

CITY OF DARLINGTON, WISCONSIN
DEMOLITION OF 526 E CORNELIA STREET, DARLINGTON, WISCONSIN
REQUEST FOR PROPOSAL

Sealed proposals and bids labeled “Raze and Restore 526 E Cornelia Street” are due no later than September 27, 2024, at 3:00 p.m. at the office of the City Clerk-Treasurer, 627 Main Street, P.O. Box 207, Darlington, Wisconsin 53530, at which time the bids shall be publicly opened and read for furnishing all labor, materials, equipment, etc. necessary and required to raze and demolish the buildings and restore the property located at 526 E Cornelia Street, Darlington, Wisconsin, Tax Parcel Number 33.216.0463.0000, including environmental abatement, properly cap water, sewer, properly disconnect electric and gas, restore the property in a cleared, erosion-free, and dust-free manner, and the planting of grass.

Specifications are available at the City Clerk-Treasurer’s Office, 627 Main Street, P.O. Box 207, Darlington, Wisconsin 53530 and on the City of Darlington’s website: www.darlingtonwi.org. The City of Darlington reserves the right to accept or reject any or all bids, to waive any informalities and to accept the bid(s) in any combination deemed most advantageous to the City.

CITY OF DARLINGTON, WISCONSIN

DEMOLITION OF 526 E CORNELIA STREET, DARLINGTON, WISCONSIN

PROPOSAL SPECIFICATIONS

ISSUED: September 9, 2024

The City of Darlington, Wisconsin, will receive proposals to raze the following building delineated herein subject to the following procedure and requirements.

The City of Darlington is acting under an Order to Raze issued by the City attached hereto under the authority granted in Section 66.0413(1)(f), Wisconsin Statutes.

Structure to be Razed:

Address: 526 E Cornelia Street, Darlington, Wisconsin

Tax Parcel #: 33.216.0463.0000

Description: Russell's Addition Block 2 Lot 6 & W 16.5' Lot 5, according to Plat of the City of Darlington.

Deadline for Receipt: September 27, 2024 at 3:00 P.M. at the office of the City Clerk-Treasurer, 627 Main Street, P.O. Box 207, Darlington, Wisconsin 53530

Form of Proposal: Sealed proposals and bids labeled "Raze and Restore 526 E Cornelia Street" are due no later than September 27, 2024, at 3:00 p.m. at the office of the City Clerk-Treasurer, 627 Main Street, P.O. Box 207, Darlington, Wisconsin 53530, at which time the bids shall be publicly opened and read for furnishing all labor, materials, equipment, etc. necessary and required to raze and demolish the buildings and restore the property located at 526 E Cornelia Street, Darlington, Wisconsin, Tax Parcel Number 33.216.0463.0000, (the "Property") per the specifications called for herein. Bids received after this time shall not be accepted. Proposals must be on a lump sum basis.

The City of Darlington (the "City") reserves the right to accept or reject any or all bids, to waive informalities, and to accept the bid deemed most advantageous to the City.

Contract Award: The Proposals for demolition of the residential and outbuilding building at the Property (the "Buildings") shall be submitted as a total project cost. The contract will be awarded as a total project cost.

Contract Form: The contract will be in the form of example Contract attached.

Asbestos Removal: Environmental Inspection Report is included which indicate asbestos quantities in need of abatement and removal. Contractor shall be a certified firm or responsible for subcontracting with a qualified firm to abate, remove and appropriately dispose of asbestos

containing material and to file appropriate reports in accordance with Federal and State law, rules, and regulations. Such abatement and removal shall occur prior to structure demolition.

Listing of subcontractors must include those responsible for removal and disposal of any asbestos containing material, major material and the disposal site. City reserves the right to reject any proposal which does not include this delineated information or if in the City's determination, the contractor or its subcontractor(s) are not appropriately qualified.

