

Preliminary inspection

Inspect the substrate and ensure it is fit to receive the specified coating, produce the specified finish and comply with the relevant documents and standards which specify minimum standards of substrate preparation and their tolerances. These can be, but are not limited to AS2311-2009 and AS2312.1-2014.

All notices of unfit substrate should be made in writing immediately after the problem is detected. Commencement of application of the coating to the substrate shall be deemed to mean that the Contractor has certified that the surface is fit for the receipt of the specified coatings. It is the responsibility of the Contractor at the time of preparing the sample reference area (see below) to advise the Superintendent if the substrate condition and preparation is not of sufficient standard to produce the specified finish.

Substrate Preparation: Use filler tinted to match the substrate if the finish is transparent. Un-painted substrates to be made good and free of all holes, marks, thoroughly cleaned of all dirt, dust, oil, silicone, contaminates, dust, and other loose matter, and thoroughly dried and prepared in accordance with any other specific recommendations of the manufacturer of the paint product prior to painting.

Existing painted surfaces: Where practical and necessary remove existing surface coatings from all surfaces prior to painting. Painted surfaces which are in sound condition are to be sanded to a feather-edge where adjoining to an unpainted surface, thoroughly cleaned to be free of all dirt, oil, silicone, contaminates, chalky residue, thoroughly dried, and prepared in accordance with any other specific recommendations of the manufacturer of the paint product prior to painting.

Paint application: Apply the first coat immediately after substrate preparation and before contamination of the substrate can occur. Ensure each coat of paint or clear finish is uniform in colour, gloss, thickness and texture, and free of runs, sags, blisters, or other discontinuities.

Paint system description: If a paint of clear finish system is referred to only by its final coat (for example by the manufacturer's brand name, or the generic name) use in addition to the final coat, the appropriate stains, primers, sealers and undercoats, suitable for the substrate and compatible with the finish coat and each other.

No system description given: If a surface is to be painted but no system is nominated select the system from AS2311 Section 5, using System 1 where a choice is offered.

Number of coats: Unless specified as one coat of two coat systems, each paint system consists of not less than three coats. Provide additional coats if necessary to:-

- Prepare porous or reactive substrates with prime or seal coats consistent with the manufacturer's recommendations;
- Achieve the total film thickness or texture; or achieve a satisfactory opacity.

Colours: Colours will be confirmed by the Principal. It shall be the Contractors responsibility to ensure consistent colour coverage. Adequate stocks of material should be delivered to site to complete a single elevation or specified area at one time. If more than one container of tinted or hand mixed colour is to be used, they shall be boxed to guard against possible colour variations. Where large areas are to be coated, pre-mixed factory tinted material shall be ordered well in advance of application schedule.

External durability of colour will be assessed as per AS2700. Various colours may not have warrantable external performance therefore Colour Schedule should be referred to *Taubmans* prior to application.

Material Safety Data Sheets: Obtain all relevant Material Safety Data Sheets (MSDS) showing the health and safety precautions to be taken during application of all products and be responsible for implementing those precautions. Copies of all relevant MSDS shall be provided by the Contractor to the Superintendent.

Inspection

The Superintendent or representative authorised by the Superintendent may carry out examination of the work on behalf of the Superintendent and such shall have reasonable access to the site for this purpose. Hold points for inspection shall be established between the Superintendent and the Contractor before commencing work.

Defective work shall be marked with chalk, adhesive inspection labels or masking tape.

Advise the Superintendent in sufficient time to be in attendance without unnecessary delay or hindrance to the progress of work.

Warranties

The painting works shall be performed by a Contractor approved by the manufacturer, and the painting material and application shall be guaranteed by the Contractor for a minimum of seven years. An additional 'back-to-back' warranty shall be supplied by the manufacturers for materials.

Taubmans Project Specific Paint Specification



24 September 2021

Our Reference: 1670351 - Leigh Harrington
Claim Reference: 99823 DRP

Vero Insurance

Via Email: claims@vero.com.au
Via In4mo

FOURTEENTH REPORT - STORM AND WATER DAMAGE CLAIM

NAME AND ADDRESS OF INSURED Strata Plan 85881
8 Morley St, Sutherland, NSW, 2232

E-MAIL ADDRESS Strata Manager: Ms Kerry Craig
Phone: 02 8582 1100
Email: kerry@southernstrata.com.au

Broker: Maryanne Taylor
Email: maryanne_taylor@coverforce.com.au

GST INFORMATION **GST Status:** Registered
ABN: 59 129 518 776
ITC on GST claimed against premium: 100%

SITUATION OF LOSS 8 Morley St, Sutherland, NSW, 2232

DATE OF LOSS 09-February-2020

CAUSE Water ingress as a result of storm event

POLICY DETAILS **Policy No.:** LNG-STR-542789
Cover: Residential – LONGRSI 07/11/18
Expiry: 23 March 2020

DEDUCTIBLE \$2,500.00 per event

Description	Sum Insured	Reserve	Payments Previously Recommended	Payment Currently Recommended	Balance of Reserve
Building	\$32,260,000.00	\$80,000.00	\$75,140.23	Nil	\$4,859.77
Temporary accommodation	\$4,839,000.00	\$25,000.00	\$23,707.39	Nil	\$1,292.61

1 INTRODUCTION

- 1.1 Upon receiving your instructions on 17 February 2020, we subsequently contacted Ms Kerry Craig of Southern Strata, the Strata manager for the risk address and were advised that we were unable to attend site as cause of damage repairs were currently underway. As such, we will be progressing this file as a desktop claim.
- 1.2 Insurers will recall that this matter arose after storm water entered several Lots causing Lot 101 to become uninhabitable. Ongoing maintenance works are bring completed to ensure the building is watertight. we have now been able to confirm these works are now complete.
- 1.1 The purpose of this report is to provide insurers with an update on this matter and to recommend payment as outlined below

2 DEVELOPMENTS

- 2.1 We are in receipt of additional Tax Invoices that have been provided to us by the policy holder regarding this matter. We enclose a copy of the outstanding Policy Holder Invoices for your reference and break them down as per the below summery.
- 2.2 They are summarised as below
- \$6,222.00 (Excl GST) HRS Australia 13/10/20-16/11/20
 - \$8,213.00 (Excl GST) Danny Berti (landlord at same premises that was originally arranged through HRS)
 - \$23.45 see below for short paid amount received from the settlement dated 30/7/20
- 2.3 The enclsioied Tax Invoice from HRS to the value of \$6,222.00 (Excl GST) is reflective of the costs borne by the body corporate for the temporary accommodation for Ms Bell from 13/10/20-16/11/20. We have reviewed the enclsioied invoice and can confirm that it was required for owner to be vacated. As such, we formally recommend the reimbursement of the enclosed HRS Tax Invoice to the value of \$6,222.00 (Excl GST) in the payment table below.
- 2.4 In addition, we note that there was an error in our payment receomendiaons dated 30 July 2020 in that the amount that was recommended was short to the value of \$23,45. This error on my part was subsequently forgotten about. As such, we now formally recommend the settlement of \$23.45 in the payment table below.
- 2.5 Further to the above, we are in receipt of a Tax Invoice supplied by the Body Corporate. A copy of the Tax Invoice supplied by Mr Danny Berti to the value of \$8,213.00 (Incl GST) is enclosed for your reference. The Tax invoice is reflective of the costs associated with the required temporary accommodation of the Lot owner from 14 -23 December 2020. This was in line with the tender provided by HRS.
- 2.6 We have reviewed the enclosed invoice and can confirm it to be all for the accommodation at that time, as such we formally recommend reimbursement to the policy holder in the payment summery below.

3 PAYMENT RECOMMENDED

PAYEE	BANK DETAILS AND REMITTANCE EMAIL OR CHEQUE POSTAL ADDRESS	PAYMENT DESCRIPTION	GROSS AMOUNT	LESS GST	LESS EXCESS	NET PAYMENT
Strata Plan 85881	BSB 182 222 Account 2645 93 492	Accom 13/10/20- 16/11/20	\$6,222.00			\$6,222.00
Strata Plan 85881	BSB 182 222 Account 2645 93 492	Shortfall	\$23.45			\$23.45
Strata Plan 85881	BSB 182 222 Account 2645 93 492	Accom 14 -23 December 2020	\$8,213.00			\$8,213.00

4 FURTHER ACTION

- 4.1 We await the submission of the final Tax Invoice from Advanced Building to bring this matter to an initial conclusion. We anticipate the remaining maintenance works being done to the building in the coming months.

5 APPENDICES

HRS Tax Invoice

Mr Danny Berti Tax invoice

Leigh Harrington

Crawford & Company (Australia) Pty Ltd
 Direct E-mail: leigh.harrington@crawco.com.au
 Direct Phone: 03 863469644
 Web: www.crawfordandcompany.com



RHM Consultants

Level 4 224 Victoria Road
Drumhoyne NSW 2047 Australia
PO Box 250 Drumhoyne NSW 1470

Telephone +61 2 9819 6022

Facsimile +61 2 9819 7134

www.rhmengineers.com

TENDER DOCUMENTATION

FOR

RESIDENTIAL REMEDIAL BUILDING WORKS

AT

51-53 MERTON & 68-70 ETON STREETS, SUTHERLAND

PREPARED FOR

THE OWNERS – STRATA PLAN 85881

THROUGH

**SOUTHERN STRATA
PO BOX 98
GYMEA NSW 2227**

PREPARED BY

**RHM CONSULTANTS PTY LTD
ENGINEERING & BUILDING DIAGNOSTICS**

ISSUE DATE: 21st April 2021

REFERENCE: 20-2163 030421 SPECIFICATION CT REVISED1



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APPENDIX E – Tender Form & Work Packages Schedule



1.0 CONDITIONS OF TENDERING

1.1 PROJECT INFORMATION

1.1.1 Description of the works

Residential remedial building works as outlined in *Section 4.0 Building Works*.

1.1.2 Description of the site

Address: 52-53 MERTON & 68-70 ETON STREETS, SUTHERLAND
Strata Plan Number: 85881

1.1.3 Tender documents

The Tender Documents comprise the following:

- Conditions of tendering
- AS4905-2002 Minor works contract conditions (*Superintendent administered*)
- Special conditions of contract
- Preliminaries
- Building works
- APPENDIX A – General Painting Specification
- APPENDIX B – Data Sheets
- APPENDIX C – Taubmans External Painting Specification
- APPENDIX D – Building Plans, Site Plan & Strata Plan
- APPENDIX E – Tender Form & Works Packages Schedule

1.2 FURTHER INFORMATION

1.2.1 Contact person

Refer inquiries to the following:

- Name: Garth Hyslop
- Telephone: 0400 438 640
- Email: garth@theproject.studio

1.2.2 Site inspections

The Contractor shall fully inform themselves of the site requirements and conditions. Location information is contained on the relevant tender documents.

A tender site meeting will be conducted on **TBC**.

1.2.3 Site access

Site access should be coordinated with the Contact Person.

1.2.4 Addenda

Written addenda issued by the Superintendent are the only recognised explanations of, or amendments to, the tender documents.



1.3 PREPARATION OF TENDERS

1.3.1 Completion of the Tender

Tender for the whole of the work described in the tender documents unless the Tender Documents provide otherwise.

Complete in full the *Tender Form* and supply the following documents.

- Tender Form;
- Proof of insurances,
- Contractors licences;
- Construction Program and methodology.

Alterations: Do not alter or add to Tender Documents except as may be required by these conditions of tendering.

1.3.2 Tender Form

Form: Submit the tender on the *Tender Form* provided.

Addenda: Confirm on the *Tender Form* that allowance has been made of each addendum (if any) and any extensions of the tender period.

Name and address of tenderer: State, or provide,

- If an individual, the name in full and address of the individual.
- If an un-incorporated body, the registered business name and address of the body and the name in full and address of each member of the body.
- Company seal if applicable.
- If a company, the name, ABN and registered office address of the company.
- Licence number.

Address for service of notices: Include on the *Tender Form* an address for service of notices for the purpose of this tender and any subsequent contract arising out of this tender.

Execution: Sign the *Tender Form* or, if a company, comply with the relevant provisions of the Corporations Law and regulations.

1.3.3 Alternatives

General: Alternative proposals may be submitted with the tender for consideration, but:

- a conforming tender must be submitted, which complies with the tender documents, and
- a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the requirements of the tender documents whilst complying with the Principal's commercial and technical objectives.



1.3.4 Discrepancies, errors and omissions

Should the Contractor find any discrepancy, error or omission in the tender documents, he shall notify the Principal in writing before the closing date for tenders. Generally the materials and workmanship clauses shall apply as shown on the Tender drawings.

1.3.5 Evidence of Contractor's registration or licensing

If it is a statutory requirement of the state or territory in which the works are located that a Contractor (as defined by the statutory requirement) be registered or licensed to carry out the work described in the tender documents, submit with the tender evidence of registration or licence.

1.3.6 Evidence of Contractor's insurance details

The Contractor shall submit with the tender, evidence of eligibility or currency for:

- Home Building Compensation Fund (HBCF) Insurance.
- Public Liability Insurance.
- Workers Compensation Insurance.
- Contractor All Risk Insurance.

1.4 SUBMISSION OF TENDERS

1.4.1 Lodgement

Electronic mail: Electronic mail tenders received by the date and time for closing of tenders may be considered provided that an original tender is received by close of business on the next working day accompanied by evidence of the electronic mail submission.

Oral tenders: Oral tenders will not be considered.

1.4.2 Closing of tenders

Date and time:

TBC

1.4.3 Place for lodgement

Electronic mail:

garth@theproject.studio

1.5 ACCEPTANCE OF CONTRACT

The completed tender documents together with an acceptance in writing from the Principal (or *The Project Studio Services* on behalf of the Principal) shall form the Contract between the Principal and the Contractor until such time as a formal written contract is signed by both parties. Note the Principal is not bound to accept the lowest or any tender.

1.6 GOODS AND SERVICES TAX (GST)

In this clause terms used have the meaning given to them and as defined in Section 195-1 of the Goods and Services Tax Act 1999.

The tender sum submitted by the Tenderer shall include provision for the Goods and Services Tax (GST) in accordance with Australian Taxation Office requirements.

The Contractor must be a GST registered entity. If the Principal requests written evidence of the Contractor's GST registration, the Contractor must promptly produce such evidence.

If either the Principal or Contractor (for the purposes of this clause the "**Supplier**") makes a supply under or in connection with this Contract and is liable by law to pay GST on that supply, the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

If the Contract requires either the Principal or Contractor to pay for, reimburse or contribute to any expense, loss or outgoing ("**reimbursable expense**") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.

If either the Principal or Contractor has the benefit of an indemnity for a cost, expense, loss or outgoing ("**indemnified cost**") under the Contract, the indemnity is for the indemnified cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the indemnified cost.

Each party agrees to do all things, including providing invoices or other documentation containing stipulated information that may be necessary or desirable to enable or assist the other party to claim any set off, rebate or refund in relation to any GST included in any payment made under the Contract.

1.7 HOME BUILDING COMPENSATION FUND (HBCF) INSURANCE

In accordance with the Home Building Act 1989 and the Home Building Amendment (Insurance) Acts (2002 and 2014), the Tenderer shall be eligible to obtain a Home Building Compensation Fund (HBCF) insurance policy for all building works included in *Section 4.0* of this Tender Documentation, provided the total cost of the works exceeds \$20,000.00 (GST included). The Contractor shall not take out the HBCF insurance policy until such time that the contract agreement has been executed by the Principal and the cooling off period has expired.



1.8 COOLING OFF PERIOD

In accordance with the Home Building Act 1989 (NSW) the contract agreement is subject to a cooling off period of five (5) clear business days within which the Principal may rescind (cancel) the contract agreement. The total contract sum must exceed \$20,000.00 (inclusive of GST) before this clause is applicable.

The five (5) day period excludes weekends, NSW public holidays and 27-31 December inclusive.

The cooling off period is available to the Principal for:

- Five (5) days after they have received their copy of the signed contract, or
- Five (5) days after they become aware that they should have been given a copy of the signed contract.

The Principal may cancel the contract by way of a written notice, which should clearly state that the contract is cancelled

This notice must be:

- Given to the holder of the contractor licence personally, or
- Left at the address shown in the contract as the address of the holder of the contractor licence, or
- Served on the holder of the contractor licence in accordance with any notice or service in provision in the contract.

If the contract is cancelled the Contractor is entitled to a reasonable price for the work carried out under the contract to the cancellation date



1.9 RETENTION MONEYS

As per Item 8 of the Annexure to A54905-2002, Retention Moneys, both parties agree that retention moneys will NOT be held if the total contract sum (GST included), is less than or equal to \$50,000.00.

If the contract sum is greater than \$50,000.00 (GST included), then Item 8 of the Annexure will apply with the retention moneys as follows:

a) Work incorporated into the works and any work or items for which a different amount of retention is not provided,

Retention Sum: Deduct 10% of each payment certificate until 5% of the Contract Sum is reached.

b) Items off-site but not yet incorporated into the works;

Retention Sum: 10%.



2.0 CONDITIONS OF CONTRACT and ANNEXURE

2.1 CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Australian Standard AS 4905-2002, *Minor works contract conditions (Superintendent administered)* incorporating the ANNEXURE (Section 2.3) and SPECIAL CONDITIONS OF CONTRACT (Section 2.2).

2.2 SPECIAL CONDITIONS OF CONTRACT

Amend AS4905-2002, *Minor works contract conditions (Superintendent administered)*, Clauses as stated below.

Clause 1 – Interpretation and construction of Contract

Add the following terms:

<i>provisional sum</i>	<i>includes monetary sum, contingency sum and prime cost item for work, which is not fully specified in the Contract when the contract is entered into.</i>
<i>provisional quantity</i>	<i>refers to the quantity of an item of work which is fully specified in the Contract when the Contract is entered into but the quantity of which is not defined at that date.</i>
<i>business day</i>	<i>means any day which is not:</i> <i>a) a Saturday, Sunday or public holiday in New South Wales; or</i> <i>b) 27, 28, 29, 30 and 31 December;</i>
<i>constructional plant</i>	<i>means appliances and things used in the execution of the work under the Contract but not forming part of the Works.</i>
<i>contract sum</i>	<i>means:</i> <i>a) where the Principal accepted a lump sum, the lump sum;</i> <i>b) where the Principal accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the schedule of rates, or</i> <i>c) where the Principal accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b).</i> <i>including Provisional Sums but excluding any additions or defections which may be required to be made under the Contract.</i>
<i>GST</i>	<i>has the meaning given in Section 195-1 of the GST Act.</i>
<i>GST Act</i>	<i>means A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
<i>occupier's liability</i>	<i>means a liability arising at law in connection with a breach of a duty of care arising at law in connection with the occupation of the premises.</i>



temporary works means works used in the execution of the work under the Contract but not forming part of the Works

Clause 2 - Nature of Contract

Add new Subclause.

2.3 Provisional Sum

A provisional sum included in the contract shall not itself be payable by the Principal, but where the Superintendent has directed the Contractor to perform the work or item to which the provisional sum relates, reasonable rates or prices shall be used in any valuation made by the Superintendent.

Clause 6 – Assignment and subcontracting

Add new paragraph to Subclause **6.2 Subcontracting**:

The Contractor shall be liable to the Principal for the acts, defaults and neglects of any sub-contractor or any employee or agent of the sub-contractor as fully as if they were the acts, defaults or neglects of the Contractor or the employees or agents of the Contractor.

Clause 7 - Legislative requirements

Delete both paragraphs and Add new Subclauses:

7.1 Complying with Statutory requirements

The Contractor shall comply with the requirements of –

- (a) Acts of the Commonwealth;*
- (b) Acts and Ordinances of the State or Territory in which the WUC or any part thereof is carried out;*
- (c) Ordinances, regulations, by-laws, orders and proclamations under the Acts and Ordinances;*
- (d) Persons acting in the exercise of statutory powers enabling them to give directions affecting the WUC.*

If a requirement is at variance with a provision of the Contract, as soon as the Contractor discovers the variance the Contractor shall notify the Superintendent in writing specifying the difference.

Except to the extent that the Contract provides for reimbursement in respect of a requirement referred to in Clause 7.1 the Contractor shall bear the cost of complying with the requirement, whether the requirement existed at the time of tendering or not, if the Contractor knew or should have known of the requirement.



7.2 Payment where there is no variation.

If a requirement does not necessitate a variation under Clause 22 but is –

- (a) a change after the 28th day prior to the date of closing of tenders in a requirement referred to in Clause 7.1(a), (b) or (c); or*
- (b) a requirement referred to in Clause 7.1(d), which necessitates a change in the Temporary Works or the Contractor's method of working and thereby causes the Contractor to incur more or less cost than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 22.*

7.3 Notices and fees

The Contractor shall give the notices necessary to comply with the requirements referred to in Clause 7.1.

The Contractor shall pay any fees or charges necessary to comply with the requirements referred to in Clause 7.1.

If a requirement necessitates the provision or expansion of services of a municipal, public or statutory authority in relation to the Works or the Temporary Works, the Contractor shall pay any fee or charge payable to the authority for the services and to the extent to which the services are not included in the work under the Contract, the fee or charge shall be reimbursed by the Principal to the Contractor

If after the 14th day prior to the closing of tenders, there is required to be paid by the Contractor to a municipal, public or statutory authority in relation to the Works or the Temporary Works –

- (a) an increase or decrease in a fee or charge, the difference shall be valued under Clause 22; and*
- (b) there is a new fee or charge, that fee or charge shall be reimbursed by the Principal to the Contractor.*

7.4 Documents evidencing approvals of Authorities.

The Contractor shall give the Principal copies of documents issued to the Contractor by municipal, public or statutory authorities in respect of the work under the Contract and, in particular, any approvals of work.

Clause 9.3 & 10.1 – Indemnity

The following is added as a continuation of sentences (a) – (d) at the end of the fifth paragraph of Clause 10.1 and at the end of the first paragraph in Clause 9.3:

(except to the extent that such act or omission was a breach of a duty of care giving rise to occupier's liability).



Clause 13 – Insurance of employees

Delete paragraph 3 and replace with:

The Contractor shall ensure that all subcontractors have similarly insured their employees and shall, on request, provide the Superintendent with evidence of the same.

Clause 15 – Superintendent

After the first paragraph Add:

The Principal shall ensure that at all times the Superintendent –

(a) acts honestly and fairly;

(b) acts within the time prescribed under the Contract or where no time is prescribed, within a reasonable time;

(c) arrives at a reasonable measure or value of work, quantities or time, and

(d) “gives directions as appropriate with which the Contractor shall comply”. Where “direction” includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement”

Clause 17 – Site

Add new paragraph after paragraph four:

If the Contractor discovers an error in the position, level, dimensions or alignment of any work under the Contract, the Contractor shall immediately notify the Superintendent and unless the Superintendent otherwise directs, the Contractor shall rectify the error. If the error has been caused by incorrect information, survey marks or data supplied by the Superintendent, the cost incurred by the Contractor in rectifying the error shall be valued under Clause 22.

Insert new clause, **Clause 17A – Latent conditions** after **Clause 17 – Site**:

CLAUSE 17A – Latent conditions

17A.1 Definition

Latent Conditions are –

(a) Physical conditions on the Site or its surroundings, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by the Contractor at the time of the Contractor’s tender if the Contractor had:



i. examined all information made available in writing by the Principal to the Contractor for the purpose of tendering; and

ii. examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquires; and

iii. inspected the site and its surroundings; and

b) any other conditions which the Contract specifies to be Latent Conditions.

17A.2 Notification

If during the execution of the work under the Contract, the Contractor becomes aware of a Latent Condition, the Contractor shall forthwith and where possible before the Latent Condition is disturbed, give written notice thereof to the Superintendent.

17A.3 Extension of Time and Cost

Delay caused by a Latent Condition may justify an extension of time under Clause 20. If a Latent Condition causes the Contractor to –

(a) carry out additional work;

(b) use additional Constructional Plant, or

(c) incur extra cost (including but not limited to the cost of delay or disruption)

which the Contractor could not reasonably have anticipated at the time of tendering, a valuation shall be made under Clause 22.

17A.4 Time Bar

In making a valuation pursuant to Clause 17A.3, regard shall not be had to the value of additional work carried out, additional Constructional Plant used or extra cost incurred more than 28 days before the date on which the Contractor gives the written notice required in the first paragraph of Sub-clause 17A.2.

Clause 18 – Materials and work

Add Subclause:

18.3 Acceptance of Defective Material or Work

The Superintendent may notify the Contractor that the Principal elects to accept the material or work notwithstanding that it is not in accordance with the Contract. In that event the resulting increase or decrease in the value to the Principal of the Works and any other loss suffered by the Principal shall be valued under Clause 22.

Clause 19 – Programming and suspension

After paragraph four add the following paragraphs:

As soon as the Superintendent becomes aware that the reason for any suspension no longer exists, the Superintendent shall direct the Contractor to recommence work on the whole or on the relevant part of the work under the contract.

The Superintendent may direct in what order and at what time the various stages or parts of the work under the Contract shall be performed. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall notify the Superintendent in writing, giving reasons.

If compliance with the direction causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 22.

Clause 20 – Time and progress

In Subclause **20.3 Extension of time** delete the second sentence of the first paragraph.

Add the following to the last sentence in paragraph two in Subclause **20.3 Extension of time**:

of such duration as he considers appropriate. This power is conferred upon the Superintendent exclusively for the benefit of the Principal and the Superintendent shall be under no obligation to exercise the power at any time or for any reason.

After paragraph two in Subclause **20.3 Extension of time**, Add the following paragraph:

In determining a reasonable period of time for an event causing delay, the Superintendent shall have regard to whether the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

Clause 23 – Payment

Clauses 23.1 and 23.2 are deleted and replaced with the following:

23.1 Progress claims

The *Contractor* shall be entitled to a progress payment on and from each reference date as defined in section 8(2) of the Building and Construction Industry Security of Payment Act 1999 (“**Payment Act**”) in the amount to which the *Contractor* is entitled in accordance with section 9(a) of the Payment Act.

Determining the reference date

For the purpose of determining a reference date as defined in section 8(2) of the Payment Act the dates on which a claim for a progress payment may be made (in relation to work carried out or undertaken to be carried out (or related goods and services supplied or undertaken to be supplied) under this *Contract*) are set out in or are as determined in accordance with *Item 16* and the following, which apply despite any other provision of this *Contract*:

- (a) there is no date on which a claim for a progress payment may be made after *practical completion*; and
- (b) a date on which a claim for a progress payment may be made does not arise unless the *Contractor* has first provided the Subcontractor's Statement Regarding Worker's Compensation, Payroll Tax and Remuneration required under and in accordance with clause 24.1 in respect of the corresponding proposed payment claim.

Amount

The amount of a progress payment to which the *Contractor* is entitled in respect of the *Contract*, in accordance with section 9(a) of the Payment Act, is to be the amount calculated in accordance with the following terms of this *Contract*:

- (a) the amount is:
 - (i) in respect of work for which the corresponding portion of the *Contract Sum* is a lump sum, a percentage of that lump sum that reflects the percentage of *the Works* completed as at the reference date for that progress payment, less the deductions in the following sub-clause (b); and
- (c) the deductions in this sub-clause are:
 - (i) any amounts previously paid by the *Principal* to the *Contractor* under the *Contract* in respect of *the Works*;
 - (ii) the estimated cost to rectify any defects or non-compliances in *the Works* as completed;
 - (iii) the cost to rectify any damage (including without limitation to *the Work* or the property) that the *Contractor* is obligated to rectify under the *Contract*;
 - (iv) any retention moneys to be held by the *Principal* as security; and
 - (v) any other amount that is due from the *Contractor* to the *Principal* in connection with the *Contract* or that the *Principal* is entitled to withhold under the *Contract*; and
- (d) in so calculating the amount of such a progress payment the percentage of *the Works* completed and the percentage of the *Contract Sum* are to be determined as far as possible on an itemised basis according to the itemised divisions of types or categories of works upon which the *Contract Sum* was calculated or into which the *Contract Sum* is divided, including without limitation prime cost items or provisional sums or allowances.

23.2 Certificates

The *Superintendent* shall, within 10 business days of a payment claim being made, assess the claim and provide a progress certificate to the *Principal* and the *Contractor* stating the amount due to the *Contractor* (even if that amount is zero).



Each progress certificate must:

- (a) identify the payment claim to which it relates; and
- (b) indicate the amount of the payment (if any) that it is proposed that the *Principal* make ("proposed amount").

If the proposed amount is less than the claimed amount, the certificate must indicate why the proposed amount is less and (if it is less because the respondent is withholding payment for any reason) the respondent's reasons for withholding payment.

The *Contractor* agrees that, unless the *Principal* elects otherwise by notice in writing to the *Contractor*, a progress certificate provided by the *Superintendent* to the *Contractor* in accordance with this Contract will be a payment schedule provided by the *Principal* to the *Contractor* under the Payment Act for any payment claim to which it relates (and will have been so provided in a manner as may be provided under this Contract for the purposes of section 31(1)(e) of the Payment Act).

The *Principal* will pay the amount set out in each progress certificate, if any, to the *Contractor* within 5 business days of the provision of the progress certificate by the *Superintendent*, or if no such certificate was provided, the amount of the claim.

Neither a progress certificate nor a payment of moneys shall be evidence that the subject WOC has been carried out satisfactorily. Payment other than final payment is payment on account only.

Nothing in this Contract prohibits the *Principal* from making payment to the *Contractor* on account as and when it may in its sole discretion decide.

Clause 25 – Default or insolvency

In Subclause 25.11 Insolvency:

In paragraph (A) the words "subclause 25.4(a)" are deleted and replaced with the words "subclause 25.4".

Clause 27 – Dispute resolution

Delete the second paragraph in Subclause 27.2 Conference and replace with:

If the dispute has not been resolved within 28 days of service of the notice of dispute, that dispute shall be submitted to an expert in accordance with, and subject to, the Resolution Institute (formerly the Institute of Arbitrators & Mediators Australia) Expert Determination Rules.

Delete Subclause 27.3 Arbitration

Insert new

clause, **Clause 28 – Work Health and Safety**



Clause 28 – Work Health and Safety

All works shall be undertaken in accordance with Work, Health & Safety Act 2011 (NSW) and the Work, Health & Safety Regulation 2011 (NSW).

Insert new clause. **Clause 29 – Care and Skill**

Clause 29 – Care and Skill

Without limiting any other obligation of the Contractor under this Contract, the Contractor warrants that it and its officers, employees, agents and contractors will at all times be suitably qualified and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of Work under Contract.



2.3 ANNEXURE

ANNEXURE to the Australian Standard

AS4905-2002 Minor works contract conditions (Superintendent administered)

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the Contract, is to be attached to these Minor works contract conditions and shall be read as part of the Contract.

Item

- | | | |
|---|---|---|
| 1 | The Principal:
(Clause 1) | <i>The Owners – Strata Plan 85881</i> |
| 2 | The address of the Principal: | <i>51-53 Merton & 68-70 Eton Streets
SUTHERLAND NSW 2232
(site address)</i>

<i>c/- Southern Strata
PO BOX 98
GYMEA NSW 2227
(address for service of notices)</i> |
| 3 | The Contractor:
(Clause 1) | <i>TBA
ABN: TBA
Licence No: TBA</i> |
| 4 | The address of the Contractor | <i>TBA
TBA
(Phone)
(Fax)</i> |
| 5 | The Superintendent:
(Clause 1) | <i>The Project Studio Services Pty Ltd
ABN: 36 610 223 946</i> |
| 6 | The address of the Superintendent: | <i>2/22 Cooper Street
SURREY HILLS NSW 2010
(Phone) (02) 9521 7619</i> |
| 7 | The period of time for Practical
Completion:
(Clause 1) | <i>TBA weeks (TBA days)
after the Date of possession of site
(as adjusted pursuant to the Contract)</i> |



8	Retention moneys:	
	a) Work incorporated into the works and any work or items for which a different amount of retention is not provided	<i>(Refer Section 1.9)</i>
	b) Items off-site but not yet incorporated into the works (Clause 3)	<i>(Refer Section 1.9)</i>
9	Amount of limit of indemnity for: damage to persons and property (subclause 10.1 (a))	\$20,000,000.00
10	The amount of contract works insurance cover (Clause 11)	\$..... (If nothing stated, the Contract Sum plus 20%)
10A	The party to effect a contract works policy of insurance: (Clause 11)	<i>The Contractor shall effect such policy of insurance</i>
11	The amount of public liability insurance cover in respect of any one occurrence shall not be less than: (Clause 12)	\$20,000,000.00
11A	The party to effect a public liability policy of insurance (Clause 12)	<i>The Contractor shall effect such policy of insurance</i>
12	The time for giving possession of the Site to the Contractor: (Clause 17)	<i>Within 5 days of procurement of HBCF insurance policy (after execution of contract and expiration of cooling off period)</i>
13	Liquidated damages: (Subclause 20.5)	\$250.00 per day
14	Extra costs for delay or disruption: (Subclause 20.6)	\$250.00 per day
15	The defects liability period: (Clause 21)	26 weeks
16	Times for payment claims: (Subclause 23.1)	<i>Monthly, on the last day of each month.</i>



- 17 The rate of interest on overdue payments:
(Clause 23.4) **10% per annum**
- ~~18 The person to nominate an arbitrator.~~
~~(Clause 17.3)~~ **~~Chairperson, Chapter of the Institute of Arbitrators Australia, New South Wales~~**
- 19 The Contract Documents comprise:
(Clauses 1)
- | <u>Document</u> | <u>No. of copies to be provided</u> |
|-------------------------------------|-------------------------------------|
| (a) Minor works contract conditions | 1 |
| (b) Tender Document | 1 |
| (c) Tender Form | 1 |
| (d) Insurances | 1 |
| (e) Formal Instrument of Agreement | 1 |
- 20 The Contract Sum is:
(Clauses 1 and 2.1) **To be inserted after acceptance of tender**
- 21 Description of the Works: **As defined in Section 4.0 Building Works of RHM Consultants Pty Ltd Tender Documentation for Remedial Building Works dated February 2021
Reference: 20-2163 090221 TENDER DOCUMENT CT**
- 22 Payments under the Contract shall be made at: **As stated in Item 4**



3.0 PRELIMINARIES

3.1 THE SITE

Site restrictions

Security requirements: Keep site and building secure at all times. If permanent scaffold is used, fix plywood sheeting externally around base minimum 3 metres high. If mobile scaffolding is used, move away from building and chain lock to tree or similar at the end of each working day

Site limitations: Comply with the following restrictions on the use of the site:

Occupied premises

- allow occupants to continue in secure possession and occupancy of the premises for the required period
- make available safe access for occupants
- arrange work to minimise nuisance to occupants and ensure their safety, and
- protect occupants against weather, dust, dirt, water or other nuisance, by such means as temporary screens

Proposals: Submit details of proposed methods.

Protection of persons and property

Temporary works: Provide and maintain required barricades, guards, fencing, shoring, temporary roadways, footpaths, signs, lighting, watching and traffic flagging. The Contractor shall provide all necessary tarpaulins, sheeting, sealants and the like to ensure the building remains watertight at all times.

Existing services

General: Attend to existing services as follows.

- If the service is to be continued, repair, divert or relocate as required. If such a service crosses the line of a required trench, or will lose support when the trench is excavated, provide permanent support for the existing service.
- If the service is to be abandoned, cut and seal or disconnect, and make safe.

Proposals: Submit proposals for action to be taken with respect to existing services before starting this work. Minimise the number and duration of interruptions

Use of existing services

Existing services may be used as temporary services for the performance of the contract subject to conditions stated in the Existing Services Schedule.



Existing Services Schedule

Service	Conditions of Use
Water	Construction Use Only
Power	Construction Use Only
Amenities	TBA

3.2 ADMINISTRATION

Program of work

Construction program: Within five working days after the date for possession of the site, submit a construction program and network diagram showing the following:

- Sequence of work
- Periods within which various stages or parts of the work are to be executed

Revisions: Revise the construction program in light of the progress of the work. Submit revisions with each progress claim. Identify changes since previous version, and show the estimated percentage of completion for each item of work.

Site meetings

General: Attend site meetings throughout the contract and ensure attendance of appropriate subcontractors, as directed by the Superintendent.

Frequency: Weekly

Minutes: Keep Minutes of site meetings. Within five working days after each meeting, submit to each party written copies of the Minutes.

Contacts: Prior to commencement on-site, submit names and telephone numbers of responsible persons who may be contacted after hours during the course of the contract.

3.3 EXECUTION OF THE WORKS

Requirements of authorities

The Contractor, prior to starting the works shall have given the notices, paid the fees, and obtained the permits, approvals and other authorisations required to carry out the works.

"This does not include the investigation of or procurement of a Development Application (DA), Construction Certificate (CC) or Complying Development Certificate (CDC) which shall be the responsibility of the Principal".

Work Health & Safety

The Contractor shall at all times comply with the Work Health & Safety Act 2011 and the Workplace Health & Safety Regulation 2011. The Contractor shall provide a detailed Safe Work Method Statement to the Superintendent prior to commencing WUC.

**Notification of Occupants**

The Contractor shall provide the occupants with a minimum seven (7) days notice of the commencement of works. Notification shall be in the form of notices in common areas and letter notices in the individual occupant's letterboxes.

Hours of Work

The Contractor shall work only within the times stipulated by the Local Government Authorities.

Progressive cleaning

All work shall be progressively cleaned and all waste, rubbish and debris shall be collected and removed off site at end of each day. Disposal of materials into a rubbish skip or other such container on site is acceptable.

Run-off

Water run-off or cleaning down of materials shall not be allowed outside the site boundaries.

3.4 PAYMENT AND ADJUSTMENT OF CONTRACT SUM

Anticipated progress claims

At commencement of the works, submit a Schedule of Anticipated Progress Claims that will be made throughout the contract. Submit a revised schedule with each progress claim.

Progress claims breakdown

With each progress claim, submit a Statement of Amounts claimed in respect of each section or trade heading designated in the specification.

3.5 COMPLETION

Final cleaning

General: Before practical completion, clean throughout, including interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces. Clean debris from site, roofs, gutters, downpipes and drainage systems. Remove waste, surplus materials and rubbish and allow for any tip fees.

Removal of plant

Within ten working days after practical completion, remove temporary works and construction plant no longer required.

3.6 HOME BUILDING COMPENSATION FUND (HBCF) INSURANCE

In accordance *Section 1.7* of this tender document the Contractor shall provide Home Building Compensation Fund Insurance as required under the Home Building Act 1989 (NSW) (and amendments) should the lump sum cost for these proposed works be greater than \$20,000.00 (inclusive of GST). Based on the cost of this tender submission the Contractor will include the cost to provide this Home Building Compensation Fund Insurance in their lump sum cost.

Warranty Schedule

Warranty	Form	Duration
Building Works	Materials & Labour	6 years (Major Defects)
Building works	Materials & Labour	2 years (Non-major Defects)

3.7 STATUTORY WARRANTIES

The Contractor shall comply with the statutory warranties as per the Home Building Act 1989 (and amendments) Section 18B, and as follows:

18B Warranties as to residential building work

The following warranties by the holder of a licence, or a person required to hold a licence before entering into a contract, are implied in every contract to do residential building work:

- (a) *a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,*
- (b) *a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new,*
- (c) *a warranty that the work will be done in accordance with, and will comply with, this or any other law,*
- (d) *a warranty that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time,*
- (e) *a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling,*
- (f) *a warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the licence or person required to hold a licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgement.*

Unless otherwise stated in *Clause 3.6*, these warranties by the Contractor expire six (6) years for major defects and two (2) years for general defects after:



- (i) the completion of the work, namely Practical Completion under contract, or
- (ii) if the work is not completed:
 - (a) the date for the completion of the work specified or determined in accordance with the contract; or
 - (b) if there is no such date, the date of contract.

These warranties do not in any way reduce or limit the Contractor's obligations in relation to workmanship, materials, completion or other matters specified in this contract.

No provisions of this contract can reduce, restrict or remove these statutory warranties.

3.8 POWERLINES/ENERGY AUSTRALIA

Powerlines may be located in close proximity to the building's external facades. Work on the building's facades may not be possible without close consultation with *Energy Australia*. It is often the case in older suburbs that work is required on the powerlines before workmen can safely access the facades via either cherry-pickers/boom lifts or fixed scaffolding due to the potential for arcing.

Consequently, the Contractor shall liaise with *Energy Australia* or the appropriate governing body and determine what (if any) works are required prior to commencement of remedial building works. The Contractor shall fully inform themselves of what is required through close consultation with *Energy Australia*.

Further, the successful Contractor shall have paid any electrical design fees and is responsible for paying for any works as required to satisfy the requirements of *Energy Australia* or any other appropriate governing body once the contracts for work on the building's facades have been signed.



4.0 BUILDING WORKS

4.1 INTRODUCTION

The complex known as 'Brittany' at 68-70 Eton & 51-53 Merton Street, Sutherland is a strata title property that accommodates sixty-two (62) residential units in two five-storey buildings constructed over a single level basement carpark.

We understand that the building is constructed of load-bearing structural steel, supporting reinforced concrete floor slabs. The building's facades comprise rendered and painted lightweight Hebel wall panels and fibre cement sheeting, as well as powder-coated aluminium-framed sliding doors and windows.

For the purposes of this report, Merton Street is deemed the eastern boundary of the property.

The purpose of this project is to rectify instances of water penetration. The building works described herein can be summarised as follows:

- **Section 4.2** Facade access and materials handling.
- **Section 4.3** 68-70 Eton – Level 1 Courtyard Waterproofing.
- **Section 4.4** 68-70 Eton – Level 1 Courtyard - Bay window cladding replacement.
- **Section 4.5** 51-53 Merton – Unit 103, 301 and 303 Balcony Waterproofing.
- **Section 4.6** Window Replacement.
- **Section 4.7** Joint Sealant installation and render coating repairs.
- **Section 4.8** Sealant around all windows.
- **Section 4.9** Bay Window & Roof Flashing Replacement.
- **Section 4.10** 53 Merton – Roof Flashing Replacement.
- **Section 4.11** External painting.
- **Section 4.12** 51 Merton – Unit 102 and 103 Lower Courtyard Waterproofing.

Provide a lump sum price to undertake and complete the remedial building works as listed above and detailed throughout Section 4.0 of this document. The remedial works shall be performed in accordance with the Building Code of Australia, relevant Australian Standards, other regulatory instruments as described, and good building practice.

4.1.1 Style of Specification

This Specification is written in the *directive style*. Where obligations are given and it is not stated who is to undertake these obligations, they are to be undertaken by the Contractor.

Where a submission, approval, request, proposal, or similar is required and it is not stated who the recipient should be, it is to be provided to the Superintendent for approval.

4.1.2 Access

Access to the property should be coordinated through the Strata Manager and Superintendent and individual residents. No internal access through residential or commercial units will be permitted unless internal works are specifically undertaken.



Provide safe access to the building, carpark, individual units and commercial lots, all other internal and external common areas, and all adjoining footpaths and other thoroughfares at all times.

4.1.3 Protection

Ensure the safety and security of residents, the general public, and vehicles, and provide protection by means of temporary barrier fencing, guards, barricades or other protection where necessary, including all associated warning signage and lighting.

Provide dust-screens and covers to protect existing finishes and the immediate environment from dust and debris.

Identify and protect all existing services (locations to be determined), fittings, finishes and fixtures during the works and rectify any damage inflicted on same. All property shall be protected from damage, and if any damage is sustained, it shall be repaired to its original condition at the expense of the Contractor.

4.1.4 Notification

Where works will temporarily disrupt the access and/or amenity of building occupants and/or building services, ensure adequate notice to all residents is given, and include in the works schedule where and when these works will commence and conclude. These details shall be provided in accordance with Section 3.2 *Administration, Programme of work*.

4.1.5 Work Health & Safety

Undertake all works in accordance with current NSW WorkCover Work Health and Safety (WH&S) Regulations and Local Council regulations.

A Work Method Statement shall be submitted prior to commencing works, refer to Section 3.1.

4.1.6 Accidents

Promptly notify the Superintendent of the occurrence of accidents and submit written reports of accidents within forty-eight (48) hours of same.

4.1.7 Progressive cleaning

All work shall be progressively cleaned and all waste, rubbish and debris shall be collected and removed off site at the end of each day. Disposal of materials into a rubbish skip or other such container on site is acceptable.

4.1.8 Demolition work – Standard

Undertake all demolition works in accordance with AS 2601-2001 *Demolition of Structures*, current NSW WorkCover Occupational Health and Safety (OH&S) Regulations and Local Council regulations.

A Work Method Statement shall be submitted prior to commencing works, refer to Section 3.1 *Preliminaries*.

4.1.9 Demolished materials

Remove all demolished materials from site. All demolished materials remain the property of the Contractor. Complete demolition work in sequence so that any building element that is removed does not allow undue exposure to the elements and so as not to compromise security.



4.1.10 Hazardous material

Give notice immediately of hazardous materials or conditions that are found

4.1.11 Hoisting/craning

The Contractor is responsible for all costs associated with hoisting or craning materials on site. Ensure that all precautions associated with the protection from overhead power lines are undertaken in accordance with the applicable regulatory authority.

4.1.12 Council fees

Allow for the payment of all local Council fees and permits as required during the execution of the works.

All bonds (if any) required by Local Council to be paid by the Principal (i.e. the Owners Corporation).

4.1.13 Dilapidation surveys

Prior to establishment of the work areas and commencement of works, undertake a photographic dilapidation survey of the work areas and surrounding areas and submit to the Superintendent.

4.2 FACADE ACCESS & MATERIALS HANDLING

4.2.1 General

Allow to access the building's facades, and the nominated and relevant areas of the building, in order to perform the remedial building works specified within *Section 4.0 Building Works* throughout the entire duration of the project. Also include provisions for all scaffold, hoardings, hoisting, cranes, and other materials handling plant and equipment that may be necessary to undertake the project in accordance with the following.

4.2.2 Access requirements

The means of accessing the building's facades and the other work areas shall be at the discretion of the Contractor, so long as they are in accordance with local Council and SafeWork NSW requirements. Access and materials handling provisions may include (but not be limited to) any of the following:

- Fixed steel scaffolding with shade cloth shrouding;
- Mobile/fixed lightweight aluminium scaffolding;
- Mobile scissor lifts;
- Mobile boom lifts;
- Hoists.
- Swinging stages.

Irrespective of which alternative (or combination of alternatives) is employed, the Contractor is required to keep the site secure at all times. Prevent any unauthorised persons from using the access equipment/provisions via the use of hoardings, security mesh or the like.

4.2.3 Safe Work Method Statement

Submit safe work method statements which specify details of proposed building access and materials handling provisions, and hoisting/craning. All building access and materials handling provisions and the like, and hoisting/craning shall be in accordance with local Council and SafeWork NSW requirements. Pay particular attention to *Section 3.1*, *Section 3.3* and *Section 4.1* of this document in relation to responsibilities regarding the site and execution of the works respectively.

4.2.4 Protection

Ensure the safety of all building residents, occupants and other building users, vehicles, and the general public and provide protection by means of temporary barrier fencing, guards, barricades, or other protection where necessary, including all associated warning signage and lighting.

Provide safe access to the building, individual units, and all adjoining footpaths and roads/lanes, and other public spaces and thoroughfares at all times.

Arrange for the supply of appropriate tiger tails to protect adjoining overhead power lines.

Provide dust-screens and covers to protect existing finishes and the immediate environment from dust and debris.

Protect all existing services (locations to be determined), fittings, finishes and fixtures during the works and rectify any damage inflicted on same.



All property shall be protected from damage, and if any damage is sustained, it shall be repaired to its original condition at the expense of the Contractor.

4.2.5 Council fees

Allow for the payment of all local Council fees required to establish and maintain the building access and materials handling provisions, and hoisting/craning, and any other associated fees and permits as required during the execution of the works

All bonds (if any) required by local Council are to be paid by the Principal.

4.2.6 Removal of access provisions

Remove all access and materials handling provisions from site at the completion of the works. Where possible, remove access provisions from the work area(s) once they are no longer required.

Remove all loose scaffolding components including base plates from the site upon completion of the works.

4.2.7 Completion

Suitably prepare and paint disturbed finishes including filling all scaffolding secure points with an appropriate filling compound suitable for the conditions of service

Make good all areas where access provisions have adversely affected the building surrounds including replacement of damaged turf, vegetation and other elements.



4.3 68-70 ETON – LEVEL 1 COURTYARD WATERPROOFING

4.3.1 General

The following level 1 units are affected by water penetration:

- Unit 101/68;
- Unit 103/68;
- Unit 104/68;
- Unit 105/68;
- Unit 107/68;
- Unit 108/68;
- Unit 109/68;
- Unit 110/68.

Re-waterproof and re-surface the courtyard slabs and waterproof the façade in accordance with the following.

Coordinate the courtyard waterproofing with the replacement of the bay window cladding and bay window replacement (refer Section 4.4 and Section 4.6 respectively).

4.3.2 Standards

All waterproofing works shall generally be executed in accordance with the requirements of:

- AS4656.2-2012 *Waterproofing membranes for external above-ground use Part 2: Design and installation*.
- Master Builders Australia Waterproofing Guide Book 2 (External Waterproofing: Balcony Decks).
- Building Code of Australia Volume 1 Section F Health & Amenity (Part F1 Damp and Weatherproofing).

4.3.3 Removal & reinstatement of structures & fixtures

As required, temporarily disconnect, dismantle, and remove all structures and fixtures throughout the courtyards that will impede the execution of the buildings works (including, but not necessarily limited to):

- Electrical conduits, external GPOs, and all other associated wiring and other electrical infrastructure as required (to be undertaken by a licenced and qualified electrician).
- Electrical and any other lights, and all associated electrical wiring and other infrastructure as required (to be undertaken by a licenced and qualified electrician).
- Taps, and all other water supply pipe work (to be undertaken by a licenced and qualified plumber).
- Downpipes discharging onto/into or penetrating through courtyards (to be undertaken by a licenced and qualified plumber).
- Gas supply pipe work and/or other gas supply infrastructure (to be undertaken by a licenced and qualified plumber or gas fitter).
- Drainage grates and outlets.
- Air-conditioner condenser units and all associated equipment.

Store the structures and fixtures safely and securely in an appropriate location during the works.

Reinstall the structures and fixtures in their original positions upon completion of the works. Include the supply of all associated fixings, anchors, sealants, and other accessories as required.

Exercise care during the removal, storage and reinstatement of the structures and fixtures to avoid inflicting damage on same.

4.3.4 Removal of sliding doors

Remove and discard the aluminium-framed sliding door assemblies adjoining the courtyard (including all associated fixings, angles, flashings, sub-sills, trims, and all other accessories).

