

CITY OF FAYETTEVILLE INVITATION TO BID



Splash Pad Installation: North Street Park

COF1516789

ISSUED: December 1, 2025

DUE: December 16, 2025

The City of Fayetteville is soliciting bids for the purchase and installation of a Vortex aquatic splash pad at North Street Park.

Funding Source: Local

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY
CONTACT:
KIMBERLY TOON,
PURCHASING
MANAGER

kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until 3:00 p.m., **December 16, 2025** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Splash Pad Installation: North Street Park

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at 3:00 p.m. on December 16, 2025, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, “Splash Pad Installation: North Street Park”

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov.

The City reserves the right to reject any or all bids and to waive all informalities concerning the bid or award bid to the lowest responsible responsive bidder, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager



A message from the City of Fayetteville City Manager, Dr. Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation **in** the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts. The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:

For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

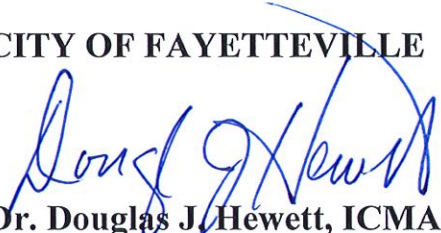
Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE



Dr. Douglas J. Hewett, ICMA-CM
City Manger

SPECIAL PROVISIONS

PERFORMANCE AND DELIVERY

Splash Pad Installation

Bid Receipt Date: December 16, 2025; 3:00 PM
Purchasing Department
433 Hay Street
EE Smith Conference Room
Fayetteville, NC 28301

Pre-Bid Conference: December 9, 2025; 2:00 p.m.
North Street Park
201 Brinkley Street
Fayetteville, NC 28301

Plans/Questions: Email Kimberly Toon kimberlytoon@fayettevillenc.gov

Bid Bond Requirement: 5 % total bid

Date of Availability Date when contract is executed by both the successful bidder and the City.

Contract Time Notice to Proceed: Within 10 calendar days after contract execution
Commencement: Within 15 calendar days after Notice to Proceed
Substantial Completion: 90 calendar days from commencement
Final Completion: 105 calendar days from commencement

Contractor must submit schedule within 5 days of Notice to Proceed showing all milestone dates including permit approvals, material deliveries, and inspection scheduling.

Liquidated Damage Charges Time is of the essence for this project.

\$1,000.00 per day for each day of unauthorized suspension of the work.

\$1,000.00 per day for each day the project exceeds the contract time.

Bid Acceptance Period (90) Calendar Days unless otherwise noted.

Important Dates

TIMELINE

ITB	DATE
Advertisement Date	December 1, 2025
Pre-bid	December 9, 2025
Deadline for Questions	December 11, 2025 by 5:00 p.m.
Submission Deadline	December 16, 2025 at 3:00 p.m.

Closing Date and Time

The Submission Deadline is December 16, 2025 at 3:00PM. Bids must be clearly marked as to its contents, and must be submitted before the Submission Deadline to:

City of Fayetteville - Purchasing Department

Attn: Kimberly Toon
433 Hay Street
Fayetteville, NC 28302

Bids received later than the specified closing time will be returned, unopened, to the bidder.

Opening of Bids

Bids will be opened at 3:00PM on, December 16, 2025 in the EE Smith Room on the 2nd Floor or City Hall.

Questions/Clarifications

Inquiries regarding this ITB must be submitted to Kimberly Toon, Purchasing Manager. No inquiries are to be directed to any other employee or elected Official of the City. Questions will be accepted via email kimberlytoon@fayettevillenc.gov until 5:00PM on December 11, 2025. All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided in the form of an addendum. Any changes to the invitation to bid, prior to the bid closing will be issued as an addendum. The City will assume no responsibility for oral instruction or suggestions. Failure to acknowledge all addenda will result in your bid being rejected. All addendum(s) will be provided to the bidders via email provided by the bidder. Any bid received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

Privilege Clause:

The City of Fayetteville reserves the right to accept or reject any or all bids. The City of Fayetteville may, at its sole discretion, choose not to accept any bid it considers to not be in the best interest of the City. The City of Fayetteville reserves the right to determine whether any bid meets the mandatory requirements of this ITB. The City of Fayetteville reserves the right to waive any formality, informality or technicality in any bid whether of a minor and inconsequential nature or whether of a substantial or material nature.

Right to Negotiate:

The City of Fayetteville reserves the right to negotiate with any Bidder that has submitted a bid that does not fully comply, in either a material or non-material way with the mandatory ITB requirements or any requirements contained with the ITB. The City of Fayetteville reserves the right to negotiate the specific contractual terms and conditions with the Bidder that has submitted the bid which the City deems to be the most attractive bid to the City of Fayetteville.

SECTION A – PROJECT OVERVIEW

Section A – Project Overview

The City of Fayetteville is soliciting bids from qualified General Contractors to install one (1) Vortex Splash Pad. Questions regarding this bid must be submitted in writing to the attention of Kimberly Toon, Purchasing Manager, by e-mail to kimberlytoon@fayettevillenc.gov no later than 5:00pm, December 11, 2025.

A-1 Project Summary and Scope

- A. Except as specifically excluded, the Work at North Street Park, in general, includes the following:
 - a. Mobilization.
 - b. Splash Pad – Fully installed and functional according to manufacturer’s specifications.
 - c. Domestic waterline, sewer, and electrical installation.

A-2 Project Location and Site Conditions

- A. Project site is located at:
 - North Street Park, 201 Brinkley Street, Fayetteville, NC 28301.

A-3 Contract Time and Liquidated Damages

CONTRACT DOCUMENTS:

- A. The general nature and extent of the Work, the form and general dimensions of the Project are shown on the Drawings.
- B. Perform Work within the limits indicated on the Drawings.
- C. Construct Work under single lump-sum contract.
- D. Contract Time:
 - Notice to Proceed: Within 10 calendar days after contract execution
 - Commencement: Within 15 calendar days after Notice to Proceed
 - Substantial Completion: 90 calendar days from commencement
 - Final Completion: 105 calendar days from commencement
 - Contractor must submit schedule writing 15 days of Notice to Proceed showing all milestones dates including permit approvals, material deliveries, and inspection scheduling.
- E. Liquidated Damage Charges
 - Time is of the essence for this project
 - \$ 1,000.00 per day for each of unauthorized suspension the work
 - \$ 1,000.00 per day for each day the project exceeds the contract time
- F. Bid Acceptance Period
 - (90) Calendar Days unless otherwise noted.

A-4 Responsibilities Matrix (City vs. Contractor)

CITY'S DUTIES:

- A. Provide initial site preparations including building pad for splash pad installation at desired elevation.
- B. Provide all splash pad components and deliver onsite at contractor's desired time.
- C. Provide materials such as drainage rock for under slab and holding tank (#57 stone and #78 stone).
- D. Provide concrete materials (rebar, 4000 psi concrete with plasticizer).
- E. Purchase and schedule installation of control panel building structure.
- F. Provide electric service from main feed to meter base.
- G. Provide meter base and main shut off.
- H. Provide electrical panel inside control panel building.
- I. Schedule water tap installation.
- J. Install water service up to pump room including backflow preventer device.

CONTRACTOR'S DUTIES:

- A. Mobilization
- B. Installation must be completed according to manufacturer's specifications.
- C. Provide all permits for splash pad installation (building, plumbing, structural, etc.)
- D. Provide all necessary materials for electrical bonding.
- E. Provide all electrical components and installation from electrical panel to splash pad control panel.
- F. Install one (1) exhaust fan on one (1) gable end of control panel building.
- G. Provide all SCH 80 PVC pipe, fittings and bonding agents according to specifications provided manufacturer.
- H. Provide building permit and Appendix B for splash pad control building.
- I. Provide all labor for splash pad construction including concrete pad for control panel building structure.
- J. Ensure all permits and inspections are in line with installation schedule.
- K. Provide all excavation equipment for complete installation.
- L. All concrete must be formed and finished according to specifications.
- M. Provide concrete pump truck if necessary for concrete pad installation.
- N. After construction is complete, splash pad MUST be in proper working order.

1. SCHEDULE:

- A. The sequence and scheduling of the Work to be performed by the Contractor shall be subject to review by the City. Submit Progress Schedule in accordance with General Conditions.

2. CONTRACTOR'S USE OF PREMISES:

- A. Confine operations at site to areas immediately adjacent to the proposed Project. Develop and utilize construction access as approved in advance by the City.
 - 1. Do not unreasonably encumber site with materials or equipment.
 - 2. Do not load structure or site with weight that will endanger structure or site.
- B. Assume full responsibility for protection and safekeeping of products stored on premises and work performed until completion and acceptance of the entire construction.
- C. Move stored products under Contractor's control which interfere with operations of the City or other contractor.
- D. Obtain and pay for use of additional storage or work areas needed for construction operations.

3. NUISANCE WATER:
 - A. It is anticipated that nuisance water, such as rainfall, irrigation water, groundwater and surface runoff may be encountered within the construction site during the period of construction. Contractor shall at all times protect the Work from damage, and shall take measures to prevent delays in the progress of the Work caused by such water. Contractor shall dispose of nuisance water at his own expense and without adverse effects upon the City's property, or any other property.
4. REFERENCE POINTS:
 - A. The Contractor shall be responsible for establishing and maintaining all necessary reference points and grade lines for this project.
5. DUST CONTROL:
 - A. The Contractor shall abate nuisance dust by sweeping and sprinkling water and other means necessary. The use of water resulting in mud on public streets and sidewalks will not be permitted.
 - B. During the grading and excavation operation, the Contractor shall provide adequate dust control by means of watering trucks or other apparatus. Any damage to existing public or private facilities due to earth blown problems shall be corrected at the Contractor's expense.
6. CLEANING DURING CONSTRUCTION:
 - A. Execute periodic cleaning to keep the Work site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations.
 1. The City may, at any time during construction, order general clean-up of the site.
 - B. Provide on-site containers for the collection of waste materials, debris and rubbish.
 - C. Remove waste materials, debris, and rubbish from the site periodically and dispose of them at legal disposal areas away from the site.
 1. Location of dump for trash debris, fees, and length of haul is responsibility of Contractor.
 2. Bury no waste material or debris on the site.
 3. Burning of trash or debris on the site will **not be permitted**.
7. STORM WATER POLLUTION CONTROL PLAN:
 - A. It will be the responsibility of the awarded Contractor to provide, install and maintain all "Best Management Practices (BMPs) for Erosion Control, Waste Discharge Requirements for Storm Water (Wet Weather), Non-Storm Water Discharges (Dry Weather) and Pollution Reduction Measure" for the project.
 - B. Adequate allowances shall be made in each bidder's bid to perform the mitigation measures during the course of construction. No adjustments to the contract sum will be considered by the City for this portion of the work.

DEFINITION OF TERMS

The contract documents consist of the Notice to Bidders, Instructions to Bidders; General Conditions of the Contract, Special Conditions if applicable; the Drawing and Specifications, including all bulletins, addenda, or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the Proposal; the Contract; the Performance Bond; the Payment Bond; Insurance Certificates; and the approval of the City Attorney. All of these items together form the contract.

Whenever in these specifications and contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1. City/Owner - The City of Fayetteville, North Carolina
2. City Council - The Mayor - City Council of the City of Fayetteville, NC
3. City Attorney - The legal counsel employed by the City.
4. Contracting Officer - The City representative; acting directly or through an assistant fully authorized to handle the administration of all City Contracts.
5. Engineer - The City Traffic Engineer acting directly or through an assistant or other representative fully authorized to handle all technical aspects of City Contracts.
6. Project Engineer - An authorized representative of the Engineer assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
7. Laboratory - The official testing laboratory or laboratories employed by the City Engineer with City Council approval.
8. Bidder - Any individual, firm, partnership, or corporation submitting a proposal of the work contemplated.
9. Contractor - The individual, firm, partnership, or corporation that is awarded the contract based on their bid.
10. Superintendent - The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the engineer or his designee, and who shall supervise and direct the construction.
11. Surety - The corporate body which is bound with and for Contractor, who is primarily liable and which engages to be responsible for the Contractor for his acceptable performance of the work for which he has contracted.

12. Proposal/Bid Guaranty - The security designated in the proposal of good faith to enter into a contract with the City of Fayetteville, North Carolina, if the work of constructing the project is awarded to a Bidder.
13. Plans - All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
14. Specifications - The description, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
15. Change Order - A written order to the Contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the Contractor, a City representative and Contracting Officer.
16. Surety Bond - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
17. Street - The whole right-of-way between building lines or property lines.
18. Roadway - That portion of the street included between curbs or the equivalent.
19. Sidewalk and Tree Space - That portion of the street between the curb and property line or right-of-way.
20. Street Fixtures - As used in these specifications shall mean manhole frames, grates and slabs, lamphole frames and covers, water valve boxes and covers, meter boxes and covers, public utilities and the like.
21. A.S.T.M. - American Society for Testing Materials.
22. Work - The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans and specifications.
23. Working Day - A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work on the contract. Unless work is suspended for causes beyond the Contractor's control, regular work requiring the presence of an inspector, will be considered as a normal working day.
24. Intention of Terms - Whenever in these specifications or on the plans, the words "directed," "required," or words of the like import are used, it shall be understood that the requirement of the engineer is intended; and similarly, the words "approved", "acceptable", or words of like import, shall mean approved by, or acceptable to the engineer, subject in each case to the final determination of the City.

END OF SECTION

CONSTRUCTION CONTRACT TERMS AND CONDITIONS

1. AWARD OF CONTRACT

All contracts shall be awarded by the City of Fayetteville within sixty (60) days from the date of the opening of the proposals. The said sixty (60) calendar day period may be extended by written consent of the bidders whose proposal guarantees are held by the City.

2. TIME IN WHICH TO EXECUTE CONTRACT

Bidder to whom award shall have been made must execute the contract and return the same with the appropriate bonds and a certificate of insurance as required herein to the City Purchasing Department within ten (10) days after the said contract has been presented to the successful bidder for signature. If the bidder shall refuse or neglect to execute the contract, the amount of the proposal guaranty shall be forfeited to the use of the City, not as a penalty, but as liquidated damages. The City may, if deemed advisable in the interest of the City, extend this time.

3. CONTRACT BONDS REQUIRED

The successful bidder, at the time of the execution of the contract shall provide the City with a contract payment bond and a contract performance bond that shall be in compliance with N.C.G.S. Chapter 44A, Article 3, as follows:

- (a) A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract shall be provided. Such bonds shall be solely for the protection of the City of Fayetteville.
- (b) A laborer and materials payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or subcontractor is liable shall be provided. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor or subcontractor is liable.

The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina, and shall be acceptable to the City Attorney. All contract payment bonds and contract performance bonds shall be executed on "Performance Bond" and "Payment Bond" forms provided in the "Contract Award Package" and be countersigned by a regularly authorized agent of the corporate surety who is resident in North Carolina and who is licensed by the North Carolina Department of Insurance.

4. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractors."

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- (b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- (c) Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- (d) Property Insurance: If contracted to construct a building, the Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the City, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and to remain in force until the project is completed and accepted by the City.

Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the materials stored on site.

It is the responsibility of the Contractor to inform the policy provider of any and all change orders which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately insure the building during construction will be the Contractor's responsibility.

- (e) Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93:
The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by

non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Fayetteville or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City of Fayetteville, and agrees to indemnify and hold harmless the City of Fayetteville, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

- (1) Any deductible or self-insured retention must be declared to and approved by the City.
- (2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

- 1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- 2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Coverage shall state that 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.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Procurement Office
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers 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.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

5. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or his right, title or interest therein to any person, firm, partnership, or corporation without the written consent of the City Council. Except as may be required under the terms of the Performance Bond or Payment Bond, no funds or sums of money due the Contractor under the contract may be assigned.

6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

As time is of the essence and the City will suffer damages if work is not completed on time, the Contractor is required to commence work to be performed under this agreement within ten (10) calendar days after written notice (Notice to Proceed) from the Contracting Officer to proceed with construction. Failure by the Contractor to complete the work within the contract time will cause considerable damage to the City. Therefore, a liquidated damage charge will be assessed as specified below. The Contractor hereby agrees by executing the contract that such liquidated damages are considered a just and reasonable compensation to the City.

- (a) UNAUTHORIZED WORK SUSPENSION: \$1,000.00 per day for each day the Contractor suspends work without written authorization from the City Engineer. This applies to suspensions that violate the "Prosecution of Work" requirements.
- (b) FAILURE TO COMPLETE ON TIME: \$1,000.00 per day for each calendar day beyond the contract completion date that the project remains incomplete.
- (c) CUMULATIVE: These liquidated damages are cumulative and may both apply if applicable.
- (d) DEDUCTION: Liquidated damages will be deducted from payments due or from final payment.
- (e) NOT EXCLUSIVE: Assessment of liquidated damages does not waive City's right to terminate contract for default.

TIME EXTENSIONS: No liquidated damages will be assessed for delays caused by:

- Documented force majeure events
- City-caused delays (changes, delayed approvals, etc.)
- Delays authorized in writing by City Engineer

Time extension requests must be submitted in writing within 7 days of delay occurrence.

7. CONSTRUCTION SCHEDULE

Upon receipt of Notice to Proceed, and prior to beginning the work, the Contractor will submit a schedule to the Project Manager. Said schedule is to be updated and submitted monthly with the Contractor's application for payment. In the event the Contractor begins work prior to submitting a schedule, payments will be held until the Contractor is in compliance with this article.

8. INTENT OF PLANS AND SPECIFICATIONS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job.

The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

9. CONSTRUCTION STAKING

The City Engineering Department will do all of the construction staking. Staking will be done only during normal office hours, Monday through Friday. All stakes knocked out by the Contractor will be replaced by the Engineering Department at a charge to the Contractor of \$5 per stake. The Contractor must give at least one day (24 hours) notice prior to requiring staking or restaking. (The Contractor will be charged a

minimum of \$15 for replacing control points, P.C., etc., and \$50 for replacing monuments.)

10. ENGINEER STATUS

The Engineer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the City only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work

The Engineer shall make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.

11. PLANS AND WORKING DRAWINGS

The Engineer will furnish all drawings necessary to show the line, grade, and details of all construction work to be done under this contract. The Engineer will also point out the location of all underground utility lines, but the exact location of such lines cannot be guaranteed. It will, however, be the responsibility of the Contractor to protect these lines against damages at all times. Any deviation from the plans, specifications, etc., as may be required by the exigencies of the construction, in all cases will be determined by the Engineer. The Engineer reserves the right to make such alterations in the plans or in the character of the work, from time to time, as may be considered necessary or desirable to complete fully and perfectly the construction of the work, and if such alterations of the plans result in increased cost or result in decreased cost to the Contractor, an equitable adjustment therefore is to be agreed upon in writing by the Contractor and the Contracting Officer or his authorized representative.

12. CLARIFICATIONS AND DETAIL

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof. The Contractor shall not proceed with the work without such detail drawings and/or written clarifications.

13. MINOR CHANGES IN THE WORK

The Engineer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents.

14. TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather nor permission by the Engineer to continue work during bad weather shall be a cause for the acceptance of any work which does not comply in every respect

with the contract and specifications.

15. AUTHORITY AND DUTIES OF PROJECT ENGINEER

Project engineers employed by the City or City Engineer shall be authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any parts of the work, and to the preparation or manufacture of the materials to be used. A project engineer may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed. Also, the project engineer is to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor such failure or other default; but such inspection, however, shall not relieve the Contractor of any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Project Engineer as to the materials furnished or of the manner of performing the work, the Project Engineer shall have the authority to reject materials or suspend work until the question at issue can be referred to the proper authority. Any suspension or work stoppage ordered by the Project Engineer or the Engineer for rejected materials or technique of performing work, shall not be the basis of a claim by the Contractor for additional contract time. Such rejection shall also not be the basis of a future claim by the Contractor for any adjustment in his contract unit price or lump sum price of any work item contained in the contract proposal.

The Project Engineer shall in no case act as foreman or perform duties for the Contractor, nor interfere with the management of the work by the latter. The project engineer may make changes in grades and quantities when necessary to keep work in progress.

16. SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

The Contractor shall submit to the Engineer all shop or setting drawings, descriptive data, samples, color charts, etc., required for the work. The Engineer shall review the shop drawings promptly, noting desired corrections, if any, and shall return copies to the Contractor within ten (10) calendar days after receipt from the Contractor. The Contractor shall furnish corrected drawings to the Engineer.

Approval of shop drawings by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility for errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Engineer by the Contractor.

17. INSPECTION OF THE WORK

It is a condition of this contract that the work shall be subject to inspection during normal working hours by the Engineer, designated official representatives of the City, and those persons required by State law or local ordinance to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspections.

Where special inspection or testing is required by State laws or local ordinances, instructions of the Engineer, specification or codes, the Contractor shall give adequate notice to the Engineer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Engineer.

Such special tests or inspections will be made in the presence of the Engineer, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.

Should any work be covered up or concealed prior to inspection and approval by the Engineer, such work shall be uncovered or exposed for inspection if so requested by the Engineer in writing. Inspection of the work will be made promptly upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering, and restoring to design condition, the work that has been covered or concealed will be paid by the Contractor involved.

If such work be found not in accordance with the contract documents, the Contractor shall pay such costs unless it be found that this condition was caused by the City or a separated Contractor, in which event the City or the separated Contractor shall be responsible for the payment of such costs.

18. TESTING

The City reserves the right to test any or all materials and workmanship by a certified independent testing laboratory at his expense. Testing shall be accomplished as deemed necessary by the Engineer. Any necessary re-testing due to failures of previous tests shall be at the Contractor's expense.

19. USE OF A SECTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work is completed or is in acceptable condition for use, it shall be used for the purpose it was intended as may be directed, and such use shall not be held to be in any way acceptance of that portion of the work used or as a waiver of any of these specifications and contract. Necessary repairs or renewals made in any section of the work, due to defective materials, or work, or natural causes, shall be performed at the expense of the Contractor.

20. EXECUTION OF WORK

The Contractor shall begin the work to be performed under the contract within ten (10) days after such date as the Contracting Officer shall notify him to proceed. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor is not permitted to suspend his operation except for reasons beyond his control and/or where the Engineer has authorized a suspension of the work in writing. The City will not be liable for delays of any nature providing the work is progressing satisfactorily to ensure its completion within the time set forth in the contract. Should execution of the work for either above reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

In the event that the Contractor's operations are suspended in violation of these provisions, liquidated damages will be charged to the Contractor for each and every calendar day that such suspension takes place. These damages will be additional to any damages that may become chargeable due to failure to complete the work on time. The Contractor hereby agrees by executing the contract that such liquidated damages are considered a just and reasonable compensation to the City.

21. CITY'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the Contractor fails to prosecute the work properly or to perform any provision of the contract, the City, after fifteen (15) days written notice sent by certified mail return receipt requested to the Contractor from the Engineer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Contractor, such action and cost of same having been first approved by the Engineer. Should the cost of such action of the City exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the City the amount of said excess.

22. CHANGE ORDERS

The City may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the Contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

Except in an emergency endangering life or property, no changes shall be made by the Contractor except upon written order from the Contracting Officer, Countersigned by the Assistant City Manager authorizing such change, and no claim for adjustments of the contract price shall be valid unless this procedure is followed.

At the time of signing a change order, the Contractor shall be required to certify as follows:

"I certify that my Bonding Company will be notified forth-with that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

A change order, when issued, shall be full compensation, or credit, for the extra work included, omitted, or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

If, during the progress of the work, the City requests a change order and the Contractor's terms are unacceptable, the City without prejudice, with the approval of the City Procurement Division, may perform or have performed that portion of the work requested in the change order.

23. FORCE ACCOUNT WORK

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done which no price can be agreed upon, the Contracting Officer may require that the work be accomplished under a negotiated contract with another Contractor or with City forces or on a force account basis as follows:

- a) Skilled and common labor at the regular rate of pay. Pay for the Foreman may be included, provided in the judgment of the Engineer a Foreman is required.
- b) To the foregoing shall be added such social security and old age benefits made by the Contractor.

- c) Materials used are to be listed on invoices. Copies of vendor invoices to the Contractor which show all materials, quantities, costs, etc., shall be forwarded to the City with the prime Contractor's pay estimate.
- d) Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by Associated General Contractors or other published rental rate schedules which are acceptable to the City. To the sums of a), b), c), and d) the Contractor may add up to 7.5% for overhead and up to 7.5% for profit. When force account work has been authorized, such authority shall be in writing to the Contracting Officer.

24. DISCOVERY OF DEFECTS

The City reserves the right, should an error be discovered in the estimate or conclusive proof of defective work or materials used by or on the part of the Contractor be discovered either before or after the final payment has been made, to claim and remove by process of law such sum or sums as may be sufficient to correct the error or make good the defects in the work and materials.

25. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be remedied, or if necessary removed and replaced in an acceptable manner by the Contractor at his own expense. Work accomplished without lines and grades being given, work performed beyond the lines and grades shown on the plan or as given, except as herein provided, or any extra work done without written authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered, such unauthorized work shall be removed by the Contractor at his own expense.

26. FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously or to make any necessary repairs in the acceptable manner and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Contractor's expense. All cost and expense incurred thereby shall be charged against the defaulting Contractor and the amount thereof from any monies due or which may become due him, or shall be charged against the appropriate contract bonds as required by paragraph 13 of the Standard Specifications. Any work performed as described in this paragraph shall not relieve the Contractor in any way from his responsibility for the work performed by him. The Contractor shall remove and renew any such defective materials and work within the amount of time specified by the Project Engineer or Engineer.

27. SCOPE OF PAYMENTS

The Contractor shall receive and accept the compensation as herein provided in full payment for:

- (1) Furnishing all materials, labor, tools, and equipment and for performing

all work contemplated and embraced under the contract.

- (2) All loss or damages arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstruction which may arise or be encountered during the execution of the work, until its final acceptance.
- (3) All risks of every description connected with the execution of the work.
- (4) All expenses incurred by, or in consequence of, the suspension or discontinuance of the said execution of the work herein specified.
- (5) Completing the project and the whole thereof in an acceptable manner according to the plans and specifications.

28. REQUEST AND CERTIFICATES FOR PAYMENT

Not later than the tenth day of the month, the Contractor shall submit to the Contracting Official a request for payment for work done during the previous month. The request shall be in the form agreed upon between the Contractor and the Contracting Official, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract.

The making and acceptance of payment by the City shall not constitute an acceptance of the work or any part thereof.

29. PAYMENTS

PROGRESS PAYMENTS (Monthly):

Payments will be made monthly within 30 days of approval of proper and complete payment application.

