



**TECHNICAL SERVICES ATTACHMENTS
ORDINARY COUNCIL MEETING
WEDNESDAY 20 AUGUST 2025**

REPORT NUMBER	REPORT TITLE AND ATTACHMENT DESCRIPTION	PAGE NUMBER(S)
TS01 – 08/25	Budget Allocation – Chittering Road and Julimar Road Projects – Regional Road Safety Program Funding Attachments 1. Memorandum of Understanding: Chittering Road and Julimar Road	1 – 71



Memorandum of Understanding The Regional Road Safety Program

Commissioner of Main Roads
and

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

(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
Authorised Officer	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.
Business Day	Means a day other than a Saturday, Sunday or public holiday in Western Australia.
CEO	Means the Chief Executive Officer of the Organisation.
Certificate of Completion	Means a certificate provided to the Program Manager signed by the CEO of the Organisation.
Claim	Means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).
Commonwealth	Means the Crown in right of the Commonwealth of Australia.
Confidential Information	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.
Contact Officer	Means the person nominated by each Party in accordance with Schedule 1.
Event of Default	Means any event mentioned in Clause 18

Fit for Purpose	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.
Funding	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.
Information	Includes data, records and documentation.
Insolvency Event	Means any of the following events: (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or (b) except to reconstruct or amalgamate while solvent, a body corporate: (i) is wound up or dissolved; or (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or (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 (c) a special administrator (or equivalent) is appointed under any Law; or (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 (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 (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; (g) the Organisation is or states that it is unable to pay its debts when they fall due or is otherwise insolvent or

	deemed to be insolvent under the <i>Corporations Act 2001</i>; (h) the Organisation takes any steps to obtain protection or is granted protection from its creditors under any applicable legislation; (i) the Organisation fails to comply with a statutory demand for payment of any debt within the time specified in any statute; (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; (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; or (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.
Law	Means any rule or requirement of a statute, subordinate legislation, the common law or equity.
Maintain	Means to repair, alter and replace.
Maintenance	Means the act of maintaining or the work of keeping something in proper condition by repairing, altering and replacing.
Memorandum	Means this memorandum of understanding
Notice	Means request, direction, consent, notification or other communication given under or in connection with this Memorandum.
Organisation	Means 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.
Party	Means the Organisation or Main Roads as the context requires.
Parties	Means both the Organisation and Main Roads.
Practical Completion	Means when the Project Works have been designed and constructed in accordance with this Memorandum except for minor Defects that: I. do not prevent the Project Works from being Fit for Purpose; and II. can be corrected without affecting the continuous unrestricted use of the Project Works.
Program Manger	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.
Progress Payment Certificate	Means a progress payment certificate signed by the CEO, certifying that expenditure on the Project has exceeded 40% of the approved Project budget

Project	Means the project nominated by Organisation and approved by Main Roads as outlined in Item 5 of Annexure 1.
Project Budget Estimate	Means the budget, prepared by the Organisation which itemises the costs of undertaking the Project.
Project Management Plan	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.
Project Works	Means the physical works, services and materials that the Organisation must construct in accordance with this Memorandum.
Road Project Grants	Means a road project grant under the State Roads Funds to Local Governments.
RRSP	Means the Regional Road Safety Program.
Scope of Works	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
Site	Means the premises where the Project works are to be undertaken in accordance with this Memorandum.
State	Means the Crown in right of the State of Western Australia.
Term	Means the duration of this Memorandum as set out in Clause 3.
Tranche	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

Signature of witness

Signature of authorised officer

Name of witness

Name of authorised officer

Date
—

Date

SIGNED for and on behalf of the
COMISSIONER 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 [9881 0516 / 0417 910 661](#)

Email Suvrat.patel@mainroads.wa.gov.au

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	Chittering
3. Road Name and Number	Chittering Rd – 5020002
4. Project SLK's	0 to 26.72
5. Project Description of works and treatments to be applied	Based on data received from WALGA through the Local Government asset management system, the following treatment is proposed for this section of road. Average Typical Existing seal width – 6.5 m Average Typical Existing pavement width – 8.8 m Target seal width – 8.5 m with targeted shoulder target (per side) – 1.0 m Proposed treatment – Seal shoulder 1m. Install ACL and AEL. Refer to the Attachment 8 in the guideline for typical cross section. Information being sought. • Include cross section showing: formation width, existing seal width, proposed seal width, lane and shoulder widths. • Confirmation on above cross section information, • Comments on proposed treatment, • Photos of existing roadway are encouraged. • Are there enabling works required?
6. Enabling Works & Approvals	Are there enabling works required? Yes Tenders & Survey Are any permissions/approvals required (e.g. veg clearing, Aboriginal Heritage) ? Yes, Flora/Fauna Assessment to be done.
7. Project Location (map)	Provided
8. Proposed start date	Agust / September 2025
9. Proposed completion date	30 June 2027
10. Target cost per km	\$100,000.00 Widening inclusive of guardrails in some locations.
11. Target Project cost	\$2,672,000.00

12. Concurrent works funded by Local Government (e.g. reseals etc)	\$0.00
13. Delivery mechanism:	Local Government / LG managed Contract
14. Number of jobs created (estimated):	Up to 10 FTE Contract Personnel.
15. Evidence/capability to complete within the proposed time period:	Is there capacity to complete the proposed works in the Tranche? Yes Have internal workforce/Contractors been notified of potential works? Yes Has an initial quote been sought? No When can the estimated tender process start/finish, and commence works? 1. Initial works for clearing, guardrails and set out to start August / September 2025. 2. Earthwork Tender to start by December 2025, close January 2026. 3. Commencement of first 5km to 10km section.
16. Additional Comments:	Are there any planned upgrades, major maintenance works and potential speed limit change on the nominated roads or SLK sections? Nil

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	David Holland
Position	Project Officer – Construction
Contact email	David.holland@chittering.wa.gov.au
Address	PO Box 70 BINDOON WA 6502
Phone	9576 4641

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	Leo Pudhota
Position	Executive Manager Technical Services
Contact email	Leo.pudhota@chittering.wa.gov.au
Address	PO Box 70 BINDOON WA 6502
Phone	9576 4625

*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 INVESTMANT STRATEGY OFFICE BRANCH

CEO Name: Melinda Prinsloo

CEO Signoff:



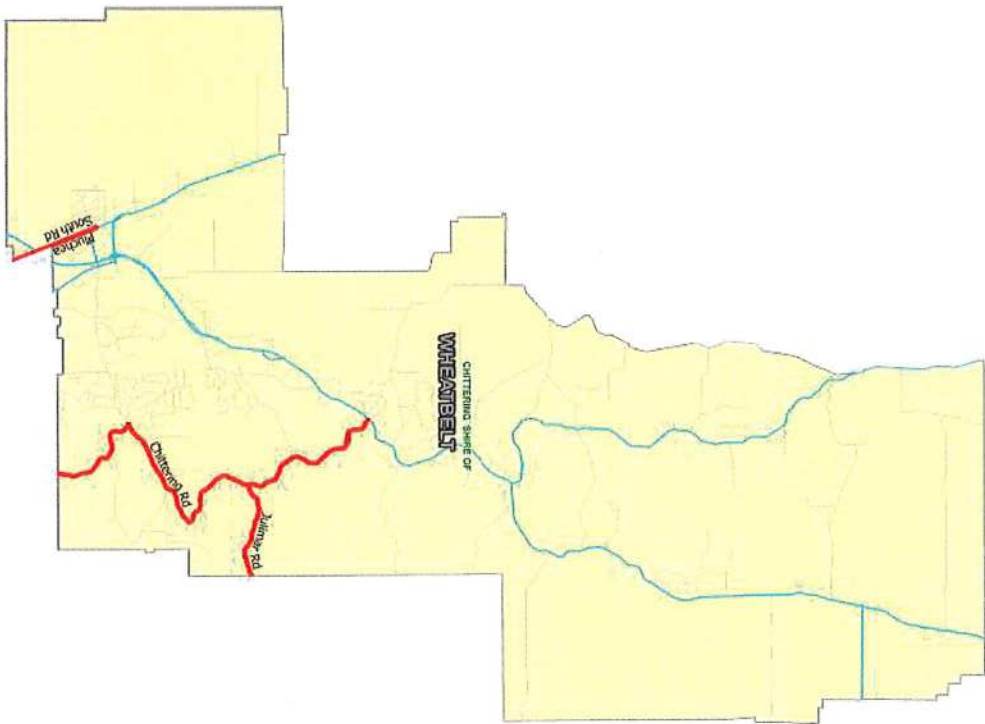
Date:

23/5/2025



mainroads
WESTERN AUSTRALIA

Regional Road Safety Program - Local Government Roads - Tranche 1
Local Government CHITTERING, SHIRE OF



Road Number	Road Name	SLK from SLK to Length	Local Government	Proposed Treatment
5020036	Murchies South Rd 0	5.29	Chittering	Seal shoulder 0.5m, Install AGL and AEL
5020010	Jiliner Rd 0	5.39	Chittering	Seal shoulder 0.5m, Install AGL and AEL
5020002	Chittering Rd 0	26.72	Chittering	Seal shoulder 1m, Install AGL and AEL

Legend

- Proposed RSP LGA Tranche 1
- LGA

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

MetroCount Traffic Executive Class Speed Matrix

ClassMatrix-41 -- English (ENA)

Datasets:

Site: [Chittering Rd SLK 0.45] 5020002- Chittering Rd SLK 0.45
Attribute: [-31.430695 +116.084103]
Direction: 8 - East bound A>B, West bound B>A. Lane: 0
Survey Duration: 12:00 Thursday, 26 October 2023 => 14:29 Thursday, 7 December 2023,
Zone:
File: Chittering Rd SLK 0.45 0 2023-12-07 1531.EC0 (Plus)
Identifier: T62704MJ MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.07)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 12:00 Thursday, 26 October 2023 => 14:29 Thursday, 7 December 2023 (42.1035)
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 = 9254 / 9260 (99.94%)

Class Speed Matrix

ClassMatrix-41

Site: Chittering Rd SLK 0.45.0.1EW
Description: 5020002- Chittering Rd SLK 0.45
Filter time: 12:00 Thursday, 26 October 2023 => 14:29 Thursday, 7 December 2023
Scheme: Vehicle classification (AustRoads94)
Filter: Cls(1-12) Dir(NESW) Sp(10,160) Headway(>0) Span(0 - 100) Lane(0-16)

Class													
km/h	SV 1	SVT 2	TB2 3	TB3 4	T4 5	ART3 6	ART4 7	ART5 8	ART6 9	BD 10	DRT 11	TRT 12	Total
10- 20	3	.	.	1	.	.	.	.	.	.	.	.	4 0.0%
20- 30	11	.	1	2	1	.	.	.	.	.	.	.	15 0.2%
30- 40	7	1	2	1	2	.	.	.	.	.	.	.	13 0.1%
40- 50	53	2	11	2	.	.	.	1	1	.	.	.	70 0.8%
50- 60	166	16	36	1	3	.	3	2	1	.	.	.	228 2.5%
60- 70	707	83	116	16	11	9	9	2	14	1	.	.	968 10.5%
70- 80	2145	157	219	23	19	9	17	2	8	3	3	1	2606 28.2%
80- 90	2955	126	200	19	8	5	14	1	4	.	.	.	3332 36.0%
90-100	1316	33	81	4	5	1	1	.	2	.	.	.	1443 15.6%
100-110	345	3	25	.	1	.	.	.	.	.	.	.	374 4.0%
110-120	121	.	8	.	2	.	.	.	.	.	.	.	131 1.4%
120-130	54	.	.	.	.	.	.	.	.	.	.	.	54 0.6%
130-140	13	.	.	.	.	.	.	.	.	.	.	.	13 0.1%
140-150	1	.	.	.	.	.	.	.	.	.	.	.	1 0.0%
150-160	2	.	.	.	.	.	.	.	.	.	.	.	2 0.0%
Total	7899	421	699	69	52	24	44	8	30	4	3	1	9254
	85.4%	4.5%	7.6%	0.7%	0.6%	0.3%	0.5%	0.1%	0.3%	0.0%	0.0%	0.0%	

MetroCount Traffic Executive Class Speed Matrix

ClassMatrix-42 -- English (ENA)

Datasets:

Site: [Chittering Rd SLK 18.55] 5020002 -Chittering Rd SLK 18.55
Attribute: [-31.549411 +116.098405]
Direction: 8 - East bound A>B, West bound B>A. **Lane:** 0
Survey Duration: 12:00 Thursday, 26 October 2023 => 11:38 Thursday, 7 December 2023,
Zone:
File: Chittering Rd SLK 18.55 0 2023-12-07 1533.EC0 (Plus)
Identifier: U258KCYX MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.07)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

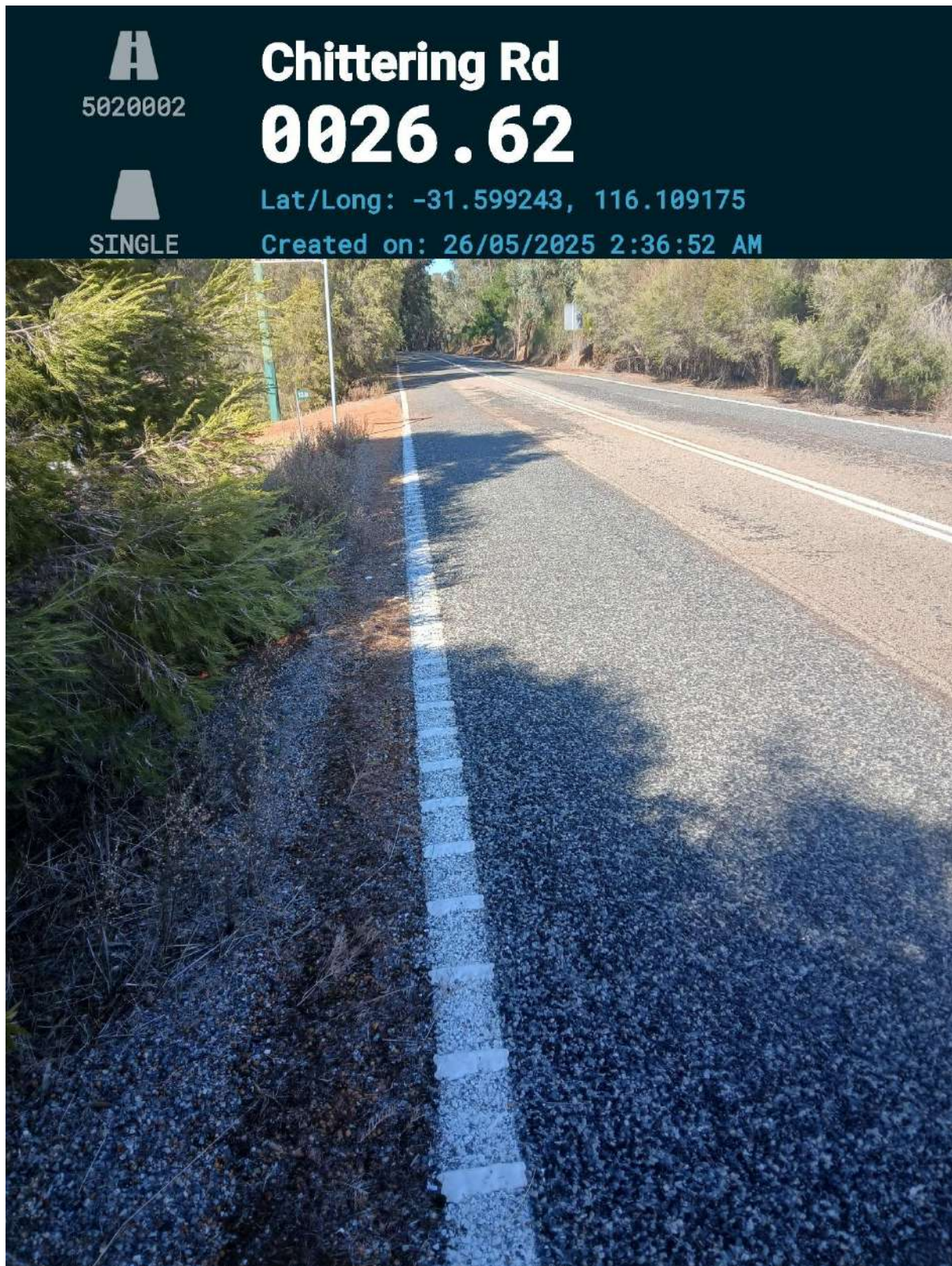
Filter time: 12:00 Thursday, 26 October 2023 => 11:38 Thursday, 7 December 2023 (41.9853)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Speed range: 10 - 160 km/h.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 100 metre
Name: Default Profile
Scheme: Vehicle classification (AustRoads94)
Units: Metric (metre, kilometre, m/s, km/h, kg, tonne)
In profile: Vehicles = 14762 / 14769 (99.95%)

