Davis Langdon
An AECOM Company

17th November 2015
Prepared for
Cote Owners Corporation - Strata Plan 50785

Cote D'Azur

BALUSTRADE UPGRADE PROJECT

Tender Evaluation Report



Tender Evaluation Report

Cote D'Azur 1-3 McDonald Street, Cronulla NSW 2230

Client: Cote Owners Corporation - Strata Plan 50785

ABN: 00 000 000 000

Prepared by

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17-Nov-2015

Job No.: 60322053

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Quality Information

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Ref 60322053

Date 17-Nov-2015

Prepared by Mark Davis

Reviewed by Alan Bailey

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Executive Summary

The tender process for the Cote D'Azur Balustrade Upgrade project has proven to be more problematic and protracted than initially expected.

The responses from the market were less than desirable with five of the seven tenderers withdrawing for differing reasons. The underlying theme seemed to be the lack of willingness to take on risk that was perceived as being likely with this project. The types of risk the tenderers felt was present was the complexity of the buildings, the size of the overall project and the requirement to take on the role of Principal Contractor which they are not as familiar with being they usually act as subcontractors to a builder.

The reason this approach was taken on was to move these risks from the Owners Corporation to the contractor and this approach still remains valid after having received the submissions from the two most experienced contractors.

Unfortunately, one of those submissions was excessively priced and this could reflect the reluctance even an experienced contractor to take on this project.

Notwithstanding this, we are now at a point where we can make a final recommendation to the Owners.

Recommendation:

Davis Langdon as Project Manager recommend to the Owners that:

1. Budget approval of overall project funding (including a reasonable contingency) is approved to the total value of $1,200,000.00 excluding GST.
2. Feenix NSW Pty Ltd is engaged to undertake these works on behalf of Cote Owners Corporation (SP 50785) subject to the Owners approving within the overall project budget the amount **of $1,077,884.00 excluding GST** for the construction contract works.

1.0 Background

1.1 Purpose

At the Executive General Meeting of the Cote Owners Corporation - Strata Plan 50785 on 21 April 2015, the Owners voted, after a presentation of the options by the Project Architect (Collard Maxwell Architects) and Project Manager (Davis Langdon), to proceed with tendering the works for a suitably experience contractor to be engaged to undertake the design and construction of a replacement balustrade system for Buildings A, B and C at Cote D'Azur, 1-3 McDonald Street Cronulla NSW 2230.

The Owners voted for System 1 (Frameless with curved glass and top rail) as noted in the email dated 22 April 2015 from Nina Ashfield-Howell of Strata Title Management (Refer Attachment A of this report).

1.2 Tender Documentation, Process & Responses

1.2.1 Tender Documentation

Following the Owners decision of 21 April 2015 to proceed to tender the works, Davis Langdon finalised the tender documentation based on a Design & Construct contract using an unamended version of AS4902-2000 General Conditions of Contract. This form of contract allows for the contractor to take the Principals Preliminary Design and develop it to shop drawing stage prior to approval by the Principal and proceeding to procurement of materials.

Davis Langdon completed the tender documentation on 29 June 2015. The documentation package included:

1. Request for Tender letter
2. Request For Tender Document including:
    a. Returnable Schedules
    b. AS4902-2000 General Conditions of Contract
    c. Contract Annexures
    d. Principals Project Requirements
    e. Drawings - Strata Plans (Note: Floor Plans provided for information only)
    f. Technical Specifications
    g. Schedule of Lot & Unit Numbers

1.2.2 Tender Process

A tender panel of suitably experienced balustrade contractors was identified based on recommendations received from reputable first and second tier building contractors as well as the Cote D'Azur Balustrade Project Committee.

Tenders were subsequently called on 30 June 2015 with the initial tender closing date of 15 July 2015 being confirmed by all tenderers as acceptable. The initial panel of tenderers comprised:

1. Feenix NSW Pty Ltd
2. Glass Direct Australia Pty Ltd
3. Trimlite Australia Pty Ltd
4. Vegas Railing Pty Ltd
5. Bright Balustrading Pty Ltd

Due to Glass Direct Australia withdrawing from the tender the following contractor was added to the tender panel on 16 July 2015 and the tender period was extended accordingly to close on 29 July 2015:

6. Active Metal Pty Ltd

Immediately prior to the revised tender closing date (29 July 2015) the following tenderers, for differing reasons, advised they would not be submitting a tender:

- Vegas Railing Pty Ltd (focusing on the commercial rather than residential market)
- Bright Balustrading Pty Ltd (unable to resource the tender submission or the project delivery)
- Trimlite (unwilling to take out Home Warranty Insurance – a statutory requirement)

Consequently, the following tenderer was added to the tender panel on 10 August 2015 and the tender period was extended accordingly to close on 21 August 2015:

7. Coastline Remedial Building Services Pty Ltd.

1.2.3 Tender Responses

Davis Langdon received tender submissions from Coastline Remedial Building Services on 20 August 2015 (Refer Attachment B of this report) and Feenix on 25 August 2015 which was superseded by a revised offer on 26 October 2015 following tender evaluation and negotiation (Refer Attachment C of this report).

The offer from Coastline Remedial Building Services was significantly higher than the offer from Feenix and well above the upper limit of the pre-tender estimate that formed the basis of the approved budget for the tender. Feenix's offer was the lower of the two tenderers but still exceeded the approved budget.

Despite receiving Feenix's submission two days after the due date, an initial evaluation of their tender was made before it was agreed to enter negotiations with Feenix as the lowest tenderer in order to verify their price against the required scope of work and to investigate where possible cost savings may be made to reduce the cost below or to within a reasonable variance of the approved budget.

The Executive Committee met on 4 November 2015, and following their review of the information provided by Davis Langdon regarding the tender process and outcome, resolved that an Extraordinary General Meeting be convened on 2 December 2015 for the purpose of selecting a tender for the balcony railing works.

1.3 Tender Assessment & Negotiation

Given the degree of disparity in price between the two tenders received a cost analysis was documented to ensure comparative assessment was possible. Following this, it was clear that only one tender was worthy of further consideration. This was the offer from Feenix.

A post tender meeting was convened at Cote D'Azur on 29 September 2015 between the Cote D'Azur Balustrade Committee, Feenix and Davis Langdon. A further Tender Meeting was convened at Davis Langdon's office on 11 November 2015. Minutes of these meetings formed the basis of tender negotiations with Feenix (Refer Attachment D of this report).

The revised price received from Feenix on 26 October 2015 was $1,077.884.00 excluding GST. As this is exceeds the approved budget, approval of the additional funding will be required from the Owners before a contract can be entered into.

The tender cost analysis is included in the attachments (Refer Attachment E of this report).

2.0 Tender Assessment

2.1 Feenix Submission

2.1.1 General Comment

As a consequence of the large disparity in price between the submissions received from Coastline Remedial Building Services and Feenix the comparison between these tenders was based on price only. Other factors were checked first to ensure the scope of works was priced on a similar basis. No issues were evident in the two submissions to indicate either tenderer had misunderstood the scope of works, program and project approach.

Coastline's submission was excessively loaded with preliminary costs, more expensive balustrade components and a conservative approach to safely accessing the building façade (scaffolding to the upper tower penthouse balconies).

2.1.2 Exclusions in Tenderer Feenix's Submission

Exclusions and/or qualifications in Feenix's revised offer of 26 October 2015 have been addressed through the tender negotiation phase as evidenced in the minutes of Tender Meetings 1 & 2, which are included in the attachments (Refer Attachment D of this report).

2.1.3 Required Clarifications

Tender clarifications were sought from Feenix during the Tender Negotiation phase. These are summarised in the attached email correspondence (Refer Attachment F of this report)

The following table sets out the outstanding clarifications requiring responses from Feenix prior to finalisation of the contract.

Item No. (Minutes dated 11th November 2015)	Item Description	Davis Langdon Comment (17th November 2015)	Feenix Comment
2.2	Feenix will provide a sample of both the 30mm and the 50mm steel fixing pins/ fixed to a board so that the Owner can review and make a decision. In addition, Feenix are required to construct a full size prototype for sign off by the Owners prior to orders being placed for materials. It is proposed this be completed in time for the 2 December 2015 Cote Owners Corporation AGM.	Please advise DL when you will submit the 2no. samples. Please advise DL with a date that you will provide the full size prototype for sign off; prior to the 2nd December.	

3.3	Feenix are to review the draft LOI and provide their comments back to MD / AB.	Please confirm that you will return your comments to the LOI by COB 18th November 2015.	
5.5	Home Warranty Insurance is required by Feenix. Feenix confirmed that they are working to resolve the value of these insurances internally within the next 2 weeks. WA / WW to provide an update on the progress of this next week.	Please provide an update on your progress with this action.	
7.3	Feenix confirmed that they had approached two BCA consultants; Steve Watson Partners & BCA Certifiers Australia. MD requested confirmation, in writing from the BCA consultants, the exact requirements with regards to toe holds and the height of the glass. Feenix are to engage, select a BCA consultant and resolve all questions by end of November to allow for the contract award in December.	Please provide an update on your progress with this action.	

3.0 Project Summary

3.1 Project Budget Update

The following table summarises the project budget position at 17 November 2015. The included levels of funding will be required in order to award a contract to Feenix NSW Pty Ltd and find the current and forecast expenditure to complete the project as per the current scope of works.

PROJECT SUMMARY		
Construction Works		
Balustrade Demolition and Replace	$	1,077,884.00
Project Costs		
Architect	$	3,675.00
Rendersmart	$	1,600.00
Project Manager	$	49,425.00
Legal Counsel		Excluded
On Site Client Rep		Excluded
BCA Consultant		Incl in Construction
Structural Eng		Incl in Construction
Contingency		
Design Contingency		
Construction Contingency (6%)	$	67,416.00
Project Budget (excl GST)	$	1,200,000.00
GST	$	120,000.00
Project Budget (incl GST)	$	1,320,000.00

Appendix A

Approved Balustrade System

From: Nina Ashfield-Howell <nhowell@stratatitle.com.au>
Sent: Wednesday, 22 April 2015 10:24 AM
To: Davis, Mark (Sydney)
Subject: SP50785, 1 McDonald Street, Cronulla

Dear Mark,

It was really nice to meet you last night and put a face to the name. can you please confirm the name of the architect who also attended, just so I can accurately record in the minutes.

The Owners Corporation voted for System 1 (Frameless with curved glass and top rail). Please proceed to tender stage based on this system.



I am looking forward to the end result and I am hoping the installation process is handled without too much of my involvement.

Kind regards,

Nina Ashfield-Howell
Senior Strata Manager

Phone: (02) 9540 4199 | Email: nhowell@stratatitle.com.au | Address: PO Box 2727, Taren Point, NSW 2229

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Please view Vesture's full email communication disclaimer on our website – www.stratatitle.com.au/disclaimer/
Important Notice: Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of your scheme and may be subject to inspection by owners and residents within your scheme, as well as prospective purchasers for any lot that may be for sale within your scheme. As such author discretion is advised.

Appendix B

Tender Response - Coastline Remedial Building Services

COASTLINE
REMEDIAL
building services pty ltd

20th August 2015

Davis Langdon Australia Pty Ltd
L 21, 420 George Street
Sydney, NSW 2000.

