

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered by and between **WHIRLIX DESIGN, INC.**, (hereinafter referred to as "Contractor"), and the **City OF NORTH RICHLAND HILLS, TEXAS**, a municipal corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. The parties agree that the contract documents shall consist of the following:

1. This signed Construction Agreement;
2. The Contractor's Response to RFP #26-004 (elements listed below);
 - a. General Conditions,
 - b. Non-Collusion Affidavit,
 - c. Conflict of Interest Questionnaire,
 - d. Project Guidelines for Competitive Sealed Proposals,
 - e. Contractor's Proposal Form
3. Negotiated Revised Contractor's Site Plan;
4. Insurance Certificate;
5. Payment Bond;
6. Performance Bond.

These contract documents form the construction agreement and are a part of this construction agreement as if fully set forth herein. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

THE WORKS

II. Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the construction of **JB SANDLIN PARK PLAYGROUND REPLACEMENT, RFP #26-004**.

TIME OF COMMENCEMENT; COMPLETION

III. Contractor shall commence work within ten (10) calendar days after receiving from City a Notice to Proceed. Contractor agrees that all work hereunder shall be complete within **180** calendar days from Notice to Proceed which will be the date of Substantial Completion.

CONTRACT SUM

- IV. The City shall pay the Contractor in currently available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of **TWO-HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00)**. Payment will be due upon completion of work and acceptance of the work by the City.

CHOICE OF LAW; VENUE

- V. The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney's fees that are necessary, equitable and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

INSURANCE

- VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of RFP #23-009, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

All required insurance certificates must be submitted prior to commencement of work.

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

- VII. This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This construction agreement may be amended only by written instrument signed by both City and Contractor.

EFFECTIVE DATE

- VIII. This construction agreement, shall be effective upon the date of execution by the City of North Richland Hills City Manager.

IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

City OF NORTH RICHLAND HILLS

WHIRLIX DESIGN, INC.

By: _____
Paulette Hartman
City Manager

By: _____
Name David Paquette
Title VP of Ops

Date: _____

Date: 1.28.2026

ATTEST:

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

Notary Public in and for the State of Texas

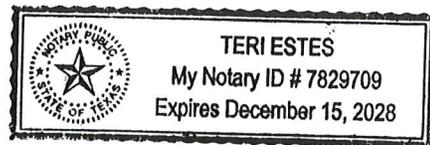
APPROVED TO FORM AND LEGALITY:

Bradley A. Anderle
My Commission Expires:

Name

City SEAL

CORPORATE SEAL



GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Thursday, November 20, 2025**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

Yes, we agree No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City’s Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills’ Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City’s ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

I agree
 I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

“The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Whirlix Design, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

City of North Richland Hills
 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

n/a

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [Signature]
 Signature of vendor doing business with the governmental entity

11/7/25
 Date

PROJECT GUIDELINES FOR COMPETITIVE SEALED PROPOSALS

RFP 26-004 JB Sandlin Park Playground Replacement Project 8925 Thornmeadow Ct | North Richland Hills | TX | 76182

The City of North Richland Hills (City) is requesting **Competitive Sealed Proposals (RFP 26-004)** for the **JB Sandlin Park Playground Replacement with Shade, Capital Improvement Program Project PK2608**. The goal is a complete, turn-key solution: design, manufacture, and installation of new playground equipment, fall zone material, and shade elements.

The City will select **one (1) Supplier** to provide all equipment, materials, and installation as outlined below.

PROJECT SCOPE

This project consists of the design, manufacture, and installation of a new playground system, including fall zone material and shade elements at JB Sandlin Park Playground located at 8925 Thornmeadow Ct, in North Richland Hills, Texas. Work is to include the design of a play system within the constructed play area boundaries (see attached “Playground Area Details”), as well as the demolition and removal of existing playground equipment, existing rubber matting and concrete footing, fall zone material, and subgrade drainage components (as necessary to prepare for installation new playground equipment), installation of commercial grade playground equipment, equipment footings, drainage components, shade structures, and fall zone material. The existing swings are to remain, and that pod is to be excluded from the scope of this RFP. All equipment will be assembled and installed by the Supplier.

Playground Suppliers shall provide a maximum of 2 designs for each Supplier represented for the park playground. Please fill out a separate proposal form for each design. It is not necessary to provide more than one option.

The City of North Richland Hills requires Suppliers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivery and installation as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions, and maintenance & operations manuals from the manufacturer.