Scope of Work: The work shall consist of furnishing all labor, materials and equipment to raze, demolish, remove, and satisfactorily dispose of the Buildings, fixtures and property, located at the Property and restore the site to a dust-free and erosion-free condition, including the planting of grass. Site clearance shall consist of abating any environmental hazards, including the asbestos removal as identified above, completely removing the foundation, basement floor, if any, proper waste stream disposal and documentation for appliances (range stove, refrigerators, A/C units, etc.), disposal or removal of personal property, proper capping of utilities and services, back filling and tamping the exposed openings with clean fill and general site clearance of the structure at the Property.

Inspection of Site: By submitting a proposal for the project, the proposer certifies that he/she has inspected the Property and the work site and is familiar with all existing conditions.

To schedule an inspection of the building prior to submitting a proposal, please contact the City office at (608) 776-4970 or visiting the office at 627 Main Street, Darlington, Wisconsin 53530

Project Commencement and Completion Time: Proposer shall develop a plan of action and a time-line for completion of the work, based on the City's requirements set forth herein. Work shall start on the project in accordance with the final schedule subsequently agreed to upon contract award. All work shall be completed on the project by December 31, 2024.

General Requirements: All work shall be performed in accordance with the ordinances of the City and in a safe manner in compliance with the requirements of the Wisconsin Department of Workforce Development, Wisconsin Department of Safety and Professional Services, Wisconsin Department of Natural Resources and/or Lafayette County Health Department.

Condition of the Buildings: The City assumes no responsibility for the condition of the Buildings at any time, and no guarantee is made or implied that the Building will remain in the condition the bidder finds it at the time proposer examined it incident to preparation of the proposal.

Permits: The proposer shall obtain all necessary permits to complete the work described in this Proposal Specifications.

Operating Area: The contractor may utilize the entire lot at the address indicated as the "operating area" for the removal unless special instructions are provided as part of the proposal. At no time shall debris be allowed to fall or accumulate in the roadway, but shall be retained within the designated operating area. In the event inadequate room is available to contain debris without accumulation in the roadway the contractor must make contact with the City's Public Works

Director and the police department to arrange temporary lane or road closures. Reopening the lane or roadway for traffic must be made within a reasonable period of time.

The contractor is responsible for providing protection of City streets, existing curbs, gutters and storm drains during the demolition. When moving heavy equipment on and off-site adequate ramping or padding of curbs must be provided by the contractor to prevent damage to street curbs, driveway aprons and gutters. Nearby storm drains shall be protected by silt screens or some other method of water diversion to prevent excessive site erosion from filling and closing the storm drains. The contractor will be billed by the City for restoration costs of curbs, gutters, street damages and cleaning of storm drains.

Insurance: The proposer shall maintain, during the life of this contract and for one (1) year following the project's completion, such public liability, property damage, and contractor's protective liability and property damage insurance as shall protect him and any subcontractors performing work covered by this contract. The required insurance shall be for claims for property damage which may arise from operations under this contract, whether such operations are by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either. Adequate insurance coverage shall be submitted to the City prior to the execution of the Contract for work.

Indemnity and Hold Harmless: By submitting a proposal, proposer agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its employees, officers, officials, and agents from and against all claims, suits, liens, damages, losses, and expenses for injury, loss or damage including but not limited to attorney's fees and defense costs, except to the extent of the City's negligence, arising out of or related to this agreement, from the performance of any and all work or services under this agreement, and/or any failure or claimed failure of the contractor to comply with all provisions set forth in this agreement or the contract documents. Proposer agrees that this indemnity obligation is in addition to any other indemnity obligations set forth within the contract documents and that it will secure insurance as required to ensure the provisions of this agreement.

Damage or Theft: The City does not assume any responsibility to protect any building or the contents thereof, including, but not limited to, salvageable furnishings, fixtures, or attachments of whatever kind or nature so as to permit salvage prior to the time of razing. The City shall not be liable to the Contractor for any loss, destruction, theft or removal of any property from the premises nor shall the Contractor be entitled to any allowance or other claim against the City should any of said acts occur.

