Public Building Committee

Regular Meeting
October 5, 2026 – 7:00 P.M.
The meeting was held in person in the Board of Education Conference Room
at Simsbury Town Hall and via Zoom.

SUMMARY OF MEETING WITHOUT QUORUM

CALL TO ORDER & ROLL CALL
A quorum not being present, the regular meeting of the Public Building Committee could not be called to order for the purpose of conducting official business. Below is the summary of the meeting.

☒ Mr. Ryan Burns	☐ Ms. Dagny Griswold
☒ Mr. Richard Derr	☒ Mr. David Moore
☐ Mr. Lucian Dragulski	☐ Mr. John Salvatore
☒ Mr. Michael Egan	☐ Ms. Marcianne Timm

GUESTS
Simsbury Engineering Department: Thomas J. Roy, PE, Director of Public Works, Town Engineer; Adam Kessler, Deputy Town Engineer
Simsbury Public Schools: Neil Sullivan, Assistant Superintendent for Administration
Town Counsel for the Town of Simsbury: Robert M. DeCrescenzo, Esq.
Minutes Recorder: Jessica Campbell, PBC Clerk and Administrative Secretary with the Simsbury Water Pollution Control Authority (WPCA)
Public Guest(s): None

AGENDA ITEMS

1.) **PUBLIC AUDIENCE**

There were no public audience members or comments.

2.) SIMSBURY MEADOWS PERFORMING ARTS CENTER – BAND SHELL EXPANSION

a. Progress Status Report

Mr. Kessler reported that the project was nearing completion, with only a few remaining items to be addressed. The remaining contingency was approximately 5%, totaling $158,000.00, reflecting confirmation that Tri-State Materials had no additional invoices and that its final costs were lower than estimated. Mr. Kessler stated that the lowest quote for the requested exterior stair railings was $2,563.00 from Quality Welding LLC, with scheduling underway and an invoice expected at the next meeting. Pavement markings, which had sustained significant wear, were repainted by AAA Pavement Markings for $1,750.00; the invoice was included in the meeting packet for approval. The as-built survey was also progressing, with costs coming in below expectations at $3,110.00.

Mr. Kessler noted that the lighting protection work had experienced scheduling delays and that the contractor was being contacted regularly to ensure completion. Fieldwork was reportedly completed the previous week, with the work expected to be finished by the end of October. The exterior stair railing work was recently authorized. Mr. Kessler noted that the alternative bid was approximately $4,000.00 to $5,000.00 and would have required core drilling, while the contractor's proposed cost was approximately $6,000.00. The selected quote of $2,563.00 was therefore considered a cost-effective option. Mr. Kessler concluded the project update by noting that only two action items remained.

b. Review Pay Applications & Invoices

i. Pay Application No. 9

Chairman Derr authorized Payment Application No. 9, dated August 31, 2026, in the certified amount of $142,046.62.

ii. AAA Pavement Marking, LLC – Invoice No. 13580

Chairman Derr authorized payment of AAA Pavement Marking, LLC Invoice No. 13580, dated September 23, 2026, in the amount of $1,750.00.

3.) TOOTIN' HILLS ROOF – H.B. FISHMAN REPORT UPDATE

Mr. Roy reported that the bid package for the Tootin' Hills School reroofing project was prepared in June 2020. Overall, the project proceeded well; however, following completion, leaks were discovered in several locations, primarily in the library area beneath one of the Kalwall translucent panels. Additional caulking and sealant were applied, which resolved the immediate leaking, but these measures were not considered a long-term solution consistent with the intended 30-year roof lifespan. Carlisle Roofing, the roofing manufacturer, declined to provide a warranty for the affected area. This led to a dispute between the project architect, Jacunski Humes, and the roofing contractor, Imperial Roofing. At the Committee's direction, H.B. Fishman, a firm specializing in roofing and waterproofing, was engaged to investigate the

issue and conducted a site inspection with representatives from Kalwall, the translucent panel manufacturer.

Mr. Roy reported that the inspection found the Kalwall system includes a track with weep holes designed to allow water entering the track to drain onto the roof without adversely affecting the building structure. The second finding was that the Kalwall panels, which were more than 22 years old, had exceeded their expected useful life expectancy, particularly those above the library facing south. The panels showed significant deterioration, with fibers becoming exposed and coming loose when touched. The inspection report was shared with both parties involved in the matter.

Mr. Roy reported that Imperial Roofing disputed four findings outlined in H.B. Fishman's inspection report. In response, H.B. Fishman provided a follow-up letter, included in the meeting packet, addressing each of the disputed points and reaffirming its findings. One key disagreement concerned Imperial Roofing's claim that the project specifications required sealant to be applied at the level in question; H.B. Fishman indicated that this interpretation was inaccurate. Imperial also disputed the presence of weep holes in the Kalwall system, although photographs showed weep holes in other sections of the system, and the Kalwall representative had access to the original shop drawings. Mr. Roy noted that the conflicting positions had left the Committee facing a difficult decision regarding the appropriate corrective solution.

