State Grant Program
For Public Library Construction
Timetable and Guidelines
2018-2019

Category One Grants:
Distressed Municipalities
Non-Distressed Municipalities

Category Two Grants:
Distressed Municipalities
Non-Distressed Municipalities

Connecticut State Library
2018
CONNECTICUT STATE LIBRARY

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Issued in accordance with Conn. Gen. Stat. § 11-24(c)
### 2018 TIMETABLE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>April</td>
<td>Program announcement.</td>
</tr>
<tr>
<td>May</td>
<td><em>Grant Program for Public Library Construction: Timetable and Guidelines</em>, Notice of Intent, and Application made available on the State Library’s Construction Grants web-page.</td>
</tr>
<tr>
<td>June 30</td>
<td>Notice of Intent forms due from libraries planning to apply for State Public Library Construction Grant funds. Notices of Intent forms are sent to Construction Grants Administrator.</td>
</tr>
<tr>
<td>September 1</td>
<td>Applications due by 4:00 P.M. to Construction Grants Administrator.</td>
</tr>
<tr>
<td>September, October</td>
<td>Receipt of applications acknowledged. Applications reviewed by Connecticut State Library staff. Requests for clarification of material, and for follow-up material, as required. State Library staff evaluates applications. Category 1 applicants notified of preliminary score.</td>
</tr>
<tr>
<td>Late November</td>
<td>State Library Board takes action during regular meeting.</td>
</tr>
<tr>
<td>Late November</td>
<td>Applicants notified of State Library Board action.</td>
</tr>
<tr>
<td>When library has certified that local matching funds are in place.</td>
<td>The State Library submits the approved grant to the State Bond Commission. Category 1 grantees have three years from the State Library Board approval date to certify that they have the required local matching funds. Category 2 grantees have one year. Notification of State Bond Commission action sent to successful grantees.</td>
</tr>
<tr>
<td>18 months following Bond Commission approval</td>
<td>Deadline for initiation of project.</td>
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These guidelines relating to Library Construction Grants for public library building projects are issued pursuant to \textit{Connecticut General Statutes} Section 11-24c. These guidelines apply to all applications for such grants.

\textbf{Section 1.}

\textbf{INTRODUCTION}

The goal of all grant programs administered by the Connecticut State Library is to promote excellence of public library service. In providing excellent service public libraries must strive to improve services and facilities to meet their communities’ needs and to cooperate with other public libraries through programs such as borrowIT CT, interlibrary loan, researchIT CT, and shared integrated library systems.

The library building is the physical structure that allows the public library to provide quality service to the community it serves. Some of the objectives of this specific grant program are to:

- ensure wise and economical use of state funds in the construction of library facilities,
- ensure that older and improved facilities provide the maximum in function,
- provide ultimately for replacement of all inadequate, timeworn, and unimproved library facilities with modern, efficient and functional buildings to accommodate expanding and developing programs of service.

In order for public libraries to achieve these objectives, they should:

- develop a community–based strategic plan,
- determine what services will be provided,
- obtain a general estimate of the library’s space needs by using the \textit{Library Space Planning Guide},
- evaluate the current space situation—including building code, fire and safety violations, limited accessibility for the people with disabilities, etc.,
- write a building program that seeks to provide the physical facilities necessary to provide the services the library has chosen to offer its community.

The State Library administers the guidelines and sets procedures to insure that requirements connected with the State Public Library Construction Grant Program are followed.

\textbf{Section 2.}

\textbf{DEFINITIONS}

\textit{Acquisition} —means the purchase of a site and/or an existing building suitable for conversion to library purposes.
**Applicant** — The following are authorized to apply for a public library construction grant, unless otherwise provided by General Statutes, town charter, or ordinance:

- municipal library - the applicant must be the municipality
- library association - the applicant must be the library association unless the municipality owns the library building. In that instance the municipality must be the applicant.

**Branch Library** — An auxiliary public library which is part of a library system within a community, administered by a paid librarian, under direction of a head librarian of a main library, and open to the public with a posted schedule.

**Building Committee** — That group of persons or other entity, or agency designated by an applicant’s governing body or designated in accordance with provisions of local charter or ordinance, to be the building committee for a specific building project. Library Board representative members and the library director must be members of the building committee.

**Building Program** — A document written by a librarian or prepared by the librarian with the assistance of the library building consultant and/or building committee prior to the architect’s design work. The building program is normally prepared in order to provide the architect and others a detailed explanation of why the project is being initiated, and what are the benefits the project will provide to the community. For larger projects, area work forms are an important part of the program. Work forms include the square footage for each library service area, relationships of areas to one another, relationships between services and space required, and a list of equipment needed in connection with the project. For Category 2 projects, work forms are not necessary but a full explanation of the project details and its expected benefits is required.

**Category #1 Projects** — Those projects which create additional usable library space, such as new buildings, additions, and expansions, as well as all major alterations (see definition).

**Category #2 Projects** — Those projects which create or improve accessibility for people with disabilities, correct building and fire code violations, remodel to accommodate new technologies, remodel to improve the design of existing space (as long as space impacted is less than one half (1/2) of the existing library building), conserve energy, improve preparedness for emergencies, or other projects as defined by the State Library Board. For public libraries in distressed municipalities, category 2 projects also include maintenance projects (i.e. renovating and repair). More than one type of project may be included in one grant request as long as the percentage devoted to each project can be determined. Category 2 projects do not include major alterations (see definition), any project creating new space, or any remodeling project with a total project cost exceeding $500,000. Any remodeling project of that size is considered a Major Alteration and is considered a Category #1 project. Code compliance, accessibility, energy conservation, emergency preparedness, and maintenance projects may exceed $500,000 in total project cost, though the maximum grant would still be just $250,000.

**Construction** — Includes construction of new buildings; acquisition, expansion, remodeling, and alteration of existing buildings; purchase, lease, and installation of equipment of any such buildings; or
any combination of such activities (including architects’ fees and the cost of acquisition of land). This includes remodeling to meet the requirements of the Americans with Disabilities Act, remodeling designed to ensure safe working environments and to conserve energy, remodeling to accommodate new technologies or to improve the design of existing space, and the purchase of existing historic buildings for conversion to public libraries, or (for distressed municipalities only) maintenance.

**Distressed Municipalities** — Department of Economic and Community Development (DECD) determines the annual list in August of distressed municipalities. For the latest list of distressed municipalities, go to the DECD’s publications web page. A library whose town is on the list as it appears the previous year (e.g. an application made in 2018 uses the 2017 distressed municipalities list), is eligible for distressed municipalities grants.

**Eligible Cost** — That portion of the cost of a public library building project which is eligible for determining the amount of a project grant. The amount of such eligible cost shall be determined in accordance with the provisions of Section 4.

**Equipment** — Includes information and building technologies, video and telecommunications equipment, shelving, furniture, machinery, and any necessary enclosures or structures to house them. Also includes all other items necessary for the functioning of a particular library facility for the provision of library services. Excluded are computers and their peripherals (such as printers) used specifically by staff or for public internet access.

**Fiscal Year** — Refers to the State Fiscal year, the period between July 1 of any calendar year and June 30 of the succeeding calendar year.

