

VILLAGE OF BRADLEY

RESOLUTION NO. B-03-25-02

A RESOLUTION AUTHORIZING THE PURCHASE OF INDOOR WATERPARK SLIDES
FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 24th DAY OF March, 2025

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 24th day of March, 2025

RESOLUTION NO. R-03-25-02

A RESOLUTION AUTHORIZING THE PURCHASE OF INDOOR WATERPARK SLIDES FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village are authorized to enter into contracts that support and advance the legitimate public purposes of the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to purchase Indoor Waterpark Slides for the Bradley Indoor Waterpark (the "Slides"); and

WHEREAS, Village Staff have requested and received a quote from Whitewater West Industries LTD. of Richmond, British Columbia, Canada ("the Company"); and

WHEREAS, it is in the best interest of the Village to sole-source these items through Whitewater West Industries LTD. due to the propriety ownership of the slides systems, and

WHEREAS, the Company has provided the Village with a written proposal, copy of which are attached hereto as Group Exhibit A and fully incorporated herein, in which the Company offers to sell the slides package with installation in exchange for total consideration of twenty million sixty-four thousand six hundred fifty-four dollars and 00/100 (\$20,064,654.00) (the "Proposal"); and

WHEREAS, the Corporate Authorities of the Village have reviewed the Proposal and have determined that the terms, conditions, and provisions thereof are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that approving the Proposal in an amount not to exceed twenty million sixty-four thousand six hundred fifty-four dollars and 00/100 (\$20,064,654.00) is in the best interests of the Village and its citizens; and

WHEREAS, the Corporate Authorities of the Village have further determined, by the affirmative vote of two-thirds (2/3) of all Village Trustees presently holding office, that it is necessary, expedient, and in the best interests of the Village and its citizens to waive any and all competitive bidding requirements that might otherwise be applicable to the Proposals.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the Proposals (Group Exhibit A) are fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the Village hereby approve the Proposal in an amount not to exceed of twenty million sixty-four thousand six hundred fifty-four dollars and 00/100 (\$20,064,654.00) and direct the Mayor to undertake any and all actions, including without limitation the execution and delivery of documents necessary to engage the Company to complete the Project as set forth in the Proposals.

SECTION 3 In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Blank]



WHITEWATER.

EST. 1960

Head Office (Vancouver)

+1 604 273 1068

whitewater@whitewaterwest.com

www.whitewaterwest.com

Asia Pacific Office (Shanghai)

+86 21 32567586

whitewater@whitewaterwest.cn

www.whitewaterwest.cn

Middle East Office (Dubai)

+971 (0) 4 422 9318

Europe Office (Munich)

+49 89 904 2282 30

PASSED by the Board of Trustees on a roll call vote on the 24th day of March, 2025.

TRUSTEES:

| | | | |
|---------------------|---------------------|---------------------|------------------------|
| RYAN LEBRAN | Aye – <u> </u> | Nay – <u> </u> | Absent – <u>✓</u> |
| BRIAN BILLINGSLEY | Aye – <u>✓</u> | Nay – <u> </u> | Absent – <u> </u> |
| DARREN WESTPHAL | Aye – <u>✓</u> | Nay – <u> </u> | Absent – <u> </u> |
| BRIAN TIERI | Aye – <u>✓</u> | Nay – <u> </u> | Absent – <u> </u> |
| GRANT D. VANDENHOUT | Aye – <u>✓</u> | Nay – <u> </u> | Absent – <u> </u> |
| GENE JORDAN | Aye – <u> </u> | Nay – <u> </u> | Absent – <u>✓</u> |

VILLAGE PRESIDENT:

MICHAEL WATSON Aye – Nay – Absent –

TOTALS: Aye – 4 Nay – 0 Absent – 2

ATTEST:



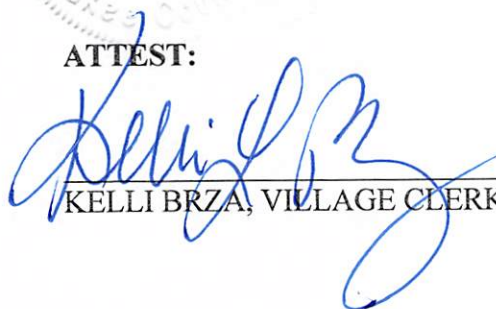
KELLI BRZA, VILLAGE CLERK

APPROVED this 24th day of March, 2025.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

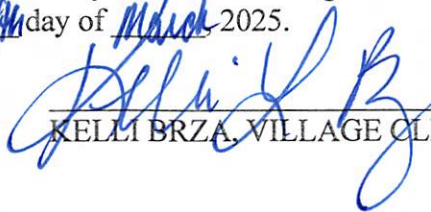


KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-03-25-02 "A RESOLUTION AUTHORIZING THE PURCHASE OF INDOOR WATERPARK SLIDES FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS" which was adopted by the Village Corporate Authorities at a meeting held on the 24th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 24th day of March, 2025.



