

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

**AGENDA**

1. CALL TO ORDER
2. OPEN PUBLIC SESSION
3. CLOSE PUBLIC SESSION
4. MINUTES TO BE APPROVED
  - a. January 13, 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 #5 02/06/2025.
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/87488195365?pwd=QV9FLaYzWNPTLHWVtd9exeUDxexfha.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. 874 8819 5365  
Passcode: SFD

**SOUTH FIRE DISTRICT**  
**445 Randolph Road | Middletown, CT**  
**BUILDING COMMITTEE**  
**REGULAR MEETING MINUTES**  
**Monday, January 13, 2025 – 6:00 p.m.**

**Held at the firehouse and via Zoom Meeting I.D. 893 9597 3877**

Present: Geen Thazhampallath (arrived at 6:02 p.m.), Joseph Bibisi, Nancy Hunter, Ed Monarca, Phil Russo, Chief James Trzaski, Paul Pizzo, Anthony Fiondella, members of the public and fire department staff members.

Absent: Melissa Roming

**1. CALL TO ORDER**

Committee member Nancy Hunter called the meeting to order at 6:01 p.m.

**2. OPEN PUBLIC SESSION**

Committee member Nancy Hunter opened the Public Session at 6:01 p.m. 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 6:01 p.m.

**4. MINUTES TO BE APPROVED**

**MOTION** to approve the minutes of the regular meeting of December 9, 2024 by J. Bibisi/P. Russo.  
Nancy Hunter and Ed Monarca abstained. Motion passed.

*Committee member Nancy Hunter passed control of the meeting to Chairman Thazhampallath upon his arrival at 6:02 p.m.*

**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.

**MOTION** to approve Milestone Construction Services, LLC Application and Certificate for Payment #4 dated 01/08/2025 in the amount of \$114,013.27 by N. Hunter/J. Bibisi.  
Unanimously approved.

**MOTION** to approve Landmark Architects, P.C. invoice #786 dated 01/06/2025 in the amount of \$5,000.00 by N. Hunter/N. Bibisi. Unanimously approved.

Chairman Thazhampallath allowed Mr. Dan Penny to speak regarding the generator. Mr. Penney offered a suggestion for testing the load on the generator including the new construction side of the building.

**7. ADJOURNMENT**

**MOTION** to adjourn by N. Hunter/J. Bibisi. Unanimously approved.

The meeting adjourned at 6:17 p.m.

Submitted by,



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 # 5

PERIOD THRU: 01/31/2025

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

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

**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) 1,256,857.83
  5. RETAINAGE:
    - a. 0.00 % of Completed Work 57,045.54  
(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) 57,045.54

6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) 1,199,812.29

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 762,064.78

8. CURRENT PAYMENT DUE 437,747.51

9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus line 6) 1,044,991.52

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] Frank Ferratolo  
State of: Connecticut County of: New Haven  
Subscribed and sworn to before me this 5th day of February, 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 : 437,747.51

(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: 2/6/2025

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:** 5  
**APPLICATION DATE:** 02/03/2025  
**PERIOD TO:** 01/31/2025  
**ARCHITECT'S PROJECT NO:**

A ITEM #	B WORK DESCRIPTION	C TOTAL CONTRACT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		SCHEDULED	CHANGES	AMOUNT PREVIOUS PERIOD	PERIOD			% COMP. (G/C)			
1000.00	- General Requirements	71,950.00		18,320.87	33,640.56			51,961.43	72.22	19,988.57	2,598.07
2000.00	- Site Work	206,690.00		89,626.00				89,626.00	43.36	117,064.00	4,481.30
3000.00	- Concrete	49,800.00		49,800.00				49,800.00	100.00		2,490.00
4000.00	- Masonry	218,370.00		209,870.00				209,870.00	96.11	8,500.00	10,493.50
6000.00	- Woods & Plastic	230,980.00		35,684.29	126,310.94			161,995.23	70.13	68,984.77	8,099.76
7000.00	- Thermal & Moisture Prot	105,300.00		7,552.02	57,311.92			64,863.94	61.60	40,436.06	3,243.20
8000.00	- Doors & Windows	33,700.00								33,700.00	
9000.00	- Finishes	190,640.00		16,495.00				16,495.00	8.65	174,145.00	824.75
11000.00	- Equipment	42,454.00								42,454.00	
15000.00	- Mechanical	520,901.00		20,345.93	148,000.00			168,345.93	32.32	352,555.07	8,417.30
16000.00	- Electrical	200,125.00		102,030.00	66,025.00			168,055.00	83.98	32,070.00	8,402.75
17000.00	- General Conditions	175,780.00		99,636.37	15,228.58			114,864.95	65.35	60,915.05	5,743.25
19005.00	- CM Fee	72,053.00		36,026.52	9,006.63			45,033.15	62.50	27,019.85	2,251.66
	Change Order# OCO 1		16,772.60		16,772.60			16,772.60	100.00		
	Change Order# OCO 2		21,026.46		5,912.78			10,912.85	51.90	10,113.61	
	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		
	<b>Totals:</b>	<b>2,118,743.00</b>	<b>126,060.81</b>	<b>796,334.13</b>	<b>460,523.70</b>	<b>2,244,803.81</b>	<b>1,256,857.83</b>	<b>55.99</b>	<b>987,945.98</b>	<b>57,045.54</b>	

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

In consideration for payment in the amount of **Four hundred thirty seven thousand, seven hundred forty seven and 51/100 (\$437,747.51)** (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 **January 31, 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 **Seven thousand sixty two, sixty four dollars & 78/100 (\$762,064.78)**, as full compensation and payment for all labor, services, equipment and materials furnished to the Project through **January 31, 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 5<sup>th</sup> day of February 2025.

Signed, sealed and delivered in the presence of:

Milestone Construction Services, LLC  
Company Name

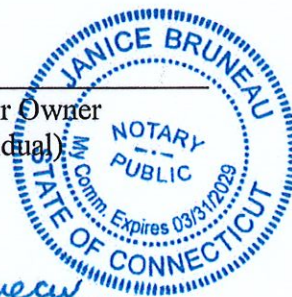
*Justin M. Hardy*  
Witness

*Frank A. Ferraiolo*  
Signature

*Arthur J. Kelly*  
Witness

By Frank A. Ferraiolo

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



*Janice Bruneau*  
(Notary Public)

My commission expires: 03/31/2029