Committee stating that:

-Urged by necessity, the Skibbereen Soup Committee has now extended itself into one of general gratuitous relief: proposing, not only to give soup, but also to distribute, at the dwellings of the destitute sick, such nourishment as shall be prescribed for them by their medical visitors.....Soup is at present supplied to 1,450 and will soon be given to 2,0000 individuals daily, but alas! the torrent is too mighty to be stayed by any human effort, short of the intervention of Government, and for what is a Government, if not to watch over the safety of its subjects. ⁷

That same newspaper gave an account of a meeting of the Soup Committee, who were concerned with the business of setting up an additional kitchen. The article also provides an insight into the shortcomings of the government assistance:

The business was principally confined to the arrangement of details, and other matters calculated to bring a second soup kitchen into immediate operation in this town . A few of the gentlemen present volunteered to provide

a quantity of soup amounting to six gallons daily, at their own house, for the expense of which they will be reimbursed by the committee

A conversation occurred regarding the conduct of Government at the present disastrous period, and the shameful manner in which they were treating that district and the country generally.

In February 1847 alone, over 3,000 came into Skibbereen looking for food, and the efforts of the soup committee had extended to providing rice-milk in the surrounding areas. By the early months of 1847, up to 8,600 pints of soup were dispensed every day from the Steam Mill building⁸, a staggering increase in output from the initial 320 gallons dispersed when the kitchen was initially set up in November. The statement of the conditions in Skibbereen by the Skibbereen Committee of Gratuitous Relief on February 1st 1847 noted that

The Soup Committee...have....largely extended the scale of their operations, not only by greatly increased issue of soup, but by the distribution of rice-milk at the houses of the sick. By means of the rice thus distributed, they daily afford relief to above 700 sick, almost all suffering under fever, or dysentery'. ⁹

Fig 2.07: Detail of a depiction of crowds gathered to buy Indian corn in Cork, from the Illustrated London News, 4th April 1846. (Source: Illustrated London News/Hulton Archive/Getty Images)



⁶ statement of the conditions in Skibbereen was written by the Skibbereen Committee of Gratuitous Relief on February 1st 1847.

⁷ The Cork Southern Reporter Tuesday January 5 1847 ' Skibbereen Committee of Gratuitous Relief'

⁸ Dear Old Skibbereen, Cleary & O Regan, p.23

⁹ statement of the conditions in Skibbereen was written by the Skibbereen Committee of Gratuitous Relief on February 1st 1847.

The Soup Committee statement further outlined the difficulties in sourcing the funding and food-stuffs required to meet the demands, as well as the hardships faced by those availing of the relief.

In February 1847, Skibbereen was visited by the American philanthropist, Elihu Burritt, who gives a harrowing account of the conditions:

I took my first walk through this Potter's Field of destitution and death. As soon as we opened the door, a crowd of haggard creatures pressed upon us, and, with agonizing prayers for bread, followed us to the soup-house. One poor woman, whose entreaties became irresistibly importunate, had watched all night in the grave-yard, lest the body of her husband should be stolen from his resting place, to which he had been consigned yesterday. She had left five children sick with the famine fever in her hovel, and she raised an exceedingly bitter cry for help. A man with swollen feet pressed closely upon us, and begged for bread most piteously. He had pawned his shoes for food, which he had already consumed. The soup-house was surrounded by a cloud of these famine spectres, half naked, and standing or sitting in the mud, beneath a cold, drizzling rain. The narrow defile to the dispensary bar was choked with young and old of both sexes, struggling forward with their rusty tin and iron vessels for soup, some of them upon all fours, like famished beasts. There was a cheap bread dispensary opened in one end of the building, and the principal pressure was at the door of this.

While it provided much needed relief to the starving poor of Skibbereen, it is clear that the Old Steam Mill was an unfortunate focal point at this time, bringing into focus the suffering of the people.

Fig 2.08: Skibbereen Famine Illustration



2.05. The Workhouse

It is not clear when the soup kitchen operations at the Steam Mill ceased, but there are reports of a major fire in the building in 1848. This may have led to significant reconstruction works at that time. The incident was reported in local newspapers :

*Sunday Night, the new steam mill ay Skibbereen, erected by Thomas H. Marmion, Esq, of Cork, was burned to the ground*¹⁰

By 1850 the steam mill appears to have been in use as a workhouse. When A.G. Stark visited Skibbereen in 1850 he recorded that:

In the main workhouse, and about twenty auxiliaries ... here are upwards of 4,000 paupers fed, lodged and clothed in idleness at the public expense ...the shrill sound of female voices that reached my ear, as I passed one of them ... as if nothing reigned within except discord and pain... The weekly mortality is so great as to suggest the prospect that, before many months elapse, the rate-payers will have much less to pay, as some hundreds will have gone 'where the wicked cease from troubling, and the weary are at rest'.

The main workhouse referenced here was likely the one found outside the town, which can be seen on historic OSI maps. The Skibbereen Workhouse was destroyed by fire in June 1921 during the War of Independence. Its location is now occupied by Skibbereen Community Hospital and nothing remains of the Workhouse itself apart from the high stone walls surrounding the site.

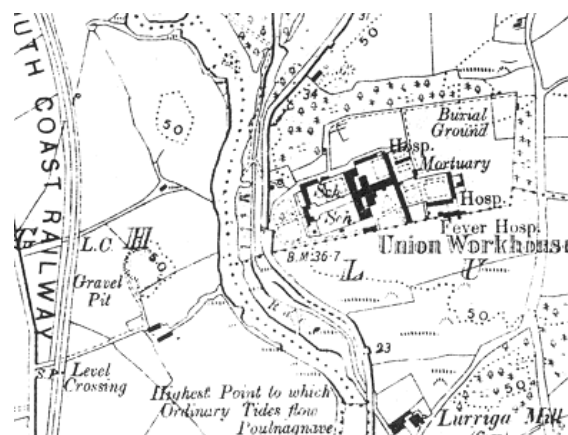
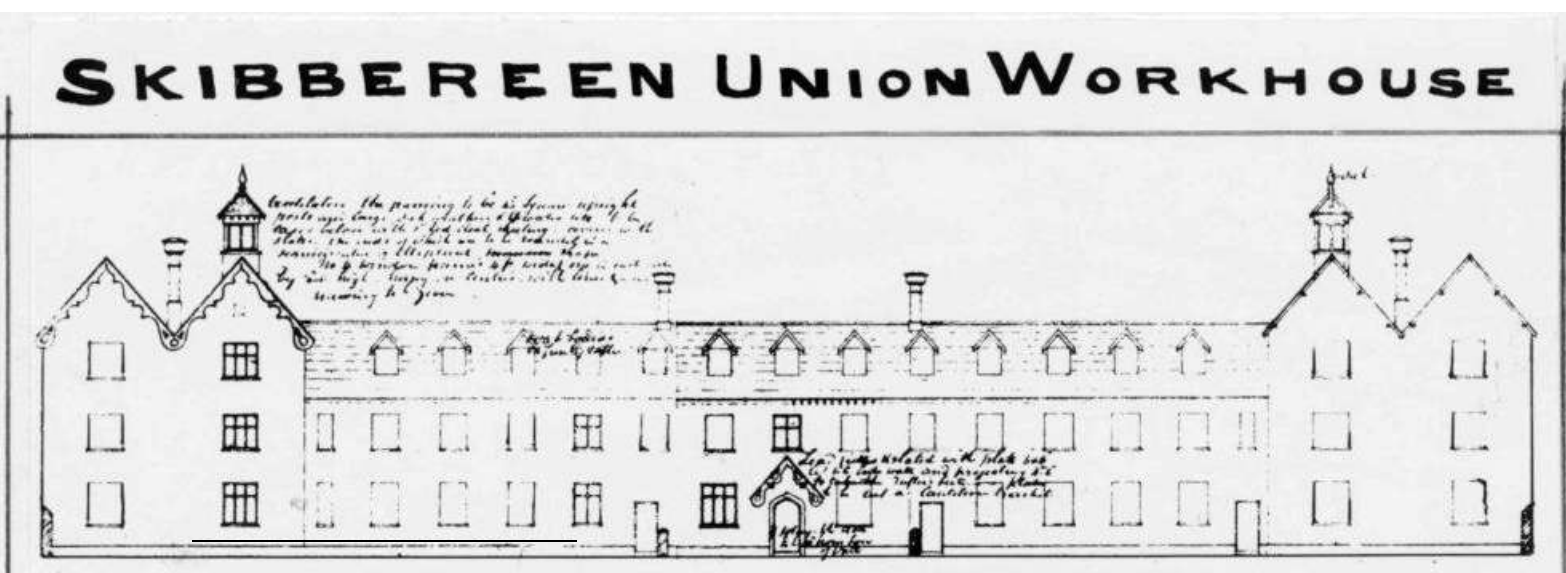


Fig 2.09: (above) Historic OSI map of Skibbereen Workhouse

Fig 2.10: (below) Historic drawing of Skibbereen Workhouse



¹⁰ The Limerick Chronicle May 17h 1848 / The Tipperary Vindicator, Saturday May 20, 1848

In an 1851 newspaper article, Marmion's Store was listed as one of a number of Auxiliary Workhouses which had opened in Skibbereen to accommodate some of the thousands of destitute paupers who crowded into the town seeking relief. The article refers to Mr Marmion's Store being used to house 200 persons.

*I visited the workhouse, or rather the many workhouses, of this really impoverished union to-day, for the purpose of satisfying myself whether the union was as distressed as it represented....In addition to the Workhouse there are several auxiliary Work-houses for the reception of paupers, as no out-door relief is now given in the Union. Daly's store on Bridgetown quay contains 75,; Mc'Carthy's store adjoining, same number,; **Mr, Marmion's store, 200...** This alarming number of paupers would appear incredible in a Union where the population has been so perceptibly reduced by famine, disease, and emigration.¹¹*

2.06 Later Years

After the famine, the building was leased out and from the mid-to-late 1800s it was in use as a steam-mill. The mill later passed into ownership of Thomas Roycroft, and it continued to function as a corn house/ store into the 20th Century. The Roycroft family ran a business in the Steam Mill until 2017, with Richard, a grandson of Thomas, operating his bicycle shop there in latter years. It is now in the ownership of Cork County Council, and the building is currently vacant.

Fig 2.11 Photo of southeast corner of the Steam Mill, 2023



¹¹ The Constitution; or, Cork Advertiser Thursday June 5th 1851

Skibbereen Union (from the Reporter of the Cork Constitution)

2.07 Map Analysis

The building is not visible in the earliest editions of the Ordnance Survey map, but does appear on two editions of the 1:2500 county series. The earliest mapped record of the building appears to be the Griffith Valuation map, which appears to date to sometime around 1850.

- (left) There is no building present on the site in the 6" edition of the OSI map. This area of the town was undeveloped at the time. This edition of the OSI map was published in 1845, with Skibbereen being surveyed in 1841.



Fig 2.12 6' 'first edition OSI Map



- (left) Griffiths Valuation Map- early 1850s. The building is visible as per its current form generally. There is an additional small volume to the west visible (the former ridge line of this is still visible on site today) . The building is marked as 'Steam Mill' and annotated '45'. The gasworks to the west of the building had also been constructed by this time, and an additional volume is visible attached to the south-west corner of the south facing annex. There is a laneway between the Steam Mill and Gas Works, leading to the river / quay. An additional building is visible between this land and the Steam Mill, adjoining the river.



Fig 2.13. Griffiths Evaluation Map

The corresponding information from Griffith's valuation dated 1853 records the building as being owned by Thomas. H. Marmion and describes it as a 'Steam-mill, kiln, corn-stores, and quay'. It was leased at this time by William Wolfe, Samuel Levis, and Thomas Bennett, and was valued at 68 pounds.



Fig 2.14 25" edition OSI Map

•(left) 25" edition of the OSI map- building clearly visible. An additional infill building present to the west. A smithy is visible to the south of the building. The building form and site layout are largely similar to the Griffiths valuation map.

This map was surveyed in 1899 in Skibbreen and published in 1901.

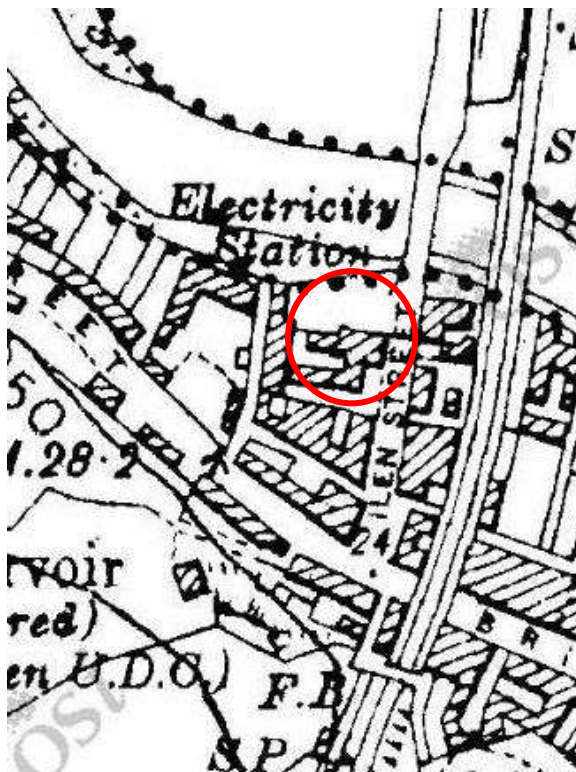
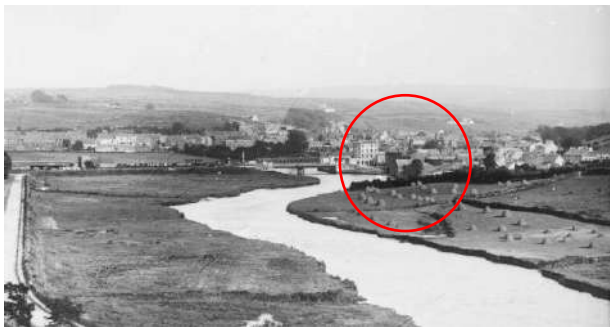


Fig 2.15 6" last edition OSI Map

•(left) 6" inch last edition of the OSI map, published 1944. The Steam Mill is clearly visible and is largely as per the 25" map, although the infill section to the south-west corner of the building now appears to be open. There are additional buildings visible to the west, built along the lane between the mill and gas works. Additional buildings have now also been constructed to the far side of Ilen Street, opposite the east gable of the building.



2.08 Photographic Records

- (left) Photograph from the Eblana Collection from Lawrence William 1840-1932. Photo dates to between 1870 to 1890. There is a large chimney stack visible to the west gable, and a dormer window present to the roof for access in the north-west corner of the roof. The west facing annex is roofed in slate and has a duo-pitch roof.



Fig 2.16 Historic Photo from National Library of Ireland, 1840-1932



- (left) Photograph from the Lawrence Collection, National Library of Ireland c.1863-1932. Photo from Robert French.

Although this does not depict the Steam-Mill building, it gives an indication of how the steam mill would have been part of a series of warehouses and industrial buildings located along the river Ilan, and should be thought of as a part of the old industrial network of buildings in the town.



Fig 2.17 Historic Photo from National Library of Ireland, 1863-1932



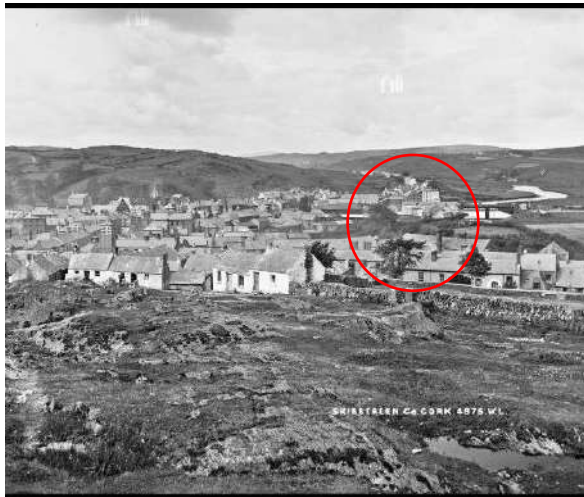
•(left) Detail from c 1910-Lawrence Collection
National Library of Ireland

Natural slate roof with dips visible. Roughcast render wall to northeast corner of the building, exposed rubblestone masonry to north wall with bipartite timber windows to two upper floors, with glazing not immediately apparent. Bars to ground floor opening with timber sliding sash windows visible behind. Note the centrally located opening on the north elevation, which has round-arch head. Building is open to the river.



Fig 2.18 Historic Photo from National Library of Ireland, c1910.





•(left) Photograph from the Lawrence Collection,. Photo from Robert French dated to between 1865-1914.

View of east gable of the steam-mill building, with the east elevation of the south annex partially visible. The gable windows visible here are as per the current locations in the main volume.

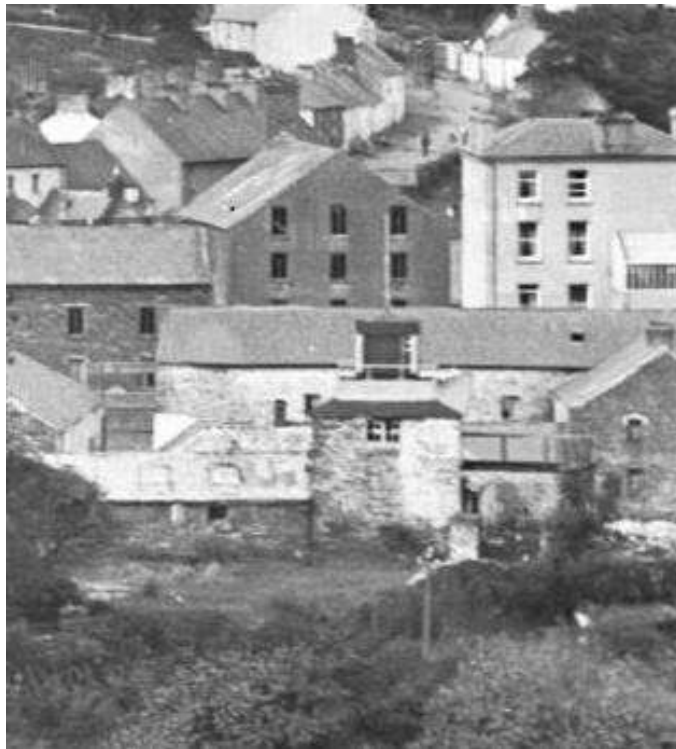
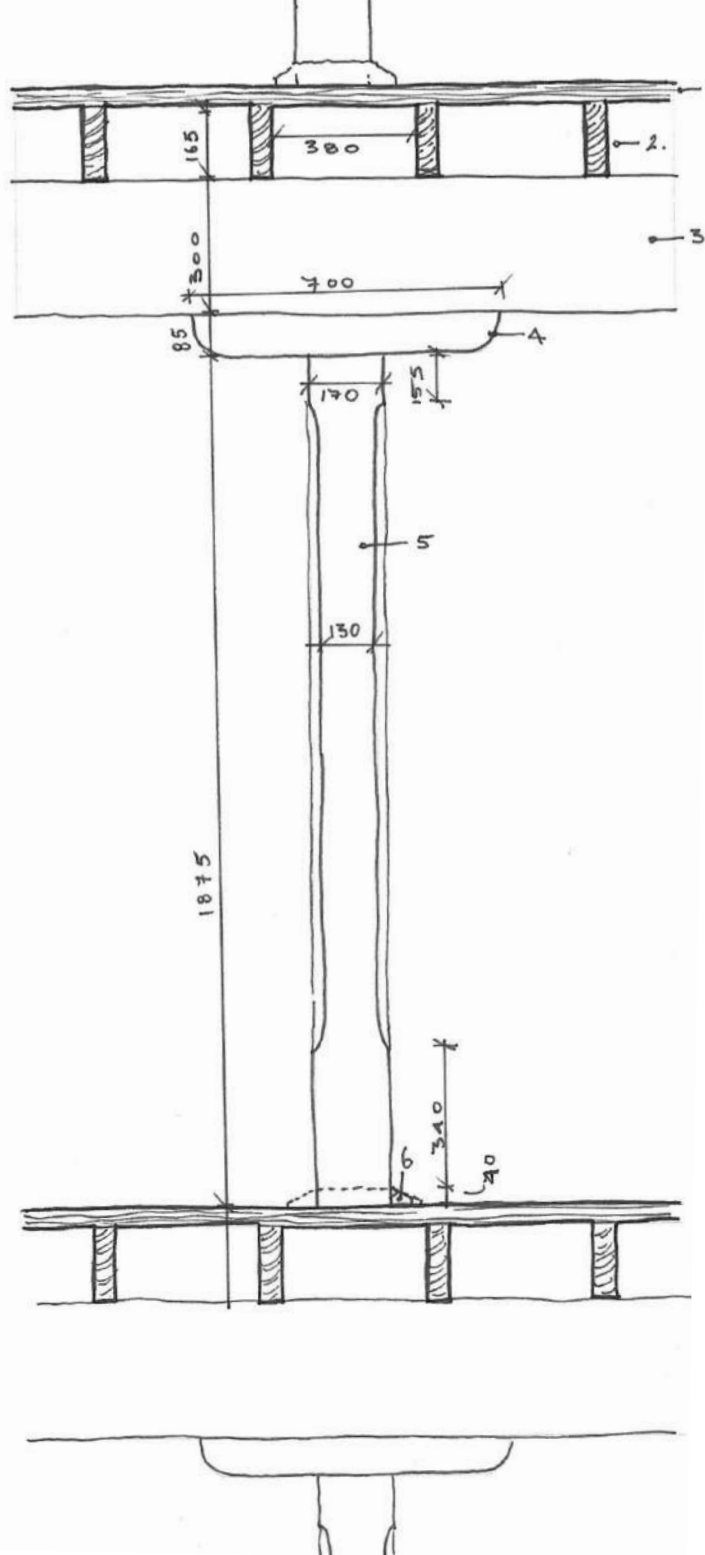


Fig 2.19 Historic Photo from National Library of Ireland, 1865-1914..



Part Three: Understanding the Building: Fabric and Analysis, Condition Survey



Fig 3.01: View towards gas works/ heritage centre. Mill to lhs.



Fig 3.02: View of mill from Ilan street



Fig 3.03: View from south of mill.

Written Description: External

3.00 External: Site Overview

The Old Steam Mill consists of a main mill warehouse, a south annex and a west annex. The main volume is a simple three storey duo-pitch volume with rubble masonry walls and a man-made slate roof. There is an additional floor in the attic space. The principal elevation faces north, towards the river, and is a six-bay elevation. The east elevation opens onto Ilan Street and is a three-bay elevation. The west annex is a monopitch two storey volume, but the roof has been lost and it is open to the elements. The south annex is a two-storey dup-pitch volume with a corrugated roof covering. There is an additional floor in the attic space of this volume too.

The site is accessed via a vehicular entrance onto Ilan Stret to the north of the building. The existing Skibbereen Visitor centre and car park is located in the former gas works building to the northwest of the mill, and there is small commercial premises located opposite the west annex. There are adjoining buildings to the south of the site, with access to this side of the building for visual inspection being quite limited along this facade.

The site is bound to the north by the river, with a modern stone wall with concrete capping separating the car parking area from the river. The area to the north of the mill has a modern tarmac finish, and there is a drop in level from the road into this parking area. It is noted that the building and external site area are situated within a flood plain and that this area could be vulnerable to flooding.

3.01 External: Main Volume, Roof

The pitched roof of the main volume consists of modern cement-based slates on battens on underlay and supported on a timber truss. The original natural slate roof finish has been replaced, but the original roof trusses and supporting structure below are intact. There are no dormers / chimneys, or any other projections at roof level present. The trusses and internal structure are described in further detail as part of the upper floor description, but as a general note appear to be in relatively good condition and should be retained.

The pitched roof does not have even line or gauge, but the finish is in a reasonable condition throughout, with no obvious signs of failure present. There is a lot of moss growth visible, especially to the north face of the roof.

The west gable wall has the remnants of a projecting chimney present, which has been cut back to ridgel level, and the roof finish projects out over this structure. There are gaps visible at the verge along this elevation; the detailing involved the gap between the slates and top of the wall being filled in with mortar, but this has failed in places which is allowing for water penetration through the building fabric.

The roof has a projecting stone eaves detail. The rainwater goods should be thought of in conjunction with the roof, and there are no rainwater goods present to the front (north) elevation. There are gutters present to the south, and a significant amount of vegetation was visible which was causing them to sag. No downpipes were visible. The rainwater goods are therefore largely missing at present, allowing for large volumes of water from the roof to flow down the walls of the building as a result and leading to a saturated building fabric.

It is noted that the existing roof covering should be inspected to ascertain whether any asbestos based products are present prior to any repair works being carried out on this element.



Fig 3.04: North face of roof of mill.



Fig 3.05: View of verge to west gable- note gaps visible between roof finish and walls.



Fig 3.06: Gutters to south elevation. Significant vegetation and sagging visible.

3.02 External: Main Volume, East elevation

The external walls of the main warehouse are of masonry construction throughout. The walls appear to have been rendered historically to the east and partially to the north, as evidenced by the historic photographs. It is unclear whether the remainder of the building was ever fully rendered in the past. Cement-based render appears to be present today, and much of the render on this elevation has fallen away. This is likely leading to issues with moisture penetration through the building fabric.

The structural engineer's report for the east facing gable shows that this wall is out of plumb. While this type of lateral failure is typically due to failure of the lintels of some of the windows, the inspection of the internal wall showed no particular movement. This would suggest that the out of plumbness was part of the original construction of the premises.

There are 12 openings to the east arranged symmetrically with 3 opening on each floor. There is a door opening located centrally on ground floors, with equally sized window openings elsewhere. The ground floor windows are boarded and mesh covers are present to the upper floors. Window openings are square headed with flat stone arches above. There was vegetative growth noted in a number of the window openings at cill level, as well as on the wall locally.

Brick construction is visible to the door reveals, which is red clay brick. The door itself is modern. There is no step / stone threshold externally, with the concrete path abutting the east elevation throughout.

There is a modern light fixture between the central and southern most window on the upper floor, wire/ cabling has been fixed to the wall, and there is an ESB box located at ground level on the lhs of the front door. There is an historic sign for Ilan Street to the rhs of the elevation.

Cracking and deterioration of the wall was noted around the doorway at ground level, centrally above the ground floor window to the rhs, and the lhs at roof level. It is anticipated that this localised cracking can be dealt with without major structural intervention with the wall.

The neighbouring building has roof level adjoining the first floor of the mill, and there is a vertical crack visible between the two buildings.



Fig 3.07: East elevation



Fig 3.08: Door to east elevation



Fig 3.09: Failure of render finish

3.03 External: Main Volume, North elevation



Fig 3.10: North east corner



Fig 3.11 Detail of stonework- eroded joints and cracking visible, especially at eaves level



Fig 3.12: Cracking above window

The north facing wall is reasonably good condition. The wall is rough coursed exposed masonry throughout. There is evidence from historic photos that the east corner of the elevation would once have been rendered, but this render finish has now been lost to the face of the wall. Some render is present around window reveals. The masonry appears to be in a good condition generally, with no significant cracking or bowing noted. There was some erosion of the joints noted, as well as minor cracking above four of the window heads and to the top east corner of the building.

The wall is capped with a projecting eaves detail, possibly formed by sandstone. This capping appears to be in reasonable condition. There is an opening at eaves level towards the west side of the building which would once have had a dormer window allowing access to the roof space. This opening was likely a later addition, and the capping has been removed across the head of the ope. Brick construction is visible below the opening, with the timber roof structure being visible above and exposed to the elements here.

This is a six-bay elevation with 16 window and 2 door openings present. There are two doors to ground floor level, one centrally located single leaf door and one set of double doors towards the west end of the building. The centrally located opening appears to be the original doorway to the main volume of the mill, although the opening is not currently in use. The doorways have been altered over time. The heads over the doors have been replaced, likely at the same time as the roof covering was replaced, 30 years ago. It was possible to open and close doors and the frames. There is one visible crack clearly that has deteriorated adjacent to the ground floor door on the northern elevation. This may have been caused by the installation of the steel head over said door.

There are 6 evenly spaced window openings on first and second floor, with 3 on ground floor and one at eaves level. The openings are square headed with flat stone arches above. A number of the window openings to the upper floor have timber shutters present externally, and rot / decay appeared to be present. The ones to the first floor have signage placed over the openings. There is evidence of some external window head failure in

four of the windows, with the heads on the ground floor noted as being in poor condition in the structural report.

There is significant vegetative growth visible on the north wall. There is ivy growth at ground-first floor level and reaching almost eaves level to the west corner. The ivy has the potential to damage masonry walls if not controlled. There is moss and fern growth to the ground floor wall generally, and especially around the double door opening to the west end, indicating dampness of the building structure behind.



Fig 3.13 : modern steel lintel and significant moss growth



Fig 3.14: View of north west corner of building – significant ivy growth visible



Fig 3.15: North elevation

3.04 External: Main Volume, West elevation

The west facing wall of the premises is partially obscured by the walls of the west annex (described separately later in this report). The west annex is roofless at present, revealing more of the west wall of the main volume, and drone footage did allow for photographic records of the west elevation to be taken. The remains of the centrally located chimney breast are a dominant feature of this elevation.

The wall is rubble stone masonry generally, with limited sections of red clay brick visible to the top of the chimney and around window openings. Brick infill has also been used to close a previous window opening into the annex. The roofline of the previous gable roof of the west annex is visible along the west elevation, with the lead flashing still being present in the wall generally. There are some small pockets of render visible above this, but the wall is predominantly exposed stone. It appeared to be in a reasonable condition generally, but some cracking was visible. The erosion of the mortar joints was more pronounced on this elevation, which is exposed to westerly winds. There was a significant level of erosion noted at high level.

The top of the central chimney breast was taken down and capped during the re-roofing work. What remains is a wide, projecting chimney breast which steps inwards slightly as it rises.

There are two window openings to the west gable at high level, one to either side of the chimney. These are square headed openings, and, unlike the primary north and south elevations, the openings do not feature flat stone arches above. The opening towards the north has an exposed timber lintel which appears to have deflected / failed partially, with loose masonry above the opening and cracking from the corner of the lintel visible. There are no windows present, with the openings being fitted with timber frames and timber boarded shutters (south) and a corrugated sheet (north).

The remains of additional openings are visible, but these have been filled in throughout. While there is a possibility that these could have originally been window openings, the early plans of the building show the west annex, so it is equally possible that they were originally formed as door openings allowing for access between the two volumes. The structural engineers report noted that the heads on these openings are in poor condition.

There is vegetative growth present to the west elevation, with a significant amount of ivy growth towards the north side of this wall. Fern / moss growth is also visible around the chimney and window cills.



Fig 3.16: West elevation



Fig 3.17: West elevation: eroded joints and cracking visible to north west corner, along with a significant amount of ivy growth.



Fig 3.16: Southwest corner. Some render visible at eaves level. Lead flashing to former roofline visible.

3.05 External: Main Volume, South elevation

The south facing wall is inaccessible at ground level due to the presence of the annex and the neighbouring premises. The structural engineers report indicated that this wall appears to be in good condition with no real sign of failure. They also noted that some of the stone corbels are missing in places.

The majority of the wall has structures built up against it, and this makes a thorough condition report of this wall difficult to undertake. There is a risk of issues being hidden from view, and there will also be issues with access to this side of the building for restoration / maintenance works.

The wall is exposed stone generally, but a cement-based render is present above the roof line of the adjoining volume to the east side of the annex. This render may be causing issues with breathability and moisture levels in the walls.

There is a single visible window opening towards the east side of the building. This is a square headed opening with a flat stone arch above. Additional window openings towards the west of the building could only be assessed from the inside, and will be described later in this report. Blocked up openings are visible internally on the south wall, indicating that the building was once open to this side, as evidenced in the historic maps of the building.

There are issues present with the rainwater goods as previously described, with a considerable amount of vegetative growth visible.



Fig 3.17: South elevation of main volume towards east corner.

3.06 External: West Annex

The west annex has no roof and is essentially derelict. No internal access was available to the annex, although drone photography undertaken has provided some indication of the internal condition, as described later in this report. The annex is a monopitch volume with the former roof pitching north-south. However, this roof form was a later alteration, with the original volume having a duo-pitch roof. The original duo-pitch roof line is still visible in the west wall of the main volume, as previously described. There is evidence of a smaller gable fronted volume adjoining the west wall. This volume is visible on early plans of the building, and the former roofline is visible to this elevation.

There is a single storey infill volume adjoining the annex to the south with a corrugated mono-pitch roof in a poor state of repair. A neighbouring corrugated roof adjoins this, and the remnants of a failed structure are visible towards the west wall of the south annex. There is a significant amount of vegetation present on the adjoining corrugated roofs, and it is not clear if there is any drainage present to divert rainwater away from the roofs. The haphazard nature of this area raises question in relation to land ownership and accessibility which will need to be addressed prior to any restoration works being undertaken.

The north and west walls of the west annex are rubblestone masonry and generally in good condition with no significant bowing or cracking noted. However, they are deteriorating due to damp penetration. The south wall visible from drone footage is modern concrete block construction. There are cut stones quoins present to the northwest corner with rough coursed masonry present to elsewhere. A concrete lintel has replaced one of the quoins. There is some erosion of joints visible, especially to the west gable.

There were formerly four window openings to the north elevation with square headed openings with flat stone arches to the ground floor and plain heads above. The windows to the upper floor have plain timber frames fitted with perspex or similar. The flat stone head of the one towards the west appears to have deflected, and the masonry above is loose. The masonry to the top of the walls generally is in a poor condition. There is no capping present leaving the structure vulnerable to damage, and there are sections of very loose masonry visible which represents a threat to passers-by.



Fig 3.18: View of west annex



Fig 3.19: Loose masonry to top of walls



Fig 3.20: Concrete block wall to south elevation



Fig 3.21: View of west elevation with former roof line, former opening and modern window opening.

There is a modern metal door covering one of the window openings to the ground floor, and as this was not accessible it is not possible to say what format the opening behind now takes. The former timber window lintel is exposed above this, and deflection is visible. The window opening towards the west end of this elevation has been blocked up. Again, the timber window lintel is exposed above this, and deflection is visible.

The west facing gable features the visible remnants of the previous roof line of an adjoining small single storey volume located centrally on the elevation. Below this is a former opening with a relieving stone arch above an exposed timber lintel. Deflection is visible. The opening has been blocked up to the internal face using mass concrete / blockwork. There is a small rectangular window above this which is a more recent addition, cutting across the former roof line. This opening has a concrete cill and lintel, and modern metal window.

There is vegetative growth present to the west gable, with a significant amount of ivy growth on the north facing wall. Fern / moss growth is also visible to the west gable, and on the top of the walls.

3.07 External: South Annex

The south annex is a duo-pitch two-storey volume located off centre on the south facing wall. The ridge level extends up to just below eaves level of the main volume. External access was very limited around the south annex, with buildings to all sides blocking views of this volume. Generally speaking, the annex to the south of the building is in much poorer condition than the main volume.

The south annex has a corrugated steel roof which is in poor condition and needs to be replaced. The adjoining single storey building towards the east has a monopitch roof which slopes towards the south annex of the building and is likely causing excess water infiltration through the walls in this location.

The drone footage provided a view of the west wall of the annex. There was formerly an adjoining monopitch roof along this roof at around first floor level, but the structure has failed. The remains of the timber structure and corrugated covering are still present. There is a single window opening visible, loosely blocked up below the former roofline. The opening has a timber lintel, with significant deflection visible. The opening has the remains of a timber boarded shutter present.

There is significant vegetative growth visible in the gutter of the west wall, and moss, fern, and some ivy growth is also visible on the wall below.

The south gable wall of the annex has an adjoining building up to first floor level. The top of a former opening is visible above the ridge line, which has a flat headed stone arch. There is moderate cracking visible centrally above this, with poorly installed cement over, possibly as an earlier attempt at a repair. There is a bricked up opening above this located centrally on the gable wall. There are bricks to the window head, with no visible lintel present. There is cracking visible above this, and the very top section of the gable appears to be unstable. There are two small openings to either side of this. The corrugated roof was added later and there is significant damage visible around the verges, with the masonry loose / missing in places and large gaps present between the stones and roof covering.



Fig 3.22: South gable wall of south annex



Fig 3.23: West wall of south annex with adjoining failed roof structure



Fig 3.24: Survey Drawings. NTS. See appendix for scaled drawings.

Written Description: Internal

3.08 Main volume: Overview

The interior of the main volume is laid out over four floors on a grid pattern, with the uppermost floor being located in the roof space. The building is largely characterised by its heavy external stone walls and original internal timber structure, the majority of which is intact. The ground slab floor is solid, with a concrete finish to a large extent but some large flagstones visible. The floors layouts are open plates generally, allowing the volume of the space to be read and experienced at each level. There is a stone masonry wall partitioning off the west end of the building on ground and first floors.

The timber floor structure, stone walls, and floor finishes all appear to be original generally, but the finishes are badly decayed in places. There is some modern steel and brick pier construction visible on the ground floor, and some replacement timber columns on the upper floor. The original stairs have been lost throughout, with the exception of a section visible from ground to first floor. New modern stairs have been inserted for safe access throughout the building.

The building interior is accessed via the door onto Ilan Street. The main north facing entrance is not currently in use. The main volume in turn provides access to the south annex on ground and first floors. There is no access to the west annex from the main volume on ground floor, with former openings between the volumes having been closed up.

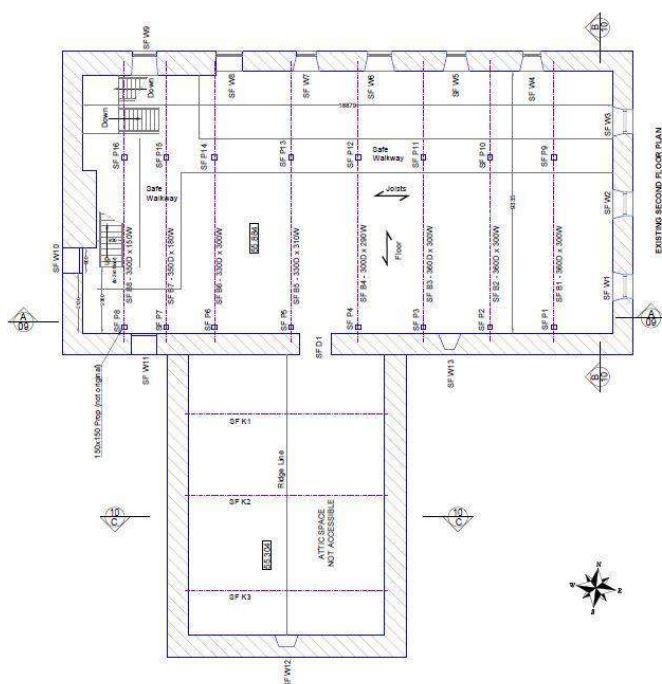


Fig 3.25: First floor plan. NTS.

3.09 Ground Floor / Main Volume

Overview

The ground floor of the building is a large rectangular volume. The west end of this volume is divided from the main space by a thick rubblestone masonry wall and is accessed independently from an external door to the north elevation. Previous internal openings into this space have now been closed up.

There is a previous shop space inserted to the northwest corner of the main volume adjacent to this stone partition wall. There is a centrally located modern stairs, behind which is the original stairs running along the north wall. The east facing door opens directly onto Ilan Street and is currently the primary point of access for the building. There are three steps down to internal floor level, with the floor to the doorway to the north (currently closed up) being roughly at ground level. There is a high level of saturation visible in the base of the walls where the external levels are higher than floor levels.

The original timber structure on the ground floor is less intact than elsewhere in the building. The section of the building toward the east has lost the original timber beams; two of these have been replaced with steel sections at some point in the building's history. These steels span north south and are supported by brick piers built along the external faces of the building. The original timber structure is present towards the west end of the building. These three timber beams also span north south and are supported mid span by a combination of timber and cast-iron posts.

There are four window openings to the north wall of the main volume and two to the east. Former window openings to the south have now been blocked up. There is a door opening leading to the south annex on this wall.

The separate volume to the west is accessed via a double door on the north elevation. The primary structure in this space consists of two timber beams spanning east-west. The original joists are visible throughout. The chimney is visible to the west wall, with former openings to the east and south now blocked up.



Fig 3.26: Northeast corner of ground floor. Modern floor structure above supported on brick piers. Damp visible to walls.



Fig 3.28: View towards west. Original timber structure visible.



Fig 3.30: Steel structure on brick piers to east end of ground floor



Fig 3.31: Metal post supporting timber structure to west end of building.

