

**ITEM 10 (continued)**

**ATTACHMENT 1**



City of Ryde  
General Manager  
1 Devlin St  
Ryde  
Fax: 9952 8070 and 9952 8270

29 May 2013

Dear Vince,

**Re: Draft Voluntary Planning Agreement (4<sup>th</sup> draft) – 1 Wharf Rd Gladesville  
LDA-012/417**

In response to your letter dated 18/04/2013, we are now submitting the following revised VPA documents for final sign-off:

- **Draft Voluntary Planning Agreement** – dated 29/5/13 reflecting cost estimates now agreed between SJA and Newton Fisher
- **Proposed Lighting concept plans** – As advised by SJA, the external lighting and numbers of the lights is the main point of contention. Hence, we have provided a detailed Lighting concept plan for the Plaza and the NEW laneway supporting the cost estimates of the necessary works.
- **Plaza Landscape Plan version 10**
- **Newton Fisher QS Report dated 22 May 2013** – revised QS report prepared after the meeting held with Council appointed QS firm – SJA.

It would be greatly appreciated if the revised documents can now be signed off **urgently** to facilitate the VPA being considered at the upcoming Council meeting.

Kind regards

Hilda Cheong  
Director  
Windesea Build



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Sydney NSW 2000 Australia  
T: +61 2 8753 0080  
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E: [info@windesea.com.au](mailto:info@windesea.com.au)  
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**Planning Agreement**

**City of Ryde Council**  
ABN 81 621 292 610

and

**Windesea Build Pty Limited**  
ACN 087 276 953

and

**Xcel Pty Limited**  
ACN 146 533 842

Date: 29 May 2013

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**PLANNING AGREEMENT** dated:

**PARTIES**

**City of Ryde Council**  
ABN 81 621 292 610  
of 1 Devlin Street, Ryde

(Council)

and

**Windesea Build Pty Limited.**  
ACN 087 276 953  
Suite 124, 8 Quay St  
Sydney, NSW 2000

and

**Xcel Pty Limited**  
ACN 146 533 842  
Suite 124, 8 Quay Street  
Sydney NSW 2000

(collectively referred to as **Developer**)

**BACKGROUND**

- A. The Developer is the owner or is entitled to be the owner of the Land.
- B. The Developer has lodged a Development Application with Council for Development Consent to carry out the Development on the Land.
- C. The Developer has made an offer to enter into this Agreement with Council in connection with the Development Application.

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**OPERATIVE PROVISIONS**

**1. Definitions and interpretation**

1.1 In this Agreement the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Agreement** means this document and includes all schedules and annexures to it.

**Business Day** means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

**Consent Authority** means the governmental agency having the function to determine the Development Application (including, without limitation, Council, a Joint Regional Planning Panel and the Land and Environment Court of New South Wales).

**Construction Certificate** means a construction certificate issued pursuant to the Act authorising construction works in respect of the Development Consent.

**Dedicated Land** means the land set out in Item 1 of Schedule 1.

**Defect** means a defect arising from materials or workmanship or design other than minor shrinkage and minor settlement cracks.

**Defects Liability Period** means the period of 12 months after the date of Practical Completion of all Public Benefits provided under this Agreement.

**Development** means the development of the Land in accordance with the Development Consent.

**Development Application** means the Developer's development application or applications, including subsequent applications (including Section 96 Modifications), lodged with the Consent Authority that fall within development application LDA2012/0417 in respect of the Development.

**Development Consent** means a determination made by the Consent Authority under the Act in respect of the Development Application on conditions acceptable to the Developer (acting reasonably).

**Force Majeure Event** means any of the following events:



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- (a) industrial action which is beyond the control of either Party;
- (b) inclement weather;
- (c) a variation of the Public Benefits which Council requires and which the Developer agrees to carry out; and
- (d) the commencement of legal action by one party against another party in relation to this Agreement.

**GST** has the same meaning as in the GST Law.

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Joint Regional Planning Panel** means a joint regional planning panel constituted in accordance with the Act.

**Land** means the land upon which the Development will be undertaken, as described in the Development Application.

**Law** means:

- (a) the common law including the principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by laws, or consents by a governmental agency.

**Occupation certificate** means final occupation certificate and does not preclude issuance of interim occupation certificate.

**Party** means a party to this Agreement, including their successors and assigns.

**Practical Completion** means the stage in the construction of the Public Benefits when, in the opinion of the Developer (acting reasonably) and notified by the Developer to Council, the Public Benefits are complete, except for minor omissions and defects which are non-essential. Timing of the delivery of the Public Benefits to be prior to occupation certificate.

**Public Benefits** means the public benefits and public facilities set out in Table 2 Schedule 2 and includes the Dedicated Land.

**Register** means the Torrens Title register held by the Land and Property Management Authority of New South Wales.

**Regulations** mean the *Environmental Planning & Assessment*

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*Regulation 2000.*

**Section 96 Modification** means any modification application lodged by the Developer with the Consent Authority pursuant to section 96 of the Act in relation to the Development Consent.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
  - (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
  - (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
  - (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
  - (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
  - (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
  - (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
  - (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
  - (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

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- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

**2. Planning agreement under the Act**

- 2.1 The Parties agree that this Agreement is a planning agreement within the meaning of Subdivision 2 of Division 6 of Part 4 of the Act.

**3. Application of this Agreement**

- 3.1 This Agreement is made in respect of the Development Application and the Development of the Land.

**4. Operation of this Agreement**

- 4.1 The Parties agree that this Agreement takes effect on the date on which the Parties have signed this Agreement.

**5. Public Benefits to be made under this Agreement**

- 5.1 The Developer will provide, or procure the provision of, the Public Benefits to the Consent Authority in accordance with this Agreement.
- 5.3 The Developer must provide the Public Benefits in a good and workmanlike manner and in accordance with the Development Consent.
- 5.4 When the Developer considers that Practical Completion has taken place, the Developer must notify Council in writing that Practical Completion has taken place.

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**6. Defects Liability**

- 6.1 If, within the Defects Liability Period, Council notifies the Developer in writing of a Defect in the Public Benefits, the Developer must remedy that Defect to Council's satisfaction (acting reasonably) within a reasonable period of time.

**7. Application of s94, s94A and s94EF of the Act to the Development**

- 7.1 This Agreement excludes the operation of sections 94, 94A and 94EF of the Act to any Development Consent that is granted in respect of the Development Application.
- 7.2 Section 94(6) of the Act does not apply to the Public Benefits provided pursuant to this Agreement in respect of any other development for which development consent is sought by the Developer in relation to development not contemplated by the Development Application or the Development Consent.

**8. Registration of this Agreement**

- 8.1 Prior to the issue of the first Construction Certificate for the Development, the Developer must register or procure registration of this Agreement on the following folio of the Register:
- (a) Lot A in Deposited Plan 85916
- 8.2 The Developer shall be responsible for obtaining the consent of any mortgagee or other person with a registered estate or interest in the folios referred to in clause 8.1 to the registration of this Agreement.
- 8.3 To the extent the Developer has satisfied its obligations under this Agreement, Council agrees, upon the written request by the Developer, to do the following:
- (a) provide a full release and discharge of this Agreement with respect to any part of the Land or any lot, including a strata lot, created on subdivision of the Land, within 10 Business Days of receiving a written request from the Developer; and
- (b) promptly do all things reasonably necessary, including execute any necessary document, to enable the Developer to remove the notation of this Agreement from the relevant folios of the Register pertaining to the Land.



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- 8.4 The Developer shall be responsible for providing a 3 meter wide public access easement and/or covenant from the Wharf Rd edge boundary over the length of the Plaza as detailed in the landscape plan submitted as part of LDA2012/0417. The Developer must register or procure registration of the covenant and/or easement on title.

### 9. Review of this Agreement

- 9.1 This Agreement may only be varied or replaced by a further planning agreement duly signed by the Parties.

### 10. Dispute Resolution

#### 10.1 Notice of Dispute

If a Party claims that a dispute has arisen under this Agreement (**Claimant**), it must give written notice to the other Party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**). No Party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 10.

#### 10.2 Response to Notice

Within 10 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute

#### 10.3 Negotiation

The nominated representative must:

- (a) meet to discuss the matter in good faith within 5 Business Days after service by the Respondent of notice of its representative; and
- (b) use best endeavours to settle or resolve the dispute within 15 Business Days after they have met.

#### 10.4 Further Notice if Not Settled

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**) by mediation under clause 10.5 or by expert determination under clause 10.6.

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10.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (a) the Parties must agree to the terms of reference of the mediation within 5 Business Days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the Parties, or failing agreement within 5 Business Days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this clause 10.5 must:
  - (i) have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with his or her function as mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) the Parties must within 5 Business Days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) in relation to costs and expenses:
  - (i) each Party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) the costs of the mediator will be shared equally by the Parties unless the mediator determines that a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that Party.

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**10.6 Expert Determination**

If the dispute is not resolved under clause 10.3 or 10.5, the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (a) the dispute must be determined by an independent expert in the relevant field:
  - (i) agreed upon and appointed jointly by Council and the Developer;
  - (ii) in the event that no agreement is reached or no appointment made within 30 Business Days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each Party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this agreement by any Party, in which event the expert is deemed to be giving a non-binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 Business Days of the expert giving his or her decision.

**10.7 Litigation**

If the dispute is not finally resolved in accordance with this clause 10, then either Party is at liberty to litigate the dispute.

**10.8 Continue to perform obligations**

Each Party must continue to perform its obligations under this



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Agreement, notwithstanding the existence of a dispute.

**11. Enforcement**

- 11.1 The Parties agree that security for performance of the Developer's obligations is achieved by registration of this Agreement on the titles to the Land.

**12. Notices**

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.

**Council**

Attention: General Manager

Address: Ryde City Council, 1 Devlin Street, Ryde

Fax Number: 9952 8070

**Developer**

Attention: Hilda Cheong

Address: Windesea Build Pty Limited  
Suite 124, 8 Quay Street, Sydney, NSW 2000

Fax Number: +61 (02) 92114730

- 12.2 If a Party gives to the other Party 3 Business Days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
  - (b) If it is sent by post, 2 Business Days after it is posted.
  - (c) If it is sent by fax, as soon as the sender receives from the

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sender's fax machine a report of an error free transmission to the correct fax number.

- 12.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

**13 Assignment and Dealings**

- 13.1 The Developer must not sell, transfer, assign, or novate or similarly deal with ("**Dealing**") its right, title or interest in the Land (if any) or its obligations under this Agreement unless, prior to any such sale, transfer, assignment, charge, encumbrance or novation, the Developer:
- (a) gives the Council no less than 10 Business Days notice in writing of the proposed Dealing; and
  - (b) procures the transferee, assignee or novatee to execute and deliver to the Council, prior to any such dealing taking effect, a deed in favour of the Council in form and substance acceptable to the Council (acting reasonably) whereby:
    - (i) the transferee, assignee or novatee becomes contractually bound with Council to perform all of the Developer's obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect); and
    - (ii) the Developer is released from any obligations under this Agreement which at the time of any proposed Dealing are required to be performed or satisfied by the Developer at any time from or after the date on which that Dealing takes effect under this Agreement.

**14 Costs**

- 14.1 The Parties agree to bear their own costs of preparing, negotiating, executing, stamping and registering this Agreement and any document related to this Agreement.

**15 Entire Agreement**

- 15.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was

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executed, except as permitted by law.

**16 Further acts**

- 16.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

**17 Governing law and jurisdiction**

- 17.1 This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

**18 Joint and individual liability and benefits**

- 18.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

**19 No fetter**

- 19.1 Nothing in this Agreement shall be construed as requiring Council or the Consent Authority to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

**20 Representations and warranties**

- 20.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

**21 Severability**

- 21.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this



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Agreement, but the rest of this Agreement is not affected.

**22 Waiver**

- 22.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

**23 GST**

- 23.1 Words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- 23.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- 23.3 If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply.
- 23.4 The recipient will pay the amount referred to in clause 23.3 in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 23.5 The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 23.4. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.
- 23.6 Where a Party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first Party will be the sum of:
- (a) the amount of the expense or the outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
  - (b) if the payment or reimbursement is subject to GST, an amount

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equal to that GST.

**24 Force Majeure**

- 24.1 If a party is unable by reason of a Force Majeure Event to carry out wholly or in part its obligations under this Agreement (other than an obligation to transfer land or make a payment), it must:
- (a) promptly give to the other Party written notice of the Force Majeure Event with reasonably full particulars; and
  - (b) suggest an alternative method, if any, of satisfying its obligation under this Agreement.
- 24.2 If a Party is unable to satisfy its obligations under this Agreement by an alternative method, the obligations of the Parties, and any time periods, so far as they are affected by the Force Majeure Event are then suspended during continuance of the Force Majeure Event and any future period as may be reasonable in the circumstances.
- 24.3 The Party giving such notice under this clause must use all reasonable efforts and diligence to remove the Force Majeure Event or ameliorate its effects as quickly as practicable.
- 24.4 The Parties agree that any costs associated in ameliorating a Force Majeure Event event will be apportioned, if necessary, in such a manner as may be fair and reasonable.
- 24.5 The Parties agree that this clause does not apply to an obligation of a Party to transfer land or to pay money.
- 24.6 If the Parties are unable to agree on the existence of a Force Majeure Event or the period during which the obligations of the Parties, and any time periods, are suspended during the continuance of the Force Majeure Event, that dispute must be referred for determination under clause 10.
- 24.7 The Parties agree that a Force Majeure Event includes the commencement of any legal proceedings by any person challenging the validity of the Development Consent or any provision of this Agreement.
- 24.8 If a Force Majeure Event event cannot be resolved to the mutual satisfaction of Council and the Developer and as a result of a Force Majeure Event event the Developer, in its sole discretion, determines that it is unable to undertake the Development, the Developer may terminate this Agreement by written notice to Council in which event neither Party will have a claim against the other under this Agreement.

