

**SOUTH FIRE DISTRICT
of the City of Middletown
BUILDING COMMITTEE MEETING
Monday, November 18, 2024
6:00 p.m.**

AGENDA

1. CALL TO ORDER
2. OPEN PUBLIC SESSION
3. CLOSE PUBLIC SESSION
4. MINUTES TO BE APPROVED
 - a. October 15, 2024 Regular 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/88941824079?pwd=jElnYj7DUslb85xEPtAobkGnc6mqIQ.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. 889 4182 4079
Passcode: SFD

SOUTH FIRE DISTRICT
445 Randolph Road | Middletown, CT
BUILDING COMMITTEE
SPECIAL MEETING MINUTES
Tuesday, October 15, 2024 - 6:00 p.m.

Held at the firehouse and via Zoom Meeting I.D. 891 2465 8969

Present: Joseph Bibisi, Nancy Hunter, Ed Monarca, Melissa Roming, Phil Russo, Chief James Trzaski, Paul Pizzo. members of the public and the fire department.

Absent: Geen Thazhampallath

Chairman Thazhampallath appointed Melissa Roming to act as Chair in his absence.

1. CALL TO ORDER

Melissa Roming called the meeting to order at 6:05 p.m.

2. OPEN PUBLIC SESSION

Melissa Roming opened the Public Session at 6:05 p.m.
There was no one in attendance or online to speak.

3. CLOSE PUBLIC SESSION

Melissa Roming closed the Public Session at 6:05 p.m.

4. MINUTES TO BE APPROVED

MOTION to approve the minutes of the special meeting of September 12, 2024 by P. Russo/E. Monarca. Unanimously approved.

5. OLD BUSINESS

a. Project status update.

Paul Pizzo provided a brief update. There is an existing change order still under review, it came back with a very large number for unsuitable soil remediation. He is hopeful it will be resolved within a week or so.

There were couple of changes to the plans after consulting with Dominick DeMartino on the kitchen layout. The kitchen sink has been changed to stainless-steel, added kitchen counter space under the windows with cabinetry for two microwaves. The stainless-steel cabinets that made up the island have been changed to a stainless-steel table. A janitor's closet has been added, and

there is also additional plumbing to accommodate the sink. Samples were shown for the kitchen cabinetry in Birch, Maple and Oak from Eco Millwork, LLC. The Committee selected the Maple.

6. NEW BUSINESS

- a. Discussion of project status.

Paul Pizzo provided additional information on the project status.

There was an issue with the electrical feed. The plans call for a single 225-amp panel, however, there were no available 225-amp breaker locations in the main panel, therefore it was changed to two 100-amp panels to be located in the kitchen.

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

MOTION to approve Milestone Construction Services, LLC Application and Certificate for Payment #1 dated 10/08/2024 in the amount of \$270,029.49 by P. Russo/J. Bibisi. Unanimously approved.

7. ADJOURNMENT

MOTION to adjourn by P. Russo/N. Hunter. Unanimously approved.

The meeting adjourned at 6:22 p.m.

Submitted by,



Kathleen M. Kiley
Building Committee Recording Secretary



This is an existing bathroom in the firehouse. Notice the lack of tile on the wall behind the urinals.



This is an example of a bathroom located in the Rec Center. Notice the tile on the walls.



This is an example of the flooring we would like to use in the kitchen and bathrooms. This is an epoxy coating and would be seamless.

Landmark Architects, P.C.
 100 RIVER VIEW CENTER SUITE 204
 MIDDLETOWN, CT 06457
 860-346-1333
 llockton@landmarkarch.com

Invoice



BILL TO

Middletown South Fire District
 Chief James Trzaski
 445 Randolph Road
 Middletown, CT 06457

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
0779	11/05/2024	\$5,000.00	12/05/2024	Net 30	

DETAIL / PERCENT COMPLETE	PRIOR BILLING	CURRENT FEE
Schematic Design - Total Fee \$18,750.00 - 100% complete	18,750	0.00
Design Development - Total Fee \$18,750.00 - 100% complete	18,750	0.00
Contract Documents - Total Fee \$37,500.00 - 100% complete	37,500	0.00
Contract Administration - Total Fee \$25,000.00 - 60% Complete	10,000	5,000.00
A23007 - South Fire Phase II		

We appreciate your business!

