

**SOUTH FIRE DISTRICT
of the City of Middletown
BUILDING COMMITTEE MEETING
Tuesday, October 15, 2024
6:00 p.m.**

AGENDA

1. CALL TO ORDER
2. OPEN PUBLIC SESSION
3. CLOSE PUBLIC SESSION
4. MINUTES TO BE APPROVED
 - a. September 12, 2024 Special Meeting
5. OLD BUSINESS
 - a. Project status update
6. NEW BUSINESS
 - a. Discussion of project status
 - b. Approval of bid documents, contracts, change orders or invoices required for the project.
7. ADJOURNMENT

Members of the public may attend the meeting at the firehouse. Alternatively, they may view/listen to the meeting as follows:

Direct link to Zoom:

<https://us02web.zoom.us/j/89124658969?pwd=CiGVgPyj5pRKMhYNew2Teez8bkLwR0.1>

1. Go to <https://zoom.us> and joining the meeting using the meeting I.D. number located below.
2. Via telephone at 646-558-8656

Meeting I.D. 891 2465 8969
Passcode: SFD

SOUTH FIRE DISTRICT
445 Randolph Road | Middletown, CT
BUILDING COMMITTEE
SPECIAL MEETING MINUTES
Thursday, September 12, 2024 - 6:00 p.m.

Held at the firehouse and via Zoom Meeting I.D. 838 0171 5879

Present: Chairman Geen Thazhampallath, Joseph Bibisi, Nancy Hunter, Ed Monarca, Melissa Roming, Phil Russo, Chief James Trzaski, Paul Pizzo, Frank Ferraiolo, Milestone Construction Services, LLC, Anthony Fiondella, Milestone Construction Services, LLC, Greg Mastriano, Milestone Construction Services, LLC, and members of the public and the fire department.

1. CALL TO ORDER

Chairman Thazhampallath called the meeting to order at 6:02 p.m.

2. OPEN PUBLIC SESSION

Chairman Thazhampallath opened the Public Session at 6:02 p.m.

Dan Penney

Mr. Penney expressed his concern about several items including how funding is going to be handled paying invoices using grant money, and South Fire District's own money and that procedures are in place. He was also concerned to hear about the soil issue and sanitary line issue and questioned why prior testing was not done. He also expressed concern about the project being ADA compliant; and CONN-OSHA would consider the bay a hazardous area.

Mr. Penney also expressed concern regarding the digital sign in front of the building, he would like to make sure it is not in the line of sight and recommends speaking with the Traffic Unit at the police department to ensure the location is acceptable.

3. CLOSE PUBLIC SESSION

Members of the public present and online did not wish to speak. Chairman Thazhampallath closed the Public Session at 6:07 p.m.

4. MINUTES TO BE APPROVED

MOTION to approve the minutes of the special meeting of May 15, 2024 by M. Roming/ J. Bibisi. Unanimously approved.

5. OLD BUSINESS

a. Project status update.

Paul Pizzo provided a brief description regarding the unsuitable soil, drains, and all have been resolved.

6. NEW BUSINESS

- a. Discussion of project status.

Anthony Fiondella provided a brief project status and informed the committee of upcoming work.

Paul Pizzo informed the committee of two change orders which have been submitted in the for approximately \$14,000 and \$1,500 due to soil issue and a mesh/membrane below the floor slab to prevent settlement in the future. There is an additional change order expected for the reclaimed/recycled soil which had to be brought back in to fill, however he does not have a price yet.

There will also be an invoice for the testing company which tested the concrete, compaction of the soil, etc. This invoice is the responsibility of South Fire District and is not part of the grant.

- b. Approval of bid documents, contracts, change orders or invoices required for the project.

MOTION to approve Landmark Architects, P.C. invoice dated 07/24/2024 in the amount of \$3,750.00 by J. Bibisi/N. Hunter. Unanimously approved.

Chief Trzaski recently spoke to local businessman Dominick DeMartino who offered his services to assist the District in looking for kitchen items. He met with Chief Trzaski and Deputy Chief Fischer and reviewed the kitchen layout and had some ideas for appliances which has resulted in a meeting scheduled with Paul Pizzo.

7. ADJOURNMENT

MOTION to adjourn by M. Roming/N. Hunter. Unanimously approved.

