

# NOTICE OF COUNCIL MEETING

Pursuant to the provisions of section 83(2) of the  
*Local Government Act 1999*

**The Special Meeting of the**



**Adelaide  
Plains  
Council**

will be held in

**Council Chamber  
Redbanks Road  
Mallala**

on

**Tuesday 9 March 2021 at 6.00pm**

A handwritten signature in black ink, appearing to read 'James Miller'.

James Miller

**CHIEF EXECUTIVE OFFICER**

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**1 ATTENDANCE RECORD**

**2 ADJOURNED BUSINESS**

Nil


**3 DECLARATION OF MEMBERS' INTEREST**

**4 CONFIDENTIAL ITEM**

4.1 Carslake Road Funding Deed

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**5 CLOSURE**


 Adelaide Plains Council	<b>4.1 Confidential Item</b>
<b>9 March 2021</b>	

4.1 Carslake Road Funding Deed

## **RECOMMENDATION**

**“that:**

- 1. Pursuant to section 90(2)(3)(b) of the Local Government Act 1999, Council orders that all members of the public, except Chief Executive Officer, Acting General Manager – Governance and Executive Office, General Manager – Finance and Business, General Manager – Infrastructure and Environment, General Manager – Development and Community, Asset Engineer, Administration and Executive Support Officer/Minute Taker and Information Technology Support Officer be excluded from attendance at the meeting of Council for Agenda Item 4.1 – *Carslake Road Funding Agreement*;**
- 2. Council is satisfied that pursuant to section 90(3)(b) of the Local Government Act 1999, Item 4.1 – *Carslake Road Funding Deed* concerns commercial information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting business, or to prejudice the commercial position of Council, being information relating to ongoing negotiations; and**
- 3. Council is satisfied that the principle that Council meetings should be conducted in a place open to the public has been outweighed by the need to keep the information, matter and discussion confidential.”**

 <b>Adelaide Plains Council</b>	<b>4.1</b>	<b>Carslake Road Funding Deed</b>
	<b>Department:</b>  <b>Report Author:</b>	<b>Infrastructure and Environment</b>  <b>Acting General Manager – Infrastructure and Environment</b>
<b>Date:</b> <b>9 March 2021</b>	<b>Document Ref:</b>	<b>D21/11064</b>

## **EXECUTIVE SUMMARY**

- The purpose of this report is to seek Council endorsement of the Carslake Road Funding Deed, presented as **Attachment 1** to this Report.
- As Elected Members would be aware, the Federal Government is committed to an \$11 million upgrade to the Port Wakefield Highway – Carslake Road Intersection which has already commenced. A component of the works includes a significant upgrade to the Carslake Road carriageway from Port Wakefield Road east to the Dublin Saleyards access to cater for larger vehicles.
- Council has seized on an opportunity to defer allocated funds of \$204,500 to the resurfacing of Carslake Road in the 2019/2020 financial year and in doing so capitalise on the ability to leverage off the Carslake Road funding deed to not only complete this work, but provide for future growth opportunities along the carriageway through delivery of a far superior outcome.
- The funding deed provides for Council to act as project manager in delivery of the said works with components being physically undertaken by Council’s own staff and contractors, namely the sealing component. To this end, and as a means of ensuring the appropriate resourcing is allocated to this project, provisions have been made for a budget allocation to be apportioned to additional staff labour to project manage delivery. Note, the labour resource will be fully funded through the deed and ongoing over the next two years and beyond.
- Forecasts reveal that the intersection at the Port Wakefield Road intersection should be completed by 30 June 2021 with Council works to begin shortly thereafter.

## **RECOMMENDATION 1**

**“that Council, having considered Item 4.1 – *Carslake Road Funding Deed*, dated 9 March 2021, receives and notes the report and in doing so instructs the Mayor and Chief Executive Officer to execute under common seal, pursuant to sections 38 and 44 of the Local Government Act 1999, the Deed of Agreement between the Minister for Infrastructure and Transport and Adelaide Plains Council as provided for as Attachment 1 to the report.”**

## **RECOMMENDATION 2**

“that Council, having considered Item 4.1 – *Carslake Road Funding Deed*, dated 9 March 2021, receives and notes the report and acknowledges the significant volume of work associated with management of the Carslake Road project, a deliverable that allows for labour to be fully funded in the first two years and conceivably beyond, and in doing so notes the Chief Executive Officer’s intentions to secure a resource to manage this project as well as other projects including, but not limited to:-

- Two Wells CWMS
- Wasleys Road Bridge Renewal
- Mallala Road Roundabout
- Capital Projects arising from State and Federal funding grants.

