

Date Sent: 8/19/2024

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2023-0904

**Contract #:** 20240021

**Start date:** 1/12/2024

**End date:** 5/20/2024

**Amount:** \$ 38,115.00

**Contingency Amount:**

**Department:** Public Works

**Total Contract Amount:**

**Contract Type:** Contractor

**Contractors Name:** WhiteWater West Industries Ltd.

**Status of Ownership:** N/A

**Status of Sub:** N/A

**Certification:** Attached

Self-Certifying

Did not disclose

**Contract Description:** 2024 CPAC Slide Preventative Maintenance.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
WhiteWater West Industries Ltd FOR 2024 CPAC Preventative Maintenance**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 12th day of January, 2024, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and WhiteWater West Industries Ltd (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the 2024 CPAC Preventative Maintenance (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:

- The Contractor’s Proposal/Bid No. 47889, and dated August 3, 2023; and/or
- Village of Orland Park ITB/RFP/Purchase Order No. \_\_\_\_\_.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. Payment:

A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$38,115.00 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$38,115.00, plus \$0.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$38,115.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$38,115.00. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

B. Invoices: The Contractor agrees to and shall prepare and submit:

- an invoice to the Village upon completion of and approval by the Village of the Work; or
- invoice for a 50% deposit prior to commencing work, and an invoice for 50% upon completion.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the

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Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

~~3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.~~

~~A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.~~

~~B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.~~

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Services as set forth in the Contractor's proposal dated August 3, 2023 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
- Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than January 12, 2024 (hereinafter the "Commencement Date"), and

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shall be completed no later than May 20, 2024 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

- B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
- C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

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- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
13. Insurance:
- A. Prior to Commencement of Work:
- (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:  
 Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:
- (i) Commercial General Liability:
- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations

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of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
  - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
  - (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
  - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
  - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii)  Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;  
(Required for large construction projects; applicable if box is checked)
- (iii)  ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
- (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
  - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v)  Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;  
(Required for a general contractor on a building construction project; applicable if box is checked)

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- (vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and  
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
- (viii)  Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
  - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.  
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes

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liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
  - J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
  - K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
  - L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
  - M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
  - N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
  - O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
14. Indemnity:
- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise

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accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform

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this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

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19. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. Prevailing Wage Act Notice [Check box that applies]:  
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.  
 The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.  
This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates

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and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24.  Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.
26. Standard Specifications:
- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply

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to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

- 27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
- 28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
- 29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
- 30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
- 31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance

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within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

34. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Mike Mazza  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6108  
Email: mmazza@orlandpark.org

**To the Contractor:**

Name: Luc Benac  
WhiteWater West Industries Ltd  
180-6651 Fraserwood Place  
Richmond, BC, V6W 1J3  
Telephone: 604-273-1068  
e-mail: luc.benac@WhiteWaterwest.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

35. **Illinois Freedom of Information Act:** The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request

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received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties

- 36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

WhiteWater West Industries Ltd

VILLAGE OF ORLAND PARK

E-SIGNED by Luc Benac  
By: on 2024-01-15 18:23:43 GMT

E-SIGNED by George Koczwarra  
By: on 2024-01-15 21:16:43 GMT

Name: Luc Benac

Name: George Koczwarra

Its Director, Commercial and Risk Management & Authorized Agent

Title: Village Manager

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EXHIBIT A  
[ATTACH]  
Scope of Work as set forth in Contractor's Proposal dated August 3, 2023  
or Village RFP, ITB, and/or Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

**\*1289151-01-16-16\***

## Preventative Maintenance – 2024 Orland Park

**Village of Orland Park**

Orland Park, IL

Project #47889

August 3, 2023



**WHITEWATER.**

EST. 1980

This document contains a formal quotation. 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 today.

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

## Parties

---

This agreement 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 RC0001.

**Formal notices to be addressed to the attention of:**

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

**AND**

**The purchaser, Village of Orland Park  
(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 .....

( ..... @ ..... )

END OF SECTION

# Proposal

## 1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the Slide Restorations Services:

Products & Services	As per Spec
Preventative Maintenance	MS

ON-SITE SERVICES	Number of man-days	Notes
<input checked="" type="checkbox"/> Refurbishing of Equipment	4	Prevailing Wages , 64 hours maximum based on a seven day workweek

### NOTES:

**Bonding requirements are EXCLUDED**

## 2. Delivery

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2010) or as might be specified, amended or clarified below:

### **DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2010)**

- 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.
- WhiteWater is responsible for export clearance and 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.
- Seller is responsible for unloading

Named Port or Place of Destination is: **15600 West Ave, Orland Park, IL 60462**

### **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. Pricing – USD dollars

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

**\$38,115 USD**

#### Sales Tax

The Purchase Price is **exclusive** of any sales tax as Village of Orland Park has claimed Tax Exemption

The price quote is valid for forty-five (45) days.

