

The Regional District 13 Board of Education Building Committee met in regular session on Wednesday, June 3, 2026 at 5:00 p.m. in the library at Coginchaug Regional High School.

Committee Members Present: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo (attending virtually; left at one hour 54-minute time stamp), Mrs. Cowan, (left at one hour and nine-minute time stamp), and Mr. Putnam (arrived at 22-minute 58-time stamp), Mr. Dwire (attending virtually).

Board of Education Members Present: Mr. Roraback

Committee Members Absent: Mr. Croston, Mr. Simmons, and Charles Dalles.

Administration Present: Dr. Leggett, Superintendent of Schools, Mr. Proia, Supervisor of Facilities and Grounds, and Mrs. Neubig, Director of Finance

O&G Associates present: Mr. Luccarelli, Ms. Purcell, and Mr. Cravanzola

QA+M Associates present: Mr. Collier and Mr. Malik (attending virtually)

STV present: Ms. Liska and Ms. Cahill (attending virtually)

Middlefield First Selectman Mr. Yamartino

Durham First Selectman: Mr. Rea

Mr. Weissberg called the meeting to order at 5:00 p.m.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Public Comment

There was no public comment.

Approval of Agenda

Mr. Weissberg proposed to amend the agenda to move item 5A2a to item E. a. Possible vote on a bid after the Executive Session. It was also proposed to move the agenda item of 5.C Building Permit Fees to 5 A.

Mr. Cross made a motion, seconded by Mr. Moore, to approve the amended agenda as presented.

All in favor of approving the amended agenda as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo, Mr. Dwire and Mrs. Cowan. Motion passed.

Approval of Minutes – May 20, 2026

Mr. Giammatteo made a motion, seconded by Mr. Cross, to approve the May 20, 2026 meeting minutes as presented.

All in favor of approving the May 20, 2026 meeting minutes as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo, Mr. Dwire and Mrs. Cowan. Motion passed.

Memorial Renovation/Expansion**A. Building Permit Fees**

Dr. Leggett explained that they have formally requested that Middlefield waive approximately \$275,000.00 in remaining building permit fees associated with the school construction project, noting that total permit fees are about \$630,000.00. Dr. Leggett argued that every dollar spent on permit fees is a dollar removed from the project itself, potentially reducing the scope of work approved by voters. Dr. Leggett emphasized that many Connecticut municipalities routinely waive or return such fees on publicly funded projects to maximize taxpayer investments and avoid what they described as a form of "circular taxation." Dr. Leggett also noted concerns about Durham taxpayers effectively paying funds to Middlefield that do not directly support the school project. The district has already paid Middlefield \$362,168.00 for the initial building permit to keep the project on schedule but is seeking relief from the remaining fees due to difficult budget decisions and potential project reductions. Dr. Leggett expressed appreciation for the partnership between Durham and Middlefield and her hope that a mutually agreeable solution can be reached.

Mr. Weissberg further explained that state and local practices vary, with some municipalities explicitly exempting publicly funded projects from permit fees, while Middlefield's regulations are less clear. Dr. Leggett stated that district legal counsel confirm that regional school districts qualify as municipalities and therefore should be eligible for fee waivers under provisions allowing municipalities to waive municipal fees. Dr. Leggett also stressed that the district is not seeking exemptions from required state fees or reimbursement for legitimate project-related costs, such as building inspection services.

Before discussion with the first selectmen from Middlefield and Durham, Mr. Overton questioned how the permit fees were calculated.

Mr. Weissberg explained that the building permit fee is calculated using a standard ordinance-based formula tied to the project value, with the final amount determined using the actual bid numbers. The committee members acknowledged that they understood the fee structure during budgeting and that the calculation itself is not being disputed. Instead, the concern is that the fee removes money from the construction budget.

Mr. Cross, citing 40 years of experience building school facilities, said he had never previously encountered a situation where a school district was required to pay a local building permit fee for a school project. Mr. Cross argued that school districts and municipalities are ultimately using the same taxpayer funds, describing the fee as moving money "from one pocket to the other." In his opinion, waiving the fee

would allow more resources to remain in the project and directly benefit students and the community by improving the school building.

Dr. Leggett noted that the original project budget included approximately \$50,000.00 for permit-related expenses, reflecting anticipated state fees and the actual costs of inspections throughout construction. It was explained that the current permit fee amount was calculated as a percentage of the total project cost using the municipality's standard fee formula. During the permit application process, there was discussion about how the project should be classified, with participants indicating that selecting a municipal designation on the permit form would have resulted in a different calculation, while they were instructed to classify the project as commercial, leading to the higher fee assessment.

It was also clarified that state fees are separate from local permit fees. While there was broad support for waiving local fees, committee members acknowledged that the project remains responsible for paying the state's required building fee, which is assessed at 26 cents per \$1,000.00 of construction value. IT was noted that this state fee is already included in the permit calculations being discussed and is not part of the waiver request. After confirming there were no further questions from the building committee, the discussion was turned back over to Middlefield and Durham officials for their response.

