



Infrastructure  
Directorate

# APPENDICES

Item 12.3.1 - 12.3.2

## ORDINARY COUNCIL MEETING

To Be Held

Wednesday, 27<sup>th</sup> August 2025  
Commencing at 5.00pm

At

Shire of Dardanup  
ADMINISTRATION CENTRE EATON  
1 Council Drive - EATON

This document is available in alternative formats such as:  
~ Large Print  
~ Electronic Format [disk or emailed]  
Upon request.



RISK ASSESSMENT TOOL								
<b>OVERALL RISK EVENT:</b> <u>State Election Commitment Projects 2025 Update: Eaton Football Club and Eaton Recreation Centre</u> <b>RISK THEME PROFILE:</b> 3 - Failure to Fulfil Compliance Requirements (Statutory, Regulatory) 10 - Management of Facilities, Venues, Events and Services <b>RISK ASSESSMENT CONTEXT:</b> Operational								
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	Financial risk may be difficult to mitigate in the current market.	Moderate (3)	Likely (4)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	There is community expectation that the projects will be completed. By not accepting and signing the agreement this could cause reputational damage to the Shire.	Moderate (3)	Likely (4)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
PROPERTY	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.

**Natalie Hopkins**

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**From:** Suvrat Patel [REDACTED]  
**Sent:** Thursday, 14 August 2025 7:13 AM  
**To:** Nathan Ryder; André Schönfeldt  
**Cc:** Theo Naudé; Maurice Cammack; Stacey Patterson; Manish Gupta; Bruce Walker; Kristin McKechie  
**Subject:** RE: RE: Regional Road Safety Program – Local Roads Tranche 1 - Shire of Dardanup  
**Attachments:** MoU Shire of Dardanup - Henty Road.pdf

**⚠ CAUTION:** This email originated from outside the Shire of Dardanup. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. Do NOT enter any username or passwords and report any suspicious content.

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OFFICIAL

Hi André/Nathan,

I am pleased to advise that your Local Government's submission under Tranche 1 of the Regional Road Safety Program – Local Roads has been successful.

Your nominated project has been endorsed for funding as part of the first tranche of the program, which aims to deliver low-cost, high-benefit safety improvements across high-risk sealed local roads in regional Western Australia. This represents a major step forward in improving road safety outcomes for your community and the State more broadly.

Please find attached the Memorandum of Understanding (MoU), which outlines:

- The confirmed project scope and funding allocation
- Milestone arrangements
- Reporting requirements

Main Roads will also host an information session via Microsoft Teams to walk through delivery expectations, milestone reporting, and address any questions.

We appreciate your support and collaboration in delivering this important safety initiative. Should you have any questions or require further details, feel free to reach out.

**Suvrat Patel**  
Project Programming Manager  
Transport Investment Strategy Office  
[REDACTED]



# Memorandum of Understanding The Regional Road Safety Program

**Commissioner of Main Roads**  
**and**

**Shire of Dardanup**

## Table of Contents

1.	Definitions and Interpretation .....	4
2.	Purpose and Administration of this Memorandum.....	7
3.	Term.....	8
4.	Party Responsibilities.....	8
5.	Variations .....	10
6.	Relationship between Parties .....	10
7.	Contact Officer .....	10
8.	Restrictions .....	10
9.	Payment of Funding.....	11
10	Acceptable RRSP Treatment .....	11
11	RRSP Safety Standards .....	11
12	Resolution of Issues.....	11
13	Notices .....	12
14	Confidentiality .....	12
15	Limitation of Liability.....	12
16	Insurance and Indemnity .....	13
17	Intervention and Default.....	14
18	Consequences of Event of Default .....	15
19	Force Majeure.....	16
20	Waiver.....	16
21	Governing Law.....	17

## THIS Memorandum is made between:

Commissioner of Main Roads (ABN 50 860 676 021), Don Aitken Centre, Waterloo Crescent, East Perth WA 6892 (**Main Roads**)

and

Shire of Dardanup (ABN )

of Address

## DATE:

## RECITALS

- A. The Regional Road Safety Program (RRSP) is a jointly funded initiative of the Australian and Western Australian Governments aimed at reducing fatal and serious injury crashes on regional roads through the delivery of low-cost, high-benefit safety treatments. The program focusses on high-speed sealed roads under the care and control of Local Governments. Building on the success of RRSP State tranches, this program targets Local Government roads with a history of serious crashes and substandard cross sections.
- B. In early 2025, Main Roads with Western Australian Local Government Association (WALGA) and The Royal Automobile Club of Western Australia (Incorporated) (RAC) identified high-priority road sections on regional local government roads using desktop data from WALGA and Main Roads systems, including crash history, seal width, and traffic volumes. A Benefit-Cost Ratio (BCR) approach was used to prioritise segments most suited to low-cost safety treatments. Local Governments were invited to review pre-filled Nomination Forms to confirm the suitability, scope, and deliverability of the proposed works.
- C. The program is being delivered in multiple tranches, over two-year periods commencing from the 2025/2026 financial year, with the final tranche delivered in 12 months. Projects involving shoulder sealing and audible line marking must be completed within 24 months, while line-marking-only works must be completed within 12 months of tranche commencement. Final project selection will consider alignment with program guidelines, cost-effectiveness, and deliverability. Funding will be made available under each tranche and is jointly supported by the Commonwealth and Western Australian Governments.
- D. Assessment and final selection of projects for Tranche 1 will be based on:
  - i) Confirmation that the scope of the nominated project aligns with program guidelines;
  - ii) Suitability of the proposed treatment as a low-cost safety improvement; and
  - iii) Demonstrated ability to deliver the works within the funding timeframe and budget envelope.

This Memorandum governs the high-level principles upon which the funding and delivery of the RRSP are outlined. The Parties intend to work cooperatively and in good faith to achieve the objectives set out in this Memorandum.

## OPERATIVE PART

THE PARTIES AGREE as follows:

### 1. Definitions and Interpretation

1.1 In this Memorandum, unless the context indicates otherwise, the following definitions apply:

Term	Meaning
<b>Authorised Officer</b>	Means in respect of each Party, the person from time to time nominated as the senior manager or executive officer of that Party who has authority to negotiate and settle any issue on behalf of that Party.
<b>Business Day</b>	Means a day other than a Saturday, Sunday or public holiday in Western Australia.
<b>CEO</b>	Means the Chief Executive Officer of the Organisation.
<b>Certificate of Completion</b>	Means a certificate provided to the Program Manager signed by the CEO of the Organisation.
<b>Claim</b>	Means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).
<b>Commonwealth</b>	Means the Crown in right of the Commonwealth of Australia.
<b>Confidential Information</b>	Includes, but is not limited to, any information relating to business affairs and processes of the Parties, obtained by virtue of this Memorandum, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which Party receiving the information from the other Party ought to have known was confidential and includes all such information that may be in the possession of the Party's employees, agents and contractors.
<b>Contact Officer</b>	Means the person nominated by each Party in accordance with Schedule 1.
<b>Event of Default</b>	Means any event mentioned in Clause 18



<b>Fit for Purpose</b>	Means satisfies each of the purposes, objectives, functions, uses and requirements for which the Project Works are required by Main Roads as contained in this Memorandum or reasonably inferred from this Memorandum.
<b>Funding</b>	Means the funding paid by Main Roads to the Organisation in accordance with this Memorandum and equal to the amount reflected in Item 11 (Target Project cost) of Annexure 1 which is exclusive of GST.
<b>Information</b>	Includes data, records and documentation.
<b>Insolvency Event</b>	<p>Means any of the following events:</p> <ul style="list-style-type: none"> <li>(a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or</li> <li>(b) except to reconstruct or amalgamate while solvent, a body corporate: <ul style="list-style-type: none"> <li>(i) is wound up or dissolved; or</li> <li>(ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or</li> <li>(iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, Memorandum of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or</li> </ul> </li> <li>(c) a special administrator (or equivalent) is appointed under any Law; or</li> <li>(d) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or</li> <li>(e) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the <i>Corporations Act 2001</i>) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or</li> <li>(f) the Organisation resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so or is otherwise wound up or dissolved;</li> <li>(g) the Organisation is or states that it is unable to pay its debts when they fall due or is otherwise insolvent or</li> </ul>

	<p>deemed to be insolvent under the <i>Corporations Act 2001</i>;</p> <p>(h) the Organisation takes any steps to obtain protection or is granted protection from its creditors under any applicable legislation;</p> <p>(i) the Organisation fails to comply with a statutory demand for payment of any debt within the time specified in any statute;</p> <p>(j) the Organisation becomes an insolvent as defined in the <i>Corporations Act 2001</i> or action is taken which could result in that event;</p> <p>(k) if the Organisation is a regional local government for the purposes of Part 3 Division 4 of the <i>Local Government Act 1995</i>, the dissolution or partial dissolution of the Organisation at the direction of the Minister (for the time being having responsibility for the <i>Local Government Act 1995</i>) or in accordance with the establishment agreement under that Act;</p> <p>or</p> <p>(l) anything analogous or having a substantially similar effect to any of the events specified above happens to the Organisation under the law of any Australian jurisdiction.</p>
<b>Law</b>	Means any rule or requirement of a statute, subordinate legislation, the common law or equity.
<b>Maintain</b>	Means to repair, alter and replace.
<b>Maintenance</b>	Means the act of maintaining or the work of keeping something in proper condition by repairing, altering and replacing.
<b>Memorandum</b>	Means this memorandum of understanding
<b>Notice</b>	Means request, direction, consent, notification or other communication given under or in connection with this Memorandum.
<b>Organisation</b>	Means Shire of Dardanup for the time being having responsibility for the care, control and management of the Project and includes its officers, employees, agents, volunteers, subcontractors, and successors.
<b>Party</b>	Means the Organisation or Main Roads as the context requires.
<b>Parties</b>	Means both the Organisation and Main Roads.
<b>Practical Completion</b>	<p>Means when the Project Works have been designed and constructed in accordance with this Memorandum except for minor Defects that:</p> <p>I. do not prevent the Project Works from being Fit for Purpose; and</p> <p>II. can be corrected without affecting the continuous unrestricted use of the Project Works.</p>
<b>Program Manger</b>	Means the Main Roads representative identified from time to time as holding the position of RRSP Program Manager and responsible for the management of the RRSP.
<b>Progress Payment Certificate</b>	Means a progress payment certificate signed by the CEO, certifying that expenditure on the Project has exceeded 40% of the approved Project budget

<b>Project</b>	Means the project nominated by Organisation and approved by Main Roads as outlined in Item 5 of Annexure 1.
<b>Project Budget Estimate</b>	Means the budget, prepared by the Organisation which itemises the costs of undertaking the Project.
<b>Project Management Plan</b>	means a plan in relation to the management of the Project in the form and containing the information required by the Program Manager. The Parties note that this is not a construction project management plan.
<b>Project Works</b>	Means the physical works, services and materials that the Organisation must construct in accordance with this Memorandum.
<b>Road Project Grants</b>	Means a road project grant under the State Roads Funds to Local Governments.
<b>RRSP</b>	Means the Regional Road Safety Program.
<b>Scope of Works</b>	means the drawings and written description contained in the Nomination Form in relation to the Project provided by the Organisation and accepted by the Program Manager
<b>Site</b>	Means the premises where the Project works are to be undertaken in accordance with this Memorandum.
<b>State</b>	Means the Crown in right of the State of Western Australia.
<b>Term</b>	Means the duration of this Memorandum as set out in Clause 3.
<b>Tranche</b>	Means defined delivery period under the Regional Road Safety Program – Local Government Roads. Each Tranche typically spans two years, except Tranche 5, which is 12 months. Refer to Attachment 1 for Tranche information and the agreed delivery period.  Proposed periods (subject to funding): Tranche 1: 1 July 2025 – 30 June 2027 Tranche 2: 1 July 2026 – 30 June 2028 Tranche 3: 1 July 2027 – 30 June 2029 Tranche 4: 1 July 2028 – 30 June 2030 Tranche 5: 1 July 2029 – 30 June 2030

1.1 In this Memorandum, unless inconsistent with the context or subject matter:

- (a) headings and the table of contents are used for convenience only and do not affect the interpretation of this Memorandum;
- (b) references to this Memorandum or any other instrument include this Memorandum or other instrument as varied or replaced, notwithstanding any change in the identity of the Parties;
- (c) headings are inserted for ease of reference only and are to be ignored in construing this Memorandum;
- (d) words indicating the singular include the plural and vice versa; and
- (e) the words 'including', 'includes' and 'include' have the meaning as if followed by the word 'but not limited to' or 'without limitation';

## **2. Purpose and Administration of this Memorandum**

- 2.1 The provisions of this Memorandum are intended to describe the manner and extent to which the Parties will facilitate the actions referred to in the recitals by providing for:

- (a) accountability between the Parties;
  - (b) roles and responsibilities of the Parties;
  - (c) a mechanism of funding for the Project; and
  - (d) agreement on the Scope of Works, Schedule and costs of the Project.
- 2.2 This Memorandum records the current understanding between the Parties and is a record of the Parties' intentions in respect of the issues described in this Memorandum.
- 2.3 The Parties agree that this Memorandum is not contractually binding, and that this Memorandum does not impose any legal liability or obligation on any State or Territory of Australia, any Minister of the Government of any State or Territory of Australia, the Parties or their respective employees and advisers.
- 2.4 The Parties agree that this Memorandum does not constitute any offer or invitation which is capable of acceptance.

