



**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE: JANUARY 18, 2024**

**MOTION NUMBER: 5-1-18-2024**

**MOTION: APPROVE POOL SAND FILTER \$55,000 PROJECT COST**

I move that the Heather Gardens Metropolitan District Board of Directors approve the Request for Capital Expenditure, in the amount of \$55,000 including installation, removal of the old equipment, and all other necessary services for the new pool filter to function, including a Change Order reserve of \$5,800.96 with a contract amount of \$49,193.04. CEM is the contractor.

**ECONOMIC COST TO THE DISTRICT: \$55,000  
APPROPRIATED BY: CAPITAL RESERVES**

Motion by: Rita Effler

Second by: Eloise Laubach

Rationale: The installation of a new sand filter will negate the twice annual draining and cleaning of the pool. It will replace a labor-intensive filter system with a more economical operation. Maintenance reports that the 12 year old system is obsolete with parts unavailable for repair.

Debate: \_\_\_\_\_

Secondary Motion to : \_\_\_\_\_

Secondary Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_

**VOTE:**

	Yes	No		Yes	No
Craig Baldwin	✓				
Rita Effler	✓				
Eloise Laubach	✓				
Robin O'Meara	✓				
Daniel Taylor					
Total	4	0			

The secondary motion does/does not have a majority and passes/fails.  
The main motion does/does not have a majority and passes/fails.

Robin O'Meara  
Robin O'Meara, Secretary  
HGMD Board of Directors

Daniel Taylor  
Daniel J. Taylor, President  
HGMD Board of Directors

ATTACHMENT 2

## HEATHER GARDENS ASSOCIATION & DISTRICT REQUEST FOR CAPITAL EXPENDITURE

PROJECT: Replace the Heather Gardens Clubhouse Indoor Pool Filter with a New Sand Filter

DEPT: Contracts

DATE: 12/13/23

<b>BUDGET</b>	<b>Budget Amount:</b> \$ 55,000	<b>Contract Amount:</b> \$49,193.04	
Year: 2023	<b>Expended YTD:</b> \$	<b>Change Order Res.:</b> \$5,806.96	
Tab:	<b>Unexpended Balance:</b> \$	<b>Total Project Cost:</b> \$55,000.00	
Page:		<b>Add. Funds Requested:</b>	

**DESCRIPTION:** Remove and dispose of the existing Nemato Diatomaceous Earth (DE) Filter at the Clubhouse Indoor Pool and Replace it with a Neptune Benson - Odyssey Horizontal Sand Filter. The new sand filter includes #50 sand and #20 silica. This project also includes removing the PVC pipe associated with the filter and replacing with new.

**JUSTIFICATION:** (Attach backup material as required)

The current Nemato Diatomaceous Earth Filter was installed in 2012 and has multiple internal components that need to be replaced at this time. Nemato Corp. has since gone out of business, making parts no longer available. The current DE filter requires a lot of time from HG Maintenance personnel to maintain and keep in good working order. Installing a sand filter will significantly reduce the amount of time HG maintenance personnel will need to spend to keep the pool filter working at an optimal level. In addition, replacing the DE filter with a sand filter is more cost effective then replacing it with another DE filter. The cost savings in switching to a sand filter is \$19,223.

**BID COMPARISON:** (If required, summarize, or attach separate schedule.)

CEM Sales and Service: **\$49,193.04**  
 Colorado Mechanical: **\$47,330.00**  
 Long Mechanical: **No Bid Received**

**RECOMMENDATION:**

The recommendation is to contract with CEM Sales and Services to replace the Clubhouse Indoor Pool filter even though CEM is \$1,863.04 higher in cost. CEM specializes in pool repairs and component replacements whereas the other vendor specializes in mechanical work. CEM is the Neptune Benson representative in CO and work directly with them on all their equipment sales. CEM technicians are factory trained on all of Neptune Benson product offerings. The cost for CEM to remove and replace the existing filter with a new sand filter is \$49,193.04. We are requesting an additional \$5,806.96 in change order reserve funds to cover the cost of unforeseen issues to complete the project. This project is not to exceed \$55,000 without prior HGMD Board approval.

