



**ARTICLE 1 THE WORK OF THIS CONTRACT**

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of a 199,000 BRU/HR tankless, instantaneous-demand natural-gas fired water heater and removal of the existing 100 gallon conventional natural gas fired water heater it is replacing.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence

**ARTICLE 2 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

**3.2** The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

**ARTICLE 4 BASIS FOR PAYMENT**

**4.1 CONTRACT SUM**

**4.1.1** The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

**ARTICLE 5**

**5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

## **5.2 FINAL PAYMENT**

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

**ARTICLE 6 THE CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

**6.2** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 7 OWNER**

**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**7.1.1** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**7.1.2** The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**7.2 OWNER’S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**7.3 OWNER’S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

**ARTICLE 8 CONTRACTOR**

**8.1** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**8.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**8.3** The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**8.4 WARRANTY**

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

**8.5 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus material.

**ARTICLE 9 CHANGES IN THE WORK**

**9.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

**10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with AIMS pupils until such time as Contractor has verified in writing to the AIMS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

**ARTICLE 11 INSURANCE**

**11.1 CONTRACTOR’S LIABILITY INSURANCE**

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

**ARTICLE 12 MISCELLANEOUS PROVISIONS**

**12.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

**12.2 GOVERNING LAW**

The Contract shall be governed by the laws of the State of California.

**12.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

**ARTICLE 13 INDEMNIFICATION**

**13.1** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

**ARTICLE 14        DISPUTES**

**14.1** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

American Indian Public Charter School

First Class Water Heaters

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

By: Maya Woods-Cadiz

By: Carl J. Fuller

Its: Superintendent

Its: General Manager  
1024238

License Number



**Form of TASK ORDER  
Exhibit A**

**Scope of Work and Schedule**

Facility: American Indian Public Charter School

Address: 171 12<sup>th</sup> Street, Oakland, CA 94607-4900

**Primary Contact for Site:** Marisol Magana, Tel: (510) 893-8701; Email: [marisol.magana@aimschools.org](mailto:marisol.magana@aimschools.org)

**Project Manager Name and Contact Info:**

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: [James@FirstNoteFinance.com](mailto:James@FirstNoteFinance.com)

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: [Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

**Project Manager Name and Contact Info for CONTRACTOR:**

David Ballard, Tel: (925) 301-7890; Email: [firstclasswaterheaters@gmail.com](mailto:firstclasswaterheaters@gmail.com)

Scope of Work Narrative:

This project consists of the complete turnkey installation of a 199,000 BTU/HR tankless, instantaneous-demand natural-gas fired water heater, and removal of the 100 gallon conventional natural gas water heater it is replacing. The contractor includes a parts and labor warranty for 90 days under conditions of normal usage. The contracted tank is the following:

<b>Brand</b>	<b>Model</b>	<b>BTU's</b>	<b>Size</b>
Navien	Tankless Model NPE-240A	199,000	100 Gallon

First Note Finance *inc*  
Energy Savings Made Simple



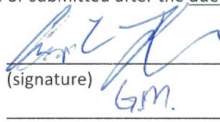
**Bid Form - Schedule of Values – AIMS**

*For your bid to be accepted as responsive, all blanks in both tables below must be filled in with a price, or "N/A", or "included". Leaving blanks may result in your bid being rejected.*

American Indian Model Schools  
171 12th Street, Oakland, CA 94607-4900

		Total
1	Prepare and Submit Feasibility Study	250
2	Obtain Engineering and Permits	400
3	Secure and Assist with Collection of Rebates & Incentives	NA
4	Replace one 100-gallon DHW with a tankless, instantaneous-demand natural-gas fired water heater	6,000
5	Removal/Disposal	300
6	Other Costs	0
	<b>Fixed Turnkey Price, 171 12th Street, Oakland, CA 94607-4900</b>	<b>\$ 6,950</b>

**Certification:** I, (name) Carl Fuller, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (American Indian Model Schools), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after the due date of 4:00 PM on June 28, 2018.

  
 (signature) GM. (date) 6/25/18  
 (title) \_\_\_\_\_

Please submit your bid via email attachment on or before the date and time due to  
[Amanda@FirstNoteFinance.com](mailto:Amanda@FirstNoteFinance.com)

Project Budget: \$6,950.00

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets. They are also included at the end of this document for reference.