Specific Conditions:

1. **Scope:** The work under this contract shall consist of razing the residential structure and detached garage at 526 E. Cornelia Street, filling all basements/crawl spaces and excavated areas with approved granular material, topsoil, and seed.

- 2. Raze of Buildings:** The Proposer must be aware that the City does not own this property or residence. This razing of these structures is acting under a previously issued Order to Raze, authorized in Section 66.0413(1)(f), Wisconsin Statutes.

All concrete/bituminous pavement drives, steps, private sidewalk, and the like within the property limits shall be broken up, removed, and disposed of. Any other on-site man-made amenities shall also be removed. All loose material and debris shall be removed from the basement and other excavated areas. The basement or foundation floor shall then be broken into not greater than 2-feet x 2-feet pieces to assure water drainage and prevent water build-up. All remaining exterior walls, interior bearing walls, and partitions shall be removed to a point 3-feet below sidewalk grade or the existing ground grade, whichever is lower.

The Contactor is responsible to keep site secure, to prevent unauthorized entry until the structure is razed and property sufficiently graded.

- 3. Site Restoration:** When razing activities are complete, the disturbed area shall be graded to that no gradients in disturbed earth shall be steeper than a slope of 3:1. A minimum of 4-inches of topsoil and seed shall be spread over the disturbed areas.
- 4. Utility Disconnections:** The Proposer is responsible for notifying utilities prior to excavation. Any electrical, gas, water, sewer, and telephone/cable shall be properly disconnected prior to the raze. The utility piping, water, sanitary sewer (included basement drains) and the like shall be cut off at the property line and permanently bulk-headed by a method approved by the City's Public Works Director. The bulk heads must be inspected prior to backfilling.
- 5. Asbestos Material/Hazardous Waste:** The proposer shall perform all work in accordance with Federal, state and Local regulations and dispose material appropriately. The City has had a pre-renovation/asbestos inspection completed for this property.
- 6. Fill Dirt and Final Grading:** The proposer shall use clean fill dirt with stones not exceeding one (1") inch in diameter and fill the lot to match the public sidewalk grade and adjacent lot line grade. Proposer is responsible for grass seeding, matting, and initial water as necessary.
- 7. Demolition Techniques:** The work shall be performed in accordance with generally accepted demolition techniques. Water shall be used as a dust suppressant whenever practicable. Work will not be performed through blasting with explosives. There shall be no burning of materials at the property.

Further Questions can be directed to the City Office at 608-776-4970 or at 626 Main Street, PO Box 207, Darlington, WI, 53530.

Property: *Outlined in red.*





DocId:8124371

Tx:4033734

Document Number: 369624

LAFAYETTE COUNTY, WI

CATHY J. PAULSON

REGISTER OF DEEDS

04/13/2022 01:02 PM

TRANSFER FEE:

EXEMPTION #:

PAGES: 3

DOCUMENT NUMBER

ORDER TO RAZE

Return to:
Atty. Aaron J. Stauffacher
P.O. Box 209
Darlington, WI 53530

33.216.0463.0000

Lot 6 and the West 16½ feet of Lot 5, in
Block 2 in Russell's Addition to the City
of Darlington, according to the recorded plat thereof, in Lafayette
County, Wisconsin.

CITY OF DARLINGTON: Order to Raze

April 5, 2022

Order to Raze:

GLENN KENDALL
526 E CORNELIA STREET
DARLINGTON, WI 53530

City of Darlington: Lafayette County Tax Parcel No. 33.216.0463.0000

This matter came before the City Council of Darlington, Wisconsin on April 5, 2022 at a regular meeting of the Council; and Notice of the meeting having been duly given and posted as provided by law;

WHEREAS, the Council has found that the building at 526 E Cornelia Street, Darlington Wisconsin, owned by Glenn Kendall, has been neglected, leaving the structure dilapidated and or out of repair; and

WHEREAS, the Council has found that as a consequence, the building is dangerous, unsafe, unsanitary and otherwise unfit for human habitation; and

