

Todd Stevenson

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER REQ-8100-10-0031	PAGE OF 1 23
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2. CONTRACT NO. CPSC-S-10-0039	3. AWARD/EFFECTIVE DATE 05/11/2010	4. ORDER NUMBER	5. SOLICITATION NUMBER CPSC-Q-10-0044	6. SOLICITATION ISSUE DATE 03/23/2010
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Renita Smith	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME ET
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9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE. % FOR. <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION FIELD INVESTIGATIONS BRANCH (EAST) 4330 EAST WEST HIGHWAY BETHESDA MD 20814	CODE CFIE	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS
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17a. CONTRACTOR/OFFEROR NEW HANOVER COUNTY OF 230 GOVT CTR DR SUITE 165 WILMINGTON NC 28403-1732	CODE 	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY ROOM 522 BETHESDA MD 20814	CODE FMPS
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: The contractor shall provide the following service in accordance with the attached Statement of Work (SOW) to perform Pool Inspections in the state of North Carolina in accordance with the Virginia Graeme Baker Pool and Spa Safety Act Public Law No. 110-140.  The performance of work shall begin five (5) days after meeting or conference call with CPSC Project Officer and shall not extend beyond one (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 0100A10DPS-2010-3222300000-EXFM008000-252A0	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$10,000.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29. AWARD OF CONTRACT REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Kim Miles	31c. DATE SIGNED 5/12/10

19 ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24 AMOUNT
0001	hundred and twenty (120) days.  Pool Inspections - Minimum of fifty (50) sites  The total amount of award: \$10,000.00. The obligation for this award is shown in box 26.	50	EA	200.00	10,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT  COMPLETE  PARTIAL  FINAL 37. CHECK NUMBER \_\_\_\_\_

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42a. RECEIVED BY (Print) \_\_\_\_\_ 42b. RECEIVED AT (Location) \_\_\_\_\_ 42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

## STATEMENT OF WORK

### **Review of Compliance: Virginia Graeme Baker Pool and Spa Safety Act Public Law No. 110.140**

#### **I. Background Information**

On December 19, 2007, the President signed into law the Virginia Graeme Baker Pool and Spa Safety Act (VGBA or Act), named after the daughter of Nancy Baker and the granddaughter of former Secretary of State James Baker. Graeme Baker died in a tragic incident in June 2002 after the suction from a spa drain entrapped her under water. The legislation that ultimately resulted in this Act was first introduced by Rep. Debbie Wasserman-Schultz (FL) and was supported by the Baker family and Safe Kids Worldwide.

In recent years, there have been an annual average of 283 drowning deaths (2003-2005) and 2,700 emergency room-treated submersion injuries (2005-2007) involving children younger than 5 in pools and spas. In addition, from 1997-2007, there were 74 reported incidents associated with suction entrapment, including 9 deaths and 63 injuries. The new law is aimed at reducing these deaths and injuries by making pools safer, securing the environment around them, and educating consumers and industry on pool safety.

The Act specifies that on or after December 19, 2008, swimming pool and spa drain covers manufactured, distributed, or entered into commerce in the United States must meet specific performance requirements. Additionally, public swimming pools, wading pools, spas and hot tubs must be equipped with drain covers meeting these performance requirements. Drain covers meeting the new requirements are now making their way into the marketplace. Additionally, in certain instances, public pools and spas must have secondary or back-up devices or systems designed to prevent suction entrapment.

#### **II. Authority**

Section 29(a) of the Consumer Product Safety Act, 15.U.S.C. 2078(a), requires the Commission to establish a program to promote Federal-State cooperation for the purposes of carrying out this Act.

Section 29(a) (1) provides that the Commission can accept from any State or local authorities engaged in activities relating to health, safety, or consumer protection “assistance in such functions as injury data collection, investigation, and educational programs, as well as other assistance in the administration and enforcement of the Act... and, if so agreed, may pay in advance or otherwise for the reasonable cost of such assistance...”

#### **III. Objective**

The objective of this program is to conduct a review of compliance with Section 1404 of the VGBA. In order to review compliance with the new law, State and local officials shall conduct visits to a limited number of pools or spas to determine if the requirements have been met. Documentation and photographs must be provided evidencing compliance or non-compliance with the law. A U.S. Consumer Product Safety Commission (CPSC) Compliance Officer will follow up with the pool owner and/or operators as needed for the appropriate corrective action.

#### IV. Specifications

Independently, and not as an agent of CPSC, the contractor shall furnish the necessary personnel, materials, services and facilities to perform the work set forth below, except, as specified in Section XVI, Government-Furnished Supplies/Equipment.

#### V. Work Statement

A. The contractor shall contact and visit a minimum of fifty (50) pool sites with the State of North Carolina to conduct an onsite inspection to verify compliance of Section 1404 of the VGBA. It shall be noted that each location shall be considered one pool inspection site regardless of the number of pools or spas located at the site. Inspection forms and any necessary training will be provided to the contractor by the CPSC Project Officer. The contractor will provide a proposed list of sites to the Project Officer for approval. The Project Officer will approve or modify the list of inspections sites in writing.

B. The contractor shall develop a proposed list of pool sites for inspection in the designated jurisdiction and submit the list with the proposal. The list shall also include the population of the area where the pool is located. Approval from CPSC Project Officer to the contractor will be transmitted electronically.

#### C. Contractor Requirements and Qualifications

The contractor shall be a State or local government entity with delegated authority and/or jurisdiction for inspecting pools and spas in the State. Personnel performing inspections shall be regular employees of the contractor. Personnel performing inspections shall possess the following minimum qualifications:

1. The contractor must provide documentation evidencing they are recognized by the State or local government as an inspector with delegated authority and/or jurisdiction for inspecting pools and spas in the State.
2. Knowledge of swimming pool circulation systems and equipment; and
3. Knowledge of the VGBA and the minimum requirements that are needed for compliance with the law.

#### D. Limitations on Subcontracting

Due to the requirement set forth in paragraphs C and E, work cannot be subcontracted to a commercial entity. Should the State or local government entity

wish to subcontract to another State or local government entity to perform a portion of the work, personnel must still meet all of the requirements of these paragraphs and the contractor must obtain prior approval, in writing, from the CPSC Project Officer for any subcontract arrangement. CPSC's contractual relationship will be with the prime contractor only. If any subcontracting occurs, the contractor is responsible for all oversight of, performance requirements of, and payment to, any subcontractor.

**E. Commissioning and Credentialing of State and Local Officials**

All State and local officials performing inspections of pools and spas pursuant to the Statement of Work shall be Commissioned and issued credentials in accordance with CPSC Directive 0870.2. Commissioning is the legal delegation of authority to State and local officials to accomplish mutually agreed upon tasks to promote consumer product safety. Credentials are a means of official identification and authorize an individual to administer oaths and affirmations and act for the Chairman in the performance of duties provided for in the laws and regulations administered by the Commission. Credentials are issued only to commissioned individuals who require them to perform official duties. Credentials are "For Official Use Only" and shall not be used as a means of personal identification or for personal purposes. After the contract is awarded, the CPSC Project Officer will coordinate with the contractor to facilitate issuance of credentials to delegated State and local officials that will perform inspections under the Statement of Work.

**VI. Definitions:**

- A. ASME/ANSI – The term "ASME/ANSI as applied to a safety standard means such a standard that is accredited by the American National Standards Institute and published by the American Society of Mechanical Engineers.
- B. Barrier. The term "barrier" includes a natural or constructed topographical feature that prevents unpermitted access by children to a swimming pool, and, with respect to a hot tub, a lockable cover.
- C. Commission. The term "Commission" means the Consumer Product Safety Commission.
- D. Main drain. The term means a submerged suction outlet typically located at the bottom of a pool or spa to conduct water to a re-circulating pump.
- E. Safety vacuum release system (SVRS). The term "safety vacuum release system" means a vacuum release system capable of providing vacuum release at a suction outlet caused by a high vacuum occurrence due to a suction outlet flow blockage.

- F. Swimming Pool; Spa – The term “swimming pool” or “spa” means any outdoor or indoor structure intended for swimming or recreational bathing, including in-ground and above ground structures, and includes hot tubs, spas, portable spas, and non-portable wading pools.
- G. Unblockable drain. The term “unblockable drain” means a drain of any size and shape that a human body cannot sufficiently block to create a suction entrapment hazard.
- H. State. The term “State” has the meaning given such term in section (a)(10) of the Consumer Product Safety Act, (15 U.S.C. 2052 (10)), and includes the Northern Mariana Islands.
- I. PUBLIC POOL AND SPA DEFINED. – In this subsection, the term “public pool and spa” means a swimming pool or spa that is –
  - (A) open to the public generally, whether for a fee or free of charge;
  - (B) open exclusively to –
    - (i) members of an organization and their guests;
    - (ii) residents of a multi-unit apartment building, apartment complex, residential real estate development, or other multi-family residential area (other than a municipality, township, or other local government jurisdiction); or
    - (iii) patrons of a hotel or other public accommodations facility; or
  - (C) operated by the Federal Government (or by a concessionaire on behalf of the Federal Government) for the benefit of members of the Armed Forces and their dependents or employees of any department or agency and their dependents.

**VII. Inspection**

- A. Present Notice of Inspection  
While conducting the inspection, the contractor shall present the written **Notice of Inspection**, in accordance with CPSC Directive 9010.30, Inspections, to the owner, manager, or person in charge of the establishment to be inspected.
- B. **Complete Verification of Compliance Form**  
The contractor shall conduct an on-site inspection of the pool or spa. The contractor shall thoroughly and comprehensively complete this checklist in accordance with checklist parameters. (See attached **Verification of**

**Compliance Form – Attachment – I).** One form must be completed for each pump at the pool inspection site.

All drain covers must be compliant with the ASME/ANSI A112.19.8-2007 standard. If drain covers are field fabricated, then a Registered Design Professional or a licensed professional engineer (PE) or similar professional can specify that the pre-existing grate(s) meets the ASME/ANSI A112.19.8-2007 standard. Secure documentation from the Registered Design Professional or a licensed PE that documents the grate(s) meets the ASME/ANSI A112.19.8-2007 standard.

The manufacturer, contractor, or pool manager may submit written documentation to evidence the size of the sump.

**C. Take Photographs**

- a) The contractor shall photograph the pool area, drain covers, sump and any other suction limiting devices.
- b) These photographs should include close-ups provided the areas are accessible. If they are not accessible, the contractor shall provide a written explanation for not obtaining a photograph in the comments section of the checklist. If the contractor does not have an underwater camera, photographs of the drain covers may be taken from the pool deck.
- c) All photographs must be in color.
- d) Submit digital photographs in electronic format to support documentation.