Mr. Yamartino explained that before the school project began, he contacted Durham officials to discuss how building permit fees were typically handled for school construction projects. At that time, both Durham's land use office and Middlefield's building department indicated that permit fees may be charged to the school district. Based on those conversations, he viewed the matter as straightforward and expected the district would pay the required fees. He later learned that most recent school construction projects had taken place in Durham and that fee waivers had been handled differently from project to project, with some fees waived and others not.

Mr. Yamartino noted that during his five to six years in the position, he had never previously received a request to waive building permit fees. As a result, he was initially uncertain about the process, including who had the legal authority to grant a waiver and what steps would be required to consider such a request. This uncertainty led to further discussions and review of the issue as the school project moved forward.

Mr. Yamartino explained that after receiving the request to waive the school project's building permit fees, he consulted the town attorney, whose legal interpretation differed from that of the school district's attorney. He noted that many municipalities that waive fees for school projects have ordinances specifically allowing exemptions for municipal projects, particularly because those schools are owned directly by the town. Middlefield, however, does not have such an ordinance and instead relies on state statutes governing fee waivers. According to the town attorney, the statutes provide only limited circumstances under which building permit fees may be waived, such as for municipal projects or certain foundation replacement projects involving defective concrete. Because Regional School District 13 is established under state law as an independent governmental entity rather than a department of either town, the attorney concluded that it does not automatically qualify for the municipal fee exemption.

Mr. Yamartino further explained that the school district operates independently of both Durham and Middlefield, with its own governing authority, budget process, and bonding powers. The attorney advised that any reimbursement of the fees already paid would need to be handled as a rebate approved by

Middlefield's legislative body, the town meeting, rather than by the Board of Selectmen or town staff. Mr. Yamartino said there was confidence that the town meeting has the authority to approve such a rebate, whereas town officials do not have the power to selectively waive fees on their own. He suggested that the most practical solution would be for the town meeting to consider a single item authorizing a rebate of all or part of the permit fees to the school district, rather than simultaneously pursuing a broader ordinance change that would require additional procedures and policy development.

Mr. Yamartino also clarified that even if there were a legal basis to waive the fees, he would not feel comfortable making that decision himself or having it made solely by the Board of Selectmen given that the amount involved exceeds \$250,000.00. In his view, a decision of that magnitude should be made by the town's legislative process. He then outlined the steps required to approve a rebate or appropriation outside the normal budget cycle. Because the amount exceeds 1% of Middlefield's operating budget, approximately \$52,000.00 to \$53,000.00, the request would first need to go before the Board of Finance for a public hearing and vote. If approved, the Board of Finance could then request that the Board of Selectmen call a town meeting. The Board of Selectmen would hold its own public hearing and vote before scheduling the town meeting, where residents would ultimately decide the matter. He added that if there were concerns about whether the Board of Selectmen would call the meeting, residents could independently petition for one by obtaining signatures from 50 registered voters. Mr. Yamartino concluded by emphasizing that this is the formal process the town would need to follow in order to authorize any rebate of the permit fees.

Dr. Leggett questioned Mr. Yamartino about whether there was a specific legal threshold that prevented him from approving a fee waiver. Mr. Yamartino clarified that the \$250,000.00 figure was not a formal limit but was simply the approximate amount of the remaining fees being discussed. He emphasized that, in his view, any rebate exceeding roughly \$50,000.00 would require broader approval because Middlefield's Board of Finance cannot independently authorize appropriations above that level. Since the town would effectively be writing a check back to the school project, he viewed the rebate as an appropriation that must go through the established public approval process rather than an administrative decision.

The discussion then shifted to the project's timeline and whether a delayed rebate would still be useful. Dr. Leggett expressed concern that the construction budget and Guaranteed Maximum Price (GMP) would need to be finalized before any town meeting could occur, potentially forcing the district to make project cuts or reduce contingency funds without knowing whether the rebate would ultimately be approved. Dr. Leggett noted that the state has capped the total project budget at approximately \$76 million, meaning the district cannot exceed that amount. Project representatives responded that a future rebate could still be returned to the project's owner contingency fund and potentially be used later for project alternates or other approved expenses. While acknowledging the uncertainty, Ms. Purcell suggested there were no major obstacles to using refunded funds if they became available after the GMP was established as long as the total project cost does not exceed the \$76 million budget. Mr. Cross thanked Mr. Yamartino for attending the meeting and for working with the district to explore possible solutions regarding the permit fees. Mr. Cross questioned if the district owned the building property. Mr. Yamartino iterated that the school property is owned by Regional School District 13 itself, not by either Durham or Middlefield, which reinforces the town attorney's view that the district is an independent governmental entity rather than a municipal department.