In acknowledging the above, Council notes that the necessary budget variations will occur at the third quarter budget review.”

## **BUDGET IMPACT**

Management’s initiative to pursue this will not only result in a monetary saving to Council of \$204,500, it will also secure the services of a full-time project management resource for the next two years and conceivably beyond, at no cost to the ratepayer base.

## **RISK ASSESSMENT**

Without Council’s endorsement, the Mayor and Chief Executive Officer are unable to apply the common seal and execute the funding deed.

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## **Attachments**

1. Carslake Road Funding Deed

## **DETAILED REPORT**

### **Purpose**

The purpose of this report is to seek Council endorsement of the Carslake Road Funding Deed, presented as **Attachment 1** to this Report.

### **Background/History**

Council, at its Ordinary Meeting on 28 October 2019, resolved as follows:-

14.6 SA Rural Roads Package, SA Livestock Exchange Access, Dublin  
Moved Cr Keen Seconded Cr Panella 2019/ 458

***“that Council endorses resolution 2019/046 of the Infrastructure and Environment Committee, and in doing so:***

- 1. Instructs the Chief Executive Officer to write to the Department of Planning, Transport and Infrastructure (DPTI) thanking them for the correspondence and offer to partner along with adjoining business owners and landowners on this very important infrastructure improvement project for the state; and***
- 2. Supports the initiative on the basis that on the successful completion of the project, DPTI becomes the Road Manager and Approving authority under the National Heavy Vehicle Law for route extensions to the restricted access vehicle network which entails the road network from the intersection of Port Wakefield Road-Carslake Road to the immediate east of the Livestock Markets Ltd access/egress point, including sealed crossovers and associated drainage;***
- 3. Supports the initiative on the basis that DPTI consider the Carslake Road/Port Wakefield Road/Thompson Road intersection further in regard to higher productivity vehicles being able to access and egress the Nasser Feedlot, to the western side of Port Wakefield Road;***
- 4. Supports the initiative on the basis that DPTI take over the master planning process for a Structure Plan for the Urban Employment Zone and environs, commenced by URPS on behalf of Council earlier this year, for the possible rezoning of properties directly abutting Port Wakefield Road (both sides of the highway) and with Council to assist with public consultation and negotiation with individual landowners in the vicinity; and***
- 5. Delegate to the Chief Executive Officer completion of direct negotiation with affected landowners on the projected increase in heavy vehicle numbers into the future, prior to Council’s formal response going back to DPTI by 31 October deadline.”***

**CARRIED**

## **Discussion**

Following the resolution of Council in October 2019, Management sent a written response to DIT, outlining resolution 2019/458. The General Manager, Infrastructure and Environment met with DIT representatives regularly to discuss the progress of the project and the items outlined in resolution 2019/458.

Management pursued the process of ownership transfer, by undertaking the process detailed in the LGA and DIT Road Classification Guidelines for SA, however was unsuccessful in achieving ownership transfer.

DIT are currently undertaking the intersection upgrade works on Port Wakefield Road, with a target completion date of 30 June 2021. By Council undertaking the works within the deed, it enables Council to significantly upgrade its road at no cost to the rate payers, delivering a saving of \$204,500 which was allocated within the 2019-2020 budget. The Funding Deed contains substantial contingencies reducing the risk to Council.

The project will deliver direct benefits to the existing business premises along Carslake Road and will attract future business opportunities, by reducing the costs of driveway crossover and associated infrastructure, to support heavy vehicle movements.

## **Conclusion**

Council has seized on an opportunity to defer allocated funds of \$204,500 to the resurfacing of Carslake Road in the 2019/2020 financial year and in doing so capitalise on the ability to leverage off the Carslake Road funding deed to not only complete this work, but provide for future growth opportunities along the carriageway through delivery of a far superior outcome. The suite of recommendations provided for above pave the way for Council to not just deliver scheduled works at no cost to the ratepayer base, it also enables much needed resourcing in the Infrastructure and Environment department to be secured and fully funded for at least the next two years.