KELLI BRZA, VILLAGE CLERK

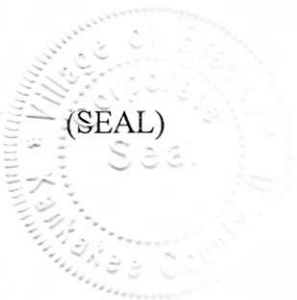


Exhibit A

| COMPLEX | ALL-IN-ONE SLIDES COMPLEX - HURRICANE + BOOMERANGO | KIDS SLIDES COMPLEX | AQUAFORMS AF-12TB | AQUASPLASH TOYS (TOTAL 20 UNITS) | FLOWRIDER DOUBLE |
|---------------------------------------|--|---------------------|-------------------|-------------------------------------|------------------|
| DRAWING | SK-23A | SK-21 | SK-3 | - | - |
| DESIGN SERVICES (ENGINEERING) | \$432,290 | \$76,308 | \$188,798 | \$8,154 | Included |
| EQUIPMENT SUPPLY | \$9,603,043 | \$793,931 | \$2,246,822 | \$68,637 | \$886,193 |
| Life Floor around AF unit (7,409 ft2) | - | - | \$271,650 | - | - |
| INSTALLATION ADVISORY SERVICES | \$279,323 | \$48,408 | \$91,616 | \$6,194 | Included |
| INSTALLATION SERVICES | \$2,574,361 | \$114,676 | \$664,204 | \$17,042 | Included |
| COMPLEX TOTAL (USD)* | \$12,889,017 | \$1,033,323 | \$3,463,090 | \$100,027 | \$886,193 |
| PREVAILING WAGES** | \$1,693,004 | | | | |
| GRAND TOTAL (USD)* | \$20,064,654 | | | | |

*Prices above are exclusive of all sales taxes.

**This pricing has assumed General Laborer prevailing wage rate for the entire project.

Bradley Indoor Waterpark

City of Bradley Illinois

Bradley, Illinois, USA

48863-10

March 12, 2025



WHITEWATER.

EST. 1980

This document contains a formal quotation valid for 30 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.

| | |
|--|----|
| Parties..... | 1 |
| Specific Terms and Conditions | 2 |
| 1. Abbreviated Scope of Work | 2 |
| 2. Delivery, Transfer of Risk and Ownership of the Equipment..... | 4 |
| 3. Purchase Price | 5 |
| 4. Payment Terms | 5 |
| 5. Estimated Schedule of Delivery and Completion | 6 |
| General Terms and Conditions | 7 |
| Execution and Acceptance..... | 14 |
| Appendix 1 Detailed Design & Engineering Services - Specifications..... | 15 |
| Appendix 2 Equipment Supply Services - Specifications..... | 19 |
| Appendix 3 On-Site Services - Specifications | 36 |
| Appendix 4 Indicative Preliminary Design included..... | 40 |
| Appendix 5 Preliminary Schedule | 47 |
| Appendix 6 Purchase Price Breakdown | 50 |
| Appendix 7 Safe Use and Maintenance of the Attraction..... | 51 |
| Appendix 8 FlowRider Special Instructions and Clauses | 52 |
| 1 – Notices, Instructions & Warnings..... | 52 |
| 2 – FlowRider® Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement..... | 54 |
| 3 – Grant of License to Install, Operate and Promote Attraction | 57 |
| 4 – Pump Manufacturer Warranty | 59 |
| 5 – Electrical Controls Warranty..... | 61 |
| Appendix 9 Insurance..... | 62 |

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, Director Legal & Risk Management (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 |
|---|--------------------------------------|
| Slide A: Master Blaster Ultra + Slingshot- 1-2 Person Inner-Tube | 48863 SK-23A |
| Slide B: Nautilus - 1-2 Person Inner-Tube | |
| Slide C: Parallel Pursuit - Mat Racer | |
| Slide D: Boomerango Squeeze - 6-Person Raft | |
| Slide E: Hurricane - 6-Person Raft | |
| Slide F: AquaTube - Body Slide | |
| Slide G: Flatline - Body Slide | |
| Slide A: Mini Blaster - Kids Inner Tube | 48863 SK-21 |
| Slide B: Mini Open Flume - Kids Inner Tube | |
| Slide C: Multi-Lane - 3 Lane Kids Body Slide | |
| Slide D: Ramp Slide - Kids Body Slide | |
| Slide E: Pool Sider - Kids Body Slide | |
| AquaForms AF-12TB | 48863 SK-3 |
| AquaSplash Toys (20 units): <ul style="list-style-type: none"> GS Team Effect_0010-9816 x 1 unit GS Straight Up_00107485 x 3 units GS Group Volcano_0010-7495 x 1 unit GS Monster 5_0010-7497 x 6 units GS Spray Tunnel 8_0010-7497 x 1 unit GS Tulip_0010-7489 x 3 units GS Solo Spurt_0010-7481 x 4 units FS Aerial Spinster_0010-1592 x 1 unit | Spray Toys Layout V1 - 11/13/2024 |
| FlowRider Double | FlowRider Double |

| STEEL ADDITIONS | Steel Finish | Notes & Specifications |
|---|--------------|------------------------|
| <input checked="" type="checkbox"/> Start tower(s) for slides | Painted | |
| <input checked="" type="checkbox"/> Slide supports | Painted | |

| ON-SITE SERVICES | Number of man-days | Notes |
|--|--------------------|---|
| <input type="checkbox"/> Installation of WhiteWater Supplied Equipment | n/a | Excluded. |
| <input checked="" type="checkbox"/> Installation Advisory | 244 | Prevailing Wages based on a seven day workweek ¹ |
| <input checked="" type="checkbox"/> Ride Commissioning | Included | |

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.

Limited Exclusivity:

The Seller hereby grants the purchaser a limited exclusivity for the slide described in the scope of work or drawings in SK-23A Slide E in the exact configuration, colors and specifications as designed and included in this agreement. The exclusivity covers the states of Illinois, Wisconsin, Indiana, and Michigan. The exclusivity will start upon execution in full of the sale agreement by the parties, and receipt of the deposit payment. The exclusivity will continue only upon payment in full of the entire contract price and for three years from the date the products have been delivered to site. During this term, the Seller will not deliver or cause to be installed any identical slide in any of the states listed above.

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: **Bradley, Illinois, 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 WhiteWater, and WhiteWater agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price:

\$15,188,909 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 sale / use taxes are in addition to the Purchase Price amount.

