SOUTH FIRE DISTRICT of the City of Middletown BUILDING COMMITTEE MEETING Monday, January 13, 2025 6:00 p.m.

AGENDA

- 1. CALL TO ORDER
- 2. OPEN PUBLIC SESSION
- 3. CLOSE PUBLIC SESSION
- 4. MINUTES TO BE APPROVED
 - a. December 9, 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/89395973877?pwd=vYbjRY90E4ZyWLygIFPe5dtAHZorpW.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. 893 9597 3877 Passcode: SFD

SOUTH FIRE DISTRICT

445 Randolph Road | Middletown, CT BUILDING COMMITTEE

REGULAR MEETING MINUTES

Monday, December 9, 2024 – 5:30 p.m.

Held at the firehouse and via Zoom Meeting I.D. 882 7429 1900

Present: Geen Thazhampallath, Joseph Bibisi, Melissa Roming, Phil Russo, Chief James Trzaski, Deputy Chief Nick Fischer, Paul Pizzo, Frank Ferraiolo, member of the public and fire department staff members.

Absent: Nancy Hunter, Ed Monarca

1. CALL TO ORDER

Chairman Thazhampallath called the meeting to order at 5:40 p.m.

2. OPEN PUBLIC SESSION

Chairman Thazhampallath opened the Public Session at 5:40 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 5:40 p.m.

4. MINUTES TO BE APPROVED

MOTION to approve the minutes of the regular meeting of November 18, 2024 by M. Roming/P. Russo. Joseph Bibisi abstained. Motion passed.

5. OLD BUSINESS

a. Project status update.

Frank Ferraiolo provided a brief update to the Committee.

6. NEW BUSINESS

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

Paul Pizzo provided a brief explanation of the payment application to the committee.

MOTION to approve Milestone Construction Services, LLC Application and Certificate for Payment #3 dated 12/05/2024 in the amount of \$174,151.10 by M. Roming/J. Bibisi. Unanimously approved.

Paul Pizzo provided a brief explanation of the change order to the committee.

MOTION to approve change order for electrical panel work, and kitchen/dining revisions in the amount of \$12,386.76 by J. Bibisi/M. Roming. Unanimously approved.

Chairman Thazhampallath requested confirmation from Paul Pizzo that the emergency generator is adequate to handle the new addition. Paul will confirm with his engineer.

7. ADJOURNMENT

MOTION to adjourn by M. Roming/J. Bibisi. Unanimously approved.

The meeting adjourned at 5:53 p.m.

Submitted by,

Kathleen M. Kiley

Building Committee Recording Secretary

APPLICATION AND CERTIFICATE FOR PAYMENT G702

TO OWNER:	Job # 24042	APPI	APPLICATION # 4	Distribution to:
30uil File District 445 Randolph Road	PROJECT: South Fire District R	enovation & Addition	PERIOD THRU: 12/31/2024	OWNER
Middletown CT 06457	Middletown CT 06457	DATE	DATE OF CONTRACT:	☐ ARCHITECT
-ROM CONTRACTOR:	VIA ARCHITECT: Landmark	CLIENT PO / PROJECT #:	PROJECT #:	CONTRACTOR
Milestorie Construction Services, LLC 545 Long Wharf Drive	100 River Suite 204	100 Riverview Center Suite 204		
Suite 603	Middletow	Middletown CT 06457		OTHER
New Haven CT 06511 (203) 691-6876	Fax:	Contrac	Contract For: Federal	
CONTRACTOR'S APPLICATION FOR PAYMENT	FOR PAYMENT	The undersigned Contractor certifies the	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information	wledge, information
Application is made for payment as shown below, in connection with the Contract. Continuation Sheet, is attached.	nection with the Contract.	and belief the Work covered by this Ap with the Contract Documents, that all a previous Certificates for Payment were	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 Centractor for Work which previous Centractor for Payment were issued and however the contractor for the Councer and that the previous Centractor for the Councer and that the contractor for the Councer and the contractor for the Councer and the Counc	oleted in accordance actor for Work which
1. ORIGINAL CONTRACT AMOUNT	2,118,743.00	current payment shown herein is now due.	due.	ule Owliel, allu ulat
2. NET CHANGE BY CHANGE ORDERS	126,060.81	CONTRACTOR: Milestone Construction Services, LLC	struction Services, LLC	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	2) 2,244,803.81	Br	MINIMUM PARTIES	ACOD DON THE DONE
 IOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page) 	796,334.13	Py. Frank Ferraiolo		Di.
5. RETAINAGE: a_0.00 % of Completed Work 34,20 (Columns D+E on Continuation Pane)	34,269.35	State of: Connecticut Subscribed and swom to before me this	County of. New Haven this Other day of John Hard	NEA!
b.0.00 % of Stored Material	0.00	Notary Public:	E	
(Column F on Continuation Page)			and The	Osak now
	34,269.35	-	FICATE FOR PAYMEN	TOWN TO THE STATE OF THE STATE
 TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) 	762,064.78	- +	n accordance with the Contract Documents, based on on-site observations and the data comprising his 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 guarding of the Mork is in accordance.	and the data comprising rchitect's knowledge,
. LESS PREVIOUS CERTIFICATES FOR PAYMENT	648,051.51	with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	Contractor is entitled to payment of the	e AMOUNT CERTIFIED.
3. CURRENT PAYMENT DUE	114,013.27	AMOUNT CERTIFIED: 114,013.27 (Attach explanation if amount certified differs from the amount applied for Initial all finities on the	differs from the amount annied for In	nitial all formes on the
3. BALANCE TO FINISH INCLUDING RETAINAGE		Application and on the Continuation Sheet that are changed to conform to the amount certified.)	heet that are changed to conform to the	ne amount certified.)
(Line 3 minus line 6)	1,482,739.03	(
		ARCHITECT:		1 1
Change Order Summary Additions	ns Deductions	By: [and Al	Dafe.	1/0/2028
Total changes approved in previous months	30.81 0.00	This confifee is to a for a factority of T	MOINT OFFICIENTS	
		I mis certificate is flot fregoriable. The Almoon I CERTIFIED is payable only to the Contractor named wherein. Insurance, payment and acceptance of payment are without prejudice to any rights of the	otance of payment are without prejudic	to the Contractor named se to any rights of the
	0.00	Owner or Contractor under this Contract.	ct.	
NET CHANGES by Change Order 126,060.81	0.81			

