

PROPOSED INFRASTRUCTURE AGREEMENT BETWEEN FAR NORTH QUEENSLAND PORTS CORPORATION LIMITED T/A PORTS NORTH AND CAIRNS REGIONAL COUNCIL – TRANSPORT INFRASTRUCTURE (COOK STREET BRIDGE) – 2-48 COOK ST, PORTSMITH – DIVISION 5

PGS | 70/4/6 | #7835486

RECOMMENDATION:

That Council:

1. Agrees to enter into a proposed Infrastructure Agreement with Far North Queensland Ports Corporation Limited T/A Ports North, for the provision of trunk infrastructure being a transport works contribution for the replacement of the Cook Street Bridge, in general accordance with the terms set out in the attached Draft Infrastructure Agreement including:
 - a. The final dollar amount that Council will provide to the Developer as a Financial Contribution is limited to \$1,500,000.00 excluding GST, as stated in Schedule 3 – Infrastructure Contribution Schedule (ICS) of the Draft Infrastructure Agreement.
2. Approve a Project Launch Approval for the following project:
 - a. Project No. 600007 – Cook Street Bridge (LGIP ID SBF32) with a total Project Launch Budget for Council’s financial contribution of \$1,730,379.00 excluding GST and an Approved End Date of 30 June 2030.
3. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to enter into contracts, negotiate, finalise and execute any and all matters associated with the Infrastructure Agreement and associated projects.

INTERESTED PARTIES:

Far North Queensland Ports Corporation Limited T/A Ports North

Note: The identification of interested parties is provided on a best endeavours basis by Council Officers and may not be exhaustive.

EXECUTIVE SUMMARY:

Far North Queensland Ports Corporation Limited T/A Ports North (the **Developer**) and Council have been engaged in negotiations regarding a proposed Infrastructure Agreement (**IA**) that relates to the replacement of the Cook Street Bridge in Portsmith. The proposed bridge work represents a component of the broader Cairns Marine Precinct – Common User Facility project, proposed to be undertaken by the Developer. The purpose of the IA is to recognise the project Design and Construction Approval Process (DCAP) and Council's financial contribution towards the total cost of the works required to replace the existing bridge.

Under the *Planning Act 2016* (the **Act**), Council generally has an obligation to reimburse a Developer for the Establishment Cost of trunk infrastructure. The establishment cost for trunk infrastructure is ordinarily recognised as an offset against any levied charges payable for the development. If the establishment cost exceeds the value of levied charges, a refund to the Developer would ordinarily apply. In this instance, the relevant works are required to be carried out to assist in facilitating the development of the broader Cairns Marine Precinct – Common User Facility project. Council has not issued any Levied Charges notice for associated development that has been approved to date, as this has been limited to works only.

Through negotiations between Council Officers and the Developer, in-principal agreement has been reached as to the quantum of Council's financial contribution towards the cost associated with replacing the Cook Street Bridge. That contribution is to be a maximum of \$1,500,000.00 excluding GST. The works to be delivered by the Developer involve the complete demolition and replacement of the existing bridge. The total cost of all works associated with delivering the replacement bridge are anticipated to exceed \$10m.

In addition to Council's financial contribution, the Draft IA sets out the terms for a project specific DCAP which Council and the Developer will follow as the project progresses. This will ensure the replacement infrastructure aligns with Council's standards and that Officers have an opportunity to inspect as construction progresses.

The project launch budget for the work is for a total of \$1,730,379.00 excluding GST. In addition to the abovementioned financial contribution, the total budget includes costs that Council has previously incurred relating to earlier design work on a replacement bridge, and costs that Council will incur in the future relating to the administration and inspection processes per the DCAP.

So that Officers may progress and ultimately finalise these matters without further resolution from Council, it is recommended that Council resolve to delegate the final negotiations and execution of the IA to the CEO.

BACKGROUND:

Subject Land and Surrounding Development

The Cook Street Bridge spans across the Fearnley Street drain at Portsmith, approximately 240m upstream of the discharge point into Trinity Inlet. The existing road and bridge environment is characterised by a significant presence of marine industrial uses occurring in this part of Portsmith, with a major shipyard (Austal) located just west of the existing bridge. The bulk sugar terminal buildings and HMAS Cairns are located east of the bridge along Cook Street.

The proposed site of the Cairns Marine Precinct – Common User Facility is to the north of the Bridge, on a large, generally vacant site properly described as Lot 485 SP354940.

The surrounding industrial and maritime land uses are shown in the following aerial image (Figure 1).



Source: Qld Globe © State of Queensland

FIGURE 1: LOCALITY PLAN

The replacement Cook Street Bridge is one component of the broader Cairns Marine Precinct – Common User Facility project proposed to be delivered by Ports North. To date, Council has been involved in the assessment of two separate applications for Operational Work associated with early works proposed to occur on and adjacent to Lot 485.

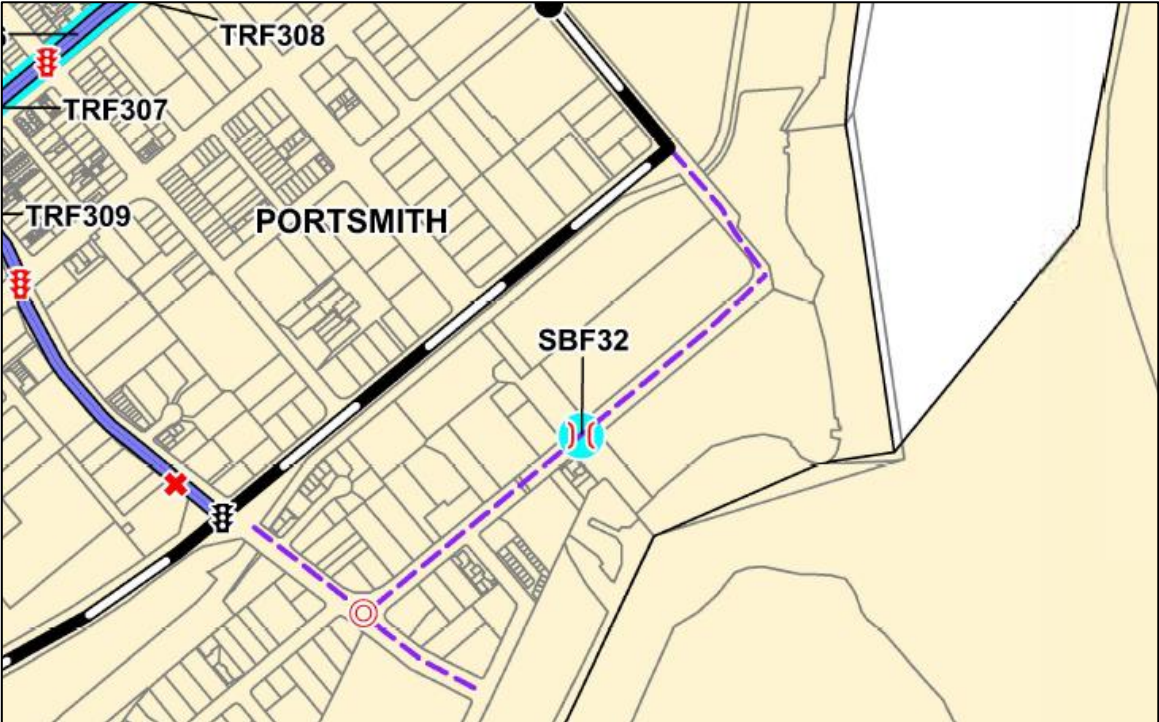
As part of the early works, preliminary designs associated with the replacement bridge have been prepared and are included as **Attachment 2** to this report. The preliminary designs demonstrate various improvements will be provided as part of the project, including channel alteration to the Fearnley Street drain and a change in finished level of the bridge, leading to overall improvements to flood resilience and hydraulic capacity. Additional safety improvements include an approximate 1.5m widening of the road pavement and provision of a separated cycle lane.

Local Government Infrastructure Plan (LGIP)

Council's LGIP forms part of the planning scheme - Cairns Plan 2016. The LGIP is Council's principal infrastructure planning policy and identifies the local government's plans, at a point in time, for trunk infrastructure that is necessary to service development in a coordinated, efficient and financially sustainable manner.

The Cook Street Bridge is included within the LGIP, referenced by its identification number SBF32, and shown on the following extract from LGIP PFTI Sheet No. TR-R-11. At the time of preparing the LGIP, it had been anticipated that the bridge may be upgraded by 2020, with a nominated works base cost of \$2,290,698.00.

Council has not progressed with substantive work to upgrade or replace the bridge, however some preliminary design work has previously been completed. That preliminary work has been beneficial to the current negotiations, in Officers considering the proposal put forward by the Developer for their preferred design outcome.



Source: CRC LGIP

FIGURE 2: EXTRACT OF LGIP PFTI SHEET NO. TR-R-11

Proposed Infrastructure Agreement

The Developer and Council have engaged in negotiations regarding the infrastructure required to be provided as part of the development of the Common User Facility. To date, negotiations have focused on the project specific design and construction approval process (**DCAP**) that is to be followed by the parties and also the quantum of financial contribution to be provided by Council.

The DCAP sets out a 17-step process designed to capture the whole of the project, from early design engagement with Council, through formalisation of the design and ultimately approval of the final detailed design, construction phase matters and inspections, on-maintenance and off-maintenance procedures. The DCAP has been formulated in conjunction with the Developer in this instance given the specific circumstances of the project. The DCAP acknowledges that the first three steps have been completed, which in essence reflects the early engagement with Council on the requirements for the project.

As the project progresses through each of the steps, there is adequate oversight and review of what will ultimately become an asset of Council, to ensure that it meets all relevant standards and requirements.

The Financial Contribution is included in the Infrastructure Contribution Schedule (**ICS**) of the Draft Infrastructure Agreement at **Schedule 3**. The ICS contains three items relating to the project, being the Works Contribution, split into Design and Construction, to be delivered by the Developer. The other is the Financial Contribution to be provided by Council.

The contribution by Council is linked to the project progressing through the DCAP process, with the first contribution being required at the time the project has been fully constructed and reached the 'On Maintenance' phase. The second contribution is due once the project reaches the 'Off Maintenance' phase, which occurs after a minimum 12-month maintenance period. This in essence means that Council holds \$750,000.00 in security to ensure that any defects that are identified through the 12-month 'On Maintenance' phase are appropriately rectified prior to the final contribution being provided.

