



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2022
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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 License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Annie Uribe PHONE (A/C, No, Ext): (561) 296-5966 26059 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Annie.Uribe@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : ACE American Insurance Company 22667	
INSURER B : Manufacturers Alliance Insurance Company 36897	
INSURER C : New York Marine & General Insurance Company 16608	
INSURER D : Lloyd's NA	
INSURER E :	
INSURER F :	

INSURED **Sea Diversified, Inc and SDI Marine Construction, LLC**
 160 Congress Park Drive
 Suite 114
 Delray Beach, FL 33445

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHFD38393650010	6/29/2022	6/29/2023	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000							
	MED EXP (Any one person) \$ 25,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$	
								AGGREGATE \$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A			0761676Y	4/20/2022	4/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	C	P&I(vessels)		ML202200002224	6/29/2022	6/29/2023	Liability \$ 1,000,000	
			D	Prof. Liability	XG14658AA001	6/29/2022	6/29/2023	Deductible \$25,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Pompano Beach and Pompano Beach Community Redevelopment Agency are additional insured respects to General Liability if required by written contract per OMD501118 as required by written contract.

APPROVED

By Danielle Thorpe at 4:36 pm, Oct 19, 2022

CERTIFICATE HOLDER City of Pompano Beach and Pompano Beach Community Redevelopment Agency 100 W. Atlantic Blvd RM 276 Pompano Beach, FL 33060	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
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- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- 5. The Policy shall include as additional insureds:
 - a. Additional Insureds any person or organization to whom the Named Insured has agreed by written contract to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such written contract.
 - b. Any entity required by written contract (hereinafter called additional Insured) to be named as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the additional Insured, or acts or omissions of the additional Insured, in connection with their general supervision of "your work" to the extent set forth below:
 - 1. The Limits of Insurance provided on behalf of the additional Insured(s) will not be greater than The Limits of Insurance provided in this policy.
 - 2. Except as provided herein all insuring agreements, exclusions and conditions of this policy apply to such Additional Insured(s).
 - 3. The Insurance provided by us to the additional Insured will not be greater than that required by contract and to the extent that such insurance is more restrictive the terms of the insuring agreements, exclusions and conditions of this policy shall be deemed to be amended accordingly.
 - c. In no event shall Coverages or Limits of Insurance in this policy be increased by such contract.
- 6. This insurance does not apply to:
 - a. "Bodily Injury" or "Property Damage" occurring after:
 - 1. All work on the project (other than service maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
 - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - b. "Bodily Injury" or "Property Damage" arising out of any act, omission or negligence of the additional Insured(s) or any of their employees, other than the general supervision of work performed for the additional Insured(s) by you.
 - c. "Property Damage" to:
 - 1. Property owned, used or occupied by or rented to the additional Insured(s);
 - 2. Property in care, custody or control of the additional Insured(s) or over which the additional Insured(s) are for any purpose exercising physical control; or
 - 3. "Your Work" for the additional Insured(s).
 - d. With respect to Additional Insured(s), who are architects, engineers or surveyors, this insurance does not apply to "Bodily Injury," "Property Damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
 - 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - 2. Supervisory, inspection or engineering services.

G. LIMITS OF INSURANCE

The limits below apply only to Section I, MARINE GENERAL LIABILITY

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The Claims Expenses Limit of Liability is the most we will pay for “claims expenses” under Coverages A and B.
3. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - c. Damages under Coverage B; and
4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
5. Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.
6. Subject to 3. or 4. above, whichever applies, the Each Occurrence Limit it is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all “bodily injury” and “property damage” arising out of any one “occurrence”;
7. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to 6. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.
9. With respect to the Per Project Aggregate Limit, the General Aggregate Limit set forth in the Declarations shall apply separately to each of your projects away from premises owned by or rented to you.
10. The Claims Expenses Limit on the Declarations apply separately to Each Occurrence. The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

H. MARINE GENERAL LIABILITY CLAUSES

1. Cancellation

In the event of cancellation, the insured agrees to furnish the company with an accurate statement of gross receipts for the period from the attachment date of this policy up to and including the date of cancellation, such statement to be the basis for premium adjustment as provided herein. If the policy is subject to a 25% minimum premium, revised Minimum and Deposit Premiums will be calculated as set forth below, and the Earned Premium for the amended Policy Period will be applied against these revised Minimum and Deposit Premiums.

In the event of cancellation by the company, the revised Deposit Premium will be calculated by subtracting the pro rata return premium due from the Deposit Premium set forth in the Declarations.

The revised Minimum Premium will be determined by dividing the Minimum Premium set forth in the Declarations by the Deposit Premium set forth in Declarations and multiplying the resultant fraction unless prohibited by state insurance laws.

In the event of cancellation by the insured, the revised Deposit Premium will be calculated by subtracting the "short-rate return premium" due from the Deposit Premium. In such event, unless modified by specific endorsement, the revised Minimum Premium will be the same as the revised Deposit Premium.

2. Blanket Waiver Of Subrogation

It is agreed that the company waives any rights of subrogation to which it may be entitled if prior to loss the Insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

3. Primary and Non-Contributory By Written Contract

Where required by written contract, it is agreed that this policy shall be primary to any insurance carried by an additional insured, and any insurance carried by such additional insured shall not be called upon to contribute to any claim covered under this policy, provided that the claim arises directly from work performed by the Named Insured or others working directly on behalf of the Named Insured and provided further that the "occurrence" that gives rise to such claim happened subsequent to the execution of the written contract.

4. Premium Adjustment and Reporting

The premium charged for this policy has been calculated at the rate of \$1.80 per \$100.00 of gross receipts during the Policy Period. On or before the 30th day following the expiration of this policy, the insured agrees to submit a report to us containing gross receipts during the Policy Period.

Earned Premium will be calculated at the above rate, and any premium in excess of the Deposit Premium shall be immediately due and payable upon furnishing the aforesaid report. In the event that the Earned Premium is less than the Deposit Premium but more than the Minimum Premium, the company will return the difference between the Deposit Premium and the Earned Premium. In the event that the Earned Premium is less than the Minimum Premium, the Minimum Premium will apply and the company will return the difference (if any) between the Deposit Premium and the Minimum Premium.

5. Sub-Contractor Condition

In consideration of the premium charged, it is hereby a condition of this policy and the Named Insured agrees that in the event that the Named Insured hires any subcontractors that the Named Insured will obtain a Certificate of Insurance from each subcontractor evidencing valid and collectible Comprehensive General Liability Insurance in an amount of not less than \$1,000,000 any one occurrence subject to aggregate limits only where customary.