

**THE CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL TO ABANDON WATER
WELL(S) WITH INSTRUCTIONS TO PROPOSERS**

PROPOSAL NO. 09-19

ISSUED: Tuesday, October 8, 2019

The City of Kenosha, Wisconsin, will receive proposals to abandon water well(s) described below in accordance with this Request for Proposal with Instructions to Proposers, the Scope of Work to be Performed and the Contract.

DEADLINE FOR RECEIPT OF PROPOSAL. Tuesday, October 22, 2019 @ 2:30 P.M.

PROPOSAL OPENING. Tuesday, October 22, 2019 @ 2:30 P.M.

CITY OFFICE WHERE FILED. Department of Finance, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects, showing the date and time of the proposal opening on the outside of the sealed proposal. The City reserves the right to reject any proposal which the City deems incomplete or untimely.

FOR MORE INFORMATION. Contact Zohrab Khaligian, Community Development Specialist, Community Development and Inspections, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140, (262) 653-4030, zkhaligian@kenosha.org

WATER WELL(S) TO BE ABANDONED.

Address: 9109 38th Street
Tax Parcel: 08-222-29-400-002

Address: 11325 / 11401 38th Street (Shared Well)
Tax Parcel: 08-222-30-301-011 / 08-222-30-301-012

Address: 11721 38th Street
Tax Parcel: 08-222-30-301-019

SCOPE OF WORK TO BE PERFORMED.

In accordance with NR 812.26 Wisconsin Administrative Code:

1. Obtain information on the construction and condition of each well (Well Construction Reports for 11325/11401 and 11721 38th Streets attached).
2. Inspect site to confirm condition and materials used in each well and to measure the diameter and depth of each well.
3. Remove pump and associated piping, liner, screen, and/or casing, and any other material obstructions and/or debris from each well.
4. Fill each well with concrete.
5. Prepare and submit Well Filling and Sealing Reports (Form #3300-005) for each well to WDNR, with a copy to the City.
6. Comply with NR 812.26 Wisconsin Administrative Code (copy attached).

LICENSE REQUIRED. Proposers must be licensed pump installers or licensed water well drillers licensed by the Wisconsin Department of Natural Resources pursuant to Section 280.15(2m) of the Wisconsin Statutes and Section NR 146.04 of the Wisconsin Administrative Code. A copy of the current license must be submitted with the Proposal. The City will not accept a Proposal from any Proposer who does not possess or who have not provided a copy of a current Wisconsin Department of Natural Resources pump installer or water well driller license.

CONTRACT REQUIRED. The Proposer selected to perform the Work will be required to execute a Contract and related documents on City forms as a condition of performing the Work. All Work is to be performed in accordance with the Contract. A copy of the specimen Contract is enclosed.

AWARD OF CONTRACT. The City will enter into a Contract with the Proposer deemed most qualified. In making this determination, the City will consider with respect to each Proposer: general qualifications, special expertise, time in which the Work can be performed, financial ability to perform the Work, environmental experience and responsibility (where applicable), work record and history, and experience in projects of a similar magnitude.

The City reserves the right to reject unqualified or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept Proposal(s) if advantageous to the City, or to select the most qualified Proposal. This project is not a public construction contract under Wisconsin law and the City is not required to award the Contract to the lowest responsible Proposer.

COMMENCEMENT AND DILIGENT COMPLETION OF WORK. The Proposer selected to perform the Work will conduct the Work diligently until fully complete in accordance with the Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by the Proposer shall be executed as follows:

1. Corporations. By the President and one (1) other officer, preferably the Secretary.
2. Limited Liability Companies. By a Member, if member managed or the Manager if manager managed.
3. Partnerships. By each general partner, unless the partnership agreement provides otherwise.
4. Sole Proprietors. By each named individual.

Any exception to the above must be approved by the City Attorney who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Proposers shall submit the following documents in the course of making a Proposal.

1. Proposal.
2. Affidavit of Organization and Authority and Preparation of Proposal.
3. Copy of current Wisconsin Department of Natural Resources pump installer or water well driller license.

WELL CONSTRUCTOR'S REPORT TO WISCONSIN STATE BOARD OF HEALTH Wol 6
 See Instructions on Reverse Side

1. County Kenosha Town
Village
City Check one and give name

2. Location Part of E 1/2 of SW 1/4 Sec 30, TWN 2 N of Rge 22 E
Name of street and number of premise or Section, Town and Range numbers

3. Owner or Agent Lloyd Beck
Name of individual, partnership or firm

4. Mail Address RT 3 Box 458 Kenosha Wis
Complete address required

5. From well to nearest: Building 20 ft; sewer 20 ft; drain _____ ft; septic tank 50 ft;
 dry well or filter bed _____ ft; abandoned well _____ ft.