Mr. Yamartino further explained that he is still seeking legal confirmation of the precise process required for any rebate or appropriation related to the permit fees. Based on his reading of the town charter, the matter would likely require public hearings, review by the Board of Finance, action by the Board of Selectmen, and ultimately a town meeting. He also noted that residents at a town meeting could potentially request that the issue be sent to a referendum if they believed broader voter participation was warranted. Because of these procedural questions and the significant amount of money involved, he stressed that the process may be more complex than a simple administrative waiver.

Mrs. Cowan raised concerns about the district being charged permit fees for a project in Middlefield when similar fees had previously been waived by Durham. Mr. Rea explained that Durham does not have a specific ordinance governing the waiver and suggested that the difference may have resulted from a permit application being marked as “municipal,” which could have automatically exempted the project from fees. Mrs. Cowan noted that neither Durham nor Middlefield appears to have an ordinance addressing the issue and questioned why the district is now being treated differently simply because the project is located in Middlefield.

The discussion then shifted to potential legal options. Mrs. Cowan, expressing frustration with the lack of progress after numerous discussions and attempts to resolve the matter, asked what legal action might be available, including whether the district’s attorney could engage directly with the town’s attorney to seek a resolution.

Dr. Leggett framed the concern as one of honoring the intent of the voter-approved school project. Mrs. Cowan compared it to the concept of donor intent, where funds are expected to be used for their intended purpose. Another concern raised was the regional nature of the school district and how the permit fees and reimbursements are ultimately distributed between Durham and Middlefield. The committee members noted that the differing financial impacts on the two towns warrant further examination and suggested that the attorneys review the matter and explore possible resolutions. Mr. Weissberg and Mrs. Cowan expressed appreciation for the efforts that had already been made and emphasized the need to stop relying on assumptions and individual research and instead reach a definitive resolution through the appropriate channels. It was suggested that legal counsel and town officials clarify the issue so the district can move ahead with confidence, regardless of the outcome.

Mr. Cross emphasized the importance of finding a clear path forward rather than dwelling on past administrative decisions. Mr. Cross expressed confidence that the district was not facing an immediate deadline and suggested that if the permit fees are ultimately waived, there would likely be a way to return those funds to the school project. The discussion then shifted toward the project’s financial status, with Mr. Overton asking for an update on the amount remaining in the owner contingency fund.

Ms. Liska explained that the dramatic increase in permit fees, from an originally budgeted \$50,000.00 to approximately \$623,000.00, had been absorbed by the project’s owner contingency fund. Ms. Liska further warned that the contingency fund is already under pressure. While the owner contingency stands at roughly \$1.3 million, approximately \$600,000.00 has already been committed to anticipated costs associated with swing space and other ongoing project expenses. As a result, the district effectively has only about \$900,000.00 in truly available contingency as it enters the construction phase. Given those commitments and the risks inherent in a large construction project, Ms. Liska advised against reducing

the contingency. The construction manager's contingency remained at approximately \$1.4–\$1.5 million. The expectation was that the process for addressing the fee dispute would be clarified in the coming days, allowing the project to proceed without further delay.

Mrs. Neubig raised concerns about relying on that possibility when making current project decisions. Mrs. Neubig noted that the owner contingency fund is responsible for covering significant project expenses, including swing space, school buses, and mobile classrooms. Mrs. Neubig emphasized that reducing contingency based on the hope of a future rebate would be risky. Mrs. Neubig pointed out that the district has already had to make value engineering decisions because the construction budget is tight and that having \$623,000.00 tied up in permit fees limits flexibility when considering items such as playground surfaces, outdoor classrooms, and other student experience enhancements. Mr. Cross agreed, noting that the district cannot make fully informed decisions because the \$623,000.00 paid in permit fees has reduced the available contingency. Mr. Cross remarked that it would have been preferable if the fee waiver issue had been resolved at the beginning of the project, as he believes has typically occurred on past projects. However, because no waiver was granted at that time and the project could not be delayed, the district proceeded with paying the fees in order to keep the project moving forward. As a result, decisions are now being made with a smaller contingency reserve than would otherwise have been available.

Mr. Malik noted that during the budgeting process, only \$50,000.00 had been allocated for permit fees, and no concerns were raised at that time suggesting that the actual fees could be substantially higher. Had the district known it would be responsible for the full permit fee amount, that cost would have been incorporated into the budget from the outset.

Mrs. Neubig explained that because permit approvals and related payments are required throughout construction, the district could not wait for a lengthy legal or town-meeting process before moving forward. The fees have already been paid or committed, meaning the issue is no longer whether the fees can be waived before payment, but whether the district might receive a rebate or reimbursement afterward. However, Mrs. Neubig and Mrs. Cowan acknowledged that any future rebate would depend on approval through the appropriate process and therefore cannot be assumed.

