

QUEENSLAND RACING COMMISSION OF INQUIRY

AFFIDAVIT OF BRETT THOMSON

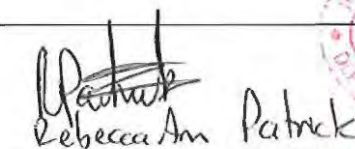
I, **BRETT THOMSON**, of Level 1, 6 Innovation Parkway, Birtinya, in the State of Queensland, director, state on oath:

1. I refer to my affidavit sworn and delivered to the Commission on 5 August 2013. On about 13 August 2013, I received a notice of "Requirement to Give Information in a Written Statement" from the Commission ("**the Second Statement Notice**"). The Second Statement Notice includes a schedule ("**the Schedule**") of eleven issues which attempt to clarify the matters which are, in part, the subject of the Commission of Inquiry.
2. My responses to the matters contained in the Schedule are, to a very significant degree, limited by the timeframes imposed by the Commission and the volume of documentary material relevant to those matters.
3. I refer to the media articles exhibited hereto and marked with the letters "**BAT-01**", "**BAT-02**", "**BAT-03**" and "**BAT-04**" which refer to a report prepared by the firm Deloitte Touche Tohmatsu ("**the Deloitte Report**").
4. Having read those media articles I believe that the information and conclusions contained in the Deloitte Report are inaccurate and have the potential to mislead the Commission. I was seriously concerned that the Deloitte Report was based on false and/or incomplete information.
5. On 22 April 2013 I wrote to Adam Carter, Acting CEO of Racing Queensland Limited.
6. Exhibited hereto and marked with the letters "**BAT-05**" is a true copy of that letter.
7. On 22 April 2013 I sent a copy of that letter, to the following email addresses. Exhibited hereto as "**BAT-06**", is a true copy of that email.
 - (a) thepremier@premiers.qld.gov.au;
 - (b) kawana@parliament.qld.gov.au;
 - (c) Buderim@parliament.qld.gov.au;
 - (d) mckennam@theaustralian.com.au;
 - (e) anthony.galloway@news.com.au;
 - (f) robyn.ironside@news.com.au.
8. On 23 April 2013 I sent a copy of exhibit BAT-05 to the firm Deloitte Touche Tohmatsu.
9. On 23 April 2013 I wrote to the Editor of the Australian Newspaper. Exhibited hereto and marked with the letters "**BAT-07**" is a true copy of that letter.
10. On 23 April 2013 I wrote to the Editor of the Courier Mail Newspaper. Exhibited hereto and marked with the letters "**BAT-08**" is a true copy of that letter.
11. On 24 April 2013 I sent a copy of exhibit BAT-05 to the Attorney General's office by email to the following email address. attorney@ministerial.qld.gov.au.



Brett Thomson

Sheet 1



Rebecca Am Patrick

Justice of the Peace/Solicitor/
~~Commissioner of Declarations~~


Porter Davies Lawyers
Level 5, 46 Edward Street
Facsimile: 07 3105 1300
Ref: RML:14854




AFFIDAVIT OF BRETT THOMSON

12. I sent a copy of exhibit BAT-05 to the recipients identified in paragraphs 7 to 11 in an attempt to correct, what I believed was, inaccurate and misleading information.
13. Despite having requested a copy of the Deloitte Report from RQL, I have not been provided with a copy by it, nor have I received meaningful responses to the letters sent to:
- (a) Deloitte;
 - (b) The Attorney General's Office
 - (c) The Premier's Office
 - (d) State Member for Buderim
 - (e) State Member for Kawana
 - (f) The Australian Newspaper;
 - (g) The Courier Mail;
14. **In regard to paragraph 1(a) of the Schedule:** Contour's first engagement by the Related Entities was to act as civil/environmental engineering consultants on the Corbould Park Synthetic Track Project located at Caloundra Queensland (Contour reference 0270).
15. Exhibited hereto and marked with the letters "BAT-09" is a true copy of the fee proposal delivered to Arben Management Pty Ltd ("Arben") dated 15 June 2007.
16. Contour was commissioned by the Relevant Entities via the project management firm Arben. I believe that Arben had been engaged by the Relevant Entities as the Project Manager for that project. Arben's representative was Martin Waters who I understood was based in Sydney, New South Wales. Prior to Arben becoming involved, Contour became aware of the project through Blacklaw Civil Contractors Pty Ltd in about May 2007.
17. I was not privy to the details of the selection processes undertaken by Arben and the Relevant Entities.
18. **In regard to paragraph 1(b) of the Schedule:** Contour's scope of engagement was limited to the provision of detailed civil engineering design and documentation of proposed track facilities, ambulance track road-works, stormwater drainage, earthworks and sediment & erosion control in preparation for application of synthetic track surface by other entities, civil engineering construction phase services, construction phase Environmental Management Plan including ESC Procedures. In broad terms, Contour's design inputs to this project could be likened to the design of a road-foundation and associated drainage systems, upon which other entities would install the synthetic surface layer and racing related infrastructure.
19. Contour were engaged by the Relevant Entities, through Arben, to provide on-site auditing of construction works and to provide input to auditing services by senior/principal engineer on a time rate basis.
20. Exhibited hereto and marked with the letters "BAT-10" is a true copy of the fee proposal delivered to Arben dated 17 December 2007. I was not privy to the details of the selection processes undertaken by Arben and the Relevant Entities.
21. **In regard to paragraph 1(c) of the Schedule:** At the time of Contour's first engagement by the Relevant Entities, Contour did not promote itself as having expertise in racecourse related consulting. The scope of Contour's first engagement was to simply provide engineering design details for the civil engineering construction works only. Contour's directors and staff held the relevant levels of experience, expertise and qualifications to undertake the scope of works as required and as listed in the Fee Proposal to Arben.
22. Contour's directors and staff held significant levels of expertise in the civil engineering design and construction phase services relating to road works, drainage, sporting fields, and golf courses. I have significant levels of experience and expertise in flooding and drainage computer modelling, which was relied upon in the design of the sub-surface drainage layer systems.


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Commissioner of Declarations
Rebecca Ann Patrick
Justice of the Peace (Qual)



23. Prior to 2007 neither Contour, nor its directors had any direct or indirect involvement in any facet of the thoroughbred racing industry or with any individuals involved in or related to the Relevant Entities.
24. During the Relevant Period, neither Contour, nor its directors, had any direct involvement in any operational facet of the thoroughbred racing industry, with the exception of some sponsorship of race events and awards events. This sponsorship was a purely commercial decision from Contour's perspective in developing and maintaining a business relationship with a significant client.
25. Neither Contour, nor its directors, have ever:
- (a) held memberships of any thoroughbred, harness or greyhound racing clubs;
 - (b) owned thoroughbred horses, harness horses or greyhound dogs;
 - (c) engaged in bookmaking or professional betting;
 - (d) had racing related associations with any trainers, jockeys, bookmakers, race club officials, control body administration inside the thoroughbred horses, harness horses or greyhound dogs; nor
 - (e) had involvement with any part of the racing industry, apart from commercial sponsorship in association with infrastructure projects that Contour had undertaken and/or QRL/RQL awards events.
26. Throughout Contour's association with the Relevant Entities, Contour considered itself as a simple supplier of professional engineering based services to a non-government client entity in RQL/QRL. Contour's association with The Relevant Entities was limited to commercial terms between client and supplier of services.
27. **In regard to paragraph 2 of the Schedule:** The first engagement of Contour to provide ***related consultancy services*** was in relation to the Corbould Park Synthetic Track Project located at Caloundra Queensland (Contour reference 0270). I was not privy to the selection process undertaken by the Relevant Entities.
28. In about late January 2008, I was contacted by Reid Sanders, the then Chief Stipendiary Steward of the Relevant Entities ("**Sanders**"), who informed me that the Relevant Entities had terminated its engagement of Arben as Project Managers and the Relevant Entities requested that Contour provide assistance with finalising the Synthetic Track project delivery. As the scope of the services required were difficult to define in a detailed brief, it was my understanding that Contour was engaged on an hourly rates basis, as a variation to its existing engagements under the Fee Proposal to Arben. It was my understanding at the time that Sanders was acting in the role of Project Manager and was looking to Contour to provide project management support (related consultancy services) in the assessment of claims from contractors, variations and other contractual matters.
29. **In regard to paragraph 3 of the Schedule:** As previously provided to the Commission, the Project Summary Table, the Chronology, computer records and paper files provide details of each engagement of Contour by the Relevant Entities. This information consists of many hundreds of pages, has been delivered to the Commission and to avoid duplication of documents is not exhibited to this affidavit.
30. During the Relevant Period, Contour provided formal fee proposals to the Relevant Entities. Based on Contour's records, it is my understanding that Contour provided approximately 22 fee proposals and fee contracts to the Relevant Entities during the Relevant Period.
31. **In regard to paragraph 4 of the Schedule:** as I have previously stated in my affidavit sworn 5 August 2013, in regard to the internal policies, processes, guidelines and measures of the Relevant Entities, I say that I had no direct knowledge of the matters referred to therein up until late 2011, as they were internal policies of the Relevant Entities. I became aware of some policies and draft policies in the fourth quarter of 2011, when I received email correspondence

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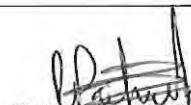


from the Relevant Entities. My knowledge of those policies, processes, guidelines and measures is limited to the information contained in those emails.

32. **In regard to paragraph 5 of the Schedule:** the scope of Contour's initial engagements were largely centred around delivering civil engineering infrastructure projects, with Contour's involvement being limited to supply of civil/structural/environmental engineering consultancy services, extending into construction contract administration and project co-ordination/management. In these initial engagements I would consider that any medium sized general civil engineering consultancy should have been able to perform a significant proportion of the roles in-house. Depending on the range of in-house capabilities, there may have been requirements for input from specialist sub-consultants for areas such as sub-surface and surface trunk drainage, flooding, environmental issues, traffic engineering, and the like. Notwithstanding the above, Contour distinguishes itself in the engineering consultancy marketplace, as being a "one-stop-shop", given that its areas of expertise extend into a relatively full range of services, which on major projects otherwise would involve multiple consulting firms to cover the subject matter.
33. As Contour's experience and expertise grew in line with its involvement in supplying racing related engineering services to the Relevant Entities, interstate and internationally, it is my belief that Contour's depth of knowledge, and contemporary experience placed Contour in an exclusive group of engineering firms in Australia, with a reputation for specialised skills relating to the design of thoroughbred racing infrastructure.
34. Exhibited hereto and marked with the letters "BAT-11" is a true copy of Contour's generalised marketing material.
35. Exhibited hereto and marked with the letters "BAT-12" is a true copy of Contour's racing industry marketing material.
36. I believe Victorian-based Dalton Consulting Engineers actively markets itself in the racing industry. I understand that Dalton Consulting Engineers has recently been engaged by the Relevant Entities as project engineers on the design of the Toowoomba track upgrade. I also believe that Kelly Covey Group, a Tamworth based consultancy (which merged with a Sunshine Coast firm), has some expertise in the design of greyhound and/or harness track infrastructure.
37. **In regard to paragraph 6 of the Schedule:** Contour generally applied the type of tender processes for major construction projects that it would for any private client. The tender process involved production of tender documents in accordance with Australian Standards including design drawings, specifications, schedules of rates, annexures and special conditions. The tender process generally involved inviting contractors who had recently successfully completed similar projects, and/or were considered to hold suitable levels of expertise, resources and capacity.
38. For all major project works, Contour consulted with the Relevant Entities prior to and during the selection processes by which contractors and sub-contractors were selected.
39. On several occasions, which I cannot specifically recall, the Relevant Entities instructed Contour to ensure that contractors, local to the region where the works were to be undertaken, would be included in the tender process.
40. Further, where Contour acted as the superintendent to the contracts, as defined in the relevant contract documents and Australian Standards, Contour, in its capacity as superintendent, generally provided services including;
- (a) attendance to site meetings;
 - (b) audit inspections of works against the requirements of the contract;
 - (c) assessment of claims against the contract;
 - (d) instructions to the contractor and Principal regarding variations;
 - (e) assessment of variations; and

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- (f) other matters in accordance with the Australian Standards.
41. In regard to Contour's management of construction tenders and construction contracts, Contour generally applied processes including:
- (a) compilation of tender documentation generally based on Australian Standard Contract form;
 - (b) invitations to contractors who were considered to hold suitable levels of expertise, resources, management systems and capacity. (There was also a deliberate focus to include contractors who resided in close regional proximity to the project site, as requested by the Relevant Entities);
 - (c) undertaking assessment of the tenders against the selection criteria (price and non-price criteria) to provide assistance to the Relevant Entities to make an informed decision as principal to the contract in their selection of a contractor;
 - (d) Meeting with the top 2 or 3 tenderers to confirm details, timing, capacity, price and resourcing; and
 - (e) Production of Australian Standard Contracts for execution by both the principal and the contractor.
- The Chronology and file information previously provided to the Commission provides specific details of each tender process managed by Contour for the Relevant Entities.
42. The tender documentation was generally structured in accordance with processes that Contour would provide as part of its normal business activities for private company clients and generally involved production of tender documents in accordance with Australian Standards, including:
- (a) Tender Form;
 - (b) Annexure Part A;
 - (c) Annexure Part B;
 - (d) Bill of Quantities;
 - (e) Engineering Design Drawings;
 - (f) Project Specifications;
 - (g) Construction Specifications;
 - (h) General Conditions of Tendering; and
 - (i) Special Conditions of Contract.
43. I believe that the documentation contained in the Chronology combined with Contour's files confirms that:
- (a) each major construction contract managed by Contour was subject to a formal tender process, where tenders were sought from at least two contractors;
 - (b) for each contract, Contour provided tender documentation which was based on the format of a draft Australian Standard Contract and included detailed design, costing and project plan;
 - (c) for each contract, Contour provided a detailed Tender Assessment Report which was provided to assist the Relevant Entities to make an informed decision in selecting a contractor;
 - (d) for each contract, Contour assessed all contractors' claims against contracts and issued claim certificates to the Relevant Entities together with contractors' invoices for payment by the Relevant Entities.

- (e) for each contract, Contour held regular project meetings with the Relevant Entities at the construction site attended by representatives of the Relevant Entities. At these meetings the following items were tabled:
 - i. project co-ordination issues;
 - ii. cost-to-budget;
 - iii. claims;
 - iv. output quality; and
 - v. progress against the time programme were tabled.
- 44. Contour in its capacity as contract superintendent and/or engineers, generally attended regular (approximately fortnightly) project co-ordination meetings. Invitees to these meetings included:
 - (a) contractor;
 - (b) principal's representative (The Relevant Entities);
 - (c) local race club representatives;
 - (d) local club course manager;
 - (e) sub-consultants and sub-contractors; and
 - (f) stakeholder's representatives.
- 45. At project co-ordination meetings the following issues were generally tabled:
 - (a) construction issues;
 - (b) management of conflicts between construction operations and ongoing racing/training operations;
 - (c) changes to project scope;
 - (d) variations; and
 - (e) project progress against the programme for completion.
- 46. Upon closing of the tender period, Contour made assessment of the tenders and would negotiate further with the top 2 or 3 to confirm pricing, capacity, resources and other relevant issues. At the end of the tender assessment phase, Contour would then provide to RQL a Tender Analysis Report detailing:
 - (a) the list of tenderers invited;
 - (b) the list of tenderers who responded and lodged tenders;
 - (c) details of the content of each tender;
 - (d) a table comparing the relevant attributes and details of each tender; and
 - (e) an assessment of the tenders against the selection criteria (price and non-price criteria) to provide assistance to the Relevant Entities to make an informed decision as principal to the contract in their selection of a contractor.
- 47. Based on the above, it is my considered opinion that Contour provided services based on tender processes that delivered value for money outcomes for the Relevant Entities.
- 48. In some instances the Relevant Entities engaged their own internal procurement processes for some components of Construction Projects. Examples of this included:
 - (a) supply and installation of Synthetic track material;
 - (b) supply and/or installation of turf;
 - (c) supply and/or installation of irrigation systems;

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[Signature]
 Commissioner of Declarations
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- (d) supply and installation of communications, audio-visual systems, camera systems, fibre optic cabling, race timing systems, and other systems for television broadcasting;
 - (e) supply of Stewards/Camera Towers;
 - (f) supply and/or installation of Running Rails;
 - (g) supply of sand materials for sand training tracks;
 - (h) supply of sand material for growing medium layers for turf tracks; and
 - (i) supply of drainage aggregate materials for growing medium layers for turf tracks.
49. There were also instances where the local race club procured certain components of a construction project.
50. During the Relevant Period the primary contact person for the Relevant Entities changed from time to time and from project-to-project. The Relevant Entities' internal project managers included:

Phase 1- Prior to 2011:

- (a) Martin Waters (Arben Management);
- (b) Reid Sanders (RQL Chief Stipendiary Steward);
- (c) Paul Brennan (RQL Racing Product Manager);
- (d) Shara Murray/Reid (RQL Company Secretary);
- (e) Malcolm Tuttle (RQL CEO);
- (f) Damian Raedler (Qld Harness Racing); and
- (g) Bob Bentley (RQL Chairman).

Phase 2- Post to 2011:

- (h) Bob Bentley (RQL Chairman);
 - (i) Paul Brennan (RQL Racing Product Manager);
 - (j) Mark Snowden (RQL Project Manager / Project Director);
 - (k) Warren Williams (RQL Track Development and Maintenance Manager);
 - (l) Todd Martindale (RQL Project Manager); and
 - (m) Russell Thompson (RQL Project Manager, **post his leaving Contour**).
51. Contour's Project Co-ordinator/Manager of projects included:
- (a) Brett Thomson (Director);
 - (b) Andrew Davis (Design Office Manager/Senior Civil Designer);
 - (c) Tim Freeman (Senior Engineer/Project Coordinator);
 - (d) Tony Shelley (Former Director - Albion Park Re-surface for Harness Qld prior to merger);
 - (e) David McDougall (Senior Engineer/Project Coordinator);
 - (f) Brendan Lowther (Senior Structural Engineer)
 - (g) Russell Thompson (Senior Project Coordinator/Manager/Engineer- prior to his leaving Contour and employment with RQL);
 - (h) Kate Broadbent (Senior Project Manager/Engineer); and
 - (i) Paul Willett (Senior Engineer/Project Coordinator)



- (j) Richard McCulloch (Senior Design Engineer)
- (k) Matt Brooks (Design Engineer);
52. Following are the major construction contractors engaged by the Relevant Entities through processes managed by Contour:
- | | |
|-----------------------------------|--------------------------------------|
| (a) Shadforth Civil Contractors | 0373 - Rockhampton Turf; |
| (b) Turf Irrigation Services | 0373 - Rockhampton Turf; |
| (c) Blacklaw Civil Contractors | 0318 - Caloundra Stables Earthworks; |
| (d) Integral Constructions | 0318 - Caloundra Stables Buildings; |
| (e) Callum Plant Contracting | 0377 - Beaudesert Flood Remediation |
| (f) Blacklaw Civil Contractors | 0432 - Toowoomba Synthetic Track; |
| (g) THORN/Toowoomba Lighting Elec | 0432 - Toowoomba Lights; |
| (h) PHILLIPS/Fallon Electrical | 0436 - Caloundra Lights; |
| (i) Blacklaw Civil Contractors | 0546 - PART-Caloundra Misc List; |
| (j) Alan Trevanian Contracting | 0546 - PART-Caloundra Misc List; |
| (k) StrathAyr Tasmania | 0550 - Mackay Turf Track; |
| (l) National Buildplan | 0550 - Mackay Jockeys/Swab Bldg; |
| (m) National Buildplan** | 0550 - Mackay Function Facility; |
| (n) Fergus Constructions | 0550 - Mackay Judges Tower; and |

** Note that National Buildplan were commissioned on this project when the winning tenderer "Summer and Staff" withdrew their tender.

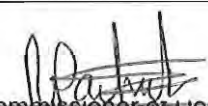
53. I believe that the documentation contained in the Chronology and file information previously provided to the commission provides detailed information on the invitees to the tenders. Below is a summary of the number of competitive tender invitations for major projects managed by Contour:
- | | |
|---|--|
| (a) Rockhampton Turf and Sand Track | - 9 tenders invited. |
| (b) Toowoomba Synthetic Track | - 5 tenders invited. |
| (c) Toowoomba Lighting Upgrade | - 3 tenders invited. |
| (d) Caloundra Stables Earthworks | - 5 tenders invited. |
| (e) Caloundra Stables Buildings | - 5 tenders invited. |
| (f) Caloundra Lights | - 4 tenders invited. |
| (g) Albion Harness Track | - 5 tenders invited |
| (h) Caloundra Miscellaneous List (Stages 1-9) | - 3 tenders invited. |
| (i) Caloundra Miscellaneous List (Zone D) | - 5 tenders invited. |
| (j) Mackay Turf Track | - 5 tenders invited. |
| (k) Mackay Stewards and Jockeys Building | - Expression of Interest Advertised in Mackay Paper - 9 EOI's received. |
| (l) Mackay Function Facility Building | - Expression of Interest Advertised in Mackay Paper - 23 EOI's received. |
| (m) Mackay Grandstand Demolition | - Expression of Interest Advertised in Mackay Paper - 7 EOI's received |

- (n) Mackay Judges Tower - 4 tenders invited.
- (o) Mackay Members Building Renovation – 6 tenders invited.
54. I believe that each major construction contract entered into by the Relevant Entities, and managed by Contour occurred by means of a competitive process involving tenders.
55. Prior to fourth quarter of 2011, Contour applied its own internal policies for the selection and engagement of Contractors as it would for any private company client. Subsequent to the fourth quarter of 2011, the Relevant Entities provided some draft instructions to Contour in regard to procurement policy changes.
56. In the circumstances which I have referred to above, it is my opinion that the engagement of major Contractors, and in general sub-contractors, was underpinned by sound procurement practices.
57. In regard to paragraph 7 of the Schedule: I believe that the Mannix Group is a company operated by Mark Snowdon ("Snowdon"). The Mannix Group has no ties or association with Contour. Contour did not engage the Mannix Group at any stage throughout the Relevant Period
58. **Milestone Management ("Milestone")** was a company operated by Russell Thompson ("RThompson"). Contour employed RThompson through Milestone and the "Russell Thompson Investment Trust" from October 2010 through to March 2012 as a Senior Project Manager. Milestone was engaged in a sub-consultant capacity to provide a single human resource to Contour, being the "key-person" of RThompson.
59. Exhibited hereto and marked with the letters "BAT-13" is a true copy of Contour's Independent Contractor Agreement with Milestone Management Pty Ltd, commencing on 19 October 2010.
60. During his time with Contour, RThompson had some level of involvement in most, if not all of the Relevant Entities' Industry Infrastructure Plan ("IIP") projects, and supervised/managed construction of the Ooralea Track upgrade works at Mackay.
61. In March 2012 RThompson commenced employment with the Relevant Entities, as a project manager, working on the same projects that he was working on during his engagement with Contour.
62. **Duke Environmental ("Duke")** is a trading name for the Company Powerful Owl Qld Pty Ltd. Powerful Owl Pty Ltd has two share-holders being [REDACTED] and me, with [REDACTED] being the sole Director. I am married to [REDACTED] and was employed by Duke Environmental from 2004 to 2006, prior to me taking a position with Contour.
63. Duke is an Environmental Management Consultancy.
64. Contour employed the human and other resources of Duke throughout the Relevant Period on a sub-consulting basis, and on a project-by-project basis. Duke was engaged in a sub-consultant capacity to provide specialist human resources (environmental scientists) to Contour. Over the period of these engagements, Duke staff were treated as essentially staff members of Contour on an ad-hoc basis, as required, to service the requirements of projects for the Relevant Entities and other clients.
65. I refer to exhibit BAT-09, being the first engagement of Contour by the Relevant Entities, dated 15 June 2007. Page 3 of that document lists human resources of Contour as being Stephen Hayes and Daniel Chamberlayne. Both of these human resources were at the time employed by Duke Environmental.
66. Examples of qualifications of key staff employed by Duke Environmental during the relevant period include:
- (a) [REDACTED] - MEngSc BAppSc(Chem) PGDipEd CEnvP MEIANZ
- (b) Stephen Hayes – B EnvSc (Hons) MEIANZ
- (c) Daniel Chamberlayne – B Eng (Env)

- (d) Alistar Trendell – B Eng
 - (e) Daisy Koch – B Eng
 - (f) Sarah Powell – B EnvSc MEIANZ
 - (g) Mahdi Green – BSc (Hons) Dip Bus ACDC
67. I believe that examination of Contour fee proposals and fee contracts, which have previously been provided to the Commission, will confirm that Contour included Duke's staff as Contour's resources throughout the Relevant Period.
68. As I was not the only Director of Contour, the engagement of Duke Environmental has always been subject to an "arms-length" type approach. Over the years there were many machinations of commercial arrangements between Duke Environmental and Contour to protect the related, and non-related, interests inside each company, while providing a platform for sharing of resources and overheads. This culminated in a sub-consulting contract agreement between Contour and Duke.
69. Exhibited hereto and marked with the letters "BAT-14" is a copy of Contour's Independent Contractor Agreement with Duke Environmental, dated 28 May 2010.
70. The relationship between Contour and Duke Environmental was known to the Relevant Entities for the majority of the Relevant Period. The Relevant Entities continued to utilise the services of Duke throughout the Relevant Period.
71. It is my opinion that fees charged by Duke Environmental to Contour and directly to the Relevant Entities were consistent with industry norms at the time and represented value to the Relevant Entities.
72. **In regard to paragraph 8(a) of the Schedule:** In general terms for each project, the Relevant Entities were in control of the project scope, project timing, project cost, project quality and project risks, including all strategic and financial decisions.
73. The Relevant Entities gave directions and instruction to Contour in regard to:
- (a) the process of selection of potential tenderers;
 - (b) the approval of the tender brief (draft tender documentation was generally provided to the Relevant Entities for approval prior to going to tender);
 - (c) the final selection of contractor;
 - (d) the payment of claims;
 - (e) changes to project scope;
 - (f) the authorisation of significant variations;
 - (g) the progress of construction works against milestones and deadlines; and
 - (h) development approvals processes.
74. **In regard to paragraph 8(b) of the Schedule:** Contour would gain authorisations and approvals from the Relevant Entities by way of resolutions at meetings, emails, formal letters and phone calls.
75. **In regard to paragraph 8(c) of the Schedule:** Contour's processes included review of claims for payments by contractors and certification for payment (when in the capacity of lead consultant or contract superintendent). These claim certificates were then issued to the Relevant Entities for payment together with an invoice from the Contractor.
76. For services provided to the Relevant Entities, Contour provided formal tax invoices. Copies of Contour's invoices from its records have been previously provided to the Commission.
77. **In regard to paragraph 8(d) of the Schedule:** It is my understanding, with respect to major construction contracts, that the Relevant Entities relied on Contour's processes for the

production and management of tenders. I believe that the tender processes applied by Contour in these instances delivered value for money to the Relevant Entities.


78. **In regard to paragraph 8(e) of the Schedule:** I believe that the overall cost of projects managed by Contour did in fact deliver value for money.
79. **In regard to paragraph 9(a) and 9(b) of the Schedule:** Contour retains intellectual property rights in accordance with Contour's "Conditions of Engagement for Consulting Services".
80. **In regard to paragraph 9(c) of the Schedule:** I am unable to provide a meaningful response to the matters in paragraph 9(c) as I am not aware of any request having been made and the hypothetical proposition posed in that paragraph would have required discussion between the directors of Contour and possibly legal advice.
81. **In regard to paragraph 10(a) of the Schedule:** In about February 2009, and prior to Contour having knowledge of what later would be encompassed as the IIP, Contour was requested by the Relevant Entities to make a site visit to the Mackay Racecourse. The visit to Mackay was to undertake a review of existing facilities, including the turf track, judges' tower, grandstand, betting ring, bars, function facilities, jockeys/stewards facilities and swab stall. There was also a concept proposed for new stable facilities.
82. In about January 2010 and prior to Contour having knowledge of, what would later be the IIP, Contour was requested by the Relevant Entities to make a site visit to the Beaudesert Racecourse. The visit to Beaudesert was to undertake a review of existing facilities, including the turf and sand tracks, judges' tower, grandstand, betting ring, bars, function facilities, jockeys/stewards facilities, and machinery shed. There was also a concept proposed for new stable facilities.
83. Later in 2010, I would come to understand that the Relevant Entities wished to develop a "Strategic Asset Management Plan" ("SAMP") for key racing infrastructure assets in the state of Queensland. From Contour's perspective the SAMP would require an assessment of the functionality, condition and safety aspects of existing key racing facilities across the state in the context of their strategic ranking by the Relevant Entities. The ranking of tracks included "Metropolitan", "Provincial", and "Country". At this juncture I was not aware that the SAMP would be funded by the State Government.
84. With Contour having already undertaken assessments of the Mackay and Beaudesert sites, the assessments of other tracks were, from Contour's perspective, a logical extension of services provided on Mackay and Beaudesert. The services were also a logical extension of services that it had recently provided to the Relevant Entities in the design and construction phase services for synthetic, turf, and sand tracks, lighting and stabling on other projects in Queensland, interstate and internationally.
85. Sometime during the development of SAMP, the terminology changed to be known as the IIP. The first draft of the IIP would later be known as the Draft IIP and included the sale of Albion Harness/Greyhound facilities.
86. Exhibited hereto and marked with the letters "BAT-15" is a true copy of Contour's Asset Plan Budget Estimate Report dated November 2010, being an example of the type of outputs provided by Contour to the Relevant Entities during the SAMP/IIP phase.
87. The IIP was presented to the racing industry in about December 2010. Exhibited hereto and marked with the letters "BAT-16" is a true copy of RQL's Industry Infrastructure Plan Document that heavily relied upon Contour's inputs.
88. I believe that in about May 2011, the IIP funding was approved by the Queensland State Government albeit with the exclusion of the Albion Park sale and with modified budgets for expenditure on each track. The modified budgets for individual sub-projects included in the final IIP funding were developed outside of the knowledge of Contour.
89. In summary, Contour's involvement in the development the IIP grew out of its initial involvement in Mackay, Beaudesert, and the SAMP.


Commissioner of Declarations
Rebecca Ann Patrick
Justice of the Peace (Qual)




90. The nature of Contour's involvement with the IIP consisted of consultancy services in the form of:
- (a) visits to each site to document constraints and opportunities in regard to project requirements as briefed by the Relevant Entities;
 - (b) concept Master Planning of projects, including concept plan documentation and presentations;
 - (c) liaison with the Relevant Entities, stakeholders, and state/local governments on regulatory planning approvals and licencing;
 - (d) undertaking preliminary engineering designs to facilitate detailed construction cost estimates that would later be used as basis for funding decisions;
 - (e) providing detailed summary reports on each sub-project including assessment of the above. Exhibited hereto and marked with the letters "BAT-17" is a true copy of Contour's Strategic Asset Management Plan Construction Cost Budget Report on the Gold Coast Racecourse dated September 2010, being an example of the type of outputs provided by Contour to the Relevant Entities for each individual site included in the SAMP/IIP; and
 - (f) undertaking detailed design and tender phases for projects identified as being on the critical path to achieve the IIP role-out programme, under instruction from the Relevant Entities.
91. **In regard to Item 10(b) of the Schedule:** the total sum charged to the Relevant Entities is approximately \$1,728,146 (excluding GST). Note that Mackay detailed engineering and construction phases are treated under a separate contract.
92. **In regard to Item 11(a) of the Schedule:** Contour's total company revenue for the period of 9 November 2005 through to 30 June 2013, amounts to approximately \$16,490,220 (excluding GST). It is to be noted that the period referenced includes the first years of Contour's inception where revenues were inside the start-up phase.
93. **In regard to Item 11(b) of the Schedule:** Based on Contour's records, there were approximately 365 invoices issued to the Relevant Entities during the Relevant Period. Contour's total revenue generated from services provided for the Relevant Entities amounts to approximately \$5,634,333 (excluding GST). Note that this figure includes revenue up to 30 June 2013.
94. The facts and circumstances to which I have deposed above are within my own knowledge except those to which I have deposed from information only and my means of knowledge and belief and sources of information appear on the face of this affidavit.

Sworn by **BRETT THOMSON** on **27 August 2013** at **Birtinya, Queensland** in the presence of:



Deponent


Rebecca Ann Patrick
Justice of the Peace/Solicitor/
-Commissioner of Declarations




QUEENSLAND RACING COMMISSION OF INQUIRY

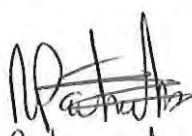

CERTIFICATE OF EXHIBIT

Bound and marked **BAT-1 – BAT-17** are the exhibits to the affidavit of **Brett Thomson** sworn 27 August 2013.

EXHIBIT	PAGE NO.
BAT-1 Media articles (the Deloitte Report)	1
BAT-2 Media articles (the Deloitte Report)	2
BAT-3 Media articles (the Deloitte Report)	3
BAT-4 Media articles (the Deloitte Report)	4
BAT-5 Letter to Adam Carter, Racing Queensland Limited, dated 22 April 2013	5-6
BAT-6 Letter to Adam Carter, Racing Queensland Limited, dated 22 April 2013	7-15
BAT-7 Letter to the Australian Newspaper	16-19
BAT-8 Letter to the Courier Mail Newspaper	20-23
BAT-9 Fee proposal, dated 15 June 2007	24-29
BAT-10 Fee proposal, dated 17 December 2007	30-32
BAT-11 Contour's generalised marketing material	33
BAT-12 Contour's racing industry marketing material	34-40
BAT-13 Contour's Independent Contractor Agreement with Milestone Management Pty Ltd	41-69
BAT-14 Contour's Independent Contractor Agreement with Duke Environmental	70-94
BAT-15 Contour's Asset Plan Budget Estimate Report, dated November 2010	95-142
BAT-16 RQL's Industry Infrastructure Plan Document	143-186
BAT-17 Contour's Strategic Asset Management Plan Construction Cost Budget Report, dated September 2010	187-213



 Deponent


 Rebecca Ann Patrick
 Solicitor
 Justice of the Peace (Qual)


CERTIFICATE OF EXHIBIT

Filed on behalf of Brett Thomson

Porter Davies Lawyers

Level 5, 46 Edward Street
 BRISBANE QLD 4000
 Telephone: 07 3001 2100
 Facsimile: 07 3105 7360
 Ref: EES:14854

Labor in \$20m racing payment rush before poll defeat

EXCLUSIVE

MICHAEL McKENNA
QUEENSLAND POLITICAL
EDITOR

JUST before last year's election defeat, the Bligh government approved more than \$20 million in payments for a project management company that secured \$158m in work from the then Labor-aligned board of Racing Queensland without almost all of

the contracts going out to tender.

Former Racing Queensland board members, including Labor heavyweight Bill Ludwig and veteran racing administrator Bob Bentley, are facing questions about the rollout of a widescale upgrade of tracks and facilities after an audit found the contracts were not put to tender, payments were made without proper authorisation and there were no records showing checks on the cost and quality of the work.

A report of the forensic audit, by Deloitte Touche Tohmatsu,



Ludwig



Bentley

has called for a full investigation into the Racing Queensland contracts by Queensland's anti-corruption body, the Crime and Misconduct Commission, as well as the state auditor-general.

While the audit focuses on Sunshine Coast-based Contour Consulting Engineers — appointed to co-ordinate and/or design \$158m in works, of which \$60m was completed before the Newman government froze the program — the report also criticises Racing Queensland's dealings with other contractors between 2007 and last year.

It is suspected that Contour — found to have charged up to 39 per cent more for its project management work on an hourly rate in a comparison with six other com-

panies of its type — had about 37 contracts with Racing Queensland, with just one involving a tender process.

"Our review did identify gaps in the documentation and application to associated procurement processes, in particular as this applies to Contour," the report said.

"However, these gaps were not isolated to Contour and were also evident across other contracts and arrangements."

More than \$20m in funds for the now-controversial capital

Continued on Page 2

"BAT-02"

Bligh Labor in \$20m rush before defeat

Continued from Page 1

works program of Racing Queensland was signed off in the dying days of the Bligh government, as the Liberal National Party was riding high in the polls and promising a cleanout of the industry body.

The audit report's findings follow probes by the CMC and the Australian Securities and Investments Commission into the board's pre-election approval of new employment contracts for four Racing Queensland executives — several of whom oversaw the capital works and contracts. They received 30 per cent pay rises and \$1.85m in payouts when they quit after the Bligh government lost office last year.

Two of the executives — Malcolm Tuttle and Paul Brennan — went to work for Contour soon after the March election.

Mr Ludwig, the ALP powerbroker and former boss of the Australian Workers Union, yesterday dismissed the report's findings and its call for a CMC inquiry.

Contour managing director Brett Thomson yesterday conceded the company had secured contracts from Racing Queensland without the work going to tender, but he denied any wrongdoing.

"There were tender processes, but not always. But that is something that Racing Queensland will have to answer," he said.

Mr Bentley, who was chairman of Racing Queensland until last year, could not be contacted.

Racing Queensland acting chief executive Adam Carter confirmed the previous board had moved to push through "funding deeds", worth tens of millions of dollars, from the Bligh government just before the election.

"It was in the orders of tens of millions of dollars," Mr Carter said. "We got the funding deeds,

which meant that as they were signed we would get the money, but the Newman government froze all the payments and now we need government approval for anything over \$20,000."

The audit found that despite Racing Queensland's "contract register" being incomplete, there was evidence suggesting Contour had had 37 contracts with the body, which included work on racetrack facilities at Corbould Park, Caloundra; Callaghan Park in Rockhampton; and Ooralea Racecourse in Mackay.

Contour earned more than \$6m in management fees alone on the work.

"There was only one instance identified where a tender process was followed involving the engagement of Contour," the report said.

"The majority of the projects reviewed did not have detailed design, costing and project plan documentation on file. . . ."

"All of the projects reviewed did not contain any reporting addressing the outcomes of the project, including cost to budget, quality of product and timeliness, although some discussions were identified in board minutes."

In parliament this week Premier Campbell Newman flagged the possibility of a wide-ranging inquiry into Racing Queensland after he came under attack by Labor frontbencher Tim Mulherin, who was racing minister in the Bligh government.

"What investigations, I ask the house, were instigated by the former minister for racing, who has had a lot to say today?" Mr Newman told parliament.

"What did he do? Perhaps we should have an investigation that is a bit broader than the current one into what he did or, more importantly, did not do as the minister for racing."

Mr Tuttle and Mr Brennan did not return calls.

"BAT-03"

Major racing work did not go to tender

Allison Sandy

SOME former directors of Racing Queensland Ltd, including Bob Bentley and Labor heavyweight Bill Ludwig, could face criminal charges or a ban from operating on other boards in the wake of a forensic audit into the organisation's financial processes.

The Courier-Mail understands that the draft report by accountancy firm Deloitte raises concerns about the board's handling of major building contracts following allegations \$150 million in contracts was awarded to an engineering firm without first going to tender.

Investigations by the Crime and Misconduct Commission and ASIC are continuing into the board's approval of new employment contracts for four executives which led to a \$1.9 million in payouts after they quit following last year's state election.

Mr Bentley and other RQ board members have said they acted in the company's best interests in an effort to retain senior management.

The new contracts "en-



Anything over \$100,000 should have gone out to tender

RQL acting chief executive Adam Carter

titled the executives to resign from RQ following the state election and to receive the same termination payments as if they had been made redundant", the state's Auditor-General found last year.

Two of the executives, former RQ chief executive Mal Tuttle and Paul Brennan, now work for Contour Consulting - the Sunshine Coast engineering firm which was the recipient of the building contracts in question.

RQ acting chief executive Adam Carter said failure to put the contracts out to tender, was a contravention of the organisation's policy.

"Anything over \$100,000 should have

gone out to tender and all those jobs were over \$100,000," Mr Carter said.

Late last year, former RQ chairman Mr Bentley said everything he and his board did was "above board" and tenders were not called because Contour was a preferred contractor doing specialist work.

After the state election in March last year, RQ put a hold on all infrastructure spending, which included \$100 million in contracts to Contour Consulting for track works and renovations.

Contour's managing director Brett Thomson in November denied "there was anything done that wasn't above board".

Mr Carter said the final report by Deloitte was due for completion next month and would be referred to the CMC and ASIC, which are investigating, along with the Queensland Auditor-General.

Mr Ludwig declined to comment on investigations and Mr Bentley did not return phone calls. Both have previously denied any wrongdoing.

Ex-chief denies using turf club cash

EXCLUSIVE

MICHAEL McKENNA
QUEENSLAND POLITICAL
EDITOR

A HIGH-profile racing identity is facing allegations he had a drive way laid at his stud using materials meant for a new car park at the Toowoomba Turf Club.

A forensic audit of the former Bligh government's planned \$158 million upgrade of regional racetracks, in which almost all contracts were awarded without tender by the former Labor-aligned Racing Queensland board, has recommended an investigation into alleged overcharging for the car park and claims some asphalt was used by then turf club chairman Neville Stewart on his Darling Downs property west of Brisbane.

Mr Stewart, a veteran stud owner and former Liberal Party state vice-president, yesterday dismissed the allegations.

He said he was not involved in negotiations for the construction of the car park and had never used contractor Contour Consulting Engineers — at the centre of a widening probe into Racing Queensland's capital works program — in any work at his home or stud.

The allegations emerged as Queensland Attorney-General Jarrod Bleijie confirmed he will today seek cabinet approval for a parliamentary committee into the awarding of the Racing Queensland contracts between 2007 and last year.

On Saturday, *The Weekend Australian* revealed the findings of the audit report — which recommended an investigation into the contracts by the Crime and Misconduct Commission — and how the Bligh government approved more than \$20 million in payments for the works in the days before it lost power in March last year.

Mr Bleijie said he would seek approval for the inquiry to have the power to compel witnesses to appear and believed deputy opposition leader and former racing minister Tim Mulherin and union heavyweight and former Racing Queensland board member Bill Ludwig should give evidence.

He said yesterday the inquiry needed to investigate who approved the payments and if it went through cabinet.

Mr Stewart, who has long maintained close ties with Labor politicians despite being a Liberal official, was chairman of the Toowoomba Turf Club when its grass track was replaced with a cushion track as part of the state-wide capital works program.

The construction of the new car park was paid for by the Toowoomba Turf Club and carried out as the cushion track neared completion in 2009.

The audit by Deloitte Touche Tohmatsu has raised questions about its \$483,000 cost after the new turf club board received a quote of \$200,000 for a planned second car park, which was reportedly half the size.

The auditor said there was no evidence of any tendering process for the car park.

Mr Stewart said he had almost no involvement in the commissioning of the car park as the decision was made while he was on compassionate leave after the death of his son.

"It is an outrageous allegation," he said.

"Any of the work that I have done on my property has not involved Contour and had nothing to do with the negotiations or contracts with them."

While the audit focuses on Contour — appointed to coordinate and/or design \$158m in works, of which \$60m was completed before the Newman government froze the program — the report also criticises Racing Queensland's dealings with other contractors between 2007 and last year.

"BAT-J4"



Our Ref: CIV01056

22 April 2013

Mr Adam Carter
Acting CEO
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

Dear Mr Carter

SUBJECT: INACCURATE REPORTING

Based on media reports in the Australian and Courier Mail newspapers in recent days, we understand that a report by Deloitte Touche Tohmatsu (DTT) has been produced following an audit of RQL's procurement procedures, and that Contour has been referred to, along with other consultants, in that report.

As it appears as though the DTT report has already been circulated either in part or in full to the media, we would be grateful if you could provide a copy to this office also. We look forward to the receipt of the report.

Notwithstanding the above, we hold significant concerns regarding the accuracy of the information provided to the media. You would understand, based on the serious tone of the media articles, that there are significant potential adverse impacts that inaccurate or misleading information can have on professional reputations, leading to character defamation.

With regard to inaccuracies, we note that you have been quoted in several newspaper articles in relation to this matter. It would be appreciated if you could clarify with the media the amount of fees that were paid to Contour over the period of the last six (6) years or so. Our records indicate that the total amount paid to Contour, over numerous years of service, is in the order \$5.8 million. You will have observed that the media consistently refers to an amount of \$150 million to \$158 million of contracts "awarded" to Contour.

As you know, Contour has never, repeat never, been awarded contracts anywhere near the value of \$150 million. In fact, we have never been awarded contracts in excess of the \$5.8 million, as referenced above.

We note that at no stage in compiling its report did DTT contact Contour to ensure it had accurate and complete information prior to releasing its findings, a number of which have been quoted in numerous media outlets. We also note that the inaccurate information referred above, has formed a core component of numerous articles promulgating numerous inaccuracies.

This gives rise to three (3) serious concerns; the first being that a report by DTT seemingly suggests that Contour has been awarded contracts to the tune of \$150 million, which is false. Secondly, the State Government, in considering the calling of a parliamentary enquiry into this matter, may rely on this false information. Thirdly, the media reports seem to mislead the reader into believing that construction contracts completed by Racing Queensland were not tendered. This is simply not the case, as all construction contracts that Contour were involved with, underwent a rigorous tender process in accordance with the Australian Standards, resulting in a formal contract between Racing Queensland and the Construction Contractor. If the audit by DTT did not find reference to these contracts, then we also require, for the sake of accuracy, that the DTT report be amended. In your previous

role as Chief Financial Officer, we understand that you are fully aware that these contracts exist.

Further, we also note that the Australian Newspaper on Monday 22 April 2013, references Contour in an article by Michael McKenna (Queensland Political Editor) in regards to a car park upgrade at Clifford Park, Toowoomba, which is apparently referenced in the DTT report. By way of this correspondence we place on record that Contour had no involvement in the construction contract for the car park upgrade. Contour was engaged by the Toowoomba Turf Club in an engineering design capacity, whilst the Toowoomba Turf Club was responsible for the direct engagement of the contractor.

We have taken the opportunity to provide a copy of this correspondence to interested parties, which include The Courier Mail, The Australian, The Premier, State Members of Parliament and DTT to ensure that these important facts are brought to the attention of those parties that may have been misinformed. As you would appreciate, the publication of the facts is very important, as with the lack of clarity, we believe that our firm's reputation, and the reputation of individuals, has been seriously damaged.

Also, we note that media reports indicate that the State Attorney General was to call today for a parliamentary inquiry into the matters raised in the media. It would be completely unjust and unwarranted to hold a parliamentary inquiry, if such inquiry was initiated based on the belief that Contour was awarded \$158 million in contracts.

You know the facts of these matters, based on your position as former Chief Financial Officer of Racing Queensland, and we now look to you in your capacity as acting CEO of Racing Queensland to attend to publishing a statement of facts as a matter of priority. As such, we request that a joint statement be produced, settled conjointly and circularised appropriately, highlighting the abovementioned inaccuracies by not later than close of business Friday 26 April 2013.

As previously mentioned, we would appreciate the provision of the DTT report to ensure no further inaccuracies relevant to Contour are included therein. Note that provided the opportunity, Contour is happy to assist Racing Queensland to ensure the accuracy of our involvement in these matters.

Thank you in advance for attending to this as a matter of urgency.

Yours Faithfully,



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



Rebecca Patrick

From: Rebecca Patrick
Sent: Monday, 22 April 2013 5:07 PM
To: 'mckennam@theaustralian.com.au'; 'anthony.galloway@news.com.au';
'robyn.ironside@news.com.au'; 'thepremier@premiers.qld.gov.au';
'kawana@parliament.qld.gov.au'; 'buderium@parliament.qld.gov.au'
Subject: Contour Consulting Engineers Pty Ltd
Attachments: RQLletter220413 - BAT FINAL.pdf

Good afternoon,

Please refer to the attached correspondence.

If you have any queries, please contact Brett Thomson on (07) 5493 9777.

Regards,

Rebecca Patrick

Receptionist/PA

For and on behalf of:

CONTOUR Consulting Engineers Pty Ltd

Phone **(07) 5493 9777** Fax **(07) 5493 6888**

Email rebecca@ContourCE.com.au

Website www.ContourCE.com.au

PO Box 474, Buddina 4575, Qld. Suite 2 Level 1,

6 Innovation Parkway, Birtinya 4575, Sunshine Coast, Qld.

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"BAT-06"



CONTOUR

Our Ref: CIV01056

22 April 2013

Mr Adam Carter
Acting CEO
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

Dear Mr Carter

SUBJECT: INACCURATE REPORTING

Based on media reports in the Australian and Courier Mail newspapers in recent days, we understand that a report by Deloitte Touche Tohmatsu (DTT) has been produced following an audit of RQL's procurement procedures, and that Contour has been referred to, along with other consultants, in that report.

As it appears as though the DTT report has already been circulated either in part or in full to the media, we would be grateful if you could provide a copy to this office also. We look forward to the receipt of the report.

Notwithstanding the above, we hold significant concerns regarding the accuracy of the information provided to the media. You would understand, based on the serious tone of the media articles, that there are significant potential adverse impacts that inaccurate or misleading information can have on professional reputations, leading to character defamation.

With regard to inaccuracies, we note that you have been quoted in several newspaper articles in relation to this matter. It would be appreciated if you could clarify with the media the amount of fees that were paid to Contour over the period of the last six (6) years or so. Our records indicate that the total amount paid to Contour, over numerous years of service, is in the order \$5.8 million. You will have observed that the media consistently refers to an amount of \$150 million to \$158 million of contracts "awarded" to Contour.

As you know, Contour has never, repeat never, been awarded contracts anywhere near the value of \$150 million. In fact, we have never been awarded contracts in excess of the \$5.8 million, as referenced above.

We note that at no stage in compiling its report did DTT contact Contour to ensure it had accurate and complete information prior to releasing its findings, a number of which have been quoted in numerous media outlets. We also note that the inaccurate information referred above, has formed a core component of numerous articles promulgating numerous inaccuracies.

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role as Chief Financial Officer, we understand that you are fully aware that these contracts exist.

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Yours Faithfully,



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



Rebecca Patrick

From: Rebecca Patrick
Sent: Tuesday, 23 April 2013 10:08 AM
To: 'webenquiry@deloitte.com.au'
Subject: Racing Queensland Limited Audit Report
Attachments: RQLletter220413 - BAT FINAL.pdf

Importance: High

To whom it may concern,

Please refer to the attached correspondence.

We would appreciate it if you could acknowledge the receipt of this correspondence via return email.

Regards,

Rebecca Patrick

Receptionist/PA

For and on behalf of:

CONTOUR Consulting Engineers Pty Ltd

Phone **(07) 5493 9777** Fax **(07) 5493 6888**

Email rebecca@ContourCE.com.au

Website www.ContourCE.com.au

PO Box 474, Buddina 4575, Qld. Suite 2 Level 1,
6 Innovation Parkway, Birtinya 4575, Sunshine Coast, Qld.

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Our Ref: CIV01056

22 April 2013

Mr Adam Carter
Acting CEO
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

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Further, we also note that the Australian Newspaper on Monday 22 April 2013, references Contour in an article by Michael McKenna (Queensland Political Editor) in regards to a car park upgrade at Clifford Park, Toowoomba, which is apparently referenced in the DTT report. By way of this correspondence we place on record that Contour had no involvement in the construction contract for the car park upgrade. Contour was engaged by the Toowoomba Turf Club in an engineering design capacity, whilst the Toowoomba Turf Club was responsible for the direct engagement of the contractor.

