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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) X  ACN | Shire of Denmark |
| 2 | *Principal’s* address | 953 South Coast Highway  Denmark  6333 |
| 3 | *Contractor*  (clause 1) X  ACN | To be confirmed |
| 4 | *Contractor’s* address | To be confirmed |
| 5 | *Superintendent*  (clause 1) X  ACN | Damian Schwarzbach |
| 6 | *Superintendent’s* address | 953 South Coast Highway  Denmark  6333 |
| 7 | 1. *Date for practical completion*   (clause 1) X  OR   1. Period of time for *practical completion*   (clause 1) X | 77 days |
| 8 | Governing law  (page 5, clause 1(h))X | Western Australia  If nothing stated, that of the jurisdiction where the *site* is located X |
| 9 | 1. Currency   (page 5, clause 1(g))X   1. Place for payments   (page 5, clause 1(g))X   1. Place of business of bank   (page 3, clause 1(d))X | Australian Dollar  If nothing stated, that of the jurisdiction where the *site* is located X  If nothing stated, the *Principal’s* address X  If nothing stated, that of the jurisdiction where the *site* is located X |

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| 10 | *Bills of quantities*  (subclause 2.2) X   1. Alternative applying   (subclause 2.2) X   1. If Alternative 2 applies,   is the bill of quantities  to be priced?  (subclause 2.2) X   1. Lodgement time   (subclause 2.3(b)) X | Alternative 2  If nothing stated, Alternative 1 applies X  No (delete one)  If neither deleted, the *bill of quantities* shall not be priced X  Tender submission  If 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 Applicable  Lower Limit: Not Applicable |
| 12 | *Provisional sum,*  Percentage for profit and attendance (clause 3) | 10% |
| 13 | *Contractor’s security*   1. Form   (clause 5) X   1. Amount or maximum   percentage of *contract sum*  (clause 5) X   1. If retention moneys, percentage of each *progress certificate*   (clause 5 and subclause 37.2) X   1. Time for provision (except for retention moneys)   (clause 5) X   1. Additional *security* for unfixed plant and materials   (subclauses 5.4 and 37.3) X   1. *Contractor’s security* upon *certificate of practical completion* is reduced by   (subclause 5.4) X | Retention  5%  If nothing stated, 5% of the *contract sum* X  10%  If nothing stated, 10%, until the limit in *item* 13(b) X  Not Applicable  If nothing stated, within 28 days after *date of acceptance of tender* X  Not Applicable  $  50% of amount held  If nothing stated, 50% of amount held X |

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| 14 | *Principal’s Security*   1. Form   (clause 5) X   1. Amount or maximum   percentage of *contract sum*  (clause 5) XX   1. Time for provision   (clause 5) XX   1. *Principal’s security* upon *certificate of practical completion* is reduced by   (subclause 5.4) | Not Applicable  Not Applicable  If nothing stated, nil X  Not Applicable  If nothing stated, within 28 days after *date of acceptance of tender* X  Not Applicable % of amount held  If nothing stated, 50% of amount held X |
| 15 | *Principal*-supplied  documents  (subclause 8.2) X | Document No. of copies X  1. As per Tender Documentation 1  2.  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 days  If 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* X  Not Applicable  *Selected subcontractor* Particular part of *WUC* X  Not Applicable |

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| 19 | *Legislative requirements*   1. Those excepted   (subclause 11.1) X   1. Identified *WUC*   (subclause 11.2(a)(ii)) X | All WUC |
| 20 | Insurance of *the Works*  (clause 16) X   1. Alternative applying   If Alternative 1 applies   1. Provision for demolition and   removal of debris   1. Provision for consultants’ fees 2. Value of materials or things to be supplied by the *Principal* 3. Additional amount or percentage | Alternative 1  If nothing stated, Alternative 1 applies X  $0.00  OR  % of the *contract sum*  $0.00    OR  % of the *contract sum*  $0.00  $0.00  OR  % of the total of paragraphs (a) to (d) in clause 16 |
| 21 | Public liability insurance  (clause 17) X   1. Alternative applying   If Alternative 1 applies   1. Amount per occurrence shall be not less than | Alternative 1  If 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 X  clause 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) X   1. 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 months  If nothing stated, 12 months X |
| 28 | Progress Claims  (subclause 37.1) X   1. Times for progress claims   OR   1. 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 annum  If nothing stated, 18% per annum X |

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| 31 | Time for *Principal* to rectify inadequate possession  (subclause 39.7) X | 14 days  If nothing stated, 14 days X |
| 32 | Arbitration  (subclause 42.3) X   1. 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 X  Arbitrators & Mediators Australia X  If nothing stated: X   1. Rules 5-18 of the Rules of The Institute of Arbitrators, Australia X   for the Conduct of Commercial Arbitrations; X  OR   1. 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 X  Arbitrators & Mediators Australia X |