



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, MAY 13, 2020 – 7:00 PM**



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Dilene Byrd at dbyrd@norwalkct.org to provide written public comment prior to the meeting.

I Roll Call

II Minutes of March, 11, 2020

III Public Participation

V New Business

1. Authorize the Mayor, Harry W. Rilling to execute an amendment to Atlas Pyrovision Entertainment Group, Inc. for the Annual Fireworks Display to extend their contract to include the July 3, 2021 with a rain date of July 5, 2021 and July 3, 2022 with a rain date of July 5, 2022 display for a sum not to exceed \$43,500.00 for each year. All remaining terms of the agreement to remain unchanged. Account #014103-5298.

VI Discussion



AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
ATLAS PYROVISION ENTERTAINMENT GROUP, INC.

This Agreement made and entered into this 19th day of December, 2017, by the **CITY OF NORWALK**, Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as "CITY") and **ATLAS PYROVISION ENTERTAINMENT GROUP, INC.**, a New Hampshire corporation licensed to do business in the State of Connecticut, acting herein by Sarah C. Bergeron, its President, duly authorized, whose mailing address is 136 Old Sharon Road, P.O. Box 498, Jaffrey, New Hampshire 03452 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the CITY intends to have a fireworks display to celebrate Independence Day; and

WHEREAS, the CONTRACTOR has represented to the CITY that it is capable of producing a fireworks display according to the CITY's requirements; and

WHEREAS, based on CONTRACTOR's representations, the CITY desires to purchase fireworks from the CONTRACTOR and to retain the services of the CONTRACTOR to conduct the fireworks display according to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR agrees to perform its services in a diligent and professional manner and to provide all materials, including a barge, required to fire the display in a location to be designated by the CITY, in accordance with the specifications and terms of this Agreement, the CITY's Request for Proposals for Fireworks Display, dated August 29, 2017; Addendum No. 1 dated September 12, 2017 and the CONTRACTOR's Response dated September 15, 2017, which documents are attached hereto and incorporated herein as **Exhibits A, A-1, and B**, respectively.

The CONTRACTOR shall furnish all specified firework materials and, through the employment of a sufficient number of skilled and licensed personnel, it shall perform all services needed to set up and carry out the fireworks display as described in Exhibit B in a most timely and professional manner, consistent with best practices for the protection and safety of the general public. In the performance of its services hereunder, the CONTRACTOR shall faithfully observe and comply with all applicable laws, regulations and requirements including all requirements for licensing and training of its personnel.

The CONTRACTOR shall provide a sufficient number of trained and licensed pyrotechnicians, with a valid Connecticut State Police Certificate of Competency, who will be responsible for the display. The pyrotechnicians' names as well as certificate numbers will be submitted to the CITY no later than May 1 of each contracted year.

2. RESPONSIBILITIES TO BE PERFORMED BY CITY

A. The CITY shall be responsible for the following:

- obtaining and paying for the appropriate fireworks display permit needed in connection with the display and sending the permit documents to the CONTRACTOR for its records no later than thirty (30) days prior to the display date;

- providing the CONTRACTOR with all forms required in connection with any local and/or state license/permit that may be needed for the transportation and/or display of the fireworks, and a written statement of the local Fire Marshal's requirements for security of the fireworks truck upon its arrival, security of the fireworks materials prior to the display and the security of the designated fire zone before and during the display;

- providing to the CONTRACTOR travel route directions from the nearest U.S. Interstate to the display area, based on a route approved by the local authority having jurisdiction over the same;

- notifying the FAA of the plans for the display, according to instructions set out in the FAA Letter of Approval, to be provided by the CONTRACTOR, in sufficient time prior to the display;

- obtaining any required U.S. Coast Guard permits needed for the display, the handling of hazardous materials, including but not limited to a Coast Guard Marine Event Permit; and

- providing necessary police and fire protection at all times during the preparation of the displays, during the firing of the same and for a period of at least fifteen (15) minutes after the exhibition terminates.

B. CITY security responsibilities:

- The CITY will provide and maintain before, during and after the display until the pyrotechnician in charge declares the area "clear", any reasonably necessary security lines, police protection, snow fencing, rope lines, and/or barricades.