Primary Structure (main volume)

Note: Please see schedules included on the drawings in the appendix of this report for individual member sizes.

The ceiling in the main volume is supported by 5 no. beams spanning north-south. The two to the east side of the building (GF B4, B3) are steel replacements measuring 300x150mm. They are supported on large brick piers built inside of the stone walls and are in good condition. The three timber beams (GF B5, B6, B7) measure between 300-370mm and are generally in a reasonable condition at their central point but are showing significant signs of decay where embedded in the external walls. The timber beams are slightly lower than the steel ones, with a step in level being found on the first floor above.

The steel beams are supported by brick piers as previously described and do not have any additional support mid-span. The brick piers are in good condition. The timber beams are supported by a combination of timber, steel, and cast-iron posts, both along the span and adjoining the external walls. There is decay and woodworm visible to the timber sections, with one post (GF P13) being significantly eroded as a result of woodworm damage. While some surface corrosion is visible on the metal posts, they seem to be structurally sound.

The steel beams support timber floor joists. The structural engineers report has indicated that the floor joists are in generally in good condition, but that replacements will be required due to damp penetration from the external walls. It is noted that these joists do not appear to be original, with former putlog holes being visible above them on the first floor. Elsewhere on the ground floor, the timber floorboards are laid directly above the beams, with no joists visible to the west side of the building.



Fig 3.32: Timber beam embedded in damp external walls to south side of main volume.



Fig 3.33: View of chimney breast to west room with timber structure above.



Fig 3.34: Decayed joist ends in west room

The ceiling finish consists of the exposed timber floorboards of the first floor above. The floorboards towards the east end of the building are laid on joists and the boards run north-south. The boards towards the west are laid directly on the primary structure and run east-west. The boards to the east are narrower measuring approximately 160mm as opposed to the 250mm boards found towards the west. The narrower ones are likely more recent. The boards appear to be in a reasonable state of repair, although decay and woodworm is visible, especially towards the west end of the building.

Primary Structure (west room)

There are two timber beams spanning east-west in the west room of the ground floor (GF B1, B2). The structural engineer has indicated that these are in good condition. There are timber joists above this spanning north-south which measure approximately 275x75mm at 400 centres. The joist ends in this volume are in poor condition as a result of prolonged contact with damp walls and associated decay of the structure, especially to the south wall.

Ground Floor Slab

There is a concrete ground floor slab to the majority of the building, and this is in good condition, true and level and no sign of failure. There are signs of damp around floor level, especially along the north / east elevations and to the northeast corner where external ground levels are high. While no core was taken through the floor for analysis it is noted that it is very unlikely that a damp-proof membrane, radon barrier, or insulation is present in the floor. There is a similar floor present in the west room, and this finish slopes down towards the north doorway.

There is a section of floor towards the west of the main room centrally where flagstones are visible, and these are likely original. Slabs are also visible around the front door and in the former shop area.



Fig 3.35: Flagstone to west and of main volume ground floor



Fig 3.36: Significant woodworm infestation to timber column



Fig 3.37: Damp visible to ground floor slab and base of external walls



Fig 3.38: View towards south wall of main volume. Shop to rhs.



Fig 3.39: West wall of shop with fitted shelving



Fig 3.40: Chutes to southwest corner of main volume. Damp to walls behind with mould visible.

West Wall (main room)

The west wall has been altered over time, with former openings into the west room of the building now closed up. There is a former shop area along the north side of the west wall, with fitted timber shelves covering the rubble stone wall behind. No major cracks were noted.

There are two blocked up window openings in the wall to the southwest of the building (GF W7, GF W8), and these can be seen more clearly from the west room. These appear to be former window openings, and if any door openings were once present allowing for internal access between the two rooms there was no evidence of this visible on site.

There are chutes/ mill equipment present to the southwest corner of the building. The wall behind this is rendered, and a significant amount of damp was visible in the lower section of the wall with mould growth present to its face.

South Wall (main room)

The walls to the south of the main room are painted rubblestone generally, some very limited sections of plaster are intact. No major cracks were noted. The walls have a notable tide mark along the lower section, evidence of a very high level of saturation to the base of the walls. There are 2 no. openings to the south wall, one door opening (GF D6) which provides access to the south annex and one window opening (GF W15), now closed up. The door opening has a timber lintel and exposed rubble stone reveals. There were no obvious signs of failure to the lintel. The door is a vertical boarded timber door. The window opening is boarded in timber to the external face. The opening is splayed to the sides and cill, with a square headed opening with a timber lintel which appears to be in reasonable condition.

East Wall (main room)

The east gable wall has some patches of lime plaster intact, but in general the wall is painted stone. No major cracks were noted. There are three openings to the east wall, a centrally located doorway (GF D1) with a window to either side (GF W1, W2).



Fig 3.41: Door into south annex



Fig 3.42: Closed up window opening to south wall.



Fig 3.43: Door opening to east onto Ilan Street



Fig 3.44: Window opening to east wall. Damp visible to lower section of wall.



Fig 3.45: Historic timber stairs along north wall.



Fig 3.46: Possible former flue / chimney to north wall in shop area.

The window and door lintels appear to be in reasonable structural condition, with no obvious signs of failure. The window towards the south (W1) has stone reveals and timber to the head and cill of the openings. The opening is boarded up externally. A window frame is present internally, which appears to be relatively modern. There is no glazing present. There is render intact to either side of the door, with the reveals likewise having a render finish. The door is a timber door with glazed panels and is relatively modern. The steps are concrete, with timber handrail with relatively chunky bannisters, curved volute, and swan neck detailing. The window to the north (W2) is covered in plastic sheeting internally. The cill and reveals are stone.

North Wall (main room)

The north wall has some patches of lime plaster intact, but in general the wall is exposed stone. No major cracks were noted. There are five openings to the east wall, a centrally located doorway (GF D2) with two windows to either side (GF W3, W4, W5, W6). There is an historic, possible original timber stair running along the north wall. This is very steep and there is a high level of decay present; it is not currently in use. The stairs run past a window (W4), and this opening was not accessible for inspection. There is a section of brick construction towards the west of this elevation, between windows 5 and 6. This appears that it might be the remnants of a fireplace. A steel lintel is embedded in the wall, and loose brickwork blockwork is visible above this.

The windows to the north wall are boarded up externally. Internally, the three visible openings have window frames intact, with the window towards the east (W13) having a sash window. The bottom sash has horn details present, but has lost its glazing bars. The glazing bars are intact in the upper sash, subdividing it into six panes. It is noted that while the historic photographs of the building show vertically divided windows on the upper floors, the ground floor does appear to have sliding sash windows, and this window likely dates from the 1900s. The window reveal is splayed to the west side only, with the reveal to the east possibly being altered as part of the installation of the brick pier adjacent to this.



Fig 3.47: Sliding sash window to north elevation towards east of building.



Fig 3.48: Timber window to shop area (west of building) with concrete construction visible around opening.

Elsewhere, the two windows to the west of the building have more modern sections present. These are four pane fixed windows fitted with bars externally. The lintels to all windows to the north elevation are timber. The one in the window towards the west (W6) is in a poor condition, with decay visible. The three other lintels appear to be in reasonable condition. The section of wall below W5 has been filled using concrete construction.

The doorway to the north wall is covered up with timber sheeting internally. The structural engineer has reported that the timber head above this opening is in a poor condition.

West Room

The walls to the west room are exposed stone throughout, with no lime plaster intact. There is a high moisture content present in the walls throughout. Access to the room is via the large door opening to the north, as previously described (GF D3). The east wall is a thick rubblestone masonry wall which divides this room from the main room on ground floor. The wall steps along its length. It features two window openings (GF W8, GF W9), both of which have been filled in with rubble stone masonry. The openings have rounded heads with decorative brick arches. These are in poor condition, with significant spalling of the brickwork visible to W7. There is minor cracking visible towards the north end of the west wall, near ground level, possibly as a result of settlement over time.

There is a former opening located centrally on the south wall, now blocked up in stone masonry. This former opening has an embedded timber lintel above which is a very advanced state of decay, and has almost completely deteriorated.

The west wall features a wide projecting stone chimney breast. The stonework to the south corner of the west wall does not match the rest of the walls and is more similar to that found in the blocked up openings, indicating a later alteration to this section of the wall. There is a door opening to the north of this wall. Evidence for a wider opening is visible, with a lintel present for same above. The opening has been partially filled in in stone masonry. The timber lintel has failed, and cracking is visible to the stonework above. The door is a metal one, fixed closed, with a high level of corrosion visible.



Fig 3.50: embedded joists and lintel decayed to south elevation of west room.



Fig 3.51: Former opening to west wall partially filled in in stone with decayed timber lintel above.



Fig 3.511: Former window opening into main volume now filled in. Brick arch above with significant spalling visible.



Fig 3.52: Some cracking visible to partition wall between main volume and west room.



Fig 3.53: View of first floor facing west



Fig 3.54: View of west room facing east

3.10. First Floor / Main Volume

Overview

The first floor of the building is a large rectangular volume. The west end of the volume is divided from the main space by the thick rubblestone masonry wall which continues up from ground level. Unlike ground floor, there is an opening in the wall at this level allowing for access between the two rooms. The modern stairs from ground level comes up centrally in the main room, with a modern stairs from first to second floor being located along the north wall of the west facing room. There is an opening in the south wall providing access to the first floor of the south annex, but the floor of this volume is not safe for use at this time.

The floor plate is laid out on a structural grid, with 5no beams spanning north-south in the main room being supported on 10no. historic timber columns located within the room to subdivide the span. The west room, meanwhile, has 7no smaller primary beams which span east-west in a clear span.

There are 9 no window openings in the main room, 5 to the north, 3 to the east, and one to the south, now closed up. There are two window openings to the west room, one to the north and one to the south.

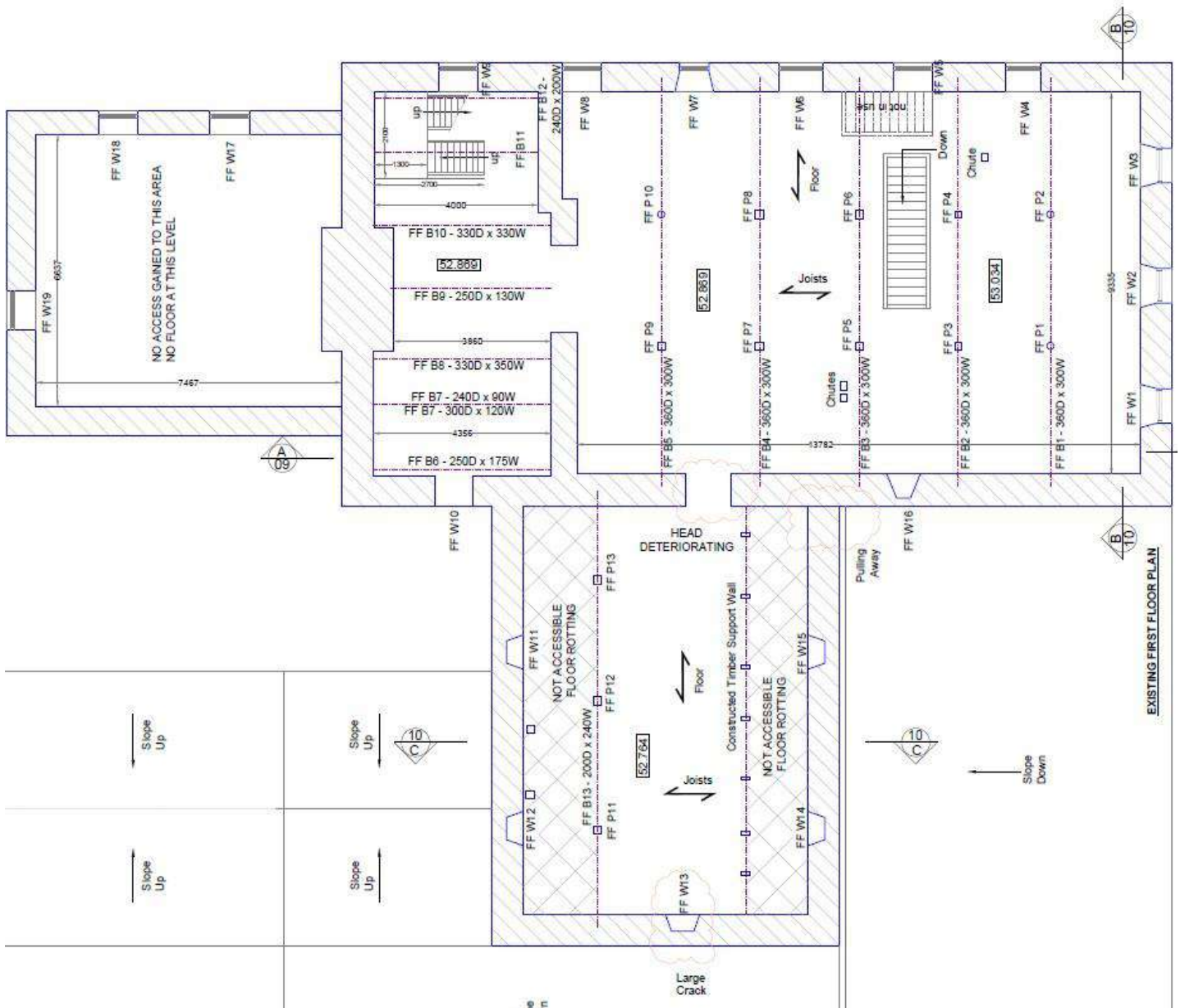


Fig 3.55: Second floor plan. NTS



Fig 3.56: View of south east corner.



Fig 3.57: Misaligned column possibly from a church.

Primary Structure (main volume)

Note: Please see schedules included on the drawings in the appendix of this report for individual member sizes.

The ceiling above is supported by 5 no large beams (FF B1-B5) spanning north-south, which measure approximately 300x360mm. These support the timber floor joists, which are approximately 150mmx50-60mm.

Each of the primary beams is supported by a two timber columns (SF P1-P10). There are a mixture of profiles present. Most of the columns match the size and detailing of those found on the upper floors, as described later in this report. It is assumed that these are original. Three columns (P1, P2, P10) are formed from simple tree trunks, one of which retains its rough bark finish (P1). One column (P3) has a decorative carved head, and it appears that it may have been taken from a church. This column is misaligned and not fully supporting the beam above. The columns generally have blocks placed at their heads and bases to spread the load. Many of the columns are affected by woodworm, and most have large vertical cracks, presumably associated with heavy loading of the structure.

The beams appear to be generally sound, although there are signs of woodworm visible. The structural engineer's report recorded the condition of all beams as being good. Generally, the joists are showing signs of decay where embedded in the external walls. There is also a section of decay visible to the south-east corner of the building, possibly associated with a former leak in the roof above in this part of the building. The structural engineer's report has indicated that the joists are in poor condition generally and suggested that they will need to be replaced.



Fig 3.58: Top of former putlog holes visible to east wall at floor level.



Fig 3.59: Column towards west formed by roughly hewn tree trunk with plate above visible.

Ceilings

The ceiling finish consists of the exposed timber floorboards of the upper floor above. The boards run east west and are decayed, with signs of woodworm visible.

Floors

The floor finish consists of timber floorboards throughout, as described in the section on ceilings for the ground floor. There is a step up towards the east end of the building, aligning with the steel structure below. Former putlog holes for floor joists are visible in the east wall, indicating that there was always a higher section of floor in this area. The structural engineer has indicated that the floorboards are in 50% failure. Some floorboards have been cut and replaced, indicating possible locations of former openings to ground floor.

West Wall (main room)

The west wall of the main room has a lime plaster finish and is punctuated by the large opening into the western room. This opening has a timber lintel with a square head and reveals. There was no major cracking or defects noted to the wall. The wall steps in towards the north side of the building.

South Wall (main room)

The walls to the south of the main room are painted plaster generally. The plaster finish is more intact toward the west of the building, with exposed stone present towards the east. There are two openings on this wall and a doorway provides access to the south annex second floor. This doorway has a timber lintel above, with an infill section of masonry between this and a higher imbedded lintel. The timber lintels have failed, and the infill section appears to be unstable. The opening does not extend to floor level, with a ramp present to provide access to the opening and the cill being formed with rough masonry. The former window opening to the south wall (FF W16) was a very narrow opening with plaster reveals and cill. It has been partially blocked up internally. It has a large timber lintel which is recorded by the structural engineer as being in poor condition.



Fig 3.60: Door opening into south annex with failed lintel above.



Fig 3.61: Blocked up window opening to south wall.



Fig 3.62: View of north wall of main room adjacent to masonry partition wall. Timber shutters to window. Differing section of stonework visible.



Fig 3.63: Fittings stored on first floor.

East Wall (main room)

The east gable wall has some patches of lime plaster intact, but in general finish has failed and the stone is exposed. In this wall. There are three window openings to the east wall (FF W1, W2, W3). The windows have timber lintels and heads and splayed stone reveals. They have been fitted with frames with mesh grills attached. All three lintels are recorded as being in good condition by the structural engineer.

The putlogs holes of a previous floor structure are visible in the east wall, providing evidence that this was slightly higher than the existing one. There is some cracking visible over these holes towards the north side of the east gable.

North Wall (main room)

The north wall has some patches of lime plaster intact towards the east gable, with exposed stone towards the west wall of the room. No major cracks were noted. There are five window openings to the north wall (FF W4, W5, W6, W7 W8). The timber lintels of all these windows bar the one adjoining the west wall (W8) are in good condition. The windows have timber shutters present which appear to be reasonably old. Cills are timber generally, which are showing signs of decay. The flat head arches of the ground floor openings are visible below cill level. The reveals of most of the window on this level (W4, W5, W6, W8) are less splayed than those found elsewhere in the building. There is a section of stonework which differs than the rest of the stone found between window 8 and 7 towards the west of the building. This is roughly aligned with a possible fireplace on ground floor and could be associated with a former flue.

Fittings

There are no fittings as such present, but it worth noting that a quantity of former building fabric is stored along the south wall on this level, including timber posts, window sashes, floorboards, and stairs.



Fig 3.64: View of ceiling in west room with lath and plaster visible.



Fig 3.65: View of west wall of west room with central chimney breast.

West Room

The walls to the west room are exposed stone generally, with little plaster remaining intact. Access to the room is via the large opening in the east wall as previously described and the modern timber stairs to second floor is located in the northwest corner of the room. There are seven beams (B6-12) of varying sizes spanning east-west, and there is a partially intact lath and plaster ceiling to this room, the only one in the building. This is in a poor condition, with the laths detaching from the floorboards above and the plaster ceiling having failed to a large extent. There are hooks set in a number of the beams. All beams are recorded as being in good condition by the structural engineer.

The west wall features the central projecting chimney breast, There are no window openings to this wall at this level. There is one window to the north (FF W9) and one to the north wall (FF W10). The opening to the north has a modern frame and metal mesh and is boarded up externally. The modern stairs runs above this opening. The timber lintel appears to be in reasonable condition. The opening to the south is partially blocked towards the bottom half, with the remainder of the opening boarded up with a timber sheet to the external face. There is a large amount of vegetation, now dead, which has grown through the opening, and the lintel above is in poor condition with damp and decay visible. A modern toilet is present on the south wall.



Fig 3.66: View of second floor towards west



Fig 3.67: View of second floor towards north

3.11 Second Floor / Main Volume

Overview

The Second floor of the building is a large rectangular volume. It is laid out on a structural grid, with 8no beams spanning north-south being supported on 8no. historic timber columns which are set towards the northern side of the building. There is evidence that there would once have been an additional 8no. columns towards the south side, as is the case on the first floor. These have been taken out in relatively recent years, and modern timber columns have been inserted along the southern wall. There are 3no. window openings to the east gable and 6no windows to the north wall. There are 3 boarded up openings to the south wall and one blocked up window to the west wall. The central opening on the south wall leads into the south facing annex. Modern timber stairs have been inserted towards the west side of the building.

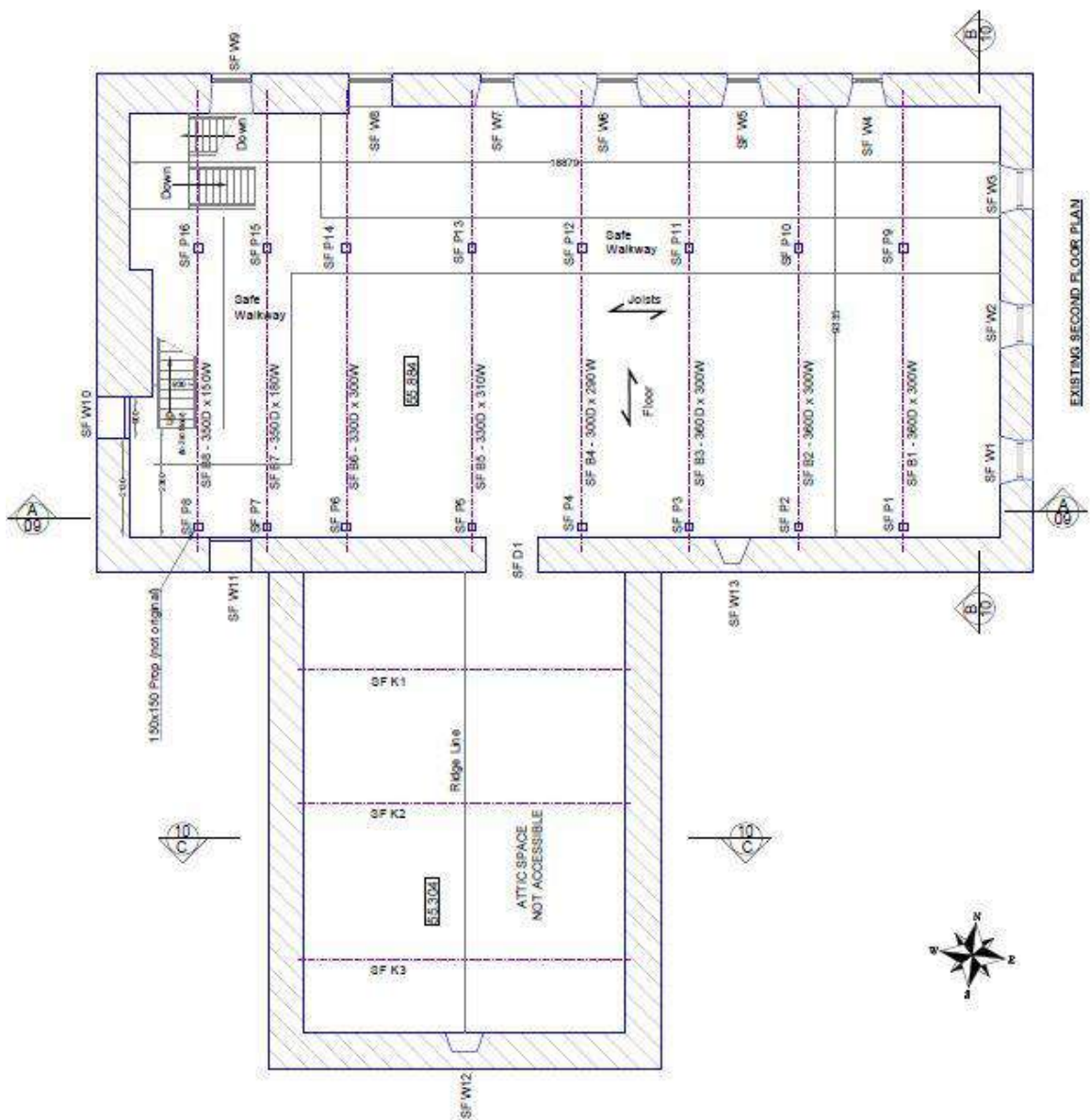


Fig 3.68: Second Floor Plan. NTS



Fig 3.69: Timber beam and column with woodworm damage visible



Fig 3.70 Detail of woodworm damage to beam

Primary Structure

Note: Please see schedules included the appendix of this report for individual member sizes.

The ceiling is supported by 8no large beams (SF B1-B8) spanning north-south, which vary in size from approximately 300x290mm to 300x360mm. These support the timber floor joists, which are approximately 150mmx50-60mm. Generally, these joists appeared to be in a reasonable condition at their central point but are showing more signs of decay where embedded in the external walls. The joist adjacent to the north wall was showing heavier signs of decay, and more significant decay was also noted where the joists were embedded into the east gable wall. The joists appear to be much less affected by the woodworm in comparison to the floorboards above. The structural engineer's report has indicated that the joists are in poor condition generally.

Each of the primary beams is supported by a historic column located towards the north side of the building (SF P9-P16) with the original columns toward the south having been removed and replaced with modern ones located adjacent to the south wall (SF P1 – P8). These modern columns have been placed under the beams where the embedded ends are starting to deteriorate adjoining the south wall. Many of the columns have blocks placed at their head, under the beam, to spread the load.

The original columns running towards the north of the building are typically 170mm square top and bottom, with the corners having been routed out by 20mm in each corner to reduce this to 130mm in the central section. Many of the columns are affected by woodworm, and most have large vertical cracks, presumably associated with heavy loading of the structure.

The beams appear to be generally sound, although there are signs of woodworm visible throughout. Decay was noted in the B1 where it is embedded in the south wall. Significant woodworm was present in B2, significant woodworm and signs of decay where embedded in north wall noted in B5, very significant woodworm infestation in B6, with the outer edge having been eaten away in large parts. Notwithstanding issues with woodworm and decay, the structural engineer's written report has indicated that the beams and columns are in good condition on this floor.



Fig 3.71: Boards forming ceiling very heavily decayed.

Ceiling

The ceiling finish consists of the exposed timber floorboards of the upper floor above. The boards run east-west. The boards are significantly decayed, with signs of woodworm present and large gaps visible. The boards were showing very heavy signs of decay to the south-east corner, which may have been associated with a previous leak in this area prior to the roof repairs being undertaken. The structural engineer's report has indicated that the floorboards in extremely poor condition.

West Wall

The west gable wall features the centrally located chimney breast. There is a bricked up opening to the south of this, possibly a former doorway / access point into the building. The opening has a timber lintol and surround, and the brick pointing appears to have been done using a cement-based render. There is also evidence that there was once a smaller opening at the head of this, now closed up with rubblestone masonry. The structural engineer's report has indicated that the lintol is in a poor condition.

The lime plaster to the south of the chimney breast has detached significantly, and any remaining plaster is decayed and crumbling to the touch. The plaster to the north of the chimney is more intact, although it also appears to be detaching towards the north-west corner of the building and is likely hollow throughout. Infill masonry is visible between the floor joists in this area. The stair to the floor below is located to the north-west corner of the room, and there is one no. putlog hole visible in the wall here where the joist was removed to accommodate this work.



Fig 3.72: Charred timber lintel in east wall



Fig 3.73: Cracking in east wall

South Wall

The walls to the south have patches of lime plaster intact, with the finish generally more intact towards the west of the room and more heavily decayed towards the east. No major cracks were noted in the wall. There are 3 no openings on the south facing wall. The one towards the west (SF W11) has been bricked up in what appears to be a cement-based mortar. It has a timber lintol and a simple timber surround. The centrally located opening (SF D1) is covered in a plywood sheet and could not be assessed further at this time. This would open into the south facing annex, near the apex of the ceiling in this volume. The opening towards the east (SF W13) is again blocked up. It has timber shutters with a timber lintol present which is showing more obvious signs of decay. There was a plaster finish to the reveals and cill, which as now failed in places to expose the masonry below. The structural engineer's report has indicated that all lintols to this wall are in a poor condition

East Wall

The east gable wall has some patches of lime plaster intact, but it has failed to a large extent. There are three east facing windows. The one towards the south (SF W1) has a charred timber lintol internally, possibly evidence of an earlier fire in the building. The central window has a timber lintol in good condition (SF W2). The lintol to the northern most window (SF W3) is again badly charred, especially in the central section. However, the engineer's report has indicated that the lintol is in a good condition structurally. All three windows have a concrete render to the cill and masonry reveals.

No major cracks were noted in the walls, but the stones beneath the cill on the northern most window (SF W3) were loose and could be pulled away by hand. Some gaps in the masonry were also noted under the central window (SF W2).

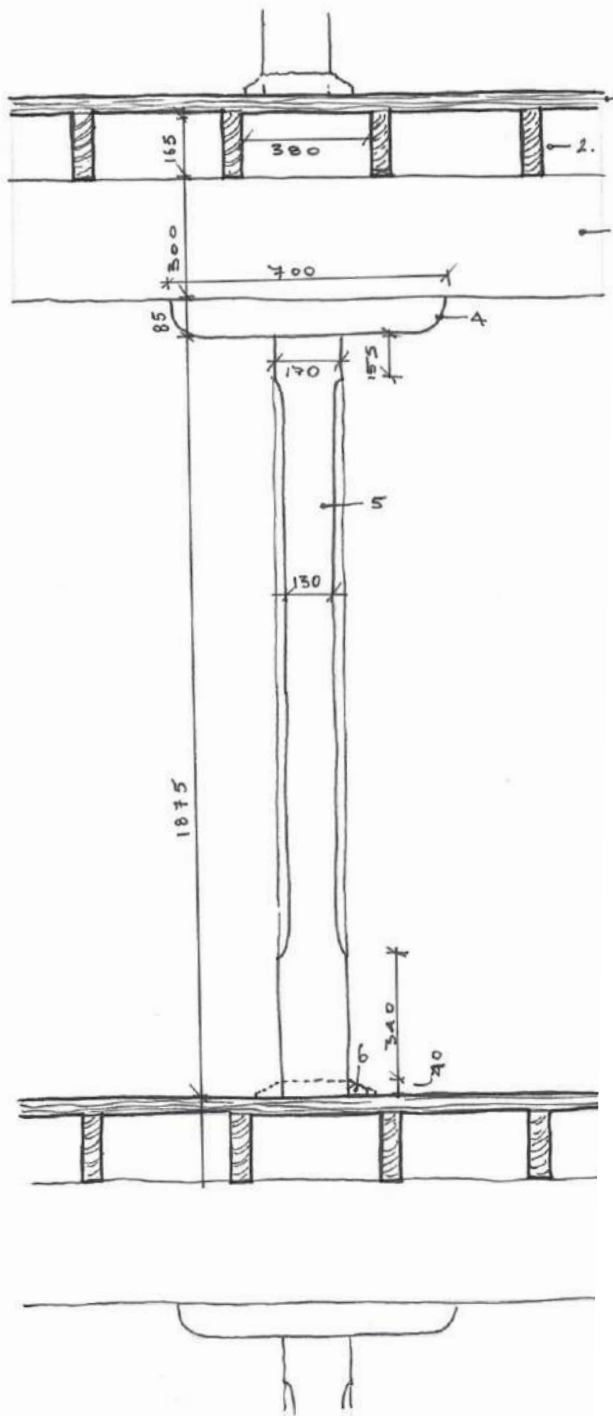


Fig 3.74: Sketch survey of timber structure

North Wall

The north wall has approximately 50% of the lime plaster intact although this is most likely damaged as a result of high moisture content in the walls. There are 6no. north facing windows on this level, all of which have timber lintols in varying states of repair. The engineer's report has indicated that the lintols in windows 4 and 8 are in a poor condition, but lintols elsewhere on this elevation are in a good condition structurally. Cills were either plastered or masonry, and loose stonework was noted on a number of cills.

No major cracks were noted in the wall. It was noted that a section of masonry located between windows 7 and 8 was an infill section, with the stone not matching that found elsewhere. The wall to the west of window 8 projects slightly.



Fig 3.75: View of third floor facing east



Fig 3.76: View of third floor facing south

3.12. Third Floor

Note: Please see schedules included on the drawings in the appendix of this report for individual member sizes.

Overview

The third floor of the building is a large rectangular volume located within the roof space. The headroom is quite limited on this level, particularly towards the eaves. The character of this floor is largely defined by the presence of the original roof trusses, with 7 no. trusses forming the primary roof structure. There are historic purlins above this, with modern roof timbers, roofing membrane, battens, and roof finish present. The floorboards are in a very poor condition, and safe access is limited to a central walkway former in plywood.

There are six window openings on this floor, three to the east gable, one to the north wall, and two to the west gable, one of which is boarded up. The window to the north wall would once have been a dormer, but the modern roof finish continues above the opening to eaves at present. The projecting chimney breast is visible to the west gable.

There is mill machinery located towards the west end of the third floor which provides a valuable part of the character and industrial heritage of the building.

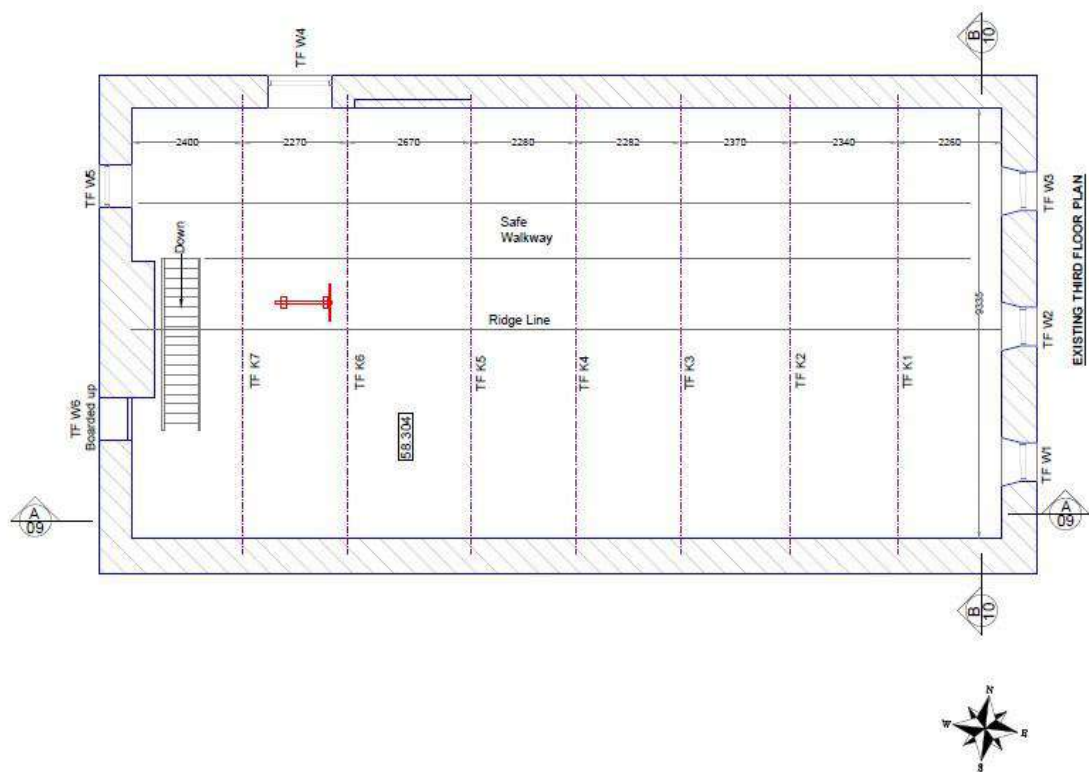


Fig 3.77: Third floor plan. NTS



Fig 3.78: Timber truss with carpenter marks visible



Fig 3.79: Decay visible to roof purlin

Roof Structure

Note: Please see schedules included on the drawings in the appendix of this report for individual member sizes.

The roof is supported by 7no. king post trusses which are original. The roof trusses are of a through bolted pitch pine construction. The structural engineer's report noted that the trusses appear to be in remarkably good condition for their age. They are suffering from some decay near external walls as a result of the original detailing here whereby the roof truss was embedded directly into the wall at the eaves and not constructed on a wall plate. On occasion the roof truss has been replaced and repaired in this area with the addition of a second roof truss base. Where it has been replaced shows no further signs of damage. There is evidence of woodworm, and one king truss in particular shows signs of deterioration. However, overall, the timber structure on this level appears to be less affected than the lower floors.

The trusses are in good condition and show no real sign of deterioration as a result of damp generally. Some decay was noted on truss reference 6, around the metal support bracket to the north side of the building. Decay of the roof purlin above was also visible in this location, possibly as a result of an earlier leak in this area. Decay was also noted to truss reference 3 where it met the south wall.

The trusses feature metal straps, and a number of carpenter marks were visible on the timbers. Truss reference 5 was marked 'III' on the lower section, behind the metal strapping, Truss reference 2 was marked 'V', and truss reference 1 was marked 'IV'. Timber metal pegs are visible in the truss construction.

The rafters are modern and appear to be in good condition. The underfelt serving the roof is pitted and worn in places and has been torn by birdlife etc and is nearing the end of its service life.



Fig 3.80: Heavy decay to timber floorboards



Fig 3.81: View of cracking to south wall which appears to be associated with the south annex.

Floors

The floorboards on this level run east-west and are in a very advanced state of decay, having failed in large sections as a result of wet-rot and woodworm damage. The boards are generally not safe to walk on. The widths vary, with boards measured between 180 to 275mm, and were around 15mm thick.

West Wall

The west gable wall is dominated by the centrally located chimney breast. There are sections of lime plaster present, but this was in a poor condition and crumbled to the touch. There is brick construction visible to the top of the chimney breast, and it appears that there may be some cement-based construction in this area, possibly associated with the roof repairs undertaken above. Some holes were noted in the wall which appear as if they may have held embedded timber previously which has now rotted away. There are three hooks embedded in the chimney at floor level.

There is a bricked up opening to the south of the chimney (W6). The opening has a timber lintel which is in relatively poor condition. It is boarded up internally with a timber door. There is a second window opening to the north of the chimney breast (W5), again with some decay noted to the lintel. The opening has a stone cill and stone reveals.

South Wall

The south wall has more lime plaster intact than elsewhere on this level, but it has still detached to a large extent. The flat stone arch of the opening on the floor below is visible in the stone-work at floor level on this wall between trusses 3 and 2. There were a number of cracks visible on this wall. It is noted that these could only be viewed from a distance as there was no safe access adjacent to the wall. Significant diagonal cracks were visible between trusses 5 and 4, with more minor cracking visible over the flat headed arch mentioned above. The serious cracks appear to be related to the south annex below, being located near the ridge of this volume which is pulling away from this wall. Previous masonry repairs were visible around the truss ends, and it appears that a cement based plaster may have been used here.



Fig 3.82: View of east wall window opening



Fig 3.83: View of north wall

East Wall

The east gable wall has some patches of lime plaster intact, but it has failed to a large extent. The plaster has a large, visible aggregate. No major cracks were noted in this wall. There are three east facing windows (TF W1, W2, W3). With concrete cills and plaster reveals internally and stone cills externally. On the window towards the north (W3) and centrally (W2) there are narrow timber lintels present with larger sections above, and charring is visible to the higher ones. These lintels appear to be in reasonable condition. The window to the south was not accessible, but no charred section could be seen, and this lintel was recorded as being in poor condition by the structural engineer.

North Wall

The north wall has quite a lot of the lime plaster intact although this is most likely damaged as a result of high moisture content in the walls. The plaster has been lost generally just below wall plate. The is more intact towards the east side of the building, with less present towards the west gable wall. There is a timber skirting present to the east side of the building, running from the east wall to truss 2.

There is one window present to this wall. It was formerly a dormer window, and no lintel is present to the opening, with the roof structure continuing above the head of the opening and the frame being placed against the rafters. The wall steps inwards to the east of this window opening. Rubble stone masonry is visible to the cill and reveals.

Fittings

There are a number of items on the third floor (wheels, winches, belts etc) associated with the buildings former use as a mill. They form a part of the story of the building, referencing its industrial heritage. Their retention in situ should be considered as part of the proposed works.



Fig 3.84-3.87: Photos of various items of machinery in the mill

3.13 South Annex

Overview

The south annex is a two-story volume, with an additional top floor occupying the attic space which is inaccessible at present. While the volume is visible on early maps the walls are not tied into the main volume, hinting at a later construction date. This has led to issues with this volume pulling away from the main one.

This volume is in a much more advanced state of decay than the main one, with significant structural cracks and decay visible. There is a modern corrugated roof covering present, and it appears as if the space had previously been open to the elements for a period of time, with significant rot present to the floor structure. The walls are stone and major cracking was visible to both the south gable wall and west wall. There was also evidence that the south annex was pulling away from the main structure, with a large gap visible between the walls in the northeast corner of the volume at first floor level.

There are access openings from the main volume to the south annex on three levels (ground, first, second), but the opening to the upper floor is closed off at present as previously described. There was formerly a toilet along the west wall of the building on ground floor.

