

**CODIFIED ORDINANCES
OF THE
CITY OF WHEELING,
WEST VIRGINIA**

Complete to October 2020



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH
OFFICE OF ENVIRONMENTAL HEALTH SERVICES

Jim Justice
Governor

Bill J. Crouch
Cabinet Secretary

MEMORANDUM

To: All West Virginia Licensed Asbestos Abatement Contractors, Licensed Demolition Contractors, City/County Building Code Officials

From: Herb Hilleary
Asbestos Program Chief

Date: August 29, 2017

RE: Asbestos Requirements for Structures to be Demolished

This memo is to serve as a reminder that the State of West Virginia has rules and regulations governing asbestos containing materials; State Code of West Virginia (Chapter 16, Article 32) and the Legislative Rules (Title 64, Series 63). In particular, we would like to remind you of the requirements for inspecting man-made structures for the presence of asbestos by a licensed asbestos inspector prior to any renovation or demolition activities (64-63-6, section 10.4a).

There is also a requirement for air clearance monitoring following an asbestos abatement project in structures that are to be re-occupied. When a structure is not going to be re-occupied and is to be demolished following the abatement, the legislative rules, 64-63-6, section 6.3 states, "air clearance monitoring is not required when the structure is scheduled for IMMEDIATE demolition". Our policy, and our attorney's opinion, is that immediate means within 24 hours of completion of the asbestos abatement. If demolition takes place more than 24 hours after abatement completion or if there is any question regarding the time of the demolition, then air clearances will be required. In a structure where air clearance monitoring has not been conducted, the structure must be kept secured to prevent unauthorized entry/occupancy of the structure during the 24 hour time period between abatement completion and commencement of demolition.

There have been several instances lately where structures scheduled for demolition, in which asbestos abatement activities have been conducted, have been left standing for months. This does not meet the definition of immediate. In addition, these structures have not been secured; allowing vagrants and others to have access to these structures that have not been cleared for re-occupancy.

If we find structures where abatement occurred but demolition did not occur in 24 hours, we will be sending a notice of violation and an order to keep the structure secure. Repeat offenders may be subject to fines.

If you have questions or concerns, please don't hesitate to call me at 304-356-4274.

350 Capitol Street, Room 313
Charleston, West Virginia 25301-3713
Telephone: (304) 558-2981

ARTICLE 729
House Razers

729.01 License required.	729.03 Bond.
729.02 License fee.	729.04 Permit required.

CROSS REFERENCES

Unnecessary noises - see GEN. OFF. 509.05
Destruction of property - see GEN. OFF. 533.06

729.01 LICENSE REQUIRED.

An annual license is required for the privilege of razing or demolishing houses or other businesses and structures.
(Ord. 2564. Passed 6-3-58.)

729.02 LICENSE FEE.

The license fee for the privilege of razing or demolishing a house or other business or structure shall be fifty dollars (\$50.00). The fee may be prorated upon a quarterly basis where the privilege here considered is not exercised for a period in excess of three months.
(Ord. 2564. Passed 6-3-58.)

729.03 BOND.

No license or permit shall be issued until a bond in the penal sum of ten thousand dollars (\$10,000), so as to save the City against loss as the result of injury to the person or property of a third person, has been delivered to the Licensing Officer.
(Ord. 6010. Passed 7-13-76.)

729.04 PERMIT REQUIRED.

Any owner wishing to raze or demolish his own house or other business structure without securing a license and paying a license fee may do so upon securing a permit from the Licensing Officer, and delivering a bond as required in Section 729.03. (Ord. 6010. Passed 7-13-76.)

SECTION 3303 DEMOLITION

3303.1 Construction documents.

Construction documents and a schedule for demolition must be submitted when required by the building official. When such information is required, no work shall be done until such construction documents or schedule, or both, are approved.

◇ Some processes, methods and materials used during demolition can cause damage to adjoining property and increase the risk of injury to the general public. As such, this section indicates that the building official can request: verification that structural stability of existing buildings on the same lot or adjacent properties is maintained and not compromised; to know the materials and equipment necessary to perform the demolition involved; the timetable in which certain demolition activities will be performed; details to establish if the general public and adjoining property are exposed to any unfamiliar or greater hazard than normal; special inspection reports made by qualified firms, agencies or individuals; qualifications of the laborers involved in the operation, handling and removal of demolition equipment and materials; verification that any federal, state or local statute is followed, etc. Note that the building official must grant approval for any additional information requested before demolition can be started.

