

**SOUTH FIRE DISTRICT
of the City of Middletown
BUILDING COMMITTEE MEETING
Monday, May 19, 2025
6:00 p.m.**

AGENDA

- 1. CALL TO ORDER**
- 2. OPEN PUBLIC SESSION**
- 3. CLOSE PUBLIC SESSION**
- 4. MINUTES TO BE APPROVED**
 - a. April 14, 2025 Regular Meeting**
- 5. OLD BUSINESS**
 - a. Project status update**
 - b. Dedication Plaque**
- 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 #8 dated 05/12/2025.**
- 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: <https://us02web.zoom.us/j/88253284933?pwd=N8qc4NFPcTZbhbxR8in403kgKIMT6t.1>

1. Go to <https://zoom.us> and join the meeting using the meeting I.D. number located below.
2. Via telephone at 646-558-8656

Meeting I.D. 882 5328 4933
Passcode: SFD

SOUTH FIRE DISTRICT
445 Randolph Road | Middletown, CT
BUILDING COMMITTEE
REGULAR MEETING MINUTES
Monday, April 14, 2025 – 6:30 p.m.

Held at the firehouse and via Zoom Meeting I.D. 873 8298 8253

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

Absent: Geen Thazhampallath

1. CALL TO ORDER

Committee member Nancy Hunter called the meeting to order at 6:34 p.m.

2. OPEN PUBLIC SESSION

Committee member Nancy Hunter opened the Public Session at 6:34 p.m.
There was no one in attendance or online who wished to speak.

3. CLOSE PUBLIC SESSION

Committee member Nancy Hunter closed the Public Session at 6:34 p.m.

4. MINUTES TO BE APPROVED

MOTION to approve the minutes of the regular meeting of March 10, 2025 by J. Bibisi/N. Roming.
Ed Monarca 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 #7 dated 04/08/2025 in the amount of \$211,839.45 by M. Roming/J. Bibisi.
Unanimously approved.

7. ADJOURNMENT

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

The meeting adjourned at 6:45 p.m.

Submitted by,

A handwritten signature in blue ink that reads "Kathleen M. Kiley". The signature is written in a cursive style with a large initial 'K'.

Kathleen M. Kiley
Building Committee Recording Secretary

DRAFT

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 # 8

PERIOD THRU: 04/30/2025

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐ FIELD

☐ OTHER

DATE OF CONTRACT:

CLIENT PO / PROJECT #:

VIA ARCHITECT: Landmark Architects
100 Riverview Center
Suite 204
Middletown CT 06457
Fax:

FROM CONTRACTOR:
Milestone Construction Services, LLC
545 Long Wharf Drive
Suite 603
New Haven CT 06511
(203) 691-6876

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 | 126,060.81 |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | 2,244,803.81 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page) | 2,027,532.74 |

5. RETAINAGE:
a. 5.00 % of Completed Work 95,073.60
(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)

| | |
|--|--------------|
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) | 95,073.60 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | 1,932,459.14 |
| 8. CURRENT PAYMENT DUE | 1,670,706.86 |

9. BALANCE TO FINISH INCLUDING RETAINAGE
(Line 3 minus line 6)

312,344.67

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: 05/01/2025

State of: Connecticut County of: New Haven
Subscribed and sworn to before me this 1st day of May 2025

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: 261,752.28

(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:

By:

Date: 5/12/25

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 | 126,060.81 | 0.00 |
| Total approved this month | 0.00 | 0.00 |
| TOTALS | 126,060.81 | 0.00 |
| NET CHANGES by Change Order | 126,060.81 | |