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**25 Compliance with laws**

- 25.1 If a Law is challenged or a new Law comes into force (both referred to as **New Law**) and the Developer is obliged by the New Law to do something or pay an amount which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with this Agreement will constitute compliance with the New Law.

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**Execution**

**Dated:**

**Executed as an Agreement:**

**Executed by City of Ryde Council**

[HWLE Note: details of Council's execution clause to be obtained and inserted here]

**Executed by Xcel Pty Limited**

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director  
(print)

**Executed by Windesea Build Pty Limited**

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director  
(print)



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**Explanatory Note**

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

**1 Parties**

City of Ryde Council  
(**Council**)

Xcel Pty Limited; and  
Windesea Build Pty Limited  
(collectively referred to as **Developer**)

**2 Description of Subject Land**

1-3 Wharf Road, Gladesville.

More particularly described as:-  
- Lot A DP 85916

In addition to the above private landholding, the development includes the acquisition from Council of a 324sqm portion of Wharf Road and a 117 sqm portion of Meriton St and 264 sqm portion of the "New Slip Lane", identified as Notations 'C, D, E, F and J on the attached Road Closure Survey Issue C 30-04-12.( details to be updated)

[Drafting Note: attach copy of the survey]

The property comprises the existing three storey commercial building, which is a very dated and run down nature, together with the adjacent roadways.

The site is essentially triangular in shape and exhibits a fall of approximately 4 metres from the corner of Wharf Road and Meriton Street down to the corner of Pearson Lane.

Total land area of the site is 1,330 sqm.

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**3 Description of Development Application**

The Development Application includes:

1. Erection at 1-3 Wharf Road, Gladesville of an seven storey mixed use building above 3 levels of basement car parking. The building will accommodate 62 residential apartments, 2 retail units and 82 car parking spaces.
2. Road works.
3. Landscaping on ground level including the construction of a publicly accessible plaza and a NEW LANE to be dedicated for public use.

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**4 Summary of Objectives, Nature and Effect of the Voluntary Planning Agreement**

The objective of this Agreement is to record the terms of the offer made by the Developer and its obligations to provide certain material public benefits.

The proposed Planning Agreement will exclude the application of sections 94, 94A and 94EF of the Act to the development.

If this Agreement is entered into between the Developer and Council, the Developer will be required to provide the following public benefits:

**Public Plaza**

- Design, construction and commissioning of a publicly accessible plaza situated away from the direct influence of the Victoria Road traffic, but retain a connection to this main commercial and transport spine.

This work includes:

- Planters / landscaping / trees
  - Granite paving - Streetscaping
  - Public area Lighting
  - Drainage systems
  - Street furniture
  - Bicycle racks
  - Footpaths
  - Rubbish bins
  - Public signage
  - Pedestrian Safety balustrade
  - Chair Lift
- Ongoing maintenance, cleaning, security, energy and insurances, rates and taxes of the public plaza to be undertaken by strata owners on a permanent basis.

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**Refurbished Clocktower**

The clocktower was completed in 1941, and it commemorates the work and service of Alderman James Y. Sheridan to the Citizens of the Municipality of Ryde. The clocktower is identified as a significant landmark and listed as Heritage Item number 224.

The proposed refurbishment of the Clocktower includes paving, kerbing, planting and drainage which will recover the significance of the monument. The beautification of the clocktower will also mark the identity of the site as the Gateway to Gladesville.

As part of this Agreement, the developer/s will be providing cash contribution for the proposed refurbishment of the Clocktower or other works as determined by council.

**New Slip Lane**

Design, construct and commission of the new slip lane from Meriton St to Wharf Rd providing significant improvement of local traffic flows. Ongoing operating/maintenance costs of the laneway will be responsibility of Council.

**Ongoing Maintenance**

The cost and works relating to the ongoing maintenance and upkeep of the public plaza will be accommodated by the subject development and the adjoining development at 2-8 Wharf rd Gladesville, thereby relieving Council and the ratepayers of any future financial burden relating to this element.

**Ongoing Operating Costs**

The cost of cleaning, insurance, electricity, gardening & landscaping, rates & taxes and administration of the plaza will be accommodated by the adjoining developments, thereby relieving Council and the ratepayers of any future financial burden relating to this element.

**5 Timing of Delivery of the Public Benefits.**

As the Public Benefits proposed are integrated within the construction of the proposed Development, the timing of delivery of these will be upon practical completion and staged occupation of the Development.

**6 The Relationship of the Negotiated Planning Agreement Outcomes and the Development Contributions under Sect94.**

The Public Benefits are valued at **\$716,261 for subject site** (refer to Schedule 2 table 2 for the assessed values of the public benefits which are over and above the subject development's basic specifications).

This value exceeds the total estimated section 94 Contributions that would otherwise be payable by the Developer to Council in respect of

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the Development subject of the Development Application by \$108,075.

**7 Assessment of the Merits of the Voluntary Planning Agreement**

The merits of the Planning Agreement are significant, the proposed development returns to public use a regenerated urban streetscape which will create a vibrant focal point for local residents. Furthermore, the proposal alleviates any financial burden from Council of regenerating and maintaining this precinct.

The applicants have also dedicated land for the NEW LANE in excess of the contracted 6 meter wide laneway contained in Option Deed dated 19 May 2012. The value of the additional land dedication has not been included in the calculation of the Public Benefits detailed in Schedule 2 Table 2 of this agreement.

**8 How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act 1979**

The relevant objects of the Act encourage:

*(i) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment,*

The social and economic welfare of the Gladesville locality will be greatly enhanced by redevelopment of a long-neglected intersection which will become a new housing focus and an important public square.

*(ii) the promotion and co-ordination of the orderly and economic use and development of land,*

This objective is especially met by the development which provides many other significant benefits made available to the Public, whilst creating more housing, revitalising the neglected end of a suburban strip shopping centre and beautifying an ugly existing streetscape.

*(iv) the provision of land for public purposes,*

By consolidating and co-ordinating the development two neighbouring apartment buildings, the project creates a functional public square which will give life to an area which is merely a minor street closure without any public facility. The project virtually "creates" public land.

*(v) the provision and co-ordination of community services and facilities,*

The community facilities which are to be incorporated into the project



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directly result from the Council's far-sighted increase in development density and height and the rare co-ordination of two developments by public-spirited applicants. This is an unusually rare coincidence of favorable factors resulting in a major public benefit.

**9 How the Voluntary Planning Agreement Promotes the Public Interest**

This Agreement promotes the public interest by creating a new public space off Victoria Road that provides opportunities for a range of community and retail activities that enhance the life and viability of the Gladesville Town Centre.

The plaza will stimulate and improve local retail employment opportunities.

The public space will be supported, in substantial part, by the residential population of the two neighbouring apartment buildings which form part of the development.

An important contribution to job creation will result from the incorporation of retail space in the neighbouring developments.

Reinvigoration of the southern end of the Gladesville shopping strip, will not only boost the economic situation of the whole strip but also will give vitality to the area.

The new plaza will set a high standard for future public domain improvements as well as demonstrating Council's commitment to quality urban design outcomes.

Provision of publicly accessible toilets will assist in addressing the lack of such facilities currently in the locality.

Creation of a new slip lane by the applicant from their own land (from Meriton Street to Wharf Road) will improve local traffic flows and provide enhanced pedestrian amenity.

Provision of substantial underground carparking for visitors and retail patrons, thereby replacing on-street parking.

Undergrounding of power lines will significantly beautify the local area and at the same time improve traffic safety.

Residents have highlighted the need for better facilities for cyclists in the local area. The proposed Plaza includes facilities for cyclists such as bike parking, which further supports the objectives of the Ryde Bicycle Strategy and Masterplan (2007).

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**10 The Impact of the Voluntary Planning Agreement on the Public or Any Section of the Public**

This agreement makes provision for the applicants for development consents for a residential flat building to construct a publicly accessible plaza and other facilities, including parking, toilets and slip lanes. In addition, included in the agreement is cash contribution towards refurbishment of a heritage clock tower (or other works). In return for the substantial costs to be borne by the developers, the Council agrees to waive its normal development charges under s94 or 94A of the Environmental Planning and Assessment Act.

The impact of the agreement on the public will be to hasten the development of the works described above and to transfer to the developers the cost difference between the works as proposed and the contributions normally charged.

On-going maintenance and running costs of the plaza will be borne by the developments created as part of the project, thereby relieving Council of ongoing costs on public sector finances.

The impact of the agreement will be to make possible the revitalisation of the southern end of the shopping strip, the creation of a new, fully landscaped plaza, the addition of 62 apartments to the housing stock of the municipality and some significant improvements to the road system and streetscape in the immediate environs of the proposed project.

**11 Other Matters**

**Identification of how the proposed Planning Agreement promotes elements of the Council's charter under the Local Government Act 1993**

This Agreement promotes the Council's charter under section 8 of the *Local Government Act 1993* by providing adequate, accessible, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively. The agreement further keeps the local community informed of Council's activities.

**Identification of the planning purpose served by the proposed Planning Agreement and whether the proposed Planning Agreement provides for a reasonable means of achieving that purpose**

The planning purpose of this Agreement will serve to enhance the public domain and make improvements to a key part of the Gladesville



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Town Centre. This Agreement provides for a reasonable means of achieving these purposes. In the absence of this Agreement, the significant costs required to create the Plaza would not occur until some point in time until sufficient funds were allocated from Council and detailed in Councils Management Plan. In addition, without the landswap and additional land dedication for the new slip lane, traffic and pedestrian amenity will not be improved.

**Identification of whether this Agreement conforms with Council's capital works program**

This Agreement conforms with Council's capital works program.

**Signed and Dated by All Parties**

**ITEM 10 (continued)**

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**SCHEDULE 1 – REFERENCE SCHEDULE**

Specify the development contributions to be made under the agreement; when they are to be made; and the manner in which they are to be made.

Item	Name	Description
1	Dedicated Land	<p>New Slip Lane, as a stratum lot comprising the surface of New Slip Lane and the specified airspace above the surface of New Slip Lane, created on subdivision of the land.</p> <p>The land dedication identified as H (140sqm) on the Road Closure Survey is now increased to more than 185sqm which is significantly more than the contracted land transaction as per the executed Option Deed dated 19 May 2011.</p> <p>(City of Ryde Sec94 Plan notional acquisition rate of \$1000 psqm)</p>
2	Public Benefits	As described in Table 2 of Schedule 2 and the Dedicated Land as detailed above in item 1.

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**SCHEDULE 2 – PUBLIC BENEFITS OFFER VERSUS SECTION 94 CONTRIBUTIONS**

**Table 1 - Section 94 Contributions**

Table 1 identifies the Section 94 Contribution that would normally be payable in respect of the proposed Development, calculated in accordance with the City of Ryde - Section 94 Contribution Plan 2007 (adjusted 24/04/13))

Proposed Spatial Type Area	Area (GFA) or Number	S94 Rate	Project Total
Retail	144 sqm	\$71.27 / sqm	\$10,263
Residential 1 bedroom Apartments	49	\$10,044.14	\$492,163
Residential 2 bedroom Apartments	13	\$12,052.97	\$156,689
<b>Sub-Total Section 94 Contributions</b>			<b>\$659,115</b>
Less Existing Premises	Area (GFA) or Number	S94 Rate	Project Total
Industrial	863 sqm	\$60.99 / sqm	\$52,634
<b>Total Section 94 Contributions (A)</b>			<b>\$606,481</b>

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**SCHEDULE 3  
DEVELOPER'S WORKS STANDARDS**

**Relevant Plans**

Author – Lockley's Land Title Solution

Drawing Title – Plan of Parts of Meriton St, Wharf Rd , Pearson Lane and Victoria Rd creating lots 1, 2 and 3 for Title isuse and Road Closing under the Roads Act 1993

Drawing no: 33351DP

Dated – 30.04.12

Author – Black Beetle Pty Ltd. – Landscape Architect

Drawing Title – Landscape Plan – LP01/02/P10

Job Number – BB1035

**Design Refinement at Construction Certificate stage**

The Developer's works are to be designed so as to ensure:

- The works are constructed in accordance with City of Ryde's Public Domain and Alignment requirements.
- The works marry into and match the Public Domain Works required by any relevant Development Consent.
- The footpath and plaza areas are sufficiently lit by street lights to meet City of Ryde and Australian standards

**General**

The standards referred to in this Schedule are included for information purposes only and as a guide to the relevant standards for the general nature of the work of the kind identified as Developer's Works in this Agreement.

**Conflict**

In the event that any Australian Standard prescribes or describes a different level of material, finish, work or workmanship, than those contained in any Council standard, then the higher of the two standards will apply.

