



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1270917
Solicitation Description: ADDENDUM -2 EQUIPMENT LEASE/RENTAL WITH OPERATOR
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-09-05 14:30	SR 0803 ESR09012300000001159	1

VENDOR
 000000181078
 BECKLEY CRANE & CONSTRUCTION INC

Solicitation Number: ARFQ 0803 DOT2400000011
Total Bid: 0
Response Date: 2023-09-01
Response Time: 10:19:24
Comments:

FOR INFORMATION CONTACT THE BUYER

Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
72141702			

Commodity Line Comments: Unit Price entered for submission requirements - pricing is on the attached pricing page.

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT, A FOR ACTUAL COST



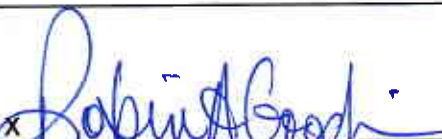
**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1270917			Reason for Modification:
Doc Description: EQUIPMENT LEASE/RENTAL WITH OPERATOR			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-25	2023-09-05 14:30	ARFQ 0803 DOT2400000011	1

BID RECEIVING LOCATION
BUDGET & PROCUREMENT DIVISION OF HIGHWAYS BLDG 5, RM A-317 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

VENDOR
Vendor Customer Code: 000000181078
Vendor Name : Beckley Crane & Construction, Inc.
Address : 151 Stanaford Mine Road
Street :
City : Beckley
State : WV Country : United States Zip : 25801
Principal Contact : Robin A. Goodwin
Vendor Contact Phone: (304) 252-7263 Extension: 3

FOR INFORMATION CONTACT THE BUYER Jerry D Rush 304-414-6683 jerry.d.rush@wv.gov

Vendor Signature 	FEIN# 37-1497270	DATE 09/01/2023
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Equipment Lease/Rental With Operator
ATTACHMENT A PRICING PAGE (ATT A)

Vendor Name: Beckley Crane & Construction, Inc.

Vendor Instructions: Vendor shall mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B if different) for each county pricing set. **Failure to include ATT A and ATT B will result in the disqualification of the affected bid.**

This is a multiple vendor award contract. All qualifying vendor meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 8 of the contract specifications. Estimated quantities are not available.

<input checked="" type="checkbox"/> Boone	<input checked="" type="checkbox"/> Cabell	<input checked="" type="checkbox"/> Calhoun	<input checked="" type="checkbox"/> Doddridge	<input checked="" type="checkbox"/> Berkeley	<input checked="" type="checkbox"/> Brooke	<input checked="" type="checkbox"/> Barbour	<input checked="" type="checkbox"/> Pendleton	<input checked="" type="checkbox"/> Fayette	<input checked="" type="checkbox"/> McDowell
<input checked="" type="checkbox"/> Clay	<input checked="" type="checkbox"/> Lincoln	<input checked="" type="checkbox"/> Jackson	<input checked="" type="checkbox"/> Harrison	<input checked="" type="checkbox"/> Grant	<input checked="" type="checkbox"/> Hancock	<input checked="" type="checkbox"/> Braxton	<input checked="" type="checkbox"/> Pocahontas	<input checked="" type="checkbox"/> Greenbrier	<input checked="" type="checkbox"/> Mercer
<input checked="" type="checkbox"/> Kanawha	<input checked="" type="checkbox"/> Logan	<input checked="" type="checkbox"/> Pleasants	<input checked="" type="checkbox"/> Marion	<input checked="" type="checkbox"/> Hampshire	<input checked="" type="checkbox"/> Marshall	<input checked="" type="checkbox"/> Gilmer	<input checked="" type="checkbox"/> Randolph	<input checked="" type="checkbox"/> Monroe	<input checked="" type="checkbox"/> Raleigh
<input checked="" type="checkbox"/> Mason	<input checked="" type="checkbox"/> Mingo	<input checked="" type="checkbox"/> Ritchie	<input checked="" type="checkbox"/> Monongalia	<input checked="" type="checkbox"/> Hardy	<input checked="" type="checkbox"/> Ohio	<input checked="" type="checkbox"/> Lewis	<input checked="" type="checkbox"/> Tucker	<input checked="" type="checkbox"/> Nicholas	<input checked="" type="checkbox"/> Wyoming
<input checked="" type="checkbox"/> Putnam	<input checked="" type="checkbox"/> Wayne	<input checked="" type="checkbox"/> Roane	<input checked="" type="checkbox"/> Preston	<input checked="" type="checkbox"/> Jefferson	<input checked="" type="checkbox"/> Tyler	<input checked="" type="checkbox"/> Upshur		<input checked="" type="checkbox"/> Summers	
		<input checked="" type="checkbox"/> Wirt	<input checked="" type="checkbox"/> Taylor	<input checked="" type="checkbox"/> Mineral	<input checked="" type="checkbox"/> Wetzell	<input checked="" type="checkbox"/> Webster			
		<input checked="" type="checkbox"/> Wood		<input checked="" type="checkbox"/> Morgan					

