

CITY OF LAS VEGAS 1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701 505-454-1401 FAX: 505-425-7335

## Mayor Tonita Gurule-Giron

## CITY OF LAS VEGAS SPECIAL CITY COUNCIL AGENDA July 26, 2016–Tuesday– 11:00 a.m. <u>City Council Chambers</u> <u>1700 N. Grand Ave</u>

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. CALL TO ORDER
- II. <u>ROLL CALL</u>
- III. PLEDGE OF ALLEGIANCE
- IV. MOMENT OF SILENCE
- V. APPROVAL OF AGENDA
- VI. <u>PUBLIC INPUT (not to exceed 3 minutes per person and persons must</u> sign up at least fifteen (15) minutes prior to meeting.)
- VII. <u>BUSINESS ITEMS</u>
  - 1. Approval/Disapproval to award Bid #2016-28 to Cross Connection Inc. to complete the Abe Montoya Recreation Center Renovation Project.

**Pam Marrujo, Recreation Director** The City of Las Vegas has negotiated with Cross Connection Inc. and is ready to award the bid and enter into contract with this company to complete the Abe Montoya Recreation Center Renovation Project.

## VIII. EXECUTIVE SESSION

## THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN

**MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.** 

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

#### IX. ADJOURN

**ATTENTION PERSONS WITH DISABILITES:** The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

**NOTE:** A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 877013

### **CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 7/21/16 DEPT: Recreation MEETIN

MEETING DATE: 7/26/16

ITEM/TOPIC: Abe Montoya Recreation Center Renovation Project

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award Bid #2016-28 to Cross Connection Inc. to complete the Abe Montoya Recreation Center Renovation Project.

**BACKGROUND/RATIONALE**: The City of Las Vegas has negotiated with Cross Connection Inc. and is ready to award the bid and enter into contract with this company to complete the Abe Montoya Recreation Center Renovation Project.

STAFF RECOMMENDATION: Approval to award Bid #2016-28 Cross Connection Inc.

**COMMITTEE RECOMMENDATION:** 

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

**REVIEWED AND APPROVED BY:** 

TONITA GURULE-GIRON MAYOR

RICHARD TRUJILL

PURCHASING AGENT (FOR BID/RFP AWARD) ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

SUBMITTER'S SIGNATURE

anun

H. CHICO GALLEGOS CITY ATTORNEY (ALL CONTRACTS MUST BE REVIEWED)

	72
ATE:	28-19-2015 6/29/11e
IME:	2:00PM
	City Council Chambers

CITY OF LAS VEGAS QUALIFICATIONS/BID OPENING

OPENING NO .: 2016-28

DEPARTMENT:

(

PUBLIC WORKS/RECREATION

OCATION:	City Council Chambers	
	1700 N. Grand Ave.	
	Las Vegas, NM 87701	

ITEM(S): ABE MONTOYA RECREATION CENTER RENOVATION

	BID BOND	NOTARIZED	DISC. FORM
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(use other side of form when full) OSALS TAKEN BY: DRIGINAL PRO hk 1-16 DATE: AKEN BY: PIE DATE:

FINANCE DE OPENED B AD DATE

CITY OF LAS VEGAS PURCHASING DEPT.

10:11 Am

# **BID PROPOSAL**

## Abe Montoya Recreation Center Renovations No. P0012067W

Submitted by: Cross Connection, Inc. 18329 US 84/285 Espanola, NM 87532 Contact: Ross Sanchez (505)747-4868

## BID PROPOSAL BIDDER INFORMATION

BIDDER: Cross Connection, Inc.

