

STRMECHANICAL

Proposal

Quote# **MM1520.20**

Date: April 12, 2021

Customer: Town of Pineville

Attention: Tim Jones

Address: 1000 Johnston Dr, Pineville, NC 28134

Project: Belle Johnston Stage Restroom Heaters and Storage Room (6)

Work to be performed:

- Install (6) surface mount electric heaters 2000 watt
- Run electrical and secure
- Reattached electrical and test operation

Quote: \$5,358.70

NC Sales Tax: \$388.50

Total: \$5,747.20

Clarifications:

- Work to be performed during regular hours
- Pricing includes all labor, material, and truck cost
- One year warranty on Parts and Labor for new equipment

STRMECHANICAL
SUCCESS THROUGH REPUTATION

Customer

By: Martin Maul

By: _____

Title: Account Manager

Title: _____

Date: April 12, 2021

Date: _____

Acceptance includes all terms and conditions

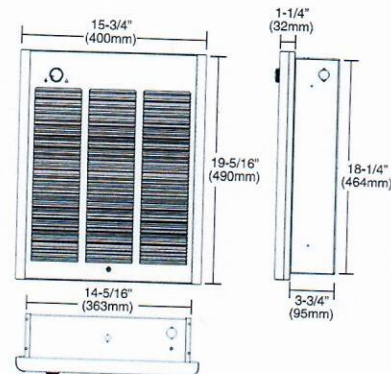
STRMECHANICAL

TERMS & CONDITIONS

1. **ENTIRE AGREEMENT** – This is the complete agreement (“Agreement”) between STR Mechanical, Inc. (“STR Mechanical”) and Town of Pineville (“Customer”), collectively the “Parties”. This document cannot be altered and no conflicting oral agreement or conversation shall be valid.
 2. **PRICING** – Prices are good for thirty days from the date of the proposal and cannot be changed during that period unless agreed to in writing by the Parties. Equipment not outlined in the proposal is not covered.
 3. **ACCESS** – Customer must allow STR Mechanical safe access to its facilities during and sometimes after normal business hours. STR Mechanical will abide by all Customer site rules and safety regulations to the extent STR Mechanical has been notified of them in writing. If necessary, Customer will remove any material, obstacle, or partition so that STR Mechanical will have access to the equipment to be serviced. Unless otherwise agreed, all service work will be performed during STR Mechanical’s normal business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.
 4. **INSURANCE** – STR Mechanical will maintain worker’s compensation, employer’s liability and vehicle liability insurance as needed for the term of this Agreement. Proof of insurance shall be furnished upon the Customer’s request. Insurance coverage on Customer’s property and facilities is the responsibility of Customer.
 5. **TAXES** - Sales tax is not included in the price quoted. Customer agrees to pay STR Mechanical all applicable sales or use tax for any change orders or additional work.
 6. **WARRANTY** – Any equipment installed and maintained by STR Mechanical will be new, of good quality, and free from defects for a period of one year beginning upon completion of services. There will be no warranty on any work which has not been paid for in full. Except as provided herein, STR Mechanical offers no other warranty or guaranty, express or implied, including any warranty as to merchantability or fitness for a particular purpose. Any warranty work will be performed during normal business hours unless the Parties agree that a valid emergency exists. Warranty does not apply to any equipment that was not installed under this Agreement. Extended warranties covered by the manufacturer are not the responsibility of STR Mechanical. STR Mechanical will not warranty work that was provided by another contractor nor will STR Mechanical be held liable or responsible for past work or future work performed by another contractor, for defects or damages caused by normal wear and tear during normal usage, or for a purpose for which the equipment was not intended.
 7. **PAYMENT** - Payment terms are net thirty days from date of invoice. There will be a service charge of 1½% per month for any outstanding balance. Failure to pay invoices pursuant to this paragraph shall be considered a breach of this Agreement. In addition and not in lieu of any remedies which STR Mechanical shall have at law, STR Mechanical shall be entitled to recover in addition to the sums owed, any collection costs incurred, including reasonable attorneys’ fees.
 8. **LIABILITIES** – STR Mechanical shall not be liable for any consequential, special or indirect damages arising out of any work performed under this Agreement. Customer agrees to indemnify and hold harmless STR Mechanical for any loss or damage arising from any action which is not directly caused by the negligence or fault of STR Mechanical, including, but not limited to, the cost of any lawsuits or reasonable attorneys’ fees arising therefrom.
STR Mechanical shall not be liable for:
 - a. Damage or loss resulting from plumbing failures or blockages, corrosion of pipes or materials, vibration in mechanical equipment, issues from utility companies, lightning strikes, or electrical power failures or electrical issues;
 - b. Damage or loss resulting from engineered systems or drawings or specifications, inadequate design of the system, negligence from anyone other than STR Mechanical, malevolent acts and vandalism, unacceptable operation of equipment by Customer, its employees, agents or tenants;
 - c. Any property or equipment damage, or personal injury to Customer’s personnel, or others, or equipment damage unless caused directly through STR Mechanical’s fault or negligence and in such event, only to the extent of such fault or negligence.;
 - d. Any loss of use, revenue, profit or any other consequential, incidental or indirect damages of any kind.;
 - e. Any removal, disposal of, or identification of any hazardous or harmful materials including those that contain asbestos, mold, or any other harmful chemical or substance. If any hazardous or harmful materials are found during the course of work, STR Mechanical, has the right to halt the work until the hazard has been properly corrected and shall be granted an extension of work that is equal to the time of delay to complete the remediation work. STR Mechanical reserves the right to be compensated for any loss that occurs due to the delay caused by the hazardous material that is on site;
 - f. Damage or loss that correlates to lead times or shipping on materials or parts,
- Any claim or dispute arising out of or related to this Agreement that is not informally resolved shall be resolved by mediation, arbitration, or litigation. Mediation shall be a condition precedent for any subsequent arbitration or litigation. If the Parties do not both agree to arbitration, the dispute will be resolved in litigation. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover their costs, including reasonable attorneys’ fees, from the non-prevailing party. Mediation, arbitration and/or litigation shall take place in Charlotte, North Carolina.
9. **DELAYS** – STR Mechanical shall not be liable for any delay in its performance of any work or for any damages suffered by the Customer by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from, acts of God, acts of government, riot, strikes, theft, war, fire, explosion or malicious mischief, labor difficulties, shortage of labor, power, materials or supplies, transportation delays, or any other cause or causes beyond its control.
 10. **CANCELLATIONS** – Any cancellations by STR Mechanical or the Customer must be in writing. The Customer will be responsible for any costs, expenses and lost profits due to STR Mechanical if this agreement is cancelled prematurely by Customer.
 11. **ENVIRONMENTAL** – Customer shall indemnify and hold harmless STR Mechanical from any loss or damage which may arise from any environmental issues. This includes but is not limited to refrigerants, building ventilation, outside air ducting or any related environmental problems.
 12. **ADDITIONS** - Any changes, adjustments, additions, or subtractions to the Agreement, must be in writing and signed by both Parties.
 13. **PROJECT** - Customer understands that equipment will be out of commission for periods of time during the work that is outlined in the proposal.