Erect and construct temporary cladding around the sliding door openings to ensure the security and weather-resistance of the unit is maintained throughout the duration of the works. Ensure that the temporary cladding is installed so that it is water-tight, and resistant to wind and other loadings. Dismantle and remove the cladding upon completion of the waterproofing works.

4.3.5 Demolition

Demolish the following elements around the courtyard:

- The light-weight cladding wall below the bay windows (including all fixings, framework, base plates, etc).
- All surface and skirting tiles.
- All bedding screed material (to expose surface of concrete slab substrate below).
- Any stormwater drainage equipment or other services, including any pipe work embedded in bedding screed materials.
- Remnants of original waterproof membrane coatings and sealants in exposed areas.
- The base of the *Hebel* façades for cavity flashing installation.
- The base of any lightweight fibre cement cladding around the courtyards.
- Create a trench at the edge of the concrete slab at the junction of the landscaped façade to enable access to the slab edge for termination of the membrane.

Undertake all demolition works in accordance with *Section 3.0 Preliminaries* and *Section 4.1* of this document, AS2601-2001 *Demolition of Structures* and current NSW WorkCover Work Health & Safety (WHS) Regulations. Particular attention will be paid to the sections relating to the identification, protection and diversion of building services throughout the courtyards.

Remove all demolished materials from site. All demolished materials remain the property of the Contractor.

Provide dust-screens and covers to protect adjoining elements and surfaces and the immediate environment from dust and debris. All elements shall be protected from damage, and if any damage is sustained, it shall be repaired to its original condition or replaced at the expense of the Contractor.

Provide adequate support for all structures, services, and other building elements that are disrupted by the demolition.

4.3.6 New concrete hob construction

Construct new concrete hobs at the sliding door in the courtyards.

Form 100mm wide x 100mm high (nominal) hobs using minimum 32MPa strength concrete for the purposes of creating an upwards termination in the new waterproof membrane behind the new doors.

The concrete hobs shall comprise steel reinforcement of N12 vertical bars dowelled into the concrete slabs at ~600mm centres and a single N12 horizontal bar appropriately tied to vertical bars allowing or minimum 40mm cover.



4.3.7 Concrete slab crack repairs

Repair cracking that may have developed in the concrete slabs as required and as directed by the Superintendent.

4.3.7.1 Preparation:

Chase/ grind out the cracks to a depth not exceeding 5mm using suitable mechanical means. Ensure generation of dust/debris is minimised. Protect surrounding areas from dust/debris. Remove and dispose of all dust/debris upon completion of crack preparation.

Ensure that the concrete is prepared and cleaned adequately to accept the primer and sealant in strict accordance with the sealant manufacturer instructions.

4.3.7.2 Priming:

Prime the cracks/chases in the concrete using *ARMA-FLEX L139 PRIMER* supplied by *Adhesive Engineering* in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.3.7.3 Sealant:

Apply *ARMA-FLEX "V"* supplied by *Adhesive Engineering* into the cracks/chases in the concrete in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.3.7.4 Alternative product

The Contractor may nominate an alternative product provided the alternative product provided is equivalent to and meets the requirements of the specified product. Should an alternative product be proposed the Contractor is to nominate the alternative and supply all the necessary technical information with the tender submission. The Contractor must provide a tender price for the specified product and provide an additional tender price for the alternative product.

4.3.7.5 Provisional Quantity:

A provisional quantity of **twenty (20) lineal metres** of crack sealing has been nominated. Provide a cost to perform the works based on this quantity.

Submit a lineal metre additional rate for top surface crack sealing that shall be used in the event that additional top surface crack sealing is necessary.

4.3.8 Application of temporary waterproofing sealer

Upon completion of demolition works apply a temporary waterproofing sealer to the exposed concrete slabs throughout the courtyard in accordance with the following. The purpose of the temporary waterproofing sealer is to weather-proof the exposed concrete slabs prior to installation of the primary waterproof membrane system, and to eventually become a secondary substrate waterproofing provision.

Application of the waterproofing sealer shall be carried out in strict accordance with manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.3.8.1 First layer:

The first layer of the temporary waterproofing sealer shall comprise 1 part *Ardex WPM 405 (Sheltercrete Additive)* and 2 parts cement (by volume). The mixture shall be applied to a pre-moistened substrate. Apply the first coat of the temporary waterproofing sealer to the concrete slabs and surrounding elements throughout the courtyard to achieve a minimum 1mm wet bed thickness.

Application and use of the temporary waterproofing sealer mixture comprising the *Ardex WPM 405* shall be in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.3.8.2 Second layer:

The second layer of the temporary waterproofing sealer shall comprise 1 part *Ardex WPM 405 (Sheltercrete Additive)* and 2 parts cement (by volume). The mixture shall be applied at all right-angle and other junctions throughout the concrete courtyard slabs and surrounding elements in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.3.8.3 Surface preparation:

Ensure all substrates are in suitable condition to receive the temporary waterproofing sealer. The substrates shall be clean, sound, and free from oil, grease, wax, flaking material, dust and other loose matter. Particular attention shall be paid to removing any existing membrane and bituminous coatings. Remove all sharp protrusions from the substrates.

All joints, cracks, surface deviations and the like shall be repaired as specified by the sealer manufacturer.

4.3.8.4 Detailing:

The temporary waterproofing sealer shall be applied onto, against, around, behind, and into all building elements surrounding and within the courtyard in accordance with the manufacturer's instructions. These include, but are not necessarily limited to:

- Concrete dividing walls.
- Beneath external *Hebel* facades.
- Hobs and thresholds around courtyard doorway.
- Stormwater drainage infrastructure (downpipes, drainage outlets, overflow outlets, etc).
- Structural joints in concrete courtyard slabs.
- All services penetrations.
- All building services infrastructure.
- All other breaks in the substrates.
- All other adjoining building elements.

Note that the list is not necessarily exhaustive.

As required, ensure all perpendicular junctions are appropriately prepared and detailed by creating suitable coving details with suitable sealant and polyethylene bond breaker tape.



4.3.8.5 Inspections:

Give notice at the following stages so that an inspection of the work may be performed.

1. Upon completion of all surface preparation, prior to the application of the temporary waterproofing sealer.
2. Upon application of the first layer of the temporary waterproofing sealer (comprising *Ardex WPM 405*).
3. Upon application of the second layer of the temporary waterproofing sealer (comprising *Ardex WPM 405*).

No work is to proceed to the next stage without the approval of the Superintendent. A representative of the manufacturer is also authorised to inspect the works and provide any recommendations.

4.3.9 Stormwater drainage

Assess and rectify the stormwater drainage systems servicing the courtyard in accordance with the following:

- ✓ Clear all blockages from stormwater drainage pipes (including mineral build-ups and cement residue etc).
- ✓ Ensure the stormwater drainage pipes are correctly connected and are not leaking.
- ✓ Install new drainage outlets with incorporated flanges and removable grates.

Undertake all stormwater drainage work in accordance with the National Construction Code Volume Three *Plumbing Code of Australia*.

A Provisional Sum of \$10,000.00 plus GST is allocated to address any other deficiencies with the stormwater drainage system as required and as directed by the Superintendent (i.e. in addition to the tasks listed above).

Perform the works and the provisional sum assigned shall be expended against the actual labour and materials required in accordance with the following:

Refer to Section 2.2 of this Tender Documentation *SPECIAL CONDITIONS OF CONTRACT*, Clause 2 – NATURE OF CONTRACT

2.3 Provisional Sum

A provisional sum included in the contract shall not itself be payable by the Principal, but where the Superintendent has directed the Contractor to perform the work or item to which the provisional sum relates, reasonable rates or prices shall be used in any valuation made by the Superintendent.

4.3.10 Substrate screeding (pre-fall)

Prior to installing the waterproof sheet membrane system, apply a sand and cement screed to the prepared concrete substrates with adequate falls to existing (or new) drainage outlets

<u>Minimum fall:</u>	1% (10mm/1m)
<u>Materials:</u>	Sand: cement (3:1)
<u>Admixture/mixing water:</u>	Water: <i>Ardex WPM 405</i> (4:1)

Use washed Sydney sand and/or appropriate additives to prevent leeching and efflorescence staining from occurring.

Include *ARDEX WPM 405 (Sheltercrete Additive)* as a waterproofing additive in the bedding material in accordance with the manufacturer's recommendations (refer to *Appendix B – Data Sheets*).

Contact the Superintendent to inspect the levels of the newly laid screeds a minimum of 24 hours prior to the application of the new waterproof membrane.

4.3.11 Application of new waterproof membrane system

Supply and install a new waterproofing sheet membrane system to the courtyard area and surrounding elements in accordance with the following.

Installation of the new waterproof membrane system shall be carried out in strict accordance with manufacturer's instructions (refer *Appendix B – Data Sheets*), and with AS4654.2-2009 *Waterproofing membrane systems for exterior use-above ground level*.

4.3.11.1 Waterproof membrane

Supply and install an appropriate sheet waterproof membrane equivalent to *ARDEX Butynol WPM 1000* (refer *Appendix B – Data Sheets*).

The specified *ARDEX Butynol WPM 1000* or equivalent shall be installed in accordance with the manufacturer's recommendations.

Supply and install all associated detailing components in accordance with the manufacturer's recommendations and this specification.

4.3.11.2 Surface preparation:

Ensure all substrates are in suitable condition to receive the new waterproof membrane system. The substrates shall be dry, clean, sound, and free from oil, grease, wax, flaking material, dust, and other loose matter. Particular attention shall be paid to removing any existing membrane. Remove all sharp protrusions from the substrates.

All joints, cracks, surface deviations and the like shall be repaired as specified by the membrane manufacturer.

Any surfaces receiving the new waterproof membrane system must be prepared by washing, and the waterproof membranes are to be installed on the same day. Any areas left overnight after washing should be re-washed before membrane installation to remove any salt contamination from salt mist and/or air pollution.

4.3.11.3 Detailing:

The new waterproof membrane system shall be installed under the following building elements:

- Light-weight FC sheet walls.
- Light-weight *Hebel* façade walls.

The new waterproof membrane system shall be turned-up onto and terminated against, around, behind and into all building elements surrounding and within the courtyard in accordance with the manufacturer's instructions. These include, but are not necessarily limited to:

- Masonry dividing walls.
- Stormwater drainage infrastructure.
- All services penetrations.
- The angle set behind the courtyard door assembly.

Note that the list is not necessarily exhaustive.

Ensure all perpendicular junctions are appropriately prepared and detailed by creating suitable coving details with suitable sealant and polyethylene bond breaker tape.

4.3.11.4 Cavity Flashing:

Install the *ARDEX Butynol WPM 1000* into the cavity behind the Hebel façade panels. Allow to provide FC sheeting inside the cavity which will be screwed onto the steel framing. The FC sheeting will enable the waterproof membrane to have a substrate to adhere to within the cavity.

Support the base of the *Hebel* with newly installed brickwork. Provide weepholes in the form of open perpend to the external leaf directly above the new flashings. Spacing of weepholes not to exceed 1200mm. Keep weepholes clear of all mortar and debris.

4.3.11.5 Inspections:

All works are to be undertaken in accordance with the manufacturer's specifications. The Contractor shall liaise with a representative of the suppliers and arrange for inspections during the works.

4.3.11.6 Warranties:

A pre-qualified Contractor approved by the manufacturer and well-trained in the application of the membrane system shall install the membrane system. The Contractor shall guarantee application for a minimum of ten (10) years. The membrane manufacture will also guarantee the product for a minimum of ten (10) years.

Repairs required during the warranty period shall be performed without charge to the Principal. The guarantee of labour and materials shall be made out to the Principal with an additional material warranty to be provided by the manufacturer.

4.3.11.7 Alternative waterproof membrane system:

The Contractor may nominate an alternative waterproof membrane system provided the alternative system nominated is equivalent to and meets the requirements of the specified system. Should an alternative system be proposed, nominate the alternative system and supply all the necessary technical information with the tender submission. Provide a tender price for the specified system and provide an additional tender price for the alternative system.

4.3.12 Waterproof detailing beneath aluminium-framed doors

In order to completely seal the aluminium-framed courtyard sliding doors, the doors will need to be removed to detail the waterproof membrane adequately underneath the assemblies.



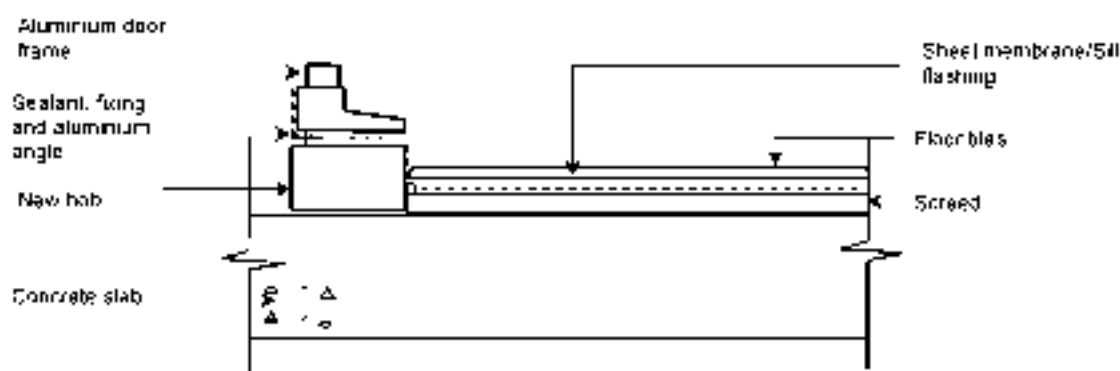
4.3.12.1 Removal of aluminium-framed doors and waterproof membrane detailing

The Contractor will allow to remove storm moulds, window/door sashes/leaves and any other aluminium framing/glazing, and all associated components from the required assemblies. Provide all necessary protection in accordance with Section 3.0 – Preliminaries of this specification.

The waterproofing must be detailed at the courtyard doorway threshold with installation of a suitably-sized powder coated aluminium water stop angle at the rear of the sill/sub sill assemblies prior to reinstatement of the courtyard doors within the aperture.

The following work shall be performed:

- Supply and install a new sill flashing detail, including provision of an aluminium water-stop angle and ARDEX WPM 1000 waterproof membrane terminated at the head of the angle's vertical leg.
- Box corners and weld directly to the floor surface (membrane) and concealed upturns.
- Ensure minimum membrane upturns are achieved in accordance with the requirements of AS4654.2 – 2012 *Waterproofing membranes for exterior use – Above ground level, Part 2: Design and installation*, Table A1 *Vertical upward termination heights* which requires that a minimum 70mm upturn be provided unless a step is provided in the reinforced concrete floor slab.



Reinstate all internal shutters, blinds, and the like adjacent to the courtyard sliding door to match existing.

4.3.13 Inspections

Give notice at the following stages so that an inspection of the work may be performed.

- Upon completion of screeding with waterproofing additive.
- Upon completion of surface preparation.
- During application of the waterproof membrane.
- Upon completion of the waterproof membrane.

No work is to proceed to the next stage without approval. A representative of the manufacturer is also authorised to inspect the works and provide any recommendations.

4.3.14 Encapsulation of walls

The Contractor shall allow to coat all dividing walls with a liquid waterproofing compound to prevent water bypassing the waterproofed courtyards.

Allow to remove and reinstall the timber fence over the waterproofed section to enable the encapsulation of the wall. All fixings shall be sealed upon reinstallation.

Supply and install a metal Colorbond capping to the top of the dividing walls.

4.3.15 Tiling

4.3.15.1 General:

Re-tile the courtyard after the application of the waterproof membrane system. All tiling and associated works to be undertaken in accordance with AS3958.1-2007 *Ceramic tiles – Guide to the installation of ceramic tiles*.

4.3 15.2 Provisional rate for tile supply:

Allow a provisional rate of **\$60.00/m² plus GST** for tile supply only. Receipts or proof of purchase/cost shall be submitted to the Superintendent. Any additional expense or otherwise shall be applied to the overall costing, and resultant additions or deductions incorporated as a variation.

4.3.15.3 Tile selection:

Select tiles based on the following Australian Standards:

- AS 4586:2004 Slip Resistance Classification of new pedestrian surface materials- minimum R10 for external use
- AS 4459.1 Methods of sampling and testing ceramic tiles – basis for acceptance
- AS 4459.2 Determination of surface quality and dimensioning
- AS 4459.3 Determination of water absorption, porosity, bulk density
- AS 4459.4 Determination of modulus of rupture and breaking strength
- AS 4459.10 Determination of moisture expansion
- AS 4459.11 Craze resistance
- AS 4459.12 Determination of frost resistance
- AS 4459.13 Chemical resistance
- AS 4459.14 Determination of resistance to stains
- AS 4459.15 Determination of lead and cadmium given off by glazed tiles

Selection of tiles shall be made by the Principal. Provide samples to the Principal for approval unless it is agreed that the Principal/individual owners attend the premises of an appropriate tile supplier to select tiles.

Arrangements for tile selection as detailed above shall be determined upon execution of contracts. Should there be any changes, further notice will be given.

Where selection of the tiles is the Principal's decision, the selection must comply with the above standards. The Contractor and Superintendent *will not be held liable* for damage sustained or caused by the selection of tiles that do not comply with the above standards.



4.3.15.4 Tile adhesive:

Adhere the new tiles to the waterproofed screed using *Ardex Abaflex* in accordance with the manufacturer's instructions (refer Appendix B – Data Sheets).

4.3.15.5 Installation of tiles:

If necessary, distribute variations in hue, colour, or pattern uniformly, by mixing tiles or tile batches before laying.

Set out tiles to give uniform joint widths of a minimum 3mm and a maximum 5mm.

Soak porous tiles in water for half an hour and then drain until the surface water has disappeared prior to laying.

If possible, position tiles so that holes for fixtures and other penetrations such as drainage spitter outlets occur at the intersection of horizontal and vertical joints or on the centre lines of tiles.

4.3.15.6 Joints:

Install suitable expansion joints in the tiling to minimise thermal movement of the tiling. The location of expansion joints will be confirmed with the Superintendent prior to installation. Joints to be installed in accordance with AS3958.1-2007 *Ceramic tiles – Guide to the installation of ceramic tiles* and manufacturer instructions.

- Provide suitable proprietary aluminium or stainless steel movement joints to delineate tiling into suitably sized bays.
- Provide expansion joints around the perimeter of the courtyard, and at junctions with all adjoining building elements, and at any other internal corners.
- *Depth of joints:* To substrate.
- *Sealant width:* Not less than 6mm. Not more than 10mm.
- *Sealant depth:* Not less than 6mm (12mm preferred). Not less than half the joint width.
- *Sealant type:* *Ardex ST Silicone*, applied in accordance with manufacturer instructions (refer Appendix B – Data Sheets). Colour to be confirmed. Allow to apply *Ardex SP1* primer prior to sealant application as required.
- Tile levels shall be flush with existing where joints are located (where appropriate).

4.3.15.7 Grout:

The grout for the new tiling shall be *Ardex FGB* (refer Appendix B – Data Sheets).

The *Ardex FGB* grout shall be mixed with *Ardex Grout Booster* (refer Appendix B – Data Sheets).



4.3.16 New aluminium-framed balcony sliding doors

4.3.16.1 Style and design:

The new aluminium-framed balcony sliding doors shall be **Architectural window systems (AWS) Series 702 SlideMASTER** (external sliding) sliding door.

The new balcony sliding doors shall extend the full height of the doorway openings.

4.3.16.2 Surface finishing:

The aluminium framework of the new balcony sliding doors shall be finished in *Dulux Duratec X1S Super Durable Polyester powder-coating*.

For the purposes of tendering the colour of the powder-coating finish will match existing.

Powder-coating shall be undertaken in accordance with AS3715-2002 *Metal finishing – Thermoset powder coating for architectural applications*.

4.3.16.3 Glazing:

The glass for the new balcony sliding doors shall be 6mm thick toughened **Viridian SmartGlass SP30 in 'Neutral Panoramic'**.

All glass and glazing shall be in accordance with relevant Australian Standards AS1288-2006 *Glass in buildings – Selection and installation* and AS2208-1996 *Safety glazing materials in buildings*.

4.3.16.4 Wind & water ratings:

The new balcony sliding door units will provide the following minimum wind and water ratings:

Water rating: 450 Pascal

Wind rating: 1500 Pascal

4.3.16.5 Locking mechanism:

Key operated locking mechanism for all balcony doors are to be provided as part of the tender submission.

4.3.16.6 Furnishings & hardware:

Corrosion resistant hardware and furnishings.

4.3.16.7 Insect screens:

Include provisions in the balcony door framework for insect screens (but not the screens themselves).

4.3.16.8 Warranties

The supply and installation of all new balcony doors shall be covered by Statutory Warranties in accordance with Section 18B of the Home Building Act 1989 (NSW) and the Australian Window Association guarantee for fabrication and workmanship

4.3.16.9 Storm moulds:

Supply and install **matching** anodised aluminium storm moulds to the perimeter of the sliding door frames. Storm moulds shall be appropriately fixed to the head and reveals, and the leading edge of the storm-mould sealed with *Porchem Emer Seal PU25* or similar approved.



Also provide an additional anodised aluminium (or similar approved) trim plate/back angle to the inside face of each door sill to conceal the upturn of the new sill flashing. Provide suitable mechanical and/or adhesive fixings to secure the new trim plate to the inside face of the door sill.

4.3.16.10 Installation:

Confirm all dimensions on site prior to installation.

Frames shall be installed plumb and square and shall be mechanically fixed into position, with corrosion resistant stainless steel, 316 marine grade screws or fixing lugs spaced at 450mm maximum centres. Fixings shall be designed to ensure that all stresses, weights and wind loads are transferred into the structure through such fixings.

Provide all adequate seals, head flashings and storm moulds to all new courtyard door units as required.

Ensure adequate drainage and sub-sill drainage provisions to prevent water penetration and to prevent water accumulating in the sub-sills.

Ensure that the ends of courtyard sliding door sub-sills are adequately capped and sealed. The application of mass sealant within the ends of the sub-sill framework will not be permitted.

Seal all external gaps with matching and compatible storm moulds as required. Seal internal gaps with either flexible/paintable sealant or cement render.

Parchem Emer-Seal PU 25 (refer *Appendix B – Data Sheets*) or equivalent shall be applied to internal gaps of 10mm or less and cement render to internal gaps over 10mm.

4.3.16.11 Repair of internal linings:

Reinstate and repair adjoining internal linings upon completion of the courtyard door installations.

Repaint all courtyard doorway reveals and sills post installation of the new courtyard sliding door units. Painting shall be undertaken in accordance with the *General Painting Specification* in *Appendix A*.

The extent of painting shall encompass the entire area of each wall or other element where works are performed (as required).



4.4 68-70 ETON – LEVEL 1 COURTYARD – BAY WINDOW CLADDING REPLACEMENT

4.4.1 General

Allow to remove and replace the cladding below the bay windows to match existing with *Lysaght Trimwall*. This work should be carried out on all ground floor terraces in 68 Eton Street.

The work shall be undertaken in accordance with the following:

4.4.2 New bay window framework

Allow to demolish and re-construct the bay window framework at allow for the installation of the hob and correct detailing of the *Trimwall* and membrane termination junction.

4.4.3 New concrete hob construction

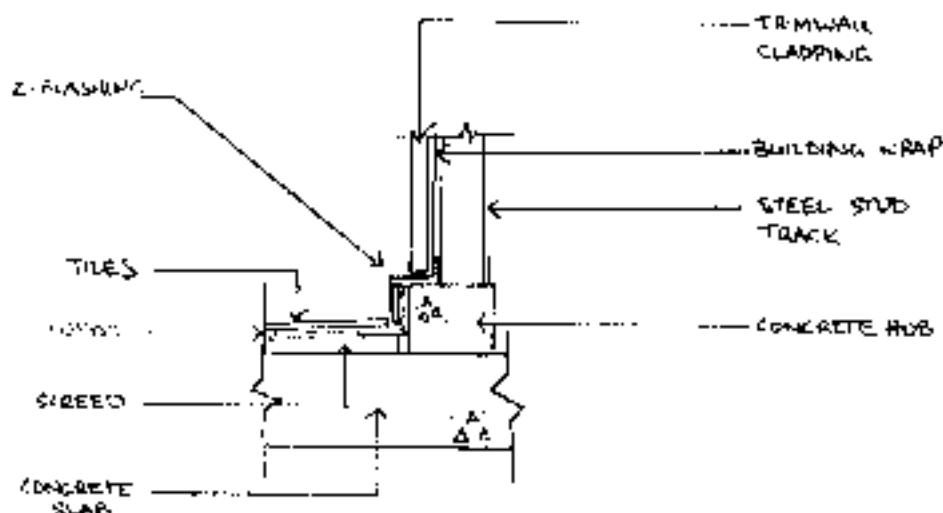
Construct new concrete hobs at the junction of the concrete floor slab and base of cladding to enable an adequate waterproofing termination beneath the new cladding.

Form 100mm wide x 100mm high (nominal) hobs using minimum 32MPa strength concrete for the purposes of creating an upwards termination in the new waterproof membrane behind the new cladding.

The concrete hobs shall comprise steel reinforcement of N12 vertical bars dowelled into the concrete slabs at ~600mm centres and a single N12 horizontal bar appropriately tied to vertical bars allowing or minimum 40mm cover.

4.4.4 Trimwall base flashing

Provide a folded z-flashing at the base of the wall to over flash the upward termination of the waterproof membrane. The z flashing is depicted below.





4.4.5 Trimwall vertical flashing

Provide a flashing at the on the vertical surface at the junction of the Hebel wall panels to prevent water bypass in this location. As required, allow to detail the flashing into a sealed reglet or behind the Hebel wall panel as required. The termination methodology shall be approved by the Superintendent during the demolition process.

4.4.6 Trimwall cladding

Supply and install new Lysaght Trimwall cladding beneath the bay windows to match the existing cladding in accordance with the installation guide and the manufacturer's recommendations (refer Appendix B – Data Sheets).



4.5 51 MERTON – UNIT 103, 301 & 303 BALCONY WATERPROOFING

4.5.1 General

Re-waterproof and re-surface the balcony slabs in accordance with the following.

4.5.2 Standards

All waterproofing works shall generally be executed in accordance with the requirements of:

- AS4656.2-2012 *Waterproofing membranes for external above-ground use Part 2: Design and installation*
- Master Builders Australia Waterproofing Guide Book 2 (External Waterproofing: Balcony Decks).
- Building Code of Australia Volume 1 Section 7 Health & Amenity (Part 7.1 Damp and Weatherproofing).

4.5.3 Removal & reinstatement of structures & fixtures

As required, temporarily disconnect, dismantle, and remove all structures and fixtures throughout the balcony that will impede the execution of the buildings works (including, but not necessarily limited to):

- Electrical conduits, external GPOs, and all other associated wiring and other electrical infrastructure as required (to be undertaken by a licenced and qualified electrician).
- Electrical and any other lights, and all associated electrical wiring and other infrastructure as required (to be undertaken by a licenced and qualified electrician).
- Taps, and all other water supply pipe work (to be undertaken by a licenced and qualified plumber).
- Downpipes discharging onto/into or penetrating through balconies (to be undertaken by a licenced and qualified plumber).
- Gas supply pipe work and other gas supply infrastructure (to be undertaken by a licenced and qualified plumber or gas fitter).
- Drainage grates and outlets.
- Air-conditioner condenser units and all associated equipment.

Store the structures and fixtures safely and securely in an appropriate location during the works.

Reinstall the structures and fixtures in their original positions upon completion of the works. Include the supply of all associated fixings, anchors, sealants, and other accessories as required.

Exercise care during the removal, storage and reinstatement of the structures and fixtures to avoid inflicting damage on same.

4.5.4 Removal of sliding doors

Remove and discard the aluminium-framed sliding door assemblies adjoining the balcony (including all associated fixings, angles, flashings, sub-sills, trims, and all other accessories).

Erect and construct temporary cladding around the sliding door openings to ensure the security and weather-resistance of the unit is maintained throughout the duration of the works. Ensure that the temporary cladding is installed so that it is water-tight, and resistant to wind and other loadings. Dismantle and remove the cladding upon completion of the waterproofing works.

4.5.5 Demolition

Demolish the following elements around the balcony:

- All surface and skirting tiles.
- All bedding screed material (to expose surface of concrete slab substrate below).
- Any stormwater drainage equipment or other services, including any pipe work embedded in bedding screed materials.
- Remnants of original waterproof membrane coatings and sealants in exposed areas.
- Any lightweight fibre cement cladding around the balcony.

Undertake all demolition works in accordance with *Section 3.0 Preliminaries* and *Section 4.1* of this document, AS2601-2001 *Demolition of Structures* and current NSW WorkCover Work Health & Safety (WHS) Regulations. Particular attention will be paid to the sections relating to the identification, protection and diversion of building services throughout the balconies.

Remove all demolished materials from site. All demolished materials remain the property of the Contractor.

Provide dust-screens and covers to protect adjoining elements and surfaces and the immediate environment from dust and debris. All elements shall be protected from damage, and if any damage is sustained, it shall be repaired to its original condition or replaced at the expense of the Contractor.

Provide adequate support for all structures, services, and other building elements that are disrupted by the demolition.

4.5.6 New concrete hob construction

Construct new concrete hobs beneath the sliding doors in the balcony.

Form 100mm wide x 100mm high (nominal) hobs using minimum 32MPa strength concrete for the purposes of creating an upwards termination in the new waterproof membrane behind the new doors and windows and to provide a footing for the eastern partition wall.

The concrete hobs shall comprise steel reinforcement of N12 vertical bars dowelled into the concrete slabs at ~600mm centres and a single N12 horizontal bar appropriately tied to vertical bars allowing or minimum 40mm cover.

4.5.7 Concrete slab crack repairs

Repair cracking that may have developed in the concrete slabs as required and as directed by the Superintendent.

4.5.7.1 Preparation:

Chase/ grind out the cracks to a depth not exceeding 5mm using suitable mechanical means. Ensure generation of dust/debris is minimised. Protect surrounding areas from dust/debris. Remove and dispose of all dust/debris upon completion of crack preparation.

Ensure that the concrete is prepared and cleaned adequately to accept the primer and sealant in strict accordance with the sealant manufacturer instructions.

4.5.7.2 Priming:

Prime the cracks/chases in the concrete using *ARMA-FLEX L139 PRIMER* supplied by *Adhesive Engineering* in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.5.7.3 Sealant:

Apply *ARMA-FLEX "V"* supplied by *Adhesive Engineering* into the cracks/chases in the concrete in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.5.7.4 Alternative product

The Contractor may nominate an alternative product provided the alternative product provided is equivalent to and meets the requirements of the specified product. Should an alternative product be proposed the Contractor is to nominate the alternative and supply all the necessary technical information with the tender submission. The Contractor must provide a tender price for the specified product and provide an additional tender price for the alternative product.

4.5.7.5 Provisional Quantity:

A provisional quantity of **five (5) lineal metres** of crack sealing has been nominated. Provide a cost to perform the works based on this quantity.

Submit a lineal metre additional rate for top surface crack sealing that shall be used in the event that additional top surface crack sealing is necessary.

4.5.8 Application of temporary waterproofing sealer

Upon completion of demolition works apply a temporary waterproofing sealer to the exposed concrete slabs throughout the balcony in accordance with the following. The purpose of the temporary waterproofing sealer is to weather-proof the exposed concrete slabs prior to installation of the primary waterproof membrane system, and to eventually become a secondary substrate waterproofing provision.

Application of the waterproofing sealer shall be carried out in strict accordance with manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.5.8.1 First layer:

The first layer of the temporary waterproofing sealer shall comprise 1 part *Ardex WPM 405 (Sheltercrete Additive)* and 2 parts cement (by volume). The mixture shall be applied to a pre-moistened substrate. Apply the first coat of the temporary waterproofing sealer to the concrete slabs and surrounding elements throughout the balcony to achieve a minimum 1mm wet bed thickness.

Application and use of the temporary waterproofing sealer mixture comprising the *Ardex WPM 405* shall be in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.5.8.2 Second layer:

The second layer of the temporary waterproofing sealer shall comprise 1 part *Ardex WPM 405 (Sheltercrete Additive)* and 2 parts cement (by volume). The mixture shall be applied at all right-angle and other junctions



throughout the concrete balcony slabs and surrounding elements in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.5.8.3 Surface preparation:

Ensure all substrates are in suitable condition to receive the temporary waterproofing sealer. The substrates shall be clean, sound, and free from oil, grease, wax, flaking material, dust and other loose matter. Particular attention shall be paid to removing any existing membrane and bituminous coatings. Remove all sharp protrusions from the substrates.

All joints, cracks, surface deviations and the like shall be repaired as specified by the sealer manufacturer.

4.5.8.4 Detailing:

The temporary waterproofing sealer shall be applied onto, against, around, behind, and into all building elements surrounding and within the balcony in accordance with the manufacturer's instructions. These include, but are not necessarily limited to:

- Hobs and thresholds around balcony doorway.
- Stormwater drainage infrastructure (downpipes, drainage outlets, overflow outlets, etc).
- Structural joints in concrete balcony slab.
- All services penetrations.
- All building services infrastructure.
- All other breaks in the substrates.
- All other adjoining building elements.

Note that the list is not necessarily exhaustive.

As required, ensure all perpendicular junctions are appropriately prepared and detailed by creating suitable coving details with suitable sealant and polyethylene bond breaker tape.

4.5.8.5 Inspections:

Give notice at the following stages so that an inspection of the work may be performed.

1. Upon completion of all surface preparation, prior to the application of the temporary waterproofing sealer.
2. Upon application of the first layer of the temporary waterproofing sealer (comprising *Ardex WPM 405*).
3. Upon application of the second layer of the temporary waterproofing sealer (comprising *Ardex WPM 405*).

No work is to proceed to the next stage without the approval of the Superintendent. A representative of the manufacturer is also authorised to inspect the works and provide any recommendations.

4.5.9 Stormwater drainage

Assess and rectify the stormwater drainage systems servicing the balcony in accordance with the following:

- Clear all blockages from stormwater drainage pipes (including mineral build ups and cement residue etc).



- Ensure the stormwater drainage pipes are correctly connected and are not leaking.
- Install new drainage outlets with incorporated flanges and removable grates

Undertake all stormwater drainage work in accordance with the National Construction Code Volume Three *Plumbing Code of Australia*

4.5.10 Substrate screeding (pre-fall)

Prior to installing the waterproof sheet membrane system, apply a sand and cement screed to the prepared concrete substrates with adequate falls to existing (or new) drainage outlets

<u>Minimum fall</u>	1% (10mm/1m)
<u>Materials:</u>	Sand: cement (3:1)
<u>Admixture/mixing water:</u>	Water: Ardex WPM 40S (4:1)

Use washed Sydney sand and/or appropriate additives to prevent leeching and efflorescence staining from occurring.

Include ARDEX WPM 40S (*Sheltercrete Additive*) as a waterproofing additive in the bedding material in accordance with the manufacturer's recommendations (refer to *Appendix B – Data Sheets*).

Contact the Superintendent to inspect the levels of the newly laid screeds a minimum of 24 hours prior to the application of the new waterproof membrane.

4.5.11 Application of new waterproof membrane system

Supply and install a new waterproofing sheet membrane system to the balcony area and surrounding elements in accordance with the following.

Installation of the new waterproof membrane system shall be carried out in strict accordance with manufacturer's instructions (refer *Appendix B – Data Sheets*), and with AS4654.2-2009 *Waterproofing membrane systems for exterior use above ground level*.

4.5.11.1 Waterproof membrane

Supply and install an appropriate sheet waterproof membrane equivalent to ARDEX Butynol WPM 1000 (refer *Appendix B – Data Sheets*).

The specified ARDEX Butynol WPM 1000 or equivalent shall be installed in accordance with the manufacturer's recommendations.

Supply and install all associated detailing components in accordance with the manufacturer's recommendations and this specification.

4.5.11.2 Surface preparation:

Ensure all substrates are in suitable condition to receive the new waterproof membrane system. The substrates shall be dry, clean, sound, and free from oil, grease, wax, flaking material, dust, and other loose matter. Particular attention shall be paid to removing any existing membrane. Remove all sharp protrusions from the substrates.

All joints, cracks, surface deviations and the like shall be repaired as specified by the membrane manufacturer.

Any surfaces receiving the new waterproof membrane system must be prepared by washing, and the waterproof membranes are to be installed on the same day. Any areas left overnight after washing should be re-washed before membrane installation to remove any salt contamination from salt mist and/or air pollution.

4.5.11.3 Detailing:

The new waterproof membrane system shall be installed under the following building elements:

- Light-weight FC sheet walls.
- Light-weight *Hebel* façade walls.

The new waterproof membrane system shall be turned-up onto and terminated against, around, behind and into all building elements surrounding and within the balcony in accordance with the manufacturer's instructions. These include, but are not necessarily limited to:

- Stormwater drainage infrastructure.
- All services penetrations.
- The angle set behind the balcony door assembly.

Note that the list is not necessarily exhaustive.

Ensure all perpendicular junctions are appropriately prepared and detailed by creating suitable coving details with suitable sealant and polyethylene bond breaker tape.

4.5.11.4 Cavity Flashing:

Install the *ARDEX Butynol WPM 1000* into the cavity behind the *Hebel* façade panels or lightweight FC sheeting. Allow to provide FC sheeting inside the cavity which will be screwed onto the steel framing. The FC sheeting will enable the waterproof membrane to have a substrate to adhere to within the cavity.

Support the base of the *Hebel* with newly installed brickwork. Provide weepholes in the form of open perpend to the external leaf directly above the new flashings. Spacing of weepholes not to exceed 1200mm. Keep weepholes clear of all mortar and debris.

4.5.11.5 Inspections:

All works are to be undertaken in accordance with the manufacturer's specifications. The Contractor shall liaise with a representative of the suppliers and arrange for inspections during the works.

4.5.11.6 Warranties:

A pre-qualified Contractor approved by the manufacturer and well-trained in the application of the membrane system shall install the membrane system. The Contractor shall guarantee application for a minimum of ten (10) years. The membrane manufacture will also guarantee the product for a minimum of ten (10) years.

Repairs required during the warranty period shall be performed without charge to the Principal. The guarantee of labour and materials shall be made out to the Principal with an additional material warranty to be provided by the manufacturer.



4.5.11.7 Alternative waterproof membrane system:

The Contractor may nominate an alternative waterproof membrane system provided the alternative system nominated is equivalent to and meets the requirements of the specified system. Should an alternative system be proposed, nominate the alternative system and supply all the necessary technical information with the tender submission. Provide a tender price for the specified system and provide an additional tender price for the alternative system.

4.5.12 Waterproof detailing beneath aluminium-framed doors

In order to completely seal the aluminium-framed balcony sliding doors, the doors will need to be removed to detail the waterproof membrane adequately underneath the assemblies.

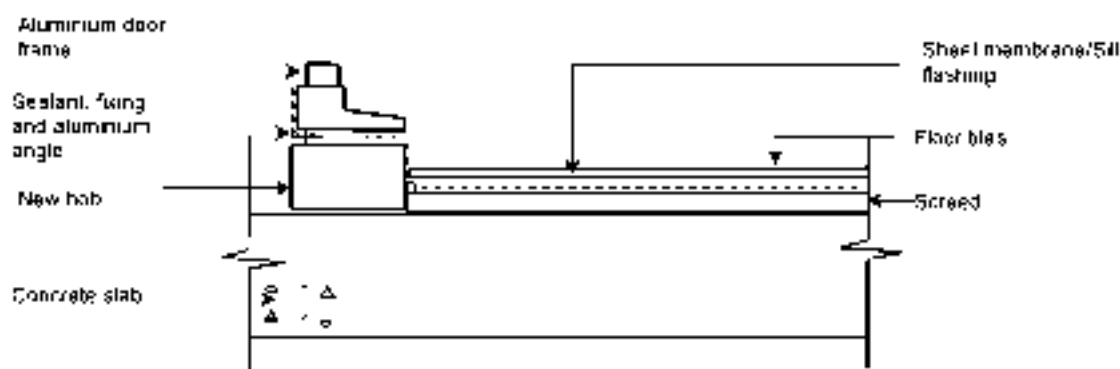
4.5.12.1 Removal of aluminium-framed doors and waterproof membrane detailing

The Contractor will allow to remove storm moulds, window/door sashes/leaves and any other aluminium framing/glazing, and all associated components from the required assemblies. Provide all necessary protection in accordance with *Section 3.0 – Preliminaries* of this specification.

The waterproofing must be detailed at the balcony doorway threshold with installation of a suitably-sized powder-coated aluminium water-stop angle at the rear of the sill/sub-sill assemblies prior to reinstatement of the balcony doors within the aperture.

The following work shall be performed:

- Supply and install a new sill flashing detail, including provision of an aluminium water-stop angle and ARDEX WPM 1000 waterproof membrane terminated at the head of the angle's vertical leg.
- Box corners and weld directly to the floor surface (membrane) and concealed upturns
- Ensure minimum membrane upturns are achieved in accordance with the requirements of AS4654.2 – 2012 *Waterproofing membranes for exterior use – Above ground level, Part 2: Design and installation*, Table A1 *Vertical upward termination heights* which requires that a minimum 70mm upturn be provided unless a step is provided in the reinforced concrete floor slab.



Reinstate all internal shutters, blinds, and the like adjacent to the balcony sliding door to match existing.



4.5.13 Inspections

Give notice at the following stages so that an inspection of the work may be performed

- Upon completion of screeding with waterproofing additive.
- Upon completion of surface preparation.
- During application of the waterproof membrane.
- Upon completion of the waterproof membrane.

No work is to proceed to the next stage without approval. A representative of the manufacturer is also authorised to inspect the works and provide any recommendations.

4.5.14 Encapsulation of walls

The Contractor shall allow to coat all walls on the perimeter of the balcony with a liquid waterproofing compound to prevent water bypassing the waterproofed balcony. Allow to rake out and re-seal all façade joints.

4.5.15 Tiling

4.5.15.1 General:

Re-tile the balcony after the application of the water proof membrane system. All tiling and associated works to be undertaken in accordance with AS3958.1-2007 *Ceramic tiles – Guide to the installation of ceramic tiles*.

4.5.15.2 Provisional rate for tile supply:

Allow a provisional rate of **\$60.00/m² plus GST** for tile supply only. Receipts or proof of purchase/cost shall be submitted to the Superintendent. Any additional expense or otherwise shall be applied to the overall costing, and resultant additions or deductions incorporated as a variation.

4.5.15.3 Tile selection:

Select tiles based on the following Australian Standards:

- AS 4586:2004 *Slip Resistance Classification of new pedestrian surface materials – minimum R10 for external use*
- AS 4459.1 *Methods of sampling and testing ceramic tiles – basis for acceptance*
- AS 4459.2 *Determination of surface quality and dimensioning*
- AS 4459.3 *Determination of water absorption, porosity, bulk density*
- AS 4459.4 *Determination of modulus of rupture and breaking strength*
- AS 4459.10 *Determination of moisture expansion*
- AS 4459.11 *Crazing resistance*
- AS 4459.12 *Determination of frost resistance*
- AS 4459.13 *Chemical resistance*
- AS 4459.14 *Determination of resistance to stains*
- AS 4459.15 *Determination of lead and cadmium given off by glazed tiles*

Selection of tiles shall be made by the Principal. Provide samples to the Principal for approval unless it is agreed that the Principal/individual owners attend the premises of an appropriate tile supplier to select tiles.



Arrangements for tile selection as detailed above shall be determined upon execution of contracts. Should there be any changes, further notice will be given.

Where selection of the tiles is the Principal's decision, the selection must comply with the above standards. The Contractor and Superintendent *will not be held liable* for damage sustained or caused by the selection of tiles that do not comply with the above standards.

4.5.15.4 Tile adhesive:

Adhere the new tiles to the waterproofed screed using *Ardex Abaflex* in accordance with the manufacturer's instructions (refer Appendix B – Data Sheets).

4.5.15.5 Installation of tiles:

If necessary, distribute variations in hue, colour, or pattern uniformly, by mixing tiles or tile batches before laying.

Set out tiles to give uniform joint widths of a minimum 3mm and a maximum 5mm.

Soak porous tiles in water for half an hour and then drain until the surface water has disappeared prior to laying.

If possible, position tiles so that holes for fixtures and other penetrations such as drainage spitter outlets occur at the intersection of horizontal and vertical joints or on the centre lines of tiles.

4.5.15.6 Joints:

Install suitable expansion joints in the tiling to minimise thermal movement of the tiling. The location of expansion joints will be confirmed with the Superintendent prior to installation. Joints to be installed in accordance with AS3958.1 2007 *Ceramic tiles – Guide to the installation of ceramic tiles* and manufacturer instructions.

- Provide suitable proprietary aluminium or stainless-steel movement joints to delineate tiling into suitably sized bays.
- Provide expansion joints around the perimeter of the balcony, and at junctions with all adjoining building elements, and at any other internal corners.
- *Depth of joints:* To substrate.
- *Sealant width:* Not less than 6mm. Not more than 10mm.
- *Sealant depth:* Not less than 6mm (12mm preferred). Not less than half the joint width.
- *Sealant type:* *Ardex ST Silicone*, applied in accordance with manufacturer instructions (refer Appendix B – Data Sheets). Colour to be confirmed. Allow to apply *Ardex SP1* primer prior to sealant application as required.
- Tile levels shall be flush with existing where joints are located (where appropriate).

4.5.15.7 Grout:

The grout for the new tiling shall be *Ardex FGB* (refer Appendix B – Data Sheets).

The *Ardex FGB* grout shall be mixed with *Ardex Grout Booster* (refer Appendix B – Data Sheets).



4.5.16 New aluminium-framed balcony sliding doors

4.5.16.1 Style and design:

The new aluminium-framed balcony sliding doors shall be *Architectural window systems (AWS) Series 702 SlideMASTER* (external sliding) sliding door.

The new balcony sliding doors shall extend the full height of the doorway openings.

4.5.16.2 Surface finishing:

The aluminium framework of the new balcony sliding doors shall be finished in *Dalux Duratec X15 Super Durable Polyester* powder-coating.

For the purposes of tendering the colour of the powder-coating finish will match existing.

Powder-coating shall be undertaken in accordance with AS3715-2017 *Metal finishing – Thermoset powder coating for architectural applications*.

4.5.16.3 Glazing:

The glass for the new balcony sliding doors shall be 6mm thick toughened *Viridian SmartGlass SP30 in 'Neutral Panoramic'*.

All glass and glazing shall be in accordance with relevant Australian Standards AS1288-2006 *Glass in buildings – Selection and installation* and AS2208-1996 *Safety glazing materials in buildings*.

4.5.16.4 Wind & water ratings:

The new balcony sliding door units will provide the following minimum wind and water ratings:

Water rating: 450 Pascal

Wind rating: 1500 Pascal

4.5.16.5 Locking mechanisms:

Key operated locking mechanism for all balcony doors are to be provided as part of the tender submission.

4.5.16.6 Furnishings & hardware:

Corrosion resistant hardware and furnishings.

4.5.16.7 Insect screens:

Include provisions in the balcony door framework for insect screens (but not the screens themselves).

4.5.16.9 Storm moulds:

Supply and install matching anodised aluminium storm moulds to the perimeter of the sliding door frames. Storm moulds shall be appropriately fixed to the head and reveals, and the leading edge of the storm-mould sealed with *Porchem Emer-Seal PU2S* or similar approved.

Also provide an additional anodised aluminium (or similar approved) trim plate/back angle to the inside face of each door sill to conceal the upturn of the new sill flashing. Provide suitable mechanical and/or adhesive fixings to secure the new trim plate to the inside face of the door sill.



4.5.16.10 Installation:

Confirm all dimensions on site prior to installation.

Frames shall be installed plumb and square and shall be mechanically fixed into position, with corrosion resistant stainless steel, 316 marine grade screws or fixing lugs spaced at 450mm maximum centres. Fixings shall be designed to ensure that all stresses, weights and wind loads are transferred into the structure through such fixings.

Provide all adequate seals, head flashings and storm moulds to all new balcony door units as required.

Ensure adequate drainage and sub-sill drainage provisions to prevent water penetration and to prevent water accumulating in the sub-sills.

Ensure that the ends of balcony sliding door sub-sills are adequately capped and sealed. The application of mass sealant within the ends of the sub-sill framework will not be permitted.

Seal all external gaps with matching and compatible storm moulds as required. Seal internal gaps with either flexible/paintable sealant or cement render.

Parchem Emer-Seal PU 25 (refer *Appendix B – Data Sheets*) or equivalent shall be applied to internal gaps of 10mm or less and cement render to internal gaps over 10mm.

4.5.16.11 Repair of internal linings:

Reinstate and repair adjoining internal linings upon completion of the balcony door installations.

Repaint all balcony doorway reveals and sills post installation of the new balcony sliding door units. Painting shall be undertaken in accordance with the *General Painting Specification* in *Appendix A*.

The extent of painting shall encompass the entire area of each wall or other element where works are performed (as required).

4.5.17 Warranties

The supply and installation of all new balcony doors shall be covered by Statutory Warranties in accordance with Section 18B of the *Home Building Act 1989* (NSW) and the Australian Window Association guarantee for fabrication and workmanship.

4.5.18 Rendering of perimeter hob

Allow to render the perimeter hob following removal of the tiles. The finish shall be prepared for application of a waterproof membrane on the hob, which shall be detailed around the base of the balustrade posts.



4.6 WINDOW REPLACEMENT

4.6.1 General

There are isolated instances of water penetration surrounding some of the buildings windows.

The Contractor shall allow to replace nominated windows in accordance with the following.

4.6.2 Standards

The design, fabrication, supply, and installation of the new windows shall be undertaken in accordance with the following:

- Building Code of Australia 2018.
- AS2047-1999 *Windows in buildings – Selection and installation.*
- AS1288-2006 *Glass in buildings – Selection and installation.*
- AS2208-1996 *Safety glazing materials in buildings.*
- AS1170.11-2012 *Structural design actions – General principles.*

Note: This list is not necessarily exhaustive.

4.6.3 Locations

Remove and dispose of all of the original aluminium-framed windows and all associated flashings and fixings to all areas of the buildings including, but not limited to, the following:

- 68 Eton – Unit 106 – Bedroom 2
- 68 Eton – Unit 201 – Eastern façade windows
- 68 Eton – Unit 301 – Eastern façade windows
- 68 Eton – Unit 401 – Eastern façade windows
- 68 Eton – Unit 402 – living room
- 51 Merton – Unit 102 – Bedroom 2
- 51 Merton – Unit 301 – Bedroom 1

4.6.4 Internal access to units

Establish a schedule for window replacement in order to provide adequate notification to all residents. Although internal access to units is unavoidable, every attempt will be made to minimise disruption to residents.

