Nowra CBD Revitalisation Strategy Committee

Meeting Date: Wednesday, 09 August, 2017
Location: Jervis Bay Rooms, City Administrative Centre, Bridge Road, Nowra

Attachments (Under Separate Cover)

Index

4. Reports

CBD17.36 Budget and Projects Update

Attachment 2 Roxy Cinema - Application 2

NOWRA ALIVE

Shoalhaven City Council

Nowra CBD Façade Improvement Program
Application for Financial Assistance

Planning & Development Services Group

City Administrative Centre Bridge Road, Nowra, NSW, Australia, 2541
Address all correspondence to: The General Manager, PO Box 42, Nowra, NSW, Australia, 2541
council@shoalhaven.nsw.gov.au | www.shoalhaven.nsw.gov.au | Phone: (02) 4429 3111 | Fax: (02) 4422 1816

This application form must be completed to apply for financial assistance for imbursement of supply of materials under the Nowra CBD Façade Improvement Program. The Nowra CBD Façade Improvement Program Guidelines should be read in conjunction to completing the application form.

1 Applicant

Name: [redacted] c/o Roxy Cinema

Address: 41 Berry st

Suburb: Nowra Postcode: 2541

Phone: [redacted] Mobile:

Email: admin_roxy@roxy.com.au

Proposed Site Location.

Street No: 41

Street Name: Berry st

2 Development Approvals

Do the façade improvements require Development Approval (i.e. Development Consent or Complying Development Certificate)?

☐ No ☑ Yes

If yes, DA/Construction Certificate No. is

1564E (017/196722)
(document attached)

3 Owner's Consent

Are you the property owner?

☑ Yes ☐ No (if not, consent must be received from the property owner or relevant Body Corporate.
If the property is owned by a company, consent must be provided by an authorised delegate, i.e. Director)

I, [redacted]
Print Name(s) of Property Owner

Consent to the making of this application for financial assistance under the Nowra CBD Façade Improvement Program with Shoalhaven City Council (Council) and the undertaking of the proposed works submitted for:

Roxy Cinema 41 Berry st Nowra
(Insert address)

Signature(s) of Owner(s)

4 Proposed Façade improvement Works

Describe the proposed façade improvement works that you are applying for financial assistance for supply of materials:

☑ Restoration of exterior finishes, please specify

☑ Repainting of building façade and windows (please include paint samples / chart)

☐ Removal of opaque roller shutters or security grilles

☑ Upgrade/Repair or replacement of awning structure

☐ Other, please specify:

*please see accompanying documents

Privacy Notification: The information will be used solely by Council staff for the purpose mentioned or a directly related purpose. The applicant understands that this information is provided on voluntary basis and they may apply to Council for access or amendment of the information at any time.

This form may be published on Council's website in accordance with Government Information (Public Access) Act 2009

OFFICE USE ONLY

Form Number: 863	Issue Date: 07/2015
Version Number 3	Next Review date: 06/2019

FORM863

5 Proposal Details

Provide a sketch or photograph identifying your façade and detail of the proposed façade improvement works (i.e. if you are proposing to paint your building façade, identify what areas you will be painting and their colour including brand of paint, paint colour name and paint samples / chart).

Describe what the proposed façade improvements works will involve: Please see attached documents & photos of proposed works.

6 Cost of Works

Provide a breakdown of the estimates cost / quotes of labour and materials for the proposed façade improvement works. Paid tax invoices will need to be provided when claiming financial assistance from Council.

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.....

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.....

.....

Do you agree to provide a minimum of 50% of the cost of labour and materials or higher if 50% is more than the maximum Council contribution of $3,000 (excl. GST)?

☑ Yes ☐ No

7 Assessment Criteria

Please tick one or more of the following assessment criteria that your work meets

☑ Is the proposed façade improvement works consistent with the relevant planning controls?

☑ Will the proposed façade improvement works contribute to a greater visual improvement to the façade and the overall streetscape and public domain?

☐ Can the proposed façade improvement works be completed within the allocated time frame ?

8 Checklist

☑ I have read and understood the Nowra CBD Façade Improvement Program Guidelines

☑ I have signed the application form

☑ If you are not the owner, you have obtained the owner's consent to lodge this application

☑ Provide a photo or sketch of the building's façade detailing the proposed façade improvements

☑ If repainting, provide paint samples or chart showing colours

☑ Provide breakdown of cost estimates of labour and materials

9 Applicant's Declaration

I understand and will comply with the following terms and conditions of the Nowra CBD Façade Improvement Program.

Print your name: Robert Braywood

Signature of Applicant: R Braywood

Date: 9/5/17

Note: Council will advise the applicant in writing if the financial assistance application is successful or unsuccessful.

Terms & Conditions

In making an application for financial assistance under the Nowra CBD Façade Improvement Program, you agree to comply with the following terms and conditions.

1. Applicants are to lodge complete application forms with the required information.
2. Where required, Development Approvals are to be obtained prior to lodging an application for financial assistance.
3. To claim funds from Council, the applicant must provide tax invoices to the agreed materials value of , 50% cost of labour and materials to a maximum of $3,000 (excl. GST).
4. The application form, forms part of an agreement with Council (if approved) of what financial assistance for imbursement will be provided.
5. Works must commence after the applicant has signed the agreement with Council and completed by the end of the Financial Year.

Shoalhaven City Council

Bridge Rd, Nowra NSW 2541 **02 4429 3111**
Deering St, Ulladulla NSW 2539 **02 4429 8999**
Address all correspondence to
The General Manager, PO Box 42, Nowra NSW 2541 Australia
DX5323 Nowra Fax 02 4422 1816

Council Reference: 1564E (D17/196722)

Fine Line Painting (Aust) P/L
PO Box 951
NOWRA NSW 2541

By email only: norman@finelinepainting.com.au

Attention: Norman Mogg

Dear Norman

Consent for Works & Structures under Section 138 of The Roads Act 1993
Proposed Works at 41 Berry Street Nowra

I refer to your application dated requesting consent for working within the road reserve to complete minor repairs and painting of the external façade at Roxy Cinema, 41 Berry Street Nowra commencing 26 June 2017 for a period of approximately six weeks.

All approvals are valid for 12 months from the date of the approval letter.

In accordance with Section 138 of the Roads Act 1993, consent is given for the work subject to traffic control being implemented in accordance with AS 1742.3 and the Roads and Maritime Services (RMS) manual for Traffic Control at Worksites current at the time of construction, and provided;

1. An application fee of $220.00 (in 2016/17) has been paid to Council at the time of application and prior to commencing work on the site.
2. A Traffic Management Plan (TMP) showing proposed traffic signposting around the construction site, in accordance with AS 1742.3 and the latest RMS manual for Traffic Control at Worksites, has been designed by an RMS accredited traffic control expert and submitted to Council with the application and prior to work commencing. No work is to commence until the signage is erected in accordance with this TMP. Note that the plan is to address both motor vehicle traffic and pedestrian traffic.
3. The contractor meets all obligations under the Work Health & Safety Act 2011, and relevant Work Cover requirements including appropriate traffic controls.
4. Provision is made for service vehicles, resident's etc. to gain access to properties at all times.