4. Payment Terms

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

| | |
|--|-----|
| DEPOSIT PAYMENT (Upon execution of this contract) | 10% |
| FACTORY BOOKING (to reserve capacity in manufacturing schedule) | 15% |
| MATERIALS ORDER (to start procurement including deposit on major purchase orders) | 15% |
| MANUFACTURING (Four weeks after start of procurement) | 15% |
| MANUFACTURING COMPLETE (Materials ready for inspection if any) | 15% |
| SHIPPING INITIATION (Prior to and as a condition of loading materials on board for shipping) | 10% |
| SHIPPING COMPLETION (Upon receipt of materials at destination) | 10% |
| PRE-INSTALLATION (Upon mobilization of our personnel on site) | 5% |
| FINAL PAYMENT (Upon issuance of Certificate of Substantial Completion) | 5% |

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.

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 with experienced counsel of WhiteWater's choice and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants with the exclusion of any service providers like architects or project engineers) 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 installation of 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:
- i. in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;
 - ii. in connection with the supervision of users of the WhiteWater's equipment;
 - iii. 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;
 - iv. 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 through primary, umbrella and excess 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 during the performance of the work. 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 completion of the work. The additional insured status terminates at the end of the Correction Period twelve (12) months from the date of Commissioning 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 through primary, umbrella and excess 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. Payment Bonds and Notice of Commencement

- a. Payment Bond: When project property cannot be subject to a Mechanical's Lien or is subject to Miller Act or Little Miller Acts, a payment bond will be required as a condition of WhiteWater providing services. Upon

executing this contract, if the Purchaser has obtained or subsequently obtains a payment bond in connection with the construction project, the Purchaser shall furnish WhiteWater with a full and true copy of such payment bond within seven (7) calendar days of WhiteWater's request or, if earlier, prior to WhiteWater commencing any work on the construction project.

- b. Notification of Changes: In the event of any changes, amendments, or modifications to the payment bond, the Purchaser shall promptly provide the WhiteWater with a copy of the amended or modified bond.
- c. Remedy for Failure to Provide: Failure of the Purchaser to furnish the requested payment bond or any updates to the bond, as stipulated above, may result in the WhiteWater suspending work until such time as the bond is provided, without incurring any penalties or liabilities for project delays.
- d. Claims Against the Bond: Nothing in this clause shall be construed to limit or restrict the WhiteWater's rights to make a claim against the payment bond, in accordance with the terms of the bond and any applicable laws.

5. Delays or Suspension by Purchaser

- a. The parties acknowledge that best effort has been made to take into consideration the increase in cost of materials including steel and fiberglass, labor and freight based on the expected period for the performance of the work. In the event of significant delay including delaying the start of the project and securing the materials or price increase of material, equipment or energy occurring during the performance of the contract through no fault of WhiteWater or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order. The effect of this escalation provision will be determined by considering the relevant price indexes and inflation between the expected period for the performance of the work and the actual period of the performance of the work. The parties agree that only major and significant changes will be considered under this escalation clause, and it is not the purpose of this clause to create unreasonable uncertainty for either party.
- b. Separate and apart from the costs set forth above, should Purchaser delay taking delivery of the materials when shipment should have taken place, any payment that would have become due if delivery has not been delayed by Purchaser, will be paid as if the materials had been delivered at the expected date. In addition, if WhiteWater is 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.
- c. 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 subcontractors 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.
- 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.

6. Delay in Payment and Interests

- a. 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.
- b. When an invoice is required by Purchaser, such invoice will be issued 15 days before the milestone date and will be due and payable on the milestone date.
- c. Should either party fail to make payments as they become due under the terms of the contract or in any award by arbitration or by the courts, interest at the following rates on such unpaid amounts shall become due and payable until payment:
 - i. (1) 1% per annum above prime rate as set by Bank of America from time to time for the first 15 days from the due date. WhiteWater reserves the right to waive interest on any overdue payment without affecting any other right under this contract nor any future interest applicable under this clause 6.
 - (2) 2% per annum above prime rate as set by Bank of America from time to time for the next 45 days
 - (3) 4% per annum above prime rate as set by Bank of America from time to time after the first 60 days

If the above rates exceed the legal rate prevailing from time to time at the place where the project is located, then the rate will be reduced to that legal rate.

7. 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.

8. 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.

9. 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.

10. 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.

11. Completion

- a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of 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 Final Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

12. 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. In the case where the installation of the materials delivered or to be delivered by WhiteWater under this agreement is delayed by more than 180 days, as a result of the request of Purchaser or delays by Purchaser to satisfy relevant milestones preventing such delivery, the defect notification period will be forfeited or reduced unless all stored materials are subject to an inspection and repaired or replaced as deemed necessary by WhiteWater prior to installation.
- c. **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.
 - i. 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.
 - ii. The following warranties are offered in regard of structural steel.
 - Replacement or repair for structural steel members installed according to engineering drawings that are defective within three (3) years of installation, unless such defect is at a result of installation error (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