### **3. Term**

- 3.1 The Parties agree that this Memorandum commences on the date the last party executes this Memorandum.
- 3.2 This Memorandum will remain in force until the project is completed or it is terminated by either Party giving 6 months prior written Notice of termination
- 3.3 All legal rights and obligations of the Parties will continue after the expiration or earlier termination of this Memorandum.

### **4. Party Responsibilities**

- 4.1 The Organisation has the following responsibilities;
  - (a) Develop a Project Management Plan that outlines how the Organisation plans to manage the Project including, but not limited to:
    - i. comply with this Memorandum
    - ii. procurement plan (i.e. contract or in-house resources);
    - iii. risk management;
    - iv. quality management;
    - v. traffic management;
    - vi. safety management;
    - vii. environmental management;
    - viii. time management;
    - ix. cost management; and
    - x. scope management.
  - (b) The Project Management Plan to be submitted to the Program Manager prior to final acceptance of the Project.
  - (c) As a part of the Project Management Plan, establish a baseline Schedule for the Project in the form advised by the Program Manager that identifies key milestones and tasks including the following:
    - i. design development;

- ii. tender issue, close and award;
  - iii. possession of site;
  - iv. commencement of construction activities on site;
  - v. tasks and milestones for work elements; and
  - vi. Practical Completion.
- (d) Maintain the Schedule to update milestones and tasks to reflect actual and forecast activities and provide to the Program Manager monthly with Progress Report.
  - (e) As a part of the Project Management Plan, establish and maintain a Project cost report that identifies actual and forecast costs from Project commencement to completion in the form and containing any other information as advised by the Program Manager.
  - (f) Develop the design and works methodology of the Project, ensuring the application of good engineering practice so that the road is Fit for Purpose and outcomes achieve the aims of the RRSP.
  - (g) The design and methodology shall be provided to the Program Manager prior to commencement of works on site.
  - (h) Participate and provide assistance as necessary to the safety performance of the Project.
  - (i) Participate and fully comply with State and Commonwealth audits, as applicable.
  - (j) Fully deliver the Project within the nominated Tranche.
  - (k) Assign a project manager and provide contact details, including replacement or alternatives during periods of absence of the project manager.
  - (l) Immediately advise the Program Manager of any events that may give rise to a delay in completion of works beyond the appropriate Tranche, including planned actions to return the Project to the approved Schedule.
  - (m) Within four weeks of achieving Practical Completion of the Project, verify all costs on the Project by provision of a duly certified project ledger and provide the certified project ledger to the Program Manager.
  - (n) The Organisation is responsible for the Project, including that the Project is undertaken in compliance with all authorisations, which includes a consent, permit, licence, approval, agreement, certificate, authority, or exemption from, by or with a State or Commonwealth jurisdiction or required under any law or statute and all conditions attached to an authorisation and includes Australian Standards applicable to the Project.

4.2 Main Roads has the following responsibilities;

- (o) manage the overall RSP
- (p) provide funding for the Project
- (q) Undertake all communication between the State and Federal Government pertaining to the Project and RRSP, excluding communications required by LGA to manage delivery of the Project.
- (r) Provide a template for the Project Management Plan; and Progress Report.
- (s) Undertake an independent evaluation to identify the safety performance of

the Project and RRSP in line with State and Commonwealth post completion monitoring requirements as applicable.

- (t) Undertake RRSP audits as necessary. These audits may also include Commonwealth Government audits that may be undertaken simultaneously or separately.

## **5. Variations**

- 5.1 The Organisation must not make any changes to the Project or the Project Budget Estimate without prior written consent of Main Roads, which consent may be withheld in Main Roads' absolute discretion.
- 5.2 Any variation of this Memorandum must be made in writing duly executed by both Parties.
- 5.3 For the purposes of this clause, 'in writing' includes email correspondence, provided that the email clearly identified the variation and includes express confirmation of acceptance by both parties. Each party agrees that an exchange of emails indicating mutual consent shall constitute a binding variation to this Memorandum.

## **6. Relationship between Parties**

- 6.1 The Parties agree that nothing in this Memorandum is intended or should be construed as creating a contract of employment, an agency, a partnership, a joint venture, or a fiduciary relationship between the Parties.
- 6.2 Nothing in this Memorandum shall restrict or otherwise fetter the discretion of either Party in the lawful exercise of any of its functions and powers.
- 6.3 Nothing in this Memorandum affects the Parties' obligations to comply with any obligations imposed by law or any contract.

## **7. Contact Officer**

- 7.1 Each Party must appoint a staff member to be a contact officer in relation to the Project and this Memorandum (this staff member and any replacement staff member performing the same role are referred to in this Memorandum as the Contact Officer). The Contact Officer for each Party is authorised to act for that Party in relation to this Memorandum and is the first point of contact for the other Party in relation to any disputes arising under this Memorandum.
- 7.2 The details of each Party's Contact Officer as at the Execution Date are set out in Schedule 1.
- 7.3 If a Party changes its Contact Officer that Party must notify the other Party in writing of the details (being the same categories of information set out in Schedule 1 for each Contact Officer) of the new Contact Officer within five (5) Business Days after the change.

## **8. Restrictions**

- 8.1 Works are to be restricted to the locations described as the Project and referred to in Annexure 1.

- 8.2 The Organisation acknowledges that regardless of whether Main Roads accepts or approves the scope, methodologies materials and all other things incorporated in the Project, responsibility for the Project, and outcomes and post completion activities, remain the responsibility of the Organisation.

## **9. Payment of Funding**

- 9.1 Main Roads may provide funding up to the maximum amount identified in the Project (see Annexure 1).
- 9.2 Payments determined to be made will be provided through the Project Manager on the same basis as Road Project Grants and in line with the following:
- i. 40% of Project budget on the date the last party executes this Memorandum;
  - ii. 40% of Project budget on receipt of a Progress Payment Certificate; and
  - iii. 20% of Project budget on the submission of a Certificate of Completion.
- 9.3 Payment of the first milestone is subject to Main Roads' formal acceptance that the Organisation has fulfilled its obligations as set out in clauses 4.1(a), 4.1(b), and 4.1(c)
- i. Payments may be made by Main Roads when the Program Manager is satisfied that the Project Management Plan and baseline Schedule have been submitted and meet the required standard.
  - ii. Where Main Roads has made a determination to pay, it will pay within 20 working days of receipt of the Progress Payment Certificates.

## **10 Acceptable RRSP Treatment**

- 10.1 Acceptable treatments under the Regional Road Safety Program – Local Roads shall be as agreed with the Program Manager and documented in the Nomination Form attached as Annexure 1. These typically include sealing of unsealed shoulders on the existing pavement formation and the installation of Audio Tactile Line Marking (ATLM), in accordance with Attachment 8 of the Guidelines.

## **11 RRSP Safety Standards**

- 11.1 The Organisation shall include and demonstrate to Main Roads the following road safety measures are incorporated in the Project to AS1742.2-2009: Manual of Uniform Traffic Control Devices, Part 2: Traffic Control Devices for General Use, if applicable:
- (i) Curve warning signs;
  - (ii) Replacement or new guideposts;
  - (iii) Chevron Alignment Markers, if required; and/or
  - (iv) Other traffic control devices.

## **12 Resolution of Issues**

- 12.1 Consideration by the Parties Contact Officers.



12.2 If at any time any disagreement or dispute or issue under or in connection with this Memorandum (**Issue**) arises:

- I. The Parties will ensure that the Issue is first promptly referred in writing to the Parties Contact Officers for resolution (to the extent the Parties Contact Officers have not already considered the Issue); and
- II. The Parties' Contact Officers will consider the Issue referred to them and give due consideration to submissions by any Party in connection with the Issue

## **13 Notices**

13.1 Any Notice that may or must be given under this Agreement to be valid and effective, must be:

- i. In writing;
- ii. given by a Contact Officer of the Party giving notice; and
- iii. hand delivered.

## **14 Confidentiality**

14.1 The Organisation must make no written or oral announcements or representations to anyone including the media regarding the amount of the Funding provided by Main Roads without the written authorisation of Main Roads, except to the extent that such information is in the public domain before execution of this Memorandum and otherwise complies with Clause 14.

14.2 The Parties must treat as confidential any Confidential Information or other information that comes into their possession in relation to each other as a result of this Memorandum and will not disclose this information to any person other than those of its employees, officers, agents and legal and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:

- (a) which they were employed or engaged to discharge; and
- (b) which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement; unless:
  - (i) required to do so under or pursuant to a provision of a Law in operation in Australia from time to time; or
  - (ii) required or requested to do so by virtue of an order, direction or request given to it by or on the part of the Parliament of the State, Minister of the State or Commonwealth or by any Court or Tribunal of the relevant jurisdiction.

14.3 The Parties agree that they will use their best endeavours to ensure that their officers, employees, agents, contractors and legal and financial advisers comply with the obligations of confidentiality specified in Clause 14.2.

## **15 Limitation of Liability**

15.1 Neither Main Roads nor any department, agency, instrumentality or emanation of



the State (and any Minister, officer, or employee of any of them) shall be:

- (a) liable, in negligence or otherwise, for the success or otherwise of the Project;
- (b) responsible for any losses or financial shortfalls encountered by the Organisation in connection with, or by undertaking, the Project and for clarity, if the Funding is insufficient for the Organisation to properly fulfil all of its obligations then the Organisation must still fulfil its obligations as its own cost and any Commonwealth funding will not exceed the Funding provided for in this Memorandum.
- (c) liable for any losses or financial shortfalls sustained by the Organisation in the event that termination of this Memorandum results in or triggers the termination of other Agreements or agreements the Organisation has with third parties; or

15.2 Neither Main Roads, nor the Main Roads authorised delegates, will be liable to pay compensation when this Memorandum has been ended, in total or in part.

## **16 Insurance and Indemnity**

- 16.1 It is the onus and responsibility of the Organisation to ensure that during the continuance of this Memorandum and at all times thereafter it will maintain and keep current, public liability insurance for no less than \$20 million. The Organisation is to ensure that such insurances will cover all claims and losses howsoever arising or caused, including but not limited to those in respect of any injury of, or illness (including mental illness) to, or death of, any person, any loss, damage or destruction to any property, claims risks and events covered under the indemnities provided by the Organisation to Main Roads under this clause.
- 16.2 The Organisation must not, and is not to permit any person to, do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under the insurance policies.
- 16.3 The Organisation must give Main Roads prior notice of cancellation, non-renewal or material alteration to the abovementioned policy or policies held.
- 16.4 The Organisation must give Main Roads a copy of any notice of cancellation, non-renewal or material alteration given by the insurer to the Organisation within 5 days of its receipt.
- 16.5 The Organisation will notify Main Roads immediately if an event occurs which does give rise or might give rise to a claim under the insurance policies or which could prejudice the rights of insurers or Main Roads.
- 16.6 The Organisation must pay or procure the payment of all premiums and all deductibles on the policies of insurances requested in this Memorandum when due.
- 16.7 The Organisation are responsible for promptly renewing all insurance policies requested in this Memorandum to ensure continuation of the relevant policies when due.
- 16.8 If requested by Main Roads, the Organisation will provide evidence of requested insurances by way of certificate of currency and or receipts for premiums paid in connection with all insurance cover referred to above.

16.9 The Organisation must cause its insurers to waive all rights of subrogation against Main Roads in respect of a claim arising under the insurance policy.

16.10 The Organisation will indemnify and keep indemnified Main Roads from and against all actions, claims, causes of action, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained, asserted, or made against Main Roads in respect of any loss whatsoever, injury or damage of, or to, any kind of property or thing and any death of, or injury or illness sustained by, any person arising out of, or in connection with, whether directly or indirectly, this Memorandum, the Funding, the Project or any act, neglect, omission or default by the Organisation or any employee, agent or contractor of the Organisation

16.11 The provisions of Clause 16 survive termination of this Memorandum.

## **17 Intervention and Default**

17.1 Main Roads has the right to intervene at any time in the practical operation of the Project to ensure that the objectives and expected outcomes of the Project are achieved.

17.2 An Event of Default occurs if:

- (a) Main Roads is of the reasonably held view that all or any part of the Funding is not being used, or has not been, applied with competence, efficiency and diligence;
- (b) Main Roads is of the reasonably held view that the Organisation has spent or committed, or will spend or commit, all or part of the Funding:
  - (i) for a purpose or purposes inconsistent with or contrary to the Approved Project Plan or the Project;
  - (ii) imprudently or in an unreasonable fashion having regard to the purpose of this Memorandum; or
  - (iii) on goods, services or goods and services for which the Organisation has paid or will pay a price which is unreasonably high;
- (c) for any reason whatsoever the Organisation is unable or unwilling to commence, continue or complete work on the Project;
- (d) the Organisation is the subject of an Insolvency Event;
- (e) a commissioner is appointed in respect of the Organisation under the *Local Government Act 1995*, or the Local Government Council of the Organisation is suspended under section 8.15(2)(c) or dismissed under section 8.24 of the *Local Government Act 1995*;
- (f) the Organisation breaches this Memorandum and does not fully and properly rectify the breach within 28 Business Days or a period otherwise agreed from receipt of a written notice from or on behalf of Main Roads specifying the breach and calling upon the breach to be rectified;
- (g) the Organisation breaches or is likely to breach an agreement it has with a third party which will or is likely to result in the Project being jeopardised or adversely affected;

- (h) the Organisation does not promptly inform Main Roads of any occurrence which may adversely affect the Project in a material way or the ability of the Organisation to deliver the Project;
- (i) the Organisation does not act with integrity, good faith and probity in accordance with good corporate governance practices;
- (j) the Organisation attempts to sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers under this Memorandum;
- (k) the Organisation does not comply with all State or Commonwealth Laws;
- (l) the Organisation does not reasonably co-operate with Main Roads in the administration of this Memorandum;
- (m) the Organisation refuses upon reasonable notice to provide Main Roads with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by Main Roads in order to verify compliance by the Organisation with the Project and this Memorandum;
- (n) the LGA does not achieve the Milestone/s by the times and in accordance with any other stipulations set out in this Memorandum;
- (o) any portion of the Project has not been completed pursuant to the terms of this Memorandum;
- (p) the Project is not completed by the relevant Tranche period; or
- (q) the Organisation fails to advise Main Roads if the Organisation has received, or is expected to receive any private, or any other State or Commonwealth government funding for the Project.

