



*The***Barossa***Council*

**Notice is hereby given that the next confidential meeting of Council
will be held on Tuesday 20 February 2024
in the Council Chambers, 43-51 Tanunda Road, Nuriootpa,
commencing at 5.30pm.**

Martin McCarthy
CHIEF EXECUTIVE OFFICER
THE BAROSSA COUNCIL

CONFIDENTIAL AGENDA

8. CONFIDENTIAL REPORTS

8.1 Office of the Mayor and CEO

- 8.1.1 Angas Recreation Park - Canopy Collapse - Legal and
Insurance Matters 2

COVER SHEET

CONFIDENTIAL REPORT

20 February 2024

Council Meeting

8.1 Office of the Mayor and CEO Confidential Report

8.1.1 ANGAS RECREATION PARK - CANOPY COLLAPSE - LEGAL AND INSURANCE MATTERS

There is strong public interest in enabling members of the public to observe Council's transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate public participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision-making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest are that there is a need to protect Council's legal and negotiating positions related to the claim for damages being pursued by Council.

On balance, the above reason which supports the need for confidentiality pursuant to Section 90(2) of the Act outweighs the factors in favour of the public interest of open decision-making.

RECOMMENDATION

That Council:

- (1) Under the provisions of Section 90(2) of the *Local Government Act 1999*, make an order that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director Corporate Services and Business Innovation, Director Development and Community Services, Director Infrastructure and Environmental Services and the Minute Secretary, in order to consider in confidence a report relating to being information that must be considered in confidence pursuant to:

Section 90(3)(b) of the *Local Government Act 1999*:

information the disclosure of which-

- (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and
 - (ii) would, on balance, be contrary to the public interest;
- (2) Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential in order that there is a need to protect Councils legal and negotiating positions related to the claim for damages being pursued by Council.

CONFIDENTIAL

OFFICE OF THE MAYOR AND CEO CONFIDENTIAL REPORT

DEBATE AGENDA – CONFIDENTIAL REPORT

8.1.1 ANGAS RECREATION PARK - CANOPY COLLAPSE - LEGAL AND INSURANCE MATTERS

**Author: Chief Executive Officer
24/23795**

PURPOSE

To provide Council the final proposed settlement for the Angas Recreation Park canopy collapse and seek approval to enter in the contract under seal.

RECOMMENDATION

- (1) That Council having reviewed the report and settlement Deed at Attachment 2 authorise the Mayor and Chief Executive Officer to execute the document under the common seal of Council.
- (2) Authorise the Chief Executive Officer to make any minor amendments prior to execution of the Deed on condition they are reviewed and supported by Councils' legal advisor in this matter.
- (3) Having considered this matter in confidence under Sections 90(2) and 90(3)(b) of the *Local Government Act 1999*, makes an order pursuant to Section 91(7), that the minutes, agenda report and attachments other than the minutes relating to this confidentiality order of the Confidential Council Meeting held on 20 February 2024 in relation to item 8.1.1 Angas Recreation Park - Canopy Collapse - Legal and Insurance Matters be kept confidential and not available for public inspection until not to be released and authorise the Chief Executive Officer to review and revoke the order.

REPORT

Council, at the 21 February 2023 meeting considered a report which is provided at Attachment 1 and details the matter and the relevant history. The resolution of Council at the meeting was:

MOVED Cr de Vries

That Council:

- (1) *Having reviewed the report, information, and letters, agree with the continued strategy to negotiate a settlement as follows:*
 - a. *Provide a further counteroffer as drafted and presented at Appendix 4.*
 - b. *That if (1)(a) is not successful accept any alternative offers not being less than \$173,808.*

- (2) Authorise the Chief Executive Officer to continue negotiating a settlement in accordance with resolution part (1).
- (3) If a settlement cannot be reached in accordance with resolution part (1) instruct the Chief Executive Officer to seek formal legal advice to bring a legal action to court to recover the amount incurred at its full value of \$242,477 for the further consideration and determination of Council.
- (4) Having considered this matter in confidence under Sections 90(2) and 90(3)(i) of the Local Government Act 1999, makes an order pursuant to Section 91(7), that the minutes, agenda report and attachments other than the minutes relating to this confidentiality order of the Confidential Council Meeting held on 21 February 2023 in relation to item 8.1.2 Angas Recreation Park - Canopy Collapse - Legal and Insurance Matters be kept confidential and not available for public inspection until not to be released and authorise the Chief Executive Officer to review and revoke the order.

SECONDED Cr Preece

CARRIED CO2022-26/112

The process of pursuing damages against the main engineering firm who provided service under a contract with Council for the design of the Canopy at the Angas Recreational Park has been lengthy. After over 18 months of engagement a settlement offer is now presented for information and approval.

The settlement offer is consistent with Councils resolution which was:

- (1) \$200,000; or if that was not accepted;
- (2) Anything no lower than \$173,808.

The settlement offer is \$180,000 which is slightly above the cash costs incurred to manage the clean-up, redesign and rebuild of the canopy, however, does exclude escalation costs between the time the costs to correct were incurred and the receipt of the funds this financial year.

Councils' legal advisor on this matter, James McEwen from Mellor Olsson has reviewed the final draft Deed presented at Attachment 2 and attested that it places Council at no changed risk and therefore in my view is an appropriate document to proceed with. His correspondence is also provided at Attachment 2.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

- | | |
|--------------|---|
| Attachment 1 | Confidential Report of 21 February 2023 ↓  |
| Attachment 2 | Deed of Settlement and Release ↓  |
| Attachment 3 | Legal Comment ↓  |

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan



Infrastructure

Goal

7. Community infrastructure planning is aligned to both current and the future needs of the community

Strategies

- 7.1. Build on sound asset management practices to deliver sustainable services to ensure that infrastructure is adequate to support the community.

Corporate Plan

- BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Advocacy Plan

Nil

Legislative Requirements

Nil

FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

Outlined in the past report as to the risk and financial management issues.

COMMUNITY ENGAGEMENT

Nil recommended or required.

Confidential Council Meeting

21 February 2023

COVER SHEET

CONFIDENTIAL REPORT

21 February 2023**Council Meeting****8.1 OFFICE OF THE MAYOR AND CEO CONFIDENTIAL REPORT****8.1.2 ANGAS RECREATION PARK - CANOPY COLLAPSE - LEGAL AND INSURANCE MATTERS**

The matter of the agenda item being information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council; pursuant to Section 90(3)(i) of the Local Government Act 1999 ("the Act") being information that must be considered in confidence.

There is strong public interest in enabling members of the public to observe Council's transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate public participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision-making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest are that there is a need to protect Council's legal position and option to pursue litigation.

On balance, the above reason which supports the need for confidentiality pursuant to Section 90(2) of the Act outweighs the factors in favour of the public interest of open decision-making.

Confidential Council Meeting

21 February 2023

RECOMMENDATION

That Council:

- (1) Under the provisions of Section 90(2) of the *Local Government Act 1999*, make an order that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director Corporate Services and Business Innovation, Director Development and Community Services, Director Infrastructure and Environmental Services, Enterprise Technology and Innovation Officer/s and the Minute Secretary, in order to consider in confidence a report relating to 8.1.2 Angas Recreation Park - Canopy Collapse - Legal and Insurance Matters being information that must be considered in confidence pursuant to:

Section 90(3)(i) of the *Local Government Act 1999*:

information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council; and

- (2) Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential in order that there is a need to protect Councils legal position and option to pursue litigation.

Confidential Council Meeting

21 February 2023

DEBATE REPORT**8.1 Office of the Mayor and CEO****8.1.2 ANGAS RECREATION PARK - CANOPY COLLAPSE - LEGAL AND INSURANCE MATTERS**

**Author: Chief Executive Officer
23/6908**

PURPOSE

To review the current and ongoing activity to recover funds associated with the Angas Recreation Park – Canopy Collapse and determine a minimum settlement value for the Chief Executive Officer to negotiate or in the alternative, seek to commence legal action to recover funds.

RECOMMENDATION

That Council:

- (1) Having reviewed the report, information, and letters, agree with the continued strategy to negotiate a settlement as follows:
 - a. Provide a further counteroffer as drafted and presented at Appendix 4.
 - b. That if (1)(a) is not successful accept any alternative offers not being less than \$173,808.
- (2) Authorise the Chief Executive Office to continue negotiating a settlement in accordance with resolution part (1).
- (3) If a settlement cannot be reached in accordance with resolution part (1) instruct the Chief Executive Officer to seek formal legal advice to bring a legal action to court to recover the amount incurred at its full value of \$242,477 for the further consideration and determination of Council.
- (4) Having considered this matter in confidence under Sections 90(2) and 90(3)(i) of the *Local Government Act 1999*, makes an order pursuant to Section 91(7), that the minutes, agenda report and attachments other than the minutes relating to this confidentiality order of the Confidential Council Meeting held on 21 February 2023 in relation to item 8.1.2 Angas Recreation Park - Canopy Collapse - Legal and Insurance Matters be kept confidential and not available for public inspection until not to be released and authorise the Chief Executive Officer to review and revoke the order.

REPORT**Background**

On 12 November 2021 as part of the Angas Recreation Park upgrade, the cantilever veranda / canopy construction collapsed.

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It is not the intent of this report to recount the actions and rectification undertaken from that point but rather assess the settlement of a claim or determine legal action scenarios.

Introduction

The incident resulted in no significant injuries. Safework SA has investigated, and we have provided the necessary support and information requested, it is not known what the investigation outcome is. An internal investigation was undertaken and lead by myself as a significant incident and closed out in early 2022. The site as a construction site was the responsibility of the builders, however it is sound practice to review our processes in such instances. The builders built the canopy to the specification and building rules approvals of the private certifier, Katnich Dodd.

The canopy collapsed in essence due to the sheering off of two bolts. Independent engineering assessment and internal assessment of the report ascertained, in Councils view, that it was a clear engineering calculation error of the consultant engineers CPR (Combe Pearson Reynolds Pty Ltd) Engineers. See [Attachment 1](#).

The prior Council agreed to rectify the build and pursue insurance and or a legal claim in due course as two separate actions to complete the Angas Recreation Park work and meet grant funding requirements.

I have been pursuing with support of relevant staff and now legal support for these matters now for 14 months with a view to reach a reasonable settlement for all without the extensive costs associated with litigation.

Council had building insurance on the site but for the following reasons I determined to put that claim on hold and devote our resources to a settlement solution:

- The insurance product is high complexity.
- In summary, as a lay person's interpretation, the insurance policy will only pay for the costs associated with the actual reinstatement costs associated with that arising at the point of collapse and rectification of that issue only.
- The policy is highly restrictive and after some 8 months of toing and froing with the loss adjustor the recovery amount was still not determined and only in the general order of \$36,266 at best, see [Attachment 5](#).
- Council still would have had to pursue independently the other losses.

The insurance product used was recommended by Local Government Risk Services, I have raised concerns about the product and in due course I will document our concerns with them formally.

Due to the position of the loss adjuster and the insurance company I made the decision to put the insurance claim on hold, noting it can be reinitiated if needed but this is not recommended. I determined the best way forward to maximise return and best utilisation of my time was to seek to recoup our reasonable losses directly from CPR Engineers.

I draw members attention to CPR Engineers solicitors' response of 24 December 2022 as to critical matters of causation:

Part paragraph numbered 8 – *"Our client does not propose to argue that it adequately discharged its contractual and tortious obligations..."*

Confidential Council Meeting

21 February 2023

Part paragraph number 12 - *"Had our client performed its contractual obligations, the design would have been compliant and the canopy would not have collapsed."*

CPR Engineers have been engaged through the process of rectification and understood some form of costs would be claimed, those discussion have been professional and engaging.

I engaged Mellor Ollson Lawyers to assist in the process of direct negotiation. Relevant correspondence is attached at [Attachment 2](#).

Discussion

The initial engagement with CPR Engineers took some time for a response and was received on 24 December 2022, shall I say a rather inconvenient time. Due to leave of myself over Christmas and New Years and legal support it was not until late January we could meet and discuss the next steps.

CPR Engineers response, in my view is indicative of a desire to resolve through negotiation and reflective of the cause of the matter. The response is attached at [Attachment 3](#). They have offered \$130,000 siting a raft of mitigation, other responsibilities of the builder and private certifiers and the like.

I had briefly invested time considering action against or negotiation with the private certifiers, but on advice the right party to negotiate with at present is CRP Engineers. This is reasonably supported by our legal support, see [Attachment 4](#), in which it is suggested a further counteroffer of \$200,000. It also reinforces the viewpoint that the strategy direction employed is the best at the time of my determination in that it refutes most of the arguments put forward by CPR Engineers solicitor.

The costs to rebuild the structure are as follows:

Direct Costs – Contractor	\$173,256
Internal Costs – Salaries	\$18,569
Investigation and Redesign Costs	\$50,539
Other / Miscellaneous	\$113
<u>Total</u>	<u>\$242,477</u>

The matter now before us is what is the minimum Council will take before investing in formal legal action. Any legal action could be expensive and take some time. With inflation also running high and every day the cash is not in our bank account we are going backwards in its buying power.

All salary costs can be discounted as it was not an incremental cost, it did mean resources had to be devoted to the rebuild but they were absorbed.

That would take the cash value down to \$223,808.

Conservatively any legal case would incur a cost at least in the order of \$50,000+, recoverable to the extent under taxation rules of the court if Council wins the case. If we remove that risk from the above value, it brings it to \$173,808. Noting the risk is we may not win and a complete assessment of the legal case at this time has not been undertaken through the strategy to negotiate this out.

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The time value of money impact is already, over 14 months, in the order of \$19,400 (8% annual inflation applied).

The other alternative is to accept the offer of \$130,000 and close the matter off.

It is my view that the strategy of negotiation be continued a little longer with the following actions to be pursued:

- (1) Endorse the proposed counteroffer of \$200,000.
- (2) If that is unsuccessful consider further negotiation to a minimum level of \$173,808.
- (3) If that is unsuccessful seek formal legal advice for assessment of a legal action and bring that back to Council for further instruction.

Summary and Conclusion

The time for final determination is now needed and direction from Council require to pursue the suggested strategy.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

- Attachment 1 Independent Engineering Report [↓](#) 
- Attachment 2 Initial Correspondence Exchange [↓](#) 
- Attachment 3 CPR Engineers Offer and Correspondence of 24 December 2022 [↓](#) 
- Attachment 4 Draft Counteroffer and General Repudiation of CPR Engineers Mitigation and Discounting Arguments [↓](#) 
- Attachment 5 Loss Adjustor Estimates 2 August 2022 [↓](#) 

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan



Infrastructure

Goal

7. Community infrastructure planning is aligned to both current and the future needs of the community

Strategies

- 7.1. Build on sound asset management practices to deliver sustainable services to ensure that infrastructure is adequate to support the community.
- 7.2. Ensure both current and future infrastructure needs are met in a proactive rather than reactive way.

Legislative Requirements

Nil

FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

Outlined in the report.

Confidential Council Meeting

21 February 2023

Legal support to date has been minimal and is within budget allocations at present, the amount being \$2,969.40. Recent work not billed is estimated at a further \$1,500.

COMMUNITY ENGAGEMENT

Nil recommended or required.

CONFIDENTIAL

SCHMIDT
BENTLEY
ENGINEERING
CONSULTING



STRUCTURAL ASSESSMENT

Project: Angaston Recreation Park

Address: 13-21 Washington St, Angaston

Job No: SBEC 2111-29

Revision: B

By: CS

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Title:	Angaston Recreation Park	 SCHMIDT BENTLEY ENGINEERING CONSULTING
Job #:	SBEC 2111-29	
Page:	i)	
Designer:	CS	
Date:	25/11/2021	

STRUCTURAL ASSESSMENT

Project:	Angaston Recreation Park
Address:	13-21 Washington St, Angaston
Job No:	SBEC 2111-29
Revision:	A

APPROVAL REGISTER

Revision	Date	Issue	Engineer	Checked
A	13/11/2021	For Information	CS	SB
B	25/11/2021	For Information	CS	SB

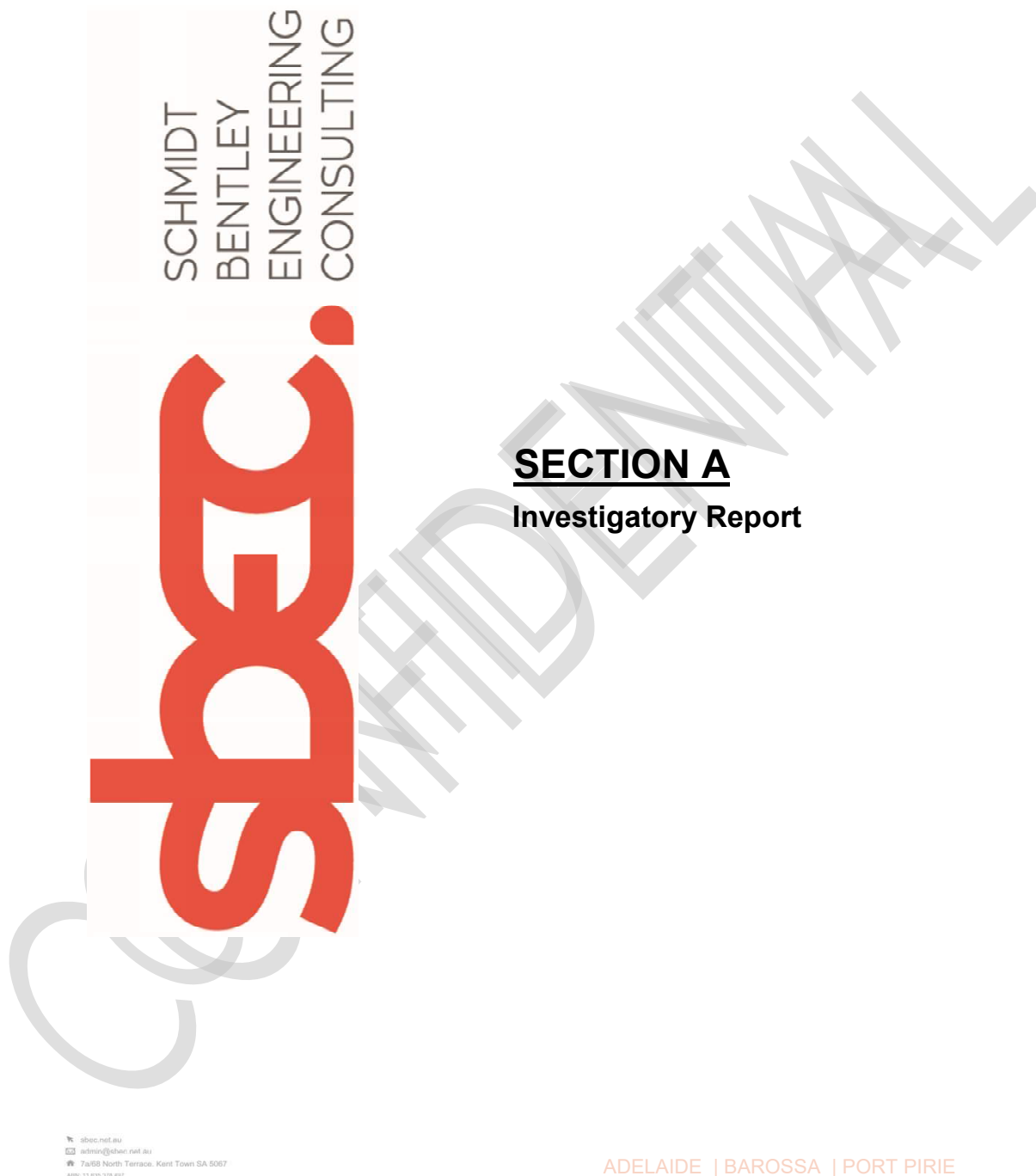
Design Information:
SBEC have been engaged to undertake a structural review of the cantilevered steel framed awning, specifically investigating the cause of failure, reported on the morning of 12/11/21.

Reference Documents

- a. AS/NZS 1170.0 - Structural design actions - General principles
- b. AS/NZS 1170.1 - Structural design actions - Permanent, imposed and other actions
- c. AS/NZS 1170.2 - Structural design actions - Wind actions
- d. AS/NZS 1170.4 - Structural design actions - Earthquake actions
- e. AS3600 - Concrete structures
- f. AS4100 - Steel structures
- g. AS4600 - Cold-formed steel structures
- h. Australian Steel Institute - Connections

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Limitations and Liability.....

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1 Instruction

- 1.1 As requested by Ms. Joanne Thomas of Barossa Council, we understand our scope to be to undertake a third-party structural assessment of the damaged canopy at Angaston Football Club.
- 1.2 An inspection was undertaken on the 12th November, 2021 by Mr. Christopher Schmidt of *Schmidt Bentley Engineering Consultancy (SBEC)*. Ms. Joanne Thomas of Barossa Council and Mr. Matthew Bishop of Bishop Building provided safe access to the site.
- 1.3 SBEC have not inspected nor reviewed any other part of the clubroom structure.

2 Introduction

- 2.1 The following relevant and assumed information was provided to us by the client and/or owner at the time of our inspection:
 - 2.1.1 The structural steel framed cantilevered structure is understood to have collapsed on the morning of the 12th November, 2021.
 - 2.1.2 The structure was understood to have failed while contractors were fixing roof sheeting to the purlins.
 - 2.1.3 The structure is located at Angaston Football Club, South Australia.

3 Observations/Structural Review

- 3.1 The observations that were made at the time of our inspection can be found in this section of the Report. Corresponding photographs can be found in Section B of this package.
- 3.2 The observations made on site are not intended to be a full list of building defects. These observations are purely those observed from a safe position on the date of inspection.
- 3.3 The structural steel framed cantilevered canopy is located on the Eastern Side of the changeroom structure. Refer Photograph 1.
- 3.4 The first three column/rafters from the most Southern end have collapsed. The four most Northern columns/rafters remain standing. Refer Photograph 2.
- 3.5 Roof purlins have typically failed throughout due to the primary structure failing. Refer Photograph 3.
- 3.6 The primary columns (310UC118) and tapered rafters (610UB101) do not appear to have failed. Refer Photograph 4.
- 3.7 The connection of the cantilevered rafter to column does not appear to have failed. Refer Photograph 5.
- 3.8 The hold down bolts have failed in tension. Refer Photograph 6 & 7.
- 3.9 The column base plate and gussets do not appear to have yielded, although could not entirely be seen. No protection to the column/base plate against corrosion. Refer Photograph 8.
- 3.10 The steel framed cantilevered structure located three in from the Southern end appeared to have an alternate base plate/bolt configuration than that of its adjacent columns that have failed. Concrete failure/crushing to hob/footing upstand. Refer Photograph 9.



4 Structural Design Review.

- 4.1 A design review of the steel framed cantilevered structure has been completed. Section C contains supporting calculations. Section D contains reference drawings for structural locations and detailing.
 - 4.1.1 The member capacity of the cantilevered steel framed columns (310UC118) and rafters (tapered 610UB101), Gridlines A to G (Section D) are generally structurally adequate.
 - 4.1.2 The steel framed purlins (150x50x6.0 RHS & 150x50x4.0 RHS) are generally structurally adequate.
 - 4.1.3 The reinforced concrete footings (BP1 to BP3) are generally structurally adequate. BP2 along Gridline C is only deemed structurally acceptable due to being poured integral with the raft foundation.
 - 4.1.4 The connection of the tapered rafter to the steel column appears to be overstressed to withstand the applied loading as per AS1170 (series), or minimum design actions for a rigid connection as per AS4100, Clause 9.1.4. The 16mm end plate appears to fail under ultimate design actions. The detailing (bolts inside the flanges, bolt gauges, welds) of the connection is also *non-standard* for a structure of this size.
 - 4.1.5 The column base plate design (16mm base plate, 4M16 4.6/s Hold Down Bolts) are **structurally inadequate** to withstand the applied loading as per AS1170 (series), and minimum design actions for a rigid connection as per AS4100, Clause 9.1.4. Column base plate connections located along Gridline A & B differ from those located from Gridlines C to G. Calculations have only been reviewed for column base plate connections detailed along Gridline A & B. These connections have more capacity than detailed elsewhere, however as noted, still fail.

5 Conclusion

- 5.1 Failure to the structure was specifically caused by failure of hold-down bolts (all columns). The two bolts located on the Western face of the column clearly failed in tension, evident on site and confirmed following the Structural Design Review.
- 5.2 The column base plates (throughout) are not structurally adequate to withstand the required loading, or minimum design actions as per AS4100, Clause 9.1.4.
- 5.3 The rafter to column connection appears to be overstressed.
- 5.4 The purlins & associated damaged cleats require replacement.
- 5.5 The structural steel cantilevered rafters and columns generally *appear* adequate for re-use. Further investigatory work should be undertaken following safe demolition of the structure.
- 5.6 The bored pier foundations typically appear adequate for the applied loads. Footings should be reviewed for signs of overstress following removal of pavers.
- 5.7 The construction of the canopy structure generally appeared to be progressing in accordance with the structural documentation, email correspondence & provided shop drawings.

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6 Limitations and Liability

- 6.1 The inspection was carried out the on the dates mentioned above. The inspection was limited to a visual based, non-intrusive inspection. It is emphasised that this report is limited to a visual assessment only.
- 6.2 The report has been undertaken by *Schmidt Bentley Engineering Consulting* for Barossa Council care-of Ms. Joanne Thomas. No responsibility for loss of damage or otherwise is accepted.

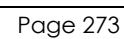
Yours faithfully,

SCHMIDT BENTLEY ENGINEERING CONSULTING

A handwritten signature in black ink, appearing to read 'Chris', is written over a horizontal line.

CHRISTOPHER SCHMIDT
Managing Director | Senior Engineer
BEng (hons), MIEAust, CPEng, NER RBPV RPEQ

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Photograph 1: The structural steel framed cantilevered canopy is located on the Eastern Side of the existing changerooms.



Photograph 2: The first three column/rafters from the most Southern end have collapsed. The four most Northern columns/rafters remain standing.

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Photograph 3: Roof purlins have typically failed throughout due to the primary structure failing.



Photograph 4: The primary columns (310UC118) and tapered rafters (610UB101) do not appear to have failed.

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Photograph 5: The connection of the cantilevered rafter to column does not appear to have failed.



Photograph 6: The hold-down bolts have failed in tension.

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Photograph 7: The hold-down bolts have failed in tension.



Photograph 8: The column base plate and gussets do not appear to have yielded. No evidence of waterproofing/protection to the column/base plate against corrosion.

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Photograph 9: The steel framed cantilevered structure located three in from the Southern end appeared to have an alternate base plate/bolt configuration than that of its adjacent columns that failed. Concrete failure to hob/footing upstand.



SECTION C

Structural Calculations

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APR 11 09:37:57

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AS/NZS 1170.2:2011

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4.2.2 Determination of terrain/height multiplier ($M_{z,cat}$)

The variation with height (z) of the effect of terrain roughness on wind speed (terrain and structure height multiplier, $M_{z,cat}$) shall be taken from the values for fully developed profiles given in Table 4.1. For intermediate values of height and terrain category, use linear interpolation.

TABLE 4.1

**TERRAIN/HEIGHT MULTIPLIERS FOR GUST WIND SPEEDS
IN FULLY DEVELOPED TERRAINS—ALL REGIONS**

Height (z) m	Terrain/height multiplier ($M_{z,cat}$)			
	Terrain category 1	Terrain category 2	Terrain category 3	Terrain category 4
≤3	0.99	0.91	0.83	0.75
5	1.05	0.91	0.83	0.75
10	1.12	1.00	0.83	0.75
15	1.16	1.05	0.89	0.75
20	1.19	1.08	0.94	0.75
30	1.22	1.12	1.00	0.80
40	1.24	1.16	1.04	0.85
50	1.25	1.18	1.07	0.90
75	1.27	1.22	1.12	0.98
100	1.29	1.24	1.16	1.03
150	1.31	1.27	1.21	1.11
200	1.32	1.29	1.24	1.16

NOTE: For intermediate values of height z and terrain category, use linear interpolation.

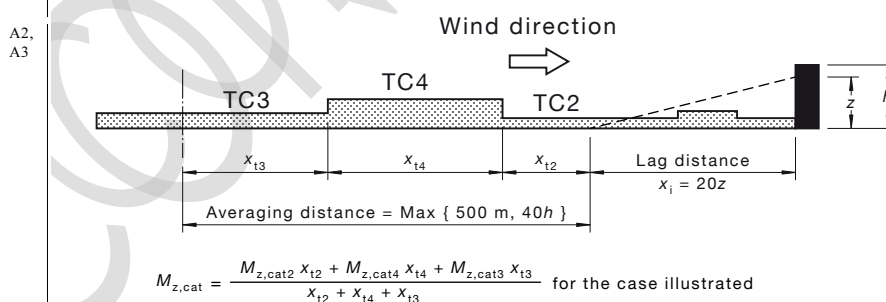
4.2.3 Averaging of terrain categories and terrain-height multipliers

When the upwind terrain varies for any wind direction, an averaging of terrain categories and terrain-height multipliers shall be adopted. The terrain-height multiplier, $M_{z,cat}$, shall be taken as a weighted average over an averaging distance, x_a , depending on the average height of the structure, h .

