



Goulburn Mulwaree Council
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Goulburn NSW 2580

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Contract for the Carrying out of Certification Work (Subdivision)

Pursuant to the *Environment Planning and Assessment Act 1979* & the *Building and Development Certifiers Act 2018*.

PART A: INTRODUCTION

This is a Contract between Goulburn Mulwaree Council (**the Council**) and the Client (as nominated below) and relates to the following Certification Work (please indicate by 'X' which of the following applies):

- Appointment as the Principal Certifier (PC):**
- Subdivision Works Certificate*:**
- Subdivision Certificate*:**

PART B: DEVELOPMENT DETAILS

Description of Development:				
Lot/s:	Sec:	DP:		
Street Address:				
Suburb	Postcode:			
Details of Approvals (if known)				
DA or CDC No.	Issue Date:			
SWC No.	Issue Date:			
Please Note: All plans, specifications and related documents issued in connection with the relevant approvals, including any modifications form part of this contract.				

PART C: APPLICANT DETAILS

Name of Applicant:	
Postal Address:	
ABN if applicable	
Contact Phone Number:	
Email:	
Please note: The Principal Certifier (PC) may NOT be appointed by a person who will carry out the subdivision work, unless that person owns the subject land. The PC must be appointed by the person who has the benefit of the Development Consent (ordinarily the owner).	

PART D – THE CERTIFIER

Name and Registration No:	Goulburn Mulwaree Council – LGA 051
Address:	184 Bourke Street Goulburn NSW 2580
Contact Phone Number:	(02) 4823 4444
Email:	council@goulburn.nsw.gov.au
Please Note: The Applicant is advised that the certification work and any inspections required to be carried out under the <i>Environmental Planning & Assessment Act 1979</i> and <i>Environmental Planning & Assessment (Development Certification and Fire Safety) Regulation 2021</i> may be carried out by any one of the appropriately qualified Council employees.	

PART E: STATUTORY OBLIGATIONS

This contract is accompanied by an information sheet prepared by NSW Fair Trading pursuant to Clause 31 of the *Building and Development Certifiers Regulation 2020*, addressing the following:

- The role and statutory obligations of the Registered Certifier; and
- The role of the person for whom the certification work is carried out; and
- The types of information that can be found on the register of Registrations and Approvals under the *Building and Development Certifiers Act 2018*.

PART F: APPLICANT AND OWNERS DECLARATION AND SIGNATURE

The applicant and all property owners must consent to and sign this application. Please cross (X) each statement to acknowledge.

I/We acknowledge that the fees payable are calculated in accordance with the Council adopted Fees and Charges and are to be paid as follows: <ul style="list-style-type: none"> Determination of Development Certificates before or on lodgement of the applicable application; and Appointment of Principal Certifier before the Council acceptance of the appointment and prior to any works commencing; and Unforeseen contingencies where the Council carries out work as a result of unforeseen contingencies, the Council will calculate the fee based on its Revenue Policy and provide an invoice within 21 days after the completion of that work. Payment to be made in accordance with the terms of the invoice. 	<input type="checkbox"/>
I/We agree to provide all documents that the Council may reasonably request to perform the function as the PC and/or Certifier.	<input type="checkbox"/>
I/We consent to Council Officers entering the subject property at any reasonable time, for the purpose of carrying out any required inspection as required by the Act, or a regulatory inspection where required, or any other inspection in connection with this agreement (item 4.2).	<input type="checkbox"/>
I /We acknowledge that I/we must comply with all relevant Development Approvals or CDC conditions and/or pre-conditions of consent nominated in the approval documentation.	<input type="checkbox"/>
I/We agree to notify the Council of the appointment of the principal contractor.	<input type="checkbox"/>
I/We agree to notify the principal contractor of any inspections of subdivision work, as required by the Principal Certifier.	<input type="checkbox"/>
I/We acknowledge that I/we have received and understand the description of services and responsibilities as detailed within the Contract.	<input type="checkbox"/>
I/we have freely chosen to engage Goulburn Mulwaree Council as the Principal Certifier and/or Certifier.	<input type="checkbox"/>
I/we have read the contract and any document accompanying the contract and understand the roles and responsibilities of the client and the registered certifier.	<input type="checkbox"/>
I/We agree to receive approval documentation and correspondence via electronic communication.	<input type="checkbox"/>
By signing this agreement electronically, I/we agree to be legally bound by the terms of this agreement.	<input type="checkbox"/>
I/We declare that all the information provided is true and correct. I/We also understand that, if incomplete, the application may be delayed or rejected, and further information may be requested.	<input type="checkbox"/>