## **18 Consequences of Event of Default**

- 18.1 If an Event of Default occurs, or it is considered by the Organisation as likely to occur or would be considered by a reasonable person as likely to occur, then the Organisation must immediately notify Main Roads of the occurrence or likely occurrence and must thereafter consult with Main Roads with respect to this Memorandum and its possible termination.
- 18.2 If an Event of Default occurs, Main Roads may, in its absolute discretion, suspend payment of the Funding or, with the approval of the Commonwealth, terminate this Memorandum. Main Roads may continue to suspend payment of the Funding until such time as Main Roads is satisfied, in its absolute discretion, that the Organisation has rectified the Event of Default.
- 18.3 If an Event of Default occurs or Main Roads is otherwise entitled to terminate this Memorandum, then.
- (a) Main Roads has no further obligation to pay the Organisation any part of the Funding which has not yet been paid to the Organisation; and
  - (b) the Organisation must immediately take all action necessary to cease further expenditure of the Funding; and

- (c) upon demand by Main Roads, the Organisation must immediately repay to Main Roads the Funding less costs in respect of the Approved Project Plan:
  - (i) already properly incurred by the Organisation; and
  - (ii) not yet paid by the Organisation but which are due and payable, provided that in respect of such costs, the Organisation has provided to Main Roads within 10 Business Days after Main Roads' demand:
    - (A) documentary evidence that such costs were properly incurred in accordance with this Memorandum; and
    - (B) in respect of costs referred to in Clause 18.3(c)(i) documentary evidence that the Organisation has paid such costs.

18.4 If an Event of Default involves expenditure of the Funding contrary to this Memorandum, then upon demand by Main Roads, the Organisation must immediately repay to Main Roads all amounts of the Funding improperly spent or committed.

18.5 If this Memorandum is terminated under any provision of this Memorandum Main Roads will cease to have any obligation to the Organisation.

## **19 Force Majeure**

19.1 A Party is not liable for its inability to perform, or for any delay in performing, any of its obligations under this Memorandum to the extent that and during the time that, the inability or delay is caused by an Event of Force Majeure.

19.2 If a Party is prevented from performing its obligations by an Event of Force Majeure, then that Party:

- (i) Must notify the other Party as soon as possible of the Event of Force Majeure, giving details as to the nature of the Event of Force Majeure and the effect the Event of Force Majeure will have on the performance of its obligations; and
- (ii) Must use its reasonable endeavors to minimise the effect of the Event of Force Majeure on the performance of its obligations.

19.3 The time for performance of the Party's obligation will be extended by a period equal to the period of any Event of Force Majeure which causes the inability to perform, or delay in performing, the obligations.

## **20 Waiver**

20.1 No right under this Memorandum will be deemed to be waived except by notice in writing signed by each Party.

20.2 A waiver by either Party pursuant to clause 20.1 will not prejudice that Party's rights in respect of any subsequent breach of this Memorandum by the other Party.

20.3 Subject to clause 20.2 any failure by either Party to enforce any clause of this Memorandum, or any forbearance, delay or indulgence granted by one Party to the

other Party will not be construed as a waiver of rights under this Memorandum.

## **21 Governing Law**

- 21.1 This Memorandum is governed by and construed in accordance with the laws for the time being of Western Australia and the Parties hereby submit to the jurisdiction of the courts of Western Australia and all courts having jurisdiction to hear and determine appeals therefrom.

## EXECUTION OF THIS MEMORANDUM

Executed as an Memorandum of Understanding

**SIGNED** for and on behalf of the Shire of Dardanup

---

Signature of witness

---

Signature of authorised officer

---

Name of witness

---

Name of authorised officer

---

Date

---

Date

—

**SIGNED** for and on behalf of the  
**COMMISSIONER OF MAIN ROADS:**

---

Signature of witness

---

Name of witness

---

Date

---

Signature of authorised officer

---

Name of authorised officer

---

Date

## Schedule 1      Contact Officers

### 1      Contact Officers

#### 1.1      Main Roads

Name:                      [Suvrat Patel](#)

Job Title                      [Project Programming Manager](#)

Phone                      [REDACTED]

Email                      [REDACTED]

Postal Address:              PO Box 6202 East Perth WA 6892

Street Address:              Don Aitken Centre, Waterloo Crescent, East  
Perth WA 6004

Supervisor:                      [Maurice Cammack](#)

#### 1.2      Organisation

Name:

Job Title

Phone

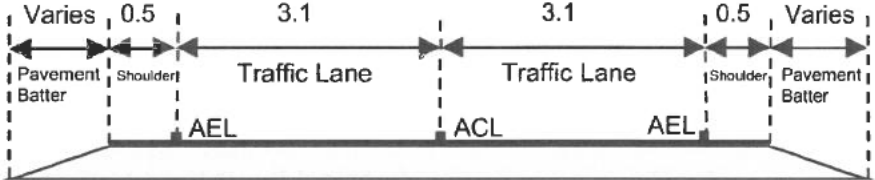
Email



**Annexure 1 – NOMINATION FORM**

## ATTACHMENT 1 – NOMINATION FORM

**NOMINATION FORM**  
**REGIONAL ROAD SAFETY PROGRAM**  
**LOCAL GOVERNMENT ROADS**

1. Nomination Year	2025 - 27
2. Local Government	Dardanup
3. Road Name and Number	Henty Road – 2080018
4. Project SLK's	0 to 11.61
5. Project Description of works and treatments to be applied	<p>Based on data received from WALGA through the Local Government asset management system, the following treatment is proposed for this section of road.</p> <p>Average Typical Existing seal width – 6.2 m  Average Typical Existing pavement width – 8.0 m</p> <p>Target seal width – 7.2 m with targeted shoulder target (per side) – 0.5 m</p> <p>Proposed treatment – Seal shoulder 0.5m. Install ACL and AEL.</p> <p>Refer to the Attachment 8 in the guideline for typical cross section.</p> <p>Information being sought.</p> <ul style="list-style-type: none"> <li>• Include cross section showing: formation width, existing seal width, proposed seal width, lane and shoulder widths.</li> </ul>  <ul style="list-style-type: none"> <li>• Confirmation on above cross section information,</li> <li>• Comments on proposed treatment,</li> <li>• photos of existing roadway are encouraged.</li> <li>• Are there enabling works required?</li> </ul>
6. Enabling Works & Approvals	<p>Are there enabling works required? <b>No</b></p> <p>Are any permissions/approvals required (e.g. veg clearing, Aboriginal Heritage) ? <b>No</b></p>
7. Project Location (map)	As per MRWA Nomination Recommendation (attached)
8. Proposed start date	January 2026
9. Proposed completion date	May 2026
10. Target cost per km	\$250,000
11. Target Project cost	\$2,902,500
12. Concurrent works funded by Local Government (e.g. reseals etc)	\$NIL
13. Delivery mechanism:	LG managed Contract

## (Appendix ORD: 12.3.2B)

14. Number of jobs created (estimated):	<b>5 FTE</b>
15. Evidence/capability to complete within the proposed time period:	<p>Is there capacity to complete the proposed works in the Tranche? <b>Yes</b></p> <p>Have internal workforce/Contractors been notified of potential works? <b>No</b></p> <p>Has an initial quote been sought? <b>Yes</b></p> <p>When can the estimated tender process start/finish, and commence works? <b>Post June 2025 Budget Approval – Require Council Acceptance of Grant. Commence engagement approx. October 2025 for January 2026 construction window.</b></p>
16. Additional Comments:	<p>Are there any planned upgrades, major maintenance works and potential speed limit change on the nominated roads or SLK sections?</p> <p><b>Yes</b></p> <p><b>Australian Government Black Spot funded widening of 3x shoulder sections.</b></p>

The following attachments are required:

- Typical Cross sections showing proposed and existing features including formation width, seal width, lane widths and shoulder widths.
- Photos of existing road cross section at typical locations
- Recent traffic counts

LGA Contact Details:

1. Prepared by (point of contact for us to engage on specific technical matters);

Name	Nathan Ryder
Position	Manager Infrastructure Planning & Design
Contact email	[REDACTED]
Address	1 Council Drive, Eaton WA 6232
Phone	08 9724 0393

2. Submitted by (This must be an Local Government official who will act as point of contact for formal engagement on the status of the submission)

Name	Theo Naude
Position	Director Infrastructure
Contact email	[REDACTED]
Address	1 Council Drive, Eaton WA 6232
Phone	08 9724 0367

## (Appendix ORD: 12.3.2B)

\*When submitting your application, please ensure all points are addressed. Include: Locality map showing start and finish SLKs, typical cross sections, photos showing existing formation components, cost estimate

PLEASE FORWARD NOMINATION TO TRANSPORT INVESTMENT STRATEGY OFFICE BRANCH

**CEO Name:** André Schönfeldt

**CEO Signoff:**



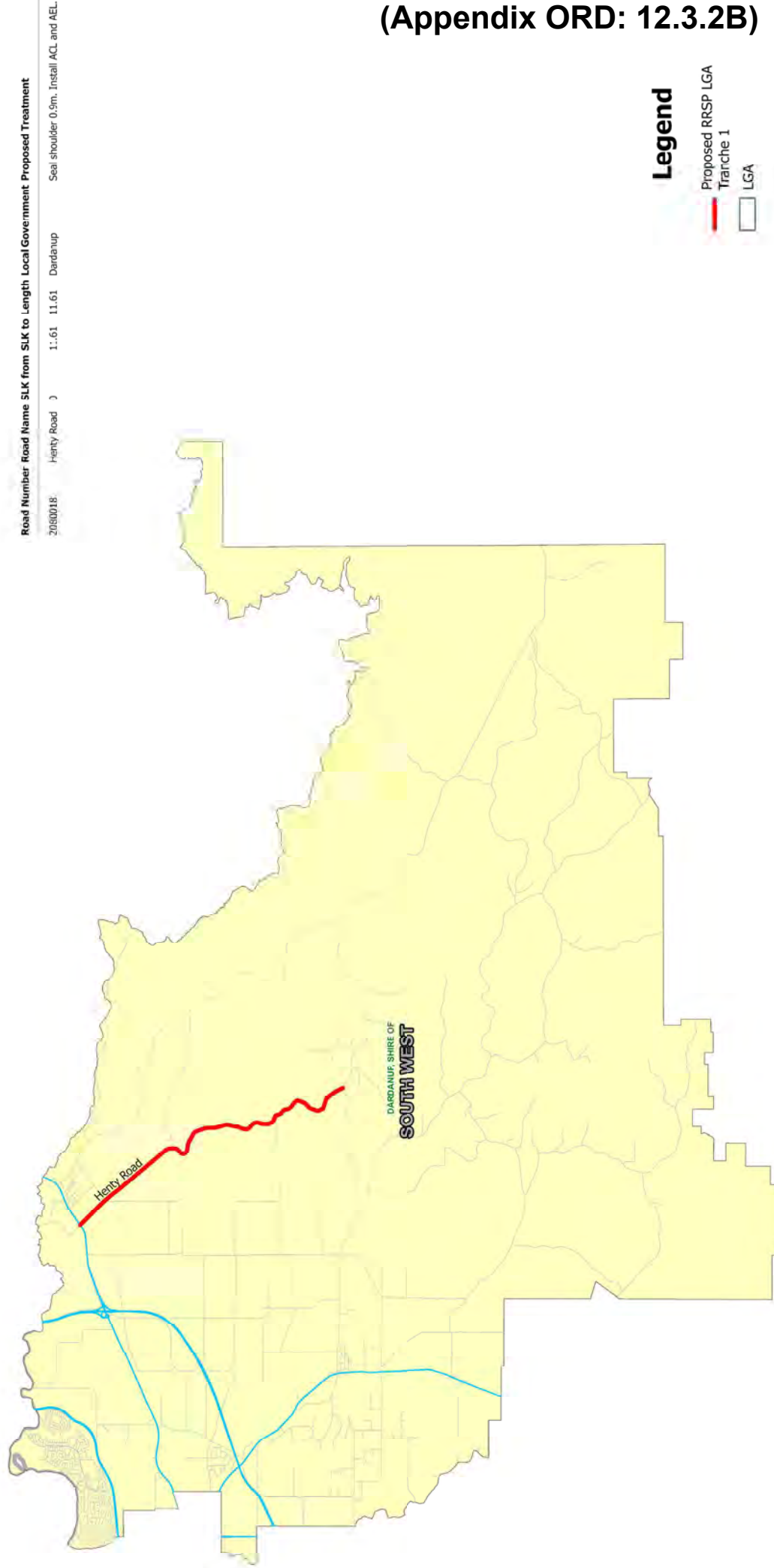
**Date:**





# Regional Road Safety Program - Local Government Roads - Tranche 1

## Local Government DARDANUP, SHIRE OF



### Legend

- Proposed RRSP LGA
- Tranche 1
- LGA



Note: Subject to Funding  
Data Currency : May 2025  
Data Source: Main Roads AGI  
Drawn by : Suvrat Patel



(Appendix ORD: 12.3.2B)

road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.801810
latitude	-33.314207
sealed	True
chainage	9
altitude	22
iri_raw	7.4
speed	19
pitch	-9.1
roll	-0.7

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Forward\_View



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Rear\_View





road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.804075
latitude	-33.316506
sealed	True
chainage	341
altitude	23
iri_raw	3.4
speed	71
pitch	-0.6
roll	-2.8

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Forward\_View



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Rear\_View



road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.811012
latitude	-33.323760
sealed	True
chainage	1,378
altitude	27
iri_raw	4
speed	77
pitch	-1
roll	-1.4

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Forward\_View



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Rear\_View





road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.818271
latitude	-33.332575
sealed	True
chainage	2,569
altitude	36
iri_raw	5.5
speed	83
pitch	0
roll	-1.4

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Forward\_View



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Rear\_View



road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.825104
latitude	-33.340803
sealed	True
chainage	3,684
altitude	49
iri_raw	4.4
speed	83
pitch	-0.8
roll	-0.5

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...