<https://www.dropbox.com/sh/0ea5uogykwt9zjx/AACbcuJx9hhZRLxKuA7jzkya?dl=0>

**Exhibit B**

**Price and Payment Terms**

Fixed Turnkey Price: \$6,950.00

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

**Payment Terms:**

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

<b>Project Milestone</b>	<b>% Completed</b>	<b>Amount</b>
Pass Inspection, Warranty and O&M Manual	100%	\$6,950.00

**Exhibit C**

**CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100**

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



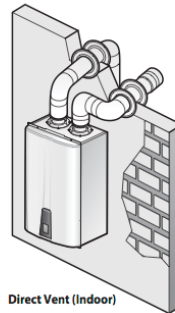
## NPE Series Tankless Water Heaters Specification Sheet

- Certified design according to **ANSI Z21.10.3 - CSA 4.3-2015** standards for both indoor or outdoor installations (with optional Outdoor Vent Kit)
- Compatible with **1/2" gas pipe up to a length of 24 ft\*** (\*see Installation Manual for additional information)
- Compatible with **2" PVC vent up to 60 ft\*\* and 150 ft\*\* using 3" PVC vent** (\*\*with no elbows)
- Gas Input Ranges
  - NPE-150 - 120,000 to 18,000 BTU/h
  - NPE-180 - 150,000 to 15,000 BTU/h
  - NPE-210 - 180,000 to 19,900 BTU/h
  - NPE-240 - 199,900 to 19,900 BTU/h
- Hot Water Flow Rate Capacity (\*based on 35°F temperature rise)
  - NPE-150 - 6.8 GPM
  - NPE-180 - 8.4 GPM
  - NPE-210 - 10.1 GPM
  - NPE-240 - 11.2 GPM
- **Dual Primary and Secondary Stainless Steel Heat Exchangers** for optimum efficiency and durability
- **Built-in Control Panel** - allows adjustment of temperature settings and displays the operating status and error codes
- **ComfortFlow™ Technology** - "A" models come included with built-in 0.5 gallon **Buffer Tank and Recirculation Pump** to provide maximum comfort
- **INTELLIGENT Preheating** - recognizes hot water usage patterns to intelligently provide hot water when needed (optional for "S" models)
- **Temperature Options** - available temperature settings for Residential applications range from 98°F up to 140°F with high temperature Commercial mode capable of up to 182°F
- **Ready-Link Cascade Compatible** for up to 16 units for increased hot water production
- **Common Vent Compatible** - allows for cascade systems to use a single exhaust and/or intake pipe for up to 8 units with the use of the Common Vent Backflow Damper Collar Kit (#30014367A)
- Compatible with **Navilink Wi-Fi Control** (#PBCM-AS-001)
- **Freeze Protection** - maintains normal operation during freezing ambient temperatures down to -5°F (standard on all models)
- **Uniform Energy Factor Ratings** for NG and LP units
  - NPE-180A/210A/240A - 0.96 UEF (0.97 EF for Canada)
  - NPE-150S - 0.96 UEF (0.97 EF for Canada)
  - NPE-180S/210S/240S - 0.97 UEF (0.99 EF for Canada)
- Compatible with **Natural Gas (NG) and Propane (LPG)\*\*\*** (\*\*\*) requires installation of included Field Conversion Kit by a qualified gas servicer)
- Approved for Installations on **Mobile/Manufactured Homes**
- Certified by **CSA, NSF 5, AHRI, AB1953 CA Low Lead, SCAQMD** (Rule 1146.2 Type 1 - Complies with 14 ng/j or 20 ppm NOx @ 3% O2)
- **15-Year Heat Exchanger and 5-Year Parts Warranty (Residential)\*\*\*\***  
**8-Year Heat Exchanger and 5-Year Parts Warranty (Commercial)\*\*\*\*** (\*\*\*\* see Navien Limited Warranty)
- **Optional accessories** are available (see below)

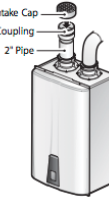


**Built-In Control Panel with Diagnostics**

**Sleek Design - Compatible with 2" PVC Vent and 1/2" Gas Pipe**



Direct Vent (Indoor)



Non-Direct Vent (Indoor)

### Indoor and Outdoor Venting Options



Non-Direct Vent (Outdoor)



