

# 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 WA 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 WA 6333
7	a) <i>Date for practical completion</i> (clause 1)  OR  b) <i>Period of time for practical completion</i> (clause 1)	See Separable Portion Schedules
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
10	<i>Bills of quantities</i> (subclause 2.2)	

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	<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: None applied</p> <p>Lower Limit: 10,000 tonnes</p>
12	<p><i>Provisional sum</i>, Percentage for profit and attendance (clause 3)</p>	
13	<p><i>Contractor'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) 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>See Separable Portion Schedules</p>
14	<p><i>Principal's Security</i></p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum</p>	<p>See Separable Portion Schedules</p>

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	<p>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>															
15	<p><i>Principal-supplied documents</i> (subclause 8.2)</p>	<table border="0"> <thead> <tr> <th style="text-align: left;">Document</th> <th style="text-align: left;">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, 1 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="0"> <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>										
Subcontractor Not Applicable	Particular part of <i>WUC</i>															
<i>Selected subcontractor</i> Not Applicable	Particular part of <i>WUC</i>															
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>	<p>All <i>WUC</i></p>														
20	<p>Insurance of <i>the Works</i> (clause 16)</p> <p>a) Alternative applying</p> <p>If Alternative 1 applies</p>	<p>Alternative 1 If nothing stated, Alternative 1 applies</p>														

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	<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>OR</p> <p style="padding-left: 40px;">% of the <i>contract sum</i></p> <p>OR</p> <p style="padding-left: 40px;">% of the <i>contract sum</i></p> <p>OR</p> <p style="padding-left: 40px;">% of the total of paragraphs (a) to (d) in clause 16</p>	<p>\$0.00</p> <p>\$0.00</p> <p>\$0.00</p> <p>\$0.00</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</p> <p>If nothing stated, Alternative 1 applies</p> <p>\$20,000,000 (twenty million dollars)</p> <p>If nothing stated, then not less than the <i>contract sum</i></p>	
22	<p>Time for giving possession (subclause 24.1)</p>	<p>1st of November 2021</p> <p>If nothing stated, 14 days</p>	
23	<p><i>Qualifying causes of delay</i></p> <p>Causes of delay for which <b>EOTs will not be granted</b></p> <p>(page 3, paragraph (b)(iii) of Clause 1 and subclause 34.3)</p>	<p>Inclement weather during the course of the contract</p>	
24	<p>Liquidated damages, rate (subclause 34.7)</p>	<p>See Separable Portion Schedules</p>	
25	<p>Bonus for early <i>practical completion</i> (subclause 34.8)</p> <p>a) Rate</p> <p>b) Limit</p>	<p>See Separable Portion Schedules</p>	
26	<p>Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)</p>	<p>See Separable Portion Schedules</p>	

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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	30 <sup>th</sup> day of the 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)	5% per annum If nothing stated, 18% per annum
31	Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7)	28 days If nothing stated, 14 days
32	Arbitration (subclause 42.3)  a) Person to nominate an arbitrator  b) Rules for arbitration  c) Appointing Authority under UNCITRAL Arbitration Rules	If no-one stated, the President of the Institute of Arbitrators & Mediators Australia  If nothing stated:  a) Rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations; OR b) If one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is excised in, different countries as between the parties, the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in <i>Item</i> 32(c)  If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

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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 - 2021/22.

Description of *separable portion*

Extraction, crushing and screening of lime sand to start after **01<sup>st</sup> November 2021 and must be completed by 30<sup>th</sup> March 2022.**  
Out-loading of trucks with agricultural lime sand **to start after 26<sup>th</sup> January 2022 and must be completed before Good Friday 15<sup>th</sup> April 2022.**

(clause 1)

*Item*

7	a) <i>Date for practical completion</i> (clause 1)	15 <sup>th</sup> April 2022
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	.....
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	nil.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	nil If nothing stated, 5% of value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	0% If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	nil If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	nil. .....\$ .....
	f) <i>Contractor's security upon certificate of practical completion is reduced by</i> (subclause 5.4)	0% of amount held If nothing stated, 50% of amount held

14	<i>Principal's security</i>	<p>a) Form (clause 5) nil.</p> <p>b) Amount or maximum percentage of value of this <i>separable portion</i> (clause 5) nil If nothing stated, nil</p> <p>c) Time for provision (clause 5) nil. If nothing stated, within 28 days after <i>date of acceptance of tender</i></p> <p>d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4) 0.% of amount held If nothing stated, 50% of amount held</p>
24	Liquidated damages, rate (subclause 34.7)	Four thousand dollars per day \$4,000 per day
25	Bonus for early <i>practical completion</i> (subclause 34.8)	<p>a) Rate nil per day \$0per day</p> <p>b) Limit nil \$ .....</p> <p>OR</p> <p>.....% of value of <i>separable portion</i> If nothing stated, there is no waiver</p>
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	Nil.