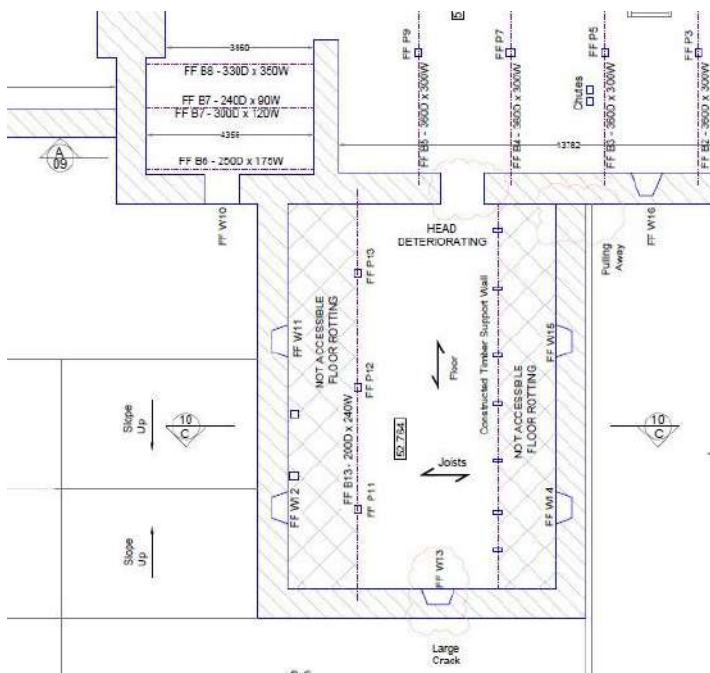


Fig 3.88: Ground floor plan of south annex. NTS



Fig 3.89: Roof structure of south annex



Fig 3.90. Flagstone floor to south annex

Roof

The roof trusses appear to be historic, and the structural engineer's report has indicated that approximately 50% of the truss is in poor condition due to damp and decay and will need to be replaced. The trusses are simple collar tie trusses with overlapping notched timbers to the apex. There are purlins running the length of the roof above, and again decay is visible to these sections. The corrugated finish sits directly above this. The finish is in poor condition and is allowing for some water ingress through the roof and should be replaced in its entirety. There is a modern steel support post running from roof to ground adjacent to the west wall.

Ground Floor

The ground floor covering consists of large flagstones which are most likely original to the building. There is a significant amount of damp visible at ground floor in the annex, and to the base of the external walls. Staining is visible to the floor and lower portion of the walls throughout. The external areas were not accessible around the annex, but it seems that they are higher than internal ones, with three steps up from ground floor to the external doorway (now blocked up) on the south gable wall.

Upper Floors

The timber floor structures are in a very advanced state of decay, with a large number of joists having failed completely and rotted away towards the external walls, especially along the west side.

The joists between ground and first floor span east-west and measure approximately 240x60mm at 400s centres. They are supported by two no. primary beams (GF B8, B9) spanning north-south which measure approximately 300x200mm. These beams are supported by a combination of timber and metal posts. All timbers are in a poor condition with rot and decay visible. The timber floorboards have almost completely failed, with a central walkway allowing for safe access on the first floor.

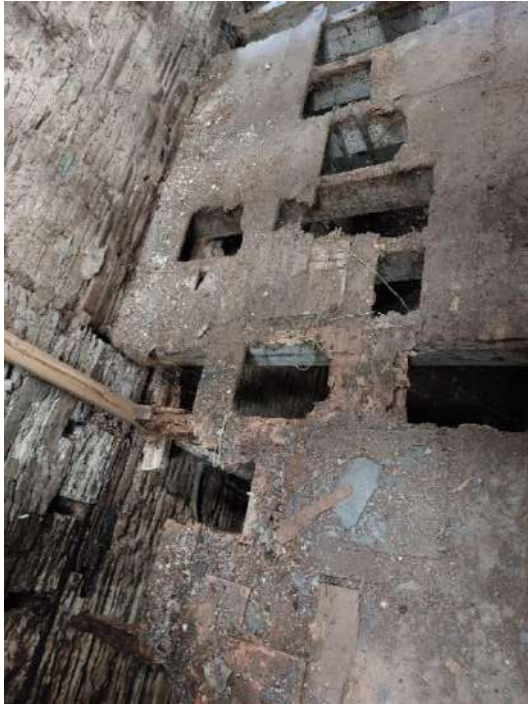


Fig 3.91. Decayed timber floor finish



Fig 3.92. Decayed ends to floor joists along west wall

The joists between first floor and attic level are also decayed. As was found on the floor below. They span east-west and measure approximately 220x90mm at 400 centres. The timber floorboards have largely rotted away. These joists rest on a single primary beam spanning north-south which measures approximately 200mmx240mm and is supported by three timber posts which match the detailing found in the main volume of the mill. Decay and woodworm damage is visible. This beam is found towards the west side of the annex. The former beam towards the east has been lost, with a modern timber stud wall propping the floor in this location.

West Wall

The west wall is rubble stone masonry generally, with some concrete block construction visible towards the upper level. There are 5 former openings to the west wall, three to ground floor (GF W9, W10, W11) and two to first floor (FF W11, W12). On the ground floor, the window closest to the main volume has been blocked up to the external face of the wall, with the splayed reveals and timber lintel visible internally. This lintel is in a poor condition. The central window opening has been filled in entirety with rubble stone masonry, with the timber lintel now being embedded in the wall. The opening towards the south of this wall has likewise been filled in with brick and masonry. This opening is lower and may not have originally been a window.

The opening towards the south side of the upper floor (W12) has been altered over the years, and there is a section of infill blockwork above this opening extending to eaves level. The window towards the main volume on this level (W11) has been partially blocked up internally, with the remnants of badly decayed shutters present internally. Significant deflection is visible to the timber lintel above, with cracking to the wall above the head. There is a significant amount of algae growth along the upper section of the west wall, especially adjacent to the south gable. While some lime render is intact it is badly deteriorated as a result of saturation of the building fabric. There are a number of putlog holes visible in the wall where the joist ends have failed. Overall the west wall is in a poor condition, and the structural engineer has suggested that consideration should be given to replacing it in its entirety.



Fig 3.93. Cracking to south gable wall between openings



Fig 3.94: View of east wall

South Wall

The south wall is rubble stone masonry throughout. Plaster is present to eaves level on the upper floor, but the stone is generally exposed elsewhere. There are three openings in the south wall, one centrally on each of the levels. There are steps up to the ground floor opening, which is blocked up at lower level with timber casement windows present above. There is a large timber lintel present which is in poor condition. The opening on the first floor has been closed up in blockwork to its external face. This timber lintel has failed entirely and broken along its span. There is significant cracking between the openings on both levels, with the masonry between the openings appearing to be unstable. The opening on the upper floor has been bricked up. The timber lintel to this opening has failed, and there is significant cracking visible to the apex of the gable wall above this, with loose masonry along the verge.

East Wall

The east wall appears to be in better condition generally. The most notable issue visible on this wall is where it adjoins the main volume of the mill, with a gap visible between the two volumes which widens as it goes up, indicating that the annex is pulling away from the main volume. There are no ties between the two buildings, with the walls having been built independently of each other.

There are two windows on ground floor (GF 13, GF 14). They are blocked up to their internal faces. There are two windows on first floor (FF 14, FF 15). These have been partially blocked up to their internal faces. All openings have timber lintels, and while they have not failed to the extent visible elsewhere in this volume, they are in poor condition generally.

North Wall

See south wall description of main volume.



Fig 3.95: Crack at first floor level between main volume and south annex



Fig 3.96: Door opening in south gable wall of annex



Fig 3.97: Opening / infill section in west wall with steel post visible



Fig 3.98 Mould and algae growth visible on west wall

3.13 West Annex

Overview

The interior of the west annex was inaccessible. The roof of this volume has failed, and it has been open to the elements to a prolonged period of time, resulting in the complete degradation of the interior fabric. This could be seen from drone footage, with a timber floor structure with joists spanning east-west visible, along with timber floorboards and a timber stair to the north-west corner. It is assumed that this building will be stripped in its entirety as it is unlikely that any original floor structure etc. will be in a fit condition for retention.

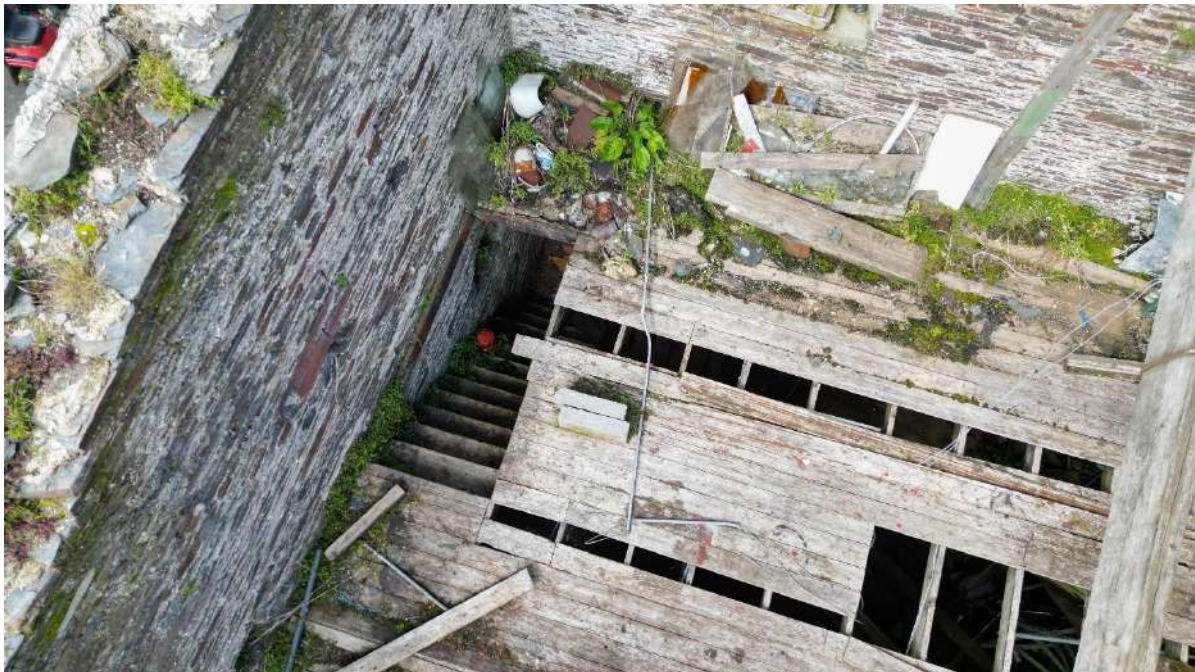


Fig 3.99. Northwest corner with stairs visible



Fig 3.100. South east corner with remains of corrugated roof structure



Fig 3.101: Window opening to north wall



Part Four: Assessment of Significance

4.0 Assessment of Significance

This is a building of notable social significance, being one of the first soup kitchens to be opened during the famine. While the primary historical significance lies in its use during the famine era, it's physical character is defined by its intended use as a steam mill, and it also forms an important part of the industrial heritage of Skibbereen. It is recognised by the NIAH as being of Architectural interest and regional importance. The NIAH appraisal of the building reads as follows:

This building's striking appearance contributes greatly to this busy streetscape and to the industrial heritage of the town. It is a prominent historical and social landmark having functioned as a soup kitchen during the Irish Famine.

The building has a robust character which is typical of mill buildings of this age. The simple volumes of the main building and annexes give the building a distinctive silhouette along the banks of the river. Externally the solid masonry walls give a sense of permanence and strength, with the symmetrical fenestration pattern to the north and east facing elevation giving a simple and regular rhythm which appears to be largely original.

Internally the building is characterised by large open floor plates with a regular structural grid, along with low ceiling heights on the upper floors. This layout afforded the flexibility required for a variety of potential industrial uses within the building. The primary timber structure / roof structure in the main volume is of particular note, being original to the building and forming an integral part of its character. Also of note were the remnants of industrial heritage found within the building, a tangible record of its past use as a steam mill.



Part Five: Assessment of Conservation Issues

5.0 Site Constraints

Primary constraints on the site are in relation to heritage protection. All works going forward will need to respect the significance of this historic building. The following is noted in relation to conservation constraints:

- As this is a Protected Structure all works beyond routine maintenance and repair of existing fabric on a like-for-like basis will require planning permission. Any proposals will require a conservation-led approach, along with early engagement with the Conservation Officer.

- Physical Constraints: The building has a low ceiling height in the upper two floors of the main volume and is set out on a structural grid. Any proposed alterations to this will need to be cognisant of retaining the existing character in the building to the greatest extent possible. The open character of the floor plates should be retained where possible.

Additional constraints identified are as follows:

- Fire Safety. If the building is opened to the public once again it will be of critical importance that it can be safely used and evacuated in case of a fire. It is anticipated that two protected escape routes will be required, to discharge directly to the exterior of the building. A Fire Safety Certificate will be required for the future works. However, it is critical that a balance is struck between safety and building preservation. Again, it is imperative that the project designers have early communication with the heritage unit on this to ensure that impacts are minimised and alternative approaches and compensation measures are considered fully and at an early stage.

- Accessibility: Current differences in ground level means that level access from Ilene Street will not be possible. Level access would be possible from the north side of the building. A Disability Access Certificate will be required for the future works.

- Ecology: The Wildlife Acts 1976 - 2000 are the principal statutory provisions providing for the protection of wildlife (both flora and fauna). Competing conservation requirements of the natural and the built heritage may give rise to dilemmas. Conservation Rangers from the Department of the Environment, Heritage and Local Government can be consulted and may be

able to suggest measures to avoid damage to the habitats of fauna.

All bats and their roosts are protected by law and a licence is needed to disturb them in the wild. Prior to carrying out work on a protected structure a survey should be undertaken to ascertain if there is any evidence of a bat population in the building. A dead barn-owl was noted in the building.

An ecological consultant should be engaged as part of the works going forward.

- History: It will be of critical importance that all information gathered on the building and the famine in Skibbereen is factually correct when designing the proposed exhibition. The inclusion of an historian as part of the design team going forward has been recommended to ensure that no misinformation is presented and nothing of importance is omitted in the story. A formal approach to ensure balanced story telling will become important as the exhibition design develops.

- Physical Constraints: The site layout and location of adjoining buildings means that their limited access to the external envelope to the south side of the building. While every effort has been made to assess and record the building fabric, there may be elements concealed from view. The existing conditions will also make access for repair works and maintenance difficult, and it will be necessary to liaise with the neighbours to arrange this work.

- Parking: The site area identified is relatively small, and space for car-parking is quite limited. It is noted that from a conservation perspective, extensive parking in front of the building would detract from its presentation. There is not adequate space in the site area to turn a coach. The building site is part of a larger complex and consideration should be given to incorporating the existing visitor centre carpark as part of the future design.

- Flooding: It is noted that the building and external site area are situated within a flood plain. All future works should be cognisant of this, and measures to deal with potential flooding should be considered as part of the future design.

- Public Interface: It should also be noted that there is a strong interface between the project and the public, and there will be a lot of community interest in it.



Part Six: Action Plan

-  **Urgency Class 3. Necessary and urgent work that should commence without delay for public health and safety reasons, prevent imminent damage or arrest rapid deterioration.**
-  **Urgency Class 2. Necessary and urgent work that should commence in the short-term (6-12 months). Failure to do this would likely result in significant further damage or deterioration and increased cost.**
-  **Urgency Class 1. Necessary work that should commence in the medium-term. It is recommended that this work is undertaken in 12-24 months.**
-  **Urgency Class 0. Work that should commence in the long-term.**

6.0 Action Plan

The assessment of the Steam Mill has demonstrated that the building is generally in a moderate state of repair but is likely to continue to deteriorate if measures to protect it are not undertaken in the immediate future. There are significant issues with woodworm and decay of the timber structure in the building, and serious structural issues noted in the south facing annex where the structure is pulling away from the main volume. There are also issues with moisture ingress through the external fabric of the building. The roof to the main volume was replaced in relatively recent years, and while these works were not undertaken to conservation standard, they have been effective in keeping the weather out. However, there is evidence of moisture penetrating the rubble-stone masonry walls, with much of the internal plaster having become saturated over the years leading to its failure in large areas. The issues are most acute on ground floor towards the east of the building, where internal floor levels are lower than the external ground levels. The rising walls are saturated in these areas and measures will be required to deal with moisture penetrating through the building from the ground.

To allow for the protection of the building in the future this report provides a schedule of recommended repair works. These are broken down in order of urgency. These recommendations should inform a strategy for the repair of the building, from short-term urgent works required to the long-term strategy for the building.

Please Note: This Action Plan has been undertaken on the presumption of retaining all existing floor layouts and fabric. In reality, the works will be undertaken in the context of the redevelopment of the buildings. All repair works should be cognisant of the overarching plan for the building to avoid abortive work. For the purpose of this plan, stabilisation works only are recommended to the west annex as the schedule of works here will depend largely on the finalised design for this space, which may include a roof deck or similar. No specification for M&E installations have been included at this stage. Any works beyond repair on a like-for-like basis will require planning permission.



6.01: Urgency Class 3 works

Necessary and urgent work that should commence without delay for public health and safety reasons, prevent imminent damage or arrest rapid deterioration. It is recommended that these works should be undertaken as soon as possible.

1. Stabilising the wall plate of the west annex wall and removing loose roofing sheeting.

The top of the walls to the west annex are unstable at present, with loose masonry visible. There is also a section of corrugated roof sheeting loosely affixed along the west wall of the main volume. There is a risk of building fabric becoming dislodged and causing injury to members of the public. The following measures are recommended:

- Temporarily secure and stabilise the top of the wall. Rebed any loose masonry using lime-based products. While there is a general preference for the use of NHL2 given the growing evidence of continued hardening over time of NHLs, NHL 3.5 may be most appropriate for this exposed location.
- Carefully remove all loose roof timbers and corrugated sheeting to the west annex and dispose off site.

2. Clearing out gutters

The existing rainwater goods have a significant level of vegetation present, with sagging of sections visible. There is a risk of failure of these elements, which again could pose a threat to the public, as well as leading to saturation of the building fabric. The following measures are recommended:

- Remove all vegetation in gutters and ensure that they are firmly affixed to the building.

3. Undertaking additional surveys by timber damp and decay specialist

There was a significant level of decay visible in a number of timbers and woodworm noted throughout the building. The timbers being retained in the building should be assessed by a timber decay / woodworm specialist. It is noted that because dry timber is immune to attack, the first measure for successfully arresting decay is to eliminate causes of dampness and promote drying to reduce the moisture content of timbers to below about 15%. Measures to achieve this are

outlined as Urgency Class 2 works generally. Notwithstanding this, secondary measures will be required, given how extensive the infestation is, which would involve targeted treatment of any remaining timbers. This could involve chemical, or heat treatments as advised by a specialist in the field. While these works would be considered as Urgency Class 2 works to a large extent, there are some very badly affected elements of primary structure, and these should be further assessed in the first instance to ensure that there is no risk of imminent failure/ structural collapse which would put the building fabric at risk. The following is recommended:

- Commission a survey of the timbers in the building by a timber damp and decay specialist and implement any measures recommended by them to arrest rapid deterioration of the building fabric.



6.02: Urgency Class 2 works

Necessary and urgent work that should commence in the short-term (6-12 months). Failure to do this would likely result in significant further damage or deterioration and increased cost.

1. Installation of rainwater goods

While the clearing out of the gutters has been previously discussed, this report has found that they are only present in some sections of the building, and that downpipes are generally absent. An effective system of moving surface water from the roof away from the building is essential to the prevention of damp in buildings. The absence of rainwater goods is allowing for large volumes of water from the roof to flow down the walls of the building. The following measures are recommended:

- Install half round gutters and round downpipes throughout. The profiles should be based on any original sections found in the building or failing this on historic precedents in similar buildings. While cast iron sections would be preferable, budget constraints may not allow this, and alu-cast is a generally accepted alternative in historic buildings.
- Connect the gutters to an adequate underground system to move the water away from the base of the building.

2. Undertaking repairs to timbers throughout

As mentioned previously, there was a significant level of wet-rot and woodworm damage visible to the timbers in the building. Works will be required to stabilise the timber structure throughout. Repairs to any historic timber structure should retain its historic significance while safeguarding its structural integrity for years to come. The aim should be to minimise any interventions in order to retain as much historic fabric as possible.

It is noted that some posts etc may be very badly decayed and compromising the structural integrity of the building. In these situations, careful consideration should be given prior to the removal of any historic fabric. A schedule of proposed works should be undertaken identifying the works proposed to each element of the building fabric with the aim of retaining as much original fabric as possible. Consideration could be given to inserting modern steel sections into the building to supplement the existing structure. This would

need to be specified by the structural engineer and input from the conservation officer for same would be required.

In general, the following works are recommended to the existing timbers:

- Implementation of woodworm treatment throughout as recommended by specialist.
- Careful removal of very badly decayed fabric (e.g. joists to south annex, debris to west annex).

Note: Ensure that full records are undertaken of any fabric to be removed, especially to the west annex which was not accessible at the time of writing this report.

- Treatment of all structural timbers to stop further decay due to water ingress through walls in the involving cutting, splicing and bolting of timbers at the walls with treated timber. Any repairs should be carried out on a like for like basis, with timber species being carefully selected to ensure it is compatible with the original.

3. Undertaking structural repairs to stabilise stone walls

Numerous issues were identified with the existing stone walls in the building, with cracks being noted. The principal areas of concern were above window heads and in the south annex of the building. There was evidence that this volume was pulling away from the main one, with cracking to the south wall of the mill and a gap visible between the structures. Significant cracks were also visible to the south gable of the south annex. The following works are recommended:

- Replacement of all failed window heads. It will be permissible to replace existing timber lintels with concrete ones: this is widely accepted as standard practice in the conservation of historic buildings to ensure their structural stability into the future.
- Ties/ stitch repairs of wall cracks through entire building. These works should be specified by a structural engineer with conservation experience.
- It is noted that the structural engineer has recommended that the west wall of the south annex has degraded to such an extent that should be carefully dismantled and rebuilt. This should be permitted only as a last resort, and every effort should be made to retain all existing stone walls.

4. Protection of window openings

There are a number of openings in the building which are open to the elements at present and are an obvious source of water penetration through the building fabric. While windows will be required in order to make the building habitable, this work is considered as part of the Urgency Class 1 works. As a short-term and cost-efficient measure the openings could be temporarily covered to prevent moisture ingress. The following is recommended:

- Install temporary coverings to any unprotected window openings, allowing for ventilation through the opening.

5. Ivy Removal

There was a significant amount of ivy growth visible to the north-west corner of the building which may cause structural issues if left unattended. The following is recommended:

- The ivy should be removed beginning at the outer and top edges of the growth. It may be necessary to carefully lever the stem and aerial rootlets away from the face of the structure. True roots embedded in the structure should be carefully teased out, pulling out the entire root where possible. Deeply embedded roots may need to be cut. All cut surfaces shall be treated immediately with neat glyphosate herbicide.

6. Protection of building fabric from Fire / Flood

While a full specification for measures required to protect the building in the event of fires / floods falls outside the scope of this report, it is noted that there should be strategies put in place and implemented as part of the repair works to the building. At a minimum, fire detection should be installed in the building as soon as possible and flood barriers should be available for use.

6.03: Urgency Class 1 Works: Necessary work that should commence in the medium-term. It is recommended that this work is undertaken in 12-24 months.

1. Measures to address damp in rising walls

There was a significant level of damp visible in the lower portion of the walls around ground level, with a highly saturated building fabric noted. The external levels around the building are high to the north-east corner and along the east wall. While access to the south side of the building was limited, it is probable that external levels are high around the south annex too. It is not recommended that a dpc be inserted into the walls; the uneven, thick stone walls are not suited to the insertion of a membrane. The following measures are recommended:

- In the first instance the issues with damp around floor level in the building should be addressed by ensuring that water around the external walls of the building is directed away from the building. Measures to improve the rainwater system have been discussed previously.
- Lower external levels to the greatest extent possible to the north elevation, reducing to below internal floor level if this is feasible. It is noted that these works should be cognisant of the fact the this area is liable to flooding, with compensation measures being undertaken to combat the associated flood risk.
- Install a tanking membrane to the internal face of the east gable wall. While it is preferable to tank buildings to the outer face to prevent water from entering the building, the feasibility of this is compromised by the location of the east gable along Ilan Street, and access for these works would be too disruptive to the town. An appropriate vented membrane could be installed to the internal face of the wall to tackle issues with damp. This type of tanking membrane could also be applied along the south wall / south annex as required.
- Install a French drain to the building perimeter (where accessible) to further assist in water being directed away from the building. This will involve the installation of a trench lined in a geotextile membrane, fitted with a land-drain, and filled with pea gravel.

Note: It is possible that any foundation in the building will be very shallow (250mm or less, and if this is the case then the drains should be placed at a distance of 1m from the building edge to avoid possible undermining of the structural integrity of the walls.

2. Repointing / rendering of external walls

There is a combination of rendered and exposed stone walls present, and some cement-based construction was noted. It is not clear whether the entire building was once rendered, but photos from the 1900s provide evidence that the east wall and north-east corner of the building were rendered historically. In the first instance a decision needs to be made as to which walls will be rendered in the restoration works. While there may be a general preference for exposed stone generally, it is noted that a render would provide additional protection to the building fabric from water ingress. This element of work should be discussed and agreed with the conservation officer. It is likely that any cement-based external render is leading to issues with damp in the building, allowing moisture to become trapped withing the building fabric and to saturate the softer stone beneath. Erosion of joists was also noted on the building generally. The following measures are recommended:

- Any cement-based products should be carefully removed, taking care to ensure that the stone below is not damaged as part of this process.
- Where walls are being rendered (e.g., to the east gable) a carefully specified breathable and flexible lime-based render should be selected. Samples of the finish should be provided and approved by the conservation officer prior to these works progressing.
- Where walls are being repointed the joint should be carefully raked out. All vegetable matter and decayed mortar needs to be removed and the joint cleaned before repointing. A carefully specified breathable and flexible lime-based render should be selected. This should be based on mortar sampling / analysis of existing lime mortar. If joint erosion has resulted in stones being in point contact, locally overstressed masonry may need to be grouted. Samples of the mortar finish should be provided and approved by the conservation officer prior to these works progressing.

Note: This element of work will need to be cognisant of the future plans for the building to avoid abortive work.

3. Installation of new windows and doors

The temporary sealing of the openings has been discussed previously. As a medium-term plan for the building a decision will need to be made regarding the style of windows to be instated in the building. Historic images from the 1900s show sliding sash windows to the ground floor of the north elevation, with simple bipartite frames to the levels above, and to the east elevation upper floors. These profiles could be reinstated. There is also a case to be made for installing simple, modern slim frame metal windows which will clearly read as a modern element in the historic building fabric. This element of work will require liaising with the conservation officer to agree the window design. New doors will similarly be required. The following measures are recommended:

- Agree window and external door design with relevant parties and install windows to the building throughout.

4. Reroofing South Annex

The corrugated roof to the south annex is in a poor condition generally, and while no serious leaks were noted it will need to be replaced. The following is recommended:

- Remove existing corrugated finish and install a new slate roof on a breather membrane to the south annex. Natural slates should be used appropriate to the character of this protected structure.

Note: Recommendations in relation to the west annex roof have not been included. As previously noted, recommended works to this building are limited to stabilisation of the existing walls.

5. Installation of new floor finishes

The existing floorboards are badly affected by woodworm. While the boards should be retained to the greatest extent possible, new floorboards will be required. The following is recommended:

- Carefully remove existing floorboards which are too badly decayed for retention. Install new timber floors to match existing timber type/ size to the greatest extent possible.



6.04: Urgency Class 0 Works. Work that should commence in the long-term.

1. Internal Plastering of building.

There are some areas of lime plaster intact in the building, but in general it has failed and where present is in a poor condition as a result of saturation of the walls behind. It is recommended that :

- The existing finish should be removed throughout where too badly decayed for repair (it is unlikely that it will be able to retain the existing plaster as part of any works going forward). The exposed masonry walls should be allowed to dry out for the maximum amount of time that is practical to achieve on site, prior to a new fully breathable lime-based plaster being applied throughout.
- Where new traditional lime mortars are being used for repairs: such as hot lime and/or NHLs. It is advised that the use of NHL 3.5 is restricted for use to wall heads or exposed locations, noting a general preference for the use of NHL2 given the growing evidence of continued hardening over time of NHLs.
- The installation of a breathable internal insulation could be considered as part of these works. In order to prevent moisture build-up within the walls, any insulation system applied should be as breathable as the wall itself; even inappropriate paints can affect the breathability of the wall. Cork or calcium silicate based products could be considered. If internal insulation is being considered it should be applied to all surfaces to prevent cold bridging and associated issues with mould growth. Care should be taken around the window openings to ensure that the reveals and areas under the windows are adequately insulated.

2. Removal of exiting floor slab and installation of new solid ground floor slab.

A concrete floor slab had been installed to the majority of the ground floor area. While no core was taken through the floor, it can be assumed that there is no insulation or DPM / radon barrier present. Some flagstones were present, and these should be retained.

There is a high level of saturation visible at ground floor of the building, and it may be desirable to replace the existing floor slab. This work should be

approached with extreme caution. Caution is required in undertaking this work as the excavation of the existing floor has the potential to undermine any foundations present, and vibrations from the work can cause structural damage to walls. If undertaken, the following is recommended:

- The existing floor should be taken up with extreme caution. Prior to this, all flagstones should be recorded and carefully taken up and stored for reinstatement in their current positions.
- A new solid floor slab with a radon barrier / DPM and insulation could be installed to the ground floors throughout.
- Consideration should be given to the incorporation of underfloor heating as part of these works as the building may benefit from the low levels of consistent heating provided by underfloor heating at ground in assisting in keeping the bottom of the walls dry.

4. Repair of Plaster Ceiling

While most of the ceiling finishes in the building consist of the exposed floorboards of the floor above, there is one area with a lath and plaster ceiling in the west end of the main volume. This is in a poor state of repair. The finish here should be replaced with a new lime lath and plaster ceiling as required.

5. Replacement of existing roof covering

While there are no obvious defects visible with the roof finish, the slates used are not in keeping with the character of the building. It would be preferable to remove them and replace them with a natural slate.

6. Restoration of Mill Equipment

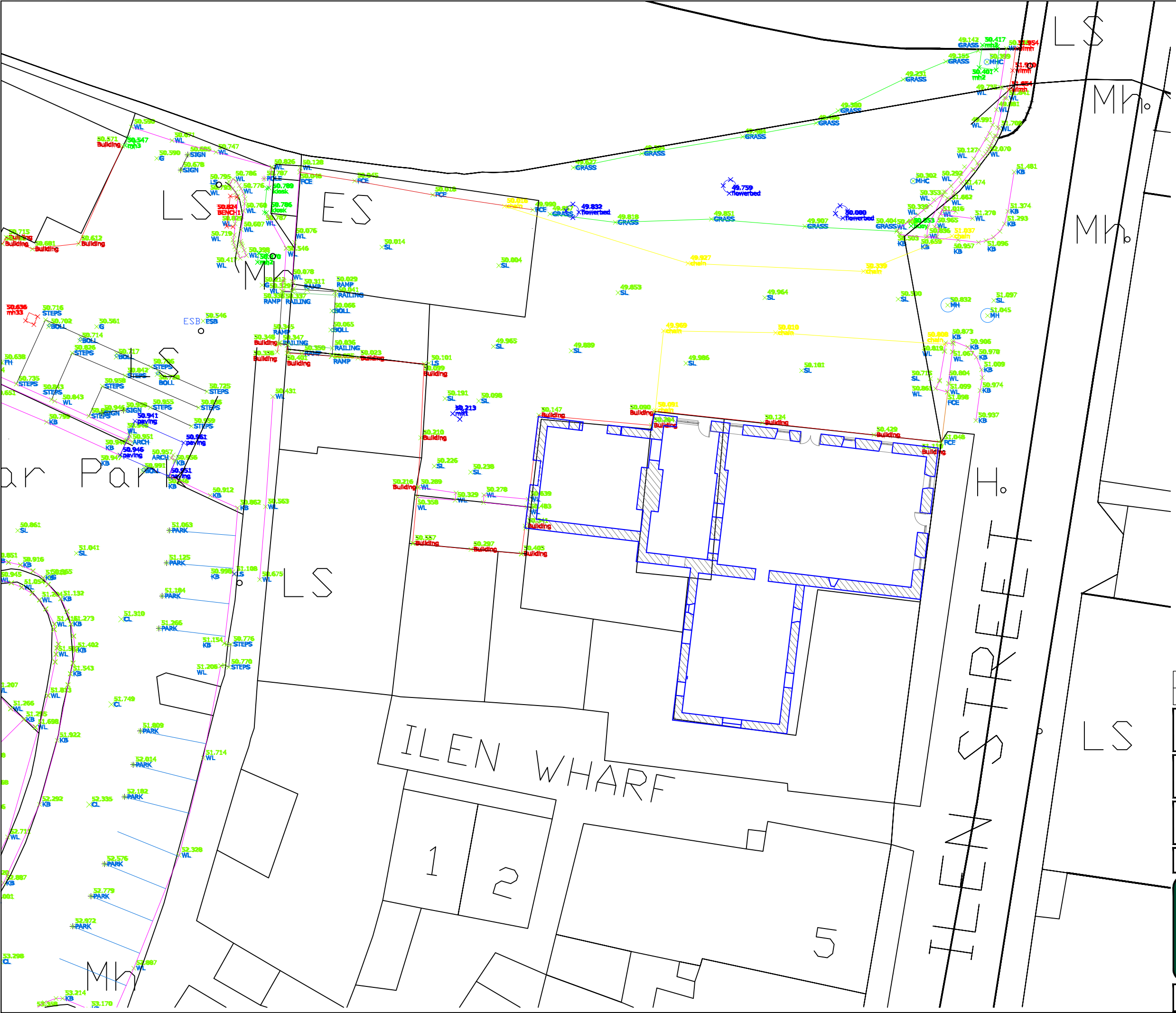
There were items present in the building which relate to its former use as a mill (wheels, chutes, etc.). These form a part of the industrial heritage of the building. There was some surface corrosion visible, and likely issues with timber sections. These items should be assessed by a specialist and repaired as required.

6.05: Order of Magnitude Costs

All cost estimates given are high level. Further specifications will be required to provide more accurate cost advice. It is recommended that a suitably qualified Quantity Surveyor with experience in historic building restoration is included as part of the design team going forward. More accurate cost estimates for the project should be sought at the earliest opportunity.

<i>Item</i>	<i>Description</i>	<i>Estimate</i>
01	Stabilisation of top of west annex wall and removal of loose roofing sheeting	€8,000-15,000
02	Installation of alu-cast rainwater goods	€7,000
03	Undertaking repairs to timber structure throughout	€40,000-60,000
04	Undertaking structural repairs to stabilise stone walls	€50,000-80,000
05	Woodworm assessment and treatment	€10,000
06	Installation of new windows and doors	€70,000
07	Installation of fire/ flood protection measures	€5,000
08	New timber floor finishes to upper floors	€8,000
09	New slate roof to south annex (note: limited site access)	€30,000
10	Repointing or rendering of external walls throughout (note: rates for either element of work are similar)	€70,000-110,000
11	Plastering and insulating internal face of external walls	€70,000-110,000
12	Tanking membrane to ground floor wall internally	€7,000
13	Lowering external levels/ installing French drains / improving drainage systems	€12,000
14	Removal of existing ground floor slab and installation of new solid insulated floor slab, reinstating flagstones	€16,000-20,000
15	New slate roof to main volume	€60,000-90,000
	Sub-Total	€463,000-634,000
	Vat @ 13.5%	€62,505-85,590
	Design Team fees @12-15%	€55,560-95,100
	Preliminaries @ 10%	€46,300-63,400
	Total	€627,365-878,090

Appendix



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Revision	Date	Description	Drawn	Checked

Client/Arch. Cork County Council

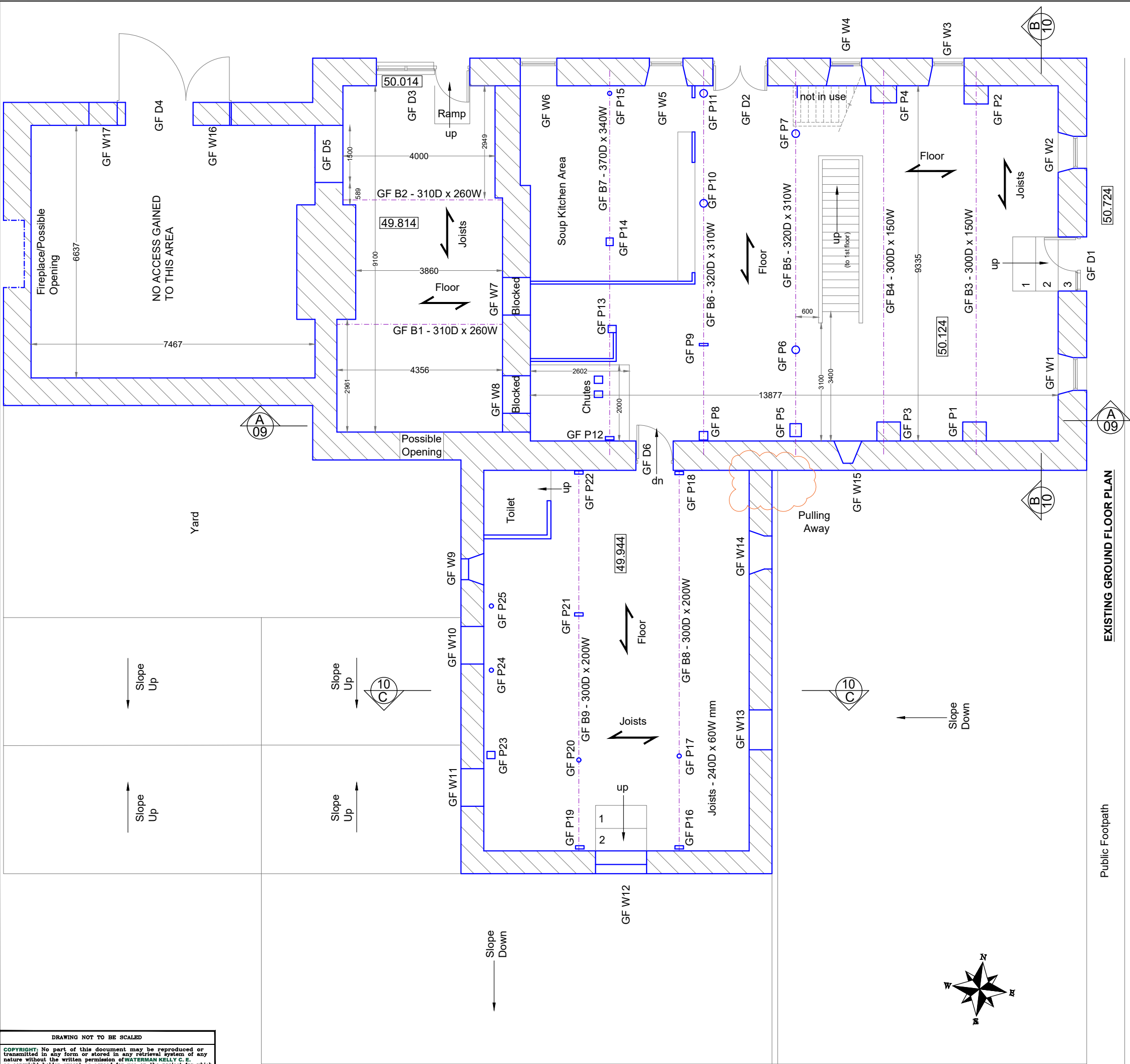
Name of Job 1847 Soup Kitchen Skibbereen

Title of Drawing Ground Floor Plan

Scale 1:200(A3)	Date 22.08.23	Drawn PH	Checked JOB
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Drawing No. WK10534-01	Revision 0
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WINDOW SCHEDULE		
REFERENCE	Head	Frame
GF W1	✓	Timber
GF W2	✓	Timber
GF W3	✓	Timber
GF W4	✓	Timber
GF W5	✓	Timber
GF W6	✗	Timber
GF W7	✗	Blocked
GF W8	✗	Blocked
GF W9	✗	Timber
GF W10	✗	Blocked
GF W11	✗	Blocked
GF W12	✗	Timber (Blocked)
GF W13	✗	Timber (Blocked)
GF W14	✗	Timber (Blocked)
GF W15	✓	Timber (Blocked)
GF W16	✗	Blocked
GF W17	✗	Blocked

DOOR SCHEDULE		
REFERENCE	Head	Comment
GF D1	✓	Timber (Boarded)
GF D2	✗	Timber (Boarded)
GF D3	✓	Timber (Steel Head)
GF D4	✗	Steel Sheetting
GF D5	✗	0.5m Blocked
GF D6	✓	Open Doorway