Dear Mark,

Re: Quotation

Coastline Remedial Building Services is pleased to provide our quotation for the work associated with the building located at the above address as an alternative

Basis of Quotation

- Site inspections.
- Tender Package by your company dated 10th August 2015.

Clarifications

- All works allowed within this quotation are to be carried out during normal business hours.
- Access to all areas of site shall be available between 7.30am and 5.00pm Monday to Friday. Where access to balconies is prevented by the occupant of a unit additional cost will be incurred.
- This quote is valid for 90 days from date of issue.
- Our quotation is subject to Coastline Remedial standard terms and conditions of sale.
- Presume all materials can be stored on site during the execution of the works, to a designated area.
- Toilet provided for worker use.
- Power provided for completion of the works.
- Any costs associated with DA, should they arise, have not been included in this quotation.
- Any fees associated with council bonds, Council Permits, stand plant, hoarding, construction zone, for temporarily taking parking spaces will be taken from the PC sum included in the tender schedule. Should this vary either way then either a credit or variation will apply. Builders margin of 20% applies to any costs incurred by Coastline Remedial Building Services Pty Ltd.

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Coastline Remedial Building Services Pty Ltd
60 Evans St, Freshwater NSW 2096
Ph:9939 0198 **F:** 9905 9057
Email: info@coastlineremedial.com.au
ABN` **35 118 165 147** Builders Lic` **183266c**
Web: www.coastlineremedial.com.au

Cost Breakdown inclusive of GST

- See attached tender return schedule

Exclusions

- Architectural or Structural drawings
- Structural Certification or Liaison with Engineer. U.N.O
- Propping detail by Engineer.
- Any Liaison with council for DA or CC (should you require this then we can provide a price).
- Working outside normal working hours.
- Third party certification costs.
- Costs associated with site allowances
- No allowance has been made in our tender price for any charges associated with inspection by any relevant Authority u.n.o.

Coastline Remedial, thank you for the opportunity to provide this quotation and trust that it is acceptable. Should you require any additional information then please do not hesitate to contact us. We look forward to being of further assistance in relation to this project.

Kind Regards

Nathan Farrugia

Director
Coastline Remedial Building Services Pty Ltd

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Standard Conditions:

- Note that Coastline Remedial Building Services Pty Ltd will be referred to as CRBS for these conditions.
- Some items in these conditions may not be relevant to this particular project for inclusions please refer to tender work package appendix E
- All external work will be performed according to Work Cover regulations & all access equipment is included to carry out the contract work unless stated otherwise. CRBS will not take any responsibility for any security breach which may occur by others during the contracted works.
- Home Warranty premium is **not included** in lump sum unless stated otherwise.
- Should there be a hold point included in the specification by the consultant then CRBS will hold for one week for the consultants to provide the necessary instructions and a further week for any variations (if any) to be approved. Once the two week period is completed then CRBS reserve the right to start charging for costs (including builders margin and gst) associated with the hire of scaffold, hoardings, props, or any other equipment that might be left on site and where we have not had written instructions to remove such equipment.
- All work carried out by QUALIFIED TRADESMEN. Supervisors have either Engineering qualifications or building licences. This enables CRBS to achieve and maintain the highest standard of QUALITY CONTROL.
- Statuary workmanship warranty covered by Home Warranty Insurance, which will be issued on commencement of the contract works. We are insured against PUBLIC LIABILITY, WORKERS' COMPENSATION & HOME WARRANTY. All work with specified products / materials shall be performed strictly in accordance with manufacturer's specifications.
- The Site shall be left CLEAN and TIDY and any project waste/rubbish removed shall be removed during and on completion of the works.
- Parking space, lockup store room (space), toilets, power and water shall be made available to CRBS while the contract work is being performed without charge to CRBS unless stated otherwise. The Owners Corporation shall designate an area for storage of materials while the work is proceeding.
- All care will be taken for surrounding vegetation but no responsibility is accepted for collateral damage during works. A contingency sum of perhaps $3000.00 should be set aside for refurbishing of plants likely to be damaged by mechanical access machinery or tradesmen.
- Material costs are based on the costs at the time of tendering and can change should long periods of time occur between tendering and contracting. CRBS will hold our tender price for 90 days from date of issue and reserves the right to increase our price in parallel with CPI.
- All estimates of the tender/quotation are based on
  a. Supplied drawings and/or specification documents including dimensions and or bill of quantities
  b. Visual estimation of the extent of work at the time of tendering. Extent of work will be based and limited to actual visible signs of deterioration as per the tender date. Accordingly we reserve the right to alter pricing subject to the length of time between tendering and signing of contracts.
- CRBS will not take any responsibility for any damages due to vibration during demolition work.
- CRBS will not take any responsibility for damages to unknown imbedded or hidden conduits and/or pipe work in concrete slabs, tile screeds or within brick wall cavities during excavation work or installation of brick ties.
- Should internal surfaces be affected or damaged by installation of Stainless Steel brick ties then repairs shall constitute a variation since CRBS has minimal control over these repairs because brick cavity widths can vary.
- Any necessary approval, costs from Local Government and Local Authorities to be met by Body Corporate. No allowance has been made in the tender quotation by CRBS for Permits, Development Application or Construction Certificates by CRBS.
- Should access to neighbouring property be necessary then any liaison for approval to be carried out by Body Corporate prior to commencement of works.
- It shall be Body Corporate responsibility to arrange with individual owners or tenants should entry be requested by a CRBS representative in order to carry out contracted building works. Should access be denied then CRBS reserves the right to have the item deleted from the contract but should the work proceed a number of days after reasonable request for entry then CRBS may charge for delays.
- By entering into a building contract The Owners Corporation indemnify CRBS against any claims resulting in loss of business due to removal of any advertising signs or obstruction of access. The Owners Corporation further indemnify CRBS against any claims due to loss of stock or damage to personal affects due to accidental cutting of electricity.
- CRBS will not be liable for any indirect, consequential or economic loss, cost, liability, damage or expense how so ever arising due to the contracted works.
- CRBS will not be liable for any loss of profit, loss of use, loss of income, loss of rental or other benefit, loss of production, loss of actual or potential business opportunity or loss of reputation due to the contracted works.

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- CRBS will be indemnified by the Owners Corporation for any devaluation of property whilst the works are in progress.
- The Owners Corporation, Tenants & Owners who are affected by the contract works acknowledge and agree that it is reasonable of Coastline Remedial to limit its liability under the contract solely to services and products associated with the contract works only and are not related to the value of the property or others located at the property.
- Any structures, fixtures, and /or equipment attached to the building, within the designated work zone, must be removed by owners' prior to the commencement of any work. No responsibility will be accepted, should any damage or theft occur to household items left on the balconies, patios, verandas or attached to walls etc. that have not been removed and stored safely.
- No allowance has been made for removal of more than one layer of tiles & bedding. Should more than one layer of tiles be found or should the existing bedding be thicker than 50mm then a variation to the tender price shall apply.
- Colour schedule approved by Owners shall be provided in writing to CRBS prior to work commencement. Any selected colours should based on DULUX or Taubmans or Pascol charts
- Where excavation is required CRBS have allowed for excavation in natural ground or clean soil. Should building rubble be found then we reserve the right to charge additional costs for excavation.
- Should rock be encountered during excavation then CRBS reserve the right to charge a variation of $250 / cum over and above the quoted amount for excavation.
- CRBS takes no responsibility for minor shrinkage cracks to new concrete works. All care shall be taken in the curing stages to minimise any such cracking.
- CRBS tender price does not include Traffic Control or Hoardings due to the large variance in Local Government requirements from department to department and Council to Council. Should Traffic Management be required then we reserve the right to charge all fees associated with Local Government liaison and employing a Traffic Consultant to draw up plans and implement the Local Government requirements on site. Any costs incurred for Local Government fees and the Traffic Consultant will be plus 20% builders margin. Any liaison between Coastline and Local Government or the Traffic Consultant will be a flat hourly rate of $95 per hour.
- All work allowed for within this quotation are to be carried out during normal business hours. Access to all areas of site, including tenancies will be made available between 7.00am and 5.00pm Monday to Friday. Where access is not made available then CRBS reserves the right to charge a variation to the Owners Corporation for any loss by CRBS. Working outside normal working hours where

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1.3 Bill of Quantities

RETURNABLE SCHEDULE

Pricing Requirements

Note: In responding to this pricing sheet you agree that the pricing is:
- in Australian dollars
- exclusive of GST but inclusive of any other charges
- the measurement included in this documents should be used as a guide only. The Contractors should verify all measurements from the tender documentation and onsite inspections. This document will not form part of the contract.

	Quantity	Unit	Rates	Total
Preambles				
Preambles				
			Preambles Subtotal	$6240 -
Demolition and Make Good				
Demolition and Removal of existing balustrade				
To Tower Block C				
Remove existing glazed aluminium balustrade including frames and posts on concrete hob 150mm high	512.00	m		$44544
Remove existing glazed aluminium balustrade including frames and posts on concrete hob greater than 450mm high	119.00	m		$10,353
To Block A & B (incl commercial)				
Remove existing glazed aluminium balustrade including frames and posts on concrete hob 150mm high	89.00	m		$7,743
Remove existing aluminium balustrade to stairs external	38.00	m		$3,306
Remove existing aluminium handrail on concrete walls	228.00	m		$19,836
Make good to concrete hobs				
To Tower Block C				
Make good existing post holes filling the core hole with non-shrink grout	1.00	item		INCLUDED
Allow for paint finish to match existing	1.00	item		$48,898
To Block A & B				
Make good existing post holes filling the core hole with non-shrink grout	1.00	item		INCLUDED
Allow for paint finish to match existing	1.00	item		$33,241
			Demolition Subtotal	$167,921-
New Works				
Frameless Balustrade				
To Tower Block C				
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	512.00	m		$399,360
Ditto but concrete hob 450mm high	119.00	m		$92,820
~~Extra over for curved glazing~~	~~217.00~~	~~m~~		
Supply and install stainless steel handrail fixed to top of concrete upstand wall (Penthouse)	82.00	m		$63,960
Supply and install frameless glazed balustrade or stainless steel handrail to planter bed wall (Subject to BCA advice)	38.00	m		$29,640

To Block A & B			
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	8.00	m	$6,240
Supply and install stainless steel handrail fixed to top of concrete upstand wall	195.00	m	$152,100
~~Extra over for curved handrail~~	~~58.00~~	~~m~~	
Supply and install stainless steel handrail to planter bed wall (Subject to BCA advice)	60.00	m	$46,800
Commercial			
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	82.00	m	$63,960
Supply and install frameless glazed balustrade fixed to stairs	4.00	m	$3,120
Supply and install stainless steel handrail fixed to top of concrete upstand wall	33.00	m	$25,740
~~Extra over for curved glazing~~	~~247.00~~	~~m~~	
Extra over for curved handrail	6.00	m	$4,680
General			
Mild steel circular handrail including vertical posts and paint finish to stair (Zinc Restaurant & Main entrance to Block C)		Excl	
		New Works Subtotal	$ 888,420
Contractors Preliminaries			
Home Owners Warranty Insurance		item	$26,550
Prototype		item	INCLUDED
Insurance and guarantees		item	
Temporary services		item	
Safety and security		item	
Hoarding, fences and screens INCLUDES PC SUM OF $25,000 FOR COUNCIL LIAISON / PERMITS ETC.		item	$111,265
Protection of the Works - Lift, corridors, apartments and the like		item	INCLUDED
Survey and measurements		item	
Plant and equipment		item	$119,330
Edge protection		item	INCLUDED
Management and site personnel		item	$22880
Progressive and Final clean		item	$10,280
Consultants - Structural Eng, PCA and the like		item	PC SUM $100,000
Other		item	—
Contractors Margin	20	%	$290,577
		Preliminaries and Margin Sub Total	$ 680,882
Cote D'Azur Balustrade and Handrail Replacement		**Total**	$1,743,463

PLUS GST.