The City of North Richland Hills shall be exempt from any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS

Suppliers should base their playground equipment designs on meeting all accessibility and safety standards, as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The total dollar amount allocated to the project is \$275,000. Any proposals showing more than the budgeted amount are subject to rejection. It should be noted, however, that the City may choose to negotiate the final layout, type, colors, price, etc. with the successful supplier.

Required Items for the existing 2,825 SF playground:

- All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
- At a minimum, the play system must include engineered wood fiber fall zone material to access all play components and shall be the required minimum depths. Concrete footings and shade structure shall be installed per manufacturer requirements, as sealed by a Professional Engineer in the State of Texas, and meet all federal standards. Note that curbing, sidewalks, ramps, and benches currently exist for the playground area.
- The existing playground subsurface is comprised of drain rock and a 4" perforated ADS drain pipe (see attached "Playground Area Details"). The contractor shall provide a method of connecting the new playground drainage solution to the existing drainage outfall at the southwest corner of the playground.
- This project shall be fully accessible, and the components should provide play opportunities to children, regardless of ability.

Play System Features:

- Stand-alone shade structure or integrated shade system (Recommendation from the 2007 Parks, Recreation and Open Space Master Plan.)
- Play elements for children of all ages
- Due to the small scale of the pod, vertical elements might be advantageous to maximize the opportunity for more play opportunities.
- Stand-alone play elements such as spinners, climbers, spring toys, or sensory play components.

Preferred Play System Qualities:

- All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- At least 65% of all play elements should be protected by shade at most hours of the day from a separate shade structure or integrated shade system provided by the supplier within this project scope.
- Play structures should provide a variety of ways in which to use/traverse the equipment.
- The play equipment must be unique and attractive to children of all ages.

In the proposal, provide a list of the components proposed for the JB Sandlin Park Playground play system. Include structure and component model numbers, materials, color choices, and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment, including manufacturer's warranty, and any other relevant descriptive information.

Play system design shall safely fit in the 2,825 SF playground area as shown on the site plan (see attached "Playground Area Details"). Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Suppliers may submit proposals for non-traditional type playground structures, if desired, in whole or as components of the overall playground.

ASSEMBLY/INSTALLATION AND INSPECTION

The play system assembly and installation will be provided and managed by the Supplier. The Supplier must furnish direct supervision from the manufacturer or supply a qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Supplier.

A certified CPSI or IPEMA representative of the Supplier is required to conduct a post-installation inspection of the equipment upon completion to ensure the proper installation and minimum safety requirements of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately by the supplier. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by the City following installation. The City will supply the punch list for final completion generated by this co-inspection. The Supplier shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting that the equipment has been installed, meeting all specifications, thereby warranted by the manufacturer. Additionally, it is the Supplier's responsibility to provide to the City the manufacturer's warranty of installed equipment.

COMPLIANCE

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Supplier's proposal.

All equipment must comply with the Americans with Disabilities Act (ADA). The designs submitted by the Supplier must incorporate either a transfer platform or ramp in each design if required by the Texas Accessibility Standards (TAS).

The Awarded Supplier and any subcontractors doing work on this project will be required to obtain registration with the City's Building and Inspections Division at no cost. All structural designs (i.e. concrete footings and non-attached shade structures) must be sealed by an engineer licensed in the State of Texas. Permitting will be required and coordinated by the supplier. However, all permit fees will be waived. All laborers and mechanics employed by Supplier in performance of this construction work shall be paid wages at rates as may be required by law.

PROPOSAL SUBMITTAL AND CONTENT

Proposals must include all pages of this RFP, plus preliminary drawings for each design, specifications, and pictures for each component and colors available. Proposals must include a bid price for each design presented. Proposals must list the cost of the equipment, fall zone material, and shade elements separately (see Proposal Form). The City reserves the right to reject any proposals with or without cause, and to accept proposals which it considers most favorable.

All delivery, assembly, installation, and supervision costs must be included in the proposal. Payment for equipment and materials will be paid within one week (if by ACH) after the final owner's acceptance and playground certification in writing by qualified individuals.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of North Richland Hills, Texas, in an amount not less than five percent (5%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

The Supplier must submit (1) electronic copy to Public Purchase. All Proposals must comply with the specifications and guidelines provided in this document.

PROJECT PROCUREMENT METHOD

The procurement method, "Competitive Sealed Proposal", is a method by which the City requests proposals, ranks the submittals, negotiates as prescribed, and then enters into a contract with a certified playground supplier for the renovation of JB Sandlin Park playground. The City shall select the Supplier who submits the proposal that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned), and the contractor's subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected Supplier.

