

Neilsen, Andrew

From: [REDACTED]@purdon.com.au]
Sent: Sunday, 1 July 2012 8:00 AM
To: Ellis, Greg
Cc: Drummond, Richard
Subject: Tradies Car Park

Gents

I refer to your request for an agreement by the Tradies Club for use of part of their basement car park on Block 28 Section 34 Dickson as a temporary public car park.

We understand this request is part of a wider temporary parking plan being initiated by EDD associated with the sale of land in Dickson and anticipated loss of surface parking during the construction period.

Can confirm that the Tradies Club would be willing to make part of their basement parking available, provided that EDD meet the cost of suitable signage and that adequate spaces are reserved for use by hotel guests and staff parking. Club members will also have full access to basement parking.

We also understand that the Club reserves the right to withdraw this space from general public use at its own discretion.

A plan showing the parking layout and spaces available for temporary public use will be sent to your office by separate email.

Please note that all interim public parking will be treated by the Club as paid parking and of the spaces available will be treated as a non-violation of parking provisions as per the Club's lease conditions.

Written confirmation of these arrangements from EDD will be required by the Club prior to implementation.

Regards

[REDACTED]
Purdon Associates Pty Ltd
3/9 McKay St Turner ACT 2612
[REDACTED]

Planning Sustainable Futures

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Mundy, Graham

From: Drummond, Richard
Sent: Thursday, 13 September 2012 5:18 PM
To: [REDACTED]
Subject: RE: Land Sale - Tender Docs Block 20 Section 34 Dickson
Attachments: RFT Block 20 Section 34 Dickson 13 Sep 2012.pdf; Contract for Sale Block 20 Section 34 Dickson.pdf; Special Conditions Block 20 Section 34 Dickson.pdf; PDA Block 20 Section 34 Dickson 13 Sept 2013.pdf; Proforma Deed of Unconditional Undertaking.pdf; Attachment B - Block 20 Section 30 Dickson - Layout Plan.pdf; Attachment C _LDA Urban Design Guidelines_Dickson S34.pdf

[REDACTED]

Further to your enquiry, please find attached documentation relating to the RFT for Block 20 Section 34 Dickson

If you have any queries please forward them by email to myself.

Could you provide me with Steve Brennan's email address

Regards

Richard Drummond | Consultant Project Manager |
| phone: (02) 6207 0274 | fax: (02) 6207 0123 | mob: 0402 262 626
Economic Development Directorate | ACT Government |

From: [REDACTED]@purdon.com.au]
Sent: Sunday, 9 September 2012 12:37 PM
To: Drummond, Richard
Cc: [REDACTED]@thetradies.com.au
Subject: Land Sale - Tender Docs Block 20 Section 34 Dickson

Hi Richard

Could you please issue a full set of documents to my office and to Steve Brennan (CEO Tradies)

Regards



Purdon Associates Pty Ltd

[REDACTED]

www.purdon.com.au

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Drummond, Richard

From: [REDACTED]@purdon.com.au]
Sent: Friday, 14 September 2012 12:06 PM
To: Drummond, Richard
Cc: [REDACTED]@thetradies.com.au
Subject: Tender Block 20 Section 34 Dickson

Hi Richard

Could you please confirm closing date for Tender.

Page 8 of RFT document says Thurs 15 November. Flyer download says 8 November.

Which is correct?

Regards



Purdon Associates Pty Ltd

www.purdon.com.au

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Drummond, Richard

From: Drummond, Richard
Sent: Friday, 5 October 2012 2:00 PM
To: Drummond, Richard
Cc: Ellis, Greg
Subject: Block 20 Section 34 Dickson
Attachments: Draft Variation 311, Dickson Group Centre.pdf; DV311
Factsheet-_Dickson_Group_Centre_copy.pdf; Interim_effect_Factsheet_-_Nov11.pdf

Dear All,

Clarification Number One

- a) The closing date for the lodgement of Tenders is 2:00 pm Thursday 15 November 2012
- b) Respondents are required to replace the existing car parking on the site and provide additional car parking generated by the proposed uses consistent with the Territory Plan.
- c) A copy of the Draft Variation 311 is attached

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Drummond, Richard

From: Drummond, Richard
Sent: Friday, 5 October 2012 2:01 PM
To: Friedewald, Greg
Cc: Ellis, Greg
Subject: FW: Block 20 Section 34 Dickson
Attachments: Draft Variation 311, Dickson Group Centre.pdf; DV311
Factsheet-_Dickson_Group_Centre_copy.pdf; Interim_effect_Factsheet_-_Nov11.pdf

Greg,

Could we update the EDD web site with this info for the Block 20 Section 34 Dickson RFT (The car park to the north of the Tradies Club).

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

From: Drummond, Richard
Sent: Friday, 5 October 2012 2:00 PM
To: Drummond, Richard
Cc: Ellis, Greg
Subject: Block 20 Section 34 Dickson

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Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

18 September 2012



Territory Plan Variation Unit
GPO Box 1908
Canberra ACT 2601

BY EMAIL - terrplan@act.gov.au

Dear Sir/Madam

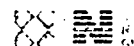
RE: Draft Territory Plan Variation 311 (Dickson Group Centre Precinct Code)

We refer to the Draft Territory Plan Variation 311. As you are aware The Tradesmen's Union Club ("the Tradies") lodged a representation to DTPV 311 on Monday 10 September. On Saturday 8 September the Economic Development Directorate released a request for tender (RFT) for the sale of Block 20 Section 34 Dickson, comprising the car park immediately north of the Tradesmen's Union Club ('the Tradies') existing club facilities. The substance of the RFT is such that the Tradies feel it necessary to submit this addendum to their earlier representation. We would be grateful for your confirmation of receipt.

The RFT is subject to various requirements to be fulfilled by the successful tenderer; specifically the provision of a 1300m2 public plaza on the corner of Dickson Place and Badham Street, and the provision of a laneway access around the southern fringe of Block 20. The laneway is ostensibly to provide pedestrian access between Dickson Place and Badham Street, but will also to provide two way vehicular access to the Tradies frontage and basement car park entrance from Dickson Place. One way vehicular access is provided to Badham Street. The RFT is supported by a document entitled 'Intended Design and Development Outcomes'. ***We note that this document has not been approved by ESDD and commentary within the RFT documents suggest that its proposals were prepared prior to the release of DTPV311.***

The proposals presented in the RFT documentation and their relationship to the Proposed Precinct Code require clarification. ***Specifically the RFT documentation does not advise whether the laneway access along the southern edge of Block 20 is required in place of, or in addition to, the road described by the proposed Precinct Code.*** If the laneway access is required in place of the road described by figures 3 and 10 of the Precinct Code, the need for Control 29 of the Precinct Code falls away. Control 29 should likewise fall away, or its terms and supporting figures revised to make it clear that the proposed laneway access required by the RFT meets this requirement.

In our previous representation we noted a possible error in Control 29; the control currently refers to an indicative cross section for Badham Street, whereas it might be more appropriate to refer to Figure 12 which comprises an indicative cross section for the 'Cape Street extension'. We requested that this be

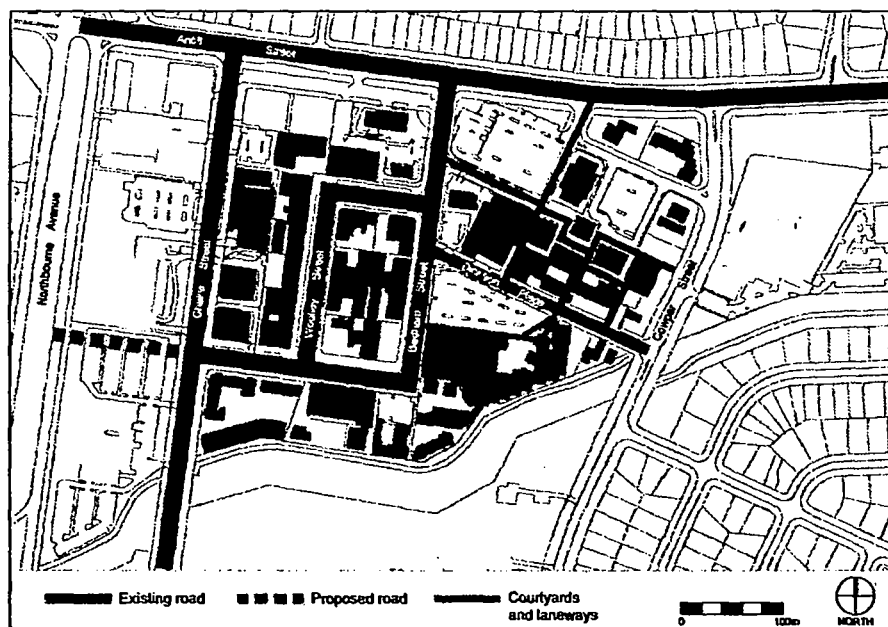




clarified. Either way, the layouts illustrated on the RFT's Proposed General Arrangement Plan and in the 'Intended Design and Development Outcomes' do not marry with any of the indicative cross sections contained in the Proposed Precinct Code. This leads us to the conclusion that the proposed laneway access is required *in addition* to the proposed road.