Owner	Applicant	Name	Position (if company)	Signature
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

Please note:

- If signing on the owner's behalf, please state your legal authority, and provide documentary evidence (e.g. copy of Power of Attorney, trust deed, etc.)
- If signing on behalf of a body corporate or company, the application should be signed by two authorised representatives of the Company, and the names and positions of authority in the Company must be stated on the form. If you are the Sole Director, or are signing under Common Seal, this should be stated, and one signature will suffice. Alternatively, authority may be provided on Company letterhead.

PART G: DATE OF CONTRACT

This appointment of Principal Certifier and Contract for carrying out certification work is made on the date it is signed and endorsed by Councils authorised officer.

PART H: COUNCIL ENDORSEMENT – Council to complete

Name:			
Position:			
Signed: (on behalf of Goulburn Mulwaree Council)		Date:	

ATTACHMENT A – TERMS AND CONDITIONS

1. INTRODUCTION

This is a contract between Goulburn Mulwaree Council (GMC) ("Council") and the person/s (hereinafter referred to as "the client") whose name/s and signature/s appear on the contract. The contract relates to an application from the client to engage GMC to provide certification services; including the appointment of the Council as the Certifying Authority and Principal Certifier (PC) in order to assess and determine the application/s the subject of this contract and carry out inspections of the subdivision works and the determination of application/s for Subdivision Certificates. This Attachment sets out the terms, conditions and responsibilities of the Client and the Council

2. SERVICE PROVIDED AND RESPONSIBILITIES OF COUNCIL

Under the EP&A Act a Certifier including the Principal Certifier (PC) has a range of functions in relation to subdivision work:

- a) Issuing Subdivision Works Certificates for subdivision or civil work,
- b) Carrying out inspections of subdivision work,
- c) Issuing Subdivision Certificates,
- d) Any other functions conferred or imposed on the certifier under the EP&A or any other Act.

4. OBLIGATIONS OF THE CERTIFIER

The Certifier will:

4.1 Ascertain, before any subdivision work commences, that a Subdivision Works Certificate or Complying Development Certificate has been issued for the work;

4.2 Confirm any additional inspections to be carried-out in addition to those contained in **Attachment B**.

4.3 Carry out inspections of the subdivision work as required by the Certifier before issuing a Subdivision Certificate for the subdivision work;

4.4 Make a record as required by the EP&A Certifier Regulation of all inspections and provide a copy to the client or their representative. **Note:** Inspections will be carried out Monday to Friday between the hours of 9:30AM – 12:00PM and 1:30PM – 4:00PM (excluding Public Holidays, weekends, Union Picnic Day and Council shutdown period/s).

4.5 Advise the Client of the details of the work the subject of an unsatisfactory inspection and the need (if any) to carry out a reinspection.

4.6 Notify the Client if any additional fees for inspection are required as a result of reinspection for incomplete or defective works. Reinspection fees will be levied and payable for all reinspections required as a result of work not being ready for the booked inspection or as a result of defective works.

4.7 Council will determine whether any inspection (other than the last critical stage inspection) has been not carried out, and whether the work that would have been inspected was satisfactory. The Council will make a record of any such missed inspection and provide a copy to the Client and owner. Council will also notify the principal contractor of the missed inspection.

