

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Andrew C. So
Address of property	Unit A603/2 Sunders Close, Macquarie Park, NSW.
Lot	62
Strata Plan	SP 89124
Name of Strata Management Co.	Bright & Duggan
Telephone Number of Strata Agent	9902 7100
Report Date	4 September 2023

General Information

Owner's Name	Andrew C. So
Unit Entitlement.	87

Levy Contributions

Administration Fund contribution.	\$1,218.00
Capital Works Fund contribution.	\$298.41
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$47,254.49
Sinking Fund Balance.	\$316,534.33

Insurances

Building Insurance	Yes
Insurance Company	CHU
Due Date	21 October 2023
Fire Safety Report Issuing Body	Yes
Certificate Date.	2023
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 30 May 2019	Administration Fund set at \$519,000.00 p.a. Capital Works Fund set at \$95,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general
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	<p>maintenance as per the scan below, no major works tabled.</p> <p>Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p>
<p>Annual General Meeting 27 August 2020</p>	<p>Administration Fund set at \$535,00.00 p.a. Capital Works Fund set at \$95,000.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Extraordinary General Meeting 25 November 2021</p>	<p>Plan subdivision was approved, Meeting closed.</p>
<p>Annual General Meeting 25 August 2022</p>	<p>Administration Fund set at \$560,000.00 p.a. Capital Works Fund set at \$137,200.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled.</p> <p>Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.</p>
<p>Annual General Meeting 2023</p>	<p>Planned on 28 September 2023</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p>

Strata Schemes Management Act 2015

STRATA ROLL (Section 177)

Strata Plan No. 89124

LOT NO. 63 UNIT NO. A603 PLAN NO. 89124 TYPE S.P. ACCOUNT NO. 02100063

ORIGINAL OWNER		
Name of Original Owner of Lot	Residential Address of Original Owner	Address for service of notices on Original Owner
Herring Rd Properties Pty Ltd	Level 5, 45 Jones Street ULTIMO NSW 2007	Level 5, 45 Jones Street ULTIMO NSW 2007

ENTITLEMENTS	
Entitlements	Date of Registration
87.00	20-Dec-13

PARTICULARS OF SUBSEQUENT OWNERS			
Full Name of Owner(s)	Residential Address	Address for service of notices on Owner(s)	Date of notice
Mr Andrew C So andrewso999@hotmail.com	17/19 George Street BURWOOD NSW 2134	17/19 George Street BURWOOD NSW 2134	14/05/19
Mr Andrew C So andrewso999@hotmail.com	17/19 George Street BURWOOD NSW 2134	187/20-34 Albert Road STRATHFIELD NSW 2135	14/05/19
Mr Andrew C So andrewso999@hotmail.com	603/2 Saunders Close MACQUARIE PARK NSW 2113	603/2 Saunders Close MACQUARIE PARK NSW 2113	13/05/19
Mr Andrew C So andrewso999@hotmail.com	603/2 Saunders Close MACQUARIE PARK NSW 2113	603/2 Saunders Close MACQUARIE PARK NSW 2113	01/07/16
Andrew Chee-Lun So andrewso999@hotmail.com	603/2 Saunders Close MACQUARIE PARK NSW 2113	603/2 Saunders Close MACQUARIE PARK NSW 2113	23/03/15
Andrew Chee-Lun So andrewso999@hotmail.com	603/2 Saunders Close MACQUARIE PARK NSW 2113	603/2 Saunders Close MACQUARIE PARK NSW 2113	10/02/15
Andrew Chee-Lun So andrewso999@hotmail.com	.	C/- Toga Property Mgmt PO BOX 1745 STRAWBERRY HILLS NSW 2012	26/11/14

(continued)
STRATA ROLL (Section 177)
Strata Plan No. 89124

LOT NO. 63 UNIT NO. A603 PLAN NO. 89124 TYPE S.P. ACCOUNT NO. 02100063

PARTICULARS OF SUBSEQUENT OWNERS			
Full Name of Owner(s)	Residential Address	Address for service of notices on Owner(s)	Date of notice
Andrew Chee-Lun So andrewso999@hotmail.com	603/2 Saunders Close MACQURIE PARK NSW 2113	603/2 Saunders Close MACQURIE PARK NSW 2113	24/04/14
Andrew Chee-Lun So andrewso999@hotmail.com	14/37-41 Victoria Street EPPING NSW 2121	14/37-41 Victoria Street EPPING NSW 2121	06/03/14
Andrew Chee-Lun So	14/37-41 Victoria Street EPPING NSW 2121	14/37-41 Victoria Street EPPING NSW 2121	26/02/14

LETTING AGENT			
Full Name of representative	Address for service of notices	Date of receipt of withdrawal notice	Date of notice
C/- Infinity Property Agents	Ste 38/112 McEvoy Street ALEXANDRIA NSW 2015		13/05/19
C/- Robert Edwards Real Estate	PO Box 1745 STRAWBERRY HILLS NSW	13/05/2019	16/08/17
C/- Toga Property Mgmt	PO Box 1745 Strawberry Hills NSW 2012	16/08/2017	26/11/14

Strata Plan No. 89124

2 Saunders Close Macquarie Park NSW 2113

Ledger Report

31 August 2023

Name: **Andrew Chee-Lun So**

Account Number: **02100063**

Lot Number: **63**

Unit Number: **A603**

StrataPay Number: **141647176**

Date	Description	Fund	Reference	Amount	Balance
	Brought Forward			0.00	0.00
18/04/22	01/06/22 to 31/08/22	Administrative Fund	I0008577	1,218.00	1,218.00
18/04/22	01/06/22 to 31/08/22	Capital Works Fund	I0008706	226.20	1,444.20
31/05/22	Administrative Fund	Administrative Fund	R0004437	-1,218.00	226.20
31/05/22	Capital Works Fund	Capital Works Fund	RA004437	-226.20	0.00
18/07/22	01/09/22 to 30/11/22	Administrative Fund	I0008835	1,218.00	1,218.00
18/07/22	01/09/22 to 30/11/22	Capital Works Fund	I0008964	226.20	1,444.20
31/08/22	Administrative Fund	Administrative Fund	R0004557	-1,218.00	226.20
31/08/22	Capital Works Fund	Capital Works Fund	RA004557	-226.20	0.00
18/10/22	01/12/22 to 28/02/23	Administrative Fund	I0009093	1,218.00	1,218.00
18/10/22	01/12/22 to 28/02/23	Capital Works Fund	I0009222	515.04	1,733.04
24/11/22	Administrative Fund	Administrative Fund	R0004658	-1,218.00	515.04
24/11/22	Capital Works Fund	Capital Works Fund	RA004658	-515.04	0.00
17/01/23	01/03/23 to 31/05/23	Administrative Fund	I0009351	1,218.00	1,218.00
17/01/23	01/03/23 to 31/05/23	Capital Works Fund	I0009480	298.41	1,516.41
01/03/23	Administrative Fund	Administrative Fund	R0004852	-1,218.00	298.41
01/03/23	Capital Works Fund	Capital Works Fund	RA004852	-298.41	0.00
18/04/23	01/06/23 to 31/08/23	Administrative Fund	I0009609	1,218.00	1,218.00
18/04/23	01/06/23 to 31/08/23	Capital Works Fund	I0009738	298.41	1,516.41
22/06/23	Administrative Fund	Administrative Fund	R0005009	-1,218.00	298.41
22/06/23	Capital Works Fund	Capital Works Fund	RA005009	-298.41	0.00
18/07/23	01/09/23 to 30/11/23	Administrative Fund	I0009867	1,218.00	1,218.00
18/07/23	01/09/23 to 30/11/23	Capital Works Fund	I0009996	298.41	1,516.41
02/08/23	Administrative Fund	Administrative Fund	R0005034	-1,218.00	298.41
02/08/23	Capital Works Fund	Capital Works Fund	RA005034	-298.41	0.00



Strata Plan No. 89124

BALANCE SHEET

AS AT 31 AUGUST 2023

	ACTUAL 31/08/2023	ACTUAL 28/02/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	47,254.49	94,533.23
Capital Works Fund	316,534.33	265,059.62
<u>TOTAL</u>	<u>\$ 363,788.82</u>	<u>\$ 359,592.85</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	229,665.56	179,724.38
Bank Balance Capital Works	(57,831.54)	(92,797.49)
Investment Td Boq	258,398.94	253,681.51
Investment Td Boq	150,000.00	150,000.00
Levies In Arrears	13,327.81	13,699.67
Other Arrears	3,481.19	5,113.23
Interest Accrued On O/D Levies	1,094.65	890.88
Sundry Debtors	28,267.54	28,267.54
Prepayments	0.00	52,718.00
<u>TOTAL ASSETS</u>	<u>626,404.15</u>	<u>591,297.72</u>
<u>LIABILITIES</u>		
G S T Clearing Account	(11,856.53)	(5,558.79)
Creditors	168,220.11	54,952.05
Sundry Creditors	0.00	58,723.21
Accrued Expenses	0.00	11,400.21
Levies In Advance	106,251.75	112,188.19
<u>TOTAL LIABILITIES</u>	<u>262,615.33</u>	<u>231,704.87</u>
<u>NET ASSETS</u>	<u>\$ 363,788.82</u>	<u>\$ 359,592.85</u>



Strata Plan No. 89124

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 31 AUGUST 2023

	ACTUAL 01/03/23-31/08/23	BUDGET 01/03/23-29/02/24	VARIANCE %	ACTUAL 01/03/22-28/02/23
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	280,000.00	500,000.00	56.00	560,000.00
Interest On Overdue Levies	851.56	0.00		1,455.45
Keys	(1,153.21)	0.00	0.00	6,405.65
Gst On Income	(25,386.08)	(45,454.55)	55.85	(51,491.56)
<u>TOTAL ADMIN. FUND INCOME</u>	254,312.27	454,545.45		516,369.54
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Accounting G S T Fees	1,870.00	1,100.00	170.00	2,266.00
Bank Charges	169.40	850.00	19.93	800.20
Building Management	28,951.02	57,902.05	50.00	52,644.63
Lift Registration	0.00	75.00	0.00	76.00
Garbage Chute	(276.10)	5,500.00	(5.02)	5,225.00
Bmc Contributions	123,954.00	165,272.00	75.00	153,065.23
Carpet-Cleaning	0.00	3,000.00	0.00	0.00
Cleaning	31,371.44	60,500.00	51.85	56,869.37
Consulting-Contractor Comp	0.00	330.00	0.00	330.00
Electrical Repairs	650.60	1,000.00	65.06	497.50
Electrical-Globes	214.70	0.00		404.55
Fees & Permits	79.35	75.00	105.80	75.50
Fire Protection Testing	1,303.35	18,000.00	7.24	21,605.14
Fire Protection Repairs	(520.74)	10,000.00	(5.21)	9,776.64
Fire Alarm Monitoring	0.00	600.00	0.00	602.11
Insurance Premiums	0.00	1,650.00	0.00	1,497.89
Access Device Expenses	(127.05)	1,000.00	(12.70)	1,294.45
Key Deposit Refunds	0.00	0.00	0.00	150.00
Legal Fees	(242.00)	0.00	0.00	(29.50)
Arrears Letters	489.50	0.00		1,612.08
Lift-Telephone	0.00	0.00	0.00	(373.76)
Community Ass Levy	33,060.00	43,320.00	76.32	43,890.00
Management Fees	5,331.01	23,100.00	23.08	21,999.96
Meeting Room Hire	(200.00)	0.00	0.00	0.00
Accounting & Finance	(244.50)	300.00	(81.50)	275.00
Admin Processing	140.01	250.00	56.00	154.00
Asset Maintenance	(2,623.50)	300.00	(874.50)	288.75
Strata Manager Consultancy	445.63	6,000.00	7.43	2,676.26



Strata Plan No. 89124

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 31 AUGUST 2023

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/03/23-31/08/23	01/03/23-29/02/24	%	01/03/22-28/02/23
Strata Projects & Innovation	0.00	0.00	0.00	1,349.99
Disbursements	3,098.19	4,000.00	77.45	3,999.96
Pest Control-Service	580.80	1,200.00	48.40	1,161.60
Plumbing-General	14,443.00	30,000.00	48.14	44,377.28
Rep & Maint-Air Conditioning	4,987.40	9,000.00	55.42	10,461.40
Rep & Maint-Hot Water Service	2,640.00	880.00	300.00	(2,228.16)
Rep & Maint-General Building	6,672.82	10,000.00	66.73	5,716.60
Rep & Maint-Locks	961.40	1,000.00	96.14	1,326.30
Rep & Maint-Windows	0.00	5,000.00	0.00	5,673.80
Rep & Maint-Doors	495.00	2,000.00	24.75	1,762.56
Height Access/Safety System	0.00	1,500.00	0.00	1,485.00
Services-Electricity	50,529.98	87,500.00	57.75	73,341.79
Services-Water Usage	18,785.24	0.00		0.00
Telephone Expense	0.00	320.00	0.00	304.78
Buildinglink	2,855.60	3,000.00	95.19	2,855.60
Gst On Expenses	(28,254.54)	(50,495.38)	55.95	(47,880.24)
<u>TOTAL ADMIN. EXPENDITURE</u>	<u>301,591.01</u>	<u>505,028.67</u>		<u>481,381.26</u>
<u>SURPLUS / DEFICIT</u>	<u>\$ (47,278.74)</u>	<u>\$ (50,483.22)</u>		<u>\$ 34,988.28</u>
Opening Admin. Balance	94,533.23	94,533.23	100.00	59,544.95
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 47,254.49</u>	<u>\$ 44,050.01</u>		<u>\$ 94,533.23</u>



Strata Plan No. 89124

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 31 AUGUST 2023

	ACTUAL 01/03/23-31/08/23	BUDGET 01/03/23-29/02/24	VARIANCE %	ACTUAL 01/03/22-28/02/23
<u>CAPITAL WORKS FUND</u>				
<u>INCOME</u>				
Levies - Capital Works Fund	68,600.00	200,000.00	34.30	137,200.00
Interest On Investment	4,717.43	0.00		3,681.51
Gst On Income	(6,236.36)	(18,181.82)	34.30	(12,472.74)
<u>TOTAL CAPITAL WORKS INCOME</u>	67,081.07	181,818.18		128,408.77
<u>EXPENDITURE - CAPITAL WORKS</u>				
Door: Upgrade	7,920.00	7,920.00	100.00	0.00
Consulting/Engineering Fees	0.00	0.00	0.00	385.00
Fire Protection Repairs	2,640.00	0.00		0.00
Comm Levy Sinking	1,140.00	0.00		1,710.00
Plumbing-General	5,467.00	50,000.00	10.93	74,603.98
Rep & Maint-General Building	0.00	13,500.00	0.00	0.00
Gst On Expenses	(1,560.64)	(6,492.73)	24.04	(6,972.64)
<u>TOTAL CAP. WORKS EXPENDITURE</u>	15,606.36	64,927.27		69,726.34
<u>SURPLUS / DEFICIT</u>	\$ 51,474.71	\$ 116,890.91		\$ 58,682.43
Opening Capital Works Balance	265,059.62	265,059.62	100.00	206,377.19
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 316,534.33	\$ 381,950.53		\$ 265,059.62



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006071840
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	21/10/2022 to 21/10/2023 at 4:00pm
Plan Number	89124
Situation	2 SAUNDERS CLOSE MACQUARIE PARK NSW 2113
Additional description	2-4 SAUNDERS STREET, MACQUARIE PARK, NSW 2113

Policies Selected

Policy 1 – Insured Property

Not Available

Policy 2 – Liability to Others

Sum Insured: \$50,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Available

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Policy 10 – Lot owners' fixtures and improvements (per lot)

Not Available

Date Printed

18/10/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): ☒ an annual fire safety statement (complete the declaration at Section 8 of this form)
☐ a supplementary fire safety statement (complete the declaration at Section 9 of this form)

Section 2: Description of the building or part of the building

This statement applies to: ☒ the whole building ☐ part of the building

Address (Street No., Street Name, Suburb and Postcode)

2 Saunders Close, Macquarie Park, NSW, 2113

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	SP 89124	Building A

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name) *

c/- Bright & Duggan

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

Level 1, 37-43 Alexander Street, Crows Nest, NSW, 2065

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Access panels, doors, and hoppers to fire-resisting shaft	BCA Clause C3.13	10/1/2023 3/2/2023	F023135A
Automatic fail safe devices	BCA Clause D2.21	10/1/2023 3/2/2023	F023135A
Automatic fire detection and alarm system <i>Excl Unit 113</i>	BCA Spec E2.2a, AS1670.1-2004, AS3786-1993 and Report Prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012	10/1/2023 3/2/2023 7/3/2023	F023135A
Automatic fire suppression (sprinklers) <i>Excl Unit 113</i>	E1.5, AS2118.1-1999 and Report Prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012	10/1/2023 3/2/2023 7/3/2023	F023135A
Emergency lighting	BCA Clause E4.2 & E4.4, AS/NZS 2293.1-2005	10/1/2023 3/2/2023 7/3/2023	F023135A
Emergency lifts	BCA Clause E3.4, AS1735.2-2001	10/1/2023 3/2/2023	F023135A

2 Saunders Close, Macquarie Park, NSW, 2113

Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Emergency Warning & intercommunication system <i>Excl Unit 113</i>	BCA Clause E4.9 AS1670.4-2004 & AS4428.4-2004 and Report Prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012	10/1/2023 3/2/2023	F023135A
Exit signs	BCA Clause E4.5, & E4.8, AS/NZS 2293.1-2005	10/1/2023 3/2/2023 7/3/2023	F023135A
Fire control centres	BCA Clause E1.8, BCA Spec E1.8	10/1/2023 3/2/2023	F023135A
Fire dampers	AS1668.1-1998	03/11/2022	F046868A
Fire doors	BCA Spec C3.4, AS1905.1-2005	10/1/2023 3/2/2023 7/3/2023	F023135A
Fire hydrant systems	BCA Clause E1.3, AS2419.1-2005 and Report Prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012	10/1/2023 3/2/2023	F023135A
Fire Safety Engineering	Report Prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012 relating to the following: <ul style="list-style-type: none"> • Fire separation of gym and car park; • Extended travel distances Tower A residential levels; • Distance between alternate exits within car parking levels; • Non compliant discharge of fire isolated stairs; and • Location of hydrant booster 	10/1/2023 3/2/2023	F023135A
Fire seals (protecting openings in fire resisting components of the building)	BCA Clause C3.15	10/1/2023 3/2/2023	F023135A
Fire hose reel system	BCA Clause E1.4, AS2441-2005	10/1/2023 3/2/2023 7/3/2023	F023135A
Mechanical air handling systems	AS1668.1-1998 and AS1668.2-1991	16/11/2022	F051821A
Paths of Travel, stairways, passageways or ramps	Part D1 & D2 of the BCA and Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012	10/1/2023 3/2/2023	F023135A
Portable fire extinguishers	BCA Clause E1.6, AS2444-2001	10/1/2023 3/2/2023 7/3/2023	F023135A
Pressurising systems	BCA Clause E2.3, AS1668.1-1999	16/11/2022	F051821A
Smoke Seals	Report Prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012	10/1/2023 3/2/2023	F023135A
Warning and operational signage (eg stairway notices)	BCA Clause D2.23 & E3.3, Clause 183 EP&A Reg 2000	10/1/2023 3/2/2023	F023135A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

2 Saunders Close, Macquarie Park, NSW, 2113

Version 4 | Effective from 1 September 2022 | NSW Department of Planning and Environment | 2

Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Part of the building inspected	Date(s) inspected	APFS *
All applicable areas	10/1/2023 3/2/2023	F023135A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)*

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
Michael Langford	C/- 2020 Fire Protection U29, 19 McCauley St, Matraville, NSW, 2036	1300 340 210	F023135A	
Christopher James Spence	2 Prince William Drive, Seven Hills NSW 2147	0419 986 517	F051821A	
Matthew Harriman EBS consultants	Suite 2, 1 Faraday Road, Padstow	0424 933 433	F046868A	

* Where applicable – see notes on page 4 for further information.

Section 7: Details of the person making the declaration in section 8 or 9

Full name (Given Name/s and Family Name)

Christopher Duggan

Organisation (if applicable)

Bright & Duggan PTY LTD

Title/Position (if applicable)

Group Managing Director

Address (Street No, Street Name, Suburb and Postcode)

Level 1, 37 – 43 Alexander Street Crows Nest, NSW, 2065

Phone

02 9902 7100

Email

compliance@bright-duggan.com.au

The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, [Click here](#) Christopher Duggan (insert full name) being the: ☐ owner ☒ owner's agent

declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

Date issued

07/03/2023

Section 9: Supplementary fire safety statement declaration

Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



I, [Click here](#) (insert full name) being the: ☐ owner ☐ owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

FIRE SAFETY MEASURES THAT FORM PART OF THIS CERTIFICATE

Issued in accordance with Clause 168 (1) (c) of the Environmental Planning and Assessment Regulation 2000

Property address: 2 Saunders Close, MACQUARIE PARK NSW 2113 (Building A)
AKA 120 – 128 Herring Road, MACQUARIE PARK NSW 2113

Date of issue: 1 September 2014

Fire Safety Measure	Standard of performance
Access panels, Doors and Hoppers to Fire-resisting shaft	BCA Clause C3.13
Automatic fail safe devices	BCA Clause D2.21
Automatic fire detection and alarm system	BCA Spec E2.2a, AS 1670.1-2004, AS 3786-1993 and Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012.
Automatic fire suppression system (sprinkler)	BCA Spec E1.5, AS 2118.1-1999 and Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012.
Emergency lighting	BCA Clause E4.2 & E4.4, AS 2293.1-2005
Emergency lifts	BCA Clause E3.4, AS 1735.2-2001
Emergency warning and intercommunication system	BCA Clause E4.9 AS 1670.4-2004 & AS 4428.4-2004 and Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012.
Exit signs	BCA Clause E4.5 & E4.8, AS 2293.1-2005
Fire control centres	BCA Clause E1.8, BCA Spec E1.8
Fire dampers	AS 1668.1-1998
Fire doors	BCA Spec C3.4, AS 1905.1-2005
Fire hydrant systems	BCA Clause E1.3, AS 2419.1-2005 and Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012
Fire Safety Engineering	Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012 relating to the following: - <ul style="list-style-type: none"> • Fire separation of gym and car park, • Extended travel distances with Tower A residential levels, • Non-compliant discharge of fire isolated stairs, and • Location of Hydrant Booster.
Fire seals (protecting openings in fire resisting components of the building)	BCA Clause C3.15
Fire hose reel system	BCA Clause E1.4, AS 2441-2005
Mechanical air handling systems	AS 1668.1-1998 and AS1668.2-1991

Continued Fire Safety Measures

Fire Safety Measure	Standard of performance
Paths of travel, stairways, passageways or ramps	Part D1 & D2 of the BCA and Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012.
Portable fire extinguishers	BCA Clause E1.6, AS 2444-2001
Pressurising system	BCA Clause E2.3, AS 1668.1-1999
Smoke Seals	Report prepared by RawFire Report No. S110857_FER_Rev 01 Dated 22 March 2012
Warning and operational signage (eg stairway notices)	BCA Clause D2.23 & E3.3, Clause 183 EP&A Reg 2000

Minutes of Annual General Meeting

Strata Plan	89124
Name	Skyview
Address	2 Saunders Close, Macquarie Park
Meeting Date	30 May 2019
Time	6:00pm
Venue	Morling College
Address	122 Herring Road, Macquarie Park
Present	Units 207, 308, 1002, 312
By proxy	Unit 105 to David Cumming
In attendance	Edward Baker, Joanne Struck, James Nieto, Louise Wathan
Quorum achieved	Yes, chairperson declared quorum after 30 minutes

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Cronulla | Sydney Olympic Park | Hunter
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Southport | Hope Island | Brisbane

Tenant Attendance/Participation Motions

Tenant Meeting Attendance

- b. **Resolved that** the owners corporation determine for the purpose of this meeting whether tenants are entitled to be present when the following matters are being discussed or determined:
- Financial statements and audit reports
 - Levying of contributions
 - Recovery of unpaid contributions
 - A strata renewal proposal
 - Any other financial matter

Tenant Meeting Participation

- c. **Resolved that** the owners corporation authorise tenants, either generally or in a particular case, to address the meeting.

Reference to the Act is reference to the Strata Schemes Management Act 2015 (NSW) & Regulations and reference to a section is reference to a section in that Act, unless otherwise stated.

Minutes

1. **Resolved that** the minutes of the last general meeting of the owners corporation held on 17 May 2018 be adopted as a true and accurate account of the proceedings of that meeting.

Financial statements

2. **Resolved that** the attached statements of key financial information for the financial year ending 28 February 2019 for the administrative fund, the capital works fund and any other fund prepared by the owners corporation, together with the relevant auditor's report (if required) be adopted.

Auditor

3. **Resolved that** an auditor be appointed for the financial year ending 29 February 2020.

Capital works fund plan

4. **Resolved that** the owners corporation delegate to the strata committee to review the existing 10-year capital works fund plan
5. **Defeated that** the owners corporation revise or replace the 10-year capital works fund plan, and that they;

Administrative & Capital Works Fund Estimates

6. **Resolved that** in accordance with Section 79 (2) and 81 of the Act the owners corporation estimates for the financial year from 1 March 2019 to 29 February 2020, that it will need to credit to its administrative fund and capital works funds for amounts set out in the budget, and that the owners corporation determines that the following amounts are to be levied to raise the estimated contributions:

Administrative fund: \$519,000 inc. GST (increase from \$485,000 last financial year)

Capital Works fund: \$95,000 inc. GST (reduced from \$100,000 last financial year)

Explanatory notes: The proposed administrative and capital works fund incorporates actual and expected expenditure referred to in the subsections of the Act referred to in the motion. Specifically the estimated capital works fund budget has considered the Capital Works Fund Plan

Levy contributions

7. **Resolved that** The owners corporation determines that the contributions are to be payable in regular periodic instalments, specified as follows:

Administrative fund: Four (4) instalments due on

Date	Amount	Notes
1 March 2019	\$ 121250	Already collected
1 June 2019	\$ 121250	Already levied
1 September 2019	\$ 138250	
1 December 2019	\$ 138250	
1 March 2020	\$ 129750	Continuing basis

Capital works fund: Four (4) instalments due on

Date	Amount	Notes
1 March 2019	\$ 25000	Already collected
1 June 2019	\$ 25000	Already levied
1 September 2019	\$ 22500	
1 December 2019	\$ 22500	
1 March 2020	\$ 23750	Continuing basis

Explanatory notes: Levy contributions provide funds to operate your strata scheme. All contributions must be calculated in proportion to the unit entitlements. The funds raised towards the administrative fund are to pay for the annual day-to-day recurrent expenses. The funds raised in the capital works fund are to pay for future capital expenditure.

Levy collection

8. **Resolved that** the owners corporation pursuant to the Act (including Section 103) for the purpose of collecting levy contributions to authorise the strata managing agent and/or the strata committee to do any one or more of the following:
- a) to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expense and arrange and monitor payment plans;
 - a) to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation.
 - b) to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - c) enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
 - d) filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - e) liaise, instruct and prepare all matters with the owners corporations' debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Payment plans

9. **Resolved that** the owners corporation agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata managing agent and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

Insurance

10. **Resolved that** the owners corporation confirm the current insurances as per the certificate of currency expiring 21/10/2019.
11. **Defeated that** the owners corporation resolves to carry out a building valuation for insurance purposes within 3 months of current insurances expiring.
12. **Resolved that** the owners corporation make arrangements in respect of insurances:
- a) that the building sum insured is adjusted in accordance with any building valuation;
 - b) that the owners corporation consider whether to vary or extend any insurances pursuant to Section 165 of the Act;
 - c) that pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided;
 - d) the owners corporation delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule where applicable to undertake any of the above.

Statement of commissions and training services

13. **Resolved that** the owners corporation acknowledges the statement of received and expected commissions as per the agenda.

