

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2021, by and

between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

Duke Realty Limited Partnership, an Indiana limited partnership, with offices located at 2400 N. Commerce Parkway, Suite 405, Weston, FL 33326, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, LICENSEE is the Property owner tasked with the installation of an offsite stormwater connection system along NW 17th Lane connecting property to the Broward County canal 101-42 B. The project is located at 1731 W. Copans Rd, Pompano Beach, Florida ("Project"); and

WHEREAS, LICENSEE desires to obtain a license from CITY to use certain CITY right-of-way (Broward County Parcel ID No. 4842 22 16 0200 and 4842 22 16 0190) adjacent to LICENSEE's Property for the purpose of installing, operating, and maintaining a stormwater connection system; and

WHEREAS, LICENSEE's proposed use of CITY's right-of-way will not interfere with the rights enjoyed by the public nor will such use result in a direct or indirect cost to the public.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. AUTHORIZATION AND DESCRIPTION OF PROPERTY.

CITY grants to LICENSEE, and LICENSEE accepts from CITY, a non-exclusive license to occupy a portion of the right-of-way along NW 17th Lane road, Broward County Parcel ID No. 4842 22 16 0200 and 4842 22 16 0190 ("Property"), legally described as set forth in Exhibit "A," attached and made a part of this Revocable License Agreement ("Agreement"), for the installation, and maintenance of approximately 560 linear feet of 24" reinforced concrete pipe with seven (7) manhole structures and one (1) headwall ("Project Improvements"), as may be required by the Broward County Environmental Protection and Growth Management Department, Environmental Engineering and Permitting Division. The location of the Project Improvements is depicted in detail on Exhibit "B," attached and made a part of this Agreement. In exchange, LICENSEE agrees to pay CITY as compensation for this Agreement in the sum of One Dollar (\$1.00) per annum. Receipt of the first payment of One Dollar (\$1.00) is acknowledged.

2. TERM.

The term of this Agreement shall run in perpetuity provided LICENSEE continues to maintain the Project Improvements in good operating condition as determined by CITY and the surrounding Property in substantially the same condition as it existed prior to the Project Improvements being installed by LICENSEE and also as reasonably determined by CITY. Should CITY reasonably determine that LICENSEE has failed to maintain the Project Improvements, that a higher municipal use is required of subject Property, that the public's health, safety or welfare is at risk, or that it wishes to terminate this Agreement for any other reason, then LICENSEE shall be notified to immediately cease use of the Property as it relates to the installation and maintenance of the Project Improvements. Notice shall be sent in writing, in accordance with Paragraph 13 hereof.

3. USE OF PREMISES.

A. LICENSEE shall use and occupy the right-of-way for the installation, and maintenance of approximately 560 linear feet of 24" reinforced concrete pipe with seven (7) manhole structures and one (1) headwall, as may be required by the Broward County Environmental Protection and Growth Management Department, Environmental Engineering and Permitting Division.

B. LICENSEE specifically agrees that the Property shall not be used for any other purpose whatsoever without CITY's written consent. LICENSEE shall not permit the licensed Property to be used or occupied in any manner that is inconsistent with the use granted or that violates any laws or regulations of a governing authority. LICENSEE shall at all times, with the exception of when work is being done as approved by CITY, keep and maintain Property in as good of a condition or better than existing at the start of construction of any Project Improvements. LICENSEE shall provide documentation (such as pictures, video, topographic surveys) to CITY's engineer to establish the conditions that existed on the Property prior to construction. Any and all damage directly caused as a result of such installation of the Project Improvements to any Property elements, including, but not limited to pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, located within CITY's right-of-way shall be restored or repaired by LICENSEE to a condition equal to that which existed prior to commencement of construction or installation of the Project Improvements. Similarly, LICENSEE shall be responsible for all damage caused by LICENSEE to any subsurface features including, but not limited to, water service lines, utility access lines, covers, water meter boxes, water isolation valve systems, and sanitary sewer cleanouts that may deteriorate as a result of removing asphalt, base materials, compaction, or paving operations. LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. LICENSEE shall notify all necessary utility companies, 48 hours in advance prior to digging for verification of all underground utilities, irrigation and any other obstructions