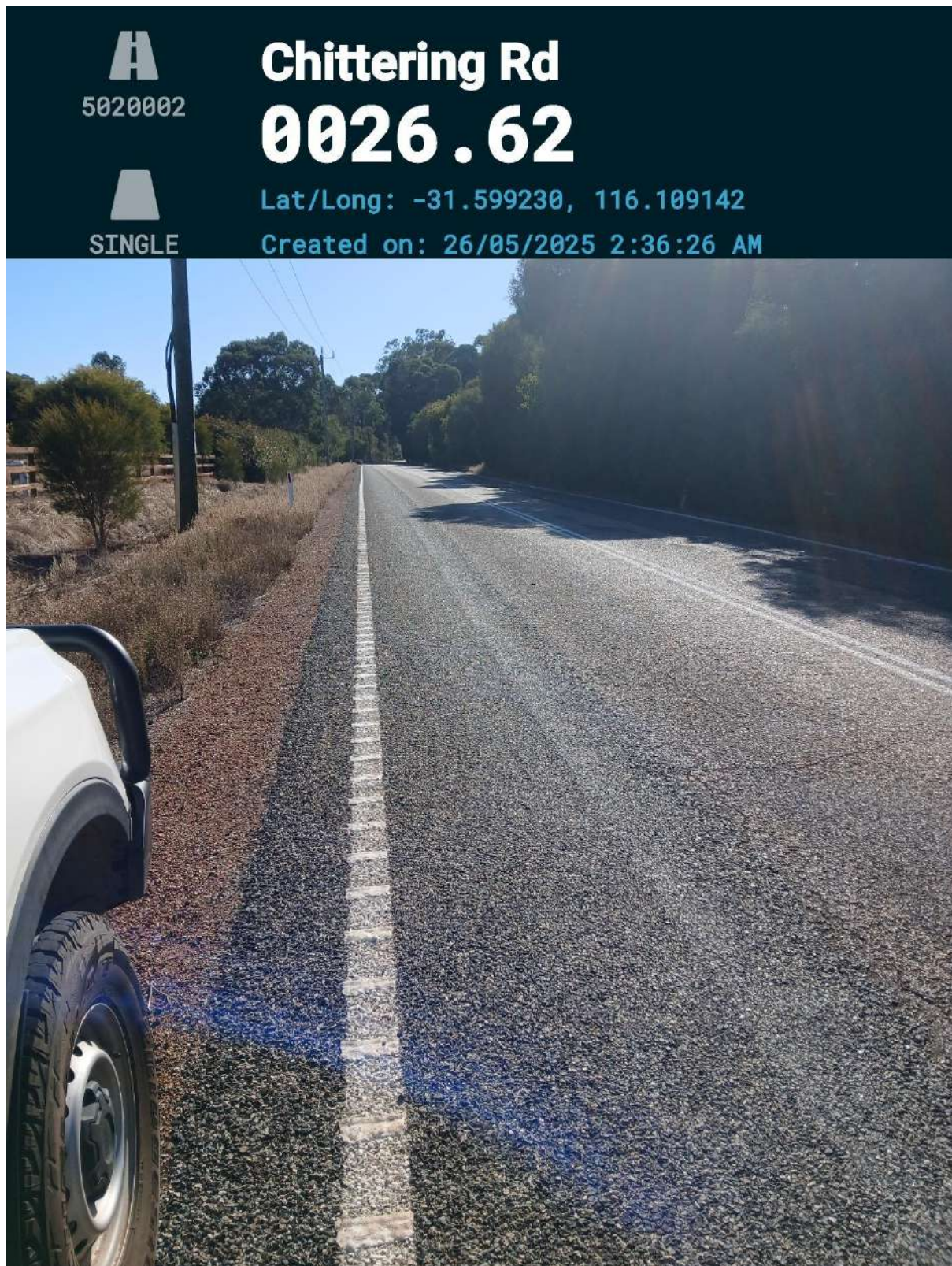
Class Speed Matrix

ClassMatrix-42

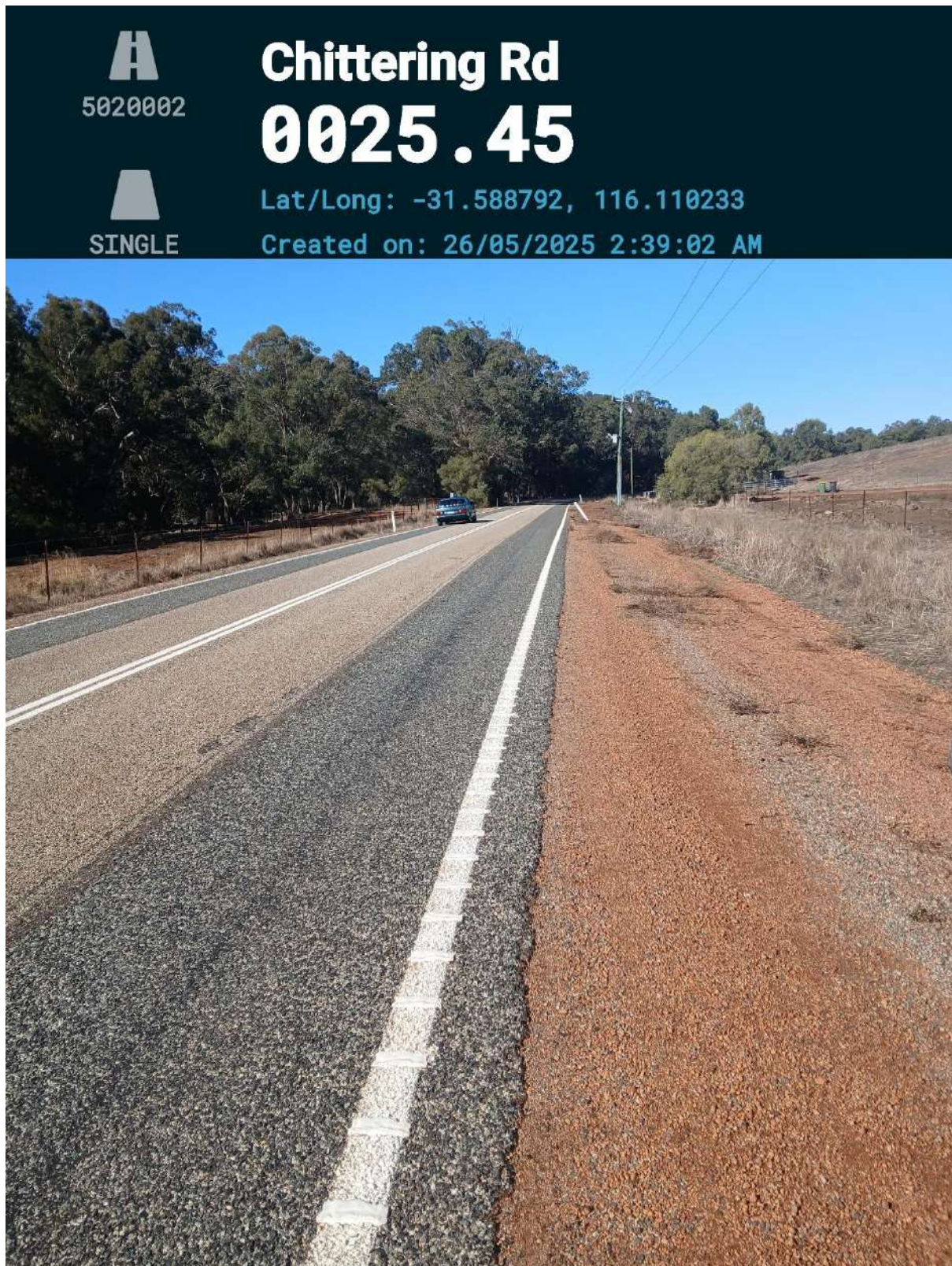
Site: Chittering Rd SLK 18.55.0.1EW
Description: 5020002 -Chittering Rd SLK 18.55
Filter time: 12:00 Thursday, 26 October 2023 => 11:38 Thursday, 7 December 2023
Scheme: Vehicle classification (AustRoads94)
Filter: Cls(1-12) Dir(NESW) Sp(10,160) Headway(>0) Span(0 - 100) Lane(0-16)

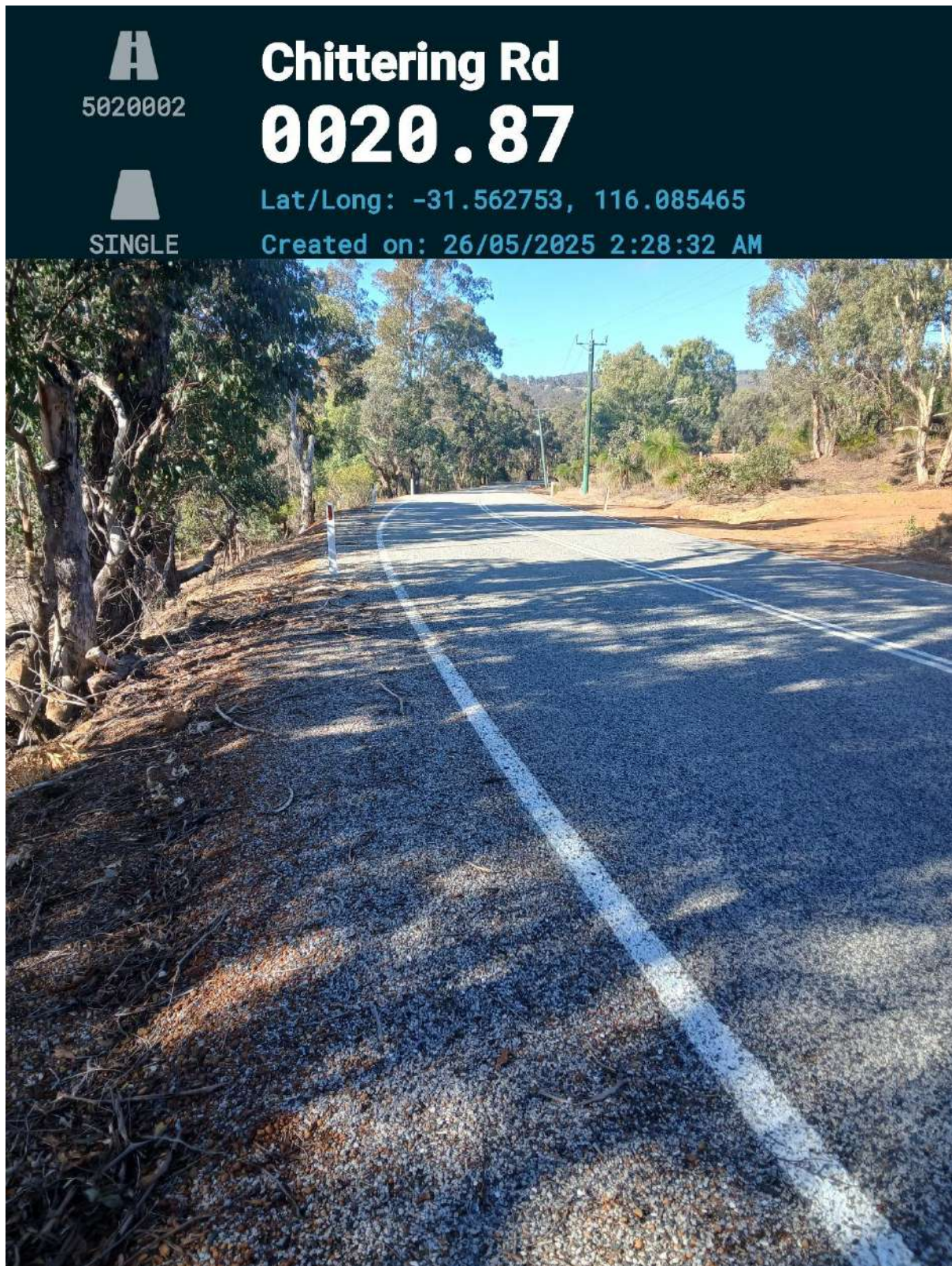
Class													
km/h	SV 1	SVT 2	TB2 3	TB3 4	T4 5	ART3 6	ART4 7	ART5 8	ART6 9	BD 10	DRT 11	TRT 12	Total
10- 20	.	.	.	.	.	.	.	.	.	.	.	.	0 0.0%
20- 30	4	.	.	.	.	.	.	.	.	.	.	.	4 0.0%
30- 40	14	7	7	5	2	.	1	.	4	2	.	.	42 0.3%
40- 50	36	11	17	11	1	3	4	2	18	1	.	.	104 0.7%
50- 60	145	32	36	27	5	1	6	.	22	4	.	.	278 1.9%
60- 70	600	93	121	52	2	3	9	3	26	.	1	.	910 6.2%
70- 80	2124	177	172	43	7	4	21	6	33	3	.	.	2590 17.5%
80- 90	3149	128	343	25	8	18	63	5	19	2	.	.	3760 25.5%
90-100	2471	85	828	23	4	39	87	8	26	1	.	.	3572 24.2%
100-110	1410	38	858	20	2	24	35	2	17	.	.	.	2406 16.3%
110-120	482	6	318	11	4	6	5	1	1	.	.	.	834 5.6%
120-130	118	.	76	2	1	1	1	.	.	.	.	.	199 1.3%
130-140	30	.	12	.	.	.	.	.	.	.	.	.	42 0.3%
140-150	18	.	1	.	.	.	.	.	.	.	.	.	19 0.1%
150-160	2	.	.	.	.	.	.	.	.	.	.	.	2 0.0%
Total	10603	577	2789	219	36	99	232	27	166	13	1	0	14762
	71.8%	3.9%	18.9%	1.5%	0.2%	0.7%	1.6%	0.2%	1.1%	0.1%	0.0%	0.0%	