6. Well is intended to supply water for: Private home

7. DRILLHOLE:

Dia. (in.)	From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)
10	0	20	6"	20	240

8. CASING AND LINER PIPE OR CURBING:

Dia. (in.)	Kind and Weight	From (ft.)	To (ft.)
6	Iron	0	240

9. GROUT:

Kind	From (ft.)	To (ft.)
clay	0	20

11. MISCELLANEOUS DATA:

Yield test: 48 Hrs. at 10 GPM.
 Depth from surface to water-level: 45 ft.
 Water-level when pumping: 50 ft.
 Water sample was sent to the state laboratory at:
Madesen on July 18 1963
City

10. FORMATIONS:

Kind	From (ft.)	To (ft.)
Top soil	0	1
red clay	1	23
blue clay	23	110
sand	110	130
hard pan	130	160
blue clay	160	202
sand	202	238
gravel	238	240

Construction of the well was completed on:
July 18 1963

The well is terminated 8" inches
 above, below the permanent ground surface.

Was the well disinfected upon completion?
 Yes No _____

Was the well sealed watertight upon completion?
 Yes No _____

Signature Frank J. Gable
 Registered Well Driller

Bristol, Wis
 Complete Mail Address

Rec'd JUL 19 1963 No. 28982

Ans'd _____
 Interpretation **SAFE—BACTERIOLOGICALLY**



10 ml 10 ml 10 ml 10 ml 10 ml

Gas—24 hrs. _____
 48 hrs. _____

Confirm _____
 B. Coli 0
 Examiner _____

NOV 19 1987

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

NOTE:
White Copy - Division's Copy
Green Copy - Driller's Copy
Yellow Copy - Owner's Copy

WELL CONSTRUCTOR'S REPORT
Form 3300-15
Rev. 12-76

1. COUNTY Kenosha CHECK (✓) ONE: Town Village City Name Somers

2. LOCATION Section NW, SW Section 30 Township 2N Range 22E 3. NAME OWNER AGENT AT TIME OF DRILLING CHECK (✓) ONE Lester Wright

OR - Grid or Street No. 11721 Street Name 38th ST ADDRESS 11721 38th ST

AND - If available subdivision name, lot & block No. POST OFFICE Somers

4. Distance in feet from well to nearest: (Record answer in appropriate block)

Building	Sanitary Bldg. Drain	Sanitary Bldg. Sewer	Floor Drain Connected To:	Storm Bldg. Drain	Storm Bldg. Sewer
<u>12</u>	C.I. <u>35</u> Other	C.I. <u>50</u> Other	C.I. Sewer Other Sewer	C.I. Other	C.I. Other

Street Sewer Other Sewers Foundation Drain Connected to Sewage Sump Clearwater Sump Septic Tank Holding Tank Sewage Absorption Unit

San. Storm C.I. Other Sewer Clearwater Dr. Sewage Sump Clearwater Sump Barn Gutter Animal Barn Pen Animal Yard Silo With Pit Glass Lined Storage Facility Silo w/o Pit Earthen Silage Storage Trench Or Pit

Private Manure Stack Watertight Liquid Manure Tank Solid Manure Storage Structure Subsurface Gasoline or Oil Tank Waste Pond or Land Disposal Unit (Specify Type) Other (Give Description)

5. Well is intended to supply water for: private house

6. DRILLHOLE

Dia. (in.)	From (ft.)	To (ft.)	Dia. (in.)	From (ft.)	To (ft.)	Kind	From (ft.)	To (ft.)
<u>10</u>	<u>Surface</u>	<u>20</u>	<u>6</u>	<u>20</u>	<u>335</u>	<u>Clay</u>	<u>Surface</u>	<u>110</u>
						<u>hardpan</u>	<u>110</u>	<u>210</u>
						<u>Sand</u>	<u>210</u>	<u>230</u>

7. CASING, LINER, CURBING AND SCREEN

Dia. (in.)	Material, Weight, Specification & Method of Assembly	From (ft.)	To (ft.)	Kind	From (ft.)	To (ft.)
<u>6</u>	<u>New, Steel</u> <u>API-5LX</u> <u>19.45 lb/ft</u> <u>Welded USS</u> <u>Steel</u>	<u>Surface</u>	<u>248</u>	<u>Clay</u> <u>limestone</u>	<u>230</u>	<u>248</u> <u>248</u> <u>335</u>