4.8 Assess applications and issue determinations for a Subdivision Works, and Subdivision Certificates in the prescribed form.

4.9 Ensure that any preconditions required by a Development Consent, Planning Agreement, Works in kind Agreement or Complying Development Certificate are met for the work before the issue of a Subdivision Works or Subdivision Certificate.

4.10 Without limiting the compliance actions that Council may take, the Council may at its discretion:

- (a) attend the site to inspect any issue of concern relating to the development.
- (b) cause correspondence to be issued to any person.
- (c) refer any matter of concern to such persons or authorities as the Council considers appropriate, including the consent authority, NSW Fair Trading or an environmental protection agency.
- (d) issue Directions and Orders under the EP&A Act.

5. FEES AND CHARGES

5.1 Fees payable to the Council for the undertaking of all work involved in assessing, determining and finalising the application must be paid at the time of lodgement and will be as per the Council Adopted Fees & Charges for the current financial year. These fees are exclusively for the determination of a subdivision certificate and the carrying out of subdivision work inspections. Other fees may be payable in accordance with the Council adopted Fees & Charges.

5.2 Please note all fees are reviewed annually and may change as of 1 July each year. The fee payable will be based

on those applicable on the day on which the Contract is executed.

5.3 Any additional or re-inspections required as a result of unfinished or non-compliant work will incur additional charges based on the rates of inspection applicable for the current financial year.

5.4 Any re-inspections for subdivision works must be paid for at the time of booking the inspection.

6. RESPONSIBILITIES OF THE CLIENT

The Client, in appointing Goulburn Mulwaree Council as the Certifier agrees to:

6.1 Provide all relevant drawings, plans, documents and any other related information or documents at the request of the Certifier to fulfil its obligations under this agreement.

6.2 Ensure that all documents and information provided by the Client are complete, current and accurate. In that regard, the Client acknowledges that the Certifier is entitled to rely on information and documents provided by the Client. The Client indemnifies the Certifier from any, copyright, costs, expenses, losses, damages, claims, liability, demands, suits and proceedings suffered or incurred by, or made against, the Certifier in respect of the Certifiers reliance on the documents supplied by or on behalf of the Client or in relation to any third party placing any reliance on the performance of the Certifiers services under this Agreement.

6.3 Ensure that a Subdivision Works Certificate or Complying Development Certificate has been issued prior to the commencement of any subdivision works.

6.4 Provide the Council with a completed Notice of Commencement not less than two days before the commencement of any subdivision works.

6.5 Where the Client is not carrying out the subdivision work the Client must have appointed a principal contractor for the subdivision work.

6.7 Pay all fees for services provided by the PC or such fees and charges as required by any other required authority.

6.8 Ensure that arrangements are made for the Council to carry out inspections of the subdivision works at various stages as indicated in Attachment B. The owner or principal contractor must provide Council with a minimum of 48 hours' notice (excluding weekends and public holidays) prior to each inspection. Inspections must be booked via (02) 48 234 444.

6.9 Ensure that subdivision work is ready for inspection by the agreed inspection date and time. Where a reinspection is required as a result of defective or incomplete works, the Client shall make payment of the appropriate reinspection fee as prescribed in the Council Adopted Fees and Charges.

6.10 Where an inspection is required, the Client **must** ensure the relevant stamped approved plans and specifications and other required details are on-site and/or available to the Certifier.

6.11 Ensure that the site is accessible and is safe for the PC to carry out its contractual obligations.

6.12 Use suitably qualified and experienced contractors for all aspects of the subdivision work.

6.13 Comply with any Written Direction Notices that the PC issues.

6.14 Act in good faith, in accordance with the Act, and in a cooperative manner, be polite and respectful.

6.15 Before booking a final inspection the client shall provide to the Council any requested certificates listed in the inspection requirements or otherwise requested by the Certifier.