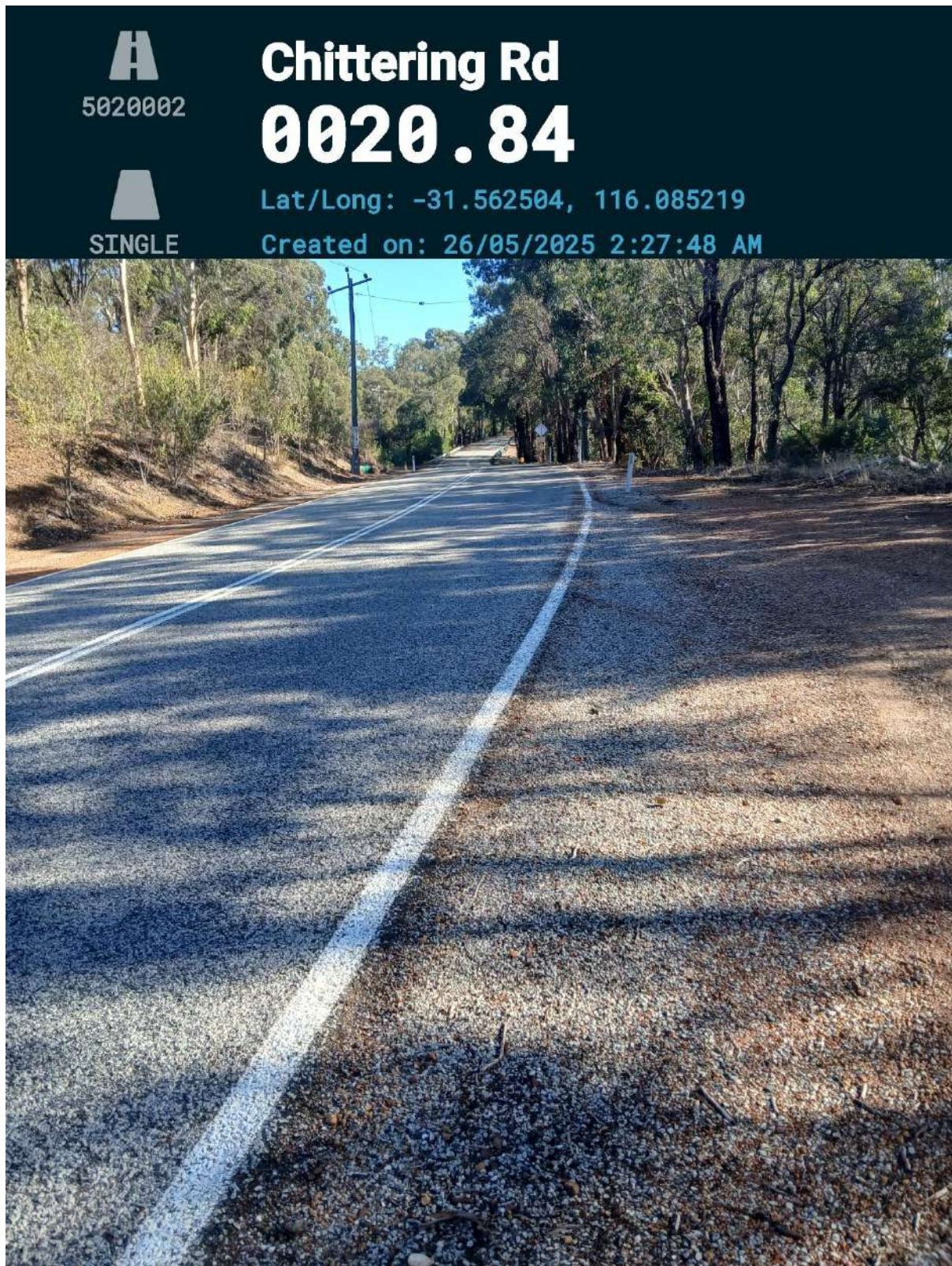


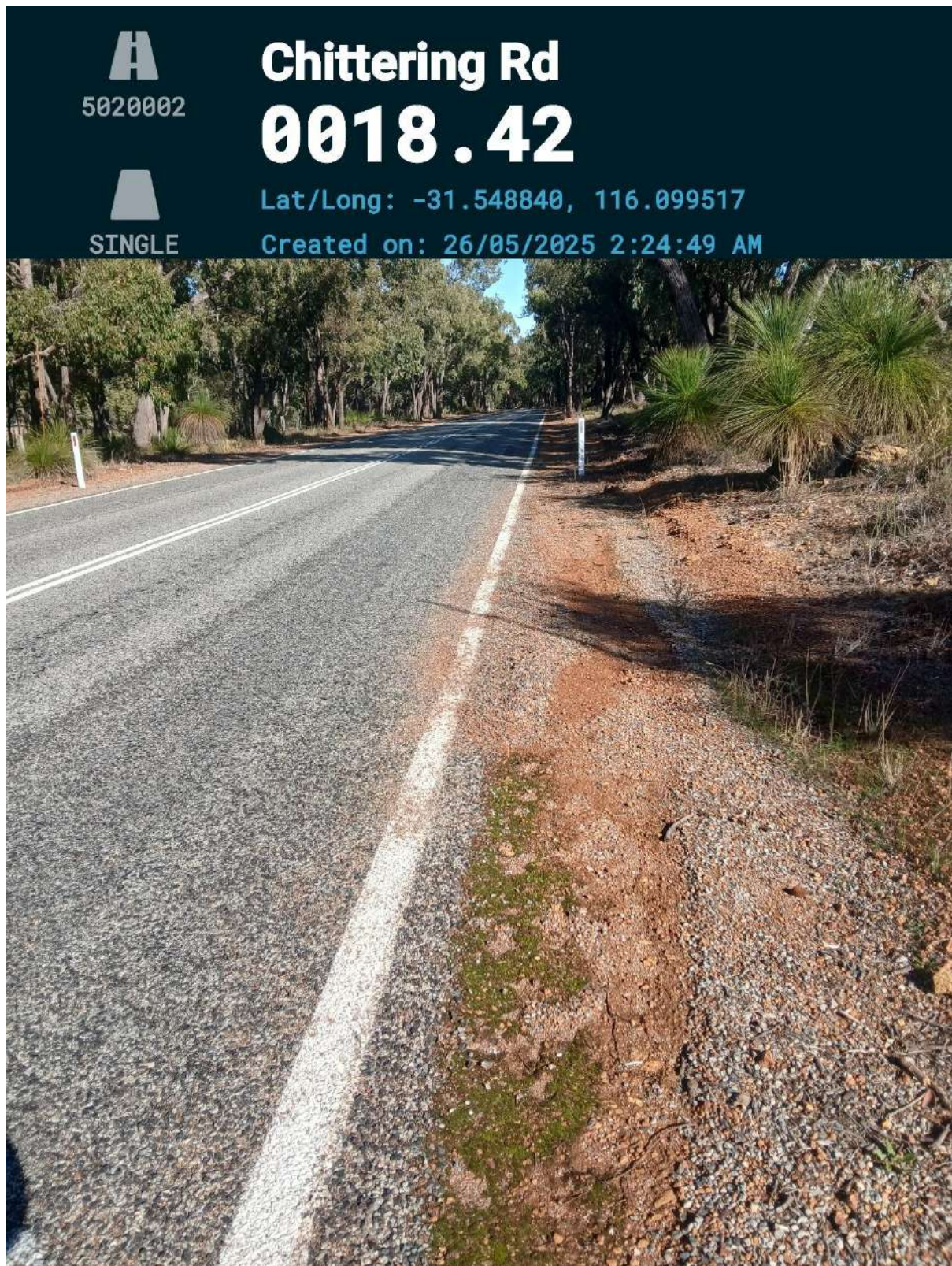


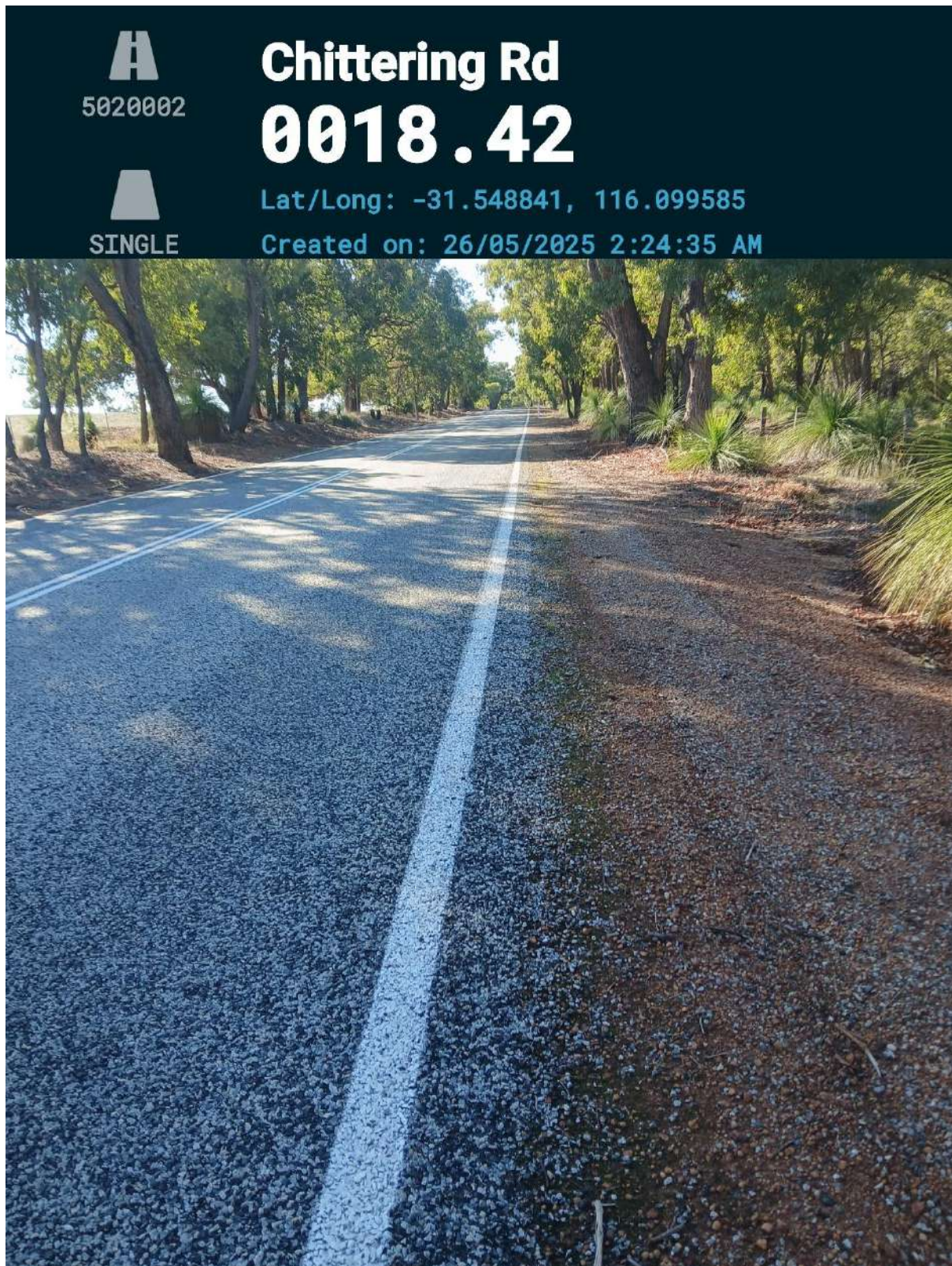


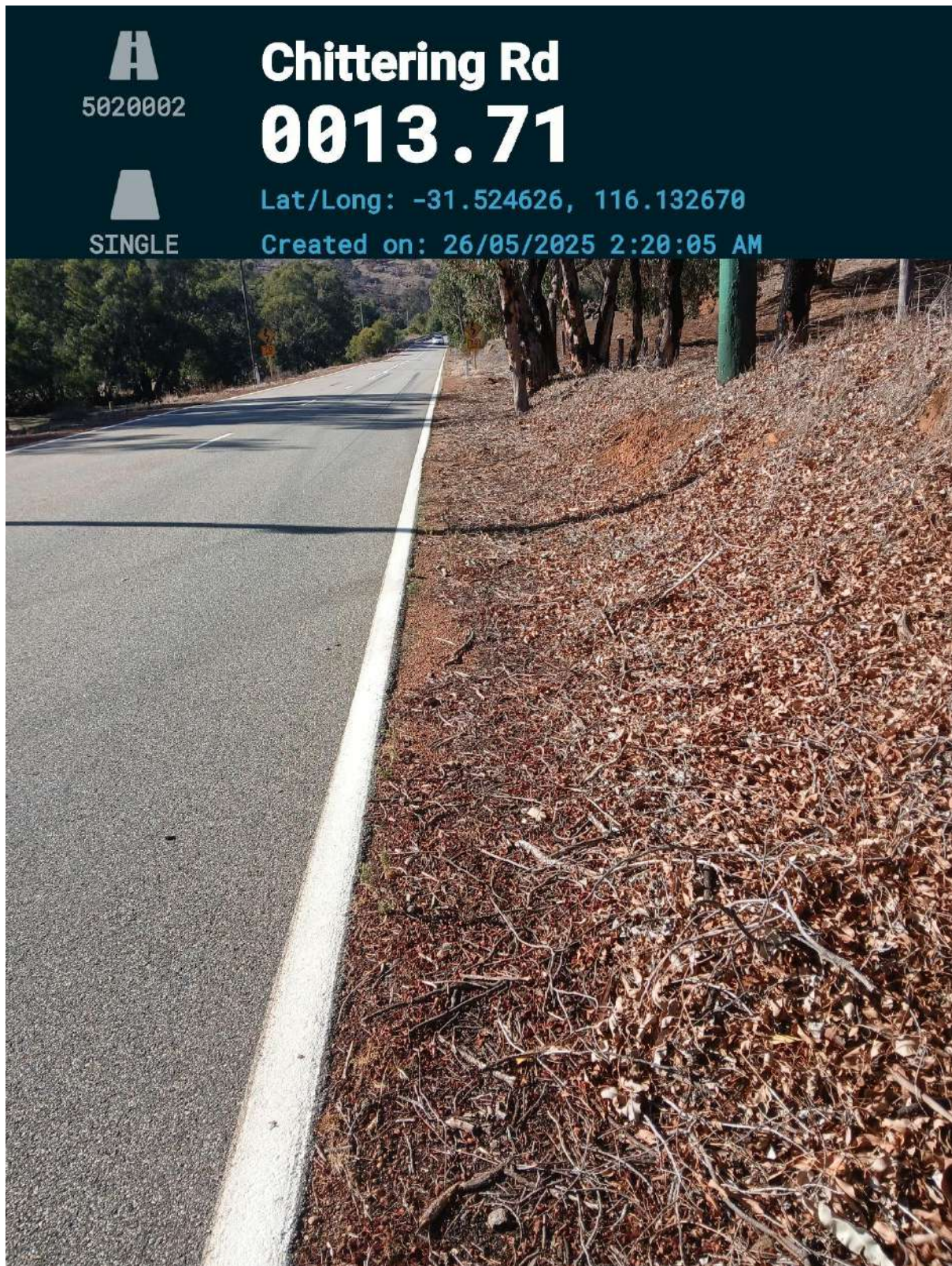


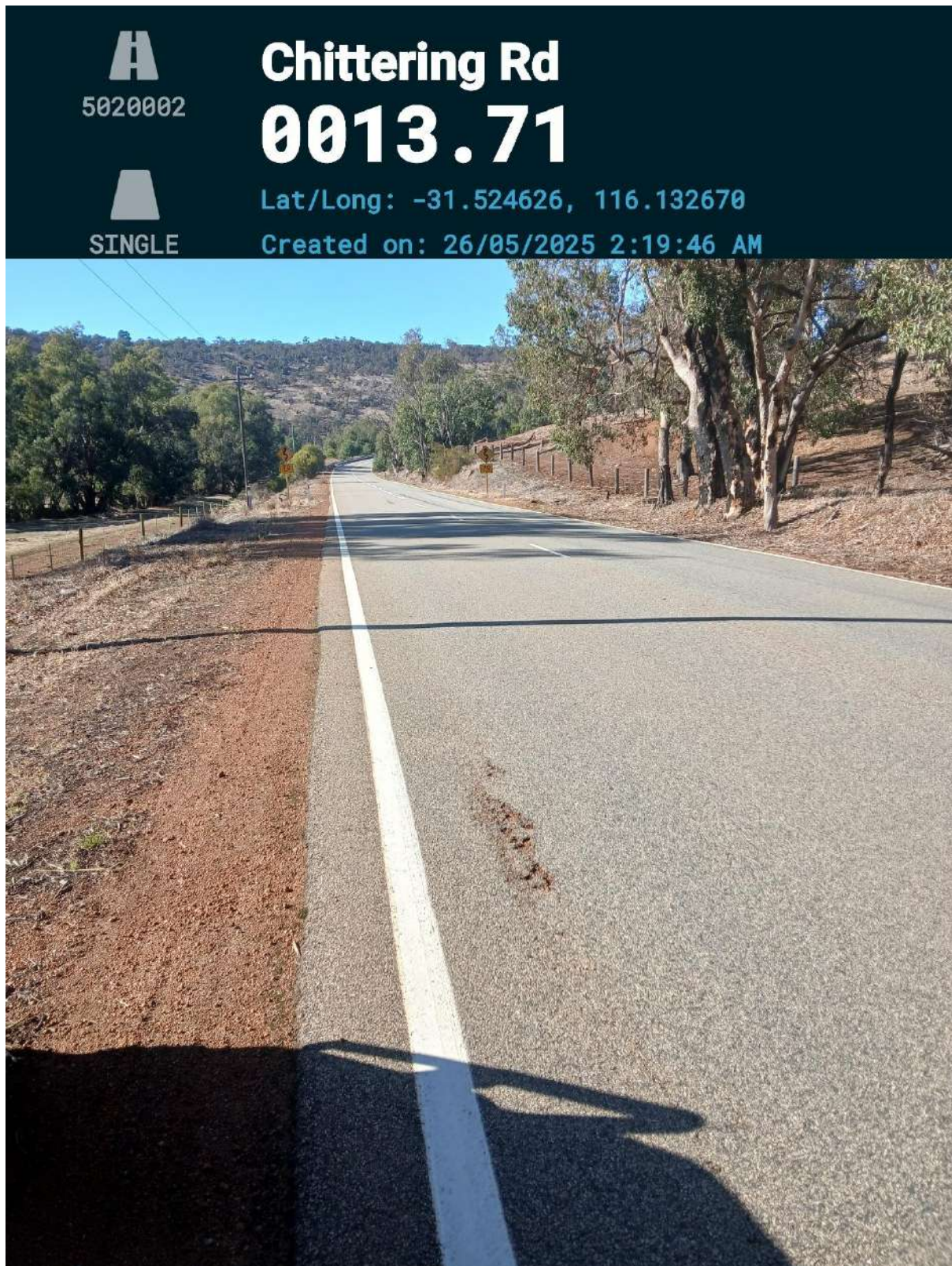




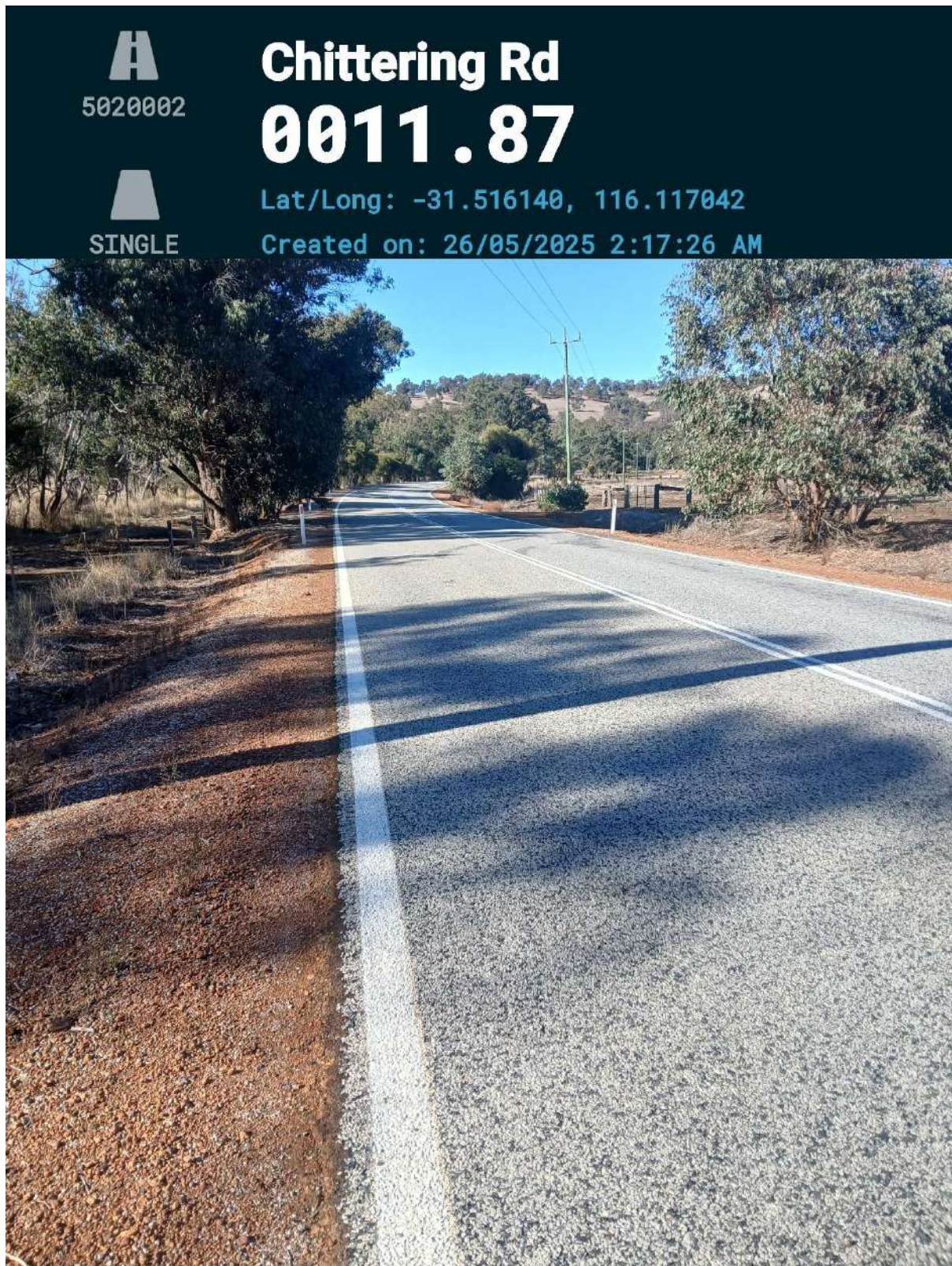


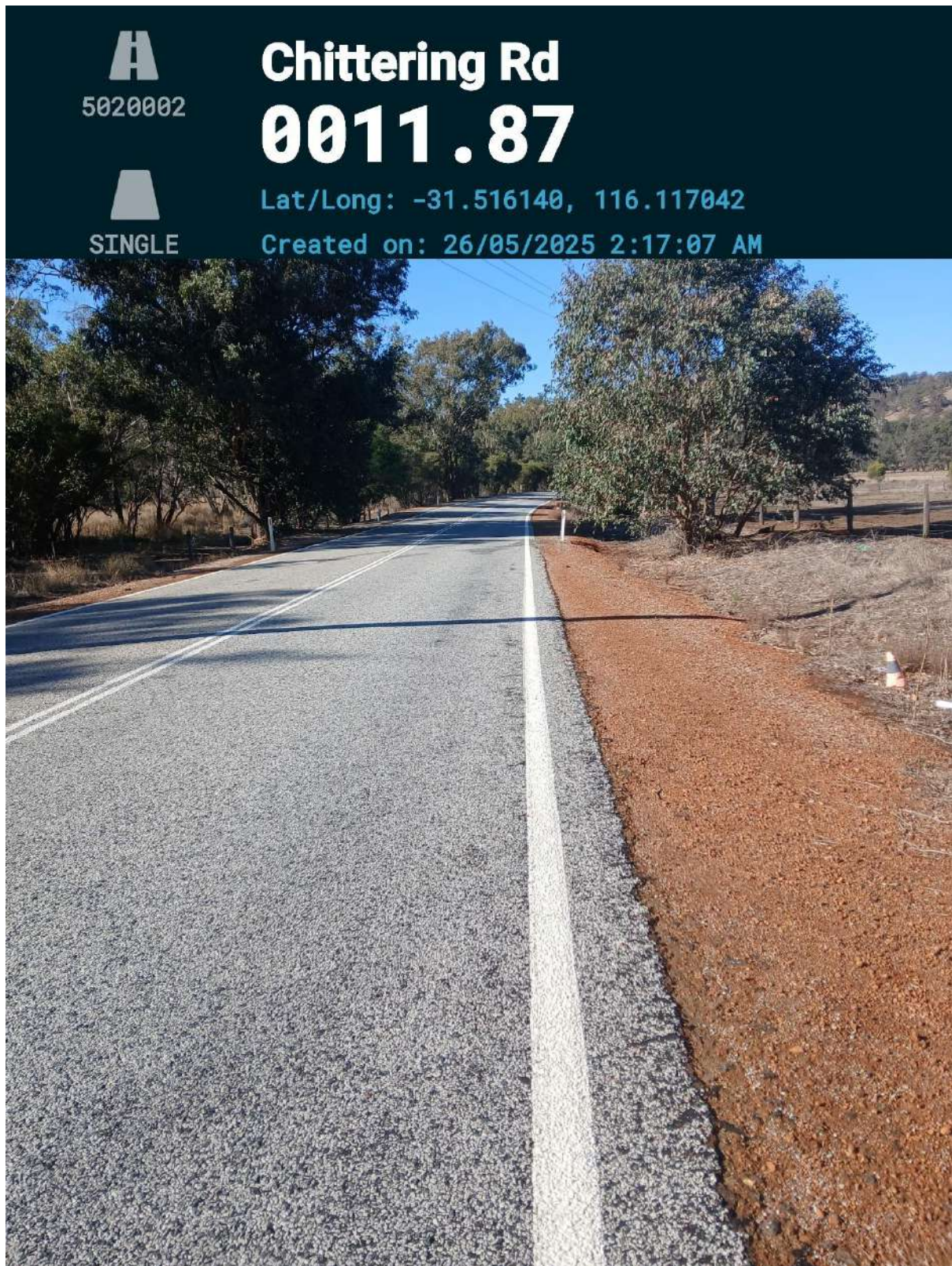


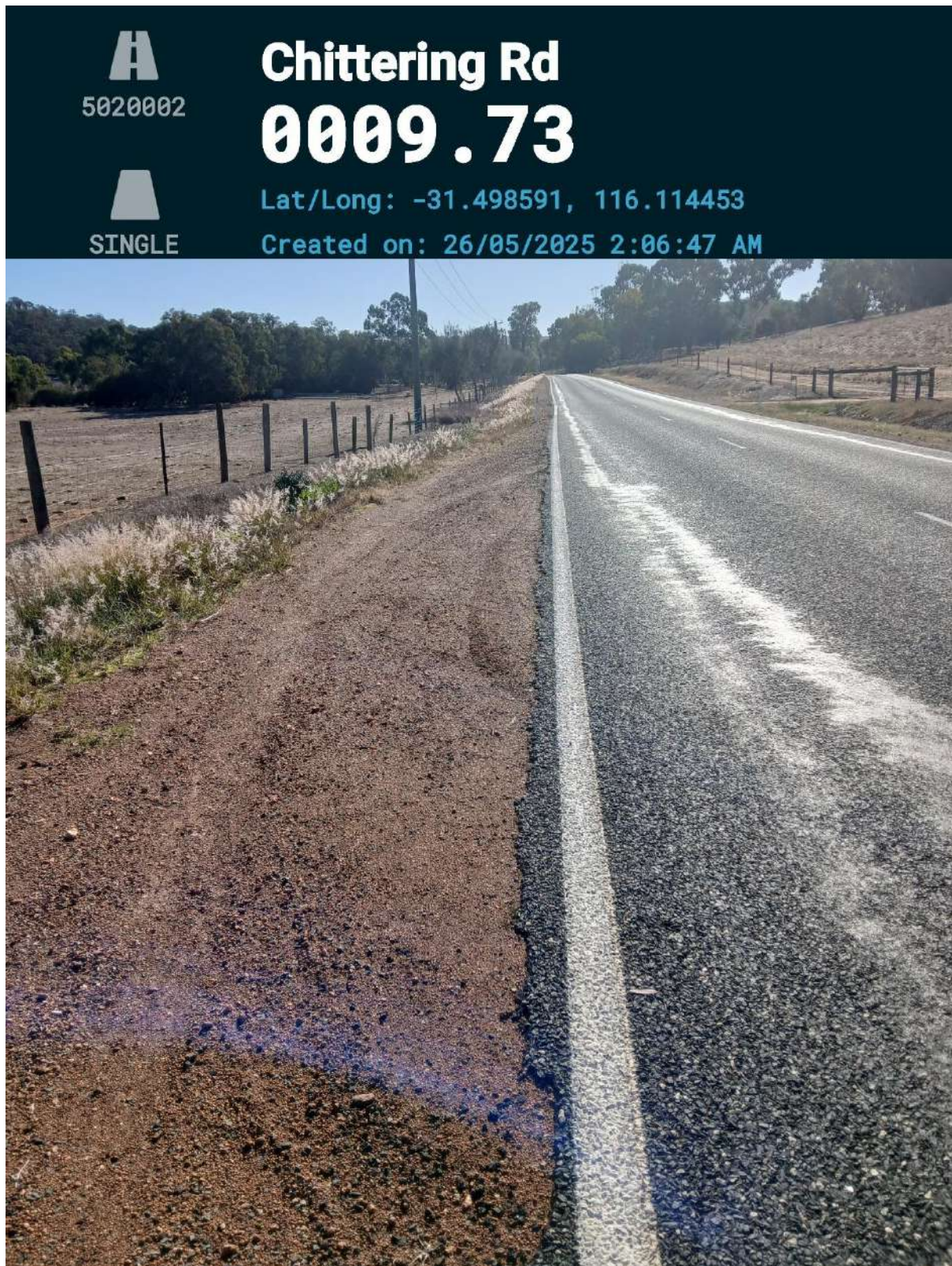


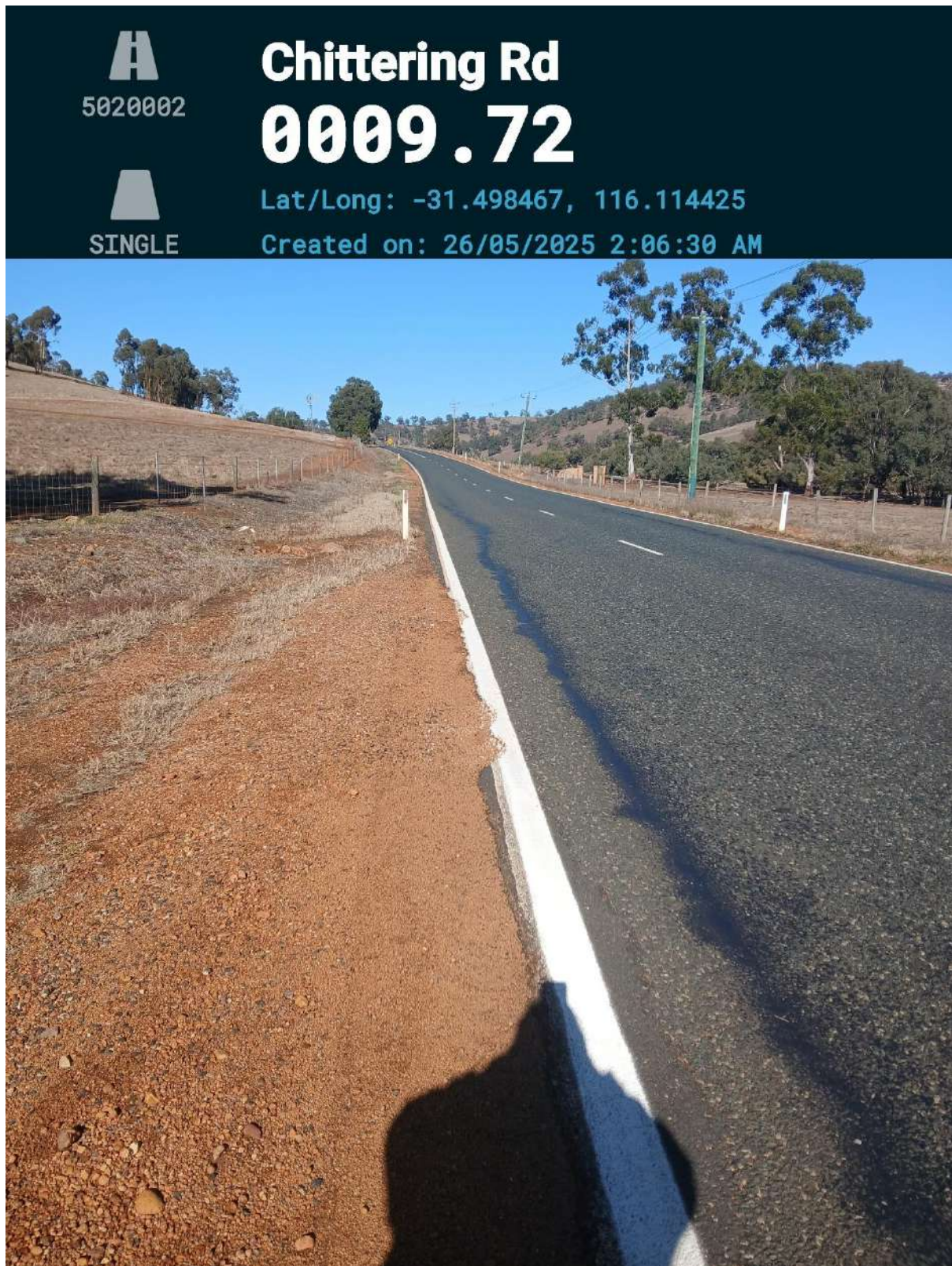


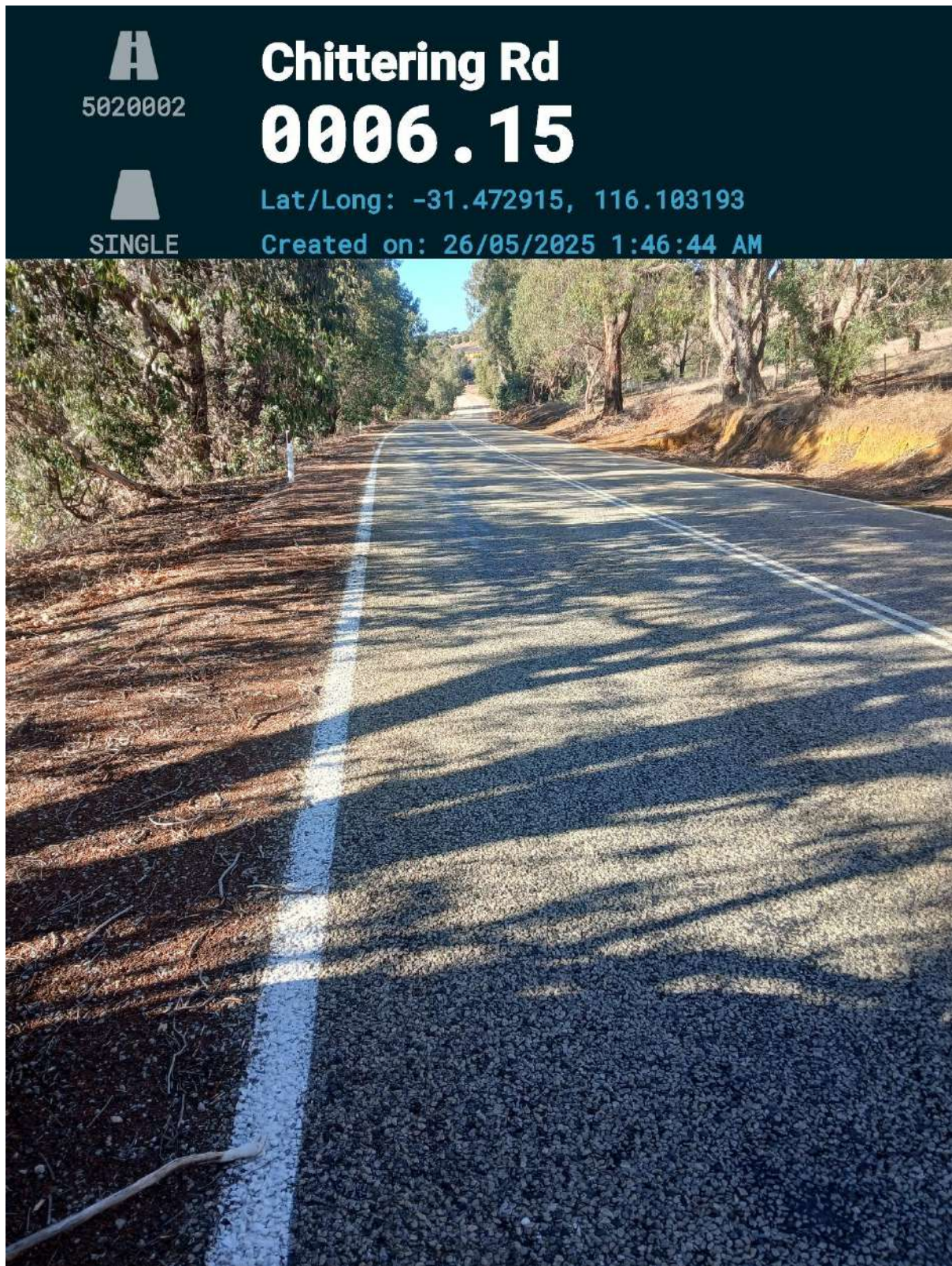


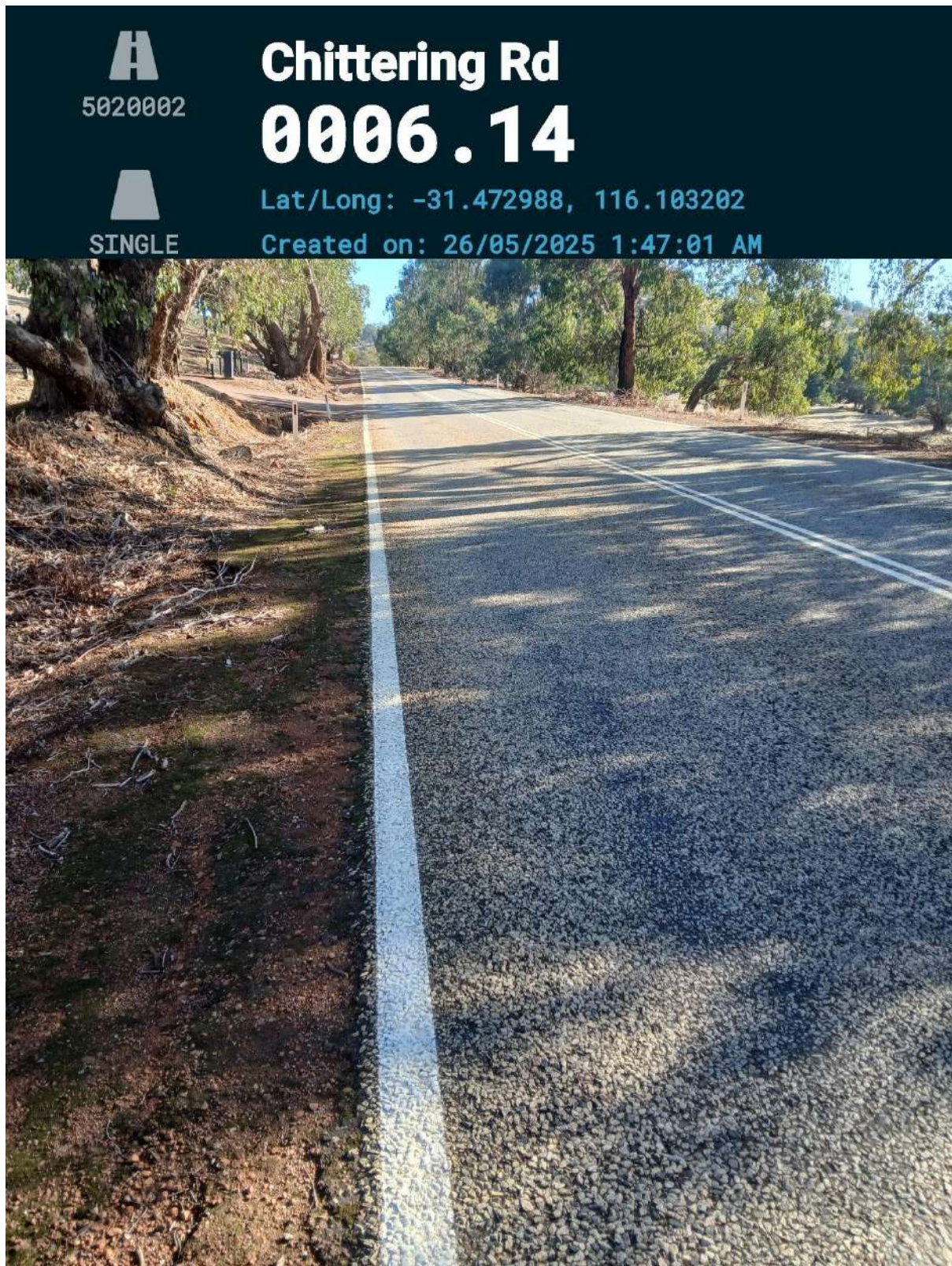


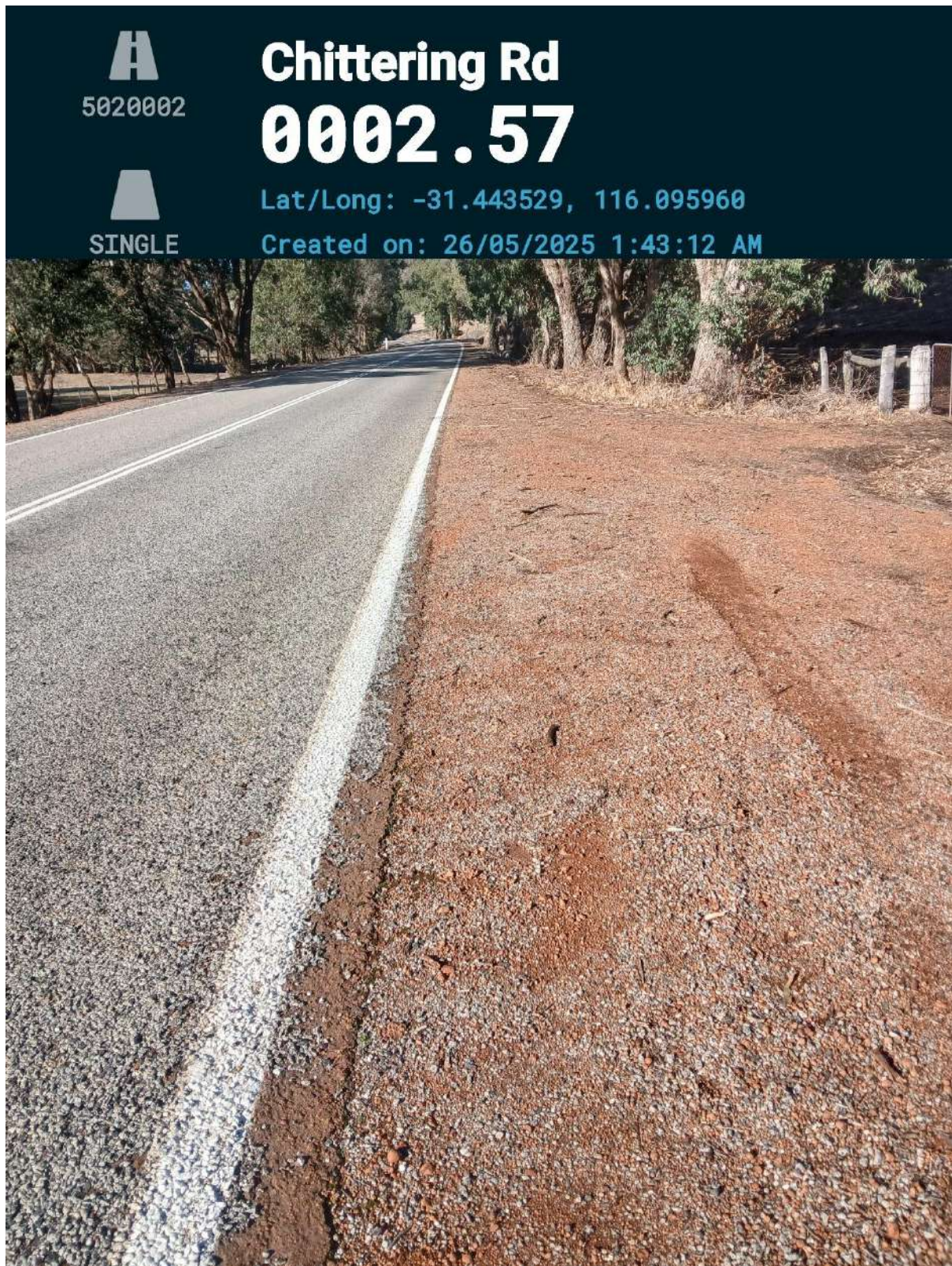


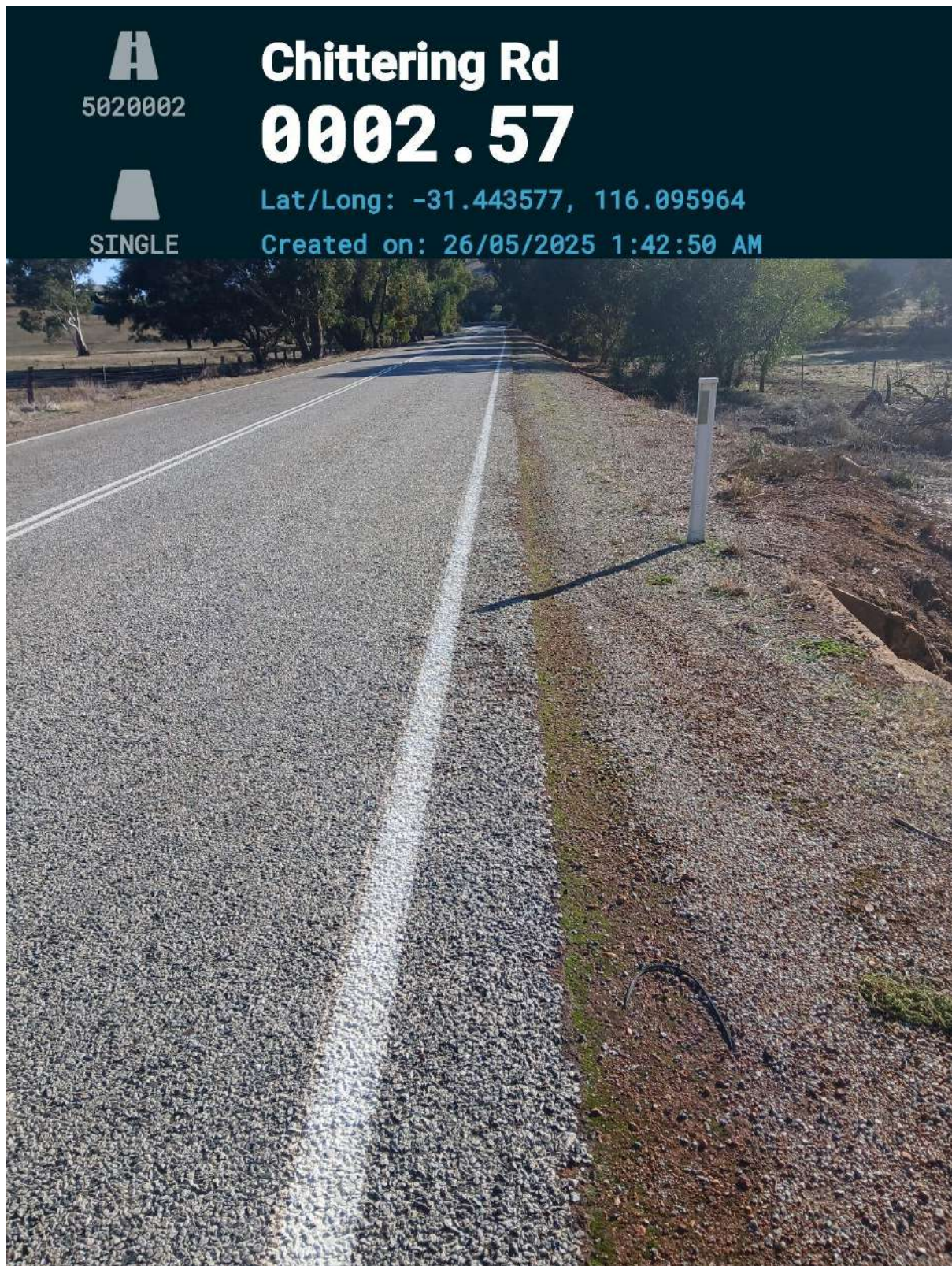


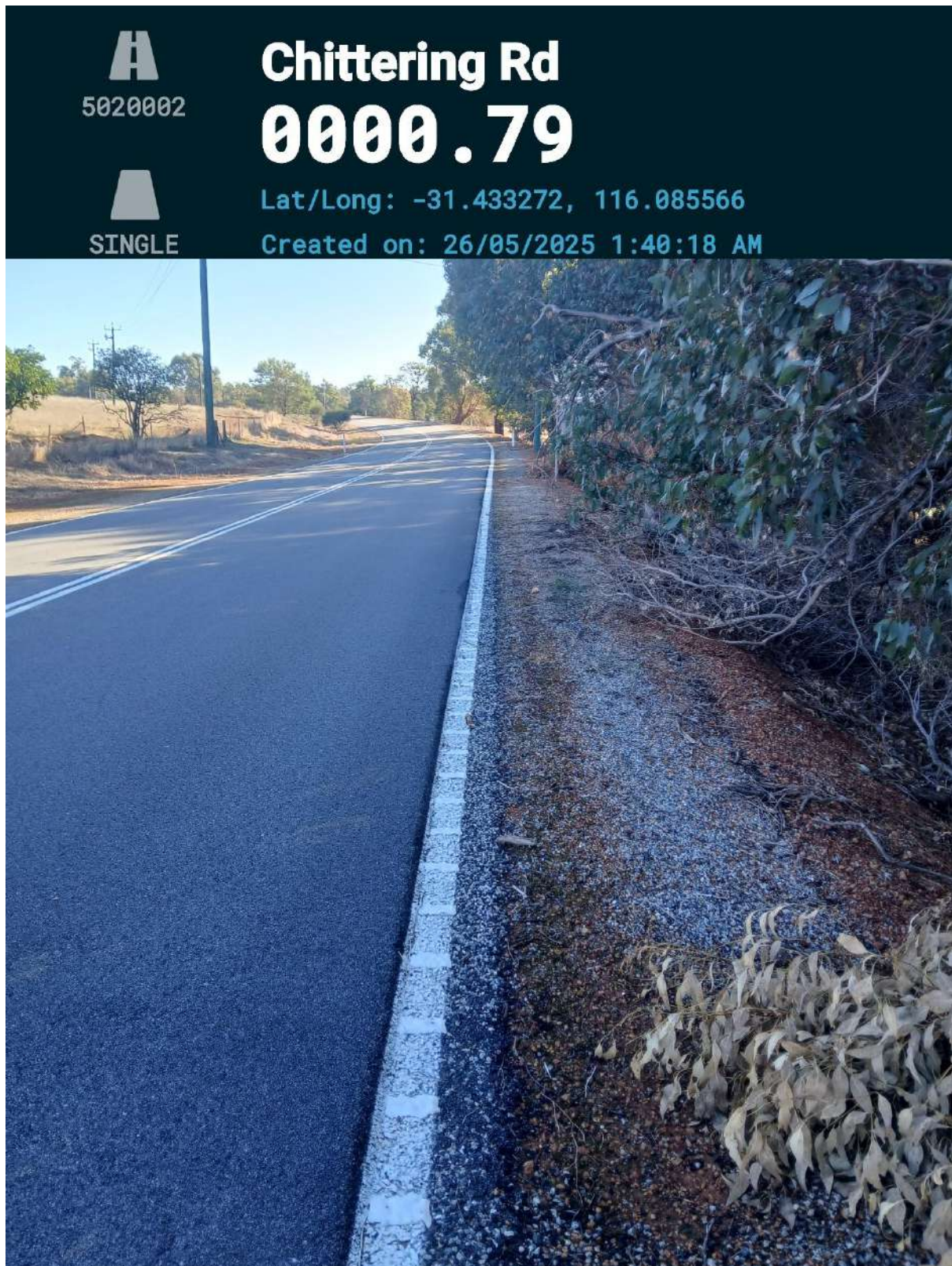


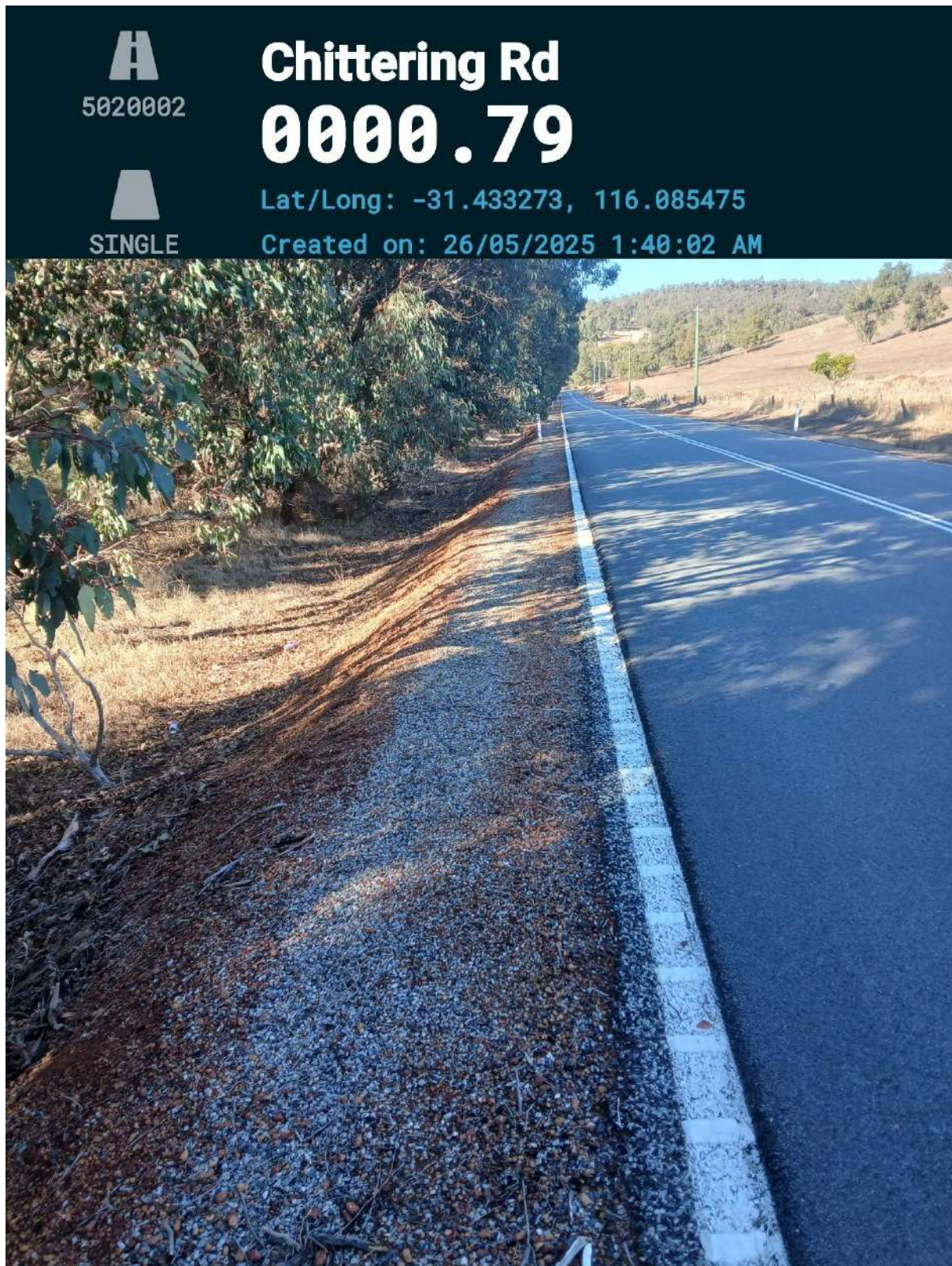


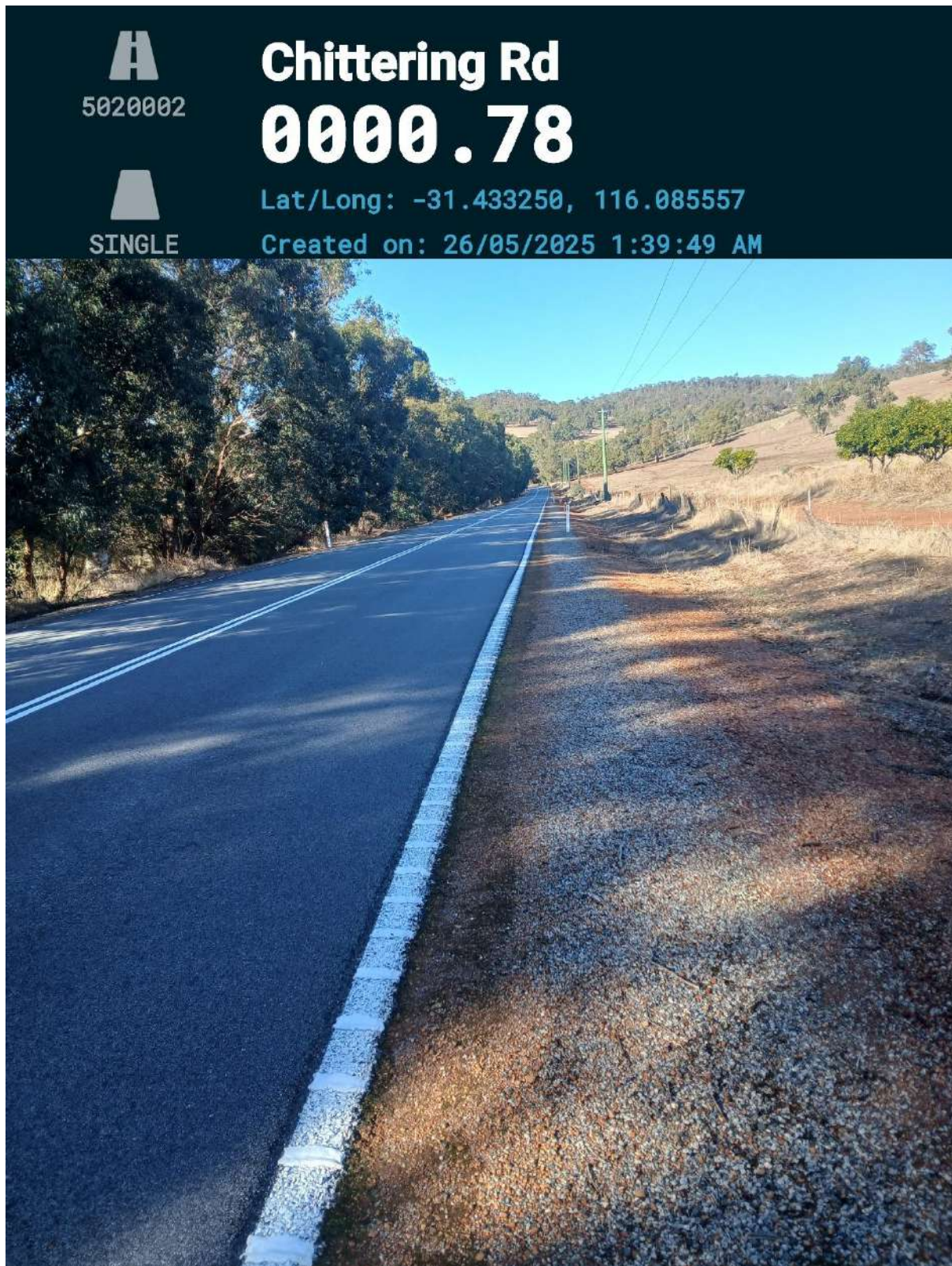


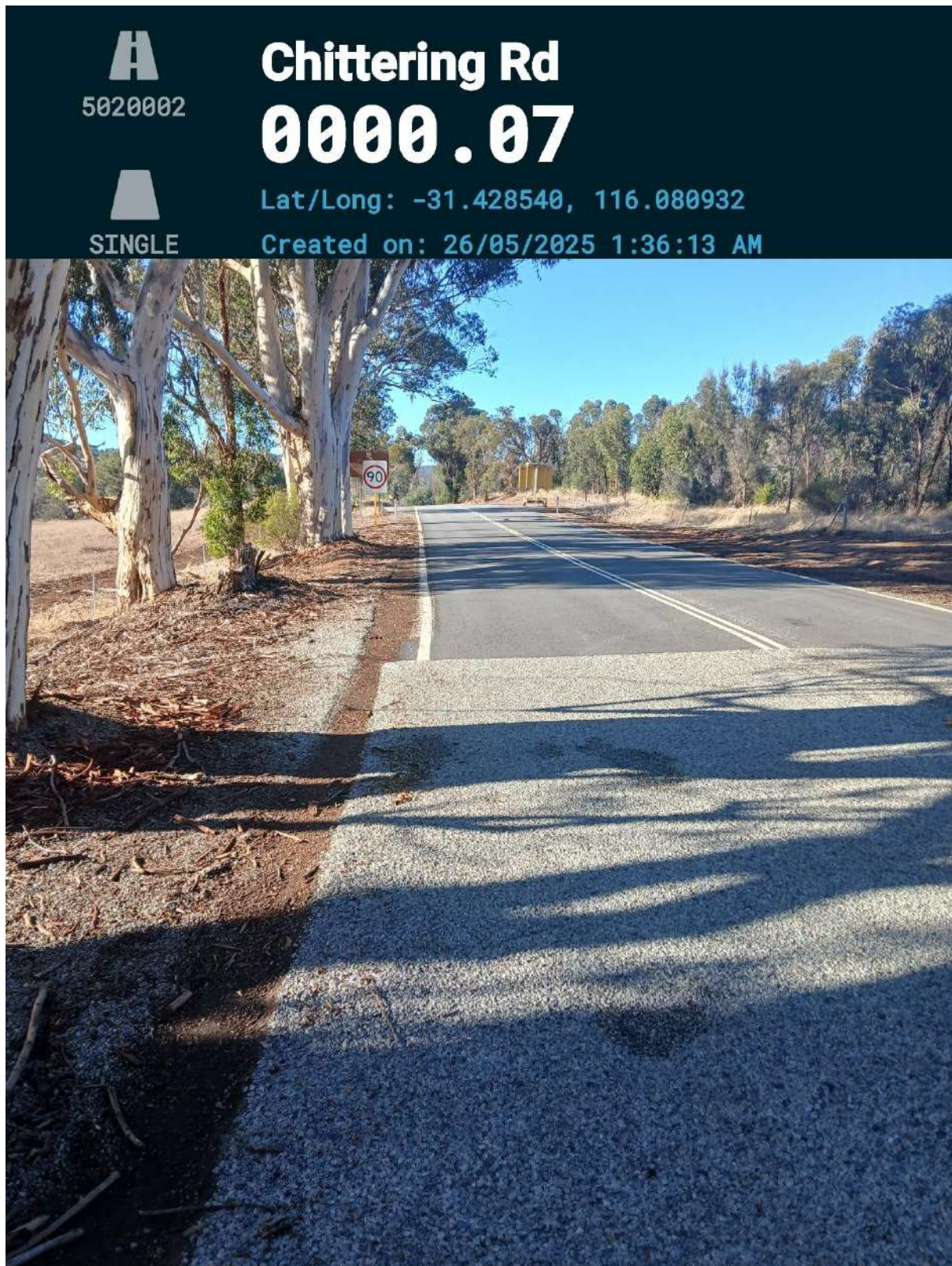


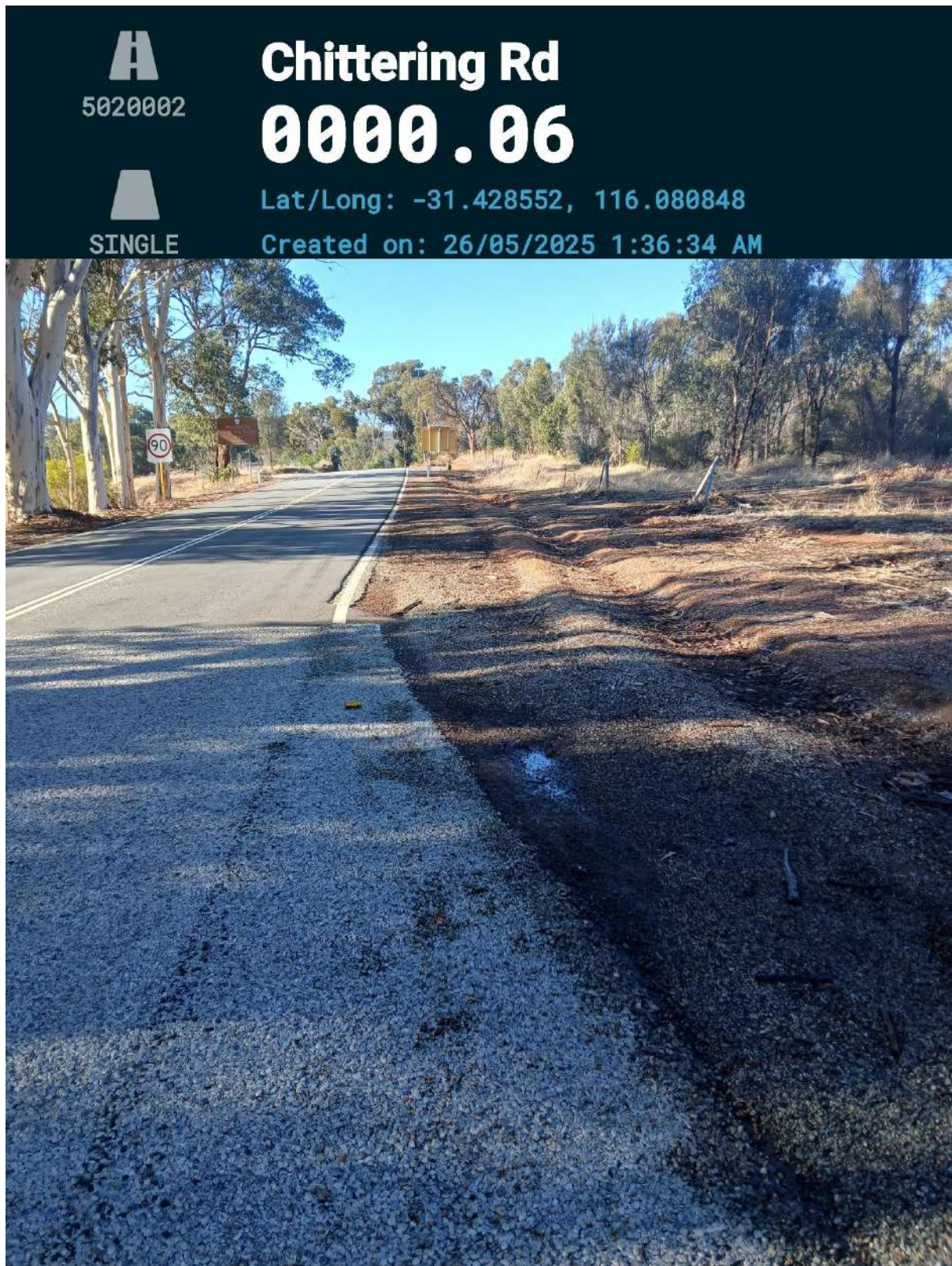




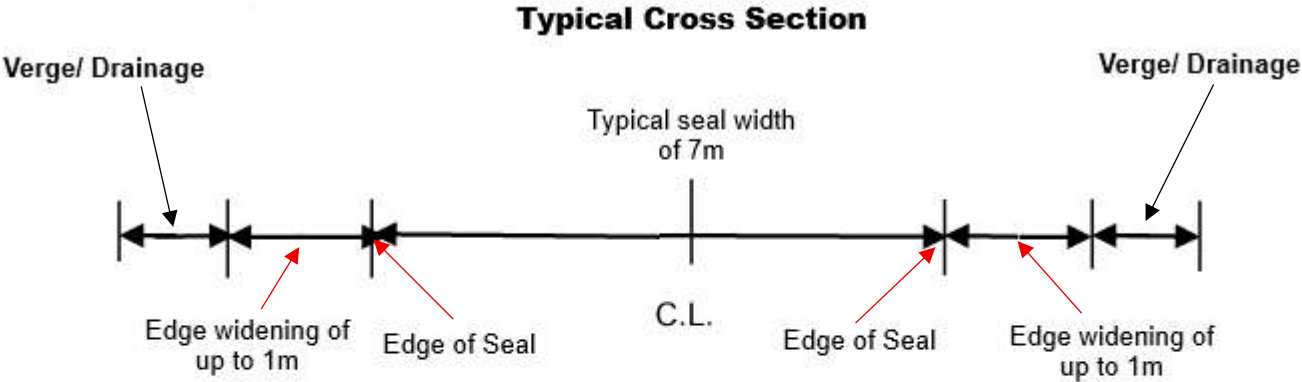








Shire of Chittering Typical Cross section



ATTACHMENT 1 – NOMINATION FORM

NOMINATION FORM
REGIONAL ROAD SAFETY PROGRAM
LOCAL GOVERNMENT ROADS

1. Nomination Year	2025 - 27
2. Local Government	Chittering