Davis Langdon
An AECOM Company

TENDER RETURN SCHEDULE

Client Name: Body Corporate
Project Name: Cote D'Azur
Project No: 60322053

TENDER SUMMARY

Pricing Requirements

Note, in responding to this pricing sheet you agree that the pricing is:
- in Australian dollars
- exclusive of GST but inclusive of any other charges

Item		Lump Sum (excl GST)
Demolition	~~$~~	
Make Good Works	$	167,921
New Works		
- Block C	$	585,780
- Block A & B	$	205,140
- Commercial	$	97,500
Sub Total		$ 1,056,341 -
Contractors Preliminaries		$390,305
PREAMBLES		$ 6,240
Contractors Margin (.....%)	%	290,577
TOTAL (Excl GST)		$ 1,743,463 -
		GST $174,346.30

TOTAL INCLUDING GST = $1,917,809.30

Appendix C

Tender Response - Feenix NSW Pty. Ltd.

FEENIX NSW Pty. Ltd.
ABN 42 632 818 826

www.feenix.com.au

26th October 2015

Davis Langdon
PO BOX Q410
QVB Post Office NSW 1230

Attention: Mr Mark Davis By Email

RE: Cote D'Azur 1 McDonald Street Balustrades Removal and Replacement

Dear Mark,

Please find below and attached Feenix Updated Pricing and Design proposals for your Building, for your review and consideration

We have proceeded with the preferred Side Fixed Glass Balustrade Design to the Tower Blocks A,B and C. Whilst the Lower Ground Commercial area we propose a new Feenix design as per drawing attached in order to comply to the higher Crowd Load of 1.5 Kn/m.

For engineering and BCA Compliance the size of the handrail is 50mm diameter, with all handrails to be fixed at the ends, with the handrail needing to continue over the top of the existing planter boxes to ensure compliance.

This commercial design we propose to use a structural Base channel, with toughened glass infill and a st/steel handrail top fixed to the glass.

Also attached is the requested Returnable Schedule completed.

Note the pricing has increased slightly, (although the rates have remained in Tower and reduced in Commercial), due to:

Commercial area now includes the main stair from the ground up to level 2. This ground area scope has now been firmed up following inspections with consultants that Feenix arranged, (Engineer & BCA Certifier visits).

Following the inspection with the Cerrtifier to the Commercial area- on level 1 there are areas that will require 1800mm ht balustrade where the seating is against to meet BCA Compliance, and in order to match in with adjoining balustrade- where the existing hob upstand is at varying heights. We have allowed to carry out this additional scope in the pricing using same rates as before.

All correspondence to:
7/53-57 Burrows Road, Alexandria, NSW 2015 Phone: (02) 9516 0100 Fax: (02) 9516 0855

Additional Notes & Comments:.

Feenix will require internal access through the Building lifts and the units to gain access to each balcony.

We will require a storage space at ground or basement level to store a bin, glass crates and aluminium materials and small work area. This level to be reached by lift.

Hours of work are generally day time hours

We have allowed to carry out the works from the inside of the balcony working off safety harness/static lines in Fall restraint. Eyebolt ferrule locations in the balcony soffit. No scaffold or Hoarding has been allowed for. We will use a suspended safety mesh cloth overhanging levels on an elevation drop.

We have not allowed to protective line the inside of the lifts or corridors though all care will be taken when materials handling. We will roll out a length of protective plastic sheeting inside the units whilst the units are being accessed through to keep the unit clean.

We have not allowed for any unforseen latent conditions or repairs to areas such as:

- Weak/ unstable substrate. The existing substrate/ concrete may need repairs, reinforcing,
- Drilling into existing services such as electrical conduits or plumbing pipes.
- Retiling and sealing works if required

Feenix have allowed for patching and painting to the tops of the Hobs, but not the sides- external or internal. Painting the inside hob face we see as more of a maintanence procedure- the glass will sit 50mm off the face of hob.

Program

We would spot check site measure balconies
Produce shop drawings and sample for approval.
Make and install prototype unit
Once approved order all the glass from Overseas and all the aluminium materials. Lead time Approx. 8 - 10weeks.

We anticipate the works to take approximately 6 months duration.

Commencement date proposed End Jan/ early February 2016. Start in the new year to avoid stop/start Christmas shutdown/holiday period.

Terms of Payment

-10% deposit with order to proceed.
-40% when all the glass and aluminium materials are delivered and stored on the premises ready to install. Transfer of Ownership letters and identification stickers can be provided. We do not provide a Bank Guarantee as the materials are onsite, not offsite. Payment within 7 days.
-balance ongoing as works installation progresses. 14 day and/or monthly progress payments as the works progress.

Insurances:

Contract Works, Public & Product , and Home Warranty Insurance have been allowed for.
Note if there is accidental damage to the inside of a unit then this is covered under our insurances

We have not allowed to insure for Damage to the existing Building. We recommend the Client/Strata take out their own insurance covering for any damage to the existing Building as a result of this scope of works. This is likely an extension to their existing policy.If Feenix were to take out this insurance it would require a policy to cover the full replacement value of the building.

Contract:

Upon reviewing the Contact provided AS 4902-2000 to be entered into, and our obligations under the Home Warranty Act we are required to do the following in order to comply with the Act

1.Submission to you a copy of "Consumer Building Guide" which is attached

2. Inclusion within the Contract of the attached, "formal instrument of agreement for construct of contract AS4902."

3. We also require an additional item No. 9 to be added at the end of the," Annexure to the Australian Standard General Conditions of Contract for Design and Construct Part E"

"Nothing in this Contract requires the Contractor to rectify any defects in the structure, (including concrete components), of the Building.

Inclusions

- Engineering & Design and Installation Certifications
- OH&S requirements – Safe Work Method Statements, toolbox talks etc
- Shop drawings
- All glass to comply with Australian Standards
- Patching of holes where existing posts removed , minor patching and painting top of hob
- BCA Consultant Report

Exclusions

- Scaffolding, Hoarding, Security
- Working from Swing Stages
- Painting repairs to eyebolt locations for harness fixing points if required
- Painting internal and external sides faces of hob..
- Unforeseen substrate repairs like concrete cancer, electrical conduits- ie latent conditions

The pricing remains Valid until Christmas 2015.

If you have any further questions please don't hesitate to contact myself on 0410 643 950 or alternatively Wayne Adams on 0418 768 868.

Yours Faithfully,

Warren Williams
FEENIX NSW

FEENIX 26/10/15.

TENDER RETURN SCHEDULE

Client Name: Body Corporate
Project Name: Cote D'Azur
Project No: 60322053

RETURNABLE SCHEDULE - FEENIX Option 3

Pricing Requirements

Note, in responding to this pricing sheet you agree that the pricing is:
- in Australian dollars
- exclusive of GST but inclusive of any other charges
- the measurement included in this documents should be used as a guide only. The Contractors should vertify all measurements from the tender documentation and onsite inspections. This document will not form part of the contract

	Quantity	Unit	Rates	Total
Preambles				
Preambles				INCLUDED.
Preambles Subtotal				$ -
Demolition and Make Good				
Demolition and Removal of existing balustrade				
To Tower Block C				
Remove existing glazed aluminium balustrade including frames and posts on concrete hob 150mm high	520.00	m		REMOVAL PRICE INCLUDED IN NEW WORKS RATE BELOW
Remove existing glazed aluminium balustrade including frames and posts on concrete hob greater than 450mm high	119.00	m		
To Block A & B (Incl commercial)				
Remove existing glazed aluminium balustrade including frames and posts on concrete hob 150mm high	89.00	m		
Remove existing aluminium balustrade to stairs, external	38.00	m		
Remove existing aluminium handrail on concrete walls	228.00	m		
Make good to concrete hobs				TOP OF HOBS ONLY PATCHING CORE HOLES, PAINTING TOP OF HOB.
To Tower Block C				
Make good existing post holes, filling the core hole with non-shrink grout	1.00	item		
Allow for paint finish to match existing	1.00	Item		TOP OF HOB ONLY. NOT SIDES INTERNAL OR EXTERNAL
To Block A & B				184,000
Make good existing post holes, filling the core hole with non-shrink grout	1.00	item		- painting - cleaning - Eyebolt/safety line
Allow for paint finish to match existing	1.00	Item		TOP OF HOB ONLY NOT SIDES. INTERNAL OR EXTERNAL
Demolition Subtotal				$ 184,000
New Works				
Frameless Balustrade				
To Tower Block C				
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	520.00	m	@ 805/m	514,395
Ditto but concrete hob 450mm high	119.00	m		
	639m			
Extra over for curved glazing	247.00	m	@ 90/m	22,230
Supply and install stainless steel handrail fixed to top of concrete upstand wall (Penthouse)	82.00	m	@ 230/m	18,860
Supply and install frameless glazed balustrade or stainless steel handrail to planter bed wall (Subject to BCA advice)	38.00	m	@ 230/m	8,740

FEENIX.

TENDER RETURN SCHEDULE

Client Name: Body Corporate
Project Name: Cote D'Azur
Project No: 60322053

	Quantity	Unit	Rates	Total
To Block A & B				
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	8.00	m	@ 805/m	6,440
Supply and install stainless steel handrail fixed to top of concrete upstand wall	195.00	m	@ 230/m	44,850
Extra over for curved handrail	56.00	m	@ 65/m	3,640
Supply and install stainless steel handrail to planter bed wall (Subject to BCA advice)	60.00	m	@ 230/m	13,800
DISCOUNT GIVE BACK LESS DEPTH BORING EXISTING POSTS				<15,000>
Commercial				
To CROWD LOAD 1-5 kn/m.				
Supply and install frameless glazed balustrade or approved alternative (Feenix Option 3) fixed to concrete hob less than 250mm high FEENIX DESIGN	84.00	m	@ 966/m	81,144
Supply and install frameless glazed balustrade or approved alterntaive (Feenix Option 3) fixed to stairs	32.00	m	@ 1,110/m	35,520
Supply and install stainless steel handrail fixed to top of concrete upstand wall	29.00	m	@ 230/m	6,670
Extra over for curved handrail	9.00	m	@ 90/m	810
Supply and install stainless steel balustrade fixed to concrete hob less than 250mm high	6.00	m	@ 966/m	5,796
General - (Zinc Restaurant & Main entrance to Block C)				
Stainless steel circular handrail including vertical posts	6.00	m	ITEM	3,000
Ditto but fixed to wall on eastern side of stair	3.00	m		
			New Works Subtotal $	750,895

Contractors Preliminaries			
	Home Warranty 15,000		
Home Owners Warranty Insurance	Contract Works 10,000	item	25,000
Prototype		item	Included.
Insurance and guarantees		item	Included
Temporary services		item	N/A Allowed
Safety and security	No security personnel allowed.	item	Included.
Hoarding, fences and screens	No hoarding and Fences. Not allowed.	item	5,000 Protection unit floors, Safety screen mesh.
Protection of the Works - Lift, corridors, apartments and the like	Not allowed to line internal lifts or corridors	item	
Survey and measurements		item	Included.
Plant and equipment		item	As Required.
Edge protection		item	N/A.
Management and site personnel		item	Included.
Progressive and Final clean	Completed when each balcony finished.	item	One clean only allowed.
Consultants - Structural Eng, PCA and the like	Engineer, BCA Consultant, Shop drawings	item	
Other		item	15,000 — 45,000
~~Contractors~~ ~~Margin~~		%	
MANAGEMENT FEE: 10% + ALL PRICED ITEMS		Preliminaries and Margin Sub Total $	97,989

Cote D'Azur Balustrade and Handrail Replacement — **Total** $ 1,077,884.00 +657.

