CITY OF LAS VEGAS



1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.

Mayor

CITY OF LAS VEGAS SPECIAL CITY COUNCIL AGENDA November 12, 2015—Thursday— 4:30 p.m. City Council Chambers 1700 N. Grand Ave

(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. ROLL CALL
- 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 sign up at least fifteen (15) minutes prior to meeting.)</u>
- VII. BUSINESS ITEMS
 - 1. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance 15-10 petitions to annex property north of the City limits contiguous to the City of Las Vegas.
 - **Benito Lujan, Planning and Zoning Supervisor** Annexation petitions were submitted by ten (10) property owners to incorporate approximately 479.8 acres north of the City limits. The intent of the annexation at this time appears to be for the purpose of acquiring city services, with likely future residential and commercial development.
 - 2. Approval/Disapproval of Engineering and Design Contract with WH Pacific.

Ann Marie Gallegos, Finance Director The City of Las Vegas was awarded a loan from the New Mexico Finance Authority for the purpose

of financing the renovation, rehabilitation and repair of the Abe Montoya Recreation Center.

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: 10/30/15 DEPT: Community Development MEETING DATE: 11/12/15

ITEM/TOPIC: Approval/Disapproval of petitions to annex property north of the City limits contiguous to the City of Las Vegas.

ACTION REQUESTED OF COUNCIL: Conduct a public hearing and consider adoption or rejection of Ordinance No. 15-10.

BACKGROUND/RATIONALE: Council is asked to conduct a public hearing and consider the annexation petitions submitted by 10 property owners to incorporate approximately 479.8 acres north of the City limits. The intent of the annexation at this time appears to be for the purpose of acquiring city services, with likely future residential and commercial development. Presently a mix of land uses including residential, industrial, doctor offices, a rodeo arena, warehouse and agricultural uses exist in this area. Section IV-29 of the City of Las Vegas Comprehensive Master Plan is to recommend the annexation of areas that are now being serviced by city water in phases over a 20 year period; current unimproved infrastructure should be funded through special grants and/or special Assessment Districts. Section 450-17 (B.) of Las Vegas Zoning Ordinance designates territory which is to become a part of the City of Las Vegas by annexation, that all lands may hereafter be annexed into the city shall automatically be classified as an R-A Zone (Residential Agricultural Zone).

STAFF RECOMMENDATION: Approval of Ordinance 15-10

COMMITTEE RECOMMENDATION:

N/A

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

ELMER J. MARTINEZ CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

CITY OF LAS VEGAS, CITY COUNCIL

ORDINANCE NO. 15-11

AN ORDINANCE OF THE CITY OF LAS VEGAS, NEW MEXICO APPROVING THE PETITIONS FOR ANNEXATION OF CONTIGUS TERRITORY TO THE CITY OF LAS VEGAS AS SUBMITTED BY: WILMA CUNICO, SANGRE DE CRISTO GRAVEL PRODUCTS LLC, ANTHONY MARTINEZ, ALEX ULIBARRI & DWAYNE ULIBARRI, HERMAN ULIBARRI, PAUL & MELISSA MAEZ, LYDIA & ROBERTO ORTIZ, KENNY & MARSHA ZAMORA

WHEREAS, a petition has been duly filed and survey(s) presented to the City of Las Vegas, New Mexico, seeking the annexation of territory contiguous to the said municipality which petition is signed by the owners of the majority of number of acres in the contiguous territory and to which petition is attached a map showing the external boundaries of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the City of Las Vegas, and;

WHEREAS, the City of Las Vegas initiated the development of a Comprehensive Master Plan for the general purpose of guiding and accomplish a coordinated, adjusted and harmonious development of the municipality which, in accordance with existing and future needs, best promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, the area herein described is identified as being within Phase 6, of the City of Las Vegas Comprehensive Master Plan; and

WHEREAS, the goal of Section IV-29 of the City of Las Vegas Comprehensive Master Plan is to annex areas that are now being serviced by City water in phases over a twenty (20) year period, current unimproved infrastructure should be funded through special grants and/ or special Assessment Districts; and

WHEREAS, the City of Las Vegas Comprehensive Master Plan calls for annexation as a tool to manage land in the ETZ, and for the development of unique guidelines to direct growth; and

WHEREAS, the City of Las Vegas cannot ensure the availability of Public Services, including but not restricted to, gas and sewer within the territory described herein; and

WHEREAS, until the City has the opportunity to analyze zoning in the annexed territory, the City will not consider any developments or petitions for zone changes for a period of twenty-four (24) months; and

WHEREAS, the Governing Body of the City of Las Vegas has determined that it is in the best interest of the City to approve the annexation; and

WHEREAS, said petition having been considered and found to be in proper form.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, as follows:

- 1. That consent is hereby given to the annexation of the following contiguous territory to the City of Las Vegas, New Mexico;
 A tract of land located within the Las Vegas Land Grant North of the City of Las Vegas, San Miguel County, New Mexico, and being within projected Sections 1, 12, 13, Township 16 North, Range 16 East, Section 6 Township 16 North, Range 17 East, Sections 36, Township 17 North, Range 17 East NMPM. Said tract being more particularly described as follows, and further described by survey drawing number 015-149 as prepared by Winston & Associates, LLC.
- 2. Attached is a plat identified as survey drawing number 015-149 as prepared by Winston and Associates, LLC. showing the external boundaries of the territory proposed to be annexed and the relationship to the territory proposed to be annexed to the existing boundaries of the City of Las Vegas.
- 3. As a condition of annexation, it is understood and accepted by the applicants that the City of Las Vegas cannot ensure the availability of public services including, but not restricted to, gas and sewer within the territory described herein.
- 4. That any infrastructure improvements, including but not limited to water, sewer and gas should be funded through special grants, and/or special assessment districts, and/or private initiatives.
- 5. Until the City has had the opportunity to analyze zoning in the annexed territory, the City will not consider any developments or petitions for zone changes for a period of twenty four (24) months.
- 6. That Zeamway Bridge and Road remain private until such time that it is brought to current City standards.
- 7. That a copy of the ORDINANCE together with a copy of the plat showing the property being annexed shall be filed with the office of the County Clerk of San Miguel, New Mexico, and that from and after such filing of above described shall constitute a portion of the municipality.

