

From: Nicole Barton
Sent: Mon, 24 Nov 2025 21:18:34 +0000
To: ken.carter@penrith.city
Cc: Adrian Estreich
Subject: Fwd: Legal Advice on Planning Approval Pathway - Cook Park Precinct Procurement Documentation [Subject to Legal Professional Privilege]

FYI

Nicole Barton
0422 767 667

Begin forwarded message:

From: Adriana Kleiss <Adriana.Kleiss@penrith.city>
Date: 24 November 2025 at 6:49:22 pm AEDT
To: Nicole Barton <Nicole.Barton@penrith.city>
Cc: Andrew Avery <Andrew.Avery@penrith.city>, Rosanne Taraia <Rosanne.Taraia@penrith.city>, Mitchell Sammut <mitchell.sammut@penrith.city>, Anne Sacco <Anne.Sacco@penrith.city>
Subject: Legal Advice on Planning Approval Pathway - Cook Park Precinct Procurement Documentation [Subject to Legal Professional Privilege]

□

Hi Nicole,

This email provides advice on the appropriate planning approval pathway for the works within the Cook Park Precinct RFT.

Planning Approval Pathway

Summary

1. In my view the proposed works at Cook Park, **other than the grandstand refurbishment**, can be assessed via REF and approved under Part 5 of the EPA Act.
2. The grandstand refurbishment cannot be approved under Part 5.
3. All or some of the works to the existing grandstand **may** be able to be carried out as exempt development under either:
 - a. the *State Environmental Planning Policy (Transport and Infrastructure) 2021* (TI SEPP) if the works meet the descriptions and comply with the development standards set out in [Schedule 1 of the TI SEPP](#), or
 - b. the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP), s2.53 if the works comply with the corresponding development standards in s2.54 and cl.1.1.16 of that SEPP.

4. However, if some or none of the works are exempt, then a development consent under Part 4 of the EPA Act will be required.
5. In my view, the ‘*temporary facilities*’ at Jamison Park can be assessed via REF and approved under Part 5 of the EPA Act. However, I note that the draft REF for the project did not include these works and therefore a separate REF is required.

Detailed Advice

Part 5 of the EPA Act – when it applies

1. Part 5 of the EPA Act requires a public authority to assess the environmental impacts of an ‘*activity*’ (as broadly defined in [s5.1 of the EPA Act](#)) that it proposes to carry out on land. This assessment must be completed before the public authority carries out the activity and before it issues any ‘*approval*’ for an activity. An approval is broadly defined in s5.1 to include any consent, licence, permission, or other form of authorisation.
2. Importantly, for the purposes of Part 5, the following things are **not** an activity:
 - a. Development that an environmental planning instrument states is ‘exempt development’, or
 - b. Development that requires development consent under Part 4 of the Act (and this includes development that can be approved by a complying development certificate).
3. Where an environmental planning instrument provides that certain development is permissible ‘*without development consent*’, this means that the development needs to be assessed under Part 5 of the EPA Act because it falls within the meaning of an ‘*activity*’ as defined in s5.1.
4. When considering the likely impact of an activity under Part 5, the public authority must take into account the ‘*environmental factors*’ specified in any applicable guidelines or otherwise as listed in s171(2) of the EPA Reg. This review is often referred to as a ‘*Review of Environmental Factors*’ or REF.
5. It is important to remember that the REF document is not in itself a Part 5 approval. A Part 5 approval is a decision made by the public authority (usually under delegation), having considered the final REF and determined that the impacts of the proposed activity are acceptable.

Cook Park

1. To be assessed under Part 5 the development needs to be permissible under an environmental planning instrument without development consent.
2. In this case the relevant instrument is the TI SEPP, section 2.73(3) under Division 12 ‘Parks and Reserves’ which provides:

(3) Any of the following development may be carried out by or on behalf of a public authority without consent on land owned or controlled by the public authority—

(a) development for any of the following purposes—

(i) roads, pedestrian pathways, cycleways, single storey car parks, **ticketing facilities**, viewing platforms and pedestrian bridges,

(ii) recreation areas and **recreation facilities (outdoor), but not including grandstands**,

(iii) visitor information centres, information boards and other information facilities,

(iv) **lighting**, if light spill and artificial sky glow is minimised in accordance with the Lighting for Roads and Public Spaces Standard,

(v) **landscaping, including landscape structures or features (such as art work) and irrigation systems**,

(vi) **amenities for people using the reserve, including toilets and change rooms**,

(vii) **food preparation and related facilities for people using the reserve**,

(viii) maintenance depots,

(ix) portable lifeguard towers,

(b) environmental management works,

(c) **demolition of buildings** (other than any building that is, or is part of, a State or local heritage item or is within a heritage conservation area).