The City and its evaluation committee may discuss with the Supplier options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected Supplier, the City shall, formally and in writing, end negotiations with that Supplier and proceed to the next Supplier in the order of the ranking until a contract agreement is reached or all proposals are rejected.

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria:

EVALUATION CRITERIA	Min Pts.	Max Pts.
ADA, ASTM, IPEMA & CPS compliance	Yes/No	
Price within available budget/comparing number of play opportunities	0	+25
Quality of design, play value and target demographic	0	+20
Product durability	0	+15
Quantity of shade produced per requirements of this RFP	0	+15
Supplier's experience with similar projects (References)	0	+15
Warranty offered and sustainability of proposed play structures	0	+10

Note: If the first criterion is answered as no, the evaluation process will stop, and the supplier will be disqualified.

Following the review and evaluation of all CSP submittals, a Selection Committee Meeting will be held. The selection committee will present its ranking based on supplier responses to the published criteria above at the selection meeting. The selection meeting will result in the selection of one proposal or an appropriate short list of proposals. An interview may also be requested to aid in the selection of a Supplier. However, interviews may not be necessary.

The City shall select the supplier who submits the proposal that offers the best value for the City. Unsuccessful suppliers will be notified as soon as possible through Public Purchase.

PROPOSAL FORM – PROPOSED DESIGN #2

This proposal, in its entirety, is compliant with the ADA, ASTM, IPEMA & CPSC requirements and regulations

YES / NO

Price within available budget/ comparing number of play opportunities (+25 Points)

This will be evaluated on the bid form and below.

Quality of Design, Play Value, and Target Demographic (+20 Points)

Provide information about what kind of experience playground users will have with your proposal. Higher points will go to proponents who can provide for a wide variety of play experiences for all age groups and abilities.

Total Number of play features (all types)	22
Number of overhead play features	2
Number of climbing features (not overhead)	8
Number of slides and sizes/heights	2 slides at 72"
Number of elevated play features	14
% of total play elements protected by shade	72%
Number of ground level play features	8
Briefly explain how your proposal provides for a high level of play value. Include references to any special play features that should be highlighted.	Refer to submittal playground writeup letter
Provide a detailed plan layout of the playground design. The plan shall clearly illustrate all features being proposed.	

PROPOSAL FORM – PROPOSED DESIGN #2 (CONTINUED)

Product Durability (+15 Points)

The materials, manufacturing and paint systems used by playground manufacturers vary. Proponents shall clearly indicate the different components and what systems are used. Higher points will be awarded to proposals that demonstrate a high level of quality in all aspects of the playground equipment and materials used on this project.

<p>State the manufacturer’s name, and product line(s) of the play equipment, fall material, and shade components</p>	<p>Landscape Structures Inc Fibar 200 EWF Safety Surfacing System CoolToppers Shade by LSI</p>	<p>State the number of years that the manufacturers have been operating in Texas.</p>	<p>LSI has been operating in TX for over 40 years Whirlix Design for 8 Years</p>
<p>Provide a brief description of the materials used to comprise key components. (Posts, decks, rails, etc...)</p>	<p>26 posts, 4 roofs, 2 slides, 2 bridges, 8 climbers, 10 enclosures, 4 motion & more, and 4 swings.</p>		
<p>Provide a brief description of any special manufacturing systems.</p>	<p>We began our journey towards lean manufacturing (Kiazan) more than a decade ago and it is now apart of who we are. Our lean practices focus on eliminating waste to increase manufacturing productivity. We have made investments in order to have top-of-the-line manufacturing equipment like oput tube and sheets lasers, MIG welding, rotational molding a 1400 foot powdercoat line and much more. All this helps us produce the highest quality prodcuts in the industry</p>		
<p>Provide a brief description of paint system to be used on play features.</p>	<p>We offer a six stage pre treatment process and a two-step coating process, including an epoxy primer for maximum corrosion protection, extending the life of the product by up to 4 times. We have 38 uniquely different colors to choose from</p>		
<p>Provide a brief description of concrete foundation system.</p>	<p>Our concrete foundation systems are a combination of sackcrete for our playground post a various depths pert individual equipment and large non- engineered concrete foundations for our Integrated shade systems.</p>		

PROPOSAL FORM – PROPOSED DESIGN #2 (CONTINUED)

Quantity in percentage of shade produced per requirements of this RFP (+15)

At least 72 % of all play elements should be protected by shade at most hours of the day from a separate shade structure provided by the supplier within this project scope.