**Grantee** — An applicant who has received approval for its project and has received a grant. State grants are approved by the State Library Board and the funds are approved by the State Bond Commission.

**Initiation of a project** — The purchasing of furniture or equipment or the signing of a contract between the library’s governing body and contractor(s) other than the architect, building consultant, or environmental, civil, or geotechnical engineers.

**Librarian** — The individual who administers the library.

**Local matching funds** — Monies received by the grantee from any source, public or private, except the state grant. An applicant may not use an in-kind match as part of its local funds. Local Capital Improvement Program (LoCIP) and Small Town Economic Assistance Grants (STEAP) grants from the State of Connecticut may not be used as local matching funds.

**Maintenance** – Involves repair and renovation projects that seek to restore facility features back to a previous or an acceptable state.
**Major alteration** — Involve significant changes to the structural strength (including changes to load-bearing walls) or floor plans of the existing building or structure, or any project which significantly alters more than one half (1/2) of the interior area of the existing library. This may involve significant code and accessibility compliance, fire hazard remediation, and changes to internal circulation and exits.

**Person Authorized to Submit Application** — The person designated by the municipality or library association in accordance with the provisions of a charter or ordinance to apply for a public library construction grant and to enter into a contract for that grant.

- **For a municipal library** the person authorized to submit the application must be an officer of the municipality, preferably the First Selectman, Mayor, or Town Manager.

- **For library associations that own the library building** the person authorized to submit the application and enter into a contract for the library construction grant must be an officer of the association such as the President or Chairman of the Board. The Library Director may be authorized if the association so chooses.

The governing body of the applicant organization must pass a resolution and the Town Clerk (for a municipality) or the Board Secretary (for a library association that owns the library building) must prepare and sign a certified resolution.

**Professional Estimate** — A cost estimate approved by a licensed architect or engineer.

**Public Library** — A library that serves its residents through its outlet or outlets without charging a borrower’s card fee and which receives its financial support in whole or in part from local tax funds. *(CGS 11-24a)* **Public library** does not include any special purpose library, such as a law, medical, school or academic library, which is organized to serve a special clientele or purpose.

**Remodeling** — Projects involving a facilities improvement and this does not include projects that seek to bring facility features back to a previous or acceptable state (i.e. maintenance projects). Any remodeling project involving more than one half (1/2) of the existing library space is considered a major alteration for the purpose of this program.

**Remodeling for the Integration of New Technology** — May include redoing wiring and/or cabling, computer workstations, or installing a circulation, reference, or children’s desk that will accommodate new technology.

**Renovation** — Involves projects that return part of a facility back to a previous or an acceptable state. (See remodeling for facilities improvement). For the purpose of this grant program, renovating is defined as a type of maintenance project.
Section 3.

AMOUNT AND FREQUENCY OF GRANTS

1. The State share of construction costs of any project assisted under the State Public Library Construction Grant Program equals one-half of the total eligible costs of the project, not to exceed $1,000,000 for Category 1 projects and $250,000 for Category 2 projects. Total project costs may exceed $2,000,000 for Category 1 projects and exceed $500,000 for Category 2 projects, except for Category 2 remodeling projects. Remodeling projects with total project costs above $500,000 are considered Major Alterations, a Category 1 project.

2. There are limits on the number of construction grants that a library can apply for. For individual buildings that are not in distressed municipalities the total of all grants in one five-year period cannot exceed $1,000,000. The five-year period will start from State Bond Commission approval. Public libraries in distressed municipalities may apply every year for the maximum $1,000,000 grant. For public libraries with multiple branches the total of all grants in one year cannot exceed $1,000,000. Libraries are not eligible to apply for construction grants when they already have more than one approved and active grant project.

3. Projects with eligible project expenses totaling less than $60,000 (i.e. with a grant award under $30,000) will not be eligible for funding under this program.

4. For projects of $2,000,000 or less, when a project’s actual cost falls below the amount on which the grant award was based, the grant will be reduced proportionately. Example: total projected cost of a project was $150,000; the library received a state grant for $75,000. During construction, the project cost was reduced to $120,000. The grant was reduced to $60,000 (one half of the total cost of the project).

Section 4.

ELIGIBILITY REQUIREMENTS

1. Notice of Intent Forms and completed Application Forms must be received by the Connecticut State Library on or before dates given on the established Timetable above. Some revisions to the application will be allowed during the month of September.

2. An application for a library construction grant may be submitted on behalf of any public library or branch of a public library in accordance with the definitions of “public library,” “applicant,” “person authorized to submit application,” and “construction,” under Section 2 of these guidelines.

3. Library directors or trustees (if they sign the contract) of Association Libraries that own their buildings must comply with Campaign Contribution and Solicitation Ban. For more information go to Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1.

4. Library Board representative members and the library director must be members of the building committee formed for the project.

5. Projects should be in compliance with:
a) **2013-2018 State Conservation and Development Policies Plan.** (Check with your town planning office, regional planning office or the Office of Policy and Management’s Conservation and Development Policies Plan.)

b) **Connecticut Environmental Policy Act (CEPA).** 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 for Connecticut Environmental Policy Act (CEPA) compliance. Section 22a-1a-3 (a) (4) of the implementing regulations specifies that consideration of environmental significance shall include an evaluation concerning the "disruption or alteration" of a historic, architectural, or archaeological resource or its setting. Affected libraries should contact the State Historic Preservation Office, Department of Economic & Community Development, early in their planning process to make sure they understand SHPO’s requirements.

6. Section 8-23 of the Connecticut General Statutes, as amended by Public Act 15-95, makes any municipality that has not adopted a plan of conservation and development (POCD) within the past ten years ineligible for discretionary state funding unless the OPM Secretary has waived the requirement for the grant. In order for a municipal library to sign a construction grant contract with the State Library, the municipality must have POCD adopted within the past ten years, or they must produce a copy of a waiver from the OPM Secretary specific to the grant project.

7. Eligible project costs include:
   a) Construction of new buildings to be used for public library facilities.
   b) Expansion, remodeling, and alteration as distinguished from maintenance and repair, of existing buildings to be used for public library purposes. This includes projects to improve energy efficiency, maintain code compliance, and comply with the Americans with Disabilities Act. Non-distressed municipalities may not do maintenance projects; however, distressed municipalities may do maintenance projects.
   c) Construction, expansion, remodeling and alteration of the portion of a multipurpose building in which a library is to be housed. Costs relating to those portions of the shared mechanical, meeting room and multipurpose areas which count toward the square footage of the library will also be eligible.
   d) Expenses related to projects designed to help the library respond to emergencies and power outages (e.g. emergency generators).
   e) Bond issue costs, incidental to financing the above costs, including bond advertising, preparation and printing, printing of official statements, and bond execution costs.
   f) Expenses (other than interest and carrying charges on bonds) related to acquiring land on which there is to be new building or expansion of an existing library building, acquiring a building which is to be converted to a library and expanded, if incurred within five fiscal years preceding the fiscal year in which the project was approved by the state agency. Such expenses must constitute actual cost or transfer of public funds in accordance with the usual procedures generally applicable to all state and local agencies and institutions.
   g) Site grading and improvement of land, including demolition related to the project.
   h) Private building consultant, architectural/engineering/inspection expenses, also incidental legal fees incurred prior to and subsequent to site selection. Contracts exceeding $10,000 require proof of a competitive bid process (e.g. public invitation to bid).
i) Costs related to acquiring and installing initial equipment—including all necessary building fixtures, utilities, office furniture, and public library furniture in a public library facility. For CATEGORY #1 projects, cost may not exceed 25% of the total project cost.

j) Rent of the temporary library facility during construction work at an existing building.

k) Distressed municipalities may do parking lots as a separate project.