WARRANTY PERIODS OFFERED

- GLASS - 10 YEARS FROM COMPLETION
- PAINT - POWDERCOAT 10 YEARS FROM COMPLETION.

FRENTX COMMENTS WITHIN

Appendix E

Technical Specifications

0201B DEMOLITION & MAKE GOOD

1 GENERAL

1.1 SCOPE

General
Requirement: TOP HOB | PLANTER WALL ONLY. NOT THE SIDES.

- Carry out the removal of the existing balustrade and handrail. ✓
- Remove all standards below the finished level of the kerb and or planter box wall tops. ✓
- Any corroded elements are to be removed entirely. ✓
- Make good any core holes not reused ✓
- Report any concrete cancer to the superintendent and await instruction on repair of the element.
- Repaint the top of all hobs and planter walls to match the existing colour and paint texture. ✓

1.2 CROSS REFERENCES

General
Requirement: Conform to the following worksection(s):

- *General requirements.*

1.3 STANDARD

General
Demolition: To AS 2601.

1.4 INTERPRETATION

Definitions
General: For the purposes of this worksection, the following definitions apply:

- Demolition: The complete dismantling of the building balustrades and handrails, by pre-planned and controlled methods or procedures.
- Dilapidation record: The photographic or video and written record made before commencement of demolition work of the condition of the portion of the existing building being retained, adjacent finishes, and other relevant structures or facilities. PHOTOS WITH COMMENTS
- Dismantle: The reduction of an item to its components in a manner to allow re-assembly.
- Recover: The disconnection and removal of an item in a manner to allow re-installation.

1.5 SUBMISSIONS

Records
Dilapidation record: Submit a copy of the dilapidation record for inspection. Submit to each owner of each apartment a copy of the part of the record relating to that property and obtain their written agreement to the contents of the record, before commencement of demolition. PHOTOS. WITH COMMENTS

Stockpiles
Location: Submit the locations for on-site stockpiles for demolished materials for recycling in the works. Coordinate with the locations of storage for other waste streams and prevent mixing or pollution.

Off site disposal
Disposal location: Submit the locations and evidence of compliance with the relevant authorities for the disposal of material required to be removed from the site. NO RECYCLING ALL TO BINS

Recycling
Delivery location: Submit the name and address of the proposed recycling facility.
Certification: Provide evidence of delivery to the nominated recycling facility.

2 EXECUTION

2.1 SUPPORT

Temporary support
General: If temporary support is required, certification for its design and installation is required from a professional engineer engaged by the contractor.

2.2 PROTECTION

Encroachment
General: Prevent the encroachment of demolished materials onto adjoining property, including public places.

Safety protection
NO TEMPOLARY BARRIERS ALLOWED. DOOR LOCKED TO BALCONY
General: If balustrades are removed provide temporary barriers to prevent occupant access to the balcony slab edge or secure all doors leading to the balcony until such times as the balustrade is safe and secure and fit –for –purpose..
NO ACCESS FOR OCCUPIERS

Dust protection
General: Provide dust-proof screens and covers to protect existing finishes and the immediate environment from dust and debris. NOT ALLOWED

Exposed surfaces
General: Where necessary, protect and weatherproof the surfaces of adjacent structures exposed by demolition. NOT ALLOWED.

2.3 DEMOLITION – BUILDING WORKS

Dilapidation record
Purpose: Use the dilapidation record to assess the damage and making good arising out of demolition work.

Availability: Keep the records of the investigations on site and available for inspection until the date of practical completion of the contract.

Existing standards
General: Using a diamond core saw, neatly cut out the existing standards to below the top of the kerb.

2.4 COMPLETION

Making good: Make good any damage arising out of demolition work. Obtain written acceptance from the owner of each adjoining property of completeness and standard of making good. Clean all new surfaces prior to handover inspection and re-instate areas of the owners property used for accessing the work area to its initial state of cleanliness prior to the works commencing.

Temporary support
General: Clear away at completion of demolition.

→ Concrete Patching, Filling existing post core holes only allowed for

No Major concrete repairs like concrete cancer, crumbling/honey existing concrete. If encountered then this work is a seperate item.

PLEASE NOTE THE PAINTER WILL BE APPLYING A SKIM COAT OVER THE EXISTING HOB/PATCHING/CORE HOLE GROUT = WILL BE A TEXTURE DIFFERENCE.

0552 METALWORK – HANDRAILS & BALUSTRADES

1 GENERAL

1.1 RESPONSIBILITIES

General

Requirement: Provide handrails and balustrade that are:

- Undamaged, plumb, level and straight.
- Free of surface defects or distortions.

1.2 PREFERENCE

The preferred balustrade system is shown on the indicative system drawing attached to these documents;

System; Frameless cantilevered glass with interconnected handrail

316 grade Satin finish then ELECTROPOLISHED.

General;

- Stainless Steel; Duplex 2205 or 316. Tenderers to nominate in their tender the grade and finish of stainless steel being proposed.
- Face of glass to line up with inside face of hob or planter to eliminate climbing point

SEE FEENIX DRAWING

- Glass should not extend below the top of the hob for ease of cleaning but should not provide a toe hold.

↳ THIS CANNOT BE ACHIEVED TOGETHER DUE TO EXISTING CONCRETE TOLERANCES. KEEP GLASS LINE SLIGHTLY OUT, AND SLIGHTLY BELOW TO HOB SO CAN CLEAN + NO TOE HOLD.

Compliance; NCC/BCA Clause D2.17 Handrails

1.3 CROSS REFERENCES

General

Requirement: Conform to the following worksection(s):

- *General requirements.*
- *Glazing*

1.4 INSPECTION

Notice

Inspection: Give notice so that inspection may be made of the following:

- Shop fabricated or assembled items ready for delivery to the site.
- Site erected assemblies for each balustrade type on completion of erection, before grouting of core holes.

1.5 SUBMISSIONS

Execution

Welding procedures: Submit details of proposed welding procedures before fabrication.

Welding dissimilar metals: Submit the following details:

- Type and thickness of materials to be welded.
- Proposed joint preparation and welding procedures.
- Proposed filler metal.

Fastenings to aluminium (including aluminium alloys): Stainless steel or aluminium.

Installation of proprietary items

General: Submit the manufacturer's standard drawings and details showing:

- Methods of construction.
- Assembly and fixing, with dimensions and tolerances.

Maintenance manual

General: Submit manufacturer's published recommendations for service use and cleaning of the stainless steel.

Materials
Manufacturer's data: Submit manufacturer's published product data including standard drawings and details.

Stainless steel: For each batch of stainless steel supplied to the works, submit the certificate of compliance or test certificate specified in the applicable standard.

Samples
General: Submit samples of the following:

- Each type of joint.
- Each type of finish illustrating the range of variation.
- Sections for use in fabricated work.

Samples schedule

Item	Sample size	Number
Fabricated sample of each type of handrail/ balustrade proposed	As necessary to adequately show the system proposed.	Each variation that is encountered.

Shop drawings
General: Confirm on site all dimensions and submit shop drawings showing the following information:

- Details of fabrication and components.
- Details of fabrication involving other trades or components.
- Information necessary for site assembly.
- Proposals for the break-up of large items as required for delivery to the site.
- Proposed method of joining the modules of large items.

Shop drawing certification
General: Engage a Professional Engineer and submit certification for the design and installation of the complete systems proposed.

Tests
Type tests: Submit results, as follows:

- Stainless steel: Before fabrication commences, submit satisfactory evidence that relevant procedure test plates have passed the tests specified in AS/NZS 1554.6.

Standard Supplier Certificate of Compliance to relevant Australian Standards For - Aluminium - stainless steel will be supplied.

2 PRODUCTS

2.1 MATERIALS AND COMPONENTS

Metals and components
Performance: Provide metals in sections of strength and stiffness suited to their required function, finish and method of fabrication.

3 EXECUTION

3.1 CONSTRUCTION GENERALLY

Metals
Performance: Provide metals so that they transmit the loads imposed and ensure the rigidity of the assembly without causing deflection or distortion of finished surfaces.

Incompatible metals: Separate using concealed layers of suitable materials in appropriate thicknesses.

Fasteners
Performance: Provide non-galvanic corrosion fasteners.

Materials: Provide fasteners in materials of mechanical strength and corrosion resistance at least equal to that of the lowest resistant metal joined.

To stainless steel: Provide appropriate stainless steel materials only.

Fabrication
Workshop: Fabricate and pre-assemble items in the workshop wherever practicable.

Edges and surfaces: Keep clean, neat and free from burrs and indentations. Remove sharp edges without excessive radiusing.

Tube bends: Form bends in tube without visibly deforming the cross section.

Thermal movement: Accommodate thermal movement in joints and fastenings.

Tolerances: ± 2 mm from design dimensions.

Joints

General: Fit joints to an accuracy appropriate to the class of work. Finish visible joints made by welding, brazing or soldering using grinding, buffing or other methods appropriate to the class of work, before further treatment.

Joints: Fit accurately to a fine hairline.

Marking

General: Provide suitable and sufficient marks or other means for identifying each member of site-erected assemblies, and for their correct setting out, location, erection and connection. Mark bolted connections to show the bolting category. Do not mark stainless steel by notching.

Splicing

General: Provide structural members in single lengths.

3.2 WELDING AND BRAZING

General

Quality: Provide finished welds which are free of surface and internal cracks, slag inclusion, and porosity.

Site welds: Avoid site welding wherever possible.

3.3 STAINLESS STEEL FABRICATION

Welding stainless steel

Certification of welders: To AS 1796.

Soldering

General: Do not solder stainless steel.

Fabrication

Method: Welding.

Joints: Produce smooth unbroken surfaces at joints. Scribe the joints between posts and rails. Make end-to-end joints over an internal sleeve.

Bends: Make changes of direction in rails by evenly curved pipe bends.

Free ends: Seal the free ends of pipes with fabricated or purpose-made end caps.

Fixing to structure

General: Provide fabricated predrilled or purpose-made brackets or post bases, and attach the piping to the building structure with fixings, including bolts into masonry anchors, and coach screws or bolts into timber, of metal compatible with the piping.

3.4 COMPLETION

Cleaning

Temporary coatings: On or before completion of the works, or before joining up to other surfaces, remove all traces of temporary coatings used as a means of protection.