Forward\_View



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...

Rear\_View





road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.826226
latitude	-33.349011
sealed	True
chainage	4,741
altitude	107
iri_raw	4.8
speed	74
pitch	-5.4
roll	7.2

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Forward\_View



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Rear\_View



road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.833480
latitude	-33.355240
sealed	True
chainage	5,801
altitude	134
iri_raw	5.2
speed	79
pitch	-0.6
roll	-7.2

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Forward\_View



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Rear\_View





road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.834318
latitude	-33.364225
sealed	True
chainage	6,814
altitude	156
iri_raw	6
speed	79
pitch	-0.3
roll	-3.6

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Forward\_View



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Rear\_View



road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.835020
latitude	-33.372962
sealed	True
chainage	7,856
altitude	174
iri_raw	6.4
speed	81
pitch	3.2
roll	-0.5

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Forward\_View



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Rear\_View





road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.839384
latitude	-33.380823
sealed	True
chainage	8,900
altitude	159
iri_raw	4.7
speed	75
pitch	0.4
roll	-8.8

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Forward\_View



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Rear\_View



road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.840277
latitude	-33.388849
sealed	True
chainage	9,951
altitude	169
iri_raw	3.8
speed	79
pitch	0
roll	2

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Forward\_View



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Rear\_View





road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.844422
latitude	-33.396197
sealed	True
chainage	11,040
altitude	181
iri_raw	10.5
speed	73
pitch	-0.6
roll	-2.3

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Forward\_View



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Rear\_View



road_no	2080018
road_name	Henty Rd (FWD)~2080018~2~Dardanup
longitude	115.846504
latitude	-33.399813
sealed	True
chainage	11,488
altitude	193
iri_raw	12.5
speed	23
pitch	11.5
roll	-2.2