| PRELIMINARY DESIGN | | | | | |
|---|------|--|--------|-------|---|
| APPLICABLE TO | ITEM | ITEM DESCRIPTION | SELLER | BUYER | |
| WATERPARK INDOOR WATERPARK WATERSLIDE | 1.1 | Preliminary Slide Layout (shown on SK) | | ■ | |
| | 1.2 | Provide Project Manager who shall act as the primary point of contact for communication | | ■ | |
| | 1.3 | Facilitate communication between the Seller and the Buyer's sub-contractors | | | ■ |
| | 1.4 | Provide a translator to translate to English, where applicable | | | ■ |
| | *1.5 | Local code requirements with which the ride and installation must adhere | | | ■ |
| | *1.6 | <p>The Buyer agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Buyer 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 (.dwg). 3D CAD is required for retrofit, expansion or indoor projects, 2D CAD is sufficient for outdoor projects with no existing infrastructure.</p> <p>The following details are required:</p> <ul style="list-style-type: none"> - Defined elevations - Site coordinate system, including global origin point - Site boundaries and limiting envelopes - Existing or planned utilities and easements that need to be considered during the design phase - Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment. <p>The client's certified surveyor will undertake the liability of correctness and accuracy of information provided to WWI engineers for design reference. Any delays to the project as a result of inaccurate or incomplete surveying results will be the client's responsibility.</p> <p>For all indoor projects, the following additional information is required:</p> <ul style="list-style-type: none"> - Building plans with elevations and cross sections in 3D CAD and PDF - Architectural, structural and HVAC drawings in plan, elevations and cross sections views at WhiteWater product interfaces - Foundation and roof design in area(s) where WhiteWater attractions are located <p>For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required:</p> <ul style="list-style-type: none"> - Final pool plan (where applicable) with deck plan, elevations, water levels, pool wall cross sections at WhiteWater product interfaces - Design check of structures designed by others, such as buildings or roof trusses, that are used to support any | | | ■ |

| | | | | |
|------|--|--|--|---|
| | WhiteWater equipment. - 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: - Pool layout including contours, cross section and flat area under the WhiteWater supplied equipment | | | |
| *1.7 | Soils testing and geotechnical report for the purpose of foundation design | | | ■ |
| *1.8 | All climatic information (seismic,wind,snow) necessary to perform detailed design | | | ■ |
| | * Critical startup information, delays may result in project schedule if not received in time (see schedule for more information) | | | |

| DESIGN | | | | |
|---------------|--|--|----|----|
| APPLICABLE TO | ITEM | DESCRIPTION | ST | ST |
| | 2.1 Fiberglass Waterslides | | WS | |
| | 2.1.1 | Slide path design showing waterslide parts with coordinates and grades | | ■ |
| | 2.2 Steel Slide Support System | | ST | |
| | 2.2.1 | Steel Columns including baseplates and anchors | | ■ |
| | 2.2.2 | Steel Arms | | ■ |
| | 2.2.3 | Steel Yokes | | ■ |
| | 2.3 Start Towers | | ST | |
| | 2.3.1 | Detailed framing and connections including Base plates and anchors | | ■ |
| | 2.3.2 | Guardrails and handrails | | ■ |
| | 2.3.3 | Stair treads | | ■ |
| | 2.3.4 | Decking | | ■ |
| | 2.3.5 | Fabric Canopy | | ■ |
| | 2.3.6 | Tower Lighting (If Applicable) | | ■ |
| | 2.4 Egress and Maintenance Towers (When Applicable) | | ST | |
| | 2.4.1 | Detailed framing and connections | | ■ |
| | 2.4.2 | Guardrails and handrails | | ■ |
| | 2.4.3 | Stair treads | | ■ |
| | 2.4.4 | Decking | | ■ |

| | | | | |
|--|--|--------|---|---|
| | 2.5 Concrete Works and Foundations | | | |
| | 2.5.1 Detailed Pedestal and Foundation Design* | | ■ | |
| | 2.5.2 High level design of shutdown lane slabs and sumps, inclusive of minimum required shape and depths | | ■ | |
| | 2.5.3 Detailed design of sumps | | | ■ |
| | 2.5.4 Detailed design of runout lane slabs | | | ■ |
| | 2.5.5 Detailed design of pool and slabs | | | ■ |
| | * WWI 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 2,000 psf (100 kPa). 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. | | | |
| | 2.6 Mechanical | | | |
| | 2.6.1 High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc. | | ■ | |
| | 2.6.2 Detailed design of complete mechanical system and plant room | | | ■ |
| | 2.6.3 High level design of pool geometry inclusive of minimum required width, length and depths and static water level | | ■ | |
| | 2.6.4 Detailed design of pool including pumps, valves, piping, filters, fittings, etc. | | | ■ |
| | 2.7 Electrical | | | |
| | 2.7.1 High level electrical schematics for all WhiteWater supplied in-ride electrical power and control systems | | ■ | |
| | 2.7.2 Detailed design of overall electrical system including grounding detail | | | ■ |
| | 2.7.3 All PLC programming for WhiteWater provided controls equipment | | ■ | |
| | 2.8 Launch Conveyors | CON-L | | |
| | 2.8.1 Design of Launch Conveyors | | ■ | |
| | 2.8.2 Design of Control System | | ■ | |
| | 2.8.3 Design of Conveyor supports | | ■ | |
| | 2.9 Raft Return Conveyor | CON-RR | | |
| | 2.9.1 Design of Raft Return Conveyor | | ■ | |
| | 2.9.2 Design of Control System | | ■ | |
| | 2.9.3 Design of Conveyor supports | | ■ | |
| | 2.10 AquaForms | AF | | |
| | 2.10.1 Design of AquaForms Structure and interactive features | | ■ | |

| | | | | |
|--|---|-----------|---|---|
| | 2.11 AquaSplash | AS | ■ | |
| | 2.12 Life Floor | LF | ■ | |
| | 2.13 FlowRider Double | FR | | |
| | 2.13.1 FlowRider tank plan | | ■ | |
| | 2.13.2 Equipment layout and installation details | | ■ | |
| | 2.13.3 Electrical schematics for hook-up of all motors and electrical control panels | | ■ | |
| | 2.13.4 Electrical to Seller's control panel | | | ■ |
| | 2.13.5 Civil works, foundations, grading, drainage, slabs, buildings etc. | | | ■ |
| | 2.13.6 Soils testing and geotechnical report | | | ■ |
| | 2.13.7 Detailed mechanical filtration systems | | | ■ |
| | 2.14 Assembly drawings and Layout plans showing all critical dimensional requirements | | ■ | |
| | 2.15 Permits | | | ■ |
| | 2.16 Local Engineering Overseal (US and Canada Regions only) | | ■ | |
| | 2.17 If the authority having jurisdiction mandates the involvement of a registered architect in the project, it is the client's responsibility to arrange for their engagement | | | ■ |
| | 2.18 Third Party Review (If required, Meetings, travel, and supplemental calculations to be provided at an additional charge) | | | ■ |

