

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2022
To: Honorable Mayor & Members of the City Council
From: Community Services Department
Presentation By: Rob Condrey, Parks and Grounds Superintendent

Summary

Subject: Purchase of an AP 300 Sprayground for Gauche Aquatic Park (GAP)
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; and approving the sole-source purchase of lifefloor tiles and the manufacturing of an AP 300 Sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of \$326,333, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement with WhiteWater West Industries Ltd. of Richmond, British Columbia
Fiscal Impact: Total - \$326,333
Account No. 901284 (Zero-Depth Entry Water Feature Project) - \$305,952
Account No. 901127 (Capital Replacement Project - GAP) - \$20,381

Purpose:

To remove and replace the existing failing water feature in the zero-depth entry pool, ensuring a safe, fun, and fully-functional aquatic facility for the community.

Council's Strategic Goal:

The replacement of the sprayground at Gauche Aquatic Park addresses the City Council's Strategic Goal of Infrastructure and Quality of Life. Replacement of the exhausted sprayground will maintain the park's usability and reduce the need for staff maintenance.

Background:

The WhiteWater AP 300 Sprayground is located in the zero-depth entry pool at Gauche Aquatic Park. It is the original equipment and was installed in 2007. The sprayground will come to the end of its serviceable life span at the end of the 2022 season due to corrosion from chlorine in the pool water. Corrosion has affected most of the structure's footings and hand railing.

Analysis:

Staff reviewed multiple options for the replacement of the existing structure, including providing new

models and replacing the existing model with the exact model which is currently in use. After review, it was determined that the most cost and time-efficient option would be performing a sole-source purchase of the exact same model and self-performing the demolition and installation.

Purchasing the same model that is already in use will ensure that no plumbing or foundation modifications will be necessary. Further, staff self-performing the construction will negate any costs that would be experienced through the use of a contractor.

Fiscal Impact:

The purchase will be funded through CIP Account Number 1284 (Zero-Depth Entry Water Feature Project) and CIP Account Number 1127 (Capital Replacement Project - GAP). The funds in CIP Account 1284 include \$177,952 that the City of Yuba City received through the 2018 Parks Bond Act Per Capita Grant Program, and \$128,000 that City Council approved in the CIP Budget. Based on the quote from Whitewater West Industries, Ltd. of Richmond, British Columbia (see Exhibit A, Attachment 1), the cost of the new structure is \$326,333. Additional costs will be incurred through staff time for the removal and replacement of the structure.

Environmental Determination:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the removal and replacement of the existing sprayground within city facilities is defined as a minor alteration, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

1. Direct staff to conduct a formal bid process, which will cause project delays and increased costs.
2. Do not approve the purchase from WhiteWater West Industries Ltd. and close down that component of the pool for the 2023 season.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; and approving the sole-source purchase of lifefloor tiles and the manufacturing of an AP 300 Sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of \$326,333, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement with WhiteWater West Industries Ltd. of Richmond, British Columbia

Attachments:

1. Resolution
2. Current Sprayground
3. Proposed New Sprayground

Prepared By:
Maddy Laffond
Community Services Administrative Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION; AND APPROVING THE SOLE-SOURCE PURCHASE OF LIFEFLOOR TILES AND THE MANUFACTURING OF AN AP 300 SPRAYGROUND TO WHITEWATER WEST INDUSTRIES LTD. OF RICHMOND, BRITISH COLUMBIA IN THE AMOUNT OF \$326,333, WITH THE FINDING THAT IS IN THE BEST INTEREST OF THE CITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WHITEWATER WEST INDUSTRIES, LTD. OF BRITISH COLUMBIA**

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications integral to existing infrastructure, staff has significant training and experience with the equipment, and it is solely available from the manufacturer; and

WHEREAS, the current Sprayground is 15 years old and has exhausted its life expectancy; and

WHEREAS, the City desires to approve the sole-source purchase of lifefloor tiles and the manufacturing of an AP 300 sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia and lifefloor tiles in the amount of \$326,333.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

Section 1. The City Council finds that the recitals are true and correct, and are incorporated herein as if set forth in full.

Section 2. The City Council finds and determines that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as the removal and replacement of the existing sprayground within city facilities is defined as a minor alteration, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Section 3. The City Council of Yuba City awards the purchase of lifefloor tiles and the manufacturing of one AP 300 sprayground to WhiteWater West Industries Ltd. of Richmond, British Columbia in the amount of \$326,333, with the finding that it is in the best interest of the City. The City Manager is authorized to execute any agreement or other document required for the purchase subject to approval as to legal form by the City Attorney.

Section 4. The Resolution shall take effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

A. Exhibit A – Agreement (Quote attached)

EXHIBIT A



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of July 2022 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and **WhiteWater West Industries Ltd.**, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

See Exhibit B - WhiteWater West Industries Ltd. Quote Ref No. 44407-6

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY
A MUNICIPAL CORPORATION**

WhiteWater West Industries Ltd.

Diana Langley
City Manager

By: _____

Title: _____

Print: _____

License No.: _____

Address: 180-6651 Fraserwood PI
Richmond, BC V6W 1J3

Attachments: Exhibit A – Terms and Conditions
Exhibit B – WhiteWater West Industries Ltd. Quote Ref No. 44407-6
Exhibit C – Insurance Requirements

EXHIBIT A
TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.

EXHIBIT B

Gauche Park Aquatic - AP Replacement

City of Yuba City

Yuba City, CA, USA

44407-6

July 11, 2022



WHITEWATER.[®]

EST. 1980

This document contains a formal quotation valid for 45 days from the date issued. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available.

| | |
|---|----|
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The appendices listed above are made part of this contract and together represent the full extent of the agreement. In case of conflict between the contract herein and any other referenced documents, the contract takes precedence.

Parties

This contract is made on the latest date of signing by both parties, between:

The seller, WhiteWater West Industries Ltd. (WhiteWater)
With registered office at:

180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1.604.273.1068 • Fax: +1.604.273.4518

A British Columbia corporation with incorporation number BC1238701 and a resident of Canada for income tax purpose with registration number 10567 3271 RC0002.

Formal notices to be addressed to the attention of:
Luc Benac, Commercial Manager (luc.benac@WhiteWaterwest.com)

AND

The purchaser, _____ (Purchaser)

With registered office at:

A _____ corporation with incorporation number _____
and
a resident of for income tax purpose with registration number _____

Formal notices to be addressed to the attention of:
_____ (_____ @ _____)

Site Address at:

END OF SECTION

Specific Terms and Conditions

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the following Products and Services:

| PRODUCTS | As per drawing |
|---|---|
| AquaPlay AP-300TB (in Primary Colours with client's logo on tipping bucket) | 44407 SK-4; AP Theming V1 – Feb 3, 2022 |
| Optional: Life Floor on AP unit | n/a |
| Optional: Life Floor under AP unit | 44407 SK-6B |

| ON-SITE SERVICES | Number of man-days | Notes |
|--|--------------------|--|
| <input checked="" type="checkbox"/> Installation of Life Floor | Not Specified | Prevailing Wages ¹ |
| <input type="checkbox"/> Installation of AquaPlay | n/a | Excluded. |
| <input checked="" type="checkbox"/> Installation Advisory | 10 | based on a seven day workweek ¹ |
| <input checked="" type="checkbox"/> Ride Commissioning | Included | based on a seven day workweek ¹ |

For further information please refer to Appendices for Specifications.

Notes:

¹ Duration and price are based on a seven-day workweek and assume continuous working conditions without major interruption. In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.

2. Delivery, Transfer of Risk and Ownership of the Equipment

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2020) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2020)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- Purchaser is responsible for unloading the equipment on site except that when WhiteWater is responsible for the installation of the equipment, WhiteWater will unload the equipment as part of keeping the chain of custody.
- WhiteWater is responsible for export and import clearance as a non-resident Importer Of Record, but Purchaser must provide to WhiteWater is Employer Identification Number registered with US Customs and Border Protection (WhiteWater can help if such filing is required for Purchaser)
- WhiteWater is responsible for insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser



Named Place of Destination is: Yuba City, CA, USA

Detention

Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Purchase Price

Subject to the terms of this Contract, the Purchaser hereby orders and purchases from the supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, exclusive of all taxes.

\$305,713 **USD**

A breakdown of which is attached in the [Appendix 6 Purchase Price Breakdown](#).

Sales Tax

The Purchase Price is exclusive of any sales tax (if allowed by State Law).

When applicable the following sale / use taxes are in addition to the Purchase Price amount:

\$20,620 **USD**

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

| | | |
|--|-------|-----------|
| DEPOSIT PAYMENT | 30% = | \$97,900 |
| SHIPMENT PAYMENT Prior to and as a condition of loading the Equipment for shipping. | 60% = | \$195,800 |
| FINAL PAYMENT Upon issuance of Certificate of Commissioning (<i>as per General Terms and Conditions - Completion</i>) | 10% = | \$32,633 |
| TOTAL | | \$326,333 |

Banking information to be presented under separate cover after execution of the contract.

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on date to be determined, the targeted date for commissioning of the equipment is to be determined.

Purchaser's initial _____

1. Engineering

All the following deliverables need to be received within 5 business days (or as indicated on the schedule annexed) or schedule will be delayed:

- Executed Contract
- Deposit Payment
- **Critical Startup Information** as detailed in Appendix "Critical Startup Information" required to start performance of the work

To maintain the project schedule, the Purchaser agrees to provide all necessary approvals for design, theming and equipment colors in a timely manner.

2. Manufacturing

To start upon completion of Engineering and upon receipt of the following items from the Purchaser (where applicable):

- Milestone payment or issuance of the letter of credit
- Signed authorization to proceed from the Purchaser
- 3rd party design acceptance

3. Shipping

Loading of the equipment to start upon receipt of milestone payment, unless secured by a letter of credit.

4. Installation Advisory Services or Installation of Equipment (if applicable)

To start upon notification of site readiness and accessibility to our employees.

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Any delay to contract initiation (i.e. contract execution and deposit payment) or any changes to milestone dates by Purchaser will cause corresponding delays to the delivery schedule. In addition, significant changes might also affect the duration of the various tasks. For further information please refer to the preliminary schedule included in Appendix Preliminary Schedule.

END OF SECTION

General Terms and Conditions

1. Indemnification

- a. Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) harmless from any claims, demands, causes of action or costs, including attorney fees, which:
- *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of WhiteWater, in connection with the assembly, construction, installation supervision or erection of WhiteWater's equipment OR*
 - *arise out of or are otherwise related to personal injury or death caused by a defect in the design of, manufacture of, or warnings/instructions accompanying WhiteWater's equipment.*

However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.

