

Contract Departures to Standard BMD Subcontract/Consultancy Agreement

Project Name:	BRISBANE METRO-TRIP FAC PHASE2	Subcontractor:	Fencepac 42488019
BMD Negotiator	Madeline Walkington	Subcontract Negotiator	Sonya Chedumbrum

Clause	Issue / Description raised	Action / Date	BMD Response & Date	Contractor Response & Date	Final Decision / Agreed By / Date
Appendix 1. Item 5.	Subcontractor's Contact Details: Change email address to toby@fencepac.com.au General Manager Add: Contracts@fencepac.com.au Add: tegan@fencepac.com.au – Safety Officer Tegan Raggatt Change address to: 541 Maroochydore Road, Kunda Park 4556	7/11/2022	Amended 7/11/2022		Closed out 7/11/2022
Appendix 1. Item 6.	Subcontractor's Representative Change to Toby Lamond	7/11/2022	Amended 7/11/2022		Closed out 7/11/2022
Appendix 1. Item 12.	Date for Commencement 30/09/2022 - 12/01/2023 as per the program Fencepac Commercial will work in line with the construction program provided. No allowance for out of sequence works.	7/11/2022	Date for commencement refers to the Letter of Award issued to commence procurement / fabrication of elements. Note the Date for completion is in line with the program.	Agreed	Closed out 18/11/2022
Appendix 1. Item 14.	Excusable Delays: Wet Weather Include: Industrial Disputes and Force Majeure.		Accepted and amended 18/11/2022 "Excusable Delays: Wet Weather, Industrial Disputes and Force Majeure."		Closed out 18/11/2022

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Appendix 1. Item 27.	Rate of Liquidated Damages: \$5000.00 per calendar day. \$200 per day capped at 5% of contract value.	7/11/2022	Revised to \$500 per calendar day capped at 5% of contract value.	Agreed	Closed out 18/11/2022
Appendix 1. Item 29.	Period in which the Contractor will pay amounts owing to the Subcontractor pursuant to a Payment Schedule Request to be 30 Calendar days from end of month.	7/11/2022	Amended to 45 days EOM (this is Fencepac's current approved payment terms).	Agreed	Closed out 18/11/2022
Appendix 1. Item 30.	Unfixed Plant and Materials for which the Contractor will pay the Subcontractor. Due to the current economic climate – the pricing and availability of materials is valid for 30 days from the date of submission of this tender. We are experiencing wide spread increases in material pricing and difficulty in availability of some materials. Fencepac Commercial requests payment for unfixed materials to help alleviate this issue. 30% Deposit to secure procurement.	18/11/2022	Deposit for materials already paid	Agreed	Closed out 18/11/2022
Appendix 1. Item 36.	Public Liability Insurance - \$20,000,000.00	7/11/2022	Amended 7/11/2022		Closed out 7/11/2022
Appendix 1. Item 43	Subcontractor is required to maintain asbestos insurance. Not applicable.	7/11/2022	Amended 7/11/2022		Closed out 7/11/2022
Appendix 1. Item 44	The amount of asbestos insurance must not be less than (\$20,000,000.00) Not applicable. Request for removal. Relevant Insurances provided.	7/11/2022	Amended 7/11/2022		Closed out 7/11/2022

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Appendix 1. Item 47.	DLP – Certificate of completion to be issued at Fencepac Commercial Practical Completion not under the main contract. Letter of completion / sign off to be provided by BMD at PC.	18/11/2022	Amended 18/11/2022 “12 calendar months after the date of issue of the Certificate of Practical Completion. Letter of completion to be provided by BMD at Practical Completion.”		Closed out 18/11/2022
GC 2. Definitions	For completion, the site has been left clean and tidy and all rubbish and excess material has been removed: BMD to provide skips or advise of stockpile areas. No allowance for offsite dumping.	7/11/2022	Amended 7/11/2022		Closed out 7/11/2022
	7.1 (b) – NA. Design by BMD.	7/11/2022	Unchanged. Fencepac are providing design and certification of the pedestrian and automatic sliding gate.	Agreed	Closed out 18/11/2022
Appendix 3 Item 5.	5.1 Daily Work Record Request to use DropBox or Sharepoint Public.	7/11/2022	Amended - “The Subcontractor shall submit Daily Work Records for any works outside the contract scope in a form agreed with the Contractor prior to commencement of works.” DropBox or Sharepoint Public is approved for submission of daily works records providing an e-mail/notification is provided to BMD to advise of records being updated.		Closed out 7/11/2022
	6.2 (a) Lucidity – Fencepac does not have a Lucidity Account. No allowance has been made. 6.2 (C) For each of its personnel undertaking physical work, a Functional Capacity Assessment is undertaken, ... No allowance for Functional Capacity Assessment. 6.2 (f) Busway Induction – No allowance has been made.	18/11/2022	Removed the requirement for a Functional Capacity Assessment and Busway induction (not required for works at Dutton Park). Lucidity requirements remain. This is <1hr admin and remains active for all Acciona projects.	Agreed	Closed out 18/11/2022

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	15. Quality Management Requesting defined Lots for Quality Assurance Submission. Fencepac requests the continuity in using Sharepoint Public for Quality Assurance and Control.	18/11/2022	18/11/2022 Accepted. No issues with the way Fencepac proposes to close out and provide quality documents		Closed out 18/11/2022
Appendix 6.	Provisional sum for painting has not been included. If required – priced on application.	18/11/2022	18/11/2022 Included submitted price for Blast and painting of Dulux 3 Coats System to all posts		Closed out 18/11/2022
Exclusions	No allowance for delays caused by: Force Majeure, Inclement Weather, Virus Outbreaks, Rain delays, industrial relations disputes / stand down, hard rock, underground water, contaminated soil such as asbestos, cultural heritage findings, programming issues outside of Fencepac's control.	18/11/2022	18/11/2022 Added section 5	Agreed	Closed out 18/11/2022