3. Road Name and Number	Julimar Rd – 5020010
4. Project SLK's	0 to 5.39
5. Project Description of works and treatments to be applied	Based on data received from WALGA through the Local Government asset management system, the following treatment is proposed for this section of road. Average Typical Existing seal width – 8.1 m Average Typical Existing pavement width – 9.7 m Target seal width – 9.1 m with targeted shoulder target (per side) – 0.5 m Proposed treatment – Seal shoulder 0.5m. Install ACL and AEL. Refer to the Attachment 8 in the guideline for typical cross section. Information being sought. • Include cross section showing: formation width, existing seal width, proposed seal width, lane and shoulder widths. • Confirmation on above cross section information, • Comments on proposed treatment, • Photos of existing roadway are encouraged. • Are there enabling works required?
6. Enabling Works & Approvals	Are there enabling works required? Yes Are any permissions/approvals required (e.g. veg clearing, Aboriginal Heritage) ? No
7. Project Location (map)	
8. Proposed start date	December 2025
9. Proposed completion date	August 2026
10. Target cost per km	About 4kms needs to be done @ \$100,000.00 – Widening inclusive of guardrails in some locations.
11. Target Project cost	\$400,000.00

12. Concurrent works funded by Local Government (e.g. reseals etc)	No
13. Delivery mechanism:	Local Government / LG managed Contract
14. Number of jobs created (estimated):	2 – 3 Jobs
15. Evidence/capability to complete within the proposed time period:	Is there capacity to complete the proposed works in the Tranche? Yes Have internal workforce/Contractors been notified of potential works? Yes Has an initial quote been sought? No When can the estimated tender process start/finish, and commence works? November 2025. ACL was completed in 2024/25. Some sections of widening was completed in 2024/25.
16. Additional Comments:	Are there any planned upgrades, major maintenance works and potential speed limit change on the nominated roads or SLK sections? Nil.