If this is the case, ***we query the underlying urban design rationale and benefits that these proposals will bring to Dickson Group Centre.*** While supportive of proposals to increase connectivity within the Centre, the relative benefits of progressing both proposals appear minimal. If implemented, the proposals will provide an additional two roadways through Section 34, providing vehicles with three separate options for traversing the approximate 200 metres between Cape Street and Dickson Place. Pedestrians will have the fourth option of traversing through or around the edge of the pedestrian plaza. The provision of a greater number of connections does not necessarily result in greater connectivity, and may in fact undermine urban design outcomes by altering the road pattern and relationship of blocks relative to one another.

FIGURE 1 – OPTIONS TO TRAVEL BETWEEN DICKSON PLACE AND BADHAM STREET



Option 1 – Cape Street to Dickson Place via Badham Street

Option 2 – Cape Street to Dickson Place via the proposed road through Block 28

Option 3 – Cape Street to Dickson Place via Badham Street and the proposed laneway on Block 20

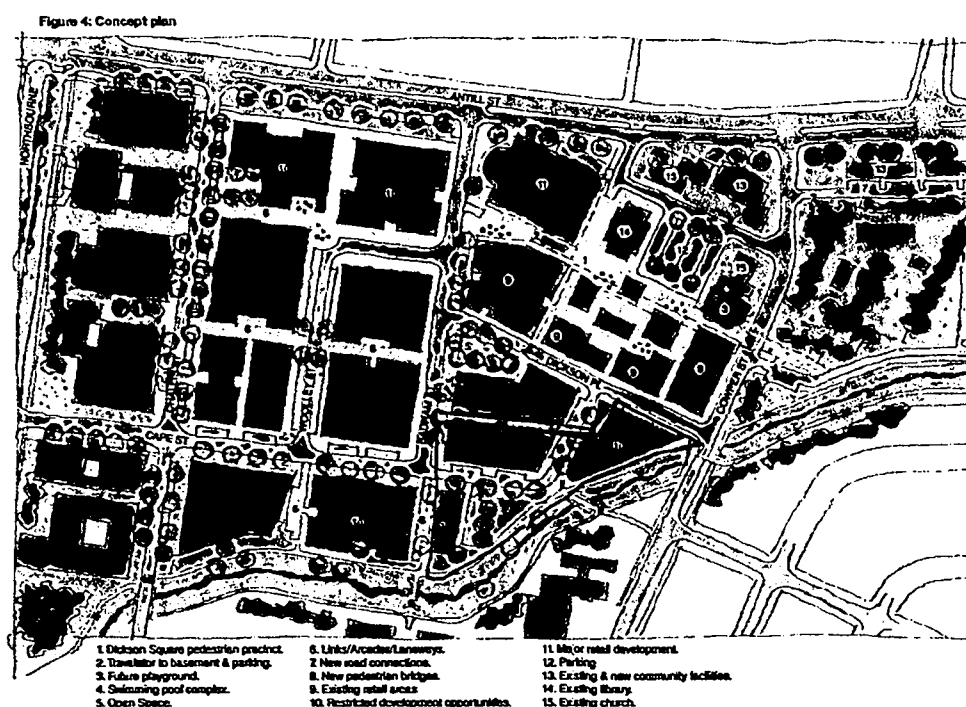
Note – pedestrian access will also be available through the pedestrian plaza

This arrangement will also result in the creation of two new intersections at the southern end of Badham Street, resulting in a total of seven intersections along the 280m² length of Badham Street.¹ The proposed laneway appears to connect into the same unnamed extension of Dickson Place as the proposed road, creating yet another new intersection. Collectively the proposals will significantly alter the traffic management regime in place in Dickson. We query whether these proposals have been fully

¹ The six intersections are :- Cape Street/Badham Street/Proposed Road, Badham Street/Proposed Laneway, Badham Street/Dickson Place, Badham Street/Wooley Street, Badham Street/Carpark Access, Badham Street/Antill Street Side Road, Badham Street/Antill Street.

scoped with TAMS, and if so, what the impact of additional intersections (with additional queuing locations) will have on traffic flows within this part of the centre.

FIGURE 2 – PROPOSALS CONTAINED WITHIN THE DICKSON URBAN PLANNING & DESIGN FRAMEWORK



In the above context we request your immediate advice on the following points:-

1. Whether the RTF proposals are in addition to or in place of the requirement to provide a connecting road between Cape Street and Dickson Place as per Control 29 of the Proposed Dickson Centre Precinct Code.



2. If the RFT proposals are in addition to the Precinct Code requirements, the urban design considerations underpinning this proposal including any public consultation undertaken, and any advice received from TAMS regarding the traffic management implications of the proposal;
3. If the RFT proposals satisfy the requirements of Control 29 of the Proposed Precinct Code to provide a connecting road between Cape Street and Dickson Place, confirmation that Control 29 will either be deleted as having been satisfied, or amended to make this clear.

Should you have any queries regarding the discussion in the attached document, please do not hesitate to contact Rebecca Stockley on 6230 7855.

Yours sincerely,

Knight Frank Town Planning (ACT/NSW)



CC. [Redacted] The Tradies.

Neilsen, Andrew

From: [REDACTED]@thetradies.com.au]
Sent: Thursday, 18 October 2012 11:44 AM
To: Dawes, David
Cc: Drummond, Richard; Ellis, Greg
Subject: Block 20 Section 34 Dickson
Attachments: 2012 10 18 Initial Questions on RFT.pdf

Hi David,

We refer to the RFT for Blk 20 Sect 34 Dickson and confirm that we require clarification and direction on several points in order to deal with the RFT. Please find attached a schedule of questions relative to the RFT and we look forward to your prompt response. Original will be supplied by post.

Thank you for your assistance

Best Regards,

Stephen



Stephen Brennan
CFO
The Tradies Group

WEB thetradies.com.au

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Mr David Dawes
CEO
Economic Development Directorate
Challis St
DICKSON

CC ~~Greg Ellis~~; Richard Drummond (EDD)

Dear Sir,

As you are aware, the Tradies Club in Dickson has a vital interest in securing ownership of Block 20 to facilitate its redevelopment plans for an exciting mixed use development on a consolidated site in the southern part of Dickson Group Centre.

In responding to the RFT issued by EDD, a number of questions have been identified that require clarification.

We would appreciate your earliest written response to the following matters and acknowledgment of this request. We assume your responses will be broadcast to all interested parties and do not have any concerns about confidentiality about the authorship of these questions.

The major questions for clarification are as follows:

1. Addendum #1 issued on 5 October requires replacement of existing car parking on the site and DV311 refers to retaining existing level of car parking. Exactly what number of car spaces are required to be available for public use following development of the site?
2. We understand that the Precinct Code requires the replacement of all existing on site car parking. Do the 154 replacement spaces have to be provided to the public on the same commercial/duration of stay terms or can these be set by the operator?
3. Given the importance of Block 20 parking for Club patronage, what interim parking arrangements will be required if Block 20 is to be developed?
4. Attachment B to the RFT is described as a layout plan is this the same document as the Site Constraints Map which is meant to comprise Attachment B to the RFT?
5. Due to the delayed settlement period will you allow/authorise the buyer to deal with ACTPLA prior to completion of settlement?
6. What is the position with respect to the possible presence of asbestos contaminated soil on the site? What environmental studies have been undertaken to determine the suitability of the land for residential purposes? Will this information be tabled as an addenda prior to close of Tender?