3303.2 Pedestrian protection. The work of demolishing any building shall not be commenced until pedestrian protection is in place as required by this chapter.

◇ Demolition must not be stated until all of the necessary precautions are taken to protect the general public as indicated throughout this chapter.

3303.3 Means of egress. A party wall balcony or horizontal exist shall not be destroyed unless and until a substituted means of egress has been provided and approved.

◇ The exits provide through a party wall must be maintained operational and usable during demolition; however, based upon the extent of work, an alternative means of egress through a party wall is only permitted when approved by the authority having jurisdiction.

3303.4 Vacant lot. Where a structure has been demolished or removed, the vacant lot shall be filled and maintained to the existing grade or in accordance with the ordinances of the jurisdiction having authority.

◇ A demolition site must be restored if additional building construction or demolition operations are not scheduled to take place. The site must be filled and graded to the level of the surrounding site or maintained in accordance with local or state statutes, which may set forth other or additional grading requirements, such as provisions for elevations, drainage and flood control.

The time frame imposed or stipulated to abate an imminent hazard created by a vacant lot is subject to the building official. In addition, footings, foundations, basement walls and floors must be removed when building official determines that a threat is posed to human life of the public welfare of

if any portion of the foundation system prevents proper grading from being done.

3303.5 Water accumulation. Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.

◇ A vacant lot must be graded in accordance with Section 3303.4 in such a way that water is prevented from ponding and causing damage to structures on the premises or adjacent properties, particularly foundation systems and building elements in contact with the ground. Footings, foundations, basement wall or floors must be removed if this drainage is prevented.

3303.6 Utility connections. Service utility connections shall be discontinued and capped in accordance with the approved rules and the requirements of the authority having jurisdiction.

◇ The procedures for disconnecting and abandoning utility connections in a safe and satisfactory manner must be in accordance with local, state and federal statutes. Utility providers, such as electrical, telephone, water, gas or sewer, often recommend or require notification and have certain guidelines to follow.

A related aspect is the precaution to investigate for any on-site underground obstructions, such as utility service lines and buried oil and gasoline or septic tanks. If the temporary use of some existing service, such as electricity or water, is requested during the demolition project, then temporary permits must be obtained with the appropriate stipulations, including any rerouting or protection requirements from the appropriate authority.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
SAMPLE CERTIFICATE OF INSURANCE	E-MAIL:	
	ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
ABC Company, Inc. Main Street Wheeling WV 26003	NAIC #	

COVERAGES CERTIFICATE NUMBER: CL197802690 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER Varies	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Includes WV Broad Form, Employers Liability Section 2374-2 of WV Code			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Wheeling, WV Included as Additional Insured with Waiver of Subrogation and primary and non-contributory language on all policies except Workers Compensation. Workers Compensation to include Waiver of Subrogation

It is understood and agreed that any insurance carried by the named additional insured(s) is excess and in no way contributory or quota share.

CERTIFICATE HOLDER	CANCELLATION
City of Wheeling, et al 1500 Chapline Street Wheeling WV 26003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

CITY OF WHEELING



CITY COUNTY BUILDING
1500 CHAPLINE STREET
WHEELING, WEST VIRGINIA 26003

BUILDING & PLANNING DEPARTMENT
Phone (304) 234-3601 | Fax (304) 234-3899

Demolition Utility Disconnect Sheet

The ICC International Building Code, Section 3303, Demolition, states that a demolition permit cannot be obtained until the owner or agent receives a release from all utility companies stating that their respective service connection and appurtenant equipment have been removed or sealed or plugged in a safe manner.

Therefore, before this office can issue a demolition permit, the following form must be filled out and returned to the Building Inspection Office.

Job Site: _____

Date: _____

General Contractor: _____

UTILITY		DATE DISCONNECTED
Water Distribution, 9 Armory Drive	(F) 304-234-3837 (P) 304-234-3849	_____
Water Commercial, Room 112	(F) 304-234-3721 (P) 304-234-3762	_____
Electric, To request a sign off for demolition please contact wheelingscheduling@aep.com		
*Gas, 19 th & Wood Streets (Please see attached sheet)		
Note: Where demolition involves the razing of an accessory structure: the owner and/or agent causing the demolition shall, prior to the start of any demolition, contact the appropriate utility provider (gas company) for temporary disconnection of service (by turn-off at meter or curb valve) for the duration of the demolition activity or for permanent removal of service as directed by the affected utility provider.		
Water Pollution Control (sewer)26 th & Main	(F) 304-234-0145 (P) 304-234-3874	_____
Telephone, 995 Mt De Chantal RD	Daniel Oliver 304-502-2234 daniel.oliver@ftr.com	_____
Cable, Jason Pendo	Jason_pendo@cable.comcast.com	_____

ATTENTION: SANITARY SEWER MUST BE CAPPED BY CONTRACTOR AND INSPECTED BY WATER POLLUTION CONTROL.