PASSED, APPROVED AND ADOPTED ON THIS _	DAY OF, 2015.
ATTEST:	
Casandra Fresquez, City Clerk	Alfonso E. Ortiz, Jr., Mayor
REVIEWED AND APPROVED AS TO LEGAL SUP	FIENCY ONLY
Dave Romero, City Attorney	

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/27/15

DEPT: Finance

MEETING DATE: 11/12/15

ITEM/TOPIC: Engineering and Design Contract with WH Pacific for Phase I of the Abe Montoya Recreation Center Renovation.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Engineering and Design Contract with WH Pacific.

BACKGROUND/RATIONALE: City of Las Vegas was awarded a loan from the New Mexico Finance Authority for the purpose of financing the renovation, rehabilitation and repair of the Abe Montoya Recreation Center.

STAFF RECOMMENDATION: Approval

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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

ELMER J. MARTINEZ

CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)
Approved to form 1-26-15

WHPacific

SHORT FORM CONTRACT / WORK AUTHORIZATION

Date:	October 23, 2015	Project #:	P000049W.0594
Project:	Abe Montoya Recreation Center Renovation,		N/A
	Las Vegas, NM		
Client:	City of Las Vegas, NM	Cilent Contact:	Martin Gonzales
Phone #:	505-426-1369		505-454-8036
Physical Address:	1700 North Grand	Billing Address (if different):	
identified as the pool and rooms, and a Priority B sc of the recre recommenda	I include design documents, bidding and const "Priority A" in the <u>Reassessment Report</u> dated its associated programmatic spaces such as associated storage areas so as to make the build ope (not in contract) will be dependent on avaitation center. Priority A and Priority B task tions from the recent site visit on August 26, and 25 ce at no more than four (4) public meetings. S	d September 4, 2015 (attache reception, lobby, locker rooding weather-tight and return allable funding and will add ks align with the recomme 2015 are required. Services a	ed). The Priority A scope of work will address oms, restrooms, mechanical rooms, electrical in the facility to its intended use for the public ress concerns within the north wing, Phase II, endations of the 2014 assessment. No new not included; preparation of as-built drawings
Requested E	By: Paul Browne Schedul		ement Report" dated September 4, 2015 and lated September 18, 2015
Compensation	n: Client agrees to pay WHPacific, Inc. for the	above services on the basis of	·F
A lump A Time For extr This Work Au WHPacific, an	o sum fee of \$ 179,800.00, plus reimbursable effic's proposal letter (e.g. bidding documents exam fee of \$	clude hourly rates as set forth expenses as set forth in the a its (if any), represents the er ritten instrument. WHPacif	tin the attached Fee Schedule. ttached Fee Schedule. ttire understanding between the Client and ic's Standard Contract Provisions are also
WHPACIFIC,	Inc.	CLIENT: CITY OF	Las Vegas
Name:	Paul W. Browne	Name:	
Signature:	Tell Parise	Signature:	
Title:	Project Manager	Title:	
Data:	OCTOBER 24, 2015	Date:	
Signature:	Mike Malloy Departions Manager, Albuquerque	<u></u>	

WHPacific

STANDARD CONTRACT PROVISIONS

- Period of Service: WHPacific, Inc. (WHPacific) will commence work within ten days of receipt by WHPacific
 of the executed Agreement and will proceed with said work with due and reasonable diligence consistent with
 sound professional practices to completion. WHPacific will not be responsible for delays caused by factors
 beyond WHPacific's control and which could not reasonably have been foreseen at the time this Agreement was
 executed. THE CITY OF LAS VEGAS understands, however, that WHPacific's performance must be governed
 by sound professional practices.
- 2. Terms of Payment: Amounts due for Services will be billed monthly based on the actual services completed. THE CITY OF LAS VEGAS shall make prompt monthly payments in response to WHPacific's monthly invoices. If THE CITY OF LAS VEGAS objects to any invoice submitted by WHPacific, THE CITY OF LAS VEGAS shall so advise WHPacific in writing, giving reasons therefore, within fourteen days of the date on said invoice. If THE CITY OF LAS VEGAS fails to make any payment due WHPacific for services and expenses within thirty days of the date on the invoice therefore, the amounts not paid will be considered past due. A delinquency charge of 1½% per month shall be added to the past due amount, and, in addition, WHPacific may suspend services under this Agreement, without liability for delay or other damages which may result therefrom, upon delivery of written notice of its intention thereof. THE CITY OF LAS VEGAS shall pay all reasonable attorneys' fees, court costs and collection fees incurred by WHPacific in the collection of any past due invoices.
- 3. Payments in Event of Termination: In the event this Agreement is terminated, WHPacific will be compensated for services performed under this Agreement to the date of termination in accordance with the above provisions governing payments to WHPacific. If this Agreement is terminated by THE CITY OF LAS VEGAS for whatever reason, WHPacific will also be compensated for all reasonable costs and expenses incurred to assemble and close project files and records.
- 4. Opinions of Cost: WHPacific has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. WHPacific's opinions of probable Project or construction costs are made on the basis of WHPacific's professional experience and qualifications and represent WHPacific's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but WHPacific cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable costs prepared by WHPacific. WHPacific makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 5. Standard of Performance: WHPacific shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 6. Construction and Safety: WHPacific shall not have authority over, or any responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the work of Contractor(s); or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work.
- 7. Reuse of Documents: All documents, including drawings and specifications, prepared by WHPacific pursuant to this Agreement shall remain the property of WHPacific and are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by THE CITY OF LAS VEGAS or others on extensions of the services provided for the intended Project or on any other project. Any reuse without written authorization or adaptation by WHPacific for the specific purpose intended will be at THE CITY OF LAS VEGAS's sole risk and without liability or legal exposure to WHPacific; and THE CITY OF LAS VEGAS shall indemnify and hold harmless WHPacific from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such unauthorized reuse or modification. Any such authorization or adaptation will entitle WHPacific to further compensation at rates to be agreed upon by THE CITY OF LAS VEGAS and WHPacific.
- 8. Electronic Media Delivery: It is recognized that THE CITY OF LAS VEGAS may, from time to time, request the delivery of and receive copies of drawings on computer disks and/or magnetic tapes. The original discs and/or magnetic tapes will be retained by WHPacific. The information on the electronic media is considered part of