8. GROUT OR OTHER SEALING MATERIAL

Kind	From (ft.)	To (ft.)
<u>drill Cuttings - mud</u>	<u>Surface</u>	<u>20</u>

10. TYPE OF DRILLING MACHINE USED

Cable Tool Rotary-hammer w/drilling mud & air Jetting with

Rotary-air w/drilling mud Rotary-hammer & air Air

Rotary-w/drilling mud Reverse Rotary Water

11. MISCELLANEOUS DATA

Well construction completed on 10-29 1987

Yield Test: 24 Hrs. at 15 GPM Well is terminated 8 inches above final grade below

Depth from surface to normal water level 50 Ft. Well disinfected upon completion Yes No

Depth of water level when pumping 50 Ft. Stabilized Yes No Well sealed watertight upon completion Yes No

Water sample sent to Racine laboratory on 10-29 1987

Your opinion concerning other pollution hazards, information concerning difficulties encountered, and data relating to nearby wells, screens, seals, method of finishing the well, amount of cement used in grouting, blasting, etc., should be given on reverse side.

Signature [Signature] Complete Mail Address 9112 S. 13th ST Oak Creek

802 Registered Well Driller

PLOT

Notice: Completion of this report is required by chs. 160, 281, 283, 289, 291-293, 295, and 299, Wis. Stats., and chs. NR 141 and 812, Wis. Adm. Code. In accordance with chs. 281, 289, 291-293, 295, and 299, Wis. Stats., failure to file this form may result in a forfeiture of between \$10-25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on this form is not intended to be used for any other purpose. Return form to the appropriate DNR office and bureau. See instructions on reverse for more information.

Route to DNR Bureau:

- Drinking Water Watershed/Wastewater Remediation/Redevelopment
 Waste Management Other: _____

Verification Only of Fill and Seal

1. Well Location Information

County		WI Unique Well # of Removed Well		Hicap #	
Latitude / Longitude (see instructions)		Format Code		Method Code	
_____ N		<input type="checkbox"/> DD		<input type="checkbox"/> GPS008	
_____ W		<input type="checkbox"/> DDM		<input type="checkbox"/> SCR002	
_____ W		<input type="checkbox"/> OTH001			
1/4 / 1/4	1/4	Section	Township	Range	<input type="checkbox"/> E
or Gov't Lot #			N		<input type="checkbox"/> W
Well Street Address					
Well City, Village or Town			Well ZIP Code		
Subdivision Name			Lot #		
Reason for Removal from Service		WI Unique Well # of Replacement Well			

2. Facility / Owner Information

Facility Name			
Facility ID (FID or PWS)			
License/Permit/Monitoring #			
Original Well Owner		Present Well Owner	
Mailing Address of Present Owner			
City of Present Owner		State	ZIP Code

3. Filled & Sealed Well / Drillhole / Borehole Information

<input type="checkbox"/> Monitoring Well	Original Construction Date (mm/dd/yyyy)
<input type="checkbox"/> Water Well	
<input type="checkbox"/> Borehole / Drillhole	If a Well Construction Report is available, please attach.
Construction Type:	
<input type="checkbox"/> Drilled	<input type="checkbox"/> Driven (Sandpoint)
<input type="checkbox"/> Dug	
<input type="checkbox"/> Other (specify): _____	
Formation Type:	
<input type="checkbox"/> Unconsolidated Formation	<input type="checkbox"/> Bedrock
Total Well Depth From Ground Surface (ft.)	Casing Diameter (in.)
Lower Drillhole Diameter (in.)	Casing Depth (ft.)
Was well annular space grouted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
If yes, to what depth (feet)?	Depth to Water (feet)

4. Pump, Liner, Screen, Casing & Sealing Material

Pump and piping removed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Liner(s) removed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Liner(s) perforated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Screen removed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Casing left in place?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Was casing cut off below surface?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Did sealing material rise to surface?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Did material settle after 24 hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If yes, was hole retopped?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If bentonite chips were used, were they hydrated with water from a known safe source?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Required Method of Placing Sealing Material			
<input type="checkbox"/> Conductor Pipe-Gravity		<input type="checkbox"/> Conductor Pipe-Pumped	
<input type="checkbox"/> Screened & Poured (Bentonite Chips)		<input type="checkbox"/> Other (Explain): _____	
Sealing Materials			
<input type="checkbox"/> Neat Cement Grout		<input type="checkbox"/> Concrete	
<input type="checkbox"/> Sand-Cement (Concrete) Grout		<input type="checkbox"/> Bentonite Chips	
For Monitoring Wells and Monitoring Well Boreholes Only:			
<input type="checkbox"/> Bentonite Chips		<input type="checkbox"/> Bentonite - Cement Grout	
<input type="checkbox"/> Granular Bentonite		<input type="checkbox"/> Bentonite - Sand Slurry	

