

Agreement for Inspection

City of North Port, Florida

**Project #47053
Legacy Project #37372**

March 17, 2023



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.

Contents

- Parties..... 1
- Proposal 2
 - 1. Pricing – US dollars 2
 - 2. Terms of Payment 2
 - 3. Schedule..... 2
 - 4. Notice 2
 - 5. Scope of Work & Specifications 3
- Execution and Acceptance 6
- General Terms and Conditions..... 7
 - 1. Indemnification 7
 - 2. Limitation of Liability 7
 - 3. Insurance 8
 - 4. Safety and Client's Responsibilities 8
 - 5. Impossibility/Impracticability. 8
 - 6. Safety 8
 - 7. Independent Contractor 9
 - 8. Jurisdiction..... 9
 - 9. Language..... 9
 - 10. Entire Agreement..... 9
 - 11. Electronic Delivery 9
- Appendix 1 Insurance 10

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

Parties

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

The consultant, Whitewater West Industries Ltd. (WhiteWater)

With registered office at:

180-6651 Fraserwood Pl
Richmond, BC V6W 1J3 Canada
Tel: +1.604.273.1068 • Fax: +1.604.273.4518

A British Columbia corporation with incorporation number BC0398274 and a resident of Canada for income tax purpose with registration number 10567 3271 RC0001.

Formal notices to be addressed to the attention of:

Luc Benac, Commercial Manager (luc.benac@WhiteWaterwest.com)

AND

The Client, City of North Port, Florida (Client)

With registered office at:

.....

.....

.....

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

Formal notices to be addressed to the attention of _____, with an email
address of : _____.

Site Address at:
6205 West Price BLVD, North Port, Florida

.....

END OF SECTION

Proposal

1. Pricing – US dollars

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

Inspection of Aqualoop (Group A Slides and Tower).....\$4200 USD
Includes all travel and expenses
2 Days for a senior advisor on site
Final report and recommendation
Visual Check of AP Unit

Sales Tax

The Purchase Price is exclusive of any sales tax (if allowed by State Law).
If project is tax exempt, we will need proof of exemption, or we will add the appropriate taxes to our contract price as below.

The price quote is valid for thirty (30) days.

2. Terms of Payment

In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Client's payments shall be due forty-five (45) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. Whitewater must invoice Client for any interest accrued in order to receive the interest payment.

3. Schedule

Start of the on-site visit to be agreed upon by the Parties

4. Notice

All Communications with SELLER should be addressed to:

Name: Jeremy King
Whitewater West Industries Ltd.
180 - 6651 Fraserwood Place
Richmond, BC V6W 1J3 Canada
Tel: +1.250.870.1457 ext 487 • Fax: +1.604.273.4518
Email: Jeremy.king@whitewaterwest.com

All communications with the CLIENT should be addressed to:

Name: Trish Sturgess

Company: City of North Port, Florida

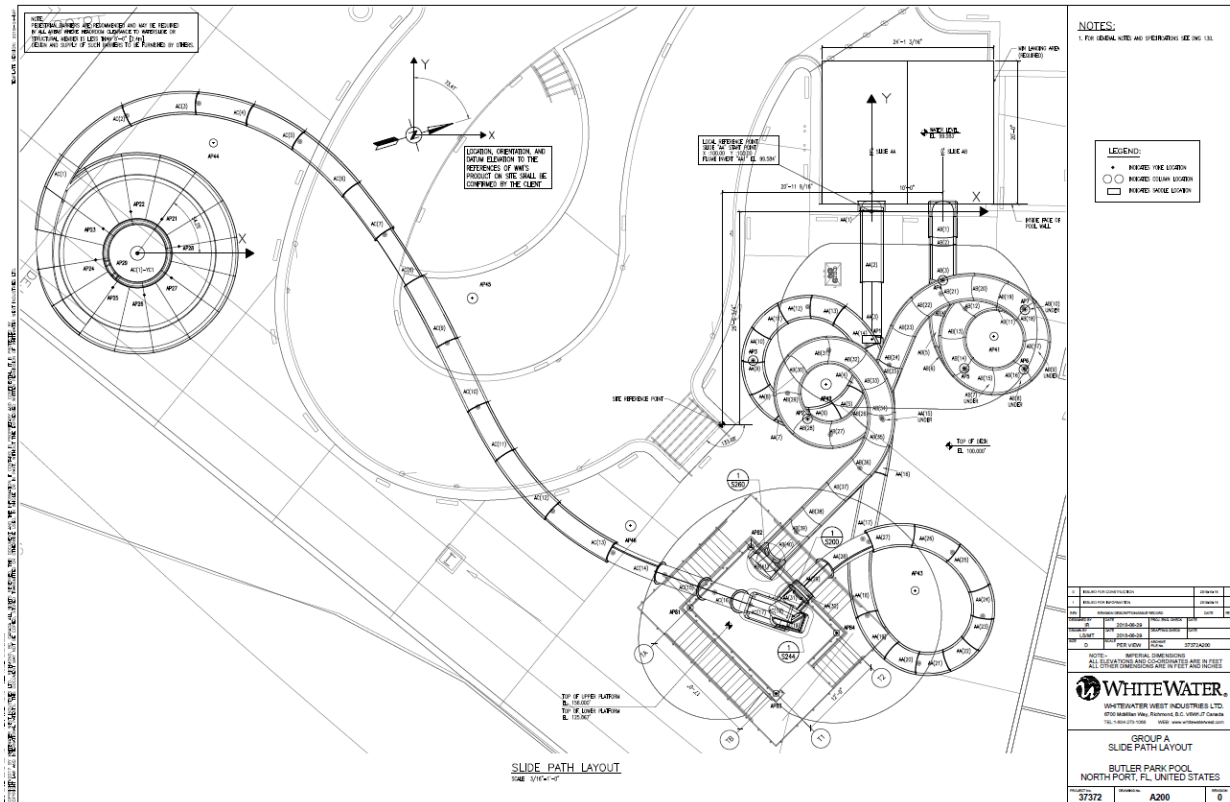
Address: 4970 City Hall Boulevard, North Port, Florida 34286