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Forward\_View



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Rear\_View







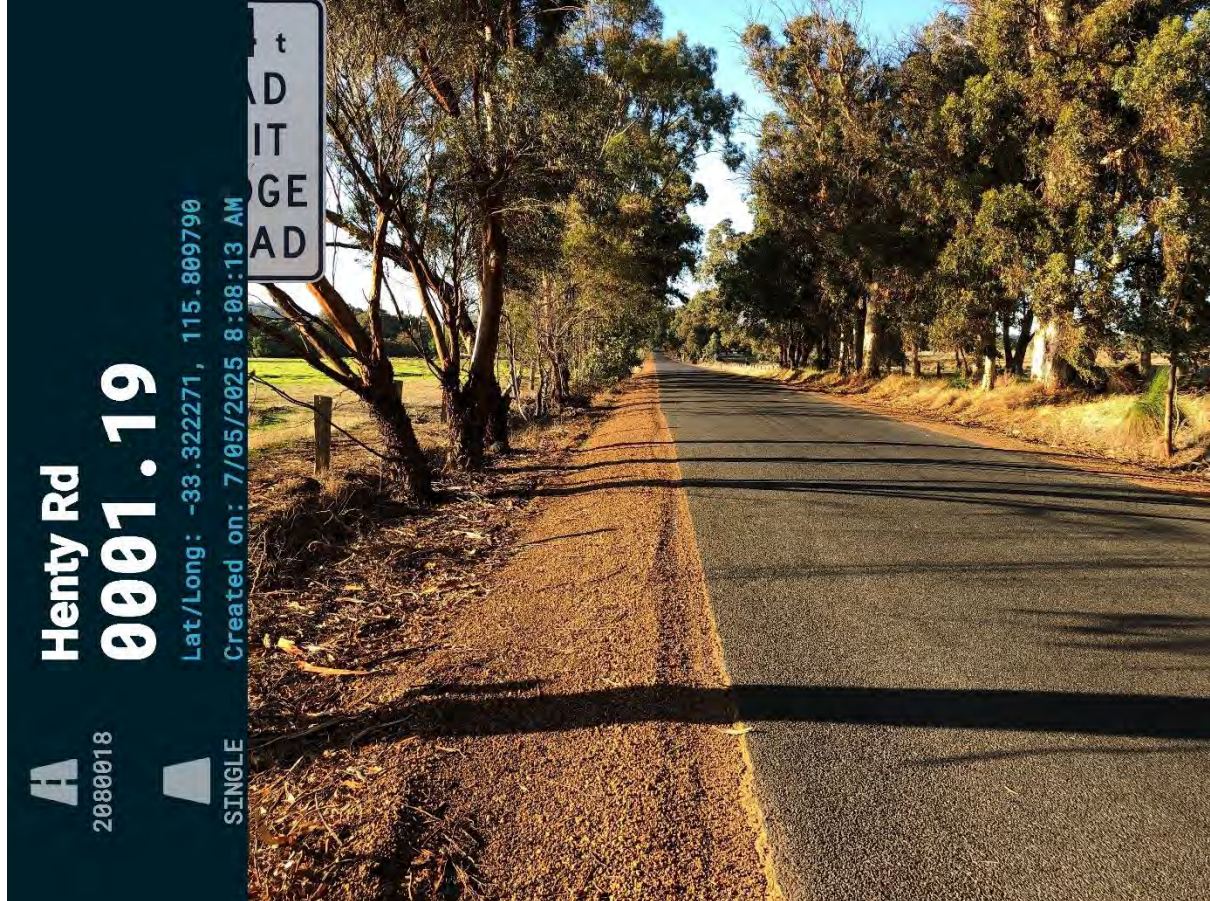




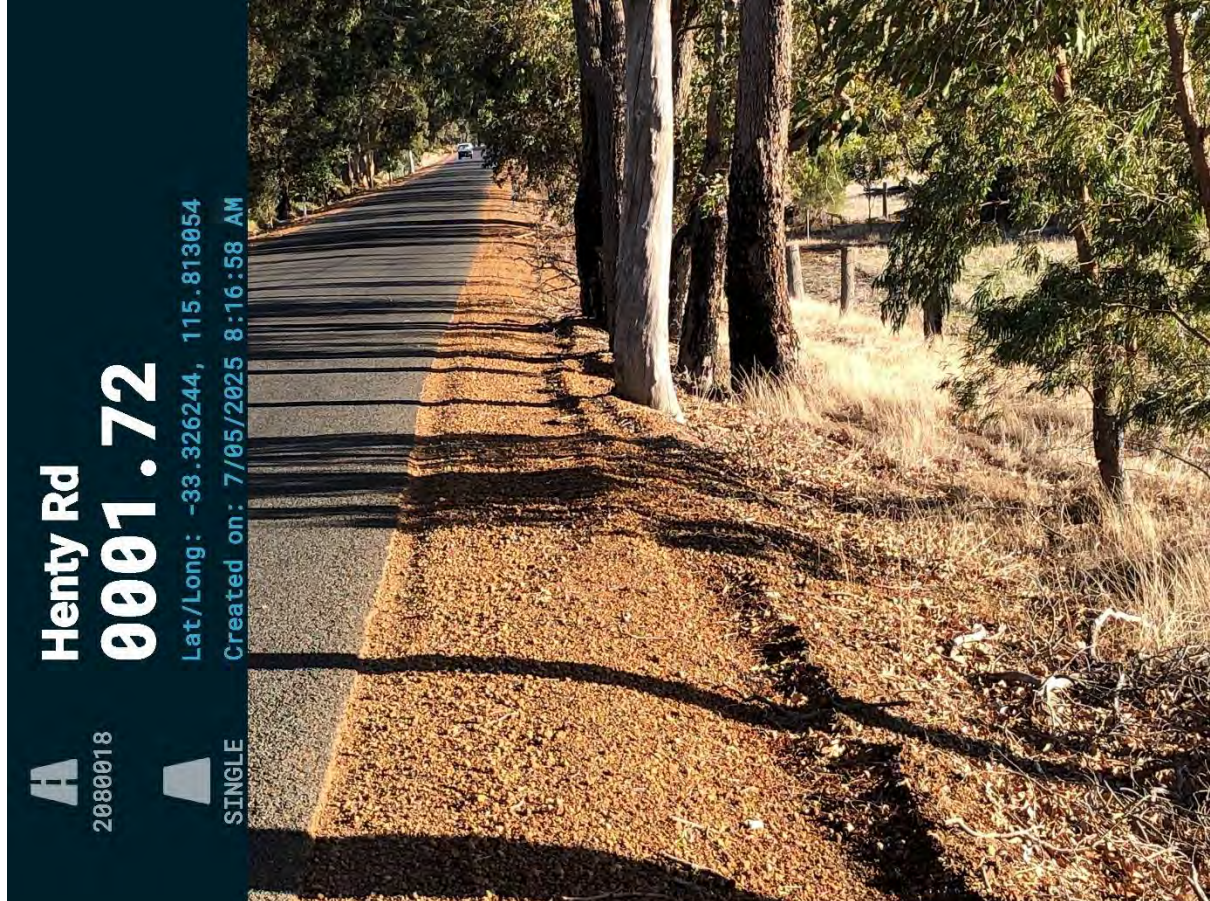




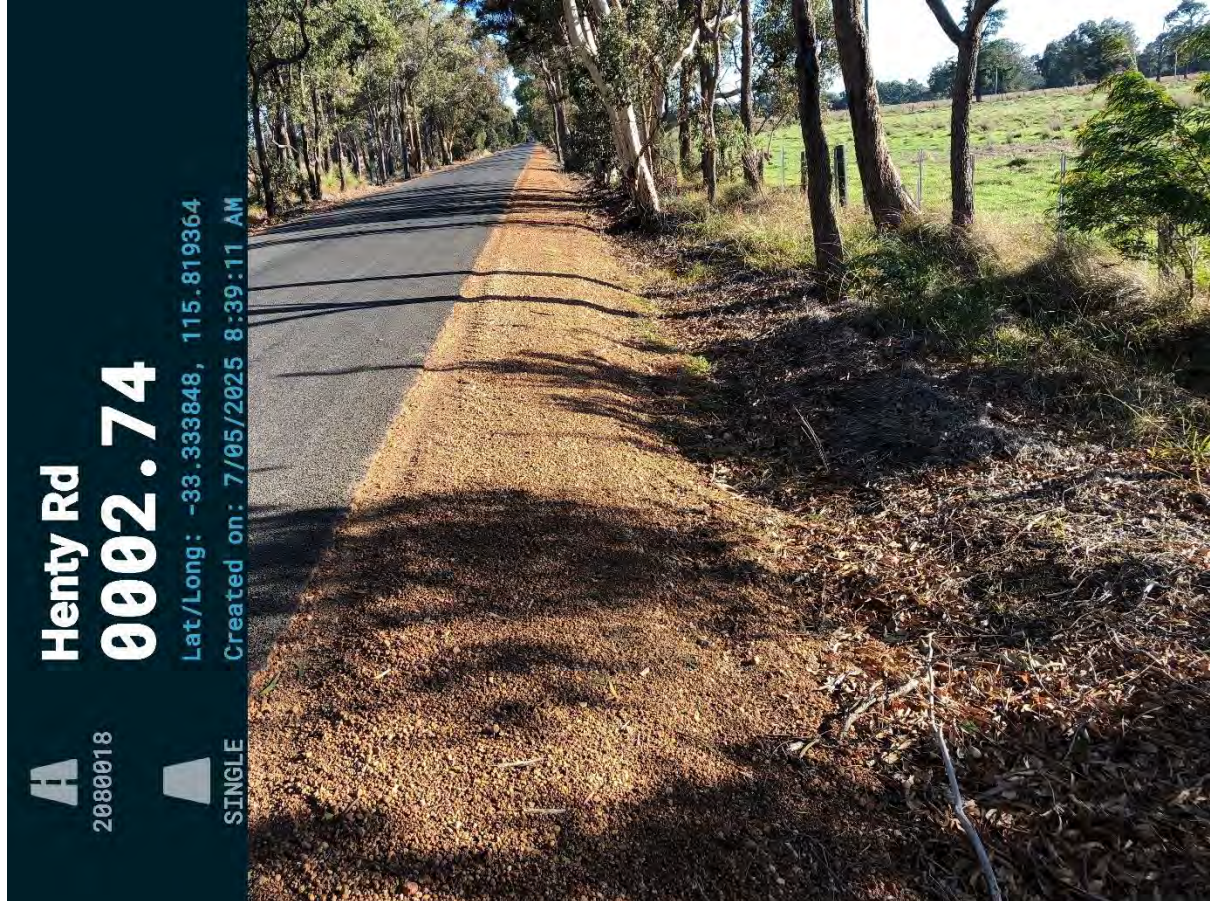
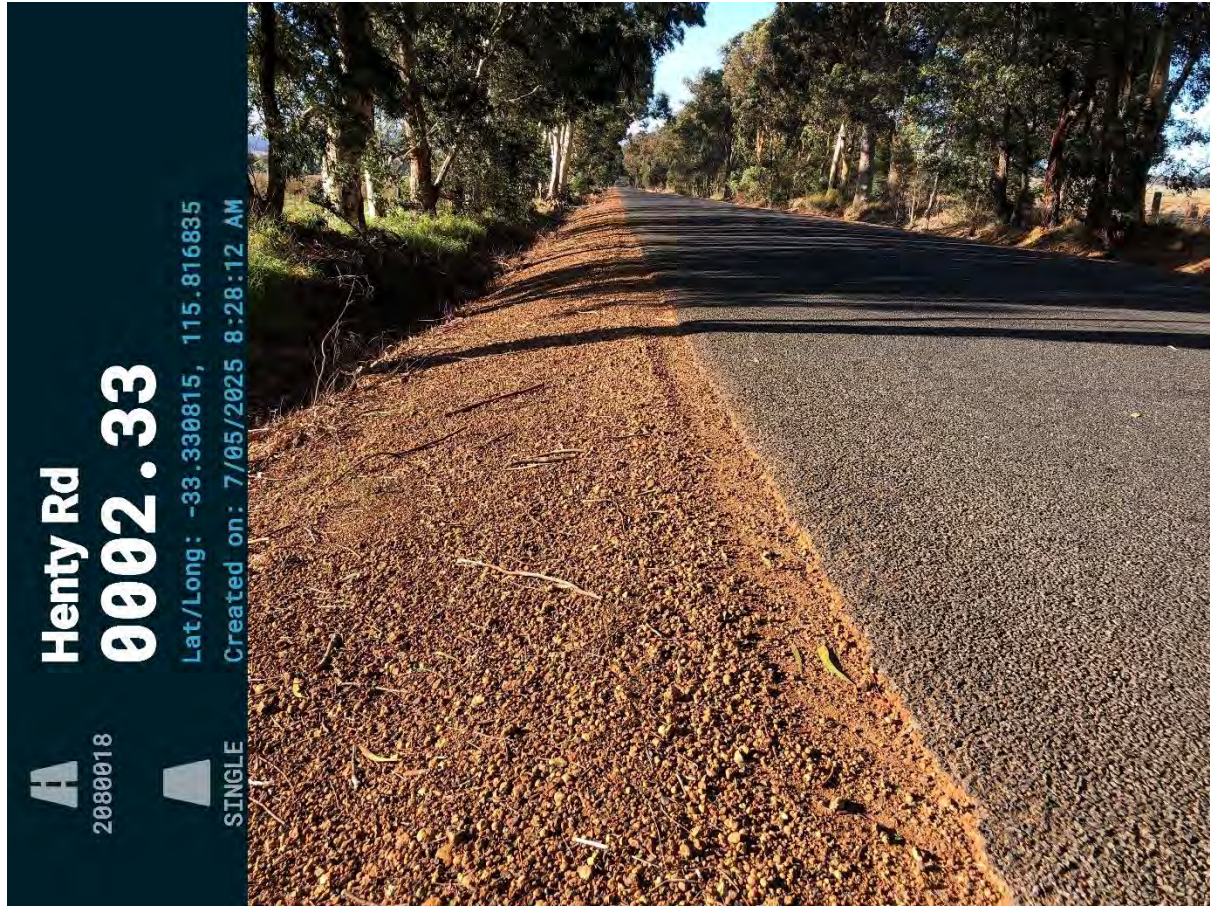
















HENTY RD BRIDGE TABLE

(Appendix ORD: 12.3.2B)

Road_ID	SLK	Bridge width (m)	LHS Image	RHS Image	Centreline Image
2080018	1.17	5.5	 <p><b>Henty Rd 0001.17</b>  <small>2080018</small>  <small>Lat/Long: -33.322379, 115.889641</small>  <small>Created on: 7/15/2021 8:05:59 AM</small>  <small>SINGLE</small></p>	 <p><b>Henty Rd 0001.16</b>  <small>2080018</small>  <small>Lat/Long: -33.322365, 115.889646</small>  <small>Created on: 7/15/2021 8:05:27 AM</small>  <small>SINGLE</small></p>	 <p><b>Henty Rd 0001.16</b>  <small>2080018</small>  <small>Lat/Long: -33.322362, 115.889644</small>  <small>Created on: 7/15/2021 8:05:52 AM</small>  <small>SINGLE</small></p>
2080018	3.38	5.5	 <p><b>Henty Rd 0003.39</b>  <small>2080018</small>  <small>Lat/Long: -33.338791, 115.823842</small>  <small>Created on: 8/15/2021 1:33:46 PM</small>  <small>SINGLE</small></p>	 <p><b>Henty Rd 0003.38</b>  <small>2080018</small>  <small>Lat/Long: -33.338668, 115.823198</small>  <small>Created on: 8/15/2021 1:34:53 PM</small>  <small>SINGLE</small></p>	 <p><b>Henty Rd 0003.38</b>  <small>2080018</small>  <small>Lat/Long: -33.338668, 115.823198</small>  <small>Created on: 8/15/2021 1:35:19 PM</small>  <small>SINGLE</small></p>



Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	0.6	500	3.5	2.3		
2080018	1.01	300	1.7	1.7		
2080018	1.12	300	2.6	1.6		
2080018	1.19	300	1.5	1.7		

Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	1.49	900x600	2.4	2.4		
2080018	2.28	500	3.1	1.15		
2080018	2.3	375	1.4	1.5		
2080018	2.53	375	1.7	1.25		



Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	2.61	375	2.1	1.5		
2080018	2.83	500	1.6	1.5		
2080018	2.85	375	2.3	1.4		
2080018	3.03	375	2.9	2.5		

Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	3.78	375	1.9	1.4		
2080018	3.89	375	2.5	1.4		
2080018	4.23	375	4.5	1.6		
2080018	4.33	375	2.6	1.9		



Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	4.5	375	2.7	1.9		
2080018	4.75	375	1.7	1.5		
2080018	5.28	375	2.2	2.8		
2080018	5.4	375	3.7	3.3		

Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	5.99	375	2.9	1.8		
2080018	6.74	375	3.1	1.8		
2080018	7.1	375	3.2	2.1		
2080018	7.36	375	2.5	2.4		



Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	7.91	375	2.2	3.2		
2080018	8.15	375	2.2	6		
2080018	8.33	375	1.9	6		
2080018	9.19	375	2.2	3.1		

Road_ID	SLK	Diameter (mm)	LHS offset to existing seal (m)	RHS offset to existing seal (m)	Headwall Image LHS	Headwall Image RHS
2080018	9.59	300	4	3.1		
2080018	11.34	375	2.2	1.7		



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## Shire of Dardanup

### Hentey Road Shoulder Widening

Quote Number: CC194

Date: 16th May 2025



T: (08) 9353 1820 | A: 38 Mandarin Rd, Maddington WA 6109 | PO Box 124 Maddington WA 6989

Dowsing Group Pty Ltd ABN: 60 617 211 935 [dowsing.com.au](https://dowsing.com.au)



# QUOTATION LETTER PROVISION OF SERVICE

(Appendix ORD: 12.3.2B)  
**DOWSING**

16th May 2025

Dowsing Quote Number: CC194

Shire of Dardanup  
Attn: Nathan Ryder

## Subject: Hentey Road Shoulder Widening

We have pleasure in submitting our quotation for the Provision of Services outlined below:

### Inclusions

We have allowed for the materials, plant and equipment to supply and install the items and quantities as per our pricing breakdown.

Price based upon Schedule of Rates and Prices: \$3,129,517.05 (excluding GST)

### Schedule of Rates and Prices

Description	Quantity	Unit	Rate \$	Total \$
<b>Section 1</b>				
<b><u>Preliminaries</u></b>				
Mobilisation / Demobilisation	1.00	Each	15,801.32	15,801.32
Traffic Management - 4 man crew closing 1.5Km sections under stop go Incl pilot vehicle	14.00	wk	35,498.64	496,980.96
Supervision	1.00	Item	102,653.60	102,653.60
Site Facilities	1.00	Item	26,106.09	26,106.09
Testing and QA	1.00	Item	85,789.08	85,789.08
<b><u>Widening Works</u></b>				
Box out 100mm using 1m profiler (Assumed 75% of area)	17,400.00	m2	21.50	374,100.00
Box out 100mm using civil crew in areas without proper working room (Assumed 25% of area)	5,800.00	m2	33.87	196,446.00
Profile 150mm and leave in place	23,200.00	Lm	4.87	112,984.00
Place and Compact 100mm Top Up	23,200.00	m2	41.21	956,072.00
Final Trim	23,200.00	m2	5.96	138,272.00
Sealing 14/7mm (widening)	23,200.00	m2	15.36	356,352.00
Audible Lines	23,200.00	m	9.35	216,920.00
Centre Line	11,600.00	m	4.40	51,040.00
<b>Total for Section 1</b>				<b>\$3,129,517.05</b>
			<b>Total Price</b>	<b>\$3,129,517.05</b>

### Qualifications

1. Rates are based on profiling and removing the top 100mm of the existing shoulder. We will then profile insitu the next 150mm down. This will then be topped up and compacted with 100mm crushed rock base course and sealed using a 14/7mm double coat seal;
2. Sections of the shoulder that are under 1m wide will be completed using a civil crew with excavator and skid steer bobcat;
3. Traffic is based on standard Main Roads set up of 1.5Km with 300m tapers;
4. No allowance for any topsoil or greenwaste removal;

## QUOTATION LETTER PROVISION OF SERVICE

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(Appendix ORD: 12.3.2B)

**DOWSING**

5. Terms and conditions for this quotation can be found here:  
[https://dowsing.com.au/Quotation\\_Terms.pdf](https://dowsing.com.au/Quotation_Terms.pdf)

Yours Sincerely,  
Steven Graham  
Estimating Manager



# QUOTATION TERMS AND CONDITIONS

# DOWSING

## GENERAL TERMS & CONDITIONS OF QUOTATION FOR THE PROVISION OF WORK/SERVICES

1	DEFINITIONS AND INTERPRETATION	all similar or equivalent rights or forms of protection in any part of the world;
1.1	In the Contract the following definitions apply:	
1.1.1	Application for Credit means an application for credit from the Customer to Dowsing for the provision of credit;	1.1.12 Particulars mean the particulars that form part of the Quotation, including the inclusions, Schedule of Rates and Prices and qualifications;
1.1.2	Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia;	1.1.13 Price means the Price for the Works referred to in the Particulars and payable by the Customer to Dowsing for performance of the Works in accordance with clause 9;
1.1.3	Contract means the contract between Dowsing and the Customer for the Works, inclusive of the Quotation, Particulars, General Conditions, Drawings and Specifications, Schedule of Rates and Prices, and any other document expressly referred to in the Particulars as being a Contract Document;	1.1.14 PPSA means the <i>Personal Property Securities Act 2009</i> (Cth);
1.1.4	Contract Default has the meaning given in clause 6;	1.1.15 Quotation means the Quotation to which this document relates, and which incorporates the Particulars;
1.1.5	Customer means the person who is engaging Dowsing to perform the Works as described in this document;	1.1.16 Schedule of Rates and Prices means the Schedule of Rates and Prices referenced in the Particulars (if any);
1.1.6	Deliverables means any products, materials, goods or things being supplied to the Customer as part of the Works;	1.1.17 Secured Money means all amounts which from time to time may be payable by the Customer to Dowsing in connection with the Contract;
1.1.7	Drawings and Specifications means the drawings or specifications or both expressly identified in the Particulars;	1.1.18 Secured Obligations means all of the <b>Customer's obligations under the</b> Contract;
1.1.8	Dowsing means Dowsing Group Pty Ltd (ABN 60 617 211 935) unless the Works are predominantly for road profiling services Profiling West Pty Ltd (ABN 54 647 808 071).	1.1.19 Works means the works, including the procuring and supply of Deliverables, to be performed by Dowsing for the Customer as set out in the Particulars.
1.1.9	Dowsing Materials means all materials, plant, tools, equipment, documents and other property of Dowsing required to be utilised in the performance of the Works;	1.2 Any special conditions or qualifications noted in the Particulars shall prevail to the extent of any inconsistency with any other clause of the Contract (including the General Conditions). Otherwise (and unless otherwise agreed in the special conditions), the following order of precedence applies to resolve inconsistencies or discrepancies between contract documents:
1.1.10	Force Majeure Event means an event beyond the reasonable control of Dowsing, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Dowsing or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of <b>Dowsing's suppliers in any way whatsoever</b> or howsoever caused;	1.2.1 the Particulars (not including the Drawings and Specifications);
1.1.11	Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and	1.2.2 the General Conditions;
		1.2.3 the Drawings and Specifications;
		1.2.4 any other document comprising the Contract.
2	BASIS OF CONTRACT	
2.1	Acceptance of the Quotation by the Customer may occur by any of the following (or a combination of any of them):	
2.1.1	the Customer issuing a purchase order or similar document in respect of the Works;	
2.1.2	the Customer instructing (orally in or writing) Dowsing to mobilise or commence the Works; or	
2.1.3	by conduct, including where the Customer continues to deal with Dowsing in relation to the Works.	
2.2	Upon acceptance of the Quotation, the Contract constitutes the entire agreement between the parties and supersedes any competing terms or conditions that may have been supplied by the Customer, either under any request for tender, purchase order or other document given by the	