PAYMENT CALCULATION:

- Total work completed and accepted to date
- Less: 2.5% retainage on all payments (held until final completion)
- Less: All previous payments
- Less: Any back charges or liquidated damages
- Equals: Current payment due

MOBILIZATION PAYMENTS:

Item 1 Mobilization may be paid as follows:

- First payment: Up to 50% of mobilization amount when equipment and materials are delivered to site
- Second payment: Remaining 50% of mobilization amount when work is 25% complete
- Maximum total mobilization: Not to exceed 5% of total contract amount

PAYMENT APPLICATION REQUIREMENTS:

Each payment application must include:

1. AIA Form G702/G703 or City-approved equivalent
2. Schedule of values (submitted with first payment application)
3. Updated project schedule showing progress
4. NC Sales Tax Certificate (completed City form) - REQUIRED EVERY MONTH
5. Lien Waivers from subcontractors paid in previous month
6. Copies of all subcontractor payment checks/proof of payment
7. Any other documents specified in contract

DUE DATE: Payment applications must be submitted by the 10th of each month for work completed through the last day of the previous month.

RETAINAGE RELEASE:

- 2.5% retainage held throughout project
- Released upon final completion, acceptance, and receipt of all closeout documents

FINAL PAYMENT REQUIREMENTS:

Final payment will be made within 30 days after:

- All work completed and accepted by City Engineer
- Final inspection passed
- All required warranties and guarantees received
- Consent of Surety to final payment received
- Release and Waiver of Liens received (Prime and all subs)
- Affidavit of Payment to subcontractors received
- Final NC Sales Tax Certificate received
- As-built drawings received
- Operation and maintenance manuals received
- Training completed (if required)
- All permits closed out/final inspections completed
- Splash pad demonstrated to be in full working order

DELAYED PAYMENT INTEREST: Per N.C.G.S. 143-134.1, if payment is delayed beyond 30 days without cause, interest will accrue at the legal rate.

30. ESTIMATED QUANTITIES

The estimated quantities contained herein in certain items in the proposal are for the purpose of comparing bids. They are not guaranteed, and settlement will be made on the basis of the work as actually executed at the unit price in the proposal as accepted. Any variation is understood to be in the total amount of the contract and each item need not necessarily be varied the same amount.

31. VARIATION IN ESTIMATED QUANTITY

In the event that an item's actual quantity deviation exceeds 1 percent of the total original contract value or 200 percent of the original quantity, an equitable adjustment may be requested (in writing) by either the Contractor or the City. Any adjustment shall be based upon the increase or decrease in costs and/or time due solely to the variation. Requests which cannot be reasonably justified will be denied. Mutually agreed adjustments will be handled as change orders (Contract Requirements, Item 22). If an agreement cannot be reached, force account work (Contract Requirements, Item 23) may be used.

32. SALES TAX CERTIFICATE

The Contractor is to complete City forms certifying sales tax paid, on all materials used in construction. The Contractor may use his own computer forms as long as the form supplies all information requested by the City certificate. The certificate shall be furnished with each pay request, regardless of amount, and list taxes for all items included in the pay request. In the event the pay request does not include any taxable items, the certificate is still required and must certify this fact. Pay requests without the required certificate may be denied approval (and thus payment) until the certificate is provided.

33. CLAIMS FOR EXTRA COST

- a. Should the Contractor consider that as a result of any instructions given in any form by the Engineer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the Engineer within seven (7) days without delay, and shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is so made.
- b. The Contractor shall not act on instructions received by him from persons other than the Engineer, Contracting Officer or any designated representative, and any claims for extra compensation or extension of time on account of unauthorized instruction will not be honored. The City will not be responsible for misunderstandings claimed by the Contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

34. DISPUTES

To prevent disputes and litigation or claims, the Contracting Officer shall in all cases be the point of contact and shall act as negotiator to resolve any questions concerning the performance of work or amounts to be paid under this contract. The Contracting Officer in conjunction with the Engineer will strive to resolve any questions or claims concerning the performance of the contract. All decisions shall be final and conclusive except as allowed as follows. All claims, disputes and other matters in question arising out of, or relating to, this contract not resolved by the aforementioned negotiation shall be resolved by legal action instituted and tried in the General Courts of North Carolina under North Carolina law with venue for trial being Cumberland County.

35. PAYMENTS WITHHELD

- a. The Contracting Official with the approval of the City may withhold payment for the following

reasons:

1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the Engineer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
 4. Claims filed against the Contractor or evidence that a claim will be filed.
 5. Evidence that subcontractors have not been paid.
- b. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make the City liable for payment of interest to the Contractor as provided in G.S. 143-134.1.

36. PARTIAL UTILIZATION: BENEFICIAL OCCUPANCY

- a. The City may desire to occupy all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the City, may request the Contractor(s) in writing, to permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the Contractor(s) agree, the Engineer will schedule a beneficial occupancy inspection, after which the Engineer may issue a Certificate of Substantial Completion. The certificate shall include the following documentation:
1. Date of substantial completion.
 2. A tentative list of items to be completed or corrected before final payment.
 3. Establishing responsibility between Contractor and the City for maintenance, heat utilities and insurance.
 4. Establishing the date for guarantees and warranties under terms of the contract.
 5. Consent of Surety.
 6. Endorsement from insurance Company permitting occupancy.

37. FINAL INSPECTION

The Engineer shall make final inspection of the project within ten (10) days after receipt of a written notice from the Contractor of the final completion and cleaning up of the work covered by the contract.

38. CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items, or other parts of the work which have been condemned or declared not in accordance with the contract by the Engineer shall be promptly removed from the work site by the Contractor, and shall be immediately

replaced by new work in accordance with the contract at no additional cost to the City. Work or property of other Contractors or the City, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Engineer, and shall make satisfactory progress until completed.
- c. Should the Contractor fail to proceed with the required corrections, then the City may complete the work in accordance with the provisions (City's Right to Do Work).

39. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in an acceptable manner in accordance with the terms of the contract, the Project Engineer shall make a final inspection for acceptance of work by the City.

The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor except those claims previously made and remaining unsettled.

Final certificate of payment shall be accompanied by the following:

- 1. Warranties and guarantees required by the contract.
- 2. Release and Waiver of Claim for Prime Contractors.
- 3. Affidavit of Contractors of payment to material suppliers and subcontractors.
- 4. Consent of Surety to final payment.

40. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate, final payment, occupancy of the premises by the City, nor any provision of the contract, nor any other act or instrument of the City, nor the Engineer, shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. He shall correct or make good any defects due thereto and repair any damage resulting therefrom which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article Guarantee. The City will report any defects as they may appear to the Contractor and establish a time limit from completion of corrections by the Contractor. The City will be the judge as to the responsibility for correction of defects.

41. TERMINATION OF CONTRACT

The contract shall be considered complete when all work has been completed and accepted by the Engineer.

42. CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the said work, or shall perform the work unsuitably or shall discontinue the execution of

the work, or if the Contractor becomes insolvent or be declared bankrupt, or commits any act of bankruptcy, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Contracting Officer shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same.

If the Contractor within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the City of Fayetteville, shall upon written certification from the Contracting Officer of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract to take the execution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of contract according to the terms and provisions thereof or use such other methods as in its opinion shall be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the City of Fayetteville, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the City of Fayetteville shall be less than the sum which would have been payable under the contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the City of Fayetteville the amount of said excess.

43. CONTRACT TERMINATION FOR CONVENIENCE

If the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

44. WARRANTIES AND GUARANTEES

GENERAL WARRANTY:

The Contractor warrants that all work and materials will be free from defects for a period of ONE (1) YEAR from the date of Final Acceptance by the City. The Contractor shall repair or replace any defective work or materials at no cost to the City during the warranty period.

MANUFACTURER WARRANTIES:

The Contractor shall obtain, transfer, and deliver to the City all manufacturer warranties for equipment and materials, including but not limited to:

- Splash pad equipment (Vortex warranty per manufacturer)

- Control panel building
- Pumps and filtration equipment
- Electrical components
- Any other warranted items

WARRANTY DOCUMENTS:

All warranties must be submitted with Final Payment application and must include:

- Original warranty certificates
- Equipment serial numbers and model numbers
- Warranty start dates
- Warranty contact information
- Warranty terms and conditions

TRAINING:

Prior to Final Acceptance, Contractor shall provide minimum 4 hours of training to City staff on:

- System operation and controls
- Routine maintenance procedures
- Troubleshooting
- Emergency procedures
- Winterization procedures (if applicable)

Training must be documented with attendee sign-in sheet and training outline.

45. PROJECT CLOSEOUT REQUIREMENTS

The following items must be submitted and approved before Final Payment:

AS-BUILT DRAWINGS:

- Record all field changes, actual locations, depths, dimensions
- Provide in PDF and CAD format (AutoCAD .dwg preferred)
- Show all underground utilities and connections
- Certify as accurate by licensed surveyor

OPERATION & MAINTENANCE MANUALS:

- Complete manufacturer O&M manuals for all equipment
- Wiring diagrams and control sequences
- Parts lists with manufacturers and part numbers
- Recommended maintenance schedules
- Troubleshooting guides
- Provide (3) bound copies and one PDF

WARRANTIES (per section above)

TRAINING DOCUMENTATION (per section above)

PERMITS:

- All permits closed out with final inspections passed
- Provide copies of final inspection approvals

LIEN WAIVERS:

- Final unconditional lien waivers from Prime Contractor
- Final unconditional lien waivers from all subcontractors
- Final unconditional lien waivers from all suppliers

AFFIDAVIT OF PAYMENT:

- Sworn affidavit that all subcontractors and suppliers paid in full

CONSENT OF SURETY:

- Surety company consent to final payment

KEYS AND ACCESS:

- All keys for locks, panels, buildings
- All access codes and passwords
- Contact information for 24/7 emergency service during warranty

TEST REPORTS:

- All concrete test results
- All electrical test results
- All plumbing pressure test results
- Water quality test results (if applicable)
- Any other test results required by permits or specifications

END OF SECTION

SECTION B – BIDDING REQUIREMENTS

B-1 INSTRUCTIONS TO BIDDERS

Proposals shall be made in strict accordance with the "Bid Proposal Package" provided herein, and all blank spaces for bids, alternates and unit prices shall be properly filled in. When requested alternates are not bid, the proposal may be considered incomplete. Any modifications to the "Bid Proposal Package" (including alternates and/or unit prices) will disqualify the bid and shall cause the bid to be rejected.

The Bidder agrees that the "Bid Proposal Package" detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates.

Unit prices quoted in the "Bid Proposal Package" shall include overhead, profit and taxes and shall be the full compensation for the Bidder's cost involved in the work.

Proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional bids, or irregularities of any kind.

1. EXAMINATION OF CONDITIONS

By submitting a bid, the Bidder is affirming that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during execution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. The Bidder further affirms by submitting a proposal that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of work and that he accepts all the terms, conditions and stipulations contained therein, and that he is prepared to work in cooperation with other Contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Designer in preparing the documents. The City will make copies of all such surveys and reports available to the Bidder upon request. Each Bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the City. Any reasonable request for access to the site will be honored by the City.

2. FAMILIARITY WITH LAWS

The bidder is assumed to have made himself familiar with all laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in or upon the work, or in any way affects the conduct of the work.

3. PREPARATION OF PROPOSAL

The bidder must submit his bid proposal on the blank forms herewith provided, and prices must be given both in writing and in figures (if requested). The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and address must be shown. If made by a corporation, the person signing shall state under the laws of what state the corporation was chartered, the location of the home office, and the name and title of officers having authority under the bylaws to sign contracts.

4. LICENSING

The successful Contractor must hold a valid North Carolina General Contractor License (Unlimited or appropriate limited license classification) in accordance with N.C.G.S. Chapter 87, Article 1. The Contractor must also hold any specialty licenses required for electrical, plumbing, and mechanical work, or employ properly licensed subcontractors for such work.

Upon request, bidders shall provide:

- License number
- License type and classification
- License expiration date
- Proof of current license status

Bids submitted by unlicensed contractors will be rejected as non-responsive.

B-2 PRE-BID CONFERENCE

1. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the Bidder's responsibility to ascertain prior to bid time the addenda issued and to see that their bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Contracting Office who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days from the date set for receipt of bids. Neither the City nor the Purchasing Office will be responsible for any oral instructions. All addenda shall be acknowledged by the Bidder(s) on the Proposal Form.

FAILURE TO ACKNOWLEDGE ALL ADDENDA WILL RESULT IN BID REJECTION. It is the bidder's responsibility to check for addenda at [website] or contact the Purchasing Office at (910) 433-1942 prior to bid submission.

B-3 BID SECURITY REQUIREMENTS

Each proposal shall be accompanied by a cash deposit, certified check or cashier's check drawn on a bank or trust insured by the Federal Deposit Insurance Corporation, payable to the City of Fayetteville in an amount equal to not less than 5 percent of the proposal, or in lieu thereof a bidder may offer a bid bond in the amount of 5 percent of the bid executed by a surety company licensed under the laws of the State of North Carolina to execute the contract in accordance with the bid bond and upon failure to make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or give satisfactory surety as required by law.

1. DELIVERY OF PROPOSAL

Each proposal must be submitted in a sealed opaque envelope so marked as to indicate its contents, project number, project title, bidder's name, address, contractor's license number and status. Bids may be mailed to the City of Fayetteville Purchasing Department, Attn: Kimberly Toon, Purchasing Manager, 433 Hay Street, Fayetteville, NC 28301, or may be delivered in person or by express mail to the City of Fayetteville Purchasing Department, Attn: Kimberly Toon, 433 Hay Street, Fayetteville, NC 28301. The City of Fayetteville will not be responsible for picking up bids at the post office. Bids arriving after the hour designated for opening shall not be considered.

2. RECEIPT OF BIDS

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina.

3. WITHDRAWAL OF PROPOSAL

If the bidder desires to withdraw his proposal, he must do so before the time fixed for the receipt of bids, without prejudice to himself by communicating his purpose in writing to the City, and when received it shall be handed to him or to his authorized agent unread. Bids may not be withdrawn after the time for receipt for a period of sixty (60) days.

4. BID OPENING

Bids will be publicly opened and read at **3:00 p.m., December 16, 2025**, in the EE Smith Room, 2nd Floor, City Hall Building, 433 Hay Street, Fayetteville, North Carolina 28301. Bidders or their authorized agents are invited to be present. Upon opening, all bids shall become the property of the City. Bids will not be returned to the Bidder.

B-4 BID FORM AND PRICING SCHEDULE

CITY OF FAYETTEVILLE

BID FORM

BID PROPOSAL PACKAGE

SPLASH PAD INSTALLATION

BID PACKAGE

The undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Standard Specifications, contained in the documents for the consideration of prices quoted for the enclosed contract items.

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT. ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

Name _____ Title _____

Company Name _____

Address _____

Email _____

Signature _____ Phone No. _____

License # _____ Bid Amount\$ _____

Written _____

ACKNOWLEDGEMENT OF ADDENDA

The Vendor has received, acknowledged, and used the following addenda in completing the Proposal. (Initial and Date as appropriate)

Addendum No. 1 _____

Dated: _____

Addendum No. 2 _____

Dated: _____

Addendum No. 3 _____

Dated: _____

Addendum No. 4 _____

Dated: _____

BID PRICING SCHEDULE

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of work completed and of changes in the scope of the work, all in accordance with the contract documents.

Item 1: Splash Pad Installation: North Street Park: 201 Brinkley Street, Fayetteville, NC 28301
Complete cost of Mobilization, Grading, Splash Pad – Fully installed and functional, and Domestic waterline, sewer, and electrical installation.

Total: \$ _____	For Splash Pad Installation.
------------------------	-------------------------------------

B-5 QUALIFICATIONS REQUIREMENTS

1. BID EVALUATION

The City may award bid on the basis of the base bid and any alternates the City chooses. Before awarding a contract, the City may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing the documentary data listed below:

- (1) An up-to-date financial statement or other documentation showing assets and liabilities of the Company.
- (2) A listing of three completed projects of similar scope and nature.
- (3) Permanent name and address of place of business.
- (4) The number of employees of the organization and length of time the organization has been in business under the present name.
- (5) The name and address of the surety proposed and the name and address of the responsible local adjuster for insurance claims.
- (6) The names of members of the firm who hold appropriate trade licenses, together with license numbers.
- (7) An affidavit stating whether or not any OSHA violations have occurred within the past three years.

Failure or refusal to furnish any items of information requested by the City shall constitute a basis for disqualification of any bidder.

Should the City adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above information requested, said apparent low bidder will be so notified and his bid security shall be returned to him.

Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder.

2. MATERIAL GUARANTY

Before the award of contract, the successful bidder, when requested, shall furnish a complete statement of the origin, composition, and manufacturer of any and all materials to be used in the construction of the project together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work. All materials furnished must meet or exceed quality required by the latest specifications of the North Carolina Department of Transportation.

3. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is

interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals for the same work. No contract will be awarded except to competent bidders capable of performing the class of work contemplated.

4. UNBALANCED BIDS

The City reserves the right to reject any bid determined to be unbalanced. In the event that an unbalanced bid is determined to be the lowest responsible bid, the City reserves the right to request negotiation of the particular line item(s) disputed.

5. RIGHT TO REJECT PROPOSALS

The City reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the "Bid Proposal Package" furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditions to the bid or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the City.
- f. If the unit prices contained in the bid are unacceptable to the City.
- g. If the bidder fails to comply with other instructions stated herein.

6. MATERIALS, EQUIPMENT, WORKMANSHIP

- a. The Contractor shall, unless otherwise specified, supply and pay for all labor, materials, tools, and incidentals, necessary for the completion of this work. In addition, the Contractor shall install, maintain and remove all equipment of construction and be responsible for the safe, proper and lawful use of same and shall construct in the best and most workmanlike manner, a completed job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with Industry Standard.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Upon notice, the Contractor shall furnish evidence as to quality of materials.
- c. Whenever products, materials, or equipment are named in the specifications, the specifications shall be interpreted as to mean an item of material or equipment similar to that named and

which is suited for the same use and capable of performing the same function as that named. The Contractor shall obtain written approval from the Engineer for the use of substituted products, materials or equipment claimed as equal to those specified.

- d. All work under this contract shall be performed in a skillful and workman like manner. Workmanship shall at all times be of grade accepted as the best practice of the particular trade involved, and as stipulated in written standards, laws, rules, codes or regulations of recognized organizations or institutes of the respective trades expect as exceeded or qualified by the specifications. The owner may require, at any time during the performance of this project, the removal of any workman adjudged incompetent, careless or otherwise objectionable to the Owner or Engineer. The Contractor shall immediately order such parties removed from the grounds.
7. **CODES AND STANDARDS:** Where reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to National Electrical Codes, North Carolina State Building codes, Federal specifications, ASTM Specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.
 8. **TAXES:** North Carolina Sales Tax and Use Tax apply to materials entering into the City of Fayetteville work as applicable, and as such, costs shall be included in the bid and contract sum.
 9. **SALES TAX CERTIFICATE:** The contractor is to complete City forms certifying sales tax paid, on all materials used in construction. The contractor may use his own computer forms as long as the form supplies all information requested by the City certificate. The certificate shall be furnished with each pay request, regardless of amount, and list taxes for all items included in the pay request. In the event the pay request does not include any taxable items, the certificate is still required and must certify this fact. Pay requests without the required certificate may be denied approval (and thus payment) until the certificate is provided).

Bid Form Submittal Checklist

Splash Pad Installation North Street			
<i>Included? (Please Initial)</i>	<i>Name or description of form</i>	<i>Necessary to submit this form?</i>	<i>When to submit it?</i>
	Completed Bid Form/Bid Proposal Package	Yes	With the bid
	Bid Pricing Schedule	Yes	With the bid
	Signed Non-Collusion Affidavit	Yes	With the bid
	Certificate of Insurance	Yes	With the bid
	Certification of Primary Participant, Regarding Debarment, Suspension, and other responsibility matters	Yes	With the bid
	List of Subcontractors	Yes	With the bid
	Performance Bond and Payment Bond	Yes	With Signed Contract
	City of Fayetteville General Contracting Terms	Yes	With the bid
	Bid Form Submittal Checklist	Yes	With the bid

If this is not submitted with the bid, you may be deemed non-responsive.

SECTION C – CONTRACT REQUIREMENTS

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: **Splash Pad Installation**

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in 2 counterparts.

Witness:

(Contractor: Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. Only)

By: _____

Title: _____
(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Agent)

(Name and Address - Surety Agency)

(Surety Company Name and NC Regional
or Branch Office Address)

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: Splash Pad Installation

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the execution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in 2 counterparts.

Witness:

(Contractor: Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. Only)

By: _____

Title: _____
(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Agent)

(Name and Address - Surety Agency)

(Surety Company Name and NC Regional
Or Branch Office Address)

POWER OF ATTORNEY

(ATTACH)

CERTIFICATE(S) OF INSURANCE

(ATTACH)

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractors."

The insurance required for this contract is as follows:

(a) **Commercial General Liability ISO #CG 00 01 10 93:** The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

(b) **Automobile Liability ISO #CA 00 01 12 93:** The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.

(c) **Workers' Compensation and Employers' Liability Insurance:** The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

(d) **Property Insurance:** If contracted to construct a building, the Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the City, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and to remain in force until the project is completed and accepted by the City.

Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the materials stored on site.

It is the responsibility of the Contractor to inform the policy provider of any and all change orders which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately insure the building during construction will be the Contractor's responsibility.

(e) Owner's and Contractor's Protective Liability I.S.O.#CG 00 09 10 93: The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet

all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Fayetteville or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City of Fayetteville, and agrees to indemnify and hold harmless the City of Fayetteville, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

(1) Any deductible or self-insured retention must be declared to and approved by the City.

(2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insurers as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Coverage shall state that 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.

(b) All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Purchasing Office
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

LIST OF SUBCONTRACTORS

The Prime Contractor states that his Bid is based on quantities received from the following Subcontractors for the various categories of work listed which may exceed 5% of the Contract work; the Prime Contractor agrees that if he is the successful Bidder and if the listed Subcontractors are approved by the Owner's Representative, he shall contract with the approved listed Subcontractors for the performance of this work. The total amount of subcontracted work cannot exceed 49% of the Contract Amount.

Subcontractors Name	Type of Work	% of Contract Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL

COMPANY

BIDDER'S SIGNATURE

TITLE

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant, _____ (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

SIGNATURE

TITLE

PRINTED NAME

DATE

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2022 by, hereinafter called Contractor, and the City of Fayetteville, North Carolina, hereinafter called City.

WITNESSETH

THAT WHEREAS, a Contract for **Splash Pad Installation** has recently been awarded to Contractor by City for \$ _____, a sum equal to the aggregate cost of the work to be done and for labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named therefore in the Proposal attached herewith;

AND WHEREAS, it was provided in said Award that a formal contract would be executed by and between Contractor and City, evidencing the terms of said Award, and agreement on a date to be specified in a written order of City and would complete all work as outlined under SPECIAL PROVISIONS and STANDARD SPECIFICATIONS and would complete all work as required within the schedule as shown in the SPECIAL PROVISIONS.

NOW, THEREFORE, Contractor does hereby covenant and agree with City that it will faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and Provisions and in accordance with the Plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefore in the proposal attached thereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said Award.

Contractor shall promptly make payments to all persons supplying materials in the execution of the work and to all laborers and others employed thereon.

Contractor shall be responsible for all damages to property of the City of Fayetteville, North Carolina, that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of Contractor, its employees or agents, during the progress of or connected with the execution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of Contractor, its agents, employees or workmen. Contractor shall also indemnify and save harmless the City of Fayetteville, North Carolina, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the City of Fayetteville, North Carolina, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence

of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or of any other act or omission of Contractor, its agents, employees, servants or workmen.

It is agreed and understood that the Invitation for Bids, Proposal, Standard Specifications, Special Provisions, and the enumerated addenda and drawings are parts and parcels of this Contract to the same extent as if incorporated herein in full.

It is further mutually agreed that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover performance and payment of the work, Contractor shall, at its expense, within five days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to City. In such event, no further payment to Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to City.

It is further agreed that the Contractor will not discriminate against any employee or applicant because of race, color, creed, sex, or religion.

And City does hereby covenant and agree with Contractor that it will pay to Contractor, when due payable under the terms of said Specifications and said Award, the above mentioned sum, and that it will faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said Award.

It is also agreed that if the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within ten (10) days. The Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any change order or termination, by reason of any variation between the approximate quantities and the quantity of work as done, or for lost profits.

Contractor shall furnish with each pay application on City provided forms, beginning not later than the second application for payment, an affidavit certifying the total cost of materials and North Carolina Sales Tax paid on such materials which are included in the application for payment.

Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders as the context may require.

IN WITNESS WHEREOF, said Contractor has hereunto set its hand and seal (or) has caused these presents to be signed in its corporate name by its corporate seal to be hereto affixed and attested by its Secretary and the City of Fayetteville, North Carolina, has caused these presents to be signed in its corporate name by its authorized representative and seal to be hereto affixed and duly attested by its City Clerk, by authority of the City Council duly given, all as of the day and year first above written.

(Corporate Seal)

(CONTRACTOR)

(SEAL)

BY: _____

TITLE: _____

ATTEST:

Secretary

CITY OF FAYETTEVILLE, NC

By: _____

ATTEST:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

Sign and Attach to Bid

CITY OF FAYETTEVILLE GENERAL CONTRACTING TERMS

The following General Contracting Terms will be incorporated into the Professional Services Agreement with the selected firm:

ASSIGNMENT

It is the intent of this Agreement to secure the personal services of Contractor and failure of Contractor for any reason to make the personal services available to the City of Fayetteville for the purposes described in this contract shall be cause for termination of this contract. Contractor shall not assign this contract without prior written consent of the City of Fayetteville.

GOVERNING LAW

The validity, interpretation, and execution of this contract and the performance of and rights accruing under this Contract are all to be governed by the laws of North Carolina.

COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

SEVERABILITY

The parties agree that if any provision of this contract shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this contract and the requirements of applicable law.

DEFAULT

In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten (10) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.

DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION

Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

E-VERIFY

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

MORALITY CLAUSE

If, in the sole opinion of the City, at any time Contractor any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more of the actions below, the City may immediately upon written notice to Contractor, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City’s finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

NON-APPROPRIATION

Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this agreement for any fiscal year, this contract shall terminate immediately without further obligation of City.

INDEMNIFICATION

To the extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City’s governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his Subcontractor, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this Agreement, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof. Indemnification by the Contractor does not constitute a waiver of the City’s governmental immunity in any respect under North Carolina law.

TERMINATION FOR CAUSE

In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten calendar (10) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed. Contractor shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City’s request.