AUTHORIZED AGENT: A. Ross Sanchez - President

ADDRESS: 18329 US 84/285 Espanola, NM 87532

TELEPHONE NUMBER: (\_\_\_\_\_\_505\_\_\_\_) \_\_\_747-4868

FAX NUMBER: (\_\_\_\_\_\_505\_\_\_\_) \_\_\_747-4869

DELIVERY: 18329 US 84/285 Espanola, NM 87532

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1772408784

NEW MEXICO CONTRACTORS LICENSE NO.: 58355

BID ITEM (S): Abe Montoya Recreation Center Renovation

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

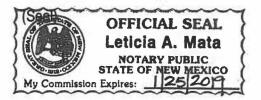
AFFIDAVIT FOR FILING WITH COMPETITIVE BID STATE OF New Mexico )

) ss

I <u>A. Ross Sanchez</u>, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and swom to before me, this 29th day of \_\_\_\_\_



COUNTY OF Santa Fe

Notary Public Signature

My Commission Expires: \_ [anuaru]

**BID PROPOSAL** 

## **BID PROPOSAL ABE MONTOYA RECREATION CENTER RENOVATION**

TO: City of Las Vegas 1700 N Grand Ave. Las Vegas, NM 87701 (Hereinafter called "Owner")

The undersigned hereby proposes to perform all work for the Abe Montoya Recreation Center Project in accordance with the following:

- 1. Advertisement for Bids dated <u>May 29 & June 3, 2016</u> in the <u>Albuquerque Journal</u> and <u>May 29 & June 3, 2016</u> in the <u>Las Vegas Optic.</u>
- 2. The Contract Documents, including Special Conditions, Drawings, and Specifications prepared by WHPacific, Inc., for the Owner.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid including alternates shown in the following bid schedule. Bids shall not include New Mexico gross receipts tax.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within seven (7) days execute and return to City of Las Vegas the prescribed construction contract and bonds.

Award of the Contract will be based upon acceptance of qualifications and awarded to the lowest qualified responsible bidder based on the Base Bid and sequential Alternates if accepted

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as Bidder hereby certifies that he and his subcontractors are registered with the Department of Workforce Solutions (formerly the Labor Department) in accordance with the "Public Works Contracts – Registration of Contractors and Subcontractors" Section of the Public Works Minimum Wage Act.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will, within seven (7) days, execute and return to City of Las Vegas the prescribed construction contract, insurance and bonds.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages (representing damage, failure to provide drinking water and risk of loss of property), the amounts listed in the following schedule for each calendar day in which the work is not complete.

Description of Work	Timeframe / Completion Date	Liquidated Damages
Substantial Completion	190 Weather Wating Dava	\$1 500 00 hundring day
Base Bid and Alternate(s)	180 Weather Working Days	\$1,500.00/working day
Final Completion Base Bid & Alternate(s)	205 Weather Working Days	\$1,500.,00/working day

Attached hereto is the required proposal guarantee described as follows: <u>Surety Bid Bond underwriter Cincinnati Insurance Company five percent of amount bid</u>

The proposal guarantee shall be 5% of the total amount bid. The receipt of Addenda is acknowledged below: Addendum No. 1 Date June 23, 2016

Addendum No. \_\_\_\_\_Date\_\_\_\_\_ Addendum No. \_\_\_\_\_Date\_\_\_\_\_

June 29 2016. Dated:

SIGNATURE OF BIDDER:

(SEAL) if Bid is by a Corporation

By: <u>A. Ross Sanchez</u> (Print Name)

ABE MONTOYA RECREATION CENTER

BP-4

**BID PROPOSAL** 

Cross Connection, Inc. Bidders Company Name

Title: President

Company: Cross Connection, Inc.

Address: 18329 US 84/285

Espanola, NM 87532

New Mexico Contractor's Classification and License No.:

58355-MM98, GB98, GF9 & LP04

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two years period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

#### The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: <u>N/A</u>
Relation to Prospective Contractor:
Name of Applicable Public Official:
Date Contribution(s) Made:
Amount(s) of Contribution(s)
Nature of Contribution(s)
Purpose of Contribution(s)
(The above fields are unlimited in size)
·
Signature Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

<u>6 · 2 9 · 76</u> Date Signature

President Title (Position)

## SUBCONTRACTORS FAIR PRACTICES ACT REQUIRED LISTING

### CITY OF LAS VEGAS

Bidders' listing of subcontractors for compliance with Subcontractors Fair Practices Act (NMSA 1978 §13-4-31, et. seq.). This sheet must be filled in.