We have taken the opportunity to provide a copy of this correspondence to interested parties, which include The Courier Mail, The Australian, The Premier, State Members of Parliament and DTT to ensure that these important facts are brought to the attention of those parties that may have been misinformed. As you would appreciate, the publication of the facts is very important, as with the lack of clarity, we believe that our firm's reputation, and the reputation of individuals, has been seriously damaged.

Also, we note that media reports indicate that the State Attorney General was to call today for a parliamentary inquiry into the matters raised in the media. It would be completely unjust and unwarranted to hold a parliamentary inquiry, if such inquiry was initiated based on the belief that Contour was awarded \$158 million in contracts.

You know the facts of these matters, based on your position as former Chief Financial Officer of Racing Queensland, and we now look to you in your capacity as acting CEO of Racing Queensland to attend to publishing a statement of facts as a matter of priority. As such, we request that a joint statement be produced, settled conjointly and circularised appropriately, highlighting the abovementioned inaccuracies by not later than close of business Friday 26 April 2013.

As previously mentioned, we would appreciate the provision of the DTT report to ensure no further inaccuracies relevant to Contour are included therein. Note that provided the opportunity, Contour is happy to assist Racing Queensland to ensure the accuracy of our involvement in these matters.

Thank you in advance for attending to this as a matter of urgency.

Yours Faithfully,



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



Rebecca Patrick

From: Rebecca Patrick
Sent: Wednesday, 24 April 2013 10:06 AM
To: 'attorney@ministerial.qld.gov.au'
Subject: Contour Consulting Engineers Pty Ltd
Attachments: RQLletter220413 - BAT FINAL.pdf

Good Morning,

Please refer to the attached correspondence.

If you have any queries, please contact Brett Thomson on (07) 5493 9777.

Regards,

Rebecca Patrick

Receptionist/PA

For and on behalf of:

CONTOUR Consulting Engineers Pty Ltd

Phone **(07) 5493 9777** Fax **(07) 5493 6888**

Email rebecca@ContourCE.com.au

Website www.ContourCE.com.au

PO Box 474, Buddina 4575, Qld. Suite 2 Level 1,

6 Innovation Parkway, Birtinya 4575, Sunshine Coast, Qld.

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Please consider the environment before printing this message



Our Ref: CIV01056

22 April 2013

Mr Adam Carter
Acting CEO
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

Dear Mr Carter

SUBJECT: INACCURATE REPORTING

Based on media reports in the Australian and Courier Mail newspapers in recent days, we understand that a report by Deloitte Touche Tohmatsu (DTT) has been produced following an audit of RQL's procurement procedures, and that Contour has been referred to, along with other consultants, in that report.

As it appears as though the DTT report has already been circulated either in part or in full to the media, we would be grateful if you could provide a copy to this office also. We look forward to the receipt of the report.

Notwithstanding the above, we hold significant concerns regarding the accuracy of the information provided to the media. You would understand, based on the serious tone of the media articles, that there are significant potential adverse impacts that inaccurate or misleading information can have on professional reputations, leading to character defamation.

With regard to inaccuracies, we note that you have been quoted in several newspaper articles in relation to this matter. It would be appreciated if you could clarify with the media the amount of fees that were paid to Contour over the period of the last six (6) years or so. Our records indicate that the total amount paid to Contour, over numerous years of service, is in the order \$5.8 million. You will have observed that the media consistently refers to an amount of \$150 million to \$158 million of contracts "awarded" to Contour.

As you know, Contour has never, repeat never, been awarded contracts anywhere near the value of \$150 million. In fact, we have never been awarded contracts in excess of the \$5.8 million, as referenced above.

We note that at no stage in compiling its report did DTT contact Contour to ensure it had accurate and complete information prior to releasing its findings, a number of which have been quoted in numerous media outlets. We also note that the inaccurate information referred above, has formed a core component of numerous articles promulgating numerous inaccuracies.

This gives rise to three (3) serious concerns; the first being that a report by DTT seemingly suggests that Contour has been awarded contracts to the tune of \$150 million, which is false. Secondly, the State Government, in considering the calling of a parliamentary enquiry into this matter, may rely on this false information. Thirdly, the media reports seem to mislead the reader into believing that construction contracts completed by Racing Queensland were not tendered. This is simply not the case, as all construction contracts that Contour were involved with, underwent a rigorous tender process in accordance with the Australian Standards, resulting in a formal contract between Racing Queensland and the Construction Contractor. If the audit by DTT did not find reference to these contracts, then we also require, for the sake of accuracy, that the DTT report be amended. In your previous

role as Chief Financial Officer, we understand that you are fully aware that these contracts exist.

Further, we also note that the Australian Newspaper on Monday 22 April 2013, references Contour in an article by Michael McKenna (Queensland Political Editor) in regards to a car park upgrade at Clifford Park, Toowoomba, which is apparently referenced in the DTT report. By way of this correspondence we place on record that Contour had no involvement in the construction contract for the car park upgrade. Contour was engaged by the Toowoomba Turf Club in an engineering design capacity, whilst the Toowoomba Turf Club was responsible for the direct engagement of the contractor.

We have taken the opportunity to provide a copy of this correspondence to interested parties, which include The Courier Mail, The Australian, The Premier, State Members of Parliament and DTT to ensure that these important facts are brought to the attention of those parties that may have been misinformed. As you would appreciate, the publication of the facts is very important, as with the lack of clarity, we believe that our firm's reputation, and the reputation of individuals, has been seriously damaged.

Also, we note that media reports indicate that the State Attorney General was to call today for a parliamentary inquiry into the matters raised in the media. It would be completely unjust and unwarranted to hold a parliamentary inquiry, if such inquiry was initiated based on the belief that Contour was awarded \$158 million in contracts.

You know the facts of these matters, based on your position as former Chief Financial Officer of Racing Queensland, and we now look to you in your capacity as acting CEO of Racing Queensland to attend to publishing a statement of facts as a matter of priority. As such, we request that a joint statement be produced, settled conjointly and circularised appropriately, highlighting the abovementioned inaccuracies by not later than close of business Friday 26 April 2013.

As previously mentioned, we would appreciate the provision of the DTT report to ensure no further inaccuracies relevant to Contour are included therein. Note that provided the opportunity, Contour is happy to assist Racing Queensland to ensure the accuracy of our involvement in these matters.

Thank you in advance for attending to this as a matter of urgency.

Yours Faithfully,



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



Rebecca Patrick

From: Rebecca Patrick
Sent: Tuesday, 23 April 2013 12:33 PM
To: 'letters@theaustralian.com.au'
Subject: Attention: The Editor - Re: Contour Consulting Engineers
Attachments: CIV01056-02-The Australian.pdf

Importance: High

Good afternoon,

Please refer to the attached correspondence.

If you have any questions, please contact Mr Brett Thomson on (07) 5493 9777.

Regards,

Rebecca Patrick

Receptionist/PA

For and on behalf of:

CONTOUR Consulting Engineers Pty Ltd

Phone **(07) 5493 9777** Fax **(07) 5493 6888**

Email rebecca@ContourCE.com.au

Website www.ContourCE.com.au

PO Box 474, Buddina 4575, Qld. Suite 2 Level 1,
6 Innovation Parkway, Birtinya 4575, Sunshine Coast, Qld.

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"BAT-07"



CONTOUR

Our Ref: CIV01056

23 April 2013

The Australian
GPO Box 4245
SYDNEY NSW 2001

Attention: The Editor

Re: CONTOUR CONSULTING ENGINEERS

Dear Sir,

Please find attached a copy of correspondence forwarded yesterday to your Queensland Political Editor, Mr Michael McKenna. The attached correspondence is self-explanatory.

We have been motivated to correct recently published inaccuracies as our business has been negatively impacted along with the reputations of some of our key people.

Recent articles in the Weekend Australian, and again yesterday in The Australian, continue to suggest that Contour was connected to \$158 million in contracts "awarded without tender", with yesterday's article linking Contour to a car park at a racecourse in Toowoomba, and its associated cost.

We were contracted by Racing Queensland to undertake approximately \$5.8 million of engineering consultancy services over six or so years, and were not involved in the tendering or appointment of contractors for the construction of a car park at a racecourse in Toowoomba.

You will understand our concerns regarding the publishing of this misinformation and the damage we are suffering as a result.

We would be grateful if you could publish clarification of these inaccuracies, in a similar way to that which they were published.

Yours Faithfully,


Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



ABN: 62 117 061 659

"BAT-07"



CONTOUR

Our Ref: CIV01056

22 April 2013

Mr Adam Carter
Acting CEO
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

COPY

Dear Mr Carter

SUBJECT: INACCURATE REPORTING

Based on media reports in the Australian and Courier Mail newspapers in recent days, we understand that a report by Deloitte Touche Tohmatsu (DTT) has been produced following an audit of RQL's procurement procedures, and that Contour has been referred to, along with other consultants, in that report.

As it appears as though the DTT report has already been circulated either in part or in full to the media, we would be grateful if you could provide a copy to this office also. We look forward to the receipt of the report.

Notwithstanding the above, we hold significant concerns regarding the accuracy of the information provided to the media. You would understand, based on the serious tone of the media articles, that there are significant potential adverse impacts that inaccurate or misleading information can have on professional reputations, leading to character defamation.

With regard to inaccuracies, we note that you have been quoted in several newspaper articles in relation to this matter. It would be appreciated if you could clarify with the media the amount of fees that were paid to Contour over the period of the last six (6) years or so. Our records indicate that the total amount paid to Contour, over numerous years of service, is in the order \$5.8 million. You will have observed that the media consistently refers to an amount of \$150 million to \$158 million of contracts "awarded" to Contour.

As you know, Contour has never, repeat never, been awarded contracts anywhere near the value of \$150 million. In fact, we have never been awarded contracts in excess of the \$5.8 million, as referenced above.

We note that at no stage in compiling its report did DTT contact Contour to ensure it had accurate and complete information prior to releasing its findings, a number of which have been quoted in numerous media outlets. We also note that the inaccurate information referred above, has formed a core component of numerous articles promulgating numerous inaccuracies.

This gives rise to three (3) serious concerns; the first being that a report by DTT seemingly suggests that Contour has been awarded contracts to the tune of \$150 million, which is false. Secondly, the State Government, in considering the calling of a parliamentary enquiry into this matter, may rely on this false information. Thirdly, the media reports seem to mislead the reader into believing that construction contracts completed by Racing Queensland were not tendered. This is simply not the case, as all construction contracts that Contour were involved with, underwent a rigorous tender process in accordance with the Australian Standards, resulting in a formal contract between Racing Queensland and the Construction Contractor. If the audit by DTT did not find reference to these contracts, then we also require, for the sake of accuracy, that the DTT report be amended. In your previous

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role as Chief Financial Officer, we understand that you are fully aware that these contracts exist.

Further, we also note that the Australian Newspaper on Monday 22 April 2013, references Contour in an article by Michael McKenna (Queensland Political Editor) in regards to a car park upgrade at Clifford Park, Toowoomba, which is apparently referenced in the DTT report. By way of this correspondence we place on record that Contour had no involvement in the construction contract for the car park upgrade. Contour was engaged by the Toowoomba Turf Club in an engineering design capacity, whilst the Toowoomba Turf Club was responsible for the direct engagement of the contractor.

We have taken the opportunity to provide a copy of this correspondence to interested parties, which include The Courier Mail, The Australian, The Premier, State Members of Parliament and DTT to ensure that these important facts are brought to the attention of those parties that may have been misinformed. As you would appreciate, the publication of the facts is very important, as with the lack of clarity, we believe that our firm's reputation, and the reputation of individuals, has been seriously damaged.

Also, we note that media reports indicate that the State Attorney General was to call today for a parliamentary inquiry into the matters raised in the media. It would be completely unjust and unwarranted to hold a parliamentary inquiry, if such inquiry was initiated based on the belief that Contour was awarded \$158 million in contracts.

You know the facts of these matters, based on your position as former Chief Financial Officer of Racing Queensland, and we now look to you in your capacity as acting CEO of Racing Queensland to attend to publishing a statement of facts as a matter of priority. As such, we request that a joint statement be produced, settled conjointly and circularised appropriately, highlighting the abovementioned inaccuracies by not later than close of business Friday 26 April 2013.

As previously mentioned, we would appreciate the provision of the DTT report to ensure no further inaccuracies relevant to Contour are included therein. Note that provided the opportunity, Contour is happy to assist Racing Queensland to ensure the accuracy of our involvement in these matters.

Thank you in advance for attending to this as a matter of urgency.

Yours Faithfully,



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



Rebecca Patrick

From: Rebecca Patrick
Sent: Tuesday, 23 April 2013 12:35 PM
To: 'cmonline@qnp.newsltd.com.au'
Subject: Attention: The Editor - Re: Contour Consulting Engineers
Attachments: CIV01056-03-The Courier Mail.pdf

Importance: High

Good afternoon,

Please refer to the attached correspondence.

If you have any questions, please contact Mr Brett Thomson on (07) 5493 9777.

Regards,

Rebecca Patrick

Receptionist/PA

For and on behalf of:

CONTOUR Consulting Engineers Pty Ltd

Phone **(07) 5493 9777** Fax **(07) 5493 6888**

Email rebecca@ContourCE.com.au

Website www.ContourCE.com.au

PO Box 474, Buddina 4575, Qld. Suite 2 Level 1,

6 Innovation Parkway, Birtinya 4575, Sunshine Coast, Qld.

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Please consider the environment before printing this message

Our Ref: CIV01056

23 April 2013

The Courier Mail
GPO Box 130
BRISBANE QLD 4001

Attention: The Editor

Re: CONTOUR CONSULTING ENGINEERS

Dear Sir,

Please find attached a copy of correspondence forwarded yesterday to your journalists, Anthony Galloway and Robyn Ironside.

We have been motivated to correct recently published inaccuracies as our business has been negatively impacted along with the reputations of some of our key people.

Recent articles in the Courier Mail continue to suggest that Contour was somehow the beneficiary of \$150 million of contracts. In today's opinion piece on page 22 of the Courier Mail the figure of \$150million is again used in the following context – "had allegedly awarded more than \$150 million of work to an engineering firm without a tender". The link between "engineering firm" and Contour has already been established in previous Courier Mail articles (as recent as yesterday). The attached correspondence to Racing Queensland Limited, and copied to the abovementioned Courier Mail journalists, clearly outlines in unambiguous terms that we were contracted by Racing Queensland to undertake approximately \$5.8 million of engineering consultancy work over six or so years.

You will understand our concerns regarding the publishing of this misinformation and the damage we are suffering as a result.

We would be grateful if you could correct this gross inaccuracy, in a similar way to that which it has been published, as your readers are surely entitled to understand the real figure is \$5.8 million over about six years and not the sensational amount of \$150 million.

Thank you for your assistance in this regard.

Yours Faithfully,

Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD



Encl: Correspondence

CIV01056-03-The Courier Mail
BT/rp

21

"BAT-08"



CONTOUR

PO Box 474, Buddina, QLD 4575 | Building A, Level 1, 6 Innovation Parkway, Birtinya, Sunshine Coast QLD 4575

A

admin@contourcee.com.au

E

07 5493 6888

F

07 5493 9777

P

ABN: 62 117 061 659



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COPY

CONTOUR

Our Ref: CIV01056

22 April 2013

Mr Adam Carter
Acting CEO
Racing Queensland Limited
PO Box 63
SANDGATE QLD 4017

Dear Mr Carter

SUBJECT: INACCURATE REPORTING

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As it appears as though the DTT report has already been circulated either in part or in full to the media, we would be grateful if you could provide a copy to this office also. We look forward to the receipt of the report.

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ABN: 62 117 061 659



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Thank you in advance for attending to this as a matter of urgency.

Yours Faithfully,



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and on behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD





Our Reference: 0270-fp

15 June 2007

Queensland Racing Limited
C/- Arben Management
60 Elizabeth Street
SYDNEY NSW 2000

Attention: Martin Waters

**RE: PROPOSED SYNTHETIC TRACK
FOR SUNSHINE COAST TURF CLUB**

Dear Sir,

1.0 Introduction

Further to our recent meetings, we appreciate the opportunity to submit this fee proposal for the engineering design and documentation on the subject project. As a commitment to continuing our association, the fee proposal outlined below is significantly discounted below current market rates.

2.0 Scope of Services and Fee Proposal

Item	Description	Fixed Fee (Excl' GST)
1	Detailed Civil Engineering design and documentation of proposed track facilities, ambulance track road- works, stormwater drainage, earthworks and sediment & erosion control in preparation for application of synthetic track surface	\$ 51,300.00
2	Civil Engineering Construction Phase Services including as constructed drawings	\$ 14,500.00
3	Construction Phase Environmental Management Plan including E&SC Procedures (As discussed at meeting and if required)	\$ 3,870.00

3.0 Scope of Services

The above fees are based on the following scope of services:

- Existing Details Plan prepared by CADCON; Drawing 0120 99/RACE-01, dated 7th July 2006.
- Project Civil Engineering Construction cost estimate of up to \$3M.
- Provision by the client of digital survey information sufficient to allow scope of works. (Note that additional survey of drainage lines may be required)
- Provision by client of original track design details on plans tabled at meeting.
- Provision by client of proposed details of marshalling areas.
- Attendance of the design engineer at project meetings (Sunshine Coast based)
- Briefing of associated surveying, geotechnical, traffic, environmental irrigation and electrical consultants, as required.
- Preliminary design and budget.
- Excludes assessment and/or modification of existing Stormwater Management Systems.
- Construction administration including assessment of claims on a monthly basis and budget updates.
- Preparation of As Constructed plans for civil works (survey supplied by others).
- Geotechnical investigations, site specific sediment & erosion control reports and other specialist reports are excluded from this fee. We can arrange a fee proposal for any further required works, if required.
- Excludes modifications to the Champaign Garden and other areas outside the proposed area of works (synthetic track and adjacent ambulance track areas)
- Excludes lighting, electrical supply and Telstra/Communications supply.
- The above excludes government application and licence fees (if applicable).
- The above fees include allowance for one (1) design only (as briefed at meeting of 12 June 2007. Design changes will be charged on an hourly rates basis (\$180 per hour), unless negotiated otherwise.
- Provision of ten (10) copies of drawings, documentation and reports.

4.0 Timing

Subject to receipt of the site survey and upon formal commissioning, we are in a position to commence works immediately and have allowed a period of six to eight (6-8) weeks to complete the reporting and design works.

5.0 Profile

Contour Consulting Engineers Pty Ltd is a Sunshine Coast based business owned and operated by working directors / engineers with more than 60 years combined experience within the consulting engineering industry. The company is employee owned, with a level of staff that allows the company to provide cost effective engineering solutions, for all size projects, whilst maintaining our commitment to innovative and personalised service.

Staff members that may contribute to this project are:

Chris Fulcher – Principal Engineering Designer
Tony Shelley – Principal Engineer
Brett Thomson – Principal Engineer
Andrew Davis – Senior Designer
Anthony Larchin – Senior Designer
Justin Neideck – Design Draftsman
Matthew Brooks – Junior Designer
Daniel Chamberlayne – Senior Engineer
Stephen Hayes – Landscape / Rehabilitation
Janis Churchward – Senior Administration Officer
Tegan Marshall – Administration Officer

6.0 Skills & Experience

Staff Member	Skills & Experience
Tony Shelley BE, MIEAust,	Tony is an experienced civil engineer, with high levels of experience pertinent to this project (over 16 years). Tony has been responsible in his previous roles for a range of projects including: <ul style="list-style-type: none"> • "Chancellor Park" 1400 allotment township, including 9 interconnected lakes, commercial precincts and associated facilities. • "Noosa Springs" Community Title Residential, including 18 hole championship golf course, and golf coarse lake systems. • "Town of Seaside" Residential and Commercial estate, including a "stream-park" and lake system.
Brett Thomson BE AdvDBus CEnvP MIEAust RPEQ	Brett is an experienced civil / environmental Engineer (over 18years) with significant levels of experience pertinent to this project. In his previous employment, (including that with Parsons Brinkerhoff and Maunsell), he was responsible for a range of projects including: <ul style="list-style-type: none"> • Queensland Main Roads Highway Design and documentation. • Bulk earthworks and civil engineering for 2000 allotment township of "Peregian Springs" including 18 hole championship golf

Staff Member	Skills & Experience
	course, golf coarse lakes, and residential lake systems
Chris Fulcher ADCE Cert CED	Chris has been at the forefront of engineering design and documentation for over 20 years, with significant contribution to the formation of major developments across south-east Queensland. Chris offers a unique level of experience across the broad spectrum of urban development. Chris has extensive experience in design of flood mitigation associated infrastructure, including documentation of lake and drainage systems. In his previous roles, Chris has been responsible for documentation of a range of relevant projects including: <ul style="list-style-type: none">• "Wises Farm" Significant Residential/Commercial Development in Maroochydore CBD involving major earthworks and constructed waterways.• "Peregrin Springs" Major Residential/Commercial/Golf Course development at Peregrin Beach.
Andrew Davis ADCE	Andrew has over 15 years extensive experience in civil engineering documentation, and is highly experienced in documentation of civil engineering infrastructure.
Anthony Larchin ADCE	Anthony has over 13 years extensive experience in civil engineering documentation, and is highly experienced in documentation of civil engineering infrastructure

Additional company information and Curriculum Vitae's of staff will be supplied upon request.

7.0 Summation

If this offer is acceptable, please have the person responsible for payment complete the client information and sign the attached Letter of Engagement and return to this office. Should you wish to discuss any aspect of this fee proposal, please contact Brett Thomson at our Kawana office on 5493 9777.

Yours faithfully



Brett Thomson - Director

for CONTOUR CONSULTING ENGINEERS PTY LTD



Attachments: Contour Consulting Engineers Company Profile
Pictorial Examples of Recent Projects
Letter of Engagement
Conditions of Engagement

"BAT-09"



CONTOUR
Consulting Engineers

ABN
62 117 061 659

P 07 5493 9777 F 07 5493 6588 E admin@ContourCE.com.au

A PO Box 7333, Sippy Downs 4556, Queensland
Suite 2 Level 1, 4 - 6 Innovation Parkway, Birtinya 4575, Queensland

LETTER OF ENGAGEMENT

INSTRUCTIONS FROM CLIENT TO Contour Consulting Engineers Pty Ltd

CLIENT DETAILS		JOB No. 0270
CLIENT:		
ADDRESS:		
TELEPHONE:		
FAX:		
EMAIL:		
ABN :		

SITE DESCRIPTION		
LOCATION:		
REAL PROPERTY DESCRIPTION:	LOT:	ON:
PARISH:		COUNTY:

CLIENT AUTHORISATION	
FEE ESTIMATE:	
Item 1 - \$51,300.00 (excl. GST)	FIRM PRICE? YES
Item 2 - \$14,500.00 (excl. GST)	
Item 3 - \$ 3,870.00 (excl. GST)	
INVOICING ARRANGEMENTS: On a monthly basis in arrears	
I / We / The company, confirm instructions for Contour Consulting Engineers Pty Ltd to proceed with the scope of services as detailed in their letter 0270-fp dated 15 June 2007.	
SIGNED:.....DATE:.....	
NAME :	

PLEASE COMPLETE, SIGN & RETURN TO CONTOUR CONSULTING ENGINEERS

Both parties agree, a faxed signed copy of this Letter of Engagement is legally binding.

Contour Consulting Engineers Pty Ltd ABN: 62 117 061 659



CONTOUR
Consulting Engineers

ABN
62 117 061 659

P 07 5493 9777 F 07 5493 6883 E admin@ContourCE.com.au
A PO Box 7338, Sippy Downs 4556, Queensland
Suite 2 Level 1, 4 - 6 Innovation Parkway, Birtinya 4575, Queensland

CONDITIONS OF ENGAGEMENT FOR CONSULTING SERVICES

1. Contour Consulting Engineers (hereinafter referred to as CCE) shall provide to the Client the consulting services described in the accompanying letter or proposal.
2. The fees provided in the accompanying proposal are valid for 90 days only.
3. In providing the services, CCE shall exercise the degree of skill, care and diligence normally exercised by consultants in similar circumstances. CCE invites the Client the opportunity to provide feedback regarding the performance of the services at any time.
4. The Client shall provide to CCE at the briefing, all information concerning the Client's requirements for the commission. CCE shall not be liable for incomplete or inaccurate information provided.
5. Contour Consulting Engineers deliverables are copyright protected. On receipt of full payment of invoice, Contour Consulting Engineers grants permission to the client to use deliverables (in unaltered form only) for the purpose as stated in the accompanying letter or proposal.
6. The Client shall pay CCE the fees and the reimbursable expenses as set out in the accompanying letter or proposal.
7. All monies payable by the Client to CCE shall be paid within fourteen (14) days of invoice. Monies not paid within fourteen (14) days of invoice shall attract interest from the due date until payment at the rate of 2% per month or part thereof.
8. If any of CCE's delivered products and services are shown to be unsuitable for the intended purpose, the product or service shall be rectified at no cost to the client. This warranty is limited to work carried out by CCE only.
9. CCE will be deemed to have been discharged from all liability in respect of the consulting services, whether under the law of contract, tort or otherwise, on the expiration of one (1) year from:
 - a) The completion of the consulting services;
 - b) The date of invoice in respect of the final amount claimed by CCE pursuant to clause 4; or
 - c) The termination of this Agreement;whichever is the earlier and the Client shall not be entitled to commence any action or claim whatsoever against CCE (or any employee, agent or sub-consultant of CCE) in respect of the consulting services after that date.
10. The provisions of clauses 6 and 7 are subject always to the provisions of Part V of the Trade Practices Act 1974 (as amended) or any other law which cannot be excluded, restricted or modified by agreement.
11. Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by CCE in connection with the project shall remain the property of CCE.
12. Subject to clause 13, the Client alone shall have a licence to use the documents referred to in Clause 11 for the purposes of completing the brief, but the Client shall not use, or make copies of, such documents in connection with any work not included in the brief.
13. If the Client is in breach of any obligation to make a payment to CCE, CCE may revoke the licence referred to in Clause 12 and the Client shall then cause to be returned to CCE all documents referred to in Clause 11, and all copies thereof.
14. Any dispute between the Client and CCE shall first be the subject of mediation provided that this provision shall not prevent CCE from instituting legal action at any time to recover monies owing by the Client to CCE.
15. The Client may terminate its obligation under this Agreement:
 - a) In the event of substantial breach by CCE of its obligations hereunder, which breach has not been remedied within thirty (30) days of written notice from the Client requiring the breach to be remedied; or
 - b) Upon giving CCE sixty (60) days written notice of its intention to do so.
16. CCE may suspend or terminate its obligations under this Agreement:
 - a) In the event of:
 - (i) Monies payable to CCE hereunder being outstanding for more than 60 days;
 - (ii) Other substantial breach by the Client of its obligation hereunder, which breach has not been remedied within thirty (30) days of written notice from CCE requiring the breach to be remedied, or
 - b) Upon giving the Client sixty (60) days notice (written) of its intention to do so.
17. If the scope of works varies significantly from the original commission, CCE reserves the right to adjust fees accordingly. Within fourteen (14) days of notification of change of scope of works, CCE shall inform the Client of changes to fees and work shall not proceed until agreement as to the revised fee scale is reached.
18. Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this Agreement.

"BAT-10"



CONTOUR
CONSULTING ENGINEERS

Our Reference: 0270-FP

17 December 2007

Queensland Racing Limited
C/- Arben Management
60 Elizabeth Street
SYDNEY NSW 2000

Attention: Martin Waters

**REMOVAL AND REPLACEMENT OF 40MM ROCK
PROPOSED SYNTHETIC TRACK
FOR SUNSHINE COAST TURF CLUB**

Dear Sir,

1.0 INTRODUCTION

Further to your request, we submit this time-based fee proposal for auditing the removal and replacement of the defective 40mm rock drainage layer.

2.0 SCOPE OF SERVICES & PROPOSED FEES

Item	Scope of Services	Fee Budget (Excl' GST)	Discipline (Office Use Only)
1.	On-site auditing of construction works from approximately 8:00am to 4:00pm on a daily basis for the period of removal and replacement activities (Engineering Technician).	\$1,040.00/day	CIVSUP
2.	Input to auditing services by Senior/Principal Engineer.	\$180.00/hr	CIVSUP

3.0 SUMMATION

If this offer is acceptable, please have the person responsible for payment complete the client information and sign the attached Letter of Engagement and return to this office. Should you wish to discuss any aspect of this fee proposal, please contact Brett Thomson at our Kawana office on 5493 9777.

Yours faithfully

Brett Thomson - Director
BE AdvDBus CEnvP MIEAust RPEQ
for CONTOUR CONSULTING ENGINEERS PTY LTD

Encl: Letter of Engagement
Conditions of Engagement



CONTOUR
Consulting Engineers

P 07 5493 9777 F 07 5493 6883 E admin@contource.com.au
A PO Box 7338, Sippy Downs 4550, Queensland
Suite 2 Level 1, 4 - 6 Innovation Parkway, Brisbane 4575, Queensland

**LETTER OF ENGAGEMENT
INSTRUCTIONS FROM CLIENT TO Contour Consulting Engineers Pty Ltd**

CLIENT DETAILS		JOB No. 0270
CLIENT:		
ADDRESS:		
TELEPHONE:		
FAX:		
EMAIL:		
ABN :		

SITE DESCRIPTION		
LOCATION: CORBOULD PARK, CALOUNDRA		
REAL PROPERTY DESCRIPTION:	LOT:	ON:
PARISH:		COUNTY:

CLIENT AUTHORISATION		
FEE ESTIMATE:	1. \$1,040.00/Day (Excl. GST) 2. \$180.00/Hour (Excl. GST)	FIRM PRICE? YES (U.N.O)
INVOICING ARRANGEMENTS: On a monthly basis in arrears & payment within 14 days.		
I / We / The company, confirm instructions for Contour Consulting Engineers Pty Ltd to proceed with the scope of services as detailed in their letter 0270-FP dated 17 December 2007.		
SIGNED:.....DATE:.....		
NAME :.....		

PLEASE COMPLETE, SIGN & RETURN TO CONTOUR CONSULTING ENGINEERS
Both parties agree, a faxed signed copy of this Letter of Engagement is legally binding.
Contour Consulting Engineers Pty Ltd ABN: 62 117 061 659



CONTOUR
Consulting Engineers

ABN 62 117 061 659

P 07 5193 9777 F 07 5193 6388 E admin@contource.com.au

A PO Box 7339 Seppelts Grove 4556, Queensland
Suite 2 Level 1, 4-8 Innovation Parkway, Brisbane 4575, Queensland

CONDITIONS OF ENGAGEMENT FOR CONSULTING SERVICES

1. Contour Consulting Engineers (hereinafter referred to as 'CCE') shall provide to the Client the consulting services described in the accompanying letter or proposal.
2. The fees provided in the accompanying proposal are valid for 90 days only.
3. In providing the services, CCE shall exercise the degree of skill, care and diligence normally exercised by consultants in similar circumstances. CCE invites the Client the opportunity to provide feedback regarding the performance of the services at any time.
4. The Client shall provide to CCE at the briefing, all information concerning the Client's requirements for the commission. CCE shall not be liable for incomplete or inaccurate information provided.
5. Contour Consulting Engineers deliverables are copyright protected. On receipt of full payment of invoice, Contour Consulting Engineers grants permission to the client to use deliverables (in unaltered form only) for the purpose as stated in the accompanying letter or proposal.
6. The Client shall pay CCE the fees and the reimbursable expenses as set out in the accompanying letter or proposal.
7. All monies payable by the Client to CCE shall be paid Cash on Delivery (COD), or within fourteen (14) days of invoice if arranged prior to commissioning. Monies not paid within fourteen (14) days of invoice shall attract interest from the due date until payment at the rate of 2% per month or part thereof.
8. If any of CCE's delivered products and services are shown to be unsuitable for the intended purpose, the product or service shall be rectified at no cost to the client. This warranty is limited to work carried out by CCE only.
9. Limit to Liability:
 - a) To the maximum extent permitted by law, any liability CCE have to you is limited (in the aggregate) to the lesser of AUD2 million or 10 times the fees paid under the agreement, and you release us from any further liability.
 - b) To the extent that CCE are not permitted by law to limit our liability as detailed in the previous clause, any liability CCE have to you is limited to re-supplying the services.
 - c) On the date that is one year after the date CCE send you our final invoice for the services, you release us and our servants, employees, agents and sub-consultants from all liability. For the purposes of this clause, CCE contract on our own behalf and also on behalf of each of our servants, employees, agents and subconsultants.
10. The provisions of clauses 6 and 7 are subject always to the provisions of Part V of the Trade Practices Act 1974 (as amended) or any other law which cannot be excluded, restricted or modified by agreement.
11. Copyright in all drawings, reports, specifications, bills of quantity, calculations and other documents provided by CCE in connection with the project shall remain the property of CCE.
12. Subject to clause 13, the Client alone shall have a licence to use the documents referred to in Clause 11 for the purposes of completing the brief, but the Client shall not use, or make copies of, such documents in connection with any work not included in the brief.
13. If the Client is in breach of any obligation to make a payment to CCE, CCE may revoke the licence referred to in Clause 12 and the Client shall then cause to be returned to CCE all documents referred to in Clause 11, and all copies thereof.
14. Any dispute between the Client and CCE shall first be the subject of mediation provided that this provision shall not prevent CCE from instituting legal action at any time to recover monies owing by the Client to CCE.
15. The Client may terminate its obligation under this Agreement.
 - a) In the event of substantial breach by CCE of its obligations hereunder, which breach has not been remedied within thirty (30) days of written notice from the Client requiring the breach to be remedied; or
 - b) Upon giving CCE sixty (60) days written notice of its intention to do so.
16. CCE may suspend or terminate its obligations under this Agreement.
 - a) In the event of:
 - (i) Monies payable to CCE hereunder being outstanding for more than 60 days;
 - (ii) Other substantial breach by the Client of its obligation hereunder, which breach has not been remedied within thirty (30) days of written notice from CCE requiring the breach to be remedied; or
 - b) Upon giving the Client sixty (60) days notice (written) of its intention to do so.
17. If the scope of works varies significantly from the original commission, CCE reserves the right to adjust fees accordingly. With changes of scope, CCE shall inform the Client of changes to fees.
18. Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this Agreement.



CONTOUR



Contour specialise in civil, structural, environmental, flooding and hydraulic engineering services for residential, commercial, mining, sport & recreation and industrial developments across Queensland, Australia and the South Pacific. Expertise provided by Contour includes, but is not limited to, the following:

CIVIL ENGINEERING:

- Feasibility Studies / Due Diligence
- Concept Planning and Reporting
- Development Approval Assessment Reporting
- Bulk Earthworks Design
- Urban Planning and Renewal
- Highway Engineering
- Roadworks and Drainage
- Water Supply Networks
- Gravity Sewer Mains, Pump Stations and Rising Mains
- Streetscaping and Road Rehabilitation
- Landscaping Architecture

STRUCTURAL ENGINEERING:

- Commercial, Retail, Industrial, High-Rise, Multi-Level and Residential Structural Engineering
- Building Dilapidation Surveys and Condition Reports
- Concrete Footings and Slab Design
- Roof Truss and Steel frame Design
- Tilt Panel Design
- Retaining Walls Design
- Inspections and Certifications

PROJECT MANAGEMENT:

- Project Briefs
- Project Cost Estimates
- Project Programming
- Briefing of Consultants and Contractors
- Management of Consultants
- Tender Phase Services
- Contract Documentation
- Contract Administration
- Construction Phase Services
- Project Handover

ENVIRONMENTAL ENGINEERING:

- Site Rehabilitation / Species Translocation
- Regional Ecosystem Mapping and PMAV
- Environmental Impact Studies / Assessments
- Environmental Planning / Town Planning
- Environmental Management Plans
- Environmentally Relevant Activity Licensing
- Noise Assessments / Acoustic Monitoring and Modeling
- Ecological Assessments
- Flora & Fauna Studies
- Fauna Spotter-Catcher Services
- Contaminated Land Assessments
- Acid Sulfate Soils Assessments and Management
- Air Quality Monitoring / Modeling
- Intrusive Light Pollution Assessments and Reporting
- Marine Biology / Aquatic Biology
- Cultural Heritage Preliminary Assessments
- Environmental and Carbon Footprint Auditing
- Environmental Inductions and Training

HYDRAULIC ENGINEERING:

- Building Hydraulics Design Services
- Sanitary Drainage and Sewers
- On-site Sewage Treatment and Effluent Disposal Systems
- Trade Waste
- Roof Water, Reuse and Recycling
- Water Reticulation and Fire Services
- Potable Water Supply Systems

MINING, ENERGY & EXTRACTIVE INDUSTRY:

- Resource Sector Housing and Accommodation Camps
- Coal Seam Gas, Coal Mining, Sand Extraction, Hard Rock Quarry and Precious / Non Precious Metals Mining Infrastructure and Environmental Management
- Mine/Well Closure, Final Landforms, Rehabilitation

WATER ENGINEERING:

- Erosion and Sediment Control
- Storm Water Quality and Quantity Modelling and Management Plans
- Water Quality Monitoring & Reporting
- Flood Studies, Analyses and Mitigation
- Storm Water Detention / Retention
- Storm Water Recycling and Reuse
- Riparian Studies
- Water Balance Modeling

TRAFFIC / TRANSPORT ENGINEERING:

- Traffic Impact Assessments including Signalized Intersection Designs
- Transport Studies
- Acoustic Barrier Designs

LEGAL:

- Contract Law and advice on Contractual Obligations / Framework
- Contract Mediation and Arbitration
- Expert Witness in Civil / Structural / Environmental Engineering Matters
- Expert Witness on Flooding and Drainage Matters
- Expert Witness on Flora and Fauna Matters
- Insurance Claim Assessments

Version 5

Head Office (Sunshine Coast)

Level 1, 6 Innovation Parkway, Kawana Waters QLD 4575
PO Box 474, Buddina QLD 4575
P: (07) 5493 9777 F: (07) 5493 6888

Mackay Office

78 Carlyle Street, Mackay Qld 4740
PO Box 4093, South Mackay QLD 4740
P: (07) 4957 7777 M: 0438 939 771

Dalby Office

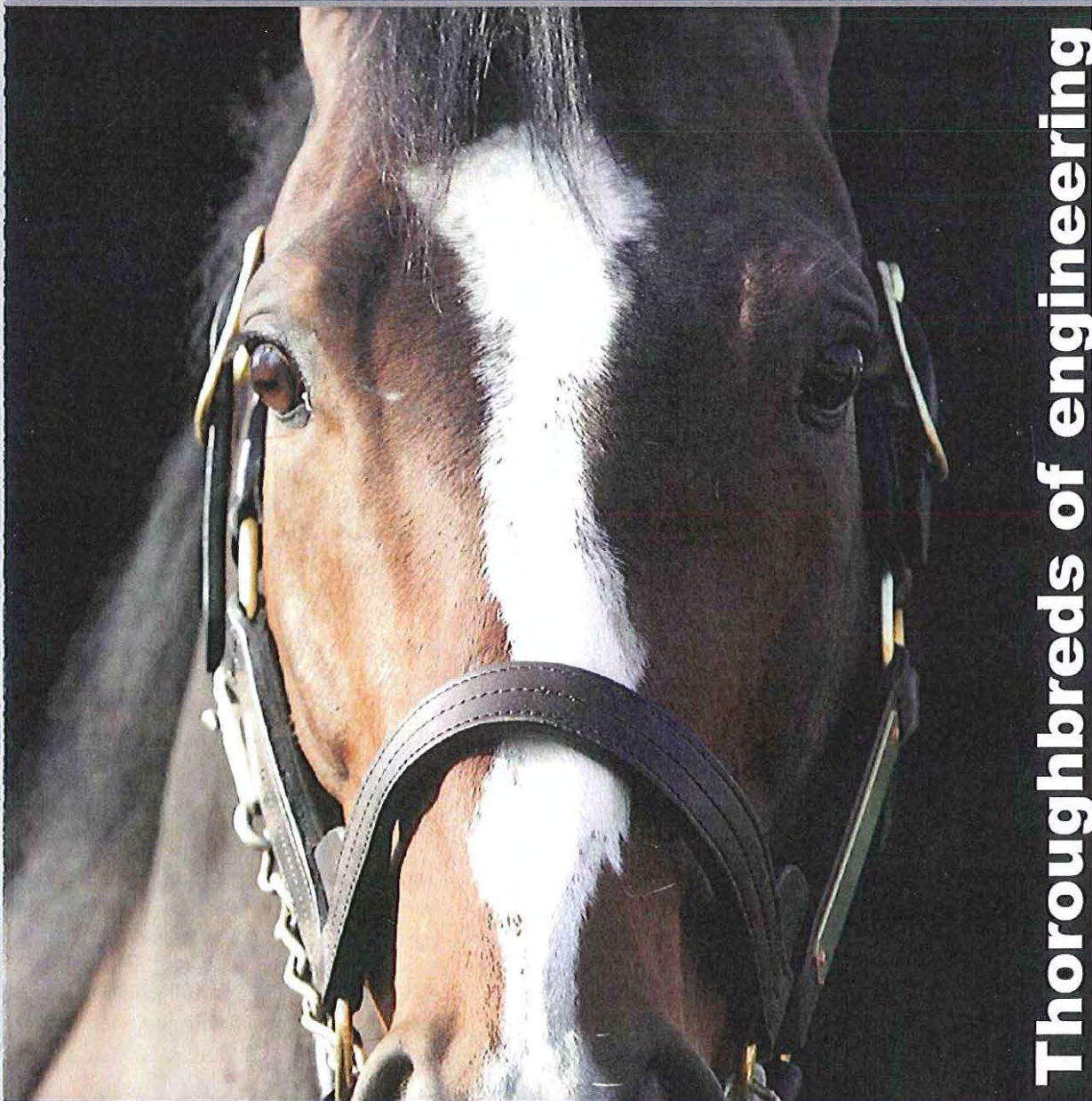
133 Cunningham St, Dalby Qld 4405
P: (07) 4669 7977
M: 0457 939 777

E: admin@contource.com.au W: contource.com.au

"BAT-12"



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Thoroughbreds of engineering

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Synthetic Racecourses and Training Facilities

Sand and Turf Racecourses and
Training Facilities

Harness Racing Tracks and
Associated Facilities

Greyhound Racing Tracks and
Associated Facilities

Racecourse Arena Lighting

Stables and Associated Integrated
Equine Training Activity Areas

Patrons Viewing Areas and
Associated Facilities

Members and Corporate Facilities

Contour Consulting Engineers is a dynamic multi-disciplined firm, providing **visionary, innovative,** and professional engineering and project management solutions across Queensland, Australia, the South Pacific and beyond.

We are Sunshine Coast based, with offices in Kawana Waters, Caboolture, Mackay and Vanuatu. Contour offers **genuine specialised expertise** in preliminary planning, detailed design, and construction phase and project management services.

Contour have the versatility and the professional experience to handle any sized project with personalised attention, timely response, and not only cost effective solutions, but also **value adding** to the project outcomes based on our own extensive experience.

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Experienced in the delivery of:

Racecourse under drainage / subsoil systems
 Vertical and longitudinal stormwater drainage
 Track geometry and race start positions
 and chutes
 Racing and training facilities
 Track crossing location(s)
 Public amenities Traffic & transport
 engineering
 Patron access & mobility
 Surrounding land use(s)
 Car parking and general road works/drainage
 Stormwater harvesting and irrigation supply
 Stormwater quality management
 Flooding modelling and mitigation
 Power, telecommunications, sewer & water
 supply infrastructure, irrigation
 Cross-track multi-purpose tunnels and
 surface crossings
 Grandstand design
 Ambulance circuit

Patrons/Racing building infrastructure
 (administration, grandstands, offices,
 Jockey's facilities, Steward's facilities,
 Vet's facilities etc)
 On-course television infrastructure/facilities
 Sports arena track lighting for HD vision
 broadcasting Traffic management for
 pedestrians, horses (race day & training),
 track maintenance & stewards
 Horse movement planning
 Tie-up stalls, Stables and hose-down areas
 Stewards' towers Mounting yard &
 winners' stalls configuration
 Winning post systems
 Economic viability/feasibility studies
 Marquee and corporate entertainment areas
 Members viewing / entertainment areas
 Kitchen and services areas
 Project planning, design and
 construction programs
 Bar & betting ring design

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Consulting Engineers

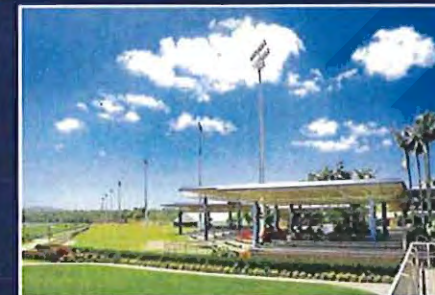


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Partnering you every step of the way...

"BAT-12" Testimonials



"Queensland Racing Limited values its relationship with Contour Consulting Engineers, in that they do not just provide engineering services, but also add value to our projects and act as true partners in their delivery."

Their expertise, knowledge and tenacious drive have resulted in the successful delivery of a number of major projects of State significance in recent times. In my experience, the Contour team are professional, economical and accurate with their advice and service. I have no hesitation in commending Contour to any organisation requiring services within their areas of expertise."

R.G. Bentley
Chairman—Queensland Racing Ltd

"As the previous National Land Development Manager for Forester Kurts Properties, and currently the Development Manager for Whitesands Resort/Estate/Golf Course, I have found the Contour Directors/Team to provide value engineering solutions and consultancy services. I have found Contour to be more than your "normal" engineering consultants, in that they provide timely, practical, and innovative engineering/environmental solutions in the context of site constraints and opportunities."

Their experience and expertise have been invaluable in providing workable solutions to complex issues encountered on large scale residential development projects that I have managed in the past and present."

Graham Burns
Development Manager—Whitesands Resort Estate (Port Vila)

"Queensland Racing Limited (QR) consider Contour Consulting Engineers as a valued partner in the delivery of new racing and training infrastructure throughout Queensland. We have found that the Contour team continuously seek to add value and provide additional support to all facets of our projects."

They actively promote cost effective alternatives and are focused on assisting QR to delivering stakeholder requirements. It has been our experience that they consistently drive our projects to successful completion, with high quality outcomes, and within tight timeframes and tight budget constraints."

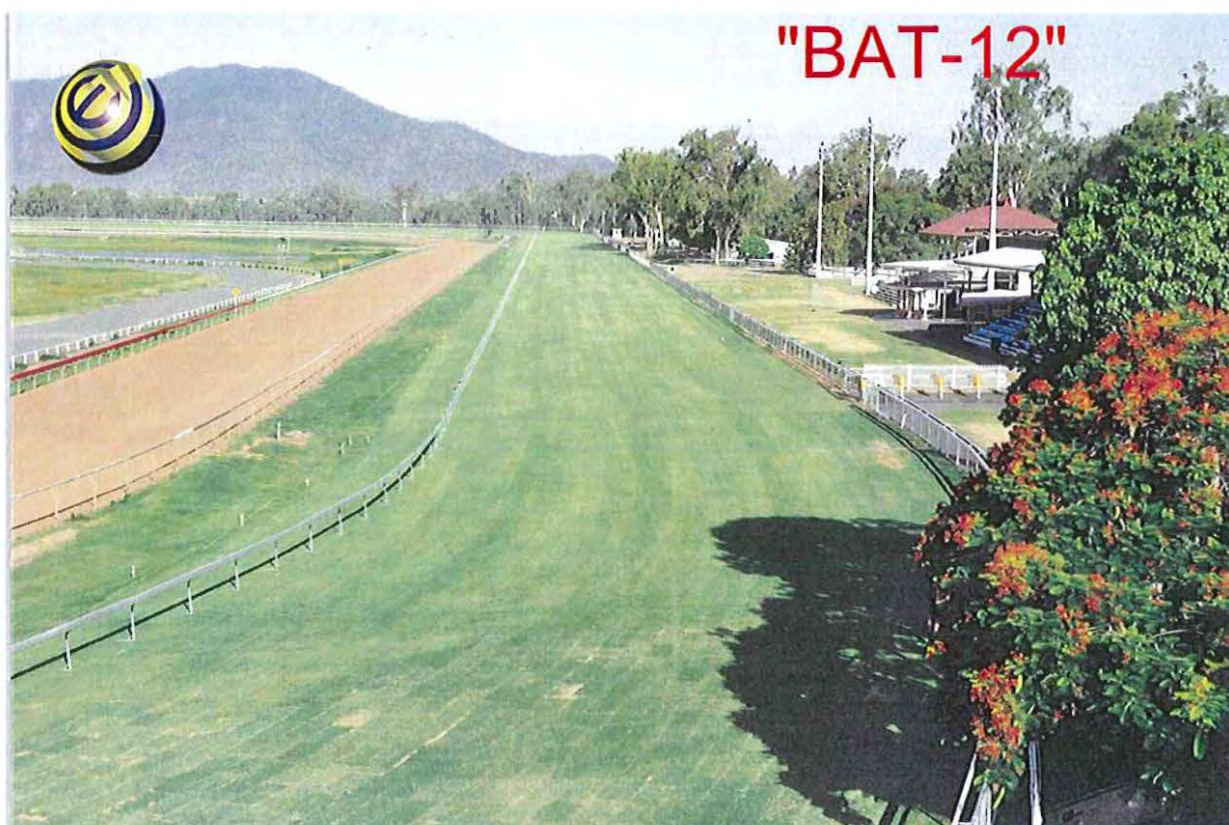
Paul Brennan
Racing Services Manager—Queensland Racing Ltd

"Contour's engineering design and drafting expertise, and their genuine desire to value-add to a project are all greatly valued and appreciated. I like their ability to understand the equine needs of the Racing Industry when managing a project. They display an extreme focus on ensuring that the quality of the works are designed and maintained. I would recommend them as they have proven to me their ability to get the project completed under extreme pressure."

Reld Sanders
Director of Racing & Chief Stipendiary Steward—Macau Jockey Club

"As a building developer myself, I can appreciate the professionalism displayed by Contour management and engineering staff, delivering the end result that the Toowoomba Turf Club now enjoys. A great job!"

Col Zeller
Chairman—Toowoomba Turf Club



Racing's experienced & trusted engineers.



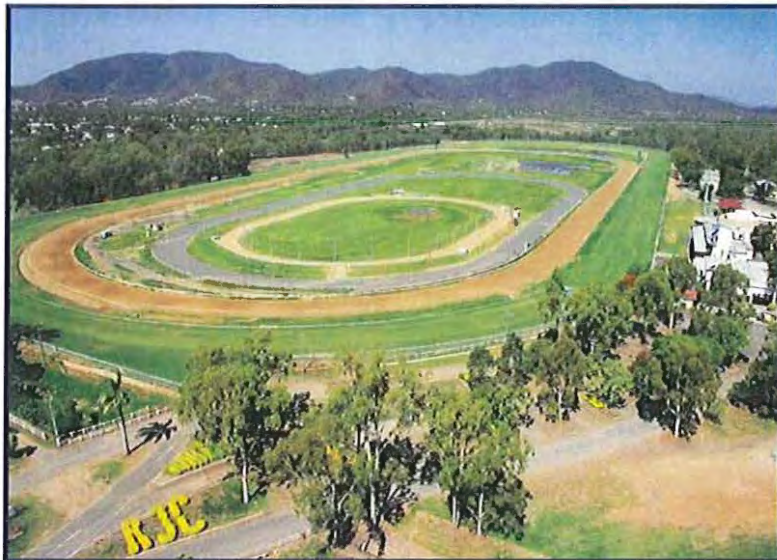
Contour has a long history of sporting ground design & golf course engineering. More recently this **expertise** has focused on **thoroughbred racecourses**. Contour's involvement with the racing industry has grown progressively to the point where we can now offer a level of service beyond that of our competitors.

