

**SOUTH FIRE DISTRICT  
Of the City of Middletown  
BUILDING COMMITTEE MEETING  
Monday, March 8, 2021  
5:30 p.m.**

**Via Zoom – Meeting I.D. 861 2796 9312**  
<https://us02web.zoom.us/j/86127969312>

**AGENDA**

- 1. CALL TO ORDER**
- 2. OPEN PUBLIC SESSION**
- 3. CLOSE PUBLIC SESSION**
- 4. APPROVAL OF MINUTES**
  - a. Building Committee Meeting of February 8, 2021.**
- 5. OLD BUSINESS**
  - a. Project update – Landmark Architects, P.C.**
- 6. NEW BUSINESS**
  - a. Project finances**
  - b. Approval of bid documents, contracts, change orders or invoices required for the project.**
- 7. ADJOURNMENT**

**SOUTH FIRE DISTRICT  
Of the City of Middletown  
BUILDING COMMITTEE MEETING  
Monday, February 8, 2021  
5:30 p.m.**

**Via Zoom – Meeting I.D. 836 6084 9297**  
<https://us02web.zoom.us/j/83660849297>

**MINUTES**

Present: Chairman Thazhampallath (logged in at 5:37 p.m.), Joseph Bibisi (logged in at 5:55 p.m.), Edward Creem, Nancy Hunter, Gene Nocera (logged off at 5:57 p.m.), Philip Pessina (logged off at 5:56 p.m.), Guy Russo (logged off 5:58 p.m.), Chief Michael Howley, Paul Pizzo, Paul Morin.

Absent: Phil Russo

1. CALL TO ORDER Chairman Thazhampallath called the meeting to order at 5:37 p.m.
2. OPEN PUBLIC SESSION Chairman Thazhampallath opened the Public Session at 5:38 p.m. There were no members of the public logged in to the meeting.
3. CLOSE PUBLIC SESSION Chairman Thazhampallath closed the Public Session at 5:39 p.m.
4. APPROVAL OF MINUTES
  - a. Building Committee Meeting of December 14, 2020.  
MOTION to approve the minutes of December 14, 2020 by E. Creem/P. Pessina.  
N. Hunter abstained. Motion passed.
5. OLD BUSINESS
  - a. Project update – Landmark Architects, P.C.  
Paul Morin updated the committee on the progress of the project. The site has been excavated, and footing poured. The trailer is now on site and temporary power has been installed. The contractor expects to have the project completed by August 6, 2021. The first change order to the project has been suggested regarding the roof and will result in a credit to the project. Paul Pizzo explained Landmark Architects is keeping a running total of change orders to the project and the remaining balance of the project.

Chief Howley provided an update to the committee regarding the contractors and how easy they have been to work with. They are respectful of our policies here at South Fire District and there have been no issues.

## 6. NEW BUSINESS

### a. Project finances

Paul Pizzo explained Landmark Architects receives a pencil copy of the invoice from the contractor and it is reviewed in-house, as well as, with Chief Howley before it becomes a formal requisition for payment. He also stated this process will continue throughout the project.

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

MOTION to approve invoice in the amount of \$71,212.00 for payment to Enterprise Builders, Inc. by P. Pessina/G. Russo. Unanimously approved.

## 7. ADJOURNMENT

MOTION to adjourn by E. Creem/J. Bibisi. Unanimously approved.

The meeting adjourned at 5:59 p.m.

Submitted by,



Kathleen M. Kiley  
Building Committee Secretary

**TO OWNER/CLIENT:**

City of Middletown  
245 Dekoven Drive  
Middletown, Connecticut 06457

**FROM CONTRACTOR:**

Enterprise Builders, Inc.  
46 Shepard Drive  
Newington, Connecticut 06111

**PROJECT:**

South Fire District Renovations and Addition  
445 Randolph Road  
Middletown, Connecticut 06457

**VIA ARCHITECT/ENGINEER:**

Paul Morin (Landmark Architects, P.C.)  
100 Riverview Center, Suite 204  
Middletown, Connecticut 06457

APPLICATION NO: 2

INVOICE NO: 538-02

PERIOD: 02/01/21 - 02/28/21

PROJECT NO: 538

CONTRACT DATE:

DISTRIBUTION TO:

**CONTRACT FOR: South Fire District Prime Contract**  
**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 Sum	\$ 1,113,191.00
2.	Net change by change orders	\$ 0.00
3.	Contract sum to date (line 1 ± 2)	\$ 1,113,191.00
4.	Total completed and stored to date (Column G on detail sheet)	\$ 220,620.00
5.	Retainage:	
	a. 5.00% of completed work:	\$ 11,031.00
	b. 0.00% of stored material:	\$ 0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 11,031.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$ 209,589.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$ 71,212.00
8.	Current payment due:	\$ 138,377.00
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$ 903,602.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 0.00	\$ 0.00
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 0.00	\$ 0.00
Net change by change orders:	\$ 0.00	

The undersigned 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/Client, and that current payments shown herein is now due.