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## **References**

### Legislation

*Local Government Act 1999*

### Council Policies/Plans

*Strategic Plan 2021-2024 – Economic Development*



## **RECOMMENDATION**

**“that Council, having considered the matter of Item 4.1 – *Carslake Road Funding Deed* in confidence under sections 90(2) and 90(3)(b) of the *Local Government Act 1999*, resolves that:**

- 1. Attachment 1 pertaining to Item 4.1 – *Carslake Road Funding Deed* remain confidential and not available for public inspection until further order of the Council;**
- 2. Pursuant to section 91(9)(a) of the *Local Government Act 1999*, the confidentiality of the matter will be reviewed every 12 months; and**
- 3. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Committee delegates the power to revoke this confidentiality order to the Chief Executive Officer.”**

**FUNDING DEED**

Between

**THE MINISTER FOR INFRASTRUCTURE AND TRANSPORT**  
**(Minister)**

And

**ADELAIDE PLAINS COUNCIL**  
**(Council)**



CROWN SOLICITOR  
(Within Department for Infrastructure and Transport)

**Level 7, 77 Grenfell Street**  
ADELAIDE SA 5000

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**SCHEDULE 1 - PARTICULARS**

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**SCHEDULE 3 - PLAN**

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**DEED** dated the                      day of

Parties:

**MINISTER FOR INFRASTRUCTURE AND TRANSPORT**, a body corporate pursuant to the *Administrative Arrangements Act 1994*.....(**Minister**)

And

**ADELAIDE PLAINS COUNCIL**, a body corporate pursuant to the *Local Government Act 1999*.....(**Council**)

It is agreed:

**1. FUNDING**

- 1.1 Subject to the conditions of this deed, the Minister will pay up to the amount of money specified in item 4 of Schedule 1 (**Funding**) to the Council.
- 1.2 The Council must only use the Funding for the purpose set out in item 2 of Schedule 1 (**Purpose**) and in accordance with clause 6.
- 1.3 For the purposes of this deed, the **Funding Period** is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The **Start Date** and **End Date** are set out in item 3 of Schedule 1.
- 1.4 The Funding is payable in the manner set out in item 5 of Schedule 1.
- 1.5 At the end of the Funding Period, the Council must provide a report on the level of any unexpended Funding.
- 1.6 At the end of the Funding Period, the Council must repay to the Minister any part of the Funding which is unexpended unless the Minister gives written approval for the Council to retain the money.
- 1.7 In no event will the Minister be obliged to pay more than the Funding.

**2. GST**

- 2.1 The Funding is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 2.2 The Funding is payable only on presentation by the Council of a tax invoice within the meaning defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**3. ADMINISTRATION OF DEED**

- 3.1 Any power or discretion exercisable by the Minister under this deed may be exercised by the person for the time being in the position within the Department for Infrastructure and Transport (the **Department**) set out in item 1 of Schedule 1 (**Department's Representative**).
- 3.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person for the time being in the position within the Council's organisation set out in item 1 of Schedule 1 (**Council's Representative**).

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#### 4. PROVISION OF FINANCIAL INFORMATION

- 4.1 The Council must provide the Minister with appropriate and regular information, records and reports as the Minister may request from time to time about:
- 4.1.1 the administration and financial affairs of the Council;
  - 4.1.2 the progress of (and any change to) the authorised scope of the Purpose or the Project;
  - 4.1.3 any significant changes to the nature and scope of the activities conducted by the Council;
  - 4.1.4 any other matter relevant to the granting of assistance;
  - 4.1.5 any other funding or financial assistance promised or received from any source other than the Minister;
  - 4.1.6 the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
  - 4.1.7 the performance of the Council's undertakings and obligations under this deed.
- 4.2 The information provided by the Council must be sufficient for the Minister to make an informed judgement about:
- 4.2.1 the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
  - 4.2.2 the Council's performance in managing public moneys and in achieving specified objectives in relation to the Purpose;
  - 4.2.3 the Council's performance in acquiring and using resources economically and efficiently;
  - 4.2.4 the overall effectiveness of the Funding throughout the Funding Period;
  - 4.2.5 compliance with legislation and generally accepted accounting principles; and
  - 4.2.6 compliance with the Council's constitution and the conditions of this deed.
- 4.3 The Council must permit any officer authorised by the Minister:
- 4.3.1 to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
  - 4.3.2 to interview employees of the Council on matters pertaining to the operations of the Council.