4.6.5 Internal furnishings and finishes

Assist with the temporary relocation and reinstatement of internal furnishings and linings prior to the removal/replacement of the windows. Protect and/or temporarily remove all adjoining internal linings, fittings and fixtures such as vertical venetian and holland blinds, pelmets etc. during the works. The Contractor will be responsible for the rectification of any damage inflicted on same during the works.

4.6.6 Demolition

Remove all existing aluminium-framed windows and all associated sills, frames, storm moulds, sealant remnants, angles, turn, etc. Temporarily remove any external window security screens to facilitate the window replacement process.



Make every attempt to minimise damage to existing finishes to window sills, reveals and adjacent walls. These include, but are not limited to tiles, glass (toughened or otherwise), timber, marble, render coatings. Any damaged inflicted on adjoining surfaces, finishes or other elements shall be repaired / reinstated.

Complete demolition work in sequence so that windows are removed and replaced without undue exposure to the elements and so as not to compromise building security.

Remove all demolished materials from site. All demolished materials remain the property of the Contractor.

Undertake all demolition works in accordance with *Section 3.0 Preliminaries* and *Section 4.1* of this document, AS2601-2001 *Demolition of Structures* and current NSW WorkSafe Work, Health & Safety (WHS) Regulations.

4.6.7 Window frames

Style and design:

Matching current configuration (AWS system below):

Architectural window systems (AWS) Series 461 (commercial series) sliding window.

Architectural window systems (AWS) Series 456 (commercial series) awning window.

Surface finishing:

The aluminium framework of the new windows shall be finished in *Dulux Duratec* powder-coating.

Application of the powder-coating shall be in accordance with the manufacturer's specifications.

For the purposes of tendering, the colour of the powder coating finish will be a solid or pearl from the standard colour range.

Powder coating shall be undertaken in accordance with AS3715 2002 *Metal finishing – Thermoset powder coating for architectural applications*.

4.6.8 Glazing

The glass for the new windows shall be:

≥ 4mm thick, toughened **Viridian SmartGlass SP30** in 'Neutral Panoramic' panels with a 24mm aluminium spacer.

All glass to be fitted in the bathrooms shall be frosted

All glass and glazing shall be in accordance with relevant Australian Standards AS1288-2006 *Glass in buildings Selection and installation* and AS2208-1996 *Safety glazing materials in buildings*.

4.6.9 Wind and water ratings

The new window units will provide the following minimum wind and water ratings:

Water rating: 450 Pascal (minimum)

Wind rating: 1500 Pascal



4.6.10 Locking mechanisms

Standard key operated locking mechanisms for all windows are to be provided as part of the tender submission.

4.6.11 Furnishings and hardware

Corrosion resistant hardware shall be supplied and installed (where applicable).

All windows must be installed with adequate opening-restricting hardware to ensure compliance with the *Building Code of Australia*

4.6.12 Warranties

The supply and installation of all new windows shall be covered by Statutory Warranties in accordance with Section 18B of the Home Building Act 1989 (NSW) and the *Australian Window Association* guarantee for fabrication and workmanship.

4.6.13 Window installation

Confirm all dimensions on site prior to installation.

Window installation shall be undertaken in accordance with relevant Australian Standards, AS2047-1999 *Windows in buildings – selection and installation*, AWS technical data sheets.

Certification of window frames shall be provided upon completion of the project in accordance with AS1170.2-2002 *Structural design actions – Wind actions*, authorised by a qualified engineer on behalf of the Contractor.

Frames shall be installed plumb and square and shall be mechanically fixed into position, with corrosion resistant stainless steel, 316 marine grade screws or fixing lugs spaced at 450mm maximum centres. Fixings shall be designed to ensure that all stresses, weights and wind loads are transferred into the structure through such fixings.

Any window reveals where the external face is set back shall be cut internally in line with the external face and rendered and painted as necessary.

Provide all adequate seals, sill flashings, and storm moulds to all new window units as required.

Ensure adequate drainage and sub-sill drainage provisions to prevent water penetration and to prevent water accumulating in the sub-sills.

Ensure that the ends of window sub-sills are adequately capped and sealed.

Seal all external gaps with matching and compatible storm moulds as required. Seal internal gaps with either flexible/paintable sealant or cement render. Neat 15mm trim angles may also be used to conceal gaps where acceptable to the Superintendent

Parchem Emer-Seal PU25 (refer Appendix B – Data Sheets), trim angles or equivalent shall be applied to internal gaps of 10mm or less and cement render to internal gaps over 10mm.



4.6.14 Repair of internal linings

Reinstate any internal render adjoining the windows that was damaged during the replacement of the windows (heads and reveals).

Repaint all windows reveals post installation of the new window units. Painting shall be undertaken in accordance with the *General Painting Specification* in Appendix A, and in general accordance with Section 4.11 *External Painting*. Use *Dulux* products suitable for the respective substrates.

The Contractor shall allow to finish the windows with appropriate moulds around the perimeter. All care should be taken not to damage the internal finishes.

4.6.15 Fly Screens

Supply fly screens to all new windows.

4.6.16 Completion

Replace any damaged glass and leave clean and free from defects and in good condition. Return any removed furnishing to its original position.

Reinstate any security screens removed during the window replacement process.



4.7 JOINT SEALANT INSTALLATION & RENDER COATING REPAIRS

4.7.1 General

All sealed joints throughout the accessed external building facades (e.g. between the *Hebel* wall panels) are to be re-sealed in accordance with the following

There is evidence of cracking of the render coating adjoining some of the *Hebel* wall panel joints. This shall be repaired in accordance with the following.

4.7.2 Render skim coating repairs

All works shall be carried out in general accordance with HB161-2005 *Guide to Plastering*, good building practice and the specifications.

4.7.2.1 Quantity

We have assigned the following provisional quantities:

- Provisional quantity of **150.0 lineal metres** of 200mm wide render repairs to rectify narrow sections of cracked and delaminating render (adjoining joints). The Contractor shall provide a cost to perform the works based on this quantity.

Provide additional rates with the lump sum tender to allow the provisional quantities to be adjusted up or down depending on the amount of render repairs that are found once works begin on site.

4.7.2.2 Preparation

All substrate preparation shall be in strict accordance with the manufacturer's instructions that are outlined in the product data sheet (refer Appendix B – Data Sheets).

All areas to receive the skim/fairing coat shall be clean, sound, and free from dust, debris, oil, grease, wax, and loose matter, and otherwise prepared in strict accordance with the manufacturer's instructions.

4.7.2.3 Application

The render repairs shall be undertaken using *AcroTex Hebel High Build* (refer Appendix B – Data Sheets). Apply the *AcroTex Hebel High Build* to a prepared substrate using a trowel in accordance with the manufacturer specifications. Maximum thickness 12mm (using two coats) and minimum thickness 4mm (one coat).

Finish with a steel trowel to provide an even texture that matches the existing finish.

Allow to apply a sample to ensure the texture matches as close as possible to the existing coating, for approval by the Principal.



4.7.3 Application of new sealant

The sealant for the joints shall be:

- *Ardex RA 030* (refer *Appendix B – Data Sheets*).

Apply the sealant to all joints throughout the building exterior. Application of the sealant, including all substrate preparation, application, drying etc. shall be in strict accordance with the manufacturer's instructions that are outlined in the product data sheet (refer *Appendix B – Data Sheets*).

Carefully rake out and remove the existing sealants and all other matter (e.g. foam backing rods) from the joints. Ensure the surrounding surfaces are adequately protected during the sealant extraction process to avoid inflicting damage on same.

All areas to receive the new sealant shall be dry, clean, sound, and free from dust, debris, oil, grease, wax, and loose matter, and otherwise prepared in strict accordance with the manufacturer's instructions. Mask the edges of all joints with a suitable tape or similar as required.

Apply the sealants as specified above. Sealant must be tooled to provide a concave finish to the joint surface.

A suitable open cell foam backing rod should be inserted prior to applying the sealant. Use *Expandofoam PEF Rod*.

Remove and clean excess sealant residue progressively during the application process. Clean all surfaces surrounding the joints as required upon completion of works.

4.7.4 Inspections

The Superintendent and joint sealant manufacturer shall be given notice at the following stages so that an inspection of the work may be performed:

- Upon completion of substrate preparation, prior to application of the sealant.

Give at least 24 hours' notice for each inspection.



4.8 SEALANT INSTALLATION AROUND ALL WINDOWS

4.8.1 General

Seal around the perimeter of all windows in accordance with the following.

4.8.2 Installation of new storm moulds surrounding windows.

The Contractor shall allow to supply and install new powder coated storm moulds surrounding the window perimeters for all windows at the complex. The new storm moulds shall be adequately sealed onto the existing window frames and the adjoining external building façades with ARDEX RA 030 PLUS (refer to Appendix B – Data Sheets).

Application of the sealant including all substrate preparation, application, drying etc. shall be in strict accordance with the manufacturer's instructions that are outlined in the product data sheet (refer Appendix B – Data Sheets).

Where there are existing storm moulds, allow to carefully rake out and remove the sealant and storm moulds from the window without damaging the window powder/anodised coating. The Contractor will remain responsible for any damage inflicted onto the window finishes during the works, and will be responsible for the rectification of damage to same.

Allow to install suitably sized foam backing rods (*Expandafourn PEF Rod*) in large openings between the window frames and external walls.

Ensure the surrounding surfaces are adequately protected during the sealant extraction process to avoid inflicting damage on same.

All areas to receive the new sealant shall be dry, clean, sound, and free from dust, debris, oil, grease, wax, and loose matter, and otherwise prepared in strict accordance with the manufacturer's instructions.

Remove and clean excess sealant residue progressively during the application process. Clean all surfaces surrounding the joints as required upon completion of works.



4.9 BAY WINDOW & ROOF FLASHING REPLACEMENT

4.9.1 General

The following units are affected by water penetration via the protruding roof structures in 68-70 Eton Street.

- Unit 108/68;
- Unit 203/68;
- Unit 204/68.



4.9.2 Roof and box gutter investigation

Investigation

Prior to undertaking any roof work, the Contractor shall allow to flood test all other roof elements that are not being replaced as part of this works package. This includes (but not limited too):

- Metal deck roof sheeting;
- Roof sheeting fixings; and
- The box gutter at the facade.

4.9.3 Flood testing

General

Internal water penetration is affecting multiple areas through the building. The Contractor shall allow to perform investigative work to determine the source(s) of water penetration. The locations include:

- 68 Eton - Unit 108;
- 68 Eton - Unit 203;
- 68 Eton - Unit 204.
- 70 Eton – Unit 502
- Any locations directed by the Superintendent during the remedial building works.



Scope of works

In order to precisely determine the source(s) of the water penetration, the following investigative methodology is to be carried out.

- Flood testing the external elements (i.e. flashings, penetrations, walls, windows above protruding roof);
- Removal of internal plasterboard linings;
- Flood testing the box gutter above Unit 501; and
- Flood testing the box gutter above Unit 502.

The method of investigation shall be directed by the Superintendent on a case-by-case basis.

Provisional sum

A **Provisional Sum** of **\$10,000.00 plus GST** has been allocated for the testing and rectification of any damage caused due to the flood testing (i.e. replacement of plasterboard).

Provisional Sum

A provisional sum included in the contract shall not itself be payable by the Principal, but where the Superintendent has directed the Contractor to perform the work or item to which the provisional sum relates, reasonable rates or prices shall be used in any valuation made by the Superintendent.

4.9.4 Apron flashing replacement/addition

Install new flashings over the existing vertical pressure seal at the façade with a colour matched flashing. Ensure the flashing is detailed into the Hebel wall panel with a reglet. Seal the junction with suitable construction sealant.

Install foam weather strips (such as Compriband or similar) beneath all flashings during installation.

Flashings are to be fabricated with Colorband steel or equivalent (colour to match existing).



4.10 ROOF FLASHING REPLACEMENT – 53 MERTON STREET

4.10.1 General

The eastern wall of Unit 501 (located on the top floor) has been affected by water penetration via the junction of the lower eastern roof.



Gain access to the lower roof and install a new apron flashing in accordance with the following:

4.10.2 Apron flashing replacement/addition

Install a new apron flashing over the existing vertical pressure seal flashing at the eastern façade, with a colour matched flashing.

Ensure the flashing is detailed into the *Hebel* wall panel with a reglet. Seal the junction with suitable construction sealant

Install foam weather strips (such as *Compriband* or similar) beneath all flashings during installation.

Flashings are to be fabricated with *Colorbond* steel or equivalent (colour to match existing).



4.11 EXTERNAL PAINTING

4.11.1 General

Repaint the nominated sections of the building exterior in accordance with the following, the *General Painting Specification* in *Appendix A*, and the *Taubmans Paint Specification* in *Appendix C*.

4.11.2 Elements of building exterior to be re-painted

The following elements of the building exterior are to be re-painted in conjunction with the window replacements and other works:

- All external wall surfaces (including balustrades, external walls, window reveals etc).
- Concrete balcony slab soffits.
- Eaves/soffit lining sheets.
- Masonry/rendered blockwork façade walls.
- External columns.
- Garden & walkway walls.
- Driveway walls.
- Downpipes & façade mounted service conduits/clips/fixings.
- All previously painted building elements not listed above.
- All other elements listed in the *Taubman's Painting Specification* in *Appendix C*.

If there are any ambiguities regarding elements to be painted or the locations or extent of the painting, consult with the Superintendent during the tender period for confirmation. Variations for additional painting work will not be accepted during the project, unless directed by the Superintendent.

4.11.3 Materials

Taubmans products appropriate for the respective substrates. Refer to the *Exterior Painting Schedule* in the *Taubmans Paint Specification* in *Appendix C*.

Liaise with the manufacturer concerning the application of specific products.

The new paints shall match the existing, in texture and colour(s) unless advised otherwise by the Superintendent in the form of a written site instruction.

4.11.4 Application

Apply the paint systems in accordance with the manufacturer's instructions.

Allow for the removal and reinstatement of all fixtures required to undertake painting.

4.11.5 Surface preparation

Where practical and necessary remove existing surface coatings from all surfaces prior to painting. No new paint work shall only be applied over the existing surface coatings unless confirmed with the Superintendent. The appropriate surface treatments to corroding elements shall be applied prior to painting.

All areas to be painted shall be clean, dry, free from oil, grease, wax, dust and loose matter. Where practical and necessary all existing paint shall be removed, exposing the original substrate.

4.11.6 Treatment of corrosion

Conduct an inspection and assessment of all steel elements with the Superintendent in order to identify all areas where corrosion has developed. Treat and repair this corrosion in accordance with the following.

Abrade existing paint using a non-metallic abrasive nylon pad to remove all loose or flaking paint, powdery chalk and gloss, and to provide a uniformly roughened surface for adhesion of the new paint system. Surfaces around areas with peeling or flaking paint must be checked for coating adhesion using AS1580.408.2 X-cut tests. Coatings must be removed if adhesion rating is 3 or worse.

Remove all visible corrosion and loose coatings by power tool cleaning in accordance with the relevant sections of AS1627.2, to produce a surface cleanliness corresponding to at least Class St 2 of AS1627.9. Sound zinc rich primer does not require removal.

Use of non-woven nylon abrasive discs such as *3M Clean 'n' Strip* or rotating hardened pin impact brushes such as the *MBX Bristle Blaster* are preferred.

Power wire brushing with cup-shaped brushes may be required for cleaning in tight corners.

Grinding discs may be required for cleaning out rebates and crevices.

Feather edges of intact paint to remain.

Allow steel surfaces to dry, and remove all residual loose matter from surfaces to be primed and painted.

Prime any bare metal as soon as practical, before the surface oxidises or becomes re-contaminated.

4.11.7 Material Safety Data Sheets

Obtain all relevant Material Safety Data Sheets (MSDS) showing the health and safety precautions to be taken during application of all products and be responsible for implementing those precautions. Copies of all relevant MSDS shall be provided by the Contractor to the Superintendent and kept on site at all times.

4.11.8 Colours

Colours will be confirmed by the Principal. It shall be the Contractors responsibility to ensure consistent colour coverage. Adequate stocks of material should be delivered to site to complete a single elevation or specified area at one time. If more than one container of tinted or hand mixed colour is to be used, they shall be boxed to guard against possible colour variations. Where large areas are to be coated, pre-mixed factory tinted material shall be ordered well in advance of application schedule.

External durability of colour will be assessed as per AS2700. Various colours may not have warrantable external performance therefore Colour Schedule should be referred to *Taubmans* prior to application.

4.11.9 Preliminary inspection

Inspect the substrate and ensure it is fit to receive the specified coating, produce the specified finish and comply with the relevant documents and standards which specify minimum standards of substrate preparation and their tolerances.

These can be, but are not limited to, the following:

- AS2311-2009 *Guide to the Painting of Buildings*



- *AS2312 1:2014 Guide to the Protection of Structural Steel Against Atmospheric Corrosion by the use of Protective Coatings.*

All notices of unfit substrate should be made in writing immediately after the problem is detected.

Commencement of application of the coating to the substrate shall be deemed to mean that the Contractor has certified that the surface is fit for the receipt of the specified coatings.

It is the responsibility of the Contractor at the time of preparing the sample reference area (see below) to advise the Superintendent if the substrate condition and preparation is not of sufficient standard to produce the specified finish.

4.11.10 Protection

Provide protection by masking or covering all surfaces and elements adjacent to the area being coated including, but not limited to balconies, balustrades, windows, sliding doors, catwalks, pathways, driveway etc. Provide drop sheets and dust covers as required

The Contractor shall be responsible for any tarnishes, loss or damage that may be caused to the property while the painting work is being carried out, and all necessary cleaning post completion of the works. Remove all protection upon completion of the application.

4.11.11 Cleaning

Remove paint over-runs, splashes, spills etc progressively. Clean all areas of work at the completion of each day. Cleaning shall be in accordance with Section 3.0 Preliminaries.

4.11.12 Inspection

The Superintendent or representative authorised by the Superintendent may carry out examination of the work on behalf of the Superintendent and such shall have reasonable access to the site for this purpose. Hold points for inspection shall be established between the Superintendent and the Contractor before commencing work.

Defective work shall be marked with chalk, adhesive inspection labels or masking tape.

Advise the Superintendent in sufficient time to be in attendance without unnecessary delay or hindrance to the progress of work.

4.11.13 Warranties

The painting works shall be performed by a Contractor approved by the manufacturer, and the painting material and application shall be guaranteed by the Contractor for a minimum of two years. An additional 'back-to-back' warranty shall be supplied by the manufacturers for materials.

4.12 51 MERTON – UNIT 102 & 103 LOWER COURTYARD WATERPROOFING

4.12.1 General

Water penetration is affecting the Unit 102 second bedroom and the Unit 103 living room consequent to deficient waterproofing provisions of the external courtyard area. Re-waterproof and re-surface the courtyard slab and waterproof the façade in accordance with the following.

4.12.2 Standards

All waterproofing works shall generally be executed in accordance with the requirements of:

- AS4656.2-2012 *Waterproofing membranes for external above-ground use Part 2: Design and installation*.
- Master Builders Australia Waterproofing Guide Book 2 (External Waterproofing: Balcony Decks).
- Building Code of Australia Volume 1 Section F Health & Amenity (Part F1 Damp and Weatherproofing).

4.12.3 Removal & reinstatement of structures & fixtures

As required, temporarily disconnect, dismantle, and remove all structures and fixtures throughout the courtyards that will impede the execution of the buildings works (including, but not necessarily limited to):

- Electrical conduits, external GPOs, and all other associated wiring and other electrical infrastructure as required (to be undertaken by a licenced and qualified electrician).
- Electrical and any other lights, and all associated electrical wiring and other infrastructure as required (to be undertaken by a licenced and qualified electrician).
- Taps, and all other water supply pipe work (to be undertaken by a licenced and qualified plumber).
- Downpipes discharging onto/into or penetrating through courtyards (to be undertaken by a licenced and qualified plumber).
- Gas supply pipe work and other gas supply infrastructure (to be undertaken by a licenced and qualified plumber or gas fitter).
- Drainage grates and outlets.
- Air-conditioner condenser units and all associated equipment.

Store the structures and fixtures safely and securely in an appropriate location during the works.

Reinstate the structures and fixtures in their original positions upon completion of the works. Include the supply of all associated fixings, anchors, sealants, and other accessories as required.

Exercise care during the removal, storage and reinstatement of the structures and fixtures to avoid inflicting damage on same.

4.12.4 Removal of sliding doors & fixed pane windows

Remove and discard the aluminium-framed sliding door and fixed pane window assemblies adjoining the courtyard (including all associated fixings, angles, flashings, sub-sills, trims, and all other accessories).

Erect and construct temporary cladding around the sliding door openings to ensure the security and weather-resistance of the unit is maintained throughout the duration of the works. Ensure that the temporary cladding is installed so that it is water-tight, and resistant to wind and other loadings. Dismantle and remove the cladding upon completion of the waterproofing works.



4.12.5 Demolition

Demolish the following elements around the courtyard:

- All surface and skirting tiles.
- All bedding screed material (to expose surface of concrete slab substrate below)
- Any stormwater drainage equipment or other services, including any pipe work embedded in bedding screed materials.
- Remnants of original waterproof membrane coatings and sealants in exposed areas.
- The base of the Hebel façades for cavity flashing installation
- The base of any lightweight fibre cement cladding around the courtyards.

Undertake all demolition works in accordance with *Section 3.0 Preliminaries* and *Section 4.1* of this document, AS2601-2001 *Demolition of Structures* and current NSW WorkCover Work Health & Safety (WHS) Regulations. Particular attention will be paid to the sections relating to the identification, protection and diversion of building services throughout the courtyards.

Remove all demolished materials from site. All demolished materials remain the property of the Contractor.

Provide dust-screens and covers to protect adjoining elements and surfaces and the immediate environment from dust and debris. All elements shall be protected from damage, and if any damage is sustained, it shall be repaired to its original condition or replaced at the expense of the Contractor.

Provide adequate support for all structures, services, and other building elements that are disrupted by the demolition.

4.12.6 New concrete hob construction

Construct new concrete hobs at the sliding door and fixed pane windows in the courtyards.

Form 100mm wide x 100mm high (nominal) hobs using minimum 32MPa strength concrete for the purposes of creating an upwards termination in the new waterproof membrane behind the new doors.

The concrete hobs shall comprise steel reinforcement of N12 vertical bars dowelled into the concrete slabs at ~600mm centres and a single N12 horizontal bar appropriately tied to vertical bars allowing or minimum 40mm cover.

4.12.7 Concrete slab crack repairs

Repair cracking that may have developed in the concrete slabs as required and as directed by the Superintendent.

4.12.7.1 Preparation:

Chase/ grind out the cracks to a depth not exceeding 5mm using suitable mechanical means. Ensure generation of dust/debris is minimised. Protect surrounding areas from dust/debris. Remove and dispose of all dust/debris upon completion of crack preparation.

Ensure that the concrete is prepared and cleaned adequately to accept the primer and sealant in strict accordance with the sealant manufacturer instructions.

4.12.7.2 Priming:

Prime the cracks/chases in the concrete using *ARMA-FLEX L139 PRIMER* supplied by *Adhesive Engineering* in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.12.7.3 Sealant:

Apply *ARMA-FLEX "V"* supplied by *Adhesive Engineering* into the cracks/chases in the concrete in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.12.7.4 Alternative product

The Contractor may nominate an alternative product provided the alternative product provided is equivalent to and meets the requirements of the specified product. Should an alternative product be proposed the Contractor is to nominate the alternative and supply all the necessary technical information with the tender submission. The Contractor must provide a tender price for the specified product and provide an additional tender price for the alternative product.

4.12.7.5 Provisional Quantity:

A provisional quantity of **two (2) lineal metres** of crack sealing has been nominated. Provide a cost to perform the works based on this quantity.

Submit a lineal metre additional rate for top surface crack sealing that shall be used in the event that additional top surface crack sealing is necessary.

4.12.8 Application of temporary waterproofing sealer

Upon completion of demolition works apply a temporary waterproofing sealer to the exposed concrete slabs throughout the courtyard in accordance with the following. The purpose of the temporary waterproofing sealer is to weather-proof the exposed concrete slabs prior to installation of the primary waterproof membrane system, and to eventually become a secondary substrate waterproofing provision.

Application of the waterproofing sealer shall be carried out in strict accordance with manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.12.8.1 First layer:

The first layer of the temporary waterproofing sealer shall comprise 1 part *Ardex WPM 405 (Sheltercrete Additive)* and 2 parts cement (by volume). The mixture shall be applied to a pre-moistened substrate. Apply the first coat of the temporary waterproofing sealer to the concrete slabs and surrounding elements throughout the courtyard to achieve a minimum 1mm wet bed thickness.

Application and use of the temporary waterproofing sealer mixture comprising the *Ardex WPM 405* shall be in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.12.8.2 Second layer:

The second layer of the temporary waterproofing sealer shall comprise 1 part *Ardex WPM 405 (Sheltercrete Additive)* and 2 parts cement (by volume). The mixture shall be applied at all right-angle and other junctions throughout the concrete courtyard slabs and surrounding elements in accordance with the manufacturer's instructions (refer *Appendix B – Data Sheets*).

4.12.8.3 Surface preparation:

Ensure all substrates are in suitable condition to receive the temporary waterproofing sealer. The substrates shall be clean, sound, and free from oil, grease, wax, flaking material, dust and other loose matter. Particular attention shall be paid to removing any existing membrane and bituminous coatings. Remove all sharp protrusions from the substrates.

All joints, cracks, surface deviations and the like shall be repaired as specified by the sealer manufacturer.

4.12.8.4 Detailing:

The temporary waterproofing sealer shall be applied onto, against, around, behind, and into all building elements surrounding and within the courtyard in accordance with the manufacturer's instructions. These include, but are not necessarily limited to:

- Concrete dividing walls.
- Beneath external *Hebel* facades.
- Hobs and thresholds around courtyard doorway.
- Stormwater drainage infrastructure (downpipes, drainage outlets, overflow outlets, etc).
- Structural joints in concrete courtyard slabs.
- All services penetrations.
- All building services infrastructure.
- All other breaks in the substrates.
- All other adjoining building elements.

Note that the list is not necessarily exhaustive.

As required, ensure all perpendicular junctions are appropriately prepared and detailed by creating suitable coving details with suitable sealant and polyethylene bond breaker tape.



4.12.8.5 Inspections:

Give notice at the following stages so that an inspection of the work may be performed.

1. Upon completion of all surface preparation, prior to the application of the temporary waterproofing sealer.
2. Upon application of the first layer of the temporary waterproofing sealer (comprising *Ardex WPM 405*).
3. Upon application of the second layer of the temporary waterproofing sealer (comprising *Ardex WPM 405*).

No work is to proceed to the next stage without the approval of the Superintendent. A representative of the manufacturer is also authorised to inspect the works and provide any recommendations.

4.12.9 Stormwater drainage

Assess and rectify the stormwater drainage systems servicing the courtyard in accordance with the following:

- ✓ Clear all blockages from stormwater drainage pipes (including mineral build-ups and cement residue etc).
- ✓ Ensure the stormwater drainage pipes are correctly connected and are not leaking.
- ✓ Install new drainage outlets with incorporated flanges and removable grates.

Undertake all stormwater drainage work in accordance with the National Construction Code volume Three *Plumbing Code of Australia*.

A **Provisional Sum of \$1,500.00 plus GST** is allocated to address any other deficiencies with the stormwater drainage system as required and as directed by the Superintendent (i.e. in addition to the tasks listed above).

Perform the works and the provisional sum assigned shall be expended against the actual labour and materials required in accordance with the following:

Refer to Section 2.2 of this Tender Documentation *SPECIAL CONDITIONS OF CONTRACT*, Clause 2 – *NATURE OF CONTRACT*

2.3 Provisional Sum

A provisional sum included in the contract shall not itself be payable by the Principal, but where the Superintendent has directed the Contractor to perform the work or item to which the provisional sum relates, reasonable rates or prices shall be used in any valuation made by the Superintendent.

4.12.10 Substrate screeding (pre-fall)

Prior to installing the waterproof sheet membrane system, apply a sand and cement screed to the prepared concrete substrates with adequate falls to existing (or new) drainage outlets

<u>Minimum fall:</u>	1% (10mm/1m)
<u>Materials:</u>	Sand: cement (3:1)
<u>Admixture/mixing water:</u>	Water: <i>Ardex WPM 405</i> (4:1)

Use washed Sydney sand and/or appropriate additives to prevent leeching and efflorescence staining from occurring.

Include *ARDEX WPM 405 (Sheltercrete Additive)* as a waterproofing additive in the bedding material in accordance with the manufacturer's recommendations (refer to *Appendix B – Data Sheets*).

Contact the Superintendent to inspect the levels of the newly laid screeds a minimum of 24 hours prior to the application of the new waterproof membrane.

4.12.11 Application of new waterproof membrane system

Supply and install a new waterproofing sheet membrane system to the courtyard area and surrounding elements in accordance with the following.

Installation of the new waterproof membrane system shall be carried out in strict accordance with manufacturer's instructions (refer *Appendix B – Data Sheets*), and with AS4654.2-2009 *Waterproofing membrane systems for exterior use-above ground level*.

4.12.11.1 Waterproof membrane

Supply and install an appropriate sheet waterproof membrane equivalent to *ARDEX Butynol WPM 1000* (refer *Appendix B – Data Sheets*).

The specified *ARDEX Butynol WPM 1000* or equivalent shall be installed in accordance with the manufacturer's recommendations.

Supply and install all associated detailing components in accordance with the manufacturer's recommendations and this specification.

4.12.11.2 Surface preparation:

Ensure all substrates are in suitable condition to receive the new waterproof membrane system. The substrates shall be dry, clean, sound, and free from oil, grease, wax, flaking material, dust, and other loose matter. Particular attention shall be paid to removing any existing membrane. Remove all sharp protrusions from the substrates.

All joints, cracks, surface deviations and the like shall be repaired as specified by the membrane manufacturer.

Any surfaces receiving the new waterproof membrane system must be prepared by washing, and the waterproof membranes are to be installed on the same day. Any areas left overnight after washing should be re-washed before membrane installation to remove any salt contamination from salt mist and/or air pollution.

4.12.11.3 Detailing:

The new waterproof membrane system shall be installed under the following building elements:

- Light-weight FC sheet walls.
- Light-weight *Hebel* façade walls.

The new waterproof membrane system shall be turned-up onto and terminated against, around, behind and into all building elements surrounding and within the courtyard in accordance with the manufacturer's instructions. These include, but are not necessarily limited to:

- Masonry dividing walls.
- Stormwater drainage infrastructure.
- All services penetrations.
- The angle set behind the courtyard door and window assemblies.

Note that the list is not necessarily exhaustive.

Ensure all perpendicular junctions are appropriately prepared and detailed by creating suitable coving details with suitable sealant and polyethylene bond breaker tape.

4.12.11.4 Cavity Flashing:

Install the *ARDEX Butynol WPM 1000* into the cavity behind the Hebel façade panels. Allow to provide FC sheeting inside the cavity which will be screwed onto the steel framing. The FC sheeting will enable the waterproof membrane to have a substrate to adhere to within the cavity.

Support the base of the *Hebel* with newly installed rendered brickwork. Provide weepholes in the form of open perpend to the external leaf directly above the new flashings. Spacing of weepholes not to exceed 1200mm. Keep weepholes clear of all mortar and debris.

4.12.11.5 Inspections:

All works are to be undertaken in accordance with the manufacturer's specifications. The Contractor shall liaise with a representative of the suppliers and arrange for inspections during the works.

4.12.11.6 Warranties:

A pre-qualified Contractor approved by the manufacturer and well-trained in the application of the membrane system shall install the membrane system. The Contractor shall guarantee application for a minimum of ten (10) years. The membrane manufacture will also guarantee the product for a minimum of ten (10) years.

Repairs required during the warranty period shall be performed without charge to the Principal. The guarantee of labour and materials shall be made out to the Principal with an additional material warranty to be provided by the manufacturer.

4.12.11.7 Alternative waterproof membrane system:

The Contractor may nominate an alternative waterproof membrane system provided the alternative system nominated is equivalent to and meets the requirements of the specified system. Should an alternative system be proposed, nominate the alternative system and supply all the necessary technical information with the tender submission. Provide a tender price for the specified system and provide an additional tender price for the alternative system.

4.12.12 Waterproof detailing beneath aluminium-framed doors and windows

In order to completely seal the aluminium-framed courtyard sliding doors, the doors will need to be removed to detail the waterproof membrane adequately underneath the assemblies.



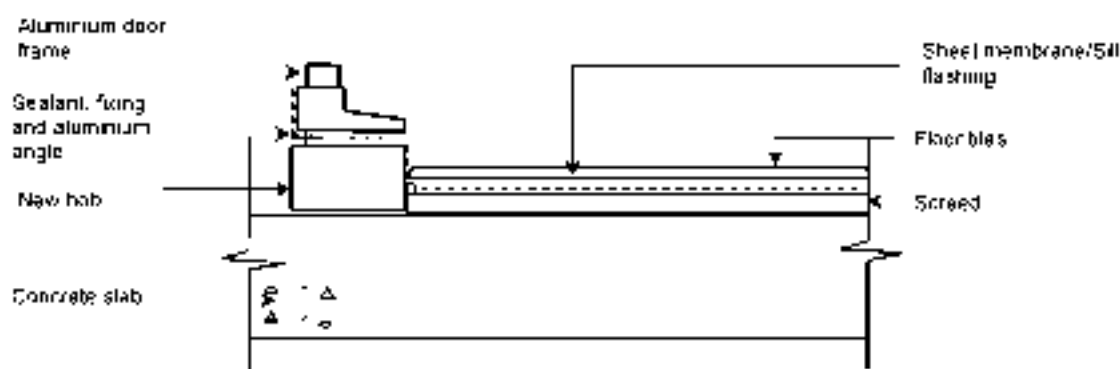
4.12.12.1 Removal of aluminium-framed doors and waterproof membrane detailing

The Contractor will allow to remove storm moulds, window/door sashes/leaves and any other aluminium framing/glazing, and all associated components from the required assemblies. Provide all necessary protection in accordance with Section 3.0 – Preliminaries of this specification.

The waterproofing must be detailed at the courtyard doorway thresholds with installation of a suitably-sized powder coated aluminium water stop angle at the rear of the sill/sub sill assemblies prior to reinstatement of the courtyard doors within the aperture.

The following work shall be performed:

- Supply and install a new sill flashing detail, including provision of an aluminium water-stop angle and ARDEX WPM 1000 waterproof membrane terminated at the head of the angle's vertical leg.
- Box corners and weld directly to the floor surface (membrane) and concealed upturns.
- Ensure minimum membrane upturns are achieved in accordance with the requirements of AS4654.2 – 2012 *Waterproofing membranes for exterior use – Above ground level, Part 2: Design and installation*, Table A1 *Vertical upward termination heights* which requires that a minimum 70mm upturn be provided unless a step is provided in the reinforced concrete floor slab.



Reinstate all internal shutters, blinds, and the like adjacent to the courtyard sliding door to match existing.

4.12.13 Inspections

Give notice at the following stages so that an inspection of the work may be performed.

- Upon completion of screeding with waterproofing additive.
- Upon completion of surface preparation.
- During application of the waterproof membrane.
- Upon completion of the waterproof membrane.

No work is to proceed to the next stage without approval. A representative of the manufacturer is also authorised to inspect the works and provide any recommendations.

4.12.14 Encapsulation of walls

The Contractor shall allow to coat all dividing walls with a liquid waterproofing compound to prevent water bypassing the waterproofed courtyards.

Allow to remove and reinstall the timber fence over the waterproofed section to enable the encapsulation of the wall. All fixings shall be sealed upon reinstallation.

Supply and install a metal *Colorbond* capping to the top of the dividing walls.

4.12.15 Tiling

4.12.15.1 General:

Re-tile the courtyard after the application of the waterproof membrane system. All tiling and associated works to be undertaken in accordance with AS3958.1-2007 *Ceramic tiles – Guide to the installation of ceramic tiles*.

4.12.15.2 Provisional rate for tile supply:

Allow a provisional rate of **\$60.00/m² plus GST** for tile supply only. Receipts or proof of purchase/cost shall be submitted to the Superintendent. Any additional expense or otherwise shall be applied to the overall costing, and resultant additions or deductions incorporated as a variation.

4.12.15.3 Tile selection:

Select tiles based on the following Australian Standards:

- AS 4586:2004 *Slip Resistance Classification of new pedestrian surface materials– minimum R10 for external use*
- AS 4459.1 *Methods of sampling and testing ceramic tiles – basis for acceptance*
- AS 4459.2 *Determination of surface quality and dimensioning*
- AS 4459.3 *Determination of water absorption, porosity, bulk density*
- AS 4459.4 *Determination of modulus of rupture and breaking strength*
- AS 4459.10 *Determination of moisture expansion*
- AS 4459.11 *Crazing resistance*
- AS 4459.12 *Determination of frost resistance*
- AS 4459.13 *Chemical resistance*
- AS 4459.14 *Determination of resistance to stains*
- AS 4459.15 *Determination of lead and cadmium given off by glazed tiles*

Selection of tiles shall be made by the Principal. Provide samples to the Principal for approval *unless* it is agreed that the Principal/individual owners attend the premises of an appropriate tile supplier to select tiles.

Arrangements for tile selection as detailed above shall be determined upon execution of contracts. Should there be any changes, further notice will be given.

Where selection of the tiles is the Principal's decision, the selection must comply with the above standards. The Contractor and Superintendent *will not be held liable* for damage sustained or caused by the selection of tiles that do not comply with the above standards.



4.12.15.4 Tile adhesive:

Adhere the new tiles to the waterproofed screed using *Ardex Abaflex* in accordance with the manufacturer's instructions (refer Appendix B – Data Sheets).

4.12.15.5 Installation of tiles.

If necessary, distribute variations in hue, colour, or pattern uniformly, by mixing tiles or tile batches before laying.

Set out tiles to give uniform joint widths of a minimum 3mm and a maximum 5mm.

Soak porous tiles in water for half an hour and then drain until the surface water has disappeared prior to laying.

If possible, position tiles so that holes for fixtures and other penetrations such as drainage spitter outlets occur at the intersection of horizontal and vertical joints or on the centre lines of tiles.

4.12.15.6 Joints:

Install suitable expansion joints in the tiling to minimise thermal movement of the tiling. The location of expansion joints will be confirmed with the Superintendent prior to installation. Joints to be installed in accordance with AS3958.1-2007 *Ceramic tiles – Guide to the installation of ceramic tiles* and manufacturer instructions.

- Provide suitable proprietary aluminium or stainless steel movement joints to delineate tiling into suitably sized bays.
- Provide expansion joints around the perimeter of the courtyard, and at junctions with all adjoining building elements, and at any other internal corners.
- *Depth of joints.* To substrate.
- *Sealant width:* Not less than 6mm. Not more than 10mm.
- *Sealant depth:* Not less than 6mm (12mm preferred). Not less than half the joint width.
- *Sealant type:* *Ardex ST Silicone*, applied in accordance with manufacturer instructions (refer Appendix B – Data Sheets). Colour to be confirmed. Allow to apply *Ardex SP1* primer prior to sealant application as required.
- Tile levels shall be flush with existing where joints are located (where appropriate).

4.12.15.7 Grout:

The grout for the new tiling shall be *Ardex FGB* (refer Appendix B – Data Sheets).

The *Ardex FGB* grout shall be mixed with *Ardex Grout Booster* (refer Appendix B – Data Sheets).



4.12.16 New aluminium-framed balcony sliding doors & windows

4.12.16.1 Style and design:

The new aluminium-framed balcony sliding doors shall be **Architectural window systems (AWS) Series 702 SlideMASTER** (external sliding) sliding door.

The new aluminium framed balcony window system shall be **Architectural window systems (AWS) Series 456** awning window with fixed bottom pane (to match existing).

The new balcony sliding doors and windows shall extend the full height of the doorway openings.

4.12.16.2 Surface finishing:

The aluminium framework of the new balcony sliding doors shall be finished in *Dulux Duratec X15 Super Durable Polyester powder-coating*.

For the purposes of tendering the colour of the powder-coating finish will match existing.

Powder-coating shall be undertaken in accordance with AS3715-2002 *Metal finishing – Thermoset powder coating for architectural applications*.

4.12.16.3 Glazing:

The glass for the new balcony sliding doors shall be 6mm thick toughened **Viridian SmartGlass SP30 in 'Neutral Panoramic'**.

All glass and glazing shall be in accordance with relevant Australian Standards AS1288-2006 *Glass in buildings – Selection and installation* and AS2208 1996 *Safety glazing materials in buildings*.

4.12.16.4 Wind & water ratings:

The new balcony sliding door units will provide the following minimum wind and water ratings:

Water rating: 450 Pascal (minimum)

Wind rating: 1500 Pascal

4.12.16.5 Locking mechanisms:

Key operated locking mechanism for all balcony doors are to be provided as part of the tender submission.

4.12.16.6 Furnishings & hardware:

Corrosion resistant hardware and furnishings.

4.12.16.7 Insect screens:

Include provisions in the balcony door framework for insect screens (but not the screens themselves).

4.12.16.8 Warranties

The supply and installation of all new balcony doors shall be covered by Statutory Warranties in accordance with Section 18D of the Home Building Act 1989 (NSW) and the Australian Window Association guarantee for fabrication and workmanship.

4.12.16.9 Storm moulds:

Supply and install matching anodised aluminium storm moulds to the perimeter of the sliding door frames. Storm moulds shall be appropriately fixed to the head and reveals, and the leading edge of the storm-mould sealed with *Parchem Emer-Seal PU25* or similar approved.

Also provide an additional anodised aluminium (or similar approved) trim plate/back angle to the inside face of each door sill to conceal the upturn of the new sill flashing. Provide suitable mechanical and/or adhesive fixings to secure the new trim plate to the inside face of the door sill.

4.12.16.10 Installation:

Confirm all dimensions on site prior to installation.

Frames shall be installed plumb and square and shall be mechanically fixed into position, with corrosion resistant stainless steel, 316 marine grade screws or fixing lugs spaced at 450mm maximum centres. Fixings shall be designed to ensure that all stresses, weights and wind loads are transferred into the structure through such fixings.

Provide all adequate seals, head flashings and storm moulds to all new courtyard door units as required.

Ensure adequate drainage and sub-sill drainage provisions to prevent water penetration and to prevent water accumulating in the sub-sills.

Ensure that the ends of courtyard sliding door sub-sills are adequately capped and sealed. The application of mass sealant within the ends of the sub-sill framework will not be permitted.

Seal all external gaps with matching and compatible storm moulds as required. Seal internal gaps with either flexible/paintable sealant or cement render.

Parchem Emer-Seal PU 25 (refer *Appendix B – Data Sheets*) or equivalent shall be applied to internal gaps of 10mm or less and cement render to internal gaps over 10mm.

4.12.16.11 Repair of internal linings:

Reinstate and repair adjoining internal linings upon completion of the courtyard door installations.

Repaint all courtyard doorway reveals and sills post installation of the new courtyard sliding door and window units. Painting shall be undertaken in accordance with the *General Painting Specification* in Appendix A.

The extent of painting shall encompass the entire area of each wall or other element where works are performed (as required).



APPENDIX A – General Painting Specification

1. GENERAL

Interpretation: In those parts of AS2311 and AS2312 which are referenced in this section, treat the advisory recommendations as minimum contractual requirements.

2. MATERIALS AND COMPONENTS

Combinations: Do not combine paints from different manufacturers in a paint system.

Delivery: Deliver paints to the site in the manufacturer's labelled containers. Ensure containers of materials identified by a GPC specification code are labelled accordingly.

Tinting: Use only products which are colour tinted by the manufacturer or supplier.

Putty: Oil-based or polymeric based

Toxic ingredients: Comply with the requirements of Appendix P "Uniform Paint Standard" to the Standard for the Uniform Scheduling of Drugs and Poisons, published by the National Health and Medical Research Council (NHMRC).

3. PAINTING

Standard of Works

All surface preparation and application of paint products are to be undertaken as a comprehensive *Painting System* in accordance with the following:

- All relevant standards nominated within HB73.1-2005 *Handbook of Australian Paint Standards*.
- AS2311:2009 *Guide to the Painting of Buildings*.
- AS2312.1:2014 *Guide to the Protection of Structural Steel Against Atmospheric Corrosion by the use of Protective Coatings*.
- AS3730 *Guide to the Properties of Paints for Buildings* (all relevant parts).
- AS2710-2011 *Colour Standards for General Purposes*.
- The paint manufactures specifications and recommendations.
- Good work practices.

Protection: Allow to temporarily remove any electrical fixtures, signage, and all other fittings and fixtures and the like before starting to paint, and refix in position undamaged on completion of the curing of the paint. Allow to mask, cover and protect adjacent surfaces not being painted. Provide drop sheets and dust covers as required. Clean all areas of work at the completion of each day. Cleaning shall be in accordance with *Section 3.0 Preliminaries*.

Restoration: Clean off marks, paint spots, slashes, paint overruns, spills, and stains progressively and restore damaged surfaces to their original condition. Touch up damaged decorative paintwork or misses only with the paint batch used in the original application.

Preliminary inspection

Inspect the substrate and ensure it is fit to receive the specified coating, produce the specified finish and comply with the relevant documents and standards which specify minimum standards of substrate preparation and their tolerances. These can be, but are not limited to AS2311-2009 and AS2312.1-2014.

All notices of unfit substrate should be made in writing immediately after the problem is detected. Commencement of application of the coating to the substrate shall be deemed to mean that the Contractor has certified that the surface is fit for the receipt of the specified coatings. It is the responsibility of the Contractor at the time of preparing the sample reference area (see below) to advise the Superintendent if the substrate condition and preparation is not of sufficient standard to produce the specified finish.

Substrate Preparation: Use filler tinted to match the substrate if the finish is transparent. Un-painted substrates to be made good and free of all holes, marks, thoroughly cleaned of all dirt, dust, oil, silicone, contaminates, dust, and other loose matter, and thoroughly dried and prepared in accordance with any other specific recommendations of the manufacturer of the paint product prior to painting.

Existing painted surfaces: Where practical and necessary remove existing surface coatings from all surfaces prior to painting. Painted surfaces which are in sound condition are to be sanded to a feather-edge where adjoining to an unpainted surface, thoroughly cleaned to be free of all dirt, oil, silicone, contaminates, chalky residue, thoroughly dried, and prepared in accordance with any other specific recommendations of the manufacturer of the paint product prior to painting.

Paint application: Apply the first coat immediately after substrate preparation and before contamination of the substrate can occur. Ensure each coat of paint or clear finish is uniform in colour, gloss, thickness and texture, and free of runs, sags, blisters, or other discontinuities.

Paint system description: If a paint of clear finish system is referred to only by its final coat (for example by the manufacturer's brand name, or the generic name) use in addition to the final coat, the appropriate stains, primers, sealers and undercoats, suitable for the substrate and compatible with the finish coat and each other.

No system description given: If a surface is to be painted but no system is nominated select the system from AS2311 Section 5, using System 1 where a choice is offered.

Number of coats: Unless specified as one coat of two coat systems, each paint system consists of not less than three coats. Provide additional coats if necessary to:-

- Prepare porous or reactive substrates with prime or seal coats consistent with the manufacturer's recommendations;
- Achieve the total film thickness or texture; or achieve a satisfactory opacity.



Colours: Colours will be confirmed by the Principal. It shall be the Contractors responsibility to ensure consistent colour coverage. Adequate stocks of material should be delivered to site to complete a single elevation or specified area at one time. If more than one container of tinted or hand mixed colour is to be used, they shall be boxed to guard against possible colour variations. Where large areas are to be coated, pre-mixed factory tinted material shall be ordered well in advance of application schedule.

External durability of colour will be assessed as per AS2700. Various colours may not have warrantable external performance therefore Colour Schedule should be referred to *Taubmans* prior to application.

Material Safety Data Sheets: Obtain all relevant Material Safety Data Sheets (MSDS) showing the health and safety precautions to be taken during application of all products and be responsible for implementing those precautions. Copies of all relevant MSDS shall be provided by the Contractor to the Superintendent.

Inspection

The Superintendent or representative authorised by the Superintendent may carry out examination of the work on behalf of the Superintendent and such shall have reasonable access to the site for this purpose. Hold points for inspection shall be established between the Superintendent and the Contractor before commencing work.

Defective work shall be marked with chalk, adhesive inspection labels or masking tape.

Advise the Superintendent in sufficient time to be in attendance without unnecessary delay or hindrance to the progress of work.

Warranties

The painting works shall be performed by a Contractor approved by the manufacturer, and the painting material and application shall be guaranteed by the Contractor for a minimum of seven years. An additional 'back-to-back' warranty shall be supplied by the manufacturers for materials.

APPENDIX B – DATA SHEETS

11th June 2020

Reference: 20-2163 290520 BUILDING CONDITION REPORT JO

The Owners – Strata Plan 85881
c/- Southern Strata Management
24 Talara Road,
GYMEA NSW 2227

Attention: Kerry Craig
Email: kerry@southernstrata.com.au

Dear Kerry,

**RE: BUILDING CONDITION REPORT
‘BRITTANY’
68-70 ETON & 51-53 MERTON STREET, SUTHERLAND
STRATA PLAN 85881**

1.0 INTRODUCTION

1.1 Overview & brief

In accordance with your written instructions, an inspection of the subject property was conducted in order to assess and report on water penetration occurring throughout fifteen (15) selected units at the property located at *51-53 Merton Street & 68-70 Eton Street*. The inspections were carried out on Thursday 7th May 2020 & Wednesday 4th June 2020.

1.2 Building description

The complex known as ‘*Brittany*’ at *68-70 Eton & 51-53 Merton Street, Sutherland* is a strata title property that accommodates sixty-two (62) residential units in two five-storey buildings constructed over a single level basement carpark.

We understand that the building is constructed of load-bearing structural steel, supporting reinforced concrete floor slabs. The building’s facades comprise rendered and painted lightweight *Hebel* wall panels and fibre cement sheeting, as well as powder-coated aluminium-framed sliding doors and windows.

For the purposes of this report, *Merton Street* is deemed the eastern boundary of the property.

1.3 Building classification

Components of the building are classified as Class 2 and 7 in accordance with the Building Code of Australia (BCA).

1.4 Qualifications

All inspections were visual only, without the use of invasive or destructive investigations or specialist diagnostics equipment (with the exception of a moisture meter).

Unless otherwise stated, all observations were made from ground level and the balcony and interior of inspected units.