Contract Item #	Contract Item Description	Lease/Rental With Operator			Mobilization	
		\$/Day up to 10 hours	\$/Week up to 50 Hours	\$/Month up to 176 Hours	First Mile	Additional Mile
AERIAL TRUCKS						
33	Aerial Bucket Truck - Highway Rated, 45' working height, 1 1/2 man bucket, no CDL required.					
34	Aerial Bucket Truck - Highway Rated, 50' Reach, 43.5' radius, 360 degrees boom rotation.					
35	Aerial Platform Truck - Highway Rated, 40' Reach, 360 degrees Boom Rotation					
36	Aerial Platform Truck - Highway Rated, 55' Boom Length, 360 degrees Boom Rotation, Rear Mounted Turret					
37	Aerial Platform Truck - Highway Rated, 55' Reach, 360 degrees Boom Rotation					
38	Aerial Platform Truck - High Reach, 40 in x 60 in platform, 180 degree platform rotation, ANSI A92.2 compliant.					
39	Aerial Platform Truck - High Reach, 30 in x 54 in platform,					
CRANES						
40	Crawler Crane - 40 ton					
41	Crawler Crane - 70 ton					
42	Crawler Crane - 20 to 34 ton					
43	Crawler Crane - 35 to 75 ton					
44	Crawler Crane - 90 to 109 ton					
45	Truck Mounted Crane - 10 to 14 ton, 18' Bed minimum	1,130	5,085	17,899	4	4
46	Truck Mounted Crane - 15 to 29 ton, 18' Bed minimum	1,530	6,885	24,235	5	5
47	Truck Mounted Crane - 30 to 49 ton, 18' Bed minimum	1,630	7,335	25,819	5	5
48-A	Truck Mounted Crane - 50 to 74 ton, 18' Bed minimum	1,820	8,190	28,829	6	6
48-B	Truck Mounted Crane - 75 to 99 ton, 18' Bed minimum	2,499	11,385	40,075	8	8
48-C	Truck Mounted Crane - 100 to 124 ton, 18' Bed minimum	3,897	19,485	68,587	14	14
48-D	Truck Mounted Crane - 125 to 150 ton, 18' Bed minimum	5,427	27,135	95,515	20	20
49	All Terrain Crane - 35 to 75 ton					
50	All Terrain Crane - 90 to 119 ton					
51	All Terrain Crane - 120 to 149 ton					
52	All Terrain Crane - 150 to 169 ton					
53	Rough Terrain Crane - 15 to 25 ton Hyd.					

**EQUIPMENT LEASE/RENTAL WITH OPERATOR
6624C007
ATT B - Information Form**

Vendor Name: Beckley Crane & Construction, Inc.

Vendor shall identify source locations (physical 911 address) where Contract Items will be provided from upon contract award.

Bids submitted without ATT B will be disqualified.