A copy of the Draft Infrastructure Agreement is provided at **Attachment 1**.

Infrastructure Charges (Offsets and Refunds)

Infrastructure charges have not been levied upon the development of the Common User Facility to date as all development approvals issued by Ports North to date have been for Works only.

Project Launch Approval

Project Launch Approval for Project No. 600007 is sought as a specific resolution as part of this report, given the recommendation for the proposed Transport Infrastructure IA.

The total budget for the project is \$1,730,379.00 excluding GST. This amount includes the following components:

1. Financial contribution of \$1,500,000.00 excluding GST;
2. Design costs from prior years of \$120,000.00 excluding GST; and
3. Allowance of ~\$110,000.00 excluding GST for future administration and inspection costs associated with the Design and Construction Approval Process (DCAP) provided for within the IA.

With respect to items (2) and (3) above, Council has previously investigated options to either upgrade or replace the existing bridge in order to maintain its long-term functionality. For a variety of reasons including infrastructure prioritisation and scheduling, such work did not progress past the preliminary phase.

OPTIONS:

Option 1 (Recommended)

1. Agrees to enter into a proposed Infrastructure Agreement with Far North Queensland Ports Corporation Limited T/A Ports North, for the provision of trunk infrastructure being a transport works contribution for the replacement of the Cook Street Bridge, in general accordance with the terms set out in the attached Draft Infrastructure Agreement including:
 - a. The final dollar amount that Council will provide to the Developer is limited to \$1,500,000.00 excluding GST, as stated in Schedule 3 – Infrastructure Contribution Schedule (ICS) of the Draft Infrastructure Agreement.
2. Approve a Project Launch Approval for the following project:
 - a. Project No. 600007 – Cook Street Bridge upgrade (LGIP ID SBF32) with a total Project Launch Budget for Council’s financial contribution of \$1,730,379.00 excluding GST and an Approved End Date of 30 June 2030.
3. Delegates authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to enter into contracts, negotiate, finalise and execute any and all matters associated with the Infrastructure Agreement and associated projects.

Option 2 (not recommended)

That Council:

1. Resolves to not enter into a proposed Infrastructure Agreement with Far North Queensland Ports Corporation Limited T/A Ports North, regarding the provision of trunk infrastructure being a transport works contribution (Cook Street Bridge).

2. Resolves to not approve the Project Launch Approval for Project No. 600007 – Cook Street Bridge (LGIP ID SBF32) with a total Project Launch Budget for works of \$1,730,379.00 excluding GST and an Approved End Date of 30 June 2030.

CONSIDERATIONS:

Risk Management:

The Cook Street Bridge is recognised as an existing trunk infrastructure asset in Council's LGIP, with Council responsible for ongoing maintenance and safety of the infrastructure. In the absence of the proposed Common User Facility proceeding, it is likely that Council would need to undertake works to the bridge to ensure it remains fit for purpose. Having the work completed as part of the Common User Facility project, with Council providing a financial contribution towards the replacement cost, represents a favourable outcome for Council.

There is a risk that if the Common User Facility project does not proceed, then Council will need to undertake works to the bridge in the future. Such works are not currently contemplated in the forward estimates.

Council Finance and the Local Economy:

Council's financial contribution towards the project is a set amount that is not subject to indexation. Relevant internal teams have been briefed on this matter and appropriate budget allocations made.

Council's financial contribution is to occur in two equal instalments of \$750,000.00 excluding GST, the first once the works have reached 'on maintenance' and the second once the works have reached 'off maintenance'.

Community and Cultural Heritage:

The delivery of this infrastructure will support the broader Cairns Marine Precinct – Common User Facility project, a regionally significant project for marine and defence industries in Cairns. The project proponent will be ultimately responsible for ensuring all obligations for cultural heritage are addressed.

Natural Environment:

CairnsPlan 2016 sets out framework to ensure appropriate development occurs, which is reflected within the Overlay, Local Plan, Zone and Development Codes. The design of the replacement bridge will be assessed for its consistency with this framework.

Corporate and Operational Plans:

The recommendation supports the Strategic Objectives of the Robust Economy, Design for Liveability, and Focused Council contained in Council's Corporate Plan 2025-2030.

Statutory:

The infrastructure planning and charging framework for Queensland is prescribed under the *Planning Act 2016* and the associated *Planning Regulation 2017*.

The ability for Council and the Developer to enter into an Infrastructure Agreements and the associated legislative requirements are provided for under the Act.

Policy:

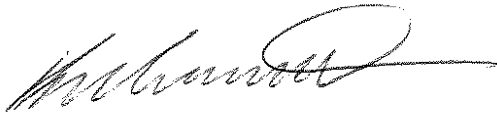
Council does not presently have a formal policy on Infrastructure Agreements however the Planning Act 2016 and Charges Resolution provide the basis for IA's. In this instance where Council has not levied a Charges Notice, the matter has been managed consistent with the provisions contained within the Act, which expressly contemplate that a person may enter into an agreement with a public sector entity about providing or funding infrastructure.

CONSULTATION:

Officers from Cairns Infrastructure & Assets and Finance & Business Services Departments of Council have been consulted in the preparation of this report for matters relating to the IA.

ATTACHMENTS:

1. Draft Infrastructure Agreement - [#7777204](#)
2. General Arrangement Plans - [#7839292](#)



Brett Nancarrow
Interim Executive Manager Development & Planning



Dr Mark Davey
Director – Planning, Growth & Sustainability

ATTACHMENT 1 – DRAFT INFRASTRUCTURE AGREEMENT - #[7777204](#)



Far North Queensland Ports Corporation Limited T/as Ports North

Cairns Regional Council

Infrastructure Agreement

Cook Street Bridge Replacement (Works Contribution (Design & Construct) and Financial Contribution)

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Date

Parties

Far North Queensland Ports Corporation Limited T/as Ports North (ABN 38 657 722 043)
(Developer)

Cairns Regional Council (Council)

Background

- A The Developer is delivering the Cairns Marine Precinct Expansion Program, including the Common User Facility Project and anticipates that it may be necessary to replace the existing Cook Street Bridge with a new bridge in order to maintain the required capability of the road network infrastructure in the area.
- B The Developer and the Council have agreed to execute this document to record their agreement about:
- a. the design, demolition and construction of the replacement Cook Street bridge (being the Works Contribution); and
 - b. the Financial Contribution by the Council in the event the Works Contribution is required.
- C The Works Contributions is wholly located within the Cook Street road reserve, adjacent to land at 2 - 48 Cook Street, Portsmith, properly described as Lot 485 on SP323637. This road reserve forms part of Council's local road network, with consent to undertake the works provided through various consents and permits.
- D The Developer has an operational works permit DA25-02, granted by Ports North on 14 November 2025 for the demolition of the Cook Street Bridge. Any demolition of the Cook Street Bridge will be undertaken in accordance with that permit.
- E The Developer and Council have agreed to timing for the replacement bridge to be completed, being within four years of any demolition of the existing Cook Street Bridge.
- F Council has resolved to provide a Financial Contribution towards the Works Contribution in accordance with the resolution of Council made at the Ordinary Meeting of Council held on 25 March 2026.
-

Agreed terms

1 Commencement

1.1 Commencement

This document commences on the date when the last party executes this document, which is to be recorded by that party in **Item 1** at the time of execution.

2 Infrastructure agreement

2.1 Purpose of this document

The purpose of this document is to establish the parties' rights and obligations in relation to the Infrastructure Contributions identified in the Infrastructure Contribution Schedule (the **ICS**).

2.2 Application of Planning Act

This document is an infrastructure agreement under the Planning Act and, in particular, under section 158 of the Planning Act.

2.3 No fetter

Nothing in this document fetters the rights, powers, authorities, functions or discretions of Council, any other Approval Authority or any other government agency under the provisions of any Law.

2.4 Relationship with other documents

- (a) The Developer Obligations satisfy all of the obligations of the Developer to provide the Works Contributions for design, demolition, and construction of the replacement for the Cook Street Bridge in respect of the Development. The Developer is not required to provide any further Infrastructure Contributions in respect of the Development except as provided for in this document.
- (b) Nothing in this document prevents further Infrastructure Contributions, including for the Cook Street Bridge infrastructure, being required for any other development of the Land, other than the Development.

2.5 Adverse change to planning instrument

The Developer Obligations do not depend on development entitlements that may be affected by a change to a planning instrument.

2.6 No appeal rights

The parties must not commence any Claim in relation to a condition of a development approval requiring compliance with this document.

3 Parties' obligations

3.1 Developer's obligations

The Developer must:

- (a) Design the Works Contribution identified in the ICS and in accordance with **clause 5.1**;
- (b) Subject to **clause 6**, provide the Works Contribution in accordance with **clause 5.2** and the ICS;
- (c) otherwise comply with the terms of this document.

3.2 Council's obligations

Council must:

- (a) Provide the Financial Contribution in accordance with and at the time stipulated by the ICS;

- (b) accept any Works Contribution provided to it in accordance with this document; and
- (c) otherwise comply with the terms of this document.

4 Infrastructure Contributions to comply

4.1 Purpose or use of an Infrastructure Contribution

The Developer covenants and agrees that to the extent an Infrastructure Contribution attributable to the Developer is stated or implied as having a particular purpose or use, Council:

- (a) has not made a representation or warranty that a Works Contribution is to be used for a particular purpose or use;
- (b) has no obligation to use a Works Contribution for a particular purpose or use;

4.2 Infrastructure Contributions to comply generally

An Infrastructure Contribution must be provided in accordance with the ICS.

4.3 Requirement to obtain Approvals

The Developer must, in providing any Infrastructure Contribution:

- (a) apply for and obtain from an Approval Authority any and all necessary Approvals to provide the Infrastructure Contribution;
- (b) subject to section 157 of the Planning Act, to the extent that it applies, comply with, and provide the Infrastructure Contribution in accordance with, any and all relevant Approvals; and
- (c) obtain all of the relevant approvals or authorisation for and manage all of the relevant service relocation and connections, including Origin gas connections.

5 Design and Construction of the Works Contribution

5.1 Design of the Works Contribution

- (a) The Developer must:
 - (i) design the Works Contribution in accordance with the **Design and Construction Approval Process** (the **DCAP**) set out in **Schedule 4**; and
 - (ii) complete the Design of the Works Contribution in accordance with the timing in the DCAP.

Note: Schedule 4, column 3 specifies the timeframes for each Step under the DCAP.

