

Resolution 2025-32

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**Authorization of Facilities Condition Assessment Vendor**

**WHEREAS**, the Town Board authorized the advertisement of proposal for Payroll and Human Resources services; and

**WHEREAS**, the Town has received four proposals for advertised services.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Supervisor to sign the Lamont Engineers agreement (Appendix A.8).

Financial Impact:  
N/A

	Ayes	Nays
Councilmember Brucker	<u>  X  </u>	_____
Councilmember Coleman	<u>  X  </u>	_____
Councilmember Damone	<u>  X  </u>	_____
Councilmember Goodman	_____	_____
Supervisor Lowell	<u>  X  </u>	_____



## PROPOSAL – LETTER FORM OF AGREEMENT

January 6, 2025

Hon. Nathaniell Lowell, Supervisor  
Town of Newport  
2788 Newport Rd,  
Newport, New York 13416  
[townsupervisor@townofnewportny.org](mailto:townsupervisor@townofnewportny.org)

RE: Proposal – Agreement for Engineering Services  
Newport (T) Municipal Building Study

Dear Mr. Lowell:

Lamont Engineers is pleased to offer our services to evaluate the existing conditions of the current municipal Town Hall/Town Barn (Highway Garage). Lamont will assist by completing a site assessment of the existing buildings, specifically regarding the structural conditions of the buildings, MEP system and possible energy efficiencies or areas of improvement. Below is a detailed description of the anticipated services to be provided.

### SCOPE OF SERVICES

Under the terms of this Agreement, Lamont Engineers will provide to the Owner the following:

#### ***Basic Services:***

Lamont Engineers will provide an evaluation of the current conditions for the existing Town Facilities and provide a summary report of these findings in accordance with the scope identified in the RFP. The report will act as a guideline for the Town's long-term planning of the repairs and replacements needed regarding these facilities. A summary of the scope is as follows:

#### **Phase I: On-Site Facility Condition Assessment**

Conduct a detailed on-site condition assessment for the facility by visual inspection of all exposed components:

1. Identify all major maintenance, repair, and replacement requirements including recommendations for more efficient operations and the reduction of greenhouse gas (GHG) emissions.
2. Perform a thorough visual assessment of all architectural, civil/structural, mechanical, electrical, fire, plumbing, and sewer components/systems.
3. Identify and report all significant civil, structural, roofs, mechanical and electrical deficiencies and recommended upgrades and improvements.
4. Identify and immediately report to the Town components or situations that are considered urgent (endangering life and/property).
5. The facility condition assessments will focus on the following property elements:
  - a. Substructure – foundations, basements
  - b. Building envelope – exterior siding, curtain wall windows, exterior doors, windows
  - c. Interior Construction - walls, doors, flooring, visible structural components, ceilings, and ceiling systems
  - d. Interior Finishes: Flooring, wall coverings, ceiling tiles
  - e. Lighting
  - f. Health/Fire/Life Safety systems, emergency egress lighting
  - g. Accessibility – ADA requirements
  - h. Heating, Ventilation and Air Conditioning
  - i. Plumbing Systems
  - j. Building Electrical and Service Distribution
  - k. Site Electrical and Service Distribution
  - l. Fire Suppression
  - m. Special Electrical Systems and Emergency Power
  - n. Roadways, parking lots, sidewalks, exterior lighting
  - o. Water (not irrigation), sanitary and storm sewers
  - p. HVAC Building Control Systems
  - q. Security System

### **Phase II: Analysis of Facility Conditions Assessment**

Following the site-visit inspection of the existing conditions, Lamont will provide a priority rating of the building deficiencies and areas of improvements of each building component. Each deficiency and project shall be prioritized and classified as noted below:

#### **1. Deficiency Priorities**

Each deficiency and project shall include the following decision-making classifications prioritizing each action according to its criticality and classification type:

##### **Priority 1 - Essential Improvement**

Conditions in this category require immediate action to:

- Correct a cited safety hazard
- Stop accelerated deterioration
- Return a facility or equipment to operation

**Priority 2 - Potentially Essential Improvements**

Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:

- Intermittent operations
- Rapid deterioration
- Potential life safety hazards

**Priority 3 - Necessary - Not yet critical**

Conditions in this category require appropriate attention to preclude deterioration or potential downtime and the associated damage or higher costs if deferred further.

**Priority 4 - Recommended**

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.

**Priority 5 - Appearance**

Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.

**Priority 6 - Does Not Meet Current Codes/Standards - "Grandfathered"**

Conditions in this category include items that do not conform to existing codes but are "grandfathered" in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

**2. Capital Requirements Classification Categories**

Each deficiency and project identified in the field assessment shall be further classified in the following manner:

**Category 1 – Security**

When a system requires replacement due to a security risk or requirement.

**Category 2 - Scheduled Maintenance**

Maintenance that is planned and performed on a routine basis to preserve the condition.

**Category 3- Deferred Maintenance**

Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

**Category 4 - Capital Renewal**

Planned replacement of building systems that have reached the end of their useful life.