Mrs. Neubig also expressed concern that if the district later received a refund and used those funds to restore items that had been cut through value engineering, such as an outdoor classroom, the project might exceed its authorized budget. Ms. Liska clarified that a rebate would move money back into the contingency fund without increasing the total project budget. Any future spending would still need to remain within the approved overall project cost.

Dr. Darcy raised two questions, beginning with a request that the district's attorney and the Town of Middlefield's attorney meet directly to discuss the permit fee dispute. Dr. Darcy argued that legal opinions can depend heavily on how questions are framed and believed it would be valuable for both attorneys to review the issue together. Mr. Yamartino expressed no objection but sought clarification on the specific legal question to be addressed. Dr. Darcy suggested the central issue was whether Regional School District 13 should be considered a municipality for purposes of permit fee treatment and whether the district qualifies for the same exemptions typically afforded to municipal projects.

Dr. Darcy maintained that the town should do what is right for students and taxpayers rather than relying solely on technical interpretations or precedents.

Mr. Overton questioned if Regional School District 13 owns the building and the property, how is it treated under state law. Mr. Yamartino noted that schools, hospitals, and churches are generally exempt from local property taxation, with municipalities instead receiving Payments in Lieu of Taxes (PILOT) from the state. Mrs. Neubig stated RSD13 does not pay property taxes as they are a municipality operating within the boundaries of Middlefield and Durham and feels this applies to building permit fees which are, at their core, a tax.

Mr. Moore discussed next steps for resolving the permit fee dispute, focusing on engaging both the district's attorney and the town attorney to clarify the legal framework. Mr. Moore proposed that the attorneys meet to answer two key questions: first, whether Regional School District 13 can be considered a municipality for purposes of qualifying for a fee waiver; and second, if a waiver is not possible, what the formal process would be for a potential rebate or reimbursement from the town, including how quickly such a process could be completed.

There was general agreement that eligibility for a municipal waiver under state statute should be addressed directly through a legal discussion between the parties. The second issue, involving a rebate, was noted as already having been reviewed by the town attorney, who indicated that any rebate would constitute an appropriation and therefore follow a defined municipal process. Mr. Overton suggested prioritizing the waiver question first, and only moving to rebate procedures if a waiver is determined not to apply.

Mr. Weissberg commented that Regional School District 13 should be treated as a municipal entity or as a regional service operating solely within the two towns of Durham and Middlefield. He noted that the district does not serve outside communities, raising the question of whether it should be treated as a municipal function for purposes of permits and fees.

Mr. Cross also discussed precedent, noting that in cases across the state, permit fees for regional school districts have been treated similarly to property taxes and handled through municipal approval processes.

Dr. Leggett discussed moving forward by arranging a meeting between the district and town attorneys to clarify these legal questions. If a municipal waiver is found to be inapplicable, they would then proceed to consider a rebate process through a town meeting and Board of Finance approval. Mr. Yamartino stressed that any rebate request would need to specify an exact dollar amount and follow formal municipal procedures, including public hearings and votes.

The discussion concluded with Mrs. Neubig referencing how other regional school districts and municipalities handle permit fees, noting that in some cases such fees are treated similarly to property taxes and therefore waived under statutes that exempt municipal and certain nonprofit properties from taxation. Mrs. Cowan stated that in her own experiences in a nonprofit, the corporation has not paid building permit fees across many municipalities.

B. Construction Partner Update

1. QA&M

Mr. Collier reported that they are actively working with construction oversight firms on continued construction administration monitoring as the project progresses. Mr. Collier also provided an update on furniture, fixtures, and equipment (FF&E), noting that initial meetings have been held with faculty to gather input on furnishings and equipment needs for the new school. These discussions helped identify and refine preliminary product selections before the start of summer, with follow-up meetings planned after the break to finalize documentation.

An additional update was provided regarding a state change order review. Mr. Collier reported they had been contacted by a state representative seeking clarification on aspects of the change order work. Staff are currently responding to those questions, with the expectation that an updated approval letter will be issued in the coming weeks, which would allow the district to receive reimbursement funds from the state.

The discussion then shifted to an Eversource utility easement required for the property. Mr. Collier explained that an easement had not been formally identified previously and is now needed to allow electrical service to be properly routed from the roadway to a new transformer location. A consultant has proposed handling the survey, documentation, and coordination with Eversource for a fee of \$2,750.00, which would be passed through the existing contract. The committee discussed and generally agreed to proceed, noting that the work includes preparing legal descriptions and completing required filings. While some members commented on the cost and process, Mr. Collier clarified that this would be treated as an additional service under the district's contract and processed accordingly so the project can continue without delay.