5. Material Used to Fill Well / Drillhole

From (ft.)	To (ft.)	No. Yards, Sacks Sealant or Volume (circle one)	Mix Ratio or Mud Weight
Surface			

6. Comments

7. Supervision of Work

Name of Person or Firm Doing Filling & Sealing		License #	Date of Filling & Sealing or Verification (mm/dd/yyyy)	DNR Use Only	
				Date Received	Noted By
Street or Route			Telephone Number ()	Comments	
City	State	ZIP Code	Signature of Person Doing Work		Date Signed

Instructions

Well Filling and Sealing

Wisconsin Administrative Code (NR 811, NR 812, and NR 141 requires well owners to permanently fill and seal any unused wells/drillholes/boreholes on their property. **As of June 1, 2008 water supply wells can only be filled and sealed by licensed well drillers and pump installers.**

1. Remove any pump, pump piping, debris or other obstacles that could interfere with the sealing operation.
2. Except when bentonite chips are used, the sealing material must be placed with the use of a conductor (tremie) pipe to fill the entire well column to the top with required sealing material. Refer to NR 812 and NR 141 for more details on filling and sealing requirements.

General Instructions: Fill out Well/Drillhole/Borehole Filling & Sealing Report Form 3300-005 as completely as possible for each well or borehole filled and sealed. Information should be provided for every box on the form where available. Sign each form. Please note that these forms are subject to change. (Personally identifiable information on these forms is not intended to be used for any other purpose.)

Verification Only of Fill and Seal: If you are only verifying that filling and sealing has previously occurred on a well and are NOT performing any filling and sealing work on the well, check the box near the top of the form. Complete Parts 1 and 2 of the form completely and any information you can provide in Parts 3, 4 and 5. You must provide comments in Part 6 as to the method used to verify both the filling and sealing of the well. Complete Part 7, including the date of Filling and Sealing or verification. It will be implied that you did do the filling and sealing work or the verification as stated in Part 7.

Route to: Check the appropriate routing box on the top of the form to assure proper routing to the DNR program requiring this well be filled and sealed. Mail the form and any attachments to the Department of Natural Resources, PO Box 7921, Madison, WI 53707-7921.

If you do any work to fill or seal the well, you must complete this form as intended and do not check the Verification Only of Fill and Seal box.

(1) WELL LOCATION INFORMATION

WI Unique Well #: Fill in the 2 alphabetic and 3 numeric Wisconsin Unique Well Number (WUWN) of the well being filled and sealed. Check the well, sample tap in the house or the fuse box for a WUWN if one has been assigned to the well.

Hicap #: If this was a high capacity well, enter the number assigned to the well by the Department.

Well Location: Locate the well by Public Land Survey (Gov't Lot or ¼ ¼, ¼, Section, Township and Range) AND latitude and longitude coordinates, using GPS or on-line map locators.

Format Code: Check which format you are reporting in: DD = Decimal Degrees ____ . ____ ____ ° or DDM = Degrees Decimal Minutes ____ ° ____ . ____ ____ ' (Place decimal point appropriately).

Method Code: Check which method you are using to determine latitude/longitude: GPS008 = GPS Receiver; SCR002 = Online Map/Viewer; OTH001 = Other.

(2) FACILITY / OWNER INFORMATION

If the well is located at a commercial or government facility, fill in the name of landfill, wastewater treatment facility, surface impoundment, spill or project.

Facility ID: Fill in the nine digits Facility ID (FID or PWS) assigned to the site by the Department.

License/Permit/Monitoring #: Fill in number assigned to facility by the Department. If unknown, leave blank.

Present Well Owner: Fill in the name, address, city, state and ZIP code of the present owner.

(3) FILLED & SEALED WELL/DRILLHOLE/BOREHOLE INFORMATION

Original Construction Date: Fill in the original date of construction for the well or boring in mm/dd/yyyy format. This section should include information about the original well.