2.0 OBSERVATIONS

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND




ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
1.0	UNIT 103 (68 ETON)		
1.1	Living Room	<p>Advised by the resident of water penetration emanating through the east-facing bay windows and walls during periods of significant rainfall.</p> <p>The timber skirting boards along the south-eastern corner of the room are visibly moisture damaged. Elevated moisture meter readings were recorded in the south-eastern corner of the room.</p>	  

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND



ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
1.2	Balcony	<p>Insufficient falls (2mm/m) recorded on the tiled terrace surface at the junction of the protruding bay windows.</p> <p>The protruding bay window area appears to be enclosed with roof sheeting utilised as wall cladding.</p>	 
2.0	UNIT 105 (68 ETON)		
2.1	Living Room	<p>Evidence of water penetration in the form of moisture damaged timber skirting boards along the walls beneath the protruding bay windows.</p> <p>Low level moisture meter readings were recorded beneath the bay windows along the base of the protruding walls & skirting boards.</p>	 

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
			
2.2	Terrace	<p>Insufficient falls (3mm/m) at the junction between the tiled terrace surface and northern protruding bay window wall.</p> <p>The protruding bay window area appears to be enclosed with roof sheeting utilised as wall cladding.</p> <p>The terrace tiling appears to have been laid above the base of the cladding panels enclosing the bay window area. The tiling appears to be newer to the remaining observed throughout the other inspected units. It is assumed that these have been installed by the lot owner.</p> <p>Synthetic grass has been laid in the external terrace area, assumed to have been installed by the lot owner.</p>	  

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

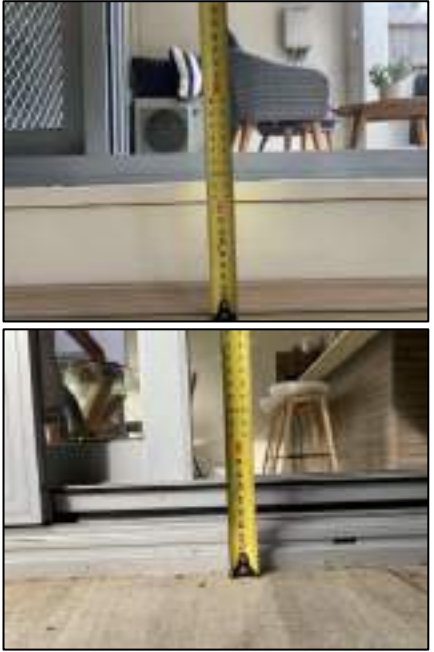

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		The internal finished floor level is approximately 70mm <u>lower</u> than the external tiled floor surface, indicating the absence of a step down between the internal and external areas of the unit.	
3.0	UNIT 106 (68 ETON)		
3.1	Bedroom 2	<p>Advised by the resident of water penetration entering the bedroom through the eastern wall. It is understood that the water penetration has been a one-off occurrence during the significant 'East Coast Low' in February 2020.</p> <p>Previous investigative works have been undertaken by <i>Network Construction Services</i>, namely through the removal of wall/ceiling sheeting surrounding the eastern window and carpet throughout the entire room.</p>	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND









ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		<p>The steel universal beam (UB) within the ceiling cavity appears to be supporting the <i>bondek</i> formed concrete floor slab. The UB has been surfaced with a vermiculate protective fire rated coating.</p> <p>The vermiculite protective coating appears to be generally deteriorated and moisture damaged.</p> <p>Approximately 1.0mm wide cracking to the external sill reveal on the east facing window.</p>	  
9.2	Facade	<p>The affected area is located beneath an enclosed balcony. The balcony appears to be drained via the plumbing pipework along the eastern façade.</p> <p>Air conditioning vents are evident adjacent to the southern side of the east facing window.</p> <p>We note that the balustrades of the enclosed balcony are clad with fibre cement cladding.</p>	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
4.0	UNIT 107 (68 ETON)		
4.1	Living Room	<p>Advised by the resident of previous water penetration through the eastern wall during the significant 'east coast low' storm in February 2020.</p> <p>The resident described the water penetration to seep beneath the floating timber flooring and consequently accumulate adjacent to the kitchen fridge. The timber skirting boards are significantly deteriorated in this location.</p> <p>High level moisture meter readings were recorded from the timber flooring and skirting boards along the perimeter of the protruding bay windows.</p>	   

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
4.2	Terrace	<p>Cracked and delaminated tiling on the eastern side of the terrace, adjacent to the hardwood timber deck.</p> <p>Isolated cracked and displaced grout throughout the tile joints.</p> <p>Insufficient falls (1mm/m) recorded at the junction between the floor tiling and metal cladding enclosing the bay windows.</p>	   





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
5.0	UNIT 108 (68 ETON)		
5.1	Living Room	<p>Evidence of water penetration in the form of moisture staining to the ceiling, located beneath the protruding roof.</p> <p>Evidence of water penetration in the form of rotting and moisture damaged timber skirting boards along the northern and southern sides of the living room, at the junction of the protruding bay window.</p> <p>High level moisture meter readings were recorded from same.</p>	    

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND






ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
1.2	Terrace	<p>Insufficient falls (4mm/m) on the tiled surface at the interface with the protruding bay window wall.</p> <p>Corrosion is developing at the base of the roof sheeting utilised as cladding panels beneath the protruding bay window.</p> <p>A pressure sealed apron flashing is located at the junction of the roof and the façade.</p> <p>Vegetation and leaf debris at the interface between the balcony surface and protruding bay window at the western corner of the balcony.</p>	    

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
6.0	UNIT 109 (68 ETON)		
6.1	Living Room	<p>Evidence of water penetration in the form of rotting and moisture damaged timber skirting boards along the perimeter bay window walls.</p> <p>Elevated moisture meter readings were recorded in same.</p>	  
6.2	Terrace	A pressure sealed apron flashing is located at the junction of the roof and the façade.	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND




ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		The perimeter skirting tiles appear to be generally poorly detailed onto the external wall cladding.	
7.0	UNIT 110 (68 ETON)		
7.1	Living Room	<p>Evidence of water penetration in the form of moisture damaged timber flooring and skirting boards along the northern and western protruding bay window walls.</p> <p>Evidence of water penetration in the form of moisture damaged flooring and skirting boards adjacent to the balcony sliding door assembly.</p> <p>Low level moisture meter readings were recorded in same.</p>	 

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
7.2	Balcony	<p>Advised by the resident that the stormwater downpipe servicing the roof and balconies has previously fractured, contributing to water ingress within the unit. The downpipe appears to have since been repaired.</p> <p>Corrosion is developing along the base of the metal wall cladding.</p> <p>Insufficient falls ranging between 0mm/m to 2mm/m were recorded throughout the balcony.</p> <p>The balcony area is drained via two (2) floor waste outlets. Advised by the resident that these outlets often are overloaded during periods of significant rainfall, consequently leaving the balcony area inundated. There are no overflow provisions present.</p> <p>There appears to be very minimal difference in the finished floor level between the internal and external areas. A hob has been installed at this junction.</p>	    

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
8.0	UNIT 201 (68 ETON)		
8.1	Second Bedroom	<p>Advised by the resident of water penetration occurring along the base of the eastern wall (opposing the protruding roof of the ground floor unit below). The resident advised that the water penetration occurred during the significant 'east coast low' storm during February 2020.</p> <p>The carpet and underlay throughout the north-eastern corner of the room have been removed due to extensive water penetration damage.</p> <p>The resident advised that previous works have been undertaken, namely through the installation of a significant amount of silicone throughout the east facing window.</p>	  
8.2	Living Room	<p>Advised by the resident of water penetration occurring through the base of the eastern wall adjacent to the balcony sliding door.</p> <p>The resident advised that previous investigations have been undertaken by <i>Network Construction Services</i>, involving the flood testing of the balcony. We understand that the flood testing on the balcony did not elicit any internal water penetration.</p> <p>The carpet and timber smooth edges throughout the south-eastern corner of the room have been removed due to extensive water penetration damage.</p>	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		A clad steel support column is located where the water ingress occurred.	
8.3	Balcony	The balcony waterproofing membrane upturn extends along and around a fibre-cement sheeted riser on the northern end of the balcony.	
8.4	Common Foyer - Level 2	<p>Advised by the resident of Unit 201 (68 Eton St) of previous water penetration occurring through the base of the eastern wall of the common foyer (adjacent to the fixed pane window).</p> <p>The resident described the water penetration to predate the remaining issues within the unit.</p> <p>The advised area of water penetration is adjacent to the balcony of Unit 201 (68 Eton Street).</p>	 
9.0	UNIT 203 (68 ETON)		
9.1	Living Room	<p>Evidence of water penetration in the form of moisture staining to the ceiling, located beneath the junction between the bay window roof and eastern façade wall, in addition to the outer southern edge of the ceiling.</p> <p>A man-hole opening was cut into the ceiling circa 2016 to undertake a visual assessment of the water penetration. We are not aware of any investigative or repair works that may have been undertaken.</p>	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND






ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		<p>Evidence of water penetration in the form of moisture damaged skirting boards and carpet in the south-eastern corner of the room.</p> <p>Elevated moisture meter readings were recorded from the base of the southern wall and timber skirting boards.</p>	  
9.2	Balcony/ Facade	A pressure sealed apron flashing is located at the junction of the roof and the façade.	 

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
10.0	UNIT 204 (68 ETON)		
10.1	Living Room	Evidence of water penetration in the form of blistering and moisture stained paintwork on the ceiling, located beneath the junction between the bay window roof and western façade.	 
4.2	Balcony/ Façade	A pressure sealed apron flashing is located at the junction of the roof and the façade.	 

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
11.1	UNIT 501 (70 ETON)		
11.1	Entry Foyer	<p>Evidence of water penetration in the form of blistering and mould stained paintwork on the ceiling within the common entry foyer.</p> <p>Advised by the resident that water penetrates through the downlight and fire system penetrations.</p>	
11.2	Balcony	<p>Water penetration is evident through the stormwater downpipe penetration in the south-eastern corner of the balcony soffit.</p> <p>Evidence of water penetration in the form of blistering paintwork and moisture staining at the location of the northern downpipe penetration. The downpipe appears to be servicing the box gutter of the rooftop above.</p>	 
12.0	UNIT 102 (51 MERTON)		
12.1	Second Bedroom	<p>Advised by the resident of previous water penetration occurring through the base of the western wall, beneath the fixed pane window.</p> <p>Elevated moisture meter readings were recorded from the carpet and skirting boards throughout the south-western corner of the room.</p> <p>The room is located adjacent to the external tiled terrace area.</p>	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
			
12.2	Terrace	<p>Widespread delaminating and drummy tiling throughout the entire terrace area.</p> <p>Previous works have been undertaken, evidently through the caulking of joints between the uplifted tiling.</p> <p>There does not appear to be any provision of perimeter or central expansion joints in the tiling to accommodate thermal expansion.</p> <p>Undrained water on the balcony tiles. Insufficient falls (2mm/m) away from the central drainage outlet.</p>	  

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
13.0	UNIT 301 (51 MERTON)		
13.1	Bedroom 1	<p>Advised by the resident of previous water penetration emanating from the eastern façade/balcony area. It is understood that the water penetration was a one-off occurrence, during the significant 'east coast low' in February 2020.</p> <p>Low moisture meter readings were recorded from the timber skirtings boards and carpet surrounding the area of advised water penetration.</p> <p>Previous sealing works have been undertaken to the external window sub-sill and internal glazing gaskets.</p> <p>Advised by the resident that the damaged plasterboard wall sheeting and skirting boards beneath the window have been replaced.</p>	   

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND





ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
14.0	UNIT 303 (51 MERTON)		
14.1	Living Room	<p>Advised by the resident of previous water penetration emanating from the eastern balcony during significant rainfall.</p> <p>Evidence of water penetration in the form of moisture damaged timber flooring and skirting boards along the walls adjacent to the balcony.</p> <p>Low level moisture meter readings were recorded from the moisture damaged sections of the flooring and skirting boards.</p> <p>Significant corrosion and moisture damage to steel wall framing adjacent to the balcony area</p>	   

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
14.2	Balcony	<p>The balcony area appears to be drained via one (1) floor waste outlet. There are no visible overflow provisions.</p> <p>Previous sealing works have been undertaken at the interface between the perimeter hob tiling and the lightweight clad column in the south-western corner of the balcony.</p> <p>Insufficient falls (1mm/m) recorded away from the drainage outlet at the south-western corner of the balcony area. The tiling in this location appears to be retaining water.</p> <p>Mineral staining and isolated surface oxidation affecting the balcony sliding door sub-sill.</p>	    

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND







ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		Isolated cracking and separation along the joints in the fibre-cement 'blue board' façade sheeting. The façade coating membrane applied to same is consequently tearing in these locations.	  
15.0	UNIT 501 (53 MERTON)		
15.1	Bedroom 1	<p>Advised by the resident of previous water penetration emanating from the eastern bedroom wall.</p> <p>It is understood that the water penetration was a one-off occurrence, during the significant 'east coast low' storm in February 2020.</p>	

TABLE 1 – 68-70 ETON & 51-53 MERTON STREET, SUTHERLAND

ITEM	LOCATION	DESCRIPTION	PHOTOGRAPH(S)
		<p>Low moisture meter readings were recorded from the base of the eastern walls and carpet.</p> <p>The external roof appears to step down on the eastern wall of the bedroom. No access was available to the rooftop to assess the detailing of same.</p>	 

3.0 COMMENTS & RECOMMENDATIONS

3.1 Water Penetration Issues

Water penetration is occurring throughout all inspected units within this complex and the water penetration is categorised and discussed as follows:

3.1.1 Water Penetration through protruding roofs

We were either advised by the unit occupants, or observed one or more of the following symptoms to the internal walls, floor and ceiling indicative of internal water penetration:

- Blistering, bubbling, and moisture stained paintwork to the internal plasterboard ceilings beneath the protruding roofs;
- Elevated moisture meter readings to the internal walls and ceiling sheets beneath the protruding roofs;

As no safe access was provided to the protruding roofs, we were unable to assess the detailing of the current roof sheeting and flashings, and therefore were unable to confirm the exact cause of the water penetration.

In our opinion, based on our visual observations, we attribute the internal water penetration to a combination of the following:

- Deficiencies with the apron flashing detail at the interface between the protruding awning roof and external façade;
- Deficiencies with the waterproofing detailing of the roof sheets;
- Deficiencies with the waterproofing detailing of the box gutter at the internal edge of the protruding roof.

At this point in time, we are unable to conclusively establish the direct cause of the water penetration without the aid of further investigative testing, namely through the direct spray and flood testing of the protruding roof components and their detailing. The formulation of a remedial scope of works is dependent upon the outcome of the further investigations.

We note that due to the building's lightweight form of construction, comprising a steel framed structure with a combination of fibre-cement and *Hebel* wall external panels, the building's façade is inherently susceptible to internal water penetration due to the absence of cavity flashings (or similar waterproofing provisions). Consequently, there is potential that water is entering into the walls from locations above or beside, and consequently bypassing the protruding apron flashing.

Depending the outcome of the investigations, there may be the requirement to retro-fit cavity flashings (or similar) to prevent any potential bypass. As the external walls are generally fire rated, we raise the potential fire certification implications that rectification works may have. This will need to be discussed further with a fire engineering consultant upon completion of the further investigations.

3.1.2 Water Penetration through balconies/terraces

We observed multiple indicators of water penetration occurring through the external walls of the ground floor terraces, typically the walls of the protruding bay windows. In most cases, the water penetration was evident in the following forms:

- Moisture damaged timber flooring/skirting boards located along the perimeter of the protruding bay window walls;
- Moisture damaged timber flooring/skirting boards located adjacent to the sliding door thresholds;
- Elevated moisture meter readings to the internal walls, flooring and skirting boards surrounding the external walls adjacent to the balconies/terraces;
- Photographic documentation of previous water penetration provided by the residents during the inspection.

In our opinion, the water penetration is consequent to a combination of the following factors:

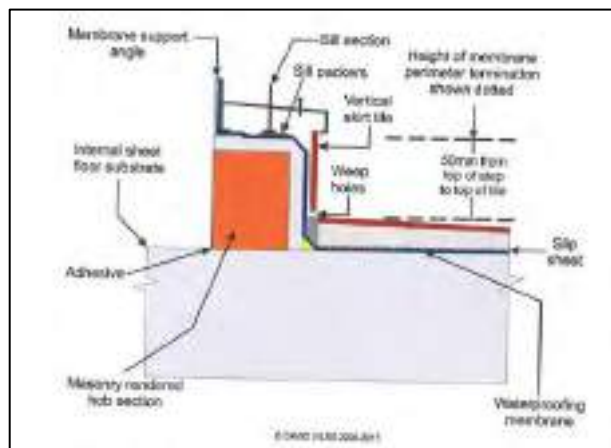
- Potential deficiencies with the waterproofing membrane termination/upturn beneath the balcony sliding door sub-sills. This is allowing water accumulating on the balcony tiles to penetrate laterally beneath the sliding door sub-sill, particularly when wind-blown.
- Deficiencies with the under-tile waterproofing provisions on the balconies/terraces and their vertical termination (particularly at the interface with the metal cladding panels or the balcony door hobs);
- Deficiencies with the sub-sill drainage of the bay windows and/or sliding doors;
- Deficiencies with the weatherproof seals around the protruding bay windows.

The tiling throughout numerous inspected balconies/terraces is generally inadequate, particularly in regard to the falls towards drainage outlets. In most cases, the falls were ranging between 0mm/m to 3mm/m. The current Australian Standards for *External above-ground waterproofing* (AS 4654 – 2012) stipulates that falls for surface drainage shall be no flatter than 10mm/m.

In our opinion, the inadequacy of the falls on the tiling is likely inhibiting the drainage of rainwater, thereby possibly contributing to the internal water penetration.

To eliminate the water penetration affecting the internal areas, there is a requirement to re-waterproof the balconies/courtyards, in conjunction with the removal of the balcony/terrace doors and external metal clad walls (potentially including windows subject to testing).

In order to achieve a correct detail, the waterproof membrane is required to be turned up and under the balcony doors and external cladding to an aluminium water stop angle. We therefore recommend removing the sliding doors and external cladding to facilitate the correct waterproofing detail (refer to the figure overleaf from the *Master Builders Associations Guide to External Waterproofing*). We also note that recent work in Unit 101/53 Merton has revealed poor construction of balcony doors hobs and inadequate detailing of the waterproof membrane at the balcony hobs and external walls.



Whilst we did not observe any visible water penetration emanating from the protruding bay windows, we note that water penetration occurring same that is concealed behind the plasterboard wall sheets. Accordingly, we believe it is necessary to water test the protruding bay windows prior to commencing any rectification works. In the event where the flood testing elicits water penetration, there may be the requirement to replace the window simultaneous to the balcony/terrace re-waterproofing.

In the case for Unit 303 (51 Merton St), the extent of water penetration is rather significant, developing to a point in which the internal metal wall framing has corroded. Simultaneous to the balcony re-waterproofing works, we recommend that all corroded wall framing be replaced, in addition to general consequential water penetration damage repairs.

Further to the above, we observed isolated cracks and tears in the membrane façade coating of the fibre-cement external walls throughout the Unit 303 balcony. In our opinion, the cracks and tears in the façade coating may be attributing to undue dampness and moisture being retained within the cavity (and potentially internal walls). Considering the buildings susceptibility to water penetration, we strongly recommend that the affected wall sheets be re-set and waterproofed with a suitable, flexible façade coating membrane (in conjunction with the installation of a suitable cavity draining provision at the base of the wall).

3.1.3 Water Penetration into Unit 301 (51 Merton St) Bedroom

We were advised by the unit occupant of previous water penetration emanating from the external balcony and window, occurring during the 'east coast low' storm event in February 2020.

We understand that previous sealing works have been undertaken. Whilst we are aware that the internal wall sheeting and skirting boards beneath the window has been replaced, we have not been privy to the details of the scope or extent of sealing works undertaken to the window and façade.

In our opinion, the water penetration has developed due to one or a combination of the following factors:

- Deficiencies with the window or balcony door sub-sill drainage provisions;
- Deficiencies with the weatherproofing provisions surrounding the window or balcony door;
- Potential failure of the window due to the storm severity (i.e. the severity of the storm may have exceeded the wind and water ratings for the window system);
- Absent or inadequately detailed waterproofing membrane upturn at the balcony door hob;

Whilst we understand that the water penetration has only occurred during the severe 'east coast low' storm in February 2020, we believe that there may be deficiencies regarding the waterproofing provisions throughout the balcony area, in addition to the external façade wall and window. On that basis, we recommend that these areas be flood and spray testing to ascertain the direct cause(s) and activeness of the water penetration.

3.1.4 Water Penetration into Unit 106 (68 Eton St) Bedroom

Water penetration is occurring laterally in the Unit 106 (68 Eton St) bedroom through the facades, and above the east facing window. Based on our observations, we attribute the water penetration to a combination of the following:

- Potential inadequate/failed waterproofing provisions of the balcony located directly above the affected bedroom;
- Potential waterproofing detailing deficiencies surrounding the east facing window;
- Potential waterproofing detailing deficiencies surrounding the mechanical and stormwater penetrations through the façade wall;
- Potential weatherproofing (and cavity drainage) deficiencies with the lightweight external walls.

We understand that *Network Construction Services* has been engaged to undertake preliminary investigations, namely through the removal of the moisture damaged carpet and wall/ceiling sheets surrounding the affected area. Upon inspection of same, the areas appeared to be dry and inactive, thereby rendering the direct cause of the issue to be inconclusive.

As a result, further investigations are required to ascertain the direct cause of the water penetration issue. We recommend that isolated spray and flood testing be undertaken, commencing from the concrete slab level and progressing up the façade, ensuring the windows, service penetrations and balcony are comprehensively tested.

We recommend that the lot owner delays any internal consequential repairs until completion of the investigations and rectification works, as it is likely that the water penetration may persist and damage new internal finishes.

3.1.5 Water Penetration occurring through roof & drainage penetrations

We observed evidence of water penetration in the form of mould growth and blistering paintwork to the ceiling within the top-floor foyer at 70 Eton Street. Further to this, we were advised by the resident of Unit 501 that water penetration occurs through the downlights and fire services in the ceiling. In our opinion, it is likely that the water penetration is occurring due to a combination of the following factors:

- Potential deficiencies with the detailing of the rooftop box gutter;
- Potential inadequate/absent waterproofing provisions surrounding the drainage penetrations servicing the roof.

Further to the above, we observed active water penetration emanating around the stormwater drainage pipe within the balcony area of Unit 501 (70 Eton Street). In our opinion, the water

penetration through same is likely consequent to inadequate/deficient detailing of the rooftop box gutter.

As access to the rooftop was not available at the time of inspection, we are unable to conclusively establish the cause of the water penetration in the aforementioned areas without the assistance of further investigations. Whilst we note that it is likely that the issue may be related to box gutter detailing, there may be greater underlying issues with the detailing of the roof.

If safe access can be provided to the roof, we recommend that isolated spray testing of service penetrations, apron flashings and box gutters be undertaken. The formulation of a scope of works for repair will be dependent upon the outcome of the further investigations.

3.1.6 Water Penetration into Unit 501 (53 Merton St) Bedroom

As advised by the unit occupant, water penetration has previously occurred through the eastern wall within the bedroom of Unit 501. The resident specifically described the water penetration to originate from the roof level, extending down the eastern wall and consequently damaging the internal carpet and wall finishes. It is noted that the water penetration has only occurred once, during the severe 'east coast low' storm event in February 2020.

The existing configuration of the roof comprises a step down, with the junction located at the point of water ingress into Unit 501. Similar to the issues outlined in *Section 3.1.1* the junction between the eastern bedroom wall and roof is detailed with a metal apron flashing sealed onto the façade with a sealant. It is possible that during the rain event, wind-blown water bypassed the apron flashing.

Although we did not observe any significant evidence of water penetration during our inspection, we believe that the general building detailing deficiencies are likely to be attributing to the water penetration, namely through a combination of the following:

- Inadequate/deficient sealing of the apron flashing onto the eastern façade;
- Potential cracks/tears in the façade coating membrane, thereby allowing moisture to penetrate through the external wall;
- Potential deficiencies with the detailing of the roof sheeting above the unit.

As no safe access was provided to the roof, we were unable to assess the detailing and waterproofing of the roof, and therefore cannot conclusively determine whether the water ingress remains to be active. Accordingly, we recommend further investigations are undertaken, involving the flood testing of both the upper and lower tiered sections of the roof, in addition to isolated spray testing of the apron flashing detailing at the interface with the eastern wall of the Unit 501 bedroom.

3.1.7 Water penetration from Unit 102 (51 Merton St) terrace/window

Water penetration is occurring through the western wall within the bedroom of Unit 102, evident through elevated moisture meter readings, in conjunction with photographic documentation of previous water penetration during the February 2020 storm events.

In our opinion, the water penetration may be attributable to one, or a combination of the following:

- Deficiencies/failure of the waterproofing provisions and detailing throughout the external terrace area;
- Potential deficiencies/failure with the weatherproofing provisions of the fixed pane window adjacent to the affected area.

The condition of the tiling throughout the external terrace area is very poor, evidently through the widespread delamination of the tiling, along with generally insufficient falls on the tiles towards the drainage provisions.

In our opinion, the delaminating tiling is likely attributable to the absence of expansion joint provisions throughout the perimeter and central span of the terrace area. We note that previous repair attempts have been undertaken, involving the application of sealant between the areas of severely uplifted tiling and isolated joints. This has been largely unsuccessful in rectifying the ongoing water penetration issues.

Considering the extent of the delaminating tiling, there is potential that the underlying waterproofing membrane has been compromised, thereby attributing to the internal water penetration. This will need to be confirmed through further investigative flood testing. Further to this, the fixed pane window of the bedroom will require spray testing during the investigations to identify any pre-existing deficiencies that may be attributing to the internal water penetration.

3.1.8 Water penetration within Unit 201 (68 Eton St) living room

We were advised by the residents of Unit 201 of water penetration occurring through the eastern and northern walls within the living/study room area. Consequently, a large section of carpet has been removed within the room due to extensive water penetration damage.

We understand that *Network Construction Services* have been engaged to undertake flood testing of the balcony, which did not elicit internal water penetration.

In our opinion, we believe that the water penetration may be consequent to one or a combination of the following factors:

- Potential deficiencies with the waterproofing membrane termination at the riser junction on the northern end of the balcony (i.e. the membrane has not been terminated beneath the riser sheeting and onto the façade wall, thereby allowing for moisture to bypass the membrane if penetrating from a balcony or roof above);
- Potential deficiencies with the waterproofing provisions of the balcony sliding door assembly;
- Potential deficiencies with the waterproofing provisions of the balconies above;
- Potential deficiencies with the roof and drainage downpipes.

3.2 Balcony/Terrace Drainage Issues

As advised by the resident of Unit 110 (68 Eton St), we are aware that the balcony area is subject to flooding during periods of significant rainfall. The resident specifically described the two (2) floor waste outlets to back charge during periods of significant rainfall, thereby leaving the balcony inundated with water.

In our opinion, we believe that there may be underlying deficiencies with the current drainage capacity of the existing outlets within the Unit 110 balcony. Without extensive hydraulic analysis or further investigations, we are unable to comment on the adequacy of the current drainage system, however we recommend that this issue be further investigated by a specialist hydraulic engineering consultant.

Further to above, the resident of Unit 102 (*51 Merton St*) advised that the front terrace area is often subject to ponding water adjacent to the drainage outlet. The fall on the tiles within the area were recorded to be 6mm/m falling away from the drainage outlet, thereby preventing drainage.

In order to rectify, we recommend the terrace area be demolished, re-waterproofed & re-tiled with adequate falls towards the existing drainage provisions.

4.0 ONGOING SERVICES & CONCLUSION

4.1 Summary

We acknowledge that many of the building problems observed are required to be further investigated in order to determine the exact cause of the water ingress. The construction type of the building means that water penetration can occur via a number of deficiencies.

We provide the following summary of our recommended investigations and rectification works:

- Investigative flood/spray testing of the following
 - Protruding roof elements;
 - Bay windows;
 - Balcony/façade & window of Unit 301 (*51 Merton St*);
 - *53 Merton Street* rooftop (including upper and lower tiers);
 - External façade, window, balcony and service penetrations surrounding the water penetration within Unit 106 (*68 Eton St*);
 - Balcony sliding doors of Unit 201 (*68 Eton St*);
 - Balconies/roof above Unit 201 (*68 Eton St*).
- Re-waterproofing of nominated ground floor terraces;
- Re-waterproofing of Unit 303 (*53 Merton St*) balcony;
- Consultation with hydraulic engineer regarding Unit 110 (*68 Eton St*) balcony drainage.

4.2 Ongoing services

Further to our recommendations, *RHM Consultants Pty Ltd* can assist with the ongoing services and investigations. Our scope of engagement is outlined below:

4.2.1 Flood/water testing and destructive investigations:

- Schedule and coordinate access into affected units.
- Organise and oversee flood/water testing of protruding roofs, balconies/terrace, windows and roofs/facades.
- Carry out moisture meter readings.
- Identify the most likely cause(s) of the water penetration and the most appropriate methods of rectification

Considering the nature of the services for *Item 4.2.1* and the indeterminable amount of time that will be required to complete same, we are unable to provide a *fixed sum* fee proposal. Consequently, our fees for the services outlined above will be based on the hourly rates listed on the attached schedule '*FEES ON A TIME BASIS*'. The services will primarily be provided by an *Engineering/Building Consultant* (\$200.00 plus GST per hour) with occasional supervision by an *Associate* (\$300.00 plus GST per hour). For budgetary purposes, we estimate that approximately **16-24 hours** will be required to complete the services outlined above. This would equate to approximately \$4,700.00 to 6,300.00 plus GST for Consultancy Services only

Notes (item 4.2.1):

- a) Does not include labour required to conduct methodical flood/water testing.

- b) In this case, *RHM Consultants Pty Ltd* will obtain costs from an independent licensed remedial building contractor on the Owners Corporation's behalf, and present same for approval prior to proceeding.

4.3 Conditions of Engagement

Our standard '*CONDITIONS OF ENGAGEMENT FOR CONSULTING ENGINEERING SERVICES*' are attached.

4.4 Variations and reimbursable charges

Variations to our services not considered as part of the Scope of Works or due to site requests will be charged at the hourly rates listed on the attached schedule 'FEES ON A TIME BASIS' or as otherwise agreed. In addition, our rates for 'REIMBURSABLE CHARGES' are outlined in the attached schedule.

4.5 Terms of payment

Our terms of payment for services rendered shall consist of monthly invoices issued every twenty-eight (28) days and remittance shall be within fourteen (14) days from date of invoice.

We trust this proposal meets with your approval and look forward to receiving your instructions to proceed. Counter-signature and return of the copy of this letter will be considered to constitute agreement to the terms outlined herein and as attached and would be taken as instruction to proceed with the work.

4.6 Disclaimer

The repairs outlined in this report are recommended based on our visual observations (without destructive investigations) and our experience with similar issues in the past. Whilst the recommended repairs will in all likelihood prove successful, we are not liable for repairs undertaken by others without supervision.

It is trusted that this report is clear and addresses the requirements of the Owners Corporation. Should you require any further information or clarification, please do not hesitate to contact the undersigned.

Yours faithfully,
For RHM Consultants Pty Ltd



Charlie Thomas B.E (Civil) (Hons) MIEAust
ASSOCIATE
cthomas@rhmeng.com

Attachments: 1. CONDITIONS OF ENGAGEMENT FOR CONSULTING ENGINEERING SERVICES
 2. FEES ON A TIME BASIS and REIMBURSABLE CHARGES

21st April 2020

Reference: 20-2163 210420 WP REPORT CT

The Owners – Strata Plan 85881
c/- Southern Strata Management
24 Talara Road,
GYMEA NSW 2227

Attention: Kerry Craig
Email: kerry@southernstrata.com.au

Dear Kerry,

**RE: REPORT ON WATER PENETRATION – UNIT 101
‘BRITTANY’
68-70 ETON & 51-53 MERTON STREET, SUTHERLAND
STRATA PLAN 85881**

1.0 INTRODUCTION

1.1 Overview & brief

In accordance with your written instructions, an inspection of the subject property was conducted in order to assess and report on water penetration occurring into Unit 101 at *53 Merton Street*. The inspection was carried out on Thursday 13th March 2020.

1.2 Building description

The complex known as ‘*Brittany*’ at *68-70 Eton & 51-53 Merton Street, Sutherland* is a strata title property that accommodates sixty-two residential units in two five-storey buildings constructed over a single level basement carpark.

The building facades comprise rendered and painted lightweight Hebel wall panels and fire cement sheeting, as well as powder-coated aluminium-framed sliding doors and windows.

For the purposes of this report, we will be referring to Unit 101 in *53 Merton Street*. *Merton Street* is deemed the eastern boundary of the property.

1.3 Building classification

Components of the building are classified as Class 2 and 7 in accordance with the Building Code of Australia (BCA).

1.4 Qualifications

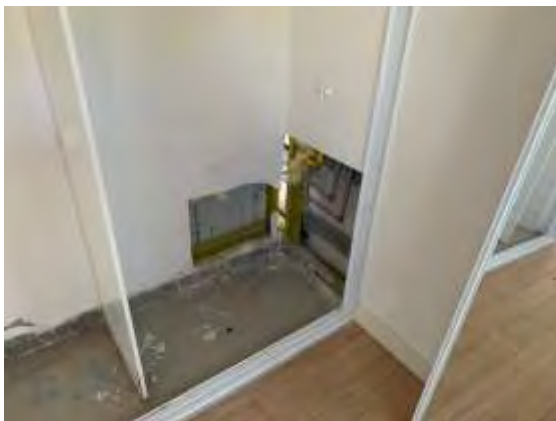
All inspections were visual only, without the use of invasive or destructive investigations or specialist diagnostics equipment (with the exception of a moisture meter).

Unless otherwise stated, all observations were made from ground level and the balcony and interior of *Unit 101*.

2.0 OBSERVATIONS

2.1 Unit 14 | Living room

- The unit has been vacant since the storm event that occurred in February 2020.
- It is our understanding that work has commenced in order to investigate the source of the water penetration. This work has been undertaken by *Network Construction Services*.
- The lower balcony tiles and membrane had been demolished at the time of the inspection.
- Various openings have been installed in the facades and finishes as part of the investigation works.



- Evidence of widespread water penetration damage into the living area of Unit 101.
- Two balconies and a planter box are located surrounding the living areas of Unit 101. The upper balcony and planter box are situated on the northern side of the apartment and the lower balcony faces east to *Merton Street*.



Photo provided by others

- Evidence of water penetration damage into the main bedroom of Unit 101. The northern wall of the bedroom abuts the southern end of the lower balcony.



Photo provided by others

- The facades of the building are constructed of a combination of *Hebel* wall panels and lightweight fibre cement cladding which has been rendered/coated.
- A perimeter concrete hob is situated around the perimeter of the lower balcony.



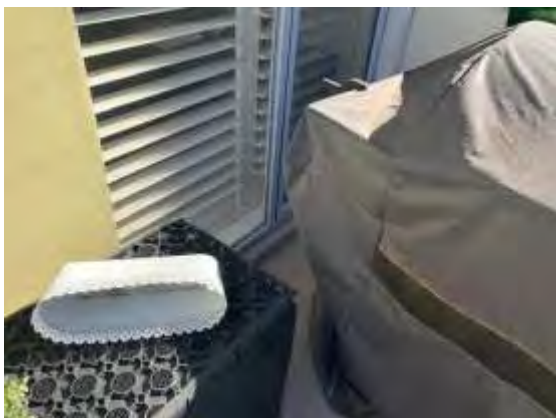
- A large 5.5-metre-long sliding door provides access from the living room to the lower balcony.
- A set of stairs provides access to the upper balcony from the northern side of the lower balcony.
- The stairs are in close proximity to the eastern balcony sliding doors of the lower balcony.



- All cladding junctions on the eastern façade and balustrade adjoining the lower balcony and main bedroom have been sealed with a polyurethane sealant. We are not aware when the sealant was installed.



- Two windows are located on the northern façade of the living room. The sills of the windows correspond to the finished tile level of the upper balcony. There is no sub sill on the windows. It is unclear how the existing upper balcony waterproof membrane is detailed behind the windows.



- We have been advised by *Network Construction Services* that the upper balcony has been flood tested and is contributing to the water penetration. Water penetration is also occurring into the storeroom located below.



Photo provided by others

- We have been advised that the balcony door glazing is over sized for 6.38mm laminate safety glass. The limit is 3m² and the current glass area is 3.4m². There will be a requirement for the builder to replace the doors as the framing cannot take the load of a thicker gauge of glass.

3.0 COMMENTS & RECOMMENDATIONS

3.1 Unit 101 water penetration

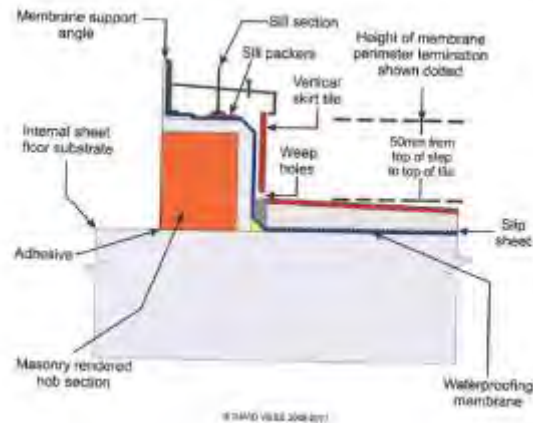
Water penetration is occurring in the living room laterally through the facades, and below/around the north-facing and east-facing balcony doors and windows. Based on our observations, we attribute the water penetration to a combination of the following:

- The lack of a waterproofed hob/upturn beneath the balcony sliding door sub-sills. This is allowing water accumulating on the balcony tiles to penetrate laterally beneath the sliding door sub-sill, particularly when wind-blown.
- Absent or inadequately detailed sill flashings along the widths of the balcony door apertures.
- Deficient cavity flashings in, and waterproof coating on, the *Hebel* and fibre cement facades.
- Deficiencies with the under-tile waterproofing provisions on the balconies and their vertical terminations.

We observed water penetration damage to the floor coverings throughout the unit including the main bedroom (which is located next to the lower eastern balcony).

To eliminate the water penetration affecting the internal areas, there is a requirement to re-waterproof the balconies in conjunction with the door and window removal. In order to achieve a correct detail, the waterproof membrane is required to be turned up and under the balcony doors to an aluminium water stop angle. We therefore recommend removing the balcony doors to facilitate

the correct waterproofing detail (refer to the figures below from the *Master Builders Associations Guide to External Waterproofing*).



As detailed in the previous section of the report, the balcony door glazing is over sized for 6.38mm laminate safety glass. The maximum limit is 3m² and the current glass area is 3.4m². We therefore agree with the requirement that the builder has put forth to replace the doors.

As is the case with the doors, due to the windows not having sub-sill drainage on the upper balcony, these will likely have to be replaced also.

It is imperative to either prevent water from entering the upper facades or provide cavity drainage at the base of the facades (if not already installed). This ensures that water cannot bypass any newly installed waterproof membrane.

In order to prevent water penetration into Unit 101 we are of the opinion that the following is required (please note this is a basic step by step scope and is not meant for:

1. Set up work area and protect all adjoining surfaces around the work area.
2. Demolish the tiling on the upper and lower balconies.
3. Demolish the concrete stairs in order to enable a membrane to be applied to the surface of the balcony and detailed under and behind the sliding door assembly.
4. Remove the existing sliding door and window assemblies.
5. Suitably prepare all substrates for application of a class 3 (minimum) waterproof membrane.
6. Install suitable water-stop back angles at all openings.
7. Supply and apply a new (class 3 minimum) waterproofing membrane to the prepared surfaces of the balconies, hobs and walls in accordance with the manufacturer's specifications. Ensure that a suitable vertical termination is achieved in all areas so that no water can bypass the new membrane. The termination can be provided behind the fibre cement sheeting on the lower balcony to the concrete perimeter hob.
8. Supply and apply a new (class 3 minimum) waterproofing membrane to the planter box in accordance with the manufacturer's specifications.
9. Supply and install new sliding doors and windows ensuring adequately sealed sub-sills.
10. Supply and lay suitable bedding material and/or screeds as required to create fall in the appropriate locations. Mix-in an appropriate anti-efflorescence admixture to prevent leaching staining from re-occurring. Set the new screed in a manner that will create a suitable fall away from the facades towards the existing drainage outlets.
11. Re-tile. Grout between the tiles using a grout suitable for the conditions of service.

12. Render the affected areas of the southern facades. Note: render and finishes to match the existing adjacent areas. Ensure consistency with finishes.
13. As required repair any damaged finishes to match existing.
14. Install new flooring within the unit.
15. Clean up and make good work areas.

4.0 ONGOING SERVICES & CONCLUSION

The repairs outlined in this report are recommended based on our visual observations (without destructive investigations) and our experience with similar issues in the past. Whilst the recommended repairs will in all likelihood prove successful, we are not liable for repairs undertaken by others without supervision.

It is trusted that this report is clear and addresses the requirements of the Owners Corporation. Should you require any further information or clarification, please do not hesitate to contact the undersigned.

Yours faithfully,
For RHM Consultants Pty Ltd



Charlie Thomas B.E (Civil) (Hons) MIEAust
ASSOCIATE
cthomas@rhmeng.com

MEMORANDUM

SP85881 8 MORLEY ST SUTHERLAND NSW 2232

SUBJECT	Inspection findings
PROJECT	Steel corrosion assessment
SITE	SP85881 8 Morley St Sutherland NSW 2232
ISSUE DATE	18 August 2023
AUTHOR	Howie Huang
APPROVED	Joao Franco
CLIENT	Southern Strata Management
ATTN	Kerry Craig, 746 Kingsway GyMEA NSW 2227
ENCLOSURES	NA

1. INTRODUCTIONS

1.1. Backgrounds

Ironbridge Engineering (IE) has been engaged by Southern Strata Management on behalf of the owners, SP85881, to perform a structural evaluation of the corrosion affecting multiple steel beams situated within the car park space at SP85881 8 Morley St, Sutherland, NSW 2232 (the **Property**).

This request followed the prior identification of ongoing structural corrosion in March 2021.

On the 1st of July, 2023, a preliminary site walk-through was conducted by two IE engineers, Howie Huang and Joao Franco. The inspection was facilitated by Anthony N.G., a member of the strata — this preliminary inspection aimed to identify steel structural elements affected by corrosion. While the majority of these steel elements exhibited no indications of significant corrosion, two distinct members, labelled in this report as T1 and T2 and represented in Figure 1 and Figure 2, demanded further investigation and assessment.

IE advised the utilisation of ultrasound thickness gauge (**UTG**) testing for a qualitative assessment of the designated areas as to determine the degree of steel degradation - material loss - caused by the active corrosion. The proposed investigation methodology was approved by a strata representative, with which the outcomes will be presented herewith.

The UTG testing and tangible measurements, including measuring tape and calibrator, took place on the 10th of August, 2023. The designed locations are labelled T1 to T5 and indicated in Figure 1 and Figure 2.

Key findings are listed in section 1.4, detailed observations and finding are listed in section 2.

1.2. Methodology

The structural corrosion extent is determined based on a material loss assessment, which entails a comparison of the original thickness (non-corroded) of the steel section with the measured thickness of a corroded element. The primary measurements are obtained using an ultrasound thickness gauge, while calibrators and measuring tapes are employed for verification and comparative purposes. In instances where measuring taps and calibrators cannot be fully applied; their values are employed solely for approximations.

Since all steel components are covered with vermiculite – a fireproofing coating - it is impractical to uncover each individual member for examination. Based on this limitation, the choice of testing locations was representative in nature, and focused on areas with evidence of active corrosion only. Two particular areas presented evidence of active corrosion. Additionally, we have inspected four extras randomly locations, and meticulously removed the fireproofing materials to enable access to the steel surface to conduct the intended testings. The results obtained from these four locations offer insights into the condition of the rest of the steel elements, providing a representative overall state of the steel members.

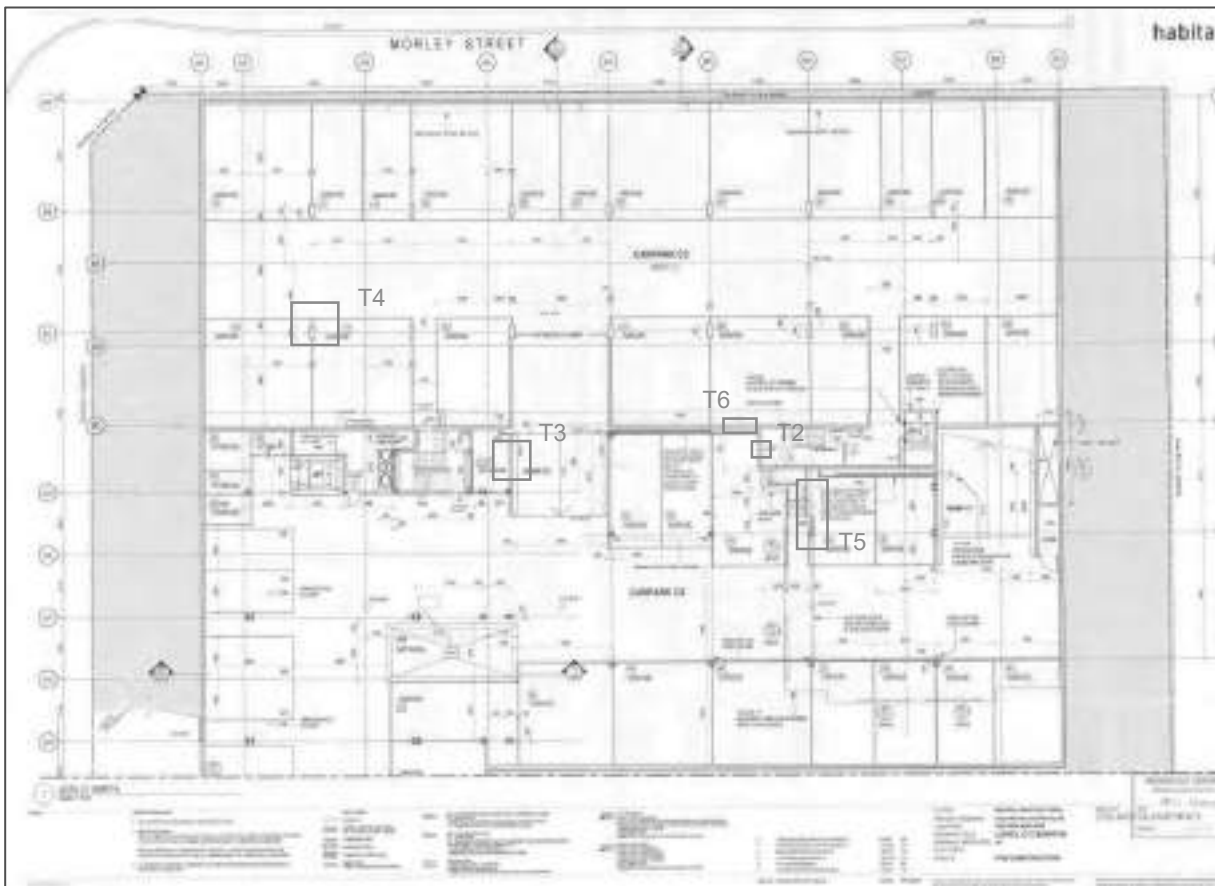


Figure 1 - testing locations 1

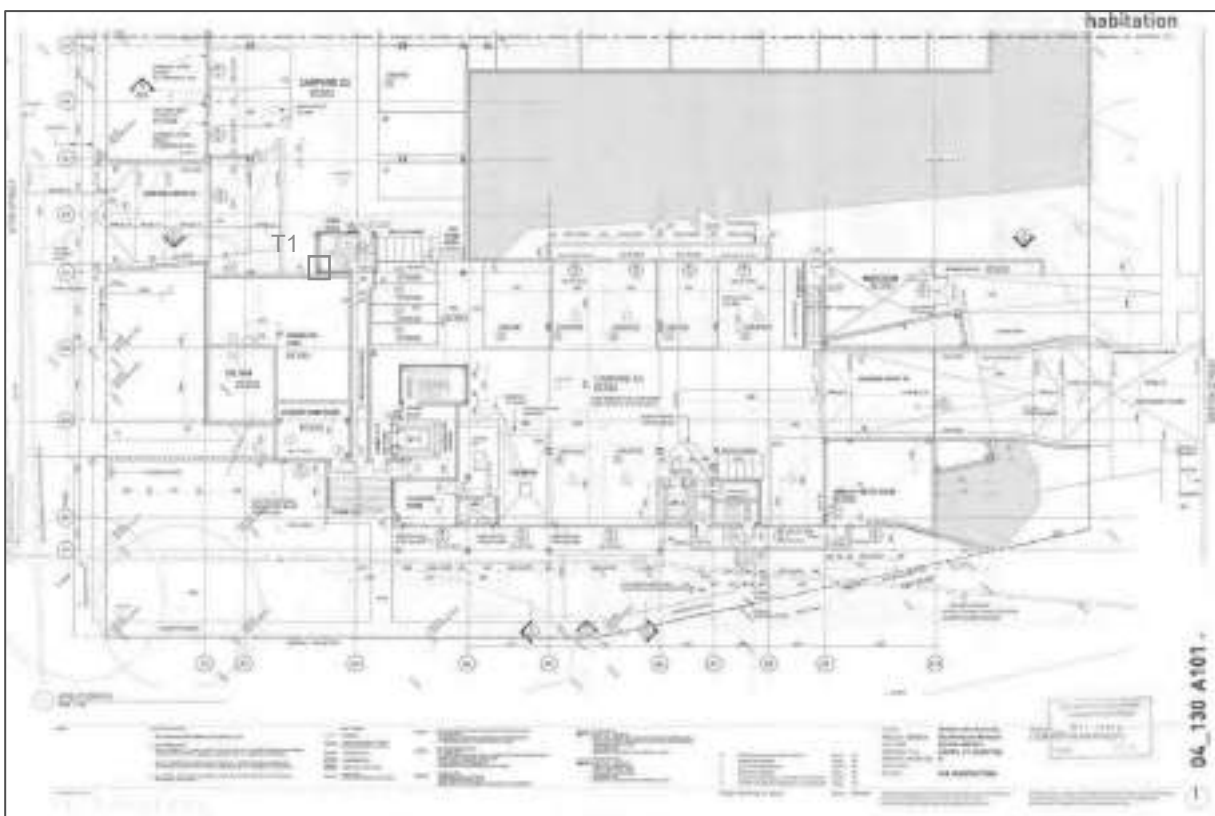


Figure 2 - testing locations 2

1.3. Limitations

1. The testing and subsequent report are specifically focused on evaluating the condition of the steel frame members within the garage. This assessment does not encompass steel members such as a permanent-steel formwork slab, which lies outside the defined scope;
2. Due to the application of fireproofing materials and time constraints, only a representative number of testing locations were assessed. This may not provide a comprehensive representation of the entire steel structure's condition; however, it does provide an indication of the overall condition;
3. The testing was confined to a single day.
4. Our opinion of the structural integrity does not dismiss the need of a fire performance assessment and certification provided by a qualified fire engineer.