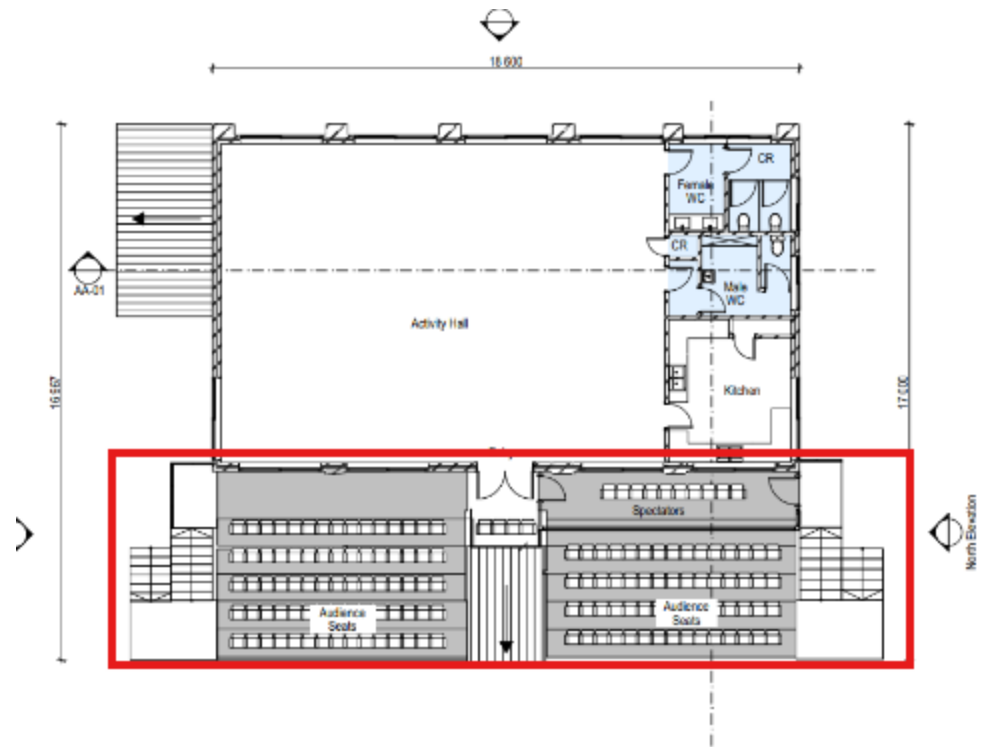
3. On my reading of the Scope of the works as set out in the Final Tender Documents, the works include development for the purposes of the matters identified in **bold** above. Therefore, that work, other than the grandstand refurbishment, is permissible without development consent. However, it must still be assessed via an REF and approved under Part 5 of the EPA Act.
4. In relation to the grandstand refurbishment - while the definition of 'recreation facility (outdoor)' (as set out in the Standard Instrument LEP) would in my view, usually include grandstands, section 7.73(3)(a)(ii) of the TI SEPP expressly excludes development for the purposes of grandstands as being development permissible without consent.
5. I do not think the works to be carried out on the existing grandstand could be considered exempt development under s2.74.
6. It is possible that all or some of the works may be able to be carried out as exempt development pursuant to s2.21(1) of the TI SEPP which states:
 1. Development for a purpose specified in Schedule 1 is exempt development if—
 - a. it is carried out by or on behalf of a public authority, and
 - b. it meets the development standards for the development specified in Schedule 1, and
 - c. it complies with section 2.20.

