# SOUTH FIRE DISTRICT of the City of Middletown BUILDING COMMITTEE MEETING Monday, March 10, 2025 6:00 p.m.

## AGENDA

- 1. CALL TO ORDER
- 2. OPEN PUBLIC SESSION
- 3. CLOSE PUBLIC SESSION
- 4. MINUTES TO BE APPROVEDa. February 10, 2025 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 #6 dated 03/07/2025.
    - ii. Landmark Architects, P.C. invoice #791 dated 03/03/2025.

### 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: <u>https://us02web.zoom.us/j/81765290850?pwd=IMAAMmJ8fygrpJL8ZPpLqBYISJZ4gi.1</u> Go to https://zoom.us and join the meeting using the meeting I.D. number located below.

1. Via telephone at 646-558-8656

Meeting I.D. 817 6529 0850 Passcode: SFD

# SOUTH FIRE DISTRICT 445 Randolph Road | Middletown, CT BUILDING COMMITTEE REGULAR MEETING MINUTES Monday, February 10, 2025 – 6:00 p.m.

## Held at the firehouse and via Zoom Meeting I.D. 874 8819 5365

Present: Geen Thazhampallath (via Zoom), Nancy Hunter, Ed Monarca, Phil Russo, Paul Pizzo, Anthony Fiondella, members of the public and fire department staff members.

Absent: Melissa Roming and Joseph Bibisi, James Trzaski

#### 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 6:01 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 6:01 p.m.

#### 4. MINUTES TO BE APPROVED

**MOTION** to approve the minutes of the regular meeting of January 13, 2025 by E. Monarca/ N. Hunter. Unanimously approved.

#### 5. OLD BUSINESS

a. Project status update. Anthony Fiondella 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.

Paul also informed the Committee he received a response from his engineer regarding the capacity of the existing generator. Copies of our electric bills were provided to them to calculate the peak load. Based on the size of our generator, peak load, service size for the building, and the addition the engineer responded the existing generator should carry the entire facility. **MOTION** to approve Milestone Construction Services, LLC Application and Certificate for Payment #5 dated 02/06/2025 in the amount of \$437,747.51 by N. Hunter/P. Russo. Unanimously approved.

### 7. ADJOURNMENT

**MOTION** to adjourn by N. Hunter/E. Monarca. Unanimously approved.

The meeting adjourned at 6:14 p.m.

Submitted by,

Kathleen M. Kiley

Kathleen M. Kiley Building Committee Recording Secretary

APPLICATION AND CERTIFICATE FOR PAYMENT G702	ND CERIF	ICALE FOR F	PAYMENT G702	
<b>TO OWNER:</b> South Fire District 445 Randolph Road Middletown CT 06457	PRO	Job # 24042 PROJECT: South Fire District Rei 445 Randolph Road Middletown CT 06457	24042 APPLICATION # 6 South Fire District Renovation & Addition PERIOD THRU: 02/28/2025 445 Randolph Road Middletown CT 06457 DATE OF CONTRACT:	Distribution to:
FROM CONTRACTOR: Milestone Construction Services, LLC 545 Long Wharf Drive Suite 603 New Haven CT 06511 (203) 691-6876		VIA ARCHITECT: Landmark 100 Riven Suite 204 Middletow Fax:	Landmark Architects CLIENT PO / PROJECT #: 100 Riverview Center Suite 204 Middletown CT 06457 Fax: Contract For: Federal	CONTRACTOR
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	LICATION FOR wn below, in connection wi	PAYMENT th the Contract. 2,118,743.00	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.	edge, information ted in accordance tor for Work which e Owner, and that
<ol> <li>NET CHANGE BY CHANGE ORDERS</li> <li>CONTRACT SUM TO DATE (Line</li> <li>TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page)</li> <li>RETAINAGE:         <ul> <li>a. 0.00</li> <li>b. of Completed Work</li> <li>c. 0.00</li> </ul> </li> </ol>	RS (Line 1 +/- 2) D TO DATE C 70,469.49	126,060.81 2,244,803.81 1,529,336.90	By: Frank Ferraiolo State of: Connecticut Subscribed and swom to before me this orth day of Morch 2023	Colored Colored
(columns D+E on Conunuation Page) b.0.00 % of Stored Material (Column F on Continuation Page) Total Retainage (Line 5a+5b or Column I on the Continuation Page	ige) 	70,469,49	Notary Public: My Commission expires: ARCHITECT'S CERTIFICATE FOR PAYMENT CONVEC	Contraction of the second seco
<ol> <li>TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)</li> <li>LESS PREVIOUS CERTIFICATES FOR PAYMENT</li> </ol>	E OR PAYMENT	1,458,867.41	In accordance with the Contract Documents, based on on-site observations and the data contineing 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.	d'the data continning itiect's knowledge, e Work is in accordance AMOUNT CERTIFIED.
8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH INCLUDING RETAINAGE	RETAINAGE	259,055.12	AMOUNT CERTIFIED : 259,055.12 (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.)	al all figures on the amount certified.)
(Line 3 minus line 6)		785,936.40		/ /
Change Order Summary Total changes approved	Additions	Deductions	By: Mr Why Date:	52/2/2
in previous months Total approved this month TOTALS NET CHANGES by Change Order	126,060.81 0.00 126,060.81 126,060.81	0.00 0.00 0.00	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.	the Contractor named to any rights of the
			Page: 1	

