

AGENDA
Library Renovation & Improvement Committee Meeting
January 27, 2021
9:00 AM
Coventry Town Hall Annex (Zoom meeting information below)

1. Call To Order, Roll Call
2. Audience Of Citizens
3. Acceptance Of Minutes (E):

Documents:

[MINUTES 12.23.20 LIBRARY RENOVATION COMMITTEE.PDF](#)

4. Reports:

- Committee Chair
- Town Manager
- Librarian Margaret Khan
- Committee Members

5. Old Business:

6. New Business:

- A. State Grant Requirements (E)

Documents:

[CONTRACT-COVENTRY-MUNI.PDF](#)
[GRANT_CONTRACT_INSTRUCTIONS_MUNICIPAL.PDF](#)
[INVITATION_TO_BID_AND_OTHER_REQUIREMENTS.PDF](#)
[LIABILITY INSURANCE EXAMPLE.PDF](#)
[NOTICE-OF-APPLICANT-FUNDING-COVENTRY.PDF](#)
[STEPBYSTEPCONSTGRANTPROCESS-MUNI_2020.PDF](#)

7. Adjournment

Join Zoom Meeting

Topic: Library Renovation & Improvement Committee Meeting: 1/27/2021
Time: Jan 27, 2021 09:00 AM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/89213663346?pwd=SU1TYVR5aXJpNmEvdzd4dDhacUgzUT09>

Meeting ID: 892 1366 3346
Passcode: nd1X6P

One tap mobile

+13017158592,,89213663346#,,,,*889352# US (Washington D.C)

+13126266799,,89213663346#,,,,*889352# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 892 1366 3346

Passcode: 889352

Find your local number: <https://us02web.zoom.us/j/89213663346>

(E) Denotes enclosures

BOOTH & DIMOCK LIBRARY RENOVATION AND IMPROVEMENT COMMITTEE MEETING MINUTES

Meeting Date and time: December 23, 2020. 9 am. Location: Town Hall Annex

Call to Order: By Chair Walsh at 9:03 am. Roll Call: Deborah Walsh (Chair), William Bonney (Vice Chair), James Parda (Secretary), Tim Ackert, Dudley Brand, John Twerdy, Joe Jankowski, John Elsesser (Town Manager), Olivia Francoline (Town Manager intern)

Audience of Citizens: No one came forward to address the Committee.

Acceptance of minutes for November 25, 2020 meeting: Motion to accept by Twerdy. Second by Bonney. Motion carried unanimously.

Reports:

Chair Walsh gave each Committee member a schedule of the 2021 regular meetings.

Elsesser gave each Committee member a draft of the “Request for Qualifications and Price Proposals for Design-Build Improvements at the Booth and Dimock Memorial Library” (RFQ)

Jankowski assured the Committee of the full support of the Library Trustees during the project.

Old Business: None

New Business:

- A. The State Bond Commission voted to approve the Library renovation request for a grant of \$850,000.00.

- B. Requests for Design-Build Proposals (D-BP). Elsesser led a discussion of the options, intricacies and complexities of planning this type of renovation project. Discussion involved the role of DRA architects and Ken Best, quality control of the project, cost savings, timelines, library closures, alternate library locations, pandemic restrictions, State administrative delays, prevailing wage costs, design options, work sequencing, role of the Committee, and paperwork flow. Elsesser will communicate with Ken Best regarding his role in the project based on his experience with library renovations. The need for Special Committee meetings was mentioned for later discussion. The Committee will be reviewing the draft RFQ and sending comments to Elsesser.

Adjournment: Motion by Twerdy. Second by Bonney. Motion carried unanimously. Adjourned at 10:15 am.

Respectfully submitted,

James Parda
Secretary

CONNECTICUT STATE LIBRARY
Hartford, Connecticut 06106

STATE PUBLIC LIBRARY CONSTRUCTION GRANT CONTRACT
FOR MUNICIPALITIES

This Agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter "State Library" or "Grantor") and the Town of Coventry (hereinafter "Contractor" or "Grantee") pursuant to § 11-24c of the Connecticut General Statutes (hereinafter "CGS").

WHEREAS, CGS § 11-24c provides for state funds to assist in the construction, renovation, repair, and improvement of the physical public library facilities at the local level; and

WHEREAS, the State Library administers a grant program whereby libraries apply for state funded public library construction grants; and

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained, the parties do hereby agree as follows:

1. The State Library hereby authorizes a grant for the amount not to exceed \$850,000 (hereinafter "Grant Funds") for Accessibility, Code Work, and Remodeling project at the Booth & Dimock Library (hereinafter the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds.
2. The Contractor shall proceed forthwith upon the signing of this Agreement with the Accessibility, Code Work, and Remodeling project provided that sufficient local funds are approved and available to complete the entire project in accordance with the Contractor's grant application as approved by the State Library Board or as hereafter changed with the approval of the State Library.
3. For projects that involve construction, as defined in the *State Grant Program for Public Library Construction Timetable and Guidelines*, the Contractor has employed an architect and shall submit to the state detailed plans and specifications (including *American Institute of Architects (AIA) Document A201*, general conditions of the contract for construction intended to be used as one of the contract documents forming the construction contract).
4. The Contractor may, in writing, execute change orders in connection with this particular project with the written approval of the architect, but any individual change representing an increase or decrease in the cost of the project in excess of \$10,000 for projects between \$60,000 and \$100,000, and \$20,000 for projects over \$100,000 shall be approved in advance by the State Library.
5. The Contractor shall establish and maintain accounting procedures and supporting documents necessary to permit accurate and expeditious audit at any time during the construction, and all records pertaining to the project shall be maintained for a period of ten (10) years.
6. Upon request of the State Library, the Contractor shall submit copies of architect's and other inspection reports and such additional reports including payroll records as may be required by the State Library.