Tel: 941-429-3571

Fax:

Email:

5. Scope of Work & Specifications



This contract is an agreement between Client and WhiteWater to perform an inspection of the Aqualoop Slide Tower (Group A Slides) that recently sustained hurricane damage. Recommendation of parts to return slide to operation; parts list to be recommended in final report

Specifically, the following work will be performed:

- General observations
 - In the course of providing the work stated above, WhiteWater may observe certain conditions or issues through general observation which, if observed, WhiteWater will identify for further discussion with the Client
 - Visual inspection of AP Unit
- Summary report
 - A report detailing the observations and recommendations for the aspects stated above
 - Conceptual designs for any remedial actions identified
 - Recommended replacement parts

On Site Inspection- 2 Days

The assessment will be performed by an advisor having experience in the maintenance of the general kind of ride being assessed, according to the "Standards of Practice" based on WhiteWater's experience.

The Client understands the Standard of Practice does not include the assessment of, or any part of testing for, or determining the existence of latent defects, lack of code compliance, or other unsafe conditions, unless specifically stated above. Specifically, this assessment is mainly a visual and/or functional check of limited scope and does not include a comprehensive inspection of other aspects of the ride such as:

- Structural
- Mechanical
- Electrical/controls
- Ride vehicles

In the course of the work stated above, issues or concerns may be noted pertaining to aspects outside of the original stated scope of work. It is the responsibility of the Client to seek qualified specialists to perform a full evaluation of the ride to cover all aspects of the ride outside of the scope of this Agreement, as well as investigate further any item or component that is commented on in the assessment report.

Please note that performance of the service is contingent on the ability of our employees to travel safely and with reasonable constraint only to the site. We will follow Canadian and International guidelines along with our own internal risk prevention policies.

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

1. Required services/materials:
 - a. Safe access to slides
2. It is understood that enough resources and access will be supplied to WhiteWater to complete the work in the specified duration. It is understood the flumes have been winterized. The following where applicable:
 - a. The Client shall 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.
 - b. 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.
 - c. 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.
 - d. 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.
3. All mechanical systems and structures required to operate the ride will be safe and operational.
4. All electrical systems required to power and control the ride will be operable.
5. All required modifications and repairs.
6. To obtain any required special inspections, notices, steel fabrication inspections, concrete/steel material testing, or soils testing.
7. To obtain all licenses, permits and bonding, if required and make all submissions as required by local authorities.
8. To provide all 3rd party inspections as required by local authorities.
9. Access to all buildings, mechanical rooms, change rooms etc. as required for the project.
10. 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.
11. To provide adequate security to protect the construction materials, tools and equipment during the project.

12. 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.
13. Adequate toilet facilities within reasonable access to the work area.
14. Adequate waste disposal containers.
15. Any other expenses not specifically defined in WhiteWater's obligations.

Execution and Acceptance

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

CONSULTANT: WHITEWATER WEST INDUSTRIES LTD.

SIGNATURE

NAME

TITLE

DATE

CLIENT:

Approved by the City Commission of the City of North Port, Florida on _____, 2023.
CITY OF NORTH PORT, FLORIDA

By: _____
A. Jerome Fletcher, II, ICMA-CM, MPA
City Manager

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton, B.C.S.
City Attorney

General Terms and Conditions

1. Indemnification

WhiteWater will, at the request of Client/Owner and by virtue of this Agreement, make recommendations for the repair, retrofit, modification and recommendations for future maintenance and operation of the ride, (the "Recommendations"). Client/Owner will either choose not to perform some or all of the Recommendations, engage WhiteWater under a future agreement to perform some of all of the Recommendations that involve physical changes, or engage others to perform some of all of the Recommendations that involve physical changes.