0467 GLASS COMPONENTS

1 GENERAL

1.1 RESPONSIBILITIES

General
Requirement: Provide frameless cantilevered glass with interconnected handrail in conformance, as documented.

1.2 CROSS REFERENCES

General
Requirement: Conform to the following worksection(s):

- *General requirements.*
- *Metalwork Clause 1.4 Submissions.*

1.3 STANDARDS

General
Materials and installation: To AS 1288.

Quality requirements for cut-to-size and processed glass: To AS/NZS 4667.

Terminology for work on glass: To AS/NZS 4668.

1.4 INSPECTION

Notice
Inspection: Give notice so that inspection may be made of the following:

- Glass components before they are installed.

1.5 SUBMISSIONS

Certification
Balustrade design: Submit a professional engineers' certificate confirming conformance with AS/NZS 1170.1 clause 3.6.

Sealant compatibility: Submit statements from all parties to the installation certifying the compatibility of sealants and glazing systems to all substrates.

Installation
Glazing: Provide certification from the fabricator, that the method of glazing, the selection of sealant systems and conditions next to the glass comply with the following:

- Not detrimental to the long term structural performance, weathering capabilities and visual qualities of the glass.
- Not cause delamination or other impairment to laminated glass during the service life.

Samples
Requirement: Submit samples, each at least 200 x 200 mm, showing specified visual properties and the range of variation, if any, for each of the following types of glass or glazing plastics:

Shop drawings
Requirement: Submit shop drawings showing the following:

- Method of glazing.
- Rebate depth.
- Edge restraint.
- Clearances and tolerances.
- Glazing gaskets and sealant beads.

2 PRODUCTS

2.1 GLASS

Glass and glazing materials
General: Free from defects which detract from appearance or interfere with performance under normal conditions of use.

Safety glasses
Standard: To AS/NZS 2208.

Certification: Required.

Certification provider: An organisation accredited by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ).

Type: Grade A to AS 1288.

Heat soaking
Requirement: All toughened and heat strengthened glass products.

Standard: To EN 14179-1.

GLASS CLEAR TOUGHENED HEAT SOAKED TO COMPLY TO AUSTRALIAN STANDARDS (NOT LAMINATED)

2.2 GLAZING MATERIALS

General
Glazing materials (including putty, glazing compounds, sealants, gaskets, glazing tapes, spacing strips, spacing tapes, spacers, setting blocks and compression wedges): Appropriate for the conditions of application and the required performance.

Jointing materials
Requirement: Provide recommended jointing and pointing materials which are compatible with each other and with the contact surfaces and non-staining to finished surfaces. Do not provide bituminous materials on absorbent surfaces.

2.3 GLASS BALUSTRADES

Glass balustrade systems
General: As documented.

3 EXECUTION

3.1 GLASS PROCESSING

General
Processing: Perform required processes on glass, including cutting, obscuring and bending. Form necessary holes, including for fixings, equipment, access openings and speaking holes. Process exposed glass edges to a finish not inferior to ground arrised.

3.2 INSTALLATION

General
General: Install the glass as follows:

- Permanently fix in place each piece of glass to withstand the normal loadings and ambient conditions at its location without distortion or damage to glass and glazing materials.
- No transfer of building movements to the glass.

Temporary marking: Use a method which does not harm the glass. Remove marking on completion.

Toughened glass: Do not cut, work, or permanently mark after toughening. Use installation methods which prevent the glass making direct contact with metals or other non-resilient materials.

3.3 GLASS BALUSTRADES

Standard
Glass balustrades: To AS 1288, Section 7.

3.4 COMPLETION

Trade clean
Method: Clean with soft clean cloths and clean water, finishing with a clean squeegee. Do not use abrasive or alkaline materials.

Extent: All frames and glass surfaces inside and outside.

CROWD LOADS DETERMINED.

3.5 STRUCTURAL BALUSTRADES FOR LEVEL DIFFERENCES EQUAL OR GREATER THAN 1000 MM

Frameless cantilevered glass with interconnected handrail

Glass product: to comply with AS1288

Glass height: varies, but to prevent any foothold to comply with BCA

TOWER RESIDENTIAL – 0.75 kN/m

COMMERCIAL – 1.5 kN/m

Design load kN/m: in accordance with AS1170

Glass Thickness: To AS 1288 Table 7.1.

Panel size: as required on site.

Pocket fixing and Interlinking handrail: tenderer to provide details with tender.

Appendix F

Schedule of Lot & Unit Numbers

ALL STAINLESS STEEL TO BE 316 GRADE
ELECTROPOLISHED IN SATIN FINISH

TOB

50

50ØMM X 1.6MM
STAINLESS STEEL
HANDRAIL FIXED AT
BOTH ENDS

12MM CLEAR
TOUGHENED HEAT
SOAKED GLASS
SILICONE FIX IN
HANDRAIL

1050

VARIES 220-860

FFL

50

50

100

100

40

EXISTING CONCRETE
UPSTAND
RENDERED & PAINTED

50ØMM STAINLESS
STEEL FIXING PIN WITH
M12 S/S BOOKER ROD
FIXING SET IN WITH
CHEMSET EXPOXY SPIN
CAPSULES

20 MIN

TYPICAL SECTION
1:5@A3

TYPICALLY 1000 - 1500MM CTRS (1500MM MAX)

80

37

50

30

20

20

150 EQ EQ 150 150

Ø50

60

100

40

TYPICAL ELEVATION
1:5@A3

ISSUE	DATE	AMENDMENT
C	26.10.15	REVISED: HANDRAIL CHANGED TO 50MM
B	06.10.15	UPDATE FIXING DETAIL & SPACING
A	21.08.15	ISSUED FOR APPROVAL

AMENDMENTS

FEENIX AUSTRALIA

7/53-57 Burrows Road Alexandria NSW 2015
Phone: 9516 0100 Fax: 9516 0855
www.feenix.com.au

PROJECT

COTE D'AZUR
1-3 McDonald St, Cronulla

TITLE

BALUSTRADE PROPOSAL OPTION 2
RESIDENTIAL TOWER BLOCKS A,B,C

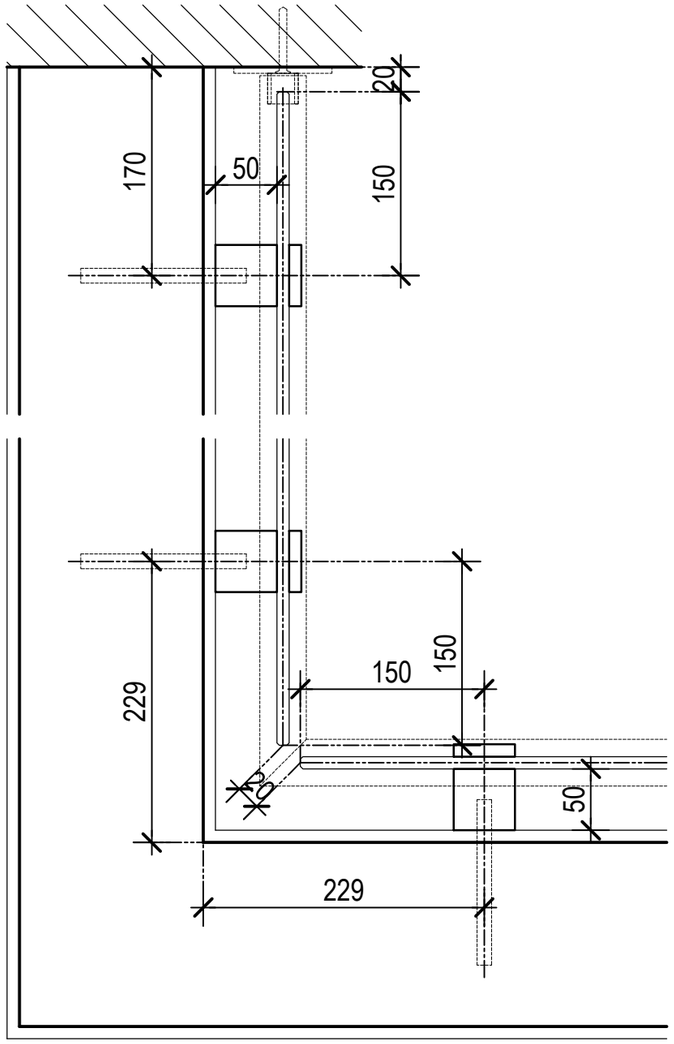
SCALE
1:5@A3

DATE
OCTOBER 2015

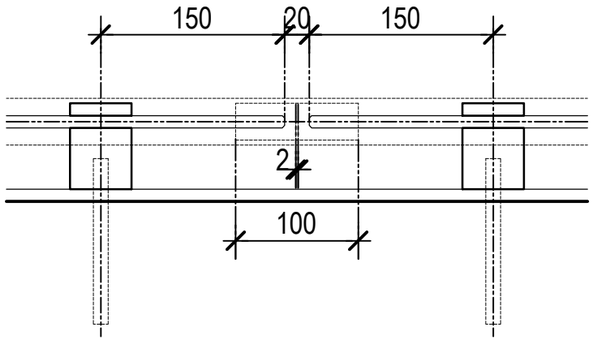
DRAWING NO
TEN-02

ISSUE
C

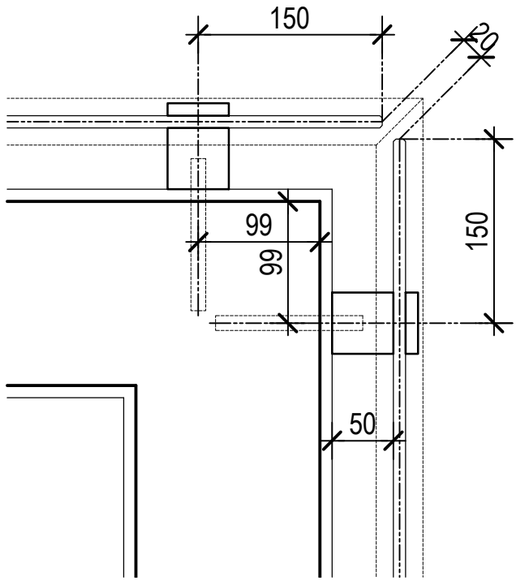
Use figured dimensions in preference to scale. All dimensions to be verified and checked on site.



TYPICAL INTERNAL CORNER
1:5@A3



TYPICAL HANDRAIL JOINT
1:5@A3



TYPICAL EXTERNAL CORNER
1:5@A3

ISSUE	DATE	AMENDMENT
A	06.10.15	ISSUED FOR APPROVAL

AMENDMENTS

FEENIX AUSTRALIA

7/53-57 Burrows Road Alexandria NSW 2015
Phone: 9516 0100 Fax: 9516 0855
www.feenix.com.au

PROJECT

COTE D'AZUR
1-3 McDonald St, Cronulla

TITLE

BALUSTRADE PROPOSAL OPTION 2
RESIDENTIAL TOWER BLOCKS A,B,C

SCALE
1:5@A3

DATE
OCTOBER 2015

DRAWING NO
TEN-03

ISSUE
A

Use figured dimensions in preference to scale. All dimensions to be verified and checked on site.