1.4. Key findings

1. The primary cause of corrosion is water ingress resultant of defective waterproofing. The presence of vermiculite coating, which has the capacity to restrain moisture, accelerates the corrosion process.
2. The majority of the steel members currently show no signs of structural corrosion. However, there are instances of surface corrosion present in exposed areas, indicating breaches on the passive – protective - layer. We recommend conducting a routine inspection schedule, preferably every 6 to 12 months.
3. The steel column in T1 is structurally sufficient by the time of inspection, even with signs of structural corrosion. However, waterproofing issues should be resolved in a short term to prevent further corrosion.
4. The steel beam in T2 is experiencing considerable material losses. Due to the light load on the beam, the structural integrity is still adequate. However, waterproofing issues should be resolved in a short term to prevent further corrosion.

The corrosion of the connection between the permanent-steel formwork system and the block walls in T6 requires verification alongside the resolution of waterproofing issues. Swift resolution of the waterproofing concerns is required.

2. OBSERVATIONS AND FINDINGS

2.1. Steel column corrosion in T1

The steel column exhibiting evidence of corrosion is situated within the stairwell, in proximity to axis AL and A3. A visual examination reveals structural corrosion at the base of the column, particularly in the vicinity of the footing, where steel surface delamination is evident. In contrast, the upper portion of the column displays only minor instances of superficial corrosion. It is worth noting that the bottom of the column is in a constant moist condition. Vermiculite also absorbs water and disintegrates.



Photograph 1 – identified column in T1



Photograph 2 – corrosion present at the base of the column



Photograph 3 –minor surface corrosion to the upper area



Photograph 4 – general view of the corroded column



Photograph 5 – measure tape representing a 200 UC column



Photograph 6 – calibrator representing the flange thickness on the upper part by calibrator



Photograph 7 – UTG readings on flange of upper area

Based on collected measurements, this steel element is identified as 200UC46, with an anticipated flange thickness of approximately 11mm. Our measurements on the upper section, conducted using ultrasound and a calibrator, validate this dimension.

Upon removing the flaking rust, and all loose material, from the lower section and subjecting it to impact with a hammer, a solid sound was emitted, accompanied by a consistent vibration. These outcomes collectively suggest that the column is in a robust and stable condition. The results from multiple ultrasound readings consistently indicated that the flange thickness has not undergone substantial reduction from its intended measurement, despite the present evidence of superficial corrosion. This phenomenon could potentially be attributed to the fact that the discrepancy error of the initial thickness of the steel falls within the higher range of the spectrum, typically varying from -0.5mm to 0.5mm, and the corrosion is mostly causing delamination of the coating layer.



Photograph 8 – UTG reading of the flange thickness on the lower part, 1st reading.



Photograph 9 – UTG reading of the flange thickness on the lower part, 2nd reading.



Photograph 10 – measure tape confirming the thickness



Photograph 11 – calibrator estimation, confirmation of the thickness

2.1.1. Conclusion

At the time of inspection, this member demonstrated structural integrity. Following the removal of the rust layer and the elimination of corroded sections, the steel member remains robust, exhibiting minimal - and neglectable - material loss in comparison to its designed design thickness. However, it is crucial to promptly tackle the root cause of the waterproofing problems that led to the corrosion. This immediate action is vital to avert subsequent deterioration and potential adverse effects on the structural stability.

2.2. Steel beam corrosion in T2

The steel beam T2 with evidence of severe corrosion is located within the stair well near axis B4 and AD. Water stain, and general organic growth, was observed to be present to surrounding building materials, such as blockwork and mortars. Water infiltration from the exterior, originating at the top of the steel element, is evident across the entire beam length.



Photograph 12 – view of the beam from the outside



Photograph 13 – water marks and algae near the beam.



Photograph 14 – substantial material loss on the bottom flange



Photograph 15 – closeup image of the material loss on the bottom flange



Photograph 16 – remaining thickness of the beam, 1st reading



Photograph 17 – remaining thickness of the beam flange, 2nd reading

The presence of this beam is not documented in the original structural drawings.

We measured and deduced it to be a 200UB22 with an anticipated flange thickness of 7mm.

This beam is situated directly beneath the steel formwork slab and extends in the same direction as the beam.

Following a comprehensive structural evaluation, it is apparent that this beam functions to support the weight of three and a half courses of concrete block walls resting above the slab. These block walls exert a load of approximately 2.8 kN/m and the beam spans approximately 1.5m.

The remaining portion of the structure exhibits sufficient capacity to withstand this applied load.

2.2.1. Conclusion

At the time of the inspection, it was noticeable that this structural member has experienced notable material degradation; however, owing to the relatively light load that this beam carries, the remaining section retains sufficient structural integrity.

Nevertheless, it remains crucial to promptly rectify the underlying waterproofing problems that triggered the structural corrosion. This action is essential to prevent additional deterioration of the structural component.

2.3. General testing T3 to T5

To acquire a representative understanding of the steel elements within the garage, random locations were uncovered for evaluation, as highlighted in Figure 1 and Figure 2. Visual references in the form of photographs have been provided in table below.

All of these specific sites display signs of minor surface corrosion, with remnants of the original coating still discernible on the surfaces. Throughout the inspection period, no evidence of structural deterioration was identified. These chosen areas provide a representative glimpse into the general condition of the steel components within the garage.



Photograph 18 – UTG reading, T4



Photograph 19 – UTG reading, T4



Photograph 20 – general view of T5



Photograph 21 – presence of surface corrosion on T5



Photograph 22 – calibrator measurement, T3



Photograph 23 – UTG testing, T3

2.3.1. Conclusion

Minor surface corrosion has been detected on the flanges of T3, T4 and T5, indicating a reasonable likelihood that a similar condition prevails among most steel members within the garage. The presence of light corrosion indicate the failure of – or the absence – passive protective layer. Due to the applied fireproofing vermiculite coating across the surface of all steel members, the prospect of recoating the entire set of members is not a practical option.

We advise implementing a routine inspection schedule, preferably every 6 to 12 months, to monitor the condition of the steel members and ensure timely intervention if needed.

2.4. Bondek edge and supporting angle bars in T6

At the time of the inspection, we have observed the occurrence of active corrosion near the permanent-steel formwork slab and the adjacent supporting angle bars. These angle bars are coated with vermiculite, which was found to be saturated wet during our assessment. Upon the removal of the vermiculite coat, we identified widespread surface corrosion on the angle bars. Additionally, the permanent slab formwork sheets that are in direct contact with the angle bars exhibits signs of corrosion. The corrosion had spread a few centimetres from the edge of the angle bars. Notably, at the edges of the corrosion lines, we detected the presence of green and white powdery residues. These residues are indicative of zinc oxidation, suggesting that the galvanic layer, which serves as a barrier against corrosion, has experienced deterioration.

The angle bars primarily bear shear loads from the slab, and the extent of corrosion observed at the time of our inspection did not appear to be severe at that point. As a result, we hold the view that the angle bars retain their structural adequacy for their intended shear load-bearing function. Nevertheless, it is worth noting that due to the relatively slender profile of the slab formwork-sheet system, any degree of material loss can be of significance.



Photograph 24 – T6 before removal of the vermiculite coating



Photograph 25 – T6 after removal of the vermiculite coating



Photograph 26 – widespread surface corrosion



Photograph 27 – white oxide residue on the surface of the slab formwork-sheet system.

2.4.1. Recommendations

- 1) Clean back the corrosion and assess the condition of the slab steel formwork sheet.
- 2) Ironbridge to examine the shear capacity of the slab in the event that the material is no longer present.
- 3) Rectification of all problems related to water ingress and associated waterproofing deficiencies.



Schindler

We Elevate

BRITTANY APARTMENTS
Proposal for Works

Schindler Lifts Australia Pty. Ltd.
SYDNEY NSW
PO Box 7153
ALEXANDRIA NSW 2015

THE OWNERS OF STRATA PLAN 85881
8 MORLEY STREET
SUTHERLAND NSW 2232

From Timothy Campbell
Telephone +61299319900
E-mail timothy.campbell@schindler.com
Quotation number 148339736
Date 26 April 2023
Subject Schindler Proposal at BRITTANY APARTMENTS, 8 MORLEY STREET, SUTHERLAND NSW 2232

Dear Customer,

Thank you for considering Schindler Lifts Australia to assist with your vertical transportation needs.

Yesterday we carried 1 billion people vertically, horizontally and diagonally using Schindler elevators, escalators and moving walks. Today we will do it all over again. We know how important it is to keep people moving and that is why we value the opportunity to elevate you.

As leaders in innovation, we can provide you with a range of solutions through our digital services portfolio that open up a new world of possibilities including real-time remote monitoring, reporting, diagnostic and media communication services. Our digital services allow for increased equipment uptime, reliability and transparency.

For more information about our digital services, visit [Schindler Ahead](#)

As per your requirements, please find the offer attached which is valid for a period of 30 days.

Thank you for considering the attached proposal. I would be delighted to meet with you and discuss in more detail should you have any further enquiries

Yours sincerely

Timothy Campbell

Schindler Lifts Australia Pty Ltd

Schindler Australia

Our Offer

BRITTANY APARTMENTS, 8 MORLEY STREET, SUTHERLAND

Lift #4 - Replace and install rusted belts.

Further to a maintenance visit our service technician has identified the lift belts and under car diverter sheaves are rusted and require replacement.

Since these are safety critical issues I have been informed by our Upper Management and Health and Safety team that these items be rectified, or potentially we will have to shut the lifts down.

Technicians to attend site to complete the following scope of works:

- Isolate lift car for safety. (Electrical)
- Remove & replace 4 under car diverter sheaves.
- Remove & replace 4 pullies.
- Tension belts as required.
- Test and commission as required.
- Return lift to service.

Please Note:

- Works to be conducted during normal business hours in accordance with Schindler terms and conditions.
- Old belts to be disposed of offsite.
- Re-belts expected to take approx. 1-2 days to complete.
- Any further equipment found to be damaged as a result of the water entering the lift shaft will be subject to further quotation.

Total excl. GST	AUD	24,561.00
GST at 10.00 %	AUD	2,456.10
Contract Sum:	AUD	27,017.10

Our pricing is valid for 30 days and is in accordance with the Schindler Lifts Australia Pty Ltd Standard Sales Conditions, a copy of which is enclosed. This quotation is based on all works being carried out during normal business hours.

Our quote for this work is based on the use of certain standard materials and on the condition of the equipment at today's date. Should this material be unavailable at the time the work is to be carried out, or should additional work become necessary the quotation is subject to revision.

All material removed, unused or not required in these works will become the property of Schindler Lifts Australia and we reserve the right to remove and retain it.



Quote No. 1781.1

FIGURE 8 ACCESS PTY LTD
 PO Box 7
 Jannali
 Sydney
 2226
 Phone: 0475 412 197
dan@fig8access.com
 ABN: 51 640 097 203

Date: 16.11.2023
 Rep: Dan Kirk

To	Care of	Location
Southern Strata Management 24 Talara Road Gymea NSW 2227 P:8582 1100 info@southernstrata.com.au	Kerry Craig Strata Manager 8582 1100 kerry@southernstrata.com.au	68 Eton St SP85881 68 Eton Street Sutherland NSW 2232

Introduction

Figure 8 Access has over 20 years' experience in Sydney's Rope Access and Construction Industry.

Our experience stems from remedial maintenance, confined space support and rescue, Infrastructure asset maintenance and geotechnical management.

We pride ourselves in providing our customers with confidence that they will receive a professional service, whilst we offer a clear line of communication from concept to completion.

The Project

Figure 8 has been called upon to supply, install and certify a number of anchors to facilitate glaziers. Two options have been given for this;

Anchors Option 1 - only the necessary anchors to complete the glaziers tasks.

Anchors Option 2 - full height safety system to accommodate access to the entire façade of all four buildings.

In addition to these options a decision has to be made on how to access the building, marked in blue, on the corner of Merton and Morley Street. We can hire a EWP or install a roof hatch.

Bellow are pictures firstly of anchors placed for helping the glaziers only and secondly for a full system. The blue highlighted roof currently has no access. This is where a roof hatch or EWP will be used. The yellow square indicates a staircase from one level to another. Red squares are anchors.

All components will be installed in accordance with AS/ NZS 1891 & ISO 22846. Upon completion, we will issue a certificate of compliance stating the system purpose, load rating and date of installation. This system will be in service for a duration of 12 months prior to requiring certification.



Provided by FIGURE 8 ACCESS PTY LTD:

1 x anchor tag for every certified anchor point
 1 x Large compliance plate at every system entry point
 Qualified Personnel
 Access Equipment
 All necessary tools
 Certification Papers
 System Layout
 JHA/SWMS
 Labour

Provided by Others:

Access to site
 Free on-site parking
 Amenities
 2 sets of keys and/or swipe cards as required for safety reasons

Itm.	Description	Qty	Unit	Price ex. GST	GST	Total ex. GST
1	Anchors Option 1					
1.1	Installation of height safety components in accordance with AS/NZS 1891 & ISO 22846				10.000%	\$0.00
1.2	Anchor Point: Surface Mount SRA All Fit 360 Swivel Fall Arrest Surface Mount Anchor Assembly Anchor plate designed to fit most metal profile roof with 360 degree swivel anchor [3mm] Plate for Fall Arrest and Abseiling				10.000%	\$3,750.00
1.3	Signage Figure 8 Compliance Plate				10.000%	\$50.00
					Subtotal:	\$3,800.00
2	Anchors option 2					
2.1	Installation of height safety components in accordance with AS/NZS 1891 & ISO 22846				10.000%	\$0.00
2.2	Anchor Point: Surface Mount SRA All Fit 360 Swivel Fall Arrest Surface Mount Anchor Assembly Anchor plate designed to fit most metal profile roof with 360 degree swivel anchor [3mm] Plate for Fall Arrest and Abseiling				10.000%	\$26,500.00
2.3	Steps and Stairs HawkPro HPS816 HawkPro Stairs with guard rail - 3000mm v/h				10.000%	\$4,500.00
2.4	Signage Figure 8 Compliance Plate				10.000%	\$250.00
					Subtotal:	\$31,250.00
3	Roof Hatch					
3.1	For the building on the corner of Merton and Morley Street. Other Height Safety Components Roof access hatch for tray deck roof Scissor ladders to accommodate high roof.				10.000%	\$13,500.00
					Subtotal:	\$13,500.00
4	EWP Access to roof					

Itm.	Description	Qty	Unit	Price ex. GST	GST	Total ex. GST
4.1	To access the building on the corner of Merton and Morley Street. Other Height Safety Components EWP Hire 18.2m knuckle boom Machine Rental for 2 days				10.000%	\$2,500.00
					Subtotal:	\$2,500.00
5	Assisting Glazier or similar					
5.1	Labour to complete works as required. • Works to be performed on hourly rates. • Minimum call out is 4 hours per person per day. *The price indicated is for 2 technicians for 8 hours with all necessary tools and access equipment* ** Materials to be provided by Glaziers**				10.000%	\$1,760.00
					Subtotal:	\$1,760.00
					Subtotal:	\$52,810.00
					GST on Income 10.000%:	\$5,281.00
					Total:	\$58,091.00

Clauses

1. Payment terms- 30 days
2. We require a signed quote or purchase order, prior to works commencing.
3. Any works outside of this scope will be quoted separately.
4. If our guys get to site and cannot carry out quoted works due to elements out of their control (excluding weather), we will charge a minimum of 4hrs per man.
5. Quote valid for 30 days.

Express Glass 24 Hour Service Pty Ltd

ABN 13 074 588 328

HEAD OFFICE

38-40 Maddox Street

Alexandria NSW 2015

PO BOX 218

Rosebery NSW 1445

Tel 1300 666 234

Fax 1300 666 235

service@expressglass.com.au

www.expressglass.com.au



Prepared By Gino Barletta

Quote Number 00059274

Quote Date 15/11/2023

Expiration Date 15/12/2023

Customer Details

Account Name Strata Plan 85881

Account contact Kerry Craig

Parent Account Southern Strata Management

Account contact kerry@southernstrata.com.au
email**Customer Reference**

Strata Plan No 85881

Site Details

Brittany Apartments

Anthony Lee Quan Ng

68-70 Eton & 51-53 Merton Street

anthony.ng@infrabuild.com

Sutherland NSW 2232

0407 495 421

Australia

Description**Quote**

Remove existing glass panel and install 10.38mm clear laminated glass as per Engineers details

Approx sizes/location

Unit 1-2@840mm x 2600mm

Unit 2-2@840mm x 3000mm

Unit 3-2@840mm x 3100mm

Unit 4-2@840mm x 1300mm

Unit 5-2@840mm x 1300mm

Unit 6-2@840mm x 1300mm

Unit 10-2@840mm x 2350mm

Unit 11-2@840mm x 2350mm

Apply clear safety film to 6 existing glass panels

Approx sizes/location

Unit 7-2@480mm x 860mm

Unit 8-2@840mm x 700mm

Unit 9-2@840mm x 450mm

Please note

*All works completed during normal hours

*3 x custom build scaffold towers for external access allowed for in quote

Area	Quantity	Price
0.00	1.00	\$30,850.00
Total Excl. GST		\$30,850.00
GST Amount		\$3,085.00

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ABN 13 074 588 328
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38-40 Maddox Street
Alexandria NSW 2015
PO BOX 218
Rosebery NSW 1445
Tel 1300 666 234
Fax 1300 666 235
service@expressglass.com.au
www.expressglass.com.au



Total Incl. GST \$33,935.00

No allowance for induction time and costs unless specifically noted above.
This quotation is for work detailed in "Description" above. Any items or services not listed are specifically excluded. To Proceed with this quotation, sign below and return to Express Glass or provide a written order with reference to our Quote No.

Authorisation:

_____	_____	_____
Date	Print Name	Signature



Combined Building Services Pty Ltd
ABN 36 609 494 180
Lic No: 291388C

The Owners Corporation: SP 85881
C/- Southern Strata Management Pty Ltd
746 Kingsway
Gymea, NSW, 2227

Date: 3rd July 2023
Quote Number: 23.07.01

Attention: Kerry Craig
Email: kerry@southernstrata.com.au

Dear Kerry,

Re: 68 Eton Street Sutherland
Replacement of West Facing Common Foyer Windows

In line with your request, we have since inspected site and it is with pleasure that we provide our corresponding recommendations and repair proposal.

The Owners Corporation have been advised the west facing windows that are located on each foyer level for sixty-eight (68) Eton Street require replacement due to non-compliance factors. In addition to simply replacing the windows, there are access AND closely linked weatherproofing considerations that really should be integrated into the window replacement process while façade access is available. Failing to address these ancillary items, will very likely contribute to the Owners Corporation experiencing additional (future related) water ingress disruptions and duplicative costs resulting in a high overall repair total.

Table One (1) - Summary of works include

Item No	Description	Cost
1	<u>Preliminaries</u> <ol style="list-style-type: none">1. Complete photographic pre-start dilapidation survey of all relevant areas2. Site establishment3. Supply and install temporary surface protection as required externally, to awning roof, and internally to each of the foyer levels4. Supervision for work duration5. Disestablish site6. Disposal of residual rubbish and conduct final site clean	\$3,810
2	<u>Access</u> <ol style="list-style-type: none">1. Transportation and supply of necessary equipment2. Erect temporary scaffold access tower above awning roof for full height of western façade to provide safe access to all three (3) window units AND the external wall surface3. Scaffold shall be configured to ensure access to the main entry doors and the adjacent fire door is unobstructed and available for use. Temporary ply sheeting will be installed to the lower section of scaffold to deter unauthorised climbing access4. Allow for all hire costs up to a period of four (4) weeks (min)5. At the completion of the works, we allow to dismantle the equipment	

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Web: www.combinedbuildingservices.com.au
Phone: 0458 004 029



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	and for all transport returns <i>#Note – Subject to final site review by scaffold certifier</i>	\$18,810
3	<u>Replacement of Windows</u> <ol style="list-style-type: none"> Carefully de-glaze each window unit Cut away perimeter sealants and plastering as required to free-up extrusions, and de-construct the window units and transport all framing and glass to ground level for disposal and/or recycling Supply and install temporary hoarding protection screens to the openings Clean each opening perimeter and sparge or sheet the surface to provide uniformity. Encapsulate the full throat of the opening with primer and membrane around all sides (including top and bottom) Supply and install new threshold angles to all sides to act as a permanent and physical barrier against lateral moisture seepage (internally) Supply and install newly fabricated aluminium framed window systems, broken into three separate panels, including an openable louvre highlight (Clerestory) with manual opening map rod (or similar) New windows will be fitted with separable sill flashing piece, sealant water-stops around frame perimeters, and new storm moulds to the external perimeter frame and wall junction 	\$34,260
4	<u>Weatherproofing / Make Good / Paint Coatings</u> <ol style="list-style-type: none"> Internally skim and set all internal walls and make good to match existing as close as practical Externally complete basic weatherproofing improvement works to the west and south wall surfaces, renew any/all jointing deficiencies, high pressure water wash entire wall surface, prime, and apply high performance elastomeric coating system capable of permitting high vapour release from host substrate whilst ensuring maximum weatherproofing protection against rain related saturation 	\$14,470
5.	<u>Modification of Metal Wall Cladding (north wall)</u> As previously documented, the vertical full height metal wall cladding sheets to the north wall panel located perpendicular to the windows being replaced has been overlapped incorrectly. This is highly conducive to volume water bypassing the sheet surface/s and potentially migrating to internal areas in an uncontrolled manner. Whilst access is available, CBS recommend deconstructing the existing capping's and wall cladding, making good or replacing the underlying sarking protection, and reconstructing the sheets and flashings to ensure they overlap in a correct manner	Provisional Sum \$10,000
5	<u>HBCFI</u> Home Builders Compensation Fund Insurance is mandatory for these residential works exceeding \$20k. This is a Provisional Sum subject to application review and approval by iCare. The final amount will be charged at cost plus a \$370 contractor administration fee (including GST) for the preparation and lodgement of all application documentation	\$7,500
Cost of works		\$88,850
GST		\$8,885
Total Cost		\$97,735

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Table Two (2) - Prime Costs Included in Table One (1) Above for The Purchasing of New Window Units

Item	Description	Cost
3.6.1	<u>Level Two (2) Window Unit</u>	\$3,840 (excluding GST) \$4,224 (including GST)
3.6.2	<u>Level Three (3) Window Unit</u>	\$4,160 (excluding GST) \$4,576 (including GST)
3.6.3	<u>Level Four (4) Window Unit</u>	\$4,480 (excluding GST) \$4,928 (including GST)

Table Three (3) – CBS Standard Schedule of Rates Table

Item	Description	Cost
1	Estimator / Project Manager	\$165 p/h (ex GST) \$181.50 p/h (inc. GST)
2	Site Supervisor	\$100 p/h (ex GST) \$110 p/h (inc. GST)
3	Tradesperson (excludes plumber or electrician); Carpenter, Waterproofer, Roofer, Renderer, Bricklayer, Painter	\$95 p/h (ex GST) \$104.50 p/h (inc. GST)
4	Skilled Tradesman's Assistant	\$80 p/h (ex GST) \$88 p/h (inc. GST)
5	Unskilled Labourer	\$60 p/h (ex GST) \$66 p/h (inc. GST)
6	Office Manager / Administrator & Accounts	\$85 p/h (ex GST) \$93.50 (inc. GST)
7	Builders Margin (applied to the cost of all; materials, specialised sub-contractor services, equipment hire, sundry, consumables, waste disposal)	20%
8	Use of CBS rigid tipper truck; includes driver, fuel and vehicle fees (excludes tolls)	\$155 p/h (ex GST) \$170.50 (inc. GST)

Additional Notations

1. Unless otherwise stated, no allowance for services (electrical, plumbing, data etc.)
2. Unless otherwise stated, no allowance for hazardous materials such as asbestos or lead based paint
3. Quotation valid for twenty-one (21) days
4. Unless otherwise stated, no allowance for third party consultancy work (i.e., engineer or certifier)
5. As instructed by OC, no allowance for Design & Building Practitioner processes for these works
6. Any/all nominated provisional sum items will be carried out and calculated using the nominated schedule of rates (provided herein)
7. We have allowed using onsite, water, power and toilet facilities at no cost to ourselves
8. Final configuration (and cost) of scaffold access equipment, will be subject to bearing capacity and stabilisation fixing point locations of the structure in the location of installation
9. The costs provided in this quotation are based on completing the works whilst CBS personnel are already onsite working on other areas of the property

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Phone: 0458 004 029



Should you require any further information regarding this matter please do not hesitate to contact me.

Yours Faithfully,
Trent Smith

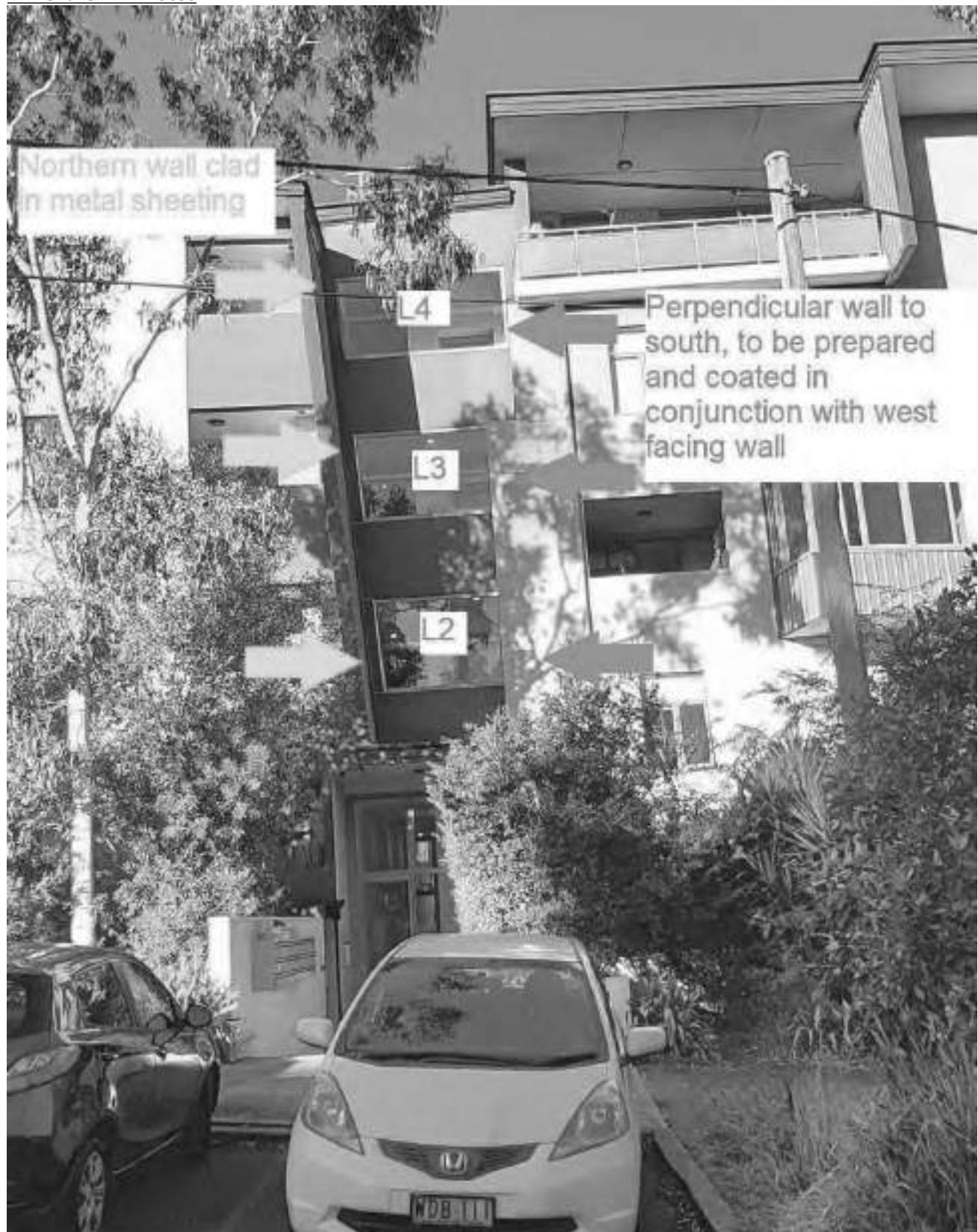


Estimator
0458 004 029

Email: trent@combinedbuildingservices.com.au
Web: www.combinedbuildingservices.com.au
Phone: 0458 004 029



Annexure 1 – Photos



Email: trent@combinedbuildingservices.com.au

Web: www.combinedbuildingservices.com.au

Phone: 0458 004 029



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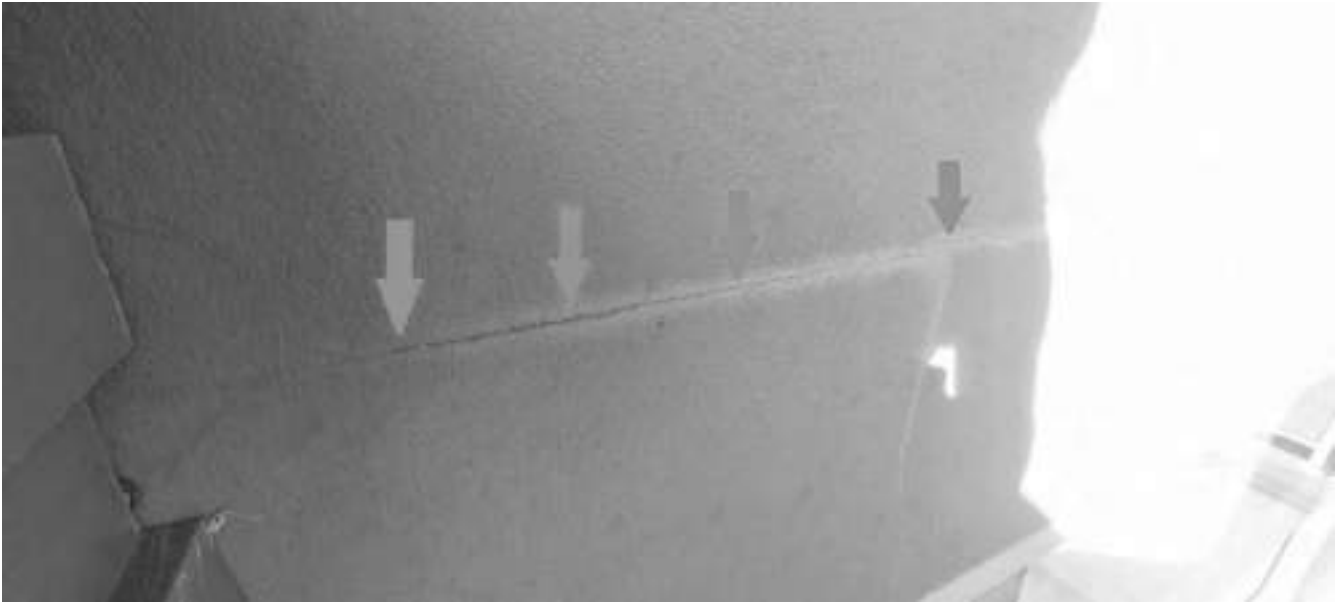


Email: trent@combinedbuildingservices.com.au

Web: www.combinedbuildingservices.com.au

Phone: 0458 004 029





Email: trent@combinedbuildingservices.com.au
Web: www.combinedbuildingservices.com.au
Phone: 0458 004 029





Email: trent@combinedbuildingservices.com.au
Web: www.combinedbuildingservices.com.au
Phone: 0458 004 029





Email: trent@combinedbuildingservices.com.au
Web: www.combinedbuildingservices.com.au
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Phone: 0458 004 029



Perpendicular south wall with significant cracking also requires repairs, jointing work, elastomeric coating system



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Phone: 0458 004 029



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The Secretary
The Owners – Strata Plan No. 85881
C/- Southern Strata Management
24 Teralia Road
Gymea NSW 2227

Attention: Kerry Craig

By email: kerry@southernstrata.com.au

Our ref: 210287

25 October 2021

Dear Secretary

THE OWNERS – STRATA PLAN NO. 85881 | ADVICE REGARDING STRATA RENEWAL PROCESS

Instructions

1. We are instructed by The Owners – Strata Plan No. 85881 (“OC”) to provide advice about a collective sale of the lots and common property to a developer.

Background

2. The strata scheme is located at 68-70 Eaton and 51-53 Merton Street Sutherland. The building consists of four (4) blocks situated over a common carpark basement.
3. The strata plan was registered in or around 2012. There are 62 residential lots and common property.
4. The OC has obtained a report from Credwell Consulting Pty Ltd dated 21 July 2021 which identifies that there are significant defects in relation to the fire rating of the steel structural members (steel columns and beams), inadequate construction to the penetrations where the steel structure passes through fire rated walls to maintain the required fire resistance levels and that the defects relating to fire rated construction are systemic and so extreme that much of the existing fire rated construction is not able to be rectified through isolated repairs for each individual defect and any potential scope of works would require extensive demolition and reconstruction of all areas of the building such that the building would be demolished down to the steel structure and rebuilt, although rebuilding with the existing steel structure is a concern due to the existing design being extremely difficult to ensure compliant fire resisting construction.
5. The OC is considering a collective sale to a developer so that the developer can re-develop the site.

Legislation

6. Part 10 of the *Strata Schemes Development Act 2015 (NSW)* (“SSDA”) was introduced in November 2016 and provides a framework to facilitate a collective sale (or redevelopment) of all lots in a strata scheme. It was introduced as a means of protecting owners’ interests and is thus extremely prescriptive in its nature.
7. Sections 156 - 160 of the SSDA, relevantly, provide as follows:

156 Submission of strata renewal proposal

- (1) *Any person (whether or not the person is the owner of a lot) may give a written proposal for the collective sale or redevelopment of a strata scheme (a “strata renewal proposal”) to the owners corporation of the scheme.*
- (2) *A strata renewal proposal must include the information or other matters prescribed by the regulations.*

157 Strata committee to consider proposal

- (1) *As soon as practicable (but no later than 30 days) after the owners corporation receives a strata renewal proposal, the strata committee of the owners corporation must consider it at a meeting of the committee.*
- (2) *The secretary of the owners corporation, or any other member of the strata committee, may convene the meeting.*
- (3) *The purpose of the meeting is to decide whether or not the strata committee considers the strata renewal proposal warrants further consideration by the owners corporation.*
- (4) *The minutes of the meeting must include--*
 - (a) *a complete copy of the strata renewal proposal, and*
 - (b) *detailed reasons for the decision.*
- (5) *The strata committee must give each owner of a lot in the strata scheme a copy of the minutes within 14 days after the meeting.*

158 Convening general meeting to consider proposal

- (1) *If the strata committee decides that the strata renewal proposal warrants further consideration by the owners corporation, it must, as soon as practicable (but no later than 30 days) after making the decision, convene a general meeting of the owners corporation to further consider the proposal.*
- (2) *Also, a general meeting of the owners corporation may be convened to consider the strata renewal proposal on a qualified request, whether or not the strata committee has considered the proposal or decided it warrants further consideration.*
- (3) *The purpose of the general meeting is to decide whether or not the owners corporation considers the strata renewal proposal warrants investigation by a strata renewal committee.*
- (4) *Notice of the general meeting must--*
 - (a) *comply with clause 1 of Schedule 7, and*
 - (b) *be given to each owner at least 14 days before the meeting.*

159 Lapsing of proposal

- (1) *This section applies if--*
 - (a) *the strata committee decides a strata renewal proposal does not warrant further consideration by the owners corporation and a qualified request to consider the proposal at a general meeting of the owners corporation has not been made within 44 days after the day the strata committee made the decision, or*
 - (b) *the owners corporation, under Division 3, decides a strata renewal proposal does not warrant investigation by a strata renewal committee.*
- (2) *The strata renewal proposal lapses for the purpose of this Part when the decision is made.*

160 Establishment of committee

- (1) *If the owners corporation passes a motion that the strata renewal proposal warrants investigation by a strata renewal committee, the owners corporation must, by resolution at a meeting--*
 - (a) *establish a strata renewal committee to prepare a strata renewal plan for the strata scheme, and*
 - (b) *elect its members.*
- (2) *A person who has a financial interest in more than 25% of the lots (other than utility lots) in the strata scheme must not vote in a resolution to establish a strata renewal committee or be elected as a member of the committee unless the person has disclosed that fact to the owners corporation.*
- (3) *The strata renewal committee must consist of a chairperson and the number of other members, not more than 8, determined by the owners corporation.*
- (4) *A strata renewal committee is taken to be established on the day its members are first elected under this Division.*
- (5) *A motion for the resolution to establish a strata renewal committee may include forms of motion for the matters the owners corporation considers appropriate, including the matters referred to in clause 2 of Schedule 7.*

8. Section 170 of the SSDA refers to the strata renewal plan and provides, insofar as is relevant, the following:

170 Content of strata renewal plan

- (1) *A strata renewal plan for a strata scheme must include the following information:*
 - (a) *a general overview of the strata renewal proposal to which it relates,*
 - (b) *a full and frank statement by the proposed purchaser or developer of their intended use of the strata parcel,*
 - (c) *if the plan is for a collective sale of the scheme:*
 - (i) *the name of the purchaser, if known, or a proposal for marketing the parcel for sale by public auction or tender, and*
 - (ii) *the sale price (if known), or a minimum reserve price for the sale*

or details of the way in which a minimum reserve price for the sale is to be set, and

(iii) the proposed completion day for the sale, and

(iv) the proposed day on which the owners of the lots are to provide vacant possession of their lots, and

(v) the details, prescribed by the regulations, about costs and expenses to be deducted from the sale price, and

(vi) any other terms and conditions of the proposed sale that the strata renewal committee considers are significant,

...

(e) any other information or document about the proposed collective sale or redevelopment prescribed by the regulations.

- (2) Subsection (1) does not limit the matters that may be included in a strata renewal plan.*
- (3) If a strata renewal plan is for a collective sale of a strata scheme, the plan must provide for the purchase of each owner's lot at not less than the compensation value for the lot.*
- (4) If a strata renewal plan is for a redevelopment of a strata scheme, the plan must provide for each dissenting owner's lot to be purchased at not less than the compensation value for the lot.*

9. Section 171 of the SSDA sets out the requirements relating to sale of individual lots:

171 Requirements relating to sale of lots

- (1) If a strata renewal plan is for a collective sale of a strata scheme, the amount paid for the sale of the lots and common property in the scheme must be apportioned among the owners of the lots in the same proportions as the unit entitlements of the owners' lots.*
- (2) If a strata renewal plan is for a redevelopment of a strata scheme, the amount to be paid for the sale of a dissenting owner's lot must not be less than the compensation value of the lot.*

10. Parts of the Strata Schemes Development Regulation 2016 ("SSDR") are also relevant, including the following:

highest and best use in respect of land means the lawful, physically possible and financially feasible use that maximises the value of the land.

27 Compensation value

*For the purposes of paragraph (a) of the definition of **compensation value** in section 154 of the Act, the determination of compensation under section 55 of the Land Acquisition (Just Terms Compensation) Act 1991 is modified as follows:*

(a) sections 56 (1) (b) and (2) and 62–65 of that Act are taken not to apply in respect of that section,

(b) any references in that Act to “acquisition”, “compulsory acquisition” or “the public purpose for which the land was acquired” are taken, for the purposes of that section, to be references to the strata renewal proposal,

(c) the buyer and seller referred to in section 56 of that Act are to be assumed to take into account the highest and best use of the land,

(d) the matters set out in section 55 of that Act are to be valued at the following times:

- (i) for the purposes of inclusion in a strata renewal plan—on a day that is not more than 45 days before the day on which the general meeting of the owners corporation is held under section 172 of the Strata Schemes Development Act 2015 to consider the plan,*
- (ii) for the purposes of an application made under section 179 of the Strata Schemes Development Act 2015 for an order to give effect to a strata renewal plan—on a day that is not more than 45 days before the day on which the application is made.*

28 Market value

*(1) For the purposes of the definition of **market value** in section 154 of the Act, the market value of a building and its site:*

(a) is to be determined by estimating the amount for which the building and site would be sold by a willing but not anxious seller to a willing but not anxious buyer, and

(b) is to be determined at the following times:

(i) for the purposes of inclusion in a strata renewal plan—on a day that is not more than 45 days before the day on which the general meeting of the owners corporation is held under section 172 of the Act to consider the plan,

(ii) for the purposes of an application made under section 179 of the Act for an order to give effect to a strata renewal plan—on a day that is not more than 45 days before the day on which the application is made.

(2) For the avoidance of doubt, the buyer and seller referred to in subclause (1) (a) are to be assumed to take into account the highest and best use of the building and its site.

30 Strata renewal proposal

(1) For the purposes of section 156 (2) of the Act, a strata renewal proposal must include the following:

- (a) the warning notice set out in subclause (2),*
- (b) the name and address of the person giving the proposal (the **proponent**),*
- (c) details of the financial interests (if any) that the proponent has in any of the lots in the strata scheme,*
- (d) a general description of the proposal and the purpose of the proposal,*
- (e) how the proposal will be funded,*
- (f) an estimate of the total cost (including application fees and legal fees) of obtaining an order from the court to give effect to the strata renewal plan,*
- (g) whether the proponent will provide any monetary contributions (whether initial or continuing) towards the reasonable costs and expenses incurred by the strata renewal committee or owners corporation in relation to the following:*
 - (i) preparing a strata renewal plan,*
 - (ii) obtaining specialist consultant reports,*
 - (iii) obtaining an order from the court to give effect to the plan,*
- (h) if the proponent is to provide any monetary contributions, what (if any) security (such as cash, bond, bank guarantee) will be provided,*
- (i) the potential (if any) for owners to buy back into the development following the collective sale or redevelopment,*
- (j) if the proposal is for a collective sale of the strata scheme:*
 - (i) an indicative sale price and an explanation of how that price was determined and the distribution of that sale price on current unit entitlements, and*
 - (ii) the proposed timetable for the collective sale, including a proposed completion date and the proposed date by which owners will be required to vacate premises forming part of the scheme,*

...

33 Content of strata renewal plan

For the purposes of section 170 (1) (e) of the Act, the following information must be included in a strata renewal plan:

- (a) particulars of any estates or interests (whether registered or unregistered), or any caveats or priority notices, that affect a lot or common property in the scheme to which the plan relates,*
- (b) details of all current unit entitlements,*

(c) a report of an independent valuer that includes details of the market value of the whole building and its site (at its highest and best use) and details of the compensation value of each lot,

...

36 Decision of court

For the purposes of section 182 (1) (g) of the Act, a court must be satisfied that the effects of the strata renewal plan are just and equitable in all the circumstances despite any difference between a valuation contained in the plan and any valuation that accompanied the application for an order to give effect to the plan.

37 Court order and directions

For the purposes of section 183 (1) (f) of the Act, a court order giving effect to a strata renewal plan for a strata scheme may include directions about the time by which any part of the plan must be initiated or completed.

11. The *Land Acquisition (Just Terms Compensation) Act 1991* also provides some guidance, stating, insofar as is relevant, as follows:

55 Relevant matters to be considered in determining amount of compensation

In determining the amount of compensation to which a person is entitled, regard must be had to the following matters only (as assessed in accordance with this Division):

- (a) the market value of the land on the date of its acquisition,*
- (b) any special value of the land to the person on the date of its acquisition,*
- (c) any loss attributable to severance,*
- (d) any loss attributable to disturbance,*
- (e) the disadvantage resulting from relocation,*
- (f) any increase or decrease in the value of any other land of the person at the date of acquisition which adjoins or is severed from the acquired land by reason of the carrying out of, or the proposal to carry out, the public purpose for which the land was acquired.*

56 Market value

- (1) In this Act:*

market value of land at any time means the amount that would have been paid for the land if it had been sold at that time by a willing but not anxious seller to a willing but not anxious buyer, disregarding (for the purpose of determining the amount that would have been paid):

- (a) any increase or decrease in the value of the land caused by the carrying*

out of, or the proposal to carry out, the public purpose for which the land was acquired, and

...

(c) any increase in the value of the land caused by its use in a manner or for a purpose contrary to law.

Case Law - Application by The Owners – Strata Plan No. 61299 [2019] NSWLEC 111

12. This was the first successful application to the LEC under Part 10 of the SSDA for the collective sale of a strata scheme. The subject strata scheme comprised 159 lots. Each lot was ordered by the LEC to be sold to the purchaser in accordance with a Deed of Agreement entered into between the purchaser and the Strata Renewal Committee and the terms of the conditions of sale of each of the lots to be attached to the agreement.
13. This case dealt with, amongst other things, the situation where there was a large disparity between values across the lots and, thereby, the distribution of proceeds in accordance with unit entitlements in accordance with s 171(1) of the SSDA would have seen several lots be underpaid. In the circumstances, Justice Pain decided, at [101]:

“ ...

The original unit entitlement allocation did not reflect the difference in value between the various lots with different uses. The consequence is that either:

- *(a) the highest value lot in a strata scheme needs to set the value for all other lots, so that the distribution by way of unit entitlement will always exceed the compensation value on a per lot basis; or*
- *(b) the requirement of s 171(1) is subordinate to the achievement of an apportionment of the proceeds of sale to each lot that is not less than the compensation value required by s 182(1)(d) when there is a practical conflict between those two sections. Accordingly the unit entitlements (and the consequent share of the proceeds of sale) need to be more equitably distributed in proportion to the value of the lots and the Court will notionally (or actually) re-allocate unit entitlements in the strata scheme to give effect to an otherwise acceptable strata renewal plan”.*

In this case, the first option was not commercially viable. Therefore, the LEC made ancillary orders (pursuant to s 186(1) SSDA), in effect, for the reallocation of unit entitlements under the *Strata Schemes Management Act 2015*.

14. It was noted, at [113] that the distribution of the proceeds of sale apportioned to each lot must not be less than the compensation value of the lot and that the terms of the settlement under the Strata Renewal Plan be just and equitable in the circumstances.

Strata Renewal Plan

15. The Strata Renewal Plan is to be prepared by the Strata Renewal Committee, the contents of which are governed by section 170 of the SSDA.

16. That Plan is then considered at a general meeting of the OC and must receive support of no less than 75% in order to succeed.
17. The Plan then becomes the basis of an application to the LEC (along with supporting documents which are prescribed in s 179 SSDA) for an order to be made for the collective sale of the lots.
18. The process that an OC to follow is set out below.

Summary of steps to be taken

19. Below is a summary of the steps necessary to be taken by the OC in order to commence the Strata Renewal Process:

1. Strata Renewal Proposal to be submitted by any person (including a lot owner or a developer) to the strata committee for consideration (such consideration to be given within 30 days of the proposal being submitted) [SSDA ss 156- 157; SSCR cl 30].
2. General meeting of the OC to be convened (within 30 days of the strata committee meeting [SSDA s 158] and giving the owners a minimum of 14 days' notice) if the strata committee is supportive of the proposal, for the purposes of:
 - (a) considering the Strata Renewal Proposal; and, if decided that it warrants further investigation; and
 - (b) establish a Strata Renewal Committee ("**SRC**") and elect its members [s 160 SSDA].
3. Minutes of the general meeting to be given to all lot owners within 14 days of establishment of the SRC [s 162 SSDA; reg 31 SSCR] and, if the general meeting is supportive of the proposal, the owners are to be given written notice of the establishment of the SRC within 14 days [s 162 SSDA; reg 31 SSCR].
4. The SRC to prepare a Strata Renewal Plan [s 164(1)) SSDA] to be considered by the OC (the details of which are set out in section 170 SSDA).

The OC should be aware that the requirements for the content of the Strata Renewal Plan are very prescriptive and involve the preparation of valuations on two bases:

- (a) the individual lots within the strata scheme; and
- (b) the whole building and its site.

[ss 170-171 SSDA; reg 33 SSCR]

5. The OC is to consider the Strata Renewal Plan at a general meeting (again, notice of which must comply with s 172(2) SSDA and Sch 7, cl 3).

At the general meeting, a special resolution of the OC is required to give the Strata Renewal Plan to the owners for their consideration [s 172(5) SSDA]. This must be done within 14 days of the decision being made [s 173 SSDA].

The Strata Renewal Plan requires at least 75% of non-utility lot owners to support it in order for it to pass. Notice must be given to all non-utility lot owners and the Registrar General of

the OC secretary's receipt of the required level of support within 14 days of such receipt [s 176(2) SSDA].

6. Non-utility owners must send in their support notices and, if at least 75 % of the owners of non-utility lots support the plan, the OC must resolve at a general meeting to apply to the Land and Environment Court ("**LEC**") to have the Strata Renewal Plan made [s 178(1) SSDA].

The application to the LEC must be supported by documents which are prescribed in s 179 SSDA (and reg 35 SSDR). Further, s 178(4) and 179(2) SSDA prescribes who must be served a copy of the application to the LEC (including all owners).

7. The LEC will consider the Strata Renewal Plan and may make orders giving effect to the plan if it is satisfied of certain matters which ultimately leads to the termination of the strata scheme [ss 182-183 SSDA; regs 36-37 SSDR].

The orders of the LEC bind the owners, any purchaser of the scheme and the dissenting owners [s 187 SSDA].

8. Upon obtaining the LEC Order, each lot owner transfers their lot to the purchaser upon payment of the price for the lot.

In terms of the individual lot owners, each lot owner signs an individual contract for the sale of land (their lot) and settles in accordance with that individual contract. The form of the contract is to be the approved Strata Renewal Plan.

The order for sale attaches to the land and thus binds the OC, each registered owner and any registered mortgagee (as well as the purchaser of the land).

9. Upon termination of the strata scheme, the assets of what was formerly the OC are based on the former lot owners' shares in proportion that equal their unit entitlements as tenants in common. The balance of the administrative fund is then distributed to the lot owners in accordance with their respective proportional ownership of the asset.
10. If any lot owner(s) does not comply with the Court order, a trustee is appointed over their lot.