The Verification of Compliance Form, Notice of Inspection and all supporting documentation including photographs must be submitted as one Adobe Acrobat pdf. or Word document. Label photographs identifying the subject of the photograph (i.e. pool, sump, SVRS, drain, drain covers, etc.) and obtain documentation regarding compliance and any other documents. Specify the site or location of the pool or spa as the name (title) of the document. This will ensure that photographs are matched with the correct pool site. Include dates photographs were taken in the title of the document as well.

If you are unable to convert the documents to an Acrobat Adobe pdf. file, submit all documents in one Microsoft Word document.

**D. Obtain Documentation**

The contractor shall secure documentation (invoices, bills, etc.) evidencing that the drain covers conform to ASME/ANSI A112.19.8 2007 or successor standard.

**VIII. Training**

The CPSC Project Officer will provide necessary training to the State or local contractors immediately following the effective date of this contract. The contractor's personnel who will be conducting the inspections must participate in this training. Participation shall be at no cost to the contractor. The Project Officer will coordinate the time and date of training with the contractor.

## **IX. Deliverables**

**1. Participation in meetings:** Within five business days of the award of the contract, the CPSC Project Officer shall meet the contractor at the contractor's facility or via conference call to discuss the services to be provided.

**2. Reports:** The following reports shall be submitted for each site, and shall be submitted electronically to the attention of the Project Officer. Electronic submission is required and will be discussed with the contractor prior to the first assignment to conduct an inspection.

a) **Checklist:** The completed "Verification of Compliance Form" shall be submitted electronically. One form must be completed for each pump.

b) **Photographs:** All color photographs for a site will be submitted electronically at the same time the checklist is submitted for that site.

c) **Final Report:** The contractor shall submit a final report providing a summary list of all contractor's activities during the contract period (list of sites inspected, dates, name of inspectors), including the strengths, weaknesses, and recommendations for improving the overall program.

### **3. Time of Delivery**

a) Assignments must be completed within 120 days after meeting or conference call in accordance with paragraph IX Deliverables. If there is a delay, the contractor must provide advance written notification to the Project Officer of the reason for the delay in completion.

**b) Email notification to the Project Officer of non-compliant pools must be submitted within five days of inspection to the Project Officer.** The notification must include the following:

I. completed Verification of Compliance Form

II. electronic photographs of the Pool or Spa

### **4. Final Report**

A final report must be delivered to the CPSC Project Officer via electronic submission. The final report must provide a summary of all the contractor's activities including but not limited to the following:

a) Pool/Spa inspection completion list including name, address and dates of sites inspected. Include inspector's name that completed each visit.

b) If available, submit a copy of the State or local pool laws or summary of pending legislation in the jurisdiction where the inspections are conducted.

c) Summary comments including the strengths, weaknesses, and recommendations for improving the overall program.

**X. Period of Performance**

Performance of work shall begin immediately after meeting or conference call as described in paragraph IX Deliverables and shall not extend beyond one hundred and twenty (120) days.

**XI. LC 5B Project Officer Designation**

A. The following individual has been designated as the Government's Project Officer for this contract:

Name:

Telephone:

Email:

Note: Items specified in Section IX. Deliverables shall be sent to the CPSC Project Officer via electronic pdf. or MS Word format.

B. The CPSC Project Officer is responsible for:

(1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and notifying the contracting officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.

(2) performing technical evaluation as required, assisting the contractor in the resolution of technical problems encountered during performance; and

(3) inspection and acceptance of all items required by the contract.

C. The Project Officer is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) take any action that commits the Government or could lead to a claim against the Government.

A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

## **XII. LC3 Acceptance of Deliverables**

- a) All materials submitted for approval will be reviewed by the Commission staff within five (5) working days after date of receipt.
- b) Acceptance/rejection will be transmitted to the contractor by the Project Officer, in writing, within five (5) working days after review of products/services.
- c) Acceptance/rejection will be based on conformance with the statement of work and with professional standards.
- d) Upon submission of any contract deliverable, including reports specified in paragraph IX Deliverables number 2, "Reporting Requirements," the contractor shall submit to the Project Officer a copy of the dated cover letter transmitting such deliverable.

## **XIII. LC 24 Nondisclosure of any Data Developed Under this Contract**

- a. The contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the CPSC.
- b. The contractor shall obtain an agreement of non-disclosure (attached) from each employee who will work on this contract or have access to data obtained or developed under this contract.

## **XIV. LC 21B Disclosure of Information – Restricted Publication**

- a. The contractor shall submit to the CPSC any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.
- b. Should the contractor subsequently apply to the CPSC to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-[\_\_TBA\_\_]. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

## **XV. LC 1A CONTRACTOR'S NOTE**

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered "inside deliveries" to the appropriate room at the CPSC and in accordance with the instructions below. When scheduling deliveries the purchase

order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

**ATTENTION GOVERNMENT VENDOR**

**A. DELIVERY INSTRUCTIONS:**

**1. DELIVERY INSTRUCTION FOR LARY OR HEVY ITEMS:**

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact Shipping and Receiving Coordinator at (301) 366-7018 or Ronald Welch, (301) 504-7091, forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

**LOADING DOCK HOURS OF OPERATION:**

9:00 am to 11: am or 1:30 pm to 4:00 pm  
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7085  
And  
Project Officer: Beverly Kohen - 516-938-5215

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

**2. DELIVERY INSTRUCTIONS FOR SMALL ITEMS**

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4<sup>th</sup> floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room. After delivery, delivery personnel shall promptly depart the building.

**MAIL ROOM HOURS OF OPERATION:**

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

**B. BILLING INSTRUCTIONS**

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page of this order), or other authorization for delivery of goods of services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
9. Other substantial documentation or information as specified in the contract or purchase order.
10. Name (where practicable), title, phone number and mailing address or responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:  
Project Officer – John Vece  
U.S. Consumer Product Safety Commission  
516 Colville Place  
Waukegan, IL 60087

Invoices not submitted in accordance with the above stated minimum requirements will not be process of payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

### **C. PAYMENT**

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer  
Div. of Financial Services, Room 522  
U.S. Consumer Product Safety Commission  
4330 East-West Hwy  
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

### **D. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER**

Contact: Renita Smith – (301) 504-7045

### **E. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES**

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

In case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Services Management Officer (Ronald Welch) in the Facilities Management Support Services Branch (Room 520). The transmittal of Purchase Orders/Receiving Reports to the property management

officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

**XVI. Government-Furnished Supplies/Equipment**

The Government will furnish to the contractor, solely for use in connection with the contract, the materials set forth below:

- a. Verification of Compliance Form (Attachment I)
- b. Virginia Graeme Baker Pool and Spa Safety Act Public Law 110-140
- c. Pool and Spa Safety Act – Frequently Asked Questions – FAQ
- d. Poster – Staff Guide to Complying with the Law
- e. CPSC Notice of Inspection Form 296A

#### 52.212-4 Contract Terms and Conditions—Commercial Items.

##### CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such

termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 3449.
- (8) Other documents, exhibits, and attachments.

- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(a)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(a)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3653).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved]

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657a).

- \_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- \_\_X\_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_X\_ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_X\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_X\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_X\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 5962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 6259b).
- \_\_\_ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- \_\_\_ (30) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (31)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (32) 52.225-3, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_X\_ (38) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

# Attachment 1



**U.S. Consumer Product Safety Commission  
Virginia Graeme Baker Pool and Spa Safety Act  
Verification of Compliance Form  
COMPLETE A FORM FOR EACH PUMP AT A FACILITY**

### PART I - Pool Management Information

Investigator Name		Date of Inspection	
Facility Name		Pool License/Permit Number	
Address		Phone Number ( )	
City		State	Zip Code
Contact Name		Title	
Contact Address			
City		State	Zip Code
Email Address		Fax #	

### PART II - POOL/SPA Information

Pool Location	Indoor <input type="checkbox"/>	Outdoor <input type="checkbox"/>	Water Park <input type="checkbox"/>	Other <input type="checkbox"/>
Pool Type	Swimming Pool <input type="checkbox"/>	Wading Pool <input type="checkbox"/>	Spa <input type="checkbox"/> Hot tub <input type="checkbox"/>	Other <input type="checkbox"/>
Water Features (if any)	Spray <input type="checkbox"/>	Slide <input type="checkbox"/>	Hydro-jet <input type="checkbox"/>	Other <input type="checkbox"/>
Volume of Pool (Gallons)	Mfgr, Make, Model Number, Horse Power of Pump			

### Part III - Drain Covers

Total Number of Drain Covers in Pool/Spa <input type="checkbox"/>		Total Number of Drain Covers Installed for VGBA Compliance <input type="checkbox"/>				
Name of Manufacturer of Drain Covers _____						
Drain Cover	Drain Cover Dimensions & Shape (Round, Rectangular, Square, etc.)	Drain Cover & Frame Make and Model Number	Date Installed & Location (Wall or Floor)	Cover Flow Rate per Manufacturer Specifications (gallons per minute)	Pump Flow Rate (gallons per minute)	Cover Conforms to ASME/ANSI A112.19.8-2007 or newer standard (Indicate Yes/No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Note: Attach documentation that the drain covers comply with ASME/ANSI A112.19.8 performance standard. (i.e. Professional Engineer inspection report )						

**Part IV Anti-Entrapment Device/System**

1. Single Main Drain Yes  No   
 Is this an unblockable drain that is larger than 18 x 23? Yes  No  (If no, go to next section)
2. Multi-Drain System Yes  No   
 Is the multi-drain system at least three (3) feet from pipe center to pipe center? Yes    
 (See Attachment L, page 4) (If no, go to next section)

**Select Secondary Backup System that is installed**

- Compliant Safety Vacuum Release System (SVRS) (Compliant with ASME/ANSI A112.19.17 or ASTM-F2387)  
 SVRS Mfgr. Name and Model \_\_\_\_\_
- Suction-Limiting Vent System  
 Mfgr. Name and Model Number \_\_\_\_\_
- Gravity Drainage System \_\_\_\_\_
- Automatic Pump Shutoff System  
 Mfgr. Name and Model Number \_\_\_\_\_
- Drain Disablement  
 Describe how this was accomplished? \_\_\_\_\_
- Other \_\_\_\_\_

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part V Sump – Equalizer Lines**

**Sump Size**  
 Width \_\_\_\_\_ Depth \_\_\_\_\_ Length \_\_\_\_\_

Is Sump existing or new \_\_\_\_\_ Is it field fabricated or manufactured \_\_\_\_\_  
 Describe how it is fabricated? \_\_\_\_\_  
 (If field fabricated, attach copy of certification from Professional Engineer)

Manufacturer Name and Model Number \_\_\_\_\_ Installation Date \_\_\_\_\_

Clearance between the bottom of the cover and the opening of the suction pipe is \_\_\_\_\_ (inches)

**Equalizer Lines:**  
 Are equalizer lines disabled? (Yes/No) (If so, describe how) \_\_\_\_\_

Do equalizer lines have covers that cannot be removed? (Yes/No)  
 Describe how this was accomplished \_\_\_\_\_

Provide manufacturer name AND model number for each equalizer cover \_\_\_\_\_  
 Installation Date \_\_\_\_\_

**Part VI Comments**

If pool is not in full compliance , provide a description of actions or steps needed to bring pool or spa into compliance with the Virginia Graeme Baker Pool and Spa Safety Act or attach timeline provided by the pool manager or documentation that drain covers have been ordered.