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## 5. OBLIGATIONS OF THE COUNCIL

The Council must:

- 5.1 use the Funding only for the Purpose for which the Funding was made;
- 5.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 5.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 5.4 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 5.5 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by the Council's representative set out in item 1 of Schedule 1, to the Minister no later than two calendar months after the expiry of the Funding Period;  

(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)
- 5.6 where the Funding is in excess of One Million Dollars, prepare financial statements in the nature of General Purpose Financial Statements; and
- 5.7 where requested by the Minister, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations insofar as they relate to the Project.

## 6. CONDUCT OF THE PROJECT

- 6.1 It is acknowledged that the Project is to upgrade the Carslake Road so that it may be eligible to be prescribed as a heavy vehicle route that will permit its use by PBS Level 4A class vehicles (53.5m Triple Road Trains).  

The Council must notify the Minister of any incident or alteration of the roadworks that it becomes aware of that may impede Carslake Road from being so prescribed and the Council must undertake any further works to rectify the incident or alteration.
- 6.2 The Council agreed to expend the Funding in accordance with the following:
  - 6.2.1 up \$82,000.00 (GST Inc, rounded) for Council project management and overhead costs; and
  - 6.2.2 up to \$812,000.00 (GST Inc, rounded) for conduct of site preparation, the roadworks, medians and external services; with
  - 6.2.3 up to \$179,000.00 (GST Inc, rounded) retained unless otherwise agreed as a contingency.
- 6.3 The Council must ensure that any works undertaken in respect of the Project are undertaken in accordance with (and to the standard required by):
  - 6.3.1 the design provided by the Commissioner to the Council, via the Port Wakefield to Port Augusta Alliance (Reference: PW2PA Alliance Design Package '510-100 – Carslake Road Junction') (**Design**);

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- 6.3.2 the DIT Master Specification (as published by the Department from time to time); and
  - 6.3.3 any applicable Standards published by Austroads and Standards Australia Limited.
  - 6.4 The parties agree to abide by the Project Governance Framework set out in Schedule 2.
  - 6.5 The Council agrees that the road commissioned as part of the Project, will be owned and maintained by the Council as a “public road” for the purposes of *Local Government Act 1999*. It is acknowledged and agreed that following completion of the scope of works by Council, the care, control and management of Carslake Road, including any defects arising from the works, shall remain with the Council.
  - 6.6 The Council must consult with the Commissioner of Highways (**Commissioner**) in relation to the management of the interface with the Port Wakefield Highway (the **Highway**) and any works being undertaken on the Highway, including Commissioners portion of the Dublin Saleyards Access Upgrade Project, being the Carslake Road junction with the Port Wakefield Highway.
  - 6.7 The Council must comply with any directions from the Commissioner (or the Port Wakefield Highway to Port Augusta (PW2PA) Alliance (the **Alliance**) on the Commissioner’s behalf) to ensure that roadworks on the Highway takes priority to ensure operations to the National Land Transport Network are minimised.
  - 6.8 The Council agrees to comply with the traffic management requirements and continued access of vehicles set out in Item 7 of the Schedule.

## 7. **TERMINATION**

- 7.1 If the Council fails to comply with this deed and fails to remedy such breach(es) within 30 days of receiving a notice to remedy from the Minister, the Minister may:
  - 7.1.1 require the Council to repay either the whole (or a portion) of the Funding (whether expended or not);
  - 7.1.2 withhold all future funding from the Council;
  - 7.1.3 pursue any legal rights or remedies which may be available to the Minister; and
  - 7.1.4 terminate or curtail any program or project conducted by the Minister of which the Purpose conducted by the Council is part.
- 7.2 The Minister may review any decision made pursuant to this clause if the Council is able to satisfy the Minister within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 7.3 Nothing in this deed is to be taken to limit the Minister’s discretion to determine whether and how any program (or project) of the Minister is to be conducted, except if (and to the extent that) the Minister gives an express undertaking in that regard.