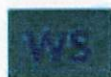
Appendix 2 Equipment Supply Services - Specifications

| EQUIPMENT | | | | | |
|---------------------------------------|------------|--|-----------|--------|-------|
| APPLICABLE TO: | ITEM | ITEM DESCRIPTION | SPEC | SELLER | BUYER |
| SK-23A, 21, AquaForms AF- 12TBC | 3.1 | Fiberglass Waterslides | WS | | |
| | 3.1.1 | Fiberglass waterslide parts | | ■ | |
| | 3.1.2 | Fasteners for all flume to flume connections | | ■ | |
| | 3.1.3 | SikaFlex® 1A brand or equivalent caulking as necessary for all flume to flume connections. | | ■ | |
| | 3.1.4 | Waterslide vehicles | | | ■ |
| | 3.1.5 | Safety Signage | | | ■ |
| | 3.1.6 | Safety Equipment for Inspections and Maintenance | | | ■ |
| SK-23A | 3.1.7 | Fiberglass effects: 23 Sections x 32" Translucent 31 Sections x 54" Translucent 19 Sections x 120" Translucent Boomerango Translucent Roof as shown on SK Constrictor Parts as shown on SK Parallel Pursuit Windows as shown on SK | | ■ | |
| | 3.2 | Steel Slide Support System (Galvanized & Painted) | ST | | |
| | 3.2.1 | Steel Columns (Galvanized & Painted) | | ■ | |
| | 3.2.2 | Steel Arms (Galvanized & Painted) | | ■ | |
| | 3.2.3 | Steel Yokes (Galvanized & Painted) | | ■ | |
| | 3.2.4 | All fasteners for WhiteWater equipment according to engineering specifications | | ■ | |
| | 3.3 | Start Towers (Galvanized & Painted) | ST | | |
| SK-23A, 21, AquaForms AF- 12TBC | 3.3.1 | Detailed framing and connections | | ■ | |
| | 3.3.2 | Guardrails - Galvanized Steel Picket Railing | | ■ | |
| | 3.3.3 | Handrails - Galvanized Steel | | ■ | |
| | 3.3.4 | Composite Lumber Stair Treads | | ■ | |
| | 3.3.5 | Composite Lumber Platform and Landing Decking | | ■ | |
| | 3.3.6 | Fabric Canopy (If Applicable) | | | ■ |
| | 3.3.7 | Weigh Scale(s) (If Applicable) | | | ■ |
| | 3.3.8 | All fasteners for WhiteWater equipment according to engineering specifications | | ■ | |

| | | | | |
|---|---|----|---|---|
| SK-23A (Slide A), 21 (Slide A) | 3.4 Egress and Maintenance Towers (When Applicable) | ST | | |
| | 3.4.1 Detailed framing and connections | | ■ | |
| | 3.4.2 Guardrails and handrails | | ■ | |
| | 3.4.3 Composite Lumber Stair Treads | | ■ | |
| | 3.4.4 Composite Lumber Platform and Landing Decking | | ■ | |
| | 3.4.5 All fasteners for WhiteWater equipment according to engineering specifications | | ■ | |
| SK-23A, 21, AquaForms AF- 12TBC, AquaSplash | 3.5 Concrete Works and Foundations | | | |
| | 3.5.1 Concrete pedestals | | | ■ |
| | 3.5.2 Concrete sumps | | | ■ |
| | 3.5.3 Grating over sumps and under shutdown lane (if required) | | | ■ |
| | 3.5.4 Concrete waterproofing | | | ■ |
| | 3.5.5 Shutdown Lane slabs | | | ■ |
| | 3.5.6 Reinforcing steel for concrete works | | | ■ |
| | 3.5.7 Grout below base plates | | | ■ |
| | 3.5.8 Anchor bolts | | ■ | |
| | 3.5.9 Embed Plates | | ■ | |
| | 3.5.10 Anchor bolt steel templates (for cast in place anchor bolts) | | ■ | |
| | 3.5.11 Foundations and slabs | | | ■ |
| SK-23A, 21, AquaForms AF- 12TBC, AquaSplash | 3.5.12 Pool that meets WWI defined water elevations and dimensions | | | ■ |
| | 3.6 Mechanical (Slides & AP) | | | |
| | 3.6.1 Pumps | | | ■ |
| | 3.6.2 Flow Meters (Installed in an accessible location) | | | ■ |
| | 3.6.3 Pool that meets WWI defined water elevations and dimensions | | | ■ |
| | 3.6.4 VFD for Pump | | | ■ |
| | 3.6.5 Mechanical room (Plant room) | | | ■ |
| | 3.6.6 Piping for all pumps, sprayers, and drains complete with Plumbing supports | | | ■ |
| | 3.6.7 Valves, filters, fittings, etc. | | | ■ |
| | 3.6.8 Spray nozzles | AL | ■ | |
| | 3.6.9 Specialized filters and flow sensors for spray nozzles | AL | ■ | |
| SK-23A (Slide G) AquaForms AF- 12TBC, AquaSplash | 3.6.10 Piping/Valves/Fittings/Filters/etc to supply water from the Mechanical Room to WWI Specified Stub Ups | AF | | ■ |
| | 3.6.11 Piping/Valves/Fittings/Filters to supply water from WWI Specified Stub ups to the Waterslides and Interactives | AF | ■ | |
| SK-23A, 21, AquaForms AF | 3.7 Electrical | | | |
| | 3.7.1 Power to Customer Controlled Pumps | | | ■ |
| | 3.7.2 Pump and Motor disconnects (as required) | | | ■ |