Lighting of the Corbould Park Racecourse was the largest single floodlighting installation ever undertaken in Australia. The project was delivered on time and under budget in a tight construction period of only 22 weeks, through Queensland's wet season. The lighting design has since been highly commended by the Illuminating Engineering Society of Australia, and praised generally by patrons and industry organisations.

Partnerships in delivery of racing infrastructure ^{"BAT-12"}

Contour's experience and expertise are contemporary, based on recent major projects.

- ✦ Planning, design & installation of **Synthetic Thoroughbred Racetrack**, Corbould Park, Caloundra
- ✦ Planning, design & project management of **416 stables** & associated works at Corbould Park, Caloundra
- ✦ Planning, design & project management of **Synthetic Thoroughbred Racetrack**, Clifford Park, Toowoomba



- ✦ Planning, design and project management with re-modelling of **turf & sand** racetracks at Callaghan Park, Rockhampton
- ✦ Re-modelling & upgrade of **Beaudesert** sand track.
- ✦ Preliminary concept designs & cost estimates for **Wadham Park, Riccarton & Mata Mata** Racecourses in **New Zealand**, **Gosford Racecourse & Macau, China**.

- ✦ Project management services for **thoroughbred sports arena lighting**, Corbould Park, Caloundra & Clifford Park, Toowoomba.

- ✦ Project management & superintendent services for installation of **sports arena lights** at Tote Racing Centre, Launceston, Tasmania.





"BAT-12"

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Engineered for Racing



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CONTOUR
Consulting Engineers



civil



water



structural



environmental



project management

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Independent Contractor Agreement

Milestone Management Pty Ltd
(Contractor)

and

Contour Consulting Engineers Pty Ltd
(Company)



Level 1 Regatta Corporate
2 Innovation Parkway
Kawana Business Village Qld 4575
Telephone (07) 5413 4000
Facsimile (07) 5413 4099
www.aitkenlegal.com.au

Our reference CJC2010015

Aitken Legal Pty Ltd trading as Aitken Legal ACN 127 236 533
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Independent Contractor Agreement

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Details

Date

6 December 2010

Parties

Name	MILESTONE MANAGEMENT PTY LTD
Short form name	CONTRACTOR
ABN	74 115 910 266
Notice details	7 Seagull Avenue Aroona Qld 4551
Attention	Russell John Thompson 13 Boxthorn Place Aroona Qld 4551

Name	CONTOUR CONSULTING ENGINEERS PTY LTD
Short form name	COMPANY
ACN	117 061 659
ABN	62 117 061 659
Notice details	Suite 2, Level 1, 6 Innovation Parkway Birtinya Qld 4575
Attention	Ingrid Jenkins, Practice Manager

Background

- A. Contour Consulting Engineers Pty Ltd (**Company**) is a dynamic multi-disciplined firm providing innovative engineering and project management solutions across Australia and internationally.
- B. The Contractor conducts a business of Project Management/Engineering Consultancy. The Contractor has committed to a full understanding of the Company's business and to provide Project Management Consultancy Services to the Company.

- C. The Company requires the Services in **Schedule 1** of this Agreement (**Services**) to be provided.
- D. The Contractor is in the business of providing Services such as the Services required.
- E. The Contractor has agreed to provide the Services in accordance with and subject to the terms of this Agreement.

Agreed terms

1 Definitions

In this agreement:

Agreement means this document and all Schedules to this document.

Business day means any day of the week, Monday to Sunday, and including public holidays in Queensland.

Commencement Date means 19 October 2010 (the parties recognise the Contractor has been providing the Services since 19 October 2010 and this Contractor Agreement sets out the terms and conditions of the contract and by which the parties will be governed).

Confidential Information means all information which is confidential to the Company, including trade secrets, information concerning the market within which the Company operates, technical information concerning Company's products or the materials used by the Company in its business, information about the Company's financial performance, any and all information and documents that are Commercial in Confidence documents and information, customer and client lists and information, information concerning the Company's markets, business projections, business plans and business forecasts concerning the Company's performance or likely future activity and any other information which is confidential to the business affairs of the Company or its suppliers, customers and clients and which is not in the public domain and includes all Confidential Information of the Company's Related Bodies Corporate and of Contour Consulting Engineers Pty Ltd.

Contractual Payments means the negotiated and agreed contractual payments payable to the Contractor and as set out in the arrangements described in **Schedule 2** to this Agreement.

Directors mean the controlling persons of the Company and currently comprised of Tony Shelley, Brett Thomson and Brett Fulcher. Should other Directors be appointed to the Company such Directors will be included in the term Directors as referred to in this Agreement.

Intellectual Property Rights means all intellectual property rights including without limitation:

- (a) patents, copyright, trademarks, know-how and the right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

Key Person means the person named in the Deed in **Schedule 3**.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001*.

Review Date means the yearly anniversary of the Commencement Date.

Services means the Services listed in **Schedule 1**.

Termination Date means the date **one (1) month** after the Commencement Date, or as otherwise varied in accordance with this Agreement.

1.1 In this Agreement, unless the contrary intention appears:

- (a) terms defined in the *A New Tax System (Goods and Services Tax) Act 1999* and the *Trade Practices Act 1974* have the same meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or Schedule is a reference to a clause or Schedule to this Agreement and a reference to this Agreement includes any Schedules;
- (d) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (e) a reference to \$ is a reference to Australian currency; and
- (f) a reference to writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form.

1.2 Headings are for ease of reference only and do not affect interpretation.

2 Term

- 2.1 This Agreement will commence on the Commencement Date and will expire, subject to **clause 2.2**, on the Termination Date unless terminated earlier under this Agreement.
- 2.2 The Company is under no obligation to renew this Agreement with the Contractor at the end of the term in **clause 2.1**. If the Company chooses to renew this Agreement it may exercise the option to renew in **clause 17**.
- 2.3 The Contractor does not have any exclusive rights under this Agreement and the Company has the right to appoint others contractors or employees to provide the same or similar Services that the Contractor is providing under this Agreement

3 Contractor's obligations

- 3.1 The Contractor and the Key Person must provide the Company with the Services listed in **Schedule 1**.
- 3.2 The Services are to be provided Suite 2, Level 1, 6 Innovation Parkway Birtinya, Sunshine Coast, Queensland. The Contractor may be required to provide the Services from other locations as may be advised to the Contractor by the Company or the Directors from time to time.
- 3.3 The Contractor must have a registered Australian Business Number (ABN) and no Services will be provided and no payments made to the Contractor without an ABN being advised to the Company.
- 3.4 The Contractor must ensure that the Services are provided:

- (a) in accordance with the terms of this Agreement;
- (b) with due care and skill and to the best of the knowledge and expertise of the Contractor and Key Person;
- (c) with all things reasonably incidental or necessary to give effect to the Services;
- (d) by the Key Person; or where agreed with the Company, another person, so long as that person is a competent and qualified employee, agent or subcontractor of the Contractor with the necessary qualifications required by the Company as a Project Manager Consultant;
- (e) with a high standard of professional conduct;
- (f) in accordance with the reasonable directions given by any person nominated by the Company from time to time;
- (g) in a manner consistent with the best interests of the Company; and
- (h) in compliance with all applicable laws and regulations.

3.5 The Contractor must carry out its duties in a way that does not:

- (a) bring the Company or its services into disrepute or disfavour; or
- (b) cause dissatisfaction with customers/clients of the Company in relation to the services that the Company provides.

3.6 The Contractor must comply, and must ensure that the Key Person complies, with all requirements prescribed by any law or instrument applicable to the Contractor including but not limited to;

- (a) industrial relations legislation;
- (b) industrial awards and other industrial instruments;
- (c) workplace health and safety legislation; and
- (d) discrimination and harassment legislation.

3.7 The Contractor must not act or purport to act as an agent of or with authority to bind the Company to any agreement or otherwise hold itself as being authorised to deal as an agent of the Company except as authorised by this Contractor Agreement or by the Company in writing.

3.8 The Contractor must ensure that the Key Person maintains, at the Contractor's cost, key qualifications including AD Civil Eng (Associate Diploma in Civil Engineering); OMIEA; MAIPM. Such maintenance may include professional development requirements. Failure to maintain the qualifications will result in termination of this Agreement pursuant to **clause 13**.

4 Method of Providing Services

4.1 The Company will provide the Contractor and the Key Person with the use of such equipment and other resources as it considers reasonably necessary for the

performance of the Services. The Company will acquire and maintain this equipment at its expense. The Contractor and the Key Person must take reasonable care to prevent damage or loss to any equipment that the Company provides for use, or which is in the Contractor and Key Person's possession, custody or control in providing the Services. The Contractor will supply (for the use of it and the Key Person) at least the following equipment:-

- Motor Vehicle
- Laptop Computer
- Mobile Telephone

- 4.2 The Contractor must ensure that the Key Person substantially performs the Contractor's obligations under this agreement.
- 4.3 The Contractor may only change the Key Person with the prior written approval of the Company. The Company may withhold this approval in its absolute discretion.
- 4.4 The Contractor may not subcontract to any person the performance of any of its obligations under this Agreement without the written approval of the Company, which must not be unreasonably withheld.
- 4.5 It is recognised that the Contractor (including the Key Person) may have other sources of Income and enter, or have entered, into other contractual arrangements but at all times the Contractor must not place itself in the position of a conflict of interest with the Company.
- 4.6 The Company may provide guidelines for its expectations and requirements for the Services to be provided by the Contractor and the Key Person.
- 4.7 The Key Person will be required to be suitably qualified as a Project Manager Consultant.
- 4.8 It is an essential requirement of the Agreement that the Key Person maintain a Motor Vehicle Licence so that matters associated with providing the Services can be provided by the Contractor through the Key Person. If the Key Person was to lose that Motor Vehicle Licence through disqualification by whatever means, then the Company may very well immediately terminate this Agreement in accordance with **Clause 13**.

5 Attaining results and Contractual Payments

- 5.1 The Company operates five (5) days per week, Monday to Friday between 8.30am and 5.30pm. You will need to be available in the office generally inside those hours.
- 5.2 The Contractor will provide the Key Person for the hours necessary to achieve the outcomes required of the Services. The Contractor has agreed that it will provide the Key Person under current agreed arrangements, which may be varied between the Company and the Contractor by a substitution of information at **Schedule 2**, 30 hours per week to be worked on such days as are considered necessary by the Contractor with input from the Company through its Directors as may be required.
- 5.3 The Company must pay the contractual payments as agreed with the Contractor in

accordance with **Schedule 2** and subject to the provisions of this **clause 5** and **Schedule 2** and any other matters raised by this Agreement or by the Company in writing.

- 5.4 To be entitled to a contractual payment referred to in this **clause 5** and **Schedule 2**, the Contractor must:
- (a) comply with this Contractor Agreement;
 - (b) issue the Company with an appropriate Tax Invoice.
- 5.5 The Company will make the Contractual Payment generally within fourteen (14) days of receipt of the appropriate Tax Invoice.
- 5.6 If GST is applicable in respect of the Contractual Payment, the Company will pay the Contractor an additional amount equal to the GST paid or payable by the Contractor upon receipt of a valid Tax Invoice stating the amount of GST paid or payable by the Contractor on that payment as calculated in accordance with the applicable GST law.
- 5.7 The Contractor must provide the Company with (two) 2 weeks' notice if the Key Person will be unable to provide the Services for any period of time, including any period of leave that the Key Person has accrued with the Contractor and wishes to take.
- 5.8 The Contractor will be liable for all taxes and charges on amounts payable under this Agreement.
- 5.9 The Company will not reimburse the Contractor for any expenses or costs of or associated with the Contractor providing the Services except as specified in **Schedule 2**.

6 Insurance

- 6.1 The Contractor must take out and maintain at its cost for the duration of this Agreement:
- (a) all necessary statutory workers compensation insurance for its workers (and otherwise comply with all statutory workers compensation requirements);
 - (b) if advised by the Company all necessary professional indemnity insurance – presently the Company has agreed, and arranged, for the Contractor (including Key Person) to be noted as covered by the Company's current policy;
 - (c) any other insurance policy reasonably required by the Company from time to time (which may include a Products and Public Liability Policy);
 - (d) necessary motor vehicle insurances to cover the motor vehicle that the Contractor provides for the carrying out the Services.
- 6.2 The Contractor must, on request by the Company, provide to the Company evidence of the insurance cover obtained by the Contractor in accordance with **clause 6.1**.

- 6.3 The Contractor must notify the Company immediately in writing of any cancellation or non-renewal of the insurance policies referred to in **clause 6.1**.

7 Confidential Information

7.1 The Contractor:

- (a) may use Confidential Information only for the purposes of this Agreement; and
- (b) must keep confidential all Confidential Information except:
 - (i) for disclosure permitted under **clause 7.2**; and
 - (ii) to the extent (if any) the Contractor is required by law to disclose any Confidential Information.

7.2 The Contractor may disclose Confidential Information to persons who:

- (a) have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know); and
- (b) before disclosure:
 - (i) in the case of the Contractors officers and employees, have been directed by the Contractor to keep confidential all Confidential Information; and
 - (ii) in the case of other persons, have agreed in writing with the Contractor to comply with substantially the same obligations in respect of Confidential Information as those imposed on the Contractor under this Agreement,

(each a **Direction**).

7.3 The Contractor must:

- (a) ensure, so far as it is reasonably able to do so, that each person to whom it discloses Confidential Information under **clause 7.2** complies with its Direction; and
- (b) notify the Company of, and take all steps to prevent or stop, a suspected or actual breach of a Direction;
- (c) provide, and ensure that the Key Person provides, all assistance reasonably requested by the Company in relation to any proceedings the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information.

7.4 If the Contractor is required by law to disclose any Confidential Information to a third person (including, but not limited to, government) the Contractor must:

7.5

- (a) before doing so:

- (i) notify the Company; and
 - (ii) give the Company a reasonable opportunity to take any steps that the Company considers necessary to protect the confidentiality of that information; and
- (b) notify the third person that the information is confidential information of the Company.

8 Intellectual Property

- 8.1 The Contractor assigns, and will ensure that the Key Person assigns, to the Company all future Intellectual Property Rights in any concept, idea or materials created by the Contractor or the Key Person, or any other employee, agent or subcontractor engaged by the Contractor, (whether alone or with a third party) in the course of, or in connection with, providing the Services during the life of this Agreement.
- 8.2 The Contractor must do, and will ensure the Key Person does, all things reasonably requested by the Company to enable the Company to secure the rights assigned under this **clause 8**.
- 8.3 If the Company is unable for any reason, after reasonable effort, to secure the signature of the Key Person or the necessary director(s) of the Contractor on any documents needed in connection with the actions specified in this **clause 8**, the Contractor hereby irrevocably appoints, and will ensure that the Key Person appoints, the Company and its duly authorised officers and agents as the Contractors or Key Persons agent and attorney to act for and on behalf of the Contractor or Key Person, as applicable, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this **clause 8** with the same legal effect as if executed by the Contractor or Key Person, as applicable.

9 Relationship

- 9.1 The Contractor acknowledges that it provides the Services to the Company as an independent contractor.
- 9.2 Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent or partnership between the Company and/or any Related Body Corporate and the Contractor or any of the Contractors employees, agents or subcontractors including the Key Person.
- 9.3 The Contractor will be solely responsible for all payments in relation to superannuation, payroll tax, group tax deduction and other taxes and levies and all other payments imposed on an employer in respect of employees under the laws of Australia arising out of this Contractor Agreement or the provision of the Services.
- 9.4 Neither the Contractor nor any employees, agents or subcontractors of the Contractor including the Key Person will be entitled to the payment by the Company of salary, annual leave, personal leave, compassionate leave, severance pay, long service leave, superannuation or any other entitlement which an employee has in respect of his or her employment.

10 Gratuities

- 10.1 The Contractor or Key Person cannot receive any third party payment or incentive in relation to the Services provided to the Company including, but not limited to gratuities, incentives, commissions or benefits of any type without the prior written consent of the Company.
- 10.2 All transactions, tenders and contracts must be granted on an arm's length competitive basis with due process to be observed.
- 10.3 If the Company is reasonably satisfied that the Contractor or Key Person has received a third party payment, gratuity, commission or other benefit, this Agreement may be terminated without prior notice.

11 Authority

The Contractor and Key Person will have such authority as is delegated to them from time to time by the Company, having regard to the Service to be provided by the Contractor pursuant to this Agreement.

12 Resolution of Disputes

- 12.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this agreement (**Dispute**) unless it has complied with this clause.
- 12.2 A party claiming that a Dispute has arisen must notify the other party giving details of the Dispute.
- 12.3 During the 20 day period after the notice is given (or any longer period agreed in writing by the parties) each party must use its best efforts to resolve the Dispute.
- 12.4 If the parties are unable to resolve the Dispute within the 20 day period, each party agrees that the Dispute must be referred for mediation, at the request of either party, to:
 - (a) a mediator agreed on by the parties; or
 - (b) a mediator nominated by the then President of the Queensland Law Society or the Presidents nominee.
- 12.5 Any information or documents disclosed by a party under this clause:
 - (a) must be kept confidential; and
 - (b) may not be used except to attempt to resolve the Dispute.
- 12.6 Each party must bear its own costs of complying with this clause and the parties must bear equally the costs of any mediator engaged.

13 Termination of Agreement

- 13.1 The Company may terminate this Agreement at any time with immediate effect and without notice including:

- (a) If the Contractor breaches **clause 3, 4, 5, 6, 7, 8, 9, 10 or 11** of this Agreement;
- (b) If the Contractor materially breaches any other clause of this Agreement and such breach is not remedied within 14 days of the Contractor being notified in writing of the breach;
- (c) If the Contractor repudiates the Agreement;
- (d) If the Contractor becomes insolvent and/or is placed into liquidation;
- (e) If the Key Person is under the influence of alcohol, or under the influence or in possession of illegal or non-prescription drugs while providing the Services;
- (f) If the Company becomes aware that the Contractor has a conflict of interest of which it has not informed the Company of in accordance with **clause 18**;
- (g) If the Key Person materially breaches any provision of the Key Person Deed or repudiates the Key Person Deed;
- (h) If the Key Person is for any reason unable to be substantially involved in providing the Services or engages in serious misconduct;
- (i) For any other reason the Company considers appropriate and/or necessary.

13.2 This Agreement may be terminated by the Contractor at any time by giving the Company one (1) weeks written notice.

14 On and after Termination

14.1 On and after termination of this Agreement:

- (a) the Contractor must stop providing the Services;
- (b) subject to **clause 14.1(f)**, the Company must pay the Contractor any amount due and payable under this Contractor Agreement;
- (c) the Contractor must return, and ensure that the Key Person returns, all property, including Confidential Information, records, files, notebooks, correspondence and papers or documents (in machine readable form or otherwise), keys, or other property of the Company in the possession of the Contractor or any employee, agent or subcontractor of the Contractor (including the Key Person) which belongs to the Company or any Related Body Corporate of the Company or to Contour Consulting Engineers Pty Ltd or which relates to the business of the Company or any Related Body Corporate of the Company and Contour Consulting Engineers Pty Ltd;
- (d) the Contractor or Key Person must not record any Confidential Information in any form;
- (e) the operation of **clauses 6, 7, 8, and 14** continues; and
- (f) the Company may offset any amounts the Contractor or Key Person owes

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the Company against any amounts the Company owes the Contractor from time to time.

15 Warranties

15.1 The Contractor warrants that:

- (a) the Services will be provided in accordance with this Agreement;
- (b) the Contractor has taken out insurance in accordance with this Agreement;
- (c) the Contractor is authorised to enter into this Agreement; and
- (d) in providing the Services, the Contractor will not be in breach of any obligation owed to, or any right belonging to, any person.

16 Indemnity

16.1 The Contractor hereby indemnifies the Company against all claims, demands, liabilities, suits, costs and expense whatsoever and however arising out of the performance of the Agreement and all claims whether for Workers Compensation or otherwise that the Company or any Related Body Corporate may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this Agreement by the Contractor;
- (b) the Contractors performance of or failure to perform its obligations under this Agreement;
- (c) breach by the Contractor of any representation, warranty or agreement contained in or in connection with this Agreement, whether express or implied;
- (d) any act or omission of the Contractor or any of the Contractors employees, agents or subcontractors including the Key Person and in particular any breach of any provision of the Key Person Deed by the Key Person (other than an act done or omitted at the Company's direction);
- (e) the Company or any Related Body Corporate being found to be liable for any payment to any of the Contractors employees, agents or subcontractors in respect of remuneration or to any person for any tax, levy or charge in respect of such employee, agent or subcontractor, including the Key Person;
- (f) any claim, entitlement or demand against the Company or any Related Body Corporate of the Company by any of the Contractors employees, agents or subcontractors, including the Key Person;
- (g) any claim or demand against the Company or any Related Body Corporate of the Company in relation to any insurance of the kind referred to in **clause 6**; or
- (h) the Contractors employment or engagement of the Key Person or the termination of that employment or engagement.

17 Option of Renewal

- 17.1 Subject to **clause 2.2**, the Company may extend the Agreement for a further term of one (1) month commencing immediately on or after the Termination Date.
- 17.2 The Company must give notice to the Contractor not less than one (1) weeks' notice before the Termination Date as to whether or not the Company intends to extend the Agreement in accordance with **clause 17.1**.
- 17.3 The Contractual Payments arrangements for the period of the renewal will be in accordance with **Schedule 2** or in accordance with an Amended Schedule 2 (at the Company's option).

18 Conflict of Interest

- 18.1 The Contractor will not allow a situation to arise which places the Contractor or the Key Person in a situation of conflict of interest or duty or potential conflict of interest or duty.
- 18.2 If a situation arises whereby the Contractor or Key Person believes they have, or have the potential to have, a conflict of interest or duty, the Contractor will immediately advise a Director of the situation and will take all reasonable steps to avoid the conflict or potential conflict, and will follow reasonable directions of a Director in that regard.

19 Advice

The Contractor acknowledges that:

- (a) the Contractor has obtained independent financial, taxation and legal advice concerning the terms of this Agreement; or
- (b) having had a reasonable opportunity to take that advice, the Contractor has declined to do so.

20 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from the Agreement and the remaining provisions of the Agreement continue in force.

21 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of or exercise that or any other right under this Agreement.

22 Notice

- 22.1 A party giving notice under this Agreement must do so in writing.
- 22.2 A notice given in accordance with **clause 22.1** is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, three days after the date of posting;
- (c) if sent by facsimile, when the senders facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight hours after that transmission, the recipient informs the sender that it has not received the entire notice; or
- (d) if sent by email, when the email is stated to be transferred as recorded in the mail envelope properties.

23 Governing Law

This Agreement is governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of that State.

24 Entire Agreement

This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

25 Alteration

This Agreement may only be altered or varied in writing signed by the parties.

26 This Agreement is Confidential

The terms of this Agreement are confidential and may not, without the written approval of the other party, be disclosed by the Contractor to any other person other than for the purpose of obtaining professional legal or accounting advice or as required by law.

27 Privacy

The Company will now hold personal information the Contractor has provided on its human resources database and files. The Company will use the personal information the Contractor has provided for the purpose of contractor administration. The Contractor acknowledges that, the Company may disclose the personal information to its Related Bodies Corporate or Contour Consulting Engineers Pty Ltd for the purpose of contractor administration.

Schedule 1 - Services

- Project Management Consultancy Services

Schedule 2 – Contractual Payments

- 1 The Company and the Contractor have negotiated and agreed that for the provision of these Services the Company will render an Invoice on the basis of hourly rates basis for the provision of the Services on the basis of an expected 30 hours per week. It has been agreed between the Company and the Contractor that an Invoice will only be rendered for "*productive*" hours. *Productive* hours are those hours directly relevant to the Services provided by the Contractor to the Company. At any time the Company can make enquiry and consider whether the hours have been provided on the "*productive*" basis. If there are any concerns about the "*productive*" hours then the Company and the Contractor will immediately enter into discussions and reach agreement as to those *productive* hours invoiced and to set parameters for future *productive* and invoiced hours.

- 2 The Company and the Contractor have agreed that the Contractor will supply its own Motor Vehicle with such Motor Vehicle to be used for up to 1000 kilometres per week. The supply of the Motor Vehicle by the Contractor is a cost included within the Agreed Hourly Rates. Should the Contractor (through the Key Person) exceed 1000 kilometres per week then the Company, at its cost, will make available to the Contractor (Key Person) a Motor Vehicle of the Company for any use in excess of 1000 kilometres per week.

Schedule 3 – Key Person Deed

Deed dated 2010

6TH DECEMBER

Name	RUSSELL JOHN THOMPSON
Short form name	KEY PERSON
Notice details	13 Boxthorn Place, Aroona Qld 4551
Name	CONTOUR CONSULTING ENGINEERS PTY LTD
Short form name	COMPANY
ACN	117 061 659
ABN	62 117 061 659
Notice details	Suite 2, Level 1, 6 Innovation Parkway, Birtinya Qld 4575
Attention	Ingrid Lambert, Practice Manager

Background

- A. The Company has entered into the Contractor Agreement with the Contractor (**Contractor Agreement**).
- B. The Contractor is engaged to provide the Services using the Key Person. The Contractor has employed or otherwise engaged the Key Person to assist it in the provision of those Services to the Company.
- C. The Key Person has the expertise to provide the Services.
- D. The Key Person has agreed to enter into this Deed.
- E. The beneficiaries under this Deed are the Company and any of its Related Body Corporate.

AGREEMENT

1. Definitions

In this Deed, where a meaning is ascribed to a term in the Contractor Agreement, it has that meaning in this Deed.

2. Method of Providing the Services

2.1 The Key Person will report to a Director of the Company, or such other person specified by the Company from time to time.

2.2 The Key Person will provide the Services:

- (a) in accordance with this Contractor Agreement;
- (b) with due skill and care and to the best of their knowledge and experience;
- (c) with all things reasonably incidental or necessary to give effect to the Services;
- (d) in accordance with the reasonable directions given by the Company from time to time;
- (e) in a manner consistent with the Company's interests; and
- (f) in compliance with all applicable laws and regulations.

3. Intellectual Property Rights and Moral Rights

The Key Person:

- (a) assigns to the Company all existing and future Intellectual Property Rights in any material or thing created by the Key Person, whether alone or with a third party in the course of providing the Services;
- (b) agrees to do all things reasonably required by the Company to enable the Company to assure further the rights assigned under this Deed;

4. Confidentiality

4.1 From the date of execution of this Deed, the Key Person must:

- (a) keep Confidential Information confidential, except where disclosure is permitted under **clause 4.2(b)**; and
- (b) take whatever measures are reasonably necessary to preserve such confidentiality, including but not limited to;
 - (i) complying with all security measures established to safeguard Confidential Information from access or unauthorised use;

- (ii) keeping Confidential Information under their control;
- (iii) not removing Confidential Information from the Company's premises without prior approval by the Company; and
- (iv) immediately notifying the Company if the Key Person suspects or is aware that Confidential Information has been used, copied or disclosed without authorisation.

4.2 The Key Person may:

- (a) use Confidential Information solely for the purpose of providing the Services; and
- (b) disclose Confidential Information to a director, advisor, or authorised employee or subcontractor of the Company who have a need to know (and only to the extent that each has a need to know).

4.3 These obligations of confidentiality do not extend to information that:

- (a) is or becomes part of the public domain otherwise than by a breach of confidentiality (by the Contractor or the Key Person, or of which the Contractor or the Key Person is aware); or
- (b) the Key Person is required by law to disclose.

4.4 After the Contractor Agreement ends:

- (a) the obligations of confidentiality set out in this Deed continue to apply; and
- (b) the Key Person must not record any Confidential Information in any form (including, but not limited to, machine readable form), nor sell or otherwise transfer any Confidential Information.

5. Privacy

- 5.1 The Company may need to collect personal information from the Key Person and about the Key Person which may include but is not limited to: personal and emergency contact details, payment and banking details, information relating to the Key Persons performance and conduct and any other information the Key Person provides to the Company.
- 5.2 The purpose of collecting the Key Persons personal information is to administer and facilitate the provision of the Services and to enable the Company to promote the Services.
- 5.3 The Company may disclose the Key Persons personal information to its Related Body Corporate, insurers, banks and other similar organisations.
- 5.4 It is the Company's policy to retain certain personal information following performance of the Services for any residual activities, such as processing of payments.

- 5.5 The Key Person may request access to, and correction of, their personal information.

6. Indemnity

The Key Person indemnifies and holds harmless the Company against all liabilities, claims, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Company) that the Company may sustain or incur as a result, whether directly or indirectly, of any breach by the Key Person of any representation, warranty, agreement or undertaking in or in connection with this Deed, whether express or implied.

7. Warranties

The Key Person warrants that in granting the rights to the Company under this Deed:

- (a) the Key Person is not in breach of any obligation owed to any person or any right belonging to any person; and
- (b) the Key Person has full power to enter into this Deed and that the terms of the Deed do not in any way conflict with any existing commitment by the Key Person.

8. General

- 8.1 The Key Person must do all things reasonably requested by the Company (including executing another deed) to enable the Company to assure further the rights assigned under this Deed.
- 8.2 The Key Person must not act or purport to act as agent of or with authority to bind the Company to any agreement or otherwise hold themselves as being authorised to deal as an agent of the Company except as authorised by the Contractor Agreement or the Company.
- 8.3 The terms of this Deed continue to operate despite the termination, for any reason, of the Contractor Agreement or the cessation, for any reason, of the Key Persons employment or engagement by the Contractor.
- 8.4 This Deed may only be varied in writing signed by the Key Person and the Company.
- 8.5 Nothing in this Deed constitutes a relationship of employer and employee, principal and agent or partnership between the Company and the Key Person.
- 8.6 This Deed:
 - (a) constitutes the entire agreement between the parties as to its subject matter; and
 - (b) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

8.7 This Deed is governed by the laws of Queensland and the parties submit to the jurisdiction of the Courts of that State.

Signed by

in the presence of

Signature of Witness

Name of Witness (print)

Signed for CONTOUR CONSULTING
ENGINEERS PTY LTD by an authorised
officer in the presence of

Patrick

Signature of Witness

Rebecca Patrick

Name of Witness (print)

Jenkins

INGRID JENKINS

Name of authorised officer (print)

PRACTICE MANAGER

Office held

Signing page

EXECUTED as an Agreement

Signed for **MILESTONE MANAGEMENT PTY LTD** by an authorised officer in the presence of

Signature of Witness

Name of Witness (print)

Name of authorised officer (print)

Office held

Signed for **CONTOUR CONSULTING ENGINEERS PTY LTD** by an authorised officer in the presence of

Patrick

Signature of Witness

Rebecca Patrick

Name of Witness (print)

Jenkins

INGRID JENKINS

Name of authorised officer (print)

PRACTICE MANAGER

Office held

Confidentiality Agreement

Parties:

Name: CONTOUR CONSULTING ENGINEERS PTY LTD
ACN: 117 061 659

Short form name: **COMPANY**

AND:

Name: Russell Thompson

Short form name: **CONTRACTOR**

1 Definitions:

- 1.1 **Confidential Information** means all information which is confidential to the Company, including trade secrets, information concerning the market within which the company operates, technical information, engineering documents including drawings, plans, commercial and client information, clients lists and client information, pricing data, information about suppliers, information concerning the Company's operations, merchandising systems, markets, business projections, business plans and business forecasts concerning the Company's performance for likely future activity; marketing or promotional information, and any other information which is confidential to the business affairs of the Company or its suppliers and clients and which is not in the public domain and includes all Confidential Information of the Company's Related Bodies Corporate.

2 Confidential Information

- 2.1 All Confidential Information is, and remains at all times, the property of the Company.
- 2.2 Subject to clause 2.3, you must keep confidential all Confidential Information.
- 2.3 You may:
- (a) use Confidential Information solely for the purpose of performing your duties with the Company; and
 - (b) disclose Confidential Information only:
 - (i) to persons who have signed a confidentiality agreement required by the Company from time to time and either:
 - (A) have a need to know (and only to the extent that each has a need to know); and
 - (B) have been approved in writing by the Company; or
 - (ii) that you are required by law to disclose.

- 2.4 You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- 2.5 You must provide assistance reasonably requested by the Company in relation to any proceedings the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information.
- 2.6 If you are found to have breached this clause, your contract may be terminated immediately.
- 2.7 In this Agreement:

'Confidential Information' has the meaning set out in **clause 1.1** and means all confidential information including but not limited to:

- (a) confidential financial information concerning the Company or a Related Body Corporate of the Company or any clients of the Company;
- (b) trade secrets of the Company or a Related Body Corporate of the Company;
- (c) confidential know-how of the Company or a Related Body Corporate of the Company; and
- (d) information (technical, business or otherwise) of workshops and training programs and techniques;
- (e) information regarding employees or contractors;
- (f) records, concepts, ideas, systems, designs, drawings, plans, specifications, visual representations, methods, processes, reports, assessments and other intellectual property;
- (g) contracts and arrangements with clients and suppliers;
- (h) lists of Clients and suppliers, contact details of Clients and suppliers and personal information about Clients and suppliers of the Company or a Related Body Corporate of the Company,

of which you become aware or generate (both before and after the day this Agreement is signed) in the course of, or in connection with, your employment with the Company, but does not include information which is public knowledge (except where it becomes public knowledge as a result of a breach of this Agreement by you).

'Related Body Corporate' has the meaning given to it under the Corporations Law.

3 Intellectual Property Rights

3.1 You:

- (a) presently assign to the Company all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans,

software, reports, assessments, proposals and other materials you create or generate (whether alone or with the Company, its other employees or contractors) for use by the Company; and

- (b) acknowledge that by virtue of this clause all such existing rights are vested in the Company and, on their creation, all such future rights will vest in the Company.
- 3.2 You must immediately disclose any invention, design, model, drawing, plan, software, report, proposal, publication or other material created by you and the Intellectual Property Rights in it belong to the Company.
- 3.3 You must do all things reasonably requested by the Company to enable it to assure further rights assigned under **clause 3.1** and **3.2** including executing any documents or taking any action necessary to enable the Company or its nominees to apply for a patent, registered design or other protection.
- 3.4 You consent to any act or omissions of the company which would otherwise infringe any moral right held by you in the Intellectual Property, whether currently existing or coming into existence in the future, and including any right to be identified as the author of any intellectual Property, and any right in relation to any alteration of treatment of, or change to, any other dealings whatsoever with any Intellectual Property.
- 3.5 For the purpose of this clause:
- (a) **'Intellectual Property' includes:**
 - (i) Any materials, drawings, calculations, maps, sketches, notes, data, electronic data, computer programs, reports, assessments and other documents produced by you pursuant to your obligations under this Agreement; and/or
 - (ii) All industrial, commercial and intellectual property rights of any kind including but not limited to copyright, trademark, design, patent, semi-conductor rights, trade, business or company names, trade secrets, confidential or other proprietary rights or any rights to register such rights whether created before or after the date of this Agreement, and whether existing in Australia or otherwise.
 - (b) **'Intellectual Property Rights'** means all intellectual property rights including without limitation:
 - (i) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and
 - (ii) any application or right to apply for registration of any of those rights.
 - (c) **'Moral Rights'** are rights provided to creators under copyright law in order to protect both their reputation and the integrity of their work. The *Copyright Amendment (Moral Rights) Act 2000* provides creators with the right:

- (i) of attribution of authorship;
- (ii) not to have authorship of their work falsely attributed; and
- (iii) of integrity of authorship. This protects creators from their work being used in a derogatory way that may negatively impact on their character or reputation.

4 Media Communications

- 4.1 The company's relationships with the media and the community are conducted exclusively by a director (specifically Brett Thomson, and in the event that he is not available, Tony Shelley), or as delegated by them.

If approached to make a public statement regarding the business activities of the Company, a client, and/or a project, you are asked to respond in the following manner.

"I am unauthorised to make comment on behalf of Contour. I can pass your enquiry onto one of our Directors for their response. Our Director Brett Thomson is the person who you are to liaise with".

5 Racing Queensland Limited

- 5.1 With regards to Racing Queensland Limited (RQL) projects ("Project"). RQL require that you keep all information discussed in meetings, on-site, and in general, strictly confidential. No information is to be divulged to any second or third parties (including the media, and/or political representatives).

Should it be established that you have breached your confidentiality requirements, it may lead to instant dismissal.

Without limiting the generality of the above, for the purpose of the clause, 'confidential information' means and includes any information relating to the Project, its business and activity including but not limited to intellectual property, financial information, License information, proposed plans/drawings, budgets, programmes, and other commercially valuable information in whatever form and all other information provided to you which is either labelled or expressed to be confidential, or given to you in circumstances where one would expect the information to be confidential to the Project. Excludes any matter that has become public knowledge or part of the public domain.

I undertake to comply with the above obligations and conditions as required by the Company and as stated above to protect the Company's confidential information.

Name: Russell Thompson
(Please print full name)

Signature: [Signature]

Date: 19/10/10

Witness: INGRID HANSEN
(Please print full name)

Signature: [Signature]

Date: 19/10/10

Independent Contractor Agreement

Duke Environmental
(Contractor)

and

Contour Consulting Engineers Pty Ltd
(Company)



Level 1 Regatta Corporate
2 Innovation Parkway
Kawana Business Village Qld 4575
Telephone (07) 5413 4000
Facsimile (07) 5413 4099
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Our reference CJC2010015

Aitken Legal Pty Ltd trading as Aitken Legal ACN 127 236 533
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Details

Date

28th May 2010

Parties

Name Duke Environmental (Powerful Owl Qld Pty Ltd T/A)
Short form name **CONTRACTOR**
ABN 53 111 368 944
Notice details Suite 2, Level 1, 6 Innovation Parkway, BIRTINYA QLD 4575
Attention [REDACTED] - Director

Name CONTOUR CONSULTING ENGINEERS PTY LTD
Short form name **COMPANY**
ACN 117 061 659
ABN 62 117 061 659
Notice details Suite 2, Level 1, 6 Innovation Parkway Birtinya Qld 4575
Attention Christopher Fulcher, Director

Background

- A. Contour Consulting Engineers Pty Ltd (**Company**) is a dynamic multi-disciplined firm providing innovative engineering and project management solutions across Australia and internationally.
- B. The Contractor conducts a business of Environmental Science/Engineering Consultancy services. The Contractor has committed to a full understanding of the Company's business and to provide Project Management Consultancy Services to the Company.
- C. The Company requires the Services in **Schedule 1** of this Agreement (**Services**) to be provided.
- D. The Contractor is in the business of providing Services such as the Services required.
- E. The Contractor has agreed to provide the Services in accordance with and subject to the terms of this Agreement.

Agreed terms

1 Definitions

In this agreement:

Agreement means this document and all Schedules to this document.

Business day means any day of the week, Monday to Sunday, and including public holidays in Queensland.

Commencement Date means 28th May 2010 (the parties recognise the Contractor has been providing the Services since February 2005 and this Contractor Agreement sets out the terms and conditions of the contract and by which the parties will be governed).

Confidential Information means all information which is confidential to the Company, including trade secrets, information concerning the market within which the Company operates, technical information concerning Company's products or the materials used by the Company in its business, information about the Company's financial performance, any and all information and documents that are Commercial in Confidence documents and information, customer and client lists and information, information concerning the Company's markets, business projections, business plans and business forecasts concerning the Company's performance or likely future activity and any other information which is confidential to the business affairs of the Company or its suppliers, customers and clients and which is not in the public domain and includes all Confidential Information of the Company's Related Bodies Corporate and of Contour Consulting Engineers Pty Ltd.

Contractual Payments means the negotiated and agreed contractual payments payable to the Contractor and as set out in the arrangements described in **Schedule 3** to this Agreement.

Directors mean the controlling persons of the Company and currently comprised of Tony Shelley, Brett Thomson and Brett Fulcher. Should other Directors be appointed to the Company such Directors will be included in the term Directors as referred to in this Agreement. If Directors should leave the company, the term shall cease to apply to such person.

Intellectual Property Rights means all intellectual property rights including without limitation:

- (a) patents, copyright, trademarks, know-how and the right to have Confidential Information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

Key Personnel means the personnel named in the Deed in **Schedule 4**.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001*.

Review Date means the yearly anniversary of the Commencement Date.

Services means the Services listed in **Schedule 1**.

Termination Date means the date **twelve (12) months** after the Commencement Date, or as otherwise varied in accordance with this Agreement.

1.1 In this Agreement, unless the contrary intention appears:

- (a) terms defined in the *A New Tax System (Goods and Services Tax) Act 1999* and the *Trade Practices Act 1974* have the same meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or Schedule is a reference to a clause or Schedule to this Agreement and a reference to this Agreement includes any Schedules;
- (d) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (e) a reference to \$ is a reference to Australian currency; and
- (f) a reference to writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form.

1.2 Headings are for ease of reference only and do not affect interpretation.

2 Term

- 2.1 This Agreement will commence on the Commencement Date and will expire, subject to **clause 2.2**, on the Termination Date unless terminated earlier under this Agreement.
- 2.2 The Company is under no obligation to renew this Agreement with the Contractor at the end of the term in **clause 2.1**. If the Company chooses to renew this Agreement it may exercise the option to renew in **clause 17**.
- 2.3 The Contractor does not have any exclusive rights under this Agreement and the Company has the right to appoint others contractors or employees to provide the same or similar Services that the Contractor is providing under this Agreement

3 Contractor's obligations

- 3.1 The Contractor and the Key Person must provide the Company with the Services listed in **Schedule 1**.
- 3.2 The Services are to be provided at Suite 2, Level 1, 6 Innovation Parkway Birtinya, Sunshine Coast, Queensland. The Contractor may be required to provide the Services from other locations as may be advised to the Contractor by the Company or the Directors from time to time.
- 3.3 The Contractor must have a registered Australian Business Number (ABN) and no Services will be provided and no payments made to the Contractor without an ABN being advised to the Company.
- 3.4 The Contractor must ensure that the Services are provided:
 - (a) in accordance with the terms of this Agreement;
 - (b) with due care and skill and to the best of the knowledge and expertise of

the Contractor and Key Personnel;

- (c) with all things reasonably incidental or necessary to give effect to the Services;
- (d) by the Key Personnel; or where agreed with the Company, another person, so long as that person is a competent and qualified employee, agent or subcontractor of the Contractor with the necessary qualifications required by the Company as a Professional Environmental Scientist/Engineer and/or support personnel of adequate levels of experience;
- (e) with a high standard of professional conduct;
- (f) in accordance with the reasonable directions given by any person nominated by the Company from time to time;
- (g) in a manner consistent with the best interests of the Company; and
- (h) in compliance with all applicable laws and regulations.

3.5 The Contractor must carry out its duties in a way that does not:

- (a) bring the Company or its services into disrepute or disfavour; or
- (b) cause dissatisfaction with customers/clients of the Company in relation to the services that the Company provides.

3.6 The Contractor must comply, and must ensure that the Key Personnel complies, with all requirements prescribed by any law or instrument applicable to the Contractor including but not limited to;

- (a) industrial relations legislation;
- (b) industrial awards and other industrial instruments;
- (c) workplace health and safety legislation; and
- (d) discrimination and harassment legislation.

3.7 The Contractor must not act or purport to act as an agent of or with authority to bind the Company to any agreement or otherwise hold itself as being authorised to deal as an agent of the Company except as authorised by this Contractor Agreement or by the Company in writing.

3.8 The Contractor must ensure that the Key Personnel maintains, at the Contractor's cost, key qualifications including Bachelor of Engineering or Bachelor of Science. Such maintenance may include professional development requirements. Failure to maintain the qualifications will result in termination of this Agreement pursuant to **clause 13**.

4 Method of Providing Services

4.1 The Company will provide the Contractor and the Key Personnel with the use of such equipment and other resources as it considers reasonably necessary for the performance of the Services. The Company will acquire and maintain this equipment at its expense. The Contractor and the Key Personnel must take reasonable care to prevent damage or loss to any equipment that the Company provides for use, or which is in the Contractor and Key Personnel's possession,

custody or control in providing the Services. The Contractor will supply (for the use of it and the Key Personnel) at least the following equipment:-

- Motor Vehicle
- Laptop Computer
- Mobile Telephone

- 4.2 The Contractor must ensure that the Key Personnel substantially performs the Contractor's obligations under this agreement.
- 4.3 The Contractor may only change the Key Personnel with the prior written approval of the Company. The Company may withhold this approval in its absolute discretion.
- 4.4 The Contractor may not subcontract to any person the performance of any of its obligations under this Agreement without the written approval of the Company, which must not be unreasonably withheld.
- 4.5 It is recognised that the Contractor (including the Key Personnel) may have other sources of Income and enter, or have entered, into other contractual arrangements but at all times the Contractor must not place itself in the position of a conflict of interest with the Company.
- 4.6 The Company may provide guidelines for its expectations and requirements for the Services to be provided by the Contractor and the Key Personnel.
- 4.7 The Key Personnel will be required to be suitably qualified as a Environmental Engineers/Scientists.
- 4.8 It is an essential requirement of the Agreement that the Key Personnel maintain a Motor Vehicle Licence so that matters associated with providing the Services can be provided by the Contractor through the Key Personnel. If the Key Personnel was to lose that Motor Vehicle Licence through disqualification by whatever means, then the Company may very well immediately terminate this Agreement in accordance with **Clause 13**.

5 Attaining results and Contractual Payments

- 5.1 The Company operates five (5) days per week, Monday to Friday between 7.00am and 5.30pm. You will need to be available generally inside those hours.
- 5.2 The Contractor will provide the Key Personnel for the hours necessary to achieve the outcomes required of the Services. The Contractor has agreed that it will provide the Key Personnel under current agreed arrangements, which may be varied between the Company and the Contractor by a substitution of information at **Schedule 4**, 30 hours per week to be worked on such days as are considered necessary by the Contractor with input from the Company through its Directors as may be required.
- 5.3 The Company must pay the contractual payments as agreed with the Contractor in accordance with **Schedule 2** and subject to the provisions of this **clause 5** and **Schedule 3** and any other matters raised by this Agreement or by the Company in writing.

- 5.4 To be entitled to a contractual payment referred to in this **clause 5** and **Schedule 3**, the Contractor must:
- (a) comply with this Contractor Agreement;
 - (b) issue the Company with an appropriate Tax Invoice.
- 5.5 The Company will make the Contractual Payment generally within fourteen (14) days of receipt of the appropriate Tax Invoice.
- 5.6 If GST is applicable in respect of the Contractual Payment, the Company will pay the Contractor an additional amount equal to the GST paid or payable by the Contractor upon receipt of a valid Tax Invoice stating the amount of GST paid or payable by the Contractor on that payment as calculated in accordance with the applicable GST law.
- 5.7 The Contractor must provide the Company with (two) 2 weeks' notice if the Key Personnel will be unable to provide the Services for any period of time, including any period of leave that the Key Personnel has accrued with the Contractor and wishes to take.
- 5.8 The Contractor will be liable for all taxes and charges on amounts payable under this Agreement.
- 5.9 The Company will not reimburse the Contractor for any expenses or costs of or associated with the Contractor providing the Services except as specified in **Schedule 2**.

6 Insurance

- 6.1 The Contractor must take out and maintain at its cost for the duration of this Agreement:
- (a) all necessary statutory workers compensation insurance for its workers (and otherwise comply with all statutory workers compensation requirements);
 - (b) if advised by the Company all necessary professional indemnity insurance. Note: Presently the Company has agreed, and arranged, for the Contractor (including Key Personnel) to be noted as covered by the Company's current policy;
 - (c) any other insurance policy reasonably required by the Company from time to time (which may include a Products and Public Liability Policy);
 - (d) necessary motor vehicle insurances to cover the motor vehicle that the Contractor provides for the carrying out the Services.
- 6.2 The Contractor must, on request by the Company, provide to the Company evidence of the insurance cover obtained by the Contractor in accordance with **clause 6.1**.
- 6.3 The Contractor must notify the Company immediately in writing of any cancellation or non-renewal of the insurance policies referred to in **clause 6.1**.

7 Confidential Information

7.1 The Contractor:

- (a) may use Confidential Information only for the purposes of this Agreement; and
- (b) must keep confidential all Confidential Information except:
 - (i) for disclosure permitted under **clause 7.2**; and
 - (ii) to the extent (if any) the Contractor is required by law to disclose any Confidential Information.

7.2 The Contractor may disclose Confidential Information to persons who:

- (a) have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know); and
- (b) before disclosure:
 - (i) in the case of the Contractor's officers and employees, have been directed by the Contractor to keep confidential all Confidential Information; and
 - (ii) in the case of other persons, have agreed in writing with the Contractor to comply with substantially the same obligations in respect of Confidential Information as those imposed on the Contractor under this Agreement,

(each a **Direction**).

7.3 The Contractor must:

- (a) ensure, so far as it is reasonably able to do so, that each person to whom it discloses Confidential Information under **clause 7.2** complies with its Direction; and
- (b) notify the Company of, and take all steps to prevent or stop, a suspected or actual breach of a Direction;
- (c) provide, and ensure that the Key Personnel provides, all assistance reasonably requested by the Company in relation to any proceedings the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information.

7.4 If the Contractor is required by law to disclose any Confidential Information to a third person (including, but not limited to, government) the Contractor must:

- (a) before doing so:
 - (i) notify the Company; and
 - (ii) give the Company a reasonable opportunity to take any steps that the Company considers necessary to protect the confidentiality of that information; and
- (b) notify the third person that the information is confidential information of the Company.

8 Intellectual Property

- 8.1 The Contractor assigns, and will ensure that the Key Personnel assigns, to the Company all future Intellectual Property Rights in any concept, idea or materials created by the Contractor or the Key Personnel, or any other employee, agent or subcontractor engaged by the Contractor, (whether alone or with a third party) in the course of, or in connection with, providing the Services during the life of this Agreement.
- 8.2 The Contractor must do, and will ensure the Key Personnel does, all things reasonably requested by the Company to enable the Company to secure the rights assigned under this **clause 8**.
- 8.3 If the Company is unable for any reason, after reasonable effort, to secure the signature of the Key Personnel or the necessary director(s) of the Contractor on any documents needed in connection with the actions specified in this **clause 8**, the Contractor hereby irrevocably appoints, and will ensure that the Key Person appoints, the Company and its duly authorised officers and agents as the Contractors or Key Personnel agent and attorney to act for and on behalf of the Contractor or Key Personnel, as applicable, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this **clause 8** with the same legal effect as if executed by the Contractor or Key Personnel, as applicable.

9 Relationship

- 9.1 The Contractor acknowledges that it provides the Services to the Company as an independent contractor.
- 9.2 Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent or partnership between the Company and/or any Related Body Corporate and the Contractor or any of the Contractor's employees, agents or subcontractors including the Key Personnel.
- 9.3 The Contractor will be solely responsible for all payments in relation to superannuation, payroll tax, group tax deduction and other taxes and levies and all other payments imposed on an employer in respect of employees under the laws of Australia arising out of this Contractor Agreement or the provision of the Services.
- 9.4 Neither the Contractor nor any employees, agents or subcontractors of the Contractor including the Key Personnel will be entitled to the payment by the Company of salary, annual leave, personal leave, compassionate leave, severance pay, long service leave, superannuation or any other entitlement which an employee has in respect of his or her employment.