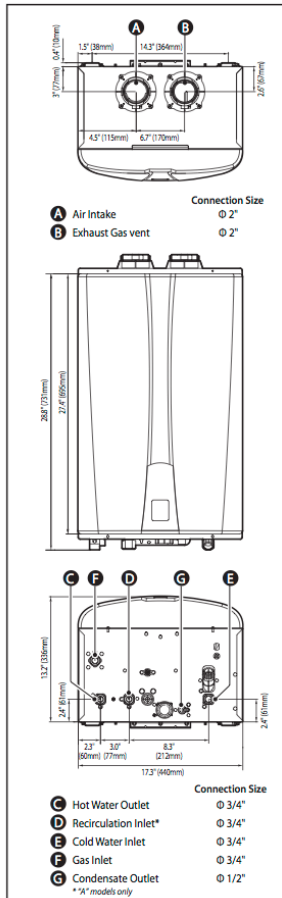
**Job Name:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Engineer:** \_\_\_\_\_  
**Wholesaler:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_  
**Model No.:** \_\_\_\_\_  
**Submitted to:** \_\_\_\_\_

<b>Remote Controller</b> NR-20DU (30009757A)	<b>Plumb Easy Valve Set (3/4")</b> (30009323A - Lead Free) (30012581A - for Pipe Cover)	<b>Condensate Neutralizer</b> (GXXX001322 - Single Unit) (GXXX001324 - Up to 6 Units) (GXXX001325 - Up to 16 Units)	<b>Ready-Link Communication Cable</b> (GXXX000546)	<b>Outdoor Vent Kit</b> (30010604A)	<b>External Pump Wire</b> (GXXX001319)	<b>3" Vent Termination Caps and Wall Flanges</b> (GXXX3873B)



## NPE Series Tankless Water Heaters Specification Sheet

### Dimensions



### Specifications

Item	NPE-150S	NPE-180A	NPE-180S	NPE-210A	NPE-210S	NPE-240A	NPE-240S
Heat Capacity (Input)	Natural Gas	18,000-120,000 BTU/H	15,000-150,000 BTU/H		19,900-180,000 BTU/H		19,900-199,900 BTU/H
	Propane Gas	15,000-150,000 BTU/H	19,900-180,000 BTU/H		19,900-199,900 BTU/H		
Efficiency Ratings	UEF (for NG & LP)	0.96	0.96	0.97	0.96	0.97	0.96
	EF (Canada) (for NG & LP)	0.97	0.97	0.99	0.97	0.99	0.97
Flow Rate (DHW)	35°F (19°C) Temp Rise	6.8 GPM (26 L/m)	8.4 GPM (32 L/m)		10.1 GPM (38 L/m)		11.2 GPM (42 L/m)
	45°F (25°C) Temp Rise	5.3 GPM (20 L/m)	6.5 GPM (25 L/m)		7.8 GPM (30 L/m)		8.7 GPM (33 L/m)
	67°F (36°C) Temp Rise	3.2 GPM (12 L/m)	4.3 GPM (16 L/m)	4.2 GPM (16 L/m)	5.0 GPM (19 L/m)	5.2 GPM (20 L/m)	5.6 GPM (21 L/m)
Dimensions	17.3"(W) x 27.4"(H) x 13.2"(D)						
Weight	55 lbs (25kg)	75 lbs (34kg)	67 lbs (30kg)	82 lbs (37 kg)	75 lbs (34kg)	82 lbs (37 kg)	75 lbs (34kg)
Installation Type	Indoor or Outdoor Wall-Hung						
Venting Type	Forced Draft Direct Vent						
Ignition	Electronic Ignition						
Water Pressure	15-150 PSI						
Natural Gas Supply Pressure (from source)	3.5 in WC-10.5 in WC						
Propane Gas Supply Pressure (from source)	8 in WC-13 in WC						
Natural Gas Manifold Pressure (min-max)	-0.04 in WC - -0.38 in WC	-0.04 in WC - -0.84 in WC		-0.05 in WC - -0.36 in WC		-0.05 in WC - -0.58 in WC	
Propane Gas Manifold Pressure (min-max)	-0.04 in WC - -0.42 in WC	-0.05 in WC - -0.50 in WC		-0.10 in WC - -0.66 in WC		-0.10 in WC - -0.78 in WC	
Minimum Flow Rate	0.5 GPM (1.9 L/m), < 0.01 GPM (0.04 L/m) option for "A" models*						
Connection Sizes	Cold Water Inlet	3/4 in NPT					
	Hot Water Outlet	3/4 in NPT					
	Gas Inlet	3/4 in NPT					
Power Supply	Main Supply	120V AC, 60Hz					
	Maximum Power Consumption	200W (max 2A), 350W (max 4A) with external pump connected					
Materials	Casing	Cold Rolled Carbon Steel					
	Heat Exchangers	Primary Heat Exchanger: Stainless Steel Secondary Heat Exchanger: Stainless Steel					
Venting	Exhaust	2" or 3" PVC, CPVC, Polypropylene 2" or 3" Special Gas Vent Type BH (Class II, A/B/C)					
	Intake	2" or 3" PVC, CPVC, Polypropylene 2" or 3" Special Gas Vent Type BH (Class II, A/B/C)					
	Vent Clearances	0" to combustibles					
Safety Devices	Flame Rod, APS, Ignition Operation Detector, Water Temperature High Limit Switch, Exhaust Temperature High Limit Sensor, Power Surge Fuse						