The meeting adjourned at 6:31 p.m.

Submitted by,



Kathleen M. Kiley

Building Committee Recording Secretary

APPLICATION AND CERTIFICATE FOR PAYMENT G702

TO OWNER:

South Fire District
445 Randolph Road
Middletown CT 06457

Job # 24042

PROJECT: South Fire District Renovation & Addition
445 Randolph Road
Middletown CT 06457

APPLICATION # 1

PERIOD THRU: 09/30/2024

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

DATE OF CONTRACT:

FROM CONTRACTOR:

Milestone Construction Services, LLC
545 Long Wharf Drive
Suite 603
New Haven CT 06511
(203) 691-6876

VIA ARCHITECT: Landmark Architects
100 Riverview Center
Suite 204
Middletown CT 06457
Fax:

CLIENT PO / PROJECT #:

Contract For: Federal

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract. Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT AMOUNT 2,118,743.00
- 2. NET CHANGE BY CHANGE ORDERS 16,772.60
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) 2,135,515.60
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page) 283,358.80

- 5. RETAINAGE: 19 % of Completed Work 13,329.31
a. 0.00 (Columns D+E on Continuation Page)
- b. 0.00 % of Stored Material 0.00
(Column F on Continuation Page)

Total Retainage (Line 5a+5b or Column I on the Continuation Page) 13,329.31

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) 270,029.49

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0.00

- 8. CURRENT PAYMENT DUE 270,029.49

- 9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus line 6) 1,865,486.11

Change Order Summary	Additions	Deductions
Total changes approved in previous months	16,772.60	0.00
Total approved this month	0.00	0.00
TOTALS	16,772.60	0.00
NET CHANGES by Change Order	16,772.60	

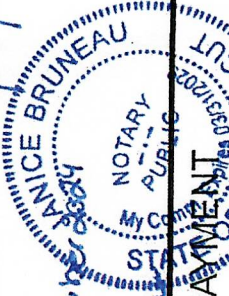
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Milestone Construction Services, LLC

By: [Signature] Date: 10/07/2024
Frank Ferraiolo

State of: Connecticut County of: New Haven
Subscribed and sworn to before me this 7th day of October, 2024

Notary Public:
My Commission expires: [Signature]



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 270,029.49

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 10/8/24

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

TO:
 South Fire District
 445 Randolph Road
 Middletown CT 06457

FROM:
 Milestone Construction Services, LLC
 545 Long Wharf Drive
 Suite 603
 New Haven CT 06511

APPLICATION NO: 1

APPLICATION DATE: 09/09/2024

PERIOD TO: 09/30/2024

ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
			AMOUNT PREVIOUS PERIOD	COMPLETED WORK AMOUNT THIS PERIOD			TOTAL CONTRACT	STORED MATERIALS (NOT IN D OR E)		
	SCHEDULED	CHANGES								
1000.00	- General Requirements	71,950.00			14,164.07			14,164.07	57,785.93	708.20
2000.00	- Site Work	206,690.00			84,626.00			84,626.00	122,064.00	4,231.30
3000.00	- Concrete	49,800.00			31,080.00			31,080.00	18,720.00	1,554.00
4000.00	- Masonry	218,370.00			55,245.00			55,245.00	163,125.00	2,762.25
6000.00	- Woods & Plastic	230,980.00			129.91			129.91	230,850.09	6.50
7000.00	- Thermal & Moisture Prot	105,300.00			7,552.02			7,552.02	97,747.98	377.60
8000.00	- Doors & Windows	33,700.00							33,700.00	
9000.00	- Finishes	190,640.00							190,640.00	
11000.00	- Equipment	42,454.00							42,454.00	
15000.00	- Mechanical	520,901.00			2,250.00			2,250.00	518,651.00	112.50
16000.00	- Electrical	200,125.00			16,580.00			16,580.00	183,545.00	829.00
17000.00	- General Conditions	175,780.00			45,952.57			45,952.57	129,827.43	2,297.63
19005.00	- CM Fee	72,053.00			9,006.63			9,006.63	63,046.37	450.33
	Change Order# OCO 1				16,772.60			16,772.60		
Totals:		2,118,743.00	16,772.60	2,135,515.60	283,358.80			283,358.80	1,852,156.80	13,329.31