WHB3000 Series Fan Forced Electric Wall Heaters



Installation, Operation & Maintenance Instructions

Table 1. Specifications

Model Number	Volts	Phase	Watts*	Amps	Min. Supply Wire Gauge
WHB3150FC	120	1	1500	12.5	12
WHB3180FC	120	1	1800	15.0	12
WHB3404FC*	240/208	1	4000/3000	16.7/14.5	10
			2000/1500	8.3/7.2	12
WHB3407FC*	277/240	1	4000/3000	14.5/12.5	12
			2000/1500	7.2/6.3	12
WHB3307FC*	277	1	3000/1500	10.8/5.4	14
WHB3408FC*	208	1	4000/2000	19.2/9.6	10
WHB34083FC	208	3	4000	11.1	14
WHB34043FC	240	3	4000	9.7	14
WHB3504FC	240/208	1	4800/3600	20.0/17.3	10
WHB3507FC	277/240	1	4800/3600	17.3/15	10
WHB3508FC	208	1	4800	23.1	10

*NOTE: Factory wired for higher wattage, field convertible to half wattage.

Model Number	Volts	Phase	Watts*	Amps	Min. Supply Wire Gauge
WHB35083FC	208	3	4800	13.4	12
WHB35043FC	240	3	4800	11.6	14
WHB3203FC	347	1	2000	5.8	14
WHB3206FC	600	1	2000	3.3	14
WHB3153FC	347	1	1500	4.3	14
WHB3156FC	600	1	1500	2.5	14
WHB3303FC	347	1	3000	8.6	14
WHB3306FC	600	1	3000	5	14
WHB3403FC	347	1	4000	11.5	14
WHB3406FC	600	1	4000	6.7	14
WHB3503FC	347	1	4800	13.8	12
WHB3506FC	600	1	4800	8	14

*NOTE: Factory wired for higher wattage, field convertible to half wattage.

IMPORTANT INSTRUCTIONS

WARNING

WHEN USING ELECTRIC APPLIANCES, BASIC PRECAUTIONS SHOULD ALWAYS BE FOLLOWED TO REDUCE THE RISK OF FIRE, ELECTRIC SHOCK, AND INJURY TO PERSONS, INCLUDING THE FOLLOWING:

1. Read all instructions before installing or using this heater.
2. This heater is hot when in use. To avoid burns, do not let bare skin touch hot surfaces. Keep combustible materials, such as furniture, pillows, bedding, papers, clothes, etc. and curtains at least 3 feet (0.9 m) from the front of the heater.
3. Extreme caution is necessary when any heater is used by or near children or invalids and whenever the heater is left operating and unattended.
4. Do not operate any heater after it malfunctions. Disconnect power at service panel and have heater inspected by a reputable electrician before using.
5. Do not use outdoors.
6. To disconnect heater, turn controls to off, and turn off power to heater circuit at main disconnect panel.
7. Do not insert or allow foreign objects to enter any ventilation or exhaust opening as this may cause an electric shock, fire, or damage to the heater.
8. To prevent a possible fire, do not block air intake or exhaust in any manner.
9. A heater has hot and arcing or sparking parts inside. Do not use it in areas where gasoline, paint, or flammable liquids are used or stored.
10. Use this heater only as described in this manual. Any other use not recommended by the manufacturer may cause fire, electric shock, or injury to persons.
11. This heater is intended for comfort heating applications and not intended for use in special environments. Do not use in damp or wet locations such as marine or greenhouse or in areas where corrosive or chemical agents are present.
12. When installing, see INSTALLATION INSTRUCTIONS for additional warnings and precautions.
13. For safe and efficient operation, and to extend the life of your heater, keep your heater clean - See MAINTENANCE INSTRUCTIONS.

