

Pool



### Tooele County Council Agenda Item Summary

**Department Making Request:**

Parks and Recreation

**Meeting Date:**

Feb. 15, 2022

**Mark Options That Apply:**

**Grant**  
*1 time*

**Contract**  
*1 yr. or less*

**Purchase**

Exp date: \_\_\_\_\_

**Grant**  
*With County Match*

**Contract**  
*More than 1 yr.*

Exp date: \_\_\_\_\_

**Budget Impact:**

**In Budget**

**Over Budget**

**Requested Amount:** \$ 262,562.00

**Item Title:** Pool Heaters

*Please answer the who? what? when? why?*

Sign contract with CEM for (2) 4 million BTU Heaters, remove old heaters, install 2 new heaters and provide training of staff within 9 weeks.

**List who needs copies when approved:**



Tooele County Agreement No. \_\_\_\_\_

## AGREEMENT

This Agreement (the "Agreement") is executed this 15 day of Feb, ~~2021~~<sup>2022</sup>, by and between Tooele County, with its principal office located at 47 South Main Street, Tooele, Utah 84047 (hereinafter referred to as the "County") and CEM Aquatics, a Utah business with its principal place of business at 3154 South Washington Street, Salt Lake County, Utah 84115 (hereinafter referred to as "Contractor").

## RECITALS

WHEREAS, the County needs to purchase heating systems and appurtenant equipment for installation and use at Deseret Peak Complex Pool located at 2930 UT Highway 112 Grantsville Utah (the "Facility"); and

WHEREAS, the County received a proposal from Contractor for removal of the old boilers and the purchase and installation of a new pool heating system and appurtenant equipment for use at the Facility's pool (the "Project"); and

WHEREAS, the County believes that the proposal received from CEM is reasonable; and

WHEREAS, the Contractor represents that is has expertise in the type of services that will be required for the Project; and

WHEREAS, the parties desire to set forth their respective rights and obligations in this Agreement.

## COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor mutually agree as follows:

1. **Purchase and Installation of the New Heating System and Appurtenant Equipment.** The County agrees to complete the Project in accordance with CEM's proposal dated February 2<sup>nd</sup> 2022 which is attached hereto as Exhibit A and incorporated herein by reference. Pursuant to the proposal, the Contractor shall provide and install the new heating system and appurtenant

equipment as described in the proposal and will remove any old equipment.

2. **Licenses.**

2.1.1. Contractor agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Utah, the and Tooele County, including but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the Contractor pursuant to this Agreement.

3. **Project Manager.** Contractor agrees to employ and designate before beginning the Project a qualified professional to serve as the Contractor's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the Contractor with respect to directing, coordinating, and administering all aspect of the Project to be provided and performed under this Agreement.

4. **Time.** The parties acknowledge and agree that the Project must be commenced as soon as possible. As such, both parties agree to take necessary steps to complete the Project as soon as practicable.

5. **Compensation.** Upon completion of the Project, the County will compensate Contractor not more than **Two Hundred Sixty Two Thousand Five Hundred Sixty Two Dollars and No Cents (\$262,562.00)** inclusive of all costs for the Project (Contract Price). Payment shall be made within thirty (30)days of the County's receipt of Contractor's invoice.

6. **Warranty.** Contractor warrants to the County that all parts and materials used will be of good quality and new unless otherwise required or permitted by the County and that all labor will be performed in a workmanlike manner and will be free from faults and defects. Contractor shall replace and repair any faults or defects that are due to a defect in materials or workmanship and which are discovered within two years after completion of the Project. This obligation is independent of any manufacturer's warranty that may apply to the Project. Any manufacturer's warranty information and documentation must be provided to the County before the Contract Price has been paid to the Contractor.

7. **Insurance.**

7.1. **Types.** The Contractor shall procure and maintain the following types of insurance for the duration of the Project. Any subcontractor hired by Contractor to perform work pursuant to the Agreement shall also meet these insurance requirements.

7.1.1. **Commercial General Liability.** Commercial General Liability ("CGL") insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage ("occurrence" form).

7.1.2. **Business Auto.** Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.



- 7.1.3. Workers' Compensation and Employer's Liability. Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.
- 7.2. Coverage Limits. The Contractor's required insurance shall have the following minimum coverage limits:
- 7.2.1. Commercial General Liability. \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement pursuant to the policy endorsement or the general aggregate limit shall be \$3,000,000.00.
- 7.2.2. Business Auto. \$2,000,000.00 combined single limit per accident for bodily injury and property damage.
- 7.2.3. Workers' Compensation and Employer's Liability. Workers' Compensation as required by the State of Utah and \$1,000,00.00 per accident for Employer's Liability.
- 7.3. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the County.
- 7.4. Policy Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
- 7.4.1. Additional Insured. The County, its officers, officials, employees and volunteers shall be listed as additional insured under the CGL, Business Auto and Umbrella policies. The coverage on said policies shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- 7.4.2. Primary Insurance. Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the County shall be excess of Contractor's insurance and shall not contribute with it.
- 7.4.3. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, employees and volunteers.

- 7.4.4. Separate Application. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.4.5. Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from Contractor's actions in performing (or failing to perform) this Agreement.
- 7.4.6. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County. If required insurance lapses, the County shall have the option of:
- 7.4.6.1. Purchasing the insurance on behalf of Contractor and deducting the insurance costs from the amount owed to Contractor; or
- 7.4.6.2. Terminating this Agreement.
- 7.5. Best's Rating. Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain the A-:VII or better rating for the entire term of this Agreement.
- 7.6. Subcontractors. The Contractor shall include any subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 7.7. Insurance Coverage. The County does not represent that the insurance coverage specified herein (whether in scope or amounts of coverage) is adequate to protect the obligations of Contractor or its subcontractors, and Contractor and its subcontractors shall be solely responsible for any deductibles and deficiencies thereof.
8. Termination. The County may terminate the Agreement, with or without cause, by giving thirty (30) days' written notice prior to the scheduled equipment installation date to the Contractor of the intent to terminate the Agreement (30-day notice period). If the County terminates the Agreement with or without cause after the 30-day notice period and prior to the completion of the Project, the County will pay to Contractor any amounts due for services performed up to the date the notice of termination is given to the Contractor.