\* Available for "A" models configured in an optional ComfortFlow recirculation mode. Additional energy use will occur when using recirculation.

Gas-fired, tankless, condensing, wall-mounted water heater(s) shall be direct vent NPE Series models as manufactured by Navien, Inc. and are certified by CSA Group to the latest edition of ANSI standard Z21.10.3/CSA 4.3. Water heater(s) shall have a 15-year limited Heat Exchanger warranty and 5-year limited Parts warranty (8-year Heat Exchanger and 5-year Parts for Commercial use) per Navien Limited Warranty. Unit(s) shall be designed to burn natural gas and can be for use with propane when a Field Conversion Kit is installed. Water heater(s) shall have a nominal flow rate capacity of \_\_\_\_\_ GPM/GPH at \_\_\_\_\_°F rise with rated input of \_\_\_\_\_ BTU/hr. Water heater(s) shall be vented with 2" PVC/CPVC vent pipe at a distance not to exceed 60' (or equivalent) with each elbow equal to 8' of pipe length or 3" PVC/CPVC vent pipe at a distance of 150' (or equivalent) with each elbow equal to 5' of pipe length. Water heater(s) is rated for 150 PSI working water pressure and 300 PSI test pressure. Gas supply pressure shall be 3.5" to 10.5" WC for natural gas and 8.0" to 13.0" WC for propane. Unit(s) shall have a steel case, dual stainless steel heat exchangers, eco premixed burner, negative pressure gas valve, dual venturi, 3/4" inlet gas connection, 3/4" brass inlet/outlet water connections, water holding capacity of 0.6 gallons for the NPE-150S, 1.0 gallon for the NPE-180A model (0.7 gallons for NPE-180S model), 1.2 gallons for the NPE-210A/NPE-240A models (0.7 and 0.9 gallons for NPE-210S and NPE-240S models respectively), and a condensate collector. The NPE-150S model weighs 55 lbs, the NPE-180A model weighs 75 lbs (NPE-180S weighs 67 lbs), and the NPE-210A/NPE-240A models weigh 82 lbs (NPE-210S and NPE-240S weigh 75 lbs). Unit(s) shall include features such as an adjustment for installations at high elevation, temperature lockout, and temperature options from 98-120°F in 1°F intervals and 125-140°F in 5°F intervals. The unit(s) shall include additional temperature options of 150-180°F in 10°F intervals, and 182°F for high temperature commercial applications. All NPE "A" models shall include an internal circulation pump and 0.5 gallon buffer tank. The water heater(s) shall be controlled by an internal circuit board that monitors the inlet and outlet temperatures with installed thermistors, sensing and controlling flow rate to set point temperature with air-fuel ratio controls in order to maintain thermal combustion efficiency. Unit(s) shall include safety features such as flame sensor system, high limit sensors, overheat prevention device, freeze protection mode, and fan motor rotation detector. Multi-system (cascade) applications that require 2 to 16 units shall be installed by connecting the units using cable-only connections (Ready-Link). Cascade systems can be common vented with up to 8 units when a Common Vent Backflow Damper Collar Kit is installed. The water heater(s) exceeds the energy efficiency requirements of ASHRAE 90.1-2013 and is listed by SCAQMD rule 1146.2 (Type 1) for Low NOx that complies with 14 ng/J or 20 ppm NOx requirements @ 3% O<sub>2</sub>.

\*Navien reserves the right to change specifications at any time without prior notice

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