

EXHIBIT A

SCOPE OF SERVICES

Project Description

City of San Leandro owns and operates the Washington Manor Park Aquatic Center located at 14900 Zelma St., which has been scheduled for rehabilitation. The play structure will be replaced as part of the rehabilitation.

Description of Work

Consultant shall perform all engineering design services, project management services, and construction services required to successfully furnish and install a fully functional play structure in the existing pool. The scope of services shall be based on the proposal for the work dated May 03, 2023 and titled, 'Washington Manor Park'.

Exhibit A will be the governing scope of services. Exhibit A.1 will supplement and not be used as basis to hold City of San Leandro liable for payment or completion of any additional work required as intended by this agreement. Additional work where site significantly varies as described by as-builts are an exemption.

Task 1: Project Management

Consultant shall provide a single point of contact (Project Manager) who shall act as the primary point of contact for communications.

Task 2: Design

Consultant shall perform all necessary design required to manufacture and install the new play structure on existing pedestal. Design shall include mechanical schematics required for slide water supply system, inclusive of specification of pumps, valves, filters, flow meters, nozzles, etc. Design shall include electrical detail for grounding, aquaplay structure and interactive features.

Task 3: Permitting

Consultant shall provide all necessary documentation for permits needed to install the play structure and its appurtenances.

Task 4: Installation

Consultant shall provide all necessary labor, tools and equipment required to completely install Whitewater supplied equipment ready for public use. Crew expenses, including transportation, lodging, meals and other per diems are herein included in this task.

Task 5: Commissioning

Consultant shall provide all necessary testing for its supplied equipment, certify that the equipment is compliant with the vendor's product and applicable standards, provide basic training to staff for the operation and maintenance of the play structure.

Task 6: Post-Commissioning

Consultant shall provide Operations and Maintenance manual and 12-month warranty upon the acceptance of the installation.

Deliverables:

- 1) Play Structure – Aquaplay Custome Model AP150TB – RTP.
- 2) Ready-to-Play Beach Theme.
- 3) All required documentation for Permits – from City of San Leandro Community Development Department – Building Section and/or Alameda County Department of Health.
- 4) Piping, valves, fittings, filters, etc. to supply water from consultant’s supplied stub ups to waterslides and interactives.
- 5) Signage information
- 6) Operations and Maintenance Manual
- 7) 12 month warranty effective from date of installation acceptance.

City to provide:

- 1) Local code requirements for the ride and installation.
- 2) Site plans in CAD/pdf format - Where applicable, final pool plan with deck elevations, water levels, and pool wall cross sections
- 3) Demolition and off haul of existing play structure, cut anchors flush to pool floor & clear all existing structures (excludes stub up).
- 4) Lay-down area for equipment pre-assembly and storage.
- 5) Will answer RFI’s as needed for design work. Answers will be limited to known information, or field measured and be approximate. City will not be responsible for additional survey or other work required.
- 6) Permits – City will submit permits and provide payment for permits required to complete work. City will provide consultant comments or requests received from permitting agency pertaining to play structure for resubmission as needed for permit approval.

Schedule:

Consultant shall deliver, install and commission play structure no later than April 1st, 2024 ; this includes all outstanding records shall be provided by.

Penalties for Delays (Liquidated Damages)

Time is of the essence in this Agreement. By execution of the Agreement, the City and the Contractor agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor’s failure to fully perform the work or to fully perform all of the Contractor’s obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that when Contractor is the sole cause of the delay, the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$2,575**

per day for each and every calendar day completion of the work or performance of all of the Contractor’s obligations that have accrued pursuant to the agreement is delayed beyond the time for completion up to a maximum amount equal to 10% of the contract value.

Conversely, if the delay to completion is caused by the sole actions of the City or its agent, the project schedule shall be adjusted accordingly and consultant shall be compensated for costs related to demobilization and mobilization of equipment and its crew. In addition, consultant shall be due actual costs related to the storage of finished goods after 14 days from scheduled date of delivery plus 10% administration fee.