WHEREAS, the Council has found that the building is unreasonable to repair, based upon the presumption of unreasonableness set forth in Section 66.0413(1)(c), Wisconsin Statutes, which presumption was not rebutted;

NOW, THEREFORE, under the authority granted by Sec. 66.0413(1) of the Wisconsin Statutes, IT IS HEREBY ORDERED THAT:

- 1) The building (wood framed construction) located at 526 E Cornelia Street, Darlington, WI 53530 shall be razed. The property is legally described as:
RUSSELLS ADDITION BLOCK 2 LOT 6 & W 16.5' LOT 5 526 E CORNELIA ST VOL 221D P383 City of Darlington:

OWNER SHALL RAZE THE BUILDING IN COMPLIANCE WITH WISCONSIN LAW OR ON OR BEFORE **May 15, 2022.**

To raze a building means to demolish and remove the building (wood framed structures including accessory structures) and to restore the site to a dust-free and erosion-free condition.

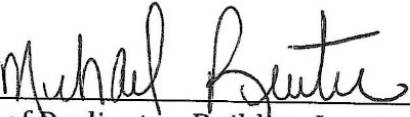
- 2) The building's owner, Glenn Kendall, shall, no later than May 15, 2022, raze the building at 526 E Cornelia Street, City of Darlington, WI 53530.

In accordance with the statutory definition of "raze a building" in Sec. 66.0413(1)(a) 2., the razing shall include the demolition and removal of the buildings at 526 E Cornelia Street and restoration of the site at 526 E Cornelia Street to a dust-free and erosion-free condition by the planting of grass after the building has been demolished and removed.

- 3) The building's owner, Glenn Kendall is warned that failure or refusal to comply with this order Raze Order within the time prescribed may result in the City of Darlington Building Inspector or other designated officer proceeding to then raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located. In this event, the cost of razing and/or securing the building may be charged against the real estate upon which the building is located, and if that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special tax.
- 4) As the building subject to this Raze Order contains personal property, the City's Building Inspector is directed to issue the order for removal of personal property provided by Sec. 66.0413(1)(1) of the Wisconsin Statutes, to the building's owner, Glenn Kendall directing that all personal property and fixtures from the building shall be removed by May 15, 2022.

DATED: April 5, 2022

Michael Reuter



City of Darlington Building Inspector

Cc: City Clerk/Treasurer Mr. Phil Risseeuw
City Attorney, Mr. Bill McDaniel
City Police Chief Jason King

Drafted by:
Michael Reuter



Advanced Testing & Inspections LLC (ATI)
 Div MV Service
4575 CTH C Spring Green, WI 53588
1-877-268-2402
marty@midwestxrf.com

City of Darlington
 Amy Johnson - Clerk / Treasure
 627 Main St PO Box 207
 Darlington, WI

July 18, 2024

Pre-demolition asbestos and painted concrete

526 E Cornelia St
 Darlington, WI

This is a condemned home, with the main floor mostly gutted and an attached garage.

Quick Summary of items containing Asbestos:

1. Original window glazing
2. Drywall joint compound

No painted concrete or painted stone tested positive for lead based paint.

The following are the lab results of the asbestos inspection / samples

PROJECT: 240718A 526 E Cornelia

LAB CODE: B2413808

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
240718A1		B2413808.01	Pink,Black	Siding	None Detected
240718A2		B2413808.02	White	Caulking	None Detected
240718A3		B2413808.03	Black,Green	Shingle	None Detected
240718A4		B2413808.04	Gray,Beige	Window Glazing	Chrysotile <1%
240718A5		B2413808.05	Off-white,Black	Linoleum	None Detected
240718A6		B2413808.06	Tan,Brown	Linoleum	None Detected
240718A7		B2413808.07	Brown,Black	Linoleum	None Detected
240718A8	Layer 1	B2413808.08	White	Plaster Skim Coat	None Detected
	Layer 2	B2413808.08	Gray	Plaster Base Coat	None Detected
240718A9	Layer 1	B2413808.09	White	Plaster Skim Coat	None Detected
	Layer 2	B2413808.09	Gray	Plaster Base Coat	None Detected
240718A10	Layer 1	B2413808.10	Off-white	Joint Compound	Chrysotile 2%
	Layer 2	B2413808.10	White	Drywall	None Detected
	Layer 3	B2413808.10	Off-white,White	Drywall/Joint Compound	Chrysotile <1%