WHPacific's instruments of service and shall not be used on other projects, for additions to this project, or for completion of this project by another design professional except by agreement in writing and with appropriate compensation to WHPacific.

Any such use or reuse by THE CITY OF LAS VEGAS or others, without written authorization or CADD adaptation by WHPacific for the specific purpose intended will be at THE CITY OF LAS VEGAS's sole risk and without liability or legal exposure to WHPacific. Furthermore, THE CITY OF LAS VEGAS shall, to the fullest extent permitted by law, indemnify and hold harmless WHPacific from all claims arising out of or resulting therefrom. Due to the potential that the information set forth on the computer discs and/or magnetic tapes can be modified by THE CITY OF LAS VEGAS, unintentionally or otherwise, WHPacific reserves the right to remove all reference to its ownership and/or involvement from each electronic display. THE CITY OF LAS VEGAS's software. WHPacific makes no warranty as to the compatibility of its files with THE CITY OF LAS VEGAS's software. Because data stored on electronic media can deteriorate undetected, THE CITY OF LAS VEGAS agrees that WHPacific cannot be held liable for the completeness or correctness of the electronic data after an acceptance period of 30 days from the date of delivery of the electronic files.

- 9. Differing Site Conditions: "Differing Site Conditions" are physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by THE CITY OF LAS VEGAS to WHPacific in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the project site. If Differing Site Conditions adversely affect WHPacific's work hereunder, then 1) WHPacific need not continue performance of the work after notifying THE CITY OF LAS VEGAS of such Differing Site Conditions, and 2) if THE CITY OF LAS VEGAS wishes WHPacific to so continue, THE CITY OF LAS VEGAS and WHPacific shall agree in writing upon an appropriate new agreement to reflect the cost and schedule impact of such conditions.
- 10. Indemnification: WHPacific agrees, to the fullest extent permitted by law, to indemnify and hold THE CITY OF LAS VEGAS harmless from damages and losses arising from the negligent acts, errors or omissions of WHPacific in the performance of its professional services under this Agreement, to the extent that WHPacific is responsible for such damages and losses on a comparative basis of fault and responsibility between WHPacific and THE CITY OF LAS VEGAS. WHPacific is not obligated to indemnify THE CITY OF LAS VEGAS for THE CITY OF LAS VEGAS's own negligence.
- 11. Limitation of Liability: In no event shall the liability of WHPacific (or its officers, subcontractors, and employees) to THE CITY OF LAS VEGAS (and its officers, contractors, and employees) exceed Fifty Thousand Dollars (\$50,000.00) or the amount of compensation actually paid by THE CITY OF LAS VEGAS to WHPacific hereunder, whichever amount is greater. Such liability ceiling applies to, without limitation, injury or damage to persons or property and all claims arising out of any alleged breach of contract, design defect, error, omission, or professional negligence. Further, THE CITY OF LAS VEGAS shall either 1) include a like limitation of liability benefiting WHPacific in THE CITY OF LAS VEGAS's contracts with any contractor or subcontractor who may perform work in connection with or making use of any design, report, or study prepared by WHPacific, or 2) indemnify, defend and hold WHPacific harmless for, from and against any liability in excess of the limit established in this section arising because of claims brought by such contractors or subcontractors arising out of any such design, report or study. In no event shall WHPacific be liable for any lost profits or other special, incidental or consequential damages.

If THE CITY OF LAS VEGAS desires a higher limitation, WHPacific may agree, at THE CITY OF LAS VEGAS"S request, to increase the limitation of liability amount to a greater sum in exchange for a negotiated increase in WHPacific's compensation. Any additional charge for a higher limit is consideration for the greater risk assumed by WHPacific and is not a charge for additional professional liability. Any agreement to increase the limitation of liability amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, THE CITY OF LAS VEGAS acknowledges that this Limitation of Liability clause has been reviewed, understood and is a material part of this Agreement, and that THE CITY OF LAS VEGAS has had an opportunity to seek legal advice regarding this provision.