**QUOTATION TERMS AND CONDITIONS**

	Customer to Dowsing. The parties agree that there are no contracts collateral to this Contract.				
2.3	The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Dowsing which is not set out in this Contract.			3.5.1	the need for more than one site mobilisation and demobilisation;
2.4	Any samples, drawings, construction programs, descriptive matter or advertising issued by Dowsing, and any <b>descriptions or illustrations contained in Dowsing's catalogues or brochures</b> , are issued or published for the sole purpose of giving an approximate idea of the Works described in them. They are not binding between the parties and shall not form part of the Contract or have any contractual force or effect.			3.5.2	delay or disruption to the Works for reasons <b>beyond Dowsing's control</b> ;
2.5	The terms and conditions in this document apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.			3.5.3	a change in the sequence or timing of Works (or part thereof) for reasons <b>beyond Dowsing's control</b> ;
2.6	Where the Customer has an Application for Credit approved by Dowsing, the terms and conditions in this document are to be read in conjunction with the terms and conditions of the Application for Credit.			3.5.4	discovery of any site condition (natural or artificial) which had not been reasonably contemplated by Dowsing at the time of providing the Quotation;
				3.5.5	the need for location, treatment, protection, relocation or removal of buried services;
				3.5.6	the need for excavation in rock or hard ground (ground shall be deemed to be hard ground where the ground is incapable of being easily excavated by the excavation plant that Dowsing intended at the time of Quotation to mobilise to perform the Works);
				3.5.7	the need for treatment or disposal of any unsuitable, hazardous or contaminated material including asbestos;
3	<b>PRICE</b>			3.5.8	the need for dewatering or dust control measures;
3.1	On the terms set out in this Contract:			3.5.9	the need for importation, conditioning, treatment, or disposal of fill; or
3.1.1	Dowsing agrees to perform the Works for the Price; and			3.5.10	the need for working outside of usual business hours.
3.1.2	the Customer agrees that it will pay Dowsing the Price for its performance of the works on the terms set out in this Contract.	3.6			<b>Without limitation of Dowsing's rights, where an event or circumstance referred to in clause 3.5 comes to pass (other than due to a breach of Contract on the part of Dowsing) and:</b>
3.2	Subject to any adjustment permitted by this Contract, the Price is:			3.6.1	Dowsing incurs loss or damage as a result; or
3.2.1	where Dowsing has quoted a lump sum, the lump sum amount indicated in the Quotation;			3.6.2	<b>Dowsing's</b> performance of any of its obligations under the Contract is disrupted, prevented or delayed as a result; or
3.2.2	where Dowsing has quoted rates, the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out by Dowsing by the quoted rate for the section or item (as set out in Schedule of Rates and Prices);			3.6.3	Dowsing chooses (acting reasonably) to take some action in order to overcome or address (in whole or part) the effects of the event or circumstance, such as the provision of additional work or services;
3.2.3	where Dowsing has quoted a combination of a lump sum and rates, the aggregate of the sums referred to in clause 3.2.1 and 3.2.2.				Dowsing shall be entitled to claim from the Customer (in addition to the Price) a reasonable sum (as reasonably determined by Dowsing) to reflect its loss or damage, or to reflect the value of the action taken (as the case may be), such <b>reasonable sum to include a margin for Dowsing's on and off-site overheads.</b>
3.3	Dowsing (acting reasonably) shall be entitled to select a method of measurement for the determination of quantities.				Before taking the action contemplated by clause 3.6.3 above, Dowsing must (if it is practicable to do so) first attempt to <b>secure the Customer's agreement to the taking of such action.</b> Dowsing shall not be obliged in any event to seek the <b>Customer's</b> agreement where Dowsing reasonably considers the taking of such action is necessary on an urgent basis to prevent injury, loss or damage occurring. Subject to this clause, if the Customer does not agree to take any action proposed by Dowsing pursuant to clause 3.6.3, Dowsing will not undertake that action but shall be entitled to terminate the Contract.
3.4	To the extent that Dowsing is entitled to be paid a rate (as opposed to a lump sum), if:	3.7			Nothing in this clause shall compel Dowsing to do any act or thing in order to avoid or overcome an event or circumstance referred to in clause 3.5.
3.4.1	in respect of such rate the Schedule of Rates and Prices specifies a particular quantity for the section or item or work the subject of the rate (which specified quantity is the Specified Quantity); and				
3.4.2	the measured quantity for that section or item of work (as measured by Dowsing) is less than the Specified Quantity (,				
	Dowsing shall be entitled (if Dowsing, acting reasonably, considers it necessary) to reasonably adjust the rate for that section or item of work, having regard to the cost impact on Dowsing arising out of the adjustment in quantities between the Specified Quantity and measured. Where Dowsing makes an adjustment, it shall notify the Customer in writing and the Price shall be adjusted accordingly.	3.8			
3.5	Unless expressly stated to the contrary in the Quotation, the Price includes no allowance for the following events or circumstances:	4			<b>DOWSING'S OBLIGATIONS</b>
		4.1			Dowsing warrants to the Customer that the Works will be performed using reasonable care and skill.

**QUOTATION TERMS AND CONDITIONS**

4.2	Dowsing shall supply the Works to the Customer in accordance with the Drawings and Specifications. However, Dowsing shall not in any event be responsible for any defect, discrepancy, error or omission in:	5.7	To the maximum extent permitted by law, a party shall under no circumstances whatsoever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of opportunity, economic loss or any other indirect or consequential loss arising under or in connection with the Contract or the performance of the Works, including in respect of any delay damages or liquidated damages that may be payable by a party to a third party.
4.2.1	the Drawings or Specifications (including the selection of any material made therein);		
4.2.2	any design associated with the Works;		
4.2.3	any work that is carried out by the Customer or its contractors, consultants and affiliates.		
4.3	Time shall not be of the essence for the commencement or performance of the Works.	5.8	<b>To the maximum extent permitted by law, Dowsing's liability for anything in relation to the Deliverables, their use, or their installation, is limited in Dowsing's discretion to either:</b>
4.4	Dowsing shall have a reasonable period of time within which to commence and perform the Works (and any agreed variation thereof).	5.8.1	replacing the relevant Deliverable with the same or equivalent Deliverable, or paying the cost of such replacement Deliverable; or
4.5	Dowsing shall use reasonable endeavours to meet any performance dates/milestones referred to in the Contract or in any program (including any program prepared by Dowsing), but any such dates shall be estimates only.	5.8.2	repairing the Deliverable or paying for its repair.
5	<b>LIMITATIONS OF LIABILITY</b>	5.9	<b>To the maximum extent permitted by law, Dowsing's liability for anything in relation to the performance of services as part of the Works is limited in Dowsing's discretion to either:</b>
5.1	Except as expressly set out in this document, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.	5.9.1	the supply of those services again; or
5.2	For the avoidance of doubt, nothing in this Contract (including this clause 5) excludes any statutory warranty or guarantee applicable to the Customer under the <i>Australian Consumer Law</i> (or equivalent State legislation) which is not capable of being excluded by agreement.	5.9.2	payment of the cost of having the services supplied again.
5.3	Dowsing will, to the extent practicable, exercise reasonable care to minimise any damage to any other property. The Customer must inspect such other property as soon as practicable and in any event within 14 Business Days of Dowsing completing the Works and advise Dowsing in writing within that period of any damage which the Customer <b>considers is Dowsing's responsibility. If Dowsing agrees that it is liable for such damage, Dowsing shall be given a reasonable opportunity to rectify such damage within a reasonable period of time. Dowsing reserves the right to refuse liability for any damage notified to it outside the nominated period where the Customer's failure to notify Dowsing in a timely fashion has materially prejudiced Dowsing's ability to investigate and rectify the alleged damage.</b>	5.10	Nothing in this clause 5 shall limit or exclude <b>Dowsing's</b> liability for:
5.4	Dowsing will not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.	5.10.1	<b>death or personal injury caused by Dowsing's negligence, or the negligence of its employees, agents or subcontractors; or</b>
5.5	Dowsing is not responsible for any damage due to <b>circumstances or events beyond Dowsing's control. This includes but is not limited to any damage to property or the Works which is:</b>	5.10.2	fraud or fraudulent misrepresentation.
5.5.1	caused by the Customer, or its agents or other contractors;	5.11	This clause 5 shall survive termination of the Contract for any reason.
5.5.2	damage that cannot be reasonably avoided in the performance of the Works; or	6	<b>CUSTOMER'S OBLIGATIONS</b>
5.5.3	caused by improper care and maintenance of the Works by the Customer.	6.1	The Customer warrants and agrees that it will:
5.6	In undertaking the Works, noise, dust and other debris may be produced. Unless otherwise expressly agreed in the Quotation, Dowsing is not liable for any need for any person or thing to vacate any area on or near where the Works are performed due to noise, dust or debris, or for any damage or disturbance that the dust or debris may cause.	6.1.1	ensure that the Particulars, the Drawings and Specifications, and further any other information supplied to Dowsing for the purposes of this Contract (including in any request for quotation), is complete, accurate and suitable for its intended purpose;
		6.1.2	obtain and maintain all necessary approvals, permissions and consents which may be required for the Works to be performed at the premises or site in which they are being performed before the date on which the Works are to commence (including any approvals from adjoining landowners);
		6.1.3	promptly provide Dowsing with such information as Dowsing may reasonably require in order to undertake the Works, and ensure that such information is accurate in all respects;
		6.1.4	ensure that Dowsing is not interrupted or disrupted in the performance of the Works;
		6.1.5	provide Dowsing with adequate, continuous and uninterrupted access to the areas in which Dowsing will be required to work in order to perform this Contract, including provision of:
		(a)	suitable loading, unloading and parking areas;
		(b)	suitable and accessible laydown areas at the site for storage of Dowsing Deliverables and Dowsing Materials;



**QUOTATION TERMS AND CONDITIONS**

6.1.6	except to the extent that Dowsing has expressly agreed to the contrary in the Contract, provide Dowsing in a timely fashion with any lifting equipment, access equipment or hoists as may be reasonably required Dowsing to transport (without delay) Deliverables and Dowsing Materials across the site to the place where the Works are to be performed;	7	<b>DEFECTIVE WORKS</b>
6.1.7	provide all services and facilities as are necessary or desirable for the timely and safe performance of <b>Dowsing's</b> works, except to the extent that Dowsing has expressly agreed in the Contract to provide them, including without limitation water, power, ablutions, site offices and traffic management and (where work is outside Perth metropolitan area) flights, transport and accommodation;	7.1	Where the Customer considers that any aspect of the Works have not been performed in accordance with the Contract, the Customer must give prompt written notice thereof to Dowsing, including full particulars of the nature, basis and location of the alleged non-conformance with the Contract.
6.1.8	ensure that the site where Dowsing will be carrying out any part of the Works are:	7.2	The Customer must further give Dowsing a reasonable opportunity to inspect and test (including via a consultant or expert) the alleged non-conforming aspect of the Work.
	(a) safe and free of any obstructions (including buried services) which would disrupt or delay <b>Dowsing's performance of the Works;</b> and	7.3	Dowsing shall further be given a reasonable opportunity to attend to rectification of any failure of the Works to conform to the Contract.
	(b) properly prepared and ready for the performance of the Works;	8	<b>VARIATIONS</b>
6.1.9	<b>ensure the safety of Dowsing's staff while on</b> site, comply with all applicable occupational health and safety legislation, and do all things necessary to ensure that any other contractor, servant, agent, guest or client of the Customer does not injure any Dowsing staff;	8.1	The Customer may request Dowsing to vary the scope of the Works for a reasonable price but Dowsing shall not be obliged to agree to any such variation.
6.1.10	in relation to all Dowsing Materials that are located at the Customer's premises or left in <b>the Customer's custody or possession:</b>	8.2	Where the Customer wishes Dowsing to carry out a variation to the Works, the parties shall (if Dowsing is otherwise agreeable to carrying out that variation) agree a reasonable price for such variation.
	(a) keep and maintain those Dowsing Materials in safe custody and in good condition at its own risk;	8.3	In the event that Dowsing agrees to carry out a variation but the parties have not or are unable to agree a reasonable price, Dowsing shall (acting reasonably) determine the price of the variation.
	(b) not dispose of or use or encumber those Dowsing Materials, other than in <b>accordance with Dowsing's</b> written consent; and	8.4	In pricing a variation, Dowsing may (to the extent it is reasonable to do so) have regard to any applicable rates and prices in the Schedule of Rates and Prices.
	(c) pay on demand the replacement cost of any of those Dowsing Materials that are lost or stolen while at the Customer's <b>premises or in the Customer's possession or custody.</b>	8.5	Unless otherwise agreed by Dowsing in writing:
6.2	<b>Any breach of the Customer's obligations and warranties</b> in clause 6.1 shall be a Contract Default.	8.5.1	Dowsing shall be entitled to render a separate invoice for the full price of the variation; and
6.3	<b>Without limitation of Dowsing's rights,</b> where:	8.5.2	Dowsing shall be entitled to defer performance of the works the subject of the variation until <b>Dowsing's invoice for the price of the variation</b> is paid in full.
6.3.1	Dowsing incurs loss or damage by reason of a Contract Default; or	8.6	Dowsing may request that the Customer agree to vary the scope of the Works. If Dowsing does so, the parties will negotiate in good faith in relation to that request.
6.3.2	<b>Dowsing's</b> performance of any of its obligations under the Contract is disrupted, prevented or delayed by reason of a Contract Default;	8.7	Varied work agreed to be performed by Dowsing shall be otherwise subject to the terms of this Contract.
	Dowsing shall be entitled to claim from the Customer a reasonable sum (as reasonably determined by Dowsing) to reflect its loss or damage.	9	<b>PAYMENT TERMS</b>
		9.1	Dowsing shall make any claim for payment from the Customer by way of invoice.
			<b>INVOICES FOR THE PRICE</b>
		9.2	Dowsing is entitled to invoice the Customer for the Price:
		9.2.1	in the manner set out in the Particulars (if applicable); or
		9.2.2	the Particulars do not indicate the manner of invoicing for the Price, progressively every 14 days following the date of Contract for the value of Works performed by Dowsing up to the date of the invoice, plus the value of any deposit or fee paid or agreed to be paid by Dowsing to its suppliers in that period to acquire any Deliverable or material necessary to perform, or be incorporated into, the Works.
		9.3	Where by this Contract Dowsing invoices for the value of Works performed by Dowsing up to the date of the invoice, then (subject to any contrary position stated in the Particulars):