10 Gratuities

- 10.1 The Contractor or Key Personnel cannot receive any third party payment or incentive in relation to the Services provided to the Company including, but not limited to gratuities, incentives, commissions or benefits of any type without the prior written consent of the Company.
- 10.2 All transactions, tenders and contracts must be granted on an arm's length basis with due process to be observed.
- 10.3 If the Company is reasonably satisfied that the Contractor or Key Personnel has

received a third party payment, gratuity, commission or other benefit, this Agreement may be terminated without prior notice.

11 Authority

The Contractor and Key Person will have such authority as is delegated to them from time to time by the Company, having regard to the Service to be provided by the Contractor pursuant to this Agreement.

12 Resolution of Disputes

- 12.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this agreement (**Dispute**) unless it has complied with this clause.
- 12.2 A party claiming that a Dispute has arisen must notify the other party giving details of the Dispute.
- 12.3 During the 20 day period after the notice is given (or any longer period agreed in writing by the parties) each party must use its best efforts to resolve the Dispute.
- 12.4 If the parties are unable to resolve the Dispute within the 20 day period, each party agrees that the Dispute must be referred for mediation, at the request of either party, to:
- (a) a mediator agreed on by the parties; or
 - (b) a mediator nominated by the then President of the Queensland Law Society or the Presidents nominee.
- 12.5 Any information or documents disclosed by a party under this clause:
- (a) must be kept confidential; and
 - (b) may not be used except to attempt to resolve the Dispute.
- 12.6 Each party must bear its own costs of complying with this clause and the parties must bear equally the costs of any mediator engaged.

13 Termination of Agreement

- 13.1 The Company may terminate this Agreement at any time with immediate effect and without notice including:
- (a) If the Contractor breaches **clause 3, 4, 5, 6, 7, 8, 9, 10 or 11** of this Agreement;
 - (b) If the Contractor materially breaches any other clause of this Agreement and such breach is not remedied within 14 days of the Contractor being notified in writing of the breach;
 - (c) If the Contractor repudiates the Agreement;
 - (d) If the Contractor becomes insolvent and/or is placed into liquidation;
 - (e) If the Key Personnel is under the influence of alcohol, or under the influence or in possession of illegal or non-prescription drugs while

providing the Services;

- (f) If the Company becomes aware that the Contractor has a conflict of interest of which it has not informed the Company of in accordance with **clause 18**;
- (g) If the Key Person materially breaches any provision of the Key Person Deed or repudiates the Key Person Deed;
- (h) If the Key Personnel is for any reason unable to be substantially involved in providing the Services or engages in serious misconduct;
- (i) For any other reason the Company considers appropriate and/or necessary.

13.2 This Agreement may be terminated by the Contractor at any time by giving the Company one (1) weeks written notice.

14 On and after Termination

14.1 On and after termination of this Agreement:

- (a) the Contractor must stop providing the Services;
- (b) subject to **clause 14.1(f)**, the Company must pay the Contractor any amount due and payable under this Contractor Agreement;
- (c) the Contractor must return, and ensure that the Key Personnel returns, all property, including Confidential Information, records, files, notebooks, correspondence and papers or documents (in machine readable form or otherwise), keys, or other property of the Company in the possession of the Contractor or any employee, agent or subcontractor of the Contractor (including the Key Personnel) which belongs to the Company or any Related Body Corporate of the Company or to Contour Consulting Engineers Pty Ltd or which relates to the business of the Company or any Related Body Corporate of the Company and Contour Consulting Engineers Pty Ltd;
- (d) the Contractor or Key Personnel must not record any Confidential Information in any form;
- (e) the operation of **clauses 6, 7, 8, and 14** continues; and
- (f) the Company may offset any amounts the Contractor or Key Personnel owes the Company against any amounts the Company owes the Contractor from time to time.

15 Warranties

15.1 The Contractor warrants that:

- (a) the Services will be provided in accordance with this Agreement;
- (b) the Contractor has taken out Insurance in accordance with this Agreement;
- (c) the Contractor is authorised to enter into this Agreement; and

- (d) in providing the Services, the Contractor will not be in breach of any obligation owed to, or any right belonging to, any person.

16 Indemnity

16.1 Unless specified otherwise in **clause 6.1(b)**, the Contractor hereby indemnifies the Company against all claims, demands, liabilities, suits, costs and expense whatsoever and however arising out of the performance of the Agreement and all claims whether for Workers Compensation or otherwise that the Company or any Related Body Corporate may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of this Agreement by the Contractor;
- (b) the Contractors performance of or failure to perform its obligations under this Agreement;
- (c) breach by the Contractor of any representation, warranty or agreement contained in or in connection with this Agreement, whether express or implied;
- (d) any act or omission of the Contractor or any of the Contractors employees, agents or subcontractors including the Key Personnel and in particular any breach of any provision of the Key Person Deed by the Key Personnel (other than an act done or omitted at the Company's direction);
- (e) the Company or any Related Body Corporate being found to be liable for any payment to any of the Contractors employees, agents or subcontractors in respect of remuneration or to any person for any tax, levy or charge in respect of such employee, agent or subcontractor, including the Key Person;
- (f) any claim, entitlement or demand against the Company or any Related Body Corporate of the Company by any of the Contractors employees, agents or subcontractors, including the Key Personnel;
- (g) any claim or demand against the Company or any Related Body Corporate of the Company in relation to any insurance of the kind referred to in **clause 6**; or
- (h) the Contractors employment or engagement of the Key Person or the termination of that employment or engagement.

17 Option of Renewal

- 17.1 Subject to **clause 2.2**, the Company may extend the Agreement for a further term of twelve (12) months commencing immediately on or after the Termination Date. Unless either party notifies the other, the parties agree that this agreement is to be automatically extended for a further twelve (12) months at each anniversary.
- 17.2 The Company must give notice to the Contractor not less than one (1) weeks' notice before the Termination Date as to whether or not the Company intends to extend the Agreement in accordance with **clause 17.1**.
- 17.3 The Contractual Payments arrangements for the period of the renewal will be in accordance with **Schedule 2** or in accordance with an Amended Schedule 2 (at the Company's option).

18 Conflict of Interest

- 18.1 The Contractor will not allow a situation to arise which places the Contractor or the Key Personnel in a situation of conflict of interest or duty or potential conflict of interest or duty.
- 18.2 If a situation arises whereby the Contractor or Key Personnel believes they have, or have the potential to have, a conflict of interest or duty, the Contractor will immediately advise a Director of the situation and will take all reasonable steps to avoid the conflict or potential conflict, and will follow reasonable directions of a Director in that regard.
- 18.3 It is acknowledged by all that a conflict of interest exists between a Director of the Company (Brett Thomson) and a Director of the Contractor [REDACTED] by way of personal marriage relationship and cross ownership by Brett Thomson of the Contractor's company. Hence, Brett Thomson shall remove himself from commercial decisions relating to this agreement.
- 18.4 It is declared by Director of the Company (Brett Thomson) that he has an interest (50% shareholding) in the Contractor's Company. Brett, therefore, shall remove himself from commercial decisions relating to this agreement. Only Directors of the Company that do not have an interest in the Contractor shall negotiate or execute commercial agreements with the Contractor. All dealings are to be in good faith, and on an "arms-length" basis, based on industry standard practices and commercial rates.

19 Advice

The Contractor acknowledges that:

- (a) the Contractor has obtained independent financial, taxation and legal advice concerning the terms of this Agreement; or
- (b) having had a reasonable opportunity to take that advice, the Contractor has declined to do so.

20 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from the Agreement and the remaining provisions of the Agreement continue in force.

21 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of or exercise that or any other right under this Agreement.

22 Notice

- 22.1 A party giving notice under this Agreement must do so in writing.
- 22.2 A notice given in accordance with **clause 22.1** is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, three days after the date of posting;
- (c) if sent by email, when the email is stated to be transferred as recorded in the mail envelope properties.

23 Governing Law

This Agreement is governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of that State.

24 Entire Agreement

This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.

25 Alteration

This Agreement may only be altered or varied in writing signed by the parties.

26 This Agreement is Confidential

The terms of this Agreement are confidential and may not, without the written approval of the other party, be disclosed by the Contractor to any other person other than for the purpose of obtaining professional legal or accounting advice or as required by law.

27 Privacy

The Company will now hold personal information the Contractor has provided on its human resources database and files. The Company will use the personal information the Contractor has provided for the purpose of contract administration. The Contractor acknowledges that, the Company may disclose the personal information to its Related Bodies Corporate or Contour Consulting Engineers Pty Ltd for the purpose of contractor administration.

Schedule 1 - Services

- **Environmental Engineering / Science Services / Personnel**
provided by Duke Environmental @ hourly rates as per Schedule 2 attached including mileage and disbursements. From time to time, the Company may request lump-sum fees for identifiable packages of services to be undertaken by the Contractor's personnel.

Schedule 2 – Fees

Refer attached Fee Schedule:

"Duke Environmental Standard Rates effective 01 July 2009 Excluding GST".

The Fee Schedule is to be updated annually by the Contractor in accordance with the attached fee schedule from 01 July each year. Fee updates are to be notified to the Company and the Company is to notify of acceptance.

From time to time the Contractor may be required to provide lump-sum fees for discrete packages of services to the Company.

Schedule 3 – Contractual Payments

- 1 The Company and the Contractor have negotiated and agreed that for the provision of these Services the Company will render an Invoice on the basis of hourly rates basis (or as negotiated lump-sum fees, if required by the Company) for the provision of the Services on an as-required basis. It has been agreed between the Company and the Contractor that an Invoice will only be rendered for "*productive*" hours. *Productive* hours are those hours directly relevant to the Services provided by the Contractor to the Company. At any time the Company can make enquiry and consider whether the hours have been provided on the "*productive*" basis. If there are any concerns about the "*productive*" hours then the Company and the Contractor will immediately enter into discussions and reach agreement as to those *productive* hours invoiced and to set parameters for future *productive* and invoiced hours.

Schedule 4 – Key Person Deed

Deed dated

28th May

2011

Name

Duke Environmental

Short form names:

1. [REDACTED]

2. **STEPHEN HAYES**

Suite 2, Level 1, 6 Innovation Parkway, Birtinya Qld
4575

Name

CONTOUR CONSULTING ENGINEERS PTY LTD

Short form name

COMPANY

ACN

117 061 659

ABN

62 117 061 659

Notice details

Suite 2, Level 1, 6 Innovation Parkway, Birtinya Qld
4575

Attention

Christopher Fulcher, Director

Background

- A. The Company has entered into the Contractor Agreement with the Contractor (**Contractor Agreement**).
- B. The Contractor is engaged to provide the Services using the Key Personnel. The Contractor has employed or otherwise engaged the Key Personnel to assist it in the provision of those Services to the Company. The Contractor may also utilise support personnel as required and confirmed by the Company.
- C. The Key Personnel has the expertise to provide the Services.
- D. The Key Personnel has agreed to enter into this Deed.
- E. The beneficiaries under this Deed are the Company and any of its Related Body Corporate.

KEY PERSONS DEED AGREEMENT

1. Definitions

In this Deed, where a meaning is ascribed to a term in the Contractor Agreement, it has that meaning in this Deed.

2. Method of Providing the Services

2.1 The Key Personnel will report to a Director of the Company, or such other person specified by the Company from time to time.

2.2 The Key Person will provide the Services:

- (a) in accordance with this Contractor Agreement;
- (b) with due skill and care and to the best of their knowledge and experience;
- (c) with all things reasonably incidental or necessary to give effect to the Services;
- (d) in accordance with the reasonable directions given by the Company from time to time;
- (e) in a manner consistent with the Company's interests; and
- (f) in compliance with all applicable laws and regulations.

3. Intellectual Property Rights and Moral Rights

The Key Person:

- (a) assigns to the Company all existing and future Intellectual Property Rights in any material or thing created by the Key Person, whether alone or with a third party in the course of providing the Services;
- (b) agrees to do all things reasonably required by the Company to enable the Company to assure further the rights assigned under this Deed;

4. Confidentiality

4.1 From the date of execution of this Deed, the Key Person must:

- (a) keep Confidential Information confidential, except where disclosure is permitted under **clause 4.2(b)**; and
- (b) take whatever measures are reasonably necessary to preserve such confidentiality, including but not limited to;
 - (i) complying with all security measures established to safeguard Confidential Information from access or unauthorised use;
 - (ii) keeping Confidential Information under their control;

- (iii) not removing Confidential Information from the Company's premises without prior approval by the Company; and
- (iv) immediately notifying the Company if the Key Person suspects or is aware that Confidential Information has been used, copied or disclosed without authorisation.

4.2 The Key Person may:

- (a) use Confidential Information solely for the purpose of providing the Services; and
- (b) disclose Confidential Information to a director, advisor, or authorised employee or subcontractor of the Company who have a need to know (and only to the extent that each has a need to know).

4.3 These obligations of confidentiality do not extend to information that:

- (a) is or becomes part of the public domain otherwise than by a breach of confidentiality (by the Contractor or the Key Person, or of which the Contractor or the Key Person is aware); or
- (b) the Key Person is required by law to disclose.

4.4 After the Contractor Agreement ends:

- (a) the obligations of confidentiality set out in this Deed continue to apply; and
- (b) the Key Person must not record any Confidential Information in any form (including, but not limited to, machine readable form), nor sell or otherwise transfer any Confidential Information.

5. Privacy

- 5.1 The Company may need to collect personal information from the Key Person and about the Key Person which may include but is not limited to: personal and emergency contact details, payment and banking details, information relating to the Key Persons performance and conduct and any other information the Key Person provides to the Company.
- 5.2 The purpose of collecting the Key Persons personal information is to administer and facilitate the provision of the Services and to enable the Company to promote the Services.
- 5.3 The Company may disclose the Key Persons personal information to its Related Body Corporate, insurers, banks and other similar organisations.
- 5.4 It is the Company's policy to retain certain personal information following performance of the Services for any residual activities, such as processing of payments.
- 5.5 The Key Person may request access to, and correction of, their personal information.

6. Indemnity

Unless stated otherwise in clause 16.1 (b) of the Independent Contractor Agreement, the Key Person indemnifies and holds harmless the Company against all liabilities, claims, expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Company) that the Company may sustain or incur as a result, whether directly or indirectly, of any breach by the Key Person of any representation, warranty, agreement or undertaking in or in connection with this Deed, whether express or implied.

7. Warranties

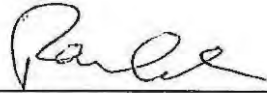
The Key Person warrants that in granting the rights to the Company under this Deed:

- (a) the Key Person is not in breach of any obligation owed to any person or any right belonging to any person; and
- (b) the Key Person has full power to enter into this Deed and that the terms of the Deed do not in any way conflict with any existing commitment by the Key Person.

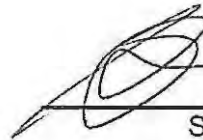
8. General

- 8.1 The Key Person must do all things reasonably requested by the Company (including executing another deed) to enable the Company to assure further the rights assigned under this Deed.
- 8.2 The Key Person must not act or purport to act as agent of or with authority to bind the Company to any agreement or otherwise hold themselves as being authorised to deal as an agent of the Company except as authorised by the Contractor Agreement or the Company.
- 8.3 The terms of this Deed continue to operate despite the termination, for any reason, of the Contractor Agreement or the cessation, for any reason, of the Key Persons employment or engagement by the Contractor.
- 8.4 This Deed may only be varied in writing signed by the Key Person and the Company.
- 8.5 Nothing in this Deed constitutes a relationship of employer and employee, principal and agent or partnership between the Company and the Key Person.
- 8.6 This Deed:
 - (a) constitutes the entire agreement between the parties as to its subject matter; and
 - (b) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.
- 8.7 This Deed is governed by the laws of Queensland and the parties submit to the jurisdiction of the Courts of that State.

Signed by

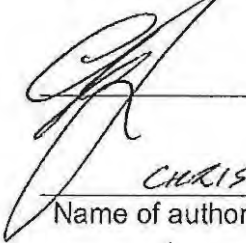






Stephen Hayes

Signed for CONTOUR CONSULTING ENGINEERS
PTY LTD by an authorised officer



CHRIS FULCHER

Name of authorised officer (print)

DIRECTOR.

Office held

Signing page

EXECUTED as an Agreement

Signed for Duke Environmental
by an authorised officer



Name of authorised officer (print)

Director
Office held

Signed for CONTOUR CONSULTING
ENGINEERS PTY LTD by an authorised officer



CHRIS FULCHER
Name of authorised officer (print)

DIRECTOR
Office held



Duke Environmental Standard Rates effective 1 July 2009 Excluding GST		
Classification	\$/hour Ex GST	Guide to Level of Expertise & Experience
Director	\$215.00	Registered/Certified Scientist or Engineer with 15 plus years of experience. Specialist skills across a broad range of environmental issues
Senior Environmental Scientist	\$180.00	Holds degree in Science. More than 10 years equivalent experience. Well developed technical and commercial skills. Will manage small to large projects.
Senior Environmental Engineer	\$180.00	Holds degree in Engineering. More than 10 years equivalent experience. Well developed technical and commercial skills. Will manage small to large projects.
Environmental Scientist	\$150.00	Holds degree in Science. More than 2-3 years Science experience or equivalent. Well developed technical and commercial skills. Will be involved in small to large projects, under supervision of more senior staff.
Environmental Engineer	\$150.00	Holds degree in Engineering. More than 2-3 years Engineering experience or equivalent. Well developed technical and commercial skills. Will be involved in small to large projects, under supervision of more senior staff.
Graduate	\$110.00	Holds recent degree in engineering/science. Will be involved in small to large projects, under supervision of more senior staff.
Technical Assistant	\$110.00	Required to assist in day-to-day tasks including field work under supervision of more senior staff.
Drafter	\$92.00	Relevant Design Drafting experience or equivalent. Required to produce drawings and site plans for projects under the direction of Scientists and Engineers.
Senior Administration	\$92.00	Administrative work including superior knowledge of software packages, personal assistance work, high speed and accurate data entry. Appropriate skills, including books and records management and accounts processing particular to the administration including filing, appropriate software and data processing skills necessary to record banking and accounting information.
Administration	\$82.00	Undertakes administration work under supervision of more senior staff.

Note also:

Mileage: \$1.10/km

Disbursements: Cost + 20%

The Duke Environmental Standard Rates are subject to review and adjustment at 1 July each year to reflect changes in the cost base of the firm and changes in market conditions and rates for comparable firms. Subject to market conditions, the Duke Environmental Standard Rates will be adjusted upward at 1 July each year to reflect the change in the Output of the General Construction Industry Index. The increase will generally not be less than the increase in the Output of the General Construction Industry Index, and not greater than 15%.

"BAT-15"



CONTOUR
CONSULTING ENGINEERS

ASSET PLAN

BUDGET ESTIMATE REPORT



For

RACING QUEENSLAND LIMITED
(Rev A - Nov 2010)

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APPENDIX A – Document Transmittal Registers

APPENDIX B – Preliminary Budget Estimates

APPENDIX C – Preliminary Concept Drawings

1. INTRODUCTION

1.1. General

The project estimates for the Racing Queensland Asset Plan project proposals have been generally compiled by adopting actual construction contract rates for recent construction works of similar scope and type (where available or relevant). These cost estimates have been supplemented by using Rawlinson's Australian Construction Handbook (where required).

Each individual project was assessed in detail against the site specific construction elements as detailed on the concept drawings, and issues identified during site visits and from information provided by Racing Queensland Ltd.

1.2. Track Hierarchy

The project proposals have been categorised into a track Hierarchy based on the venues location and use. The hierarchy template categorises the tracks of all codes as either, Metropolitan, Major Provincial, or Minor Provincial. These categories have been listed on the Preliminary Budgets, and have been applied across the three racing codes (Thoroughbreds, Harness & Greyhound Racing). These annotations are used in the method of generation of the costing items within the budget estimates. The table below lists each track and the hierarchal category.

Table 1 : Track Hierarchy

Location	Racecourse Name	Hierarchy
Beaudesert	Beaudesert Racecourse	Minor Provincial
Bundall	Gold Coast Racecourse	Metropolitan
Cairns	Cannon Park Racecourse	Minor Provincial
Caloundra	Corbould Park Racecourse	Metropolitan
Deagon	Deagon Racecourse	Metropolitan
Ipswich	Bundamba Racecourse	Major Provincial
Mackay	Ooralea Racecourse	Major Provincial
Rockhampton	Callaghan Park Racecourse	Major Provincial
Toowoomba	Clifford Park Racecourse	Major Provincial
Townsville	Cluden Park Racecourse	Minor Provincial

1.3. Budget Rates

Typical construction cost rates adopted for individual items are listed in the table below.

Table 2 : Indicative Rate - Thoroughbred		
Construction Element	Rate	Unit
Bulk Earthworks (Cut to Fill on site)	\$11.00	cu.m
Asphalt (30mm)	\$22.00	sq.m
Gravel – Top Course	\$90.00	cu.m
Kerb & Channel	\$38.00	m
Subsoils	\$24.00	m
Turf – A Grade	\$8.00	sq.m
Turf – B Grade	\$5.50	sq.m
Growing Medium	\$90.00	cu.m
Sand Track – Select Material	\$100.00	cu.m
Drainage Aggregate (20mm)	\$80.00	cu.m

Table 3 : Indicative Rates – Harness		
Construction Element	Rate	Unit
Bulk Earthworks (Cut to Fill on site)	\$11.00	cu.m
Gravel – Base Course	\$75.00	cu.m
Subsoils	\$24.00	m
Running Surface – Select Material	\$131.00	cu.m
Drainage Aggregate (5mm)	\$90.50	cu.m

Table 4 : of Indicative Rate – Greyhounds		
Construction Element	Rate	Unit
Bulk Earthworks (Cut to Fill on site)	\$11.00	cu.m
Gravel – Base Course	\$75.00	cu.m
Subsoils	\$24.00	m
Running Surface – Select Material	\$107.42	cu.m
Drainage Aggregate (7mm)	\$90.50	cu.m

Building costs were provided on a per sq.m provision for general building types and uses where applicable. Building cost allowances are inclusive of services such as water, sewer, mechanical, hydraulics, electrical, communication, civil roadworks for car parking and landscaping etc.

Cost estimates for other specialist items were based on market research.

2. BUDGET AMENDMENTS OVERVIEW

2.1. Budget Amendments

In response to scope reviews the following budget changes have been made globally to all Asset Plan Budget Estimates.

An overview of the amendments is as follows:

- Allowance for regional location influences on costs. i.e. 'Locality Factor'
- Splitting of construction costs into Civil and Building Elements
- Splitting of Building elements into Major and Minor importance/complexity
- Major/Minor Building Architectural consultancy fee allowance.
- Allowance for scope creep.
- Increase Town Planning consultancy fee allowance.
- Increase Environmental consultancy fee allowance.
- Allowance for upgrade of external services for Water Supply and Sewerage
- Allowance for upgrade of external services for Electrical Network Infrastructure.
- Allowance for Landscaping Enhancements
- Adjust terminology of item representing Electrical, Mechanical & Building Hydraulics
- Allowance for Fuel & Chemical Storage
- Allowance for Track Supervisors Hut (Most Tracks)

The above amendments have been applied to the following versions of the budgets (refer also Appendix A).

Table 5 : Budget Revisions		
Location	Racecourse Name	Budget Revision
Beaudesert	Beaudesert Racecourse	E
Bundall	Gold Coast Racecourse	D
Cairns	Cannon Park Racecourse	C
Caloundra	Corbould Park Racecourse	C
Deagon	Deagon Racecourse	E
Ipswich	Bundamba Racecourse	C
Mackay	Ooralea Racecourse	D
Rockhampton	Callaghan Park Racecourse	C
Toowoomba	Clifford Park Racecourse	B
Townsville	Cluden Park Racecourse	C

Refer to Appendix B for Budget Summary sheets.

Refer to Appendix C for copies of the concept drawings on which the budgets have been based.

3.0 Global Budget Amendments - Details

The following provides a summary of the alterations generally made to most projects. (Refer Appendix B for Budget summary Sheets).

3.1. Regional Indices – Locality Factor

It is considered that the geographical location and regional economic influences of some project locations will impact on cost of supply of materials, as well as the availability of both materials and labour. The regional indices weighting published by Rawlinson's has been adopted as the basis for the inclusion of an allowance over and above the "standard" costs.

Table 6: Locality Indices		
Location	Racecourse Name	Locality Factor
Beaudesert	Beaudesert Racecourse	1.01
Bundall	Gold Coast Racecourse	1.00
Cairns	Cannon Park Racecourse	1.09
Caloundra	Corbould Park Racecourse	1.00
Deagon	Deagon Racecourse	1.00
Ipswich	Bundamba Racecourse	1.00
Mackay	Ooralea Racecourse	1.05
Rockhampton	Callaghan Park Racecourse	1.03
Toowoomba	Clifford Park Racecourse	1.00
Townsville	Cluden Park Racecourse	1.05

It is to be noted that the adopted locality factors are broad indices only, and each construction element may be affected to a greater or lesser extent on an item to item basis.

3.2. Civil & Building Elements

The splitting of the construction costs into Civil & Building elements has been provided so as to better reflect the nature of the works and contract separation. It also allows a greater ability to fine tune individual budget elements.

Further to the above, the table below lists the rates applied generally for consultancy services relating to civil and building construction elements:

Table 7 : Consultancy Allowances	
Consultancy Element	Consultancy Allowances
Project Management - Civil & Building	3.70%
Engineering – Civil	7.00%
Engineering – Building	2.00%
Electrical & Mechanical – Building	2.00%
Landscaping – Civil	1.00%
Contributions – Local Authority	5.00%

3.3. Building Architectural Fee Allowances - Major & Minor Building Components

The differing nature of Architectural services required has been detailed to reflect the works as either major or minor building works.

Major Architectural consultancy fees have been adopted as 4% of the estimated building construction cost, to represent the more complex and detailed nature of the buildings and documentation required. Note that a 'floor' value of \$50,000 has been generally applied; and

Minor Architectural consultancy fees have been adopted as 1.5% of the estimated building construction cost, to represent works which have had major detailing already undertaken, or are relatively minor in their complexity. Note that a 'floor' value of \$20,000 has been generally applied.

3.4. Scope Creep

An allowance of 3% has been incorporated for **minor** variances during the design and construction phases. It is noted that this allowance will not cover major variations to the project form or function.

3.5. Town Planning Consultancy

The minimum budget allowance for town planning works has been generally raised to \$50,000.

3.6. Environmental Consultancy

The minimum budget allowance for environmental consultancy has been raised to \$50,000.

3.7. Upgrade Existing Services - Water & Sewer

Due to the age and locality of many of the racecourses, it is considered prudent to include an allowance for the upgrade and/or maintenance of existing infrastructure. Our experience is that such infrastructure may be inadequate or require upgrading to meet the current Council/State/Building requirements etc. Such infrastructure may include the provision of fire services, either connection to town water reticulation, or feeding from onsite Dams, as well as the refit or upgrade of existing onsite sewer or septic systems. A general allowance of \$190,500 has been made, however we note that should new higher capacity systems be required on a particular site, this item should be reviewed and adjusted as the design progresses beyond the concept phase.

3.8. Upgrade Existing Services - Electrical

Due to the age and locality of many of the racecourses, it is considered prudent to include an allowance for the upgrade of existing electrical infrastructure. Our experience is that such infrastructure may be inadequate to accommodate the additional load generated by upgrading the facility, and will most probably be inadequate where track lighting systems are proposed.

We have included an allowance of either \$100,000 for facility upgrades only, or \$400,000 where track lighting is proposed. These figures have been included to provide a nominal amount for the installation of additional high voltage feeds and transformers to the site. They do not provide for internal site electrical works. We note that these costs will be dependent upon the site, and the extent to which the local Energy Authority may consider the works to be 'non-contestable'.

3.9. Landscaping Enhancements

Due to the nature of the racing industry and the focus on presentation and media, an allowance for landscaping enhancements, separate from the project landscaping works has been allowed. This item is to generally cover the requirements for amenity features, which may include such elements as display or feature gardens, signage, display lighting etc. This allowance has generally been tempered by the track hierarchy.

3.10. Adjustment to Terminology

An item within Ancillary Expenses has minor rewording to be listed as follows: "Electrical/Mechanical/ Hydraulics Consultant (prelim, design, const)" to better define the areas of expertise which will be required.

3.11. Fuel & Chemical Storage

This item has been included following scoping meetings held with RQL Staff. A nominal allowance has been made for simple slab area and bunding. It should be noted that this allowance will most likely be incorporated into other areas of work, and governed by environmental requirements for each site. Therefore, no allowance has been made for construction of drainage, sewerage, power etc inside this allowance.

3.12. Track Supervisors Hut

This item has been included following scoping meetings held with RQL Staff. A nominal allowance has been made for a simple structure with slab, power, communications and data supply.

4.0 Location Specific Budget Alterations

The following Items have been included on the listed projects only:

4.1. Beaudesert - Beaudesert Racecourse

- New allowance for the provision of Communication hub & Fibre Optic Network Connection. \$121,200.

4.2. Bundall - Gold Coast Racecourse

Provide additional options for the inclusion of a fibre matrix within the Growing Medium.

- Option 2 - Provision for the track proper to include partial depth fibre mesh reinforcement (\$25/sq.m) which represents a cost of approximately \$1,800,000 (26m track).
- Consolidate two access tunnels into one.

4.3. Caloundra - Corbould Park Racecourse

- Provision for the track proper to include partial depth fibre mesh reinforcement (\$25/sq.m) which represents a cost of approximately \$1,905,000.
- New Item to include expansion of the waste water treatment and irrigation system \$300,000.
- New Item to include expansion of the rainwater collection system \$75,000.

4.4. Deagon - Deagon Racecourse

- Town planning allowance increased to \$100,000 to reflect scope of works,
- Environmental allowance increased to \$75,000 to reflect the scope of works
- Council Application allowance increased to \$100,000.

4.5. Townsville - Cluden Park Racecourse

- The item for \$1.1M Track Machinery etc has been moved to Ancillary Items.

5.0 CLOSURE

The adjustments detailed above have been made following various project meetings and phone conversations regarding the proposed project. Please review the Budget Estimates (attached in Appendix A) and provide any comment.

Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD

For and behalf of:

CONTOUR CONSULTING ENGINEERS PTY LTD





Document Transmittal Registers

CONTOUR
CONSULTING ENGINEERS

WE ENCLOSE COPIES OF PRELIMINARY ESTIMATES LISTED UNDER

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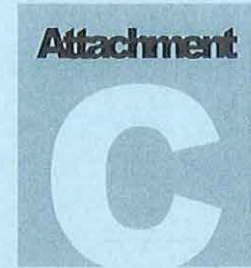
The logo for BAT-15 is a stylized, three-dimensional sphere with a yellow and black striped pattern. The sphere is tilted, and a bright light source creates a strong highlight on its upper right side. The text "BAT-15" is written in a bold, black, sans-serif font across the top of the sphere.

CONTOUR
CONSULTING ENGINEERS

WE ENCLOSE COPIES OF PRELIMINARY ESTIMATES LISTED UNDER

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Preliminary Budget Estimates



Preliminary Concept Plans

PRELIMINARY PROJECT BUDGET

BEAUDESERT RACECOURSE, BEAUDESERT MINOR PROVINCIAL AT BEAUDESERT-BOONAH RD, BEAUDESERT FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0377

CONSTRUCTION WORKS		BUDGET
Plan Ref: CCE Prelim Dwgs 0377-P22 Rev G, 0377-P26 Rev B & 0377-P27 Rev C Regional Indices		1.01
1	18m wide Turf (Course Proper) - Minor Provincial Standard (including allowance for black soils)	\$ 3,221,900
2	Remove Existing Sand Track and Place in Proposed Car park	\$ 252,500
3	New 12m wide Sand Track (including allowance for black soils)	\$ 1,504,900
4	New Running Rail to Course Proper	\$ 151,500
5	Relocated Running Rail (ex' sand track to proposed sand track)	\$ 101,000
6	Improve Major Flood Drainage	\$ 303,000
7	Modify Irrigation to new grass track proper (pumps extra)	\$ 151,500
8	Horse Float, Car parking Bays and Bus/Taxi/Limo Set Down Area	\$ 501,970
9	Entry Road Inc Intersection works to Beaudesert-Boonah Rd	\$ 905,970
10	Internal Overflow Car park (grass - 400 Spaces)	\$ 292,900
11	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$ 126,250
12	Communications/Electrical/Timing/Fibre Optics Installation	\$ 151,500
13	Relocation and Reinstatement of existing Electrical Conduits Allowance	\$ 50,500
14	Removal of Buildings Allowance	\$ 151,500
15	Crusher Dust Access Track	included (item 20)
16	Other Ancillary Works (replacement footpaths, minor drainage etc)	\$ 101,000
17	Relocate Stewards/Camera towers (5 no.)	\$ 101,000
18	Upgrade to Training Lights	\$ 50,500
19	Stables (120no.) - Buildings	\$ 1,989,700
20	Stables - Entry Road (including crusher dust access track)	\$ 673,670
21	Stables - Crusher Dust Hardstand for Utilities Allowance	\$ 101,000
22	Stables - Additional infrastructure (see note below)	\$ 2,430,060
23	Stables - External Electrical	\$ 202,000
24	Stables - Storage & Amenities Facility	\$ 252,500
25	Fencing and Landscaping	\$ 202,000
26	Landscaping Enhancements	\$ 50,500
27	Demolition, Transport and Reconstruction of Demountables (2 no.)	\$ 202,000
28	Tie-up Stall Shed Demolition, Transport, Reconstruction and Fit-out	\$ 606,000
29	New Jockey and Steward Facilities	\$ 404,000
30	New Swab Stall	\$ 202,000
31	New Sand Rolls	\$ 121,200
32	New Winning Post to Sand Track	\$ 50,500
32	New Track Supervisors Hut	\$ 30,300
32	Caretakers Residence Relocation	\$ 176,750
33	Existing Grandstand Refurbishment Allowance	\$ 252,500
34	Upgrade Services - Water Supply & Sewerage	\$ 192,405
35	Upgrade Services - Electrical and Communications	\$ 101,000
35	Upgrade Services - Communications Hub & Fibre Optic network Connection	\$ 121,200
36	Upgrade Public Facilities Allowance	\$ 2,727,000
37	Fuel & Chemical Storage	\$ 75,750
38	Scope Creep (3% of total works)	\$ 578,503
39	QLeave	\$ 104,275
SUB TOTAL (Construction)		\$ 19,966,203

PRELIMINARY PROJECT BUDGET

BEAUDESERT RACECOURSE, BEAUDESERT MINOR PROVINCIAL AT BEAUDESERT-BOONAH RD, BEAUDESERT FOR RACING QUEENSLAND LTD

ANCILLARY EXPENSES

40	Asset Plan	\$	42,000
41	Legal Fees	\$	50,000
42	Town Planning	\$	50,000
43	Geotechnical	\$	30,000
44	Architecturals - Major (Preliminaries, design, construction)	\$	139,608
45	Architecturals - Minor (Preliminaries, design, construction)	\$	52,899
45	Civil Engineering (Preliminaries, design, construction)	\$	867,276
46	Structural Engineering (Preliminaries, design, construction)	\$	151,531
47	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	399,324
48	Project Management	\$	738,750
49	Landscaping Consultant (preliminaries, design, construction)	\$	199,662
50	Environmental	\$	50,000
51	Council application fees	\$	50,000
52	Council Infrastructure Contributions allowance	\$	998,310
53	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
54	Electrical (Power Delivery)	\$	50,000
55	Consultancy Fees on Scope Creep	\$	86,775
SUB TOTAL (Ancillary)			\$ 4,006,136

56	SUB TOTAL	\$	23,972,339
57	Contingency (5%)	\$	1,198,617

TOTAL PROJECT BUDGET (ex. GST)

\$ 25,170,956

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...No allowance for rise and fall of costs

Council Fees and Charges are approximate only and subject to confirmation by Council, and other relevant Authorities at the time of development approval.

We have assumed the existing sand track running rail is of acceptable condition to reuse on the proposed sand track.

We have assumed the running rail on the existing Course Proper will be removed and replaced with new c-section running rail.

All running rail to be erected by Beaudesert Turf Club

Existing sand surface to be reused for new sand track, with comparable material to be sourced for the remaining quantity.

Stables building works budget cost generally in accordance with estimate provided by Integral Constructions Pty Ltd.

Item 22 allows for additional stable infrastructure of: -

- ...Local authority water, sewer, power and communications connection fees
- ...Civil and infrastructure works - building platforms and services mains (electrical, water, stormwater, sewer)
- ...Relocation of services (if required)
- ...Under slab drainage (stormwater and sewer) assume hose out to surrounding areas
- ...Fire hydrant coverage
- ...Rainwater storage tanks, pumps and the like
- ...Feed bins, water buckets and rubber linings
- ...Paint finish to internal concrete walls
- ...Surrounding landscaping, Irrigation, fencing etc
- ...Horse activity constructed items (sand rolls, walkers, hose down bays and feed rooms)

Public Facilities Upgrades totalling approximately \$3,400,000 (Construction + Ancillary) would allow for approximately 1250sq.m GFA civic building/sporting clubhouse generally in accordance with Rawlinsons Australian Construction Handbook, Ed 28

PRELIMINARY PROJECT BUDGET

**BEAUDESERT RACECOURSE, BEAUDESERT
MINOR PROVINCIAL
AT BEAUDESERT-BOONAH RD, BEAUDESERT
FOR RACING QUEENSLAND LTD**

Prices based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable.

PRELIMINARY PROJECT BUDGET

GOLD COAST RACECOURSE, BUNDALL METROPOLITON - Option 2 Fibre Mesh at RACECOURSE DR, BUNDALL FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0426

CONSTRUCTION WORKS		<u>BUDGET</u>
Plan Ref: CCE Preliminary Drawing 0426-L01b	Regional Index	1.00
1	Turf Course Proper - Metro Standard	\$ 9,100,000
2	Synthetic Track - Civil Works	\$ 2,530,000
3	Synthetic Surface Material	\$ 5,700,000
4	New Winning Post to Synthetic Track	\$ 50,000
5	Turf No. 2 - Minor Provincial Standard	\$ 1,800,000
6	Sand Training Track	\$ 1,100,000
7	Ambulance Track	\$ 890,000
8	New Running Rail to Course Proper & Synthetic	\$ 350,000
9	Relocated Running Rail to Grass No. 2 and Sand	\$ 100,000
10	Irrigation (excluding pumps)	\$ 500,000
11	Land bridges (Course Proper to Synthetic) - 8 no.	\$ 80,000
12	Synthetic Material Storage Bay	\$ 100,000
13	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$ 250,000
14	Communications/Electrical/Timing/Fibre Optics Installation	\$ 150,000
15	Relocation and Reinstatement of existing electrical conduits	\$ 100,000
16	Mounting Yard Reconfiguration	\$ 50,000
17	Major Stormwater Infrastructure Extensions/Upgrades	\$ 1,500,000
18	Internal Marquee and Overflow Car park	\$ 500,000
19	Magic Millions Marquee Area Allowance	\$ 75,000
20	Horse and Pedestrian Tunnel	\$ 2,930,000
21	Trafficable Tunnel (Pedestrian/Vehicular Access)	\$ 2,870,000
22	Internal Road Upgrade	\$ 330,000
23	Extend existing car park behind grandstand	\$ 360,000
24	Entry Road Upgrade and Entry Statement Allowance	\$ 500,000
25	Fencing and Landscaping	\$ 250,000
26	Landscaping Enhancements	\$ 340,000
27	Other Ancillary Works (replacement footpaths, minor drainage etc)	\$ 100,000
28	New Stewards/Camera towers (6 no.)	\$ 300,000
29	Upgrade Services - Water Supply & Sewerage	\$ 190,500
30	Upgrade Services - Electrical and Communications	\$ 200,000
31	Upgrade to Training Lights	\$ 100,000
32	Fuel & Chemical Storage	\$ 75,000
33	Trackwork Supervisors Hut	\$ 30,000
32	New Tie-up Stalls	\$ 200,000
33	Equine Swimming Pool	\$ 750,000
34	Scope Creep (3% of total works)	\$ 1,223,565
35	QLeave	\$ 220,548
SUB TOTAL (Construction)		\$ 35,894,613

MEMBERS FACILITY

36	New Members Facility (Ancillary Expenses included below)	\$ 6,335,000
SUB TOTAL (Members)		\$ 6,335,000

PRELIMINARY PROJECT BUDGET

GOLD COAST RACECOURSE, BUNDALL METROPOLITON - Option 2 Fibre Mesh at RACECOURSE DR, BUNDALL FOR RACING QUEENSLAND LTD

ANCILLARY EXPENSES

37	Asset Plan	\$	52,000
38	Legal Fees	\$	50,000
39	Town Planning	\$	50,000
40	Geotechnical	\$	125,000
41	Architecturals - Major (Preliminaries, design, construction)	\$	274,598
42	Architecturals - Minor (Preliminaries, design, construction)	\$	20,000
42	Civil Engineering (Preliminaries, design, construction)	\$	2,338,991
43	Structural Engineering (Preliminaries, design, construction)	\$	176,309
44	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	717,892
45	Project Management	\$	1,328,101
46	Landscaping Consultant (preliminaries, design, construction)	\$	358,946
47	Environmental	\$	150,000
48	Council application fees	\$	50,000
49	Council Infrastructure Contributions allowance	\$	1,794,731
50	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
51	Electrical (Power Delivery)	\$	50,000
52	Consultancy Fees on Scope Creep	\$	183,535
SUB TOTAL (Ancillary)			\$ 7,770,102

53	SUB TOTAL	\$	49,999,715
54	Contingency (5%)	\$	2,499,986

TOTAL PROJECT BUDGET (ex. GST)

\$ 52,499,701

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...Reductions in accuracy with the passing of time

Council Fees and Charges are approximate only and subject to confirmation by Council, and other relevant Authorities at the time of development approval.

Estimate for equine pool based on advice from Warren Williams (Racing Queensland).

This estimate assumes existing running rail can be re-used for Grass No 2 and Sand Tracks.

No allowance has been made for intersection upgrade works to Racecourse Drive or Crombie Avenue.

We have allowed for full irrigation replacement. Removal of existing systems included within track civil works.

Car park and road network cost do not include street lighting.

The estimated amounts for the tunnels will be greatly dependent upon geotechnical findings regarding soil conditions, groundwater and the presence of acid sulphate soils. The estimates for these items can only be firmed up when such investigations are completed, documented and assessed.

Estimate excludes new or reinstatement of existing bullring.

Estimate for Tie-up stalls based on \$250,000 (Construction + Ancillary) budget figure supplied by Racing Queensland.

Prices based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable.

Bebo/Humes Arch prices supplied by Humes, dated July 2009, and increased for CPI generally in accordance with Rawlinsons Australian Construction Handbook, Ed. 28.

PRELIMINARY PROJECT BUDGET

CANNON PARK RACECOURSE MINOR PROVINCIAL at BRUCE HWY, CAIRNS FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0557

CONSTRUCTION WORKS		BUDGET	
		1.09	
Plan Ref: CCE Preliminary Drawings 0557-L01 Rev C		Regional Indices	
1	Course Proper Drainage and General Improvements Allowance	\$	923,230
2	Course Proper Irrigation Improvements Allowance	\$	155,870
3	Remediation Works to existing Stables Allowance	\$	817,500
4	Electrical and Sewerage Upgrades Allowance	\$	1,362,500
5	Fuel & Chemical Storage	\$	81,750
6	Trackwork Suupervisors Hut	\$	32,700
6	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$	136,250
7	Communications/Electrical/Timing/Fibre Optics Installation	\$	163,500
8	Landscaping Enhancements	\$	10,900
9	Scope Creep (3% of total works)	\$	110,526
10	QLeave	\$	19,922
SUB TOTAL (Construction)		\$	3,814,648

ANCILLARY EXPENSES

11	Financial Reconstruction	\$	1,500,000
12	Legal Fees	\$	50,000
13	Consultancy Fees for Asset Plan	\$	7,000
14	Town Planning	\$	50,000
15	Geotechnical	\$	20,000
16	Architecturals - Major (Preliminaries, design, construction)	\$	34,008
17	Civil Engineering (Preliminaries, design, construction)	\$	127,193
18	Structural Engineering (Preliminaries, design, construction)	\$	17,606
19	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	76,293
20	Project Management	\$	141,142
21	Landscaping Consultant (preliminaries, design, construction)	\$	38,146
22	Environmental	\$	50,000
23	Council application fees	\$	50,000
24	Council Infrastructure Contributions allowance	\$	190,732
25	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
26	Electrical (Power Delivery)	\$	50,000
27	Consultancy Fees on Scope Creep	\$	16,579
SUB TOTAL (Ancillary)		\$	2,468,699

PRELIMINARY PROJECT BUDGET

CANNON PARK RACECOURSE MINOR PROVINCIAL at BRUCE HWY, CAIRNS FOR RACING QUEENSLAND LTD

28	SUB TOTAL	\$	6,283,348
29	Contingency	\$	239,167

TOTAL PROJECT BUDGET (ex. GST)

\$ 6,522,515

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...No allowance for rise and fall of costs

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval. Expenditure for Items 3 and 4 (Construction + Ancillary) generally in accordance with budget provided by Racing Qld, dated 14 July 2010. Extent of works for item 4 to be confirmed following thorough inspection by a suitably qualified consultant, and may include:

- ... Replacement of existing gravity sewer system
- ... Upgrade of existing sewage infrastructure
- ... Upgrade of Sewage Pumping Station and Rising Main
- ... New pad-mounted Electrical Transformer
- ... Removal of existing redundant systems

No allowance made for roadworks associated with proposed Cairns to Gordonvale Transport Network

Items 1 and 2 (Track works breakdown) provided by Warren Williams of Racing Queensland

Estimates based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from

Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable

Bebo/Humes Arch prices supplied by Humes, dated July 2009, and increased for CPI generally in accordance with Rawlinsons Australian Construction Handbook, Ed. 28

PRELIMINARY PROJECT BUDGET

CORBOULD PARK RACECOURSE, CALOUNDRA METROPOLITAN

at PIERCE AVE, MERIDAN PLAINS
FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0270 / 0318 / 0714

CONSTRUCTION WORKS		<u>BUDGET</u>
Plan Ref: CCE Preliminary Drawing 0270-L01c	Regional Index	1.00
1 Turf Course Proper - Metro Standard Facility	\$	9,190,000
2 Second Tunnel (Price by Blacklaws)	\$	450,000
3 Irrigation and Pumps	\$	750,000
4 Relocation and Reinstatement of existing electrical conduits	\$	50,000
5 Other Ancillary Works (replacement footpaths, minor drainage etc)	\$	100,000
6 Stables Phase 2 (160no.) - Pro Rata from Phase 1	\$	3,480,000
7 Stables Phase 2 (160no.) - Ancillary Infrastructure Works	\$	700,000
8 Stables Phase 2 - External Electrical Works	\$	100,000
9 Expansion of Waste Water Treatment and Irrigation System	\$	300,000
10 Expansion of Rainwater Collection System	\$	75,000
10 Student Training Facility	\$	2,160,000
11 Community Open Space Area - Civil Works	\$	555,000
12 Community Open Space Area - Electrical & Ancillary	\$	1,200,000
Infrastructure Allowance	\$	-
13 Upgrade Services - Water Supply & Sewerage	\$	190,500
14 Upgrade Services - Electrical and Communications	\$	100,000
15 Fuel & Chemical Storage	\$	75,000
16 Landscaping Enhancements	\$	180,000
17 Scope Creep (3% of total works)	\$	589,665
18 QLeave	\$	106,287
SUB TOTAL (Construction)		\$ 20,351,452

ANCILLARY EXPENSES

19 Asset Plan	\$	12,000
20 Legals	\$	50,000
21 Town Planning	\$	50,000
22 Geotechnical	\$	20,000
23 Architecturals - Major (Preliminaries, design, construction)	\$	88,992
24 Architecturals - Minor (Preliminaries, design, construction)	\$	72,306
25 Civil Engineering (Preliminaries, design, construction)	\$	923,413
26 Structural Engineering (Preliminaries, design, construction)	\$	141,644
27 Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	407,029
28 Project Management	\$	753,004
29 Landscaping Consultant (preliminaries, design, construction)	\$	203,515
30 Environmental	\$	50,000
31 Council application fees	\$	50,000
32 Council Infrastructure Contributions allowance	\$	1,017,573
33 Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
34 Electrical (Power Delivery)	\$	50,000
35 Consultancy Fees on Scope Creep	\$	88,450
SUB TOTAL (Ancillary)		\$ 4,027,924

36 SUB TOTAL	\$ 24,379,376
37 Contingency (5%)	\$ 1,218,969

TOTAL PROJECT BUDGET (ex. GST)

\$ 25,598,345

PRELIMINARY PROJECT BUDGET

CORBOULD PARK RACECOURSE, CALOUNDRA METROPOLITAN

at PIERCE AVE, MERIDAN PLAINS FOR RACING QUEENSLAND LTD

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical Internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...No allowance for rise and fall of costs

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval

No allowance has been made for intersection upgrade works to Pierce Ave for Amphitheatre

We have allowed for full irrigation replacement. Removal of existing systems included within track civil works

Fibre and Mesh additives to Growing Medium are not included. Should this be considered desirable, an addition of approximately \$40/sq.m should be allowed

Tunnel estimate provided by Blacklaw Civil Contractors

Item 7 allows for additional stable infrastructure of: -

- ...Local authority water, sewer, power and communications connection fees
- ...Civil and Infrastructure works - building platforms and services mains (electrical, water, stormwater, sewer)
- ...Relocation of services (if required)
- ...Under slab drainage (stormwater and sewer) assume hose out to surrounding areas
- ...Fire hydrant coverage
- ...Rainwater storage tanks, pumps and the like
- ...Feed bins, water buckets and rubber linings
- ...Paint finish to internal concrete walls
- ...Surrounding landscaping, irrigation, fencing etc
- ...Horse activity constructed items (sand rolls, walkers, hose down bays and feed rooms)

Student Facility allows for approx' 2000sq.m building of medium administration standard

Estimates based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable

PRELIMINARY PROJECT BUDGET

DEAGON RACECOURSE REDEVELOPMENT METROPOLITON TRACK at RACECOURSE ROAD, DEAGON FOR RACING QUEENSLAND LTD

Wednesday, 10 November 2010

Contract No. 0380

CONSTRUCTION WORKS		BUDGET
Plan Ref: CCE Drawing 0380-L03 Rev F	Regional Indices	1.00
1	20m wide Harness Racing Circuit	\$ 2,530,000
2	Hub Rail to Harness Circuit	\$ 200,000
3	Winning Post to Harness Circuit	\$ 50,000
4	Lighting to Harness Circuit	\$ 2,250,000
5	New Mounting Yard/Parade Ring for Harness	\$ 50,000
6	Greyhound Racing Circuits - Civil Works	\$ 710,000
7	Greyhound Training Straight Track (2.5m wide) Allowance	\$ 30,000
8	Greyhound Track Infrastructure (Fencing, Lure, Rail, Starting Boxes)	\$ 1,750,000
9	Irrigation to Greyhound Tracks	\$ 50,000
10	Lighting to Greyhound Race Tracks	\$ 1,400,000
11	New Winning Post to Greyhound Circuits	\$ 100,000
12	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$ 150,000
13	Communications/Electrical/Timing/Fibre Optics Installation	\$ 250,000
14	New Stewards/Camera towers (10 no.)	\$ 500,000
15	Public Facility Allowance	\$ 11,680,000
16	New Racing Science Centre	\$ 6,000,000
17	Jockey Rehabilitation & Industry Training Facility	\$ 5,320,000
18	AC carpark (400 spaces)	\$ 1,300,000
19	Float Carpark Allowance	\$ 650,000
20	Vegetated Buffer to Proposed Development (inc. 2.0m high Acoustic Fence)	\$ 600,000
21	Clay Capping to Proposed Dams (approx' 40,000sq.m)	\$ 700,000
22	Internal Road to Tie-up Stalls/Kennels	\$ 381,000
23	Proposed Road to Public Carpark	\$ 325,000
24	Upgrade to Racecourse Road	\$ 740,000
25	Upgrade Services - Water Supply & Sewerage	\$ 190,500
26	Upgrade Services - Electrical and Communications	\$ 400,000
27	Fuel & Chemical Storage Facility	\$ 75,000
28	Other Ancillary Works (replacement footpaths, minor drainage etc)	\$ 100,000
26	Fencing & Landscaping	\$ 300,000
30	Landscaping Enhancements	\$ 480,000
31	Allowance for Removal of Existing Buildings, Infrastructure and Fencing	\$ 500,000
32	Stables (120 no.) - Buildings	\$ 1,962,000
33	Stables - Walkers & Sand Rolls (3 no.)	\$ 450,000
34	Stables - Civil Works	\$ 950,000
35	Stables - Additional Infrastructure (Fencing, Security, Amenities, Roofwater Recycling, External Painting)	\$ 950,000
36	Stables - External Electrical	\$ 200,000
37	New Tie-up Stalls (120 no.)	\$ 1,200,000
38	New Track Supervisors Hut	\$ 30,000
38	New Kennel Block (similar to Logan Design)	\$ 600,000
39	GAP Kennels Allowance	\$ 200,000
40	Scope Creep (3% of total works)	\$ 1,389,105
41	QLeave	\$ 250,386
SUB TOTAL		\$ 47,942,991

PRELIMINARY PROJECT BUDGET

DEAGON RACECOURSE REDEVELOPMENT METROPOLITAN TRACK

at RACECOURSE ROAD, DEAGON
FOR RACING QUEENSLAND LTD

ANCILLARY EXPENSES

42	Asset Plan	\$	67,000
43	Legal Fees	\$	50,000
44	Town Planning	\$	100,000
45	Geotechnical	\$	20,000
46	Consultancy Fees & DA Contributions for Jockey Rehabilitation & Industry Training Facility Allowance	\$	301,274
47	Council Charges and Contributions Allowance for Jockey Rehabilitation & Industry Training Facility	\$	546,400
48	Architecturals - Major (Preliminaries, design, construction)	\$	50,000
49	Architecturals - Minor (Preliminaries, design, construction)	\$	78,208
50	Civil Engineering (Preliminaries, design, construction)	\$	981,951
51	Structural Engineering (Preliminaries, design, construction)	\$	668,362
52	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	958,860
53	Project Management	\$	1,773,891
54	Landscaping Consultant (preliminaries, design, construction)	\$	479,430
55	Environmental	\$	75,000
56	Council application fees	\$	100,000
57	Council Infrastructure Contributions allowance	\$	2,397,150
58	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
59	Electrical (Power Delivery)	\$	50,000
60	Consultancy Fees on Scope Creep	\$	208,366
SUB TOTAL (Ancillary)			\$ 8,955,891

61	SUB TOTAL	\$	56,898,882
62	Contingency (5%)	\$	2,844,944

TOTAL PROJECT BUDGET (ex. GST)

\$ 59,743,826

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (unrippable rock or poor ground, inclement weather etc)
- ...No allowance for rise and fall of costs

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval. Earthworks assumed to balance across all works, with additional fill to be excavated from proposed dam as required.