9. **General Terms and Conditions.**

- 9.1. Indemnification. The Contractor shall indemnify, defend and hold harmless the County, its officials, officers, elected representatives, employees, and volunteers from and against all claims, damages, losses and expenses (including attorney's fees) and costs related arising out of or resulting from Contractor's acts or failures to act in performing this Agreement. The Contractor shall not be liable for the County's own negligent acts.
- 9.2. Compliance With Laws. The Contractor will comply with all applicable federal, state, county, and municipal laws and regulations which in any manner affect the services to be performed under this Agreement.
- 9.3. Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.
- 9.4. Utah Law. This Agreement shall be interpreted pursuant to the laws of the State of Utah.
- 9.5. Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- 9.6. Amendments. No oral modifications or amendment to this Agreement shall be effective, but this Agreement may be modified or amended by the parties' written agreement.
- 9.7. No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.
- 9.8. Entire Agreement. This Agreement and the exhibits constitute the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.
- 9.9. Time of the Essence. Time shall be of the essence of this Agreement.



**Contractor:**

Lynn Remund  
3145 South Washington Street  
Salt Lake County, Utah 84115  
501-485-6800  
Email: lynn@cemaquatics.com

- 9.10. Assignment. The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement.
- 9.11. Independent Contractor. Contractor is and shall at all times remain, as to County, a wholly independent contractor. Neither County nor any of its agents shall have control over the conduct of Contractor or its employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the County.
- 9.12. Binding Agreement. This Agreement is binding on the heirs, successors, administrators and assigns of each of the parties.
- 9.13. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part of provisions of this Agreement.
- 9.14. Electronic Signatures. Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such as a record, including facsimile or email electronic signatures.





# EXHIBIT A

Proposal

APPROVED TO FORM

Colin R. Winchester  
Deputy Tazewell County Attorney



February 4, 2022



**Attn: Tooele County Manager's Office**  
**47 South Main Street, Suite 300**  
**Tooele, UT, 84070**

**Re: DPC Pool Heaters Estimate**

Per your published request for pricing, we are submitting the following bid scope and price to install (2) new heaters for your existing outdoor swimming pool at the Deseret Peak Complex. Please note our scope assumptions below, which are based on your published RFP.

**Bidder's Information:**

- Federal Tax ID # is 87-0389710
  - State of Utah Business License # is 006486
  - State of Utah Contractor's License # is 714805-5501
  - State of Utah Cooperative \*Contract # is MA3620
- \*This contract allows us to provide any service, repair, maintenance or upgrades required at all Aquatic Facilities in Utah*

**Bid Price = \$262,562.00**

**Scope of Work:**

- Provide & install (2) commercial pool heaters that meet or exceed RFP listed specifications, efficiency, & maintenance requirements of the XTherm Ultra High Efficiency Commercial Pool Heater, Model P4005A, to provide adequate heat for the Deseret Peak seasonal swimming pool using Natural Gas
- Includes removal & proper disposal of existing (2) 5,000,000 BTU heaters
- Includes turnkey installation\* of (2) new heater units per the specifications set for the in the RFP, all venting/ ductwork required, all gas piping & connections required & all PVC plumbing connections required. *\*Price EXCLUDES electrical supply and connections to heaters. CEM will provide instruction to electrician on load requirements, number of circuits and final termination points as part of this proposal but no parts or labor.*
- Includes (2) year operational warranty on installation workmanship
- Includes training of Tooele County personnel on operation & maintenance of heaters, as well as providing manufacturer's operation, maintenance & parts manuals

**Schedule:**

- We can have the (2) heaters procured & installed for use within (9) weeks from date of award

Thank you for this opportunity. Please call me with any questions or to discuss this proposal in more detail.

Sincerely,

*Lynn Remund*

Lynn Remund  
[lynn@cemaquatics.com](mailto:lynn@cemaquatics.com)

CEM Aquatics

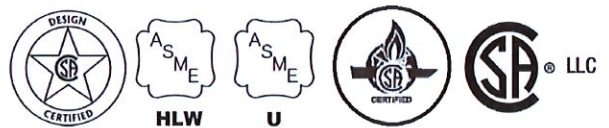


Product Submittal for XTherm®- Type P  
Pool Heater  
Model 4005

Date: 2-4-2022 Job: DCP Pool Heaters Location: Tooele County Utah  
Equipment Tags: N/A Engineer: N/A Contractor: CEM AQUATICS  
Model: P-4005 Notes: Heater rated up to 4500' elevation. DPC listed at 4430'  
Prepared by: Lynn Remund Indoor  Outdoor  Gas Type: Natural Gas  Propane

The XTherm combines the proven capability of a finned cupronickel heat exchanger with a stainless steel condensing heat exchanger to maximize thermal efficiency and provide long-term reliability.