Mr. Drummond,
Pls prepare
draft response.
JF.

7. The contract cover page refers to inclusive/exclusive but clause 25.1 says price is exclusive of GST. Please clarify.
8. When will the specimen form of the Crown Lease be provided?
9. The Precinct Plan illustrates the Park as if it were a deep rooted Park. This would conflict with the ability to accept a basement extending under the park (to the road reservation). Can we have written confirmation from TAMS that they will accept a basement extending under the park (to the road reservation), so that the park becomes a stratum block?
10. Addendum #1 provides a copy of Draft Variation 311 which you have advised has interim effect. Does this mean that both the Current Territory Plan and draft variation 311 will need to be complied with?
11. If Block 28 (Tradies Club) was redeveloped for residential apartments (consistent with Dickson master plan), what impact would this have on permitted building height for Block 20 to avoid overshadowing on Block 28?
12. Special Condition 36 states that the Buyer takes all risk on planning matters including possible changes to the Territory Plan. Does the development of Block 20 constitute a redevelopment for the purposes of Rule 2.1? If so, how does the restricted access laneway meet the requirements of the roadway pattern shown on figure 2 of DV311?
13. The Layout Plan (Attachment B) shows a 3 metre distance from the kerb to the site boundary. Rule 15 of DV311 specifies a minimum 5 metre setback from the boundary to the building line. Rule 7 states that buildings are to be built to the front boundary. The intended design and development outcomes are unclear. What is the required setback of buildings from the kerb and property boundary?
14. The RFT (section 3(h)) includes a number of uses which are not permitted under DV311 namely business agency, community activity centre, financial establishment and public agency. Please explain how this can be the case in light of DV311 having interim effect.
15. The Land is located in section 34 which requires a mandatory 2 storey height limit (rule 29) except where the roadway pattern in DV311 is complied with. The intended design and development guidelines appear to have an inconsistent roadway pattern involving additional entries/exits from Badham and Dickson Streets. Does this mean that a 2 storey height limit applies to the existing Tradies Land?
16. Will clause 5.5 of the Project Delivery Agreement be deleted? If not what hourly rates will form the basis of charges for the approvals process.
17. Item 5 of Schedule 2 of the Project Delivery Agreement suggests that the \$1,000,000 in security will not be returned until the development is complete (not just the park). Is that correct?
18. Schedule 3 of the Project Delivery Agreement refers to Design Guidelines. Are these guidelines the intended design and development outcomes document or something different?
19. Is there an Environmental Management Plan for the Land? If not, will clauses 6 and 7 of Schedule 3 of the Project Delivery Agreement be deleted?
20. Will the LDA agree to amending the definition of Compliance Date in the Project Delivery Agreement so as to allow extensions of the completion covenants to be factored in?
21. The description of Developer's Works in the project Delivery Agreement table refers to a pedestrian right of way but Attachment B shows vehicle movements and differing widths. Are the description of works and that shown on Attachment B meant to be the same? How does this then fit in with the intended design and development outcomes which identify works in the urban open space but not shown on Attachment B?
22. The RFT 3(g) states that there is to be no development without car parking being replaced. This is not identified in the Project Delivery Agreement as a requirement. How is it proposed to enforce this requirement? Will it be included in the Crown lease?

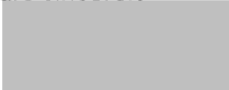
23. Please clarify the amount of deposit to be paid under the RFT?
24. Is the proposed laneway on the southern side of Block 20 in addition to or in place of the proposed roadway illustrated in the Dickson Precinct Code?
25. The proposed laneway appears to connect into the same unnamed arm of Dickson Place as the roadway proposed by the Dickson Precinct Code. Do the minimum dimensions presented on the General Arrangement Plan take into account requirements for an intersection between the laneway and roadway at this location? Has the need for traffic management at this location been considered and can you advise TAMS requirements in this regard?
26. Who is responsible for the construction and maintenance of the proposed laneway?
27. Is any additional traffic management likely to be required at the Badham Street/laneway intersection?
28. Will the successful tenderer for Block 20 be required to maintain existing access to the Tradies Club entrance off Block 20 open to the public at all times during any construction process?
29. Will the successful tenderers of Block 20 be permitted to excavate along the frontage of the Tradies Club for basement parking. If so, how close to the property boundary will this excavation be permitted?
30. Is the successful tenderer entitled to full commercial revenues from the operation of the car park prior to the commencement of development or will this be shared with the Government?
31. Given ongoing emphasis on more sustainable modes of transport, can you advise if there have been any discussions with TAMS regarding a reduced level of onsite parking provision in this location? If so, what were the outcomes of those discussions? Alternatively, has TAMS indicated whether or not parking generated by future activities must be provided in addition to, or as part of, replacement parking?
32. The Precinct Code does not permit business agency, community activity centre, financial establishment or public agency facing Badham Street however the proposed lease purpose clause does not appear to make this distinction. If the lease is issued in its current form, will it be possible to establish these uses facing Badham Street and or the pocket park?
33. The height of future development is limited to the lowest of 20m or RL595, including rooftop plant/lift overruns etc. Noting Clause 3(k) of the RFT document, will the site be surveyed and the existing RL confirmed before the RFT closes and the survey plan issued as an addendum?
34. The document 'Intended design and development outcomes' envisages a highly articulated frontage and roof line. Can the full 14000m2 GFA be achieved within a mandatory 6 storey height limit given these parameters? Do you have any concept plans illustrating how this can be achieved on site?
35. The document 'Intended design and development outcomes' has not been endorsed by ESDD. Has it been reviewed by ESDD for consistency with the Precinct Code? Will ESDD's endorsement be forthcoming prior to closure of the RFT and participants advised?
36. The 'Intended Design and Development Outcomes' document states that blank frontages are discouraged to Badham Street and Dickson Place, and that 'blank frontage along the proposed street will be minimised as much as possible'. Figure 1 states that 'Non-active uses are permissible' along the southern elevation. The proposed lease clause requires active frontages at ground floor along the pedestrian access way. A blank wall can create community safety problems. Can you please clarify the intention in this regard? How does this interface with the Precinct Code which requires secondary active frontages in this area? Will any blank frontages be entertained facing towards the Tradies site? Or is there a requirement to maintain an active frontage around the entire periphery of the site?

37. Can you confirm that the plaza will be assessed as a 'pedestrian parkland' in terms of TAMS Urban Design standards?
38. The design standards indicate the provision of street trees in the laneway, and shade trees within the plaza. What size/type trees are envisaged? Have these been selected with due regard to the verge width? Will requirements to provide deep root planting limit the extent of basement levels?
39. Is there any expectation by TAMS to retain the existing trees around the periphery of the development site?
40. The design standards indicate that the laneway will comprise shared vehicle/pedestrian way, even where two way traffic is contemplated. Has any consideration been given to the number of vehicles utilising this area relative to pedestrian safety?
41. Clause 3(i) of the RFT requires the successful tenderer to excise the parkland from the land. Clause (h)(iii) requires a public access easement be provided by the lessees over the area delineated as parkland. Can you please confirm which requirement applies?
42. Clause 3(j)(iii) requires the provision of a public easement over the access way following its completion. Has this been cleared by ACTPLA leasing, having regard to Section 306 of the Planning and Development Act?
43. Noting clause 3(k) of the RFT and also Rule 18 of the Proposed Precinct Code, will the developer of Block 20 be required to prepare noise management studies as part of the DA assessing the potential for noise impacts on future residents from adjoining Club and surrounding group centre activities? Has EPA offered any advice in this regard?
44. The site is located close to an existing service station. Noting clause 3(k) of the RFT, will site contamination assessments be made available during the RFT period?
45. Noting the Government's reintroduction of penalties for failing to adhere to commence and complete clauses, and the relatively restrictive 24 and 36 month commence and complete clauses, would the Government consider negotiating alternative commence and complete clauses?
46. Assessment Criteria C3 requires tenderers to submit a schematic development plan for the site. In light of Assessment Criteria 4, can you confirm whether this is to be consistent with the Territory Plan, Proposed Territory Plan Variation 311 or the Dickson Master Plan?
47. Assessment Criteria C4 requires tenders to demonstrate compliance with the Dickson Master Plan. Can you confirm whether this should also be interpreted as demonstrating compliance with TPV311 Dickson Centre Precinct Code?