5.2 Construction of the Works Contribution

- (a) The Developer must:
 - (i) construct the Works Contribution in accordance with the DCAP set out in **Schedule 4**;

- (ii) complete the Construction of the Works Contribution in accordance with the timing in the DCAP; and
- (iii) bring the Works Contribution to Completion within four years of the demolition of the Cook Street Bridge.

Note: Schedule 4, column 3 specifies the timeframe for each Step under the DCAP.

6 Construction of the Works Contribution by the Council

6.1 Trigger for the Council electing to construct the Works Contribution

The Council will have grounds for electing to construct the Works Contribution or alternative infrastructure if:

- (a) the Developer is in substantial breach of a material obligation in the DCAP, including a timing obligation;
- (b) Council has given a Default Notice in accordance with **clause 12** specifying a period of no less than 30 business days to rectify the default;
- (c) the Developer has not remedied the default specified in the Default Notice within the time specified, or given a Dispute Notice in accordance with **clause 13**; and
- (d) acting reasonably, Council considers that construction of the Works Contribution or alternative infrastructure is required.

6.2 Notice of intention to construct

- (a) Where Council intends to construct the Works Contribution in the event of the trigger in **clause 6.1**, Council must issue a notice of intention to construct to the Developer that states:
 - (i) Council's intention to construct the Works Contribution;
 - (ii) the date, no less than 30 business days from the date of the notice, on which Council intends to commence or continue construction of the Works Contribution or alternative infrastructure; and
 - (iii) that the Developer is no longer required to construct the Works Contribution.
- (b) Where the Developer receives a Notice under **clause 6.1**, and the DCAP has not been completed, the Developer must:
 - (i) provide a statement to Council confirming the work completed under the DCAP;
 - (ii) provide Council all completed design work under the DCAP; and
 - (iii) provide Council details of the costs incurred by the Developer for design work under the DCAP.

7 Termination

The parties agree that where Council constructs the Works Contribution in accordance with **clause 6**, this document terminates, without affecting any accrued rights, and the Developer's obligations under this agreement no longer apply.

8 Works Contract

8.1 Content of Works Contract

A Works Contract must require the construction of the relevant Works Contributions:

- (a) in accordance with the requirements of this document; and
- (b) based on the approved Design Deliverables under the DCAP.

A copy of the Works Contract for construction of the Works Contribution is to be provided to Council within 10 business days of the Developer entering into the contract.

8.2 Reporting

- (a) The Developer must promptly provide the Council with Notice of any material event relevant to a Works Contract that comes to the Developer's knowledge, including:
 - (i) the entering into of the Works Contract;
 - (ii) appointment of a superintendent under the Works Contract, including the identity of the superintendent;
 - (iii) any matter that may materially delay the Works Contributions from reaching Completion, On Maintenance, or Off Maintenance;
 - (iv) the termination of the Works Contract.

9 Financial Contribution

9.1 Application of this clause

- (a) The Developer is entitled to receive the Financial Contribution for completing the Works Contribution in the following items of the ICS:
 - (i) Item 1.1.1: Works Contribution (Design): for the design of the bridge in accordance with the DCAP; and
 - (ii) Item 1.1.2: Works Contribution (Construction) for the full construction of the bridge in accordance with the DCAP and as approved by Council under ICS Item 1.1.1.

9.2 Financial Contribution

The value of the Financial Contribution from Council is \$1,500,000.00 no GST.

9.3 Payment of Financial Contribution

Council must pay the full amount of the Financial Contribution in accordance with ICS Item 1.1.3 where the Developer has met the contribution and timing provisions for the Works Contribution under ICS Items 1.1.1 and 1.1.2.

10 On maintenance and off maintenance

10.1 Application of this clause

This clause applies in relation to any Works Contribution provided by the Developer under this document.

10.2 Usual requirements apply

The Developer must comply with all usual requirements that Council would ordinarily impose in relation to the maintenance of the Works Contribution, in accordance with Council's policies and practices as in force from time to time, as if the Works Contribution had been required under a condition of a development approval, rather than under this document, except that the Developer will not be required to provide security of any kind to Council.

10.3 Notice of documents, etc

- (a) At least 20 Business Days prior to the date that the Developer anticipates the Works Contribution will reach Completion, the Developer must give a Notice to Council requesting confirmation of the requirements that will apply to the Works Contribution under **clause 10.2**.
- (b) Within ten (10) Business Days of receiving any Notice under **clause 10.3(a)**, Council must provide a Notice to the Developer that attaches, contains, links, or references to, or otherwise identifies the requirements that will apply to the Works Contribution under **clause 10.2**.

10.4 Works Completion

- (a) Following receipt of a Notice referred to in **Step 15** of the DCAP, Council may undertake an inspection of the Works Contribution for the purpose of determining whether the Works Contribution has reached Completion and should be accepted as On Maintenance.
- (b) Council's consideration of the Notice given under **Step 15** of the DCAP is limited to a consideration of whether the Works Contribution has been completed in accordance with the Developer Obligations and any relevant Approval.
- (c) If the Developer is notified under **Step 16.a** of the DCAP, any party may give a Dispute Notice under **clause 13.2**.
- (d) The Works Contribution will have reached On Maintenance on:
 - (i) the date that Council confirms that the Works Contribution is On-Maintenance under **Step 16.b** of the DCAP; or
 - (ii) if a Dispute Notice is given, once it is determined that the Works Contribution is On Maintenance through the dispute resolution process in **clause 13**; or
 - (iii) if Council does not respond to the Developer's Notice referred to in **Step 16.b** of the DCAP within the time frame in the DCAP, on the date of the Developer's Notice under **Step 15** of the DCAP.

10.5 Maintenance of Works Contribution

The Developer, at its own cost, must maintain any Works Contribution provided by the Developer for the duration of the On Maintenance Period, including

rectification of any defects arising from the design or construction of the Works Contribution.

10.6 On Maintenance Period

The Works Contribution On Maintenance Period:

- (a) is 12 Months; and
- (b) commences the day the Works Contribution reaches On Maintenance in accordance with **clause 10.4(d)**.

10.7 Off Maintenance

- (a) At the end of the Maintenance Period for a Works Contribution, the Developer must provide to Council a Notice which includes:
 - (i) a certificate from a RPEQ that any and all known defects in the Works Contribution have been rectified or varied; and
 - (ii) a request that Council confirm that the Works Contribution be accepted as Off Maintenance.
- (b) Following receipt of the Notice referred to in **clause 10.7(a)**, Council may undertake an inspection of the Works Contribution for the purpose of determining whether the Works Contribution should be accepted as Off Maintenance, and the Developer must allow Council entry onto the Land for that purpose.
- (c) Within 15 Business Days of receipt of the Notice referred to in **clause 10.7(a)**, Council must:
 - (i) consider the Notice; and
 - (ii) confirm in writing to the Developer either:
 - (A) that the Works Contribution is Off Maintenance (has achieved Final Works Acceptance); or
 - (B) the reasons that Council does not consider that the Works Contribution is Off Maintenance.
- (d) Council's consideration of the Notice given under **clause 10.7(a)** is limited to a consideration of whether the Developer has met its maintenance obligations in **clause 10.5** including the rectification of defects arising from the design or construction of the Works.
- (e) If the Developer is notified in accordance with **clause 10.7(c)(ii)(B)**:
 - (i) the Developer must:
 - (A) at its own cost, remedy any relevant defect; and
 - (B) once remedied, resubmit the Notice; and
 - (ii) within 15 Business Days of receiving the re-submitted Notice, Council must:
 - (A) consider the re-submitted Notice; and
 - (B) either confirm in writing to the Developer:
 - (1) That it is satisfied that the Works Contribution is Off Maintenance (has achieved Final Works Acceptance);
or

- (2) That it is not satisfied that the Works Contribution is Off Maintenance along with the reasons why.
- (f) If the Developer is notified in accordance with **clause 10.7(e)(ii)(B)(2)**, the Notice provided by Council will be a Dispute Notice for the purposes of **clause 13.2**.
- (g) If Council does not respond to the Notice provided by the Developer in accordance with **clause 10.7(a)** or **10.7(e)(i)(B)**, the Works Contribution will be deemed to be Off Maintenance (has achieved Final Works Acceptance) on the date of the Developers notice under **clause 10.7(a)** or **clause 10.7(e)(i)(B)**.
- (h) The Works Contribution will be Off Maintenance on the date that Council confirms that the Works Contribution is Off Maintenance or, in accordance with **clause 10.7(g)**, or if a Dispute Notice is given, once it is determined that the Works Contribution is Off Maintenance through the dispute resolution process in **clause 13**.

11 Entry by Council

11.1 Inspection

For the purposes of an inspection under **clauses 10.4(a) or 10.7(b)** and subject to **clause 11.2** and **clause 11.3**, Council may enter the Land, or any land on which a Works Contribution is provided, with all necessary vehicles, plant and equipment to:

- (a) examine, inspect, test and monitor the state and condition of the land and the Developer Obligations; and
- (b) ascertain whether the Developer Obligations have been complied with.

11.2 Notice of entry

Council must give reasonable notice to the Developer of its intention to enter land for the purposes of an inspection under **clauses 10.4(a) or 10.7(b)**.

11.3 Compliance with reasonable directions

Council must comply with any reasonable directions of the Developer (including any principal contractor of the Developer) while on land under this **clause 11**.

11.4 Indemnity

- (a) Subject to **clause 11.4(b)**, this **clause 11** is of no effect unless Council agrees to indemnify the Developer from and against all Claims, losses, damages, costs or expenses which may be suffered by Council in respect of a consequence of Council's negligent acts or omissions, or a breach of **clause 11.3**.
- (b) Council is not required to indemnify the Developer under **clause 11.4(a)** to the extent that:
 - (i) the relevant Claim, loss, damage, cost or expense results from any act or omission of the Developer; or
 - (ii) the Developer has failed to take all reasonable steps to mitigate the Claim, loss, damage, cost or expense.

12 Default

12.1 Giving of Default Notice

If a party considers that another party has defaulted in respect of an obligation under this document, that party (i.e., the non-defaulting party) may give a Default Notice to the party considered to be in default:

- (a) specifying the default in reasonable detail; and
- (b) requesting the defaulting party to rectify the default within a reasonable period specified in the Default Notice.

12.2 Failure to comply with Default Notice

If a party receives a Default Notice and fails to comply with the Default Notice, the party that gave the Default Notice may (without limiting any of its rights) recover from the defaulting party as a liquidated debt the money it expends in giving the Default Notice.