8. Ineligible project costs include:

a) Any fees, expenses, or services (including contracts for architects, engineers, construction managers) in excess of $10,000 that have not been competitively bid.

b) Library materials (books, periodicals, films, recordings, etc.) and office supplies.

c) Computers and their peripherals (e.g. printers) intended specifically for staff or to be used as public internet computers.

d) Costs for furnishings and equipment in excess of 25% of the total cost of the project (for projects in CATEGORY #1).

e) **Fundraising costs** for private fundraiser, food, decorations, entertainment, signage, printing and postage.

f) Should some portion of the proposed construction be intended for other than library purposes (such as municipal offices, general municipal meeting room, etc.) this space may not be included in computing available square feet of space. Construction costs relating to these non-public-library-use areas are not reimbursable (that is, are not eligible to be used for matching purposes). The application must clearly designate the non-public-library-use areas and the related costs. Reimbursable costs must show a prorated reduction on the basis of the proration. Any shared-space costs submitted for reimbursable purposes must also be documented in detail.

g) Salaries of in-house administration or library staff.

h) Town-wide feasibility studies.

i) Lease of facilities except for rent of temporary library facility during construction work at an existing building.

j) Moving of existing non-library facilities on-site or to another site.

k) Resurfacing or reseeding and off-site town improvements.

l) For public libraries that are not in distressed municipalities: **Maintenance, repair, repainting, redecoration**, repair to moveable equipment and furniture, ordinary repairs to boilers, combustion equipment, or fuel storage equipment, ordinary roof repairs or replacements, ordinary window glass replacements, and other replacements.

m) Non-distressed municipalities: Projects that involve only parking lots (parking lots that are part of a larger construction project are acceptable).

9. Libraries that sign contracts for construction work, equipment, or furniture before the library (the grantee) signs a grant contract with the State Library will become ineligible for grant funds. Any fees or expenses incurred prior to contract signing with the State Library (contracts with architects, engineers, and construction managers) should be competitively bid and the State Library will require proof of a bid process for all such project costs that exceed $10,000. If a library cannot provide such proof, then they should not include the expense in the grant application’s project costs and they should not expect the grant to help cover the expense when the project is completed.
Section 5

APPLICATION PROCEDURES

1. After the State Library develops a timetable and gives notice of the availability of construction grants, public libraries or branch libraries are required to submit a Notice of Intent (to apply for funds) Form before the established deadline. Applicants for projects that applied in a previous fiscal year but were not awarded a grant must also file a Notice of Intent with the Connecticut State Library (CSL).

2. Libraries must determine if the planned project is a Category 1 or Category 2 grant project. See the definitions section above. More than one type of Category 2 project (e.g. remodeling, window replacement) may be bundled together in one application. Applicants are encouraged to contact the CSL staff for assistance prior to submitting a Notice of Intent and the grant application.

3. The application, signed by the authorized person, together with proof and documents cited in Section 7, “Supporting Documents,” is submitted to the State Library on forms according to directions supplied. There are separate application forms for Category 1 and Category 2 projects. The application must be filed with the State Library no later than 4:00 P.M. on the date designated in the Timetable above. The application, if approved, becomes part of the grant contract between the State Library and the applicant.

4. The application includes a Project Narrative Statement (no more than 300 words) to include:
   a. Necessity for project — compelling extenuating circumstances or community needs, justification for funds request, evidence that the proposed project is needed for an area now served by inadequate facilities.
   b. Overview of the actual construction work to be carried out (provide specifics in the “building program” (see section 7).
   c. Results or benefits to the public.
   d. The library services that this building project will allow that are unique to the library or to libraries in general. (Examples: a dynamic teen or children’s space, a maker-space or media lab)
   e. Notable architectural features that will enhance library services.
   f. State the number of staff needed to operate the completed facility
   g. Projected budgetary requirements to assure effective operation and maintenance of the facility for the purposes constructed.
   h. A description of how library staff contributed to the plans for the project. Only those Category 1 and Category 2 (remodeling) projects that show significant library staff involvement in the planning of the project will be considered for a grant.

5. State Library staff reviews applications and communicates deficiencies to applicants. Applicants then must submit revised or additional information within 15 days of notice of deficiencies. Applications not complete by October 1 will not be considered further.

6. State Library staff recommends grant awards to the State Librarian for consideration by the State Library Board. The recommended allocation of available grant funds is determined by the method described in section 6.
7. State Library staff evaluates completed applications to determine qualified applications. Unqualified Category 1 applications are those that fail to score enough points in the allocation rating system to be considered further, or those which have one or more specific problems, such as an insufficient building program, poorly-conceived floor plans, inadequate plans for staff coverage of new space, critical spaces missing from plans, inadequate provisions for accessibility, or otherwise fail to provide a convincing case that the project will result in specific measurable improvements in services to the community.

8. Each applicant with a completed application will receive notice in October of the qualified or unqualified status of the application. An applicant with a qualified Category 1 application will also receive the application score.

9. Each applicant may appeal the application evaluation by submitting a written request for reconsideration to the State Librarian before November 1. The State Librarian may choose to reverse the decision or refer the matter to the State Library Board at its next meeting.

10. The State Library Board awards State Public Library Construction grants.

11. State grants awarded by the State Library Board are contingent upon approval for the bond funding of the grant by the State Bond Commission. This occurs after local matching funds are in place. In recent years no grant awarded by the State Library has had its bond funding rejected by the Bond Commission, but sometimes there can be a delay in the time it takes to obtain the approval.

12. After Bond Commission funding approval the Commission on Human Rights and Opportunities will contact all grantees whose grants exceed $50,000 in order to ensure that the library’s project and its contractors comply with state and federal law regarding equal opportunity, affirmative action and contract compliance laws.

Section 6.

METHOD OF ALLOCATION

Funding for Public Library Construction Grants is divided into two categories. Category # 1 is 80% of the total State Public Library Construction grant monies. If these funds are not allocated in this category, the money can be reassigned to Category 2. For definitions of these categories and other terms used in this section, please refer to Section 2 above. Actual grants awarded will depend on the type and amount of bond funds available.

Priority in awarding library construction grants is as follows:

- Applications approved and considered for a construction grant from public libraries in distressed municipalities generally should be given priority over all other approved applications except in cases where the available bond funds are earmarked only for libraries in non-distressed municipalities.
- Applications approved and considered for a construction grant from principal public libraries will always have priority over those approved applications from non-principal public libraries except when available bond funds are earmarked only for libraries in distressed municipalities. In these cases neither principal public libraries nor non-principal libraries in non-distressed municipalities would be eligible to apply.
• Further priority order will be determined using the scoring systems described below.