Good	Bad
✓	✗

PIER MEMBER SCHEDULE			
REFERENCE	SIZE (mm)	Type	Good/Bad
GF P1	300 x 600	Brick	✓
GF P2	300 x 500	Brick	✓
GF P3	300 x 600	Brick	✓
GF P4	300 x 600	Brick	✓
GF P5		Timber	✗
GF P6	110 Ø	Cast Iron	✓
GF P7	110 Ø	Cast Iron	✓
GF P8		Timber	✗
GF P9	200 x 100	Timber	✗
GF P10	110 Ø	Steel	✓
GF P11		Timber	✗
GF P12	200 x 100	Timber	✗
GF P13	200 x 200	Timber	✗
GF P14		Timber	✗
GF P15	110 Ø	Steel	✓
GF P16	200 x 100	Timber	✗
GF P17		Steel	✓
GF P18	200 x 100	Timber	✗
GF P19	200 x 100	Timber	✗
GF P20		Steel	✓
GF P21	200 x 100	Timber	✗
GF P22	200 x 100	Timber	✗
GF P23	SHS	Steel	✓
GF P24		Steel	✓
GF P25		Steel	✓

BEAM MEMBER SCHEDULE				
REFERENCE	SIZE (mm)	Type	South	North
GF B1	310 x 260	Timber	✓	✓
GF B2	310 x 260	Timber	✓	✓
GF B3	300 x 150	Steel	✓	✓
GF B4	300 x 150	Steel	✓	✓
GF B5	300 x 310	Timber	✗	✓
GF B6	320 x 310	Timber	✗	✗
GF B7	370 x 340	Timber	✗	✗
GF B8	300 x 200	Timber	✗	✗
GF B9	300 x 200	Timber	✗	✗

Notes :

- Dimensions not to be scaled from drawing.
- Woodworm noted throughout Ground Floor.
- Timber ends of beams, piers, joists and floor compromised in South Annex.
- It is noted that many of the timber, steel and cast iron piers are placed on footings. Many also have timber blocks placed on top of the pier, under the beam to spread load.
- East side joists spanning North/South are 150 x 80mm @ 400mm C/C of Main Mill Warehouse.
- East side floorboards spanning East/West are 30 x 160mm of Main Mill Warehouse.
- West side floorboards spanning North/South are 90 x 250mm of Main Mill Warehouse.
- Separate Room of the Main Mill Warehouse joists spanning North/South are 225 x 75mm @ 400mm C/C. Joist ends poor.
- Separate Room of the Main Mill Warehouse floorboards spanning East/West are 30 x 160mm.
- South Annex has joists spanning East/West are 240 x 60mm @ 400mm C/C. Joist ends have rotted.
- South Annex has floorboards spanning North/South are 30 x 150mm. Most of the floor is rotten.
- There is a fireplace/possible opening to West side of the South Annex where there was no access possible.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbereen
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Title of Drawing	Ground Floor Plan
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Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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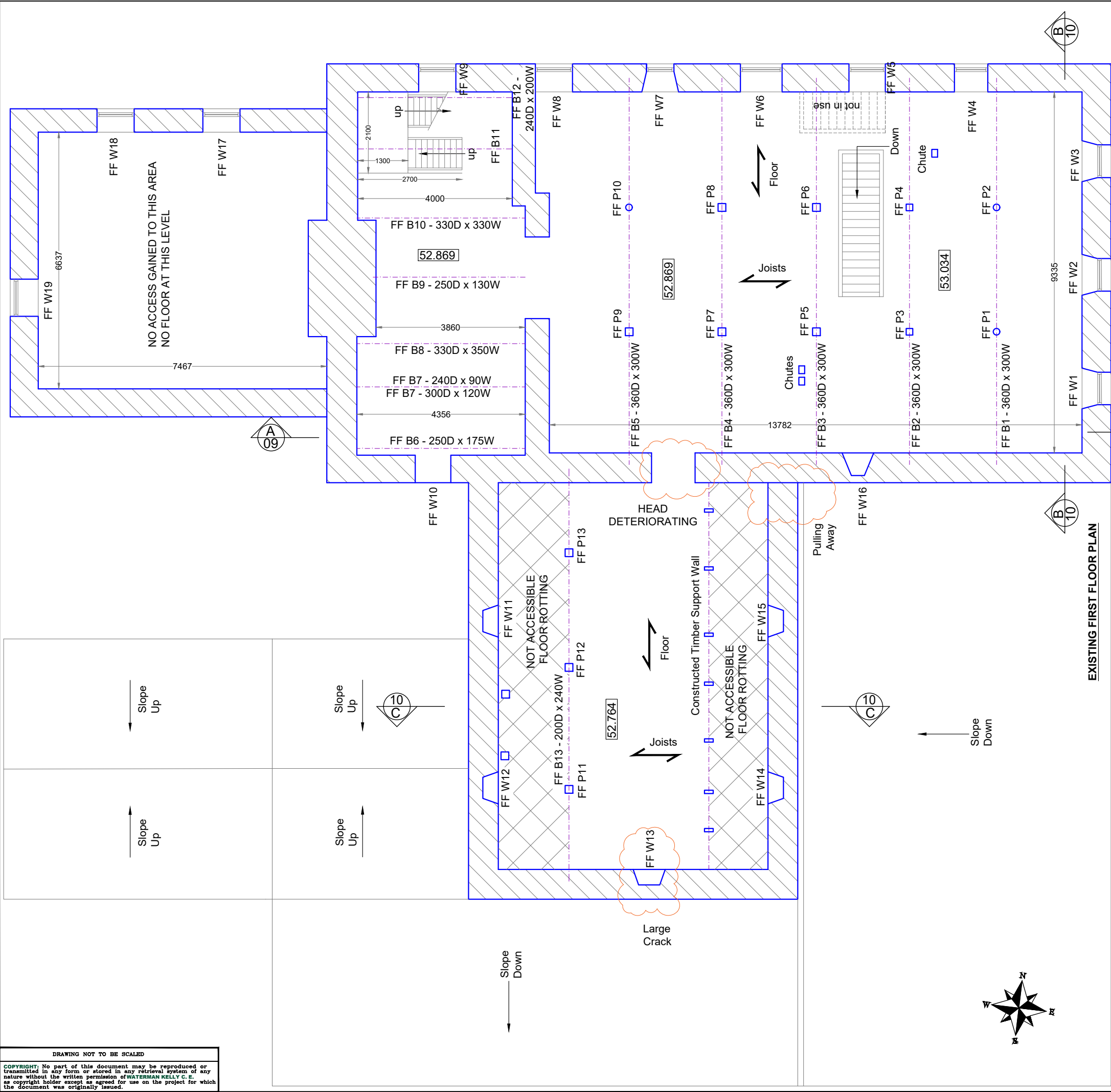
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Drawing No.	WK10534-02	Revision	0
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BEAM MEMBER SCHEDULE				
REFERENCE	SIZE (mm)	Type	South	North
FF B1	360 x 300	Timber	✓	✓
FF B2	360 x 300	Timber	✓	✓
FF B3	360 x 300	Timber	✓	✓
FF B4	360 x 300	Timber	✓	✓
FF B5	360 x 300	Timber	✓	✓
FF B6	320 x 310	Timber	✓	✓
FF B7	370 x 340	Timber	✓	✓
FF B8	300 x 200	Timber	✓	✓
FF B9	300 x 200	Timber	✓	✓
FF B10	330 x 330	Timber	✓	✓
FF B11		Removed		
FF B12	240 x 200	Timber	✓	✓
FF B13	240 x 200	Timber	✗	✗

PIER MEMBER SCHEDULE			
REFERENCE	SIZE (mm)	Type	Good/Bad
FF P1		Timber	✗
FF P2		Timber	✗
FF P3		Timber	✗
FF P4		Timber	✗
FF P5		Timber	✗
FF P6		Timber	✗
FF P7		Timber	✗
FF P8		Timber	✗
FF P9		Timber	✗
FF P10		Timber	✗
FF P11		Timber	✗
FF P12		Timber	✗
FF P13		Timber	✗

DOOR SCHEDULE		
REFERENCE	Head	Comment
FF D1	✗	Substantial Cracking on Head

Good	Bad
✓	✗

WINDOW SCHEDULE		
REFERENCE	Head	Frame
FF W1	✓	Metal (Mesh Cover)
FF W2	✓	Metal (Mesh Cover)
FF W3	✓	Metal (Mesh Cover)
FF W4	✓	Timber (Boarded)
FF W5	✓	Timber (Boarded)
FF W6	✓	Timber (Boarded)
FF W7	✓	Timber (Boarded)
FF W8	✗	Timber (Boarded)
FF W9	✓	Timber (Partly Boarded)
FF W10	✗	Timber (Boarded & Vegetation)
FF W11	✗	Timber (Blocked)
FF W12	✗	Blocked
FF W13	✗	Timber (Blocked) Large Crack under Cill
FF W14	✗	Timber (Blocked)
FF W15	✗	Timber (Blocked)
FF W16	✗	Timber (Blocked)
FF W17	✗	Timber (Glass Pane)
FF W18	✗	Timber (Glass Pane)
FF W19	✓	Timber (Glass Pane)

Notes :

- Dimensions not to be scaled from drawing.
- Woodworm noted throughout First Floor.
- It is noted that many of the timber piers are placed on footings. Many also have timber blocks placed on top of the pier, under the beam to spread load.
- Many of the timber piers are not original and have been replaced throughout the years.
- Main Mill Warehouse joists spanning North/South are 150 x 50mm @ 400mm C/C.
- Main Mill Warehouse floorboards spanning East/West are 30 x 260mm.
- Opening to stairs on the West side of the Main Mill Warehouse First Floor contains Lat and Plaster construction to floorboards.
- South Annex has joists spanning East/West are 220 x 90mm @ 400mm C/C. Joist ends have rotted.
- South Annex has floorboards spanning North/South are 30 x 150mm. Most of the floor is rotten. Area covered in plywood.
- Beam on the South Annex has been replaced with a timber wall construction.
- South Annex pulling from main building.
- It is noted that the East wall of the Main Mill Warehouse may be pulling away.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbereen
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Title of Drawing	First Floor Plan
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Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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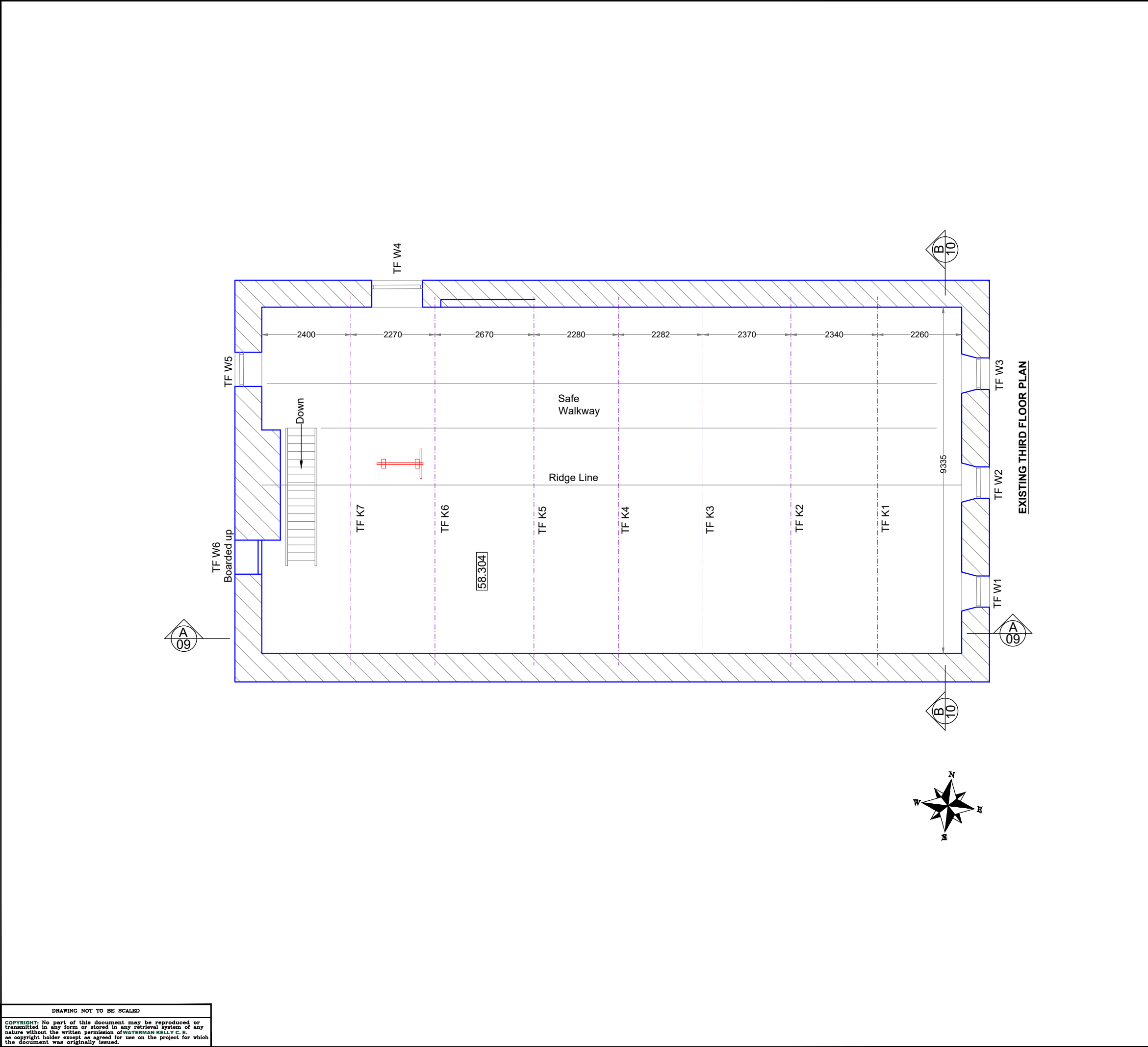
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Drawing No.	WK10534-03	Revision	0
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WINDOW SCHEDULE		
REFERENCE	Head	Frame
TF W1	✖	Metal (Mesh Cover)
TF W2	✓	Metal (Mesh Cover)
TF W3	✓	Metal (Mesh Cover)
TF W4	None	Metal (Mesh Cover)
TF W5	✖	Metal (Mesh Cover)
TF W6	✖	Timber (Boarded)

KING TRUSS SCHEDULE		
REFERENCE	South	North
TF K1	Double Splice	Single Splice
TF K2	Single Splice	Single Splice
TF K3	Double Splice	Single Splice
TF K4	Single Splice	Double Splice
TF K5	Single Splice	Double Splice
TF K6	Single Splice	Single Splice
TF K7	Single Splice	Single Splice

- Notes :**
- Dimensions not to be scaled from drawing.
 - Woodworm not as prevalent through Third Floor.
- King Truss Dimensions:**
- Top Member Supporting Roof from Apex to Wall - 330D x 110W mm
 - Bottom Member Connecting the Two Top Members - 225D x 110W mm
 - Vertical Central Member Connecting Apex to Bottom Member - 150D x 110W mm
 - Angled Member Connecting Top Member to Vertical Member - 110D x 110W mm
- King Truss contains original metal work connections.
 - Roof of the Main Mill Warehouse has been repaired in the last few decades with rafters replaced and sarking felt used.
 - Purlins are 150D x 100W mm of the Main Mill Warehouse. Some damage noted in places.
 - Rafters are 70 x 50 @ 400mm C/C of the Main Mill Warehouse. Look to have been replaced original roof structure.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbereen
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Title of Drawing	Third Floor Plan
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Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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NORTH ELEVATION

Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.
- Some of the Stone Corbels are missing in places on the Main Mill Warehouse.
- The majority of windows are boarded or have information boards placed in the opening.
- There are information boards placed in a frame on ground floor level bolted to the wall using a railing and set into the ground.
- GF D3 contains a steel I Beam head on concrete pillars at either end.
- The second floor windows are metal framed with mesh covering.
- The roof slates of the Main Mill Warehouse are in reasonable condition.
- The West Annex was not accessible.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.

Cork County Council

Name of Job

1847 Soup Kitchen
Skibbereen

Title of Drawing

North Elevation

Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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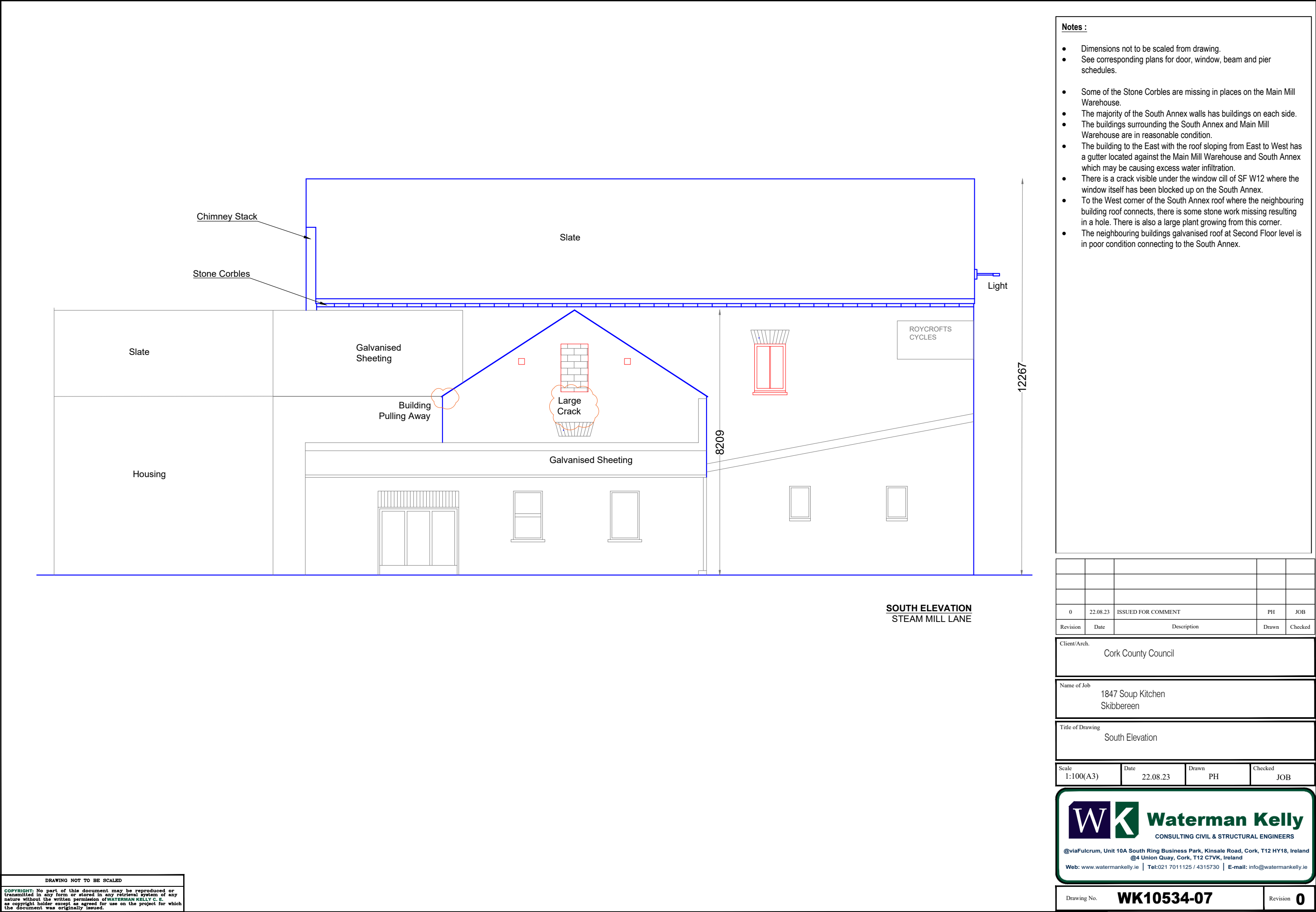


Drawing No.

WK10534-06Revision **0**

DRAWING NOT TO BE SCALED

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- Notes :**
- Dimensions not to be scaled from drawing.
 - See corresponding plans for door, window, beam and pier schedules.
 - Some of the Stone Corbles are missing in places on the Main Mill Warehouse.
 - The majority of the South Annex walls has buildings on each side.
 - The buildings surrounding the South Annex and Main Mill Warehouse are in reasonable condition.
 - The building to the East with the roof sloping from East to West has a gutter located against the Main Mill Warehouse and South Annex which may be causing excess water infiltration.
 - There is a crack visible under the window cill of SF W12 where the window itself has been blocked up on the South Annex.
 - To the West corner of the South Annex roof where the neighbouring building roof connects, there is some stone work missing resulting in a hole. There is also a large plant growing from this corner.
 - The neighbouring buildings galvanised roof at Second Floor level is in poor condition connecting to the South Annex.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch. Cork County Council

Name of Job 1847 Soup Kitchen
Skibbereen

Title of Drawing South Elevation

Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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WK

Waterman Kelly

CONSULTING CIVIL & STRUCTURAL ENGINEERS

@viaFulcrum, Unit 10A South Ring Business Park, Kinsale Road, Cork, T12 HY18, Ireland

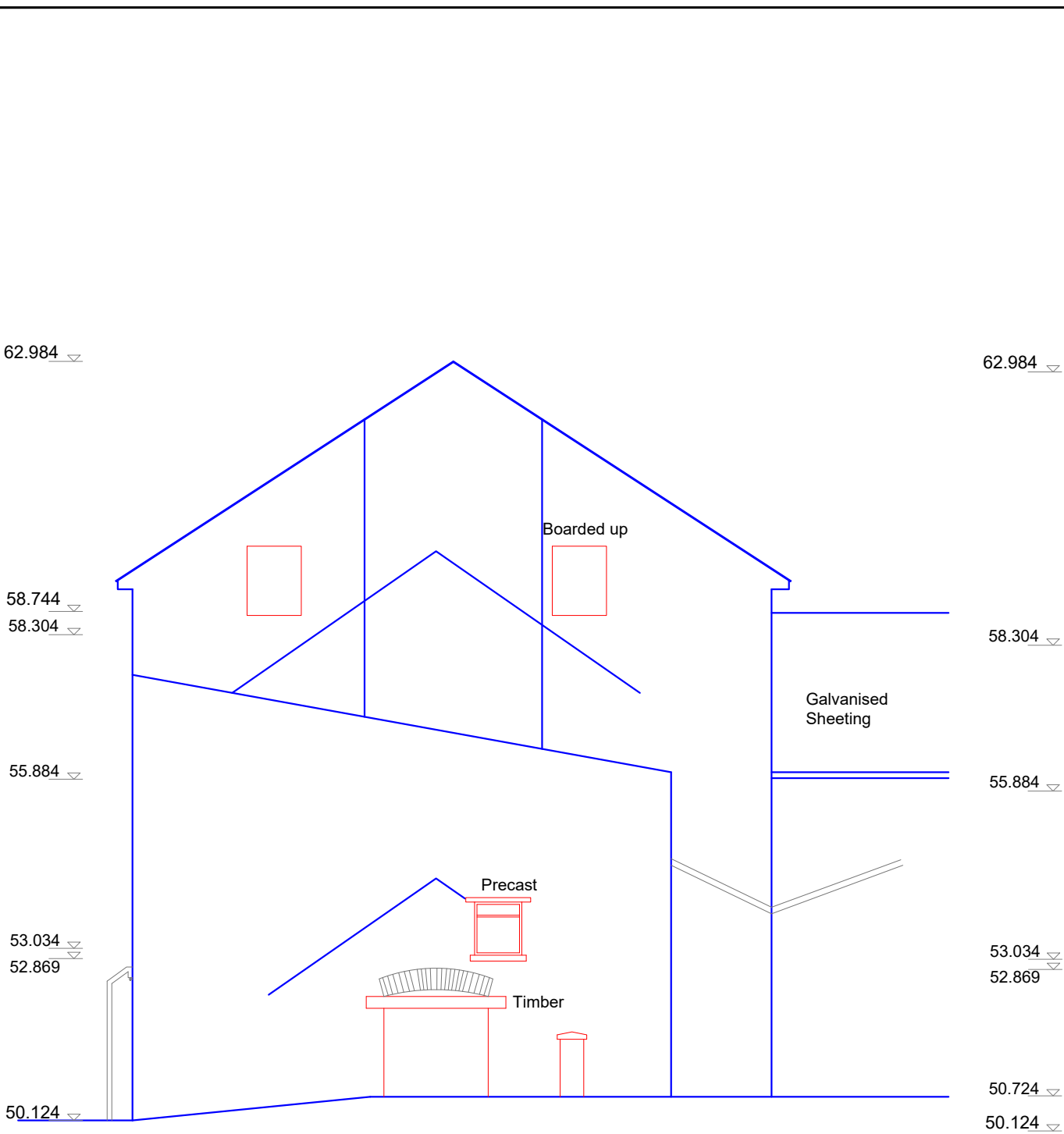
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Drawing No. **WK10534-07** Revision **0**



WEST ELEVATION



EAST ELEVATION
ILEN STREET

Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.

East Elevation

- The Ground Floor windows have been boarded.
- The upper floor windows are metal framed with mesh covering the opening.
- There is a light fixture located between the 1st and 2nd window of the Third Floor reading from left to right.
- There is a christmas light fitting on the right hand side at First Floor Level.
- There are wires going from the side of the building on the right hand side at First Floor level.
- There are signs located on the right hand side along with a sign located under the First Floor central window.
- There is an electric box located at ground level on the left hand side of the building.
- The neighbouring building has roof level up to the First Floor of the Main Mill Warehouse.
- There is some cracking and deterioration around the doorway.
- There is some vegetation growing from the window openings.
- There is some cracking noted on the left hand side at Roof level.

West Elevation

- There was a building previously located at the end of the Main Mill Warehouse building at Ground Floor level with the roof line visible.
- The large head on the possible fire place on the West Annex is timber and deteriorating. There is a slight arch with vertical stone construction following the arch.
- There is a window above the possible fire place in poor condition with a precast head and cill on the West Annex.
- The West Annex was not accessible. There is currently no roof on the West Annex.
- There is a roof line visible of the previous building structure with two windows located above this roof line at Third Floor level of the Main Mill Warehouse.
- One of those windows is boarded with the other window metal framed with a mesh covering the opening.
- The chimney line is visible on the centre of the West elevation.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.

Cork County Council

Name of Job

1847 Soup Kitchen
Skibbereal

Title of Drawing

East and West Elevations

Scale 1:100(A3)	Date 22.08.23	Drawn PH	Checked JOB
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Drawing No.

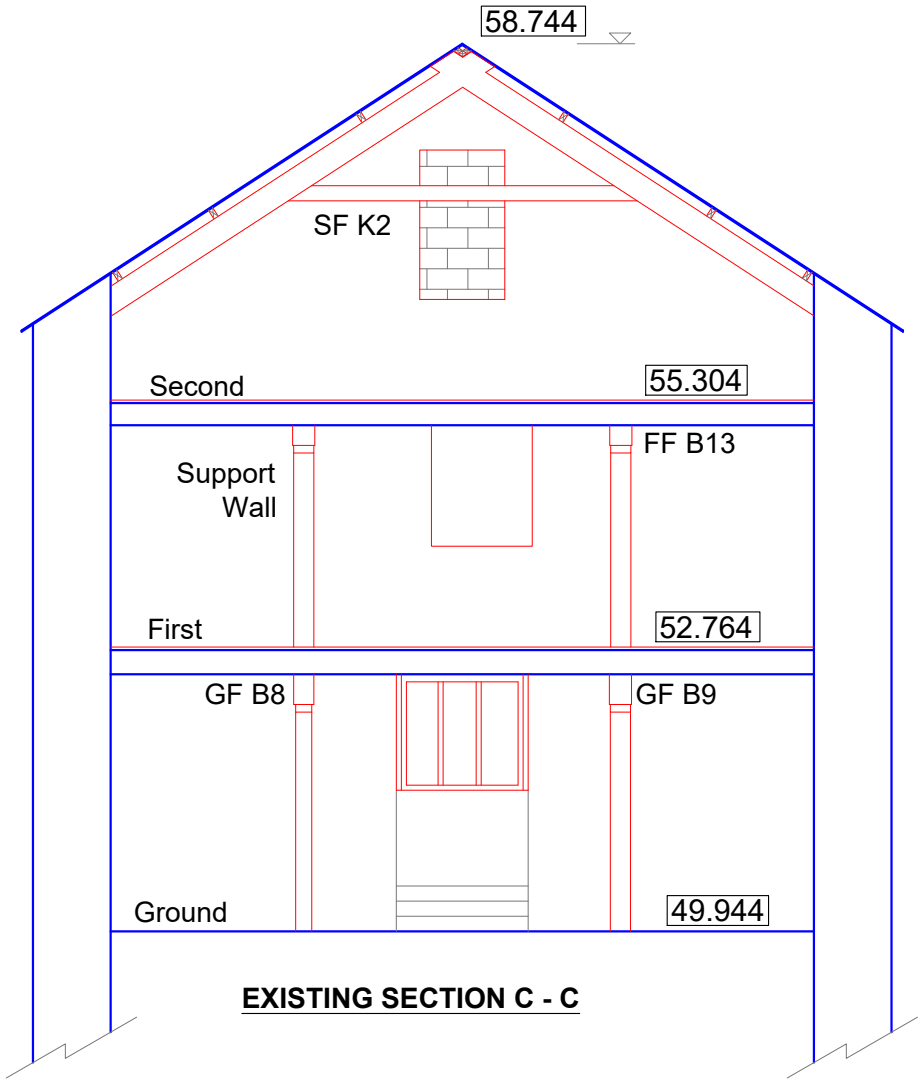
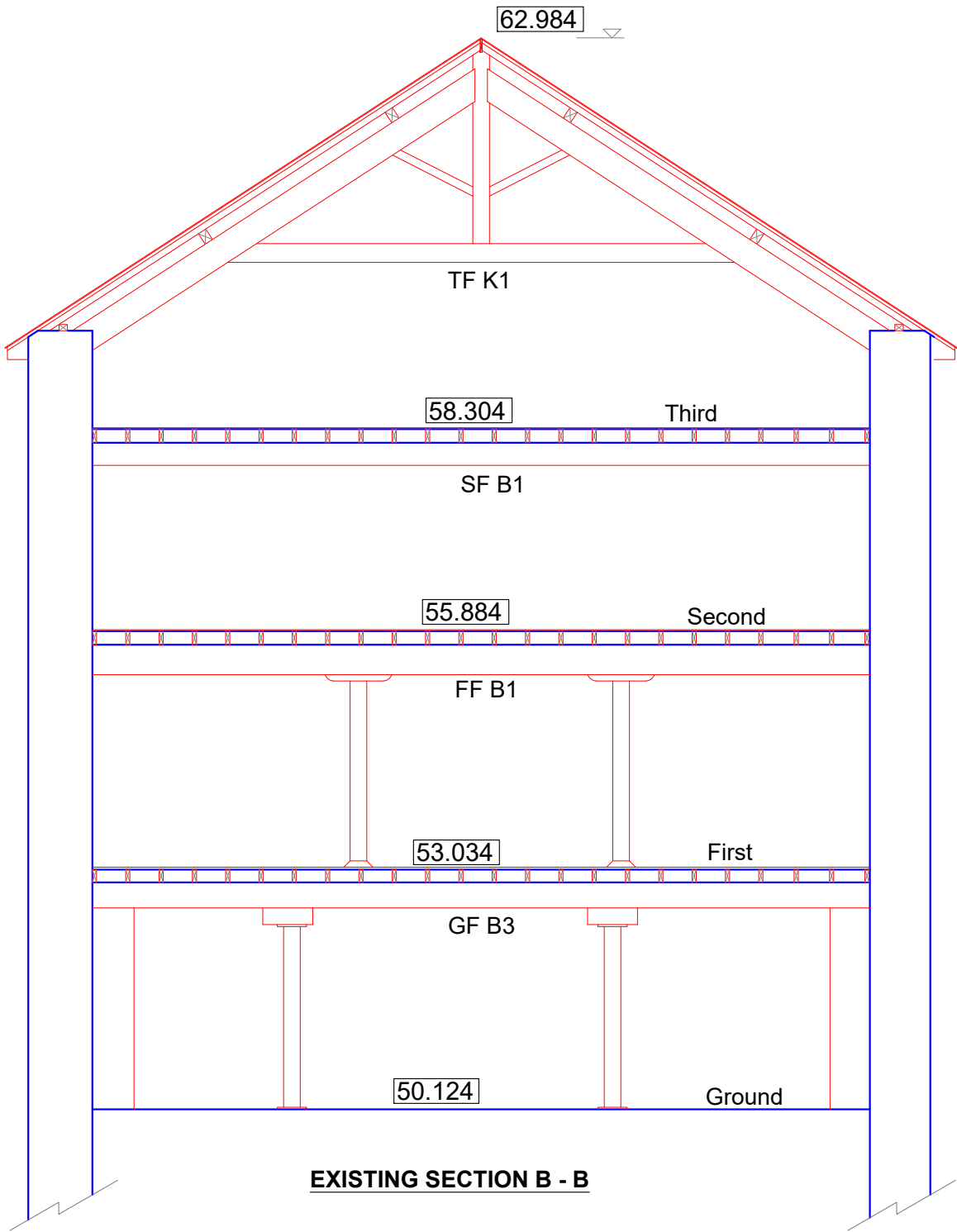
WK10534-08

Revision

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Notes :

- Dimensions not to be scaled from drawing.
- See corresponding plans for door, window, beam and pier schedules.

Section B-B

- Displays a section of the Main Mill Warehouse.
- The two beams closest to the door on the East at Ground Floor level have been replaced with steel I beam and placed on brick pier.
- Many of the piers through the floors have a footing placed under the pier along with a block placed under the beam on the pier to spread load.
- The timber floor at First Floor, Second Floor and Third Floor levels are in poor condition with many areas rotting and plywood placed on top.
- Note there is a Step down on the First Floor of 165mm.
- Woodworm has been noted in most areas on timber beams, piers and floorboards.
- The Third Floor level contains a walkway put in place for safe passage along the length of the floor level.
- Many of the King Truss connections to the wall have been spliced due to cracking occurring from the connection points.
- The East wall (Front of building) may be pulling away from the rest of the building.

Section C-C

- Displays a section of the South Annex off the main building.
- The Beams, Piers and Floorboards are in very poor condition with much of the First Floor inaccessible.
- The Third Floor is not accessible and is blocked from entry.
- The King Trusses are in poor condition with two of the three replaced in previous years. Evidence of woodworm present on the trusses.
- Many of the purlins are in poor condition.
- The galvanised roof is in poor condition.
- Many of the windows have been blocked up or boarded.
- There is a fall of 180mm through to the Ground Floor from the Main Mill Warehouse to the South Annex.

0	22.08.23	ISSUED FOR COMMENT	PH	JOB
Revision	Date	Description	Drawn	Checked

Client/Arch.	Cork County Council
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Name of Job	1847 Soup Kitchen Skibbereen
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Title of Drawing	Sections B - B and C - C
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Scale 1:75(A3)	Date 22.08.23	Drawn PH	Checked JOB
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WK

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Drawing No.	WK10534-10	Revision	0
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Structural Report

**Old Steam Mill
Ilen St, Skibbereen
Co. Cork**



Our Ref: WK10534

Date: 25th Aug 2023

**Waterman Kelly
Consulting Engineers
4 Union Quay
Cork
Tel: 021-4315730
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1 Introduction

1.1 Preface

Waterman Kelly Consulting Engineers were engaged by Liam Lynch of Cork County Council to carry out a structural, measurement and topographical survey, along with a preservation action plan of the Old Steam Mill, Skibbereen in June 2023. The purpose of the surveys is to help inform the future usage of the building.

1.2 Undertaking of Survey

The measurement and topographical surveys were undertaken on 13th/14th July 2023, with the structural survey undertaken on 27th/28th July. Safe access to all areas of the buildings was not possible due to the structural condition of the building. The survey was a non-invasive survey.

During the course of the survey, there was no alteration, removal or exposure of any kind of wall linings, wall surfaces or floor covering or of furniture or fittings.

This inspection was of a superficial nature only and any features, which were not visually apparent or situated in inaccessible areas, could not be reported. In addition, no accountability can be held for the report on any structural features or elements hidden within.

Further to the undertaking of the structural survey, a drone survey has been commissioned. This survey is scheduled to be carried out in early Sept 2023.

2 Building Layout

2.1 Floor Plan

The Old Steam Mill consists of a main mill warehouse, a south annex and a west annex. It is clear that the annex to the rear and south of the premises were constructed at a later date and these 3 structures are considered independently.



Fig 1 – Building Layout

2.2 Main Mill Warehouse

The main mill warehouse contains four storeys with a pitched tiled roof and masonry external walls.



Photo 1 – Main mill warehouse east elevation



Photo 2 – Main mill warehouse north elevation

2.3 South Annex

There is a three storey annex to the south which consist of pitched, corrugated roof, and masonry external walls.



Photo 3 – Gable of southern annex behind blue building

2.4 West Annex

There is an annex to the west, of which only part of the external walls remain and is effectively derelict.



Photo 4 – West Annex

3 Structural Survey

3.1 Main Mill Warehouse

3.1.1 Roof

The pitched roof of the main warehouse consists of tiles on battens on underlay and supported on a timber truss. The pitched tiled roof replaces the original slate roof however the original roof truss and supporting structure are still in place. The pitched roof does not have even line or gauge but nevertheless is in relatively good condition I would expect that it was never fully aligned properly, and that the original workmanship is still evident. The underfelt serving the tiled roof is pitted and worn in places and has been torn by birdlife etc and is nearing the end of its service life.

The roof truss itself appears to be in remarkable good condition for its age. The roof truss suffers from a structural defect all too familiar at the time whereby the roof truss was embedded directly into the wall at the eaves and not constructed on a wall plate. This by default caused the occurrence of damp rot in that portion of the roof truss where it enters the wall. On occasion the roof truss has been replaced and repaired in this area with the addition of a second roof truss base. Where it has been replaced shows no further signs of deterioration. The roof trusses are of a through bolted pitch pine construction. The trusses are in good condition and show no real sign of deterioration.

There is evidence of woodworm, and one king truss in particular shows signs of deterioration. Therefore, it would be prudent to treat all the timbers in the premises for woodworm.

Please see Appendix A, Drawing WK10534-05 for truss schedule.



Photo 5 – Original roof truss



Photo 6 – Second truss base with damp rot showing on original truss

3.1.2 East Elevation (Front Street)

The external walls of the main warehouse are of masonry construction with an inner and outer course. Much of the plasterwork on this elevation has fallen away.

The east facing gable shows that this wall is out of plumb. Experience has taught us that this lateral failure is typically due to failure of the lintels of some of the windows. However, in this case, the inspection of the internal wall showed no particular movement, and this would suggest that the out of plumbness was part of the original construction of the premises.

The ground floor windows are boarded with the upper floor windows of metal frame and mesh covering. Please see enclosed photographs of each frame with a visual assessment of same.

Cracking and deterioration was noted around the doorway at ground level and the left hand side at roof level. This localised cracking can be dealt with without major structural intervention with the wall.

Please see Appendix A, Floor Plans for window schedules.



Photo 7 – Eastern gable out of plumb

3.1.3 North Elevation

The north facing wall is in good condition. The wall appears to be capped with sandstone corbel. Beyond the wall line the capping is in good condition. There is an ope which I believe was created after the construction of the building to allow access to the roof void and capping has been removed here.



Photo 8 – Northern facing wall showing capping and opt to roof void

There are 15 window and 2 door opes in the north facing wall. In general, the windows opes are in good condition. There is evidence where the external window head has failed due to damp penetration in four of the windows. The heads on the ground floor are in poor condition on the external portion of the wall and the heads over the doors have been replaced, likely at the same time as the roof covering was replaced, 30 years ago. It was possible to open and close doors and the frames themselves do not indicate signs of failure.



Photo 9 – Failed window head

Many of the windows have been covered over but again no sign of direct failure of the walls is evident apart from one visible crack clearly that has deteriorated adjacent to ground floor door on the northern elevation. This may have been caused by the installation of the steel head over said door.

3.1.4 West Elevation

The west facing wall of the premises is partially obscured by two walls of the west annex and a significant amount of ivy. The area of west facing wall enclosing the chimney was taken down and capped during the re-roofing.

The windows at the upper most levels are in good condition, however their external heads are reaching the end of their service life. No real indication of failure of the wall is visible. The windows on the lower level are blocked up in order to brace the wall structure and the heads themselves are in poor condition.



Photo 10 – West Elevation

Please see Appendix A, Floor Plans for window schedules.