SAVE THESE INSTRUCTIONS

INSTALLATION INSTRUCTIONS

⚠ WARNING ⚠

To prevent a possible fire, injury to persons or damage to the heater, adhere to the following:

1. Disconnect all power coming to heater at main service panel before wiring or servicing.
2. All wiring procedures and connections must be in accordance with the National and Local Codes having jurisdiction and the heater must be grounded.
3. Power supply must enter back box through the knockouts in the RIGHT side of box (see Figure 1). See also TOP marking on the back box for proper orientation.
4. Verify the power supply voltage coming to heater matches the ratings as shown on the heater nameplate.

CAUTION: ENERGIZING HEATER AT A VOLTAGE GREATER THAN THE VOLTAGE PRINTED ON THE NAMEPLATE WILL DAMAGE THE HEATER AND VOID THE WARRANTY AND COULD CAUSE A FIRE.

5. **CAUTION** - High temperature, risk of fire, keep electrical cords, drapery, furnishings, and other combustibles at least 3 feet (0.9 m) from front of heater. Do not install heater behind doors, below towel racks, in the ceiling or in an area where it is subject to being blocked by furniture, curtains or storage materials. Hot air from the heater may damage certain fabrics and plastics.
6. To reduce the risk of fire, do not store or use gasoline or other flammable vapors and liquids in the vicinity of the heater.
7. This heater is to be mounted only using back box and may be installed with the back box recessed or surface mounted as described within this manual.
8. The following minimum clearances must be maintained:
 - Bottom of heater to floor - 8" (203 mm).
 - Sides of heater to adjacent wall - 8" (203 mm).
 - Top of heater to ceiling - 36" (915 mm).
9. Do not operate the heater without the grille installed.
10. Do not use this heater for dry out as the paint, plaster, sawdust and drywall sanding dust will permanently damage the heater and must be kept out of the heater.

NOTE: This heater has a continuous fan-only feature. See page 4, **Operation Instructions**, step #4 for details.

Installation of Back Box in New Construction

1. Mounting Back Box (See Figure 1).
 - a. Place the back box between two 16" (406 mm) center-to-center wall studs at the desired mounting height but no closer than 8" (203 mm) to adjacent wall or floor.

NOTE: If wall studs are spaced greater than 16" on center, additional framing supports may be necessary.

- b. Align back box such that the bottom and sides will be flush with finished wall surface (top flange of back box should protrude approximately 1/2" (12.7 mm) from finished wall surface).
- c. Secure the back box in position with wood screws or nails as shown in Figure 1.

Not for ceiling mount.

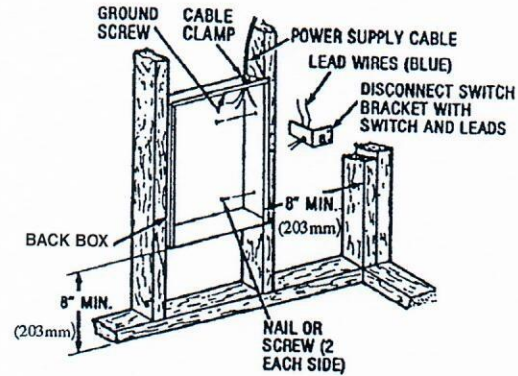


Fig. 1: Locating Recessed Back Box in New Construction

2. Power Supply Wiring (See Figure 1)

NOTE: Wire compartment volume - 119 in³ (1950 cm³).

- a. Run a power supply cable into the knockout area in the upper right hand corner of the back box. All wiring must be in accordance with National and Local Electrical Codes. Refer to Table 1, page 1 for correct wire size.
- b. Remove disconnect switch bracket by loosening two screws on the right side.
- c. Install a cable clamp in the knockout in the top of the back box.
- d. Insert power supply cable through cable clamp, allowing at least 6" (152 mm) of leads to extend inside the back box. Connect the blue lead wires of disconnect switch to the supply wire leads using wire connectors (see Wiring Diagrams, page 5).
- e. Ground the back box by connecting the supply ground lead wire to the green ground screw located in the inside top of the back box.
- f. Secure disconnect switch bracket in place by tightening screws.

Installation of Back Box in Existing Construction

1. Provide a wall opening 14-1/2" (362 mm) wide by 18-1/2" (470 mm) high at the desired mounting height, but no closer than 8" (203 mm) to adjacent wall or floor. (See Figure 2.)

NOTE: Locate so at least one side of opening is at wall stud.

2. Power Supply Wiring

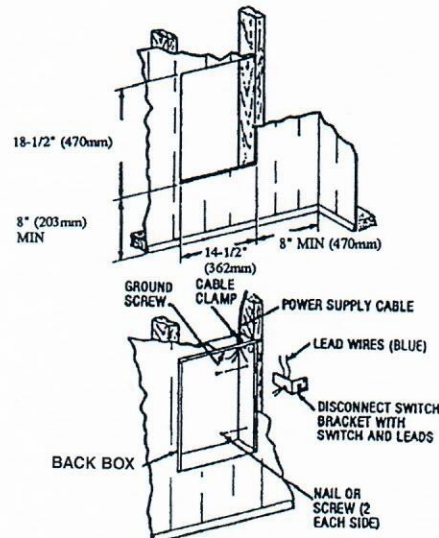


Fig. 2: Locating Recessed Back Box in Existing Construction

NOTE: Wiring Compartment Volume - 119 in³ (1950 cm³).