Annual fire safety statement

14. **Resolved that** the owners corporation acknowledge the requirement to submit an AFSS and that the AFSS cannot currently be submitted due to the ongoing defects rectification works.
15. **Resolved that** the owners corporation make arrangements for obtaining the next annual fire safety statement as follows:
- a) engage a suitably competent fire safety practitioner to assess each essential fire safety measures specified in the statement; and
 - b) delegate to the strata committee to consider any corrective action reports and determine what action is required; and
 - c) seek quotations and engage contractor(s) to complete any repairs (if required) and for that contractor(s) to prepare and sign the statement; and
 - d) lodge the statement with local Council and the Fire Commissioner.
 - e) delegate to the strata managing agent any functions pursuant to the strata management agency agreement additional duties schedule to undertake any of the above.
16. **Resolved that** the owners corporation resolves to instruct the strata managing agent to sign the annual fire safety statement under delegated authority based on certification provided by a competent fire safety practitioner engaged by the owners corporation.

Window safety devices

17. **Resolved that** the owners corporation acknowledges that window safety devices have been installed in 2018

Work, health and safety report

18. **Resolved that** the owners corporation do the following:
- a) engage a suitably qualified consultant to carry out (or review an existing) common property safety report in compliance with the owners corporation's obligations under the *Work Health & Safety Act 2011* (NSW) as amended; and
 - b) submit that report to the strata committee to determine what action is required, if any; and
 - c) delegate to the strata managing agent the duty and function pursuant to the managing agency agreement additional duties schedule to undertake the seeking of quotations and engaging the contractor to the strata managing agent and any ancillary work approved by the strata committee.

Plant registration

19. **Resolved that** as the owner of item(s) of plant, the owners corporation resolves to instruct the strata managing agent to sign any application form on behalf of the owners corporation and lodge with SafeWork NSW the safe to operate statement under delegated authority based on certification provided by the maintenance contractor confirming that the item of plant has been inspected by a competent person and that the item(s) of plant have been adequately maintained.

Matters requiring a general meeting

20. **Resolved that** the owners corporation determine that no additional matter or type of matter, is to be determined only by way of a general meeting of the owners corporation.

Limits on spending by large strata schemes

21. **Resolved that** the owners corporation, in accordance with Section 102(3) of the Act, to remove the limitation on spending placed by Section 102(2) of the Act generally.

Election of the strata committee

22. **Resolved that** the owners corporation acknowledge the written and oral nominations received at this meeting for election to the strata committee.

Nomination	Unit	Nominated By	Lot No
Mohil Asija	1002	self	
Henry Cheng	105	self	
Janis Redford	911	self	

23. **Resolved that** the owners corporation determine the strata committee consist of 3 members and that the three nominees above form the strata committee.

Building management committee representative (special resolution)

24. **Resolved that** the owners corporation nominate and elect a Henry Cheng as the Building Management Committee representative.

Community association representative

25. **Resolved that** the owners corporation elects Mohil Asija as primary representative to attend and vote at all general meetings of the Community Association DP270800 on behalf of Strata Plan 89124 and as representative will be eligible for nomination to the executive committee for the Community Association.
26. **Resolved that** the owners corporation elects Henry Cheng as substitute representative to attend and vote at all general meetings only of the Community Association DP 270800 on behalf of Strata Plan 89124 in the absence of the primary representative.

Construction defects

27. **Resolved that** in accordance with Schedule 1, clause 6D of the Act, the owners corporation acknowledges that building defect and rectification have been considered.
28. **Resolved that** the owners corporation resolves to delegate to the strata committee to consider building defects and rectification, including its rights and obligations at law and determining whether it will take any further action, such as retaining solicitors and building experts to provide advice and assistance to the owners corporation for the ensuing year.

Motion to authorise works to common property – Lot 27 Works

29. The owners corporation **SPECIALLY RESOLVES** to authorise the Authorised Owner to take such action the subject of section 108(1) of the Strata Schemes Management Act 2015 as required to carry out the Permitted Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Authorised Owner.

Note in accordance with section 108(5) of the Strata Schemes Management Act 2015 this resolution has no effect unless:

- (a) the owners corporation obtains the written consent of the owner to the making of a by-law to provide for the maintenance of the common property by the owner, and
- (b) the owners corporation makes such a by-law.

Explanatory note (Cl 4(2)(c) Sch 1 SSMA 2015): This motion proposes to authorise the doing of works to add to, alter or erect a structure on the common property by special resolution under section 108 of the Strata Schemes Management Act 2015.

In this motion:

Authorised Owner means the Owner as defined in the Proposed By-Law;

Conditions means the provisions of the Proposed By-Law;

Permitted Works means works permitted or required to be done by the Owner in accordance with the Proposed By-Law; and

Proposed By-Law means the proposed by-law in the document headed 'Proposed Change of By-Laws – Special By-Law [X]' annexed to the agenda for this meeting.

Motion to create a by-law regarding works to common property – Lot 27 Works

30. The owners corporation **SPECIALLY RESOLVES AS AMENDED** to make a by-law to which Division 3 of Part 7 of the Strata Schemes Management Act 2015 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015.

Note in accordance with section 142 and 143(1) of the Strata Schemes Management Act 2015 the Owners Corporation may only make or change the Proposed By-Law with the written consent of the owner or owners of the lot(s) on whom the by-law confers rights or special privileges.

Explanatory note (Cl 4(2)(c) Sch 1 SSMA 2015): This motion proposes to adopt a common property rights by-law by special resolution.

In this motion:

Proposed By-Law means the proposed by-law in the document headed 'Proposed Change of By-Laws

The wording of the by-law was amended to add a clause after section 1.4 (d) as follows:

1.4 (e) must ensure that the area the subject of this by-law, currently known as the study, is not used for any purpose other than the purpose approved in the original development consent for the building

There being no further business the meeting closed at 7:15pm

Dated: 4 June 2019

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 89124

Minutes of Strata Committee Meeting

Strata Plan	89124
Name	Skyview
Address	2 Saunders Close, Macquarie Park
Meeting Date	30 May 2019
Time	After AGM
Venue	Morling College
Address	122 Herring Road, Macquarie Park
Present	Henry Cheng, Mohil Asija

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Next Meeting

1. That the strata committee determine the date of the next meeting.

1. Explanatory notes: Bright & Duggan recommends that the strata committee consider the next meeting (general or committee) and a suitable timeframe.

Minutes

1. Resolved that the minutes of the previous strata committee meeting held on 9 April 2019 be adopted as a true and accurate account of the proceedings of that meeting.

Election of office bearers

2. Resolved that the following office bearers be elected:

- **Chairperson:** Mohil Asija
- **Treasurer:** Mohil Asija
- **Secretary:** Henry Cheng

Appoint contact and substitute contact

3. Resolved that the strata committee appoint a member and alternate member of the strata committee to liaise with the strata manager and be the strata manager's primary and substitute points of contact.

- **Primary Contact:** Henry Cheng
- **Substitute Contact:** Mohil Asija

Voting methods

4. Resolved the strata committee resolves to adopt voting by means of all means allowed by legislation while participating in a meeting from a remote location.

Next meeting

5. Resolved that the committee will set a date after checking availabilities

Dated: 1 June 2019

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 89124

There being no further business the meeting closed at 7:30pm.

PROPOSED CHANGE OF BY-LAWS

SPECIAL BY-LAW [X]

Pursuant to a special resolution of the owners corporation and in accordance with the provisions of Division 3 of Part 7 of the Strata Schemes Management Act 2015 the by-laws are proposed to be changed as annexed.

[For registration use *Form 15CH* Change of By-Laws.]

PROPOSED CHANGE OF BY-LAWS

SPECIAL BY-LAW [X]

A by-law with respect to lot 27 works.

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval;
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property; and
- (e) must ensure that the area the subject of this by-law, currently known as the study, is not used for any purpose other than the purpose approved in the original development consent for the building.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, to the extent otherwise required by law.

1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;

- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 27 in the strata scheme bearing folio identifier 27/SP89124;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 89124; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

Renovation of the bathroom of the Authorised Lot including:

- (a) removal of all fixtures, fittings, cabinetry, bath tub, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, bath tub, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

1.2 Kitchen

Renovation of the kitchen of the Authorised Lot including:

- (a) removal of the floor tiling;
- (b) removal and installation of the backsplash;
- (c) installation of new floor tiling; and
- (d) electrical works as necessary.

1.3 Laundry

Renovation of the laundry of the Authorised Lot including:

- (a) removal of the flooring; and
- (b) installation of new flooring including waterproofing works.

1.4 Timber flooring

Installation of new timber flooring in the Authorised Lot, including:

- (a) removal of existing flooring throughout;
- (b) installation of acoustic underlay; and
- (c) installation of floating timber floorboards throughout excluding the kitchen, bathroom and laundry.

1.5 Glass partition

Installation of a framed glass partition in the Authorised Lot, including:

- (a) removal of the existing door to the study; and
- (b) installation of a timber framed partition with glass inserts in the location marked "A" in figure 1, with the minimum number of necessary penetrations to the common property.

1.6 Bedroom

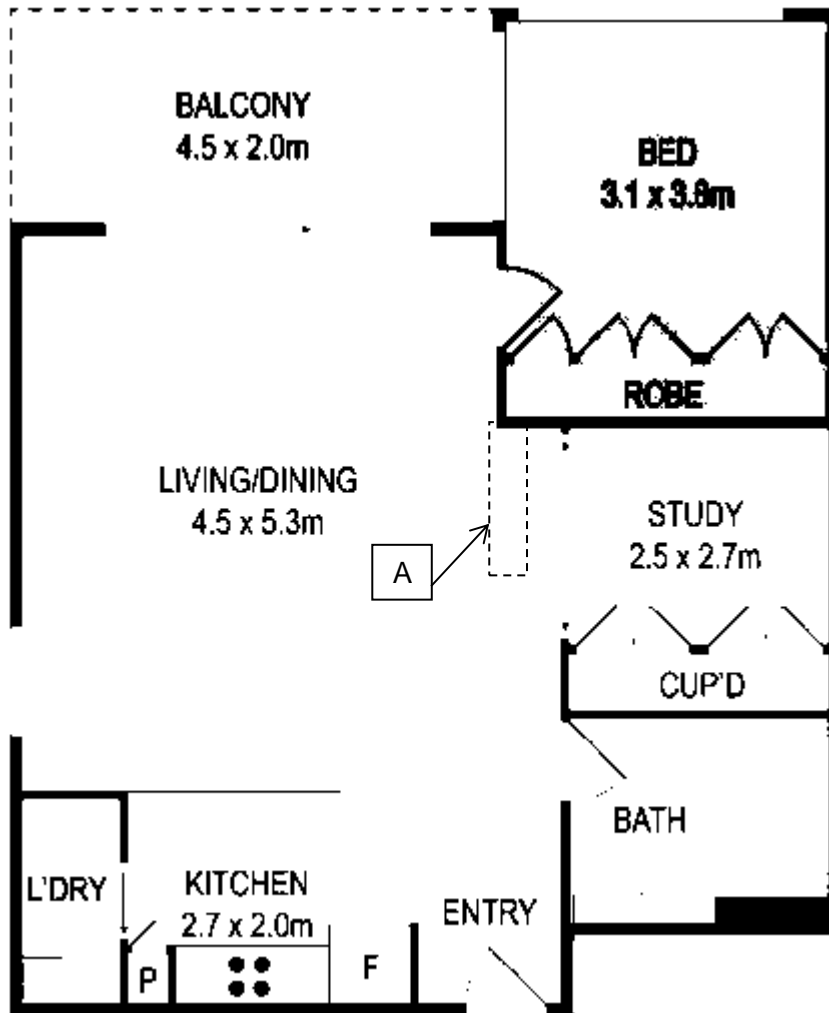
Installation of a bulkhead in the bedroom in the Authorised Lot, including:

- (a) installation of a lightweight gyprock bulkhead;
- (b) installation of LED strip lights and associated light switch; and
- (c) electrical works as necessary.

1.7 Plans and drawings

A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

FIGURE 1



01/09/2020

Bright & Duggan Pty Ltd
37-43 Alexander Street
Crows Nest NSW 2065

Dear

Re: SP 89124 - 2 Saunders Close MACQUARIE PARK NSW 2113

Please find enclosed minutes from the recent meeting of your owners corporation. We encourage you to read the minutes carefully so you are fully aware of the motions resolved and any actions to be taken moving forward.

Are you happy with the way you receive your minutes? If you currently receive your minutes by post but would like to opt for email delivery please contact our customer care team on customercare@bright-duggan.com.au who will be happy to assist you.

Should you have any questions regarding these minutes or any other issues pertaining to the owners corporation, please do not hesitate to contact our office for assistance on 02 9902 7100 or via email on customercare@bright-duggan.com.au.

Kind regards

Edward Baker
Strata Manager

Minutes of Annual General Meeting

Strata Plan	89124
Name	SAUNDERS CLOSE - 2
Address	2 Saunders Close MACQUARIE PARK NSW 2113
Meeting Date	27 August 2020
Time	5:30 PM
Venue	Meeting ID: 962 0934 9909, Passcode: 963242
Address	Zoom Videconference
Present	Janis Redford (A911) Jeff Zhu (A1101) John Gaits (A1006) Mei Wang (A111) Mohil Asija (A1002) Nicole Lee (A807) Shakti Dabholkar (A106) Henry and Siu Hee Cheng (A1001) Yang Chew (AG03 + A707) Swina Hardiman (A701)
In attendance	Queenie (A511) Edward Baker (Bright & Duggan) Stephen Drach (CMS) James Nieto (CMS) Louise Wathen (CMS)
Chairperson	Edward Baker
Quorum achieved	Yes, chairperson declared quorum after 30 minutes

Tenant Attendance/Participation Motions

Tenant Representative

- a. no tenant representative appointed

Tenant Meeting Attendance

- b. no tenants present

Tenant Meeting Participation

- c. no tenants present

Reference to the Act is reference to the Strata Schemes Management Act 2015 (NSW) & Regulations and reference to a section is reference to a section in that Act, unless otherwise stated.

Motions

1. Minutes

Resolved

That the minutes of the last general meeting of the owners corporation held on 30 May 2019 be adopted as a true and accurate record of the proceedings of that meeting.

2. Financial Statements

Resolved

That the attached statements of key financial information for the financial year ending on 28 February 2019 for the administrative fund, the capital works fund and any other fund held by the owners corporation, be adopted.

3. Financial Audit

Resolved

That the financial statements be audited for the financial year ending on 29 February 2020.

4. Administrative & Capital Works Funds Estimates

Resolved

That the owners corporation, in accordance with sections 79 and 81, estimates that for the financial year period from 1 March 2019 to 29 February 2020 it will need to credit to its administrative fund and capital works fund the amounts set out in the budget, attached to the notice of this meeting, and determines that the following amounts to be levied as a contribution to raise the amounts estimated to be credited to:

Administrative Fund: \$535,000.00(GST inclusive)

Capital Works Fund: \$95,000.00(GST inclusive)

5. Levy Contributions

Resolved

That the owners corporation, in accordance with section 81(5), determines that the contributions are to be payable in regular periodic instalments, due on and specified as follows:

Administrative Fund:

Date	Amount	Notes
01-03-2020	\$ 129,750	already levied
01-06-2020	\$ 129,750	already levied
15-10-2020	\$ 137,750	
01-12-2020	\$ 137,750	
01-03-2021	\$ 140,000	continuing basis

Capital Works Fund:

Date	Amount	Notes
01-03-2020	\$ 23,750	already levied

01-06-2020	\$ 23,750	
15-10-2020	\$ 23,750	
01-12-2020	\$ 23,750	
01-03-2021	\$ 26,000	continuing basis

6. Levy Collection

Resolved

That the owners corporation, in accordance with the provisions of the *Strata Schemes Management Act 2015 (NSW)*, including section 103, resolves, for the purpose of collecting levy contributions, to authorise the managing agent and/or the strata committee to do any one or more of the following:

- to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
- to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the owners corporation;
- to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
- enter and enforce any judgment obtained in the collection of levy contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining bankruptcy proceedings or winding up proceedings;
- filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- liaise, instruct and prepare all matters with the owners corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

7. Payment Plans

Resolved

That the owners corporation resolves to agree to enter into payment plans generally for the matters involving arrears of unpaid levy contributions or other amounts, including interest, legal and other costs/expenses thereon, and to delegate to the managing agent and/or the strata committee the authority to enter into, arrange and monitor each such payment plan limited to a period of 12 months per plan, with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

8. Insurance - Certificate of Currency

Resolved

That the current insurances of the owners corporation, as detailed in the attached certificate of currency, expiring on 21-10-2020, be confirmed.

9. Insurance - Valuation

Defeated

That the owners corporation resolves to carry out a building valuation for insurance purposes, noting the previous valuation from was prepared on , and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

10. Insurance - Renewal

Resolved

That the owners corporation resolves to make arrangements in respect of insurances:

- a. in accordance with section 165, delegate to the strata committee to consider whether to vary or extend any insurances;
- b. in accordance with section 166, not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the owners corporation as to why less than 3 quotations were provided; and
- c. delegate to the managing agent any functions pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.

11. Statement of Commissions and Training Services

Resolved

That the owners corporation acknowledges the statement provided below by the managing agent for commissions and training services received in the last 12 months, and an estimate of commissions and training services likely to be received in the next 12 months.

12. Capital Works Fund Plan - Revise or Replace

Resolved as amended

That the owners corporation, in accordance with section 80(3), resolves to revise or replace the 10-year capital works fund plan for commencement from enter date, and:

- a. obtain two quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
- b. delegate to the strata committee to consider the quotations and engage a consultant;
- c. delegate to the strata committee to appoint a liaison to meet with the consultant; and
- d. delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule), to undertake any of the above.

13. Annual Fire Safety Statement - Sign Off

Resolved

That the owners corporation resolves to instruct the managing agent sign the annual fire safety statement under delegated authority and based on the certification provided by a competent fire safety practitioner engaged by the owners corporation.

14. Plant Item Registration

Resolved

That, as the owner of plant item(s), the owners corporation resolves to delegate to the managing agent the signing of any renewal registration or application form on behalf of the owners corporation and lodge with *SafeWork NSW* the Safe to Operate statement, based on certification provided by one of the following:

the engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

15. Restricted Matters

Resolved

That the owners corporation, in accordance with section 36, determines that no additional matter or type of matter is to be determined only by way of a general meeting of the owners corporation.

16. Limitation on Spending by Large Strata Scheme

Resolved

That the owners corporation, in accordance with section 102(3), resolves to generally remove the limitation on spending imposed by section 102(2).

17. Election of the Strata Committee

Resolved

That the owners corporation resolves to elect the strata committee as follows:

1. John Gaits (A1006)
2. Mohil Asija (A1002)
3. Shakti Dabholkar (A106)
4. Yang Chew (AG03+A707)

18. Election of the Building Management Committee Representative

Resolved as amended

That the owners corporation, in accordance with schedule 4(3) of the *Strata Schemes Development Act 2015 (NSW)*, **specially resolves** to nominate Mohil Asija as primary representative and John Gaits as secondary representative to the DP 1190543 BMC.

19. Election of the Community Association Representative - Primary Rep.

Resolved

That the owners corporation elects Mohil Asija as representative to attend and vote at all general meetings of the Community Association DP 270800 on behalf of the Strata Plan 89124 and, as the representative, will be eligible for nomination to the executive committee for the Community Association.

20. Appointment of Building Management Agreement

Resolved as amended

That the owners corporation resolves to renew the building management agreement with Cambridge Management Services in accordance with the agreement that was tabled at the meeting, subject to the strata committee and CMS agreeing to some final changes to the agreement requested by Mohil Asija.

21. Renewal of the Strata Management Agency Agreement

Resolved as amended

- a. That the owners corporation resolves to renew the strata management agency agreement with Bright & Duggan Pty Ltd as its managing agent, for a period of 24 months, with an option for the owners corporation to terminate the agreement at 12 months by giving three months notice to the strata manager, and delegates functions to it on the terms and conditions as set out in the agreement attached to the notice of this meeting; and
- b. That the owners corporation nominates and authorises Mohil Asija and John Gaits or 2 owners or members of the strata committee to execute and affix the common seal to the agreement; and
- c. That the strata management fee be \$ 22,000 per annum (GST inclusive) plus additional costs as shown in the agreement, commencing on 28-08-2020

22. Construction Defects - Further Action

Resolved

That the owners corporation resolves to delegate to the strata committee to consider the building defects and rectification, including its rights and obligations at law, and to determine whether it will take any further action, such as retaining solicitors and building experts to provide advice and assistance to the owners corporation.

23. Voting Methods

Resolved

That the owners corporation, in accordance with regulation 14, resolves to adopt other voting methods by means of (teleconference, video-conference, email, pre-meeting voting, other means) while participating in a meeting from a remote location.

There being no further business the meeting closed at 7:05pm

Date of Notice: 01 September 2020

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 89124

Strata Committee Meeting

Strata Plan	89124
Name	SAUNDERS CLOSE - 2
Address	2 Saunders Close MACQUARIE PARK NSW 2113
Meeting Date	27 August 2020
Time	5:30 PM
Venue	Meeting ID: 962 0934 9909, Passcode: 963242
Address	Zoom Videconference
Present	Shakti Dabholkar Mohil Asija John Gaits Yang Chew
In attendance	Edward Baker, Stephen Drach, James Nieto, Louise Wathen

Motions

1. Election of the Chairperson

Resolved

That the strata committee, in accordance with clause 8(2) of schedule 2 of the *Strata Schemes Management Act 2015 (NSW)*, elects Edward Baker as chairperson to preside at this meeting.

2. Minutes

Resolved

That the minutes of the last strata committee meeting be adopted as a true and accurate record of the proceedings of that meeting.

3. Election of Officers

Resolved

That the strata committee, in accordance with regulation 11, resolves to elect a chairperson, secretary and treasurer of the committee.

Chairperson: Shakti Dabholkar

Secretary: Yang Chew

Treasurer: Mohil Asija

4. Common Property Safety Audit

Motion withdrawn

That the strata committee resolves to do the following:

- a. engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with the Work Health & Safety Act 2011 (NSW);
- b. delegate to the building manager and/or strata committee to determine and resolve the corrective actions (if any) and engage suitably qualified contractor to complete any works; and
- c. delegate to the managing agent any functions pursuant to the strata management agency agreement (additional services schedule where applicable) to undertake any of the above.

5. Next Meeting

Motion withdrawn

That the strata committee determines the date of the next meeting.

The meeting closed at 7:15pm

Date of Minutes: 01 September 2020

Bright & Duggan Pty Ltd

Managing Agents for Strata Plan 89124

Minutes of General Meeting

Strata Plan	89124
Name	SAUNDERS CLOSE - 2
Address	2 Saunders Close MACQUARIE PARK NSW 2113
Meeting Date	25 November 2021
Time	12:00 PM
Venue	Level 2, 737 New South Head Road, Rose Bay
Address	Bright & Duggan
Votes Received	S. Dabholkar & V. Terzic (Lot 12) J. Gaits (Lot 109)
In attendance	Renee Freedman, Bright & Duggan
Chairperson	Renee Freedman
Quorum achieved	Yes, chairperson declared quorum after 30 minutes

Motions

1. Minutes

Resolved

That the minutes of the last general meeting of the owners corporation held on 27 August, 2021 be adopted as a true and accurate account of the proceedings of that meeting.

2. Dedication of Roadways from Toga to City of Ryde Council

Resolved

That The Owners – Strata Plan No. SP89124 resolves by special resolution in accordance with clause 34(1)(b) of the Strata Schemes Development Act 2015 to consent to and execute the Plan of Subdivision and Instrument in order to release certain easements benefitting the common property which are required by City of Ryde Council to be extinguished.

In these motions:

Plan of Subdivision means the plan of subdivision in the folder that can be accessed by the link below.

Instrument means the section 88B instrument intended to accompany the Plan of Subdivision in the folder that can be accessed by the link below.

the link to the plan of subdivision, the instrument, and all other documentation relating to the handover is as follows:

<https://www.dropbox.com/sh/8s4po7boa7o7scj/AABNpT-9XceXX36A93tb80fVa?dl=0>

3. Lodgement and Registration of Road Handover Documents

Resolved

That The Owners – Strata Plan No. SP89124, in accordance with section 273 of the Strata Schemes Management Act 2015, authorise its strata manager to do anything reasonably necessary to give effect to the lodgement and registration of the Plan of Subdivision and Instrument at New South Wales Land Registry Services, including:

- a. signing and affixing its seal to the:
 - a. Plan of Subdivision and the Instrument; and
 - b. New South Wales Land Registry Services Form 10 Certificate re initial period attached to the agenda and tabled at the meeting; and
 - c. New South Wales Land Registry Services Form 13 Certificate of owners corporation – special resolution attached to the agenda and tabled at the meeting; and
 - d. New South Wales Land Registry Services Form 23 Attestation attached to the agenda and tabled at the meeting; and
 - e. any other instrument or document necessary to give effect to the lodgment and registration of the Plan of Subdivision and Instrument; and
- b. producing the certificate of title for the common property at New South Wales Land Registry Services.

In these motions:

Plan of Subdivision means the plan of subdivision in the folder that can be accessed by the link below.