The averaging distance, x_a , shall be the larger of 500 m or $40h$, where h is the average structure height.

Terrain shall be assessed after ignoring the terrain immediately upwind for a 'lag distance', x_l , where x_l is taken as $20z$.

An example of this averaging procedure is given in Figure 4.1.



NOTE: The terrain within the lag distance, x_l , is ignored when averaging terrain-height multipliers.

FIGURE 4.1 EXAMPLE OF AVERAGING OF TERRAIN-HEIGHT MULTIPLIERS

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D3.2 Aerodynamic shape factor for frictional drag and drag on exposed members for free roofs

The aerodynamic shape factor (C_{fig}) for calculating frictional drag on free roofs of monoslope, pitched or troughed configuration shall be equal to C_f calculated as given in Table D3. For free roofs, the frictional drag on both upper and lower surfaces shall be calculated and added to the drag on any exposed members calculated in accordance with Appendix E (see Clause 2.5).

Calculation of frictional drag pressure is not required for wind directions of 0° or 180° , as shown in Figures D2, D3 and D4, for free roofs with pitches of 10° or more.

D4 ATTACHED CANOPIES, AWNINGS AND CARPORTS (ROOFS)

D4.1 Aerodynamic shape factor for net pressure on attached canopies

The aerodynamic shape factor (C_{fig}) for calculating net pressures normal to the roof on canopies, awnings or carports adjacent to enclosed buildings and with a roof slope of 10° or less shall be calculated as follows:

$$C_{fig} = C_{p,n} K_a K_\ell \quad \dots D4$$

where

$C_{p,n}$ = net pressure coefficient acting normal to the surface, as given in Tables D8 and D9

K_a = area reduction factor, as given in Paragraph D1.2

K_ℓ = local pressure factor, as given in Paragraph D1.3

NOTES:

- 1 The values given for $C_{p,n}$ assume that any goods and materials stored under the canopy do not represent more than a 75% blockage.
- 2 The factor K_p does not appear in this equation as it is taken as 1.0.

Where indicated, attached canopies, awnings or carports shall be designed for both downward (positive) and upward (negative) net wind pressures.

For wind directions normal to the attached wall ($\theta = 0$ degrees) for canopies and awnings, $C_{p,n}$ shall be taken from Tables D8 or D9 with reference to Figure D6. All pressure coefficients shall be used with the value of wind speed applying at average roof height (h) and h_c is the average height of the canopy above ground.

For wind directions parallel to the wall of the attached building ($\theta = 90^\circ$ or 270°), the canopy or awning shall be considered as a free roof and the net pressure coefficients ($C_{p,n}$) shall be obtained in accordance with Table D4(A) or D4(B) or, where the canopy is partially enclosed, from Table D9.

AS/NZS 1170.2:2011

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$h_c = 3.7$
 $h = 5.5$
 $w_c = 6.1\text{m (grid B)}$
 $h_c/h = 0.67$

TABLE D8
NET PRESSURE COEFFICIENTS ($C_{p,n}$) FOR CANOPIES AND AWNINGS
ATTACHED TO BUILDINGS FOR $\theta = 0^\circ$ (see Figure D6(a))

Design case	h_c/h (see Note 1)	Net pressure coefficients ($C_{p,n}$)
$h_c/h < 0.5$	0.1	1.2, -0.2
	0.2	0.7, -0.2
	0.5	0.4, -0.2
$h_c/h \geq 0.5$	0.5	0.5, -0.3
	0.75	0.4, [-0.3 - 0.2(h_c/w_c)] or -1.5 (see Note 2)
	1.0	0.2, [-0.3 - 0.6(h_c/w_c)] or -1.5 (see Note 2)

NOTES:

- 1 For intermediate values of h_c/h , linear interpolation shall be used.
2 Whichever is the lower magnitude.

= -0.42

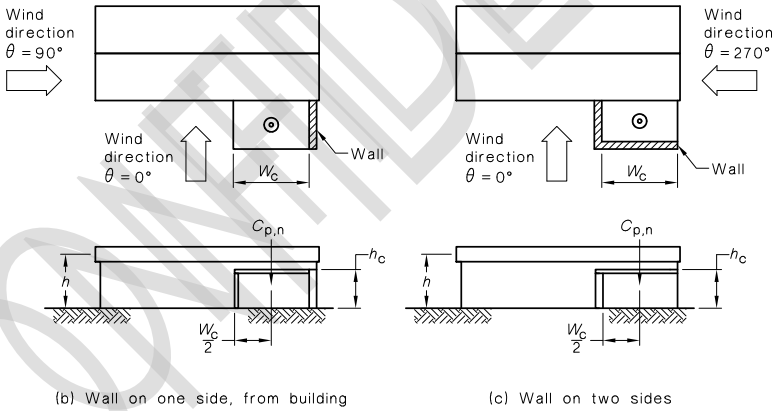
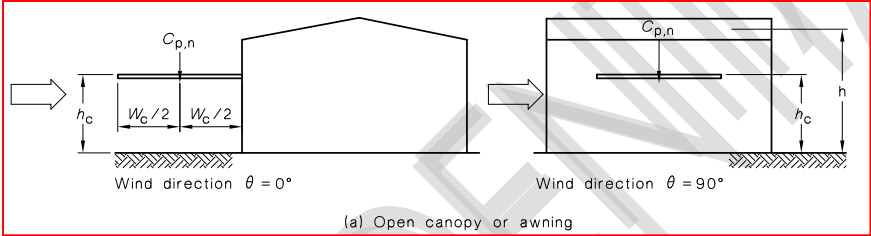


FIGURE D6 NET PRESSURE COEFFICIENTS ($C_{p,n}$) FOR CANOPIES, AWNINGS AND CARPORTS ATTACHED TO BUILDINGS

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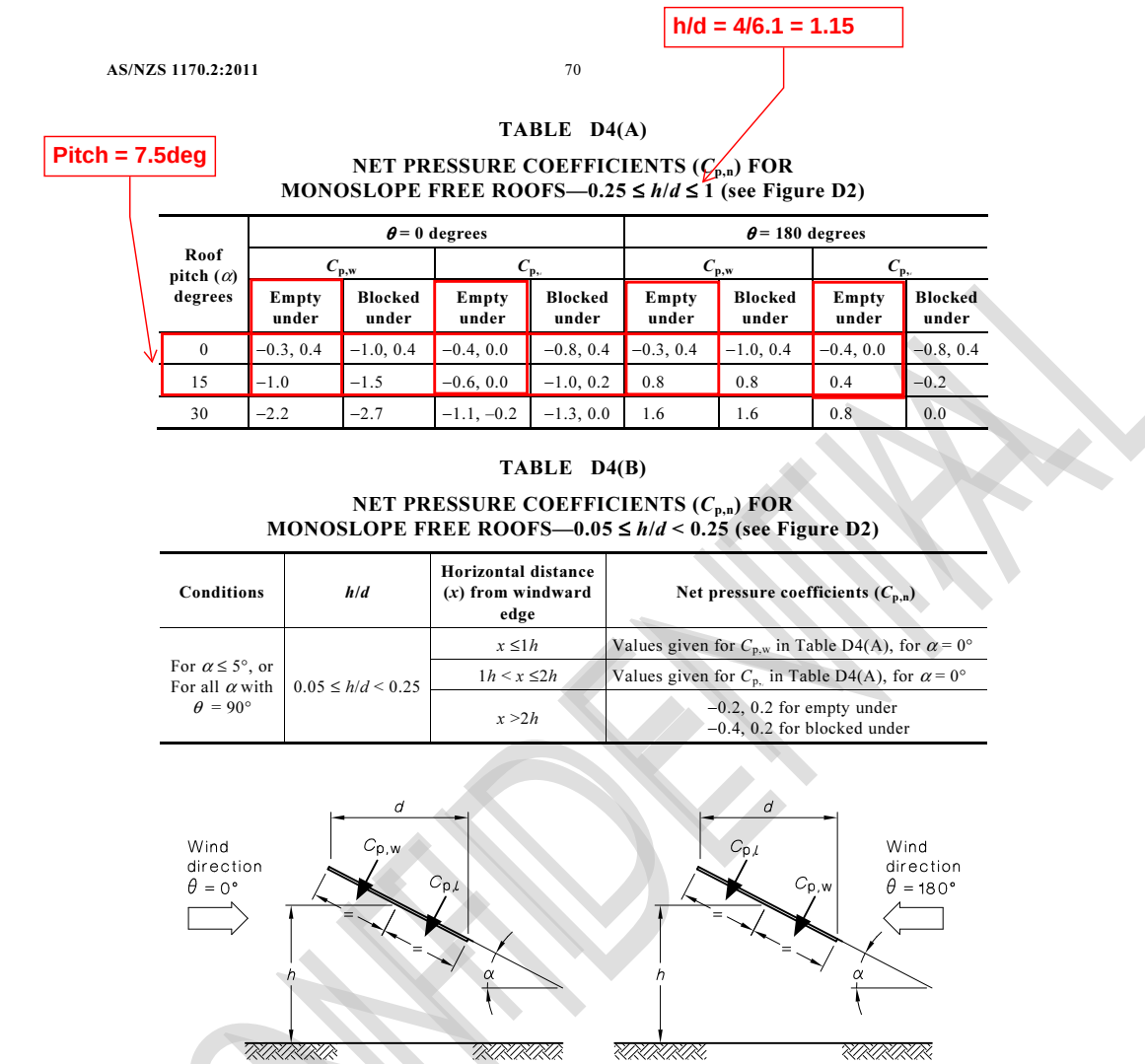


FIGURE D2 MONOSLOPE FREE ROOFS

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**NOT CONSIDERED
A STREET AWNING**

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AS/NZS 1170.1:2002

TABLE 3.2
REFERENCE VALUES OF ROOF ACTIONS

Type of activity/occupancy for part of the building or structure	Specific uses	Uniformly distributed actions kPa	Concentrated actions kN
R1 Street awnings (including cladding)	Accessible from adjacent windows, roofs or balconies	1.5	1.8
	Accessible only from ground level	1.0	1.8
A2 R2 Other roofs	(i) Structural elements	(1.8/A + 0.12) but not less than 0.25 (see Notes 1, 2 and 3)	1.4 (see Note 3)
	(ii) Cladding providing direct support	As for structural elements	1.1
	(iii) Surfaces over which boards or ladders are required to be laid	—	0.5

NOTES:

- Structural elements supporting more than 200 m² of roof area shall be designed to support 0.25 kPa on the 200 m² of the supported area that gives the worst effect.
- A = the plan projection of the surface area of roof supported by the member under analysis, in square metres.
- For structural elements in roofs of houses, the uniform distributed actions shall be 0.25 kPa and the concentrated actions shall be 1.1 kN.

3.5.2 Roof trusses, ceilings, skylights and similar structures

Where the bottom chords of roof trusses, joists and hangers for ceilings, ribs of skylights, frames and coverings of ceiling access hatches and any similar structure are required to support the force imposed by a person for any purpose, they shall be designed to support a 1.4 kN concentrated load.

Where the structural element is not required to support a person before the cladding is in place, and there is headroom of less than 1.2 m after installation of the cladding, the concentrated action may be reduced to 0.9 kN.

NOTE: This Standard no longer includes the 4.5 kN occasional load on exposed trusses and beams (for industrial, commercial and farm buildings) that was required in AS 1170.1—1989. If provision for such loads is required, the loads should be given in the specification for the building.

3.6 BARRIERS

Barriers, including parapets, balustrades and railings, together with members and connections that provide structural support, shall be designed to sustain the imposed actions given in Table 3.3. The top edge or handrail shall also be designed for the case where a concentrated load of 0.6 kN, positioned for the worst effect, acts inward, outward or downward.

The uniformly distributed line load and the uniformly distributed and concentrated loads applicable to the infill are not additive. They shall be considered as three separate load cases.

Actions due to wind or earthquake need not be assumed to act concurrently with the loads given in Table 3.3.

NOTE: For design of barriers for wind effects, information is given in AS/NZS 1170.2.

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Wind Loading:

theta = 0deg:

Cpn = +0.45, -0.36

theta = 90deg:

Cpn = -0.65, +0.6 (empty under)

No directional or topographic factors allowed for

Basic Pressure: Pu = 0.84kPa

Governing Cases:

Wup = $0.84 \times -0.65 = -0.55\text{kPa}$
Wdn = $0.84 \times +0.60 = 0.50\text{kPa}$

Purlin spacing varies - refer Spacegass Model

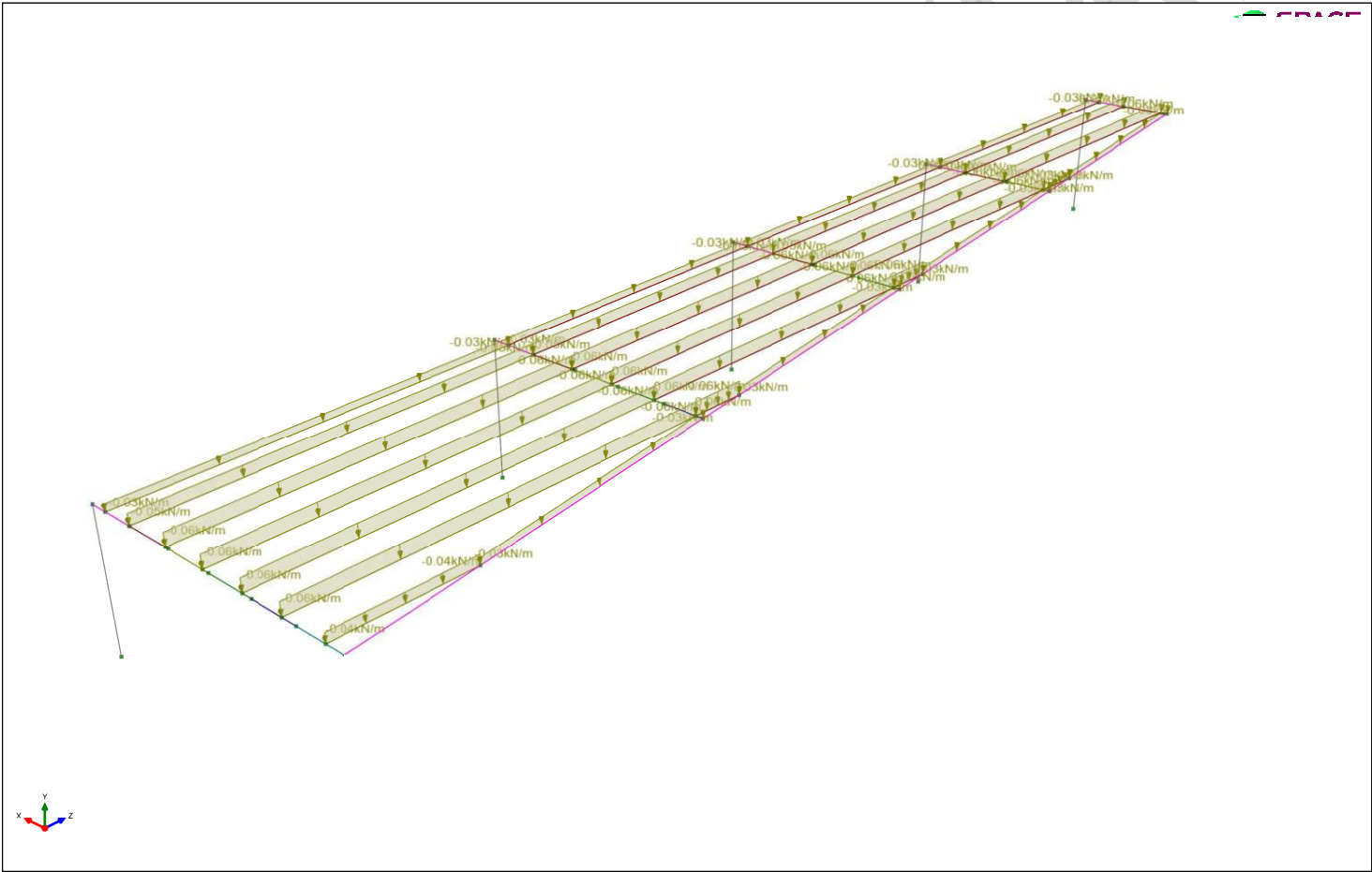
Dead & Live Load:

Dead load = 0.05kPa (sheeting only)

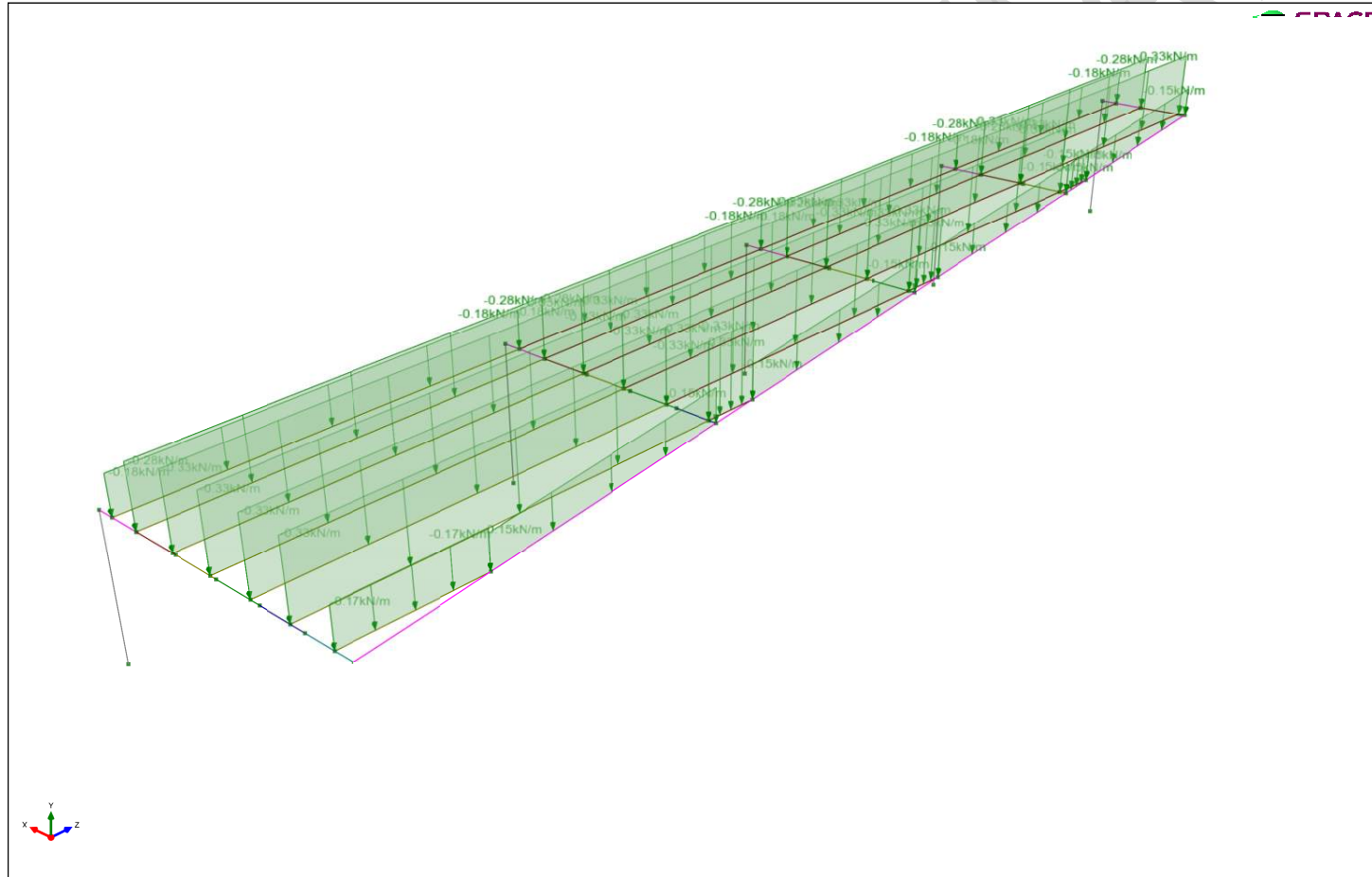
Live load = 0.25kPa or $1.8/A + 0.12 = 1.8/(9.4 \times 1.2) + 0.12 = 0.28\text{kPa}$