<p>Installation Advisory</p> <p>The following conditions apply to the specified duration of man days included in the contract: - Duration is based on a five-day work week and limited working hours of 7:00 am – 6:00 pm on working days. Work will not be allowed outside of normal working hours described. Authorization may be requested for working hours outside of normal working hours by submittal of written request to the engineer specifying work done , crews to be working, hours of work, and reason for request. The Engineer shall determine the time required between the Contractor’s notice and the proposed start of work outside normal working hours, in no case shall the time be less than seventy-two (72) hours. This paragraph creates no obligation for the Engineer to approve work outside normal working hours.</p>
<p>City Holidays- Non Working days</p> <ol style="list-style-type: none"> 1. January 1 (New Year’s Day). 2. The third Monday in January (Martin Luther King Jr.’s Birthday). 3. February 12 (Lincoln’s Birthday). 4. The third Monday in February (Washington’s Birthday). 5. March 31 (Cesar Chavez Day) 6. The last Monday in May (Memorial Day). 7. June 19 (Juneteenth Day) 8. July 4 (Independence Day). 9. The first Monday in September (Labor Day). 10. November 11 (Veterans’ Day). 11. The fourth Thursday in November (Thanksgiving Day). 12. The day after Thanksgiving Day. 13. December 24 (Christmas Eve) through December 31 (New Year’s Eve)
<p>If there are any “down days” where crew are prevented from accessing the project site these “down days” will be counted as part of the specified duration.</p>
<p>Rain days will not be considered part of the specified duration, but will provide an extension to expectation of completion of work</p>

Exhibit A.1 - Consultant Proposal of Services

Appendix 1 Detailed Design & Engineering Services - Specifications

PRELIMINARY DESIGN					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
SK-3	1.1	Preliminary Slide Layout (shown on SK)		■	
	1.2	Provide Project Manager who shall act as the primary point of contact for communication		■	
	1.3	Facilitate communication between the Seller and the Buyer's sub-contractors			■
	1.4	Provide a translator to translate to English, where applicable			■
	*1.5	Local code requirements with which the ride and installation must adhere			■
	*1.6	Site plans in CAD format showing: - Site elevations - Where applicable, final pool plan with deck elevations, water levels, and pool wall cross sections - Site coordinates system including global origin point - Site boundaries and limiting envelopes - Defined product interfaces (underground utilities to avoid, penetrations through building walls, existing structures, etc.) - For all projects that include AquaPlay products, the following is required: pool layout including contours, cross section and flat area under the WWI supplied equipment			■
	*1.7	Soils testing and geotechnical report for the purpose of foundation design			■
	*1.8	All climatic information (seismic,wind,snow) necessary to perform detailed design			■
		* Critical startup information, delays may result in project schedule if not received in time (see schedule for more information)			

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DESIGN					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	2.1	Fiberglass Waterslides	WS		
SK-3	2.1.1	Slide path design showing waterslide parts with coordinates and grades		■	
	2.2	Steel Slide Support System	AP		
SK-3	2.2.1	Steel Columns including baseplates and anchors		■	
	2.2.2	Steel Arms		■	
	2.2.3	Steel Yokes		■	
	2.3	Concrete Works and Foundations			
SK-3	2.3.1	Detailed Foundation Design			Existing*
	2.3.2	High level design of slabs inclusive of minimum required flat area		■	
	2.3.3	Detailed design of slabs and pool			Existing*
	2.4	Mechanical			
SK-3	2.4.1	High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.		■	
	2.4.2	Detailed design of complete mechanical system and plant room			Existing*
	2.4.3	High level design of pool geometry inclusive of minimum required width, length and depths and static water level		■	
	2.4.4	Detailed design of pool including pumps, valves, piping, filters, fittings, etc.			Existing*
	2.5	Electrical			
SK-3	2.5.1	Detailed design of overall electrical system			Existing*
	2.5.2	Grounding detail		■	
	2.6	AquaPlay	AP		
SK-3	2.6.1	Design of AquaPlay Structure and interactive features		■	
SK-3	2.7	Assembly drawings and Layout plans showing all critical dimensional requirements		■	
	2.8	Permits (WWI will support)			■
	2.9	Local Engineering Overseal		■	
	2.10	Third Party Review (WWI will support) (If applicable)			■

*This proposal has assumed these existing items to be able to accept the new AquaPlay unit without significant modification. If this is not the case, the pricing and scope will need to be revisited.

