Part A Annexure to the Australian Standard General Conditions of Contract AS4000 – 1997

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item

1	Principal	Shire of Denmark
	(clause 1)	
	ACN	
2	Principal's address	953 South Coast Highway
		Denmark
		6333
3	Contractor	To be confirmed
	(clause 1) ACN	
4	Contractor's address	To be confirmed
	•	
5	Superintendent	Martin Buczak
	(clause 1)	
6	Superintendent's address	953 South Coast Highway Denmark
		6333
7	a) Date for practical completion	
	(clause 1)	
	OR	
	b) Period of time for <i>practical</i>	10 weeks from site possession
	completion	To weeks non site possession
	(clause 1)	
8	Governing law	Western Australia
	(page 5, clause 1(h))	If nothing stated, that of the jurisdiction where the <i>site</i> is located
9	a) Currency	Australian Dollar
	(page 5, clause 1(g))	If nothing stated, that of the jurisdiction where the site is located
	b) Place for payments	
	(page 5, clause 1(g))	If nothing stated, the Principal's address
	c) Place of business of bank	
	 c) Place of business of bank (page 3, clause 1(d)) 	If nothing stated, that of the jurisdiction where the site is located
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10	Bills of quantities (subclause 2.2)	
	a) Alternative applying (subclause 2.2)	Alternative 2 If nothing stated, Alternative 1 applies
	 b) If Alternative 2 applies, is the bill of quantities to be priced? (subclause 2.2) 	No (delete one) If neither deleted, the <i>bill of quantities</i> shall not be priced
	c) Lodgement time (subclause 2.3(b))	Tender submission If nothing stated, 28 days after <i>date of acceptance of tender</i>
11	Quantities in <i>schedule of rates,</i> Limits of accuracy (subclause 2.5(b))	Upper Limit: Not Applicable Lower Limit: Not Applicable
12	Provisional sum, Percentage for profit and attendance (clause 3)	10%
13	Contractor's security	
	a) Form (clause 5)	Retention
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	5% If nothing stated, 5% of the <i>contract sum</i>
	c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	10% If nothing stated, 10%, until the limit in <i>item</i> 13(b)
	d) Time for provision (except for retention moneys) (clause 5)	Not Applicable If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	Not Applicable \$
	f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4)	50% of amount held If nothing stated, 50% of amount held

14	Principal's Security	
	a) Form (clause 5)	Not Applicable
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not Applicable If nothing stated, nil
	c) Time for provision (clause 5)	Not Applicable If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	d) <i>Principal's security</i> upon <i>certificate of practical</i> <i>completion</i> is reduced by (subclause 5.4)	Not Applicable % of amount held If nothing stated, 50% of amount held
15	<i>Principal</i> -supplied documents (subclause 8.2)	Document No. of copies 1. As per Tender Documentation 1 2. 3. 3. 4. 5. 6. If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	14 days If nothing stated, 14 days
17	Subcontract <i>work</i> requiring approval (subclause 9.2)	All subcontract work
18	Novation (subclause 9.4)	Subcontractor Particular part of WUC Not Applicable
		Selected subcontractor Particular part of WUC Not Applicable

19	Legislative requirements	
	a) Those excepted (subclause 11.1)	
	b) Identified <i>WUC</i> (subclause 11.2(a)(ii))	All WUC
20	Insurance of <i>the Works</i> (clause 16)	
	a) Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies
	If Alternative 1 applies	
	 b) Provision for demolition and removal of debris 	\$0.00 OR
	c) Provision for consultants' fees	% of the <i>contract sum</i> \$0.00
		OR % of the <i>contract sum</i>
	 Value of materials or things to be supplied by the <i>Principal</i> 	\$0.00
	e) Additional amount or percentage	\$0.00
		% of the total of paragraphs (a) to (d) in clause 16
21	Public liability insurance (clause 17)	
	a) Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies
	If Alternative 1 applies	
	 Amount per occurrence shall be not less than 	\$10,000,000 (ten million dollars) If nothing stated, then not less than the <i>contract sum</i>
22	Time for giving possession (subclause 24.1)	 2nd December 2020. Please note: Contractor shut down: Christmas holidays 21 December 2020 – 1 January 2021. Contractor take possession site: 4 January 2021.
		If nothing stated, 14 days

23	Qualifying causes of delay Causes of delay for which EOTs will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	None			
24	Liquidated damages, rate (subclause 34.7)	\$1000 per day			
25	Bonus for early <i>practical completion</i> (subclause 34.8)				
	a) Rate	Nil	per day	\$	per day
	b) Limit		contract sum	\$	
		If nothing stated, th	nere is no waiver		
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)				
27	Defects liability period (clause 35)	12 months If nothing stated, 1	2 months		
28	 Progress Claims (subclause 37.1) a) Times for progress claims OR b) Stages of <i>WUC</i> for progress claims 	once each mor	nth for <i>WUC</i> done to	the 25 th day	of that month
29	Unfixed plant and materials for which payment claims may be	Nil			
	made (subclause 37.3)				
30	Interest rate on overdue payments (subclause 37.5)	6% per annum If nothing stated, 1	8% per annum		

31 Time for Principal to rectify inadequate possession (subclause 39.7) 14 days 32 Arbitration (subclause 42.3) If nothing stated, 14 days a) Person to nominate an arbitrator If no-one stated, the President of the Institute of Arbitrators & Mediators Australia b) Rules for arbitration If nothing stated: a) Rules for arbitration If nothing stated: b) Rules for arbitration If nothing stated: c) Rules for arbitration If nothing stated: d) Rules 5-18 of the Rules of The Institute of Arbitrators, Aus for the Conduct of Commercial Arbitrations;	
(subclause 39.7) 32 Arbitration (subclause 42.3) a) Person to nominate an arbitrator b) Rules for arbitration b) Rules for arbitration If nothing stated: a) Rules 5-18 of the Rules of The Institute of Arbitrators, Aus for the Conduct of Commercial Arbitrations; OR	
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b) If one or more of the parties are nationals of and habitual incorporated in, or where the central management and	-
excised in, different countries as between the parties, the	
Arbitration Rules shall apply and the appointing authority s	
person provided in <i>Item</i> 32(c)	
c) Appointing Authority under	
UNCITRAL Arbitration Rules	1
If no-one stated, the President of the Institute of	
Arbitrators & Mediators Australia	