12.3 Effect of Default Notice

- (a) If a Dispute Notice is given in relation to a default the subject of a Default Notice, there is no obligation to comply with the Default Notice until the dispute is resolved under **clause 13** or finally decided by a Court.
- (b) The giving of a Default Notice does not stay the effect of this document.
- (c) A default by one party does not prevent the other party from continuing to exercise any rights, or comply with any obligations, under this document.
- (d) A default in relation to a joint obligation of the parties does not prevent any party from continuing to exercise any rights or comply with any obligations under this document.

13 Disputes

13.1 Application of clause

This **clause 13.1** applies to any dispute between the parties to this document (including in relation to prior conduct of the parties or the interpretation of this document) but does not:

- (a) apply to disputes over debts; or
- (b) prevent a party from applying to a court for urgent injunctive or declaratory relief.

13.2 Dispute Notices

If a dispute arises between the parties to this document, a party may give a Dispute Notice to the other party:

- (a) identifying the dispute and the facts relied on in relation to the dispute; and
- (b) stating either that:
 - (i) the parties are required to meet within five (5) Business Days; or
 - (ii) a written response to the Dispute Notice is required from the other party within ten (10) Business Days.

13.3 Disputes about Default Notices

If a dispute relates to the issuing of a Default Notice, the resolution of the dispute must determine:

- (a) whether the Default Notice must be complied with; and
- (b) if the Default Notice must be complied with, the timeframe in which the Default Notice must be complied with; and

13.4 Initial meeting or correspondence

- (a) If a Dispute Notice is given under **clause 13.2(b)(i)**, the parties must meet, within five (5) Business Days after the date the Dispute Notice is given, at Cairns City, Queensland at least once to discuss the dispute including the possible resolution of the dispute.
- (b) If a Dispute Notice is given under **clause 13.2(b)(ii)**, the recipient party must respond in writing to the Dispute Notice within ten (10) Business Days.

13.5 Mediation

- (a) If a meeting or written response under **clause 13.4** fails to resolve the dispute, the parties may agree to refer the dispute to mediation.
- (b) If the parties agree to refer the dispute to mediation, then the parties must either:
 - (i) appoint a mediator by agreement; or
 - (ii) if the parties are unable, within five (5) Business Days of agreeing to refer the dispute to mediation, agree on a mediator to be appointed, request the President of the Queensland Law Society to make the appointment.

13.6 Determination

- (a) If any dispute notified under **clause 13.2** is not resolved within the following periods, the parties may agree, within five (5) Business Days after that time period ends, to refer the dispute to an independent, appropriately qualified referee for determination:
 - (i) if the dispute was not referred to mediation – within 15 Business Days after the date the Dispute Notice was given; or
 - (ii) if the dispute was referred to mediation – within 30 Business Days after the date the Dispute Notice was given.
- (b) If the parties agree to refer the dispute to a referee determination, then the parties must either:
 - (i) appoint a referee by agreement; or
 - (ii) if the parties are unable, within five (5) Business Days of agreeing to refer the dispute to a referee determination, agree on a referee to be appointed, request the President of the Queensland Law Society to make the appointment.
- (c) In determining the dispute, the referee must:

- (i) determine the process for resolution of the dispute, including whether a conference must be held and whether written submissions must be provided;
 - (ii) act fairly and impartially, and conduct the process in accordance with the requirements of procedural fairness;
 - (iii) act as an expert, not an arbitrator;
 - (iv) act expeditiously to attempt to achieve a resolution for the parties in the most cost effective manner; and
 - (v) make the determination according to law and to reflect the intent of this document.
- (d) The determination of a referee must:
- (i) be in writing;
 - (ii) be given to both parties; and
 - (iii) contain a full statement of the reasons for the determination.
- (e) If a referee has not provided a determination within 50 Business Days of the date the Dispute Notice was given, a party may do either or both of the following:
- (i) apply to a court for resolution of the dispute; or
 - (ii) notify the other party that it will not be bound by the referee's determination.
- (f) If a party does not, within 20 Business Days after a referee's determination is given, apply to a court to overturn or vary the determination, the determination will be final and binding on the parties.

13.7 Court proceedings for unresolved dispute

A party must not apply to a court for the resolution of a dispute unless the dispute is not resolved within:

- (a) if the dispute is not referred to mediation – 15 Business Days after the date the Dispute Notice is given;
- (b) if the dispute is referred to mediation, and is not referred to determination – 30 Business Days after the date the Dispute Notice is given; or
- (c) if the dispute is referred to determination – in accordance with **clause 13.6(e)**.

13.8 Costs of dispute

- (a) The parties must share equally all costs of any mediator or referee appointed in relation to a dispute.
- (b) However, each party must pay its own costs in connection with resolving the dispute.

14 Notices

14.1 Giving Notices

- (a) A Notice relating to this document:

- (i) may be given by an Authorised Person of, or the solicitors for, the relevant party;
- (ii) must be in writing; and
- (iii) must, subject to **clause 14.1(b)**, be:
 - (A) left at the address of the addressee in Australia stated in **Schedule 1**;
 - (B) sent by prepaid ordinary post to the address of the addressee in Australia stated in **Schedule 1**;
 - (C) sent by facsimile to the facsimile number of the addressee in Australia stated in **Schedule 1**; or
 - (D) sent by email to the email address of the addressee stated in **Schedule 1**.
- (b) A party may change their address, facsimile number or email address for the giving of Notices at any time by giving Notice to the other parties.

14.2 Receiving Notices

- (a) Unless a later time is specified in it, a Notice takes effect from the earlier of the time that it is actually received, or that it is taken to be received.
- (b) A Notice delivered by hand is taken to be received:
 - (i) if delivered by 5.00pm on a Business Day – on that Business Day; or
 - (ii) otherwise – on the next Business Day.
- (c) A Notice delivered by post is taken to be received on the day when, in the ordinary course of post, it would have been delivered.
- (d) A Notice sent by facsimile is taken to be received:
 - (i) if the transmission report produced by the machine from which the facsimile was sent indicates that the facsimile was sent in its entirety to the recipient's facsimile number by 5.00pm on a Business Day – on that Business Day; or
 - (ii) otherwise – on the next Business Day.
- (e) A Notice sent by email is taken to be received:
 - (i) if the email is sent by 5.00pm on a Business Day, and the sender does not receive a computer-generated report indicating that the email was not successfully sent – on that Business Day; or
 - (ii) otherwise – on the next Business Day.

14.3 Other matters

- (a) This **clause 14** is in addition to the methods of service of notices set out in the *Property Law Act 1974* (Qld).
- (b) A party who receives a Notice is not obliged to enquire as to the authority of a person who purports to sign the Notice on behalf of a party.

15 GST

15.1 Construction

In this **clause 15**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

15.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

15.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

15.4 Timing of GST payment

The amount referred to in **clause 15.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

15.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 15.3**.

15.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 15.3** will be calculated or recalculated to reflect the adjustment event and a payment

will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

15.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 15.7** does not limit the application of **clause 15.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 15.7(a)**.

15.8 No merger

This **clause 15** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

16 General

16.1 Payment of costs

Each party must pay its own costs arising out of the negotiation, preparation, execution, and administration of this document.

16.2 Duty

All duty and registration fees payable on this document, or on any instruments of transfer, agreements or other documents referred to in or contemplated by this document, must be paid by the Developer.

16.3 Indemnity

- (a) The Developer indemnifies Council against any liability, loss, damage or claim made against Council arising from the Developer's provision of an Infrastructure Contribution or non-compliance with the Developer's obligations under this document, but excluding any liability, loss, damage of or claim made against Council arising from Council's actions, omissions or negligence.
- (a) Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this document.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this document.
- (c) A party must pay on demand any amount it must pay under an indemnity in this document.

16.4 Amendment of this document

- (a) The parties may at any time agree to vary the terms of this document except this clause.

- (b) No modification, variation or amendment of this document is of any force or effect unless it:
 - (i) is in the form of a deed executed by the parties; and
 - (ii) complies with the requirements of the Planning Act.

16.5 Waiver and exercise of rights

A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

16.6 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

16.7 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

16.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

16.9 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

16.10 Assignment

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

16.11 Liability

An obligation of two or more persons binds them separately and together.

16.12 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or

- (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

16.13 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

16.14 Force Majeure

- (a) If a party is unable, by reason of any event of Force Majeure, to carry out its obligations under this document (other than obligation to pay any monetary amount), that party must give a Notice to the other parties advising of the event of Force Majeure under as soon as reasonably practicable after the event of Force Majeure.
- (b) A Notice under **clause 16.14(a)** must:
 - (i) specify the obligations that the party is unable to perform;
 - (ii) fully describe the event of Force Majeure;
 - (iii) include an estimate of the time during which the event of Force Majeure will continue; and
 - (iv) specify the measures proposed to be adopted to remedy or abate the event of Force Majeure.
- (c) If a party gives a Notice advising of an event of Force Majeure, that party's obligations that cannot be performed will be suspended during the period for which the event of Force Majeure or its effect extends, provided the party has taken all reasonable steps to remove the Force Majeure or ameliorate its effects.
- (d) If an obligation is suspended by reason of Force Majeure under this **clause 16.14**, any obligations that are contingent on that obligation are also suspended during the period for which the event of Force Majeure or its effects extends, provided the party has taken all reasonable steps to remove the Force Majeure or ameliorate its effects.

16.15 Effect of execution

This document is not binding on any party unless it has been duly executed by each person named as a party to this document.

