

TRAFFIC CONSULTANT'S BRIEF**BACKGROUND**

Blacktown City Council is in receipt of a Development Application for the construction of 7 multi-level residential flat buildings at Lot 42, DP 1004176, H/N 8 Myrtle Street, Prospect. The proposed development constitutes "Regional Development" requiring referral to a Joint Regional Planning Panel (JRPP) as it has a Capital Investment value of more than \$20m. As such, while Council is responsible for the assessment of the Development Application, determination of the application is the statutory responsibility of the Sydney West JRPP.

A Development Assessment Report was prepared by Council Officers recommending that the development be approved subject to appropriate conditions of consent. The Assessment Report was considered by Council at its Ordinary Meeting on 7 December 2011. At that meeting, the Council resolved that the Application should be refused on the basis of bulk, scale and traffic generation.

On 13 December 2011 the Council Officer's Development Assessment Report was forwarded to the Panel for its consideration. At the conclusion of the meeting, the Panel deferred its determination of the matter, pending the submission of an independent Traffic Report and independent Urban Design Report.

BRIEF

The Sydney West Joint Regional Planning Panel (JRPP) is seeking to engage a suitably qualified and experienced Traffic Consultant to review the traffic issues relating to the abovementioned development proposal. The findings of the Consultant's review are to be forwarded to Blacktown City Council for inclusion in a follow up report to the JRPP for consideration in their final determination of the DA.

KEY TASKS

The Consultant will be required to undertake the following key tasks:

- Review of the proponent's traffic/parking assessment and its validation, and Council's assessment of the proponent's traffic/parking assessment and provide expert advice on whether the applied traffic generation and parking rates are appropriate in relation to the proposal;
- Determine the environmental capacity of the affected streets and intersections in the locality.
- Determine what the likely affects will be on levels of service on affected local streets and intersections, as a result of the proposed development and other developments in the locality (i.e. the cumulative situation).
- Identify improvement(s) needed to the local road network, if any, to achieve a satisfactory level of service to accommodate the traffic generated by the proposed development.

Council will provide copies of the following:

- The Development Application including the Statement of Environmental Effects and development plans;
- The proponents Traffic Assessment Report;

- Comments/conditions from the SRDAC and RTA;
- Minutes and recommendations from the Local Traffic Committee (LTC) Meeting;
- Council's internal traffic assessment;
- A summary of the traffic related objections received as a result of the public consultation process (i.e. Section 11.19, items (a)-(l) of the Council Officer's Development Assessment Report); and
- The Council Officer's Development Assessment report to the JRPP.

TIMETABLE

The duration of this work is expected to be in the order of 4 weeks following the official appointment of the Consultant.

BUDGET

The Consultant will need to provide a cost estimate for the project including all disbursements, attendance at Council meetings, reports and sub-consultants fees (if any).

The response should indicate whether the estimates are inclusive of GST.

COPYRIGHT AND CONFIDENTIALITY

The Consultant will respect copyright provisions and acknowledge the Council's ownership of all contract materials regardless of the form in which they are stored. When the report becomes a document owned by the Council/JRPP, a printed version will be required. The Consultant will acknowledge that any discoveries, inventions, patents, designs or other rights arising from the contractor are the property of the Council/JRPP. The Consultant will ensure a full transfer of knowledge and accreditation of same to the Council/JRPP during the course of the contract.

Copyright of all information, documents and data relating to study will be vested in the Blacktown City Council from the date of signing the Consultancy Agreement.

All work arising out of or in respect to or in any way connected with the consultancy will remain confidential unless and until such release is approved by Council.

TERMS AND CONDITIONS

Contractual Arrangements

Written confirmation of acceptance in accordance with the Brief is required before any work can commence. Any proposed variations to the Brief are to be detailed in the Consultant's response.

Final contract documents will include the Brief, the Consultant's accepted tender/quote and the JRPP and the Consultant's letter of acceptance.

Insurance

The Consultant is responsible for taking out insurance giving cover to them, their employees and any agent engaged by the consultant. Professional Indemnity and Public Liability shall have a minimum cover of \$10 million for each and every event.