Instrument means the section 88B instrument intended to accompany the Plan of Subdivision in the folder that can be accessed by the link below.

the link to the plan of subdivision, the instrument, and all other documentation relating to the handover is as follows:

<https://www.dropbox.com/sh/8s4po7boa7o7scj/AABNpT-9XceXX36A93tb80fVa?dl=0>

There being no further business the meeting closed at 12:31 PM

Date of Minutes: 16 December 2021
Bright & Duggan Pty Ltd
Managing Agents for Strata Plan 89124



Strata Plan No. 89124

BALANCE SHEET

AS AT 31 AUGUST 2023

	ACTUAL 31/08/2023	ACTUAL 28/02/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	47,254.49	94,533.23
Capital Works Fund	316,534.33	265,059.62
<u>TOTAL</u>	<u>\$ 363,788.82</u>	<u>\$ 359,592.85</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	229,665.56	179,724.38
Bank Balance Capital Works	(57,831.54)	(92,797.49)
Investment Td Boq	258,398.94	253,681.51
Investment Td Boq	150,000.00	150,000.00
Levies In Arrears	13,327.81	13,699.67
Other Arrears	3,481.19	5,113.23
Interest Accrued On O/D Levies	1,094.65	890.88
Sundry Debtors	28,267.54	28,267.54
Prepayments	0.00	52,718.00
<u>TOTAL ASSETS</u>	<u>626,404.15</u>	<u>591,297.72</u>
<u>LIABILITIES</u>		
G S T Clearing Account	(11,856.53)	(5,558.79)
Creditors	168,220.11	54,952.05
Sundry Creditors	0.00	58,723.21
Accrued Expenses	0.00	11,400.21
Levies In Advance	106,251.75	112,188.19
<u>TOTAL LIABILITIES</u>	<u>262,615.33</u>	<u>231,704.87</u>
<u>NET ASSETS</u>	<u>\$ 363,788.82</u>	<u>\$ 359,592.85</u>



Strata Plan No. 89124

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 31 AUGUST 2023

	ACTUAL 01/03/23-31/08/23	BUDGET 01/03/23-29/02/24	VARIANCE %	ACTUAL 01/03/22-28/02/23
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	280,000.00	500,000.00	56.00	560,000.00
Interest On Overdue Levies	851.56	0.00		1,455.45
Keys	(1,153.21)	0.00	0.00	6,405.65
Gst On Income	(25,386.08)	(45,454.55)	55.85	(51,491.56)
<u>TOTAL ADMIN. FUND INCOME</u>	254,312.27	454,545.45		516,369.54
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Accounting G S T Fees	1,870.00	1,100.00	170.00	2,266.00
Bank Charges	169.40	850.00	19.93	800.20
Building Management	28,951.02	57,902.05	50.00	52,644.63
Lift Registration	0.00	75.00	0.00	76.00
Garbage Chute	(276.10)	5,500.00	(5.02)	5,225.00
Bmc Contributions	123,954.00	165,272.00	75.00	153,065.23
Carpet-Cleaning	0.00	3,000.00	0.00	0.00
Cleaning	31,371.44	60,500.00	51.85	56,869.37
Consulting-Contractor Comp	0.00	330.00	0.00	330.00
Electrical Repairs	650.60	1,000.00	65.06	497.50
Electrical-Globes	214.70	0.00		404.55
Fees & Permits	79.35	75.00	105.80	75.50
Fire Protection Testing	1,303.35	18,000.00	7.24	21,605.14
Fire Protection Repairs	(520.74)	10,000.00	(5.21)	9,776.64
Fire Alarm Monitoring	0.00	600.00	0.00	602.11
Insurance Premiums	0.00	1,650.00	0.00	1,497.89
Access Device Expenses	(127.05)	1,000.00	(12.70)	1,294.45
Key Deposit Refunds	0.00	0.00	0.00	150.00
Legal Fees	(242.00)	0.00	0.00	(29.50)
Arrears Letters	489.50	0.00		1,612.08
Lift-Telephone	0.00	0.00	0.00	(373.76)
Community Ass Levy	33,060.00	43,320.00	76.32	43,890.00
Management Fees	5,331.01	23,100.00	23.08	21,999.96
Meeting Room Hire	(200.00)	0.00	0.00	0.00
Accounting & Finance	(244.50)	300.00	(81.50)	275.00
Admin Processing	140.01	250.00	56.00	154.00
Asset Maintenance	(2,623.50)	300.00	(874.50)	288.75
Strata Manager Consultancy	445.63	6,000.00	7.43	2,676.26



Strata Plan No. 89124

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 31 AUGUST 2023

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/03/23-31/08/23	01/03/23-29/02/24	%	01/03/22-28/02/23
Strata Projects & Innovation	0.00	0.00	0.00	1,349.99
Disbursements	3,098.19	4,000.00	77.45	3,999.96
Pest Control-Service	580.80	1,200.00	48.40	1,161.60
Plumbing-General	14,443.00	30,000.00	48.14	44,377.28
Rep & Maint-Air Conditioning	4,987.40	9,000.00	55.42	10,461.40
Rep & Maint-Hot Water Service	2,640.00	880.00	300.00	(2,228.16)
Rep & Maint-General Building	6,672.82	10,000.00	66.73	5,716.60
Rep & Maint-Locks	961.40	1,000.00	96.14	1,326.30
Rep & Maint-Windows	0.00	5,000.00	0.00	5,673.80
Rep & Maint-Doors	495.00	2,000.00	24.75	1,762.56
Height Access/Safety System	0.00	1,500.00	0.00	1,485.00
Services-Electricity	50,529.98	87,500.00	57.75	73,341.79
Services-Water Usage	18,785.24	0.00		0.00
Telephone Expense	0.00	320.00	0.00	304.78
Buildinglink	2,855.60	3,000.00	95.19	2,855.60
Gst On Expenses	(28,254.54)	(50,495.38)	55.95	(47,880.24)
<u>TOTAL ADMIN. EXPENDITURE</u>	<u>301,591.01</u>	<u>505,028.67</u>		<u>481,381.26</u>
<u>SURPLUS / DEFICIT</u>	<u>\$ (47,278.74)</u>	<u>\$ (50,483.22)</u>		<u>\$ 34,988.28</u>
Opening Admin. Balance	94,533.23	94,533.23	100.00	59,544.95
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 47,254.49</u>	<u>\$ 44,050.01</u>		<u>\$ 94,533.23</u>

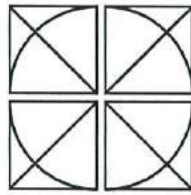


Strata Plan No. 89124

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2023 TO 31 AUGUST 2023

	ACTUAL 01/03/23-31/08/23	BUDGET 01/03/23-29/02/24	VARIANCE %	ACTUAL 01/03/22-28/02/23
<u>CAPITAL WORKS FUND</u>				
<u>INCOME</u>				
Levies - Capital Works Fund	68,600.00	200,000.00	34.30	137,200.00
Interest On Investment	4,717.43	0.00		3,681.51
Gst On Income	(6,236.36)	(18,181.82)	34.30	(12,472.74)
<u>TOTAL CAPITAL WORKS INCOME</u>	67,081.07	181,818.18		128,408.77
<u>EXPENDITURE - CAPITAL WORKS</u>				
Door: Upgrade	7,920.00	7,920.00	100.00	0.00
Consulting/Engineering Fees	0.00	0.00	0.00	385.00
Fire Protection Repairs	2,640.00	0.00		0.00
Comm Levy Sinking	1,140.00	0.00		1,710.00
Plumbing-General	5,467.00	50,000.00	10.93	74,603.98
Rep & Maint-General Building	0.00	13,500.00	0.00	0.00
Gst On Expenses	(1,560.64)	(6,492.73)	24.04	(6,972.64)
<u>TOTAL CAP. WORKS EXPENDITURE</u>	15,606.36	64,927.27		69,726.34
<u>SURPLUS / DEFICIT</u>	\$ 51,474.71	\$ 116,890.91		\$ 58,682.43
Opening Capital Works Balance	265,059.62	265,059.62	100.00	206,377.19
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 316,534.33	\$ 381,950.53		\$ 265,059.62



BCRC

The Owners—Strata Plan No 89124

Building A—2 Saunders Close Macquarie
Park

**Defects advice regarding water
penetration into the basement car park
and associated damages**

CONFIDENTIAL and PRIVILEGED

Version 1.0

10 August 2016

Prepared for the purpose of Litigation

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List of Abbreviations

AS	Australian Standards
AS/NZS	Australian Standards/New Zealand Standards
BCA	Building Code of Australia
HBA	Home Building Act NSW 1989
OC	Owners Corporation
PU	Polyurethane
SOW	Scope of Works
UV	Ultra Violet
WPM	Waterproof membrane

1 INTRODUCTION

1.1 Background

1.1.1 The owners of SP 89124 (OC) are the registered proprietors of Building A at 2 Saunders Close Macquarie Park. The developer was Herring Road Properties Pty. Ltd., and the builder was Toga Constructions Pty. Ltd. This building has a contiguous basement car parking arrangement with the adjacent building at 4 Saunders Close.

1.1.2 It has been found that water is leaking where a cast iron stormwater drainage pipe bringing rainwater from the roof passes through the wall of the stormwater retention tank. There is also a leak though a cold joint in the concrete slab between the elevator structure and the front of the building.

1.1.3 Water was also found to be dripping from the gutter that the builder has installed under the ground floor construction joint between buildings A and B. Furthermore, the sealant installed in the B2 and B3 level construction joint between Buildings A and B has failed.

1.1.4 The Owners Corporation (OC) has also expressed concern regarding possible structural implications of a bow in the south basement retaining wall on B3.

1.2 The brief

1.2.1 On 15 July 2016 I received instructions from Russell Chambers Lawyers acting for the OC to inspect the building and provide my opinions regarding the alleged defects. The brief is attached at Appendix 1.

1.2.2 In particular, I was instructed to:

1.2.2.1 Carry out a detailed inspection of the basement carpark, and other relevant areas of the Strata Scheme and to identify defects resulting from the statutory warranties set out in section 18B of the *Home Building Act 1989*, including without limitation breaches of the

Building Code of Australia to extent that the construction of the building was required to comply with it.

1.2.2.2 To review the documents briefed to me with the letter of instruction and to set out:

1.2.2.3 The location and extent of each instance of defective work that I identify including my observations of fact regarding that defect and any assumptions that I have relied upon

1.2.2.4 My reasoning and opinion as to why each instance of defective work is a breach of the statutory warranties including a reference to any building standards, industry practices, or any other matter that is relevant; and

1.2.2.5 My reasoning and opinion as to what rectification work is required, being the building work that it is necessary to do to put the properties in a state that complies with the requirement of the statutory warranties that were breached, provided that such work is a reasonable course to adopt.

1.3 Expert code of conduct

1.3.1 I have read the Uniform Civil Procedures Rules 2005—Schedule 7 Expert Witness Code of Conduct and the NSW Civil and Administrative Tribunal (NCAT) Procedural Direction 3 for Expert Witnesses and undertake to abide by them. These documents are attached in Appendix 3 to this report. I understand that my overriding duty is to assist the Court or Tribunal impartially on matters relevant my area of expertise.

1.4 Relevant experience

1.4.1 My professional background, relevant experience and qualifications follow, and my detailed CV is attached in Appendix 2:

-
- 1.4.2 Between 1969 and 1975 I was a structural engineer, both designing and supervising structural works ranging from residential buildings, office towers, shopping centres to factories and a coal handling facility at Port Waratah. As a structural engineer I was engaged in the design of the tallest reinforced concrete building in the world at the time: the MLC Centre in Sydney. This put me at the cutting-edge of understanding issues such as shrinkage and creep of reinforced concrete as these issues were critical factors in the design.
- 1.4.3 Between 1985 and 2006, while at the University of New South Wales, I was the director of the Building Research Centre and, subsequently, the Australian Centre for Construction Innovation. In this capacity I supervised field and laboratory research into the materials and processes of construction.
- 1.4.4 While at UNSW I taught Materials Science to construction students, the subject matter included organic and inorganic materials and included a wide range of construction materials including paint systems.
- 1.4.5 Numerous laboratory research projects were undertaken under my oversight. These were almost always funded by industry partners and involved laboratory research and the publication of handbooks interpreting the results for industry. Laboratory research projects included: studies of the corrosion of reinforcing steel in reinforced concrete in marine environments; the effect of crack width on corrosion; the structural performance of high strength binary and ternary concretes; the performance of concrete repair materials; the performance of repaired structures; the causes of stresses between tiling and the underlying render, and the performance of waterproofing systems.
- 1.4.6 Research findings from this program of works are influencing reinforcement detailing practice in reinforced concrete buildings and the Australian Standard (AS3740) for waterproofing to this day.

-
- 1.4.7 Research was also carried out on real structures in the field. These projects included a major study of reinforcement corrosion on buildings; cover measurements on existing buildings and buildings under construction; and the identification of causes of corrosion on buildings. One project examined the performance of protective coatings in the acid environments in sewers and another involved the forensic analysis of the causes of failure in a prestressed girder on a marine environment.
- 1.4.8 During this period (some 15 years), I led an applied research and consulting program into corrosion mechanisms and repair strategies on the Sydney Harbour Tunnel. This work included the development of local cathodic protection (CP) of reinforcement along single cracks; microfine cement grout injection of cracks within concrete structures; the performance of mineral based concrete grouting materials and their impact on corrosion risk; and the comparison of information measuring corrosion risk using half-cell potential measurement and corrosion rate measurement using a guard-ring device. The Sydney Harbour Tunnel work also included the specification and oversight of CP systems and crack and patch repairs.
- 1.4.9 From 1985 to the present, I have provided consulting advice in relation to the failure and rectification of elements of the structure and fabric of buildings and infrastructure. In all, I have provided advice on well over 150 projects ranging from single family residences to 50-storey tower buildings as well as on civil infrastructure such as wharfs and tunnels. The remediation cost of these projects ranged between \$200,000 and \$14 million.
- 1.4.10 My work has included a broad range of issues including the laboratory evaluation of waterproofing systems, laboratory and field based research into the corrosion of reinforcing steel in marine environments; repair of reinforced concrete structures; problems with tiling and tile growth, failure of concrete repair systems, failure of paint systems, failure of cement and lime based render, water penetration and waterproofing; structural and

differential movement; construction detailing and workmanship issues; and
the quality management responsibilities of the parties to a contract.

1.5 Referenced documents

The following documents have been referenced in the preparation of this report:

1.5.1 Architectural plans of for the basements, lower ground and ground floors,
and elevations of buildings A and B for Construction Certificate and FOR
CONSTRUCTION prepared by Turner and Associates and stamped 5 August
2011.

1.5.2 The warranties under Section 18B of the Home Building Act NSW 1989.

1.5.3 The Building Code of Australia

1.6 Site visits

1.6.1 I visited the site on 18 July at 2:00pm, I was accompanied by Mr Stephen
Drach, the building manager. I inspected all three basement levels.

1.6.2 During the site visit I took photographs, some of which are used in this report.

2 EVIDENCE IN RELATION TO CRACKING AND WATER LEAKING INTO THE BASEMENT

2.1 Observations

2.1.1 The following photos of defects pointed out to me by the building manager
were taken by me on 18 June 2016 and are relevant to the basement of
building A.



Photo 1: Photo showing a significant bow in the boundary wall on B3.



Photo 2: Leak at storm water drainage line entry point to retention tank on B1.



Photo 3: Closer view of the leaking junction between the cast iron pipe and concrete wall of the retention tank, this is a close up of the leak shown in Photo 2 above.



Photo 4: Leak at cold joint between floor slab and south side of elevator structure.



Photo 5: Sheet metal catch drain fitted to construction joint between the ground floor slabs of buildings A and B on B1. This drain was found to be leaking.

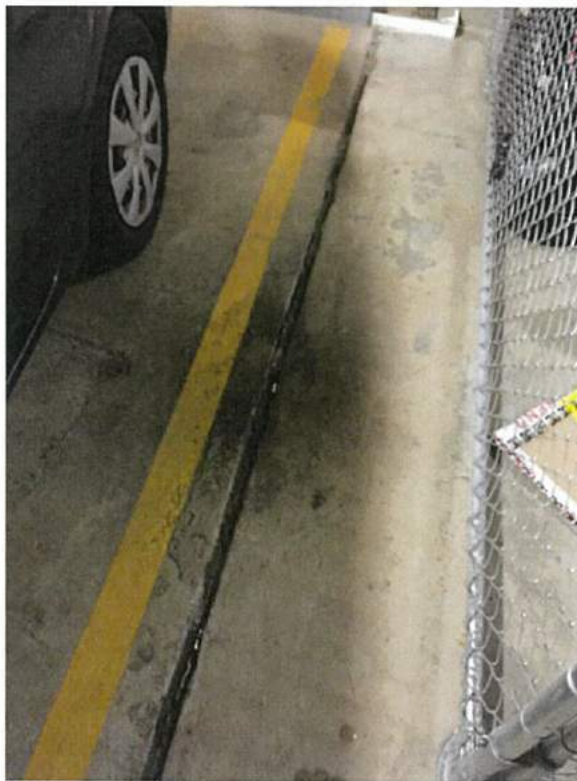


Photo 6: Moisture on surface of slab at construction joint between the B1 floor slab of buildings A and B. Photo taken immediately below location of photo 5.

-
- 2.1.2 The building manager indicated that the OC was concerned regarding the possible structural implications of the bow in the boundary wall at B3 Shown in Photo 1. The bow is best illustrated by looking at the line of contact between the wall and slab to the floor above, as indicated by the red arrow I have added to the photo.
- 2.1.3 The leak at the corner of the retention tank is shown in Photos 2 and 3. Photo 3 clearly shows the source of the leak to be from the joint between the cast iron stormwater drainage line bringing water from the roof and the wall of the retention tank.
- 2.1.4 Photo 4 shows a leak through a cold joint between two concrete pours to the south side of the elevator structure towards the front wall of the building.
- 2.1.5 Photo 5 shows the sheet metal catch drain which has been fitted to the construction joint between buildings A and B on the soffit of the ground floor slab. The catch drain leaks and water was observed on the B1 slab below the catch drain as shown in Photo 6.
- 2.1.6 In Photo 6 it can also be seen that the sealant in the construction joint on B1 between buildings A and B has failed in adhesion, tearing away from the slab on each side. This has allowed water on B1 to leak through the construction joint down to the B2 slab.
- 2.1.7 The water leak into the adjacent Building B which arose as a result of the broken irrigation pipe highlights the inadequacy of the B1 edge drain to cater for unexpected water ingress events and has implications for the drainage system on this building as well.

2.2 The contract specification and what was used

- 2.2.1 I have not been provided with a copy of the specification for this building.

3 MY OPINION REGARDING THE DEFECTS

3.1 Observations and deductions based on my site visit

3.1.1 Because the bow in the B3 boundary wall is reflected in the line of the edge of the slab above, and that slab would have been cast a few weeks after the wall, it is my opinion that this deformation is the result of either formwork movement or inaccuracy during the initial concrete pour. I looked closely at this wall and could see no evidence of structural movement cracking. As such it is my opinion that the bow in the wall is as it was built and poses no risk to the structural performance of the building.

3.1.2 As indicated in paragraph 2.1.3, the water leak at the corner of the stormwater retention tank originates from the point of entry for the cast iron roof stormwater drainage line into the concrete wall of the tank. This may be a result of poor workmanship at the outset or subsequent movement in the pipework. It is my opinion that this joint should have been constructed from the outset as a flexible joint that can accommodate movement between the pipe and the concrete wall.

3.1.3 The leaking cold joint pictured in photo 4 and described in paragraph 2.1.4 is the result of a failure in waterproofing. I have not seen the specification for this building and hence I cannot comment of the construction detail specified. However, a critical performance requirement of a reinforced concrete slab separating a podium parking structure from the outside elements is the exclusion of water. Such exclusion of water can be achieved either through of combination of a slab and waterproofing membrane (WPM) or by designing the concrete structure to be watertight. This is difficult to achieve, but can be done. It is my opinion that the failure to exclude water from the basement creates unacceptable conditions within the basement car park.

3.1.4 I noted that in some locations, the basement walls are wet locally, generally where there is minor cracking in the wall. There are two issues to consider in relation to such leaks, the first is whether the water coming through the walls

will cause durability issues within the concrete walls within the life of the structure and the second is the safety hazard that arises when water sits on car park floors. In my opinion when fresh water seeps through a wall, it will not reduce the life of the structure, and hence the seepage of water through the walls is not of itself a defect as long as the water is prevented from spilling onto the basement slabs.

- 3.1.5 I noted that on B1, a hob was constructed on top of the slab to capture any water coming into the basement, while on the lower basement levels, water behind the wall is allowed into the basement through a series of drainage holes and piped to the lowest level through a series of vertical downpipes. The system appears to be working satisfactorily at the lower levels with the low levels of water ingress being accommodates by the spoon drain and drainage outlets.
- 3.1.6 The flooding event that occurred in the SW corner of the B1 carpark in Building B due to a burst irrigation pipe in the garden in front of the building could occur in this building as well. This event highlighted the inadequacy of the internal drainage system on B1 in both buildings, to handle significant water ingress. The current drainage system at slab edges (edge drains) has small outlets (approximately 50mm diameter) widely spaced (some 20 metre centres) along the wall. Furthermore, the drain at the front (south) is filled with gravel while the drain at the rear is empty. In my opinion the drain on the south side in Building B may have failed simply because the stone in the drain slowed the egress of water and perhaps blocked the outlet some 20 metres away from the leak.
- 3.1.7 The sheet metal catch drain, fixed to both sides of the construction joint between buildings A and B has failed. It is my opinion that the solution as constructed is unable to accommodate the movement between the buildings. It is also my opinion that water entry into the basement should be prevented by the waterproofing of the construction joint above the ground floor slab.

3.1.8 The sealant in the movement joint between buildings A and B in the B1 and B2 slabs has failed, the sealant has pulled away from the slab on the sides of the joint. This is what is known as an adhesive failure and it arises when the force within the sealant caused by movement across the joint exceeds the adhesion of the sealant to the slab. The two primary causes of this failure are:

3.1.8.1 insufficient cleaning/preparation of the face of the slab on each side leading to poor adhesion in the first instance; or

3.1.8.2 the depth of the sealant bead does not comply with the manufacturer's specification, the depth of sealant in a joint must be limited (as specified by the manufacturer) to allow the sealant to stretch without internally rupturing the sealant (cohesive failure) or allowing it to fail in adhesion at the sides of the joint.

3.2 Compliance with the HBA

3.2.1 The warranties under the HBA section 18 B require the builder to provide under subsection (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. A garage within a building forms an integral part of the building and it is my opinion that the slip hazard created by the water leaking onto the garage floor makes the use of the garage hazardous and hence unfit for occupation.

3.2.2 The warranties under the HBA section 18 B require the builder to provide under subsection (f) a warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result... It is my opinion that the failure of work and/or materials used in waterproofing the

cold joint and point of entry for the storm water drainage line to retention tank make the garage unfit for occupation.

3.3 Compliance with the BCA

3.3.1 Water penetration into a car park through the roof slab, boundary wall or storm water system is a breach of the BCA, it creates both a safety hazard and a loss of amenity for the occupants. Water on the smooth surface of a car park floor creates a slip hazard for building occupants.

3.3.2 DP1.3 of the BCA requires that all internal roof drainage components must be watertight. This requirement is breached by the leaks observed at the point of entry of the stormwater drainage lines to the retention tank at B1.

3.3.3 FP1.4 of the BCA requires that a roof and external wall must prevent the penetration of water that could cause unhealthy or dangerous conditions, or loss of amenity for occupants. While a basement is classified as a Class 7 Building in the BCA, the necessity for compliance with FP4 arises because water on the floor of a car park creates an unacceptable safety hazard to the occupants of the building. This performance requirement has been breached by the leak at the cold joint between the elevator structure and the floor slab.

3.4 Risks for the OC that arise from the defects

3.4.1 In my opinion penetrant water poses the following two risks to the buildings occupants:

3.4.1.1 Water entering the garage creates a safety hazard and a nuisance.

3.4.1.2 The ineffective edge drain system provides a substantial threat to the security of occupant possessions in storage cages. Some of the storage cages on B1 are adjacent to poorly constructed edge drains and in future flooding events, items stored in these cages may be water damaged.

3.5 Remediation

3.5.1 It is my opinion that the leaking cold joint discussed in paragraph 3.1.3 above can be sealed by polyurethane (PU) grout injection. PU grout injection has been used to seal leaking cracks and joints for more than half a century, I have specified their application many times in the past 20 years with success and hence I consider that the long term sealing of the slab joint can be achieved with this process.

3.5.2 The work scope for such a remediation as follows:

- clean and prepare the cracks/joints;
- drill injection holes at 45° to 60° which intersect the cracks midway through the depth of the element;
- space the holes at 200mm to 300mm centres, staggering them from side to side;
- insert non return plastic or brass non-return injection packers and tighten taking care not to overtighten as this may cause spalling;
- using a suitable pump to inject the resin at the recommended pressure, continuing to inject until an excess amount of unreacted resin is emitted from the crack;
- once the resin has reached the next packer the resin flow should be stopped and the pump connected to the next packer;
- after 2 or 3 packers have been injected, the operator should return to the first one and attempt to reinject each in turn; and
- remove packers on completion and clean the face of the concrete.

3.5.3 The leak at the joint between the cast iron pipe and the concrete wall of the retention tank can be assumed to be the result of movement between the two elements, hence the remediation requires the installation of a flexible sealant joint that accommodates limited movement. This should be achieved by creating a 12mm wide and 12mm deep groove in the concrete wall around the pipe, cleaning and priming the sides of the groove, and the application of a high solids PU flexible sealant over a closed cell backing rod. Use a material such as Sikaflex-PRO or equivalent.

3.5.4 The work scope for such a remediation is as follows:

- Ensure surfaces to be bonded are free from loose particles, laitance, oils, etc. if required, repair spalled / damaged joints using a proprietary cementitious mortar according to manufacturer's guidelines.
- Prime the faces of the joint with a suitable primer and install a closed cell backing rod to allow the sealant joint to flex.
- Extrude the sealant into the joint using a caulk gun or similar and a nozzle, cut to produce a bead of sealant similar in diameter to the joint to be sealed.
- Tool off the first pass of sealant to ensure sealant spans the full depth and is in full contact with the two sides of the joint.
- Extrude a second pass of sealant to fill the joint if necessary after tooling off the first pass.
- Finish by tooling off the final pass with a damp sponge.

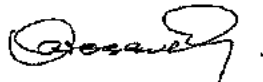
3.5.5 The sealing of the construction joint between buildings A and B in the ground floor slab will require further investigation before I can specify remedial works as I have not been provided construction details and did not undertake a destructive investigation of this joint. A durable long term remedy in my experience involves taking up the terrace tiling over the joint area, constructing raised hobs on each side of the joint if they do not exist, sealing across the joint over the top of the hobs on each side of the joint and welding/sealing the membrane to the slab adjacent to the hob with a suitable membrane and joint sealing system.

3.5.6 The edge drain on the south side of B1 should be modified. I recommend removing the stone from the edge drain so that water flows freely and the cleanliness of the drain can be maintained. I also recommend painting the inside of the drain with a waterproofing membrane to prevent water from simply bypassing the drain and running down the wall to B2. Finally, I also recommend that a vertical 50mm downpipe be installed every 10 metres to run water from the drain on B1 down to the lowest basement to avoid any future overflow events. I recommend a similar treatment of the drain on the north side of the building on B1 with a WPM and a similar increase in the frequency of the drainage outlets.

3.5.7 In relation to the sealant in the movement joints on B1 and B2, I recommend removal of all the existing sealant, grinding the sides clean and priming both sides of the joint. Installing a closed cell backing rod, and applying a flexible, durable sealant with appropriate shore hardness for flooring applications. Use a material such as Sikasil® 728 NS or equivalent.

3.5.8 The work scope for such a remediation is as follows:

- Ensure surfaces to be bonded are free from loose particles, laitance, oils, etc. if required, repair spalled / damaged joints using a proprietary cementitious mortar according to manufacturer's guidelines.
- Prime the faces of the joint with a suitable primer and install a closed cell backing rod to allow the sealant joint to flex.
- Extrude the sealant into the joint using a caulk gun or similar and a nozzle, cut to produce a bead of sealant similar in diameter to the joint to be sealed.
- Tool off the first pass of sealant to ensure sealant spans the full depth and is in full contact with the two sides of the joint.
- Extrude a second pass of sealant to fill the joint if necessary after tooling off the first pass and finish by tooling off the final pass with a damp sponge.



Marton Marosszeky
Managing Partner
8 August 2016

Appendix 1. Russell Chambers brief

Our ref:
Your ref:

TT:TT:150200



15 July 2016

Mr Marton Marosszeky
BCRC
40 Malignan Lane
Mandalong NSW 2264

Email: m.marosszeky@bcrc.com.au

Attention: Marton Marosszeky

Dear Marton,

**The Owners- Strata Plan No
Building Defects Advice
"Building A" 2 Saunders Close, MACQUARIE PARK 2113**

We act for The Owners- Strata Plan No 89124 ("the owners corporation") and write to you as follows:

1 Background

- 1.1 The owners corporation is the registered proprietor of the common property in a 129 lot strata apartment building located at "Building A" 2 Saunders Close, Macquarie Park ("Strata Scheme").
- 1.2 The developer involved in the original construction of the Strata Scheme has been identified as Herring Road Properties Pty Ltd, and the builder has been identified as Toga Constructions NSW Pty Ltd.
- 1.3 Our client expects that the time limitation to bring proceedings against the builder and developer in respect of building defects in the Strata Scheme will expire on 7 November.
- 1.4 Our client has recently become aware of a number of issues located in the basement carpark namely:
 - (a) alleged excessive water ingress;
 - (b) alleged cracking; and
 - (c) alleged defluctive concrete.

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- 1.5 Our client engages you to conduct an inspection of the common areas and units in the Strata Scheme, and prepare a litigation compliant report in accordance with the brief set out below for use as expert opinion evidence in legal proceedings.

2 Brief

- 2.1 To carry out a detailed inspection of the nominated residential units and relevant common areas, and identify defects in the Strata Scheme resulting from breaches of the statutory warranties set out in section 18B of the *Home Building Act 1989*, including without limitation breaches of the Building Code of Australia to extent that the construction of the building was required to comply with it.

- 2.2 Section 18B of the HBA, in the form applying here, provided:

"18B Warranties as to residential building work.

The following warranties by the holder of a contractor licence, or a person required to hold a contractor 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 contractor licence or person required to hold a contractor 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 judgment."