16.16 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

17 Definitions and construction

17.1 Definitions

In this document these terms have the following meanings:

Term	Definition
Administrative Costs	Costs associated with a component the Works Contribution for the following activities: <ul style="list-style-type: none">(a) project management;(b) superintendent activities;(c) planning (or other activities to coordinate and/or obtain any relevant approvals for the Works Contribution); and(d) construction administration (including preparatory, administrative, or supervision of the works).
Approval	A consent, permit, licence, certificate, authorisation, notice or approval under a law, or that is required under or in relation to this document.
Approval Authority	An entity or body with relevant power or authority to issue an Approval.
Authorised Person	The following: <ul style="list-style-type: none">(a) for the Developer – any person Notified in writing as an authorised person by the Developer;(b) for Council – Council’s chief executive officer and any lawful delegate thereof.
Business Day	The meaning given to “business day” in the <i>Acts Interpretation Act 1954</i> (Qld), for Council’s local government area, except for a day between 20 December a year and 5 January of the next year.
Claim	An allegation, debt, cause of action, liability claim, proceeding, appeal, suit or demand of any nature at law or otherwise, whether present or future, fixed or unascertained, actual or contingent. This includes any legal proceeding in the Planning and Environment Court or Supreme Court of Queensland.
Commencement Date	The date the last party executes this document, which is to be recorded in Item 1 .
Completion	The stage in the provision of a Works Contribution by the Developer when the Works Contribution is complete, other than for a minor omission or minor defect which: <ul style="list-style-type: none">(a) is not essential;

	<ul style="list-style-type: none"> (b) does not prevent the Works Contribution from being reasonably capable of being used for its intended purpose; and (c) the rectification of which will not prejudice the convenient use of the Works Contribution.
Contractor	A contractor engaged by the Developer, under a Works Contract, to construct a Works Contribution.
Council	The entity described in Item 3 .
Developer	The person described in Item 2 .
Developer Obligations	The obligations of the Developer under this document.
Development	The proposed replacement of the Cook Street Bridge (LGIP ID: SBF32) development of the Land generally in accordance with the Plan in Schedule 2 .
Dispute Notice	A Notice given by one party to the other under clause 13.2 .
Financial Contribution	The payment of a monetary amount for an infrastructure contribution.
Force Majeure	<p>Any of the following:</p> <ul style="list-style-type: none"> (a) damage by fire, explosion, earthquake, lightning, storm, war, flood, civil commotion or act of God; (b) legal proceedings (actual or threatened); (c) bad weather; (d) industrial disputes; or (e) a combination of these or any other cause, matter or thing beyond the control of the affected party.
ICS	The Infrastructure Contribution Schedule in Schedule 3 .
Infrastructure Contribution	<p>A contribution for infrastructure, including:</p> <ul style="list-style-type: none"> (a) a Financial Contribution; (b) a Land Contribution; and (c) a Works Contribution.
Item	An item in Schedule 1 .
Land	The land described in Item 4 .
Law	Any statute, regulation or subordinate legislation of the Commonwealth, the State of Queensland, or any local or other government in force in the State of Queensland, irrespective of where enacted.
Lot	The meaning given in the <i>Land Title Act 1994</i> (Qld).

On Maintenance Period	A period of 12 months years after a Works Contribution reaches On Maintenance during which the Developer must maintain the Works Contribution and remedy any defects in the Works Contribution in accordance with this document.
Notice	Any certificate, demand or notice to be given by a party under this document.
Off Maintenance	The stage in the provision of a Works Contribution when the Works Contribution reaches Off Maintenance in accordance with clause 10.7
On Maintenance	The stage in the provision of a Works Contribution when the Works Contribution reaches On Maintenance in accordance with clause 10.4 and Steps 12 and 13 under the DCAP.
Owner	The meaning given in the Planning Act, for an owner of land.
Plan	A map or plan in Schedule 2 .
Planning Act	The <i>Planning Act 2016</i> (Qld).
Planning Scheme	The CairnsPlan 2016 Version 3.1
Plan of Subdivision	The meaning given in the <i>Land Title Act 1994</i> (Qld).
RPEQ	An engineer registered as a Registered Professional Engineer of Queensland with the Board of Professional Engineers in accordance with the <i>Professional Engineers Act 2002</i> (Qld).
Works Contract	A construction contract for the provision of the Works Contribution in clause 1.1.2 of the ICS.
Works Contribution	The undertaking of works for infrastructure as described in the ICS, including any materials or services required for that infrastructure.

17.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) no rule of construction will apply to the disadvantage of a party because that party drafted, put forward or would benefit from any term;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation, entity and a government agency;

- (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) a right includes a benefit, remedy, discretion or power;
- (vi) time is to local time in the Council's local government area;
- (vii) "\$" or "dollars" is a reference to Australian currency;
- (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (ix) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, including fax transmission; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
- (x) this document includes all schedules and annexures to it;
- (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document; and
- (xii) in the ICS, an "item" is to an item in the ICS;
- (g) a term that is used, but not defined in, this document, will, unless the context otherwise requires, have the meaning given to it by (in the following descending order):
 - (i) the Planning Act; or
 - (ii) its ordinary meaning;
- (h) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (i) headings do not affect the interpretation of this document.

Schedule 1

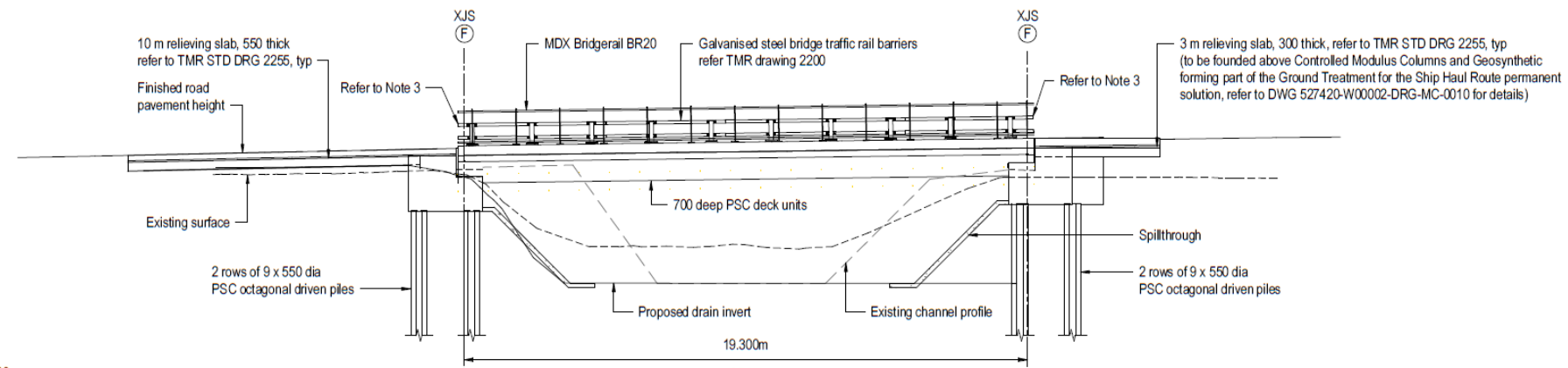
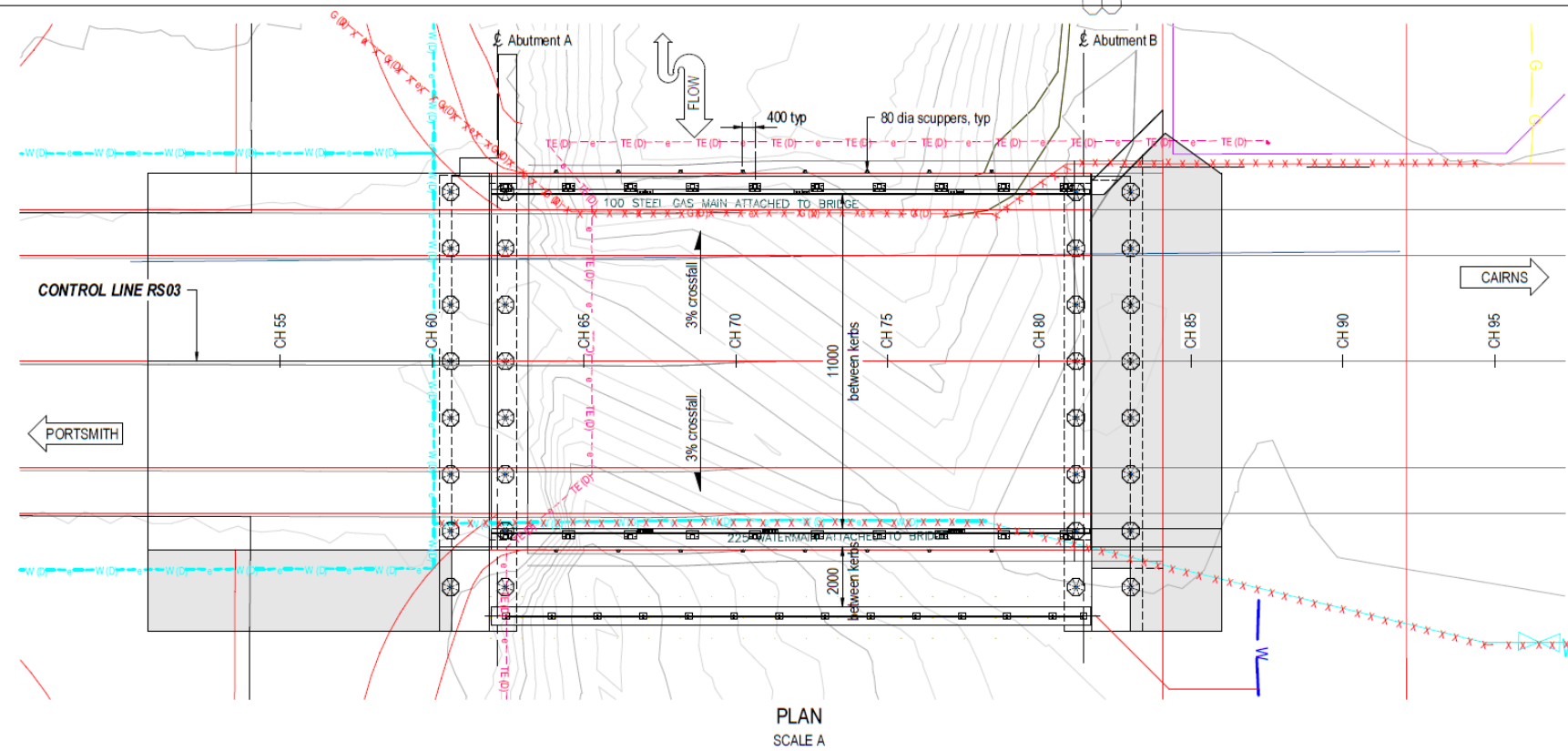
Agreement Details

Item	Description	Details
1 Commencement Date		
Date		<i>[to be inserted above by the last party to execute this document]</i>
2 Developer		
Name		Far North Queensland Ports Corporate Limited T/as Ports North
Address		Cnr Hartley & Grafton Streets, Cairns City, Qld, 4870
Postal address		PO Box 594, Cairns, Qld, 4870
Phone		(07) 4052 3888
Fax		(07) 4052 3853
Email		enquiries@portsnorth.com.au
3 Council		
Name		Cairns Regional Council
Address		119-145 Spence Street, Cairns Qld 4870
Postal address		PO Box 359, Cairns Qld 4870
Phone		1300 69 22 47
Email		council@cairns.qld.gov.au
4 Land		
Address & Lot and plan description		Cook Street road reserve, adjacent to land at 2 - 48 Cook Street, Portsmith, formally described as Lot 485 on SP323637.

