

REQUEST FOR ADDITIONAL APPROPRIATION

Instructions: Complete all information in Parts A and B. Have Director/ Department Head sign and date on appropriate lines in Part C.
Forward original to OPM Director, 10th Floor. OPM Director will forward to the Boards. Submit to OPM by the 20th of the month in order to be included on the next Board of Finance and Representatives meeting agendas.

Part A - Account Information

FY 21-22

Project #	S32		
Revenue #	NEW GRANT	\$100,000	Dept. Name Ferguson Library Roof Repair
Expend. #	NEW GRANT	\$100,000	Ferguson Library / Contracted Services

Source: 100% GRANT FUNDED

Request Amount	\$ 100,000
Previous Year's Expenditure	\$ -
Department Request	
Approved by Mayor	
Approved by Finance Board	
Approved by Board of Reps.	
Revised Budget	
Balance in Account	
Projected Exp. & Enc.	\$ -

Part B - Request Description and Supporting Calculations

The City received a State Bond Grant to repair the roof at the Weed Branch of the Ferguson Library. The Ferguson Library will assume all project costs beyond the \$100,000 Bond Grant. See Letter and Board Resolution from the Ferguson Library. No additional city funds are required.

Part C - Approvals

Anita Carpenter

Anita Carpenter
Grants Officer

Sandra L. Dennies
Sandra L. Dennies (Jan 25, 2022 17:41 EST)

Sandra Dennies
Director of Administration

Jan 25, 2022

Lee Berta

Lee Berta
OPM Director/Asst OPM Director

Caroline Simmons
Caroline Simmons (Jan 25, 2022 18:17 EST)

Caroline Simmons
Mayor

Jan 25, 2022

Jan 25, 2022

January 21, 2021

Mayor Caroline Simmons
City of Stamford
Stamford Government Center
888 Washington Boulevard, 10th fl.
Stamford, CT 06901

RE: State of Connecticut Public Library Construction Grant
Weed Memorial & Hollander Branch Roof Repairs

Dear Mayor Simmons:

The Ferguson Library received a State of Connecticut Public Library Construction Grant for roof repairs at the Weed Memorial & Hollander Branch.

This letter is to inform you that our Board of Trustees met on December 7, 2021, and passed a resolution stating that the library will assume project costs beyond the grant funded amount of \$100,000 up to \$75,000. This amount corresponds with the estimates we have received. If for some reason this amount is not enough, I will go back to the board for additional funds.

Sincerely,



Alice S. Knapp
CEO, The Ferguson Library

The Ferguson Library Board of Trustees

Stephanie O'Shea, Chair
Michael Hyman, Vice-Chair
Sopong Kim, Treasurer
Robert J. Granata, Secretary

Ellen E. Bromley
Steven M. Frederick
Tamu Lucero
RJ Mercede

Polly O'Brien Morrow
Susana Vidan
Ex Officio, Alice Knapp, CEO

**Weed Memorial & Hollander Branch
Roof Project**

Resolution

Resolved:

That the Library CEO be authorized to expend up to \$75,000.00 on the Weed Memorial & Hollander Branch Roof Project.

CONNECTICUT STATE LIBRARY
Hartford, Connecticut 06106

STATE PUBLIC LIBRARY CONSTRUCTION GRANT CONTRACT
FOR MUNICIPALITIES

This Agreement is made by and between the State of Connecticut, Connecticut State Library Board (hereinafter "State Library" or "Grantor") and the City of Stamford (hereinafter "Contractor" or "Grantee") pursuant to § P.A. 79-607 § 21(a), as amended, now codified at section 4-66c of the Connecticut General Statutes (hereinafter "CGS").

WHEREAS, CGS § 4-66c provides for state funds to assist in the construction, renovation, 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 \$100,000 (hereinafter "Grant Funds") for a Roof Repair project at the Ferguson Library's Weed Memorial & Hollander Branch Library (hereinafter the "Project"). The Contractor is responsible for any project expenses greater than the Grant Funds.
2. The Contractor shall proceed forthwith upon the signing of this Agreement with the Roof Repair project at the Ferguson Library's Weed Memorial & Hollander Branch Library provided that sufficient local funds are approved and available to complete the entire project in accordance with the Contractor's grant application as approved by the State Library Board or as hereafter changed with the approval of the State Library.
3. For projects that involve construction, as defined in the *State Grant Program for Public Library Construction Timetable and Guidelines*, the Contractor has employed an architect and shall submit to the state detailed plans and specifications (including *American Institute of Architects (AIA) Document A201*, general conditions of the contract for construction intended to be used as one of the contract documents forming the construction contract).
4. The Contractor may, in writing, execute change orders in connection with this particular project with the written approval of the architect, but any individual change representing an increase or decrease in the cost of the project in excess of \$10,000 for projects between \$60,000 and \$100,000, and \$20,000 for projects over \$100,000 shall be approved in advance by the State Library.
5. The Contractor shall establish and maintain accounting procedures and supporting documents necessary to permit accurate and expeditious audit at any time during the construction, and all records pertaining to the project shall be maintained for a period of ten (10) years.