5. Public Liability insurance in an amount of $20 million is maintained for the construction period. Written evidence of a current policy has been provided prior to the commencement of work.
6. The works proceed to completion without undue delay.
7. All traffic control including the placement and removal of barricades and/or regulation of traffic is to be carried out by Traffic Controllers accredited by the RMS. Upon request, the contractor must produce evidence that all relevant staff have the above accreditation.
8. Upon request, the contractor must be able to produce evidence that all plant is registered and the subject of third party insurance.
9. Affected residents are notified in writing indicating, at least seven days in advance of any road closure, the reason for the road closure, the period of the road closure and a company contact name and a 24 hour contact phone number.
10. Council's Roads Asset Manager is notified at least 48 hours in advance of construction commencing which includes placement of traffic control devices.
11. The applicant will be responsible for the disposal of any excess material and restoring table drains, shoulder seal and culverts blocked or damaged as a result of the works
12. **The Applicant signs this agreement for the work.**

Please confirm the acceptance of the aforementioned conditions by returning a signed copy of this letter as soon as possible.

Applicant:	Fine Line Painting (Aust) Pty Ltd
Works Description :	to complete minor repairs and painting of the external façade at Roxy Cinema, 41 Berry Street Nowra commencing 26 June 2017 for a period of approximately six week
File No:	1564E
Doc No:	D17/196722

I/We have read and agree to comply with Conditions 1 – 12 stated above:

Signed: .....Dated: 27/6/17.....

If you need further information about this matter, please contact me on (02) 4429 3242. Please quote Council's reference 1564E (D17/196722).

Yours faithfully

Naif Ahmed
Unit Manager - Roads Assets
21/06/2017

ZOOKEEPER
JOHNNY ENGLISH 2
SPY KIDS 4
THE LION
AL STEEL
NG 3D
FOOTLOOSE
ABDUCTION
THE GUARD
RED DOG
SMUR
2D & 3D
BEGINNERS

Shoalhaven Heritage Inventory

State Heritage Register

SHI Number
2390666
Study Number
NB014

Item Name: **Inter War Art Deco style Cinema & Footpath**

Location: **41 Berry Street, Nowra [Shoalhaven]**

Address:	41 Berry Street	**DUAP Region:**	Illawarra & Macarthur
Suburb / Nearest Town:	Nowra 2541	**Historic region:**	Illawarra
Local Govt Area:	Shoalhaven	**Parish:**	NOWRA
State:	NSW	**County:**	ST. VINCENT

Other/Former Names: Roxy Cinema

Area/Group/Complex: **Group ID:**

Aboriginal Area:

Curtilage/Boundary: Lot 51 DP 625969

Item Type: Built **Group:** Recreation and Entert **Category:** Cinema

Owner: Private - Individual

Admin Codes: NB014 **Code 2:** 50099 **Code 3:** Y

Current Use: Cinema

Former Uses: Cinema

Assessed Significance: **State** **Endorsed Significance:**

Statement of Significance: The Roxy Cinema is one of the few Inter War Art Deco buildings in Shoalhaven. As a working cinema it is valued by the local community and contributes positively to the streetscape. Historic, aesthetic and social value. State significance (NSW).

Historical Notes or Provenance: This Art deco theatre was designed by architects Messrs Guy Crick & Bruce Turner, the builder being Stafford Building Co Ltd was officially opened with a Gala Evening on 14th August 1935. The building was built for Messrs Sutton and Owen but was sold in 1939 to Edwin Charles Potts. This theatre was owned and operated by the Potts family. Distinctive wall vents were built into the walls and ceiling. The concrete paving outside the Roxy was done in the angular art deco style, coloured green and pink. R.C.A. Photophone (Aust) P/L provided the sound equipment, the seating was design and supplied by the Miller Chair Company the lighting was by McBride Bros. and the furnishings by Mason & Hart.

Themes:

National Theme	State Theme	Local Theme
8. Culture	Creative endeavour (Cultur	(none)

Designer: Messrs Guy Crick & Bruce Turner

Maker / Builder: Stafford Building Co Ltd

This report was produced using the Heritage Database Software provided by the Heritage Branch, NSW Department of Planning.

Shoalhaven Heritage Inventory

State Heritage Register

SHI Number
2390666
Study Number
NB014

Item Name: **Inter War Art Deco style Cinema & Footpath**

Location: **41 Berry Street, Nowra [Shoalhaven]**

Year Started: 1935 **Year Completed:** **Circa:** No

Physical Description: Two storey Inter-War Art Deco cinema c.1935. Typical sculpted forms across the 'shop front' and windows. The footpath in front of the cinema reflects the art deco design of the cinema

Physical Condition:

Modification Dates: Recently repainted. A new sign has been placed across the front above the doors. Not seen internally. Original Footpath rebuilt following unsympathetic repairs to reinstate the original design.

Recommended Management:

Management: Recommended Management Produce a Conservation Management Plan (CMP)

Further Comments: Historical Period: 1926-1950

Criteria a) The property has historical significance as an Inter War theatre that was built in 1935 for Messrs. Sutton and Owen and was designed by architects, Guy Crick & Bruce Turner. The theatre was owned and operated by the Potts family from 1939 till 1982 and is the last cinema operating in Nowra.

Criteria b) The place has associations with C. R. N. Owen and R. H. Sutton who built the cinema and who later acquired the Crown Theatre, and with the notable Sydney architects, Guy Crick & Bruce Turner who designed the theatre and who were well known for their theatre designs. The place also has associations with the Potts family who operated the cinema from 1939 till 1982.

Criteria c) The building is a very good example of a two storey, Inter-War Art Deco cinema and is stylistically unusual in Nowra.

Criteria d) The theatre/cinema has served the local community since 1935 and is the last surviving cinema in Nowra.

Criteria e) The building is representative of Inter War theatre design particularly in regard to iys accoustic design

Criteria f) This item is assessed as aesthetically rare at a State level.

Criteria g) This item is assessed as historically representative locally. This item is assessed as aesthetically representative at a State level. This item is assessed as socially representative locally. This item is assessed as scientifically representative locally

Integrity / Intactness: The complex has been heavily altered internally but retains original detailing to the entry hall with stairs and original joinery.

References:

Author	Title	Year
	Roxy Theatre Gala Opening - Programme 14th August 1935.	

This report was produced using the Heritage Database Software provided by the Heritage Branch, NSW Department of Planning.