### 4. Payment Terms

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

<b>DEPOSIT PAYMENT</b>	50% =	<b>\$ 19,057.50</b>
<b>FINAL PAYMENT</b> Upon issuance of Certificate of Commissioning (as per General Terms and Conditions Paragraph 6 Completion)	50% =	<b>\$ 19,057.50</b>
<b>TOTAL</b>		<b>\$ 38,115.00</b>

Banking information to be presented under separate cover after execution of the contract.  
Overdue payments are subject to a 1.5% per month interest charge.

### 5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **01/31/2024**, the targeted date for commissioning of the equipment is **05/15/2024**.

Purchaser's initial \_\_\_\_\_

## 6. Notice

All Communications with SELLER should be addressed to:

Name: Kyle Seeman  
Whitewater West Industries Ltd.  
180-6651 FRASERWOOD PL  
RICHMOND BC V6W 1J3  
Tel: +1-763-528-3707  
Fax: +1-604-273-4518  
Email: [kyle.seeman@whitewaterwest.com](mailto:kyle.seeman@whitewaterwest.com)

All communications with the PURCHASER should be addressed to:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## 7. Execution and Acceptance

This agreement 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 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.

**SELLER: WHITEWATER WEST INDUSTRIES LTD.**

-----  
**SIGNATURE**

-----  
NAME

-----  
TITLE

-----  
DATE

-----  
**PURCHASER:**

-----  
SIGNATURE

-----  
NAME

-----  
TITLE

-----  
DATE

## Scope of Work & Specifications

### EXCLUSIONS to WHITEWATER SCOPE OF WORK:

1. All demolition and repairs to decks, fences, and landscaping, including deck ropes, fences, or barriers of any kind.
2. Modifications of any to the pool.
3. Special inspections, notices, steel fabrication inspections, concrete/steel material testing, soils testing.
4. To perform submissions to building authorities and obtain necessary building permits.
5. To obtain all licenses, permits and bonding, if required and make all submissions as required by local authorities.
6. To provide all 3rd party inspections as required by local authorities.
7. To provide disposal of all waste materials.
8. Any other expenses not specifically defined in WhiteWater's obligations.

On-Site Services	Seller	Client	Reference
Preventative Maintenance	■		MS
Items that are the responsibility of the Purchaser or their Agents		■	PRC

**MS**

### **SPEC-MS** **Specification – Maintenance Services**

- ~~1. Preventative Maintenance Assessment: our technician will conduct a visual inspection of all fiberglass, steel components and hardware and provide a written report that includes the current condition of the product with recommended repair or replacement options with a detailed cost analysis.~~
2. Repair leaks in the slides: our service technicians will employ specific techniques developed by WhiteWater to repair leaking slide joints. Leaking joints can cause slips and falls on walkways and premature corrosion of steel structures.
3. Repair uncomfortable buckles or joints in the body path: a misaligned joint or compression buckle can be uncomfortable for riders; our technician will inspect the joints and remove misalignments and buckles that cause rider discomfort.
4. Repair minor scratches, chips and blemishes in the gel coat and paint surface: chips and scratches can become unsafe if not repaired; improper repairs can also be a hazard to riders. Our technicians will ensure that all repairs are completed to insure rider safety and the durability of the repair
5. Replace eroded Caulk in the Slide joints: pool chemicals dissolve the caulking between the slide joints', topping up this caulking ensure a smooth ride for your guests and reduces the risk of future leaks.
6. Clean the interior surface of the slides including slide entries and shutdown lanes. Hard water deposits/white scale and lotions make slides dull and appear old and dilapidated, removing hard water deposit and lotion build-up gives the slides that "like new" appearance that customers seek.
7. Wax the interior Slide surfaces. A professional Wax and Polish enhances that "like New" shine and luster, protecting your gel coat from wear and UV deterioration.
- ~~8. Check Slide water flows, run-out lane performance and Rider Throughput. Over time as pumps and water supply equipment deteriorate, water flows can change and create inefficient rider~~

throughput. Our experienced technician can work with you to reduce your line up wait times by improving your dispatches per minute.