BALANCE DUE

\$5,000.00

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 # 2

PERIOD THRU: 10/31/2024

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)	497,959.77		
5. RETAINAGE:			
a. 0.00 % of Completed Work (Columns D+E on Continuation Page)	24,059.36		
b. 0.00 % of Stored Material (Column F on Continuation Page)	0.00		
Total Retainage (Line 5a+5b or Column I on the Continuation Page)	24,059.36		
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	473,900.41		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	270,029.49		
8. CURRENT PAYMENT DUE	203,870.92		
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus line 6)	1,661,615.19		

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: *Frank Ferraiolo* Date: _____

Frank Ferraiolo

State of: Connecticut County of: New Haven
Subscribed and sworn to before me this 1st day of November 2024

Notary Public:
My Commission expires: _____

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: 203,870.92

(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: *Paul J. Papp*

By: _____ Date: 11/5/24

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.

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	



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: 2
APPLICATION DATE:
PERIOD TO: 10/31/2024
ARCHITECT'S PROJECT NO:

A ITEM #	B WORK DESCRIPTION	C TOTAL CONTRACT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		SCHEDULED	CHANGES	AMOUNT PREVIOUS PERIOD	AMOUNT THIS PERIOD			% COMP. (G/C)			
1000.00	- General Requirements	71,950.00		14,164.07	1,118.41			15,282.48	21.24	56,667.52	764.12
2000.00	- Site Work	206,690.00		84,626.00				84,626.00	40.94	122,064.00	4,231.30
3000.00	- Concrete	49,800.00		31,080.00				31,080.00	62.41	18,720.00	1,554.00
4000.00	- Masonry	218,370.00		55,245.00	134,125.00			189,370.00	86.72	29,000.00	9,468.50
6000.00	- Woods & Plastic	230,980.00		129.91	2,285.00			2,414.91	1.05	228,565.09	120.75
7000.00	- Thermal & Moisture Prot	105,300.00		7,552.02				7,552.02	7.17	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	13,795.93			16,045.93	3.08	504,855.07	802.30
16000.00	- Electrical	200,125.00		16,580.00	37,800.00			54,380.00	27.17	145,745.00	2,719.00
17000.00	- General Conditions	175,780.00		45,952.57	16,470.00			62,422.57	35.51	113,357.43	3,121.13
19005.00	- CM Fee	72,053.00		9,006.63	9,006.63			18,013.26	25.00	54,039.74	900.66
	Change Order# OCO 1		16,772.60	16,772.60				16,772.60	100.00		
Totals:		2,118,743.00	16,772.60	283,358.80	214,600.97			497,959.77	23.32	1,637,555.83	24,059.36

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

In consideration for payment in the amount of **Two hundred three thousand, eight hundred seventy dollars and 92/100 (\$203,870.92)** (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 **October 31, 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 **October 31, 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.

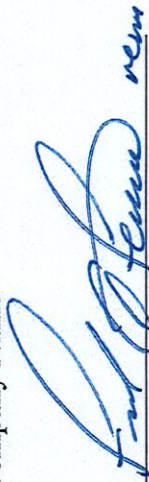
Releasor's execution of this Progress Payment Waiver and Release is voluntary, with full knowledge of any rights applicable under the laws of the State of Connecticut.

This Waiver and Release may not be changed orally.

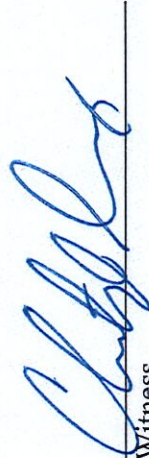
IN WITNESS WHEREOF, the Releasor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Member on the 1st day of November 1, 2024.

Signed, sealed and delivered in the presence of:

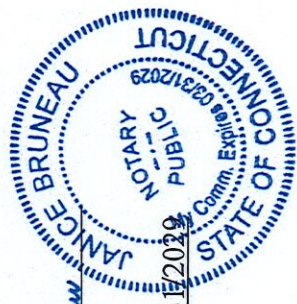
Milestone Construction Services, LLC
Company Name



Signature

By Frank A. Ferraiolo
Its: Member
(Corporate Officer or Owner or Authorized Individual)


Witness

Madeleine Penner
Witness




(Notary Public)
My commission expires: 03/31/2029