Appendix D

Tender Negotiation Meeting No. 1

Davis Langdon
An AECOM Company

Davis Langdon Australia Pty Ltd
Level 21, 420 George Street
Sydney NSW 2000
PO Box Q410
QVB Post Office NSW 1230
Australia
www.davislangdon.com

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Minutes of Meeting

Cote D'Azur Balustrade Upgrade Project

Subject	Post Tender Meeting (with Feenix)	Page	1
Venue	1-3 McDonald Street, Cronulla NSW 2230	Time	9.30am -11.45am
Participants	Kevin O'Shea – COC Ron - COC Darren - COC John - COC Mark Davis – Davis Langdon (for COC) Alan Bailey- Owner/Resident (Cote D'Azur) Wayne Adams – Feenix Warren Williams - Feenix		
Apologies	n/a		
File/Ref No.		Date	29-Sep-2015
Distribution	As above		

No	Item	Action	Date
1.0	**Introduction**		
1.1	Meeting participants were introduced and Feenix were thanked for their tender submission which is the subject of the discussion this morning.		
2.0	**Feenix Tender Offer Review**		
2.1	It was noted that Feenix submitted their tender with two options for the balustrade design. Option 1 was deemed unacceptable by the Tender Review Panel on the basis it deviated from the design intent of a "frameless system" and would likely add cost that was unnecessary due to the additional metal componentry. Option 2 was the preferred option to be considered as part of this tender review.	Noted	
2.2	Feenix were thanked for submitting their tender offer noting it included for two design options. It was however noted both options were over budget and this meeting was intended to clarify matters within Feenix's submission to see if the price could be reduced to within the budget approved by the Owners Corporation.		
2.3	AB questioned if the price for Feenix Option 1 and 2 was correct as they appeared to be in reverse. Feenix confirmed this was an error and the price for Feenix Option 1 was in fact the price of Feenix Option 2 and vice versa. Feenix were requested to confirm this in writing.	Feenix	With revised tender offer

2.4	MD noted Feenix had excluded from their offer the painting of the inside face of the balcony hobs. Discussion was had regarding this with the following issues raised: i. where to stop and start as the painting of the hob would also require the inside face of planter boxes to be painted to look consistent ii. there is a compatibility issue between the paint system on the building and the balcony waterproof membrane being incompatible as evidenced with the "bleeding" of the membrane through the paint. MD advised this is probably due to the paint not being able to adhere to the membrane. Expert advice should be sought to address this as quality of the finish cannot be guaranteed whilst this remains an issue. iii. coordination of the painting with the install of the balustrading would impact the program iv. including the painting of the inside face of the hobs will increase the cost to the project and this runs counterproductive to trying to reduce the cost to be within budget.		
2.5	On further consideration of the issues in 2.4 above the Project Manager recommends the following approach to mitigate these issues in the Owners best interests: i. Cote D'Azur Building Management to consult with the manufacturer of the paint and membrane systems used on the exterior of the building to determine how best to address the incompatibility issue; ii. COC consider undertaking the painting of the hob and planter bed inside face before the balustrade contractor commences on site; iii. The painting works (to the inside face of the hobs and planters) should be dealt with as maintenance given it's a latent condition and presents further liability issues for the Owners Corporation if this risk is transferred to the balustrade contractor; Feenix to provide an option for a fixing method that allows the hob to be painted after the glass balustrade has been installed without having to remove the glass to do so (the reason the painting was included in the scope was because of this concern). Feenix suggested a 50mm standoff pin could be investigated in lieu of the 30mm pin included with Feenix Option 2. This may work however the final design of the glass fixing detail may mean the bottom of the glass extends lower than desired to allow access for painting from the inside of the balustrade. The detailed design process will need to consider this.	COC COC COC Feenix Project Manager	

2.6	**Core drilling of existing posts**		
2.6.1	Feenix advised they have allowed in their price to core out the existing balustrade posts to full depth of the post embedment. WA commented that this would be necessary if the posts were mild steel however as they were aluminium the depth of coring could be reduced. AB noted with this change the cost of material and labour associated with core drilling and grouting and reduction in time to undertake these activities should return a cost saving. Feenix were requested to review and advise the quantum of cost reduction.	Feenix	With revised tender offer
2.7	**Quantities (Commercial areas)**		
2.7.1	Discussion was had regarding the extent of work required in the low level commercial areas of the complex. It was suggested Feenix and the Project Manager review this on site today before departing. WA/WW and MD/AB walked through the commercial areas after the meeting and agreed the extent of areas required to be addressed as part of these works.	Noted	
2.7.2	AB undertook a remeasure of these areas on 30/9/15 and this will be reissued as a revised Schedule (refer attached) for Feenix to confirm their price against.	AB	1/10/15
2.7.3	Feenix suggested an alternative option to that intended for the commercial areas in order to address the increased crowd loading requirements to commercial areas. This alternative may have the benefit of reducing the cost for this area by using a more appropriate design. Feenix were requested to investigate this and advise accordingly. This would be known as Feenix Option 3.	Feenix	With revised tender offer
2.8	**Handrail design**		
2.8.1	Feenix advise they may be able to reduce the stainless steel top rail diameter from 50mm to 38mm subject to consultation with their PCA. This would be expected to save further cost to the Owners. Feenix to investigate and advise.	Feenix	With revised tender offer
2.8.2	Feenix were requested to investigate with their PCA if the continuation of the stainless steel top rail needs to continue over the planter boxes to meet compliance. If not then elimination of it in these circumstances.	Feenix	With revised tender offer
3.0	**Quality & Compliance**		
3.1	Feenix advised they have allowed in their offer to install a prototype balustrade on one balcony for final approval by the Owners before proceeding with production.	Noted	

	Feenix advised their glass is sourced from Vietnam using glass sheet originating from Japan (not China). The glass is sent to Vietnam for cutting to size, hole drilling and heat tempering/soaking before being shipped to Australia. Feenix advised they will be able to provide QA traceability documentation to demonstrate provenance of the materials and verification that the materials and processes comply with Australian and other relevant standards.	Noted	
4.0	**Safety**		
4.1	Feenix advised their installation of a permanent fall restraint system using fixed points (eyebolts) in the building structure would be fully certified prior to use. The intention was that eyebolts would be removed on completion but the inserts to the fixed points would be left installed with a cap installed to protect the internal thread from weathering.	Noted	
4.2	Feenix advised their intention is to undertake the works in a vertical manner such that they work top to bottom in a single drop. This approach will facilitate less disruption to apartments either side of the work area and will improve safety of the areas immediately below the work face.	Noted	
4.3	Feenix advised they will be using mostly direct labour for the install works. This would mitigate safety risk with using sub-contract labour by having established work practices in place and tighter supervision.	Noted	
5.0	**Commercial/Legal**		
5.1	With Feenix's tender offer being over the approved budget they were asked to submit a revised offer based on the agreed outcomes from this meeting. This offer is to include a validity period.	Feenix	With revised tender offer
5.2	MD asked Feenix what the latest date a contract need to be awarded for them to commence works on site in early 2016 (January/February). Feenix advised the latest date to award a contract to meet this commencement milestone would be end October 2015.	Noted	
5.3	MD advised Feenix they would be the Principal Contractor if awarded the contract. Feenix confirmed they understand the responsibilities with this role and have allowed for this in the tender offer.	Noted	
5.4	MD advised the contract is drafted in line with the Home Building Act and therefore will require Home Warranty Insurance as well as conform to the requirements for limiting the quantum of deposits and progress payments. These matters will be worked through by Feenix and Davis Langdon once a decision is made regarding any revised offer meeting the client's requirements in other respects.	Noted	

5.5	MD advised the contractor will be required to have Contractors All Risk Insurance to indemnify the Owners from loss or damage as a consequence of unforeseen events impacting the works and or the Owners property as a result of the works.		
6.0	**Logistics**		
6.1	Storage on site will be required by Feenix is a contract is awarded. The amount and location needs to allow for efficient work practices to avoid delays, damage to materials and impact on residents. This will be resolved prior to the award of a contract.	Noted	
7.0	**Other**		
	Feenix advised they would like to check some dimensions on site and review BCA and Structural matters with their consultants before finalising their offer. Access to site to be arranged through MD and JS. Feenix to advise.	Feenix	

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Davis Langdon
An AECOM Company

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Minutes of Meeting #2

Cote D'Azur Balustrade Upgrade Project

Subject	Post Tender Meeting (with Feenix)	Page	1
Venue	420 George Street, Sydney, NSW, 2000	Time	14:00 -15:30
Participants	Mark Davis – Davis Langdon (for COC) Luke Perry – Davis Langdon (for COC) Alan Bailey- Owner/Resident (Cote D'Azur) Wayne Adams – Feenix Warren Williams - Feenix		
Apologies	N/A		
File/Ref No.		Date	11-Nov-2015
Distribution	As above Kevin O'Shea – COC Nina Ashfield-Howell – Strata Title Management		

No	Item	Action	Date
1.0	**Introduction**		
1.1	Davis Langdon advised the meeting that the Cote Owners Corporation – Executive Committee met on 4th November 2015 and passed resolutions allowing Davis Langdon to progress tender negotiations with Feenix as per their revised offer dated 26th & 27th October 2015 and subsequent correspondences.	Note	
2.0	**Materials / Samples / Design**		
2.1	Feenix presented samples of the different types of steel and aluminium finishes; including the electro-polished and the mirrored finish balustrade, as well as the steel fixing pin. It was noted by Feenix that functionally the best finish in order to avoid "tea staining" of the stainless steel surface finish was a mirrored finish. However this may not be desirable in terms of aesthetics. Feenix confirmed that there was no cost difference between the different options, and therefore it comes down to the Owner's choice. MD / LP will present the options to the Owner so that they can make an informed decision. Davis Langdon will recommend the mirrored finish.	MD/ LP	
2.2	Feenix presented a sample of a 30mm steel fixing pin. MD asked whether 30mm would be sufficient space to paint, clean and maintain the wall behind the glass or whether a 50mm option would be preferable. Feenix will provide a	WW / WA	

No	Item	Action	Date
	sample of both the 30mm and the 50mm steel fixing pins/ fixed to a board so that the Owner can review and make a decision. In addition, Feenix are required to construct a full size prototype for sign off by the Owners prior to orders being placed for materials. It is proposed this be completed in time for the 2 December 2015 Cote Owners Corporation AGM.		
2.3	WW confirmed that for the residential areas, 12mm glass thickness was required. In the commercial area Feenix will investigate if 12mm thick glass can be used in lieu of the usual 15mm thick glass required to meet the lateral loading requirements.	Feenix	
	WA / WW confirmed that in the residential areas all metal balustrades will be mechanically fixed rather than welded on site. Silicone will only be used for bedding the glass and will be black (colour).	Note	
3.0	**Letter Of Intent (LOI)**		
3.1	WS confirmed that a LOI would enable Feenix to progress with administrative tasks, produce drawings, SWMS, etc… but would not enable Feenix to commence any work on site (including surveying and detailed measuring).	Note	
3.2	MD confirmed that Davis Langdon will issue a LOI to Feenix, which will include an upper limit value to cover costs for preliminary work (as per item 3.1 above) done up to the award of contract. The LOI will include an outline of the scope of work and value for the initial works. MD / AB will prepare a draft LOI and issue it to Feenix.	MD / AB	
3.3	Feenix are to review the draft LOI and provide their comments back to MD / AB.	WW / WA	
4.0	**Programme**		
4.1	If the contract is awarded to Feenix on 2 December 2015, Feenix confirmed that they would commence site measurement surveys on the w/c 7 December 2015. Therefore the start on site date would be middle to late February 2016.	Note	
4.2	It was agreed that the onsite construction period to be	Note	

	presented to the Owners is 8 months, although Feenix anticipate completing at 6 months.		
4.3	Feenix confirmed that they had labour ready and available to commence in February 2016.	Note	