- 12. Termination: Either party may terminate this Agreement at any time upon seven days' prior written notice to the other. Both parties agree that the provisions of Section 11 (Limitation of Liability) shall survive termination.
- 13. Mediation: Before commencing any legal action (such as a lawsuit or arbitration) against WHPacific arising from this Agreement, THE CITY OF LAS VEGAS shall give WHPacific written notice of its intention to commence such an action and shall offer to mediate the issues in dispute. If WHPacific accepts the mediation offer within ten calendar days of the notice, THE CITY OF LAS VEGAS shall refrain from commencing any legal action for an additional 30 calendar days to allow the mediation to occur. Notwithstanding the foregoing, if THE CITY OF LAS VEGAS believes that its right to commence a legal action may be impaired by the running of a statute of limitations, THE CITY OF LAS VEGAS may commence a legal action, but shall stay that action during the 30-day period reserved for mediation. Nothing in this Agreement shall in any way suspend, toll or otherwise affect any statute of limitations period applicable to claims filed by THE CITY OF LAS VEGAS against WHPacific.
- 14. Attorneys' Fees and Expenses: In any litigation or arbitration instituted to enforce any of the terms or conditions of this Agreement, the Prevailing Party shall be entitled to receive, as part of any award or judgment, in addition to costs and disbursements allowed by statutes, its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation or arbitration result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial or hearing) to settle such litigation or arbitration.
- 15. Waiver: No waiver of a breach of any covenant, term or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 16. Controlling Law, Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of New Mexico Jurisdiction and venue of any dispute hereunder shall be in any court of competent jurisdiction.
- 17. General: This Agreement: (a) is the entire integrated agreement between the parties and supersedes all prior agreements or understandings related to the subject matter, (b) may be modified only in writing signed by both parties, and (c) may be executed by either party by orally confirmed fax transmission to the other party of a counterpart showing the signature of an authorized representative of such party. Neither the rights nor duties of this Agreement may be assigned or delegated by a party without prior written consent of the other party.

Accepted and agreed to this day o	f, 20	
WHPACIFIC, INC.		THE CITY OF LAS VEGAS:
BY: Machael Wm. Wall	BY:	
ITS: NEW MEXICO CORRENTO	18 MAJAGER ITS:	



September 18, 2015

Mr. Elmer J. Martinez
City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701

RE: Design Services for the Abe Montoya Recreation Center Renovation Las Vegas, New Mexico

Dear Mr. Martinez:

WHPacific is pleased to submit for your consideration a proposal for the Renovation of the Abe Montoya Recreation Center in Las Vegas, New Mexico. This proposal is for the design and construction documentation necessary to repair and renovate the existing wind damaged facility and return the building to working condition for public use.

A LUMP SUM FIXED FEE OF ONE HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED DOLARS (\$179,800) not including NMGRT. This represents about 8.2% of the estimated 2.2 million for construction before taxes.

Our fee is based on the "Priority 'A' Scope of Work: South Wing, Phase I Building" identified in the attached Reassessment Report dated September 4, 2015. A summary of the Scope of Services to be completed for this project is as follows:

Architectural Design:

- 1. Design to replace metal roofing where needed to return the roof to functioning condition.
- 2. Design new flat membrane roofing to replace existing flat membrane roofing.
- 3. Replace and repair interior ceiling tiles, tollet partitions, drywall ceilings, and drywall partitions where significant damage has occurred. New walls will be rebuilt in same location as existing.
- 4. Provide design for interior paint with appropriate paints that protect from water damage. The pool area would require sandblasting of all structural items and repainting with a high grade aquatic paint to prevent corrosion and rust.
- 5. Design for exterior wall waterproofing and sealer application.

Structural Design:

- 1. Design new metal structural deck and joists where needed to return the building to a safe structure and comply with current codes as required.
- 2. Evaluate stair treads and slide supports and provide a design for repair as needed.
- 3. Provide supplementary design services for other architectural, mechanical, and electrical services.

WHPacific

Mechanical Design:

1. Coordinate and review a Test, Adjust and Balance (TAB) prior to design.

Design the retrofit to the existing PoolPak unit on site to provide new piping, evaporator coils, a
complete refrigerant system and controls to upgrade the unit to its full dehumidification
capacity.

3. Design for replacement of the makeup air unit and the roof-mounted intake hood. The new unit should include new controls for air tempering and for automatic operation in tandem with the existing exhaust fan.

 Design for replacement of the existing air-cooled condenser with a new air-cooled condenser / with R-410A refrigerant and retrofit the existing air handling unit.

5. Provide design for repair of unit heaters, add or replace some radiant heaters, and relocate equipment to prevent freezing and improve performance of the system.

Electrical Design:

1. Remove and reinstall electrical lighting as required for other work mentioned.

2. Provide power for mechanical and support architectural changes as required.

Bidding and Construction Administration:

1. Manage advertisement for bid for the City of Las Vegas by answering pre-bid RFI's, attending the pre-bid meeting and providing recommendations for award of bid.

2. Manage award of the Construction contract for the City of Las Vegas through issuance of notice to proceed and attendance at preconstruction meeting.

3. Provide Construction Administration services to include: responses to Contractor's RFI's, submittal review, Issuance of supplemental instructions, coordination of change orders, and certification of pay applications.

