



Folsom City Council Staff Report

MEETING DATE:	6/11/2024
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11205 – A Resolution Authorizing the City Manager to Execute a Non-Professional Services Agreement with Flex Ground to Replace the Existing Slide Landing Zone at Econome Park, and Appropriation of Contingency Funds
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11205 - A Resolution Authorizing the City Manager to Execute a Non-Professional Services Agreement with Flex Ground to Replace the Existing Slide Landing Zone at Econome Park, and Appropriation of Contingency Funds.

BACKGROUND / ISSUE

After an evaluation of the concrete slide at Econome Park, the Parks & Recreation Department requested a bid to enlarge the existing concrete slide landing zone with poured-in-place rubber surfacing consistent with the rubber surfacing that was used at that location. The new landing zone would reduce the distance from the ground to the bottom of the slide, greatly reducing the chance of injury.

POLICY / RULE

In accordance with **Chapter 2.36.150** of the Folsom Municipal Code, notwithstanding any other provisions of this chapter, the city manager shall make, or authorize others to make, emergency procurement of supplies, equipment, services, or construction items when there exists a threat to public health, welfare, or safety; provided, that such emergency procurement shall be made with sufficient competition as is practicable under the circumstances. The

requesting department shall complete a waiver of bid format and submit it to the purchasing agent for filing with the city clerk. (Ord. 723 § 3 (part), 1991)

ANALYSIS

Staff recommends that the City Council authorize the City Manager to execute an agreement with Flex Ground to repair and enlarge the landing zone for the concrete slide at Econome Park. Flex Ground was the only firm that provided a responsible quote.

FINANCIAL IMPACT

The cost of replacing the existing slide landing is proposed to be financed from the General Fund's (Fund 010) contingency budget. Sufficient funds for this emergency procurement are available in the General Fund's (Fund 010) contingency budget. Flex Ground has provided an estimate of \$16,183.03 to replace the existing slide landing zone. Staff are also requesting contingency funding of 10% (\$1,600.00) to cover any unknown conditions. Total project cost is 17,783.03.

Project Costs:

Flex Ground Proposal	\$16,183.03
Contingency Funds	\$ 1,600.00
<hr/>	
Total project Cost	\$17,783.03

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act, the proposed project is Categorically Exempt per Article 19, 15300.1 – Relation to Ministerial Projects.

ATTACHMENTS

1. A Resolution Authorizing the City Manager to Execute a Non-Professional Services Agreement with Flex Ground to Replace the Existing Slide Landing Zone at Econome Park, and Appropriation of Contingency Funds.
2. Flex Ground Proposal

Submitted,

Kelly Gonzalez, Parks & Recreation Director

Attachment 1

A Resolution Authorizing the City Manager to Execute a Non-Professional Services Agreement with Flex Ground to Replace the Existing Slide Landing Zone at Econome Park, and Appropriation of Contingency Funds

RESOLUTION NO. 11205

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-PROFESSIONAL SERVICES AGREEMENT WITH FLEX GROUND TO REPLACE THE EXISTING SLIDE LANDING ZONE AT ECONOME PARK, AND APPROPRIATION OF CONTINGENCY FUNDS

WHEREAS, the Parks & Recreation Department staff has validated the need to replace and enlarge the existing rubber poured-in-place surfacing at the Econome Park concrete slide; and

WHEREAS, staff is recommending the City Manager accept the proposal from Flex Ground; and

WHEREAS, sufficient funds for this emergency procurement are available in the General Fund's (Fund 010) contingency budget; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to accept the FlexGround proposal in the amount of \$16,183.03, along with a contingency of 10% (\$1,600) for a total project cost of \$17,783.03 and the Finance Director is authorized to appropriate an amount not to exceed \$17,783.03 from the General Fund contingency budget.

PASSED AND ADOPTED this 11th day of June 2024, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2
Flex Ground Proposal

Estimate Code: 49507

**Econome Park Fix & Seal Rev 5.13.2024 (PW)
CA24-F&S**

Econome Park Fix & Seal Rev 5.13.2024 - 1900 Parkway Dr. N., Folsom, CA 95630

FlexGround

Contact Name: Sandi Walsh

Address: 2017 Opportunity Drive #10

City/State/Zip: Roseville, CA 95678

Phone: 916-474-5431

Fax: 916-472-6904

Email Address: swalsh@flexground.com

City of Folsom

Client: Chris Okeefe

Address: 50 Natoma St.

City/State/Zip: Folsom, CA, 95630

Phone: (916) 663-8918

Mobile:

Email Address: cokeefe@folsom.ca.us

Sub Total and Line Items Totals

Description	Quantity	Unit	Unit Cost	Total
1- Temporary Fencing				\$2,193.23
3- Site Prep- Concrete Pad				\$5,791.50
4- EnduraFlex	20.0	SF	\$175.26	\$3,505.13
5- FlexCoat	1910.0	SF	\$2.46	\$4,693.17
Total Estimate				\$16,183.03

Inclusions

Quote is valid for 30 days.

Quote includes all applicable taxes.

Quote includes Prevailing Wages.

Quote does not include:

- Bonds (Rate: 2.5%)
- Security fencing
- Dumpster
- Site prep
- Subbase prep

SITE PREP

Quote includes temporary security fencing around the perimeter of the work space.

