

Checklist for contracts to be submitted to the Anglican Church Property Trust Diocese of Sydney

Checklist Item	✓
1. At least two counterpart originals of the (industry standard) contract have been prepared (<i>photocopied contracts cannot be accepted</i>).	
2. All counterpart originals of the contract have been <i>signed by the builder / contractor</i> .	
3. Legal Practitioner's Certificate signed by an independent solicitor engaged by the parish. <i>Please ask the solicitor engaged by the Parish to contact the ACPT for a pro forma Legal Practitioner's Certificate.</i>	
4. A letter of approval signed by the chairman of the regional architectural panel (<i>usually the Regional Bishop or Archdeacon</i>)	
5. Copies of any necessary approvals from the local council (including any applicable schedule of existing and proposed essential fire safety measures) and any other relevant government authority (for example Heritage Council). <i>For most projects a development consent and construction certificate will be required. All approvals should be noted in the list of contract documents shown in the contract.</i>	
6. Insurance certificates of currency (on issuing insurer's letterhead): <i>For residential contracts –</i> (a) Home building insurance; (b) Builder's all risk insurance; (c) Public liability insurance (for a minimum of \$10 million) which notes the interest of the "Anglican Church Property Trust Diocese of Sydney"; and (d) Workers' compensation insurance. <i>For non-residential construction -</i> (a) The building work; (b) Building materials; (c) Public liability insurance (for a minimum of \$10 million) which notes the interest of the Anglican Church Property Trust Diocese of Sydney; and (d) Workers' compensation.	

7.	Non-residential building contracts to contain a 52-week defects liability period (26 weeks for the roof) and security has been provided consisting of two bank guarantees each equal to 2.5% of the GST-inclusive contract sum (<i>one bank guarantee to be released at practical completion and the other at the end of the 52-week defects liability period</i>). See <i>Item 18 Building Works Kit</i> for more information.	
8.	Contract contains appropriate clauses re OH&S and appointment of “Principal Contractor”. See <i>Item 19 Building Works Kit</i> for more details.	
9.	A written consent signed by the majority of the parish council consenting to the ACPT entering into the contract. See Building Works Kit & Property Development for pro forma)	
10.	Declaration from the wardens as to the sufficiency of available funds. The ACPT requires that funds equal to the GST-inclusive contract price be held by the ACPT (or loan funds upon which the ACPT is authorised to draw down) before the contract is signed). ¹ See Building Works Kit & Property Development for pro forma.	
11.	If the building plans are A2 size or larger, the ACPT will require one additional A3 (or A4) set of plans.	
12.	[Optional] In addition to the above, a compact disc containing an electronic copy of the contract itself plus all the contract documents (such as council approvals, plans and specifications).	

For ACPT contact details (including street and mailing addresses), please refer to [Building Works Kit & Property Development](#).

Please note that contracts can be hand delivered by Parish representatives to St. Andrew’s House, however, due to ACPT work scheduling arrangements, contracts cannot be signed “on the spot”. An appointment should be made in advance if there is a need to discuss the proposed contract with the [Manager, ACPT](#) assigned to your parish’s region.

¹ It is important to note that an approved heritage grant does not constitute “sufficiency of funds” for the ACPT to sign a building contract. Please contact the staff of the ACPT to discuss what arrangements will need to be made for projects with approved government heritage funding.