3.1.5 South Elevation

The south facing wall is inaccessible at ground level due to the presence of the annex and the neighbouring premises, however, internal inspection of this wall appears to be in good condition with no real sign of failure. It was noted that some of the stone corbels are missing in places.

Please see Appendix A, Floor Plans for window schedules.

3.1.6 Interior

The interior of the main warehouse consists of four floors, a concrete ground floor and suspended timber construction for the first to the third floor. The timber floor boards rest on the timber joist and these timbers joist in tun rest on beams which are supported by timber columns and posts.

The concrete ground floor is in good condition, true and level and no sign of failure.



Photo 11 - Concrete ground floor showing steel beam and brick column supporting first floor

On the first floor the floorboards are 50% failure. The floor joists are in generally in good condition however these joists will need to be replaced in their entirety due to damp penetration from the external walls. The beams and columns are in good condition. A steel beam was used to support the suspended timber floor on the first floor and these steel beams are supported by brick columns.



Photo 12 – First Floor

On the second floor the floorboards are 90% failure and in poor condition. The floor joists are in poor condition, especially where they abut the walls and these need to be replaced. The beams and columns are in good condition.



Photo 13 – Second floor



Photo 14 – Second Floor

On the third floor the floorboards are in extremely poor condition suffering from damp and dry rot and need to be replaced in their entirety. The joists beneath the floorboards wall are in extremely poor condition need to be replaced in their entirety.



Photo 15 – Third floor

The timber beams which support the joists are generally in good condition. One beam in particular shows signs of woodworm and is gone beyond its service life and needs to be replaced. The others appear to be in good condition.

The current stairs was a recent addition to gain access throughout the building and complies with public access. It has no historical merit.

Please see Appendix A, Floor Plans for beam and pier schedules.

3.2 West Annex

The west annex has no roof and is essentially derelict. No internal access was available to the annex.

The north and west walls of the west annex are generally in good condition however all the heads of the windows will need to be replaced. The structural walls of the annex show no sign of failure however they are deteriorating due to damp penetration.



Photo 16 – West annex

The opening that provides access to this annex is where the old windows of the main warehouse were. While the footing of these window opes have been worn down due to footfall, they appear to be in good condition. The window heads will have to be replaced as they are reaching the end of their service life.

3.3 South Annex

The annex to the south of the building is in much poorer condition than the main warehouse. The corrugated steel roof is in poor condition and needs to be replaced. Approximately 50% of the roof truss is in poor condition due to damp and decay and will need to be replaced in its entirety. This was not visible externally.



Photo 17 – Corrugated roof and timber truss

The external walls are generally in good condition. The east facing wall is in good condition and the gable wall to the south is in good condition. However, there is major structural failure due to failure of one of the timber lintels to the south wall of the annex. The west facing wall is in bad condition and will have to be replaced in its entirety.



Photo 18 – Failed lintel



Photo 19 – West facing wall requiring replacement

All of the structural timbers in this annex are in very poor condition and show damp penetration and will not survive any reconstruction.



Photo 20 – Example of condition of timbers

The original paving slabs which I suggest were external (and seem to match the capping of the original premises) appear to be in good condition, and I recommend they be retained as much as possible from a structural point of view.



Photo 21 – Original paving slabs

3.4 Services

Apart from the rudimentary sanitary facilities, there is no visible plumbing in the entire premises and the visible cabling and electrics are far beyond their service life. There is no heating in the entire building.

There are no visible rainwater goods servicing the premises and no visible drainage external to the building.

The entire premises will require new water supply, rainwater and foul drainage, heating and electrical services. Details of these will be dependent on the future use of the building.

4 Action Plan

The following works are required to be undertaken to preserve the building from further deterioration in the short and medium term.

4.1 Urgent Works

The works deemed urgent comprise of works in the main mill warehouse only and should be undertaken within 6 months to preserve the building from further deterioration.

- Treating of woodworm in all timbers in the main mill warehouse.
- Replacement of all failed window heads in the main mill warehouse.
- Making the main mill warehouse watertight involving window installation, sealing at eaves and installation of cast aluminium gutters and downpipes.
- Treatment of all structural timbers to stop further decay due to water ingress through walls in the main mill warehouse involving cutting, splicing and bolting of timbers at the walls with treated timber.

4.2 Necessary Works

The works deemed necessary comprise of works in the main mill warehouse and annexes and should be undertaken within 12-18 months to preserve the building from further deterioration.

- Rebuilding of west facing wall in the south annex.
- Replacement of failed window heads throughout both annexes.
- New roofs on both annexes.
- Making of both annexes watertight including new windows and rainwater goods
- New structural timbers, flooring and stairs in both annexes.
- New flooring in the main mill warehouse.
- Stitch repairs of wall cracks through entire building.
- Replacement of missing stone corbles.

4.3 Desirable Works

The timeframe of desirable works are dependant on the overall final design of the building, dependant on its future use.

- Cosmetic improvements to external walls including re-pointing and treatment for further waterproofing.
- New services including water, heating and electricity.
- Thermal insulation of building.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Eric Waterman', with a horizontal line underneath.

Eric Waterman

BE C.Eng MIEI

Waterman Kelly Consulting Engineers

5 Appendix A - Drawings

4.0 – SITE LOCATION MAP

5.0 – COE 1 STANDARD CONDITIONS OF ENGAGEMENT FOR CONSULTANCY SERVICES (TECHNICAL)

Standard Conditions of Engagement for Consultancy Services (Technical)

between

[Click or tap here to enter text.]

Client

and

[Click or tap here to enter text.]

Consultant

in respect of

[Click or tap here to enter text.]

Project

Standard Conditions of Engagement for Consultancy Services (Technical)

Document Reference COE-1 v.2j

30 September 2024

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Department of Public Expenditure, National Development Plan Delivery and Reform
Government Buildings
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Dublin 2.

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AGREEMENT made on the date of execution BETWEEN the Client and the Consultant

1. APPOINTMENT

- 1 The Client appoints the Consultant, and the Consultant accepts the appointment
- 2 for the Project,
- 3 on the terms of the Contract.

Contract

- 4 The Contract is the entire agreement of the parties about the appointment, and consists of –
- 5 this Agreement;
- 6 Schedules A and B;
- 7 any contents of other documents identified in Schedule A.
- 8 Schedule A describes methods used in the Agreement;
- 9 defines capitalised terms;
- 10 includes particulars and choices specially entered for this appointment.
- 11 The parties intend the Contract to be given purposeful meaning
- 12 for efficiency and public benefit generally and as particularly identified in it.

2. PERFORMANCE

Services

- 1 The Consultant shall perform the Services identified in Schedule B, elsewhere in the Contract,
- 2 at its [his, her] own expense [except where the Contract states otherwise],
- 3 with the skill, care, diligence, efficiency and professional conduct reasonably to be expected from a consultant with the qualifications and experience suitable for the Services.
- 4 No contents of the Contract [whether within 1.5, 6, 7] amount to a guarantee by the Consultant of suitability for purpose of the design or other Services.
- 5 [The Client may evaluate the Consultant's performance for future reference.]

Authority

- 6 The Consultant has authority to perform the Services [but not to change them].
- 7 The Client shall not prevent or override any impartial professional judgment required from the Consultant,
- 8 for any Services as employer's representative under a Project construction contract,
- 9 as Project Supervisor Design Process.
- 10 [That restraint is not infringed by the following relevant to 7 –
- 11 Client's right to the Consultant's Management Services;
- 12 any Schedule A restriction on the Consultant's authority to issue a Change Order [under any Project construction contract];
- 13 advance consultation by the Consultant with the Client, Client's cost control advisor, about financial assessments;
- 14 Client's exclusive right to accept or reject a value engineering proposal.]

Extent of liability

- 15 The Consultant acknowledges that any breach by it of the Contract may cause financial losses to the Client not only directly but by liability to contractors, suppliers, other consultants, involved in the Project
- 16 [so that consequently such losses may be included in compensation for which it is liable to the Client].

Limit of Liability

- 17 The Consultant's liability to the Client as ascertained in any year commencing on 1 January arising out of or under this Contract is limited to the amount of, and subject to the exceptions to, the Liability Cap, as Scheduled.

Joint and several liability

- 18 If more than one [human, legal] person is identified as the Consultant, they are jointly and severally liable to the Client.

Insurance

- 19 The Consultant shall insure [at least] as Scheduled
- 20 [its responsibilities are not limited by a permitted deductible or any insufficiency of the insurance]. The Consultant shall comply with the terms of the insurance policies. The Consultant shall not make any cancellation, material reduction or alteration to the insurance unless approved in advance by the Client. The Consultant shall promptly notify the Client of any cancellation, renewal, non-renewal or material reduction or alteration by the insurer of any insurance policies.
- 21 If the Consultant does not promptly on the due date of renewal, and in any event on request, prove that this insurance is fully in force the Client may [without affecting its other rights] insure and recover the cost from the Consultant. For professional indemnity insurance, a certificate in a form approved by the Client, signed by the broker or underwriter, may be given.

Corrupt Gifts

- 22 The Consultant warrants that:
- 23 it shall not offer or agree, or has not offered or agreed, to give to the Client [including any of the Client's personnel] or any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract; and
- 24 unless fully disclosed to and agreed by the Client in advance, no former officer nor employee of the Client nor of a consultant to the Client whose duties related to the project will, for 12 months after leaving the employment or office, be engaged by the Consultant.

Key Team Members

- 25 The Consultant may not make changes to Key Team Members without the prior approval of the Client.
- 26 Application to the Client for approval must be made no later than a month before the proposed change is to occur, unless the Client agrees to a shorter notice period. The Consultant must provide the name and curriculum vitae of the proposed substitute personnel together with any other details requested by the Client.
- 27 The Client may refuse to accept any proposed substitute and in such a case, the Consultant shall submit to the Client further names and curricula vitae of other proposed substitute personnel within a period specified by the Client but no proposed substitute shall be engaged in respect of the Services unless and until approved by the Client.

Conflicts of Interest

- 28 The Consultant shall ensure that no conflict of interest arises in respect of its performance of the Services.
- 29 The Consultant shall disclose to the Client any conflict of interest or potential conflict of interest which the Consultant or any sub-consultant may have in performing the Services within forty-eight hours of the Consultant becoming aware of such conflict or potential conflict.
- 30 The Consultant shall be responsible for ensuring that its sub-consultants provide it with information allowing it to observe this obligation.
- 31 The Client shall at its absolute discretion decide on the appropriate course of action to be taken in respect of any conflict of interest or potential conflict of interest [which may include termination under 14].

3. TRANSFERS

- 1 The Consultant may not validly assign any Contract benefit, responsibility, without the consent of the Client,
- 2 who shall not unreasonably withhold or delay a consent to a request [made according to the Scheduled Management Services].

- 3 The Consultant may not validly sub-contract performance of any Services,
- 4 unless agreed or requested by the Client. The Consultant shall procure that a sub-consultant shall provide a collateral warranty in favour of the Client in a form approved by the Client. The Client may [without affecting its other rights] withhold from the Consultant 5% of any payment to be made to the Consultant until the Consultant provides such collateral warranty in the required form duly executed.
- 5 The Consultant shall be responsible for the acts and omissions of sub-consultants as if they were its own.
- 6 The Consultant shall be bound by any Scheduled novation agreement with the Project construction contractor
- 7 from seven days after notice from the Client to the Consultant [and the contractor] that the agreement applies.

4. PROGRESS, PERIODS

- 1 The Consultant shall start its Services for a Stage when the Client gives permission,
- 2 perform them regularly,
- 3 meet each Milestone within the Stage,
- 4 and complete the Services for the Stage within the Performance Period Scheduled for it.
- 5 The timing of each permission to start is the Client's choice.

Sub-Stage[s]

- 6 If Schedule B divides Stage (ii) into Sub-Stages (a), (b) and (c), the Client may give permissions to start them at different times.
- 7 References to a Stage in this Clause,
- 8 and elsewhere in the Contract [unless the context shows otherwise],
- 9 shall apply separately to each Sub-Stage.

Suspension

- 10 The Client may inform the Consultant that it is considering a suspension
- 11 and may invite the Consultant's response.
- 12 The Client may by notice suspend the Consultant's performance of [all or any] Services [even without prior information].
- 13 The notice takes effect immediately unless a later date is stated in it.
- 14 The suspension is for any fixed period stated in the notice, or if none until further notice.
- 15 The Consultant shall suspend Services accordingly, except for
- 16 emergency Services necessary,
- 17 Services requested by the Client in connection with the suspension.

Suspension payments

- 18 The Client shall pay the 'Percentage of Stage Fee for Suspension' [Schedule B] in respect of the first Stage suspended in the notice
- 19 as payment for all effects of the suspension on the Consultant's costs [e.g. of allocating personnel from and back to the Services, PSDP Services].
- 20 Half the addition is due with the notice, and the rest when the suspension ends.
- 21 The Client shall also pay any direct costs at the Scheduled Time Charges for emergency, requested, Services [under 16,17].

5. PROLONGATION

Relief

- 1 Neither party is liable to the other for delay due to Special circumstances not due to its own breach of this Contract.
- 2 Special circumstances are –
- 3 war, hostilities, civil commotion;
- 4 industrial disputes;

Client liability

- 5 Except as provided in Clause 4 and any adjustment to the Fee for inflation in accordance with Clause 9 the Client has no liability to the Consultant [whether for breach of contract, duty of care or otherwise] for the Consultant's costs or losses for any delay to the Services.

6. COMMUNICATIONS

Purposeful

- 1 The parties intend all communications between them to be interpreted purposefully, having regard to the Contract purposes [1.11,12].

Effective

- 2 A communication by a party provided for in the Contract is effective [only] when received as follows.
- 3 A communication is presumed [unless the contrary is proved] to have been received by the other on the –
- 4 date of faxing, emailing, to the other's representative according to the current particulars [Schedule A] that is electronically recorded by the transmission;
- 5 date shown in a signed receipt for due delivery by hand, courier, recorded post.
- 6 A communication is effective on any proven date of receipt by any other method in the Scheduled Management Services.
- 7 A document purporting to be an electronic or mechanical copy or duplicate of a communication is presumed to be accurate.

7. COORDINATION

Client's information, access, assistance

- 1 The Client shall provide when required according to both the Consultant's Management information [Schedule B] and actual progress with the Services –
- 2 Client's briefs and output specifications;
- 3 access to the Project site;-
- 4 any other information, access to other places required from the Client to enable the Services to be performed;
- 5 any Scheduled facilities;
- 6 Scheduled resident staff for Project construction.

Client's responses

- 7 The Client may respond to Consultant's communications with comments, questions, objections,
- 8 to which the Consultant shall reply.
- 9 A Client's response or failure to respond to any communication from the Consultant does not constitute or imply any review or verification by the Client,
- 10 or relieve the Consultant from any responsibility or liability.

Team leader

- 11 If identified in Schedule A as leader of any Client's consultancy team, the Consultant shall assist the other members of the team to coordinate their services where they are related in contents, timing,
- 12 and where necessary shall resolve conflicts in the coordination.
- 13 If not leader, the Consultant shall perform the Services so as to minimise such conflicts,
- 14 and shall comply with coordination decisions of any leader of the team appointed by the Client.

8. COOPERATION

- 1 The Client [subject to restraints as a public authority] and the Consultant shall support reciprocal cooperation for the Contract purposes [1.11,12],
- 2 for example –
- 3 in dealing with relationships between personnel, changes of personnel;

- 4 for informed consultations;
- 5 in negotiating agreements referred to in the Contract;
- 6 for mutually suitable timing, and taking account of parties' priorities;
- 7 for orderly suspension and resumption of Services;
- 8 to minimise problems, delays [irrespective of responsibility].

Protection

- 9 The parties may agree to consult, communicate, without prejudice.
- 10 In any case, offering or giving cooperation does not imply any admission whatever of any responsibility,
- 11 or alter either parties' rights or duties unless otherwise agreed [in accordance with the Scheduled Management Services].

Incentives

- 12 Failure to cooperate by either party shall be taken into account where it affects legal duties involving reasonableness,
- 13 in performance, calculating payment, minimising losses.
- 14 The Client may make concessions as an incentive to continued cooperation by the Consultant [such as adding extra Milestones for payments on account, paying early within the maximum payment period in 9.5].

9. PAYMENTS

- 1 The Client shall pay to the Consultant –
- 2 the amount of each Scheduled Stage Fee for duly completing all the Services [including PSDP Services] for a Stage [a Sub-Stage];
- 3 any additional payments specified in the Contract that are due;
- 4 any Special disbursements sanctioned in advance by the Client [the Fees are inclusive of all other disbursements].
- 5 Payment of each amount due [less any due deduction of withholding tax] shall be made within 30 days after the Consultant supplies a valid invoice,
- 6 provided the Consultant has proved that it has a current tax clearance certificate from the Revenue Commissioners.

Applying Percentage fees

- 7 A Scheduled Percentage for the Total Fee is applied [in accordance with the Scheduled Management Services] to the estimate approved by the Client of the relevant Project costs made on completion of the working design prior to commencement of tender drawings and specifications.
- 8 The resulting amount is final, and each percentage tabled in Schedule B for a Stage Fee is applied to it, irrespective of any later estimated, actual, variation in those costs [unless due to a change instructed after that estimate].

Converting Percentage Fee to Lump Sum

- 9 The Client may inform the Consultant that it is considering converting a Scheduled Percentage Total Fee to a Lump Sum Total Fee,
- 10 and may invite the Consultant's response.
- 11 The Client may by notice apply any initially Scheduled Percentage Total Fee to any current estimate to convert it to a Lump Sum Fee for Stages (ii) to (v).
- 12 The Lump Sum Fee will then be treated as divided between Stages, Sub-Stages, in the percentages initially Scheduled.

Inflation Adjustment

- 13 Subject to 14 and 17, on the First Adjustment Date and, thereafter, on each anniversary of the previous Adjustment Date, the COE Fee Adjustment Factor shall be applied to the amount of the element of the Fee [with any necessary apportionments] for Services performed during an Indexation Year.
- 14 Where the performance of any element(s) of the Services are delayed due to the Consultant's breach of contract, the Consultant's entitlement to an adjustment to the Fee for

- inflation for those elements of the Services so delayed shall be calculated by reference solely to the lower of the COE Fee Adjustment Factor:
- 15 which applied in the Indexation Year in which the delayed Services were due to be performed; and
- 16 for the Indexation Year in which the delayed Services were performed.

Exclusions from Inflation Adjustment

- 17 The following amounts shall not be subject to adjustment under 13 -
- 18 any element of the Fee based on Calculated Time Charges;
- 19 any payment due under Clause 13.15;
- 20 any Special disbursements under 4.

10.DEBTS TO CLIENT

- 1 The Client may recover any money due from the Consultant under or for breach of this Contract as a debt due.
- 2 The Client may deduct the money due from any other money due or to become due to the Consultant under the Contract, any other contract between the parties,
- 3 after at least 14 days' notice to the Consultant.
- 4 The Client is liable for [simple] interest at the Scheduled rate on any money wrongfully deducted, while withheld.

11.CLIENT'S CHANGES

- 1 The Client may instruct a change to the Services for any reason, and the Consultant shall comply with the instruction.

Increased, reduced, lump sum fee

- 2 Where a change increases the Services for a Stage with a Lump Sum Fee [by Schedule B or by conversion under 9.11,12] the Fee is increased at the Client's choice either –
- 3 in proportion to the increase in those Services;
- 4 or by the Scheduled Time Charges for changes, applied as follows.
- 5 The Time Charges are applied to the estimated extra time required for increased Services in Stage (ii);
- 6 the actual extra time spent on the increased Services in any other Stage.
- 7 A Lump Sum Stage Fee is reduced in proportion to the reduction in Services by a change.

Adjustment of percentage Fee

- 8 A Percentage Total Fee, and consequently each percentage Stage Fee, is adjusted for any increase, decrease, in the estimated Project costs by a change instructed after the estimate has been applied to calculate the Fee [9.7,8].
- 9 But a decrease is not made in the estimated Project costs for design excluded from the Project by the change where the Consultant had duly made the design before the change was instructed.

Consultant's breach

- 10 The Client is not liable for any additional fee or other payment for a change that is consequential on the Consultant's breach of the Contract [without prejudice to the Client's other rights and remedies].

12.BUDGETARY CONTROL

- 1 In performing its Services the Consultant shall have regard to the importance and value in the public interest of accurate estimating.
- 2 'Excess Percentage' means the percentage [if any] in excess of the percentage in Schedule A
- 3 of the tendered amount accepted by the Client for the Project construction
- 4 by which that amount is above or below the last estimate approved by the Client before giving permission to start Stage (iii).

- 5 'Consultant's contribution' means any information, checking, computation, that having regard to its Services the Consultant should provide for that last estimate.
- 6 The fee payable for performing the Design Stage (ii) shall be the amount of the Fee otherwise payable less the percentage of it equal to any Excess Percentage,
- 7 unless the Consultant establishes that none of the Excess Percentage is [directly or indirectly] in respect of the Consultant's contribution.
- 8 If the Consultant establishes that only part of the Excess Percentage is in respect of the Consultant's contribution only so much of the Excess Percentage as is proportionate to its contribution shall apply in calculating the Fee.
- 9 The Client may [in its absolute discretion] determine that the Fee is to be calculated without taking account of all or part of any Excess Percentage where in its opinion the Consultant has established a reasonable and justifiable cause for the excess.

13. INTELLECTUAL PROPERTY ETC.

General rights

- 1 The parties' rights in law between themselves to –
- 2 documents;
- 3 intellectual property rights in documents, designs or any other deliverables arising from the performance of the Services;
- 4 are not altered by the Contract;
- 5 except as follows.

Licence, assignment

- 6 The Consultant hereby grants the following rights to the Client
- 7 in each of the [hard copy, electronic] documents, designs or any other deliverables arising from the performance of the Services made or obtained by the Consultant in the course of the performance of the Services (the "Consultant's Documents"),
- 8 except its internal office notes, memos, emails, which it is acknowledged shall not constitute the Consultant's Documents.
- 9 The granted rights are a royalty-free, perpetual, non-exclusive, irrevocable, assignable, licence to reproduce and use, the Consultant's Documents, in connection with the Project [before or after its completion],
- 10 any other projects within 13, 14;
- 11 or for those Consultant's Documents (if any) set out in Schedule A, an absolute assignment to the Client including by way of present assignment of future rights of the Consultant's entire right, title and interest, including all intellectual property rights, in and to, the Consultant's Documents, free from all encumbrances for the full duration thereof throughout the world together with a waiver of all moral or similar rights arising from such Consultant's Documents insofar as the Consultant may lawfully do so in favour of the Client.
- 12 The applicable rights apply from the start of the Services or if later, the date upon which the Consultant acquires its rights in or to the relevant Consultant's Documents.

Design features

- 13 The Client may reproduce [all or any] design features of the Project
- 14 for any individual project, type of project, identified in Schedule A.

Payment

- 15 Only payments entered in Schedule A [if any] are due by the Client to the Consultant for rights under this clause.

Confidentiality

- 16 Each party agrees to treat the other's documents as confidential [and so far as practicable cause their employees, agents, to do so]
- 17 except for disclosure required for the Services, or the Client's permitted use elsewhere [or by law].
- 18 A party shall not cause or facilitate any publicity in the press or other media about the Services, Project, without the other's consent if so Scheduled.

- 19 In any case each party shall take all practicable action to ensure accuracy and balance in the publicity.

Security, access

- 20 The Client shall give the Consultant access to the documents identified in 7 above that it needs for performing the Services.
- 21 While they are in the Consultant's control it shall secure the documents against loss, damage, unauthorized access;
- 22 on request, give the Client, its nominees, access to them,
- 23 copies at cost.
- 24 At the end of the Services the Consultant shall give the documents to the Client, store, destroy, them, as instructed by the Client [subject to any legal duties of preservation].
- 25 The Consultant has no lien on documents for payment due to it from the Client.
- 26 The Consultant shall indemnify the Client in respect of any loss, damage or liability whatsoever arising from any infringement of any third party's intellectual property rights due to use by the Client in good faith of information, documents, obtained from the Consultant.

Data Protection

- 27 Personal Data shall have the meaning set out in the General Data Protection Regulation in respect of any such personal data processed on behalf of the Client.
- 28 Data Protection Law is all applicable data protection Law, including the General Data Protection Regulation (Regulation (EU) 2016/679).
- 29 The Consultant agrees that:
- 30 the Consultant shall process Personal Data only in accordance with the Contract and Data Protection Law;
- 31 the Consultant shall ensure persons authorised by the Consultant to process Personal Data are subject to confidentiality obligations as provided under Data Protection Law;
- 32 the Consultant must take appropriate technical and organisational security measures as are required to comply with Data Protection Law;
- 33 the Consultant may engage sub-processors to perform processing on its behalf, provided it gives prior written notice and informs the Client of any changes concerning the status of such sub-processors and allows the Client reasonable opportunity to object to such changes;
- 34 the Consultant shall delete or return all Personal Data as directed by the Client's Representative and not later than when the Consultant completes its contractual duties relating to such data processing;
- 35 the Consultant shall: (i) make available to the Client all information necessary to demonstrate compliance with this Clause; and (ii) allow for and assist with audits, including inspections, conducted by or on behalf of the Client, in order to ensure such compliance, provided however that the Client shall be entitled, at its discretion, to accept adherence by the Consultant to an approved code of conduct or an approved certification mechanism to aid demonstration by the Consultant that it is compliant;
- 36 the Consultant shall inform the Client's Representative immediately if, in its opinion, it receives an instruction which infringes Data Protection Law;
- 37 the Consultant shall notify the Client's Representative within 24 hours of becoming aware of any act or omission [including breach of security] leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise processed and shall provide co-operation and assistance to the Client as is required to mitigate the effects of, and comply with applicable reporting obligations in respect of, such act or omission; and
- 38 no Personal Data shall be transferred outside the European Economic Area by the Consultant or any of its agents or sub-processors without the prior written consent of the Client, and the Consultant shall comply with Data Protection Law in respect of Personal Data transfers outside the European Economic Area which the Client has consented to.

14. TERMINATION

Party for cause

- 1 A party may terminate the Contract for a substantial breach by the other party of any of its obligations under the Contract.

Client for insolvency etc

- 2 The Client may by notice terminate the Contract for –
3 the Consultant's arrangement, composition, for the benefit of creditors;
4 act of bankruptcy, actual bankruptcy;
5 resolution passed for voluntary winding-up of the Consultant, except to amalgamate or reconstruct;
6 order for winding up the Consultant;
7 appointment of a liquidator, examiner, receiver, administrative receiver, manager, trustee in respect of any substantial part of the Consultant's business, undertaking or assets;
8 any such appointment, possession taken, under a floating charge;
9 a Scheduled termination event.

Client at will

- 10 The Client may terminate the Contract at any time [during any Stage, or between Stages, even if the Project is continuing, if it chooses].

Notice

- 11 To terminate for cause [under 1] a party must first notify the other that it is contemplating termination, for what breach, and what if any remedial result by the other will prevent termination;
12 followed [in the absence of proof of that result from the other] by termination notified at least 14 and at most 28 days after the notice.
13 The other terminations take effect on a date notified by the terminating party
14 that for Client's termination at will is at least 14 and at most 28 days after the notice
15 that for Client's termination under 2-9 is at least 1 and at most 48 days after the notice.

Effects of termination

- 16 On any termination, the Consultant shall stop performing the Services except for
17 any Services required in the notification;
18 any emergency Services necessary.
19 The Consultant shall hand over its documents to the Client as soon as practicable.
20 The Consultant agrees now that on any termination,
21 except Client's termination at will,
22 the benefit of any sub-consultancy, engagement of site staff, relating to the Services shall stand assigned to the Client or its nominee,
23 with effect from the date of any claim to the assignment from the Client to the Consultant.
24 Both parties remain liable for breaches before termination [subject to Clause 5 on Client's prolongation].

Compensation

- 25 On termination for cause, Consultant's insolvency,
26 the terminating party is entitled to damages as if the termination was for the other's repudiation of the Contract.
27 On any termination by either party the Consultant is entitled to fees and expenses for Services performed before the termination,
28 with a reasonable apportionment for any incomplete, unsatisfactory, performance.
29 Neither party is entitled to any further payment, damages, for any termination
30 except any Scheduled payment to the Consultant where the Client terminates at will although the Project is continuing.

Termination of PSDP Services

- 31 In addition, the Client may terminate the Consultant's role as PSDP [if included in the Services]
32 without terminating the Contract for its other Services,
33 for a substantial breach by the Consultant of any of its obligations as PSDP,
34 or at the Client's choice.
- 35 Elements 10 to 29 [inclusive] apply to this termination of PSDP Services with all necessary adjustments [30 does not apply].
- 36 On termination of only the PSDP role for breach [31 -33] the Client may make a reasonable assessment of the reduction in the fees because of the reduction in the Consultant's Services.

15.LAW

- 1 The parties shall comply with Irish law, which governs this Contract.

16.DISPUTES

- 1 Subject to any conciliation, adjudication under the Construction Contracts Act, 2013 or other initial method agreed by the parties in the Schedule or after Contract for resolving a dispute or issue in a dispute,
2 all disputes, whatever, whenever, between the parties in connection with the Contract, Services, shall be finally decided by arbitration.
- 3 The arbitrator, conciliator, adjudicator, other under 1, shall be agreed by the parties,
4 or in default of agreement nominated at the request of either by the Scheduled Nominator.
- 5 Any Scheduled Rules shall apply.
- 6 If a dispute between the Parties is referred to adjudication any dispute resolution method, other than arbitration, relating to that dispute immediately adjourns. In the event that no decision is reached by the adjudicator, the parties may continue to resolve the dispute under the adjourned dispute resolution method, from the date the dispute was referred to adjudication.
- 7 In the event that a decision is reached by the adjudicator any dispute resolution method, other than arbitration, relating to that dispute shall be terminated.

EXECUTED by the parties on

[Date of execution]

SIGNED on behalf of the Client by

in the presence of

SIGNED by the Consultant

in the presence of

OR

SIGNED and DELIVERED as a DEED by the Consultant

in the presence of

--

OR

PRESENT when the **COMMON**
SEAL of the Consultant was affixed
hereto

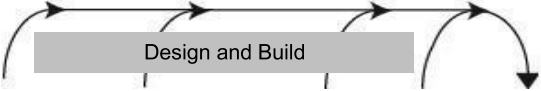
6.0 – CAPITAL WORKS MANAGEMENT FRAMEWORK – MAIN PROJECT PROCESS

Capital Works Management Framework

Main Project Processes

Project Stages			
Appraisal			
Approval in Principle			
Stage 1 Planning Initial	Stage (i) Feasibility Study / Preliminary Report		
Stage 2 Planning Developed	Stage (ii) Design		
		Standard Conditions of Engagement	
Stage 3 Implementation	Stages (iv) Construction & (v) Handover		
Stage 4 Review			

Project Management	Design Activities (Building)	Design Activities (Civil Eng.)	Cost Control Activities	Risk and Value Management	Documents for Approval
Manage outputs: Project Definition (through 16 N° overall parameters)	Conduct Feasibility Studies Develop <i>Definitive Project Brief</i>	Conduct Preliminary Report Conduct design studies Develop <i>Definitive Project Brief</i>	Conduct cost assessment of Feasibility Studies / Preliminary Report (capital and maintenance costs)	VM: Confirm strategic functional performance Review Feasibility Studies / Preliminary Report options Identify VM strategies Develop functional performance model	<i>Project Management Structure</i> <i>Preliminary Project Brief</i> <i>Preliminary Output Specification</i> <i>Feasibility Study and Cost Plan</i> <i>Design Brief</i>
Manage technical experts' appointment (if required)	Appoint technical experts (if required) Appoint PSDP (if required)	Appoint technical experts (if required) Appoint PSDP (if required)		RM: Identify and assess risk relating to the <i>Project Execution Plan</i> Develop high-level <i>Risk Management Plan</i>	<i>Final Output Specification</i> <i>Definitive Project Brief</i> <i>Project Execution Plan</i> <i>Risk Management Plan</i>
Project Review 1: Confirm approval for design expenditure (Report to Sanctioning Authority and await approval prior to proceeding)					
Manage procurement strategy Manage design consultant appointment Manage assessment of output requirements	Appoint Design Team / Design Team Leader Assess output requirements	Appoint Design Team / Lead Consultant Develop design standards Assess output requirements	Check / assess budget	VM: Consider VM in relation to procurement strategy RM: Identify risk in relation to procurement Agree risk allocation	<i>Definitive Procurement Strategy</i> <i>Contract Type Proposal</i> <i>Project Team Selection Report</i>
Project Review 2: Confirm requirements; review procurement strategy (C certify compliance to Sanctioning Authority, and proceed after agreed period provided no queries / hold from Sanctioning Authority)					
Manage Outline Design process	Develop Outline Sketch Scheme Appoint PSDP (if not appointed earlier)	Develop Preliminary Planning Appoint PSDP (if not appointed earlier)	Develop Outline Cost Plan	VM: Consider VM in relation to Outline Sketch Scheme / Preliminary Planning RM: Consider RM in relation to Outline Sketch Scheme Outline Cost Plan	<i>Outline Sketch Scheme (Building)</i> <i>Preliminary Planning drawings (C, Eng.)</i> <i>Outline Cost Plan</i>
Project Review 3: Assess project design and Outline Cost Plan (Certify compliance to Sanctioning Authority, and proceed after agreed period provided no queries / hold from Sanctioning Authority)					
Manage Developed Design process Manage procurement process	Develop Developed Sketch Scheme Prepare submission for statutory approval	Continue Preliminary Planning Prepare submission for statutory approval	Develop Developed Cost Plan Develop <i>Whole Life Cost Appraisal</i>	VM: Carry out value engineering Assess buildability of the design Consider VM in relation to Detailed Sketch Scheme RM: Identify residual risks Consider RM in relation to Detailed Sketch Scheme Suitability assessment of contractors	<i>Developed Sketch Scheme</i> <i>Developed Cost Plan</i> <i>Statutory Approval Submission</i>
Project Review 4: Assess project prior to statutory approval (Report to Sanctioning Authority and await approval prior to proceeding)					
Manage statutory submission process	Submit for statutory approval Review statutory approval outcome	Submit for statutory approval Review statutory approval outcome	Review Developed Cost Plan	VM: Review any planning conditions for value management impact RM: Review any planning conditions for risk impact	<i>Developed Cost Plan (reviewed)</i>
Project Review 5: Assess outcome from statutory approval (Certify compliance to Sanctioning Authority, and proceed after agreed period provided no queries / hold from Sanctioning Authority)					
Manage the Detailed Design Process	Develop Detailed Design (not design-and-build) Prepare tender documents	Develop Detailed Planning (Design) (not design-and-build) Prepare tender documents	Conduct Detailed and Pre-Tender Cost Checks and Whole Life Cost Update in advance of preparing tender documents	VM: Review suitability assessment of contractors for VM potential RM: Review suitability assessment of contractors for risk impact	<i>Tender Documentation</i> <i>Detailed Pre-tender Cost Check</i> <i>Whole Life Cost Update</i> <i>Contractor List Selection</i>
Project Review 6: Approve detailed design solution; review pre-tender cost check; review risk (Report to Sanctioning Authority and await approval prior to proceeding)					
Manage the Tender Process	Issue tender documents Assess tender returns Recommend successful tenderer	Issue tender documents Assess tender returns Recommend successful tenderer	Develop Tender Cost Analysis Develop Tender Report	VM: Assess tender returns for VM potential RM: Assess tender returns for risk impact	<i>Tender Assessment Criteria</i> <i>Tender Analysis And Report</i> <i>Contractor Recommendation</i>
Project Review 7: Review tender returns in advance of awarding the contract (Report to Sanctioning Authority and await approval prior to proceeding)					
Manage the implementation / construction process Manage change control Manage contract	Develop Detailed Design (Design and Build) Implement design	Develop Detailed Planning (Design and Build) Implement design	Manage change control for costs Prepare final account	VM: Carry out value engineering (for design and build projects only) RM: Manage residual risk Manage construction risk	Various contract management reports
Manage the Project Review	Conduct design review	Conduct design review	Develop Analysis of Outturn Cost	VM: Evaluate value achieved RM: Evaluate the risk management and risk mitigation process Consider operational risk reviews	<i>Project Outturn Review</i>



7.0 - MODEL FORMS

Form 4

Appointment of Designer

Section A

Name of Project : _____

Location of Project: _____

Directorate/Function: _____

Department: _____

Section: _____

In accordance with the Safety, Health and Welfare at Work (Construction) Regulations, S.I. No. 291 of 2013

_____ is hereby
appointed as Designer of the above project upon completion of Section B of this form.

Signed: _____
On behalf of Cork County Council

Date: _____

Section B

Name of the Consultant:

I declare that I am competent to carry out and perform the duties of Designer on the above Project as detailed in the Safety, Health and Welfare at Work (Construction) Regulations, S.I. No. 291 of 2013

I hereby declare my acceptance of appointment as Designer on the above Project.

Signed: _____
Designer

Date: _____

Witnessed: _____
On behalf of Cork County Council

Date: _____

Form 6

Appointment of Project Supervisor Design Process.

Section A

Name of Project : _____

Location of Project: _____

Directorate/Function: _____

Department: _____

Section: _____

In accordance with the Safety, Health and Welfare at Work (Construction) Regulations, S.I. No. 291 of 2013

_____ is hereby appointed as Project Supervisor for the Design Process of the above project upon completion of Section B of this form.

Signed: _____
On behalf of Cork County Council

Date: _____

Section B

Name of the Consultant:

I/We declare that I/We am/are competent to carry out and perform the duties of Project Supervisor Design Process (PSDP) on the above Project as detailed in the Safety, Health and Welfare at Work (Construction) Regulations, S.I. No. 291 of 2013

I/We declare my/our acceptance of appointment as Project Supervisor Design Process on the above Project.

Signed: _____
Project Supervisor Design Process

Date: _____

Witnessed: _____
On behalf of Cork County Council

Date: _____

Professional Indemnity Insurance Certificate

1. Particulars

Regarding:

*Name of
Consultant*

--

From:

*Name of Broker/
Underwriter*

--

*Address of Broker/
Underwriter*

--

2. Policy Details

A Dhaoine Uaisle

We are the insurance brokers/underwriter in relation to the Consultant's professional indemnity insurance. We confirm that the details of the Consultant's professional indemnity insurance set out below are true and accurate in all respects.

Name of Insurance Company			
Address of Insurance Company			
Policy No.(s)			
Retroactive Date(s)			
Period of insurance	From:	To:	
Renewal Date(s)			
Occupation as stated in the policy(ies)			
Limit of Indemnity	Each and Every Claim	€	
	Annual Aggregate	€	
Is the uninsured excess per claim at (or below) 2.0% of Consultant's turnover?			Yes
Territorial Limits include Republic of Ireland			Yes

Professional Indemnity Insurance Certificate

Jurisdiction includes Republic of Ireland	Yes
---	-----

Is mise, le meas

Signed

Print Name

On behalf of the Insurer or Insurance Broker

Letter of Acceptance

To: [Name and address of Tenderer]

Regarding: [Name of Project]

Date:

A Dhaoine Uaisle

I refer to your tender for the provisions of consultancy services for the above project dated (the **Tender date**). Terms used in this letter that are defined in the Standard Conditions of Engagement for Consultancy Services (Technical) herein referred to as the 'Standard Conditions' have the same meaning in this letter.

On the basis that the contract formed by acceptance of your Tender will consist of the documents set out below (Note: amend list as appropriate and delete this note before issue), I accept your Tender:

- This Letter of Acceptance
 - The Agreement
 - The Standard Conditions of Engagement
 - The Tender and Schedule Parts A and B appended¹ to this Letter of Acceptance
 - Professional Indemnity Insurance Certificate fully completed (MF 2.1).
 - Project Brief
 - Any content of other documents identified in
 - Pricing Schedule
 - Service Requirements,
 - Declarations and other tender information²
-
- The following Sub-Consultants Warranty Agreements.

1. Insert Name of Sub-Consultant

¹ Ensure that Schedules are appended to the letter.

² For use in an open procedure.

2. *Insert Name of Sub-Consultant*
3. *Insert Name of Sub-Consultant*
4. *Insert Name of Sub-Consultant*
5. *Insert Name of Sub-Consultant*

■ The following post-tender clarifications:

1. *Insert Details*
2. *Insert Details*
3. *Insert Details*
4. *Insert Details*

This is the Letter of Acceptance referred to in **Schedule A Clause 1.7** of the Standard Conditions.

The Contract Sum is euro [including VAT at standard and zero rates]

Please return to me a copy of this letter acknowledging receipt as indicated below.

