

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	<i>Principal</i> (clause 1) ACN	Shire of Denmark
2	<i>Principal's address</i>	953 South Coast Highway Denmark 6333
3	<i>Contractor</i> (clause 1) ACN	To be confirmed
4	<i>Contractor's address</i>	To be confirmed
5	<i>Superintendent</i> (clause 1) ACN	Fred Wallefeld (Stantec)
6	<i>Superintendent's address</i>	Level 1, The Terrace Centre, 96-102 Stirling Terrace Albany WA 6330
7	a) <i>Date for practical completion</i> (clause 1) OR b) <i>Period of time for practical completion</i> (clause 1)	12 weeks from site possession
8	Governing law (page 5, clause 1(h))	Western Australia If nothing stated, that of the jurisdiction where the <i>site</i> is located
9	a) <i>Currency</i> (page 5, clause 1(g)) b) <i>Place for payments</i> (page 5, clause 1(g)) c) <i>Place of business of bank</i> (page 3, clause 1(d))	Australian Dollar If nothing stated, that of the jurisdiction where the <i>site</i> is located If nothing stated, the <i>Principal's</i> address If nothing stated, that of the jurisdiction where the <i>site</i> is located

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10	<p>Bills of quantities (subclause 2.2)</p> <p>a) Alternative applying (subclause 2.2)</p> <p>b) If Alternative 2 applies, is the bill of quantities to be priced? (subclause 2.2)</p> <p>c) Lodgement time (subclause 2.3(b))</p>	<p>Alternative 2 If nothing stated, Alternative 1 applies</p> <p>No (delete one) If neither deleted, the <i>bill of quantities</i> shall not be priced</p> <p>Tender submission If nothing stated, 28 days after <i>date of acceptance of tender</i></p>
11	<p>Quantities in <i>schedule of rates</i>, Limits of accuracy (subclause 2.5(b))</p>	<p>Upper Limit: Not Applicable</p> <p>Lower Limit: Not Applicable</p>
12	<p><i>Provisional sum</i>, Percentage for profit and attendance (clause 3)</p>	<p>10%</p>
13	<p>Contractor's security</p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum percentage of <i>contract sum</i> (clause 5)</p> <p>c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)</p> <p>d) Time for provision (except for retention moneys) (clause 5)</p> <p>e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)</p> <p>f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)</p>	<p>Retention</p> <p>5% If nothing stated, 5% of the <i>contract sum</i></p> <p>10% If nothing stated, 10%, until the limit in <i>item 13(b)</i></p> <p>Not Applicable If nothing stated, within 28 days after <i>date of acceptance of tender</i></p> <p>Not Applicable</p> <p style="text-align: right;">\$</p> <p>50% of amount held If nothing stated, 50% of amount held</p>

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14	<p><i>Principal's Security</i></p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum percentage of <i>contract sum</i> (clause 5)</p> <p>c) Time for provision (clause 5)</p> <p>d) <i>Principal's security upon certificate of practical completion is reduced by</i> (subclause 5.4)</p>	<p>Not Applicable</p> <p>Not Applicable If nothing stated, nil</p> <p>Not Applicable If nothing stated, within 28 days after <i>date of acceptance of tender</i></p> <p>Not Applicable % of amount held If nothing stated, 50% of amount held</p>														
15	<p><i>Principal-supplied documents</i> (subclause 8.2)</p>	<table border="1"> <thead> <tr> <th>Document</th> <th>No. of copies</th> </tr> </thead> <tbody> <tr> <td>1. As per Tender Documentation</td> <td>1</td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> <tr> <td>5.</td> <td></td> </tr> <tr> <td>6.</td> <td></td> </tr> </tbody> </table> <p>If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)</p>	Document	No. of copies	1. As per Tender Documentation	1	2.		3.		4.		5.		6.	
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1. As per Tender Documentation	1															
2.																
3.																
4.																
5.																
6.																
16	<p>Time for <i>Superintendent's direction</i> about documents (subclause 8.3)</p>	<p>14 days If nothing stated, 14 days</p>														
17	<p>Subcontract <i>work</i> requiring approval (subclause 9.2)</p>	<p>All subcontract work</p>														
18	<p>Novation (subclause 9.4)</p>	<table border="1"> <tbody> <tr> <td>Subcontractor Not Applicable</td> <td>Particular part of <i>WUC</i></td> </tr> <tr> <td><i>Selected subcontractor</i> Not Applicable</td> <td>Particular part of <i>WUC</i></td> </tr> </tbody> </table>	Subcontractor Not Applicable	Particular part of <i>WUC</i>	<i>Selected subcontractor</i> Not Applicable	Particular part of <i>WUC</i>										
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19	<p><i>Legislative requirements</i></p> <p>a) Those excepted (subclause 11.1)</p> <p>b) Identified <i>WUC</i> (subclause 11.2(a)(ii))</p>	All WUC
20	<p>Insurance of <i>the Works</i> (clause 16)</p> <p>a) Alternative applying</p> <p>If Alternative 1 applies</p> <p>b) Provision for demolition and removal of debris</p> <p>c) Provision for consultants' fees</p> <p>d) Value of materials or things to be supplied by the <i>Principal</i></p> <p>e) Additional amount or percentage</p>	<p>Alternative 1 If nothing stated, Alternative 1 applies</p> <p>OR</p> <p style="text-align: right;">\$0.00</p> <p style="text-align: center;">% of the <i>contract sum</i></p> <p>OR</p> <p style="text-align: right;">\$0.00</p> <p style="text-align: center;">% of the <i>contract sum</i></p> <p>OR</p> <p style="text-align: right;">\$0.00</p> <p>OR</p> <p style="text-align: right;">\$0.00</p> <p style="text-align: center;">% of the total of paragraphs (a) to (d) in clause 16</p>
21	<p>Public liability insurance (clause 17)</p> <p>a) Alternative applying</p> <p>If Alternative 1 applies</p> <p>b) Amount per occurrence shall be not less than</p>	<p>Alternative 1 If nothing stated, Alternative 1 applies</p> <p>\$10,000,000 (ten million dollars) If nothing stated, then not less than the <i>contract sum</i></p>
22	<p>Time for giving possession (subclause 24.1)</p>	<p>4th of January 2022</p> <p>If nothing stated, 14 days</p>
23	<p><i>Qualifying causes of delay</i></p>	None

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	Causes of delay for which <i>EOTs</i> will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	
24	Liquidated damages, rate (subclause 34.7)	\$1000 per day
25	Bonus for early <i>practical completion</i> (subclause 34.8) a) Rate b) Limit	Nil per day \$ per day \$ OR % of <i>contract sum</i> If nothing stated, there is no waiver
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	
27	<i>Defects liability period</i> (clause 35)	12 months If nothing stated, 12 months
28	Progress Claims (subclause 37.1) a) Times for progress claims OR b) Stages of <i>WUC</i> for progress claims	once each month for <i>WUC</i> done to the 25 th day of that month
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	Nil
30	Interest rate on overdue payments (subclause 37.5)	6% per annum If nothing stated, 18% per annum