and coordinate such utility review prior to initiating Improvements. LICENSEE agrees that this Agreement is contingent upon LICENSEE submitting an Engineering Permit with the appropriate fee, along with a site plan or location plan, blueprints and other documentation as required by CITY's Engineering Department for the issuance of a permit and granting of this Agreement. Compliance with this Agreement does not in any way waive any other CITY building or construction ordinances, fees or requirements. LICENSEE shall not commence construction or occupy the right-of-way prior to obtaining all necessary permits and approvals.

4. ASSIGNMENT.

LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this Agreement to any other person or business entity without CITY's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of an attempt to assign, transfer, convey or otherwise dispose of this Agreement to any person or business entity not specifically a party to this Agreement, this Agreement shall be deemed null and void and terminated without notice to LICENSEE.

5. MAINTENANCE.

LICENSEE agrees to at all times maintain and repair, during the term of this Agreement, at its sole cost and expense, the Project Improvements and ensure that such Project Improvements are in good working condition, as reasonably determined by the CITY. Construction activities shall not commence until LICENSEE submits to CITY's Engineering Department a maintenance of traffic plan for approval. LICENSEE assumes all risks in the operation and maintenance of the Project Improvements on the Property and shall be solely responsible and answerable for damages related to all accidents or injuries to person or property arising out of or caused in the performance of any of the work done by LICENSEE pursuant to this Agreement, regardless whether occasioned by LICENSEE, its officers, employees, contractors or agents. LICENSEE further agrees that it

shall not make any alteration to the Project Improvements that would increase the Project Improvements' size or capacity or any other substantial alteration without CITY's prior written consent.

6. INDEMNIFICATION.

A. LICENSEE shall indemnify, defend and hold harmless CITY and its officials, agents and employees from and against any and all claims, losses, suit actions, damages, liabilities, expenditures, or causes of action, including attorney fees, of any kind caused by the performance of the Project Improvements by or on behalf of LICENSEE under this Agreement. LICENSEE acknowledges and agrees that CITY's authorization to occupy, and the benefit it receives from its use of CITY's right-of-way under this Agreement shall serve as consideration for such indemnification.

B. LICENSEE shall be solely responsible and answerable for damages related to all accident or injuries to person or property caused by the performance of the Project Improvements by or on behalf of LICENSEE under this Agreement. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY as provided for in § 768.28, Florida Statutes.

7. INSURANCE.

LICENSEE shall procure at its own cost and expense Comprehensive General Liability Insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit in addition to any other insurance or bond CITY may require, which insurance will protect LICENSEE, CITY, and their officers and employees from any claims for damages to property and for personal injuries, including death, which may arise on said Property during the term of this Agreement and any renewals. The insurance policy shall contain a sixty (60) day

cancellation clause period and a Certificate of Insurance shall be furnished CITY, naming CITY as an additional insured pursuant to this Agreement, said Certificate of Insurance to be approved by CITY's Risk Manager prior to execution of this Agreement. A copy of said Certificate is attached hereto and designated as Exhibit "C."

8. TAXES.

As further consideration of this Agreement, LICENSEE agrees to pay any taxes of whatever nature which may validly be levied against the Project Improvements or pursuant to this Agreement during the continuance of this Agreement.

9. AMENDMENTS.

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

10. SURRENDER UPON TERMINATION.

A. LICENSEE shall peaceably surrender this Agreement and restore the licensed Property to its original condition upon CITY's written notice, as provided for in Section 13, in the event that LICENSEE has failed to maintain the Project Improvements to CITY's reasonable satisfaction or other reasons as provided for in Section 2 of this Agreement.