Depth to Water: Enter depth to water from ground surface.

- (4) PUMP, LINER, SCREEN, CASING, & SEALING MATERIAL:** Check only one box where Yes, No or Not Applicable is indicated. Check all boxes which apply otherwise.

- (5) MATERIAL USED TO FILL THE WELL/DRILLHOLE:** Enter the description of the filling material, the depth From and To, circle one measurement unit (Yards, Sacks or Volume), and enter the mix ratio or mud weight (in pounds per gallon).

- (6) COMMENTS:** Describe any of the above boxes in more detail or add information as required to describe the filling and sealing procedures.

- (7) NAME OF PERSON OR FIRM DOING SEALING WORK:** Enter the name (first and last) or firm name, address, and phone number of the person who supervised the work.

Date of Filling & Sealing or Verification: List Month/Day/Year (mm/dd/yyyy) the well was filled & sealed or verified filled & sealed.

prevent entrance of water and to be safe from vandalism and accidents.

(3) **EQUIPMENT LOCATION.** All pump piping, including the pump discharge or suction pipe, shall extend watertight through an access sleeve in the dug well cover.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91.

NR 812.25 Springs. The unprotected nature of springs subjects them to wide fluctuations in water quality. The department discourages their use as a source of potable water.

(1) Springs vary from the standpoint of sources, locations, surrounding land uses and elevation. Each spring considered for use as a source of potable water shall be evaluated by the department prior to use as a potable source. Development of a spring as a source of potable water will be approved only after a department evaluation and approval. The placement or driving of a casing pipe into an undeveloped spring in a location easily accessible to the public regardless of the intended use of the spring water is prohibited.

(2) Water supplies using springs as a source of water shall meet the following requirements:

(a) **Location.** 1. The area surrounding the spring to a distance of at least 100 feet laterally and 50 feet downgrade and the area immediately upslope from the spring to a point beyond the crest of the slope or to a distance of at least 200 feet upslope from the spring, may not be used for any activity, including human habitation, which may contaminate the spring.

2. The spring outlet shall be at least 2 feet above the regional flood water level.

3. The spring water shall flow from an underground source having enough overburden so that a horizontal plane extending back into the slope of the hill 100 feet will be at least 25 feet below the ground surface.

4. The spring shall meet the distance separation requirements from potential contamination sources as specified in s. NR 812.08.

(b) **Construction.** The spring outlet shall be completely protected against the entrance of surface water runoff, insects, rodents and contaminants.

1. As depicted in figure 19, a poured concrete box structure reinforced with 3/8 inch bars each way shall be constructed to house the spring outlet. This spring box shall meet the following minimum construction requirements:

a. Five-inch thick walls and roof with no cracks or holes, except for the overflow pipe in the wall and the access openings in the roof,

b. A width of 4 feet, with a 24-square foot cross section,

c. A 20-inch diameter round, or a 20-inch square access opening in the roof with a 4-inch thick concrete curbing wall that extends 8 inches above the roof,

d. An overlapping, tight-fitting, shoebox-type cover with 4-inch high skirted sides, constructed from welded sheet steel, to cover the access opening,

e. A 4-inch diameter or larger steel pipe sleeve, comprising a section of well casing pipe conforming to s. NR 812.17 (2) extending through the roof to a point at least 12 inches above the roof for the passage of the pump suction and discharge pipe or a service pipe from a pressure tank. The steel pipe sleeve shall be provided with a one-piece top plate sanitary well seal, and

f. An overflow pipe with a screened outlet that terminates at least 2 pipe diameters above the maximum water level at its discharge point.

2. Buried discharge pipe from the spring, from a pump or any service pipes from a pressure tank shall be maintained under positive gauge pressure at all times.

3. When the pump, pressure tank, or both, are installed above the spring outlet box, an insulated housing shall be provided for frost protection.

(c) The spring shall be capable of producing water that is continuously free from coliform bacterial contamination and free of contaminants in excess of the drinking water standards in s. NR 812.06.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91; am. (1) and (2) (a) 1, Register, September, 1994, No. 465, eff. 10-1-94.

NR 812.26 Well and drillhole filling and sealing.

(1) **PURPOSE.** The filling and sealing of noncomplying, unused, abandoned, or contaminated wells or drillholes and noncomplying water systems is an important step in the protection of the local groundwater quality. Wells or drillholes, especially those with structural defects, may act as conduits for the vertical movement of contamination from or near the ground surface into the groundwater or from one aquifer to another.