9 APPLICATION NO:

PERIOD TO: **APPLICATION DATE:** 

02/28/2025 ARCHITECT'S PROJECT NO:

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

FROM:

**CONTINUATION SHEET** 

<u>TO:</u> South Fire District 445 Randolph Road Middletown CT 06457

A		В		υ	D	ш	ш	U		н	-
					COMPLETED WORK	ED WORK	STORED	TOTAL		<b>BALANCE</b>	
ITEM #	ITEM # WORK DESCRIPTION			TOTAL	AMOUNT	AMOUNT THIS	S	COM	% COMP.	TO COMPLETION	RETAINAGE
		SCHEDULED	CHANGES		PERIOD	PERIOD	D OR E)	(D + E + F)	(C/C)	(C-G)	(If Variable)
1000.0	000.00 - General Requirements	71,950.00		71,950.00	51,961.43	2,701.76		54,663.19	75.97	17,286.81	2,733.16
2000.1	2000.00 - Site Work	206,690.00		206,690.00	89,626.00	12,690.00		102,316.00	49.50	104,374.00	5,115.80
3000.1	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
6000.1	6000.00 - Woods & Plastic	230,980.00		230,980.00	161,995.23	19,449.83		181,445.06	78.55	49,534.94	9,072.25
7000.1	7000.00 - Thermal & Moisture Prot	105,300.00	÷	105,300.00	64,863.94	19,250.00		84,113.94	79.88	21,186.06	4,205.70
8000.0	8000.00 - Doors & Windows	33,700.00		33,700.00		11,968.08		11,968.08	35.51	21,731.92	598.40
9000	9000.00 - Finishes	190,640.00		190,640.00	16,495.00	20,000.00		36,495.00	19.14	154,145.00	1,824.75
11000	11000.00 - Equipment	42,454.00		42,454.00		17,018.00		17,018.00	40.09	25,436.00	850.90
15000	5000.00 - Mechanical	520,901.00		520,901.00	168,345.93	103,301.00		271,646.93	52.15	249,254.07	13,582.35
16000	6000.00 - Electrical	200,125.00		200,125.00	168,055.00	25,450.00		193,505.00	96.69	6,620.00	9,675.25
17000	7000.00 - General Conditions	175,780.00		175,780.00	114,864.95	27,643.78		142,508.73	81.07	33,271.27	7,125.44
19005	9005.00 - CM Fee	72,053.00		72,053.00	45,033.15	9,006.62		54,039.77	75.00	18,013.23	2,701.99
Chan	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	10,912.85	4,000.00		14,912.85	70.92	6,113.61	
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 1,256,857.83	1,256,857.83	272,479.07		1,529,336.90	68.13	715,466.91	70,469.49

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#### <u>CONSTRUCTION MANAGER / GENERAL CONTRACTOR</u> <u>PROGRESS PAYMENT</u> <u>WAIVER OF MECHANIC'S LIEN AND RELEASE</u>

In consideration for payment in the amount of **Two hundred fifty nine thousand, fifty five & 12/100 (\$259,055.12)** (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 <u>February 28, 2025</u>, 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 totalings **One million one hundred ninety nine thousand, eight hundred twelve & 29/100 (\$1,199,812.29)** as full compensation and payment for all labor, services, equipment and materials furnished to the Project through <u>February 28, 2025</u> (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

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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 on the 6<sup>th</sup>.</u> day of <u>March 2025</u>.

Signed, sealed and delivered in the presence of:

M. Harl

Witness

Milestone Construction Services, LLC Company Name

Signature

By Frank A. Ferraiolo

Member Its: (Corporate Officer or Owner) CE or Authorized Individual) (Notary ublic My commission expires: 03/31/2029

F-171, CM/GC Progress Payment Waiver and Mechanic's Lien and Release (December 2020 ed) Landmark Architects, P.C. 100 RIVER VIEW CENTER SUITE 204 MIDDLETOWN, CT 06457 860-346-1333 Ilockton@landmarkarch.com

LANDMARK ARCHITECTS, P.C. DESIGN / RESTORE / BUILD

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
0791	03/03/2025	\$5,000.00	04/02/2025	Net 30	

Invoice

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 - 100% Complete		20,000	5,000.00
A23007 - South Fire Phase II			
We appreciate your business!	BALANCE DUE		\$5,000.00