- 2.3 We request you review the documents briefed to you with this letter of instruction and ensure that your report sets out the following:

- (a) the location and extent of each instance of defective work that you identify including your observations of fact regarding that defect and any assumptions you have relied upon;
- (b) your reasoning and opinion as to why each instance of defective work is a breach of the statutory warranties including reference to any building standards, industry practices, or any other matter that is relevant; and
- (c) your reasoning and opinion as to what rectification work is required, being the building work that it is necessary to do to put the property in a state that complies with the requirement of the statutory warranties that was breached, provided that such work is a reasonable course to adopt.

2.4 In providing us with your opinion, we request that you:

- (a) Comply with NSW Civil and Administrative Tribunal Procedural Direction 3: Expert Witnesses and the Schedule 7 Expert Witness Code of Conduct of the *Uniform Civil Procedure Rules 2005* and expressly confirm in your report that you have read those documents, have prepared your report in accordance with them, and that you agree to be bound by them.
- (b) Include a detailed *curriculum vitae* setting out the full details of all your relevant qualifications, expertise and experience sufficient to establish the nature and extent of your specialised knowledge gained through training, study and experience.
- (c) Set out a list of all documents you have relied upon and include any extracts of those documents necessary for a proper understanding of your report.
- (d) Clearly identify the facts which you have relied upon in reaching your opinion. In the case of facts observed by you, your report should evidence your observations in the appropriate form, such as by way of narrative and/or documentary evidence. In the case of facts assumed by you, those assumptions should be expressly stated, together with your basis for making them.
- (e) Set out the methodology you employ in reaching your conclusions.
- (f) Annex a copy of these instructions to your report.

Reasoning

2.5 You report should clearly set out how you have formed your expert opinion by applying your specialised knowledge (gained through your training, study and experience) to the facts you have observed or assumed in a way that permits a reader without technical expertise to understand, evaluate and critique your reasoning and methodology.

Confidentiality

2.6 Documents, reports or correspondence prepared by you in connection with this matter may lead to litigation involving to our client and should be treated as privileged and confidential. All documents should be clearly marked "privileged and confidential" and if delivered should only be delivered to Chambers Russell Lawyers.

3 Documents

3.1 To assist in the preparation of your report, we enclose a copy of the following documents:

- (a) Schedule 7 Expert Witness Code of Conduct of the *Uniform Civil Procedure Rules 2005*;
- (b) NSW Civil and Administrative Tribunal Procedural Direction 3: Expert Witnesses;
- (c) strata plan;
- (d) structural design statement;
- (e) design verification statement;
- (f) the relevant occupation certificates;
- (g) relevant construction certificates;
- (h) certificate of application for construction certificates; and
- (i) relevant plans.

If you have any queries please contact us.

Yours sincerely
Chambers Russell Lawyers



Daniel Russell
Partner
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Contact: Tracey Tran | Lawyer
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Encl

Appendix 2. M Marosszeky CV



Capabilities

Infrastructure and building condition assessment and remedial advice

Litigation advice in relation to quality and durability issues

Facilitation and coaching

Construction process improvement

Value management

Building innovation in construction & maintenance

Due diligence

Projects

Litigation in relation to defective workmanship during construction, a number of matters ranging in value from A\$100,000 to A\$6m

Process improvement with VSL, Edwards Construction, TSA Alliance and National BuildPlan

Development of NT Government Infrastructure Strategy

Evaluation of value created by non cost KPI frameworks in alliance projects

Due diligence of the design of the Orange base Hospital and the Single LEAP 2 Defence Housing

Speaker at Singapore BCA Quality in Construction Conference

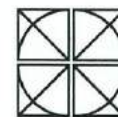
Speaker at Rio Tinto Expansions Projects Division workshop

Speaker at John Holland Water Group Alliancing conference

Keynote speaker on Strategies for Improving Construction Outcomes at NSW Department of Commerce Best Practice Contractor Forum

Curriculum Vitae

Marton Marosszeky Director, BCRC



BCRC

Building & Construction

Research & Consultancy

Qualifications / Training

- Master of Engineering Science UNSW
- Bachelor of Engineering (Honours) Newcastle Industry Associations
- Commercial Mediator, Australian Commercial Dispute Centre

Industry Associations

- Chair of the National Committee for Construction Engineering for Engineers Australia (2005-2007)
- Chair of the NSW Construction Industry Consultative Committee (1991-2006)
- China Friendship Award (1999)
- Chair of the Australian Construction Achievement Awards panel in 2012-13, panel member in 2008 and again in 2011
- Chair, judging panel Alliancing Association Awards 2008-10
- Fellow – Institution of Engineers Australia
- 2003-11 Fellow – Australian Institute of Building

Professional Experience

Marton has been a Director of BCRC since 2006 and was an Executive Consultant at Evans & Peck between 2007 and 2012. His extensive experience as a qualified engineer spans road construction, structural engineering design, construction contractor to expert technical and litigation advice in relation to quality issues, and management consulting in construction and design process improvement and strategic planning.

Before 2007, Marton was a Professor at the University of New South Wales, teaching in the areas of process and productivity improvement, strategy development and implementation. While at UNSW, he founded the Building Research Centre and later the Australian Centre for Construction Innovation.

His work in the durability and repair of concrete structures is nationally recognised. Also, his work in construction process improvement in relation to productivity, safety, quality and environmental management on building and construction projects is widely used on construction projects in NSW. He consults within Australia and overseas.

Marton recently co-authored a book, titled '*Total Quality in the Construction Supply Chain*'. The book examines quality practices in all processes of the construction sector.



BCRC
Building & Construction
Research & Consultancy

Recent Experience

Consulting—Director BCRC and Executive Consultant Evans & Peck

Focus is in two areas; advice regarding quality and durability of building and infrastructure construction including the preparation of litigation reports in relation to these issues. Marton has investigated defect issues on some 100 projects ranging from single dwellings to 50 storey towers and ranging from buildings to road and port infrastructure.

Marton has also taken a lead role in conducting due diligence on the design compliance of major tenders; team coaching in business process improvement and management systems development; and in the development of infrastructure management strategies.

Key quality and litigation projects in matters ranging from A\$100,000 to A\$6m include:

- Expert advice in relation to project manager's role in the achievement of quality;
- Identifying causes of defective workmanship during construction;
- Defining defects and rectification scope of works in relation to remedial building works in the areas of painting, concreting, reinforcement corrosion, tiling, bathroom waterproofing, façade waterproofing, fire stopping between compartments, cement render, plasterboard construction, steelwork protection, and brickwork construction;
- Condition assessment and remedial advice including scoping of remedial works on building fabric related problems; and
- Project management on behalf of clients on major rectification contracts.

Recent projects include giving advice in relation to:

- corrosion condition and rectification of a salt affected basement sub sea level;
- routine building defects including differential movement, render delamination, water penetration arising from poor material selection, poor detailing or defective workmanship, and premature deterioration of materials;
- defects in low rise conversions of heritage buildings to residential and commercial; and
- routine condition assessment of marine infrastructure and the development of long term remediation strategies; and
- the waterproofing failure of a velodrome roof in Melbourne

Lecturer | Senior Lecturer | Associate Professor Foundation Professor of Construction Innovation

UNIVERSITY OF NEW SOUTH WALES (1975 – 2006)

While at UNSW Marton won and raised in excess of \$5 Million for research projects from both competitive and non-competitive sources. Through this role he was able to pursue research in construction management and technology which resulted in more than 175 publications including 42 research monographs, 9 books and book chapters and 7 instructional videos and CD ROMs for industry on topics ranging from quality management and safety to concrete detailing and construction.

Concrete infrastructure

- Leader of one of Australia's most significant research programs in the area of marine durability and repair of concrete infrastructure over a 10-year period including binder system effect on durability, repair systems and strategies, reinforcement corrosion mechanisms, geopolymer concretes and reinforcement detailing.

Housing construction and maintenance

- Leader of one of Australia's most significant research programs in the area residential construction quality and quality management processes, outputs including a CDROM on building housing quality
- Extensive laboratory testing and evaluation of building materials and systems including waterproofing systems, concrete repair systems, adhesive systems, flooring and masonry building systems.

PUBLICATIONS – Marton Marosszeky

CONCRETE TECHNOLOGY RESEARCH

Refereed publications

- Marosszeky, M., Chang, Z. T., and Scerri R., 2004, "The Combined Ring test for Performance Assessment of Repair Materials Under restrained Shrinkage American Concrete Institute.
- Chang, Z. T., Song, X. J., Munn, R. L. and Marosszeky, M. 2004, "Using Limestone Aggregates and Different Cements for Enhancing Resistance of Concrete to Sulphuric Acid Attack", *Cement and Concrete Research*, An International Journal, PA, USA, (Paper submitted and accepted for publication).
- Munn, R. L., Chang, Z. T., Song, X. J. and Marosszeky, M. "Evaluation of Acid Resistance of Various Concretes", Proceeding of Eighth CANMET/ACI International Conference on *Fly Ash, Silica Fume, Slag and Natural Pozzolans in Concrete*, May, 2004, Las Vegas, USA.
- Song, X-J., Chang, Z. T., Marosszeky, M. and Munn, R. (2003). Enhancing acid resistance of concrete by varying cement and aggregate types, *Concrete in the 3rd Millennium, The 21st Biennial Conference of The Concrete Institute of Australia, Book of Proceedings Volume 2*, 851-862.
- Chang, Z. T., Marosszeky, M., Munn, R. L. and Cherry, B. (2002). New Developments in Corrosion Research and Investigation for Concrete Marine Structures, *30th PIANC-AICPN Congress (Ed: R. J. Cox)*, Sydney, Australia.
- Chang, Z. T., Cherry, B. and Marosszeky, M., 2002 "Potential Curvature Method – A new Approach for Corrosion Assessment in Concrete Structures", the 9th International Conference on *Durability of Building Materials & Components*, Brisbane, Australia, March,. (ISBN 0 643 06827 9)
- Chang, Z. T., Cherry, B. and Marosszeky, M. (2002). The Spread of Corrosion from Concrete Crack Zone Due to Macrocell Current Flow in Steel Reinforcement, *15th International Corrosion Congress, Frontiers in Corrosion Science and Technology*, Granada, Spain.
- Marosszeky, M., Chang, Z. T., Munn, R. L., Cox, I., Cherry, B. and Walters, P., 2002 "Sydney Harbour Tunnel – Technical Aspects of Asset Maintenance Strategies for Long Term Serviceability", 9th International Conference on *Durability of Building Materials & Components*, Brisbane, Australia, March,. (ISBN 0 643 06827 9)
- Chang, Z. T, Marosszeky, M. and Munn, R., 2001"Setting Time and Bleeding of Concrete with Binary and Ternary Cements Containing Silica Fume, Fly Ash and Slag", the 20th Biennial Conference of the Concrete Institute of Australia, Proceedings of *"Adding Value Through Innovation"*, 11-14 September, Perth, Western Australia, pp. 79- 88.
- Munn, R., Chang, Z. T. and Marosszeky, M., 2001"Contemporary Design of Concrete for Durability", the 20th Biennial Conference of the Concrete Institute of Australia, Proceedings of *"Adding Value Through Innovation"*, 11-14 September, Perth, Western Australia, pp. 493 - 498.

- Chang, Z. T, Cherry, B and Marosszeky, M., 2001 "Influences of Crack Width on Macrocell Corrosion of Steel Reinforcement in Concrete Beams Immersed in Seawater", the 41st Annual Conference of Australasian Corrosion Association, Proceedings of " *Corrosion And Prevention -2001*", 18-21 November, Newcastle, Australia, Paper No. 35. (ISSN 1442-0139)
- Chang, Z. T, Cherry, B.W. and Marosszeky, M., 2000, "Macrocell and Microcell Corrosion of Steel Reinforcement in the Concrete Crack Zones", Australian Corrosion Association, " *Corrosion and Prevention-2000*", 19-22 November, Auckland, New Zealand, Paper No.29, p1-9.
- Chang, Z. T. and Marosszeky, M. 1999, Temperature Development due to Heat of Hydration in Concretes Containing Silica Fume, Fly Ash or Slag, *Concrete 9—Our Concrete Environment*, eds. Baweja D et al, Concrete Institute of Australia, Sydney
5-7 May, pp 398-405.
- Chang Z.T., Scerri R. and Marosszeky M. 1998, Preliminary Criteria for Qualifying Repair Materials for Restrained Shrinkage and Durability Performance, *Rehabilitation of Structures, Melbourne Second RILEM/CSIRO/ACRA International Conference*, Melbourne 21-23 September.
- Scerri, R., Chang, Z.T., Marosszeky, M. and Morris H. 1997, A Comparison of the Building Research Centre's Combined Ring Test and the Hong Kong Housing Authority's Ring Test, ed., Chirgwin G. J., *Bridge the millennia*, Sydney, *AUSTROADS 1997 Bridge Conference*, Sydney 3-5 December, pp. 171-184, ISBN 0 85588 495 9, E1.
- Chang, Z.T., Marosszeky, M. and Morris, H. 1997, Correlation between Two Chloride Permeability Tests and the Strength of Concrete Containing Silica Fume, Fly Ash and Slag, ed., Chirgwin, G. J., *Bridge the millennia*, Sydney, *AUSTROADS 1997 Bridge Conference*, Sydney 3-5 December, 155-170, 1997, ISBN 0 85588 495 9, E1.
- Chang, Z.T. and Marosszeky, M. 1997, Chloride Penetration and Water Absorption Into Portland Cement, Fly Ash and Slag Concrete under Different Curing Conditions, ed., Malhotra, V. M. *Durability of Concrete*, Michigan USA, American Concrete Institute, 1997 CANMET/ACI *International Conference*, Sydney, 17-22 August, pp. 349-362, 1997, Library of Congress Catalog No. 97-072250, E1.
- Carrick, J. and Marosszeky, M. 1996, Strength Development in High Strength Concretes, *Behaviour of High Strength Concretes*, CIA Seminar September E2 06.
- Marosszeky, M., Chew, M., Arioka, M. and Peck, P. 1993, Reducing Surface Holes to Enhance Durability, *ACI Concrete International*, November, pp. 37-42.
- Marosszeky, M. 1973, Construction Loads in Multi-Storey Buildings, *Transactions of the Institution of Engineers*, Australia, April.
- Marosszeky, M. 1992, Stress Performance in Concrete Repairs, *Rehabilitation of Concrete Structures*, *RILEM International Conference*, Melbourne.
- Yuan, Y. and Marosszeky, M. 1991, Analysis of Corroded Reinforced Concrete Section for Repair, *ASCE, Journal of Structural Engineering*. July.

Yuan, Y. and Marosszeky, M. 1991, Major Factors Influencing the Performance of Structural Repair, *ACI International Conference on Evaluation and Rehabilitation of Concrete Structure and Innovations in Design*, Hong Kong, December, SP128 pp. 819-837.

Marosszeky, M and Gowripalan, N. 1991, Repair of Corrosion Induced Failure on Reinforced Concrete, *The Annual Conference of the Australasian Corrosion Association*, Sydney, November.

Marosszeky, M. and Gowripalan N, 1991, Concrete Durability and Repair, *The Annual Conference of the Australasian Corrosion Association*, Sydney, November.

Marosszeky, M. Yu, JG. and Ng, CM. 1991, The Study of Bond in Concrete Repairs, *The Second CANMET/ACI, International Conference on Durability of Concrete*, Montreal, Canada, August, SP126 pp. 1331-1354.

Marosszeky, M. Chew, M.Y.L 1989, *Durability of Concrete Repair*, Concrete Institute of Australia, *Concrete 89 Conference*, Adelaide, May.

Marosszeky, M., Sade, D. and Griffiths, D. 1988, *Site Study of Factors Leading to a Reduction in Durability of Reinforced Concrete*, American Concrete Institute-SP100 - PP17 1726.

Marosszeky, M. and Chew, M.Y.L. 1987, Site Investigation - Quality of Reinforcement on Buildings and Bridges, *Fourth International Conference on Durability Materials and Components*, Singapore, American Concrete Institute (ACI), November.

Marosszeky M. and Sade, D. 1987, Site Investigation—Quality of Reinforcement Placement, Concrete Institute of Australia, *Concrete 87*, Brisbane, May.

Evans, E.P., Marosszeky, M. et al 1985, Structural Codes and the Profession, *Report of the National Working Part*, Paper C1626, *Annual Conference Institution of Engineers, Australia*, Melbourne, March.

Research Monographs

Chang, ZT., Marosszeky, M. and Kim YJ. 1998, *Properties of Fresh and Hardened Concrete with a Binary Binder System Containing Silica Fume, Fly Ash or Slag*, Building Research Centre monograph, University of New South Wales, Sydney.

Chang, ZT. and Marosszeky, M. 1998, *Properties of Fresh and Hardened Concrete with the Ternary Binder System Containing Two Supplementary Cementitious Materials*, Building Research Centre monograph, University of New South Wales, Sydney.

Scerri, R., Chang, ZT. and Marosszeky, M. 1998 *The Early Age Behaviour of Eight Structural Repair Mortars and Microconcretes*, Building Research Centre monograph, University of New South Wales, Sydney.

Forsythe, P., Trethewy, R. and Marosszeky, M. 1997, *Objective Workmanship Standards in Domestic Construction*, Building Research Centre, Sydney, ISBN 0 7334 1629 2, A2.

Carrick, J., Gowripalan, N. and Marosszeky, M. 1995, *Patterns of Strength Development in High Strength Concrete Columns*, Building Research Centre

- Monograph, University of New South Wales, Sydney, ISBN 0 949169 16 4, A2, 06.
- Chang, ZT., Hotson, J. and Marosszeky, M. 1995, *Penetration of Chloride Ions into Concretes Containing Supplementary Cementitious Materials*, Building Research Centre Monograph, University of New South Wales, Sydney, ISBN 0 949160 17 2, A2, 06.
- Chang, ZT., Marosszeky, M. and Scerri, R. 1995, *The Combined Ring Test for Mortar Evaluation*, Building Research Centre Monograph, University of New South Wales, Sydney, ISBN 0 949160 15 6, A2, 06.
- Marosszeky, M. et al. 1992, *High Strength Concrete Research Progress Report*, Parts 1 & 2 Building Research Centre Monograph, University of New South Wales, Sydney.
- Marosszeky, M., Chew, MYL. and Gowripalan, N. 1991, *Concrete Repair Project—Laboratory Study—Final Report*, Part II, Building Research Centre Report, University of New South Wales, Sydney, September.
- Marosszeky, M., Chew, M.Y.L. and Gowripalan, N. 1991, *Concrete Repair Project - Field Observations of Current Repair Practice—Final Report*, Part I, Building Research Centre Monograph, University of New South Wales, Sydney, September.
- Marosszeky, M. et al. 1987, *Concrete Durability—Final Report*, Building Research Centre monograph, University of New South Wales, Sydney, ISBN No.0949160075.
- Marosszeky, M. and Sade, D. 1987, *Site Study of Factors Leading to a Reduction in Durability of Reinforced Concrete*. Building Research Centre Interim Report, March.
- Marosszeky, M. and Gamble, J. 1987, *Design Detail and Construction of Reinforcement for Durable Concrete*, ISBN No. 09491600 8 3, University of New South Wales, Sydney.

Un-refereed Published Conference and Seminar Papers

- Papworth F., Marosszeky M., *Marine Structures - Maintenance to Ensure Economic Whole of Life Performance*, Maritime Structures 2006 conference, December 2006, Stamford Plaza, Brisbane
- Marosszeky, M. 1991, *Concrete Durability & Repair*, *Concrete Institute of Australia Seminar*, Adelaide, 8 April.
- Marosszeky, M. 1990, *Concrete Durability and Repair*, *Concrete Institute of Australia Seminar*, Newcastle, 26 April.
- Marosszeky, M. 1989, *The Performance of Adhesives and Sealants in Building Facades*, in *Repair of Reinforced Concrete Facades, Seminar*, School of Architecture, University of New South Wales, November.
- Marosszeky, M. and Chew, M.Y.L. 1989, *Field Observations of Current Repair Practice*, *Japan/Australia Workshop on Durability of Reinforced Concrete*, Melbourne.
- Marosszeky, M. 1989 *Responsibility for Getting Reinforcing Steel in the Right Place*, *Concrete Institute of Australia Seminar*, Melbourne, 18 April.

- Marosszeky, M. 1989, Site Investigation of the Quality of Reinforcement Placement on Buildings and Bridges, *CIA Seminar*, Melbourne, 16 March.
- Marosszeky, M. et al. 1988, Factors Influencing the Achievement of Cover in Reinforced Concrete Buildings, Concrete Institute of Australia, Sydney 11 April.
- Marosszeky, M. 1987, Workmanship and Concrete Durability, *Building and Construction Industry Convention*, Master Builders Federation, Sydney Showground, 15 September.
- Marosszeky, M. 1987, Importance of Workmanship in Concrete Durability, *Concrete Durability Seminar*, National Building Technology Centre, Sydney, 9 September.
- Marosszeky, M. 1987, Site Investigation—Quality of Reinforcement Placement, *Concrete Institute of Australia and NSW Branch Seminar*, University of New South Wales, March.
- Marosszeky, M. 1985, Concrete Durability—Responsibility is the Only Cure, *Building Science Forum of Australia Seminar: Concrete Cancer—Is There a Cure?* Masonic Centre, Sydney, July.

Other publications

- Marosszeky, M. and Chew, M.Y.L. 1990, Site Investigation of Reinforcement Placement on Buildings and Bridges, *American Concrete Institute Concrete International*, April.
- Marosszeky, M. and Ryan, W.G. 1989, Getting Concrete Right, *Building News*, September/October.
- Marosszeky, M. 1985, Concrete Cancer—Is there a Cure? *NSW Builder*, July.

QUALITY AND PROCESS IMPROVEMENT RESEARCH

Refereed journal publications

- Marton Marosszeky M. and Jaselskis E., 2005, Re-engineering Commercial Office Construction using "First Tier" Suppliers, *Journal of Construction procurement*
- M. Marosszeky M., Karim K., Chung H.W. and Kumaraswamy M. M., 2005, , Cross Country Comparisons of ISO in Construction, Engineering, Construction and Architectural Management
- Clegg, S. R., Pitsis, T. S., Rura-Polley, T., and Marosszeky, M. 2005, "Building the Olympic Dream: Managing through the future perfect tense". *Organization Science*.
- Clegg, S. R., Pitsis, T. S., Rura-Polley, T., & Marosszeky, M, 2005, Governmentality Matters: Building and Alliance Culture of Interorganizational Collaboration. *Organization Studies*
- Stewart, R.A., Mohamed, S. and Marosszeky, M. (2004) "An empirical investigation into the link between information technology implementation barriers and coping strategies in the Australian construction industry." *Journal of Construction Innovation*, September 2004, vol 4, iss3, pp 155-171(17).
- Karim, K., Davis, S., Naik, N. and Marosszeky, M., Designing an Effective Framework for Performance Measurement, *CIOB Special Publication – Quality Management* January 2004
- Toakley A. R. and Marosszeky M., Towards total project quality, a review of research needs, *Engineering, Construction and Architectural Management*, March 2003
- Pitsis, T. S., Clegg, S. R., Marosszeky, and Rura-Polley, T., Constructing the Olympic Dream: A Future Perfect Strategy of Project Management, *Organization Science*, 14#5, September-October 2003
- Pitsis, T. S., Rura-Polley, T., Clegg, S. R., and Marosszeky, M 2002 " The Odyssey of Project Management: Quality Culture to Quality Cult. *Business Improvement Journal*, 16 (1): 22-26.
- Trethewy R.; Gardner D., Cross, J., and Marosszeky, M. 2001. Behavioural Safety and Incentive Schemes, *Journal of Occupational Health and Safety*. June, pp251-268, v17, n3,
- Langford, D.A.; El-Tigani H. and Marosszeky, M. 2000. Does quality assurance deliver higher productivity, *Construction Management and Economics*, pp775-782, v18, i7
- Dissanayaka, S.M., Kumaraswamy, M.M., Karim, K. and Marosszeky, M. 2000, Evaluating Outcomes from ISO 9000 Certified Quality Systems of Hong Kong Constructors, *Total Quality Management Journal*, Vol 12, No 1
- Trethewy R.; Cross, J.; Marosszeky, M. and Gavin, I. 2000. Safety measurement: a positive approach towards best practice, *Journal of Occupational Health and Safety*, pp237-246, v16, n3
- Sauer, C., Johnston, K., Karim K., Marosszeky M., Yetton P. 1999, Reengineering the Supply Chain Using Collaborative Technology: Opportunities and Barriers to Change in the Building and Construction Industry, *IFIP WG 8.2 New Information Technologies in Organisational Processes: Field Studies and Theoretical Reflections on the Future of Work*, International Federation for Information Processing, Kluwer Academic Publishers, University of Missouri, St Louis, 21-22 August.

Trethewy, R., Marosszeky, M. and Cross, J. 1999, Practices for Improving Contractor Management, *The Journal of Occupational Health and Safety*, CCH Australia Limited, Sydney, Australia, pp. 423-432, v15, n5.

Refereed Conference Papers

Marosszeky, M., Karim, K., Perera, P. and Davis, S. (2005) "Improving Work Flow Reliability Through Quality Control Mechanisms", Proceedings 13th Conference of the International Group for Lean Construction (Ed: Russel Kenley), Sydney

Marosszeky, M. (2005). Best Practice in the Construction supply Chain, Invited address to *World Conference on Quality and Improvement*, AQS Annual Conference, Seattle, USA.

Marosszeky, M. (2005). Performance Measurement in Construction Process Management, Keynote address to *Rethinking and Revitalizing Construction Safety, Health, Environment and Quality*, CIBW99 4th Triennial International Conference, South Africa.

Karim, K., Davis, S., Naik, N. and Marosszeky, M. (2005). The Influence of Accelerated Feedback Loop on Safety in Construction, *Rethinking and Revitalizing Construction Safety, Health, Environment and Quality*, CIBW99 4th Triennial International Conference, South Africa.

Marosszeky, M., Karim, K., Davis, S. and Naik, N. (2004). Lessons Learnt in Developing Effective Performance Measures for Construction Safety Management, *Proceedings 12th Conference of the International Group for Lean Construction* (Ed: Carlos T. Formoso), Denmark.

Karim, K., Davis, S., Marosszeky, M. and Naik, N. (2003). Designing an Effective Framework for Process Performance Measurement in Safety and Quality, *Construction Information Quarterly*.

Marosszeky, M., 2003 Managing Construction Process Risk: Production, Safety, Quality and Environment, Proceedings 11th Conference International Group For Lean Construction, Annual Conference (IGLC11), Blacksburg, US August, 2003

Pitsis, T. S., Clegg, S. R., and Marosszeky, M. 2002 Managing Through the Future Perfect Tense *British Academy of Management Conference*, London 9-11 September.

Chang, Z. T., Marosszeky, M., Munn, R. L. and Cherry, B. (2002). New Developments in Corrosion Research and Investigation for Concrete Marine Structures, *30th PIANC-AICPN Congress* (Ed: R. J. Cox), Sydney, Australia.

Marosszeky, M., Thomas, R., Karim, K., Davis, S. and McGeorge, D. (2002). Quality Management Tools for Lean Production: From Enforcement to Empowerment, *Proceedings 10th Conference of the International Group for Lean Construction* (Ed: Carlos T. Formoso & Glenn Ballard), Federal University of Rio Grande do Sul, Gramado-RS, Brazil. 6-8 August, 2002.

Thomas, R., Marosszeky, M., Karim, K., Davis, S. and McGeorge, D. (2002). The importance of Project Cultures in Achieving Quality Outcomes in Construction, *Proceedings 10th Conference of the International Group for Lean Construction* (Ed: Carlos T. Formoso & Glenn Ballard), Federal University of Rio Grande do Sul, Gramado-RS, Brazil. 6-8 August, 2002.