- 97% thermal efficiency at full rate
- 100% factory fire-tested
- VERSA IC® integrated controller with 7" color touchscreen display
- Raymote™ remote connectivity provided standard
- Full safety diagnostics with history
- Status display lights
- Cascade up to 8 heaters – no external sequencer required
- Maximum water setpoint: 106°F (41°C)
- Minimum inlet water temperature: 50°F (10°C)
- Maximum pool setpoint: 106°F (41°C) (104°F (40°C) default))
- Limited 25-year thermal shock warranty
- Limited 5-year primary heat exchanger warranty
- Limited 10-year secondary heat exchanger warranty
- On/off operation
- BAAQMD Rule 9-7 certified, Ultra-Low NOx < 30 ppm
- Primary/secondary plumbing mandatory for proper operation
- Proudly assembled in the USA





**Features and Options**

**Heat Exchanger**

- Bronze headers
- ASME HLW stamped; 160 PSIG MAWP
- National board registered
- Fin tubing
  - Copper (standard)
  - A-3 Cupronickel
- ASME powder-coated tube sheet
- Silicone high-temp O-rings
- ASME pressure relief valve
  - 125 PSIG (standard)
  - \_\_\_\_\_ PSIG (optional)
- Air bleed valve, manual (2)
- T&P gauge
- Four-pass primary heat exchanger
- Secondary stainless steel condensing heat exchanger - U stamped
- Stainless steel evaporator plate
- Boiler pump: bronze, 120V, 1Ø, 60Hz
- Water hardness: \_\_\_\_\_ GPG

**Power**

- 208V, 60Hz, 1Ø, power supply (standard)
- 240V, 60Hz, 1Ø, power supply (field wiring)

**Control**

- VERSA IC® 7" (178 mm) color HD touchscreen display
- Raymote™ Wi-Fi remote connectivity
- Cascade up to 8 heaters
- Cascade interstage delay settings
- Ignition Module
  - 3-Try (standard)
  - C-6 Single-try
- Remote flame sensor
- High limit, manual reset, fixed, 150°F
- 240/120V, 60Hz, transformer
- 240/24V, 60Hz, transformer
- On/Off power switch
- Flow switch
- Blocked vent pressure switch
- Freeze protection
- Alarm dry contact

- High gas pressure switch
- Pump outputs - pilot duty
  - Injection pump
  - System
- Programmable pump time delays
- Water temperature sensors 10kΩ (2 mtd, 1 loose, 1 well)
- Sensor wells
  - Shipped loose (2)
- Cold water protection
- Modbus RTU BMS Port (Up to 115K baud rate, see installation and operating manual, P/N 241515)
  - B-85 BMS Gateway, Modbus RTU to Modbus TCP, N2 Metasys, BACnet IP, or BACnet MS/TP
  - B-86 BMS Gateway, Modbus RTU to LonWorks

**Burner**

- Hot surface ignition (HSI)
- Radially-fired knitted burner

**Gas Train**

- Fuel
  - Natural gas
  - Propane (minimum grade HD-5)
- Dual-seat combination valve
- Manual shutoff firing valve

**Construction**

- Indoor/outdoor construction
- Enclosed front controls
- PolyTuf powder-coat finish
- Rear connections (water, gas, vent, electrical, combustion air)
- Combustion air filter
- Front connection - low-voltage wiring
- Design certified ANSI Z21.56/CSA 4.3

**Venting, cat IV**

- D-11 Outdoor stack
- D-15 Vent termination, cap (horizontal)
- D-19 Flue exhaust termination cap adapter
- D-23 Flue exhaust vent support
- D-33 Adapter, Centrotherm™ polypro (shipped loose)
- D-37 Motorized combustion air damper

**Options**

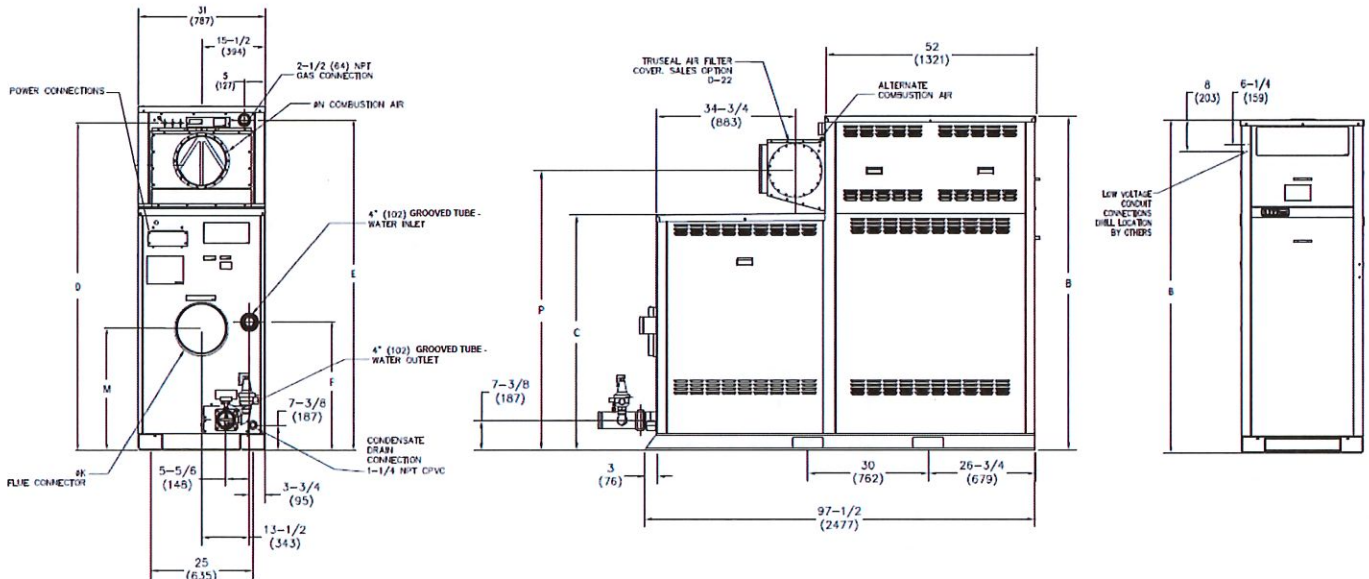
- E-5 Boiler alarm with bell
- F-10 Low water cut-off (remote)
- I-14 High limit, auto reset, 180°F max
- I-20 High limit, manual reset, 180°F max
- M-1 Safety valve, motorized
- M-10 Safety valve, solenoid
- M-15 Safety valve, (requires M-1 or M-10)
- S-1 Low gas pressure switch, manual reset
- S-2 High gas pressure switch, manual reset
- Z-9 Thermometer (shipped loose)
- Z-12 Condensate neutralizer