The CITY shall also provide and maintain an area clear of any buildings, cars and spectators with a minimum radius of 800 feet, as specified by NFPA Code 1123-1995, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the display site until after the conclusion of the exhibition.

- The CITY shall supply and set up all rope lines when required for the protection of the public, and will supervise the cleaning of the area after the display is completed.

- Any inspections made by or on behalf of the CITY shall be in accordance with NFPA 1123-1995 and under the direct supervision of the CONTRACTOR's technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the installation and disassembly of the fireworks exhibition.

C. CONTRACTOR security responsibilities:

- The CONTRACTOR will cease all fireworks discharge upon any security breach of the FSZ.

- The CONTRACTOR shall be responsible for personal injuries and vehicle or property damages occurring within the FSZ to the extent the same is a result of the failure of the CONTRACTOR to act in a reasonable manner relative to the aforementioned FSZ. The CONTRACTOR's technician in charge shall, at his reasonable discretion, cancel any inspection that in his opinion may reasonably compromise the safety of the public or the setup schedule.

3. TIME OF PERFORMANCE

A. This Agreement shall commence on the date hereof and shall be in effect for three (3) calendar years until the completion of the fireworks display in July 2020, unless otherwise terminated by the parties in accordance with the provisions set out herein.

B. The 2018, 2019, and 2020 fireworks displays shall be carried out on the evening of July 3rd of each year unless otherwise specified by CITY in writing and agreed to by the CONTRACTOR. The CONTRACTOR agrees that in the event of rain or inclement weather which would make it impossible or unsafe to fire the display, a postponement will be made to July 5th of the year in course, and if needed, to any date mutually acceptable to the parties. The CONTRACTOR shall authorize an individual to act as its agent to request inclement weather rescheduling of the delivery and display of the fireworks on the CONTRACTOR's part. Such a request shall be directed to the CITY's Director of Recreation and Parks, or a designated representative, who shall be authorized to act on the CITY's behalf for purposes of this Agreement.

B. Time shall be considered of the essence with regard to the scheduling of the performance of any fireworks display hereunder. Any request for rescheduling shall be made by 12:00 Midnight on July 2nd of the year in course, in order to avoid any rescheduling charge. If the CITY reschedules after that time, there will be a rescheduling charge of no more than ten percent (10%) of the compensation amount set out in Article 5.

C. It is also agreed that in the event the fireworks have been taken out and set up before any rain occurs, with fair weather prevailing at the time, then the exhibition of fireworks must be carried out in the best possible manner without any deductions from the compensation to be paid to the CONTRACTOR and regardless of current conditions at the time of the display.

4. EXPLOSIVES ON CITY PROPERTY

When the explosives to be used in the displays contemplated hereunder are located on CITY property, they must be stored in containers that comply with the Connecticut State Blasting Code and all other applicable laws, and only with the written approval of the CITY's Fire Marshal. The CONTRACTOR hereby agrees that, in addition to the insurance and indemnification provisions set forth herein, it shall provide security personnel

for said explosives and shall insure against harm from said explosives with a policy of general liability insurance during the period of storage of not less than Two Million Dollars (\$2,000,000.00) and shall release, indemnify and hold harmless the CITY, which indemnity shall include all attorney's fees, from any claims, losses, costs, damages, judgments, or suits arising from the storage of explosive material upon CITY property. The CITY shall be named as an additional insured on said policy.

5. COMPENSATION

Subject to these conditions, the contract price for the fireworks display and all materials and services related thereto, including transportation, delivery and travel expenses, insurance costs and any costs due to delays or postponements, shall not exceed the sum of **FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$43,500.00)** for each display. This amount shall include the cost of a barge rental, sand and tug boat service as set out in Exhibit B. One-half of the amount shall be paid by the CITY upon delivery of the fireworks materials each year and the balance will be paid following the satisfactory performance of the display. No direct costs shall be reimbursed by the CITY.

