



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

# State of West Virginia Purchase Order

Order Date: 07-28-2025

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CPO 0211 4070 GSD2600000002 1	Change Order No:	Procurement Folder:	1710823
Document Name:	CHILLER ANNEX PAVING PROJECT		Reason for Modification:	
Document Description:	CHILLER ANNEX PAVING PROJECT			
Procurement Type:	Central Purchase Order			
Buyer Name:	Crystal G Hustead			
Telephone:	(304) 558-2402			
Email:	crystal.g.hustead@wv.gov			
Shipping Method:	Best Way		Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid		Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000100380 ASPHALT CONTRACTORS & SITE WORK INC 20 Dickson Dam Rd  Lavalette WV 25535-8722 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Timothy M Lee Requestor Phone: 304-352-5492 Requestor Email: timothy.m.lee@wv.gov  <b>2026</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
GENERAL SERVICES DIVISION DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 11 - CHILLER PLANT 218 CALIFORNIA AVE CHARLESTON WV 25305 US

CR 8-1-25

Total Order Amount: \$136,644.08

Purchasing Division's File Copy

CH 7/28/25

PURCHASING DIVISION AUTHORIZATION DATE: 8/1/25 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 8/4/25 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 8-4-25 ELECTRONIC SIGNATURE ON FILE
---	--	---

**Extended Description:**

THE VENDOR, ASPHALT CONTRACTORS & SITE WORK INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA GENERAL SERVICES DIVISION, INTO A CONTRACT FOR PARKING LOT PREPARATION, ASPHALT PAVING, AND BOLLARD COVER INSTALLATION AT THE CHILLER ANNEX AREA LOCATED BETWEEN 218 CALIFORNIA AVE. AND 314 JEFFERSON ST., CHARLESTON, WV 25305 PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 06/18/2025, ADDENDUM 2 ISSUED 06/25/2025, AND THE VENDOR'S BID DATED 06/30/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72141100	0.00000		0.000000	136644.08
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:** Infrastructure building and surfacing and paving services

**Extended Description:**

Per Specifications

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	11111600	0.00000	TON	49.750000	0.00
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:** Crusher Run (per ton)

**Extended Description:**

Crusher Run per ton

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within forty five (45) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).



**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) Teresa Ray President

(Address) 80 Dickson Dam Road Newmarket WV 25335

(Phone Number) / (Fax Number) 304 697-2510

(email address) mindy@asphaltwork.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Asphalt Contractors & Site Work Inc.  
(Company)

Teresa Ray  
(Signature of Authorized Representative)

Teresa Ray President 6/25/25  
(Printed Name and Title of Authorized Representative) (Date)

304 697 2510  
(Phone Number) (Fax Number)

mindy@asphaltwork.com  
(Email Address)

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. BONDS:** The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**5. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**6. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**8. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.



The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## **9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**10. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Asphalt Contractors & Site Work Inc.

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

## **Chiller Annex Parking Lot Paving**

---

### **GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish a contract for the following:

Parking lot preparation, asphalt paving, and bollard cover installation at the chiller annex area located between 218 California Ave. and 314 Jefferson St., Charleston, WV 25305. General and detailed specifications are in Exhibits B - H and Drawings D1 - D2.

The Vendor shall furnish all materials (including delivery), labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

- 2.1. **“Construction Services”** means providing all labor, materials and equipment necessary to perform the tasks set forth by the PURPOSE AND SCOPE in Section 1, and GENERAL AND SPECIFIC INSTRUCTIONS in Exhibits B - H and Drawings D1 - D2.
- 2.2. **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.3. **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4. **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibits B -H and Drawings D1 - D2, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibits B - H and Drawings D1 - D2, Vendors can obtain copies in accordance with Section 9 of these Specifications.

## **Chiller Annex Parking Lot Paving**

---

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor must have successfully completed at least 3 (three) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
5. **CONTRACT AWARD:** The Contract is intended to provide the Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the

## Chiller Annex Parking Lot Paving

---

official question and answer period.

**9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

**(X) No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibits B - H and Drawings D1 - D2 or any subsequent addenda modifying

**Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be 7a - 7p, M-F excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final

## **Chiller Annex Parking Lot Paving**

---

acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

## Chiller Annex Parking Lot Paving

---

### 12. MISCELLANEOUS:

- 12.1. 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:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



REQUEST FOR QUOTATION  
Chiller Annex Parking Lot Paving

---

**EXHIBIT A - Pricing Page - Revised by Addendum No. 2**

**Provide grading, surface preparation, bollard cover installation, and paving at the chiller plant annex lot.**

**Commodity Line 1: Lump sum for project as detailed in the solicitation documents**

For the sum of: One hundred thirty Six thousand Six hundred forty Four  
(\$ 136,644.08) Four  
08/102