And point load = 1.4kN

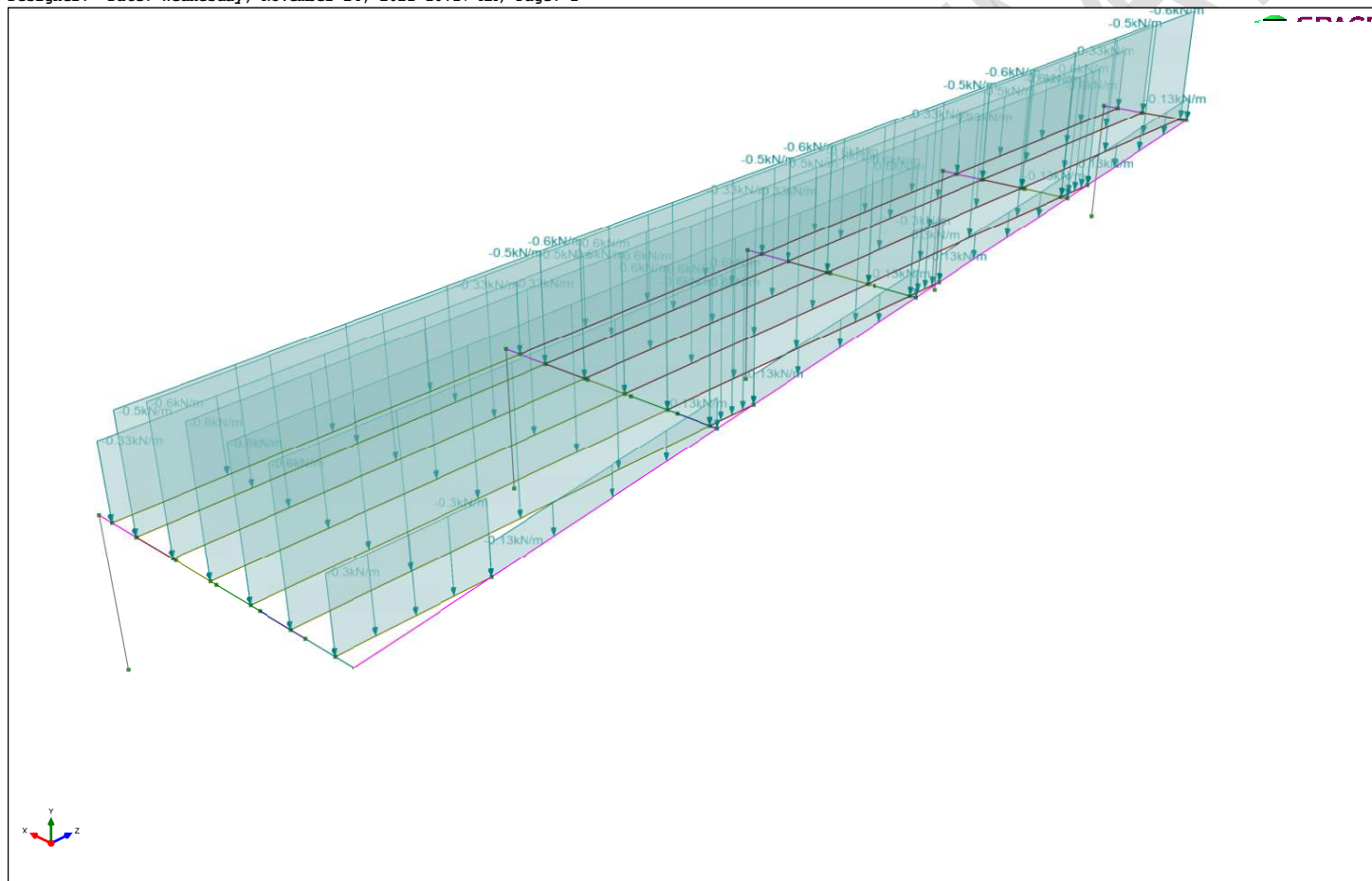
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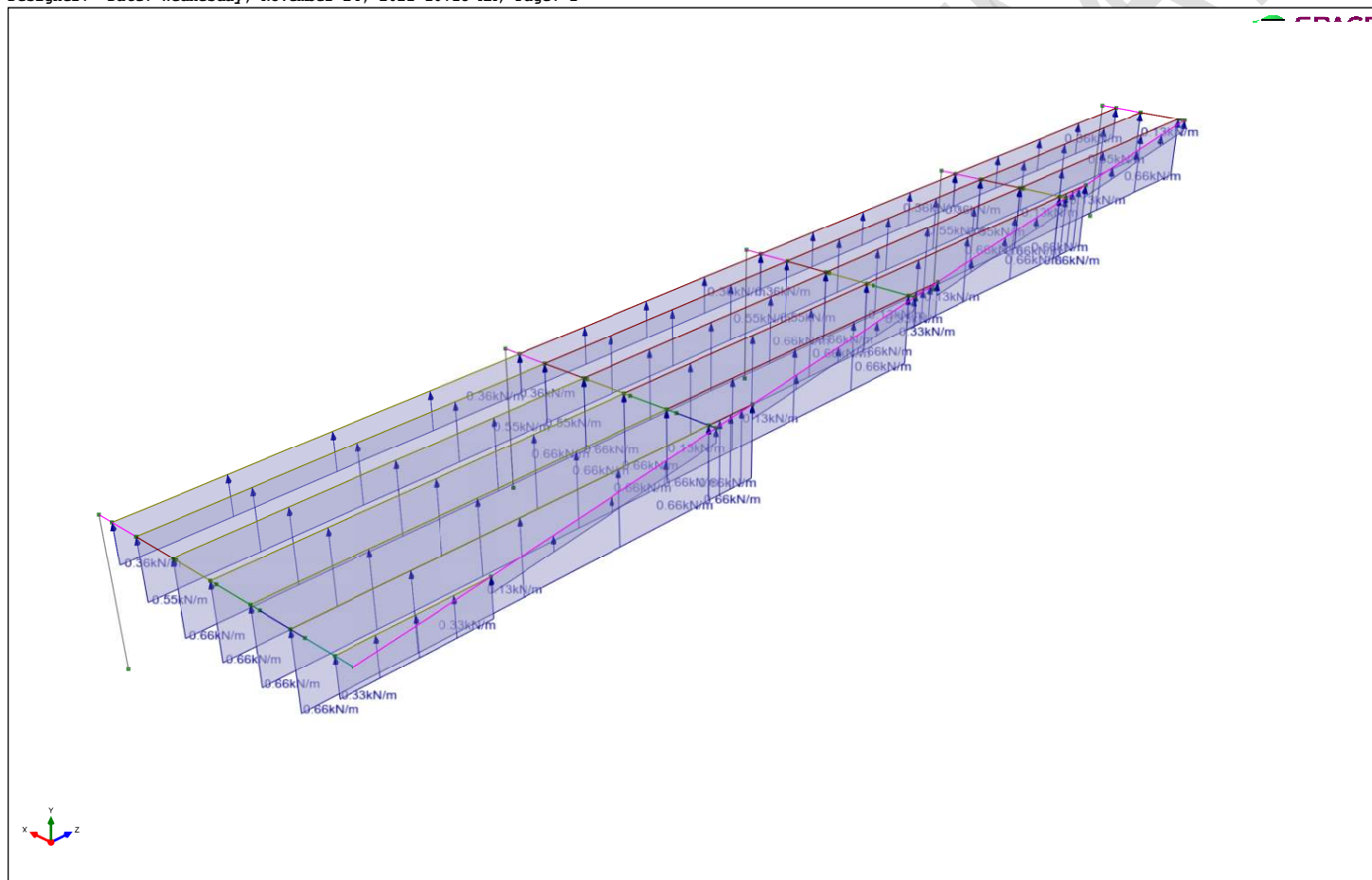
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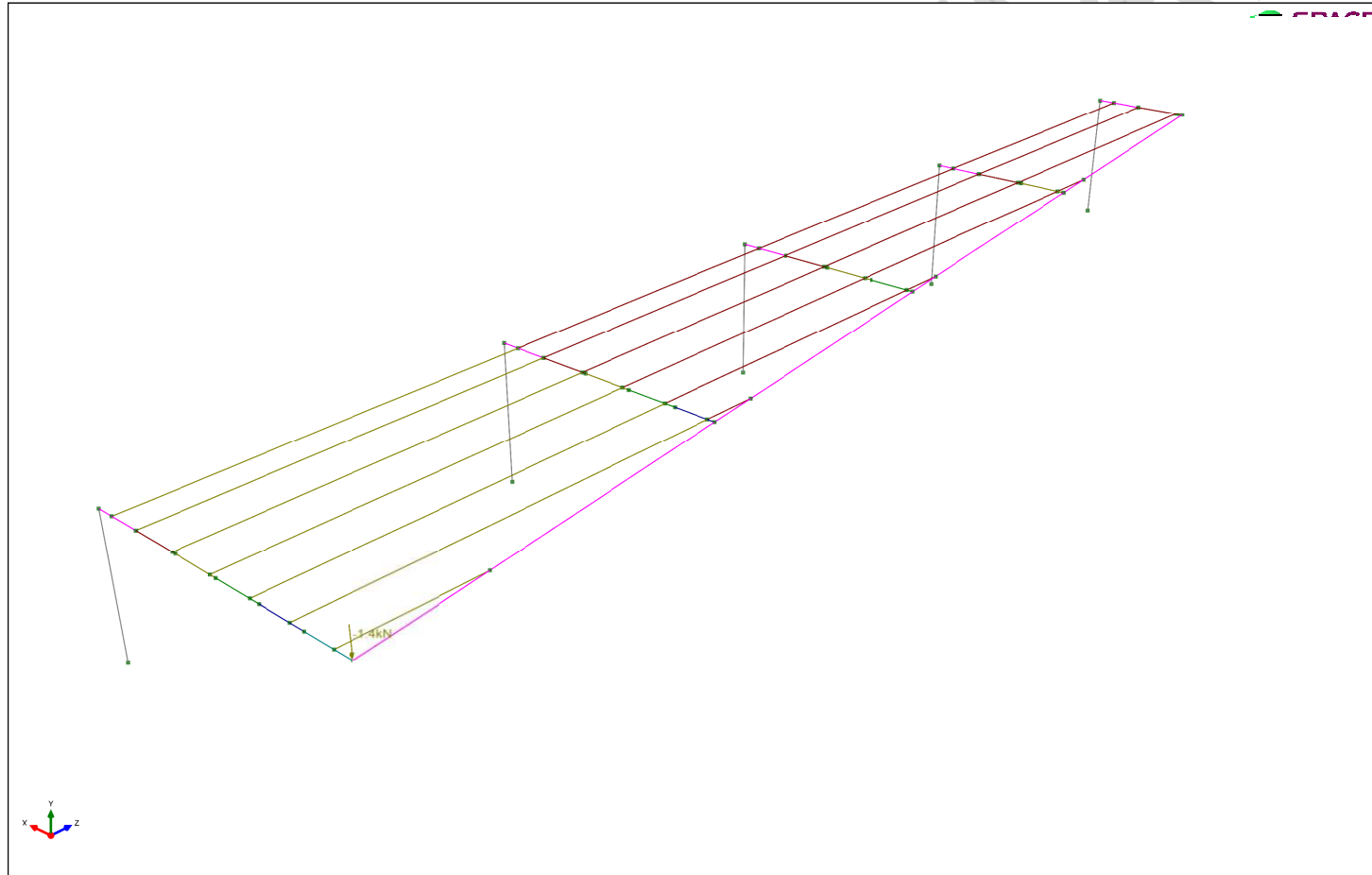
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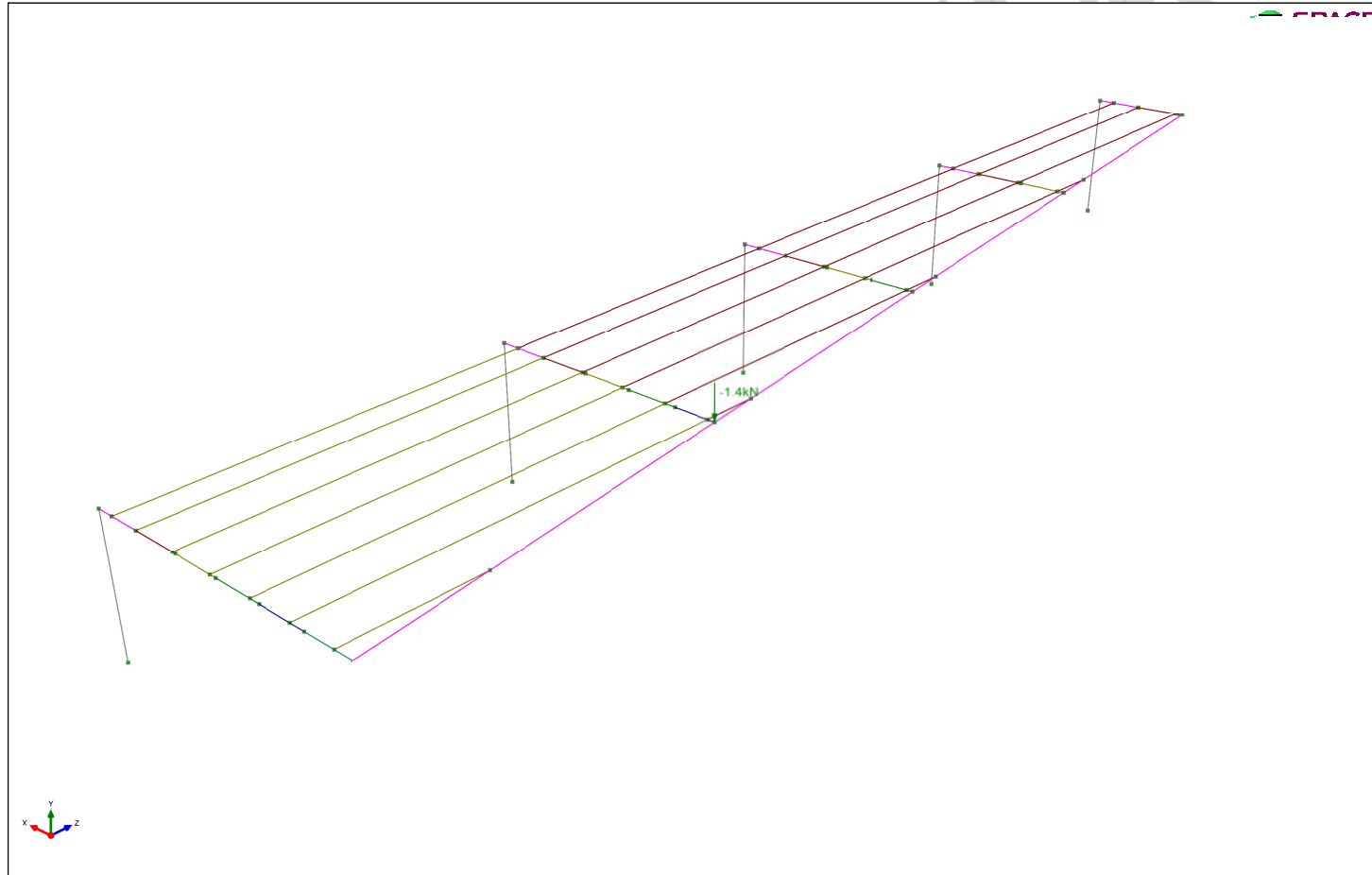
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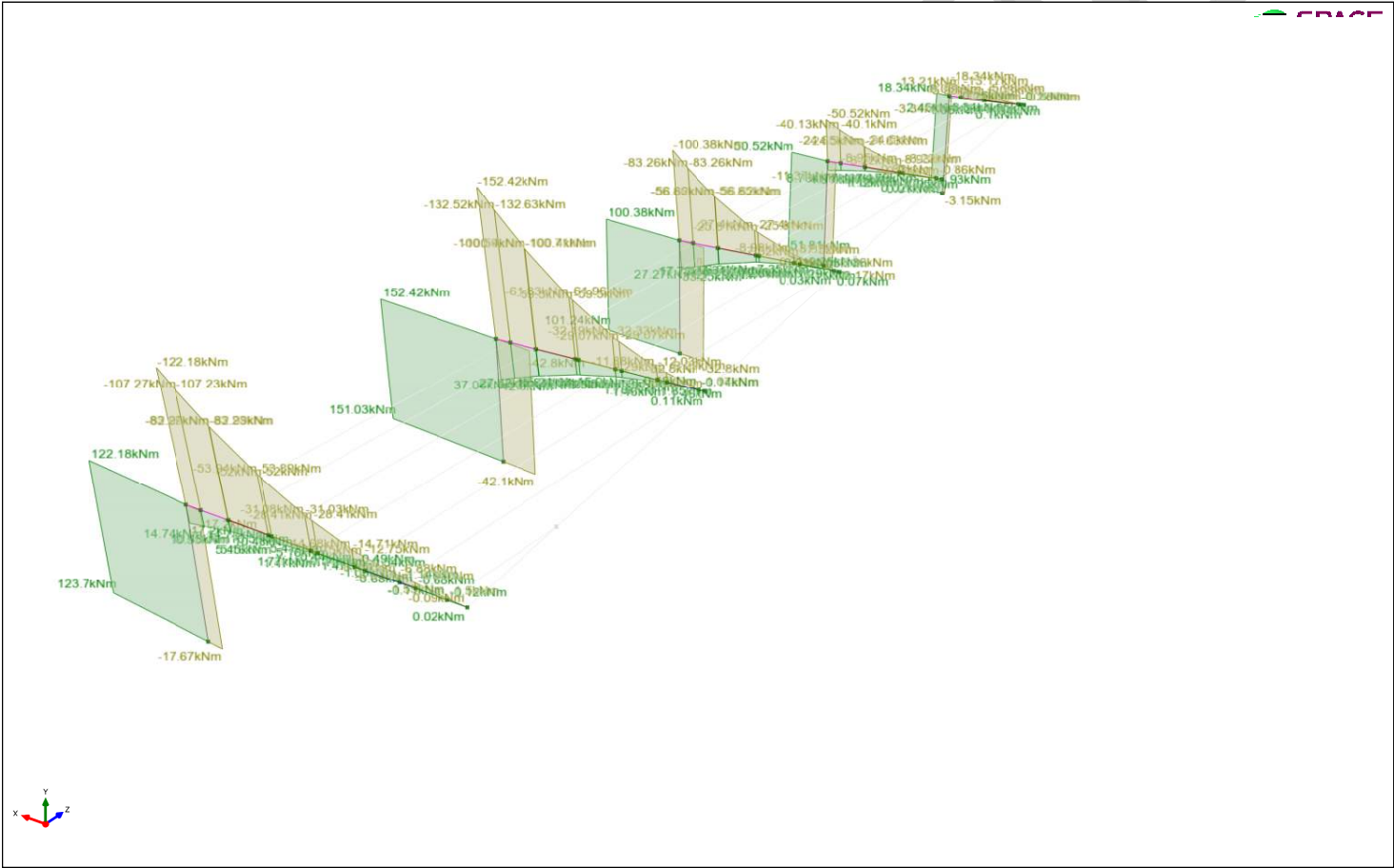
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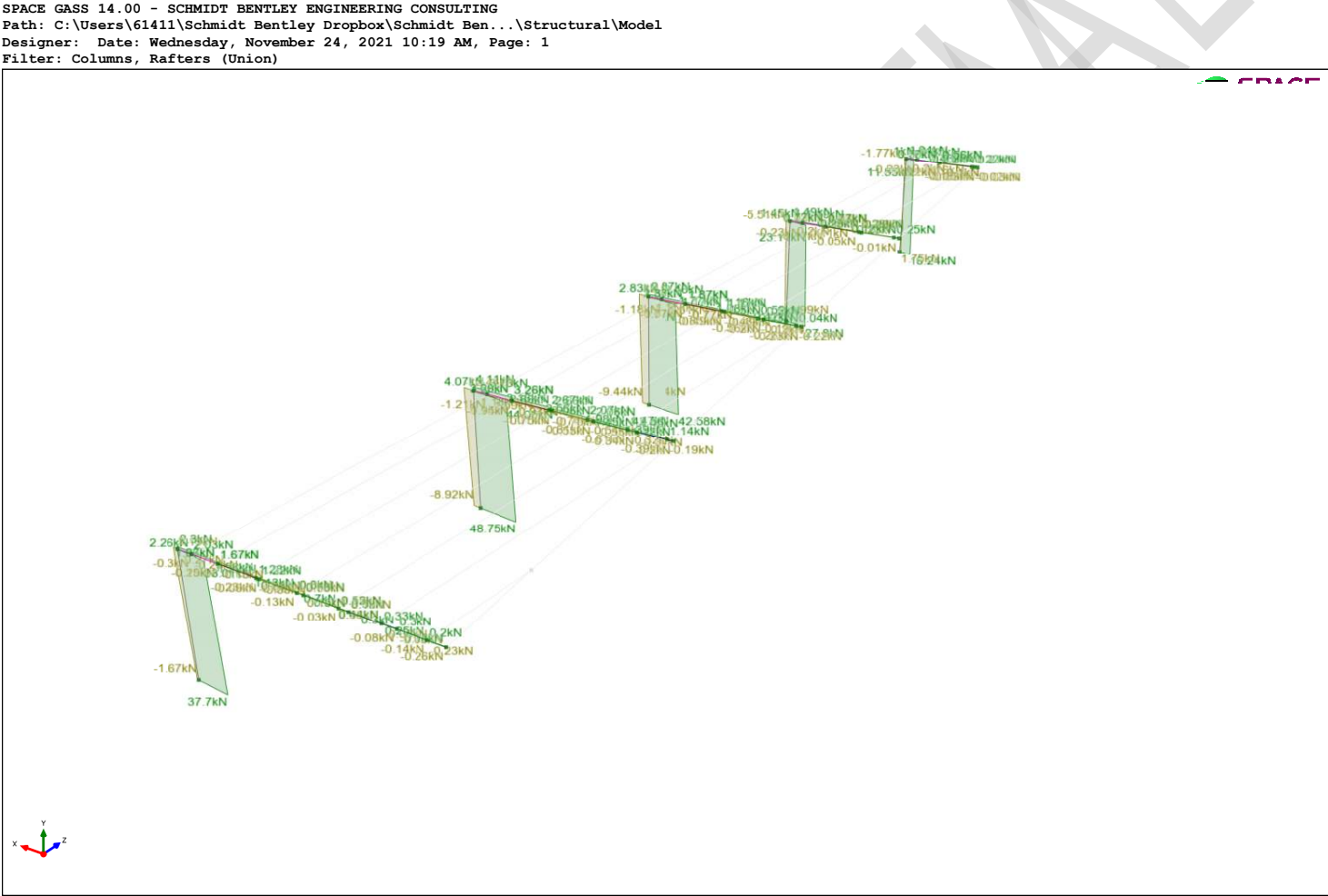


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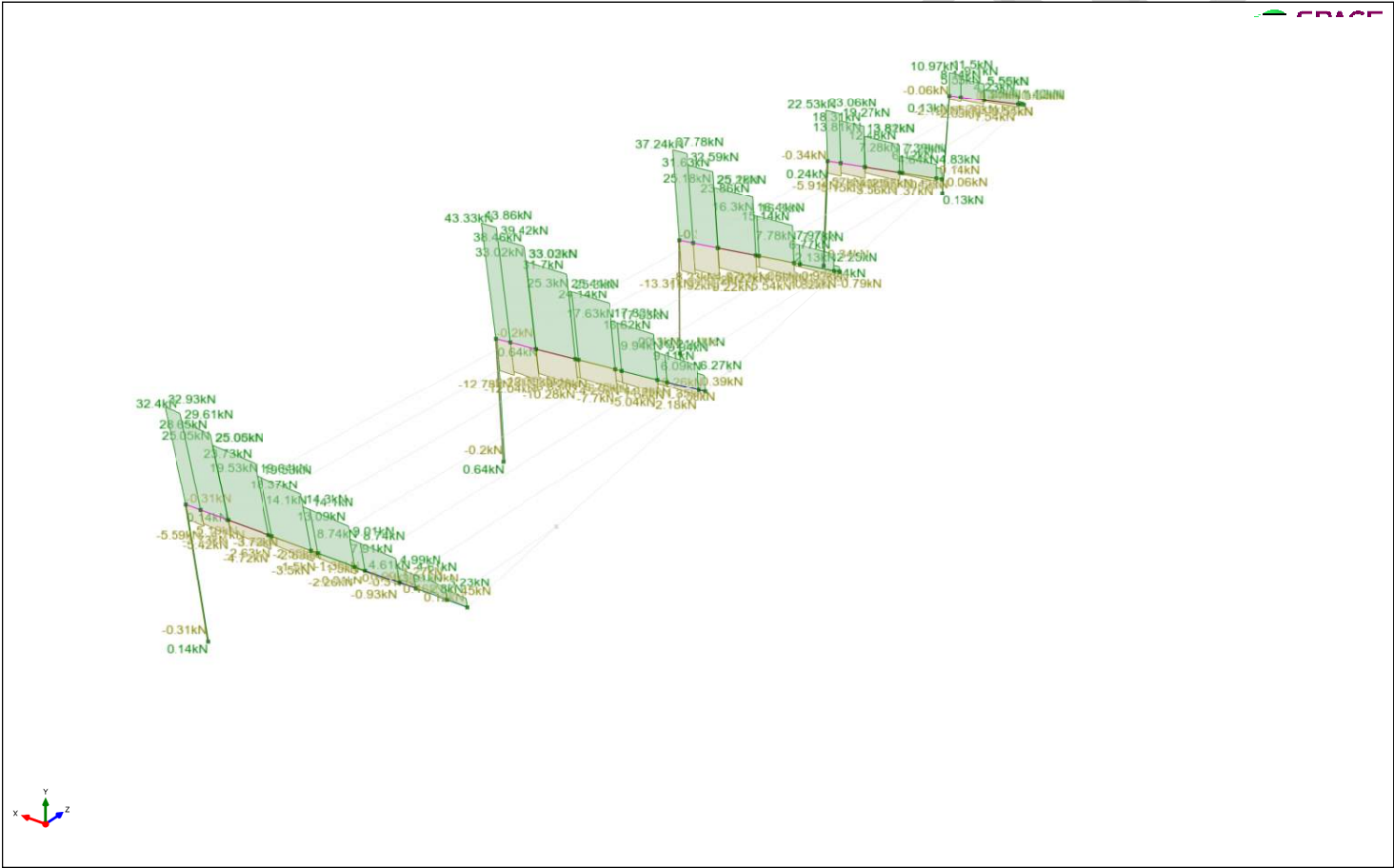


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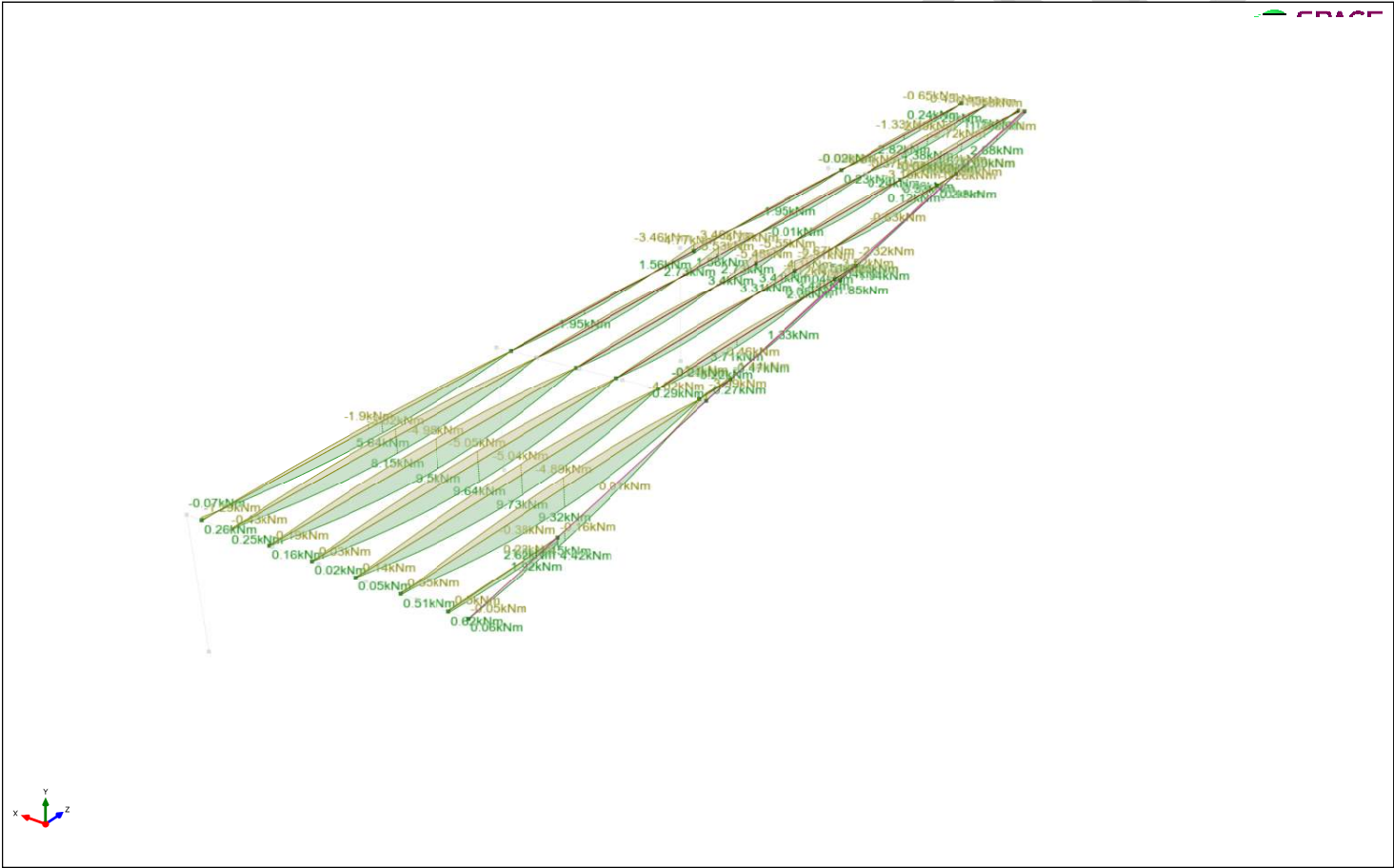




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Proposed Project
Angaston Rec Park
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C1

STEEL MEMBER V5.07

Schmidt Bentley Engineering Consulting

Section: (C1) 310UC118 (G300)
 Bending: $M_x^* = 152.0 \text{ kNm} < \phi M_b(3400, \alpha_m=1.00) = 364.8 \text{ kNm}$, $\phi M_b(\alpha_m=1) = 364.8 \text{ kNm}$ OK (0.42)
 No minor bending
 Shear: No major shear
 No minor shear
 Compression: $N_c^* = 48.0 \text{ kN} < \phi N_c = 3316.1 \text{ kN}$ OK (0.01)
 Combined: In-plane = 0.32, Out-of-plane = 0.43 OK (0.43)
 Tension: No tension

Bending & Shear - Section 5

Max. restraint (2.5% flange force) = 12.8 kN

(M* to include first order amplification as required - Cl 4.4.2)

Analysis values = M (M)anual, (L)eft, Position (X) from analysis, (R)ight, (C)ritical

Major bending (M_x^*) =	152.0 kNm	Major bending (M_x^*) =	152 kNm
Minor bending (M_y^*) =	0.000 kNm	Minor bending (M_y^*) =	0 kNm
Shear Force (V_x^*) =	0.000 kN	Shear Force (V_x^*) =	0 kN
Shear Force (V_y^*) =	0.000 kN	Shear Force (V_y^*) =	0 kN
Effective length factor (k_e) =	Calc	Span / Segment Length (L) =	3400 mm
$k_e = (k_t=1.00)*(k_l=2.00)*(k_r=1.00) =$	2.00 (From Le Tab)	$\alpha_m =$	1.00
Effective length ($L_e = L*k_e$) =	6800 mm		
$\phi =$	0.9 Table 3.4	Bending (x) = OK (0.42)	
$\phi M_{sx} =$	493.9 kNm	Bending (y) =	OK (0.42)
$\phi M_{bx}(\alpha_m=1) =$	364.8 kNm		
$\phi M_{by} =$	364.8 kNm		
$\phi M_{sy} =$	222.3 kNm		
$\phi V_v =$	607.3 kN	$I_x =$	277.0 x10 ⁶ mm ⁴
$\phi V_{vm} =$	607.3 kN	S.Wt =	1.179 kN/m

Shear capacity based on uniform shear distribution

Compression - Section 6

Axial compression (N_c^*) =	48.0 kN	Axial compression (N_c^*) =	48 kN
Major axis length (L_x) =	3400 mm	Eff. X length factor (k_{ex}) =	1.00
Minor axis length (L_y) =	3400 mm	Eff. Y length factor (k_{ey}) =	1.00
Braced or Sway member =	S (B)raccd, (S)way	Major axis effective length (L_{ex}) =	3400 mm
$\phi N_s =$	3780.0 kN	Minor axis effective length (L_{ey}) =	3400 mm
$\phi N_{cx}(k_{ex}=1.00) =$	3613.3 kN	Compression = OK (0.01)	
In-Plane $\phi N_{cx}(k_{ex}=1.00) =$	3613.3 kN	Bending & Comp. = OK (0.43)	
$\phi N_{cy}(k_{ey}=1.00) =$	3316.1 kN		
In-Plane $\phi N_{cy}(k_{ey}=1.00) =$	3316.1 kN		
$\phi N_c =$	3316.1 kN		

Tension - Section 7 (No tension)

Axial tension (N_t^*) =	0.0 kN	Axial tension (N_t^*) =	0 kN
$k_t =$	1.00 Table 7.3.2		
$\phi N_t =$	3780.0 kN		

Combined

$\phi M_{rxt} =$	493.9 kNm	$\phi M_{ixt} =$	493.9 kNm	$\phi M_{oxt} =$	364.8 kNm
$\phi M_{rxc} =$	487.6 kNm	$\phi M_{ixc} =$	487.4 kNm	$\phi M_{oxc} =$	359.5 kNm
$\phi M_{ryt} =$	222.3 kNm	$\phi M_{iyc} =$	219.0 kNm	$\phi M_{tx} =$	364.8 kNm
$\phi M_{ryc} =$	219.4 kNm			$\phi M_{cx} =$	359.5 kNm



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R1

STEEL MEMBER V5.07

Schmidt Bentley Engineering Consulting

Section: (R1) 610UB101 (G300)
 Bending: $M_x^* = 152.0 \text{ kNm} < \phi M_b(6200, \alpha_m = 1.75) = 260.0 \text{ kNm}$, $\phi M_b(\alpha_m = 1) = 148.5 \text{ kNm}$ OK (0.58)
 No minor bending
 Shear: No major shear
 No minor shear
 Compression: No compression
 Tension: No tension

Bending & Shear - Section 5

Max. restraint (2.5% flange force) = 6.5 kN

(M* to include first order amplification as required - Cl 4.4.2)

Analysis values = M (M)anual, (L)eft, Position (X) from analysis, (R)ight, (C)ritical

Major bending (M_x^*) =	152.0 kNm	Major bending (M_x^*) =	152 kNm
Minor bending (M_y^*) =	0.000 kNm	Minor bending (M_y^*) =	0 kNm
Shear Force (V_x^*) =	0.000 kN	Shear Force (V_x^*) =	0 kN
Shear Force (V_y^*) =	0.000 kN	Shear Force (V_y^*) =	0 kN
Effective length factor (k_e) =	Calc	Span / Segment Length (L) =	6200 mm
$k_e = (k_t = 1.00) * (k_l = 2.00) * (k_r = 1.00) =$	2.00 (From Le Tab)	$\alpha_m =$	1.75
Effective length ($L_e = L * k_e$) =	12400 mm		
$\phi =$	0.9 Table 3.4	Bending (x) = OK (0.58)	
$\phi M_{sx} =$	783.0 kNm	Bending (y) =	OK
$\phi M_{bx}(\alpha_m = 1) =$	148.5 kNm		
$\phi M_{by} =$	260.0 kNm		
$\phi M_{sy} =$	104.2 kNm		
$\phi V_v =$	1102.7 kN	$I_x =$	761.0 x10 ⁶ mm ⁴
$\phi V_{vm} =$	1102.7 kN	S.Wt =	1.022 kN/m

Shear capacity based on uniform shear distribution

Compression - Section 6 (No compression)

Axial compression (N_c^*) =	0.0 kN	Axial compression (N_c^*) =	0 kN
Major axis length (L_x) =	10000 mm	Eff. X length factor (k_{ex}) =	1.00
Minor axis length (L_y) =	1500 mm	Eff. Y length factor (k_{ey}) =	1.00
Braced or Sway member =	S (B)raccd, (S)way		
$\phi N_s =$	3116.9 kN	Major axis effective length (L_{ex}) =	10000 mm
$\phi N_{cx}(k_{ex} = 1.00) =$	2785.5 kN	Minor axis effective length (L_{ey}) =	1500 mm
In-Plane $\phi N_{cx}(k_{ex} = 1.00) =$	2785.5 kN		
$\phi N_{cy}(k_{ey} = 1.00) =$	2910.2 kN		
In-Plane $\phi N_{cy}(k_{ey} = 1.00) =$	2910.2 kN		
$\phi N_c =$	2785.5 kN		

Tension - Section 7 (No tension)

Axial tension (N_t^*) =	0.0 kN	Axial tension (N_t^*) =	0 kN
$k_t =$	1.00 Table 7.3.2		
$\phi N_t =$	3510.0 kN		