Schedule 2

Plans

No.	Description
527420-W00002-DRG-BG-0010 Rev C	Common User Facility Cook Street Bridge – General Arrangement Sheet 1
527420-W00002-DRG-BG-0011 Rev C	Common User Facility Cook Street Bridge – General Arrangement Sheet 2



	55.000	60.000	62.159 ABUT A	65.000	70.000	75.000	80.000	81.459 ABUT B	85.000	90.000
DATUM RL -5.000										
FINISHED ROAD PAVEMENT HEIGHT (RS03)	2.919	3.024	3.069	3.105	3.170	3.235	3.300	3.319	3.395	3.430
EXISTING SURFACE HEIGHT	2.445	2.510	0.000	2.387	1.817	1.012	1.791	0.000	2.182	2.081
CHAINAGE (m) (RS03)	55.000	60.000	62.159 ABUT A	65.000	70.000	75.000	80.000	81.459 ABUT B	85.000	90.000

LEGEND
 (F) Denotes Fixed Joint / Fixed Dowel

- NOTES
- For General Notes, refer to DRG-BG-0001 & DRG-BG-0002.
 - Estimated pile toe levels shown on bridge abutment elevation, refer to DRG-BG-0011 for details.
 - End Terminals and or transition barrier to be developed during the next stage of design.

Reference: A:\Projects\527420-W00002-DRG-BG-0010\527420-W00002-DRG-BG-0010.dwg
 Plot Date: 18/09/2025 11:57 PM
 Plot Size: A1

REV	DATE	REVISION DETAILS	REV	DRAWN	DESIGNED	VERIFIED	APPROVED
C	2025-09-18	ISSUED FOR USE	C	C.GAGO	A.WOOD	S.COLLINS	S.COLLINS
B	2025-06-02	ISSUED FOR USE	C	C.GAGO	A.WOOD	D.MCMILLAN	S.COLLINS
A	2025-04-17	CLIENT REVIEW - DRAFT CONCEPT DESIGN	B	M.BEALE	A.WOOD	S.COLLINS	S.COLLINS

PREPARED BY **aurecon** www.aurecongroup.com

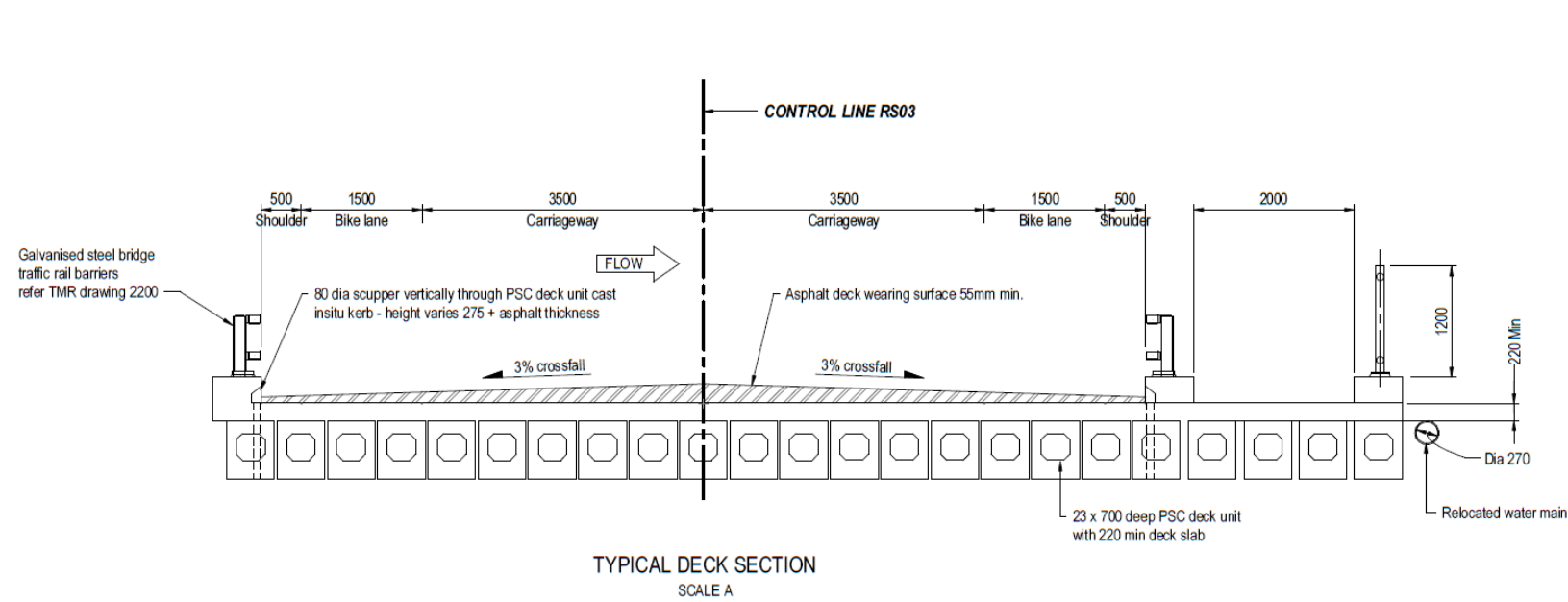
CLIENT **Ports North**

Coordinate system MGA2020
Height Datum AHD

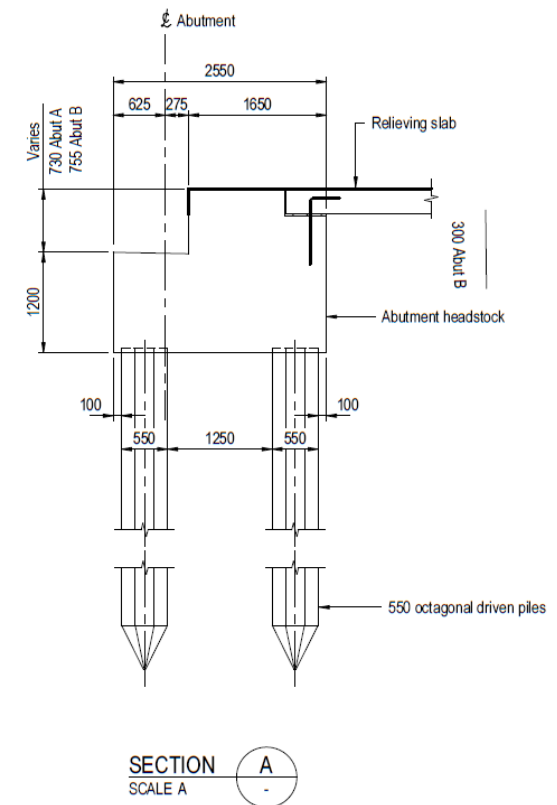
0 1 2 3 4 5m
All written dimensions take precedence over scaled dimensions.

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CONSTRUCTION STATUS NOT FOR CONSTRUCTION	PROJECT CAIRNS MARINE PRECINCT PORTS NORTH TRANSITION PHASE
DRAWN BY C.GAGO	TITLE COMMON USER FACILITY COOK STREET BRIDGE GENERAL ARRANGEMENT - SHEET 1
DESIGNED BY A.WOOD	DOCUMENT CODE 527420-W00002-DRG-BG-0010
STATUS CONCEPT DESIGN AND PLANNING	CODE A2
DOCUMENT STATE PUBLISHED	SCALE As indicated
	SIZE A1
	REFERENCE No. DRG-BG-0010
	REV C



* The following departures from DCBOS and FNQROC are proposed:
 Minimum Shoulder from DCBOS Table 3.5.2(d) Two-way, two-lanes is 1200mm
 Bike lane for Industrial Collector with a Design Speed of 60kph, (50 Posted) is 2000mm



LEGEND
 (F) Denotes Fixed Joint / Fixed Dowel

NOTES
 1. For General Notes, refer to DRG-BG-0001 & DRG-BG-0002.

REFERENCE DRAWINGS				REFERENCE MODELS			
REV	DATE	REVISION DETAILS	REV	DRAWN	DESIGNED	VERIFIED	APPROVED
C	2025-09-18	ISSUED FOR USE	C	M.BEALE	A.WOOD		S.COLLYNS
B	2025-06-02	ISSUED FOR USE	C	C.GAGO	A.WOOD	D.MCMILLAN	S.COLLYNS
A	2025-04-17	CLIENT REVIEW - DRAFT CONCEPT DESIGN	B	C.GAGO	A.WOOD		S.COLLYNS

PREPARED BY

 www.aurecongroup.com

CLIENT

Coordinate system
 MGA2020
 Height Datum
 AHD
 PRINT ALL COPIES
 IN COLOUR

0 0.4 0.8 1.2 1.6 2m
 All written dimensions take precedence over scaled dimensions.