(Show amount in both words and numbers)

**Commodity Line 2: Unit Price for Crusher Run (per ton):**

Forty Nine dollars - seventy five cents  
(\$ 49.75)

(Show amount in both words and numbers)

Asphalt Contractors & Site Work  
**Vendor Name**

[Signature]  
**Authorized Signature**

6/30/25  
**Date**

## Chiller Annex Parking Lot Paving

---

### **EXHIBIT B – PROJECT PLANS**

#### **1. GENERAL REQUIREMENTS/SPECIFICATIONS**

- 1.1. All Construction Services must comply with the specifications in the following Exhibits:

Exhibit C: Photos of Existing Conditions

Exhibit D: Bollard Cover Specifications

Exhibit E: Section 017419 - Construction Waste Management and Disposal

Exhibit F: Section 312000 - Earth Moving

Exhibit G: Section 321216 – Asphalt Paving

Exhibit H: GSD Job Safety Handbook

Drawing D-1: Chiller Annex Grading and Paving Plan

Drawing D-2: Chiller Annex Bollard Cover Locations

- 1.2. The Vendor is responsible for proper drainage with no ponding areas. The Vendor is responsible for verifying all conditions to include dimensions, materials and locations. No existing soil reports are available; therefore, complete verification of existing drainage conditions as well as sublayers and soils were not possible for this RFQ.
2. **DETAILED SPECIFICATIONS:** Chiller Annex Lot - Perform all work in accordance with Exhibits E - H and Drawing D-1. Install bollard covers in accordance with Exhibit D and Drawing D-2.
3. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 3.1. The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to the schedule provided and coordinate through the Agency Project

## **Chiller Annex Parking Lot Paving**

---

Manager.

- 3.2. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of work. The Vendor shall coordinate the schedule around the Agency's work requirements
4. **TRAVEL:** Vendor shall be responsible for all mileage and travel time associated with performance of this contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.
5. **PROJECT SPECIFIC CONDITIONS OF THE WORK**

### **5.1. Limits of Work**

Work areas will be limited to those spaces required for access to the jobsite. The tenant State Agencies or Agency will be responsible for clearing work areas of furniture and property prior to work commencement per the work schedule.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access. Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

### **5.2. Contractor Visitor Badges**

Contractor shall provide a list of all personnel working on this project within the building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

### **5.3. Work Restrictions**

Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

## **Chiller Annex Parking Lot Paving**

---

This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows, or outdoor air intakes.

### **5.4. Parking**

Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

### **5.5. Workmanship**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb, and square, as applicable. Contractor shall verify all dimensions.

### **5.6. General Services Division Jobsite Safety Handbook**

Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed, and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit H).

### **5.7. Warranty**

A one-year warranty on labor is required.