TERMINATION FOR CONVENIENCE

Upon thirty (30) calendar days' written notice to Contractor, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, Contractor shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Contractor shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, Contractor may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City of Fayetteville. Contractor shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

TERMINATING ILLEGAL DISCRIMINATION CERTIFICATION: Contractor certifies that: (i) it does not operate any DEI programs that violate any applicable Federal anti-discrimination laws, (ii) it is compliant in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions, and (iii) agrees that, if a violation of this certification is found, could lead to liability under the False Claims Act. By signing this Agreement, Contractor further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Contractor's noncompliance with this certification at any time before or during the term of this Agreement.

SURVIVAL OF TERMS

All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

VENUE AND FORUM SELECTION

The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by Contractor but City shall have the right to observe such performance.

AMENDMENT

The City and Contractor may, from time to time, request changes in services to be performed by Contractor. Any such changes that are mutually agreed upon by the City and Contractor shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

ENTIRE AGREEMENT

Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Party.

Contractor Name (Print)

Contractor Signature

Date of Signature

SECTION D – APPENDICES





VORTEX USA Inc.
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Dover, Delaware
United States 19901
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City of Fayetteville

SPECIFICATIONS FOR CONSTRUCTION

1 GENERAL NOTES

- 1.1 THESE DESIGN DOCUMENTS WERE PREPARED BY 'VORTEX AQUATIC STRUCTURES INTERNATIONAL' FOR THE USE OF THEIR CLIENT ONLY. THE MATERIAL USED AND IDENTIFIED IN THEM REFLECTS VORTEX AQUATIC STRUCTURES INTERNATIONAL'S BEST JUDGMENT IN LIGHT OF THE INFORMATION AVAILABLE AT THE TIME OF PREPARATION. FOR THE PURPOSE OF THESE DESIGN DOCUMENTS, 'VORTEX AQUATIC STRUCTURES INTERNATIONAL' IS SYNONYMOUS WITH 'VORTEX'.
- 1.2 VORTEX ACCEPTS NO RESPONSIBILITY FOR DAMAGES, IF ANY, SUFFERED BY ANY THIRD PARTY AS A RESULT OF DECISIONS MADE OR ACTIONS BASED ON THESE DESIGN DOCUMENTS WITHOUT THE PREVIOUS CONSULTATION TO VORTEX.
- 1.3 ALL WORK, MATERIALS AND THEIR ASSEMBLIES SHALL CONFORM TO THE STANDARDS, REGULATIONS AND CODES CURRENTLY IN FORCE FOR ALL TRADES, AISC, ACNOR, EN, OR IBC.
- 1.4 THESE DESIGN DOCUMENTS DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. WHEN APPLICABLE, THE CONTRACTORS SHALL SUPERVISE AND DIRECT ALL THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES AND SEQUENCES AS PER STANDARD BEST PRACTICES.
- 1.5 DO NOT SCALE DRAWINGS.
- 1.6 USE ONLY THOSE MARKED "ISSUED FOR CONSTRUCTION".
- 1.7 THE CONTRACTOR SHALL REVIEW THESE DESIGN DOCUMENTS AND REPORT ANY CONFLICTS OR OMISSIONS TO THE VORTEX IMMEDIATELY.
- 1.8 TEMPORARY SUPPORTS, WHICH WILL BE REQUIRED DURING CONSTRUCTION, SUCH AS FORMWORK, BRACING, SHORING, ETC. ARE NOT SHOWN ON THESE DRAWINGS AND ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL SAFE CONSTRUCTION PROCEDURES ARE FOLLOWED.
- 1.9 THE FOLLOWING SPECIFICATIONS ARE VORTEX'S MINIMUM RECOMMENDATIONS TO OBTAIN A QUALITY PRODUCT. THE CONTRACTOR SHALL FOLLOW THE LOCAL CODES IF MORE RESTRICTIVE.
- 1.10 ALL SEEFLOW COMPONENTS TO BE SNUG-TIGHT ONLY. USING POWER TOOLS OR TIGHTEN HARDWARE FULLY-TENSIONED CAN PRODUCE CRACKING ON THE PLASTIC.

2 EXCAVATION

- 2.1 ANY SHORING OR TEMPORARY SHORING NOT SHOWN ON DRAWINGS WILL BE EXECUTED, IN A SAFE MANNER, BY THE GENERAL CONTRACTOR.
- 2.2 IT IS THE RESPONSIBILITY OF OTHERS TO VERIFY THE EXISTENCE OF ANY UNDERGROUND SERVICES ETC.
- 2.3 IF AVAILABLE, REFER TO SOIL REPORT FOR BACKFILL REQUIREMENTS. ALL BACKFILL (FOR SLAB ON GRADE, ETC.) MUST BE DONE IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED PROFESSIONAL. USE ONLY FREE DRAINING, GRANULAR, MINERAL, INERT AND NON- REACTIVE FILL.

3 FOUNDATIONS

- 3.1 REFER TO SOIL REPORT FOR RECOMMENDATIONS.
- 3.2 ALL FOOTINGS SHALL REST ON A HOMOGENEOUS LAYER OF UNDISTURBED SOIL OR ENGINEERED BACKFILL WITH A MINIMUM ALLOWABLE BEARING CAPACITY OF 100KPA (2000 PSF) AND MAXIMUM DIFFERENTIAL SETTLEMENT OF 0.75" (19mm). ALL ORGANIC MATERIAL SHALL BE REMOVED.
- 3.3 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE SOIL AT ALL FOOTING LOCATIONS BE VERIFIED BY A QUALIFIED SOILS EXPERT BEFORE POURING FOOTINGS TO ENSURE FOOTINGS REST ON APPROPRIATE STRATA.
- 3.4 WHEN APPLICABLE, FOLLOW GEOTECHNICAL EXPERT RECOMMENDATIONS FOR ALL EXTERIOR FOOTINGS TO ENSURE FROST PROTECTION.

4 CONCRETE

- 4.1 ALL CONCRETE MATERIALS, PROCEDURES, TOLERANCES & WORKMANSHIP SHALL CONFORM TO THE LATEST ISSUES OF ACI-318 AND ACI 317 OR ACNOR CAN3-A23.1 & A23.2, DEPENDING ON PROJECT LOCATION.
- 4.2 CONCRETE THAT HAS BEEN IN THE TRUCKS LONGER THAN 2 HOURS SHALL BE REJECTED. DO NOT ADD WATER TO THE CONCRETE IN THE TRUCKS OR ON THE SITE UNDER ANY CIRCUMSTANCES.
- 4.3 USE MAXIMUM 76mm (3") SLUMP, 19 MM (3/4") AGGREGATE, UNLESS OTHERWISE-NOTED. USE 5-7% AIR ENTRAINMENT FOR CONCRETE EXPOSED TO WEATHER ONLY.
- 4.4 ALL GROUT SHALL BE NON-SHRINK TYPE WITH A MINIMUM 28 DAYS STRENGTH OF 5000 PSI (35.0 MPa). USE 1" (25mm) GROUT UNDER ALL STEEL COLUMN BASE PLATES.
- 4.5 CONCRETE STRENGTH @ 28 DAYS TO BE:
 - 4.5.1 FOUNDATIONS (FOOTINGS): 25.0 MPa (3500 PSI), UNLESS OTHERWISE-NOTED.
 - 4.5.2 INTERIOR SLAB ON GRADE: 25.0 MPa (3500 PSI), UNLESS OTHERWISE NOTED.
 - 4.5.3 EXTERIOR SLAB ON GRADE: 28.0 MPa (4000 PSI), UNLESS OTHERWISE NOTED.
- 4.6 MINIMAL RE-BAR COVER:
 - 4.6.1 CONCRETE POURED ON-GRADE = 76mm (3") COVER
 - 4.6.2 CONCRETE POURED INTO FORMWORK BUT EXPOSED TO SOIL AND WEATHER FOR REBAR 10M (#3) AND UNDER = 50mm (2") COVER

5 REINFORCING STEEL

- 5.1 DEPENDING ON PROJECT LOCATION, ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 (BARS 15m (#4) TO BE GRADE 60 WITH SUPPLEMENTARY REQUIREMENTS ON S1. BARS SMALLER THAN 15M (#4), TO BE GRADE 40); OR TO ACNOR GRADE G30.12 [FY = 400MPa (60,000 PSI), UNLESS OTHERWISE NOTED].
- 5.2 USE CONCRETE, PLASTIC OR STEEL SUPPORT BARS, AS PER ACI (MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES). THE RE-BAR PLACER MUST REMAIN ON-SITE DURING POURS TO VERIFY CORRECT POSITIONING OF RE-BARS. SLANT UPPER REINFORCING STEEL IN LINE WITH THE SLOPE OF THE SLAB, IF APPLICABLE.
- 5.3 BARS SHALL BE SECURELY WIRED PER LATEST EDITION OF CRSI (RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS).
- 5.4 ALL REINFORCING STEEL IS TO BE KEPT CLEAN AND FREE OF MUD, SNOW, ICE, AND ANY CONTAMINANTS.
- 5.5 VERTICAL AND CONTINUOUS REBAR SHALL BE LAPPED TO DEVELOP FULL TENSILE CAPACITY OF THE BAR. FOR 15m (#4) BARS MINIMUM LAP OF 610mm (24").
- 6 EXTERIOR / INTERIOR SLAB ON GRADE
 - 6.1 FOLLOW THE GEOTECHNICAL EXPERT RECOMMENDATIONS FOR PREPARATION OF SOIL BEFORE POURING THE CONCRETE. ALL GRANULAR MATERIAL SHALL BE MOISTENED IMMEDIATELY BEFORE POURING THE CONCRETE. WATER AS NEEDED. DO NOT USE A VAPOR BARRIER.
 - 6.2 NO TRUCKS ARE PERMITTED ON THE CONSTRUCTION SITE (OF THE SLAB) AFTER THE FINAL COMPACTION, EITHER BEFORE OR DURING, THE POUR.
 - 6.3 SLAB TO BE MINIMUM 6" THICK, REINFORCED WITH 10m (#3) @ 300mm (12") C/C REBAR PLACED IN BOTH DIRECTIONS AT MID-HEIGHT OF THE SLAB, UNLESS OTHERWISE NOTED ON PLANS.
 - 6.4 REFER TO CONCRETE SECTION FOR MINIMUM COMPRESSIVE STRENGTH AND AIR-ENTRAINMENT REQUIREMENTS.
 - 6.5 FINISHING WILL BE MEDIUM BROOM.

- 6.6 CONTROL JOINTS (SAW-CUTS) TO BE LOCATED IN EACH DIRECTION, AT REGULAR INTERVALS, WITH A MAXIMUM DISTANCE OF 3m (10'). SHALL BE MINIMUM 3mm (1/8") WIDE AND SHALL PENETRATE THE SLAB TO A MINIMUM DEPTH OF 1/3 OF THE THICKNESS OF THE SLAB. CONTROL JOINTS SHOULD BE DONE AS SOON AS POSSIBLE WITHOUT DAMAGING THE CONCRETE, BUT NO LATER THAN 18 HOURS AFTER POURING.
- 6.7 WHEN POSSIBLE AND TO AVOID SHRINKAGE CRACKING, HUMIDITY SHALL BE MAINTAINED FOR 7 DAYS DURING THE CURING PERIOD OF THE SLAB. WATER AND USE POLYETHYLENE CLOTH OR BAG. THE CONCRETE MUST DRY UNIFORMLY.
- 7 CONCRETE WORK IN COLD OR HOT WEATHER (MINIMUM REQUIREMENTS)
 - 7.1 COLD WEATHER REQUIREMENTS APPLY WHEN THE MEAN AIR IS LESS THAN 5 DEGREES CELSIUS (40 DEGREES FAHRENHEIT).
 - 7.2 GENERAL REQUIREMENTS FOR COLD WEATHER CONCRETE WORK SHALL BE AS PER ACI 306R-88; OR AS PER THE NBC'S LATEST REQUIREMENTS INCLUDING THE LATEST ISSUE OF CSA STANDARD CAN3-A23.1.
 - 7.3 ALL SNOW AND ICE SHALL BE REMOVED FROM FORMS AND REBAR WITH STEAM AND COMPRESSED AIR BEFORE POURING. DO NOT USE DE-ICING SALT (CALCIUM CHLORIDE) OR ANY OTHER SALTS UNDER ANY CIRCUMSTANCES.
 - 7.4 CONCRETE SHALL HAVE A MINIMUM TEMPERATURE OF 20 DEGREES CELSIUS AND A MAXIMUM TEMPERATURE OF 25 DEGREES CELSIUS WHILE POURING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS ARE SATISFIED. ANY CONCRETE THAT DOES NOT CONFORM MUST BE REJECTED.
 - 7.5 THE SURFACE OF POURED CONCRETE SHALL BE PROTECTED BY MEANS OF SUITABLE COVERINGS AND INSULATION (TO BE DETERMINED BY TEMPERATURE) DURING THE CURING PROCESS.
 - 7.6 GENERAL REQUIREMENTS FOR HOT WEATHER CONCRETE WORK SHALL BE AS PER ACI 305R-99; OR AS PER LOCAL CODE REQUIREMENTS.

8 PIPING

- 8.1 WQMS AND WCS CONFIGURATION ARE SCHEMATIC AND MAY BE MOVED OR ADJUSTED ON SITE BY VORTEX CERTIFIED INSTALLER TO ADJUST FOR SITE CONDITIONS
- 8.2 ANY REQUIRED BACKFLOW DEVICE, WATER METER OR PRESSURE REGULATOR ON THE CITY WATER MAIN IS NOT PROVIDED BY VORTEX.
- 8.3 DISTANCE BETWEEN THE WQMS (PUMPS, MANIFOLD, ETC.) AND THE WATER CONTAINMENT SYSTEM (WCS) SHALL NOT EXCEED 40 FEET.
- 8.4 MAKEUP WATER LINE PRESSURE SHOULD NOT EXCEED 50 PSI AND/OR LOCAL CODE.
- 8.5 ALL PIPE LINES TO FEATURES TO HAVE 1% MINIMUM RECOMMENDED SLOPE FOR PROPER WINTERIZATION.
- 8.6 ALL LINE SIZING (FEATURE CONNECTION TABLE) ASSUMES A MAXIMUM DISTANCE OF 100 FEET BETWEEN THE WATER DISTRIBUTION MANIFOLD AND THE FURTHEST PLAY PRODUCT. DISTANCES ABOVE 100 FEET MAY REQUIRE AN INCREASE IN LINE SIZING. PLEASE CONTACT VORTEX.
- 8.7 THE LINE DIAMETER FROM DRAIN SHALL BE 6" BASED ON THE MAXIMUM APPROXIMATE FLOW AT 1% SLOPE. FINAL LOCATION OF DRAIN AND LINE ROUTING ARE TO BE DETERMINED BY OTHERS.
- 8.8 PRESSURE LINES ARE RECOMMENDED TO BE SCHEDULE 80 PVC OR PEX, AND NON-PRESSURE LINES TO BE SCHEDULE 40, UNLESS OTHERWISE REQUESTED BY LOCAL CODE.
- 8.9 DRAINAGE LINES ARE RECOMMENDED TO BE SDR 35, UNLESS OTHERWISE REQUESTED BY LOCAL CODE.
- 8.10 CHEMICAL FEED LINES SHALL NOT EXCEED 30 FEET. TUBING PROVIDED BY VORTEX AND INSTALLED BY OTHERS.
- 8.11 PIPING SHOULD BE INSPECTED AFTER TRANSPORTATION FOR CUTS, SCRATCHES, GOUGES OR SPLITS; DAMAGED SECTIONS MUST BE DISCARDED OR CUT OUT.
- 8.12 PIPE SHALL BE INSTALLED BELOW THE FROST LEVEL NOT LESS THAN 12" (ASTM F-645) UNLESS OTHERWISE REQUESTED BY LOCAL CODE.
- 8.13 PIPE INSTALLATION MINIMUM COVER SHOULD BE EVALUATED ACCORDING TO ASTM D-2774, UNLESS OTHERWISE REQUESTED BY LOCAL CODE.
- 8.14 SPECIAL CONSIDERATIONS SHOULD BE TAKEN FOR THERMAL CONDITIONS, EXPANSION AND CONTRACTIONS DUE TO TEMPERATURE SHOULD BE EVALUATED BEFORE THE INSTALLATION BY THE CONTRACTOR.
- 8.15 TOTAL FLOW OF FEATURE IS 189.5 GPM.
- 8.16 4" CHECK VALVE IS OPTIONAL AND RECOMMENDED TO EASE THE MAINTENANCE OF Y-STRAINERS. (NOT PROVIDED BY VORTEX)

9 ELECTRICAL

- 9.1 EQUIPMENT BONDING; FEATURES SHALL BE CONNECTED TO AN EQUIPOTENTIAL BONDING GRID WITH A SOLID RIGID COPPER CONDUCTOR, THE MINIMUM SIZE OF BONDING CONDUCTORS NOT BE SMALLER THAN #6 AMERICAN WIRE GAUGE (AWG) COPPER. BOND TO ALL METALLIC PARTS LOCATED IN THE SPLASHPAD/POOL AND TO THE REBAR, TO RUN CONTINUOUS TO THE WATER PUMP AND ELECTRICAL SUPPLY PANELS.
- 9.2 GRID STRUCTURE; THE EQUIPOTENTIAL BONDING GRID SHALL COVER THE CONTOUR OF THE WATER BODY AREA AND ANY DECK EXTENDING 3FT (1m). HORIZONTALLY FROM THE INSIDE WALLS OF THE SPLASHPAD/WATER BODY. THE EQUIPOTENTIAL BONDING GRID SHALL BE ARRANGED IN A 12 IN (300mm). BY 12 IN (300mm). NETWORK OF CONDUCTORS IN A UNIFORMLY SPACED PERPENDICULAR GRID PATTERN WITH TOLERANCE OF 4 IN (100mm). A J-JUNCTION BOND CLAMP (DIRECT BURIAL CERTIFIED) CLAMPED TO A REBAR WITH WIRE LOOPED THROUGH CONNECTOR AND CLAMPED TO STEEL AND TO THE SPLASHPAD/POOL PUMP WATER
- 9.3 ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED; THE FOLLOWING EQUIPMENT SHALL BE GROUNDED. ALL ELECTRICAL EQUIPMENT LOCATED WITHIN 5FT (1.5 m) OF THE INSIDE WALL OF THE SPECIFIED BODY OF WATER." THIS EQUIPMENT ALSO INCLUDES (BUT NOT LIMITED TO): FEATURES, ELEVATIONS, DRAIN, REBAR, WATER INLET, SKIMMER, LADDER, SLIDES, DIVING STRUCTURE, UNDERWATER LIGHTING, JUNCTION BOXES, AND WATER CIRCULATING/HEATING EQUIPMENT.
- ALL BONDING AND GROUNDING MUST COMPLY WITH NEC, CEC, AND LOCAL CODES.
- 9.4 ALTERNATE MEANS; WHERE STRUCTURAL REINFORCING STEEL IS NOT AVAILABLE OR IS ENCAPSULATED IN A NONCONDUCTIVE COMPOUND, A COPPER CONDUCTOR(S) SHALL BE UTILIZED WHERE THE FOLLOWING REQUIREMENTS ARE MET: (1) AT LEAST ONE MINIMUM 6 AWG BARE SOLID COPPER CONDUCTOR SHALL BE PROVIDED. (2) THE CONDUCTORS SHALL FOLLOW THE CONTOUR OF THE PERIMETER SURFACE. (3) ONLY LISTED SPLICES SHALL BE PERMITTED. (4) THE REQUIRED CONDUCTOR SHALL BE 18 IN TO 24 IN (450mm TO 600mm) FROM THE INSIDE WALLS OF THE POOL. (5) THE REQUIRED CONDUCTOR SHALL BE SECURED WITHIN OR UNDER THE PERIMETER SURFACE (4 IN TO 6 IN (100mm TO 150mm)). BELOW THE SUBGRADE.
- 9.5 SPLASHPAD/POOL WATER; WHERE NONE OF THE BONDED PARTS IS IN DIRECT CONNECTION WITH THE POOL WATER, THE POOL WATER SHALL BE IN DIRECT CONTACT WITH AN APPROVED CORROSION-RESISTANT CONDUCTIVE SURFACE THAT EXPOSED NOT LESS THAN 9 IN (25800mm²) OF SURFACE AREA TO THE POOL WATER AT ALL TIMES. THE CONDUCTIVE SURFACE SHALL BE LOCATED WHERE IT IS NOT EXPOSED TO PHYSICAL DAMAGE OR DISLODGE DURING USUAL POOL ACTIVITIES, AND IT SHALL BE BONDED IN ACCORDANCE WITH NEC, CEC, AND LOCAL CODES.
- 9.6 IT IS THE CUSTOMER/INSTALLER RESPONSIBILITY TO MAKE THE FIELD INSTALLATION NEMA 4 COMPLIANT - THE INSTALLATION MUST COMPLY WITH LOCAL ELECTRICAL CODE REQUIREMENTS AND BE APPROVED BY LOCAL ELECTRICAL INSPECTION AUTHORITIES. CONTROLLER AND/OR CONTROL PANEL NOT TO BE INSTALLED IN DIRECT SUNLIGHT.
- 9.7 WIRING FROM THE CONTROLLER TO EACH ACTIVATOR SHALL BE #22 AWG. A TOTAL OF TWO (2) CONDUCTORS PER ACTIVATOR. CABLE LENGTH UP TO 300' (100m), PROVIDED BY OTHER.
- 9.8 ALL CONNECTIONS TO THE CONTROLLER AND OTHER VORTEX ELECTRICAL PANEL SHALL BE PERFORMED USING AN APPROVED NEMA 4X CONNECTOR.

- 9.9 WIRE FROM MAIN POWER TO VORTEX PANEL TO BE DETERMINED BY OTHERS RESPECTING THE LOCAL CODE.
- 9.10 MAINTAIN A MINIMUM CLEARANCE ZONE OF 36" (1m) FRONT OF ELECTRICAL PANEL, UNLESS OTHERWISE REQUESTED BY LOCAL CODE.
- 9.11 AS PER ELECTRICAL CONSTRUCTION AND SAFETY CODES: CONTROLLER AND ANY OTHER ELECTRICAL ENCLOSURES MUST BE HARD-WIRED TO A GROUND FAULT CIRCUIT INTERRUPTER (GFCI) FROM THE INPUT POWER SOURCE.
- 9.12 ALL ELECTRICAL WORK SHOULD BE PERFORMED BY A LICENSE ELECTRICIAN IN ACCORDANCE TO LOCAL ELECTRICAL CONSTRUCTION AND SAFETY CODES.
- 9.13 THE MAESTROPRO CONTROL PANEL IS POWERED THROUGH A MAESTROPRO POWER BOX.
- 9.14 THE POWER CABLE TO MAESTROPRO POWER BOX IS SUPPLIED BY OTHER.
- 9.15 THE MAESTROPRO CONTROL PANEL INTEGRATES 24 DIGITAL OUTPUTS WITH 24 VAC AND 12 DIGITAL INPUTS.
- 9.16 FOR REMOTE ACCESS ABILITY, A HARD CONNECTION TO AN EXISTING NETWORK IS REQUIRED USING A CAT 5 CABLE OR A CELLULAR NANO-SIM CARD WITH DATA-PLAN.



FOR APPROVAL

CLIENT HAS REVIEWED ELECTRICAL, WATER AND DRAINING REQUIREMENTS PROVIDED IN THIS DRAWING. CLIENT TO HIGHLIGHT ANY DISCREPANCIES OR CHANGES REQUIRED.

- O APPROVED AS SHOWN**
- O APPROVED AS NOTED.**
- O REVISE AND RESUBMIT AS NOTED.**

PLEASE NOTE THAT THE DRAWING IS ASSUMED APPROVED BY CLIENT IF NO COMMENTS ARE MADE WITHIN 2 WEEKS OF RECEIPT OF THIS DRAWING.

SIGNATURE :
DATE:

Drawing #	Drawing Name	Rev #
A-001	Spray Zone Layout	00
A-002	Site Layout	01
A-003	Equipment Room Layout	01
A-004	Anchor Plan	00
A-005	Anchor Plan	00
C-001	Embed Details	00
C-002	Embed Details	00
C-003	Slab on Grade	00
P-001	Plumbing Layout	00
P-002	Plumbing Layout	00
PD-001	Plumbing Details	00
PD-002	Plumbing Details	00
PD-003	Plumbing Details	00
PD-004	Plumbing Details	00
PD-005	Plumbing Details	00
E-001	Electrical Layout	00
E-002	Electrical Layout	00
E-003	Bonding Layout	00
ED-001	Electrical Details	00
FT-001	Feature Drawings	00

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Abbreviations	
A	Architectural
C	Civil Work
P	Plumbing Layout
PD	Plumbing Details
E	Electrical Layout
ED	Electrical Details
FT	Feature Drawings

SPLASHPAD INFORMATION

TOTAL AREA : 1999 ft² 186m²
 SPRAY AREA : 1250 ft² 116m²

PRODUCT LEGEND

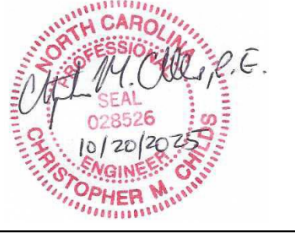
Ref	Product	Qty
A	Activator N°4 VOR 0622	1
B	Playsafe Drain N°4 VOR 1004	1
C	Spraylink Jet N°2 VOR 3001	3
D	Spraylink Bloom VOR 3006	4
E	Turtle N°2 VOR 7216	1
F	Bobble N°2 VOR 7233	1
G	Twinsplash VOR 7242	1
H	Frog N°5 VOR 7658	1
I	Butterfly N°1 VOR 7792	1



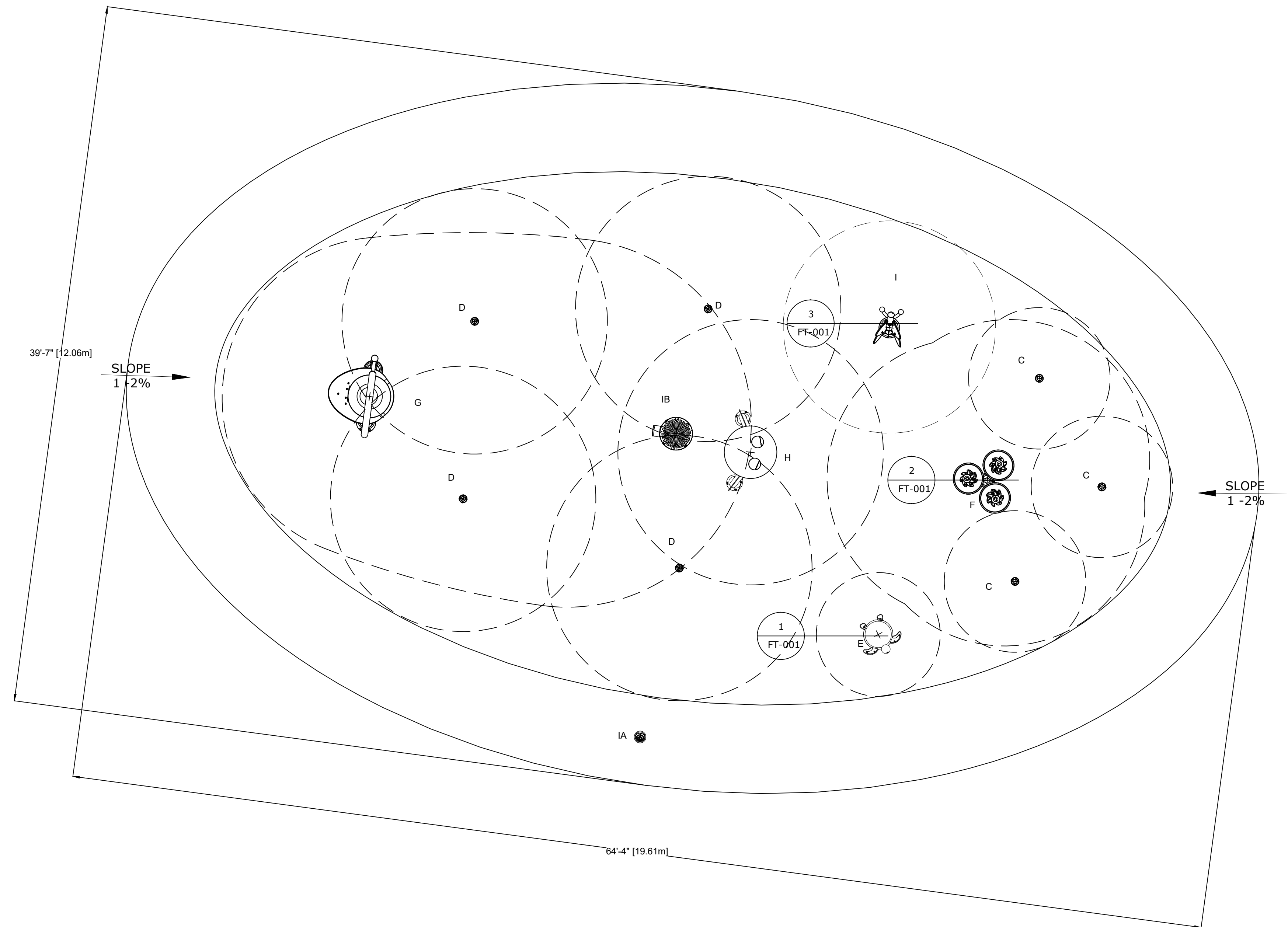
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 United States 19901
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City of Fayetteville



1 **SPRAY ZONE & FEATURE PLAN**
A-001
 1. 5'[1.5M] SPRAY FREE AREA ALL AROUND THE SPLASHPAD
 2. RECOMMENDED SLOPE: 1-2% TOWARDS DRAINAGE.
 3. COORDINATE THESE DRAWINGS WITH ARCHITECTURAL , CIVIL, PLUMBING & ELECTRICAL SECTIONS.