No allowance has been made for upgrade works to Board Street.

No allowance has been made for a signalised intersection between Board St and Racecourse Road.

Items 28 to 32 allow include allowance for additional stable Infrastructure of: -

- ...Local authority water, sewer, power and communications connection fees
- ...Civil and infrastructure works - building platforms and services mains (electrical, water, stormwater, sewer)
- ...Relocation of services (if required)
- ...Under slab drainage (stormwater and sewer) assume hose out to surrounding areas
- ...Fire hydrant coverage
- ...Rainwater storage tanks, pumps and the like
- ...Feed bins, water buckets and rubber linings
- ...Paint finish to internal concrete walls
- ...Surrounding landscaping, irrigation, fencing etc
- ...Horse activity constructed items (sand rolls, walkers, hose down bays and feed rooms)

PRELIMINARY PROJECT BUDGET

DEAGON RACECOURSE REDEVELOPMENT

METROPOLITON TRACK

at RACECOURSE ROAD, DEAGON

FOR RACING QUEENSLAND LTD

Estimates based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable.

PRELIMINARY PROJECT BUDGET

BUNDAMBA RACECOURSE, IPSWICH
MAJOR PROVINCIAL
AT T.L. COONEY AVENUE, BUNDAMBA
FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0691

CONSTRUCTION WORKS		BUDGET
Plan Ref:	Contour Consulting Engineers Drawing 0691-L07 Rev D	Regional Index 1.00
1	20m wide Harness Racing Circuit	\$ 1,870,000
2	Hub Rail to Harness Circuit	\$ 150,000
3	7m Wide Greyhound Racing Track	\$ 459,000
4	2.5m Wide Straight Greyhound Training Track Allowance	\$ 30,000
5	Greyhound Ancillary Infrastructure (Lure, Starting, Boxes, Rail)	\$ 1,100,000
6	Lighting to Harness/Greyhound Race Tracks	\$ 2,950,000
7	New Winning Posts to Harness & Greyhound Race Tracks	\$ 100,000
8	Maintenance works to existing Course Proper Allowance	\$ 1,000,000
9	Internal AC Carpark & Float Park	\$ 1,900,000
10	Grassed Marquee Areas	\$ 335,000
11	Signalised Intersection (Brisbane Rd/Wickham St)	\$ 250,000
12	Wickham St Upgrade	\$ 670,000
13	Upgrade Services - Water Supply & Sewerage	\$ 190,500
14	Upgrade Services - Electrical and Communications	\$ 400,000
15	Internal Roads	\$ 590,000
16	Tunnel under existing course proper internal road (Bebo Arch 9400s)	\$ 980,000
17	Pedestrian/Horse/Dog Tunnel to infield (3600 x 3600 RCBC)	\$ 970,000
18	Rectifications to Course Proper for Tunnel Construction	\$ 150,000
19	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$ 250,000
20	Communications/Electrical/Timing/Fibre Optics Installation	\$ 300,000
21	New Mounting Yard/Parade Ring for Harness/Greyhounds	\$ 50,000
22	Other Ancillary Works (replacement footpaths, minor drainage etc)	\$ 100,000
23	New Stewards/Camera towers (6 no.)	\$ 300,000
24	Fencing & Landscaping	\$ 200,000
25	Landscaping Enhancements	\$ 100,000
26	Proposed Barrier and Machinery Sheds (Titan Type)	\$ 200,000
27	Fuel & Chemical Storage	\$ 75,000
28	Trackwork Supervisors Hut	\$ 30,000
28	New Public Facility Allowance	\$ 7,000,000
29	New Tie-up Stalls (140 no.)	\$ 1,400,000
30	Television - Stadium Video Scoreboard Type	\$ 300,000
31	Scope Creep (3% of total works)	\$ 731,985
32	QLeave	\$ 131,940
SUB TOTAL (Construction)		\$ 25,263,425

PRELIMINARY PROJECT BUDGET

BUNDAMBA RACECOURSE, IPSWICH

MAJOR PROVINCIAL

AT T.L. COONEY AVENUE, BUNDAMBA

FOR RACING QUEENSLAND LTD

ANCILLARY EXPENSES

33	Consultancy Fees for Asset Plan	\$	32,000
34	Legal Fees	\$	50,000
35	Town Planning	\$	50,000
36	Geotechnical	\$	20,000
37	Architecturals - Major (Preliminaries, design, construction)	\$	403,623
38	Architecturals - Minor (Preliminaries, design, construction)	\$	21,630
38	Civil Engineering (Preliminaries, design, construction)	\$	956,922
39	Structural Engineering (Preliminaries, design, construction)	\$	231,862
40	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	505,269
41	Project Management	\$	934,747
42	Landscaping Consultant (preliminaries, design, construction)	\$	252,634
43	Environmental	\$	50,000
44	Council application fees	\$	50,000
45	Council Infrastructure Contributions allowance	\$	1,263,171
46	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
47	Electrical (Power Delivery)	\$	50,000
48	Consultancy Fees on Scope Creep	\$	109,798
SUB TOTAL (Ancillary)			\$ 5,031,655

49 SUB TOTAL \$ 30,295,081

50 Contingency (5%) \$ 1,514,754

TOTAL PROJECT BUDGET (ex. GST)

\$ 31,809,835

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (unrippable rock or poor ground, inclement weather etc)
- ...Reductions in accuracy with the passing of time

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval

Earthworks assumed to balance across all works, with additional fill to be excavated from proposed dam as required

No allowance has been made for upgrade works to T.L. Cooney Avenue

Lighting estimate based on advices from NT Fallon Services and Darren Beavis of Racing Queensland

Public Facility totalling \$7,000,000 (Construction & Ancillary) would allow for approximately 2350sq.m GFA civic building/sporting clubhouse similar in appearance and fitout to building located at Bundaberg Greyhound Racing Club with a basic kennelling/veterinarian/stewarding facility under, and generally in accordance with Rawlinsons Construction Handbook, Ed. 28.

Stadium Video Scoreboard based on 2m high x 6m wide stadium videoscreen, with minor allowance for electrical connections and weatherproofing

Estimates based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable

Bebo/Humes Arch prices supplied by Humes, dated July 2009, and increased for CPI generally in accordance with Rawlinsons Australian Construction Handbook, Ed. 28

PRELIMINARY PROJECT BUDGET

OORALEA RACECOURSE, MACKAY
MAJOR PROVINCIAL
AT PEAK DOWNS HWY, MACKAY
FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0550

CONSTRUCTION WORKS		BUDGET
Plan Ref:	CCE Drawing 0550-L03 Rev F	Regional Index 1.05
1	18m Turf Track (inc Dam and Overflow Carpark)	\$ 3,108,000
2	10m Turf No.2 Track (Rudimentary Construction only)	\$ 987,000
3	Sand Track Realignment	\$ 105,000
4	Relocated Running Rail	\$ 105,000
5	Irrigation to new grass track proper (pumps extra)	\$ 367,500
6	Modify existing irrigation system for Grass no2 track	\$ 157,500
7	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$ 131,250
8	Communications/Electrical/Timing/Fibre Optics Installation	\$ 157,500
9	Relocation and Reinstatement of existing electrical conduits	\$ 105,000
10	Grass Carpark (150 spaces)	\$ 236,250
11	Entry Road and Float Carpark (Asphalt)	\$ 495,600
12	New Mounting Yard near Tie-up Stalls	\$ 52,500
13	Other Ancillary Works (replacement footpaths, minor drainage etc)	\$ 157,500
14	New Stewards/Camera towers (5 no.)	\$ 210,000
15	Upgrade to Training Lights	\$ 52,500
16	Upgrade Services - Water Supply & Sewerage	\$ 200,025
17	Upgrade Services - Electrical and Communications	\$ 105,000
18	Fuel & Chemical Storage	\$ 78,750
19	Stables (80no.) - Buildings	\$ 1,575,000
20	Stables - Walkers, Sand Rolls and Hose Down Bays (2 no.)	\$ 378,000
21	Stables - Civil Works	\$ 787,500
22	Stables - Storage Building	\$ 210,000
23	Stables - External Electrical	\$ 210,000
24	Fencing & Landscaping	\$ 210,000
25	Landscaping Enhancements	\$ 210,000
26	Stewards and Jockeys building	\$ 420,000
27	New Swab Stall (inc. A/C)	\$ 210,000
28	New Tie-up Stalls (8 no.)	\$ 84,000
29	New Winning Post tower (Steward, Judge, camera & race-caller)	\$ 315,000
30	Trackwork Supervisors Hut	\$ 31,500
30	Mackay Turf Club Infrastructure Allowance	\$ 4,200,000
31	Scope Creep (3% of total works)	\$ 469,586
32	QLearn	\$ 84,643
SUB TOTAL (Construction)		\$ 16,207,104

ANCILLARY EXPENSES

33	Asset Plan	\$ 37,000
34	Legal Fees	\$ 50,000
35	Town Planning	\$ 50,000
36	Geotechnical	\$ 20,000
37	Architecturals - Major (Preliminaries, design, construction)	\$ 230,576
38	Architecturals - Minor (Preliminaries, design, construction)	\$ 31,472
38	Civil Engineering (Preliminaries, design, construction)	\$ 581,232
39	Structural Engineering (Preliminaries, design, construction)	\$ 158,076
40	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$ 324,142
41	Project Management	\$ 599,663
42	Landscaping Consultant (preliminaries, design, construction)	\$ 162,071
43	Environmental	\$ 50,000
44	Council application fees	\$ 50,000
45	Council Infrastructure Contributions allowance	\$ 810,355
46	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$ 50,000
47	Electrical (Power Delivery)	\$ 50,000
48	Consultancy Fees on Scope Creep	\$ 70,438
SUB TOTAL (Ancillary)		\$ 3,325,025

PRELIMINARY PROJECT BUDGET

OOORALEA RACECOURSE, MACKAY MAJOR PROVINCIAL AT PEAK DOWNS HWY, MACKAY FOR RACING QUEENSLAND LTD

49	SUB TOTAL	\$	19,532,129
50	Contingency (5%)	\$	976,606

TOTAL PROJECT BUDGET (ex. GST)	\$	20,508,735
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Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for: Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...Reductions in accuracy with the passing of time

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval. Racing Queensland advise that running rail shall be supplied from their existing stocks at Deagon.

No allowance has been made for Intersection upgrade works to Peak Downs Highway.

Allowance for Electrical/Communications/Fibre Optics to renovated Course Proper only.

Stables building works budget cost generally in accordance with estimate provided by Integral Constructions Pty Ltd

Items 17 to 19 allow for additional stable infrastructure (basic standard only) of: -

- ...Town Planning and development fees and charges
- ...Local authority water, sewer, power and communications connection fees
- ...Civil and infrastructure works - building platforms and services mains (electrical, water, stormwater, sewer)
- ...Relocation of services (if required)
- ...Under slab drainage (stormwater and sewer) assume hose out to surrounding areas
- ...Fire hydrant coverage
- ...Rainwater storage tanks, pumps and the like
- ...Feed bins, water buckets and rubber linings
- ...Paint finish to internal concrete walls
- ...Surrounding landscaping, irrigation, fencing etc
- ...Horse activity constructed items (sand rolls, walkers, hose down bays and feed rooms)

Stewards and Jockey building allows for building equivalent to a changeroom of approximately 150sq.m GFA

Prices based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from

Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable

Demolition of existing buildings not included (by Mackay Turf Club)

PRELIMINARY PROJECT BUDGET

CALLAGHAN PARK RACECOURSE, ROCKHAMPTON MAJOR PROVINCIAL TRACK AT REANEY ST, ROCKHAMPTON FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0373

CONSTRUCTION WORKS		BUDGET
Plan Ref: CCE Preliminary Drawing 0373-L01 Rev C	Regional Indices	1.03
1 Fencing Upgrades Allowance		\$ 103,000
2 Float Carpark Allowance		\$ 309,000
3 Movable Track Crossing - Pedestrian Only		\$ 51,500
4 Relocate Barrier and Machinery Sheds Allowance		\$ 154,500
5 Effluent Water Pump Equipment and Pipe for Irrigation		\$ 412,000
6 Kennel/Steward/Veterinarian/Office Building to Infield		\$ 618,000
7 Public Facility allowance		\$ 278,100
8 Workshop (Shed Type) Allowance		\$ 103,000
9 Towable Temporary Grandstand for Greyhounds Allowance		\$ 51,500
10 Refurbish Tie-up Stalls Allowance		\$ 463,500
11 Landscape Enhancements		\$ 20,600
12 Stables (20no.) - Buildings		\$ 339,900
13 Stables - Minor Civil Works		\$ 206,000
14 Stables - Walkers, Sand Rolls and Hose Down Bays		\$ 63,860
15 Stables - External Electrical & Security		\$ 86,520
16 Upgrade Services - Water Supply & Sewerage		\$ 196,215
17 Upgrade Services - Electrical and Communications		\$ 103,000
18 Fuel & Chemical Storage		\$ 77,250
19 Upgrade to Bullring (lights, fencing, surfacing) Allowance		\$ 154,500
20 Scope Creep (3% of total works)		\$ 113,758
21 QLeave		\$ 20,505
SUB TOTAL		\$ 3,926,208

ANCILLARY EXPENSES

22	Asset Plan	\$	12,000
23	Legal Fees	\$	50,000
24	Town Planning	\$	50,000
25	Geotechnical	\$	20,000
26	Architecturals - Major (Preliminaries, design, construction)	\$	50,000
27	Architecturals - Minor (Preliminaries, design, construction)	\$	20,000
27	Civil Engineering (Preliminaries, design, construction)	\$	124,633
28	Structural Engineering (Preliminaries, design, construction)	\$	42,915
29	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	78,524
30	Project Management	\$	145,270
31	Landscaping Consultant (preliminaries, design, construction)	\$	39,262
32	Environmental	\$	50,000
33	Council application fees	\$	50,000
34	Council Infrastructure Contributions allowance	\$	196,310
35	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	40,000
36	Electrical (Power Delivery)	\$	50,000
37	Consultancy Fees on Scope Creep	\$	17,064
SUB TOTAL (Ancillary)			\$ 1,035,978

38 SUB TOTAL	\$ 4,962,186
39 Contingency	\$ 38,046

PRELIMINARY PROJECT BUDGET

**CALLAGHAN PARK RACECOURSE, ROCKHAMPTON
MAJOR PROVINCIAL TRACK
AT REANEY ST, ROCKHAMPTON
FOR RACING QUEENSLAND LTD**

TOTAL PROJECT BUDGET (ex. GST)

\$ 5,000,232

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...No allowance for rise and fall of costs

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval

Float carpark estimate based on 8,000sq.m total area of asphalt

Wastewater Irrigation does not include on-going supply or maintenance costs

Clay capping to base and batters of basin to a maximum of 20,000sq.m.

Stables building works budget cost generally in accordance with estimate provided by Integral Constructions Pty Ltd

Kenel/Steward/Veterinarian/Office based on similar building proposed at Logan Greyhounds

Public Facility based on similar building at Cannon Park, Cairns, with a GFA of approximately 150sq.m

Grandstand allows for seating for approx 50 persons, plus provision for towing temporary stand away when not in use

Item 9 allows for additional stable infrastructure of: -

- ...Local authority water, sewer, power and communications connection fees
- ...Civil and infrastructure works - building platforms and services mains (electrical, water, stormwater, sewer)
- ...Relocation of services (if required)
- ...Under slab drainage (stormwater and sewer) assume hose out to surrounding areas
- ...Fire hydrant coverage
- ...Rainwater storage tanks, pumps and the like
- ...Feed bins, water buckets and rubber linings
- ...Paint finish to internal concrete walls
- ...Surrounding landscaping, irrigation, fencing etc

PRELIMINARY PROJECT BUDGET

CLIFFORD PARK RACECOURSE, TOOWOOMBA MAJOR PROVINCIAL at HURSLEY RD, TOOWOOMBA FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0432

CONSTRUCTION WORKS

		<u>BUDGET</u>	
Plan Ref: CCE Preliminary Drawings 0432-L05 Rev B		Regional Indices	
		1.00	
1	Remediation of Training Tracks Allowance	\$	1,750,000
2	Toowoomba Turf Club Building Improvements Allowance	\$	1,500,000
3	Members Facilities Allowance	\$	550,000
4	Fuel & Chemical Storage	\$	75,000
5	Landscaping Enhancements	\$	30,000
6	Scope Creep (3% of total works)	\$	117,150
7	QLeave	\$	21,116
SUB TOTAL (Construction)		\$	4,043,266

ANCILLARY EXPENSES

8	Asset Plan	\$	7,000
9	Legal Fees	\$	50,000
10	Town Planning	\$	50,000
11	Geotechnical	\$	20,000
12	Architecturals (Preliminaries, design, construction)	\$	85,696
13	Civil Engineering (Preliminaries, design, construction)	\$	134,448
14	Structural Engineering (Preliminaries, design, construction)	\$	43,073
15	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	80,865
16	Project Management	\$	149,601
17	Landscaping Consultant (preliminaries, design, construction)	\$	40,433
18	Environmental	\$	50,000
19	Council application fees	\$	50,000
20	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
21	Electrical (Power Delivery)	\$	50,000
22	Consultancy Fees on Scope Creep	\$	17,573
SUB TOTAL (Ancillary)		\$	878,688

23 SUB TOTAL \$ **4,921,954**

24 Contingency (5%) \$ **246,098**

TOTAL PROJECT BUDGET (ex. GST) \$ **5,168,052**

PRELIMINARY PROJECT BUDGET

CLIFFORD PARK RACECOURSE, TOOWOOMBA MAJOR PROVINCIAL at HURSLEY RD, TOOWOOMBA FOR RACING QUEENSLAND LTD

Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...No allowance for rise and fall of costs

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval. Estimates based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable.

PRELIMINARY PROJECT BUDGET

CLUDEN PARK RACECOURSE, TOWNSVILLE
MINOR PROVINCIAL
at BRUCE HWY, TOWNSVILLE
FOR RACING QUEENSLAND LTD

Monday, 18 October 2010

Contract No. 0535

CONSTRUCTION WORKS		BUDGET
Plan Ref: CCE Preliminary Drawings 0535-L01 Rev F	Regional Index	1.05
1 Course Proper Surface and Subgrade Improvements		\$ 787,500
2 Course Proper Irrigation Improvements		\$ 210,000
3 4.5m Wide Greyhound Track - Civil Works		\$ 430,500
4 2.5m Wide Straight Greyhound Training Track Allowance		\$ 31,500
5 Greyhound Track Infrastructure (Fencing, Rail, Lure, Start Boxes)		\$ 630,000
6 Greyhound Track Timing Infrastructure		\$ 157,500
7 Greyhound Track Lighting		\$ 1,050,000
8 Greyhound Kennel Block		\$ 630,000
9 Fill and Extend Dam Allowance		\$ 420,000
10 Equine Pool Allowance		\$ 105,000
11 Stables (100 no.) - Buildings		\$ 1,716,750
12 Stables - Walkers (3 no.) and Sand Rolls (6 no.)		\$ 598,500
13 Stables - Ancillary Infrastructure		\$ 966,000
14 Entry Road to Stables		\$ 112,350
15 Upgrade Swab Stall		\$ 210,000
16 Upgrade Members Facility Allowance		\$ 2,426,550
17 Upgrade Services - Water Supply & Sewerage		\$ 200,025
18 Upgrade Services - Electrical and Communications		\$ 420,000
19 Fuel & Chemical Storage		\$ 78,750
19 Track Supervisors hut		\$ 31,500
20 Landscaping Enhancements		\$ 31,500
21 Scope Creep (3% of total works)		\$ 314,465
22 QLeave		\$ 60,682
SUB TOTAL (Construction)		\$ 11,619,071

ANCILLARY EXPENSES

23	Asset Plan	\$	17,000
24	Legal Fees	\$	50,000
25	Town Planning	\$	75,000
26	Geotechnical	\$	50,000
27	Architecturals - Major (Preliminaries, design, construction)	\$	56,238
28	Architecturals - Minor (Preliminaries, design, construction)	\$	35,771
28	Civil Engineering (Preliminaries, design, construction)	\$	359,308
29	Structural Engineering (Preliminaries, design, construction)	\$	129,722
30	Electrical/Mechanical/Hydraulics Consultant (prelims, design, const)	\$	232,381
31	Project Management	\$	429,906
32	Financial Reconstruction	\$	800,000
33	Landscaping Consultant (preliminaries, design, construction)	\$	116,191
34	Environmental	\$	100,000
35	Track Machinery and Infrastructure	\$	1,100,000
36	Council application fees	\$	50,000
37	Council Infrastructure Contributions allowance	\$	580,954
38	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$	50,000
39	Electrical (Power Delivery)	\$	50,000
40	Consultancy Fees on Scope Creep	\$	47,170
SUB TOTAL (Ancillary)		\$	4,329,639

PRELIMINARY PROJECT BUDGET

CLUDEN PARK RACECOURSE, TOWNSVILLE MINOR PROVINCIAL at BRUCE HWY, TOWNSVILLE FOR RACING QUEENSLAND LTD

41	SUB TOTAL	\$	15,948,710
42	Contingency (5%)	\$	797,436

TOTAL PROJECT BUDGET (ex. GST)	\$ 16,746,146
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Notes:

All cost estimation has been undertaken in Australian Dollars (\$AUD) for the year 2010. All costs presented are exclusive of GST. No adjustment has been made for; Rise/Fall of CPI, Interest Rates, Market Forces, Valuation against Foreign Currencies etc. All estimated costs for building construction include allowances for typical internal fitout of water supply, sewer, electrical and communication services within the budgeted amount where applicable.

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...Reductions in accuracy with the passing of time

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval

Item 13 allows for additional stable infrastructure of: -

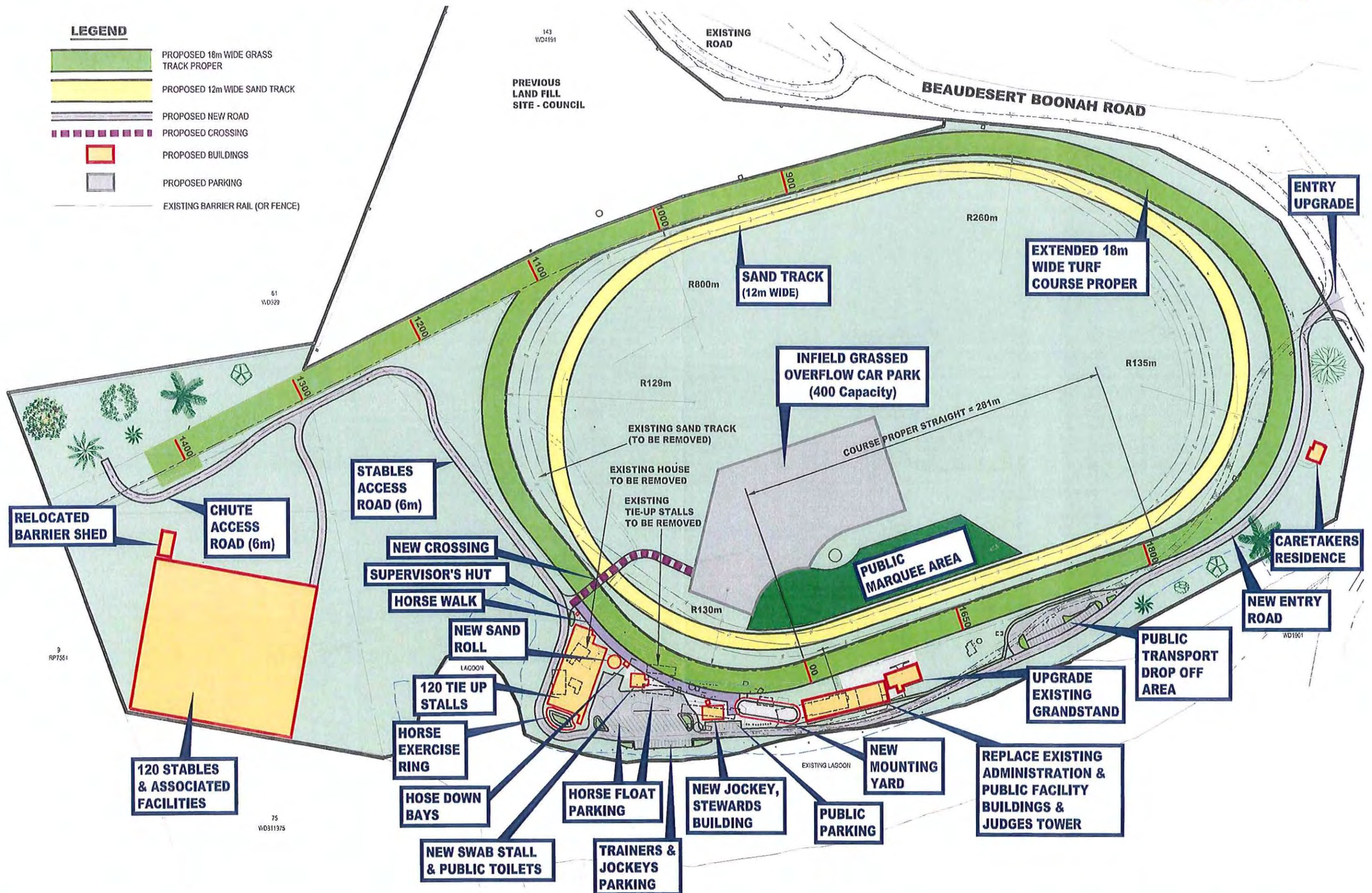
- ...Local authority water, sewer, power and communications connection fees
- ...Civil and infrastructure works - building platforms and services mains (electrical, water, stormwater, sewer)
- ...Relocation of services (if required)
- ...Under slab drainage (stormwater and sewer) assume hose out to surrounding areas
- ...Fire hydrant coverage
- ...Rainwater storage tanks, pumps and the like
- ...Feed bins, water buckets and rubber linings
- ...Paint finish to internal concrete walls
- ...Surrounding landscaping, Irrigation, fencing etc

Lighting estimate based on advice from NT Fallon Services and Darren Beavis of Racing Queensland

We have assumed access for the new stables can be taken from Dommelt Street

Estimate for Refurbishment of the Swabbing Stalls based on \$250,000 (Construction + Ancillary) budget figure supplied by Racing Queensland

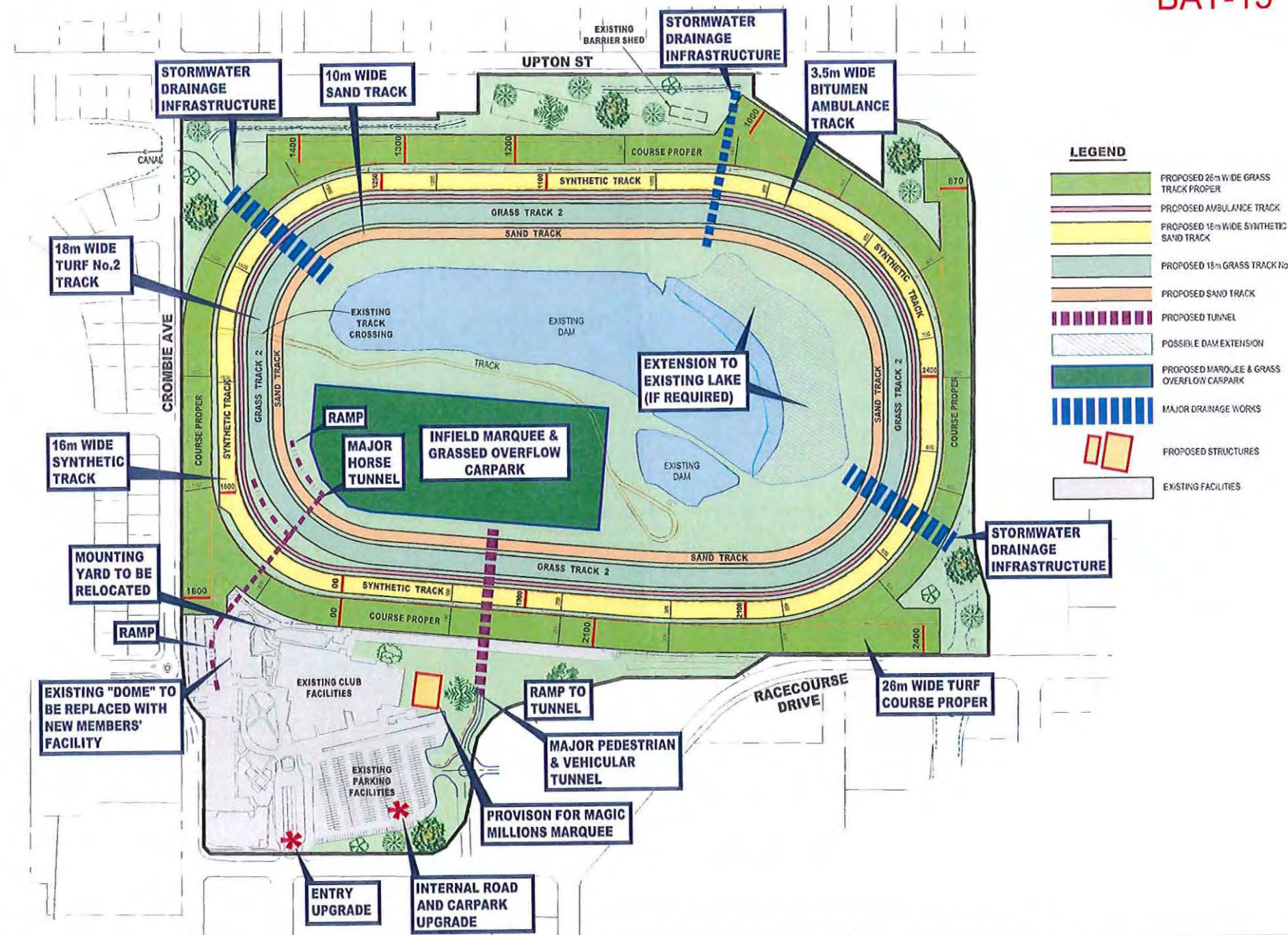
Prices based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable



BEAUDESERT RACECOURSE, BEAUDESERT

DRAWING No. 0377-P221
11 NOVEMBER 2010

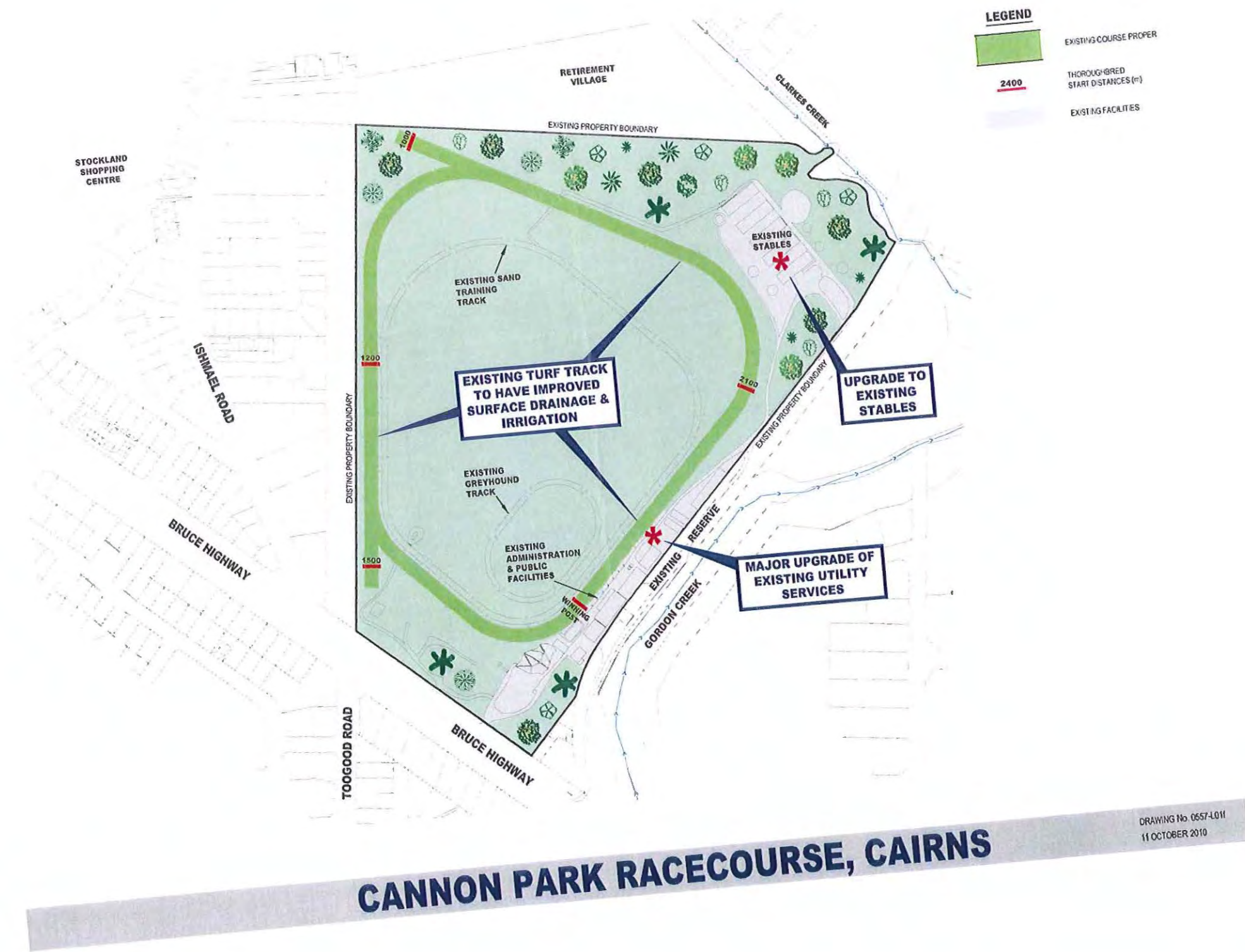
"BAT-15"



BUNDALL RACECOURSE, GOLD COAST

DRAWING No. 0426-L10J
8 OCTOBER 2010

"BAT-15"



CANNON PARK RACECOURSE, CAIRNS

DRAWING No. 0557-LO11
11 OCTOBER 2010

LEGEND

- EXISTING COURSE PROPER TO BE RECONSTRUCTED
- PROPOSED COMMUNITY OPEN SPACE AREA
- PROPOSED BUILDINGS
- THOROUGHBREED START DISTANCES (m)
- EXISTING FACILITIES

2400

EXISTING FACILITIES

PROPOSED PHASE 2 OF THE STABLES COMPLEX (160 STALLS)

RACECOURSE ROAD

EXISTING VEGETATED AREA

PROPOSED STUDENT TRAINING FACILITY

EXISTING STABLES COMPLEX (256 STALLS)

EXISTING BULLRING

EXISTING DAM

EXISTING BASIN

EXISTING PROPERTY BOUNDARY

EXISTING COURSE PROPER

EXISTING SYNTHETIC TRACK

EXISTING GRASS TRACK No.2

EXISTING DAM

R 212m

R 164m

PROPOSED SECONDARY TUNNEL

EXISTING TUNNEL

WINNING POST

EXISTING GRASS TRACK No.2

EXISTING SYNTHETIC TRACK

EXISTING COURSE PROPER

JOCKEYS, OFFICIALS & FLOAT PARKING

MAIN FACILITIES

PUBLIC PARKING

EXISTING PROPERTY BOUNDARY

PIERCE AVENUE

EXISTING VEGETATED AREA

EXISTING PROPERTY BOUNDARY

PROPOSED RECONSTRUCTION OF EXISTING TURF TRACK

EXISTING COURSE PROPER

EXISTING SYNTHETIC TRACK

EXISTING GRASS TRACK No.2

EXISTING COURSE PROPER

EXISTING SYNTHETIC TRACK

EXISTING GRASS TRACK No.2

EXISTING COURSE PROPER

EXISTING SYNTHETIC TRACK

EXISTING GRASS TRACK No.2

EXISTING COURSE PROPER



"BAT-15"

NOTE:
1. DETAILS OF THE PROPOSAL ON THIS DRAWING ARE PRELIMINARY ONLY AND MAY VARY WITH OUTCOMES FROM FURTHER INVESTIGATION, DETAILED DESIGN AND THE REQUIREMENTS OF STAKEHOLDERS/REGULATORY AUTHORITIES.
2. ALL DIMENSIONS DETAILED ON THIS DRAWING ARE APPROXIMATE ONLY.

SUMMARY OF PROPOSED WORKS

- RECONSTRUCTION OF EXISTING TURF TRACK
- SECONDARY TUNNEL
- SITE IRRIGATION
- STABLES & ANCILLARY FACILITIES
- STUDENT TRAINING FACILITY
- COMMUNITY OPEN SPACE AREA

PROPOSED COMMUNITY OPEN SPACE AREA (APPROX AREA 5.26Ha)



CONTOUR
Consulting Engineers

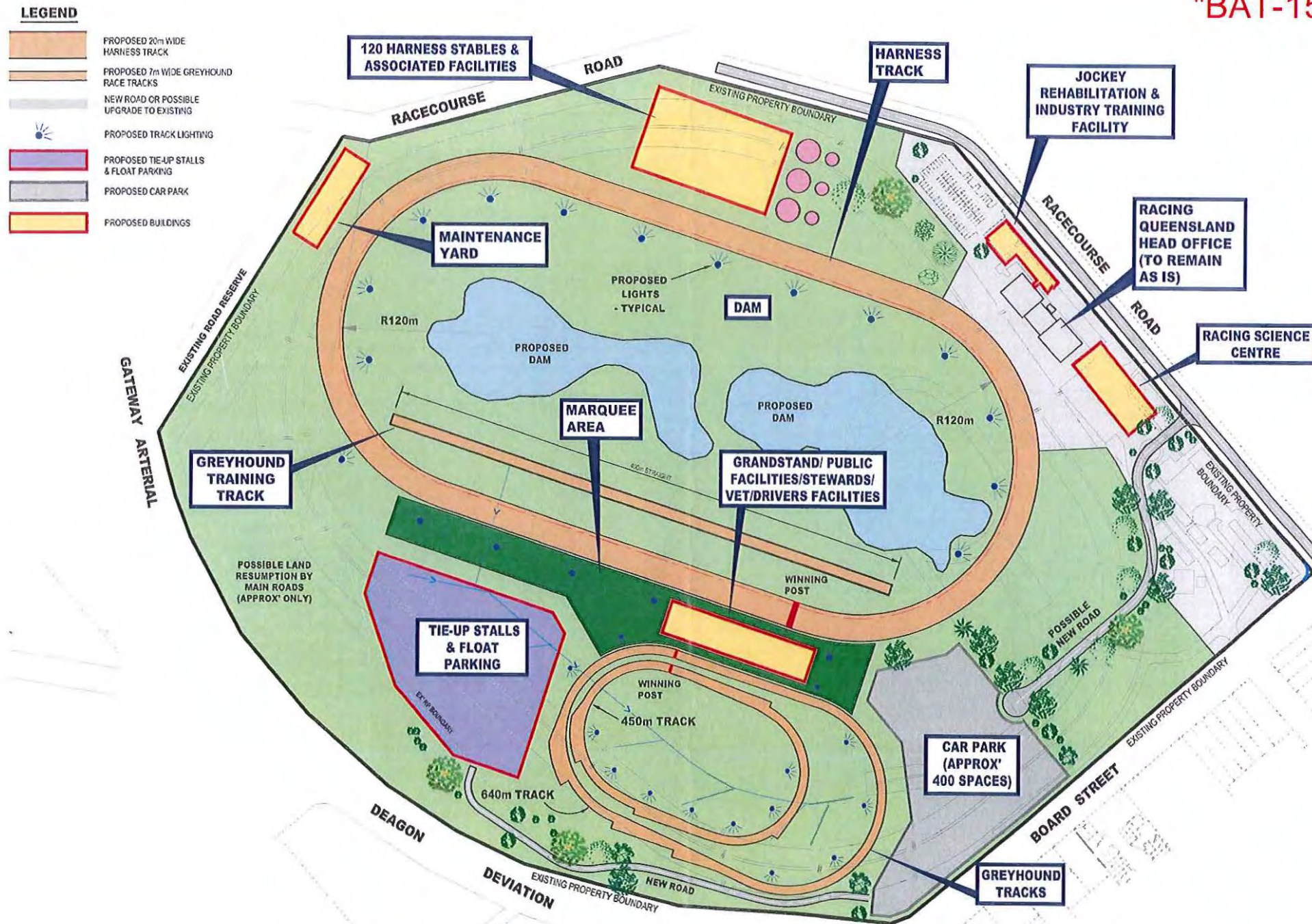
136

CORBOULD PARK RACECOURSE, CALOUNDRA



DRAWING No. 0270-L01c
1 SEPTEMBER 2010

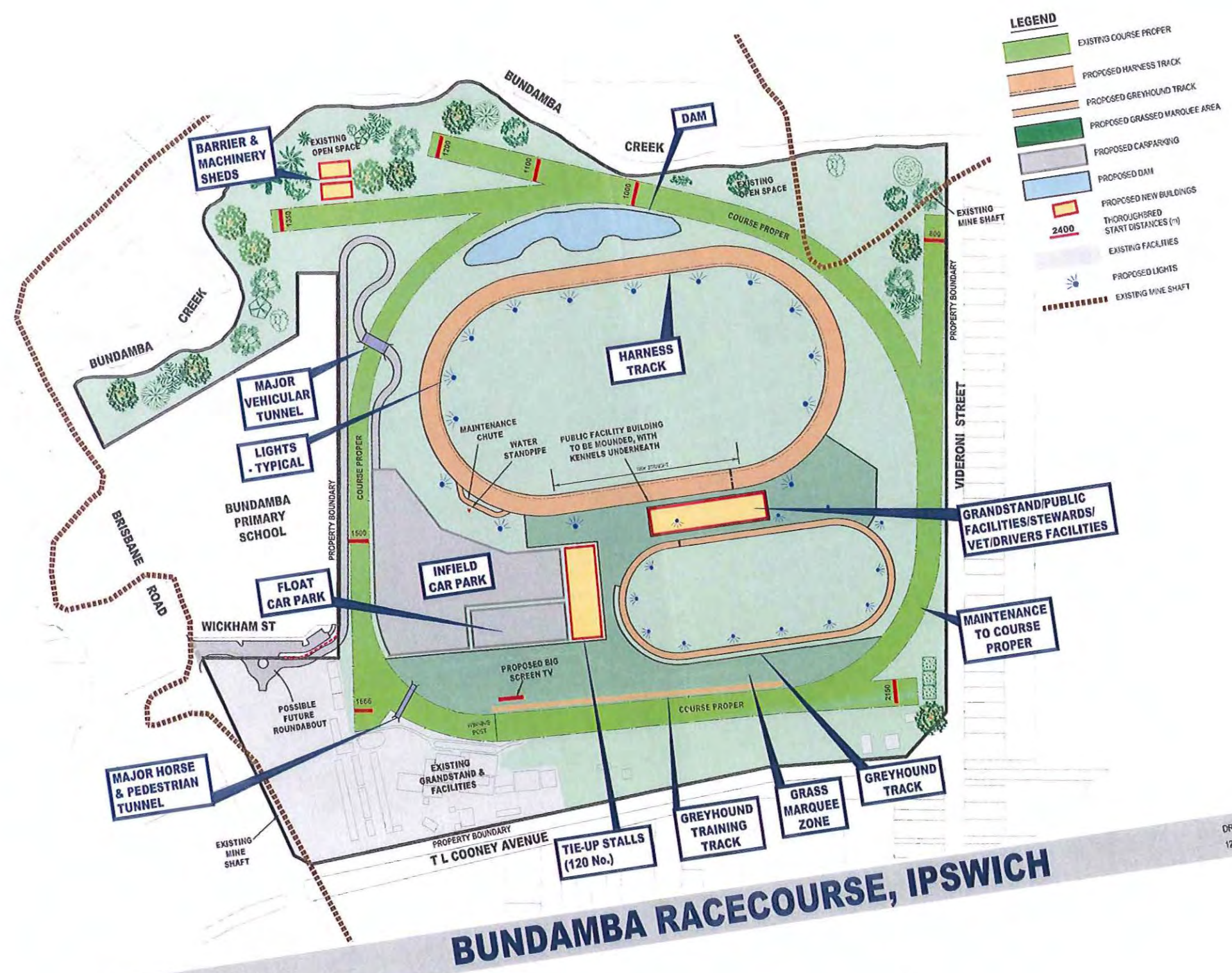
"BAT-15"



DEAGON RACECOURSE, DEAGON

DRAWING No. 0380-L03j
11 NOVEMBER 2010

"BAT-15"



BUNDAMBA RACECOURSE, IPSWICH

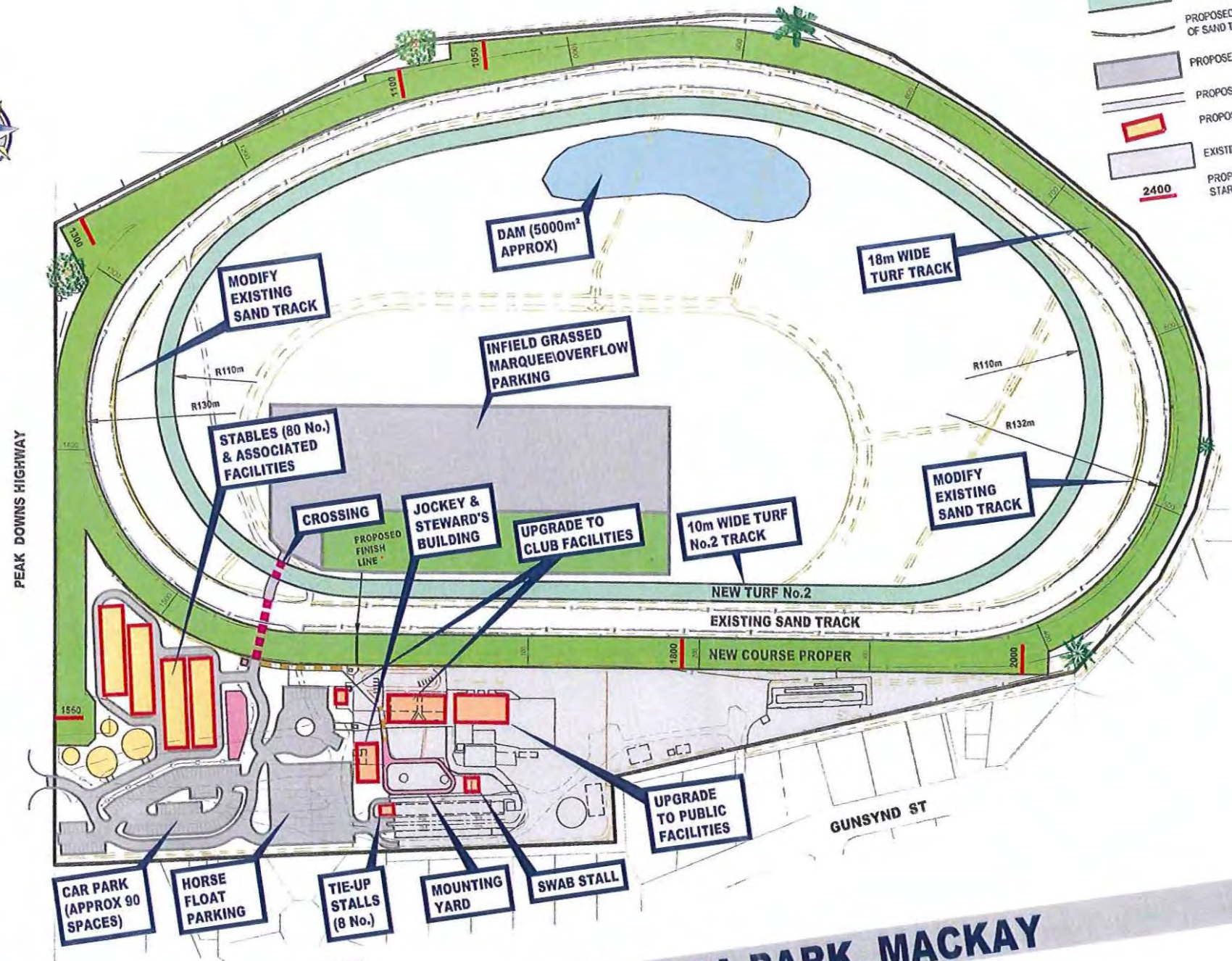
DRAWING No. 0591407g
12 NOVEMBER 2010



"BAT-15"

LEGEND

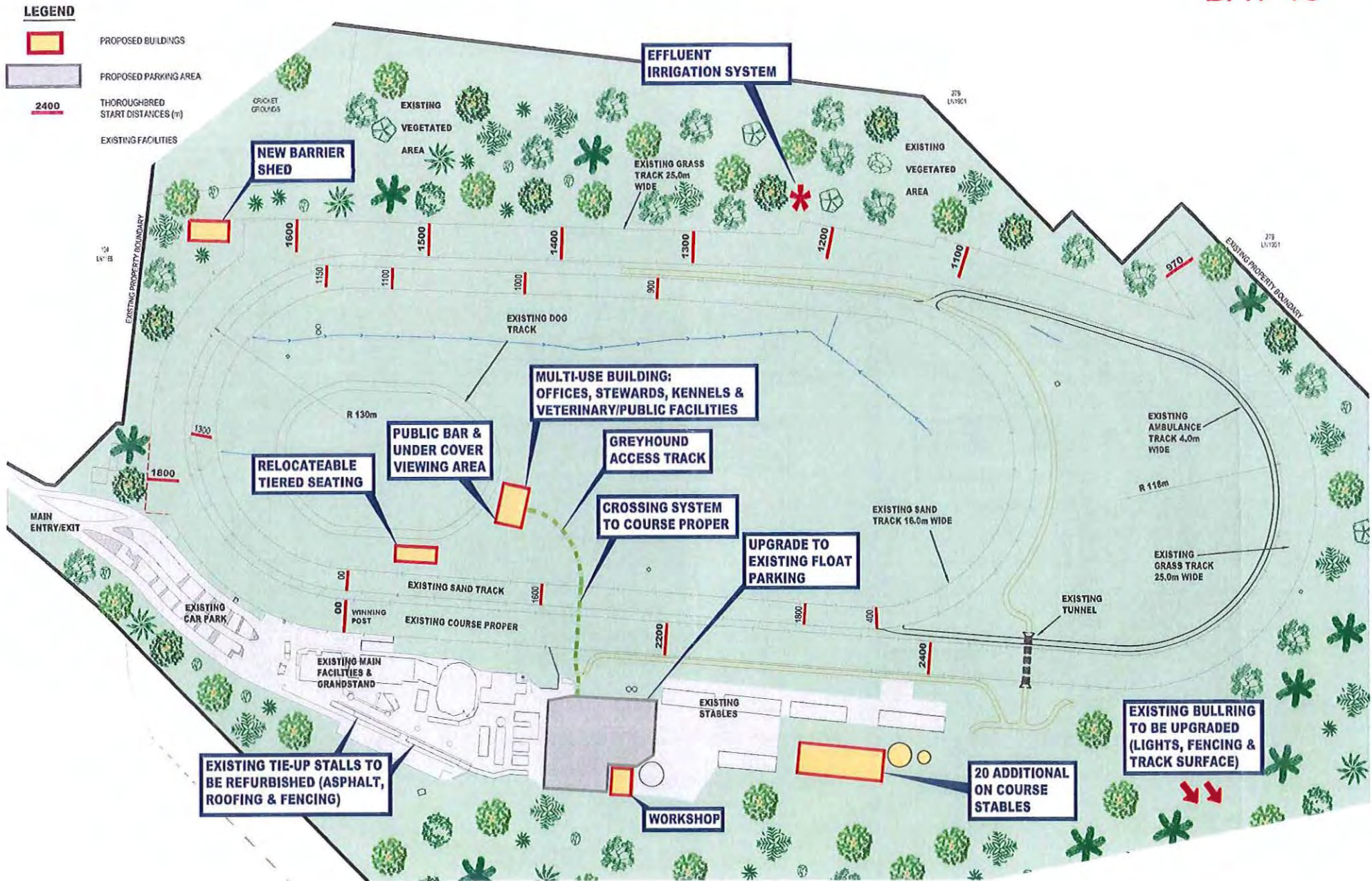
- PROPOSED 18m WIDE GRASS TRACK PROPER
- PROPOSED 10m WIDE GRASS TRACK No. 2
- PROPOSED WIDENING TO INSIDE OF SAND TRACK
- PROPOSED CAR PARKING
- PROPOSED NEW ROAD AREAS
- PROPOSED BUILDINGS
- EXISTING FACILITIES
- PROPOSED THOROUGHBRED START DISTANCES (m)



OORALEA PARK, MACKAY

DRAWING No 0560-L03g
8 OCTOBER 2010

"BAT-15"



CALLAGHAN PARK, ROCKHAMPTON

DRAWING No. 0373-L016
29 SEPTEMBER 2010

"BAT-15"

NOTE:
1. DETAILS OF THE PROPOSAL ON THIS DRAWING ARE PRELIMINARY ONLY AND MAY VARY WITH OUTCOMES FROM FURTHER INVESTIGATION, DETAILED DESIGN AND THE REQUIREMENTS OF STAKEHOLDERS/REGULATORY AUTHORITIES.
2. ALL DIMENSIONS DETAILED ON THIS DRAWING ARE APPROXIMATE ONLY.