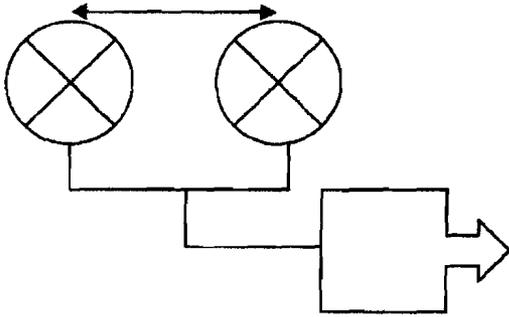
<b>Comments</b>		
<hr/> <hr/> <hr/> <hr/>		
<hr/>	<hr/>	<hr/>
<b>CPSC Investigator - Print Name</b>	<b>Signature</b>	<b>Date</b>

**Note: This form must be completed by CPSC staff or the designated State or local government official.**

**The Consumer Product Safety Commission has requested approval from the Office of Management and Budget for the collection of information associated with this form. In the absence of such an approval, you are not required to provide the information requested to complete this form.**

**CORRECT**

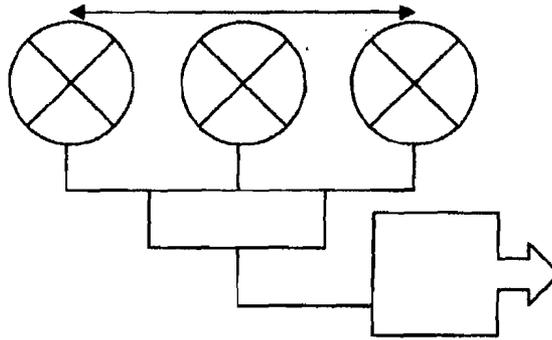
3 FEET APART OR MORE



Dual Drain Outlets

**CORRECT**

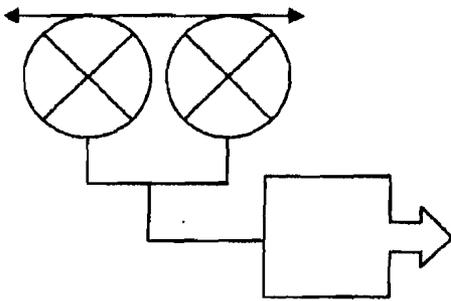
3 FEET APART OUTMOST OUTLETS



Multiple Drain Outlets

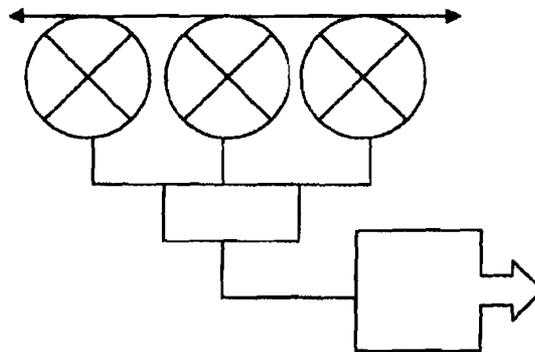
**Incorrect**

LESS THAN 3 FEET APART



**Incorrect**

LESS THAN 3 FEET APART FROM OUTMOST OUTLET



Attachment

A PLACE AT THE BEACH	SEASONAL SWIMMING POOL	07065500133	912 CAROLINA Ave S	WILMINGTON , NC 28403
ABBOTTS RUN APTS	SEASONAL SWIMMING POOL	07065500335	511 COBBLESTONE DR	WILMINGTON , NC 28405
ADMIRALS QUARTERS II	SEASONAL SWIMMING POOL	07065500001	129 S FT FISHER BLV	KURE BEACH , NC 28449
ADMIRALS QUARTERS II	SEASONAL SWIMMING POOL - MULTIPLE	07065500264	129 S FT FISHER BLV	KURE BEACH , NC 28449
AIRLIE PLACE HOA	SEASONAL SWIMMING POOL	07065500002	7212 AIRLIE PI	WILMINGTON , NC 28403
AMERICAS BEST VALUE INN	SEASONAL SWIMMING POOL	07065500072	4903 MARKET St	WILMINGTON , NC 28405
AMERIHOST INN	YEAR ROUND SWIMMING POOL	07065530034	5600 Carolina Beach Rd	WILMINGTON , NC 28412
AMERIHOST INN	YEAR ROUND SPAS - MULTIPLE	07065550021	5600 Carolina Beach Rd	WILMINGTON , NC 28412
ANDREWS REACH	SEASONAL SWIMMING POOL	07065500409	5408 ANDREWS REACH LP	WILMINGTON, NC 28409
ANTIQUA APARTMENTS	SEASONAL SWIMMING POOL	07065500329	3810 PORTOFINO Ct	WILMINGTON , NC 28403
ASHLEY PARK	SEASONAL SWIMMING POOL	07065500319	4204 ASHLEY PARK Dr	WILMINGTON , NC 28412
ASHTON	SEASONAL SWIMMING POOL	07065500256	233 RACINE Dr	WILMINGTON , NC 28403
ATLANTIC TOWERS	YEAR ROUND SWIMMING POOL	07065530029	1615 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
ATLANTIC TOWERS	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530045	1615 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
✓ AVALON APARTMENTS	SEASONAL SWIMMING POOL	07065500405	327 GUINEVERE Ln	WILMINGTON , NC 28403
✓ AZALEA TRACE	SEASONAL SWIMMING POOL	07065500360	724 INDICA CV	WILMINGTON , NC 28411
BARCLAY PLACE	SEASONAL SWIMMING POOL	07065500287	2545 CROQUET Dr	WILMINGTON , NC 28412
✓ BAYMONT INN BY MARRIOTT	SEASONAL SWIMMING POOL	07065500055	306 S COLLEGE Rd	WILMINGTON , NC 28403
BAYSHORE CROSSINGS	SEASONAL SWIMMING POOL	07065500375	201 WAYNERIDGE Dr	WILMINGTON , NC 28411
BEACH HARBOUR HOA	SEASONAL SWIMMING POOL	07065500005	301 CANAL Dr	CAROLINA BEACH , NC 28428

BEACH HOUSE INN & SUITES	SEASONAL SWIMMING POOL	07065500162	412 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
✓ BEACH SIDE INN	SEASONAL SWIMMING POOL	07065500092	616 S Lake Park BLV	CAROLINA BEACH , NC 28428
BEACH WALK	SEASONAL SWIMMING POOL	07065500272	121 SETTLERS LN	KURE BEACH, NC 28449
BEACH WALK	SEASONAL SPA - MULTIPLE	07065520021	121 SETTLERS Ln	KURE BEACH , NC 28449
BEASLEY ON MASONBORO	SEASONAL SWIMMING POOL	07065500314	1300 OLD FOARDS LN	WILMINGTON , NC 28409
BEAU RIVAGE GOLF & RESORT	SEASONAL SWIMMING POOL	07065500220	649 RIVAGE PROMENADE	WILMINGTON , NC 28412
BELLA SERA @ VINEYARD	SEASONAL SWIMMING POOL	07065500402	8532 BELLA SERA Way	WILMINGTON , NC 28411
BELLINGHAM PARK	SEASONAL SWIMMING POOL	07065500391	1522 CADFEL Ct	WILMINGTON , NC 28412
BERKSHIRES @ PECAN GROVE	SEASONAL SWIMMING POOL	07065500251	3739 WILSHIRE BLV	WILMINGTON , NC 28403
BIRCH CREEK I	SEASONAL SWIMMING POOL	07065500345	2121 ALBERT Cir	WILMINGTON , NC 28403
BIRCH CREEK II	SEASONAL SWIMMING POOL	07065500231	988 BIRCH CREEK Dr	WILMINGTON , NC 28401
BIRCHWOOD APTS	SEASONAL SWIMMING POOL	07065500342	4395 BIRCHWOOD Dr	WILMINGTON , NC 28405
BLOCKADE RUNNER	YEAR ROUND SWIMMING POOL	07065530005	275 WAYNICK BLV	WRIGHTSVILLE BEACH , NC 28480
BLOCKADE RUNNER	YEAR ROUND SPAS - MULTIPLE	07065550004	275 WAYNICK BLV	WRIGHTSVILLE BEACH , NC 28480
BLUE POINT	SEASONAL SWIMMING POOL	07065500344	8215 BEDDOES Dr	WILMINGTON , NC 28411
BRADLEY CREEK	SEASONAL SWIMMING POOL	07065500009	6338 Oleander Dr	WILMINGTON , NC 28403
BRADLEY VIEW TOWNHOUSE	SEASONAL SWIMMING POOL	07065500010	6279 Wrightsville Ave	WILMINGTON , NC 28403
BREAKERS CONDOMINIUM	SEASONAL SWIMMING POOL	07065500011	1801 CANAL Dr	CAROLINA BEACH , NC 28428
✓ BREEZEWOOD CONDOS <i>AC66</i>	SEASONAL SWIMMING POOL	07065500313	4136 BREEZEWOOD Dr	WILMINGTON , NC 28403
BRIARCLIFF VILLAS	SEASONAL SWIMMING POOL	07065500336	2505 BRIARCLIFF CIR	WILMINGTON , NC 28411