7. Schedule 1 of the TI SEPP sets out the types of development that can be carried out as exempt under s2.21 if the works comply with the corresponding development standards.
8. It is also possible that some or all of the works may be able to be carried out as exempt development pursuant to s2.53 of the Codes SEPP if the works comply with the corresponding development standards in s2.54 and cl.1.16 of that SEPP.
9. Section 2.53 of the Codes SEPP provides that the following development is exempt:

A minor external non-structural building alteration, such as the following—

- (a) painting, plastering, cement rendering, cladding, attaching fittings or decorative work,*
- (b) the replacement of an external window, glazing areas or a door (other than those on bush fire prone land),*
- (c) the repair to or replacement of a non-structural wall or roof cladding,*
- (d) the installation of a security screen or grill to a door or window or a security door,*
- (e) **the repair to or replacement of a balustrade,***
- (f) **restumping or repairing structure foundations without increasing the height of the structure,***
- (g) **other remedial work necessary to repair or maintain the building,***
is development specified for this code if it is not constructed or installed on or in a heritage item or a draft heritage item or in a heritage conservation area or a draft heritage conservation area.

10. Based on my understanding of what the grandstand works entail, the works identified in **bold** above appear relevant. However, the works must also comply with the development standards in s2.54 and s1.16 of the Codes SEPP. You will need assistance from a planner and/or engineer to complete this assessment. We can assist with any questions about the interpretation/application of the standards as required.
11. For the purposes of the assessment, in my view the ‘grandstand’ is limited to the seating area external to the existing building (referred to as an activity hall on some plans and grandstand building on others), as outlined below:



12. If the outcome of the assessment is that none or only some of the works are exempt under the TI SEPP or Codes SEPP, then a development consent under Part 4 of the EPA Act will be required.
13. Development which is exempt does not require assessment under either Part 4 or Part 5 of the EPA Act.

Jamison Park

1. Based on my understanding of what the temporary facilities at Jamison Park entail, in my view the works are for the purpose of development which is specified in s2.73(3) of the TI SEPP as permissible without consent, being development for the purposes of or ancillary to recreation facilities (outdoor), amenities for people using the reserve, including toilets and change rooms, food preparation and related facilities for people using the reserve.
2. I do not think that the proposed works are exempt under s2.74 of the TI SEPP. In particular, and based on the information available to me, I do not think they would be considered 'temporary structures' as defined by the EPA Act to include 'a booth, tent or other temporary enclosure (whether or not part of the booth, tent or enclosure is permanent), and also includes a mobile structure.'
3. As the works are characterised as development permissible without consent under the TI SEPP, they require assessment via an REF and approval under Part 5 of the EPA Act.

Cook Park RFT - Other Matters

1. In relation to the other issues that I raised with the final RFT documents, I have considered your responses and note:

- a. In relation to Point 1 (relating to the Scope) – the specific issues I identified in my advice and which you have responded to were intended as examples only. I recommend a holistic review of the Scope (as expressed in Attachment 4 and across the documentation) to ensure clarity and consistency. Importantly, I note that Attachment 4 will form part of the Contract and therefore needs to be expressed with certainty. This does not need to be overly prescriptive but must clearly state minimum requirements. Where flexibility is required, you can use language such as *'The following must be delivered.....In addition, Council may require the Contractor to...'*
- b. In relation to Point 2 (temporary facilities) – I appreciate your reasoning for having a single contract however the requirements for the construction and (in particular) maintenance of facilities at Jamieson Park do not fall within the provisions of the Design and Construct contract. We would need to make extensive drafting changes to the contract through special conditions which would be confusing and difficult to manage. For this reason, I recommend two separate contracts. These can fall under the same RFT.

Should you wish to discuss the above or require clarification, please contact me.