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8. **AUDIT**

The Minister may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Minister may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9. **INSURANCE (COUNCIL)**

The Council, as a council incorporated under the *Local Government Act 1999* (SA) (**Act**), warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the Act and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

10. **ACKNOWLEDGEMENTS**

The Council acknowledges that the Funding represents a one-off contribution by the Minister towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Minister.

The Minister is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Minister will not be liable to reimburse the Council for any losses (or cost over runs) that may result from the operation of this deed or the carrying out of the Purpose or Project.

11. **RELEASE & INDEMNITY**

The Council releases to the full extent permitted by law, the Crown in right of the State of South Australia (**Crown**), the Commissioner and the Minister (and their officers, employees, contractors and agents including without limitation the Alliance) from all claims resulting from any loss of life, accident, injury to persons or loss of or damage to property as a result of the Design and conduct of the Project.

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and indemnifies the Minister, the Commissioner and the Crown together with their employees, contractors and agents (**those indemnified**) from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect of the Design, the works undertaken by the Council for the Project or otherwise caused by any breach or default of the Council under this deed.

12. **ASSIGNMENT**

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

13. **PUBLICITY**

The Council must not make (or permit) a public announcement or media release to be made about any aspect of this deed without first obtaining the Minister's consent.



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14. **CONSENT**

If the Council requires the Minister's consent under this deed, the Minister may, in its absolute discretion, give or withhold its consent (subject to any provision in this deed to the contrary) and if giving consent, the Minister may impose any condition on that consent that it considers appropriate. The Minister's consent will not be effective unless it is in writing and signed.

15. **ENTIRE DEED**

This deed incorporates any schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

16. **PROPER LAW**

The laws in force in South Australia apply to this deed.

17. **JURISDICTION OF COURTS**

The courts of South Australia have exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

18. **COMPLIANCE WITH LAWS**

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

19. **NOTICES**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- 19.1 if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- 19.2 if sent by electronic mail, only in the event that the sender receives confirmation that the e-mail has been successfully sent to the correct e-mail address; or
- 19.3 if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

20. **WAIVER**

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights.

A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

21. **MODIFICATION**

Any modification of this deed must be in writing and signed by (or on behalf of) each party.

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Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Minister to have regard to its merits.

**22. SEVERANCE**

Each word, phrase, sentence, paragraph and clause of this deed is severable. If a court determines that a part of this deed is unenforceable, invalid, illegal or void, that part may be severed. Severance of a part of this deed will not affect any other part.

**23. READING DOWN**

Where a word, phrase, sentence, paragraph, clause or other provision of this deed would otherwise be unenforceable, illegal or void, the effect of that provision will, so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

**24. AUDITOR GENERAL**

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987 (South Australia)*.

Without limiting the previous sub-clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987 (South Australia)*.

**25. PUBLIC DISCLOSURE**

The Minister may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request. Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

**26. COMMONWEALTH FUNDED PROJECT**

Funding under this deed is being sourced from the Commonwealth and the Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Minister may by notice in writing to the Council:

26.1 reduce the Funding to accommodate the reduction in funding from the Commonwealth; or

26.2 immediately terminate this deed.

**27. ADDITIONAL CONDITIONS**

The additional conditions set out under Item 7 of Schedule 1 (if any) form part of this deed.

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**EXECUTED as a DEED**

**THE COMMON SEAL of** )  
**THE MINISTER FOR** )  
**INFRASTRUCTURE AND TRANSPORT** )  
was affixed )  
)  
)  
)  
)

on: .....  
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name: .....