Please duplicate this page if listing additional source locations.

Vendor Source Location
151 Stanaford Mine Road, Beckley, WV 25801
Vendor Source Location
Vendor Source Location
Vendor Source Location
Vendor Source Location
Vendor Source Location

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2400000011

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Beckley Crane & Construction, Inc.

Company


Authorized Signature

09/01/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT240000014

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

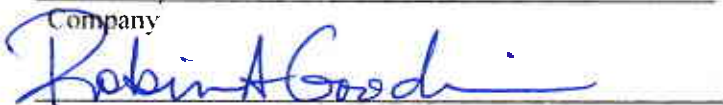
(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Beckley Crane & Construction, Inc.

Company



Authorized Signature

09/01/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robin A. Goodwin Office Manager

(Printed Name and Title)

151 Stanaford Mine Road, Beckley, WV 25801

(Address)

(304) 252-7263 Ext. 3

(Phone Number) / (Fax Number)

rgoodwin@beckleycrane.com


(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Beckley Crane & Construction, Inc.

(Company)



(Signature of Authorized Representative)

Robin A. Goodwin Office Manager

(Printed Name and Title of Authorized Representative)

09/01/2023

(Date)

(304) 252-7263 Ext. 3

(Phone Number) (Fax Number)

Revised 8/24/2023

REQUEST FOR QUOTATION
Equipment Lease/Rental With Operator 6624C007

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response. If Vendor's equipment-stock changes during the contract period, equipment presented by the Vendor to the Agency must match the ADO and meet the parameters specified in the equipment description listed on the pricing pages and shall be subject to the terms and conditions of this contract. Final acceptance of changed equipment for project is at the discretion of the WVDOH.
- 8.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for the purpose of inspecting or providing maintenance to the rental equipment.
- 8.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Robin A. Goodwin
Telephone Number: (304) 252-7263 Ext. 3
Fax Number: _____
Email Address: rgoodwin@beckleycrane.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2023

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 The Hilb Group of West Virginia LLC 3601 MacCorkle Ave, Ste 50 Suite 50 Charleston WV 25304		CONTACT NAME: Kim Moles PHONE (A/C, No, Ext): (304) 926-7400 FAX (A/C, No): (304) 926-7433 E-MAIL ADDRESS: kim.moles@hilbgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Clear Blue Specialty Insurance Co	NAIC # 37745
		INSURER B: Rock Ridge Insurance Company	11089
		INSURER C: PinnaclePoint Insurance Co	15137
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Beckley Crane & Construction Inc, Maynards Real Estate LLC 151 Stanaford Mine Road Beckley WV 25801			

COVERAGES

CERTIFICATE NUMBER: 23-24 GL AL WC XS Rigg

REVISION NUMBER:

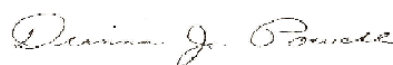
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	Y		AW03-RS-2300315-00	01/24/2023	01/24/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			AW92-RS-2300153-00	01/24/2023	01/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			AW042300187-00	01/24/2023	01/24/2024	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCP7006439	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Broad Form EL
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Riggers Liability			AW03-RS-2300315-00	01/24/2023	01/24/2024	Riggers \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia shall be included as an Additional Insured as respects to the General Liability as respects to operations performed by Beckley Crane & Construction, Inc. on behalf of Certificate Holder as per the written agreement, subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia 1900 Kanawha Blvd., E. Building 5 Charleston WV 25305	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV037792

CLASSIFICATION:

GENERAL BUILDING
EXCAVATION
STEEL ERECTION
SPRINKLER AND FIRE PROTECTION

BECKLEY CRANE & CONST INC
DBA BECKLEY CRANE & CONST INC
151 STANFORD MINE ROAD
BECKLEY, WV 25801

DATE ISSUED

OCTOBER 12, 2022

EXPIRATION DATE

OCTOBER 12, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.