General

20. Part 10 of the SSDA provides the overall framework for the collective sale of lots in a strata scheme.
21. The SSDA is extremely prescriptive on the subject and the relevant cases that have been found in the LEC confirm that the LEC requires each of the steps to be followed precisely.
22. The OC can proceed with a collective sale of the lots and common property if it receives from any person a Strata Renewal Proposal and, ultimately, agrees on a Strata Renewal Plan. The process is very complex and must be strictly adhered to.
23. If you have any questions, please contact us.

Yours faithfully

A handwritten signature in dark ink, appearing to be 'DE', is positioned below the closing 'Yours faithfully'.

David Edwards
Accredited Specialist Commercial Litigation
Partner
DEA Lawyers
e: david.edwards@dealawyers.com.au



ENVIRONET
CONSULTANCY PTY LTD

**PLANNING, BUILDING &
ENVIRONMENTAL CONSULTANTS**

SITE DEVELOPMENT REVIEW

2-10 MORLEY STREET SUTHERLAND – SP85881



PREPARED BY ENVIRONET CONSULTANCY PTY LTD

12 September 2021

Report No. 125/21-PR

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1.0 INTRODUCTION

The subject property known as 2-10 Morley street Sutherland comprises a part 4 and part 5 storey residential apartment complex comprising 62 residential apartments erected circa 2012 pursuant to Development consent DA 05/0206 granted by Sutherland Shire Council on 3 March 2006.

Whilst the existing apartment complex was constructed to such development consent the applicable planning scheme which applied at the time was known as Sutherland Shire Local Environmental Plan 2006 (SLEP2006). The aforementioned LEP has since been superseded by the Sutherland Shire Local Environmental Plan 2015 (SSLEP2015) and is the current applicable council planning scheme applying to the land.

On 14th December 2020 Council resolved to support the exhibition of a planning proposal to amend the Sutherland Shire Local Environmental Plan 2015 (SSLEP2015). Such planning proposal is referred to as the “SSLEP2015 – Refresh”- [Stage1].

Within the context of such planning proposal the proprietors of SP85881 have recently approached Environet Consultancy to review the extent to which the SSLEP2015 – “Refresh” planning proposal will impact upon current R4 High Density Residential zone applicable to the subject property and in particular, regarding development potential and yield.

1.1 OBJECTIVE

The objective of this report is outlined as follows;

1. Identify the current planning controls relating to the existing residential development situated upon the land.
2. Identify the extent to which the SSLEP2015 – “Refresh” planning proposal seeks to change the current R4 High Density Residential zone and or applicable controls associated with such zoning.
3. Identify the extent to which the site is maximised in terms of development potential for residential use compared to what currently exists on site.

1.2 REFERENCE DOCUMENTS:

In preparing this report the following legislation, reports and documents have been relied upon.

- Sutherland Shire Local Environmental Plan 2006
- Sutherland Shire Development Control Plan 2006
- Sutherland Shire Local Environmental Plan 2015 (SSLEP2015)
- Environmental Planning & Assessment Act 1979
- Draft Sutherland Local Environmental Plan 2015 (SSLEP2015)-Refresh
- Business paper- Shire Strategic Planning Committee dated 30.11.2020
- Minutes - Shire Strategic Planning Committee dated 30.11.2020
- Sutherland Shire Local Strategic Planning Statement (LSPS) – 15.9.2020
- Sutherland Shire Council Planning Certificate – Section 10.7(2)(5) dated 11.8.2021
- DA modification request document prepared by Smith & Tzannes dated 15.03.11 and associated s96 application plans.

1.3 SITE AND CONTEXT

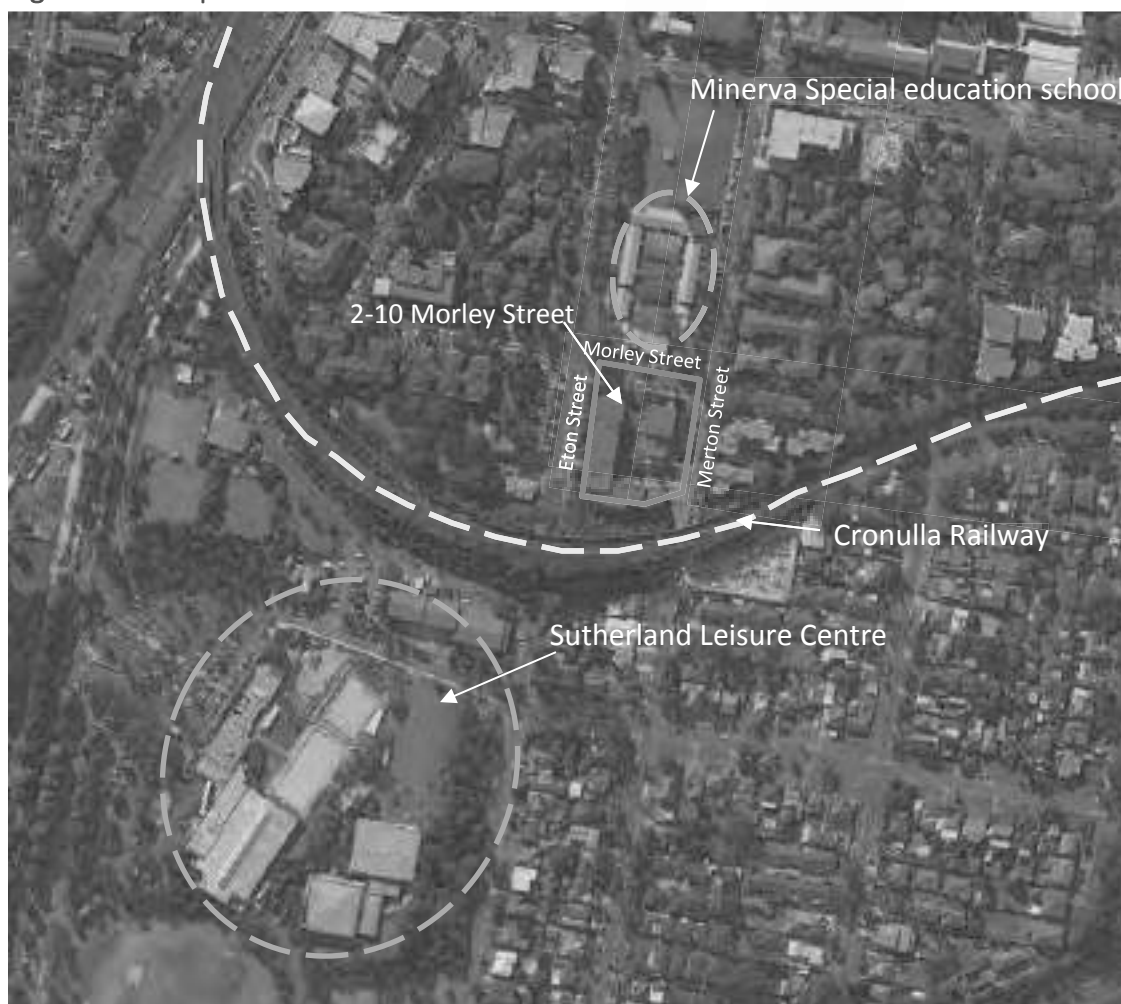
The subject property is known as 2-10 Morley Street Sutherland and has direct street frontage to, Morley, Merton and Eton Street and comprises an area of approximately 5228.8m². The land is located within the Sutherland Shire Council local government area and approximately 15m from the Cronulla railway corridor that links Kirrawee and Sutherland train stations.

Due to the topography of the land and alignment with the rail corridor, the fall of the land from Eton street to Merton street is such that, Eton street forms a cul- de -sac whereas Merton street continues under the rail line.

The site is primarily surrounded by residential development with the exception of Minerva special education school located directly opposite the Morley street frontage. Sutherland Leisure Centre is also located approximately 150m on the opposite side of the rail corridor that bounds the southern perimeter of the subject property.

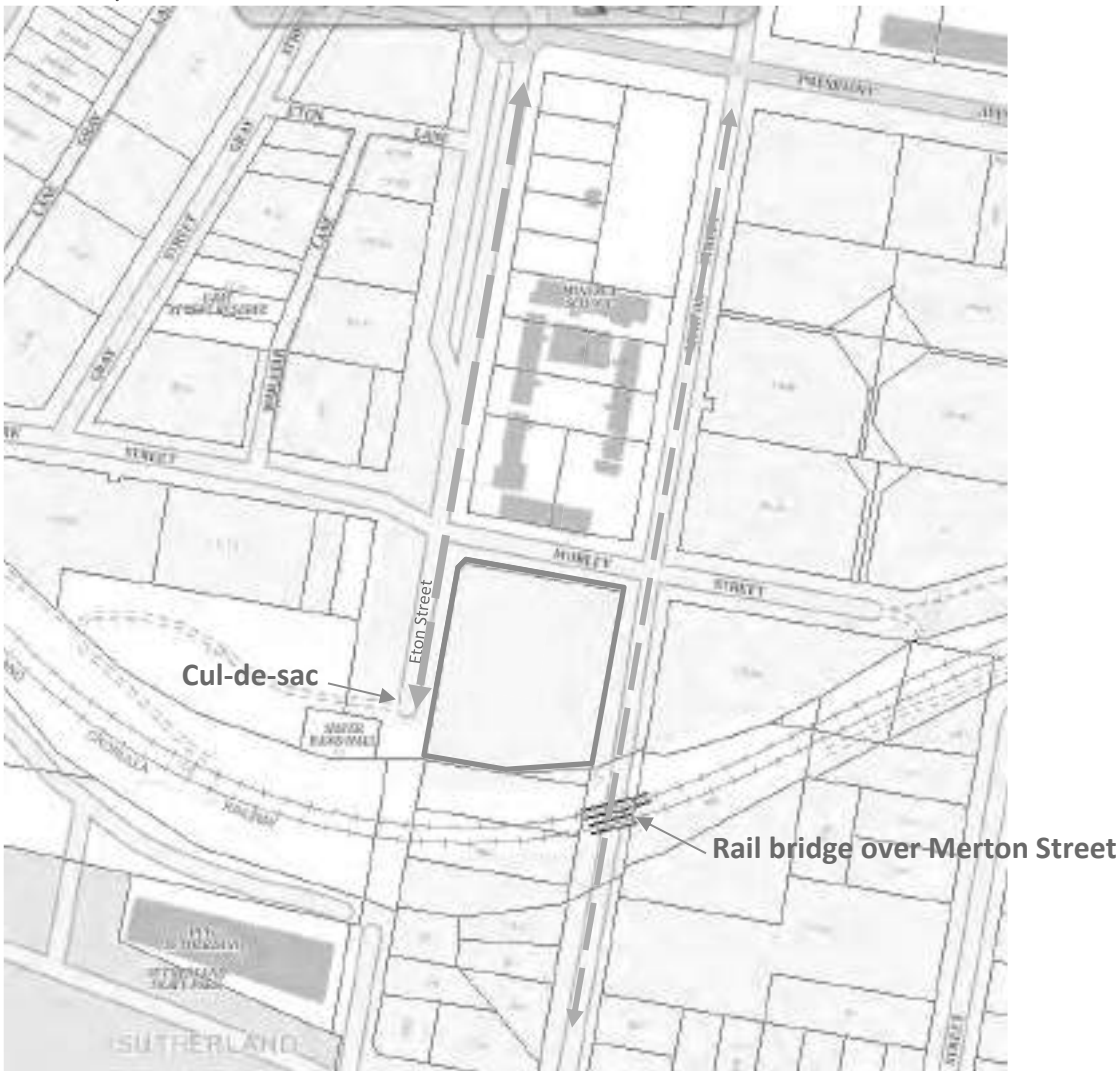
The existing residential complex comprises 58 x 2 bedroom apartments + 4 x 3 bedroom apartments and 91 basement car parking spaces and is strata subdivide pursuant to SP85881.

Figure-1 Aerial photo of current site



SITE LOCATION AND CONTEXT MAP – Source Spatial Informaiton exchange (six Maps)

Figure-2 Aerial photo of current site showing site boundaries & street confogeraition around perimiter of site



SITE PLAN– Source Spatial Informaiton exchange (six Maps)

2.0 RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS (DCP'S) THAT APPLY TO THE CARRYING OUT OF DEVELOPMENT ON THE LAND:

- Sutherland Shire Local Environmental Plan 2015
- Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Affordable Rental Housing) 2009
- SEPP (Educational Establishments & Child Care Facilities) 2017
- SEPP (Infrastructure) 2007
- SEPP (Mining, Petroleum & Extractive Industries) 2007
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP No.19 - Bushland in Urban Areas
- SEPP No.21 - Caravan Parks
- SEPP No.33 - Hazardous and Offensive Development
- SEPP No.50 - Canal Estate Development
- SEPP No.55 - Remediation of Land
- SEPP No.64 - Advertising and Signage
- SEPP No.65 - Design Quality of Residential Apartment Development
- SEPP No.70 - Affordable Housing (Revised Schemes)
- SEPP (State and Regional Development) 2011
- SEPP (State Significant Precincts) 2005
- SEPP (Vegetation in Non-Rural Areas) 2017
- SEPP (Concurrences and Consents) 2018
- SEPP (Primary Production and Rural Development) 2019

THE FOLLOWING DRAFT STATE ENVIRONMENTAL PLANNING POLICIES (SEPP) APPLY:

- Amendments to SEPP (Infrastructure) 2007,
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007,
- SEPP (Housing for Seniors or People with a Disability) 2004,
- SEPP (State Significant Precincts) 2005,
- SEPP (Exempt and Complying Development Codes) 2008,
- SEPP (Educational Establishments and Child Care Facilities) 2017,

NEW DRAFT POLICIES

- SEPP Environment,
- SEPP Short-term Rental Accommodation,
- SEPP (Housing) 2021 and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).
- Draft SSLEP2015 Refresh Planning Proposal applies to the land-The amendment proposes to align the Sutherland Shire Local Environmental Plan 2015 with Council's adopted Sutherland Shire Local Strategic Planning Statement, and make other minor amendments to improve the operation of the plan or address site specific issues. The Planning Proposal is scheduled for exhibition in June 2021. This Planning Proposal applies to all land in the Sutherland Shire.

3.0 ZONING AND LAND USE APPLICABLE TO THE LAND UNDER THE SUTHERLAND SHIRE LOCAL ENVIRONMENTAL PLAN 2015

The subject site is zoned - Zone R4 High Density Residential under the SSLEP2015

- | | | |
|-----|----------------------------|---|
| 3.1 | Permitted without consent: | Home occupations |
| 3.2 | Permitted with consent: | Attached dwellings; Backpackers’ accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; <u>Residential flat buildings</u> ; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; |
| 3.3 | Prohibited: | Pond-based aquaculture; Tank-based aquaculture; Any development not specified item (3.1) or (3.2) |

NOTE: The SSLEP Refresh – [Stage 1] planning proposal does not identify any proposal to change the existing R4 High Density Residential zone applicable to the subject property.




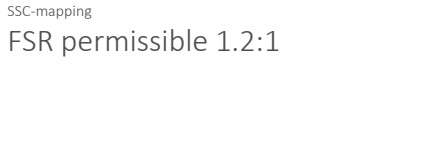


4.0 OTHER RELEVANT PLANNING MATTERS RELEVANT TO THE SUBJECT LAND

- | | | |
|------|---------------------------------------|---|
| 4.1 | Critical habitat: | The land does not include or comprise any critical habitat |
| 4.2 | Conservation area: | The land is not identified as a conservation area |
| 4.3 | Environmental heritage: | There is no item of environmental heritage situated on the proper |
| 4.4 | Flood Planning: | The land is not within a flood planning area or subject to flood related development controls |
| 4.5 | Land reserved for acquisition: | The environmental planning instruments or proposed environmental planning instruments referred to in clause 1 do not makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act. |
| 4.6 | Mine subsidence: | The land is not proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017. |
| 4.7 | Road widening: | <p>The land is not affected by a road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.</p> <p>The land is not affected by any road widening or road realignment under any environmental planning instrument.</p> <p>The land is not affected by any road widening or road realignment under any resolution of the Council.</p> |
| 4.8 | Hazard risk: | <p>The land is not affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk.</p> <p>The land is not affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk.</p> |
| 4.9 | Contribution Plans: | The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, |
| 4.10 | Biodiversity stewardship: | The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). |





- | | |
|--|---|
| 4.11 Native vegetation: | The land does not contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section). |
| 4.12 Bushfire prone land: | The land is not land bush fire prone |
| 4.13 Property Vegetation Plans: | Council has not been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to the land. |
| 4.14 Orders Under Trees (Disputes Between Neighbours) Act 2006 | There is no direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect |
| 4.15 Site compatibility certificates and conditions for seniors housing: | There is no current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land. |
| 4.16 Directions under Part 3A: | There is no direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect. |
| 4.17 Site compatibility certificates and conditions for affordable rental housing | There is no current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land. |




5.0 COMPARISON BETWEEN APPLICABLE CONTROLS APPLYING TO 2-10 MORLEY STREET SUTHERLAND PURSUANT TO - (SSLEP-2006), (SSLEP-2015) & (DRAFT SSLEP-2015 REFRESH).

<u>(SSLEP-2006),</u>	<u>(SSLEP-2015)</u>	<u>DRAFT SSLEP-2015 REFRESH</u> <u>[STAGE-1]</u>
Applicable Zoning Zone 6 - Multiple Dwelling B	Applicable Zoning Zone R4 High Density Residential	Applicable Zoning R4 High Density Residential
<u>Permitted with consent:</u> <ul style="list-style-type: none"> ➤ backpackers' accommodation, boarding houses, ➤ childcare centres, ➤ community facilities, ➤ dwelling houses, ➤ places of public worship, ➤ recreation areas, ➤ residential flat buildings, residential medical practices, roads, ➤ seniors housing, ➤ tennis courts (private), townhouses, ➤ utility installations (except for gas holders or generating works), ➤ villa houses. 	<u>Permitted with consent:</u> <ul style="list-style-type: none"> ➤ Attached dwellings; ➤ Backpackers' accommodation; ➤ Bed and breakfast accommodation; ➤ Boarding houses; ➤ Centre-based child care facilities; Community facilities; ➤ Dual occupancies; ➤ Dwelling houses; ➤ Environmental protection works; ➤ Flood mitigation works; ➤ Home businesses; ➤ Home industries; ➤ Hostels; ➤ Multi dwelling housing; ➤ Neighbourhood shops; ➤ Oyster aquaculture; ➤ Places of public worship; ➤ Recreation areas; ➤ Residential flat buildings; ➤ Respite day care centres; ➤ Roads; ➤ Semi-detached dwellings; ➤ Seniors housing; ➤ Shop top housing <p>Blue highlighted uses represent additional uses permissible upon the land under Zone R4 compared to that permissible under the previous Zone 6 Multi dwelling B zone.</p>	<u>Permitted with consent:</u> <ul style="list-style-type: none"> ➤ Attached dwellings; ➤ Backpackers' accommodation; ➤ Bed and breakfast accommodation; ➤ Boarding houses; ➤ Centre-based child care facilities; Community facilities; ➤ Dual occupancies; ➤ Dwelling houses; ➤ Environmental protection works; ➤ Flood mitigation works; ➤ Home businesses; ➤ Home industries; ➤ Hostels; ➤ Multi dwelling housing; ➤ Neighbourhood shops; ➤ Oyster aquaculture; ➤ Places of public worship; ➤ Recreation areas; ➤ Residential flat buildings; ➤ Respite day care centres; ➤ Roads; ➤ Semi-detached dwellings; ➤ Seniors housing; ➤ Shop top housing <p>(No changes proposed)</p>

(SSLEP-2006),	(SSLEP-2015)	DRAFT SSLEP-2015 REFRESH [STAGE-1]
<p>Maximum floor space permitted Clause 35 (SSLEP2006)</p> <p>= <u>FSR of 1.2:1</u></p> 	<p>Maximum floor space permitted Clause 4.4 (2A)(e)(SSLEP2015)</p> <p>= <u>FSR of 1.5:1</u></p> 	<p>Maximum floor space permitted Clause 4.4 (2A)(e)(SSLEP2015-refresh)</p> <p>= FSR of 1.5:1</p> 
<p>SSC-mapping</p>  <p>FSR permissible 1.2:1</p>	<p>SSC-mapping</p>  <p>Max FSR 1.5:1</p>	<p>SSC-mapping</p>  <p>Max FSR 1.5:1</p>
	<p>Based upon a site area of 5288.8m² the gross floor area achievable under the current SSLEP2015 is 7933.2m². On the basis that the existing FSR is 1.14:1 as indicated in the DA modification request document prepared by Smith & Tzannes dated 15.03.11, the change between (SSLEP2006) & (SSLEP2015) results in 1904.2m² available residual FSR which can be further developed. This suggests that approximately an additional 21 units could be accommodated on the site, in addition to that which presently exists, on the basis of 90m² for a 2 bedroom apartment.</p>	

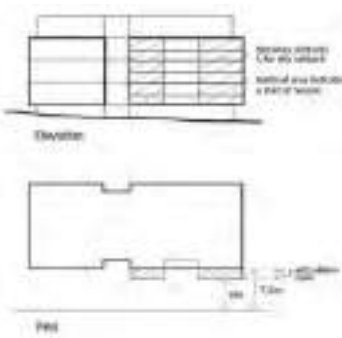
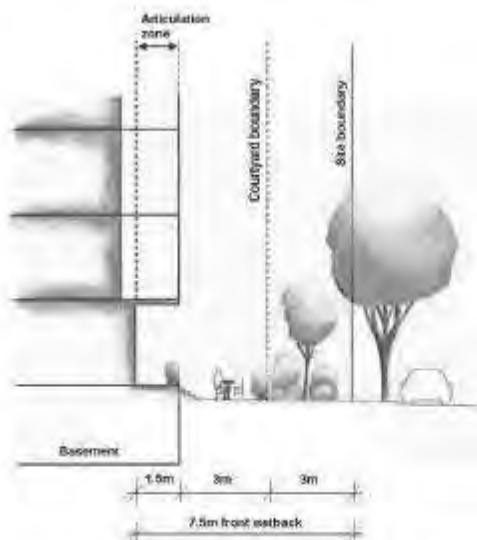
<u>(SSLEP-2006),</u>	<u>(SSLEP-2015)</u>	<u>DRAFT SSLEP-2015 REFRESH</u> <u>[STAGE-1]</u>
<p>Maximum building height:</p> <p>Clause 33 (SSLEP2006) – 5 storeys.</p>	<p>Maximum building height:</p> <p>Clause 4.3 (SSLEP2015)= 20m</p> <p>The 20m maximum height permissible under SSLEP2015 could potentially enable a 6 storey development.</p>	<p>Maximum building height:</p> <p>Clause 4.3 (SSLEP2015 Refresh)= 20m</p> <p>The 20m maximum height permissible under SSLEP2015-refresh could potentially enable a 6 storey development.</p>
 <p>SSC-mapping</p>  <p>Building height controls under the former SSDCP2006 - set out the street scape building height configuration required to be satisfied which ranged from 5 storeys to 3 storeys (refer to Map 9.4 above).</p>	 <p>SSC-mapping</p> 	 <p>SSC-mapping</p> 

<u>(SSLEP-2006),</u>	<u>(SSLEP-2015)</u>	<u>DRAFT SSLEP-2015 REFRESH</u> <u>[STAGE-1]</u>
<p>Landscape area</p> <p>Clause 36 (h) SSLEP2006 Development for the purpose of a residential flat buildings on any land in Zone 6—Multiple Dwelling B = requires 40%.</p>	<p>Landscape area</p> <p>Clause 6.14 (SSLEP2015) The current landscape requirements under the SSLEP2015 is 30%.</p>  <p>Landscape map SSLEP2015</p>	<p>Landscape area</p> <p>Clause 6.14 (SSLEP2015-Refresh) The current landscape requirements under the SSLEP2015 – refresh is 30%.</p>  <p>Landscape map SSLEP2015-Refresh</p>
<p>Flooding</p> <p>Clause 20 - SSLEP2006 The subject site is not identified on councils flood planning map as being subject to flooding.</p>  <p>Flood map - SSLEP2006</p>	<p>Flooding</p> <p>Clause 5.12-SSLEP2015 The subject site is not identified on councils flood planning map as being subject to flooding.</p>  <p>Flood map - SSLEP2015</p>	<p>Flooding</p> <p>Clause 5.12-SSLEP2015-Refresh The subject site is not identified on councils flood planning map as being subject to flooding.</p>  <p>Flood map - SSLEP2015-Refresh</p>

<u>(SSLEP-2006)</u>	<u>(SSLEP-2015)</u>	<u>DRAFT SSLEP-2015 REFRESH</u> <u>[STAGE-1]</u>
<p>Heritage Clause 77 (SSLEP2006) Not previously identified on heritage map under the SSLEP2006.</p>  <p>Heritage map SSLEP2006</p>	<p>Heritage Clause 5.10-(SSLEP2015)The subject site is not identified on councils heritage map as containing any heritage item.</p>  <p>Heritage map SSLEP2015</p>	<p>Heritage Clause 5.10-(SSLEP2015-Refresh)The subject land is not identified on councils heritage map as containing any heritage item.</p>  <p>Heritage map SSLEP2015-Refresh</p>

6.0 SUTHERLAND SHIRE DEVELOPMENT CONTROL PLAN 2015 [SSDCP-2015] CONTROLS RELEVANT TO THE LAND AND R4 HIGH DENSITY RESIDENTIAL ZONE

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<p>STREETSCAPE AND BUILDING FORM - CONTROLS</p> <p>Lots must be of sufficient width to accommodate development. A site of minimum frontage width of 26m is appropriate for residential flat development. Where development of a narrower site is proposed the development must:</p> <ol style="list-style-type: none"> Provide safe and efficient access and servicing facilities - particularly in relation to parking, pedestrian and vehicle access, collection and storage of waste; Provide a high standard of resident amenity- particularly in relation to privacy, solar access, ventilation, and the provision of outlooks to landscaped setbacks; Respond to the local context, including providing adequate separation from existing and future adjoining development. <p>Development sites with site frontage width less than 26m may not allow for the full FSR to be realised.</p>	<p>No changes identified to SSDCP-2015</p>
<p>STREET SET BACK - CONTROLS</p> <ol style="list-style-type: none"> A minimum 7.5m setback from the primary and secondary street frontages is required for all development, unless an alternative street setback is specified in a locality strategy. Where a development has a street setback of 7.5m or greater, building elements may encroach 1.5m into the front setback for a maximum of one third of the area of the façade, forming an articulation zone. Built form encroachments into the articulation zone can include open structure elements such as balconies and hoods, as well as elements which contribute to floor space ratio such as bay windows. <p>Built form encroachments into the articulation zone must not include:</p> <ul style="list-style-type: none"> Garages, or Lift shafts. <p>Built form encroachments into the articulation zone must improve the design quality of the development with good façade articulation.</p>	<p>No changes identified to SSDCP-2015</p>

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
 <p>Basement underground car parks may be allowed within the articulation zone of the street setback, provided the structure is considered in conjunction with the overall landscape design.</p> <p>Where private courtyards are located in the front setback, their design must not compromise the potential for large scale indigenous trees that will complement the scale of the building. The large trees are to be planted in areas of common property adjacent to the street where they will not be in conflict with built elements as they mature. Privacy to courtyards is to be achieved through the use of open form fencing and vegetation.</p> <p>5. At grade car parking must not be located within the setback area to a primary street.</p>  <p><i>Figure 2: Section through front setback of residential flat building</i></p>	<p>No changes identified to SSDCP-2015</p>
<p>SIDE AND REAR SETBACKS - CONTROLS</p> <ol style="list-style-type: none"> 1. Side and rear setbacks must result in a development that: <ol style="list-style-type: none"> a. Provides resident amenity- including privacy, solar access, ventilation, and landscaped setbacks; 	<p>No changes identified to SSDCP-2015</p>

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<ul style="list-style-type: none"> b. Responds to the local context and provides streetscape amenity, including providing adequate separation from existing and future adjoining development; c. Does not prevent a neighbouring site from achieving its full development potential d. Has architectural merit. <p>2. Walls are to be articulated to prevent continuous linear walls and promote variation and interest to setback areas and these walls.</p> <p>3. That part of a basement construction which extends beyond the building footprint must be set back a minimum of 3m from side and/or rear boundaries.</p> <p>4. Variations to basement construction side boundary setback control may be considered if:</p> <ul style="list-style-type: none"> a. The basement construction does not protrude from the natural ground level, so potential overlooking of the neighbouring property is not increased by the development. b. Opportunities for the planting of trees are provided in the setback area. 	
<p>LANDSCAPE DESIGN - CONTROLS</p> <ul style="list-style-type: none"> 1. The landscape design must include indigenous canopy trees that will achieve a minimum of 8 metres height at maturity within suitable setback areas. Where setbacks allow, the trees must be planted more than 3 metres from adjoining structures. 2. Where there are continuous overhead power lines, a minimum of 1 indigenous canopy street tree that will attain a maximum height of 4m, must be planted at a maximum spacing of 7.5m, at a minimum distance of 1 metre from the kerb and/or footpath, and or masonry fence or retaining wall. Street trees must be selected from the Council's technical specifications and Native Plan Selector available on Council's website 3. Where there are no continuous overhead power lines, a minimum of 1 indigenous canopy street tree that will attain a minimum mature height of 6m must be planted at maximum spacing of 5m, planted at least 1m from the kerb and/or footpath and/or masonry fence or retaining wall. Informal clumping of trees is encouraged. Street trees must be selected from Council's technical specifications and Native 	<p>No changes identified to SSDCP-2015</p>

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<p>Plant Selector available on Council’s website. Turf must also be planted.</p> <ol style="list-style-type: none"> 4. A minimum rear boundary indigenous tree planting rate is set at 2 trees for every 15m of linear boundary. All indigenous tree species must be selected from the Native Plant Selector available on Council’s website. 5. The landscape design should achieve opportunities for deep soil landscape planting between buildings that provide a deep soil separation of more than 3m between trees and structures. Planting beds should be a minimum of 900mm wide to support shrubs and small trees. 6. Existing canopy trees in good health in the front and rear setback must be retained. 7. Landscaping in the vicinity of a driveway entrance should not obstruct visibility for the safe ingress and egress of vehicles and pedestrians. 8. Ground floor courtyards must not extend into the 3m landscape strip along the frontage of development. 9. Landscaping and design should be employed to create privacy for residents. 10. Any privacy fencing must be appropriately landscaped with screen planting. 11. Communal open space should have a minimum area equal to 25% of the site for residential flat buildings with a floor space ratio of 2:1 or greater. Where residential flat buildings have a floor space ratio of less than 2:1, 100 m² of communal open space is required. 12. Communal open space should have a minimum dimension of 3m, and larger developments should consider greater dimensions. This space must incorporate shelter, furniture and facilities suitable for outdoors, and if provided at ground level, include canopy trees. Communal open space on roof tops should be designed to optimise privacy for occupants and adjoining residents. 13. Planting is required on that part of a basement which extends beyond the building footprint. Planting in this area is to have sufficient soil depth to support the species selected and should constitute a minimum of 30% of the area of the exposed basement. This planting is intended: <ol style="list-style-type: none"> a. to offset the potential for excessive paved areas; b. to provide residents with attractive outlooks from dwellings, and c. to assist in the creation of privacy between dwellings, and between dwellings and common areas. 	

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<p>BUILDING LAYOUT AND PRIVATE OPEN SPACE – CONTROLS</p> <ol style="list-style-type: none"> 1. Suitable clothes drying facilities shall be provided which are not visible from a public place and have access to sunlight. 2. Access to all levels of the development, including the basement, must be made available by a lift in order to facilitate access by people with disabilities. 	No changes identified to SSDCP-2015
<p>SOLAR ACCESS - CONTROLS</p> <p>New buildings and additions shall be sited and designed to maximise direct sunlight to north-facing living areas, communal and private open space areas.</p> <ol style="list-style-type: none"> 2. Living rooms and private open spaces for at least 70% of residential units in a development should receive a minimum of 2 hours direct sunlight between 9am and 3pm in midwinter. 3. New development is to be designed to ensure direct daylight access to communal open space between March and September and provide appropriate shading in summer. 4. Skylights and light wells must not be used as the primary source of daylight in habitable rooms. 	No changes identified to SSDCP-2015
<p>VISUAL AND ACOUSTIC PRIVACY – CONTROLS</p> <ol style="list-style-type: none"> 1. Locate, orientate and design new development to maximise the provision of visual privacy. 2. Use detailed site and building design elements to increase visual privacy without compromising access to light and air. 3. Minimise the potential for overlooking of adjacent school yards through the careful orientation of balconies and windows, coupled with screening devices. 4. All noise generating equipment such as mechanical plant or equipment, air conditioning units, swimming pool filters, fixed vacuum systems, mechanical ventilation from carparks, driveway entry shutters, and garbage collection areas or similar must be designed to protect the acoustic privacy of residents and neighbours. All such noise generating equipment must be acoustically screened. The noise level generated by any equipment must not exceed an LAeq (15min) of 5dB(A) above background noise at the property boundary. 	No changes identified to SSDCP-2015

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<p>5. Residential development adjacent to a rail corridor or a busy road as identified on the Road and Rail Noise Buffer Map should be sited and designed to include noise and vibration attenuation measures to minimise noise and vibration impacts. Refer to State Environmental Planning Policy (Infrastructure) 2007 and the NSW Department of Planning's Development near Rail Corridors and Busy Roads – Interim Guidelines.</p>	
<p>ADAPTABLE AND LIVABLE HOUSING - CONTROLS</p> <p>1. All new residential flat buildings must provide dwellings designed in accordance with the Australian Adaptable Housing Standard (AS4299) to Class C Certification at the following rates:</p> <ul style="list-style-type: none"> • Development containing 3- 5 dwellings – none. • Developments of 6 or more dwellings – 20% adaptable. <p>2. When the calculations for the number of dwellings results in a fraction, numbers $\leq .5$ should be rounded down.</p> <p>3. Variations will be considered where it can be demonstrated that site conditions would preclude achieving the controls.</p> <p>4. An applicant will need to demonstrate compliance with the adaptable housing provisions. This may include a report prepared by an appropriately qualified person submitted with the development application, specifying how the proposal has addressed the requirements in this chapter, the relevant Australian Standards (e.g., Australia Standard 1428 – Design for access and mobility) and the National Construction Code.</p> <p>5. The design of adaptable dwellings must be integrated into the development with the use of consistent materials and finishes.</p> <p>CONTROLS FOR LIVABLE HOUSING - CONTROLS</p> <p>1. In addition to complying with the adaptable housing rates in clause 1 above, all new residential flat buildings must provide 'livable dwellings (i.e., dwellings designed to Silver Standard <i>Livable Housing Design Guidelines</i>) at the following rates:</p> <ul style="list-style-type: none"> • Developments containing 3- 5 dwellings – 1 dwelling. • Developments of 6 or more dwellings –10% of dwellings. <p>2. When the calculations for the number of dwellings results in a fraction, numbers $\leq .5$ should be rounded down.</p>	<p>No changes identified to SSDCP-2015</p> <p>No changes identified to SSDCP-2015</p>

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<p>3. Dwellings provided in accordance with Clause 1 must incorporate the following <i>Livable Housing Design Guidelines</i>:</p> <ul style="list-style-type: none"> • An accessible continuous path of travel from the street entrance and/or parking area to dwelling entrance. • At least one level entrance into the dwelling. • Internal doors and corridors width that facilitate comfortable and unimpeded movement between spaces. • A toilet on the ground (or entry) level that provides easy access. • Reinforced walls around the toilet, shower and bath to support the safe installation of grab rails at a later date. • A continuous handrail on one side of any stairway where there is a rise of more than one metre. <p>4. On-site car parking spaces shall be in accordance with Australian Standard – AS 2890.1 (as amended) and Australian Standard – AS 2890.6.</p> <p>5. Where proposed, all ‘livable’ dwellings must be clearly identified on the submitted DA plans.</p> <p>6. Variations to (1) will only be considered where it can be demonstrated that site conditions would preclude achieving the controls.</p>	
<p>SAFETY AND SECURITY - CONTROLS</p> <p>1. The design of development is to incorporate <i>Crime Prevention Through Environmental Design (CPTD)</i> principles.</p> <p>2. Development is to be designed to incorporate and/or enhance opportunities for effective natural surveillance by providing clear sight lines between public and private places, installation of effective lighting, and the appropriate landscaping of public areas.</p> <p>3. Balcony balustrades should respond to the location, being designed to allow views and passive surveillance of the street while maintaining visual privacy and allowing for a range of uses on the balcony.</p> <p>4. Driveways and fencing must provide adequate sight distance for the safety of pedestrians using the footpath area.</p>	<p>No changes identified to SSDCP-2015</p>

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]				
<p>PARKING – CONTROLS</p> <p>1. Car parking shall be provided in accordance with the following table:</p> <table border="1" data-bbox="151 450 943 593"> <thead> <tr> <th>Zone</th><th>Requirements</th></tr> </thead> <tbody> <tr> <td>Residential Flat Building In Zone R4</td><td>A minimum of 1 space per 1 bed, 1.5 spaces per 2 bed, 2 spaces per 3 bed, Plus 1 visitor space per 4 units. *Maximum: up to 3 car spaces per unit</td></tr> </tbody> </table> <p>*Where more than the minimum parking spaces are proposed per dwelling, the additional space/s will only be considered to meet Council's requirements for parking, and be excluded from the calculation of gross floor area, if it is provided within a basement and meets the objectives and controls for basement specified in Streetscape and Building Form.</p> <p>Maximum parking rates in a basement meet Council's requirement for parking, and as such are not included in the calculation of gross floor area.</p> <ol style="list-style-type: none"> Where the car parking requirement is expressed as a minimum number of spaces the development shall not provide less spaces than that minimum. Where the development proposal raises unique traffic and parking issues, or where development is identified as Traffic Generating Development, then a Traffic Report shall be completed. When the calculations for the number of parking spaces results in a part or fraction of a parking space of 0.5 or greater for the whole development, then the actual number shall be rounded up. For example 1.5 spaces shall be rounded up to 2 spaces for the whole development. Where a development is identified as Traffic Generating Development then the parking requirement specified in the RTA Guide to Traffic Generating Development shall apply. Developments with 10 or more dwelling require one designated carwash bay with minimum dimensions of 3m x 7.6m. Additional carwash bays are required in development in excess of 30 dwellings at a rate of 1 per 20 dwellings. Where a development is on the lower side of the roadway or where basement car parking is proposed, the driveway is to be a maximum grade of 5% for 3 metres immediately inside the boundary to ensure driver visibility. The minimum vehicular crossing and driveway width for a combined vehicular crossing (entry/exit) is 5.5m and 4m for 	Zone	Requirements	Residential Flat Building In Zone R4	A minimum of 1 space per 1 bed, 1.5 spaces per 2 bed, 2 spaces per 3 bed, Plus 1 visitor space per 4 units. *Maximum: up to 3 car spaces per unit	<p>No changes identified to SSDCP-2015</p>
Zone	Requirements				
Residential Flat Building In Zone R4	A minimum of 1 space per 1 bed, 1.5 spaces per 2 bed, 2 spaces per 3 bed, Plus 1 visitor space per 4 units. *Maximum: up to 3 car spaces per unit				

SSDCP-2015	SSDCP-2015- REFRESH [STAGE-1]
<p>a separate vehicular crossing with a minimum spacing between driveways of 3m.</p> <p>9. The design of the all vehicle access ways shall enable all vehicles to enter and leave the site in a forward direction. Turning areas shall be provided to enable a maximum 3-point turn to achieve this egress.</p> <p>10. Car parking areas must be designed to minimise headlight glare onto the windows of dwellings within the site or neighbouring properties.</p> <p>11. As a minimum, developments must provide 1 bicycle space per 10 car parking spaces for the first 200 car spaces, plus 1 space per 20 car parking spaces thereafter.</p> <p>12. Bicycle parking facilities are to be installed in accordance with Australian Standard AS2890.3 – Bicycle Parking Facilities (as amended), Austroad’s Guide to Traffic Engineering Practice – Part 14 Bicycles and the Austroads Bicycle Parking Facilities: Guidelines for Design and Installation (AP-R527-16).</p> <p>13. Bicycle parking facilities must address the following design principles:</p> <ul style="list-style-type: none"> a. Accommodate all usual types of bicycles such that damage to them is minimised during storage and retrieval. b. Not pose a hazard to bicycle users, pedestrians or motorists. c. Be well lit, safe and secure, easy to access and use. d. Cater for the different needs of residents, employees and visitors to the development. e. Be located in convenient and accessible locations within the development that allow for good passive surveillance; such as near key building entrances, the lobby and the lift core. f. When located within a car park, preferably be situated at street level and in a manner that provides the most direct, safe and convenient access while minimising conflict with vehicles and pedestrians. g. Where a bicycle parking and storage facility cannot be located at street level, it must be located no more than one level above or below street level. Access to street level entry and exits must be direct, safe and minimise potential conflicts with vehicles. 	<p>No changes identified to SSDCP-2015</p>

7.0 SUTHERLAND SHIRE LOCAL ENVIRONMENTAL PLAN 2015 REFRESH.

At its meeting of 9 December 2019 Sutherland shire Council resolved to pursue a 2 staged approach to updating the current SSLEP2015 to align with the Local Strategic Planning Statement (LSPS), and to address minor uncontroversial planning matters.

The Local Strategic Planning Statement sets out a 20 year vision for how the local planning framework will respond to the priorities set out in the community Strategic Plan and the South District plan. The south district plan requires that Council update the Local Environment Plan (LEP) to reflect the LSPS and the rest of the Strategic Planning Framework .

Stage 1 (a 'refresh' of SSLEP2015) has included actions to give effect to the Green Grid and align with plans for the ANSTO campus, and includes a minor changes to improve the operation of SSLEP2015.

On 14th December 2020 Council resolved to support the exhibition of a planning proposal – with public consultation period associated with Stage 1 being extended 1 June to 28 July 2021.

Major planning matters requiring strategic policy decisions such as housing, employment and centre precinct plans will be included in Stage 2.

Stage 1 (refresh) SSLEP2015 does not impact upon existing planning controls associated with the current R4 –“High Density Residential” zones.

The extent to which any changes are likely to arise in respect of the R4 –“High Density Residential zone when council ultimately progresses with stage 2 of the planning proposal is not known or able to be anticipated at this stage.

However, as community consultation will form part of the process when council resolves to progress with stage 2 of the planning proposal, this will provide the proprietors of SP85881 further opportunities to provide comments and input regarding their preferred strategic planning outcomes in respect of the subject property for councils consideration.

8.0 SUMMARY OF FINDINGS

Description	Existing SSLEP2015 Requirements	Impacted by SSLEP2015-Refresh [Stage- 1]
zone	R4 High Density Residential zone	No
FSR:	<p>1.5:1</p> <p>Note: The existing apartment complex which was approved pursuant to SSLEP2006 only permitted a maximum FSR of 1.2:1.</p> <p>The existing FSR associated with the existing complex appears to be 1.14:1. If this is correct there is approximately 1904.2m² available residual FSR which can be further developed.</p>	No
Building height:	20m	No
Landscaped area	30%	No
Permitted uses	<ul style="list-style-type: none"> ➤ Attached dwellings; ➤ Backpackers' accommodation; ➤ Bed and breakfast accommodation; ➤ Boarding houses; ➤ Centre-based child care facilities; Community facilities; ➤ Dual occupancies; ➤ Dwelling houses; ➤ Environmental protection works; ➤ Flood mitigation works; ➤ Home businesses; ➤ Home industries; ➤ Hostels; ➤ Multi dwelling housing; ➤ Neighbourhood shops; ➤ Oyster aquaculture; ➤ Places of public worship; ➤ Recreation areas; ➤ Residential flat buildings; ➤ Respite day care centres; ➤ Roads; ➤ Semi-detached dwellings; ➤ Seniors housing; Shop top housing 	No

9.0 CONCLUSION.

The current R4 – “High Density Residential” zone applicable to the 2-10 Morley street is not intended to change within the context of the SSLEP-Refresh – [Stage 1] planning proposal currently being considered by Council. Similarly there are no changes identified which impact upon the allowable uses identified within the current R4 High Density Residential zone or the maximum FSR controls which current stand at 1.5:1.

Such FSR control is substantially more than that the 1.2:1 FSR which applied to the land under SSLEP2006 at the time when development consent was granted in respect of the subject apartment complex.

According to the DA modification request documentation prepared by Smith & Tzannes dated 15.03.11 and associated s96 application found with the bundle of council documents provided to the author for review by the building owners, the as built building indicates it to comprise an FSR of 1.14:1.

If one assumes this FSR is correct and in further consideration of the current permitted FSR of 1.5:1 under the SSLEP2015, it suggests that there is a significant amount of residual floor space (approximately 1904.2 m²) available for further development upon the site.

Whilst council is currently exhibiting amendments to the current SSLEP-2015 within the context of the SSLEP2015-refresh planning proposal such amendments do not appear to impact upon or change the current R4 High Density Residential zoning provisions applicable to the subject site.

However, when council resolves in the future to progress with stage 2 of the SSLEP2015 refresh planning proposal this may change given the specific housing strategies and matters likely to be considered by council at such time.

It is understood that stage 2 is not likely to occur until sometime next year at which point further community consultation will no doubt be undertaken by council which will enable the properties of SP 85881 further opportunities to provide comments and input regarding their preferred strategic planning outcomes in respect of the subject property for councils consideration.



Peter Rossello
Environet Consultancy Pty Ltd.



ENVIRONET
CONSULTANCY PTY LTD

PLANNING, BUILDING &
ENVIRONMENTAL CONSULTANTS



PLANNING CONTROLS REVIEW

2-10 Morley street Sutherland – SP85881




August 2021



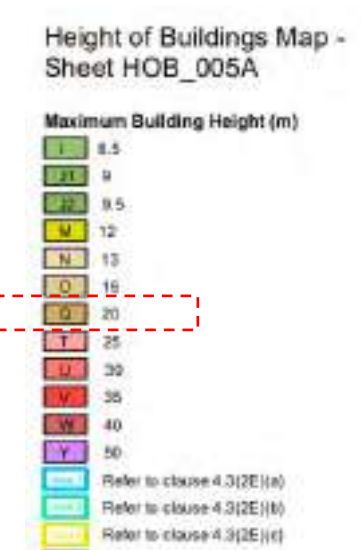



The property:	 <p>SP 85881 situated on the corner of Morley, Eton and Merton Street Sutherland</p>
Site area	5288.8m2
Development Consent:	<p>The subject property comprises 62 residential apartments erected circa 2012 pursuant to Development consent DA 05/0206 granted by Sutherland Shire Council on 3 March 2006.</p> <p>[58 x 2 bedroom apartments + 4 x 3 bedroom apartments]</p>
Relevant planning controls applicable to DA05/0206	Sutherland Shire Local Environmental Plan 2006 (SSLEP2006)
Zoning:	Zone 6 Multiple Dwelling B - (SSLEP2006)
Max permissible Floor Space Ratio [FSR]	<p>1.2: 1 - Clause 35 (SSLEP2006)</p>  <p>Sutherland Shire Local Environmental Plan 2006 Under the Environmental Planning and Assessment Act 1979</p> <p>Height and Density Controls - Sutherland Centre (Amendment No 6)</p>



Existing FSR:	<p>The existing FSR associated with the subject complex (as built) determined from historical documentation contained within the councils files is 1.14 :1 which is less than the 1.2 maximum permissible.</p> <p>On the assumption that such FSR (1.14:1) is correct the Gross floor space is approximately 6029m². This represents 7% residual FSR available at the time when the building was constructed.</p>
Maximum building height:	<p>5 storeys – clause 33 (SSLEP2006)</p> <div>  <p>Sutherland Shire Local Environmental Plan 2006 Height and Density Controls - Sutherland Centre (Amendment No 6)</p> </div>
Existing building height:	5 storeys
Current planning controls	Sutherland Shire Local Environmental Plan 2015 (SSLEP2015)
Zoning	<p>Zone R4 High Density Residential - (SSLEP2015)</p> <p>Permitted with consent:</p> <ul style="list-style-type: none"> Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings;



	Seniors housing; Shop top housing																																
<p>Maximum permitted floor space ratio:</p>  <table border="1"><thead><tr><th>Zone</th><th>FSR</th></tr></thead><tbody><tr><td>G</td><td>0.85</td></tr><tr><td>H</td><td>0.7</td></tr><tr><td>I</td><td>0.75</td></tr><tr><td>N</td><td>1</td></tr><tr><td>P</td><td>1.2</td></tr><tr><td>S1</td><td>1.5</td></tr><tr><td>S2</td><td>1.6</td></tr><tr><td>S3</td><td>1.8</td></tr><tr><td>T</td><td>2</td></tr><tr><td>U</td><td>2.5</td></tr><tr><td>U2</td><td>2.75</td></tr><tr><td>V</td><td>3</td></tr><tr><td>W</td><td>3.5</td></tr><tr><td>X</td><td>4</td></tr><tr><td>Refer to clause 4.4(2A)(a)</td><td></td></tr></tbody></table>	Zone	FSR	G	0.85	H	0.7	I	0.75	N	1	P	1.2	S1	1.5	S2	1.6	S3	1.8	T	2	U	2.5	U2	2.75	V	3	W	3.5	X	4	Refer to clause 4.4(2A)(a)		<p>1.5:1 - Clause 4.4 (SSLEP2015) –</p>  <p>Based upon a site area of 5288.8m² the gross floor area achivable under the curret SSLEP2015 is 7933.2m². based upon exisitng FSR (1.14:1) the change between (SSLEP20006) & (SSLEP2015) results in 1904.2m² available residual FSR. (On the basis of say 90m² – 2 bedroom unit this would equate to approximately an additional 21 units)</p>
Zone	FSR																																
G	0.85																																
H	0.7																																
I	0.75																																
N	1																																
P	1.2																																
S1	1.5																																
S2	1.6																																
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X	4																																
Refer to clause 4.4(2A)(a)																																	
<p>Maximum building height:</p>  <p>Height of Buildings Map - Sheet HOB_005A</p> <table border="1"><thead><tr><th>Zone</th><th>Maximum Building Height (m)</th></tr></thead><tbody><tr><td>I</td><td>6.5</td></tr><tr><td>II</td><td>9</td></tr><tr><td>II</td><td>9.5</td></tr><tr><td>III</td><td>12</td></tr><tr><td>N</td><td>13</td></tr><tr><td>O</td><td>16</td></tr><tr><td>O</td><td>20</td></tr><tr><td>T</td><td>25</td></tr><tr><td>U</td><td>30</td></tr><tr><td>V</td><td>35</td></tr><tr><td>W</td><td>40</td></tr><tr><td>Y</td><td>50</td></tr><tr><td>Refer to clause 4.3(2E)(a)</td><td></td></tr><tr><td>Refer to clause 4.3(2E)(b)</td><td></td></tr><tr><td>Refer to clause 4.3(2E)(c)</td><td></td></tr></tbody></table>	Zone	Maximum Building Height (m)	I	6.5	II	9	II	9.5	III	12	N	13	O	16	O	20	T	25	U	30	V	35	W	40	Y	50	Refer to clause 4.3(2E)(a)		Refer to clause 4.3(2E)(b)		Refer to clause 4.3(2E)(c)		<p>20m- Clause 4.3 (SSLEP2015)</p>  <p>The maximum height based upon (SSLEP20006) was 5 storeys. The 20m height limit requirement under (SSLEP2015) could potentially enable a 6 storey development.</p>
Zone	Maximum Building Height (m)																																
I	6.5																																
II	9																																
II	9.5																																
III	12																																
N	13																																
O	16																																
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Refer to clause 4.3(2E)(b)																																	
Refer to clause 4.3(2E)(c)																																	



HIGH LEVEL FINDINGS.