1. Dept. Head 	2. CFO	3. CEO	4. Dept. Chair	5. B&F Committee	6. HGA or HGMD President
<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur <input type="checkbox"/> Concur with Justification	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur	<input type="checkbox"/> Concur <input type="checkbox"/> Non-concur

HGA – April 18, 2023

HGMD – April 20, 2023

JPM B-1



3820 S Federal Blvd  
 Sheridan, CO 80110  
 (303) 762-9470  
 www.cemsales.com

# Quote / Estimate

Date	Quote #
12/13/2023	11162155

<b>Name / Address</b>
Heather Gardens 2888 S. Heather Gardens Way Aurora, CO 80014

<b>Ship To</b>
Heather Gardens 2877 S. Heather Gardens Way Door #2 Aurora, CO 80014 attn: Jon

<b>TERMS</b>	<b>ENTERED BY</b>	<b>CEM PO</b>	<b>CUSTOMER PO</b>
Net 30	Joe		

Item	Description	Qty	Cost	Total
NB 42048SHFFG...	Horizontal Sand Filter Replacement FILTER FG HZ ODYSSEY 42048SHFFG-4D	1	24,000.00	24,000.00T
UN-Sand 50#	Filter Sand, 50#, #20 silica	44	16.66	733.04T
Plumbing Parts	PVC Parts and Plumbing Material	1	5,600.00	5,600.00T
Labor - Installation	Remove old Atlas filter and replace with new Neptune Benson Horizontal Sand Filter	1	14,560.00	14,560.00
Shipping	Estimated Shipping		4,300.00	4,300.00

**Quote / Estimate Notes**

Pricing is valid for 30-days. Pricing does not include anything not called out above. Pricing does not include shipping/freight. A deposit of up to 50% may be required for certain equipment and projects. Please do not pay using this quote; an invoice will be sent. If your terms are COD, payment in full is required before ordering any equipment or performing any work. Thank you for the opportunity.

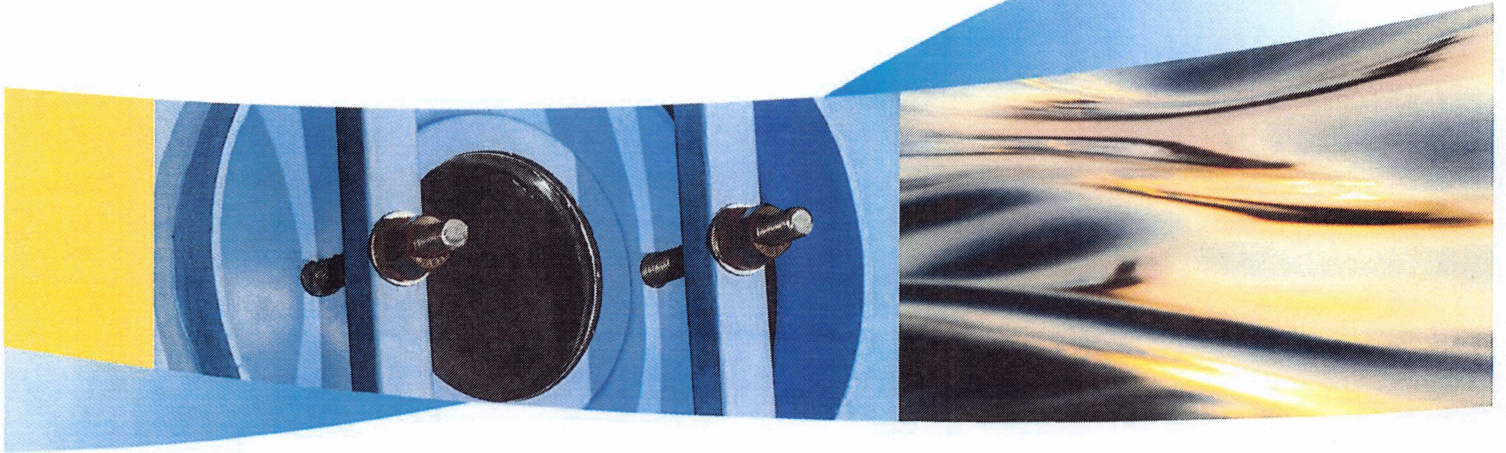
<b>Subtotal</b>	\$49,193.04
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$49,193.04