We look forward to your earliest response on all of the above matters to enable all respondents to complete an unambiguous submission to the RFT.

Please call my office should you wish to discuss any of the above matters.

Yours sincerely


Stephen Brennan
CFO
Tradies Group

18 October 2012

Drummond, Richard

From: Drummond, Richard
Sent: Tuesday, 30 October 2012 12:14 PM
To: [REDACTED]@ljh.com.au'
Subject: FW: Block 20 Section 30 Dickson
Attachments: Draft Report SIR V3 Compiled 121-153.pdf.pdf; Draft Report SIR V3 Compiled 1-63.pdf.pdf; Draft Report SIR V3 Compiled 64-101.pdf.pdf

From: Drummond, Richard
Sent: Tuesday, 30 October 2012 12:08 PM
To: Ellis, Greg
Cc: Drummond, Richard
Subject: Block 20 Section 30 Dickson

(r All

Addendum Number One (part one)

Please find attached a copy of the Site Investigation Report for the site which has been prepared by Indesco.

The email will be sent in two parts.

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Neilsen, Andrew


From: Drummond, Richard
Sent: Tuesday, 30 October 2012 12:08 PM
To: Ellis, Greg
Cc: Drummond, Richard
Subject: Block 20 Section 30 Dickson
Attachments: Draft Report SIR V3 Compiled 121-153.pdf.pdf; Draft Report SIR V3 Compiled 1-63.pdf.pdf; Draft Report SIR V3 Compiled 64-101.pdf.pdf

Dear All

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The email will be sent in two parts.

 ards

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| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Drummond, Richard

From: Drummond, Richard
Sent: Tuesday, 30 October 2012 12:09 PM
To: Ellis, Greg
Cc: Drummond, Richard
Subject: Block 20 Section 30 Dickson
Attachments: Draft Report SIR V3 Compiled 102-120.pdf.pdf

Dear All

Addendum Number One (part two)

Please find attached a copy of the Site Investigation Report for the site which has been prepared by Indesco.

The email will be sent in two parts.

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Drummond, Richard

From: MAILER-DAEMON
To: [REDACTED]@ljh.com.au
Sent: Tuesday, 30 October 2012 12:08 PM
Subject: Undeliverable: Block 20 Section 30 Dickson

Delivery has failed to these recipients or groups:

[REDACTED]

A problem occurred during the delivery of this message to this e-mail address. Try sending this message again. If the problem continues, please contact your helpdesk.

Diagnostic information for administrators:

Generating server: [REDACTED]

[REDACTED]

< #5.0.0 X-Spam-&Virus-Firewall; message size 11289123 exceeds size limit 10485760 of server
[REDACTED] > #SMTP#

Original message headers:

[REDACTED]

From: "Drummond, Richard" <Richard.Drummond@act.gov.au>

To: "Ellis, Greg" <Greg.Ellis@act.gov.au>

CC: "Drummond, Richard" <Richard.Drummond@act.gov.au>

Subject: Block 20 Section 30 Dickson

Thread-Topic: Block 20 Section 30 Dickson

[REDACTED]



Undelivered
Message

Neilsen, Andrew

From: Drummond, Richard
Sent: Tuesday, 30 October 2012 2:12 PM
To: Ellis, Greg
Subject: Block 20 Section 34 Dickson - response to tradies 20 + 20 +7 questions
Attachments: 20121018 Questions on RFT Blk 20.docx

Greg,

Proposed response to Tradies 47 questions. We can deal with 37 question immediately and I need 5 responses from GSO and 5 responses from ESDD .

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Neilsen, Andrew

From: [REDACTED]@purdon.com.au]
Sent: Thursday, 1 November 2012 4:39 PM
To: Drummond, Richard
Cc: Stephen Brennan
Subject: Block 20 Dickson RFT

Hi Richard

Thanks for the Indesco addendum.

I note in this addendum that the plan showing the site for basement excavations does not extend to the edges of Block 20.

Can you please confirm that the Indesco basement boundary is the one to be adopted for any development of the site

Regards



Purdon Associates Pty Ltd

www.purdon.com.au

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Neilsen, Andrew

From: [REDACTED]
Sent: Monday, 5 November 2012 9:57 AM
To: Drummond, Richard
Cc: [REDACTED]
Subject: RE: Block 20 Section 30 Dickson

Richared

Thank you for the Report details below together with the appendices also sent.

Regards

[REDACTED]

From: Drummond, Richard [<mailto:Richard.Drummond@act.gov.au>]
Sent: Tuesday, 30 October 2012 12:09 PM
To: Ellis, Greg
Cc: Drummond, Richard
Subject: Block 20 Section 30 Dickson

Dear All

Addendum Number One (part two)

Please find attached a copy of the Site Investigation Report for the site which has been prepared by Indesco.

The email will be sent in two parts.

Regards

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phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

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Economic Development Directorate | ACT Government |

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Neilsen, Andrew

From: Drummond, Richard
Sent: Tuesday, 6 November 2012 11:08 AM
To: Ellis, Greg
Cc: Huetter, Pierre
Subject: Block 20 Section 34 Dickson

Dear All,

[REDACTED]

We have received a series of questions from one of the respondents and set out the questions and responses (in blue) below;

1. Addendum #1 issued on 5 October requires replacement of existing car parking on the site and DV311 refers to retaining existing level of car parking. Exactly what number of car spaces are required to be available for public use following development of the site?

The minimum number of publicly-accessible car parking spaces on block 20 section 34 Dickson would have to comply with the Territory Plan. As the consultation report and recommendation for the government on DV311 are still being prepared by ESDD, all queries on DV311 and the code would be best directed to ACTPLA. EDD would support that a minimum of 84 spaces be available for public use.

2. We understand that the Precinct Code requires the replacement of all existing on site car parking. Do the 154 replacement spaces have to be provided to the public on the same commercial/duration of stay terms or can these be set by the operator?

See above and terms for access and use for the replacement public car park is to be agreed with the Territory agency responsible for transport planning.

3. Given the importance of Block 20 parking for Club patronage, what interim parking arrangements will be required if Block 20 is to be developed?

The ACT Government will shortly announce an interim car parking strategy to provide alternate car parking options and parking sites whilst Block 21 Section 30 and Block 20 Section 34 Dickson are redeveloped.

4. Attachment B to the RFT is described as a layout plan is this the same document as the Site Constraints Map which is meant to comprise Attachment B to the RFT?

Yes.

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EDD would have no objections to the buyer dealing with ACTPLA prior to completion of settlement.

6. What is the position with respect to the possible presence of asbestos contaminated soil on the site? What environmental studies have been undertaken to determine the suitability of the land for residential purposes? Will this information be tabled as an addenda prior to close of Tender?

Refer to the Indesco SIR report.

7. The contract cover page refers to inclusive/exclusive but clause 25.1 says price is exclusive of GST. Please clarify.

The sale price is to be exclusive of GST. LDA would consider selling the site on the margin scheme if requested by the purchaser.

8. When will the specimen form of the Crown Lease be provided?

The specimen form of the Crown Lease will be released to the Preferred Tenderer after the RFT has closed.

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TAMS written confirmation is not available but it is envisaged that plantings in the park will not be deep rooted so as to allow a basement extending under the park.

10. Addendum #1 provides a copy of Draft Variation 311 which you have advised has interim effect. Does this mean that both the Current Territory Plan and draft variation 311 will need to be complied with?

Yes for the relevant period noted in the draft variation.