Regards,

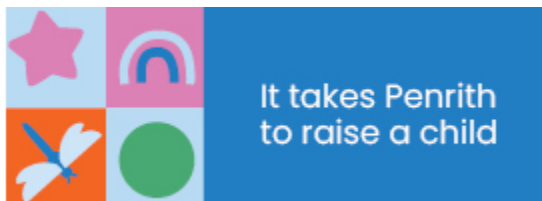
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Childcare Services



From: Nicole Barton <Nicole.Barton@penrith.city>

Sent: Wednesday, 19 November 2025 3:31 PM

To: Adriana Kleiss <Adriana.Kleiss@penrith.city>

Cc: Rosanne Taraia <Rosanne.Taraia@penrith.city>; Sharon Monsiegnur <sharon.monsiegnur@penrith.city>; Anne Sacco <Anne.Sacco@penrith.city>; Mitchell Sammut <mitchell.sammut@penrith.city>; Adam Wilkinson <Adam.Wilkinson@penrith.city>; Tariq Rasheed <Tariq.Rasheed@penrith.city>; Ken Carter <Kenneth.Carter@penrith.city>

Subject: RE: Legal Review - Cook Park Precinct Procurement Documentation
[Subject to Legal Professional Privilege]

Good afternoon Adriana,

Thank you for reviewing and assessing the tender documentation for Cook Park. Please find below (highlighted in red) and attached, our responses and additional information addressing your queries. For ease of reference, here is a summary of the key points:

Overview of 2022 Planning Advice

Early Engagement

In May 2022, Council engaged external planning consultants to review the proposed Cook Park upgrades. This resulted in the *Preliminary Planning Advice on Options (010522)*, which confirmed the zoning (RE1 Public Recreation) and assessed permissibility under the Penrith LEP and SEPP (Transport & Infrastructure).

Approval Pathway Identified

The advice recommended proceeding under Part 5 of the Environmental Planning & Assessment Act 1979 via a Review of Environmental Factors (REF), rather than a Development Application. This approach was based on SEPP provisions allowing recreation facilities and amenities on public reserves without consent.

Scope of Works Considered

The planning review addressed both grandstand refurbishment and new amenities building options, noting that works were permissible without consent except for elements that could be characterised as a “grandstand” under SEPP. These considerations informed subsequent design decisions.

Integration into Design Process

Following this advice, Council had prepared 2 draft REFs (with input from DASO) to reflect consultant recommendations. This ensured environmental and statutory compliance prior to progressing to detailed design and procurement stages.

Our team would be happy to arrange a meeting to discuss this further, should you feel it would be of value.

Regards,

Nicole Barton

Project Supervisor

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From: Adriana Kleiss <Adriana.Kleiss@penrith.city>
Sent: Wednesday, 19 November 2025 8:00 AM
To: Sharon Monsieigneur <sharon.monsieigneur@penrith.city>; Nicole Barton <Nicole.Barton@penrith.city>
Cc: Rosanne Taraia <Rosanne.Taraia@penrith.city>; Mitchell Sammut <mitchell.sammut@penrith.city>; Anne Sacco <Anne.Sacco@penrith.city>; Andrew Avery <Andrew.Avery@penrith.city>
Subject: Legal Review - Cook Park Precinct Procurement Documentation [Subject to Legal Professional Privilege]

Hi Nicole,

I have reviewed the tender documentation and have the following broad comments:

1. The Scope as expressed across various documents requires further work to reduce the risk of variations and contract disputes:
 1. There are inconsistencies in the way the Scope is described between the RFT (Pg 61 – 62) and Attachment 4 – Scope and Brief. The simple solution to this may be to not have any description of the Scope in that section of the RFT and solely rely on Attachment 4. *-The scope narrative provided in the RFT is always intended as a very high-level overview, with the scoping document in attachment 4 being the detailed explanation. I will include a line at the top of the document which states “Works to be undertaken include but are not limited to the following...”*
 2. The description of the deliverables in section 4 of Attachment 4 could be expressed with greater certainty to reduce the likelihood of variations. For example, in Attachment 4 a listed deliverable is ‘Lighting upgrade to field 1’ – this is not sufficient as a description of the deliverable – what works does this involve? A possible solution may include cross referencing the relevant Appendix for stated deliverables. *-Lighting design is attached at appendix 17 and can be referenced in the scoping document more clearly as “refer to appendix 17 for detail”.*
 3. The description of what is required at each Stage as set out in section 7 – Delivery of Design of Attachment 4 is not expressed with certainty. For example, Stage 1 requires delivery of a ‘high level concept set outlining revised scope of works’ – this is vague and could be improved by having minimum requirements and inclusions for the concept set. Another example is the deliverables for Stage 3 – on pg. 20 it states that ‘the documentation set may include (but is not limited to)...’ This does not put in place any minimum requirements or inclusions. - Regarding the clarity of deliverables in Section 7 – Delivery of Design (Attachment 4). We acknowledge the need for greater certainty and minimum requirements at each stage of the design process.
 1. Stage 1 – High Level Concept Set
 1. Given that the design currently sits at the 50% Concept stage, further investigation and

coordination will be required to progress the design for construction. To address concerns about vagueness, we propose the following revised description for the Stage 1 deliverable:

- i. High level concept set outlining the revised scope of works, including as a minimum:
 - ii. Plans that demonstrate an understanding and coordination of all project components.
 - iii. Clear identification of the following elements:
 - a) Field One amenity refurbishment and new building works
 - b) Synthetic field and supporting infrastructure
 - c) Landscape works for the wider precinct
 - d) Circulation and access requirements
 - e) Drainage, flooding, and utilities appreciation
 - f) Contamination considerations
2. This approach ensures that the concept set provides a comprehensive overview and demonstrates coordination across all relevant disciplines.

2. Stage 3 – Documentation Set

- i. Regarding Stage 3, we note your concern about the phrase ‘the documentation set may include (but is not limited to)...’. This wording is standard in design contracts to allow flexibility for additional items that may arise during further design development. While we have indicated a base set of plan requirements necessary to progress the design to construction, specifying every possible deliverable at this stage is challenging due to the evolving nature of the design.
- ii. Being overly prescriptive at this point could inadvertently lead to contract variations if unforeseen requirements emerge. Our intention is to balance clarity with flexibility, ensuring the contractor delivers all essential documentation while allowing for reasonable adjustments as the design matures.

3. Request for Confirmation

- i. Please advise if this revised approach—setting clear minimum requirements while retaining flexibility for additional deliverables—is acceptable. If further detail or specificity is required for any stage, we are happy to incorporate additional requirements as directed.

The Scope includes *'Provision and maintenance of temporary facilities for sporting club at Jamison Park'* – this is problematic for the following reasons: Please see below for clarification and further detail:

- i. 1. Scope and Requirements

- a. Detailed Scope:

1. Section 9 of the Scoping Document provides a comprehensive outline of the works required for the temporary facilities, including maintenance. This section sets out the expectations for the head contractor, covering the types of facilities, maintenance responsibilities, and performance standards.

2. Maintenance Tasks:

- I. The frequency and nature of maintenance tasks (such as grass cutting and amenities cleaning) are not rigidly specified, as these will vary depending on usage and seasonal growth. This flexible approach ensures the facilities remain fit for purpose throughout the hire period.

- b. Attachments and Design Certainty:

1. Attachments 12, 12.1, and 12.2 are intended as guidance and indicative layouts. The final requirements will be confirmed in consultation with the sporting club and Council, and the contractor is expected to propose materials and specifications that meet the functional needs and comply with relevant standards. Any earthworks or additional site preparation will be determined based on the selected facility type and site conditions.

- c. Design Stage Representation:

1. While the RFT states the project is at 50% design stage, the temporary facilities are inherently less prescriptive to allow for contractor innovation and adaptability. The contractor is responsible for ensuring all requirements are met, and any uncertainties should be clarified during the tender process.

d. Contractual Approach and Lessons from Parker Street

1. Parker Street Experience:

2. At Parker Street, temporary facilities were managed under a separate contract. This approach led to significant cost overruns, coordination issues, and delays, largely due to the involvement of multiple contractors and the lack of a single point of accountability. The separation of responsibilities made it difficult to manage timelines and costs effectively and resulted in additional administrative burden for Council.

e. Rationale for Single Contract:

1. To avoid repeating these issues, the provision and maintenance of temporary facilities at Jamison Park are included within the main AS4902 Design and Construct contract. This ensures:
2. A single point of responsibility for both the delivery and maintenance of temporary facilities.
3. Greater cost certainty, as any delays or additional hire/maintenance costs are the responsibility of the head contractor under the lump sum arrangement.
4. Improved coordination and accountability, reducing the risk of variations and disputes.
5. Streamlined administration and communication for Council.

v. Precedent and Consistency:

1. While Parker Street demonstrated the risks of separate contracts, Council has found that including temporary facilities within the main contract on other projects has resulted in better outcomes for cost, time, and quality.

vi. Next Steps and Clarifications

1. Reference Documentation:

2. For further detail, please refer to Section 9 of the Scoping Document and the relevant Attachments. If additional clarity is required regarding materials, specifications, or maintenance standards, these can be addressed during the tender clarification period.

vii. Contractor Responsibilities:

1. The head contractor is expected to manage all aspects of provision, installation, and maintenance

of the temporary facilities, as defined in the scope. Any ambiguities should be raised and resolved prior to contract award.