B. LICENSEE shall remove from the licensed Property, at LICENSEE's own expense, any Project Improvements, fixtures, equipment or other personal property and, thereafter, this Agreement shall be considered abandoned and terminated. Upon completion of LICENSEE's removal, the condition of the Property shall be such that it is safe and not a hazard and in its original condition as reasonably determined by CITY.

11. NONWAIVER.

Failure of CITY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties in writing.

12. TERMINATION.

This Agreement may be terminated by either party with reasonable cause for the reasons described in Section 2 at any time during the term, upon sixty (60) days written notice to the other of its desire to terminate this Agreement. It is expressly understood by the parties that LICENSEE is receiving from CITY a revocable license that may be terminated by CITY due to failure by LICENSEE to maintain the Project Improvements, CITY's need to use the Property for a higher municipal purpose, LICENSEE's use of the Property poses a risk to the public's health, safety or welfare as determined by CITY, or CITY's convenience. LICENSEE shall be solely responsible for any expenses incurred to remove its personal property including equipment, with no right to compensation of any kind from CITY. Where LICENSEE's use poses a risk to the public's health, safety or welfare, LICENSEE shall receive written notice to immediately cease and desist such use and shall promptly remove the Project Improvements as determined by CITY, in CITY's sole discretion.

13. NOTICES.

Any notice or demand under the terms of this Agreement or by any statute or ordinance that must be given or made by a party hereto shall be in writing and shall be given by certified mail to the other party at the address set forth below or to such other address as such party may from time to time designate by notice, except where otherwise provided.

Addresses of the parties are as follows:

FOR CITY: City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, Florida 33061

COPY TO: City Attorney
City of Pompano Beach
Post Office Box 2083
Pompano Beach, Florida 33061

FOR LICENSEE: Duke Realty Limited Partnership
2400 N. Commerce Parkway, Suite 405
Weston, FL 33326

14. MISCELLANEOUS PROVISION.

It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that it is a license, not a lease; that LICENSEE's right to occupy the right-of-way is subordinate to CITY's (or any franchisee of CITY) use of the licensed Property and, should any relocation of any CITY owned utility be necessitated at any time in the future, then LICENSEE shall relocate the Project Improvements, subject to approval of relocation plans by CITY, if practicable, or LICENSEE shall terminate its use of the licensed Property at its own expense.

15. LAWS AND ORDINANCES.

LICENSEE shall observe all laws and ordinances of the city, county, state and federal governing authorities directly relating to the Property's use.

16. RECORDATION OF AGREEMENT.

This Agreement shall be recorded in the Public Records of Broward County, Florida, at LICENSEE's expense, with a copy given to CITY.

17. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

A. This Agreement shall be governed by the laws of the state of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of state and

federal courts located in Florida with respect to claims under this Agreement. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise, but LICENSEE and CITY each waive all rights to sue or collect from the other any damages other than direct damages and each expressly waive benefit of the bargain, punitive, special, exemplary, treble or consequential damages from the other.

C. By entering into this Agreement, the parties expressly waive any rights either party may have to a trial by jury of any litigation related to this Agreement. If a party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other party of violation of this section, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

19. NO THIRD PARTY BENEFICIARIES.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

20. NONDISCRIMINATION.

LICENSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

21. CONTINUITY.

This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

22. PUBLIC RECORDS.

A. CITY is a public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, LICENSEE shall:

1. Keep and maintain public records required by CITY in order to perform the service.
2. Upon request from CITY's custodian of public records, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if LICENSEE does not transfer the records to CITY.
4. Upon completion of this Agreement, transfer, at no cost to CITY, all public records in possession of LICENSEE, or keep and maintain public records required by CITY to perform the service. If LICENSEE transfers all public records to CITY upon completion of this Agreement, LICENSEE shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. If LICENSEE keeps and maintains public records upon completion of this Agreement, LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records in a format that is compatible with the information technology systems of CITY.