Combined

$\phi M_{rxt} =$	783.0 kNm	$\phi M_{ixt} =$	783.0 kNm	$\phi M_{oxt} =$	260.0 kNm
$\phi M_{rxc} =$	783.0 kNm	$\phi M_{ixc} =$	783.0 kNm	$\phi M_{oxc} =$	260.0 kNm
$\phi M_{ryt} =$	104.2 kNm	$\phi M_{iyc} =$	104.2 kNm	$\phi M_{tx} =$	260.0 kNm
$\phi M_{ryc} =$	104.2 kNm			$\phi M_{cx} =$	260.0 kNm



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P3'

STEEL MEMBER V5.07

Schmidt Bentley Engineering Consulting

Section: (P3') 150 x 50 x 6.0 RHS (G350)#
 Bending: $M_x^* = 9.73 \text{ kNm} < \phi M_b(9400, \alpha_m=1.00) = 17.2 \text{ kNm}$, $\phi M_b(\alpha_m=1) = 17.2 \text{ kNm}$ OK (0.57)
 No minor bending
 Shear: No major shear
 No minor shear
 Compression: No compression
 Tension: No tension

Bending & Shear - Section 5

Max. restraint (2.5% flange force) = - kN

(M* to include first order amplification as required - Cl 4.4.2)

Analysis values = M (M)anual, (L)eft, Position (X) from analysis, (R)ight, (C)ritical

Major bending (M_x^*) =	9.73 kNm	Major bending (M_x^*) =	9.73 kNm
Minor bending (M_y^*) =	0.000 kNm	Minor bending (M_y^*) =	0 kNm
Shear Force (V_x^*) =	0.000 kN	Shear Force (V_x^*) =	0 kN
Shear Force (V_y^*) =	0.000 kN	Shear Force (V_y^*) =	0 kN
Effective length factor (k_e) =	Calc	Span / Segment Length (L) =	9400 mm
$k_e = (k_t=1.00) * (k_l=2.00) * (k_r=1.00) =$	2.00 (From Le Tab)	$\alpha_m =$	1.00
Effective length ($L_e = L * k_e$) =	18800 mm		
$\phi =$	0.9 Table 3.4	Bending (x) =	OK (0.57)
$\phi M_{sx} =$	28.7 kNm	Bending (y) =	OK (0.57)
$\phi M_{bx}(\alpha_m=1) =$	17.2 kNm		
$\phi M_{by} =$	17.2 kNm		
$\phi M_{sy} =$	12.9 kNm		
$\phi V_{vx} =$	291.1 kN	$\phi V_{vy} =$	86.2 kN
$\phi V_{vm} =$	291.1 kN	$I_x =$	$5.06 \times 10^6 \text{ mm}^4$
		S.Wt =	0.167 kN/m

Shear capacity based on non-uniform shear distribution

Compression - Section 6 (No compression)

Axial compression (N_c^*) =	0.0 kN	Axial compression (N_c^*) =	0 kN
Major axis length (L_x) =	9400 mm	Eff. X length factor (k_{ex}) =	1.00
Minor axis length (L_y) =	1200 mm	Eff. Y length factor (k_{ey}) =	1.00
Braced or Sway member =	S (B)raccd, (S)way		
$\phi N_s =$	671.0 kN	Major axis effective length (L_{ex}) =	9400 mm
$\phi N_{cx}(k_{ex}=1.00) =$	96.1 kN	Minor axis effective length (L_{ey}) =	1200 mm
In-Plane $\phi N_{cx}(k_{ex}=1.00) =$	96.1 kN		
$\phi N_{cy}(k_{ey}=1.00) =$	540.3 kN		
In-Plane $\phi N_{cy}(k_{ey}=1.00) =$	540.3 kN		
$\phi N_c =$	96.1 kN		

Tension - Section 7 (No tension)

Axial tension (N_t^*) =	0.0 kN	Axial tension (N_t^*) =	0 kN
$k_t =$	1.00 Table 7.3.2		
$\phi N_t =$	671.0 kN		

Combined

$\phi M_{rxt} =$	28.7 kNm	$\phi M_{ixt} =$	28.7 kNm	$\phi M_{oxt} =$	17.2 kNm
$\phi M_{rxc} =$	28.7 kNm	$\phi M_{ixc} =$	28.7 kNm	$\phi M_{oxc} =$	17.2 kNm
$\phi M_{ryt} =$	12.9 kNm	$\phi M_{iyc} =$	12.9 kNm	$\phi M_{tx} =$	17.2 kNm
$\phi M_{ryc} =$	12.9 kNm			$\phi M_{cx} =$	17.2 kNm

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Proposed Project
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Barossa Council

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Designed: S

P21

STEEL MEMBER V5.07

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Section: (P21) 150 x 50 x 4.0 RHS (G350)
 Bending: $M_x^* = 3.15 \text{ kNm} < \phi M_b(9400, \alpha_m=1.00) = 12.6 \text{ kNm}$, $\phi M_b(\alpha_m=1) = 12.6 \text{ kNm}$ OK (0.25)
 No minor bending
 Shear: No major shear
 No minor shear
 Compression: No compression
 Tension: No tension

Bending & Shear - Section 5

Max. restraint (2.5% flange force) = - kN

(M* to include first order amplification as required - Cl 4.4.2)

Analysis values = M (M)anual, (L)eft, Position (X) from analysis, (R)ight, (C)ritical

Major bending (M_x^*) =	3.15 kNm	Major bending (M_x^*) =	3.15 kNm
Minor bending (M_y^*) =	0.000 kNm	Minor bending (M_y^*) =	0 kNm
Shear Force (V_x^*) =	0.000 kN	Shear Force (V_x^*) =	0 kN
Shear Force (V_y^*) =	0.000 kN	Shear Force (V_y^*) =	0 kN
Effective length factor (k_e) =	Calc	Span / Segment Length (L) =	9400 mm
$k_e = (k_t=1.00) * (k_l=2.00) * (k_r=1.00) =$	2.00 (From Le Tab)	$\alpha_m =$	1.00
Effective length ($L_e = L * k_e$) =	18800 mm		
ϕ =	0.9 Table 3.4	Bending (x) =	OK (0.25)
ϕM_{sx} =	20.6 kNm	Bending (y) =	OK (0.25)
$\phi M_{bx}(\alpha_m=1)$ =	12.6 kNm		
ϕM_{by} =	12.6 kNm		
ϕM_{sy} =	7.91 kNm		
ϕV_{vx} =	199.7 kN	ϕV_{vy} =	63.5 kN
ϕV_{vm} =	199.7 kN	$I_x =$	$3.74 \times 10^6 \text{ mm}^4$
Shear capacity based on non-uniform shear distribution		S.Wt =	0.116 kN/m

Compression - Section 6 (No compression)

Axial compression (N_c^*) =	0.0 kN	Axial compression (N_c^*) =	0 kN
Major axis length (L_x) =	9400 mm	Eff. X length factor (k_{ex}) =	1.00
Minor axis length (L_y) =	1200 mm	Eff. Y length factor (k_{ey}) =	1.00
Braced or Sway member =	S (B)raccd, (S)way		
ϕN_s =	449.0 kN	Major axis effective length (L_{ex}) =	9400 mm
$\phi N_{cx}(k_{ex}=1.00)$ =	70.8 kN	Minor axis effective length (L_{ey}) =	1200 mm
In-Plane $\phi N_{cx}(k_{ex}=1.00)$ =	70.8 kN		
$\phi N_{cy}(k_{ey}=1.00)$ =	372.5 kN		
In-Plane $\phi N_{cy}(k_{ey}=1.00)$ =	372.5 kN		
ϕN_c =	70.8 kN		

Tension - Section 7 (No tension)

Axial tension (N_t^*) =	0.0 kN	Axial tension (N_t^*) =	0 kN
k_t =	1.00 Table 7.3.2		
ϕN_t =	466.2 kN		

Combined

ϕM_{rxt} =	20.6 kNm	ϕM_{ixt} =	20.6 kNm	ϕM_{oxt} =	12.6 kNm
ϕM_{rxc} =	20.6 kNm	ϕM_{ixc} =	20.6 kNm	ϕM_{oxc} =	12.6 kNm
ϕM_{ryt} =	7.91 kNm	ϕM_{iyc} =	7.91 kNm	ϕM_{tx} =	12.6 kNm
ϕM_{ryc} =	7.91 kNm			ϕM_{cx} =	12.6 kNm



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Grid A and B Footing

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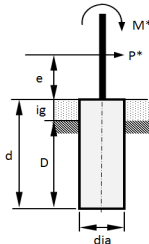
Geometry: (Grid A and B Footing) 1200mm dia., 2200mm socket
Soil: C = 30kPa
Resistance: Mo* = 152.2kNm < ϕMo = 180.0kNm OK (0.85)

Cohesive Soil - Hosking

Loads:
Ult. overturning moment (M*) = 151 kNm
Ultimate lateral load (P*) = 0.64 kN
Load height (e) = 1700 mm
Total footing depth (d) = 2200 mm

Geometry:
Ignore top (ig) = 200 mm
Design depth (D=d-ig) = 2000 mm
Diameter (dia) = 1200 mm

Soil parameters:
Apparant cohesion (C) = 30 kPa



Design

Overturning Mo* = M* + P*(e+ig) = 152.2 kNm
Resistance ϕMo = 1.25*c*b*D² = 180.0 kNm OK (0.85)

Note: Overturning moment (M*) and Lateral load (P) * Load height (e) are additive

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Grid C Footing

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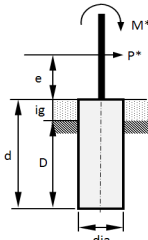
Geometry: (Grid C Footing) 600mm dia., 2200mm socket
Soil: C = 30kPa
Resistance: Mo* = 102.2kNm > ϕMo = 90.0kNm No Good (1.14)

Cohesive Soil - Hosking

Loads:
Ult. overturning moment (M*) = 101 kNm
Ultimate lateral load (P*) = 0.64 kN
Load height (e) = 1700 mm
Total footing depth (d) = 2200 mm

Geometry:
Ignore top (ig) = 200 mm
Design depth (D=d-ig) = 2000 mm
Diameter (dia) = 600 mm

Soil parameters:
Apparant cohesion (C) = 30 kPa



Design

Overturning Mo* = M* + P*(e+ig) = 102.2 kNm
Resistance ϕMo = 1.25*c*b*D² = 90.0 kNm No Good (1.14)

Note: Overturning moment (M*) and Lateral load (P) * Load height (e) are additive

FOOTING POURED INTEGRAL WITH RAFT FOUNDATION - DEEMED ADEQUATE



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Grid D Footing

POST FOOTING V5.02

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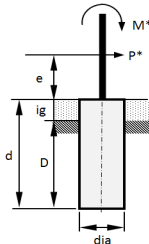
Geometry: (Grid D Footing) 600mm dia., 2200mm socket
Soil: C = 30kPa
Resistance: Mo* = 51.2kNm < ϕMo = 90.0kNm OK (0.57)

Cohesive Soil - Hosking

Loads:
Ult. overturning moment (M*) = 50 kNm
Ultimate lateral load (P*) = 0.64 kN
Load height (e) = 1700 mm
Total footing depth (d) = 2200 mm

Geometry:
Ignore top (ig) = 200 mm
Design depth (D=d-ig) = 2000 mm
Diameter (dia) = 600 mm

Soil parameters:
Apparant cohesion (C) = 30 kPa



Design

Overturning Mo* = M* + P*(e+ig) = 51.2 kNm
Resistance ϕMo = 1.25*c*b*D² = 90.0 kNm OK (0.57)

Note: Overturning moment (M*) and Lateral load (P) * Load height (e) are additive

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Grid E Footing

POST FOOTING V5.02

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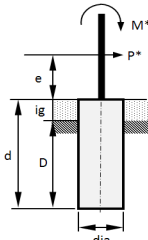
Geometry: (Grid E Footing) 600mm dia., 1500mm socket
Soil: C = 30kPa
Resistance: Mo* = 19.5kNm < ϕMo = 38.0kNm OK (0.51)

Cohesive Soil - Hosking

Loads:
Ult. overturning moment (M*) = 18.3 kNm
Ultimate lateral load (P*) = 0.64 kN
Load height (e) = 1700 mm
Total footing depth (d) = 1500 mm

Geometry:
Ignore top (ig) = 200 mm
Design depth (D=d-ig) = 1300 mm
Diameter (dia) = 600 mm

Soil parameters:
Apparant cohesion (C) = 30 kPa



Design

Overturning Mo* = M* + P*(e+ig) = 19.5 kNm
Resistance ϕMo = 1.25*c*b*D² = 38.0 kNm OK (0.51)

Note: Overturning moment (M*) and Lateral load (P) * Load height (e) are additive

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Steel connections

Results

Connection name : Fixed uniaxial major axis BP AS
Connection ID : 1

Family: Column - Base (CB)
Type: Base plate
Design code: AS4100-1998

APPLIED LOADING

DEMANDS

Description	Pu [kN]	Mu22 [kN*m]	Mu33 [kN*m]	Vu2 [kN]	Vu3 [kN]
DL	-48.00	0.00	151.00	0.00	0.00

Design for major axis
Base plate (AS4100-1998)GEOMETRIC CONSIDERATIONS
Dimensions

	Unit	Value	Min. value	Max. value	Sta.	References
<u>Detailing requirements</u>						
Base plate thickness, ti	[mm]	16.00	12.00	--	✓	DG7 Sec 4.2
Base plate depth, di	[mm]	520.00	327.00	--	✓	
Base plate width, bi	[mm]	350.00	319.00	--	✓	
Distance from fasteners to edge	[mm]	40.00	24.00	--	✓	Cl. 9.6.2
Column weld size, tw	[mm]	6.00	5.00	10.90	✓	table 9.7.3.2, Sec. 9.7.3.3b

DESIGN CHECK

Verification	Unit	Capacity	Demand	Ctrl EQ	Ratio	References
<u>CHECK 1 - Design capacity for bearing on concrete support</u>						
Axial bearing	[KN/mm ²]	0.04	0.02	DL	0.45	AS 3600 Cl. 12.3;
<u>CHECK 2 - Design capacity of steel plate</u>						
Flexural yielding (bearing interface)	[KN*m/m]	14.40	83.12	DL	5.77	AISC DG1 Eq. 3.3.13
<u>CHECK 3 - Design capacity of weld at column base</u>						
Weld capacity	[KN/m]	977.50	1241.52	DL	1.27	Handbook 1 Sec. 4.5

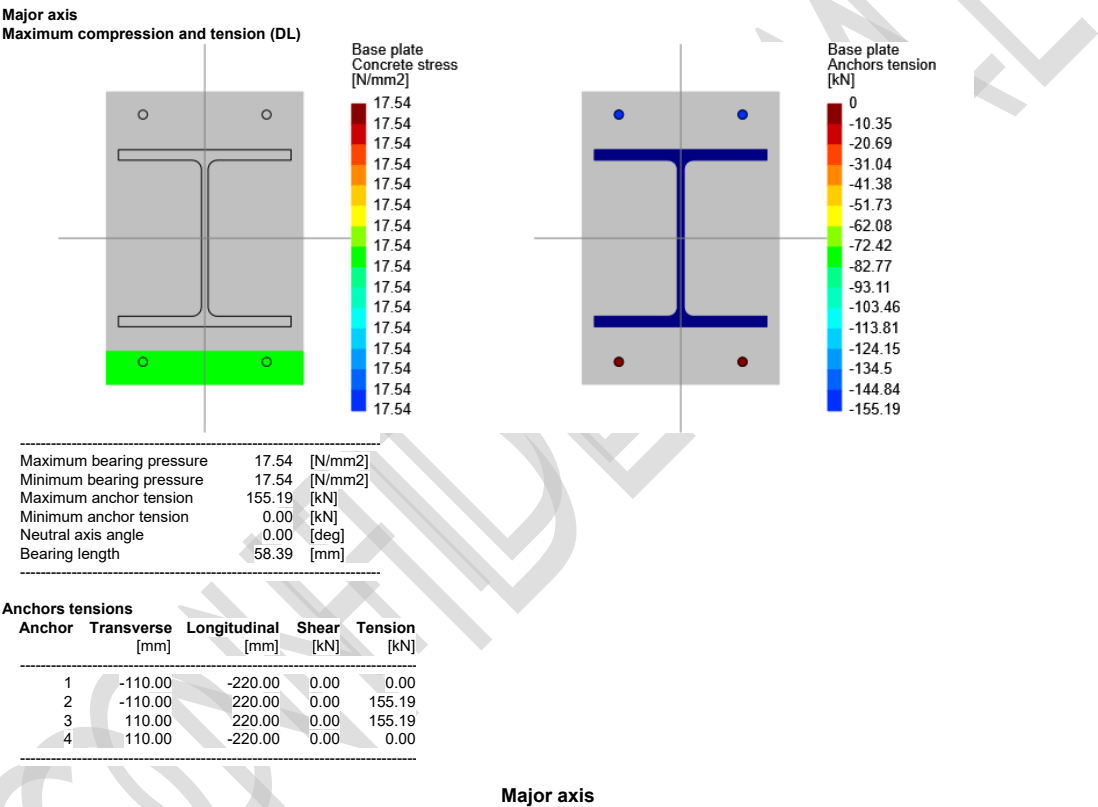
Ratio 5.77

Major axis
AnchorsGEOMETRIC CONSIDERATIONS
Dimensions

	Unit	Value	Min. value	Max. value	Sta.	References
<u>Anchors</u>						
Bolt diameter	[mm]	16.00	--	50.00	✓	DG7. Sec. 10.3 Note 3
Concrete cover	[mm]	272.00	96.00	--	✓	DG7. Sec. 10.3 Note 5
Anchor effective embedment length	[mm]	600.00	--	635.00	✓	DG7. Sec. 10.3 Note 3

Page1

DESIGN CHECK	Unit	Capacity	Demand	Ctrl EQ	Ratio	References
Verification						
CHECK 10 - Design capacity of anchor bolts in tension						
Bolt in tension design capacity	[kN]	50.13	155.19	DL	3.10	Cl. 9.3.2.2, DG7 Sec 10.3
Concrete pull out capacity of a single anchor	[kN]	29.03	155.19	DL	5.35	ACI 318-08 Eq. D-16
Tension reinforcement capacity	[kN]	508.50	310.38	DL	0.61	ACI 318-08 Sec. D.5.2.9, D.6.2.9
Ratio	5.35					
Global critical strength ratio	5.77					



- (d) The connection elements shall remain stable under the design action effects and deformations.

Design shall be on the basis of a recognized method supported by experimental evidence.

Residual actions due to the installation of bolts need not be considered.

9.1.4 Minimum design actions on connections

Connections carrying design action effects, except for lacing connections and connections to sag rods, purlins and girts, shall be designed to transmit the greater of—

- (a) the design action in the member; and
- (b) the minimum design action effects expressed either as the value or the factor times the member design capacity required by the strength limit state, specified as follows:
- (i) Connections in rigid construction—a bending moment of 0.5 times the member design moment capacity.
 - (ii) Connections to beam in simple construction—a shear force of 0.15 times the member design shear capacity or 40 kN, whichever is the lesser.
 - (iii) Connections at the ends of tensile or compression members—a force of 0.3 times the member design capacity, except that for threaded rod acting as a bracing member with turnbuckles, the minimum tensile force shall be equal to the member design capacity.
 - (iv) Splices in members subject to axial tension—a force of 0.3 times the member design capacity in tension.
 - (v) Splices in members subject to axial compression—for ends prepared for full contact in accordance with Clause 14.4.4.2, it shall be permissible to carry compressive actions by bearing on contact surfaces. When members are prepared for full contact to bear at splices, there shall be sufficient fasteners to hold all parts securely in place. The fasteners shall be sufficient to transmit a force of 0.15 times the member design capacity in axial compression.

In addition, splices located between points of effective lateral support shall be designed for the design axial force (N^*) plus a design bending moment not less than the design bending moment (M^*)

where

$$M^* = \frac{\delta N^* I_s}{1000}$$

δ = appropriate amplification factor δ_b or δ_s determined in accordance with Clause 4.4

I_s = distance between points of effective lateral support

When members are not prepared for full contact, the splice material and its fasteners shall be arranged to hold all parts in line and shall be designed to transmit a force of 0.3 times the member design capacity in axial compression.

- (vi) Splices in flexural members—a bending moment of 0.3 times the member design capacity in bending. This provision shall not apply to splices designed to transmit shear force only.

A splice subjected to a shear force only shall be designed to transmit the design shear force together with any bending moment resulting from the eccentricity of the force with respect to the centroid of the connector group.

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Supporting Connection Hand Calculations:

Column Base Plate - Grids A to C:

$$M^* = 151 \text{ kNm}$$

$$\text{Minimum design actions} = 0.5 \times \text{thiMbx} = 0.5 \times 364.8 = 182.4 \text{ kNm}$$

$$N^*t = 182.4 \text{ kNm} / (0.315 + 0.05) = 499.73 \text{ kN}$$

Bolts:

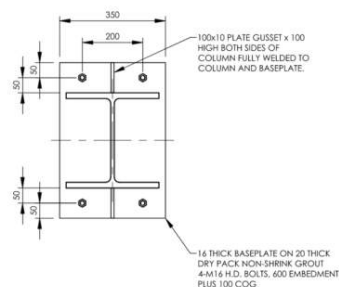
$$2M16 \text{ 4.6/s bolts at tensile face} \Rightarrow 2 \times 50.2 = 100.4 \text{ kN}$$

=> Bolts fail in tension (500%)

Plate:

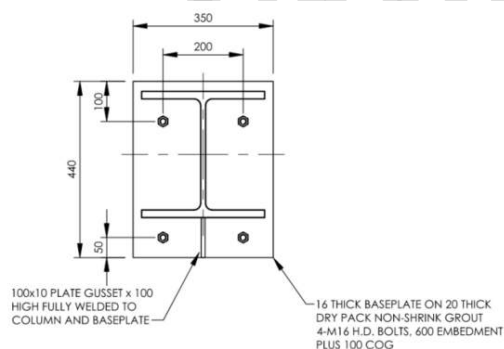
$$\text{thiNp} = 0.9 \times 250 \times 350 \times (16^2) / 45 = 448.0 \text{ kN}$$

=> Plate fails in tension (Prying Factor of 1.3) = 145%



Column Base Plates - Grids D to G:

Capacity of connection is less than Type A above. Fails under minimum design actions



Bolt Size	Axial Tension	Shear Values (Single Shear)	
		Threads included in Shear Plane	Threads excluded from Shear Plane
	kN	kN	kN
M12	27.0	15.1	
M16	50.2	28.6	
M20	78.4	44.6	
M24	113	64.3	
M30	180	103	
M36	261	151	
	$\phi = 0.8$	$\phi = 0.8$	
		4.6N/S	

NOTE 1.
Bearing/Plate Tearout Design Capacity. For all reasonable com thickness, bolt diameter and end distance, the design capac bearing (ϕV_b) exceeds both ϕV_{fn} and ϕV_{fx} .

Table 28 Design Shear and Tension Capacities – Strength Limit I
High Strength Structural Bolts
8.8/S 8.8/TB 8.8/TF Bolting Categories
($f_{ut} = 400 \text{ MPa}$)

Bolt Size	Axial Tension ϕN_t	Single Shear		Plate Tearout															
		Threads included in Shear Plane ϕV_{fn}	Threads excluded from Shear Plane ϕV_{fx}	ϕV_b for t_p & a_e of:															
				$t_p = 6$				$t_p = 8$				$t_p = 10$				$t_p = 12$			
	kN	kN	kN	35	40	45	35	40	45	35	40	45	35	40	45	35	40	45	35
M16	104	59.3	82.7																
M20	163	92.6	129	79	89	100	103	118	133	129	148	166	155	17					
M24	234	133	186																
M30	373	214	291																
				$a_e < a_{emin} = 1.5 d_f$															
	$\phi = 0.8$	$\phi = 0.8$		$\phi = 0.9$															
		8.8N/S	8.8X/S	$f_{up} = 410 \text{ MPa}$															

BLACKS Fasteners your guarantee of quality indus



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Steel connections

Results

Connection name : BEP_AS_BCF_15_9_2COL
Connection ID : 2

Family: Beam - Column flange (BCF)
Type: Bolted end plate
Design code: AS4100-1998

DEMANDS

Description	Beam						V*c [kN]
	N*top [kN]	N*bot [kN]	N*w [kN]	M*w [kN]	V*v [kN]	N*fr [kN]	
DL	-258.86	258.86	0.00	0.00	43.00	0.00	258.86

DETAILING
CONCERN

GEOMETRIC CONSIDERATIONS

Dimensions	Unit	Value	Min. value	Max. value	Sta	References
<u>CHECK 1 - Detailing requirements</u>						
End plate width, bi	[mm]	300.00	248.00	327.00	✓	DG12 Sec. 9.1
Bolt gauge, sg	[mm]	100.00	120.00	180.00	✗	DG12 Sec. 9.1
Edge distance, ae	[mm]	50.00	30.00	50.00	✓	DG12 Sec. 9.1
End plate thickness, ti	[mm]	16.00	16.00	40.00	✓	ASI DG12 Table 3
Bolt diameter, df	[mm]	20.00	20.00	610.00	✓	ASI DG12 Table 3
Beam size (unhaunched)	[mm]	602.00	200.00	610.00	✓	ASI DG12 Table 3
Clearance, top spo	[mm]	65.00	40.00	75.00	✓	ASI DG12 Table 3
Clearance, bottom spo	[mm]	65.00	40.00	75.00	✓	ASI DG12 Table 3
<u>CHECK 22 - Transverse stiffeners</u>						
Plate width, bs	[mm]	120.00	70.05	147.55	✓	DG. 12 p. 62
Plate thickness, ts	[mm]	10.00	7.40	--	✓	DG. 12 p. 62

DESIGN CHECK

Verification	Unit	Capacity	Demand	Ctrl EQ	Ratio	References
<u>CHECK 2 - Capacity of flange welds to beam</u>						
Top flange weld to beam	[KN]	435.38	258.86	DL	0.59	Handbook 1 Sec. 4.5, CI 9.7.3.10
<u>CHECK 3 - Capacity of web welds to beam</u>						
Web fillet weld shear capacity	[KN]	886.91	43.00	DL	0.05	Handbook 1 Sec. 4.5, CI 9.7.3.10
Web fillet weld axial capacity	[KN]	886.91	649.20	DL	0.73	Handbook 1 Sec. 4.5, CI 9.7.3.10
<u>CHECK 4 - Capacity of bolts at tension flange</u>						
Bottom bolts moment capacity	[KN*m]	164.10	152.00	DL	0.93	CI. 9.3.2.2, DG12 Sec. 9.4
<u>CHECK 5 - Capacity of bolts in shear</u>						
Bolts shear capacity	[KN]	185.24	43.00	DL	0.23	CI. 9.3.2.1, DG12 Sec. 9.5
<u>CHECK 6 - Capacity of end plate at tension flange</u>						
End plate tension bottom flange capacity	[KN*m]	198.17	152.00	DL	0.77	DG12 Sec. 9.6, DG12 Sec. 9.4
<u>CHECK 7 - Capacity of end plate in shear</u>						
- No bolts outside tension flange - check not required						
<u>CHECK 14/20 - Column web compression buckling</u>						
Column web compression buckling	[KN]	1023.26	0.00	DL	0.00	DG. 11 p. 28
<u>CHECK 15/21 - Column web panel in shear</u>						
Column web panel in shear resistance	[KN]	506.05	258.86	DL	0.51	DG. 11 p. 29

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<u>CHECK 23 - Column with transverse stiffeners at compression flange</u>						
Top flange stiffener/web cruciform section yield	[KN]	1131.57	258.86	DL	0.23	DG. 12 p. 45
Top flange stiffener/web cruciform section buckling	[KN]	1676.78	258.86	DL	0.15	DG. 12 p. 49
Top flange side weld capacity	[KN]	760.13	411.52	DL	0.54	Handbook 1 Sec. 4.5
<u>CHECK 22 - Column with transverse stiffeners at tension flange</u>						
Column flange local bending at beam bottom flange	[KN]	280.06	182.16	DL	0.65	Cl. 9.3.2.2, DG12 Sec. 9.4
Bottom flange yield capacity	[KN]	561.60	68.52	DL	0.12	DG. 12 p. 61, DG. 12 p. 41
Bottom flange end weld capacity	[KN]	350.68	68.52	DL	0.20	Handbook 1 Sec. 4.5
Global critical strength ratio		0.93				

NOTES

- Unsuitable steel beam grade for recommended detailing, should be grade 300 or grade 350.