## **PRC** Purchaser Requirements – Construction (PRC)

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

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

## General Terms and Conditions

### 1. Indemnification

- a. ~~Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants 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 warnings/instructions accompanying WhiteWater's equipment.~~
- ~~However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.~~
- b. ~~If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment.~~
- c. ~~If Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:~~
- ~~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. ~~On-site repair period: Insurance~~

- i. ~~Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability up to \$10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.~~
- 1.1.1 ~~Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions and under the limited time frame of the On-site repair Period. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.~~
- 1.1.2 ~~Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the Installation Project Period. The additional insured status terminates at the end of the On-site repair Period regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.~~
- ii. ~~WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of \$1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.~~

### b. ~~Post Installation Period: Insurance~~

- i. ~~Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability of no less than \$5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom.~~
- 1.1.3

## 3. Transfer of Risk and Title

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

## 4. Delays or Suspension by Purchaser

- a. ~~While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead~~

~~and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible~~

- ~~b. Separate and apart from the costs set forth above, should WhiteWater be required to store work in progress and/or finished goods for a period of more than fourteen (14) days WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.~~
- ~~c. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.~~

#### **5. Delays by WhiteWater**

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

#### **6. Impossibility/Impracticability.**

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

#### **7. Waiver of Consequential Damages**

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

#### **8. Termination**

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

## **9. Completion**

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

## **10. Correction Period and Express Limited Warranties**

- ~~a. Correction Period. For a period of twelve (12) months from the date of completion of the work, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material or workmanship; provided the Equipment has been paid in full.~~

## **11. Change Orders**

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

## **12. Third Party Review Requirements**

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

## **13. Design Code and Special Design Considerations**

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

## **14. Standard of Care**

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

## **15. Safety**

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

#### **14. Assignment**

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

#### **17. Independent Contractor**

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

#### **18. Taxes**

~~Unless otherwise contemplated in the Specific Terms and Conditions, all payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Purchaser is compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.~~

#### **19. Jurisdiction**

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

#### **20. Language**

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

#### **21. Electronic Delivery**

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

#### **22. Project Images**

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

END OF SECTION

## Appendix 1 Drawings

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## Appendix 2 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. Architect or Project Engineers are not indemnified parties and are not added as Additional Insured.
  - Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/30/2022

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 Risk and Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3	CONTACT NAME: George Lagaditis	PHONE (A/C No. ext): 604-678-5647	FAX (A/C No.): 604-683-9316
	E-MAIL ADDRESS: glagaditis@bflcanada.ca		
INSURED  Whitewater West Industries Ltd. aka Whitewater West Industries Inc. aka FlowRider Inc. 180 6651 Fraserwood Place Richmond, BC V6W 1G3	INSURER: Liberty Mutual Insurance Company		INSURER #
	INSURER: Arch Insurance Canada Ltd.		
	INSURER:		
	INSURER:		
	INSURER:		

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 EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD. LTR.	TYPE OF INSURANCE	ADD. INSD.	SUBS. (W/O)	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			T91 671-170574-012 / 1000122366-16	11/30/2022	11/30/2023	EACH OCCURRENCE \$2,000,000 USD
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						PERSONAL & AUTO INJURY \$
	CENTRAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000 USD
	AUTOMOBILE LIABILITY						PRODUCTS - COMPOSITE \$2,000,000 USD
	<input type="checkbox"/> ANY AUTO						Non-Owned Automobile Liability \$2,000,000 USD
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (All weather) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (As passed) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		1000047349-16	11/30/2022	11/30/2023	EACH OCCURRENCE \$5,000,000 USD
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000 USD
	<input type="checkbox"/> DEL. <input type="checkbox"/> RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE OFF-ER
	ANY FURTHER CONTRACTS OR EXCLUSIONS OF WORKERS COMPENSATION (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EMPLOYEES \$
B	Excess Liability (Per Occurrence)			UFP 008028-05	11/30/2022	11/30/2023	\$3,000,000 USD Each Occurrence and in the Aggregate in excess of the underlying Umbrella Liability Limits

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

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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

**SCHEDULE**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All entities where required by contract with the Insured and to whom a certificate of insurance has been issued.	As required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