The committee discussed moving forward with an Eversource easement-related "add service" request and how to formally process it. Mr. Collier suggested that a general notice to proceed could be issued so the work can begin, with the formal add service request later finalized and submitted for approval and then brought back for an official vote. The importance of initiating the work early was emphasized due to the procedural steps required to complete the easement and coordinate with Eversource.

Members agreed to place the item on the agenda for the upcoming meeting on the 17th so it could be properly reviewed and acted upon. The administrative steps for processing the contract addition were clarified, including ensuring it is appropriately documented and scheduled for formal approval.

Mr. Cross requested an update on steel related work. Mr. Collier responded that remaining steel-related supplemental work is still being addressed but described it as limited and mostly associated with unknown or minor field conditions. Overall, he indicated that major structural wall work is largely complete and that remaining steel items are being finalized and ordered as needed to keep the project moving forward.

2. O&G

Mr. Luccarelli provided an update on ongoing construction coordination and early site work activities. Weekly coordination meetings are continuing and will remain in place for the next several months to support completion of remaining work, including shoring of existing steel to allow for demolition activities to proceed. Mr. Luccarelli noted that demolition is beginning, with materials and site

preparation now in place, and that site work mobilization began earlier in the week, including tree clearing and other preparatory tasks.

Utility coordination was also addressed, including meetings with Eversource and arrangements for temporary power. Temporary electrical service is being established from the street to support construction needs, and existing building power will be disconnected to allow demolition work to continue safely and efficiently.

Additional site activity updates included the installation of fencing and preparation of areas such as the tennis courts, which have now been officially closed to public use as of the end of May. The community had been notified in advance, and alternative courts in nearby towns have been used to accommodate displaced players, though usage at those facilities has increased as a result. Mr. Overton reported that while there was some public attention regarding the closure, most users had been informed ahead of time and transitions were generally understood.

Ms. Purcell introduced a previously distributed but extensive document and explained that she was sharing key excerpts to walk the committee through its contents, emphasizing that no immediate action was required at this time. The intention was to provide an overview of the materials so board members could become familiar with them ahead of a planned approval at the upcoming meeting on the 17th, which would allow the project team to continue finalizing contracts and submittals on an accelerated timeline.

The document being reviewed is an attachment to the Guaranteed Maximum Price (GMP) agreement, structured in accordance with standard AIA contract formats. Ms. Purcell outlined its main sections, including a cost summary sheet reflecting current project totals, trade contract award summaries, and schedules of GMP allowances for anticipated costs. Ms. Purcell noted that the GMP assumes certain value management items will be accepted, and that these are already incorporated into the overall pricing. The most significant sections of the document were identified as the assumptions, qualifications, exclusions, and clarifications, which define what is included and excluded in the scope of work. Additional exhibits include drawing lists and the project construction schedule, though these were not printed due to their length or prior availability.

Ms. Purcell then focused on the cost summary sheet, explaining that prior board-approved expenditures for Phase I (approximately \$1.83 million) were already accounted for separately. The remaining work, Phases II and III, represents the balance of the project cost and is shown in a separate column for clarity. The summary consolidates all phases into a total project figure, with Phase III reflecting newly awarded trade contracts based on the updated cost summary. Construction costs are broken down into trade contractor work, CM allowances carried forward from earlier GMP approvals, and the new Phase III awards, all of which together comprise the updated total project budget. Ms. Purcell noted that construction management (CM) allowances, value management items, and general conditions are all incorporated based on the existing contract terms. Permit-related costs were also addressed, with clarification that Phase I permit fees had already been paid by the owner, while Phase II permit costs were handled separately. Additional smaller project expenses were identified, including electrical work for temporary trailer power and costs associated with bid advertising.

The CM contingency was highlighted as being set at 2.4% rather than the 3% originally outlined in the contract, with a clarification explaining the difference between the contracted rate and the adjusted figure used in the current GMP. Ms. Purcell stated that there is no remaining contingency carried specifically for Phase I, and that contingency funds are now applied across the remaining construction phases and associated general requirements. The breakdown also includes general liability, performance bonds, and contractor fee structures, all of which are derived from contractual values. The total Guaranteed Maximum Price was stated as approximately \$66.1 million, with pre-construction costs shown separately for transparency. When combined, the total project cost aligns with the expected budget figures, with only a small variance of roughly \$100,000.00 after accounting for value management adjustments. Ms. Purcell emphasized that the cost summary is driven by underlying trade contract data and structured through contractual markup, and invited questions from the group before proceeding with further breakdowns of Phases I through III.

Phase III trade contract values within the GMP package, specifically highlighting a total trade value of approximately \$57.9 million with no accepted alternates included. Ms. Purcell noted that this figure reflects the base scope only, without additive or deductive alternates, and confirmed that subcontractor bids are still being vetted ahead of finalization.