SUMMARY OF PROPOSED WORKS

- UPGRADE TO PUBLIC FACILITIES
- REMEDIATION OF EXISTING TRAINING TRACKS
- UPGRADE TO MEMBERS FACILITIES

LEGEND

- EXISTING GRASS TRACK
- EXISTING WOODCHIP TRACK
- EXISTING SAND TRACK
- EXISTING DAM
- START DISTANCES (m)
- EXISTING FACILITIES



DRAWING No. 0432-L05c
15 SEPTEMBER 2010



CONTOUR
Consulting Engineers

CLIFFORD PARK, TOOWOOMBA



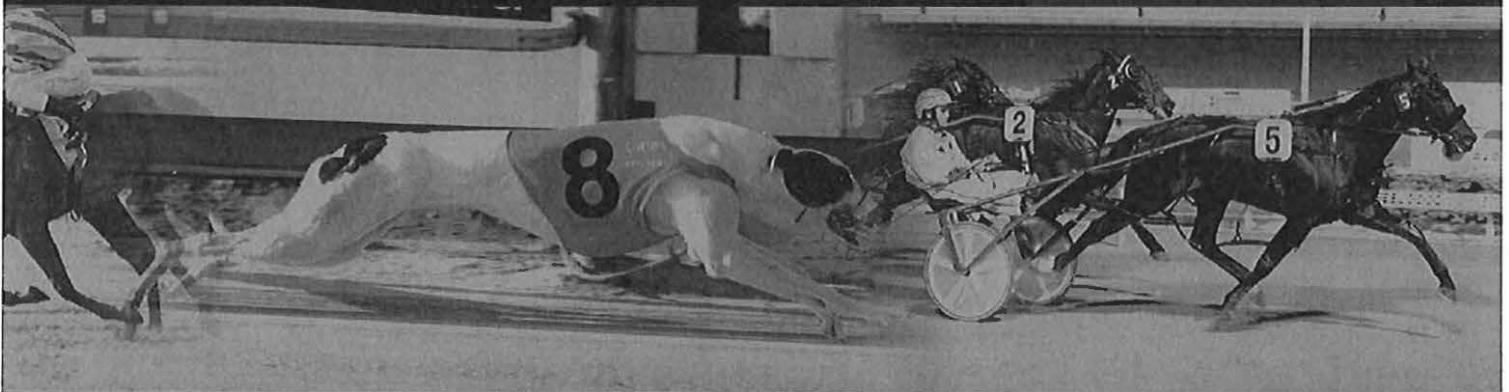
CLUDEN PARK RACECOURSE, TOWNSVILLE

DRAWING No. 0535-L01h
8 OCTOBER 2010

"BAT-16"



**INDUSTRY
INFRASTRUCTURE
PLAN**

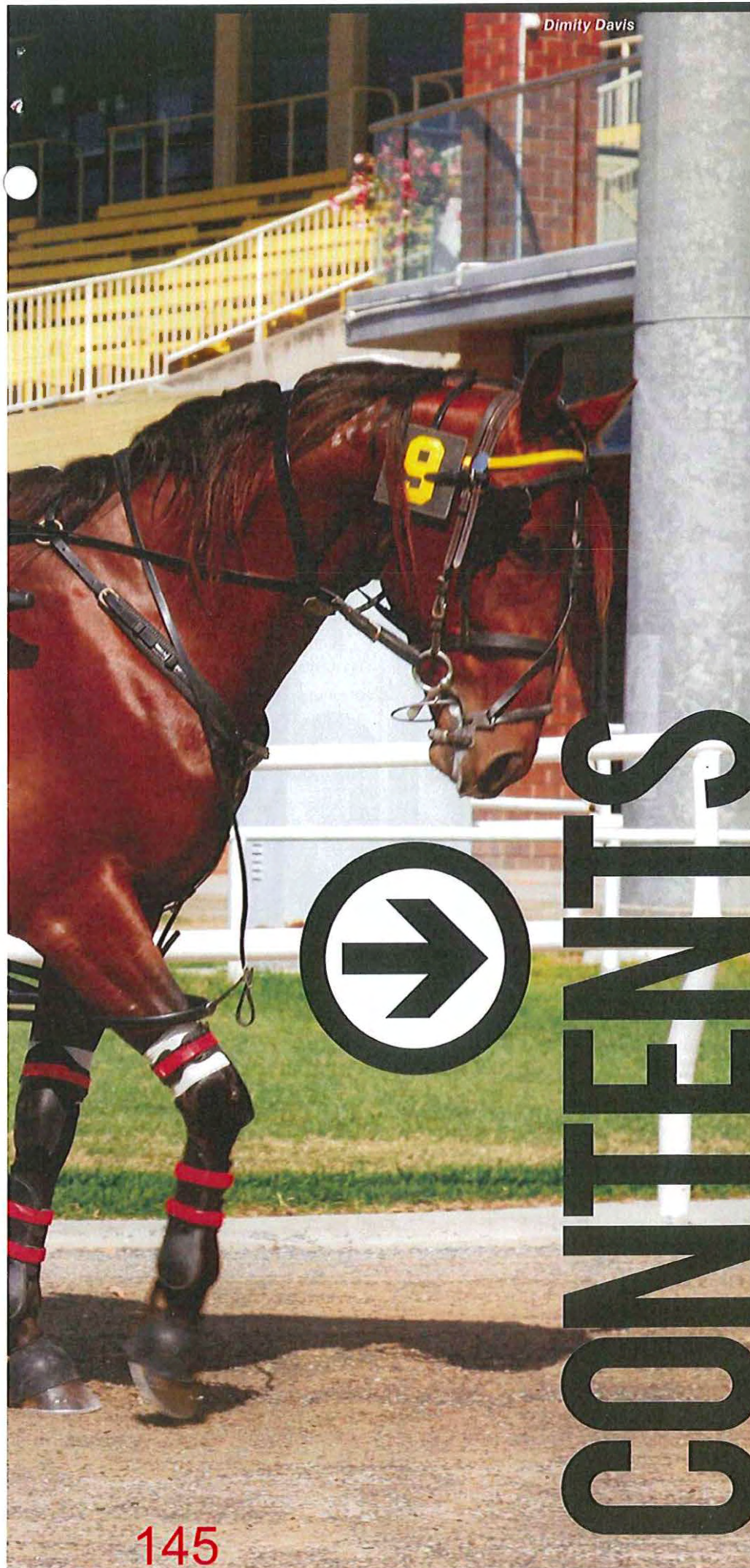


**RACING
QUEENSLAND**

Focusing On The Future

"BAT-16"





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"BAT-16"



INTRODUCTION

Racing Queensland Limited is the control body responsible for the administration of thoroughbred, harness and greyhound racing in Queensland. As part of its role, it is required to have regard for the wellbeing of the three codes of racing. A critical consideration for Racing Queensland Limited is the safety and standard of facilities used by the stakeholders within each of the three codes.

In the short time that Racing Queensland Limited has been in operation (since July 1, 2010) it has had the unique opportunity to look at the industry as a whole rather than a club by club or a code by code operation.

As part of the amalgamation of the three codes, Racing Queensland Limited has undertaken a review of all racing venues in order to make better use of the available land and facilities for the benefit of the whole industry and to secure the future of the three codes in Queensland.

The facts speak for themselves. Racecourses and public facilities across the State are in urgent need of repair; Occupational Health and Safety issues need to be addressed; and clubs are struggling with the downturn in attendances exacerbated by less than optimal facilities.

Doing nothing is not an option.

Business models operating in 2011 and beyond must address the needs of the industry participants and supporters.

End of financial year results of control bodies and TAB clubs across the codes over the past two years clearly demonstrate the need for urgent action.

Funding of the operations of the 143 clubs and venues and providing adequate prizemoney has left little funds in the past for facility upgrades.

This *Industry Infrastructure Plan* is about creating stability and sustainability.

The racing industry in Queensland is decentralised and the health of our major provincial clubs is the vital link in holding together the fabric of country racing.

A case in point is the iconic Cairns Amateurs, Far North Queensland's biggest event, which relies on a thriving Far North Queensland racing region for its survival.

This Plan is a blueprint for modernising racing in Queensland.

If implemented, the Plan would deliver an upgrade of facilities located in key provincial racing areas. The Board of Racing Queensland Limited has been mindful of the decentralised nature of the industry in Queensland so that benefits would be truly State-wide.

This Plan is predicated on maximising the use of venues, helping the industry grow and creating jobs for Queenslanders. The aim is to rejuvenate industry facilities and create modern infrastructure such as back to back greyhound and harness tracks.

Since the 1980s there has been a shift between the role of the individual race club and the role of the principal racing authority. Consequently, Racing Queensland Limited has taken on a greater role in terms of the vision and the strategic approach of the industry and, as part of this approach, developed the Plan to improve critical standards throughout the industry.

Racing Queensland Limited proposes to fund this Plan through a number of sources. The Queensland Government has committed to a 50% wagering tax redirection over four years to be provided to Racing Queensland Limited for capital investment within the industry. This equates to approximately \$80 million in funding over four years.

Following amalgamation, preliminary planning to secure all three codes of racing highlighted a significant funding shortfall to modernise the industry. This document highlights the major investments to be made in facilities throughout the State, should these additional funds be sourced.

Should this *Industry Infrastructure Plan* be implemented it would provide the single biggest capital injection the Queensland racing industry has ever witnessed.

Racing Queensland Limited would therefore seek a partnership agreement with each club where a development is proposed to ensure the industry, through Racing Queensland Limited, achieves equity as a result of the significant investment in its facilities. These partnership agreements would see Racing Queensland Limited run the racing side of the business, taking on all the associated costs. This would free up the clubs to increase their focus on member and public opportunities and drive revenue through non-race day activities, which would have greater

potential when facilities are upgraded.

Each section of this Plan discusses the relevant venue, and where applicable, provides a brief background, a rationale and development overview, a summary of proposed work (including an indication of the cost of works) and plans/artist impressions where available.

The content of the Plan is provided for information purposes and Racing Queensland Limited reserves its right to make any amendments to the Plan. Whilst reasonable care has been exercised in the preparation of all the material in the Plan, Racing Queensland Limited does not accept any liability to any person for the information contained herein.

The Plan acts as a blueprint for the revitalisation of all three codes for the benefit of the entire racing industry. If enacted, it has the potential to create hundreds of jobs across the state, particularly in regional Queensland, as some of the most functional and updated facilities in the country are established. This Plan would deliver quality facilities to regional and country Queensland as well as providing two state-of-the-art facilities for the greyhound and harness codes.

There is no doubt improvement and investment of this magnitude brings with it some inconvenience. Racing Queensland is committed to working closely with stakeholders to ensure wherever possible disruption is minimised should the proposed improvements be implemented. This is about individuals being able to place the interests of the racing industry as a whole above their own.

Support for the creation of new multi-use venues along with moves to make strategic use of other long-held facilities offer our best odds to ensure the three codes that make up the racing industry in Queensland not only survive, they thrive.

THE CASE FOR CHANGE

- Underutilised assets
- Ageing infrastructure
- Downturn in attendance
- Clubs struggling to maintain financial viability with substandard facilities

PLAN IS PREDICATED
MAXIMISING THE USE
VENUES, HELPING
INDUSTRY GROW
CREATING JOBS FOR
QUEENSLANDERS.



BACKGROUND

Deagon facility, located in the inner suburb of Brisbane, is approximately 16km from the CBD, consists of 33.6ha of land, which is currently used for the training of 10 thoroughbred racehorses. Racing Queensland Limited administration facility is also located on the same site. Deagon is currently zoned Sports and Recreation and it is envisaged that current zoning would remain.

RATIONALE AND DEVELOPMENT OVERVIEW

Currently, Deagon is an underutilised venue. Ideally positioned close to the Gateway Arterial and the Deagon Deviation Road, the facility offers convenient access and has significant potential.

In answer to the industry's call for a metropolitan standard facility for greyhound and harness codes, Racing Queensland Limited envisions Deagon as the best site to deliver modern racing and training facilities for the greyhound and harness codes while still maintaining maximum greenspace.

The proposed greyhound and harness public amenity would consist of a back-to-back structure so that the greyhound racing tracks are not located inside of the harness racing track, as is the case at Albion Park. While the public facilities for greyhound and harness racing would be a back-to-back facility and colocated, the tracks would retain their own

identity with first-class viewing of the racing available for both codes.

A purpose built track for greyhound and harness will have benefits for both. Training and trialling can be undertaken by both codes at the same time alleviating the need for greyhounds to conduct trials after race meetings late into the night.

For harness, a 1400 metre track would give the local industry great encouragement in regard to the sustainability of the sport into the future. This size track offers diversity, enables better coverage opportunities and provides an improved wagering product.

This transition of Deagon also proposes the relocation of the Racing Science Centre and an extension of the existing administration facilities to expand industry training and rehabilitation.

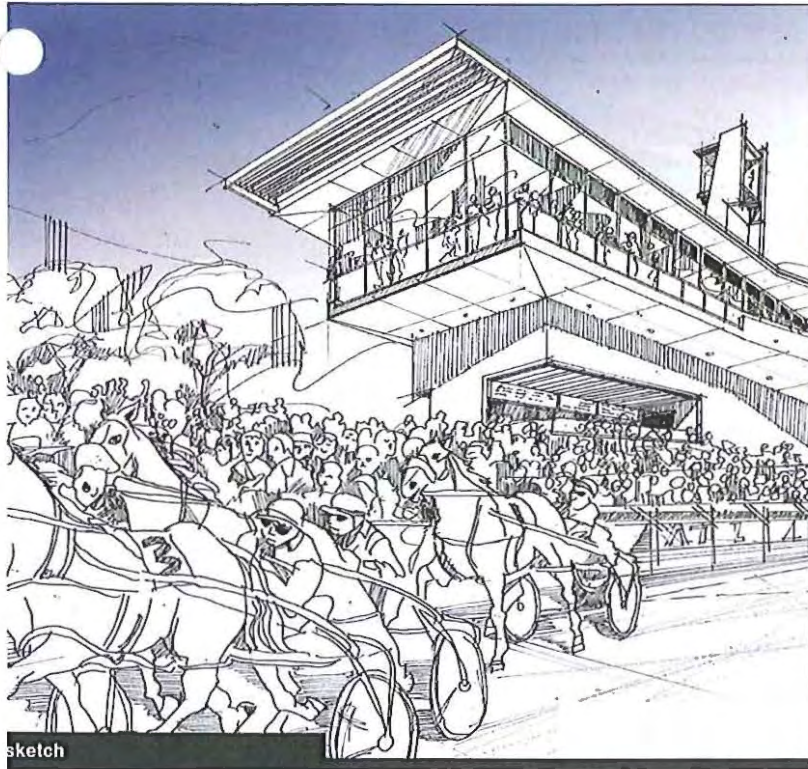
However, forward planning at this location must make reasonable

provision for possible land resumption by Main Roads for future road works. When this possibility was factored into the planning, it was determined that there would be insufficient room for thoroughbred training to continue at Deagon.

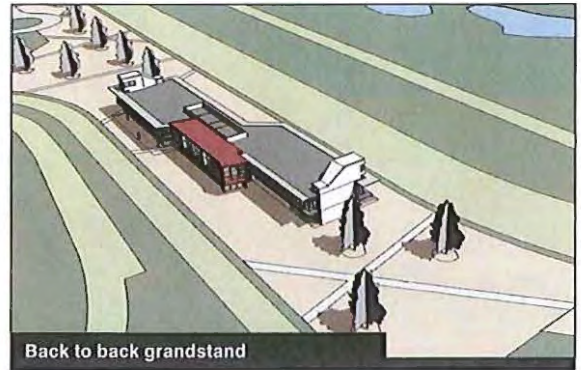
Should this development proposal proceed, Racing Queensland Limited would work closely with thoroughbred participants to transition to alternative training facilities. It is envisaged that thoroughbred training would continue at Deagon until the start of construction.

Racing Queensland Limited would also work with the local community to ensure any enhancement to the facility was delivered with minimum impact and inconvenience. Ultimately such a precinct would be a thriving, dynamic addition to the Deagon landscape providing jobs and a new community entertainment facility, while maintaining an attractive open landscape area.

/ARTIST IMPRESSIONS



sketch



Back to back grandstand



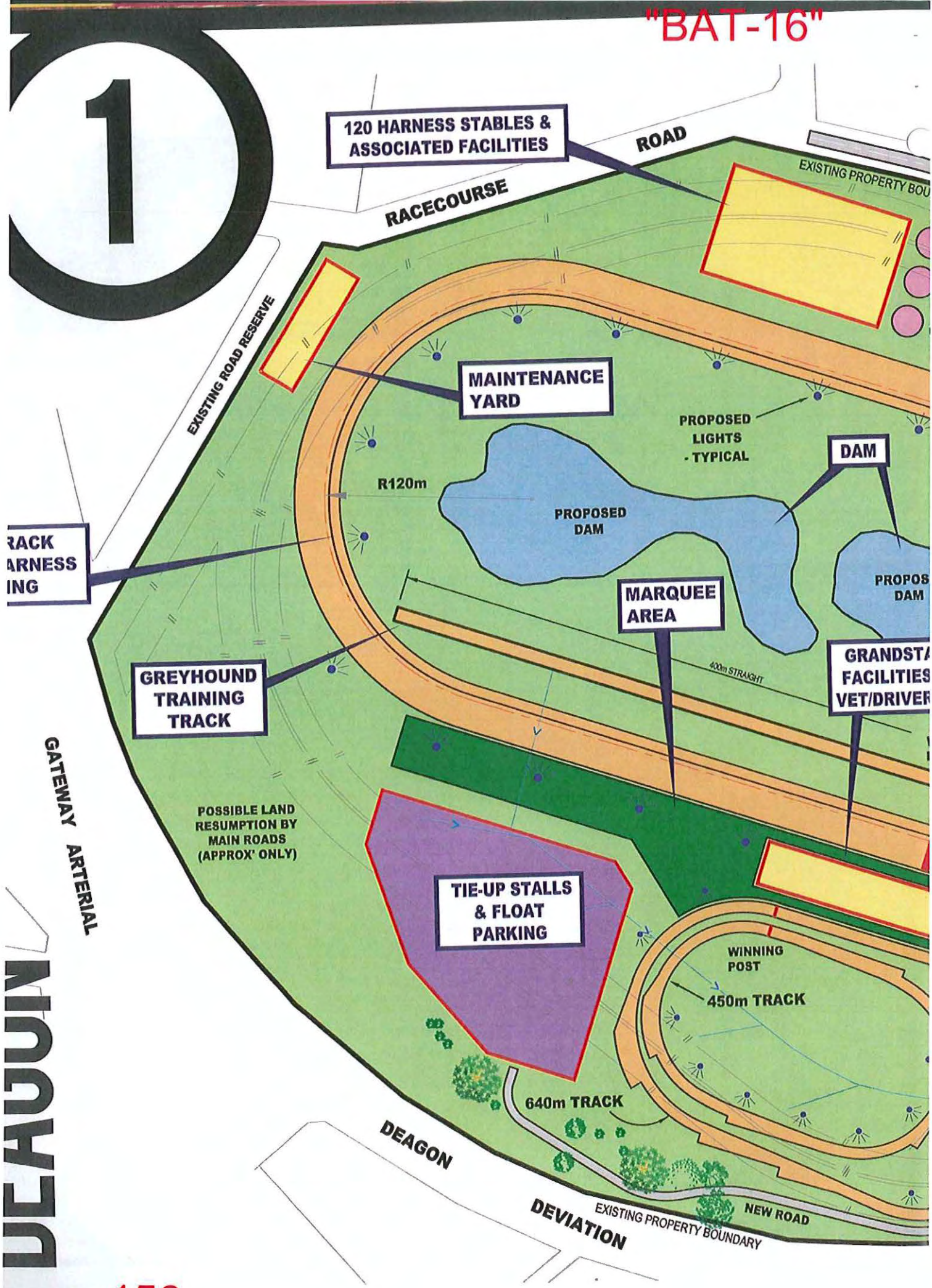
Main building entry



IDEALLY POSITIONED CLOSE TO THE GATEWAY ARTERIAL AND THE DEAGON DEVIATION ROAD, THE FACILITY OFFERS CONVENIENT ACCESS AND HAS SIGNIFICANT POTENTIAL.

function building

1

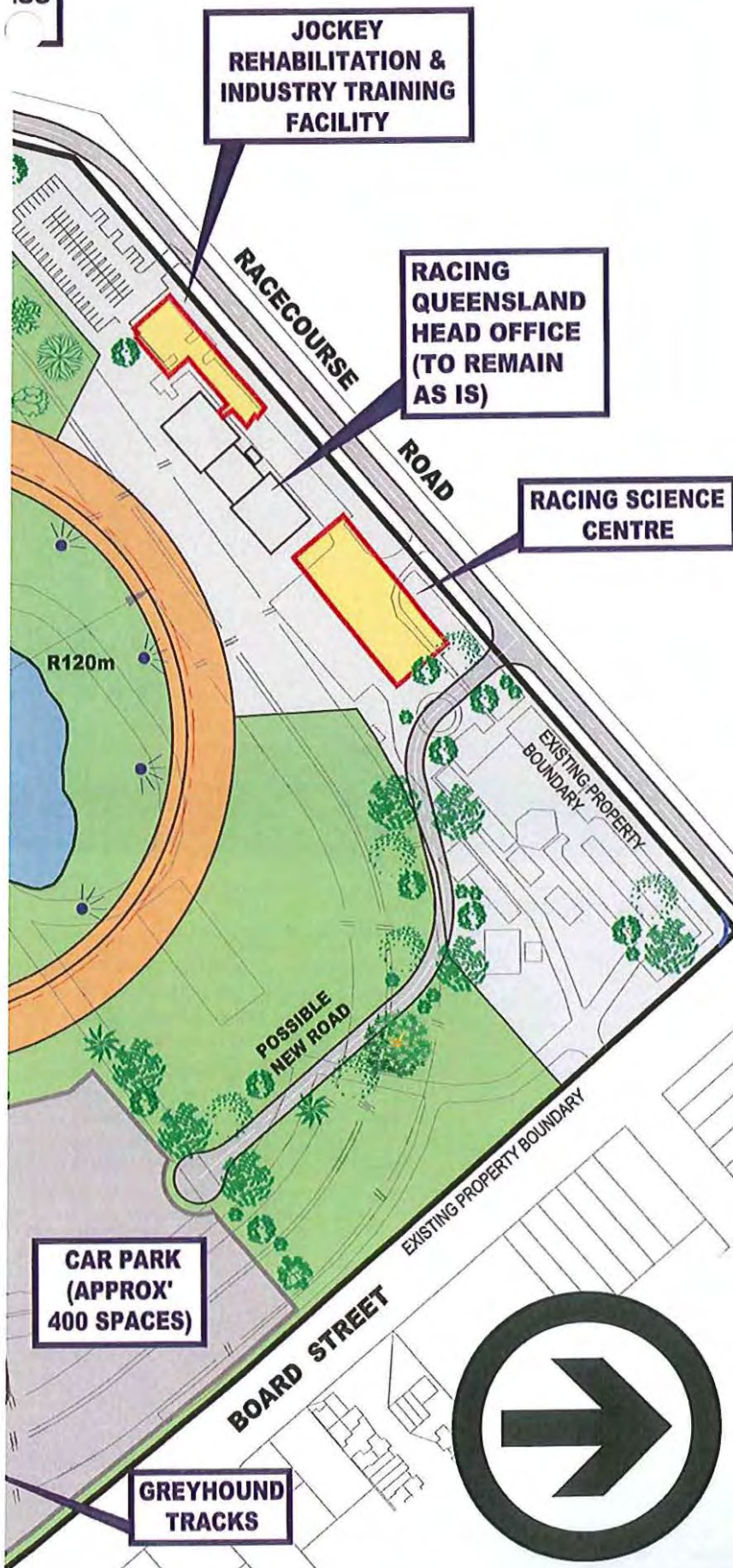


RACK
HARNESS
ING

GATEWAY ARTERIAL

1111111111

SS



SUMMARY OF PROPOSED WORK

Based on the concept design information the following infrastructure/works are proposed at an approximate cost of \$58 million.

- 1400m long x 20m wide harness track (lit)
- 640m long x 6.5m wide greyhound track (lit)
- 445m long x 7m wide greyhound track (lit)
- straight greyhound training track
- public facilities
- kennels
- racing science centre
- jockey rehabilitation and industry training facility
- greyhound adoption rehabilitation facility
- 400 carparks
- 120 harness stables and associated facilities
- 120 tie up stalls
- stormwater retention and reuse
- new internal roads
- grassed marquee area
- float parking

LEGEND

- PROPOSED 20m WIDE HARNESS TRACK
- PROPOSED 7m WIDE GREYHOUND RACE TRACKS
- NEW ROAD OR POSSIBLE UPGRADE TO EXISTING
- PROPOSED TRACK LIGHTING
- PROPOSED TIE-UP STALLS & FLOAT PARKING
- PROPOSED CAR PARK
- PROPOSED BUILDINGS



"BAT-16"

2

GOLD COAST

BACKGROUND

The Gold Coast Turf Club conducts 58 thoroughbred TAB race meetings annually at the Bundall facility, which is located approximately 80km from Brisbane and consists of 44.5ha of land. Bundall accommodates the training of more than 600 racehorses daily, making it the biggest training facility in Queensland.

RATIONALE AND DEVELOPMENT OVERVIEW

Just five minutes from Surfers Paradise, the Gold Coast Turf Club has the potential to be a major drawcard for tourists. However, the Club does not have the existing amenities in place to capitalise on the attractiveness associated with attending race meetings in such a glamorous, iconic Queensland location. The racing and training facilities are in need of a significant upgrade, taking the racing facility to metropolitan standard. This in turn would increase the exposure of the Gold Coast both nationally and internationally.

Upgrading training facilities would stem the flow of high quality and high priced horses being relocated to southern trainers. The upgrade would greatly advantage the Gold Coast as it would not suffer the current situation of Gold Coast owners taking horses to southern trainers because of the sub-standard training facilities.

The Gold Coast Turf Club is positioned as the main provincial thoroughbred race club conducting meetings on the majority of Saturdays each year. In addition to its provincial status, the Club also conducts three metropolitan race meetings throughout the year with the pre-eminent race meetings being the Magic Millions, held in January, and the Prime Minister's Cup conducted at the beginning of the Queensland Winter Racing Carnival, in May.

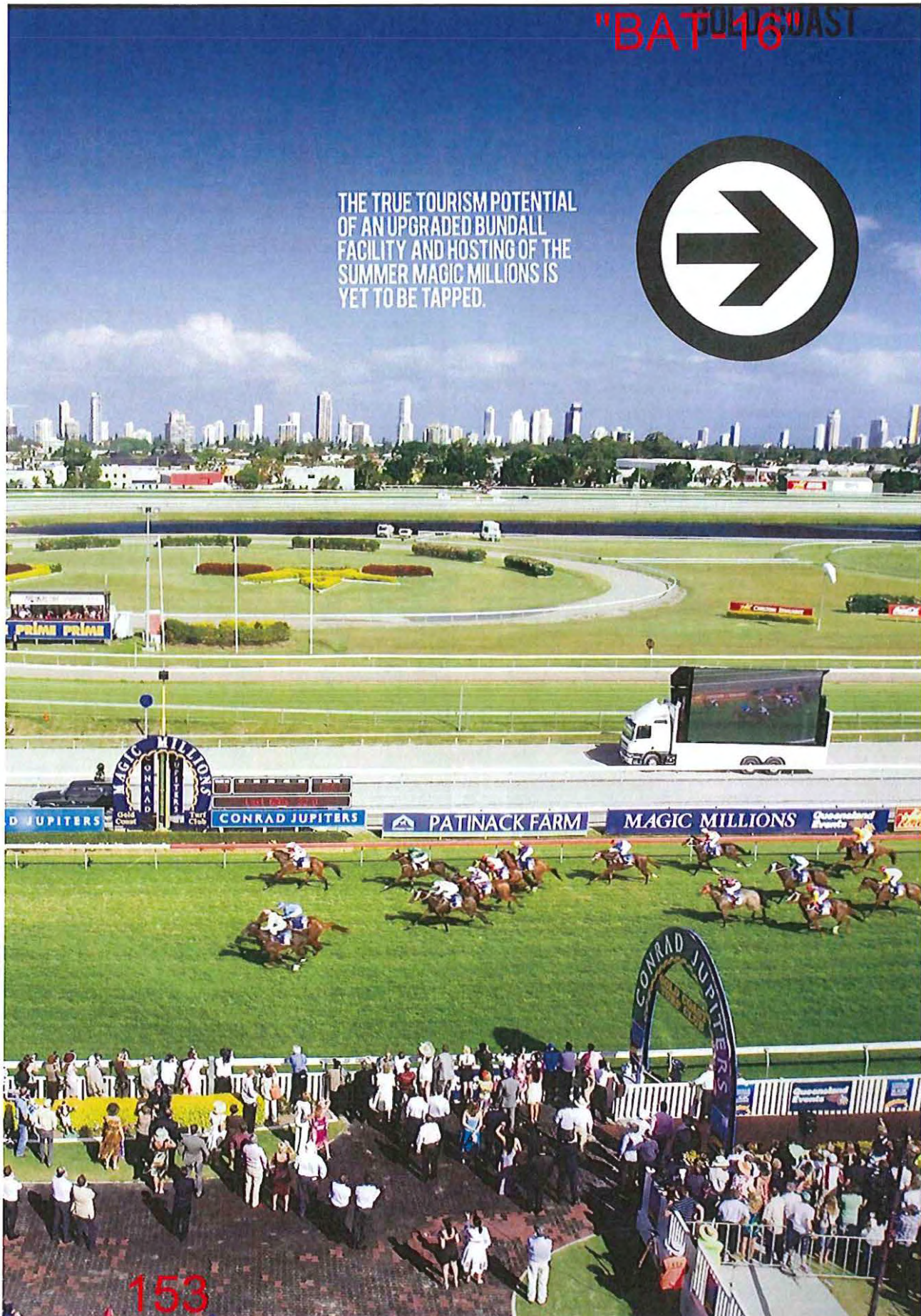
The Gold Coast Turf Club, in hosting the Magic Millions, already commands a significant profile. The recently announced long term contract between the owners of Magic Millions and Queensland Events, coupled with the upgrade to the track and facilities envisioned in this Plan, would further enhance racing on the Gold Coast and significantly

increase its overseas appeal. The true tourism potential of an upgraded Bundall facility and hosting of the summer Magic Millions is yet to be tapped.

Although significant works are planned for the Bundall site, Racing Queensland Limited is in the process of developing a schedule designed to minimise the impact on racing and training activities at the venue.

"BAT-16"

THE TRUE TOURISM POTENTIAL
OF AN UPGRADED BUNDALL
FACILITY AND HOSTING OF THE
SUMMER MAGIC MILLIONS IS
YET TO BE TAPPED.



"BAT-16"

EXIS' BARRIE

UPTON ST

10m WIDE SAND TRACK

STORMWATER DRAINAGE INFRASTRUCTURE

18m WIDE TURF No.2 TRACK

RAMP

HORSE TUNNEL

16m WIDE SYNTHETIC TRACK

EXISTING TRACK CROSSING

MARQUEE & GRASSED OVERFLOW CARPARK

RAMP

RAMP

TIE-UP STALLS TO BE MODIFIED TO SUIT NEW 1800m START

POSSIBLE RELOCATION OF EXISTING MOUNTING YARD

EXISTING "DOME" TO BE REPLACED WITH NEW MEMBERS' FACILITY

EXISTING CLUB FACILITIES

RAMP

EXISTING PARKING FACILITIES

MAJOR PEDES' VEHIC

RAMP

PROVISION FOR MA MILLIONS MARQUE

ENTRY UPGRADE

INTERNAL ROAD AND CARPARK UPGRADE

2

CANAL

CROMBIE AVE

COURSE PROPER

SYNTHETIC TRA

GRASS TRACK 2

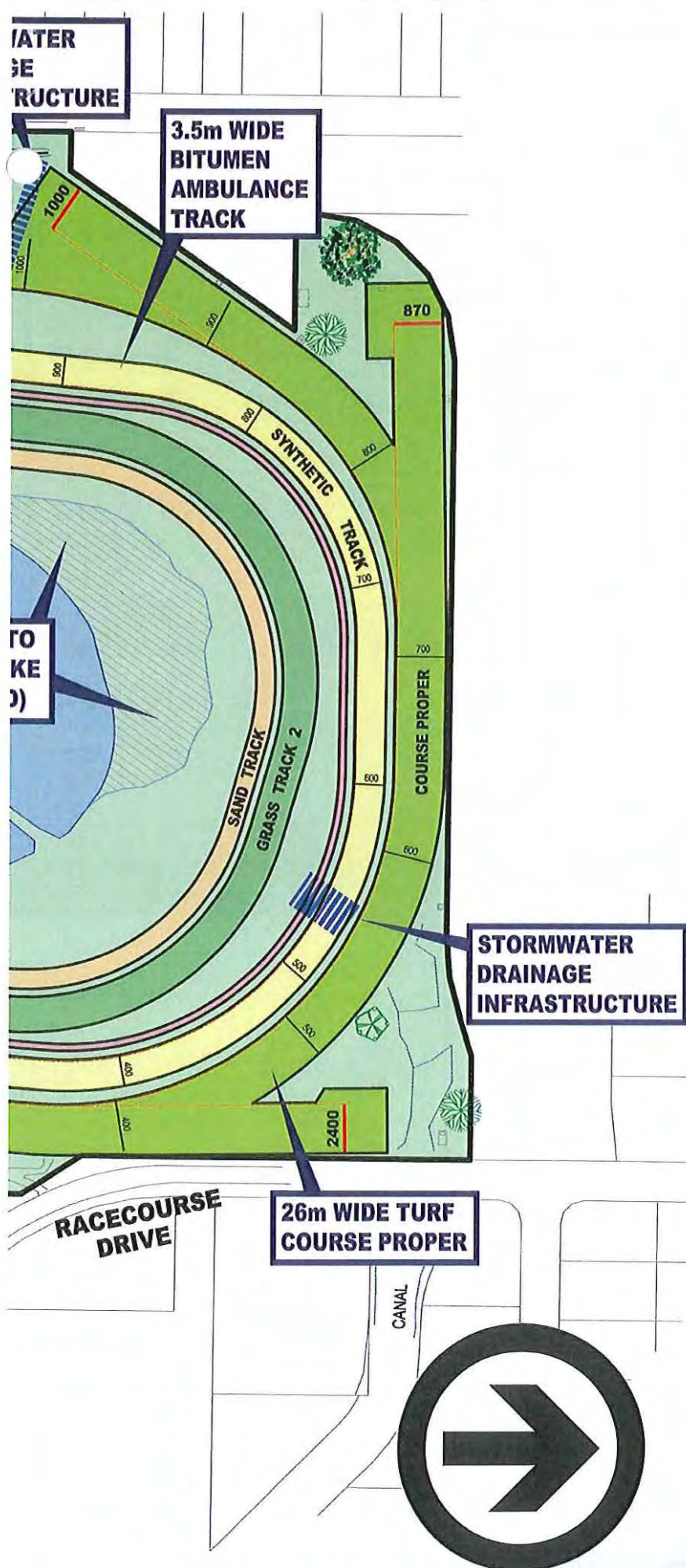
SAND TRACK

TRACK

SAND TRACK

GRASS TRACK 2

COUR



SUMMARY OF PROPOSED WORK

Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$49 million.

- 1870m long x 26m wide course proper
- 1730m long x 16m wide synthetic track
- 1524m long x 18m wide turf track no. 2
- 1435m long x 10m wide sand track
- ambulance and access road
- stormwater drainage infrastructure
- stormwater retention and reuse
- major horse, pedestrian and vehicular tunnels
- entry upgrade
- relocation of mounting yard
- equine pool
- infield marquee area and grassed overflow car park
- members facilities
- extension to lake (if required)
- extension to existing public facilities building
- provision for the Magic Millions marquee
- internal road and car park upgrade

LEGEND

- PROPOSED 26m WIDE GRASS TRACK PROPER
- PROPOSED AMBULANCE TRACK
- PROPOSED 16m WIDE SYNTHETIC SAND TRACK
- PROPOSED 18m GRASS TRACK No 2
- PROPOSED SAND TRACK
- PROPOSED TUNNEL
- POSSIBLE DAM EXTENSION
- PROPOSED MARQUEE & GRASS OVERFLOW CARPARK
- MAJOR DRAINAGE WORKS
- PROPOSED STRUCTURES
- EXISTING FACILITIES



"BAT-16"

3

BEAUDESERT

BACKGROUND

The Beaudesert Race Club conducts eight thoroughbred racing TAB race meetings annually and is a major training facility with approximately 200 horses in work at the time of the audit. Beaudesert is centrally located approximately 70km from Brisbane, approximately 100km from the Gold Coast and Ipswich, and consists of 33.5ha of land.

RATIONALE AND DEVELOPMENT OVERVIEW

Racing Queensland Limited envisions that the Beaudesert facility provides an opportunity to establish a quality training facility in a popular equine area. As an upgraded training facility, Beaudesert has the capacity to provide increased starters to the Gold Coast, Ipswich, Doomben and Eagle Farm racecourses.

The level of equine activity in the Beaudesert region, coupled with the population growth in the area, highlights the opportunity that exists for an upgraded amenity at Beaudesert. The two new cities, Greater Flagstone and Yarrabilba are scheduled for development as part of the region.

In addition to an upgrade of the training facilities, it is proposed that the public racing facility would also be upgraded with the existing historical grandstand being showcased as part of the redevelopment. With future

TAB meetings proposed to be conducted at the upgraded facility, an opportunity exists to showcase quality racing with a country atmosphere.

A development along these lines would create an opportunity for the local community to market the Beaudesert experience as a true taste of the colour and excitement of Queensland country racing, right on the capital city doorstep.

Subsequent to the upgrade of the facility, Beaudesert is expected to be able to accommodate the training of between 300 and 350 horses.

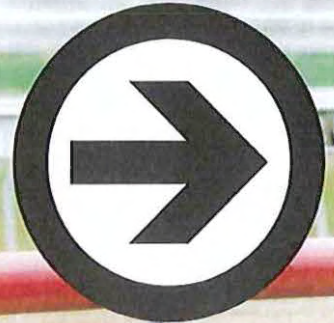
Racing Queensland Limited is in the process of developing a works schedule that minimises the impact on training activities at the site. During any closure of training facilities at Beaudesert, Racing Queensland Limited would work with stakeholders to enable access to alternative facilities.

WITH FUTURE TAB MEETINGS PROPOSED TO BE CONDUCTED AT THE UPGRADED FACILITY, AN OPPORTUNITY EXISTS TO SHOWCASE QUALITY RACING WITH A COUNTRY ATMOSPHERE.

"BAT 16" BEAU DESERT



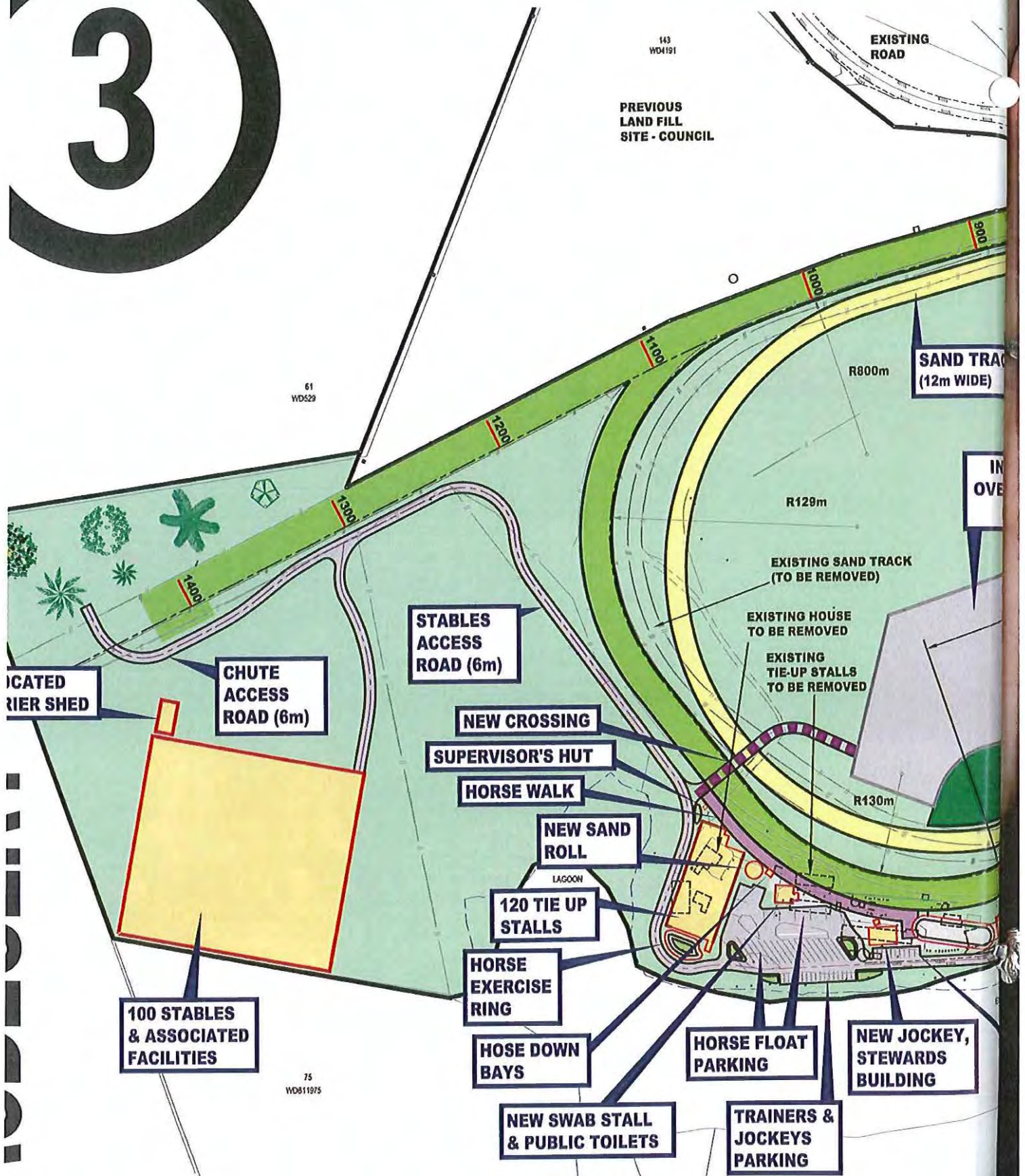
Photography

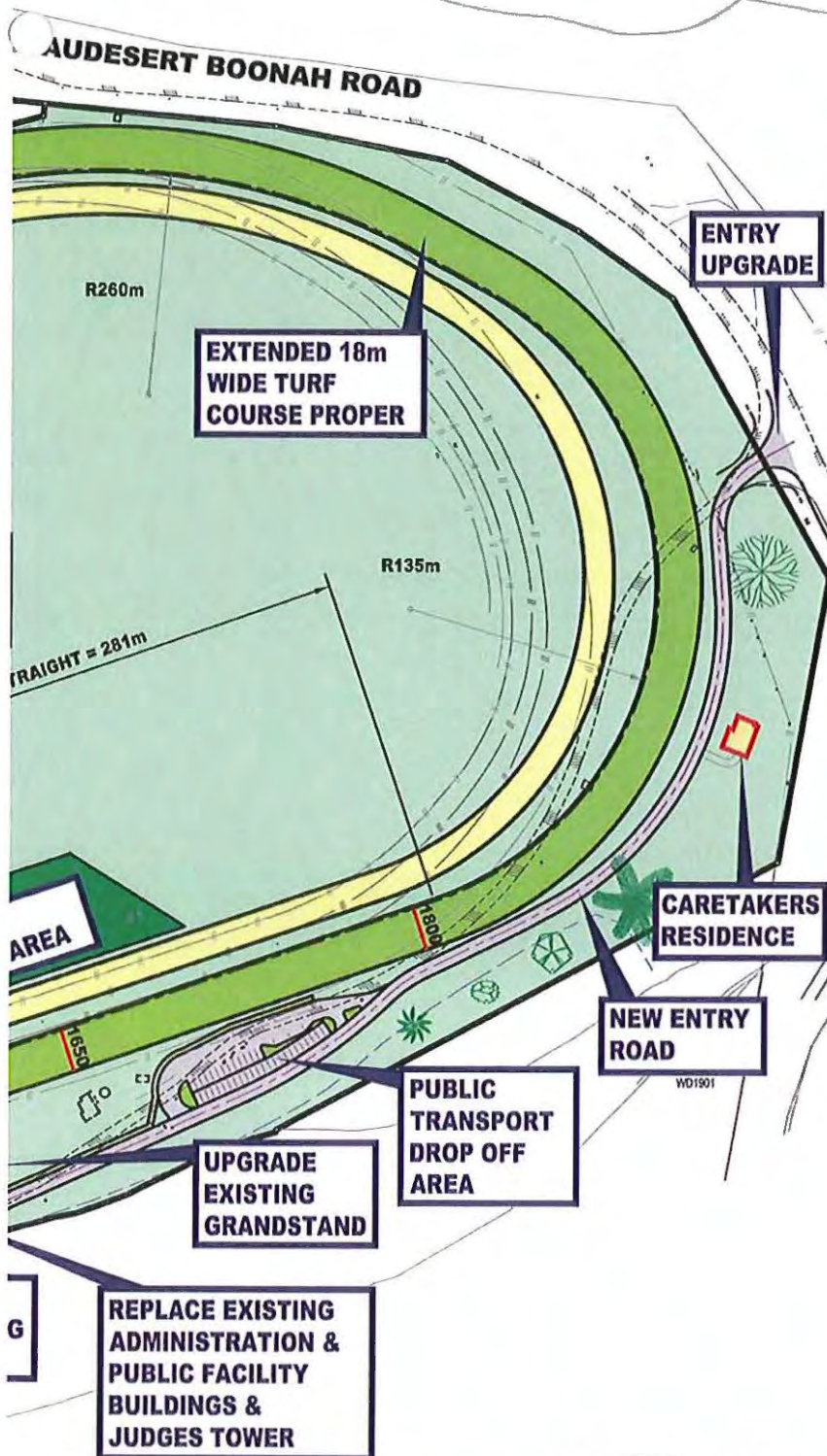


Photography

157

3





SUMMARY OF PROPOSED WORK

Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$24 million.