Schedule B of the Contract, attached to this letter, specifies whether the duties of Project Supervisor (as defined in the Safety, Health and Welfare at Work (Construction) Regulations 2013 (as amended) (the “**Regulations**”)) are included in the Services. The returned copy of this letter acknowledging receipt is deemed to be written acceptance of those appointments (where applicable) in accordance with Regulation 6 (1) of the Regulations.

Is mise, le meas

Signed _____

On behalf of [*Name of Employer*], duly authorised to accept the Tender

ACKNOWLEDGEMENT

We acknowledge receipt of this letter on _____ (date).

Signed _____

On behalf of [*Name of Consultant*]

COLLATERAL WARRANTY FOR SUB-CONSULTANTS

Dated 20

[Insert name of Sub-Consultant]

and

[Insert name of Client]

COLLATERAL WARRANTY

THIS AGREEMENT is made on the day of 20

BETWEEN:-

- 1 [Insert name of Sub-Consultant] having its principal office at [Insert Address] (the “**Sub-Consultant**”)
- 2 [Name of client to be inserted] (the “**Client**”)

WHEREAS:-

- (A) In this Agreement:
 - (a) the “**Appointment**” means the sub-consultancy agreement dated [•] made between [Insert name of Consultant] (the “**Consultant**”) and the Sub-Consultant in connection with [•] (the “**Project**”); and
 - (b) the “**Main Appointment**” means the agreement dated [•] made between the Client and the Consultant.
- (B) By the Appointment the Consultant has appointed the Sub-Consultant to provide certain professional services (the “**Services**”).

NOW IT IS HEREBY AGREED, in consideration of the payment of €5 (five Euro) from the Client to the Sub-Consultant, receipt and sufficiency of which is hereby acknowledged, as follows: -

Interpretation

- 1 Headings appearing in this Agreement in italics are for reference purposes only and shall not affect the construction or interpretation of this Agreement.

Warranty

- 2 The Sub-Consultant hereby:
 - 2.1 warrants to and undertakes with the Client that it has exercised and will continue to exercise all reasonable skill, care and diligence in the performance of its obligations and duties pursuant to the Appointment and has not broken and shall not break any express or implied term of the Appointment; and
 - 2.2 binds itself to the Client in all respects as if the Client had appointed the Sub-Consultant to act prior to the commencement of any work by the Sub-Consultant to the extent that the Client shall be entitled to enforce all remedies against the Sub-Consultant by virtue of any breach by the Sub-Consultant of its obligations pursuant to the Appointment.

Insurance

- 3 The Sub-Consultant warrants to and undertakes with the Client that the Sub-Consultant shall take out and maintain:
 - 3.1 professional indemnity insurance covering the Sub-Consultant’s obligations under this Agreement until a date that is no earlier than 6 years after completion of the Services with a limit of indemnity of not less than € [•]

(a) for each and every claim or series of claims ("**Each and Every Insurance**"); or

(b) in the annual aggregate ("**Annual Aggregate Insurance**"),

subject to reasonable adjustment of cover for any exceptional increases in insurance market rates) arising out of the same originating cause with a maximum excess of 2% of gross fee turnover, or €5,000 whichever is greater or such other amount as is acceptable to the Client;

3.2 (to the extent not covered by any insurance policy taken out in respect of the Project), public liability insurance for bodily injury to, disease or death of any person (other than an employee of the Sub-Consultant) or loss of or damage to property resulting from a negligent act or omission of the Sub-Consultant with a limit of indemnity of not less than € [•] for each and every claim or series of claims arising from the same occurrence [•] with a maximum excess of € [•] until completion of the Services or earlier termination of the Appointment;

3.3 employer's liability insurance for bodily injury to, disease or death of employees of the Sub-Consultant arising out of or in the course of its employment in connection with the Appointment with a limit of indemnity of not less than €13,000,000 for each and every claim or series of claims arising from the same occurrence with a maximum excess of € [•] until completion of the Services or earlier termination of the Appointment;

4 The insurance required under Clause 3 shall be written by reputable and well-established insurers approved by the Client (whose approval shall not be unreasonably withheld or delayed).

5 On or before the renewal date and in any event as and when reasonably requested by the Client, the Sub-Consultant shall produce for inspection documentary evidence that the insurance required by Clause 3 has been taken out and is being maintained as so required.

6 If the Sub-Consultant shall at any time fail to take out or maintain the insurance required under Clause 3, the Client may take out and maintain such insurance in the Sub-Consultant's name, and the Sub-Consultant shall pay to the Client the amount of all costs and expenses properly incurred by the Client in so doing. The Sub-Consultant shall notify the Client immediately on becoming aware of the cancellation or non-renewal or material reduction in the scope of cover provided by the insurances as set out above in Clause 3.

7 Any public liability insurance policy shall include an indemnity to principals clause specifically indemnifying the Client. The policy shall not include terms or conditions to the effect that the Sub-Consultant must discharge any liability before being able to recover from the insurers.

8 The Sub-Consultant shall be liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance referred to above in the event of a claim under any of the policies.

9 The Sub-Consultant agrees that, if at the date of this Agreement, it has in place Annual Aggregate Insurance at the level stated in the sub-clause 3.1:

9.1 it shall monitor the EU and UK market at no longer than yearly intervals to establish whether (i) the Each and Every Insurance, or (ii) better cover than the cover in place at the later of the date of this Agreement or the latest relevant annual renewal, can be obtained at the Increased Premium Rates; and

9.2 if the Each and Every Insurance:

- (i) becomes available to at the Increased Premium Rates; or
- (ii) is not available (or not available at the Increased Premium Rates) but better cover than the cover in place at the later of the date of this Agreement or the latest relevant annual renewal becomes available to the Sub-Consultant at the Increased Premium Rates,

the Sub-Consultant shall immediately effect such available cover (subject to having obtained the Client's prior written approval, such approval not to be unreasonably withheld or delayed) and notify the Client in writing within seven days that the Sub-Consultant has so effected the cover.

For the purposes of this Agreement, the “**Increased Premium Rates**” means premium rates that do not exceed 125% of the premium rates payable by the Sub-Consultant for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Each and Every Insurance or better cover than the cover in place at the later of the date of this Agreement or the latest relevant annual renewal (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against the Sub-Consultant.

Copyright

- 10 The intellectual property rights in all designs, drawings, reports, specifications, bills of quantities, consents, papers and other similar documents produced by the Sub-Consultant in connection with any Services (the “**Documents**”) shall, other than where same have been assigned to the Client under clause 13₁₁ of the Main Appointment, remain vested in the Sub-Consultant but the Client shall have a perpetual non-exclusive irrevocable and assignable royalty free licence to reproduce, copy and use the Documents for all purposes connected with the Services and to services related to any individual project or type of project identified in Schedule A of the Main Appointment. .
- 11 The Client shall be entitled (at its own cost) to full and proper copies of the Documents in the possession or control of the Sub-Consultant and the Sub-Consultant will not claim copyright or a lien in respect of them against the Client.
- 12 The licence granted to the Client under this Agreement shall include a right for the Client to grant sub-licences.
- 13 The Sub-Consultant hereby undertakes and warrants to the Client that it has not and will not specify for use materials or substances which are not in accordance with current European standards or codes of practice insofar as they may be applicable or any materials or substances known to be deleterious to health or safety or the durability or suitability of any such project in the particular circumstances in which the same is used.

Assignment

- 14 The Client may assign the benefit of this Agreement on three occasions without the consent of the Sub-Consultant. Thereafter, any further assignment shall require the consent of the Sub-Consultant with such consent not to be unreasonably withheld or delayed.

Notices

- 15 Any notice provided for in accordance with this Agreement shall be in writing and delivered by hand or sent by registered post to the party named therein at the address of such party shown in this Agreement or such other address as such party may by notice in writing nominate for the purpose of service and if sent by registered post or delivered by hand shall be deemed to have been received when delivered.

Step-In

- 16 The Sub-Consultant agrees that:
- (a) it will not, without first giving the Client written notice (a **“Discontinuance Notice”**) exercise any right of termination under the Appointment, or treat the same as having been repudiated, or discontinue or suspend the performance of any duties to be performed by the Sub-Consultant pursuant thereto;
 - (b) the Discontinuance Notice must be accompanied by all of the information referred to in Clause 18 below (the **“Particulars”**); and
 - (c) its rights of termination (and the like) will cease if, within 28 days from receipt of the Discontinuance Notice and all Particulars, the Client gives notice to the Sub-Consultant under Clause 17 below.
- 17 The Sub-Consultant agrees that, if the Client gives notice requiring the Sub-Consultant to accept the Client’s instruction to the exclusion of the Consultant, the Sub-Consultant will, subject to Clause 18 below, deal with and accept instructions solely from the Client in substitution for the Consultant as if the Client had appointed the Sub-Consultant originally on the terms of the Appointment.
- 18 If the Client gives notice under Clause 17 above, the Client shall be liable for payment of amounts payable to the Sub-Consultant under the Appointment save that the Client shall have no liability to the Sub-Contractor:
- (a) for payment of:
 - (i) any amount in excess of the unpaid balance of the fee under the Appointment,
 - (ii) amounts due for works done or services provided by the Sub-Consultant for which the Client has already paid the Consultant,
 - (b) for any:
 - (i) claims by, losses of, damages incurred by, or indemnities in favour of the Sub-Consultant; or
 - (ii) any other liability or potential liability of the Consultant to the Sub-Consultant, arising from or connected to circumstances arising before the Client had provided notice under Clause 17 above.
- 19 The Sub-Consultant and the Consultant shall, if so required by the Client at any time, give the Client a copy of the Appointment, particulars of the amounts paid to the Sub-Consultant under the Appointment, particulars of amount of the fee under the Appointment due and unpaid to the Sub-Consultant, particulars of amount of the fee under the Appointment remaining to be paid to the Sub-Consultant under the Appointment but not yet due, and any information requested by the Client that is relevant to these amounts.

- 20 If the Consultant's obligation to complete the Services is terminated under the Main Appointment, and the Client so requires, the Sub-Consultant shall enter into an appointment with the Client or a replacement consultant for the Sub-Consultant to complete its obligations under the Appointment, under the same terms as the Appointment with all necessary changes whereunder the Client shall have no liability to make any payment of:
- (a) any amount in excess of the amount of the unpaid balance of the fee under the Appointment; nor
- (b) amounts due for the Services undertaken by the Sub-Consultant for which the Client has already paid the Consultant.
- 21 The Client releases the Sub-Consultant from any obligation to inquire about whether the Client's rights under Clause 16 – 20 have become exercisable, and from any liability to the Consultant for complying with Clause 16 – 20.

Governing Law and Disputes

- 22 This Agreement shall be governed by, and construed in accordance with, the laws of Ireland and the parties, subject to Clause 24, irrevocably submit to the jurisdiction of the Irish Courts.
- 23 If any dispute, difference or question (a "dispute") shall at any time hereafter arise between the parties to this Agreement or their respective assigns in respect of the construction, interpretation or effect of this Agreement, then a party shall deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within seven (7) days after the delivery of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. If the dispute has not been resolved within 21 days of the delivery of the notice of dispute, or such other time as may be mutually agreed by the chief executives of the parties prior to the expiry of 21 days of the delivery of the notice of the dispute, the procedure in Clause 24 shall apply.
- 24 Should the procedure referred to in Clause 23 above fail to resolve the dispute or difference, such dispute or difference shall be finally decided by arbitration in accordance with the Scheduled Rules. The arbitrator shall be agreed by the parties, or in default of agreement, nominated at the request of either party by the Scheduled Nominator

For the purposes of this Clause "Scheduled Rules" and "Scheduled Nominator" shall have the meaning ascribed to such terms in the Main Appointment. .

Liability

- 25 The Sub-Consultant's liability to the Client as ascertained in any year commencing on 1 January arising out of or under this Agreement is limited to the amount of, and subject to the exceptions in Clause 26 to, the Liability Cap (as defined below).

The Liability Cap is:

€ / (euro)

- 26 The Liability Cap shall not apply to any claim, loss, damage, cost, expense, or liability relating to:
- a) death, personal injury or illness;
- b) fraud or fraudulent misrepresentation;

- c) wilful default;
- d) gross negligence;
- e) third party property;
- f) any infringement upon a third party's intellectual property rights; or
- g) any liability which the Sub-Consultant cannot lawfully exclude or limit.

IN WITNESS WHEREOF the parties have executed this Agreement the day and date first above written.

Signed on behalf of

Name of Client

--

Signature of authorised person

--

In the presence of

Name of witness

--

Signature of witness

--

Where the Sub-Consultant is an Irish registered company

Given under the common seal of the SUB-CONSULTANT

*Affix the Sub-Consultants
common seal*

--

*Signature of
Director/Secretary/Authorised
Person*

--

*Signature of
Director/Secretary/Authorised
Person*

--

HEALTH AND SAFETY COMPLIANCE DECLARATION by All General Service Providers

[All sections to be completed in BLOCK CAPITALS]

In relation to	Service Provider Entry: State Project Description [Project Title]
We	Service Provider Entry [Name of Service Providers Company]
Appointed to act as	Service Provider Entry [Professional service to be provided]

on the above project hereby declare the following:

1. We (the above stated company) are members of, or eligible to be a member of the

ACEI Service Provider Entry: where Other is selected provide details here [Recognised professional body for required role, i.e. ACEI / EI / RIAI / SCSi / (Other)]
--

being the relevant professional institution for the above stated role.

2. Health and Safety management of the project within the practice is the responsibility of:

Service Provider Entry [Name of person responsible]

3. We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 (as amended) [the Act] and the *Safety Health & Welfare at Work (Construction) Regulations 2006 (as amended)* [the Regulations].

In particular we are aware of the general principles of prevention as enumerated below, and, where the professional service required is work related to the design of a project, will take those principles into account when carrying out design work associated with the project and undertake to liaise with, communicate and cooperate with the PSDP in his/her role.

GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO DESIGNER

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

- i) The avoidance of risks
- ii) The evaluation of unavoidable risks
- iii) The combating of risks at source
- iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
- v) The adaptation of the workplace to technical progress
- vi) The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work.
- vii) The giving to collective protective measures priority over individual protective measure
- viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
- ix) The provision of appropriate training and instruction to employees.

4. We are aware of the obligations of all Designers under Section 17 (2) of the Act to ensure so far as is reasonably practicable that the project:
- (a) *is designed and is capable of being constructed to be safe and without risk to health,*
 - (b) *can be maintained safely and without risk to health during use, and*
 - (c) *complies in all respects, as appropriate, with the relevant statutory provisions.*
5. In relation to enforcement actions, legal proceedings, accidents, fatalities or incidents associated with the discharge of our duties as Designers over the last three years.
- [Please select the appropriate option from the drop down box below]

There have been none

6. We confirm that in our opinion our organisation is competent and adequately resourced to fulfil its obligations under the Act and will allocate adequate resources to provide the service to which we are appointed.

SERVICE PROVIDER SIGNATURE:		DATE:	
SERVICE PROVIDER NAME:	Service Provider Entry [block letters]		
TITLE:	Service Provider Entry [block letters]		

HEALTH AND SAFETY COMPLIANCE DECLARATION by PSDP

[All sections to be completed in BLOCK CAPITALS]

In relation to	Service Provider Entry: State Project Description [Project Title]
We	Service Provider Entry [Name of Service Providers Company]
Proposing to act as	Service Provider as PSDP

on the above project hereby declare the following:

1. We (the above stated company) are members of, or eligible to be a member of the

ACEI Service Provider Entry: where Other is selected please provide details here [Recognised professional body for required role, i.e. RIAI / ACEI / SCS / IEI / NISO or OSH / (Other)]

being the relevant professional institution for the above stated role.

2. Health and Safety management of the project within the practice is the responsibility of:

Service Provider Entry [Name of person responsible]

3. We confirm that each member of staff is aware of his/her responsibilities under the Safety, Health and Welfare at Work Act 2005 (as amended) [the Act] and the *Safety Health & Welfare at Work (Construction) Regulations 2013 (as amended) [the Regulations]*.

In particular we are aware of the general principles of prevention as enumerated below, and we will take into account and communicate to all designers those principles when coordinating designers associated with the project and undertake to liaise with, communicate and facilitate cooperation amongst the other duty holders under those Regulations specifically Regulations 11-14 of the *Regulations*.

GENERAL PRINCIPLES OF PREVENTION APPLICABLE TO PSDP

The purpose of the General Principles of Prevention is to provide a framework within which design and detailing issues can be assessed.

- i) The avoidance of risks
- ii) The evaluation of unavoidable risks
- iii) The combating of risks at source
- iv) The adaptation of work to the individual, especially as regards the design of places of work, the choice of work equipment and systems of work, with a view to alleviating monotonous work and work at a predetermined rate and to reduce their effect on health
- v) The adaptation of the workplace to technical progress
- vi) The replacement of dangerous articles, substances or systems of work by non-dangerous articles, substances or systems of work.
- vii) The giving to collective protective measures priority over individual protective measure
- viii) The development of an adequate prevention policy in relation to safety, health and welfare at work, which takes account of technology, organisation of work, working conditions, social factors and the influence of factors related to the working environment.
- ix) The provision of appropriate training and instruction to employees.

4. We are aware of the duties of the duties of the PSDP and will communicate to those designers appointed on the project their duties under Section 17 (2) of the Act.
5. In relation to enforcement actions, legal proceedings, accidents, fatalities or incidents associated with the discharge of our duties as PSDP over the last three years.

[Please select the appropriate option from the drop down box below]

There have been none

6. We confirm that in our opinion our organisation is competent and adequately resourced to fulfil its obligations under the Act and will allocate adequate resources to fulfil the role of PSDP as stated above.

SERVICE PROVIDER AS PSDP SIGNATURE:		DATE:	
SERVICE PROVIDER AS PSDP NAME:	Service Provider Entry [block letters]		
TITLE:	Service Provider Entry [block letters]		

DECLARATION RE ARTICLE 57 OF DIRECTIVE 2014/24/EU¹

**Applicant Entry: DECLARATION ON OATH/SOLEMN DECLARATION [delete as appropriate]
in relation to the grounds specified in Article 57 of Directive 2014/24/EU (and Regulation 57 of
SI 284 of 2016)**

Name of Applicant	Applicant Entry
-------------------	-----------------

1. I hereby declare that the above named Applicant (or any member of an administrative, management or supervisory body of the Applicant or person who has powers of representation, decision or control therein), has not been the subject of a conviction by final judgment for one or more of the following reasons (save to the extent set out below in part 4 of this declaration):
- (a) participation in a criminal organisation, as defined² in Article 2 of Council Framework Decision 2008/841/JHA;
 - (b) corruption, within the meaning of (i) the Convention drawn up under the Council Act of 26 May 1997 on the basis of Article K.3 (2)(c) of the Treaty on the European Union, (ii) Article 2(1) of Council Framework Decision 2003/568/JHA, or (iii) the law of the member state in which the Applicant is established;
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities drawn up under Council Act of 26 July 1995;
 - (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - (e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
 - (f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

CA Note: When preparing this Declaration, ensure the same discretionary grounds are selected below that were selected originally to apply in the Competition. If a ground does not apply, delete the text in the form field and insert "NOT USED"

2. I hereby declare that, save to the extent set out below in part 4 of this declaration:
- (a) the Applicant has not violated applicable obligations in the fields of environmental, social and labour law within the meaning of Regulation 18(4) of SI 284 of 2016
 - (b) the Applicant is not bankrupt, or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended and it is not in any analogous situation arising from a similar procedure under national laws;
 - (c) the Applicant is not guilty of grave professional misconduct, which renders its integrity questionable;

¹ Separate declarations must be provided by (as applicable): the Applicant, each member of the Applicant (where the Applicants a Joint Venture or Consortium), and each entity relied upon by the Applicant (or any member of the Applicant) (including any Specialist Skill Providers) for the purposes of meeting any Applicable Selection Criteria in the relevant Suitability Assessment Questionnaire (QC1 or QC2 as appropriate). Where the Applicant is a Partnership, one partner may make the declaration on behalf of the Partnership provided that the partner is duly authorised to do so.

- (d) the Applicant has not entered into agreements with other providers aimed at distorting competition;
- (e) there is no conflict of interest within the meaning of Regulation 24 of SI 284 of 2016;
- (f) there is no distortion of competition from the prior involvement of the Entity in the preparation of the procurement procedure;
- (g) the Applicant has not 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;
- (h) the Applicant has not been 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, has not withheld such information and is able to submit the supporting documents required pursuant to Regulation 59 of SI 284 of 2016;
- (i) the Applicant has not undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon it undue advantages in the procurement procedure, nor has it negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

3. I hereby declare that the Applicant, save to the extent set out below in part 4 of this declaration,
 - (a) has fulfilled its obligations relating to the payment of social security contributions; and
 - (b) has fulfilled its obligations relating to the payment of taxes.
4. To the extent that any of the circumstances described in Parts 1, 2 or 3 of this declaration apply to the Applicant (or, in respect of the circumstances set out in Part 1 of this declaration, to any director or secretary, or any member of an administrative, management or supervisory body of the Applicant or person who has powers of representation, decision or control therein), I hereby set out full details of same in this Part 4:

Applicant Entry

This declaration has been made to the best of my knowledge and belief for and on behalf of: Name of Applicant.

Signature/seal:	[Signature must be that of a Director/Principal and with date in hardcopy]	Date:	
Name	Text Entry [block capitals]		
Position/Capacity	Applicant Entry [block letters]		

Witnessed in the presence of: a Commissioner of Oaths: OR a Judicial Authority/ Administrative/ Notary/ Competent Profession or Trade Body in country of origin of the Entity or in the country whence that the Entity comes [delete as appropriate]

Signed :	[Commissioner of Oaths]	Date:	
Name :	Text Entry [block capitals]		

[On letter-headed paper of Applicant]

Letter of Confirmation that Declaration on Oath is still valid¹

To:	[Name and address of Contracting Authority]
Regarding:	[Title of contract]
Date:	

A Dhaoine Uaisle,

We confirm that since making the declaration on oath in accordance with your standard declaration form² that the legal situation regarding the circumstances stated in the declaration has not changed in any way that would prohibit this firm from making a new declaration on oath on exactly the same basis. We also confirm that in providing the declaration consent is given to you to check (as you consider necessary) the correctness of the statements made in the declaration with relevant third parties.

Is mise, le meas

Signed _____
On behalf of *[Name of Applicant]*

¹ Where the date of signature of the Applicant's Declaration re Article 57 under Oath pre-dates the date of submission required, this letter of confirmation must also be provided.

² In the form of Model Form 2.7 (Declaration under Oath re Article 57 of 2014/24/EU).

Reliance Guarantee¹

(Required, at contract award stage, of an entity on which the Consultant has relied with regard to criteria relating to economic or financial standing)

THIS GUARANTEE is made on BETWEEN the Guarantor and the Client with respect to a Contract between the Consultant and the Client (the Contract) particulars of which are as follows:

1.	<i>The Consultant</i>	
	<i>Registered office of the Consultant</i>	
2.	<i>The Guarantor</i>	
	<i>Registered office of the Guarantor</i>	
3.	<i>The Client</i>	
	<i>Whose principal office is at</i>	
4.	<i>Description of the Contract</i>	

BACKGROUND

- A. In connection with its tender for the Contract, the Consultant relied on the economic or financial standing of the Guarantor.
- B. The Guarantor has agreed to guarantee the Consultant's performance of the Contract.
- C. Terms defined in the Contract have the same meaning in this Guarantee.

THE GUARANTOR AGREES WITH THE CLIENT AS FOLLOWS:

1. Guarantee

The Guarantor irrevocably and unconditionally:

- 1.1 guarantees to the Client that the Consultant will punctually perform all its obligations under the Contract and
- 1.2 undertakes to the Client to fully perform the Consultant's obligations under the Contract if the Consultant fails to perform them.

¹ If the Contractor and/or the Guarantor(s) is/are not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

2. Indemnity

If the Consultant's obligations under the Contract or the Guarantor's obligations under clause 1 above are or become void or unenforceable then, as between the Guarantor and the Client (but without affecting the Consultant's obligations), the Guarantor will, as principal obligor, indemnify the Client against any resulting loss and be liable to the Client for the same amount as the Guarantor would have been liable for if the obligations had not been void or unenforceable.

3. Consultant's failure to perform

- 3.1 If the Consultant goes into liquidation, administration, examinership or receivership or becomes subject to any other form of insolvency proceedings, any such event will be conclusive evidence, for the purposes of this Guarantee, that the Consultant has failed to perform the Contract.
- 3.2 The decision of a court or arbitrator or an agreement between the Consultant and the Client will be binding on the Guarantor in relation to any failure by the Consultant to perform the Contract.

4. Guarantee is in addition to other security

The Guarantor's obligations are in addition to and independent of any other security the Client may at any time hold for the Consultant's obligations under the Contract.

5. Continuing guarantee

The Guarantor's liability will continue until the Consultant has performed all its obligations in full, and will not be satisfied or diminished by any payment or recovery of an amount due from the Consultant to the Client.

6. Guarantor's liability not impaired

The Guarantor's liability under this Guarantee is as principal obligor and not merely as surety. Neither the Guarantor's liability under this Guarantee nor the Client's rights under it will be affected by any of the following, whether or not known to any of the parties:

- 6.1 the Consultant's obligations under the Contract being or becoming illegal, invalid or unenforceable, if it would not be illegal for the Guarantor to fulfil the obligation
- 6.2 bankruptcy, insolvency, liquidation, examinership, dissolution, amalgamation, winding up, reorganisation or any similar proceeding concerning the Consultant
- 6.3 change in the status, function, control or ownership of the Consultant
- 6.4 death or incapacity of the Consultant
- 6.5 amendment to the Contract or change to the works to be done under it (whether or not the amendment or change increases the Guarantor's liability)
- 6.6 time being given to the Consultant
- 6.7 a concession, arrangement, waiver or other indulgence being granted or made or agreed to be granted or made by the Client
- 6.8 anything that the Client or the Consultant do or fail to do, including without limitation:
 - (1) asserting or pursuing (or failing or delaying to assert, perfect or enforce) rights or remedies

or

(2) giving security or releasing, modifying, or exchanging security or

(3) having or incurring any liability

6.9 assignment of the benefit of the Contract

6.10 whole or partial discharge (whether of the Consultant's obligations or security for them or otherwise) or arrangement made on the faith of payment, security or other disposition that is avoided or must be repaid on bankruptcy, liquidation or otherwise

6.11 rights against third parties that the Client may have relating to performance of the Consultant's obligations

6.12 a reduction in, or other arrangement relating to, the Consultant's liability to the Client as a result of an arrangement or composition under the Companies Act 2014 or any similar provision.

6.13 any other act, event, fact, circumstance, rule of law, or omission.

7. Guarantor not to claim against or in competition with the Client

For as long as the Consultant has actual or contingent obligations or liability under the Contract, the Guarantor shall not:

7.1 be entitled to share in the Client's rights under the Contract or any other rights or security of the Client or

7.2 in competition with the Client, seek to enforce any rights concerning the Guarantor performing or having obligations under this Guarantee

and if the Guarantor receives money from the Consultant in relation to a payment of the Guarantor under this Guarantee, the Guarantor will hold the money in trust for the Client as long as the Guarantor has any liability (contingent or otherwise) under this Guarantee.

8. No preconditions upon Client

The Client may enforce this Guarantee without exercising rights against the Consultant or anyone else.

9. Assignment

The Client may assign the benefit of this Guarantee without the Guarantor's consent. The Client shall give notice to the Guarantor within 28 days after any assignment.

10. Partial invalidity

If at any time any part of this Guarantee is or becomes illegal, invalid or unenforceable, the rest of this Guarantee will remain legal, valid and enforceable.

11. Law and Jurisdiction

This Guarantee is governed by and construed according to Irish law and the Guarantor submits to the jurisdiction of the Irish courts to determine all matters concerning it.

12. Notices

Any communication given in connection with this Guarantee must be in writing and delivered to, or sent by pre-paid registered post to the relevant party's address at the top of this Guarantee, or the Guarantor's agent's address in clause 13 below, or another address notified in writing by the relevant party. Pre-paid registered post is taken to have been received 2 days after it was sent.

13. Agent for Service²

The Guarantor appoints

Name of Agent

Address of Agent

as its agent for service of legal proceedings. The Guarantor confirms that the named agent has been irrevocably appointed and the failure of the agent to notify the Guarantor of receipt of a document will not invalidate any proceedings or the service of the document.

14. Representations and Warranties

The Guarantor represents and warrants to the Client that:

- 14.1 the execution, delivery and performance of this Guarantee by the Guarantor has been duly and validly authorised by all requisite corporate action by the Guarantor and
- 14.2 this Guarantee is the Guarantor's legal, valid and binding obligation in accordance with its terms and
- 14.3 no approval or consent from any governmental entity or any other person or entity is required in connection with the execution, delivery or performance of this Guarantee by the Guarantor.

Given³ under the Guarantor's common seal

Affix Guarantor's common seal

*Signatures of persons
authorised to authenticate the
seal*

² An address in Ireland is required when the Guarantor does not have a registered office in Ireland.

³ If the Contractor and/or Guarantor is/are not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

OR

Signed and delivered as a Deed by

Name of attorney

Signature of attorney

As lawful attorney of the Guarantor under a power of attorney dated

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

Reliance Warranty (qualifications and/or experience)¹

(Required, at contract award stage, of any entity on which the Consultant has relied with regard to selection criteria relating to educational or professional qualifications and/or relevant professional experience)²

THIS GUARANTEE is made on BETWEEN the Warrantor and the Client (both named below) with respect to a contract between the Consultant and the Client (the Contract) particulars of which are as follows:

1.	<i>The Warrantor</i>	
	<i>Registered office of the Warrantor</i>	
2.	<i>The Consultant</i>	
	<i>Registered office of the Consultant</i>	
3.	<i>The Client</i>	
	<i>Whose principal office is at</i>	
4.	<i>Description of Contract</i>	

BACKGROUND

- A. In connection with its tender for the Contract, the Consultant relied on the educational or professional qualifications or relevant professional experience of the Warrantor (the **Resources**).

THE WARRANTOR AGREES WITH THE CLIENT AS FOLLOWS:

1. The Warrantor will provide the Resources to the Consultant to enable the performance of the Contract.
2. Nothing in this Warranty limits the Client's rights at law.
3. This Warranty is governed by and construed according to Irish law. The Warrantor submits to the jurisdiction of the Irish courts in relation to all matters concerning it.
4. If the Warrantor is one or more persons or organisations, their obligations under this Warranty are joint and several.

¹ If the Warrantor and/or the Contractor is/are not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

² Depending on the nature of the involvement of the entity being relied upon, the Client reserves the right to require a collateral warranty in favour of the Client in place of this Reliance Warranty.

Given under the Warrantor's common seal

Affix Warrantor's common seal

--

*Signatures of persons
authorised to authenticate the
seal*

--

OR

Signed and delivered as a Deed by

Name of attorney

--

Signature of attorney

--

As lawful attorney of the Warrantor under a power of attorney dated

--

In the presence of

Name of witness

--

Signature of witness

--

Witness's occupation

--

Witness's address

--

OR (if the Warrantor is an individual)

Signed and delivered as a Deed by

Name of Warrantor

Signature of Warrantor

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

[On letter-headed paper of Contracting Authority]

Letter to Consultant re Temporary PI Insurance Arrangements

To:	<i>[Name and address of Consultant]</i>	
Re.	<i>[Brief details of Project]</i>	
Contract for:	<i>[Insert date of Contract]</i>	
Date:	Insert date	
By:	Email/ fax/ post/ hand (delete as appropriate)	

A Dhaoine Uaisle

I refer to the above above contract/ the collateral warranty to us in respect of the Project¹(the “**Contract**”).

At the date of the Contract (or if applicable, at the date of the last renewal of the professional indemnity insurance), you had in place professional indemnity insurance in the amount of € on an each and every claim basis (the “Each and Every Insurance”).

You have confirmed that, in the light of the current state of the market for professional indemnity insurance, you are unable to obtain the Each and Every Insurance and you have sought consent for the proposed cover as set out in your letter dated Insert details, a copy of which is attached (“**Next Best Available Cover**”).

Without prejudice to, and fully reserving, the Client’s rights under the Contract, the Client has no objection, on an interim basis (i.e. until the next annual renewal), and at no additional cost to the Client, to you effecting the Next Best Available Cover on condition that you also agree:

- (a) to monitor the EU and UK market at no longer than a yearly interval to establish whether the Each and Every Insurance , or better cover than Next Best Available Cover up to the level of cover provided by the Each and Every Insurance , can be obtained at the Increased Premium Rates; and
- (b) if the Each and Every Insurance:
 - (i) becomes available to you at the Increased Premium Rates; or

¹ Delete as appropriate

- (ii) is not available (or is not available to you at the Increased Premium Rates) but better cover than Next Best Available Cover becomes available to you at the Increased Premium Rates,

you shall immediately take out such available cover, (subject to having obtained the prior written approval of the Client, such approval not to be unreasonably withheld or delayed) and notify the Client in writing within seven days that you have done so.

For the purposes of this letter, the “**Increased Premium Rates**” means premium rates that do not exceed 125% of the premium rates payable by you for cover on an annual aggregate basis at the time of the applicable annual renewal PROVIDED THAT any difference between (i) premium rates for cover on an annual aggregate basis and (ii) premium rates for the Each and Every Insurance or better cover than Next Best Available Cover (whichever is applicable), is not due to any act, omission, default, claim, notice of claim, negligence or otherwise of or against you.

Please acknowledge receipt and confirm your agreement to the contents of this letter.

Is mise, le meas

Signed _____

On behalf of Insert name of Client

I confirm my agreement to the above.

Signed _____

On behalf of Insert name of Counterparty

Date Insert date

8.0 – CAPITAL WORKS MANAGEMENT FRAMEWORKS ARBITRATION RULES



Capital Works Management Framework



Arbitration Rules

**for Use with Public Works Contracts and Standard
Conditions of Engagement**

AR1

Arbitration Rules

Document Reference AR 1 v1.3

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Government Buildings
Upper Merrion Street
Dublin 2

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1. INTRODUCTORY RULES

1.1. Purpose

1.1.1. The purpose of these Rules is to facilitate the fair, expeditious, and efficient resolution of the disputes in arbitration, avoiding delay and unnecessary or disproportionate expense.

1.1.2. The parties and the arbitral tribunal must take all steps reasonably required to facilitate that purpose.

1.2. The Contract

1.2.1. These Rules apply subject to and in accordance with the contract providing for arbitration under them (the **Contract**), and subject also to any agreement between the parties.

1.3. Arbitral Tribunal

1.3.1. In these Rules the term **arbitral tribunal** means the sole arbitrator or the arbitrators if there is more than one (acting by majority decision or, under Rule 4.1.3, by one of the arbitrators).

1.4. Place and Language of Arbitration

1.4.1. The place of arbitration is to be Ireland.

1.4.2. The English (or, if agreed or required by law, Irish) language is to be used in the arbitral proceedings. All notices and other documents used in the arbitral proceedings must be in that language. A party submitting a document in another language must submit at the same time a translation into English (or Irish if applicable).

1.5. Time

1.5.1. Any time period in these Rules running from a notice runs from the day after the notice has been received. If the final day of the period falls on a day that is not a business day (that is, Saturday, Sunday, a public holiday under the Organisation of Working Time Act 1997, Good Friday, or Christmas Eve) the period will be extended until the next business day.

1.6. Arbitration Act 2010

1.6.1. References to Sections are to sections of the Arbitration Act 2010 as may be amended. References to Articles are to articles of the UNCITRAL Model Law on International Commercial Arbitration, Schedule 1 to the Arbitration Act 2010, as may be amended by amending Irish legislation.

1.6.2. The powers of the arbitral tribunal under these Rules are additional to the powers under the law.

1.7. Waiver

1.7.1. In addition to the waiver in Article 4, a party who knows about a failure of the arbitral tribunal or another party to comply with these Rules or any other obligation in connection with the arbitral proceedings and does not object promptly waives the right to object.

2. INITIATING ARBITRAL PROCEEDINGS

2.1. Notice of Arbitration

2.1.1. When arbitral proceedings for a particular dispute may be commenced under the Contract, a party may commence arbitral proceedings by sending the others a **notice of arbitration**.

- 2.1.2. The notice of arbitration is effective if sent in accordance with details for such communications stated in the Contract, or in accordance with Article 3.
- 2.1.3. A notice of arbitration must include all of the following:
- (1) Identification of the dispute
 - (2) A demand that the dispute be referred to arbitration
 - (3) The names and contact details of the parties, including contact details for communications in the arbitral proceedings to the party giving the notice or its representative
 - (4) Identification of the Contract, including the text of the arbitration agreement invoked
 - (5) A brief description of the claim and a statement of the amount involved, if any
 - (6) The relief or remedy sought
 - (7) Confirmation that any conditions precedent to arbitration under the Contract have been satisfied
 - (8) A proposal of the number of arbitrators
 - (9) Whether it is proposed that the arbitral proceedings be conducted on the fast track or not.
- 2.1.4. The notice of arbitration must be accompanied by a separate document giving the names and contact details of at least three persons proposed for appointment as arbitrator if a sole arbitrator is proposed, and the name and contact details of one person chosen as arbitrator if an arbitral tribunal of three arbitrators is proposed.
- 2.1.5. The notice of arbitration may be accompanied by a statement of case complying with Rule 4.4.

2.2. Response to Notice of Arbitration

- 2.2.1. A party receiving a notice of arbitration must, within 21 days after receiving it, send a response to the party who sent it and any other parties identified in the notice of arbitration, which must include all of the following:
- (1) The name of the party giving the response and contact details for communications in the arbitral proceedings to that party or its representative; and
 - (2) A response to each item in the notice of arbitration under Rule 2.1.3.
- 2.2.2. A response to a notice of arbitration may also include any or all of the following:
- (1) Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction
 - (2) A brief description of any claims that the party making the response wishes to bring forward in the arbitral proceedings, including, in respect of the claim
 - (a) An indication of the amounts involved and the relief or remedies sought and
 - (b) Confirmation that any conditions precedent to arbitration under the Contract have been satisfied.
- 2.2.3. If the notice of arbitration proposes that a sole arbitrator be appointed and is accompanied by the names and contact details of persons proposed for appointment as sole arbitrator, and a sole arbitrator is to be appointed (either under Rule 3.1 or the Contract or by agreement), then

the response to notice of arbitration must be accompanied by a separate document stating whether the party giving the response agrees to the appointment of any of the persons proposed by the party giving the notice of arbitration, and if not, by the names of at least three persons proposed by the party giving the response for appointment as sole arbitrator.

- 2.2.4. If the notice of arbitration proposes that an arbitral tribunal of three arbitrators should be appointed and is accompanied by the name and contact details of a person chosen by the party giving the notice of arbitration for appointment to the arbitral tribunal, and if an arbitral tribunal of three arbitrators is to be appointed (either under Rule 3.1 or the Contract or by agreement), then the response to notice of arbitration must be accompanied by a separate document giving the name and contact details of one person chosen as arbitrator by the party giving the response. If they do not agree, Rule 3.4.1 will apply.
- 2.2.5. If two or more parties are to respond to a notice of arbitration, they should try to agree and give the notice under Rule 2.2.3 or 2.2.4 jointly.
- 2.2.6. A response to a notice of arbitration may be accompanied by a statement of case for any claim that the party giving the response indicates an intention to bring forward in the arbitral proceedings. It must comply with Rule 4.4.

2.3. **No Delay in Forming Arbitral Tribunal**

- 2.3.1. A controversy about the sufficiency of a notice of arbitration or any response to it (including issues of jurisdiction arising from them) should not hinder or delay the formation of the arbitral tribunal, which will have power to resolve any such controversy.

2.4. **Joinder and Consolidation**

- 2.4.1. Either party may require that all or a number of disputes under the Contract be consolidated into one arbitral proceedings. In such event, the arbitral tribunal first appointed shall, in the absence of agreement by the parties to the contrary, be appointed as the arbitral tribunal for the purposes of arbitral proceedings.
- 2.4.2. Where a dispute that arises under the Contract raises issues which are substantially the same as and/or connected with issues raised in a dispute between either party and a third party (a **third party connected dispute**), and if arbitral proceedings have commenced in respect of the third party connected dispute, then either party may refer the dispute arising out of the Contract to the arbitral tribunal relating to the third party connected dispute, who shall have power to make such directions and all necessary awards as if the procedure set out in the Rules of the Superior Courts (as amended) as to the joining of one or more co-defendants or third parties was available to all the parties and to such arbitral tribunal.
- 2.4.3. Where a third party connected dispute raises issues which are substantially the same as and/or connected with issues for which arbitral proceedings have commenced under the Contract, either party may require that the arbitral tribunal for such proceedings join the third party to the arbitral proceedings, and the arbitral tribunal shall have power to make such directions and all necessary awards as if the procedure set out in the Rules of the Superior Courts (as amended) as to the joining of one or more co-defendants or third parties was available to all the parties and to such arbitral tribunal.
- 2.4.4. A party wishing to join an additional party arbitral proceedings shall submit its request for arbitration against the additional party (the "Request for Joinder") to the other party and the arbitral tribunal. The Request for Joinder shall contain the following information:
 - (1) Identification of the existing arbitration
 - (2) The name in full, description, address and other contact details of each of the parties, including the additional party

- (3) The names and contact details of the parties, including contact details for communications in the arbitral proceedings to the party giving the notice or its representative
- (4) Identification of the Contract, including the text of the arbitration agreement invoked
- (5) A brief description of the claim and a statement of the amount involved, if any
- (6) The relief or remedy sought
- (7) Confirmation that any conditions precedent to arbitration under the Contract have been satisfied.