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
PROGRESS PAYMENT
WAIVER OF MECHANIC'S LIEN AND RELEASE

In consideration for payment in the amount of **Two hundred seventy thousand, twenty nine & 49/100 dollars (\$270,029.49)** (hereinafter referred to as "Progress Payment"), to be paid by City of Middletown, CT (hereinafter called "Owner"), to **Milestone Construction Services, LLC** (hereinafter called "Releasor"), the Releasor for itself, its successors and assigns hereby remises, releases and forever discharges the Owner of and from all manner of debts, demands, actions, causes of action, liens, suits, accounts, covenants, contracts, agreements and any and all Claims and liabilities whatsoever in law and in equity, arising under, in connection with or in any way arising out of or related to labor, services, equipment or materials furnished through the Payment Date under Releasor's agreement with Owner dated **September 30, 2024**, and any and all deletions, additions and modifications thereto (hereinafter "Agreement"), for the construction of and improvements to located at **South Fire District Renovation & Additions** in the City of Middletown and State of Connecticut, exclusive of retainage and/or any unresolved Claims or Change Order requests submitted in accordance with the Agreement. Terms capitalized in this instrument are those specifically defined herein and in the Agreement.

Releasor hereby accepts the Progress Payment and all previous payments totaling **Two hundred seventy thousand, twenty nine & 49/100 dollars (\$270,029.49)**, as full compensation and payment for all labor, services, equipment and materials furnished to the Project through **September 30, 2024** (the "Payment Date") exclusive of retainage, any unresolved Claims or Change Order requests submitted in accordance with the Agreement, and labor, services, equipment and materials furnished after the Payment Date. Releasor further warrants and represents that all laborers and subcontractors employed by it and all suppliers and materialmen from which it acquired materials incorporated into the Project have been paid in full for labor, services, equipment and materials furnished to the Project through the date covered by previous payments by the Owner, and that none has any Claim, demand or lien against the Project. Furthermore, Releasor warrants that all bills, Claims, demands, liabilities and obligations for labor, services, equipment, materials and any other items furnished in connection with the Agreement or the Project through the date covered by previous payments by the Owner have been paid and satisfied, and that all taxes, fees, and benefits relating directly or indirectly to the Project have been paid in full.

Releasor unconditionally certifies that Releasor has been paid in full for all labor, services, equipment or material of any kind furnished by or through Releasor relating to or concerning the Project or the Agreement through the Payment Date, and Releasor hereby unconditionally waives, releases and relinquishes any and all liens, Claims and/or rights upon the Project or property of the Owner and all improvements thereon on account of such labor, services, equipment, material, or other items, in each case exclusive of retainage and any unresolved Claims or Change Order requests submitted in accordance with the Agreement. Releasor further agrees hereby to indemnify and hold Owner harmless from any and all Claims, liens or financial obligations arising under, in connection with or by virtue of the Agreement or Project relating to prior work and requests for payment. The foregoing certification, release and indemnification are not contingent in any respect nor are they subject to any condition precedent.

Releasor acknowledges that the foregoing representations are made to induce Owner to make the Progress Payment above knowing that the Owner relies on the representations herein contained.

This Progress Payment Waiver and Release shall be an independent covenant and shall operate and be effective with respect to the Project and the labor, services, equipment and material described herein.

Releasor's execution of this Progress Payment Waiver and Release is voluntary, with full knowledge of any rights applicable under the laws of the State of Connecticut.

This Waiver and Release may not be changed orally.

IN WITNESS WHEREOF, the Releasor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Member on the 7th day of October 2024.

Signed, sealed and delivered in the presence of:

Milestone Construction Services, LLC
Company Name


Signature

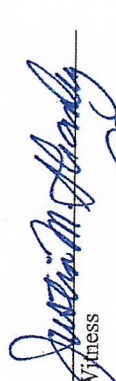
By Frank A. Ferratolo


Its: Member
(Corporate Officer or Owner
or Authorized Individual)


(Notary Public)



My commission expires: 03/31/2025


Witness


Witness

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
PROGRESS PAYMENT
WAIVER OF MECHANIC'S LIEN AND RELEASE

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