- a. Run a power supply cable into the area above the top of the wall opening. All wiring must be in accordance with National and Local electrical codes. Refer to Table 1, page 1 for correct wire size.
 - b. Remove disconnect switch bracket by loosening the two screws on the right side.
 - c. Install a cable clamp in the knockout in the top of wall back box.
 - d. Insert power supply cable through cable clamp, allowing approximately 6" (152 mm) of cable length to remain inside the back box to facilitate connections.
3. Mounting Back Box
- a. Place the back box into wall opening flush with finished wall surface on bottom and sides of box. (Top flange of backbox should protrude approximately 1/2" or 12.7 mm from finished wall surface).
 - b. Secure the back box in place with wood screws or nails.
4. Wiring Disconnect Switch
- a. Connect the power supply wires to the blue wires of the disconnect switch using wire connectors (see Wiring Diagrams, page 5)
 - b. Ground the back box connecting the supply ground lead wire to the green ground screw located in the inside top of the back box.
 - c. Secure disconnect switch bracket in place by tightening screws.

Installation of Back Box With Surface Mounting Frame

See Figure 3

1. Secure back box to wall with knockouts in upper right hand corner using screws and anchors.
2. Hang the surface-mounting frame on the back box. Ensure that the back edge of the surface-mounting frame is flush against the wall.

NOTE: If heater is located in a high traffic area where it may be subjected to vandalism or abuse, take extreme care to see that the box is firmly attached to the wall.

3. Power Supply Wiring

NOTE: Wiring Compartment Volume - 119 in³ (1950 cm³).

- a. Run a power supply cable into the area of the upper right corner of the mounting frame. Arrangement of wiring to this point must be in accordance with National and Local codes. Refer to Table 1 page 1 for proper wire size.

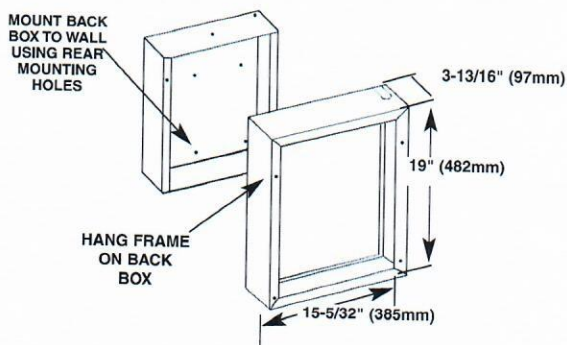


Fig. 3: Surface Mounting Installation

NOTE: If the wiring is to run through the wall, cut a hole in the area of the top of the wall box. Run the supply wire through this hole. Then remove the "knockout" from the top of the box and proceed to step C.

- b. Remove the knockout on the top side of the frame.
- c. Remove disconnect switch bracket by loosening the two screws on the right side.
- d. Feed the power supply cable through the frame allowing 6" (152 mm) of lead to remain inside the back box.
- e. Secure the power supply cable to the back box (using cable clamp, connector, or other suitable strain relief) allowing 6" (152 mm) of lead to remain inside the back box.
- f. Connect supply wires to blue wires of disconnect switch using wiring connectors (see Wiring Diagrams, page 5).
- g. Ground the back box by connecting the supply ground leadwire to the green ground screw located in the inside top of the back box.
- h. Secure disconnect switch bracket in place.

Installation of Heater Assembly and Grille

After back box is completely installed and no further construction dirt is expected, clean debris from back box, remove heater assembly from its carton, then refer to Figure 4 and proceed as follows:

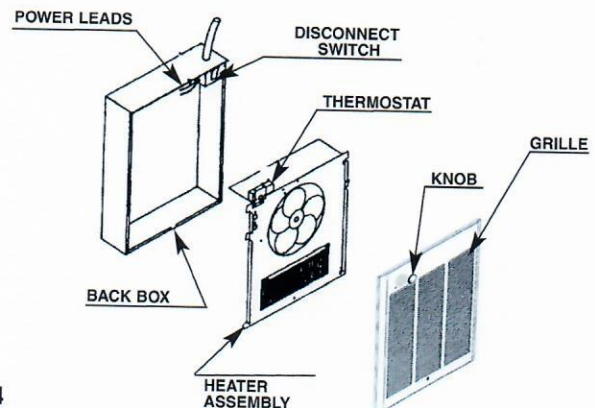


Fig. 4

1. Insert the heater assembly into back box, placing the four mounting holes (with key-hole slots) over the screws in the back box. Tighten all screws securely.
2. If surface-mounting frame is used, ensure that the frame is even with all four heater assembly tabs before tightening screws.
3. Connect the two ON/OFF switch wires to the heater control switch (thermostat) leads using wire nuts. After connection, push wires back into the opening.
4. Turn thermostat to the extreme counterclockwise position.
5. Push ON/OFF switch into ON position.
6. Mount the grille tabs over back box flange (top).
7. Insert screw through bottom hole on grille. The screw threads into the hole on fan panel. Tighten screw until grille is flush to wall (or surface mount frame). **Be careful, do not overtighten.**
8. Push thermostat knob onto thermostat shaft.