CITY OF WHEELING



CITY COUNTY BUILDING
1500 CHAPLINE STREET
WHEELING, WEST VIRGINIA 26003

BUILDING & PLANNING DEPARTMENT
Phone (304) 234-3601 | Fax (304) 234-3899

Demolition Gas Utility Disconnect Sheet

Job Site: _____

Date: _____

Contractor: _____

Temporary Gas Utility Disconnect

Date Disconnected

The gas service has been turned off at the shut-off valve.

Gas, 19th & Wood Streets

Fax# 304-234-0145

Signing off on this will enable the demolition contractor to obtain the necessary permit to start the work. The first requirement of the contractor when he gets on site is to dig-up the gas line at the shut-off valve, call the gas company and disconnect the service line and cap according to the requirements of the gas company. **Only** after this work is completed will the contractor be allowed to start the demolition. The gas company will then sign off on the Utility Disconnect Sheet.

Demolition Gas Utility Disconnect

Date Disconnected

Gas, 19th & Wood Streets

Fax# 304-234-0145

SECTION K

DEMOLITION

TECHNICAL SPECIFICATIONS

- 1 Scope of work
- 2 Permits and notifications
- 3 Bidder's responsibility for conditions at work site
- 4 Utilities and services
- 5 Unclassified backfill
- 6 Extent of demolition work
- 7 Methods of demolition
- 8 Protection and repair of structures and property
- 9 Temporary barricades, fences, lights, etc.
- 10 Grading and top soil
- 11 Cleaning
- 12 Seeding, mulching and fertilizer
- 13 Settlement
- 14 Sidewalk and curb specifications
- 15 Demolition notification agencies
- 16 Forms: Notification, utility disconnect

Drawings

BUILDING DEMOLITION

1. SCOPE of WORK

Except as otherwise specifically stated, the contractor shall provide and pay for all materials, labor, equipment, water, lights, power, transportation, superintendence, disposal, etc. necessary to execute and complete the demolition of all existing buildings and other improvements on the site within the specified time.

In addition to work within the project site, the contract shall include any work outside the project site which may be required by the drawings and/or specifications. All roofs and walls affected by the demolition work shall be kept weather-tight.

2. PERMITS and NOTIFICATIONS

Permits and licenses necessary for the execution of the work shall be secured and paid for by the contractor. The contractor shall complete demolition notifications to the agencies listed at the end of these specifications. A \$15 license fee, which may be prorated, is required by the City. A Demolition Permit shall be obtained from the City's Inspection Department before commencing demolition. There will be no charge for this permit. Letters to adjoining property owners shall be sent via certified mail. Provide copies of all permits, licenses and notifications to the City's Engineering Department.

3. BIDDER'S RESPONSIBILITY for CONDITIONS of WORK at SITE

It is necessary for the contractor to familiarize himself with the conditions under which the work is to be performed, to visit the site of the work and look at the structures to be demolished. The contractor shall make his own determination of all usual or any unusual obstacles which may be encountered and all other relevant matters concerning the work to be performed.

4. UTILITIES and SERVICES

Before starting demolition, the contractor shall notify all utilities and service companies and have all services disconnected. Sewer service lines shall be cut at the property line and plugged or capped with concrete and be inspected by a representative of the City of Wheeling's Water Pollution Control Division (234-3874) prior to covering. The contractor is to remove any and all remaining abandoned service lines, pipes, meters, valves, conduit, etc. that are not removed by others, to the property lines. Protect active utilities that are in the vicinity, and if any damage is caused by the demolition work, immediately notify the utility owner for corrective action, at the expense of the contractor. **The gas company will sign the temporary disconnect sheet so that the demolition permit may be obtained. When the contractor arrives on site, the first item to be addressed is that the gas service line be cut and the gas company be called to verify the disconnect. The gas company will then sign-off on the disconnect sheet**

and only then may the demolition begin.