Project Location
 SP, NC

Project Number
 41432

Order Number
 VA

Date	Issued Construction	00	MS
Date	Revision Description	No.	By
18/Sep/2025	Issued Construction	00	MS

Drawing Title

Site Layout

Drawn by
 MS

Verified by
 DS

Scale
 1/4"=1'-0"

Date
 18/Sep/2025

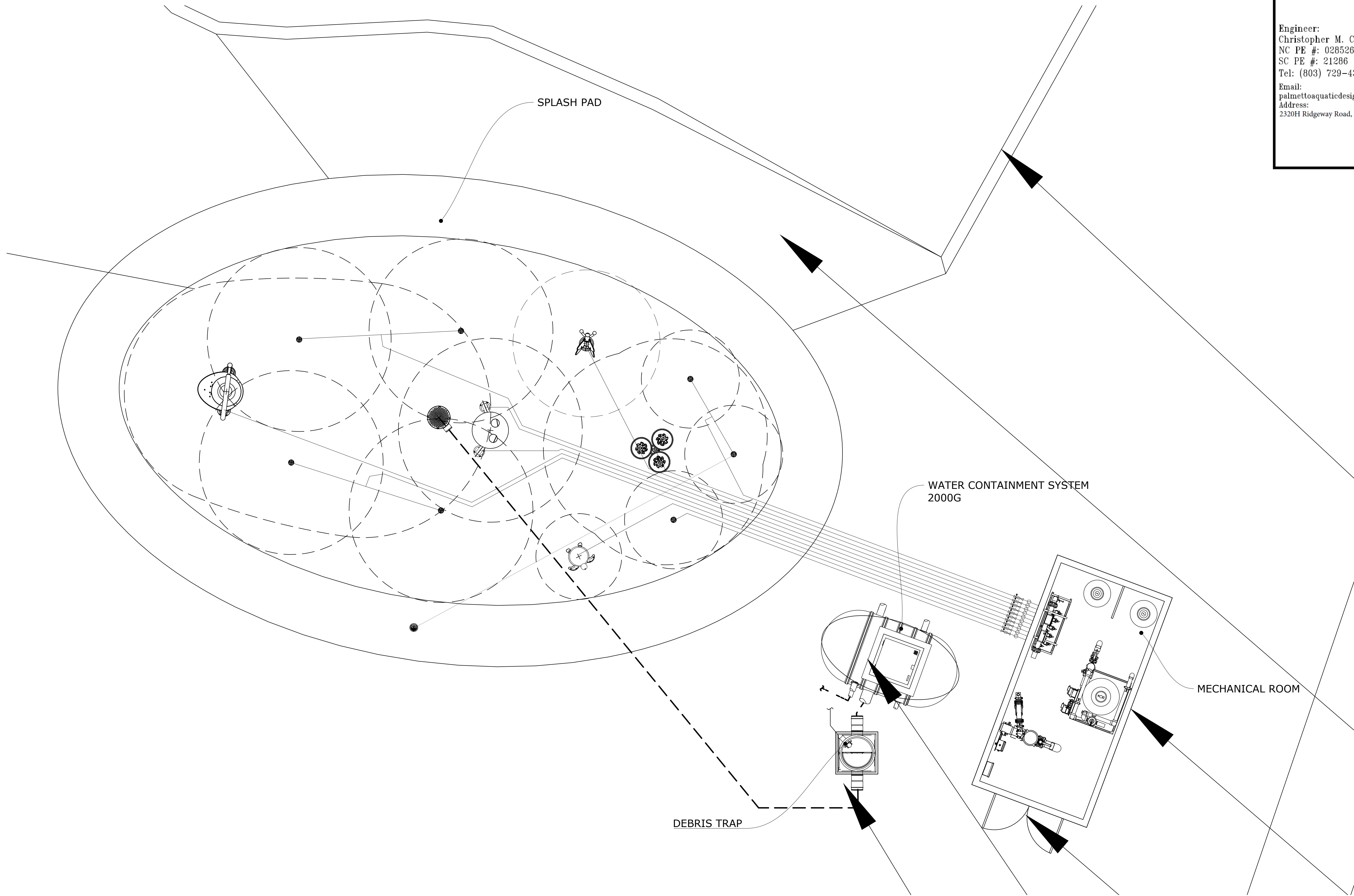
Page #
 A-001

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City of Fayetteville



1 SITE LAYOUT
 A-002

Project Location
 SP, NC

Project Number
 41432

Order Number
 VA

Date	Revision Description	No.	By
18/Sep/2025	Issued for Construction	01	MS
11/Sep/2025	Issued for Approval	00	BR

Drawing Title

Site Layout

Drawn by
 MS

Verified by
 DS

Scale
 1/4" = 1'-0"

Date
 18/Sep/2025

Page #
 A-002

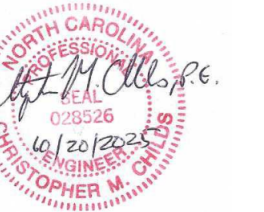
Ref	Product	Qty
A	Activator N°4 VOR 0622	1
B	Playsafe Drain N°4 VOR 1004	1
C	Sprayink Jet N°2 VOR 3001	3
D	Sprayink Bloom VOR 3006	4
E	Turtle N°2 VOR 7216	1
F	Bobble N°2 VOR 7233	1
G	Twinsplash VOR 7242	1
H	Frog N°5 VOR 7658	1
I	Butterfly N°1 VOR 7792	1



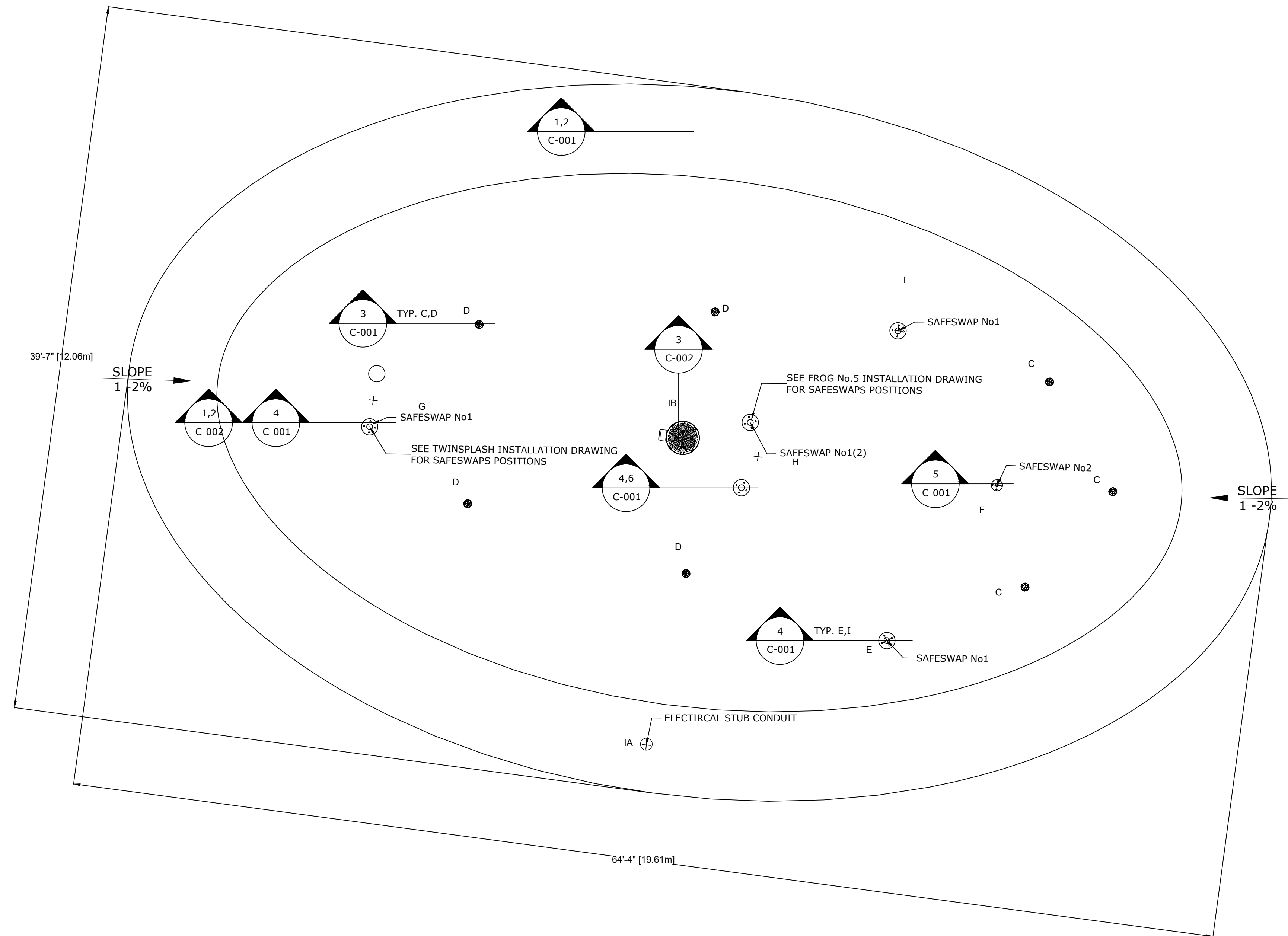
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City of Fayetteville



1
A-004 **ANCHOR PLAN**
1. REFER TO SPECIFICATIONS ON COVER PAGE.
2. COORDINATE THESE DRAWINGS WITH ARCHITECTURAL, CIVIL, PLUMBING & ELECTRICAL SECTIONS.

Project Location
SP, NC

Project Number
41432

Order Number
VA

Date	Issued Construction Revision Description	No.	MS By
18/Sep/2025		00	MS

Drawing Title
Anchor Plan

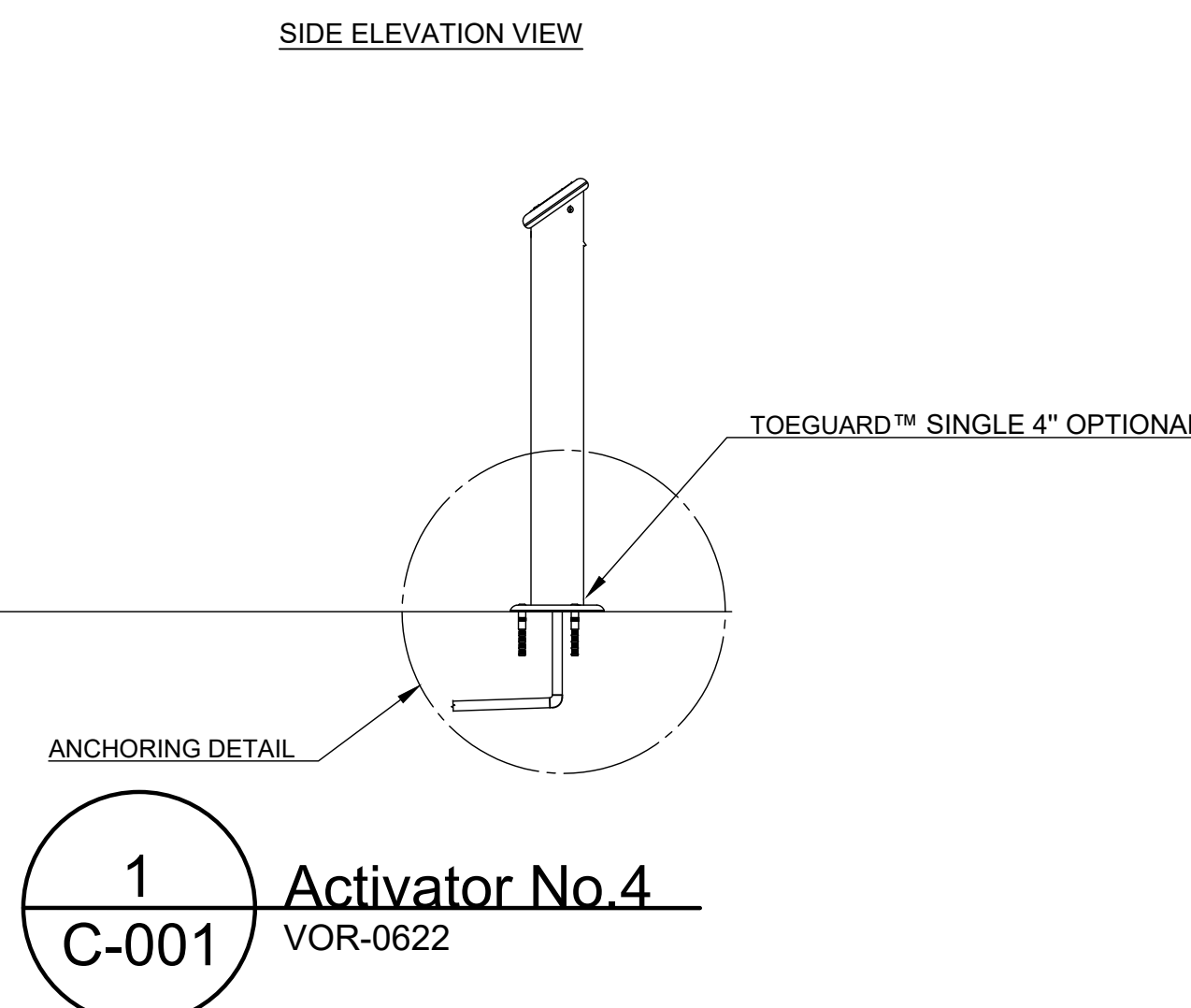
Drawn by
MS

Verified by
DS

Scale
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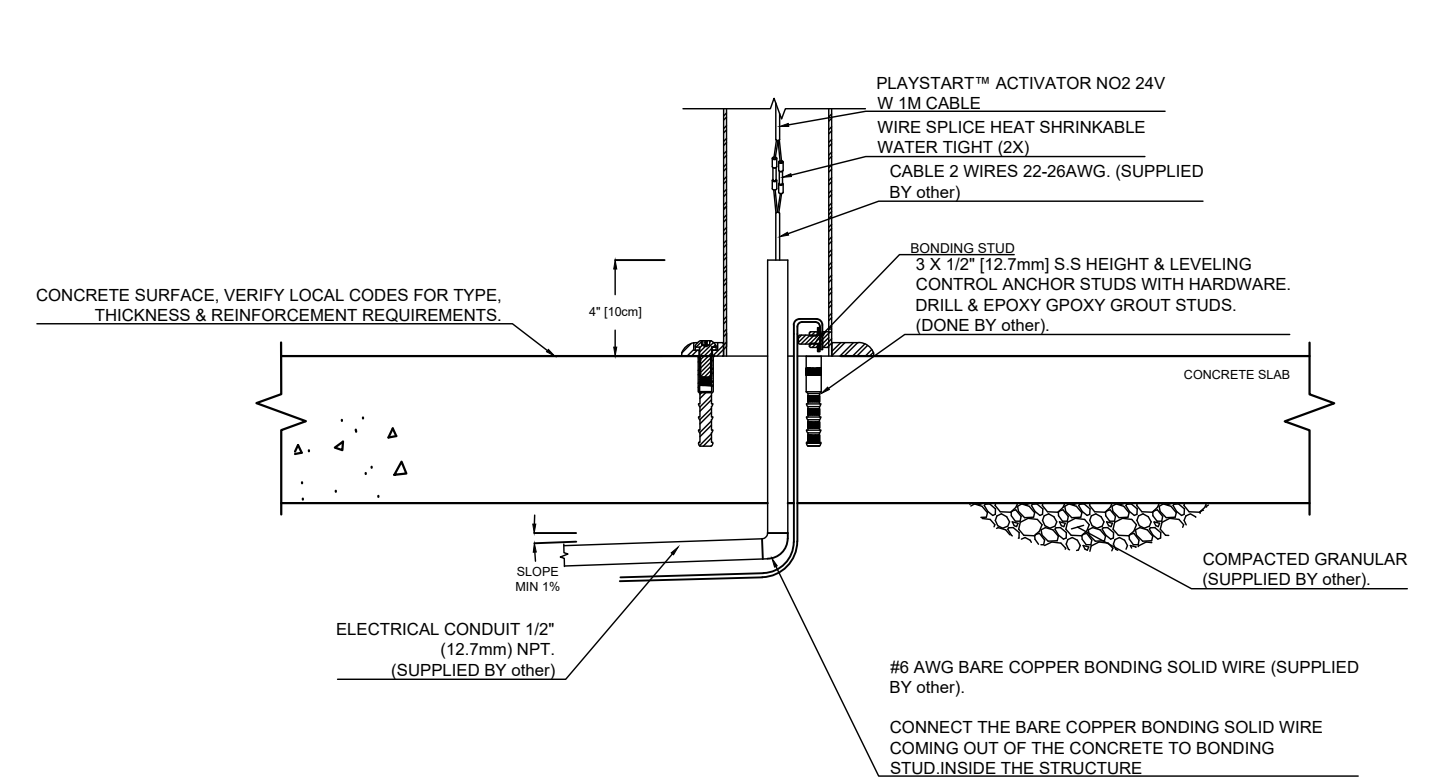
Date
18/Sep/2025

Page #
A-004

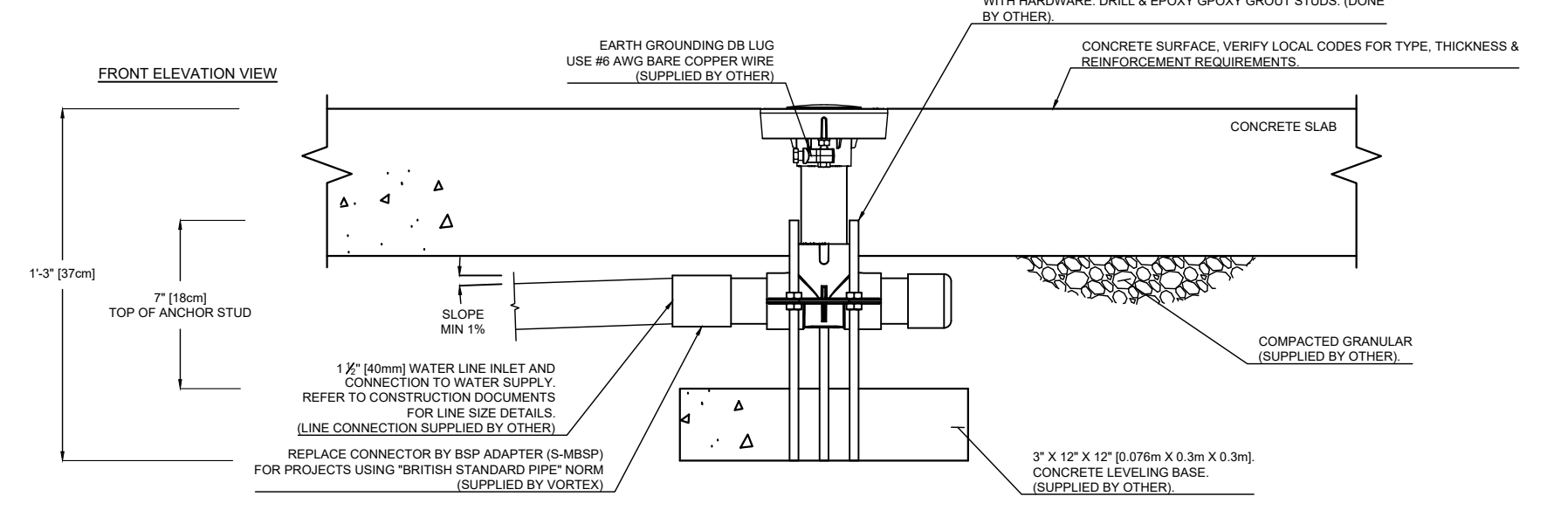
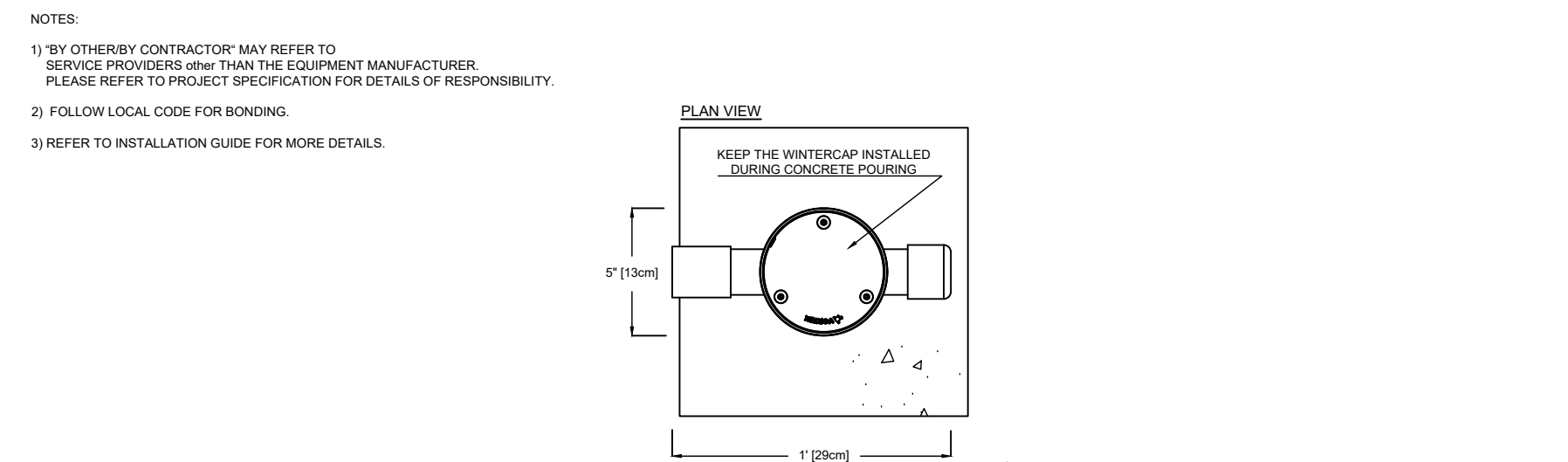


1
C-001 **Activator No.4**
VOR-0622

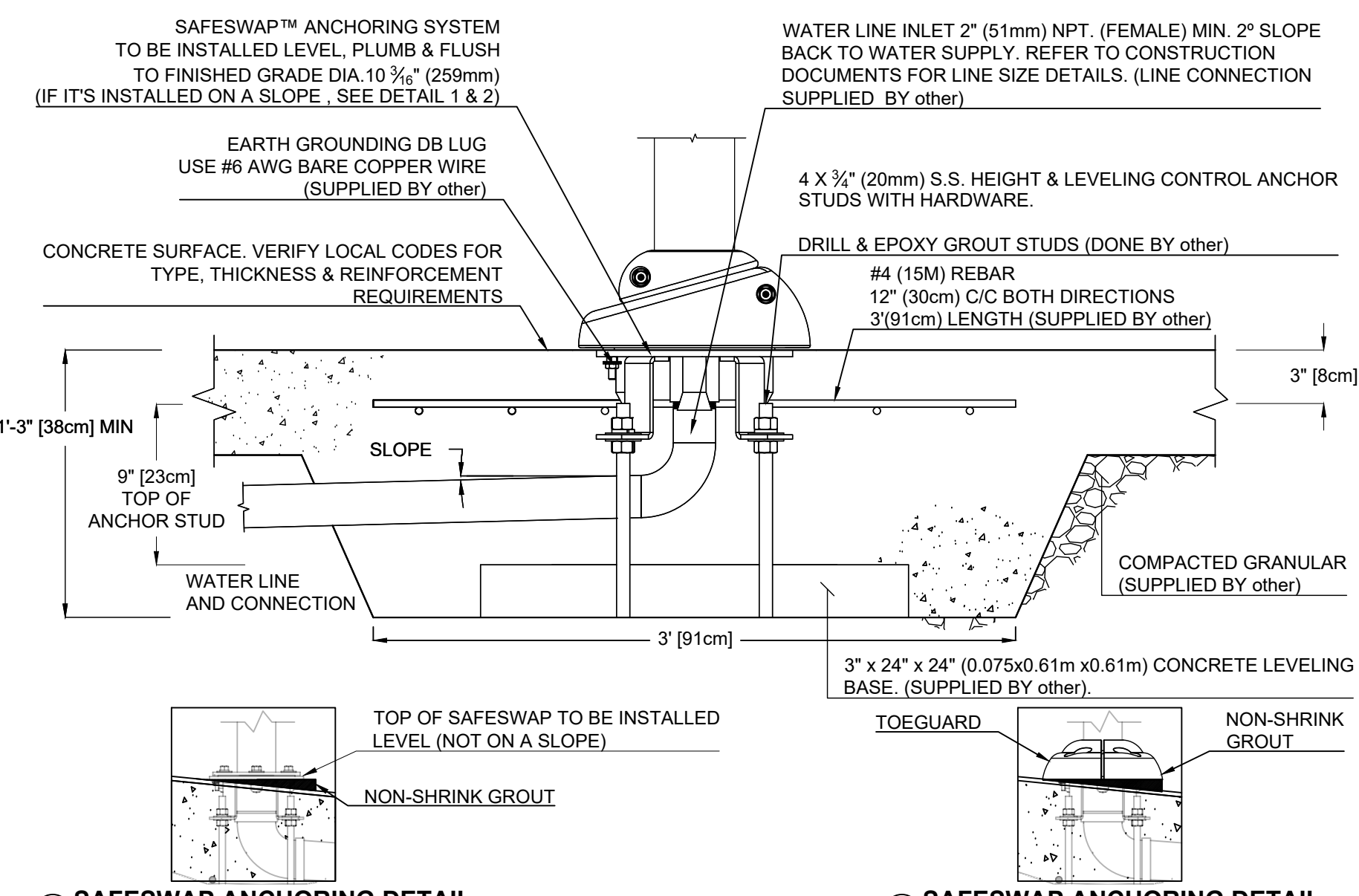
NOTES:
1) BY OTHER CONTRACTOR MAY REFER TO SERVICE PROVIDERS OTHER THAN THE EQUIPMENT MANUFACTURER. PLEASE REFER TO PROJECT SPECIFICATION FOR DETAILS OF RESPONSIBILITY.
2) FOLLOW LOCAL CODE FOR BONDING.
3) REFER TO INSTALLATION GUIDE FOR MORE DETAILS.