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Appendix 2 Equipment Supply Services - Specifications

EQUIPMENT					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	3.1	Fiberglass Waterslides	WS		
SK-3	3.1.1	Fiberglass waterslide parts		■	
	3.1.2	Stainless steel fasteners for all flume to flume connections		■	
	3.1.3	All fasteners for WhiteWater equipment according to engineering specifications		■	
	3.1.4	SikaFlex® 1A brand or equivalent caulking as necessary for all flume to flume connections.		■	
	3.1.5	Safety Signage (WWI to provide required information)			■
	3.1.6	Safety Equipment for Inspections and Maintenance			■
	3.2	Steel Slide Support System (Galvanized & Painted)	AP		
SK-3	3.2.1	Steel Columns (Galvanized & Painted)		■	
	3.2.2	Steel Arms (Galvanized & Painted)		■	
	3.2.3	Steel Yokes (Galvanized & Painted)		■	
	3.2.4	All fasteners for WhiteWater equipment according to engineering specifications		■	
	3.3	Concrete Works and Foundations			
SK-3	3.3.1	Concrete slabs			Existing*
	3.3.2	Reinforcing steel for concrete works			Existing*
	3.3.3	Anchor bolts		■	
	3.3.4	Foundations			Existing*
	3.3.5	Pool that meets WWI defined water elevations and dimensions			Existing*
	3.4	Mechanical			
SK-3	3.4.1	Pumps			Existing*
	3.4.2	Flow Meters (Installed in an accessible location)			Existing*
	3.4.3	Piping for all pumps and drains complete with Plumbing supports			Existing*
	3.4.4	Valves, filters, fittings, etc.			Existing*

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	3.4.5	Piping/Valves/Fittings/Filters/etc to supply water from the Mechanical Room to WWI Specified Stub Ups			Existing*
	3.4.6	Piping/Valves/Fittings/Filters to supply water from WWI Specified Stub ups to the Waterslides and Interactives		■	
	3.4.7	Pool that meets WWI defined water elevations and dimensions			Existing*
	3.4.8	VFD for Pump			Existing*
	3.4.9	Mechanical room (Plant room)			Existing*
	3.5	Electrical			
SK-3	3.5.1	Power to customer controlled pumps			Existing*
	3.5.2	Pump and motor disconnects (as required)			Existing*
	3.5.3	E-Stops as required by local codes			Existing*
	3.5.4	Pump and motor cables			Existing*
	3.5.5	Grounding and Bonding			■
	3.5.6	Conduit (supply and layout)			Existing*
	3.5.7	Electrical supply to WWI supplied equipment (as required)			Existing*
	3.6	AquaPlay	AP	■	
SK-3	3.6.1	AquaPlay Custom AP-150TB (including Life Floor Landing Pad for Slide A)		■	
	3.6.2	Ready-to-Play Beach Theme		■	

***This proposal has assumed these existing items to be able to accept the new AquaPlay unit without significant modification. If this is not the case, the pricing and scope will need to be revisited.**

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WS

SPEC-WS Specification – Waterslides

1. Flume

- 1.1 All waterslide parts are produced to engineered laminate schedules in variable thickness to be compliant with relevant regulatory requirements including ASTM (F846, F853, F1193, F2376, and F2974), ISO 9000-2008 (Manufacturing) and British Standard EN 1069-01 .
- 1.2 The base layer of isophthalic polyester resin is coated with two protective layers. Surfaces exposed to sunlight and back surfaces are coated with a polyurethane clear coat protecting them from UV. Riding, molded and back surfaces are coated with an ISO/NPG get coat protecting them against water fading and blistering from osmosis.
- 1.3 Waterslide Risers: All flumes come with necessary risers for safety and to reduce water splash-out.
- 1.4 Entry box: All waterslides come with pre-plumbed entry box complete with pipe stub and flexible coupler.
- 1.5 Drilling: All flanges are pre-drilled.
- 1.6 Grabrails: All necessary grabrails which affix to the entry box are stainless steel and are included.
- 1.7 Labeling: All parts are labeled with a part code number for easy identification.

AP

SPEC-AP Specification—AquaPlay™

1. General Performance:

- 1.1 AquaPlay™ is the original multi-level aquatic play structure that includes Interactive water features, Waterslides, and/or an iconic Tipping Bucket. AquaPlay™ products are intended for use in Waterparks, Municipalities, and Hotel & Resorts and are designed for use by all ages.

2. References (Standard Compliance)

- 2.1 ASTM International Standards

- 2.1.1 ASTM F2461 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Aquatic Play Equipment.

2.2 European Standards

- 2.2.1 EN 1176 Playground Equipment and Surfacing – Part 1 – General Safety Requirement.
- 2.2.2 EN 1069-1 Water Slides Safety Requirements and Test Methods.
- 2.2.3 EN13451-3:2011+A3:2016 Swimming Pool Equipment. Additional specific safety requirements and test methods for inlets and outlets and water/air-based water leisure features.

