

# 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	Martin Buczak
6	<i>Superintendent's address</i>	953 South Coast highway Denmark 6333
7	a) <i>Date for practical completion</i> (clause 1)  OR  b) <i>Period of time for practical completion</i> (clause 1)	14 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 address</i>  If nothing stated, that of the jurisdiction where the <i>site</i> is located

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10	<p><b>Bills of quantities</b> (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><b>Contractor's security</b></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</i> upon <i>certificate of practical completion</i> is reduced by (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.	
Document	No. of copies															
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>Principal to supply lime sand subbase from the Shire's Lime Quarry. Contractor to extract, cart, and place.</p> <p><i>Refer to Attachment D – Lights Road Upgrade_Schedule of Rates, line item 5.1.</i></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>	14 <sup>th</sup> of November 2022.

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		<ul style="list-style-type: none"> <li>Please note: Contractor shut down: Christmas holidays 23<sup>rd</sup> December 2022 – 6th January 2023.</li> <li>Contractor re-take possession site: 9th January 2023.</li> </ul> <p>If nothing stated, 14 days</p>
23	<i>Qualifying causes of delay</i> Causes of delay for which <i>EOTs</i> 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	\$
		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	once each month for <i>WUC</i> done to the 25 <sup>th</sup> day of that month
	OR	
	b) Stages of <i>WUC</i> for progress claims	
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	Nil

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30	Interest rate on overdue payments (subclause 37.5)	6% per annum If nothing stated, 18% per annum
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- This section should only be completed if the *Contract* provides for *separable portions*.

## Separable Portions

- Complete a separate page for each *separable portion* which should be numbered appropriately. Any balance of *the Works* should also be a *separable portion*.

*Separable portion*  
(clause 1)

### Separable Portion 1 – Lights Road SLK 0.03 to 0.83

Description of *separable portion*

#### **Lights Road Reconstruction SLK 0.03 to SLK 0.83:**

The scope of works involves the following;

- Pavement and drain reconstruction
- Culvert and subsoil installation
- Sealing
- Kerbing installation
- Linemarking
- Signage
- Traffic Management

*Item*

7 a) *Date for practical completion*  
(clause 1)

OR

b) *Period of time for practical completion*(clause 1)

6 weeks from site possession  
.....

13 *Contractor's security*

a) *Form*  
(clause 5)

Retention

b) *Amount or maximum percentage value of this separable portion*  
(clause 5)

5%  
If nothing stated, 5% of value of this *separable portion*

c) *If retention moneys, percentage of each progress certificate applicable to this separable portion*  
(clause 5 and subclause 37.2)

10%  
If nothing stated, 10%, until the limit in *Item 13(b)*

d) *Time for provision (except for retention moneys)*  
(clause 5)

N/A  
If nothing stated, within 28 days after *date of acceptance of tender*

e) *Additional security for*

N/A.



unfixed plant and materials (subclauses 5.4 and 37.3)	.....\$ .....
f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	50% of amount held If nothing stated, 50% of amount held

## Separable portions Part A

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14	<i>Principal's security</i>	
a)	Form (clause 5)	n/a
b)	Amount or maximum percentage of value of this <i>separable portion</i> (clause 5)	n/a
c)	Time for provision (clause 5)	n/a 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 completion</i> is reduced by (subclause 5.4)	Not applicable If nothing stated, 50% of amount held
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                      \$0 per day
b)	Limit	nil                                      \$ .....OR .....% of value of <i>separable portion</i> If nothing stated, there is no waiver
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	Nil.

# Part A

- This section should only be completed if the *Contract* provides for *separable portions*.

## Separable Portions

- Complete a separate page for each *separable portion* which should be numbered appropriately. Any balance of *the Works* should also be a *separable portion*.

*Separable portion*  
(clause 1)

### Separable Portion 2 – Lights Road SLK 0.83 to 1.60

Description of *separable portion*

#### **Lights Road Reconstruction SLK 0.83 to SLK 1.60:**

The scope of works involves the following;

- Pavement and drain reconstruction
- Culvert and subsoil installation
- Sealing
- Kerbing installation
- Linemarking
- Signage
- Traffic Management

*Item*

7 a) *Date for practical completion*  
(clause 1)

OR

b) Period of time for  
*practical completion*(clause  
1)

6 weeks from site possession  
.....

13 *Contractor's security*

a) Form  
(clause  
5)

Retention

b) Amount or maximum  
percentage value of  
this *separable portion*  
(clause 5)

5%  
If nothing stated, 5% of value of this *separable portion*

c) If retention moneys,  
percentage of each *progress certificate* applicable to this  
*separable portion*  
(clause 5 and subclause 37.2)

10%  
If nothing stated, 10%, until the limit in *Item 13(b)*

d) Time for provision (except  
for retention moneys)  
(clause 5)

N/A  
If nothing stated, within 28 days after *date of acceptance of tender*

e) *Additional security* for

N/A.

	unfixed plant and materials (subclauses 5.4 and 37.3)	.....\$ .....
f)	<i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	50% of amount held If nothing stated, 50% of amount held

## Separable portions Part A

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14	<i>Principal's security</i>	
	a) Form (clause 5)	n/a
	b) Amount or maximum percentage of value of this <i>separable portion</i> (clause 5)	n/a If nothing stated, nil
	c) Time for provision (clause 5)	n/a 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 completion</i> is reduced by (subclause 5.4)	Not applicable If nothing stated, 50% of amount held
24	Liquidated damages, rate (subclause 34.7)	\$1000 per day
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	a) Rate	nil per day                      \$0 per day
	b) Limit	nil                                      \$ .....OR .....% of value of <i>separable portion</i> If nothing stated, there is no waiver
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	Nil.