BRIGADE BOYS CLUB	SEASONAL SWIMMING POOL	07065500012	2759 VANCE St	WILMINGTON , NC 28412
BRITTANY LAKES POOL	SEASONAL SWIMMING POOL	07065500230	1100 HERFORD Ct	WILMINGTON , NC 28403
✓ BROOKSIDE GARDENS AEG 15	SEASONAL SWIMMING POOL	07065500340	1422 BROOKSIDE Dr	WILMINGTON , NC 28411
BROOKSTONE VILLAGE	SEASONAL SWIMMING POOL	07065500254	420 RACINE Dr	WILMINGTON , NC 28403
BUCCANEER MOTEL	SEASONAL SWIMMING POOL	07065500099	201 CAPE FEAR BLV	CAROLINA BEACH , NC 28428
CABANA DE MAR	SEASONAL SWIMMING POOL	07065500013	222 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
CABANA DE MAR	SEASONAL WADING POOL - MULTIPLE	07065520000	222 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
✓ CAMPUS EDGE CONDOS	SEASONAL SWIMMING POOL	07065500015	450 RACINE Dr	WILMINGTON , NC 28403
CAMPUS WALK	SEASONAL SWIMMING POOL	07065500229	455 RACINE Dr	WILMINGTON , NC 28403
CANTERBURY WOODS	SEASONAL SWIMMING POOL	07065500017	2320 CANTERWOOD Dr	WILMINGTON , NC 28401
CANTERBURY WOODS (WADING POOL)	SEASONAL WADING POOL - MULTIPLE	07065510000	2320 CANTERWOOD Dr	WILMINGTON, NC 28401
CAPE COTTAGES	SEASONAL SWIMMING POOL	07065500255	825 LENNON Dr	WILMINGTON , NC 28405
✓ CAPE FEAR COUNTRY CLUB AEG 13	SEASONAL SWIMMING POOL	07065500245	1518 COUNTRY CLUB Rd	WILMINGTON , NC 28403
CAPE FEAR COUNTRY CLUB	SEASONAL SWIMMING POOL - MULTIPLE	07065500390	1518 COUNTRY CLUB Dr	WILMINGTON , NC 28403
CAPE FEAR COUNTRY CLUB	SEASONAL WADING POOL - MULTIPLE	07065510013	1518 COUNTRY CLUB Rd	WILMINGTON , NC 28403
CAPE HARBOR APTS	SEASONAL SWIMMING POOL	07065500249	7113 CAPE HARBOR Dr	WILMINGTON , NC 28405
CAPE SIDF VILLAGE	SEASONAL SWIMMING POOL	07065500240	704 CAPE SIDE Dr	WILMINGTON , NC 28412
CAPTAINS QUARTERS	SEASONAL SWIMMING POOL	07065500019	1401 CANAL Dr	CAROLINA BEACH , NC 28428
CARLTON PLACE	SEASONAL SWIMMING POOL	07065500323	5006 CARLTON PL	WILMINGTON , NC 28405
CAROLINA BAY	SEASONAL SWIMMING POOL	07065500377	650 ST JOSEPH St	CAROLINA BEACH , NC 28428

CAROLINA BEACH FAMILY CAMP	SEASONAL SWIMMING POOL	07065500020	9641 RIVER Rd	WILMINGTON , NC 28412
CAROLINA LAKE BEACH VILLAS	SEASONAL SWIMMING POOL	07065500021	403 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
✓ CAROLINA SANDS	SEASONAL SWIMMING POOL	07065500201	926 RIPTIDE Ln	CAROLINA BEACH , NC 28428
✓ CAROLINA SUNSET CONDOS	SEASONAL SWIMMING POOL	07065500022	219 ATLANTA Ave	CAROLINA BEACH , NC 28428
CAROLINA SURF	SEASONAL SWIMMING POOL	07065500023	201 CAROLINA BEACH Ave S	CAROLINA BEACH , NC 28428
CAROLINA SURF	SEASONAL WADING POOL - MULTIPLE	07065510011	201 S CAROLINA Ave N	CAROLINA BEACH , NC 28428
CAROLINIAN INN	SEASONAL SWIMMING POOL	07065500006	2916 MARKET St	WILMINGTON , NC 28403
CARRIAGE HILLS	SEASONAL SWIMMING POOL	07065500024	1111 STEEPLECHASE Rd	WILMINGTON , NC 28412
CASA DEL PLAYA HOA	SEASONAL SWIMMING POOL	07065500025	1518 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
CHANNEL WALK HOA	SEASONAL SWIMMING POOL	07065500026	199 DRIFTWOOD Ct	WRIGHTSVILLE BEACH , NC 28480
CHATEAU TERRACE APTS	SEASONAL SWIMMING POOL	07065500027	1233 COLUMBUS Cir	WILMINGTON , NC 28403
CIRCLE OF COURAGE	RESIDENTIAL CARE	07065430361	211 SPARGO PL	WILMINGTON, NC 28401
✓ CLAM SHELL VILLAS	SEASONAL SWIMMING POOL	07065500397	4 CLAM SHELL Ln # 5	CAROLINA BEACH , NC 28428
CLEAR RUN APTS	SEASONAL SWIMMING POOL	07065500203	5300 NEW CENTRE Dr	WILMINGTON , NC 28403
CLEAR RUN APTS	SEASONAL SWIMMING POOL	07065500263	330 RACINE Dr	WILMINGTON , NC 28403
COBBLESTONE CONDO POA	SEASONAL SWIMMING POOL	07065500028	2700 S 17th St	WILMINGTON , NC 28403
COLES MOTEL	SEASONAL SWIMMING POOL	07065500030	213 RALEIGH Ave	CAROLINA BEACH , NC 28428
COLONIAL GRAND	YEAR ROUND SWIMMING POOL	07065530023	814 ST ANDREWS Dr	WILMINGTON , NC 28412
COLONIAL GRAND	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530031	700 ST ANDREWS Dr	WILMINGTON , NC 28412
COLONIAL PARKE APTS	SEASONAL SWIMMING POOL	07065500033	5034-6 Hunt Club Rd	WILMINGTON , NC 28403

COLONY WOODS	SEASONAL SWIMMING POOL	07065500034	150 COBBLESTONE Dr	WILMINGTON , NC 28401
COMFORT INN	SEASONAL SWIMMING POOL	07065500037	151 S COLLEGE Rd	WILMINGTON , NC 28403
COMFORT SUITES	SEASONAL SWIMMING POOL	07065500351	4721 MARKET St	WILMINGTON , NC 28403
✓CORAL SURF	SEASONAL SWIMMING POOL	07065500038	705 CAROLINA BEACH Ave S	CAROLINA BEACH , NC 28428
CORDGRASS BAY HOA	SEASONAL SWIMMING POOL	07065500039	2300 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
CORNERSTONE	SEASONAL SWIMMING POOL	07065500317	4529 SAGEDALE Dr	WILMINGTON , NC 28403
COUNTRY INN & SUITES	YEAR ROUND SWIMMING POOL	07065530047	4706 NEW CENTRE DR	WILMINGTON, NC 28403
COUNTRY INN & SUITES SPA	YEAR ROUND SPAS - MULTIPLE	07065550025	4706 NEW CENTRE DR	WILMINGTON, nc 28403
COURTYARD APTS	SEASONAL SWIMMING POOL	07065500040	4210 WILSHIRE BLV	WILMINGTON , NC 28403
COURTYARD BY MARRIOT	SEASONAL SWIMMING POOL	07065500260	151 VAN CAMPEN BLV	WILMINGTON , NC 28403
COURTYARD BY MARRIOT	SEASONAL SPA - MULTIPLE	07065520020	151 VAN CAMPEN BLV	WILMINGTON , NC 28403
COURTYARD BY MARRIOTT	YEAR ROUND SWIMMING POOL	07065530036	100 Charlotte Ave	CAROLINA BEACH , NC 28428
COURTYARD BY MARRIOTT	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530037	100 Charlotte Ave	CAROLINA BEACH , NC 28428
COURTYARD BY MARRIOTT	YEAR ROUND SPAS - MULTIPLE	07065550023	100 Charlotte Ave	CAROLINA BEACH , NC 28428
COVIL ESTATES	SEASONAL SWIMMING POOL	07065500257	7300 COVIL FARM Rd	WILMINGTON , NC 28405
COVIL ESTATES	SEASONAL WADING POOL - MULTIPLE	07065510015	7300 COVIL FARM Rd	WILMINGTON , NC 28403
CROSSWINDS	SEASONAL SWIMMING POOL - MULTIPLE	07065500223	1108 ST ANDREWS Dr	WILMINGTON , NC 28412
CROSSWINDS	YEAR ROUND SWIMMING POOL	07065530012	1108 ST ANDREWS Dr	WILMINGTON , NC 28412
CYPRESS GROVE APTS	SEASONAL SWIMMING POOL	07065500043	12 CYPRESS GROVE Dr	WILMINGTON , NC 28401
CYPRESS ISLAND	SEASONAL SWIMMING POOL	07065500318	9316 LINE Dr	WILMINGTON , NC 28409

CYPRESS POINTE APTS	SEASONAL SWIMMING POOL	07065500031	4861 COLLEGE ACRES Dr	WILMINGTON , NC 28403
CYPRESS POND @ PORTERS NECK	SEASONAL SWIMMING POOL	07065500370	211 CYPRESS POND Way	WILMINGTON , NC 28411
DAYS INN	SEASONAL SWIMMING POOL	07065500044	5040 Market St	WILMINGTON , NC 28405
✓ DEERBROOK	SEASONAL SWIMMING POOL	07065500320	703 GRATHWOL Dr	WILMINGTON , NC 28405
DEMAREST LANDING	SEASONAL SWIMMING POOL	07065500298	3016 SUNNY BRANCH Dr	WILMINGTON , NC 28409
DIXIE GRILL AND POOL	RESTAURANT CATEGORY IV	07065011731	116 Market St	WILMINGTON , NC 28401
DOLPHIN BAY HOA	SEASONAL SWIMMING POOL	07065500046	917 TARPON Dr	WILMINGTON , NC 28412
DOLPHIN LANE	SEASONAL SWIMMING POOL	07065500087	318 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
DRIFTERS REEF MOTEL	SEASONAL SWIMMING POOL	07065500048	701 N LAKE PARK BLV	CAROLINA BEACH , NC 28428
DRIFTWOOD VILLAS NORTH	SEASONAL SWIMMING POOL	07065500049	106 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
DRIFTWOOD VILLAS SOUTH	SEASONAL SWIMMING POOL	07065500050	200 S LAKE PARK BLV	CAROLINA BEACH , NC 28429
✓ DRY DOCK MOTEL	SEASONAL SWIMMING POOL	07065500051	205 FAYETTEVILLE Ave	CAROLINA BEACH , NC 28428
✓ DRYDOCK FAMILY MOTEL	SEASONAL SWIMMING POOL	07065500095	300 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
DUNERIDGE RESORT HOA	SEASONAL SWIMMING POOL	07065500052	2400 N LUMNIA Ave	WRIGHTSVILLE BEACH , NC 28480
EASTWOOD VILLAGE	SEASONAL SWIMMING POOL	07065500053	1239 TWO MILE Cir	WILMINGTON , NC 28403
ECHO FARMS GOLF & COUNTRY CLUB POOL	SEASONAL SWIMMING POOL	07065500106	4114 ECHO FARMS BLV	WILMINGTON , NC 28412
ECONO LODGE	SEASONAL SWIMMING POOL	07065500036	2929 MARKET St	WILMINGTON , NC 28403
EVERGREEN PARK	SEASONAL SWIMMING POOL	07065500258	4315 VENDURA Dr	WILMINGTON , NC 28409
✓ EXTON PARK	SEASONAL SWIMMING POOL	07065500412	4811 EXTON PARK LOOP	CASTLE HAYNE, NC 28429
FAIRFIELD INN & SUITES	YEAR ROUND SWIMMING POOL	07065530050	307 EASTWOOD RD	WILMINGTON, NC 28403