**Relevant Australian Standards**

- AS 1725 Geotechnical site investigations
- AS 4455 Masonary units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete structures
- AS 2876 Road lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting

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- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonary Structures
- AS 4282 Design for Access and Mobility
- AS 1742 Manual of uniform traffic control devices

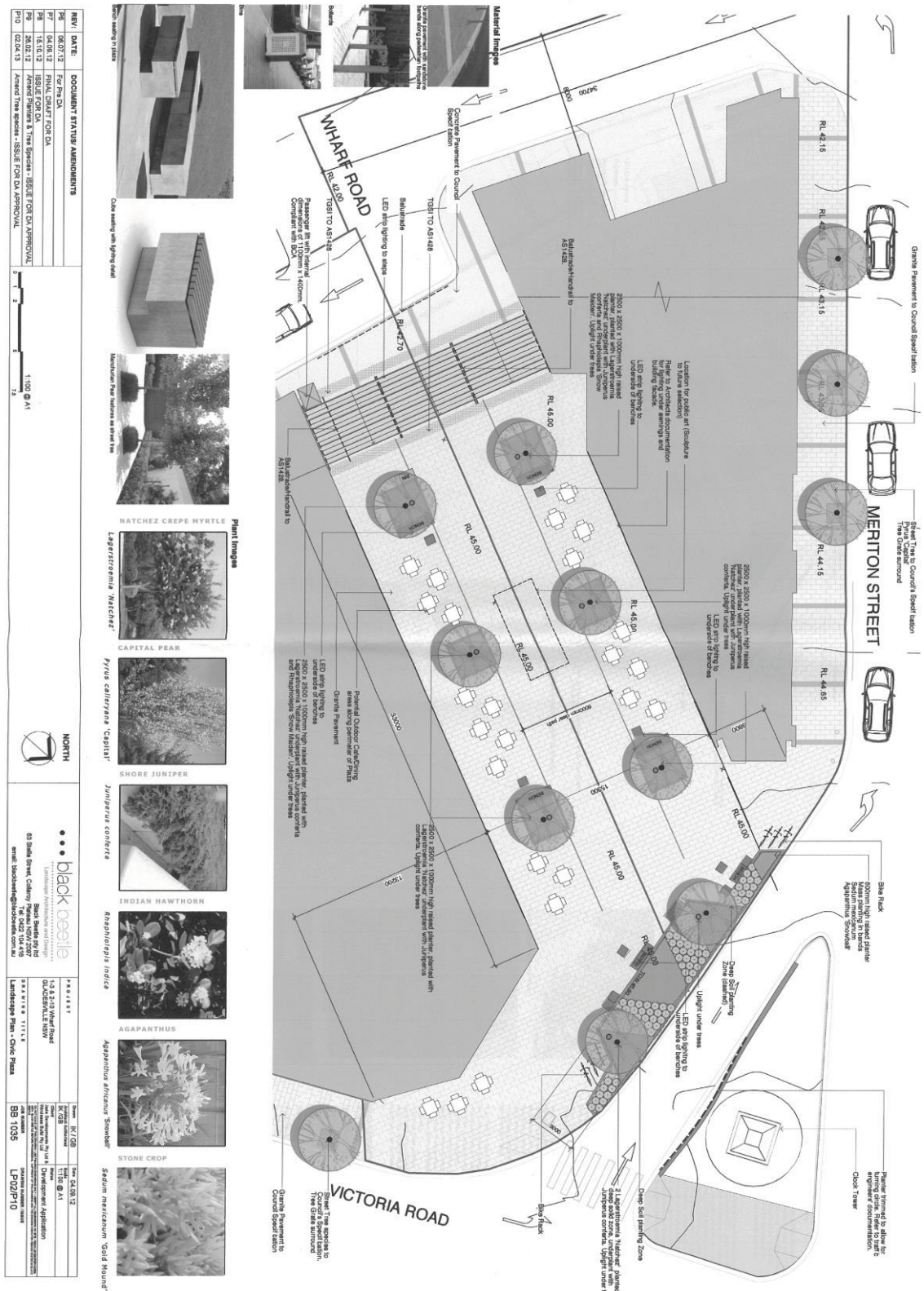
**City of Ryde Council Standards referencing :**

- Public Domain Technical Manual
- Part 4.6 of the Development Control Plan
- Street Design Code
- Lights Desgin code
- Access Policy
- Construction Specification for Civil works Design and Construction
- Street Tree Masterplan
- Bicycle Strategy and Masterplan (2007)
- Civic Signage Manual



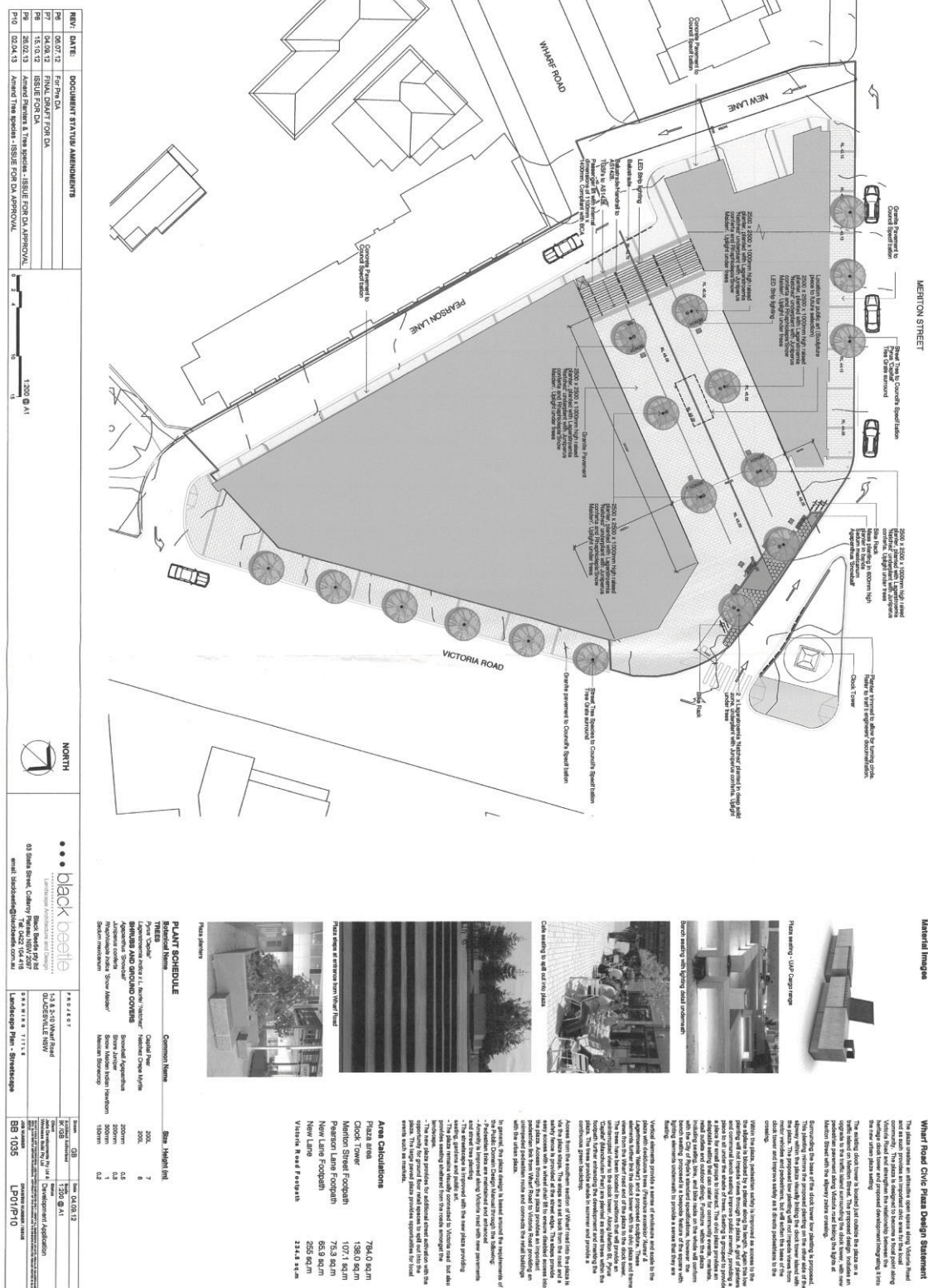
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**Voluntary Planning Agreement Offer - Costings - WHARF RD PLAZA - Schedule 2 Table 2 - 29/05/2013**

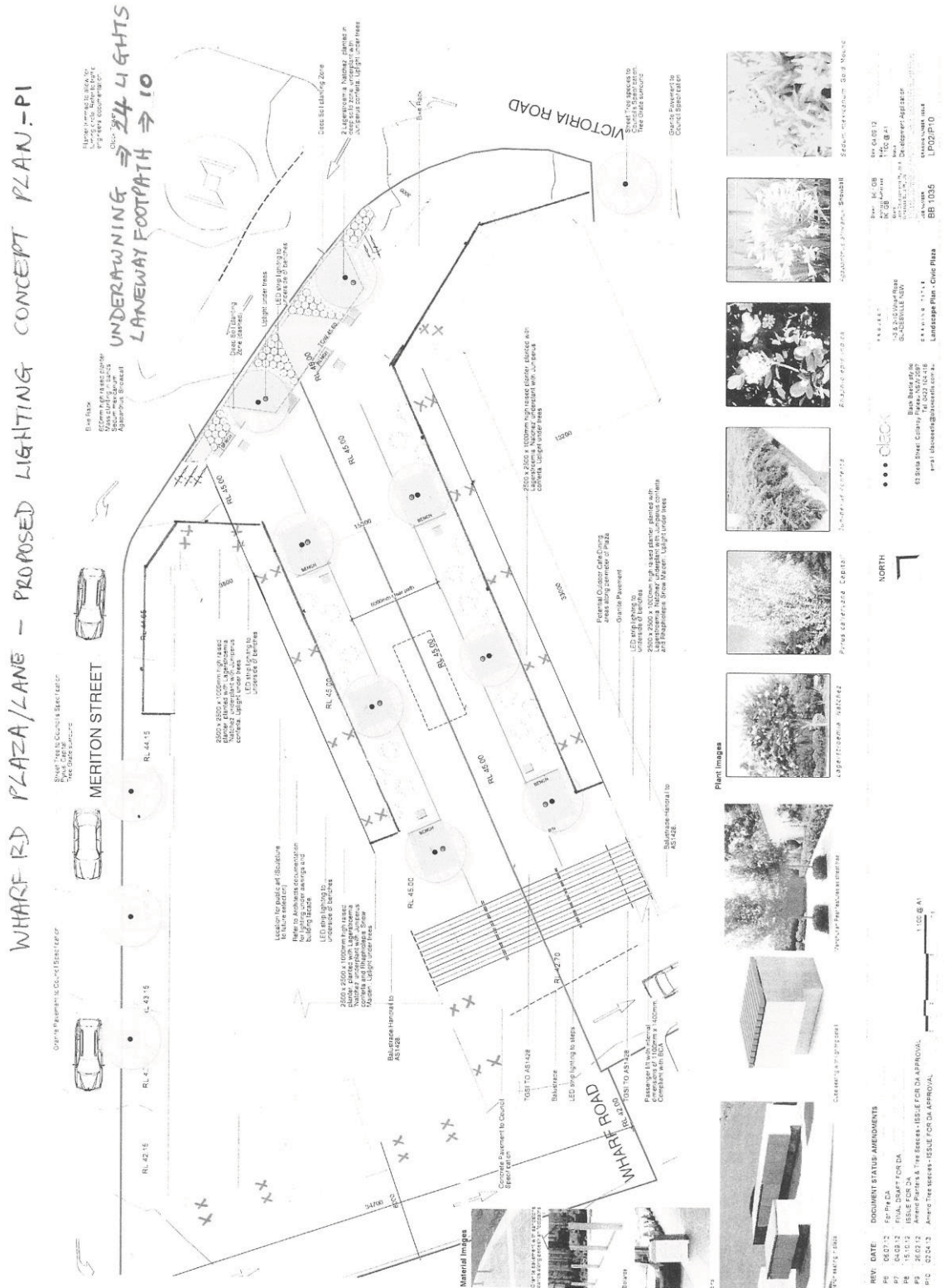
Public Benefits offered under the Voluntary Planning Agreement		Costs (exc GST)	Percentage Benefits acceptable to Council
<b>Plaza (Area C) - Trade area 3</b>			
Design, construction and commissioning of publicly accessible plaza – assessed value reflects only the additional costs of providing a plaza in accordance with council specifications			
Plaza Paving Items - 3-23		\$542,134	\$271,067
Planters and Landscaping - Items 24-49		\$176,162	\$88,081
Plaza lighting and electricals - items 50-54		\$68,380	\$34,190
Street furniture - items 55-57		\$53,494	\$53,494
Fixtures such as bike racks , bins - items 58-64		\$60,077	\$60,077
Directional, operational and gateway Signage items 65-67		\$4,960	\$4,960
directional signage to Wharf Rd, Meriton st and NEW LANE			
directional sign to toilets, public parking , bike rack			
No Smoking sign on garbage bins and Plaza			
No riding/skating, disabled access			
Construction management - item 68-69		\$114,906	\$114,906
Professional and design consultant fees - items 70-81		\$73,000	\$73,000
VPA works related contingencies - item 82		\$54,656	\$54,656
<b>Total plaza costs (1-3 Wharf Rd and 2-8 Wharf Rd)</b>		<b>\$1,147,769</b>	<b>\$754,431</b>
50% costs allocation of the above items in Area A and C to 1-3 Wharf Rd (C1)		\$573,885	\$377,216

Public Benefits offered under the Voluntary Planning Agreement		Costs (exc GST)	Percentage Benefits acceptable to Council
Total new laneway costs (additional land dedication value not included in value calculation) Area A (C2)			\$170,516
Total Public benefit under VPA (D=C1+ C2)			\$547,732
Gst			\$71,825
Plus cash contribution for refurbishment of Clocktower or other works (D2)			\$95,000
Total Public Benefit (D3)			\$714,556
Less Section 94 contributions (A)			\$606,481
Net Public benefit of this development (E=D3-A)			\$108,075
			118%