7. Payment to the Contractor under this contract is subject to receipt of state funds by the State Library. Once the funds become available, payment shall be made in accordance with the following pre-established schedule:
 - (a) Fifty percent (50%) of the grant upon submission of an Application for Payment, example attached hereto as Attachment B, and certification by the architect that work in place, services rendered, and equipment delivered and installed on the project represent not less than fifty percent (50%) of the total project value, i.e., of all construction, all equipment, and all other eligible costs. Documentation consists of *AIA Documents G702* and *G703*, the architect's application and certification for payment, and invoices for expenses listed in the Budget Information section of the application as submitted to the State Library and which are not included in the *AIA Documents G702* and *G703*.
 - (b) An additional forty percent (40%) of the grant in accordance with the same provisions when the architect certifies seventy-five percent (75%) completion; and,
 - (c) The final ten percent (10%) of the grant upon submission of an Application for Payment, the architect's certification of one hundred percent (100%) completion. In those cases where there may be a significant delay in certifying 100% completion, the contractor may be eligible for its last payment when it has a certificate of occupancy for the entire affected library space and it can prove it has incurred costs that are at least double its grant award. In order for the Contractor to receive its final payment, it shall also furnish the following to the State Library:
 - (1) The final *AIA Documents G702* and *G703* with "paid" written on the AIA document or payment voucher for final payment of the project.
 - (2) For projects of \$2,000,000 or less, invoices for expenses listed in the Budget Information section under Project Cost Estimate in the application as submitted to the State Library excluding the expenses covered in the *AIA documents G702* and *G703*.
 - (3) A Final Expenditure Report, example attached hereto as Attachment C.
 - (4) The Contractor expressly agrees and understands that the Application for Payment of the final ten percent (10%) of the grant and all required back-up documentation must be received by the State Library on or before the last day of this grant agreement before any final payment, if warranted, shall be made by the State Library. The failure to provide the Application for Payment and back-up documentation within the time required is an express waiver by the Contractor of any right to final payment under the grant.
 - (d) The Contractor may combine payment requests in one Application for Payment attached hereto as Attachment B.
8. The Contractor shall comply with the requirements and provisions of CGS § 11-24c, , the *State Grant Programs for Public Library Construction Timetable and Guidelines*, the anti-discrimination requirements of state and federal law (Title VI, Civil Rights Act, 1964, Pub. L No. 88-352, § 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act) and the prevailing State Wage Requirements.

9. The Contractor shall employ adequate methods of obtaining competitive bids, pursuant to the Department of Administrative Services (DAS) Contractor Prequalification Program, prior to awarding the construction contract, and shall advertise in a newspaper having a substantial circulation in the municipality in which construction takes place (a trade journal does not qualify as a newspaper for this purpose) or advertise in the DAS Biznet State Contracting Portal.
 - (a) For a single construction contract with total cost under \$500,000. All construction contracts (including equipment procurement over \$10,000) shall be awarded to the lowest responsible and qualified bidder in open competitive bidding.
 - (b) For a single construction contract with total cost over \$500,000. All construction contracts for construction projects which are funded in whole or in part with state funds shall be awarded to the lowest responsible and pre-qualified bidder described in CGS § 4b-92 in open competitive bidding. The Contractor will provide those subcontractors with a Performance Evaluation at 50% project completion and provide both Contractor and DAS with a Performance Evaluation at 100% completion. The Contractor must indicate in the bid advertisement the classification(s) for which construction contractors are being sought. Example of bid advertisement can found on DAS Contractor Prequalification Program website. The DAS Prequalification Program must receive the final evaluation within seventy (70) days after project completion.
10. The Contractor shall not sign a contract with a building subcontractor, purchase furniture, or begin work on a maintenance project (only applicable to “distressed municipalities” as defined by CGS § 32-9p(b)) until the Contractor and the State Librarian have signed this contract, and, if required, this contract has been approved by the Attorney General.
11. The building subcontractor who is selected to do the project shall provide a performance bond.
12. The Contractor shall comply with all applicable sections of the State and local building codes, where such codes are in force.
13. The Contractor shall follow the rules on construction of a public works project as established by the local municipality unless additional requirements are specifically required by Federal statutes, State statutes, or executive orders.
14. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor’s bid, proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State Library all in an electronic format acceptable to the State Library prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the State Library. Contractor shall provide an annual electronic update of the three (3) documents to the State Library on or before each anniversary of the effective date during the contract term. The State Library shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State Library or the State is contributorily negligent.
- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