11. If Block 28 (Tradies Club) was redeveloped for residential apartments (consistent with Dickson master plan), what impact would this have on permitted building height for Block 20 to avoid overshadowing on Block 28?

The developer of Block 20 will need to address this in any development application submitted to ACTPLA.

12. Special Condition 36 states that the Buyer takes all risk on planning matters including possible changes to the Territory Plan. Does the development of Block 20 constitute a redevelopment for the purposes of Rule 2.1? If so, how does the restricted access laneway meet the requirements of the roadway pattern shown on figure 2 of DV311?

For the reasons noted earlier, queries on the draft precinct code would be best made to ACTPLA. However, the access laneway shown in Attachment B has been implemented to ensure access to the existing entrance of the Tradies Club is not unduly restricted.

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All setbacks have to be consistent with the Territory Plan. For the reasons noted above, queries on provisions in the draft code would be best made to ACTPLA.

14. The RFT (section 3(h)) includes a number of uses which are not permitted under DV311 namely business agency, community activity centre, financial establishment and public agency. Please explain how this can be the case in light of DV311 having interim effect.

DV311 restricts uses at the ground floor along certain frontages, including Badham St, shown in the draft precinct code. Notwithstanding that the uses are restricted on these frontages, they are still permitted on the lease. This is not inconsistent with section 3(h).

15. The Land is located in section 34 which requires a mandatory 2 storey height limit (rule 29) except where the roadway pattern in DV311 is complied with. The intended design and development guidelines appear to have an inconsistent roadway pattern involving additional entries/exits from Badham and Dickson Streets.

Under the proposed precinct code in DV 311 development will continue to be limited to 2 storeys unless the new road identified in the precinct code is provided (see R29/ C29 of draft Dickson Group Centre Precinct Code in DV 311). The road identified in the RFT is not the one identified in the draft precinct code so will not affect the height limits. For the reasons noted above, queries on this matter would be best directed to ACTPLA.

16. Will clause 5.5 of the Project Delivery Agreement be deleted? If not what hourly rates will form the basis of charges for the approvals process.

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The owner of the Land will be required to prepare a EMP

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The pedestrian right of way and the Attachment B are the same and are such that the right of way is to allow for both pedestrian and vehicle movements in a manner consistent with the intended design and development outcomes

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The onus will be upon the successful tenderer to provide a plan for how alternative car parking will be provided whilst the land is being redeveloped. The requirements for replacement car parking are likely to be captured in the Project Delivery Agreement but this will be negotiated with the successful tenderer based upon their proposal.

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Refer to the Indesco SIR report.

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The Owner of Block 20.

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The land will remain in the ownership of the Territory until settlement. Thereafter revenues from any continuing car park operations will be at the discretion of the Owner

31. Given ongoing emphasis on more sustainable modes of transport, can you advise if there have been any discussions with TAMS regarding a reduced level of onsite parking provision in this location? If so, what were the outcomes of those discussions? Alternatively, has TAMS indicated whether or not parking generated by future activities must be provided in addition to, or as part of, replacement parking?

No discussions in relation to this matter have been undertaken with the Territory agency responsible for transport planning. This will be a matter between the Landowner and the relevant agency

32. The Precinct Code does not permit business agency, community activity centre, financial establishment or public agency facing Badham Street however the proposed lease purpose clause does not appear to make this distinction. If the lease is issued in its current form, will it be possible to establish these uses facing Badham Street and or the pocket park?

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36. The 'Intended Design and Development Outcomes' document states that blank frontages are discouraged to Badham Street and Dickson Place, and that 'blank frontage along the proposed street will be minimised as much as possible'. Figure 1 states that 'Non-active uses are permissible' along the southern elevation. The proposed lease clause requires active frontages at ground floor along the pedestrian access way. A blank wall can create community safety problems. Can you please clarify the intention in this regard? How does this interface with the Precinct Code which requires secondary active frontages in this area? Will any blank frontages be entertained facing towards the Tradies site? Or is there a requirement to maintain an active frontage around the entire periphery of the site?

Further to the response to question 35, the draft precinct code contains specific provisions for locations shown as primary and secondary frontages. Where an area is not shown as either of these classifications, as in the case of the southern boundary of block 20, then development would be assessed against the relevant codes in the Territory Plan, including the Crime Prevention through Environmental Design general code.

37. Can you confirm that the plaza will be assessed as a 'pedestrian parkland' in terms of TAMS Urban Design standards?

No. Refer to 14.3.4 "Design Standards for Urban Infrastructure"

38. The design standards indicate the provision of street trees in the laneway, and shade trees within the plaza. What size/type trees are envisaged? Have these been selected with due regard to the verge width? Will requirements to provide deep root planting limit the extent of basement levels?

The developer will be required to submit landscape plans for assessment with a development application.

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No.

46. Assessment Criteria C3 requires tenderers to submit a schematic development plan for the site. In light of Assessment Criteria 4, can you confirm whether this is to be consistent with the Territory Plan, Proposed Territory Plan Variation 311 or the Dickson Master Plan?

Yes.

47. Assessment Criteria C4 requires tenders to demonstrate compliance with the Dickson Master Plan. Can you confirm whether this should also be interpreted as demonstrating compliance with TPV311 Dickson Centre Precinct Code?

Yes.

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

From: Drummond, Richard
Sent: Friday, 5 October 2012 2:00 PM
To: Drummond, Richard
Cc: Ellis, Greg
Subject: Block 20 Section 34 Dickson

Dear All,



- a) The closing date for the lodgement of Tenders is 2:00 pm Thursday 15 November 2012
- b) Respondents are required to replace the existing car parking on the site and provide additional car parking generated by the proposed uses consistent with the Territory Plan.
- c) A copy of the Draft Variation 311 is attached

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Neilsen, Andrew

From: [REDACTED]
Sent: Wednesday, 7 November 2012 11:40 AM
To: Drummond, Richard
Cc: [REDACTED]
Subject: RE: Block 20 Section 34 Dickson

Thanks Richard

for your advice below.

Regards

[REDACTED]

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Economic Development Directorate | ACT Government |

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Sent: Friday, 5 October 2012 2:00 PM

To: Drummond, Richard

Cc: Ellis, Greg

Subject: Block 20 Section 34 Dickson

Dear All,



- a) The closing date for the lodgement of Tenders is 2:00 pm Thursday 15 November 2012
- b) Respondents are required to replace the existing car parking on the site and provide additional car parking generated by the proposed uses consistent with the Territory Plan.
- c) A copy of the Draft Variation 311 is attached

Regards

Richard Drummond | Consultant Project Manager|

| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626

| Economic Development Directorate | ACT Government |

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Neilsen, Andrew

From: Drummond, Richard
Sent: Tuesday, 13 November 2012 3:10 PM
To: Ellis, Greg
Cc: Friedewald, Greg; Huetter, Pierre
Subject: Block 20 Section 34 Dickson

Dear All

[REDACTED]

This is to advise that the closing date for the lodgement for Request for Tender has been extended to 2:00 pm on the 26th of November 2012.

The date to notify the successful tender will be extended to Friday 7th of December 2012

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Drummond, Richard

From: Drummond, Richard
Sent: Wednesday, 14 November 2012 4:32 PM
To: Ellis, Greg
Cc: Huetter, Pierre; Friedewald, Greg
Subject: Block 20 Section 34 Dickson
Attachments: Specimen Crown Lease Block 20 Section 34 Dickson.pdf

Dear All



Please find attached a copy of the Specimen Crown Lease that will form part of the Contract of Sale.

Regards

Richard Drummond | Consultant Project Manager|
| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626
Economic Development Directorate | ACT Government |

Neilsen, Andrew

From: [REDACTED]@purdon.com.au]
Sent: Thursday, 15 November 2012 7:03 AM
To: Drummond, Richard
Subject: Block 20 Section 34 Dickson - Clarification

Good morning Richard

In relation to your recent inquiry about the Tradies questions for clarification dated 12 (?) Nov 12, please note the following comments:

1. The reference to **executive summary** is to the Indesco report and specifically the words which are:
Creation of a park of 1,300m² in the north western corner in accordance with the specimen lease. The park is to be retained within the private lease area.
2. Query 1 of the Club's second round of queries is that this is inconsistent with what was previously advised in Clarification Number 2 of 6 November which was: "41. Clause 3(i) of the RFT requires the successful tenderer to excise the parkland from the land. Clause (h)(iii) requires a public access easement be provided by the lessees over the area delineated as parkland."