CONSTRUCTION STATUS		PROJECT	
NOT FOR CONSTRUCTION		CAIRNS MARINE PRECINCT PORTS NORTH TRANSITION PHASE	
DRAWN BY C.GAGO		TITLE COMMON USER FACILITY COOK STREET BRIDGE GENERAL ARRANGEMENT - SHEET 2	
DESIGNED BY A.WOOD		DOCUMENT CODE 527420-W00002-DRG-BG-0011	
STATUS CONCEPT DESIGN AND PLANNING	CODE A2	SCALE As indicated	SIZE A1
DOCUMENT STATE PUBLISHED	REFERENCE No. DRG-BG-0011	REV C	

Schedule 3

Infrastructure Contribution Schedule (ICS)

Column 1 Item	Column 2 Infrastructure Contribution	Column 3 Description of Infrastructure Contribution	Column 4 Timing of provision of Infrastructure Contribution	Column 5 Provider of Infrastructure Contribution	Column 6 Recipient of Infrastructure Contribution
1. Trunk Road Infrastructure					
1.1 Cook Street Bridge (LGIP ID SBF32)					
1.1.1	Works Contribution (Design)	Provision of a Works Contribution: (a) at no cost to the Council; (b) for the design of the Bridge in accordance with the DCAP; (c) in accordance with the infrastructure standards prescribed within the DCAP; and (d) generally located on Cook Street at Smiths Creek, Portsmith, between Fearnley Street and Trawler Base Road as shown on Plans 1 - 527420-W00002-DRG-BG-0010 Rev C in Schedule 2 .	The Works Contribution (Design) must be provided: (a) prior to conduct of tender and entering into a Works Contract under clause 8 ; and, (b) in accordance with the timing in the DCAP; or (c) as agreed in writing between the parties.	Developer	Council
1.1.2	Works Contribution (Construction)	Provision of a Works Contribution: (a) at no cost to the Council; (b) for the construction of the Bridge in accordance with the DCAP and ICS Item 1.1; and, (c) comprising the infrastructure and works approved under the DCAP. (d) generally located as shown on Plan 1 – 527420-W00002-DRG-BG-0010 Rev C in Schedule 2 .	The Works Contribution (Construction) must be provided: (a) in accordance with the timing in the DCAP; or (b) as agreed in writing between the parties.	Developer	Council
1.1.3	Financial Contribution	Provision of a Financial Contribution: (a) in an amount of \$1,500,000.00 no GST; (b) covers all design, demolition, and construction costs, including any Administrative Costs; and (c) for the purpose of a contribution towards delivering items 1.1.1 & 1.1.2 above.	The Financial Contribution must be provided: (a) \$750,000 no GST within 30 business days of the Works Contribution (Construction) being accepted as On Maintenance under clause 10.4 ; (b) \$750,000 no GST within 30 business days of the Works Contribution (Construction) achieving Off Maintenance (Final Works Acceptance) under clause 10.7 .	Council	Developer

Schedule 4

Design and Construction Approval Process (DCAP)

Col 1 Step	Col 2 Details	Col 3 Timing*
DESIGN PHASE		
Completed Elements		
1	<p>The Developer must advise Council of the appointed designer including information on:</p> <ul style="list-style-type: none"> (a) relevant experience and previous reputable performance in delivering similar works; (b) engineering and technical skills, including being a Registered Professional Engineer of Queensland (RPEQ) with recognised competencies in the engineering fields relevant to the works; (c) business resources and management systems appropriate for the nature of the works; and, (d) nature and value of the commercial arrangement. 	Completed
2	<p>The Developer must prepare and provide to Council a basis of design (scope of works) report for the Works Contribution which must include for:</p> <ul style="list-style-type: none"> a) collation and review of available relevant data; b) survey of the Bridge site and road connections, including locating of PUP and potholing as applicable; c) geotechnical investigation, evaluation and analysis of the site including ASS/PASS assessment; d) flood modelling and flood impact assessment to demonstrate compliance with QUDM design guidelines and no additional flood impacts to properties in Fearnley Street; e) road geometry and pavement design to FNQROC standards inclusive of minimum 2m wide pathway across the Bridge; f) bridge structure, bridge barriers and guard fence to TMR standards inclusive of dynamic load testing per MRTS68; g) relocation of PUP and provision of temporary services; h) develop and document 'Safety in Design' applicable to the Works Contribution; i) a brief for a subconsultant to complete a Road Safety Audit of the design at the preliminary and detailed design stages; j) environmental and cultural heritage impact assessments; k) facilitation of a workshop with Council officers to promote review feedback on the basis of design; and, l) submission of the report and all associated data files, models and photos etc. to Council. 	Completed
3	<p>Council must review the basis of design provided under Step 2 and give the Developer a notice stating either:</p> <ul style="list-style-type: none"> a) that Council requires changes to the basis of design – in which case, the Developer must submit a revised scope of works under Step 2; or, b) that Council approves the basis of design, in which case, the Developer must proceed to Step 4. 	Completed
Approval of Preliminary Design		
4	<p>The Developer will provide to Council a consolidated preliminary design package (Preliminary Design) which includes the following documents, prepared by a suitably qualified person:</p> <ul style="list-style-type: none"> a) approvals management plan for the Works; b) additional geotechnical investigations at the Bridge as required; c) design of the new Bridge and roadworks, and design for the decommissioning, demolition, and removal of the existing Bridge d) construction sequencing plan to ensure PUP supply continuity and minimisation of disruption to customers; 	When completed by the Developer

Col 1 Step	Col 2 Details	Col 3 Timing*
	<ul style="list-style-type: none"> e) hazard and risk assessment (Safety in Design); f) a Road Safety Audit Report of the design by certified auditors independent of the design and construction contractors; and g) preliminary design report, drawings, and safety in design register. 	
5	<p>Council must consider the Preliminary Design provided under Step 4 and give the Developer a notice stating either:</p> <ul style="list-style-type: none"> a) that further information is required to undertake its assessment of the Preliminary Design and the Developer is required to resubmit including providing any additional information; or b) that Council accepts the Preliminary Design (including any amendments or conditions) in which case the Developer must proceed to Step 6. 	<p>Within 30 business days after receiving the Preliminary Design under Step 4.</p> <p>For a revised Preliminary Design under Step 5(b), this timeframe is reduced to 15 Business Days.</p>
Preliminary Submission of Detailed Design Deliverables		
6	<p>The Developer must prepare and submit to Council for its consideration:</p> <ul style="list-style-type: none"> a) detailed design report, drawings, technical specifications, and Safety in Design register for the Works certified by a RPEQ (Design Deliverables), which must: <ul style="list-style-type: none"> i. be consistent with the Council approved Preliminary Design under Step 5; ii. comply with the relevant standards including the FNQROC and relevant version of the CairnsPlan 2016; and, b) a Road Safety Audit Report of the design by certified auditors independent of the design and construction contractors. <p><i>Note: the design deliverables are to be provided to Council electronically, in both CAD and PDF formats.</i></p>	When completed by the Developer
7	<p>Council must consider the Detailed Design Deliverables provided under Step 6 and give the Developer a notice with any comments, recommendations, feedback or details of any additional information the Council will require in the final submission to be made by the Developer under Step 8.</p>	Within 30 business days of receiving the Design Deliverables under Step 6 .
Final Submission of Detailed Design Deliverables (For Construction)		
8	<p>The Developer must prepare and submit to Council Final Detailed Design Deliverables for approval:</p> <ul style="list-style-type: none"> a) Final issued for construction (IFC) design material including: <ul style="list-style-type: none"> i. RPEQ certified for construction drawings in PDF and CAD formats; ii. P90 cost estimate based on the IFC design and including specific risk item contingencies; iii. technical specification and defects liability provisions; iv. Safety in Design register; v. Certified Form 15; and, vi. RPEQ certification statement. 	No later than 30 business days after Council gives the Developer a Notice under Step 7 .
9	<p>Council must consider the Developer's submission under Step 8 and give the Developer a notice stating either:</p> <ul style="list-style-type: none"> a) that further information is required to undertake its assessment of the Final Detailed Design Deliverables and the Developer is required to resubmit under Step 8; or b) that Council accepts the Design Deliverables (including any amendments or conditions), in which case, the Developer must proceed to Step 10. 	<p>Within 15 business days of receiving the Design Deliverables under Step 8.</p> <p>For a revised of Final Submission of Design Deliverables under Step 8, this timeframe is reduced to 10 business days.</p>
CONSTRUCTION PHASE		
Submission of Construction Management Plans		
10	<p>The Developer must prepare and provide to Council a Construction Management Plan for the Works Contribution compliant with FNQROC CP1 (as applicable) which must include:</p> <ul style="list-style-type: none"> a) Quality Management Plan inclusive of RPEQ approved ITPs and piling procedures; b) Safety Management Plan inclusive of Emergency Management Plan; 	No later than 15 days prior to a Pre-Start Meeting.

Col 1 Step	Col 2 Details	Col 3 Timing*
	<ul style="list-style-type: none"> c) Construction Environmental Management Plan, including ESC, ASS/PASS and contaminated soil management; d) preliminary construction program in MS Project format; e) construction phasing and methodology inclusive of earthworks plan and preloading construction; f) PUP relocations and temporary services planning; g) demolition and waste management plans; h) Traffic Management Plan including TMR approval for Comport Street; i) personnel, plant, equipment and subcontractors allocated to the Works; and j) key construction contacts, including subcontractors. 	
11	<p>Council must review the Construction Management Plan provided under Step 10 and may provide comments, recommendations, feedback, or make queries of the Developer.</p> <p>The Developer will work co-operatively with Council to respond to queries raised as soon as reasonably practicable.</p>	Within 15 business days of receiving the Construction Management Plan under Step 10 .
Pre-Start Meeting		
12	<p>The Developer must undertake a Pre-Start Meeting for the Works Contribution which must:</p> <ul style="list-style-type: none"> a) Comply with clause CP1.09.1, CP1.09.2, and CP1.09.3 of FNQROC Development Manual CP1 (as applicable); b) Include an invitation to Council; and c) Be formally minuted; <p><i>N.B. The Developer is not required to provide a Construction Security Bond to Council.</i></p>	Before works commence
13	The Developer must provide a copy of the Pre-Start Meeting minutes to Council.	Within 5 business days of the Pre-Start Meeting being held under Step 12 .
Undertake Construction Works		
14	<p>The Developer must commence and undertake construction of the Works Contribution materially in accordance with:</p> <ul style="list-style-type: none"> a) the Design Deliverables approved under Step 9; b) the Construction Management Plan submitted under Step 10; and, c) the Pre-Start Meeting documented under Step 13. <p>The Developer must bring the Works Contribution to Completion within four years of the demolition of the existing Cook Street Bridge, or such later date as agreed in writing by Council and Developer.</p>	Within 30 business days of the Pre-Start Meeting Minutes being issued under Step 13 .
Approval of Works Completion		
15	<p>The Developer must prepare and submit to Council for approval a Completion Report for the Works Contribution which must include:</p> <ul style="list-style-type: none"> a) A statement that construction of the Works Contribution has reached Completion and a request that the Works Contribution be accepted as 'On Maintenance'; b) a copy of the Certificate of Practical Completion issued by the Developer to the construction contractor; c) updated 'as constructed' construction drawings of the Works Contribution in both PDF and CAD formats; d) completed defects register; e) updated design report; f) updated Safety in Design register; g) RPEQ certification statements and Form 16 to confirm that the Works Contribution has been constructed in accordance with this document and any relevant approvals.; 	Within 30 business days after completion of the Works Contribution in Step 14.