Marosszeky M., Clegg S. R., Pitsis, T., and Rura-Polley, T., 2002, Institutionalising Alliances in Construction Projects, *European Academy of Management*, Stockholm, 8-10 May

- Chang, Z. T., Cherry, B. and Marosszeky, M., 2002 "Potential Curvature Method – A new Approach for Corrosion Assessment in Concrete Structures", the 9th International Conference on *Durability of Building Materials & Components*, Brisbane, Australia, March,. (ISBN 0 643 06827 9)
- Forsythe, P., Marosszeky, M. and Marsden, P. 2000, Benchmarking Construction Waste Based on landfill Performance, CIB Symposium Construction and Environment—Theory into Practice, Sao Paulo, Brazil, November.
- Karim, K., Marosszeky, M., Chung, H., Kumaraswamy, M. and Low, S.P. 2000, A Comparative Study of ISO 9000 Quality Management Systems in the Construction Industry: Australia, Hong Kong and Singapore, *5th International Conference on ISO 9000 and TQM—Action 2000: Imperatives for Improvement*, Singapore.
- Marosszeky, M., Sauer, C., Johnson, K., Karim, K. and Yetton, P. 2000, Information Technology in the Building and Construction Industry: The Australian Experience, *INCITE 2000—Implementing IT to Obtain a Competitive Advantage in the 21st Century*, The Hong Kong Polytechnique University, Hong Kong.
- Rura-Polley, T., Pitsis, T., Clegg S. R., and Marosszeky M (2000) Managing through Time: The "Future Perfect" Strategy, *US Academy of Management Annual Conference*, Toronto, 3-5 August.
- Teo, M., Loosemore, M., Marosszeky, M., Karim, K. and Gardner, D. 2000, Operatives' Attitudes Towards Waste on Commercial Project, *Proceedings of Sixteenth Annual ARCOM Conference, ARCOM, UK*.
- Trethewy, R.W., Gardner, D., Cross, J. and Marosszeky, M. 2000, Behavioural Safety and Incentive Schemes, *proceedings of The Futuresafe 2000 Conference*, Sydney, 15-17 May.
- Trethewy R., Cross J., Marosszeky M. and Gavin, I. 1999, Safety Measurement: A Positive Approach to Best Practice, *International Conference on Construction Process Reengineering CPR99*, Sydney, UNSW, 12-13 July, Building Research Centre UNSW, Sydney, Australia.
- Karim K. and Marosszeky M. 1999, Process Monitoring for Process Re-Engineering—Using Key Performance Indicators, *International Conference on Construction Process Reengineering CPR99*, Sydney, UNSW, 12-13 July, Building Research Centre, UNSW, Sydney, Australia.
- Forsythe P., Marosszeky M. and Marsden P. 1999, Waste Management in Construction Process Reengineering, *International Conference on Construction Process Reengineering CPR99*, Sydney, UNSW, 12-13 July, Building Research Centre, UNSW, Sydney, Australia.
- Trethewy, R.W., Cross, J. and Marosszeky, M. 1999, Practices for Improving Contractor Management of Safety in the Australian Construction Industry, *proceedings of The Australian Industry Group Conference on Contractor Safety 2000 & Beyond*, Sydney, 11 June.
- Trethewy, R., Cross, J. and Marosszeky, M. 1999, Techniques for Risk Assessment Based on Research in the Demolition Industry, *2nd International Conference on the Implementation of Safety and Health on Construction Sites*, CIB W99, Honolulu, Hawaii, 24-27 March, A. A. Balkema, Rotterdam, Netherlands.

- McCelland, N.C., Carrick, J., Perry, J. and Marosszeky, M. 1998, Behaviour of Structurally Glazed Coupled Mullions, *Australasian Structural Engineering Conference*, Auckland, 30 September-2 October.
- Karim, K., Marosszeky, M., de Valance, G., Miller, R.M. 1997, Practice and Priorities for Benchmarking in the Australian Construction Industry, *Construction Industry Development: Building The Future Together*, Singapore, School of Building and Real Estate, National University of Singapore, *First International Conference on Construction Industry Development*, Singapore 9-11 December, pp. 332-339, E1.
- Marosszeky M., Jaselkis, E., Smithies, T. and McBride, A. 1997, Reengineering the Construction Process Using "First Tier" Suppliers, ed., Mohamed S, *Construction Process Reengineering*, Gold Coast, Griffith University, *International Conference on Construction Process Re-engineering*, Gold Coast 14-15 July, pp. 661-670, ISBN 0 86857 771 5, E1.

Books and Book Chapters

- Oakland J and Marosszeky M, *Total Quality in the Construction Supply Chain* (2005), Butterworth Heinemann, London (in print).
- Lorenz K., Marosszeky M., (2005) Managing Cultural Differences in the Global Construction Industry *People and Culture in Construction: A Reader* ed. Andy Dainty, Stuart Green and Barbara Bagilhole, Taylor & Francis Books Ltd (in print)
- Marosszeky M., 2002, The Impact of IT Enabled Change on Product Supply in Construction, in *Building Design and Construction in the Internet Age*, ed M.Krupps, BCI Asia, Sydney, June (forthcoming)
- Karim K. and Marosszeky M., 2002, Architects In The Age of IT - Information Management and IT In Architectural Practices, in *Building Design and Construction in the Internet Age*, ed M.Krupps, BCI Asia, Sydney, June
- Marosszeky M., Karim K., 2002, Enterprise process Monitoring using key Performance Indicators, in *Building in Value*, eds R. Best and G. de Valance, Butterworth-Heinemann ISBN0750651490 June
- Eds. Karim, K., Marosszeky, M., Mohamed, S., Tucker, S., Carmichael, D. and Hampson, K. 1999, Construction Process reengineering'99, *International Conference on Construction Process Reengineering CPR99*, Sydney, UNSW, 12-13 July, Building Research Centre, UNSW, Sydney, Australia.
- Marosszeky, M. 1999, Innovation, the Key to Improved Value, in *Pre-design Issues in Construction Procurement*, eds. Best, R. and De Valance, and G.Arnold, London.
- Marosszeky, M. 1995, Construction Technology and Urban Development, in *Technological Change and the City*, ed. Troy P, Sydney, The Federation Press, ISBN 1 86287 184 1, B, 11.

Research Monographs

- Thomas, R., Marosszeky, M., Karim, K. and Davis, S., McGeorge, D., 2003, Enhancing Project Completion, Australian Centre for Coinstruction Innovaton, ISBN 0 733420613, pp 28

- Karim, K. and Marosszeky, M. 2000, *Waste Strategies in Commercial Construction—Guidelines for Minimising Waste*, The Australian Centre for Construction Innovation and NSW EPA.
- Karim, K. and Marosszeky, M. 2000, *Waste Minimisation in Commercial Construction—Handbook for Training of Supervisors*, The Australian Centre for Construction Innovation and NSW EPA.
- Forsythe, P., Marosszeky, M., Marsden, P. and Karim, K. 2000, *Handbook for Waste Minimisation in the Housing Industry*, The Australian Centre for Construction Innovation and NSW EPA.
- Karim, K. and Marosszeky, M. 1999, *Benchmarking Construction Consultants*, Building Research Centre monograph, UNSW, Sydney, Australia.
- Sauer, C., Johnston, K., Karim, K., Marosszeky, M. and Yetton, P. 1999, *Information Technology in the Building and Construction Industry: Current Status and Future Directions*, Department of Industry Science and Resources.
- Trethewy, R., Marosszeky, M. and Cross, J. 1998, *Safety Risk Planning in Demolition*, Building Research Centre monograph, University of New South Wales, Sydney.
- Trethewy, R., Marosszeky, M. and Cross, J. 1998, *Safety Risk Planning in Demolition*, Building Research Centre monograph, University of New South Wales, Sydney, ISBN 0 73341 618 7.
- Forsythe, P., Trethewy, R. and Marosszeky, M. 1997, *Objective Guidelines to Acceptable Trade Practice*, Building Research Centre, Sydney, ISBN 0 7334 1630 6, A2.
- Forsythe, P., Trethewy, R. and Marosszeky, M. 1997, *Objective Workmanship Standards in Domestic Construction*, Building Research Centre, Sydney, ISBN 0 7334 1629 2, A2.
- Karim, K., Marosszeky, M., De Valance, G. and Miller R.M. 1997, *Benchmarking Construction*, Building Research Centre, Sydney, ISBN 0 7334 1612 8, A2.
- Marosszeky, M. and Craig Lees, M. 1996, *Consumer Perceptions of Services Provided by the Residential Building Sector*. Building Research Centre Report, November. A2 11.
- Marosszeky, M. et al. 1993, *Quality Management Techniques for the Building Industry*, Building Research Centre Monograph, University of New South Wales, Sydney.
- Marosszeky, M. 1993 *Partnering in the Construction Industry*, Report to the Construction Industry Institute, Australia, February.
- Gordon, K. and Marosszeky, M. 1992, *Maintenance Issues in School Buildings*, Building Research Centre Monograph, University of New South Wales, Sydney.
- Zikmann, R. and Marosszeky, M. 1992, *Inspection Practices in Residential Construction*, Building Research Centre Monograph, University of New South Wales, Sydney.
- Zikmann, R. and Marosszeky, M. 1992, *Quality Management Handbook*, Building Research Centre Monograph, University of New South Wales, Sydney.
- Marosszeky, M. and Forsythe, P. 1988, *Improving Quality in Domestic Construction—Final Report*, Building Research Centre Report, Building Research Centre monograph, University of New South Wales, Sydney, ISBN No. 0949160105.

Forsythe, P., Marosszeky, M., and Uher, T. 1987, *Technical Opinion on the Necessity of Floor Wastes in Class 1 and Class 2 Buildings*, Report for Australian Uniform Building Regulations Coordinating Council, February.

Un-refereed Published Conference and Seminar Papers

Marosszeky, M. 1996, Ensuring Quality in Construction, in *Making Construction Projects Work*, IRR Conference March. E2 11, Sydney.

Marosszeky, M. 1995, Improving Industry Performance, *The Quality Journey, Where to & How*, New South Wales Public Works & Services, Sydney, E2, 11.

Marosszeky, M. 1994, Why Best Practice for OH & S in the Construction Industry, *OH & S in the Building and Construction Industry*, ACI Conferences, November, Sydney.

Marosszeky, M. 1992, Research and Training in Quality, *TAS Quality in Architecture Conference*, Sydney.

Marosszeky, M. 1991, The Benefits of Quality Management, *IIR Conference on Managing Construction Contracts & Claims*, Sydney, August.

Marosszeky, M. 1985, Technical Aspects of Quality Control, *Biennial Conference of Australian Institute of Building: New Directions in Building*, Sydney, 30 August-8 September.

Other publications

Marosszeky, M. 1998, First Tier Suppliers in Lean Construction, *Australian Construction Law Newsletter*, Construction Publications PTY LTD, Avalon, Australia, April/May p52.

Karim, K. and Marosszeky, M. 1997, Benchmarking: A Tool For Lean Construction, ed Tucker, S. N., *Fifth Annual Conference of the International Group for Lean Construction*, Gold Coast, 16-17 July, pp. 157-167.

Marosszeky, M. 1996, Quality Assurance: A Good Idea Gone Wrong? *Architecture Australia*, vol. 85, No 5. C3 11.

Marosszeky, M. 1995, The Potential of Benchmarking in Construction, *NSW Department of Public Works and Services Policy Development Workshop*, March.

Marosszeky, M. 1994, Continuous Improvement Through Objective Assessment in the Construction Industry, *NSW Department of Public Works and Services Policy Development Workshop*, October.

Computer Software

Forsythe, P., Trethewy, R. and Marosszeky, M. 1998, *Guidelines for Acceptable Trade Practice, Toolbook II Instructor*, Asymetrix Asia Pacific, G 11.

Videos

Karim, K. and Marosszeky, M. 2000, *"Not Too Hard"—Minimising Waste*, Summerhill Films, April.

Marosszeky, M. and Forsythe, P. 1989, *Implementing Quality Management*, UNSW Audio Visual Unit (12 minutes), November.

Marosszeky, M. and Forsythe, P. 1989, *Managing Quality*, UNSW Audio Visual Unit (13 minutes), November.

Marosszeky, M. and Forsythe, P. 1989 *Realising the Dream*, UNSW Audio Visual Unit (20 minutes), August.

Marosszeky, M., Sade, D. and Gamble, J. 1989, *Concrete Controversy—Who's Responsible for Concrete Cancer*, UNSW Audio Visual Unit (18 minutes), July.

Marosszeky, M., Sade, D. and Gamble, J. 1987, *Steelfixing—Lets Get It Right*, UNSW Audio Visual Unit (12 minutes), June.

GENERAL MANAGEMENT AND TECHNOLOGY PUBLICATIONS

Refereed Journal Articles

- Marosszeky, M., An Overview of eBusiness Impacts on Product Supply in Construction, The European Conference on Information and Communication Technology Advances and Innovation in the Knowledge Society, Salford, 18-21 November 2002
- Marosszeky, M. 1995, Construction Technology and Urban Development, in *Technological Change and the City*, ed. Troy P, Sydney, The Federation Press, ISBN 1 86287 184 1, B, 11.
- Marosszeky, M. 1986 A Corporate Role for the Professions in Socio-Technical Decision-Making, *World Planning and Housing Congress 1986*, Adelaide, September.
- Evans, E.P., Marosszeky, M. *et al* 1985, Structural Codes and the Profession, *Report of the National Working Part*, Paper C1626, *Annual Conference Institution of Engineers, Australia*, Melbourne, March.
- Marosszeky, M. 1984, General Aspects of Professional Education, *Higher Education Research and Development* V.3 No.2.
- Marosszeky, M. and Runeson, G. 1984, Social and Economic Aspects of Urban Density, *International Housing and Home Warranty Conference*, Sydney, October.
- Marosszeky, M. and Toakley, R. 1983, Codes and the Public Interest, *Annual Conference Institution of Engineers, Australia*, April, pp. 283-286.
- Marosszeky, M. 1982, Ethics and the Professional Institution, *Annual Conference Institution of Engineers Australia*, February, pp. 20-24.
- Marosszeky, M. 1980, Professional Education: A Review of Objectives. *Australasian Engineering Education Conference* Brisbane, September.

Other publications

- Marosszeky, M. 1991 *Office Building Refurbishment* Building Research Centre Monograph, University of New South Wales, Sydney, ISBN No. 7334014 7.
- Marosszeky, M. and Wilkinson, I. 1987, *Survey of the Building Industry*, Commissioned by the Builders Licensing Board, Building Research Centre Report, August.
- Marosszeky, M. and Gamble, J. 1986, *Briefing Methods: A Review of Current Research*. Building Research Centre Report 1.86. ISBN No.0949160059, University of New South Wales, Sydney.
- Marosszeky, M. and Gamble, J. 1985, *Density Design Standards Study*, Building Research Centre Report 2.85, ISBN No. 094916004 0, University of New South Wales, Sydney.
- Marosszeky, M. and Wilkinson I. 1987, *Survey of the Building Industry*, Report for Builders Licensing Board, University of New South Wales, Sydney, August, p 78.
- Marosszeky, M., Judd, B. and Gamble, J. 1986, *A Database for Medium Density Housing Design Standards*. Building Research Centre Report 2.86, Building Research Centre Report, University of New South Wales, Sydney.

Marosszeky, M. 1985, *Slip and Abrasion Resistance of Clay Brick Pavers*, Building Research Centre Report 3.85, University of New South Wales, Sydney.

Marosszeky, M. 1979, *Modular Coordination in the Netherlands*, Study Leave Report UNSW.

Marosszeky, M. 1979, *A Study of European Experience with Systems Building*, Study Leave Report UNSW, p 15

Un-refereed Published Conference and Seminar Papers

Marosszeky, M., 2000, Reengineering the residential timber floor *International Civil Engineering Research Foundation Conference*, Washington D.C.

Marosszeky, M. 1994, Performance Evaluation of Building Facades, *BOMA Seminar*, 26 October, Melbourne.

Marosszeky, M. 1992, Public Sector Cost Management, *Total Asset Management Today*, AIC Conferences, Sydney, August.

Marosszeky, M. 1991, The Case for R & D in the '90, *Building Science Forum Seminar*, Sydney, October.

Marosszeky, M. and Winton, R. 1988, Office Refurbishment—Ensuring Maximum Return on Investment by Doing a Thorough Feasibility Analysis, *Office Refurbishment IRR Conference*, Sydney, 20 April.

Marosszeky, M. 1980, Education for Technical Professional Specialisation, *ANZAAS Conference, Education Section*, Adelaide, May.

Other publications

Marosszeky, M. 1994, Towards a National R & D Strategy for the Australian Building and Construction Industry, Discussion paper for the Construction Industry Development Agency R & D Policy working group.

Marosszeky, M. 1986, Building and Construction Research in Australia, *The Opportunity for a Joint University/Industry Approach AUBEA Conference*, University of New South Wales, May.

Marosszeky, M. 1979, Graduate Professional Education in Building, *The Chartered Builder*, September p 4.

Appendix 3. Codes of Conduct

UNIFORM CIVIL PROCEDURE RULES 2005 - SCHEDULE 7

SCHEDULE 7 – Expert witness code of conduct

(Rule 31.23)

(cf SCR Schedule K)

1 Application of code

This code of conduct applies to any expert witness engaged or appointed:

- (a) to provide an expert's report for use as evidence in proceedings or proposed proceedings, or
- (b) to give opinion evidence in proceedings or proposed proceedings.

2 General duty to the court

- (1) An expert witness has an overriding duty to assist the court impartially on matters relevant to the expert witness's area of expertise.
- (2) An expert witness's paramount duty is to the court and not to any party to the proceedings (including the person retaining the expert witness).
- (3) An expert witness is not an advocate for a party.

3 Duty to comply with court's directions

An expert witness must abide by any direction of the court.

4 Duty to work co-operatively with other expert witnesses

An expert witness, when complying with any direction of the court to confer with another expert witness or to prepare a parties' expert's report with another expert witness in relation to any issue:

- (a) must exercise his or her independent, professional judgment in relation to that issue, and
- (b) must endeavour to reach agreement with the other expert witness on that issue, and
- (c) must not act on any instruction or request to withhold or avoid agreement with the other expert witness.

5 Experts' reports

- (1) An expert's report must (in the body of the report or in an annexure to it) include the following:
- (a) the expert's qualifications as an expert on the issue the subject of the report,
 - (b) the facts, and assumptions of fact, on which the opinions in the report are based (a letter of instructions may be annexed),
 - (c) the expert's reasons for each opinion expressed,
 - (d) if applicable, that a particular issue falls outside the expert's field of expertise,
 - (e) any literature or other materials utilised in support of the opinions,
 - (f) any examinations, tests or other investigations on which the expert has relied, including details of the qualifications of the person who carried them out,
 - (g) in the case of a report that is lengthy or complex, a brief summary of the report (to be located at the beginning of the report).
- (2) If an expert witness who prepares an expert's report believes that it may be incomplete or inaccurate without some qualification, the qualification must be stated in the report.
- (3) If an expert witness considers that his or her opinion is not a concluded opinion because of insufficient research or insufficient data or for any other reason, this must be stated when the opinion is expressed.
- (4) If an expert witness changes his or her opinion on a material matter after providing an expert's report to the party engaging him or her (or that party's legal representative), the expert witness must forthwith provide the engaging party (or that party's legal representative) with a supplementary report to that effect containing such of the information referred to in subclause (1) as is appropriate.

6 Experts' conference

- (1) Without limiting clause 3, an expert witness must abide by any direction of the court:
- (a) to confer with any other expert witness, or
 - (b) to endeavour to reach agreement on any matters in issue, or
 - (c) to prepare a joint report, specifying matters agreed and matters not agreed and reasons for any disagreement, or
 - (d) to base any joint report on specified facts or assumptions of fact.
- (2) An expert witness must exercise his or her independent, professional judgment in relation to such a conference and joint report, and must not act on any instruction or request to withhold or avoid agreement.



NCAT Procedural Direction 3

EXPERT WITNESSES

This Procedural Direction applies to:	Proceedings in all Divisions
Effective Date:	7 February 2014
Replaces Procedural Direction:	NCAT Procedural Direction 3 (20 December 2013)
Notes:	You should ensure that you are using the current version of this Procedural Direction. A complete set of Procedural Directions and Guidelines is available on the Tribunal website at www.ncat.nsw.gov.au

Introduction

1. The Tribunal may rely on evidence from expert witnesses to reach a conclusion about a technical matter or area of specialised knowledge that is relevant to an issue to be determined in proceedings. It is important that experts' opinions are soundly based, complete and reliable.
2. This Procedural Direction sets out:
 - (a) a code of conduct for expert witnesses (based upon Schedule 7 to the *Uniform Civil Procedure Rules 2005*); and
 - (b) information on how experts may be required to give evidence.

Compliance and other matters

3. The Tribunal may excuse an expert witness or any other person from complying with this Procedural Direction before or after the time for compliance.
4. Nothing in this Procedural Direction prevents the Tribunal from giving any directions concerning expert witnesses or expert evidence that the Tribunal considers appropriate in any particular proceedings before the Tribunal.
5. This Procedural Direction is made by the President under s 26 of the *Civil and Administrative Tribunal Act 2013*.

Definitions

Word	Definition
Act	<i>Civil and Administrative Tribunal Act 2013</i>
Rules	<i>Civil and Administrative Tribunal Rules 2014</i>
Expert witness	A person who has specialised knowledge based on the person's training, study or experience and who give evidence of an opinion based wholly or substantially on that knowledge.

6. Words used in this Procedural Direction have the same meaning as defined in the Act and the Rules.

Application

7. This Procedural Direction applies to:
- (a) any evidence given by an expert witness in the Tribunal;
 - (b) any arrangement between an expert and a party for the expert to provide evidence or a report for the purposes of proceedings or proposed proceedings in the Tribunal; and
 - (c) any arrangements for Tribunal appointed experts,
- except that this Procedural Direction does not apply to evidence obtained from treating doctors, other health professionals or hospitals (who might otherwise fall within the definition of expert witness), unless the Tribunal otherwise directs.

Parties' and Experts' Duties

8. Any party who retains an expert to provide evidence or a report for the purposes of proceedings or proposed proceedings in the Tribunal must bring to the expert's attention the contents of this Procedural Direction, including the experts' code of conduct.
9. Where an expert is unable to comply with the experts' code of conduct, whether because of a conflict of interest or otherwise, the expert is not to give evidence or provide an expert's report for use in proceedings in the Tribunal, unless the expert raises the inability with the Tribunal and the Tribunal expressly permits the expert to give evidence or provide a report.

Experts' Code of Conduct

Application of code

10. Subject to paragraph 7, this experts' code of conduct applies to any expert witness who:
 - (a) provides an expert's report for use as evidence in proceedings or proposed proceedings in the Tribunal, or
 - (b) gives opinion evidence in proceedings in the Tribunal.

General duty to the Tribunal

11. An expert witness has an overriding duty to assist the Tribunal impartially on matters relevant to the expert witness's area of expertise.
12. An expert witness's paramount duty is to the Tribunal and not to any party to the proceedings (including the person retaining the expert witness).
13. An expert witness is not an advocate for a party.
14. An expert witness must abide by any direction given by the Tribunal.

Duty to work co-operatively with other expert witnesses

15. An expert witness, when complying with any direction of the Tribunal to confer with another expert witness or to prepare a joint report with another expert witness in relation to any issue must:
 - (a) exercise his or her independent, professional judgment in relation to that issue;
 - (b) endeavour to reach agreement with any other expert witness on that issue; and
 - (c) not act on any instruction or request to withhold or avoid agreement with any other expert witness.

Experts' reports

16. An expert's report must (in the body of the report or in an annexure to it) include the following:
 - (a) the expert's qualifications as an expert on the issue the subject of the report;
 - (b) the facts, and assumptions of fact, on which the opinions in the report are based (a letter of instructions may be annexed);
 - (c) the expert's reasons for each opinion expressed;
 - (d) if applicable, that a particular issue falls outside the expert's field of expertise;

- (e) any literature or other materials used in support of the opinions.
 - (f) any examinations, tests or other investigations on which the expert has relied, including details of the qualifications of the person who carried them out;
 - (g) in the case of a report that is lengthy or complex, a brief summary of the report (to be located at the beginning of the report);
 - (h) an acknowledgement that the expert has read the experts' code of conduct and agrees to be bound by it.
17. If an expert witness who prepares an expert's report believes that it may be incomplete or inaccurate without some qualification, the qualification must be stated in the report.
 18. If an expert witness considers that his or her opinion is not a concluded opinion because of insufficient research or insufficient data or for any other reason, this must be stated when the opinion is expressed.
 19. If an expert witness changes his or her opinion on a material matter after providing a report, the expert witness must immediately provide a supplementary report to that effect containing such of the information referred to in paragraph 16 as is appropriate.

Experts' conference

20. An expert witness must abide by any direction of the Tribunal:
 - (a) to confer with any other expert witness;
 - (b) to endeavour to reach agreement on any matters in issue;
 - (c) to prepare a joint report, specifying matters agreed and matters not agreed and any reasons for any disagreement; and
 - (d) to base any joint report on specified facts or assumptions of fact.
21. An expert witness must exercise his or her independent, professional judgment in relation to such a conference and joint report, and must not act on any instruction or request to withhold or avoid agreement.

How may expert evidence be given?

22. The Tribunal may regulate the conduct of proceedings involving expert witnesses including by:
 - (a) requiring expert evidence to be given by written report;
 - (b) requiring expert witnesses to confer and prepare a joint report, specifying matters agreed and matters not agreed and reasons for any disagreement;

- (c) specifying when and in what order expert evidence at a hearing will be given;
 - (d) controlling the form and duration of cross examination of expert witnesses; and
 - (e) requiring expert witnesses to give evidence at a hearing concurrently.
23. If the Tribunal requires or permits expert witnesses to give evidence concurrently this will usually involve the expert witnesses in one particular field of expertise:
- (a) sitting together in the witness box or some other convenient place in the hearing room;
 - (b) being asked questions by the Tribunal;
 - (c) being asked questions by the parties or their representatives (if any);
 - (d) being given the opportunity to respond to the other witness's evidence, as that evidence is given; and
 - (e) being given the opportunity to ask any questions of the other witness, as the evidence is being given, where those questions might assist the Tribunal in determining the matter.

Wright J

President

7 February 2014

22 February 2017

By email: ebaker@bright-duggan.com.au

Mr Edward Baker

Strata Director

Bright & Duggan

Level 1, 37-43 Alexander Street

CROWS NEST NSW 2065

Dear Mr Baker

2 Saunders Close, Macquarie Park

We refer to the Deed of Agreement dated 29 January 2016 (**Original Deed**) and the subsequent deeds of variation exchanged on 22 September 2016 and on 29 November 2016.

Toga Constructions NSW Pty Ltd, Toga Developments Pty Ltd and Herring Rd Properties Pty Ltd (together, **Toga**), undertake (in consideration for the Owners Corporation not commencing proceedings against Toga on and from 28 February 2017), to formally execute and exchange the further Deed of Variation enclosed to this letter (**Deed**) (being the deed sent in draft form by email from our solicitor to the Owners Corporation's solicitor today) at the earliest opportunity.

The Deed, when executed, will further extend the time limit for the Owners Corporation to commence proceedings in reliance on its rights under the Original Deed to 30 April 2017. The parties have been negotiating the scope of the rectification work of the alleged defects for some months now and a two month extension ought to be sufficient to finalise and document the scope of work.

If the Owners Strata Plan No 89124 is prepared to proceed on this basis, please confirm in writing the Owners Corporation's acceptance by countersigning and returning to us (or our lawyers) a copy of this letter.