5. UNCLASSIFIED BACKFILL

All unclassified backfill material shall be approved by the Engineer or shall be subject to removal and be replaced by the contractor at no expense to the City. Concrete and brick smaller than 8 inches in any dimension may be used for unclassified backfill material. Do not bury trash and debris.

6. EXTENT of DEMOLITION WORK

All buildings, structures, pavements and all other existing improvements (walks, steps, garages, etc.) shall be completely demolished and removed from the site. The contractor shall break up any basement slabs to the satisfaction of the Engineer prior to beginning the backfilling of the basement. The contractor must make sure the Engineer has visually inspected this part of the work before proceeding or the contractor will be required to remove any or all backfill at no additional cost to the City.

All exterior foundation walls, partition walls, columns, piers, beams, or other projections shall be completely removed to 1 ft. below finished grade. All basement areas shall be filled with unclassified backfill material and be thoroughly compacted to the satisfaction of the Engineer. The Engineer may direct the contractor to protect and leave in place certain portions of the basement walls and foundations as required for the stability of adjacent structures, road, walks, steps, etc.

All existing underground tanks, cisterns and other structures shall be removed and the excavations filled with unclassified backfill and be thoroughly compacted. All salvageable materials and fixtures shall be removed and will become the property of the contractor. Wasted materials including timber, masonry, concrete, plaster and other materials shall be removed from the site and hauled to an approved place for disposal. The contractor is responsible for all costs associated with disposal.

Portions of public sidewalks, curbs or roadways damaged during the demolition work shall be replaced to the City of Wheeling standards, at no cost to the City.

7. METHODS of DEMOLITION

Perform demolition in accordance with the American National Standards Institute (ANSI) A10.6 Safety Requirements for Demolition Operations.

The demolition of the buildings shall generally proceed in a systematic manner, from the top story to ground. No materials shall be dropped or thrown from any great height. Materials and debris resulting from the work shall be removed from the premises as rapidly as possible. Chutes for removal of material and debris shall be provided if deemed necessary by the Engineer.

Demolition, especially of windows, walls, and chimneys, shall be conducted in such a manner that no materials will fall on public or adjoining properties or endanger the workmen.

The contractor shall contact the City of Wheeling's water department (234-3849) and

make arrangements for a meter to be attached to the nearest hydrant to the work. The contractor shall sprinkle water on the material and rubbish as required to prevent excessive dust or as directed by the Engineer.

The contractor shall conduct the demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks and other adjacent or occupied or used facilities. The contractor shall not close or obstruct streets, walks or other occupied or used facilities without permission of the Engineer.

8. PROTECTION and REPAIR of STRUCTURES and PROPERTY

The contractor will be responsible to take all necessary precautions to guard against movement or settlement of adjacent buildings and utilities, roads, etc., by providing and placing bracing, shoring and/or underpinning as required. The contractor shall be responsible for safety and support of such buildings and be liable for any such movement or settlement and damage or injury caused thereby or resulting from the demolition work. The Contractor shall be responsible for all damage to private or public property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance.

The contractor shall provide protective plywood sheeting to protect adjacent buildings from damage from falling debris as directed by the Engineer. The contractor shall repair any adjacent buildings damaged by the demolition work to the satisfaction of the Engineer and at no additional cost to the City. There may be times when adjacent property owners share a common wall with the structure to be demolished or whose exterior relied upon the demolished structure for shielding to the elements. In such cases it is the City's position that the adjacent property owner is responsible to construct any necessary roofing, fascia, soffit or sheeting, at his own expense. Any additional work performed to such adjacent structure would be within the discretion of the City and may be subject to a change order pre-approved by the City Manager.

9. TEMPORARY WALKS, BARRICADES, FENCES, COVERINGS, LIGHTS, ETC.

The contractor shall furnish, erect and maintain all temporary walks, barricades, fences, coverings, warning lights and other enclosures as may be required to carry on the demolition work in a safe and satisfactory manner so that all persons and property will be fully protected and so that the use of adjoining buildings and territory will in no manner be interfered with or restricted.

Proper and adequate lighting is to be provided as required to carry on the work in a safe and satisfactory manner.

When in the opinion of the Engineer overhead protection is required, the same shall be provided under this contract at no additional cost to the City.

If required by the Engineer, a barricade shall be constructed at specific locations around the project site with 4'x8' sheets of exterior grade plywood panels. The panels may be made removable to provide access to the site for workmen and equipment. The barricade shall be properly nailed or bolted and braced to withstand wind or other external forces. No advertisements shall be placed on any temporary fence, walks, coverings, barricades or other enclosures.