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 Date: **24/11/2021**



Supporting Connection Hand Calculations:

Rafter to Column:

$$M^* = 151 \text{ kNm}$$

$$\text{Minimum design actions} = 0.5 \times \text{thiMbx} = 0.5 \times 260 = 130 \text{ kNm}$$

$$N^*t = 151 \text{ kNm} / (0.591 - 0.0148 - 0.04 - 0.025) = \underline{295.5 \text{ kN}}$$

Bolts:

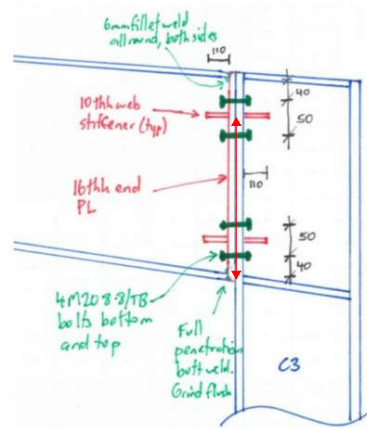
$$4 \text{ M20 8.8/TB bolts at tensile face} \Rightarrow 4 \times 163 = 652 \text{ kN}$$

=> Bolts ok

Plate:

$$\text{thiNp} = 0.9 \times 250 \times 228 \times (16^3) / 45 = \underline{291.8 \text{ kN}}$$

=> Plate fails - Gussets adopted to provide additional stiffness (101%)



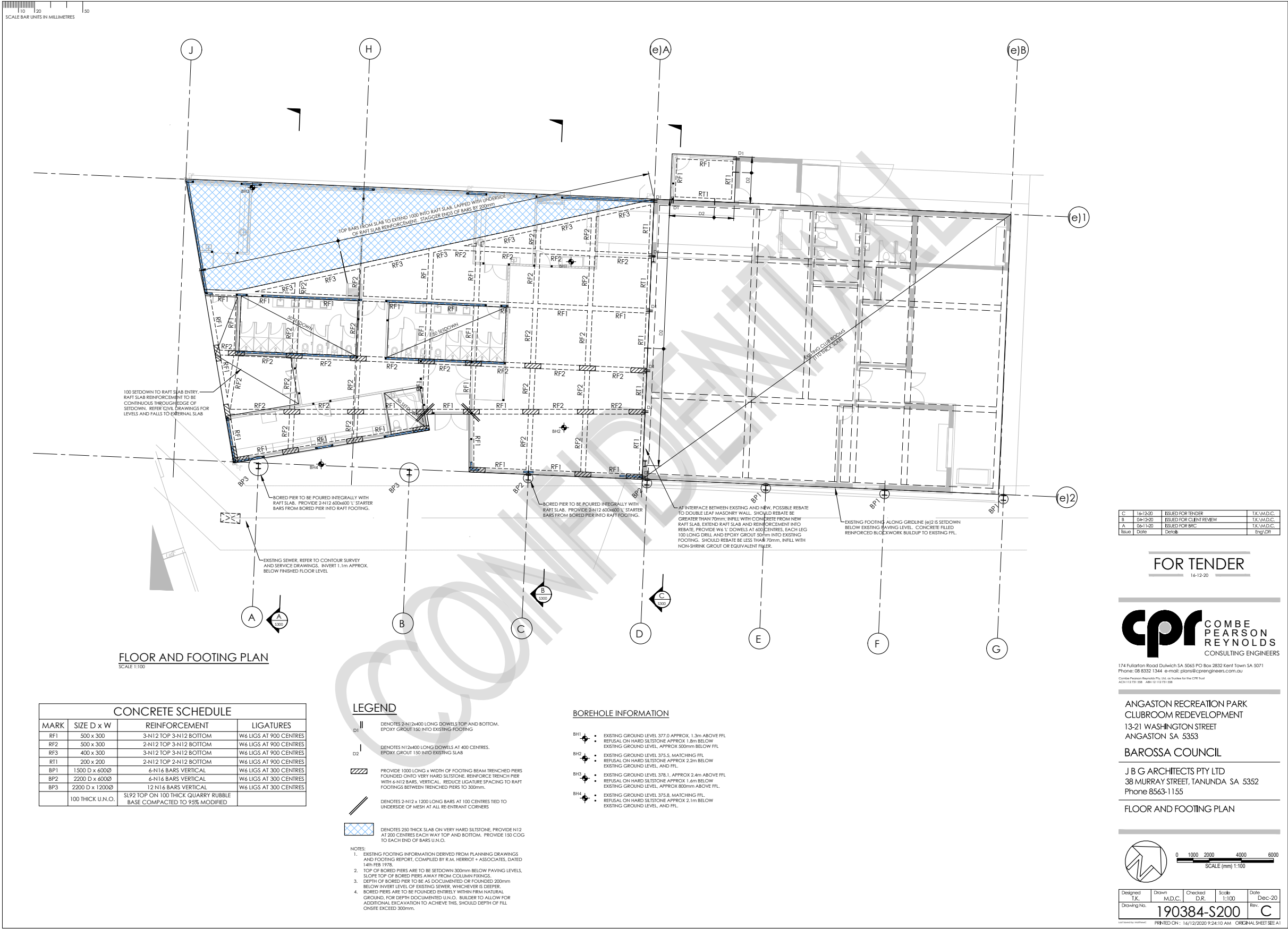


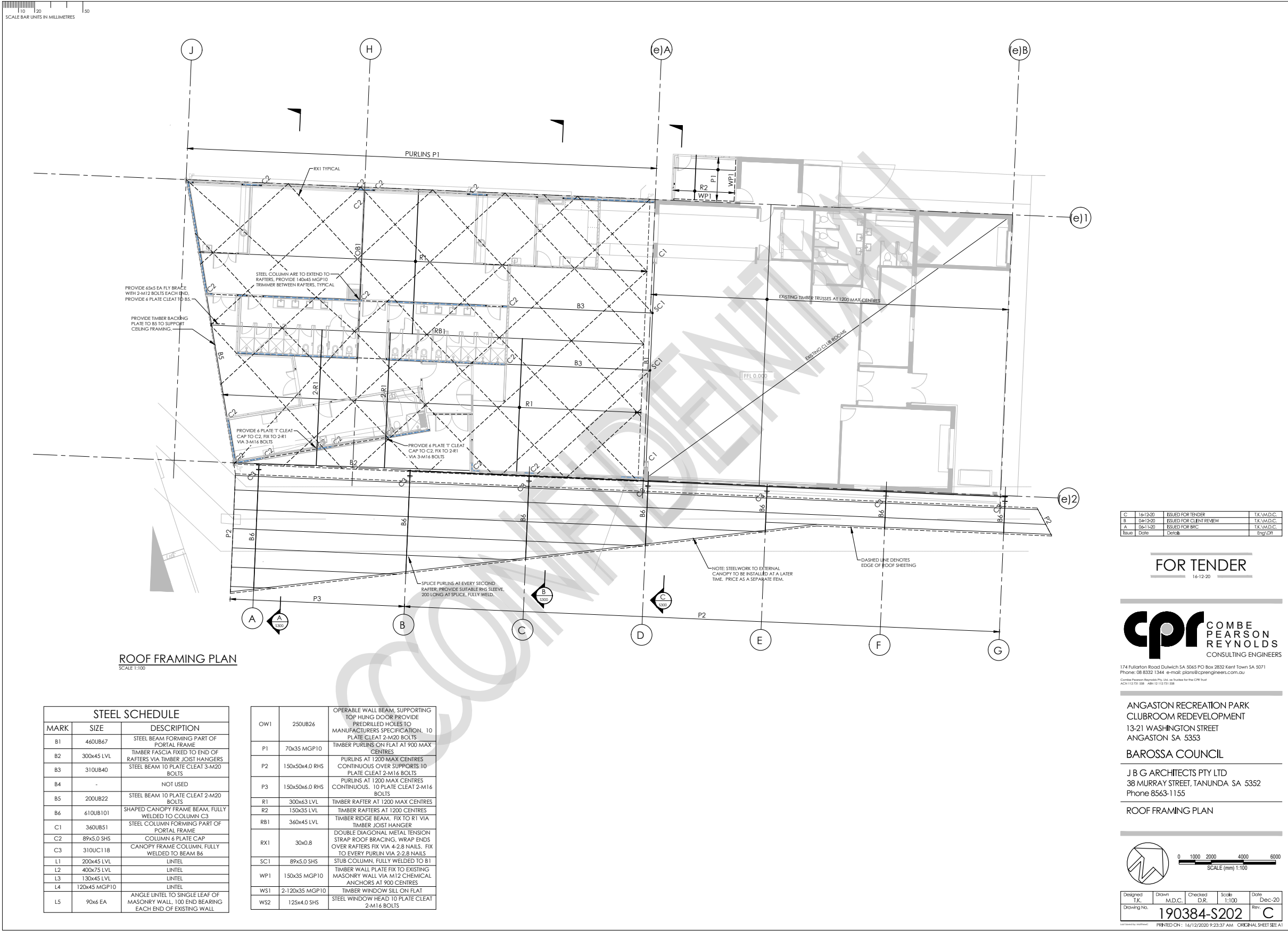
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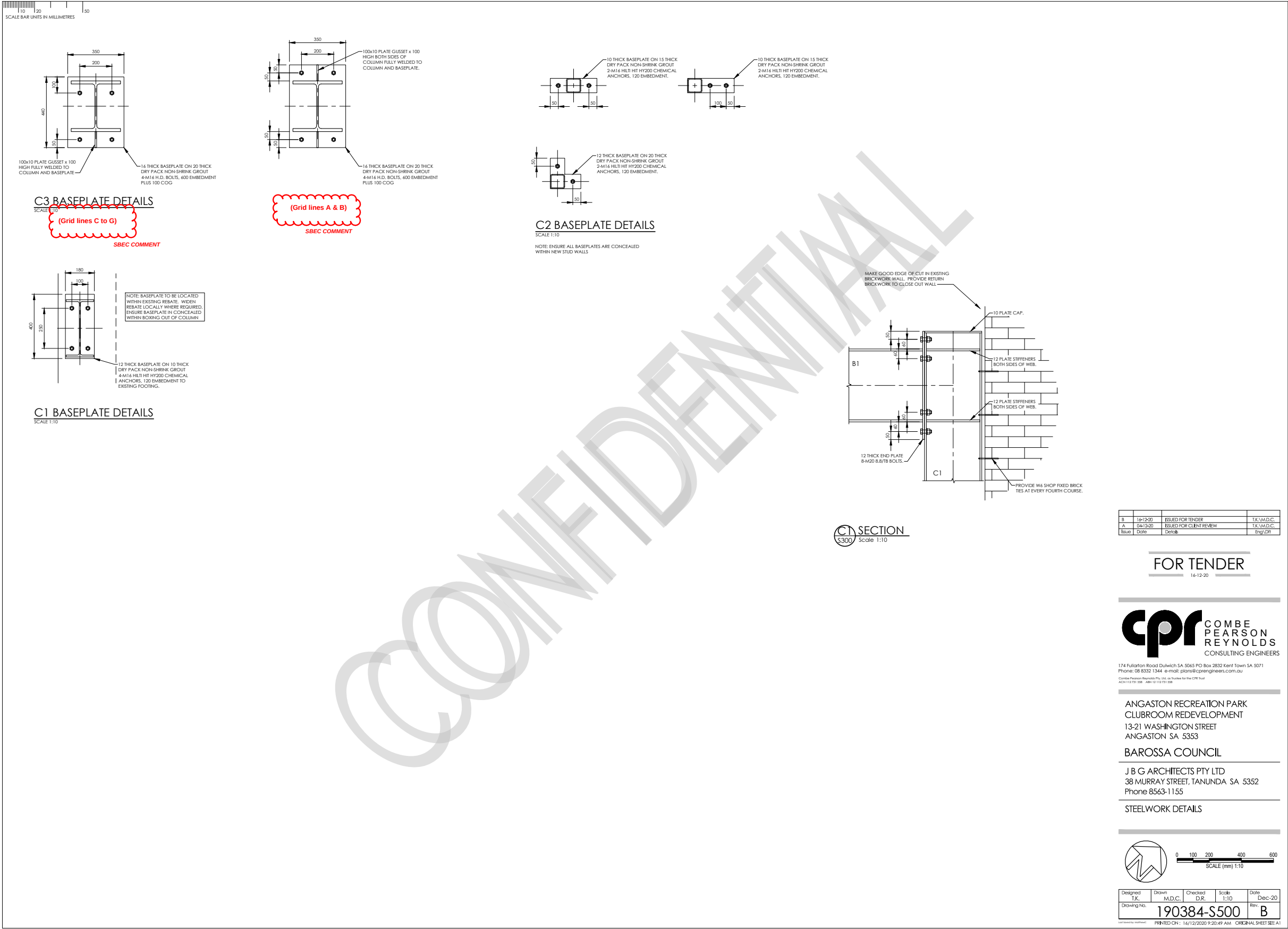
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ADELAIDE | BAROSSA | PORT PIRIE







From: [Timothy Keen](#)
To: [Matthew Bishop](#)
Cc: [Sophie](#); [Rick Schloithe](#); [Joanne Thomas](#)
Subject: RE: Angas Rec Park: Connection details for the Veranda Columns
Date: Tuesday, 25 May 2021 8:59:11 AM
Attachments: [image010.png](#)
[image011.png](#)
[image013.png](#)
[image014.png](#)

Bingo – Matt!

Lets run with that.

Regards,
Timothy Keen

CPR Engineers



Civil and Structural Consulting Engineers

A- L1, 174 Fullarton Road DULWICH SA 5065

P- PO Box 2832 Kent Town SA 5071

T- +61 8 8332 1344 **M-** 0431 986 283

www.cprengineers.com.au

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From: Matthew Bishop [mailto:matt@bishopbuilding.com.au]
Sent: Tuesday, 25 May 2021 8:56 AM
To: Timothy Keen <timothyk@cprengineers.com.au>
Cc: Sophie <sophie@bishopbuilding.com.au>; 'Rick Schloithe' <rick@jimallenassoc.com.au>; Joanne Thomas <jthomas@barossa.sa.gov.au>
Subject: RE: Angas Rec Park: Connection details for the Veranda Columns

Hi Timothy

Please see below revised detail for column/rafter connection.
Thanks all for speedy response.

Regards,

Matthew Bishop

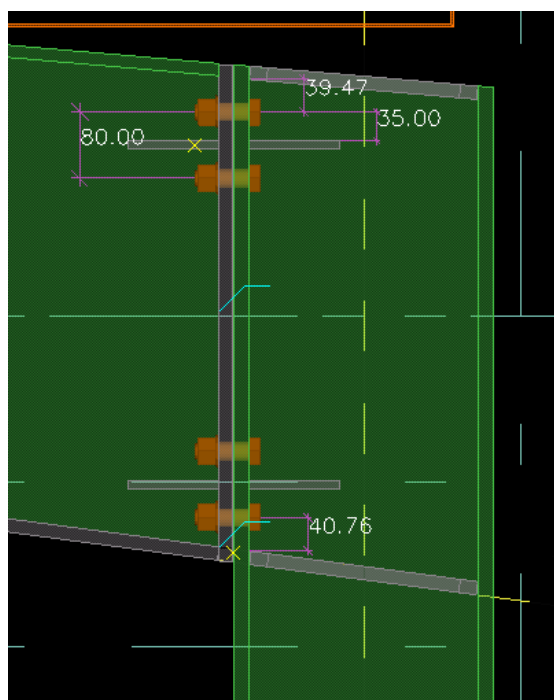
M: 0417 773 430

E: matt@bishopbuilding.com.au
W: bishopbuilding.com.au
A: 12 Brown St, Kapunda SA 5373



From: Michael Grech <michael@jgdesigns.com.au>
Sent: Tuesday, 25 May 2021 8:45 AM
To: Matthew Bishop <matt@bishopbuilding.com.au>; 'Brett Langstreth' <blangstreth@strangioss.com.au>
Cc: 'Annie Vu' <avu@strangioss.com.au>; 'Domenic Strangio' <dstrangio@strangioss.com.au>; Sophie <sophie@bishopbuilding.com.au>
Subject: RE: Angas Rec Park: Connection details for the Veranda Columns

Looks better at my end – I will proceed as shown below



Regards,

Michael Grech | Structural Detailer | **JG DESIGN & DRAFTING P/L**
21 Pine Lodge Cres, Grange
M: 0403 305 800
E: michael@jgdesigns.com.au | www.jgdesigns.com.au



From: Matthew Bishop <matt@bishopbuilding.com.au>
Sent: Tuesday, 25 May 2021 8:40 AM
To: Brett Langstreth <blangstreth@strangioss.com.au>; Michael Grech <michael@jgdesigns.com.au>
Cc: Annie Vu <avu@strangioss.com.au>; Domenic Strangio <dstrangio@strangioss.com.au>; Sophie <sophie@bishopbuilding.com.au>
Subject: RE: Angas Rec Park: Connection details for the Veranda Columns

Hi Brett

See attached email from the Engineer.
Can you make 80mm work?

Regards,

Matthew Bishop

M: 0417 773 430
E: matt@bishopbuilding.com.au
W: bishopbuilding.com.au
A: 12 Brown St, Kapunda SA 5373



From: Brett Langstreth <blangstreth@strangioss.com.au>
Sent: Tuesday, 25 May 2021 8:34 AM
To: Michael Grech <michael@jgdesigns.com.au>; Matthew Bishop <matt@bishopbuilding.com.au>
Cc: Annie Vu <avu@strangioss.com.au>; Domenic Strangio <dstrangio@strangioss.com.au>; Sophie <sophie@bishopbuilding.com.au>
Subject: RE: Angas Rec Park: Connection details for the Veranda Columns

Morning Gentlemen,

50 mm bolt spacing will be too close for a 32mm nut and 40 ish dia washer to fit next to the stiffener. 10mm stiffener 6mm welding either side 50mm will not work needs to be 90mm between bolts please? (we will need to be able to fit a ring spanner or socket over the nut at a minimum see picture below has no allowance for welding in the bolt clearance.)

Project Manager**Strangio Structural Steel**

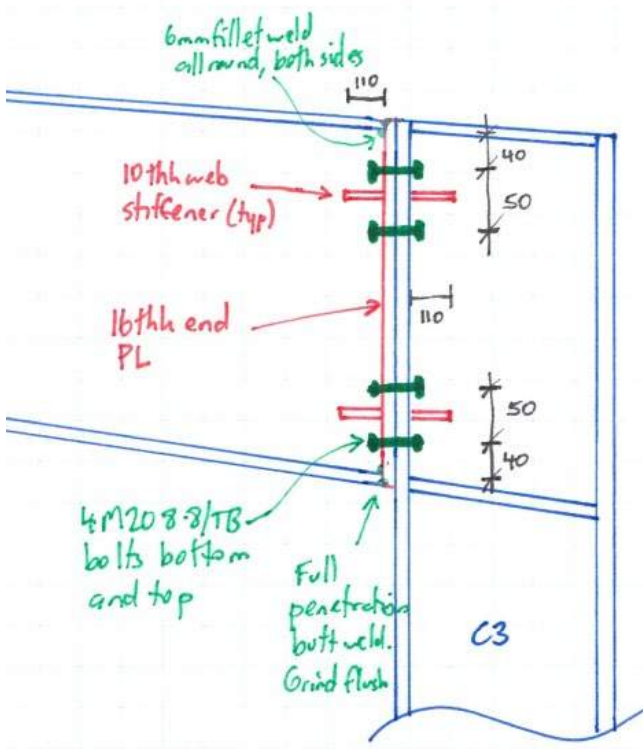
180 Gorge Road Newton SA 5074

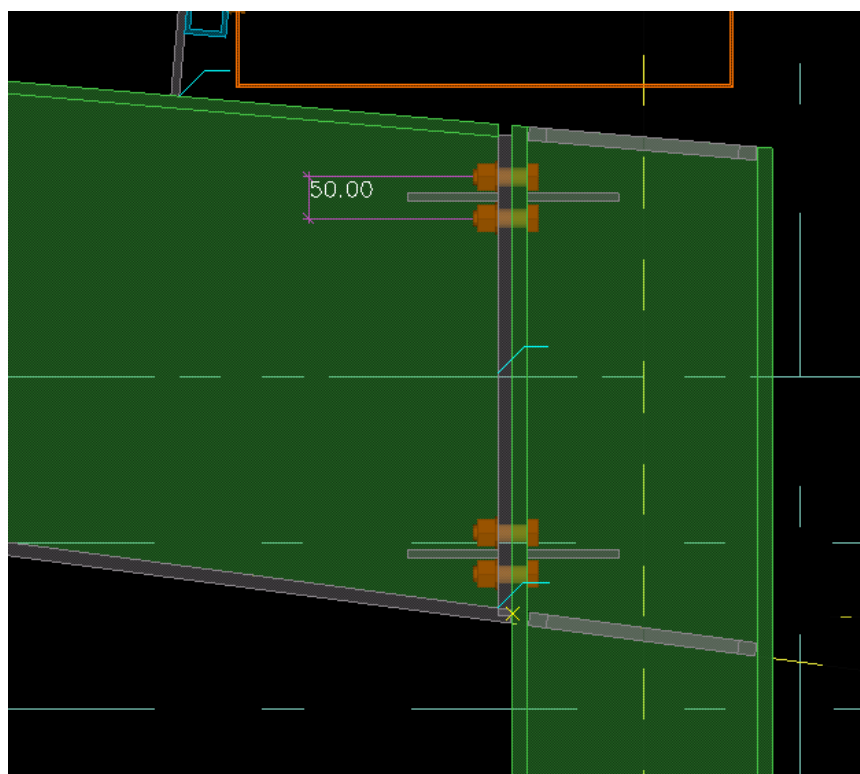
M: 0403 325 093 **P:** 08 8122 1377 **F:** 08 8155 6100**E:** blangstreth@strangioss.com.au

From: Michael Grech <michael@jgdesigns.com.au>**Sent:** Tuesday, 25 May 2021 8:16 AM**To:** 'Matthew Bishop' <matt@bishopbuilding.com.au>**Cc:** Brett Langstreth <blangstreth@strangioss.com.au>; Annie Vu <avu@strangioss.com.au>; Domenic Strangio <dstrangio@strangioss.com.au>; 'Sophie' <sophie@bishopbuilding.com.au>**Subject:** RE: Angas Rec Park: Connection details for the Veranda Columns

Thanks Matthew I will make the changes asap.

Can we check the bolt spacing with the engineers please. 50mm bolt spacing is very tight for an M20 bolt, however they are also showing a 10mm stiffener plate between this spacing. I don't think this is physically possible. Is there any reason why the bolt spacing is so small for such a large beam?





Regards,

Michael Grech | Structural Detailer | **JG DESIGN & DRAFTING P/L**

21 Pine Lodge Cres, Grange

M: 0403 305 800

E: michael@jgdesigns.com.au | www.jgdesigns.com.au



From: Matthew Bishop <matt@bishopbuilding.com.au>

Sent: Tuesday, 25 May 2021 7:09 AM

To: Michael Grech <michael@jgdesigns.com.au>

Cc: Brett Langstreth <blangstreth@strangiooss.com.au>; Annie Vu <avu@strangiooss.com.au>; Domenic Strangio <dstrangio@strangiooss.com.au>; Sophie <sophie@bishopbuilding.com.au>

Subject: FW: Angas Rec Park: Connection details for the Veranda Columns

Hi All

We have approval to go with a bolted connection.
See attached image.
They would like all columns for the canopy to be the same so the look is consistent.

Dom, I do need to know if this will vary the cost at all.

Thanks

Regards,

Matthew Bishop

M: 0417 773 430
E: matt@bishopbuilding.com.au
W: bishopbuilding.com.au
A: 12 Brown St, Kapunda SA 5373



This email has been checked for viruses by Avast antivirus software.
www.avast.com



Our Ref: JM2:PT1:A221908

Mellor Olsson Lawyers
ABN 44 157 825 957
lawyers@molawyers.com.au

14 October 2022

David Reynolds
Director – CPR Engineers
PO BOX 2832
Kent Town SA 5071

By Email : davidr@cprengineers.com.au

Without prejudice

Dear David

ANGAS RECREATION PARK CANOPY – THE BAROSSA COUNCIL

We are writing to you on behalf of the Barossa Council (**Council**) in relation to the Angaston Recreation Park Canopy collapse, redesign and rebuild, which as you know has resulted in Council incurring significant out of pocket costs at this point in time.

We understand that Council and CPR Engineers are committed to a reasonable and fair settlement of this matter, which preserves the positive working relationship between Council and CPR Engineers, acknowledging Council's expenses in rebuilding the collapsed canopy.

Further, by resolving the matter between the parties directly it will avoid the need for CPR Engineers to involve its insurers which we understand is your preference.

At the completion of the rebuild, Council will have incurred costs of \$242,477.15 (excl GST) in total. The complete cost summary and itemised cost list has been enclosed with this letter for your reference.

In consideration of the above, Council are prepared to agree to a sum of **\$242,000.00 (excl GST)** to be paid by CPR Engineers to Council to effect a full and final settlement of this matter.

Council understands that this is a significant sum of money to be paid in one instalment. We are instructed that Council is open to discussing a variety of possible payment models, including for example:

- The payment of the settlement amount in equal monthly instalments; or

Adelaide
Pirie House, Level 6, 89 Pirie Street
Adelaide SA 5000

GPO Box 74 Adelaide SA 5001

P 08 8414 3400
F 08 8414 3444

Port Lincoln
11 Mortlock Terrace
Port Lincoln SA 5606

PO Box 411 Port Lincoln SA 5606

P 08 8682 3133
F 08 8682 6030

Clare
165 Main North Road
Clare SA 5453

PO Box 671 Clare SA 5453

P 08 8842 1833
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(By appointment only)

Barossa Valley, Bordertown,
Kadina, Keith, McLaren Vale

P 1300 414 414
F 08 8414 3444

- 2 -

14 October 2022

- A hybrid model, with a proportion of the settlement amount being paid in a lump sum upfront and the other portion in the form of credit with CPR Engineers for future consulting and design services.

Council would also be open to considering any other payment models that CPR Engineers put forward.

However, Council notes that any payment methods involving instalments or credits will be subject to annual CPI indexation and a maximum repayment period of three (3) years.

As previously mentioned, Council have made it clear to us that they value the relationship with CPR Engineers and are eager to continue to work with CPR Engineers moving forward.

Please confirm that the settlement amount set out in this letter is agreed, and further your preferred method of payment.

We look forward to your response.

Yours faithfully
MELLOR/OLSSON



JAMES MCEWEN
Partner

Email: jmcewen@molawyers.com.au
Phone: (08) 8414 3494 (Adelaide)

Confidential Council Meeting

21 February 2023

Confidential Attachment 2

Our Ref: SAR:MM:220298
7 November 2022



FBR Law Pty Ltd
ABN 79 135 975 263
123 Wright Street
Adelaide SA 5000
T +61 8 8272 3644
F +61 8 8272 3655
www.fbrlaw.com.au

Mellor Olsson
GPO Box 74
ADELAIDE SA 5000

Attention: James McEwen

Email: jmcewen@molawyers.com.au

Dear Sir

YOUR CLIENT: THE BAROSSA COUNCIL
OUR CLIENT: COMBE PEARON REYNOLDS PTY LTD

1. We act for Combe Pearson Reynolds Pty Ltd.
2. We refer to your letter dated 14 October 2022 addressed to our client.
3. Would you please note our interest and direct all further communication to our office.
4. Whilst we have taken preliminary instructions from our client, in order to respond more fully to the matters the subject of the correspondence and the offer of settlement, could you please provide copies of the support documents referenced in the cost summary and itemised cost list that was enclosed with your letter.
5. We thank you in anticipation.