FAIRFIELD PARK HOA	SEASONAL SWIMMING POOL	07065500359	1131 ISLAND Cv	WILMINGTON , NC 28412
FEDERAL POINT YACHT CLUB	SEASONAL SWIMMING POOL	07065500269	910 BASIN Rd	CAROLINA BEACH , NC 28428
FIGURE EIGHT HARBOUR	SEASONAL SWIMMING POOL	07065500056	1308 EDGEWATER CLUB Rd	WILMINGTON , NC 28411
FIGURE EIGHT ISLAND	SEASONAL SWIMMING POOL	07065500057	15 BRIDGE Rd	WILMINGTON , NC 28411
FOREST BY THE SEA HOA	SEASONAL SWIMMING POOL	07065500058	1200 St Joseph St	CAROLINA BEACH , NC 28428
FOREST COVE	SEASONAL SWIMMING POOL	07065500242	5813 WRIGHTSVILLE Ave	WILMINGTON , NC 28403
✓ FOREST HILLS APTS	SEASONAL SWIMMING POOL	07065500059	505 ALPINE Dr	WILMINGTON , NC 28403
FOX RUN FARMS	SEASONAL SWIMMING POOL	07065500227	4808 WAYBRIDGE Ln	WILMINGTON , NC 28405
GARDENS	SEASONAL SWIMMING POOL	07065500408	4417 JAYBIRD Cir	WILMINGTON , NC 28412
GEORGETOWN	SEASONAL SWIMMING POOL	07065500268	222 GATEFIELD Dr	WILMINGTON , NC 28412
GEORGETOWN	SEASONAL WADING POOL - MULTIPLE	07065510016	222 GATEFIELD Dr	WILMINGTON , NC 28412
GLEANMEADE VILLAGE APTS	YEAR ROUND SWIMMING POOL	07065530006	1518 VILLAGE Dr	WILMINGTON , NC 28401
GOLDEN SANDS	YEAR ROUND SWIMMING POOL	07065530039	1203 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
✓ GOLDEN SANDS II	SEASONAL SWIMMING POOL	07065500279	1211 S LAKE BLV	CAROLINA BEACH , NC 28428
✓ GOVERNOURS SQUARE APTS Afgl?	SEASONAL SWIMMING POOL	07065500064	3314 WICKSLOW Rd	WILMINGTON , NC 28412
GREEN ARBOR POINTE	SEASONAL SWIMMING POOL	07065500236	6438 GREEN ARBOR Ln	WILMINGTON , NC 28409
GREENTREE INN	SEASONAL SWIMMING POOL	07065500065	5025 MARKET St	WILMINGTON , NC 28405
GREYMARSH CROSSING	SEASONAL SWIMMING POOL	07065500239	1401 OLD LAMPLIGHTER Way	WILMINGTON , NC 28403
✓ HAMPTON INN	SEASONAL SWIMMING POOL	07065500328	2320 S 17th St	WILMINGTON , NC 28401
✓ HAMPTON INN	SEASONAL SWIMMING POOL	07065500410	124 OLD EASTWOOD RD	WILMINGTON, NC 28405

HAMPTON INN & SUITES	SEASONAL SWIMMING POOL	07065500333	1989 EASTWOOD ST	WILMINGTON , NC 28403
HAMPTON PLACE	SEASONAL SWIMMING POOL	07065500224	727 BRAGG Dr	WILMINGTON , NC 28403
HARBOR INN HOA	SEASONAL SWIMMING POOL	07065500068	701 CAUSEWAY Dr	WRIGHTSVILLE BEACH , NC 28480
HARBOR OAKS	SEASONAL SWIMMING POOL	07065500069	1080 ST JOSEPH St	CAROLINA BEACH , NC 28428
HARBOR OAKS	SEASONAL SWIMMING POOL - MULTIPLE	07065500311	1080 ST JOSEPH St	CAROLINA BEACH , NC 28428
HARBOUR PLACE CONDOS	SEASONAL SWIMMING POOL	07065500070	2557 FLINT Dr	WILMINGTON , NC 28401
HARBOUR POINT	SEASONAL SWIMMING POOL	07065500352	101 Green Turtle Ln	CAROLINA BEACH , NC 28428
HARBOUR RIDGE APTS	SEASONAL SWIMMING POOL	07065500071	1416 HARBOUR Dr	WILMINGTON , NC 28401
HIDDEN POINTE	SEASONAL SWIMMING POOL	07065500373	2606 HIDDEN POINTE Dr	WILMINGTON , NC 28411-7166
HIDDEN TREASURE	SEASONAL SWIMMING POOL	07065500386	113 S 4th Ave	KURE BEACH , NC 28449
HILTON GARDEN INN	YEAR ROUND SWIMMING POOL	07065530044	6745 ROCK SPRING Rd	WILMINGTON , NC 28405
HOLIDAY INN	YEAR ROUND SWIMMING POOL	07065530007	5032 MARKET St	WILMINGTON , NC 28405
HOLIDAY INN	YEAR ROUND SPAS - MULTIPLE	07065550006	5032 MARKET St	WILMINGTON , NC 28405
HOLIDAY INN EXPRESS	SEASONAL SWIMMING POOL	07065500253	160 VAN CAMPEN BLV	WILMINGTON , NC 28403
HOLIDAY INN SUNSPREE	YEAR ROUND SWIMMING POOL	07065530018	1706 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
HOLIDAY INN SUNSPREE	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530027	1706 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
HOLIDAY INN SUNSPREE	YEAR ROUND WADING POOL - MULTIPLE	07065540001	1706 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
HOLIDAY INN SUNSPREE	YEAR ROUND SPAS - MULTIPLE	07065550018	1706 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
HOLIDAY INN SUNSPREE	YEAR ROUND SPAS - MULTIPLE	07065550019	1706 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
HOLLY TREE CONDOS	SEASONAL SWIMMING POOL	07065500074	4465 HOLLY TREE Rd	WILMINGTON , NC 28403

HOLLY TREE RACQUET CLUB	SEASONAL SWIMMING POOL	07065500247	4950 HOLLY TREE Rd	WILMINGTON , NC 28409
HOLTON PLACE	SEASONAL SWIMMING POOL	07065500326	4639 McCLELLAND Dr	WILMINGTON , NC 28411
HUNTERS CROSSINGS	SEASONAL SWIMMING POOL	07065500341	5014 HUNTERS Trl	WILMINGTON , NC 28405
INLAND GREENS AND CEDAR RIDGE	SEASONAL SWIMMING POOL	07065500208	6135 INLAND GREENS Dr	WILMINGTON , NC 28403
INLAND HARBOR	SEASONAL SWIMMING POOL	07065500371	500 ST JOSEPH St	CAROLINA BEACH , NC 28428
INLET WATCH YACHT CLUB	SEASONAL SWIMMING POOL	07065500079	801 PAOLI Ct	WILMINGTON , NC 28401
INN KEEPER	SEASONAL SWIMMING POOL	07065500288	5345 MARKET St	WILMINGTON , NC 28405
INTRACOASTAL WATCH	SEASONAL SWIMMING POOL	07065500294	1610 SOUND WATCH Dr	WILMINGTON , NC 28409
ISLAND NORTH HOA	SEASONAL SWIMMING POOL	07065500080	1717 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
JAMESON INN	SEASONAL SWIMMING POOL	07065500330	5102 DUNLEA Ct	WILMINGTON , NC 28405
JOY LEE APTS	SEASONAL SWIMMING POOL	07065500082	317 CAROLINA Ave N	CAROLINA BEACH , NC 28428
JUMPIN RUN HOA	SEASONAL SWIMMING POOL	07065500084	1801 JUMPIN RUN Dr	WILMINGTON , NC 28401
JUNGLE RAPIDS SPA	SEASONAL SPA - MULTIPLE	07065520022	5320 OLEANDER Dr	WILMINGTON , NC 28403
JUNGLE RAPIDS WADING POOL	SEASONAL WADING POOL - MULTIPLE	07065510017	5320 OLEANDER Dr	WILMINGTON , NC 28403
JUNGLE RAPIDS WAVE POOL	SEASONAL SWIMMING POOL	07065500278	5320 OLEANDER Dr	WILMINGTON , NC 28403
KEYS APARTMENTS	SEASONAL SWIMMING POOL	07065500235	4129 HEARTHSIDE Dr	WILMINGTON , NC 28412
KEYS APARTMENTS	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530003	4129 HEARTHSIDE Dr	WILMINGTON , NC 28412
KEYS APARTMENTS	YEAR ROUND SPAS - MULTIPLE	07065550002	4129 HEARTHSIDE Dr	WILMINGTON , NC 28412
✓ KIRKWOOD AEG13	SEASONAL SWIMMING POOL	07065500353	6400 BRADBURY Ct	WILMINGTON , NC 28409
✓ KIRKWOOD	SEASONAL WADING POOL - MULTIPLE	07065510024	6400 BRADBURY Ct	WILMINGTON , NC 28409