10. GRADING and TOP SOIL

Upon completion of the demolition work, all disturbed areas and other areas as designated by the Engineer, shall be smooth graded to ensure positive drainage and shall meet the contours of the adjacent lots. The contractor will furnish and place a minimum of 6" of top soil over the areas of unclassified backfill material and, where necessary, over other bare areas to prepare for seeding. Top soil to be furnished by the contractor shall be fertile material without a mixture of subsoil and reasonably free of stones, roots, plants, sticks and other extraneous matter. Top soil shall not be frozen or muddy and not more than 12% clay.

11. CLEANING

During and upon completion of the work, the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris, and dust and shall leave areas affected by the work in a clean condition. Clean adjacent structures and facilities of dust, dirt and debris caused by demolition and return adjacent areas to condition existing prior to the start of demolition work. The contractor shall also clean and sweep the affected portions of roads, streets, sidewalks, etc on a daily basis.

12. SEEDING, MULCHING and FERTILIZER

The contractor shall provide all operations incidental to the establishment of grass and legume vegetation, including the furnishing and sowing of seed, furnishing and applying fertilizer and mulch materials in all the graded areas of the project. Permanent seeding or second and third seeding following the original seeding, shall be performed between the dates of March 1 to June 15 and August 1 to October 15.

Immediately following area preparation, seed shall be sown by approved methods which provide for uniform distribution of seed. Rates of application and type of seed mixture, mulch and fertilizer shall be in accordance with the table below.

DESCRIPTION	LBS. per ACRE
Kentucky 31 fescue	65
Red fescue	20
White Dutch clover	3
Annual rye grass	7
Straw mulch	4,000
10-20-10 fertilizer	1,000

The contractor shall maintain all seeded areas until final acceptance of the project. All areas shall be protected from equipment traffic and any damaged areas shall be repaired, seeded, mulched and fertilized. Fertilizer shall be furnished in standard containers with weight, name of plant nutrients and guaranteed percentages clearly marked, all in accordance with governing State and Federal laws. Brands must be registered with the West Virginia State Department of

Agriculture.

The varieties of grass and legume seeds to be furnished shall bear a tag on each bag of species showing the lot number, seedman's name, the percent of purity, the percent of germination and the weed seed content, in accordance with governing State and Federal laws.

Straw mulch shall include baled wheat or oats straw, or baled grass hay. Alfalfa, clover and salt grass hay are not acceptable.

13. SETTLEMENT

Anytime within one year from final acceptance of the work, if in the opinion of the Engineer, settlement occurs anywhere upon the demolition site in excess of 2" over a 6' straight line or any localized ponding occurs, the contractor will, at no additional cost to the City, bring in additional top soil, smooth grade, seed and mulch as specified herein. The contractor will have 30 calendar days to accomplish this work after written notification of such settlement problems from the Engineer.

14. SPECIFICATIONS for CONCRETE SIDEWALKS and CURBS

A. SIDEWALKS

1. Width of sidewalks shall not be less than 4 ft.
2. Forms shall be smooth, free from warp and of sufficient strength to prevent springing out of line. Forms shall be well staked, thoroughly braced and accurately set to the established line and grade.
3. Crushed aggregate base shall be a minimum of 4 in. thick and be gravel, slag or broken stone tamped in place.
4. Concrete shall have a minimum compressive strength of 3,000 psi, composed of 7% air entrained portland cement, clean sand and coarse aggregate. Concrete depth shall be 4 in., except where any sidewalk crosses a driveway, then the concrete depth shall be a minimum of 6 inches.
5. Excavated material for walk is to be hauled away as soon as removed.
6. Control joints will be evenly spaced at a maximum of 5 ft and ½ inch expansion joints shall be spaced at intervals not exceeding 20 feet.
7. The concrete shall be properly tamped against the forms and screened to a true surface. The surface shall be finished with a wood float and the wearing surface shall have a broom finish.
All edges of the slab shall be finished to a radius of 3/8". The application of dry cement to hasten drying of the surface is forbidden.

B. CURBS

1. Concrete used in the construction of curbs shall have a minimum compressive strength of 3000 psi, composed of 7% air entrained portland cement, clean sand and coarse aggregate.
2. Front of curb shall have a 1.5 inch radius on top edge. Back of curb shall have a 0.5 inch radius on the top edge. There shall be a 3/8 inch drop from back of curb to front of curb. Curb face shall have a batter of 1-3/8 inch.
3. Forms shall be straight, free from warp and of such construction that there will be no inter-

ference with the inspection of the grade or alignment. All forms shall extend the entire depth of the curb and shall be braced and secured so that no deflection from alignment or grade will occur during the placing of the concrete.