Yours faithfully
FBR Law

Sean Ryan
sean@fbrlaw.com.au

Transaction I Angas Recreation Park Canopy Rebuild

Asset Number 601792

Date	Reference	Type	Period	Amount	Balance Amt	Narrative
22/03/2022	051-843267	APINVOICE	10	1,263.72	1,263.72	Contract Works Insurance Angas Rec Park Clubrooms - new canopy LOCAL GOVERNMENT
13/04/2022	GJ030613	GENJNL	10	-1,263.72	0.00	Ang Rec Pk Club Canopy Contract Insurance Correcting to Capital
7/12/2021	INV-0875	APINVOICE	6	3,500.00	3,500.00	Angas RP canopy engineering report Schmidt Bentley
31/01/2022	GJ030489	GENJNL	8	7.37	3,507.37	Salaries allocation to capital - ARandal Pay Ending: 31/01/22 - 0.17 hour(s)
10/02/2022	BB-1399	APINVOICE	9	35,112.00	38,619.37	Angas RP clubroom canopy associated work Bishop Building
24/03/2022	INV-1169	APINVOICE	9	6,650.00	45,269.37	Canopy redesign engineering Angas Rec Pk Schmidt Bentley
13/04/2022	GJ030613	GENJNL	10	1,263.72	46,533.09	Ang Rec Pk Club Canopy Contract Insurance Correcting to Capital
15/04/2022	AQ002187	ACQJNL	11	12.52	46,545.61	GST removal from stamp duty - Insurance Inv 051-843267
6/06/2022	1949.12	APINVOICE	12	3,773.00	50,318.61	Angas Rec Park Canopy Redesign J B G ARCHITECT
6/06/2022	1949.13	APINVOICE	12	1,504.00	51,822.61	Angas Rec Park Canopy Redesign J B G ARCHITECT
22/11/2021	PV 221121	APINVOICE	5	106.55	51,929.16	Lunch & Drinks for site crew Rick Schloithe
28/04/2022	AQ002200	ACQJNL	12	380.91	52,310.07	Purchase Construction Industr CITB Levy
22/11/2021	GJ030322	GENJNL	5	1,087.98	53,398.05	Salaries allocation to capital - 1367 Pay Ending: 22/11/21 - 17.5 hour(s)
22/11/2021	GJ030322	GENJNL	5	207.55	53,605.60	Salaries allocation to capital - 1367 Pay Ending: 22/11/2021 3 hrs time and a
22/11/2021	GJ030322	GENJNL	5	553.46	54,159.06	Salaries allocation to capital - 1367 Pay Ending: 22/11/2021 6 hrs double time
22/11/2021	GJ030325	GENJNL	5	1,934.12	56,093.18	Salaries allocation to capital - 1130 Pay Ending: 22/11/21 - 21.25 hour(s)
6/12/2021	GJ030369	GENJNL	6	1,046.70	57,139.88	Salaries allocation to capital - 1130 Pay Ending: 06/12/21 - 11.5 hour(s)
6/12/2021	GJ030371	GENJNL	6	969.86	58,109.74	Salaries allocation to capital - 1200 Pay Ending: 06/12/21 - 8 hour(s)
6/12/2021	GJ030373	GENJNL	6	932.56	59,042.30	Salaries allocation to capital - 1367 Pay Ending: 06/12/21 - 15 hour(s)
20/12/2021	GJ030382	GENJNL	6	1,365.26	60,407.56	Salaries allocation to capital - 1130 Pay Ending: 20/12/21 - 15 hour(s)
20/12/2021	GJ030389	GENJNL	6	714.96	61,122.52	Salaries allocation to capital - 1367 Pay Ending: 20/12/21 - 11.5 hour(s)
20/12/2021	GJ030392	GENJNL	6	91.02	61,213.54	Salaries allocation to capital - 1130 Pay Ending: 20/12/21 - 1 hour(s) Adj
3/01/2022	GJ030422	GENJNL	7	546.10	61,759.64	Salaries allocation to capital - 1130 Pay Ending: 03/01/22 - 6 hour(s)
3/01/2022	GJ030424	GENJNL	7	310.85	62,070.49	Salaries allocation to capital - 1367 Pay Ending: 03/01/22 - 5 hour(s)
17/01/2022	GJ030436	GENJNL	7	409.58	62,480.07	Salaries allocation to capital - 1130 Pay Ending: 17/01/22 - 4.5 hour(s)
17/01/2022	GJ030443	GENJNL	7	404.11	62,884.18	Salaries allocation to capital - 1367 Pay Ending: 17/01/22 - 6.5 hour(s)
31/01/2022	GJ030472	GENJNL	8	136.53	63,020.71	Salaries allocation to capital - 1130 Pay Ending: 31/01/22 - 1.5 hour(s)
31/01/2022	GJ030480	GENJNL	8	155.43	63,176.14	Salaries allocation to capital - 1367 Pay Ending: 31/01/22 - 2.5 hour(s)
31/01/2022	GJ030487	GENJNL	8	7.37	63,183.51	Salaries allocation to capital - ARandal Pay Ending: 31/01/22 - 0.17 hour(s)
31/01/2022	GJ030489	GENJNL	8	-7.37	63,176.14	Salaries allocation to capital - Arandal Pay Ending: 31/01/22 - 0.17 hour(s)
14/02/2022	GJ030497	GENJNL	8	273.05	63,449.19	Salaries allocation to capital - 1130 Pay Ending: 14/02/22 - 3 hour(s)
14/02/2022	GJ030504	GENJNL	8	559.53	64,008.72	Salaries allocation to capital - 1367 Pay Ending: 14/02/22 - 9 hour(s)
28/02/2022	GJ030542	GENJNL	9	90.92	64,099.64	Salaries allocation to capital - 1200 Pay Ending: 28/02/22 - 0.75 hour(s)
28/02/2022	GJ030547	GENJNL	9	124.34	64,223.98	Salaries allocation to capital - 1367 Pay Ending: 28/02/22 - 2 hour(s)
14/03/2022	GJ030556	GENJNL	9	136.53	64,360.51	Salaries allocation to capital - 1130 Pay Ending: 14/03/22 - 1.5 hour(s)
14/03/2022	GJ030563	GENJNL	9	279.77	64,640.28	Salaries allocation to capital - 1367 Pay Ending: 14/03/22 - 4.5 hour(s)
28/03/2022	GJ030577	GENJNL	9	204.79	64,845.07	Salaries allocation to capital - 1130 Pay Ending: 28/03/22 - 2.25 hour(s)
28/03/2022	GJ030583	GENJNL	9	341.94	65,187.01	Salaries allocation to capital - 1367 Pay Ending: 28/03/22 - 5.5 hour(s)

11/04/2022	GJ030618	GENJNL	10	404.11	65,591.12	Salaries allocation to capital - 1367 Pay Ending: 11/04/22 - 6.5 hour(s)
11/04/2022	GJ030615	GENJNL	10	546.10	66,137.22	Salaries allocation to capital - 1130 Pay Ending: 11/04/22 - 6 hour(s)
25/04/2022	GJ030637	GENJNL	10	124.34	66,261.56	Salaries allocation to capital - 1367 Pay Ending: 25/04/22 - 2 hour(s)
25/04/2022	GJ030631	GENJNL	10	136.53	66,398.09	Salaries allocation to capital - 1130 Pay Ending: 25/04/22 - 1.5 hour(s)
26/04/2022	GJ030641	GENJNL	10	97.11	66,495.20	Contractor allocation to capital - 05942 Pay Period Jan 2022 - Mar 2022'
9/05/2022	GJ030673	GENJNL	11	31.86	66,527.06	Salaries allocation to capital - 1130 Pay Ending: 09/05/22 - 0.35 hour(s)
9/05/2022	GJ030681	GENJNL	11	45.24	66,572.30	Contractor allocation to capital - 05942 Pay Period 11 Apr to 9 May 2022
23/05/2022	GJ030698	GENJNL	11	546.10	67,118.40	Salaries allocation to capital - 1130 Pay Ending: 23/05/22 - 6 hour(s)
23/05/2022	GJ030699	GENJNL	11	121.23	67,239.63	Salaries allocation to capital - 1200 Pay Ending: 25/04/22 - 1 hour(s)
6/06/2022	GJ030745	GENJNL	12	455.09	67,694.72	Salaries allocation to capital - 1130 Pay Ending: 06/06/22 - 5 hour(s)
20/06/2022	GJ030767	GENJNL	12	796.40	68,491.12	Salaries allocation to capital - 1130 Pay Ending: 20/06/22 - 8.75 hour(s)
20/06/2022	GJ030768	GENJNL	12	121.23	68,612.35	Salaries allocation to capital - 1200 Pay Ending: 20/06/22 - 1 hour(s)
20/06/2022	GJ030781	GENJNL	12	107.49	68,719.84	Contractor allocation to capital - 05942 Pay Period 23 May 2022 - 20 June 2022
30/06/2022	PY003652	PYEARJNL	13	18.18	68,738.02	transfer from Capital to Operating exp transfer from Capital to Operating exp
30/06/2022	PY003652	PYEARJNL	13	42.43	68,780.45	transfer from Capital to Operating exp transfer from Capital to Operating exp
30/06/2022	PY003652	PYEARJNL	13	68.37	68,848.82	transfer from Capital to Operating exp transfer from Capital to Operating exp
30/06/2022	PY003652	PYEARJNL	13	68.37	68,917.19	transfer from Capital to Operating exp transfer from Capital to Operating exp
30/06/2022	PY003652	PYEARJNL	13	68.37	68,985.56	transfer from Capital to Operating exp transfer from Capital to Operating exp
31/07/2022	BB-1512	APINVOICE	2	77,428.88	77,428.88	Angas Recreation Park - Canopy Reinstate Bishop Building
5/09/2022	BB-1535	APINVOICE	3	80,733.90	158,162.78	Angas Recreation Park - Canopy Reinstate Bishop Building
18/07/2022	GJ030842	GENJNL	1	204.79	158,367.57	Salaries allocation to capital - 1130 Pay Ending: 18/07/22 - 2.25 hour(s)
18/07/2022	GJ030846	GENJNL	1	559.53	158,927.10	Salaries allocation to capital - 1367 Pay Ending: 18/07/22 - 9 hour(s)
1/08/2022	GJ030890	GENJNL	2	273.05	159,200.15	Salaries allocation to capital - 1130 Pay Ending: 01/08/22 - 3 hour(s)
1/08/2022	GJ030894	GENJNL	2	186.51	159,386.66	Salaries allocation to capital - 1367 Pay Ending: 01/08/22 - 3 hour(s)
15/08/2022	GJ030898	GENJNL	2	45.51	159,432.17	Salaries allocation to capital - 1130 Pay Ending: 15/08/22 - 0.5 hour(s)
15/08/2022	GJ030905	GENJNL	2	62.17	159,494.34	Salaries allocation to capital - 1367 Pay Ending: 15/08/22 - 1 hour(s)
15/08/2022	GJ030907	GENJNL	2	190.49	159,684.83	Contractor allocation to capital - 05942 Pay Period 23 May 2022 - 20 June 2022
29/08/2022	GJ030950	GENJNL	3	54.61	159,739.44	Salaries allocation to capital - 1130 Pay Ending: 08/29/22 - 0.6 hour(s)
29/08/2022	GJ030957	GENJNL	3	62.17	159,801.61	Salaries allocation to capital - 1367 Pay Ending: 08/29/22 - 1 hour(s)
12/09/2022	GJ030964	GENJNL	3	119.12	159,920.73	Salaries allocation to capital - 1130 Pay Ending: 09/12/22 - 1.25 hour(s)
12/09/2022	GJ030970	GENJNL	3	497.36	160,418.09	Salaries allocation to capital - 1367 Pay Ending: 09/12/22 - 8 hour(s)
12/09/2022	GJ030973	GENJNL	3	11.14	160,429.23	Salaries allocation to capital - 1407 PAY ENDING: 09/12/22 - 0.33 HOUR(S)
Actuals to Date				229,414.79		
Retention and Final Commitments				13,062.36		
Estimated Costs for Clean Up, Resign, Requoting and Rebuilding				242,477.15		
Internal Costs				19,055.86		

Direct Cash Costs

223,421.29

CONFIDENTIAL



Our Ref: JM2:CSP:A221908

Mellor Olsson Lawyers
ABN 44 157 825 957
lawyers@molawyers.com.au

15 November 2022

Sean Ryan
FBR Law
123 Wright Street
Adelaide SA 5000

By Email : sean@fbrlaw.com.au

Dear Sean

ANGAS RECREATION PARK CANOPY – THE BAROSSA COUNCIL

We refer to your letter dated 7 November 2022.

We confirm that attached to the same email as this letter are additional documents in support of the claim set out in our letter of 14 October 2022, as requested.

The invoices provided are commercial in confidence and for the purpose of allowing your client to assess the validity of our client's claim only.

Council will not be providing internal employee timesheets. The spreadsheet originally provided has been updated to include relevant employee titles, and already sets out the key information being the time and dates of costs allocated to the project for the various officers' time.

Further, we confirm that it is now our client's preference that this matter be resolved by way of the full payment of the settlement amount rather than converting any portion of that amount into the form of credit with CPR Engineers for future consulting and design services.

Following your review of the additional documentation provided, please confirm as soon as possible that the settlement amount of **\$242,000.00** (excl. GST) is agreed and will be paid by CPR Engineers to Council to effect a full and final settlement of this matter.

We look forward to your response.

Adelaide
Pirie House, Level 6, 89 Pirie Street
Adelaide SA 5000

GPO Box 74 Adelaide SA 5001

P 08 8414 3400
F 08 8414 3444

Port Lincoln
11 Mortlock Terrace
Port Lincoln SA 5606

PO Box 411 Port Lincoln SA 5606

P 08 8682 3133
F 08 8682 6030

Clare
165 Main North Road
Clare SA 5453

PO Box 671 Clare SA 5453

P 08 8842 1833
F 08 8842 1811

Regional Offices
(By appointment only)

Barossa Valley, Bordertown,
Kadina, Keith, McLaren Vale

P 1300 414 414
F 08 8414 3444

PA221908_008.doc

- 2 -

15 November 2022

Yours faithfully
MELLOR OLSSON


JAMES MCEWEN
Partner
Email: jmcewen@molawyers.com.au
Phone: (08) 8414 3494 (Adelaide)

CONFIDENTIAL

PA221908_008.doc



TAX INVOICE

Barossa Council
PO Box 867
NURIOOTPA SA 5355

Invoice Date
5 Sep 2022

Invoice Number
BB-1535

Reference
Angas Recreation Park -
Canopy re-build - 02

ABN
52 623 961 651

Draig Desert Rose Pty Ltd
T/A Bishop Building
PO Box 478
Kapunda SA 5373
Ph: 0417 773 430
Web:
www.bishopbuilding.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Angas Recreation Park Order No 00-000297 Contract Ref C0442/2021 Progress Claim 02				
Labour and materials as per breakdown.	1.00	80,733.90	10%	80,733.90
Subtotal				80,733.90
TOTAL GST 10%				8,073.39
TOTAL AUD				88,807.29

Due Date: 12 Sep 2022
Please include invoice number in the payment description
Account name: Draig Working Account
BSB: 484799 ACC: 609679189

REVIEWED
By Rick Schloithe at 10:11 am, Sep 06, 2022



TAX INVOICE

Barossa Council
PO Box 867
NURIOOTPA SA 5355

Invoice Date
31 Jul 2022

Invoice Number
BB-1512

Reference
Angas Recreation Park -
Canopy re-build - 01

ABN
52 623 961 651

Draig Desert Rose Pty Ltd
T/A Bishop Building
PO Box 478
Kapunda SA 5373
Ph: 0417 773 430
Web: www.bishopbuilding.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Angas Recreation Park Order No 00-000297 Contract Ref C0442/2021 Progress Claim 01				
Labour and materials as per breakdown.	1.00	77,428.88	10%	77,428.88
Subtotal				77,428.88
TOTAL GST 10%				7,742.89
TOTAL AUD				85,171.77

Due Date: 7 Aug 2022
Please include invoice number in the payment description
Account name: Draig Working Account
BSB: 484799 ACC: 609679189

REVIEWED
By Rick Schloithe at 9:14 am, Aug 04, 2022



TAX INVOICE

Barossa Council
PO Box 867
NURIOOTPA SA 5355

Invoice Date
10 Feb 2022

Invoice Number
BB-1399

Reference
Canopy Clean up Works

ABN
52 623 961 651

Draig Desert Rose Pty Ltd
T/A Bishop Building
PO Box 478
Kapunda SA 5373
Ph: 0417 773 430
Web: www.bishopbuilding.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Clean up costs, labour and materials, for Canopy Collapse Order No 02-010060 Costs outlined below:				
1 - Re-texture walls in column locations	1.00	650.00	10%	650.00
2 - Building materials, hardware and fixings, for temporary Marine Ply boxing, demolition work, remediation work	1.00	836.00	10%	836.00
3 - Crane Services - Barossa Valley Cranes	1.00	4,100.00	10%	4,100.00
4 - Tom Feist Civil Construction - Ramp clean up, paving rubble re-do, make good, concrete removal and dumping, labour and materials	1.00	6,520.00	10%	6,520.00
5 - Demolition labour - BB Team and Sustainable Demolition - for cutting and removal of concrete plinths, cutting and laydown of canopy structure. Inclusive of: BB Director - 12 hrs @ \$100 BB Site Supervisor - 9.5 hrs @ \$80 BB Tradesman - 5.5 hrs @ \$65 BB Apprentices - 29.5 hrs @ \$50 Sustainable demolition - \$2347.5	1.00	6,140.00	10%	6,140.00
6 - Electrical - make safe and lock off circuits	1.00	430.00	10%	430.00
7 - Lay pavers, lift laid pavers, and palletise pavers	1.00	2,180.00	10%	2,180.00
8 - Crane steel onto truck and remove from site and store externally for possible re-use Return to site, cut purlins, crane and remove C4 column and rafter, (which was still standing and propped), remove from site and store externally for possible re-use	1.00	8,050.00	10%	8,050.00
9 - Remove roof sheets from site Supply and install temporary flashing and guttering to the front Lost labour time - costs incurred	1.00	4,206.00	10%	4,206.00
10 - Administration, supervision, management	1.00	2,000.00	10%	2,000.00

Subtotal	35,112.00
TOTAL GST 10%	3,511.20
TOTAL AUD	38,623.20

Due Date: 17 Feb 2022
Please include invoice number in the payment description
Account name: Draig Working Account
BSB: 484799 ACC: 609679189

Tax Invoice No.

1949.12

Angaston Rec Park
AccountsPayable@barossa.sa.gov.au
Att: Jo Thomas
PO #02-010117

1949 Angaston Recreation Park
- Canopy Redesign



6/06/2022

Fees for Professional Services Rendered:	AUD
Architectural Services as noted on associated PSR	3,773.00
Disbursements as noted on associated PSR	

Subtotal	\$3,773.00
GST (10%)	\$377.30
Total Amount Due	\$4,150.30

A handwritten signature in black ink, appearing to be 'JK' or similar, located below the total amount due.

Thank You

Payment within 14 days is appreciated. Overdue payments may incur interest at current ANZ overdraft rates.

For Direct Deposit Payments:
account name: JBG Architects Pty Ltd
bsb no: 015726
acc no: 351116785
Please quote Tax Invoice No when making payment.

JBG Architects Pty Ltd
38 Murray St
Tanunda SA 5352
ABN 31852116195
jbgarchitects.com

Tax Invoice No.

1949.13



Angaston Rec Park
AccountsPayable@barossa.sa.gov.au
Att: Jo Thomas
PO #02-010117

1949 Angaston Recreation Park
- Canopy Redesign

6/06/2022

Fees for Professional Services Rendered:	AUD
Architectural Services as noted on associated PSR	1,504.00
Disbursements as noted on associated PSR	

Subtotal	\$1,504.00
GST (10%)	\$150.40
Total Amount Due	\$1,654.40

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JBG Architects Pty Ltd
38 Murray St
Tanunda SA 5352
ABN 31852116195
jbgarchitects.com



■ project status report

1949

220606

project:

ANGASTON RECREATION PARK - NEW CANOPY REDESIGN

council:

Barossa

JBG leader:

Barry

builder:

Bishop

Purpose of Project Status Report document:

- > to provide initial record of proposed and approved program, budgets + deliverables
- > monitor progress within updated program, budget + deliverables (subject to change throughout)
- > to provide periodic record for project parameter review and invoicing

Summary	Fee Status (GST excl)				
	Program		Budget	Expired	Remaining
	starting	ending			
Architectural Services Breakdown:					
Phase One: Conceptual Design	na		\$ -	\$ -	\$ -
Phase Two: Design Development	completed	Jan-22	\$ 2,700	\$ -	\$ 2,700
Phase Three: Cost Analysis	na		\$ -	\$ -	\$ -
Phase Four: Building Documentation	completed	Feb-22	\$ 1,200	\$ -	\$ 1,200
Phase Five: Interior	na		\$ -	\$ -	\$ -
Phase Six: Construction Documentation	completed		\$ 900	\$ -	\$ 900
Phase Seven: Construction Administration	ongoing	Jun-22	\$ 1,200	\$ -	\$ 1,200
Total Fee Calculations (excl GST)			\$ 6,000	\$ -	\$ 6,000
Contingency			\$ -	\$ -	\$ -
Disbursements:					
■ printing	JBG		incl	\$ -	\$ -
Total Disbursements (excl GST)			\$ -	\$ -	\$ -

Action Plan

text = task outstanding text = task in progress text = task completed

Phase One: Conceptual Design

na

Phase Two: Design Development

completed

- Revised planning drawings; 2 options current & new
- working group sign-off coordination; issue drawings for planning; submission to council
- Review of shop drawings for architectural intent

Phase Three: Cost Analysis

na

Phase Four: Building Documentation

completed

- prepare documentation appropriate for Building Certification
- (incl above CAD dwgs; construction floor plan + elevations; sections; details + building specification)
- compile and issue certification application

Phase Five: Interior

na

Phase Six: Construction Documentation

completed

- resolve approvals + issue construction documents for client to resolve selections; cost and contract establishment directly with builder
- (incl above CAD dwgs + any council conditions)

Phase Seven: Construction Administration

ongoing

- respond to client, builder, council queries
- undertake required inspections
- review of shop drawings and samples

Invoice Fee Status:

	Fee	Disb.
■ total approved fees (original + approved additional work + any contingency use)	\$ 6,000	
■ less previously invoiced	1,1949.12 \$ 3,773	\$ -
	1,1949.13 \$ 1,504	\$ -

This invoice (excl GST)

	\$ -	\$ -
--	------	------

Scope Review:

on agreed scope

Program Review:

on program - awaiting construction

Fee Review:

on budget

Authorised by: 

This procedure is integral to our Quality Assurance system for this project
1949 ARP Canopy PSR.xlsx

Page 1 of 1

Tax Invoice No.

1949.12



Angaston Rec Park
AccountsPayable@barossa.sa.gov.au
Att: Jo Thomas
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1949 Angaston Recreation Park
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6/06/2022

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6/06/2022

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■ project status report

1949

220606

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ANGASTON RECREATION PARK - NEW CANOPY REDESIGN

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Disbursements:					
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This Invoice (excl GST)

	\$ -	\$ -
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on agreed scope

Program Review:

on program - awaiting construction

Fee Review:

on budget

Authorised by: 

This procedure is integral to our Quality Assurance system for this project
1949 ARP Canopy PSR.xlsx

Page 1 of 1

THE BAROSSA COUNCIL PAYMENT VOUCHER FORM



Process Link:	Purchasing Process		
Form Owner:	Manager Financial Services	HPE Content Manager Ref:	17/54130[V2]
Document Control Officer:	Accounts Payable Officer	Current Approval Date:	11/2018

1. Purpose

This form is to be used for (but not limited to) the purposes of:

- ☐ Refunding an (over/part) payment from receipt number: _____
- ☒ Reimbursing expenditure - receipts **must be attached.**
- ☐ Refund deposit/bond (e.g. cage hire/trail hire) Hired ___/___/___ to ___/___/___ - see receipt # _____
- ☐ Community/Youth/Heritage Grant - meeting date of approval: _____
- Applicant name if different to payee: _____
- ☐ Other... Please detail: _____
- If applicable: CRM # _____ TRIM # _____

2. Payee Information

Payment is to be made to: Rick Schlotthe - Senior Technical Project Manager (EMP NO: 1367)

Of address: The Big Project Head Quarters - 46 Murray Street, Nurioolpa

Email address for remittance: rschlotthe@barossa.sa.gov.au Phone: 08 8563 8327

Creditor Number (if known): _____ Payee ABN: _____

3. EFT Payment Details **to be completed and signed by the Payee only**

Please note: Council's preferred payment method is by EFT. If this section is not completed by the Payee - a cheque must be drawn to the payee who made the original payment.

Bank Name: Peoples Choice Credit Union

Account Name: Richard Schlotthe

BSB Number: 805-050 Account Number: 2312246

Payee authorising Bank Details: Rick Schlotthe
Name Signature Date 17/01/2021

4. Allocation details and Authorisation

Amount	\$117.20	A/C#:	601792-829-971	Desc:	Lunch & drinks for Site Crew
Amount	\$7.00	A/C#:	463-735	Desc:	Spare Key for Stair Podlock
Amount	\$12.30	A/C#:	463-735	Desc:	Reflective Safety Vest

Staff Member submitting this form:

This payment is authorised in line with delegations by:

Name Signature Position Date 22/11/2021

This electronic copy is the approved version and is stored in Council's Record Management System (TRIM).
Printed copies are considered uncontrolled. Before using a printed copy please verify that it is the current version.
© The Barossa Council 2018

ARP Concess
D & M's Bakery Cafe
ABN: 41 721 522 958
36 Murray Street, Angaston SA 5353
Ph: (08) 8564 2424
Like us on Facebook & Instagram!
www.dmsbakerycafe.com
Tax Invoice
Receipt No. 0114373

BP4A
Valley Locksmiths and Security
Shop 1, 1 First Street, NURIOOTPA, SA 5355
Ph: 08-8562-2269, Fax: 08-8562-3369
ABN: 45 509 384 117, ACN: 152 156 262

Tax Invoice
All prices include GST
Invoice: 4,062,883 08-Nov-2021
Cash Sales
862 - Thus Padlock 65/40mm Key (cut) 6.30
K105 - Keuron Key Tag 0.50
Sub Total: 6.36
GST: 0.64
Total: 7.00
Amount Paid: 7.00
EFTPOS: 7.00

Thanks for shopping local - see you again soon!

/E0/4062883

Safety Vest
0
RSEA Pty Ltd
Tenancy 4
1 Phillip Highway
Elizabeth
Ph: 08 8333 5800
Fax
ABN: 91 094 385 430
10-SEP-21 15:10:44
Invoice: 12053114

TAX INVOICE
E1800177_08GE05XL 1 8 12.30 \$
E1800177 Eleven D/N Vest StylEx Orange
Total 12.30
of Items 1
PAYMENT TENDERED
EFTPOS 12.30
CHANGE 0.00

T/A rick
POST
Staff 13/11/2021 11:38 am Guest Count :1
Beverages
2x Kyneton Drinks 8.60
4x Sparkling Cool Ridge 18.00
Food
5x Lamb Blat Wrap 71.00
2x Pasty 10.00
Sides:
> Pie In Warmer
> Tom Sauce
1x Number 8 Baguette 11.60
Sub Total 117.20
Total \$117.20
EFTPOS 117.20
Rounding 0.00
GST 10.65
Bakers Gonna Bake!
Please Come Again Soon
Mon-Sat 7.30am - 5 pm
Sunday 10am - 4pm

code to
canopy.

601792-829-811

LGRS

Invoice # 051-843267
The Barossa Council



IMPORTANT INFORMATION YOUR INSURANCE CONTRACT

INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and

- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's and our Questions

Your answers to the insurer's and our questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's and our questions:

- you must take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty, if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly pay your claim. The insurer may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

Invoice # 051-843267
The Barossa Council



The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

DUTY OF DISCLOSURE – OTHER CONTRACTS

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

If you do not tell us something

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

INSURING THE INTERESTS OF OTHER PARTIES

If you require the interest of another party to be covered by the policy, you must request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

NSW STAMP DUTY EXEMPTION

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. ('aggregated turnover' is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the NSW Insurance Duty - Small Business Exemption Declaration Form if one has not been provided to you.

AVERAGE/UNDER INSURANCE

Home buildings and contents, fire, industrial special risks and other policies often contain an average clause. This means that you should insure for full value which may be replaced, indemnity or market value depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance. A simple example, illustrating the basic principle, application and effect of the Average/Under Insurance Clause is as follows:



Invoice # 051-843267
The Barossa Council

EXAMPLE	
• Full Value at commencement date	\$1,000,000
• Sum Insured at policy commencement date	\$700,000
\$700K/\$1M - insurer pays 70% of any insured loss & insured retains balance of 30%	
• Amount of Claim, say	\$100,000
• Amount payable by Insurers as a result of the application of Average/Co-Insurance (being 70% of \$100,000)	\$70,000

SEVERAL LIABILITY

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

NEW CLAIMS / UNREPORTED LOSSES

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation. Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

BINDING AUTHORITY

This insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

REFUND OF PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

PRIVACY POLICY

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our Privacy Policy available online @ <https://www.marsh.com.au/privacy-policy/html>. Contact your adviser if you require a copy, or email privacy.australia@marsh.com.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

We may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you. In the event of a mid-term broker appointment, we reserve the right to retain all commission, fees and charges. In addition to the above we, or any company within the Marsh Group of Companies may receive income from insurers including: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

FINANCIAL SERVICES GUIDE (FSG)

For important information about us and the services we provide go to <https://www.marsh.com.au/financial-services-guide.html> to download the JLT Public Sector Financial Services Guide. You should read it carefully and make sure you understand it. If there is anything in the FSG that you do not understand, please contact us.

Complaints Procedures

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on 61 3 9603 2338 or email complaints.australia@marsh.com. A more detailed explanation of our Complaints Procedure can be found in our Financial Services Guide.

Commission

The Premium shown on the tax invoice includes commission received from the insurer.

Referrer Remuneration

A percentage of the income received by us is paid to Local Government Association of SA for its role in referral, distribution or promotion.