15. Audit requirements.

- (a) For State-funded grant contracts where the Contractor has or will receive \$300,000 or more in any State grant(s) during the Contractor's fiscal year, the following audit provision must be present:

Audit Requirements for State Grants. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3)

years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- (c) For purposes of this subsection, for State Grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in CGS§ 4-230.
16. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions, and shall make such refunds within thirty (30) days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.
17. If the final Application for Payment and back-up documentation reveals that the ultimate cost of the construction project for which this grant has been provided is less than the amount upon which the grant award was originally based (the grant award cannot exceed one half of the actual cost of the construction project) the amount of the grant award shall be reduced proportionately. If any funds must be returned, the Contractor shall send the refund, in the form of a bank or certified check, to the Connecticut State Library within thirty (30) days from notice in writing by the State Library, without the parties to this agreement entering into separate amendments or supplements to this Agreement.
18. When issuing statements, press releases, announcements of contract awards under the project, dedication programs and other documents or announcements describing this project, the Contractor shall state clearly that the library construction project is being paid for, in part, with state funds provided by the Connecticut State Library.
19. The Contractor expressly agrees and covenants that a proposed new, improved or expanded public library facility that is the subject of this contract shall be devoted to public library purposes for a period of not less than ten (10) years after completion of the construction project for which this grant has been provided. The Contractor further expressly agrees and covenants that, should a proposed new, improved or expanded public library facility be devoted to public library purposes for a period of less than ten (10) years after completion of the construction project, the contractor shall return the grant funds provided for herein on a prorated basis for every year less than ten (10) years after completion that the facility was not devoted to use as a public library.
20. Termination.
- (a) Notwithstanding any provisions in this contract, the State Library, through a duly authorized employee, may terminate the contract whenever the State Library makes a written determination that such termination is in the best interests of the State. The State Library shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the State Library, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.

- (1) Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the State Library sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State Library believes that the Contractor has not performed according to the contract, the State Library may withhold payment in whole or in part pending resolution of the performance issue, provided that the State Library notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The State Library shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State Library for purposes of correspondence, or by hand delivery. Upon receiving the notice from the State Library, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages, and deliver to the State Library all records required by the State Library to be retaken. The records are deemed to be the property of the State Library and the Contractor shall deliver them to the State Library no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the State Library for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the State Library, the Contractor shall cease operations as the State Library directs in the notice, and take all actions that are necessary or appropriate, or that the State Library may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the State Library directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The State Library shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the State Library in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the State Library is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State Library, the Contractor shall assign to the State Library, or any replacement Contractor which the State Library designates, all subcontracts, purchase orders and other commitments, deliver to the State Library all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's

property, equipment, waste material and rubbish related to its performance, all as the State Library may request.

- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the State Library may terminate the contract in accordance with its terms and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
 - (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
 - (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the State Library.
21. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
22. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
23. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that the State Library and the Attorney General of the State of Connecticut have approved this Agreement in writing.

24. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.
25. The sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor shall not initiate legal proceedings in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
26. A Contractor receiving a grant of \$500,000 or more shall display a sign at the site during construction indicating that the project is funded, in part, with a grant from the State of Connecticut. An example will be furnished by the State Library.
27. Audit and Inspection of Plant, Places of Business and Records.
 - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

28. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
29. Whistleblower. This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
30. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
31. Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
32. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.
33. State Library approved this grant on November 23, 2015. Minutes of that meeting are attached hereto as Attachment A and expressly made a part hereof.

GRANTEE

1/20/2021 – 1/19/2026
Contract Period

Town of Coventry
Legal Name (Town, City, Corporation, etc.)

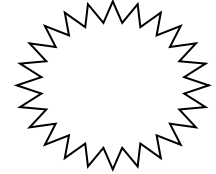
Federal Employer I.D. Number

Signature of Authorized Individual

Date

John Elsesser
Typed Name of Authorized Individual

Town Manager
Title
(Grantee Affix Seal Here)



CONNECTICUT STATE LIBRARY BOARD

Deborah Schander, State Librarian

Date

032P-SC-15
Grant Number

X This contract template, having been reviewed and approved by the Office of the Attorney General (OAG), it is exempt from review pursuant to a Memorandum of Agreement between the State Library and the OAG dated June 20, 2019.

Fund	Department	SID	Program	Acct.	Project	Budg. Ref.	Amt.
12052	CSL66051	43648	85006	55070	CSL Non. Proj.	2021	\$850,000

Minutes of the State Library Board meeting.