Pb Results

Floor	Component	Substrate	Side	Condition	Color	Room	Results	Depth Index	Action Level	PbC	Units
		calck					Positive	1	1	1	mg / cm ^2
		calck					Positive	1	1	1	mg / cm ^2
		calck					Positive	1.1	1	1	mg / cm ^2
BSMT	Walls	Concrete	C	Poor	White		Negative	1	1	< LOD	mg / cm ^2
BSMT	Walls	Concrete	D	Poor	White		Negative	1	1	< LOD	mg / cm ^2
BSMT	Walls	Stone	C	Poor	White		Negative	1	1	< LOD	mg / cm ^2
BSMT	Window	Stone	B	Poor	White		Negative	1	1	< LOD	mg / cm ^2

Summary:

Have a WI licensed asbestos abatement company abate the following:

Remaining original windows (4) and remaining drywall joints (130') prior to the demolition. A two - week DNR notification will be required for the abatement and demolition.

Please let us know if any suspect material of concern is found during the demolition.

Please call with any questions,



Marty Limmex WI-AI & LRA 16789
 SR Safety Consultant
 ATI – Div MV Service
 608-588-4831 (cell)

MV Service companies are a complete portfolio of Industrial & Residential Health & Safety Inspection Services specializing in Industrial Hygiene, Indoor & Worker Air Quality, Mold, Thermal imaging, Radon, LB Paint, Asbestos, Asbestos & Mold abatements and general Process Audits. For further information on how we may be able to help you, call toll free @ 1-877-268-2402.

AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the City of Darlington, Wisconsin (the “City”), 626 Main Street, PO Box 207, Darlington, WI 53530, and _____ (the “Contractor”), with an address of _____, doing business as a(n) _____ (*individual, partnership, corporation, LLC*), in the State of Wisconsin.

The City and the Contractor agree as follows:

1. Scope of Project. The Contractor shall complete all work for the demolition and restoration of 526 E Cornelia Street, Darlington, Wisconsin in accordance with the terms of the Proposal Specifications attached hereto and incorporated into this Agreement by reference.
2. Contract Time. The Contractor agrees to complete the work no later than December 31, 2024.
3. Contract Price. In consideration of the satisfactory completion of the work in accordance with the contract documents, the City shall pay the Contractor a contract price in the amount of \$ _____. Any deviations from the Contract Price may only be made through a written change order (“Change Order”) that is signed by the City.
4. Entire Agreement. This agreement, including the Proposal Specifications attached hereto, constitutes the entire agreement between the City and the Contractor.
5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
6. Amendment. This Agreement may not be amended, changed, modified or altered without in each instance the prior written consent of the City.
7. Governing Law. This Agreement is prepared and entered into with the intention that the laws of the state of Wisconsin shall govern its construction.
8. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to the parties at the addresses set forth above, and either party may by like notice, at any time and from time to time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.
9. Waiver. No waiver of any default by the City shall be implied from any omission by the City to take any action on account of such default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of

any covenant, term or condition of this Agreement by the City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

10. Binding Effect. Each provision hereof shall extend to and shall, as the case might require, bind and inure to the benefit of the City and the Contractor and their respective successors and assigns.

11. Assignment. This Agreement may not be assigned by the Contractor except upon written consent by the City.

Dated: _____

Dated: _____

City of Darlington

Contractor:

BY: _____
Mike McDermott, Mayor

BY: _____
Authorized signature

ATTEST: _____
Amy L. Johnson, Clerk-Treasurer

Name and Title printed