**Additional options or accessories**

\_\_\_\_\_

**Pumps (optional)**

\_\_\_\_\_



Model (P-)	MBTUH (kW)		Dimensions - Inches (mm)									Approx. Shipping Weight - lbs. (kg)
	Input	Output	B	C	D	E	F	K Flue	M	N C/A	P	
□ 2505	2501 (733)	2426 (711)	68-1/4 (1733.6)	43-1/2 (1104.9)	64-1/8 (1628.8)	65 (1651)	21-1/4 (539.8)	10	18-1/2 (469.9)	10	54-5/8 (1387.5)	2656 (1204.7)
□ 3005	3000 (879.2)	2910 (852.8)	73-1/4 (1860.6)	48-1/2 (1231.9)	69-1/8 (1755.8)	70 (1778)	26-1/4 (666.8)	10	23-1/2 (596.9)	10	59-1/2 (1511.3)	2775 (1258.7)
□ 3505	3500 (1025.7)	3395 (995)	78-1/4 (1987.6)	53-1/2 (1358.9)	74 (1879.6)	75 (1905)	31-1/4 (793.8)	10	28-1/2 (723.9)	12	64-3/4 (1644.7)	2925 (1326.8)
■ 4005	4000 (1172.3)	3880 (1137.1)	83-1/4 (2114.6)	58-1/2 (1485.9)	79 (2006.6)	80 (2032)	31 (787.4)	12	29-1/4 (742.9)	12	69-5/8 (1768.5)	3058 (1387.1)

Ratings shown apply to elevations up to 4,500 ft. De-rate above 4,500 ft; consult factory.

CLEARANCES		
Heater Side	Minimum Clearances from Combustible Surfaces in. (mm)	Minimum Service Clearance in. (mm)
Front	Open	30" (762)
Rear	12" (305)	36" (914)
Right Side	1" (25)	24" (610)
Left Side	1" (25)	1" (25)
Top (Outdoor)	0	10" (254)
Floor*	0	0
Vent	1" (25)	1" (25)

\*DO NOT install on carpeting

Model (P-)	Amp Draw*	Internal Heater Pump		External Injection Pump	
		HP	Amp Draw*	HP	Amp Draw*
□ 2505	14	1.5	8.2	0.5	7.0
□ 3005	20	1.5	8.2	0.75	11
□ 3505	23	1.5	8.2	1.0	14
■ 4005	32	3.0	16	1.0	14

\*Amp draw is for heater only and does not include pumps or accessories. Pumps are 240VAC/1PH. External injection pump ships loose for field installation.

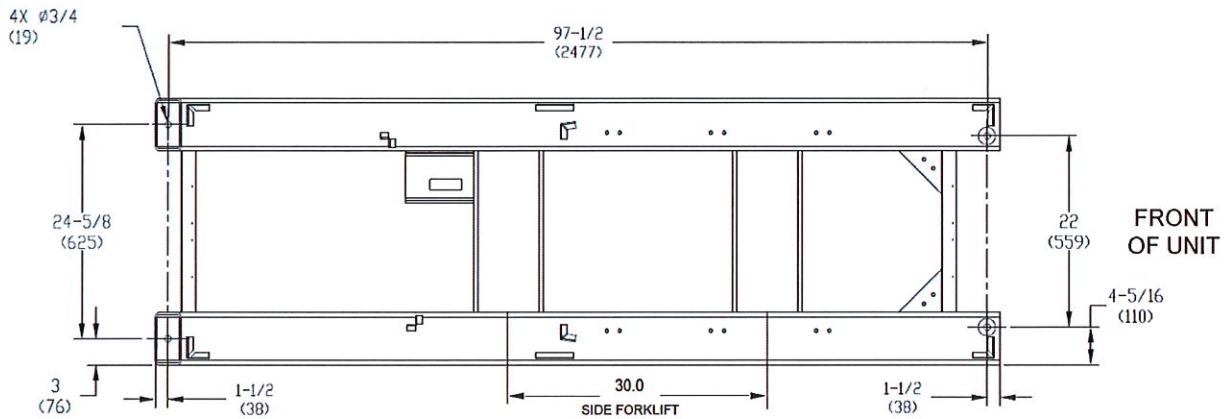
NOTE: Primary/Secondary plumbing arrangement is mandatory for proper operation.