The question being sought was: Can you please confirm which requirement applies? The successful tenderer will be required to excise the parkland from the land.
3. The draft specimen lease (page 9) confirms what is set out in the Indesco executive summary ie PROVIDED THAT not less than 1,300 square metres of parkland shall be provided on the north-west corner of the land and at all times accessible to the public;
4. Also I note that the commercial accommodation use in the Lease is limited to hotel "Page 9 - commercial accommodation use RESTRICTED TO hotel". Why have **motel and serviced apartments** been explicitly deleted when these are included in the Territory Plan definition of "commercial accommodation"?

Hope this helps?



Purdon Associates Pty Ltd

www.purdon.com.au

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Drummond, Richard

From: Drummond, Richard
Sent: Friday, 23 November 2012 5:11 PM
To: Ellis, Greg
Cc: Huetter, Pierre
Subject: Block 20 Section 34 Dickson

Dear All

Clarification to responses

Please find set out below clarification and additional information as a result of further questions raised by one of the respondents

(The park will be transferred to TAMS as outlined in the previous response to question 41. The final form of the Crown Lease is expected to be amended to reflect that the parkland will ultimately be excised from the lease.

It is not proposed to amend the land offered for sale. The site will be subject to final survey prior to completion of the sale process.

The Indesco Report will be current at the time of exchange of contracts and if required a certificate of currency will be provided at the time of exchange.

(There is no DCP applying to Dickson. The existing Territory Plan limits development to 2 storeys in the CZ3 area. The draft precinct code retains the current provision for part section 34 between Dickson Place and Badham Street unless the road identified in the Dickson group centre precinct code is constructed.

ESDD has advised EDD that it proposes to amend the precinct code and map to clarify that basement parking will be permissible under the proposed park.

The Territory will not indemnify the prospective purchaser in relation to any of the reports prepared as part of the site investigation .

The uses will be as set out in the specimen Crown Lease.

An interim car parking strategy is being prepared by the ACT Government which will be released after this RFT has closed and it is intended to meet displaced car parking during the development of both Block 21 Section 20 and Block 20 Section 34 Dickson. The cost of temporary car parking will be dealt with in relation to the sale of Block 21 Section 20 Dickson.

Questions relating to the Territory Plan and Draft Variation 311 should be directed in writing to Garrick Calnan, Senior Manager Territory Plan Review and Implementation (garrick.calnan@act.gov.au).

Richard Drummond | Consultant Project Manager|

| phone: (02) 6207 0274| fax: (02) 6207 0123| mob: 0402 262 626

Economic Development Directorate | ACT Government |

Response to Tradies Letter

Dear Sir,

We thank you for your recent queries and respond as follows:

1. The executive summary refers to the park being retained within the private lease. This is inconsistent with the answer to question 41 in clarification number 2. Which is correct?

The park will be transferred to TAMS as outlined in the response to question 41. The final form of the Crown Lease is expected to be amended to reflect that the parkland will ultimately be excised from the lease.

2. The executive summary also refers to a proposed adjustment to the site boundary. Is it proposed to amend the land offered for sale to adopt this recommendation?

It is not proposed to amend the land offered for sale. The site will be subject to final survey prior to completion of the sale process.

3. In the introduction Indesco has agreed to warrant the currency of its report for 3 months. In light of the fact that settlement will not occur for (possibly) a number of years does this mean that buyers cannot rely upon the report?

The report will be current at the time of exchange of contracts and if required a certificate of currency will be provided at the time of exchange.

4. In the land use planning section there is a reference to a 20 metre height limit. This is inconsistent with the advice provided in the answer to question 15 in clarification number 2 which advises a 2 storey limit unless the road referred to in the DCP is built. This would appear to be a significant omission in the report.

There is no DCP applying to Dickson. The existing Territory Plan limits development to 2 storeys in the CZ3 area. The draft precinct code retains the current provision for part section 34 between Dickson Place and Badham Street unless the road identified in the Dickson group centre precinct code is constructed.

5. It is noted that the above is not identified as a constraint in section 16 of the report. Has this been raised with Indesco?

See response to Question 4 above

6. The report (section 7.3) makes an assumption that basement car parking will be available under the park which appears to ignore the fact that the park is zoned PRZ1 and a car park is a prohibited use within this zone. Our understanding of zoning is that it applies both above and below the surface of the land. In addition you state that "TAMS written confirmation is not available" - have they been asked the question?

ESDD has advised that it proposes to amend the precinct code and map to clarify that basement parking will be permissible under the proposed park.

7. Was any testing done for contamination of any of the samples taken as part of the geotechnical investigation? This would seem to have been prudent in light of the references in the report prepared by Douglas partners who did both the geotechnical and contamination reports) to the adjoining dry cleaners and service station. The report refers to chemical odours from 3 metres for bore 1 but this does not seem to be explained. It is also noted that the report is unable to be relied upon by buyers so can arrangements be made to assign the benefit of these reports to buyers? Will the ACT Government as Vendor indemnify the prospective purchaser? The Territory will not indemnify the prospective purchaser

Testing for contamination was undertaken as part of the site investigation. The Territory will not indemnify the prospective purchaser.

8. The traffic report prepared by Bob Nairn states that due to shortage of car spaces that "it is recommended that the Club, Drink Establishment, Restaurant and Hotel land uses avoided or deleted from the lease". Is it proposed that this recommendation will be ignored?

The traffic report for the masterplan was prepared by SMEC and doesn't make these recommendations. The recommendation in the Bob Nairn report will be ignored.

9. The current carpark is also a facility available to the current adjoining leaseholder who includes these clauses in their lease and this will, in our view, impact on car parking amenity in the area. Can you please confirm that your position re car parking spaces is as stated in your response?

Yes the response is as per the earlier response.

10. The traffic report also states that "The 133 parking spaces in the existing car park must be replaced" and that "196 spaces will need to be found off-site". This seems at odds with the answer to question 1 in clarification number 2 that EDD would support 84 car spaces as needing to be replaced. Does this mean that the buyer will not have to accommodate on site both the existing 133 car spaces as well as the car parking generated by the uses identified in any development application?

ESDD previously noted that the parking provision would have to comply with the Territory Plan. EDD would be prepared to support the position that only 84 car spaces need replacing. The final arbiter will be TAMS consistent with the Territory Plan.

11. In the answer to question 3 of clarification number 2 you state an announcement will be made "shortly" as to an interim car parking strategy. Will this be made available prior to the RFT process closing?

No

12. Will the buyer of Block 20 be responsible to pay the cost of implementing this car parking strategy or will the ACT Government pick up the cost of displaced parking due to any development of Block 20?

The interim car parking strategy is intended to meet displaced car parking during the development of both Block 21 Section 20 and Block 20 Section 34 Dickson. The cost of temporary car parking will be dealt with in relation to the sale of Block 21 Section 20 Dickson.

13. In the answer to question 15 of clarification number 2 our interpretation is that a mandatory 2 storey height limit applies unless the road through Block 28 is provided. Is our interpretation correct?

As noted at question 4 above, the existing Territory Plan limits development to 2 storeys in the CZ3 area. The draft precinct code retains the current provision for part section 34 between Dickson Place and Badham Street unless the road identified in the Dickson Group Centre precinct code is constructed.

14. In response to questions numbered 1, 2, 12, 13, 31 my understanding is that you have suggested that we formally ask ACTPLA, can you please advise the person to whom these questions can be formally addressed to obtain a formal answer?

Questions relating to the Territory Plan and Draft Variation 311 should be directed in writing to Garrick Calnan, Senior Manager Territory Plan Review and Implementation (garrick.calnan@act.gov.au).

1. Addendum #1 issued on 5 October requires replacement of existing car parking on the site and DV311 refers to retaining existing level of car parking. Exactly what number of car spaces are required to be available for public use following development of the site?