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: 8
APPLICATION DATE:
PERIOD TO: 04/30/2025
ARCHITECT'S PROJECT NO:

| A | B | | | C | | D | E | | F | G | | H | I |
|---------------------|---------------------------|------------|-----------|----------------|----------------|-----------|------------------------|--------------------|----------------------------------|--|---------------|-----------------------------|-------------------------|
| ITEM # | WORK DESCRIPTION | | | TOTAL CONTRACT | COMPLETED WORK | | AMOUNT PREVIOUS PERIOD | AMOUNT THIS PERIOD | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G/C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | SCHEDULED | CHANGES | | | | | | | | | | |
| 1000.00 | - General Requirements | 71,950.00 | | 71,950.00 | 61,948.63 | 8,900.00 | | | | 70,848.63 | 98.47 | 1,101.37 | 3,542.43 |
| 2000.00 | - Site Work | 206,690.00 | | 206,690.00 | 136,649.00 | 52,041.00 | | | | 188,690.00 | 91.29 | 18,000.00 | 9,434.50 |
| 3000.00 | - Concrete | 49,800.00 | | 49,800.00 | 49,800.00 | | | | | 49,800.00 | 100.00 | | 2,490.00 |
| 4000.00 | - Masonry | 218,370.00 | | 218,370.00 | 209,870.00 | 8,500.00 | | | | 218,370.00 | 100.00 | | 10,918.50 |
| 6000.00 | - Woods & Plastic | 230,980.00 | | 230,980.00 | 211,846.98 | 9,700.00 | | | | 221,546.98 | 95.92 | 9,433.02 | 11,077.35 |
| 7000.00 | - Thermal & Moisture Prot | 105,300.00 | | 105,300.00 | 84,113.94 | 10,000.00 | | | | 94,113.94 | 89.38 | 11,186.06 | 4,705.70 |
| 8000.00 | - Doors & Windows | 33,700.00 | | 33,700.00 | 11,968.08 | 12,265.24 | | | | 24,233.32 | 71.91 | 9,466.68 | 1,211.67 |
| 9000.00 | - Finishes | 190,640.00 | | 190,640.00 | 54,319.85 | 68,170.00 | | | | 122,489.85 | 64.25 | 68,150.15 | 6,124.49 |
| 11000.00 | - Equipment | 42,454.00 | | 42,454.00 | 17,018.00 | 10,000.00 | | | | 27,018.00 | 63.64 | 15,436.00 | 1,350.90 |
| 15000.00 | - Mechanical | 520,901.00 | | 520,901.00 | 376,430.58 | 77,225.00 | | | | 453,655.58 | 87.09 | 67,245.42 | 22,682.78 |
| 16000.00 | - Electrical | 200,125.00 | | 200,125.00 | 193,505.00 | | | | | 193,505.00 | 96.69 | 6,620.00 | 9,675.25 |
| 17000.00 | - General Conditions | 175,780.00 | | 175,780.00 | 158,704.24 | 10,000.00 | | | | 168,704.24 | 95.97 | 7,075.76 | 8,435.21 |
| 19005.00 | - CM Fee | 72,053.00 | | 72,053.00 | 63,046.39 | 5,450.00 | | | | 68,496.39 | 95.06 | 3,556.61 | 3,424.82 |
| Change Order# OCO 1 | | | 16,772.60 | 16,772.60 | | | | | | 16,772.60 | 100.00 | | |
| Change Order# OCO 2 | | | 21,026.46 | 21,026.46 | | | | 3,113.61 | | 21,026.46 | 100.00 | | |
| Change Order# OCO 3 | | | 75,874.99 | 75,874.99 | | | | | | 75,874.99 | 100.00 | | |
| Change Order# OCO 4 | | | 12,386.76 | 12,386.76 | | | | | | 12,386.76 | 100.00 | | |

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

In consideration for payment in the amount of **Two hundred sixty one thousand, seven hundred fifty two dollars and 28/100 (\$261,752.28)** (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 **April 30, 2025**, 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 **One Million nine hundred thirty two, four hundred fifty nine dollars and 14/100 (\$1,932,459.14)** as full compensation and payment for all labor, services, equipment and materials furnished to the Project through **April 30, 2025** (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 April 2025.

Signed, sealed and delivered in the presence of:


Witness


Witness

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: 03/31/2029

