

## QUEENSLAND RACING COMMISSION OF INQUIRY

### AFFIDAVIT OF BRETT THOMSON

I, **BRETT ALEXANDER THOMSON**, of Level 1, 6 Innovation Parkway, Birtinya, in the state of Queensland, director of Contour Consulting Engineers Pty Ltd, state on oath:

1. I refer to my affidavits sworn 5 August 2013, 27 August 2013 and 30 August 2013. On about 27 August 2013, I received a notice of "Requirement to Provide Information and Produce Documents" from the Commission ("**the August 27 Information Notice**"). Following are my responses to the matters contained in the Schedule A and Schedule B of the August 27 Information Notice.
2. **In regard to Schedule A - Paragraph 1:** Notwithstanding that the Toowoomba Turf Club ("**TTC**") is not one of the Relevant Entities defined by the Terms of Reference, I attach information from our files relating to Contour Project Number 0592 – Car park Upgrade – Clifford Park for the TTC. The information includes the following:
  - (a) Copy of Contour's paper file;
  - (b) Copy of Computer Files, including correspondences and invoices;
3. **In regard to Schedule B - Paragraph 1:** I do not believe that Contour performed services for any club or entity conducting thoroughbred, harness or greyhound racing in Queensland other than those already outlined in the response to the Notice dated 04 July 2013, and identified as the TTC car park.
4. **In regard to Schedule B - Paragraph 2:** The revenue received by Contour from the TTC Car park project is \$18,997.50 (ex GST). Note that Invoice Number INV01145 included a disbursement of \$3,455.00, being reimbursement of fees paid by Contour on behalf of TTC to Toowoomba Regional Council. As such the \$3,455.00 is not included as revenue to Contour.
5. **In regard to Schedule B - Paragraph 3:** In relation to the files included in paragraph 2 hereof, I believe that:
  - (a) In about May 2009, Contour held discussions with Mr Col Zeller ("**Zeller**") of TTC regarding the opportunity for Contour to design and manage the construction of the TTC's Hersley Street car park. It is my understanding that Zeller considered that TTC could save on consultant's costs if he himself managed the procurement of the project.
  - (b) Zeller negotiated directly with Colin Grusanski of Blacklaw Civil Contractors ("**Blacklaw**") regarding a price to design and construct the proposed upgrades to the drainage, pavement and asphaltting of the car park.
  - (c) TTC engaged Blacklaw directly to undertake the design and construction works.
  - (d) In about June 2013, I was contacted by Zeller regarding requirements of TTC to make application to the Local Authority for a Development Approval (Operational Works Permit) for the car park works. I recall that the works had been substantially commenced by Blacklaw at that time. Contour were requested by Zeller to fast-track an Operational Works Application through Council so that the construction could be approved and the works would not be delayed, as the car park was required for patrons for the upcoming grand opening of the new synthetic track facilities.
  - (e) On about 2 July 2009, and in relation to the Operational Works Permit Application, Contour provided a Fee Proposal to the TTC to perform engineering design and construction phase services to the car park, upon which Contour were commissioned by TTC.


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**AFFIDAVIT OF BRETT THOMSON**  
Filed on behalf of the Respondents

**Porter Davies Lawyers**  
Level 5, 46 Edward Street  
BRISBANE QLD 4000  
Telephone: 07 3001 2100  
Facsimile: 07 3105 7360  
Ref: RML:14854

- (f) In order to provide the Local Authority with sufficient details to make a properly made application, Contour undertook a design of the car park. This design by necessity was required to reflect the design by Blacklaw, including accounting for the recent construction activities.
  - (g) In about July 2009, Zeller requested that Contour provide services to TTC for the assessment of Contractor's claims.
  - (h) On about 8 July 2009, Contour provided a preliminary estimate of construction costs to the Local Authority in response to their request. This estimate was based on the pricing provided by Blacklaw to TTC, and was not for use in pricing the project. The estimate was for the purposes of assessing claims and providing information to enable Council to set an application fee (based on the cost of works) for the Operational Works Application.
  - (i) On about 9 July 2009, Contour lodged an Operational Works Application with the Local Authority. It is to be noted that Contour paid the application fee of \$3,455.00 on behalf of TTC so as to fast-track the lodgement in lieu of waiting for TTC's internal accounting systems to produce a cheque.
  - (j) On about 24 July 2009, Contour received an Information Request on the Operational Works Application. The information requested included reference to stormwater management issues and car parking layout details. This Information Request was subsequently dealt with by Contour to Council's satisfaction.
  - (k) Contour's claim certificates clearly include reference to **"The Project Price is \$458,470.45 as negotiated by BCC and TTC"**. It is my understanding that BCC refers to Blacklaw Civil Contractors.
6. In regard to the TTC car park, I understand that there has been some conjecture regarding the reasonableness of the price of the works, especially in the context that TTC subsequently obtained a quotation to seal the Wyalla Street Car park which is significantly larger than the car park reconstructed by Blacklaw.
  7. Notwithstanding that Contour were not involved in the negotiation of the price for the car park reconstruction performed by Blacklaw, I hold concerns that a direct comparison of prices for a "seal" on one car park project, should be tempered by knowledge of differences in comparing a complete reconstruction of another project that included earthworks, road-base layers, underground drainage pipes, and surface drainage systems.
  8. **In regard to Schedule B - Paragraph 4:** In regard to the contractors and sub-contractors involved, I refer to paragraphs 5 to 7 hereof.
  9. All 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 **29 AUGUST 2013** at **BIRTINYA, QUEENSLAND** in the presence of:

  
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 Deponent

  
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 Justice of the Peace/Solicitor/ Rebecca Ann Patrick  
 Commissioner of Declarations- Reg. 106955