3. **FORMING THE ARBITRAL TRIBUNAL**

3.1. **Number of Arbitrators**

3.1.1. Unless a different number of arbitrators has been agreed in the Contract, or as a result of the exchange of notice of arbitration and response, or otherwise, the number of arbitrators will be as follows:

3.1.2. If the total relief claimed is

- (1) An amount or amounts of money less than €10 million in total or
- (2) An extension of time or
- (3) Both an amount or amounts of money less than €10 million in total and an extension of time

there will be one arbitrator.

3.1.3. Otherwise there will be three arbitrators.

3.2. **Appointment of Sole Arbitrator by Parties**

3.2.1. This Rule 3.2 applies when there is to be a sole arbitrator.

3.2.2. If, following exchange of names under Rule 2 or otherwise, the parties agree on the identity of the arbitrator, the party who gave the notice of arbitration must write to the person so selected enclosing a copy of the notice of arbitration and each response (but not the separate communications about selecting the arbitrator) and confirmation of the parties' agreement to the appointment.

3.3. **Appointment of Tribunal of Three Arbitrators by Parties and Arbitrators**

3.3.1. This Rule 3.3 applies when there are to be three arbitrators.

3.3.2. Unless otherwise provided in these rules or agreed by the parties

- (1) One arbitrator is chosen by the party (or parties) who served the notice of arbitration.
- (2) One arbitrator is chosen by the other party (or parties).
- (3) The third arbitrator, who acts as presiding arbitrator of the arbitral tribunal, is chosen by the other two.

3.4. **Appointment by Appointing Body**

- 3.4.1. If the arbitral tribunal has not been formed within 42 days after the notice of arbitration was sent, any party may then apply to the person or body named in the Contract for this purpose (the **appointing body**) requesting appointment to any unfilled vacancies on the arbitral tribunal.
- 3.4.2. The application must be in writing, copied to the other parties, and accompanied by
 - (1) A copy of the notice of arbitration and all responses and
 - (2) Any fee required by the appointing body.
- 3.4.3. A party may inform the appointing body of specific reasons why a particular person should not be appointed as arbitrator, for example because of previously acting as conciliator for the same dispute. The fact that a person has previously been proposed by one party but not accepted is not by itself reason for that person not to be appointed by the appointing body, and should not be disclosed to the appointing body or to the arbitral tribunal.
- 3.4.4. The appointing body is to make the appointment and notify the parties and the person appointed of the appointment. The notice should be given within 14 days after the appointing body receives the application. If notice is not given within 21 days after the appointing body receives the application, it may be taken that the appointing body has failed to make the appointment, and Article 11(4) will apply.

3.5. **Acceptance of Appointment**

- 3.5.1. A person (whether invited by the parties, chosen by a party or the other arbitrators, or appointed by the appointing body) who accepts the appointment must so notify the parties in writing.
- 3.5.2. If there is a sole arbitrator, the date of receipt by all parties of the notification of that person's acceptance of his or her appointment will be the date on which that arbitrator's appointment is completed. If there are to be three arbitrators, their appointment will be completed when all three have accepted appointment, and all the parties have received notice of the acceptance.
- 3.5.3. Upon acceptance of appointment an arbitrator must provide the parties with terms of appointment including the basis for charging fees and expenses.
- 3.5.4. If a person so invited or appointed has not notified the parties of acceptance of the appointment within 14 days after the invitation or notice of appointment was sent, it may be taken that the person has refused appointment, in which case either party may apply to the appointing body and Rule 3.4 will apply.
- 3.5.5. The date of formation of the arbitral tribunal will be the date on which the appointment of all the arbitrators has been completed. An arbitrator may not act until the arbitral tribunal has been formed.
- 3.5.6. Within 14 days after formation, the sole or presiding arbitrator must send the Office of Government Procurement, Public Procurement Policy Unit, Department of Public Expenditure and Reform, Government Buildings, Upper Merrion Street, Dublin 2, notice of the arbitral tribunal's formation together with a copy of the notice sent to each arbitrator by a party or the appointing body. The sole or presiding arbitrator must send the parties a copy of this notice.

3.6. **Independence and Impartiality**

- 3.6.1. All the arbitrators must be and remain at all times impartial and independent of the parties, regardless of how they were appointed.
- 3.6.2. A prospective arbitrator must make the disclosure required by Article 12 before accepting appointment.

- 3.6.3. No arbitrator, whether before or after appointment, may advise a party in connection with the arbitral proceedings.

3.7. **Vacancies and Truncated Tribunal**

- 3.7.1. If a vacancy occurs in the arbitral tribunal, it may, following written notice to the parties, decide to proceed with the arbitral proceedings without a substitute arbitrator being appointed. The arbitral tribunal should take into account the views of the parties and the stage of the arbitral proceedings. The arbitral tribunal should notify the parties of its decision in this regard as soon as practicable after a vacancy occurs. Unless the arbitral tribunal decides to proceed without a substitute arbitrator being appointed, Article 15 will apply.
- 3.7.2. When a vacancy is filled the arbitral tribunal must decide how to proceed with the arbitral proceedings, including whether to repeat any hearings previously held.
- 3.7.3. If an arbitrator refuses or persistently fails to participate in the arbitral tribunal's deliberations, the other arbitrators may, following written notice to the arbitrator in question, any appointing body that appointed that arbitrator, and the parties, decide to proceed with the arbitral proceedings without the participation of the arbitrator in question. The other arbitrators should take into account any explanation offered by the arbitrator in question for not participating, the views of the parties, and the stage of the arbitral proceedings. An award made without the participation of an arbitrator should state the reasons why the other arbitrators decided to proceed without that arbitrator's participation.
- 3.7.4. In this Rule 3.7, **proceed** includes making any decision, ruling, or award.

4. **CONDUCTING THE ARBITRAL PROCEEDINGS**

4.1. **General**

- 4.1.1. The parties may agree on the conduct of their arbitral proceedings, subject to Article 18 and Rule 1.1.
- 4.1.2. The parties must comply with the arbitral tribunal's rulings and directions.
- 4.1.3. One arbitrator may, with the consent of the arbitral tribunal or all the parties, make procedural and case management rulings and directions. Procedural rulings and directions of that arbitrator will be considered made by the arbitral tribunal.
- 4.1.4. The arbitral tribunal may extend any time limits set by its directions, by these Rules, or by agreement for actions by the parties in the conduct of the arbitral proceedings.

4.2. **Representation and Communications**

- 4.2.1. Each party may be represented by persons chosen by it.
- 4.2.2. Written communications with the arbitral tribunal and other written communications under these Rules must be sent by a means that provides a record of their transmission. When reasonably practicable, communications other than notice of arbitration should be by email.
- 4.2.3. Written communications under these Rules to a party (except notice of arbitration) are effective if sent in accordance with the details given in that party's notice of arbitration or response to notice of arbitration, or updated details given by that party or its representative.
- 4.2.4. Except at hearings and meetings which all parties have been given an opportunity to attend, communication between a party and the arbitral tribunal concerning the substance of the dispute must be in writing, and copied at the same time to all the other parties, and marked as such. No

party may communicate privately with the arbitral tribunal or any arbitrator concerning the substance of the dispute.

4.3. Case Management Consultations

4.3.1. Within 21 days after the arbitral tribunal has been formed the parties and the arbitral tribunal should have completed initial case management consultations by meeting, video or telephone conference, exchange of correspondence, or otherwise, as directed by the arbitral tribunal. At the initial case management consultations the parties and the arbitral tribunal should consider the following:

- (1) The likely duration of the proceedings
- (2) Whether the proceedings should be on the fast track
- (3) The timetable for the proceedings
- (4) Whether any issues should be dealt with separately, including by separate award
- (5) Efficient electronic and other means of communication
- (6) Arrangements for disclosure of documents and other information
- (7) Whether an oral hearing is required, and if so: identification of the particular factual and legal issues for hearing, its likely duration, dates, venue, any recording arrangements, and other administrative arrangements
- (8) Arrangements in relation to evidence, including expert evidence
- (9) Anything else relevant to Rule 1.1.

4.3.2. At the conclusion of the initial procedural consultations the arbitral tribunal should issue directions including a timetable.

4.3.3. The parties must comply with any timetable issued by the arbitral tribunal and may not amend it without the arbitral tribunal's consent.

4.3.4. The arbitral tribunal should update and amend the timetable, issue further directions for the conduct of the arbitral proceedings, and hold further case management consultations, all to the extent consistent with Rule 1.1.

4.4. Written Stage

4.4.1. Unless the arbitral tribunal directs otherwise, the written stage of the proceedings will be as set out in this Rule 4.4.

4.4.2. Within 28 days after the arbitral tribunal is formed, each party making a claim must send to the other parties a written statement of case (unless a statement of case complying with this Rule 4.4 was delivered with its notice of arbitration or response to notice of arbitration).

4.4.3. A statement of case must include all of the following:

- (1) The facts supporting the claim
- (2) Copies of any documents relied on or referred to, subject to Rule 4.4.8
- (3) A signed witness statement complying with Rule 4.7 from any witness whose evidence is relied upon

- (4) The legal grounds and arguments supporting the claim, and copies of authorities relied on
 - (5) Details of the relief or remedy sought.
- 4.4.4. Each party receiving a statement of case must, within 42 days after receiving it, serve on each other party a written statement of defence responding to the statement of case.
- 4.4.5. A statement of defence must include all of the following:
 - (1) Response to the factual allegations in the statement of defence
 - (2) A statement of any other facts relied upon
 - (3) Copies of any additional documents relied on, subject to Rule 4.4.8
 - (4) A signed witness statement complying with Rule 4.7 from any witness whose evidence is relied upon
 - (5) Response to the legal grounds and arguments in the statement of case, any other grounds and arguments relied upon, and copies of additional authorities relied on.
- 4.4.6. A party sending a statement of case or defence must, at the same time, send a copy to the arbitral tribunal. If the arbitral tribunal has not yet been formed, each party must send to the arbitral tribunal, promptly after it is formed, a copy of any statements of case or defence that it has already sent (copying the other parties with this communication).
- 4.4.7. The statements of case and defence must be compiled in paginated, tabbed, and indexed books, subject to Rule 4.4.8. Searchable electronic copies of all the contents must also be provided if practicable.
- 4.4.8. It is not necessary to include documents that have already been included by another party in a submission. If provision of hard copies of any documents is not reasonably practicable, with the permission of the arbitral tribunal the parties may instead:
 - (1) Provide an electronic bundle or
 - (2) Disclose the documents when sending their statements of case or defence and Rule 4.6 will apply
- 4.4.9. It is for the arbitral tribunal to decide what further statements are required, if any, and to fix a time for sending them.

4.5. Clarification and Information

- 4.5.1. A party may request another to provide clarification or information, without seeking permission from the arbitral tribunal. The request should be concise and strictly confined to matters that are reasonably necessary and proportionate to enable the requesting party to prepare its own case or to understand the case it has to meet. Requests should be made as far as possible in a single document and not piecemeal. If convenient, they may be prepared in such a way that the response can be given on the same document, with numbered request items on the left side of each sheet so that the response items can then be added on the right. The request must state a date by which a response is expected, and the time given must be reasonable.
- 4.5.2. If a party objects to complying with a request for clarification or information or part of it or is unable to comply within the time stated in the request, it must so notify the other parties and the arbitral tribunal promptly and in any event within that time, giving reasons and, if relevant, a date by which it expects to be able to comply.

- 4.5.3. A party who has requested clarification or information under Rule 4.5.1 may, if the requested clarification or information is not provided within the time requested, seek directions from the arbitral tribunal.
- 4.5.4. Requests for clarification or information and responses must be signed and dated and sent to all parties and the arbitral tribunal. If reasonably practicable, they should be sent by email.

4.6. **Disclosure of Documents**

- 4.6.1. The parties and the arbitrator must pay particular attention to Rule 1.1 in relation to disclosure of documents.
- 4.6.2. As soon as arbitral proceedings are reasonably contemplated, each party must take all reasonable steps to preserve documents that are, or are reasonably likely to be, subject to disclosure in the arbitral proceedings. This includes preserving electronically stored information and other documents in readily retrievable form even if they would otherwise be deleted or destroyed in the ordinary course of business.
- 4.6.3. In these Rules, **document** means anything in which information of any description is recorded by any means, including without limitation: writings, communications, pictures, drawings, programmes, and data or any kind, whether recorded or maintained on paper or by electronic, audio, visual, or any other means.
- 4.6.4. As part of the initial case management consultations the parties must consider together whether they require disclosure of documents.
- 4.6.5. If any party considers that disclosure of documents is or may be required, the parties must co-operate to do all of the following:
- (1) Identify the documents likely to be relevant, the individuals likely to have them or know where they might be located, their location and likely volume (whether held as hard copies or electronically) and the extent of each party's control of them
 - (2) Assess whether any of the methods in paragraph (7) below may assist in locating electronically stored information efficiently
 - (3) Estimate the likely volume and cost of disclosing the documents identified including the approximate number of paper and electronic documents, the estimated cost of assembling and disclosing them (including reviewing for relevance, privilege and other grounds to withhold production, and listing the documents), and whether specialist expertise is required to help make informed decisions (including an accurate assessment of the likely costs involved)
 - (4) Assess the extent to which information may be obtained by requesting it under Rule 4.5 rather than through disclosure of documents
 - (5) Assess and discuss with each other whether the estimated cost is proportionate taking account of all of the following:
 - (a) The nature and complexity of the arbitral proceedings and the amounts in dispute
 - (b) The number of documents involved
 - (c) The ease and expense of retrieving the documents
 - (d) The significance of any documents likely to be disclosed
 - (e) Any other relevant circumstances.

- (6) Try to agree on narrowly tailored categories of documents to be disclosed by the parties, and for each category seek to limit disclosure to what is reasonable and proportionate. This may be done by, for example, specifying subject matter, date range, types of documents, and key individuals (for example, those who worked on site or are at a specified management level)
 - (7) Try to agree what methods and strategies are appropriate to conduct a reasonable and proportionate search for the documents in the agreed categories, such as appropriate keyword searches, other automated searches and techniques for culling documents (including concept searching, clustering technology, document prioritisation technology, email threading, and any other new tool or technique), methods for identifying duplicate documents, and use of specialist assistance to locate documents efficiently and accurately
 - (8) Discuss whether a staged approach may be appropriate, with different dates for different categories, date ranges, individuals or other sets of documents.
- 4.6.6. If agreement is reached on the matters in Rule 4.6.5, it must be set out in writing and sent to the arbitral tribunal. Any issue that is not agreed should be brought before the arbitral tribunal so that it can issue directions without delay. In directing disclosure the arbitral tribunal must take into account the matters in Rule 4.6.5.
- 4.6.7. A party's duty to disclose documents is limited to documents that are or have been in its control. For this purpose a party has or has had **control** of a document if it is or was in the party's physical possession, or the party has or has had a right to possession of the document, or it has had a right to inspect or take copies of it.
- 4.6.8. Subject to what is agreed or directed by the arbitral tribunal, a party who agrees or is directed to disclose documents must do all of the following within the time agreed or directed
- (1) Search for the documents using the methods and strategies agreed or directed.
 - (2) Send to the other parties and the arbitral tribunal a signed statement giving a narrative account of what the party has done to search for the documents, in order to demonstrate compliance with the agreement or direction
 - (3) Make and send to the other parties and the arbitral tribunal a list of the documents being disclosed, which must
 - (a) Identify the documents in a convenient order and manner and as concisely as possible. Normally the following information should be given for each document: a unique reference number, the date appearing on the document, the document type, the author and recipient, and the unique number of any parent document such as a covering letter or email
 - (b) Identify in a similar manner the documents that are no longer in the party's control and what has happened to them
 - (c) Identify in a similar manner any documents that the party claims the right or duty not to produce, and state the grounds, and give enough information to demonstrate the right or duty
 - (d) Be in both paper form (signed) and electronic spreadsheet form with no access restrictions.
- 4.6.9. A party required to disclose a document must produce it to the other parties unless
- (1) The document is no longer in the party's control or

- (2) The party disclosing the document has a right or duty to withhold production, and has claimed that right when making disclosure.
- 4.6.10. Documents must be produced within the time and in the manner agreed or directed. Subject to what is agreed or directed
 - (1) Documents must be produced on suitable media with no restrictions on access, as multi-page searchable PDF (or equivalent) images, with file names corresponding to the unique reference number on the list and that number also clearly marked on at least the first page of the document image
 - (2) To the extent requested, documents must also be provided in native file format, and either the file name must be identified on the list, or the document reference number must be contained within the name of the native file format version of the document
 - (3) A party must make the original of any document produced available for inspection by any party.
- 4.6.11. The arbitral tribunal may require a party to make available inspection and searching facilities using that party's own systems, so as to allow another party to avail of their search functionality.
- 4.6.12. The duty of disclosure extends until the arbitral proceedings are concluded. If a document to which that duty extends comes to a party's notice during the arbitral proceedings, it must notify the other parties and disclose and produce the document.
- 4.6.13. A party must disclose and produce a document if, in the course of complying with an agreement or direction for disclosure or otherwise, that party becomes aware of a document that
 - (1) Adversely affects its own case or
 - (2) Adversely affects another party's case or
 - (3) Supports another party's caseeven if disclosure of the document was not required under the agreement or directions.
- 4.6.14. If so requested by any party, a party who sends a statement of case or defence, witness statement, expert report, or other submission that includes or refers to a document must disclose and produce the document under this Rule 4.6.
- 4.6.15. Any controversies about disclosure or production of documents, including controversies about privilege or other grounds for withholding production, must be brought before the arbitral tribunal so that it can issue directions without delay.
- 4.6.16. If, in order to rule on a controversy about whether a party has a right or duty to withhold production of a document, it is necessary to examine the document, the arbitral tribunal may either
 - (1) Examine the document itself or
 - (2) In exceptional circumstances, after consulting the parties, appoint an independent and impartial expert to examine the document and report on the issue. If the arbitral tribunal, after considering the expert's report, decides that production be withheld, the expert should return the document to the party from whom it was received without disclosing its contents to the arbitral tribunal or the other parties.

4.7. **Witnesses Statements**

- 4.7.1. It is not improper for a party or its representatives to interview witnesses and discuss their prospective evidence with them. But no party or its representatives may discuss the evidence or prospective evidence with a witness who has begun to give oral evidence until the witness is excused, except with the permission of the arbitral tribunal for exceptional reasons.
- 4.7.2. Witness statements should be written by the witnesses themselves. Any witness statement not written by the witness must state who wrote it and why.
- 4.7.3. Each witness statement must contain all of the following:
- (1) The witness's full name and address, the witness's present and past relationship with the parties and, if relevant to the evidence, background, qualifications, training, and experience
 - (2) A full and detailed description of the facts and source of the witness's information of those facts
 - (3) An affirmation of the truth of the witness statement
 - (4) The signature of the witness and the date and place of signing.
- 4.7.4. A party may, with the permission of the arbitral tribunal and within the time directed, submit additional witness statements to those included with the statement of case or defence, including from persons from whom a witness statement was not previously provided, but only
- (1) To respond to matters raised in another party's statement of defence, amended statement of case or defence, witness statement, expert report, or other submission made since the statement of case or defence was originally submitted or
 - (2) To introduce evidence of which the party providing the supplemental evidence has subsequently become aware and could not reasonably have been aware at the time of the original submission or
 - (3) In other exceptional circumstances.
- 4.7.5. Copies of documents referred to in a supplemental witness statement must be sent with the witness statement, but Rule 4.4.8 applies.

4.8. **Expert Witnesses**

- 4.8.1. Expert evidence may be put forward only with the permission of the arbitral tribunal, and permission may be given on conditions.
- 4.8.2. Unless otherwise agreed or directed by the arbitral tribunal, expert evidence need not be included with the statements of case or defence.
- 4.8.3. If a party is permitted to call expert evidence
- (1) The other party must be given a reasonable opportunity to retain an expert witness in the same discipline
 - (2) The arbitration tribunal should set a timetable for any or all of the following
 - (a) Exchange of expert reports
 - (b) Meetings of experts
 - (c) Joint experts reports identifying

- (i) Areas of agreement of fact and opinion and
- (ii) Areas of disagreement and the reasons for disagreement.

4.8.4. Copies of documents referred to in expert reports must be sent with the report, but Rule 4.4.8 applies.

4.8.5. The arbitral tribunal must consult with the parties before appointing an expert under Article 26.

4.9. **Documentary Evidence**

4.9.1. A party may, with the permission of the arbitral tribunal and within the time directed, submit additional documentary evidence not included in its statement of case or defence or other statements directed by the arbitral tribunal, but only

- (1) If the document was not available to the party at the time of the original submission, for example because it was subsequently disclosed by another party or
- (2) To respond to matters raised in another party's statement of defence, amended statement of case or defence, witness statement, expert report, or other submission, made since the statement of case or defence was originally submitted or
- (3) In other exceptional circumstances.

4.9.2. The parties and the arbitral tribunal should discuss how documentary evidence is to be submitted to the arbitral tribunal. Any documents submitted to the arbitral tribunal (unless included in statements of case or defence, witness statements, expert reports, or other previous submissions) should be assembled in agreed, paginated, indexed books.

4.9.3. Any party objecting to the admissibility of a document included in a statement of case or defence, witness statement, expert report, or otherwise submitted to the arbitral tribunal must raise its objection promptly and in any event within the time directed by the arbitral tribunal, failing which the document will be considered entered in evidence. Documents in agreed books will be considered entered in evidence.

4.10. **Evidence Generally**

4.10.1. The arbitral tribunal must apply the burden of proof according to the law.

4.10.2. If the relief sought includes return of money paid pursuant to an adjudicator's decision under the Construction Contracts Act 2013 the party who made the underlying claim bears the burden of proving it.

4.10.3. The arbitral tribunal has power to decide whether to apply any strict rule of evidence or other rules about admissibility, relevance, and weight of material tendered by the parties.

4.10.4. The arbitral tribunal may visit the site or works involved, having first notified the parties.

4.10.5. The arbitral tribunal may direct that inquires, tests, or investigations be conducted by the arbitral tribunal, a party or parties, or an expert, and any further particulars such as:

- (1) purposes, methods, and observers
- (2) agreeing, disagreeing, recording, and reporting the results.

4.11. **Oral Hearing**

- 4.11.1. If, in accordance with Article 24 a hearing is to be held, the arbitral tribunal must fix the date, time, and physical place of the hearing.
- 4.11.2. An oral hearing may proceed in the absence of a party who has been given reasonable notice of the hearing.
- 4.11.3. The arbitral tribunal will have the fullest authority to determine the order of business at oral hearings, to set time limits for hearings or parts of hearings, and to allocate the available time. If a party exceeds the amount of time allocated, the arbitral tribunal may allow further time and may set conditions.
- 4.11.4. Before a hearing the arbitral tribunal may send the parties a list of questions it would like them to answer with special attention.
- 4.11.5. A party may request, and arbitral tribunal may direct, that a witness on whose evidence another party seeks to rely should attend for oral questioning before the arbitral tribunal. If the arbitral tribunal directs a party to produce a witness and the witness fails to attend the oral hearing without good cause, the arbitral tribunal may place such weight on the written evidence, or exclude it altogether, as it considers appropriate.
- 4.11.6. A witness who gives oral evidence at a hearing may be questioned by each of the parties and the arbitral tribunal, but questioning by the party producing the witness will, unless the arbitral tribunal directs otherwise, be limited to matters arising out of answers to questions from the other parties or the arbitral tribunal.
- 4.11.7. The arbitral tribunal may exclude witnesses (including those who are officers or employees of parties) from an oral hearing until they have given their evidence.
- 4.11.8. The arbitration tribunal may declare an oral hearing closed. In exceptional circumstances the arbitration tribunal may, either at the request of a party or on its own initiative, reopen an oral hearing at any time before the award is made.
- 4.11.9. Hearings will be in private unless the parties agree otherwise.

4.12. **Default**

- 4.12.1. In addition to Article 25, if a party fails to comply with a direction or agreement the arbitral tribunal may (in addition to other powers) make a further direction to the same effect setting a time for compliance.
- 4.12.2. If a party fails to comply with a direction under Rule 4.12.1, the arbitral tribunal may do any of the following, or any combination:
 - (1) Prevent the party in question from relying on the matters in respect of which it is in default
 - (2) Draw any adverse inferences from the non-compliance that the circumstances justify
 - (3) Proceed to an award on the basis of materials that have been properly provided.

4.13. **Fast Track**

- 4.13.1. The arbitral proceedings must be conducted on the fast track unless:
 - (1) The parties agree otherwise or
 - (2) Rule 3.1.2 does not apply or

- (3) The arbitral tribunal, on the application of a party, considers that it is not consistent with Rule 1.1 to conduct proceedings on the fast track because of the complexity of the issues.
- 4.13.2. The arbitral proceedings must be conducted on the fast track if the parties so agree.
- 4.13.3. When it is agreed or determined by the arbitral tribunal that the arbitral proceedings be conducted on the fast track, the following provisions of this Rule 4.13 will apply, and take precedence over any conflicting provisions of these Rules.
- 4.13.4. If the parties agree to put the proceedings on the fast track before the arbitral tribunal is formed the following will apply:
- (1) The party who issued the notice of arbitration must issue its statement of case immediately.
 - (2) There will be one arbitrator.
 - (3) The time limit in Rule 3.4.1 is reduced to 2 days.
 - (4) The arbitrator must, before accepting appointment, confirm ability to devote the time necessary to make an award on all matters except costs in 100 days.
 - (5) Within 10 days after the appointment of the arbitrator, the parties and the arbitrator must complete the initial case management consultations under Rule 4.3 and the arbitrator must issue a timetable.
- 4.13.5. If the arbitral tribunal directs that the arbitral proceedings are to be put on the fast track
- (1) The party who issued the notice of arbitration must issue its statement of case immediately and
 - (2) The parties and the arbitral tribunal must, within 10 days after the direction, complete the initial case management consultations under Rule 4.3 and the arbitral tribunal must issue a timetable.
- 4.13.6. The timetable may provide for the following (with time limits running from the date of formation of the tribunal or the date of the direction to put the proceedings on the fast track, whichever is later, except where otherwise stated in paragraph (2)):
- (1) Any other party bringing forward a claim within the arbitral proceedings to issue its statement of case within 21 days
 - (2) The time for delivery of a statement of defence to be abridged to 28 days from receipt of the statement of case
 - (3) Any clarification and information required under Rule 4.5 and any document disclosure and production required under Rule 4.6 to be specified in the timetable and completed within 28 days
 - (4) Any expert reports to be included with statements of case and defence
 - (5) Joint meetings of experts to be completed and joint expert reports sent within 14 days after the last statement of defence received
 - (6) Any oral hearing to be completed within 86 days.
- 4.13.7. The arbitral tribunal may dispense with an oral hearing, or direct that an oral hearing be limited to either or both of the following:

- (1) Brief oral submissions of the parties
- (2) The arbitral tribunal asking questions of the parties, their representatives, or their witnesses, or any combination.

5. ARBITRATORS' FEES AND EXPENSES

5.1. Reasonable

- 5.1.1. The arbitrators' fees and expenses must be reasonable in amount, taking account of the nature and complexity of the arbitral proceedings and the amounts in dispute.

5.2. Deposit

- 5.2.1. The arbitral tribunal may require a deposit from the parties as security for fees and expenses during the arbitral proceedings.
- 5.2.2. If a deposit requested is not paid in full within 14 days after receipt of the request, the arbitral tribunal may so inform the parties, in order that one or more parties may make the required payment. If the payments are not made, the arbitral tribunal may direct the suspension of the proceedings until the payments are made or their termination. Suspension or termination do not prejudice the arbitrators' right to payment of fees or expenses.
- 5.2.3. After the award has been made each arbitrator must render an account to the parties of the deposits received and return any unexpended balance to the parties.

6. AWARD

6.1. Separate Awards

- 6.1.1. The arbitral tribunal may make separate awards on different issues at different times.

6.2. Time for Award

- 6.2.1. If the arbitral proceedings are on the fast track, the arbitral tribunal should issue an award on all matters except costs and interest within 100 days after the date of formation of the arbitral tribunal or within 100 days after the date of the direction to put the proceedings on the fast track, whichever is later.
- 6.2.2. If the arbitral proceedings are not on the fast track, the parties may at any time request that the arbitral tribunal undertake to make an award on particular issues by a particular date. If the arbitral tribunal gives such an undertaking it should comply with the undertaking.
- 6.2.3. If an award is not made within a time required by this Rule 6.2, a party may send the arbitral tribunal (and the other parties) a written reminder that the time has expired. If the arbitral tribunal has not made the award and sent a copy to each party within 21 days after the written reminder was received by the arbitral tribunal, any party may terminate the arbitral proceedings and the arbitrators will not be entitled to any fees.
- 6.2.4. If the arbitral tribunal has made the award and sent a copy to each party before receiving a notice of termination under Rule 6.2.3, the award will be binding on the parties and the arbitrators will be entitled to payment.
- 6.2.5. Subject to Rule 5.2.2, the arbitral tribunal must not withhold an award pending payment of fees or expenses.

- 6.2.6. The arbitral tribunal's time to make an award will be extended by the duration of any suspension under Rule 5.2.2 plus an additional 28 days. No party may terminate the proceedings during that time or after the proceedings have been terminated by the arbitral tribunal.

6.3. Publication

- 6.3.1. The arbitral tribunal must send a copy of each award to the Office of Government Procurement, Public Procurement Policy Unit, Department of Public Expenditure and Reform, Government Buildings, Upper Merrion Street, Dublin 2.
- 6.3.2. The parties and the Minister for Public Expenditure and Reform are free to make the award public.

6.4. Interest and Costs

- 6.4.1. Unless the parties agree otherwise, the arbitral tribunal must not award interest or costs until after all other matters have been dealt with by separate award.
- 6.4.2. On the application of a party, the arbitral tribunal must make an order under Section 21(4) for taxation of costs even if the arbitration is an international commercial arbitration.

7. TERMS OF APPOINTMENT OF ARBITRATOR

This agreement is made between

1.	<i>the Employer</i>	
2.	<i>the Contractor</i>	
	<i>whose registered office is at</i>	
<i>and</i>		
3.	<i>the Arbitrator</i>	
	<i>of</i>	
Date:		

Whereas:

A. The Employer and Contractor have entered into a contract:

<i>Name of Contract:</i>	
<i>Date:</i>	
<i>for:¹</i>	

The Contract provides for the appointment of an arbitrator for the resolution of disputes.

NOW IT IS HEREBY AGREED as follows:

1.	The Arbitrator shall act in accordance with the terms of the Contract and the terms of the arbitration rules referred to in the Contract.	
2.	For all purposes related to this agreement the Employer's, Contractor's and Arbitrator's addresses are as follows:	
2.1	<i>The Employer</i>	
2.2	<i>The Contractor</i>	
2.3	<i>The Arbitrator</i>	

¹ Insert description of Works.

3. The Arbitrator's fees [and expenses] shall be as follows: ²
4. This agreement remains in effect for as long as the Arbitrator continues to act in that capacity.
5. This agreement is governed by and construed in accordance with the laws of Ireland.
6. Any dispute or claim arising out of or in connection with these Terms of Appointment or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the arbitration rules referred to in the Contract, amended as required.

Signed for the Employer

in the presence of

Signed for the Contractor

in the presence of

Signed by the Arbitrator

in the presence of

² Set out agreed terms or refer to separate.

9.0 – NOTIFICATIONS LETTERS

Above Threshold EU Rules Apply	Non-compliant Tender	Open Procedure	Ref. O.eu1 Version 1.0 10 June 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no. e.g. 2013/s-xx/xxxxx]*

Contract

Notice

Reference

No.

Date

By¹ Email/fax/post/hand

A Dhaoine Uaisle

I write to inform you that we have assessed the tenders received for the above contract and have determined that, on this occasion, your tender was deemed to be non-compliant for the following reason(s):

-
-

Following the identification of the successful tenderer and the observance of the mandatory standstill period, it is anticipated that the name of the winner will be published by means of a contract award notice.

Thank you for your interest in this competition.

Is mise, le meas

Signed _____

On behalf of *[Name of Contracting Authority]*

¹ Delete as appropriate

Above Threshold EU Rules Apply	Potentially ALT	Open Procedure	Ref. O.eu2 Version 1.0 10 June 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no. e.g. 2013/S-xx/xxxxx]*

Contract

Notice

Reference

No.

Date

By¹ Email/fax/post/hand

A Dhaoine Uaisle

I refer to your tender for the above contract.

Having reviewed your tender, the authority considers that *[insert appropriate text e.g. the tendered lump sum/ some of the tendered rates etc.]* may be abnormally low.

In order to assist *[insert name of contracting authority]* in determining whether or not your tender is abnormally low, please provide comprehensive written details by *[date]* in respect of the following:

[insert as appropriate]

[Insert name of contracting authority] reserves the right to request further information from you before making a decision as to whether or not to reject your tender.

Is mise, le meas

Signed _____

On behalf of *[Name of Contracting Authority]*

¹ Delete as appropriate

Above Threshold EU Rules Apply	Tenderer Elimination/ALT	Open Procedure	Ref. O.eu3 Version 1.0 10 June 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no. e.g. 2013/s-xx/xxxxx]*

Contract

Notice

Reference

No.

Date

By¹ Email/fax/post/hand

A Dhaoine Uaisle

I refer to your reply to our letter of *[insert date of Potentially ALT letter]* seeking details of the constituent elements of your tender.

Upon review of the documentation that you have submitted *[insert name of contracting authority]* is of the view that your tender is abnormally low for the following reasons:

[insert reason(s)]

In accordance with the Instructions to Tenderers, you are herewith eliminated from any further participation in this competition.

Following the identification of the successful tenderer and the observance of the mandatory standstill period, it is anticipated that the name of the winner will be published by means of a contract award notice.

Is mise, le meas

Signed _____
On behalf of *[Name of Contracting Authority]*

¹ Delete as appropriate

Above Threshold EU Rules Apply	Verification of Declaration	Open Procedure	Ref. O.eu4 Version 1.1 19 July 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no e.g. 2013/s-xx/xxxxx]*

Contract

Notice

Reference

No.

Date

By¹ Email/fax/post/hand

SUBJECT TO CONTRACT/CONTRACT DENIED

A Dhaoine Uaisle

I refer to your tender for the above contract.

Your tender has been identified as the apparently successful tender, subject to verification of your qualification status.

In order to allow *[insert name of contracting authority]* to verify your qualification status, please provide the following by *[insert date]*:

Documentary evidence that you meet the minimum criteria set out in form QW2¹/QC2¹; Suitability Assessment Questionnaire under 3.1, 3.2¹, 3.3 and 3.4 of that document.

Documentary evidence that you meet the minimum criteria set out in the supplements to form QW2; Suitability Assessment Questionnaire under 3.4.1¹, 3.4.2¹, 3.4.3¹ and 3.4.4¹.

²Documentary evidence that (each of) the specialist(s) proposed by you in response to the Specialist Areas identified at Section 1.6 of QW2 and named by you in Schedule Part 2E of the Form of Tender can meet the minimum criteria under 3.1, 3.2¹, 3.3 and 3.4 of form QW3; Suitability Assessment Questionnaire and under supplements 3.4.1 and 3.4.2¹ to that document.

We reserve the right to request further information from you if necessary.

Please note that no commitment of any kind, contractual or otherwise will exist unless and until a formal written contract has been executed for and on behalf of *[insert name of contracting authority]*. The conditional identification of your tender as the apparently successful tender does not and will not give rise to any enforceable rights. In any event, *[insert name of contracting authority]* will impose a standstill period and will not conclude a contract until on or after the standstill period is expired. Please note that this letter is not a standstill notice and no standstill period has yet commenced.

Is mise, le meas

Signed _____
On behalf of *[Name of Contracting Authority]*

¹ Delete as appropriate

² This paragraph is applicable to a tender for a works contract only – delete as appropriate.

Above Threshold EU Rules Apply	Tenderer Elimination/SAQ	Open Procedure	Ref. O.eu5 Version 1.0 10 June 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no. e.g. 2013/s-xx/xxxxx]*

Contract

Notice

Reference

No.

Date

By¹ Email/fax/post/hand

A Dhaoine Uaisle

I refer to your reply to our letter of *[insert date of Verification of Declaration letter]* seeking documentary evidence in support of your self-declaration of the qualification criteria.

I write to inform you that following verification of your qualification self-declaration, you were deemed not to have passed the qualification regarding *[list relevant criterion/criteria]* and are therefore eliminated from any further participation in this competition.

Following the identification of the successful tenderer and the observance of the statutory standstill period, it is anticipated that the name of the winner will be published by means of a contract award notice.

Is mise, le meas

Signed _____

On behalf of *[Name of Contracting Authority]*

¹ Delete as appropriate

Above Threshold EU Rules Apply	Successful Tenderer	Open Procedure	Ref. O.eu6 Version 1.3 18 July 2023
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To [Name and address of Tenderer]

Re Invitation [Name of Contract]
to Tender

OJEU [Insert reference no. e.g. 2022/s-xx/xxxxx]
Contract
Notice
Reference No.

Date¹

By² Email/fax/post/hand

SUBJECT TO CONTRACT/CONTRACT DENIED

A Dhaoine Uaisle

I refer to your tender for the above contract. I am pleased to inform you that your company has been identified as having submitted the *[lowest price/most economically advantageous tender]*³ for this project. *[Your tender scored the following marks against each criterion]*⁴

•

This is not a Letter of Acceptance. *[Insert name of contracting authority]* has not accepted your tender. Please note that this letter does not purport to create binding legal relations.

I would be obliged if you would forward the following by *[insert date]*:

*[insert required documents such as Tax Clearance/Notification of Determination, confirmation of bond, insurance details, etc.]*⁵

*[insert required documents such as Tax Clearance Certificate, Professional Indemnity Insurance Certificate (MF2.1), any other insurances, Safety and Health Declarations (MF2.4, MF2.5, MF2.6 as appropriate), collateral warranties for sub-consultants (MF2.3), appointment as PSDP, etc.]*⁶

Subject to satisfactory compliance with the above, [and to *[insert and other conditions such as the need to seek Departmental approval]*]⁷ it is our intention to issue a Letter of Acceptance to you, following the expiry of the standstill period applicable to this contract (conditional on there being no legal challenge). The exact standstill period applicable is *[insert 14 or 16 days as set out below, depending on how the letter is sent]*.

¹ Ensure issued on same date as all Letters to Unsuccessful Tenderer and not before those to non-compliant tenderer letters. Failure to do so may mean the standstill period has not commenced.

² Delete as appropriate

³ Delete as appropriate

⁴ If it is "the most economically advantageous tender" the criteria and marks should be listed in the space provided otherwise this should be deleted.

⁵ For public works contracts

⁶ For consultancy contracts

⁷ Delete as appropriate

Above Threshold EU Rules Apply	Successful Tenderer	Open Procedure	Ref. O.eu6 Version 1.3 18 July 2023
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- [14 calendar days from the day following the day this letter was emailed to you]
- [16 calendar days from the day following the day this letter was posted to you]

Is mise, le meas

Signed _____
On behalf of *[Name of Contracting Authority]*

Above Threshold EU Rules Apply	Unsuccessful Tenderer	Open Procedure	Ref. O.eu7 Version 1.0 10 June 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no. e.g. 2013/s-xx/xxxxx]*

Contract

Notice

Reference

No.

Date¹

By² Email/fax/post/hand

A Dhaoine Uaisle

Thank you for submitting a tender for the above contract. I am writing to advise you that, on this occasion, your tender has not been identified as the successful tender.

The evaluation of tenders has been completed in accordance with the evaluation criteria previously notified to you.