STATE OF CONNECTICUT, RECORD OF PROCEEDINGS STATE LIBRARY BOARD November 23, 2015 INDEX Members present: John N. Barry, Bob Harris, Judge Michael Sheldon, Allen Hoffman, Jay Johnston, Justice Peter Zarella, Ellen Cohn, Matt Poland. Members absent: None. Others present: Kendall Wiggin, Jane Beaudoin, Dawn La Valle, Mark Smith, Diane Pizzo, Carol Trinchitella, Lizette Pelletier, Robert Kinney (State Library), Jennifer Keohane (CLC) * * * * *

Approval of State Public Library Construction Grant Recommendations: It was immediately MOVED (M. Sheldon) seconded (B. Harris) THAT THE STATE LIBRARY BOARD AWARDS THE FOLLOWING STATE PUBLIC LIBRARY CONSTRUCTION GRANTS:

\$1,000,000 to the Town of Coventry for the Booth and Dimock Memorial Library. \$1,000,000 to the E.C. Scranton Memorial Library of Madison. \$1,000,000 to the City of Hartford for the Park Branch Library. \$1,000,000 to the City of New Haven for the Stetson Branch Library. \$250,000 to the Town of Cheshire for the Cheshire Public Library. \$203,898 to the Village Improvement Association for the Ora Mason Branch Library of the West Haven Public Library. \$125,500 to the Town of Berlin for the Berlin Peck Memorial Library. \$100,000 to the City of Derby for the Derby Public Library. \$67,500 to the Beardsley & Memorial Library of Winchester. \$27,500 to the Town of Newtown for the Cyrenius H. Booth Library.
PASSED unanimously.

CONNECTICUT STATE LIBRARY
APPLICATION FOR PAYMENT
STATE PUBLIC LIBRARY CONSTRUCTION GRANT
Under Section 11-24c of the Connecticut General Statutes

CERTIFICATION

The _____ (grantee) hereby requests a payment of grant funds to be expended for the below named project as authorized under the State Public Library Construction Grant program administered by the Connecticut State Library Board (grantor). Acting as the duly authorized agent for the above, I hereby certify that, according to the best of my knowledge, the information given below is correct and that the grantee is in compliance with the terms and conditions of the grant agreement between the grantee and the Connecticut State Library Board.

Name: _____ Signed: _____

Title: _____ Date: _____

A. Grant Number # _____

B. Total amount of grant approved: \$ _____

C. Contract period: _____ to _____

D. Organization authorized to receive payment: _____
Name

Address _____

E. Are you prepared to receive payment through ACH (Automated Clearing House)? (Check one) Yes No

1. Original estimated cost of entire project: \$ _____
(as given in the grant application)

2. Increase or decrease in project costs since the project began (if any): \$ _____

3. Total new cost of entire project (add items 1 and 2): \$ _____

4. Total amount completed to date: (Must be substantiated by architect's certification on the most recent *AIA Documents G702* and *G703* and invoices for costs not covered by the *AIA Documents*.) \$ _____

5. Dollar amount of grant payment being requested: \$ _____

6. Payment # 1 (50%) 2 (40%) 3 (10%)

7. Municipal Library: or Association Library: FEIN: _____

State of Connecticut, County of _____ on this _____ day of _____
the above subscribed personally appeared before me and made oath to the truth of this certification.

My commission expires on _____ Signed _____

CONNECTICUT STATE LIBRARY
STATE PUBLIC LIBRARY CONSTRUCTION GRANT
FINAL EXPENDITURE REPORT

In order to receive the final payment and close out your State Public Library Construction Grant you must complete this Final Expenditure Report and submit it to the State Library along with the final *AIA Documents G702* and *G703* marked PAID, and invoices to substantiate expenses. These materials must be received by the State Library on or before the last day of your grant contract.

Grantee: _____

Grant #: _____

Library Name: _____

1. Project Type (Place an X in front of those categories which apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Conversion of existing bldg. | <input type="checkbox"/> Handicapped Accessibility |
| <input type="checkbox"/> Renovation | <input type="checkbox"/> Code Compliance | <input type="checkbox"/> Energy Conservation |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Remodeling | <input type="checkbox"/> Maintenance |

Please indicate the actual amount spent in each category indicated below.

2. Non Construction Costs

- | | |
|--|----------|
| a. Land | \$ _____ |
| b. Easement, development rights, and other interests in land | \$ _____ |
| c. Building/structures | \$ _____ |
| d. Equipment/machinery/furnishings | \$ _____ |
| e. Other (must be identified) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| f. Feasibility, architectural, engineering studies, and costs related to the above acquisition costs | \$ _____ |
| g. Environmental remediation | \$ _____ |

TOTAL NON-CONSTRUCTION COSTS \$ _____

3. Construction Costs	
a. Building construction	\$ _____
b. Demolition	\$ _____
c. Site improvements	\$ _____
d. Parking lot	\$ _____
e. Architect/engineers' fees	\$ _____
f. Audit	\$ _____
g. Other (must be identified)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL CONSTRUCTION COSTS \$ _____

**TOTAL
NON-CONSTRUCTION AND CONSTRUCTION COSTS** \$ _____

4. Funding Sources

State Public Library
Construction Grant \$ _____

Other State \$ _____

Federal \$ _____

Private (fund raising) \$ _____

Foundation/Trust \$ _____

Local (general budget) \$ _____

TOTAL \$ _____ (must equal 100% of **total** project cost)

5. Name and signature of the Grantee's authorized representative:

(Print or Type)

(Signature)

INSTRUCTIONS FOR THE COMPLETION OF THE CONSTRUCTION GRANT CONTRACT MATERIALS, FOR MUNICIPAL LIBRARIES

Congratulations on being awarded a State Public Library Construction grant from the State Library.