- b. If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment.*
- c. If Purchaser, (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:*
- in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;*
 - in connection with the supervision of users of the WhiteWater's equipment;*
 - any modification of the WhiteWater's equipment made by or on behalf of Purchaser, except those made in accordance with the express written consent of WhiteWater;*
 - any alleged negligence or other culpable conduct of users of the WhiteWater's equipment;*

The Parties expressly recognize and agree that the Party operating the equipment is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the WhiteWater equipment, and to ensure that the WhiteWater equipment is properly maintained and properly used by patrons. Therefore, the Parties agree that indemnity obligations provided by the entity operating the equipment) takes precedence over WhiteWater's indemnity obligations to Purchaser or Operator.

- d. Notices - Indemnitee shall notify Indemnitor of any claim or lawsuit which Indemnitee will assert Indemnitor might be obligated to defend under this Section within fifteen (15) days of Indemnitee's receipt of notice of said claim or lawsuit. In addition to the forgoing, Indemnitee will use reasonable efforts to notify Indemnitor within fifteen (15) days of obtaining facts which suggest that Indemnitor may be obligated to defend and indemnify the Indemnitee in accordance with this provision. Failure to provide such notice in the preceding sentence shall not void the indemnity provision unless Indemnitor can prove that Indemnitee's failure to so notify Indemnitor materially impaired Indemnitor's ability to defend any claim arising from such facts.

- e. Obligation to Report Incidents - WhiteWater and Purchaser/Operator agree and recognize that timely investigation and analysis of any mishap, accident, injury, death, claim or demand is vital to the maintenance, improvement, and safe use of the WhiteWater's equipment. Purchaser/Operator shall report any mishap, accident or incident involving any bodily injury, damage or death, or injury to or destruction of tangible property, to WhiteWater within five (5) days of the reported incident, regardless of whether any claim or demand for damages is made.

2. Insurance

a. Installation Project Period: Insurance

- i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability up to \$10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.

Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions and under the limited time frame of the Installation Project Period. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.

Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the Installation Project Period. The additional insured status terminates at the end of the Installation Project Period regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.

- ii. **WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of \$1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.**

b. Post Installation Period: Insurance

- i. Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability of no less than \$5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom.

3. Transfer of Risk and Title

Transfer of Risk takes place upon delivery based on Incoterms (2020) as selected under Specific Terms and Conditions - Delivery, Transfer of Risk and Ownership of the Equipment. Transfer of Title mirrors the transfer of risk.

4. Delays or Suspension by Purchaser

- a. Purchaser acknowledges that WhiteWater has exclusively set aside production capacity for the purpose of manufacturing goods according to the agreed Project Schedule and that any delays by Purchaser in taking delivery would create irreparable harm. If the project is delayed as a result of Purchaser not meeting schedule milestones, then the project schedule will be adjusted accordingly. When Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers is the sole cause of the delay and delay is not caused by an event of Force Majeure, WhiteWater shall be entitled to liquidated damages in the sum at the daily rate of \$1,000.00, beginning fourteen (14) days from written notice given by WhiteWater, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

- b. While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible
- c. Separate and apart from the costs set forth above, should WhiteWater be required to store work in progress and/or finished goods for a period of more than fourteen (14) days, WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.
- d. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.

5. Delays by WhiteWater

- a. If the project is delayed as a result of WhiteWater not meeting schedule milestones, then the project schedule will be adjusted accordingly.
- b. When WhiteWater is the sole cause of the delay to the Commissioning and Substantial Completion **and delay is not caused by an event of Force Majeure or by the Purchaser's failure to make payments in accordance with the Contract or to provide required information to WhiteWater when contemplated in the Contract**, Purchaser shall be entitled to liquidated damages in the sum at the daily rate of \$1,000.00, beginning fourteen (14) days from written notice given by Purchaser, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

6. Impossibility/Impracticability.

When a party is excused of his or her responsibilities because performance has been made excessively burdensome—impracticable—by a supervening event that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the contract was made, all deadlines and dates shall be adjusted and extended, and WhiteWater shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. WhiteWater shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.

7. Waiver of Consequential Damages

In no event shall one party be liable to the other or any other entity for loss of use, loss of profits or for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability.

8. Termination

- a. The Purchaser acknowledges that once an order is placed with WhiteWater, considerable expense is incurred by WhiteWater to provide the Design Services, and manufacturing the equipment and accordingly, this Contract may not be terminated by the Purchaser unless following sub-clauses (b) and (c) below:
- b. Termination for Cause. If WhiteWater materially defaults in carrying out its duties under this Contract, the Purchaser will give WhiteWater notice of the default in which case WhiteWater will have ten (10) days to remedy the default or propose a satisfactory remedy to cure the default and Purchaser shall not unreasonably refuse such remedy. If WhiteWater is unable to make such remedy, the Purchaser may elect to terminate the Contract.
- c. Termination for Convenience. The Purchaser can terminate this Contract, without cause. If the Contract is terminated before performance is completed, WhiteWater will be paid only for the prorate of the Contract Price corresponding to work satisfactorily performed and work in progress, cost incurred or that cannot be avoided including orders that cannot be cancelled or returned at the time of the termination and for which costs can be substantiated. In addition, a cancellation fee equivalent to 20% of the value of the amount above is also payable but in no circumstances will the aggregate amount paid exceed the total Purchase Price. All work in progress will become the

property of the Customer and will be turned over promptly by WhiteWater and put at the disposal of Purchaser at its current location.

- d. Termination for Payment Default. If the Purchaser should fail or wrongfully refuse to approve or refuse to make payment in accordance with this Contract, then WhiteWater may elect to terminate the contract, by notice in writing. WhiteWater shall be entitled to collect from Purchaser, payment for all completed contracted work and to recover all direct costs prorated from contract amounts, incurred up to the time of termination. If Purchaser cures its nonpayment within fifteen (15) days, then WhiteWater's notice of termination will be rendered ineffective

9. Completion

- a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of Commissioning and Substantial Completion, along with a deficiency list of unfinished items, if any, to illustrate the Substantial Completion of the Work. Substantial Completion is defined as the date in which the Work is ready to be used, or is being used, for the purposes for which it was intended.
- b. Both parties in writing shall agree upon the value of each item on the deficiency list. In the case WhiteWater is responsible for installation of the Equipment or there is any material has not yet been delivered, the allowable dollar amount to be retained by the Purchaser after the date of Commissioning is the total agreed upon value of the deficiencies or parts multiplied by two.
- c. Total Completion is achieved when WhiteWater completes the items on the deficiency list which are part of WhiteWater's scope of work. At such time WhiteWater shall issue a Certificate of Total Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

10. Correction Period and Express Limited Warranties

- a. Correction Period. For a period of twelve (12) months from the date of Commissioning, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material, workmanship, or design outcome; provided the Equipment has been paid in full, installed according to and in full compliance with engineering drawings and used in accordance with the Operation and Maintenance Manuals. The operator is required to report in writing any alleged defect within ten (10) days of its appearance, or the correction might be at the sole cost of the operator or the operator might become responsible for the additional cost of repair resulting for letting the issue unreported and unresolved for a longer period. Act of God, damages from extreme weather, intentional physical damages and damages from impacts are not covered and all other warranties expressed or implied are rejected unless noted herein. In no case shall WhiteWater be liable for any consequential damages.
- b. Express Limited Warranties. Correction Period covers peeling, cracking, blistering, and or delamination, under conditions of normal use, which are the result of improper surface preparation or manufacturing by WhiteWater. The following warranties are offered in regard of fiberglass reinforced panels.
 - Replacement or repair for parts installed according to engineering drawings that have structurally failed within three (3) years of installation, unless such failure is at a result of installation crews constraining straight sections (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings).
 - Resurfacing or repair for parts that are subject to any severe latent defect in clearcoat and/or gelcoat within three (3) years of installation, unless the operator cannot provide reasonable records showing that operation and maintenance have been performed in compliance with the Operations and Maintenance Manual.

These warranties are subject to guidance, limitations and requirements outlined in the relevant sections of the Operations & Maintenance Manual.

11. Change Orders

- a. Without affecting the validity of any of the terms of this Contract, the parties reserve the right to make reasonable changes to the scope of work, provided that and only when such changes are affected through a written change order executed by both parties. Once a party formally send a request for a change order, the other party will endeavor to review and confirm feasibility, schedule adjustment and impact on price of the proposed change within five (5) business days of the receipt of all the required information. If the reviewing party fails to respond, the change order will be considered to be accepted and the requesting party will be entitled to send notice of such on the sixth day.
- b. During the initiation stage of the project, WhiteWater and Purchaser will work closely to finalize the details of the design documented in this Contract by incorporating minor changes, if any, necessary to proceed to the detailed engineering as per estimated schedule.
- c. Once the detailed engineering has begun any proposed change will require an adjustment of schedule and price as per Paragraph 8.a above.

12. Third Party Review Requirements

The Purchaser agrees that unless expressly documented in this contract, there is no requirement for a 3rd party review of design, manufacturing, installation or operation of the WhiteWater supplied equipment. If a 3rd party review including reviews by local, state or federal authorities is required, and not documented in this Contract, WhiteWater will have the opportunity to review the requirements and provide a change order to document the change to the sell price and project schedule as a result of this inclusion.

13. Design Code and Special Design Considerations

The purchaser agrees that the standards referenced in the annexes of this Contract are the only ones applicable to the design of this project. Any other standards, specifications, or similar requirements not identified in the contract will be subject to WhiteWater review and approval and may result in a change order if approved.

14. Standard of Care

WhiteWater shall perform its services in accordance with the standards noted above consistent with the professional skill and care ordinarily provided by designers and engineers practicing in the same or similar jurisdiction under the same or similar circumstances. WhiteWater shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progresses of the work.

15. Safety

WhiteWater's employees, agents, representatives, independent contractors or individuals acting under WhiteWater's direction will at all time abide and follow the Safety Procedures in place on the project site in addition to WhiteWater's Safety Procedures.

16. Assignment

- a. WhiteWater may not assign a portion of this contract to other parties without the written consent of the Purchaser. WhiteWater may use subcontractors in the fulfillment of the contract.
- b. The Purchaser may not assign the contract without the written consent of WhiteWater.

17. Independent Contractor

WhiteWater shall at all times be an independent contractor in performing its obligations pursuant to this Contract. Nothing contained in this Contract shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

18. Taxes

Unless otherwise contemplated in the Specific Terms and Conditions, all payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees

and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Purchaser is compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.

19. Jurisdiction

This Contract shall be construed in accordance with, and will be subject to, the laws of the jurisdiction in which the project is located unless stated otherwise.