6.16 Ensure that the undertaking of the subdivision and/or civil works are in accordance with the Development Consent and Subdivision Works Certificate. Any modifications to approved works shall have the prior approval of the consent authority and the certifier before the works are undertaken.

6.17 Provide the PC specialist reports, plans, specifications, compliance certificates and certification of materials, processes or works, including comprehensive works as executed plans as requested. Additional documents we may request (where necessary) may include but are not limited to engineer's plans, engineering reports, engineering certification, Compliance Certificates, Identification Surveys and evidence of suitability etc..

6.18 The applicant acknowledges that it is the applicant's responsibility (and that of your contractor and/or subcontractors) to ensure that the applicant complies with all relevant legislation, consents, certificates, and approvals relating to the subject development.

7. CONTRACT TERMINATION

7.1 This contract will automatically terminate upon the expiration of five (5) years from the date of this contract unless the Council and the applicant have entered into a

written contract to vary the duration of the contract and the applicant has paid all relevant fees; or

7.2 As soon as the PC has issued a final inspection and/or Subdivision Certificate for all subdivision works the subject of this contract, the contract will automatically terminate; or

7.3 If the Client breaches the contract in any respect; or

7.4 Where Council is unable to issue the Subdivision Works Certificate within six (6) months from the date of execution of this contract.

8. DICTIONARY

Registered certifier means a person who is registered under the *Building and Development Certifiers Act 2018* and whose registration is in force.

Applicable 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.

BDAC Act means the *Building and Development Certifiers Act 2018*.

Certification work means:

(a) the exercise of a function of a certifier (including a principal certifier) specified in section 6.5 of the *Environmental Planning and Assessment Act 1979*,

(b) the determination of an application for a strata certificate within the meaning of the *Strata Schemes Development Act 2015*,

(c) the exercise of any other function of a registered certifier under the certification legislation or under another Act or law,

(d) any other work of a kind prescribed by the regulations but does not include work of a kind that is excluded from this definition by the regulations.

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

EP&A Regulation means the *Environmental Planning and Assessment Regulation 2021*.

EP&A Certifier Regulation means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

Principal Certifier (PC) for subdivision work means the certifier appointed as the principal certifier for the subdivision work under section 6.6(1) of the EP&A Act.

Note: Council Certifiers, as the PC cannot be involved in the design of the subdivision works. When the Council has been appointed as the PC, a change of PC can only be undertaken upon agreement of Council or as determined by NSW Fair Trading.

Subdivision Certificate (SC) means a Subdivision Certificate within the meaning of the EP&A Act.

END OF TERMS AND CONDITIONS

ATTACHMENT B – INSPECTION REQUIREMENTS

The Works are to be inspected at the following stages of construction and a satisfactory inspection result received. In cases where a portion of the works is not approved, no further work may proceed whereby the failed portion of the work may become incorporated into any new works.

Additional inspections than those described below may be required from time to time out as directed in writing by Council.

1. Erosion and Sediment Control and Site Set Up

- a) Implementation of all required erosion and sediment control measures before construction.
- b) All required site set up works required to satisfy all prior to commencement conditions.

2. Drainage

- a) Trench excavated, bedding material placed, and pipes/conduits (showing pipe class) laid prior to backfilling and Non-cohesive granular backfilling material up to haunch.
- b) Filter material placed in subsoil drains prior to backfilling.
- c) Pit walls, wing walls and head walls with reinforcement and place prior to casting.
- d) Connection to existing system prior to backfilling.
- e) Channel/watercourse tail out works after construction.
- f) Excavated and compacted sub-grade prior to placement and laying of geotextile fabric and scour/rip rap protection.

3. Pavement Construction

- a) Prior to works commencing approval of the material used in road pavements shall be obtained from Council, including the source of the material and most recent material testing.
- b) Sub-grade proof roll test (a visual and deflection check by fully laden water cart with capacity of 10,000 litres of water) or in accordance with T198.
- c) Sub-base proof roll test at kerb alignment (a visual check and roller test with 10t smooth drum roller) or in accordance with T198.
- d) Base course Benkelman Bean test carried out by NATA registered Geotechnical Engineer at 10m intervals.

