




Interoffice Memorandum

April 26, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

A handwritten signature in black ink, appearing to be "M".

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Christine N. Lofye, P. E., Manager 
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: Approval of Central Florida Expressway Authority (CFX) Utility Permit

The Traffic Engineering Division is requesting approval of a Utility Permit for the Central Florida Expressway Authority (CFX). The Utility Permit is needed to add a fiber optic line and connect to an existing fiber optic communication for a planned traffic signal at the interchange of SR 429 and New Independence Parkway. This connection will enable the County to communicate remotely with the traffic signal.

Staff recommends approval and execution of the Utility Permit.

Action Requested: Approval and execution of Central Florida Expressway Authority Application for Utility Permit. District 1.

MVM/CNL/FY

Attachments

BCC Mtg. Date: May 21, 2019

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
APPLICATION FOR UTILITY PERMIT**

CFX ROAD INFORMATION

Permit No.: 19-017	County: Orange
CFX Road No.: SR 429	Milepost: New Independence Pkwy Interchange

APPLICANT INFORMATION

The Utility Agency/Owner (UAO) shall be identified in the Application for a Utility Permit. When the UAO desires to have a Utility Builder construct the proposed project, the Utility Builder and the UAO shall both be identified as applicants and shall be referred to collectively as "Applicant." A Utility Builder alone cannot apply for a Utility Permit without the UAO adding them as a joint applicant. A private individual or entity alone cannot apply for a Utility Permit.

UTILITY AGENCY/OWNER (UAO)

Name:	Orange County
Contact Person:	Roger Smith
Address:	4200 S John Young Pkwy
City/State/Zip:	Orlando, FL 32839
Telephone:	407-836-7890
E-Mail:	Roger.Smith@ocfl.net

UTILITY BUILDER (only applicable when the UAO is a City or County)

Name:	N/A (Work performed by CFX contractor as part of project 429-158)
Contact Person:	
Address:	
City/State/Zip:	
Telephone:	
Email:	

WORK DESCRIPTION

The UAO requests permission from the Central Florida Expressway Authority ("CFX") to enter upon real property that the UAO represents is owned by CFX, which ownership CFX will not confirm, for the limited purpose of constructing the utilities described below and in the attached plans ("Utility Work"), within the area precisely delineated in **Attachment A**.

Type and Specifications of Utilities (Casing, conduit, overhead, etc.): Connect to CFX fiber allocated for FDOT use in CFX right of way. Fiber Optic Manhole 429 15.2 SB, 3-1" Conduits - Blue, Orange & Black w/Red Stripe, containing one 12 SM drop cable.
Start Location - Existing Traffic Controller Assembly located at intersection of Hamlin Groves Trail and New Independence Parkway.

Utility Work Area: Southbound SR 429 exit to New Independence Parkway

Final Utility Location: Connect to a pair of fibers for SB SR429 white buffer #69,70 (yl, vi) along the southbound SR 429 exit ramp to New Independence Parkway

Requested Term	Start Date:	Stop Date:	Duration:
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ATTACHMENTS FROM APPLICANT

<input checked="" type="checkbox"/> A. Precise Description of Final Utility Location	<input type="checkbox"/> B. Utility Work Area and Plans
<input checked="" type="checkbox"/> C. Certificate of Insurance	<input type="checkbox"/> D. Additional Insured Endorsement
<input type="checkbox"/> E. Waiver of Subrogation Endorsement	<input type="checkbox"/> F. Other: _____

Attachment from CFX: Attachment G. Certificate from GEC

TERMS AND CONDITIONS

Based upon the above, the UAO requests permission from CFX to enter upon real property that the UAO represents is owned by CFX, for the limited purpose of constructing the proposed utilities in the area described in the Utility Work Area and Plans with a precise description of the Final Utility Location limited to the area delineated in **Attachment A**, and, as a condition of approval, the UAO agrees to the terms and conditions herein.