TAX INVOICE

The Barossa Council
43-51 Tanunda Rd,
NURIOOTPA SA 5355

Invoice Date
24 Mar 2022
Invoice Number
INV-1169
Reference
SBEC 2111-29
ABN
11 635 378 497

Schmidt Bentley
Engineering Consulting
7a/68 North Terrace
KENT TOWN SA 5067
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Angaston Canopy Re-design	1.00	6,650.00	10%	6,650.00
- PO 02-010114				
Subtotal				6,650.00
TOTAL GST 10%				665.00
TOTAL AUD				7,315.00

Due Date: 7 Apr 2022
BSB: 015-025
Account Number: 423-248-876

** Please reference Invoice Number when making payment **
Please contact admin@sbec.net.au should you have any queries.
Thank you for your business

PAYMENT ADVICE

To: Schmidt Bentley Engineering Consulting
7a/68 North Terrace
KENT TOWN SA 5067
AUSTRALIA

Customer The Barossa Council
Invoice Number INV-1169
Amount Due 7,315.00
Due Date 7 Apr 2022
Amount Enclosed _____
Enter the amount you are paying above



TAX INVOICE

The Barossa Council
43-51 Tanunda Rd,
NURIOOTPA SA 5355

Invoice Date
7 Dec 2021
Invoice Number
INV-0875
Reference
SBEC 2111-29
ABN
11 635 378 497

Schmidt Bentley
Engineering Consulting
7a/68 North Terrace
KENT TOWN SA 5067
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Angaston Recreation Park Canopy Engineering Report	1.00	3,500.00	10%	3,500.00
PO 02-010056				
Subtotal				3,500.00
TOTAL GST 10%				350.00
TOTAL AUD				3,850.00

Due Date: 21 Dec 2021
BSB: 015-025
Account Number: 423-248-876

Please contact admin@sbec.net.au should you have any queries.
Thank you for your business

PAYMENT ADVICE

To: Schmidt Bentley Engineering Consulting
7a/68 North Terrace
KENT TOWN SA 5067
AUSTRALIA

Customer The Barossa Council
Invoice Number INV-0875
Amount Due 3,850.00
Due Date 21 Dec 2021
Amount Enclosed
Enter the amount you are paying above

Transaction I Angas Recreation Park Canopy Rebuild

Asset Number 601792

Date	Reference	Type	Period	Amount	Balance Amt	Narrative
22/03/2022	051-843267	APINVOICE	10	1,263.72	1,263.72	Contract Works Insurance Angas Rec Park Clubrooms - new canopy LOCAL GOVERNMEN
13/04/2022	GJ030613	GENJNL	10	-1,263.72	0.00	Ang Rec Pk Club Canopy ContractInsurance Correcting to Capital
7/12/2021	INV-0875	APINVOICE	6	3,500.00	3,500.00	Angas RP canopy engineering report Schmidt Bentley
31/01/2022	GJ030489	GENJNL	8	7.37	3,507.37	Salaries allocation to capital - ARandal Pay Ending: 31/01/22 - 0.17 hour(s)
10/02/2022	BB-1399	APINVOICE	9	35,112.00	38,619.37	Angas RP clubroom canopy associated work Bishop Building
24/03/2022	INV-1169	APINVOICE	9	6,650.00	45,269.37	Canopy redesign engineering Angas Rec Pk Schmidt Bentley
13/04/2022	GJ030613	GENJNL	10	1,263.72	46,533.09	Ang Rec Pk Club Canopy ContractInsurance Correcting to Capital
15/04/2022	AQ002187	ACQJNL	11	12.52	46,545.61	GST removal from stamp duty - Insurance Inv 051-843267
6/06/2022	1949.12	APINVOICE	12	3,773.00	50,318.61	Angas Rec Park Canopy Redesign J B G ARCHITECT
6/06/2022	1949.13	APINVOICE	12	1,504.00	51,822.61	Angas Rec Park Canopy Redesign J B G ARCHITECT
22/11/2021	PV 221121	APINVOICE	5	106.55	51,929.16	Lunch & Drinks for site crew Rick Schloithe
28/04/2022	AQ002200	ACQJNL	12	380.91	52,310.07	Purchase Construction Industr CITB Levy
22/11/2021	GJ030322	GENJNL	5	1,087.98	53,398.05	Salaries allocation to capital - 1367 Pay Ending: 22/11/21 - 17.5 hour(s)
22/11/2021	GJ030322	GENJNL	5	207.55	53,605.60	Salaries allocation to capital - 1367 Pay Ending: 22/11/2021 3 hrs time and a
22/11/2021	GJ030322	GENJNL	5	553.46	54,159.06	Salaries allocation to capital - 1367 Pay Ending: 22/11/2021 6 hrs double time
22/11/2021	GJ030325	GENJNL	5	1,934.12	56,093.18	Salaries allocation to capital - 1130 Pay Ending: 22/11/21 - 21.25 hour(s)
6/12/2021	GJ030369	GENJNL	6	1,046.70	57,139.88	Salaries allocation to capital - 1130 Pay Ending: 06/12/21 - 11.5 hour(s)
6/12/2021	GJ030371	GENJNL	6	969.86	58,109.74	Salaries allocation to capital - 1200 Pay Ending: 06/12/21 - 8 hour(s)
6/12/2021	GJ030373	GENJNL	6	932.56	59,042.30	Salaries allocation to capital - 1367 Pay Ending: 06/12/21 - 15 hour(s)
20/12/2021	GJ030382	GENJNL	6	1,365.26	60,407.56	Salaries allocation to capital - 1130 Pay Ending: 20/12/21 - 15 hour(s)
20/12/2021	GJ030389	GENJNL	6	714.96	61,122.52	Salaries allocation to capital - 1367 Pay Ending: 20/12/21 - 11.5 hour(s)
20/12/2021	GJ030392	GENJNL	6	91.02	61,213.54	Salaries allocation to capital - 1130 Pay Ending: 20/12/21 - 1 hour(s) Adj
3/01/2022	GJ030422	GENJNL	7	546.10	61,759.64	Salaries allocation to capital - 1130 Pay Ending: 03/01/22 - 6 hour(s)
3/01/2022	GJ030424	GENJNL	7	310.85	62,070.49	Salaries allocation to capital - 1367 Pay Ending: 03/01/22 - 5 hour(s)
17/01/2022	GJ030436	GENJNL	7	409.58	62,480.07	Salaries allocation to capital - 1130 Pay Ending: 17/01/22 - 4.5 hour(s)
17/01/2022	GJ030443	GENJNL	7	404.11	62,884.18	Salaries allocation to capital - 1367 Pay Ending: 17/01/22 - 6.5 hour(s)
31/01/2022	GJ030472	GENJNL	8	136.53	63,020.71	Salaries allocation to capital - 1130 Pay Ending: 31/01/22 - 1.5 hour(s)
31/01/2022	GJ030480	GENJNL	8	155.43	63,176.14	Salaries allocation to capital - 1367 Pay Ending: 31/01/22 - 2.5 hour(s)
31/01/2022	GJ030487	GENJNL	8	7.37	63,183.51	Salaries allocation to capital - ARandal Pay Ending: 31/01/22 - 0.17 hour(s)
31/01/2022	GJ030489	GENJNL	8	-7.37	63,176.14	Salaries allocation to capital - Arandal Pay Ending: 31/01/22 - 0.17 hour(s)
14/02/2022	GJ030497	GENJNL	8	273.05	63,449.19	Salaries allocation to capital - 1130 Pay Ending: 14/02/22 - 3 hour(s)
14/02/2022	GJ030504	GENJNL	8	559.53	64,008.72	Salaries allocation to capital - 1367 Pay Ending: 14/02/22 - 9 hour(s)
28/02/2022	GJ030542	GENJNL	9	90.92	64,099.64	Salaries allocation to capital - 1200 Pay Ending: 28/02/22 - 0.75 hour(s)
28/02/2022	GJ030547	GENJNL	9	124.34	64,223.98	Salaries allocation to capital - 1367 Pay Ending: 28/02/22 - 2 hour(s)
14/03/2022	GJ030556	GENJNL	9	136.53	64,360.51	Salaries allocation to capital - 1130 Pay Ending: 14/03/22 - 1.5 hour(s)
14/03/2022	GJ030563	GENJNL	9	279.77	64,640.28	Salaries allocation to capital - 1367 Pay Ending: 14/03/22 - 4.5 hour(s)
28/03/2022	GJ030577	GENJNL	9	204.79	64,845.07	Salaries allocation to capital - 1130 Pay Ending: 28/03/22 - 2.25 hour(s)
28/03/2022	GJ030583	GENJNL	9	341.94	65,187.01	Salaries allocation to capital - 1367 Pay Ending: 28/03/22 - 5.5 hour(s)
11/04/2022	GJ030618	GENJNL	10	404.11	65,591.12	Salaries allocation to capital - 1367 Pay Ending: 11/04/22 - 6.5 hour(s)
11/04/2022	GJ030615	GENJNL	10	546.10	66,137.22	Salaries allocation to capital - 1130 Pay Ending: 11/04/22 - 6 hour(s)
25/04/2022	GJ030637	GENJNL	10	124.34	66,261.56	Salaries allocation to capital - 1367 Pay Ending: 25/04/22 - 2 hour(s)
25/04/2022	GJ030631	GENJNL	10	136.53	66,398.09	Salaries allocation to capital - 1130 Pay Ending: 25/04/22 - 1.5 hour(s)
26/04/2022	GJ030641	GENJNL	10	97.11	66,495.20	Salaries allocation to capital - 1407 PAY ENDING: 26/4/22 - 2.88 hour (s)
9/05/2022	GJ030673	GENJNL	11	31.86	66,527.06	Salaries allocation to capital - 1130 Pay Ending: 09/05/22 - 0.35 hour(s)
9/05/2022	GJ030681	GENJNL	11	45.24	66,572.30	Salaries allocation to capital - 1407 PAY ENDING: 09/5/22 - 1.34 hour(s)
23/05/2022	GJ030698	GENJNL	11	546.10	67,118.40	Salaries allocation to capital - 1130 Pay Ending: 23/05/22 - 6 hour(s)

23/05/2022	GJ030699	GENJNL	11	121.23	67,239.63	Salaries allocation to capital - 1200 Pay Ending:	25/04/22 - 1 hour(s)
6/06/2022	GJ030745	GENJNL	12	455.09	67,694.72	Salaries allocation to capital - 1130 Pay Ending:	06/06/22 - 5 hour(s)
20/06/2022	GJ030767	GENJNL	12	796.40	68,491.12	Salaries allocation to capital - 1130 Pay Ending:	20/06/22 - 8.75 hour(s)
20/06/2022	GJ030768	GENJNL	12	121.23	68,612.35	Salaries allocation to capital - 1200 Pay Ending:	20/06/22 - 1 hour(s)
20/06/2022	GJ030781	GENJNL	12	107.49	68,719.84	Salaries allocation to capital - 1407 PAY ENDING:	20/6/22 - 3.18 hour(s)
31/07/2022	BB-1512	APINVOICE	2	77,428.88	146,148.72	Angas Recreation Park - Canopy Reinstate	Bishop Building
5/09/2022	BB-1535	APINVOICE	3	80,733.90	226,882.62	Angas Recreation Park - Canopy Reinstate	Bishop Building
18/07/2022	GJ030842	GENJNL	1	204.79	227,087.41	Salaries allocation to capital - 1130 Pay Ending:	18/07/22 - 2.25 hour(s)
18/07/2022	GJ030846	GENJNL	1	559.53	227,646.94	Salaries allocation to capital - 1367 Pay Ending:	18/07/22 - 9 hour(s)
1/08/2022	GJ030890	GENJNL	2	273.05	227,919.99	Salaries allocation to capital - 1130 Pay Ending:	01/08/22 - 3 hour(s)
1/08/2022	GJ030894	GENJNL	2	186.51	228,106.50	Salaries allocation to capital - 1367 Pay Ending:	01/08/22 - 3 hour(s)
15/08/2022	GJ030898	GENJNL	2	45.51	228,152.01	Salaries allocation to capital - 1130 Pay Ending:	15/08/22 - 0.5 hour(s)
15/08/2022	GJ030905	GENJNL	2	62.17	228,214.18	Salaries allocation to capital - 1367 Pay Ending:	15/08/22 - 1 hour(s)
15/08/2022	GJ030907	GENJNL	2	190.49	228,404.67	Salaries allocation to capital - 1407 PAY ENDING:	15/8/22 - 5.64 HOUR(S)
29/08/2022	GJ030950	GENJNL	3	54.61	228,459.28	Salaries allocation to capital - 1130 Pay Ending:	08/29/22 - 0.6 hour(s)
29/08/2022	GJ030957	GENJNL	3	62.17	228,521.45	Salaries allocation to capital - 1367 Pay Ending:	08/29/22 - 1 hour(s)
12/09/2022	GJ030964	GENJNL	3	119.12	228,640.57	Salaries allocation to capital - 1130 Pay Ending:	09/12/22 - 1.25 hour(s)
12/09/2022	GJ030970	GENJNL	3	497.36	229,137.93	Salaries allocation to capital - 1367 Pay Ending:	09/12/22 - 8 hour(s)
12/09/2022	GJ030973	GENJNL	3	11.14	229,149.07	Salaries allocation to capital - 1407 PAY ENDING:	09/12/22 - 0.33 HOUR(S)
25/10/2022	BB-1563	APINVOICE	4	4,162.18	233,311.25	Angas Recreation Park - Canopy Reinstate	Bishop Building
Actuals to Date			233,311.25				
Retention and Final Commitments			8,900.18				
Audited Costs for Clean Up, Resign, Requoting and Rebuilding			242,211.43				
Internal Costs			18,790.14				
Direct Cash Costs			<u>223,421.29</u>				
Employee Charges							
Employee Number							
1130	Project Director, The Big Project						
1200	Chief Executive Officer						
1367	Senior Technical Project Manager, The Big Project						
1407	Administration Officer, The Big Project						



TAX INVOICE

Barossa Council
PO Box 867
NURIOOTPA SA 5355

Invoice Date
25 Oct 2022

Invoice Number
BB-1563

Reference
Angas Recreation Park -
Canopy re-build -
Retention 1

ABN
52 623 961 651

Draig Desert Rose Pty Ltd
T/A Bishop Building
PO Box 478
Kapunda SA 5373
Ph: 0417 773 430
Web:
www.bishopbuilding.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Angas Recreation Park Order No 00-000297 Contract Ref C0442/2021 Retention Claim 50%				
50% of retention total	1.00	4,162.18	10%	4,162.18
Subtotal				4,162.18
TOTAL GST 10%				416.22
TOTAL AUD				4,578.40

Due Date: 1 Nov 2022
Please include invoice number in the payment description
Account name: Draig Working Account
BSB: 484799 ACC: 609679189

REVIEWED
By Rick Schloithe at 8:11 am, Oct 26, 2022

Our Ref: SAR:220298
24 December 2022



FBR Law Pty Ltd
ABN 79 135 975 263
123 Wright Street
Adelaide SA 5000
T +61 8 8272 3644
F +61 8 8272 3655
www.fbrlaw.com.au

Mellor Olsson
GPO Box 74
ADELAIDE SA 5000

Attention: James McEwen

Email: jmcewen@molawyers.com.au

Dear Sir

YOUR CLIENT: THE BAROSSA COUNCIL
OUR CLIENT: COMBE PEARON REYNOLDS PTY LTD

1. We act for Combe Pearson Reynolds Pty Ltd.

Background

2. Our client was engaged pursuant to a consultancy services agreement (**the Services Agreement**) to perform civil and structural engineering services for the Angas Recreation Park upgrade – change rooms and clubrooms (**the Services**).
3. Our client performed the Services, construction commenced and on Friday, 12 November 2021 there was a structural failure during construction of the canopy (**the Failure**), such that the canopy frame *sheared off* and collapsed.
4. Your client;
 - 4.1. asserts that the Failure was due to an under-engineered design of the canopy;
 - 4.2. that it suffered losses as a consequence; and
 - 4.3. it seeks to be compensated for those losses.

Liability

5. Our client presumes that the claim advanced by your client is founded upon:
 - 5.1. Breach of Contract; and
 - 5.2. Negligence.
6. The Services Agreement obliged our client to perform the Services with the due care, skill and diligence to be expected from a qualified competent and experienced engineer.

7. The standard of care imposed upon our client pursuant to Section 40 of the *Civil Liability Act 1936* and at common law, is essentially the same.
8. Our client does not propose to argue that it adequately discharged its contractual and tortious obligations but rather seeks to address both apportionment and loss and damage.

Apportionment

9. Our client maintains that it is not the only party whom is culpable.
10. In that respect our client asserts that its liability is apportionable pursuant to the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* and the *Planning Development Infrastructure Act* as against;
 - 10.1. Katnich Dodd, whom privately certified the Design for the purposes of Development Approval. Our client is of the opinion that Katnich Dodd ought to bear a percentage culpability in respect of its failings of approximately 25%. Its role was to review the design of the canopy.
 - 10.2. Jack Adcock Consulting, whom was engaged as an independent technical expert pursuant to the Planning Development Infrastructure Regulations and whom issued a Certificate of Compliance for the purposes of Development Approval. Our client is of the opinion that Jack Adcock Consulting ought to bear a percentage culpability in respect of its failings of approximately 10%. Its role was to also review the design of the canopy but in addition to certify that it was compliant.

Damages

11. In the present case we are of the opinion that the damages which flow from a breach of contract, or from negligence, lead to substantially the same outcome in respect of damages.
12. As you're undoubtedly aware the object of awarding damages for breach of contract is to put your client in the position, so far as money can do, as if our client had performed its contractual obligations.¹ Had our client performed its contractual obligations, the design would have been compliant and the canopy would not have collapsed.
13. In respect of negligence, damages are assessed so as to place your client in the position they would have been in had the act of negligence not been committed (ie: the standard of care been met).² Had our client discharged the requisite standard of care, the design would have been compliant and the canopy would not have collapsed.
14. It follows therefore that those damages which arise *naturally* from the breach are compensable.
15. The damages which your client advances in that respect total \$242,477.15 exclusive GST which is supported by a cost summary and cost list (**the Summary**) enclosed with your letter dated 14 October 2022.

¹ Robinson v Harman (1948) 1 Exh 850 per Park B.

² Koufos c C Czarnikow Ltd (1969) 1 AC 350 and Hadley v Baxendale (1854) 9 Ex 341

16. Our client does not accept that all of the losses that your client asserts it has incurred arise naturally from the breach, nor does our client necessarily accept the quantum of those losses.
17. We set out below our client's position.

Mitigation

18. As you're undoubtedly aware, your client was obliged to make reasonable efforts to limit the harm it suffered.
19. We are instructed that at the time of the collapse, your client had already missed the window of opportunity for the commencement of the football season. Accordingly, there was no degree of urgency and/or time pressures in or about addressing the consequences of the canopy failure.
20. In that respect, your client ought to have;
 - 20.1. obtained alternative pricing from the market, rather than simply proceeding to engage Bishop Building on a *charge up* basis;
 - 20.2. enlisted the services of a Quantity Surveyor to quantify an acceptable market rate;
 - 20.3. sought competitive tenders for the work to ensure Bishop Building were competitive in or about their pricing and their model.
21. The failure of your client to do so constitutes a failure to mitigate and in that respect there needs to be some reduction to the quantification of loss and damage.
22. In the absence of undertaking a forensic analysis of the charges rendered to your client by Bishop Building and having that assessed by a Quantity Surveyor, it is obviously impossible to be definitive about what percentage reduction ought to be applied.
23. Our client reserves its rights in that respect.

Different work undertaken/betterment

24. We are instructed that the canopy which ultimately was constructed differs from the canopy which was designed by our client and which failed.
25. In that respect your client is not entitled, under the guise of recovering damages, to the cost of completing work different from that which was contracted.³
26. It is not a function of damages for a breach of contract to place a party in a position it would have been in only if it had entered into a different contract from that which had in fact entered into. Nor is it a function of damages to require a party in default to pay the cost of different or additional work which the party not in default would have had to pay for in any event to receive the benefit of the difference or additional work.⁴

³ Smail as trustee of the assigned estates of LM Wilson and GR Wilson v DL Starbuck Pty Ltd [1971] VR 449.

⁴ Metro Plating v NQEA Australia 1995 Fed Ct 746 per Cooper J .

27. In the circumstances, to the extent that the canopy which your client ultimately received is different than the canopy which our client designed and was the subject of the failure, there needs to be reduction in damages.
28. Once again, in the absence of undertaking a forensic analysis of the charges rendered to your client by all parties having a role in or about the redesigning construction of the canopy and having that assessed by a Quantity Surveyor, it is impossible to be definitive about what percentage reduction ought to be applied.
29. Our client reserves its rights in that respect.

Categories of damage and quantum

30. In respect of the categories of damage and the quantum referred to in the Summary, we are instructed as follows.
31. *Schmidt Bentley.*
 - 31.1. Our client acknowledges that the cost to engage another engineer to re-design the canopy is a loss that flows naturally from the breach and is thereby compensable.
 - 31.2. However, to the extent that the charges reflect the cost to re-design a different canopy to that which was constructed, that component is not compensable.
 - 31.3. Our client does not propose to undertake a forensic analysis of the charges in order to ascertain the appropriate allocation, but rather is prepared to adopt a broad brush approach and apply a discount of 30% to the charges.
 - 31.4. On our calculations of the total claim of \$242,477.15 the sum of \$10,150.00 is attributable to this line item.
 - 31.5. After applying a discount of 30% our client is prepared to accept the sum of \$7,105.00.
32. *JBG Architect*
 - 32.1. Our client acknowledges that the cost to engage an architect to re-design the canopy is a loss that flows naturally from the breach and is thereby compensable.
 - 32.2. However, to the extent that the charges reflect the cost to re-design a different canopy to that which was constructed, that component is not compensable.
 - 32.3. Our client is prepared to adopt a broad brush approach and apply a discount of 30% to the charges.
 - 32.4. On our calculations of the total claim of \$242,477.15 the sum of \$5,277.00 is attributable to this line item.
 - 32.5. After applying a discount of 30% our client is prepared to accept the sum of \$3,693.90.

33. *Contract Works Insurance*

- 33.1. Our client does not acknowledge that the cost for Contract Works Insurance is compensable.
- 33.2. Your client was always obliged to pay contract Works insurance irrespective of any breach.
- 33.3. On our calculations of the total claim of \$242,477.15 the sum of \$1,263.72 is attributable to this line item.

34. *Construction Industry Levy*

- 34.1. Our client does not acknowledge that the cost for the construction industry levy is compensable.
- 34.2. Your client was always obliged to pay this cost irrespective of any breach.
- 34.3. On our calculations of the total claim of \$242,477.15, the sum of \$380.91 is attributable to this line item.

35. *Bishop Building*

- 35.1. The charges rendered by Bishop Building are comprised in the following invoices namely;
- 35.1.1. BB-1399: \$35,112.00;
 - 35.1.2. BB-1512: \$77,428.88;
 - 35.1.3. BB-1535: \$80,733.90;
 - 35.1.4. BB-1563: \$4,162.18.
- 35.2. Our client acknowledges that the cost to demolish the failed structure, clean up the site, make it safe and construct the new canopy are losses which flow naturally from the breach and are therefore compensable.
- 35.3. However, for the reasons that follow, our client intends to apply a discount of 40% to the charges rendered by Bishop Building.
- 35.3.1. Many of the charges rendered by Bishop Building are higher than one would ordinarily expect applied in the marketplace at the relevant time and in the absence a competitive tender process are likely to exceed what is reasonable. In that respect, we refer to our earlier comments under the heading *Mitigation*.
 - 35.3.2. The Council did not contract Bishop Building under a lump-sum price model, but rather on a *charge up basis* plus a margin. Such a model provides no incentive for the builder to be efficient and/or implement cost savings because the contractor makes a margin *on top* of the costs. In that

respect, it is not in the interests of the contractor to reduce the cost base. In the circumstances our client would be confident that a forensic analysis of the invoicing would reveal inefficiencies in or about the work that they performed, excessive and/or wasted hours and charges per hour which exceed appropriate market rates.

- 35.3.3. A significant component of the charges the subject of the invoices relate to the construction of a canopy different than that which was originally constructed. In that respect those costs are not compensable.
- 35.3.4. The original canopy was not in fact complete before it collapsed and accordingly to the extent there is a balance of the original contract sum which was not paid to Bishop Building, that sum needs to be brought to account and deducted from any claim. Our client reserves its right to request that documentation and all communication between your client and Bishop Building and to undertake a forensic analysis should the matter not resolve.
- 35.3.5. The costs originally allocated to the canopy for the superstructure, including but not limited to purlins, rafters, columns and cladding is significantly less than the charges that have been rendered, thereby lending further support to the proposition that the charges rendered are excessive.
- 35.4. Of the total claim of \$242,477.15, the sum of \$197,436.08 is attributable to Bishop Building.
- 35.5. After applying a discount of 40%, our client is willing to accept the sum of \$118,461.65 as appropriate.
- 36. *Salaries*
 - 36.1. Our client does not acknowledge that the salaries which your client is required to pay its staff in any event, irrespective of the breach, are compensable.
 - 36.2. On our calculations of the total claim of \$242,477.15, the sum of \$16,638.64 is attributable to salaries.
- 37. *Lunch and drinks for site crew*
 - 37.1. Our client does not acknowledge that the lunch and drinks for the site crew are damages which naturally flow as a consequence of the breach.
 - 37.2. In the circumstances, our client rejects that claim.
 - 37.3. On our calculations of the total claim of \$242,477.15, the sum of \$106.55 is attributable to this category.

Summary of Quantum

- 38. By reason of the analysis above, our client is prepared to acknowledge that the sum of \$129,530.55, is compensable, such sum comprised as follows;

38.1. Schmidt Bentley - \$7,105.00;

38.2. JBG Architect - \$3,963.90;

38.3. Bishop Building - \$118,461.65

Summary of Liability

39. By reason of the analysis above, if our client is right in respect of apportionment, its liability will be capped at 65%.
40. Its exposure to your client based upon the quantum above would therefore be \$84,194.85.

Offer

41. Notwithstanding the above, our client recognises that absent a negotiated resolution the delay, cost and inconvenience occasioned to all parties in such circumstances is significant.
42. Your client will be compelled to embark upon the formal pre-action protocol enshrined under the *Uniform Civil Rules (UCR)*. In turn that would necessitate our client responding under the UCR's in a manner consistent with the matters addressed above, including apportionment to other parties. Undoubtedly, insurers will become involved which to date all parties have managed to avoid.
43. The cost of that process would be significant and could become a barrier in itself to further discussions and a resolution.
44. Accordingly, it is the distinct preference of our client to resolve the matter holistically and globally.
45. With that in mind our client has taken the liberty of advancing discussions with the joint tortfeasors with a view to securing from them a contribution to the damages sought by your client.
46. Those discussions are significantly advanced, but in light of the pending Christmas and New Year break, our client does not expect to have final confirmation from them until mid-January 2023.
47. Notwithstanding, our client thinks that it is beneficial to outline its *current thinking*, so that your client can give consideration to that over the New Year period.
48. Subject to our client receiving an acceptable contribution from the joint tortfeasors, and subject to the execution of an appropriately worded Deed of Settlement and Release, our client makes the following offer.
- 48.1. Our client will pay to your client the sum of \$130,000 exclusive of GST. That sum is made on the basis that there is no GST applicable. In the event the GST is in fact applicable then the offer would be reduced by the GST component.
- 48.2. Payment of the above sum is to be made in instalments as follows;

48.2.1. The sum of \$50,000 on or before 1 March 2023;

48.2.2. The sum of \$50,000 on or before 30 April 2023;

48.2.3. The sum of \$30,000 on or before 30 June 2023;

48.3. Payment is in full and final release of all claims that your client may have as against our client, Katnich Dodd and Jack Adcock Consulting arising out of the failed canopy.

49. Without prejudice.

50. We look forward to hearing from you.

Yours faithfully
FBR Law



Sean Ryan
sean@fbrlaw.com.au



Our Ref: JM2:CSP:A221908

Mellor Olsson Lawyers
ABN 44 157 825 957
lawyers@molawyers.com.au

14 February 2023

Sean Ryan
FBR Law
123 Wright Street
Adelaide SA 5000

By Email : sean@fbrlaw.com.au

Dear Sean

ANGAS RECREATION PARK CANOPY – THE BAROSSA COUNCIL

We refer to your letter dated 24 December 2022.

We have briefly identified below several aspects of your letter that are not agreed. The absence of a direct response to any of the points made in your letter does not indicate that our client accepts that those points are correct or waives its rights in respect to those matters.

We acknowledge your client's admission that it did not adequately discharge its contractual and tortious obligations, and that had it done so the subject canopy design would have been compliant and the canopy would not have collapsed and resulted in these costs being incurred.

For the sake of consistency, throughout this letter we have adopted the terminology and headings used in your letter where appropriate.

Apportionment

This is a matter for your client. It is our client's position that 100% of the costs being claimed are recoverable from your client, and any apportionment of those costs between your client and third parties is a matter for your client alone and of no concern to Council.

Mitigation

At all times following the canopy collapse our client acted reasonably in attempting to limit the harm that it suffered. The point made in paragraph 19 of your letter regarding the football season timing and the purported lack of urgency in addressing the canopy failure is not relevant and at no time did this impact on our client's actions in any way.