KURE BEACH ESTATES	SEASONAL SWIMMING POOL	07065500346	306 SEALANE Way	KURE BEACH , NC 28449
KURE BEACH VILLAGE	SEASONAL SWIMMING POOL	07065500088	617 SETTERS LN	KURE BEACH , NC 28449
✓ KURE BEACH VILLAGE HOA	SEASONAL SWIMMING POOL	07065500252	701 SAILOR Ct	KURE BEACH , NC 28449
KURE BEACH VILLAS	YEAR ROUND SWIMMING POOL	07065530048	202 N FORT FISHER BLV	KURE BEACH, NC 28449
KURE DUNES	SEASONAL SWIMMING POOL	07065500306	522 ANCHOR Way	KURE BEACH , NC 28449
KURE KEYS	SEASONAL SPA - MULTIPLE	07065520018	310 FT FISHER BLV N	KURE BEACH , NC 28449
KURE KEYS MOTEL	SEASONAL SWIMMING POOL	07065500248	310 FT FISHER BLV N	KURE BEACH , NC 28449
KURE VIEW	SEASONAL SWIMMING POOL - MULTIPLE	07065500364	338 3RD Ave N	KURE BEACH , NC 28449
LANDFALL SPORTS CENTER	SEASONAL SWIMMING POOL	07065500089	1750 DRYSDALE Dr	WILMINGTON , NC 28405
LANDFALL SPORTS CENTER	SEASONAL WADING POOL - MULTIPLE	07065510004	1750 DRYSDALE DR	WILMINGTON , NC 28405
✓ LAUREL LEA	SEASONAL SWIMMING POOL	07065500355	7900 REUNION Rd	WILMINGTON , NC 28411
LEES CUT	SEASONAL SWIMMING POOL	07065500090	100 LEES CUT Ln	WRIGHTSVILLE BEACH , NC 28480
✓ LEEWARD VILLAGE	SEASONAL SWIMMING POOL	07065500238	1600 STURDIVANT Dr	WILMINGTON , NC 28406
✓ LEGION STADIUM POOL 26615	SEASONAL SWIMMING POOL	07065500091	2121 CAROLINA BEACH Rd	WILMINGTON , NC 28401
LENNON WOODS	SEASONAL SWIMMING POOL	07065500259	5220 PENNY Ln	WILMINGTON , NC 28403
LIONS GATE HOA	SEASONAL SWIMMING POOL	07065500093	1800 EASTWOOD Rd # 194	WRIGHTSVILLE BEACH , NC 28480
LIVE OAK VILLAGE	SEASONAL SWIMMING POOL	07065500401	228 MARQUESA Way	KURE BEACH , NC 28443
✓ LOOKOUT HARBOUR	SEASONAL SWIMMING POOL	07065500094	103 W SALISBURY Rd	WRIGHTSVILLE BEACH , NC 28480
LULLWATER VILLAGE	SEASONAL SWIMMING POOL	07065500096	108 LULLWATER Dr	WILMINGTON , NC 28403
MACCUMBER TERRACE HOA	SEASONAL SWIMMING POOL	07065500097	6660 TROLLEY Ln	WILMINGTON , NC 28405

MARSH LANDING PLACE	SEASONAL SWIMMING POOL	07065500421	714 QUINN DR	WILMINGTON, NC 28411
MARSH OAKS	SEASONAL SWIMMING POOL	07065500304	117 MARSH OAKS Dr	WILMINGTON, NC 28411
MARSH OAKS	SEASONAL WADING POOL - MULTIPLE	07065510021	117 MARSH OAKS Dr	WILMINGTON, NC 28411
MARSHES AT RIVERS EDGE	SEASONAL SWIMMING POOL	07065500388	214 FULFORD Ln	WILMINGTON, NC 28412
MASONBORO FOREST	SEASONAL SWIMMING POOL	07065500283	4900 NICHOLAS Cir	WILMINGTON, NC 28412
MASONBORO FOREST	SEASONAL WADING POOL - MULTIPLE	07065510018	4900 Nicholas Cir	WILMINGTON, NC 28412
MASONBORO WOODS	SEASONAL SWIMMING POOL	07065500343	4945 CORONADO Ave	WILMINGTON, NC 28409
MCMILLIAN OAKS	SEASONAL SWIMMING POOL	07065500233	4911 TARHEEL Ct	WILMINGTON, NC 28403
MERMAID MANOR	SEASONAL SWIMMING POOL	07065500387	308 CAROLINA BEACH Ave N	CAROLINA BEACH, NC 28428
MICROTEL <i>Ag. v. 2 Star</i>	SEASONAL SWIMMING POOL	07065500354	907 N LAKE PARK BLV	CAROLINA BEACH, NC 28428
MIKE LORD	SEASONAL SWIMMING POOL	07065500419	910 N FORT FISHER BLV	KURE BEACH, NC 28443
MILL CREEK APTS	SEASONAL SWIMMING POOL	07065500100	414 Mill Creek Ct	WILMINGTON, NC 28403
MOORES INLET VILLAS	SEASONAL SWIMMING POOL	07065500101	106 CIRCLE Dr	WRIGHTSVILLE BEACH, NC 28480
MORAN MOTEL	SEASONAL SWIMMING POOL	07065500102	118 S FT FISHER BLV	KURE BEACH, NC 28449
MOTEL 6 #157	SEASONAL SWIMMING POOL	07065500103	2828 MARKET St	WILMINGTON, NC 28403
<b>Name</b>	<b>Program/Element</b>	<b>PA Cross/Ref</b>	<b>Site Address</b>	<b>City/State/Zip</b>
NEW CENTRE COMMONS	SEASONAL SWIMMING POOL	07065500307	125 DAPPLE Ct	WILMINGTON, NC 28403
NEW CENTRE VILLAGE	SEASONAL SWIMMING POOL	07065500105	219 DAPPLE Ct	WILMINGTON, NC 28403
NEW HANOVER VILLAGE APTS	SEASONAL SWIMMING POOL	07065500228	1314 WELLINGTON Ave	WILMINGTON, NC 28401
NEW LIVERPOOL	RESTAURANT CATEGORY III	07065010195	249 N Front St	WILMINGTON, NC 28401

NEW PROVIDENCE PARK APARTMENTS	SEASONAL SWIMMING POOL	07065500414	4413 COHAN CIR	WILMINGTON, NC 28405
NORTH END CONDOS	SEASONAL SWIMMING POOL	07065500339	119 FLORIDA Ave	CAROLINA BEACH , NC 28428
NORTH PIER OCEAN VILLAS	SEASONAL SWIMMING POOL	07065500273	1800 N CANAL Dr	CAROLINA BEACH , NC 28428
NORTHCHASE APTS	SEASONAL SWIMMING POOL	07065500327	3119 ENTERPRISE Dr	WILMINGTON , NC 28405
NORTHCHASE SWIM AND RACQUET	SEASONAL SWIMMING POOL	07065500108	2832 NORTHCHASE PKY	WILMINGTON , NC 28405
NORTHCHASE SWIM AND RACQUET	SEASONAL WADING POOL - MULTIPLE	07065510005	2832 NORTHCHASE PKY	WILMINGTON , NC 28405
✓ NORTHSIDE POOL	SEASONAL SWIMMING POOL	07065500109	750 BESS St	WILMINGTON , NC 28402
NORTHSIDE SPLASH PAD	SEASONAL SWIMMING POOL	07065500415	750 BESS ST	WILMINGTON, NC 28401
OCEAN DUNES #1	SEASONAL SWIMMING POOL	07065500281	407 DOLPHIN Ct	KURE BEACH , NC 28449
OCEAN DUNES #2	SEASONAL SWIMMING POOL	07065500282	1007 PELICAN Ct	KURE BEACH , NC 28449
OCEAN DUNES #4	SEASONAL SWIMMING POOL	07065500113	2227 SURF RIDER Cir	KURE BEACH , NC 28449
OCEAN DUNES REC CTR	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530008	1 NEPTUNE PI	KURE BEACH, NC 28449
OCEAN DUNES REC CTR	YEAR ROUND SPAS - MULTIPLE	07065550007	1 Neptune PI	KURE BEACH , NC 28449
OCEAN HARBOR	SEASONAL SWIMMING POOL	07065500115	1406 CANAL DR	CAROLINA BEACH , NC 28428
OCEANEER MOTEL	SEASONAL SWIMMING POOL	07065500116	1621 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
✓ OLD CHIMNEY POOL	SEASONAL SWIMMING POOL	07065500118	134 CHIMNEY Ln	WILMINGTON , NC 28409
ONE SOUTH LUMINA MOTEL	SEASONAL SWIMMING POOL	07065500119	1 S LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
OSPREY LANDING	SEASONAL SWIMMING POOL	07065500169	800 WALDEN Dr	WILMINGTON , NC 28403
OTTER CREEK LANDING	SEASONAL SWIMMING POOL	07065500120	1200 LEWIS Dr	CAROLINA BEACH , NC 28428
PALM AIR COTTAGES	SEASONAL SWIMMING POOL	07065500121	133 N FT FISHER BLV	KURE BEACH , NC 28449

	PALMS OF CAROLINA BEACH	SEASONAL SWIMMING POOL	07065500392	106 Spartanburg Ave	CAROLINA BEACH , NC 28428
	PALMS OF CAROLINA BEACH	SEASONAL SWIMMING POOL	07065500392	106 Spartanburg Ave	CAROLINA BEACH , NC 28428
✓	PARADISE COVE	SEASONAL SWIMMING POOL	07065500381	609 SPENCER FARLOW Dr	CAROLINA BEACH , NC 28428
✓	PARADISE TOWERS	SEASONAL SWIMMING POOL	07065500123	901 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
	PARK AT THREE OAKS	SEASONAL SWIMMING POOL	07065500374	175 AMARYLLIS Dr	WILMINGTON , NC 28411
	PARK AVENUE SCHOOL	YEAR ROUND SWIMMING POOL	07065530009	1306 Floral PKY	WILMINGTON , NC 28403
	PARK PLACE CONDOS	SEASONAL SWIMMING POOL	07065500126	3726 ST JOHNS Ct	WILMINGTON , NC 28403
	PARSLEY WOODS	SEASONAL SWIMMING POOL	07065500127	6618 SEDGEWOOD Rd	WILMINGTON , NC 28403
	PASSAGE POINT	SEASONAL SWIMMING POOL	07065500420	224 VALENCIA CT	WILMINGTON, NC 28410
	PELICAN WATCH	SEASONAL SWIMMING POOL	07065500128	1403 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
	PELICAN WATCH INDOOR POOL	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530004	1403 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
	PELICAN WATCH SPA	YEAR ROUND SPAS - MULTIPLE	07065550003	1403 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
	PINE VALLEY COUNTRY CLUB	SEASONAL SWIMMING POOL	07065500130	500 PINE VALLEY Dr	WILMINGTON , NC 28412
	PINE VALLEY COUNTRY CLUB	SEASONAL WADING POOL - MULTIPLE	07065510007	500 PINE VALLEY Dr	WILMINGTON , NC 28403
✓	PINES OF WILMINGTON	SEASONAL SWIMMING POOL	07065500202	1002 MAYFLOWER Dr	WILMINGTON , NC 28401
	PINEWOOD APTS	SEASONAL SWIMMING POOL	07065500131	4901 RANDALL PKY E	WILMINGTON , NC 28403
✓	PIPERS POINT HOA	SEASONAL SWIMMING POOL	07065500132	1314 LAKE PARK BLV	CAROLINA BEACH , NC 28428
	PLACE TO SEA	SEASONAL SWIMMING POOL	07065500293	511 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
	PLANTATION LANDING	SEASONAL SWIMMING POOL	07065500357	342 GASKINS Ln	WILMINGTON , NC 28411
	PLANTATION LANDING III	SEASONAL SWIMMING POOL	07065500385	8712 RAMSBURY Way	WILMINGTON , NC 28411