(2) **CRITERIA FOR FILLING AND SEALING.** (a) The well owner shall hire a registered water well drilling or pump installing business or licensed water well driller or pump installer to fill and seal a well or a drillhole under any of the following conditions:

1. The well water is contaminated with biological agents, bacteriological, viral or parasitic and 3 attempts at batch chlorination by a licensed or registered water well driller or pump installer fail to eliminate the problem.

2. The well or drillhole poses a hazard to health or safety, or to groundwater,

3. The well or drillhole construction or well location does not comply with the minimum standards of this chapter, or

4. No later than 90 days after the well or drillhole has been removed from service. The 90-day time period in this subdivision does not apply to seasonal water systems or to high capacity irrigation wells.

5. The well construction is noncomplying.

5m. The heat exchange drillhole will not be used as part of the heat exchange system.

6. The pump installation is not operational or it does not comply with the requirements of this chapter.

(b) The department may require the well owner to hire a registered water well drilling business or a licensed individual water well driller or a registered pump installing business or a licensed individual pump installer to fill and seal a well or drillhole under the following conditions:

1. The well water is contaminated with a substance in exceedance of the drinking water standards specified in s. NR 812.06.

2. The well or heat exchange drillhole was not constructed by the well owner or by a licensed water well or heat exchange driller or registered water well drilling business.

(c) A water well driller or well constructor shall, no later than 30 days after receiving notice from the department, fill and seal a well or drillhole, which the individual constructed or reconstructed, under the following conditions:

1. The well or heat exchange drillhole construction or location does not comply with the minimum standards of this chapter at the time the well or heat exchange drillhole was constructed, or

2. The drillhole is an unsuccessful attempt to construct or reconstruct a well.

(d) The department may require any person who has filled and sealed a well, with a method, material or in a manner not in compliance with this section, to hire a registered water well drilling business or licensed individual water well driller or a registered pump installing business or a licensed pump installer to take corrective action so that the well is filled and sealed in a complying manner.

(3) **REQUIREMENTS FOR WELLS REMOVED FROM SERVICE.** Any well or drillhole removed from service shall be properly filled and

sealed according to the criteria and procedures in this section except as exempted by s. NR 123.23 (3) (c). Any well or drillhole removed from service shall be properly filled and sealed prior to any demolition or construction work on the property. A well driller or well constructor who removes a well from service or constructs a replacement well on a property shall inform the property owner that the department requires that any well replaced or

removed from service to be filled and sealed according to the requirements of this section no later than 90 days after the well was removed from service or 90 days after the completion of the replacement well. A well driller or well constructor shall report, on the well construction report, any well he or she removes from service for any replacement well he or she constructs on the property.