- 1500m long x 18m wide turf track
- 1350m long x 12m wide sand track
- horse float and car parking bays
- infield car park (grassed)
- entry upgrade
- relocation of stewards towers
- stables complex
- jockey & stewards facilities
- public facilities upgrade
- public transport drop off area
- flood mitigation works
- stormwater retention and reuse
- new judges tower
- new tie up stalls
- swab stalls
- upgrade existing grandstand
- public marquee and corporate areas
- relocation of mounting yard
- new track crossing

LEGEND

- PROPOSED 18m WIDE GRASS TRACK PROPER
- PROPOSED 12m WIDE SAND TRACK
- PROPOSED NEW ROAD
- PROPOSED CROSSING
- PROPOSED BUILDINGS
- PROPOSED PARKING
- EXISTING BARRIER RAIL (OR FENCE)





"BAT-16"

4

IPSWICH

BACKGROUND

The Ipswich Turf Club conducts 51 thoroughbred TAB race meetings annually at the Bundamba facility, which is located approximately 40km from Brisbane and 100km from Toowoomba. Bundamba consists of 44.2ha of land and is currently used for the training and racing of thoroughbred racehorses.

RATIONALE AND DEVELOPMENT OVERVIEW

The showcase event conducted by the Ipswich Turf Club is the Ipswich Cup as part of the Queensland Winter Racing Carnival. The Cup meeting attracts in excess of 20,000 people annually. Currently there are only a small number of horses in work at Bundamba, which highlights its lack of use as a thoroughbred training facility. Therefore, it is proposed that training of thoroughbreds at Bundamba would not continue post development.

The Ipswich Greyhound Racing Club, located at the showgrounds, conducts 104 TAB race meetings annually and these meetings are conducted under an arrangement with the Ipswich Show Society. Harness racing in the area is limited to non-TAB race meetings run at nearby Marburg.

The Ipswich facility is located conveniently for the biggest populations of greyhound and harness animals in an area of dramatic

forecasted population expansion.

It is proposed that three codes of racing be accommodated at Bundamba with the Marburg facility being retained as a non-TAB harness venue. The completion of the proposed upgrade at Bundamba would see the facility host in excess of 300 thoroughbred, harness and greyhound meetings annually making it one of the most utilised venues in Australia.

This level of use, in conjunction with the rapid population growth forecast for the Western Corridor, positions this venue well to leverage these opportunities. The proposed facility would provide a much needed venue for the community to use.

THE IPSWICH FACILITY IS CONVENIENTLY LOCATED FOR THE BIGGEST POPULATIONS OF GREYHOUND AND HARNESS ANIMALS IN AN AREA OF DRAMATIC FORECASTED POPULATION EXPANSION.

"BAT-16" SWICH



4

BARRIER & MACHINERY SHEDS

EXISTING OPEN SPACE

BUNDAMBA

BUNDAMBA CREEK

MAJOR VEHICULAR TUNNEL

MAINTENANCE CHUTE

WATER STANDPIPE

BUNDAMBA PRIMARY SCHOOL

PROPERTY BOUNDARY

COURSE PROPER

BRISBANE ROAD

FLOAT CAR PARK

INFIELD CAR PARK

WICKHAM ST

POSSIBLE FUTURE ROUNDABOUT

PROPOSED BIG SCREEN TV

MAJOR HORSE & PEDESTRIAN TUNNEL

WINNING POST

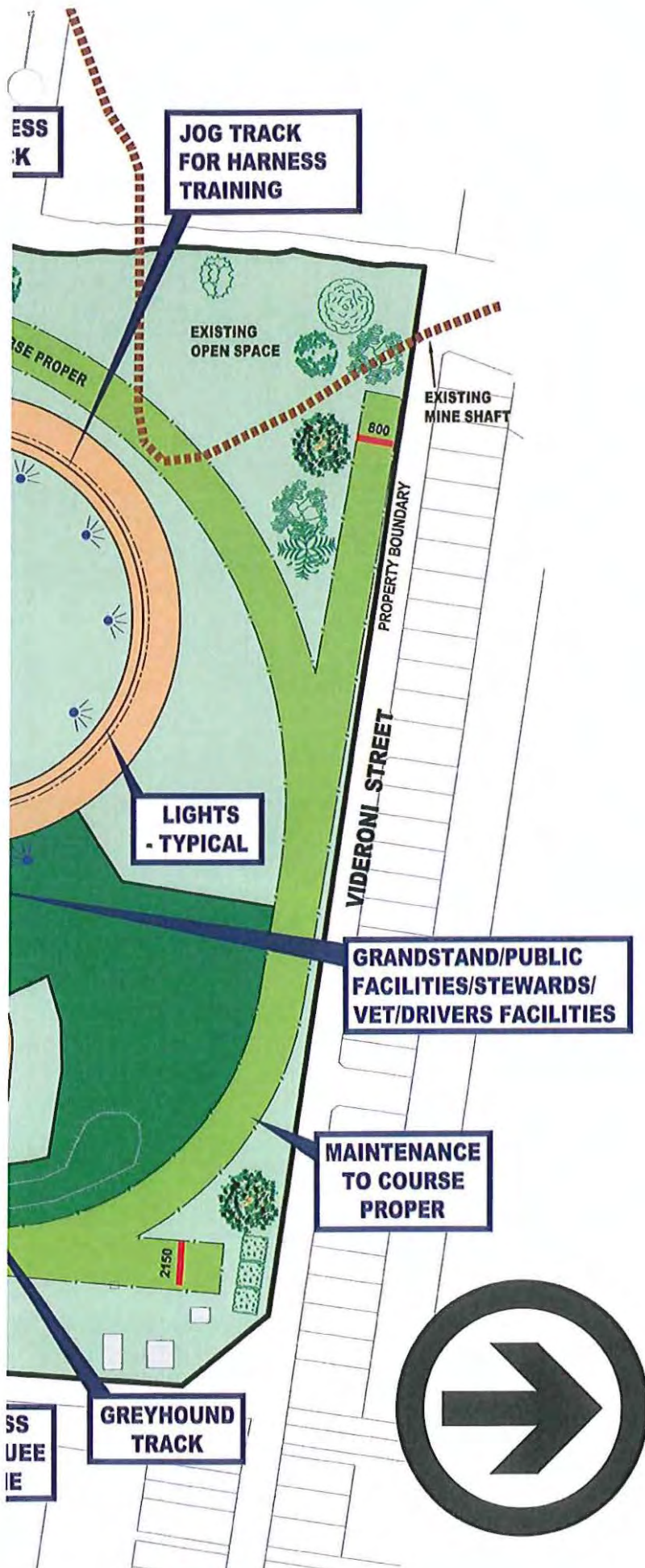
EXISTING GRANDSTAND & FACILITIES

EXISTING MINE SHAFT

PROPERTY BOUNDARY
T L COONEY AVENUE

TIE-UP STALLS
(120 No.)

UNIMAC



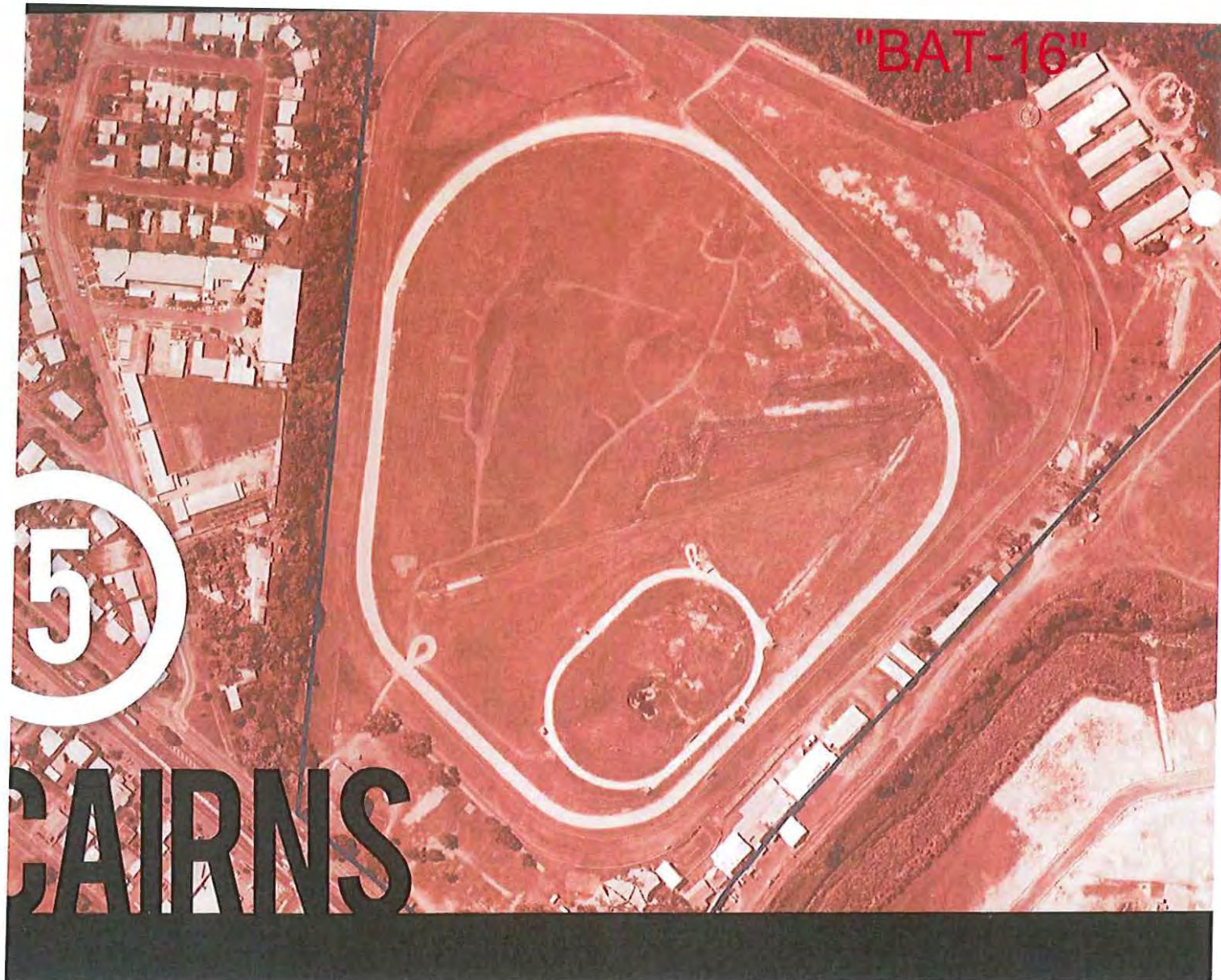
SUMMARY OF PROPOSED WORK

Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$30 million.

- 1000m long x 20m wide harness track (lit)
- 445m long x 7m wide greyhound track (lit)
- straight greyhound training track
- maintenance to course proper
- tie up stalls
- major horse, pedestrian and vehicular tunnels
- internal roads and car parking
- multi functional public facilities building
- dam
- grassed marquee areas
- barrier & machinery sheds
- entry upgrade
- parade rings
- kennels

LEGEND

- EXISTING COURSE PROPER
- PROPOSED HARNESS TRACK
- PROPOSED GREYHOUND TRACK
- PROPOSED GRASSED MARQUEE AREA
- PROPOSED CARPARKING
- PROPOSED DAM
- PROPOSED NEW BUILDINGS
- 2400 THOROUGHBRED START DISTANCES (m)
- EXISTING FACILITIES
- PROPOSED LIGHTS
- EXISTING MINE SHAFT



BACKGROUND

Cannon Park facility is located approximately 350km from Townsville and 1700km from Brisbane and consists of 42.9ha of land. Ten non-TAB and four TAB thoroughbred race meetings are conducted by the Cairns Jockey Club and the Cairns Amateurs Cannon Park. There are approximately 90 horses in work at the facility. In addition, there are approximately 33 greyhound non-TAB race meetings conducted at Cannon Park.

RATIONALE AND DEVELOPMENT OVERVIEW

Cairns is the focal point of racing in Far North Queensland and is pivotal to the survival and success of the area. Cairns also has an interlocking relationship with the racing populations of Townsville and Mackay. If racing is to survive in the North, there must be recognition of the role Cairns, Townsville and Mackay have on the stability of the area.

Cannon Park is home to the well known Cairns Amateurs Racing Carnival which began as a small meeting in 1959 to bring city and country together and has grown to become the biggest event in North Queensland, attracting a large number of visitors from across Australia.

The proposed upgrade of the thoroughbred infrastructure would allow the facility to host more meetings covered by both the TAB and Sky Racing. The Far North's

premier event, the Cairns Amateurs Racing Carnival, would benefit substantially as a result of the proposed upgrade.

The course proper at Cannon Park requires urgent attention and an upgrade to the existing stables would encourage increased investment in the thoroughbred and greyhound racing industry in Far North Queensland.

The Cairns greyhound industry was provided a lifeline by Racing Queensland Limited in August 2010 when a show cause notice issued by Greyhounds Queensland Limited was rescinded by the Board of Racing Queensland Limited. The Cairns greyhound community's fortunes are set to further improve with Racing Queensland Limited providing an allocation of funds to non-TAB greyhound facilities to ensure stakeholders have access to optimal facilities.

THE FAR NORTH'S PREMIER EVENT THE CAIRNS AMATEURS RACING CARNIVAL WOULD BENEFIT SUBSTANTIALLY AS A RESULT OF THE PROPOSED UPGRADE.



Fashion - Cairns Amateurs

5

ISHMAEL ROAD

BRUCE HIGHWAY

WINING

EXISTING PROPERTY BOUNDARY

1200

1500

TOOGOOD ROAD

BRUCE HIGHWAY

EXISTING PROPERTY

EXISTING SAND
TRAINING
TRACK

EXISTING TURF TRACK
TO HAVE IMPROVED
SURFACE DRAINAGE &
IRRIGATION

EXISTING
GREYHOUND
TRACK

WINNING
POST




SUMMARY OF PROPOSED WORK

Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$6 million.

- upgrade of course proper including drainage and irrigation
- upgrade to existing stables
- major upgrade of existing utility services
- upgrade to greyhound infrastructure



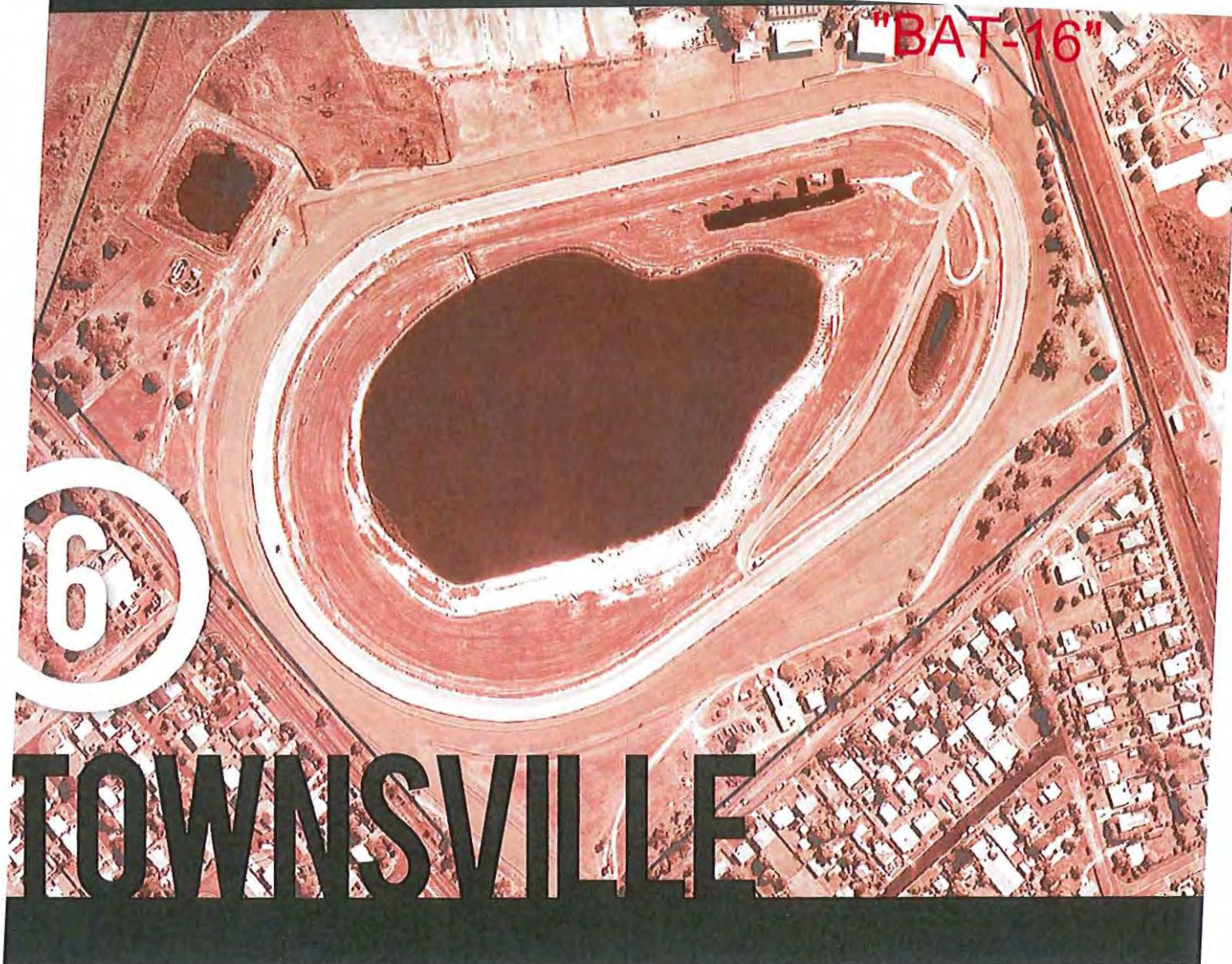
LEGEND

-  EXISTING COURSE PROPER
-  THOROUGHBRED START DISTANCES (m)
-  EXISTING FACILITIES

RATION

S

RE



BACKGROUND

The Townsville Turf Club conducts approximately 40 thoroughbred TAB race meetings annually at Cluden Park. The Cluden Park facility is located about 1370km from Brisbane, 350km from Cairns and 390km from Mackay, and consists of 53.3ha of land, which is currently used for the training and racing of thoroughbred racehorses. There are 120 horses in work at the facility.

RATIONALE AND DEVELOPMENT OVERVIEW

The Cluden Park racecourse at Townsville currently facilitates thoroughbred racing only. It is proposed that Cluden Park, post-development, would also facilitate greyhound racing, which currently takes place at the showgrounds in Townsville. Racing Queensland Limited continues to move towards multi-use venues to ensure that maximum benefit can be derived from significant development.

Townsville is a key region in North Queensland and acts as the hub of country racing in the North West and the TAB circuit of Townsville, Mackay and Cairns. It provides important exposure for Queensland's TAB racing content in the North of the State.

Townsville racing is in need of assistance if it is to fulfil these obligations and operate successfully into the future.

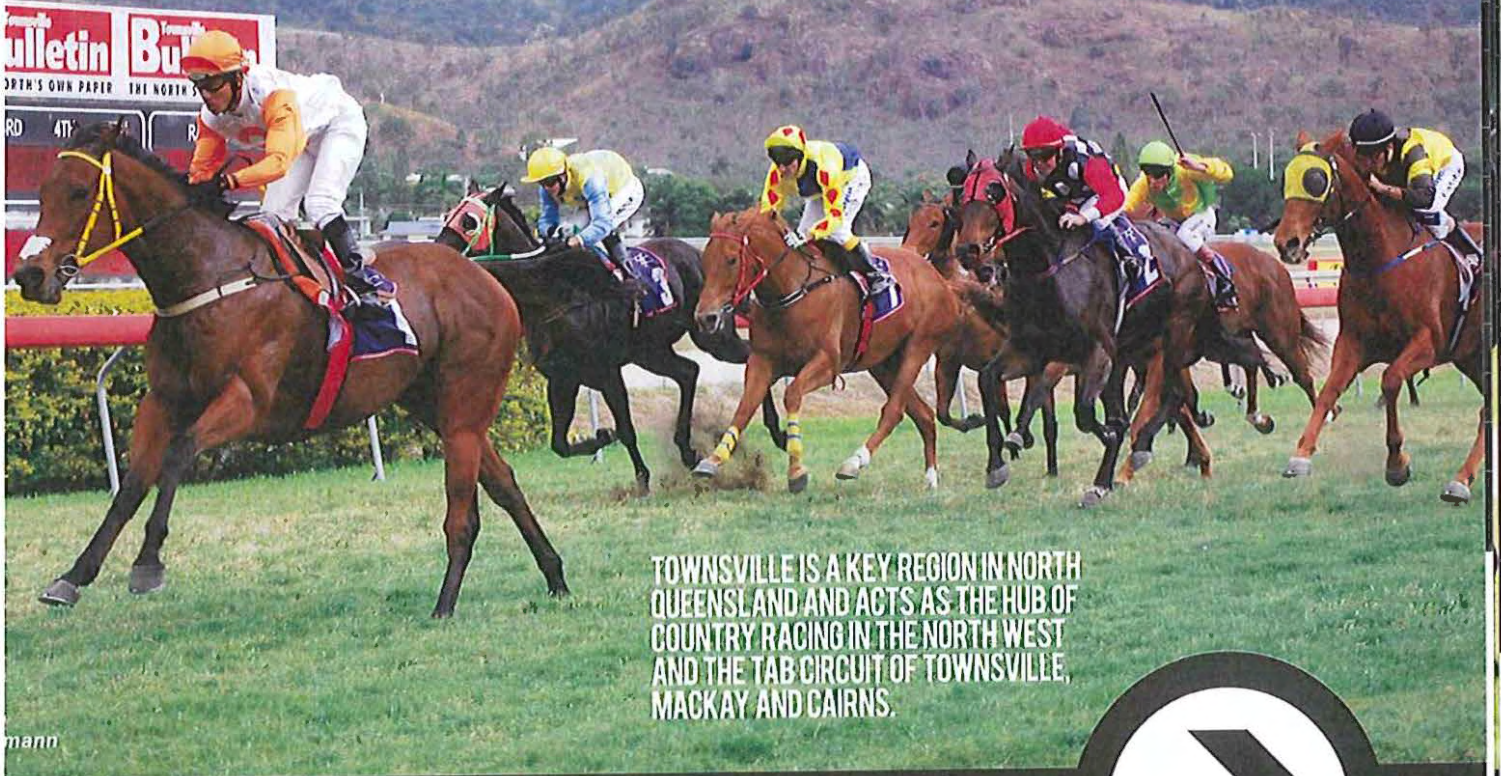
Cluden Park accommodates

40 TAB race meetings annually, with the inclusion of a number of Saturday TAB race meetings that are showcased by Sky Racing's "Sky 2". Integral to the success of any race meeting is a quality racing surface and investment is proposed for the course proper in Townsville. A stable complex capable of housing up to 100 thoroughbreds will also be established under the Plan. In addition, to establish greyhound racing at Cluden Park a new greyhound track is proposed for the facility with a straight greyhound training track also planned for the development. The proposed integration of both codes in Townsville would not only deliver greater use of the facility but would also enable participants to visit the one venue to experience both thoroughbred and greyhound racing.

Townsville is also home to the largest military base in Australia. As a social outlet, racing in

the region has huge untapped potential. Improved facilities and multi-use venues could serve to make "a day at the track" a more attractive and integral part of the North Queensland lifestyle. The Townsville upgrade would assist in encouraging increased investment and participation in the greyhound and thoroughbred racing industry of the North.

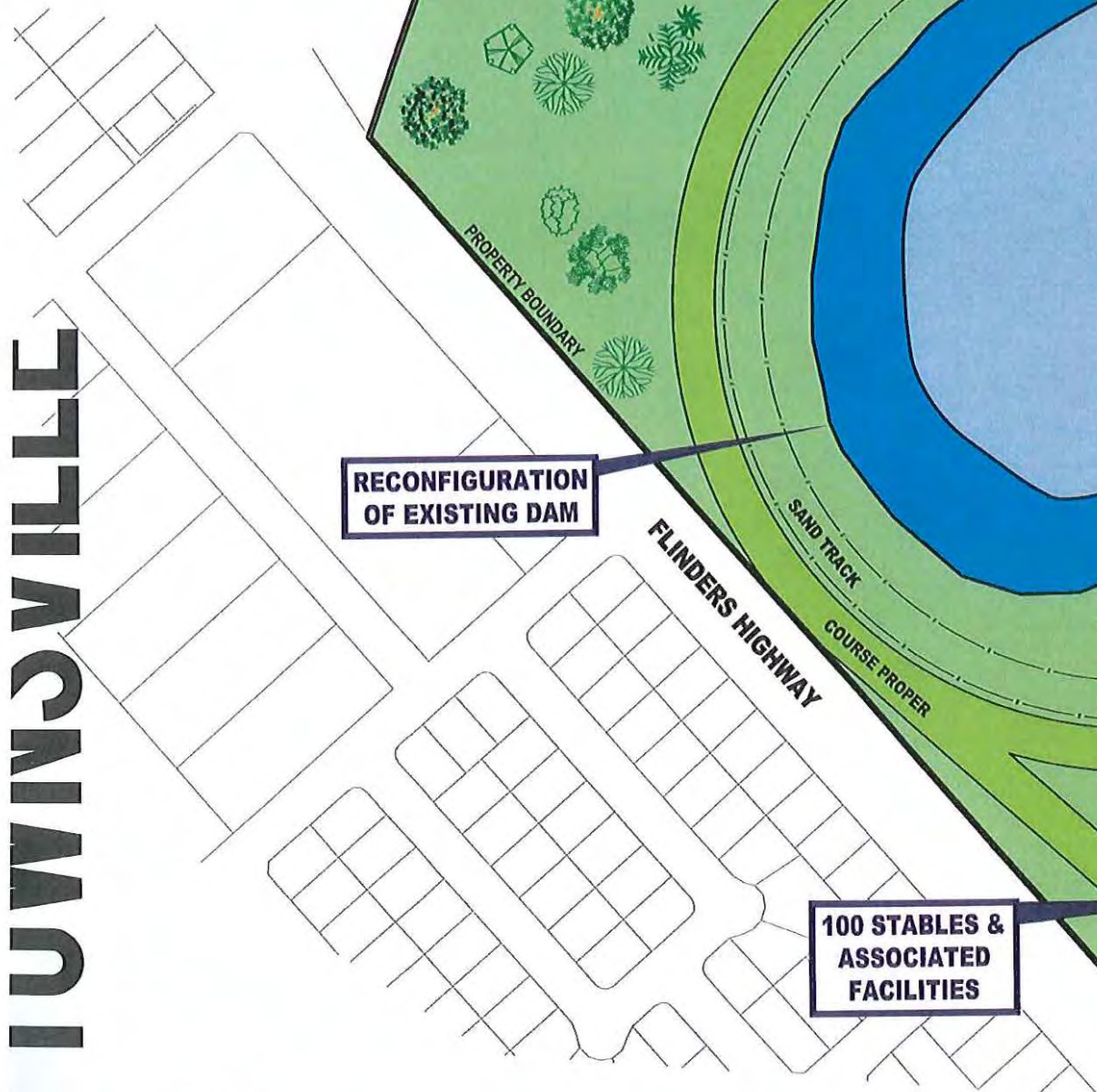
It is anticipated that the proposed works to be carried out would be facilitated without any major impact on racing and training schedules.



TOWNSVILLE IS A KEY REGION IN NORTH QUEENSLAND AND ACTS AS THE HUB OF COUNTRY RACING IN THE NORTH WEST AND THE TAB CIRCUIT OF TOWNSVILLE, MACKAY AND CAIRNS.



6



EQUINE SWIMMING FACILITY
ULTIMATE LOCATION
SUBJECT TO CONFIRMATION
BY STAKEHOLDERS

EXISTING COURSE PROPER
TO HAVE IMPROVED
SURFACE DRAINAGE &
IRRIGATION

EXISTING
DAM TO BE
FILLED

EXISTING
IRRIGATION
DAM

APPROX
EXISTING

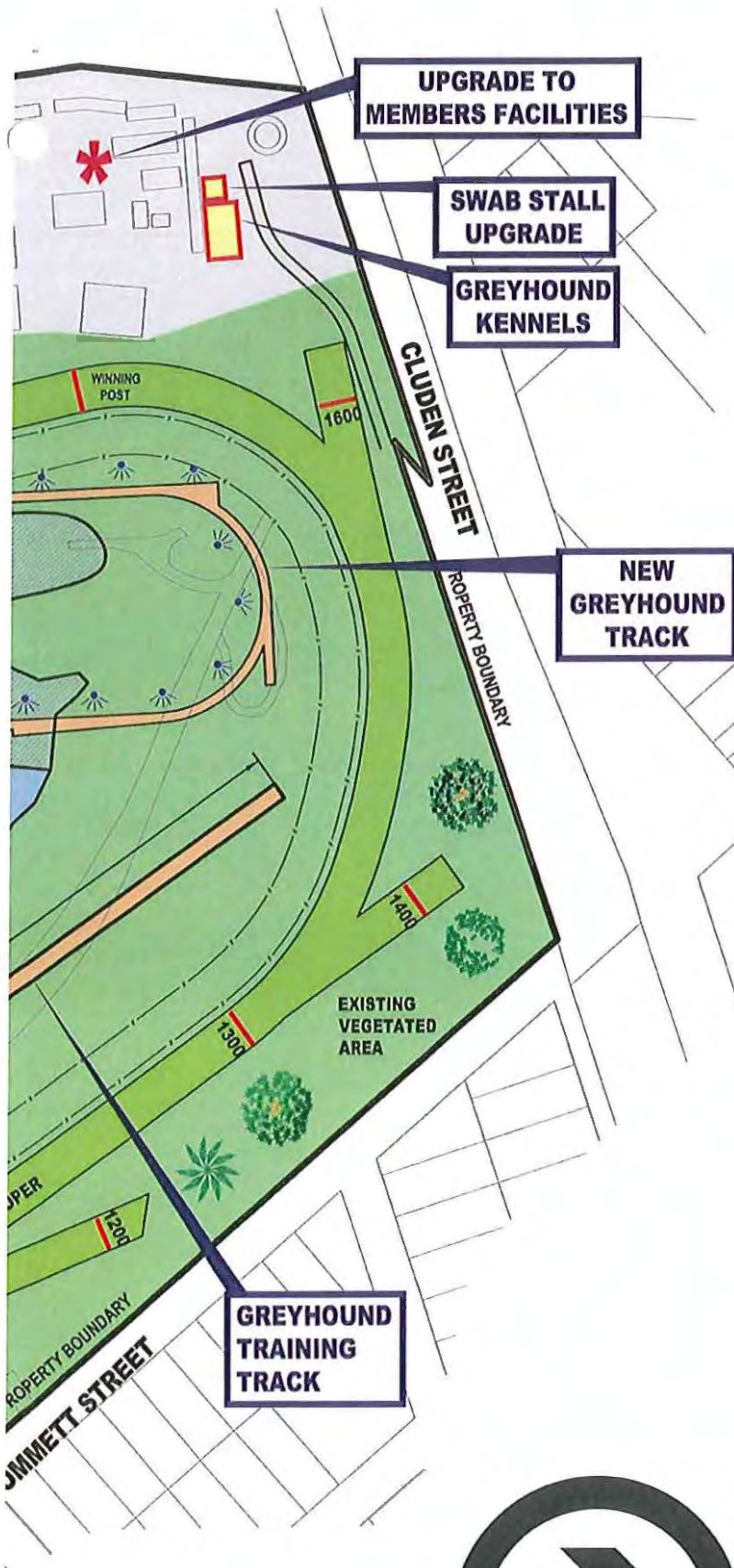
EXISTING
DAM

RECONFIGURATION
OF EXISTING DAM

FLINDERS HIGHWAY

100 STABLES &
ASSOCIATED
FACILITIES

ATTACHMENT I



SUMMARY OF PROPOSED WORK

Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$15 million.

- upgrade members and public facility
- upgrade of course proper including drainage and irrigation
- 445m long x 7m wide greyhound track (lit)
- straight greyhound training track
- kennel block
- 100 stables and associated facilities
- swab stall upgrade
- stormwater retention and reuse
- relocate equine swimming facility
- reconfigure existing dam

LEGEND

- NEW COURSE PROPER
- PROPOSED GREYHOUND TRACK
- EXISTING DAM
- DAM TO BE FILLED
- THOROUGHBRED START DISTANCES (m)
- OPEN SPACE
- PROPOSED BUILDINGS
- PROPOSED TRACK LIGHTING



"BAT-16"

7

MACKAY

BACKGROUND

The Mackay Turf Club conducts approximately 26 thoroughbred B race meetings annually at Ooralea Park, which is located 10km from Townsville, 330km from Rockhampton and 980km from Brisbane. Ooralea Park consists of 26.1ha of land, which is currently used for the training and racing of thoroughbred horses and there are approximately 80 horses in work at the facility.

RATIONALE AND DEVELOPMENT OVERVIEW

Mackay's population growth is one of the highest in Australia, its sub-tropical climate and proximity to the Great Barrier Reef coupled with the mining boom it is currently enjoying make it an attractive place to live.

Mackay provides a vital link between racing activity conducted at Callaghan Park, Rockhampton, and also at Cluden Park, Townsville. It is important the Mackay Turf Club continues to be successful into the future. Increasingly, Mackay plays an important part in the TAB racing schedule.

Ooralea Park racecourse at Mackay is in need of an upgrade. Significant expenditure is earmarked for the Mackay Turf Club in terms of upgrading the racing facilities. Investment is also proposed for both the racing and training surfaces, with improvements to the tie-up stalls and the inclusion of 80 oncourse stables.

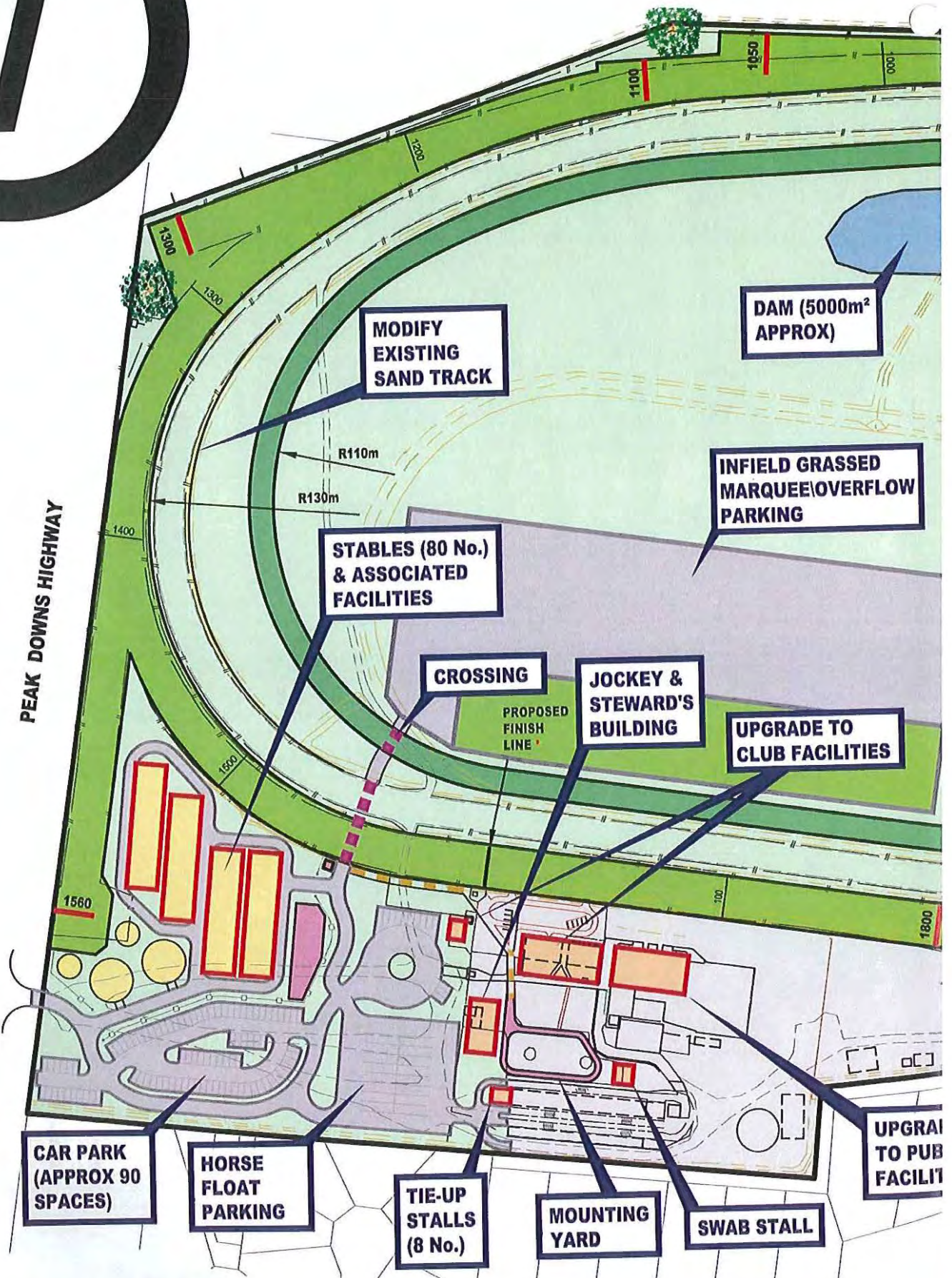
MACKAY PROVIDES A VITAL LINK BETWEEN RACING ACTIVITY CONDUCTED AT CALLAGHAN PARK IN ROCKHAMPTON AND AT CLUDEN PARK, TOWNSVILLE.

"BAT-16" MCKAY



7

PEAK DOWNS HIGHWAY

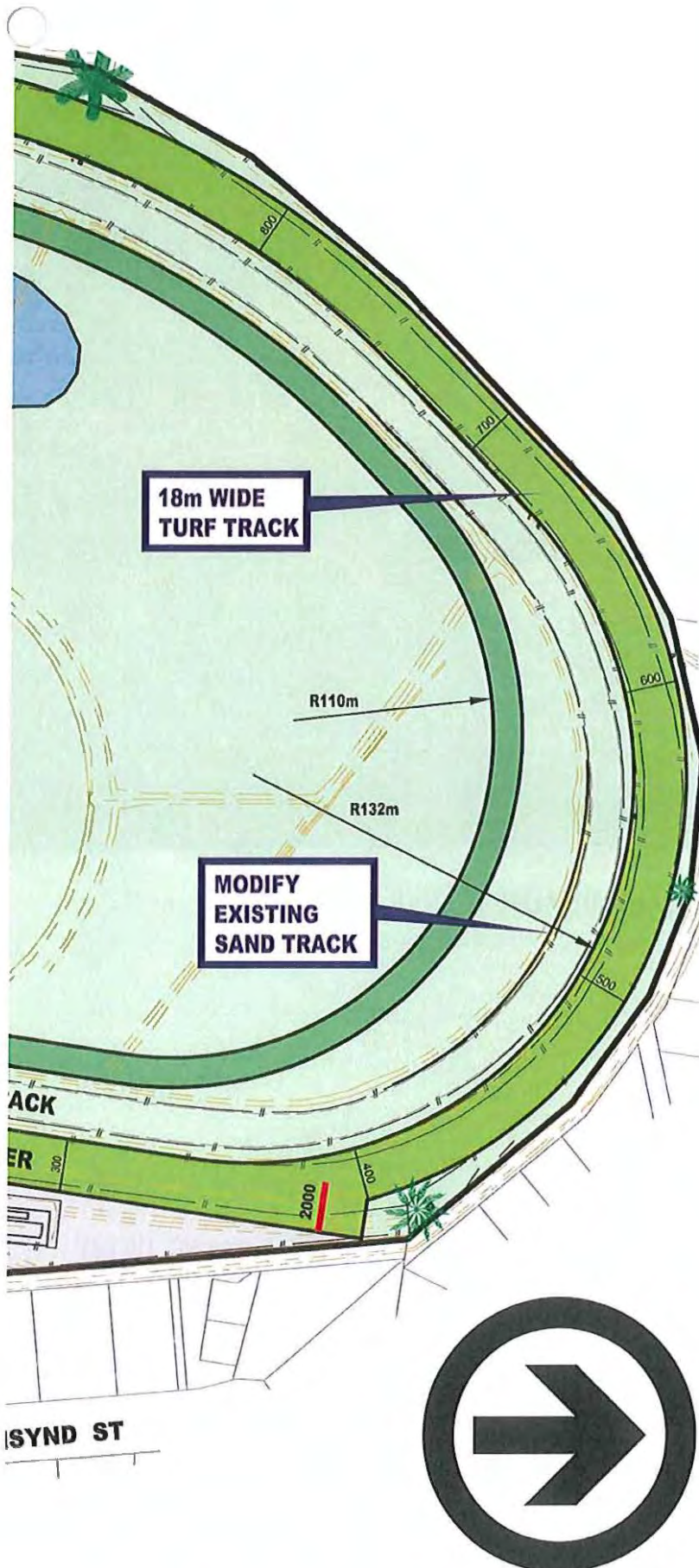


* FINISH LINE TO MOVE
APPROXIMATELY 50m NORTH

SUMMARY OF PROPOSED WORK

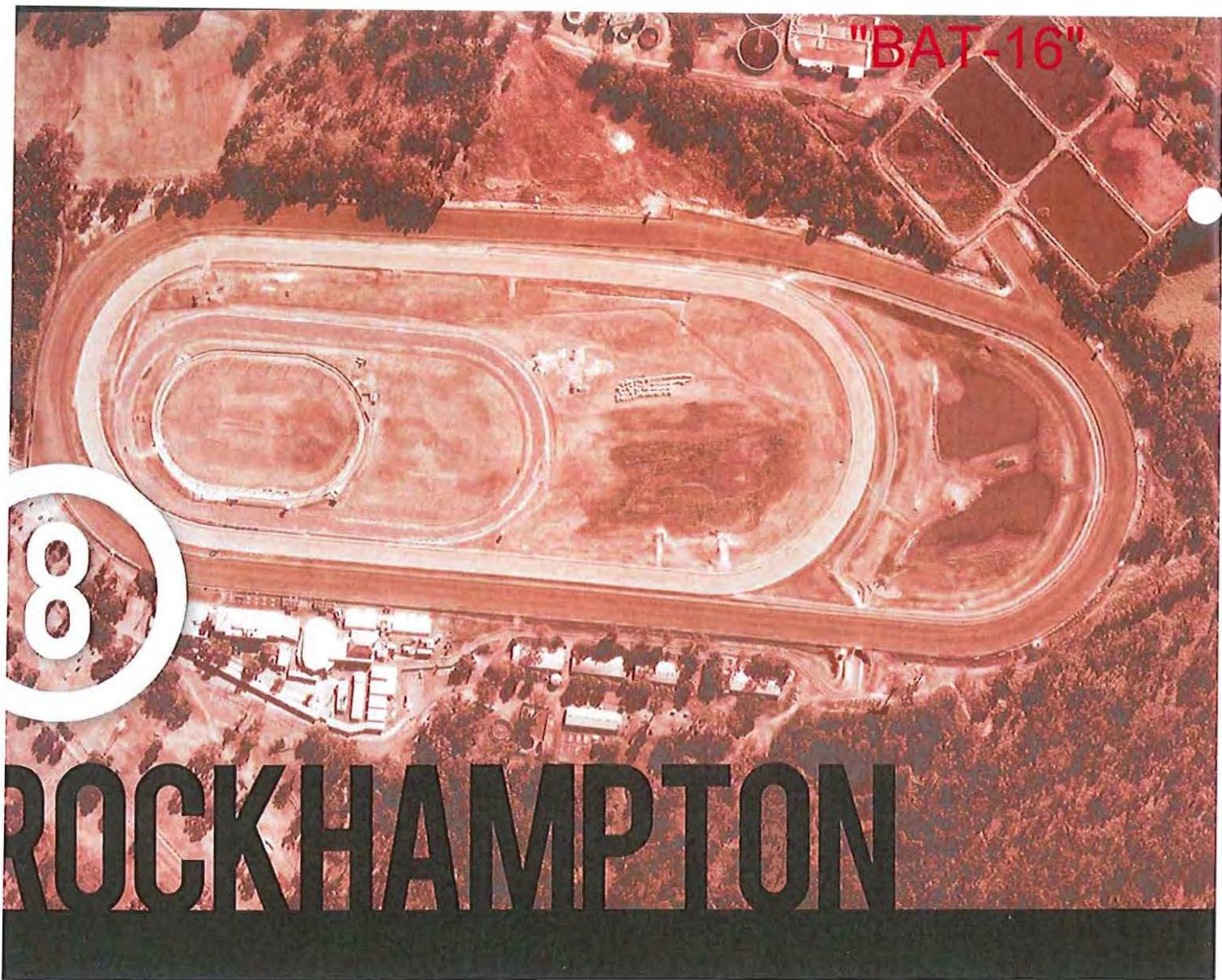
Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$18 million.

- 18m wide turf track
- 10m wide turf no. 2 track
- modifications to existing sand track
- tie up stalls
- 80 stables and associated facilities
- car and horse float parking areas
- upgrade to member and public facilities
- dam
- swab stall
- jockey and stewards building
- track crossing, infield parking and marquee area
- relocate mounting yard



LEGEND

- PROPOSED 18m WIDE GRASS TRACK PROPER
- PROPOSED 10m WIDE GRASS TRACK No. 2
- PROPOSED WIDENING TO INSIDE OF SAND TRACK
- PROPOSED CAR PARKING
- PROPOSED NEW ROAD AREAS
- PROPOSED BUILDINGS
- EXISTING FACILITIES
- PROPOSED THOROUGHbred START DISTANCES (m)



BACKGROUND

Callaghan Park facility is located 630km from Brisbane and 100km from Mackay, and consists of 3.6ha of land, which is currently used for the training and racing of thoroughbred racehorses and the training of greyhounds. Harness racing no longer occurs in the beef paddocks. There are approximately 100 horses in work at the facility. The Rockhampton Jockey Club conducts 45 thoroughbred TAB race meetings annually at Callaghan Park. In addition, there are 46 greyhound 1-TAB race meetings annually at the venue.

RATIONALE AND DEVELOPMENT OVERVIEW

Further investment is planned for Callaghan Park, Rockhampton. Only recently the Rockhampton Jockey Club agreed to enter into a joint venture arrangement with Racing Queensland Limited and the benefits have already started to flow to the Club. Over \$6million has been invested in the track and training facilities at Callaghan Park recently and the success of the upgrade to the course proper has been widely acknowledged.

Since the initial upgrade, Rockhampton has been the fastest growing provincial racing industry in Queensland.

To continue with the upgrade at Callaghan Park would further increase the standard of the facility. Greyhound racing is also conducted at Callaghan Park with the local Club currently conducting 46 meetings annually. The development proposal would improve the standard and the

operational functionality of the facility for participants, racing officials and patrons, and would also further improve the training facilities with additional stables to be established. In terms of the greyhound racing facilities and infrastructure, a new kennel block including a veterinarian and stewards' room, an upgraded entertainment facility and an improved viewing area are all proposed as part of the development. If this Plan proceeds Racing Queensland Limited would consider the conversion of Rockhampton greyhound meetings to TAB status. Callaghan Park is an important venue outside of South East Queensland and provides a link between racing and training activities in SEQ and those in the Northern parts of the State.

It is anticipated that the proposed works to be carried out would be facilitated without any major impact on racing and training schedules.

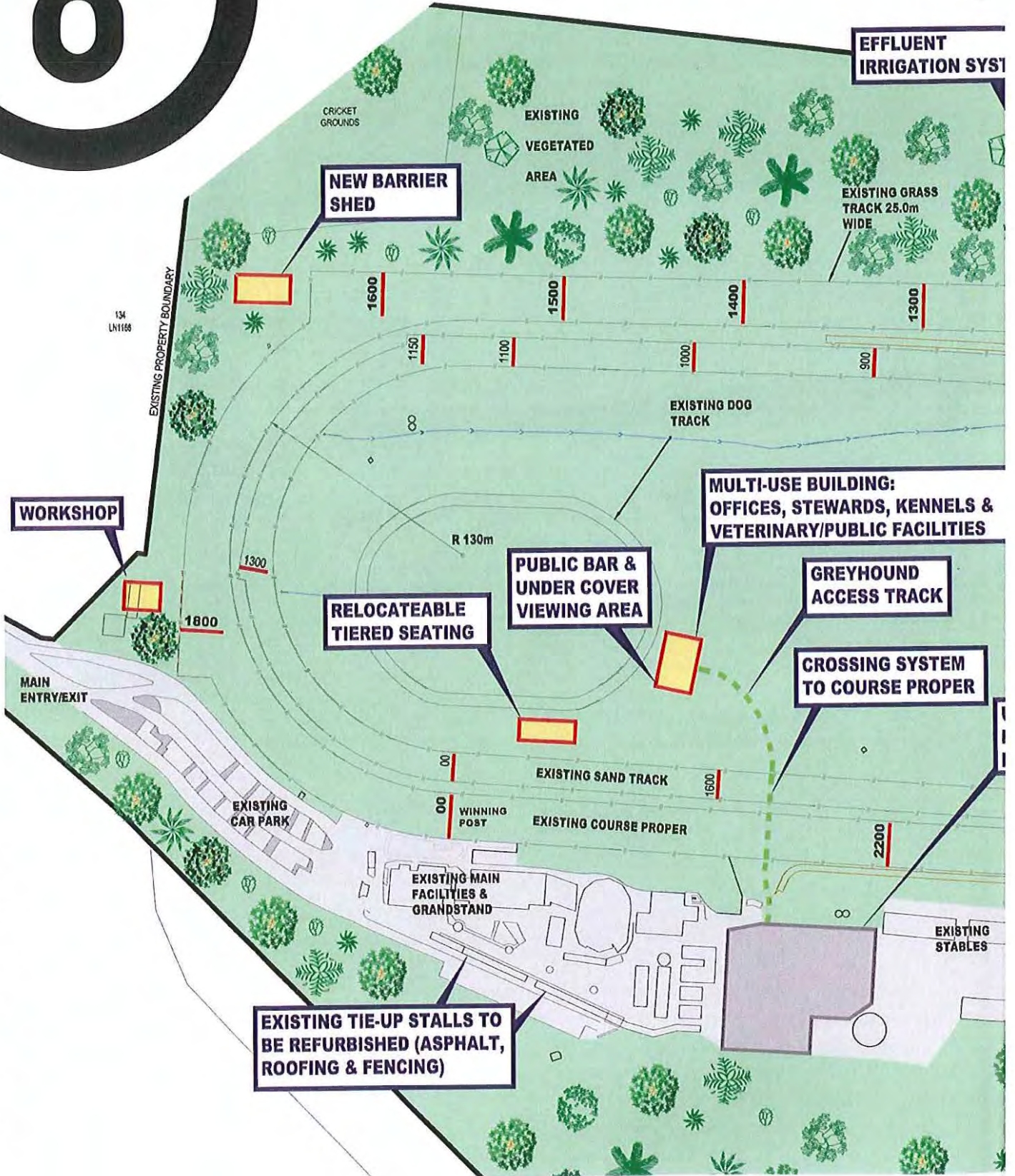
SINCE THE INITIAL UPGRADE, ROCKHAMPTON HAS BEEN THE FASTEST GROWING PROVINCIAL RACING INDUSTRY IN QUEENSLAND.