1. The UAO represents and warrants that the information above is true, correct, and complete.
2. Photographs. Upon initial entry onto CFX Property and prior to commencing any activity or work within CFX's Property, the Applicant shall provide CFX with a minimum of six (6) photographs documenting the work area.
3. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations within CFX property pursuant to this Permit shall not operate to create or vest any property right in the UAO or the Applicant. The granting of this Permit does not modify an existing executed subordination agreement with CFX.
4. General Utility Work Conditions. The Applicant further agrees to the following conditions:
 - a. The Applicant shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures.
 - b. Under no circumstances may the Applicant block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, without the prior written consent and approval from the CFX.
 - c. Above-ground improvements are not allowed in CFX's limited-access property except as expressly approved by CFX.
 - d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
 - e. The UAO and Applicant shall ensure that the Utility Work does not interfere with the property and rights of a prior applicant or permittee or an existing structure, facility, utility, improvement, or use.
 - f. In the event Applicant encounters any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the Applicant shall immediately cease the Utility Work and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the Applicant of any suspension or revocation of the Permit to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.
 - g. If CFX determines that the Utility Work, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the Applicant shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX. As a condition for the issuance of this Permit, the Applicant understands and acknowledges that in the event of such interference, CFX may require, in CFX's sole discretion, and the Applicant hereby agrees to perform, or cause to be performed, any of the following: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property at no cost to CFX; (ii) immediate cessation of the Utility Work; (iii) restoration of CFX's property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX. This provision shall not be limited by the General Conditions. This paragraph survives the termination of this Permit.
5. General Conditions
 - a. The UAO shall comply with all State, Federal and Local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the Permit, which includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits. When a CFX requirement is more stringent than those of other agencies, the UAO shall comply with the CFX requirement.

- b. When a Utility Builder and a city or county utility owner are joint utility permit applicants, the Utility Builder and the city or county shall be severally liable such that the Utility Builder shall be required to comply with all the permit requirements applicable to the construction of the city or county utilities and the city or county shall be required to comply with permit requirements post construction, including, but not limited to those applicable to operation and maintenance. When a CFX contractor does Utility Work under a CFX agreement, the CFX contractor shall not be a joint utility permit applicant. The post-construction obligations of the city or county shall commence upon completion of final inspection by CFX. CFX shall provide the city or county with written notice of such date. The city or county shall be entitled to observe CFX's final inspection and shall inform CFX of any apparent failure to comply with the terms of the permit by the Utility Builder; provided, the final determination of compliance by the Utility Builder shall be made by CFX. This paragraph survives the termination of this Permit.
 - c. Pursuant to *Section 337.403, F.S.*, any utility placed upon, under, over, or within CFX's property that is found by CFX to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such property shall, upon thirty (30) days written notice to the UAO or its agent by CFX, initiate the work necessary to alleviate the interference at its own expense except as provided in *Section 337.403, F.S.*, and except for reimbursement rights as expressly set forth in any other previously executed agreements with CFX. This paragraph survives the termination of this Permit.
 - d. In the case of non-compliance with CFX's requirements in effect as of the date the permit is approved, the permit shall immediately terminate upon oral or written notice and the Utility Work will have to be brought into compliance or removed from CFX's property at no cost to CFX. This provision shall not limit the authority of CFX pursuant to *Section 337.403, F.S.*, or any other law. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX Property and the Applicant shall be responsible for all removal and restoration costs. This paragraph survives the termination of this Permit.
 - e. The privileges granted the UAO by this Permit are only to the extent of the CFX's right, title and interest in the land to be entered upon and used by the UAO. The UAO shall indemnify, defend, and save harmless the State of Florida and CFX at all times and to the extent permitted by law from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the UAO of the privileges granted by this Permit. This obligation to indemnify and defend CFX includes, but is not limited to, any cost or expense to CFX due to delay caused by the UAO to a CFX contractor. However, said indemnification as applied to the UAO of city and county utilities is limited to that allowed by law. This paragraph survives the termination of this Permit.
 - f. Damage to CFX. Pursuant to *Section 337.402, F.S.*, when any CFX property is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such property, the UAO shall, at their own expense, restore CFX's property to its original condition before such damage. If the UAO fails to make such restoration, CFX is authorized to do so and charge the cost thereof against the UAO under the provisions of *Section 337.404, F.S.* Pursuant to *Section 337.401(2), F.S.*, the UAO is responsible for damage resulting from the issuance of the permit. CFX may initiate injunctive or other legal proceedings to enforce provisions of this subsection. This section shall not be applied to damage or impairment shown in the permit. This paragraph survives the termination of this Permit.
 - g. When the operation of any CFX Expressway System property is damaged or impaired or loses revenue in any way because of or related to this Permit or the installation, inspection, or repair of a utility located on CFX property, the UAO is responsible for all damage and lost revenue resulting therefrom. CFX may initiate injunctive or other legal proceedings to enforce the provisions of this subsection. However, said liability as applied to the UAO of city and county utilities is limited to that allowed by law. This paragraph survives the termination of this Permit.
 - h. After the expiration of the term of this Permit, any entry onto CFX property requires a new application.
6. Special Conditions for Underground Activity.
- a. As-Built Documentation. The Applicant shall provide As-Built documentation of the completed installation of Utility Work within ninety (90) days of completion of Utility Work. As-Built

documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 *GIS Inventory* of the CFX ITS Specifications.

b. Locator Services. In connection with retention of any locator services, the Applicant shall register with the applicable Florida One Call agency per Chapter 556, Florida Statutes. The Applicant, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, the Applicant shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. The Applicant understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that the Applicant is solely responsible for repairing such damage. No liability shall be imposed upon CFX attributable to mislocation of any improvement by any locator service. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX Property. This paragraph shall survive the expiration of term of this Permit.

7. Coordination. The Utility Work shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with:

<u>Name/Title</u>	<u>Email</u>	<u>Telephone No.</u>
Steve Geiss, CFX Sr. Roadway Inspector	Steve.Geiss@CFXWay.com	407-467-8258
and Pat Collins, CFX Fiber Optic Technician	William.Collins@cfxway.com	407-832-9626
and _____	_____	_____
and _____	_____	_____

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

8. Restoration of Site; Final Site Inspection. The Applicant shall be responsible for any and all costs related to the Utility Work, including, but not limited to, installation, operation and removal and restoration of equipment on CFX Property. At the Applicant's sole cost and expense, the Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and the Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, the Applicant agrees to promptly repair any and all damage to CFX Property caused by the Utility Work with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the Utility Work, including restoration, the Applicant shall contact CFX staff listed above, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against the Applicant for damages and costs associated with proper restoration of CFX Property. In the event of failure to restore CFX Property within the specified time, CFX may restore CFX Property and the Applicant shall be responsible for all removal and restoration costs. This paragraph shall survive the expiration of term of this Permit.

9. Indemnification. Unless specifically prohibited or limited by statute, the Applicant shall indemnify, defend and hold CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the Utility Work or this Permit, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the Applicant or its employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This paragraph survives the termination of this Permit.

10. Sovereign Immunity. Nothing contained in this Permit shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida. This paragraph survives the termination of this Permit.
11. Insurance Requirements. The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of the Applicant and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Permit. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- a. The Applicant shall require all insurance policies in any way related to the Utility Work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require sub-contractors, by appropriate written Agreements, to include similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Applicant's expense, all limits must be maintained. **All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.**
 - b. Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
 - c. Business Automobile Liability: Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.
 - e. **CHECK ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS**
 - Railroad Insurance, as set forth in the attached Addendum, is required if the Location encompasses any part of a railroad track or facility.
 - Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the Addendum, is required for any activities involving or related to hazardous waste.
 - Excess Coverage in the amount of \$ _____ is required if the cost of Utility Work or the potential impact to CFX is greater than the CGL coverage.
 - f. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