| | | | | | | |
|--|--------|--|--------|---|---|---|
| 12TBC, AquaSplash | 3.7.3 | Pump and motor cables (VFD rated where required). | | | | ■ |
| | 3.7.4 | Grounding and Bonding | | | | ■ |
| | 3.7.5 | Conduit (supply and layout) | | | | ■ |
| | 3.7.6 | Labor and materials for field wiring and installation of electrical panel and controls | | | | ■ |
| SK-23A (Master Blaster, Conveyors) | 3.7.7 | Power from MCC to WhiteWater controlled pumps (eg Nozzle pump) | | | | ■ |
| | 3.7.8 | Power to Ride Control Center (RCC) and Motor Control Center (MCC) | | | | ■ |
| | 3.7.9 | Master Control Center (MCC) including PLC and VFD* | CON/MB | ■ | | |
| | 3.7.10 | Operator Console (OC) | CON/MB | ■ | | |
| | 3.7.11 | Sensors and junction boxes | CON/MB | ■ | | |
| | 3.7.12 | E-stops for conveyor and MB | CON/MB | ■ | | |
| | 3.7.13 | Air Conditioned Equipment room for the MCC/Control Room Equipment | CON/MB | | | ■ |
| | 3.7.14 | Interconnecting wiring for WWI supplied equipment | CON/MB | | | ■ |
| All | 3.7.15 | Internet Connectivity | CON/MB | | | ■ |
| | 3.7.16 | E-Stops for pumps as required by local codes | | | | ■ |
| SK-23A (Slide G) | 3.7.17 | Ride Control Center (RCC) including PLC and Operator Console | AL | ■ | | |
| | 3.7.18 | Sensors and junction boxes | AL | ■ | | |
| | 3.7.19 | Launch Capsule E-stops | AL | ■ | | |
| | 3.7.20 | Electrical supply to WWI supplied equipment | AL | | | ■ |
| SK-21 (Slide A) | 3.7.21 | Power to Ride Control Center (RCC) | | | | ■ |
| | 3.7.22 | Power to Pump(s) | | | | ■ |
| | 3.7.23 | Pump Control and VFD per WWI Requirements | | | | ■ |
| | 3.7.24 | RCC including PLC | | | ■ | |
| | 3.7.25 | End of slide Operator Console | | | ■ | |
| | 3.7.26 | Sensors and Junction Boxes | | | ■ | |
| | 3.7.27 | E-stops for Mini Blaster | | | ■ | |
| | | * Where applicable, the price of VFDs included in WhiteWater scope is based on preliminary designs, and correspond to the information available at time of contract. If, due to inputs not previously provided to WWI, the VFD requirements increase substantially during detailed design phase, the price may be subject to change. | | | | |
| | 3.8 | Launch Conveyors | CON-L | | | |
| SK-23A (Slides A,B,D&E) | 3.8.1 | Launch Conveyor Including control system, motor, belt, bearings, rollers etc. to be a complete and functional unit. | | | ■ | |
| | 3.8.2 | Four support feet including anchors for mounting to the steel or concrete structure. | | | ■ | |
| | 3.8.3 | Side covers, steps, and safety barriers where necessary, provided for surface mounted installations. | | | ■ | |
| | 3.8.4 | Maintenance access covers and grating for flush mounted installations. | | | ■ | |

| | | | | |
|--------------------------------------|--|---------------|---|---|
| | 3.9 Raft Return Conveyors | CON-RR | | |
| SK-23A | 3.9.1 Raft Return Conveyors Including control system, motor, belt, bearings, rollers etc. to be a complete and functional unit. | | ■ | |
| | 3.9.2 Full-length guide rails to keep rafts on the belt during high winds, with fabric wind shields installed around wind-hoops. | | ■ | |
| | 3.9.3 Conveyor Supports | | ■ | |
| | 3.9.4 Maintenance access covers and grating for flush mounted installations. (When applicable) | | ■ | |
| | 3.9.5 Concrete for gravity take-up weight | | | ■ |
| | 3.10 AquaForms | AF | | |
| SK-3 | 3.10.1 AquaForms AF-12TBC Unit | | ■ | |
| Spray Toys Layout V1 – 11/13/2024 | 3.11 AquaSplash | AS | ■ | |
| | 3.12 LifeFloor | | ■ | |
| SK-3 | 3.12.1 Life Floor under and around AP unit (Area: 7,409 ft2) (Transition strips excluded) | LF | ■ | |
| FlowRider Double | 3.13 FlowRider Double | FR | | |
| | 3.13.1 Main structure | | ■ | |
| | 3.13.2 Tension structure | | ■ | |
| | 3.13.3 Recovery structure | | ■ | |
| | 3.13.4 Pumps | | ■ | |
| | 3.13.5 Electrical Control Panel – Variable Frequency Drives | | ■ | |
| | 3.13.6 Padding system | | ■ | |
| | 3.13.7 Drainage System | | ■ | |
| | 3.13.8 Ride surface | | ■ | |
| | 3.13.9 Flow Fence | | ■ | |
| | 3.13.10 FlowRider boards | | ■ | |
| | 3.13.11 Mountings, epoxy anchor hold down bolts, supports | | ■ | |
| | 3.13.12 Safety signage | | ■ | |
| | 3.13.13 Civil Works – excavation, forming, concrete, rebar, all civil works | | | ■ |
| | 3.13.14 Walkways, walkway coverings, handrails and splash guards | | | ■ |
| | 3.13.15 Mechanical – filtration pumps, valves, piping, filters, fittings etc. | | | ■ |
| | 3.13.16 Mechanical and Electrical Room (including A/C) | | | ■ |
| | 3.13.17 Electrical – power to electrical control panel, wiring, conduit etc. | | | ■ |



SPEC-WS **Specification – Waterslides**

1. Flume

All waterslide parts are produced to engineered laminate schedules in variable thickness to be compliant with relevant regulatory requirements including ASTM (F846, F853, F1193, F2376, and F2974), ISO 9000-2008 (Manufacturing) and EN 1069-01.