Repair base in several areas of sloped PIP Area.

Quote includes the installation of 6'- 1/2'-Circle with 4" concrete pad.

ENDURAFLEX

Quote includes 20 sf of EnduraFlex with a 100% Premium Color TBD with **ALIPHATIC** urethane binder.

Quote includes a 2.5" system comprised of a 2.0" cushion layer and a 0.5" wear layer accounting for up to a 5' fall height.

FLEXCOAT

Quote includes removing excess debris with high powered blower and as needed.

Quote includes 1,910 sf of Aliphatic FlexCoat.

Please note, depending on condition of playground surfacing, an application of a maintenance clear seal (FlexCoat) may not be properly absorbed throughout. When this happens, areas of the pad may have visible "white" areas where the urethane could not be fully absorbed. This is unavoidable and is solely due to the existing condition of the surfacing. The white areas will eventually wear off.

Standard Exclusions: Unless otherwise stipulated in this Proposal, the following items are excluded:

- * Prevailing Wages NOT included. (ie: Davis Bacon, TERO, etc.) If this is a Prevailing Wage project, please request alternate pricing.
 - * Weekend (Saturday and Sunday) or Holiday work. If, by client request or delay in scheduling, weekend or Holiday work is required, labor surcharges will apply.
 - * Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to the rubberized surface while it sets is NOT included. The installers will put up caution tape, but temporary fencing is recommended. Although the fencing is intended to provide this security, the overall security of property is ultimately the responsibility of customer. Please take any additional precautions as deemed necessary. We are not responsible for any vandalism or injuries even with the provision of the fencing.
 - * Pushing back sand, woodchips or other loose-fill material (if present around pad) after repairs or installation is complete. FlexGround often must move loose-fill material present around a pad in order to access what is commonly known as the pad's "turndown". Turndown is the rubber surfacing that sits below the pad's top-of-surface, often adjacent to and covered by the loose-fill. It is necessary that the loose-fill be kept back from the pad's turndown while the pad is curing.
 - * Removal of debris, rocks, trash or any other items that may rise to the loose-fill's surface by virtue of us moving the loose-fill in order to access the turndown as noted above.
- Please Note:**
- * Our performance and payment bonds rate is 2.5%.
 - * Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.
 - * FlexGround's poured-in-place products are hand-mixed on site in order to ensure absolute durability standards and in order to meet the varying specifications of each project. Varying climate and project parameters may affect consistency in design, including: color variation(s), trowel marks and other minor visible flaws.
 - * Orders for premium color requires a 8-10 week lead time.

Quantities as noted on proposal. If project requires additional quantities, a change order at the per square foot rate must be received prior to installation.

Terms and Conditions

FlexGround warrants that newly installed surfacing will meet or exceed HIC (Head Impact Criteria), as set out in ASTM Standard 1292, corresponding only to the depth of new system installed per FlexGround's official Fall-Height chart. By signing below, client acknowledges that HIC and ASTM guarantees apply only to newly installed surfaces and that the guarantee can only extend to the immediate time of install. After installation, a pad will be subject to varying factors, out of FlexGround's control, that may negate its compliance with any of the above mentioned standards (i.e. sand present around the pad migrating into the pad and rendering it non-compliant with HIC standards). For details on how best to extend the compliant life of a pad, please see our Warranty Standards and Maintenance Procedures. From time to time, FlexGround performs "job walks" on behalf of its clients and dealers in order to receive recommendations for various repairs. Unless otherwise stipulated in writing, FlexGround does not guarantee that its recommendations will bring a pad into compliance with the above mentioned HIC, ASTM or ADA standards.

This proposal becomes a binding contract upon signature and delivery by Responsible Party. By signing below, the Responsible Party is accepting the terms, conditions and pricing set-forth in this proposal, and does agree to remit payment to FlexGround in accordance with the terms below. In the event that a change in color, design, sub base or square footage is required, a revised proposal will be required before installation can begin. Proposal is subject to the terms specified and is based on information provided. Purchases must be secured with a 50% deposit and accompanied by signed acceptance of this proposal before installation begins. Final payment is due within 10 days of installation. FlexGround, LLC often enters into marketing and/or referral fee arrangements with various entities that may or may not have a business relationship with customer. FlexGround, LLC reserves the right, at its sole discretion and without further disclosure, to pay up to 10% of the gross revenue received, in accordance with this agreement, to any such entity. Please contact your Account Manager regarding any questions or information needed to assist you with your order.

This contract is not cancelable by Client. FlexGround incurs significant costs in advance of projects. In the event that FlexGround allows for the cancellation of this contract, client will be charged, at minimum, for all material, inventory, labor, mobilization and miscellaneous costs which may have been incurred. Proposals generated from site visits are based on visible factors and may not include remedies for sub-surface and/or non-visible conditions. FlexGround reserves the right to cancel this contract in the event that such factors effect the final scope of work as proposed herein.

Installations may be performed by any one of FlexGround's sister companies including FlexGround LLC, FlexGround Nevada LLC, FlexGround Surfaces, Inc and/or Stafford Industries

Client Responsible Party

Date

FlexGround

Date

CA Lic #1102706 / DIR #1001030031 / OR Lic #242329