12. Assumption of Risk; Release. The Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Permit or on or around CFX Property. The Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which the Applicant and its employees, contractors, or agents may suffer or incur in connection with the Utility Work or this Permit. This paragraph survives the termination of this Permit.
13. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Permit, CFX has the right to immediately terminate the Permit upon oral or written notice. This paragraph survives the termination of this Permit.
14. Governing Law. All parties agree that this Permit and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Permit or any provision hereof shall be instituted and maintained only in the courts of the State of Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida. This paragraph survives the termination of this Permit.
15. Notice. Except as otherwise provided in paragraphs 4 (general utility work conditions), 8 (restoration of site; final site inspection), and 13 (reservation of rights), all written notices required to be delivered to the Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the Applicant, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph survives the termination of this Permit.
16. Authorized Signatories. The Applicant represents and warrants that the person signing below is duly authorized to sign this Application for Permit to which the Applicant and its employees, contractors, and agents will be duly bound.
17. Termination. This Permit is terminable at will by the CFX. Unless terminated sooner, this Permit expires upon the earlier of: (a) the termination date; (b) completion of Utility Work, including restoration; (c) expiration of the required insurance; or (d) written or oral notice by CFX.
18. This Permit may not be assigned without the written consent of CFX.
19. The Parties agree that neither this Permit nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
20. This Permit does not take effect until it is fully executed by CFX in writing. The representations of staff are not binding.

IN WITNESS WHEREOF, the Utility Agency/Owner and the Utility Builder (if applicable) execute this Application for a Utility Permit to enter CFX Property, for the limited purpose of constructing the proposed utilities in the area described in the Utility Work and Plans with a precise location of the proposed Utilities limited to the area delineated in **Attachment A**, and, as a condition of approval, Applicant agrees to the terms and conditions set forth in this Permit, including the Special Conditions below.

Witnesses:

UTILITY AGENCY/OWNER:

#1 - Signature: Katie Smith
 Print Name: Katie Smith

#2 - Signature: Jennifer Lara-Limez
 Print Name: Jennifer Lara-Limez

By signing below, I represent that I have the authority to bind the Utility Agency/Owner.

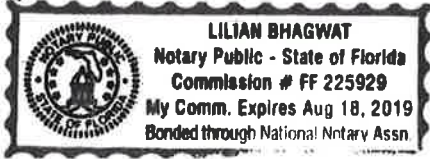
Signature: Bryan W. Brooks
 Print Name: Bryan W. Brooks
 Title: County Administrator



STATE OF FLORIDA)
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by Brooks, Byron, who is personally known to me or who has produced FL as identification and who did (did not) take an oath.

(SEAL)



Lilian Bhagwat
Notary Public

Lilian Bhagwat
Print Name

Witnesses:

#1 - Signature: _____
Print Name: _____
#2 - Signature: _____
Print Name: _____

UTILITY BUILDER: _____

By signing below, I represent that I have the authority to bind the Utility Builder.

Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Special Conditions: N/A

In reliance upon the representations and commitments of Applicant, including the terms and conditions above, CFX approves the Application for a Utility Permit and grants to Applicant, and its employees and contractors, a temporary, non-exclusive right to enter the CFX Property delineated in Attachment A for the sole and limited purpose of Utility Work described in Attachment A, for the period

commencing on: 2/7/2020 and expiring on: 1/31/2021,
Start Date and Time End Date and Time

By: [Signature] Date: 2/7/2020
Chief of Infrastructure

APPROVED AS TO FORM: [Signature] Date: 2/3/2020
General Counsel / Deputy General Counsel

ADDENDA

RAILROAD INSURANCE: When the Utility Work is on, over or under a railroad, railroad property or railroad right-of-way, the Applicant shall furnish to CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Applicant or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE (CPL): The Applicant agrees to maintain Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all activities arising from or related to the Permit. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Permit is required, and coverage must be maintained for 3 years after termination of the Permit or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Applicant agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Applicant of the obligation to provide replacement coverage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits: Each Occurrence - \$ 2,000,000; General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Applicant's CGL policy and an appropriate premium credit provided from the issuer to the Applicant. CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.