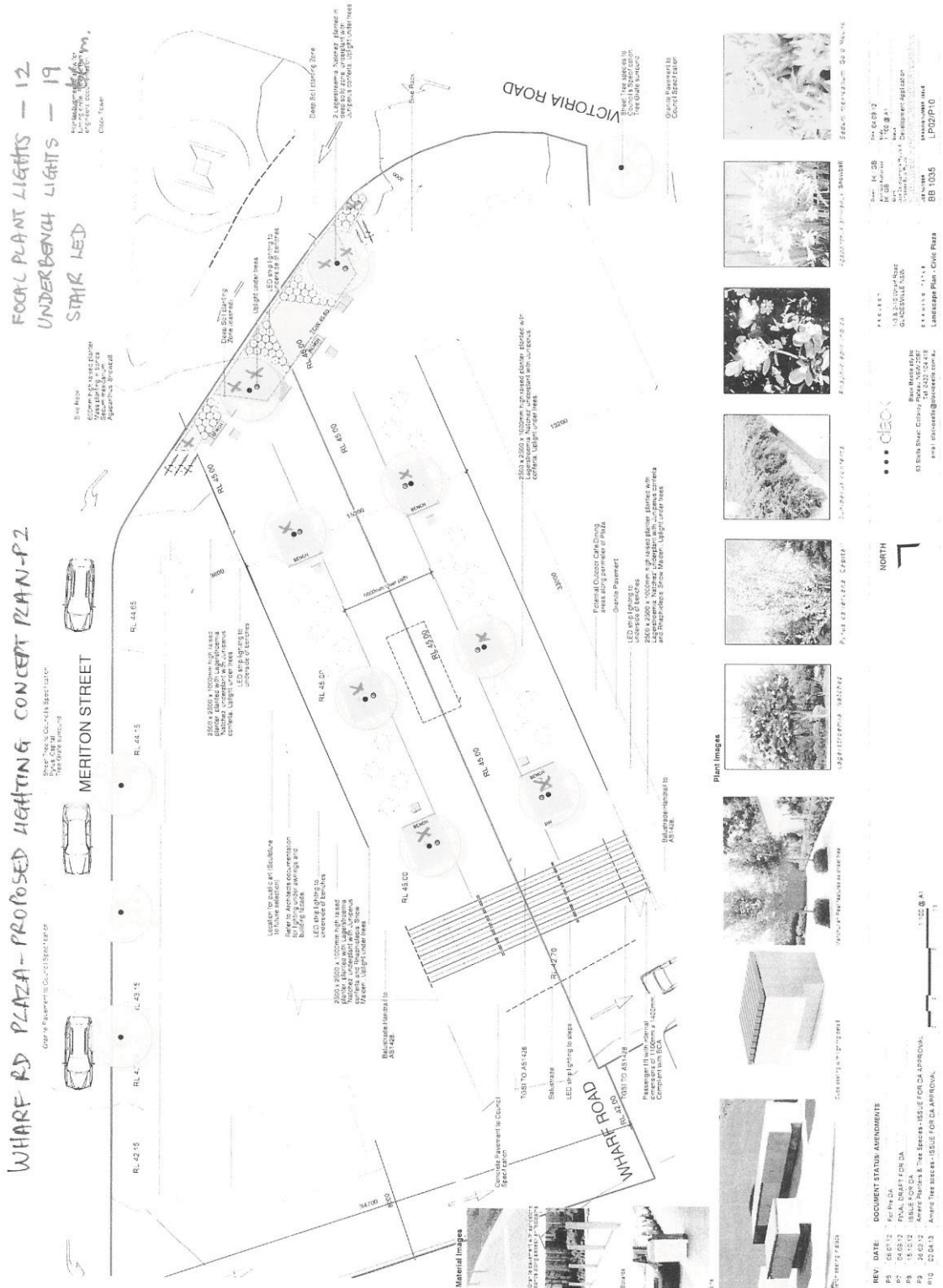
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**Full Elemental Summary**

Job Name : <u>WHARF-4</u>		Job Description							
Client's Name: <u>Windeasea Build Pty Ltd</u>		VPA Estimate							
Elem. Code	Elemental Description	% B.C.	Cost/m2	Elem. Qty	Elem. Unit	Elem. Rate	Sub Total	Mark Up %	Elemental Total
	New Laneway - Area A	12.93	137.18				170,517		170,517
	Plaza - Area B	87.07	923.39				1,147,769		1,147,769
GFA: 1,243 m2.		100.00	1,060.57				1,318,286		1,318,286

Final Total : \$	1,318,286
G.S.T. 10.00% :	131,828
Final Total Incl. G.S.T. :\$	1,450,114



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**Elemental Breakup**

Job Name : WHARF-4		Job Description					
Client's Name: Windeasea Build Pty Ltd		VPA Estimate					
Item No.	Item Description	+/- %	Quantity	Unit	Rate	Mark Up %	Amount
Trade : 1 <u>New Laneway - Area A</u>							
	Construction of new laneway (Area A)						
1	Land dedication value not included herein			Note			
2	New laneway to be dedicated to Ryde Council post construction by landowners			Note			
	<u>Design, construct and commission new laneway from Meriton Street to Wharf Road.</u>						
3	Break up and remove from site footpath pavement including sub-base		9.00	m2	15.00		135.00
4	Break up and remove from site concrete kerb		6.00	m	10.00		60.00
5	Demolition of works for new laneway included with demolition works of the site			note			
6	Drainage to laneway		1.00	sum	15,545.00		15,545.00
7	Civil works - excavation to reduce levels for laneway - 250mm ave depth		58.00	m3	55.00		3,190.00
8	Civil works - trimming and levelling works to suit new laneway levels		229.00	m2	20.00		4,580.00
9	Civil works - construction of concrete asphalt roadway including sub-base - 250mm thick overall		229.00	m2	110.00		25,190.00
10	Civil works - construction of footpath with banding including crossovers (not paved with stone)		64.00	m2	190.00		12,160.00
11	Civil works - construction of kerb and gutter		58.00	m	175.00		10,150.00
12	Civil works - trimming and grading to existing roadway levels		33.00	m	75.00		2,475.00
13	Laneway lighting - building soffit lighting over footpath		9.00	no	690.00		6,210.00
14	Laneway lighting - poles		2.00	no	6,550.00		13,100.00
15	Electrical works/outlets /conduits as per Energy Australia specifications		1.00	sum	8,900.00		8,900.00
16	Signage - STOP signs, no right turn, substation, fire services		6.00	no	750.00		4,500.00
17	Line marking		37.00	m	30.00		1,110.00
	Construction management						
18	Site preliminaries, supervision of the works and attendance on trades		1.00	sum	16,708.00		16,708.00
	<u>Design and consultants</u>						
19	Professional and design consultant fees associated with the new laneway construction						
20	Architect		1.00	sum	2,500.00		2,500.00
21	Civil Engineer		1.00	sum	9,000.00		9,000.00
22	Geotechnical Engineer		1.00	sum	1,500.00		1,500.00
23	Hydraulic Engineer		1.00	sum	1,000.00		1,000.00

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Elemental Breakup

Job Name : <u>WHARF-4</u>		Job Description					
Client's Name: <u>Windeasca Build Pty Ltd</u>		VPA Estimate					
Item No.	Item Description	+/- %	Quantity	Unit	Rate	Mark Up %	Amount
Trade : <u>1 New Laneway - Area A</u>							(Continued)
24	HV Electrical Engineer		1.00	sum	3,500.00		3,500.00
25	Luminaire and network design for Council		1.00	sum	1,500.00		1,500.00
26	Landscape Architect		1.00	sum	1,500.00		1,500.00
27	Surveyor		1.00	sum	2,500.00		2,500.00
28	Traffic Engineer		1.00	sum	1,000.00		1,000.00
29	Private Certifier		1.00	sum	600.00		600.00
30	Preparation of the Laneway dedication stratum subdivision plan and public easements and associated management plans, lodgment and registration of title		1.00	sum	13,784.00		13,784.00
	Contingency						
31	Allowance for project related contingency sum at 5%		1.00	sum	8,119.85		8,119.85
<u>New Laneway - Area A</u> Total :							170,516.85
Trade : <u>2 Plaza - Area B</u>							
	<u>Plaza (Area B)</u>						
1	The supply and installation of the public artwork is excluded from this agreement			Note			
2	The supply and installation of the passenger lift is excluded from this agreement			Note			
	<u>Design, construct and commission the creation of a public plaza connecting Meriton Street and Wharf Road</u>						
	<u>Plaza paving</u>						
3	Arborist to cut down and remove mature tree in wharf rd east and remove from site		4.00	no	450.00		1,800.00
4	Remove street sign in wharf rd east and west side and remove from site		7.00	no	141.00		987.00
5	Remove street bollard in meriton street and remove from site		7.00	no	141.00		987.00
6	Demolish and remove from site masonry retaining/barrier wall		17.00	m	70.00		1,190.00
7	Break up and remove from site road pavement including sub-base		564.00	m2	20.00		11,280.00
8	Break up and remove from site footpath pavement including sub-base		224.00	m2	15.00		3,360.00
9	Break up and remove from site concrete kerb		127.00	m	10.00		1,270.00
10	Excavate roadway to form level pedestrian lane and steps		97.00	m3	25.00		2,425.00
11	Filling to make up levels with imported sub-base filling		1,040.00	m3	35.00		36,400.00

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**Elemental Breakup**

Job Name : WHARF-4		Job Description					
Client's Name: Windeasea Build Pty Ltd		VPA Estimate					
Item No.	Item Description	+/- %	Quantity	Unit	Rate	Mark Up %	Amount
Trade : 2 Plaza - Area B		(Continued)					
12	Stormwater drainage and subsoil; drainage to plaza		1.00	sum	28,325.00		28,325.00
13	Relocate underground services not yet defined including gas and telecommunications		1.00	sum	19,800.00		19,800.00
14	Relocate overhead power supply including removal of power poles		1.00	sum	19,250.00		19,250.00
15	Reinforced concrete steps including concrete, formwork, reinforcement complete 2300mm rise x 15300mm wide		1.00	sum	15,000.00		15,000.00
16	Exfoliated granite paving 600 x 300mm including concrete sub-bed		600.00	m2	420.00		252,000.00
17	Extra for sandstone colour band (allowed to perimeter of plaza, around planters and six mid bands)		327.00	m	120.00		39,240.00
18	Exfoliated granite tread 600 x 300mm		184.00	m	180.00		33,120.00
19	Exfoliated granite riser		199.00	m	140.00		27,860.00
20	Stainless steel linear grate including trench complete		46.00	m	400.00		18,400.00
21	Seal paving (acid soil expected, seal paver all round)		662.00	m2	20.00		13,240.00
22	Stainless steel tactile indicators - allowed top and bottom of steps - say 300mm wide		19.00	m2	600.00		11,400.00
23	Traffic management at bottom of Wharf Rd to allow traffic movements across Wharf Rd and into site and Pearson Ln		4.00	wks	1,200.00		4,800.00
	Planters and landscaping - waterproofing drainage						
	Square Planter Boxes						
24	Excavate for strip foundation - allowed ave 1m depth due to fill material		44.00	m3	75.00		3,300.00
25	RC in strip foundation including trench mesh - allowed 600 x 400mm		18.00	m3	300.00		5,400.00
26	RC planter wall complete with concrete, formwork and reinforcement - allowed 200mm thick wall		144.00	m2	260.00		37,440.00
27	Backfilling soil to foundations and wall		26.00	m3	35.00		910.00
28	Membrane to side of planter wall		87.00	m2	40.00		3,480.00
29	Soil filling to planter box		54.00	m3	65.00		3,510.00
30	Mulch to planter		54.00	m2	6.00		324.00
31	Traffic management at bottom of Wharf Rd to allow traffic movements across Wharf Rd and into site and Pearson Ln		4.00	wks	1,200.00		4,800.00
	Rectangular Planter Box						
32	Excavate for strip foundation - allowed ave 1m depth due to fill material		28.00	m3	75.00		2,100.00
33	RC in strip foundation including trench mesh - allowed 600 x 400mm		12.00	m3	300.00		3,600.00

