

Application form Construction Certificate or Complying Development Certificate, Appointment of Principal Certifying Authority & Application for Occupation Certificate.

Made under the Environmental Planning and Assessment Act 1979.

Current 15/9/18

Once complete this application form becomes part of the contract required by the Building Professionals Regulation cl 19.

Is this application for a *Construction Certificate* or a *Complying Development Certificate*? (Please circle one)

Who is the applicant?

Name _____

Phone number _____

Email _____

Mailing Address _____

Signature _____ Date _____

Details of Land to be Developed

Flat/Street no. _____ Street name _____

Suburb/Town _____ Post code _____

Council area _____ Lot _____ DP _____

DA number and date of determination (does not apply to Complying Development) _____.

Builders details (Enter NYK if not known yet)

Name _____ Licence no. _____

Phone number _____

Email _____

Mailing Address _____

Signed;

What is the proposed development?

Description: _____ What's the site (property) area? _____

What is the BCA class of the Building? _____ How many storeys in the proposed building? ____

What is the total floor space of the proposed building? _____

How many dwellings are on the property already? _____

Are any existing dwellings to be demolished? _____ How many dwellings in the proposed building? _____

Is the building to be attached to any other building? _____ Does the land contain a dual occupancy? _____

What's the estimated project value, including materials and all labour? _____

How much asbestos will be removed disturbed or repaired during the development? _____ m2_

Do you intend to use any second hand materials? _____

Please indicate proposed materials by circling below;

Walls	Code	Roof	Code
Brick (double)	11	Tiles	10
Brick (veneer)	12	Concrete or Slate	20
Concrete or Stone	20	Fibre cement	30
Fibre cement	30	Steel	60
Timber	40	Aluminium	70
Curtain glass	50	Other	80
Steel	60	Not specified	90
Aluminium	70		
Other	80		
Not specified	90		
Floor	Code	Frame	Code
Concrete or Slate	20	Timber	40
Timber	40	Steel	60
Other	80	Aluminium	70
Not specified	90	Other	80
		Not specified	90

What documents have you provided with this application?

(Not all documents are required for every application. Check with My Certifier for requirements)

Document	Tick if provided, leave blank if not provided.
Development Consent as issued by Council (DA)	
DA stamped plans	
Site plan including existing buildings, proposed buildings, trees, easements, slope of land, neighbouring buildings	
Construction drawings- Floor plan, elevations, sections	
Building specifications	
Manufacturers details of any accredited building product	
Deposited plan	
Engineers Structural design	
Engineers hydraulic design	
DBYD infrastructure location	
Basix certificate	
Section 149(2) Planning certificate	
Bushfire Attack Level Certificate from BPAD qualified consultant	
Sydney Water approval	
Long Service Levy receipt	
Section 94 contribution receipt	
S306 Notice of requirements	
S73 Notice of requirements	
Others documents	

Owners Consent

I/We are the owners of the lot, and We consent to this application for CC/CDC and wish to appoint Che Leonard BPB 1812 as PCA for the development.

Name _____ Name _____

Phone number _____ Phone number _____

Address _____ Address _____

Signature _____ Signature _____

All owners must sign above to give consent to the applicant to lodge the application. The owner agrees to be bound by the contract attached to this application form where applicable.

OFFICE USE ONLY. TO BE COMPLETED BY My Certifier

My Certifier Insurance Details Insurer Lloyd's 10 August 2018- 10August 2019

Certificate/Quote # Price \$

Date of receipt of application by My Certifier

Date of issue

Certification work required;

Issue CC

Issue CDC

Issue OC

Critical stage inspections required by 109E (3) (d) of the EP&A Act 1979. (Circle those relevant)

1. After the site is established prior to commencing work
2. after excavation for, and prior to the placement of, any footings,
3. prior to pouring any in-situ reinforced concrete building element,
4. prior to covering of the framework for any floor, wall, roof or other building element,
5. prior to covering waterproofing in any wet areas,
6. prior to covering any stormwater drainage connections,
7. after the building work has been completed and prior to any occupation certificate being issued in relation to the building.
8. after the installation of the pool fence, prior to filling of the pool
9. Other- Specify:

The agreement

General items

1. The full cost of a Construction Certificate/Complying Development Certificate Application and Council lodgement fees are required to be paid prior to the release of the Construction Certificate/Complying Development Certificate.
2. Please ensure that all mandatory inspections are carried out. Failure to comply may result in a delay in the issue of an Occupation Certificate
3. Inspection bookings are to be made by 2.30pm the day prior to the required inspection.
4. Additional inspections that arise as a result of the method of the construction or reinspection of defective/incomplete works will be subject to additional inspection fees as determined by My Certifier.
5. Any additional consultation for dispute resolution, council liaison or compliance advice will be charged at \$198/hr inc GST
6. In the case of any legal action, dispute or other matter brought against the owner, applicant, builder or Principal Certifier the owner agrees to pay all legal costs, court ordered costs or damages, costs agreed to by mediation or any other cost against the Certifier. The Certifier will not be liable for any costs beyond the applicable certification fees for the project.
7. Issue of the CC/CDC does not relieve any other person of their responsibilities including compliance with the development consent, BCA or any other legislation or Code. The Accredited Certifier is not a site supervisor or project manager. The Accredited Certifier will carry out ONLY the critical stage inspections. The Accredited Certifier will rely on 3rd party statements for work not directly subject to critical stage inspections. In the case of dispute the Builder and Builder's Insurer shall be the first defendant. My Certifier will be directly liable for costs equal to Certification Fees only. Please see the Building Professionals Board website for detail on the role of the Certifier