**Category #1 Applications**

1. Complete applications are given priority based on the point system described in this section.
2. Only applications receiving at least a minimum number of points scored (as designated in the application form) will be approved and considered for a construction grant.
3. The State Library reserves the right to reject any application, despite a score above the minimum required, if there are serious deficiencies with the application or with the library’s project plans.

**LIBRARY SPACE PLANNING GUIDE WORKSHEET**

Libraries must complete this worksheet (see Appendix C). 1 POINT awarded if the projected square feet of the project is more than the square feet needed per the Worksheet.

**SQUARE FEET PER CAPITA**

Determine this by using a projected town/city population for 2035 and the proposed total square feet of the library. 2 POINTS are awarded if the square feet of the current facility is below these minimum benchmarks:

1.60 Square feet per capita – Library Serving Projected Population under 10,000
1.50 Square feet per capita – Library Serving Projected Population 10,000 to 20,000
1.35 Square feet per capita – Library Serving Projected Population 20,000 to 50,000
1.15 Square feet per capita – Library Serving Projected Population over 50,000

2 ADDITIONAL POINTS are awarded if the square feet of the current facility is below the minimum benchmark, and the proposed square feet for the expanded facility is above the benchmark.

The source for the population projections for the grant application is the Connecticut State Data Center at the University of Connecticut. Go to its [Projections web page](#) for the year 2035 to get the latest projections for your municipality.

In determining library space in the proposed building, include total square feet available for public library purposes, including outer walls. This includes areas that provide for mechanical equipment and maintenance requirements. In calculating square feet, only those areas may be included which have heat, light, and ventilation commensurate with their purposes. In a multi- purpose building that contains a library, space shared with another town agency for multi-purpose or meeting room use counts toward the square feet, provided that during at least 50% of the library’s open hours, the room(s) is/are available for library-sponsored and library-related activities and that there are policies regarding the availability of shared multi-purpose and meeting room space. The percentage of such space that counts toward the square feet of the library must match the percentage of time it is available for library purposes during the library’s open hours.
In a facility containing the library and another town agency, the ratio of library space to total building space determines what portion of the total mechanical space counts toward the square feet of the library.

For projects involving a main library where branches also exist, the library may add the main library square feet to the total square feet of branch libraries to determine their overall square feet total. For a branch or non-principal library the square feet reported and recommended will depend only on the percentage of the town/city’s population served by that branch or non-principal library. Census tracts, taxing district, or some other demarcated area should support this percent. In establishing the projected population to be used, take the percent of the town’s population served and multiply it by the town’s projected population.

The following is an example:
- Town’s projected population in the year 2035........100,000
- Percentage of town’s population served by Branch (30%)........x .30
- Population projection: 30,000

If the projected square feet fails to reach the benchmark above, 1 or 2 POINTS can be awarded if the applicant provides a convincing case for why the project deserves a grant award despite an apparent limit to the project’s scope. Possible cases might be when the applicant plans proposes a drastic increase in square feet compared to the current facility, the applicant plans to expand the facility in phases, the applicant has an opportunity to expand into an adjacent structure, or when the applicant has a specific problem (e.g. lack of a meeting room) that a limited project will solve immediately. Applicants must explain how the current project still allows for further facility expansion in the future.

- AENGLC RANK (wealth ranking)
  Where does the applicant’s town rank, among all towns in the state (from most capable to least capable), as to ability to pay? This is determined by the rank order of the most recent AENGLC (Adjusted Equalized Net Grand List per Capita).

<table>
<thead>
<tr>
<th>AENGLC RANK</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>127–169</td>
<td>4</td>
</tr>
<tr>
<td>85–126</td>
<td>3</td>
</tr>
<tr>
<td>43–84</td>
<td>2</td>
</tr>
<tr>
<td>1–42</td>
<td>1</td>
</tr>
</tbody>
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- LIBRARY HOURS OPEN
  Libraries that meet the minimum number of days and hours of service as shown in the table below will receive 1 POINT. A new public library where one did not exist previously or existing facilities that do not meet the minimum hours below can receive the extra point if the governing body
agrees to open the minimum hours listed below when the new, expanded, or remodeled building is opened. These are weekly hours open on a 9 month basis:

<table>
<thead>
<tr>
<th>POPULATION</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 5,000</td>
<td>5 days/30 hrs.</td>
</tr>
<tr>
<td>5,000–10,000</td>
<td>5 days/45 hrs.</td>
</tr>
<tr>
<td>10,000–25,000</td>
<td>5 days/56 hrs.</td>
</tr>
<tr>
<td>25,000+</td>
<td>5 days/64 hrs.</td>
</tr>
</tbody>
</table>

- **ACCESSIBILITY FOR PEOPLE WITH DISABILITIES**
  A library that has substantial areas of its current building which are not structurally accessible now but will be completely structurally accessible to all services upon project completion will receive **3 POINTS**. (A new public library entity where one did not exist previously will not receive any points.)

- **SERVICE AREA**
  Projects for main library (rather than a branch library) will receive **2 POINTS**.

- **NET EFFECTIVE AGE OF BUILDING**
  Each public library facility is assigned a numerical rating (from 0 to 5) based on its age.

<table>
<thead>
<tr>
<th>Net Effective Age of Building</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 years or more</td>
<td>5</td>
</tr>
<tr>
<td>40–49 years</td>
<td>4</td>
</tr>
<tr>
<td>30–39 years</td>
<td>3</td>
</tr>
<tr>
<td>20–29 years</td>
<td>2</td>
</tr>
<tr>
<td>10–19 years</td>
<td>1</td>
</tr>
<tr>
<td>less than 10 years</td>
<td>0</td>
</tr>
</tbody>
</table>

The net effective age of existing public library facilities is based on the effective age of each square foot of floor space of such facilities in accordance with the computations and formulae shown in Appendix B. A new public library entity where one did not exist previously will receive 5 points. See Appendix B for Net Effective Age Formula with examples.

- **ENVIRONMENTAL DESIGN**
  Projects with total project costs under $10 million that meet **Leadership in Energy and Environmental Design’s (LEED)** silver level or higher will receive **2 POINTS**.

Projects with total project costs over $10 million dollars do not receive any points. Nevertheless, these projects are required to meet LEED certification at least at the silver level. Architects will furnish a letter in the supporting documents section that states the library design intends to meet LEED silver level or higher.

- **BOOKS PER SQUARE FOOT**
An application will receive **1 POINT** if the number of book volumes per square feet in the proposed building as a whole is less than 4.

- **PROJECT NARRATIVE STATEMENT**
  Libraries that make an especially compelling argument for funding this project receive **1, 2 or 3 POINTS**. See the Project Narrative description in Section 5 for more information on what should be included in the statement. Projects do not usually receive these points unless there is something unique about the project or the circumstances surrounding it.

**Category #2 Applications**
Category #2 is 20% of the total State Public Library Construction grant monies. If these funds are not allocated in this category, the money will be reassigned to Category #1. The State Library reserves the right to reject any application if there are serious deficiencies with the application or with the library’s project plans.