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	David Holland
Position	Project Officer – Construction
Contact email	David.holland@chittering.wa.gov.au
Address	PO Box 70 BINDOON WA 6502
Phone	9576 4641

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	Leo Pudhota
Position	Executive Manager Technical Services
Contact email	Leo.Pudhota@chittering.wa.gov.au
Address	PO Box 70 BINDOON WA 6502
Phone	9576 4625

*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: Melinda Prinsloo

CEO Signoff:



Date:

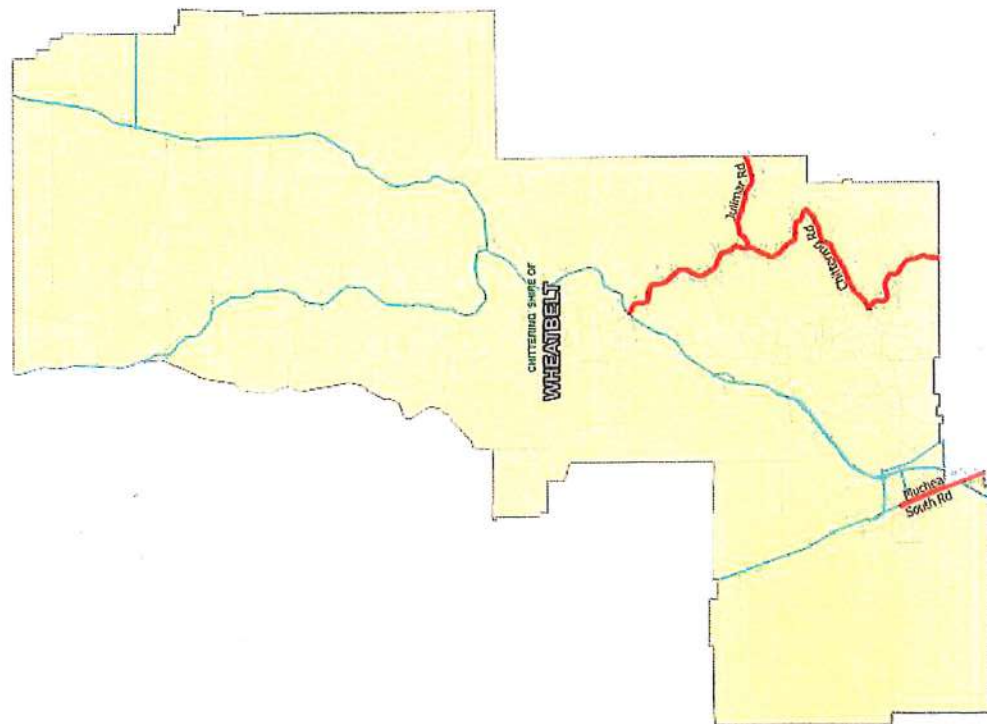
23/5/2025



Regional Road Safety Program - Local Government Roads - Tranche 1

Local Government CHITTERING, SHIRE OF

Road Number	Road Name	SLK from SLK to Length	Local Government	Proposed Treatment
5030004	Nachua South Rd 0	5.29	Chittering	Seal shoulder 0.5m, Install AQL and AEL
5030010	Jullimar Rd 0	5.39	Chittering	Seal shoulder 0.5m, Install AQL and AEL
5030002	Chittering Rd 0	16.72	Chittering	Seal shoulder Int. Install AQL and AEL



Legend

- Proposed RSP LGA Tranche 1
- LGA