PLANTATION VILLAGE	YEAR ROUND SWIMMING POOL	07065530021	7917 BLUE HERON Dr W	WILMINGTON , NC 28411
PLANTATION VILLAGE	YEAR ROUND SPAS - MULTIPLE	07065550014	7917 BLUE HERON Dr W	WILMINGTON , NC 28411
PLEASURE ISLAND MOTEL	SEASONAL SWIMMING POOL	07065500241	310 Harper Ave	CAROLINA BEACH , NC 28428
POINT SOUTH APARTMENTS	SEASONAL SWIMMING POOL	07065500395	6110 RIVERWOODS Dr	WILMINGTON , NC 28412
PORT CITY HEALTH CLUB & SPA	YEAR ROUND SWIMMING POOL	07065530001	2250 Shipyard BLV	WILMINGTON , NC 28403
PORT CITY HEALTH CLUB & SPA	YEAR ROUND SWIMMING POOL	07065530001	2250 Shipyard BLV	WILMINGTON , NC 28403
PORT CITY HEALTH CLUB & SPA	YEAR ROUND SPAS - MULTIPLE	07065550001	2250 Shipyard BLV	WILMINGTON , NC 28403
PORTERS CROSSING	SEASONAL SWIMMING POOL	07065500399	8104 PORTERS CROSSING Way	WILMINGTON , NC 28411
PORTERS NECK	SEASONAL SWIMMING POOL	07065500274	8405 Vintage Club Dr	WILMINGTON , NC 28411
PORTERS NECK COUNTRY CLUB	SEASONAL SWIMMING POOL - MULTIPLE	07065500232	8403 VINTAGE CLUB Dr	WILMINGTON , NC 28411
PORTERS NECK POOL SNACK BAR	RESTAURANT CATEGORY II	07065010824	8403 Vintage Club Dr	WILMINGTON , NC 28405
PORTERS NECK WADING	SEASONAL WADING POOL - MULTIPLE	07065510019	8405 Vintage Club Rd	WILMINGTON , NC 28411
QUAD APARTMENTS	YEAR ROUND SWIMMING POOL	07065530040	734-1A N MacMILLAN Ave	WILMINGTON , NC 28403
QUALITY INN	SEASONAL SWIMMING POOL	07065500244	4926 MARKET St	WILMINGTON , NC 28403
RAMADA INN	SEASONAL SWIMMING POOL	07065500136	5001 MARKET St	WILMINGTON , NC 28405
RED ROOF INN	SEASONAL SWIMMING POOL	07065500067	5107 MARKET St	WILMINGTON , NC 28403
REEFS HOA I II III	SEASONAL SWIMMING POOL	07065500137	1501 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
REEFS IV	SEASONAL SWIMMING POOL	07065500138	130 CAROLINA Ave N	CAROLINA BEACH, NC 28428
REEFS V	SEASONAL SWIMMING POOL	07065500139	608 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
RESERVE @ MAYFAIRE	YEAR ROUND SWIMMING POOL	07065530041	1411 PARKVIEW Cir	WILMINGTON , NC 28403

✓ RESERVE AT FOREST HILLS	YEAR ROUND SWIMMING POOL	07065530032	361 DARLINGTON Ave	WILMINGTON , NC 28403
✓ RESERVE AT MASONBORO	SEASONAL SWIMMING POOL	07065500358	5445 EFIRD Rd	WILMINGTON , NC 28403
RESIDENCE INN	SEASONAL SWIMMING POOL	07065500334	1200 CULBRETH Dr	WILMINGTON , NC 28405
RESIDENCE INN	SEASONAL SPA - MULTIPLE	07065520027	1200 CULBRETH Dr	WILMINGTON , NC 28405
RIGGINGS	SEASONAL SWIMMING POOL	07065500299	1437 S FT FISHER BLV	KURE BEACH , NC 28449
RIVER POINTE	SEASONAL SWIMMING POOL	07065500383	228 RIVERGATE Ln	WILMINGTON , NC 28412
✓ ROBERT STRANGE	SEASONAL SWIMMING POOL	07065500168	410 S 10th St	WILMINGTON , NC 28403
ROYAL PALMS MOBILE HOME PARK LLC	SEASONAL SWIMMING POOL	07065500142	5140 CAROLINA BEACH Rd	WILMINGTON , NC 28412
RUSSOS MOTEL	SEASONAL SWIMMING POOL	07065500035	213 CAPE FEAR BLV	CAROLINA BEACH , NC 28428
SALTY HAMMOCKS CONDO	SEASONAL SWIMMING POOL	07065500207	1409 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SAND DUNES	SEASONAL SWIMMING POOL	07065500270	133 S FT FISHER BLV	KURE BEACH , NC 28449
SAND PEBBLES	SEASONAL SWIMMING POOL	07065500146	1015 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SAND PEBBLES POOL	SEASONAL SWIMMING POOL - MULTIPLE	07065500217	1015 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SAND PEDDLER INN	SEASONAL SWIMMING PGOL	07065500315	15 NATHAN St	WRIGHTSVILLE BEACH , NC 28480
SAND RIDGE APTS	SEASONAL SWIMMING POOL	07065500148	1192 HARBOUR Dr	WILMINGTON , NC 28401
SANDS II	SEASONAL SWIMMING POOL	07065500149	504 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SANDS III	SEASONAL SWIMMING POOL	07065500246	601 CAROLINA BEACH Ave S	CAROLINA BEACH , NC 28428
SANDS IV	SEASONAL SWIMMING POOL	07065500150	405 CAROLINA BEACH Ave S	CAROLINA BEACH , NC 28428
SANDS V	SEASONAL SWIMMING POOL	07065500151	1423 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SANDSTEP	SEASONAL SWIMMING POOL	07065500372	618 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428

✓ SAVANNAH INN	SEASONAL SWIMMING POOL	07065500003	316 CAROLINA Ave	CAROLINA BEACH , NC 28428
SAWGRASS	SEASONAL SWIMMING POOL	07065500216	5409 IVO CET Dr	WILMINGTON , NC 28403
SBARROS PIZZERIA #702	RESTAURANT CATEGORY II	07065011126	3500 Oleander Dr Spac FC	WILMINGTON , NC 28403
SEA & SUN	SEASONAL SWIMMING POOL	07065500226	501 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SEA COLONY	SEASONAL SWIMMING POOL	07065500153	1311 S Lake Park BLV	CAROLINA BEACH , NC 28428
SEA GULL MOTEL	SEASONAL SWIMMING POOL	07065500309	413 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
SEA MIST	SEASONAL SWIMMING POOL	07065500362	1202 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
✓ SEA PINES	SEASONAL SWIMMING POOL	07065500297	4191 HEARTHSIDE Dr	WILMINGTON , NC 28409
SEA RANCH MOTEL	SEASONAL SWIMMING POOL	07065500221	1123 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SEA RANCH MOTEL	SEASONAL SWIMMING POOL - MULTIPLE	07065500222	1123 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SEA RANCH MOTEL	SEASONAL SPA - MULTIPLE	07065520009	1123 S LAKE PARK BLV	CAROLINA BEACH , NC 28428
SEAGROVE	SEASONAL SWIMMING POOL	07065500384	1237 SPOT Ln	CAROLINA BEACH , NC 28428
SEAHAWK LANDING	YEAR ROUND SWIMMING POOL	07065530046	5118 SEAHAWK LANDING Dr	WILMINGTON , NC 28403
SEAHAWK VILLAGE	YEAR ROUND SWIMMING POOL	07065530042	1015 COMMUNITY Dr	WILMINGTON , NC 28403
SEAPATH TOWERS	YEAR ROUND SWIMMING POOL	07065530026	322 CAUSEWAY Dr	WRIGHTSVILLE BEACH , NC 28480
SEASCAPE HOA	SEASONAL SWIMMING POOL	07065500157	1615 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
SEASPRAY LANDING	SEASONAL SWIMMING POOL	07065500325	900 SEASPRAY Dr	WILMINGTON , NC 28411
SEAWATCH	SEASONAL SWIMMING POOL	07065500332	122 SEAWATCH Way	KURE BEACH , NC 28449
SEAWIND	SEASONAL SWIMMING POOL	07065500154	1700 CANAL Dr	CAROLINA BEACH , NC 28428
SELLARS COVE	SEASONAL SWIMMING POOL	07065500409	641 CONDO CLUB DR	WILMINGTON, NC 28412

