Contract for Certification Work

Under Section 31 of the Building and Development Certifiers Act 2018 (NSW) and Clauses 27 to 31 of the Building and Development Certifiers Regulation 2020 (NSW)

About this document (Contract)

Griffith City Council must not carry out certification work for a person unless it has entered into a written contract with that person. You must therefore complete and sign this Contract for Certification Work and attach it to your application. When the contract is received it will be signed by an authorised officer and a copy of the executed contract will be emailed to you for your records.

Part A. Introduction

1. **The Council** is a certifying authority and employs registered certifiers who are authorised to carry out the certification work on behalf of Council.

2. **The Client** seeks to engage the Council to perform certification work on the terms set out in this Contract.

*__Note: The person having the benefit of the Consent, so as to be able to appoint the Principal Certifier, may be the owner or an applicant authorised by the owner but may NOT be the builder, unless the builder is the owner.__

Words and terms used in this Agreement are defined in the Dictionary (Page 5).

Part B. Parties to the agreement

1. The Council Griffith			
Name:	Griffith City Council		
Address:	1 Benerembah Street GRIFFITH NSW 2640		
Postal Address:	PO Box 485 GRIFFITH NSW 2680	Email: admin@griffith.nsw.gov.au	Phone: 1300 176 077

2. **The Client** (for whom the certification work will be carried out)			
Name:			
Address:			
Postal Address:			
Phone:		Mobile:	
Email:			

**Please tick preferred method*

Part C. Certifier's details (who will carry out the Certification work)

These are the details of the registered certifiers employed by Council, at the date of the Agreement, who may carry out the certification work. This list may alter without notice if a Certifier's employment ceases or additional Certifiers are employed. Griffith City Council will ensure that the certifier who undertakes certification works has the appropriate level of registration.

Name of Certifier:		Registration number:
David Tamlyn	Building Surveyor	BDC 1261
Royce Johns	Building Surveyor	BDC 3362
Kenneth Craig Filmer	Building Surveyor	BDC 0945
Anthea Crack	Building Surveyor	BDC 2482

Part D. Development details

In addition to the site details contained in the attached Application form, the applicant declares that:
The development can be described as: (e.g. single storey dwelling, swimming pool or shed)

Description:				
Address of development:				
Formal particulars of the development site	LOT:		DP:	

Part E. Development Consent details

* Tick appropriate box(s) and complete as applicable

	Development Consent		
	Development Consent number		
	Date of Development Consent		
	Complying Development Certificate (CDC)		
	CDC number		
	Date of CDC		
	Part 6 Certificates		
		Occupation Certificate	
		Construction Certificate – Building work	
		Compliance Certificate – Building work	

Part F. Details of documents

Details of plans, specifications and other documents approved by Development Consent/CDC

Details of plans, specifications and other documents the subject of any Part 6 Certificate (Construction, Occupation, Classification or Compliance)

Part G. Critical Stage Inspections

Critical stage inspections of the building as prescribed by the Environmental Planning and Assessment Regulation 2021 (EP & A Regulation) or required by the Registered Certifier, will be carried out to enable the issue of an Occupation Certificate. A notice containing a schedule of critical stage inspections will be included in the letter of determination.

Part H. Certification work to be performed

I am the applicant described in the attached application for:
Tick one or more boxes as appropriate

	Complying Development Certificate Application*
	Construction Certificate Application*
	Compliance Certificate Application* Please specify (e.g. pool)
	Occupation Certificate Application*
	Council to undertake the functions of Principal Certifier (the Certifier)*

** Refer to relevant Attachment(s) that contain a **Description of Services** and the relevant **Fees and Charges***

Part I. Fees and Charges

1. Development Certificates

(a) Set fees and charges

i. The fees and charges for the determination of an application for Development Certificate are set out in the relevant Attachment(s). These fees are calculated in accordance with Griffith City Council's adopted fees and charges schedule.

ii. The set fees and charges for the determination of a Development Certificate must be paid to the Council before, or at the time, an application for the Development Certificate is lodged with the Council

(b) Contingency fees and charges

i. In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant Attachment.

ii. In respect of any unforeseen contingency work provided for under this Agreement, the Council is to send an invoice to the Client within 21 days after the completion of any such work for payment within 14 days.

2. Principal Certifier (the Certifier) functions

(a) Set fees and charges

i. The fees and charges for the Council to carry out the functions as the Certifier for the development are set out in the relevant Attachment(s). These fees are calculated in accordance with Griffith City Council's adopted fees and charges schedule.

ii. The set fees and charges for the carrying out of the functions as the Certifier for the development are to be paid in full before the Council commences to carry out any of those functions.