CHILLER ANNEX LOT - PHOTOS OF EXISTING CONDITIONS  
Exhibit C

**PHOTO 1 – VIEWING SOUTH TO NORTH FROM HINGED GATE ENTRY**



**PHOTO 2 – VIEWING WEST FROM HINGED GATE ENTRY**





CHILLER ANNEX LOT - PHOTOS OF EXISTING CONDITIONS  
Exhibit C

**PHOTO 3 – VIEWING WEST FROM HINGED GATE ENTRY**



**PHOTO 4 – VIEWING WEST FROM ANNEX BUILDING**



CHILLER ANNEX LOT - PHOTOS OF EXISTING CONDITIONS  
Exhibit C

**PHOTO 5 – VIEWING NORTH FROM ANNEX BUILDING**



**PHOTO 6 – VIEWING EAST FROM NORTH SIDE OF ANNEX BUILDING**





CHILLER ANNEX LOT - PHOTOS OF EXISTING CONDITIONS  
Exhibit C

**PHOTO 7 – VIEWING SOUTH FROM THE NORTH SIDE OF THE GENERATORS**



**PHOTO 8 – VIEWING WEST FROM SOUTH SIDE OF GENERATORS**





CHILLER ANNEX LOT - PHOTOS OF EXISTING CONDITIONS  
Exhibit C

**PHOTO 9 – VIEWING NORTH FROM WEST SIDE OF SLIDING GATE**

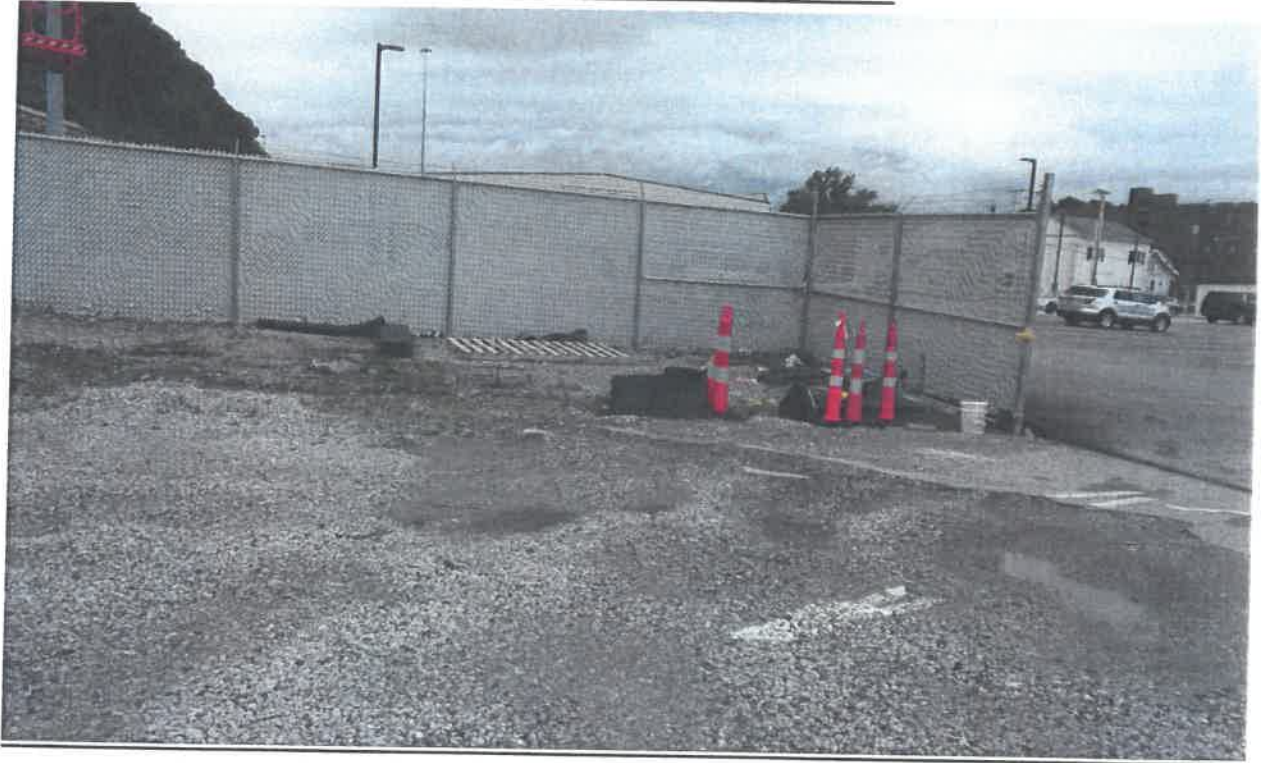


**PHOTO 10 – VIEWING NORTH FROM WEST SIDE OF SLIDING GATE**

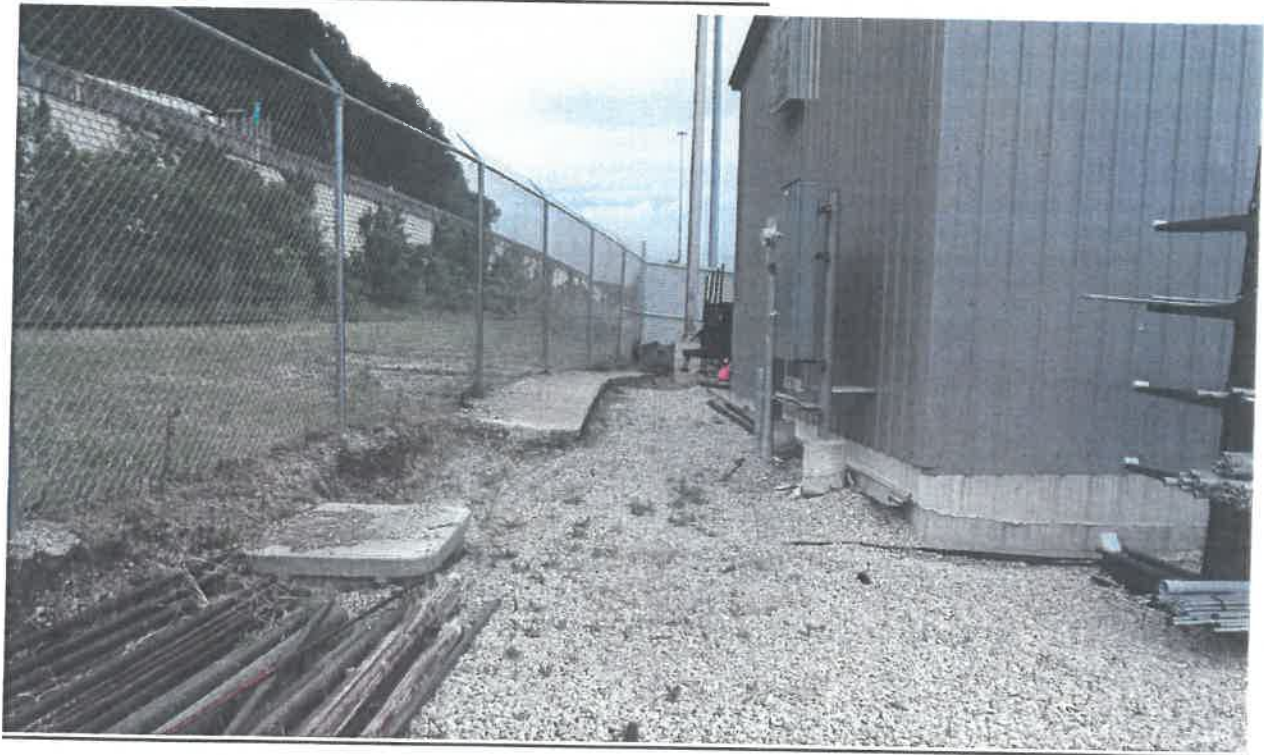


CHILLER ANNEX LOT - PHOTOS OF EXISTING CONDITIONS  
Exhibit C

**PHOTO 11 – VIEWING WEST FROM SOUTH SIDE OF SHOP**



**PHOTO 12 – NORTHERN VIEW OF REAR OF SHOP**





## EXHIBIT D - BOLLARD COVER SPECIFICATIONS



Bollard covers will be Post Guard plastic sleeves (or equivalent), yellow in color, with two reflective red strips at the top. Covers will be sized to cover bollards in both 4" and 6" sizes as noted in drawing D2.

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous demolition waste.
  - 2. Disposing of nonhazardous demolition and construction waste.

#### 1.2 DEFINITIONS

- A. Demolition Waste: Site improvement materials resulting from demolition or selective demolition operations.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

#### 1.3 QUALITY ASSURANCE

- A. Waste Management Plan Conference: Conduct conference at Project site with owner representative.

### PART 2 - EXECUTION

#### 2.1 PLAN IMPLEMENTATION

- A. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

#### 2.2 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

2.3 DISPOSAL OF WASTE

A. General: Except for items or materials to be recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 312000 - EARTH MOVING

### PART 1- GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Preparing subgrades for asphalt and concrete paving.
2. Excavating and backfilling for asphalt and concrete paving.
3. Sub-base course and base course for asphalt and concrete paving.

#### 1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
1. Final Backfill: Backfill placed over initial backfill.
- B. Base Course: Aggregate layer placed between the sub-base course and hot-mix asphalt or concrete paving.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by GSD Project Manager, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Sub-base Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement.