**Priority by Type of Project, Non-Distressed municipalities:**
1. Create access that complies with the Americans with Disabilities Act.
2. Correct building or fire code violations and remodel to ensure a safe working environment. This could include the removal of asbestos and other environmentally hazardous materials.
3. Improve the library’s preparedness for emergencies and power outages (e.g. emergency generators).
4. Remodel to accommodate new technologies, or to improve the design of existing space.
5. Conserve energy.

**Priority by Type of Project, Distressed municipalities:**
1. Create access that complies with the Americans with Disabilities Act.
2. Correct building or fire code violations and remodel to ensure a safe working environment. This could include the removal of asbestos and other environmentally hazardous materials.
3. Improve the library’s preparedness for emergencies and power outages (e.g. emergency generators).
4. Maintenance and other projects such as
   a) Emergency generator required for code items
   b) Flooring replacement i.e. carpet, tiles
   c) Graffiti prevention treatments
   d) Green roofing systems
   e) Insulation
   f) Painting and plastering
   g) Plumbing conservation retrofits
   h) Repairs: roof and outer walls including gutters, exterior cladding, HVAC, etc.
   i) Security system (building) - installation only
   j) Parking lots
5. Remodel to accommodate new technologies or to improve the design of existing space.
6. Conserve energy.
When projects involve multiple types of projects (e.g. accessibility, code compliance, and remodeling all in one project application), the State Library will use a weighting system based on the priority listings described above in order to determine the overall priority value of the project.

**FURTHER CONSIDERATIONS**

**Category # 1 and # 2 projects**
1. A library with incomplete or unqualified grant applications will have an opportunity to improve its grant application and to resubmit in the next grant cycle. Library staff will assist applicants in improving their applications.
2. Libraries with qualified grant applications that are not awarded a grant due to insufficient availability of state funding will, on the written request of the library, be considered for a grant award in the next grant cycle. The library involved must certify in writing, before the application deadline, that the project plans have not changed significantly. The grant application would then retain its original qualified status and evaluation (with the score adjusted according to meet new application requirements). Note that the State Library may require updated “supporting documents.” Alternatively, the library may submit a new grant application in the next grant cycle. This allows the library an opportunity to improve its project and its application.
3. **Emergency construction.** Any library having suffered major damage from fire, flood, etc. and needing emergency construction will be placed in Category #1 and placed at top priority above all other projects.
4. **Consolidation.** Any project that results in consolidation of non-principal and principal public libraries will be given an extra 2 POINTS.

**If there is a tie in Category # 1 and #2:**
In the case of a tie among two or more applicants in either Category #1 or #2, the applicants will be ranked by their AENGLC numbers with the applicant from the least wealthy town being ranked first (the highest numerical AENGLC number).

**Section 7.**

**SUPPORTING DOCUMENTS IN THE APPLICATION**

All applicants must submit the following supporting material with the application form.

**CATEGORY 1 & 2 APPLICANTS**

Submit the following supporting documents:

1. **Governing Body’s Certification of Application** (see form provided with application)
2. **Certification** by Town Clerk or Association Secretary of a resolution or ordinance by the applicant’s governing body authorizing submission of the application and (if an Association Library) authorizing a position (e.g. Mayor, First Selectman, Library Director, Board Chair) to execute a contract with the
Connecticut State Library for a State Public Library Construction grant. See Appendix D for examples.

3. A timeline that describes all the major activities in connection with the project, including securing local matching funds (start of fund raising, bond referendum, etc.), public hearings, hiring of the architect, hiring of builder, start of construction, completion of project. Timeline must be in chronological order and signed by the person authorized to submit the application.

4. Proof that the applicant holds legal title to the site on which the building will be constructed, such as a copy of the deed. If the applicant does not hold legal title to the site on which the building will be constructed, proof must be submitted of unconditional use of the site for the life of the building or 10 years, whichever is greater. If acquiring the land, an option to purchase must be included.

5. When property acquisition is part of the grant project, copies of appraisals are required. When property to be acquired is valued at less than $100,000, one independent appraisal will be submitted to the State Library. For property valued at $100,000 or more, two independent appraisals will be submitted to the State Library.

6. For adding to or remodeling existing buildings:
   a. Certification, by a Connecticut-licensed engineer, that the original building is structurally sound. The structural analysis must include a statement that the bookstacks meet the 150 pounds per square foot load bearing as stated in the building code. If the structural engineering evaluation cannot include the statement that the bookstacks meet the 150 pounds per square foot load bearing as stated in the building code because of the building’s physical restrictions, the live loading, including any stack or display, shall be limited to the historical loading for that room or space. Therefore, you cannot add any additional live load to this area. Remodeling projects that do not alter the historical load bearing for the space involved will not require the structural analysis. Examples of items that especially affect load bearing are bookstacks and file cabinets. Other Category 2 projects (e.g. energy conservation) that do not alter the historical load bearing for that space also will not require the structural analysis.
   b. Evaluation of the entire existing building for any fire or safety hazards by a Connecticut-licensed engineer, licensed building official, or Connecticut-licensed architect. Applicants that are applying for new buildings or for projects that involve work outside the building only do not need to prepare this document.

7. Certification by the architect or fire marshall that the book return is or will be fireproof. If book return is in a separate room inside a building, the room must be one-hour fire rated (two-hour rating is recommended) and returns should have fire-extinguishing protection or a sprinkler system and smoke detectors tied into the alarm system of the building. Preferably, the alarm system should have off-site monitoring. Libraries with a book return outside the library facility, well away from the building, do not need a certification but must replace the certification with a signed note indicating that the book return has an exterior location.

8. Certification by the architect or engineer that the planned project facilities will be designed to make them accessible and usable by people with disabilities (CGS, Section 29-269, American National Standard Institute Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People [ANSI A117.1–1980], and the Americans With Disabilities Act.)

9. For an applicant with total project cost over $10 million and for an applicant deciding to comply with Leadership in Energy and Environmental Design (LEED), certification by the architect that its library
design intends to meet at least LEED silver level. LEED certification must be sent in with final payment request.

10. **Reasonable assurance**, provided in writing and signed by the person authorized to submit the application that, if awarded a construction grant, the grantee will have local matching funds in place within 3 years of grant approval date if the grant is for a Category 1 grant or within one year for a Category 2 grant, and the grantee will initiate the project within 18 months following State Bond Commission approval of the grant award.

11. List of **equipment** to be purchased in connection with the construction project. See definition of “equipment” in section 2. Do not include equipment ineligible as a project cost such as staff and public internet computers.

12. **Plans**, including the following:
   a. Schematic or preliminary drawings prepared by a Connecticut-licensed architect with furniture layout (1/8" = 1 ft., or larger) for all areas affected by the project. All furniture, equipment, and shelving height should be labeled. Square footage of each area listed in the building program, such as circulation, reference, and children’s area, should be indicated on the floor plans as well as the total square feet of the library. Drawings not required for building/ fire code, energy-conservation, or most emergency preparedness projects.
   b. For any project affecting the building grounds, a site plan prepared by a Connecticut-licensed architect with parking, grading, building location, and designation of utilities (1" = 40 ft., or larger).

13. For municipal libraries, a letter indicating whether the municipality’s plan of conservation and development (POCD) has been adopted in the last 10 years as required under CGS Section 8-23(a). The letter should also include a statement that the municipality will comply with the POCD requirements of Public Act 15-95 before a construction grant contract is signed with the State Library.