B. Failure of LICENSEE to provide the above described public records to CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. FORCE MAJEURE.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be

overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

24. ENTIRE AGREEMENT AND INTERPRETATION.

A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

B. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of one party, and therefore construed against either party.

C. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY
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"CITY":

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

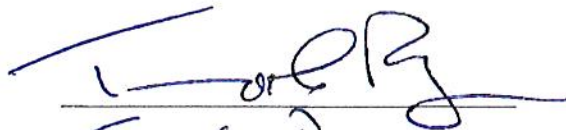
(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

"LICENSEE":

Witnesses:



Timothy Perry
Print Name



ADAM SCHAIBLEY
Print Name

Duke Realty Limited Partnership, an Indiana limited partnership

By: Duke Realty Corporation

By: 

Stephanie Rodriguez
Typed or Printed Name

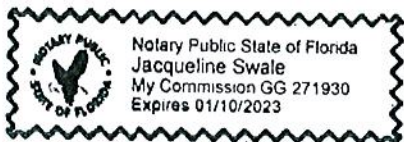
Title: Senior Vice President - Regional

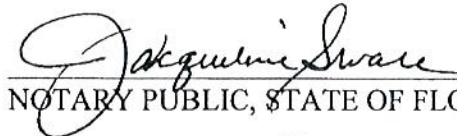
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 22nd day of April, 2021, by Stephanie Rodriguez, Senior Vice President of Duke Realty Corporation. She is personally known to me.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

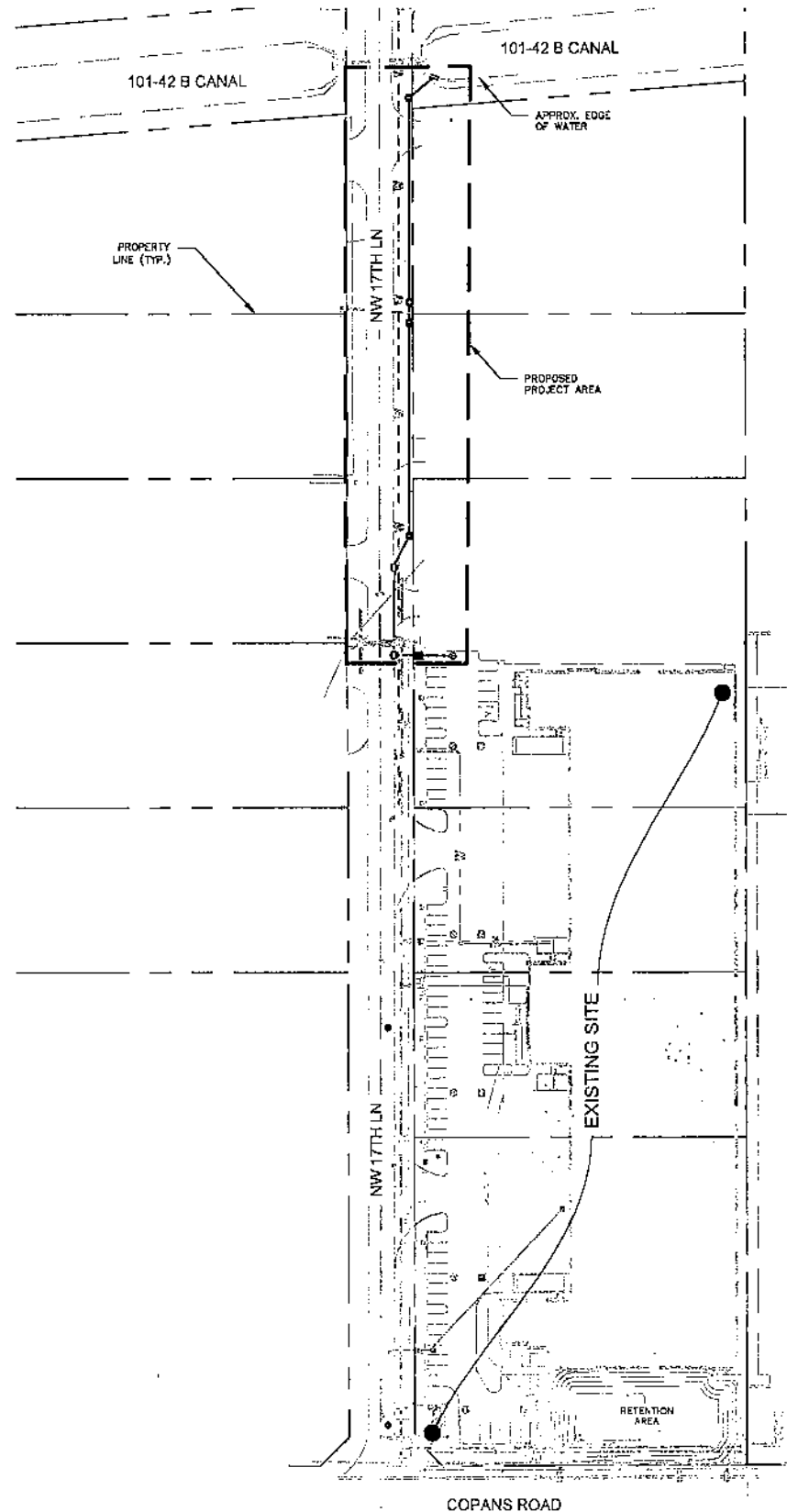
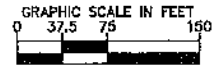
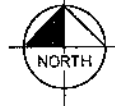
JACQUELINE SWALE
(Name of Acknowledger Typed, Printed or Stamped)