Performance capacity for injection pump, operating at full rate													
System Return Temp. (°F)	■ Model 2505				■ Model 3005			■ Model 3505			■ Model 4005		
	Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.		Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.	Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.	Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.
			3"	4"			4"			4"			
60	144	57	230	450	146	66	110	148	76	100	144	90	100
80	144	74	230	450	146	86	110	148	98	100	144	119	100
100	144	108	230	450	146	124	110	148	139	100	144	173	100

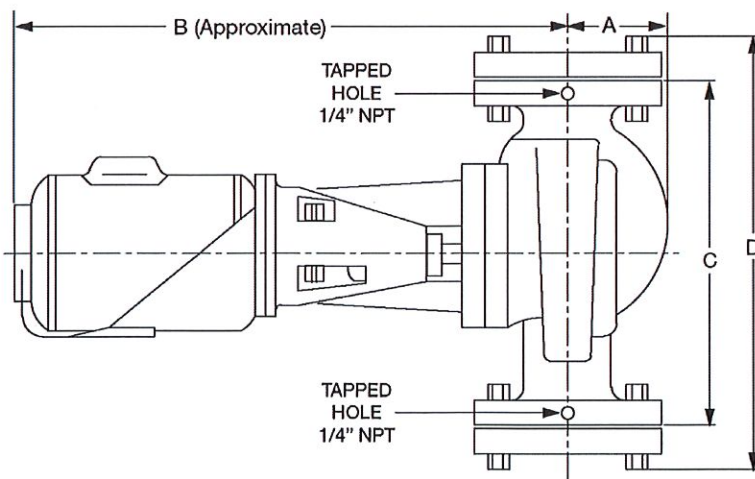
High fire conditions.  
This chart represents performance capacity for injection pump as provided with the unit. Pipe size is determined by velocity not to exceed 7.5 feet per second.

### Base Anchor Bolt Pattern



Dimensions are shown in inches (mm).

### External Injection Pump - Field-Installed on Inlet Piping



Model (P-)	Dimensions - Inches (mm)			
	A	B	C	D
■ 2505		19 (483)		
□ 3005	3-5/8 (92)	21 (533)	16-1/2 (419)	19-1/2 (495)
□ 3505		19 (482.6)		
■ 4005				

2-1/2" NPT flanges included.





February 4, 2022



**Attn:** Tooele County Manager's Office  
47 South Main Street, Suite 300  
Tooele, UT, 84070  
**Re:** DPC Pool Heaters Estimate

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**Schedule:**

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Sincerely,

*Lynn Remund*

Lynn Remund  
[lynn@cemaquatics.com](mailto:lynn@cemaquatics.com)

CEM Aquatics



February 4, 2022



**Attn: Tooele County Manager's Office**  
47 South Main Street, Suite 300  
Tooele, UT, 84070

**Re: DPC Pool Heaters – Statement of Qualifications**

CEM Aquatics has been working in the commercial pool and spa industry for over 40 years. Originally functioning as an equipment supplier to the commercial pool industry, we then acquired our own contractor's license in 2002 and immediately began working as a commercial pool contractor, both building pools and installing new pool equipment across the U.S. We still represent - and are suppliers for - many respected product lines within the pool industry. We currently licensed as a commercial pool contractor in 10+ states across the U.S., and have opened offices on both the east and west coast to meet the needs of our client base. Our company offerings to our clients are three fold; 1) new construction of aquatic facilities and resorts; 2) equipment service and maintenance at existing aquatic facilities; and 3) new equipment upgrades and installations at existing aquatic facilities.

- **Federal Tax ID # is 87-0389710**
- **State of Utah Business License # is 006486**
- **State of Utah Contractor's License # is 714805-5501**
- **State of Utah Cooperative \*Contract # is MA3620**

\*This contract allows us to provide any service, repair, maintenance or upgrades required at all Aquatic Facilities in Utah

**Our Key Personnel in our Construction & Installation Division are as Follows:**

**Craig Nielsen: Owner, President, New Business Development**

Responsibilities: Craig works closely with owners (profit, non-profit, government entities), architects and general contractors in pursuing and creating new business opportunities within the pool construction industry. He works to develop and maintain critical relationships within the vendor and supply chain industry to increase our ability to bring the best pool equipment available to our clients, on time and on budget. He works to expand our footprint within the industry and diversify our company offerings to our clients.

**Lynn Remund: Vice President, Client Service & Warranty Manager**

Responsibilities: Lynn is personally involved in many facets of CEM Aquatics. He works closely with owners during preconstruction phase to ensure client and facility needs are addressed appropriately during the planning and design phase. He ensures the equipment specified and installed is in line with current state codes and regulations. He oversees final commissioning of all pool equipment, as well as training of the owner's staff. He manages client relations during the warranty period. He has overseen projects ranging from \$50,000 to \$4,000,000. Over 25 years w/ CEM.

**Dean Langston: Construction Manager, General Superintendent**

Construction Responsibilities: Dean works closely with our site foreman and crews keeping them on track and in accordance with construction documents. He oversees all activity on site performed by our company. He ensures that all equipment installed is per the design and specifications of the project, and up to code. Site safety is his top priority and he does all he can to prevent accidents on site. He works closely with clients regarding project scheduling, product procurement and inspecting our foreman's work on site. He has overseen project ranging from \$50,000 to \$4,000,000. Over 20 years w/ CEM.





**Tim Garner: Project Estimator, Project Manager, New Business Development**

Responsibilities: Tim works closely with clients (profit, non-profit, government entities), architects & general contractors during project conception, design development and bidding / negotiation to accurately forecast project costs and schedules. He works closely with clients during the preconstruction and design phases. He works closely with the Construction Manager through the construction phase coordinating submittals, product procurement, O & M's. He has overseen project ranging from \$50,000 to \$4,000,000. Over 20 years w/ CEM.

**Our Relevant & Recent Project Experience:**

- Orem Family Fitness Center – Orem, UT;
  - One Natural Gas Heater, Supplied & Installed in 2022
  - 1 Million BTU's
- Scera Park – Orem, UT
  - Four Natural Gas Heaters, Supplied & Installed in 2021
  - 10 Million total BTU's
- High Star Ranch – Kamas, UT
  - Two Natural Gas Heaters, Supplied & Installed in 2020
  - 2 Million BTU's
- Red Ledges Club – Heber City, UT
  - Two Natural Gas Heaters, Supplied & Installed in 2019
  - 3.5 Million total BTU's

Thank you for this opportunity. Please call me with any questions or to discuss any of this information provided above.