- H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, drainage course, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.3 QUALITY ASSURANCE

- A. Pre-excavation Conference: Conduct conference at State of West Virginia Building 4, located at 112 Californial Ave., Charleston, West Virginia 25305 .

### 1.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for the area where the Project is located before beginning earth moving operations.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
1. Unsatisfactory soils include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- B. Sub-base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- F. Drainage Course: Narrowly graded mixture of [washed] crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.3 SUBGRADE INSPECTION

- A. Proof-roll or tamp subgrade below the existing depressions in the parking lot. Do not proof-roll or tamp wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.4 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from the edge of excavations.

### 3.5 TRENCH BACKFILL

- A. Not applicable for this project.



### 3.6 SOIL FILL

- A. Place and compact fill material in layers to required elevations as follows:
  - 1. Under walks and pavements, use satisfactory soil material.
- B. Other soil materials, such as a drainage course or subbase or base courses, may still be required over fill.

### 3.7 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.8 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.

### 3.9 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Pavements: Plus or minus 1/2 inch (13 mm).

### 3.10 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place sub-base course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place sub-base course and base course under pavements and walks as follows:
  - 1. Shape sub-base course and base course to required crown elevations and cross-slope grades.
  - 2. Place sub-base course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
  - 3. Compact sub-base course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

### 3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

Chiller Annex Parking Lot Paving

---

Exhibit F

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

## **SECTION 321216 - ASPHALT PAVING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

##### **A. Section Includes:**

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt overlay.

##### **B. Related Requirements:**

1. Section 017419 - Construction Waste Management and Disposal
2. Section 321723 - Pavement Markings

#### **1.2 PREINSTALLATION MEETINGS**

- A. Pre-installation Conference: Conduct conference at State of West Virginia Building 4, located at 112 California Ave., Charleston, West Virginia 25305 .