GG271930
Commission Number

JES/jm
9/16/19
L:agr/engr/revocable license template-JES

Exhibit A

ASSOCIATED PLAT NO 2 101-42 B THOROUGHFARE DEDICATED BY PLAT



This document, including all its contents and any attachments, is the property of Kimley-Horn and Associates, Inc. It is to be used only for the specific project and site for which it was prepared. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Kimley-Horn and Associates, Inc.

REVISIONS	DATE	BY

Kimley»Horn
 6201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
 PHONE: 954-635-5100
 WWW.KIMLEY-HORN.COM REGISTRY NO. 656

DUKE COPANS -
 OFFSITE
 IMPROVEMENTS

EXHIBIT - B
 PROJECT LOCATION

NOA PROJECT
DATE
02/15/2021
SHEET NUMBER
EX-B

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Fax: (212) 945-4321, Atlanta.certificate@marsh.com CN102736345-GAWU-21-22 CONS	CONTACT NAME PHONE (Inc. No., Ext.): FAX (A/C, No.): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Travelers Indemnity Co</td> <td style="border: none;">25658</td> </tr> <tr> <td style="border: none;">INSURER B: Travelers Property Casualty Company Of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co	25658	INSURER B: Travelers Property Casualty Company Of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: ATL-034228039-21 **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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AGGREGATE	\$ 25,000,000																				
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5	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9P102123-21-25K UB9P72617A-21-25-R (FL, MN, VA, NJ)	07/01/2021	07/01/2022	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pompano Beach is included as additional insured with respect to General Liability where required by written contract. Duke Indiana Construction Limited Partnership is included as a Named Insured on the captioned policy(ies).
 Richard Swindesz, License Number CGC1520861 as it pertains to work conducted on behalf of the insured. Workers Compensation applies in the State of Florida.

APPROVED

By Danielle Thorpe at 9:35 am, Jul 21, 2021

CERTIFICATE HOLDER *City of Pompano Beach Attn: Contractor Licensing P. O. Drawer 1300 Pompano Beach, FL 33061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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