

**Sunshine Coast University Hospital  
Retail Tenancy Fitout**

**New Mech Elec and AC Control Installation**

**QUOTE NUMBER: CWQ-14**

*Prepared for*  
**Shop Steel**

**Revision B – 25<sup>th</sup> November 2016**

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25<sup>th</sup> November 2016

Guy Hanby  
Project Manager - HVAC

Shop Steel  
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Virginia Qld 4014

Phone: 07 3865 5055  
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Email: guy@shopsteel.com.au

Dear Mr Hanby,

**Re: Sunshine Coast University Hospital - Retail Tenancy Fitout**

Thank you for this opportunity to provide our proposal to install Mech Elect Wiring, Control Wiring with Controllers and commission of the works at the above site.

**Scope of Works**

As specification and drawings

**Equipment**

The proposal incorporates Clipsal and Hagar switchgear, Distech BACnet controllers and Siemens Flow meters

**Documentation:**

**Project:** 7343

**Specification:** Drawing 7343-M200 Retail Tenancies Specification and Schedules

**Drawings:**

7343-M101 Rev A Ground Level Retail Mechanical Services Layout  
7343-M102 Rev A Mechanical Services Layout  
7343-M200 Retail Tenancies Specification and Schedules

## Pricing

Our price for the project is as follows:

Item	Scope of Work	Price (ex GST)
<b>Total</b>	Mech Elect Install, Control Install, Controllers and Commission	<b>\$62,199.50</b>
	<b>Breakdown</b>	
	Controllers and control install	<b>\$28,499.50</b>
	Mech Elect Install	<b>\$33,700.00</b>

I look forward to discussing this proposal in more detail with you in the near future. Should you have any questions or require additional information please do not hesitate to contact me.

Yours sincerely

Michael Sargent  
**Branch Manager**  
0412 063 566

## **TECHNICAL COMPLIANCE AND QUALIFICATIONS**

### **Price Specific Inclusions**

#### **Inclusions Install Controls and Mech Electrical;**

1. Cabling to five (5) FCU includes CB, Isolator and cable
2. Cabling to five (5) Smart VUE control stations
3. Cabling to Five (5) KEF includes CB, Isolator and cable
4. Cabling to Five (5) KEF Control stations
5. Install five (5) FCU Controllers in enclosures
6. Supply of five (5) KEF Control stations
7. Supply and install five (5) Current transducers for Fan run status
8. Supply and install five (5) air flow switches for dirty filter indication for Fan run status
9. Supply and install five (5) Supply Air Temp Detectors
10. Supply and cabling to five (5) Chilled Water Valves
11. Supply and install five (5) Outside Air Damper Actuators
12. Supply and cabling to five (5) Space sensor with display for on off and set point adjustments
13. Provide five (5) Run status Volt free relay to BMS per FCU
14. Supply and power cabling to five (5) Chilled Water Flow Meters for BMS
15. Supply and configuring of five (5) Pulse Cards for flow meters
16. Install Flow meter cables to terminals in FCU control Panel
17. Programming of Supplied controllers
18. Commissioning of supplied controllers
19. Supply of Connection Wiring Diagrams
20. Supply Tech Data for Site Manuals
21. 12 Months Hardware Warranty for supplied equipment

## **General Exclusions**

No allowance has been made for the supply or installation of the following:

1. Base building BMS Works
2. MSB or MSSB Supply
3. Feed from MSB to MSSB in each tenancy
4. Supply or install Power meters
5. BACnet network Stand alone controls only
6. Supply or installation of fire or smoke damper actuators
7. Installation of any fire cabling
8. No supply or install of wall sensors as internal to control panel allowed in this option
9. No controllers included (all mechanical interlocks)
10. Supply of hardware not listed in inclusions
11. Supply of any BMS works or energy reports
12. Supply of any Computer or laptops
13. Supply or installation of Auto Off Manual Switches for AC Units (Ventilation Fans Only)
14. For NEBB Commissioning
15. For Air or Water balance
16. Cost associated with disabling of fire alarm during an testing
17. Supply or installation of Electrical power Meters
18. Supply or installation of proprietary hardware required for HLI to VRF System
19. Supply of NRD (non-return damper) or Supply of fire damper actuators
20. Chasing or Core Hole Drilling
21. Lifting Equipment
22. NABERS or Green Star Compliance

## **Qualifications**

1. All work installed in PVC
2. Flow meter sizes to be confirmed prior to order placement
3. Delivery on parts will be 2 weeks (please note the Christmas period can effect this delivery time)