A brief update was provided on roofing bid results, explaining that a subcontractor initially appeared significantly lower than expected but later withdrew their bid, citing an internal mistake. The remaining roofing pricing is now being reconciled, and the current numbers are considered more consistent with the overall project estimates. Ms. Purcell also explained adjustments made to canopy-related scope items, noting that alternate pricing had been normalized within the bid structure to maintain consistency across bidders and ensure the project scope is properly aligned with intent.

The conversation then shifted to design considerations for exterior canopies. Mr. Weissberg discussed whether all proposed canopies are necessary, suggesting that only certain areas, such as near the gymnasium, may require coverage due to functional needs like weather protection and building access, while other areas may be more aesthetic than essential. Mr. Weissberg noted the importance of reviewing rendering updates and value management options before making final decisions. Mr. Collier suggested that canopy decisions be evaluated alongside other pending value engineering items so that funds could potentially be redirected toward higher-priority or longer-life-cycle improvements.

Mr. Malik strongly recommended keeping the canopy, emphasizing its functional importance for student safety and weather protection, particularly in areas where students will be waiting for buses during drop-off and pickup. He argued that the canopy serves a practical, high-use purpose and should not be removed lightly. Concerns were also raised about the financial effectiveness of removing the canopy at this stage. Because many contracts already include the canopy scope, Mr. Malik noted that breaking it into partial removals or deductions would likely result in a reduced credit value, potentially only recovering about half of the perceived cost savings. Mr. Malik cautioned that removing portions of the canopy now could lead to inefficient cost recovery compared to its full contractual value. Ms. Purcell noted that canopy-related adjustments had to be reflected in contractor pricing to accurately show both inclusion and the potential credit value if the scope were removed, ensuring the numbers remained aligned across different bid scenarios.

The discussion then shifted to CM GMP allowances and contingency items carried into Phase III. Several allowance items were explained as either holdovers from earlier phases or precautionary inclusions based on historical estimates and unresolved site conditions. These included potential hazardous material allowances, such as lead paint and unidentified underground utilities like a possible transit water line, which had been included based on earlier estimating assumptions but not yet confirmed in the field. Ms. Purcell clarified that some of these allowances are precautionary and may not ultimately be used, but are included to account for uncertainty during construction.

Additional allowance items were reviewed, including scope gaps identified during contractor coordination meetings. These included items such as floor hatches, precast benches, retaining wall replacement, rigid insulation for fill conditions, and temporary weather protection requirements for both demolition areas and new construction openings. In several cases, Ms. Purcell noted that scope responsibility had not been fully or clearly assigned in the bid documents, leading to their inclusion as allowances to ensure coverage if needed. Some items were also tied to contractor oversight adjustments or missed coordination details discovered.

Ms. Purcell introduced the value management section of the GMP, explaining that these items represent potential cost adjustments totaling approximately \$700,000.00 that had been carried forward into the overall pricing structure. These value management items form part of the broader cost reconciliation process and are intended to be evaluated for possible acceptance or modification as the project proceeds, helping to balance scope completeness with budget control.

Ms. Purcell emphasized that the window for making scope changes is rapidly closing because subcontractors must begin purchasing equipment and materials, with some items needing decisions by mid-July or August 1.

The discussion focused on Item 4, the climbing wall, as an example of a project feature that could potentially be deferred and added back later if contingency funds become available. Ms. Purcell noted that while the climbing wall could be removed now to save money, there would be no technical barrier to installing it at a later date, although doing so could result in delays and higher costs. Mr. Collier explained that if the climbing wall is omitted, the gym wall would instead receive full wall padding, creating a complete finished installation. If the climbing wall were added later, some of that newly installed padding might need to be removed or modified, resulting in wasted materials and additional expense.

The committee also reviewed HVAC-related value engineering items. Ms. Liska emphasized that the full project scope remains intact and they are not proposing major reductions at this stage. The project currently has approximately \$1.5 million in contingency funds available, including both owner contingency and soft-cost contingency, and that figure already accounts for permit fees and previously identified value engineering savings. Financially, the project is performing well, sitting only about \$31,000.00 to \$74,000.00 over budget on a roughly \$74 million project, which participants viewed as a very manageable position. Mr. Weissberg noted that some desirable features, such as the outdoor classroom and enhanced playground elements, had already been removed to help balance costs. However, there was optimism that if building permit fees are ultimately returned or reduced, some of those previously eliminated features could potentially be restored. The committee also discussed whether such

additions would remain eligible for state reimbursement, concluding that they likely would as long as the work remained within the approved GMP.