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: APPLICATION DATE:

PERIOD TO: 12/31/2024 ARCHITECT'S PROJECT NO:

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					COMPLETED WORK	ED WORK	STORED	TOTAL		BAI ANCE	
# ITEM #	ITEM # WORK DESCRIPTION			CONTRACT	AMOUNT	AMOUNT	MATERIALS (NOT IN	800	COMP	TO TO COMPLETION	RETAINAGE
		SCHEDULED	CHANGES		PERIOD	PERIOD	DORE)	(D + E + F)	(G/C)	(C-G)	(If Variable)
1000.0	1000.00 - General Requirements	71,950.00		71,950.00	17,096.57	1,224.30		18,320.87	25.46	53,629.13	916.04
2000.0	2000.00 - Site Work	206,690.00		206,690.00	89,626.00			89,626.00	43.36	117,064.00	4,481.30
3000.0	3000.00 - Concrete	49,800.00		49,800.00	49,800.00			49,800.00	100.00		2,490.00
4000.0	4000.00 - Masonry	218,370.00		218,370.00	209,870.00			209,870.00	96.11	8,500.00	10,493.50
6000.0	6000.00 - Woods & Plastic	230,980.00		230,980.00	19,200.28	16,484.01		35,684.29	15.45	195,295.71	1,784.21
7000.	7000.00 - Thermal & Moisture Prot	105,300.00		105,300.00	7,552.02			7,552.02	7.17	97,747.98	377.60
8000.0	8000.00 - Doors & Windows	33,700.00		33,700.00						33,700.00	
9000.0	9000.00 - Finishes	190,640.00		190,640.00		16,495.00		16,495.00	8.65	174,145.00	824.75
11000	11000.00 - Equipment	42,454.00		42,454.00						42,454.00	
15000	5000.00 - Mechanical	520,901.00		520,901.00	19,045.93	1,300.00		20,345.93	3.91	500,555.07	1,017.30
16000	16000.00 - Electrical	200,125.00		200,125.00	54,380.00	47,650.00		102,030.00	50.98	98,095.00	5,101.50
17000	17000.00 - General Conditions	175,780.00		175,780.00	86,623.96	13,012.41		99,636.37	56.68	76,143.63	4,981.82
19005	19005.00 - CM Fee	72,053.00		72,053.00	27,019.89	9,006.63		36,026.52	50.00	36,026.48	1,801.33
Chang	Change Order# OCO 1		16,772.60	16,772.60	16,772.60			16,772.60	100.00		
Chang	Change Order# OCO 2		21,026.46	21,026.46	4,200.00	1,712.78		5,912.78	28.12	15,113.68	
Chang	Change Order# OCO 3		75,874.99	75,874.99	75,874.99			75,874.99	100.00		
Chang	Change Order# OCO 4		12,386.76	12,386.76		12,386.76		12,386.76	100.00		
	Totals: 2	2,118,743.00 126,060.81		2,244,803.81	677,062.24	119,271.89		796,334.13	35.47	35.47 1,448,469.68	34,269.35

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

In consideration for payment in the amount of **One hundred fourteen thousand, thirteen dollars and 27/100 (\$114,013.27)** (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 **December 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 **Six hundred forty eight thousand, fifty one and 51/100 dollars (\$648,051.51),** as full compensation and payment for all labor, services, equipment and materials furnished to the Project through **December 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 <u>Member</u> on the 6th day of <u>January</u> 2025.

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)

(Notary Public)

My commission expires: 03/2

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
0786	01/06/2025	\$5,000.00	02/05/2025	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 - 80% Complete	15,000	5,000.00
A23007 - South Fire Phase II		

We appreciate your business! BALANCE DUE \$5,000.00