**ESTIMATE  
APPROVAL**

Signature

Printed Name

Date



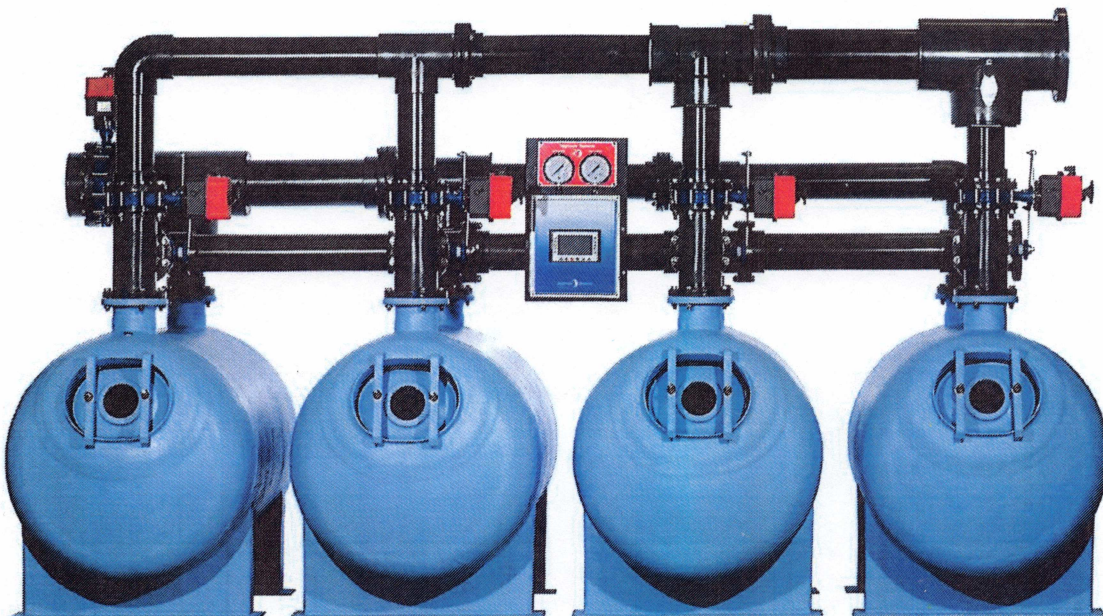
## ODYSSEY

### HIGH RATE SAND FILTRATION WITH TOP TANK CONNECTIONS

The Odyssey is a high rate sand filtration system utilizing top tank connections in order to reduce space constraints in applications with limited installation footprints. It also incorporates a clear manway cover to allow visibility into the tank and includes Neptune-Benson's automatic programmer to simplify the backwash process.

### Features

- Front Manway for easier access
- Top connections for reduced footprint
- NSF Std 50 listed
- Hydraulically designed non-clogging overdrain laterals
- Automatic backwash programmer for up to six (6) tanks in series
- Differential Pressure Monitoring and Bump Control
- Available up to 100 psi operating pressure



## WHEN SPACE IS AT A PREMIUM

Neptune-Benson's Odyssey filters provide a flexible solution for projects with limited space. This includes renovations or retrofitted projects. With tank top facepiping and forward facing manway covers, Odyssey can fit into spaces traditional sand filters simply can't.

For projects with even tighter space restrictions we also offer Defender Regenerative Media Filters with a space saving vertical design, improved water quality, and reduced water consumption.