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**Elemental Breakup**

Job Name : WHARF-4		Job Description					
Client's Name: Windeasea Build Pty Ltd		VPA Estimate					
Item No.	Item Description	+/- %	Quantity	Unit	Rate	Mark Up %	Amount
Trade : 2 Plaza - Area B							(Continued)
34	RC planter wall complete with concrete, formwork and reinforcement - allowed 200mm thick wall		92.00	m2	260.00		23,920.00
35	Backfilling soil to foundations and wall		16.00	m3	35.00		560.00
36	Membrane to side of planter wall		56.00	m2	40.00		2,240.00
37	Soil filling to planter box		44.00	m3	65.00		2,860.00
38	Mulch to planter		44.00	m2	6.00		264.00
39	Traffic management at bottom of Wharf Rd to allow traffic movements across Wharf Rd and into site and Pearson Ln		4.00	wks	1,200.00		4,800.00
40	Concrete filled block wall to cerate deep soil area in basement 1		23.00	m2	140.00		3,220.00
41	Membrane to base and walls of deep soil area in basement 1		74.00	m2	50.00		3,700.00
42	Drainage to deep soil area in basement 1		1.00	sum	7,500.00		7,500.00
43	Soil filling to deep soil area in basement 1		38.00	m3	65.00		2,470.00
	Planting						
44	Supply Crepe Myrtle tree		8.00	no	650.00		5,200.00
45	Installation of large trees including crantage and cartage		8.00	no	650.00		5,200.00
46	Underplanting to planter boxes and deep planting area including plants, soil and mulch		74.00	m2	236.00		17,464.00
47	Irrigation, water supply and fire services to open plaza area		1.00	sum	18,000.00		18,000.00
48	Allowance for stakes, guards, sundry landscaping items		1.00	sum	3,500.00		3,500.00
49	Allowance for maintenance of landscaping		1.00	sum	10,400.00		10,400.00
	Plaza lighting and electrical works (luminary and network design)						
50	Tactic LED uplights - focal planting lights		12.00	no	700.00		8,400.00
51	Under awning lights		24.00	no	690.00		16,560.00
52	Under bench seating LED lights		19.00	no	1,020.00		19,380.00
53	Stair tread LED lighting		56.00	no	340.00		19,040.00
54	Plaza electricals/outlets		1.00	sum	5,000.00		5,000.00
	Street Furniture						
55	Cargo Modular bench cube seat - no back		22.00	no	1,393.00		30,646.00
56	Cargo Modular bench cube seat - with back		6.00	no	2,408.00		14,448.00
57	Deliver, place and install furniture		28.00	no	300.00		8,400.00
	Fixtures						



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Elemental Breakup

Job Name : <u>WHARF-4</u>		Job Description					
Client's Name: <u>Windeasea Build Pty Ltd</u>		VPA Estimate					
Item No.	Item Description	+/- %	Quantity	Unit	Rate	Mark Up %	Amount
Trade : <b>2 Plaza - Area B</b>		(Continued)					
58	Double litter and recycle bin 120L - Botton & Gardner		1.00	no	4,950.00		4,950.00
59	Bicycle rack in galv mild steel - Environ UAP Urban		3.00	no	349.00		1,047.00
60	Bollard		8.00	no	410.00		3,280.00
61	Deliver, place and install fixtures		4.00	no	250.00		1,000.00
62	Pedestrian safety balustrade/barrier		10.00	m	980.00		9,800.00
63	Balustrade to steps		20.00	m	600.00		12,000.00
64	Chair lift		1.00	no	28,000.00		28,000.00
Signage							
65	Name sign including footing at top and bottom of plaza		2.00	no	950.00		1,900.00
66	Directional sign including footing at top and bottom of plaza		2.00	no	510.00		1,020.00
67	Statutory signage and location signage - say 4 signs		4.00	no	510.00		2,040.00
Construction management							
68	Site preliminaries, supervision of the works and attendance on trades		1.00	sum	102,506.00		102,506.00
69	Installation and removal of temporary closure barriers at top and bottom of Wharf Rd		31.00	m	400.00		12,400.00
Design							
70	Professional and design consultant fees associated with the new plaza construction		1.00	sum			
71	Architect		1.00	sum	15,000.00		15,000.00
72	Structural Engineer		1.00	sum	2,200.00		2,200.00
73	Civil Engineer		1.00	sum	18,000.00		18,000.00
74	Geotechnical Engineer		1.00	sum	2,400.00		2,400.00
75	Hydraulic Engineer		1.00	sum	4,500.00		4,500.00
76	Electrical Engineer		1.00	sum	7,500.00		7,500.00
77	HV Electrical Engineer		1.00	sum	3,500.00		3,500.00
78	Landscape Architect		1.00	sum	14,000.00		14,000.00
79	Surveyor		1.00	sum	3,500.00		3,500.00
80	Traffic Engineer		1.00	sum	1,600.00		1,600.00
81	Private Certifier		1.00	sum	800.00		800.00
Contingency							
82	Allowance for project related contingency sum		1.00	sum	54,655.65		54,655.65

**ITEM 10 (continued)**

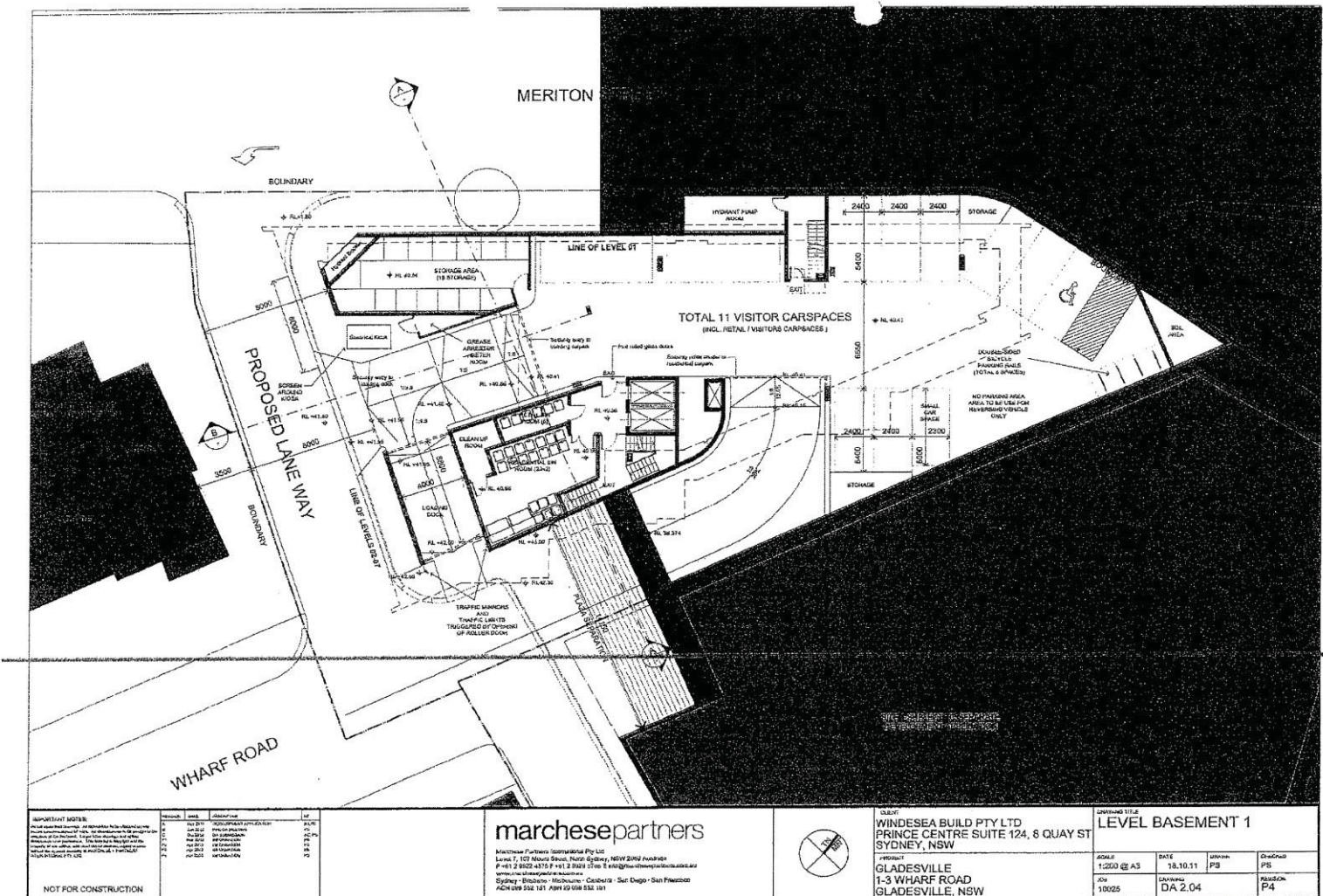
**ATTACHMENT 1**

**Elemental Breakup**

Job Name : <u>WHARF-4</u>		Job Description					
Client's Name: <u>Windeasea Build Pty Ltd</u>		VPA Estimate					
Item No.	Item Description	+/- %	Quantity	Unit	Rate	Mark Up %	Amount
<u>Plaza - Area B</u>						Total :	1,147,768.65

ITEM 10 (continued)

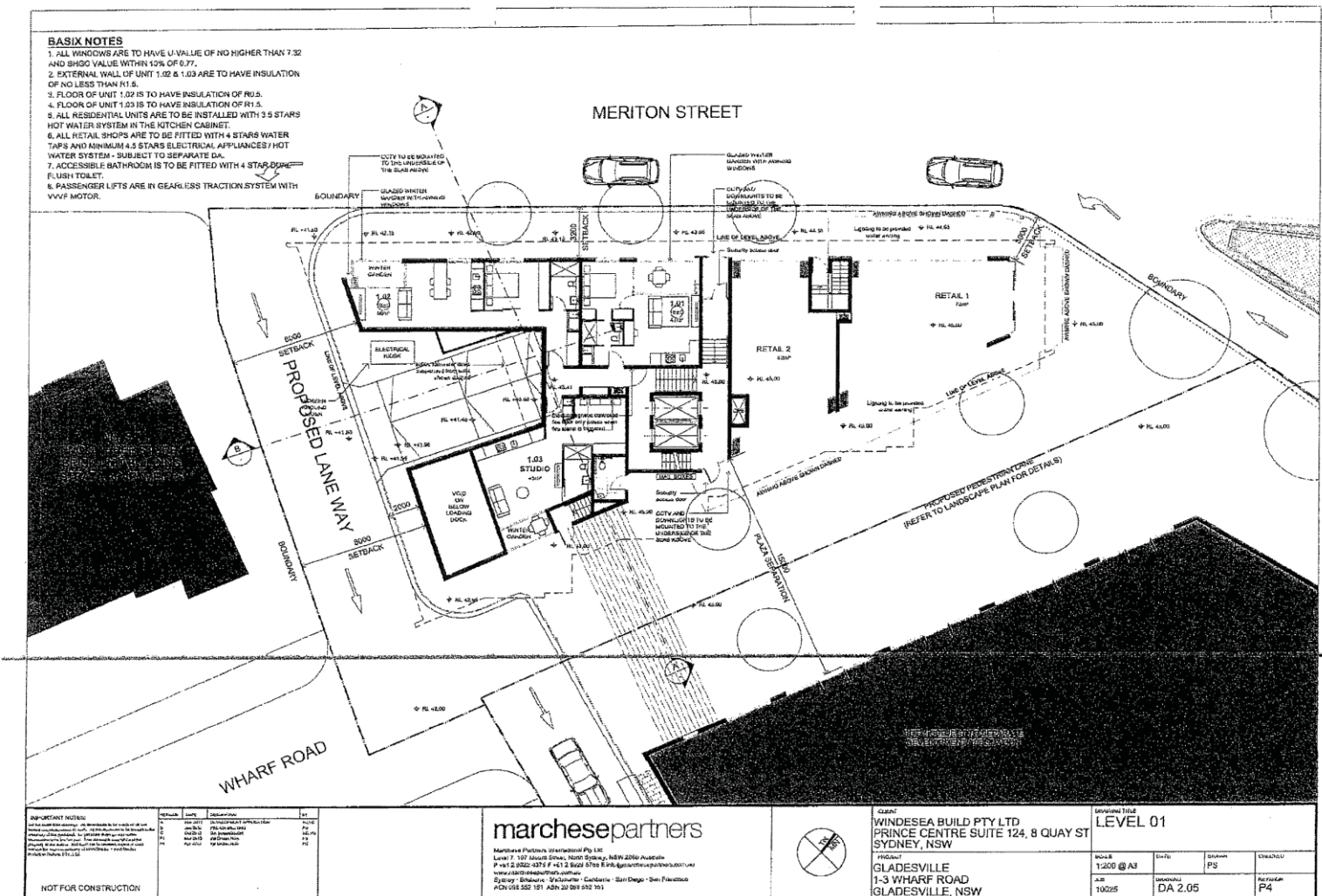
ATTACHMENT 1





ITEM 10 (continued)