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

##### **B. LEED Submittals:**

1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and pre-consumer recycled content. Include a statement indicating cost for each product having recycled content.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Material Certificates: For each paving material. Include the statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer approved by the West Virginia DOT.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of West Virginia DOT for asphalt paving work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

## PART 2 - PRODUCTS

### 2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

### 2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Tack Coat: ASTM D 977 emulsified asphalt, or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

### 2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

Exhibit G

2.4 MIXES

A. Recycled Content of Hot-Mix Asphalt: Post Consumer recycled content plus one-half of pre-consumer recycled content not less than 10 percent or more than 15 percent by weight.

1. Surface Course Limit: Recycled content no more than 10 percent by weight.

B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.1 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

1. Mill to a depth of 2 inches.

2. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

3.2 PATCHING

A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new subgrade.

B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.

2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

C. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

### 3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that the prepared subgrade is ready to receive paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- D. Tack Coat: Apply uniformly and entirely to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and 2" thickness when compacted.
  - 1. Spread mix at a minimum temperature of 250 deg F.
  - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in the paving course behind the paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth the surface.

### 3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with the same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.

4. Construct transverse joints at each point where the paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

### 3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.

- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

- E. Edge Shaping: While the surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.7 ASPHALT CURBS

- A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless the pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F.

1. Asphalt Mix: Same as pavement surface-course mix.



Exhibit G

B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

### 3.8 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

### 3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

### 3.10 WASTE HANDLING

A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

# Jobsite Safety Handbook

For

**Department of Administration (DOA)**

**General Services Division (GSD)**

**1900 Kanawha Blvd. East  
Building 1, Room MB12  
Charleston, WV 25305**

**THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION  
PROJECTS AND/OR CONTRACTOR WORKSITES**

**EMERGENCY CONTACTS:**

Project Manager:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency Services #: \_\_\_\_\_

**GSD Safety Section:**

Jonathan R. Trout 304-352-5522 Work, 304-205-2721 Mobile

Senior Safety & Environmental Coordinator

Aaron S. Rollins 304-352-5523 Work – 304-380-1969 Mobile

Occupational Safety & Health Coordinator

## TABLE OF CONTENTS

### Jobsite Safety Handbook

1. Building Alarms .....	2
2. Personal Protective Equipment .....	2
3. Housekeeping and Access Around Site .....	2
4. Stairs and Ladders .....	2
5. Scaffolds and Other Work Platforms .....	3
6. Fall Protection .....	3
7. Excavation and Trenching .....	4
8. Tools and Equipment .....	5
9. Vehicles and Mobile Equipment .....	5
10. Electrical .....	5
11. Fire Prevention .....	5
12. Hot Work Permit requirements .....	6
13. Chemical Hazards .....	7
14. Confined Spaces .....	7
15. Lock-Out/Tag-Out .....	8
16. SOP 2.11 .....	9
17. Hot Work Permit .....	19

# **JOBSITE SAFETY HANDBOOK**

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook.

**General Safety:** All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

GSD safety and health procedures are available for review 24/7 in the main Capitol building basement, MB-69.

## **1. BUILDING ALARMS**

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

## **2. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

All contractors working on GSD projects are required to follow OSHA PPE regulations.

## **3. HOUSEKEEPING AND ACCESS AROUND SITE**

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

## **4. STAIRS AND LADDERS**

- All stairs are to be equipped with standard handrails.

- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

## **5. SCAFFOLDS AND OTHER WORK PLATFORMS**

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a midrail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

## **6. FALL PROTECTION**

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

### **Guarding:**

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toeboards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems much comply with OSHA guidance.

## **7. EXCAVATION AND TRENCHING**

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting the local utility locating service before digging.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.

- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris is being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

## **8. TOOLS AND EQUIPMENT**

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Provide training for workers before pneumatic or powder-actuated tools are used.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to the manufacturer's instructions.

## **9. VEHICLES AND MOBILE EQUIPMENT**

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tagline to control materials moved by a crane.

## **10. ELECTRICAL**

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved for exterior use (no internal junction boxes).

## **11. FIRE PREVENTION**

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).
- Provide one fire extinguisher within 100 feet of Trade Partners & Employees for each 3000 square feet of building.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids)
- Provide one fire extinguisher within 100 feet of Trade Partners & Employees for each 3000 square feet of building.

## **12. HOT WORK PERMITS**

Contractors and their Subcontractors, and employees shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that created combustible temperatures, or performs any work that could result in a fire hazard. Owner representative will review the work area and issue a hot work permit prior to contractor commencing work. Note that the contractor and sub's as well employees must follow OSHA Standard 1910.252, specifically tailored to welding, cutting, grinding and brazing operations and GSD standard operating procedures SOP 2.11. Note. see SOP 2.11 and hot work permit attached.