2
C-001 **Activator No.4**
VOR-0622

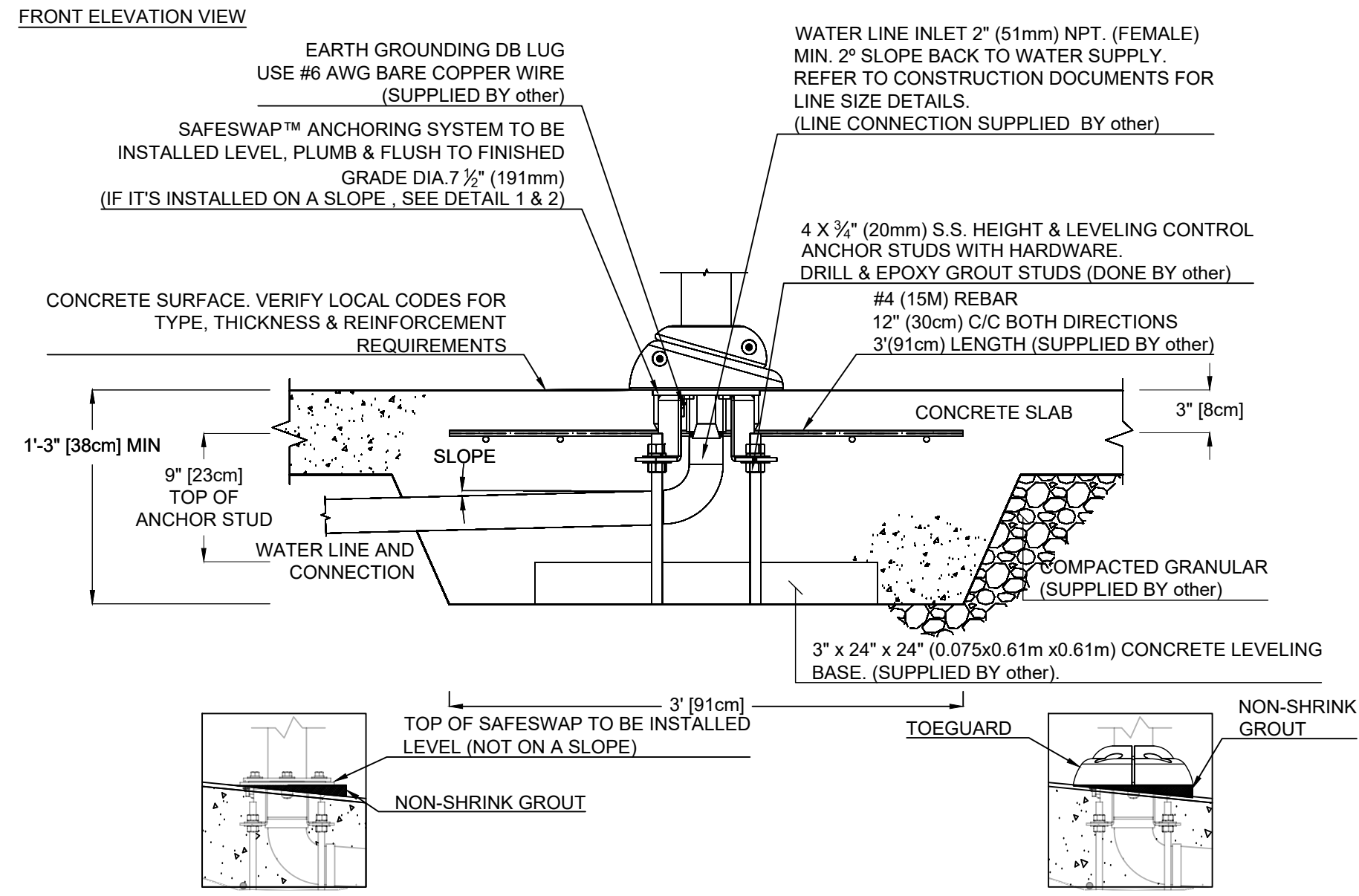


3
C-001 **Spraylink Anchor - (1 1/2" Inlet)**



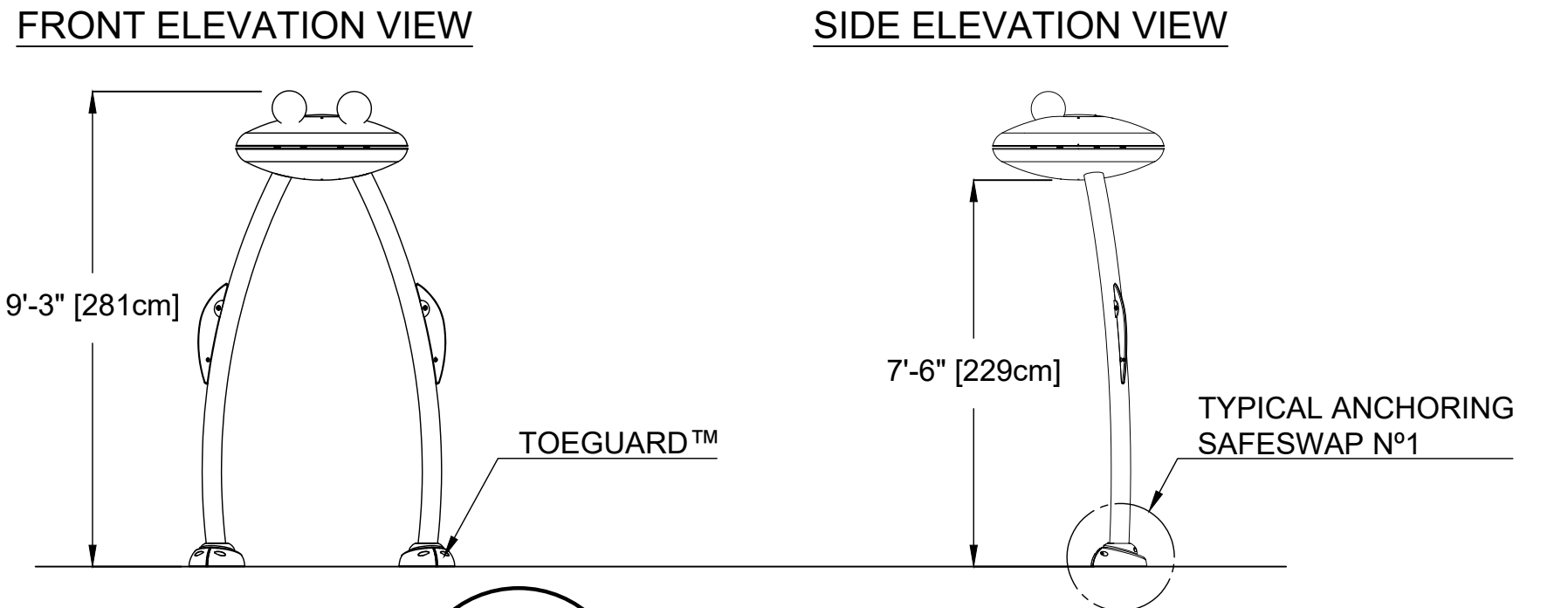
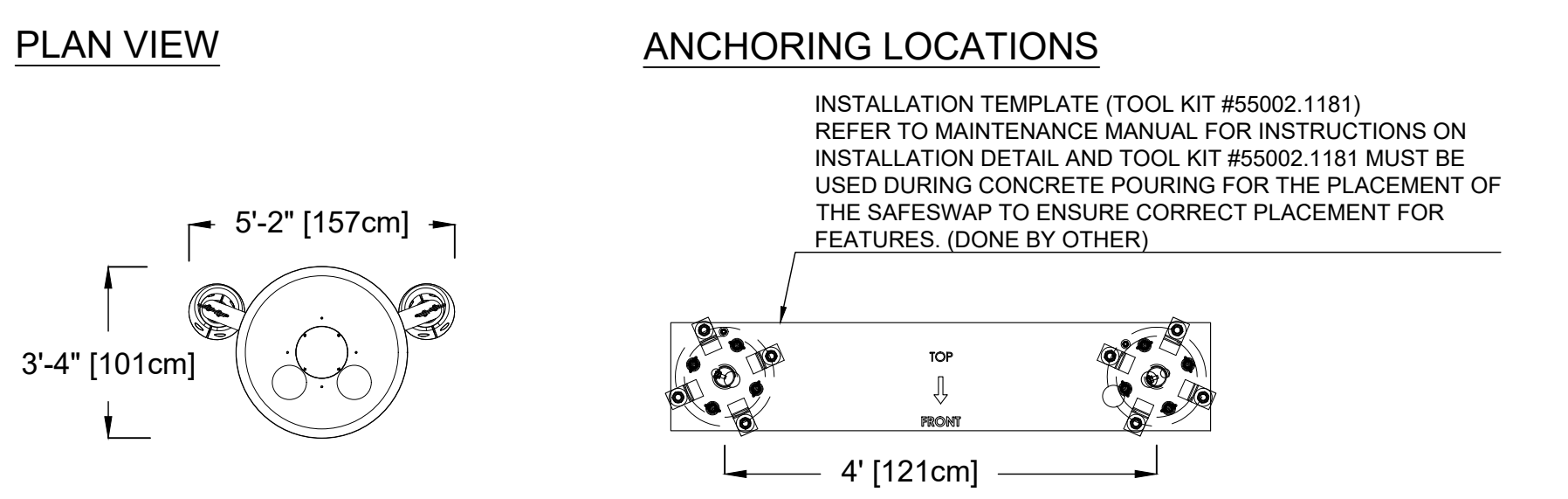
1 SAFESWAP ANCHORING DETAIL **2 SAFESWAP ANCHORING DETAIL**

4
C-001 **Safeswap No. 1 Anchor TYP.**
VOR-55000.0430



1 SAFESWAP ANCHORING DETAIL **2 SAFESWAP ANCHORING DETAIL**

5
C-001 **Safeswap No. 2 Anchor TYP.**
VOR-55000.0570



6
C-001 **Frog No.5**
VOR-7658.2XXX

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Project Location			
SP, NC			
Project Number			
41432			
Order Number			
VA			
18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By
Drawing Title			
Embed Details			
Drawn by	Verified by		
MS	DS		
Scale	Date		
N.T.S.	18/Sep/2025		
Page #			
C-001			

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City of Fayetteville

Project Location
SP, NC

Project Number
41432

Order Number
VA

Date	Issued Construction Revision Description	00	MS
18/Sep/2025			

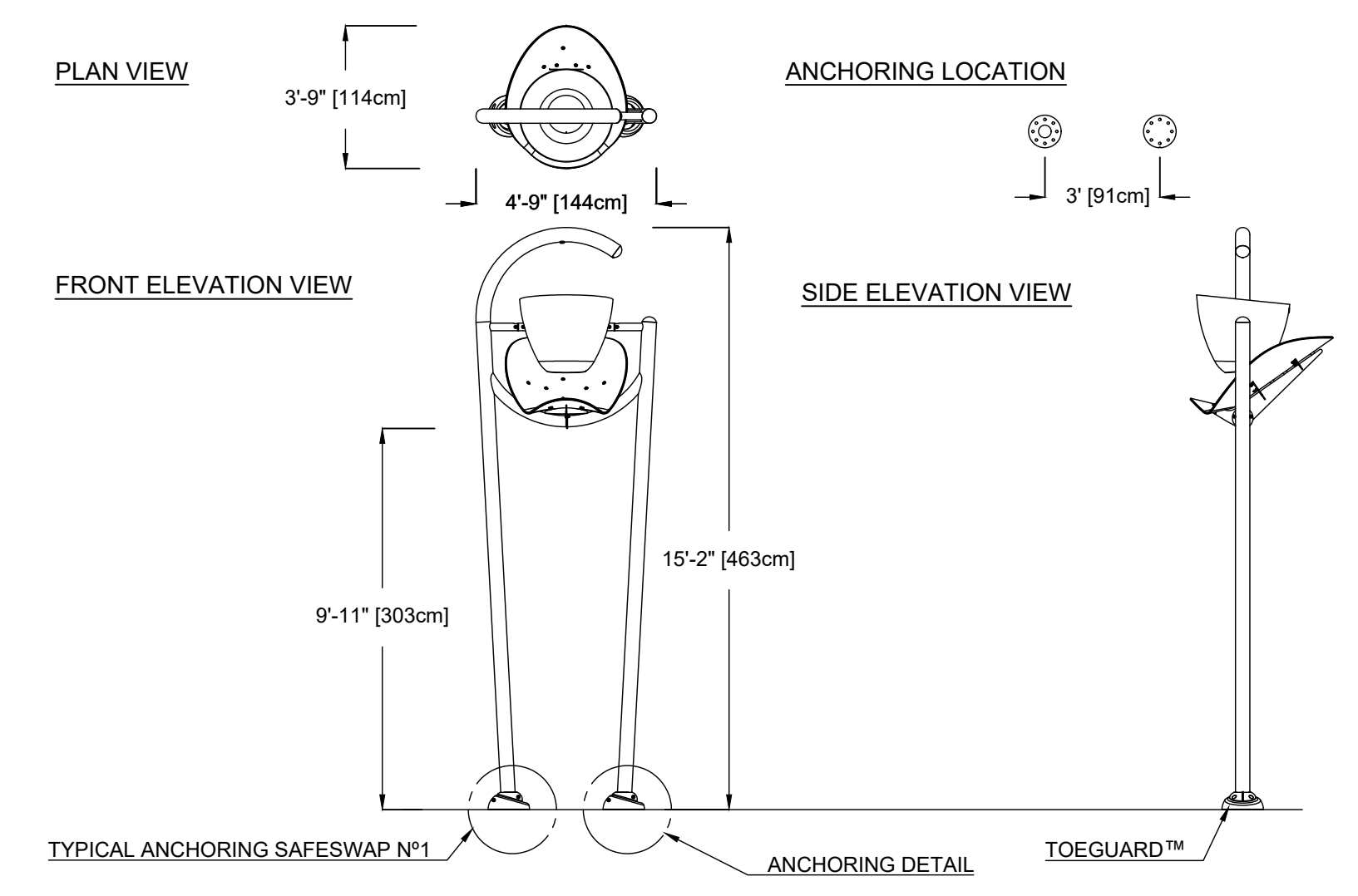
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Embed Details

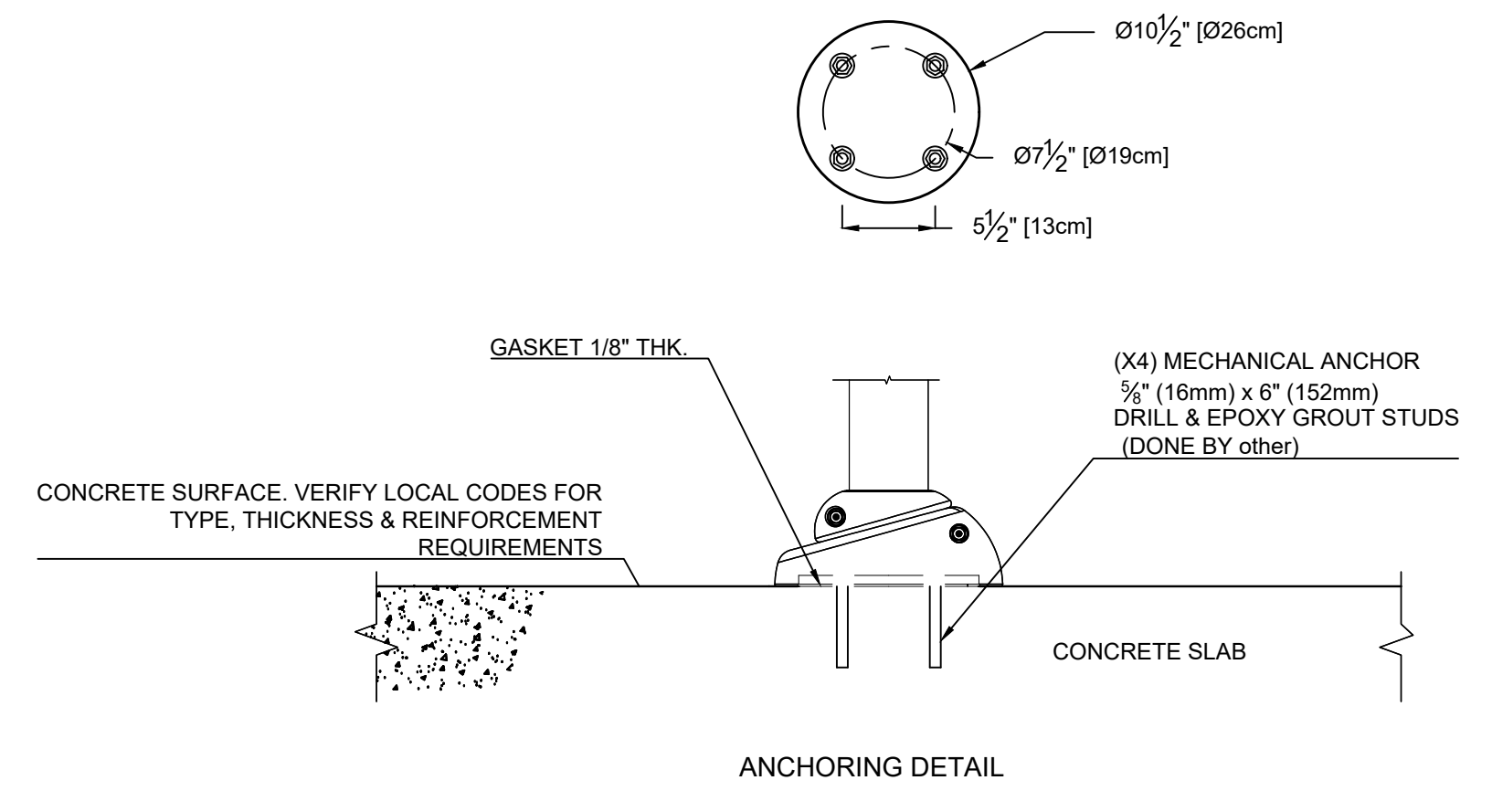
Drawn by MS	Verified by DS
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Scale N.T.S.	Date 18/Sep/2025
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Page #
C-002



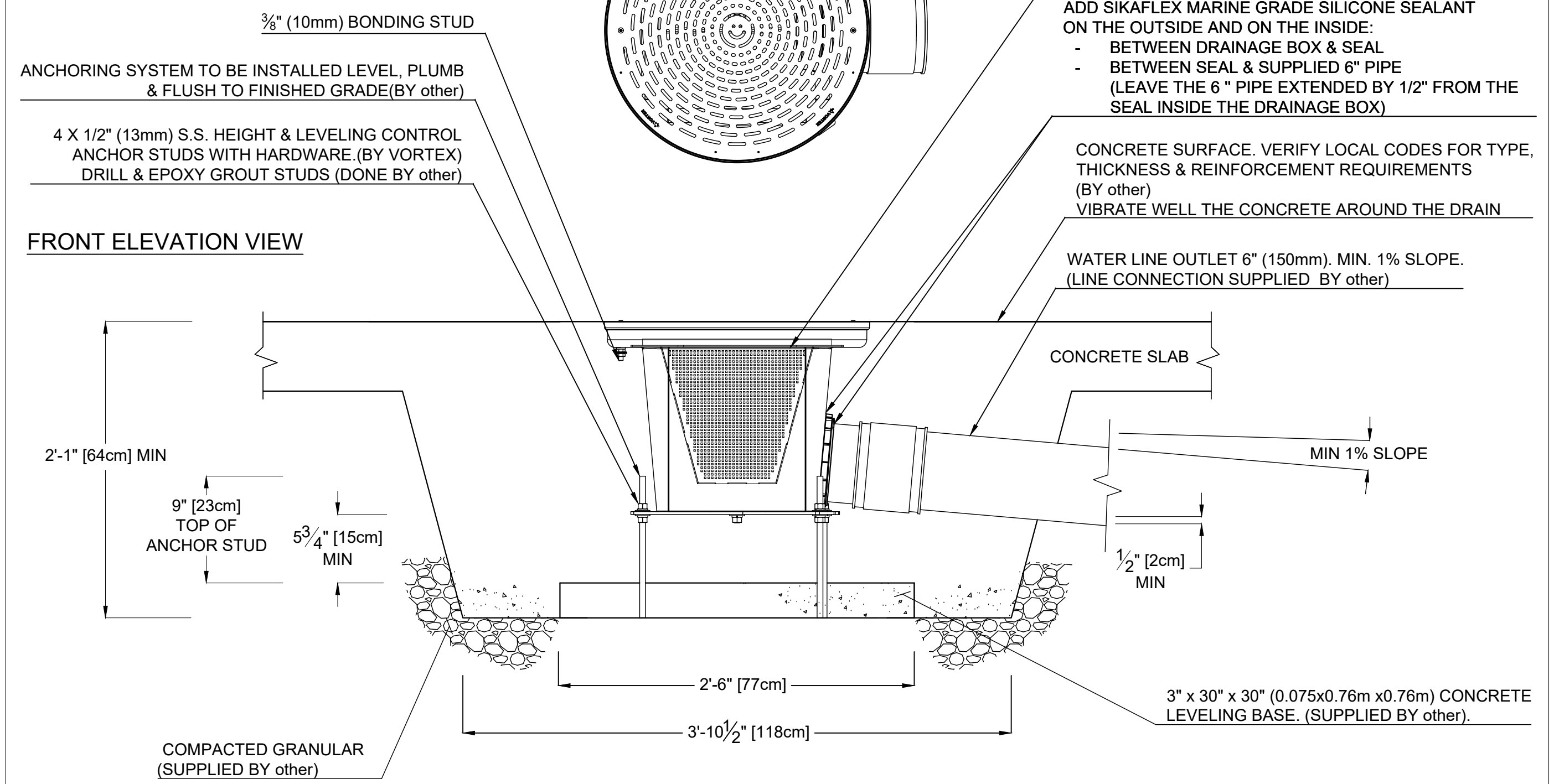
1
C-002 Twinsplash
 VOR-7242.2XXX



2
C-002 Twinsplash
 VOR-7242.2XXX

PLAN VIEW

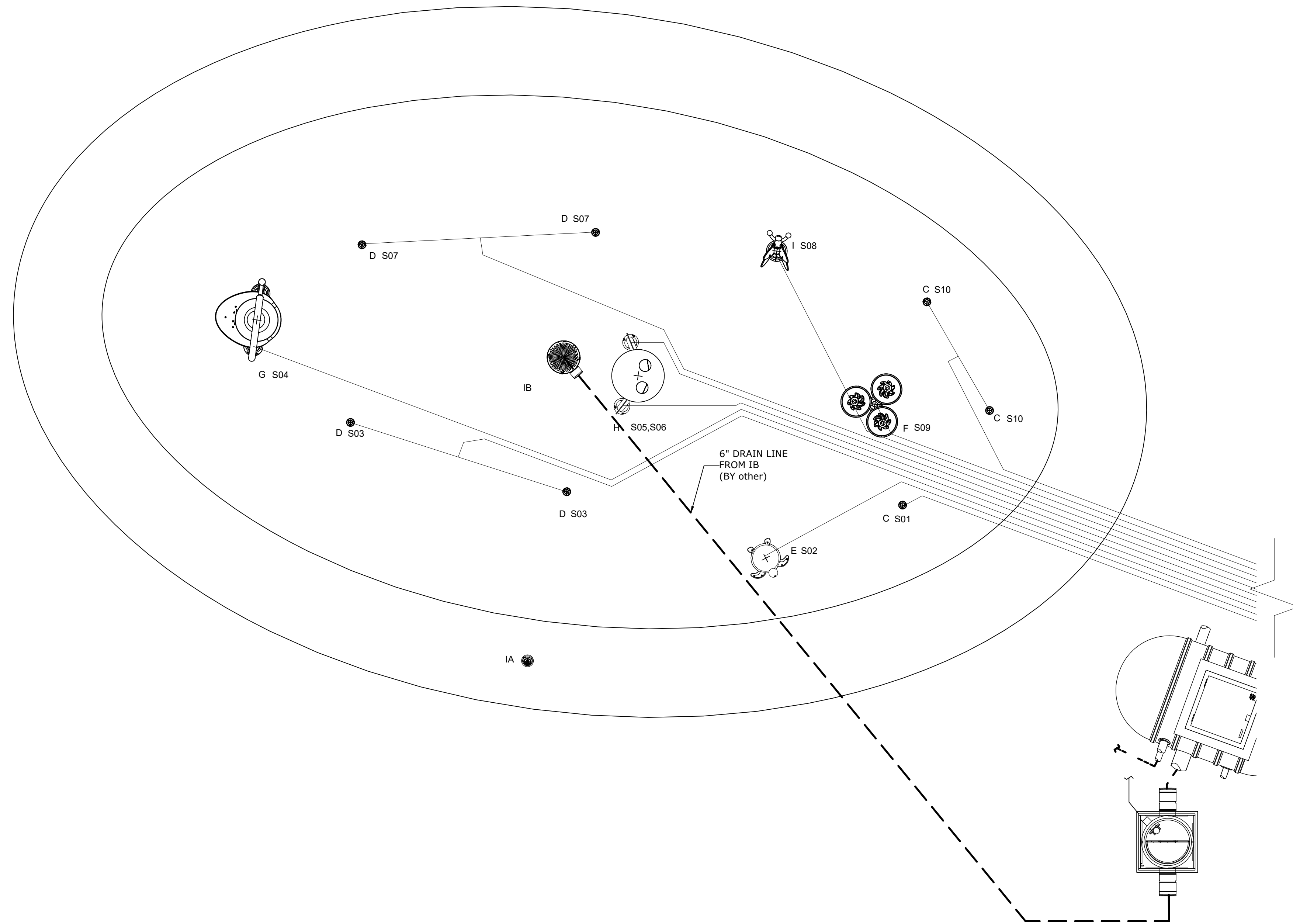
Note:
1- Cover plate must be install during concrete pouring.