5.0	**Commercial / Legal**		
5.1	Feenix confirmed that they will provide a deed of ownership to the Owners for the materials, once the materials are delivered and secured on site.	WW / WA	
5.2	A provisional payment schedule and cashflow was discussed, and will be finalised once Feenix provide their construction programme and corresponding cashflow forecast. Notwithstanding, the following payments have been identified in the Contract as necessary to allow off site procurement of materials. ▪ 1st Payment – end of November ▪ 2nd Payment – end of December (10% deposit / to order materials) ▪ 3rd Payment – 40% (cumulative 50%) Feenix / AB to agree and confirm the payment schedule.	WW / WA / AB	
5.3	Feenix requested to be paid within 7 days of submitted their claims. MD confirmed that legally the Owner has 10 days to make payment. In an attempt to meet Feenix' request and make payments within 7 days, Davis Langdon will have to inspect the progress on site and review a draft claim prior to the claim being submitted. e.g. ▪ Pre-inspection to take place 1 week prior to the claim. ▪ Feenix submit their claim. ▪ Payment is made 7 days later.	Note	
5.4	MD / AB to prepare the Owners for the 10% payment to Feenix in December	MD / AB	
5.5	Home Warranty Insurance is required by Feenix. Feenix confirmed that they are working to resolve the value of these insurances internally within the next 2 weeks. WA / WW to provide an update on the progress of this next week. Note: An allowance of $15,000 has been included in Feenix's revised offer for this mandatory insurance.	WW / WA	18/11/15

5.6	Davis Langdon and Feenix are required to complete the 'General Conditions of Contract for Design & Construct'. Then each party is to have the contract reviewed by their legal team. LP will coordinate with WA / WW to obtain the missing information.	LP	
5.7	The contract called for Unconditional Bank Guarantees to be provided by the contractor as security. Feenix requested this be changed to retention on payments to an equivalent value. Davis Langdon advised this would be acceptable. Contract Annexure Part A to be amended accordingly.	MD	

6.0	**Communications**		
6.1	LP was introduced to the Feenix Team. LP will act as the Principals Representative and Contract Administrator. All issues from Feenix are to be initially raised via LP.	Note	
6.2	Feenix were advised that there will be an Owners Rep on site for the purpose of coordinating access. Feenix can liaise with him for immediate issue resolution, e.g. management of access with residents. In order to maintain a track of information, Feenix should inform LP/MD of each event.	Note	
6.3	MD / LP to request confirmation from the Owners whether Feenix can work 6 day weeks if they choose to, and whether this rule would be applicable for the whole building or on an individual unit basis.	LP / MD	
6.4	Feenix confirmed that their Site Manager is Michael Smith.	Note	

7.0	**Other Items**		
7.1	WW noted that Chinese New Year begins on the 8th February and this could impact the supply of materials if the order was delayed.	Note	
7.2	Feenix advised that they would work with a top – down methodology.	Note	
7.3	Feenix confirmed that they had approached two BCA consultants; Steve Watson Partners & BCA Certifiers Australia. MD requested confirmation, in writing from the BCA consultants, the exact requirements with regards to toe	WA / WW	

	holds and the height of the glass. Feenix are to engage, select a BCA consultant and resolve all questions by end of November to allow for the contract award in December.		
7.4	It was proposed that units will be signed off on a unit by unit basis as they are completed. The inspection and sign off will be undertaken by either LP or Steve.	Note	

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Appendix E

Tender Analysis

Davis Langdon
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Client Name: Body Corporate
Project Name: Cote D'Azur
Project No: 60322053

Tender Analysis

	Dim	Unit	Cote D'Azur Budget (Frameless)	Feenix Option 3 (Revised Tender) Tender	Feenix Msd	Variance	Cost per unit	Feenix Option 1 Tender	Variance	Cost per unit	Feenix Option 2 Tender	Variance	Cost per unit	Coastline Tender	Variance	% diff.
1.0 Construction Costs																
Preambles			$ -	Incl		$ -	$ -	Incl	$ -	$ -	Incl			$ 6,240	$ 6,240	100%
Demolition and Make Good																
Demolition and Removal of existing balustrade				Incl in New Works Rate				Incl in New Works Rate			Incl in New Works Rate					
To Tower Block C																
Remove existing glazed aluminium balustrade including frames and posts on concrete hob 150mm high	512	m												$ 44,544	$ 44,544	87.00
Remove existing glazed aluminium balustrade including frames and posts on concrete hob greater than 450mm high	119	m												$ 10,353	$ 10,353	87.00
To Block A & B (incl commercial)																
Remove existing glazed aluminium balustrade including frames and posts on concrete hob 150mm high	89	m												$ 7,743	$ 7,743	
Remove existing aluminium balustrade to stairs, external	38	m												$ 3,306	$ 3,306	
Remove existing alumiinium handrail on concrete walls	228	m												$ 19,836	$ 19,836	
Make Good to concrete hobs			$ 72,667.00	$ 184,000	639	$ 111,333		$ 184,000	$ 111,333		$ 184,000	$ 111,333			$ 9,472	
Deduction for reduction in core drilling to hob				-$ 15,000		$ (15,000)										
To Tower Block C																
Make good existing post holes, filling the core hole with non - shrink grout	1	Item												Incl		
Allow for paint finish to match existing	1	Item												$ 48,898		
To Block A & B																
Make good existing post holes, filling the core hole with non -sh	1	Item												Incl		
Allow for paint finish to match existing	1	Item												$ 33,241		
New Works																
Frameless Balustrade																
To Tower Block C																
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	512	m	$ 324,324.00	$ 514,395	639	$ 190,071	$ 508	$ 507,955	$ 114,777	$ 805	$ 555,280	$ 162,102	$ 880	$ 399,360	$ 75,036	
Ditto but concrete hob 450mm high	119	m	$ 68,854.00	Incl above		$ (68,854)	$ -	Incl above			Incl above			$ 92,820	$ 23,966	
Extra over for curved glazing	247	m	$ 61,132.50	$ 22,230	247	$ (38,903)	$ 90	$ 22,230	$ (38,903)	$ 90	$ 24,700	$ (36,433)	$ 100	$ -	$ (61,133)	
Supply and install stainless steel handrail fixed to top of concrete upstand wall (Penthouse)	82	m	$ -	$ 18,860	82	$ 18,860	$ 82	$ 18,860	$ 18,860	$ 230	$ 18,860	$ 18,860	$ 230	$ 63,960	$ 63,960	
Supply and install frameless glazed balustrade or stainless steel handrail to planter bed wall (Subject to BCA advice)	38	m	$ 28,314.00	$ 8,740	38	$ (19,574)	$ 230	$ 8,740	$ (19,574)	$ 230	$ 8,740	$ (19,574)	$ 230	$ 29,640	$ 1,326	
To Block A & B																
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	8	m	$ 5,016.00	$ 6,440	8	$ 1,424	$ 805	$ 6,440	$ 1,424	$ 805	$ 7,040	2,024.00	$ 880	$ 6,240	$ 1,224	
Supply and install stainless steel handrail fixed to top of concrete upstand wall	195	m	$ 93,380.00	$ 44,850	195	$ (48,530)	$ 230	$ 44,850	$ (48,530)	$ 230	$ 44,850	- 48,530.00	$ 230	$ 152,100	$ 58,720	
Extra over for curved handrail	56	m	Incl	$ 3,640	56	$ 3,640	$ 65	$ 3,640	$ 3,640	$ 65	$ 3,640	3,640.00	$ 65	$ -	$ -	
Supply and install stainless steel handrail to planter bed wall (Subject to BCA advice)	60	m	$ 27,600.00	$ 13,800	60	$ (13,800)	$ 230	$ 13,800	$ (13,800)	$ 230	$ 13,800	- 13,800.00	$ 230	$ 46,800	$ 19,200	
Commercial																
Supply and install frameless glazed balustrade fixed to concrete hob less than 250mm high	82	m	$ 74,646.00	$ 81,144	84	$ 6,498	$ 966	$ 79,212	$ 4,566	$ 966	$ 86,592	$ 11,946	$ 1,056	$ 63,960	$ (10,686)	
Supply and install frameless glazed balustrade fixed to stairs	4	m	$ 24,783.00	$ 35,520	32	$ 10,737	$ 1,110	$ 6,000	$ (18,783)	$ 1,500	$ 6,000	$ (18,783)	$ 1,500	$ 3,120	$ (21,663)	
Supply and install stainless steel handrail fixed to top of concrete upstand wall	33	m	$ 15,180.00	$ 6,670	29	$ (8,510)	$ 230	$ 7,590	$ (7,590)	$ 230	$ 7,590	$ (7,590)	$ 230	$ 25,740	$ 10,560	
Extra over for curved glazing	247	m	$ 14,107.50			$ (14,108)	$ -	$ 26,676	$ 12,569	$ 108	$ 29,640	$ 15,533	$ 120	$ -	$ (14,108)	
Extra over for curved handrail	6	m	$ -	$ 810	9	$ 810	$ 90	$ 390	$ 390	$ 65	$ 390	$ 390	$ 65	$ 4,680	$ 4,680	
Supply and install stainless steel balustrade fixed to concrete hob less than 250mm high				$ 5,796	6	$ 5,796	$ 966									
General																
Mild steel circular handrail including vertical posts and paint finish to stair (Zinc Restaurant & Main entrance to Block C)	20	m	$ 6,000.00	$ 3,000	9	$ (3,000)	$ 333	Excl	$ (6,000)		Excl	$ (6,000)			$ (6,000)	
Contractors Preliminaries																
Home Owners Warranty Insurance	1	Item	$ 10,000.00	$ 25,000		$ 15,000		$ 30,000	$ 20,000		$ 30,000	$ 20,000		$ 26,550	$ 16,550	
Prototype	1	Item		Incl				Incl			Incl			Incl		
Insurance and guarantees	1	Item		Incl				Incl			Incl			Incl		
Temporary services	1	Item		N/A				N/A			N/A			Incl		
Safety and security	1	Item		Included				Included			Included			Incl		
Hoarding, fences and screens	1	Item	$ 25,000.00	$ 5,000		$ (20,000)		Screens included	$ (25,000)		Shade Cloth	$ (25,000)		$ 111,265	$ 86,265	
Protection of the Works - Lift, corridors, apartments and the like	1	Item	$ -	Incl				Apt floor			Apt floor			Incl		
Survey and measurements	1	Item		Incl				Incl			Incl			Incl		
Plant and equipment	1	Item		As required				As required			As required			$ 119,330	$ 119,330	
Edge protection	1	Item		N/A				N/A			N/A			Incl		
Management and site personnel	1	Item		Incl				Incl			Incl			$ 22,880	$ 22,880	
Progressive and Final clean	1	Item	$ 5,000.00	One clean only when complete each balconv		$ (5,000)		One clean only when complete each balconv	$ (5,000)		One clean only when complete each balconv	$ (5,000)		$ 10,280	$ 5,280	
Consultants - Structural Eng, PCA and the like	1	Item	$ 15,000.00	$ 15,000		$ -		$ 15,000	$ -		$ 15,000	$ -		$ 100,000	$ 85,000	
Other																
Contractors Margin			$ -	$ 97,989		$ 97,989		$ 97,538	$ 97,538		$ 103,570	$ 103,570		$ 290,577	$ 290,577	
			$ 871,004.00	$ 1,077,884.00		$ 206,880.00		$ 1,072,921.00	$ 201,917.00		$ 1,139,692.00	$ 268,688.00		$ 1,743,463.00	$ 872,459.00	
Error adjustment			$ -	$ -				$ -			-$ 420.00	-$ 420.00		$ -	$ -	
Rounding adjustment			-$ 1.00	$ -				$ -	$ 1.00			$ 1.00		$ -	$ 1.00	
TOTAL CONSTRUCTION COST (excluding GST)			**$ 871,003.00**	**$ 1,077,884.00**		**$ 206,880.00**	**23.75%**	**$ 1,072,921.00**	**$ 201,918.00**	**23.18%**	**$ 1,139,272**	**$ 268,269**	**30.80%**	**$ 1,743,463**	**$ 872,460**	**100.17%**
VARIANCE WITH LOWEST TENDER & POSITION						**$ 206,881.00**	**1**		**$ 201,918.00**	**1**		**$ 268,269**	**2**		**$ 872,460**	**3**
DLA ADJUSTMENTS - (the following adjustment has been based upon the tender return average or industry standard or if in RED provided by Contractor)																

