

**SOUTH FIRE DISTRICT
of the City of Middletown
BUILDING COMMITTEE MEETING
Monday, December 9, 2024
5:30 p.m.**

AGENDA

1. CALL TO ORDER
2. OPEN PUBLIC SESSION
3. CLOSE PUBLIC SESSION
4. MINUTES TO BE APPROVED
 - a. November 18, 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.
 - i. Milestone Construction Services, LLC. Application and Certificate for Payment #3 – 12/05/2024.
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/88274291900?pwd=LJoiFPob3gF8zOoViEFTaHvBBqwxXc.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. 882 7429 1900
Passcode: SFD

**SOUTH FIRE DISTRICT
445 Randolph Road | Middletown, CT
BUILDING COMMITTEE
REGULAR MEETING MINUTES
Monday, November 18, 2024 - 6:00 p.m.**

Held at the firehouse and via Zoom Meeting I.D. 889 4182 4079

Present: Geen Thazhampallath, Nancy Hunter, Melissa Roming, Phil Russo, Chief James Trzaski, Paul Pizzo, Frank Ferraiolo, Greg Mastriano, member of the public and the fire department.

Absent: Joseph Bibisi, Ed Monarca

1. CALL TO ORDER

Chairman Thazhampallath called the meeting to order at 6:01 p.m.

2. OPEN PUBLIC SESSION

Chairman Thazhampallath opened the Public Session at 6:02 p.m.
There was no one in attendance or online who wished to speak.

3. CLOSE PUBLIC SESSION

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

4. MINUTES TO BE APPROVED

MOTION to approve the minutes of the special meeting of October 15, 2024 by M. Roming/N. Hunter. Chairman Thazhampallath abstained. Motion passed.

5. OLD BUSINESS

a. Project status update.

Greg Mastriano provided a brief update to the Committee. The building should be weather tight within two weeks.

Chairman Thazhampallath questioned if furniture and fixtures was considered as part of the project. Paul Pizzo has spoken to his interior designer; she will be presenting him with a price to do a mini project to assist us in selecting furniture and fixtures for the space. Chief Trzaski explained to the Committee the existing furniture will not fit in the new footprint, and the cost of furniture and fixtures was accounted for in the Capital Non-Recurring Budget. Furniture and fixtures are not part of the grant.

Chairman Thazhampallath questioned if the cost of new technology for the meeting room is included in the grant. Chief Trzaski explained he has been speaking with the Middletown Board of Education and instead of fixed LCD projectors and smartboards they use moving media on wheels which allows them to move the equipment as

needed. He spoke about plugs in the floor and moving more towards wireless technology.

Phil Russo questioned the drain in the kitchen floor. Greg Mastriano explained it is for the kitchen sink. It is an indirect drain and safeguards the sink if there is a sewer backup.

6. NEW BUSINESS

a. Discussion of project status.

Paul Pizzo provided additional information on the project status.

There is an outstanding change order for the electrical they are still working on a solution and pricing.

The new product flooring was discussed for the kitchen, bathrooms and hallway. Pricing has not been determined.

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

MOTION to approve change order for kitchen millwork, ceramic tile, janitor closet, and plumbing in the amount of \$20,021.75 by N. Hunter/M. Roming. Unanimously approved.

MOTION to approve change order for soil and excavation work in the amount of \$75,874.99 by N. Hunter/M. Roming. Unanimously approved.

MOTION to approve Landmark Architects, P.C. invoice #779 dated 11/05/2024 in the amount of \$5,000.00 by N. Hunter/M. Roming. Unanimously approved.

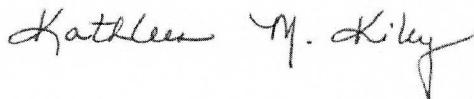
MOTION to approve Milestone Construction Services, LLC Application and Certificate for Payment #2 dated 11/05/2024 in the amount of \$203,870.92 by M. Roming/N. Hunter. Unanimously approved.

7. ADJOURNMENT

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

The meeting adjourned at 6:35 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 # 3

PERIOD THRU: 11/30/2024

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

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

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 113,674.05
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) 2,232,417.05
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page) 677,062.24

- 5. RETAINAGE:
 - a. 0.00 % of Completed Work 29,010.73
(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) 29,010.73

6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) 648,051.51

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 473,900.41

8. CURRENT PAYMENT DUE 174,151.10

9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus line 6) 1,584,365.54

Change Order Summary	Additions	Deductions
Total changes approved in previous months	113,674.05	0.00
Total approved this month	0.00	0.00
TOTALS	113,674.05	0.00
NET CHANGES by Change Order	113,674.05	

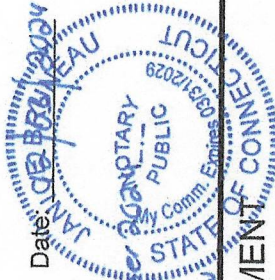
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates 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: JAN 08 08:56 AM 2024

Frank Ferraiolo County of: New Haven
State of: Connecticut Subscribed and sworn to before me this 3rd day of December 2023

Notary Public: [Signature]
My Commission expires: 0051/2029



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: 174,151.10

(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: [Signature]

By: [Signature] Date: 12/5/24

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.

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: 3
APPLICATION DATE:
PERIOD TO: 11/30/2024
ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
			COMPLETED WORK 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		15,282.48	1,814.09			17,096.57	23.76	54,853.43	854.83
2000.00 - Site Work	206,690.00		84,626.00	5,000.00			89,626.00	43.36	117,064.00	4,481.30
3000.00 - Concrete	49,800.00		31,080.00	18,720.00			49,800.00	100.00		2,490.00
4000.00 - Masonry	218,370.00		189,370.00	20,500.00			209,870.00	96.11	8,500.00	10,493.50
6000.00 - Woods & Plastic	230,980.00		2,414.91	16,785.37			19,200.28	8.31	211,779.72	960.01
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		16,045.93	3,000.00			19,045.93	3.66	501,855.07	952.30
16000.00 - Electrical	200,125.00		54,380.00				54,380.00	27.17	145,745.00	2,719.00
17000.00 - General Conditions	175,780.00		62,422.57	24,201.39			86,623.96	49.28	89,156.04	4,331.20
19005.00 - CM Fee	72,053.00		18,013.26	9,006.63			27,019.89	37.50	45,033.11	1,350.99
Change Order# OCO 1		16,772.60					16,772.60	100.00		
Change Order# OCO 2		21,026.46					21,026.46	100.00		
Change Order# OCO 3		75,874.99					75,874.99	100.00		
Totals:	2,118,743.00	113,674.05	497,959.77	179,102.47			677,062.24	30.33	1,555,354.81	29,010.73

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

In consideration for payment in the amount of **One hundred seventy four thousand, one hundred fifty one dollars and 10/100 (\$174,151.10)** (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 **November 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 **Four hundred seventy three thousand, nine hundred & 41/100 dollars (\$473,900.41)**, as full compensation and payment for all labor, services, equipment and materials furnished to the Project through **November 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 3rd day of December 2024.

Signed, sealed and delivered in the presence of:

Milestone Construction Services, LLC
Company Name

Madeleine Perez
Witness

[Signature]
Signature

[Signature]
Witness

By Frank A. Ferraiolo

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

[Signature]
(Notary Public)

My commission expires: 03/31/2029