The base layer of isophthalic polyester resin is coated with ISO/NPG gel coat enabled with UV resistant properties along with protection against water fading and blistering from osmosis.

Waterslide Risers: All flumes come with necessary risers for safety and to reduce water splash-out.

- 1.4 Entry box: All waterslides come with pre-plumbed entry box complete with pipe stub and flexible coupler.
- 1.5 Drilling: All flanges are pre-drilled.
- 1.6 Fasteners: Flume to flume fasteners are hot-dipped galvanized steel for indoor application and stainless steel for outdoor application.
- 1.7 Grabrails: All necessary grabrails which affix to the entry box are stainless steel and are included.
- 1.8 Labeling: All parts are labeled with a part code number for easy identification.



SPEC-ST **Specification – Steel**

1. Fabrication

- 1.1 All steel is fabricated in certified shops under Canadian Welding Bureau Standard CSA W47.1, or American Structural Welding Code AWS D1.1.

2. Materials

- 2.1 All steel is new and conforms to ASTM designation as per the engineering drawings.
- 2.2 All steel (excluding stainless steel when used) is provided hot dipped galvanized according to ASTM A123/A123M & ASTM A153/A153M.

3. Level of Fabrication

- 3.1 All steel is provided for bolt-up assembly. Columns are complete with clips for arms and braces, end caps, and baseplates. Arms have knee brace attached and all clips for attachment. All fasteners according to engineering specifications are supplied.
- 3.2 All steel is provided for bolt-up assembly, unless specific design requirement calls for field welded connections.
- 3.3 All columns are complete with base plates, clips, end plates, welded on.

4. FINISH (IF PAINTED)

- 4.1 All Steel painted in customer's choice of color Painted finish. Steel is painted to Grade B Industrial Finish. All painted steel will be cleaned and prepped before receiving a two part Epoxy primer coat and Urethane Topcoat.

SPEC-AL **Specification - AquaLaunch™**

1. AquaLaunch ENTRY BOX
 - 1.1 Launch mechanism which sits at approximately 20° to the vertical.
 - 1.2 Launch is through a transparent acrylic door.
 - 1.3 AquaLaunch has a glazed access door and front window for good viewing.
 - 1.4 AquaLaunch is complete with:
 - 1.4.1 Fully automatic trap door mechanism.
 - 1.4.2 Electro-mechanical locking unit.
 - 1.4.3 Sound module with loud speaker with music and countdown voice.
2. Electrical
 - 2.1 Master Control Panel: The master control equipment and switchgear is housed in a NEMA 12 enclosure designed for but not limited to the following:
 - 2.1.1 A passenger dispatch system complete with PLC and all programming. The system will optimize both safety and capacity of the ride.
 - 2.1.2 All necessary fuses, breakers and thermal overload protection devices.
 - 2.1.3 Indicator lights and displays.
 - 2.1.4 A double button depression action is required for launching of guests.

SPEC-CON-RR **Specification – Raft Return Conveyor**

Whitewater agrees to supply the raft return conveyor system for the waterslides in accordance with the following specification:

1. General Performance
 - 1.1 The system will transport rafts from the slide exit pool to the top of the platform and deliver them to the starting box, at a maximum rate of one raft every ten (10) seconds, and a typical belt speed of 36m (120 feet) per minute.
 - 1.2 The system is divided into two units; a feed conveyor with its tail end partially submerged in the pool, and the main incline unit which delivers the raft to the slide entry platform. The feed conveyor picks the rafts up out of the pool and delivers them to the main incline unit.
 - 1.3 The drive machinery for both conveyor sections are in a single frame positioned on the top of the deck. The feeder is slave driven off the tail of the main incline unit. A gravity take-up unit is used to maintain belt tension.
 - 1.4 Due to the conveyor design, there are no serviceable parts on the carrying surface of the main incline unit, therefore no walkway is provided on either side of the conveyor.
2. Material Specifications
 - 2.1 All materials will be suitable for outdoor and water slide installation and operation. This includes, where applicable, stainless steel or hot dip galvanized fasteners and structural elements, along with rubber or plastic fittings.
 - 2.2 Operator control panels will be stainless steel or polyester.
3. Electrical Controls
 - 3.1 Conveyor system to be provided with electrical controls including operator console, E-stops, motor controls, PLC, sensors.
 - 3.2 Dual photo eye control systems will automatically start and stop the conveyor as rafts are added and removed from the system.
 - 3.3 Weatherproof rated electrical enclosures to NEMA 4X /IP66.
 - 3.4 Torque limiting Motor Starter to allow for incremental starting to reduce wear and prolong system life.

- 3.5 Three-phase geared motor sized for the application and with voltage and frequency to suit local supply.
- 4. mounting
 - 4.1 Structural mounting points provided to accommodate conveyor mounting.