(b) Contingency fees and charges

i. In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant Attachment.

ii. In respect of any unforeseen contingency work provided for under this Agreement, the Council is to send an invoice to the Client within 21 days after the completion of any such work for payment within 14 days.

Part J. Statutory obligations

An information brochure which is to include information about statutory obligations must accompany this Agreement. The document is published by the Department of Fair Trading on its website. The Department of Fair Trading is the statutory body that accredits the Certifier and administers the *Building and Development Certifiers Act 2018*.

By ticking the boxes below, I acknowledge receipt and that I have read the information brochure and understand the statutory obligations:

	A copy of the Department of Fair Trading's Information Brochure is attached - Building
	I understand the contents of the brochure

Part K. Date of agreement and execution of contract

To complete the declaration, all boxes must be ticked:

	I have freely chosen to engage the Council as the Certifier.
	I have read the contract and the attached information brochure and understand my responsibilities to those of the Certifier
	I agree to provide the Certifier with access to the development site.
	I agree to notify Council of the appointment of the principal contractor.
	I agree to notify the principal contractor of any critical stage inspections required to be carried out in respect of the building work to enable an Occupation Certificate to be issued.
	I acknowledge that I have received and understand the description of services as outlined in the agreement.
	I agree to pay all fees for services provided by another authority e.g. Fire and Rescue NSW.
	I agree to ensure that arrangements are made for Council to carry out all required inspections of the building works as listed in the letter attached to the CDC/CC.

This Agreement is made on the date it is signed by an authorised officer of the Council

Signed/executed by or on behalf of the Client*

Note: The person having the benefit of the Consent, so as to be able to appoint the Principal Certifier, may be the owner or an applicant authorised by the owner but may NOT be the builder, unless the builder is the owner.

Name:		Address:	
Date:			

Client signature:

Signed/executed by or on behalf of Griffith City Council by an authorised officer of the Council under delegated authority

Name:		Date:	

Council representative signature:

Part L. Dictionary

Registered certifier means the holder of a certificate of accreditation as a Registered Certifier under the *B&DC Act*

Environmental planning instrument means the State Environmental Planning Policy or the Local Environmental Plan nominated by the Client as the instrument against which an application for a complying development certificate is to be assessed.

BASIX means the Building Sustainability Index

BCA means the National Construction Code / Building Code of Australia. ***B&DC Act*** means the *Building and Development Certifiers Act 2018* ***Certification work*** means:

a) the determining of an application for a development certificate
b) the issue of a development certificate
c) carrying out the functions of a Principal Certifier
d) carrying out of inspections for the purposes of section 6.5 (1)(b) of the EP&A Act
e) carrying out inspections under section 22 *Swimming Pools Act 1992* and issuing certificates of compliance under that Act

Contractor licence means a licence issued under the *Home Building Act 1989*

Development certificate means:

a) a certificate under Part 6 of the EP&A Act, being:
   - a Construction Certificate
   - a Compliance Certificate
   - a Sub-Division Certificate
   - an Occupation Certificate
b) a Complying Development Certificate
c) a Strata Certificate issued under the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*

EP&A Act means the *Environmental Planning and Assessment Act 1979*

EP&A Regulation means the Environmental Planning and Regulation 2021

Owner-Builder Permit has the meaning given to it by the *Home Building Act 1989*

The Certifier means a Principal Certifier appointed under section 6.6(1) of the EP&A Act

Residential building work has the meaning given to it by the Home Building Act 1989

Attachment: Application for a Complying Development Certificate (CDC)

Description of services

The Certifier will, on behalf of the Council, perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. Provide a blank copy of CDC application form to the Client.
2. If necessary, request a certificate under section 10.7 of the EP& A Act.
3. Conduct an inspection of, or arrange for another accredited certifier to inspect, the development site, and prepare a record of the inspection.
4. If clause 130(2A) or 130(2E) of the EP&A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) request a copy of a compliance certificate or written report from a fire safety engineer or another accredited certifier that satisfies the requirements of clause of the 130 EP&A Regulation.
5. Assess whether the proposed development satisfies the development standards set out in the relevant environmental planning instrument and the EP&A Regulation.
6. Determine the application and prepare a notice of the determination.
7. If the application is granted:
   a. prepare a Complying Development Certificate
   b. endorse all relevant plans, specifications and other documents
   c. prepare any associated fire safety schedule or fire link conversion schedule
   d. ascertain if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
   e. ascertain if any contributions plan requires the CDC to be subject to a condition requiring a monetary payment.
   f. issue CDC to the Client together with associated endorsed plans specifications and other approved documents.
   g. forward copies of documents prepared to statutory authorities, including the NSW Rural Fire Service, as required by the EP&A Regulation.