### ODYSSEY SIZES/CONFIGURATIONS

Model #	Tank Connection Size	Filter Area	Recommended Flow Rate Range	Filter Rate	Tank Shipping Weight	Operating Weight
	inches	ft <sup>2</sup>	gpm	gpm/ft <sup>2</sup>	lbs	lbs
(*)4248SHFFG-D	4	17.9	90-358	5-20	478	5354
(*)4260SHFFG-D	4	21.4	107-342	5-16	562	6208
(*)4260SHFFG-D	6	21.4	364-428	17-20	562	6208
(*)4272SHFFG-D	4	24.9	125-349	5-14	604	7216
(*)4272SHFFG-D	6	24.9	374-498	15-20	604	7216
(*)4284SHFFG-D	4	28.4	142-341	5-12	653	8223
(*)4284SHFFG-D	6	28.4	369-568	13-20	653	8223
(*)4848SHFFG-D	4	22.3	112-357	5-16	622	7136
(*)4860SHFFG-D	4	26.3	132-342	5-13	773	9605
(*)4860SHFFG-D	6	26.3	368-526	14-20	773	9605
(*)4872SHFFG-D	6	34.3	172-686	5-20	817	11039
(*)4884SHFFG-D	6	38.3	192-766	5-20	715	10120
(*)6048SHFFG-D	6	30.8	154-616	5-20	841	12460
(*)6060SHFFG-D	6	35.8	179-716	5-20	918	14473
(*)6072SHFFG-D	6	40.8	204-816	5-20	1010	16501
(*)6084SHFFG-D	6	45.8	229-779	5-17	1082	18510

**Note:** All dimensions are based on fiberglass construction.

Available in 50, 75 & 100 psi working pressure hydrostatically tested to 1.1 x working pressure and designed with a 4:1 safety factor.

Consult Neptune-Benson for dimensional verification on custom fabricated vessels.

All tanks include air relief and drain connections.

(\*) Denotes quantity of tanks.

Tank shipping weight includes manifold & internals.



6 Jefferson Drive, Coventry RI 02816

+1 (800) 832-8002 (toll-free) +1 (401) 821-2200 (toll) [www.neptunebenson.com](http://www.neptunebenson.com) [www.evoqua.com](http://www.evoqua.com)

ODYSSEY is a trademark of Evoqua, its affiliates and subsidiaries in some countries.

All information presented herein is believed reliable and in accordance with accepted engineering practices. Evoqua makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Evoqua assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.

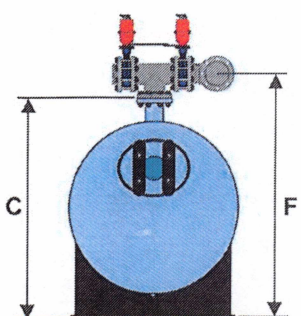
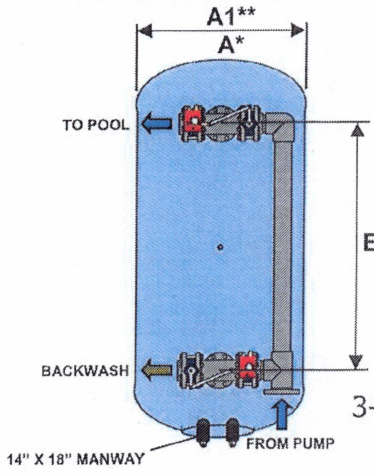
© 2017 Evoqua Water Technologies LLC Subject to change without notice NB-ODYSSEY-DS-0217

# FILTERS

# Odyssey™ Series

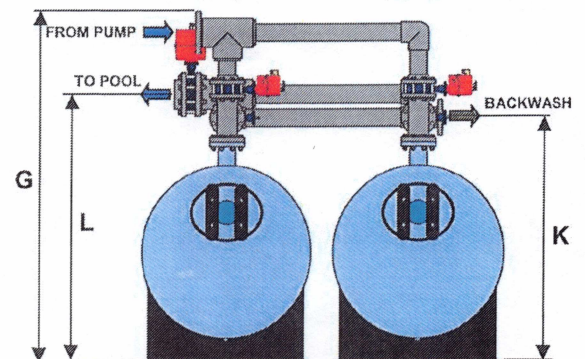
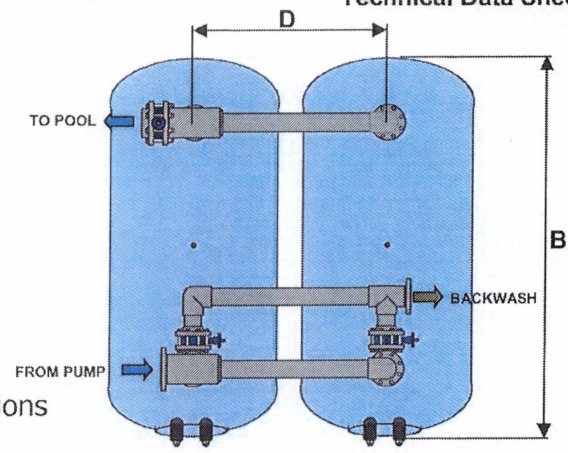
# Horizontal Fiberglass Sand Filters