Sincerely,

Lynn Remund  
lynn@cemaquatics.com


CEM Aquatics  
801-485-6800



Attachment A

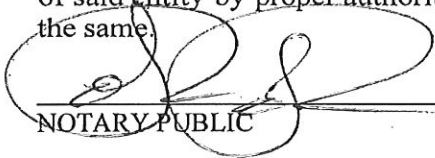
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID

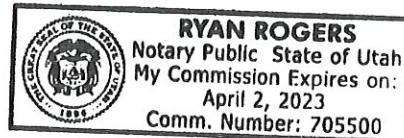
Lynn Remund, being first duly sworn, deposes and says that he or she is  
Project Manager of CEM Aquatics, the party making the foregoing bid.  
The bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a  
Tooele County officer or employee or former Tooele County officer or employee, or his or her  
relative or business entity; 2) retained any person to solicit or secure this contract upon an  
agreement or understanding for a commission, percentage, brokerage or contingent fee, other than  
as exempted in the County conflict of interest ordinance; or 3) knowingly influenced (and hereby  
promises that it will not knowingly influence) a Tooele County officer or employee or former Tooele  
County officer or employee to breach any of the ethical standards set forth in the county conflict of  
interest ordinance, title 1, chapter 11 of the Tooele County code.

Responsible Managing Officer   
Title Vice President  
Organization CEM Aquatics  
Address 3154 Washington Street Salt Lake City Utah 84115

STATE OF Utah  
COUNTY OF Salt Lake :SS

On this 3rd day of February, 2021, personally appeared before me, Lynn Remund  
who being by me duly sworn did say that he or she is the Vice President  
of CEM Aquatics, and that the foregoing instrument was signed in behalf  
of said entity by proper authority, and he or she acknowledged to me that said entity executed  
the same.

  
NOTARY PUBLIC







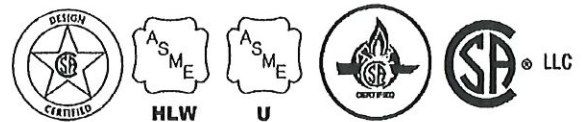
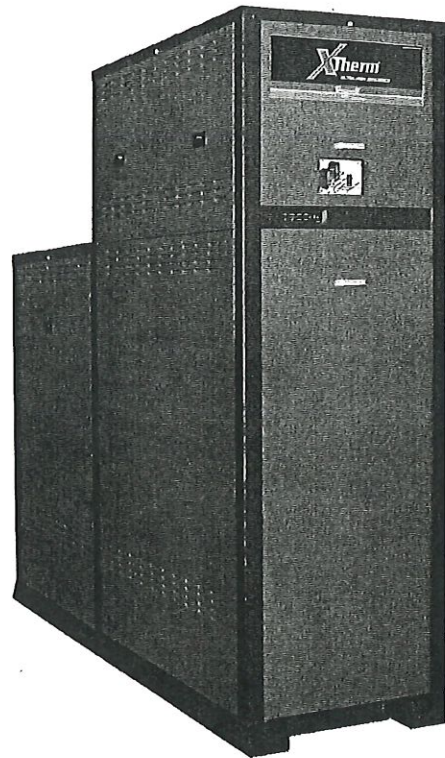


Product Submittal for XTherm®- Type P  
Pool Heater  
Model 4005

Date: 2-4-2022 Job: DCP Pool Heaters Location: Tooele County Utah  
Equipment Tags: N/A Engineer: N/A Contractor: CEM AQUATICS  
Model: P-4005 Notes: Heater rated up to 4500' elevation. DPG listed at 4430'  
Prepared by: Lynn Remund Indoor  Outdoor  Gas Type: Natural Gas  Propane

The XTherm combines the proven capability of a finned cupronickel heat exchanger with a stainless steel condensing heat exchanger to maximize thermal efficiency and provide long-term reliability.

- 97% thermal efficiency at full rate
- 100% factory fire-tested
- VERSA IC® integrated controller with 7" color touchscreen display
- Raymote™ remote connectivity provided standard
- Full safety diagnostics with history
- Status display lights
- Cascade up to 8 heaters – no external sequencer required
- Maximum water setpoint: 106°F (41°C)
- Minimum inlet water temperature: 50°F (10°C)
- Maximum pool setpoint: 106°F (41°C) (104°F (40°C) default))
- Limited 25-year thermal shock warranty
- Limited 5-year primary heat exchanger warranty
- Limited 10-year secondary heat exchanger warranty
- On/off operation
- BAAQMD Rule 9-7 certified, Ultra-Low NOx < 30 ppm
- Primary/secondary plumbing mandatory for proper operation
- Proudly assembled in the USA







## Product Submittal for XTherm® - Type P

Job: DPC POOL HEATERS

### Features and Options

#### Heat Exchanger

- Bronze headers
- ASME HLW stamped; 160 PSIG MAWP
- National board registered
- Fin tubing
  - Copper (standard)
  - A-3 Cupronickel
- ASME powder-coated tube sheet
- Silicone high-temp O-rings
- ASME pressure relief valve
  - 125 PSIG (standard)
  - \_\_\_ PSIG (optional)
- Air bleed valve, manual (2)
- T&P gauge
- Four-pass primary heat exchanger
- Secondary stainless steel condensing heat exchanger - U stamped
- Stainless steel evaporator plate
- Boiler pump: bronze, 120V, 1Ø, 60Hz
- Water hardness: \_\_\_\_\_ GPG

#### Power

- 208V, 60Hz, 1Ø, power supply (standard)
- 240V, 60Hz, 1Ø, power supply (field wiring)