**CATEGORY #1 only**

14. A statement by the Library Director certifying that the library has a **strategic plan** that is current and approved by its library board. The library board must review the strategic plan in the same calendar year that the State Library receives the application for the State Public Library Construction Grant. Required elements in a strategic plan:
   a. Library’s vision and mission statements
   b. Goals and measurable objectives
   c. A technology plan (can be a separate document)

15. A **written building program** prepared by a building committee and the librarian, usually with the assistance of a library building consultant, and accepted by the governing body of the library prior to the architect’s design work. The building program will be in keeping with the library’s service program. It will provide facilities adequate for implementation of the library’s service programs. An experienced library/building consultant, acquainted with library administrative and operating methods, may be retained in the early stages of planning in order to provide a written program for the architect prior to design. The building program should include:
   b. Existing and projected services.
c. Completed “Library Area Work Forms” for each area in the library. The Library Space Planning Guide could be used to help determine square feet needed for each area.
   i. Name of each area, such as circulation, reference, children’s/adult fiction, and media.
   ii. Required area, in square feet.
   iii. Description of the activities which take place in the particular area.
   iv. Number of occupants to be accommodated (users and staff) at one time and total daily use in the area.
   v. Architectural features (environmental and aesthetic considerations and special requirements of each space).
   vi. Lists of movable furniture, equipment, and built-in furniture and equipment.
   vii. Number of books, non-book materials, seats, tables, carrels, and lounge and staff chairs found in this area.
   viii. Proximity and distance of each area from other areas.

d. C-car pickup will be included in the building program. The pickup area should have waist-high storage of materials, hand-truck accessibility, enough area to handle the necessary bins and it must be as conveniently close to the entrance as possible.

e. Optional information which the library may wish to include such as bubble diagrams, an evaluation of the current facility, review of site requirements, and community analysis.

CATEGORY #2 only (building program and project description)

16. The building program and project description should cover only the specific area being dealt with, but should describe the project and the final outcome completely. For example, an accessibility application will cover just the areas being made accessible, such as the front door, elevator, or bathrooms. Be very clear about what the project entails, what work will be done, and what steps will be necessary to complete the project. If your project actually involves several different projects, be sure to include a budget breakdown (expected expenditures) for each project. This project description information should supplement the application’s project narrative and budget by providing information on the specific steps to be taken to meet the goals identified in the narrative.

17. If the area involves the C-car pickup, follow the requirements as stated for Category #1 projects.

Section 8.

GRANT ADMINISTRATION PROCEDURES

1. If the applicant/grantee is unable to meet any of the grant requirements, the grantee will notify the State Library immediately in writing and will forfeit the grant funds so that they will be available for other libraries.

2. If new officials are elected or appointed to the body named as “applicant,” the applicant will immediately inform the State Library of this fact in writing and reaffirm the body’s commitment to the building project.
3. Acts which authorize bond funds for public library construction grants may require the state to acquire a **lien on the property** when the grant is made to any entity which is **not a unit, agency or department of a local government and the building and the land are not owned by the municipality**. The lien shall terminate 10 years from the date of the grant award, provided that the facility has been used as a public library for the life of the lien. If the facility ceases to be so used at any time prior to ten years from the date of the grant, the lien will not terminate for association libraries, and the grantee (municipal or association) will be required to reimburse the State Library on a prorated basis for every year less than ten (10) that the facility was not used as a public library.

4. 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 Project Notification Form (available on website) should be filled out and submitted hard copy, with color photographs and a property card, to the following address: State Historic Preservation Office, Department of Economic & Community Development, 1 Constitution Plaza, 2nd floor, Hartford, CT 06103. SHPO approval must be obtained before requesting approval of funding from the State Bond Commission.

5. **Local matching funds** are required before the State Library may submit the grant to the State Bond Commission for approval. These local matching funds must be in place within three years of the State Library Board’s approval of the Category 1 grant application, or one year of the State Library Board’s approval of the Category 2 grant application. Otherwise the grant award will be forfeit. In cases where a grantee has nearly reached its local funding goal as the deadline approaches, the State Library Board will consider a request by the grantee for a one-year extension of this deadline.

6. **Local matching funds** for library building projects used to match the state grant may be acquired by appropriation, sale of bonds by the municipality, or gift monies from any source, including federal or state funds unless the other program prohibits it such as Local Improvement Program (LoCIP) funds. Also, the State of Connecticut’s Small Town Economic Assistance Program (STEAP) may not be used as matching funds, though it can be part of the overall funding of the project. No more than 30% of the local matching funds can be from pledges. A grantee may not use an in-kind match as part of its local funds.

7. **Upon State Bond Commission approval, a grant contract will be executed between the State Library and the grantee**, provided sufficient local matching funds to finance the project have been secured. **The grantee** will submit a signed contract and Notice of Applicant’s Funding and the grantee **cannot purchase furniture or equipment or start construction** (sign a contract for construction work) **until the signed copy of the contract is returned to them from the State Library**. If the grantee signs with a contractor or purchases furniture or equipment before receiving the signed contract, the grant will be forfeit.

8. Should a municipality’s plan of conservation and development (POCD) expire before the municipality is ready to sign a construction grant contract, the contract cannot be signed until a new POCD is adopted or a copy of a waiver letter from the OPM Secretary has been submitted to the State Library.

9. **The Connecticut State Library reserves the right to terminate the project grant for failure of the grantee to comply with the provisions of the grant award contract.**
10. **The grantee agrees:** (1) to comply with state statutes, executive orders, regulations and requirements as they relate to the application, acceptance, and use of state funds for the project. For grants exceeding $50,000, this includes, but is not limited to, successfully meeting all requirements mandated by the Commission on Human Rights and Opportunities. And (2) to abide by the rules on construction of a public works project as established by the local municipality. It is the grantee’s responsibility to provide adequate architectural and engineering supervision to insure that the completed work conforms to all approved plans and specifications.

11. **Any fees or expenses incurred or contracts signed prior to grant contract signing** with the State Library (such as pre-construction fees from architects, building consultants, engineers, construction managers) **should be competitively bid** and the State Library will require proof of a bid process for all such project costs or contracts that exceed $10,000.

12. Public library projects required or electing to have Leadership in Energy and Environmental Design (LEED) ([http://www.usgbc.org/leed](http://www.usgbc.org/leed)) certification at the silver level must send the certification with the final payment request. If LEED certification is not included, 30% of the final payment will be forfeit.

13. **For all Category 1 projects, a Connecticut-licensed architect must prepare schematic drawings.** Final plans and specifications must be prepared by a Connecticut-licensed architect in accordance with the plans and building program previously filed for the project and any changes thereto suggested by the Connecticut State Library. The State Library may ask that final floor plans and a site plan be submitted to the State Library for approval before finalization of local bidding procedures. The architect who prepares the final drawings will verify to the municipality to the best of his or her professional opinion that the project was completed in accordance with the approved construction documents, including approved change orders. Final plans must be made readily available to the public.