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

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

"Insured contract" means:

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

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

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



**Endorsement No. 36**  
**WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY**

---

Effective Date: 11/30/2020

Policy Number: 1000122366-14

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

Issued by: Liberty Mutual Insurance Company

Broker: BFL Canada Insurance Services Inc. – Vancouver

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

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*Paulyne Shalme*

Authorized Representative of  
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy  
Liberty Mutual Insurance Company

## Endorsement No. 23 NON-OWNED AUTOMOBILE

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

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

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

### ADDITIONAL AGREEMENTS OF THE INSURER

It is agreed that the Insurer will:

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

### REIMBURSEMENT OF THE INSURER

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



Commercial General Liability Policy

Liberty Mutual Insurance Company



GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

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

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

2. HIRED AUTOMOBILES

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

3. TWO OR MORE AUTOMOBILES

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

STATUTORY CONDITIONS

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

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Handwritten signature: Padmaja Sharma

Authorized Representative of Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy
Liberty Mutual Insurance Company

**Endorsement No. 25**  
**POLLUTION EXCLUSION**  
**LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT**

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

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



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

4. As used in this Endorsement:

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

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

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

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*Paulya Sharma*

Authorized Representative of  
 Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
12/06/2022

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).

<b>PRODUCER</b>  Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116	<b>CONTACT NAME:</b> Hilary Parker <b>PHONE:</b> (403) 663-2807 <b>FAX:</b> (403) 663-2807 <b>E-MAIL ADDRESS:</b> hilary.parker@libertymutual.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Whitewater West Industries Inc. 216 Fiddlers Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	<b>INSURER A:</b> Employers Insurance Company of Wausau
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

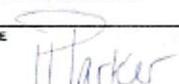
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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.

INS/LTR	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NO.	POLICY EFF. DATE (MMDDYYYY)	POLICY EXPI. DATE (MMDDYYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ 3 DAMAGE TO RENTED PREMISES (Sub-tenant) \$ 3 MED EXP (Any one person) \$ 3 PERSONAL & ADV INJURY \$ 3 GENERAL AGGREGATE \$ 3 PRODUCTS - COMP/OP AGG. \$ 3 \$ 3
	<b>AUTOMOBILE LIABILITY</b> <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 (Per accident) \$ 3 BODILY INJURY (Per person) \$ 3 BODILY INJURY (Per accident) \$ 3 PROPERTY DAMAGE (Per accident) \$ 3 \$ 3
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ 3 AGGREGATE \$ 3 \$ 3
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) YES    NO    N/A    Y/N    N/A		WCC-B71-170574-032	11/30/2022	11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation Includes coverage for all states of the USA, excluding Monopolistic states.  
 Employers Liability Includes coverage for all states of the USA (Stop Gap Employers Liability for Monopolistic states).

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Not applicable in NJ.

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

**Schedule**

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

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

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

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

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

Issued by Employers Insurance Company of Wausau 15555

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

Issued to Whitewater West Industries Inc.

WC 00 03 13  
Ed. 04/01/1984

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Page 1 of 1



## SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

- **Coverage: Commercial General Liability**

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

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

- **Coverage: Automobile Liability**

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

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

- **Coverage: Automobile Liability**

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

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

- **Coverage: Automobile Liability**

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

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

- **Coverage: Automobile Liability**

**Insurer:** Insurance Corporation of British Columbia



CA ALL 688 04 13

Liberty Mutual Insurance Company

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

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

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

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

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

**Description:** US-EL  
Liberty Mutual Insurance.

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

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

**Limits:**

Bodily Injury by Accident:

CAD \$1,000,000 Each Accident

Bodily Injury by Disease:

CAD \$1,000,000 Each Employee

Bodily Injury by Disease:

CAD \$1,000,000 Policy Limit



CA ALL 688 04 13

Liberty Mutual Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):  
12/07/2022