SPEC-CON-L Specification – Raft Launch Conveyor

Whitewater agrees to supply the raft launch conveyor system for the waterslides in accordance with the following specification:

1. General Performance
 - 1.1 This unit will be designed to transport rafts loaded with patrons. The conveyor will be sized to match the waterslide and raft size: two/three, four, or six person rafts. Each Launch can convey a maximum of one raft at a time with a dispatch rate controlled by the slide dispatch system to ensure safe ride operation.
 - 1.2 The conveying belt surface will typically be 100mm (4") wider than the raft and will transition the raft into the ride via an arching gravity roller conveyor designed to smoothly transition the patrons into the water slide.
 - 1.3 The Launch conveyor can be surface mounted above the deck surface or flush mounted in a recessed pit below deck level, and in-line with the slide entry geometry.
 - 1.4 Belt speed will be controlled by variable speed drive and optimized for patron dispatch throughput.
2. Material Specifications
 - 2.1 All materials will be suitable for outdoor and water slide installation and operation. This includes where applicable, stainless steel or hot dip galvanized fasteners and structural elements, along with rubber or plastic fittings.
 - 2.2 Gravity roller discharge conveyor consists of PVC rollers with stainless steel shafts and stainless bearings.
 - 2.3 Operator control panels will be stainless steel or polyester.
3. Electrical Controls
 - 3.1 Conveyor system to be provided with safety rated electrical controls including operator console, E-stops, motor controls, PLC, sensors (photo eyes and proximity), and traffic light.
 - 3.2 Weatherproof rated electrical enclosures to NEMA 4X /IP66.
 - 3.3 Variable Frequency Drive (VFD) motor control to reduce acceleration and deceleration forces on patrons.
 - 3.4 Operator console located for ergonomic access by operators.
 - 3.5 Automated control system to prevent patron launch while the ride is occupied. Traffic light visual feedback to advise patrons of launch.
 - 3.6 Three-phase geared motor sized for the application and with voltage and frequency to suit local supply.
4. SAFETY FEATURES
 - 4.1 Safety rated PLC.
 - 4.2 Pop-out rollers with safety rated proximity sensors on the arching gravity roller conveyor to detect a patron entrapment.
 - 4.3 Conveyor motor VFD equipped with Safe Torque Off (STO) to guarantee starting and stopping only upon command and when all safety functions permit.
 - 4.4 E-Stop control on the operator console.
 - 4.5 Barriers provided for surface mounting installations where necessary.
5. MOUNTING
 - 5.1 Four structural mounting points provided on the deck to accommodate the four launch conveyor mounting feet.
 - 5.2 Adjustable height feet to enable levelling of the conveyor to the platform.



SPEC-MB

Specification – Master Blaster® with Smart Blast

Whitewater agrees to supply the Master Blaster® in accordance with the following specification:

1. Waterslides
 - 1.1 Standard waterslide flume sections – refer to Waterslide standard SPEC.
 - 1.2 Dry launch conveyor dispatch system as standard equipment – refer to Raft Launch Conveyor SPEC.
 - 1.3 Risers on hill sections for safe rider evacuation.
 - 1.4 Uphill water jet nozzles integrated into ride surface.
2. Electrical CONTROLS
 - 2.1 Motor Control Centre (MCC): The main control equipment and switchgear is housed in a floor mounting NEMA 12/IP52 enclosure constructed of sheet steel with 200mm plinth bottom cable entry and door interlocked isolators – it must be installed in an air-conditioned room (customer supplied). The main control panel is designed for but not limited to the following:
 - 2.1.1 The cabinet contains variable frequency drives (VFDs) for the water jet pumps; and direct-on-line contactor for the slide start and other water pumps.
 - 2.1.2 A passenger dispatch and monitoring system complete with PLC and all programming to control and monitor rider dispatch and positioning within the ride. The system will optimize both safety and capacity of the ride.
 - 2.1.3 All necessary fuses, breakers and thermal overload protection devices.
 - 2.1.4 HMI, Indicator lights and pump/motor controls for maintenance and troubleshooting information.
 - 2.1.5 Main input power electrical components are sized to suit local electrical supply.
 - 2.2 Operator Console (OC): The console includes switches, indicators, and E-stop, to allow the operator to interface with the MCC and operate the slide safely. The OC enclosure is wall or pedestal mounted and rated to NEMA4/IP56.

- 2.3 All waterslide mounted sensors and NEMA4/IP56 rated junction boxes are supplied.
- 2.4 All slide egress points will be equipped with an E-stop.
- 2.5 Launch conveyor with traffic light to provide riders with visual indication of ride starting.

3. SAFETY FEATURES

- 3.1 Safety rated PLC.
- 3.2 Pop-out rollers with safety rated proximity sensors on the arching gravity roller conveyor to detect a patron entrapment.
- 3.3 Conveyor motor VFD equipped with Safe Torque Off (STO) to guarantee starting and stopping only upon command and when all safety functions permit.
- 3.4 E-Stop control on the operator console, end of slide, all egress locations, and the MCC.
- 3.5 Dual photo-eyes for rider detection and ride control.
- 3.6 Risers on hill sections for rider evacuation.
- 3.7 The Smart Blast feature will idle nozzle pumps when not required for safe ride operation.



SPEC-AS

Specification—AquaSplash

1. Description

AquaSplash is a ground mounted Splash Pad aquatic play product line that includes both interactive spray features and passive spray features.

 - Refer to project drawing set for site plan and specifications, foundation, loading and plumbing requirements as well as color and theming options.
 - Refer to installation drawing set for anchoring details and plumbing connection locations.
2. PRODUCTION CONSTRUCTION:
 - 2.1 Above ground aquatic play features shall be constructed of Stainless-Steel Type A304 or A304L, schedule 40 or 10. Stainless steel base plate materials will be 2B finish at 3/8" thick. Each spray fixture shall have a 1 1/2" NPT coupling water inlet.