#### 4. **COMMERCIAL CONDITIONS**

1. The price is valid for a period of sixty days from the date on the covering letter.
2. The price is based on current tax rates at the time of tender. Any increases in tax rates, Goods and Services Tax (GST) or any similar tax be introduces/amended by the Commonwealth of Australia or any State Governments, would require the tender price to be amended accordingly.
3. The price has been based on the necessary site works (except the nominated two levels and car park) being completed during normal business hours (7.30am – 5.00pm). If these works are required to be completed outside of these hours, additional charges will apply.
4. The price does not make an allowance for costs associated with the mounting or plumbing of airflow tubing (copper), water sensor wells, water flow switch wells, or control valves.
5. An order to site delivery lead-time of four – six weeks may apply to some items of equipment. Controlworks will not be liable for any costs associated with delays resulting in equipment arrival should Controlworks not be in receipt of related orders for equipment or there be significant changes to construction programmes.
6. The price does not make an allowance for any “*Builders Site Specific OH&S Induction Courses*”. OHS Blue Card is held by all site personnel.
7. Monthly progress claims will be made in line with the Queensland *Building and Construction Industry Security of Payments Act 1999*.
8. The price and tender is in accordance with the attached Terms and Conditions.

## CONTROLWORKS PTY LIMITED TERMS AND CONDITIONS

### 1. INTERPRETATION

In these conditions:

1.1 **“Contract”** means these terms and conditions, the quotation, the purchase order, the account application, the privacy consent form and the guarantee and indemnity.

1.2 **“Customer”** means the purchaser of the Goods.

1.3 **“Goods”** means the products and, if any, services specified overleaf.

### 2. GENERAL

2.1 These conditions (which can only be waived in writing signed by Controlworks) supersede and exclude all prior discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods to the Customer and prevail over conditions in the Customer's order to the extent of any inconsistency.

### 3. TERMS OF SALE

3.1 The Goods sold or supplied by Controlworks are sold or supplied on these terms and conditions.

### 4. QUOTATIONS

4.1 Acceptance of any quotation must be in writing and no contract for sale or supply of the Goods will arise until the Customer's order accepting the quotation is received by Controlworks.

4.2 Unless previously withdrawn, Controlworks' quotations are open for acceptance within the period stated in them or, when no period is stated, within 60 days after its date.

4.3 Any quotation may be withdrawn, corrected or altered by Controlworks at any time before the acknowledgement by Controlworks of receipt of the Customer's order accepting the quotation.

### 5. PACKING AND TRANSPORT

5.1 The cost of any special packing and packing materials used in relation to the Goods are at the Customer's expense even where such cost has been omitted from any quotation.

5.2 Transport costs are additional to the price quoted in any quotation.

### 6. SHORTAGE

6.1.1 The Customer waives any claim for shortage of any Goods delivered if a claim in respect of short delivery has not been lodged with Controlworks within 7 days from the date of receipt of Goods by the Customer.

### 7. DRAWINGS, ETC.

7.1 All specifications, drawings and particulars of weights and dimensions submitted to the Customer are approximate only and any deviation from any of these things does not

vitate any Contract with Controlworks or form grounds for any claim against Controlworks. Goods to the manufacturer's latest specification may be supplied by Controlworks.

7.2 The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the Contract or of the description applied to the Goods.

7.3 Where specifications, drawings or other particulars are supplied by the Customer, Controlworks' price is made on estimates of quantities required. If there are any adjustments in quantities above or below the quantities estimated by Controlworks then any increase or decrease is to be adjusted on a unit rate basis according to unit prices set out in the Contract.

### 8. PERFORMANCE

8.1 Any performance figures given by Controlworks are estimates only. Controlworks is not liable for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing. Any such written guarantees are subject to the recognised tolerances applicable to such figures.

### 9. DELIVERY

9.1 The delivery times made known to the Customer are estimates only and Controlworks is not liable for late delivery or non-delivery.

9.2 Controlworks is not liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery or late installation of the Goods.

9.3 Controlworks may at its option deliver the Goods to the Customer in any number of instalments.

9.4 If any instalment is defective for any reason:

- (a) it is not a repudiation of the Contract; and
- (b) the defective instalment is a severable breach that gives rise only to a claim for compensation.

### 10. LOSS OR DAMAGE IN TRANSIT

10.1 Controlworks is not responsible to the Customer or any person claiming through the Customer for any loss or damage to Goods in transit caused by any event of any kind by any person (whether or not Controlworks is legally responsible for the person who caused or contributed to that loss or damage).