CONTRACTOR: Enterprise Builders, Inc.

By:   
State of: Connecticut  
County of: Hartford  
Subscribed and sworn to before  
me this 1st day of March 2021

Date: March 1, 2021

Notary Public:

My commission expires:

Jenifer Jodoin  
2/28/2025

**JENIFER JODOIN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEB. 28, 2025

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: \$ 138,377.00

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

ARCHITECT/ENGINEER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2  
APPLICATION DATE: 02/28/2021  
PERIOD: 02/01/21 - 02/28/21  
ARCHITECTS/ENGINEERS PROJECT NO:

## Contract Lines

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$221,819.00	\$27,730.00	\$27,730.00	\$0.00	\$55,460.00	25.00%	\$166,359.00	\$2,773.00
2	02-070 Selective Demo	\$18,048.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,048.00	\$0.00
3	02-080 Hazardous Abatement	\$19,932.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,932.00	\$0.00
4	02-200 Earthwork	\$56,499.00	\$16,390.00	\$14,120.00	\$0.00	\$30,510.00	54.00%	\$25,989.00	\$1,525.50
5	03-003 Concrete	\$40,700.00	\$26,860.00	\$816.00	\$0.00	\$27,676.00	68.00%	\$13,024.00	\$1,383.80
6	04-200 Unit Masonry	\$79,518.00	\$0.00	\$60,438.00	\$0.00	\$60,438.00	76.01%	\$19,080.00	\$3,021.90
7	05-500 Metal Fabrications	\$4,313.00	\$0.00	\$3,233.00	\$0.00	\$3,233.00	74.96%	\$1,080.00	\$161.65
8	06-100 Rough Carpentry	\$127,003.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$127,003.00	\$0.00
9	06-410 Custom Casework	\$10,761.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,761.00	\$0.00
10	07-150 Dampproofing	\$2,094.00	\$0.00	\$2,094.00	\$0.00	\$2,094.00	100.00%	\$0.00	\$104.70
11	07-195 Air Barriers	\$4,708.00	\$0.00	\$100.00	\$0.00	\$100.00	2.12%	\$4,608.00	\$5.00
12	07-200 Insulation	\$17,121.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,121.00	\$0.00
13	07-470 Cement Board Siding	\$16,342.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,342.00	\$0.00
14	07-500 Membrane Roofing	\$43,107.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,107.00	\$0.00
15	08-100 Metal Door & Frames	\$19,865.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,865.00	\$0.00
16	09-250 Gypsum Board	\$32,435.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,435.00	\$0.00
17	09-310 Floor Finishes	\$23,881.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,881.00	\$0.00
18	09-510 Acoustical Ceilings	\$12,451.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,451.00	\$0.00
19	09-900 Painting	\$12,221.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,221.00	\$0.00
20	10-000 Specailteis	\$15,808.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,808.00	\$0.00
21	15-300 Fire Protection	\$27,423.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,423.00	\$0.00
22	15-400 Plumbing	\$102,757.00	\$0.00	\$32,894.00	\$0.00	\$32,894.00	32.01%	\$69,863.00	\$1,644.70
23	15-500 Heating & Air Conditioning	\$147,606.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$147,606.00	\$0.00
24	16-001 Electrical	\$56,779.00	\$3,980.00	\$4,235.00	\$0.00	\$8,215.00	14.47%	\$48,564.00	\$410.75
TOTALS:		\$1,113,191.00	\$74,960.00	\$145,660.00	\$0.00	\$220,620.00	19.82%	\$892,571.00	\$11,031.00

## Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,113,191.00	\$74,960.00	\$145,660.00	\$0.00	\$220,620.00	19.82%	\$892,571.00	\$11,031.00



**CONTRACTOR'S CERTIFICATION AND LIEN WAIVER AND SUBORDINATION**

Application for Payment No. 02

TO: City of Middletown, Connecticut ("Owner")

FROM: Enterprise Builders, Inc. ("Contractor")

RE: Construction of South Fire District Building Renovations - PCD located at 445 Randolph Road, Middletown, CT 06457; (the "Project") owned by City of Middletown, Connecticut ("Owner")