## Technical Data Sheet



**Single Tank Design**

**3-Way Face Piping Configurations**



**Side by Side (SxS) Dual Tank Design**

Face Piping Dimensions All dimensions are in inches and are for reference only				
Single Tank				
Mark	Tank Dia.	Face Piping Size		
		4	6	8
F	42	61 3/8	63 3/8	65 3/8
	48	67 1/8	69 1/8	69
	60	79 3/4	81 3/4	83 3/4

Face Piping Dimensions All dimensions are in inches and are for reference only					
Side by Side Tanks					
Mark	Tank Dia.	4x4	6x4	6x6	8x6
G	42	85 1/4	91 5/8	95	100 1/4
L	42	65	69 1/4	68 1/4	70 1/4
K	42	63 1/2	63 3/8	66 1/8	66 1/8
G	48	91	97 3/8	100 11/16	106
L	48	70 3/4	75	74	76
K	48	69 1/4	69 1/8	71 11/16	71 13/16
G	60	-	-	113 5/16	118 5/8
L	60	-	-	86 5/8	88 5/8
K	60	-	-	84 7/16	84 7/16

Filter Model Number	Tank Conn Size	Filter Area (SF)	Flow Capacity (GPM)	Filter Rate (GPM/SF)	Tank Shipping Weight (LBS)	Operating Weight (LBS)	All dimensions are in inches and are for reference only					
							A*	A1**	B	C	D	E
(*4248SHFFG-D	4	17.9	90-358	5-20	478	5354	42	44 1/4	70 1/2	55 1/4	49 1/2	38
(*4260SHFFG-D	4	21.4	107-342	5-16	562	6208	42	44 1/4	82 1/2	55 1/4	49 1/2	50
(*4260SHFFG-D	6	21.4	364-428	17-20	562	6208	42	44 1/4	82 1/2	55 1/4	49 1/2	50
(*4272SHFFG-D	4	24.9	125-349	5-14	604	7216	42	44 1/4	94 1/2	55 1/4	49 1/2	62
(*4272SHFFG-D	6	24.9	374-498	15-20	604	7216	42	44 1/4	94 1/2	55 1/4	49 1/2	62
(*4284SHFFG-D	4	28.4	142-341	5-12	653	8223	42	44 1/4	106 1/2	55 1/4	49 1/2	74
(*4284SHFFG-D	6	28.4	369-568	13-20	653	8223	42	44 1/4	106 1/2	55 1/4	49 1/2	74
(*4848SHFFG-D	4	22.3	112-357	5-16	622	7136	48	50 1/4	73 1/2	61	55 1/2	38
(*4860SHFFG-D	4	26.3	132-342	5-13	773	9605	48	50 1/4	85 1/2	61	55 1/2	50
(*4860SHFFG-D	6	26.3	368-526	14-20	773	9605	48	50 1/4	85 1/2	61	55 1/2	50
(*4872SHFFG-D	6	34.3	172-686	5-20	817	11039	48	50 1/4	97 1/2	61	55 1/2	62
(*4884SHFFG-D	6	38.3	192-766	5-20	715	10120	48	50 1/4	109 1/2	61	55 1/2	74
(*6048SHFFG-D	6	30.8	154-616	5-20	841	12460	60	63 1/2	80 1/2	73 5/8	68 1/2	44
(*8060SHFFG-D	6	35.8	179-716	5-20	918	14473	60	63 1/2	92 1/2	73 5/8	68 1/2	50
(*6072SHFFG-D	6	40.8	204-816	5-20	1010	16501	60	63 1/2	104 1/2	73 5/8	68 1/2	62
(*6084SHFFG-D	6	45.8	229-779	5-17	1082	18510	60	63 1/2	116 1/2	73 5/8	68 1/2	74

Note: All dimensions are based on fiberglass construction. Available in 50, 75 & 100 psi working pressure hydrostatically tested to 1.1 x working pressure and designed with a 4:1 safety factor. Consult Neptune-Benson for dimensional verification on custom fabricated vessels. All tanks include air relief and drain connections.