4. Provide twelve (12) periodic site visits/inspections (two (2) per month for six (6) months).

5. Verify that O&M, equipment training, and commissioning have been completed as planned.

6. Incorporate Contractor's as-built redlines into final project record drawings for the City of Las Vegas.

Assumptions:

1. Design will take 3 months with two weeks review time at each submittal by City of Las Vegas.

2. WHPacific will include mold abatement requirements for Contractor abatement within limits of the scope of work.

3. WHPacific will furnish 6 sets of half-size drawings for each design submittal review.

4. WHPacific will provide ten (10) sets of construction documents for bidding.

5. Additional drawing sets will be reimbursable by the City of Las Vegas.

The Document titled "Reassessment Report for the Abe Montoya Recreation Center" dated September 4, 2015 will be the basis for design.

7. Two design submittals and review meetings at 50% and 95%.

Exclusions:

1. Public presentations

2. Special inspections or compliance testing

3. Full time construction observation

4. LEED certification (not required by client)

WHPacific

Based on the above Scope of Services, WHPacific proposes a lump sum fixed fee of one hundred seventy-nine thousand eight hundred dollars (\$179,800) not including NMGRT. Thank you for your consideration of our proposal. We look forward to this opportunity to provide Las Vegas with architectural and engineering services on this project. Please let me know if you have any comments or questions.

Respectfully, WHPacific Inc.

Paul W. Browne, PMP, AIA

Project Manager

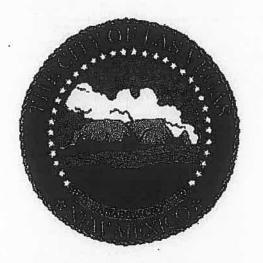
505.830.8742 | pbrowne@whpacific.com

Michael W. Malloy, PE

Operations Manager, Albuquerque

505.348.5254 | mmalloy@whpaclfic.com

REASSESSMENT REPORT



CITY OF LAS VEGAS, NM

FOR THE

ABE MONTOYA RECREATION CENTER

Project Number: 10537W

Prepared by:



September 4, 2015

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A. 2014 ASSESSMENT REPORT

Abe Montoya Recreation Center

INTRODUCTION

WHPacific and Walla Engineering met with the City of Las Vegas and performed a reassessment of the Abe Montoya Recreation Center on August 26, 2015. The goal was to validate the scope of work for the proposed renovation of the facility. This reassessment follows discussions with the City of Las Vegas regarding prioritization of the work so that the facility can be operational, once again, in 2016. These discussions have identified renovation of the Phase I Building (pool facility) as the primary focus of this project. This scope of work will include structural, architectural, mechanical, and electrical upgrades to repair damage to the existing facility making it weather tight and habitable while also addressing the main causes of humidity corroding the building's structural components.

While the Abe Montoya Phase I facility has been vacant for eighteen months, further corrosion of metals within the building has occurred. Metal decking, joist framing, bolted connections, bearing plates and beams, for example, have experienced further corrosion. More specifically, the framing and metal deck supporting the HVAC equipment at the mechanical room mezzanine shows evidence of further corrosion. From visual inspection, however, this corrosion can be addressed through repair without replacement of major structural members beyond those identified in the original 2014 assessment report.

To complete the prioritized scope of work currently identified for the facility renovation, WHPacific proposes the project be divided into Priority A and Priority B tasks. The Priority A scope of work will address the pool and its associated programmatic spaces such as reception, lobby, locker rooms, restrooms, mechanical rooms, electrical rooms, and associated storage areas so as to make the building weather-tight and return the facility to its intended use for the public. Priority B scope will be dependent on available funding and will address concerns within the north wing, Phase II, of the recreation center. Priority A and Priority B tasks align with the recommendations of the 2014 assessment. No new recommendations from the recent site visit on August 26, 2015 are required.

PRIORITY "A" SCOPE OF WORK: South Wing, Phase I Building

Architectural Proposed Solution:

The major portion of the architectural work will take place in three areas: walls, cellings, and roofing. First the walls must be repaired where there is existing water damage. This will mean removing and replacing gypsum board, plaster, an interior finishes and then re-finishing the walls to match existing surfaces. Wall surfaces must be replaced in the high bay wall in the pool area, the janitor's closet, gaming room/office, locker rooms, and the corridor. Where there are CMU or concrete walls the paint will be removed, in some areas this will mean sandblasting, and then the walls will need to be primed and repainted. Also the tollet partitions in the locker rooms will be replaced with a solid plastic (HDPE) partitions which are mold resistant and will not rust. The windows in the pool area will also receive tinting to reduce summer heating and reduce cooling needs.

The ceiling repairs will consist mostly of replacing lay-in ceiling tiles. It is estimated that 25-30% of ceiling tiles will be replaced due to water damage including the lobby and reception areas. The existing gypsum board ceiling in the locker rooms will also need to be replaced where there is extensive water

damage. Finally, the metal deck in the pool area will have to be sandblasted to remove the existing paint and rusted areas and then repainted with a high performance paint for pool areas. Some areas of the deck will be replaced as referenced in the structural section.

Roofing repair will consist of repairing and replacing the roof, both metal roofing and membrane roofing, where it needs to be removed for deck and joist replacement over the pool area. The High bay area will receive a totally new metal roof deck as well as the part over the mechanical mezzanine that has been rusted. The other areas of the flat roof will also have to be replaced. The roof is nearing the end of its life and due to the amount of replacement and repair that would be needed WHPacific recommends replacement of the flat roofs with a new membrane system. The new membrane system will have flashing continuous over the parapets to prevent moisture from entering along the walls and will redo all of the existing scuppers and roof slope to prevent ponding and water infiltration. Also all of the downspouts and scuppers will be replaced with new properly flashed penetrations and any gaps in the roof system or flashing will be closed and sealed properly. Finally, the exterior walls should receive a new coating of waterproofing finish to prevent water seeping into the building.