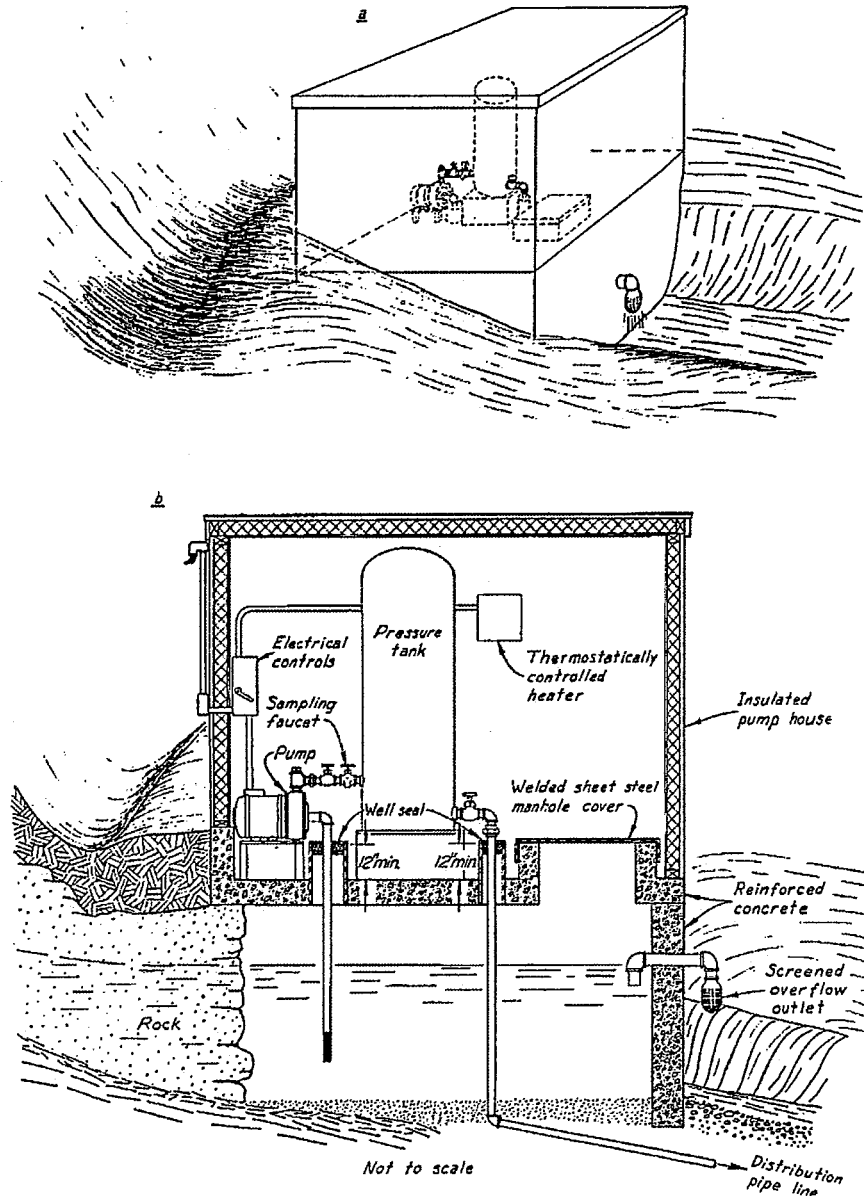


Figure 19. Specifications for spring boxes.

(5) **WELL OR DRILLHOLE CASING PIPE.** The well casing pipe or drillhole casing pipe shall be left in place when a well or drillhole is filled and sealed, except under par. (a), (b), (c), or (d) and only if the well or drillhole is completely filled and sealed with the sealing material as the well casing pipe is pulled or before it is pulled; and only if any concrete or neat cement grout that settles in the well or drillhole is replaced.

(a) The well casing pipe may be removed from a dry drillhole and reinstalled in a well on the same property within 30 days of original drillhole construction,

(b) The well casing pipe may be removed from a well or drillhole as part of reconstruction ordered or requested by the department. The well casing pipe may only be reinstalled on the same

property if the reconstruction takes place within 120 days of the original construction,

(c) The well casing pipe may be removed from a dewatering well or a drillhole. Such well casing pipe may only be reused for dewatering wells.

(d) The well casing pipe may be removed from a recently constructed well or drillhole and reused if the well casing pipe is inspected and approved for reuse by a department representative.

(6) **REQUIREMENTS PRIOR TO FILLING AND SEALING A WELL OR DRILLHOLE.** (a) All debris, pumps, piping, ungrouted liner pipe and any other obstruction known to be in the well or drillhole shall be removed if possible before the well or drillhole is filled and sealed. When a pump is or becomes stuck within the well, a rea-

sonable attempt using the best available technology shall be made to pull it out. If the pump cannot be pulled, a tremie pipe shall be placed in the well to a depth just above the top of the pump and neat cement grout shall be pumped in to entomb the pump and fill and seal the entire well.

(b) In a badly fractured or highly permeable geologic formation sodium bentonite drilling mud may be circulated in the drillhole or in the well prior to the filling and sealing procedures.

(c) The sealing material to be used to fill and seal a well or drillhole greater than 3 inches in diameter shall be placed through a conductor (tremie) pipe or by means of a dump bailer except when approved bentonite chips are used for wells 4 inches or larger in diameter. Conductor (tremie) pipe used shall be any of the following:

1. Metal pipe,
2. Rubber-covered hose reinforced with braided fiber or steel and rated for at least 300 psi, or
3. For use at depths less than 100 feet, thermoplastic pipe rated for at least 160 psi including:
 - a. Polyvinyl chloride (PVC);
 - b. Chlorinated polyvinyl chloride (CPVC);
 - c. Polyethylene (PE);
 - d. Polybutylene (PB); and
 - e. Acrylonitrile butadiene styrene (ABS).

(d) The bottom end of the conductor pipe shall be submerged in the filling and sealing material at all times, except when an alternate procedure is approved by the department.

(e) The flow from a flowing well or drillhole shall be reduced as much as possible with a packer by extending the well casing pipe or by other approved means including those depicted in figures 20 to 22 before it is filled and sealed.