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## 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 - 2022/23.**

Description of *separable portion*

Extraction, crushing and screening of lime sand to start after **01<sup>st</sup> November 2022 and must be completed by 30<sup>th</sup> March 2023.**  
Out-loading of trucks with agricultural lime sand to start after **26<sup>th</sup> January 2023 and must be completed before Good Friday 7<sup>th</sup> April 2023.**

(clause 1)

*Item*

7	a) <i>Date for practical completion</i> (clause 1)	<b>7<sup>th</sup> April 2023</b>
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	.....
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	nil.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	nil If nothing stated, 5% of value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	0% If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	nil If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	nil. .....\$ .....
	f) <i>Contractor's security upon certificate of practical completion is reduced by</i> (subclause 5.4)	0% of amount held If nothing stated, 50% of amount held



14	<i>Principal's security</i>	<p>a) Form (clause 5) nil.</p> <p>b) Amount or maximum percentage of value of this <i>separable portion</i> (clause 5) nil If nothing stated, nil</p> <p>c) Time for provision (clause 5) nil. If nothing stated, within 28 days after <i>date of acceptance of tender</i></p> <p>d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4) 0.% of amount held If nothing stated, 50% of amount held</p>
24	Liquidated damages, rate (subclause 34.7)	Four thousand dollars per day \$4,000 per day
25	Bonus for early <i>practical completion</i> (subclause 34.8)	<p>a) Rate nil per day \$0per day</p> <p>b) Limit nil \$ .....</p> <p>OR</p> <p>.....% of value of <i>separable portion</i> If nothing stated, there is no waiver</p>
26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	Nil.

# Part A

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## 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 3 - 2023/24.**

Description of *separable portion*

Extraction, crushing and screening of lime sand to start after **01<sup>st</sup> November 2023** and **must be completed by 30<sup>th</sup> March 2024**.  
Out-loading of trucks with agricultural lime sand to start after **26<sup>th</sup> January 2024** and **must be completed before Good Friday 29<sup>th</sup> March 2024**.

(clause 1)

*Item*

7	a) <i>Date for practical completion</i> (clause 1)	29 <sup>th</sup> March 2024
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	.....
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	nil.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	nil If nothing stated, 5% of value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	0% If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	nil If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	nil. .....\$ .....
	f) <i>Contractor's security upon certificate of practical completion is reduced by</i> (subclause 5.4)	0% of amount held If nothing stated, 50% of amount held

- 14 *Principal's security*
  - a) Form (clause 5) nil.
  - b) Amount or maximum percentage of value of this *separable portion* (clause 5) nil  
If nothing stated, nil
  - c) Time for provision (clause 5) nil.  
If nothing stated, within 28 days after *date of acceptance of tender*
  - d) *Principal's security* upon *certificate of practical completion* is reduced by (subclause 5.4) 0.% of amount held  
If nothing stated, 50% of amount held
  
- 24 Liquidated damages, rate (subclause 34.7) Four thousand dollars per day \$4,000 per day
  
- 25 Bonus for early *practical completion* (subclause 34.8)
  - a) Rate nil per day \$0per day
  
  - b) Limit nil \$ .....OR  
.....% of value of *separable portion*  
If nothing stated, there is no waiver
  
- 26 Delay damages, other *compensable causes* (page 1, clause 1 and subclause 34.9) Nil.

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## 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 4 - 2024/25.**

Description of *separable portion*

Extraction, crushing and screening of lime sand to start after **01<sup>st</sup> November 2024 and must be completed by 30<sup>th</sup> March 2025.**  
Out-loading of trucks with agricultural lime sand **to start after 26<sup>th</sup> January 2025 and must be completed before Good Friday 18<sup>th</sup> April 2025.**

(clause 1)

*Item*

7	a) <i>Date for practical completion</i> (clause 1)	18 <sup>th</sup> April 2025
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	.....
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	nil.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	nil If nothing stated, 5% of value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	0% If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	nil If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	nil. .....\$ .....
	f) <i>Contractor's security upon certificate of practical completion is reduced by</i> (subclause 5.4)	0% of amount held If nothing stated, 50% of amount held

14	<i>Principal's security</i>		
	a) Form (clause 5)	nil.	
	b) Amount or maximum percentage of value of this <i>separable portion</i> (clause 5)	nil If nothing stated, nil	
	c) Time for provision (clause 5)	nil. 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)	0.% of amount held If nothing stated, 50% of amount held	
24	Liquidated damages, rate (subclause 34.7)	Four thousand dollars per day	\$4,000 per day
25	<i>Bonus for early practical completion</i> (subclause 34.8)		
	a) Rate	nil per day	\$0per 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.	

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## 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 5 - 2025/26.

Description of *separable portion*

Extraction, crushing and screening of lime sand to start after **01<sup>st</sup> November 2025 and must be completed by 30<sup>th</sup> March 2026.**  
Out-loading of trucks with agricultural lime sand **to start after 26<sup>th</sup> January 2026 and must be completed before Good Friday 3rd April 2026.**

(clause 1)

*Item*

7	a) <i>Date for practical completion</i> (clause 1)	<b>3<sup>rd</sup> April 2026</b>
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	.....
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	nil.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	nil If nothing stated, 5% of value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	0% If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	nil If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	nil. .....\$ .....
	f) <i>Contractor's security upon certificate of practical completion is reduced by</i> (subclause 5.4)	0% of amount held If nothing stated, 50% of amount held

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14	<i>Principal's security</i>	
a)	Form (clause 5)	nil.
b)	Amount or maximum percentage of value of this <i>separable portion</i> (clause 5)	nil If nothing stated, nil
c)	Time for provision (clause 5)	nil. 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)	0. % of amount held If nothing stated, 50% of amount held
24	Liquidated damages, rate (subclause 34.7)	Four thousand dollars per day    \$4,000 per day
25	Bonus for early <i>practical completion</i> (subclause 34.8)	
a)	Rate	n i l per day                              \$0per 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.