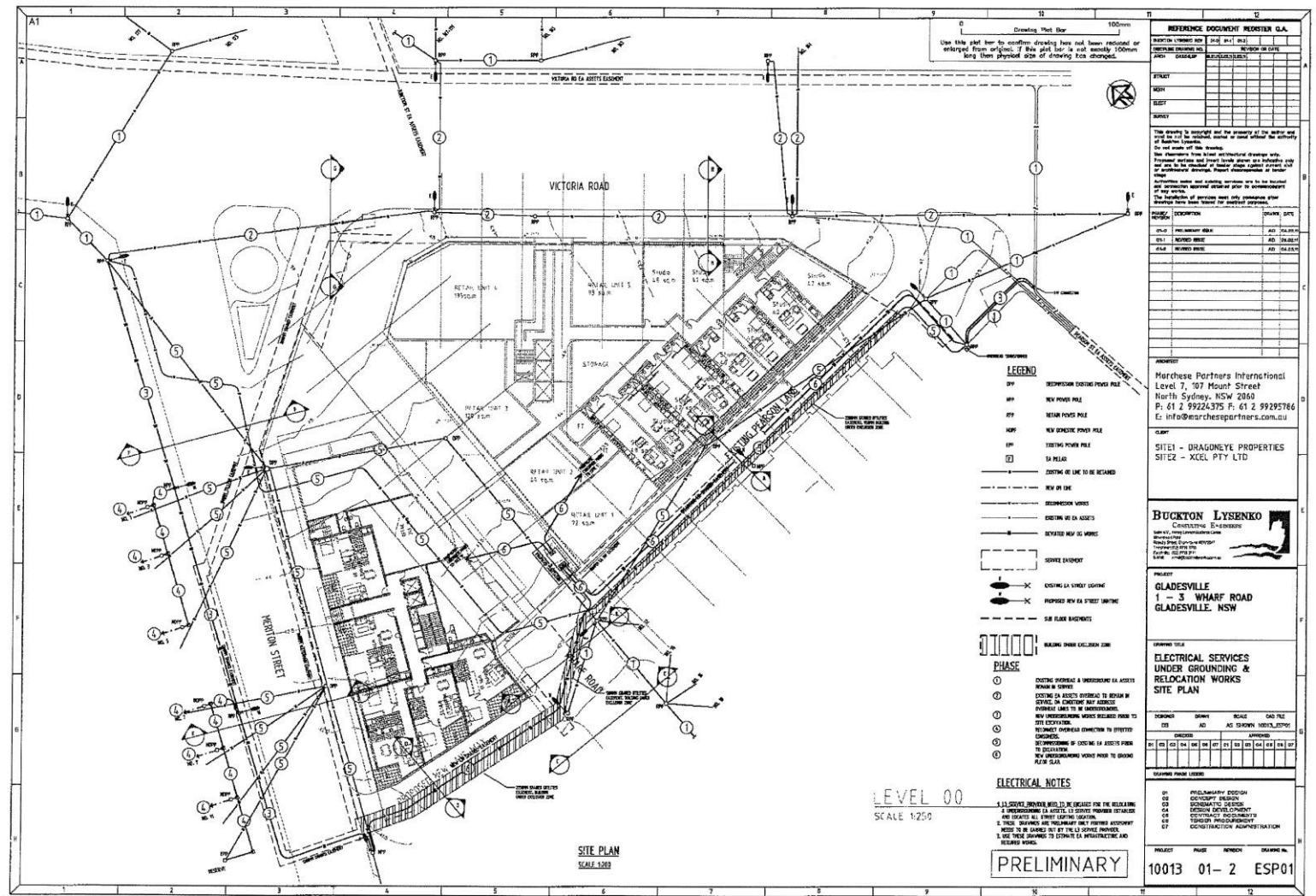
ATTACHMENT 1





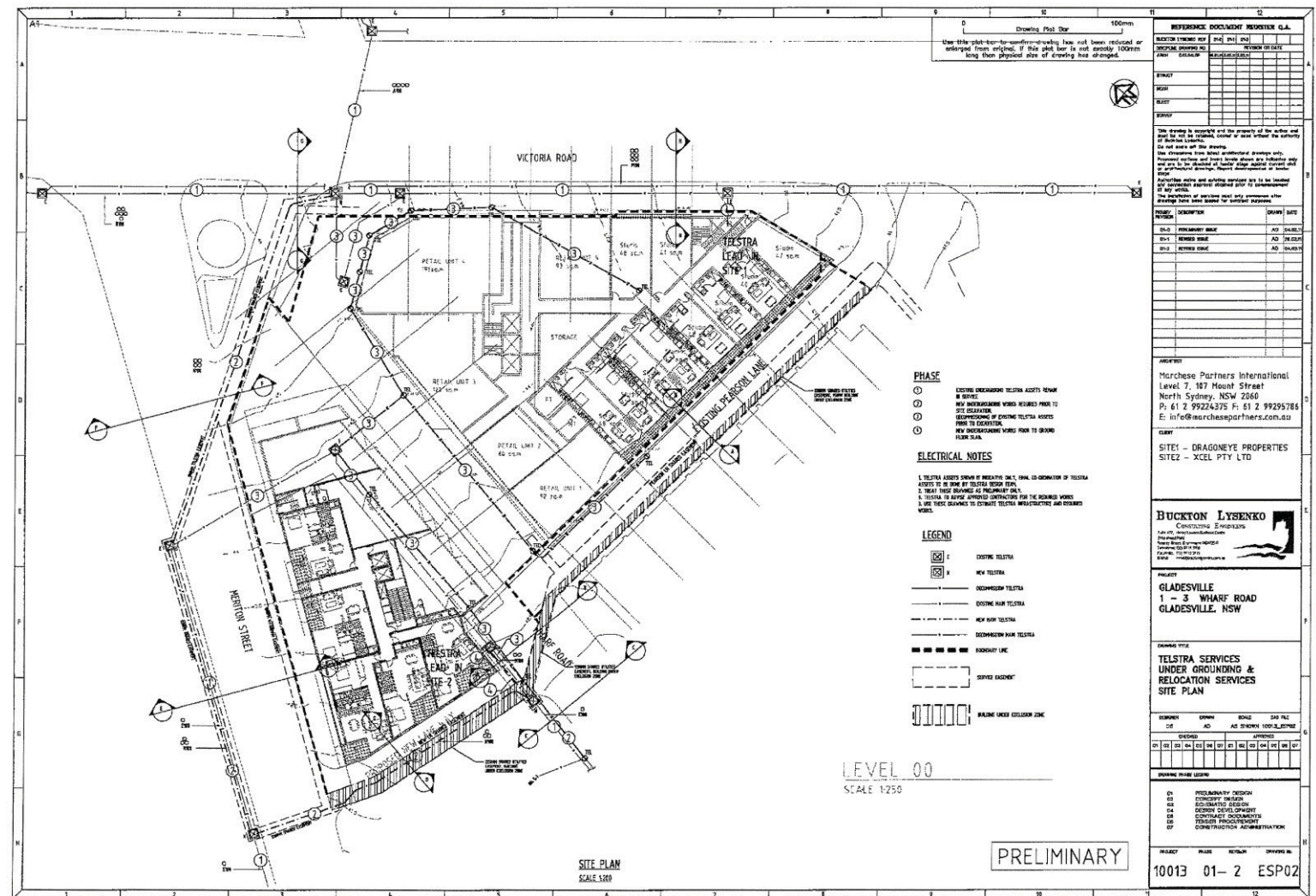
**ITEM 10 (continued)**

# ATTACHMENT 1



ITEM 10 (continued)

ATTACHMENT 1





# ATTACHMENT 1



**ITEM 10 (continued)**

**ATTACHMENT 1**

**Quantity Calc Sheets**

Job Name : <b>WHARF-3</b>		Job Description				
Client's Name: <b>Windeasea Build Pty Ltd</b>		VPA Estimate				
No.	Description	Factor	Length	Width	Depth	Amount
Trade : <b><u>New Laneway - Area A</u></b>						
Item : Break up and remove from site footpath pavement includin m2 <b>9.00</b>						
1	meriton st		6.000	1.500		9.000
Trade : <b><u>New Laneway - Area A</u></b>						
Item : Break up and remove from site concrete kerb m <b>6.00</b>						
1	meriton st		6.000			6.000
Trade : <b><u>New Laneway - Area A</u></b>						
Item : Civil works - excavation to reduce levels for laneway - 250n m3 <b>58.00</b>						
1			229.000	1.000	0.250	57.250
Trade : <b><u>New Laneway - Area A</u></b>						
Item : Civil works - construction of footpath with banding includi m2 <b>64.00</b>						
1		2.000	16.000	2.000		64.000
Trade : <b><u>New Laneway - Area A</u></b>						
Item : Civil works - construction of kerb and gutter m <b>58.00</b>						
1		2.000	12.000			24.000
2		2.000	17.000			34.000
Trade : <b><u>New Laneway - Area A</u></b>						
Item : Line marking m <b>37.00</b>						
1	centre		25.000			25.000
2	ends	2.000	6.000			12.000
Trade : <b><u>Plaza - Area B</u></b>						
Item : Arborist to cut down and remove mature tree in wharf rd e no <b>4.00</b>						
1	refer survey	4.000	1.000			4.000
Trade : <b><u>Plaza - Area B</u></b>						
Item : Remove street sign in wharf rd east and west side and rem no <b>7.00</b>						
1	refer survey - east	3.000	1.000			3.000
2	west	4.000	1.000			4.000
Trade : <b><u>Plaza - Area B</u></b>						
Item : Remove street bollard in meriton street and remove from s no <b>7.00</b>						
1	refer survey - west	7.000	1.000			7.000



**ITEM 10 (continued)**

**ATTACHMENT 1**

**Quantity Calc Sheets**

Job Name : <b>WHARF-3</b>		Job Description				
Client's Name : <b>Windcasea Build Pty Ltd</b>		VPA Estimate				
No	Description	Factor	Length	Width	Depth	Amount
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Demolish and remove from site masonry retaining/barrier m</b>						<b>17.00</b>
1	refer survey - wharf rd north/east		17.000			17.000
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Break up and remove from site road pavement including su m2</b>						<b>564.00</b>
1	refer survey plan - meriton st turning circle		222.000	1.000		222.000
2	wharf rd to pearson ln		34.000	9.000		306.000
3	pearson ln to lot a - half of road allowed		8.000	4.500		36.000
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Break up and remove from site footpath pavement includin m2</b>						<b>224.00</b>
1	refer survey plan - wharf rd east side		55.000	3.000		165.000
2	wharf rd west side		28.000	1.200		33.600
3			10.000	2.500		25.000
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Break up and remove from site concrete kerb m</b>						<b>127.00</b>
1	refer survey plan - wharf rd east side		55.000			55.000
2	wharf rd west side		72.000			72.000
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Excavate roadway to form level pedestrian lane and steps m3</b>						<b>97.00</b>
1	ave rl = 45.5+43/2 - 0.25 road less ave RL of 45.00-.15 pavement = 44.85		6.000	15.000	0.400	36.000
2	steps		3.600	15.000	0.750	40.500
3	steps to wharf rd south		9.000	15.000	0.150	20.250
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Filling to make up levels with imported sub-base filling m3</b>						<b>1,040.00</b>
1	ave rl = 45.5+43/2 - 0.25 road less ave RL of 45.00-.15 pavement = 44.85		33.000	15.000	2.100	1,039.500
<b>Trade : <u>Plaza - Area B</u></b>						
<b>Item : Exfoliated granite paving 600 x 300mm including concrete s m2</b>						<b>600.00</b>
1			539.000	1.000		539.000

ITEM 10 (continued)

ATTACHMENT 1

Quantity Calc Sheets

Job Name : <u>WHARF-3</u>		Job Description				
Client's Name: <u>Windeasea Build Pty Ltd</u>		VPA Estimate				
No	Description	Factor	Length	Width	Depth	Amount
2			61.000	1.000		61.000
Trade : <u>Plaza - Area B</u>						
Item : <i>Extra for sandstone band (allowed to perimeter of plaza, a</i>						327.00
1	perimeters		47.000			47.000
2			111.000			111.000
3	planters	4.000	12.000			48.000
4			29.000			29.000
5	mid banding allowance	6.000	15.300			91.800
Trade : <u>Plaza - Area B</u>						
Item : <i>Exfoliated granite tread 600 x 300mm</i>						m 184.00
1		12.000	15.300			183.600
Trade : <u>Plaza - Area B</u>						
Item : <i>Exfoliated granite riser</i>						m 199.00
1		13.000	15.300			198.900
Trade : <u>Plaza - Area B</u>						
Item : <i>Seal paving (acid soil expected, seal paver all round)</i>						m2 662.00
1			600.000	1.000		600.000
2			15.300	4.000		61.200
Trade : <u>Plaza - Area B</u>						
Item : <i>Stainless steel tactile indicators - allowed top and bottom o</i>						m2 19.00
1		2.000	15.300	0.600		18.360
Trade : <u>Plaza - Area B</u>						
Item : <i>Excavate for strip foundation - allowed ave 1m depth due t</i>						m3 44.00
1		6.000	12.000	0.600	1.000	43.200
Trade : <u>Plaza - Area B</u>						
Item : <i>RC in strip forundation including trench mesh - allowed 6</i>						m3 18.00
1		6.000	12.000	0.600	0.400	17.280
Trade : <u>Plaza - Area B</u>						
Item : <i>RC planter wall complete with concrete, formwork and rei</i>						m2 144.00
1		6.000	12.000	2.000		144.000

ITEM 10 (continued)

ATTACHMENT 1

Quantity Calc Sheets

Job Name : WHARF-3		Job Description				
Client's Name: Windeasea Build Pty Ltd		VPA Estimate				
No.	Description	Factor	Length	Width	Depth	Amount
Trade : <u>Plaza - Area B</u>						
Item : Membrane to side of planter wall					m2	87.00
1		6.000	12.000	1.200		86.400
Trade : <u>Plaza - Area B</u>						
Item : Soil filling to planter box					m3	54.00
1		6.000	3.000	3.000	1.000	54.000
Trade : <u>Plaza - Area B</u>						
Item : Mulch to planter					m2	54.00
1		6.000	3.000	3.000		54.000
Trade : <u>Plaza - Area B</u>						
Item : Excavate for strip foundation - allowed ave 1m depth due t					m3	28.00
1			46.000	0.600	1.000	27.600
Trade : <u>Plaza - Area B</u>						
Item : RC in strip foundation including trench mesh - allowed 6					m3	12.00
1			46.000	0.600	0.400	11.040
Trade : <u>Plaza - Area B</u>						
Item : RC planter wall complete with concrete, formwork and rei					m2	92.00
1			46.000	2.000		92.000
Trade : <u>Plaza - Area B</u>						
Item : Membrane to side of planter wall					m2	56.00
1			46.000	1.200		55.200
Trade : <u>Plaza - Area B</u>						
Item : Soil filling to planter box					m3	44.00
1			20.000	1.000	1.000	20.000
2			12.000	2.000	1.000	24.000
Trade : <u>Plaza - Area B</u>						
Item : Mulch to planter					m2	44.00
1			20.000	1.000		20.000
2			12.000	2.000		24.000

ITEM 10 (continued)