Fees and charges *(Tick one of the following)*

	Fixed fee agreement			**Variable costs agreement**	
	Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below.			Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:	
	Fixed fee:	$		Council's fee for services:	$
	Fixed fee includes: CDC, PCA & OC			Third party fees for services (including for another accredited certifier's services)*	$
	Contingency items: #*				
	Additional inspection if access not available or a reinspection is required – charges in accordance with Council's adopted fees and charges at the time of the service.			Fees for certificates and lodgement of documents	$
	Other services as required – charges in accordance with Council's adopted fees and charges at the time of the service.			Contingency items: #*	

 # If applicable, insert description of the contingency item– e.g., 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'
**Insert a mount or basis of calculation e.g. "At cost" or"$....per hour"*

Attachment: Application for a Construction Certificate

Description of services

The Certifier will, on behalf of the Council, perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. Provide a blank copy of CC application form to the Client.
2. If necessary, request a copy of a certificate under section 10.7 of the EP& A Act.
3. If the development is on a site which affects an existing building, inspect, or arrange for another accredited certifier to inspect, the building and prepare a record of the inspection.
4. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), apply to the Fire Commissioner for an initial fire safety report.
5. If the development is a residential flat building, obtain a design verification from a qualified designer under clause 50(1A) of the EP& A Regulation
6. If clause 144A of the EP& A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) obtain a compliance certificate or written report from a fire safety engineer.
7. Assess whether the application satisfies the requirements of the EP&A Regulation, including compliance with the BCA, the Development Consent and any pre-conditions to the issue of a CC.
8. Determine the application and prepare a notice of the determination.
9. If the application is granted:
    a. prepare a construction certificate
    b. endorse all relevant plans, specifications and other documents
    c. prepare any associated fire safety schedule or fire link conversion schedule if applicable
    d. ascertain if any long service payment levy is required to be made, and if so, that the amount has been paid.
    e. ascertain if any security or monetary payment or levy under sections 7.11 or 7.12 of the EP&A Act are required before the CC is issued.
    f. issue CC to the Client together with associated endorsed plans specifications and other approved documents.
    g. forward copies of documents prepared to the consent authority as required by the EP&A Regulation.

Fees and charges *(Tick one of the following)*

	Fixed fee agreement			**Variable costs agreement**	
	Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below.			Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:	
	Fixed fee:	$		Council's fee for services:	$
	Fixed fee includes: CC, PCA & OC				
	Contingency items: #*			Third party fees for services (including for another accredited certifier's services)*	$
	Additional inspection if access not available or a reinspection is required – charges in accordance with Council's adopted fees and charges at the time of the service.			Fees for certificates and lodgement of documents	$
	Other services as required – charges in accordance with Council's adopted fees and charges at the time of the service.			Contingency items: #*	

 # If applicable, insert description of the contingency item– e.g., 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

**Insert amount or basis of calculation e.g. "At cost" or"$....per hour"*

Attachment: Application for an Occupation Certificate (OC)

Description of services

The Certifier will, on behalf of the Council, perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. Provide a blank copy of an OC application form to the Client.
2. Conduct an inspection of the development and prepare a record of the inspection.
3. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), apply to the Fire Commissioner for an initial fire safety report.
4. Obtain a final fire safety certificate or part fire safety certificate as required by the EP&A Regulation.
5. If the development is a residential flat building to which clause 154A of the EP& A Regulation applies, obtain a further design verification from a qualified designer in relation to the completed works.
6. Ensure all BASIX requirements required to be complied with before an OC may be issued have been satisfied, including obtaining any necessary BASIX completion receipt.
7. If clause 130(2A) or 144A(1) of the EP& A Regulation applied to the development (i.e. where there is an alternative solution relating to fire safety requirements), obtain a compliance certificate or written report from a fire safety engineer with respect to the completed works as required by clause 153A of the EP& A Regulation.
8. Assess whether the application satisfies the requirements of the EP&A Regulation, including whether any pre-conditions of the Development Consent or CDC which are required to be met before an OC may be issued, have been met and (where building work has been carried out) whether the work is not consistent with the Development Consent).
9. Determine the application and prepare a notice of the determination.
10. If the application is granted, prepare an OC and issue it to the Client.
11. Forward copies of documents prepared to the consent authority and the council as required by the EP&A Regulation.