Structural Proposed Solution:

The following is a list of recommendations for structural remediation of the building prior to re-opening the pool space for public use. Refer to the attached drawing SKS-1 which shows the framing plan of the original building with added notes.

Remove the remaining roof deck and roof joists at the high roof space over the water slide and replace them with properly coated structural steel joists and metal deck. The remaining deck and joists are too badly rusted and deteriorated to salvage. This area of the roof appears to be where the highest concentration of humidity accumulation occurred.

Remove and replace the structural steel stud walls at the raised roof section over the water slide area of the pool. The interior face of these walls should be protected from moisture intrusion with some kind of barrier, coating or membrane common to this application.

The damaged structural roof deck over the mechanical mezzanine must be replaced. A galvanized deck may be appropriate here due to the increased moisture conditions located next to the pool. Similarly, the severely damaged roof decking at the perimeter of the main pool roof must be removed and replaced. The SKS-1 drawing indicates a typical width of 10 feet for this removal and replacement but this area may need to be revised if field conditions discovered during construction of the repairs indicate further damage than what was observed from below.

The remainder of the main pool roof structure, including metal decking, joists and joists girders must be resurfaced in order to protect against further damage and eventual fallure of these members. While there exists a global exposure of these structural elements to minor rust damage the structure has not been compromised to a point that requires total replacement. However, if these steel surfaces are not completely cleaned and recoated they will continue to deteriorate in this humid pool space and fail. The new coating should be done with a material that is common to this application with an acceptable track

record of success. The application should only be done after all of the screw penetrations for the roofing materials has been completed.

The circular stair treads that lead to the water slide are rust damaged to the point that the steel is delaminating and the treads have sharp edges that could injure its users. The steel deterioration will eventually lead to structural fallure of the treads. It appears that part of this deterioration is due to a lack of maintenance that the treads may have required. The tread damage is too severe to repair and they should be replaced with a regular maintenance program in place to prevent an accelerated deterioration in the future.

The rest of the slide structure should be inspected to identify rust damaged areas of this structure. Repairs should then include removal and replacement of rusted bolts as well as remove and recoat rusted steel surfaces and repair cracked or damaged concrete supports.

The extremely humid condition in the pool area can be mitigated with mechanical equipment designed to remove humidity from the air in facilities such as this. I recommend that the installation of this equipment be accomplished based on a design performed by a licensed mechanical engineer. This design should address the extremely humid condition created by the raised roof area over the slide.

Mechanical Proposed Solution:

WHPacific recommends the following scope of work in order to provide fully automated systems, provide required dehumidification, provide for occupied and un-occupied control modes for increased energy efficiency, and to change out the existing refrigerant systems from R-22 (being phased out) to R-410A (non-HCFC, non-ozone depleting) refrigerant systems. The following recommendations are based on best use of existing equipment and components combined with the replacement or addition of new equipment and components that are compatible with the existing ones. WHPacific has also taken into account building access limitations and freeze protection issues that impact both the existing conditions and future work.

- 1. WHPacific recommends, prior to the design phase, that a certified Test, Adjust and Balance (TAB) contractor be hired to perform a complete test of air- and water-side equipment and duct distribution systems for all HVAC systems, and for all pool-related equipment, pumps, exhausters, filters and heaters, to document existing conditions. The mechanical HVAC equipment report is to be separate from the pool equipment report. The TAB contractor is to perform all standard work, including documenting nameplate data and operation of existing equipment and components, except that no adjusting or balancing of existing systems will be performed. The resultant TAB report will provide a baseline against which to compare the efficacy of repairs and improvements that are made and to compare to the original design documents. WHPacific can assist with recommendations of qualified TAB companies and with the TAB report requirements.
- 2. PoolPak Unit (Symbol 4) and Pool Room Duct Distribution System:
 - a. In spite of the extensive repair work done to the PoolPak unit in 2013, due to its age and lack of an air-cooled condenser and refrigeration capability, WHPacific recommends

retrofitting the existing unit on site to provide new piping, evaporator coils, a complete refrigerant system and controls to upgrade the unit to its full dehumidification capacity. PoolPak has a site-built program for retrofitting existing units that have limited mechanical room access. The site retrofitting is done by PoolPak technicians. See Appendix C for the PoolPak Site-Built brochure. Existing components such as the base frame, metal panels and supply, exhaust and purge fans may be able to be reused to reduce costs. The refrigerant for the system will be R-410A. During the design phase, WHPacific will verify that the dehumidification and space heating capacity of the proposed unit meets the pool room requirements, and will also determine the location of the new air-cooled condenser exterior to the building. The condenser will either be roof-mounted or pad-mounted at grade.