Shoalhaven Heritage Inventory

State Heritage Register

SHI Number
2390666
Study Number
NB014

Item Name: **Inter War Art Deco style Cinema & Footpath**

Location: **41 Berry Street, Nowra [Shoalhaven]**

Studies:

Author	Title	Number	Year
Peter Freeman Pty Ltd	Shoalhaven City Council Heritage Study 1995-1998	NB014	1998
Weir and Phillips	Heritage Report The Roxy Cinema Nowra		2003

Parcels:

Parcel Code	LotNumber	Section	Plan Code	Plan Number
LOT	51		DP	625969

Latitude: **Longitude:**

Location validity: **Spatial Accuracy:**

Map Name: Nowra 9028-3-S **Map Scale:**

AMG Zone: Nowra 9028-3-S **Easting:** **Northing:**

Listings:

Name:	Title:	Number:	Date:
Local Environmental Plan			13/10/2007
Heritage study	Roxy Cinema	NB014	
Royal Australian Institute of Architects register			

Related Items: Other Art Deco Buildings identified in the Shoalhaven Heritage Study
Inter War Art Deco Commercial Building 80 Junction St, Nowra SHI 2390674
"Roslyn Court" Inter War Art Deco Shops and Offices 21 Kinghorne St. Nowra SHI 2390671

Other Theatres identified in the Shoalhaven Heritage Study
Sussex Inlet Post war fibro cement Community Hall SHI 2390244
Milton Inter War Rendered Masonry & Fibro Hall SHI 2390568
Huskisson Literary Institute (former) SHI 2390383
Lake Conjola Open Air Picture Theatre Site SHI 2390253
Post War Open Air Theatre (Demolished) SHI 2390635
Player's Theatre (former Bomaderry Community Hall) SHI 2390796

Listing Comments:

Custom Field Three:

Custom Field Four:

Custom Field Five:

Custom Field Six:

Data Entry: **Date First Entered:** 16/06/1999 **Date Updated:** 29/11/2012 **Status:** Partial

Shoalhaven Heritage Inventory

State Heritage Register

SHI Number
2390666
Study Number
NB014

Item Name: Inter War Art Deco style Cinema & Footpath

Location: 41 Berry Street, Nowra [Shoalhaven]

Image:

Caption: Inter War Art Deco style Cinema & Footpath
Copyright:
Image by:
Image Date:
Image Number: Roll: IRHS
Image Path:
Image File: 2390666.jpg
Thumb Nail Path:
Thumb Nail File: t_2390666.jpg

FineLine Painting

19 January 2017

Mel Rose
Roxy Cinema Complex

Painting to External of Front Facade

Our Price for the above referenced project is	$ 54,655.00
Plus, GST	$ 5,465.50
Total Including GST	**$ 60,120.50**
Excluding GST: Fifty-four thousand six hundred and fifty-five dollars	

This price is based upon the following documentation:

Architectural Drawings as follows: Site inspection

Specification: As attached from Dulux

Finishes Schedule: TBA

Please note the following:

- Scaffold included in above price as per scaffold quote, any variations needs above quoted service on attached scaffold price will be on charged to client at cost. e.g. additional weekly hire or alterations to suit other works identified.
- We have allowed for all preparation to substrate to be repainted other than chemical stripping. This process can only be determined on site once access to substrate is available, then discussed with client and costed appropriately.
- Colour scheme TBA
- No allowance for removal of signage and or fixtures.

Yours faithfully

Norman Mogg

Estimator/ Director

Above quote and conditions accepted
Signed .....
Print name.....RICHARD HILL.....
Dated...4../..5..../..17.....

Fine Line Painting (Aust) Pty Ltd
*Claims for payment will be made under the terms of the Building and Construction Industry Security of Payment Act (NSW) 1999

ABN 91 464 801 832 *A Brush with Excellence!* Licence No. 92746C

Email: info@finelinepainting.com.au | www.finelinepainting.com.au | PO Box 951, Nowra NSW 2541 | Phone: 02 4423 7217 | Fax: 4423 7520

CBD17.36 - Attachment 2

FineLine Painting

19 January 2017

Mel Rose
Roxy Cinema
41 Berry Street
Nowra

Painting to the following Asset

Scope of works allowed for in tender submission as follows:

Fine Line Painting will provide:

- ✓ All necessary labour to execute the works
- ✓ Scaffold as detailed
- ✓ Organize materials & Technical advice on products and application procedures
- ✓ Good housekeeping and environmental management.
- ✓ OH&S, follow our safe work procedures.
- ✓ Public liability and worker's compensation insurance
- ✓ Consultation for each assignment and consideration for cost effective work program
- ✓ Where previously painted surfaces are considered to contain lead based paints we will provide as a minimum the following:

  Containment and disposal of preparation waste.
  Suitable protective clothing and PPE for employees
  Signage and unauthorized access restriction to work area.
  Over painting to lead affected areas

Client to provide:

- ✓ Amenities for workers use, suitable access to work area Monday to Friday 7.00am to 4.30pm
- ✓ Chock tops ☺

The scope of works consists of:

The documents provided for Project by Dulux

Drawings: Site inspection

The work to be performed is as follows:

FineLine Painting

Repainting to Asset, Roxy Cinema Exterior front façade and return approx. 2 mtrs each side.

Front steps and landing, handrail, all associated doors and trims to external front façade.

All high-level work will be accessed by scaffold and or aluminum mobile scaffold.

Programming:

The expected completion time will be 4 working weeks from commencement, weather dependent.

Methodology and products to be used for project.

All surfaces are to clean and suitable for painting prior to application.
Preparation will consist of visual assessment followed by good trade practices as follows:

Clean then sand surface with the appropriate grade sandpaper to give a smooth even surface.
Patching with approve filler for the substrate to be painted, sand smooth, dust off and prime. Follow the prime coat by the recommended finishing coats

All paint application will be by brush and or roller by experienced painters.

Products used will be Dulux premium grade paints suitable for the substrates to be coated.
See attached Dulux specification.

Above quote and conditions accepted, pages 1 and 2.

Signed .....

Print name.....Richard Hue.....

Dated....4../.5./.17.....

SKEL SCAFF Shoalhaven Scaffolding Services

E contact@skelscaff.com.au
P 1300 266 607
W www.skelscaff.com.au

Quote

13/12/2016

Project

Fine Line Painting

41 Berry Street Huskisson

norman@finelinepainting.com.au

Scope

To provide medium duty scaffolding to the building for Painting purposes. Scaffold is to be maximum (1200mm) wide, 3 board wide with 2 board hop up. The top deck will be located at approximately 2m below top plate and subsequent decks every 2m thereafter up until 3.5m to the ground. An allowance has been made for ladder beams & underpinning to be installed to go over the awnings. A scaffold plan will be providing on acceptance of the quote.

Scaffold is to be erected and dismantled in up to 1 stages only. This quotation does not include any return visits to site to remove in part any scaffolding or to remove or relocate wall ties, working platforms, hop ups or access ways. Any requirements to erect or dismantle scaffolding in more than 1 stages will incur additional charges as per day labour/per hour rate with a minimum four hour call out charged.

Scaffolding will comply with AS/NZ Standards 1576.