Mr. Roy reported that the digital shop drawings, along with observations from the field, provided substantial evidence that the Kalwall system originally included weep holes. However, these openings may have been covered by the liquid-applied flashing, making their presence difficult to confirm conclusively. During a water infiltration test, investigators sprayed the area with water and observed it entering the lower channel. Their assessment was that, as the channel filled, the drainage openings became obstructed, allowing water to enter the library. Mr. Roy reported that the water infiltration resulted in minor interior damage, including sheetrock repairs and repainting. He noted that the temporary liquid-applied flashing may need to be reapplied, although a more permanent corrective solution would be preferable.

H.B. Fishman's initial recommendation was to address the deteriorated Kalwall panels, which had exceeded their useful life. A preliminary cost estimate of approximately $220,000 was obtained from a Kalwall representative for replacement of the panels. Mr. Roy noted that the replacement work would need to be completed by a Kalwall-approved vendor. Mr. Roy reported that a preliminary budget of up to $250,000 was being considered to ensure sufficient funding to complete the necessary corrective work. One option involved removing the liquid-applied membrane from the metal surfaces and implementing an alternative repair; however, he expressed reservations about this approach due to the anticipated challenges. Another option would involve installing standing-seam metal roofing over the library area. Mr. Roy noted that this alternative would have several drawbacks, including altering the original design rather than providing a like-for-like replacement and potentially diminishing the architectural quality of the library space.

Providing legal counsel, Mr. DeCrescenzo stated that a thorough review of the relevant documentation was necessary before reaching any conclusions regarding liability and damages. The review would include the independent report, the architect's scope of work, the roof repair contract, and the response to the independent report. He explained that determining liability would require an assessment of the parties' respective responsibilities, while calculating damages would involve comparing the costs of the remediation work undertaken with the expenses that could have been avoided had the necessary work been included in the original roof repair and replacement scope.

Mr. DeCrescenzo also noted that the installation of new Kalwall panels could be considered a betterment, as incorporating them into the original scope of work may have increased the initial contract cost. Accordingly, the recoverable damages would need to account for any additional costs that would have been incurred regardless of the alleged deficiencies. He concluded that no definitive opinion on liability or damages could be provided until the relevant documents and repair costs were examined. Based on the information presented during the meeting, he indicated that the matter appeared relatively self-contained and that the documentation and actual repair history would likely provide the basis for determining the outcome.

Mr. DeCrescenzo observed that the architect may have had an obligation to identify and communicate concerns regarding the Kalwall system if it was beyond or nearing the end of its useful life when assessing the roof repair or replacement project. He noted that, despite the project's accelerated timeline, the architect should potentially have advised the client of the system's condition and clarified whether its replacement should be included in the scope of work. He emphasized that repairing or replacing the roof without addressing an underlying system nearing the end of its service life could compromise the longevity and effectiveness of the overall repair.

Mr. Sullivan explained that to complete the work, the contractors would need to do it during summer vacation and to expedite the project to summer of 2027, paperwork would need to be in place relatively soon. The participants discussed whether the project could proceed under the same funding allocation if a new architect and contractor were engaged. Mr. Roy noted that a contract had already been issued for the project and further explained that the work could remain under the same overall funding allocation while being treated as a separate project, potentially avoiding procurement complications associated with the existing funding arrangement. The participants discussed the grant funding and procurement considerations associated with the project, referencing a funding amount of $2,215,000. Mr. Sullivan expressed doubt that the State Office of Grants would classify the proposed work as an ineligible expense. The discussion also touched on the possibility of proceeding through a sole-source procurement process and seeking approval from the Board of Finance. Further clarification is needed regarding the grant eligibility determination and the appropriate procurement and approval procedures. Mr. DeCrescenzo stated that the alternate item would likely be considered an ineligible expense for State Department of Education grant purposes, although it may not be ineligible under the DAS grant. He explained that grant programs distinguish between eligible and ineligible expenses, and even if the proposed work were ultimately deemed ineligible, the Board and/or the Town could still

pursue approval for funding. He noted that the expert's assessment indicated that repairing the roof would require addressing the Kalwall system, providing a technical basis for requesting that the associated work be considered eligible for grant funding.

Mr. DeCrescenzo will review the provided documents and follow-up at the next scheduled Public Building Committee meeting.

Mr. DeCrescenzo left the meeting at 8:00 P.M.

Mr. Sullivan left the meeting at 8:05 P.M.

The meeting concluded at 8:08 P.M.