#### Control

- VERSA IC® 7" (178 mm) color HD touchscreen display
- Raymote™ Wi-Fi remote connectivity
- Cascade up to 8 heaters
- Cascade interstage delay settings
- Ignition Module
  - 3-Try (standard)
  - C-6 Single-try
- Remote flame sensor
- High limit, manual reset, fixed, 150°F
- 240/120V, 60Hz, transformer
- 240/24V, 60Hz, transformer
- On/Off power switch
- Flow switch
- Blocked vent pressure switch
- Freeze protection
- Alarm dry contact

- High gas pressure switch
- Pump outputs - pilot duty
  - Injection pump
  - System
- Programmable pump time delays
- Water temperature sensors 10kΩ (2 mtd, 1 loose, 1 well)
- Sensor wells
  - Shipped loose (2)
- Cold water protection
- Modbus RTU BMS Port (Up to 115K baud rate, see Installation and operating manual, P/N 241515)
  - B-85 BMS Gateway, Modbus RTU to Modbus TCP, N2 Metasys, BACnet IP, or BACnet MS/TP
  - B-86 BMS Gateway, Modbus RTU to LonWorks

#### Burner

- Hot surface ignition (HSI)
- Radially-fired knitted burner

#### Gas Train

- Fuel
  - Natural gas
  - Propane (minimum grade HD-5)
- Dual-seat combination valve
- Manual shutoff firing valve

#### Construction

- Indoor/outdoor construction
- Enclosed front controls
- PolyTuf powder-coat finish
- Rear connections (water, gas, vent, electrical, combustion air)
- Combustion air filter
- Front connection - low-voltage wiring
- Design certified ANSI Z21.56/CSA 4.3

#### Venting, cat IV

- D-11 Outdoor stack
- D-15 Vent termination, cap (horizontal)
- D-19 Flue exhaust termination cap adapter
- D-23 Flue exhaust vent support
- D-33 Adapter, Centrotherm™ polypro (shipped loose)
- D-37 Motorized combustion air damper

#### Options

- E-5 Boiler alarm with bell
- F-10 Low water cut-off (remote)
- I-14 High limit, auto reset, 180°F max
- I-20 High limit, manual reset, 180°F max
- M-1 Safety valve, motorized
- M-10 Safety valve, solenoid
- M-15 Safety valve, (requires M-1 or M-10)
- S-1 Low gas pressure switch, manual reset
- S-2 High gas pressure switch, manual reset
- Z-9 Thermometer (shipped loose)
- Z-12 Condensate neutralizer

#### Additional options or accessories

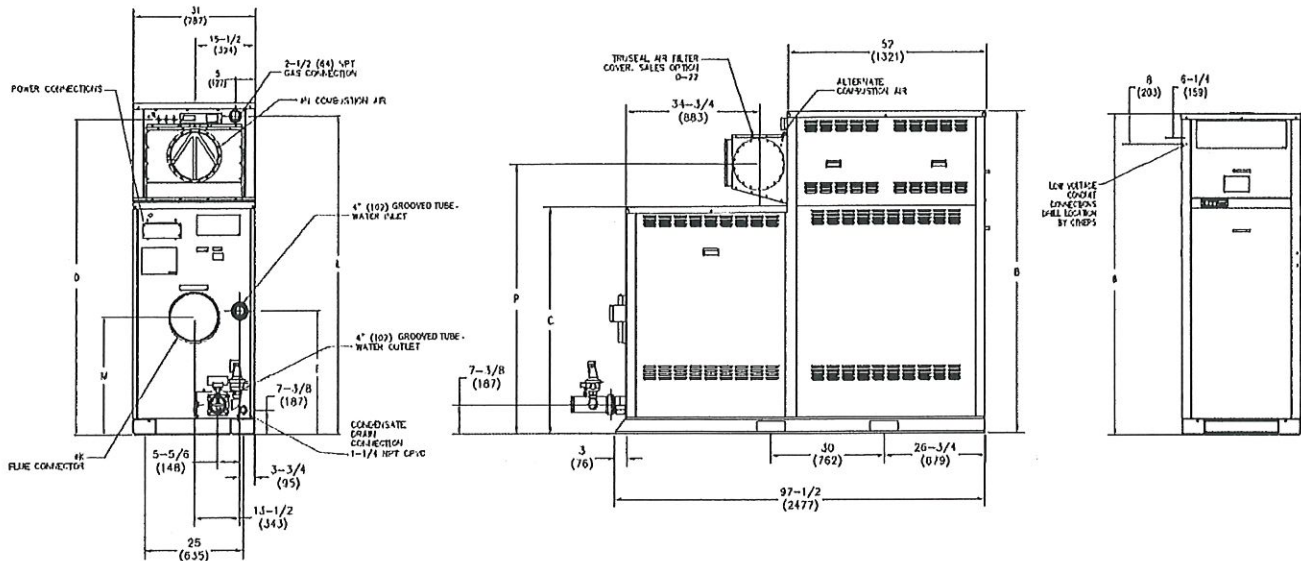
\_\_\_\_\_

#### Pumps (optional)

\_\_\_\_\_







Model (P-)	MBTUH (kWh)		Dimensions - Inches (mm)									Approx. Shipping Weight - lbs. (kg)
	Input	Output	B	C	D	E	F	K Flue	M	N C/A	P	
<input type="checkbox"/> 2505	2501 (733)	2426 (711)	68-1/4 (1733.6)	43-1/2 (1104.9)	64-1/8 (1628.8)	65 (1651)	21-1/4 (539.8)	10	18-1/2 (469.9)	10	54-5/8 (1387.5)	2656 (1204.7)
<input type="checkbox"/> 3005	3000 (879.2)	2910 (852.8)	73-1/4 (1860.6)	48-1/2 (1231.9)	69-1/8 (1755.8)	70 (1778)	26-1/4 (666.8)	10	23-1/2 (596.9)	10	59-1/2 (1511.3)	2775 (1258.7)
<input type="checkbox"/> 3505	3500 (1025.7)	3395 (995)	78-1/4 (1987.6)	53-1/2 (1358.9)	74 (1879.6)	75 (1905)	31-1/4 (793.8)	10	28-1/2 (723.9)	12	64-3/4 (1644.7)	2925 (1326.8)
<input checked="" type="checkbox"/> 4005	4000 (1172.3)	3880 (1137.1)	83-1/4 (2114.6)	58-1/2 (1485.9)	79 (2006.6)	80 (2032)	31 (787.4)	12	29-1/4 (742.9)	12	69-5/8 (1768.5)	3058 (1387.1)

Ratings shown apply to elevations up to 4,500 ft. De-rate above 4,500 ft; consult factory.

