

**CONTRACT J 01/2016****ANNEXURE TO THE AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT (AS 2124-1992)****PART A**

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This Annexure shall be issued as part of the tender documents, attached to the General Conditions of Contract, and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: QUEENSLAND  
(Clause 1)

Payments under the Contract shall be made at: CAIRNS  
(Clause 1)

The Principal: MORNINGTON ISLAND SHIRE COUNCIL  
(Clause 2)

The address of the Principal: C/- AECOM AUSTRALIA PTY LTD  
PO BOX 5971 / LEVEL 3 – 120 BUNDA STREET  
CAIRNS QLD 4870

The Superintendent: AECOM AUSTRALIA PTY LTD  
(Clause 2) ABN 20 093 846 925

The address of the Superintendent: PO BOX 5971 / LEVEL 3 – 120 BUNDA STREET  
CAIRNS QLD 4870

Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: +/- 20%  
(Clause 3.3(b))

Bill of Quantities – the alternative applying: N/A  
(Clause 4.1)

The time for lodgement of the priced copy of the Bill of Quantities: N/A  
(Clause 4.2)

The percentage to which the entitlement to security and retention moneys is reduced: RETENTION: 100%  
(Clause 5.7)

Interest on retention moneys and security – the alternative applying: ALTERNATIVE 2  
(Clause 5.9)

The number of copies to be supplied by the Principal: TWO COPIES  
(Clause 8.3)

The number of copies to be supplied by the Contractor: TWO COPIES  
(Clause 8.4)

The time within which the Superintendent must give a direction as to the suitability and return the Contractors copies: 14 DAYS  
(Clause 8.4)

Work which cannot be subcontracted without approval: WHOLE OF WORKS  
(Clause 9.2)

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| The percentage for profit and attendance:<br>(Clause 11(b))   | <u>10%</u>   |
| The amount or percentage for profit and attendance:<br>(Clause 11(c))   | <u>10%</u>   |
| Insurance of the Works – the alternative applying:<br>(Clause 18)   | <u>ALTERNATIVE 1</u>   |
| The assessment for insurance purposes of the costs of<br>demolition and removal of debris:<br>(Clause 18(ii))   | <u>2.5% of the Contract Sum</u>  |
| The assessment for insurance purposes of consultants<br>fees:<br>(Clause 18(iii))   | <u>5% of the Contract Sum</u>  |
| The value of materials to be supplied by the Principal:<br>(Clause 18(iv))  | <u>NIL</u>   |
| The additional amount or percentage:<br>(Clause 18(v))  | <u>10%</u>   |
| Public Liability Insurance – the alternative applying:<br>(Clause 19)   | <u>ALTERNATIVE 1</u>   |
| The amount of Public Liability Insurance shall not be less<br>than:<br>(Clause 19)  | <u>\$10,000,000</u>  |
| The time for giving possession of the Site:<br>(Clause 27.1)  | <u>REFER TO CLAUSE 20 OF THE JOB<br/>SPECIFICATION – NON TECHNICAL</u> |
| The Date for Practical Completion<br>(Clause 35.2)  | <u>84 CALENDAR DAYS FROM LETTER OF<br/>ACCEPTANCE</u>                  |
| The Charge for overheads, profits, etc for Daywork:<br>(Clause 41(f))   | <u>10%</u>   |
| Times for Payment Claims:<br>(Clause 42.1)  | <u>EACH CALENDAR MONTH</u>   |
| Unfixed plant and materials for which payment claims<br>may be made notwithstanding that they are not<br>incorporated in the Works:<br>(Clause 42.1 (ii)) | <u>NIL</u>   |
| Retention Moneys on:<br>(Clause 42.3)   | <u>10% of the value until</u><br><u>5% of the Contract Sum is held</u> |
| (a) work incorporated in the Works and any work or<br>items for which a different amount of retention is not<br>provided:                                 |  |
| (b) items on Site but not yet incorporated into the<br>Works:   | <u>N/A</u>   |

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| (c) items off Site but in Australia:  | <u>N/A</u>  |
| (d) items not in Australia:   | <u>N/A</u>  |
| (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transportation in respect of the works under the Contract: | <u>N/A</u>  |
| Unfixed plant or materials – the alternative applying: (Clause 42.4)  | <u>ALTERNATIVE 1</u>  |
| The rate of interest on overdue payments: (Clause 42.9)   | <u>7.5% PER ANNUM</u>   |
| The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)   | <u>THREE MONTHS</u>   |
| The alternative required in proceeding with dispute resolution: (Clause 47.2)   | <u>ALTERNATIVE 2</u>  |
| The person to nominate an arbitrator: (Clause 47.3)   | <u>CHAIRPERSON, QUEENSLAND CHAPTER<br/>INSTITUTE OF ARBITRATORS</u> |
| Location of arbitration: (Clause 47.3)  | <u>QUEENSLAND</u>   |