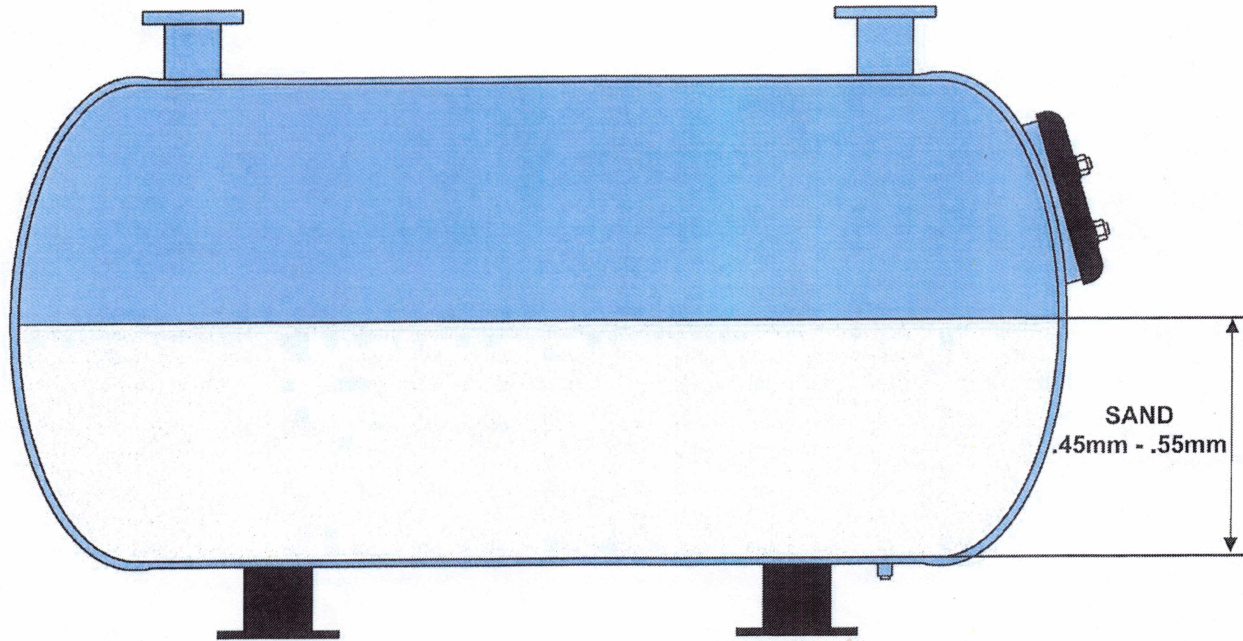
(\*) Denotes quantity of tanks. Tank shipping weight includes manifold & internals. A\* = Inside Diameter A1\*\* = Maximum Outside Diameter



R 9/16/16



evoqua.com • 334 Knight St Suite 3100, Warwick, RI 02886  
800.832.8002 • 401.821.2200 • Fax 401.821.7129



**STANDARD MEDIA CHART**

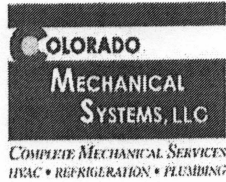
**Note:**  
Sand is 100 lbs per cubic foot

All dimensions are in inches

Filter Model Number	Filter Sand (CF)	Filter Sand (LBS)	Bed Depth
(*)4248SHFFG-D	22	2200	21
(*)4260SHFFG-D	27	2700	21
(*)4272SHFFG-D	32	3200	21
(*)4284SHFFG-D	37	3700	21
(*)4848SHFFG-D	30	3000	24
(*)4860SHFFG-D	36	3600	24
(*)4872SHFFG-D	42	4200	24
(*)4884SHFFG-D	49	4900	24
(*)6048SHFFG-D	55	5500	30
(*)6060SHFFG-D	65	6500	30
(*)6072SHFFG-D	74	7400	30
(*)6084SHFFG-D	84	8400	30



R 9/16/16



**Project Services Proposal Date:** 11/14/2023

**By and Between**

Colorado Mechanical Systems  
7094 S Revere Pkwy  
Centennial, CO 80112  
(hereinafter "CMS")