- b. Due to the existing rusting/corrosion of the ductwork, and the subsequent pigeon infestation, WHPacific recommends that all ductwork be replaced with pool room application ductwork.
- 3. Makeup air system (Symbol 3): Due to the age of the makeup air unit and to the ongoing damage being done to the locker rooms from the lack of positive pressurization, WHPacific recommends replacement of the makeup air unit and the roof-mounted intake hood. During the design phase, WHPacific will verify the sizing of the intake hood and makeup air unit. The new unit is to include new controls for air tempering and for automatic operation in tandem with the existing exhaust fans to prevent humid air from the pool room from entering the locker rooms.
- 4. Phase I Air Handler (Symbol 1) and Air-Cooled Condenser (Symbol 1A): WHPacific recommends replacing the existing air-cooled condenser with a new McQuay air-cooled condenser located in the same location on the Phase I roof. The new condenser will have hall guards for protection of the finned coils, to prevent the damage seen at the existing units, and the refrigerant will be R-410A. WHPacific recommends retrofitting the Governair air handling unit as follows: replace the evaporator coll with one rated for use with R-410A, replace the supply and return air motors with inverter-rated motors controlled by variable frequency drives (VFDs), replace the control panel and all air-side and water-side controls and the space thermostat, to provide for fully automatic control of the unit in heating, cooling and economizer modes. The refrigeration piping between the condenser and the air handler will be replaced for R-410A capability. By going with a McQuay condenser, the Governair company engineers will verify that the new evaporator coll and new condensing unit are matched and certified for capacity at site conditions. Both McQuay and Governair equipment are represented by Climatec in Albuquerque.
- 5. Phase I Boiler (Symbol 5), Pumps (Symbols 6A/B/C), Heating Hot Water System, and Chemical Feeders and Expansion Tanks: WHPacific recommends that all equipment and piping/valving be inspected and standard maintenance be done per manufacturer's recommendations. The boiler draft hood to be cleaned of rust per manufacturer's recommendations.
- 6. Combustion Air Louver (Symbol G): WHP recommends that the blank off panel and insulation at the louver be removed in order that code-required ventilation be provided to the gas-fired gravity vent boller and domestic hot water heaters. See comments below addressing recommended additional freeze protection for the mezzanine mechanical room. See Alternate Recommendations below for ways to reduce the size of, or to allow blanking off of, the CA louver.

- 7. Unit Heater (Symbol 17) at Mezzanine Level: WHPacific recommends that this unit be removed and relocated close to pumps 6A/B/C to provide space heating in the middle of the mechanical room. WHPacific recommends that a gas-fired radiant tube heater be installed parallel to the three backflow preventers (BFPs) for freeze protection. Radiant heat warms the surfaces of objects rather than warming the air, which will provide the freeze protection needed for the BFP piping located close to the large CA louver. During the design phase WHPacific will verify capacity of the existing gas piping to serve the new radiant heater, and also will verify if an additional unit heater is needed for freeze protection in the mezzanine mechanical room.
- 8. Unit Heater (Symbol 17) at Level 1, Pool Mechanical Room 119: During the design phase, WHPacific will verify adequacy of sizing and possible relocation of this heater as it is located next to a CA louver which is not an optimal location.
- 9. WHPacific recommends that after all new work is complete, a certified Test, Adjust and Balance (TAB) contractor perform a complete test, adjust and balance of air- and water-side equipment for all systems. The mechanical HVAC equipment report is to be separate from the pool equipment report. These reports will be compared to the baseline TAB reports to document efficacy of the changes made and will become the new baseline for the Center to monitor the status of all Phase i HVAC and pool systems.
- 10. WHPacific recommends that after all new work is complete, the contractor performing the work:
 - a. Provides complete operation and maintenance (O&M) manuals to include data for all equipment, existing and new, and to include contact information for parts, maintenance materials and manufacturing representatives.
 - b. Provides training for Center staff for operation and maintenance of all systems. All training to have electronic documentation and to be video-taped.
- 11. WHPacific recommends that after all new work is complete, a commissioning agent:
 - a. Provides and sets up logbooks for tracking of all scheduled maintenance, including chemical treatment of the hydronic systems.
 - b. Provides and sets up logbooks for recording all repairs on all systems.
 - c. Provides and sets up logbooks for leakage rate data records for all equipment with more than 50 pounds of refrigerant charge. These records are required by the U.S. Clean Air Act.
- 12. WHPacific recommends that all exposed metal piping not required to be insulated (fire protection, gas) be cleaned and field-painted for protection from chemicals and moisture. System labels (mechanically attached, not stick-on) to be applied over paint.
- 13. WHPacific recommends that all exposed metal piping required to be insulated (domestic water piping, hot water heating piping) be insulated for thermal insulation and for protection from chemicals and moisture. Install system labels on new insulation.

Electrical Proposed Solution:

The extent of the electrical work for the repairs will be to remove and then reinstall light fixtures where structural or architectural work is occurring. Additional work will be completed as needed to support additional or new mechanical units and controls.

PRIORITY "B" SCOPE OF WORK: North Wing, Phase II Building

Architectural Proposed Solution:

The solution to fix the architectural problems in phase II will require the demolition and replacement of the exterior stucco on the Phase II building. The stucco will be replaced with an EIFS system which is more resilient to thermal expansion. The EIFS system will add a ½" rigid extruded polystyrene board with a layer of impact resistant acrylic finish up to 8'-0". Control joints will be placed as needed and will be aluminum with appropriate sealant to prevent water infiltration. There are also several column surrounds that are damaged that need to be replaced.

Mechanical Proposed Solution:

- 1. Same as Priority recommendations, minus the pool equipment/HVAC.
- 2. Phase II Air-Cooled Chiller (Symbol CH-1): WHPacific recommends, prior to a design phase, that the chiller be evaluated for the cause of the refrigerant leak this summer. Since the chiller was repaired in 2013, including refrigerant circuits being pressure tested and recharged with R-22, the cause of the current leak, while highly unlikely, may be a catastrophic tube failure. If the cause of the leak is repairable, WHPacific recommends repairing the unit and recharging with R-22 refrigerant. If the leak is due to catastrophic tube failure, then WHPacific recommends replacing the chiller with a new McQuay chiller with R-410A refrigerant.
- 3. Phase II Air Handler (Symbol 2) and Air-Cooled Condenser (Symbol 2A): WHPacific recommends replacing the existing air-cooled condenser with a new McQuay air-cooled condenser located in the same location on the Phase I roof. The new condenser will have hail guards for protection of the finned coils and the refrigerant will be R-410A. WHPacific recommends retrofitting the Governair air handling unit as follows: replace the evaporator coil with one rated for use with R-410A, replace the supply and return air motors with inverter-rated motors controlled by a variable frequency drive (VFD), replace the control panel and all air-side and water-side controls and the space thermostat, to provide for fully automatic control of the unit in both heating, cooling and economizer modes. The refrigeration piping between the condenser and the air handler will be replaced for R-410A operation. (See notes under Phase I recommendations regarding McQuay and Governair). In addition, during the design phase, WHPacific will evaluate the weight room space heating/cooling requirements to see if the air handler is correctly sized. This will be done to address the issue of too little or too much air going into the weight room.
- 4. Boilers and Combustion Air Louver: Due to the lack of tube pull space and the freezing issues in the space, WHPacific recommends removal of the south boiler and gravity vent flue and installation of a direct vent condensing boiler of the same capacity. The existing CA louver could then be downsized to about half its current size to accommodate the remaining north boller.
- 5. Electric Unit Heater in Boiler Room: WHPacific recommends removing the existing heater and installation of an adequately sized electric heater install in a central location between the boilers. Heater to be controlled from a wall-mounted thermostat.

September 4, 2015

- 6. Exhaust Fan (Symbol EF-1) at Racquetball Courts: WHPacific recommends that the thermostat for the exhaust fan, serving the racquetball courts, is replaced and that proper operation of the exhaust fans is verified.
- 7. Same as building Phase I, #9 through #11 recommendations, minus the pool equipment/HVAC.

Electrical Proposed Solution:

The extent of the electrical work for the repairs will be to remove and then reinstall light fixtures where structural or architectural work is occurring. Additional work will be completed as needed to support additional or new mechanical units and controls.

The Gymnasium in phase II of the building will have half of the court retrofitted with LED lighting. The other half has been previously retrofit.

ALTERNATE RECOMMENDATIONS:

WHPacific recommends the following scope of work in order to further increase energy efficiency, decrease possibility of freezing in the mechanical spaces, and provide for ease of access for repair/replacement of equipment and components.

Priority A Scope of Work

- WHPacific recommends that the Center consider replacing gravity-vented equipment with directvent condensing equipment. This is in regards to the boiler and the two domestic water heaters. In addition to being more efficient and lowering utility bills, having direct vent appliances would eliminate the need for a CA louver and the CA louver could be removed or permanently insulated and blocked off.
- 2. If the Center decides to continue with the gravity vent boller and hot water heaters, WHPacific recommends that consideration be given to installing CA ducts through the roof to a sheet metal gooseneck. The CA ducts would terminate close to the gravity vent equipment, thus allowing the CA louver in the NE wall to be removed or permanently insulated and blocked off. This would help with freeze protection and with better control of space temperatures in the mezzanine mechanical room. If the gooseneck option is chosen, the boller and water heaters could also be enclosed in a fire-rated room with door, so that the combustion air is contained within the room and does not affect the temperature of the larger mezzanine mechanical room. An additional unit heater would need to be installed in this room for freeze protection.
- 3. WHPacific recommends the installation of an interior freight elevator or equipment hoist for safely moving large or heavy items to and from the mezzanine mechanical room.

CONCLUSION:

The proposed solutions detailed in this report require both repair of damaged items and incorporation of new work which will prevent the humidity and water damage that has occurred in the past. To do this we are proposing a complete solution comprised of upgrades and improvements to structural, architectural, mechanical and electrical systems. Structural work will consist of demolition of damaged areas and repair of the structural deck and joists as well as repair and patching at the stairway and miscellaneous damaged areas. Architectural work comprises demolition of architectural surfaces to include walls and cellings, and repairs to the surfaces. All new and most existing walls, ceilings, decks, and surfaces will receive new protective systems such as roofing, paints, and sealants. The mechanical systems repairs will consist of rehabilitation of existing units, upgrading units, and providing new equipment to make the building function better, provide energy efficiency, and to mitigate the humid conditions caused by the pool. Lighting will be replaced where ceilings are being demolished (e.g. restrooms).

NOTE: All work described in this report is accurate as far as could be determined by a physical non-invasive inspection of the facility. Unseen conditions may be present where visual investigation did not occur or was not apparent. The recommendations in this report are based on known conditions. If additional information is discovered a reevaluation of recommendations should occur prior to implementation of this reports solutions.

PROBABLE ESTIMATE OF CONSTRUCTION COST

Priority A: Phase I Building: Enclose Existing Building and Reseal Masonry \$887,000

Phase I Building: Interior Renovation and Mechanical/Electrical Upgrades \$1,309,000

\$2,196,000

Priority B: Phase II Building Replace EIFS \$224,000

Phase II Building: Interior Renovation and Mechanical/Electrical Upgrades \$1,037,000

\$1,261,000

Total: \$3,457,000

PROJECT SCHEDULE

(Assuming NTP of September 14, 2015)

Design Phase:

50% Design Submittal October 26, 2015

95% Design Submittal November 25, 2015

100% Design Submittal December 18, 2015

Bidding Phase:

Advertisement for Bids January 6, 2016

Mandatory Pre-Bld Meeting January 13, 2016

Bid Opening January 27, 2016

Award of Contract February 24, 2016

Construction Phase:

Notice to Proceed March 7, 2016

Construction Complete September 2016

September 4, 2015

APPENDIX A