The committee reviewed the remaining value engineering opportunities within the mechanical and HVAC systems after a question was raised about potential savings. Ms. Purcell explained that the current list consists of four specific items, identified as Items 13 through 16, which together represent approximately \$242,000.00 in potential savings. Additional options involving components such as actuators and support systems were also explored, but those ideas are still being evaluated with regulatory authorities and would only yield an estimated \$50,000.00 to \$60,000.00 in additional savings. Ms. Purcell noted that achieving significantly larger reductions would require redesigning portions of the mechanical system and altering the project's scope, which they did not recommend. Mr. Cross emphasized that the district is receiving a high-quality mechanical package and that the current design is expected to provide long-term value and performance. Ms. Purcell clarified that no decisions were being requested at this meeting and that the information was being presented to keep the committee informed. However, members were reminded that approval of the Guaranteed Maximum Price (GMP) at the next meeting will effectively approve all of the included scope and value engineering decisions. Therefore, any objections to specific items or requests to defer certain contracts, such as the Division 10 specialties package, would need to be raised before GMP approval.

Dr. Leggett discussed creating a prioritized list of items that could be added back if funds become available later in the project. Rather than creating a formal alternate list, Ms. Purcell and the design team recommended managing potential additions through change orders and evaluating them based on lead times and available funding. The conversation then returned to the climbing wall, which several members described as one of the project's most significant programmatic features. Because the wall padding must be ordered soon, the committee recognized that delaying a decision too long could create complications or require removal of newly installed padding later. Members debated whether to remove the climbing wall now and track it as a future addition or simply keep it in the project. Ultimately, there was broad agreement that the climbing wall should remain in the GMP and that the proposed \$11,000.00 value engineering credit associated with removing it should be eliminated. Participants noted that reinstalling the climbing wall later would likely cost substantially more than the current savings would justify. The discussion concluded with members agreeing to continue developing a prioritized list of potential additions and restorations while recognizing that future town approvals, funding availability, and project timelines remain uncertain.

The committee also discussed tennis court lighting and related infrastructure, including conduit and security camera connections, concluding that any future modifications would need to be handled outside the GMP process. In addition, the district expects to receive an Eversource energy rebate of approximately \$150,000.00 to \$200,000.00, although it was noted that state reimbursement formulas may offset some of that benefit.

Ms. Purcell continued with a brief review of contract qualifications and builder's risk insurance language, with members requesting confirmation from insurance representatives before final approval. Members were encouraged to raise any concerns before the June 17 meeting, when further approvals are expected. During the discussion, questions were raised about specific line items, including a \$60,000.00 allowance that was described as a pricing exercise and had not yet been incorporated into the project's value

calculations. Ms. Purcell also noted that the only anticipated revision to the bid package was the removal of a DEI-related requirement. Attention was directed to qualifications and exclusions related to builder's risk insurance, which had become an issue because the contract did not clearly assign responsibility for that coverage. The project team worked with its insurance representatives to develop clarifying language and requested confirmation from the district's insurance advisor that the proposed approach was acceptable.

a. Potential Vote to Award ITB RSD13MPH3-003 3.04 Masonry

Discussion shifted to consideration of the masonry trade contract. Since the previous meeting, the project team had conducted extensive due diligence on the apparent low bidder, AMI Boston Masonry Restoration. This review included evaluating the company's current and future workload, reviewing staffing plans, conducting a scope review meeting, and verifying bonding capacity. Ms. Purcell provided documentation showing how its existing projects would overlap with the school project, and the construction management team concluded that the company had sufficient resources to perform the work successfully. Committee members emphasized that their primary concern was the contractor's ability to deliver the project, and Ms. Purcell expressed confidence in its recommendation. With those assurances, the design team formally recommended awarding the masonry contract to AMI Boston Masonry Restoration and indicated that the committee would be asked to approve the trade contract award. The remaining bid documents consist largely of bid results and supporting information, and the committee is expected to review and approve the full list of trade contract awards at an upcoming meeting.

Mr. Overton made a motion, seconded by Mr. Giammatteo, to direct O&G Industries regarding renovations and additions to Memorial School at 124 Hubbard Street, Middlefield, CT state project 213-0051, O&G Project Number 2016200 Bid Package 3.04 Masonry to AMI Boston Masonry Restoration, Inc. for the base bid amount of 2,272,666.00.

All in favor of the acceptance to direct O&G Industries regarding renovations and additions to Memorial School at 124 Hubbard Street, Middlefield, CT state project 213-0051, O&G Project Number 2016200 Bid Package 3.04 Masonry to AMI Boston Masonry Restoration, Inc. for the base bid amount of 2,272,666.00 as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo, Mr. Dwire and Mr. Putnam. Motion Passed.

C. Approval of RFP 2026-004 Materials Monitoring and Special Testing

The committee reviewed bids for construction materials testing and inspection services. Ms. Liska explained that the proposals were based on unit pricing for a variety of testing and inspection activities, including soil compaction inspections, steel inspections, and combinations of multiple testing services performed during the same site visit. After compiling all of the unit prices into a comparison spreadsheet, IMTL emerged as the clear low bidder, with pricing that was approximately half that of the other firms that submitted proposals. Four bids were received in total.