- Use hot work permits when conducting work that may lead to a fire, explosion or release. Such permits may be needed when:
  - Close by or near to flammable or combustible equipment with an open flame
  - Welding,
  - Burning,
  - Hot tapping,
  - Grinding,
  - Near equipment capable of generating a spark
- A Fire Watch needs to understand how to:
  - Watch for fire,
  - Sound an alarm,
  - Use a fire extinguisher properly,
  - Watch for slag or sparks that may result in a fire or injure nearby workers.
- Assure those involved are authorized, trained and competent.
- Periodically monitor hot work for compliance with permit requirements.

Reference OSHA Part Number:1910

Part Number Title:Occupational Safety and Health Standards



Subpart:1910 Subpart Q

Subpart Title:Welding, Cutting and Brazing

Standard Number: 1910.252

Title: General requirements.

GPO Source: e-CFR

### 13. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

### 14. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

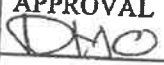
Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

## **15. LOCK-OUT/TAG-OUT**

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL 
		PAGE 1 OF 10

**A.**

### **Purpose and Scope**

The purpose of this procedure is to establish minimum guidelines to ensure the safety and health of personnel and prevent fires resulting from temporary operations involving hot work. This includes, but is not limited to welding, torch-cutting, soldering, and brazing. This program will require the issuance of a "Hot Work Permit" before beginning hot work. This procedure applies to West Virginia State Government employees and contractors who perform or supervise hot work activities in existing buildings, new construction in existing buildings, and new construction attached to existing buildings. It also applies to new construction, once the building has been "enclosed".

This procedure does not apply to areas that are specifically designed and equipped for such operations, e.g. welding stations at the craft shops including the Chiller Plant. Questions regarding applicability of this procedure should be directed to the Office of Environmental Health and Safety.

Contractors must have a hot work procedure that conforms to all OSHA regulatory requirements, including a fire watch while performing hot work on West Virginia State Government property.

### **2.0 References**

- 2.1 OSHA 29CFR 1910.252: Fire Prevention and Protection
- 2.2 OSHA 1910.252 – Welding, Cutting, and Brazing
- 2.3 OSHA 1926.352 – Fire Prevention
- 2.4 NFPA 51B – Fire Prevention in Use of Cutting and Welding Processes

### **3.0 Attachments**

- 3.1 Attachment 1: Hot Work Permit

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 2 OF 10

#### 4.0 Definitions

- 4.1 Arc welding is a welding process where similar materials are joined with a heating process caused by an electric arc.
- 4.2 Brazing is a process intended to permanently join two or more metals/materials together to form a single assembly by heating them in the presence of a filler metal that begins to melt above 450° C (840° F).
- 4.3 Cutting is to separate metals by using any gas, electric arc or flammable, or combination thereof.
- 4.4 Grinding is to crush, pulverize, or reduce to powder by friction, especially by rubbing between two hard surfaces.
- 4.5 Fire watch A person assigned to watch for fires resulting from hot work.
- 4.6 Hot Work Spark/fire producing activities to include welding, torch cutting, brazing, torch soldering that are not performed within the parameters of a controlled environment, e.g. shop area that is designed / equipped for these types of activities.
- 4.7 Non-fire causing work is work which may interfere with fire protection systems but does not have the potential to start a fire. Some examples include dust generating work (e.g., sanding) or steam generating work.
- 4.8 Non-torch operation is all other hot work operations other than defined Torch Operations.
- 4.9 Soldering is to unite (metallic surfaces or edges) by the intervention of a more fusible metal or metallic alloy applied when melted; to join by means of metallic cement.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 3 OF 10

4.10 Torch operation is a hot work operation where flammable gases are mixed with an oxidizer to create a flame (e.g., oxy-acetylene.)

4.11 Welding is a process that joins metals by heating them to a melting point and allowing them to fuse or flow together, sometimes with an intermediate or filler metal having a high melting point.

## **B.**

### **PROCEDURE**

Everyone working with hot work has certain responsibilities. It is very important that every individual is familiar with his/her responsibilities.

#### 4.12 Environmental Health and Safety Office

4.12.1 Review and update the West Virginia Capitol Hot Work Procedure to conform to current CFR standards.

4.12.2 Monitor compliance with standards set forth in the program by periodic inspections.

4.12.3 Assist Supervisors by providing training as set forth in procedure.

#### 4.13 Project Managers

4.13.1 Oversee contractor work activities.

#### 4.14 Supervisors

4.14.1 Ensure that affected employees comply with requirements established within this procedure.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 4 OF 10

4.14.2 Approve hot work activities via issuing the Hot Work Permit.

4.14.3 Identify "designated shop areas" where physical fire prevention measures are in place to prevent inadvertent fire, and therefore a hot work permit process is not warranted.