Yours sincerely

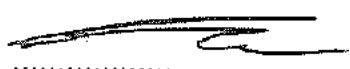
Toga Group of Companies



Fabrizio Perilli

Chief Executive Officer

Development & Construction

countersigned by (SIGN) 

countersigned by (PRINT) **EDWARD BAKER**

Deed of Variation

2 Saunders Close, Macquarie Park

The Owners—Strata Plan No 89124

Herring Rd Properties Pty Ltd [ABN 27 086 726 678]

Toga Constructions NSW Pty Limited [ABN 43 143 154 045]



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2

Details

Date

Parties

The Owners—Strata Plan No 89124 of C/- Bright & Duggan, Level 1, 37-43 Alexander Street Crows Nest NSW ("**Owners Corporation**")

Herring Rd Properties Pty Ltd [ABN 27 086 726 678] of 45 Jones Street Ultimo NSW ("**Developer**")

Toga Constructions NSW Pty Limited [ABN 43 143 154 045] of 45 Jones Street Ultimo NSW ("**Builder**")

(together, "**parties**")

Background

- A. On 29 January 2016, the parties executed a Deed of Agreement ("**the Original Deed**") in order to provide the Owners Corporation with certain legal rights to commence proceedings against the Builder and Developer in the context of the expiry of a statutory time limit to take such proceedings and by that means to allow for a process of negotiation to occur between the parties with respect to alleged defects in the common property in the subject strata scheme.
- B. The background as more fully set out in the Original Deed is incorporated here by reference.
- C. The time limit for the Owners Corporation to take proceedings in reliance on its rights under the Original Deed expired on 30 July 2016.
- D. On 29 July 2016 the Developer and Builder undertook to enter into a further deed with the Owners Corporation which extended the time limit for the Owners Corporation under the Original Deed to take proceedings in reliance on its rights to 30 September 2016.
- E. On 29 September 2016, the Developer and Builder undertook to enter into a further deed with the Owners Corporation which extended the time limit for the Owners Corporation under the Original Deed to take proceedings in reliance on its rights to 30 November 2016.
- F. In November 2016, the parties signed a further deed with the Owners Corporation which extends the time limit for the Owners Corporation under the original Deed to take proceedings in reliance on its rights to 28 February 2017 ("**the Subsequent Deed**").
- G. On 2 December 2016 the parties exchanged the Subsequent Deed.
- H. The parties remain of the view that negotiations with respect to the alleged defects should continue.
- I. The parties have therefore agreed on the terms of this Deed to extend the time for the Owners Corporation to take proceedings to enforce its rights under the Original Deed to 30 April 2017.
- J. The Builder and Developer acknowledge that the Owners Corporation will rely on this Deed in so far as the Owners Corporation will not commence such proceedings on or before 30 April 2017 against the Builder and the Developer under the Original Deed.
- K. The Owners Corporation and Bright & Duggan represent that Bright & Duggan has authority to execute this agreement today as agent for the Owners Corporation such that the parties intend this document to create legal relations on its execution by the Builder, the Developer and Bright & Duggan however the parties acknowledge that execution of this Deed by the Owners Corporation may be subject to ratification.

Agreed terms

1 Varied terms of the Deed

- 1.1 The parties agree that the Original Deed be varied so that, in clause 1.4 of the Original Deed, the first sentence be deleted and be replaced with:

"Proceedings by the Owners Corporation to enforce the warranties in clause 1.1 above in respect of defects previously identified in correspondence between the Owners Corporation and the Builder and the Developer, including defects of those types in any apartments which have not at 30 September 2016 been inspected or identified, may not be commenced after 30 April 2017, or such other date as may be agreed by deed of variation between the parties."

2 Definitions and interpretation

2.1 Interpretation

In this document, unless the context otherwise requires:

- (a) terms defined by use of parenthesis and inverted commas have the meaning so given to them;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes other genders;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) all references to dollars, \$, cost, value and price are to Australian currency;
- (f) a reference to a party includes a reference to their executors, administrators, successors or permitted assigns or substitutes;
- (g) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (h) any reference to legislation includes any amending or replacing legislation;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) headings are for reference only and do not affect interpretation;
- (k) any undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting;
- (m) examples and use of the word 'including' and similar expressions do not limit what else may be included;
- (n) anything includes any part of it and a reference to a group of things or persons includes each thing or person in that group; and
- (o) a reference to this document includes any schedules and annexures.

2.2 Severability

A provision of this document that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect

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the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this document in any jurisdiction.

2.3 Variation

A variation to this document must be in writing and in the form of a deed executed by or on behalf of each party to it.

2.4 Waiver

Any waiver of a right under this document is effective only if express and in writing. If given subject to conditions, a waiver only takes effect subject to compliance with those conditions. A waiver may be in whole or in part.

2.5 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of *forum non conveniens* or those courts not having jurisdiction.

2.6 Service of process

Without preventing any other mode of service, any document in an action or process may be served on any party by being delivered to or left for that party at its address for service of notices under this document.

2.7 Counterparts

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument.

2.8 Confidentiality

The parties must not disclose or publish the contents or effect of this document except to the extent compelled by law or required to put effect to its obligations, or exercise its rights arising under this document.

2.9 Application of the Civil Liability Act 2002


- (a) The parties acknowledge and agree that in respect of the rights conferred, obligations created and liabilities arising under this Deed only:
 - (i) this document makes express provision for their rights, obligations and liabilities under this document with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision of this document that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

Executed as a Deed:

Signature of Secretary/Director
Full name of signatory
Address of signatory

Signature of Director
Full name of signatory
Address of signatory

Common seat



DATE

Signature of Secretary/Director
Full name of signatory
Address of signatory

Signature of Director
Full name of signatory
Address of signatory

Signature of Secretary/Director
Full name of signatory
Address of signatory

Signature of Director
Full name of signatory
Address of signatory



BCATM LOGIC

Building Regulation, BCA,
Fire, Access and Energy Consultants

To: **The Owners Strata Plan 89124**
C/- Bright & Duggan
Level 1, 37-43 Alexander Street,
Sydney NSW 2000

Project: 2 Saunders Close, Macquarie Park

Report: Defect Rectification Schedule

Date: 22 December 2016

Client Contact: Edward Baker

Email: ebaker@bright-duggan.com.au

From: Matthew Harriman

Direct: 02 8484 4044

Email: mharriman@bcalogic.com.au

1.1 Introduction

The following schedule is a simplified version of our original defects report. The purpose of this schedule is to ensure that any defects identified are addressed and rectified by Toga in a compliant manner. BCA Logic will undertake periodic inspections as instructed by the Owners Corporation and their representatives. This document will be updated on an ongoing basis.

As identified building defects are suitably rectified, these items will be determined satisfactory and closed out by BCA Logic. Any item not addressed or not deemed satisfactory will remain open for Toga to address.

1.2 Document Control

Report Version	Date	Comment
Initial	05 October 2016	Prepared based on formal meetings.
Revision 1	22 December 2016	Incorporating Toga's proposed repair methods.
Revision 2	TBC	-
Revision 3	TBC	-
Revision 4	TBC	-
Revision 5	TBC	-



1.3 Items to be formally addressed




The following items have been discussed in various meetings and require further comment by Toga:



1. Balustrades – Toga have advised that additional testing of the balustrades structural requirements has been undertaken by a third party. We have advised that on-site testing is recommended by an independent to ensure that the 'actual' installed system is compliant, specifically those units with longer balustrade lengths.



2 DEFECTS TABLE


2.1 Outstanding Defects



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
Units				
1.	Unit G06 No fire collar to the PEX gas pipe through the bounding wall above the entry door.	1. Proposed double Promat uni collar to be installed from the corridor side. 2. A test report has been identified. 3. Toga to issue BCA Logic all relevant documentation and proposed methods.	No Photograph Taken.	Toga propose to use two Promat CFC 32 Uni Collars joined together. Methodology yet to be provided. Test Report Number A-12-163d
2.	Unit G06 There is a 50mm uPVC pipe located within a 100mm penetration. The penetration is protected with a fire collar. A fire collar is generally not tested for this scenario.	TBC		Toga propose to surround the penetration with a fire rated board and install a fire rated collar. Methodology and materials yet to be provided.
3.	Unit 510 The balcony balustrade exhibits excessive displacement when lateral force is applied. The balustrade returns are not adequately fixed into the adjacent external walls.	TBC		Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards. To be discussed between BCA Logic and Toga.



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
4.	Unit 905 Redundant penetration within Hebel bounding wall.	1. Appropriately seal around the redundant penetration with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the FRL.		Toga will reseal the penetration with Promat Promaseal AN Acrylic Sealant Test Report A-13-816
5.	Unit 905 Unsealed electrical penetrations through the bounding wall above the entry door. Electrical penetrations pass through the head stud of the Hebel wall. This allows the passage of smoke along the top of the head stud.	1. Appropriately seal around the electrical penetrations with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the FRL. 2. Suitably repair the large voids within the Hebel wall in strict accordance with the manufacturer's rectification methods to maintain the FRL of the wall.	 	Toga will reseal the penetration with Promat Promaseal AN Acrylic Sealant Test Report A-13-816



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
6.	<p>Unit 905</p> <p>No fire collar to the PEX gas pipe through the bounding wall above the entry door. The PEX pipe passes through the head stud of the Hebel wall.</p> <p>We note that the PEX pipe is not sealed with a mastic.</p>	<ol style="list-style-type: none"> Supply and install an approved fire collar such as a Promat conduit collar to the conduit and PEX pipe penetrations on both sides of the wall in accordance with the manufacturers recommendations to maintain the FRL. Suitably repair the large voids within the Hebel wall in strict accordance with the manufacturer's rectification methods to maintain the FRL of the wall. 		<p>Toga propose to use two Promat CFC 32 Uni Collars joined together.</p> <p>Methodology yet to be provided.</p> <p>Test Report Number A-12-163d</p>
7.	<p>Unit 905</p> <p>A number of Air conditioning pipes penetrate through the bounding wall with lagging. The penetration is square and is lined with a steel casing that projects approximately 75mm out of the wall. The casing is infilled with an intumescent Grafitex like material.</p> <p>The perimeter of the steel casing is not suitably at the Hebel interface.</p> <p>Query is raised to the adequate sealing of the penetration and whether the grafitex material is located within the Hebel wall itself and not just the mouth of the casing. It is noted that the penetration requiring protection is within the wall and therefore sealing the mouth of the casing is not sufficient.</p>	TBC		<p>Toga propose to surround the penetration with a fire rated board and install a Promat flexi wrap system.</p> <p>Methodology and materials yet to be provided.</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
8.	Unit 905 Unsealed sprinkler pipework through the bounding wall above the entry door. Large square penetration.	TBC		Toga propose to surround the penetration with a fire rated board and seal with Promat Promaseal AN Acrylic Sealant. Methodology and materials yet to be provided.
9.	Unit 1010 Unsealed electrical penetrations through the bounding wall above the kitchen.	1. Appropriately seal around the electrical penetrations with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the FRL.		Toga will seal the penetration with Promat Promaseal AN Acrylic Sealant Test Report A-13-816




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
10.	<p>Unit 1010</p> <p>A number of Air conditioning pipes penetrate through the bounding wall with lagging. The penetration is square and is lined with a steel casing that projects approximately 75mm out of the wall. The casing is infilled with an intumescent Graftex like material.</p> <p>The perimeter of the steel casing is not suitably at the Hebel interface.</p> <p>Query is raised to the adequate sealing of the penetration and whether the graftex material is located within the Hebel wall itself and not just the mouth of the casing.</p> <p>It is noted that the penetration requiring protection is within the wall and therefore sealing the mouth of the casing is not sufficient.</p>	TBC		<p>Toga propose to surround the penetration with a fire rated board and install a Promat flexi wrap system.</p> <p>Methodology and materials yet to be provided.</p>


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
11.	Unit 1010 Poorly sealed sprinkler pipework through the bounding wall above the kitchen. No evidence of mastic. Fire pillow installed within penetration. Large square penetration through the head stud of the Hebel wall. This allows the passage of smoke along the top of the head stud.	TBC		Toga propose to surround the penetration with a fire rated board and seal with Promat Promaseal AN Acrylic Sealant. Methodology and materials yet to be provided.
12.	Unit 1010 The barrier below the openable window is 795mm measured from the finished floor level. The window has no opening restriction. <u>Consequence:</u> There is risk of a person(s) falling from the window.	Defect - Advised PCA instructed for a window restrictor to be provided at time of construction. Agreed BCA Logic to review and provide further comment. We have reviewed PCA comments and BCA Clause D2.16 of BCA2011. Any window opening below a 4m fall measured from the internal floor finish has a concession applicable to not provide a barrier in accordance with BCA Clause D2.16(a). However, where there is a fall of more than 4m, BCA Clause D2.16(g)(C) requires a barrier at a height of 865mm beneath an openable window. It is noted that the window in the closed position is a barrier in itself. There are provisions in other parts of this clause that permit openings to be restricted to 125mm to maintain DTS compliance. It is also noted that the existing windows do not have any climbable elements within 150mm and 760mm. Based on these 3		Toga have advised all windows with a sill height less than 865mm will be checked for a restricting device. Where a restricting device is removed or not evident, Toga shall install one.




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
		<p>criteria being met, compliance with the DTS provisions is achievable.</p> <p>We recommend that for this item to be closed out, all windows with a sill height less than 865mm be checked for a restricting device. Where a restricting device is removed or not evident, Toga are requested to provide one.</p> <p>It may prove diligent to provide a warning sticker to these windows to ensure the occupant maintains the required restrictor.</p>		
13.	<p>Unit 1010</p> <p>The laundry is provided with a sectioned off storage area. Two doors are provided to segregate the laundry from the storage cupboard. No sprinkler head is located within this large storage cupboard. The storage cupboard was measured to be approximately 1.67m wide x 1.01m deep x 2.3m high.</p>	<p>1. Engage a hydraulic engineer/contractor to review the existing sprinkler system and provide an additional sprinkler head within the storage room.</p> <p>2. Alternatively, permanently remove the doors to the storage room to allow a fire to activate the laundry sprinkler head within the original designed timeframe.</p>		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>
14.	<p>Unit 1102</p> <p>Poorly sealed sprinkler pipework through the bounding wall above the kitchen. No evidence of mastic. Fire pillow installed within penetration.</p> <p>Large square penetration through the head stud of the Hebel wall. This allows the passage of smoke along the top of the head stud.</p>	TBC		<p>Toga propose to surround the penetration with a fire rated board and seal with Promat Promaseal AN Acrylic Sealant.</p> <p>Methodology and materials yet to be provided.</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
15.	Unit 1102 No fire collar to PEX gas pipe through the bounding wall. We note that the PEX pipe is sealed with a mastic.	1. Supply and install an approved fire collar such as a Promat conduit collar to the PEX pipe penetration on both sides of the wall in accordance with the manufacturers recommendations to maintain the FRL.		Toga propose to use two Promat CFC 32 Uni Collars joined together. Methodology yet to be provided. Test Report Number A-12-163d
16.	Unit 1201 A number of Air conditioning pipes penetrate through the bounding wall with lagging. The penetration is square and is lined with a steel casing that projects approximately 75mm out of the wall. The casing is infilled with an intumescent Grafitex like material. Query is raised to the adequate sealing of the penetration and whether the grafitex material is located within the Hebel wall itself and not just the mouth of the casing. It is noted that the penetration requiring protection is within the wall and therefore sealing the mouth of the casing is not sufficient.	TBC		Toga propose to surround the penetration with a fire rated board and install a Promat flexi wrap system. Methodology and materials yet to be provided.



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
17.	<p>Unit 1102</p> <p>The balcony balustrade exhibits excessive displacement when lateral force is applied.</p> <p>The balustrade returns are not adequately fixed into the adjacent external walls.</p>	<ol style="list-style-type: none"> 1. Engage a structural engineer to review the existing balustrade system and; determine and test the required loads. 2. Provide vertical structural stiffeners at intervals recommended by the structural engineer. 		<p>Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards.</p> <p>To be discussed between BCA Logic and Toga.</p>
18.	<p>Unit 1105</p> <p>The balcony balustrade exhibits excessive displacement when lateral force is applied.</p> <p>The balustrade is continuous extends across four balconies.</p> <p>The balustrade returns are not adequately fixed into the adjacent external walls.</p>	<ol style="list-style-type: none"> 1. Engage a structural engineer to review the existing balustrade system and; determine and test the required loads. 2. Provide vertical structural stiffeners at intervals recommended by the structural engineer. 3. Provide a fixing mechanism between the individual balcony privacy screens and handrail. Ensure the fixing mechanism does not facilitate climbing. 	<p>No Photograph taken.</p>	<p>Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards.</p> <p>To be discussed between BCA Logic and Toga.</p>
19.	<p>Unit 1201</p> <p>Unsealed hydrant pipework penetrating through the slab above the bathroom.</p>	<ol style="list-style-type: none"> 1. Appropriately seal around the hydrant pipework with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the FRL. 		<p>Toga will reseal the penetration with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
20.	Unit 1201 Unsealed electrical penetrations through the bounding wall above the entry door.	1. Appropriately seal around the electrical penetrations with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the FRL.		Toga will reseal the penetration with Promat Promaseal AN Acrylic Sealant Test Report A-13-816
21.	Unit 1201 No fire collar to electrical conduit and PEX gas pipe through the bounding wall above the entry door. We note that the conduit and PEX pipe are sealed with a mastic.	1. Supply and install an approved fire collar such as a Promat conduit collar to the conduit and PEX pipe penetrations on both sides of the wall in accordance with the manufacturers recommendations to maintain the FRL.	 	Toga propose to use two Promat CFC 32 Uni Collars joined together. Methodology yet to be provided. Test Report Number A-12-163d


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
22.	<p>Unit 1201</p> <p>A number of Air conditioning pipes penetrate through the bounding wall with lagging. The penetration is square and is lined with a steel casing that projects approximately 75mm out of the wall. The casing is infilled with an intumescent Grafitex like material.</p> <p>Query is raised to the adequate sealing of the penetration and whether the grafitex material is located within the Hebel wall itself and not just the mouth of the casing.</p> <p>It is noted that the penetration requiring protection is within the wall and therefore sealing the mouth of the casing is not sufficient.</p>	TBC		<p>Toga propose to surround the penetration with a fire rated board and install a Promat flexi wrap system.</p> <p>Methodology and materials yet to be provided.</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
23.	<p>Unit 1201</p> <p>The laundry is provided with a sectioned off storage area. Two doors are provided to segregate the laundry from the storage cupboard.</p> <p>No sprinkler head is located within this large storage cupboard.</p> <p>The storage cupboard was measured to be approximately 1.7m wide x 0.5m deep x 2.33m high.</p>	<ol style="list-style-type: none"> 1. Engage a hydraulic engineer/contractor to review the existing sprinkler system and provide an additional sprinkler head within the storage room. 2. Alternatively, permanently remove the doors to the storage room to allow a fire to activate the laundry sprinkler head within the original designed timeframe. 	 	<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>
24.	<p>Unit 1201</p> <p>The balcony balustrade exhibits excessive displacement when lateral force is applied.</p> <p>The balustrade is continuous and extends approximately 16m.</p> <p>The balustrade returns are not adequately fixed into the adjacent external walls.</p>	<ol style="list-style-type: none"> 1. Engage a structural engineer to review the existing balustrade system and; determine and test the required loads. 2. Provide vertical structural stiffeners at intervals recommended by the structural engineer. 		<p>Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards.</p> <p>To be discussed between BCA Logic and Toga.</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
25.	Unit 1203 The balcony balustrade exhibits excessive displacement when lateral force is applied. The balustrade is continuous and extends across 4 balconies. The balustrade returns are not adequately fixed into the adjacent external walls.	<ol style="list-style-type: none"> 1. Engage a structural engineer to review the existing balustrade system and; determine and test the required loads. 2. Provide vertical structural stiffeners at intervals recommended by the structural engineer. 3. Provide a fixing mechanism between the individual balcony privacy screens and handrail. Ensure the fixing mechanism does not facilitate climbing. 		Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards. To be discussed between BCA Logic and Toga.
26.	Unit 1206 The balcony balustrade exhibits excessive displacement when lateral force is applied. The balustrade is continuous and extends across 4 balconies. The balustrade returns are not adequately fixed into the adjacent external walls.	<ol style="list-style-type: none"> 1. Engage a structural engineer to review the existing balustrade system and; determine and test the required loads. 2. Provide vertical structural stiffeners at intervals recommended by the structural engineer. 3. Provide a fixing mechanism between the individual balcony privacy screens and handrail. Ensure the fixing mechanism does not facilitate climbing. 		Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards. To be discussed between BCA Logic and Toga.
27.	Unit 1208 The balcony balustrade exhibits excessive displacement in excess of 40mm when lateral force is applied. The balustrade is continuous extends across the balcony for a length of 18m. The balustrade returns are not adequately fixed into the adjacent external walls.	<ol style="list-style-type: none"> 1. Engage a structural engineer to review the existing balustrade system and; determine and test the required loads. 2. Provide vertical structural stiffeners at intervals recommended by the structural engineer. 		Toga have advised that the Owners Corporations Expert (Peter Karsai) is in discussion with an independent testing authority to satisfy testing methodology compliant with the Australian Standards. To be discussed between BCA Logic and Toga.


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
28.	<p>Unit 1208</p> <p>The laundry is provided with a sectioned off storage area. Two doors are provided to segregate the laundry from the storage cupboard.</p> <p>No sprinkler head is located within this large storage cupboard.</p> <p>The storage cupboard was measured to be approximately 1.03m wide x 1.63m deep and 2.33m high.</p>	<p>1. Engage a hydraulic engineer/contractor to review the existing sprinkler system and provide an additional sprinkler head within the storage room.</p> <p>2. Alternatively, permanently remove the doors to the storage room to allow a fire to activate the laundry sprinkler head within the original designed timeframe.</p>	 	<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
29.	<p>General</p> <p>We observed the gas PEX pipes throughout the foyer levels to have no fire collars installed. It is noted that in various instances the gas PEX pipes have been sealed with a mastic.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- Ground Floor- Level 1- Level 2- Level 3- Level 5- Level 6- Level 7- Level 8- Level 9- Level 10- Level 11- Level 12- Level 1 – above U110- Level 1 – above 105- Level 1 – above 102- Level 1 – above 101- Level 2 – NBN cupboard- Level 3 – NBN cupboard- Level 5 – NBN cupboard- Level 6 – NBN cupboard- Level 7 – NBN cupboard- Level 8 – NBN cupboard	<p>1. Supply and install an approved fire collar such as a Promat conduit collar to the PEX pipe penetrations on both sides of the wall in accordance with the manufacturers recommendations to maintain the FRL.</p>	 	<p>Toga propose to use two Promat CFC 32 Uni Collars joined together.</p> <p>Methodology yet to be provided.</p> <p>Test Report Number A-12-163d</p>


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
30.	<p>General</p> <p>We observed electrical conduits and NBN conduits pipes throughout the foyer levels to have no fire collars installed.</p> <p>It is noted that in various instances the conduits have been sealed with a mastic.</p> <p>This was generally observed in the following locations:</p> <ul style="list-style-type: none"> - Ground Floor - Level 1 - Level 2 - Level 3 - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 - Level 12 - Ground Floor – within riser into U3 - Ground Floor – within riser into slab above - Level 3 – U302 - Level 5 – NBN Cupboard x5 through bounding wall - Level 6 – NBN Cupboard x5 through bounding wall - Level 7– NBN Cupboard x5 through bounding wall - Level 8– NBN Cupboard x5 through bounding wall 	<p>1. Supply and install an approved fire collar such as a Promat conduit collar to the conduit penetrations on both sides of the wall in accordance with the manufacturers recommendations to maintain the FRL.</p>		<p>Toga propose to use two Promat CFC 32 Uni Collars joined together.</p> <p>Methodology yet to be provided.</p> <p>Test Report Number A-12-163d</p>

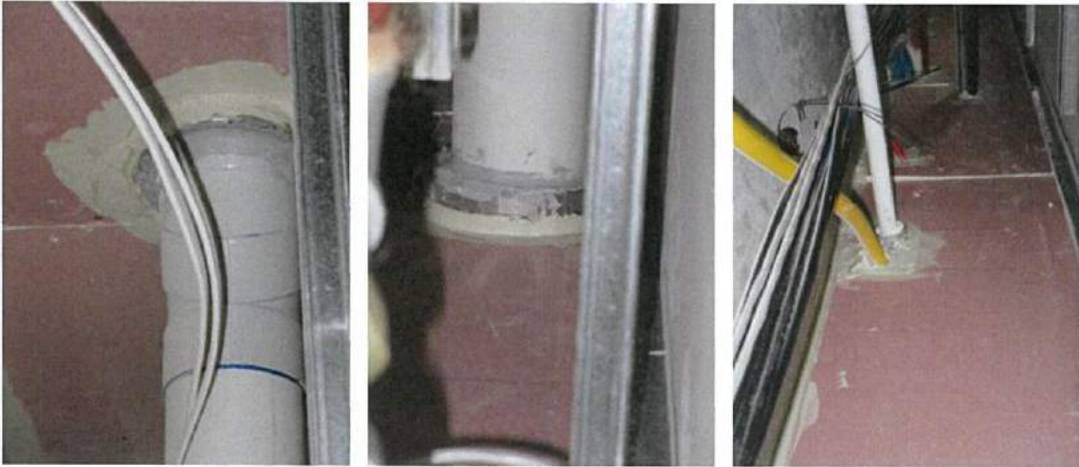
Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
31.	General Isolated 50mm uPVC pipe within riser adjacent Unit 3 penetrating through slab above with no fire collar installed.	1. Supply and install an approved fire collar such as a Promat Uni- collar to the penetration in accordance with the manufacturers recommendations to maintain the FRL.		Toga propose to install a Promat Uni Collar. Methodology yet to be provided. Warrington Test Report 34306800
32.	General Large void within riser adjacent Unit 3 with conduit and A/C pipework penetrating through.	1. Supply and install an approved Magnesium silicate board (Such as Trafalagar Maxilite system) around the penetrations and secure to the slab in accordance with the manufacturers recommendations. 2. Supply and install a suitable retro-fit fire collar such as a Promat conduit collar to the conduit penetration in accordance with the manufacturers recommendations to maintain the FRL. 3. Seal around the A/C pipework steel casing with an approved fire rated mastic.		Toga concur with BCA Logics Scope of work.