20. Language

All official WhiteWater's communications, contractual documents and project documentation will be issued in English which will be considered the language of the contract. Any translation/interpretation of project documentation will be the sole responsibility of the Purchaser, unless otherwise stated in this Contract.

21. Electronic Delivery

This Contract may be executed and delivered in one or more counterparts and by facsimile, electronic means or otherwise, each of which when executed and delivered will be deemed an original, and all of which will constitute one and the same document. Facsimile signatures shall be deemed to be original signatures.

22. Project Images

Purchaser shall grant WhiteWater the right to use video, picture or other representation of the equipment and its surrounding in the possession of Purchaser and Purchaser agrees to provide such from time to time upon reasonable request by WhiteWater. WhiteWater may also acknowledge Purchaser in any promotional material utilizing video, picture or print material that depicts the Attraction, including limited use of Purchaser's trademarks, trade name and trade dress or Purchaser's guests' likeness.

END OF SECTION

Execution and Acceptance

This contract is made on the latest date of signing by both parties. By execution of this document, the SELLER and the PURCHASER have reviewed and agree to all terms and conditions, including Appendices referenced and attached that are made part of this contract. The parties acknowledge that these documents unless otherwise expressed herein represents the full extent of the agreement.

SELLER: WHITEWATER WEST INDUSTRIES LTD.

SIGNATURE

NAME

TITLE

DATE

PURCHASER:

SIGNATURE

NAME

TITLE

DATE

Appendix 1 Detailed Design & Engineering Services - Specifications

| Design (Engineering) Services | Seller | Purchaser | Reference |
|--|--------|-----------|-----------|
| Product Configuration | ■ | | SPEC-DS |
| Above grade start towers | ■ | | SPEC-DS |
| Local Engineering Overseal | ■ | | SPEC-DS |
| Site Specific Information | | ■ | PRD |
| Permits | | ■ | PRD |
| Detail design of electrical, pools and/or pool mechanicals | | ■ | |

DS

SPEC-DS Specification – Design Services

In consultation with the Purchaser, design consultants and general contractors as required, WhiteWater agrees to provide digital copies of engineering drawings as follows¹:

1. Product Configuration
 - 1.1 Waterslides & Wet Interactive Play (AquaPlay)
 - 1.1.1 Slide path design showing fiberglass waterslide parts, x, y, and z coordinates, and grades.
 - 1.1.2 Structural support system for fiberglass waterslide (columns, arms & yokes).
 - 1.1.3 Emergency egress towers, platforms and stairways, including detailed framing and connections (when applicable).
 - 1.1.4 Start Towers, platforms and stairways, including detailed framing and connections (if applicable).
 - 1.1.5 Foundation design² for slide supports, towers and play structures.
 - 1.1.6 High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.
 - 1.1.7 Design of concrete shutdown lane slabs (when applicable).
 - 1.1.8 Basic design of pool geometry, inclusive of minimum required shape and depths (when applicable).
 - 1.1.9 Electrical schematics for all in-ride electrical power and control systems (when applicable).
 - 1.1.10 All PLC programming for the ride safety systems (when applicable).
 - 1.1.11 Assembly drawings for fiberglass waterslide, steel supports and towers (if applicable).
 - 1.1.12 Layout plans showing all critical dimensional requirements for the pool or slab. (Interactive Play structures only)

¹WhiteWater will provide a subset of the documents listed to support Purchaser's submissions for permits and licenses required by the local jurisdiction. Documents will be provided in advance if required by schedule.

²WWI engineering scope for foundation design is limited to subsurface soil conditions that can satisfactorily allow the use of conventional concrete footings. Supporting grades

and site preparation shall be capable of providing an allowable bearing pressure of at least 1500 psf (75kPa). Should local subsurface condition require deep foundations (e.g. piling, caissons), the foundations shall be designed by an engineer engaged by the Purchaser to the forces provided by WWI Engineering and the parameters presented in the geotechnical report.

2. Overseal

2.1 To hire a professional engineer licensed in the jurisdiction of the project to review the drawing and calculation package and provide overseal.

PRD Purchaser Requirements – Design & Engineering (PRD)

The Purchaser hereby commits to provide WhiteWater the following information or approvals in English language, and is responsible for the accuracy of the information provided:

Plans and Survey

General

The Purchaser agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Purchaser warrants that the site survey plans provided to WhiteWater are accurate in all material respects. The site survey plans will be provided in CAD format. 3D CAD is required for retrofit, expansion or indoor projects, 2D CAD is sufficient for outdoor projects with no existing infrastructure. The following details are required:

Defined elevations

1. Site coordinate system, including global origin point
2. Site boundaries and limiting envelopes
3. Existing or planned utilities and easements that need to be considered during the design phase
4. Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment.

For all indoor projects, the following additional information is required:

1. Building plans with elevations and cross sections in 3D CAD and PDF
2. Architectural, structural and HVAC drawings in plan, elevations and cross sections views at WhiteWater product interfaces
3. Foundation and roof design in area(s) where WhiteWater attractions are located

For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required:

1. Final pool plan (where applicable)
 - a. Deck plan and elevations
 - b. Water levels
 - c. Pool wall cross sections at WhiteWater product interfaces
2. Design check of structures designed by others, such as buildings or roof trusses, that are used to support any WhiteWater equipment.
3. When WhiteWater is replacing fiberglass on an existing waterslide structure, WhiteWater requires that design information be provided so a design check can be performed.

For all projects that include AquaPlay products in WhiteWater's scope of supply, the following additional information is required:

1. Pool layout including contours, cross section and flat area under the WhiteWater supplied equipment

Geotechnical & Climatic

The Purchaser is responsible to provide

1. Soils testing and a geotechnical report for the purpose of foundation design.
2. All climatic information necessary to perform detailed design for the equipment supply included in this contract. This includes seismic, wind and snow loading information.

Building Permits and Licenses

1. All submissions to secure building permits and licenses are the responsibility of the Purchaser.
2. The Purchaser shall obtain all building permits and licenses to allow WhiteWater to complete its obligations, including, without limitation, any obligation to install the equipment.

Appendix 2 Equipment Supply Services - Specifications

| Equipment Supply—AquaPlay™ | Seller | Client | Reference |
|---|--------|--------|-----------|
| Fiberglass waterslides | ■ | | AP |
| AquaPlay™ structure | ■ | | AP |
| Life Floor with Installation | ■ | | LF |
| Safety signage | | ■ | |
| Foundation embed items—anchor bolts | ■ | | |
| Foundation embed items—reinforcing steel | | ■ | |
| Pool Mechanical—pumps, valves, piping, filters, fittings etc. | | ■ | |
| Slide mechanical—pumps, valves, piping, fittings etc. | | ■ | |
| Electrical | | ■ | |

AP

SPEC-AP Specification—AquaPlay™

AquaPlay™ products are suitable for installation in aquatic facilities and public play areas. The product is specifically designed for use by children and adults and is to be manufactured by an aquatic play design and engineering company with at least ten years' experience.

1. Description:
 - 1.1 AquaPlay™ is a multi-level aquatic play structure that includes Standpipes, Cross Pipes, Guardrails Interactive water features, passive water features, Roof/Shade components and/or a Tipping Bucket. The structural members of the AquaPlay™ products are water conveying for a highly interactive experience for all play types.
 - 1.2 The proposed AP structure is a designed model from our product library. AquaPlay models include and/or consider the following: Fixed layout of standpipes, location of stub ups, slides in configuration of already designed model, layout of Interactive Toys, Tipping Bucket, and Foundation Requirements per model. Any deviation from the Product outlined above, or from the requirements listed in section 7. *Product Requirements* will result in additional engineering time, impact schedule, and may result in a subsequent impact on price.
2. Product Category
 - 2.1 AMUSEMENT PARK STRUCTURES AND EQUIPMENT
 - 2.2 WATER SLIDES
 - 2.3 AQUATIC PARK FACILITIES
3. References (Standard Compliance)
 - 3.1 ASTM International Standards
 - 3.1.1 ASTM F2461 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Aquatic Play Equipment.
 - 3.1.2 ASTM 1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
 - 3.2 European Standards
 - 3.2.1 EN 1176 Playground Equipment and Surfacing – Part 1 – General Safety Requirement.
 - 3.2.2 EN 1069-1 Water Slides Safety Requirements and Test Methods.
 - 3.2.3 EN13451-3:2011+A3:2016 Swimming Pool Equipment. Additional specific safety requirements and test methods for inlets and outlets and water/air-based water leisure features.
 - 3.3 Chinese Standards
 - 3.3.1 GB18168 Specification for Water Amusement Equipment Category (PRC National Standard).
 - 3.4 Australian Standards

- 3.4.1 AS 4685 Playground Equipment and Surfacing.
4. Quality Management System

All suppliers are expected to perform work under a quality management system that conforms with the requirements of ISO 9001, as evidenced by and subject to review of one or more of the following:

 - a. Certification to ISO 9001
 - b. Quality manual and other pertinent documented information
 - c. Control of business processes and sub-suppliers focused on conformity of products & services
Reference document - [MAN0001003 WWI Supplier Quality Manual](#)

 5. Product Delivery, Storage and Handling
 - 5.1 All AquaPlay™ product and associated equipment must be properly packaged and secured per packaging requirements while in transport to project site. Proper care should be given during loading and unloading of the product with photo documentation upon loading and securing material in place within the transportation vehicle.
 - 5.2 At the site, the AquaPlay™ products and associated equipment are to be stored in safe, dry and free from exposure to abrasive surfaces in a secure location to prevent from harm or theft of the equipment.