Supplier’s Experience with Similar Projects (References) (+15)

Provide references of other projects completed of a similar nature to the scope of this RFP. Do not reference any projects completed where the City of North Richland Hills has been the Client.

Reference #1 Bethany Lakes Park			
Client:	City of Allen	Location:	745 S Allen Heights
Client Project Manager:	Will Stirling	Client Project Manager Phone No.	469-560-1110
Year of Completion:	2022	Approximate Value:	\$200,000
Size of playground area (in Square Feet)	4532 sq ft	Approximate time to construct:	6 weeks
Provide any additional information to describe project including team members.	-Demo of existing playground -poured-in-place -Drainage		

Reference #2 Castle Park			
Client:	City of Lewisville	Location:	2504 Turquin Ln
Client Project Manager:	Will Stirling	Client Project Manager Phone No.	469-560-1110
Year of Completion:	2022	Approximate Value:	\$230,000
Size of playground area (in Square Feet)	9235 sq ft	Approximate time to construct:	7 weeks
Provide any additional information to describe project including team members.	-Demo of existing playground -Poured-in-place surfacing -Drainage		

PROPOSAL FORM – PROPOSED DESIGN #2 (CONTINUED)

Reference #3 Rolling Hills Park			
Client:	City of Allen	Location:	222 Glenwick Pl
Client Project Manager:	Will Stirling	Client Project Manager Phone No.	469-560-1110
Year of Completion:	2022	Approximate Value:	\$257,000
Size of playground area (in Square Feet)	6400 sq ft	Approximate time to construct:	-7 weeks
Provide any additional information to describe project including team members.	-6400 sq ft of EWF -Inclusive Playground -ADA compliant		

Reference #4 (optional)			
Client:		Location:	
Client Project Manager:		Client Project Manager Phone No.	
Year of Completion:		Approximate Value:	
Size of playground area (in Square Feet)		Approximate time to construct:	
Provide any additional information to describe project including team members.			

PROPOSAL FORM – PROPOSED DESIGN #2 (CONTINUED)

Warranty Offered and Sustainability of Proposed Play Structures (+10 Points)

Provide information on the warranty period for various aspects of the playground equipment, shade and fall material proposed. Higher points will be given to proponents that offer longest and most comprehensive warranty. The detailed terms and conditions of the warranties may be provided on a separate sheet.

<p>State the manufacturer’s warranty period for structural components (posts, decks, etc...)</p>	<p>100 year warranty on all posts 15 year warranty for decks</p>
<p>State the manufacturer’s warranty period for various types of play features</p>	<p>100 year warranty 10 year warranty 8 year warranty 5 year warranty 3 year warranty See warranty for LSI</p>
<p>State the manufacturer’s warranty period for all shade structure components</p>	<p>For shade posts 20 years fabric 10 years Reference the LSI warranty</p>
<p>State the manufacturer’s warranty period for fall surface material and <u>routine maintenance</u> necessary to prolong the life of the material.</p>	<p>20 years loss of resiliency for the Fibar 200 system. Visual inspection, Fibar ware mats, Top off set 3 years, Raking, Drainage performance, and weeds See Fibar 200 system warranty and maintenance</p>

PROPOSAL FORM – PROPOSED DESIGN #2 (CONTINUED)

State the lump sum prices (excluding all sales taxes) to demolish and dispose of existing playground material, and to supply and install the playground equipment, fall surface material(s), and shade components as per the terms of RFP 26-004. The maximum budget for JB Sandlin Park Playground is \$275,000. Failure to meet this budget may result in proposal disqualification. The City is not interested in seeing elements that do not fit within the budget at this time. Please do not include or show any illustrations, etc., that would represent a cost over the allowable budget.