"BAT-16"TON



8

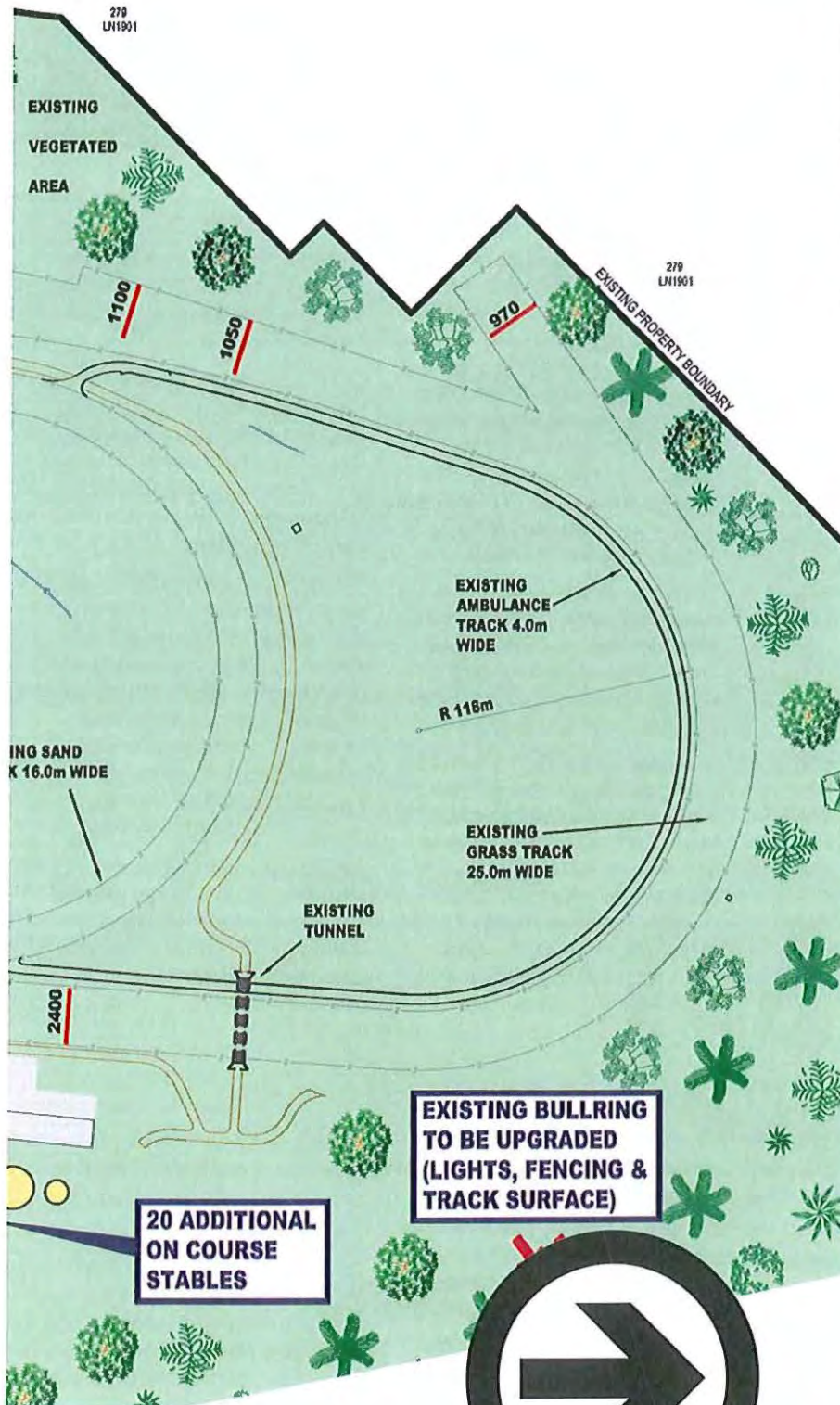
PLAN 16







SUMMARY OF PROPOSED WORK

Based on the concept design information, the following infrastructure/works are proposed at an indicative cost of \$4 million.

- float carpark upgrade
- infield greyhound facilities
- barrier shed and workshop
- bullring upgrade
- refurbishment of existing tie up stalls
- stables and ancillary facilities
- effluent irrigation system



LEGEND

-  PROPOSED BUILDINGS
-  PROPOSED PARKING AREA
-  THOROUGHbred START DISTANCES (m)
-  EXISTING FACILITIES



ISTING ALBION PARK FACILITY

future of Albion Park Raceway been the subject of much debate and speculation since Racing Queensland Limited began acquiring industry land and facilities.

There is little disagreement on this point - that in its current state Albion Park Raceway is an underutilised industry facility and action must be taken.

There is a need for the industry to move away from the historical fragmentation model where each racing control body needed only to have regard for the facilities under its own jurisdiction.

A successful amalgamation of thoroughbred, harness and greyhound codes provides an opportunity to make better use of industry land and facilities, eliminating the need for expensive unnecessary duplication.

HISTORY

The Albion Park site has been used for racing for approximately 100 years, first for thoroughbreds, then harness and greyhounds in a joint venture.

Despite its long racing history, over the years the inner-Brisbane site has had to contend with various issues, including complaints that it impacted local residents.

Structural problems plagued the Silks Hinze stand and in 2008 engineers deemed it unsafe. In 2009, the defective main pavilion was taken down piece by piece, creating a logistical nightmare for the joint stakeholders of the facility. Racing continued during demolition. The 700-seat Silks

restaurant was also forced to close and eventually harness racing's premier event, the Inter Dominion, was transferred from Albion Park to the Gold Coast.

The joint ownership and usage of Albion Park has been less than harmonious. Harness Racing Queensland and Greyhounds Queensland Limited both expressed interest in outright ownership to create a single use venue, but agreement on fair compensation to the other code remained an issue.

In another attempt to separate, there was discussion around the greyhound code vacating Albion Park Raceway in favour of a potential site at Logan. Again, the issue of fair compensation remained unresolved.

As part of the amalgamation, Racing Queensland Limited has undertaken a review of all industry land and facilities. Underpinning the review was the need to make better use of the available resources across the three codes of racing as opposed to each previous control body only having regard for the facilities under its own jurisdiction.

A review was carried out on the proposed new grandstand facility at the Albion Park Raceway and it found that the industry would be better served by incorporating multiple uses at several existing venues. It was realised that the construction of multiple tracks at the one venue was far more economically viable than building the new grandstand at the Albion Park Raceway, which would only be home to one code of racing.



THE FUTURE

This conclusion supports the notion that, as a combined industry, we are able to use our venues more often. In itself this has been an issue for many clubs that sit idle for the greater part of the year with little or no revenue generating activity being conducted. Strictly speaking, most would recognise that the running of race meetings simply doesn't pay the bills and we can hardly have valuable industry assets underutilised.

The Logan project also received substantial consideration under the overall industry review and it was found that the economic viability was seriously compromised in any proposed single use facility. (See 10)

The study undertaken on the Albion Park Raceway considered the location, development potential, Council development guidelines and land value of Albion Park Raceway, and has led Racing Queensland Limited to the conclusion that it is in the best interests of the industry as a whole

AS PART OF THE AMALGAMATION, RACING QUEENSLAND LIMITED HAS UNDERTAKEN A REVIEW OF ALL INDUSTRY LAND AND FACILITIES. UNDERPINNING THE REVIEW WAS THE NEED TO MAKE BETTER USE OF THE AVAILABLE RESOURCES ACROSS THE THREE CODES OF RACING AS OPPOSED TO EACH PREVIOUS CONTROL BODY ONLY HAVING REGARD FOR THE FACILITIES UNDER ITS OWN JURISDICTION.

to realise the value of Albion Park and reinvest the capital to assist in the implementation of the *Industry Infrastructure Plan*.

The Albion Neighbourhood Plan which incorporates the Albion Park Raceway clearly states Brisbane City Council's preference for racing to cease at the site and for it to be developed in accordance with Council's guidelines.

Racing Queensland Limited had done much investigation around the potential commercial worth of this facility. All such assessments have taken into account the need for green space and adherence to building heights and density in accordance with the Albion Neighbourhood Plan. Ultimately, the market will decide its true value.

Racing Queensland Limited proposes to maintain harness and greyhound racing operations on the site pending completion of the proposed Deagon facilities.

LOGAN FACILITY

The site on the corner of Kingston and Compton Roads was proposed for the development of the future of a greyhound racing facility.

The work on the Logan site was undertaken by Greyhounds Queensland Limited prior to the amalgamation of the three codes. Since July 1, 2010 Racing Queensland Limited undertook due diligence on the project, which was considered as part of the overall review of the industry.

The earlier work, undertaken by

Greyhounds Queensland Limited, included the lodgement of the code assessable application with the Logan City Council. The information request stage of the application has been completed and Racing Queensland Limited has received draft conditions of the approval.

The site was extensively evaluated both for location and viability. The land being the site of a disused refuse facility posed some problems but this was not the main consideration. The Logan facility

could only accommodate one code as opposed to the preferred strategy for multi-use venues.

A review has been undertaken on this project and the findings of an economic assessment report questioned the viability of the project. Racing Queensland Limited has decided not to pursue the Logan option and instead proposes to meet the requirements of the greyhound racing industry as part of the proposed Deagon and Ipswich developments.



THE RACING CLUB

The Brisbane Racing Club has been, in conjunction with the Brisbane City Council, a plan for development of specific land at the Eagle Farm and Doomben racecourses. The development is subject to a review by Racing Queensland Limited, which is underway and will be pending the receipt of information from the Brisbane Racing Club required for the development.

It is anticipated that once all relevant information is received, the due diligence can be completed. The Brisbane Racing Club has signalled its intent to lodge a preliminary development application with the Brisbane City Council and, as the registered owner of the land, may legally sign the necessary consent forms to accompany this application. It is Racing Queensland Limited's statutory duty to undertake a thoroughly comprehensive

due diligence of the overall project to ensure that both the Brisbane Racing Club and the racing industry are obtaining the maximum benefit possible from the development process.

The Brisbane Racing Club has maintained from the beginning of this development process that the project would be self funding and that the project would guarantee the long term future of both Eagle Farm and Doomben racecourses.



CLIFFORD PARK

Clifford Park at Toowoomba has been the recipient of an upgrade of facilities. An upgrade of \$12 million has been completed at Clifford Park on the installation of a cushion track and the lighting.

The public infrastructure at Toowoomba is still in need of investment and Racing Queensland Limited intends to offer to the Toowoomba Turf Club early in 2011 for consideration by its members, subject to Industry Infrastructure funding approval.

CORBOULD PARK

The Sunshine Coast Turf Club has entered into an agreement with Racing Queensland Limited. Under the terms of this agreement significant investment has occurred at Corbould Park including:

- installation of a cushion track
- installation of lights on both the course proper and the cushion track
- development of 256 oncourse stables.



REDCLIFFE

It is proposed that the Redcliffe Peninsula Harness Racing and Sporting Club would continue to operate, however, with the proposed development at Deagon consisting of a metropolitan standard harness venue to facilitate both training and racing, the status of race meetings conducted at Redcliffe would need to be realigned to a non-TAB standard. The training of horses at Redcliffe is proposed to continue.

PARKLANDS

As the site is required for the Gold Coast University Hospital, greyhound racing ceased at Parklands in 2008 and the harness club was originally advised that it was required to cease racing at Parklands by June 30, 2012. This date has subsequently been reviewed and it is acknowledged that harness racing at Parklands would cease by June 30, 2013.



V-TAB THOROUGHBRED RACING

Country racing is alive and well in Queensland with its funding guaranteed, something no other part of the industry can boast.

Its strong representation through country racing associations and the Country Racing Committee (CRC), which represents the interests of the rural regions.

Funding will continue at the present rate which is almost 130% above the legislative requirement. In the 2009/10 financial year, it contributed an additional \$1 million in prizemoney whilst also covering administrative payments to racing clubs, payment of jockey licence fees and subsidisation of racing, as well as funding the provision of numerous services to V-TAB meetings.

AFTER ENVIRONMENT

To ensure the safety of patrons, horses and horses, minimum standards have been introduced to assist race clubs in the provision of compliant venues.

At stakeholder acknowledgment, rider and horse safety is paramount and shortcomings could be addressed by all involved

in the industry.

The CRC and RQL have been negotiating for a considerable period to find a workable solution to lift the Occupational Health and Safety standards at non-TAB venues. The current standards have been formulated following extensive industry consultation and have been agreed to by both the CRC and RQL.

The State Government has made available \$900,000 to assist country clubs in meeting the recently introduced minimum venue and equipment standards. At the time of the announcement, the Ministerial media statement noted the funding stream was "specifically targeted to assist small country clubs that have limited financial options in bringing facilities up to proper workplace health and safety standards".

PROPOSAL

To successfully implement this, Racing Queensland Limited is proposing the introduction of a two tiered distribution strategy to enable individual clubs access to this funding. It would also provide for the development of regional strategies

aimed at creating efficiencies in meeting key minimum standards.

TIER ONE FUNDING - \$500,000 IN TOTAL

Each Club would be eligible to make application for a grant of up to \$10,000 to assist in meeting the minimum venue and equipment standards and statutory obligations.

Clubs would be required to complete a comprehensive application form, which outlines the expenditure required (or previously expended), to enable compliance. Preference would be afforded to clubs able to demonstrate they are not in a financial position to comply with the minimum standards.

In cases where more than one club utilise a venue, it should be noted that payments will only be made to the major club, the venue won't be eligible to make multi-applications.

It is proposed allocation of the funding be undertaken via a four step process.

1. Clubs complete an application form.
2. Local country racing association assesses applications in its

area of responsibility and makes recommendation to CRC about clubs in its region.

3. CRC considers the recommendations from each region against the funding that is available through this scheme and develops a state-wide strategy for distribution
4. Racing Queensland Limited Board considers final CRC recommendation.

TIER TWO FUNDING - \$400,000 IN TOTAL

Each of the eight regional associations would be eligible to make application for a one-off grant of up to \$50,000 to purchase equipment or undertake works that have the potential to benefit the broader industry.

Ideally this funding would be allocated to equipment or works that provide significant efficiencies and remove duplication, such as:

- purchase of one set of barrier stalls for use at multiple venues
- remediation of one set of existing barriers and the purchase of a truck to transport barriers to each venue



- purchase of portable running rail for use at multiple venues
- expenditure on a track within the region to enhance the ability to conduct meetings during periods of extreme weather, thus limiting the number of abandoned meetings.

The benefit of Tier Two funding is that it would enable clubs that race infrequently to access equipment that is compliant with the standards, without incurring the significant upfront investment otherwise required. It may be a requirement that each club makes an annual or per meeting contribution to a regional fund, to meet the ongoing transportation and associated costs with common equipment.

This strategy is similar to the initiative undertaken by Racing Queensland Limited, where photo finish and video production equipment was purchased by Racing Queensland Limited and is used throughout each region.

Racing Queensland Limited, through the CRC would undertake to work closely with regional stakeholders to ensure the funding is utilised to best meet local need.



NON-TAB GREYHOUND RACING

Racing Queensland Limited has just recently announced a \$1.5 million greyhound prizemoney injection. This coupled with the inclusion in this Plan of major greyhound infrastructure improvements at Deagon, Ipswich, Townsville and Rockhampton is a major coup for the Queensland greyhound industry.

The Board of Racing Queensland has earmarked \$200,000 within this Plan to assist greyhound clubs in Cairns, Bundaberg and Capalaba to provide improved facilities, while also improving access to training and trialling facilities throughout the State.

NON-TAB HARNESS RACING

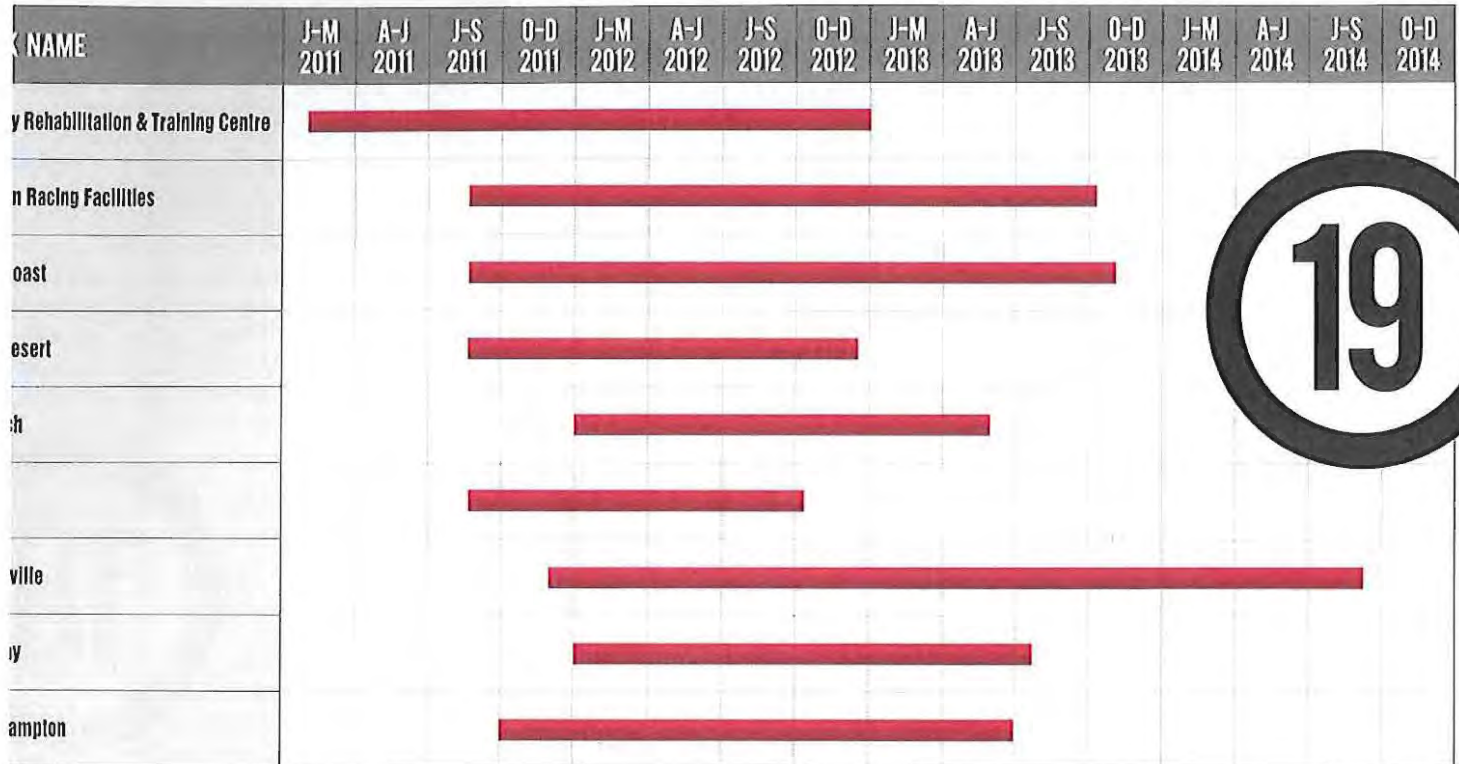
In addition to significant proposed expenditure on harness racing facilities at Deagon and Ipswich, the Board of Racing Queensland Limited has also provisioned \$100,000 within this Plan to address infrastructure concerns at Redcliffe and Marburg. These facilities would conduct non-TAB racing and would provide a robust platform for up and coming participants to witness the hands on experience harness racing has to offer.



SOLIDATED INDICATIVE TIMELINES

onsolidated timelines provide an indicative timetable, should the Plan gain the necessary support. It outlines the proposed design, approval and construction phases.

ne instances, the overall timelines are extended, as works for different components of the at individual venues are not proposed to be undertaken in parallel.



IMARY

island's racing industry must collectively shift its focus from al to external.

reprint for the future has the to please all of the people. s however have the power ngthen the foundation of dustry and modernise it. strong pillars for a combined ry are established, new goals a set with new priorities.

dustry must unite and pursue ion outcomes and not continue rate independently, in many competing with each other.

ubs have the capacity to in the facilities they hold. lan puts in place business ls that would sustain racing e future. If implemented, it

would create a strong, accountable industry that protects the interest of the community it serves and the people who rely on its successful operation for their livelihood.

Should this *Industry Infrastructure Plan* be implemented it would provide the single biggest capital injection the Queensland racing industry has ever witnessed.

FEEDBACK

Upon this proposal document's public release, an *Industry Infrastructure Plan Working Group* will

obtain further feedback via individual meetings with relevant industry and community stakeholders throughout the State. The option to phone or email feedback to this Working Group is also available.

This feedback process will be held over a two-week period until 22 December 2010. Additional information provided during this process will be used to finalise Racing Queensland Limited's Plan on or before 31 December 2010. This will form the basis on which Racing Queensland Limited will seek to find

SHOULD THE INDUSTRY INFRASTRUCTURE PLAN BE IMPLEMENTED IT WOULD PROVIDE THE SINGLE BIGGEST CAPITAL INJECTION THE QUEENSLAND RACING INDUSTRY HAS EVER WITNESSED.

additional funding resources.

Copies of the *Industry Infrastructure Plan* are available for download at www.racingqueensland.com.au. To arrange a meeting with a member of the *Industry Infrastructure Plan Working Group* contact Kearra Christensen (07) 3869 9720 or email kcristensen@racingqueensland.com.au. Industry and community stakeholders who would prefer to email their comments can also use the above address to provide their feedback by the closing date.

"BAT-16"



"BAT-16"

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"BAT-17"



CONTOUR
CONSULTING ENGINEERS

Strategic Asset Management Plan

Construction Cost Budget Report

**Proposed Upgrades to the Racing, Training,
Patrons Areas & Major Stormwater
Infrastructure**

Gold Coast Racecourse



Bundall Queensland

For



Rev B
September 2010

EXECUTIVE SUMMARY

Based on the Concept Design information, the following infrastructure / works are proposed with a total budget cost of **\$48,354,704**.

- 1870m LONG x 26m WIDE COURSE PROPER
- 1730m LONG x 16m WIDE SYNTHETIC TRACK
- 1524m LONG x 18m WIDE TURF TRACK No. 2
- 1435m LONG x 10m WIDE SAND TRACK
- AMBULANCE TRACK
- STORMWATER DRAINAGE INFRASTRUCTURE
- MAJOR HORSE AND PEDESTRIAN TUNNELS
- ENTRY ROAD UPGRADE
- EQUINE POOL
- INTERNAL MARQUEE AREA AND GRASSED OVERFLOW CARPARK
- MEMBERS FACILITIES
- EXTENSION TO LAKE (IF REQUIRED)
- EXTENSION TO EXISTING PUBLIC FACILITIES BUILDING
- PROVIDE A PERMANENT LOCATION FOR THE MAGIC MILLION MARQUEE
- INTERNAL ROAD AND CARPARK UPGRADE
- NEW TIE-UP STALLS



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Document Control

Date	Parenthood		Authorised for Issue	
	Author	Reviewer	Name	Document Status
17/09/2010	Chris Broadbent	Brett Thomson	Brett Thomson	X
A - Approval	B – Building Approval		C- Construction	
T – For Tender	X - Information			

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ATTACHMENT A	SITE PHOTOGRAPHS
ATTACHMENT B	CONCEPTUAL DESIGN DRAWINGS
ATTACHMENT C	PRELIMINARY PROJECT BUDGET
ATTACHMENT D	PRELIMINARY CONSTRUCTION PROGRAMME

1. BRIEFING OVERVIEW

The following concept information is provided to assist in the definition of the key attributes, form and function of the proposed upgrade to the Gold Coast Racecourse Facilities.

The proposal's objective is to upgrade the infrastructure on the existing site to a Metropolitan Racetrack Standard for the Course Proper and associated facilities. The proposal includes the provision of modern and improved areas for members and patrons, and improvements/additional training facilities.

The primary purposes of the proposal include, but are not limited to:

- a) Provide safe and operationally functional conditions for racing competitors, racing officials and patrons;
- b) Improved racing surface, subsurface & drainage properties (Course Proper);
- c) New training (Synthetic, Grass No.2 & Sand) and asphalt ambulance track, including ancillary infrastructure;
- d) Improved irrigation sources/systems as required;
- e) Major flood mitigation/stormwater drainage works as required for Local Authority approval.
- f) Improve the functionality and quality of training and racing infrastructure;
 - Improved stewards/camera towers;
 - Upgrade to training lights as/if required;
 - New equine swimming pool;
- g) Improvements to site access and set-down areas for taxis, buses, limousines, park & ride facilities, including entry road & entrance statement works;
- h) Improved car parking facilities & internal road network;
- i) Additional car parking & marquee facilities on the infield of the track;
- j) Improvement / relocation of mounting yard and winners stalls.
- k) From the tie-up stalls, provide a new horse & pedestrian tunnel, including multiple access points to course proper & training tracks & associated infrastructure;

- I) From the public carpark / marquee area, provide a new pedestrian & vehicular tunnel, internal overflow carpark & marquee area from public carpark.

2. CONSTRAINTS / OPPORTUNITIES

Senior Engineers / Project Managers from Contour Consulting Engineers have noted the following constraints / opportunities. (Refer photos included in Attachment A and Drawings included in Attachment B for details.)

- a) It is understood that the site is in a tidal zone and is subject to flooding.
- b) The eastern portion of the site adjacent to Upton St. remains wet for a period of time after heavy/prolonged rain events.
- c) Existing infrastructure, drainage, and the property boundary may constrain start locations and prohibit the inclusion of standard race distances.
- d) There is likely to be intrusion of groundwater if tunnels are constructed and therefore temporary and permanent pumping may be required.
- e) The existing bullring, landscaping & signage will require removal to cater for the internal overflow carpark
- f) The internal dam may require extension to comply with Local Authority flood storage / mitigation requirements.

Photographs of the site's existing infrastructure are included in Attachment A.

3. CONCEPT DESIGN BRIEF

Conceptual design criterion for the project is to include, but is not limited to, the following:

3.1. Proposed Improved Racing Surface, Subsurface & Drainage Properties (Course Proper)

- a) Re-align the track's vertical and horizontal geometry;
- b) Adopt a consistent track width of 26m for the entire circumference;
- c) Improve the underground and surface drainage systems;
- d) Generally comply with Regulatory Authority requirements;
- e) Improve the drainage, maintenance, and racing properties of the running surface;
- f) Inclusion of tunnels to remove the need for a crossing of the course proper.

3.2. Proposed New Training Tracks

- a) New 16m wide synthetic training/racing track, including subsurface drainage and infrastructure as required.
- b) New 16m wide provincial standard grass no.2 training track, with appropriate subsurface, profile, drainage and infrastructure for the proposed use.
- c) New 10m wide sand training track with appropriate subsurface profile, drainage & infrastructure for the proposed use.
- d) Inclusion of tunnels to remove the need for crossing the synthetic track.
- e) Provision for a 4.0m wide asphalt ambulance track.

3.3. Proposed Improvements to Functionality of Members and Patrons Areas

- a) Upgrade facilities generally in accordance with Architectural, Civil and Structural Engineering requirements, including;
 - Replace "The Dome" with a new corporate building.
 - Provide tunnels for pedestrian access to the infield from the carpark and adjacent 'The Dome';
 - Provide upgrades/additional public facilities in the area of the existing marquee zone including a designated Magic Millions marquee area;
 - Provide an existing to the public facilities building to the south of the existing grandstand;
 - Provide car parking, power, and plumbing to corporate Marquee areas on the infield.

3.4. Proposed Training and Racing Infrastructure

- a) New/improved stewards & camera towers when required;
- b) Reconfiguration/relocation of the mounting yard;
- c) New/improved irrigation systems as required;
- d) Review and augmentation of irrigation water supply sources if/as required;
- e) New Running Rails/Barriers as required;
- f) Include conduit crossings to the track for possible future track lighting;
- g) Improved horse float parking, patrons parking and associated road network;
- h) Upgrade to training lights if/as required.
- i) Provision for tunnels for horse movements to/from training tracks, including multiple entry/exit points.
- j) Provision for new equine pool.

3.5. Proposed Improvements to Street Access to the Site

- a) Improvements to the street access infrastructure in consultation with stakeholders and the Local Authority;
- b) Architectural and landscaping treatments to the entrance areas.

3.6. Proposed Improved Site Access

- a) Improved set-down areas for Taxis, Buses, Limousines, and Park & Ride facilities.

3.7. Proposed Improved Car Parking Facilities

- a) New carparking facilities located on land inside the race track, including a vehicle and pedestrian tunnel under the racetrack connecting the carpark to the Patron's areas.

3.8. Proposed Quality of Television Broadcasting of Race Meetings

- a) New/improved towers and new fibre-optic cabling for HD TV Broadcasting as required.

4. CONCEPT DESIGN PHILOSOPHY

With reference to the Concept Design Drawings included in Attachment B and Preliminary Project Budget included as Attachment C, the following concept design philosophies have been adopted:

- a) To provide a consistent 26m wide grass racetrack.
- b) Subsurface, profile, drainage and associated infrastructure to be of Metropolitan Racecourse standard.
- c) Super-elevated camber on bends 1, 2, 4 and 5 may require the incorporation of retaining walls along the outside adjacent to the neighbouring properties.
- d) Synthetic racetrack to be of consistent 16m width.
- e) Provision for a Storage Bay capable of containing approximately 100m³ of synthetic surface material for replacement and maintenance.
- f) Subsurface, profile, drainage & associated track infrastructure of the synthetic course to be of metropolitan race course standard.
- g) Construction of a 4m wide asphaltic concrete ambulance track alongside the inside rail of the synthetic course.
- h) New 16m wide grass no. 2 training track. Subsurface profile, drainage and associated infrastructure to be of minor provincial race course standard.
- i) New 10m wide sand training track. Subsurface profile, drainage and associated infrastructure to be of minor provincial race course standard.
- j) Supply of new running rail where required for the proposed new turf track and synthetic race track. Existing extruded c-section running rail to be reused on proposed Grass No.2 and Sand tracks where possible.
- k) Modifications to existing irrigation system for Course Proper, Grass No.2 and Sand tracks, and to prevent excessive wetting of the synthetic track.
- l) Installation of new standard quality training lights and associated cross-track conduits for possible future track lighting systems.
- m) Relocation and reinstatement of existing fibre optic cabling, where required

- n) New and/or (where possible) relocation of existing stewards towers to suit new track geometry
- o) Major stormwater infrastructure for large tidal/flooding events to convey flows to and from the infield. Mitigation of flood impacts of the proposal.
- p) Internal grassed marquee area to be installed to the infield. Area to act as overflow carparking for larger events.
- q) Internal road network & carparking upgrades as required, including entry road & entrance statement.
- r) Tunnels for horse/pedestrian & vehicular /pedestrian movements. Tunnels to include, but not limited to, pedestrian handrails, sprayed asphalt or rubber flooring, stormwater collection & pumps, provision for dewatering (groundwater), headwalls, wingwalls, retaining walls to entry/exit ramps & protective barrier fencing.
- s) Fencing to site boundary to be provided/upgraded as required, keeping existing fencing where appropriate.
- t) Landscaping (turfing/tree planting) for general remediation of the site to be provided as required.
- u) Provision for new equine swimming pool and associated infrastructure.

Note that the details provided above are preliminary only and may vary with outcomes from future infrastructure, detailed design, and other requirements of stakeholders / regulatory authorities.

5. PRELIMINARY CONCEPT BUDGETS

Preliminary Concept Budgets have been included as Attachment C, based on the level of detail included on the attached concept plans (fortified by recent experience in undertaking projects of similar type and scope).

The following provides a summary of preliminary concept budgets:

Item	Estimated Cost
Construction	\$32,391,251
Members Facility	\$6,335,000
Ancillary	\$7,325,848
Contingency (5%)	\$2,302,605
TOTAL	\$48,354,704

6. PROJECT PROGRAMME & STAGING

It would be proposed to undertake the proposal in the following stages (note: some stages may run prior to, following, and/or parallel with other stages):

- a) Stage 1 – Upgrade to Course Proper, infield and training tracks, including tunnels, existing internal road network, infield & existing carparks, mounting yard, and tie-up stalls;
- b) Stage 2 – Entrance & entry statement works;
- c) Stage 3 – “The Dome” replacement building;
- d) Stage 4 – Public facilities / marquee area infrastructure.

Refer Preliminary Project Programme included in Attachment D for details.

7. PHASES of DELIVERY

7.1. Phase 1 – Concept Design(s)

Concept drawings and specifications of sufficient detail to allow stakeholders to understand and accept the concept designs. Commence Authority approvals processes.

7.2. Phase 2 – Detailed Design and Documentation

Detailed drawings and associated documentation, with the Detailed Design not to vary significantly from that proposed in the Concept Design with respect to key components. Tender Documentation, Tender Analysis, Contract Documentation.

7.3. Phase 3 – Local Authority Approvals

Lodge and negotiate Development Approvals as required.

7.4. Phase 4 – Construction & Certification

Construction phase including Construction Project Management, Construction Administration, and certification of the works. Certificates of Completion / Occupancy from Authorities.

7.5. Phase 5 – Testing, Trialing and Commissioning

Trialling of the completed facilities for an approximate period of 30 days prior to commencing use of the facilities.

7.6. Phase 6 – Grand Opening

8. LIMITATIONS AND CLOSURE

This report has been commissioned by Racing Queensland Ltd and specifically investigates the subject property located at Gold Coast Racecourse, Bundall.

We consider that the content of this study accurately reflects the site conditions and Principal's requirements at the time the study was undertaken. If these conditions/requirements were to change, the results of this study are to be reviewed by the author.

This report is only to be used in full, and may not be used to support objectives other than those set out herein, except where written approval is provided by Contour Consulting Engineers Pty Ltd.

Contour Consulting Engineers accept no responsibility for the accuracy of information supplied to them by second and third parties.

This report has been undertaken by a Registered Professional Engineer of Queensland, generally in accordance with industry standard practices, and other industry standard guidelines.



Brett Thomson - Director

BE AdvDBus CPEng CEnvP MIEAust RPEQ CPESC MEIANZ GAICD
for CONTOUR CONSULTING ENGINEERS PTY LTD

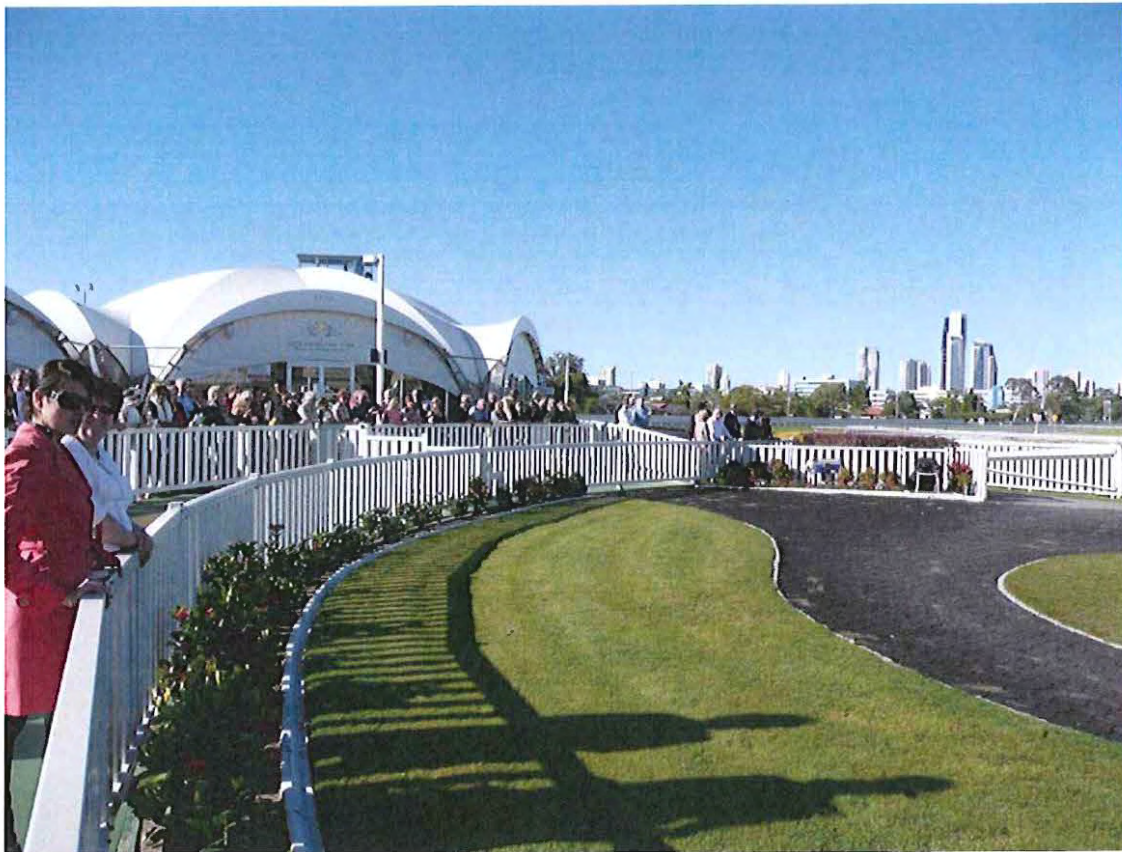




Site Photographs



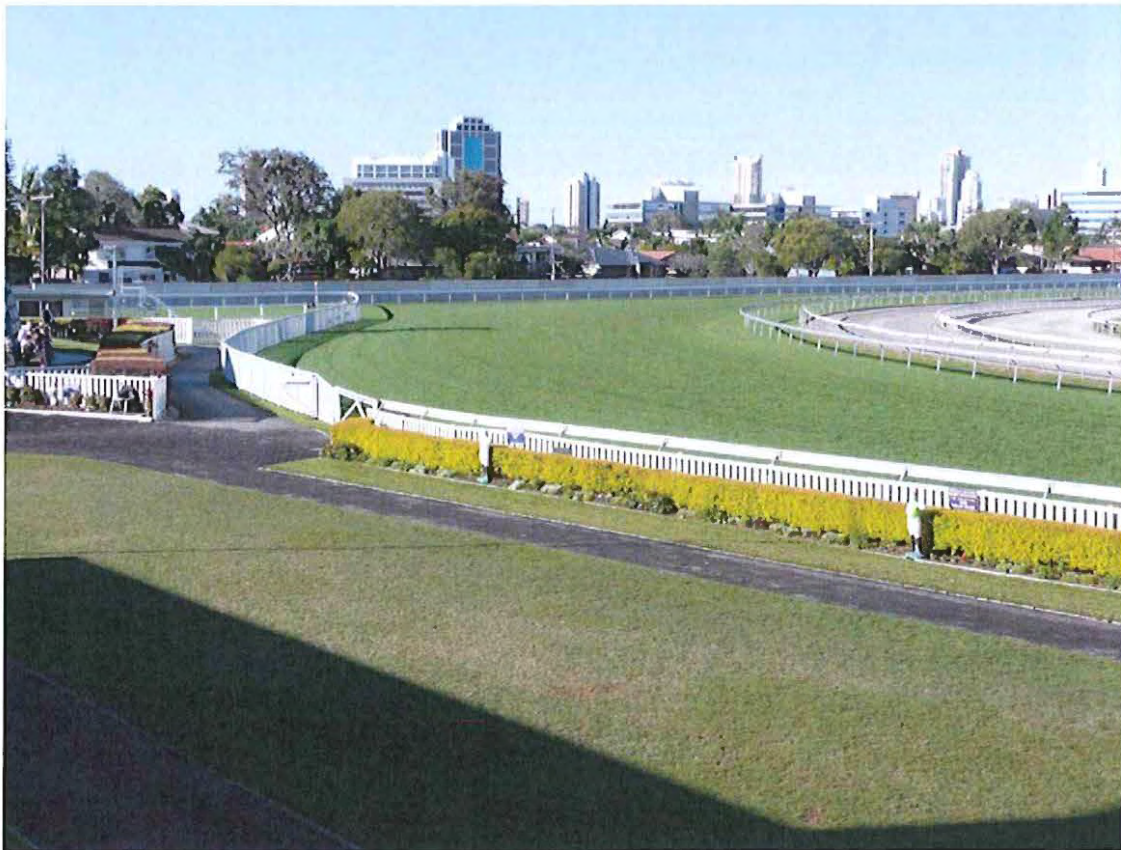
1. Gold Coast Turf Club entry statement



2. Existing Mounting Yard and 'The Dome'



3. Existing Winning Post and Mounting Yard



4. Existing away turn of the Course Proper



5. Main Straight of Existing Course Proper

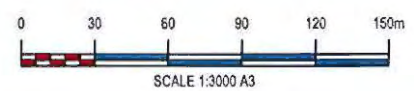


6. Existing Stewards and Camera Towers



Conceptual Design Drawings

- **Aerial Photograph of Existing Facilities**
- **Layout of Concept Design for Proposed Works**





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**PROPOSED RACECOURSE IMPROVEMENTS
AT BUNDALL RACECOURSE, GOLD COAST
FOR RACING QUEENSLAND LTD**

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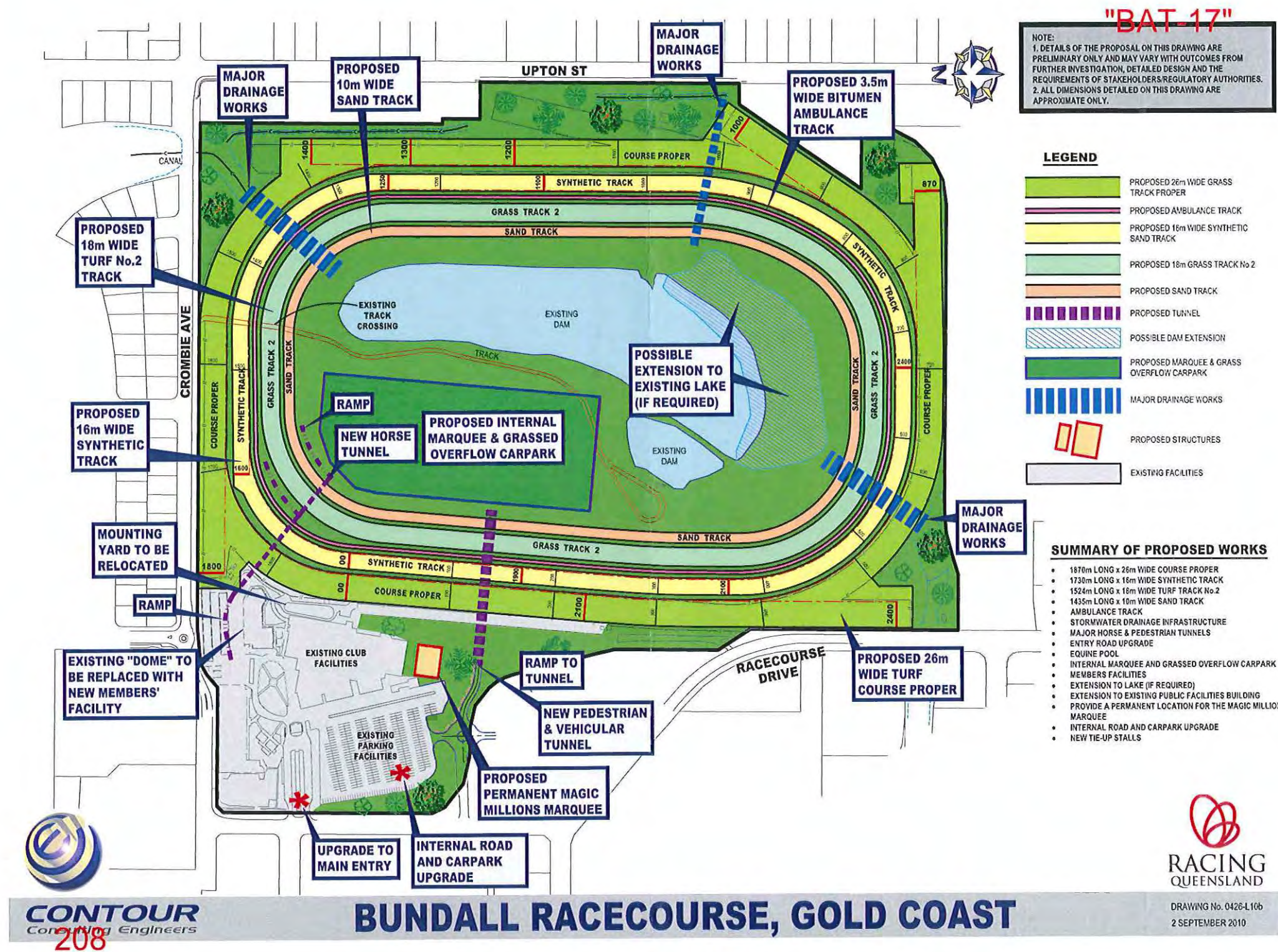
REV	DATE	COMMENT	BY	CHKD

PLAN DETAILS:	
Designed:	CF
Drawn:	WF
Checked:	BAT
Datum:	AHD
Date:	30-08-10

PLAN TITLE:
AERIAL OVERLAY PLAN

PLAN No: **0426-SK01** REVISION: SHEET: 1 OF 1

NOT FOR CONSTRUCTION





Preliminary Project Budget

PRELIMINARY PROJECT BUDGET

GOLD COAST RACECOURSE, BUNDALL at RACECOURSE DR, BUNDALL FOR RACING QUEENSLAND LTD

Wednesday, 15 September 2010

Contract No. 0426

CONSTRUCTION WORKS

Plan Ref: CCE Preliminary Drawing 0426-L01b

		<u>BUDGET</u>
1	Turf Course Proper - Metro Standard	\$ 7,300,000
2	Synthetic Track - Civil Works	\$ 2,530,000
3	Synthetic Surface Material	\$ 5,700,000
4	New Winning Post to Synthetic Track	\$ 50,000
5	Turf No. 2 - Minor Provincial Standard	\$ 1,800,000
6	Sand Training Track	\$ 1,100,000
7	Ambulance Track	\$ 890,000
8	New Running Rail to Course Proper & Synthetic	\$ 350,000
9	Relocated Running Rail to Grass No. 2 and Sand	\$ 100,000
10	Irrigation (excluding pumps)	\$ 500,000
11	Landbridges (Course Proper to Synthetic) - 8 no.	\$ 80,000
12	Synthetic Material Storage Bay	\$ 100,000
14	Communications/Electrical/Timing/Fibre Optics (Conduits Only)	\$ 250,000
15	Communications/Electrical/Timing/Fibre Optics Installation	\$ 150,000
16	Relocation and Reinstatement of existing electrical conduits	\$ 100,000
17	Mounting Yard Reconfiguration	\$ 50,000
18	Major Stormwater Infrastructure Extensions/Upgrades	\$ 1,500,000
19	Internal Marquee and Overflow Carpark	\$ 500,000
20	Magic Millions Marquee Area Allowance	\$ 75,000
21	Horse and Pedestrian Tunnel	\$ 2,930,000
23	Trafficable Tunnel (Pedestrian/Vehicular Access)	\$ 2,870,000
24	Internal Road Upgrade	\$ 330,000
25	Extend existing carpark behind grandstand	\$ 360,000
26	Entry Road Upgrade and Entry Statement Allowance	\$ 500,000
27	Fencing and Landscaping	\$ 250,000
28	Other Ancillary Works (replacement footpaths, minor drainage etc)	\$ 100,000
29	New Stewards/Camera towers (6 no.)	\$ 300,000
30	Upgrade to Training Lights	\$ 100,000
31	New Tie-up Stalls	\$ 200,000
32	Equine Swimming Pool	\$ 750,000
33	Scope Creep (1% of total works)	\$ 374,000
34	QLeave	\$ 202,251
SUB TOTAL (Construction)		\$ 32,391,251

MEMBERS FACILITY

35	New Members Facility (Ancillary Expenses included below)	\$ 6,335,000
SUB TOTAL (Members)		\$ 6,335,000

ANCILLARY EXPENSES

36	Asset Plan	\$ 52,000
37	Legal Fees	\$ 50,000
38	Town Planning	\$ 25,000
39	Geotechnical	\$ 125,000
40	Architecturals (Preliminaries, design, construction)	\$ 647,825
41	Civil Engineering (Preliminaries, design, construction)	\$ 2,107,870
42	Structural Engineering (Preliminaries, design, construction)	\$ 172,277
43	Electrical/Mechanical Building Consultant (prelims, design, construct)	\$ 647,825
44	Project Management	\$ 1,198,476
45	Landscaping Consultant (preliminaries, design, construction)	\$ 323,913
46	Environmental	\$ 150,000
47	Council application fees	\$ 50,000
48	Council Infrastructure Contributions allowance	\$ 1,619,563
49	Other Consultants (Survey, Building Surveyor, Electrical Design)	\$ 50,000
50	Electrical (Power Delivery)	\$ 50,000
51	Consultancy Fees on Scope Creep	\$ 56,100
SUB TOTAL (Ancillary)		\$ 7,325,848

PRELIMINARY PROJECT BUDGET

GOLD COAST RACECOURSE, BUNDALL at RACECOURSE DR, BUNDALL FOR RACING QUEENSLAND LTD

52	SUB TOTAL	\$	46,052,099
53	Contingency (5%)	\$	2,302,605

TOTAL PROJECT BUDGET (ex. GST)

\$ 48,354,704

Notes:

The estimated construction costs shown are based on a preliminary desktop investigation and should be considered as approximate only. These costs are subject to the following possible variations:

- ...Changes/additional works resulting from Racing Queensland
- ...Changes/additional works resulting from detailed Engineering design
- ...Changes/additional works resulting from Local and/or State Government requirements
- ...Construction tenders at higher than anticipated market rates
- ...Additional unforeseen construction costs (extensive rock or poor ground, inclement weather etc)
- ...Reductions in accuracy with the passing of time

Council Fees and Charges are approximate only and subject to confirmation by Council at the time of development approval.

Estimate for equine pool based on advice from Warren Williams (Racing Queensland).

This estimate assumes existing running rail can be reused for Grass No 2 and Sand Tracks.

No allowance has been made for intersection upgrade works to Racecourse Drive or Crombie Avenue.

We have allowed for full irrigation replacement. Removal of existing systems included within track civil works.

Carpark and road network cost do not include street lighting.

Fibre & Mesh additives to growing medium are not included. Should this be desirable, an addition of approximately \$40/sq.m is required.

Estimate excludes new or reinstatement of existing bullring.

Estimate for Tie-up stalls based on \$250,000 (Construction + Ancillary) budget figure supplied by Racing Queensland.

Prices based on our recent experience at Caloundra, Toowoomba and Rockhampton racecourses, and with aid from

Rawlinsons Australian Construction Handbook, Ed. 28 and Racing Queensland employees, where applicable.

Bebo/Humes Arch prices supplied by Humes, dated July 2009, and increased for CPI generally in accordance with Rawlinsons

Australian Construction Handbook, Ed. 28.



Preliminary Project Programme