3
C-002 Playsafe Drain No. 4
 VOR-1004.4000

Feature Connection Table						
Manifold Output Ref.	Solenoid Valve	Feature Ref.	Feature	Qty	Line Size	Gpm
S01	1 1/2" Std	C	Spraylink Jet N°2 VOR 3001	1	1 1/2"	5.0
S02	1 1/2" Std	E	Turtle N°2 VOR 7216	1	1 1/2"	12.5
S03	1 1/2" Std	D	Spraylink Bloom VOR 3006	2	1 1/2"	16.0
S04	1 1/2" Std	G	Twinsplash VOR 7242	1	1 1/2"	12.0
S05	1 1/2" Std	H	Frog N°5 VOR 7658	1	2"	90.0
S06	1 1/2" Std				2"	
S07	1 1/2" Std	D	Spraylink Bloom VOR 3006	2	1 1/2"	16.0
S08	1 1/2" Std	I	Butterfly N°1 VOR 7792	1	1 1/2"	6.5
S09	1 1/2" Std	F	Bobble N°2 VOR 7233	1	1 1/2"	21.5
S10	1 1/2" Std	C	Spraylink Jet N°2 VOR 3001	2	1 1/2"	10.0

Product Legend		
Product Ref.	Product	Qty
IA	Activator N°4 VOR 0622	1
IB	Playsafe Drain N°4 VOR 1004	1



1
P-001

PLUMBING LAYOUT

1. REFER TO SPECIFICATIONS ON COVER PAGE
2. COORDINATE THESE DRAWINGS WITH ARCHITECTURAL, CIVIL, PLUMBING & ELECTRICAL SECTIONS.

WATER LINE —————
DRAIN LINE - - - - -

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VORTEX

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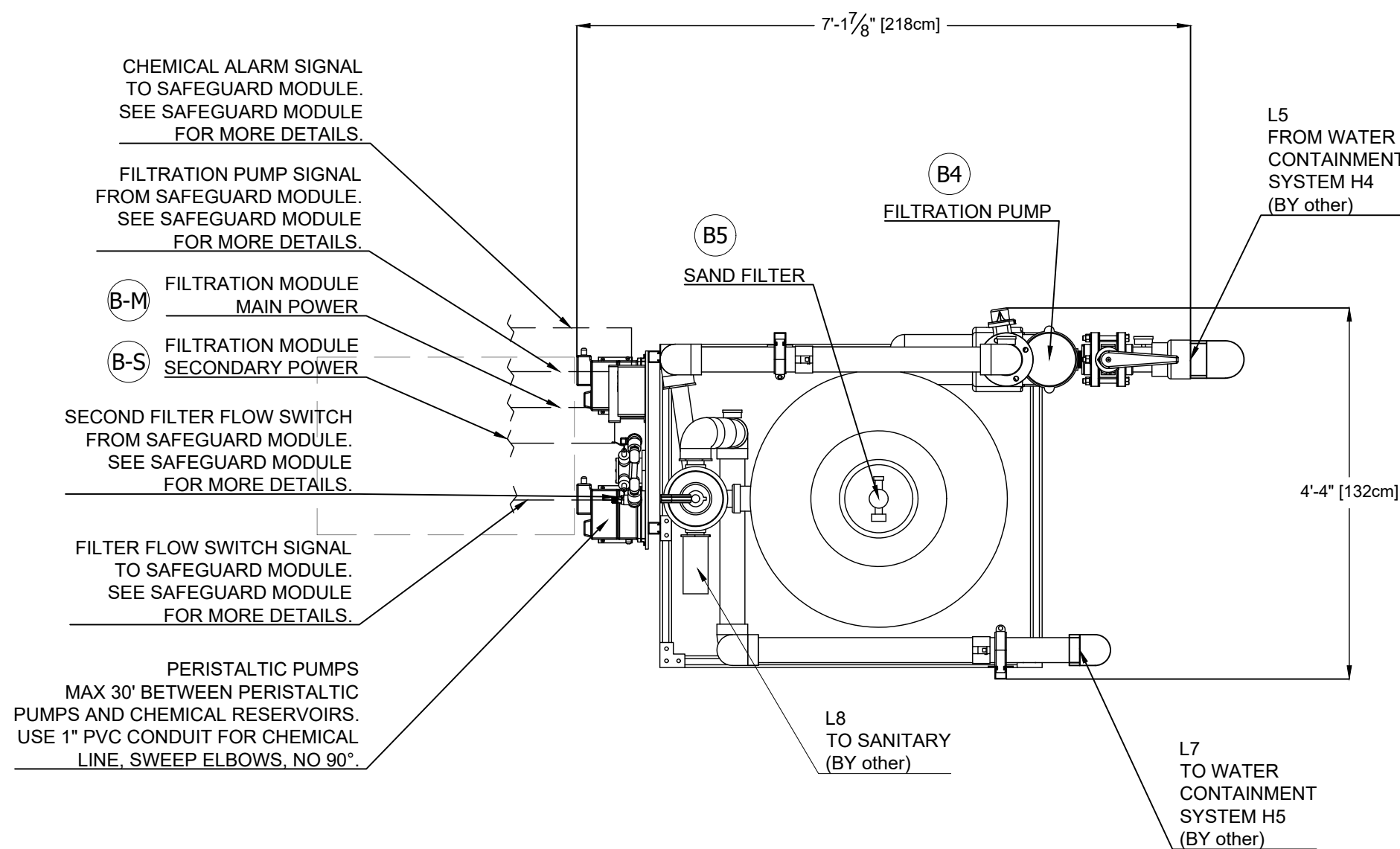
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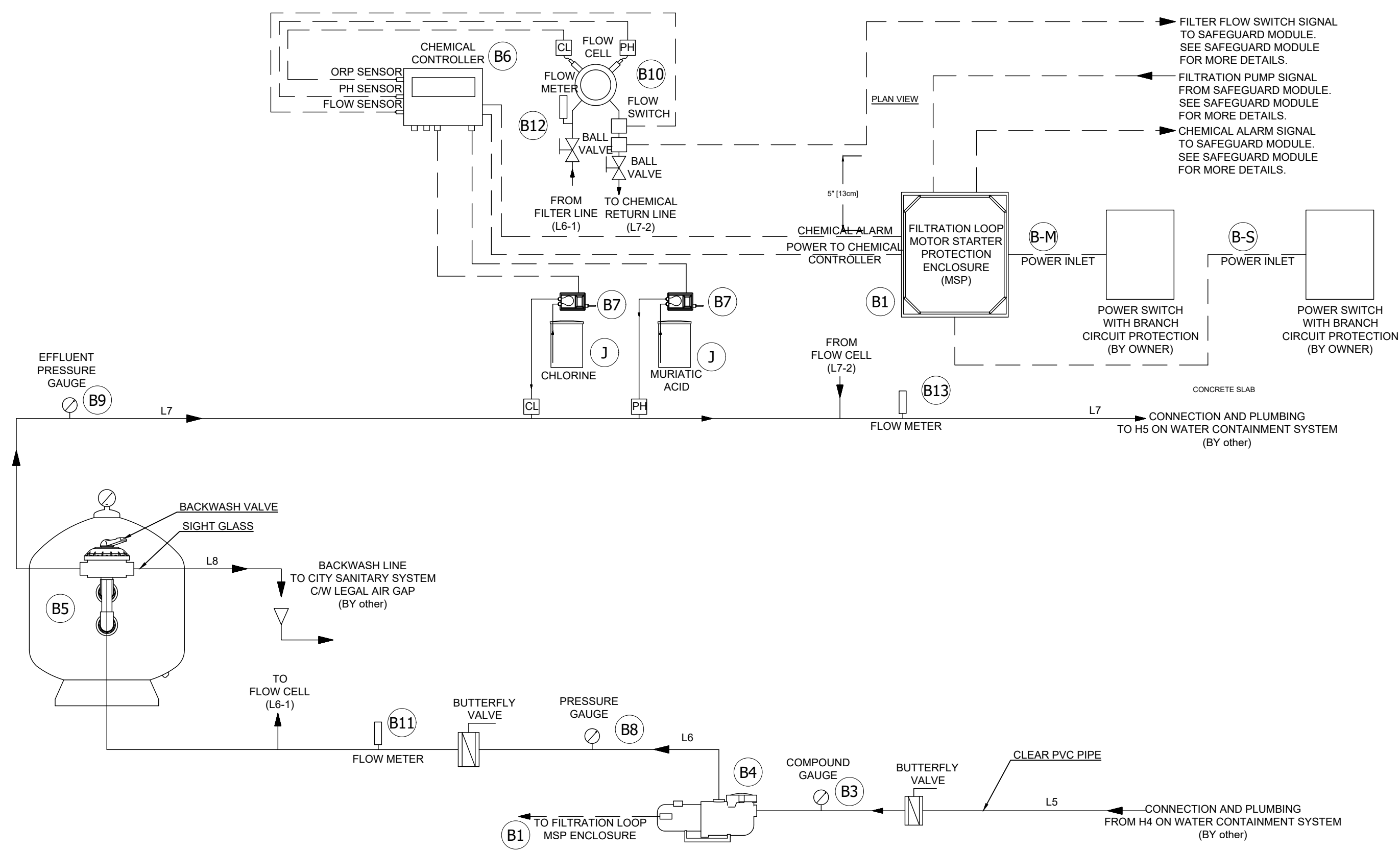
City of Fayetteville

Project Location			
SP, NC			
Project Number			
41432			
Order Number			
VA			
18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By
Drawing Title			
Plumbing Layout			
Drawn by	Verified by		
MS	DS		
Scale	Date		
1/4"=1'-0"	18/Sep/2025		
Page #			
P-001			

NOTE:
 A) VERIFY LOCAL CODES FOR MINIMUM ACCESS DIMENSIONS AROUND ELECTRICAL ENCLOSURES.
 B) PIPE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 C) DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 D) BY OTHER/CONTRACTOR MAY REFER TO SERVICE PROVIDERS OTHER THAN THE EQUIPMENT MANUFACTURER. PLEASE REFER TO PROJECT SPECIFICATION FOR DETAILS OF RESPONSIBILITY.
 E) DIRECTION OF FLOW FOR PLUMBING SHALL BE LABELED USING DIRECTIONAL SYMBOLS.
 F) VALVES AND PLUMBING LINES SHALL BE LABELED WITH DESCRIPTION OF SOURCE OR DESTINATION.



1 Filtration Module 3HP 120/208-230V 3PH 60Hz, 7 SQ FT Filter, Chlorine & Acid
 PD-002 VOR-33927.0030R02



2 Filtration Module 3HP 120/208-230V 3PH 60Hz, 7 SQ FT Filter, Chlorine & Acid
 PD-002 VOR-33927.0030R02

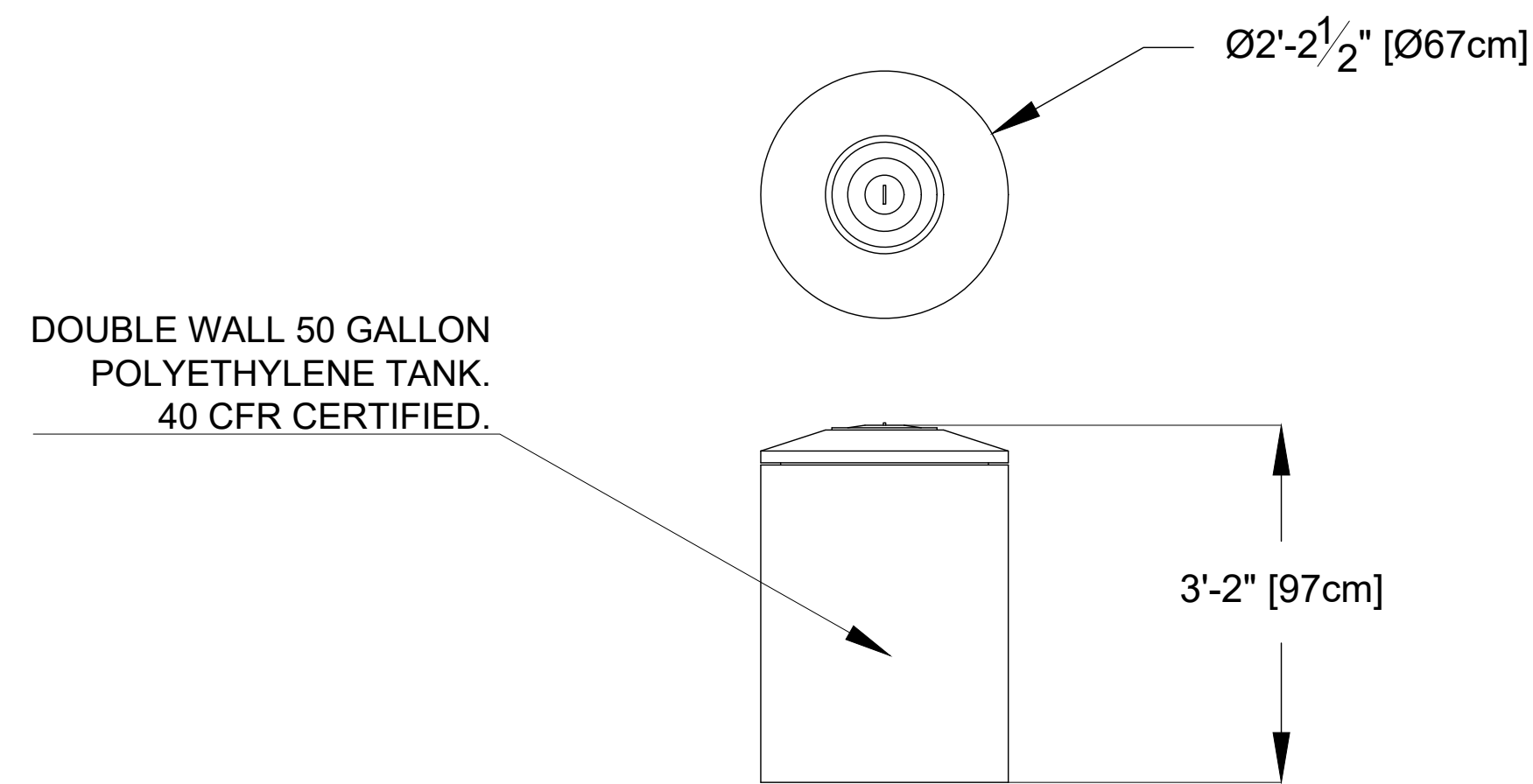
FILTRATION MODULE SPECIFICATIONS				
ITEM	ITEM	PROVIDED BY	DESCRIPTION	QTY
B-M	FILTRATION MODULE MAIN POWER	OWNER	208 VAC, THREE PHASE, 60 Hz, 15 AMPS BREAKER RECOMMENDED OR 230 VAC, THREE PHASE, 60 Hz, 15 AMPS BREAKER RECOMMENDED.	1
B-S	FILTRATION MODULE SECONDARY POWER	OWNER	120 VAC, 1 PHASE, 60 Hz, 10 AMPS BREAKER RECOMMENDED.	1
B1	FILTRATION MODULE MOTOR STARTER PROTECTION ENCLOSURE	VORTEX	MOTOR STARTERS AND OVERLOAD RELAYS. INDIVIDUAL CONTROL FOR EACH PUMP.	1
B2	GALVANIZED STEEL UNISTRUT SKID	VORTEX	GALVANIZED STEEL UNISTRUT SKID	1
B3	COMPOUND GAUGE	WINTER INSTRUMENTS	COMPOUND GAUGE, 0-30" Hg / 0-60 PSI	1
B4	FILTRATION PUMP	PENTAIR, WHISPERFLO, WFK-12	3 HP, SELF PRIMING PUMP, THREE PHASE 208-230V, 127 GPM @ 70 FT HD, 141 GPM @ 60 FT HD, 9.8 AMPS FLA @ 208V OR 9.4 AMPS FLA @ 230V, NSF CERTIFIED.	1
B5	SAND FILTER	PENTAIR, TRITON, TR-140C	7.06 SQ. FT, 141 GPM @ 20 GPM/SQ FT, 106 GPM @ 15 GPM/SQ. FT, 36" DIAMETER, 3 WAY VALVE INCLUDED FOR BACKWASHING, NSF CERTIFIED.	1
B6	CHEMICAL CONTROLLER	BECS TECHNOLOGY, BECSYS3	ORP AND PH CONTROL WITH HIGH / LOW READING ALARM. NSF 50 CERTIFIED.	1
B7	PERISTALTIC PUMP	BLUE-WHITE IND, A1N20A-6T	UP TO 24GPD FEED CAPACITY, NSF CERTIFIED.	2
B8	PRESSURE GAUGE	WINTER INSTRUMENTS	PRESSURE GAUGE, 0-60 PSI	1
B9	EFFLUENT PRESSURE GAUGE	WINTER INSTRUMENTS	PRESSURE GAUGE, 0-60 PSI	1
B10	FLOW SWITCH	HARWILL	FLOW SWITCH, 24V	1
B11	FLOW METER	BLUE-WHITE IND, F-300 SERIES	3" PIPE FLOW METER, 45-240 GPM READING	1
B12	FLOW METER	BLUE-WHITE IND, F-300 SERIES	3/8" PIPE FLOW METER, 0.2-2 GPM READING	1
B13	FLOW METER	BLUE-WHITE IND, F-300 SERIES	3" PIPE FLOW METER, 45-240 GPM READING	1
J	CHEMICAL RESERVOIR	VORTEX	SEE CHEMICAL RESERVOIR INSTALLATION DRAWINGS FOR DETAILS.	2

LINE SIZE CONNECTION CHART				
BY	FROM	TO	ITEM	SIZE
other	WATER CONTAINMENT SYSTEM H4	FILTRATION PUMP B4	L5	4"
VORTEX	FILTRATION PUMP B4	SAND FILTER B5	L6	3"
other	SAND FILTER B5	WATER CONTAINMENT SYSTEM H5	L7	4"
other	SAND FILTER B5	SANITARY SEWER SYSTEM	L8	3"

NOTE:
 REFER TO VORTEX WATER QUALITY MANAGEMENT SYSTEM AND VORTEX WATER CONTAINMENT SYSTEM FOR PIPE SIZES.
 FOR FILTRATION PUMP SUCTION, PUT THE LESSER OF THE TWO PIPE SIZE.
 FOR OTHER PIPE SIZE, PUT THE WATER QUALITY MANAGEMENT SYSTEMS PIPE SIZE.
 IF THE WATER CONTAINMENT SYSTEM IS NOT BY VORTEX, REFER TO VORTEX WATER QUALITY MANAGEMENT SYSTEM FOR PIPE SIZE.

3 Filtration Module 3HP 120/208-230V 3PH 60Hz, 7 SQ FT Filter, Chlorine & Acid
 PD-002 VOR-33927.0030R02

IMPORTANT NOTE :
 1) MINIMUM 10' [305cm] RECOMMENDED BETWEEN CHLORINE RESERVOIR AND ACID RESERVOIR. MIXTURE OF THESE CHEMICALS CAN PRODUCE A TOXIC FUME.
 2) INSTALLATION IN VENTILATED ROOM RECOMMENDED.



4 Above Ground Chemical Reservoir-50 Gallons
 PD-002 VOR-44100.0000R01

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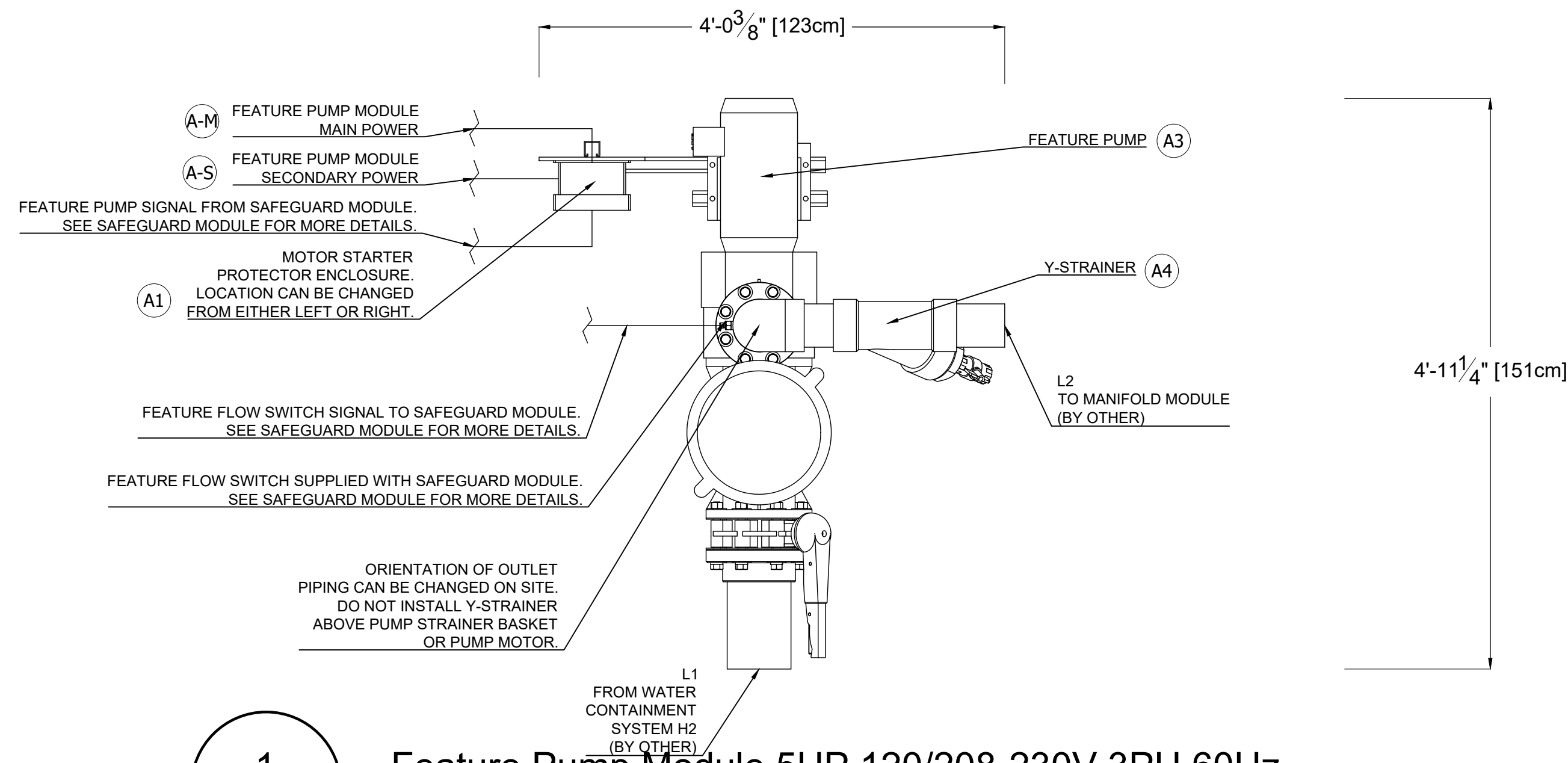
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City of Fayetteville

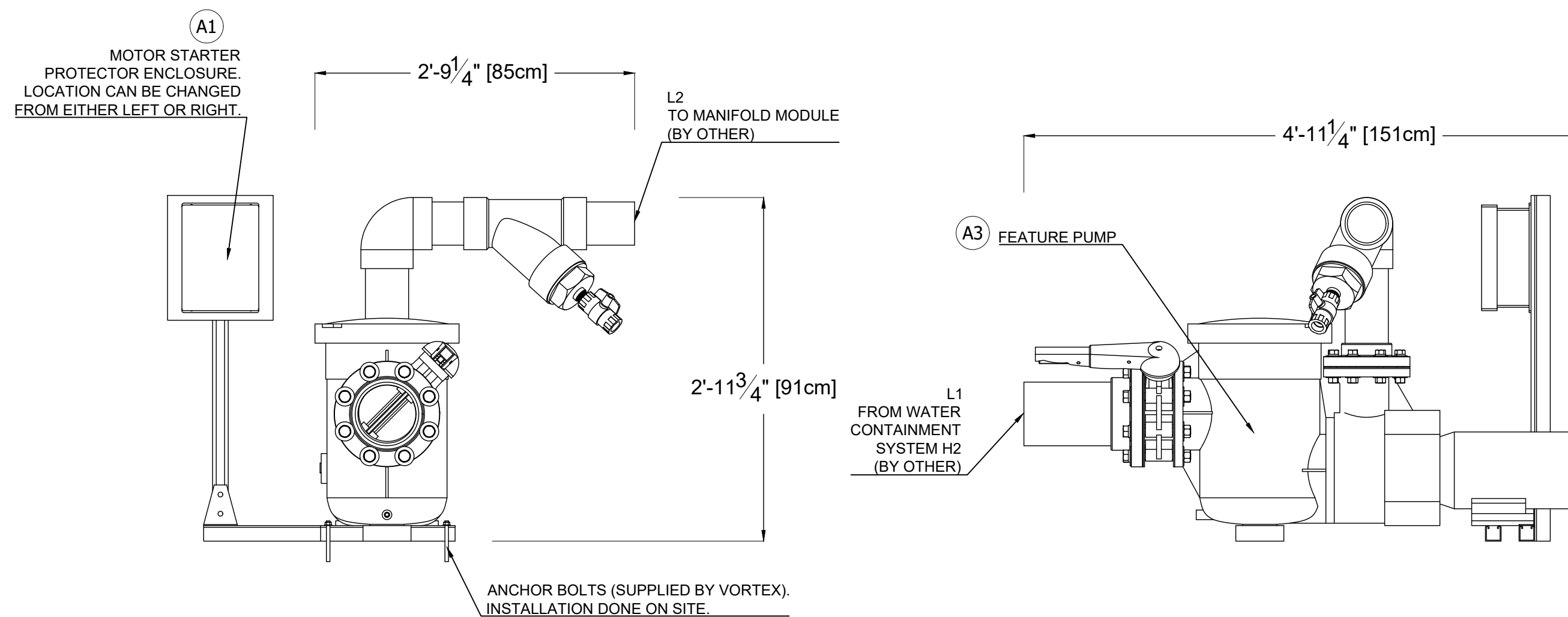
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SP, NC			
Project Number			
41432			
Order Number			
VA			
18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By
Drawing Title			
Plumbing Details			
Drawn by	Verified by		
MS	DS		
Scale	Date		
N.T.S.	18/Sep/2025		
Page #			
PD-002			

- NOTE:
- A) BY OTHER/BY CONTRACTOR MAY REFER TO SERVICE PROVIDERS other THAN THE EQUIPMENT MANUFACTURER. PLEASE REFER TO PROJECT SPECIFICATION FOR DETAILS OF RESPONSIBILITY.
 - B) VERIFY LOCAL CODES FOR MINIMUM ACCESS DIMENSIONS AROUND ELECTRICAL ENCLOSURES.
 - C) PIPE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 - D) DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 - E) DIRECTION OF FLOW FOR PLUMBING SHALL BE LABELED USING DIRECTIONAL SYMBOLS.
 - F) VALVES AND PLUMBING LINES SHALL BE LABELED WITH DESCRIPTION OF SOURCE OR DESTINATION.