**THE COMMON SEAL of ADELAIDE  
PLAINS COUNCIL** was affixed

on:.....  
in the presence of:

.....  
Signature of Mayor

.....  
Signature of Chief Executive Officer

.....  
Name of Mayor (print)

.....  
Name of Chief Executive Officer (print)

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## SCHEDULE 1 - PARTICULARS

### 1. REPRESENTATIVES

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#### Minister's Representative

Name: Jon Whelan

**Position:** Executive Director, Transport Project Delivery

Address: GPO Box 1533 Adelaide SA 5001

Telephone: (08) 8343 2269

Mobile: 0408 857 495

E-mail: [jon.whelan@sa.gov.au](mailto:jon.whelan@sa.gov.au)

#### Council's Representative

Name: Tom Jones

**Position:** General Manager, Adelaide Plains Council

Address: PO Box 18, Mallala SA 5502

Telephone: (08) 8527 0200

Mobile: 0408 834 676

E-mail: [TJones@apc.sa.gov.au](mailto:TJones@apc.sa.gov.au)

### 2. THE PURPOSE & DESCRIPTION OF THE PROJECT

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The Purpose: The Funding is provided for the Purpose of the Council undertaking within the Funding Period, the Project to upgrade Carslake Road so that it may be eligible to be prescribed as a Heavy Vehicle Route (PBS Level 4A) as described below (and in the Design or plans attached to this Deed).

Description of Project: The upgrade of Carslake Road, Dublin, between Port Wakefield Highway intersection and the SA Livestock Exchange entrance (inclusive of the entrance intersection), which will include for example:

- Widening of Carslake Road to the SA Livestock Exchange entrance;
- Modifications to the SA Livestock Exchange entrance to facilitate vehicle access;
- Works interface with the upgrade of the Port Wakefield Highway – Carslake Road intersection being undertaken by the Commissioner;
- Re-sealing of the existing Carslake Road surface, up to and including the entrance to the SA Livestock Exchange, including localised areas of a 40mm asphalt overlay;

- New line marking and road furniture as detailed in the design; and
  - All other works a detailed in the design
- as further described in any drawings or plans that may be attached to this Deed.

### 3. FUNDING PERIOD

Start Date: The date the last of the parties executes this deed.  
 End Date: 30 June 2021 (or such later date as may be agreed in writing between the parties).

### 4. FUNDING

Funding: Up to \$1,073,000.00 (GST Inclusive)

### 5. MANNER OF PAYMENT

#### Instalments

The Funding is to reimburse the Council for expense and costs incurred in accordance with clause 6.2 of this Deed, by the Council in carrying out the Purpose (**Incurred Expenditure**) by way of instalments, as indicatively outlined with the following table:

Instalment	Requirements for Instalment	Timeframe (target date)
1.	Award of construction contract	February 2021
2.	Completion of earthworks and placement of sub-base pavement materials	April 2021
3.	Road constructed opened to traffic Road certified as practically complete with road opened to public and declared a "public road" for purposes of <i>Local Government Act 1999</i> .	June 2021
4	Road completed and commissioned, subject to the <b>Funding</b> not being exceeded.	July 2021

#### Evidence of Instalment

When the Council is of the view that it has satisfactorily completed the requirements for an instalment listed in the table above, the Council must provide the Minister with photographs of the works, invoices and other evidence as may be requested by the Minister.

The Council must allow the Minister (or its authorised officer) to inspect the works and provide any assistance reasonably requested by the Minister (or its authorised officer) to enable it to do so.

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### Entitlement to Invoice

After the Minister has confirmed in writing to the Council that the requirements for an instalment (as per the table above) have been satisfied, the Council is entitled during the Funding Period to invoice the Minister to reimburse the Council's Incurred Expenditure in accordance with instalment timeframes (including unclaimed funds from previous instalment) PROVIDED THAT payment of the invoice does not result in the Funding being exceeded.

### Payment Terms

The Minister is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- reflects the correct amount for payment under this deed; and
- is a valid Tax Invoice in accordance with GST Law.

Subject to the terms and conditions of this deed, the Minister must pay the amount of a properly rendered invoice issued by the Council within 30 days of receiving it.

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## 6. ADDITIONAL REPORTING REQUIREMENTS

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Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
<b>Progress Reports</b>	Within 7 days from the beginning of each Month during the Funding Period.  Progress reports can be via email.	<ul style="list-style-type: none"><li>• Project details (including Project Name).</li><li>• The total amount expended and an updated Expenditure forecasts during the term of the funding period.</li><li>• A brief description of the Project status and identification of any significant factors/risks that would affect the Purpose.</li><li>• Any changes to the authorised scope of the Project.</li><li>• Any significant changes to the nature and scope of the activities conducted by the Council.</li><li>• Any operational matters requested from time to time by the Minister for inclusion in the Project Report.</li></ul>
<b>Completion Report</b>	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"><li>• To satisfy the requirements of the Australian Government department Completion report, including financial information.</li></ul>
<b>Financial Statements</b> (As referred to in clauses 6.6 and 6.7 of the deed)	Within 30 days from the expiry of the Funding Period.	Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.  <b>Standard:</b> <u>If</u> the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the Council must prepare its Financial

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		Statements in the nature of General Purpose Financial Statements.
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**7. ADDITIONAL CONDITIONS**

Nil.