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

0 4.1 8.2 16.4 Kilometers

MetroCount Traffic Executive Class Speed Matrix

ClassMatrix-43 -- English (ENA)

Datasets:

Site: [Julimar Rd SLK 0.44] 5020010 - Julimar Rd SLK 0.44
Attribute: [-31.493354 +116.119728]
Direction: 8 - East bound A>B, West bound B>A. Lane: 0
Survey Duration: 12:00 Monday, 18 December 2023 => 9:10 Monday, 29 January 2024,
Zone:
File: Julimar Rd SLK 0.44 0 2024-01-29 0909.EC0 (Plus)
Identifier: U258KCYX MC56-L5 [MC55] (c)Microcom 19Oct04
Algorithm: Factory default axle (v5.07)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

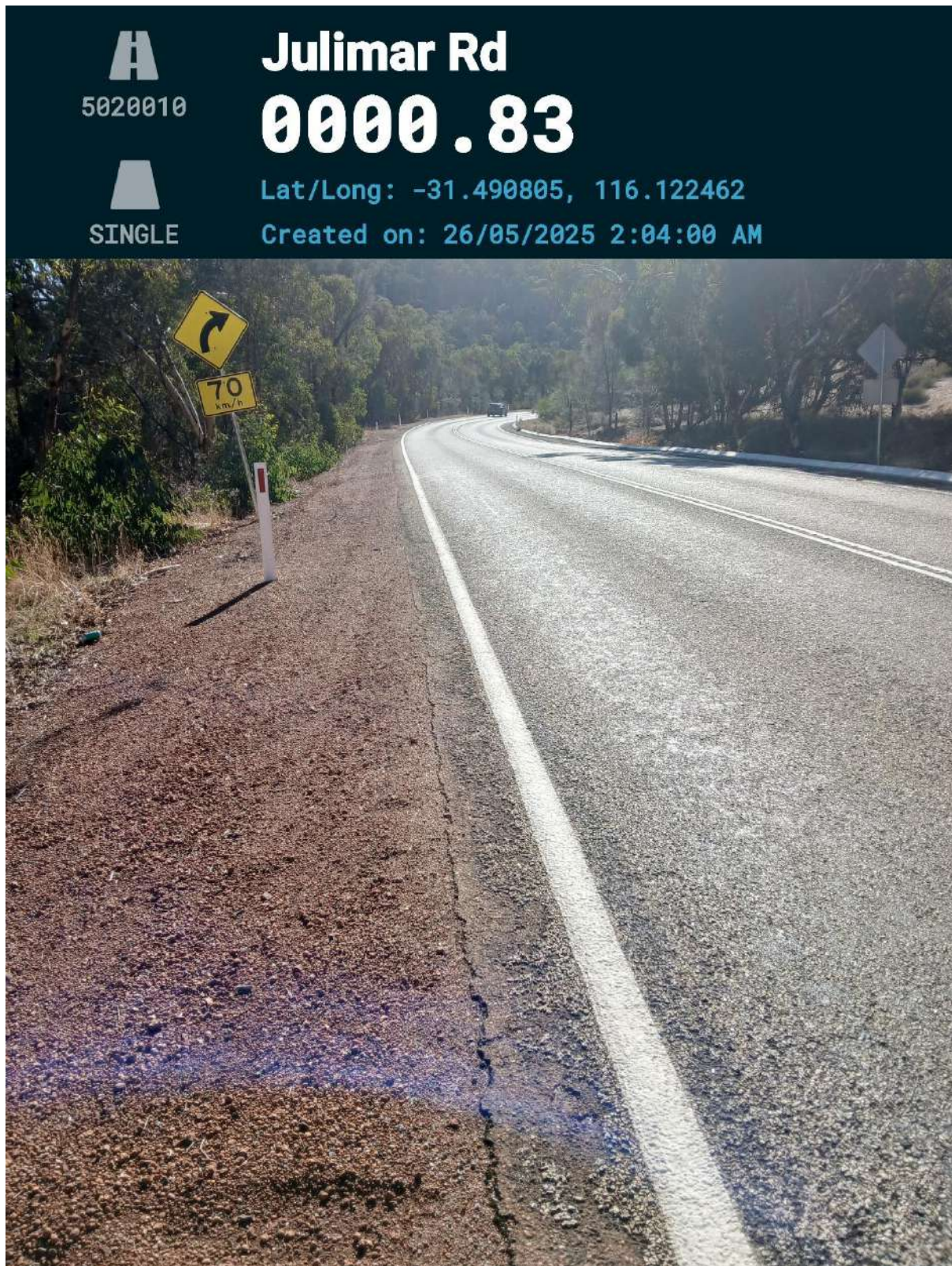
Filter time: 12:00 Monday, 18 December 2023 => 9:10 Monday, 29 January 2024 (41.8819)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Speed range: 10 - 160 km/h.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 100 metre
Name: Default Profile
Scheme: Vehicle classification (AustRoads94)
Units: Metric (metre, kilometre, m/s, km/h, kg, tonne)
In profile: Vehicles = 18379 / 18380 (99.99%)

