

SECTION 138 CERTIFICATE

(Consent under Section 138 of the Roads Act 1993)

Queanbeyan City Council (the "Council") hereby provides consent under Section 138 of the Roads Act 1993 (the "Act") to the structure or work described in Schedule 2 (the "Work" which expression includes all incidental details) within or across the public road(s) described in Schedule 3 (the "Road") by the person named in Schedule 1 (the "Applicant") in accordance with the conditions of this consent as set out below and in the position generally shown on the Plans or Specifications noted in Annexure "A".

CONDITIONS

1. The Applicant and any contractor, servant or agent of the Applicant shall refer to all reasonable requirements and standards for the Work as set out by Council within the Plans and Specifications of these conditions, any relevant Development consent conditions or any other relevant regulations or conditions prior to undertaking any part of the Work and shall comply with them through the duration of the Work.
2. The Applicant shall carry out the Work at the cost of the Applicant in conformity with the requirements and standards as mentioned in Condition 1, to the satisfaction of the Council's nominated Group Manager in Schedule 4 (hereafter referred to as the "Group Manager").
3. The Applicant shall arrange the preparation by a Roads and Traffic Authority accredited person a Traffic Control Plan which shall be submitted to Council for assessment and applied during the undertaking of the Work (refer to Annexure "A"). The Traffic Control Plan shall illustrate how the Applicant intends to reduce the impact of the Work on the traffic flow of the Road as well as keep vehicles and pedestrians safe from the Work.
4. The Applicant shall arrange the preparation of an appropriate Sediment Control Plan of which measures shall be applied during the undertaking of the works (refer to Annexure "A").
5. The Applicant shall carry out the Work or maintenance of the Work as quickly as practicable and proceed continuously until completion.

6. The Applicant shall carry out the Work or maintenance of the Work with due regard to the safety and rights of the public and for this purpose shall comply with the requirements of Council, WorkCover NSW, the Department of Industrial Relations and Employment and the Police Service of NSW.
7. The Applicant shall give at least 24 hours notice in person or by telephone conversation to the Council's nominated officer (see Schedule 5) before commencement of the work and in addition, shall obtain the written consent of the Group Manager before commencing to make any extension, removal or other adjustment of any kind to the Work.
8. The Applicant shall take out or extend a Public Liability Insurance Policy to cover Council for public liability in an amount of not less than the amount set out in Schedule 6. Original evidence of such policy or its extension to cover the Council is to be produced to the Group Manager and a copy taken for Council's records.
9. The Applicant will at all times indemnify and keep indemnified Council from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the Applicant, in respect of the Work and any amount paid by Council in accordance with this Clause shall be repaid by the Applicant.
10. The Applicant shall in the performance of the Work and/or any alteration or maintenance thereto observe all requirements imposed by any statute, regulation or ordinance or otherwise imposed by any statutory or other authority.
11. The Group Manager shall have the sole right of decision to make a direction considered necessary for actions undertaken by the Applicant, which contravenes these conditions and the Roads Act 1993 or any other statute, regulation or conditions applicable to the Work. The Applicant and any contractor, servant or agent of the Applicant shall comply with any additional directions Council may make by notice in writing to the Applicant, within the specified time in such a notice. If such directions are not carried out within the specified time, Council may carry out such requirements at the cost of the Applicant. Any action so taken by the Group Manager pursuant to this condition shall not relieve the Applicant of any liability or obligation under this consent.
12. The Applicant shall lodge with the Council prior to commencement of any part of the Work a security deposit in an amount specified in Schedule 7 in the form of an unconditional Bank Guarantee or cash. The security provided under the terms of this condition shall be returned to the Applicant upon completion of the Work minus the amount shown in Schedule 8 which will be held over the defects liability period shown in Schedule 9. The amount of security

deposit held during the defects liability period shall be returned at the completion of the defects liability period. In the event that the Applicant fails to perform or comply with any of the conditions of this consent or a direction during the Works or defects liability period, Council may hold the security until such time the Applicant remedy any such lack of performance or convert the said security into money to cover costs incurred by Council to carry out the remedy should the Applicant not complete the remedy within the specified time in a notice of direction.

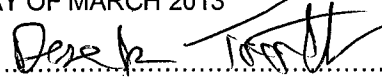
13. This consent shall permanently lapse should the Applicant fail to comply with any of these conditions and in which a non-compliance has not been rectified by the Applicant to the reasonable satisfaction of Council within the time specified in a notice of direction by the Group Manager.

14. Without limiting any power of Council under this consent or under any Act, the Applicant shall, in the event that this consent shall permanently lapse, and in such manner as Council may direct, remove and take away as quickly as possible the Work, shall make good all damage done to the Road by such removal to a condition at Council's satisfaction and within the timeframe advised by Council in the direction. Should the Applicant fail to comply with such a direction, Council shall make good the Road at the Applicant's cost by way of security.

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Dated at Queanbeyan

THIS EIGHTH DAY OF MARCH 2013

SIGNED by 

Derek Tooth, Manager Engineering Services as delegate of Queanbeyan City Council

SCHEDULE 1

Woden Contractors Pty Ltd

ACN

having its registered office at

59 Hincksman Street, Queanbeyan NSW 2620

SCHEDULE 2

Construction of Googong Township Integrated Water Cycle Network in accordance with Project Approval MP 08_0236 issued by the Minister for Planning and Infrastructure on 24 November 2011.

SCHEDULE 3

Googong Road, Googong, NSW

SCHEDULE 4

Phil Hansen
Group Manager City Infrastructure

SCHEDULE 5

Keith Davies
Senior Engineer - Development

SCHEDULE 6

The amount of Public Liability Insurance provided by

\$10,000,000

SCHEDULE 7

\$2,000

SCHEDULE 8

\$1,000

SCHEDULE 9

The defects liability period
6 months

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ANNEXURE A

CONSTRUCTION DRAWINGS

DRAWING IDENTIFICATION:

Plans prepared by Brown Consulting entitled *Googong Integrated Water Cycle – Plan Series C11140*

TRAFFIC CONTROL PLAN

DRAWING IDENTIFICATION:

Temporary Traffic Management Plan DWG:20130075 prepared by ISG Traffic entitled *Work Area Plan* and dated 04/02/2013.