CLEARANCES		
Heater Side	Minimum Clearances from Combustible Surfaces In. (mm)	Minimum Service Clearance In. (mm)
Front	Open	30" (762)
Rear	12" (305)	36" (914)
Right Side	1" (25)	24" (610)
Left Side	1" (25)	1" (25)
Top (Outdoor)	0	10" (254)
Floor*	0	0
Vent	1" (25)	1" (25)

\*DO NOT install on carpeting

Model (P-)	Amp Draw*	Internal Heater Pump		External Injection Pump	
		HP	Amp Draw*	HP	Amp Draw*
<input type="checkbox"/> 2505	14	1.5	8.2	0.5	7.0
<input type="checkbox"/> 3005	20	1.5	8.2	0.75	11
<input type="checkbox"/> 3505	23	1.5	8.2	1.0	14
<input checked="" type="checkbox"/> 4005	32	3.0	16	1.0	14

\*Amp draw is for heater only and does not include pumps or accessories. Pumps are 240VAC/1PH. External injection pump ships loose for field installation.

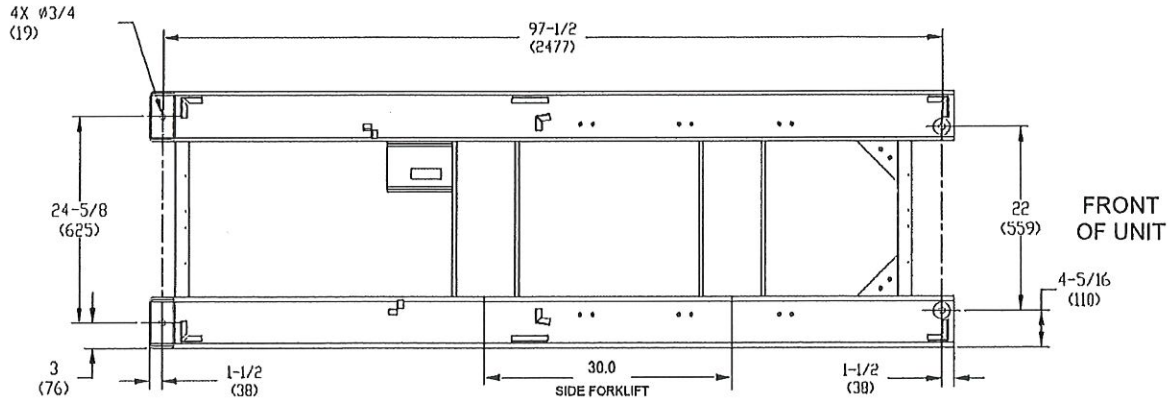
NOTE: Primary/Secondary plumbing arrangement is mandatory for proper operation.



Performance capacity for Injection pump, operating at full rate													
System Return Temp. (°F)	■ Model 2505				■ Model 3005			■ Model 3505			■ Model 4005		
	Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.		Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.	Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.	Supply Temp. (°F)	Flow (GPM)	Pipe Max Equiv. Ft.
			3"	4"			4"			4"			4"
60	144	57	230	450	146	66	110	148	76	100	144	90	100
80	144	74	230	450	146	86	110	148	98	100	144	119	100
100	144	108	230	450	146	124	110	148	139	100	144	173	100

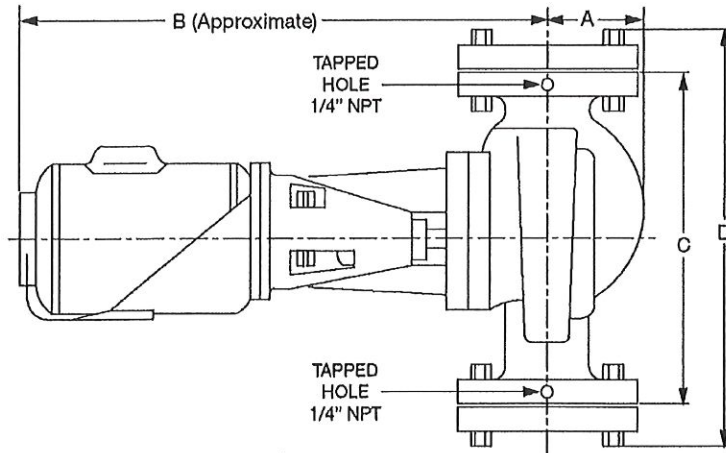
High fire conditions.  
 This chart represents performance capacity for injection pump as provided with the unit. Pipe size is determined by velocity not to exceed 7.5 feet per second.

### Base Anchor Bolt Pattern



Dimensions are shown in inches (mm).

### External Injection Pump - Field-Installed on Inlet Piping



Model (P-)	Dimensions - Inches (mm)			
	A	B	C	D
■ 2505		19 (483)		
□ 3005	3-5/8 (92)	21 (533)	16-1/2 (419)	19-1/2 (495)
□ 3505		19 (482.6)		
■ 4005				

2-1/2" NPT flanges included.