 6. Materials
 - 6.1 Structural Frame:
 - 6.1.1 The Unit shall be designed to accommodate loads on deck areas for 100 pounds per square foot vertical live load and ASTM F2461 and for 100 mph wind load in accordance with good design practice.
 - 6.1.2 Materials: All steel is new and conforms to ASTM designation as per the design drawings. Main piping of the structure is minimum schedule 40 steel pipe, or as per design drawings or equivalent substitution material.
 - 6.1.3 Fabrication: All steel is fabricated in certified shops under Canadian Welding Bureau standard 2.1, CSA W47.1. or American Welding Standards
 - 6.1.4 Finish: All steel is provided hot dipped galvanized as per ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coating on Iron and Steel products in accordance with ASTM385/A385M Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip), and shop painted per section 11 below.
 - 6.1.5 Level of Fabrication: All steel is provided for bolt-up assembly. All fasteners conform to ASTM F593/F594, F879, and A325 or as per design drawings. and are supplied.
 - 6.1.6 All parts not required to be structural may be fabricated from material as specified per design drawings
 - 6.2 Anchor bolts & embedded parts:
 - 6.2.1 All anchor bolts complete with templates, washers and nuts are provided except where specifies otherwise. Concrete imbed plates are included if required.
 - 6.3 Manifold System
 - 6.3.1 The play system has an integrated manifold system for regulating the water flows and pressures to the water effects. The manifold is constructed of PVC, steel or fiberglass and utilizes suitable valves, or material as per design drawings
 - 6.3.2 The manifold system is accessible for adjustment and each valve will be permanently labeled as to the location it controls.
 - 6.4 Hardware
 - 6.4.1 Primary structural fasteners (bolts, nuts, washers and screws) are stainless steel or galvanized. Secondary fasteners are stainless steel where required (slides and skirting). Unfinished plain steel hardware is not permitted for use.
 - 6.5 Fiberglass Decks and Stairs
 - 6.5.1 All fiberglass decks and stairs are shall have non-slip finish on exposed traffic surfaces. All corners are rounded with no exposed square edges allowed. Each Deck component is structurally capable of supporting a minimum load of 489 kg/m² (100 lb./ft²).
 - 6.6 Slides
 - 6.6.1 Fiberglass Slides are high quality fiberglass according to Whitewater's specifications. The Waterslides will be manufactured in accordance with ISO 9001 Quality Assurance Standards. Body of flume is a minimum 3/16" thickness. Joint flanges are a minimum ¼" thick. Premium quality isophthalic resins are used throughout. Interior of waterslide has a minimum .020

- inches thick gelcoat. Exterior of slides are protected by a flood coat of gelcoat or urethane coating.
- 6.6.2 Drilling: All flanges are pre-drilled.
 - 6.6.3 Fasteners: All fasteners as required for flume to flume connections. Fasteners are stainless steel type 304.
 - 6.6.4 Caulking: All caulking necessary for flume to flume connections. Caulking is a polyurethane "Sikaflex 201", brand or equivalent.
- 6.7 Crawl Tunnels (if applicable)
- 6.7.1 The tunnel body is minimum 610 mm (24") diameter, fabricated from fiberglass or molded polyethylene.
- 6.8 Side Panels
- 6.8.1 All areas below platforms and stairs less than 1.8 m (6') high are blocked off from the public access with solid panels or Netting. All panels are finished with ultra-violet resistant finish.
- 6.9 Valves
- 6.9.1 Main operating valves: All Butterfly valves are of stainless steel and EPDM seat.
 - 6.9.2 Wheels have a soft surface finish.
 - 6.9.3 All Ball Valves are PVC, Steel or Equal.
 - 6.9.4 All rope pull operated valves are self-closing with stainless steel or brass bodies and/or operating parts. The valves as well as the supply pipes are capable to withstanding a 79 kg (175 lb) live load.
- 6.10 Water Guns
- 6.10.1 All water guns are manufactured with trigger or handle operated mechanisms to control water flow. This mechanism is enclosed within galvanized steel body.
 - 6.10.2 The water gun is mounted on a base that will allow the gun to be aimed by the user. The water gun is mounted so that the gun discharge is at minimum 1.8 m (6') from ground level.
- 6.11 Finishing
- 6.11.1 All exposed galvanized metal and exterior PVC components are first prepped then primed with two coats of catalyzed epoxy primer then painted with two coats of catalyzed polyurethane topcoat that is chemical and ultraviolet resistant. This topcoat provides a high gloss finish that is extremely hard and damage resistant. FRP components may alternately use High Quality Gelcoat.
 - 6.11.2 Touchup: Touch up finish paint (if applicable) and touch up paint for cold galvanizing is provided. All repairs to galvanized surface shall be carried out in accordance with ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
7. Product Requirement
- 7.1.1 The customer is to provide elevation surveys for sloped areas or areas not at a constant elevation.
 - 7.1.2 Water depth is typical 0" – 12" with a maximum of 12"
 - 7.1.3 Safety clearance around the perimeter of the AquaPlay™ product must be 6' or greater, matching the safety zone shown in the plan drawing, per ASTM requirements.
 - 7.1.4 The surface areas of concrete slab under the footprints of AquaPlay standpipes escutcheon cap, column base plates, slide supports, and shutdown lanes shall be flat, levelled, and at constant elevation for the installation and function of the WWI components. Regions outside the specified areas can be contoured, with maximum 2% slope, to drain as required by the pool design and the local codes or standards. Trenches, pits, abrupt elevation changes, etc., in concrete slab shall be positioned away from WWI components to avoid supporting zone encroachment. For planning purpose, the extents of supporting zone shall be at least two times of the slab thickness from the edge of the WWI component's footprint unless otherwise stated on WWI drawings. Note: drawing shall be provided as part of the contract that specifies these areas.
 - 7.1.5 Requirements to thickness and details of the reinforced concrete slab supporting the structure shall be confirmed with the construction drawings issued by WWI. For new concrete slab, concrete material shall possess minimum 28-days compressive strength of 30 MPa (4.35 ksi), and reinforcing steel shall be deformed rebar with minimum yield strength of 400 MPa (60 ksi). For preliminary planning purpose, minimum thickness of the concrete slab shall be 200 mm (8") inches for models AP50 through AP300, 200 mm (8") for models AP350 through AP750 and shall be 250 mm (10") for models AP1050 or larger.
 - 7.1.6 Slab-on-grade supporting the structure shall be constructed over compacted sub-base soil (or fill) with minimum net allowable bearing capacity of 95 kPa (2000 psf). Settlement of slab

at any location shall not exceed 25 mm (1 inch), and differential settlement between any two locations shall not exceed 1:500 (vertical: horizontal). The client shall retain a geotechnical engineer to design, to review, and to approve the sub-base preparation. Frost-protection to slab-on-grade shall be the responsibility of the client's engineers.

- 7.1.7 Suspended supporting structures shall be designed by the client's structural engineer with the layout and loadings of the structure provided by Whitewater West Industries.
- 7.1.8 Safety clearance around the perimeter of the AquaPlay must be 6' or greater, matching the safety zone shown in the plan drawing, as per ASTM requirements.
- 7.1.9 Water depth up to 12" max in the areas detailed by WWI, this is in the minimum recommended reinforced flat slab
- 7.1.10 Theming must follow the approved layout represented in the thematic rendering of the AquaPlay model or the theme map provided. Any deviation will be considered a custom structure unless otherwise approved.
- 7.1.11 Use of RAL paint colors as per color guide
- 7.1.12 The AquaPlay structure is not intended to be used as a "building" for shelter or long-term occupancy. It shall be designed to withstand its self-weight, imposed live load from patrons, climatic loads, and seismic effects as required by the latest standard and the relevant Structural Design Codes applicable at the project site location; whichever is more stringent. The design will be conducted in general accordance with acceptable design practices for the principles of life safety under severe natural events.
 - i. Typical AquaPlay models are designed up to basic snow load of 10 psf (0.5 kPa), the basic design wind speed shall be in accordance with the wind speed specified by the local building code, in the absence of a specified local building code, basic design wind speed shall be 130 mph (58 m/s) [3-second peak gust], or quasi-static lateral earthquake force of 60% seismic weight as per ASCE 7 16 If any of these criteria is exceeded, custom design of the AquaPlay unit would be required.
 - ii. Geographic exclusions for typical AquaPlay models include but are not limited to the following regions: West Coast of North America, Florida, Arctic Circle region, West Coast of South America, Hawaiian Islands, Mariana Islands, Caribbean Countries, Madagascar, Sri Lanka, Iran, Pakistan, Bangladesh, Myanmar (Burma), Fiji, Philippines, Indonesia, Taiwan, Japan, Korea, New Zealand, and all coastal regions. In the regions of exclusion outside Canada and USA, official site specific climatic and seismic data shall be provided to WWI for structural review. Note: The customer is to provide elevation surveys for sloped areas or areas not at a constant elevation.

8. Manufacturer

- 8.1 The contractor shall install the following AquaPlay™ products as intended by the manufacturer Whitewater West Industries. 180-6651 Fraserwood Pl, Richmond, British Columbia, Canada V6W 1J3. (604) 273 1068. www.whitewaterwest.com

LF

SPEC-LF Specification – Life Floor™

Life Floor is a closed cell foam-rubber tile specifically engineered for use in aquatic environments. It is a modular safety surface that provides traction and cushioning to prevent slip-and-fall and abrasion injuries. Life Floor is installed on stairs, platforms, pool decks, splash pads, zero depth entries, restroom facilities, and underneath structures to enhance the safety and overall aesthetic appearance of any area where it is installed.

- 1. system description
 - 1.1 Material:
Life Floor™ is a factory-molded surface composed of EVAtrax™, an ethyl vinyl acetate copolymer.
 - 1.2 Thickness and Weight:
3/8" standard: 2lb or 0.9kg; 7/8": 4.4lbs or 2kg
 - 1.3 Shock Attenuation (ASTM F1292) – 3/8" meets 1' critical fall height; 7/8" meets 4' critical fall height;
1 1/4" meets 6' critical fall height
 - 1.4 Gmax - Less than 200.
 - 1.5 Head Injury Criteria - Less than 1000.
 - 1.6 Flammability (ASTM E648) – Class 1

- 1.7 Toxic Characteristic Leaching Procedure (TCLP) (RCRA) by Method 3010 – Pass.
2. delivery, storage & handling
 - 2.1 General: Comply with Division 1 Product Requirement Section.
 - 2.2 **Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.**
 - 2.3 Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 20 degrees F (-7 degrees C) and a maximum temperature of 100 degrees F (38 degrees C).
3. project/site conditions
 - 3.1 Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in rain.
4. warranty

WhiteWater shall transfer directly to the Buyer the warranty provided by our exclusive manufacturer LifeFloor.