# QUOTATION TERMS AND CONDITIONS

- 9.3.1 to the extent the Price is a lump sum for the **performance of Dowsing's obligations under this Contract** (lump sum obligations), the value claimed in the invoice shall be **Dowsing's** assessment of proportion of the Price that is equal to the proportion that the obligations performed and detailed in the invoice are of the lump sum obligations; or
- 9.3.2 to the extent the Price is such that Dowsing is to be paid in accordance with rates, the value **claimed shall be Dowsing's assessment of the** value of the obligations performed and detailed in the claim calculated by reference to those rates (subject to any adjustment to those rates authorised by this Contract); or
- 9.3.3 in any other case — a reasonable amount for the obligations performed and detailed in the invoice.
- 9.4 Where a deposit is referred to in the Particulars as payable by the Customer to Dowsing, then Dowsing is entitled to withhold performance of the Works (including the ordering of any Deliverables) until the deposit has been paid in full.
- 9.5 **Any failure on Dowsing's part to issue an invoice on the date** or dates on which Dowsing is entitled to issue an invoice shall not be a breach of this Contract or prejudice **Dowsing's** rights to invoice and Dowsing may issue an invoice after the date on which it would otherwise have been entitled to invoice the Customer.

## ASSESSMENT AND PAYMENT

- 9.6 Within 14 days of the date of receipt of an invoice, or within any other period of time specified in the Particulars, the Customer shall:
- 9.6.1 review the invoice to check that it is in accordance with the Contract;
- 9.6.2 to the extent that the Customer disputes paying the invoice, or any aspect of it, notify Dowsing in writing of the extent to which, and grounds on which, the invoice is disputed; and
- 9.6.3 in any event pay the full amount of the invoice to Dowsing (in full and in cleared funds to the bank account nominated in the invoice).
- 9.7 Where the Customer does not dispute the invoice strictly in accordance with clause 9.6, the invoice shall be deemed to be undisputed.
- 9.8 Where the Customer disputes an invoice for any reason, the parties must negotiate in good faith and endeavour to resolve the dispute within 7 days of the date on which the Customer first provided written notice of the dispute in accordance with clause 9.6.2. If the dispute is not resolved within this period then it may be resolved by a court of competent jurisdiction in Western Australia.
- 9.9 Time for payment shall be of the essence of the Contract.
- 9.10 Without limiting any other right or remedy of Dowsing, if the Customer fails to make any payment due to Dowsing under the Contract by the due date for payment, Dowsing shall have the right to charge interest on the overdue amount at the rate of 10% per cent per annum from the original due date for payment until the date of actual payment of the overdue amount.
- 9.11 The Customer shall pay all amounts due under the Contract in full without any abatement, deduction, set-off or withholding.

## INVOICES FOR OTHER PAYMENT CLAIMS THAT MAY BE

## MADE UNDER THIS CONTRACT

- 9.12 Where, by this Contract, Dowsing is entitled to claim an amount from the Customer, or invoice the Customer, for an amount other than (or in addition to) the Price, Dowsing may (at a time of its choosing subject to this Contract) submit an invoice to the Customer for such amount. Such invoice shall be reviewed and paid for by the Customer as if it were an invoice pursuant to clause 9.2 above and clauses 9.6 to 9.11 shall apply with any necessary changes.
- 10 GST
- 10.1 Unless expressly agreed otherwise in writing, all amounts stated in the Contract are exclusive of GST. Where any taxable supply for GST purposes is made by Dowsing to the Customer under this Contract, the Customer must (on receipt of a valid GST invoice from Dowsing) pay to Dowsing such additional amounts in respect of GST as are chargeable at the same time as payment is due for the Works. Terms used in this paragraph which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.

## 11 CONFIDENTIALITY

- 11.1 The Customer shall keep in strict confidence the Price, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by Dowsing to the Customer, its employees, agents or subcontractors, and any other confidential information concerning the Dowsing business or its products or its services which the Customer may obtain from entering into this Contract. The Customer shall restrict disclosure of such confidential information to circumstances where such disclosure is required by law or necessary to perform the Contract. This clause 11 shall survive termination of the Contract.

## 12 TERMINATION AND SUSPENSION

- 12.1 Without limiting any other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;
- 12.1.2 the other party becomes insolvent or commits an act or insolvency which includes, but is not limited to:
- (a) if a controller, receiver, administrator or liquidator is appointed to the other party or any part of its property;
  - (b) if the other party commits an act of bankruptcy or fails to comply with a statutory demand;
  - (c) any other event of insolvency occurs; or
  - (d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a

**QUOTATION TERMS AND CONDITIONS**

	substantial part of its business; or		be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
12.1.3	the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his/her own affairs or becomes a patient under any mental health legislation.	13.1.5	the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
12.2	Without limiting its other rights or remedies, Dowsing may immediately suspend performance of its obligations under this Contract by giving written notice to the Customer whenever:	13.1.6	clauses which expressly or by implication have effect after termination shall continue in full force and effect.
12.2.1	the Customer fails to pay any amount due under this Contract on the due date for payment; or	13.2	Where Dowsing terminates the Contract pursuant to clause 12, Dowsing shall be entitled to claim from the Customer such relief as it could have claimed from the Customer as if Dowsing had terminated for repudiation at common law.
12.2.2	a Contract Default is subsisting, and may terminate the Contract by further written notice where such failure to pay or Contract Default (as the case may be) continues to subsist for a further 7 days after Dowsing suspends performance.	14	<b>INSURANCE AND RISK</b>
13	<b>CONSEQUENCES OF TERMINATION</b>	14.1	Deliverables supplied by Dowsing to the Customer in the <b>course of performance of the Works are at the Customer's</b> risk immediately on delivery to the Customer or into the <b>Customer's</b> custody (whichever is the sooner). The Customer must insure the Deliverables at its own cost from the date of delivery until they are paid for. The Customer must note the interest of Dowsing in the Deliverables on the insurance policy and, at the request of Dowsing, must produce an insurance certificate to this effect for inspection.
13.1	On termination of the Contract for any reason:	14.2	Dowsing agrees to only take out those insurances as required by law. The Customer is responsible for all other insurance that may be necessary or desirable in respect of the Works. In any event, the Customer is responsible for effecting and maintaining:
13.1.1	the Customer shall immediately pay to Dowsing all of Dowsing's outstanding unpaid invoices and interest (if applicable);	14.2.1	any insurance required by law;
13.1.2	in respect of work the subject of this Contract which has been performed by Dowsing (including the procurement or partial procurement of any Deliverables including any Deliverables which have not yet been delivered to the Customer) but for which no invoice has yet been submitted to the Customer, Dowsing shall submit an invoice to the Customer as soon as practicable for the value of such work, and such invoice shall be reviewed and paid for by the Customer as if it were an invoice pursuant to clause 9.2 above and clauses 9.6 to 9.11 shall apply with any necessary changes. If such invoice includes an amount for Deliverables not yet delivered to the Customer, the Customer must pay Dowsing for those Deliverables in accordance with the invoice and, on payment, Dowsing will deliver those Deliverables to the Customer. Title in such Deliverables passes to the Customer on the later of payment by the Customer and delivery by Dowsing;	14.2.2	contract works insurance in respect of the Works for reinstatement value, in respect of which Dowsing is an insured party and which will respond even if Dowsing is a negligent party;
13.1.3	if Dowsing was entitled, immediately prior to the termination, to render any invoice pursuant to the Contract, Dowsing shall be entitled to render such invoice as soon as practicable following termination and such invoice shall be reviewed and paid for by the Customer as if it were an invoice pursuant to clause 9.2 above and clauses 9.6 to 9.11 shall apply with any necessary changes;	14.2.3	public liability insurance with a coverage limit of not less than \$20 million.
13.1.4	the Customer shall return all of Dowsing Materials and any Deliverables which have not been fully paid for at the date of termination. If the Customer fails to do so, then Dowsing may, without prior notice, enter the Customer's premises or the site on which the Works were being performed and take possession of them. Until such time as the Dowsing Materials have been returned to Dowsing, the Customer shall	15	<b>OWNERSHIP AND RETENTION OF TITLE</b>
		15.1	Property in the Deliverables supplied by Dowsing under this Contract does not pass to the Customer until Dowsing has been paid the Price in full. Until such time as the Price is paid in full, the Customer:
		15.1.1	must properly store, protect and insure the Deliverables which have been delivered to the Customer or to site in a manner that clearly shows that such Deliverables are the property of Dowsing;
		15.1.2	may not re-sell or otherwise deal with or encumber or grant any interest to any third party in respect of the Deliverables except with <b>Dowsing's express written</b> consent.
		15.2	Without prejudice to any other rights of Dowsing, Dowsing is entitled to reclaim possession of the Deliverables wherever Dowsing has reason to believe that it is entitled to exercise a right of termination under this Contract.
		15.3	The Customer irrevocably authorises Dowsing to at any time and without prior notice enter any premises or site upon which Deliverables or Dowsing Materials are stored to enable Dowsing to reclaim possession of them, including where

**QUOTATION TERMS AND CONDITIONS**

	Dowsing has a right to seize the Deliverables or Dowsing Materials pursuant to the PPSA.		of the PPSA to an interested person, or any other person or entity instructed by an interested person. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
15.4	<b>Dowsing's property in the Deliverables is not affected by the fact that the Deliverables become fixtures attached to premises of the Customer or a third party.</b>		
15.5	The Dowsing Materials remain the property of Dowsing at all times.		
15.6	Without limiting clauses 15.1 or 15.5, as security for payment of the Secured Money and performance of the Secured Obligations, the Customer charges in favour of Dowsing any interest it has or may in future have in the Dowsing Materials and the Deliverables.	16	<b>SECURITY</b>
<b>PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) (PPSA)</b>			As security for payment of the Secured Money and performance of the Secured Obligations, the Customer charges in favour of Dowsing all of its present and after acquired real and personal property (including all personal property as defined by the PPSA).
15.7	Dowsing may register a security interest as defined in the PPSA in relation to any security interest contemplated or constituted by this Contract and the proceeds of any dealings with or in respect of the Deliverables (PPS Security Interest).	17	<b>GENERAL</b>
15.8	The Customer is required to do anything that Dowsing requires of it for the purposes of:	17.1	Dowsing may at any time and without prior notification to the Customer assign any or all of its rights under the Contract, or subcontract the performance of any part of the Works to a subcontractor.
15.8.1	<b>ensuring that Dowsing's PPS Security Interest in the Deliverables is enforceable, perfected and otherwise effective under the PPSA;</b>	17.2	The Customer must not, without the prior written consent of Dowsing, assign any of its rights under the Contract.
15.8.2	enabling Dowsing to apply for any registration, or give any notification, in connection with the PPS Security Interest so that the PPS Security Interest has the priority required by Dowsing;	17.3	Any notice or other communication required to be given to a party under or in connection with this Contract must be in writing and must be delivered to the other party:
15.8.3	ensuring that the PPS Security Interest remains vested in Dowsing;	17.3.1	personally; or
15.8.4	<b>enabling Dowsing to register a "financing statement" or a "financing change statement"; and</b>	17.3.2	by post, fax or email to the numbers/addresses nominated in the Quotation (which details may be updated by notice in writing to the other party pursuant to this clause).
15.8.5	enabling Dowsing to exercise its rights in connection with the PPS Security Interest.	17.4	A notice is taken as delivered: (a) if delivered personally, on the day it is delivery, (b) if posted, on the 5 <sup>th</sup> business day after posting; (c) if faxed, when the sender receives confirmation that the transmission has been successful; and (a) if emailed, at the time the email is sent unless the sender receives an automated message that delivery of the email has failed. If a notice would be taken as delivered outside ordinary business hours, the notice will be taken to be received at 9am on the next Business Day.
15.9	Dowsing need not give any notice under the PPSA (including a notice of a verification statement) and the Customer waives its right to receive such notices, unless the notice is required by the PPSA and cannot be excluded.	17.4.1	
15.10	To the extent that Chapter 4 of the PPSA applies to any PPS Security Interest under this Contract, the following provisions of the PPSA do not apply, and for the purposes of section 115 of the PPSA are "contracted out" of: s 95, s 118, s 121(4), s 125, s 130, s 132(3)(d), s 132(4), s 135, s 142 and 143, and all other provisions that are contrary to this Contract.	17.5	A waiver of any right under the Contract by Dowsing is only effective if it such waiver is in writing. Any such waiver shall not be deemed to be a waiver of any subsequent breach or default.
15.11	Other than a security interest expressly created by this Contract, the Customer will not create or purport to create any security interest in the Deliverables or the Dowsing Materials, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Deliverables or the Dowsing Materials in favour of a third party without Dowsing's prior written consent.	17.6	If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the Contract shall not be affected.
15.12	To the extent that any other security interest is registered on the PPSR over the Deliverables or the Dowsing Materials, the Customer agrees to remove or take all steps as directed by Dowsing to remove such registration within a reasonable time (and in any event within 14 days) of being notified by of the existence of the registration of that security interest.	17.7	If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
15.13	Unless otherwise agreed in writing, and to the extent permitted by the PPSA, Dowsing and the Customer agree not to disclose information of the kind referred to in section 275(1)	17.8	This Contract is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts.