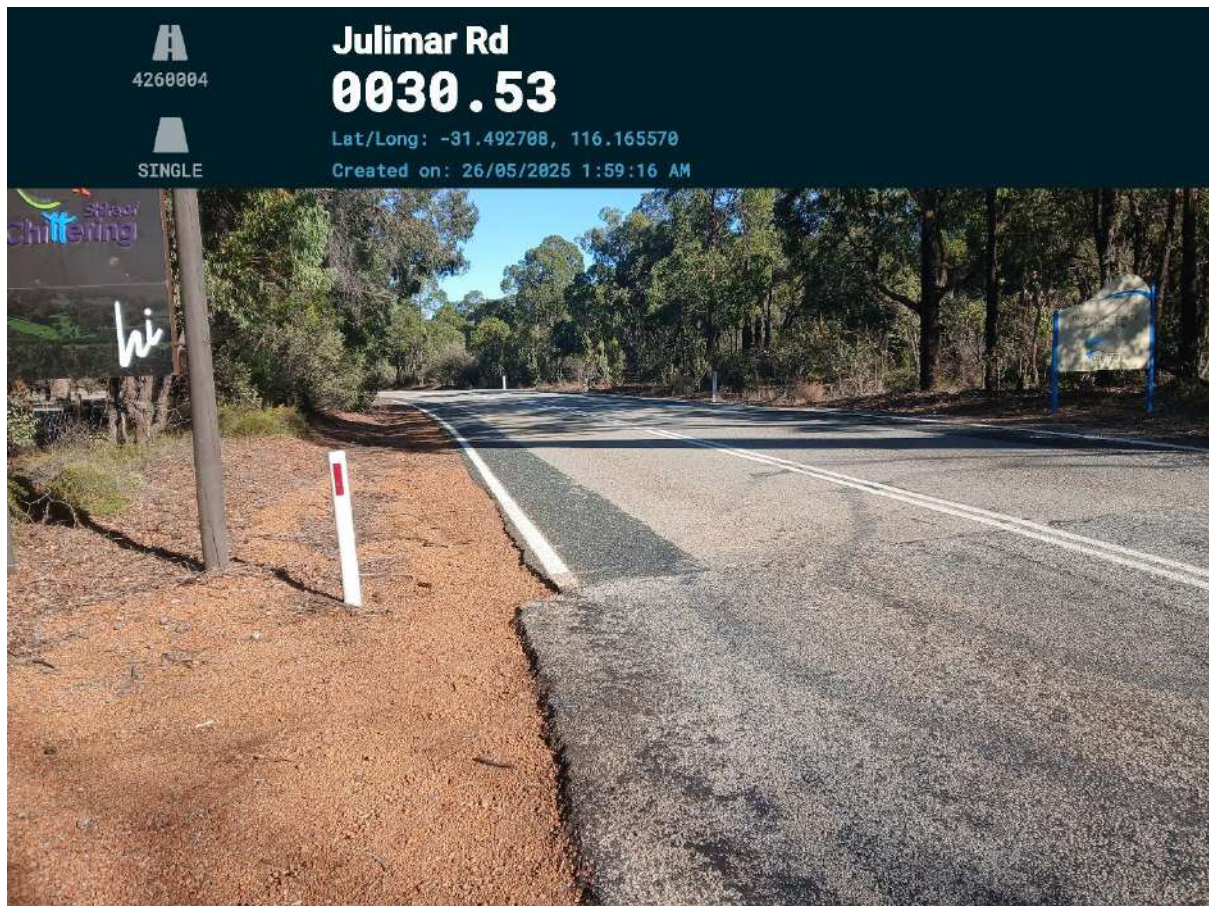
Class Speed Matrix

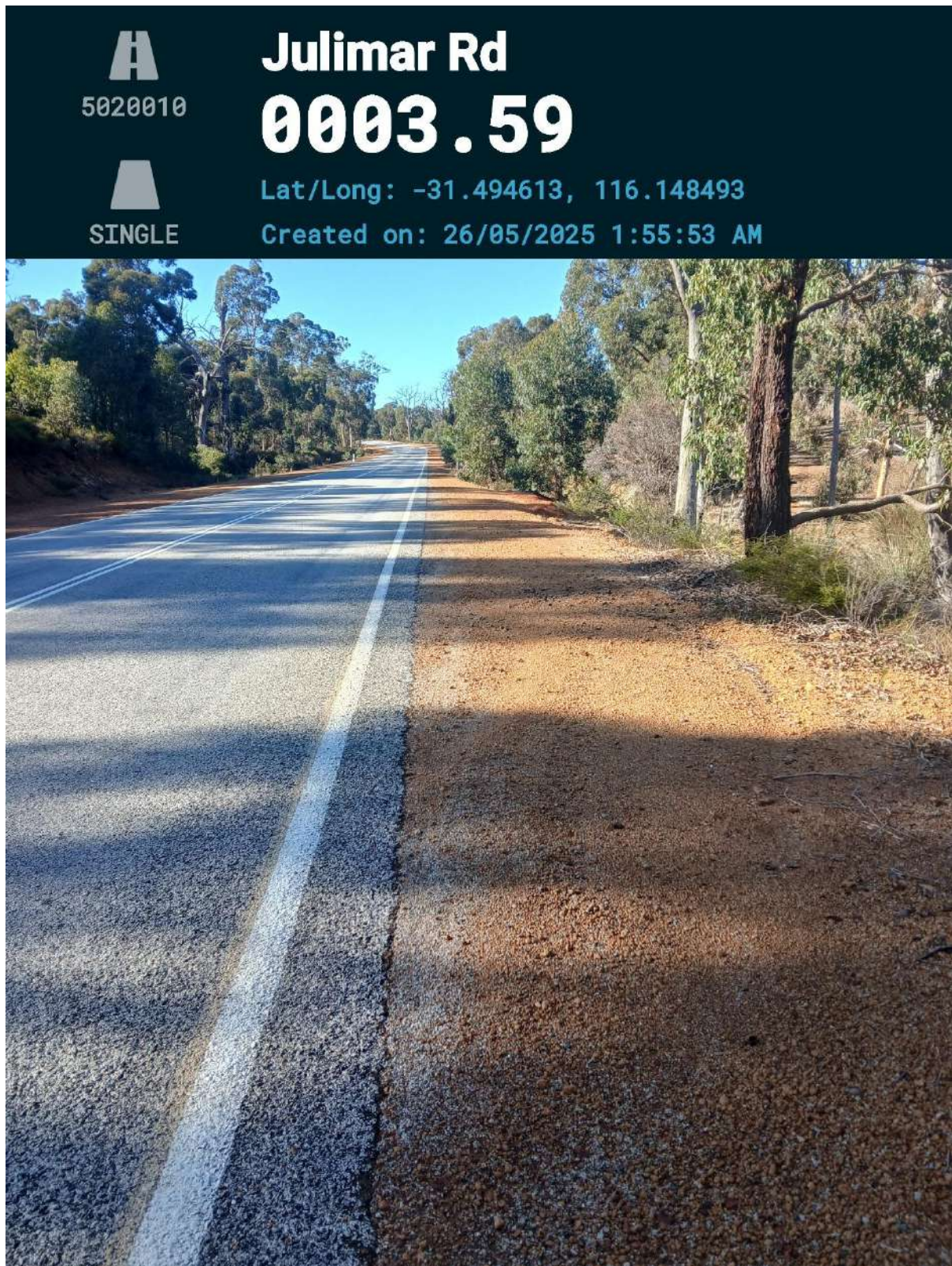
ClassMatrix-43

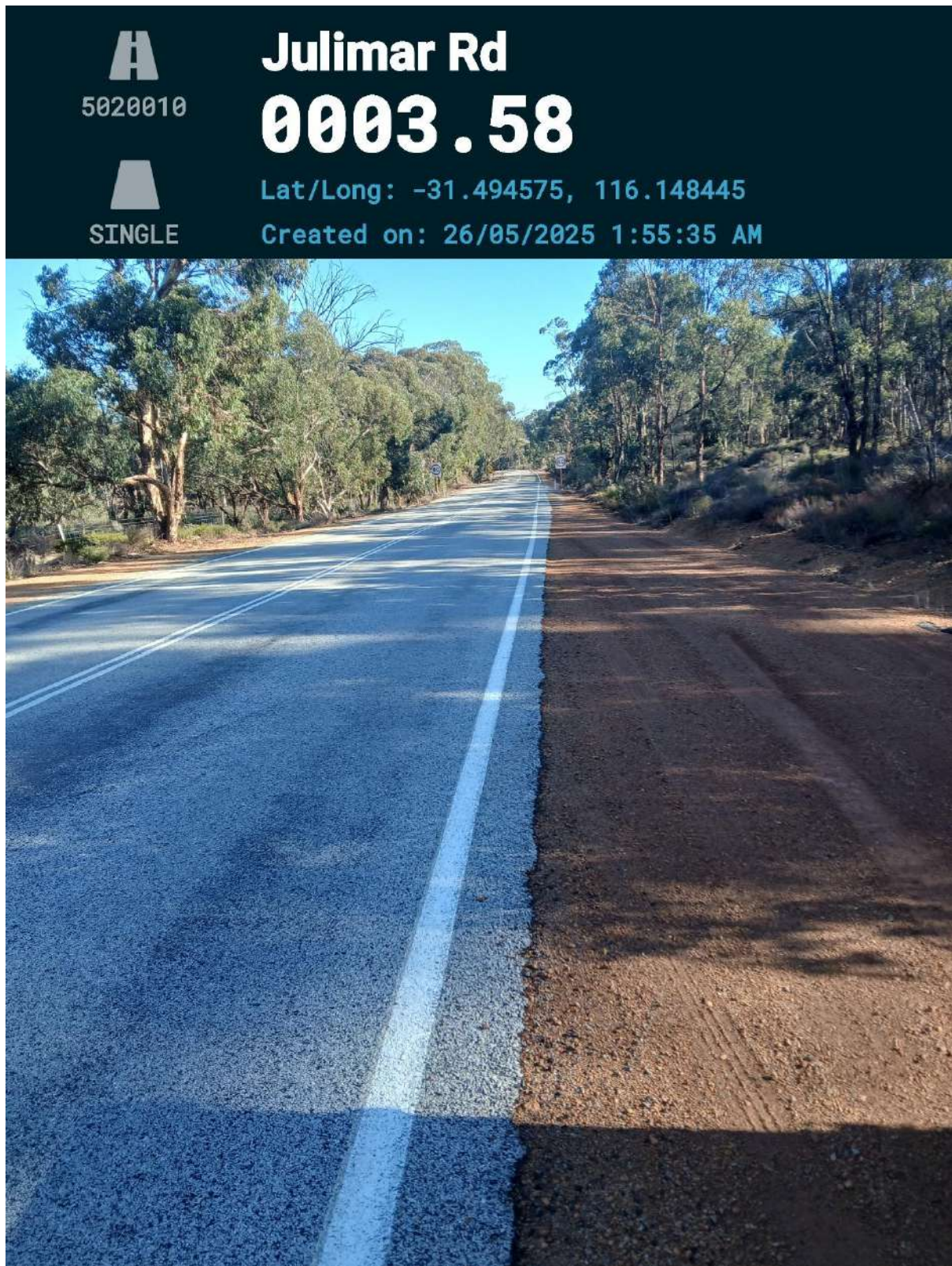
Site: Julimar Rd SLK 0.44.0.1EW
Description: 5020010 - Julimar Rd SLK 0.44
Filter time: 12:00 Monday, 18 December 2023 => 9:10 Monday, 29 January 2024
Scheme: Vehicle classification (AustRoads94)
Filter: Cls(1-12) Dir(NESW) Sp(10,160) Headway(>0) Span(0 - 100) Lane(0-16)

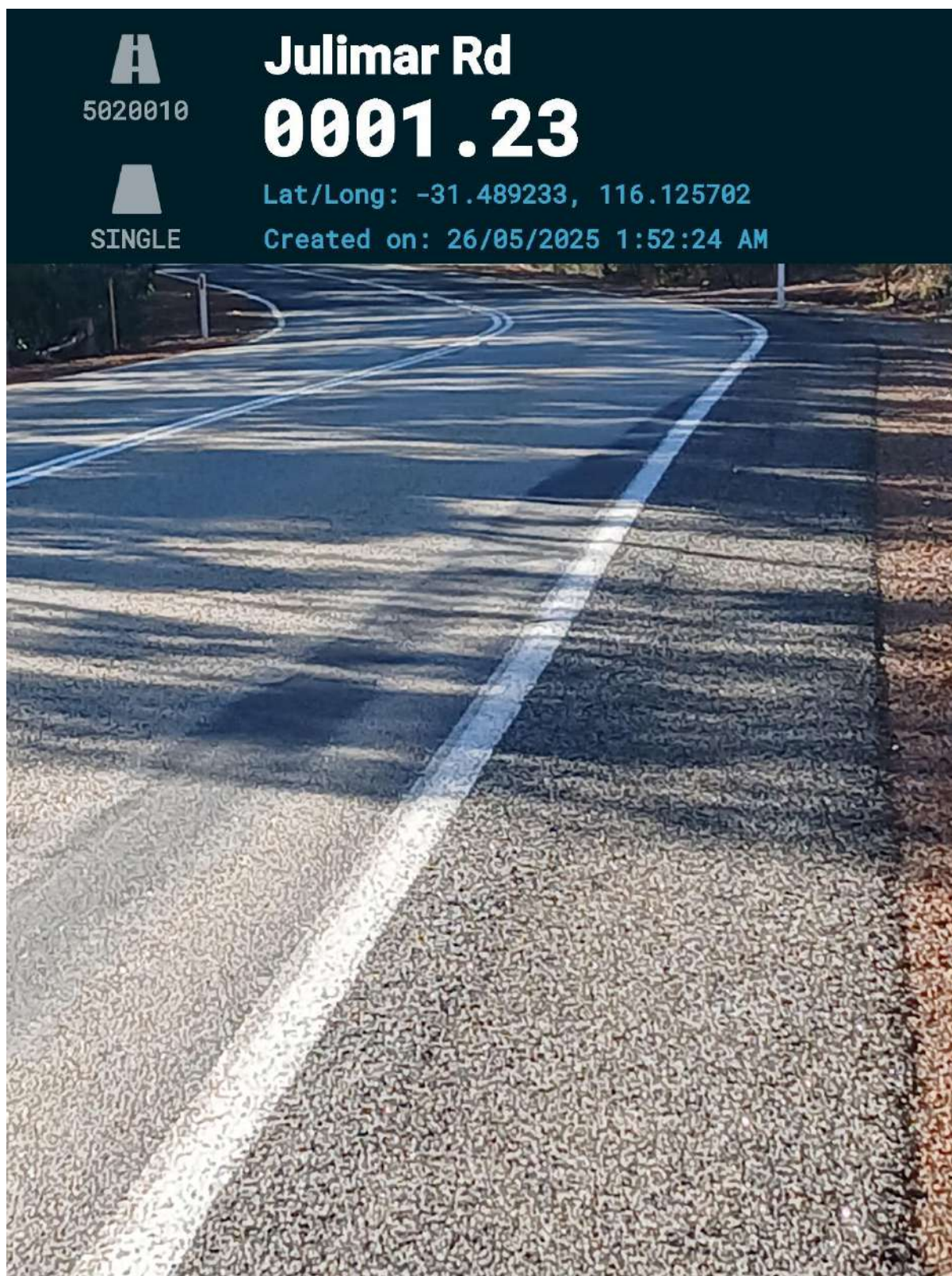
Class													
	SV	SVT	TB2	TB3	T4	ART3	ART4	ART5	ART6	BD	DRT	TRT	Total
km/h	1	2	3	4	5	6	7	8	9	10	11	12	
10- 20	9	.	1	1	.	.	.	.	.	.	.	.	11 0.1%
20- 30	49	3	5	1	.	.	.	.	1	1	.	.	60 0.3%
30- 40	83	25	19	8	4	1	3	3	25	3	.	.	174 0.9%
40- 50	402	102	54	46	12	4	3	7	31	10	.	.	671 3.7%
50- 60	2103	347	121	58	12	8	7	2	57	8	.	.	2723 14.8%
60- 70	7521	526	121	42	12	3	7	1	23	2	.	.	8258 44.9%
70- 80	5140	194	49	13	4	.	3	1	.	.	1	.	5405 29.4%
80- 90	901	20	2	.	2	.	.	.	.	.	.	.	925 5.0%
90-100	123	.	1	.	.	.	.	.	.	.	.	.	124 0.7%
100-110	20	.	.	.	.	.	.	.	.	.	.	.	20 0.1%
110-120	7	.	.	.	.	.	.	.	.	.	.	.	7 0.0%
120-130	.	.	.	.	.	.	.	.	.	.	.	.	0 0.0%
130-140	1	.	.	.	.	.	.	.	.	.	.	.	1 0.0%
140-150	.	.	.	.	.	.	.	.	.	.	.	.	0 0.0%
150-160	.	.	.	.	.	.	.	.	.	.	.	.	0 0.0%
Total	16359	1217	373	169	46	16	23	14	137	24	1	0	18379
	89.0%	6.6%	2.0%	0.9%	0.3%	0.1%	0.1%	0.1%	0.7%	0.1%	0.0%	0.0%	

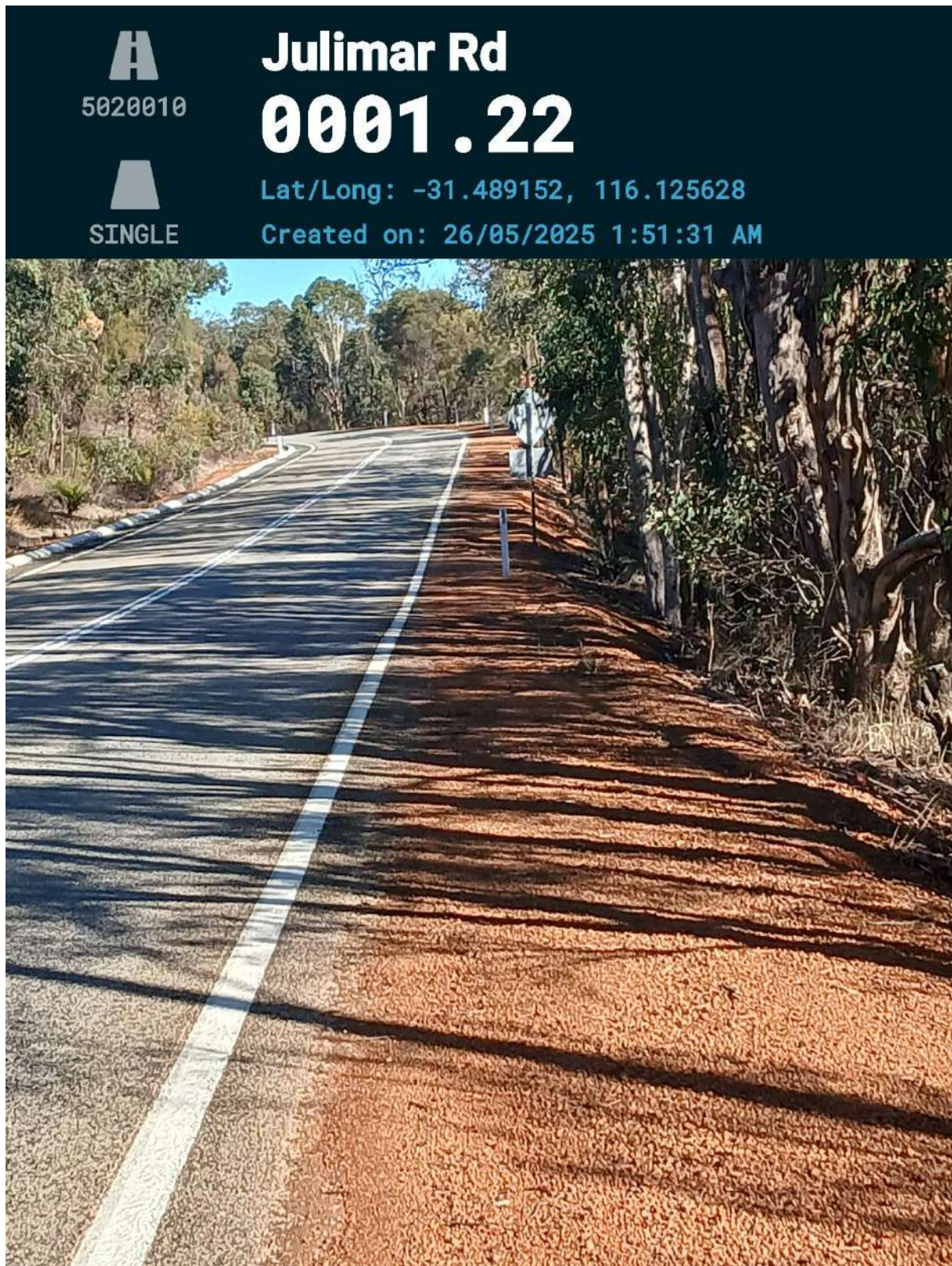












Shire of Chittering Typical Cross section