ATTACHMENT 1

Quantity Calc Sheets

Job Name : WHARF-3

Client's Name: Windeasea Build Pty Ltd

Job Description

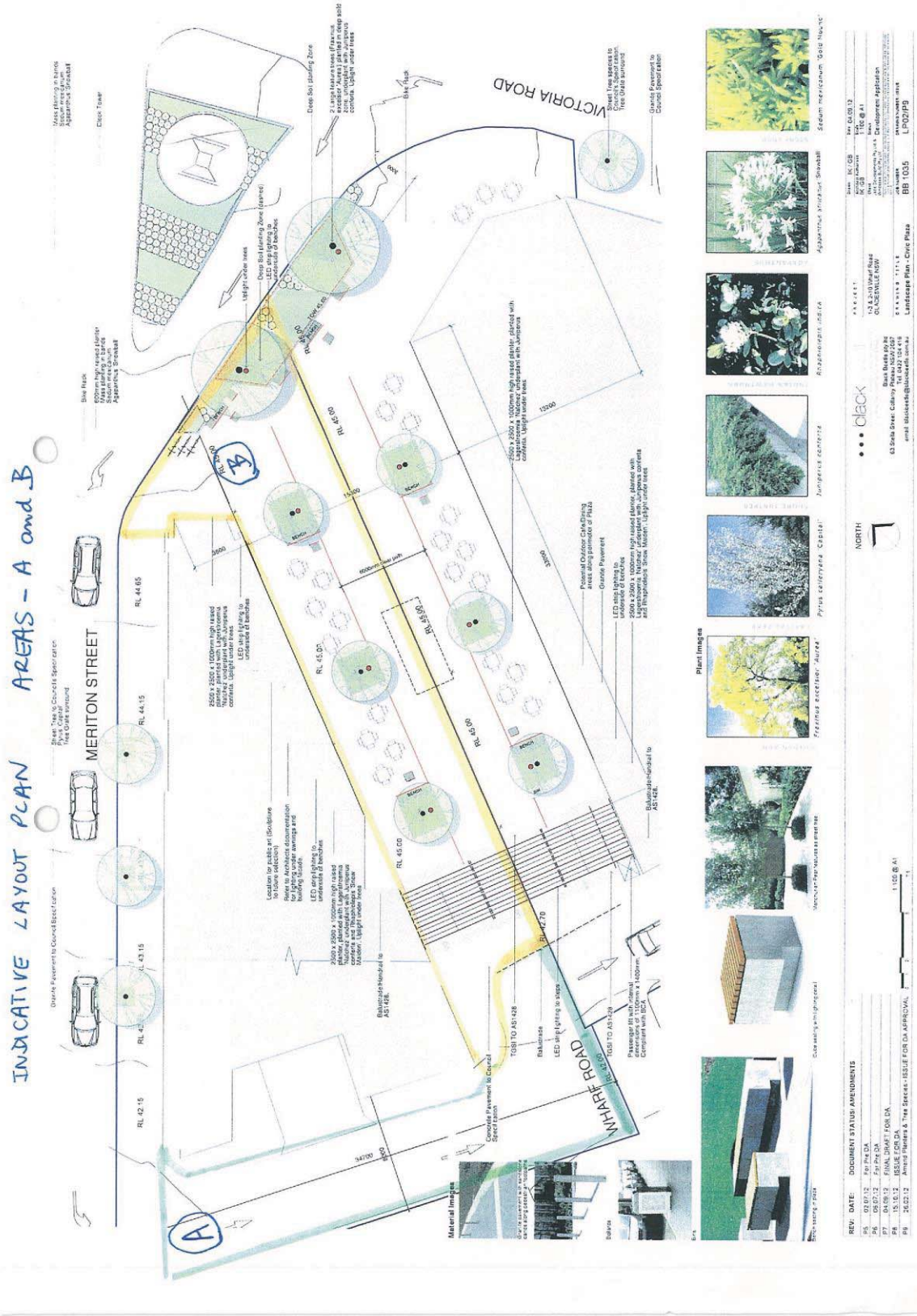
VPA Estimate

No.	Description	Factor	Length	Width	Depth	Amount
Trade : <u>Plaza - Area B</u>						
Item : Concrete filled block wall to cerate deep soil area in basem m2						23.00
1			5.000	4.500		22.500
Trade : <u>Plaza - Area B</u>						
Item : Membrane to base and walls of deep soil area in basement , m2						74.00
1	walls		14.500	4.500		65.250
2	base	0.500	5.000	3.300		8.250
Trade : <u>Plaza - Area B</u>						
Item : Soil filling to deep soil area in basement 1 m3						38.00
1	base	0.500	5.000	3.300	4.500	37.125



ITEM 10 (continued)

ATTACHMENT 2



**ITEM 10 (continued)**

**ATTACHMENT 3**



27<sup>th</sup> May 2013

Manager - Properties,  
City of Ryde Council,  
Civic Centre,  
1 Devlin Street,  
RYDE, N.S.W., 2112

Attention : Gerald Lore

Dear Sir,

**Re: DEVELOPMENT**  
**2 – 8 Wharf Road, Gladesville, N.S.W.**  
**VPA - Estimate of Costs**

As commissioned, we have prepared a revised estimate of the VPA costs, comparatively with the costs submitted by the developer's quantity surveyor and after my meeting with him at the Council's Business Centre and Library. My adjusted cost estimate is attached and is summarised as follows:-

Item	Description	Estimate	Amount \$
1)	Construction of New Laneway - (Area A) =	141,298 \$	141,298
2)	Plaza - (Area B) =	1,104,481 \$	1,104,481
3)	TOTAL - (Estimate of VPA Costs - excluding GST) =	\$	<b>1,245,779</b>
4)	GST - (10%) =	\$	124,577.90
5)	TOTAL - (Estimate of VPA Costs - including GST) =	\$	<b>1,370,357</b>

This estimate of cost is compared to the developer's quantity surveyor's scope and estimate of costs totalling **\$1,450,114** (including GST). A difference between our two estimates is now only (\$79,757) (including GST).

We have priced our estimate as at a March 2013 base date.

Our estimate is qualified in that for several elements the paving has been described as 'exfoliated granite' at \$420 / m2. SJA has accepted this description of the paving as being 'exfoliated granite' and at the rate for which it has been included, believing it to be the specified and delivered product and Council should ensure that this paving work is carried out in 'exfoliated granite' to the specification and rate stated.

A few sections of this work are not able to be fully accurately determined. One area that perhaps still remains contentious and needs some clarity is the lighting. The developer's Q.S.'s numbers of lights does not match the hand-drawn indications and he says that the positions of the lights are only representative of locations and that some lights are to be clustered in the final scenario. This needs some resolution. I have taken the numbers of lights to be singly at the locations shown. A more formal lighting drawing is required for clarity.

SJA Construction Services Pty Ltd  
A.C.N. 090 890 850 A.B.N 34 090 890 850  
Address Level 1, 109 Pitt Street, Sydney NSW 2000 GPO Box 4901, Sydney NSW 2001  
Phone 02 9236 5000 Fax 02 9236 5077 Email [enquiries@sja.com.au](mailto:enquiries@sja.com.au) Web [www.sja.com.au](http://www.sja.com.au)  
Sydney Melbourne Canberra Brisbane Perth Hong Kong



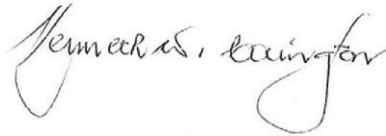
**ITEM 10 (continued)**

**ATTACHMENT 3**

The degree of 'benefit acceptable to Council' of the works, is not our area of expertise to determine and this will need to be determined by Council's staff.

We trust that you will find this acceptable, however if you have any questions or require further elaboration, please do not hesitate to contact the undersigned.

Yours faithfully,



**Kenneth W. Covington**

Area Manager – Quantity Surveying and Cost Planning  
(Mobile: 0418 281 637)  
[ken\\_covington@sja.com.au](mailto:ken_covington@sja.com.au)

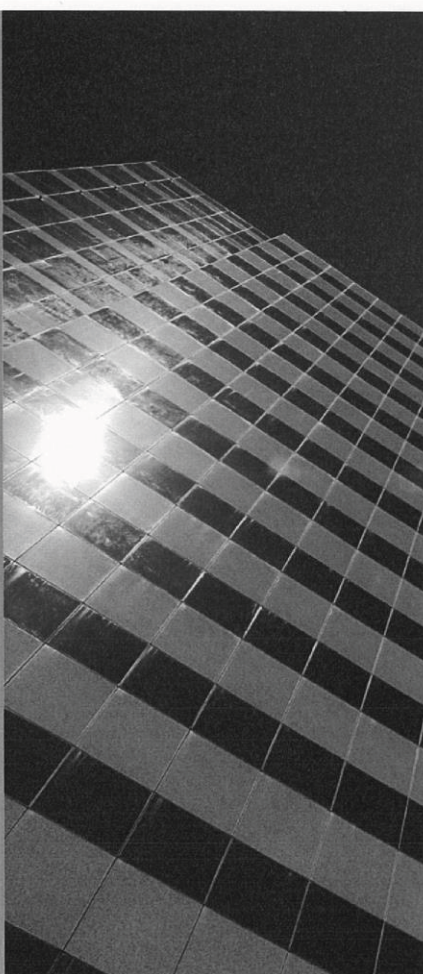


**ITEM 10 (continued)**

**ATTACHMENT 3**


**DEVELOPMENT**  
**2 – 8 Wharf Road, Gladesville**  
**VPA Cost Estimate – (24<sup>th</sup> May 2013)**

Quality Responsiveness Professionalism Dedicated Expertise  
Professionalism Dedicated Expertise Quality Responsiveness  
Expertise Quality Responsiveness Professionalism Dedicated  
Dedicated Expertise Quality Responsiveness Professionalism



**CITY OF RYDE COUNCIL**

Australia's Building, Construction & Engineering Professionals



Sydney | Melbourne | Canberra | Brisbane | Cairns | Perth | Hong Kong



**ITEM 10 (continued)**

## ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L				SUMMARY	
090890850					
Description	Qty	Unit	Rate	\$	c
<b>SUMMARY</b>	<b>Page No.</b>				
CONSTRUCTION OF NEW LANEWAY - (Area A)	A/4			141,298	17
PLAZA - (Area B)	B/8			1,104,480	54
TOTAL =	C/2			1,245,778	71
<b>TOTAL AMOUNT of ESTIMATE =</b>				<b>1,245,778</b>	<b>71</b>
Note: This Bill of Quantities contains pages numbered A/1 - C/2 . The Reader should ensure that...					
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					

**ITEM 10 (continued)**

**ATTACHMENT 3**

**SJA CONSTRUCTION SERVICES P/L**

020890850

	Description	Qty	Unit	Rate	\$	c
	<b>CONSTRUCTION OF NEW LANEWAY (Area A)</b>					
A	Land dedication value not included herein		Note			
B	New laneway to be dedicated to City of Ryde Council post construction by the landowners		Note			
	<b>Design, Construct and Commission New Laneway from Meriton Street to Wharf Road</b>					
C	Break up and remove from site footpath pavement including sub-base	9	m2	15.00	135	00
D	Break up and remove from site concrete kerb	6	m	10.00	60	00
E	Demolition of works for new laneway included with demolition works of the site		Note			
F	Drainage to laneway - (if actually required)	1	Item	15,545.00	15,545	00
G	Civil works - excavation to reduce levels for laneway - 250mm ave. depth	58	m3	55.00	3,190	00
H	Civil works - trimming and levelling works to suit new laneway levels	229	m2	20.00	4,580	00
J	Civil works - construction of asphalt roadway including sub-base 350mm thick overall	229	m2	65.00	14,885	00
K	Civil works - construction of footpath and banding, including crossovers (not paved with stone)	64	m2	190.00	12,160	00
L	Civil works - construction of kerb and gutter	58	m	152.47	8,843	26
M	Civil works - trimming and grading to existing roadway levels	33	m	75.00	2,475	00
N	Laneway lighting - building soffit lighting over footpath	5	No	690.00	3,450	00
P	Laneway lighting - poles	2	No	5,875.08	11,750	16
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					<i>To Collection \$</i>	<b>77,073 42</b>

A/1

ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850

	Description	Qty	Unit	Rate	\$	c
	<b>(Cont'd) CONSTRUCTION OF NEW LANEWAY (Area A)</b>					
	<b>(Cont'd) Design, Construct and Commission New Laneway from Meriton Street to Wharf Road</b>					
A	Electrical works / outlets / conduits per Energy Australia specifications	1	Item	8,900.00	8,900	00
B	Signage - STOP signs, no right turn, substation, fire services - (say 6 No. signs)	6	No	750.00	4,500	00
C	Line marking - (single lane / one way? - no linemarking required)		m		NIL	
D	Subtotal =				90,473	42
	<b>Construction Management</b>					
E	Site preliminaries, supervision of works and attendance on trades - (allowed at 14.5% of the cost of the works)	0.14	Item	90,473.42	13,118	65
	<b>Design and Consultants</b>					
F	Professional and design consultants' fees associated with the new laneway construction, as follows :-		Note			
G	Architect	1	Item	2,500.00	2,500	00
H	Civil Engineer	1	Item	4,500.00	4,500	00
J	Geotechnical Engineer	1	Item	1,500.00	1,500	00
K	Hydraulic Engineer	1	Item	1,000.00	1,000	00
L	HV Electrical Engineer	1	Item	1,250.00	1,250	00
M	Luminaire and network design for Council	1	Item	1,500.00	1,500	00
N	Landscape Architect	1	Item	1,500.00	1,500	00
P	Surveyor	1	Item	2,500.00	2,500	00
Q	Traffic Engineer	1	Item	1,000.00	1,000	00
R	Private Certifier	1	Item	600.00	600	00
S	Consultants' Fees - Subtotal =				17,850	00
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$ 44,368 65	
A/2						

ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850

	Description	Qty	Unit	Rate	\$	c
	<b>(Cont'd) CONSTRUCTION OF NEW LANEWAY (Area A)</b>					
	<b>(Cont'd) Design and Consultants</b>					
A	Preparation of the laneway dedication stratum subdivision plan and public easements and associated management plans, lodgement and registration of title	1	Item	13,784.00	13,784	00
	<b>Contingency</b>					
B	Allowance for project related contingency sum - (allowed at 5.00% of the cost of the works)	0.05	Item	121,442.07	6,072	10
C	Subtotal =				6,072	10
D	TOTAL - CONSTRUCTION OF NEW LANEWAY - (Area A) =				141,298	17
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013						
A/3				To Collection \$	19,856	10



**ITEM 10 (continued)**

**ATTACHMENT 3**

**SJA CONSTRUCTION SERVICES P/L**

090890850					
Description	Qty	Unit	Rate	\$	c
<b>COLLECTION</b>					
Page No. A/1				77,073	42
Page No. A/2				44,368	65
Page No. A/3				19,856	10
<b>CONSTRUCTION OF NEW LANEWAY - (Area A)</b>					
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013				Carried to Summary \$	141,298 17

ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850

	Description	Qty	Unit	Rate	\$	c
	<b>PLAZA - (Area B)</b>					
A	The supply and installation of the public artwork is excluded from this agreement		Note			
B	The supply and installation of the passenger lift is excluded from this agreement		Note			
	<b>Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road</b>					
	<u>Plaza Paving</u>					
C	Arborist to cut down and remove mature tree in Wharf Road east and remove from site	4	No	450.00	1,800	00
D	Remove street sign in Wharf Road east and west side and remove from site	7	No	141.01	987	07
E	Remove street bollard in Meriton Street and remove from site	7	No	141.01	987	07
F	Remove from site masonry retaining / barrier wall	17	m	70.00	1,190	00
G	Break up and remove from site road pavement including sub-base	564	m2	20.00	11,280	00
H	Break up and remove from site footpath pavement including sub-base	224	m2	15.00	3,360	00
J	Break up and remove from site concrete kerb	127	m	10.00	1,270	00
K	Excavate roadway to form level pedestrian lane and steps	97	m3	25.00	2,425	00
L	Filling to make up levels with imported sub-base material	1,040	m3	35.00	36,400	00
M	Stormwater drainage and subsoil; drainage to Plaza- (has to be aerial drainage in the top of Basement blow Plaza)	784	m2	36.13	28,325	92
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$	88,025 06

B/1

ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090820850

	Description	Qty	Unit	Rate	\$	c
	<b>(Cont'd) PLAZA - (Area B)</b>					
	<b>(Cont'd) Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road</b>					
	<u>(Cont'd) Plaza Paving</u>					
A	Relocate underground services not yet defined including gas and telecommunications	1	Item	19,800.00	19,800	00
B	Relocate overhead power supply including removal of power poles	1	Item	19,250.00	19,250	00
C	Reinforced concrete steps including concrete, formwork, reinforcement complete - 2300mm rise x 15300mm wide	2.3	mrise	6,521.74	15,000	00
D	Exfoliated granite paving 600 x 300mm including concrete sub-bed	600	m2	420.00	252,000	00
E	<u>Extra</u> <del>for</del> sandstone band - (allowed to perimeter of Plaza, around planters and six mid bands)	327	m	120.00	39,240	00
F	Exfoliated granite tread 600 x 300mm	184	m	180.00	33,120	00
G	Exfoliated granite riser	199	m	140.00	27,860	00
H	Stainless steel linear grate	46	m	400.00	18,400	00
J	Seal paving - (acid soil expected, seal paver all round)	662	m2	20.00	13,240	00
K	Stainless steel tactile indicators - (allowed to top and bottom of steps - say 300mm wide)	19	m2	600.00	11,400	00
L	Traffic management at bottom of Wharf Road, to allow traffic movement across Wharf Road and into the site and Pearson Lane	4	wks	1,200.00	4,800	00
M	Plaza Paving - Subtotal =				542,135	06
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$	454,110 00

B/2

ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850

	Description	Qty	Unit	Rate	\$	c
	<b>(Cont'd) PLAZA - (Area B)</b>					
	<b>(Cont'd) Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road</b>					
	<u>Planters and Landscaping - Waterproofing Drainage</u>					
	Square Planter Boxes					
A	Excavate for 600 x 400mm strip footings - (allowed aver. 1m depth due to fill material)	44	m3	75.00	3,300	00
B	Reinforced concrete in strip footings, including trench mesh, allowed 600 x 400mm	18	m3	300.00	5,400	00
C	Reinforced concrete planter wall complete with concrete, formwork and reinforcement - (does this need to be in concrete)	108	m2	260.00	28,080	00
D	Backfilling soil to footings and wall	26	m3	35.00	910	00
E	Membrane to side of planter wall	87	m2	40.00	3,480	00
F	Soil filling to planter box	54	m3	65.00	3,510	00
G	Mulch to planter	54	m2	6.00	324	00
H	Traffic management at bottom of Wharf Road, to allow traffic movements across Wharf Road and into site and Pearson Lane		wks		INCL	
	Rectangular Planter Box					
J	Excavate for 600 x 400mm strip footings - (allowed aver. 1m depth due to fill material)	28	m3	75.00	2,100	00
K	Reinforced concrete in strip footings, including trench mesh, allowed 600 x 400mm	12	m3	300.00	3,600	00
L	Reinforced concrete planter wall complete with concrete, formwork and reinforcement - (allowed 200mm thick wall)	92	m2	260.00	23,920	00
M	Backfilling soil to footings and wall	16	m3	35.00	560	00
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$	75,184 00
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ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850

	Description	Qty	Unit	Rate	\$	c
	<b>(Cont'd) PLAZA - (Area B)</b>					
	<b>(Cont'd) Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road</b>					
	<b>(Cont'd) Planters and Landscaping -</b>					
	<b>Waterproofing Drainage</b>					
	<b>(Cont'd) Rectangular Planter Box</b>					
A	Membrane to side of planter wall	56	m2	40.00	2,240	00
B	Soil filling to planter box	44	m3	65.00	2,860	00
C	Mulch to planter	44	m2	6.00	264	00
D	Traffic management at bottom of Wharf Road, to allow traffic movements across Wharf Road and into site and Pearson Lane - (included previously)		wks		INCL	
E	Concrete filled block wall to create deep soil area in Basement 1	23	m2	140.00	3,220	00
F	Membrane to base and walls of deep soil area in Basement 1	74	m2	50.00	3,700	00
G	Drainage to deep soil area in Basement 1	1	Item	7,500.00	7,500	00
H	Soil filling to deep soil area in Basement 1	38	m3	65.00	2,470	00
	Planting					
J	Supply Crepe Myrtle Tree	6	No	650.00	3,900	00
K	Supply Fraxinus Excelsior - Aurea tree	2	No	650.00	1,300	00
L	Installation of large trees, including crantage and cartage	8	No	1,435.64	11,485	12
M	Underplanting to planter boxes and deep planting area including plants, soil and mulch - (soil already allowed for above in planter boxes)	74	m2	236.00	17,464	00
N	Irrigation, water supply and fire services to open Plaza area	1	Item	15,750.00	15,750	00
P	Allowance for stakes, guards, sundry landscaping items	1	Item	3,500.00	3,500	00
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$	75,653 12

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ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850					
	Description	Qty	Unit	Rate	\$ c
	<b>(Cont'd) PLAZA - (Area B)</b>				
	(Cont'd) Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road				
	<u>(Cont'd) Planters and Landscaping - Waterproofing Drainage</u>				
	(Cont'd) Planting				
A	Allowance for maintenance of landscaping - (1 day per week for 12 weeks)	1	Item	10,400.00	10,400 00
B	Planters and Landscaping - Waterproofing Drainage - Subtotal =				161,237 12
	<u>Plaza Lighting and Electrical Works (Luminary and Network Design)</u>				
C	Tactic LED uplights - focal planting lights	10	No	700.00	7,000 00
D	Under awning lights	9	No	690.00	6,210 00
E	Underbench seating LED lights	8	No	1,020.00	8,160 00
F	Stair tread LED lighting	56	No	340.00	19,040 00
G	Plaza electrical outlets - (say 112 No.)	1	No	5,000.00	5,000 00
H	Plaza Lighting and Electrical Works (Luminary and Network Design) - Subtotal =				45,410 00
	<u>Street Furniture</u>				
J	Cargo modular bench cube seat - no back	22	No	1,393.00	30,646 00
K	Cargo modular bench cube seat - with back	6	No	2,408.00	14,448 00
L	Deliver, place and install furniture	28	No	189.69	5,311 32
	<u>Fixtures</u>				
M	Double litter and recycle bin 120litre - Botton & Gardner	1	No	4,950.00	4,950 00
N	Bicycle rack in galv. steel - Environ UAP Urban	3	No	349.00	1,047 00
P	Bollard	8	No	410.00	3,280 00
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013				To Collection \$	115,492 32

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ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850

	Description	Qty	Unit	Rate	\$	c
	<u>(Cont'd) PLAZA - (Area B)</u>					
	<u>(Cont'd) Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road</u>					
	<u>(Cont'd) Fixtures</u>					
A	Deliver, place and install fixtures	4	No	189.69	758	76
B	Pedestrian safety balustrade / barrier	10	m	980.00	9,800	00
C	Balustrade to steps	20	m	600.00	12,000	00
D	Chair lift - (external weatherproof)	1	No	28,000.00	28,000	00
E	Street Furniture - Subtotal =				110,241	08
	<u>Signage</u>					
F	Name sign including footing at top and bottom of Plaza	2	No	950.00	1,900	00
G	Directional sign including footing at top and bottom of Plaza	2	No	510.00	1,020	00
H	Statutory signage and location signage - (say 4 No. signs)	4	No	510.00	2,040	00
J	Signage - Subtotal =				4,960	00
K	Subtotal - for all of the above =				863,983	26
	<u>Construction Management</u>					
L	Site preliminaries, supervision of the works and attendance on trades - (allowed at 11.864% of the cost of the works)	0.12	Item	863,983.26	102,502	97
M	Installation and removal of temporary closure barriers at top and bottom of Wharf Road	31	m	400.00	12,400	00
	<u>Design</u>					
N	Professional and design consultant fees associated with the new Plaza construction		Note			
P	Architect	1	Item	15,000.00	15,000	00
Q	Structural Engineer	1	Item	2,200.00	2,200	00
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$	187,621 73

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**ITEM 10 (continued)**

**ATTACHMENT 3**

**SJA CONSTRUCTION SERVICES P/L**

090890850

	Description	Qty	Unit	Rate	\$	c
	<b>(Cont'd) PLAZA - (Area B)</b>					
	<b>(Cont'd) Design, Construct and Commission the creation of a Public Plaza connecting Meriton Street and Wharf Road</b>					
	<u>(Cont'd) Design</u>					
A	Civil Engineer	1	Item	18,000.00	18,000	00
B	Geotechnical Engineer	1	Item	2,400.00	2,400	00
C	Hydraulic Engineer	1	Item	4,500.00	4,500	00
D	Electrical Engineer	1	Item	7,500.00	7,500	00
E	HV Electrical Engineer	1	Item	3,500.00	3,500	00
F	Landscape Architect	1	Item	14,000.00	14,000	00
G	Surveyor	1	Item	3,500.00	3,500	00
H	Traffic Engineer	1	Item	1,600.00	1,600	00
J	Private Certifier	1	Item	800.00	800	00
K	Professional Fees - Subtotal =				73,000	00
	<u>Contingency</u>					
L	Allowance for project related contingency sum - (allowed at 5.00% of the cost of the works)	0.05	Item	051,886.23	52,594	31
M	Construction Management, Design and Contingency - Subtotal =				240,497	28
N	TOTAL - Plaza (Area B) =				1,104,480	54
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013					To Collection \$ 108,394 31	

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ITEM 10 (continued)

ATTACHMENT 3

SJA CONSTRUCTION SERVICES P/L

090890850					
Description	Qty	Unit	Rate	\$	c
<b>COLLECTION</b>					
Page No. B/1				88,025	06
Page No. B/2				454,110	00
Page No. B/3				75,184	00
Page No. B/4				75,653	12
Page No. B/5				115,492	32
Page No. B/6				187,621	73
Page No. B/7				108,394	31
<b>PLAZA - (Area B)</b>					
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013				1,104,480	54
B/8				Carried to Summary \$	

**ITEM 10 (continued)**

**ATTACHMENT 3**

**SJA CONSTRUCTION SERVICES P/L**

090890850					
Description	Qty	Unit	Rate	\$	c
Amount from summary level.				1,245,780	00
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013				To Collection \$	NIL

**ITEM 10 (continued)**

**ATTACHMENT 3**

**SJA CONSTRUCTION SERVICES P/L**

090890850					
Description	Qty	Unit	Rate	\$	c
<b>COLLECTION</b>					
Page No. C/1					NIL
<b>TOTAL =</b>					
CITY OF RYDE COUNCIL 2 - 8 Wharf Road, Gladesville 24th May 2013				Carried to Summary \$	NIL

**ITEM 10 (continued)**

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