**MetroCount Traffic Executive**  
**Weekly Vehicle Counts (Virtual Week)**

**VirtWeeklyVehicle-188 -- English (ENA)**

**Datasets:**

**Site:** [208\_000018\_000635] Henty Road - 110m north of Henty Lodge (646) driveway  
**Attribute:** Henty Road  
**Direction:** 7 - North bound A>B, South bound B>A. **Lane:** 0  
**Survey Duration:** 14:14 Tuesday, 12 December 2023 => 11:25 Wednesday, 3 January 2024,  
**Zone:**  
**File:** 208-0018-0635 0 2024-01-03 1125.EC0 (Plus )  
**Identifier:** DS19RZ14 MC56-L5 [MC55] (c)Microcom 19Oct04  
**Algorithm:** Factory default axle (v5.08)  
**Data type:** Axle sensors - Paired (Class/Speed/Count)

**Profile:**

**Filter time:** 16:00 Tuesday, 12 December 2023 => 10:00 Wednesday, 3 January 2024 (21.75)  
**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12  
**Speed range:** 10 - 160 km/h.  
**Direction:** North, East, South, West (bound), P = North, Lane = 0-16  
**Separation:** Headway > 0 sec, Span 0 - 100 metre  
**Name:** Default Profile  
**Scheme:** Vehicle classification (AustRoads94)  
**Units:** Metric (metre, kilometre, m/s, km/h, kg, tonne)  
**In profile:** Vehicles = 6355 / 6377 (99.66%)



**Weekly Vehicle Counts (Virtual Week)****VirtWeeklyVehicle-188****Site:** 208\_000018\_000635.0.1NS**Description:** Henty Road - 110m north of Henty Lodge (646) driveway**Filter time:** 16:00 Tuesday, 12 December 2023 => 10:00 Wednesday, 3 January 2024**Scheme:** Vehicle classification (AustRoads94)**Filter:** Cls(1-12) Dir(NESW) Sp(10,160) Headway(>0) Span(0 - 100) Lane(0-16)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
<b>Hour</b>									
0000-0100	1.3	0.3	0.3	0.0	0.3	1.0	1.0	0.4	0.6
0100-0200	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0200-0300	0.3	0.0	0.0	0.3	0.3	0.3	0.0	0.2	0.2
0300-0400	0.7	0.7	1.8	1.0	0.0	0.3	0.0	0.9	0.7
0400-0500	0.7	0.7	0.8	1.0	0.3	0.0	1.0	0.7	0.6
0500-0600	1.7	1.3	3.8	4.0	4.0	3.3	4.0	3.0	3.2
0600-0700	4.3	7.3	6.5	7.7	6.7	3.3	6.7	6.5	6.1
0700-0800	10.3	9.7	12.0	10.3	11.7	9.0	12.0	10.9	10.8
0800-0900	10.7	13.0	16.8	17.0	19.3	19.0	20.3	15.4	16.6
0900-1000	21.3	18.7	15.0	18.0	23.7	20.3	32.0	19.1	21.0
1000-1100	<b>38.3</b>	18.7	21.3	<b>24.7</b>	<b>33.0</b>	39.3	<b>47.0</b>	<b>27.2</b>	<b>31.8</b>
1100-1200	27.7	<b>20.7</b>	<b>26.3</b>	23.7	28.7	<b>41.3</b>	33.0	25.4	28.8
1200-1300	<b>25.0</b>	22.7	<b>22.7</b>	23.7	27.0	37.7	29.7	24.2	<b>26.9</b>
1300-1400	21.0	24.7	18.0	24.3	26.7	<b>37.7</b>	<b>30.7</b>	22.9	26.1
1400-1500	19.0	22.3	22.3	<b>27.3</b>	<b>31.7</b>	30.7	29.7	<b>24.5</b>	26.1
1500-1600	20.0	<b>25.0</b>	20.3	25.0	29.0	30.7	28.0	23.9	25.4
1600-1700	18.0	17.8	22.0	21.3	21.7	34.3	28.3	20.0	23.1
1700-1800	14.7	16.8	16.0	25.0	16.7	19.7	15.0	17.8	17.6
1800-1900	11.3	8.0	12.3	17.7	17.3	10.0	10.7	13.0	12.3
1900-2000	8.7	7.5	8.0	11.3	8.0	9.3	10.7	8.6	9.0
2000-2100	3.0	4.8	6.7	3.3	5.0	5.7	3.3	4.6	4.5
2100-2200	2.7	0.5	1.3	3.0	5.0	4.0	2.3	2.4	2.6
2200-2300	2.3	1.3	1.0	1.0	2.0	2.0	2.7	1.5	1.7
2300-2400	0.3	0.3	0.7	1.0	1.0	0.7	0.7	0.6	0.6
<b>Totals</b>									
0700-1900	237.3	217.8	225.1	258.0	286.3	329.7	316.3	244.3	266.5
0600-2200	256.0	237.9	247.6	283.3	311.0	352.0	339.3	266.3	288.7
0600-0000	258.7	239.4	249.3	285.3	314.0	354.7	342.7	268.4	291.1
0000-0000	263.3	242.4	255.8	291.7	319.0	359.7	348.7	273.6	296.4
<b>AM Peak</b>	1000	1100	1100	1000	1000	1100	1000		
	38.3	20.7	26.3	24.7	33.0	41.3	47.0		
<b>PM Peak</b>	1200	1500	1200	1400	1400	1300	1300		
	25.0	25.0	22.7	27.3	31.7	37.7	30.7		

\* - No data.

**MetroCount Traffic Executive**  
**Weekly Vehicle Counts (Virtual Week)**

**VirtWeeklyVehicle-158 -- English (ENA)****Datasets:**

**Site:** [208\_000018\_000050] Henty Road - attach to tree 460m east of rail line  
**Attribute:** Henty Road  
**Direction:** 8 - East bound A>B, West bound B>A. **Lane:** 0  
**Survey Duration:** 10:14 Monday, 20 November 2023 => 15:10 Tuesday, 5 December 2023,  
**Zone:**  
**File:** 208-0018-0050 0 2023-12-05 1510.EC0 (Plus )  
**Identifier:** V669VYC0 MC56-L5 [MC55] (c)Microcom 19Oct04  
**Algorithm:** Factory default axle (v5.08)  
**Data type:** Axle sensors - Paired (Class/Speed/Count)

**Profile:**

**Filter time:** 13:00 Monday, 20 November 2023 => 15:00 Monday, 4 December 2023 (14.0833)  
**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12  
**Speed range:** 10 - 160 km/h.  
**Direction:** North, East, South, West (bound), P = East, Lane = 0-16  
**Separation:** Headway > 0 sec, Span 0 - 100 metre  
**Name:** Default Profile  
**Scheme:** Vehicle classification (AustRoads94)  
**Units:** Metric (metre, kilometre, m/s, km/h, kg, tonne)  
**In profile:** Vehicles = 5816 / 5865 (99.16%)

**Weekly Vehicle Counts (Virtual Week)****VirtWeeklyVehicle-158****Site:** 208\_000018\_000050.0.1EW**Description:** Henty Road - attach to tree 460m east of rail line**Filter time:** 13:00 Monday, 20 November 2023 => 15:00 Monday, 4 December 2023**Scheme:** Vehicle classification (AustRoads94)**Filter:** Cls(1-12) Dir(NESW) Sp(10,160) Headway(>0) Span(0 - 100) Lane(0-16)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Averages	
								1 - 5	1 - 7
<b>Hour</b>									
0000-0100	0.0	0.0	0.0	0.0	1.0	0.5	7.0	0.2	1.2
0100-0200	1.0	0.0	1.0	0.0	0.0	0.0	1.0	0.4	0.4
0200-0300	0.0	0.5	0.0	0.0	0.5	0.0	0.5	0.2	0.2
0300-0400	0.0	1.5	0.0	1.5	0.5	0.5	2.0	0.7	0.9
0400-0500	1.0	3.0	4.5	2.5	2.5	1.0	0.5	2.7	2.1
0500-0600	10.5	7.0	6.5	5.5	3.5	5.5	3.0	6.6	5.9
0600-0700	18.0	15.0	13.0	23.5	18.5	11.0	12.5	17.6	15.9
0700-0800	<b>26.5</b>	20.5	27.5	19.5	20.0	16.5	11.0	22.8	20.2
0800-0900	26.0	<b>30.5</b>	<b>34.5</b>	<b>29.5</b>	<b>36.0</b>	28.5	24.0	<b>31.3</b>	29.9
0900-1000	22.5	22.0	23.5	26.5	27.5	33.5	52.5	24.4	29.7
1000-1100	25.0	21.0	25.0	28.0	30.0	42.5	43.0	25.8	30.6
1100-1200	26.0	18.0	21.0	27.5	35.5	<b>47.5</b>	<b>55.0</b>	25.6	<b>32.9</b>
1200-1300	23.5	27.0	28.0	27.5	29.0	52.0	<b>49.5</b>	27.0	33.8
1300-1400	25.7	25.0	22.5	16.5	28.0	42.0	48.5	23.7	29.5
1400-1500	25.0	26.0	27.0	29.0	34.5	<b>53.0</b>	36.0	28.0	32.4
1500-1600	<b>36.5</b>	16.5	<b>28.5</b>	<b>31.0</b>	32.0	45.5	40.0	28.9	32.9
1600-1700	30.0	30.5	25.5	27.0	<b>53.0</b>	35.0	41.5	<b>33.2</b>	<b>34.6</b>
1700-1800	25.5	<b>31.0</b>	28.0	28.5	35.0	29.0	18.0	29.6	27.9
1800-1900	17.0	13.0	15.0	22.0	28.5	21.0	18.0	19.1	19.2
1900-2000	12.0	10.0	9.0	10.5	20.0	15.0	9.0	12.3	12.2
2000-2100	2.5	5.5	10.5	10.5	15.5	12.0	3.5	8.9	8.6
2100-2200	2.0	1.5	3.0	0.5	15.5	11.0	3.5	4.5	5.3
2200-2300	0.5	0.0	0.5	1.5	4.0	10.5	1.0	1.3	2.6
2300-2400	0.0	0.0	0.0	0.5	7.0	6.5	0.5	1.5	2.1
<b>Totals</b>									
0700-1900	309.2	281.0	306.0	312.5	389.0	446.0	437.0	319.4	353.6
0600-2200	343.7	313.0	341.5	357.5	458.5	495.0	465.5	362.7	395.6
0600-0000	344.2	313.0	342.0	359.5	469.5	512.0	467.0	365.5	400.2
0000-0000	356.7	325.0	354.0	369.0	477.5	519.5	481.0	376.3	411.0
<b>AM Peak</b>	0700	0800	0800	0800	0800	1100	1100		
	26.5	30.5	34.5	29.5	36.0	47.5	55.0		
<b>PM Peak</b>	1500	1700	1500	1500	1600	1400	1200		
	36.5	31.0	28.5	31.0	53.0	53.0	49.5		

\* - No data.

RISK ASSESSMENT TOOL								
<b>OVERALL RISK EVENT:</b> Acceptance of Grant Regional Roads Safety Program – Henty Road <b>RISK THEME PROFILE:</b> 13 - Project Management Choose an item. 2 - Business and Community Disruption Choose an item. <b>RISK ASSESSMENT CONTEXT:</b> Project								
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required	Not required.	Not required.	Not required.
FINANCIAL IMPACT	Potential for Cost Overruns. Delays or unforeseen circumstance may increase Project Costs. The Memorandum of Understanding indicates that MRWA may - or may not - agree to Variation of the Budget at its absolute discretion.	Moderate (3)	Possible (3)	Moderate (5 - 11)	Manage the Project in accordance with the Project Plan and advise MRWA immediately upon detection of any possible Cost Overrun	Moderate (3)	Possible (3)	Moderate (5 - 11)
SERVICE INTERRUPTION	Due to the nature of these works, some level of Service Interruption is likely to occur for some users.	Moderate (3)	Almost Certain (5)	High (12 - 19)	Prepare and deploy a Communication Plan that informs all stakeholders of probable Service Interruptions.  Prepare and deploy a Traffic Management Plan that minimises waiting time at traffic control points.	Minor (2)	Almost Certain (5)	Moderate (5 - 11)
LEGAL AND COMPLIANCE	Breach of Conditions of the Memorandum of Understanding may mean that the Shire is required to refund any monies paid in respect of the Project	Minor (2)	Unlikely (2)	Low (1 - 4)	Not required.	Minor (2)	Unlikely (2)	Low (1 - 4)
REPUTATIONAL	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required	Not required.	Not required.	Not required.
PROPERTY	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required	Not required.	Not required.	Not required.