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
33.	<p>General</p> <p>The air conditioning pipes penetrate through the bounding walls with lagging on each level.</p> <p>The penetrations are square and are lined with a steel casing that projects up to approximately 75mm out of the wall in each instance. The casing is infilled with an intumescent Graftex like material.</p> <p>Query is raised to the adequate sealing of the penetration and whether the graftex material is located within the Hebel wall itself and not just the mouth of the casing.</p> <p>It is noted that the penetration requiring protection is within the wall and therefore sealing the mouth of the casing is not sufficient.</p>	TBC		<p>Toga propose to surround the penetration with a fire rated board and install a Promat flexi wrap system.</p> <p>Methodology and materials yet to be provided.</p>
34.	<p>Smoke Doors</p> <p>The corridors to all levels are measured to be greater than 40m. Therefore smoke doors are required.</p> <p>We noted that the smoke doors have gaps evident when in the closed position on the following Levels:</p> <ul style="list-style-type: none"> - Ground Floor - Level 1 - Level 5 	<ol style="list-style-type: none"> 1. Adjust the existing doors to ensure that they are fully operable and close simultaneously in the correct position to prevent the free passage of smoke. 2. Remove all existing smoke seals. 3. Supply and install a fully compliant smoke seal system such as a <i>Lorrient</i> smoke seals in accordance with the manufacturer's recommendations suitable for the gaps within the smoke doors. 		<p>Toga to adjust seals to prevent free passage of smoke.</p>


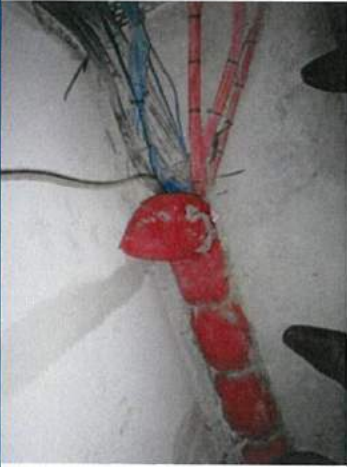
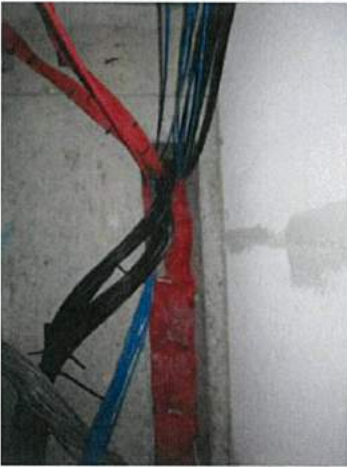

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
35.	<p>General</p> <p>We noted that there are no sprinkler heads located within the ceiling voids throughout.</p> <p>The ceiling voids varied in height between each level with the ground floor measured to be 600mm high.</p> <p>Level 6 was measured at 360mm high.</p> <p>Level 12 was measured at 460mm high.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- Ground Floor- Level 1- Level 2- Level 3- Level 5- Level 6- Level 7- Level 8- Level 9- Level 10- Level 11- Level 12	<ol style="list-style-type: none">1. Supply and install a compliant sprinkler system throughout the ceiling voids in accordance with AS2118.1-1999.2. Alternatively, provide fire and draft stops every 15m in accordance with Clause 5.6.1 of AS2118.1-1999.		<p>Toga to install draft stops in ceiling void at 15m intervals.</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
36.	<p>General</p> <p>We identified a number of Magnasense differential pressure transmitters installed within service cupboards adjacent to the fire isolated stairs.</p> <p>The small clear plastic tubing penetrating the fire isolated stairs was not sealed.</p> <p>This affected all levels and fire stair wells.</p>	<ol style="list-style-type: none"> 1. Due to the nature of the plastic tubing, there is an unknown product that would be suitable for this application. 2. Therefore, we recommend a passive fire consultant is engaged to provide advice on a suitable system. 3. Based on the flexibility of the tubing, it may prove useful to use a Promat Grafitex or Hilti intumescent Mastic coned out around the pipe. This will allow for the mastic to expand and seal the penetration and collapse the pipe. 		<p>Toga to install Hilti Sealant CP 611A</p> <p>Test Report RIR 27912900.3</p>
37.	<p>General</p> <p>Electrical cupboards and fire hose reel cupboards</p> <p>The junctions between the Hebel panels and floor slab bounding the SOU's have not been adequately sealed.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Ground Floor - Level 1 - Level 2 - Level 3 - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 - Level 12 	<ol style="list-style-type: none"> 1. Appropriately seal the Hebel wall and slab junctions with an approved fire rated mastic in accordance with the manufacturer's recommendations. 		<p>Toga to reseal with CSR Fireseal.</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
38.	<p>General</p> <p>Fire hose reel cupboards</p> <p>Unsealed copper pipes and data cables through the slab above.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- Level 5- Level 6- Level 7- Level 8- Level 9- Level 10- Level 11- Level 12	<p>1. Appropriately seal the copper pipe and data cable with an approved fire rated mastic in accordance with the manufacturer's recommendations.</p>		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
39.	<p>We observed a number of uPVC pipes with retro fit fire collars installed.</p> <p>The junction between the fire collar and pipe has been sealed.</p> <p>This covers the intumescent material.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- Level 1 – x2 PVC pipes- Level 2 – U213 PVC pipe- Level 2 – Garbage room PVC pipe- Level 3- Level 5- Level 6- Level 7- Level 8- Level 9- Level 10- Level 11- Level 12	<ol style="list-style-type: none">1. Gain access to the affected fire collars.2. Remove the mastic obstructing the intumescent ring.		<p>Toga propose to remove the fire rated mastic.</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
40.	<p>Electrical/Communications cupboard</p> <p>We identified a number of unsealed electrical, communications and data cables penetrating through the corridor walls.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Ground Floor - Level 1 - Level 2 - Level 3 - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 - Level 12 	<ol style="list-style-type: none"> 1. Appropriately smoke seal around the electrical/communications/data cable(s) with a fire rated mastic in strict accordance with the manufacturer's recommendations. 2. Where there is an excessive sized penetration, suitably smoke seal with a non-combustible product. 	 	<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>
41.	<p>Electrical/Communications cupboard</p> <p>We noted that the floor penetrations where electrical, communications and data cables pass through are pre-formed voids infilled with fire rated pillows and sealed with fire rated mastic.</p> <p>We note that generally the cable bundles at each floor level vary between 100mm and 150mm and located to one side of the void.</p>	<ol style="list-style-type: none"> 1. Remove the existing fire pillows and all mastic. 2. Cut back any electrical conduits passing through the void for the thickness of the pillows or that are located within the slab. 3. Suitably bundle the electrical, communications and data cables into bundles no greater than 50mm. 4. Separate the newly formed bundles in accordance with the fire pillow manufactures recommendations. 5. Reinstall the existing fire rated pillows in a vertically stacked manner within the pre-formed void. The pillow 		<p>As per BCA Logic Scope.</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
	<p>The cable bundles are poorly sealed. There are large gaps between fire pillows.</p> <p>We note that the fire pillows are located at the top of the penetration and protrude above the finished floor slab. The pillows have been installed horizontally.</p> <p>It is noted that the pillows have been sealed from the top only.</p> <p>Furthermore, we noted a number of electrical conduits passing through the pillows or floor slab with no fire collars or smoke seals to their openings.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- Ground Floor- Level 1- Level 2- Level 3- Level 5- Level 6- Level 7- Level 8- Level 9- Level 10- Level 11- Level 12	<p>should extend within the penetration so it does not protrude above or below the void.</p> <p>6. Provide additional pillows as required to fill the void.</p> <p>7. Seal the perimeter junctions and junctions between pillows with a fire rated mastic in strict accordance with the fire pillow tested details. Confirm with manufacturer if sealing from the top only is compliant with the tested system.</p> <p>8. Fire pillow system and fire rated mastic in strict accordance with the manufacturer's recommendations.</p> <p>9. Where conduits are cut back through the slab, appropriately seal around the conduit with a fire rated mastic in strict accordance with the manufacturer's recommendations from below.</p> <p>Installation recommendation (trafalgarfire.com.au)</p> 	  	




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
42.	<p>Electrical/Communications cupboard</p> <p>We identified a number of unsealed electrical, communications and data cables penetrating through the bounding walls of the adjoining units.</p> <p>There were a number of redundant penetrations through the bounding walls.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- Ground Floor – x2 cables- Level 1 – unsealed void- Level 2- Level 3- Level 5- Level 6- Level 7- Level 8- Level 9 – x1 cable- Level 9 – x1 redundant- Level 10- Level 11 – x2 cables- Level 12	<ol style="list-style-type: none">1. Appropriately seal around the electrical/communications/data cable(s) and any redundant penetration with a fire rated mastic in strict accordance with the manufacturer's recommendations.2. Where there is an excessive sized penetration or oversized redundant penetration, supply and install an approved Magnesium silicate board (Such as Trafalgar Maxilite system) around the penetration and secure to the wall in accordance with the manufacturers recommendations.	 	<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>

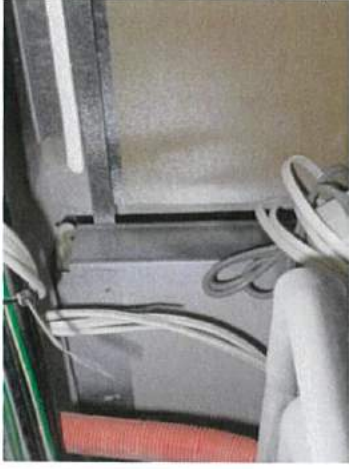


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
43.	<p>Electrical/Communications cupboard</p> <p>We observed a number of conduits with no fire collars penetrating through the bounding walls.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Ground Floor - x1 conduit - Level 1 - Level 2 - Level 3 - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 - Level 12 	<ol style="list-style-type: none"> Supply and install a suitable retro-fit fire collar such as a Promat conduit collar to the conduit penetrations in accordance with the manufacturers recommendations to maintain the FRL. 		<p>Toga propose to use two Promat CFC 32 Uni Collars joined together.</p> <p>Methodology yet to be provided.</p> <p>Test Report Number A-12-163d</p>
44.	<p>NBN Cupboard</p> <p>Electrical cables and conduit located half within the corridor and half within adjacent Unit bounding wall. This was observed in the following locations:</p> <ul style="list-style-type: none"> - Level 2 - Level 3 - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 - Level 12 	<ol style="list-style-type: none"> Box out the electrical conduit with an approved two way fire rated system such as Trafalgar Maxilite board to maintain an FRL of -/60/60. Supply and install a new retro-fit conduit collar to electrical conduit in strict accordance with the manufacturer's recommendations. 		<p>Toga propose to surround the penetration with a fire rated board and install a Promat Uni collar.</p> <p>Methodology and materials yet to be provided.</p>


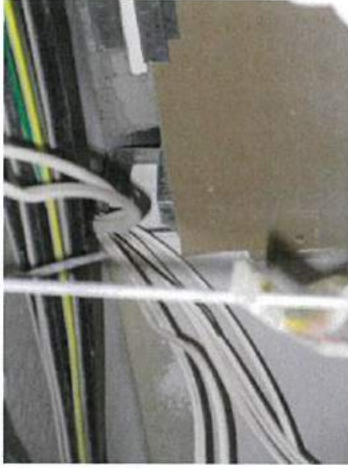

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
45.	<p>Ground, Level 1 and Level 2 Foyers</p> <p>The Ground, Level 1 and Level 2 foyers are all interconnected by a void/atrium to the east of the building.</p> <p>The following measurements were taken:</p> <ul style="list-style-type: none"> - Ground level corridor 12m - Level 1 corridor 18m - Level 2 corridor 18.8m <p>This is a total of 48.8m. As the combined length of these corridors is greater than 40m, smoke doors are required to be provided at a maximum of 40m intervals.</p> <p>We note as the building is sprinkler protected and the void does not connect more than 3 storeys with one being at a level of egress, this is not classified as an Atrium under BCA Clause G3.1.</p>	<ol style="list-style-type: none"> 1. Provide automatic closing smoke doors in the held open positions with fail-safe devices to between ground, level 1 and level 2 in accordance with BCA Clause C2.14. 2. Smoke doors are to continue to the underside of the floor slab above. 3. Fail safe devices are to be interlinked with the existing building detection and alarm system to ensure release of the doors upon activation of a building alarm. 4. Provide additional illuminated exit signage in accordance with BCA Clause E4.5 as required. 5. Provide additional smoke detection and alarm system as required either side of the new smoke doors. 6. Make good existing ceiling lining to match existing finish and all adjacent areas. 7. Alternatively, as the building is sprinkler protected, engage a qualified fire safety engineer to explore an option to provide a performance solution to this non-compliance. 	No Photograph Taken	TBC




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
46.	<p>Ground Floor</p> <p>The final glass discharge doors from ground floor to a road or open space are electronically operated.</p> <p>We noted that the doors open inwards.</p> <p>There is a metal 'L' bracket at the top of the door restricting it from opening inwards.</p> <p>Furthermore, we note that the Final Fire Safety Measures listed in the CC also includes Fail safe devices. It is assumed that this relates to these doors.</p>	<ol style="list-style-type: none"> 1. Based on the configuration of the door being restricted from opening in the direction of egress, this defect would be impractical to fix, we recommend that an Alternative Solution be explored for the door opening inwards based on the low population and fire isolated exits available. 2. Engage the maintenance contractor to undertake a fire trip test of the buildings emergency services and confirm if the automatic door has a fail-safe device fitted. 3. Provide a failsafe device interconnected with the sprinkler system as required subject to fire trip. 		TBC
47.	<p>Level 2 - Southern Fire hose reel Cupboard</p> <p>The junctions between the Hebel panels and floor slabs both top and bottom bounding the SOU have not been adequately sealed.</p>	<ol style="list-style-type: none"> 1. Appropriately seal the Hebel wall and slab junctions with an approved fire rated mastic in accordance with the manufacturer's recommendations. 		Toga to reseal with CSR Fireseal.




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
48.	<p>Level 2</p> <p>The junctions between the Hebel panels and floor slabs both top and bottom bounding the SOU have not been adequately sealed.</p> <p>There is no head channel supporting the top of the Hebel wall panel bounding U 205.</p> <p>There are 2 redundant penetrations within the Hebel wall panels with a large damaged section adjacent.</p>	<ol style="list-style-type: none"> 1. Remove the Hebel wall panels. 2. Supply and install a Hebel head track secured to the slab soffit. 3. Supply and install new Hebel wall panels in accordance with the manufacturer's recommendations. 4. Appropriately seal the Hebel wall and slab junctions with an approved fire rated mastic in accordance with the manufacturer's recommendations. 	 	As per BCA Logic Scope.
49.	<p>Level 2</p> <p>The corridors to all levels are provided with smoke doors and walls.</p> <p>We noted an unsealed electrical conduit penetrating through the smoke wall.</p>	<ol style="list-style-type: none"> 1. Appropriately seal the conduit with an approved smoke/fire rated mastic in accordance with the manufacturer's recommendations 		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
50.	Level 5 - Southern Fire hose reel Cupboard The junctions between the Hebel panels and floor slabs both top and bottom bounding the SOU have not been adequately sealed.	1. Appropriately seal the Hebel wall and slab junctions with an approved fire rated mastic in accordance with the manufacturer's recommendations.		Toga to reseal with CSR Fireseal.
51.	Level 5 fire hose reel cupboard There is an isolated PVC Pipe that is smoke sealed from the top in which is approximately 400mm from the floor slab. The penetration requires protection at the point of penetration.	1. Gain access to the area below. 2. Supply and install an approved retro fit fire collar around the PVC pipe in accordance with the manufacturer's recommendations. 3. Cut the pipe flush with the floor slab and reinstate the existing pillow to provide a smoke barrier. Suitably smoke seal the pillow in place.		As per BCA Logic scope.
52.	Level 6 The corridors to all levels are provided with smoke doors and walls. We noted poorly sealed electrical cables conduit penetrating through the smoke wall.	1. Appropriately seal the conduit with an approved smoke/fire rated mastic in accordance with the manufacturer's recommendations		Toga to reseal with Promat Promaseal AN Acrylic Sealant Test Report A-13-816



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
53.	Level 6 The garbage room wall and corridor are not sealed to maintain the required FRL's at the external wall/garbage room/corridor interface.	<ol style="list-style-type: none"> 1. Gain access to the junction within both the corridor and ceiling void. 2. Engage a qualified passive fire consultant to provide a fire stopping system to maintain the FRL's of the bounding walls. 		As per BCA Logics Scope of works.
54.	Level 6 – Southern foyer Unsealed data cables through the bounding wall of Unit 602.	<ol style="list-style-type: none"> 1. Appropriately seal the data cables with an approved fire rated mastic in accordance with the manufacturer's recommendations. 		Toga to reseal with Promat Promaseal AN Acrylic Sealant Test Report A-13-816
55.	Level 8 – NBN Cupboard Unsealed sprinkler pipework through bounding wall.	<ol style="list-style-type: none"> 1. Appropriately seal the sprinkler pipe with an approved fire rated mastic in accordance with the manufacturer's recommendations. 		Toga to reseal with Promat Promaseal AN Acrylic Sealant Test Report A-13-816




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
56.	<p>Level 9</p> <p>The corridors to all levels are provided with smoke doors and walls.</p> <p>We noted poorly sealed electrical cables conduit penetrating through the smoke wall.</p>	<p>1. Appropriately seal the conduit and electrical cables with an approved smoke/fire rated mastic in accordance with the manufacturer's recommendations</p>		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>
57.	<p>Level 9</p> <p>The garbage room wall and corridor are not sealed to maintain the required FRL's at the external wall/garbage room/corridor interface.</p>	<p>1. Gain access to the junction within both the corridor and ceiling void.</p> <p>2. Engage a qualified passive fire consultant to provide a fire stopping system to maintain the FRL's of the bounding walls.</p>		<p>As per BCA Logics scope of works.</p>
58.	<p>Level 9 – NBN Cupboard</p> <p>Unsealed sprinkler pipework through bounding wall.</p>	<p>1. Appropriately seal the sprinkler pipe with an approved fire rated mastic in accordance with the manufacturer's recommendations.</p>		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
59.	Level 10 – NBN Cupboard Unsealed sprinkler pipework through bounding wall.	1. Appropriately seal the sprinkler pipe with an approved fire rated mastic in accordance with the manufacturer's recommendations.		Toga to reseal with Promat Promaseal AN Acrylic Sealant Test Report A-13-816
60.	Level 11 – NBN Cupboard X2 poorly sealed copper pipework through bounding wall of Unit 1102.	1. Appropriately seal the copper pipe with an approved fire rated mastic in accordance with the manufacturer's recommendations.		Toga to reseal with Promat Promaseal AN Acrylic Sealant Test Report A-13-816
61.	Level 11 – NBN Cupboard There are x2 plastic water pipes penetrating through the bounding wall of Unit 1101 with no fire collar installed.	1. Gain access into the ceiling space as required. 2. Supply and fix an approved retrofit fire collar suitable for plastic pipework in accordance with the manufacturers recommendations.		Toga propose to use two Promat CFC 32 Uni Collars joined together. Methodology yet to be provided. Test Report Number A-12-163d


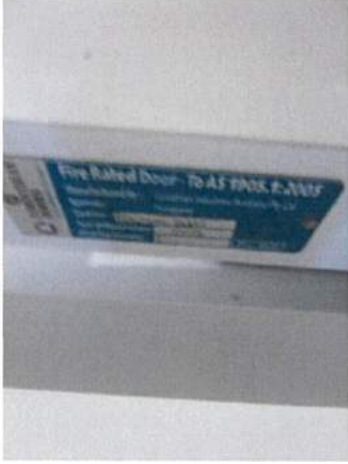

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
62.	Level 12 - NBN Cupboard Sprinkler pipework is located half within the corridor and half within adjacent Unit bounding wall.	1. Box out the sprinkler pipework with an approved two way fire rated system such as Trafalgar Maxilite board to maintain an FRL of -/60/60.		As per BCA Logics scope of works.
63.	Level 12 – Garbage Room Unsealed flexible sprinkler pipework through garbage shaft.	1. Appropriately seal the sprinkler pipe with an approved fire rated mastic in accordance with the manufacturer's recommendations.		Toga to reseal with Promat Promaseal AN Acrylic Sealant Test Report A-13-816
64.	Level 12 – Garbage Room Unprotected plastic water pipe penetrating through the garbage room shaft with no fire collar installed.	1. Supply and fix an approved retrofit fire collar suitable for plastic pipework in accordance with the manufacturers recommendations.		Toga propose to use two Promat CFC 32 Uni Collars joined together. Methodology yet to be provided. Test Report Number A-12-163d



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
65.	<p>Level 12 – Garbage Room</p> <p>The garbage chute riser finishes short of the roof. The shaft lid is required to maintain an FRL or continue above the roof.</p> <p>There is a large void above the shaft between the adjoining SOU.</p>	<ol style="list-style-type: none"> 1. Gain access to the roof. 2. Remove the existing weatherproof capping. 3. Supply and install a lightweight fire rated lid between the shaft and SOU to maintain the required FRL or continue the shaft through above the roof lining. 4. Provide a new weatherproof capping to support the shaft projection. 		<p>Toga propose to enclose the top of the shaft with a fire rated board.</p> <p>Methodology yet to be provided.</p>
66.	<p>Ground floor – Garbage room</p> <p>There are various PVC pipes penetrating through the floor slabs and walls with no fire collars.</p> <p>There are a number of 50mm pipes located in 100mm slab block outs with no protection.</p> <p>There were approximately 5 instances within the garbage room.</p>	<ol style="list-style-type: none"> 1. Where the penetration is too large, surround the PVC with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening in the wall is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours. 2. Seal between the pipe and the board with an acrylic fire rated sealant (such as Trafalgar Fyreflex, or equivalent). 3. Provide a retrofit fire collar to each PVC pipe (such as a Promat Retrofit Fire Collar), installed in accordance with the manufacturers specifications. 	 	<p>As per BCA Logics scope of works.</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
67.	<p>Ground floor – Garbage room</p> <p>There are various copper pipes penetrating through the floor slabs with no fire stopping.</p> <p>There are a number of pipes located in 100mm slab block outs with no protection.</p> <p>There were approximately 6 instances within the garbage room.</p>	<ol style="list-style-type: none"> Where the penetration is too large, surround the PVC with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening in the wall is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours. Seal between the pipe and the board with an acrylic fire rated sealant (such as Trafalgar Fyreflex, or equivalent). 	 	<p>Toga will surround the oversized penetration with a fire rated board.</p> <p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>

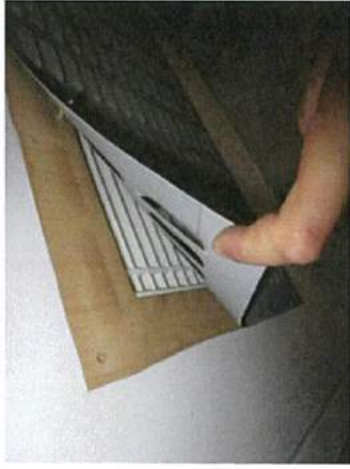


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
68.	<p>Ground floor – Garbage room</p> <p>There are various PVC pipes penetrating through fire rated elements with no fire collars installed.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Above the garbage room door – x2 conduits - PVC pipes throughout slab above – x3 - PVC pipes throughout boxed out bulkheads – x5 	<p>1. Provide a retrofit fire collar to each PVC pipe (such as a Promat Retrofit Fire Collar), installed in accordance with the manufacturers specifications.</p>	 	As per BCA Logics scope of works.
69.	<p>Ground floor – Garbage room</p> <p>There is an individual sprinkler pipe obstructed by a boxed out section to the ceiling lining adjacent the garbage chute.</p>	<p>1. Engage a hydraulic contractor to relocate the sprinkler pipe so that it is located within the bulkhead and above the bin area.</p>		TBC



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
70.	Ground floor – Garbage room There is a single redundant penetration located within the slab above.	<ol style="list-style-type: none"> 1. Gain access to the area above and infill the penetration and provide a high density mortar such as Promat Promastop Cement that maintains the required FRL. 2. Alternatively, provide a fire pillow system from within redundant pipe and suitably smoke seal to maintain the required FRL. 		As per BCA Logics scope of works.
71.	Ground floor – Garbage room The Café exhaust ducting runs from the south eastern corner to the north western corner of the garbage room. The exhaust ducting is wrapped in Trafalgar Fyrewrap and maintains an FRL of -/120/120. The Fyrewrap has been poorly installed and is not installed correctly. Sections of the wrapping have detached. Furthermore, the penetration of the exhaust duct into the shaft is not suitably fire rated. There is a large unsealed perimeter gap.	<ol style="list-style-type: none"> 1. Surround the bottom of the shaft where the duct enters with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours. 2. Engage a Trafalgar representative to attend site to remove and replace the Fyrewrap in strict accordance with their recommendations. 3. Trafalgar to provide certification as required. 	 	As per BCA Logics scope of works.




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
72.	<p>Ground floor – Garbage room</p> <p>The door and frame separating the Class 6 retail (café) and the garbage room are tagged with an FRL of -/120/30.</p> <p>The Class 6 portion is required to have a firewall with an FRL of 180/180/180.</p>	<ol style="list-style-type: none"> 1. Remove the existing fire door and fire rated frame between the Class 6 and Class 2 portion. 2. Supply and install a new self-closing fire door and fire rated frame that maintains an FRL of -/180/30. 	 	As per BCA Logics scope of works.
73.	<p>Ground floor – Garbage room</p> <p>There are two PEX water pipes and an electrical conduit penetrating through the eastern Garbage room wall into the Class 6 café (from within the retail storage area) with no fire collar installed.</p>	<ol style="list-style-type: none"> 1. Provide a retrofit fire collar to each PEX pipe and conduit (such as a Promat Retrofit conduit Collar), installed in accordance with the manufacturers specifications. 		TBC


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
74.	<p>Ground floor – Garbage room</p> <p>There are two uPVC pipes penetrating through the eastern Garbage room wall into the Class 6 café (from within the retail storage area) with a single retro-fit fire collar incorrectly installed.</p> <p>Only one retro fit collar per pipe is permitted.</p>	<ol style="list-style-type: none"> 1. Remove the existing fire collar. 2. Provide a retrofit fire collar to each uPVC pipe (such as a Promat Retrofit fire Collar), installed in accordance with the manufacturers specifications. 		<p>As per BCA Logics scope of works.</p>
75.	<p>Hot water boiler room</p> <p>There are x3 unsealed copper pipe with lagging penetrating through the wall bounding the fire isolate passageway.</p>	<ol style="list-style-type: none"> 1. Cut back any lagging penetrating through the wall. 2. Appropriately seal around the copper pipework with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the fire wall FRL. 		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
76.	<p>Sprinkler tank room</p> <p>There are unsealed services throughout penetrating through the wall bounding the fire isolated passageway. The sprinkler tank room is required to maintain an FRL to separate the two areas.</p> <p>We observed the following:</p> <ul style="list-style-type: none"> - Large voids at the head of the wall. - Unsealed copper pipework passing through the wall. - Unsealed lagged copper pipework penetrating through the wall. - Unsealed sprinkler pipework passing through the wall. - Unsealed Hydrant pipework passing through the wall. - No fire collars to PVC pipework passing through the wall. 	<ol style="list-style-type: none"> 1. Supply and install an approved Magnesium silicate board (Such as Trafalagar Maxilite system) around the penetrations to enclose the large voids and secure to the wall in accordance with the manufacturers recommendations. 2. Cut back any lagging to the copper pipework prior to sealing. 3. Appropriately seal around metal pipework with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the fire wall FRL. 4. Supply and install suitable retro fit fire collars to PVC pipework as required in accordance with the manufacturers recommendations to maintain the fire wall FRL. 		<p>Toga will surround the oversized penetration with a fire rated board.</p> <p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>
77.	<p>Security Room</p> <p>No airlock is provided to the security room.</p> <p>Access is directly via the Fire Isolated passageway that shares an exit door with the roof.</p>	<ol style="list-style-type: none"> 1. Provide a suitable airlock at roof level to maintain compliance with this clause and ensure that the security room does not open directly into the fire isolated passageway. 2. Alternatively, engage a qualified fire engineer to prepare an alternative Solution to address this issue. 		TBC



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
78.	<p>Security Room</p> <p>The door leading from the security room directly into the fire isolated passageway is provided with a steel ventilation grille.</p> <p>No fire damper is provided within the fire door. A plastic grill system is provided.</p>	<ol style="list-style-type: none"> 1. Subject to the door manufactures tested prototype, some fire doors are designed to incorporate an intumescent damper where ventilation of the room is required. 2. Engage the original fir door manufacturer to supply and install a suitable fire damper within the fire door as per a tested system. 3. Certification to be provided by the manufacturer. 		As per BCA Logics scope of works.
79.	<p>Roof Area</p> <p>Unsealed cable bundle entering into the top floor SOU.</p> <p>There is a large mechanical exhaust duct and fire rated riser shaft located immediately adjacent.</p>	<ol style="list-style-type: none"> 1. Appropriately seal around the electrical cable bundle with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the fire wall FRL. 		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>
80.	<p>Southern fire stair</p> <p>The Hydrant valve spindle to levels 4, 11 and 12 are located 85mm from the wall.</p>	<ol style="list-style-type: none"> 1. Engage a qualified plumbing contractor to adjust the hydrant valve so that the spindle is located a minimum of 100mm off the wall. 2. Ensure the egress pathway is not obstructed or reduced. 		Advised works completed. Awaiting inspection and sign-off from BCA Logic