2. Firstly, the scope of what is required is not expressed clearly in the tender documents. For example, what maintenance works will be required? Does this include tasks such as cutting grass and cleaning amenities? In terms of the facilities required, the Attachments do not express this with certainty. Attachments 12 and 12.2 are not expressed in terms of clear requirements but merely suggestions. Further the layout at Attachment 12.1 does not provide any detail about materials, specifications, whether earthworks is required etc. This is inconsistent with the representation in the RFT that the project is at 50% design stage.
- f. Secondly, in my view these works do not fit within the AS4902 Design and Construct contract. The timeline for the works is different, the site is different, and there is no provision for the ongoing maintenance element. In my view, the provision and maintenance of temporary facilities should sit under a separate contract.

2. Planning Pathway:

1. Section 13 of Attachment 4 states *'The approval pathway for this project is via a Review of Environmental Factors. Council will prepare and exhibit the Review of Environmental Factors. It is the contractor's responsibility to abide by any conditions that are stipulated because of this.'*
 - a. Firstly, it is not advisable to tender for works prior to obtaining planning approval, including due to the risk of variations and delays resulting from any necessary changes to scope and conditions of approval.

Review of Environmental Factors (REF) and Planning Advice

1. *Please find attached the draft REF document, which reflects the planning advice received from our external consultants for this project.*
2. *The final REF will be completed internally by Adrian Estrich from DASO. If preferred by Legal, we can provide the draft REF as an information-only document at this stage, noting that some updates will be required to reflect recent legislative changes.*

ii. 2. Planning Pathway Overview

1. *The upgrade works to the existing grandstand and building at Cook Park Precinct are being delivered by Penrith City Council, which acts as both the landowner and the determining authority.*

2. The works are being assessed under Part 5 of the Environmental Planning & Assessment Act 1979 (EP&A Act). This is the standard pathway for activities carried out by or on behalf of public authorities on public land, where development consent is not required.

iii. 3. Permissibility

1. The site is zoned RE1 Public Recreation under the Penrith Local Environmental Plan (LEP) 2011.

2. The proposed works—including upgrades to the grandstand and amenities—are permissible without development consent under State Environmental Planning Policy (Transport and Infrastructure) 2021 (SEPP T&I), specifically clause 2.73(3) of Division 12. This clause allows councils to carry out development for recreation facilities and amenities on public reserves without the need for consent.

iv. 4. Contractor Responsibilities

1. Once the REF is finalised and exhibited, it will set out any conditions or requirements that must be adhered to during the works.

2. It is the contractor's responsibility to comply with all conditions stipulated in the REF and any subsequent approvals.

b. Secondly, it appears to me that Part 5 is not the appropriate approval pathway for the refurbishment of the grandstand.

1. Refer to appendix 34-Structural condition report. Works to external grandstand include:

1. Concrete Remediation Works (as per Structural Report)

- Cracking and exposed reinforcement on the top surface of the grandstand slab.
- Previous patch repairs to the slab are uneven and not compliant with Standards Australia's handbook for concrete repair (HB84).
- Honeycombing to the underside of the grandstand, indicating poor vibration during original construction.
- Hairline cracks throughout the underside of the slab (at approx. 200–500mm centres).
- Concrete spalling and water damage in some areas, particularly above the Male WC.
- Cracks between stair landings and the grandstand slab (2.5–4mm wide), with recommendations for movement joints to allow for structural movement.

- Exposed reinforcement in multiple locations requiring urgent repair.