OPERATING INSTRUCTIONS

1. Heater must be properly installed before operation.
2. Rotate the thermostat knob fully clockwise. This should energize the heating elements and fan causing warm air to flow from the hot air discharge at the openings in the bottom of the grille. (see note 5)
3. After the operation check, rotate the thermostat knob to the desired position to obtain room comfort.
4. For continuous fan-only operation (heating elements will not be energized), slowly rotate the thermostat knob clockwise until you hear the fan operate (about 30 degrees from the OFF point).
5. There will be a short delay from the time the unit is turned on until the fan engages. This is to allow the elements time to warm up. The fan will also continue to run once the unit is turned off to allow the elements time to cool.

NOTE: For best results, the heater should be left "ON" constantly during the heating season because the thermostat, when properly set, will maintain the desired temperature.

How To Reset Manual Thermal Overheat Protector Control:

Your heater is equipped with a manual reset thermal overheat protector control that will automatically turn the heater off to prevent a fire if the heater overheats. This control is located on the fan panel assembly between the element and fan blade and marked "RESET". The red reset button can be seen through the front grille when the heater is installed. To reset, allow the heater to cool, then push the red button that is visible through the hole in the fan panel. The heater should immediately return to normal operation.

WARNING

DO NOT TAMPER WITH OR BYPASS ANY SAFETY LIMITS INSIDE HEATER.

CAUTION

CAUTION - DO NOT CONTINUE TO ATTEMPT TO USE THE HEATER IF THE SAFETY CONTROL REPEATEDLY OPERATES AFTER BEING RESET. TO DO SO COULD PERMANENTLY DAMAGE THE HEATER OR CREATE A FIRE OR SAFETY HAZARD.

MAINTENANCE INSTRUCTIONS

It is important to keep this heater clean. Your heater will give you years of service and comfort with only minimum care. To assure efficient operation follow the simple instructions below.

WARNING

ALL SERVICING BEYOND SIMPLE CLEANING THAT REQUIRES DISASSEMBLY SHOULD BE PERFORMED BY QUALIFIED SERVICE PERSONNEL.

WARNING

TO REDUCE RISK OF FIRE AND ELECTRIC SHOCK OR INJURY, DISCONNECT ALL POWER COMING TO HEATER AT MAIN SERVICE PANEL AND CHECK THAT THE ELEMENT IS COOL BEFORE SERVICING OR PERFORMING MAINTENANCE.

User Cleaning Instructions:

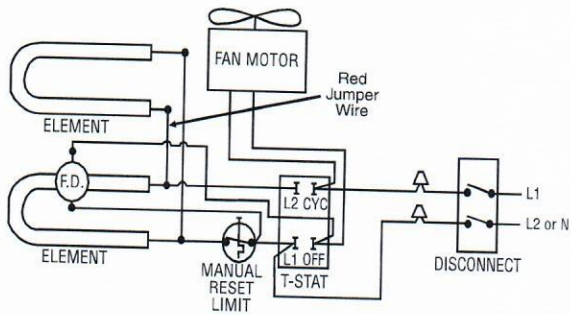
1. After the heater has cooled, a vacuum cleaner with brush attachment may be used to remove dust and lint from exterior surfaces of the heater including the grille openings.
2. With a damp cloth, wipe dust and lint from grille and exterior surfaces.
3. Return power to heater and check to make sure it is operating properly.

Maintenance Cleaning Instructions:

(To be performed only by Qualified Service Personnel)

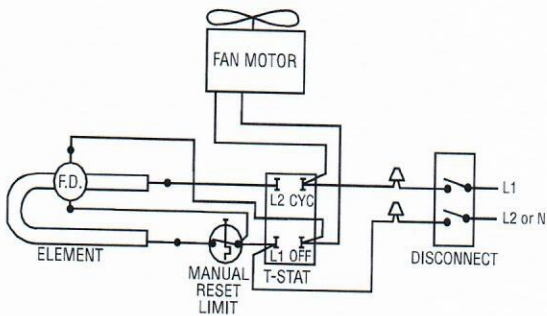
At least annually, the heater should be cleaned and serviced by a qualified service person to assure safe and efficient operation. This should include the removal of the grille and, as necessary the heater from the backbox to clean residue from the unit. After completing the cleaning and servicing, the heater should be fully reassembled and checked for proper operation.

Wiring Diagrams

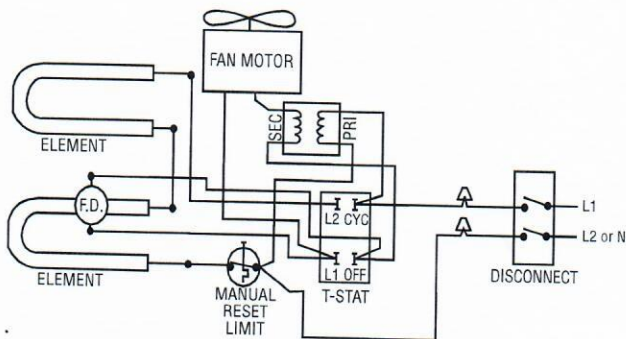


Wiring Diagram 1:
1500, 1800, 4800, 4000, & 3000 Watt Heaters
 120V, 208V, 240V, or 277V (Full wattage heaters can be converted to half wattage by removing the red jumper wire connecting the top and bottom element terminals.) See Wiring Diagram 6 for 4800W, 208V.