14. All **construction contracts** (including equipment and furniture procurement over $10,000) will be awarded to the lowest responsible and **qualified bidder** for projects **under $500,000** 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 any construction, alteration, remodeling, repair or demolition of any public building, for 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. 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 Procurement Contracting (municipalities only). If, following advertisement, a change is made to the specification, the amended specifications must be re-advertised or an addendum provided.
   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 equipment or furniture purchased. Use the DAS State Contracting Portal (i.e. under state contract) to find relevant contracts.

15. The following information is required in Invitation to Bid advertisements and MUST be reflected in eventual specifications for the project:
   a. Performance bond covering 100% of the contract price is required for contracts over $100,000 (C.G.S. 49-41).
   b. The Town or Library is an Affirmative Action, Equal Opportunity Employer.
   c. Project is paid for in part by State funds provided by the Connecticut State Library.
   d. Contractors must comply with State Prevailing Fair Wage Provisions (for new construction projects over $1,000,000 and remodel/repair projects over $100,000 – C.G.S. 31-53(g)). See more information below.
   e. Contractor must comply with DAS Contractor Prequalification requirements, if applicable (i.e. over $500K).

16. The lowest qualified construction bidder who is selected to do the project must provide a performance bond for contracts over $100,000.

17. Within 30 days of signing a contract with a contractor (builder), grantee must complete the Notice of Contract Award form and provide the following items to the State Library:
   a. A copy of the actual public invitation for bid (pre-approved by the State Library) as advertised in a local newspaper or State Contracting Portal.
   b. A tabulation of bids received showing the bid accepted. The architect usually prepares this (on a standard A-1 form) for the owner.
   c. 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.
   d. 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.
   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

18. The use of “General Conditions of the Contract for Construction” (AIA Document A201-2007) is an acceptable contracting procedure for the grants program.

19. 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 rehabilitation, remodeling, refinishing, refurbishing, 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 (CGS 31–53g). All contracts must confirm that contractors and the subcontractors are Affirmative Action/Equal Opportunity Employers.

20. 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.

21. The deadline for initiating construction must not exceed 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 request for an extension, not to exceed one year. If additional time is needed, only one more on-year extension will be considered.

22. All project changes that alter the use of space, functional layout, or the cost 10% or more will be submitted to the State Library for prior approval.

a. The grantee must detail the changes requested, with support of appropriate information and documentation.

b. All project changes made by the grantee must adhere to both State Library guidelines and the best practices of library service to the community as determined by the Board and staff of the library.

c. Guidelines for approval:

i. The primary goals in the original project plan must still be met by the new plan. The primary goals are those that promise enhanced library services.

ii. Changes that reduce the total project cost by more than 25% from the original estimate are not likely to be approved.

iii. Project changes that make it easier to expand library space and library services in the future are more likely to be approved.

d. The change must be authorized and signed by the State Librarian, acting for the State Library Board. 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 from the original grant application.

e. A grantee who fails to obtain approval for changes made to its grant project may re-apply in another grant cycle.

23. The grantee will notify the State Library of any addenda or change orders 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 under $100,000; and $20,000 for projects over $100,000.

24. On-site construction inspections by the State Library staff may occur during the construction phase and/or upon completion of the project. The grantee and building contractor must facilitate such access and inspection.
25. All grants shall be paid to the town, city, library or borough of the grantee or the local governing authority.

26. In general, the grant shall be paid to the grantee in installments as shown below, but only upon receipt of satisfactory evidence of completion of each phase. Architect’s certification (Application and Certificate for Payment AIA Document G702 and G703) is satisfactory evidence, as well as various proof of project expenditures (e.g. invoices, etc.). Payments will be requested on the forms prescribed by the Connecticut State Library. Grantees may combine payment requests if they so wish. Payment Schedule:
   a. **50% of the total grant** will be paid upon certification that 50% of the total cost of the project has been completed.
   b. 40% more of the total grant will be paid upon certification that 75% of the total cost of the project has been completed.
   c. **The final 10%** of the total grant will be paid upon certification that 100% of the total cost of the project has been completed in accordance with the terms of the grant agreement between the grantee and the state. In the case where there may be a significant delay in certifying 100% completion, a library may be eligible for its last payment when they have a certificate of occupancy for the entire effected library space and it can prove it has incurred costs that are at least double the grant award.

27. The grantee will maintain an accounting system to provide a complete record of the use of all funds connected with the grant. This accounting system will provide for:
   a. Records that identify adequately the sources and application of funds for all activities related to the grant. In the absence of a proper accounting system with accounts for sources and application of funds, a separate checking account may be used.
   b. Effective control over and accountability for all funds, property, and other assets.
   c. Comparison of actual outlays with amounts in budget.
   d. Procedures to minimize the time elapsing between the transfer of funds from the State Library and disbursement by the applicant.
   e. Accounting records that are supported by source documentation; for example: invoices, bills, canceled checks.
   f. Examinations, audits, or internal audits in accordance with generally accepted audit standards.

28. Accounts and supporting documents of the local agency will be adequate to permit an accurate and expeditious single audit. All expenditures claimed for State financial participation will be audited by an independent certified public accountant. Such audits will be in accordance with generally accepted auditing standards. A State Single Audit (see Audits of Local Governments and Non-Profit Agencies) must be filed by all organizations and municipalities receiving more than $300,000 of state funds in one fiscal year. As noted in this link, a paper copy goes to Office of Policy and Management and an electronic copy is filed on the Electronic Audit Reporting System.

29. Financial records, supporting documents, statistical records, and all other records pertaining to the project shall be maintained for ten years after receipt of final payment from the state. The grantee will be legally responsible to remain in that building for 10 years. See contract language for more information.
30. If any litigation, claim, or audit is started before the expiration of the ten-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. The grantee will make all grant expenditure records available to the Connecticut State Library or any duly authorized representatives of the state government for inspection at a reasonable time for the purpose of making audits, examinations, excerpts, and transcripts. Said grantee records include copies of reports, books, and related documentation.

32. When issuing statements, press releases, bid solicitations, announcements of contract awards under the project, other documents or announcements describing this project, and dedication material, the grantee agrees to state clearly the dollar amount of the state bond funds available for the project and the source (Connecticut State Library) of the funds.

33. A sign must be displayed at the site during construction for all projects until after dedication/reopening that receive a State Public Library Construction Grant of $500,000 or more. The size of the sign is indicated below, however the sign size can be reduced to 4’ x 4’ if there is no property on which to display the sign. In this instance the sign must be in a location facing the street for visibility. See Appendix A below for sign requirements.

34. If specifications call for a plaque in the completed building indicating the date of completion and sources of funds, the plaque will include a statement that state bond funds were awarded by the Connecticut State Library.

Section 9.

Grant Contract Language

The grantee will be required to sign a contract with State Library before signing with a building contractor or purchasing equipment or furniture. Find below the current contract template being used for municipal libraries. Association libraries can expect a lengthier contract document. Please read and refer to the contract when determining your legal obligations regarding construction grants.

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 ______________ (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 $_______ (hereinafter “Grant Funds”) for __________________ project at the _________ 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 _________ project provided that sufficient local funds are approved and available to complete the entire project in accordance with said plans, specifications, and schedule or as hereafter changed with the approval of the State Library.