4. Forms shall be left in place for 24 hours unless the concrete has set sufficiently prior to that time to permit their removal without damage to the curbing. Upon removal of the forms, the exposed curb face shall be immediately rubbed to a uniform surface. Rubbing shall be accomplished by the use of water and a wood block or carborundum brick.

5. Expansion joints shall be formed at 20 ft intervals and where joining to existing curbing by ½ inch expansion joint filler material.

15. DEMOLITION NOTIFICATIONS

U.S. Environmental Protection Agency - Region III
Asbestos Enforcement Branch
1650 Arch Street
Philadelphia, PA 19103-2029
Telephone 215-814-3244

Asbestos Program Manager
WV Division of Environmental Protection
Office of Air Quality
601 57th Street, SE
Charleston, WV 25304
Telephone 304-926-0475

Asbestos Coordinator
WV Division of Environmental Protection
Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Telephone 304-926-0499

Asbestos Compliance Program
West Virginia Bureau for Public Health
Office of Environmental Health Services
1 Davis Square, Suite 200
Charleston, WV 25301-1798
Telephone 304-558-6718

CITY OF WHEELING



CITY COUNTY BUILDING
1500 CHAPLINE STREET
WHEELING, WEST VIRGINIA 26003

BUILDING & PLANNING DEPARTMENT
Phone (304) 234-3601 | Fax (304) 234-3899

CHECKLIST FOR DEMOLITION

1. All signatures for disconnection of utility services.
2. Liability insurance or bond with City of Wheeling as additionally insured.
3. Letters to adjoining property owners. Copies of letters and certified mail receipts to be submitted.
4. Completed demolition permit application and fee.



City of Wheeling - Building Permit Application

Division of Building Code Services

Phone: 304-234-3601

Permit No: _____

Res 1 Family Res 2 Family Res Multi Family Commercial Industrial

Application Date: _____	Is Applicant Owner? <input type="radio"/> Yes <input type="radio"/> No	Located in Flood Plain? <input type="radio"/> Yes <input type="radio"/> No Asbestos Present? <input type="radio"/> Yes <input type="radio"/> No	Is Building Vacant? <input type="radio"/> Yes <input type="radio"/> No If Yes, How Long? _____
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Work Location: _____

Owner Name: _____ Owner Phone: _____

Owner Address: _____

CONTRACTOR INFORMATION	Contract Value	Contractor Name, Address, City, ST, Zip Code	WV Lic	City Lic
Property Owner			<input type="checkbox"/>	<input type="checkbox"/>
General Contractor			<input type="checkbox"/>	<input type="checkbox"/>
Excavation			<input type="checkbox"/>	<input type="checkbox"/>
Concrete / Masonry			<input type="checkbox"/>	<input type="checkbox"/>
Electrical			<input type="checkbox"/>	<input type="checkbox"/>
Mech / HVAC			<input type="checkbox"/>	<input type="checkbox"/>
Plumbing			<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler			<input type="checkbox"/>	<input type="checkbox"/>
Demolition			<input type="checkbox"/>	<input type="checkbox"/>
Signage			<input type="checkbox"/>	<input type="checkbox"/>
Other:		Provide separate attached list of all OTHER Sub-Contractors not listed above.		

TOTAL VALUE: Fee = \$4.00 per (\$1,000 rounded up to nearest \$1,000) Contract Permit Fee: _____

<input type="radio"/> N/A <input type="radio"/> Temp = \$25.00 <input type="radio"/> Residential = \$25.00 <input type="radio"/> Commercial = \$50.00	Elec Service Permit Fee: _____
<input type="radio"/> N/A <input type="radio"/> Temp = \$5.00 <input type="radio"/> Non-Electric = \$15.00 <input type="radio"/> Electric = \$1.00 per sq ft	Signage Permit Fee: _____

TOTAL PERMIT FEE (Contract + Elec Service + Signage):

Scope of Work to be Completed:

Zoning Approved: Yes No N/A Smoke / CO Upgrade? Yes No Plans Attached? Yes No

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to this permit.

Applicant Name: _____ Address: _____
Phone: _____

Applicant Signature: _____ Building Insp Approval: _____