



# Gaston County

Gaston County  
Board of Commissioners  
www.gastongov.com

## Travel & Tourism Board Action

File #: 20-280

Commissioner Jack Brown - Travel & Tourism - To Approve the Appropriation of \$63,253 from Travel & Tourism's Fund Balance and Transfer to the General Fund for the Installation of Lighting at Pump Track Located at Poston Park

### STAFF CONTACT

Michael Applegate - Travel & Tourism - 704-813-0144

### BUDGET IMPACT

Transfer funds from T&T Reserve Funds. No additional County funds.

### BUDGET ORDINANCE IMPACT

Appropriate \$63,253 into Project Expense Account

### BACKGROUND

Travel & Tourism and Parks & Rec work together to split the cost of installing lights at the Pump Track at Poston Park. The bid was obtained through Parks & Rec by Musco Sports Lighting, LLC for a total of \$126,525 which will be split between T&T and Parks and Rec. Each portion is \$63,253. Funds will come from T&T's Fund Balance.

### POLICY IMPACT

N/A

### ATTACHMENTS

Budget Change Request (BCR) and Musco Sports Lighting, LLC Bid Proposal

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	JBrown	AFraley	BHovis	TKelgher	TPhilbeck	RWorley	Vote
2020-167	06/23/2020	CB	AF	A	A	A	A	A	A	A	U

### DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

## GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4921 Travel & Tourism  
Dept. # Department Name

Michael Applegate 6/5/2020  
Department Director's Name Date

### TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☒ Line Item Transfer Between Funds \*

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds \*

☐ Line Item Transfer Between Departments\*

\* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Fund Balance Appropriated	022-99-9900-0000-490000	(\$63,253)
Transfer to CIP Fund	022-98-9800-0000-580040	\$63,253
Transfer from T&T to Parks & Rec	040-98-9800-0000-480022	(\$63,253)
Pump Track Lights	040-04-6120-0000-540006-20076	\$63,253

### JUSTIFICATION FOR REQUEST:

Travel & Tourism to transfer \$63,252.50 from T&T Fund Balance into CIP Fund and then to Parks and Rec. Parks and Rec will pay the vendor, Musco the total amount to install the lights at the Pump Track which total \$126,525.

T&T and Parks and Rec are splitting the total cost of \$126,525 where each will pay \$63,252.50. The money paid to Musco will be done through Parks and Rec after T&T's transfer and appropriation has been approved.

\*See Quote Attached\*

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.

## BID FORM (PROPOSAL)

Single-Prime Contract Bidder: Musco Sports Lighting LLC

Bid Date: May 14, 2020

To: Gaston County Public Works  
325 Dr. Martin Luther King Jr. Way, Suite 1051  
Gastonia, NC 28052

Gentlemen:

The undersigned Bidder, having carefully investigated the existing conditions at the project site, and having thoroughly familiarized himself with the Contract Documents as prepared by Benesch, dated April 15, 2020, or as indicated on each drawing sheet, 2359 Perimeter Pointe Parkway, Suite 350, Charlotte, NC 28208, hereby proposes to provide all necessary labor, equipment, materials, services and etc. to complete the construction of a lighting system for George Poston Park Pump Track.

Base Bid: One Hundred Twenty Thousand and Five Hundred Dollars  
(\$ 120,500 )

+General Contingency: Six Thousand and Twenty Five Dollars (\$ 6,025 )  
(5% of Base Bid)

Total bid is all work in accordance with the aforementioned contract documents including General Contingency,

Total Bid: One Hundred Twenty Six Thousand and Five Hundred Twenty Five Dollars (\$ 126,525 )

The undersigned further agrees that this proposal shall be valid for a period of sixty days from the date of receipt of the bids and that if this proposal is accepted by the County within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.

The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work as follows:

All work shall be complete and ready for final acceptance within 90 days from Notice to Proceed.

Gaston County will award the project to the lowest qualified bidder.

The undersigned further agrees for each calendar day that any part of the work remains uncompleted after the contract time stipulated for final completion of the work, liquidated damages in the sum of \$500 per calendar day shall be set off or deducted from any monies due the Contractor or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor or from the surety or from both.

Accompanying this proposal is a bid security (5% of Contract Sum) in the form of: Bid Bond  
as required by North Carolina General Statute.

Bidder shall submit with their bid the checklist with supporting documents titled, "Required Submittal Information for all Manufacturers" (page 7-8) of specification section 26 56 68 Exterior Athletic Lighting.

PROPOSAL FORM

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The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. 1 Dated 5/08/2020  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Bidder: Musco Sports Lighting, LLC  
Company

By:  Christopher K. Hyland  
(Signature) (Typed Name)

Title: Vice President

Address of Bidder: 100 1st Avenue West

Oskaloosa, IA 52577

Contractor's License No: GC #76348 / EC# 11174-U

Attest:

By: 

Title: James M. Hansen, Secretary

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we *Musco Sports Lighting, LLC*  
*2107 Stewart Road*  
*Muscatine, IA 52761*

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and *Travelers Casualty and Surety Company of America*  
*One Tower Square*  
*2SHS*  
*Hartford, CT 06183*

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Connecticut  
as Surety, hereinafter called the Surety, are held and firmly bound unto *Gaston County, PO Box*  
*1578, Gaston, NC 28053* (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of *Five Percent of the Amount Bid (5%)*

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for *George Poston Park Pump Track #197404*  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. \* See attached Rider to this bond.