4.14.4 Ensure that personnel are appropriately trained to fulfill their assigned duties during hot work operations.

4.15 Employees

4.15.1 Complete adherence to the requirements of this program and successful completion of all required training.

4.15.2 Obtain a hot work permit prior to starting work.

4.15.3 Ensure that all cutting and welding equipment is in satisfactory condition and in good repair.

4.15.4 Ensure that work being performed is within the scope of the permit and that all precautionary measures listed on the permit are in effect.

4.16 Fire Watch

4.16.1 Evaluate the worksite and planned hot work operations for potential fire hazards as required in the hot work permit.

4.16.2 Inspect the area where hot work is planned to take place, ensuring that all necessary precautions have been taken to prevent the possibility of fire.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 5 OF 10

4.16.3 Observe hot work-in-progress to ensure that all fire protection measures are in place.

4.16.4 Ensure fire extinguishing equipment is at the location where hot work is being performed.

4.16.5 Understand the alarm procedures in the facility in case of an uncontrolled fire.

4.16.6 Inspect the area for 30 minutes after hot work to ensure that no potential for fire exists.

4.16.7 Close out the hot work permit and return it to the supervisor/foreman for filing.

## 5.0 Training

All departmental personnel are to receive "awareness level" training on the general rules associated with this procedure.

### 5.1 Awareness training consists of:

5.1.1 The purpose of the Hot Work Procedure.

5.1.2 What activities are considered hot work and when a fire watch is necessary.

5.1.3 General precautions related to fire protection for those engaged in hot work.

5.1.4 Awareness training is required annually along with additional training requirements for those acting as Fire Watches.

### 5.2 Fire Watch training consists of:



GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 6 OF 10

5.2.1 Specific responsibilities as outlined in this procedure.

5.2.2 Training on the use of fire protection equipment.

5.2.3 General precautions on work locations, safe distances, openings, and cracks in surfaces in hot work area.

5.2.4 Hands-on training of fire extinguishing equipment is to be conducted every three years and general fire extinguisher (classroom) training every year.

5.3 Personnel engaged in hot work activities are to be trained on the safe work procedures/practices associated with specific hot work activities, e.g. welding, burning, etc.

5.4 Training documentation is to be maintained by each department for a minimum of 5 years.

## 6.0 Procedures

### 6.1 General Requirements

6.1.1 A Hot Work Permit (Attachment 1) is required for all hot work as defined in section 4.0. (The supervisor/foreman is responsible for completion and issuance of hot work permits.)

6.1.2 A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.1.3 The permit must have all informational data on the top of the form and the pre-work checklist completed and signed by the attending fire watch prior to commencement of work.

<b>GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE</b>	<b>SOP NUMBER</b>	<b>EFFECTIVE DATE</b>
	<b>2.11</b>	November 1, 2007
<b>TITLE: HOT WORK PERMIT AND PROCEDURES</b>		<b>APPROVAL</b>
		<b>PAGE 7 OF 10</b>

- 6.1.4 The hot work permit must be posted at the location of the work being performed during the entire time hot work is being conducted.
- 6.1.5 The permit may only be issued for a period not to exceed five business days.
- 6.1.6 The person performing the hot work cannot act as a fire watch at the same time.
- 6.1.7 Openings or cracks in walls, floors, or ducts within 35 feet of the hot work area must be tightly covered to prevent the passage of sparks to adjacent areas.
- 6.1.8 Ventilation systems that might carry sparks to distant combustibles must be protected or shut off.
- 6.1.9 Combustible floors (except wood on concrete) must be kept wet, covered with damp sand, or protected by fire-resistant shields.
- 6.1.10 If hot work is to be performed on a metal wall, partition, ceiling, or roof, precautions must be taken to prevent ignition of combustibles on the other side.
- 6.1.11 Where possible, the work should be moved to a remote location, where there will not be a chance of setting a fire. If the work cannot be moved, combustibles should be taken a safe distance away (at least 35 feet) or the combustibles must be properly shielded from ignition sources.
- 6.1.12 A fully charged and operable fire extinguisher, appropriate for the type of possible fire, must be available at the work area.

<b>GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE</b>	<b>SOP NUMBER</b>	<b>EFFECTIVE DATE</b>
	2.11	November 1, 2007
<b>TITLE : HOT WORK PERMIT AND PROCEDURES</b>		<b>APPROVAL</b>
		PAGE 8 OF 10

6.1.13 All personnel (employees, contractors, building occupants) and facilities must be suitably protected against hazards generated by the work.