Tender Analysis

	Dim	Unit	Cote D'Azur Budget (Frameless)	Feenix Option 3 (Revised Tender) Tender	Feenix Msd	Variance	Cost per unit	Feenix Option 1 Tender	Variance	Cost per unit	Feenix Option 2 Tender	Variance	Cost per unit	Coastline Tender	Variance	% diff.
2.0 Qualifications																
Applicable in both Feenix Option 1 (Lowest Tender) and Feenix Option 2 (Second Lowest Tender) unless noted																
Demolition and Make Good :																
Make good to concrete hobs - including patching core holes, filling to top of hobs only																
Make good to concrete hobs - paint finish allowed to top of hob only (not sides, internal/ external)																
New Works:																
New Works - for residential Block A, B, C to crowd load 0.75KN/m																
Frameless balustrade to Block C - allow for stainless steel handrail in pr																
Commercial - allow to crowd load 1.5KN/m, add 20% to tower rates for stronger design																
Commercial - Curved glazing, VRS 82m scope not clear																
General - Feenix have not allowed for stairs to Commercial (Not stated in Feenix Option 2 Tender)																
Contractors Preliminaries																
Home Owners Warranty Insurance - $30,000 include Contract works and other insurance																
Safety and security - No security personnel allowed																
Hoarding, fences and screens - protection shade cloth only, no hoarding and screens allowed																
Protection of works to Apartment only, lifts and corridor not allowed in price / not required																
Edge protection - No scaffold, screens allowed																
Progressive and Final clean - one clean only allowed in pricing, final clean when complete each balcony																
Contractor Margin - Management fee allowed at 10% of priced items																
Coastline (Third Lowest Tender)																
New Works:																
Frameless balustrade - extra over for curved glazing for Blocks A, B, C and Commercial - items cross off																
Contractors Preliminaries																
Hoarding, fences and screens - included PC sum of $25,000 for council liaison/permits, etc																
Consultants - PC sum $100,000 allowed in pricing																
3.0 Post Tender Clarifications																
TOTAL ADJUSTED TENDER SUM			**$ 871,003.00**	**$ 1,077,884.00**		**$ 1,077,884.00**		**$ 1,072,921.00**	**$ 201,918.00**		**$ 1,139,272.00**	**$ 268,269.00**		**$ 1,743,463.00**	**$ 872,460.00**	
4.0 Project Costs																
Professional Fees			$ 55,075	$ 55,075.00				$ 55,075.00			$ 55,075.00			$ 55,075.00		
Project Contingnecy			$ 46,303	$ 40,000.00				$ 46,303.00			$ 46,303.00			$ 46,303.00		
TOTAL ADJUSTED TENDER SUM			**$ 972,381.00**	**$ 1,172,959.00**		**$ 200,578.00**	**20.63%**	**$ 1,174,299.00**	**$ 201,918.00**	**20.77%**	**$ 1,240,650.00**	**$ 268,269.00**	**27.59%**	**$ 1,844,841.00**	**$ 872,460.00**	**89.72%**

Appendix F

Tender Clarifications

From: Warren Williams <warren@feenix.com.au>
Sent: Wednesday, 4 November 2015 2:24 PM
To: Davis, Mark (Sydney)
Cc: Bailey, Alan; wayne@feenix.com.au; kevin@coldrae.com.au; Carly Fleming
Subject: RE: Cote D'Azur Balustrade Replacement Works - Tender Review of Feenix Revised Submission dated 26 & 27 October 2015

Hi Mark

Please see our response back on item No. 12 Insurance question

Regards

Warren

Warren Williams
FEENIX

From: Davis, Mark (Sydney) [mailto:mdavis@davislangdon.com.au]
Sent: Tuesday, 3 November 2015 12:10 PM
To: Warren Williams
Cc: Bailey, Alan; wayne@feenix.com.au; kevin@coldrae.com.au
Subject: RE: Cote D'Azur Balustrade Replacement Works - Tender Review of Feenix Revised Submission dated 26 & 27 October 2015

Hi Warren,

Thank you for your response to our queries below. I've forwarded these to the client and anticipate coming back to you shortly.

Best regards,

Mark Davis
Associate
D +61 2 8934 1076 M +61 488 215 822
mdavis@davislangdon.com.au
Mark.Davis@aecom.com

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Please consider the environment before printing this email.

From: Warren Williams [mailto:warren@feenix.com.au]
Sent: Tuesday, 3 November 2015 12:01 PM
To: Davis, Mark (Sydney)
Cc: Bailey, Alan; wayne@feenix.com.au
Subject: RE: Cote D'Azur Balustrade Replacement Works - Tender Review of Feenix Revised Submission dated 26 & 27 October 2015

Hi Mark

Please see below comments in reply

Thanks and Regards

Warren

Warren Williams
FEENIX

From: Davis, Mark (Sydney) [mailto:mdavis@davislangdon.com.au]
Sent: Friday, 30 October 2015 7:14 PM
To: warren@feenix.com.au
Cc: kevin@coldrae.com.au; Bailey, Alan; 'John Stevens <cecil20@optusnet.com.au> (cecil20@optusnet.com.au)'; cb@hpschd.nu; nhowell@stratatitle.com.au
Subject: Cote D'Azur Balustrade Replacement Works - Tender Review of Feenix Revised Submission dated 26 & 27 October 2015
Importance: High

Hi Warren,

Thank you for your revised submission dated 26 October 2015 and Feenix's emails dated 27 October 2015 with attached drawings for the Cote D'Azur Balustrade Replacement Works. Davis Langdon have now had the opportunity to review Feenix's revised submission.

We comment as follows and seek your clarification/ confirmation where noted following our tender review of your offer.

1. The drawings are noted as "Issued for Approval". If you intend these to be part of your formal offer can you please amend them to be "Issued for Tender" Consider these issued For Approval with the tender. We can update these drawings if discussions continue

2. The drawings for the commercial areas and the residential areas both note the glass thickness as 12mm toughened heat soaked glass. If the design requirements for commercial and residential differ for loading capacity is there a need for both areas to have the same thickness glass? Can the glass thickness be reduced in residential areas and a cost saving be made? The residential will require 12mm thick glass. For the Commercial we will try for 12mm, if 15mm thick required in areas once detailed Engineering is done then Feenix will keep the price the same.

3. Both commercial and residential areas are shown as having 50mm diameter stainless steel handrails. Is 38mm diameter possible in either of these areas given the handrails are continuous and fixed to the building structure at each end as indicated on your drawings? 50mm diameter is what we require as part of our tender. Provides strength and deals with compliance issue on upstands.

4. There are discrepancies in your drawings and your hand mark-up of the 0552 Metalwork specification regarding the finish on the 316 stainless steel handrails. Is it intended these be electropolished stain or mirror finish? Which has the best durability for "tea staining"? The stainless steel allowed is satin finish. Then the Electropolish is applied- Feenix Drawing TEN-04 Option 3 Commercial should say Satin Finish (not mirror). The electropolish provides the protection regardless of the level of finish to the stainless steel. Feenix can provide samples.

5. After meeting on site with your BCA consultant is the balustrade handrail required to continue over the planter beds and tie into the building structure on applicable balconies? If not, is there a potential cost saving with this? Yes the Handrails are required to continue over the planter beds.

6. Is the 2mm anodised aluminium proposed for the bottom channel cover and the channel itself sufficiently durable for the location, use and exposure class for this site? The angle is Durable, it is actually 1.6mm thick. In a Commercial traffic area there is high foot traffic and risk of damage. This needs to be recognised and cannot be designed away, possibly supply some additional angle lengths as spares at end.

7. Can the aluminium finish match the electropolished mirror finish on the handrail in the same location? They will not be a match but will be a close to each other. One surface is stainless steel, the other Aluminium. Samples can be provided.

8. If the electropolished mirror finish handrail in the commercial areas was changed to aluminium to match the proposed bottom channel would there be a cost saving? No. Same cost for both. Stainless steel finish is Satin.

9. Your drawing for Option 2 residential indicates two rows of 50mm diameter fixing pins & buttons spaced 100mm apart (vertically) on a 220mm high hob. Will there need to be additional rows where hobs are higher ie: 860mm high as indicated on your section? Same concept for taller upstands. Likely spacing moves to 150 or 180mm when on taller hobs as more room. Shop drawings to identify. This drawing TEN-02 shows the worst case tightest condition for the shortest hob.

10. Are the vertical 20mm gaps between the glass panels sealed (silicone)? If so, can this be omitted and will this provide a cost saving? No silicone sealing was ever considered. Gaps were always open.

11. It is noted the Certificates of Currency you provided for PI and PL expire before Christmas 2015. These will need to be extended should a contract be entered into. Correct. Policies expire yearly and are then extended for the next year.

12. Does your Contract Works Insurance policy cover theft, damage of loose furniture in apartments?

    Our Contract Works policy does not cover this, but the Public Liability Insurance does- except for theft.

    The Public Liability policy indemnifies third parties for personal injury and property damage as a result of our negligence.

    The policy only responds if we are deemed to be negligent … for property damage- ie Theft would not be covered.

13. We note you have included in your lump sum price an amount of $15,000 for Home Warranty Insurance. Is this amount sufficient and in line with the requirements of the Act? We believe so. Based on Contract Value, not on Building Value.

14. Please confirm the quantity and rate for item 1 of the Commercial areas as included in Tender Return Schedule Remove price is included in our rates/pricing for Residential and Commercial. We have not broken out. We have included to remove the Commercial area Balustrades

We look forward to your timely response to these queries.

Regards,

Mark Davis
Associate

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mdavis@davislangdon.com.au
Mark.Davis@aecom.com

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