1 Feature Pump Module 5HP, 120/208-230V 3PH 60Hz
 PD-003 VOR-33920.0030R02

- NOTE:
- A) VERIFY LOCAL CODES FOR MINIMUM ACCESS DIMENSIONS AROUND ELECTRICAL ENCLOSURES.
 - B) PIPE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 - C) DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 - D) BY OTHER REFER TO SERVICE PROVIDERS other THAN THE EQUIPMENT MANUFACTURER. PLEASE REFER TO PROJECT SPECIFICATION FOR DETAILS OF RESPONSIBILITY.

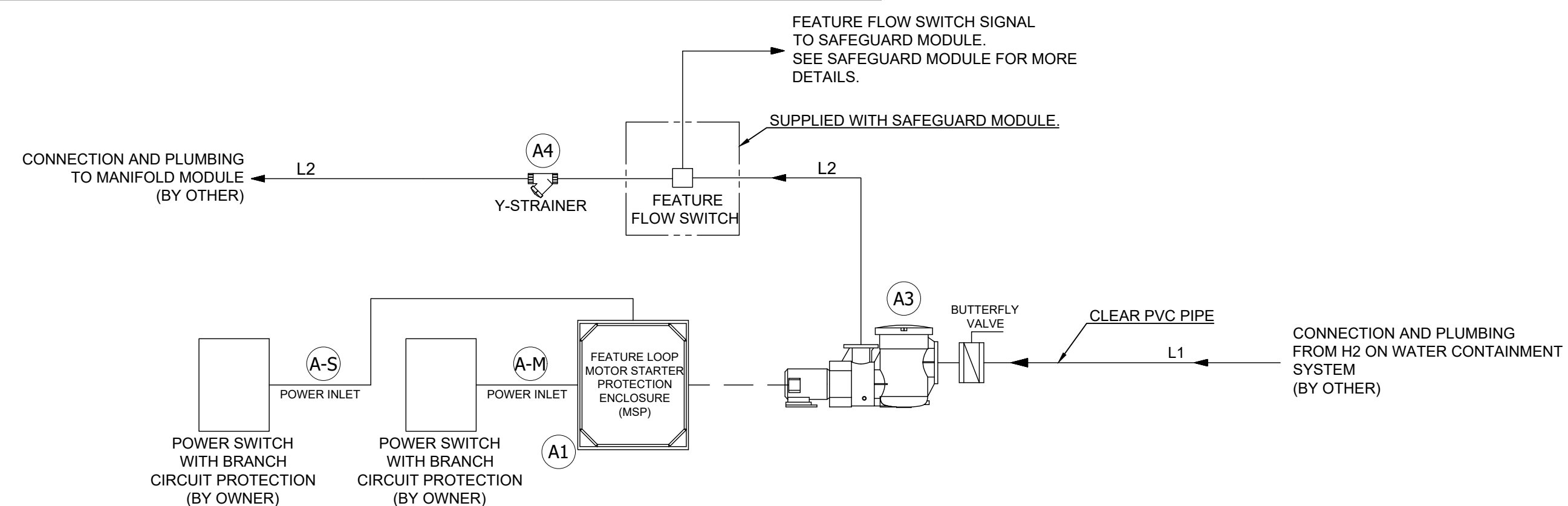


2 Feature Pump Module 5HP, 120/208-230V 3PH 60Hz
 PD-003 VOR-33920.0030R02

FEATURE PUMP MODULE SPECIFICATIONS				
ITEM	ITEM	PROVIDED BY	DESCRIPTION	QTY
A-M	FEATURE PUMP MODULE MAIN POWER	OWNER	208 VAC, THREE PHASE, 60 Hz, 20 AMPS BREAKER RECOMMENDED OR 230 VAC, THREE PHASE, 60 Hz, 20 AMPS BREAKER RECOMMENDED.	1
A-S	FEATURE PUMP MODULE SECONDARY POWER	OWNER	120 VAC, SINGLE PHASE, 60 Hz, 10 AMPS BREAKER RECOMMENDED.	1
A1	FEATURE LOOP MOTOR STARTER PROTECTION ENCLOSURE	VORTEX	MOTOR STARTER AND OVERLOAD RELAY FOR PUMP.	1
A2	GALVANIZED STEEL UNISTRUT FRAME	VORTEX	GALVANIZED STEEL UNISTRUT FRAME	1
A3	FEATURE PUMP	PENTAIR, EQ SERIES, EQK500	5 HP, SELF PRIMING PUMP, THREE PHASE 208-230V, 230 GPM @ 70 FT HD, 270 GPM @ 60 FT HD, 13.5 AMPS FLA @ 208V OR 12.3 AMPS FLA @ 230V, NSF CERTIFIED.	1
A4	Y-STRAINER	SPEARS	4" PVC STRAINER WITH MESH BASKET	1

FEATURE PUMP MODULE SPECIFICATIONS				
BY	FROM	TO	ITEM	SIZE
OTHER	WATER CONTAINMENT SYSTEM H2	FEATURE PUMP A3	L1	6"
OTHER	FEATURE PUMP A3	MANIFOLD MODULE	L2	4"

NOTE:
 REFER TO VORTEX WATER QUALITY MANAGEMENT SYSTEM AND VORTEX WATER CONTAINMENT SYSTEM FOR PIPE SIZES.
 FOR FILTRATION PUMP SUCTION, PUT THE LESSER OF THE TWO PIPE SIZE.
 FOR OTHER PIPE SIZE, PUT THE WATER QUALITY MANAGEMENT SYSTEM'S PIPE SIZE.
 IF THE WATER CONTAINMENT SYSTEM IS NOT BY VORTEX, REFER TO VORTEX WATER QUALITY MANAGEMENT SYSTEM FOR PIPE SIZE.



3 Feature Pump Module 5HP, 120/208-230V 3PH 60Hz
 PD-003 VOR-33920.0030R02



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 United States 19901
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City of Fayetteville

Project Location
 SP, NC

Project Number
 41432

Order Number
 VA

Date	Issued Construction	00	MS
Date	Revision Description	No.	By
18/Sep/2025	Issued Construction	00	MS

Drawing Title
Plumbing Details

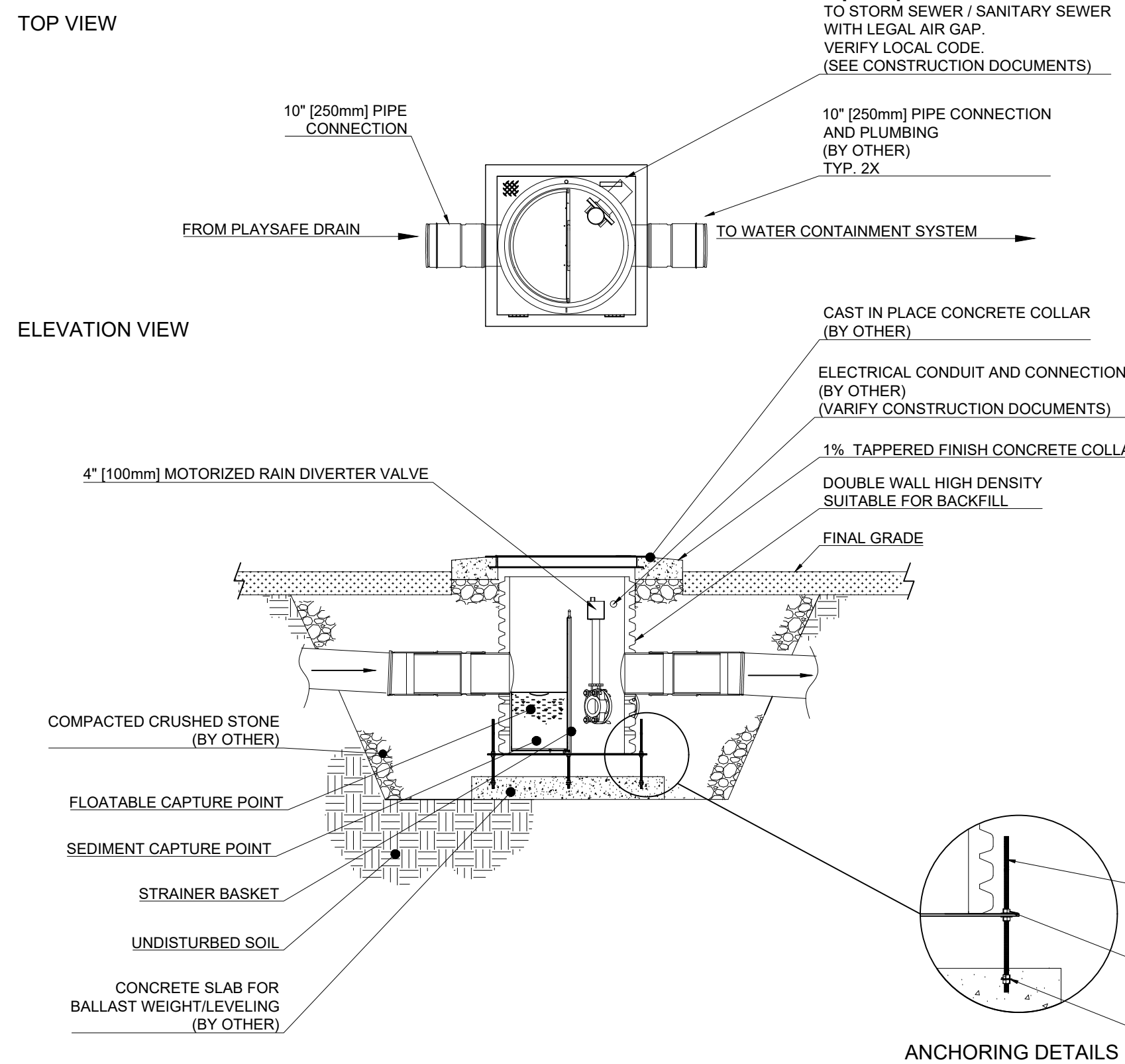
Drawn by MS	Verified by DS
Scale N.T.S.	Date 18/Sep/2025

Page #
 PD-003

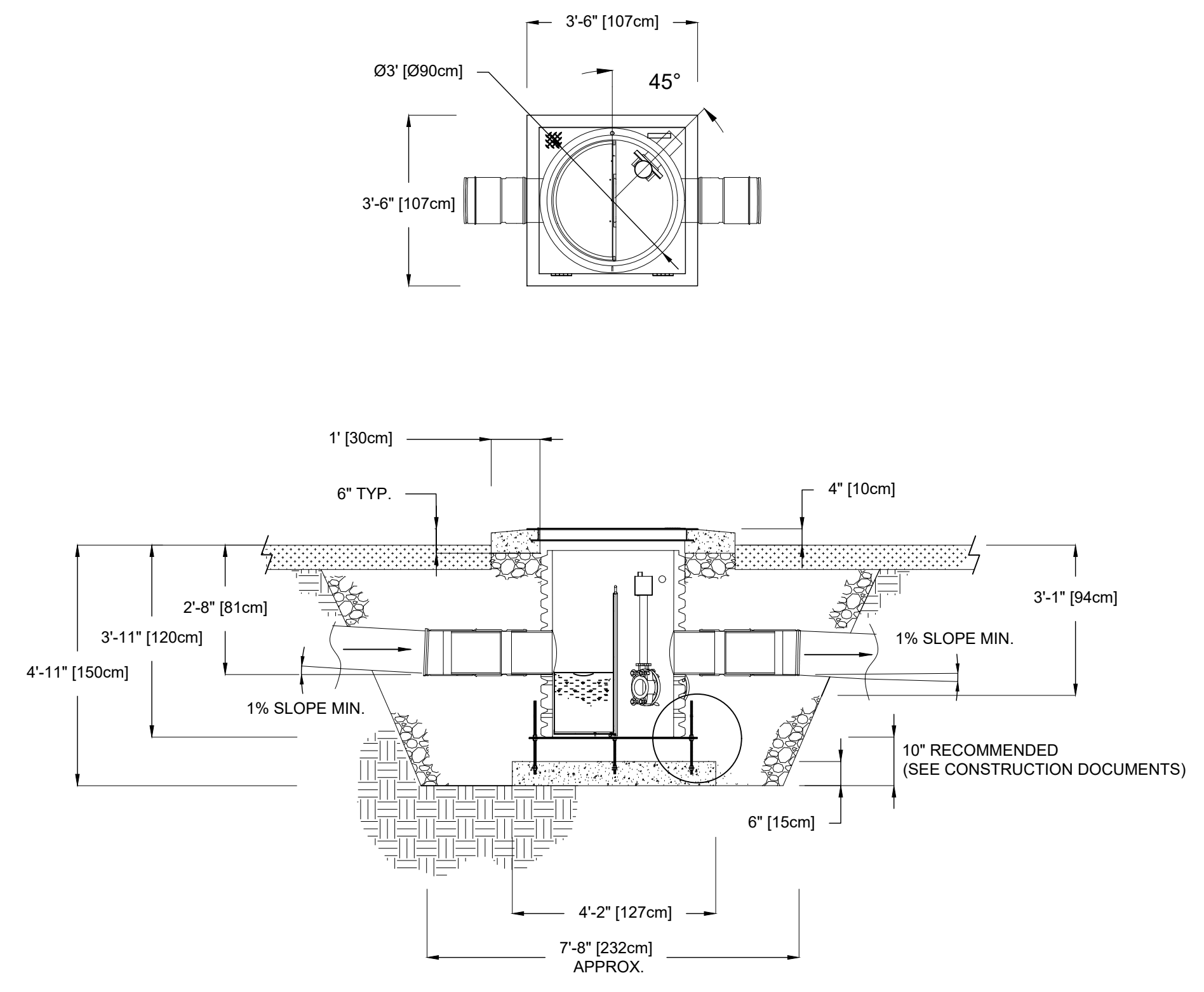
Engineer:
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 SC PE #: 21286
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City of Fayetteville

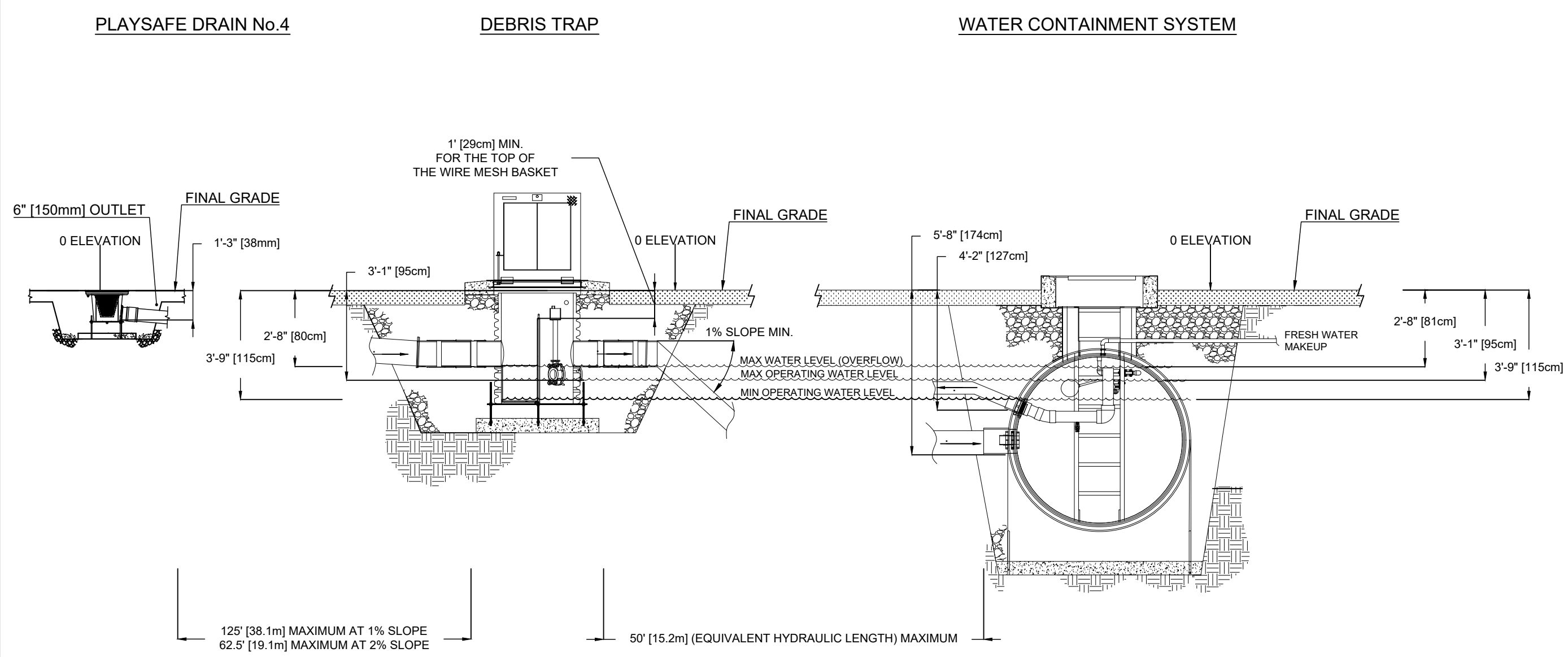


1 Debris Trap HDPE With Rain Diverter Valve
PD-005 VOR-5322.0000R02



2 Debris Trap HDPE With Rain Diverter Valve
PD-005 VOR-5322.0000R02

NOTES:
1. ALL DRAINAGE LINES ARE GRAVITY FEED. 1% SLOPE MIN, 2% SUGGESTED.
2. CONNECTION DO NOT REFLECT ACTUAL WATER CONTAINMENT SYSTEM. SEE INSTALLATION DRAWING FOR MORE DETAILS.
3. ENSURE ELEVATION OF OVERFLOW INSIDE WATER CONTAINMENT SYSTEM IS LOWER THAN MAIN DRAIN OUTLET OF DEBRIS TRAP. OTHERWISE, WATER CONTAINMENT SYSTEM WILL PARTIALLY EMPTY ITSELF THROUGH THE DEBRIS TRAP'S RAIN DIVERTER VALVE WHEN IT IS OPEN.

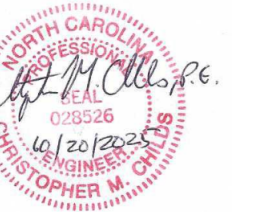


3 Debris Trap HDPE With Rain Diverter Valve
PD-005 VOR-5322.0000R02

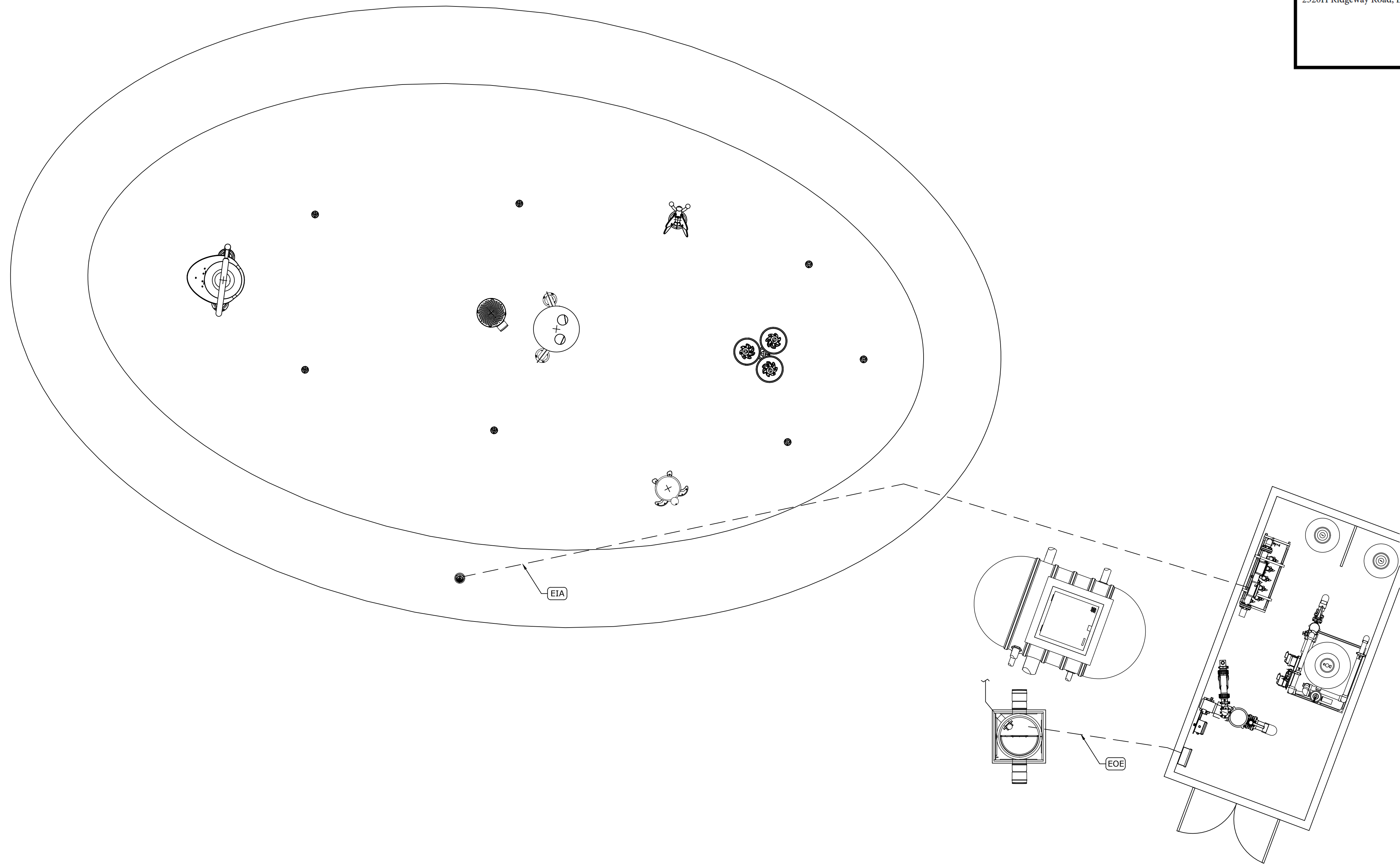
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Project Location			
SP, NC			
Project Number			
41432			
Order Number			
VA			
18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By
Drawing Title			
Plumbing Details			
Drawn by	Verified by		
MS	DS		
Scale	Date		
N.T.S.	18/Sep/2025		
Page #			
PD-005			

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City of Fayetteville



Project Location
 SP, NC

Project Number
 41432

Order Number
 VA

18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By

Drawing Title
Electrical Layout

Drawn by
 MS

Verified by
 DS

Scale
 1/4" = 1'-0"

Date
 18/Sep/2025

Page #
 E-001

1

ELECTRICAL LAYOUT

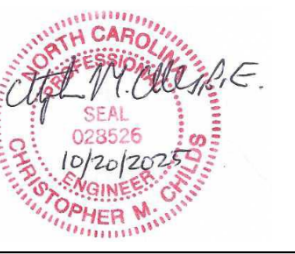
1. REFER TO SPECIFICATIONS ON COVER PAGE
2. COORDINATE THIS DRAWING WITH ARCHITECTURAL, CIVIL, PLUMBING & ELECTRICAL SECTIONS