Materials that you must submit to the Connecticut State Library before you begin your project:

1. A Grant Contract

- a. After providing the grant administrator with the exact name and title of the person who is going to sign the contract, you will receive a contract as a PDF.
- b. **DO NOT TRY TO MAKE ANY AMENDMENTS OR CHANGES TO THE CONTRACT.**
- c. Print the contract.
- d. Only the municipal official that is authorized to sign a contract with the State of Connecticut may sign this contract. Always check with municipal officials or legal counsel if you are not absolutely sure who this is.
- e. Affix municipal seal where indicated. If the municipality has no seal, handwrite "LS (lacks seal)", your initials, and the date next to where the seal would go.
- f. Signatures and typed or printed names on all contract materials must be consistent. The authorized official must sign his/her own name. The state does not accept a document signed and initialed by someone acting on behalf of the authorized official.

2. Notice of Applicant's Funding form

- a. Preparer of the form does not need to be the authorized official, but both preparer and authorized official must sign.

3. Proof of Liability Coverage

- a. Provide proof of the liability insurance in the form of a copy of a binder that shows that the Connecticut State Library is an additional named insured under the policy.
- b. The amount of the coverage should be sufficient to cover the town's obligations under the contract.

4. Plan of Conservation and Development (POCD) Letter or Waiver

- a. In a letter, confirm that municipality has adopted a POCD within the past ten years.
- b. Or, provide a copy of the waiver for your project as signed by the OPM Secretary.

Please be sure to prepare your contract materials in accordance with the above guidelines. Contract materials that do not follow these guidelines will be returned for correction.

Send signed contract and additional documentation to:

**Division of Library Development, Construction Grants
786 South Main St.
Middletown, CT 06457**

Please Be Aware of SHPO Compliance: If the construction site is listed, or eligible for listing, in the State or National Register of Historic Places, or if the construction site includes a structure over 50 years old, the proposed work plans must be reviewed by the State Historic Preservation Office (SHPO) for Connecticut Environmental Policy Act (CEPA) compliance. The State Librarian will not sign the contract for any project that is required to obtain approval by SHPO and has not done so by this point.

AFTER THE CONTRACT IS SIGNED AND RETURNED TO THE STATE LIBRARY WITH ALL OTHER COMPLETED FORMS AND ADDENDUMS

1. The State Librarian will sign the contract
2. A copy of the contract will be returned to you. **Do not sign with a contractor or order furniture or other materials until you receive the signed contract.**
3. You will receive other materials from us at that time that will help you proceed with your project. Or you may download this material from the Construction Grants web page on our web site.

Contact Maria Bernier, 860-704-2204, Maria.Bernier@ct.gov with questions.

What You Need to Know:

Invitation to Bid, Contracts, Prevailing Wage, and Other Requirements

(From Section 9, Grant Administration Procedures, of the Timetable and Guideline Document for State Library Construction Grants)

Bidding Procedures

1. For all contracts of \$10,000 or more, grantee must advertise an Invitation to Bid or compare quotes from at least three companies listed in the [DAS State Contracting Portal](#) to perform that service.
2. Grantee must submit the draft Invitation to Bid by email and hardcopy to the Construction Grants Administrator for review **before** posting it publicly.
3. Competitive bids must be sought through advertisement of the work specifications in the newspaper having substantial circulation in the area or in the Department of Administrative Services [DAS State Contracting portal](#). If, following advertisement, a change is made to the specification, the amended specifications must be re-advertised or an addendum provided.
4. The following information is required in **Invitation to Bid** advertisements and **MUST** be reflected in eventual **specifications** for the project:
 - a. The [classification\(s\)](#) for which contractors are being sought.
 - b. A performance bond covering 100% of the contract price is required for contracts over \$100,000 (C.G.S. 49-41).
 - c. The Town or Library is an Affirmative Action, Equal Opportunity Employer.
 - d. Project is paid for in part by State funds provided by the Connecticut State Library.
 - e. For new construction projects over \$1,000,000 and remodel/maintenance projects over \$100,000, contractors must comply with State Prevailing Fair Wage Provisions (C.G.S. 31-53). See more information in item 16 below.
 - f. Contractor must comply with DAS Contractor Prequalification requirements, if applicable (i.e. over \$500K). See more information in item 11 below.
5. Grantees must award all **construction contracts** (including equipment and furniture procurement over \$10,000) to the lowest responsible and **qualified bidder** for projects **under \$500,000** and to the lowest responsible and **prequalified** bidder for projects **over \$500,000** in open competitive bidding. Projects with the total project cost over \$500,000 must comply with the provisions of C.G.S. 4a-100. The [DAS Contractor Prequalification Program](#) requires all contractors to prequalify "before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds."
 - a. The lowest responsible and qualified bidder is the bidder whose bid is the lowest received and who possesses the skill, ability, and integrity necessary to perform the work based on past performance and financial responsibility.

- b. DAS has compiled a list of persons or [firms that have been debarred](#) in accordance with Section 31-53a of the Connecticut General Statutes, as amended. State Public Library Construction projects must not use these contractors.
 - c. The State Library will permit the use of DAS state contracts in lieu of competitive bidding for work done or for equipment or furniture purchased. Use the [DAS State Contracting Portal](#) (i.e. under state contract) to find relevant contracts. Libraries must compare quotes from at least three companies listed in the portal.
 - d. Under the rules of the Prequalification Program, grantees must provide their contractors with a Performance Evaluation at 50% project completion and provide both Contractor and DAS with a Performance Evaluation at 100% completion. The DAS Prequalification Program must receive the final evaluation within seventy (70) days after project completion.
6. The lowest qualified construction bidder who is selected to do the project must provide a **performance bond** for contracts over \$100,000.