Further, we assert that it would be unreasonable to expect our client to undertake the steps outlined in paragraphs 20.1, 20.2 and 20.3 of your letter for the following reasons:

Adelaide
Pirie House, Level 6, 89 Pirie Street
Adelaide SA 5000

GPO Box 74 Adelaide SA 5001

P 08 8414 3400
F 08 8414 3444

Port Lincoln
11 Mortlock Terrace
Port Lincoln SA 5606

PO Box 411 Port Lincoln SA 5606

P 08 8682 3133
F 08 8682 6030

Clare
165 Main North Road
Clare SA 5453

PO Box 671 Clare SA 5453

P 08 8842 1833
F 08 8842 1811

Regional Offices
(By appointment only)

Barossa Valley, Bordertown,
Kadina, Keith, McLaren Vale

P 1300 414 414
F 08 8414 3444

Updated Draft Letter to FBR Law

- 2 -

14 February 2023

- 1) The harm suffered as a result of the collapse is not to be quantified exclusively by the costs of seeking additional services. The significant inconvenience, the disruption this has caused to Council and local ratepaying community and the prolonged project time are real and non-trivial causes of harm to Council. The mitigation of these sources of harm are also an important consideration.
- 2) The method of payment (i.e. 'charge up') does not affect the consideration of mitigation. Mitigation is the steps to reduce the harm caused. There is no evidence to support the proposition that the *charge up* method of payment would be unreasonably higher than the common industry rate for this Project.

Different work undertaken/betterment

We reject the characterisation of the canopy as a "re-design" distinct from the design of the canopy under the Services Agreement.

In order to claim that the design of the canopy differs from that contracted for, there must be such a material change to the design of the canopy that it cannot be said that the change is a mere variation but a design that is distinct from the original.

Categories of damage and quantum

We reject the arbitrary method of percentage liability calculations, including the "broad brush" approach, in paragraphs 31, 32 and in particular 35.3 of your letter (where a higher percentage reduction was nominated for no apparent reason). These percentages are not based on any evidence or calculation.

The reasoning set out in paragraphs 35.3.1 – 35.3.5 of your letter are again not based on any facts and include unreasonable and unsubstantiated assertions.

Offer of Settlement

In the interests of resolving this matter quickly and avoiding further exchanges of correspondence, our client is prepared to accept a settlement amount of **\$200,000.00** (excl. GST) to be paid by CPR Engineers to Council to effect a full and final settlement of this matter.

Our client is open to receiving this payment in instalments as suggested.

Please advise whether the settlement amount which we believe is generous in the circumstances is agreed by your client.

We look forward to your response.

Yours faithfully
MELLOR OLSSON

JAMES MCEWEN
Partner
Email: jmcewen@molawyers.com.au
Phone: (08) 8414 3494 (Adelaide)

Updated Draft Letter to FBR Law

Introduction & Reason for Adjustment						
The cause of the canopy collapse has been determined as being inadequently designed hold down bolts, which is a defect in the structures design						
Policy issued to The Barossa Council includes the following exclusion for Defective Work: EXCLUSIONS APPLYING TO THIS POLICY This Policy does not provide indemnity in respect of: 12. DEFECTIVE WORK all costs rendered necessary by defects of material, workmanship, design, plan or specification and should Damage occur to any portion of the Property Insured containing any of the said defects the cost or replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Property Insured had been put in hand immediately prior to the said Damage.						
Essentially, this exclusion will operate to exclude all costs which would have been incurred to access and remediate the defect (the hold down bolts) immediately prior to the						
What is therefore covered under this claim is those costs which would not have been incurred, had the structure not collapsed and the defect been identified and repaired prior As such, Table 1 below attempts to identify the difference between the total project costs after the collapse, and separate this from accepted claims costs						
Table 1: Provisional Claim & Adjustment Summary						
Item	Description of Works	Estimate (\$)	Adjusted LEG2 (\$)	Adjuster Comments	Crawford - Technical Lead - Independent Review Completed 1 August 2022	CEO Estimate from Notes
Preliminaries						
1	SBEC Engineers - Investigations	3900 3,850	TBA	Invoice associated with investigations yet to be presented. Costs under consideration as relate to investigating the cause of damage	Covered 100%	3850
2	Engineer redesign and SOW	5000 7,315	TBA	Cover available for costs relating to scope repairs to damaged materials only (such as installing new box gutters, purlins etc). Engineering costs which would have been incurred had the defect been identified prior to the loss are excluded	Covered 0% - Can not see much, if any cover would be available. I note that frames on grids A, B and C collapsed. Frames on grids D, E, F and G remained functional albeit with defective holding down bolts and base plates. Relevantly on review of the structural drawings for the reinstatement prepared by SBEC I note that frames on grids A, B and C required removal and the base of the column cut and a new section of column welded on with new base plate and bolts. In addition a new column/base plate and footing was specified at the free cantilever end, removing the cantilever completely. The main reason for the new column (DC1) would be to achieve structural adequacy of the revised base plate/bolts and existing footing. (i.e. if by replacing the base plates and bolts the frame would be structurally satisfactory, then why go to the bother of installing a new post DC1 and footing?). In addition the new SBEC design shows column C1 on grid D being improved to the same detail as grids A, B and C. Furthermore, an additional 2No. bolts is now specified for the base plates for columns C2 on grids D, E, F and G, with the column flange being restrained by 2 new bolts into the existing upstand concrete footing, this requires the base plates to the undamaged frames to be exposed including removal of the concrete plinth, all in addition to the new posts.	0
Removal of Debris						
3	Initial Removal of debris	35,112	TBA	We consider these costs may need to be adjusted to nil coverable under the claim. Materials likely would have required removal to access and replace defective hold down bolts. Query over disposal costs of damaged items (box gutters, electrical & purlins), which may not have been incurred if the defect was identified. Bishop & Insured to discuss and confirm if any costs would not have been incurred and provide brief explanation and breakdown of costs associated with same.	Based on invoice BB-1399 dated 10 February 2022, I would accept 2) \$836; 3)\$4,100; 6) \$430; 8) \$8,050. In addition I would allow a portion (to be determined) for 5) demolition labour - but only for cutting columns on grids A, B and C rest relates to concrete plinth which is excluded as an access cost. A portion of 9) roof sheets but only relating to the sheets installed. All other costs appear to relate to access costs or moving undamaged materials etc and would not be covered.	9416
Repairs & Overheads						
4	Remove and replace concrete wall (plynth) between columns	25,000	Nil	Cost excluded as would have been incurred when replacing defective component. Confirmed that plynth needed removal to reinstate columns	covered 0% - The concrete plinth is required to be removed to allow access to improve the base plate and column fixings at grids e, F and G as SBEC re design.	0
5	Remove four remaining undamaged columns	10,000	Nil	Cost includes removal of undamaged purlins, electrical, and box gutter. Cost excluded as would have been incurred when replacing defective component	covered 0% - It appears columns C2 on grids E, F and G remained insitu and were improved re base plate/column fixings. Not sure about column C1 on grid D which was undamaged? But if removed it was only to allow new base plate to be installed so an access cost.	0
6	Remove and replace hold down plates	10,000	Nil	Hold down plates under-designed. Excluded as part defective and required replacement regardless of any damage	Covered 0% - SBEC re-design requires new base plates and bolts to columns C1 in addition to new posts so all excluded as rectification of the defect.	0

7	Reinstall columns and rafters	20,000	Nil	Excluded - cost would have been incurred to rectify defective hold down bolts	Part covered (% to be determined but only for the three collapsed columns) allow labour/crane/temp works for erecting the three collapsed columns (not including the additional columns or base plates)	10000
8	Replace damaged purlin brackets on rafters	5,000	TBA	No specification identified on drawings. Costs associated with replacing or repairing (straightening) pulin brackets under consideration as would not be required when only repairing the defect (only damaged from the collapse). Bishop to confirm costs specific to same	Covered 100% - resultant damage only.	5000
9	Installation of new hold down bolts	5,000	Nil	Excluded - cost would have been incurred to rectify defective hold down bolts	Covered 0% - rectification of defect	0
10	Repair/replace damaged footings	20,000	Nil	Excluded - cost would have been incurred to rectify defective hold down bolts	no damage to footings, but if costs are submitted for damage I would accept 100%. Note this would only relate to the three collapsed columns. Other columns remained intact and would not have damaged footings, so if there was costs for the other footings then one would suspect they have been improved and therefore excluded.	0
11	New angled support columns (Upgrade)		Nil	Excluded upgrade	Covered 0% - rectification of defect	0
12	Replace damaged purlins, two sheets of roof cladding, box gutter, and electrical	15,000	TBA	Cover under consideration to replace damaged materials. Labour to remove and reinstate excluded as would have required removal and reinstatment when accessing and repairing defective components. Costs not yet established. Bishop and Insured to confirm extent of damaged materials resulting from the collapse and provide report and breakdown of material costs	Covered 100% - resultant damage only.	10000
13	Reinstate paving to pre-event status (undamaged and partially completed at time of event)	5,000	Nil	No damage to paving noted. Cost to remove and reinstate paving around columns excluded as would have been required to access and replace defective component. Any additional paving costs associated with collapse has not been identified. Insured and Bishop to provide brief report and breakdown of any additional costs	Covered partial % - looking at photos, paving had not been cut in around columns, unlike paving was damaged. Removal only required for accessing defect so would be excluded. You could allow a nominal \$500 for materials and labour if you wanted to be reasonable.	500
14	Overheads and Margin (20% allowed)	25,600	TBA	Margin and overhead rate to be discussed further. Is 10% margin inclusive of overheads including supervision? Adjustment to be based upon allowable margin on adjusted claim value, not on total project value	Allow reasonable supervision plus O&P as Contract but only on indemnified total.	2500
Provisional Claim & Adjustment						
Less Deductible			-5,000			-5000
Adjusted Loss (Provisional)						36266

Deed of Settlement and Release

between

**The Barossa Council
ABN 47 749 871 215
(Council)**

and

**Combe Pearson Reynolds Pty Ltd
ABN 72 364 848 394
(CPR)**

and

**KD Certifiers Wayville Pty Ltd
ABN 676 374 522 63
(KD Certifiers)**

and

**Jack Adcock Consulting Pty Ltd
ABN 61 617 620 121
(JAC)**

Contents

- 1. Definitions and interpretation**
- 2. Payment of Settlement Amount**
- 3. Mutual releases**
- 4. Mutual warranties**
- 5. Payments**
- 6. Confidentiality**
- 7. Non-disparagement**
- 8. General**

Execution

Date:

Parties

Council	The Barossa Council ABN: 47 749 871 215 Address: 43 – 51 Tanunda Road, Nuriootpa SA 5355 Email: barossa@barossa.sa.gov.au (Council)
CPR	Combe Pearson Reynolds Pty Ltd as trustee for the CPR Trust ABN: 72 364 848 394 Address: 1/174 Fullarton Rd, Dulwich SA 5065 Email: davidc@cprengineers.com.au (CPR)
KD Certifiers Wayville	KD Certifiers Wayville Pty Ltd ABN: 676 374 522 63 Address: 6 Moss Avenue, Marleston SA 5033 Email: admin@kdcertifiers.com.au (KD Certifiers)
Jack Adcock	Jack Adcock Consulting Pty Ltd ABN: 61 617 620 121 Address: 3/186 Main Road, Blackwood SA 5051 Email: admin@jackadcock.com.au (JAC)

Recitals

- A The Barossa Council (**Council**) is a Council pursuant to the Local Government Act 1999, and the owner and operator of the Angas Recreation Park at Washington St, Angaston (the **Angas Recreation Park**).
- B Combe Pearson Reynolds Pty Ltd (**CPR**) carry on business as structural engineers.
- C KD Certifiers Wayville Pty Ltd (**KD Certifiers**) carry on business as building certifiers.
- D Jack Adcock Consulting Pty Ltd (**JAC**) carry on business as structural engineers.
- E On 14 August 2020 CPR was engaged pursuant to a consultancy services agreement (**the Services Agreement**) to perform civil and structural engineering services for an upgrade to change rooms and clubrooms at the Angas Recreation Park (**the Services**).

- F In November 2020 KD Certifiers was engaged by JBG Architects to provide Building Rules Consent for proposed works at the Angas Recreation Park.
- G On 27 November 2020 JAC was engaged by KD Certifiers as an independent technical expert pursuant to the Planning Development and Infrastructure (General) Regulations 2017.
- H On 16 December 2020 JAC issued a Certificate of an Independent Technical Expert (**the Certificate of Compliance**).
- I On 20 January 2021 KD Certifiers in accordance with Section 36 (4) (a) of the Development Act issued to the Building Rules Consent under the provisions of Regulation 101 (1) in reliance upon the Certificate of Compliance and thereby certified the Design as compliant for the purposes of Development Approval (**the Certification**).
- J On Friday 12 November 2021 during construction of the canopy there was a structural failure such that the canopy frame sheared off and collapsed (**the Failure**).
- K The Council assert that the Failure was due to design of the canopy being under-engineered, that CPR were in breach the Services Agreement and were negligent in or about the performance of the Services and that as a consequence it suffered loss and damage for which it seeks to be compensated (**Council Allegations**).
- L CPR does not admit liability in respect of the Failure, but asserts that in any event if it is liable to the Council, KD Certifiers and JAC are also culpable and ought to contribute to the Loss (**CPR Allegations**).
- M KD Certifiers does not admit liability in respect of the Failure.
- N JAC does not admit liability in respect of the Failure.
- O Without admission, the parties have agreed to settle the Dispute in accordance with the terms of this Deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 The following definitions apply in this Deed unless the context requires otherwise:

Angas Recreation Park means the Angas Recreation Park at Washington St, Angaston.

Certificate of Compliance means the certificate dated 16 December 2020 and issued by JAC pursuant to Regulation 88 the purposes of Development Approval.

Certification means the private certification for Building Rules Consent issued by KD Certifiers dated 20 January 2021.

Claims means any claims including actions, complaints, debts, demands, dues, proceedings, suits or other legal recourse (whether in contract or tort, at law or in equity or under statute) and including any causes of action or rights to bring or make any such claim.

Council means the Barossa Council.

Council Allegations means the assertion by the Council that the Failure was due to design of the canopy being under-engineered, that CPR were in breach the Services Agreement and

were negligent in or about the performance of the Services and that as a consequence it suffered loss and damage for which it seeks to be compensated.

CPR means Combe Pearson Reynolds Pty Ltd.

CPR Allegations means the allegations by CPR that KD Certifiers and Jack Adcock Consulting are culpable and ought to contribute to the loss asserted to have been suffered by the Council.

CPR Payment means payment of the sum of \$160,000 inclusive GST if applicable towards the Settlement Amount.

Development Approval means the development approval granted by the Council pursuant to the Development Act in respect of the Upgrade.

Effective Time means the time at which the Council has received the Settlement Amount in accordance with the terms of this Deed.

Excluded Claim means any Claim that Safe Work SA has, or may have, against the parties to this Deed pursuant to the provisions of the Work Health and Safety Act 2012 arising out of

the Failure; and

the Services;

the Services Agreement;

the Certification;

the Certificate of Compliance;

the Council Allegations; and

the CPR Allegations

Failure means the structural failure of the canopy frame on Friday, 12 November 2021 whereby it sheared off and collapsed during construction of the changerooms and clubrooms at Angas Recreation Park.

JAC means Jack Adcock Consulting Pty Ltd

JAC Payment means payment of the sum of \$10,000 inclusive GST if applicable towards the Settlement Amount.

KD Certifiers means KD Certifiers Wayville Pty Ltd.

KD Certifiers Payment means payment of the sum of \$10,000 inclusive GST if applicable towards the Settlement Amount.

Released Claim means any Claim that a party has, or may have had but for this Deed, against the other party under, or in relation to:

1.1.1 the Failure;

1.1.2 the Services;

1.1.3 the Services Agreement;

1.1.4 the Certification;

- 1.1.5 the Certificate of Compliance;
 - 1.1.6 the Council Allegations;
 - 1.1.7 the CPR Allegations; and
 - 1.1.8 anything arising from, or in connection with, the matters raised in this Deed, whether or not in the contemplation of the parties at the time of execution of this Deed,
- including any facts asserted and/or allegations made in connection therewith, but excluding any Claim to enforce a provision of this Deed and excluding any Excluded Claims.

Services Agreement means the agreement between CPR and the Council dated 14 August 2020.

Services means the civil and structural engineering services performed by CPR pursuant to the Services Agreement.

Settlement Amount means the amount of \$180,000.00 inclusive GST if applicable.

Upgrade means the works comprising the change rooms and clubrooms at the Angas Recreation Park.

Interpretation

- 1.2 The following rules of interpretation apply in this Deed unless the context requires otherwise:
 - 1.2.1 headings in this Deed are for convenience only and do not affect its interpretation or construction;
 - 1.2.2 no rule of construction applies to the disadvantage of a party because this Deed is prepared by (or on behalf of) that party;
 - 1.2.3 where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - 1.2.4 a reference to a document (including this Deed) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
 - 1.2.5 references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this Deed;
 - 1.2.6 in each schedule to this Deed, a reference to a paragraph is a reference to a paragraph in that schedule;
 - 1.2.7 a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
 - 1.2.8 an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
 - 1.2.9 a reference to writing includes any communication sent by post, facsimile or email;

- 1.2.10 a reference to time refers to time in Adelaide, South Australia and time is of the essence;
- 1.2.11 all monetary amounts are in Australian currency;
- 1.2.12 a reference to a liability includes a present, prospective, future or contingent liability;
- 1.2.13 the word "**month**" means calendar month and the word "**year**" means 12 calendar months;
- 1.2.14 the meaning of general words is not limited by specific examples introduced by "**include**", "**includes**", "**including**", "**for example**", "**in particular**", "**such as**" or similar expressions;
- 1.2.15 a reference to a "**party**" is a reference to a party to this Deed (including any person that executes a Deed of adherence to this Deed), and a reference to a "**third party**" is a reference to a person that is not a party to this Deed;
- 1.2.16 a reference to any thing is a reference to the whole and each part of it;
- 1.2.17 a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- 1.2.18 words in the singular include the plural and vice versa; and
- 1.2.19 a reference to one gender includes a reference to the other genders.

2. Payment of Settlement Amount

- 2.1 CPR must pay the CPR Payment to the Council in the following sums, on or before for the following dates and times;
 - 2.1.1 \$70,000.00: 5pm on 29 February 2024;
 - 2.1.2 \$90,000.00: 5pm on 30 June 2024.
- 2.2 KD Certifiers must pay the KD Payment to the Council on or before 29 February 2024.
- 2.3 JAC must pay the JAC Payment to the Council on or before 29 February 2024.
- 2.4 The obligations to pay the Settlement Sum are several, and not joint and several.

3. Mutual releases

- 3.1 Subject to receipt by the Council of the KD Certifiers Payment in full in accordance with the terms of this Deed, with effect on and from the Effective Time, to the maximum extent permitted by law, each of the Council, CPR and JAC hereby irrevocably:
 - 3.1.1 waives any right to bring or pursue, and covenants not to bring or pursue, any Released Claim against KD Certifiers; and
 - 3.1.2 releases, discharges and forgives KD Certifiers from any liability for any losses in respect of any Released Claim.
- 3.2 Subject to receipt by the Council of the JAC Payment in full in accordance with the terms of this Deed, with effect on and from the Effective Time, to the maximum extent permitted by law, each of the Council, CPR and KD Certifiers hereby irrevocably:

- 3.2.1 waives any right to bring or pursue, and covenants not to bring or pursue, any Released Claim against JAC; and
- 3.2.2 releases, discharges and forgives JAC from any liability for any losses in respect of any Released Claim.
- 3.3 Subject to receipt by the Council of the CPR Payment in full in accordance with the terms of this Deed, with effect on and from the Effective Time, to the maximum extent permitted by law, each of the Council, KD Certifiers and JAC hereby irrevocably:
 - 3.3.1 waives any right to bring or pursue, and covenants not to bring or pursue, any Released Claim against CPR; and
 - 3.3.2 releases, discharges and forgives CPR from any liability for any losses in respect of any Released Claim.
- 3.4 This Deed may be pleaded as a bar and complete defence to any Released Claims commenced at any time after the date of this Deed by any party that are in any way contrary to, or inconsistent with, the releases and waivers contained in clauses 3.1 to 3.3.

4. Mutual warranties

- 4.1 As at the time of execution of this Deed and as at the Effective Time, each party represents and warrants to each other party that each of the following statements is true, accurate and not misleading by reference to the facts, matters and circumstances existing at the relevant time:
 - 4.1.1 **(binding obligations)** its obligations under this Deed are legal, valid, binding and enforceable;
 - 4.1.2 **(no duress)** its entry into this Deed is not the result of any fraud, duress, coercion, pressure or undue influence exercised by or on behalf of any person, and it is entering into this Deed freely and voluntarily;
 - 4.1.3 **(legal advice)** it has sought and obtained independent legal advice in respect of this Deed from legal advisers of its own selection, and its respective legal rights and obligations under this Deed, and the legal and practical effects of this Deed, have been fully explained to it by its legal advisers.
 - 4.1.4 **(No Admission)** it makes the respective payments as required under the terms of this Deed with an express denial of liability for any matter and its payment must not be interpreted as an admission of liability.

5. Payments

Method of payment

- 5.1 All amounts to be paid by a party to another party under or in connection with this Deed must be paid in cash or by way of bank cheque or electronic funds transfer into the account nominated by the other party.

No set-off or deduction

- 5.2 All amounts payable under or in connection with this Deed must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such

set-off, counterclaim, withholding, deduction or lien arises under this Deed (unless otherwise required by law).

- 5.3 If a party is required by law to make a deduction or withholding in respect of any sum payable under or in connection with this Deed to another party, it must, at the same time as the sum that is the subject of the deduction or withholding is payable, make a payment to the other party of such additional amount as is required to ensure that the net amount received by the other party will equal the full amount that would have been received by it had no such deduction or withholding been required to be made.

6. Confidentiality

- 6.1 Subject to Clause 6.2, the parties must keep this Deed and its content confidential.
- 6.2 The parties may disclose this Deed and its content to its legal and other professional advisors who have an actual need to know but only with respect to its obligations under this Deed.

7. Non-disparagement

- 7.1 Subject to clause 7.2, on and from the date of this Deed, each party must not:
- 7.1.1 make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that might reasonably be construed to be critical of, or derogatory or negative towards, any other party or any representative of any other party; or
- 7.1.2 cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so,
- and must take all reasonable steps to prevent its representatives and advisors from doing so.
- 7.2 Clause 7.1 shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:
- 7.2.1 promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and
- 7.2.2 reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

8. General

Further assurances

- 8.1 Each party must (at its own expense, unless otherwise provided in this Deed) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Deed.
- 8.2 Each party agrees;

- (a) Not to commence, or continue if already commenced, a claim against any party, other person or their insurer in relation to the Released Claim (other than in respect of a breach of this Deed);
- (b) Not to make an insurance claim under any applicable policy in respect of the Released Claim;
- (c) To indemnify for any costs (including legal expenses on a solicitor and client basis), charges, expenses, losses or damages suffered or incurred by another party as a consequence of breach of this undertaking (including without limitation as a consequence of the claim for equitable contribution by an insurer of a party).

Third parties

- 8.3 This Deed is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Costs

- 8.4 All costs and expenses in connection with the negotiation, preparation and execution of this Deed, and any other agreements or documents entered into or signed pursuant to this Deed, will be borne by the party that incurred the costs.

Entire agreement

- 8.5 This Deed contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Deed other than those expressly stated in it or necessarily implied by statute.

Severability

- 8.6 If a provision of this Deed is invalid or unenforceable in a jurisdiction:
- 8.5.1 it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - 8.5.2 that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

- 8.7 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Deed will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Deed.

Amendment

- 8.8 This Deed may not be varied except by written instrument executed by all of the parties.

Assignment

- 8.9 A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this Deed without the prior written consent of the other parties.

Counterparts

- 8.10 This Deed may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

Electronic exchange

- 8.11 Delivery of an executed counterpart of this Deed by facsimile, or by email in PDF or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart.

Governing law and jurisdiction

- 8.12 This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of South Australia.
- 8.13 The parties irrevocably agree that the courts of South Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

* * * *

Execution

EXECUTED as a Deed.

Signed, sealed and delivered by The Barossa Council:		
Full Name	Capacity	Signature

Executed for and on behalf of Combe Pearson Reynolds Pty Ltd (ABN 72 364 848 394) in accordance with section 127 of the Corporations Act by:		
Full Name	Capacity (circle)	Signature
David Reynolds	Director	
Neil Pearson	Director	

Executed for and on behalf of KD Certifiers Wayville Pty Ltd (ABN xxxx) in accordance with section 127 of the Corporations Act by:		
Full Name	Capacity (circle)	Signature
Vic Barone	Director	

Executed for and on behalf of Jack Adcock Consulting Pty Ltd (ABN 61 617 620 121) in accordance with section 127 of the Corporations Act by:		
Full Name	Capacity (circle)	Signature
Jack Malcolm Adcock	Director	

From: [James McEwen](#)
To: [Martin McCarthy](#)
Cc: [Nakisa Hashemi](#)
Subject: [EXTERNAL] RE: THE BAROSSA COUNCIL v COMBE PEARSON REYNOLDS PTY LTD
Date: Wednesday, 14 February 2024 9:11:10 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)

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Good morning Martin

The amendments are fine and don't put Council at any additional risk.

Are you happy for me to respond the other side so we can get this wrapped up.

Regards

James McEwen
Partner



Pirie House
Level 6, 89 Pirie Street
Adelaide SA 5000

[08 8414 3494](tel:0884143494)
 jmcewen@molawyers.com.au
 www.molawyers.com.au

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From: Martin McCarthy <mmccarthy@barossa.sa.gov.au>
Sent: Tuesday, February 13, 2024 3:42 PM

To: James McEwen <jmcewen@molawyers.com.au>

Subject: RE: THE BAROSSA COUNCIL v COMBE PEARSON REYNOLDS PTY LTD

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks and noted.

Martin McCarthy

Chief Executive Officer

E: mmccarthy@barossa.sa.gov.au | T: 08 8563 8444

From: James McEwen <jmcewen@molawyers.com.au>

Sent: Tuesday, February 13, 2024 2:52 PM

To: Martin McCarthy <mmccarthy@barossa.sa.gov.au>

Cc: Nakisa Hashemi <nhashemi@molawyers.com.au>

Subject: [EXTERNAL] FW: THE BAROSSA COUNCIL v COMBE PEARSON REYNOLDS PTY LTD

CAUTION: This Message originated outside your organization. Treat all attachments and hyperlinks with suspicion.

Hi Martin

See below and attached. I will review and advise shortly.

Regards

James McEwen

Partner



Pirie House

Level 6, 89 Pirie Street

Adelaide SA 5000

08 8414 3494

jmcewen@molawyers.com.au

www.molawyers.com.au

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From: Sean Ryan <Sean@fbrlaw.com.au>
Sent: Tuesday, February 13, 2024 10:42 AM
To: James McEwen <jmcewen@molawyers.com.au>
Cc: Charlie Parsons <cparsons@molawyers.com.au>; Marina Matthews <Marina@fbrlaw.com.au>; Vic <vic@kdcertifiers.au>
Subject: THE BAROSSA COUNCIL v COMBE PEARSON REYNOLDS PTY LTD

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Dear James,

Jack Adcock Consulting has requested changes to the Deed.

Please see below and attached.

The change are primarily;

1. The addition of a new clause 2.4.
2. A change to the mutual releases in paragraph 3.1 to reflect a release in respect of each of the parties upon those parties making payment of their contribution;
3. A new clause 4.1.4

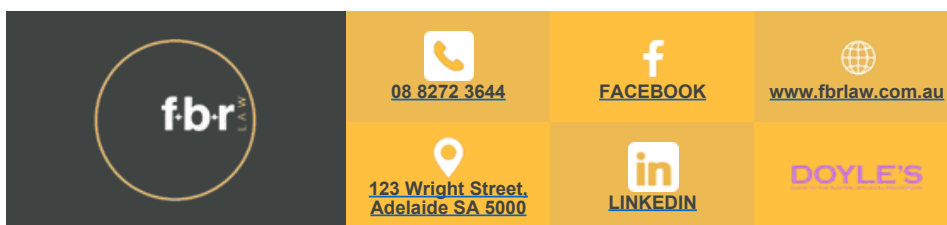
We are content with the proposed changes.

We look forward to hearing from you.

Kind Regards,
Sean Ryan

Partner
FBR Law

**Please note our office closes at 3:00pm on Fridays*



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From: Jack Adcock <jack@jackadcock.com.au>
Sent: Tuesday, 13 February 2024 9:52 AM
To: Sean Ryan <Sean@fbrlaw.com.au>; Vic <vic@kdcertifiers.au>; Annmarie <annmarie@kdcertifiers.au>
Cc: Marina Matthews <Marina@fbrlaw.com.au>
Subject: RE: THE BAROSSA COUNCIL v COMBE PEARSON REYNOLDS PTY LTD

Dear Sean

I have reviewed the proposed deed and attach my preferred amendments.

Regards

Jack Adcock BE(Civil) FIEAust CPEng NER
APEC Eng IntPE(Aus) RPEQ RBP(VIC)
Director



Jack Adcock Consulting Pty Ltd
Structural & Civil Engineering

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