Complete Scaffolding Quote

SERVICE	DESCRIPTION	PRICE
Scoped Scaffold		
Scoped scaffold	Core service as described in scope including, erection, dismantle, transportation & 4 weeks hire. Hire beyond will be charged at $430 per week	$ 8,650
	Core Scaffolding (Ex GST)	**$ 8,655**
	GST	$ 865
	Grand Total	**$ 9,515**

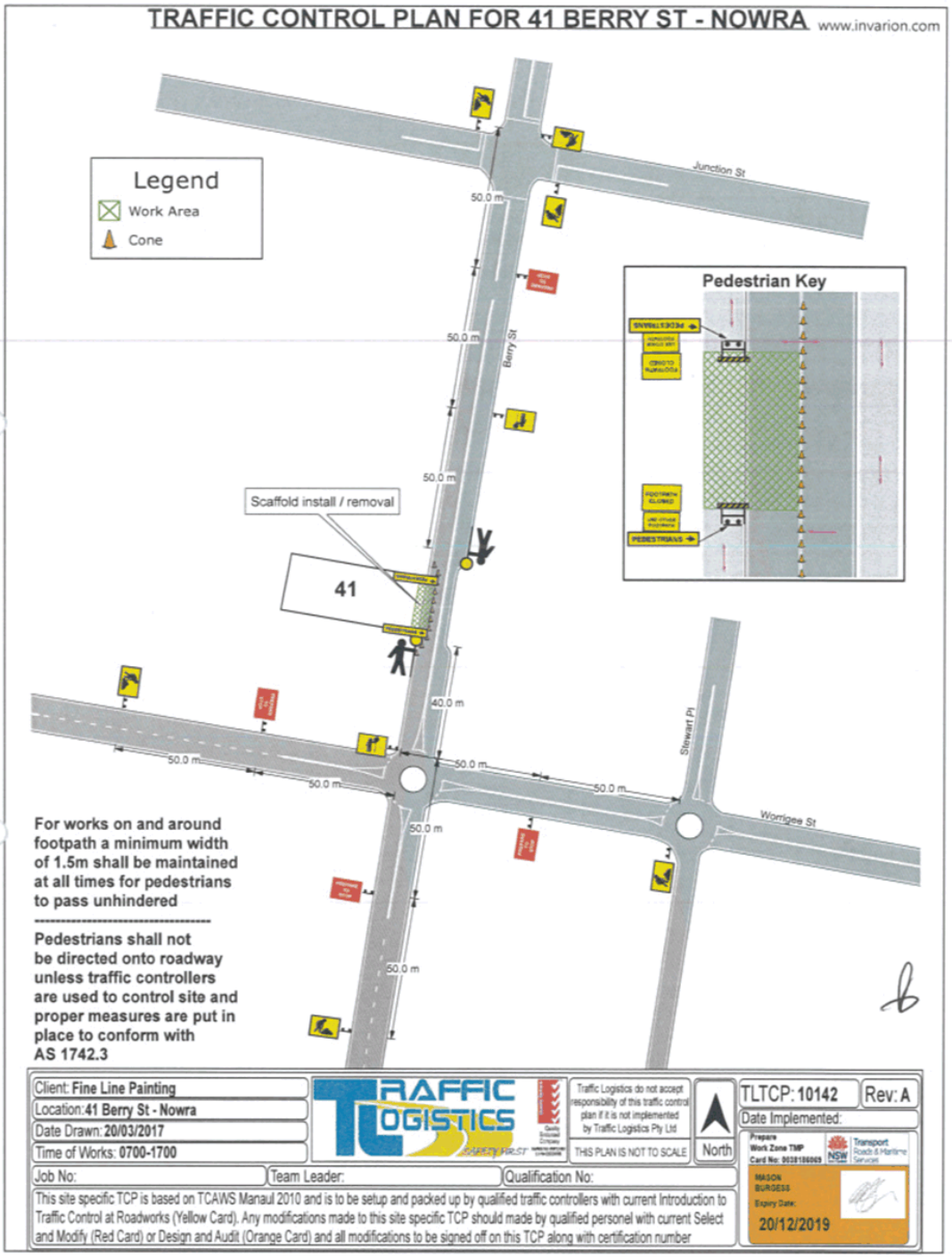
Terms

- Prices are subject to change if any site or other allowances are introduced.
- Any additional work not specified in the Scope of Works contract/quote will be charged as extra labour and you or a representative will be required to sign our labour sheets. If the client or representative is not available on site to sign day labour sheets for completed work, it shall be deemed that acceptance of the work has been granted. This is to avoid disputes about verbal orders or variations.
- Clear level access is required in close proximity of scaffold area for the delivery and return of materials.
- Client shall be responsible to ensure that formwork/false work does not project in such a way as to interfere with the erection of the scaffold
- Client is to be responsible for the raising/lowering/moving of hop up brackets and associated planking as required and be responsible for costs of same, if applicable.
- Client is to make compacted, clean level ground for soleboards on baseout of scaffold.
- Client is to make provisions for scaffold ties at required positions and waterproof same. This may require client to notify residents to leave windows open for scaffold ties.
- Client shall be responsible to obtain all Council, Engineers, Work Cover and other local and statutory authority's approvals and fees where applicable and be responsible for costs of same.
- Client is to be responsible for the supply, erection and removal on completion of infills between scaffold and adjacent structure.
- Client is to be responsible for the supply, erection and removal on completion of lighting, waterproofing and painting of structure, if required and to be responsible for costs of same.
- Client to be responsible for the supply, erection and removal on completion of protective casings/hoarding/barriers and signage in areas of public access and to be responsible for costs of same when required.
- Client to be responsible for a crane to lift all scaffold up to and down from any level of scaffold over 4.0 m in height.
- Client to be responsible for the supply, erection and removal on completion of security provisions and waterproofing to the building for scaffold ties through windows/doorways and to be responsible for costs of same.
- Client to trim any trees prior to commencement to erection of scaffold.
- Boards, hop ups and ties will be placed once only. Any subsequent movements shall be the client's responsibility, unless otherwise stated.
- If delays occur due to no fault of ours and gear is made to sit idle, it will be charged from date erection was scheduled to commence.
- Hire has been quoted at a minimum number of weeks. No credit will be supplied if scaffold is not required for the full minimum hire period.
- As per AS/NZ 4576: 1995 Section 13.2 – scaffolding inspections and checks at intervals not exceeding 30 days will be charged to you, the client, at hourly rates.
- To maintain safe conditions on or near our scaffolding the client is required to ensure scaffolding alterations (including ties) fixed by SkelScaff on which safety and stability of our scaffold is dependent are not removed or tampered with. If, during the course of your construction, scaffold is modified or removed to the extent it no longer complies with the Construction Safety Act and Regulation, any rectification will be at the client's cost. SkelScaff will not be held liable.
- Client is to be responsible for the security of all scaffold equipment from all other site trade and all out of hours during the period of hire of said scaffold equipment. Any damaged scaffold and any gear missing upon its return to us will be charged to you being the client at list price. Please note that the customer is liable for the cost replacing any unreturned equipment as well as the cost of repairing any damaged equipment. Equipment must be returned in the same condition as it was received. Any damages due to bad weather, high winds, etc. will not be the responsibility of SkelScaff. Scaffold boards can be tied down individually at the client's request. This will be an extra cost to the client.
- SkelScaff cannot be held responsible for delays in delivery, erection, relocation, dismantle and collection due to inclement weather.
- The hire rate incorporates downtime during relocations of equipment, public holidays, RDO's, productivity days and inclement weather.
- Client is to responsible for the supply, erection and removal on completion of fixed lapboards and signage in areas of public access and to be responsible for costs of same when required.
- Client is to cover all electrical wiring within 4.5m of the scaffold prior to commencement of erection of scaffold.
- No chain wire or shade cloth has been allowed for in this quotation, unless detailed in the scope of works and it will be the client's responsibility, should it be required by any authority.
- The above quotation is based on labour and cartage being carried out during normal working hours (i.e. 7.00 a.m. to 3.30 p.m.) Monday to Friday. Labour requested and performed outside these hours will incur additional costs to cover penalty rates. All movements or alterations will be charged at day labour rates, with a minimum four hour call out fee. This quotation is for the erection and dismantle to be done in one stage each only, unless otherwise stated.
- Hire will commence on receipt of first load and will be deemed complete on the return of the final load.
- Forty eight hours notice to be given for all erection, variations and dismantle of scaffold.
- Invoice and payment for labour on completion of erection and dismantle and transport are nett 14 days and come under the Security of Payment Act 1999. Invoicing for hire will be done on a monthly basis and will be nett 30 days. No retention is to be kept on the labour or hire on this particular site.
- Before commencement of works, a Credit Application Form and its Terms and Conditions must be completed and accepted.
- If the client accepts this quotation it will be deemed as part of the contract that includes the Credit Application Form and its Terms and Conditions.