In accordance with SI No. 130 of 2010, the following information is provided to you:

1. The name of the successful tenderer is: *[insert name of successful tenderer]*
2. Standstill period before the contract is awarded: there will be a mandatory standstill period of: *[choose one of the following options depending on how the letter is sent]*

- *[14 calendar days from the day following the day this letter was emailed to you]*
- *[16 calendar days from the day following the day this letter was posted to you]*

which will end at midnight on *[insert date]* and the contract will not be concluded with *[insert name of successful tenderer]* until after that time.

3. The reason your tender has not been identified as the successful tender is that it was not *[the lowest price/most economically advantageous tender]*³

[If the award criterion was the most economically advantageous tender, the information at 4 and 5 below should be provided]

¹ Ensure issued on same date as Letter to Successful Tenderer and not before those to non-compliant tenderer letters. Failure to do so may mean the standstill period has not commenced.

² Delete as appropriate

³ Delete as appropriate

Above Threshold EU Rules Apply	Unsuccessful Tenderer	Open Procedure	Ref. O.eu7 Version 1.0 10 June 2013
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4. The scores achieved in the evaluation by the successful tender and by your tender are as follows:

Award Criterion ⁴	Maximum Score Available	Score Awarded to Successful Tenderer	Score Awarded to Your Tender
Total			

5. The characteristics and relative advantages of the successful tender are as follows:

Award Criterion ⁵	Characteristics and relative advantages of the successful tender

I wish to thank you for your interest in this competition.

Is mise, le meas

Signed _____
On behalf of *[Name of Contracting Authority]*

⁴ If sub-criteria were used in the evaluation, they should be listed in the table.

⁵ If sub-criteria were used in the evaluation, they should be listed in the table.

Above Threshold EU Rules Apply	Unsuccessful/non-compliant [30-day] Tenderer	Open Procedure	Ref. O.eu8 Version 1.0 10 June 2013
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To *[Name and address of Tenderer]*

Re *[Name of Contract]*

Invitation to
Tender

OJEU *[Insert reference no. e.g. 2013/s-xx/xxxxx]*

Contract

Notice

Reference

No.

Date¹

By² Email/fax/post/hand

A Dhaoine Uaisle

I refer to your company's tender submitted on *[date]* in respect of the above mentioned competition and to my letter of the *[date]* informing you that your tender was not successful on this occasion and setting out the reasons why your tender was not successful. I enclose a copy of my letter for your convenience.

The decision reached by *[insert name of contracting authority]* is that the tender received from *[name of successful tenderer]* is the *[lowest price/most economically advantageous]*³ tender.

Please note that *[insert name of contracting authority]* will not conclude a contract with *[name of successful tenderer]* until or after *[date]*. This standstill notice is issued as required by the Remedies Directive (2007/66/EC) and the implementing Irish Regulations (SI 130 of 2010).

I wish to thank you for your interest in this competition.

Is mise, le meas

Signed _____

On behalf of *[Name of Contracting Authority]*

¹ Ensure issued on same date as Letter to Successful Tenderer. This letter is only required where a period of 30 days has not elapsed between the date that the tenderer was notified in advance of the notification to tenderers of the award.

² Delete as appropriate

³ Delete as appropriate

10.0 – GDPR CLAUSE CWMF PERSONAL DATA

Data Protection

Applicants are required to comply with all directions of the Contracting Authority with regard to:

- local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities
- “Data Protection Laws” meaning all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this competition.

I confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team, and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and/or legal basis to the Contracting Authority upon request.

This Declaration is made for the benefit of Cork County Council.

Name of Economic Operator	
Authorised Signatory	
Name in print or block capitals	
Rank / Position	
NOTE: <i>The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Candidate, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.</i>	

11.0 – ECOLOGY REPORT

DixonBrosnan

environmental
consultants

project title **Ecological Report: Roycroft Hall
(former Old Steam Mill), Ilenn
Street, Skibbereen, County Cork.**

client **Cork County Council**

client ref. -

our ref. 1962

Revision 1st draft

date

approved by Carl Dixon MSc.



Dixon.Brosnan Environmental Consultants
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1. Introduction

Dixon.Brosnan was commissioned by Cork County Council to survey Roycroft Hall (the former Old Steam Mill) at Skibbereen, County Cork. These proposed works will result in significant changes to the existing building and thus it has been determined that an ecological survey, with particular focus on bats and breeding birds, be conducted to establish the likely negative impacts, if any, that the proposed development will have on these species. DixonBrosnan have recommended any necessary mitigation measures to ensure that bats and birds, if present, are protected during and subsequent to the proposed works.

2. Site location and description

The Old Steam Mill, which is situated on the banks of the Ilen River, across from the West Cork Hotel, was purchased by Cork County Council as an exhibition space in recent years, and has the double distinction of being Ireland's first steam-powered mill and the country's first soup kitchen, set up to feed the starving and destitute victims of the famine (Southern Star).

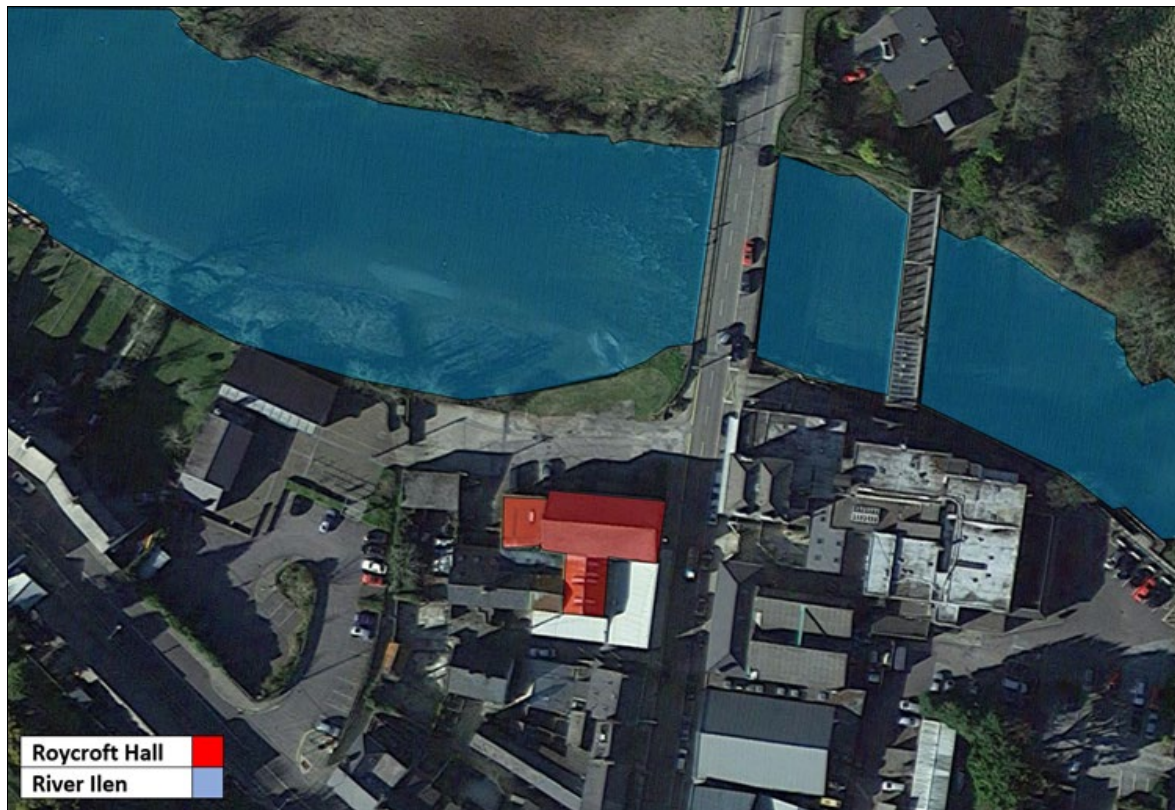


Figure 1: Location of the Roycroft Hall (former Old Steam Mill) at Ilen Street, Skibbereen, County Cork.

2.1 Roycroft Hall (former Old Steam Mill)

This attached large coursed rubble stone seven-bay three-storey mill, was built circa.1830. It went on to house one of the first large-scale Famine Soup Kitchens in Ireland during the

Great Hunger. It opened as such on 7th of November 1846 and at its height of operation, some 8,600 starving people were fed daily from its kitchen (**Photograph 1**).



Photograph 1: Roycroft Hall

Roycroft Hall has a three-bay four-storey east elevation, later two-bay two-storey extension to west elevation and recent extensions to south-west and south. The main structure has a pitched slate roof. The southern extension has a corrugated metal sheeting roof covering. The building has rendered walls to east which has largely flaked off over time. The building has square-headed openings with timber battened shutters and iron bars, with slate and render sills. Square-headed door openings with iron lintels, sheet steel and double-leaf timber doors exist to north and east elevations (National Inventory of Architectural Heritage (NIAH)). The building is now currently unoccupied.

Internally, the building is of solid construction, with large thick stone and concrete rendered painted walls. A mix of large wooden pillars and metal and wooden joists were noted. Ceilings are largely exposed, with wooden rafters supporting the next storey floor boards. The top floor of the structure offers some bat roosting potential. The roof structure is a king post roof with large exposed wooden braces, rafters and purlins. Slate tiles are largely underlain with felt. (**Photographs 2 - 4**).

Numerous windows exist throughout the structure. These are largely covered by a mix of wire meshing or wooden hoarding. However, numerous gaps and crevices do exist. This may provide potential access and egress points for bat and bird species. The wire meshing also allows a lot of natural light to penetrate large sections of the building internally.

A large amount of man-made debris and former commercial waste exists within the building. The two-storey building to the west is heavily used by feral pigeon (*Columba livia f. domestica*). Swift (*Apus apus*) an Amber Listed bird species (breeding), as defined by Birds of Conservation Concern in Ireland (BOCCI) were noted nesting within crevices and gaps within the external wall structure.



Photograph 2 – 4: Internal view of the building. Note the large amount of waste material and the natural light penetrating the top floor.

3. Bats

3.1 Desktop review and legislation

In Ireland, nine species of bat are currently known to be resident, with another species yet to be confirmed. These are classified into two Families: the Rhinolophidae (Horseshoe bats) and the Vespertilionidae (Common bats). The lesser horseshoe bat *Rhinolophus hipposideros* is the only representative of the former Family in Ireland. All the other Irish bat species are of the latter Family and these include three pipistrelle species: common *Pipistrellus pipistrellus*, soprano *P. pygmaeus* and Nathusius' *P. nathusii*, four *Myotis*: Natterer's *Myotis nattereri*, Daubenton's *M. daubentonii*, whiskered *M. mystacinus*, Brandt's *M. brandtii*, the brown long-eared *Plecotus auritus* and Leisler's *Nyctalus leisleri* bats.

Whiskered and Natterer's bats are listed as 'Threatened in Ireland', while the other species are listed as 'Internationally Important' in the Irish Red Data Book 2: Vertebrates (Whilde, 1993). The population status of both Whiskered and Natterer's bats was considered 'indeterminate' because of the small numbers known of each, a few hundred and approximately a thousand respectively. Ireland is considered to be an international stronghold for Leisler's bat, whose global status is described as being at 'low risk, near threatened' (LR; nt) by the IUCN (Hutson, *et al.*, 2001).

Near threatened status is applied to those taxa that are close to being listed as vulnerable (facing a high risk of extinction in the wild in the medium-term future on the basis of a range of criteria defined by the IUCN). The Irish population of the Lesser Horseshoe Bat is estimated at 14,000 individuals and is considered of International Importance because it has declined dramatically and become extinct in many other parts of Europe. Data collected shows that the species increased significantly between from the early 1990's to present.

A review of existing bat records within the 10km grid square W67 (sourced from Mammals of Ireland 2016-2025) showed that the Irish bat species listed in **Table 1** have been recorded locally. It is noted that other species which have not been included within this database are also likely to occur. Lesser horseshoe bat (*Rhinolophus hipposideros*) is the only species of

bat listed on Annex II of the Habitats Directive (Directive 92/43/EEC). The closest recorded field observations of Lesser Horseshoe Bat are from approximately 8km west of the proposed development site, within an undisclosed location (NBDC records).

Table 1: Presence of Irish bat species recorded within grid square W13 (NBDC records).

Common name	Scientific name
Lesser Noctule	<i>Nyctalus leisleri</i>
Pipistrelle	<i>Pipistrellus pipistrellus sensu lato</i>
Soprano Pipistrelle	<i>Pipistrellus pygmaeus</i>
Nathusius' Pipistrelle	<i>Pipistrellus nathusii</i>
Daubenton's Bat	<i>Myotis daubentonii</i>
Natterer's Bat	<i>Myotis nattereri</i>
Brown Long-eared Bat	<i>Plecotus auritus</i>

All bat species are protected under the Wildlife Acts (1976 & 2000) which make it an offence to wilfully interfere with or destroy the breeding or resting place of all species; however, the Acts permit limited exemptions for certain kinds of development. All species of bats in Ireland are listed in Schedule 5 of the 1976 Act and are therefore subject to the provisions of Section 23 which make it an offence to:

- Intentionally kill, injure or take a bat
- Possess or control any live or dead specimen or anything derived from a bat
- Wilfully interfere with any structure or place used for breeding or resting by a bat
- Wilfully interfere with a bat while it is occupying a structure or place which it uses for that purpose.

All bats are listed on Annex IV of the EU Habitats Directive. The domestic legislation that implements this Directive gives strict protection to individual bats and their breeding and resting places. It should also be noted that any works interfering with bats and especially their roosts, including for instance, the installation of lighting in the vicinity of the latter, may only be carried out under a licence to derogate from Regulation 23 of the Habitats Regulations 1997, (which transposed the EU Habitats Directive into Irish law) issued by NPWS. The details with regards to appropriate assessments, the strict parameters within which derogation licences may be issued and the procedures by which and the order in relation to the planning and development regulations such licences should be obtained, are set out in Circular Letter NPWS 2/07 "Guidance on Compliance with Regulation 23 of the Habitats Regulations 1997 - strict protection of certain species/applications for derogation licences" issued on behalf of the Minister of the Environment, Heritage and Local Government on the 16th of May 2007.

Furthermore, on 21st September 2011, the Irish Government published the European Communities (Birds and Natural Habitats) Regulations 2011 which include the protection of the Irish bat fauna and further outline derogation licensing requirements. **Table 2** summarises the protection given to bats by national and international legislation and conventions.

Table 2. Legislative protection for bats in Ireland

Legislation/Convention	Relevance to Irish bats
Irish Wildlife Act (1976) & Irish Wildlife (Amendment) Act 2000.	It is an offence to wilfully interfere with or destroy the breeding or resting place of bats, (with some exemptions for certain kinds of construction development). Provides for the creation of NHAs.
EC Directive on the Conservation of Natural Habitats and of Wild Fauna and Flora (Directive 92/43/EEC), commonly known as the 'Habitats Directive	Lists all the vesper bats in Annex IV as in need of strict protection and also encourages Member States to conserve landscape features such as river corridors, field boundaries, ponds and woodlands. It also requests that Member States establish a system to monitor the incidental capture and killing of the animals listed in Annex IV. The lesser horseshoe bat is further listed in Annex II of the EU Habitats Directive The level of protection offered to lesser horseshoe bats effectively means that areas important for this species are designated as Special Areas of Conservation.
The Convention on the Conservation of European Wildlife and Natural Habitats, commonly known as the 'Berne Convention'.	It obliges states to protect and conserve animals and their habitats, especially those listed as endangered or vulnerable. Also obliges parties to promote national policies for the conservation of wild fauna and natural habitats
The Convention on the Conservation of Migratory Species of Wild Animals, commonly known as the 'Bonn Convention'.	This led to the European Bats Agreement (EUROBATS), which lists a wide range of objectives, including promoting research programmes relating to the conservation and management of bats, promoting bat conservation and public awareness of bats, and identifying and protecting important feeding areas of bats from damage and disturbance.

3.2 Habitat & Roosts

Bats that use buildings can generally be divided into four categories, although there is regional variation and some species can occupy more than one category.

- Crevice-dwelling bats (which tend to be hidden from view) include the common pipistrelle, soprano pipistrelle, Nathusius' pipistrelle, Brandt's bat and whiskered bat.

- Roof-void dwelling bats (that may be visible on roof timbers) are Leisler's bat and Daubenton's bat.
- Bats that need flight space in certain types of roost are Natterer's bat, and brown long-eared bat.
- Bats that need flight space and flying access into the roost include the lesser horseshoe bat.

An overview of each species typically found in buildings is as follows:

Pipistrelle species

Common and Soprano pipistrelles are crevice dwellers. They use many features on and in a building but relatively rarely enter the roof void. Features used in summer include soffits, fascia's, barge-boards, weather boarding, between roof felt/membrane and tiles/slates, around window frames, in cavity walls, under hanging tiles and lead flashing. In winter, pipistrelle species may use cavity walls or crevices deep in solid walls.

Brown Long-eared bat

During summer, Brown long-eared bats will use crevices in the roof structure and under the ridge during the day - although they occasionally roost in the open within the roof void and frequently fly within the roof void. They can also be found in roofs during the winter. Long-eared bats tend to prefer older buildings.

Lesser Horseshoe bat

Lesser horseshoe bats use buildings during the summer months. Usually they are found using roof spaces where they need flight access (due to their poor ability to crawl) but they can also use boiler rooms, often situated in cellars or in separate buildings. In the winter, lesser horseshoe bats can make use of unheated cellars for periods of torpor.

Brandt's bat and whiskered bat

These species of bats are crevice dwellers. In the summer months they may use crevices formed by the structure within a roof space. They might also enter roof spaces to fly around. These bats also make use of external features such as hanging tiles soffits, cavity walls and ridge tiles.

Leisler's bat

Leisler's can be found using crevices within buildings during the summer. They are not usually evident within the roof void. In winter, Leisler's make use of cavity walls.

Natterer's bat

In summer, Natterer's bats are frequently found in the crevices of the substantial types of timbers often found in old barns and other buildings.

Bats generally require a variety of elements, that need to be taken into consideration when roosting within a building, these range from temperature and humidity regime within the

roost, aspect and orientation of the roost, size of roost, access points, lighting, materials and perching points. Important roosting sites for bats in buildings include crevices in stone work of old and modern structures, crevices in brick work of chimneys, attics of buildings – old and modern buildings – often behind roofing felt, under ridge tiles or in wall cavities and underground structures associated with older buildings (**Figure 2**).

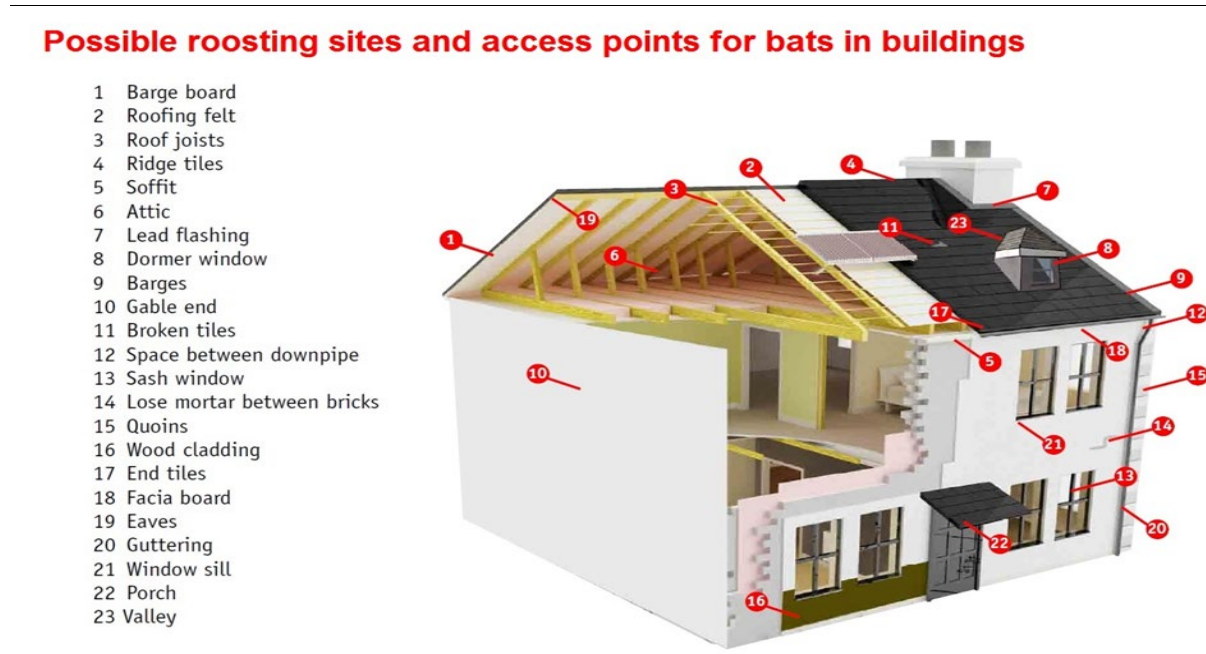


Figure 2: Possible roosting sites for bats in buildings.

To maximise warmth, maternity roosts for example are often located on the south and west of houses or close to sources of heat such as chimneys and boilers. Most species prefer to roost in quite small spaces and are not usually found in open draughty areas like barns. Common and soprano pipistrelles for example are generally found in the inaccessible parts of the roof structure and around its edges and rarely enter the loft space. Where bats are seen in buildings during the winter, they tend to be alone or in small scattered groups, hidden in crevices or under slates and away from sources of heat.

Bats will also often use features such as hedgerows, treelines, woodland edges and waterways as commuting pathways between roosts and foraging areas. Sheltering vegetation, such as treelines, not only acts as cover from potential predators and the weather, but also provides structure for acoustic orientation and navigation. Sheltered areas also allow insects to gather and therefore support bat foraging. Activities which affect these bat flyways are likely to have consequences for bats.

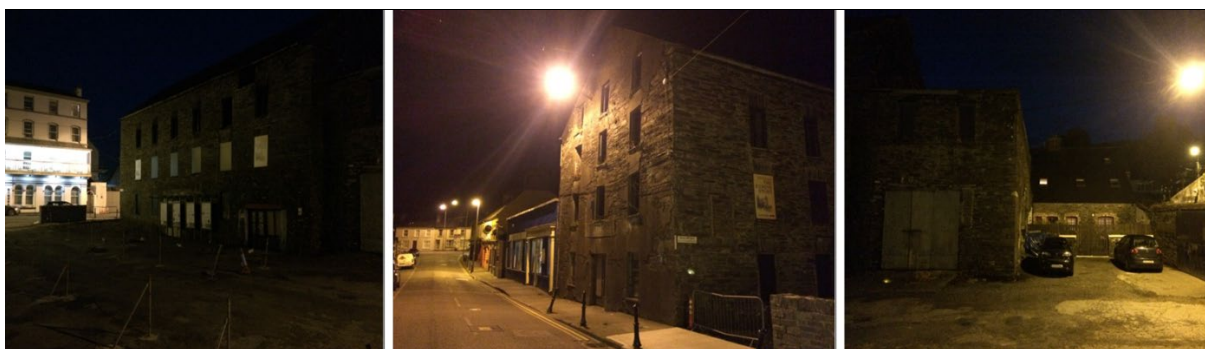
It is noted that the site has the potential to provide ideal habitat for bats, through the presence of man-made structures, nearby treelines and watercourse i.e. the River Ilen. The treelines not only provide feeding habitat and potential roosting habitat but they can also act as a vegetated corridor along which bats can commute into the wider countryside. The riparian habitat also provides a sheltered foraging area, a breeding site for invertebrate prey and, at night, screening from the surrounding artificial lighting of the surrounding developments. As a result, the buildings along and in close proximity to these habitats offer potential roosting sites for bats.

Lighting requirements

All bat species are nocturnal, resting in dark conditions in the day and emerging at night to feed. Many species of bats are known to sample the light levels before emerging from their roost; only emerging for their night's hunting when the light intensity outside reaches a critical level after sunset (Swift 1980). When bats emerge from roosts early in the evening, they tend not to echolocate but rely on eyesight to fly from the roost to adjoining treelines or hedgerows. Where there is too much luminance near exist points, a bats vision can be reduced resulting in disorientation. Light near a roost access point will delay bats from emerging and shorten the amount of time available to them for foraging. Any delays of emergence can reduce feeding periods and affect the overall survival rate of bats. Bright light may reduce social flight activity and cause bats to move away from the light area to an alternative dark area. Illuminating a bat roost can cause disturbance (Downs et al 2003) and this may result in the bats deserting the roost or even becoming entombed within it (Packman et al 2015). In addition to causing disturbance to bats at the roost, artificial lighting can also affect the feeding behaviour of bats. (Bat Conservation Trust, 2018). In most bat species, there is an evening period of activity followed by another at dawn. These two flights correlate with the peak flight times of nocturnal insect prey. Insects are attracted to light particularly if it is a single light source in a dark area. The effects of artificial lighting on drinking resources for bats has been recorded to be stronger than on foraging (Bat Conservation Trust, 2018). Artificial lighting can also increase the chances of predation. It is believed that *Myotis* species shun bright light as a predator avoidance strategy. Many avian predators will hunt bats which may be one reason why bats avoid flying in the day. Lighting can be particularly harmful to bat populations along river corridors, woodland edges, along hedgerows and treelines and at lake edges.

Studies have shown that illumination levels as low as 0.06 lux can have an effect on the behaviour of bats. Even a full moon night (0.02 lux) can reduce bat activity to more sheltered, darker wildlife corridors and foraging areas (e.g. woodlands). The slower flying broad-winged species (Natterer's bats, Daubenton's bats, whiskered bats, Brandt's bats, lesser horseshoe bats and brown long-eared bats) have been shown to avoid street lights. In a study of a roost in Suffolk, UK, the numbers of Natterer's bats, whiskered bats, Daubenton's bats and brown long-eared bats fell after the installation of street lights adjacent to the roost being monitored.

It is noted that due to the location of the development site, which is situated within a urbanised area, is lit by street lighting, security lighting, amenity lights and passing vehicle head lights (**Photograph 5 - 7**).



Photograph 5 - 7: Shows street lighting including attached to the building, resulting in illumination and light spill of the proposed development site.

3.3 Methodology

This report presents the results of an onsite bat emergence survey undertaken on the 24th of June and 04th of July 2019. Bat species were identified in real time in the field using the heterodyne detector and Echo Meter Touch 2 PRO bat detector and recordings on the Echo Meter Touch 2 PRO were reviewed and identified subsequent to the survey. This survey followed the guidelines set out in '*Bat Surveys for Professional Ecologists: Good Practice Guidelines (3rd edn)*' (Collins, J. (ed.), 2016).

Prior to the emergence survey an external and internal inspection of the building was conducted during daylight hours to look for possible emergence points and bat presence. The presence of bats is often shown by grease staining, droppings, urine marks, corpses, feeding signs such as invertebrate prey remains and/or the presence of bat fly *Nycteribiidae* pupae, although direct observations are also occasionally made. Bat droppings are often identifiable to species-level based on their size, shape and content for example brown long-eared (*Plecotus auratus*) and lesser horseshoe (*Rhinolophus hipposideros*) bats, are very distinctive and unmistakable.

Potential roost sites in cavities, cracks, crevices, and under loose render, tiles etc. were examined from the ground and aided by close focusing binoculars for the potential presence of bats at higher elevations from the ground. Where necessary and possible an endoscope was used to examine voids, cracks or crevices deep enough to house bats. This piece of equipment is fitted with a camera and allows visibility of confined spaces and narrow passages potentially used by roosting bats. A high-powered torch was also used to view crevices and other spaces potentially used by resting bats.

The survey was carried out during suitable weather conditions for bats (air temperature of $\geq 8^{\circ}\text{C}$, little wind and dry (**Table 4**). Any visual observations of bats were recorded as part of the assessment, with notes made where possible relating to the activity of the bat, or bats observed. The site survey was also supplemented by reviews of Bat Conservation Ireland's (BCIreland) National Bat Records Database.

Table 4: Dates, times and weather conditions.

Date	Time	Sunset	Dusk	Weather
24/06/2019	21.30 – 00.00	21.59	22.47	Scattered clouds, 15° to 19°C, Rain 0 mm. Visibility good. Light breeze to gentle breeze.

04/07/2019	21.30 00.00	–	21.57	22.43	Scattered clouds, 16° to 19°C, Rain 0 mm. Visibility good. Light breeze to gentle breeze.
Notes	Internally the buildings contain a lot of debris and this made surveying for potential bats signs problematic. In addition, due to health and safety constraints it was not possible to carry out a detailed visual survey of all areas of the buildings. There are restricted views of the southern face of the building due to adjoining dwellings and commercial properties. In terms of the day-time preliminary roost assessment survey, it is noted that sometimes bats can leave no visible sign of their presence. Bats can leave no evidence of their presence on the outside of a building (and even when they do, wet weather can wash evidence away) and can leave no visible sign of their presence even on the inside of a building, particularly where there are hidden cracks, crevices and voids, thus potentially affecting the survey conclusions.				

3.4. Preliminary Roost Assessment & Bat Emergence Survey Results

The focus of the survey was primarily to determine if bats were roosting in the building to be affected by site works. The site was deemed to be of 'Moderate to High' suitability as a roosting habitat based on the The Bat Conservation Trust Guidelines (Collins, J. (ed.) (2016). However light levels in part of the building are high and numerous access and egress points were noted which are used by corvids. A dead swift was also found within the building. The corpse of the swift was missing its head, which is often a sign of raptor predation. Several bird species are known to feed occasionally on bats, mainly birds of prey, but also members of the Corvidae family, which may deter large numbers of bats from roosting within the structure (Speakman, 1991).

Three species were identified during the emergence survey;

1. Soprano pipistrelle (*Pipistrellus pygmaeus*),
2. Common pipistrelle (*Pipistrellus pipistrellus*),
3. Nathusius' pipistrelle (*Pipistrellus nathusii*),

Table 5 below lists each species recorded and the time of first recording relative to the general emergence times.

Table 5: First recordings of each species within the site relative to their approximate emergence times.

Species	Sunset/Dusk Time	First Recording Time	Approximate emergence times of species.
Common Pipistrelle	24/06/2019: 21.59 / 22.47	22.10	Generally, emerge from their roost around 20 minutes after sunset. Emerge earlier on warmer nights. May emerge in
	04/07/2019: 21.57 / 22.43	22.25	

			daylight.
Soprano Pipistrelle	24/06/2019: 21.59 / 22.47	22.35	Generally, emerge from their roost around 20 minutes after sunset. Emerge earlier on warmer nights. May emerge in daylight.
	04/07/2019: 21.57 / 22.43	23.14	
Nathusius' pipistrelle	24/06/2019: 21.59 / 22.47	23.03	Emerges in early dusk i.e. within half an hour.
	04/07/2019: 21.57 / 22.43	23.18	

No bats were recorded emerging from Roycroft Hall. Low numbers of bats were recorded throughout the survey; with Common pipistrelle (*Pipistrellus pipistrellus*) being the most regularly encountered species. While no bats were recorded emerging or re-entering from the building, the first contact with all three species recorded was within the typical emergence times for each species, thus indicating that there may be bat roosts located in this general area.

During the survey period bats were recorded commuting and foraging within the general area. The majority of the species recorded were Common pipistrelle with lesser numbers of Soprano pipistrelle and a single Nathusius' pipistrelle. Due to the nature of the signals and the visual recording of behaviour it is presumed that the majority of these bats were commuting through the development site, heading in a northerly direction towards the River Llen. Bats were noted throughout the survey period foraging along the river bank in proximity to the proposed development site with a maximum of two bats at any one time.

3.5. Discussion of results.

No evidence of bat roosts were recorded. However, based on the type and condition of the structures on site, bats could occasionally use the site for roosting. For example, an individual pipistrelle may use a cavity within the walls or loft of the building as a night roost. Male pipistrelles roost singly or in small groups in buildings in the summer and the building may be used as a day roost, a place where individual bats, or small groups of males, rest or shelter in the day but are rarely found by night in the summer. However, there is no evidence to indicate that the building is being used by bats for roosting at the present time.

Low numbers of bat species were recorded throughout the survey; with Soprano pipistrelle and Common pipistrelle being the most regularly encountered. These findings would suggest the surrounding habitats i.e. River Llen and its riparian vegetation are of local value for foraging bats.

3.6. Mitigation measures for the protection of bats

During the construction of the proposed development, general mitigation measures for bats will follow the National Road Authority's 'Guidelines for the Treatment of Bats during the Construction of National Road Schemes' NRA (2005) and 'Bat Mitigation Guidelines for Ireland: Irish Wildlife Manuals, No. 25' (Kelleher, C. & Marnell, F. (2006)). These documents outline the requirements that should be met in the pre-construction (site clearance) and construction phases of developments to minimise negative impacts on roosting bats, or

prevent avoidable impacts resulting from significant alterations to the immediate landscape. The developer should take all reasonable steps to ensure works do not harm individuals by altering working methods or timing to avoid bats.

- Bat roosting sites can change depending on a variety of factors and therefore the presence of bats should never be ruled out completely.
- As a precautionary measure, bat boxes will be erected under ecological supervision to provide alternative roosting habitat prior to the commencement of works on the building. The siting of the bat boxes will consider both the short-term requirements of bats during construction and the longer-term requirement to promote a viable bat population within the overall site.
- External lighting should be kept to a minimum during construction and operation, at locations where it is likely to disturb bats, and where possible will follow the Bat Conservation Ireland Lighting Guidelines and the Bat Conservation Trust 'Bats and artificial lighting in the UK' 2018 Guidelines, if applicable. Avoid permanent lighting at all times along rivers.

4. Swift

The Common Swift (*Apus apus*) is a summer migrant that breeds throughout Europe and much of Asia. Arriving in early May and leaving in early August for its wintering areas in southern and central Africa. In recent decades, Swift numbers have been in decline throughout many parts of their range, giving much cause for concern. In Ireland, the Bird Atlas 2007-11 shows there has been a 26% loss in range since 1970 and a severe decline in abundance since 1990 (Balmer et al. 2013), while the latest Countryside Bird Survey data show an alarming 39% decline between 2008 and 2013 (Crowe et al. 2014). As a result, Swift is now of conservation concern in Ireland and is Amber-listed (Colhoun et al. 2013).

4.1 Legislation

Swifts within Ireland are protected under the following legislation;

The Bonn Convention on Conservation of Migratory Species of Wild Animals 1979 aims to achieve effective management of migratory species across national or jurisdictional boundaries.

Nationally, other than a small number of 'excluded species' such as crows and pigeons, all breeding birds, their young, nests and eggs are protected under Articles 19 and 22 of the Wildlife Act of 1976. Under the provisions of the act it is inter alia an offence to destroy or interfere with bird's nests. In addition, it is an offence under Section 40 of the Act to remove hedgerows and other vegetation during the bird breeding season for purposes other than agriculture or forestry (defined in Section 46 of the Wildlife (Amendment) Act of 2000 as running from the 1st of March to the 31st of October).

4.2 Habitat and Nesting

Historically Swifts have nested in caves, tree-holes and cliff faces but over time due to habitat loss etc Swifts have begun to nest in man-made buildings. Swifts can nest in very restricted spaces and due to their streamlined shape can squeeze into gaps only a few centimetres in height and width. Throughout most of its breeding range, the Swift nests in cavities in walls or under eaves of houses and old buildings. The birds may crawl a short distance from the access point to the location of the nest.

Swift nest sites are found in the following locations, usually (but not always) over four metres high (Scottish Natural Heritage):

- Inside eaves – in ‘open’ eaves, under the bottom row of tiles, above the gutter, just inside the roof-space;
- In holes – frequently in holes in walls where downpipes have been removed;
- Behind flashings - on brick ends or in holes under loose / missing flashings on chimneys and skylights;
- Inside gables - behind barge boards and gables, on the brick ends;
- Under tiles - under loose or displaced tiles, on the roof timbers or felt;
- Missing pointing - in voids behind gaps between stones or bricks where the pointing has washed out

Swifts are predominately associated with older buildings where they use the gaps under eaves, gaps in pointing and cracks in stonework to nest. As these buildings are renovated, these gaps and cracks are filled in, resulting in the loss of nest sites. Swift nests are made up of material caught by the birds while flying including feathers, thistle down, willow seed and hay. These materials are glued together with the swift’s saliva to form a basic ‘nesting cup’.

Swifts are a colonial species, which pair for life and are what is known as ‘site-faithful’ i.e. they will return to the same nest site for many years. Therefore, any potential loss of nest sites can have a dramatic effect on the population as it is becoming increasingly difficult for them to find a new nest site in which to breed. Generally, modern building practices tend to exclude Swifts from their traditional sites by using materials which seal all gaps and cover ventilation spaces. Wire mesh plates or grids are now used to cover ventilation gaps, and new building materials and techniques do not offer alternative possibilities.

4.3 Methodology

This report presents the results of an onsite Swift survey undertaken on the 24th of June and 04th of July 2019. Survey visits were carried out during fine weather to increase chances of encountering Swifts.

The survey was carried out during suitable weather conditions and commenced in early evening when Swift are there most active around nesting sites. Particular attention was paid to any groups of Swifts in the area. Throughout the summer groups of Swifts can be seen forming what are known as ‘screaming parties’. If these ‘screaming parties’ are encountered flying close to a building repeatedly, it is a good indicator that there is/was a Swift nest site in there. The nest will not be visible from outside the building but a white splash below a small gap can sometimes help to give the location away. Any visual observations of Swifts were

recorded as part of the assessment, with notes made where possible relating to potential nesting sites.

4.4. Swift Survey Results

The focus of the survey was primarily to determine if Swifts were nesting in the building to be affected by site works.

A total of fourteen Swifts were noted at any one time, forming screaming parties. Based on observations it was determined that 5 to 6 nests exist within the building (**Figure 3**). These nests are concentrated along the northern and eastern face of the building. Potential nests were noted within gaps in stone work near the eaves of the building and within the main wall structure. Further nests were noted within the gaps in a window frame to the east of the building and within a gap in the stone work below a window frame. A dead swift was also found within the building.



Figure 3: Location of potential Swift nests.

It is noted, that of the Swifts recorded, a number are considered young birds based on behaviour. These juvenile birds, known as 'bangers', are too young to breed in this current calendar year but will prospect nesting sites by brushing or 'banging' the entrance with their wings. Resident birds respond by coming to the entrance and screaming. This continues throughout the breeding season.

4.5. Mitigation measures for the protection of Swifts

The developer should take all reasonable steps to ensure works do not harm individuals by altering working methods or timing to avoid Swifts.

A full survey for evidence of Swifts occupation should be conducted, by a suitably qualified person, no more than 3 days before development works start should they commence during the summer period to ensure no offence is committed under the Wildlife Act.

Works should not be initiated or undertaken between early May and late August if Swifts are suspected to be in residence.

Swifts are long-lived and faithful to their nest sites from year to year, and it is known that individual pair will not readily move to a newly provided colony. Newly available sites are most likely to be occupied by new pairs if they are attracted to the area by other birds. Therefore, it is essential that any provision and placement of alternative nest sites must be guided by information on where Swifts are currently nesting.

There is now a wide variety of integral Swift nestboxes (hollow blocks sized to hold a nest) on the market which have been designed to fit in with building standards. Integral nestboxes are preferable to external boxes as they need no maintenance and will last longer. They should be fitted either on a side of the building that gets some shade during the day, under an overhang or under the eaves, to give protection from heat, but not over windows or near to vents. They should be sited at least 5 metres above ground, with clear adjacent airspace so the birds can access them in high-speed direct flight. Ensure predators do not have easy access (e.g. by climbing up creepers or flying in from close perches). Where possible place boxes up close under fascia/soffit or gutter to stop predators pearching on top. Avoid positioning nest boxes above obstacles where possible, Swifts drop from entrance holes before taking flight meaning they could accidently collide with structures below the nest. Windowsills, outdoor lights and pipes are some examples.

Swifts are colonial birds which prefer the company of other Swifts. With this in mind, always try to install a nest box with multiple nest cavities or attach several single-cavity nest boxes to a building

5. Conclusions & additional information

No evidence of bat roosts was recorded. However, based on the type and condition of the structures on site, bats could occasionally use the site for roosting. Thus the provision of bat roosting boxes is recommended.

Swifts are nesting in the building. In addition, Feral pigeon (*Columba livia f. domestica*) breeding in high abundance within the two-storey structure along the western face of the building. Barn Swallow (*Hirundo rustica*) nests were noted within Roycroft Hall but none were occupied at the time of the site surveys.

The relevant legislation requires the presence of the species and their habitats in buildings to be taken into account in planning and performing construction works. If necessary, new nesting and roosting sites must be created to compensate those destroyed during the reconstruction. Installation of special boxes for Swifts and bats has proven to be an effective compensation measure.

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