1. Other External Works

- Retention and repair of the existing grandstand structure, including the roof and façade.
- Upgrades to external finishes: repainting, new cladding, and weather protection.
- Replacement and installation of new balustrades and handrails to meet current safety standards.
- Refurbishment of external seating and accessible wheelchair seating areas

All works listed above would normally be done under a maintenance schedule by PCC but due to the remaining works proposed for the building, has been included in this project to fall under existing funding allocations..

To be assessed under Part 5 the development needs to be permissible under an environmental planning instrument without development consent. In this case the relevant instrument is the Transport and Infrastructure SEPP, section 2.73(3) under Division 12 'Parks and Reserves' which provides:

(3) Any of the following development may be carried out by or on behalf of a public authority without consent on land owned or controlled by the public authority—

(a) development for any of the following purposes—

(i) roads, pedestrian pathways, cycleways, single storey car parks, ticketing facilities, viewing platforms and pedestrian bridges,

*(ii) recreation areas and recreation facilities (outdoor), **but not including grandstands,***

(iii) visitor information centres, information boards and other information facilities,

(iv) lighting, if light spill and artificial sky glow is minimised in accordance with the Lighting for Roads and Public Spaces Standard,

(v) landscaping, including landscape structures or features (such as art work) and irrigation systems,

(vi) amenities for people using the reserve, including toilets and change rooms,

(vii) food preparation and related facilities for people using the reserve,

(viii) maintenance depots,

(ix) portable lifeguard towers,

(b) environmental management works,

(c) demolition of buildings (other than any building that is, or is part of, a State or local heritage item or is within a heritage conservation area).

c. Assuming that the structure described as a 'grandstand' on the plans is in fact properly characterised as a grandstand (which is not defined in the SEPP), it appears (based on the information available to me) that Council cannot rely on cl2.73(3) to assess those works under Part 5. If this is the case, then it seems to me that a development consent under Part 4 of the EPA Act will be required. This is the case whether or not the works are 'alterations and additions', because it is the ultimate purpose of the works that determines the characterisation of the development for planning purposes. If you have been provided with contrary planning advice, can you please provide a copy of this for my consideration? See above and further clarifications below:

- d. I have not looked into the appropriate planning pathway for the temporary facilities at Jamieson Park. I would need further detail about these works to provide advice, including what is the purpose of the proposed shipping containers shown on the layout in Attachment 12.1. **-Please refer to section 9 of the scoping document. There are planning pathways and approvals that must be followed for the installation of temporary facilities at Jamison Park. These include compliance with Council's internal processes, statutory procurement requirements, utility provider approvals, and any conditions arising from environmental assessments such as the REF. The principal contractor is responsible for ensuring all necessary approvals are obtained and all conditions are met prior to installation.**

It may be beneficial to arrange a meeting to discuss these matters further, particularly points 2 and 3 above. Please contact [@Sharon Monsieigneur](#) to set this up.

Regards,

Adriana Kleiss
Principal Solicitor
Legal Services

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From: Nicole Barton <Nicole.Barton@penrith.city>
Sent: Friday, 31 October 2025 2:03 PM
To: Rosanne Taraia <Rosanne.Taraia@penrith.city>; Legal Requests <legalrequests@penrith.city>
Cc: Ken Carter <Kenneth.Carter@penrith.city>; Steven Baskett <steven.baskett@penrith.city>; Mitchell Sammut <mitchell.sammut@penrith.city>; Anne Sacco <Anne.Sacco@penrith.city>
Subject: Cook Park Precinct Procurement Documentation

Good afternoon,

Please find below the link to the final tender documentation for review by both Legal Services and Procurement prior to release to market.

In line with Legal Services requirements, this request includes the following:

Background: This tender relates to the procurement of a Design & Construct consultant/contractor for the Cook Park Precinct project

Request: We are seeking legal advice on the completeness and compliance of the tender documentation before public release.

Urgency: This request is urgent, with a deadline of 18th November 2025 due to ensure we can release the tender on its scheduled date of 8th December 2025, to make the March 2026 council meeting.

Point of Contact: Myself

Department Sign-Off: This request has been reviewed and approved by the relevant department coordinators.



[Final Tender Documents](#)

Regards,

Nicole Barton
Project Supervisor
Design and Projects

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