The current zoning for the land will permit an FSR of 1.5:1 compared to the 1.2:1 which applied under the previous LEP.

According to documentation contained within councils file the existing FSR associated with the complex appears to be 1.14:1. If one assumes this to be correct and taking into account the current permitted FSR of 1.5:1 it would mean that the site has a significant amount of residual floor space available for further / future development upon the site.

Whilst council is currently exhibiting a planning proposal to refresh certain provisions under the SSLEP2015 it does not affect the current R4 zoning provisions.

However, within the context of councils formal adoption of its strategic planning statement further planning proposals within the shire are likely so as to review and align key strategic objectives and outcomes, such as housing, which may include the R4 zone. It is understood that this is not likely to occur until sometime next year and in consultation with the community and relevant stake holders.

A handwritten signature in black ink, appearing to read 'Peter Rossello'.

Peter Rossello
Environet Consultancy Pty Ltd.

Owner Ledger

Start Date: 01/11/2021

End Date: 30/11/2025

Owners: One only

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St, Sutherland NSW 2232

Lot 35 Unit 101 Kieran M Frigo & Sarah M Borger

UE / AE: 153.00 / 10,007.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/12/2021	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
2	01/12/2021	Once-off	Spec. Levy for Legal action	1,121.22	1,121.22	0.00	0.00	0.00	0.00%	Special	Normal	None
3	01/12/2021	Quarterly	Quarterly Admin/Capital Works Levy 01/12/21-28/02/22	1,335.37	1,335.37	340.19	340.19	0.00	0.00%	Standard	Normal	None
4	01/02/2022	Once-off	Spec. Levy for Legal action	1,121.22	1,121.22	0.00	0.00	0.00	0.00%	Special	Normal	None
5	01/03/2022	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
6	01/03/2022	Quarterly	Quarterly Admin/Capital Works Levy 01/03/22-31/02/22	893.05	893.05	782.51	782.51	0.00	0.00%	Standard	Normal	None
7	01/06/2022	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
8	01/06/2022	Quarterly	Quarterly Admin/Capital Works Levy 01/06/22-31/8/22	893.05	893.05	782.51	782.51	0.00	0.00%	Standard	Normal	None
9	01/06/2022	Quarterly	Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	147.00	1.39	0.00%	Special	Normal	None
10	01/09/2022	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
11	01/09/2022	Quarterly	Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	147.00	0.00	0.00%	Special	Normal	None
12	01/09/2022	Quarterly	Quarterly Admin/Capital Works Levy 01/09/22-30/11/22	1,114.21	1,114.21	561.35	561.35	0.00	0.00%	Standard	Normal	None
13	01/12/2022	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
14	01/12/2022	Quarterly	Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	147.00	0.00	0.00%	Special	Normal	None

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St, Sutherland NSW 2232

Lot 35 Unit 101 Kieran M Frigo & Sarah M Borger UE / AE: 153.00 / 10,007.00

15	01/12/2022	Quarterly	Quarterly Admin/Capital Works Levy 01/12/22-28/02/23	762.29	762.29	913.27	913.27	0.00	0.00%	Standard	Normal	None
16	01/12/2022	Quarterly	Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	1,092.09	0.00	0.00%	Special	Normal	None
17	01/03/2023	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
18	01/03/2023	Quarterly	Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	147.00	0.00	0.00%	Special	Normal	None
19	01/03/2023	Quarterly	Quarterly Admin/Capital Works Levy 01/03/23-31/05/23	762.29	762.29	913.27	913.27	0.00	0.00%	Standard	Normal	None
20	01/03/2023	Quarterly	Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	1,092.09	0.00	0.00%	Special	Normal	None
21	01/06/2023	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
22	01/06/2023	Quarterly	Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	147.00	0.00	0.00%	Special	Normal	None
23	01/06/2023	Quarterly	Quarterly Admin/Capital Works Levy 01/06/23-31/8/23	1,387.50	1,387.50	288.05	288.05	0.00	0.00%	Standard	Normal	None
24	01/06/2023	Quarterly	Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	1,092.09	0.00	0.00%	Special	Normal	None
25	01/09/2023	Quarterly	Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	175.32	0.00	0.00%	Special	Normal	None
26	01/09/2023	Quarterly	Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	147.00	0.00	0.00%	Special	Normal	None
27	01/09/2023	Quarterly	Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	1,092.09	0.00	0.00%	Special	Normal	None
28	01/09/2023	Quarterly	Quarterly Admin/Capital Works Levy 01/09/2023 - 30/11/2023	1,387.50	1,387.50	288.05	288.05	0.00	0.00%	Standard	Normal	None
29	01/12/2023	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
30	01/12/2023	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
31	01/12/2023	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
32	01/12/2023	Quarterly	Quarterly Admin/Capital Works Levy 01/12/2023 - 29/02/2024	1,513.64	0.00	161.92	0.00	0.00	0.00%	Standard	Normal	None
33	01/12/2023	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
34	01/03/2024	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
35	01/03/2024	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
36	01/03/2024	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
37	01/03/2024	Quarterly	Quarterly Admin/Capital Works Levy 01/03/2024 - 31/05/2024	1,513.64	0.00	161.92	0.00	0.00	0.00%	Standard	Normal	None

Lot 35 Unit 101 Kieran M Frigo & Sarah M Borger UE / AE: 153.00 / 10,007.00

38	01/03/2024	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
39	01/06/2024	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
40	01/06/2024	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
41	01/06/2024	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
42	01/06/2024	Quarterly	Quarterly Admin/Capital Works Levy 01/06/2024 - 31/08/2024	1,450.57	0.00	224.98	0.00	0.00	0.00%	Standard	Normal	None
43	01/06/2024	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
44	01/09/2024	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
45	01/09/2024	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
46	01/09/2024	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
47	01/09/2024	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
48	01/12/2024	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
49	01/12/2024	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
50	01/12/2024	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
51	01/12/2024	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
52	01/03/2025	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
53	01/03/2025	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
54	01/03/2025	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
55	01/03/2025	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
56	01/06/2025	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None
57	01/06/2025	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
58	01/06/2025	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
59	01/06/2025	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None
60	01/09/2025	Quarterly	Cancelled: Spec Lev for Loan repayments for \$250,000 of a \$4,000,000 loan	0.00	0.00	175.32	0.00	0.00	0.00%	Special	Cancelled	None

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St, Sutherland NSW 2232

Lot 35 Unit 101 Kieran M Frigo & Sarah M Borger UE / AE: 153.00 / 10,007.00

61	01/09/2025	Quarterly	Cancelled: Special levy for purpose of repaying the loan Facility	0.00	0.00	147.00	0.00	0.00	0.00%	Special	Cancelled	None
62	01/09/2025	Quarterly	Cancelled: Special levy for the purpose of repairing water penetration	0.00	0.00	1,092.09	0.00	0.00	0.00%	Special	Cancelled	None
63	01/09/2025	Quarterly	Spec. levy for the purpose of water penetration repairs & fire safety upgrades	0.00	0.00	2,483.24	0.00	0.00	0.00%	Special	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
18/11/2021	1071	Receipt	Banked		1,121.22	0.00	175.32	0.00	0.00		1,296.54		1, 2
04/01/2022	1161	Receipt	Banked		1,335.37	0.00	340.19	0.00	0.00		1,675.56		3
03/02/2022	1221	Receipt	Banked		1,416.68	0.00	434.20	0.00	0.00		1,850.88		5, 4, 6
09/02/2022	1229	Receipt	Banked		597.59	0.00	523.63	0.00	0.00		1,121.22		6
02/06/2022	1369	Receipt	Banked		893.05	0.00	957.83	0.00	0.00		1,850.88		7, 8
05/07/2022	1404	Receipt	Banked		0.00	0.00	145.63	1.37	0.00		147.00		9
01/09/2022	1496	Receipt	Banked		1,114.20	0.00	885.03	0.02	0.00		1,999.25		10, 9, 11, 12
20/09/2022	1547	Credit	Posted		0.01	0.00	0.00	0.00	0.00		0.01		12
20/09/2022	1548	Credit	Posted		0.00	0.00	0.01	0.00	0.00		0.01		12
01/12/2022	1638	Receipt	Banked		762.29	0.00	2,327.68	0.00	0.00		3,089.97		13, 14, 15, 16
01/03/2023	1721	Receipt	Banked		762.29	0.00	2,327.68	0.00	0.00		3,089.97		17, 18, 19, 20
01/06/2023	1811	Receipt	Banked		1,387.50	0.00	1,702.46	0.00	0.00		3,089.96		21, 22, 23, 24
04/09/2023	1916	Receipt	Banked		1,387.50	0.00	1,702.46	0.00	0.00		3,089.96		25, 26, 27, 28

Balance Sheet

As at 20/11/2023

The Owners - Strata Plan 85881

 Brittany, 68-70 Eton & 51-53 Merton St, Sutherland
 NSW 2232

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(54,917.05)
Owners Equity--Admin	26,445.69
	(28,471.36)
Capital Works Fund	
Operating Surplus/Deficit--Capital Works	(158,611.68)
Owners Equity--Capital Works	(272,057.81)
	(430,669.49)
Net owners' funds	- \$459,140.85
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(27,545.39)
Receivable--Levies--Admin	4,473.13
Receivable--Owners--Admin	369.44
	(22,702.82)
Capital Works Fund	
Cash at Bank--Capital Works	68,147.25
Receivable--Levies--Capital Works	928.63
Receivable--Levies (Special)--Capital Works	4,485.51
	73,561.39
Unallocated Money	
	0.00
Total assets	50,858.57
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(1,040.76)
Prepaid Levies--Admin	6,809.30
	5,768.54
Capital Works Fund	
Creditor--GST--Capital Works	(12,920.72)
Prepaid Levies--Capital Works	728.39
Prepaid Levies (Special)--Capital Works	6,028.59
Loans Unsecured--Capital Works	510,394.62
	504,230.88
Unallocated Money	
	0.00
Total liabilities	509,999.42
Net assets	- \$459,140.85

Income & Expenditure Statement for the financial year-to-date 01/06/2023 to 20/11/2023

The Owners - Strata Plan 85881

 Brittany, 68-70 Eton & 51-53 Merton St, Sutherland
 NSW 2232

Administrative Fund			
	Current period	Annual budget	Previous year
	01/06/2023-20/11/2023	01/06/2023-31/05/2024	01/06/2022-31/05/2023
Revenue			
Insurance Claims	0.00	0.00	1,926.58
Interest on Arrears--Admin	477.84	0.00	544.94
Key Payments	0.00	0.00	227.25
Levies Due--Admin	165,000.02	345,000.00	209,999.88
Status Certificate Fees	327.00	0.00	0.00
Strata Roll Inspection Fees	155.00	0.00	62.00
Total revenue	165,959.86	345,000.00	212,760.65
Less expenses			
Admin--Accounting	100.00	600.00	500.00
Admin--Agent Disbursements	1,972.68	4,000.00	3,945.36
Admin--Auditors--Audit Services	(272.73)	1,100.00	1,002.73
Admin--Auditors--BAS/Taxation Services	1,040.00	600.00	540.00
Admin--Bank Charges--Account Fees	22.40	50.00	48.20
Admin--Bank Charges--With GST	114.09	300.00	305.00
Admin--Contractor Compliance	0.00	100.00	85.00
Admin--Legal & Debt Collection Fees	(63.78)	0.00	0.00
Admin--Legal Fees	5,765.02	5,000.00	380.00
Admin--Management Fees--Additional Services	16,425.95	30,000.00	20,860.89
Admin--Management Fees--Standard	5,955.30	12,300.00	11,737.14
Admin--Meeting Room Expenses	162.50	0.00	0.00
Admin--Other Expenses--Admin	0.00	50.00	22.90
Admin--Status Certificate Fees Paid	327.00	0.00	0.00
Admin--Strata Hub Reporting	0.00	200.00	186.00
Admin--Strata Inspection Fees Paid	124.00	0.00	62.00
Admin--Telephone Charges	512.00	1,100.00	1,024.00
Insurance--Claims Paid	0.00	0.00	2,926.60
Insurance--Excesses	0.00	20,000.00	0.00
Insurance--Premiums	112,121.50	130,000.00	103,343.34
Insurance--Valuation	0.00	1,700.00	1,670.91
Maint Bldg--Cleaning	18,200.00	23,000.00	43,930.00
Maint Bldg--Doors & Windows	604.55	1,000.00	300.00
Maint Bldg--Electrical	445.00	2,000.00	2,172.73
Maint Bldg--Exhaust/Ventilation Systems	500.00	1,000.00	250.00
Maint Bldg--Fire Contract	10,979.98	13,000.00	13,810.00
Maint Bldg--Fire Council Lodgement fee	180.00	200.00	0.00
Maint Bldg--Fire Repairs	1,155.00	5,000.00	2,142.53

Administrative Fund

	Current period	Annual budget	Previous year
	01/06/2023-20/11/2023	01/06/2023-31/05/2024	01/06/2022-31/05/2023
Maint Bldg--General Repairs	2,585.46	5,000.00	3,045.91
Maint Bldg--Gutters & Downpipes	0.00	0.00	2,700.00
Maint Bldg--Intercom	807.50	1,000.00	920.00
Maint Bldg--Lift--Maintenance Contract	13,013.19	28,200.00	24,116.18
Maint Bldg--Lift--Repairs	663.50	5,000.00	2,795.00
Maint Bldg--Locks, Keys & Card Keys	440.91	2,000.00	1,143.56
Maint Bldg--Pest/Vermin Control	254.55	2,500.00	3,012.73
Maint Bldg--Plumbing & Drainage	729.60	5,000.00	4,658.48
Maint Bldg--Pumps	(480.00)	2,000.00	1,120.00
Maint Bldg--TV Antenna & Cables	0.00	1,000.00	0.00
Maint Grounds--Lawns & Gardening	2,700.00	7,500.00	7,020.00
Maint Grounds--Tree Lopping/Removal	800.00	1,000.00	1,300.00
Utility--Electricity	10,707.84	25,000.00	24,047.48
Utility--Water & Sewerage	12,283.90	23,000.00	22,035.86
<i>Total expenses</i>	<u>220,876.91</u>	<u>360,500.00</u>	<u>309,160.53</u>
Surplus/Deficit	<u>(54,917.05)</u>	<u>(15,500.00)</u>	<u>(96,399.88)</u>
Opening balance	26,445.69	26,445.69	122,845.57
Closing balance	<u>-\$28,471.36</u>	<u>\$10,945.69</u>	<u>\$26,445.69</u>

Capital Works Fund

	Current period 01/06/2023-20/11/2023	Annual budget 01/06/2023-31/05/2024	Previous year 01/06/2022-31/05/2023
Revenue			
Interest on Arrears--Capital Works	681.20	0.00	1,044.41
Levies Due (Special)--Capital Works	168,187.58	463,491.50	206,505.16
Levies Due--Capital Works	34,254.74	53,509.70	188,509.26
Total revenue	203,123.52	517,001.20	396,058.83
Less expenses			
Admin--Consultants	72,157.50	200,000.00	82,631.50
Loan Interest	0.00	0.00	16,379.10
Loan Repayment	38,510.74	0.00	0.00
Maint Bldg--Electrical	5,428.00	5,000.00	4,071.82
Maint Bldg--Exhaust/Ventilation Systems	0.00	5,000.00	2,881.82
Maint Bldg--Fencing	0.00	0.00	4,290.00
Maint Bldg--Fire Protection	8,377.05	1,500,000.00	164,020.58
Maint Bldg--General Replacement	46,073.08	20,000.00	19,210.17
Maint Bldg--Painting & Surface Finishes	0.00	700,000.00	0.00
Maint Bldg--Plumbing & Drainage	3,705.52	15,000.00	12,777.82
Maint Bldg--Pumps	0.00	5,000.00	8,860.00
Maint Bldg--Signs & Notice Boards	0.00	0.00	1,065.66
Maint Bldg--Waterproofing	184,183.31	500,000.00	227,734.98
Maint Grounds--Tree Lopping/Removal	3,300.00	5,000.00	2,800.00
Total expenses	361,735.20	2,955,000.00	546,723.45
Surplus/Deficit	(158,611.68)	(2,437,998.80)	(150,664.62)
Opening balance	(272,057.81)	(272,057.81)	(121,393.19)
Closing balance	-\$430,669.49	-\$2,710,056.61	-\$272,057.81

Detailed Expenses for the financial year from 01/06/2023 to 20/11/2023

The Owners - Strata Plan 85881

 Brittany, 68-70 Eton & 51-53 Merton St,
 Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
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Administrative Fund

Admin--Accounting 150200

02/11/2023	Tax return-BAS Lodgement November 2023	Southern Strata Management	100.00	Paid	DE		000835
			\$100.00				

Admin--Agent Disbursements 153800

02/06/2023	Bundled Disbursements June 2023	Southern Strata Management	328.78	Paid	DE		000748
03/07/2023	Bundled Disbursements July 2023	Southern Strata Management	328.78	Paid	DE		000762
02/08/2023	Bundled Disbursements August 2023	Southern Strata Management	328.78	Paid	DE		000773
04/09/2023	Bundled Disbursements September 2023	Southern Strata Management	328.78	Paid	DE		000799
03/10/2023	Bundled Disbursements October 2023	Southern Strata Management	328.78	Paid	DE		000816
02/11/2023	Bundled Disbursements November 2023	Southern Strata Management	328.78	Paid	DE		000835
			\$1,972.68				

Admin--Auditors--Audit Services 150800

23/06/2023	Transfer Preparation for audit to additional fees		(272.73)		Jnl	6801	
03/07/2023	Preparation of accounts for Auditor July 2023	Southern Strata Management	136.36	Paid	DE		000762
03/07/2023			(136.36)		Jnl	7122	
			-\$272.73				

Admin--Auditors--BAS/Taxation Services 150900

25/07/2023	Bas Jun 23	Strata@Tinworth.com	120.00	Paid	DE	31791	000770
25/08/2023	Audit 31/5/23	Economos Strata Services	800.00	Paid	DE	2023661006	000793
23/10/2023	BAS Sep 23	Strata@Tinworth.com	120.00	Paid	DE	32387	000834
			\$1,040.00				

Admin--Bank Charges--Account Fees 151401

30/06/2023	Service Charge Fee		4.40	Paid	Oth		172
31/07/2023	Service Charge Fee		2.60	Paid	Oth		176
31/08/2023	Service Charge Fee		6.20	Paid	Oth		180
29/09/2023	Service Charge Fee		5.00	Paid	Oth		184
31/10/2023	Service Charge Fee		4.20	Paid	Oth		188
			\$22.40				

Admin--Bank Charges--With GST 151407

30/06/2023	DEFT Process Fee		34.09	Paid	Oth		173
31/07/2023	DEFT Process Fee		9.55	Paid	Oth		177
31/08/2023	DEFT Process Fee		31.82	Paid	Oth		181
29/09/2023	DEFT Process Fee		31.36	Paid	Oth		185
31/10/2023	DEFT Process Fee		7.27	Paid	Oth		189
			\$114.09				

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
Admin--Legal & Debt Collection Fees 153200							
01/06/2023	Reversal: Payment for debt recovery May 23 paid Ju		(159.17)		Jnl	6756	
02/06/2023	Stage 2 Debt Recovery June 2023	Southern Strata Management	159.09	Paid	DE		000746
30/06/2023	Lot 21: 21 day notice J S Mueller Inv. 115708		(200.00)		Ow.Inv		
30/06/2023	L21 21 day notice	J S Mueller & Co Lawyers	200.00	Paid	DE	115708	000760
30/06/2023	Lot 21: Debt recovery Stage 3		(59.09)		Ow.Inv		
03/07/2023	Stage 3 Debt Recovery July 2023	Southern Strata Management	59.09	Paid	DE		000762
12/07/2023	Lot 11: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/07/2023	Lot 37: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/07/2023	Lot 39: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/07/2023	Lot 41: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/07/2023	Lot 59: Debt recovery Stage 1		(13.64)		Ow.Inv		
02/08/2023	Stage 1 Debt Recovery August 2023	Southern Strata Management	68.18	Paid	DE		000773
10/08/2023	Lot 11: Debt recovery Stage 2		(31.82)		Ow.Inv		
10/08/2023	Lot 37: Debt recovery Stage 2		(31.82)		Ow.Inv		
10/08/2023	Lot 39: Debt recovery Stage 2		(31.82)		Ow.Inv		
04/09/2023	Stage 2 Debt Recovery September 2023	Southern Strata Management	95.45	Paid	DE		000799
12/10/2023	Lot 6: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 11: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 21: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 31: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 37: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 39: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 47: Debt recovery Stage 1		(13.64)		Ow.Inv		
12/10/2023	Lot 53: Debt recovery Stage 1		(13.64)		Ow.Inv		
02/11/2023	Stage 1 Debt Recovery November 2023	Southern Strata Management	109.09	Paid	DE		000835
10/11/2023	Lot 11: Debt recovery Stage 2		(31.82)		Ow.Inv		
10/11/2023	Lot 53: Debt recovery Stage 2		(31.82)		Ow.Inv		
			-\$63.78				
Admin--Legal Fees 153220							
07/07/2023	Legals fees 26/5/23-27/6/23	DEA Lawyers	2,970.00	Paid	DE	17074	000765
04/08/2023	Legal Advice July	DEA Lawyers	617.50	Paid	DE	17168	000782
08/09/2023	Legal advice Aug	DEA Lawyers	151.67	Paid	DE	17290	000804
06/10/2023	Legal representation Sep	DEA Lawyers	617.50	Paid	DE	17474	000827
08/11/2023	Legal fees Oct	DEA Lawyers	1,406.35	Paid	DE	17650	000844
			\$5,765.02				
Admin--Management Fees--Additional Services 154100							
02/06/2023	Work Order Issuing Fee June 2023	Southern Strata Management	180.00	Paid	DE		000746
02/06/2023	Additional Services - Time based charging June 202	Southern Strata Management	2,270.00	Paid	DE		000746
02/06/2023	Quote Request Issuing Fee June 2023	Southern Strata Management	100.00	Paid	DE		000746
23/06/2023	Transfer Preparation for audit to additional fees		272.73		Jnl	6801	
03/07/2023	Additional Services - Time based charging July 202	Southern Strata Management	3,924.30	Paid	DE		000762
03/07/2023	Work Order Issuing Fee July 2023	Southern Strata Management	220.00	Paid	DE		000762

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
03/07/2023	Quote Request Issuing Fee July 2023	Southern Strata Management	140.00	Paid	DE		000762
03/07/2023			136.36		Jnl	7122	
02/08/2023	Work Order Issuing Fee August 2023	Southern Strata Management	260.00	Paid	DE		000773
02/08/2023	Additional Services - Time based charging August 2	Southern Strata Management	2,286.72	Paid	DE		000773
02/08/2023	Quote Request Issuing Fee August 2023	Southern Strata Management	40.00	Paid	DE		000773
04/09/2023	Work Order Issuing Fee September 2023	Southern Strata Management	260.00	Paid	DE		000799
04/09/2023	Additional Services - Time based charging September	Southern Strata Management	2,815.92	Paid	DE		000799
04/09/2023	Quote Request Issuing Fee September 2023	Southern Strata Management	80.00	Paid	DE		000799
03/10/2023	Additional Services - Time based charging October	Southern Strata Management	2,282.47	Paid	DE		000816
03/10/2023	Insurance Claim Lodgement October 2023	Southern Strata Management	50.00	Paid	DE		000816
03/10/2023	Quote Request Issuing Fee October 2023	Southern Strata Management	20.00	Paid	DE		000816
03/10/2023	Work Order Issuing Fee October 2023	Southern Strata Management	220.00	Paid	DE		000816
02/11/2023	Work Order Issuing Fee November 2023	Southern Strata Management	100.00	Paid	DE		000835
02/11/2023	Additional Services - Time based charging November	Southern Strata Management	747.45	Paid	DE		000835
02/11/2023	Quote Request Issuing Fee November 2023	Southern Strata Management	20.00	Paid	DE		000835
			\$16,425.95				
Admin--Management Fees--Standard 154000							
02/06/2023	Standard Management Fee June 2023	Southern Strata Management	992.55	Paid	DE		000746
03/07/2023	Standard Management Fee July 2023	Southern Strata Management	992.55	Paid	DE		000762
02/08/2023	Standard Management Fee August 2023	Southern Strata Management	992.55	Paid	DE		000773
04/09/2023	Standard Management Fee September 2023	Southern Strata Management	992.55	Paid	DE		000799
03/10/2023	Standard Management Fee October 2023	Southern Strata Management	992.55	Paid	DE		000816
02/11/2023	Standard Management Fee November 2023	Southern Strata Management	992.55	Paid	DE		000835
			\$5,955.30				
Admin--Meeting Room Expenses 154200							
28/07/2023	Meeting 30/8/23	Southern Strata Management	162.50	Paid	DE	39578	000771
			\$162.50				
Admin--Status Certificate Fees Paid 156000							
04/09/2023	Status Certificate Fee September 2023	Southern Strata Management	109.00	Paid	DE		000799
02/11/2023	Status Certificate Fee November 2023	Southern Strata Management	218.00	Paid	DE		000835
			\$327.00				
Admin--Strata Inspection Fees Paid 156400							
04/09/2023	Strata Roll Inspection Fee September 2023	Southern Strata Management	31.00	Paid	DE		000799
03/10/2023	Strata Roll Inspection Fee October 2023	Southern Strata Management	31.00	Paid	DE		000816
02/11/2023	Strata Roll Inspection Fee November 2023	Southern Strata Management	62.00	Paid	DE		000835
			\$124.00				
Admin--Telephone Charges 157000							
02/06/2023	Lift phone June-Aug 23	LiftTech	256.00	Paid	DE	33585	000747
01/09/2023	Lift phone Oct-Dec 23	LiftTech (formally Connected	256.00	Paid	DE	34039	000798
			\$512.00				
Insurance--Premiums 159100							
01/06/2023	Reversal: Accrued 6 months Insurance		(48,797.60)		Jnl	6805	
25/09/2023	Insurance 23/9/23-23/9/24	BAC Insurance Brokers Pty	160,919.10	Paid	DE	95633	000814
20/11/2023	9:16 Mel	Southern Strata Management					

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
			\$112,121.50				
Maint Bldg--Cleaning 163000							
15/06/2023	Cleaning Jun 2023	All Southern Cleaning	1,970.00	Paid	DE	28171	000751
27/06/2023	Cleaning & bins 21/6/23-28/8/23	All Southern Cleaning	1,920.00	Paid	DE	28202	000755
25/07/2023	Cleaning & bins Jul 23	All Southern Cleaning	1,670.00	Paid	DE	28290	000769
25/07/2023	Cleaning & bins Jul 23	All Southern Cleaning	1,670.00	Paid	DE	28283	000769
08/08/2023	Cleaning Aug 2023	All Southern Cleaning	1,850.00	Paid	DE	28385	000781
22/08/2023	Cleaning & bins 16 & 18 Aug 23	All Southern Cleaning	1,620.00	Paid	DE	28393	000789
06/09/2023	Cleaning & bins 25/8/23	Strata Blitz Services	750.00	Paid	DE	867	000800
03/10/2023	Cleaning & bins Sep 23	Strata Blitz Services	3,750.00	Paid	DE	1180	000817
06/11/2023	Cleaning - Bins Oct 2023	Strata Blitz Services	3,000.00	Paid	DE	1210	000839
			\$18,200.00				
Maint Bldg--Doors & Windows 164600							
24/07/2023	window lock 302/68 E	Fort Knox Locks	604.55	Paid	DE	15398	000778
			\$604.55				
Maint Bldg--Electrical 164800							
06/06/2023	Lighting repair in lifts A & D	CC Switched On Electrics	155.00	Paid	DE	90	000749
06/09/2023	S & I new bulb top floor 68 Eton	CC Switched On Electrics	140.00	Paid	DE	55	000803
06/09/2023	Supply new tubes for Lift A, B & D	CC Switched On Electrics	150.00	Paid	DE	56	000803
			\$445.00				
Maint Bldg--Exhaust/Ventilation Systems 165600							
23/06/2023	Air con 303/51 M	ACR Air Conditioning Pty Ltd	250.00	Paid	DE	8235	000757
16/10/2023	303/51 M Air con decommission	ACR Air Conditioning Pty Ltd	250.00	Paid	DE	8392	000832
			\$500.00				
Maint Bldg--Fire Contract 165801							
11/08/2023	Fire maint Aug-Oct 23	Abate Fire Protection	2,010.00	Paid	DE	25087	000788
15/08/2023	Annual monitoring Sept-Sept 23	Romteck Grid	4,274.98	Paid	DE	232402	000787
08/11/2023	Fire repairs	Abate Fire Protection	2,885.00	Paid	DE	26016	000842
14/11/2023	Fire maint Nov-Jan	Abate Fire Protection	2,010.00	Paid	DE	26075	000842
			\$10,979.98				
Maint Bldg--Fire Council Lodgement fee 145331							
09/06/2023	Tree application	Sutherland Shire Council Fire	163.64	Paid	BPAY	56379844	119
30/06/2023	Reversal of GST on tree application		16.36		Jnl	6970	
			\$180.00				
Maint Bldg--Fire Repairs 165800							
01/07/2023	Inspection of passive fire 21/6/23	Bowlers	600.00	Paid	DE	26727	000764
04/07/2023	104/68 & 207/68 Smoke alarm 206/68 door	Abate Fire Protection	555.00	Paid	DE	23017	000763
			\$1,155.00				
Maint Bldg--General Repairs 167400							
26/06/2023	L2/68E handrail repairs	MH Building Solutions	272.73	Paid	DE	2243	000756
10/07/2023	U203/68 Water damage repairs	MH Building Solutions	1,318.18	Paid	DE	2251	000767
27/07/2023	Re-instate air con 103/51M	ACR Air Conditioning Pty Ltd	250.00	Paid	DE	8291	000775
15/08/2023	Entry tile repairs 53M	MH Building Solutions	200.00	Paid	DE	2268	000791
25/08/2023	U501/70E repair inspection opening	MH Building Solutions	254.55	Paid	DE	2253	000796

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
31/08/2023	Door handle repair 202/51 M	Lennys Handyman Services	290.00	Paid	DE	2319	000807
			\$2,585.46				
Maint Bldg--Intercom 169600							
08/09/2023	Fob programming fault	KDM Intercom and CCTV	377.50	Paid	DE	2323	000802
13/11/2023	Intercom repair 203/53	KDM Intercom and CCTV	430.00	Paid	DE	2333	000841
			\$807.50				
Maint Bldg--Lift--Maintenance Contract 170201							
02/06/2023	Lift Contract 01/7/23-30/09/23	Schindler Lifts Australia Pty	6,190.32	Paid	DE	4679001985	000754
30/06/2023	Reversal of GST on lift registration fee		7.55		Jnl	6969	
31/08/2023	Lift contract Oct-Dec 2023	Schindler Lifts Australia Pty	6,190.32	Paid	DE	4679021654	000809
01/10/2023	Lift repair 13 Sep 51 Merton	Schindler Lifts Australia Pty	625.00	Paid	DE	4688195954	000819
			\$13,013.19				
Maint Bldg--Lift--Repairs 170204							
01/09/2023	Vandalism of lift 2 lights	Schindler Lifts Australia Pty	663.50	Paid	DE	4688194784	000809
			\$663.50				
Maint Bldg--Locks, Keys & Card Keys 170600							
24/07/2023	68 Eton main front door	Fort Knox Locks	440.91	Paid	DE	15399	000778
			\$440.91				
Maint Bldg--Pest/Vermin Control 172000							
17/08/2023	Rodent inspection 7/8	Drop Dead Pest Control	63.64	Paid	DE	34540	000790
13/11/2023	Rodent inspection 10/11/23	Drop Dead Pest Control	190.91	Paid	DE	35838	000845
			\$254.55				
Maint Bldg--Plumbing & Drainage 172200							
27/07/2023	Burst Pipe 51 Merton	Clean Plumber	210.00	Paid	DE	125171	000777
25/08/2023	U203/53M internal leak	Clean Plumber	290.40	Paid	DE	125370	000795
28/08/2023	Lot 21: Laundry mixer leak The Clean Plumber Inv.		(290.40)		Ow.Inv		
19/09/2023	Water leak in basement garages	Clean Plumber	600.00	Paid	DE	125506	000813
22/09/2023	Lot 51: Internal leak reimbursement Clean Plumber		(290.40)		Ow.Inv		
06/10/2023	U302/51 water pressure	Clean Plumber	210.00	Paid	DE	125618	000826
			\$729.60				
Maint Bldg--Pumps 172400							
01/06/2023	Reversal: Flash Pump & Electrical - Work completed		(480.00)		Jnl	6972	
			-\$480.00				
Maint Grounds--Lawns & Gardening 178400							
30/06/2023	Lawns & gardens Jun 23	Ryan Miles	540.00	Paid	DE	2828	000761
27/07/2023	Lawns & Gardens Jul 2023	Ryan Miles	540.00	Paid	DE	2866	000772
22/08/2023	Lawns & gardens Aug 23	Ryan Miles	540.00	Paid	DE	2900	000792
25/09/2023	Lawns & gardens Sep 23	Ryan Miles	540.00	Paid	DE	2914	000815
24/10/2023	Lawns & gardens Oct 23	Ryan Miles	540.00	Paid	DE	2952	000833
			\$2,700.00				
Maint Grounds--Tree Lopping/Removal 180000							
20/06/2023	Tree work 20/6/23	Bob and Ben The Tree Men	800.00	Paid	DE	57846	000758

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
			\$800.00				
Utility--Electricity 190200							
01/06/2023	Reversal: Electricity Apr-Jun 23		(3,340.07)		Jnl	6807	
07/06/2023	Electricity Apr - Jun 2023	AGL BPay 208868	3,340.07	Paid	BPAY	70971817679 411822297	118
07/07/2023	Electricity 03/6/23-02/07/23	AGL BPay 208868	1,638.20	Paid	BPAY	70971817679 411822297	120
07/08/2023	Electricity Jul-Aug 2023	AGL BPay 208868	2,311.20	Paid	BPAY	70971817679 411822297	122
08/09/2023	Electricity Aug-Sep 23	AGL BPay 208868	2,270.76	Paid	BPAY	70971817679 411822297	123
09/10/2023	Electricity Sep-Oct 2023	AGL BPay 208868	2,306.19	Paid	BPAY	70971817679 411822297	124
08/11/2023	Electricity 5-10-23 to 2-11-23	AGL BPay 208868	2,181.49	Paid	BPAY	70971817679 411822297	125
			\$10,707.84				
Utility--Water & Sewerage 191200							
31/07/2023	Water May-Jul 23	Sydney Water	6,565.96	Paid	BPAY	53828850007	121
06/11/2023	Water Aug-Nov 2023	Sydney Water	5,717.94	Paid	BPAY	53828850007	126
			\$12,283.90				
Total expenses			\$220,876.91				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
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Capital Works Fund**Admin-Consultants 264200**

05/06/2023	Fire consulting 27/4/23-31/5/23	Holmes Fire LP	1,687.50	Paid	DE	144429.00/11	000750
30/06/2023	Fire consulting for Jun 23	Holmes Fire LP	3,562.50	Paid	DE	144429.00/12	000759
03/07/2023	Structural Engineering insp 30/6	Ironbridge Engineering	2,300.00	Paid	DE	1862	000766
11/07/2023	Project Management June	Valen Projects	2,640.00	Paid	DE	40688	000768
28/07/2023	Bathroom steel column 103/51 M	Ironbridge Engineering	412.50	Paid	DE	1894	000779
04/08/2023	Fire consulting 1 Jun-26 Jul 23	Holmes Fire LP	1,408.25	Paid	DE	144429.00/13	000783
11/08/2023	Project Management Jul 23	Valen Projects	1,750.00	Paid	DE	40741	000786
28/08/2023	Certifier - initial phase & site inspection	Technical Inner Sight	3,500.00	Paid	DE	0739	000797
01/09/2023	Ultrasound testing 17/7/23	Ironbridge Engineering	5,800.00	Paid	DE	1966	000806
06/09/2023	Fire safety upgrade concept report	Holmes Fire LP	9,750.00	Paid	DE	144429.00/14	000805
12/09/2023	Aug Fire project Management	Valen Projects	3,540.00	Paid	DE	40806	000810
12/09/2023	Water penetration inspections	Valen Projects	8,720.00	Paid	DE	40806	000810
15/09/2023	101/53 M inspect flooring	Andersons Timber Flooring	400.00	Paid	DE	33657	000811
08/10/2023	Fire engineering Sep	Holmes Fire LP	3,093.75	Paid	DE	144429.00/15	000828
06/10/2023	Engineering window report 06/9/23	Ironbridge Engineering	4,325.00	Paid	DE	2033	000829
10/10/2023	Site visit & assessment report on Hebel	Safeoz Engineers	6,000.00	Paid	DE	230703/01	000830
16/10/2023	Project Management Sep 23	Valen Projects	8,560.00	Paid	DE	40833	000831
14/11/2023	Project Management Oct 23	Valen Projects	4,710.00	Paid	DE	40873	000840

\$72,157.50**Loan Repayment 259600**

01/06/2023	Loan Repayment	Direct charge	1,796.32	Paid	Oth		170
01/06/2023	Loan Repayment	Direct charge	3,536.65	Paid	Oth		171
30/06/2023	Loan Repayment	Direct charge	1,945.80	Paid	Oth		174
30/06/2023	Loan Repayment	Direct charge	3,410.84	Paid	Oth		175
01/08/2023	Loan Repayment	Direct charge	2,128.53	Paid	Oth		178
01/08/2023	Loan Repayment	Direct charge	3,228.11	Paid	Oth		179
01/09/2023	Loan Repayment	Direct charge	2,033.49	Paid	Oth		182
01/09/2023	Loan Repayment	Direct charge	3,323.15	Paid	Oth		183
29/09/2023	Loan Repayment	Direct charge	2,522.53	Paid	Oth		186
29/09/2023	Loan Repayment	Direct charge	5,196.16	Paid	Oth		187
01/11/2023	Loan Repayment	Direct charge	3,443.70	Paid	Oth		190
01/11/2023	Loan Repayment	Direct charge	5,945.48	Paid	Oth		191

\$38,510.74**Maint Bldg-Electrical 264800**

03/11/2023	Replace light fittings	CC Switched On Electrics	5,428.00	Paid	DE	24th October 23	000837
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\$5,428.00**Maint Bldg-Fire Protection 265800**

08/08/2023	Garage passive audit	Bowers	3,000.00	Paid	DE	270056	000784
25/08/2023	Fire spray 103/51M	Abate Fire Protection	3,200.00	Paid	DE	25150	000794
11/09/2023	False fire alarm 5/8/23	Ramteck Grid	1,614.55	Paid	DE	185588	000812
14/11/2023	Fire Engineering report	Holmes Fire LP	562.50	Paid	DE	144429.00/16	000848

\$8,377.05

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
Maint Bldg--General Replacement 267400							
19/06/2023	Repair locks and supply new keys	Fort Knox Locks	2,070.00	Paid	DE	15434	000753
07/07/2023	U503/70 Gyprock ceiling reinstate	MH Building Solutions	3,772.73	Paid	DE	2249	000767
28/07/2023	Replacement shower base 203/53M	ReQuest Maintenance Group	2,675.30	Paid	DE	125187	000780
08/08/2023	Installation of stair nosing treads & handrails	MH Building Solutions	4,527.27	Paid	DE	2260	000785
08/09/2023	Car park nosing treads in garage	MH Building Solutions	681.82	Paid	DE	2282	000808
01/10/2023	303/51 isolation valve	Clean Plumber	304.25	Paid	DE	125539	000818
30/10/2023	Claim 9 Waterproofing	Combined Building Services	32,041.71	Paid	DE	2031	000836
			\$46,073.08				
Maint Bldg--Plumbing & Drainage 272200							
01/10/2023	Replaced RPZ valve and pipework on portable WS	Clean Plumber	3,705.52	Paid	DE	125541	000818
			\$3,705.52				
Maint Bldg--Waterproofing 275100							
06/06/2023	Progress claim 5	Combined Building Services	35,402.73	Paid	DE	1913	000748
18/07/2023	Progress claim 6 waterproofing	Combined Building Services	53,515.00	Paid	DE	1911	000774
01/09/2023	Progress claim 7 - waterproofing	Combined Building Services	18,265.01	Paid	DE	1935	000801
05/10/2023	Progress claim 8 & des.practitioner	Combined Building Services	32,795.00	Paid	DE	1988	000820
30/10/2023	Claim 10 final waterproofing	Combined Building Services	44,205.57	Paid	DE	2009	000838
			\$184,183.31				
Maint Grounds--Tree Lopping/Removal 280000							
04/08/2023	Remove three trees in Morley courtyard	Bob and Ben The Tree Men	1,800.00	Paid	DE	57979	000776
13/11/2023	Tree removal	Bob and Ben The Tree Men	1,500.00	Paid	DE	58288	000843
			\$3,300.00				
Total expenses			\$361,735.20				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
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Capital Works Fund

Admin--Consultants 264200

06/06/2022	Fire engineering May	Holmes Fire LP	10,406.75	Paid	DE	144429.00/3	000555
24/06/2022	Water penetration	RHM Consultants	1,800.00	Paid	DE	70940	000558
08/07/2022	Fire Engineering June	Holmes Fire LP	10,030.75	Paid	DE	144429.00/4	000570
12/07/2022	Update water pen. spec	RHM Consultants	4,000.00	Paid	DE	71079	000571
29/07/2022	Design services - mechanical inspection	Engineered Environments	990.00	Paid	DE	6253	000576
05/08/2022	Fire engineering July	Holmes Fire LP	11,799.41	Paid	DE	144429.00/5	000594
06/09/2022	Fire Engineering report Aug 22	Holmes Fire LP	4,999.75	Paid	DE	144429.00/6	000605
07/10/2022	Fire engineering Sep 22	Holmes Fire LP	11,099.84	Paid	DE	144429.00/7	000621
08/11/2022	fire consulting Oct 22	Holmes Fire LP	12,040.00	Paid	DE	144429.00/8	000636
01/01/2023	Fire Engineering Dec 22	Holmes Fire LP	8,985.00	Paid	DE	144429.00/9	000659
24/04/2023	Structural eng. inspection 24/4	Ironbridge Engineering	950.00	Paid	DE	1714	000725
05/05/2023	Fire engineering Mar23-Apr 23	Holmes Fire LP	3,750.00	Paid	DE	144429.00/10	000733
12/05/2023	Structural Engineering report 05/05/23	Ironbridge Engineering	1,260.00	Paid	DE	1745	000734
23/05/2023	Balustrades report	Ironbridge Engineering	520.00	Paid	DE	1765	000743
			<u>\$82,631.50</u>				

Loan Interest 259550

30/11/2022	Loan Interest 01/06/22	1,324.88	Jnl	6342
30/11/2022	Loan Interest 01/09/22	1,355.94	Jnl	6349
30/11/2022	Loan Interest 01/11/22	1,483.60	Jnl	6353
30/11/2022	Loan Interest 01/7/22	1,190.98	Jnl	6345
30/11/2022	Loan Interest 01/8/22	1,271.61	Jnl	6347
30/11/2022	Loan Interest 30/9/22	1,317.58	Jnl	6351
01/12/2022	Loan Interest 01/12/22	1,386.23	Jnl	6762
30/12/2022	Loan Interest 30/12/22	1,350.67	Jnl	6764
01/02/2023	Loan interest 01/02/23	1,526.78	Jnl	6766
01/03/2023	Loan interest 01/03/23	1,303.96	Jnl	6768
31/03/2023	Loan interest 31/03/23	1,414.76	Jnl	6770
01/05/2023	Loan Interest 01/05/23	1,452.11	Jnl	6772
		<u>\$16,379.10</u>		

Loan Repayment 259600

01/06/2022	Bank rec adjustment for direct charge	Direct charge	1,324.88	Paid	Oth	121
01/06/2022	Bank rec adjustment for direct charge	Direct charge	2,210.32	Paid	Oth	122
01/07/2022	Loan Repayment	Direct charge	1,190.98	Paid	Oth	125
01/07/2022	Loan Repayment	Direct charge	2,344.22	Paid	Oth	126
01/08/2022	Loan Repayment	Direct charge	1,271.61	Paid	Oth	129
01/08/2022	Loan Repayment	Direct charge	2,308.87	Paid	Oth	130
01/09/2022	Loan repayment	Direct charge	1,355.94	Paid	Oth	133
01/09/2022	Loan repayment	Direct charge	2,270.81	Paid	Oth	134
30/09/2022	Loan Repayment	Direct charge	1,317.58	Paid	Oth	137
30/09/2022	Loan Repayment	Direct charge	2,355.54	Paid	Oth	138
01/11/2022	Loan Repayment	Direct charge	1,483.60	Paid	Oth	141
01/11/2022	Loan Repayment	Direct charge	2,210.68	Paid	Oth	142

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
30/11/2022	Loan Interest 30/9/22		(1,317.58)		Jnl	6351	
30/11/2022	Principal to 01/11/22		(2,210.68)		Jnl	6352	
30/11/2022	Loan Interest 01/11/22		(1,483.60)		Jnl	6353	
30/11/2022	Principal to 01/9/22		(2,270.81)		Jnl	6348	
30/11/2022	Loan Interest 01/09/22		(1,355.94)		Jnl	6349	
30/11/2022	Principal to 01/8/22		(2,308.87)		Jnl	6346	
30/11/2022	Loan Interest 01/8/22		(1,271.61)		Jnl	6347	
30/11/2022	Adjust to Principal to 30/9/22		(0.30)		Jnl	6354	
30/11/2022	Principal to 30/9/22		(2,355.24)		Jnl	6350	
30/11/2022	Loan Interest 01/06/22		(1,324.88)		Jnl	6342	
30/11/2022	Principal to 01/6/22		(2,210.32)		Jnl	6343	
30/11/2022	Principal to 01/7/22		(2,344.22)		Jnl	6344	
30/11/2022	Loan Interest 01/7/22		(1,190.98)		Jnl	6345	
01/12/2022	Loan Repayment	Direct charge	1,386.23	Paid	Oth		145
01/12/2022	Loan Repayment	Direct charge	2,308.05	Paid	Oth		146
01/12/2022	Principal to 01/12/22		(2,308.05)		Jnl	6763	
01/12/2022	Loan Interest 01/12/22		(1,386.23)		Jnl	6762	
30/12/2022	Loan Interest 30/12/22		(1,350.67)		Jnl	6764	
30/12/2022	Principal to 30/12/2022		(2,366.73)		Jnl	6765	
30/12/2022	Loan Repayment	Direct charge	1,350.67	Paid	Oth		149
30/12/2022	Loan Repayment	Direct charge	2,366.73	Paid	Oth		150
01/02/2023	Loan Repayment	Direct charge	1,526.78	Paid	Oth		154
01/02/2023	Loan Repayment	Direct charge	2,190.62	Paid	Oth		155
01/02/2023	Loan interest 01/02/23		(1,526.78)		Jnl	6766	
01/02/2023	Principal to 01/02/23		(2,190.62)		Jnl	6767	
01/03/2023	Loan interest 01/03/23		(1,303.96)		Jnl	6768	
01/03/2023	Principal to 01/03/23		(2,413.44)		Jnl	6769	
01/03/2023	Loan Repayment	Direct charge	1,303.96	Paid	Oth		158
01/03/2023	Loan Repayment	Direct charge	2,413.44	Paid	Oth		159
31/03/2023	Loan Repayment	Direct charge	1,414.76	Paid	Oth		162
31/03/2023	Loan Repayment	Direct charge	2,344.52	Paid	Oth		163
31/03/2023	Loan interest 31/03/23		(1,414.76)		Jnl	6770	
31/03/2023	Principal to 31/03/23		(2,344.52)		Jnl	6771	
01/05/2023	Loan Interest 01/05/23		(1,452.11)		Jnl	6772	
01/05/2023	Principal to 01/05/23		(2,307.17)		Jnl	6773	
01/05/2023	Loan Repayment	Direct charge	1,452.11	Paid	Oth		166
01/05/2023	Loan Repayment	Direct charge	2,307.17	Paid	Oth		167
			\$0.00				
Maint Bldg--Electrical 264800							
11/11/2022	replace garage lights with scissor lift	CC Switched On Electrics	4,071.82	Paid	DE	22	000635
			\$4,071.82				
Maint Bldg--Exhaust/Ventilation Systems 265600							
27/06/2022	Reimbursement of Air Conditoner U101	Jennifer Bell	2,181.82	Paid	DE		000560
20/02/2023	Recommission aircon U107/68	High Demand Electrical	700.00	Paid	DE	2417	000691