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
81.	<p>Southern fire stair</p> <p>The Hydrant valve angle is greater than the maximum permitted angle of 35 degrees below the horizontal.</p> <p>The hydrant valve almost faces the floor. The valve is required to maintain a minimum 1m clearance.</p> <p>We observed this in the following locations:</p> <ul style="list-style-type: none">- Level 2- Level 3- Level 5- Level 6- Level 7- Level 8- Level 9- Level 10- Level 11- Level 12	<p>1. Engage a qualified plumbing contractor to reconfigure the hydrant valves at each level so that they face outwards and maintain a compliant angle.</p>		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>
82.	<p>Southern fire stair</p> <p>The Hydrant valve is required to be located between 750mm and 1200mm from the finished floor level.</p> <p>The hydrant valve almost faces the floor. The valve at level 5 was measured at 715mm.</p>	<p>1. Engage a qualified plumbing contractor to reconfigure the hydrant valves to maintain a compliant height.</p>		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
83.	<p>Southern fire stair</p> <p>The riser heights throughout the stair are generally consistent. The following stair flights had varying riser heights:</p> <ul style="list-style-type: none"> - Intermediate Level 9-170mm to 200mm - Intermediate Level 7 - 175mm to 190mm - Level 6 - 170mm to 180mm - Level 1 - 158mm to 170mm 	<ol style="list-style-type: none"> 1. As appropriate grind or top stair treads to achieve a consistent riser height throughout the stair flight to comply with BCA Clause D2.13. 2. As appropriate adjust stair tread lengths to comply with BCA Clause D2.13. 3. Reinstate floor finish to match existing. 		TBC
84.	<p>Northern fire stair</p> <p>The Hydrant valve spindle are located less than 100mm from the wall.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Ground Floor - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 	<ol style="list-style-type: none"> 1. Engage a qualified plumbing contractor to adjust the hydrant valve so that the spindle is located a minimum of 100mm off the wall. 2. Ensure the egress pathway is not obstructed or reduced. 		Advised works completed. Awaiting inspection and sign-off from BCA Logic
85.	<p>Northern fire stair</p> <p>The Hydrant valve angle is greater than the maximum permitted angle of 35 degrees below the horizontal.</p> <p>The hydrant valve almost faces the floor. The valve is required to maintain a minimum 1m clearance.</p>	<ol style="list-style-type: none"> 1. Engage a qualified plumbing contractor to reconfigure the hydrant valves at each level so that they face outwards and maintain a compliant angle. 		Advised works completed. Awaiting inspection and sign-off from BCA Logic



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
	<p>We observed this in the following locations:</p> <ul style="list-style-type: none"> - Ground Level - Level 1 - Level 2 - Level 3 - Level 5 - Level 6 - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 - Level 12 			
86.	<p>Northern fire stair</p> <p>The riser heights throughout the stair are generally consistent. The following stair flights had varying riser heights:</p> <ul style="list-style-type: none"> - Level 12 – Consistent at 170mm. Bottom riser 185mm - Level 10 – Consistent at 185mm. Bottom riser 175mm - Level 9 – Consistent at 185mm. Bottom riser 160mm - Level 8 – Consistent at 185mm. Bottom riser 195mm - Level 6 – Consistent at 170mm. Bottom riser 185mm - Level 1 – Consistent at 195mm. Bottom riser 175mm - Ground Floor – Consistent at 170-180mm. Bottom riser 200mm 	<ol style="list-style-type: none"> 1. As appropriate grind or top stair treads to achieve a consistent riser height throughout the stair flight to comply with BCA Clause D2.13. 2. As appropriate adjust stair tread lengths to comply with BCA Clause D2.13. 3. Reinstate floor finish to match existing. 		TBC


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
87.	Northern fire stair Unsealed hydrant pipework through class 2 shaft wall.	1. Appropriately seal the hydrant pipe with an approved fire rated mastic in accordance with the manufacturer's recommendations.		TBC
88.	Central courtyard The paths of travels that serve the fire stair discharge points and courtyard exit system that provides egress to a road or open space is along the roof of the area below such as the basement carpark. These paths of travel are classified as roof as open space. We identified a number of penetrations within the floor slab that are not permitted to be located where roof as open space is provided.	<ol style="list-style-type: none"> 1. Provide a retrofit fire collar (such as a Promat Retrofit floor waste Collar), installed in accordance with the manufacturers specifications. 2. Ensure approved fixings are used as per the manufacturer's specifications. 3. The protection method is to ensure that an FRL of 120/120/120 is maintained in accordance with BCA Clause D2.12. 		TBC
89.	Fire Hose reel The fire hose reel on/off valves is required to be located between 900mm and 1100mm from the finished floor surface. The valve is located at 1400mm. Furthermore, no signage provided to identify the location of the FHR.	<ol style="list-style-type: none"> 1. Engage a qualified plumbing contractor to reduce the height of the fire hose reel valve between 900 and 1100mm. 2. Provide compliant signage on the eastern wall adjacent to the managers office. 		Advised works completed. Awaiting inspection and sign-off from BCA Logic



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
90.	<p>Gym</p> <p>As the building is over 25m, the gym is required to be provided with 2 exits.</p> <p>There is no directional or exit signage identifying the location of the nearest exit from within the gym area.</p>	<p>1. Supply and install new exit signage to identify the required exits.</p>		As per BCA Logics scope of works.
91.	<p>Gym</p> <p>As the building is over 25m, the gym is required to be provided with 2 exits.</p> <p>The southern exit is locked with a non-compliant snib lock and is not readily openable from the direction of egress.</p>	<p>1. Supply and install a new latching mechanism that maintains compliance with BCA Clause D2.21.</p> <p>2. The door latch is to be located between 900mm and 1100mm from finished floor level.</p>		As per BCA Logics scope of works.


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
92.	<p>Driveway Ramp – Entry/Exit</p> <p>The Café exhaust ducting runs from the north eastern corner to the north western corner of the driveway ramp.</p> <p>The exhaust ducting is wrapped in Trafalgar Fyrewrap and maintains an FRL of -/120/120.</p> <p>The Fyrewrap has been poorly installed and is not installed correctly. There are large unsealed perimeter gaps.</p> <p>A layer of fire rated plasterboard has been provided over the opening at the north eastern end.</p>	<ol style="list-style-type: none">1. Remove the fire rated plasterboard currently installed.2. Surround the penetration within the firewall where the duct enters with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours.3. Engage a Trafalgar representative to attend site to comment on the installation of the Fyrewrap.4. Trafalgar to provide certification as required.		TBC


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
93.	<p>Driveway Ramp – Entry/Exit</p> <p>The Café exhaust ducting runs from the north eastern corner to the north western corner of the driveway ramp.</p> <p>The exhaust discharges to the western facade within 6m of an openable window.</p>	<ol style="list-style-type: none"> 1. Engage a Mechanical Engineer to assess the current system against the requirements of AS1668.2-1991. 2. Mechanical engineer to provide scope of work to achieve compliance for horizontal discharge or alternative construction methods. 3. We note that there may be requirement to provide commercial carbon filters and other controls by the mechanical engineer. 	 	TBC
94.	<p>Main switch room</p> <p>There are two redundant penetrations within the fire rated wall that open into the basement carpark.</p>	<ol style="list-style-type: none"> 1. Supply and fix calcium silicate board (such as Trafalgar Maxilite board, or equivalent) over the entire opening with an overlap of not less than 100mm around the outside edge of the penetration. Fix and seal to the wall to maintain a FRL of not less than 120/120/120. 		As per BCA Logics scope of works.



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
95.	<p>Main switch room</p> <p>Unsealed blockwork at the interface of the switch room and slab soffit. This penetration opens into the basement carpark.</p>	<p>1. Suitably seal the interface of the fire wall and floor slab above with a suitable fire rated mastic in accordance with the manufacturers specifications.</p>		<p>As per BCA Logics scope of works.</p>
96.	<p>Basement Carpark – Level 1</p> <p>There are various PVC pipes penetrating through the floor slabs with no fire collars.</p> <p>There are a number of 50mm pipes located in 100mm slab block outs with no protection.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - C2 1009 – x1 - C2 1202 – x1 - C2 1208 – x1 - C2 1207 – x5 - Visitor (NE corner) – x1 - C2 1106 - x2 - C2 511 – x2 	<p>4. Where the penetration is too large, surround the PVC with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening in the wall is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours.</p> <p>5. Seal between the pipe and the board with an acrylic fire rated sealant (such as Trafalgar Fyreflex, or equivalent).</p> <p>6. Provide a retrofit fire collar to each PVC pipe (such as a Promat Retrofit Fire Collar), installed in accordance with the manufacturers specifications.</p>	 	<p>Toga will surround the oversized penetration with a fire rated board.</p> <p>Toga will supply a retro fit fire collar.</p> <p>Methodology and test system to be advised.</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
97.	<p>Basement Carpark – Level 1</p> <p>There are various copper pipes penetrating through the floor slabs with no fire stopping.</p> <p>There are a number of pipes located in 100mm slab block outs with no protection.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - C2 1009 – x3 - C2 1102 – x4 - C2 008 – x5 - C2 1208 – x2 - C2 1207 – x5 - C2 1108 – x4 - Visitor (Central-2nd Space) – x1 - C2 006 – x1 - Visitor (south Central) – x1 - North western corner– x2 - C2 1106 – x3 - C2 511 – x2 - Storage 2 511 – x1 	<p>3. Where the penetration is too large, surround the PVC with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening in the wall is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours.</p> <p>4. Seal between the pipe and the board with an acrylic fire rated sealant (such as Trafalgar Fyreflex, or equivalent).</p>		<p>Toga will surround the oversized penetration with a fire rated board.</p> <p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
98.	<p>Basement Carpark – Level 1</p> <p>There are various PVC pipes penetrating through fire rated elements with no fire collars installed.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Basement entering sprinkler valve room – x1 - C2 1202 – x1 - C2-1208 – x1 black PVC pipe - C2 1108 – x1 conduit - North western fire stair – x2 - North western corner – x1 into fire stair - North western corner – x1 conduit - North western visitor carspace – x1 - North western visitor carspace 2 – x1 - C2 511 – x2 - Storage 2 511 – x1 	<p>3. Where the penetration is too large, surround the PVC with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening in the wall is covered with an overlap of not less than 100mm. Fix and seal to the wall to maintain a FRL of not less than 2 hours.</p> <p>4. Seal between the pipe and the board with an acrylic fire rated sealant (such as Trafalgar Fyreflex, or equivalent).</p> <p>5. Provide a retrofit fire collar to each PVC pipe (such as a Promat Retrofit Fire Collar), installed in accordance with the manufacturers specifications.</p>		<p>Toga will surround the oversized penetration with a fire rated board.</p> <p>Toga will supply a retro fit fire collar.</p> <p>Methodology and test system to be advised.</p>
99.	<p>Basement Carpark – Level 1</p> <p>There are a number of redundant PVC pipes located within the slab above.</p> <p>The PVC pipe is protected with a fire collar.</p> <p>The PVC pipe has not been suitably smoke sealed.</p>	<p>3. Gain access to the area above and infill the PVC pipe and provide a high density mortar such as Promat Promastop Cement that maintains the required FRL.</p> <p>4. Alternatively, provide a fire pillow system from within redundant pipe and suitably smoke seal to maintain the required FRL.</p>		TBC



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
	<p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - C2 008 – x1 - Northern motorbike space adj C2 008 x1 - North western corner of basement above mechanical ductwork – x1 - North western visitor – x1 			
100.	<p>Basement Carpark – Level 1</p> <p>Unsealed electrical penetrations through fire rated elements with no fire stopping.</p> <p>Various electrical cables are located in oversized penetrations.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - Storage 2-1206 – x1 in 100mm penetration. - Storage 2-07 – x2 into sprinkler valve room. - North western corner of basement above mechanical ductwork – x2 	<ol style="list-style-type: none"> Where the penetration is too large, surround the penetration with a tight fitting calcium silicate board (such as Trafalgar Maxilite board, or equivalent) so that the entire opening in the wall is covered with an overlap of not less than 100mm. Fix and seal to maintain a FRL of not less than 2 hours. Appropriately seal around the electrical penetrations with an approved fire rated mastic in accordance with the manufacturers recommendations to maintain the FRL. 		<p>Toga will surround the oversized penetration with a fire rated board.</p> <p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>




Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
101.	<p>Basement Carpark – Level 1</p> <p>There are a number of Hydrant pipes penetrating through the floor slabs with no fire stopping.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none">- C2 1207 – x1- C2	<p>1. Seal between the pipe and the slab with an approved fire rated sealant in accordance with the manufacturer's recommendations.</p>		<p>Toga to reseal with Promat Promaseal AN Acrylic Sealant</p> <p>Test Report A-13-816</p>



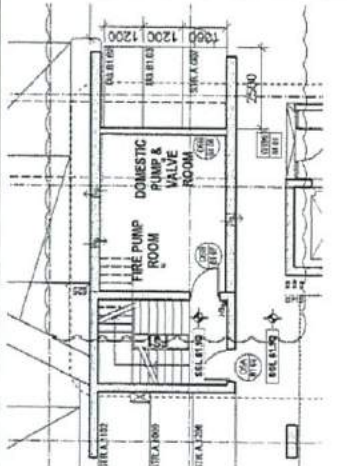
Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
102.	<p>Basement carpark Level 1 - Driveway opposite Carspace 1208</p> <p>We noted that the floor penetrations where electrical, communications and data cables pass through into the Ground floor Class 2 above are pre-formed voids infilled with fire rated pillows and sealed with fire rated mastic.</p> <p>This was in 2 locations.</p> <p>The cable bundles are poorly sealed. There are large gaps between fire pillows.</p> <p>We note that the fire pillows are located at the top of the penetration and protrude above the finished floor slab. The pillows have been installed horizontally.</p> <p>It is noted that the pillows have been sealed from the top only.</p> <p>Furthermore, we noted a number of electrical conduits passing through the pillows or floor slab with no fire collars or smoke seals to their openings.</p>	<ol style="list-style-type: none"> 1. Remove the existing fire pillows and all mastic. 2. Cut back any electrical conduits passing through the void for the thickness of the pillows or that are located within the slab. 3. Suitably bundle the electrical, communications and data cables into bundles no greater than 50mm. 4. Separate the newly formed bundles in accordance with the fire pillow manufactures recommendations. 5. Reinstall the existing fire rated pillows in a vertically stacked manner within the pre-formed void. The pillow should extend within the penetration so it does not protrude above or below the void. 6. Provide additional pillows as required to fill the void. 7. Seal the perimeter junctions and junctions between pillows with a fire rated mastic in strict accordance with the fire pillow tested details. Confirm with manufacturer if sealing from the top only is compliant with the tested system. 8. Fire pillow system and fire rated mastic in strict accordance with the manufacturer's recommendations. 9. Where conduits are cut back through the slab, appropriately seal around the conduit with a fire rated mastic in strict accordance with the manufacturer's recommendations from below. 	 <p>Installation recommendation (trafalgarfire.com.au)</p> 	As per BCA Logics scope of works.



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
103.	<p>Basement carpark Level 1 - Northern end adjacent fire stair</p> <p>The mechanical ductwork is measured at 1860mm in the north western corner adjacent to the Fire isolated stair door. The ductwork continues on a downward angle to a low point of 1400mm measured from the finished floor slab to the lowest bracket fixing</p>	<ol style="list-style-type: none"> 1. It is not practical to rectify this defect due to the functional requirements of the exhaust ducting. 2. Engage a qualified fire engineer to provide an Alternative Solution for this defect. 3. The Alternative Solution should include warning signage and highlighting of the hazard. 	 	<p>Toga to install signage and hazard tape/ highlight the danger.</p>
104.	<p>Basement carpark Level 1 - North western visitor carspace</p> <p>The mechanical ductwork is measured at 1890mm at the rear of the carspace with the sprinkler head at 1830mm.</p> <p>The low ductwork continues across to the adjoining carspaces and increases in height to 1950mm.</p>	<ol style="list-style-type: none"> 1. It is not practical to rectify this defect due to the functional requirements of the exhaust ducting. 2. Engage a qualified fire engineer to provide an Alternative Solution for this defect. 3. The Alternative Solution should include warning signage and highlighting of the hazard. 		<p>Toga to install signage and hazard tape/ highlight the danger.</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
105.	Basement Carpark Level 2 There is no directional or exit signage identifying the location of the nearest exit.	1. Supply and install new directional exit signs to identify the required exits.		As per BCA Logics Scope of Works.
106.	Basement carpark Level 2 - Northern end adjacent fire stair The mechanical ductwork is measured at 1989mm in the north western corner adjacent to the Fire isolated stair door. The ductwork continues on a downward angle to a low point of 1720mm measured from the finished floor slab to the lowest bracket fixing	1. It is not practical to rectify this defect due to the functional requirements of the exhaust ducting. 2. Engage a qualified fire engineer to provide an Alternative Solution for this defect. 3. The Alternative Solution should include warning signage and highlighting of the hazard.	 	Toga to install signage and hazard tape/ highlight the danger.


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
107.	<p>Basement carpark Level 2 - North western visitor carspace</p> <p>The mechanical ductwork is measured at 1750mm at the rear of the carspace.</p>	<ol style="list-style-type: none"> 1. It is not practical to rectify this defect due to the functional requirements of the exhaust ducting. 2. Engage a qualified fire engineer to provide an Alternative Solution for this defect. 3. The Alternative Solution should include warning signage and highlighting of the hazard. 		<p>Toga to install signage and hazard tape/ highlight the danger.</p>
108.	<p>Basement carpark Level 32 - Northern end adjacent fire stair</p> <p>The mechanical ductwork is measured at 1920mm in the north western corner adjacent to the Fire isolated stair door. The ductwork continues on a downward angle to a low point of 1525mm measured from the finished floor slab to the lowest bracket fixing</p>	<ol style="list-style-type: none"> 1. It is not practical to rectify this defect due to the functional requirements of the exhaust ducting. 2. Engage a qualified fire engineer to provide an Alternative Solution for this defect. 3. The Alternative Solution should include warning signage and highlighting of the hazard. 		<p>Toga to install signage and hazard tape/ highlight the danger.</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
109.	Basement carpark Level 2 - North western visitor carspace The mechanical ductwork is measured at 1675mm at the rear of the carspace.	<ol style="list-style-type: none"> 1. It is not practical to rectify this defect due to the functional requirements of the exhaust ducting. 2. Engage a qualified fire engineer to provide an Alternative Solution for this defect. 3. The Alternative Solution should include warning signage and highlighting of the hazard. 		Toga to install signage and hazard tape/ highlight the danger.
110.	South eastern fire stair The Hydrant valve spindle are located less than 100mm from the wall. This was observed in the following locations: - B3 - B2	<ol style="list-style-type: none"> 1. Engage a qualified plumbing contractor to adjust the hydrant valve so that the spindle is located a minimum of 100mm off the wall. 2. Ensure the egress pathway is not obstructed or reduced. 		Advised works completed. Awaiting inspection and sign-off from BCA Logic
111.	South eastern fire stair The Hydrant valve angle is greater than the maximum permitted angle of 35 degrees below the horizontal. The hydrant valve almost faces the floor. The valve is required to maintain a minimum 1m clearance. We observed this in the following locations: - B3 - B2 - B1	<ol style="list-style-type: none"> 1. Engage a qualified plumbing contractor to reconfigure the hydrant valves at each level so that they face outwards and maintain a compliant angle. 		Advised works completed. Awaiting inspection and sign-off from BCA Logic

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
112.	<p>South eastern fire stair</p> <p>The Hydrant valve is required to be located between 750mm and 1200mm from the finished floor level.</p> <ul style="list-style-type: none"> - B3 – 710mm - B2 – 710mm - B1 – 750mm 	<p>1. Engage a qualified plumbing contractor to reconfigure the hydrant valves to maintain a compliant height.</p>		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>
113.	<p>South eastern fire stair</p> <p>The riser heights throughout the stair are generally consistent. The following stair flights had varying riser heights:</p> <ul style="list-style-type: none"> - B2 to Intermediate - Consistent at 175mm. Top riser 160mm - B2 intermediate to B1 - Consistent at 170mm. Top riser 165mm 	<p>1. As appropriate grind or top stair treads to achieve a consistent riser height throughout the stair flight to comply with BCA Clause D2.13.</p> <p>2. As appropriate adjust stair tread lengths to comply with BCA Clause D2.13.</p> <p>3. Reinstate floor finish to match existing.</p>		TBC
114.	<p>South eastern fire stair Sprinkler Pump room</p> <p>The sprinkler pump room is accessed directly from the fire stair.</p> <p>No airlock is provided to the pump room.</p>	<p>1. Provide a suitable airlock to maintain compliance with this clause and ensure that the pump room does not open directly into the fire isolated passageway.</p> <p>2. Alternatively, engage a qualified fire engineer to prepare an alternative Solution to address this issue.</p>		TBC

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
115.	<p>North western fire stair</p> <p>The Hydrant valve spindle are located less than 100mm from the wall.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - B3 - B2 - B1 	<ol style="list-style-type: none"> Engage a qualified plumbing contractor to adjust the hydrant valve so that the spindle is located a minimum of 100mm off the wall. Ensure the egress pathway is not obstructed or reduced. 		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>
116.	<p>North western fire stair</p> <p>The Hydrant valve angle is greater than the maximum permitted angle of 35 degrees below the horizontal.</p> <p>The hydrant valve almost faces the floor. The valve is required to maintain a minimum 1m clearance.</p> <p>We observed this in the following locations:</p> <ul style="list-style-type: none"> - B3 - B2 - B1 	<ol style="list-style-type: none"> Engage a qualified plumbing contractor to reconfigure the hydrant valves at each level so that they face outwards and maintain a compliant angle. 		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
117.	<p>North western fire stair</p> <p>The Hydrant valve is required to be located between 750mm and 1200mm from the finished floor level.</p> <ul style="list-style-type: none"> - B3 – 735mm - B2 – 725mm - B1 - 720mm 	<p>1. Engage a qualified plumbing contractor to reconfigure the hydrant valves to maintain a compliant height.</p>		<p>Advised works completed. Awaiting inspection and sign-off from BCA Logic</p>
118.	<p>North western fire stair</p> <p>The riser heights throughout the stair are generally consistent. The following stair flights had varying riser heights:</p> <ul style="list-style-type: none"> - B3 to Intermediate riser 160mm - Consistent at 175mm. Top riser 160mm - Intermediate to B2 - Consistent at 175mm. Bottom riser 160mm - B2 to Intermediate - Consistent at 175mm. Bottom riser 160mm - B1 to intermediate - Consistent at 185mm. Bottom riser 165mm 	<p>1. As appropriate grind or top stair treads to achieve a consistent riser height throughout the stair flight to comply with BCA Clause D2.13.</p> <p>2. As appropriate adjust stair tread lengths to comply with BCA Clause D2.13.</p> <p>3. Reinstall floor finish to match existing.</p>		<p>TBC</p>


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Defect Status and Photograph
119.	North western fire stair There are two conduits with no fire collar through fire stair wall into basement at B1.	1. Provide a retrofit fire collar to each conduit (such as a Promat Retrofit conduit Collar), installed in accordance with the manufacturers specifications.		TBC




2.2 Rectified Defects



Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
1.	TBC	TBC	TBC	TBC
2.	TBC	TBC	TBC	TBC
3.	TBC	TBC	TBC	TBC



2.3 Defects Closed Out


Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
4.	<p><u>General – Units and common areas</u></p> <p>The fire door tags have not had the required information etched in. The information has been provided by means of a black marking pen.</p> <p>This was observed in all units and common areas inspected</p>	Not a Defect		<p>Refer to details from Premium Doors regarding advice from Corinthian Doors.</p> <p>Agreed site tags are etched if felt.</p> <p>Closed</p>
5.	<p><u>General</u></p> <p>The glass balcony balustrades have stainless steel fixings between 300mm and 600mm from finished floor level. Generally, the fixings vary between 9-11mm and consistent at 10mm measured from the glass to the commencement of the splay. The splay appears to be at a 60 degree angle.</p> <p>Balustrades are required to not facilitate climbing between 150mm and 765mm measured from the finished floor level. The BCA does not provide any clear interpretation or specific definition for the climbability requirement of a balustrade. Generally, across the industry, open interpretation of a 10mm toe hold as outlined in the Swimming Pool Act is applied.</p>	No Defect recorded.		Informational – Closed

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
120.	<p>Unit 703</p> <p>The unit is provided with a smoke detector above bedroom 1.</p> <p>Bedroom 2 is located between the kitchen and bedroom 1.</p> <p>The smoke detector is located approximately 2m past the bedroom.</p>	Not a Defect		<p>Refer to correspondence and advice from Spectrum Engineering Solutions.</p> <p>Closed</p>
121.	<p>Unit 1010</p> <p>The study has not been provided with natural light or natural ventilation.</p> <p>Borrowed natural light and ventilation is permitted, however, the borrowed natural light is from adjoining bedrooms in which have solid doors that do not emit light or provide ventilation when closed.</p> <p>Borrowed ventilation from the bathroom is not permitted.</p>	Not a Defect		<p>BCA Logic reported this as due diligence and were engaged on the basis of assessment of the building as part of BCA Parts C, D and E.</p> <p>As this has been reported, further action is at the discretion of the Owners Corporation.</p> <p>Closed.</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
122.	Ground floor – Garbage room The southern doors leading to the road are not fire rated doors. The room forms part of the garbage shaft and therefore, these doors are openings within a shaft. The room is required to maintain an FRL of -/90/90.	Not a Defect		Shaft opens to open space. Closed.
123.	Hydrant and Sprinkler Pump room The hydrant sprinkler and pump room serves Buildings A, B, C and D and is located on the roof over Building A. No airlock is provided to the hydrant pump room. Access is directly via the Fire Isolated passageway that shares an exit door with the roof.	Not a Defect		Anomaly in the BCA and the Australian Standard. The BCA takes precedence, however, the interpretation of the PCA is also valid. BCA Clause E1.3 calls up AS2419.1-2005 and therefore, this permits the pumproom to be directly accessed from a passageway. Closed.
124.	Northern fire stair The balustrade to the intermediate landings and level landings were measured to be less than 1m. Generally, 865mm was observed. This was observed in the following locations: - Level 7 - Level 8 - Level 9 - Level 10 - Level 11 and Level 12.	Not a Defect.		BCA 2011 permits an intermediate handrail to have a minimum height of 865mm through the landing. Closed

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
125.	<p>South eastern fire stair</p> <p>The balustrade to the intermediate landings and level landings were measured to be less than 1m. Generally 950mm was observed.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - B1 - B1 Intermediate landing - B2 - B2 Intermediate landing - B3 - B3 Intermediate landing 	Not a Defect.		<p>BCA 2011 permits an intermediate handrail to have a minimum height of 865mm through the landing.</p> <p>Closed</p>
126.	<p>North western fire stair</p> <p>The balustrade to the intermediate landings and level landings were measured to be less than 1m. Generally 950mm was observed.</p> <p>This was observed in the following locations:</p> <ul style="list-style-type: none"> - B1 - B2 - B3 Intermediate landing 	Not a Defect.		<p>BCA 2011 permits an intermediate handrail to have a minimum height of 865mm through the landing.</p> <p>Closed</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
127.	No Exit signage or directional signage provided to the Podium courtyard to identify the paths of travel to an exit.	Not a Defect.		Refer to Vic Lilli letter dated 18/02/16. Closed
128.	<p>Pool Fence</p> <p>The pool fence is constructed purely of Glass supported by spigots at the base.</p> <p>The top edge of the glass has not been provided with a metal rail or a handrail to the balustrade.</p>	No Defect recorded.		<p>We acknowledge the barrier is not a balustrade as there is no fall more than 1m. Therefore, no defect is recorded.</p> <p>Closed.</p>

Item No.	Description and Location of the Defect	Agreed Scope of Works	BCA Logic Photograph	Status and Photograph
129.	Basement Levels 1, 2 and 3 – Lobbies There is no directional or exit signage identifying the location of the nearest exit from within the lobby areas.	No defect recorded.		The interpretation of the certifier has been considered and discretion applied. Closed

Signed,

A handwritten signature in black ink, appearing to read 'MH', with a long horizontal stroke extending to the right.

Matthew Harriman

BCM | Grad Dip. Building Surveying

Building Regulations Consultant

BCA Logic Pty Ltd