### 11. GUARANTEE

11.1 The guarantee of the manufacturer of the Goods is accepted by the Customer and is the only guarantee given to the Customer in respect of the Goods. Controlworks assigns to the Customer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to Controlworks to the extent that



- the benefit of any warranty or entitlement is assignable.
- 11.2 Controlworks is not liable for and the Customer releases Controlworks from any claims in respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by Controlworks and the responsibility for any claim has been specifically accepted by Controlworks in writing. Controlworks' liability under this clause is limited to the replacement or repair of defective parts, within 12 months after the Goods have been supplied.
- 11.3 Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly installation, materials or workmanship or otherwise are expressly excluded. Controlworks is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of Controlworks' negligence or in any way.
- 11.4 Controlworks' liability for breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than s69) is limited to:
- (a) in the case of Goods, any one or more of the following:
    - (i) replacement of the Goods or supply of equivalent Goods;
    - (ii) repair of the Goods;
    - (iii) payment to replace the Goods or acquire equivalent Goods;
    - (iv) payment to repair the Goods; or
  - (b) in the case of services;
    - (i) resupplying the services; or
    - (ii) payment to supply the services again.
- 11.5 Controlworks' liability under s74H of the Trade Practices Act 1974 is expressly limited to a liability to pay to the Customer an amount equal to:
- (c) the cost of replacing the Goods;
  - (d) the cost of obtaining equivalent Goods; or
- (e) the cost of repairing the Goods, whichever is the lowest amount.
- 11.6 Controlworks does not make any representations or warranties regarding the Goods or any matter which is or might be relevant to the Customer buying or selling these Goods other than the representations or warranties expressed in this Contract.
- 11.7 Nothing excludes, restricts or modifies or has the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.
11. **PRICES**
- 12.1 In this Contract all prices quoted are net, exclusive of Goods and Services Tax (GST).
- 12.2 Prices quoted are based on costs prevailing at the date of issue of the quotation and are subject to adjustment to those prevailing at the time of delivery. Prices will be adjusted by Controlworks to take into account variations in the rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of wages, cost of materials and other charges affecting the cost of production and the imposition of any new taxes, duties or levies between the date of quotation or order and the delivery of the Goods.
- 12.3 If Controlworks makes any alterations to the price of the Goods or to any of their inputs either before acceptance of or during the currency of this Contract, these alterations are payable by the Customer.
12. **PAYMENT**
- 13.1 The purchase price in relation to Goods is payable net and payment of the price of the Goods must be made on or before the 30th day of the next month following the delivery of the Goods unless other terms of payment are expressly stated on the purchase order in writing.
- 13.2 The Customer must pay an amount equal to the GST payable by Controlworks in relation to the supply of the Goods, at the same time as the payment in clause 13.1.
13. **RIGHTS IN RELATION TO GOODS**
- 14.1 Controlworks reserves the following rights until all accounts owed by the Customer to Controlworks are fully paid:
- (a) ownership of the Goods;
  - (b) to enter the Customer's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
  - (c) to keep or resell any repossessed Goods.
- If the Goods are resold, or products manufactured using the Goods are sold, by the Customer, the Customer must hold that part of the proceeds of sale as is equal to the invoice price of the Goods in a separate identifiable account as the beneficial property of Controlworks and pay such amount to Controlworks upon request. Controlworks is entitled to maintain an action against the

Customer for the purchase price. The risk of the Goods passes to the Customer upon delivery.

14. **CUSTOMER'S PROPERTY**

Any property of the Customer under Controlworks' possession, custody or control is at the Customer's risk as regards loss or damage caused to the property or by it.

15. **STORAGE**

Controlworks may charge for storage if delivery instructions are not provided by the Customer within fourteen days of a request by Controlworks for such instructions. Controlworks may charge for storage from the first day after Controlworks requests the Customer to provide delivery instructions.

16. **RETURNED GOODS**

16.1 Controlworks need not accept Goods returned by the Customer and will do so only on terms to be agreed in writing in each case.

16.2 If Controlworks accepts returned Goods from the Customer under clause 17.1, the Customer must return the Goods to Controlworks' place of business referred to in the purchase order.

17. **GOODS SOLD**

Goods supplied by Controlworks are as described on the purchase order agreed by Controlworks and the Customer and this description prevails over all other descriptions including any specification or enquiry of the Customer.

18. **CANCELLATION**

No order may be cancelled except with consent in writing by Controlworks and on terms which indemnify Controlworks against all losses.

19. **INDEMNITY**

The Customer indemnifies on a continuing, full indemnity basis Controlworks from and against any liability, loss, expense and demand for or arising from any false, misleading, misdescriptive representation or statement made by the Customer in respect of the Goods to any person. This indemnity survives termination of this Contract.

20. **PLACE OF CONTRACT**

20.1 The laws of New South Wales apply to this contract.

20.2 The parties must submit all disputes arising between them to the Courts of New South Wales and any court competent to hear appeals from those Courts of first instance.



**ATTACHMENTS:**

1. Sunshine Coast Uni Hospital Tenancy Points rev1.pdf
2. Siemens Valve Schedule SCUH Tenant Rev1.pdf