SEVEN SEAS INN	SEASONAL SWIMMING POOL	07065500159	110 ATLANTIC Ave	KURE BEACH , NC 28449
SHELL ISLAND	YEAR ROUND SWIMMING POOL	07065530030	2700 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
SHELL ISLAND RESORT	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530011	2700 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
SHELL ISLAND SPA	YEAR ROUND SPAS - MULTIPLE	07065550009	2700 N Lumina Ave	WRIGHTSVILLE BEACH , NC 28480
SHINN CREEK ESTATES	SEASONAL SWIMMING POOL	07065500285	3206 RENSLER Ct	WILMINGTON , NC 28409
SLEEP INN	SEASONAL SWIMMING POOL	07065500262	5225 MARKET St	WILMINGTON , NC 28405
SMITH CREEK VILLAGE	SEASONAL SWIMMING POOL	07065500389	4562 NEW CENTRE Dr	WILMINGTON , NC 28403
SOUND VIEW CONDO	SEASONAL SWIMMING POOL	07065500413	712 ST JOSEPH ST	CAROLINA BEACH, NC 28428
SOUTH WIND MOTOR INN	SEASONAL SWIMMING POOL	07065500266	109 S FT FISHER BLV	KURE BEACH , NC 28449
SPARKS SHANNON	BODY PIERCER		116 N FRONT ST	WILMINGTON, NC 28401
SPARKS WALKER	BODY PIERCER		1207 S KERR AVE	WILMINGTON, NC 28403
SPINNAKER POINT	SEASONAL SWIMMING POOL	07065500205	400 VIRGINIA Ave	CAROLINA BEACH , NC 28428
SPINNAKER POINT	SEASONAL SPA - MULTIPLE	07065520012	400 VIRGINIA Ave	CAROLINA BEACH , NC 28428
STATION ONE	SEASONAL SWIMMING POOL	07065500407	95 S LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
STILL MEADOW VILLAGE	SEASONAL SWIMMING POOL	07065500316	4632 STILL MEADOW Dr	WILMINGTON , NC 28412
STILL MEADOW VILLAGE	SEASONAL WADING POOL - MULTIPLE	07065510023	4632 STILL MEADOW Dr	WILMINGTON , NC 28412
STONESTHROW	SEASONAL SWIMMING POOL	07065500167	821 MacMILLAN Ave	WILMINGTON , NC 28403
STONESTHROW	SEASONAL WADING POOL - MULTIPLE	07065510008	821 MacMILLAN Ave	WILMINGTON , NC 28403
SUBURBAN EXTENDED STAY	SEASONAL SWIMMING POOL	07065500292	245 EASTWOOD Rd	WILMINGTON , NC 28403
SUMMER SANDS MOTEL	SEASONAL SWIMMING POOL	07065500170	104 S LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480

SUN COAST SWIM & RACQUET CLUB	SEASONAL SWIMMING POOL	07065500296	750 SUNSEEKER Dr	WILMINGTON , NC 28409
✓ SUN COURT VILLAS	SEASONAL SWIMMING POOL	07065500171	1414 SUN COURT VILLA Dr	WILMINGTON , NC 28403
SUN SKIPPER HOA BLDG	SEASONAL SWIMMING POOL	07065500172	1600 CANAL Dr	CAROLINA BEACH , NC 28428
SUN SKIPPER HOA BLDG E	SEASONAL SWIMMING POOL	07065500173	1509 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
SURF SUITES	SEASONAL SWIMMING POOL	07065500174	711 S LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
SURFSIDE MOTOR LODGE	SEASONAL SWIMMING POOL	07065500175	234 CAROLINA BEACH Ave	CAROLINA BEACH , NC 28428
SURFSIDE MOTOR LODGE	SEASONAL SWIMMING POOL - MULTIPLE	07065500219	302 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
TANGLE OAKS	SEASONAL SWIMMING POOL	07065500176	5247 MARINA CLUB Dr	WILMINGTON , NC 28409
TESLA PARK APARTMENTS	SEASONAL SWIMMING POOL	07065500348	4510 TESLA PARK Dr	WILMINGTON , NC 28412
✓ THE CREEK @ FOREST HILLS	SEASONAL SWIMMING POOL	07065500041	2247 WRIGHTSVILLE Ave	WILMINGTON , NC 28403
✓ THE GREAT ESCAPE	SEASONAL SWIMMING POOL	07065500376	1004 N FT FISHER BLV	KURE BEACH , NC 28449
THE ISLANDER	SEASONAL SWIMMING POOL	07065500081	1704 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
TIDES	SEASONAL SWIMMING POOL	07065500179	1500 EBB Dr	WILMINGTON , NC 28403
TIDES II CONDOS	SEASONAL SWIMMING POOL	07065500180	1013 CAROLINA BEACH AVE N	CAROLINA BEACH , NC 28428
TIDEWINDS CONDOS	SEASONAL SWIMMING POOL	07065500181	102 CAROLINA BEACH Ave S	CAROLINA BEACH , NC 28428
TOWNE PLACE SUITES BY MARRIOTT	YEAR ROUND SWIMMING POOL	07065530051	305 EASTWOOD RD	WILMINGTON, NC 28405
TOWNE PLACE SUITES BY MARRIOTT	YEAR ROUND SPAS	07065550269	305 EASTWOOD RD	WILMINGTON, NC 28405
TRAVEL INN	SEASONAL SWIMMING POOL	07065500060	4401 MARKET St	WILMINGTON , NC 28403
TROPICAL WINDS	SEASONAL SWIMMING POOL	07065500184	1004 CAROLINA BEACH Ave S	CAROLINA BEACH , NC 28428
TYNDALL SWIM & RAQUET	SEASONAL SWIMMING POOL	07065500237	5517 CHELON AVE	WILMINGTON , NC 28409

UNCW AQUATICS	YEAR ROUND SWIMMING POOL	07065530013	602 S COLLEGE Rd	WILMINGTON , NC 28403
UNCW AQUATICS - SWIMMING	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530014	602 S COLLEGE Rd	WILMINGTON , NC 28403
UNIVERSITY ARMS APTS	SEASONAL SWIMMING POOL	07065500166	4922 PEPYS Ln	WILMINGTON , NC 28403
VETERANS PARK COMMONS	SEASONAL SWIMMING POOL	07065500356	157 HALY BURTON MEMORIAL PKY	WILMINGTON , NC 28412
VILLAGE AT MAYFAIRE	SEASONAL SWIMMING POOL	07065500366	6814 MAYFAIRE CLUB Dr	WILMINGTON , NC 28405-4184
VILLAGE AT MAYFAIRE	SEASONAL SPA - MULTIPLE	07065520029	6814 MAYFAIRE CLUB Rd	WILMINGTON , NC 28405
VILLAGE GREEN APTS	SEASONAL SWIMMING POOL	07065500032	820 MacMILLAN Ave	WILMINGTON , NC 28403
VILLAGE GREEN SWIM CLUB	SEASONAL SWIMMING POOL	07065500368	350 WHISPER PARK Dr	WILMINGTON , NC 28411
VILLAGE SQUARE	SEASONAL SWIMMING POOL	07065500275	5121 LAMP POST Cir	WILMINGTON , NC 28409
VILLAS AT MURRAYVILLE CONDOS	SEASONAL SWIMMING POOL	07065500418	5404 SIRUS DR UNIT 103	WILMINGTON, NC 28405
VINEYARD PLANTATION	SEASONAL SWIMMING POOL	07065500398	614 WINERY Way	WILMINGTON , NC 28411
WATERFRONT VILLAS	SEASONAL SWIMMING POOL	07065500302	100 SPENCER FARLOW Dr	CAROLINA BEACH , NC 28428
WATERMARK MARINA	SEASONAL SWIMMING POOL	07065500403	4114 RIVER Rd	WILMINGTON , NC 28412
WATERVIEW CONDOS	SEASONAL SWIMMING POOL	07065500417	305 S LAKE PARK BLV	CAROLINA BEACH, NC 28428
WATERWAY LODGE	SEASONAL SWIMMING POOL	07065500187	7246 WRIGHTSVILLE Ave	WILMINGTON, NC 28403-7223
WILLOUGHBY PARK	SEASONAL SWIMMING POOL	07065500301	1522 WILLOUGHBY PARK CT	WILMINGTON , NC 28403
WILLOW GLENN ESTATES	SEASONAL SWIMMING POOL	07065500400	6105 RIVERWOODS DR	WILMINGTON , NC 28412
WILMINGTON ATHLETIC CLUB	YEAR ROUND SWIMMING POOL	07065530043	2026 S 16TH St	WILMINGTON , NC 28401
WILMINGTON HILTON RIVERSIDE	SEASONAL SWIMMING POOL	07065500215	301 N WATER St	WILMINGTON , NC 28401
WILMINGTON KOA	SEASONAL SWIMMING POOL	07065500014	7415 MARKET St	WILMINGTON , NC 28405

WIMBLEDON CHASE APTS	SEASONAL SWIMMING POOL	07065500061	603 PLUM NEARLY Ln	WILMINGTON , NC 28403
WINDS IV	SEASONAL SWIMMING POOL	07065500189	505 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
✓ WINDS RIDGE	SEASONAL SWIMMING POOL	07065500361	4049 HONS Trl	WILMINGTON , NC 28409
WINDS V	SEASONAL SWIMMING POOL	07065500190	508 CAROLINA Ave N	CAROLINA BEACH , NC 28428
WINDS VI	SEASONAL SWIMMING POOL	07065500218	418 CAROLINA BEACH Ave N	CAROLINA BEACH , NC 28428
WINGATE INN	SEASONAL SWIMMING POOL	07065500324	5126 MARKET St	WILMINGTON , NC 28405
WINGATE INN	YEAR ROUND SPAS - MULTIPLE	07065550017	5126 MARKET St	WILMINGTON , NC 28405
WRIGHTSVILLE DUNES I SOUTH	SEASONAL SWIMMING POOL	07065500191	2504 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
WRIGHTSVILLE DUNES II NORTH	SEASONAL SWIMMING POOL - MULTIPLE	07065500192	2504 N LUMINA Ave	WRIGHTSVILLE BEACH , NC 28480
WRIGHTSVILLE GREEN	SEASONAL SWIMMING POOL	07065500193	1915 MASON REED RD	WILMINGTON , NC 28403
WRIGHTSVILLE PLACE	SEASONAL SWIMMING POOL	07065500206	6211 Wrightsville Ave	WILMINGTON , NC 28403
WRIGHTSVILLE SOUND VILLAGE	SEASONAL SWIMMING POOL	07065500195	1507 MILITARY CUTOFF Rd	WILMINGTON , NC 28403
WRIGHTSVILLE WEST	SEASONAL SWIMMING POOL	07065500196	2029 Eastwood Rd	WRIGHTSVILLE BEACH , NC 28480
WRIGHTSVILLE YACHT CLUB	SEASONAL SWIMMING POOL	07065500284	6 MARINA St	WRIGHTSVILLE BEACH , NC 28480
✓ YACHTSMAN	SEASONAL SWIMMING POOL	07065500197	111 FLORIDA Ave	CAROLINA BEACH , NC 28428
YMCA	YEAR ROUND SWIMMING POOL	07065530002	2710 MARKET St	WILMINGTON , NC 28403
✓ YMCA 4 lane	YEAR ROUND SWIMMING POOL - MULTIPLE	07065530015	2710 MARKET St	WILMINGTON , NC 28403
YMCA SPA	YEAR ROUND SPAS - MULTIPLE	07065550008	2710 MARKET St	WILMINGTON , NC 28403
YWCA	YEAR ROUND SWIMMING POOL	07065530038	2815 S COLLEGE Rd	WILMINGTON , NC 28412