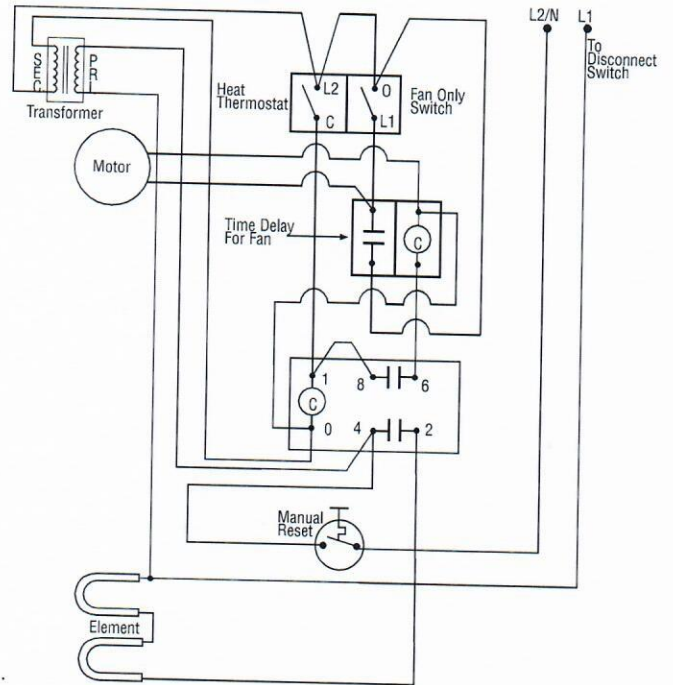
NOTE: Conversion to half wattage not applicable to WHB3150FC and WHB3180FC.



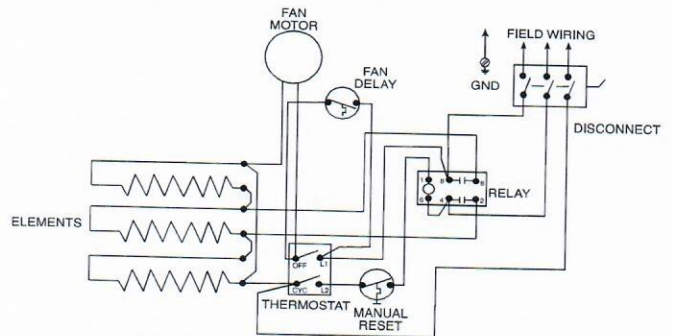
Wiring Diagram 2:
2000 & 1500 Watt Heaters
 208V, 240V, OR 277V



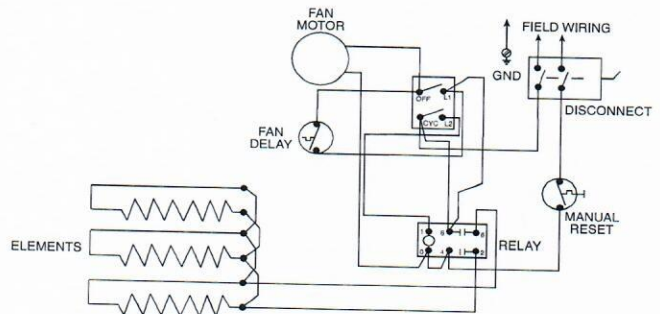
Wiring Diagram 3:
4800, 4000, & 3000 Watt Heaters
 347V, 600V