 - 4.1 Warranty Period:
 - 4.1.1 Life Floor warrants all 7/8" and 3/8" thick Life Floor for a term of five (5) years from the date of delivery except as below.
 - 4.1.2 Life Floor warrants all 3/16" thick Life Floor tiles for a term of three (3) years from the date of delivery except as below.
 - 4.1.3 Life Floor warrants all above Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products.
 - 4.2 Limitation of Warranty:

Warranty does not cover color changes of any kind.
 - 4.3 Limitations to the warranty period include areas of extreme traffic, very high/extreme UV exposure, and extreme chemical exposure.
 - 4.3.1 Extreme traffic defined by areas with annual traffic of 250,000 users or greater.
 - 4.3.2 "Extreme" or "Very High" UV exposure as defined by the World Health Organization is more than 90 days of daytime in the "extreme" or "very high" category with a UV Index of 10 or higher within a 365 day period.
 - 4.4 Installation Warranty is one (1) year from the date of completion.
5. Preliminary works and installation: The Preparation Procedures and application to be carried out as per **Manufacturer's Instructions and under appropriate atmospheric and working conditions (no dust, sand, etc.)**. Verify that the substrate was allowed to cure (meaning chemically neutral, not only dry) as per **Manufacturer's Instruction**. **The area has to be secured and / or fenced day and night to avoid walking across the surface before it is cured.** Surrounding areas to be protected against stains from binder or material mix. Minimum of 72 hours curing before use with chlorinated water. (subject to atmospheric conditions)
6. Installation to be carried out and supervised by factory trained staff / contractor only.
 - 6.1 The areas to be included: the floor areas around and under the multi-level play structure identified on the submitted drawing.
 - 6.2 Installation to include cleaning, rolling to ensure proper tile adhesion, and final quality control **check of new Life Floor™ tile installation with site Supervisor.**
7. Resurfacing Conditions:
 - 7.1 Site and Material Condition: Indoor Installation
 - 7.1.1 Approved Interior Substrates: Properly prepared concrete (on-grade, below-grade, or above-grade, APA underlayment, metal, cementitious terrazzo, and ceramic floors;
 - 7.1.2 Maintain a consistent temperature of room, subfloor, tile, and adhesive for at least 24 hours prior to installation and 24 hours after installation. Ideal temperatures are a min. of 65 degrees F, and max. of 85 degrees F.
 - 7.1.3 Allow tile to acclimate to temperature for 24 hours prior to installation.
 - 7.2 Site and Material Condition: Outdoor Installation
 - 7.2.1 Approved Exterior Substrates: Properly prepared concrete (on-grade, below-grade, above-grade).
 - 7.2.2 Store Life Floor™ tiles in a cool, dry location out of direct sunlight and moisture.

- 7.2.3 Avoid installing tiles during significant changes in temperature (more than 20 degrees F in 8 hours).
- 7.2.4 Protect the installation from rain. If this is not possible, the tiles should NOT be installed at this time.
- 7.3 Surface Preparation:
- 7.3.1 Ensure that the concrete, metal, wood, tile, or fiberglass substrate is level or uniformly sloped since surface variations will be telegraphed through to the rubber tile surface.
- 7.4 Concrete Requirements:
- 7.4.1 Concrete must conform to ACI 302 standards, be dry, fully cured (28 days), a minimum density of 100 lbs per ft³ as well as having a compressive strength greater than 3000 psi for residential installations and 4350 psi for commercial installations.
- 7.4.2 The substrate must be dry, structurally sound, and dimensionally stable. It should be free of any substance or condition that may reduce or prevent the adhesive bond to substrate. This includes, but is not limited to, concrete sealers, curing agents, dirt, wax, tar, paint, and loose toppings. If present, these agents must be mechanically removed. The use of solvents (with the exception of acetone), adhesive remover or acid etching is not recommended.
- 7.4.3 Concrete porosity should be noted. It is always a good practice to perform bond tests before large scale installations. Excessively absorbent (porous) or rough concrete surfaces can cause an increase in adhesive usage. Surface grinding can be used to smooth an excessively porous or rough surface.
- 7.4.4 New concrete surfaces prepared for Life Floor should have a troweled smooth finish to be diamond ground before install. If needed mechanical shot-blasting can be used to roughen an excessively smooth surface. Overtroweled slabs are not acceptable.
- 7.4.5 Substrate should be sloped properly towards drains to allow for proper drainage. Refer to the Model Aquatic Health Code (MAHC) for sloping requirements for your application and facility.
- 7.4.6 Concrete surface prep: Remove protrusions, bumps and ridges by grinding or chipping. Repair, fill & level cracks, holes, depressions, rough or chipped areas of substrate. Slab to have a light broom finish (hand troweled finish, or power finish. Not a burned power, troweled finish) when tile is installed.
- 7.4.7 If planning on recessing slabs to accommodate for the 3/8" tile depth, then you should target a 1/4" max recess. This will help avoid raised drains, floor jets, and adjacent surfaces once Life Floor is installed. On-site installers can grind concrete down around these areas to balance out the height if needed, but raising the level of the concrete is more costly.
- Note: A high alkali slab (with a 10 to 14 ph) can signify a moisture problem. If a ph problem is found, the slab should be tested for moisture.
- 7.5 Floor Preparation:
- 7.5.1 The substrate needs to be cleaned from all dirt and debris.
- 7.5.2 The substrate needs to be dry with a relative humidity of less than 90 %. Note: A high alkali slab (with a 10 to 14 ph) can signify a moisture problem. If a ph problem is found, the slab should be tested for moisture.
- 7.5.3 The substrate must be well intact (ie: not crumbling or chipping up). If the substrate is not intact then grinding or skim coating the floor may be required.
- 7.5.4 The substrate should be relatively smooth. A light broom finish surface is ideal. Very rough surfaces with high and low areas may not allow for enough surface area to come in contact with the substrate and could negatively affect the adhesion.
- 7.5.5 Ensure the substrate properly drains
- 7.5.6 Failure to properly prepare the substrate will affect the adhesion and may result in installation failure.
- 7.6 Includes:
- Weather permitting; project to be completed in approximately (*To Be Determined <estimated 550 hours>*) weeks when the attraction is out of operation utilizing a 7-day work week.

TO BE PROVIDED BY OTHERS/EXCLUSIONS

- a. Modifications if any to the pool.
- b. Temporary utilities. Fresh water supply for our use within 30 yards of waterslide work area. Dumpster.
- c. Special inspections, notices, steel fabrication inspections, concrete/steel material testing, soils testing.

- d. To perform submissions to building authorities and obtain necessary building permits.
- e. To obtain all licenses, permits and bonding, if required and make all submissions as required by local authorities.
- f. To provide all 3rd party inspections as required by local authorities.
- g. It is understood that sufficient resources and access will be supplied to WhiteWater to complete the work in the specified duration.
- h. To provide continuous access for workers for the duration of the term of the contract, and if technicians or work crews must make additional trips due to unforeseen delays the costs for return trips are reimbursable at actual cost.
- i. To provide pool, slide and play structure water drainage as required for continuous work flow.
- j. Where a specific number of days are provided for in a quotation, it is assumed to include for two days of travel so actual on-site days will be adjusted accordingly.
- k. To provide 240 x 60 amps and 120 x 30 amp electrical supplies at convenient locations within 100 ft. of work area throughout the job site to enable crews to perform the work.
- l. To provide adequate access to the site and locations of actual work for trucks, cranes, forklifts man lifts, scaffold and other equipment necessary to perform the work.
- m. To provide adequate area for equipment and for storage of the equipment, convenient to the site and close to the final position of the equipment.
- n. To provide adequate protection for the equipment against paint over-spray, debris, concrete spatter or misuse by other trades during the completion of the project.
- o. To provide adequate security to protect the construction materials, tools and equipment during the project.
- p. Dispose of all waste materials.
- q. The owner agrees to grant additional time to the schedule at no cost to WhiteWater for delays due to inclement weather, equipment malfunctions, shipping delays or other schedule impacts beyond the control of WhiteWater or the owner.
- r. Purchaser agrees to allow WhiteWater to utilize photos and statements to promote and market at its discretion
- s. Any other **expenses not specifically defined in WhiteWater's obligations.**
- t. Substrate repairs and leveling is NOT included; if required, Change Work Order will be issued.
- u. Whitewater shall not be held responsible for any damage to underground services that have not been identified prior to works commencement.
- v. Any costs associated with locating, removing or rerouting any existing services.

NOTE: It is agreed that WhiteWater West Ind. shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that WhiteWater West Ind. will be reimbursed in full for all costs associated with any delays. These reimbursable include, but are not limited to, re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contracts.

Appendix 3 On-Site Services - Specifications

| On-Site Services | Seller | Purchaser | Reference |
|--|--------|-----------|-----------|
| Installation of WhiteWater supplied equipment | | ■ | |
| Installation Advisory Services of WhiteWater designed equipment | ■ | | IAS |
| Items that are the responsibility of the Purchaser or their Agents | | ■ | PRC |
| Commissioning services | ■ | | CS |

IAS

SPEC-IAS Specification – Installation Advisory Service

WhiteWater agrees to provide one (1) Install Advisor to advise others in the installation of the WhiteWater supplied equipment, as follows:

1. To ensure the work will be performed in accordance with WhiteWater's engineering drawings and specifications
2. Follow commonly accepted principles of good workmanship
3. Providing an initial inventory of all WhiteWater supplied materials delivered to the site
4. Advising the client's installation contractor on best installation practices specific to our supplied products
5. Advise the owner if the equipment is not being installed as per WhiteWater's engineering drawings and specifications and industry standards
6. Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule
7. Advise the installation contractor on the sequencing of work to ensure the most expeditious install of materials
8. Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between owner and WhiteWater
9. The following conditions apply to the specified duration of man days included in the contract:
 - 9.1 Duration is based on a seven-day work week and continuous work on site. If there are any "down days" where they are prevented from accessing the project site or if there is no installation crew available on certain days, these "down days" will be counted as part of the specified duration.
 - 9.2 In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.
 - 9.3 If the Installation Advisory Service extends past the specified duration for any reason outside of the control of WhiteWater, the Purchaser shall reimburse WhiteWater at a specified daily rate of \$1000 USD/day, plus actual expenses (local transportation, lodging, meals).
 - 9.4 If the Install Advisor must leave the project site for reasons caused by the Purchaser or others, then all costs for return trips are reimbursable by the Purchaser.
10. To provide and pay for travel to the project site, local travel, lodging and meals for the Installation Advisor for the duration specified herein.

The Purchaser agrees to provide to WhiteWater at its own cost, the following:

1. Labour, materials, and equipment required to complete the installation of WhiteWater supplied equipment. It is understood that sufficient qualified resources will be supplied to complete the work within the specified duration of the Installation Advisory Services.
2. A qualified foreman responsible for providing the means and methods of assembling complex steel and fiberglass structures and directing the crew.

PRC Purchaser Requirements – Construction (PRC)

The Purchaser agrees to provide at its own cost, the following (but not limited to):

1. Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment.
2. All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor.
3. Building and sealing of building wall penetrations or enclosures, if required.
4. All slabs on grade for shutdown lanes and / or pool decks.
5. **Detailed design and construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc.**
6. The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed.
7. All concrete work on tower platforms, stairways and walkways
8. Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.
9. Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel or tower steel.
10. Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment.
11. Adequate water and electrical supplied within reasonable access to the work area for construction activities.
12. Adequate toilet facilities within reasonable access to the work area.
13. Adequate waste disposal containers.
14. All buildings, mechanical rooms, change rooms etc. as required for the project.
15. Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.
16. Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing.
17. Any other expenses not specifically defined in WhiteWater's obligations.