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 Risk and Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3	CONTACT NAME: George Lagatidis	TAX ID No.:
	PHONE (A.C. No. Ext): 604-678-5467	604-693-9316
	E-MAIL ADDRESS: glagatidis@bflcanada.ca	
INSURED  Whitewater West Industries Ltd. c/o Whitewater West Industries Inc. c/o FlowRider Inc. 180 6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Insurance Company	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**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 EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LINE	TYPE OF INSURANCE	ADDL. SUBS. (IND) (IND)	POLICY NUMBER	PRODUCT EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COEXIST					PRODUCTS-COMPLETED OPERATIONS (for auto) \$
						BODILY INJURY (for auto) \$
						PERSONAL & ADJ. INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES FOR:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> AUTO <input type="checkbox"/> LOC					PRODUCTS - COMPLETED OPERATIONS \$
	<input type="checkbox"/> OTHER					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (for auto) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (for auto) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (for auto) \$
<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (for auto) \$	
UMBRELLA LIAB	<input type="checkbox"/> COEXIST				EACH OCCURRENCE \$	
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	<input type="checkbox"/> LTD <input type="checkbox"/> RETENTION S				\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATE / OTHER \$	
ANY PROGRAM CONTAINING EXECUTIVE OFFICERS/DIRECTORS/KEY EMPLOYEES (Mandatory in WA. If yes, describe under DESCRIPTION OF OPERATIONS below)					E.L. EACH ACCIDENT \$	
					E.L. DISEASE - EMPLOYEE \$	
					E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability (Gains Made)		PLVAAA95R010	11/30/2022	11/30/2023	Each Covered Incident \$2,000,000 USD Aggregate Limit \$2,000,000 USD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROMSIONS.  BFL CANADA Insurance Services Inc. Per: <i>G. Lagatidis</i>
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ACORD 25 (2014/01)

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## Appendix 3 Wire Transfer Information

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Telegraphic Transfer payments are to be made by direct deposit to:

### CAD FUNDS

A/C NUMBER: 734239-001  
A/C NAME: Whitewater West Industries Ltd.  
BANK NAME:  
HSBC Bank Canada  
885 W. Georgia  
Vancouver, B.C.  
Transit: 10020  
Institution: 016  
SWIFT CODE: HKBCCAT

### USD FUNDS

A/C NUMBER: 734239-070  
A/C NAME: Whitewater West Industries Ltd.  
BANK INFORMATION:  
Correspondent Bank: HSBC Bank USA  
SWIFT Code MRMDUS33  
Routing: 021 001 088  
A/C 000050881  
  
Beneficiary Bank: HSBC Bank Canada  
885 W. Georgia  
Vancouver, B.C.  
Transit: 10020  
Institution: 016  
SWIFT CODE: HKBCCAT



# WHITEWATER®

Entertain the Possibilities



## HEAD OFFICE

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Head Office (Vancouver)  
+1.604.273.1068  
[whitewater@whitewaterwest.com](mailto:whitewater@whitewaterwest.com)  
[www.whitewaterwest.com](http://www.whitewaterwest.com)



## REGIONAL OFFICES

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Asia Pacific Office (Shanghai)  
+86 21 32567586  
[whitewater@whitewaterwest.cn](mailto:whitewater@whitewaterwest.cn)  
[www.whitewaterwest.cn](http://www.whitewaterwest.cn)

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Middle East Office (Dubai)  
+971 (0) 4 422 9318

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Europe Office (Barcelona)  
+34 932 504 431

 **ORLAND PARK**  
CERTIFICATE OF COMPLIANCE

The undersigned Kyle Seeman  
(Enter Name of Person Making Certification)

as VP, Performance Services & Life Floor  
(Enter Title of Person Making Certification)

and on behalf of WhiteWater West Industries Ltd, certifies that:  
(Enter Name of Business Organization)

1) **A BUSINESS ORGANIZATION:** Yes  No

Federal Employer I.D. #: 98-0126754  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- Sole Proprietor  
 Independent Contractor (Individual)  
 Partnership  
 LLC

Corporation British Columbia, Canada September 20, 1982  
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned  Small Business  ([SBA standards](#))  
Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

How are you certifying? Certificates Attached  Self-Certifying

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned  Small Business  ([SBA standards](#))  
Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

**3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes  No**

The Bidder is authorized to do business in the State of Illinois.