Heather Gardens Association  
2888 S. Heather Gardens Way  
Aurora, CO 80014  
(hereinafter "Customer")

**Project Information:** Pool Mech room  
**Project Location:** 13691 E Marina Dr,

**Project Services Description:**  
Furnish and install new Neptune Benson Horizontal Sand Filter.

**Our Project Proposal Includes:**

- Remove existing Atlas filter and dispose of properly.
- Furnish and install new Neptune Benson Horizontal Sand Filter.  
(NB-4248SHFFG Horizontal Filter) Please see specifications.
- Reconnect existing associated PVC piping.
- Include filter sand #50, #20 silica.
- Ensure shut down time to a minimum.
- Perform factory authorized startup and test new equipment
- All tools, equipment, instrumentation and labor necessary to perform project
- Provide Colorado Mechanical Systems 1 year labor warranty
- Provide manufacturer's warranty on all parts
- This proposal is good for 30 days from the date provided to the customer

**Project Exclusions:**

- Providing equipment, materials and labor for work not detailed in this project's scope of work.
- Providing labor after or before our normal business hours of 7:00 AM to 5 PM Monday through Friday.  
(unless noted otherwise in this project's scope of work).
- Design and/or engineering.
- Removal/repair/replacement of finished surfaces
- Controls, controls modifications, or upgrades



- Ⓒ Any GC work, drywall repair, carpentry, painting, fire alarm, fire suppression work, sprinkler work, insulation, or repair of pre-existing conditions unless noted otherwise in this project's scope of work.
- Ⓒ Upgrades to line voltage electrical

**Other Considerations:**

This proposal is subject to change based on unknown items that may occur as a result of public health disturbances, such as material delays, labor shortages, jobsite disruptions or governmental intervention. Equipment manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result of supply chain delays, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. CMS reserves the right to pass on supplier and subcontractor price adjustments before the material release date, and will not be subject to penalties due to material procurement delays. Known projects with critical completion schedules should be coordinated with CMS, and every attempt will be made to minimize supply chain disruptions effecting project schedules.

CMS reserves the right to progress bill this project as costs are incurred. This includes a standard 15% invoice to cover mobilization costs at the time of material procurement.

**Our price for the scope of work is.....\$47,330.00**

Thank you for allowing us to provide you with this project proposal. Please sign and return to authorize the above work and we will schedule this work at the mutually agreed to date.

**Colorado Mechanical Systems**  
**Ricky DiFranco**  
 \_\_\_\_\_  
**Name**

**Sr. Account Executive**  
 \_\_\_\_\_  
**Title**

**11/14/2023**  
 \_\_\_\_\_  
**Date**

**Heather Gardens Association**  
 \_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## LIMITED WARRANTY

### SHFFG FIBERGLASS FILTER

Neptune-Benson, Inc. ("Seller") warranty is limited to defects in material and workmanship and includes the following equipment (collectively "the Work") and durations (the "Warranty Period(s)"):

- The fiberglass vessel warranted for leaks for a period of fifteen (15) years from shipment. NOTE: Confirmation by a field inspection that the defect is covered by this warranty is required. Field inspection of the reported defect shall be performed by an authorized factory representative or by other means acceptable to the Seller. Safe access to the filter, including piping removal, clear space, ladder, power, and lighting, to be provided by Buyer.
- Dominion valves shall be warranted for a period of five (5) years from shipment.
- Plumbing apparatus which makes up the complete filter unit, such as valve linkage, internal and external piping shall be warranted for a period of three (3) years from shipment.
- Manhole covers, gaskets, securing yokes and fasteners shall be warranted for a period of (1) year from shipment.

The cost of media and/or tank removal, reinstallation and transportation shall be borne by the Buyer.

Items of equipment by other manufacturers carry standard warranties as provided by each manufacturer and are subject to the conditions of the original equipment manufacturers installation, operating and maintenance instruction.

Warranty claims must be accompanied with written evidence of ongoing daily compliance to the manufactures recommended maintenance schedule and recreational water standards as defined by federal, state and local requirements.

If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work.

If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller.

Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed.

THE WARRANTIES SET FORTH HEREIN ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

**DATE OF DELIVERY:**

**PROJECT NUMBER:**

**PROJECT NAME:**

Revised 10/04/2022