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

of the Rehabilitation Act of 1973, the Americans with Disabilities Act) and the prevailing State Wage Requirements.

9. The Contractor shall employ adequate methods of obtaining competitive bids, pursuant to the Department of Administrative Services (DAS) Contractor Prequalification Program, prior to awarding the construction contract, and shall advertise in a newspaper having a substantial circulation in the municipality in which construction takes place (a trade journal does not qualify as a newspaper for this purpose) or advertise in the DAS Biznet State Contracting Portal.
 - (a) For a single construction contract with total cost under \$500,000. All construction contracts (including equipment procurement over \$10,000) shall be awarded to the lowest responsible and qualified bidder in open competitive bidding.
 - (b) For a single construction contract with total cost over \$500,000. All construction contracts for construction projects which are funded in whole or in part with state funds shall be awarded to the lowest responsible and pre-qualified bidder described in CGS § 4b-92 in open competitive bidding. The Contractor will provide those subcontractors with a Performance Evaluation at 50% project completion and provide both Contractor and DAS with a Performance Evaluation at 100% completion. The Contractor must indicate in the bid advertisement the classification(s) for which construction contractors are being sought. Example of bid advertisement can found on DAS Contractor Prequalification Program website. The DAS Prequalification Program must receive the final evaluation within seventy (70) days after project completion.
10. The Contractor shall not sign a contract with a building subcontractor, purchase furniture, or begin work on a maintenance project (only applicable to "distressed municipalities" as defined by CGS § 32-9p(b)) until the Contractor and the State Librarian have signed this contract, and, if required, this contract has been approved by the Attorney General.
11. The building subcontractor who is selected to do the project shall provide a performance bond.
12. The Contractor shall comply with all applicable sections of the State and local building codes, where such codes are in force.
13. The Contractor shall follow the rules on construction of a public works project as established by the local municipality unless additional requirements are specifically required by Federal statutes, State statutes, or executive orders.
14. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid, proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or

uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

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

15. Audit requirements.

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

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

- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their

respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

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

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

request by the State Library, the Contractor shall assign to the State Library, or any replacement Contractor which the State Library designates, all subcontracts, purchase orders and other commitments, deliver to the State Library all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the State Library may request.

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

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

28. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
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. Access to Contract and State Data. The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
31. Iran Energy Investment Certification.
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
 - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General

Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

32. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency Termination Date of Employment

33. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or

principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi- public agency;

- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
34. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
35. 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.
36. Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
37. 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.

38. The State Bond Commission approved this grant on September 20, 2018. Relevant minutes of that meeting are attached hereto as Attachment A and expressly made a part hereof.

GRANTEE

11/4/2021 – 11/3/2026

Contract Period

City of Stamford

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

066001897

Federal Employer I.D. Number


Signature of Authorized Individual

11/17/21
Date

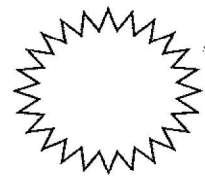
David R. Martin

Typed Name of Authorized Individual

Mayor

Title

(Grantee Affix Seal Here)



The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.


Signature of Authorized Individual

David R. Martin

Typed Name of Authorized Individual

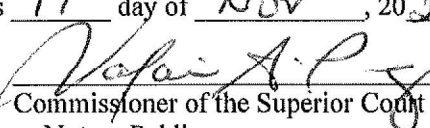
Date: 11/17/21

Approved as to Form
Corporation Counsel

By BM

Date 11/16/21

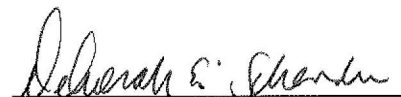
Sworn and subscribed before me on this 17th day of Nov, 2021.


Commissioner of the Superior Court
or Notary Public

11/30/2025
My Commission Expires

VALERIE A PANKOSKY
NOTARY PUBLIC
State of Connecticut
My Commission Expires Nov. 30, 2025

CONNECTICUT STATE LIBRARY BOARD


Deborah Schander, State Librarian

29 November 2021
Date

135B-SC-18
Grant Number

X This contract template, having been reviewed and approved by the Office of the Attorney General (OAG), it is exempt from review pursuant to a Memorandum of Agreement between the State Library and the OAG dated June 30, 2021.

Fund	Department	SID	Program	Acct.	Project	Budg. Ref.	Amt.
12052	CSL66051	41245	85006	55070	CSL_Non. Proj.	2021	\$100,000

Attachment A

Minutes of Bond Commission meeting.