The Consultant's employees shall be covered by Workers Compensation as required by the Statute. The successful Consultant shall be expected to produce evidence of cover, noting the interest of the JRPP as principal.

Payment

The principle required to be observed is that the Consultant's tender should identify with clarity, certainty and detail the scope of total payments to be made and received under the Contract.

Valiant Timber and Hardware P/L, being the owner of the land over which this development is proposed, will pay Council the Consultancy Fee specified in the Letter of Engagement prior to the commencement of the independent assessment and in the manner set out in the Letter of Engagement. The Council will hold the fee in trust and pay the Consultant prior to the DA being reported to a Panel Meeting.

Further, in the event that the Consultant identifies that additional work may be required separate to that which is costed in the initial budget, a revised cost estimate detailing the scope of work, the reasons for the variation to the original project budget/methodology and any other points of relevance to the request, is to be presented to Council for approval prior to this additional work being completed by the Consultant.

The Consultancy Fee will only be paid once it is considered by the Council that the terms of the Brief described herein have been fulfilled.

In Case of Dispute

In the event that a dispute arises concerning the requirements of the JRPP's Brief and the final material produced by the Consultant, this will be resolved by a mutually agreed arbiter.

Termination of consultancy

In addition to a recommendation of the project manager to terminate the consultancy, the following contractual conditions which may lead to the Council/JRPP terminating the contract are:

- ☐ **Non Performance:** If the consultant fails to complete the assignment in accordance with the agreement, the Council/JRPP reserves the right to terminate the contract forthwith.
- ☐ **Unethical or unprofessional conduct:** evidence of such will lead to termination of the contract by the Council/JRPP.
- ☐ **Criminal Activity:** Where the consultant is found guilty of dishonest conduct or becomes bankrupt during the consultancy
- ☐ **Unauthorised disclosure of information, non-compliance with secrecy and confidentiality provisions and unauthorised contact with the media;** no public statement of press release shall be issued without the express permission of the Council/JRPP. The consultant shall respect the secrecy and confidentiality of Council information.

- Conflict of Interest: Consultants should declare any potential or actual conflict prior to agreement with Council. If a subsequent disclosure is made this will constitute grounds for termination.

URBAN DESIGN CONSULTANT'S BRIEF

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BRIEF

The Sydney West Joint Regional Planning Panel (JRPP) is seeking to engage a suitably qualified and experienced Urban Design Consultant to review the bulk and scale the abovementioned development proposal. The findings of the Consultant's review are to be forwarded to Blacktown City Council for inclusion in a follow up report to the JRPP for consideration in their final determination of the DA.

KEY TASKS

The Consultant will be required to undertake the following key tasks:

- Provide independent advice on the overall design and bulk/scale of the development proposal, including any appropriate recommendations, should any non-compliances or issues be identified;
- Provide independent advice on the overall design and bulk/scale of the development proposal, giving consideration to the zoning history of the site;
- Determine whether the bulk/scale of the development responds appropriately to the local context (i.e. being the broad suburban context/setting in which the site is placed, not simply just the adjoining/nearby development). The assessment should have regard not only for the current local context, but also for the planned character of the area in the foreseeable future;
- Identify whether the design and scale (in terms of bulk and height) responds appropriately to the immediately adjoining developments; and
- Determine whether the proposal satisfies the 'design quality principles' of SEPP 65, in particular Principle 1: Context, Principle 2: Scale and Principle 3: Built Form.

Council will provide copies of the following:

The Development Application including the Statement of Environmental Effects and development plans;

- The proponents SEPP 65 Assessment;
- A summary of the urban design related objections received as a result of the public consultation process; and
- The Council Officer's Development Assessment report to the JRPP.

TIMETABLE

The duration of this work is expected to be in the order of 4 weeks following the official appointment of the Consultant.

BUDGET

The Consultant will need to provide a cost estimate for the project including all disbursements, attendance at Council meetings, reports and sub-consultants fees (if any).

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