CS SPEC-CS Specification – Commissioning Services

WhiteWater agrees to:

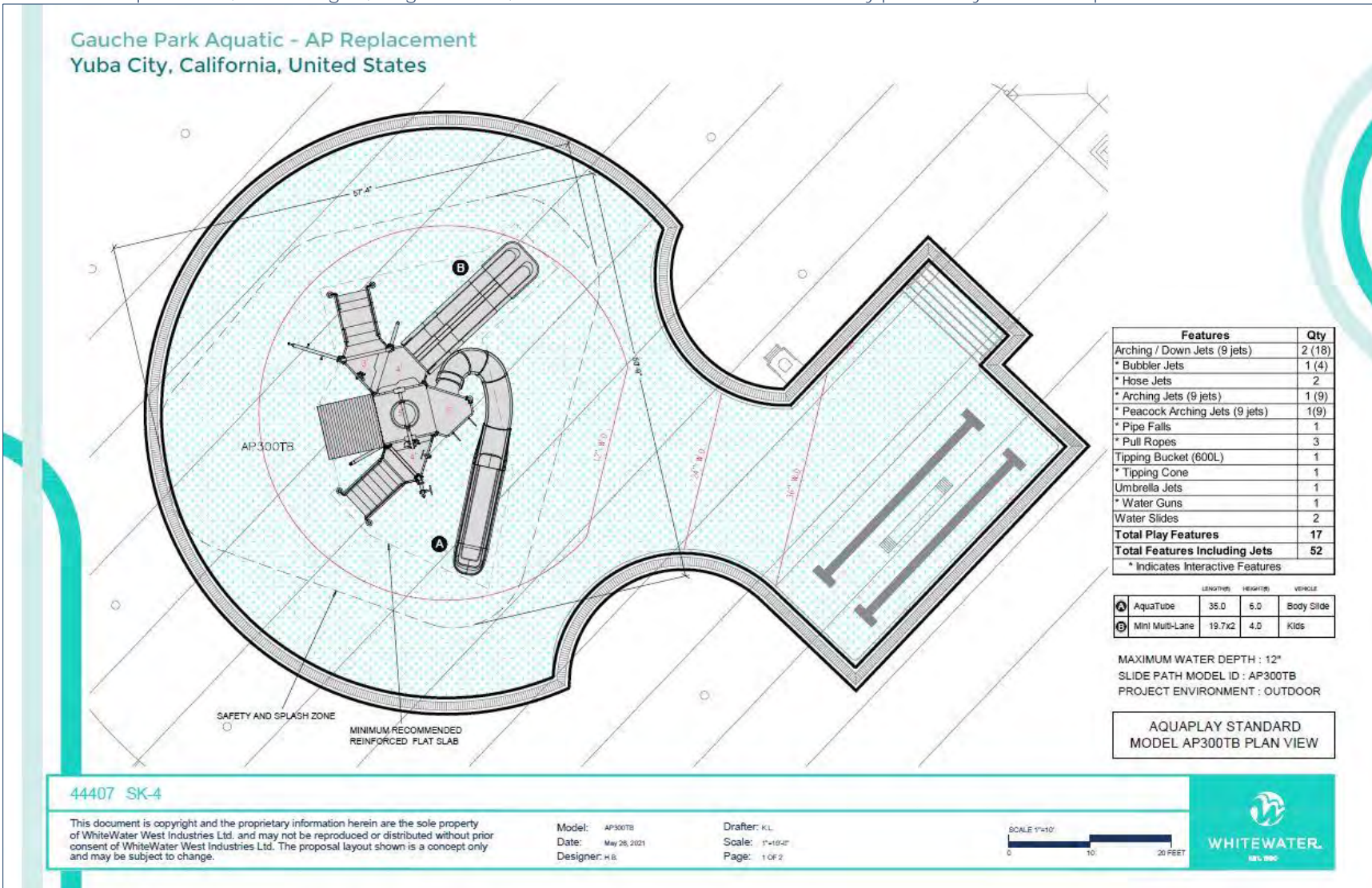
1. Test the WhiteWater supplied equipment.
2. Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.
3. Provide basic training for operation and maintenance of WhiteWater supplied equipment.

The Purchaser agrees that:

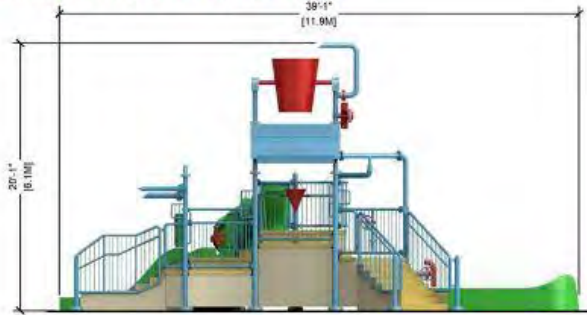
1. All mechanical systems and structures required to operate the ride will be complete
2. All electrical systems required to power and control the ride will be operable
3. At its expense, purchaser will make available in advance of testing, filtered and treated water compliant to NSPI industry standard (3 PPM chlorine levels) and following the requirements in the PHTA (Pool & Hot Tub Alliance) Certified Pool Operator manual.
4. If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.

Appendix 4 Indicative Preliminary Design included

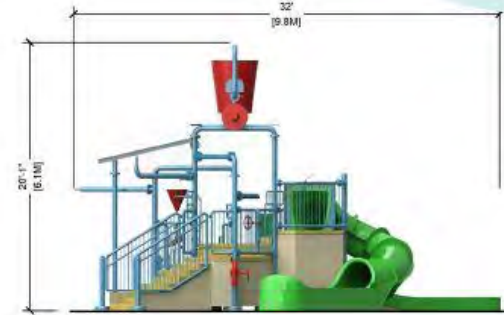
Indicative Preliminary Design is a compilation of drawings, specifications and notes intended to provide the Owner with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.



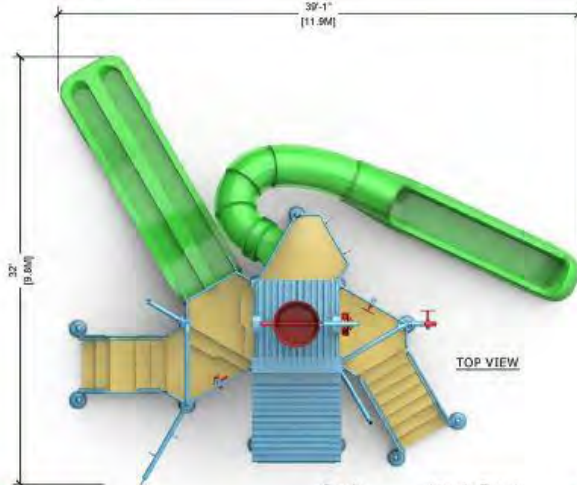
Gauche Park Aquatic - AP Replacement Yuba City, California, United States



FRONT VIEW



SIDE VIEW



TOP VIEW



ISO VIEW

| | | |
|--|---|---|
| Capacity  140 Instantaneous | Interactive Elements  53 | Footprint  1,320 ft ² 119.79 m ² |
|--|---|---|

| Pump Number | Pump Requirement | Suction | Discharge | Main Drain | Stub-up |
|-------------|--|----------|-----------|----------------------------------|--------------------|
| | | Pipe | Pipe | v<1.5ft/s, opening>40% | Size and Qty |
| 1 | 800 gpm (50.0 L/S) x 35 ft (10.7 m) x 10 hp (7.5 kw) | 6" (200) | 6" (150) | 18" x 18" (450 x 450) x 2 grates | 6" (150) x 1 pipes |

| Approx. Pool Area (sq. ft.) (sq. m) | Unit Size (LxWxH) (ft.) (m) | Elevated Play Area | Instantaneous Capacity | | Approx. Weight | Shipping Volume | |
|---|-----------------------------------|----------------------|------------------------|-----------|----------------|-----------------|-------------------|
| | | (sq. ft.) (sq. m) | Pool | Structure | Total | (lbs) (kg) | No. of containers |
| 2215 206 | 40 x 33 x 20 12.1 x 9.9 x 6.1 | 194 18 | 111 | 23 | 140 | 9047 4104 | 1 |

44407 SK-4

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Model: AP300TB
Date: May 26, 2021
Designer: H.B.

Drafter: K.L.
Scale:
Page: 2 OF 2

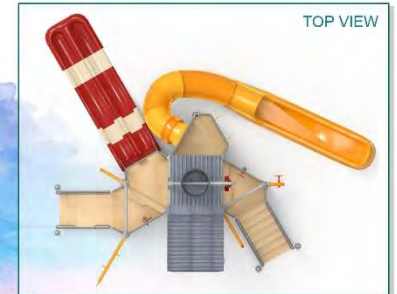


STEEL & DECK COLOURS

-  RAL 7035 Light Grey
-  RAL 9006 White Aluminium
-  RAL 1021 Colza Yellow
-  RAL 2009 Traffic Orange
-  RAL 3020 Traffic Red
-  RAL 1001 Beige
(AP STD. Decks & Stairs - Tunnel Tan)

SLIDE COLOURS

-  RAL 1021 Colza Yellow
-  RAL 1018 Zinc Yellow
-  RAL 3020 Traffic Red
-  RAL 1013 Oyster White