The minimum number of publicly-accessible car parking spaces on block 20 section 34 Dickson would have to comply with the Territory Plan. As the consultation report and recommendation for the government on DV311 are still being prepared by ESDD, all queries on DV311 and the code would be best directed to ACTPLA. EDD would support that a minimum of 84 spaces to be available for public use.

2. We understand that the Precinct Code requires the replacement of all existing on site car parking. Do the 154 replacement spaces have to be provided to the public on the same commercial/duration of stay terms or can these be set by the operator?

See above and terms for access and use for the replacement public car park is to be agreed with the Territory agency responsible for transport planning.

3. Given the importance of Block 20 parking for Club patronage, what interim parking arrangements will be required if Block 20 is to be developed?

The ACT Government will shortly announce an interim car parking strategy to provide alternate car parking options and parking sites whilst Block 21 Section 30 and Block 20 Section 34 Dickson are redeveloped.

4. Attachment B to the RFT is described as a layout plan is this the same document as the Site Constraints Map which is meant to comprise Attachment B to the RFT?

Yes.

5. Due to the delayed settlement period will you allow/authorise the buyer to deal with ACTPLA prior to completion of settlement?

EDD would have no objections to the buyer dealing with ACTPLA prior to completion of settlement.

6. What is the position with respect to the possible presence of asbestos contaminated soil on the site? What environmental studies have been undertaken to determine the suitability of the land for residential purposes? Will this information be tabled as an addenda prior to close of Tender?

Refer to the Indesco SIR report.

7. The contract cover page refers to inclusive/exclusive but clause 25.1 says price is exclusive of GST. Please clarify.

The sale price is to be exclusive of GST. LDA would consider selling the site on the margin scheme if requested by the purchaser.

8. When will the specimen form of the Crown Lease be provided?

The specimen form of the Crown Lease will be released to the Preferred Tenderer after the RFT has closed.

9. The Precinct Plan illustrates the Park as if it were a deep rooted Park. This would conflict with the ability to accept a basement extending under the park (to the road reservation). Can we have written confirmation from TAMS that they will accept a basement extending under the park (to the road reservation), so that the park becomes a stratum block?

TAMS written confirmation is not available but it is envisaged that plantings in the park will not be deep rooted so as to allow a basement extending under the park.

10. Addendum #1 provides a copy of Draft Variation 311 which you have advised has interim effect. Does this mean that both the Current Territory Plan and draft variation 311 will need to be complied with?

Yes for the relevant period noted in the draft variation.

11. If Block 28 (Tradies Club) was redeveloped for residential apartments (consistent with Dickson master plan), what impact would this have on permitted building height for Block 20 to avoid overshadowing on Block 28?

The developer of Block 20 will need to address this in any development application submitted to ACTPLA.

12. Special Condition 36 states that the Buyer takes all risk on planning matters including possible changes to the Territory Plan. Does the development of Block 20 constitute a redevelopment for the purposes of Rule 2.1? If so, how does the restricted access laneway meet the requirements of the roadway pattern shown on figure 2 of DV311?

For the reasons noted earlier, queries on the draft precinct code would be best made to ACTPLA. However, the access laneway shown in Attachment B has been implemented to ensure access to the existing entrance of the Tradies Club is not unduly restricted.

13. The Layout Plan (Attachment B) shows a 3 metre distance from the kerb to the site boundary. Rule 15 of DV311 specifies a minimum 5 metre setback from the boundary to the building line. Rule 11 Setback states that buildings are to be built to the front boundary. The intended design and development outcomes are unclear. What is the required setback of buildings from the kerb and property boundary?

All setbacks have to be consistent with the Territory Plan. For the reasons noted above, queries on provisions in the draft code would be best made to ACTPLA.

14. The RFT (section 3(h)) includes a number of uses which are not permitted under DV311 namely business agency, community activity centre, financial establishment and public agency. Please explain how this can be the case in light of DV311 having interim effect.

DV311 restricts uses at the ground floor along certain frontages, including Badham St, shown in the draft precinct code. Notwithstanding that the uses are restricted on these frontages, they are still permitted on the lease. This is not inconsistent with section 3(h).

15. The Land is located in section 34 which requires a mandatory 2 storey height limit (rule 29) except where the roadway pattern in DV311 is complied with. The intended design and development guidelines appear to have an inconsistent roadway pattern involving additional entries/exits from Badham and Dickson Streets.

Under the proposed precinct code in DV 311 development will continue to be limited to 2 storeys unless the new road identified in the precinct code is provided (see R29/ C29 of draft Dickson Group Centre Precinct Code in DV 311). The road identified in the RFT is not the one identified in the draft precinct code so will not affect the height limits. For the reasons noted above, queries on this matter would be best directed to ACTPLA.

16. Will clause 5.5 of the Project Delivery Agreement be deleted? If not what hourly rates will form the basis of charges for the approvals process.

Clause 5.5 will not be deleted. It has been included to allow LDA to recover its costs, including costs for any consultant fees, associated with endorsing subsequent development applications. LDA is unable to specify an hourly rate because the fee will be based upon cost recovery and will depend upon, for example, whether a consultant is engaged and what their costs are.

17. Item 5 of Schedule 2 of the Project Delivery Agreement suggests that the \$1,000,000 in security will not be returned until the development is complete (not just the park). Is that correct?

Yes, the security will be released upon issue of the final Certificate of Occupancy, issue of the Compliance Certificate or issue of a report in accordance with Schedule 3, whichever is later.

18. Schedule 3 of the Project Delivery Agreement refers to Design Guidelines. Are these guidelines the intended design and development outcomes document or something different?

They are the Intended Design and Development Outcomes.

19. Is there an Environmental Management Plan for the Land? If not, will clauses 6 and 7 of Schedule 3 of the Project Delivery Agreement be deleted.

The owner of the Land will be required to prepare a EMP

20. Will the LDA agree to amending the definition of Compliance Date in the Project Delivery Agreement so as to allow extensions of the completion covenants to be factored in?

No. The owner of the Land can seek extensions to the completion covenants as required

21. The description of Developer's Works in the project Delivery Agreement table refers to a pedestrian right of way but Attachment B shows vehicle movements and differing widths. Are the description of works and that shown on Attachment B meant to be the same? How does

this then fit in with the intended design and development outcomes which identify works in the urban open space but not shown on Attachment B?

The pedestrian right of way and the Attachment B are the same and are such that the right of way is to allow for both pedestrian and vehicle movements in a manner consistent with the intended design and development outcomes

22. The RFT 3(g) states that there is to be no development without car parking being replaced. This is not identified in the Project Delivery Agreement as a requirement. How is it proposed to enforce this requirement? Will it be included in the Crown lease?

The onus will be upon the successful tenderer to provide a plan for how alternative car parking will be provided whilst the land is being redeveloped. The requirements for replacement car parking are likely to be captured in the Project Delivery Agreement but this will be negotiated with the successful tenderer based upon their proposal.

23. Please clarify the amount of deposit to be paid under the RFT?

10% of purchase price

24. Is the proposed laneway on the southern side of Block 20 in addition to or in place of the proposed roadway illustrated in the Dickson Precinct Code?

Separate to the proposed roadway illustrated in the Code.

25. The proposed laneway appears to connect into the same unnamed arm of Dickson Place as the roadway proposed by the Dickson Precinct Code. Do the minimum dimensions presented on the General Arrangement Plan take into account requirements for an intersection between the laneway and roadway at this location? Has the need for traffic management at this location been considered and can you advise TAMS requirements in this regard?

Refer to the Indesco SIR report.

26. Who is responsible for the construction and maintenance of the proposed laneway?

The Owner of Block 20.

27. Is any additional traffic management likely to be required at the Badham Street/laneway intersection?

Refer to the Indesco SIR report

28. Will the successful tenderer for Block 20 be required to maintain existing access to the Tradies Club entrance off Block 20 open to the public at all times during any construction process?

This is a DA issue but it is intended that the pedestrian walkway immediately adjoining the Tradies Club at the southern boundary of the subject site will be required to be maintained at all times

29. Will the successful tenderers of Block 20 be permitted to excavate along the frontage of the Tradies Club for basement parking. If so, how close to the property boundary will this excavation be permitted?