Contracts

7. **Within 30 days of signing a contract with a contractor (builder, tradesman, or vendor of fixed equipment)**, grantee must complete the **Notice of Contract Award** form *and* provide the following items to the Construction Grant Administrator in pdf or hard copy. For projects that are 100% furniture, submit a Notice of Contract Award for the highest award.
- a. A copy of the actual **public Invitation to Bid** (pre-approved by the State Library) as advertised in a local newspaper or State Contracting Portal.
 - b. A **tabulation of bidders and bid proposals** received showing the bid accepted. The architect usually prepares this (on a standard A-1 form) for the owner. The contract must be awarded to the lowest qualified bidder. If the lowest bidder was not chosen, you must provide a written explanation as to why the contractor was not qualified.
 - c. A **copy of the letter of intent** to award the contract or purchase order describing alternates accepted or rejected, negotiated changes (if any), the intended contract amount, and the estimated total project cost.
 - d. A **copy of the signed contract**. For new construction projects where a Construction Manager is used instead of a General Contractor, only provide a copy of those contracts that exceed \$400,000.
 - e. For projects with total project cost over \$500,000:
 - i. Department of Administrative Services (DAS) contractor prequalification certificate.
 - ii. DAS Contractor Prequalification update statement
8. Submit one (1) completed original of each Notice of Contract Award in paper, with original signatures to:
Division of Library Development, Construction Grants
786 South Main St.

Middletown, CT 06457

Backup documentation may be sent in paper or in digital format to

Maria.Bernier@ct.gov.

9. The use of "General Conditions of the Contract for Construction" (AIA Document A201-2017) is an **acceptable contracting procedure** for the grants program.
10. The **construction contract** with local building contractor must conform to state requirements as to **working conditions, wages, and fair labor practices**. [Connecticut prevailing fair wage law](#) applies to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any project where the total cost of all work performed by contractors and subcontractors is \$100,000 or more. For new construction, the law applies when the total cost of all work performed is \$1,000,000 or more (C.G.S. 31–53). All contracts must confirm that contractors and the subcontractors are Affirmative Action/Equal Opportunity Employers.
11. The successful bidder and grantee must meet all applicable federal, state, and municipal laws in regard to **equal employment opportunity and non-discrimination** in employment. For grants over \$50,000, this includes, but is not limited to, the successful bidder filing an approved Affirmative Action Plan to the Commission on Human Rights and Opportunities prior to the commencement of construction.
 - a. In accordance with the provisions of Connecticut General Statutes Section 46a-56 (a) (5) (b) (Duties of the Commission on Human Rights and Opportunities) and Section 46a-68 (State Affirmative Action Plans), any contract or grant to be awarded by an agency of the State of Connecticut is subject to [Contract Compliance Regulations](#). These regulations set forth specific obligations of the agency, contractor, and grant recipient.
 - b. Local public and school libraries may be included in the approved Affirmative Action Plan of the town.
 - c. The Connecticut State Library is committed to affirmative action. In accordance with this commitment, the Connecticut State Library will not knowingly do business with any contractor, subcontractor, bidder, grant applicant, or supplier of materials who discriminates against members of a protected class.
12. **The deadline for initiating construction is 18 months from the date of State Bond Commission approval.** If a grantee cannot start construction within this deadline, the State Library Board will consider the grantee's written request for an extension, not to exceed one year. If additional time is needed, only one more one-year extension will be considered, for a maximum of two extensions. Grantee shall submit a formal letter to the State Librarian, who will make a recommendation to the State Library Board based on input from the Director of the Division of Library Development and the Construction Grants Administrator.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Connecticut [REDACTED] [REDACTED], CT [REDACTED]	CONTACT NAME:	
	PHONE (A/C, No, Ext): (203) [REDACTED]	FAX (A/C, No): (203) [REDACTED]
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Connecticut [REDACTED]	
INSURED Town of [REDACTED] [REDACTED] Road [REDACTED] [REDACTED], CT [REDACTED]	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	07/01/2015	07/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 With respect to General Liability, Connecticut State Library is additional insured with regard to Grant awarded to the Town of [REDACTED]

CERTIFICATE HOLDER Connecticut State Library 231 Capitol Avenue Hartford, CT 06106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE [REDACTED]

**NOTICE OF APPLICANT'S FUNDING
FOR STATE PUBLIC LIBRARY CONSTRUCTION GRANTS**

A signed copy of this form must be submitted to the State Library along with the construction grant contract. The form may be prepared by someone other than the individual authorized by resolution to enter into a contract with the State Library. If this is the case, it must be signed by both the preparer and the authorized individual.