Because WhiteWater has no control over Client/Owner's decisions to perform any of WhiteWater's Recommendations and in consideration of WhiteWater's agreement to perform the scope of work called for herein, , Client/Owner shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (this term includes 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 for those claims, demands or causes of action which arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Client/Owner, or anyone acting on Client/Owner's behalf, but also for any alleged contributing negligence, culpable conduct, error, or omission of WhiteWater or anyone's action on WhiteWater's behalf in connection with WhiteWater's scope of work herein.

This indemnity shall not apply to any sole negligence, intentional acts or gross negligence on the part of WhiteWater. However, in the case where Client/Owner has WhiteWater's Recommendations performed by others, Client/Owner shall indemnify WhiteWater even in the case of WhiteWater's sole negligence because Client/Owner will have had the opportunity to have one or more qualified experts perform investigation of the ride that should have discovered any sole negligence by WhiteWater.

Furthermore, nothing in this agreement requires Whitewater to perform any repairs on the Ride. Whitewater reserves the right to refuse to do future repairs if Whitewater, in its sole discretion, deems the repairs to be done are not sufficient to ensure the safe operation of the attraction

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF CLIENT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.

2. Limitation of Liability

WhiteWater assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. Client waives any claim for consequential, exemplary, special, or incidental damages or for the loss of use. Client acknowledges that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the assessment for the agreed-upon fee.

3. Insurance

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.

4. Safety and Client's Responsibilities

WhiteWater will undertake its assignments only under safe working conditions. The Client shall be responsible for all reasonable costs, which may be incurred to establish safe working conditions at the site of the work. If the Client supplies resources (including personnel or material) in support of the Services, Client is responsible for all costs involved with such resources. In the case of material or equipment, Client is responsible for all maintenance, ongoing expenses and upkeep of all such material. In the case of personnel, Client is responsible for all wages, salaries, and benefits or other like expenses.

- a) if Site access is necessary, arrange for WhiteWater's employees, agents and consultants' access to the Site at such time or times as are agreed between the Client and the WhiteWater and as are reasonable or necessary for the WhiteWater to enable it to perform the Services.
- b) make available to WhiteWater all relevant information or data pertinent to the Services, or reasonably necessary for the planning and provision of the Services and assist WhiteWater to obtain all documents, information and advice in the possession, knowledge or control of the Client, its employees, agents and consultants necessary for WhiteWater to provide Services;
- c) make available to WhiteWater all relevant information or data pertinent to the Site which is required by WhiteWater, or reasonably necessary for the planning and provision of the Services and assist WhiteWater to obtain all documents, information and advice in the possession, knowledge or control of the Client, its employees, agents and consultants relating to the Site;

5. 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 Agreement 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 or services. WhiteWater shall have such additional time to ship and/or deliver the goods or services as may be reasonable or appropriate under all circumstances.

6. Safety

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

7. Independent Contractor

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

8. Jurisdiction

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

9. Language

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

10. Entire Agreement

This Agreement represents the entire and integrated agreement between the Client and WhiteWater and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and WhiteWater. The Client Purchase Order's Terms are of no force and effect unless signed and accepted by WhiteWater. Any amendments changing Client's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of Client that do not change Client's financial obligations under this Agreement.

11. Electronic Delivery

This Agreement may be executed and delivered in one or more counterparts and by, 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. Electronic signatures shall be deemed to be original signatures.

END OF SECTION

Appendix 1 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)
11/21/2019

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 E-MAIL ADDRESS: glagaditis@bflcanada.ca | FAX (A/C No): 604-683-9316 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Whitewater West Industries Ltd. 6700 McMillan Way Richmond, BC V6W 1J7 | 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 INSD | SUBR 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 1000122366-13 | 11/30/2019 | 11/30/2020 | 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 - COMPI/OP 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"/> 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) \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 1000047349-13 | 11/30/2019 | 11/30/2020 | EACH OCCURRENCE \$ 5,000,000 USD AGGREGATE - GENERAL \$ 5,000,000 USD | |
| | 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 \$ |
| B | Excess Liability (Occurrence Based Policy) | | | UFP 0060828-02 | 11/30/2019 | 11/30/2020 | \$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**CANCELLATION**

| | |
|------------------------|--|
| To Whom It May Concern | 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> |

© 1968-2014 ACORD CORPORATION. All rights reserved.

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.

Conditions of Insurance Coverage (continued)

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2019

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 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: George Lagaditis</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 604-678-5447</td> <td>FAX (A/C, No): 604-683-9316</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: glagaditis@bflcanada.ca</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Liberty Mutual Insurance Company</td> <td>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> | 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 | | INSURER A: Liberty Mutual Insurance Company | NAIC # | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Whitewater West Industries Ltd. 6700 McMillan Way Richmond, BC V6W 1J7 | | | | | | | | | | | | | | | | | | | | | |

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| | 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 <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE - GENERAL \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. DISEASE - EA ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability (Claims Made) | | | PLTOAAW95R007 | 11/30/2019 | 11/30/2020 | Each Loss \$2,000,000 USD Aggregate per Policy Period \$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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WHITewater®

Entertain the Possibilities



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