3. Materials

3.1 Structural Frame:

- 3.1.1 Materials: All steel is new and conforms to ASTM designation as per the design drawings. Main piping of the structure is minimum schedule 40 steel pipe, or as per design drawings or equivalent substitution material.
- 3.1.2 Fabrication: All steel is fabricated in certified shops under Canadian Welding Bureau standard 2.1, CSA W47.1. or American Welding Standards
- 3.1.3 Finish: All steel is provided hot dipped galvanized as per ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coating on Iron and Steel products in accordance with ASTM385/A385M Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip), and shop painted per section 3.5 below.
- 3.1.4 All steel is provided for bolt-up assembly, unless specific design requirement calls for field welded connections.
- 3.1.5 All parts not required to be structural may be fabricated from material as specified per design drawings
- 3.1.6 Primary structural fasteners (bolts, nuts, washers and screws) are stainless steel or galvanized. Secondary fasteners are stainless steel where required (slides and skirting). Unfinished plain steel hardware is not permitted for use.

3.2 Mechanical

- 3.2.1 The play system has an integrated manifold system for regulating the water flows and pressures to the water effects. The manifold is constructed of PVC, steel or fiberglass and utilizes suitable valves, or material as per design drawings. The system is

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- accessible for adjustment and each valve will be labeled as to the location it controls.
- 3.3 **Fiberglass Decks and Stairs**
 - 3.3.1 All fiberglass decks and stairs shall have non-slip finish on exposed traffic surfaces. All corners are rounded with no exposed square edges allowed.
 - 3.3.2 All areas below platforms and stairs less than 1.8 m (6') high are blocked off from the public access with solid panels or Netting. All panels are finished with ultra-violet resistant finish.
 - 3.4 **Fiberglass Waterslides**
 - 3.4.1 Standard waterslide flume sections – refer to Waterslide standard SPEC.
 - 3.5 **Paint**
 - 3.5.1 All exposed galvanized metal and exterior PVC components are first prepped then primed with two coats of catalyzed epoxy primer then painted with two coats of catalyzed polyurethane topcoat that is chemical and ultraviolet resistant. This topcoat provides a high gloss finish that is extremely hard and damage resistant. FRP components may alternately use High Quality Gelcoat.
4. **Product Requirement**
- 4.1.1 Designed for water depth 0" – 12"
 - 4.1.2 Safety clearance around the perimeter of the AquaPlay™ product must be 6' or greater, matching the safety zone shown in the plan drawing, per ASTM requirements.
 - 4.1.3 The surface areas of concrete slab under the footprints of AquaPlay standpipes escutcheon cap, column base plates, slide supports, and shutdown lanes shall be flat, levelled, and at constant elevation for the installation and function of the WWI components. Regions outside the specified areas can be contoured, with maximum 2% slope, to drain as required by the pool design and the local codes or standards. Trenches, pits, abrupt elevation changes, etc., in concrete slab shall be positioned away from WWI components to avoid supporting zone encroachment. For planning purpose, the extents of supporting zone shall be at least two times of the slab thickness from the edge of the WWI component's footprint unless otherwise stated
 - 4.1.4 Requirements to thickness and details of the reinforced concrete slab supporting the structure shall be confirmed with the construction drawings issued by WWI. For new concrete slab, concrete material shall possess minimum 28-days compressive strength of 30 MPa (4.35 ksi), and reinforcing steel shall be deformed rebar with minimum yield strength of 400 MPa (60 ksi). For preliminary planning purpose, minimum thickness of the concrete slab shall be 200 mm (8") inches for models AP50 through AP300, 200 mm (8") for models AP350 through AP750 and shall be 250 mm (10") for models AP1050 or larger.
 - 4.1.5 Slab-on-grade supporting the structure shall be constructed over compacted sub-base soil (or fill) with minimum net allowable bearing capacity of 95 kPa (2000 psf). Settlement of slab at any location shall not exceed 25 mm (1 inch), and differential settlement between any two locations shall not exceed 1:500 (vertical: horizontal). The client shall retain a geotechnical engineer to design, to review, and to approve the sub-base preparation. Frost-protection to slab-on-grade shall be the responsibility of the client's engineers.
 - 4.1.6 Suspended supporting structures shall be designed by the client's structural engineer with the layout and loadings of the structure provided by Whitewater West Industries.
 - 4.1.7 Theming must follow the approved layout represented in the thematic rendering of the AquaPlay model or the theme map provided. Any deviation will be considered a custom structure unless otherwise approved.
 - 4.1.8 The AquaPlay structure is not intended to be used as a "building" for shelter or long-term occupancy. It shall be designed to withstand its self-weight, imposed live load from patrons, climatic loads, and seismic effects as required by the latest standard and the relevant Structural Design Codes applicable at the project site location; whichever is more stringent. The design will be conducted in general accordance with acceptable design practices for the principles of life safety under severe natural events.