Signed and sealed this 14<sup>th</sup> day of May, 2020

*Reeta Salemink*  
(Witness)  
Reeta Salemink

*Kim Mullins*  
(Witness)  
Kim Mullins

Musco Sports Lighting, LLC  
(Principal) (Seal)

*Jim Freie*  
(Title)  
Jim Freie, Sales Manager

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

*Dean M. Clark*  
(Title)  
Dean M. Clark, Attorney-in-Fact

**Limited Maintenance Provision**

**Rider**

To be attached to and form part of bond no. BID BOND issued by the Travelers Casualty and Surety Company of America on behalf of Musco Sports Lighting, LLC in the amount of Five Percent of the Amount Bid ( 5% ) and dated May 14, 2020, in favor Gaston County, PO Box 1578, Gaston, NC 28053 for George Poston Park Pump Track #197404

Principal and Surety shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting, LLC

By:  \_\_\_\_\_

Travelers Casualty and Surety  
Company of America

By:  \_\_\_\_\_

Dean M. Clark, Attorney-In-Fact

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dean M. Clark of Des Moines Iowa, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

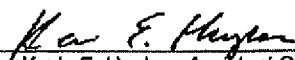
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of May, 2020



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid  
**State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts**  
County of MAHASKA

(Name of Bidder)

Affidavit of Musco Sports Lighting, LLC

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 L0101)

- ☒ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☒ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

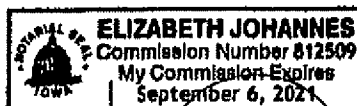
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/07/20 Name of Authorized Officer: James M. Hansen

Signature: \_\_\_\_\_

Title: Secretary



SEAL

State of Iowa County of Mahaska

Subscribed and sworn to before me this 7th day of May 20 20

Notary Public Elizabeth Johannes

My commission expires 9.6.2021



(Name of Bidder)

[illegible]

**The total value of minority business contracting will be (\$)** 42,000.

IOWA  
STATE OF ~~NORTH CAROLINA~~ )  
MAHASKA )  
COUNTY OF ~~CASTON~~ )

AFFIDAVIT

\*\*\*\*\*

I, James M. Hansen (the individual attesting below), being duly authorized by and on behalf of  
Musco Sports Lighting, LLC (the entity bidding on project hereinafter "Employer") after first being duly  
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in <sup>the United States,</sup> ~~this State~~ (mark Yes or No)
  - a. YES X, or
  - b. NO \_\_\_\_\_ (If answer is no, Employer is not required to use E-Verify)
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 7th day of May, 20X 20.

[Signature]  
Signature of Affiant

Print or Type Name and Title of Officer of the Company: James M. Hansen, Secretary

Iowa Mahaska  
State of ~~NORTH CAROLINA~~, County of ~~CASTON~~

Signed and sworn to (or affirmed) before me, this the 7th

day of May, 20X 20.

My Commission expires: September 6, 2021

[Signature]  
Notary Public

(Affix Official/Notarial Seal)



## Michael Applegate

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**From:** Cathy Hart  
**Sent:** Thursday, May 14, 2020 2:39 PM  
**To:** Michael Applegate  
**Subject:** Pump Track Lighting Bids

Mike,

Are you still ok with paying for half of the lighting costs for the pumptrack? See the highlighted price below. Hopefully we could get this in before August 8.

Thanks,  
Cathy



Cathy Hart, CPRP  
Director  
Gaston County Parks and Recreation  
PO Box 1578  
Gastonia, NC 28053  
Phone: 704-922-2162  
Email: [Cathy.Hart@gastongov.com](mailto:Cathy.Hart@gastongov.com)

*"Keep your face always toward sunshine and shadows will fall behind you." - Walt Whitman*

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**From:** Ashbaugh, Jeff [mailto:[JAshbaugh@benesch.com](mailto:JAshbaugh@benesch.com)]  
**Sent:** Thursday, May 14, 2020 2:29 PM  
**To:** Cathy Hart; Ray Maxwell  
**Subject:** RE: {External} RE: Poston Park Pump Track Lighting-Addendum #1

One bid. Musco 120,500 for the base bid and 126,525 total bid (includes a 6,025 contingency).

Jeff Ashbaugh, PLA | Associate | Senior Project Manager

Alfred Benesch & Company | 2359 Perimeter Pointe Parkway, Suite 350, Charlotte, NC 28208  
P 704-521-9880 / Direct: 704-943-3171 | F 704-521-8955 | C 704-975-0471 | E [jashbaugh@benesch.com](mailto:jashbaugh@benesch.com) | W [www.benesch.com](http://www.benesch.com)

**From:** Cathy Hart <[Cathy.Hart@gastongov.com](mailto:Cathy.Hart@gastongov.com)>  
**Sent:** Thursday, May 14, 2020 2:27 PM  
**To:** Ashbaugh, Jeff <[JAshbaugh@benesch.com](mailto:JAshbaugh@benesch.com)>; Ray Maxwell <[Ray.Maxwell@gastongov.com](mailto:Ray.Maxwell@gastongov.com)>  
**Subject:** RE: {External} RE: Poston Park Pump Track Lighting-Addendum #1

Jeff,