Fees and charges *(Tick one of the following)*

	Fixed fee agreement			**Variable costs agreement**	
	Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below.			Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:	
	Fixed fee:	$		Council's fee for services:	$
	Fixed fee includes: CC/CDC, PCA, & OC				
	Contingency items: #*			Third party fees for services (including for another accredited certifier's services)*	$
	Additional inspection if access not available or a reinspection is required – charges in accordance with Council's adopted fees and charges at the time of the service.			Fees for certificates and lodgement of documents	$
	Other services as required – charges in accordance with Council's adopted fees and charges at the time of the service.			Contingency items: #*	

 # If applicable, insert description of the contingency item– e.g., 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

**Insert amount or basis of calculation e.g. "At cost" or"$....per hour"*

Attachment: Application for a Compliance Certificate

Description of services

The Certifier will, on behalf of the Council, perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. Conduct an inspection of the development and prepare a record of the inspection.
2. Where appropriate, ascertain if a development consent of complying development certificate is in force with respect to building work or subdivision work which is the subject of the application.
3. If the application is granted, prepare a compliance certificate and issue it to the Client.

Fees and charges *(Tick one of the following)*

	Fixed fee agreement			**Variable costs agreement**	
	Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below.			Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:	
	Fixed fee:	$		Council's fee for services:	$
	Contingency items: #*			Third party fees for services (including for another accredited certifier's services)*	$
	Additional inspection if access not available or a reinspection is required – charges in accordance with Council's adopted fees and charges at the time of the service.			Fees for certificates and lodgement of documents	$
	Other services as required – charges in accordance with Council's adopted fees and charges at the time of the service.			Contingency items: #*	

 # If applicable, insert description of the contingency item– e.g., 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

**Insert amount or basis of calculation e.g. "At cost" or"$....per hour"*

Attachment: Council to undertake the functions of Principal Certifier

Description of services

The Certifier will, on behalf of the Council, perform all work that is necessary to comply with relevant statutory requirements, including:

1. Not later than two days before any building work or subdivision work commences, the Certifier will:
   a. notify the consent authority of the Certifier's appointment as the Principal Certifier
   b. notify the Client of all inspections that are required to be carried out of the building work or subdivision work.
2. Ascertain, before any building work or subdivision work commences, that a construction certificate or complying development certificate has been issued for the work.
3. Ascertain, before any residential building work commences, that either:
   a. the principal contractor is the holder of a licence under the Home Building Act 1989 and is covered by appropriate insurance, or
   b. where the work is to be carried out by an owner-builder, that an owner-builder permit has been issued under the Home Building Act 1989
4. The Certifier will either carry out all critical stage inspections of the building work or subdivision work prescribed by the EP& A Regulation or required by the Certifier, or ensure that the inspections are carried out by another certifying authority. However, the Certifier will personally carry out the last critical stage inspection that is prescribed for a building.
5. The Certifier will make a record as required by the EP&A Regulation of all inspections that he or she carries out and will ensure that any other certifying authority that has carried out an inspection also prepares a report and supplies it to the Certifier.
6. The Certifier will determine whether any inspection (other than the last critical stage inspection) has been not carried out due to circumstances that were unavoidable, and whether the work that would have been inspected was satisfactory. The Certifier will make a record of any such missed inspection as required by the EP&A Regulation and provide a copy to the Client. The Certifier will also notify the principal contractor or owner builder of the missed inspection as required by the EP&A Regulation.
7. Determine applications for occupation certificates or subdivision certificate (subject to separate terms under this Agreement)

Compliance functions

8. The Certifier will take such steps as he or she considers appropriate to address any of the following matters relating to the development:
   a. non-compliance with the development consent
   b. the carrying out of work without development consent
   c. an unauthorised use of a building
   d. a breach of a law relating to the carrying out of work or the use of the land
   e. a threat to the safety of a person or a person's property
   f. any other matter the Certifier considers to be in the public interest to address.
9. Without limiting the actions that the Certifier may take, the Certifier may:
   a. attend the site or nearby properties to inspect any issue of concern relating to the development
   b. confer with any person in relation to any issues of concern
   c. cause correspondence to be issued to any person
   d. refer any matter of concern to such persons or authorities as the Certifier considers appropriate, including the consent authority, NSW Fair Trading or an environmental protection agency
   e. issue notices under section 6.31 of the EP&A Act

Fees and charges *(Tick one of the following)*

	Fixed fee agreement			**Variable costs agreement**	
	Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below.			Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:	
	Fixed fee:	$		Council's fee for services:	$
	Fixed fee includes: CC/CDC, PCA, & OC			Third party fees for services (including for another accredited certifier's services)*	$
	Contingency items: #*				
	Additional inspection if access not available or a reinspection is required – charges in accordance with Council's adopted fees and charges at the time of the service.			Fees for certificates and lodgement of documents	$
	Other services as required – charges in accordance with Council's adopted fees and charges at the time of the service.			Contingency items: #*	

If applicable, insert description of the contingency item– e.g., 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

**Insert amount or basis of calculation e.g. "At cost" or"$....per hour"*