**4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes  No**

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

**5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes  No**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

**6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes  No**

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) **PREVAILING WAGE COMPLIANCE:** Yes  No

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes  No

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: \_\_\_\_\_

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**Brief Description of Program:**

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9) **TAX COMPLIANT:** Yes  No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
*Signature of Authorized Officer*

Luc Benac

\_\_\_\_\_  
Name of Authorized Officer

Director Legal & Risk Management

\_\_\_\_\_  
Title

2023-12-12

\_\_\_\_\_  
Date



# ORLAND PARK

## INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

**WORKERS' COMPENSATION & EMPLOYER LIABILITY**

Full Statutory Limits - Employers Liability  
 \$500,000 – Each Accident \$500,000 – Each Employee  
 \$500,000 – Policy Limit  
 Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
 Bodily Injury & Property Damage

**GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence  
 Bodily Injury & Property Damage  
 \$2,000,000 – General Aggregate Limit  
 \$1,000,000 – Personal & Advertising Injury  
 \$2,000,000 – Products/Completed Operations Aggregate  
**Additional Insured Endorsements:** *(not applicable for Goods Only)*  
 ISO CG 20 10 or CG 20 26  
 and  
 CG 20 01 Primary & Non-Contributory  
 Blanket Waiver of Subrogation in favor of the Village of Orland Park

CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

*In addition to the above, please provide the following coverage, if box is checked.*

**LIABILITY UMBRELLA (Follow Form Policy)**  
 \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate  
 \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
 Other: \_\_\_\_\_

**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability

**PROFESSIONAL LIABILITY**  
 \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
 \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
 Other: \$8,000,000 Limit  
 Deductible not-to-exceed \$50,000 without prior written approval

**BUILDERS RISK**  
 Completed Property Full Replacement Cost Limits – Structures under construction

**ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**  
 \$1,000,000 Limit for bodily injury, property damage and remediation costs  
 resulting from a pollution incident at, on or mitigating beyond the job site

**CYBER LIABILITY**  
 \$1,000,000 Limit per Data Breach for liability, notification, response,  
 credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required

9/9/22

LB

**a. On-site repair period: Insurance**

- i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability up to \$10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.
- 1.1.1 Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions and under the limited time frame of the On-site repair Period. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.
- 1.1.2 Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the Installation Project Period. The additional insured status terminates at the end of the On-site repair Period regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.
- ii. WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of \$1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.

Endorsements to follow

A handwritten signature in black ink, consisting of a stylized 'L' followed by a horizontal line and a flourish.







**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

However:

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

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

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

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

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

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

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

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

**SCHEDULE**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement entered into prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



## 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 and KY.

### Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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.

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

In the states of AR, AZ, CO, IN, NY, OK, TN 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, FL, IA, NV and OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of VA, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of HI, the premium charge is \$250 and determined as follows:  
The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of MA, the premium charge is 1% of the total manual premium.

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

In the states of GA, ID, IL, MI, MN, MS, MO, NC, PA, SC, SD, VT and WV,

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

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-B71-170574-033

Effective Date

Premium \$

Issued to Whitewater West Industries Inc.

Endorsement No.



# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

File Number: 2023-0904

File ID: 2023-0904

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/15/2023

Agenda Entry: 2024 CPAC Slide Preventative Maintenance

Final Action: 12/04/2023

Title: 2024 CPAC Slide Preventative Maintenance

### Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - WhiteWater

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/15/2023	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/04/2023	APPROVED Aye: 7 Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau Nay: 0				Pass

### Text of Legislative File 2023-0904

..Title

2024 CPAC Slide Preventative Maintenance

#### History

Implementing an annual preventative maintenance program for the seven (7) slides and one (1) play feature located at the Centennial Park Aquatic Center (CPAC) has been a long-term objective of the Public Works Department. In 2022, Public Works established an annual Slide Preventative Maintenance program wherein the slide manufacturer, WhiteWater West Industries LTD, completes preventative maintenance services on all slides prior to the start of the pool season.

Annual preventative maintenance on pool slides is key to extending the life of each

slide, and ensures ideal slide performance and safety for patrons. The preventative maintenance scope of work includes the repair of minor scratches, caulking and joints, as well as the cleaning and waxing of the slide interiors. Slide water flow rates are also tested for optimal safety and performance.

As such, the Public Works Department is requesting approval of the proposal from WhiteWater for 2024 Slide Preventative Maintenance for an amount not to exceed \$38,115.00.

**Financial Impact**

The FY2024 budget includes funding for Slide Preventative Maintenance in the amount of \$38,500.00 in GL account 2008010-443150.

**Recommended Action/Motion**

I move to approve the proposal from WhiteWater West Industries LTD dated August 3, 2023 for 2024 CPAC Slide Preventative Maintenance for an amount not to exceed \$38,115.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.