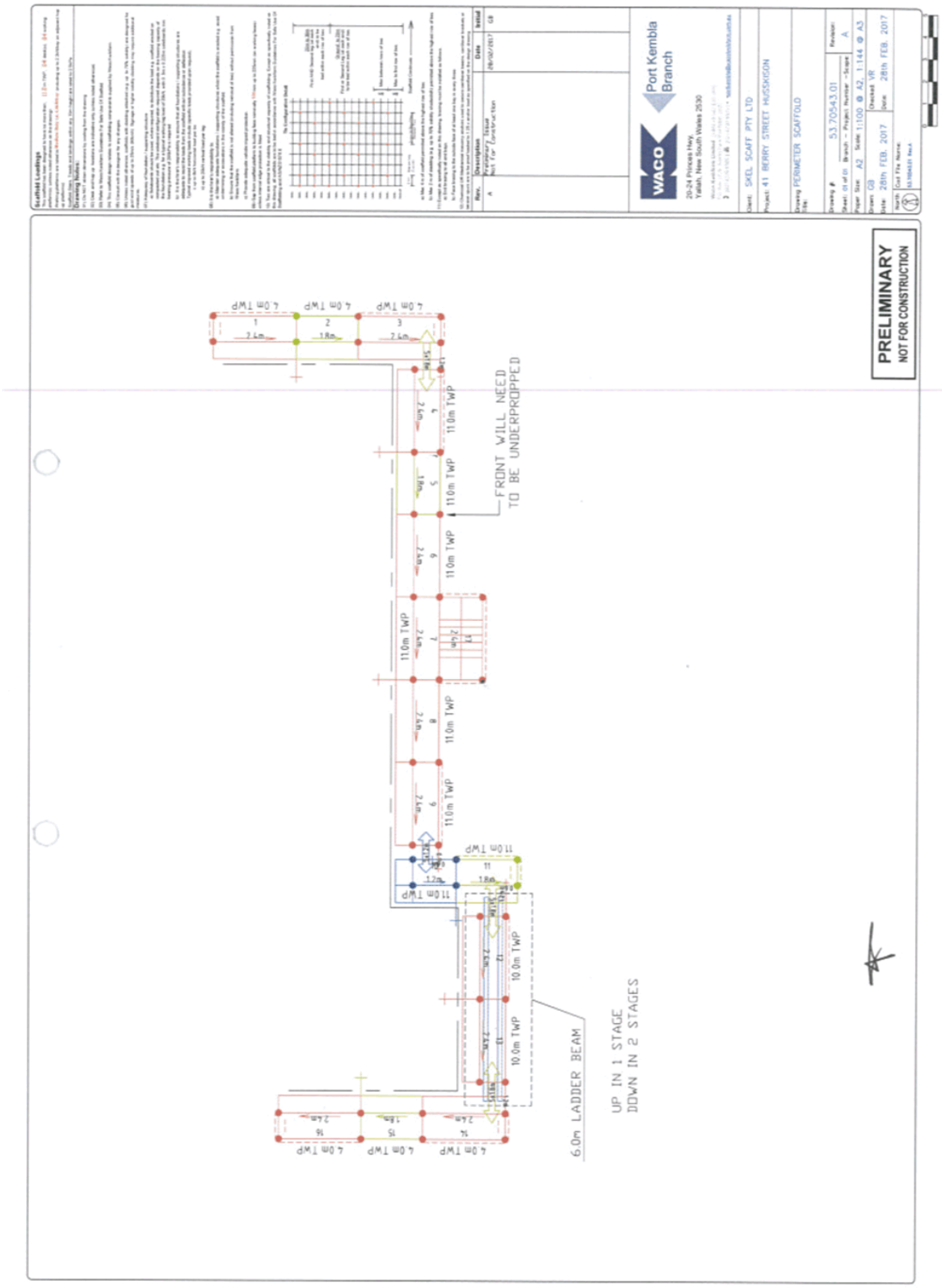
I/we accept the above contract price and I/we have read and agreed to all of the above terms and conditions.

Signed _____ Company _____

Date _____



CBD17.36 - Attachment 2



CBD17.36 - Attachment 2

Dulux DuSpec Project Specification

ROXY CINEMA

Project Id: 36445

Prepared By: Darren Lalor
0413 131160

Dulux DuSpec Project Specification

Table Of Contents

1. Painting Schedules
2. Clean Up and Disposal
3. Legals

Dulux DuSpec Project Specification

Painting Schedule

Area / Item	Colour	Specification			Version
Exterior					
Timber Doors	TBA	AU_SD11520	Dulux Aquanamel Gloss / Dulux Precision Max Adhesion on Painted Timber [Interior/Exterior]		3.0
		1st Coat	AU_DD02066	Dulux Precision Maximum Strength Adhesion Primer	4.0
		2nd Coat	AUDD1282	Dulux Aquanamel Gloss	27.0
		3rd Coat	AUDD1282	Dulux Aquanamel Gloss	27.0
Exterior Concrete					
Steps	TBA	AUSI4743	Dulux Weathermax HBR Two Pack Gloss on Painted Concrete flooring/paths [Exterior]		3.0
		1st Coat	AUDI1109	Dulux Durebild STE - PC237 Two Pack Epoxy	13.0
		2nd Coat	AUDI1109	Dulux Durebild STE - PC237 Two Pack Epoxy	13.0
		3rd Coat	AUDI1156	Dulux Weathermax HBR Two Pack Gloss	13.0
Exterior FC Sheeting					
Facade & Eaves	TBA	AU_SD11447	Dulux Weathershield Low Sheen on Painted Fibre Cement Sheet (FC) [Interior/Exterior]		4.0
		Prep Coat	AU_DD02066	Dulux Precision Maximum Strength Adhesion Primer	4.0
		1st Coat	AUDD0053	Dulux Weathershield Low Sheen	31.0
		2nd Coat	AUDD0053	Dulux Weathershield Low Sheen	31.0
Exterior Steel					
Handrails	TBA	AUSI1545	Dulux Weathermax HBR Two Pack Gloss on Painted Mild Steel (Commercial) [Exterior]		5.0
		Spot Primer	AUDI1109	Dulux Durebild STE - PC237 Two Pack Epoxy	13.0
		Intermediate	AUDI1109	Dulux Durebild STE - PC237 Two Pack Epoxy	13.0
		Top Coat	AUDI1156	Dulux Weathermax HBR Two Pack Gloss	13.0
Exterior Walls					
Painted Brickwork	TBA	AUSA4824	Dulux AcraTex 955 AcraShield on Painted Brick/Blockwork [Exterior]		13.0
		1st Coat	AUDA0442	Dulux AcraTex Acraprime Solvent Based Clear	21.0
		2nd Coat	AUDA0432	Dulux AcraTex 955 AcraShield	33.0
		3rd Coat	AUDA0432	Dulux AcraTex 955 AcraShield	33.0