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- i. Typical AquaPlay models are designed up to basic snow load of 10 psf (0.5 kPa), the basic design wind speed shall be in accordance with the wind speed specified by the local building code, in the absence of a specified local building code, basic design wind speed shall be 130 mph (58 m/s) [3-second peak gust], or quasi-static lateral earthquake force of 60% seismic weight as per ASCE 7 16 If any of these criteria is exceeded, custom design of the AquaPlay unit would be required.
- ii. Geographic exclusions for typical AquaPlay models include but are not limited to the following regions: West Coast of North America, Florida, Arctic Circle region, West Coast of South America, Hawaiian Islands, Mariana Islands, Caribbean Countries, Madagascar, Sri Lanka, Iran, Pakistan, Bangladesh, Myanmar (Burma), Fiji, Philippines, Indonesia, Taiwan, Japan, Korea, New Zealand, and all coastal regions. In the regions of exclusion outside Canada and USA, official site specific climatic and seismic data shall be provided to WWI for structural review.

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Appendix 3 On-Site Services - Specifications

INSTALLATION					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	4	Installation Advisory Services of WhiteWater supplied equipment:		■	
All	4.1	Ensure the work will be performed in accordance with WhiteWater’s engineering drawings and specifications		■	
	4.2	Follow commonly accepted principles of good workmanship		■	
	4.3	Provide an initial inventory of all WhiteWater supplied materials delivered to the site		■	
	4.4	Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule		■	
	4.5	Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between them and WhiteWater – acting as the primary on-site liaison between		■	
	4.6	The following conditions apply to the specified duration of man days included in the contract: - Duration is based on a five-day work week and continuous work on site. If there are any “down days” where they are prevented from accessing the project site or if there is no installation crew available on certain days, these “down days” will be counted as part of the specified duration. - In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a five-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance. - If the Installation Advisory Service extends past the specified duration for any reason outside of the control of WhiteWater, the Purchaser shall reimburse WhiteWater at a specified daily rate of \$1000 USD/day, plus actual expenses (local transportation, lodging, meals). - If the Install Advisor must leave the project site for reasons caused by the Purchaser, then all costs for return trips are reimbursable by the Purchaser.			■
	4.7	To provide and pay for travel to the project site, local travel, lodging and per diem for the Installation Advisor for the duration specified herein.		■	
	5	Installation of WhiteWater supplied equipment:		■	
All	5.1	Provide necessary labour, tools, and equipment to complete installation of WhiteWater supplied equipment		■	
	5.2	Clean interior and exterior of slide, ready for public use		■	
	5.3	Wax interior of slide, ready for public use		■	

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5.4	Erect all structural steel supports and tower plumb and level in accordance with WhiteWater engineering drawings		■	
5.5	All required demolition and removal of existing structures and equipment.			■
5.6	Crew expenses, including all transportation, lodging, per diem and other per diems during construction		■	
5.7	Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment.			■
5.8	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.			■
5.9	All slabs on grade for shutdown lanes and / or pool decks.			Existing
5.10	Construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc.			Existing
5.11	Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.		■	■
5.12	Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel, or tower steel.			■
5.13	Adequate water and electrical supplied within reasonable access to the work area for construction activities.			■
5.14	Adequate toilet facilities within reasonable access to the work area.			■
5.15	Adequate waste disposal containers.			■
5.16	All buildings, mechanical rooms, change rooms etc. as required for the project.			Existing
5.17	Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.			■
5.18	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.			■
5.19	Any other expenses not specifically defined in WhiteWater's obligations.			■

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COMMISSIONING						
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER	
All	6	Commissioning				
	6.1	Testing the Whitewater supplied equipment		■		
	6.2	Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.		■		
	6.3	Provide basic training for operation and maintenance of WhiteWater supplied equipment.		■		
	6.4	Costs associated with any on site local authority inspections, permits, 3rd party certifications			■	
	*6.5	All mechanical systems and structures required to operate the ride will be complete			■	
	*6.6	All electrical systems required to power and control the ride will be operable			■	
	*6.7	At the purchaser's expense, filtered and treated water will be available in advance of testing			■	
		*If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.				
	7	Post-Commissioning				
7.1	Operations and maintenance manual		■			
7.2	Warranty for 12 months after project hand over		■			

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Appendix 4 Indicative Preliminary Design included

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