Electrical line -----



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City of Fayetteville

Project Location
SP, NC

Project Number
41432

Order Number
VA

18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By

Drawing Title
Plumbing Layout

Drawn by
MS

Verified by
DS

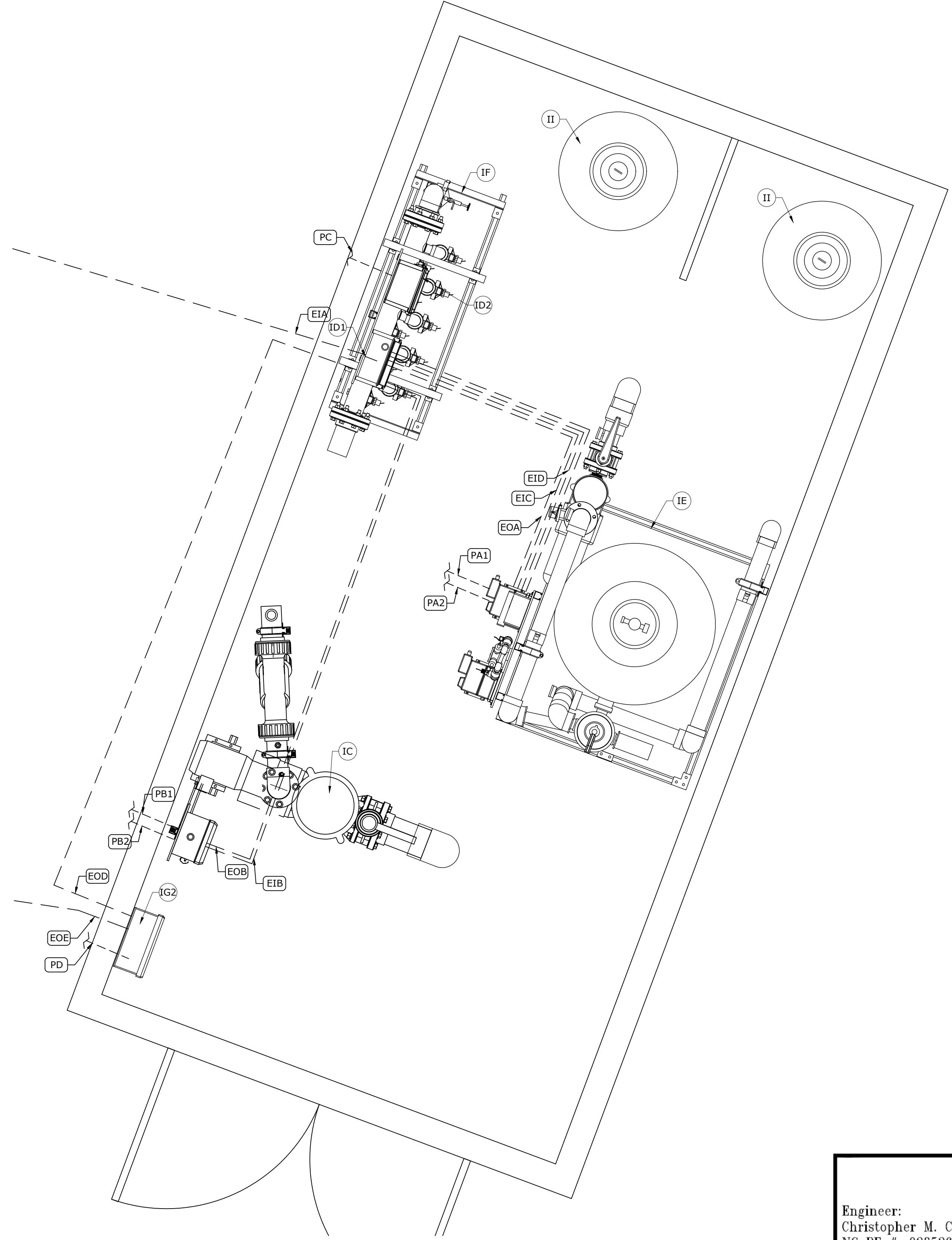
Scale
3/4"=1'-0"

Date
18/Sep/2025

Page #
E-002

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Connection Ref.	From	To	# Conductors	Gauge/Type	Note
PA1	Main Power Line (by Owner)	IE-230VAC	4	TBD (by other)	230V, 3 Phase, 60Hz & 15 Amps Breaker Recommended; ± 5% Voltage Drop is Acceptable
PA2	Main Power Line (by Owner)	IE-120VAC	3	TBD (by other)	120V, 1 Phase, 60Hz & 10 Amps Breaker Recommended; ± 5% Voltage Drop is Acceptable
PB1	Main Power Line (by Owner)	IC-230VAC	4	TBD (by other)	230V, 3 Phase, 60Hz & 20 Amps Breaker Recommended; ± 5% Voltage Drop is Acceptable
PB2	Main Power Line (by Owner)	IC-120VAC	3	TBD (by other)	120V, 1 Phase, 60Hz & 10 Amps Breaker Recommended; ± 5% Voltage Drop is Acceptable
PC	Main Power Line (by Owner)	ID2-120VAC	3	TBD (by other)	120V, 1 Phase, 60Hz & 10 Amps Breaker Recommended; ± 5% Voltage Drop is Acceptable
PD	Main Power Line (by Owner)	IG2	3	TBD (by other)	120V, 1 Phase, 60Hz & 10 Amps Breaker Recommended; ± 5% Voltage Drop is Acceptable

Connection Ref.	From	To	# Conductors	Gauge/Type	Note
EOA	ID1-Output 24	IE	2	16	Filtration Pump Signal from MaestroPro Controller to Filtration, 24VAC, Max 500mA (by other)
EOB	ID1-Output 23	IC	2	16	Feature Pump from MaestroPro Controller to Feature Pump Module, 24VAC, Max 500mA (by other)
EOC	ID1-Output 22	IF	2	16	Signal from MaestroPro Controller to Bypass Valve, 24VAC, Max 500mA (by other)
EOD	ID1-Output 21	IG2	2	16	Signal from MaestroPro Controller to Rain Diverter Junction Box, 24VAC, Max 500mA (by other)
EOE	IG2	IG1	4	14	Signal from Rain Diverter Junction Box to Rain Diverter, 24VAC, Max 1Amp (by other)

Connection Ref.	From	To	# Conductors	Gauge/Type	Note
EIA	ID1-Input 1	IA	2	22	Activator No 4 24 VDC, Max 345 mA, Max 300' Long (by other)
EIB	ID1-Input 7	IC	3	22	Feature Flow Switch Signal 30' Long, 24VDC, Max 345 mA (by Vortex)
EIC	ID1-Input 8	IE	2	22	Filter Flow Switch Signal 30' Long, 24VDC, Max 345 mA (by Vortex)
EID	ID1-Input 10	IE	2	16	Chemical Alarm Signal, 24VDC, Max 345mA (by other)

Manifold Output Ref.	Feature Ref.	Feature	Output
S01	C	Spraylink Jet N°2 VOR 3001	ID1-1
S02	E	Turtle N°2 VOR 7216	ID1-2
S03	D	Spraylink Bloom VOR 3006	ID1-3
S04	G	Twinsplash VOR 7242	ID1-4
S05	H	Frog N°5 VOR 7658	ID1-5
S06			ID1-6
S07	D	Spraylink Bloom VOR 3006	ID1-7
S08	I	Butterfly N°1 VOR 7792	ID1-8
S09	F	Bobble N°2 VOR 7233	ID1-9
S10	C	Spraylink Jet N°2 VOR 3001	ID1-10

Product Ref.	Product	Qty
IA	Activator N°4 VOR 0622	1
IC	Feature Pump Module VOR-33920.0030	1
ID1	MaestroPRO Controller 24 out / 12 in VOR-33923.4010	1
ID2	MaestroPRO Power Box VOR-33923.4010	1
IE	Filtration Module VOR-33927.0030	1
IF	Manifold Module VOR-33921.0020	1
IG1	Debris Trap VOR-5322.0000	1
IG2	Rain Diverter Junction Box VOR-5322.0000	1

1 **ELECTRICAL LAYOUT**

E-002

- REFER TO SPECIFICATIONS ON COVER PAGE
- COORDINATE THIS DRAWING WITH ARCHITECTURAL, CIVIL, PLUMBING & ELECTRICAL SECTIONS

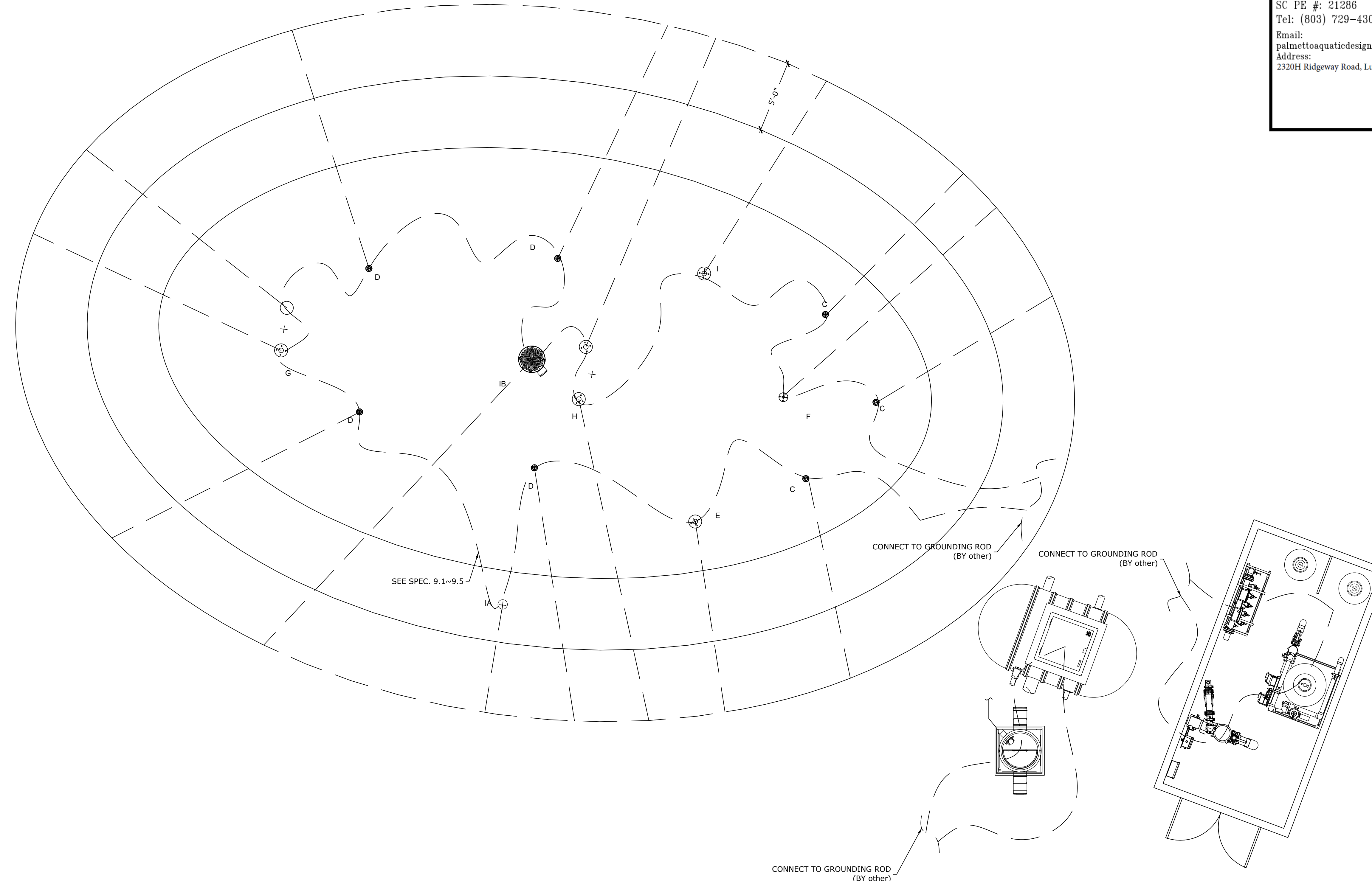
Electrical line -----

Ref	Product	Qty
A	Activator N°4 VOR 0622	1
B	Playsafe Drain N°4 VOR 1004	1
C	Sprayink Jet N°2 VOR 3001	3
D	Sprayink Bloom VOR 3006	4
E	Turtle N°2 VOR 7216	1
F	Bobble N°2 VOR 7233	1
G	Twinsplash VOR 7242	1
H	Frog N°5 VOR 7658	1
I	Butterfly N°1 VOR 7792	1

Engineer:
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City of Fayetteville

Project Location	SP, NC
Project Number	41432
Order Number	VA

18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By

Drawing Title
Bonding Layout

Drawn by	Verified by
MS	DS

Scale	Date
1/4"=1'-0"	18/Sep/2025

Page #
 E-003

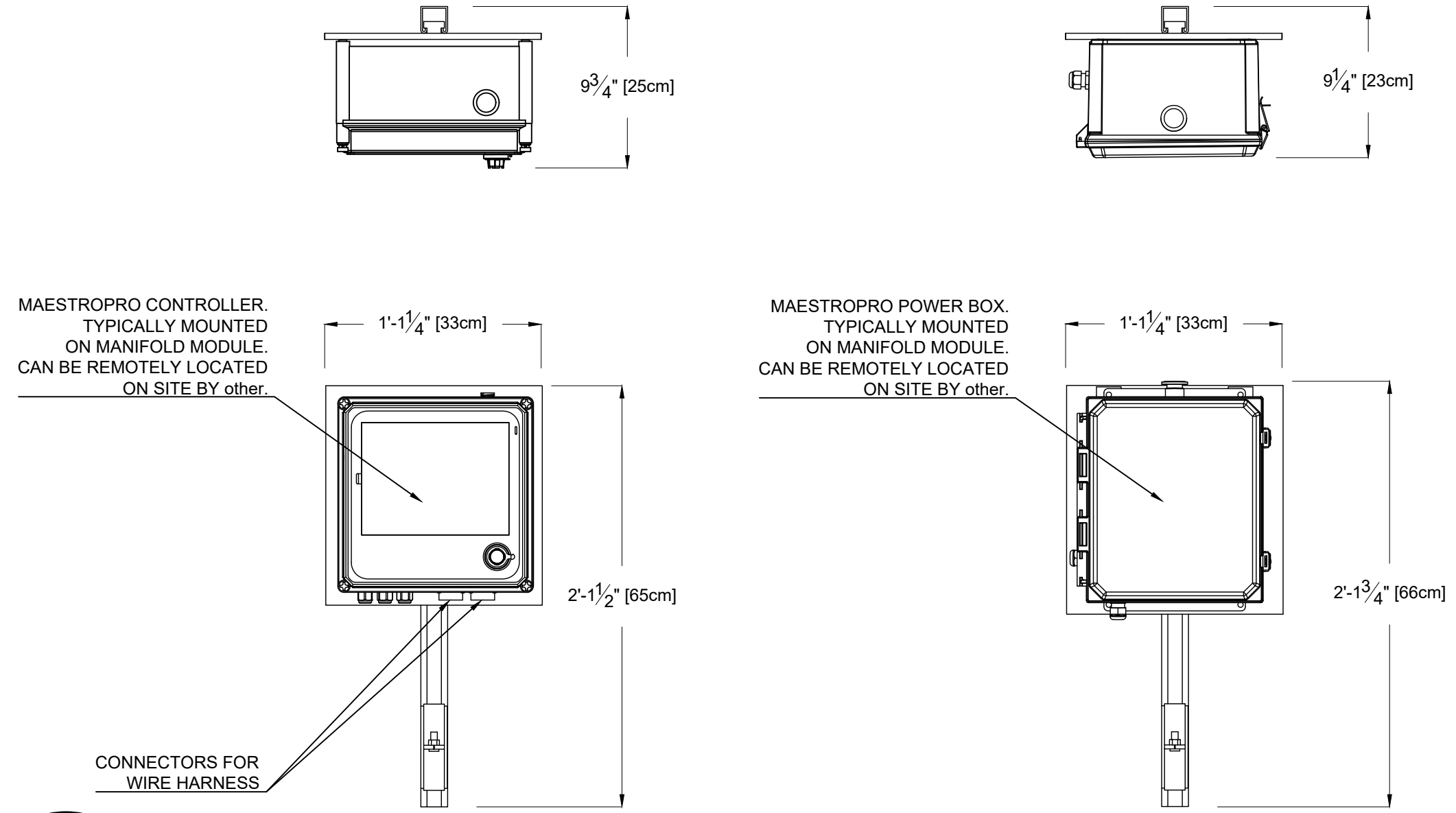
1 BONDING LAYOUT
E-003

- REFER TO SPECS ON COVER PAGE
- COORDINATE THIS DRAWING WITH ARCHITECTURAL, CIVIL, PLUMBING & ELECTRICAL.

BONDING WIRE -----



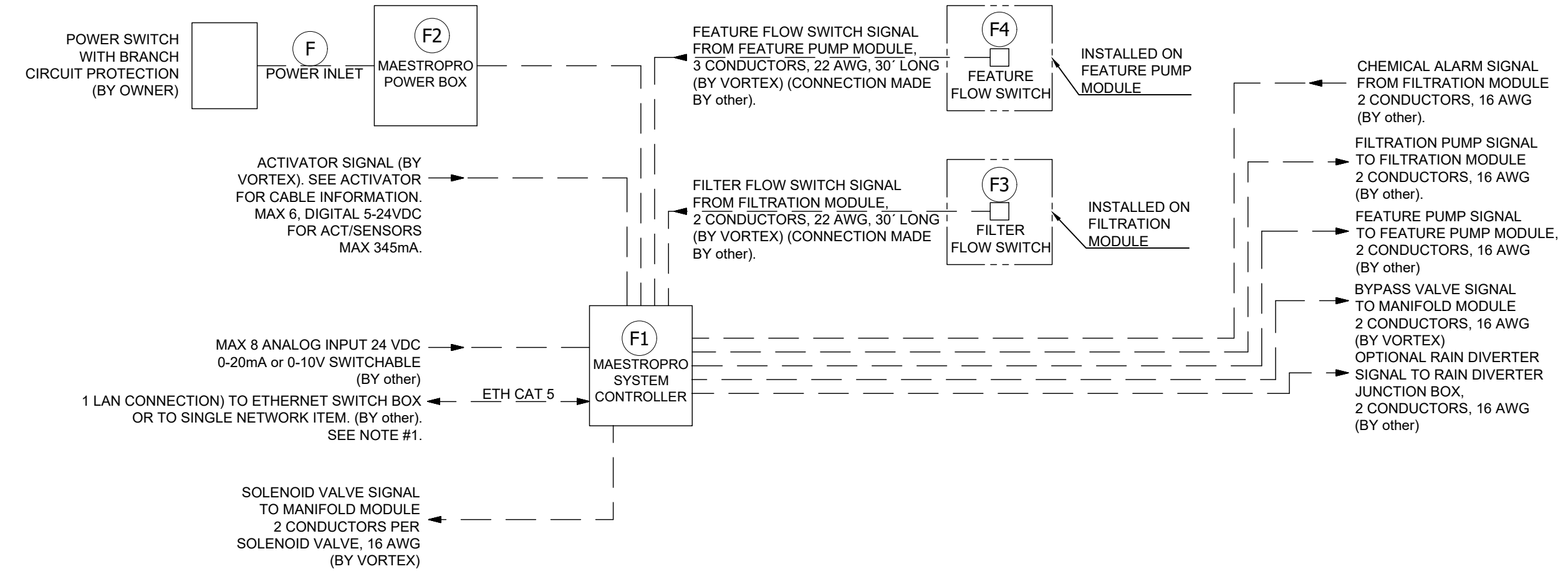
- NOTE:
1. VERIFY LOCAL CODES FOR MINIMUM ACCESS DIMENSIONS AROUND ELECTRICAL ENCLOSURES.
 2. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 3. BY OTHER/CONTRACTOR MAY REFER TO SERVICE PROVIDERS OTHER THAN THE EQUIPMENT MANUFACTURER. PLEASE REFER TO PROJECT SPECIFICATION FOR DETAILS OF RESPONSIBILITY.



1 Safeguard Module with MaestroPro 24 Out / 12 In 120V 1PH 60Hz
ED-001 VOR-33923.4010R02

- NOTE:
- 1 - A MAXIMUM OF 1 ETHERNET CAT 5 CONNECTION IS AVAILABLE PER MAESTROPRO. IF MORE ETHERNET LAN CONNECTIONS ARE NEEDED, THEN IT REQUIRES AN ETHERNET SWITCH BOX (SOLD SEPARATELY).
 - 2 - FOR DIGITAL INPUT, 5-24 VDC SUPPLIED BY MAESTROPRO. REFER TO THE CORRESPONDING SCHEMATIC DRAWING MANUAL FOR WIRING DETAILS.
 - 3 - MAESTROPRO IS DHCP ADDRESSED BY CONNECTED LAN DEVICE.
 - 4 - WHEN USED WITH EXPANSION UNITS, AN ETHERNET CABLE IS REQUIRED BETWEEN EACH UNIT.
 - 5 - WATER TIGHT CONNECTIONS WITH MAESTROPRO DONE BY OTHER.
 - 6 - ALL WIRES AND CABLES ELECTRICAL CALCULATION ARE BY OTHER AND SHALL BE APPROVED ACCORDING TO LOCAL CODE AND BRAND NEW.

SAFEGUARD MODULE SPECIFICATIONS				
ITEM	ITEM	PROVIDED BY	DESCRIPTION	QTY
F	CONTROLLER POWER	OWNER	120 VAC, SINGLE PHASE, 60 Hz, 10 AMPS BREAKER RECOMMENDED.	1
F1	MAESTROPRO SYSTEM CONTROLLER	VORTEX	24 OUTPUT, 12 INPUT TOUCH SCREEN INTERFACE CONTROLLER, PREWIRED TO ALL MANIFOLD MOUNTED COMPONENTS. USER PROGRAMMABLE OPERATIONAL HOUR TIME CLOCK AND SPLASHPAD SPRAY SEQUENCES. INCLUDE FACTORY PRESET SPRAY SEQUENCE. EQUIPMENT AND ALARM FAILSAFES.	1
F2	MAESTROPRO POWER BOX	VORTEX	RECEIVES 120 VAC POWER. PROVIDES 24 VAC & 24 VDC POWER TO MAESTROPRO CONTROLLER & EXPANSION.	1
F3	FILTER FLOW SWITCH	HARWILL	FLOW SWITCH, 9-36V. INSTALLED ON FILTRATION MODULE.	1
F4	FEAUTRE FLOW SWITCH	IFM EFFECTOR	FLOW SWITCH 24V INSTALLED ON FEATURE PUMP MODULE.	1



2 Safeguard Module with MaestroPro 24 Out / 12 In 120V 1PH 60Hz
ED-001 VOR-33923.4010R02

Project Location
SP, NC

Project Number
41432

Order Number
VA

18/Sep/2025	Issued Construction	00	MS
Date	Revision Description	No.	By

Drawing Title
Plumbing Details

Drawn by
MS

Verified by
DS

Scale
N.T.S.

Date
18/Sep/2025

Page #
ED-001

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Address:
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Pool Drain Safety Compliance Data
PERMIT CANNOT BE ISSUED IF FORM IS INCOMPLETE

A separate form is required for each pump including circulation, jet or feature.

Name of Pool City of Fayetteville Splash Pad ID# _____

1. **Pump Flow**
Pump Manufacturer Pentair Model # EQK-500 Horsepower 5
Maximum Pump Flow at highest speed FROM PUMP CURVE: 500 gpm. Pump use: Circulation / jet / feature (circle one)
Has pump been serviced (disconnected from power for any reason) or changed out in last 12 months? YES (NO)
Flow meter manufacturer Blue White Flow meter reading _____ GPM

2. **Drain Sump Measurements** Is drain cover sumpless? YES/NO (if Yes, proceed to section #3)
Sump manufacturer and model Vortex Play Safe Drain #4 (VOR-1004) OR: Field built sump (circle if yes)
Diameter of pipe entering sump 6 inches. Pipe enters through BOTTOM / (SIDE) of sump (Must circle one)
Distance between highest point of outlet pipe and top edge of sump 8-3/4 inches. Sump dimensions 12.5"Rx16"

3. **Drain Cover Data – MUST BE INSTALLED PER MANUFACTURER’S INSTRUCTIONS- Attach Instructions to form.**
Number of main drains on each pump 1 Distance between main drains (on centers) N/A feet N/A inches
Cover/grate manufacturer Vortex, model VOR-1004, VGBA approval 2008 / 2017 (circle one)
Flow rating from instructions 240* gpm Cover(s) located on pool (Floor) wall (circle one)
Date installed _____ Lifespan N/A EXPIRATION DATE N/A

4. **Equalizer Covers**
Number of operable skimmer equalizers 0** Have the equalizers been permanently disabled? YES / NO
Equalizer fitting Manufacturer N/A, Model N/A, Lifespan N/A
Bulkhead adaptor Manufacturer N/A, Model N/A, Date Installed N/A
Diameter of equalizer pipe N/A Cover is located on (circle where mounted): Floor / wall
Equalizer fitting maximum flow rating N/A gpm.
Date equalizer cover/grates installed N/A EXPIRATION DATE: N/A

5. **Safety Vacuum Release System (SVRS)** –Safety Vacuum Release System manufacturer/model# - N/A
You will be required to demonstrate effectiveness during permitting inspection. Date last tested N/A

6. **Vacuum Line** Choose One
 No vacuum line in pool OR Protective cover on vacuum lines installed before May 1, 2010, OR
 Self-closing, self-latching cover designed to be opened with a tool on vacuum lines installed after May 1, 2010
Full name of person providing this information Christopher M. Childs, P.E.

Signature CHILD.S.CHRISTOPHER. Digitally signed by CHILD.S.CHRISTOPHER.MICHAEL.11352296
MICHAEL.1135229691 Date: 2025.10.20 13:33:28 -04'00' Date 10/20/2025



NCDHHS
Revised 4/1/2022 for immediate use.

* No active suction on splash pad. Splash pad drain gravity feeds to a surge tank.
** No skimmer on splash pad. Only skimmer is a floating skimmer in surge tank.

Pool Drain Safety Compliance Data
PERMIT CANNOT BE ISSUED IF FORM IS INCOMPLETE

A separate form is required for each pump including circulation, jet or feature.

Name of Pool City of Fayetteville Splash Pad ID# _____

1. **Pump Flow**
Pump Manufacturer Pentair Model # WFK-12 Horsepower 3
Maximum Pump Flow at highest speed FROM PUMP CURVE: 170 gpm. Pump use: Circulation jet / feature (circle one)
Has pump been serviced (disconnected from power for any reason) or changed out in last 12 months? YES / NO
Flow meter manufacturer Blue White Flow meter reading _____ GPM

2. **Drain Sump Measurements** Is drain cover sumpless? YES/NO (if Yes, proceed to section #3)
Sump manufacturer and model Vortex Play Safe Drain #4 (VOR-1004) OR: Field built sump (circle if yes)
Diameter of pipe entering sump 6 inches. Pipe enters through BOTTOM / SIDE of sump (Must circle one)
Distance between highest point of outlet pipe and top edge of sump 8-3/4 inches. Sump dimensions 12.5"Rx16"

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Number of main drains on each pump 1 Distance between main drains (on centers) N/A feet N/A inches
Cover/grate manufacturer Vortex, model VOR-1004, VGBA approval 2008 / 2017 (circle one)
Flow rating from instructions 240* gpm Cover(s) located on pool: Floor wall (circle one)
Date installed _____ Lifespan N/A EXPIRATION DATE N/A

4. **Equalizer Covers**
Number of operable skimmer equalizers 0** Have the equalizers been permanently disabled? YES / NO
Equalizer fitting Manufacturer N/A, Model N/A, Lifespan N/A
Bulkhead adaptor Manufacturer N/A, Model N/A, Date Installed N/A
Diameter of equalizer pipe N/A Cover is located on (circle where mounted): Floor / wall
Equalizer fitting maximum flow rating N/A gpm.
Date equalizer cover/grates installed N/A EXPIRATION DATE: N/A

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Full name of person providing this information Christopher M. Childs, P.E.

Signature CHILDS.CHRISTOPHER Digitally signed by CHILDS.CHRISTOPHER.MICHAEL.1135229
MICHAEL.1135229691 Date: 2025.10.20 13:35:33 -04'00' Date 10/20/2025



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* No active suction on splash pad. Splash pad drain gravity feeds to a surge tank.
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