Clean Up and Disposal

AUDD1629	Dulux Envirowash ES 800 Unit	3.0

Dulux DuSpec Project Specification

Legals

SPECIFICATION

1. INTRODUCTION

In this Specification:
"Applicator" means the person applying the product.
"Contractor" means the person(s) to whom the Applicator is contracted to for the application of the product.
"DuluxGroup" means DuluxGroup (Australia) Pty Ltd.
"DuluxGroup Products" means the DuluxGroup products specified in Schedule A.
"Project" means the building or other construction specified in Schedule A.
"Specification" means this specification and all schedules to it.
"Superintendent" means a nominated representative of Contractor.

All DuluxGroup products must be treated and applied strictly in accordance with the instructions and procedures set out in this Specification.

2. GENERAL

DuluxGroup Products must only be applied in accordance with this Specification. Unless otherwise specified or approved, all materials used in the Project must be DuluxGroup Products as nominated in Schedule A. All DuluxGroup Products must be delivered to the job in unbroken containers bearing the brand name and name of the manufacturer and must be subject to inspection and approval by the Superintendent.

This Specification shall remain current for a period of 6 months commencing on the date it is provided by DuluxGroup to the Contractor.

Various Australian Standards and New Zealand Standards may be referred to in this specification. Where referred to in this document, these standards and any relevant DuluxGroup Specification Sheets, Product Data Sheets and Material Safety Data Sheets form part of this Specification.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor must:

a. ensure that the Applicator implements the appropriate quality assurance system for the preparation, application of DuluxGroup Products, curing, handling, storage and protection of components of DuluxGroup Products. Such quality assurance system shall comply as a minimum with Handbook 90.3 of The Construction Industry Guide to AS/NZS ISO 9001:2000;
b. ensure that he and anyone else using or relying on the Specification has read and understood the Specification fully. If there is any conflict or discrepancy between these Conditions of Specification and the Schedules to the Specification, the Schedules will prevail;
c. carry out examination of the work of the Applicator. Hold points for inspection must be established between the Contractor's inspector and the Applicator before commencing work. The inspector will refer to this Specification and the Applicator's AS/NZS3894 records as the basis for inspection. Personnel authorised by DuluxGroup must be permitted to inspect such records upon request;
d. ensure that personnel authorised by DuluxGroup have access to the site at all reasonable times as required by DuluxGroup and upon reasonable notice to the Contractor to inspect the place(s) of application of DuluxGroup Products from time to time. Such inspections will not be deemed to be acceptance by DuluxGroup of the standard of the Applicator's workmanship, performance or quality control procedures or of compliance with any product specifications or of the terms of this Specification; and
e. ensure that safe work practices are adopted at all times in respect of the Project in accordance with all applicable legislation, including, without limitation, AS/NZS1336, AS/NZS1337, AS/NZS1338, AS/NZS1715, AS/NZS1716, AS1269, AS1270 and AS2865.

4. APPLICATOR'S RESPONSIBILITIES

The Applicator must:

a. ensure that he and anyone else using or relying on the Specification has read and understood the Specification fully. If there is any conflict or discrepancy between these Conditions of Specification and the Schedules to the Specification, the Schedules will prevail;
b. prepare and neatly maintain proper records as required by the Specification and upon completion of the Applicator's work or at such time as may be directed by the Superintendent, must hand over the files containing such records to the Superintendent;
c. ensure all DuluxGroup Products to be used on the Project are stored in a single place and in a manner outlined in the relevant DuluxGroup Data Sheet (Refer Schedule C);
d. ensure all DuluxGroup Products with limited shelf life are used before their use-by date;
e. obtain all relevant Material Safety Data Sheets (MSDS) showing the health and safety precautions to be taken during application of DuluxGroup Products and implement those precautions;
f. prepare surfaces according to requirements of individual Specification Sheets and Product Data Sheets as set out under Schedules A, B & C;
g. ensure all DuluxGroup Products are applied properly in accordance with the preparation, application, testing and other requirements set out in Schedules A, B and C or otherwise notified by DuluxGroup from time to time including, without limitation, ensuring that all DuluxGroup Products are applied so as to produce a uniform coating free from film defects;
h. correct, to the satisfaction of the Superintendent or his authorised inspector and at the Applicator's expense, any work deemed by the Superintendent or his authorised inspector as not conforming to this Specification;
i. ensure all control joints are sealed after the coating system has been applied. If the joints are sealed/filled first, the coating shall not be applied over such sealed surfaces;
j. ensure consistent colour coverage. Adequate stocks of material should be delivered to site to complete a single elevation or specified area at one time. External durability of colour will be assessed as per AS2700. Various colours may not have warrantable external performance therefore the proposed Colour Schedule should be referred to DuluxGroup prior to application;
k. ensure that, unless otherwise nominated in the Product Data Sheets, DuluxGroup Products are not applied to damp or wet surfaces, nor in conditions below 10 degrees Celsius, nor when the temperature will fall below 10 degrees Celsius during the drying period, nor when the surface temperature is within 3 degrees Celsius of the dew point, nor when the surface temperature exceeds 30 degrees Celsius nor when there is a high degree of airborne dust in the atmosphere;
l. provide adequate protection to the coating against damage and exposure until fully cured. All portions of the work liable to be damaged are to be properly covered unless otherwise approved by DuluxGroup;
m. provide protection by masking all surfaces adjacent to the area being coated and removing this protection upon completion of the application. The Applicator is