Wiring Diagram 4:
1500/2000 Watt Heaters
 347V, 600V



Wiring Diagram 5:
Three Phase Wall Heaters

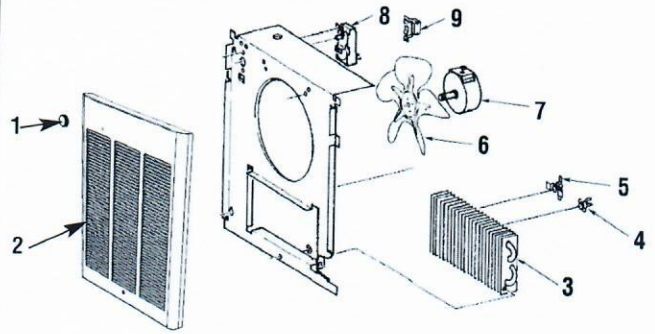


Wiring Diagram 6:
4800 Watt Single Phase Heaters
 208V

Replacement Parts

Key No.	Description	Part Number	
1	Knob	3301-11014-001	
2	Grille	1016-11226-000	
3	Element:		
	WHB3208FC	208V/2000W	302015801
	WHB3408FC	208V/4000W	302012807
	WHB34083FC	208V/4000W/ 3Ph.	1802-2075-800
	WHB3508FC	208V/4800W	1802-2075-801
	WHB35083FC	208V/4800W/3Ph.	1802-2075-801
	WHB3204FC	240V/2000W	302015802
	WHB3404FC	240V/4000W	302012808
	WHB34043FC	240V/4000W/3Ph.	1802-2075-802
	WHB3504FC	240V/4800W	302012810
	WHB35043FC	240V/4800W/3Ph.	1802-2075-803
	WHB3157FC	277V/1500W	302015806
	WHB3207FC	277V/2000W	302015803
	WHB3307FC	277V/3000W	302012806
	WHB3407FC	277V/4000W	302012809
	WHB3507FC	277V/4800W	302012811
	WHB3153FC	347V/1500W	302012824
	WHB3203FC	347V/2000W	302012808
	WHB3303FC	347V/3000W	302012818
	WHB3403FC	347V/4000W	302012821
	WHB3503FC	347V/4800W	302012823
	WHB3156FC	600V/1500W	302012816
	WHB3206FC	600V/2000W	302012818
	WHB3306FC	600V/3000W	302012820
	WHB3406FC	600V/4000W	302012822
	WHB3506FC	600V/4800W	302012824
4	Manual Limit	4520-2017-000	
5	Fan Delay	410740000	
6	Fan Blade	490030103	
7	Motor:		
	120V	3900-2010-003	
	208V	3900-2010-000	
	240V	3900-2010-000	
	277V	3900-2010-001	
	347V	*3900-2010-000	
	600V	*3900-2010-000	
8	Thermostat	5813-2059-000	
9	Disconnect	120V, 208V/1PH, 240V/1Ph., 277V 208V/3Ph., 240V/3Ph., 347V, 600V	410170001 5216-2019-000
10	Motor Transformer	347V Heaters 600V Heaters	5714-2014-001 5814-2014-000

* See item 10. These heaters use a transformer to convert heater voltage to motor voltage. (Not shown).



LIMITED WARRANTY

All products manufactured by Marley Engineered Products are warranted against defects in workmanship and materials for one year from date of installation, except heating elements which are warranted against defects in workmanship and materials for five years from date of installation. This warranty does not apply to damage from accident, misuse, or alteration; nor where the connected voltage is more than 5% above the nameplate voltage; nor to equipment improperly installed or wired or maintained in violation of the product's installation instructions. All claims for warranty work must be accompanied by proof of the date of installation.

The customer shall be responsible for all costs incurred in the removal or reinstallation of products, including labor costs, and shipping costs incurred to return products to Marley Engineered Products Service Center. Within the limitations of this warranty, inoperative units should be returned to the nearest Marley authorized service center or the Marley Engineered Products Service Center, and we will repair or replace, at our option, at no charge to you with return freight paid by Marley. It is agreed that such repair or replacement is the exclusive remedy available from Marley Engineered Products.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID EXPRESSED WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. MARLEY ENGINEERED PRODUCTS SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING WITH RESPECT TO THE PRODUCT, WHETHER BASED UPON NEGLIGENCE, TORT, STRICT LIABILITY, OR CONTRACT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For the address of your nearest authorized service center, contact Marley Engineered Products in Bennettsville, SC, at 1-800-642-4328. Merchandise returned to the factory must be accompanied by a return authorization and service identification tag, both available from Marley Engineered Products. When requesting return authorization, include all catalog numbers shown on the products.

HOW TO OBTAIN WARRANTY SERVICE AND WARRANTY PARTS PLUS GENERAL INFORMATION

1. Warranty Service or Parts **1-800-642-4328**
2. Purchase Replacement Parts **1-800-654-3545**
3. General Product Information **www.marlemep.com**

Note: When obtaining service always have the following:

1. Model number of the product
2. Date of manufacture
3. Part number or description



Marley[®]
Engineered Products

470 Beauty Spot Rd. East
Bennettsville, SC 29512 USA



Stage

\$21650⁰⁰

United Mechanical Corporation

The Leader in Comfort and Process Mechanical Solutions

May 3, 2021

Mr. Tim Jones
Town of Pineville
200 Dover St.
Pineville, NC 28134

Subject: Installation of (2) Ductless Split Systems for Stage Area Restrooms for the Belle Johnson Community Center

Proposal #: 25176B – Rev. 1

Base Proposal: We are pleased to propose the furnishing and installation of the following on the subject job:

WORK SCOPE NOTES:

1. The (4) ductless split systems in this proposal have been sized to meet the people and light loads found in typical rest rooms. No provisions have been made for cooling any additional loads or any additional outside air/ exhaust requirements.
2. No design criteria have been established. Each new air handler is to provide conditioned air to a total of (4) restrooms, (2) men and (2) women, approximately 120 sq. ft.-200 sq. ft. each.
3. It is understood that any existing code required outside air openings for each of the restrooms are existing and will be covered/ balanced to allow the correct amount of code required outside air into each restroom for the existing code required exhaust fans.

Stage Area Restroom Notes:

1. For the Stage Area Restrooms, (2) multizone units with (1) heat pump and (4) wall mounted air handlers each have been quoted for serving the (4) total individual men's and women's restrooms for the Stage Area.

PERMITS AND COORDINATION:

1. All required Mechanical and Electrical installation permits.
2. All required sealed Mechanical and Electrical drawings required for project permitting.
3. All required county plan review fees.
4. All required General Contracting licenses and fees, required for project permitting.