6.1.14 All personnel performing hot work must use the appropriate Personal Protective Equipment.

6.1.15 After the hot work is complete, the fire watch must remain at the work site for 30 minutes.

6.1.16 After the Fire Watch performs his post-hot work inspection, he/she is to sign the bottom of the form and return it to the responsible supervisor.

6.1.17 When hot work is conducted in a confine space, the confine space will be changed to a permit required confined space unless prior approval is given from the Environmental Health and Safety Office.

6.1.18 All hot work permits are to be maintained on file in the supervisor's office for a period of one year.

## 6.2 Hot Work Permit Instruction

A Hot Work Permit is required whenever welding or cutting is performed outside of designated approved areas [Note: Contractors are not required to utilize a Hot Work permit, but some form of written authorization is recommended.]

### 6.2.1 Part 1

6.2.1.1 The supervisor will complete and retain Part 1 authorizing the hot work.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 9 OF 10

NOTE: If a hot work permit is required at a job site, the supervisor approval may be provided via radio. The individual performing the hot work must print the supervisors name followed by "*Via Radio*" in the authorization section. (e.g. John Smith/Via Radio)

6.2.1.2 The supervisor is to check (✓) all applicable "REQUIRED PRECAUTIONS" on the right side of the permit.

6.2.1.3 Part 2 is given to the person performing the hot work.

#### 6.2.2 Part 2

6.2.2.1 The employee performing the work will inspect the work area and determine if a fire watch is necessary.

NOTE: A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.2.2.2 If a fire watch is deemed not necessary, the individual performing the work will fill out Part 2 of the Hot Work Permit and print "N/A" over the "FIRE WATCH/HOT WORK AREA MONITORING" section, followed by his/her initials.

6.2.2.3 Once work is completed, the Hot Work Permit is returned to the supervisor.

6.2.2.4 If a fire watch is necessary, the supervisor must be notified and a fire watch assigned to the work area.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 10 OF 10

6.2.2.5 The fire watch will fill out the REQUIRED PRECAUTIONS CHECKLIST and sign the FIRE WATCH SIGNOFF section.

6.2.2.6 Thirty minutes after the hot work is completed, the fire watch will conduct a final check of the area and sign the FINAL CHECK-UP section.

6.2.2.7 After the Hot Work Permit is completed, it is to be returned to the supervisor for filing.

**D.**

**POSTING**

- 7.1 Employees and Contractor's Representatives are responsible for the completion, posting or presentation of a fully approved Hot Work Permit (attachment 1.)

**GENERAL SERVICES HOT-WORK PERMIT**  
**Applies Only to Area Specified Below**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Building: \_\_\_\_\_ Floor: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

The above location has been examined; the precautions checked below have been taken to prevent fire.

**Precautions**

The supervisor must inspect the proposed work area and check precautions to prevent fire.

**General Precautions**

- ☐ Sprinklers and/or fire host in service
- ☐ Cutting and welding equipment in good repair
- ☐ Area supervisor notified

**Precautions within 35 Feet of Work**

- ☐ Floors swept clean of combustibles
- ☐ Combustible floors wet down, covered with damp sand, metal, or fireproof sheets
- ☐ No combustible materials or flammable liquids
- ☐ Combustibles and flammable liquids protected with fire-proof tarpaulins or metal shields
- ☐ All wall and floor openings covered
- ☐ Fireproof tarpaulins suspended beneath work to collect sparks and protect pedestrians

**Work on Walls or Ceilings**

- ☐ Construction noncombustible and without combustible covering or insulation
- ☐ Combustibles moved away from opposite side

## Work on Enclosed Equipment

Page 2 of 2

- ☐ Equipment cleaned of all combustibles
- ☐ Containers purged of flammable vapors
- ☐ adequate air flow through enclosed equipment to be provided while cutting and welding is done

### Fire watch

- ☐ To be provided during and for 30 minutes after operation
- ☐ Supplied with extinguishers or small hose
- ☐ Trained in use of equipment and in sounding alarms

I have personally examined the above and certify that the checked precautions have been taken.

Signed: \_\_\_\_\_ (Contractor Performing Work)

Signed: \_\_\_\_\_ (Safety)

Signed: \_\_\_\_\_ (O&M Manager)

### Permission is granted for this Work

Permit Expires on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_: \_\_\_\_ AM/PM

Signed: \_\_\_\_\_ (Area Supervisor)

Time Started: \_\_\_\_ : \_\_\_\_ AM/PM \_\_\_\_ : \_\_\_\_ AM/PM

### Final Check-Up

Work area and all adjacent areas to which sparks and heat might have spread ( such as floors above and below and on opposite sides of walls were inspected for at least 30 minutes after the work was completed and were found fire safe.

Signed: \_\_\_\_\_ (Contractor Performing Work)

***After signing, return permit to person who issued it.***