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
			\$2,881.82				
Maint Bldg--Fencing 265700							
31/01/2023	Fire door cage in garage	Rod's Fencing	4,290.00	Paid	DE	195	000675
			\$4,290.00				
Maint Bldg--Fire Protection 265800							
01/07/2022	fire garage door magnets	Abate Fire Protection	600.00	Paid	DE	21115	000566
01/08/2022	Inspect Mechancial air shaft & repair	Abate Fire Protection	8,270.00	Paid	DE	21427	000584
09/08/2022	Replace fire panel	Abate Fire Protection	14,820.00	Paid	DE	21523	000588
16/09/2022	Fire rating mech. shaft	Abate Fire Protection	16,000.00	Paid	DE	21748	000611
17/10/2022	Gyprock patching - cosmetic	Abate Fire Protection	14,500.00	Paid	DE	22206	000626
17/10/2022	Gyprock Patching & variation Block A Hebel block	Abate Fire Protection	17,500.00	Paid	DE	22207	000626
21/10/2022	Gyprock foyer fire stopping areas	Abate Fire Protection	12,100.00	Paid	DE	22216	000626
21/10/2022	Penetration repairs	Abate Fire Protection	3,160.00	Paid	DE	22215	000626
11/11/2022	Vermiculite spray	All Passive Services	45,426.00	Paid	DE	4775	000633
05/12/2022	Smoke alarm & fire repairs	Abate Fire Protection	10,045.00	Paid	DE	22644	000648
19/12/2022	Vermiculite patching	Abate Fire Protection	1,922.73	Paid	DE	22777	000648
19/12/2022	Fire stopping 53 Merton	Abate Fire Protection	12,000.00	Paid	DE	22776	000648
20/01/2023	Pump room fire door	Abate Fire Protection	1,200.00	Paid	DE	22964	000671
18/04/2023	Signage, Door Mech, 103/51M fire spray	Abate Fire Protection	1,500.00	Paid	DE	23852	000718
01/05/2023	Supply evacuation plans	First 5 Minutes Pty Ltd	4,976.85	Paid	DE	40289	000742
			\$164,020.58				
Maint Bldg--General Replacement 267400							
05/08/2022	After hour storm response.06/7/22	Combined Building Services	4,772.95	Paid	DE	1621	000583
02/09/2022	U205 replacement of leaking shower base	ReQuest Maintenance Group	4,079.50	Paid	DE	123325	000601
01/01/2023	103/51 partial shower membrane work	SealRITE Solutions P/I	710.00	Paid	DE	104490	000661
20/02/2023	Foyer ceiling repairs 70Eton	MH Building Solutions	2,409.09	Paid	DE	2114	000686
10/03/2023	remove rubbish, repair tile steps etc	Bagmack Building Pty Ltd	3,205.00	Paid	DE	1	000698
18/04/2023	Replacement of glass 103/51 M	Greater Glass Pty Ltd	1,170.00	Paid	DE	10845	000720
01/05/2023	70 Eton tile repairs	MH Building Solutions	1,436.36	Paid	DE	2156	000726
19/05/2023	U103/51 & 503/70 Cut out ceilings	MH Building Solutions	1,427.27	Paid	DE	2213	000739
			\$19,210.17				
Maint Bldg--Plumbing & Drainage 272200							
10/06/2022	U404-104/68E Replaced downpipe	Clean Plumber	5,635.00	Paid	DE	122708	000553
05/08/2022	Burst pipe near fire hydrant 123098	Clean Plumber	2,182.82	Paid	DE	123098	000591
25/10/2022	Leak in irrigation system into garage	Clean Plumber	1,010.00	Paid	DE	123663	000629
13/02/2023	Strip drain 68 E	Mac5 Contracting	2,570.00	Paid	DE	15	000685
20/02/2023	CCTV drainage inspections	Clean Plumber	1,380.00	Paid	DE	124383	000689
			\$12,777.82				
Maint Bldg--Pumps 272400							
06/09/2022	Replace stormwater pumps	Flash Pump & Electrical	5,060.00	Paid	DE	5668	000606
10/01/2023	Replace sewer pump	Flash Pump & Electrical	1,850.00	Paid	DE	5700	000665
23/01/2023	Replace pump Merton St	Flash Pump & Electrical	1,950.00	Paid	DE	5607	000674
			\$8,860.00				

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
05/12/2022	Frames for fire signage	Kerry Craig	99.12	Paid	DE	Officeworks	000642
19/12/2022	Custom fire signs	Seton Australia	917.02	Paid	DE	9351801435	000653
19/12/2022	Additional custom fire sign	Seton Australia	49.52	Paid	DE	9351828311	000653
			\$1,065.66				
Maint Bldg--Waterproofing 275100							
02/09/2022	Temp repair works	Combined Building Services	7,503.75	Paid	DE	1639	000599
05/12/2022	Exploratory 107/68 E	Warren Lee Constructions Pty	10,857.00	Paid	DE	112	000643
22/12/2022	Additional exploratory 107/68E	Warren Lee Constructions Pty	13,415.70	Paid	DE	113	000654
23/01/2023	Deposit	Combined Building Services	45,986.37	Paid	DE	1797	000667
06/02/2023	Progress claim 1	Combined Building Services	19,460.00	Paid	DE	1811	000677
02/03/2023	Progress claim 2	Combined Building Services	26,220.00	Paid	DE	1835	000696
24/03/2023	Claim 3 waterproofing	Combined Building Services	20,245.45	Paid	DE	1850	000702
31/03/2023	Reversal of GST claimed on stamp duty INV-1797		221.71		Jnl	6669	
01/05/2023	Contract works Part Payment	Combined Building Services	63,636.36	Paid	DE	1863	000727
02/05/2023	Bal of contract works	Combined Building Services	20,188.64	Paid	DE	1863	000738
			\$227,734.98				
Maint Grounds--Tree Lopping/Removal 280000							
11/11/2022	Gum tree removal	Bob and Ben The Tree Men	1,800.00	Paid	DE	57146	000634
01/01/2023	Remove fallen gum tree	Bob and Ben The Tree Men	1,000.00	Paid	DE	57292	000657
			\$2,800.00				
Total expenses			\$546,723.45				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Income & Expenditure Statement for the financial year to 31/05/2022

The Owners - Strata Plan 85881

 Brittany, 68-70 Eton & 51-53 Merton St, Sutherland
 NSW 2232

Administrative Fund

	Current period 01/06/2021-31/05/2022	Annual budget 01/06/2021-31/05/2022	Previous year 01/06/2020-31/05/2021
Revenue			
Insurance Claims	0.00	0.00	37,494.08
Interest on Arrears--Admin	702.16	0.00	258.97
Key Payments	145.45	0.00	181.81
Levies Due (Special)--Admin	199,999.92	200,000.00	0.00
Levies Due--Admin	291,300.09	291,300.00	317,599.98
Status Certificate Fees	0.00	0.00	109.00
Strata Roll Inspection Fees	62.00	0.00	155.00
<i>Total revenue</i>	<u>492,209.62</u>	<u>491,300.00</u>	<u>355,798.84</u>
Less expenses			
Admin--Accounting	540.91	500.00	304.54
Admin--Agent Disbursements	3,945.36	3,950.00	3,945.36
Admin--Auditors--Audit Services	680.00	650.00	0.00
Admin--Auditors--BAS/Taxation Services	440.00	1,000.00	880.00
Admin--Bank Charges--Account Fees	48.65	100.00	63.15
Admin--Bank Charges--With GST	369.09	300.00	270.44
Admin--Contractor Compliance	84.00	100.00	83.00
Admin--Legal Fees	93,835.28	200,000.00	0.00
Admin--Management Fees--Additional Services	34,457.42	30,000.00	23,764.84
Admin--Management Fees--Standard	11,462.40	11,700.00	11,057.85
Admin--Registration/License/Permit Fees	0.00	0.00	71.82
Admin--Status Certificate Fees Paid	0.00	0.00	109.00
Admin--Strata Inspection Fees Paid	62.00	0.00	155.00
Admin--Telephone Charges	666.14	500.00	478.96
Insurance--Claims Paid	0.00	0.00	37,395.08
Insurance--Excesses	0.00	5,000.00	2,500.00
Insurance--Premiums	74,859.69	70,000.00	58,268.37
Insurance--Valuation	0.00	0.00	489.09
Maint Bldg--Cleaning	34,880.00	34,000.00	31,558.64
Maint Bldg--Doors & Windows	943.63	0.00	1,140.01
Maint Bldg--Electrical	900.91	2,000.00	280.00
Maint Bldg--Exhaust/Ventilation Systems	337.50	0.00	0.00
Maint Bldg--Fire Contract	7,917.50	4,500.00	3,775.00
Maint Bldg--Fire Repairs	2,542.38	5,000.00	2,625.00
Maint Bldg--Garage Doors	0.00	0.00	240.00
Maint Bldg--General Repairs	660.30	5,000.00	1,504.78
Maint Bldg--Intercom	580.00	0.00	205.00

Administrative Fund

	Current period	Annual budget	Previous year
	01/06/2021-31/05/2022	01/06/2021-31/05/2022	01/06/2020-31/05/2021
Maint Bldg--Lift--Maintenance Contract	23,419.84	23,000.00	22,660.00
Maint Bldg--Lift--Repairs	845.00	0.00	0.00
Maint Bldg--Locks, Keys & Card Keys	3,827.26	2,000.00	2,996.30
Maint Bldg--Pest/Vermin Control	853.63	0.00	534.54
Maint Bldg--Plumbing & Drainage	3,357.63	5,000.00	5,785.37
Maint Bldg--Pumps	1,300.00	1,000.00	0.00
Maint Bldg--Roof	0.00	0.00	1,345.45
Maint Bldg--TV Antenna & Cables	0.00	1,000.00	872.27
Maint Grounds--Lawns & Gardening	7,092.27	7,500.00	6,452.73
Maint Grounds--Tree Lopping/Removal	174.00	0.00	0.00
Utility--Electricity	21,435.98	25,000.00	23,775.80
Utility--Water & Sewerage	21,487.62	23,000.00	21,311.28
<i>Total expenses</i>	354,006.39	461,800.00	266,898.67
Surplus/Deficit	138,203.23	29,500.00	88,900.17
Opening balance	(170.16)	(170.16)	(89,070.33)
Closing balance	\$138,033.07	\$29,329.84	-\$170.16

Capital Works Fund

	Current period 01/06/2021-31/05/2022	Annual budget 01/06/2021-31/05/2022	Previous year 01/06/2020-31/05/2021
Revenue			
Interest on Arrears--Capital Works	239.10	0.00	83.63
Levies Due (Special)--Capital Works	41,697.24	41,697.20	20,848.62
Levies Due--Capital Works	107,209.04	107,210.00	80,909.20
<i>Total revenue</i>	149,145.38	148,907.20	101,841.45
Less expenses			
Admin--Bank Charges--Account Fees	0.00	0.00	600.00
Admin--Consultants	55,056.25	0.00	243,063.24
Admin--Legal Fees	0.00	0.00	11,178.35
Loan Interest	15,589.61	16,200.00	2,529.50
Maint Bldg--Doors & Windows	0.00	0.00	5,272.73
Maint Bldg--Electrical	4,880.00	0.00	13,857.72
Maint Bldg--Exhaust/Ventilation Systems	0.00	0.00	5,808.00
Maint Bldg--Fire Protection	4,837.36	0.00	44,877.75
Maint Bldg--Garage Doors	0.00	0.00	580.00
Maint Bldg--General Replacement	2,488.00	0.00	26,325.55
Maint Bldg--Intercom Replacement	0.00	0.00	1,050.00
Maint Bldg--Lift--Refurbishment/Upgrading	13,025.30	0.00	0.00
Maint Bldg--Plumbing & Drainage	1,449.24	0.00	12,189.40
Maint Bldg--Roof	1,768.18	0.00	2,163.64
Maint Bldg--Waterproofing	1,856.98	0.00	77,379.42
Maint Grounds--Landscaping	0.00	0.00	6,245.45
Maint Grounds--Tree Lopping/Removal	800.00	0.00	0.00
<i>Total expenses</i>	101,750.92	16,200.00	453,120.75
Surplus/Deficit	47,394.46	132,707.20	(351,279.30)
Opening balance	(183,975.15)	(183,975.15)	167,304.15
Closing balance	-\$136,580.69	-\$51,267.95	-\$183,975.15

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
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Capital Works Fund

Admin--Consultants 264200

03/06/2021	Project Manager May 21	The Project Studio	1,295.00	Paid	DE	936	000395
21/06/2021	Dec 20 Project Management	The Project Studio	10,221.25	Paid	DE	880	000398
26/07/2021	Claim 22/7/21	G.R. Bush & Partners	8,000.00	Paid	DE	283	000409
09/09/2021	Fire Consulting & attend meetings	Credwell Consulting	3,425.00	Paid	DE	4075	000429
20/09/2021	Feasibility Study Report	Environet Consultancy Pty Ltd	5,250.00	Paid	DE	23348	000435
01/11/2021	Consulting on fire defects	Credwell Consulting	2,087.50	Paid	DE	4267	000450
15/11/2021	Enviromental noise assessment	Day Design Pty Ltd	2,250.00	Paid	DE	9903	000457
23/11/2021	Fire consulting for AFSS	Credwell Consulting	5,440.00	Paid	DE	4328	000461
20/12/2021	Fire Consulting Dec 21	Credwell Consulting	1,712.50	Paid	DE	4493	000474
04/04/2022	Fire Consultant March	Credwell Consulting	187.50	Paid	DE	4847	000517
05/04/2022	Fire engineering March	Holmes Fire LP	11,250.00	Paid	DE	144429.00/1	000518
06/05/2022	Fire engineering April	Holmes Fire LP	3,937.50	Paid	DE	144429.00/2	000535

\$55,056.25

Loan Interest 259550

06/12/2021	Loan Interest 01/11/21	1,344.63	Jnl	5009
06/12/2021	Loan Interest 01/10/21	1,314.76	Jnl	5008
06/12/2021	Loan Interest 30/7/21	1,296.29	Jnl	5006
06/12/2021	Loan Interest 1/09/21	1,460.12	Jnl	5007
06/12/2021	Loan Interest 01/6/21	1,337.16	Jnl	5004
06/12/2021	Loan Interest to July 21	1,354.27	Jnl	5005
12/05/2022	Loan Interest to 01/12/21	1,287.93	Jnl	5273
12/05/2022	Loan interest to 31/12/21	1,274.26	Jnl	5274
12/05/2022	Loan Interest 29/4/22	1,137.74	Jnl	5278
12/05/2022	Loan interest 01/04/22	1,273.85	Jnl	5277
12/05/2022	Loan interest To Feb 22	1,344.56	Jnl	5275
12/05/2022	Loan interest 01/03/22	1,164.04	Jnl	5276

\$15,589.61

Loan Repayment 259600

01/06/2021	Loan Repayment	Direct charge	1,337.16	Paid	Oth	71
01/06/2021	Loan Repayment	Direct charge	2,198.04	Paid	Oth	72
01/07/2021	Loan Repayment	Direct charge	1,354.27	Paid	Oth	75
01/07/2021	Loan Repayment	Direct charge	2,180.93	Paid	Oth	76
30/07/2021	Loan Repayment	Direct charge	1,296.29	Paid	Oth	79
30/07/2021	Loan Repayment	Direct charge	2,238.91	Paid	Oth	80
01/09/2021	Loan Repayment	Direct charge	1,460.12	Paid	Oth	85
01/09/2021	Loan Repayment	Direct charge	2,075.08	Paid	Oth	86
01/10/2021	Loan Repayment	Direct charge	1,314.76	Paid	Oth	89
01/10/2021	Loan Repayment	Direct charge	2,220.44	Paid	Oth	90
01/11/2021	Loan Repayment	Direct charge	1,344.63	Paid	Oth	93
01/11/2021	Loan Repayment	Direct charge	2,190.57	Paid	Oth	94
01/12/2021	Loan repayment	Direct charge	1,287.93	Paid	Oth	97
01/12/2021	Loan repayment	Direct charge	2,247.27	Paid	Oth	98

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Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
06/12/2021	Loan Interest 30/7/21		(1,296.29)		Jnl	5006	
06/12/2021	Loan Interest to July 21		(1,354.27)		Jnl	5005	
06/12/2021	Principal to 01/6/21		(2,198.04)		Jnl	4998	
06/12/2021	Principal to 01/7/21		(2,180.93)		Jnl	4999	
06/12/2021	Principal to 31/7/21		(2,238.91)		Jnl	5000	
06/12/2021	Principal 01/9/21		(2,075.08)		Jnl	5001	
06/12/2021	Principal to 01/10/21		(2,220.44)		Jnl	5002	
06/12/2021	Principal to 01/11/21		(2,190.57)		Jnl	5003	
06/12/2021	Loan Interest 01/6/21		(1,337.16)		Jnl	5004	
06/12/2021	Loan Interest 01/10/21		(1,314.76)		Jnl	5008	
06/12/2021	Loan Interest 1/09/21		(1,460.12)		Jnl	5007	
06/12/2021	Loan Interest 01/11/21		(1,344.63)		Jnl	5009	
31/12/2021	Loan Repayment	Direct charge	1,274.26	Paid	Oth		101
31/12/2021	Loan Repayment	Direct charge	2,260.94	Paid	Oth		102
01/01/2022	Bank rec adjustment for direct charge	Direct charge	1,273.86	Paid	Oth		113
01/01/2022	Bank rec adjustment for direct charge	Direct charge	2,261.34	Paid	Oth		114
01/02/2022	Bank rec adjustment for direct charge	Direct charge	1,344.55	Paid	Oth		105
01/02/2022	Bank rec adjustment for direct charge	Direct charge	2,190.65	Paid	Oth		106
01/03/2022	Bank rec adjustment for direct charge	Direct charge	1,164.04	Paid	Oth		109
01/03/2022	Bank rec adjustment for direct charge	Direct charge	2,371.16	Paid	Oth		110
29/04/2022	Loan Repayment	Direct charge	1,137.74	Paid	Oth		117
29/04/2022	Loan Repayment	Direct charge	2,397.46	Paid	Oth		118
12/05/2022	Principal to 01/12/21		(2,247.27)		Jnl	5279	
12/05/2022	Principal to 31/12/21		(2,260.94)		Jnl	5280	
12/05/2022	Principal to 01/2/22		(2,190.65)		Jnl	5281	
12/05/2022	Principal to 01/3/22		(2,371.16)		Jnl	5282	
12/05/2022	Principal to 01/4/22		(2,261.34)		Jnl	5283	
12/05/2022	Principal to 29/4/22		(2,397.46)		Jnl	5284	
12/05/2022	Loan interest to 31/12/21		(1,274.26)		Jnl	5274	
12/05/2022	Loan interest To Feb 22		(1,344.56)		Jnl	5275	
12/05/2022	Loan Interest to 01/12/21		(1,287.93)		Jnl	5273	
12/05/2022	Loan interest 01/04/22		(1,273.85)		Jnl	5277	
12/05/2022	Loan interest 01/03/22		(1,164.04)		Jnl	5276	
12/05/2022	Loan Interest 29/4/22		(1,137.74)		Jnl	5278	
			\$0.00				
Maint Bldg--Electrical 264800							
16/05/2022	Replace garage lights	CC Switched On Electrics	4,880.00	Paid	DE	4495	000538
			\$4,880.00				
Maint Bldg--Equipment Purchases 265400							
02/05/2022	Lot 34: Cr Keys purchased		40.15		Jnl	5268	
31/05/2022	Tranfer to admin account keys paid		(40.15)		Jnl	5402	
			\$0.00				
Maint Bldg--Fire Protection 265800							
20/09/2021	61 fire blankets	Southern Strata Management	415.91	Paid	DE	207204699	000428

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
01/10/2021	Transfer fire extinguishers from Admin account		3,155.45		Jnl	4941	
07/10/2021	Fire alarm install 502/53M repair all L5	2020 Fire	1,266.00	Paid	DE	6865	000440
			<u>\$4,837.36</u>				
	Maint Bldg--General Replacement 267400						
11/04/2022	Dual path Lift emergency phone solution	Connected Buildings Pty Ltd	2,488.00	Paid	DE	31189	000523
			<u>\$2,488.00</u>				
	Maint Bldg--Lift--Refurbishment/Upgrading 270204						
17/06/2021	Isolate the lift for engineers 25/3	Schindler Lifts Australia Pty	1,400.00	Paid	DE	4686620650	000397
25/11/2021	Access for building engineers 10/11	Schindler Lifts Australia Pty	1,400.00	Paid	DE	4686623871	000467
10/02/2022	Water damage repairs	Schindler Lifts Australia Pty	9,645.30	Paid	DE	4686624869	000493
10/05/2022	Lift repairs 13/01/22 53M	Schindler Lifts Australia Pty	580.00	Paid	DE	4688169808	000536
			<u>\$13,025.30</u>				
	Maint Bldg--Plumbing & Drainage 272200						
21/10/2021	101&501/53M Blocked drain	Clean Plumber	1,449.24	Paid	DE	121193	000443
			<u>\$1,449.24</u>				
	Maint Bldg--Roof 272800						
01/02/2022	Roof leak repairs	MH Building Solutions	1,768.18	Paid	DE	1903	000492
			<u>\$1,768.18</u>				
	Maint Bldg--Waterproofing 275100						
29/11/2021	Water damage repairs 101/53 M	Advanced Buildings	1,856.98	Paid	DE	47778	000465
			<u>\$1,856.98</u>				
	Maint Grounds--Tree Lopping/Removal 280000						
29/03/2022	Remove fallen tree branches	Bob and Ben The Tree Men	800.00	Paid	DE	56515	000514
			<u>\$800.00</u>				
		Total expenses	\$101,750.92				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Income & Expenditure Statement for the financial year to 31/05/2021

The Owners - Strata Plan 85881

 Britany, 68-70 Eton & 51-53 Merton St Sutherland
 NSW 2232

Administrative Fund

	Current period 01/08/2020-31/05/2021	Annual budget 01/08/2020-31/05/2021	Previous year 01/08/2019-31/05/2020
Revenue			
Insurance Claims	37,484.06	0.00	24,875.54
Interest on Arrears--Admin	258.97	0.00	1,111.18
Key Payments	181.81	0.00	370.00
Legal & Debt Collection Recovery	0.00	0.00	354.54
Levies Due (Special)--Admin	0.00	0.00	45,454.45
Levies Due--Admin	317,598.98	317,598.88	322,298.96
Status Certificate Fees	108.00	0.00	227.00
Strata Roll Inspection Fees	155.00	0.00	124.00
Total revenue	355,798.84	317,598.88	395,115.68
Less expenses			
Admin--Accounting	204.54	500.00	272.72
Admin--Agent Disbursements	3,945.36	3,950.00	4,227.18
Admin--Auditors--Audit Services	0.00	650.00	0.00
Admin--Auditors--BAS/Taxation Services	880.00	400.00	320.00
Admin--Bank Charges--Account Fees	63.15	100.00	57.65
Admin--Bank Charges--With GST	270.44	300.00	269.08
Admin--Consultants	0.00	0.00	52,524.54
Admin--Contractor Compliance	83.00	85.00	82.00
Admin--Legal & Debt Collection Fees	0.00	0.00	672.64
Admin--Legal Fees	0.00	0.00	3,434.55
Admin--Management Fees--Additional Services	23,764.84	15,000.00	11,407.42
Admin--Management Fees--Standard	1,057.85	11,100.00	10,735.81
Admin--Other Expenses--Admin	0.00	250.00	207.43
Admin--Registration/License/Permit Fees	71.82	250.00	260.91
Admin--Status Certificate Fees Paid	108.00	0.00	327.00
Admin--Strata Inspection Fees Paid	155.00	0.00	155.00
Admin--Telephone Charges	478.96	600.00	1,147.26
Insurance--Claims Paid	37,395.06	0.00	27,475.54
Insurance--Excesses	2,500.00	5,000.00	0.00
Insurance--Premiums	58,268.37	45,000.00	37,691.64
Insurance--Valuation	458.08	700.00	0.00
Maint Bldg--Cleaning	31,358.64	34,000.00	32,955.38
Maint Bldg--Doors & Windows	1,140.01	1,000.00	631.00
Maint Bldg--Electrical	280.00	3,000.00	2,006.23
Maint Bldg--Exhaust/Ventilation Systems	0.00	2,500.00	2,567.25
Maint Bldg--Fire Contract	3,775.00	5,000.00	4,415.00
Maint Bldg--Fire Repairs	2,625.00	5,000.00	5,103.70

Administrative Fund

	Current period	Annual budget	Previous year
	01-05-2020-31-05-2021	01-05-2020-31-05-2021	01-05-2019-31-05-2020
Maint Bldg--Garage Doors	240.00	1,000.00	855.00
Maint Bldg--General Repairs	1,504.78	5,000.00	3,962.80
Maint Bldg--Intercom	205.00	1,500.00	1,253.64
Maint Bldg--Lift--Maintenance Contract	22,660.00	23,000.00	22,171.09
Maint Bldg--Lift--Registration Fees	0.00	100.00	78.50
Maint Bldg--Locks, Keys & Card Keys	2,996.30	3,000.00	1,762.38
Maint Bldg--Pest/Vermmin Control	534.54	2,000.00	1,676.18
Maint Bldg--Plumbing & Drainage	5,785.37	5,000.00	4,054.40
Maint Bldg--Pumps	0.00	1,000.00	0.00
Maint Bldg--Roof	1,343.45	1,000.00	254.55
Maint Bldg--Security Alarm Equipment	0.00	500.00	0.00
Maint Bldg--Tv Antenna & Cables	872.27	1,000.00	1,007.27
Maint Grounds--Gardening Materials	0.00	500.00	212.98
Maint Grounds--Lawns & Gardening	8,452.73	7,500.00	7,930.00
Utility--Electricity	23,775.80	27,500.00	26,347.54
Utility--Water & Sewerage	21,311.26	17,000.00	15,576.23
<i>Total expenses</i>	<u>266,898.67</u>	<u>230,995.00</u>	<u>286,091.45</u>
Surplus/Deficit	<u>88,903.17</u>	<u>98,604.89</u>	<u>109,024.23</u>
Opening balance	(89,070.33)	(89,070.33)	(* 98,094.56)
Closing balance	<u>-\$170.16</u>	<u>-\$2,465.44</u>	<u>-\$89,070.33</u>

Capital Works Fund

	Note	Current period 01-05-2020-31-05-2021	Annual budget 01-05-2020-31-05-2021	Previous year 01-05-2019-31-05-2020
Revenue				
Interest on Arrears--Capital Works		83.63	0.00	421.49
Levies Due (Special)--Capital Works		20,646.62	0.00	0.00
Levies Due--Capital Works		80,909.20	80,909.08	71,248.84
Total revenue		101,641.45	80,909.08	71,671.33
Less expenses				
Admin--Bank Charges--Account Fees		600.00	0.00	0.00
Admin--Consultants		243,063.24	0.00	21,104.83
Admin--Legal Fees	4	1,178.35	0.00	0.00
Loan Interest		2,529.50	0.00	0.00
Maint Bldg--Doors & Windows		5,272.73	0.00	1,500.00
Maint Bldg--Electrical		13,857.72	5,000.00	4,714.27
Maint Bldg--Exhaust/Ventilation Systems		5,808.00	0.00	0.00
Maint Bldg--Fire Protection		44,677.75	10,000.00	33,952.67
Maint Bldg--Garage Doors		580.00	0.00	1,462.00
Maint Bldg--General Replacement		26,325.55	5,000.00	4,453.64
Maint Bldg--Intercom Replacement		1,050.00	0.00	0.00
Maint Bldg--Painting & Surface Finishes		0.00	0.00	6,455.46
Maint Bldg--Plumbing & Drainage		12,189.40	0.00	7,350.00
Maint Bldg--Roof		2,153.64	0.00	11,259.09
Maint Bldg--Waterproofing		77,379.42	0.00	51,054.97
Maint Grounds--Landscaping		6,245.45	0.00	0.00
Total expenses		453,120.75	20,000.00	143,207.13
Surplus/Deficit		(351,279.30)	60,909.08	(71,035.80)
Opening balance		167,304.15	167,304.15	238,939.95
Closing balance		-\$183,975.15	\$228,213.24	\$167,304.15

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
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Capital Works Fund

Admin--Consultants 264200

28/02/2020	Progress Claim1 101/53M	Network Construction	7,000.00	Paid	DE	1B	000144
12/03/2020	Fire Consultant	Building & Fire Surveying	1,837.73	Paid	DE	47/2019-1	000142
12/03/2020	Fire Consulting Feb 2020	Building & Fire Surveying	7,528.77	Paid	DE	47/2019-2	000142
26/03/2020	Short payment of Invoice 47/2019/1	Building & Fire Surveying	727.27	Paid	DE	47/2019/1	000148
02/04/2020	Fire inspection report (part payment)	G.R. Bush & Partners	1,880.00	Paid	DE	191	000157
08/04/2020	March 20 Fire Fees	Building & Fire Surveying	9,262.50	Paid	DE	47/2019-3	000162
05/05/2020	Mechanical Engineering	Engineered Environments	4,500.00	Paid	DE	5570	000173
07/05/2020	April Fire consulting	Building & Fire Surveying	712.50	Paid	DE	47/2019-4	000174
21/05/2020	Engineering report 101/53 M	RHM Consultants	1,800.00	Paid	DE	68191	000183
31/05/2020	Accrual RHM Waterproofing paid in 1/7/20		5,900.00		Jnl	3003	
31/05/2020	Build. & Fire surveying consulting Accrual		25,410.60		Jnl	3005	
31/05/2020	Transfer special levy expenditure to Capital works		(45,454.54)		Jnl	3007	
			<u>\$21,104.83</u>				

Maint Bldg--Doors & Windows 264600

15/04/2020	U301/51M - Wlndow leak repair works	MH Building Solutions	1,500.00	Paid	DE	1218	000160
			<u>\$1,500.00</u>				

Maint Bldg--Electrical 264800

13/06/2019	Reimbursement To Levies D Demarco	David DeMarco	518.18	Paid	DE		000018
13/06/2019	Reimbursement Electrical works	David DeMarco	2,926.09	Paid	DE		000019
15/10/2019	Carpark Light repairs	CC Switched On Electrics	1,270.00	Paid	DE	49	000071
			<u>\$4,714.27</u>				

Maint Bldg--Fire Protection 265800

02/08/2019	Emergency Lights Replaced and Tested	CC Switched On Electrics	3,828.00	Paid	DE	58	000041
27/09/2019	Repairs to Emergency Lighting	CC Switched On Electrics	2,586.00	Paid	DE	4	000064
15/10/2019	Replacement of Clipsall 240 V Smoke Alarms	CC Switched On Electrics	2,700.00	Paid	DE	48	000071
15/10/2019	Fire Upgrades- Repairs	All Passive Services	9,320.00	Paid	DE	1404	000072
01/11/2019	Destructive testing of fire stairs	2020 Fire	934.87	Paid	DE	16591	000080
04/12/2019	Fire compliance claim 1	2020 Fire	6,244.00	Paid	DE	16913	000102
18/03/2020	R & R exit & Emergency lights over two days	CC Switched On Electrics	2,370.00	Paid	DE	99	000145
20/04/2020	Vermiculite spray	All Passive Services	2,472.73	Paid	DE	1573	000161
11/05/2020	Destructive testing for fire		3,250.00	Paid	Inv	13/3/20	
20/05/2020	Rectification of damaged beams at Eaton Street Sut	All Passive Services	247.27	Paid	DE	1573	000178
			<u>\$33,952.87</u>				

Maint Bldg--Garage Doors 266600

08/11/2019	Replaced bearings in garage door	Express Door Services Pty	1,462.00	Paid	DE	17439	000084
			<u>\$1,462.00</u>				

Maint Bldg--General Replacement 267400

24/10/2019	Replace 2 Lift Mirrors	Express Glass	1,590.00	Paid	DE	TI-206316	000074
15/04/2020	U502 Balcony ceiling repairs	MH Building Solutions	2,863.64	Paid	DE	1214	000160
			<u>\$4,453.64</u>				

The Owners - Strata Plan 85881

Brittany, 68-70 Eton & 51-53 Merton St,
Sutherland NSW 2232

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
Maint Bldg--Painting & Surface Finishes 271600							
05/06/2019	Refund		(3,999.09)		Rct	62	
13/06/2019	Block A & C Foyer painting remibursement	David DeMarco	10,454.55	Paid	DE		000019
			<u>\$6,455.46</u>				
Maint Bldg--Plumbing & Drainage 272200							
25/06/2019	Pump Replacement	Flash Pump & Electrical	3,650.00	Paid	DE	5476	000027
11/05/2020	WO: Flash Pump (Dragan) - pump repairs	Flash Pump & Electrical	3,700.00	Paid	DE	5372	000170
			<u>\$7,350.00</u>				
Maint Bldg--Roof 272800							
16/07/2019	Level 4 Access hatch for main roof	Built Remedial Services	9,450.00	Paid	DE	675	000039
10/10/2019	Roofing Repairs U101	APT Roofing Pty Ltd	290.91	Paid	DE	11519	000069
18/03/2020	Roof Flashing work 109/68E	MH Building Solutions	1,518.18	Paid	DE	1174	000146
20/05/2020	Water leak Repairs to U1 - Pay 46002	SP46002	1,590.91	Cancel	DE	1237 MH Buildin	000177
20/05/2020	Cancelled: Water leak Repairs to U1 - Pay 46002	SP46002	(1,590.91)	Cancel	Can	1237 MH Buildin	000177
			<u>\$11,259.09</u>				
Maint Bldg--Waterproofing 275100							
29/01/2020	Flood Test 201/68 Eton	Network Construction	1,000.00	Paid	DE	28/1/20	000121
18/02/2020	Flood Test Investigation - all units	Network Construction	4,190.00	Paid	DE	Claim 2	000123
15/04/2020	Grey external tiles 101/53m	Amber Southern Highlands	4,024.97	Paid	DE	302004	000153
11/05/2020	Flood test 201/68 E & 101/53 M		2,500.00	Paid	Inv	24/2/20	
11/05/2020	Water penetration various units		300.00	Paid	Inv	13/3/20	
11/05/2020	Water penetration various units		3,440.00	Paid	Inv	24/2/20	
20/05/2020	101 & 201/68 Eton water pen	Network Construction	9,000.00	Paid	DE	12.05.20	000182
20/05/2020	Claim 2 101/53M	Network Construction	26,600.00	Paid	DE	2B	000182
			<u>\$51,054.97</u>				
Total expenses			\$143,307.13				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Income & Expenditure Statement for the financial year to 31/05/2020

The Owners - Strata Plan 85881

 Britlany, 68-70 Eton & 51-53 Merton St. Sutherland
 NSW 2232

Administrative Fund

	Note	Current period 01/06/2019-31/05/2020	Annual budget 01/06/2019-31/05/2020	Previous year 01/06/2018-31/05/2019
Revenue				
Insurance Claims		24,975.54	0.00	3,636.36
Interest on Arrears--Admin		1,111.19	0.00	1,089.65
Key Payments		370.00	0.00	0.00
Legal & Debt Collection Recovery		354.54	0.00	0.00
Levies Due (Special)--Admin	7	45,454.45	0.00	0.00
Levies Due--Admin		322,398.96	317,539.58	220,448.60
Prior Period GST Revenue Adjustment-Admin		0.00	0.00	2,963.27
Status Certificate Fees		327.00	0.00	0.00
Strata Roll Inspection Fees		124.00	0.00	31.00
Total revenue		395,115.66	317,539.58	228,168.88
Less expenses				
Admin--Accounting		272.72	0.00	60.00
Admin--Agent Disbursements		4,227.16	3,950.00	3,581.92
Admin--Auditors--BAS/Taxation Services		320.00	500.00	390.00
Admin--Bank Charges--Account Fees		57.85	100.00	15.77
Admin--Bank Charges--With GST		269.08	100.00	26.36
Admin--Consultants		52,524.54	2,500.00	0.00
Admin--Contractor Compliance		82.00	95.00	0.00
Admin--Executive Committee Expenses		0.00	0.00	442.00
Admin--Legal & Debt Collection Fees		672.64	0.00	(30.00)
Admin--Legal Fees		3,434.55	5,000.00	738.31
Admin--Management Fees--Additional Services		11,407.42	7,000.00	20.00
Admin--Management Fees--Standard		10,735.81	10,710.00	9,142.42
Admin--Other Expenses--Admin		207.43	250.00	0.00
Admin--Registration/License/Permit Fees		260.91	300.00	0.00
Admin--Status Certificate Fees Paid		327.00	0.00	0.00
Admin--Strata Inspection Fees Paid		155.00	0.00	0.00
Admin--Telephone Charges		1,147.26	1,000.00	588.84
Insurance--Claims Paid		27,475.54	0.00	0.00
Insurance--Premiums		37,691.64	45,000.00	39,906.04
Insurance--Valuation		0.00	800.00	0.00
Maint Bldg--Cleaning		32,955.36	32,000.00	32,670.00
Maint Bldg--Doors & Windows		631.00	500.00	0.00
Maint Bldg--Electrical		2,006.23	4,000.00	505.45
Maint Bldg--Electrical Lamps & Tubes		0.00	0.00	3,374.46
Maint Bldg--Exhaust/Ventilation Systems		2,587.25	2,500.00	0.00
Maint Bldg--Fire Contract		4,415.00	4,000.00	0.00

Administrative Fund

	Current period	Annual budget	Previous year
	01/08/2019-31/05/2020	01/08/2019-31/05/2020	01/08/2018-31/05/2019
Maint Bldg--Fire Repairs	5,103.70	5,000.00	10,203.00
Maint Bldg--Garage Doors	855.00	1,000.00	5,860.00
Maint Bldg--General Repairs	3,862.80	5,000.00	34,386.55
Maint Bldg--Intercom	1,253.84	500.00	627.00
Maint Bldg--Lift--Maintenance Contract	22,171.09	24,000.00	37,431.83
Maint Bldg--Lift--Registration Fees	78.50	100.00	0.00
Maint Bldg--Locks, Keys & Card Keys	1,762.36	1,000.00	176.37
Maint Bldg--Pest/Vermin Control	1,676.16	3,460.00	896.36
Maint Bldg--Plumbing & Drainage	4,054.40	2,500.00	37,923.64
Maint Bldg--Roof	254.55	0.00	8,100.00
Maint Bldg--Security Alarm Equipment	0.00	500.00	0.00
Maint Bldg--Telephone Equipment Repairs	0.00	0.00	1,035.98
Maint Bldg--TV Antenna & Cables	1,007.27	0.00	1,675.46
Maint Grounds--Gardening Materials	212.98	500.00	0.00
Maint Grounds--Lawns & Gardening	7,930.00	7,500.00	6,297.67
Prior Period GST Expense Adjustment-Admin	0.00	0.00	1,291.00
Utility--Electricity	26,347.54	26,500.00	26,741.73
Utility--Water & Sewerage	15,576.23	15,000.00	14,222.33
<i>Total expenses</i>	<i>286,091.45</i>	<i>212,865.00</i>	<i>278,304.50</i>
Surplus/Deficit	109,024.23	104,874.58	(50,135.62)
Opening balance	(198,094.56)	(198,094.56)	(147,956.94)
Closing balance	-\$89,070.33	-\$93,419.98	-\$198,094.56

Capital Works Fund

	Current period	Annual budget	Previous year
	01/08/2019-31/05/2020	01/08/2019-31/05/2020	01/08/2018-31/05/2019
Revenue			
Interest on Arrears--Capital Works	421.49	0.00	344.05
Levies Due--Capital Works	71,249.84	71,249.93	103,126.92
Total revenue	71,671.33	71,249.93	103,470.97
Less expenses			
Admin--Consultants	21,104.83	20,000.00	0.00
Maint Bldg--Doors & Windows	1,500.00	0.00	0.00
Maint Bldg--Electrical	4,714.27	5,000.00	3,444.27
Maint Bldg--Fencing	0.00	0.00	1,780.00
Maint Bldg--Fire Protection	33,952.87	25,000.00	0.00
Maint Bldg--Garage Doors	1,462.00	0.00	0.00
Maint Bldg--General Replacement	4,453.64	5,000.00	0.00
Maint Bldg--Painting & Surface Finishes	6,455.46	10,000.00	18,295.55
Maint Bldg--Plumbing & Drainage	7,350.00	0.00	0.00
Maint Bldg--Roof	11,259.08	15,000.00	0.00
Maint Bldg--Waterproofing	61,054.97	0.00	0.00
Total expenses	145,307.13	80,000.00	23,519.82
Surplus/Deficit	(71,635.80)	(8,750.07)	79,951.15
Opening balance	238,939.95	238,939.95	158,988.80
Closing balance	\$167,304.15	\$230,189.88	\$238,939.95

Capital Works Fund Plan

Brittany

53 Merton Street, Sutherland NSW 2232

Scheme Number: 85881



COMPILED BY SIMON VINCENT

**On 21 December 2018 for the
15 Years Commencing: 1 June 2018
QIA Job Reference Number: 130998**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 970,
Ingleburn NSW 1890

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

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QIA Group Pty Ltd

FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/06/2018	\$160,662	\$63,745	\$6.37	\$8,059	\$216,347
2	01/06/2019	\$216,347	\$76,789	\$7.67	\$9,648	\$283,488
3	01/06/2020	\$283,488	\$89,833	\$8.98	\$362,859	\$10,463
4	01/06/2021	\$10,463	\$102,877	\$10.28	\$9,877	\$103,463
5	01/06/2022	\$103,463	\$115,921	\$11.58	\$13,840	\$205,544
6	01/06/2023	\$205,544	\$128,965	\$12.89	\$14,670	\$319,839
7	01/06/2024	\$319,839	\$135,009	\$13.49	\$21,723	\$433,125
8	01/06/2025	\$433,125	\$139,059	\$13.90	\$60,206	\$511,979
9	01/06/2026	\$511,979	\$143,231	\$14.31	\$29,051	\$626,159
10	01/06/2027	\$626,159	\$147,528	\$14.74	\$93,157	\$680,530
11	01/06/2028	\$680,530	\$151,954	\$15.18	\$221,787	\$610,697
12	01/06/2029	\$610,697	\$156,512	\$15.64	\$83,547	\$683,663
13	01/06/2030	\$683,663	\$161,208	\$16.11	\$533,448	\$311,423
14	01/06/2031	\$311,423	\$166,044	\$16.59	\$56,892	\$420,575
15	01/06/2032	\$420,575	\$171,025	\$17.09	\$256,408	\$335,192

SUMMARY OF ANNUAL FORECAST EXPENDITURE

June 2018		Expense Inc GST
SUPERSTRUCTURE		
- Provision to replace balustrade/handrail fixings 5% of total		\$1,020
- Capital Replacement - General		\$5,000
FIRE PROTECTION SYSTEMS		
- Install/Replace sensors/exit signage/emergency lighting 10% of total		\$2,039
<u>Total Forecast Expenditure for year - June 2018 (Inc GST):</u>		<u>\$8,059</u>
Includes GST amount of :		\$733
June 2019		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$5,150
BASEMENT		
- Repaint line marking		\$1,400
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 10% of total		\$2,101
FURNITURE & FITTINGS		
- Ongoing partial replacement of lighting		\$588
TOILET		
- Maintain fixtures/fittings		\$408
<u>Total Forecast Expenditure for year - June 2019 (Inc GST):</u>		<u>\$9,648</u>
Includes GST amount of :		\$877
June 2020		Expense Inc GST
SUPERSTRUCTURE		
- Repaint buildings		\$348,362

- Provision to replace balustrade/handrail fixings 5% of total	\$1,082
- Capital Replacement - General	\$5,304

BASEMENT

- Replace stormwater pumps	\$3,606
----------------------------	---------

FURNITURE & FITTINGS

- Provision to replace door closers 20% of total	\$2,341
--	---------

FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting 10% of total	\$2,164
--	---------

<u>Total Forecast Expenditure for year - June 2020 (Inc GST):</u>	<u>\$362,859</u>
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Includes GST amount of :	\$32,987
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June 2021	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,464
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BASEMENT

- Replace garage door motors in 4 years	\$3,789
---	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting	\$624
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<u>Total Forecast Expenditure for year - June 2021 (Inc GST):</u>	<u>\$9,877</u>
---	----------------

Includes GST amount of :	\$898
--------------------------	-------

June 2022	Expense Inc GST
------------------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings 5% of total	\$1,148
- Capital Replacement - General	\$5,627

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$4,769
--	---------

- Install/Replace sensors/exit signage/emergency lighting 10% of total	\$2,295
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<u>Total Forecast Expenditure for year - June 2022 (Inc GST):</u>	<u>\$13,840</u>
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Includes GST amount of :	\$1,258
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June 2023	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$5,796
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EXTERNAL WORKS

- Maintain common pipework	\$3,289
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- Ongoing partial maintenance of pathways 10% of total	\$2,364
--	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting	\$662
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- Provision to replace door closers 20% of total	\$2,558
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<u>Total Forecast Expenditure for year - June 2023 (Inc GST):</u>	<u>\$14,670</u>
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Includes GST amount of :	\$1,334
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June 2024	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings 5% of total	\$1,218
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- Capital Replacement - General	\$5,970
---------------------------------	---------

BASEMENT

- Replace carwash pumps and traps in 7 years	\$6,775
--	---------

EXTERNAL WORKS

- Repaint pathways	\$2,976
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FURNITURE & FITTINGS

- Provision to replace door hardware 20% of total	\$2,349
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FIRE PROTECTION SYSTEMS

- Install/Replace sensors/exit signage/emergency lighting 10% of total	\$2,435
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<u>Total Forecast Expenditure for year - June 2024 (Inc GST):</u>	<u>\$21,723</u>
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Includes GST amount of :	\$1,975
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June 2025	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$6,149
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FURNITURE & FITTINGS

- Ongoing partial replacement of lighting	\$703
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- Provision to upgrade intercom systems & associated equipment in 8 years	\$38,320
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TOILET

- Maintain tiles 20% of total	\$293
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LOBBIES

- Maintain tiles 2% of total	\$4,806
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ROOF

- Maintain metal roof fixings/flashings	\$5,574
---	---------

- Provision to replace down pipes in 24 years 20% of total	\$4,362
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<u>Total Forecast Expenditure for year - June 2025 (Inc GST):</u>	<u>\$60,206</u>
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Includes GST amount of :	\$5,473
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June 2026	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings 5% of total	\$1,292
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- Capital Replacement - General	\$6,334
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BASEMENT

- Repaint line marking	\$1,722
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DRIVEWAY

- Maintain driveway 5% of total	\$3,432
---------------------------------	---------

FENCING

- Replace timber fencing 9 years	\$3,378
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FURNITURE & FITTINGS

- Provision to replace door closers 20% of total	\$2,795
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- Provision to replace door hardware 20% of total	\$2,492
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TOILET

- Maintain fixtures/fittings	\$502
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FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels 20% of total	\$1,651
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- Provision to replace fire hydrant valves	\$2,871
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- Install/Replace sensors/exit signage/emergency lighting 10% of total	\$2,583
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<u>Total Forecast Expenditure for year - June 2026 (Inc GST):</u>	<u>\$29,051</u>
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Includes GST amount of :	\$2,641
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June 2027

Expense Inc GST

SUPERSTRUCTURE

- Replace window fixtures and fittings 5% of total	\$2,789
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- Capital Replacement - General	\$6,524
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BASEMENT

- Replace exhaust/supply fans	\$5,322
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- Maintain/repair main garage door running gear	\$3,359
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$2,661
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FURNITURE & FITTINGS

- Maintain signage	\$3,428
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- Ongoing partial replacement of lighting \$745
- Maintain bathroom waterproofing 10% of total \$13,600

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment \$32,079
- Provision to replace portable fire extinguishers \$5,529

ROOF

- Provision for partial balcony membrane replacement 10% of total \$17,121

Total Forecast Expenditure for year - June 2027 (Inc GST): \$93,157

Includes GST amount of : \$8,469

June 2028	Expense Inc GST
-----------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings 5% of total \$1,370
- Capital Replacement - General \$6,719

FURNITURE & FITTINGS

- Provision to replace door hardware 20% of total \$2,643

TOILET

- Maintain tiles 20% of total \$320

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels 20% of total \$1,751
- Install/Replace sensors/exit signage/emergency lighting 10% of total \$2,741

LOBBIES

- Maintain tiles 2% of total \$5,251

PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 19 years 33% of total \$200,991

Total Forecast Expenditure for year - June 2028 (Inc GST): \$221,787

Includes GST amount of : \$20,162

June 2029	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General \$6,921

BASEMENT

- Provision to replace garage doors in 24 years 33% of total \$4,347

EXTERNAL WORKS

- Maintain common pipework \$3,927

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting \$791

- Provision to replace door closers 20% of total \$3,054

ROOF

- Maintain metal roof fixings/flashings \$6,273

- Provision to replace down pipes in 24 years 20% of total \$4,909

PLANT & EQUIPMENT

- Refurbish lift interiors in 12 years \$53,323

Total Forecast Expenditure for year - June 2029 (Inc GST): \$83,547

Includes GST amount of : \$7,595

June 2030	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings \$468,169

- Provision to replace balustrade/handrail fixings 5% of total \$1,454

- Capital Replacement - General \$7,129

BASEMENT

- Provision to replace individual garage doors in 29 years 20% of total	\$20,612
- Replace garage door motors in 4 years	\$4,944
- Replace stormwater pumps	\$4,846

DRIVEWAY

- Maintain driveway 5% of total	\$3,862
---------------------------------	---------

FURNITURE & FITTINGS

- Maintain bathroom waterproofing 10% of total	\$14,862
- Provision to replace door hardware 20% of total	\$2,804

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels 20% of total	\$1,858
- Install/Replace sensors/exit signage/emergency lighting 10% of total	\$2,908

Total Forecast Expenditure for year - June 2030 (Inc GST): \$533,448

Includes GST amount of : \$48,495

June 2031	Expense Inc GST
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SUPERSTRUCTURE

- Replace window fixtures and fittings 5% of total	\$3,139
- Capital Replacement - General	\$7,343

BASEMENT

- Maintain ventilation ducting 20% of total	\$9,587
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EXTERNAL WORKS

- Ongoing partial maintenance of pathways 10% of total	\$2,995
- Repaint pathways	\$3,660

FURNITURE & FITTINGS

- Ongoing partial replacement of lighting	\$839
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TOILET

- Maintain tiles 20% of total	\$349
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LOBBIES

- Maintain tiles 2% of total	\$5,738
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ROOF

- Provision to replace guttering in 24 years 33% of total	\$3,972
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- Provision for partial balcony membrane replacement 10% of total	\$19,269
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<u>Total Forecast Expenditure for year - June 2031 (Inc GST):</u>	<u>\$56,892</u>
---	-----------------

Includes GST amount of :	\$5,172
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June 2032

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade/handrail fixings 5% of total	\$1,542
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- Capital Replacement - General	\$7,563
---------------------------------	---------

FENCING

- Provision to replace colorbond fencing in 25 years 33% of total	\$3,308
---	---------

FURNITURE & FITTINGS

- Provision to replace door closers 20% of total	\$3,338
--	---------

- Provision to replace door hardware 20% of total	\$2,975
---	---------

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reels 20% of total	\$1,971
---	---------

- Provision to replace portable fire extinguishers	\$6,409
--	---------

- Install/Replace sensors/exit signage/emergency lighting 10% of total	\$3,085
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PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 19 years 33% of total	\$226,217
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<u>Total Forecast Expenditure for year - June 2032 (Inc GST):</u>	<u>\$256,408</u>
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Includes GST amount of :	\$23,310
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