Grantee: Town of Coventry Grant #: 032P-SC-15

Library name: Booth & Dimock Library

1. Project type (Place an X in front of all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> New construction | <input type="checkbox"/> Accessibility | <input type="checkbox"/> Remodel |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Code compliance | <input type="checkbox"/> Energy conservation |
| <input type="checkbox"/> Conversion of existing building | <input type="checkbox"/> Emergency preparedness | <input type="checkbox"/> Maintenance |
| <input type="checkbox"/> Major alteration | | |

2. Date State Bond Commission authorized the grant: 12/18/2020

3. Indicate the amount of state, federal, private, and local funds which will be applied to this project and the date when these funds were awarded or otherwise secured:

State Public Library Construction Grant	\$_____	Date funding approved: _____ (same as #2 above)
Other State	\$_____	Date funding approved: _____
Federal	\$_____	Date funding approved: _____
Private (fund raising)	\$_____	Date funding approved: _____
Local (general budget or town bonding)	\$_____	Date funding approved: _____
TOTAL	\$_____ (must equal 100% of total project cost)	

Print preparer's name	Signature	Date	Phone
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Print authorized individual's name	Signature	Date	Phone
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Send with contract materials to:
Division of Library Development, Construction Grants
Middletown Library Service Center
786 South Main St., Middletown, CT 06457

Step by Step Guide to Successful Completion Of Your Library Construction Grant Project – Municipal Library

Consult this guide for information on what you must do and when you must do it in order to complete your project and receive your full grant payment. This guide takes you from the State Library Board's approval of your grant to the last payment. All instruction sheets and forms referred to are available on the State Library's [Construction Grants LibGuide](#).

1. **Congratulations!** Your Construction Grant application was approved by State Library Board.
2. **Notification.** The State Library's Construction Grant Administrator will notify your "authorized official" that your grant request has been accepted. The authorized official is the person who officially submitted your grant request. You must notify the State Library if the authorized official changes during your project.
3. **IMPORTANT NOTICE:** Grant funds may not be used to pay costs for any architect, building consultant, or environmental, civil, or geotechnical engineer who was hired prior to submitting your grant application. In addition, you cannot purchase furniture or equipment or start construction (including signing a contract with contractor(s) other than the architect, building consultant, or environmental, civil, or geotechnical engineers) until you sign a grant contract with the State Library.
4. **Historic Buildings.** If the library is over 50 years old, it may be listed or eligible for listing on the State or National Register of Historic Places. Proposed work plans for historic libraries (or if the new construction will impact areas that have not been previously disturbed) must be reviewed by the State Historic Preservation Office for Connecticut Environmental Policy Act (CEPA) compliance. Hopefully you have done this already! If you haven't, then refer to the Timetable and Guidelines, Section 8, Paragraph 2, for information on how to do so. Approval may be necessary before we request Bond Commission funding approval and is required before the State Librarian signs your grant contract.
5. **Local Funding and State Bond Commission Agenda.** When all your local funding is in place (this must be achieved within three years of grant approval by the State Library Board for Category 1 grants or within one year for Category 2 grants), notify the Construction Grant Administrator in writing. The State Library will ask the Bond Commission to place your project on their meeting agenda. You should also contact your local state senators and representatives and ask them to do the same. It can sometimes take several months to get your project on the meeting agenda, but the usual period is one to three months.
6. **State Bond Commission** approves the grant funding. The Construction Grant Administrator notifies grantee's authorized official and the library director.
7. **Commission on Human Rights and Opportunities (CHRO).** For grants over \$50,000, you should expect to hear from CHRO as they ensure that your project complies with all equal opportunity and affirmative action laws
8. **Grant Contract with State Library.** Refer to "Grant Contract Instructions" document on the State Library's [Construction Grants LibGuide](#).
 - a. The Contract requires other forms and documentation, including proof of liability, funding information and a Plan of Conservation and Development letter.
 - b. **Signed Contract.** The Construction Grant Administrator will send copies of the contract to the grantee's authorized official. The Grant Administrator will provide additional forms you will need in order to complete the grant process.