Proposal Price:

Price to demolish and dispose of existing playground equipment, fall zone material, and subgrade drainage as necessary to prepare for new playground installation.	\$ 30,464
Price to design, manufacture, and install new playground equipment	\$ 223,879
Price to install fall zone material	\$ 20,657
Price to install shade components	\$ 0
Approximate time to construct (to include fabrication, delivery, construction)	Calendar Days: 70

Whirlix Design Inc

Firm Name

[Signature] Director of Business Development

Signature of Officer – Title

1916 R AVE

Street Address

PLANO TX 75074

City

State

Zip

469-367-6120 drushie@whirlix.com

Telephone Number

Email

*Seal
(If Bidder is a Corporation)

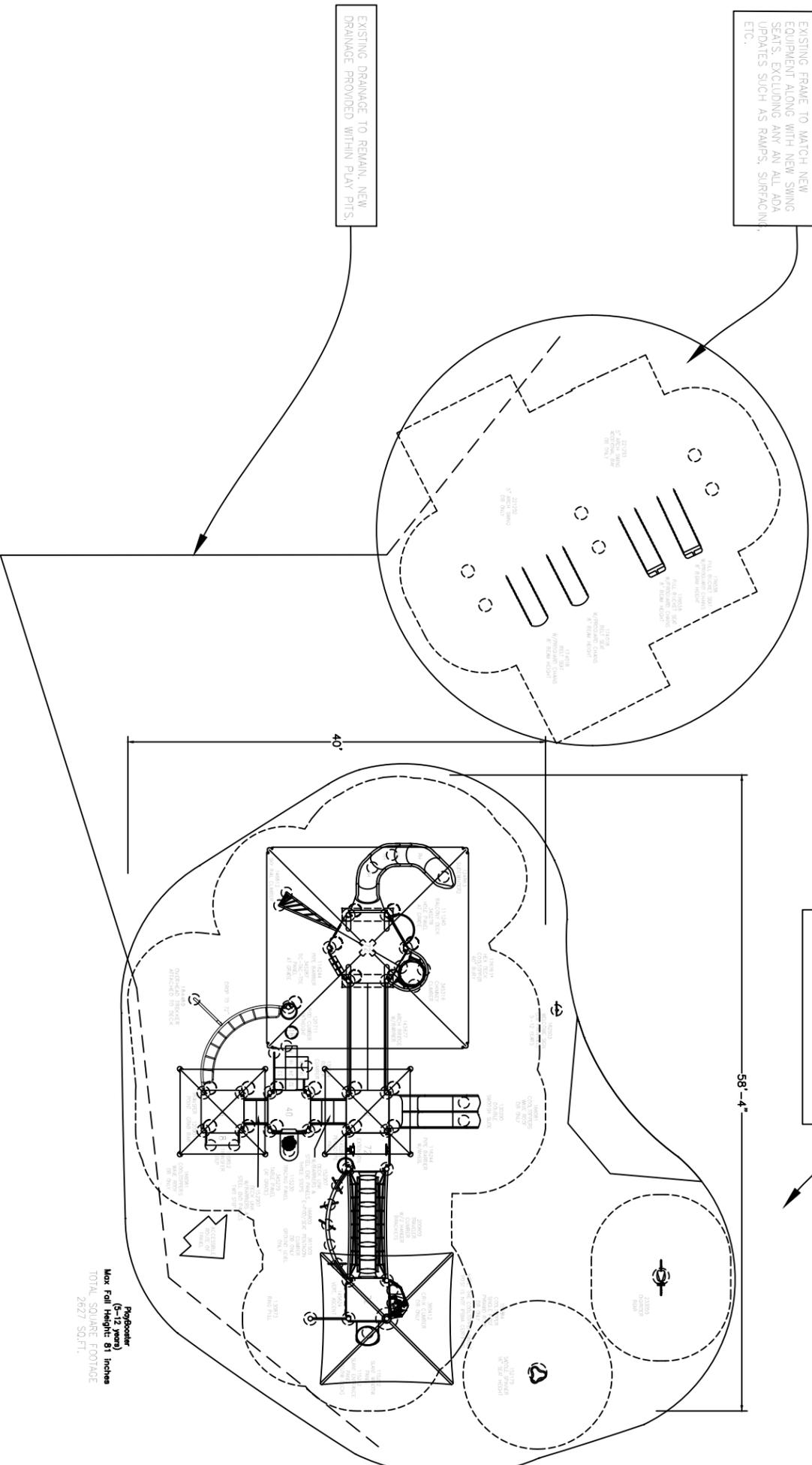
THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION CONCERNING TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED AND UTILIZED IN THE FINAL DESIGN DEVELOPMENT.

Playbooster Play
(5-12 years)
Max Fall Height: 96 inches

SWING AREA TO NOT BE TOUCHED - PROPOSAL TO PROVIDE PAINT TO EXISTING FRAME TO MATCH NEW EQUIPMENT ALONG WITH NEW SWING SEATS, EXCLUDING ANY AN ALL ADA UPDATES SUCH AS RAMPS, SURFACING, ETC..