DESIGN/INSTALL

Comfort Htg & Cooling
Process Htg & Cooling
Chillers & Boilers
Evaporative Cooling
Precise Temp Control
Humidity Control
Dust Collection
Air Purification
Ventilation Systems
Pneumatic Conveyance
Compressed Air
Piping Systems
Data Centers
Clean Rooms

SERVICE

Planned Maintenance
Emergency Repair
System Renovation
Air Balancing
Water Balancing
Equipment Start Up
Water Treatment
Building Commissioning

ENGINEERING

Professional Engineering
Preliminary Designs
Project Budgets
Energy Studies
Design Drawings

CONTROLS

Building Automation
Controls Retrofits
Pneumatic Controls



2811 Central Avenue
Charlotte, NC 28205
704/374-1857
FAX 704/358-0747
www.unitedhvac.com

EQUIPMENT:

Stage Area Restrooms:

1. Installation of (2) new 1.5-Ton, Daikin 208/1ph., multizone ductless heat pump, split systems.

Installation is to include:

1. (4) New, 3/4-Ton Daikin, wall mounted air handlers.
2. (2) New, 1.5-Ton Daikin, two zone, pad mounted heat pump, outdoor units.
3. (2) New wired, wall mounted thermostats with lock boxes.
4. (2) New composite pads for setting the heat pumps on the ground, closest to the existing electrical room and outdoor electrical transformer.
5. All (4) new air handlers are to be mounted on the exterior wall, inside each rest room and condensate will gravity drain to the exterior of the building. Per the Owner's request the condensate piping is to be painted/ concealed to blend in as best as possible with the building.

PIPING:

1. All required refrigerant piping with insulation for connecting each new air handlers and heat pumps.
2. All required R-410a refrigerant.
3. All required condensate piping.

CONTROLS:

1. A new stand-alone, wired, wall mounted controller is included for each new Stage Area unit.
2. Provide and install keyed lock boxes over each new wall mounted controller.
3. All required miscellaneous low voltage wiring connections are included.
4. No control system controllers/ programming or control system upgrades are included, if required.

ELECTRICAL:

The following high voltage electrical work is included and is to be completed by a licensed electrical contractor, provided by United Mechanical Corporation:

Stage Area Restrooms:

1. Provide and install all required high voltage electrical wiring, conduit, breakers, disconnects and fuses for installation of two (2) new 208V/1ph, 20 amp circuits for the new 1.5 Ton ductless outdoor, heat pump units.
2. All required low voltage interconnecting wire will be provided and installed by United Mechanical Corporation.
3. One (1) new code required convenience receptacle is included for the new outdoor units.
4. No additional receptacles have been included for condensate pumps, if required by the Owner.

MISCELLANEOUS ITEMS:

1. All required trucking fees.
2. All required delivery fees.
3. All required core cutting and wall penetrations for the refrigerant lines and condensate piping.
4. Proper system start-up.
5. All miscellaneous items for a complete installation.

WARRANTY:

1. A one-year parts and labor warranty for the subject installation.

TERMS, EXCEPTIONS, AND ASSUMPTIONS:

1. This price assumes that the work proposed will be performed during normal business hours (Monday through Friday 8:00am to 5:00pm).
2. No modifications or additions to life safety systems, including fire alarm and sprinkler systems, are included for this installation unless specified above.
3. Projects will be billed as follows: 30% upon signed acceptance of this proposal including all required tax forms for project coordination, permitting and job mobilization; 60% upon delivery of equipment; and 100% at completion. For projects requiring engineering plans, the billing steps will be as follows: 10% at the start of the engineering plans, 30% upon plan approval and project acceptance, 60% upon delivery of equipment, and 100% at completion.
4. Payment terms are net 30. Projects may be partially billed as per completion.
5. All pricing is good for 30 days unless market forces beyond our control dictate price increases.
6. New or modified utility services are to be coordinated with the local utility provider by others.
7. This price assumes that there are clear areas around the building to set all equipment.
8. No painting is included for the above installation.
9. No equipment protection, fencing, or bollards are included.
10. No sales tax is included in this proposal. If the customer fills out the attached North Carolina DOR "Form E-589CI, Affidavit of Capital Improvement", no sales tax will be added on the final invoice.

PRICING:

The total cost to complete the work scope listed above is\$21,650.00. (Intl.____)

Thank you for the opportunity to quote this work. If any clarification is required, please contact us. To accept this proposal, please initial the accepted proposals and return via email or fax a signed copy of this letter to us at 704-358-0747.

Sincerely,

UNITED MECHANICAL CORPORATION

Shawn Melton
smelton@unitedhvac.com

ACCEPTANCE AS A CAPITAL IMPROVEMENT PROJECT:

Signature: _____

Date: _____

Purchase Order: _____

ACCEPTANCE AS A NON-CAPITAL IMPROVEMENT PROJECT:

Signature: _____

Date: _____

Purchase Order: _____

Note 1: Capital Improvement Projects require the attached E-589CI form to be completed before work can start.

Note 2: Non-Capital Improvement Projects will have North Carolina State sales tax of 4.75% plus the applicable County sales tax added to the final invoice.

E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

A Owner, Lessee/Tenant, or Real Property Contractor

Address

City State Zip Code

B Real Property Contractor (General Contractor or Subcontractor) *Hired to perform capital improvement*

UNITED MECHANICAL CORPORATION

Address

2811 CENTRAL AVE

City State Zip Code

CHARLOTTE NC 28205

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed)

City

State Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)

C Real Property Contractor

Address

City State Zip Code

D Real Property Contractor or Subcontractor *Hired to perform capital improvement*

Address

City State Zip Code

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and a repair, maintenance, and installation service that is not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is **not an affidavit of tax paid** on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof.

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof.

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.