Beyond the favorable pricing, Ms. Liska emphasized IMTL's strong reputation and extensive experience. Ms. Liska noted that they had worked with IMTL on previous projects and found the company to be

competent, responsive, and knowledgeable in handling testing and inspection requirements. O&G Industries and the project consultants independently reviewed the proposal and concurred that IMTL was well qualified to perform the work. Based on both the pricing analysis and prior experience with the firm, the project team recommended awarding the materials testing and inspection services contract to IMTL.

Mr. Cross made a motion, seconded by Mr. Putnam, to award RFP 2026-2004 Materials Testing Special Inspection Services for Regional School District 13 School State Project 213-0051 to IMTL with a base bid of \$40,460.00.

All in favor of accepting the motion to accept the award RFP 2026-2004 Materials Testing Special Inspection Services for Regional School District 13 School State Project 213-0051 to IMTL with a base bid of \$40,460.00 as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo, Mr. Dwire and Mr. Putnam. Motion Passed.

D. Approval of Invoices

Mrs. Neubig presented the following invoices for approval:

Salas O’Brien, BBH	Invoice 61250-7526: Commissioning Agent	\$5,558.24
Mobile Modular	Invoice 2914-229: May rent	\$3,554.00
Town of Middlefield	Invoice: 260-1955: Planning and Zoning fee	\$100.00
Shipman and Goodwin	Invoice 683976: Legal Fees	\$4322.50
Pennoni	Invoice 1326311: Hazmat Testing and Monitoring (demo phase)	\$22,394.00

Mr. Giammatteo made a motion, seconded by Mr. Cross, to approve the invoices as presented.

All in favor of approving the invoices as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo, Mr. Dwire and Mr. Putnam; Motion passed.

E. Possible Executive Session to Discuss Confidential Bidder Matter

Mr. Cross made a motion, seconded by Mr. Giammatteo, for the Building Committee to enter into Executive Session to discuss Confidential Bidder Matter and invite Superintendent Dr. Leggett, Director of Finance Mrs. Neubig, Supervisor of Building and Grounds Mr. Proia, and representatives from QA+M, O&G, and STV to attend.

All in favor of approving the motion for the Building Committee to enter into Executive Session to discuss Confidential Bidder Matter and invite Superintendent Dr. Leggett, Director of Finance Mrs. Neubig, Supervisor of Building and Grounds Mr. Proia, and representatives from QA+M, O&G, and STV to

attend as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, Mr. Giammatteo, Mr. Dwire and Mr. Putnam. Motion passed.

The Building Committee entered Executive Session.

The Building Committee returned from Executive Session and made a motion to vote on a bid.

Mr. Cross made a motion, seconded by Mr. Moore, that the committee accept O&G's recommendation for bid package 3.06. architectural casework to reject low bidder Connecticut Carpentry Corporation, Regional District 13 Memorial State Project 213-0051 O&G project 2016200.

Mrs. Petrella suggested adding the date of the letter in the motion.

Mr. Overton recommended amending the motion to include the language, "...based on the reasons listed in the O&G letter dated June 2, 2026."

Mr. Overton made an amended motion, seconded by Mrs. Petrella, that the committee accept O&G's recommendation for bid package 3.06. architectural casework to reject low bidder Connecticut Carpentry Corporation based on the reasons listed in the O&G letter dated June 2, 2026, Regional District 13 Memorial State Project 213-0051 O&G project 2016200 as presented.

All in favor of accepting the amended motion that the committee accept O&G's recommendation for bid package 3.06. architectural casework to reject low bidder Connecticut Carpentry Corporation based on the reasons listed in the O&G letter dated June 2, 2026, Regional District 13 Memorial State Project 213-0051 O&G project 2016200 as presented: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore and Mr. Putnam. Motion passed.

Mr. Weissberg asked whether the project website, public notifications, and community updates were current and meeting expectations. Ms. Liska reported that the website updates have been going well, with regular progress reports and photographs being posted. Dr. Leggett complimented the updates, noting that they provide a good level of detail and effectively highlight project progress for the community. When asked whether any feedback had been received from the public, committee members indicated that they had not heard any significant comments or concerns.

The discussion also touched on community engagement opportunities as construction progresses. Mr. Weissberg asked whether additional outreach activities, such as project tours or public events, were being planned. While no major outreach initiatives were currently scheduled, committee members noted that the recent groundbreaking ceremony had been a successful and enjoyable event.

Public Comment

There was no public comment.

Adjournment

Mr. Cross made a motion, seconded by Mr. Overton, to adjourn the meeting.

All in favor of adjourning the meeting: Mr. Weissberg, Mr. Cross, Mr. Overton, Mrs. Petrella, Mr. Moore, and Mr. Putnam. Motion passed and the meeting adjourned.

Respectfully submitted by Meghan Shortell-Fratantonio