## PROJECT: ABE MONTOYA RECREATION CENTER RENOVATION

Bidder must list subcontractors where estimated work exceeds \$13,000.00. List only one subcontractor per category of work. This listing must be filled out with either a subcontractor's name or the words "no subcontractor to be used," "no bid was received," or "only one bid was received" corresponding to each category. Failure to fill in this sheet may result in a non-responsive bid which may be rejected. See Special Conditions No. 18.

SUBCONTRACTOR'S NAME	LOCATION	CATEGORY
Self Perform	Espanola	Mechanical
Self Perform	Espanola	Plumbing
Self Perform	Espanola	Demolition
Self Perform	Espanola	Framing/Drywall
Self Perform	Espanola	Structural Installation
Electric Horseman	Las Vegas	Electrical Special Systems
Gallery Painting	Albuquerque	Specialty Coating/Painting
Progressive Roofing	Albuquerque	Roofing
Dominguez Flooring	Santa Fe	Flooring
Eagle Rock Contracting	Albuquerque	
Acoustical Ceilings	·	

## THE **CINCINNATI INSURANCE COMPANY**

CINCINNATI, OHIO

## **Bid Bond**

#### KNOW ALL MEN BY THESE PRESENTS, that we

Cross Connection, Inc., 18329 US 84/285, Espanola, NM 87532 as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road. Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

#### City of Las Vegas, NM

as Obligee, hereinafter called the Obligee, in the sum of

#### Five Percent of Amount Bid

Dollars (\$ 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

Abe Montoya Recreation Center Renovation

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.

Signed and sealed this 15th

day of June, 2016

less

Cross Connection, Inc. (Principal) (Seal) resil (Title)

Vebra (Witness)

THE CINCINNATI INSURANCE COMPANY (Surety) (Seal)

Gabriel A. Portillo

Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

Bv.

S-2000-AIA (6/08) PUBLIC

#### THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

William F. Raskob: Frederic J. Brennan; Gabriel A. Portillo and/or Joseph Menicucci

Albuquerque, New Mexico its true and lawful Attorney(s)-in-Fact to sign, execute, seal of and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00). This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached. continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO COUNTY OF BUTLER

) SS:

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



THE CINCINNATI INSURANCE COMPANY

Vice President

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. day of June, 2016 15th CORPORAT SEA BN-1005 (10/15)

Catt R Lolen



KNOW ALL MEN BY THESE PRESENTS, that we,, hereinafter called the "Principal," as Principal, and the , of , hereinafter called the "Surety," as Surety, are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$\_\_\_\_\_\_), 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: ABE MONTOYA RECREATION CENTER RENOVATION

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, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED this day of \_\_\_\_\_\_, 2016, in the presence of:

WITNESS

PRINCIPAL

TITLE

WITNESS

SURETY

TITLE

A	CORD.	CEF	RTIF			JRANC	CROSCON-01	DATI	DSTILES E (MM/DD/YYYY) 5/15/2016
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							PERSONAL & ADV INJURY	\$	1,000,000
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D	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	Y/N		87643.101	08/01/2015	08/01/2016	E.L. EACH ACCIDENT	\$	500,000
-	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/	N/A				E.L. DISEASE - EA EMPLOYEE		500,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		500,000
E	Leased or Rented			QT660367M6294	08/01/2014	08/01/2015	Equipment		500,000
	CRIPTION OF OPERATIONS / LOCATIONS / Montoya Recreation Center Reno		(ACORD	0 101, Additional Remarks Schedu	le, may be attached if mor	e space is requi	red)		
CE	RTIFICATE HOLDER				CANCELLATION				
City of Las Vegas, NM 1700 North Grand Avenue Las Vegas, NM 87701				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE					

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