4. Wearing Surface

- a) Application of the wearing surface shall not occur without the approval of the Council. The following shall be submitted to Council to demonstrate compliance with Goulburn Mulwaree Council Engineering specification prior to approval to seal.
- b) Inspection sampling and testing plans.
- c) Survey conformance report for subgrade, sub-base and base prior to the proof roll inspection.
- d) Materials test report for each layer of pavement i.e. sub-grade, sub-base, base (CBR test, Compaction test etc) prior to the proof roll inspection
- e) Benkelman Beam Test results.
- f) Visual inspection of the initial seal/primer seal prior to application of the final wearing surface.
- g) Core Drills of the wearing surface will be undertaken by Council.

5. Footpath, Off-road Cycleway and Shared Way Works

- a) Sub-grade roller test (1.8t smooth drum roller).
- b) Concrete footpaths, cycleways, shared ways and pathways formed, set out with chaired reinforcement in place, movement joints etc prior to placement of concrete.

6. On-site Detention System (OSD)

- a) Sub-grade roller test (1.8t smooth drum roller).
- b) Steel and formwork for tank/pit prior to placement of concrete.
- c) Pipes upstream/downstream of tank/pit prior to backfilling.
- d) Excavated and compacted sub-grade prior to placement and laying of geotextile fabric and scour/rip rap protection.

7. Installation of Stormwater Quality Devices

- a) Prior to works commencing approval of the material used in stormwater quality devices such as stormwater bio filtration systems shall be obtained from Council, including the source of the material and most recent material testing.
- b) The reduced base level of the basin upon which the drainage and bio filtration system is to be constructed, must be demonstrated on site that the base is either level or has been provided with the required falls. Certification from a registered surveyor may be required.
- c) Inspection of each layer in the stormwater quality device prior to placement of the next layer.
- d) Excavated and compacted sub-grade prior to placement and laying of geotextile fabric and scour/rip rap protection.
- e) Prior to the planting of any plants, approval shall be obtained by Council.

8. In-situ Concrete

- a) Sub-grade roller test (10t smooth drum roller, 1.8t for tight spaces in agreement with Council).
- b) Steel and formwork prior to placement of concrete.

ATTACHMENT C – SAMPLING AND TESTING OF MATERIALS

All materials incorporated into the work shall be subject to inspection, testing and approval by Council in accordance with the following table.

MATERIAL	STANDARD	HOLD POINT	TEST VERIFICATION
Concrete	AS3600	Concrete pour	Manufacturers certification
Ready Mixed Concrete	AS1379	Concrete pour	NATA Certificate
Hardened Concrete	AS1012	7-day, 28-day strength	NATA Certificate
Reinforcing Bars/Wire	AS/NZS4671	Concrete pour	Manufacturers certification
Interlocking Concrete and Clay Paver Units	AS/NZS4456	Taking delivery	NATA Certificate
Precast Reinforced Box Culvert	AS1597	Taking delivery	Manufacturers certification
Pipes	As for pipe type	Taking delivery	Manufacturers certification
Compacted Sub-grade	AS1289, AS3798	Pavement construction	Proof rolling, NATA Certificate
Compacted Sub-base	AS1289, AS3798	Placing base course	Proof Rolling, NATA Certificate
Compacted Base Course	AS1289, AS3798	Road surfacing	Proof Rolling, NATA Certificate and Benkelman Beam
Asphaltic Concrete	AS2891, RTA T612	Completion of asphalt works	NATA Certificate
Earth Fill	AS1289, AS3798	Taking delivery	NATA Certificate and Plan
Crushed Rock	RTA QA 3051, RTA, T114, T213, T215, T221, T276	Taking delivery	NATA Certificate
Natural Gravel	RTA T106, T114, T108, T109, T215	Taking delivery	NATA Certificate