Col 1 Step	Col 2 Details	Col 3 Timing*
	<p>h) Testing reports and supplier certificates, water main pressure test records;</p> <p>i) RPEQ certified completed ITPs and records;</p> <p>j) a collated chronological photographic record of the Works;</p> <p>k) any updated geotechnical investigations or assessments completed for the Works;</p> <p>l) any updated flood modelling report or assessments completed for the Works; and</p> <p>m) summary of costs, including any variations, incurred by the Developer in bringing the Works Contribution to completion.</p> <p>A joint 'Works Acceptance' inspection must be conducted by the Developer and Council.</p> <p><i>Note: In accordance with clause 10.4, following receipt of a Notice referred to in this Step 15, Council may undertake an inspection of the Works Contribution for the purpose of determining whether the Works Contribution should be accepted as On Maintenance.</i></p>	
16	<p>Council must consider the Completion Report, and give the Developer a notice stating either:</p> <p>a) That:</p> <ul style="list-style-type: none"> i. further information is required to undertake its assessment of the Completion Report and/or for the Works Contribution to be accepted as On Maintenance; and ii. the Developer is required to resubmit under Step 15; or <p>b) that Council accepts the Completion Report (including any amendments or conditions) and the Works Contribution is:</p> <ul style="list-style-type: none"> i. taken to have reached Completion; and ii. is now On Maintenance, subject to the requirements of clause 10.5. 	<p>Within 15 business days of receiving the Completion Report under Step 15.</p> <p>For a revised Completion Report under Step 16, this timeframe is reduced to 5 business days.</p>
MAINTENANCE PHASE		
17	<p>The Works Contribution has now entered the Maintenance Phase – refer clause 10 for all matters relating to On Maintenance, and Off maintenance (Final Works Acceptance) procedures.</p>	<p>As prescribed by the relevant clause.</p>

***the timing any step of the DCAP does not commence until all the relevant material has been received.**

Execution

Executed as a deed

**Executed by Far North Queensland)
Ports Corporation Limited T/as Ports)
North (ABN 38 657 722 043))**

.....
Authorised Officer

.....
Witness

.....
Name of Authorised Officer (print)

.....
Name of witness (print)

.....
Position of Authorised Officer

**Executed for and on behalf of the)
Cairns Regional Council in the)
presence of:)**

.....
Authorised Officer

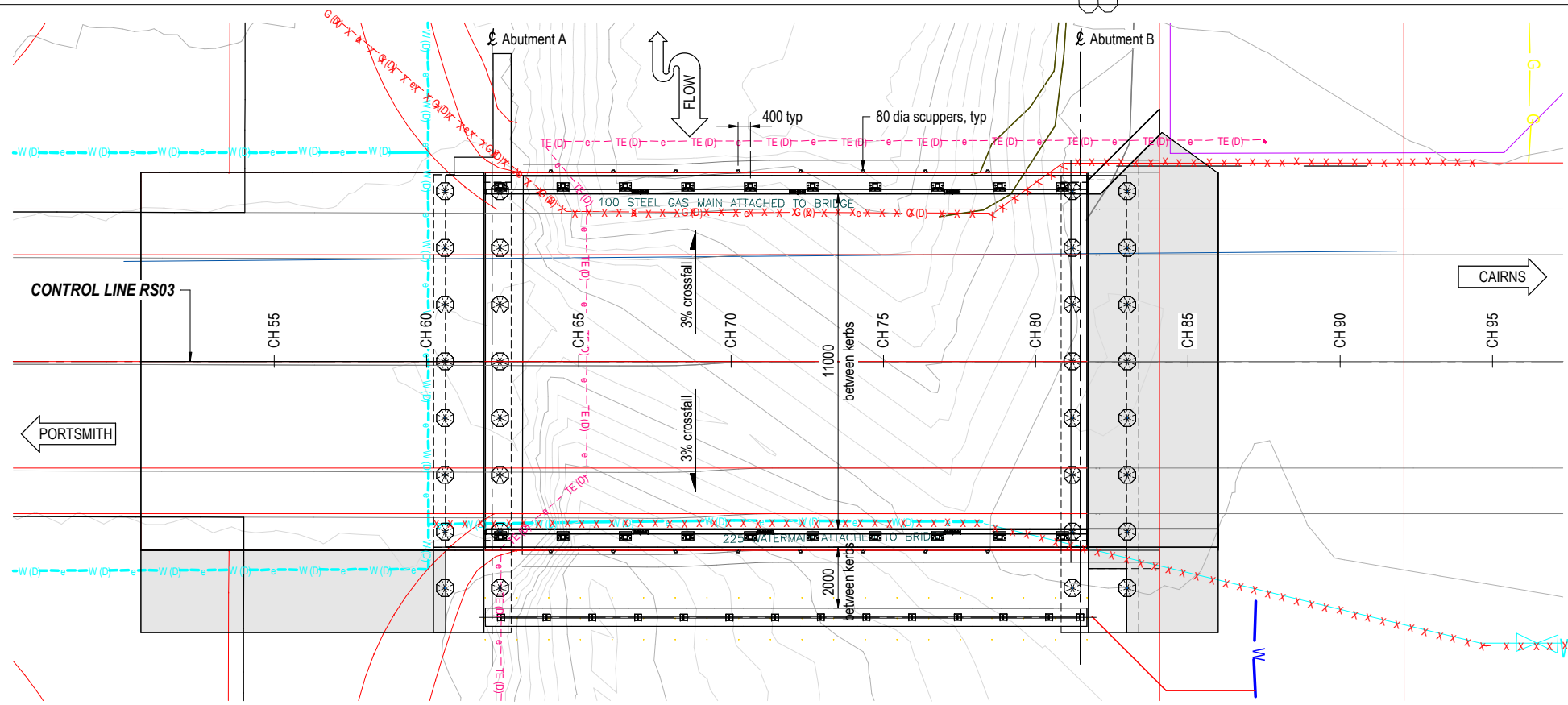
.....
Witness

.....
Name of Authorised Officer (print)

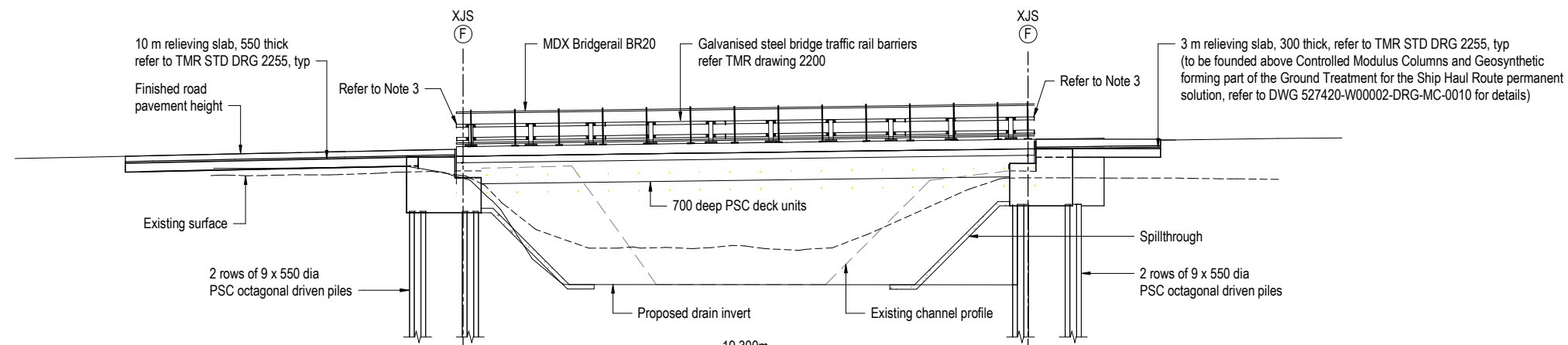
.....
Name of witness (print)

.....
Position of Authorised Officer

ATTACHMENT 2 – GENERAL ARRANGEMENT PLANS - #[7839292](#)



PLAN
SCALE A



ELEVATION
SCALE A

DATUM RL -5.000

	SPAN									
FINISHED ROAD PAVEMENT HEIGHT (RS03)	2.919	3.024	3.069	3.105	3.170	3.235	3.300	3.319	3.365	3.430
EXISTING SURFACE HEIGHT	2.445	2.510	0.000	2.367	1.817	1.012	1.791	0.000	2.182	2.081
CHAINAGE (m) (RS03)	55.000	60.000	62.169	65.000	70.000	75.000	80.000	81.469	85.000	90.000
			ABUT A					ABUT B		

LEGEND

(F) Denotes Fixed Joint / Fixed Dowel

NOTES

- For General Notes, refer to DRG-BG-0001 & DRG-BG-0002.
- Estimated pile toe levels shown on bridge abutment elevation, refer to DRG-BG-0011 for details.
- End Terminals and or transition barrier to be developed during the next stage of design.

File Name: A:\aurecon\Drawings\2025\2025-04-17\2025-04-17-002-MD-BG-0011.dwg

REV	DATE	REVISION DETAILS
C	2025-09-18	ISSUED FOR USE
B	2025-06-02	ISSUED FOR USE
A	2025-04-17	CLIENT REVIEW - DRAFT CONCEPT DESIGN

REV	DRAWN	DESIGNED	VERIFIED	APPROVED
C	C.GAGO	A.WOOD		S.COLLINS
B	C.GAGO	A.WOOD	D.MCMILLAN	S.COLLINS
A	M.BEALE	A.WOOD		S.COLLINS

PREPARED BY **aurecon** www.aurecongroup.com

CLIENT **Ports North**

Coordinate system MGA2020
Height Datum AHD

1:100 0 1 2 3 4 5m
All written dimensions take precedence over scaled dimensions.

PRINT ALL COPIES IN COLOUR

CONSTRUCTION STATUS	PROJECT			
NOT FOR CONSTRUCTION	CAIRNS MARINE PRECINCT PORTS NORTH TRANSITION PHASE			
DRAWN BY	TITLE			
C.GAGO	COMMON USER FACILITY COOK STREET BRIDGE GENERAL ARRANGEMENT - SHEET 1			
DESIGNED BY	DOCUMENT CODE			
A.WOOD	527420-W00002-DRG-BG-0010			
STATUS	SCALE	SIZE	REFERENCE No.	REV
CONCEPT DESIGN AND PLANNING	As indicated	A1	DRG-BG-0010	C
DOCUMENT STATE	CODE	DOCUMENT STATE	CODE	
PUBLISHED	A2	PUBLISHED	A2	