MINUTES OF THE MEETING OF THE STATE BOND COMMISSION

Held in Room 1E, Legislative Office Building on September 20, 2018

Present and Voting:

Dannel P. Malloy Governor and Chairman

Benjamin Barnes Secretary of the Office of Policy and Management

Secretary of the Commission

George C. Jepsen Attorney General

Kevin Lembo State Comptroller

Denise L. Nappier State Treasurer

Melody Currey Commissioner, Department of Administrative Services

John W. Fonfara Senator and Co-chair of the Joint Standing Committee on

Finance, Revenue and Bonding

Jason Rojas Representative and Co-chair of the Joint Standing

Committee on Finance, Revenue and Bonding

L. Scott Frantz Senator and Co-chair of the Joint Standing

Committee on Finance, Revenue and Bonding

Christopher Davis Representative and Ranking Member of the Joint Standing

Committee on Finance, Revenue and Bonding

...

As provided at the reorganization meeting of the Commission held on July 28, 1978, Governor Dannel P. Malloy, as Chairman, called the meeting to order at 10:32 a.m. on Thursday, September 20, 2018 after noting the presence of a quorum and the Secretary of the Office of Policy and Management, as Secretary, recorded the minutes of the meeting.

...

SECTION 21(a) OF PUBLIC ACT NO. 79-607 OF THE GENERAL ASSEMBLY OF THE STATE OF CONNECTICUT, AS AMENDED (AN ACT CONCERNING THE AUTHORIZATION OF BONDS OF THE STATE FOR URBAN ACTION AND ESTABLISHING A STATE HISTORIC PRESERVATION BOARD)

Under Section 21(b)(6)(B) of Public Act 79-607 of the General Assembly of the State of Connecticut, as amended (the "Act"), there was filed with the Commission one or more requests, signed by or on behalf of the Secretary of the Office of Policy and Management or by or on behalf of an officer, department or agency referred to in the Act, dated September 20, 2018 and entitled: "Request Nos. 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440 and 1441 to the State Bond Commission Pursuant to Section 21(a) of Public Act 79-607 of the General Assembly of the State of Connecticut, as amended, for Authorization of \$75,516,260 Bonds of the State under Section 21(a) of said Act", in form and substance as required by law for authorization of bonds for the purposes described in Section 21(b)(6)(B) of the Act.

The Secretary of the Office of Policy and Management or his designees then proceeded to explain and discuss with the Commission the items mentioned in the request or requests. After review of the items, it was voted to approve the same for the amounts set forth below:

Section 21(b)(6)(B) For the Office of Policy and Management: Grants-in-Aid for Urban Development Projects including Economic and Community Development, Transportation, Environmental Protection, Public Safety, Children and Families and Social Services Projects and Programs.

...

Connecticut State Library

REQUEST 1440

PROJECT To provide a grant-in-aid to City of Stamford to assist roof repairs at Weed Memorial & Hollander Branch Library.

BOND FUND ACCOUNT 13019

AMOUNT Allocation and Bond Authorization \$100,000

...

Thereupon there was submitted to the Commission, in writing, a proposed form of a resolution to authorize pursuant to Public Act 79-607 the issuance of the bonds referred to in the requests and entitled "Resolution of the State Bond Commission Authorizing \$75,516,260 Bonds of the State of Connecticut Pursuant to Public Act No. 79-607 of the General Assembly of the State of Connecticut, as amended."

...

There being no further business the meeting was adjourned at 11:46 a.m.

BENJAMIN BARNES
SECRETARY OF THE OFFICE OF
POLICY AND MANAGEMENT AND
SECRETARY OF THE COMMISSION

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

CERTIFICATION

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

Name: _____ Signed: _____

Title: _____ Date: _____

A. Grant Number # _____

B. Total amount of grant approved: \$ _____

C. Contract period: _____ to _____

D. Organization authorized to receive payment: _____
Name _____

Address _____

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

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

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

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

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

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

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

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

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

CONNECTICUT STATE LIBRARY
STATE PUBLIC LIBRARY CONSTRUCTION GRANT
FINAL EXPENDITURE REPORT

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

Grantee: _____

Grant #: _____

Library Name: _____

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

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

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

2. Non Construction Costs

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

TOTAL NON-CONSTRUCTION COSTS \$ _____

Final Expenditure Report

Page 2

3. Construction Costs

- a. Building construction
- b. Demolition
- c. Site improvements
- d. Parking lot
- e. Architect/engineers' fees
- f. Audit
- g. Other (must be identified)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

TOTAL CONSTRUCTION COSTS

\$ _____

TOTAL

NON-CONSTRUCTION AND CONSTRUCTION COSTS

\$ _____

4. Funding Sources

State Public Library
Construction Grant

\$ _____

Other State

\$ _____

Federal

\$ _____

Private (fund raising)

\$ _____

Foundation/Trust

\$ _____

Local (general budget)

\$ _____

TOTAL

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

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

(Print or Type)

(Signature)