Principal Certifying Authorities (PCA) Obligations

1. The PCA agrees to carry out mandatory critical stage inspections during the course of construction of the proposed building work as defined in the quote, contract and Consent. Reasonable notice must be given by the applicant or Builder. Reasonable notice will be determined by My Certifier at the time of request for inspection.
2. The PCA may choose at any point to have any other qualified accredited certifier carry out the mandatory critical stage inspections.
3. The PCA shall issue an Occupation Certificate for the proposed development when the PCA is satisfied that: a) Any preconditions to the issue of the Occupation Certificate as specified in the Development Consent or Complying Development Certificate have been met; and b) That the building works for which the Construction Certificate has been issued are suitable for occupation or use in accordance with their classification under the Building Code of Australia; and c) A fire safety certificate has been issued (if required).

Principal Contractor/Owner Builder Obligations

1. The principal contractor/owner builder must provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to the Development Consent, the Construction Certificate and any Occupation Certificate at the request of the PCA;
2. The principal contractor/owner builder must not allow any occupation of the building to be permitted without first obtaining an Occupation Certificate (either Interim or Final) from the Certifier;
3. Before the commencement of any residential building work the principal contractor/owner builder must provide the PCA with Home Warranty Insurance or an Owner Builder Permit pursuant to the Home Building Act 1989, and satisfy any other preconditions within the development consent
4. The principal contractor/owner builder must notify the PCA of a date and time for the carrying out of each mandatory critical stage inspection and shall pay the PCA the scheduled fees;
5. The principal contractor/owner builder must rectify any defects identified by the PCA during the course of each inspection to the satisfaction of the PCA before the principal contractor/owner builder carries out any further building work or at such other time as may be agreed to by the PCA;
6. The principal contractor/owner builder must ensure that a Construction Certificate or Complying Development Certificate has been issued prior to the commencement of any works;

7. The principal contractor/owner builder must engage tradesman with relevant licences as required by any relevant legislation including but not limited to the Home Building Act;
8. The principal contractor/owner builder must attend any meetings if required by the PCA to do so;
9. The principal contractor/owner builder must comply with any notices or orders that the PCA issues;
10. The principal contractor/owner builder must provide certification for various components of works and materials used during construction in the format as specified by the Principal Certifier
11. In the case of Swimming Pools, the Owner and Builder confirm they are aware of the requirements of the Swimming Pools Act, including the requirement to provide a barrier around the pool at all times.

Owner Obligations

1. The owner agrees to pay all fees and charges at the time of application, in accordance with attached invoice, or a fee proposal;
2. The owner agrees to pay any unforeseen charges within 21 days of charge occurring;
3. The owner must ensure that the subject property is accessible for the PCA to carry out the PCA's obligations under this Agreement. The owner agrees the contractor or contractors representative may request inspections.
4. The owner must not occupy the building, nor allow anyone else to occupy the building until an Occupation Certificate (either interim or final) has been issued by the PCA;
5. The invoice price is issued under the assumption that the approved work will be completed within a reasonable time. Any work continuing for more than 2 years after the date of issue of the Construction Certificate or Complying Development Certificate will be subject to additional charges as determined by My Certifier. The charges include additional inspections, changes to Certification costs, long term insurance, additional record keeping costs.
6. The owner agrees to pay any charges that may have been incurred due to further inspections, modifications and the like prior to the issue any Occupation Certificate. Issue of an interim OC will incur an additional charge.
7. If the PCA terminates this Agreement based on any action or lack of action required by the owner or contractor, then the owner must pay any money owing to the PCA for work done and costs incurred by the PCA up to and including the date of termination of this Agreement.
8. The owner confirms any details provided on the plans and supporting documentation must be accurate and relevant to all matters pertaining to the proposal. Any misleading or incorrect information supplied in obtaining the approval may invalidate the certificate and costs incurred as a result, will be the responsibility of the owner.

Termination of this Agreement

1. This Agreement may be terminated if any of the following occurs:-
 - a) Building works are commenced without the issue of a Construction Certificate or Complying Development Certificate;
 - b) The owner or principal contractor fails to provide Home Warranty Insurance or Owner Builder Permit pursuant to the Home Building Act 1998 if the building work is residential building work;
 - c) If the owner, principle contractor or person on the development breaches the requirements of the Environmental Planning and Assessment Act/Regulations.
 - d) If the owner or principle contractor fails to provide sufficient or accurate documentation in support of any certificate under the Environmental Planning and Assessment Act/ Regulations.
 - e) If misleading or inaccurate information or details are supplied in obtaining any certificate under the Environmental Planning and Assessment Act/Regulations.
 - f) Withdrawal of the application will be subject to fees proportional to the works carried out at the time of withdrawal. Withdrawals will only be accepted in writing.

Replacing the PCA The appointed PC can only be changed or replaced by another PCA with the approval of the Building Professionals Board or by mutual agreement of the appointed and proposed PCA. Governing Law

The parties agree that this Agreement is governed by the laws of New South Wales and in particular the Environmental Planning and Assessment Act and its Regulations and Building Professionals Act and its Regulations. Further information relating to the requirements of contracts and payments for the services by the Certifying Authority can be found on the Building Professional Board web site www.bpb.nsw.gov.au