

## TOWN OF HOLBROOK SOP Policy

### INSURANCE AND BOND COVERAGE

#### 1) Insurance Coverage

The applicant understands and agrees with the acceptance of an Approved Street Opening Permit (SOP) to indemnify and hold harmless the Town of Holbrook and all its officers and employees from any and all liability arising for work performed or related to the obtained permit. The applicant further, understands that the SOP Policy shall not be construed as imposing on the Town of Holbrook any legal responsibility for any person injured or property damaged that may result from any SOP permit work.

The Permit holder therefore understands with the acceptance of the SOP permit that they are **fully responsible to be properly insured** by a major insurance carrier licensed to operate in the Commonwealth of Massachusetts. The **Applicant has the responsibility and obligation to have active insurance coverage in place, at a minimum as identified below, and**

To have all policies provide under the Certificates wording to the effect that carriers will "endeavor to provide the Applicant 15 days' notice, by registered mail, of cancellation, or renewal awareness, or material change". Again, the Applicant with the SOP application submittal and the acceptance of the SOP Permit assumes and accepts the full insurance terms and responsibilities specified under the Town of Holbrook SOP Policy. To that end the Applicant has agreed to indemnify and hold harmless the Town of Holbrook from any and all legal issues that may result from their negligence to honor their Insurance obligations.

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| <b>WORKER'S COMPENSATION</b> (in accordance with provisions of M.G.L. Chapter 152)   |  |
| Statutory State - Massachusetts  | \$100,000 each accident<br>\$500,000 bodily injury by disease (policy limit)<br>\$100,000 bodily injury by disease (each employee) |
| <b>GENERAL LIABILITY</b>   |  |
| Comprehensive Form<br>Premises Operation<br>Owners & Contractors Protective<br>Explosion, Collapse, and Underground<br>Broad Form Comprehensive Gen Liability<br>Cross Liability and Personal Injury | \$1,000,000 each occurrence<br>\$2,000,000 aggregated  |
| <b>AUTOMOBILE LIABILITY</b>  |  |
| All Owned Vehicles<br>All Employer Non-Owned Vehicles<br>All Leased Vehicles   | \$1,000,000 bodily injury & property damage combined   |
| <b>UMBRELLA</b>  |  |
| Limit of Liability   | \$2,000,000 (minimum) occurrence<br>\$2,000,000 aggregate  |

**Exemptions to filing insurance endorsement are made only to other governmental agencies of State and Federal level, and public utility companies.**



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### 2) Bond Coverage

Exemptions to requiring a Bond may be made to other governmental agencies of state and federal level or public utility companies.

At the discretion of the Director of Public Works or his designee, and individual project Trench Bond or an Annual Blanket Bond, hereafter referenced as "**Bond**", will as established by the Town, be required in one of the following types described below.

If requested, a Bond **must be received** by the Town before a Street Opening Permit can be issued.

As such, SOP applicants should be aware of these requirements and accordingly plan as part of their application submittal allotted time to produce and deliver such items.

The requirement to secure a Bond is part of the SOP Policy and is being made so that the Town of Holbrook will be protected against loss in the event of failure of the permit holder to complete the work or make required repairs or restoration of damage involving the work or encroachment authorized by the permit.

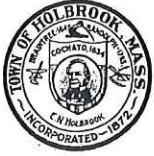
Depending on the nature, volume, extent of work, or prior performance history the Director of Public Works or his designed, may elect to require certain Bond amounts **above the minimum standards** noted below. The bond type requested for these cases will be as established by the Town in the form of either a Paper Certificate issued by a Surety company licensed to do business in Massachusetts or a Cash deposit (check payable to the Town of Holbrook).

| Trench Bond Minimum Standard                   | Amount  |
|--|---------|
| Street/Sidewalk Opening                        | \$5,000 |
| Sidewalk Only Opening                          | \$1,000 |
| Sidewalk Associated with Driveway Construction | \$1,000 |

| Annual Blanket Bond Minimum Standard                                | Amount   |
|---|----------|
| Street/Sidewalk Opening   | \$25,000 |
| Sidewalk Opening or Sidewalk Work Associated with Driveway Installs | \$10,000 |

The applicant understands and agrees with the acceptance of an Approved Street Opening Permit (SOP), that the Town has the right to use any portion or all of the Bond amount to remedy and resolve any Temporary or Permanent restoration work that the Permit holder either left unfinished or defective (settlement or cracks) or any damage caused resulting from their work, in which they fail to respond to a Town request to complete said repairs. Should the Permit holder **NOT ACT** to perform the Town directed repair request within normal 24 hour notification or for cases that may jeopardize public safety a quicker specified time, the Town will move to complete the work itself and as such will execute its right to draw on the bond to pay for this work.





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The Town reserves the right to seek immediate and direct compensation recovery from said party if the Town performs repairs they deem urgent regardless of whether a Bond has been deposited. The Town reserves the right to withhold future SOP's until compensation for repairs performed by Town has been received.

The Bond shall be released to the permit holder upon the expiration of the guarantee period. The guarantee period shall be enforced by the Town until the completion and acceptance of the **permanent** SOP restoration work. The temporary paving phase **must be completed and be free of any defects for a minimum of 120 days before** the Permittee can proceed with the **permanent** phase restoration work. The **permanent** restoration installation work will then be inspected 120 days following and if found to be defect free the Town will accept and close the guarantee period. However, in the event Defects are identified during the guarantee period then the restoration will be corrected and the guarantee period appropriately extended to ensure no repeat defects result. No permanent restoration installation work will be allowed between the window of November 16<sup>th</sup> thru March 31<sup>st</sup>. **During the guarantee period the permit holder shall be responsible for the restoration, repair and maintenance of its work.** The Director of Public Works shall be authorized to draw upon the Bond account as may be necessary to cover the costs to the Town including administrative costs, to perform work which **a Permittee has not satisfactorily performed or maintained.** The Director shall be authorized to draw upon the bond account in accordance with the notice policy specified above.

The Permit holder should carefully review and clearly understand the above Town of Holbrook Bond Restoration Policy. The Permit holder with the acceptance of a SOP should be unmistakably aware that they are the responsible party for the work (**FTP - FAILURE TO PERFORM**) including any damage caused from their work or to resolve any restoration defects during the guarantee period, within the timeframe the Town requires, **may result in the Town taking action to draw on their Bond to remedy any FTP case.** The Town reserves the right to withhold future SOP'S until compensation for repairs performed by the Town has been received. Any SOP Permit holder who fails to comply with the Bond Restoration Policy further understands that they waive all ability to challenge any recourse to **recover Bond money used by the Town for these cases** including any dollars for legal or other challenges, **NO EXCEPTIONS OR POSITION WILL BE MADE BY THE TOWN REGARDING THE BOND POLICY.**