Dulux DuSpec Project Specification

responsible for any loss or damage which may be caused to the property while the work is being carried out. The Applicator must provide and lay adequate dust sheets and protect floors and other surfaces, remove all surface hardware, switch plates, lighting fixtures, etc... before painting and replace in condition as found. DuluxGroup Products must not be applied in the presence of dust;

n. upon completion, remove all empty cans or other debris arising out of his work and dispose of all waste in accordance with regulations;

o. carry out any special mixing requirements, such as the correct selection and use of the nominated thinners and solvents or allowing an induction period for 2 pack products, as nominated in the Product Data Sheets;

p. inspect the substrata and ensure it is fit to receive the specified DuluxGroup Products, produce the specified finish and comply with the relevant documents and standards which specify minimum standards of substrata preparation and their tolerances. These include but are not restricted to the following:
AS/NZS2311: The Painting of Buildings
Section 2 - Design for Painting
Section 3 - Preparation of Unpainted Surfaces
Section 7 - Maintenance of Painted Surfaces
AS/NZS2312: Guide to the Protection of Iron and Steel Against Exterior Atmospheric Corrosion.
Commencement of application of the coating to the substrata shall be deemed to mean that the Applicator has certified that the surface is fit for the receipt of the specified products. It is the responsibility of the Applicator at the time of preparing the sample reference area (see below) to advise the Superintendent if the substrata condition and preparation is not of sufficient standard to produce the specified finish;

q. provide sample areas, panels or plates of each of the coating systems. The areas must be large enough to show clearly the finish that will be achieved in terms of colour, gloss level and texture. The prepared samples will then be used as the standard for the work. Provision in all costing must be made to cover the cost of sample preparation. Sample areas must be approved before further work proceeds;

r. prepare and neatly maintain proper records, in accordance with AS/NZS3894, AS/NZS2311 & AS/NZS2312, showing details of application conditions and product use, and upon completion of the Applicator's work or at such other time as may be directed by the Superintendent, the Applicator shall hand over the files containing such records to the Superintendent. These records should include but not be limited to, application conditions, batch numbers and application data;

s. ensure that personnel authorised by DuluxGroup and the Contractor have access to the site at all reasonable times as required by DuluxGroup and upon reasonable notice to inspect the place(s) of application of DuluxGroup Products from time to time. Such inspections will not be deemed to be acceptance by DuluxGroup of the standard of the Applicator's workmanship, performance or quality control procedures or of compliance with any product specifications or of the terms of this Specification. The Applicator is responsible for advising the Superintendent's inspector in sufficient time to enable him to be present without unnecessary delay or hindrance to the progress of work. The absence of the Inspector does not absolve the Applicator from carrying out the task in a workmanlike manner; and

t. ensure that safe work practices are adopted at all times in respect of the Project in accordance with all applicable legislation, including, without limitation, AS/NZS1336, AS/NZS1337, AS/NZS1338, AS/NZS1715, AS/NZS1716, AS1269, AS1270 and AS2865.

5. DISCLAIMER

Any advice, recommendation, information, assistance or service provided by any of the divisions of DuluxGroup (Australia) Pty Ltd, DuluxGroup (New Zealand) Pty Ltd or their related entities (collectively, DuluxGroup) in relation to goods manufactured by it or their use and application is given in good faith and is believed by DuluxGroup to be appropriate and reliable. However, any advice, recommendation, information, assistance or service provided by DuluxGroup is provided without liability or responsibility PROVIDED THAT the foregoing shall not exclude, limit, restrict or modify the right entitlements and remedies conferred upon any person or the liabilities imposed upon DuluxGroup by any condition or warranty implied by Commonwealth, State or Territory Act or ordinance void or prohibiting such exclusion limitation or modification. All information contained in this specification is as accurate and up to date as possible. Coating/product systems can be expected to perform as indicated in this specification, as long as preparation, applications and application procedures are followed as recommended on the appropriate Product data Sheet or otherwise. Should a "Performance Warranty" be required on this project, DuluxGroup must be contacted prior to finalisation of the Specification and at least one week before the commencement of work on the Project.

6. MATERIALS WARRANTY

DuluxGroup warrants to its customer that the DuluxGroup Products supplied as components of the product system(s) detailed in this Specification are of merchantable quality and fit for the purpose for which they are supplied when applied in accordance with the instructions for use. This warranty is limited and excludes all labour and other charges. To make a claim under the warranty, please contact Dulux Customer Service AUST 13 25 25, NZ 0800 800 424 and provide details of your claim. You must show proof of purchase and bear all expenses incurred in making a claim. The benefits of this warranty are in addition to other rights and remedies under any applicable law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Individual materials warranties for specifications are available upon request from DuluxGroup.

Dated: _____

Signed: _____

Name: _____

On behalf of DuluxGroup

Applicators Confirmation

The Applicator hereby confirms that the coating systems were applied to the Project in strict accordance with the instructions provided by or available from DuluxGroup including this Specification, and that the Applicator will be responsible for any loss or damage caused or contributed to by faulty application.

Signed: _____

Name: _____

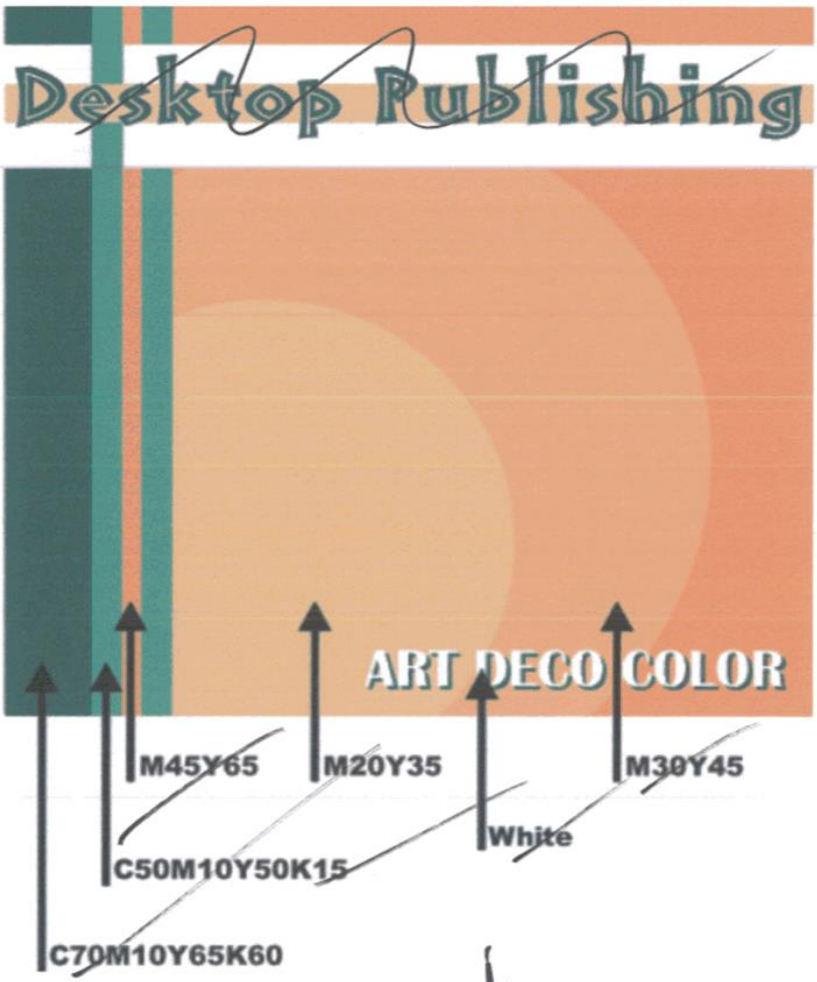
On behalf of Applicator

CBD17.36 - Attachment 2

A) 'HACIENDA' - LOWER WALL, SECTION ABOVE AWNING TO DIVISION LINE
B) 'LONDONDERRY'- UPPER MAIN WALL COLOUR
C) DYNASTY - AWNING FACADE, LONGEST FEATURE STRIP, MAIN SPIRE 1.5 strength
D) 'TURQUIOSE BLUE' - MIDDLE OF THREE STRIPES 1.5 strength.
E) 'CHATEAU' - UNDER EAVES, HORIZONTAL FEATURES, OUTER FEATURE STRIPE, ROSETTES
F) 'C/B PLANTATION' - STAIRS, RAMP