DATE: 3/1/21

PERIOD: From 02/01/21 to 02/28/21

We are the general contractor for the Project, and we hereby certify as follows:

1. In reference to our contract dated December 3, 2020, with Owner for construction of the Project, and the Plans and Specifications therefor, no amendments, modifications or changes have been made with respect to our contract or the Plans and Specifications except such as have had your prior written approval. There are no pending change orders, except as follows: N/A

2. The present status of the account for this contract is as follows:

Original Contract Amt	\$ <u>1,113,191.00</u>	Work Completed through this Draw	\$ <u>220,620.00</u>
Change Orders	\$ <u>0.00</u>	Prior Billings	\$ <u>71,212.00</u>
Revised Contract Amt	\$ <u>1,113,191.00</u>	Current Amount Owed	\$ <u>138,377.00</u>

The Application for Payment noted above is in compliance with the terms of our contract with Owner, and, upon the payment of the "Current Amount Owed" set forth above, we will have no other or additional claim (including claims for so called "extras") against Owner on account of our contract or otherwise for and through the period of time set forth above, for all labor and materials furnished by us through said period of time, except as follows:

(a) Retainage not exceeding 5.0 % of the value of labor and materials incorporated into the Project and retainage not exceeding 5.0 % of stored materials, and covered by applications submitted by us on account of the Project for which payment is to be made to us after substantial completion of our contract, as provided therein (the amount of said retainage, as of the end of the period of time set forth above is \$ 11,031.00 and

(b) (Please specify other claims, if any): N/A

3. The Owner is not in default of any of the Owner's obligations to us as of the date hereof, except as follows:

\_\_\_\_\_

4. We have paid in full all of our obligations to subcontractors, workmen, suppliers and materialmen for and with respect to all labor and materials supplied through and including the date of our last Application for Payment, except for a retainage amount equal to % thereof, which we are holding in accordance with the terms of such obligations and our contract, and all our subcontractors have paid their subcontractors, workmen and materialmen in full for and with respect to all labor and materials supplied through and including the date of our last Application for Payment.

5. The undersigned hereby indemnifies and holds harmless Lender and Owner from and against any and all claims, damages, losses and expenses (including attorney's fees) resulting from (i) claims by any person who performed work or provided materials for the Project through the period of time set forth above by, through or under the undersigned and (ii) any breach of warranty or misrepresentation set forth herein.

6. The undersigned intends that this instrument shall release, discharge and dissolve any lien which the undersigned may now have or be entitled to have on account of work performed or materials furnished up to and including the period of time set forth above. If a lien or notice of intent to claim lien is filed by the undersigned on account of any of such work or materials, then the undersigned further hereby releases and terminates such lien or notice of intent to claim lien effective upon the recording of this instrument in the appropriate land records; provided, however, that any lien or notice of intent to claim lien filed with respect to any unpaid retainage amounts or disputed amounts set forth in paragraph 2 above shall not be released, but are hereby subordinated to any mortgage lien or security interest now or hereafter held by the Lender (and its successors and assigns) on the Project.

7. The undersigned further intends that this instrument shall subordinate any lien which the undersigned may hereafter be entitled to have on account of work performed or materials furnished after the period of time set forth above to any mortgage lien or security interest now or hereafter held by the Lender (and its successors and assigns) on the Project. If a lien or notice of intent to claim lien is filed by the undersigned on account of any of such work or materials, then the undersigned further hereby subordinates such lien or notice of intent to claim lien as aforesaid effective upon the recording of this instrument in the appropriate land records.

Executed this 1<sup>st</sup> day March, 2021

CONTRACTOR: Enterprise Builders, Inc.

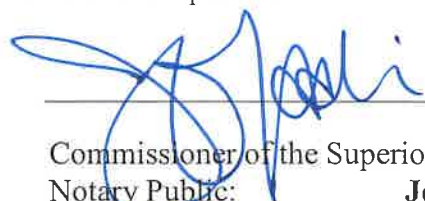
By:   
Name: Keith Czarnecki  
Title: Principal

STATE of CONNECTICUT )

) SS: NEWINGTON

COUNTY of HARTFORD )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2021 by: Keith Czarnecki, the Principal of Enterprise Builders, Inc., a corporation, on behalf of the corporation.

  
Commissioner of the Superior Court  
Notary Public: Jenifer Jodoin  
My Commission Expires: February 28, 2025

**JENIFER JODOIN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEB. 28, 2025