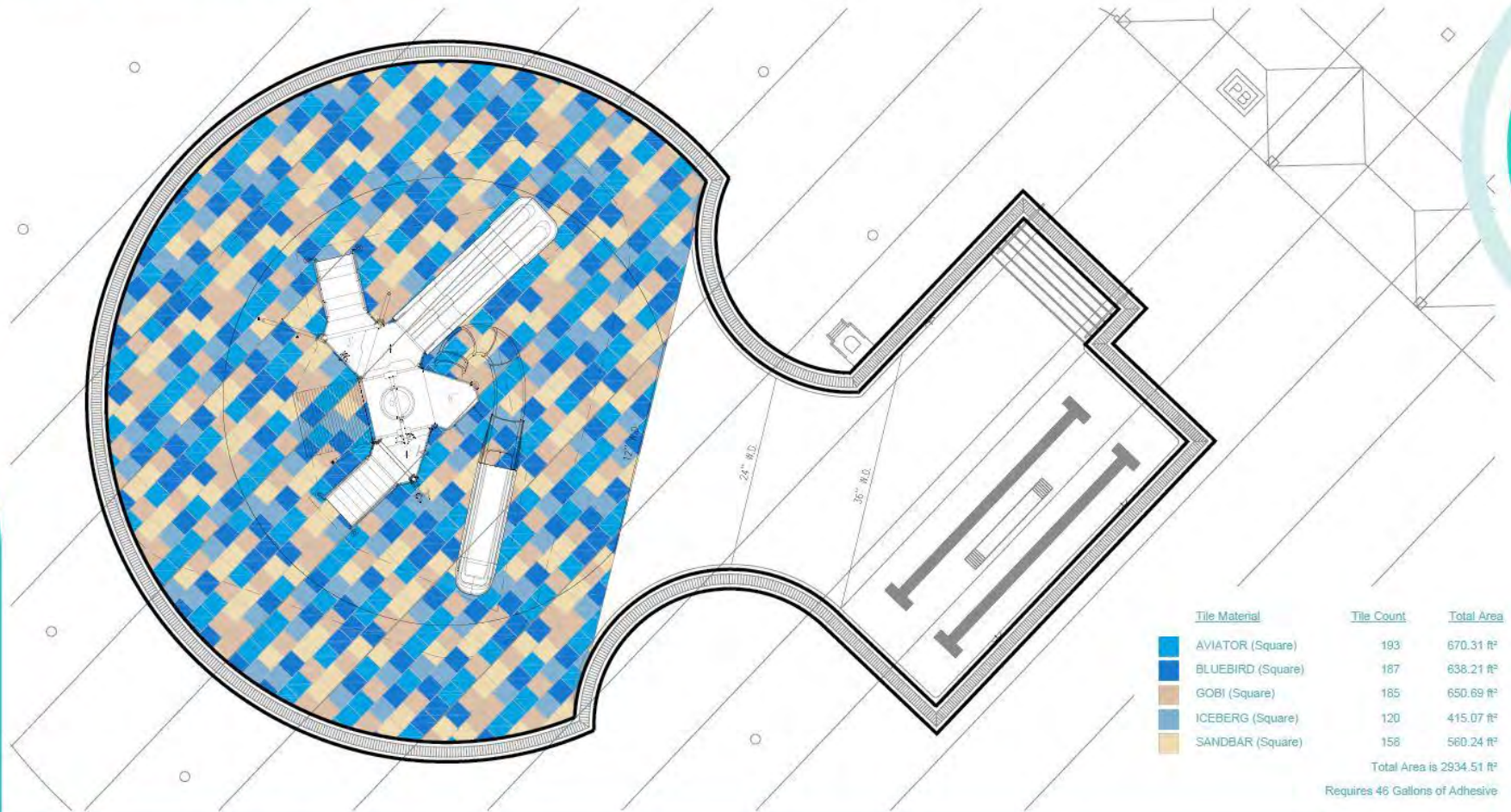
NOTE:

THEME ITEMS, ROOFS AND PLAY FEATURES SUBJECT TO CHANGE BASED ON AQUAPLAY FINAL DESIGN.

44407-5 GAUCHE PARK AQUATIC-AP REPLACEMENT OUT CALIFORNIA, USA | AP THEMING | AP300TB
DESIGNED BY: K. LEE | V-1 | FEB.03.2022



Gauche Park Aquatic - AP Replacement
Yuba City, California, United States



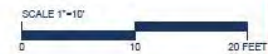
44407 SK-6B

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Model: LIFEFLOOR
Date: Feb 03, 2022
Designer: K.L.

Drafter: K.L.
Scale: 1"=10'-0"
Page: 1 OF 1

The costs for Life Floor are based on the layout and materials needed to complete this design. Changes in color, size, or layout could result in a change in cost.



Appendix 5 Preliminary Schedule

| | | | |
|----------------------------|--|---|--------------------------------|
| PROJECT NUMBER: 44407-6 | PROJECT NAME: Gauche Park Aquatic - AP Replacement | PROJECT LOCATION: Yuba City, CA, USA | BELOW INFO REQUIRED BY: TBD |
|----------------------------|--|---|--------------------------------|

The purpose of this document is to confirm the Critical Information required to start a given project is available and in the possession of WhiteWater. Project schedules and other documents are to be confirmed separately.

Purchaser's initial _____

| 1. GENERAL REQUIREMENTS (all projects) | |
|--|--|
| Item | Requirement |
| a. | Clearly Defined Scope (some examples of information needed are in bullet point below) <ul style="list-style-type: none"> ▪ Client-approved Statement of Work (what we are contractually obligated to provide/supply) ▪ Final client approved SK drawings ▪ Defined project design code(s) ▪ Defined 3rd party review (if a review is required, who will conduct it & to what standard) ▪ Defined product interfaces (underground utilities to avoid/slide penetrating wall of building) ▪ Client specific design requirements ▪ Customization requested by client |
| b. | CAD site layout with the following: <ul style="list-style-type: none"> ▪ Defined elevations ▪ Site coordinate system ▪ Site Boundaries and limiting envelopes ▪ Utilities and easements needing to be taken into account |
| c. | Geotechnical Report (soils report) |
| d. | Climatic report (seismic/wind/climate) |
| e. | Approved theming design |
| NOTES | |
| | |

| 2. PROJECTS INVOLVING POOLS | |
|-----------------------------|--|
| Item | Requirement |
| a. | Final pool plan (when pools are a part of the project) <ul style="list-style-type: none"> ▪ Deck Plan ▪ Deck elevations ▪ Water levels ▪ Pool layout ▪ Pool Wall cross sections at WWI product interfaces |

| 3. PROJECT INVOLVING AQUAPLAY | |
|-------------------------------|---|
| Item | Requirement |
| a. | Pool layout including contours, cross section and flat area under the attraction. |

Purchaser has reviewed the Work Schedule

Purchaser's initial _____

Schedule is to follow.

Appendix 6 Purchase Price Breakdown

| Pricing Table | | |
|--|------------|------------------|
| AquaPlay AP-300TB (SK-4) | | |
| DESIGN SERVICES (ENGINEERING) | AMOUNT | |
| Design | \$10,292 | |
| SUBTOTAL | | \$10,292 |
| EQUIPMENT SUPPLY | AMOUNT | |
| AquaPlay (with Theming) | \$143,025 | |
| Engineer's Design Review and Site Survey | \$16,315 | |
| Freight | \$10,111 | |
| SUBTOTAL | | \$169,451 |
| ON-SITE SERVICES | AMOUNT | |
| Installation Advisory | \$11,185 | |
| SUBTOTAL | | \$11,185 |
| Aqua Play TOTAL | | \$190,928 |
| Life Floor on AP unit with installation TOTAL | | \$9,763 |
| Life Floor under AP unit (SK-6B) with installation TOTAL | | \$105,022 |
| GRAND TOTAL | USD | \$305,713 |

*Prices above are exclusive of all sales taxes.

Appendix 7 Insurance

Commercial General Liability policy written on ISO Commercial General Liability Form CG 0001 0413 issued by Liberty Mutual Insurance Company (A rating **A.M. Best Co and Standard & Poor's**)

Policy aggregate limits.

- General Aggregate \$2,000,000
- Products and Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Damage to Rented Premises \$2,000,000
- Each Occurrence \$2,000,000
- Medical Expense Limit – Each Person \$10,000
- Medical Expense Limit – Each Accident \$25,000
- Non-Owned Automobile Liability \$2,000,000

- This policy provides coverage for loss or damage arising out of the use or operation of any automobile that is not owned or that is hired, resulting from bodily injury or property damage
- Professional services that are an integral part of other work performed by or on behalf of the Insured or are incidental to the manufacture, installation, sale, handling or distribution of the **Insured's products**.
- All entities where required by written contract with the Named Insured and to whom a certificate of insurance has been issued to are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.
- Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

Workers' compensation and Employers' Liability policy issued by Liberty Mutual Insurance Group

- Workers' Compensation Statutory limit
- Employers' Liability – Bodily Injury by Accident, Each Accident \$1,000,000
- Employers' Liability – Bodily Injury by Disease, Each Employee \$1,000,000
- Employers' Liability – Bodily Injury by Disease, Policy Limit \$1,000,000
- US Longshoreman and Harbor Workers' Compensation Act \$1,000,000
- Stop gap employers' liability in monopolistic states (ND, OH, WA and WY)
- Waiver of Subrogation where required by written contract with the Insured

Umbrella Additional aggregate limits to Commercial General Liability and Employer's Liability policies

- Aggregate \$8,000,000
- Each Occurrence \$8,000,000

Should one of the above-noted policies be cancelled before their expiry date, the insurer will endeavor to provide 30 days written notice to the certificate holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER BFL CANADA Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3 | CONTACT NAME: George Lagaditis PHONE (A/C, No, Ext): 604-678-5447 FAX (A/C, No): 604-683-9316 E-MAIL ADDRESS: glagaditis@bflcanada.ca |
| | INSURER(S) AFFORDING COVERAGE NAIC # |
| INSURED Whitewater West Industries Ltd. a/o Whitewater West Industries Inc. a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3 | INSURER A: Liberty Mutual Insurance Company |
| | INSURER B: Arch Insurance Canada Ltd. |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--------------------|------------------------------------|-------------------------|-------------------------|---|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER: | | TB1-B71-170574-011 / 1000122366-15 | 11/30/2021 | 11/30/2022 | EACH OCCURRENCE \$2,000,000 USD DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 USD PRODUCTS - COMPIOP AGG \$2,000,000 USD Non-Owned Automobile Liability \$2,000,000 USD | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | 1000047349-15 | 11/30/2021 | 11/30/2022 | EACH OCCURRENCE \$5,000,000 USD AGGREGATE \$5,000,000 USD |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Yes, describe under DESCRIPTION OF OPERATIONS below) | Y / N | N / A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Excess Liability (Per Occurrence) | | UFP 0060828-04 | 11/30/2021 | 11/30/2022 | \$3,000,000 USD Each Occurrence and in the Aggregate in Excess of the underlying Umbrella Liability Limits | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER To Whom It May Concern | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. BFL CANADA Insurance Services Inc. Per: <i>G. Lagaditis</i> |
|---|---|

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations,

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| All entities where required by contract with the Insured and to whom a certificate of insurance has been issued. | As required by written contract or written agreement |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| All entities where required by contract with the Insured and to whom a certificate of insurance has been issued. | As required by written contract or written agreement |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard",

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less,

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



Endorsement No. 36

WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY

Effective Date: 11/30/2020

Policy Number: 1000122366-14

Issued to: Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.

