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| 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

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| 1 | *Principal*(clause 1) XACN | Shire of Denmark |
| 2 | *Principal’s* address | 953 South Coast HighwayDenmark6333 |
| 3 | *Contractor*(clause 1) XACN | To be confirmed |
| 4 | *Contractor’s* address | To be confirmed |
| 5 | *Superintendent*(clause 1) XACN | Damian Schwarzbach |
| 6 | *Superintendent’s* address | 953 South Coast HighwayDenmark6333 |
| 7 | 1. *Date for practical completion*

(clause 1) XOR1. Period of time for *practical completion*

(clause 1) X | 77 days |
| 8 | Governing law(page 5, clause 1(h))X | Western AustraliaIf nothing stated, that of the jurisdiction where the *site* is located X |
| 9 | 1. Currency

(page 5, clause 1(g))X1. Place for payments

(page 5, clause 1(g))X1. Place of business of bank

(page 3, clause 1(d))X | Australian DollarIf nothing stated, that of the jurisdiction where the *site* is located XIf nothing stated, the *Principal’s* address XIf nothing stated, that of the jurisdiction where the *site* is located X |

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| 10 | *Bills of quantities*(subclause 2.2) X1. Alternative applying

(subclause 2.2) X1. If Alternative 2 applies,

is the bill of quantitiesto be priced?(subclause 2.2) X1. Lodgement time

(subclause 2.3(b)) X | Alternative 2If nothing stated, Alternative 1 applies XNo (delete one)If neither deleted, the *bill of quantities* shall not be priced XTender submissionIf nothing stated, 28 days after *date of acceptance of tender*  |
| 11 | Quantities in *schedule of rates,*Limits of accuracy(subclause 2.5(b)) X | Upper Limit: Not ApplicableLower Limit: Not Applicable |
| 12 | *Provisional sum,*Percentage for profit and attendance (clause 3) | 10% |
| 13 | *Contractor’s security*1. Form

(clause 5) X1. Amount or maximum

percentage of *contract sum*(clause 5) X1. If retention moneys, percentage of each *progress certificate*

(clause 5 and subclause 37.2) X1. Time for provision (except for retention moneys)

(clause 5) X1. Additional *security* for unfixed plant and materials

(subclauses 5.4 and 37.3) X1. *Contractor’s security* upon *certificate of practical completion* is reduced by

(subclause 5.4) X | Retention5%If nothing stated, 5% of the *contract sum* X10%If nothing stated, 10%, until the limit in *item* 13(b) XNot ApplicableIf nothing stated, within 28 days after *date of acceptance of tender* XNot Applicable $50% of amount heldIf nothing stated, 50% of amount held X |

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| 14 | *Principal’s Security*1. Form

(clause 5) X1. Amount or maximum

percentage of *contract sum*(clause 5) XX1. Time for provision

(clause 5) XX1. *Principal’s security* upon *certificate of practical completion* is reduced by

(subclause 5.4) | Not ApplicableNot ApplicableIf nothing stated, nil XNot ApplicableIf nothing stated, within 28 days after *date of acceptance of tender* XNot Applicable % of amount heldIf nothing stated, 50% of amount held X |
| 15 | *Principal*-supplieddocuments(subclause 8.2) X |  Document No. of copies X1. As per Tender Documentation 12. 3. 4. 5. 6. If nothing stated, 5 copies of the drawings, specification, *bill of quantities* or *schedule of rates* (if any) X |
| 16 | Time for *Superintendent’s direction* about documents(subclause 8.3) X | 14 daysIf nothing stated, 14 days X |
| 17 | Subcontract *work* requiring approval(subclause 9.2) X | All subcontract work |
| 18 | Novation(subclause 9.4) X | Subcontractor Particular part of *WUC* XNot Applicable*Selected subcontractor* Particular part of *WUC* XNot Applicable |

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| 19 | *Legislative requirements*1. Those excepted

(subclause 11.1) X1. Identified *WUC*

(subclause 11.2(a)(ii)) X | All WUC |
| 20 | Insurance of *the Works*(clause 16) X1. Alternative applying

If Alternative 1 applies 1. Provision for demolition and

removal of debris1. Provision for consultants’ fees
2. Value of materials or things to be supplied by the *Principal*
3. Additional amount or percentage
 | Alternative 1If nothing stated, Alternative 1 applies X $0.00OR % of the *contract sum* $0.00 OR % of the *contract sum* $0.00 $0.00OR % of the total of paragraphs (a) to (d) in clause 16 |
| 21 | Public liability insurance(clause 17) X1. Alternative applying

If Alternative 1 applies 1. Amount per occurrence shall be not less than
 | Alternative 1If nothing stated, Alternative 1 applies X$10,000,000 (ten million dollars) If nothing stated, then not less than the *contract sum* X |
| 22 | Time for giving possession(subclause 24.1) X | 2 November 2020.* Please note: Contractor shut down: Leave safe site for Public Use 21 December 2020 – 1 February 2021.
* Contractor take possession site: 1 February 2021.

If nothing stated, 14 days X |

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| 23 | *Qualifying causes of delay*Causes of delay for which *EOTs* will not be granted(page 3, paragraph (b)(iii) of Xclause 1 and subclause 34.3) X | None |
| 24 | Liquidated damages, rate(subclause 34.7) X | $1000 per day |
| 25 | Bonus for early *practical completion*(subclause 34.8) X1. Rate
2. Limit
 |  Nil per day $ per day $ OR % of *contract sum*If nothing stated, there is no waiver X |
| 26 | Delay damages,other *compensable causes*(page 1, clause 1 and subclause 34.9) X |  |
| 27 | *Defects liability period*(clause 35) X | 12 monthsIf nothing stated, 12 months X |
| 28 | Progress Claims(subclause 37.1) X1. Times for progress claims

OR1. Stages of *WUC* for progress claims
 | once each month for *WUC* done to the 25th day of that month |
| 29 | Unfixed plant and materials for which payment claims may be made(subclause 37.3) X | Nil |
| 30 | Interest rate on overdue payments(subclause 37.5) X | 6% per annumIf nothing stated, 18% per annum X |

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| 31 | Time for *Principal* to rectify inadequate possession(subclause 39.7) X | 14 daysIf nothing stated, 14 days X |
| 32 | Arbitration(subclause 42.3) X1. Person to nominate an arbitrator
2. Rules for arbitration
3. Appointing Authority under UNCITRAL Arbitration Rules
 | If no-one stated, the President of the Institute of XArbitrators & Mediators Australia XIf nothing stated: X1. Rules 5-18 of the Rules of The Institute of Arbitrators, Australia X

for the Conduct of Commercial Arbitrations; XOR1. If one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is X excised in, different countries as between the parties, the UNCITRAL X Arbitration Rules shall apply and the appointing authority shall be the X person provided in *Item* 32(c) X

If no-one stated, the President of the Institute of XArbitrators & Mediators Australia X |