## **SCHEDULE 2 - PROJECT GOVERNANCE FRAMEWORK**

### **1. PURPOSE OF GOVERNANCE FRAMEWORK**

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The purpose of this Governance Framework is:

- to provide a formal project framework defining all key roles, obligations, responsibilities and accountabilities; and
- to assist in ensuring that the project is rigorously controlled to meet all performance and accountability obligations to the State Government and the Council.

### **2. PROJECT FRAMEWORK**

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The objective of this framework is to create an effective management process for the parties and which assures accountable collaboration throughout the Project.

A key aspect of successful project delivery is a shared understanding of the roles and accountabilities of the parties and these are set out below:

The Council is responsible for all aspects of the Project including:

- managing the Construction Budget and the key priorities within the budget;
- ensuring there is appropriate consultation for the construction phase, and in conjunction with the PW2PA Alliance's Communication and Stakeholder Management team;
- determining and implementing appropriate construction procurement processes and managing tendering and contract execution processes for the construction contractor;
- managing the services of the construction contractors ;
- acting in formal roles of the Minister or equivalent in all contracts with the building industry;
- review process utilising internal or external resources including:
  - confirmation of construction estimate based on Issued for Construction drawings to be provided by DIT;
  - construction advice;
  - ensuring that building industry best practice is achieved;
  - ensuring via the Project Control Group (PCG) delivery of the Project is within the approved scope, quality, time and cost;
  - ensuring that the project satisfies all requirements of sound prudential management;
  - engaging the Professional Services Contractor(s) (PSC) and ensuring that PSCs are fully briefed on the operational and functional needs;
  - ensuring that the brief is agreed and adhered to after sign off; and
  - facilitation of the Project during construction and commissioning.

DIT is responsible for:

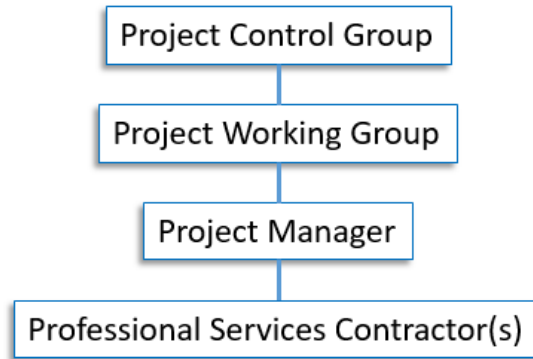
- obtaining approvals as required by the Deed;
- submitting internal SA Government proposals through all governmental approval stages;
- ensuring internal Government reports, i.e. DIT Portfolio Management Office (PMO), Parliamentary Public Works Committee (PPWC) during the project and on completion are provided to Government and Council as required;
- providing input via the Project Control Group (PCG) in relation to project scope, quality, time and cost.



### 3. PROJECT GOVERNANCE

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In order to ensure that the Project is managed in a manner that minimizes risk for all partners and also provides them with adequate input, the following project governance framework has been put in place.



#### 3.1. Terms of Reference

##### *Project Control Group*

The Project Control Group will act as a high level steering committee responsible for ensuring that the project outcomes are achieved and that project budget, time and quality criteria are achieved.

The key functions of the PCG are to:

- monitor the overall delivery of the project against project outcomes;
- monitor the procurement processes, expenditure and project budget;
- monitor the program; and
- monitor the quality of the works.

Members are: Senior managers from DIT, the PW2PA Alliance and Council; Project Manager.

##### *Project Working Group*

The Project Working Group is responsible for the management of detailed issues related to the Project and to provide recommendations to the PCG on key project issues.