EXISTING DRAINAGE TO REMAIN, NEW DRAINAGE PROVIDED WITHIN PLAY PITS

EXISTING PAVILION TO REMAIN - DO NOT TOUCH OR DAMAGE.

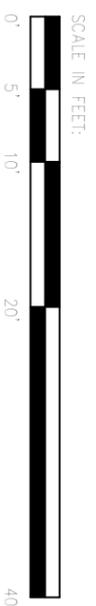


SWINGS

TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	0	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	0	REQUIRED	0

5-12 EQUIPMENT

TOTAL ELEVATED PLAY COMPONENTS	14	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	11	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	REQUIRED	5
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7



JB Sandlin
Park Playground Replacement
North Richland Hills, TX

Whirlix Design
Inc
David Rushing

SYSTEM TYPE:
PlayBooster

DRAWING #: **1202265-02-01**

landscape structures



The play component identified on this plan one ASTM certified. (Unless model number is preceded with *) The use and layout of these components are subject to the manufacturer's instructions, safety and product certification. visit www.premier.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR 4055-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF ALL EXISTING STRUCTURES AND SITE FINISHES PRIOR TO ORDERING. SLICES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8. CURRENT EDITION). THE SURFACING MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STRAIN SEWER OR A "TRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

DESIGNED BY:
PAR
COPYRIGHT: 11/7/25
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 138
FARMINGTON, MINNESOTA 55328
Ph: 1-800-528-0025 Fax: 1-763-972-4931

Date	Previous Drawing #	Initials





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2025

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 have ADDITIONAL INSURED provisions or 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 Hotchkiss Insurance Agency, LLC 4120 International Parkway Suite 2000 Carrollton TX 75007	CONTACT NAME: PHONE (A/C, No, Ext): 800-899-3750 E-MAIL: certs@hiallc.com ADDRESS:		FAX (A/C, No): 972-512-7799
	INSURER(S) AFFORDING COVERAGE		
INSURED Whirlix Design Inc. 1916 K Avenue Plano TX 75074	WHIRDES-01	INSURER A : Cincinnati Specialty Underwriters Ins Co	NAIC # 13037
		INSURER B : Federal Insurance Company	20281
		INSURER C : Cincinnati Insurance Company	10677
		INSURER D :	
		INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1362318012 **REVISION NUMBER:**

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

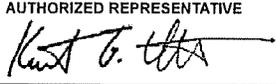
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CSU0153934	7/19/2025	7/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0622926	7/19/2025	7/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CSU0153937	7/19/2025	7/19/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY IN ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EW0622928-04	7/19/2025	7/19/2026	PER/OTHX STATUTE PER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Benefits Liability Employment Practices Liability A Professional Liability		CSU0153934 J06268997 CSU0259597	7/19/2025 7/28/2025 6/26/2025	7/19/2026 7/28/2026 6/26/2026	EBL DED: \$1,000 EBL: Aggregate \$3,000,000 Prof Liab: Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The general liability policy includes additional insured endorsements, CSGA 4114 (06/24), that provides additional insured status for ongoing and completed operations to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability policy includes a blanket waiver of subrogation endorsement when required by written contract -per form # CSGA 4087 (12/12).

The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract, CSGA 4114 (06/24)

The auto policy includes a blanket additional insured endorsement when required by written contract per form AA288 (1/24)
 See Attached...

CERTIFICATE HOLDER City of North Richland Hills 4301 City Point Drive North Richland Hills, TX 76180	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Hotchkiss Insurance Agency, LLC		NAMED INSURED Whirlix Design Inc. 1916 K Avenue Plano TX 75074	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The auto policy includes a blanket waiver of subrogation endorsement when required by written contract -per form AA288 (1/24)
 The auto policy includes a special endorsement with Primary and Noncontributory wording, per form AA288 (1/24)
 The workers compensation policy includes a blanket waiver of subrogation endorsement when required by written contract, WC420304B
 The umbrella/excess will follow the underlying liability coverage forms, subject to the policy terms and conditions.
 All policies include a blanket notice of cancellation providing for 30 days advance notice, except for 10 days notice for nonpayment of premium. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

Re: RFP 26-004 JB Sandlin Park Playground Replacement with Shade, Capital Improvement Program Project PK2608.
 8925 Thornmeadow Ct North Richland Hills, TX 76182.

Certificate Holder Continued: The CITY, its officers, officials and employees.