3. For projects that involve construction 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 $4,000 for projects under $50,000, $10,000 for projects between $50,000 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 A, 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, etc. 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, libraries may be eligible for their last payment when they have a certificate of occupancy for the entire affected library space and they can prove they have incurred costs that are at least ________ their 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 ____________ 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 regulations thereunder, the State Grant Programs for Public Library Construction Timetable and Guidelines and the regulations thereunder, including the anti-discrimination requirements (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 a 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 contractors 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 seventy (70) days after project completion.

10. The Contractor shall not sign a contract with a building contractor, 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 this contract has been approved by the Attorney General.

11. The building contractor 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.

(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 or 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 confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
(c) 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.
(d) 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 contributed to the Acts giving rise to the claims.
(e) 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the State Library prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State Library. 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.
(f) 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 ________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 or until the building outlives its usefulness. 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 or until the building outlives its usefulness, 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 all State Library all records. 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 Plants, 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, 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.
   (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) All audits and inspections shall be at the State’s expense.
   (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 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 ________________. Minutes of that meeting which are attached hereto as Attachment A and expressly made a part hereof.
Appendix A: SIGN REQUIREMENTS

CONNECTICUT STATE LIBRARY PROJECT SIGN
(For projects with grant awards of $500,000 or more)
Governor’s name will need to be changed on January 9, 2019.

(INSERT NAME OF THE PROJECT)

Funded in part with a grant from the

STATE OF CONNECTICUT
DANIEL P. MALLOY, GOVERNOR

Connecticut State Library
Kendall F. Wiggin, State Librarian
Mary Etter, Chair, Connecticut State Library Board

(Insert Name of Town/City)
(Insert Name of Chief Elected Official and Title)

(Insert Name of Architect) (Insert Name of General Contractor or Construction Manager)

DIMENSIONS: 8’ wide, 4’ high

SIGN PANEL: ¾” MDO-EXT-APA plywood or approved equal supported with (2) 4 x 4 treated wood columns and secured 4’ into grade. Top of sign at 8’-0” above grade.

COLORS: All letters and symbols are to be royal blue. The background will be white enamel. Back of plywood and support structure shall be painted matte black.

TYPEFACE: Helvetica Medium

STATE SEAL: Can be provided by the Connecticut State Library in digital form.

LOCATION: Sign must be located to be clearly visible to the public.

TIMING: Install at the start of construction and remove at construction completion.
Appendix B: NET EFFECTIVE AGE FORMULA

A) \( a \times b = T_1 \) _______
   “\( a \)” represents the square footage of floor space for each portion of a library building or addition which has not experienced major alteration.
   “\( b \)” represents the age in years of the original library building or addition.

B) \( c \times d \times e = T_2 \) _______
   “\( c \)” represents the square footage of floor space for each portion of a library building or addition which has experienced major alteration.
   “\( d \)” represents the percentage of the total area of the library building equal to the altered portion.
   “\( e \)” represents the age in years of each such portion from the date of such major alteration.

C) \( c \times (1.00 - d) \times b = T_3 \) _______
   For each such portion used in the computations under (B) above, multiply “\( c \)” by \( (1.00 - d) \) by “\( b \)”, and total the resulting figures.

D) Add together the totals computed under (A), (B) and (C) _______

E) Compute the total square feet of floor space of the existing library facilities by adding together all the figures used to represent “\( a \)” and “\( c \)”.

F) \( \frac{T_1 + T_2 + T_3}{a + c} \) = effective age
   The net effective age of the existing library facilities is the figure determined by dividing the total determined under (D) by the total determined under (E), above.

EXAMPLES

Example #1

3451 square feet built in 1925 (not altered in 1990 project)
3411 square feet addition built in 1990

(A) \( a \times b = T_1 \) 
   \( 3451 \times 85 = 293,335 \) \( 3411 \times 20 = 68,220 \)
   \( T_1 = 361,555 \)

(B) \( c \times d \times e = T_2 \) 
   n/a

(C) \( c \times (1.00 - d) \times b = T_3 \) 
   n/a

(D) Add totals computed under (A), (B) and (C) 361,555
Example #2

5,449 square feet built in 1964, renovated in 2000
10,000 square feet added in 1994, renovated in 2000
7,000 square feet added in 2000

22,449

(A) \( a \times b = T_1 \)
7,000 square feet x 10 = 70,000

(B) \( c \times d \times e = T_2 \)
5,449 x .24 x 10 = 13,078
10,000 x .45 x 10 = 45,000.00
\( T_2 = 58,078 \)

(C) \( c \times (1.00-d) \times b = T_3 \)
5,449 (1.00-.24) x 46 = 5,449(.76) x 46 = 190,497
10,000(1.00-.45) x 16 = 10,000(.55) x 16 = 88,000
\( T_3 = 278,497 \)

(D) \( T_1 + T_2 + T_3 = \)
70,000
+58,078
+278,497
= 406,575

(E) \( a + c = 22,449 \)

(F) \( T_1 + T_2 + T_3 / a + c \)
406,575 / 22,449

EFFECTIVE AGE = 18.1 years

Appendix C: Library Space Planning Guide and Worksheet

“Library Space Planning Guide” and its accompanying Worksheet was published in 2014 by the Connecticut State Library. It is a separate publication available at the Division of Library Development’s web-site or upon request. The “Guide” is considered an addendum to this Timetable and Guidelines publication and is designed to assist libraries in establishing space needs before planning the projects which are the object of this grant program.
Appendix D: Examples of Certified Resolutions

Certification of a Resolution – for Construction Grant Application – Example for Municipal Library

Example of a Town Clerk’s certification of a resolution or ordinance made by the applicant’s governing body authorizing submission of the application:

I, Tom Smith, Town Clerk, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Selectmen of the Town of Podunk duly held and convened on June 5, 2012, at which a constituted quorum of the Board of Selectmen was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED, that the Town Selectman, Robert Smith, is empowered to apply for a State Public Library Construction Grant.

IN WITNESS THEREOF, the undersigned has affixed his signature and the corporate seal of the Town of Podunk this 28th day of August, 2012.

[name printed, signature with corporate seal]  [if you don’t have a seal remove “and the corporate seal” and type “Lacks Seal” by the signature]

Certification of a Resolution – for Construction Grant Application – Example for an Association Library

Example of a Board Secretary’s certification of a resolution or ordinance made by the applicant’s governing body authorizing submission of the application and authorizing a position to execute a contract with the Connecticut State Library for a State Public Library Construction grant:

I, Tom Smith, Board Secretary, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Podunk Library Association, Inc. duly held and convened on June 5, 2012, at which a constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED, that the Library Director, Robert Smith, is empowered to apply for a State Public Library Construction Grant and to execute and deliver in the name and on behalf of the Podunk Library Association, Inc. a certain contract with the Connecticut State Library, State of Connecticut, for a State Public Library Construction Grant.

IN WITNESS THEREOF, the undersigned has affixed his signature and the corporate seal of the Podunk Library Association, Inc. this 28th day of August, 2012.

[name printed, signature with corporate seal]  [if you don’t have a seal remove “and the corporate seal” and type “Lacks Seal” by the signature]