- c. Should a municipality's Plan of Conservation and Development (POCD) expire between the time when the municipal library receives a grant and the time when the municipality is ready to sign a construction grant contract, the contract cannot be signed until a new POCD is adopted or a waiver letter is provided from the Office of Policy and Management.
9. **Deadline and Extension requests.** You must initiate your project (i.e. sign with a building contractor) within 18 months of Bond Commission approval. If you cannot do this, you must submit a 1-year extension request with the State Library Board. Contact the Construction Grant Administrator for more information.
10. **Before You Sign with Any Contractor or Purchase Equipment.**
 - a. **Important: Refer to your signed contract, the "Notice of Contract Award" document, and Section 9 of the Timetable and Guidelines before beginning this process.**
 - b. You should make your architect, building manager, and other relevant officials aware of **ALL** the provisions in the contract you signed with the State Library, including those on indemnification, audit requirements, termination, forum and choice of law, executive orders, audit and inspection, summary of ethics laws,
 - c. Refer to Section 9 of the Timetable and Guidelines, paragraphs 7-12, regarding the methods for obtaining competitive bids. Invitations to Bid must be advertised publicly for all contracts of \$10,000 or more.
 - d. Submit your draft "Invitation to Bid" document (as it will appear in newspaper or on the state's Biznet online portal) to the Construction Grant Administrator for approval before posting it. It should include a performance bond requirement, information on Equal Opportunity, amount of State funding, and state prevailing wage information. See the Timetable and Guidelines for detail. Performance bond and prevailing wage requirements depend on the size and type of your project.
 - e. Provide the Construction Grant Administrator with the final drawings of floor plans and site plan (if applicable). Your project specifications must include all requirements outlined in the Invitation to Bid document. Provide information that describes in detail the work to be completed and items and services to be purchased.
 - f. For grants over \$50,000, you may be contacted by the Contract Compliance Division of the Commission on Human Rights and Opportunities. They will assure your building project complies with all Affirmative Action and Equal Opportunity legal requirements.
 - g. Per the contract, "when issuing statements, press releases, announcements of contract awards under the project, dedication programs and other documents or announcements describing this project, ...[you] shall state clearly that the library construction project is being paid for, in part, with state funds provided by the Connecticut State Library."
11. **After Signing with Contractor.**
 - a. Submit a "Notice of Contract Award" form to the Construction Grant Administrator within 30 days of signing a contract with a building contractor or tradesman, and for the purchase of fixed equipment such as an elevator, furnace or HVAC system. If your project is 100% furniture you must submit a Notice of Contract Award for the highest award. Include the additional paperwork as required by the form instructions.
 - b. For projects with a grant award of \$500,000 or more, you must erect a **SIGN** that meets the specifications provided by the State Library (available in Appendix A of

the Timetable and Guidelines). You must provide the Construction Grant Administrator with a photograph of the sign when it is in place.

- c. Project changes that alter the originally proposed use of space, functional layout, or the cost of the project by 10% or more must be submitted to the State Library for approval. The grantee's authorized official must send a written request to the Construction Grant Administrator detailing the changes requested, with supporting information and documentation. The changes must be authorized by the State Librarian, acting for the State Library Board. Guidelines for acceptable changes in existing grant projects: First, the primary goals in the original project plan must still be met by the new plan. Second, changes that reduce the total project cost by more than 25% from the original estimate are not likely to be approved. And third, project changes that make it easier to expand library space and library service in the future are more likely to be approved. The State Library Board has the power to revoke approval of any application or grant for failure to submit and receive approval of substantial changes in the application.
- d. Any individual change order representing an increase or decrease in the construction cost of the project in excess of \$4,000 for projects under \$60,000, \$10,000 for projects between \$60,000 and \$100,000, and \$20,000 for projects over \$100,000 must be approved in advance by the Construction Grant Administrator.
- e. For any single construction contract exceeding \$500,000, the Department of Administrative Services (DAS) requires you to provide contractors with a [Contractor Performance Evaluation \(Excel file\)](#) at 50% project completion and provide both contractor and DAS with a Performance Evaluation at 100% completion. DAS must receive this evaluation within 70 days.

12. Payments.

- a. Refer to the "Construction Grant Application for Payment" form on the State Library's [Construction Grants LibGuide](#) and Section 9, Paragraphs 21-29 in the Timetable and Guidelines for information on how to get paid and audits. There are several documents that must accompany your payment request.
- b. Send payment requests to the Construction Grant Administrator.
- c. Payments are usually made in 3 installments, after 50% of project is done (receive 50% of grant), 75% of project is done (receive 40% of grant), and project is complete (receive final 10%), but you may combine payment requests as you wish.
- d. If your total project costs are less than planned, you still cannot receive more than one half of your projected project costs as presented in your grant application. For example if your total project cost was actually \$1 million instead of the \$2 million you projected, you will receive a total payment of \$500,000 and not the \$1 million originally granted.
- e. Payments can be made to an Automated Clearing House Account (ACH) which you should set up with the State Comptroller's Office. See the [Direct Deposit \(ACH\) Enrollment Form](#) (use "Town") for more information.
- f. Final payment requirements are more stringent (see Timetable and Guidelines) and must include filing of the "Final Expenditure Report" form (posted on the State Library's [Construction Grants LibGuide](#) and attachment B in your contract).
- g. Your grant contract with the State Library is for a five-year period, and you must finish your project and submit all your payment requests before the contract expires.

13. Audits and Financial Records.

- a. Refer to your contract and Timetable and Guidelines for audit requirements, and refer to the Office of Policy and Management's webpage on [Audits of Local Governments and Non-Profit Agencies](#). Your municipality submits a State Single Audit to the Office of Policy and Management each fiscal year. Those audits must of course include construction grant payments.
- b. Financial records must be kept for 10 years.
- c. If your new facility does not continue to be used as a library for the next 10 years, you will be required to refund part of your grant award.

14. Opening Ceremonies.

- a. It is customary to invite the State Librarian to participate in any ceremonies you plan for the opening of a new or renovated facility.

This is an unofficial guide to help you successfully complete your project. Please refer to the provisions in your contract with the State Library and the State Grant Program for Public Library Construction Timetable and Guidelines for the official requirements of State Library's Construction Grant program.

For more information, contact Maria Bernier, maria.bernier@ct.gov or 860-704-2204.

Unless otherwise stated, send all forms and correspondence to:

**Construction Grants, Division of Library Development
Middletown Library Service Center
786 South Main St.
Middletown, CT 06457**