Members are: DIT Project Managers, PW2PA Alliance personnel, Project Manager; Contractors Consultants; Council staff as required; Lead PSC; Cost Manager

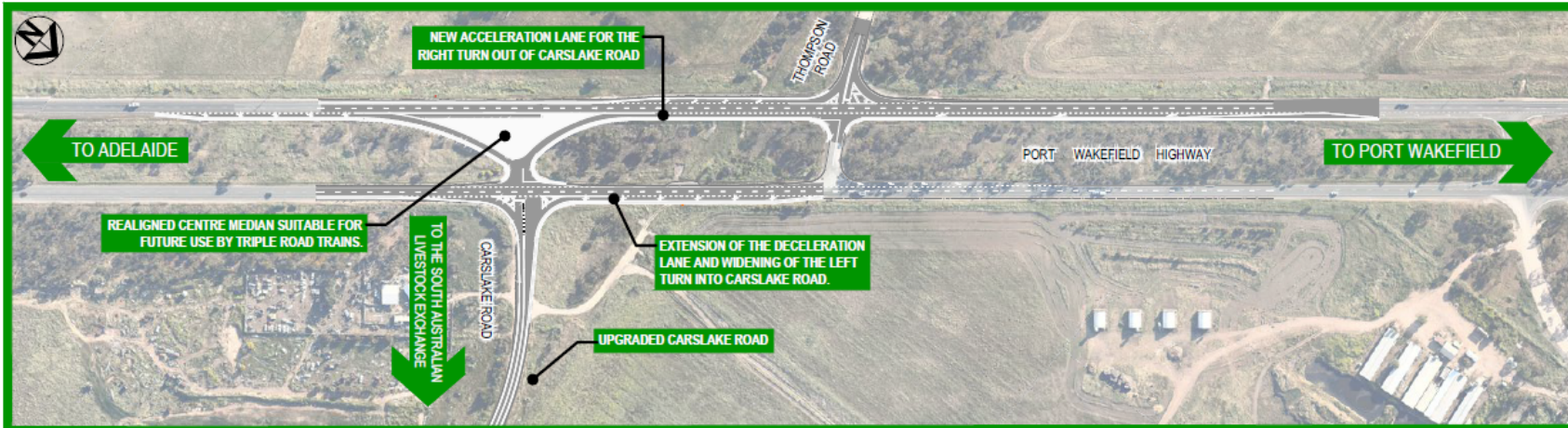
##### *Project Manager*

Tom Jones (or delegate) for The Council has been appointed as the Project Manager, to manage the project on behalf of Council and to coordinate and provide supervision of a number of consultants / contractors through management of the procurement processes, oversee project budget and oversee the construction contracts.

Committee	Membership	Meeting Frequency
<b>Project Control Group</b>	As above	Monthly or as required
<b>Project Working Group</b>	As above	Monthly or as required

# Dublin Saleyard Access Upgrade Project

## Concept design - June 2020



THE PROJECT WILL IMPROVE ROAD SAFETY FOR ALL USERS AND ENABLE FUTURE PROVISION FOR USE BY PERFORMANCE BASED STANDARD (PBS) LEVEL 4A VEHICLES (UP TO 53.5 METRES LONG TRIPLE ROAD TRAINS) FROM PORT WAKEFIELD HIGHWAY TO THE DUBLIN SALEYARD (SOUTH AUSTRALIAN LIVESTOCK EXCHANGE).

THE CURRENT PROPOSED TREATMENTS INCLUDE:

- UPGRADING PORT WAKEFIELD HIGHWAY JUNCTION WITH CARSLAKE ROAD;
- UPGRADING THE SOUTH AUSTRALIAN LIVESTOCK EXCHANGE ENTRANCE;
- WIDENING OF CARSLAKE ROAD, FOR A DISTANCE OF APPROXIMATELY 2.2 KILOMETRES FROM PORT WAKEFIELD HIGHWAY TO THE SOUTH AUSTRALIAN LIVESTOCK EXCHANGE;
- PAVEMENT CONSTRUCTION AND SURFACING;
- NEW LINE MARKING;
- UPGRADED LED ROAD LIGHTING AT THE PORT WAKEFIELD HIGHWAY JUNCTION WITH CARSLAKE ROAD; AND
- VEGETATION REMOVAL.



**Government of South Australia**  
Department of Planning,  
Transport and Infrastructure