This is a DA issue but it is intended that the pedestrian walkway immediately adjoining the Tradies Club at the southern boundary of the subject site will not be disturbed with excavation under the pathway.

30. Is the successful tenderer entitled to full commercial revenues from the operation of the car park prior to the commencement of development or will this be shared with the Government?

The land will remain in the ownership of the Territory until settlement. Thereafter revenues from any continuing car park operations will be at the discretion of the Owner

31. Given ongoing emphasis on more sustainable modes of transport, can you advise if there have been any discussions with TAMS regarding a reduced level of onsite parking provision in this location? If so, what were the outcomes of those discussions? Alternatively, has TAMS indicated whether or not parking generated by future activities must be provided in addition to, or as part of, replacement parking?

No discussions in relation to this matter have been undertaken with the Territory agency responsible for transport planning. This will be a matter between the Landowner and the relevant agency

32. The Precinct Code does not permit business agency, community activity centre, financial establishment or public agency facing Badham Street however the proposed lease purpose clause does not appear to make this distinction. If the lease is issued in its current form, will it be possible to establish these uses facing Badham Street and or the pocket park?

See response to question 14.

33. The height of future development is limited to the lowest of 20m or RL595, including rooftop plant/lift overruns etc. Noting Clause 3(k) of the RFT document, will the site be surveyed and the existing RL confirmed before the RFT closes and the survey plan issued as an addendum?

No

34. The document 'Intended design and development outcomes' envisages a highly articulated frontage and roof line. Can the full 14000m2 GFA be achieved within a mandatory 6 storey height limit given these parameters? Do you have any concept plans illustrating how this can be achieved on site?

It is the responsibility of each respondent to satisfy themselves as to the development potential of the site.

35. The document 'Intended design and development outcomes' has not been endorsed by ESDD. Has it been reviewed by ESDD for consistency with the Precinct Code? Will ESDD's endorsement be forthcoming prior to closure of the RFT and participants advised?

The design guidelines released with the RFT do not require ESDD's endorsement as it neither constitutes an application nor forms part of the Territory Plan with which development proposals must be consistent.

36. The 'Intended Design and Development Outcomes' document states that blank frontages are discouraged to Badham Street and Dickson Place, and that 'blank frontage along the proposed street will be minimised as much as possible'. Figure 1 states that 'Non-active uses are permissible' along the southern elevation. The proposed lease clause requires active frontages at ground floor along the pedestrian access way. A blank wall can create community safety problems. Can you please clarify the intention in this regard? How does this interface with the Precinct Code which requires secondary active frontages in this area? Will any blank frontages be entertained facing towards the Tradies site? Or is there a requirement to maintain an active frontage around the entire periphery of the site?

Further to the response to question 35, the draft precinct code contains specific provisions for locations shown as primary and secondary frontages. Where an area is not shown as either of these classifications, as in the case of the southern boundary of block 20, then development would be assessed against the relevant codes in the Territory Plan, including the Crime Prevention through Environmental Design general code.

37. Can you confirm that the plaza will be assessed as a 'pedestrian parkland' in terms of TAMS Urban Design standards?

No. Refer to 14.3.4 "Design Standards for Urban Infrastructure"

38. The design standards indicate the provision of street trees in the laneway, and shade trees within the plaza. What size/type trees are envisaged? Have these been selected with due regard to the verge width? Will requirements to provide deep root planting limit the extent of basement levels?

The developer will be required to submit landscape plans for assessment with a development application.

39. Is there any expectation by TAMS to retain the existing trees around the periphery of the development site?

See Indesco SIR.

40. The design standards indicate that the laneway will comprise shared vehicle/pedestrian way, even where two way traffic is contemplated. Has any consideration been given to the number of vehicles utilising this area relative to pedestrian safety?

See Indesco SIR.

41. Clause 3(i) of the RFT requires the successful tenderer to excise the parkland from the land. Clause (h)(iii) requires a public access easement be provided by the lessees over the area delineated as parkland. Can you please confirm which requirement applies?

The successful tenderer will be required to excise the parkland from the land.

42. Clause 3(j)(iii) requires the provision of a public easement over the access way following its completion. Has this been cleared by ACTPLA leasing, having regard to Section 306 of the Planning and Development Act?

Section 306 of the *Planning and Development Act 2007* is concerned with subleasing and is not relevant to the issue of public access easements. The easement will be registered in accordance with section 103B of the *Land Titles Act 1925*.

43. Noting clause 3(k) of the RFT and also Rule 18 of the Proposed Precinct Code, will the developer of Block 20 be required to prepare noise management studies as part of the DA assessing the potential for noise impacts on future residents from adjoining Club and surrounding group centre activities? Has EPA offered any advice in this regard?

The developer of Block 20 will be required to comply with the Territory Plan as amended.

44. The site is located close to an existing service station. Noting clause 3(k) of the RFT, will site contamination assessments be made available during the RFT period?

See Indesco SIR.

45. Noting the Government's reintroduction of penalties for failing to adhere to commence and complete clauses, and the relatively restrictive 24 and 36 month commence and complete clauses, would the Government consider negotiating alternative commence and complete clauses?

No.

46. Assessment Criteria C3 requires tenderers to submit a schematic development plan for the site. In light of Assessment Criteria 4, can you confirm whether this is to be consistent with the Territory Plan, Proposed Territory Plan Variation 311 or the Dickson Master Plan?

Yes.

47. Assessment Criteria C4 requires tenders to demonstrate compliance with the Dickson Master Plan. Can you confirm whether this should also be interpreted as demonstrating compliance with TPV311 Dickson Centre Precinct Code?

Yes.

Dear All,

Please find set out below clarification and additional information as a result of further questions raised by one of the respondents

The park will be transferred to TAMS as outlined in the previous response to question 41. The final form of the Crown Lease is expected to be amended to reflect that the parkland will ultimately be excised from the lease.

It is not proposed to amend the land offered for sale. The site will be subject to final survey prior to completion of the sale process.

The Indesco Report will be current at the time of exchange of contracts and if required a certificate of currency will be provided at the time of exchange.

There is no DCP applying to Dickson. The existing Territory Plan limits development to 2 storeys in the CZ3 area. The draft precinct code retains the current provision for part section 34 between Dickson Place and Badham Street unless the road identified in the Dickson group centre precinct code is constructed.

ESDD has advised EDD that it proposes to amend the precinct code and map to clarify that basement parking will be permissible under the proposed park.

The Territory will not indemnify the prospective purchaser in relation to any of the reports prepared as part of the site investigation .

The uses will be as set out in the specimen Crown Lease.

An interim car parking strategy is being prepared by the ACT Government which will be released after this RFT has closed and it is intended to meet displaced car parking during the development of both Block 21 Section 20 and Block 20 Section 34 Dickson. The cost of temporary car parking will be dealt with in relation to the sale of Block 21 Section 20 Dickson. Questions relating to the Territory Plan and Draft Variation 311 should be directed in writing to Garrick Calnan, Senior Manager Territory Plan Review and Implementation (garrick.calnan@act.gov.au).



IMPORTANT NOTICE

ADDENDUM 1 TO REQUEST FOR TENDER FOR SALE OF BLOCK 20 SECTION 34 DICKSON

Please note the following additional information for the above Request for Tender (RFT):

1. The closing date for the receipt of tenders has been extended until **2.00pm (Canberra Time)** on **[date]**.
2. The specimen lease for Block 20 Section 34 Dickson is provided at Attachment 1 to this addendum notice.

Tenderers should note that while the specimen lease comprises the essential terms and conditions under which the Authority may issue the Crown Lease it will not be endorsed by the Authority until the Prescribed Conditions have been approved, and the Territory and the Authority reserve the right to amend the terms and conditions before the Lease is signed.

For further information, please contact me, as the contact officer who is also named in this RFT.

Richard Drummond
Economic Development Directorate
richard.drummond@act.gov.au
Phone: 02 6207 0274
Fax: 02 6207 0123
Mobile: 0402 26 26 26

Date