Issued by: Liberty Mutual Insurance Company

Broker: BFL Canada Insurance Services Inc. – Vancouver

1. Notwithstanding Condition 15. Subrogation of SECTION VIII – CONDITIONS, the Insurer waives any right of recovery that it may have against any indemnitee of the “Insured” under the terms of an “insured contract” for payments the Insurer makes for injury or damage arising out of the “Insured’s” operations or the “Insured’s work”.
2. This Endorsement only applies to a person or organization with whom/which the “Insured” has executed an “insured contract” prior to the happening of an “occurrence”.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy

Liberty Mutual Insurance Company

Endorsement No. 23

NON-OWNED AUTOMOBILE

| | |
|-----------------|--|
| Effective Date: | 11/30/2020 |
| Policy Number: | 1000122366-14 |
| Issued to: | Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd. |
| Issued by: | Liberty Mutual Insurance Company |
| Broker: | BFL Canada Insurance Services Inc. – Vancouver |

This policy provides coverage for loss or damage arising out of the use or operation of any “automobile” not owned in whole or in part by or licensed in the name of the “Insured”, and resulting from “bodily injury” or “property damage” provided always that the Insurer will not be liable:

- (a) for any liability which arises out of the use or operation of any “automobile” while personally driven by the “Insured” if the “Insured” is an individual, or
- (b) *for liability imposed upon or assumed by the “Insured” under any Worker’s Compensation Statute or for assessment by any Worker’s Compensation Board, except, claims arising out of the liability imposed upon the “Insured” at common law as extended by statute for injuries to employees of the “Insured”. This exclusion shall not apply to claims arising out of any liability assumed by the “Insured” under contract;
*not applicable in the province of Ontario.
- (c) for loss or damage to property carried in or upon an “automobile” personally driven by any “Insured” or to any property owned or rented by, or in the care, custody or control of any such person; or
- (d) for any amount in excess of the Limit of Liability stated in the Declarations and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance part) relating to the Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF THE INSURER

It is agreed that the Insurer will:

- (i) be liable up to minimum limit(s) prescribed for that jurisdiction in which the accident occurred if that limit(s) is higher than the limit stated in the Declarations; and
- (ii) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in any jurisdiction in which the accident occurred.

REIMBURSEMENT OF THE INSURER

The “Insured” will reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provision of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every partner, director, officer or employee who, with the consent of the "Insured", personally drives

- (a) in the business of the "Insured" any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", such additional person or any person in the household(s) of which the Insured or such additional insured person is a member; or
- (b) any "automobile" hired or leased in the name of the "Insured" or such additional insured for use in the business of the "Insured" and for incidental personal use except an "automobile" owned, in whole or, in part by or licensed in the name of such additional insured person.

2. HIRED AUTOMOBILES

The term "hired automobiles" as used in this endorsement, means "automobiles" hired or leased from others with or without drivers for periods not exceeding 30 days, used under the control of the "Insured" in the business of the "Insured" and for incidental personal use but shall not include any "automobile" owned in whole or in part by or licensed in the name of the "Insured" or any partner, director, officer, employee or shareholder of the "Insured".

3. TWO OR MORE AUTOMOBILES


When two or more "automobiles" are insured hereunder, coverage under this policy will apply separately to each "automobile", but a motor vehicle and trailer or trailers attached thereto will be deemed to be one "automobile" as respects the Limits of Liability.

STATUTORY CONDITIONS

The Statutory Conditions of the Non Owned Automobile Policy as set out in the Insurance Act of the Province in which this Policy is issued will be deemed to form part of this Policy except the Termination Condition of this Policy will apply in place of the termination conditions therein.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



 Authorized Representative of
 Liberty Mutual Insurance Company

December 10, 2020

 Date

Update: 01.12

Endorsement No. 25

POLLUTION EXCLUSION

LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT

| | |
|-----------------|--|
| Effective Date: | 11/30/2020 |
| Policy Number: | 1000122366-14 |
| Issued to: | Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd. |
| Issued by: | Liberty Mutual Insurance Company |
| Broker: | BFL Canada Insurance Services Inc. – Vancouver |

1. Exclusion 16. **Pollution Liability** of **SECTION VI – EXCLUSIONS** is deleted in its entirety.
2. This insurance does not apply to:
 - (a) any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of “pollutants”:
 - (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “Insured”;
 - (ii) at or from any premises, site or location which is or was at any time used by or for any “Insured” or others for the handling, storage, disposal, processing or treatment of “waste”;
 - (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as “waste” by or for any “Insured” or any person or organization for whom any “Insured” may be legally responsible; or
 - (iv) at or from any premises, site or location on which any “Insured”, contractors or subcontractors working directly or indirectly on any “Insured’s” behalf are performing operations:
 - a. if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “Insured”, contractor or subcontractor; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”; and
 - (b) any loss, cost or expense arising out of any request, demand or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”, unless such loss, cost or expense is consequent upon “bodily injury” or “property damage” otherwise covered by this Policy and not excluded by paragraph 2.(a) of this Endorsement.
3. Sub-paragraphs 2.(a)(i) and 2.(a)(iv)a. above do not apply to “bodily injury” or “property damage” caused by:



- (a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
- (b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
 - (ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
 - (iii) is reported to the Insurer within 120 hours of being detected; and
 - (iv) does not occur in a quantity or with a quality that is routine or usual to the business of the "Insured".

4. As used in this Endorsement:

- (a) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and "waste"; and
- (b) "waste" includes materials to be recycled, reconditioned or reclaimed.

- 5. (a) The Limit of Liability stated in Item 4(a) of the Declarations is the most the Insurer will pay for damages covered by this Endorsement arising out of any one "occurrence";
- (b) The Policy Period Aggregate Limit stated below is the most the Insurer will pay for damages covered by this Endorsement during the "policy period"; and
- (c) The Deductible stated below applies to all damages and "loss adjustment expense" covered by this Endorsement arising out of any one "occurrence"

Policy Period Aggregate Limit: \$2,000,000
 Deductible: \$5,000

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Padma Sharma

Authorized Representative of
 Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | |
|---|---|---|----------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116 | CONTACT NAME: Hillary Parker PHONE (A/C No., Ext.): (403) 663-2807 FAX (A/C No.): E-MAIL ADDRESS: hillyary.parker@libertymutual.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED Whitewater West Industries Inc. a/o Whitewater West Industries Ltd.; a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Employers Insurance Company of Wausau</td> <td style="width: 20%;">NAIC #:</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER A: Employers Insurance Company of Wausau | NAIC #: | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR. | TYPE OF INSURANCE | ADDL SUBR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|---|----------------|-----|--------------------|-------------------------|-------------------------|--|
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> DCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. | Y/N | N/A | WCC-871-170574-031 | 11/30/2021 | 11/30/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation includes coverage for all states of the USA, excluding Monopolistic states.

Employers Liability includes coverage for all states of the USA (Stop Gap Employers Liability for Monopolistic states.)

| | |
|---|--|
| CERTIFICATE HOLDER To Whom It May Concern | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AR, AZ, CO, IN, NY and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of MN and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-B71-170574-029 Effective Date Premium \$

Issued to Whitewater West Industries Inc.

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1



SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

- **Coverage: Commercial General Liability**

Insurer: Liberty Mutual Insurance Company
Policy Number: 1000122366-14
Policy Period: 11/30/2020 to 11/30/2021

Limits:
 Each Occurrence: USD \$2,000,000
 General Aggregate - Other than Products/Completed Ops: USD \$5,000,000
 Products/Completed Operations Aggregate: USD \$2,000,000
 Personal Injury & Advertising Injury: USD \$2,000,000
 Employee Benefits: USD \$2,000,000
 Tenants Legal Liability: USD \$2,000,000
 Non-Owned Automobile Liability: USD \$2,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia
Policy Number: AD9861
Policy Period: 5/16/2020 to 5/16/2021

Limits:
 Third Party Liability: CAD \$3,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia
Policy Number: 02789V
Policy Period: 11/8/2020 to 11/8/2021

Limits:
 Third Party Liability: CAD \$2,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia
Policy Number: 06816X
Policy Period: 11/15/2020 to 11/15/2021

Limits:
 Third Party Liability: CAD \$5,000,000

- **Coverage: Automobile Liability**

Insurer: Insurance Corporation of British Columbia

Policy Number: 19006X
Policy Period: 11/20/2020 to 11/20/2021

Limits:
Third Party Liability: CAD \$5,000,000

- **Coverage: Foreign Employer's Liability (United States of America)**

Insurer: Employers Insurance Company of Wausau
Policy Number: WCC-B71-170574-020
Policy Period: 7/31/2020 to 7/31/2021

Limits:
Each Accident: USD \$1,000,000
Aggregate - Disease: USD \$1,000,000
Each Employee - Disease: USD \$1,000,000

Description: US-EL
Liberty Mutual Insurance.

- **Coverage: Foreign Employer's Liability**

Insurer: Chubb Insurance Company of Canada
Policy Number: ADV6453023
Policy Period: 11/30/2020 to 11/30/2021

Limits:

Bodily Injury by Accident:

CAD \$1,000,000 Each Accident

Bodily Injury by Disease:

CAD \$1,000,000 Each Employee

Bodily Injury by Disease:

CAD \$1,000,000 Policy Limit



CA ALL 688 04 13

Liberty Mutual Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| PRODUCER BFL CANADA Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3 | CONTACT NAME: George Lagaditis PHONE (A/C, No, Ext): 604-678-5447 FAX (A/C, No): 604-683-9316 E MAIL ADDRESS: glagaditis@bflcanada.ca | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Liberty Mutual Insurance Company | | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A : Liberty Mutual Insurance Company | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED Whitewater West Industries Ltd. a/o Whitewater West Industries Inc. a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3 | | | | | | | | | | | | | | |

| | | |
|------------------|----------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
|------------------|----------------------------|-------------------------|

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability (Claims Made) | | PLVAAAW95R009 | 11/30/2021 | 11/30/2022 | Each Covered Incident \$2,000,000 USD Aggregate Limit \$2,000,000 USD |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER To Whom It May Concern | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. BFL CANADA Insurance Services Inc. Per: <i>G. Lagaditis</i> |
|---|---|

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ACORD 25 (2014/01)

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EXHIBIT C
INSURANCE REQUIREMENTS FOR MOST CONTRACTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG

20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: *Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

ATTACHMENT 2



ATTACHMENT 3

STEEL & DECK COLOURS

- RAL 7035 Light Grey
- RAL 9006 White Aluminium
- RAL 1021 Colza Yellow
- RAL 2009 Traffic Orange
- RAL 3020 Traffic Red
- RAL 1001 Beige
(AP STD. Decks & Stairs - Tunnel Top)

SLIDE COLOURS

- RAL 1021 Colza Yellow
- RAL 1018 Zinc Yellow
- RAL 3020 Traffic Red
- RAL 1013 Oyster White



NOTE:
THEME ITEMS, ROOFS AND
PLAY FEATURES SUBJECT TO
CHANGE BASED ON AQUAPLAY
FINAL DESIGN.

44407-5 GAUCHE PARK AQUATIC-AP REPLACEMENT OUT CALIFORNIA, USA | AP THEMING | AP300TB
DESIGNED BY: K. LEE | V-1 | FEB.03.2022