This compensation constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement subject to the following:

A. It is agreed that the cost of any shells that fail to fire or fail to explode after being fired shall be fully credited to the CITY and deducted from the compensation to be paid to the CONTRACTOR hereunder.

The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

B. The parties understand and acknowledge that the CITY, as a municipal government, is dependent upon receiving continued appropriations or budgeted funds sufficient for each fiscal year throughout the term of this Agreement. Notwithstanding provisions herein to the contrary, the Contractor understands

and agrees that the CITY has the right to terminate this Agreement in whole or in part, without penalty, at the end of any fiscal year of this Contract term if sufficient appropriations or budgeted funds are not authorized and made available for purposes of this Contract. In such event the CITY will give thirty (30) days written notice to the CONTRACTOR that the necessary funding has been denied.

6. LICENSES AND PERMITS

This Agreement and CONTRACTOR's obligations hereunder are subject to all governing Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and the conditions and limitations contained in the permits required for the delivery and exhibition of the fireworks. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the fireworks described herein or in the event CITY's permit in any way limits or restricts the sale, performance or operation of said exhibition, CONTRACTOR shall limit or restrict its performance or exhibition of the fireworks and/or substitute such equivalent fireworks so as to comply with such law, rule, regulation or ordinance of CITY's permit. In such event the CITY shall be entitled to a commensurate reduction or abatement in the contract price based on negotiation of the parties.

7. INSURANCE

The CONTRACTOR agrees to obtain at its sole cost, all insurance coverage required by the CITY in compliance with the terms set out in the attached Insurance Rider. Each insurance policy shall be endorsed to provide that the City of Norwalk shall be named an additional insured and that the insurance company shall notify the CITY by certified mail at least thirty (30) days in advance of termination of or any change to the coverage. No change shall be made without the prior written approval of the CITY.

8. GENERAL PROVISIONS

A. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, a lump sum amount equal to fifty

percent (50%) of the display fee provided herein shall be paid to the CONTRACTOR to compensate it for all services performed prior to the date of termination. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

B. The CONTRACTOR shall not assign or subcontract this Agreement or any of the services to be performed by it hereunder without prior consent of the CITY in writing. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The CONTRACTOR shall require any subcontractor approved by the CITY to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound.

C. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully and satisfactorily at the date(s) and time(s) fixed for performance; or

(2) A meritorious claim exists against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement and only to the extent that insurance coverage for the same has been denied;

then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described.

This provision is intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

D. In the event of the failure or inability of the CONTRACTOR to fire the display as contracted for hereunder, the

parties acknowledge and agree that the CITY's costs and damages, including inconvenience to members of the public, that would result, would be impossible to fix. Therefore, the CONTRACTOR agrees to pay to the CITY the sum of **TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) as liquidated damages** suffered by the CITY. This amount is not a penalty but represents the parties' best estimate of the damages that will result from a default by CONTRACTOR in its performance hereunder. However, this provision will not apply if the CONTRACTOR is unable to perform and fire the display due to fire, flood, strike, accident, act of God, rain or inclement weather (high winds, etc.), serious safety issues that jeopardize the safe firing of the fireworks, or any other unforeseeable cause beyond the control of the CONTRACTOR. In any such event, the CONTRACTOR shall refund to the CITY any sums paid pursuant to this Agreement, and each party shall thereupon release the other from any covenants contained in this Agreement and from any damages or losses resulting therefrom with the exception of the refund provision stated herein.

E. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

F. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement.

G. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury, damage, or other agrievement, which is claimed to be due in any way to the negligence, fault, acts or omissions of the CONTRACTOR, its employees, agents, or subcontractors, arising from or in connection with the performance of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement, shall be separate and independent of any other provision hereof, and shall not be limited by any insurance coverage provided hereunder.

H. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in Connecticut state courts, in the Judicial District of Stamford/Norwalk.

I. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

J. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. The CITY may, at any time, request changes in the scope of services to be performed or materials used hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments signed by both parties to this Agreement.

L. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

M. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

[Signatures follow]

Dated at Norwalk, Connecticut, as of the day and year first above-written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Sally Johnson
Witness
Jane G. Orr
Witness

CITY OF NORWALK

By: Harry W. Rilling
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: 12/19/17

Signed, Sealed and Delivered
in the Presence of:

Jan Mayer
Witness
Hannah Pelkey
Witness

ATLAS PYROVISION ENTERTAINMENT
GROUP, INC.

By: Sarah C Bergeron
Sarah C. Bergeron
Its President
Duly Authorized

Date signed: 12/4/17

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

[Signature]

APPROVED AS TO
AVAILABILITY OF FUNDS:

[Signature]
Comptroller

Date: 12-14-2017

INSURANCE REQUIREMENTS

Note: The term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, and/or maritime law whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

1. Workers' Compensation Insurance: With respect to all operations the Contractor performs the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall carry employer's liability limits of \$100,000.00 each accident and \$100,000.00 each employee by disease and \$500,000.00 policy limit disease. Coverage shall be included for United States Longshore and Harbor Workers Act on an "if any" basis.
2. Commercial General Liability: With respect to all operations the Contractor performs the Contractor shall carry Commercial General Liability insurance providing for a total limit of one million dollars (\$1,000,000.00) per occurrence for all damages arising out of bodily injury, personal injury, property damage, contractual liability and products/completed operations, including \$1,000.00 medical payments.
3. Marine General Liability: With respect to all marine related operations, the Contractor shall carry marine liability insurance for a total limit of One Million Dollars (\$1,000,000)

per occurrence and Two Million Dollars (\$2,000,000) General Aggregate. This will include all bodily injuries and property damages arising out of marine exposures and all liability obligations regarding the operations of vessels and (if applicable) the use of the City's docks and surrounding land. The marine liability insurance could be extended to include the general liability hazards of premises/operation, products liability, work in progress, and contractual liability.

4. Automobile Liability: With respect to any automobile the Contractor shall carry Automobile Liability insurance for a total limit of \$1,000,000.00 combined single limit for bodily injury and property damage per accident for any auto, also including statutory uninsured/underinsured motorist coverage and \$1,000.00 medical payments.

5. Automobile Physical Damage: Collision and comprehensive coverage for any auto used for the purpose of this contract. In lieu of providing this insurance coverage, the Contractor agrees to hold the City harmless from, and against claims, losses, damages, costs and expenses due to physical damage to said vehicles.

6. Umbrella/Excess Liability: With respect to all operations the Permit Holder performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

7. Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable by the City's Risk Manager.

8. Subcontractors: The Contractor shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9. Claims-Made Form: If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and the applicable statute of limitations which is currently three (3) years pursuant to

Section 52-577 of the Connecticut General Statutes beyond the liability policies expiration dates. With no time limitation as to when a claim may be made within the three (3) year period beyond the expiration date.

It is also agreed that either the Contractor or the City may invoke the tail option on behalf of the other party and that any Extended Reporting Period premium shall be paid by the Contractor.

10. Aggregate Limits: Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

11. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

12. Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the CONTRACTOR is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the CONTRACTOR shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the CONTRACTOR's services.

13. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

14. Failure to Purchase or Maintain Insurance: If the City or Contractor is damaged by the failure of the Contractor to

purchase or maintain insurance required herein the Contractor shall bear all reasonable costs properly attributable thereto.

15. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions:

Liability Coverage:

The City of Norwalk and its officers, agents, officials, employees, volunteers, boards and commissions are to be named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Contractor and/or products and completed operations of the Contractor. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation:

Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Compensation:

There shall be no direct compensation allowed to the Contractor on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.

Waiver of Requirements:

The Corporation Counsel may vary the requirements in his sole discretion; if he determines that the City's interests will be adequately protected without meeting all stated requirements.

16. Verification of Coverage: The Contractor shall furnish the City with certificates of insurance verifying the coverage required for this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City at least five (5) days before the Contract is executed and before the work commences. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

City of Norwalk
Office of Corporation Counsel
125 East Avenue, P. O. Box 5125
Norwalk, Connecticut 06856-5125

17. Other Insurance: The Contractor's insurance is Primary, not Contributory, and not in excess of any other insurance of the City.