8

Turq. 179 Dynasty - 34
165 97
155 86
L 162
123
Hacienda 129
97 65
86 55
DYNASTY 10L.
turquase blue 4
chateau: 15L.
Hacienda 15-10
stairs 4L-10L
chateau
wall Londonderry
spire Dynasty 1.5
Turquoise blue 1.5
chateau
Dynasty 1.5
Turquoise Blue.
chateau.
chateau
chateau
MONDAY DISCOUNT ALL 2D TICKETS 10,00
TUESDAY DISCOUNT 2 D 10,00
EARLY BIRD 8,00 BEFORE 9 30AM
ROXY CINEMA
5 GREAT SCREENS
Hacienda
window trims Londonderry.
Dynasty 1.5
Ramp Plantation
Hacienda (walls)
Stairs C/B Plantation


Desktop Publishing
ART DECO COLOR
M45Y65
M20Y35
M30Y45
White
C50M10Y50K15
C70M10Y65K60

Guide only -

PASCOL / Fashion Colours Int & Ext 11/94 single.fvw
Base: ULTRA DEEP
Can Size: 1 Litre EE 35
Issued : G 1Y 43
Warning : M 4
Undercoat :

Notes :
Inspirations Nowra 84 Worrigee St NOWRA NSW 2541
Ph: 02 4421 7177
04-May-2017 08:09
Dulux

Stir thoroughly and check colour before application. MEL ← upper main walls
LONDONDERRY
DULUX / Master Palette single.fvw
Base: VIVID WHITE
Can Size: 1 Litre EE 56
Issued : G 34
Warning :
Undercoat :

Notes : Strip 095 72276
Inspirations Nowra 84 Worrigee St NOWRA NSW 2541
Ph: 02 4421 7177
04-May-2017 08:08
Dulux

Stir thoroughly and check colour before application. MEL ←
CHATEAU
HAYMES / Interior Colour Expressions single.fvw
Base: VIVID WHITE
Can Size: 1 Litre EE 14
Issued : G 5.25
Warning : M 0.50
Undercoat :

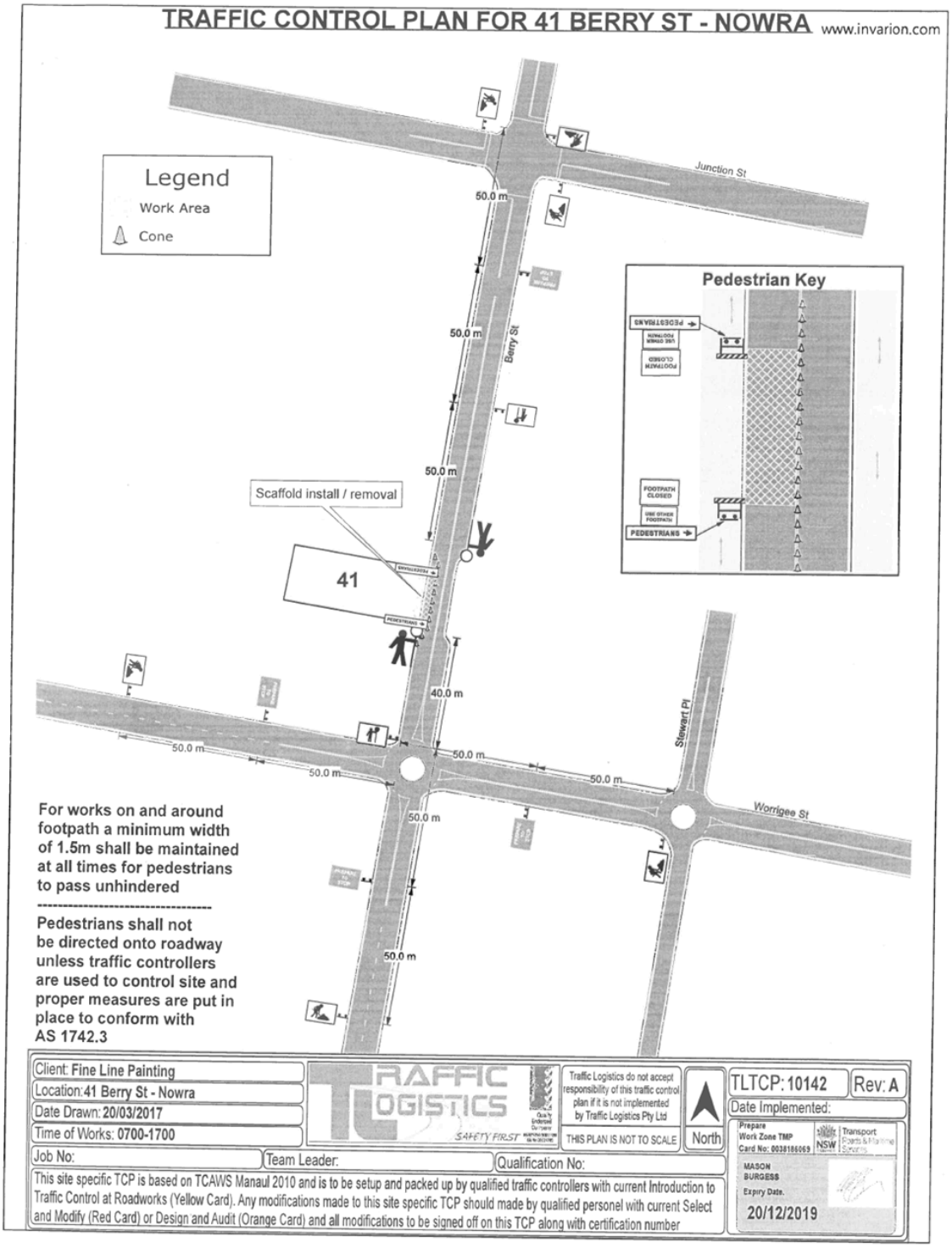
Notes :
Inspirations Nowra 84 Worrigee St NOWRA NSW 2541
Ph: 02 4421 7177
04-May-2017 08:09
Dulux

Stir thoroughly and check colour before application. MEL
DYNASTY
PASCOL / Old Colours single.fvw
Base: ULTRA DEEP
Can Size: 1.50 Litre B 36
Issued : C 3Y 48
Warning : M 6
Undercoat :

Notes : 1981 PAINEX
Inspirations Nowra 84 Worrigee St NOWRA NSW 2541
Ph: 02 4421 7177
04-May-2017 08:07
Dulux

Stir thoroughly and check colour before application. MEL
TURQUOISE BLUE
PASCOL / Traditional Heritage Colour Chart single.fvw
Base: VIVID WHITE
Can Size: 1.50 Litre B 16.50
Issued : C 54
Warning : EE 12
Undercoat :

Notes :
Inspirations Nowra 84 Worrigee St NOWRA NSW 2541
Ph: 02 4421 7177
04-May-2017 08:08
Dulux



CBD17.36 - Attachment 2