**Category 5 - Energy & Sustainability**

When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance and/or aid in the reduction of GHG emissions.

Lamont will provide an Engineer's Opinion of Costs for the replacement value or estimated costs for the proposed improvements to the building components as the categories are identified in Phase I. Lamont will include the calculation of the overall facility condition index (FCI). An FCI will provide a simple measure of the relative condition of the facility. The FCI is the ratio of the deficiencies (regular and deferred maintenance, and repair and replacement cost) to the current replacement value.

$$\text{FCI} = \text{Deficiencies} / \text{Current Replacement Value}$$

Lamont shall develop a ten-year expenditure plan, which is a schedule of all capital expenditures and actions required to maintain and repair facilities, unconstrained by available funding limitations.

### **Phase III - Facility Condition Assessment Report**

Using the data collected during the on-site facility condition assessment and analysis phase, the contractor shall provide a comprehensive condition assessment report.

The report shall contain the following minimum information:

1. Recommend upgrades and improvements where applicable, considering efficiency and reduction of GHG emissions.
2. Capital requirement costs summarized by Priority.
3. Calculation of the Facility Condition Index (FCI).
4. Multi-year annual expenditure forecast based on the priorities.
5. A detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.
6. A list of the information provided and collected for each asset, such as equipment type, manufacturer, model number, serial number, capacity, and year installed in excel.
7. Digital photographs for the facility and each piece of equipment inventoried. Exterior photographs will be used for identification and documentation of structural problems, major deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and/or justify the prioritization of corrective actions.
8. A schedule of annual forecast expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies of the facility.

### ***Additional Services:***

*NONE ANTICIPATED*

***Subcontracted Services:***

*NONE ANTICIPATED*

***Direct Expenses:***

Mileage to site for Town Meetings and Inspections – Estimated \$300.00

**ASSUMPTIONS**

The following assumptions were made in the development of the Scope of Services:

- Assessment and Meetings – The above scope assumes one (1) site visit will be required to review all existing conditions and the attendance of one (1) meeting with the Town Board to present the summary of the findings.
- Town will provide any and all existing information available regarding:
  - Property Surveys
  - Building and Site Plans/Drawings and Construction Year.
  - Architectural and Historical documentation studies regarding the Town Hall / Highway Garage, Salt Storage Facility.
  - Town will provide a list of all current and all future anticipated equipment needs for the Town Highway Facility to review of the existing and future space requirements of this facility.

**DELIVERABLES**

Under the terms of this Agreement, Lamont Engineers will deliver to the Owner the following:

- Six (6) hard copies and a digital copy of the Final Project documents Building Conditions Report

**EXCLUSIONS**

The above Scope of Services identifies the services that will be provided by Lamont Engineers, P.C. under the terms of this Agreement. Services not specifically made part of the Basic Scope of Services are excluded services which may be provided as Additional or Subcontracted Service upon written authorization from the Owner. These excluded services consist of, but are not limited to:

- Location and evaluation of the existing sanitary wastewater systems other than visual observations or review of available documents provided by the Town.
- New and/or Replacement Septic System soil testing, design, drawings and/or construction inspections.

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- Hazardous Material Survey and Demolition Cost Estimates – The project scope requested did not include the review of any existing building materials regarding hazardous materials which can be a costly component of renovation and demolition costs. Since this survey will not be completed these potential cost components will not be incorporated into the cost estimates.
- Review of new construction costs regarding a new site or new site development costs.
- All Design and Construction phase services including construction documents, technical specifications and project manual for bidding and construction.
- Geotechnical Services (If required by the Town Codes Office, services will be provided as an Additional Service.)

If requested by the Owner, such services will be provided as Additional or Subcontracted Services under the terms and conditions described in Terms and Conditions below.

#### TERMS and CONDITIONS

Billing monthly as the work progresses and due within 30 days of invoice, for personnel time spent on your project at the hourly rates shown in **Attachment A** for Basic Services (Estimated at \$8,750) (as defined and described above) and for Additional Services (None Anticipated), plus Direct Expenses (Estimated at \$300) at cost and Subcontracted Services at cost plus 10 percent (None Anticipated), for to total maximum Lump Sum cost of **\$9,050**.

The rates shown in **Attachment A** will govern this contract through December 31, 2025. These rates may increase at the end of this period to cover individual salary increases and/or overhead cost increases.

This Agreement, the General Provisions and **Attachment A** all consisting of **10 pages** represent the entire understanding between you and us in respect to the Project and may only be modified in writing signed by both of us. This proposal will be open for acceptance until **March 31, 2025** unless changed by us in writing.

Should you have any questions or comments, please do not hesitate to call me.

If you agree to this proposal, please sign and return two (2) copies with original signatures.

Very truly yours,



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Brendon Becker, P.E.  
Project Manager  
Lamont Engineers, P.C.

Town of Newport  
January 6, 2025

Accepted,

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Nathaniel Lowell  
Town of Newport

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(Acceptance Date)

Attachments

cc: Bookkeeping

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