(f) Filling and sealing of wells or drillholes with inadequate grouting or sealing of the annular space outside the well casing pipe or liner shall be performed to ensure complete sealing of the annular space. Techniques are situation dependent and may include reaming a new annular space outside the well casing pipe, use of pressure grouting methods or perforation of the well casing pipe. When perforation of the well casing or liner pipe is undertaken, it shall be done in a manner according to par. (h).

(g) The well casing pipe and filling and sealing material may be terminated as much as 3 feet below the ground surface or to a depth below any future building foundation at the time of the filling and sealing procedure.

(h) When an ungrouted well casing pipe or liner cannot be pulled, it shall be perforated or ripped in place prior the filling and sealing according to the following procedures:

1. The casing pipe or liner shall be perforated using projectiles fired perpendicular to the length of the string of pipe. The perforations shall extend completely through the casing or liner pipe. As an alternative the casing pipe or liner may be vertically ripped.
2. Four perforation shots or one rip shall be provided for each 5-feet of casing or liner.
3. Each perforation shot shall be a minimum of 0.4 inches in diameter. Each rip shall have a minimum width of 0.25 inches and a minimum length of 12 inches.
4. The orientation of each successive perforation shot or rip shall be rotated by 90 degrees along the string of pipe.
5. After the well casing or liner has been perforated or ripped, the well shall be completely filled with neat cement from the bottom up to the ground surface. The well shall be filled both inside and outside the string of casing or liner pipe using a pressure grouting method in accordance with the requirements of s. NR 812.20

(i) When a well has a gravel pack that extends up to or within 20 feet of the ground surface, at least the top 20 feet of it shall be

jetted out or removed in some other manner. Once the gravel pack has been removed the open annular space shall be filled and sealed with neat cement grout or concrete applied with a pressure method injected through a conductor (tremie) pipe.

(7) FILLING & SEALING OF WELLS AND DRILLHOLES, METHODS, AND MATERIALS. (a) *Methods*. Once obstructions have been removed from a well or a drillhole, it shall be filled and sealed, from the bottom up, with the materials specified in this paragraph and in Table C with the use of a conductor (tremie) pipe, except where the use of a conductor pipe is specifically exempted, by using one of the following methods:

1. 'Wells and drillholes completed in unconsolidated formations'. a. Drilled wells and drillholes or driven-point wells larger than 3 inches in diameter in unconsolidated formations shall be filled and sealed with neat cement grout, concrete (sand-cement) grout, concrete or with department-approved bentonite chips as provided and specified in subd. 3. for wells 4 inches or larger in diameter.

b. Wells and drillholes less than or equal to 3 inches in diameter completed in unconsolidated formations shall be filled and sealed with neat cement grout which may be poured or pumped down the drive pipe or drillhole. The use of a conductor pipe is not required.

2. 'Filling and sealing bedrock wells and drillholes'. Wells and drillholes completed in bedrock formations shall be completely filled and sealed from the bottom up with neat cement grout, concrete (sand-cement) grout, concrete or approved bentonite chips as provided in subd. 3. As an alternative for uncontaminated bedrock wells and drillholes deeper than 250 feet, chlorinated, sand-free pea gravel may be used to fill and seal the well or drillhole from the bottom up to 20 feet below the bottom of the casing pipe, or up to the 250-foot depth, whichever is deeper. This alternative may be used provided that for wells having drillholes extending through the Maquoketa Shale formation, a neat cement grout, concrete or bentonite chip plug at least 40 feet thick is placed and centered at the contact surface between the Maquoketa Shale and adjacent geologic formations, both above and below. Additionally, a neat cement grout, concrete or bentonite chip plug at least 40 feet thick shall be placed and centered at the top of the uppermost Cambrian Sandstone formation and at the top of the Eau Claire Formation of the Cambrian Sandstone whenever these layers are present in the open bedrock drillhole. When pea gravel is used for this alternative, it may be poured without the use of a conductor pipe provided the well is sounded at 50-foot intervals to ensure that bridging of the gravel in the well does not occur.

3. 'Use of bentonite chips to fill and seal wells and drillholes'. Approved bentonite chips may be used to fill and seal both unconsolidated formation and bedrock wells and drillholes with the following restrictions:

a. For wells and drillholes 4-inch diameter and larger the total depth may not be deeper than 500 feet and the number of feet of standing water in the well or drillhole may not be more than 350 feet. As an alternative for uncontaminated wells and drillholes deeper than 250 feet, chlorinated, sand-free pea gravel may be used to fill and seal the well or drillhole from the bottom up to 20 feet below the bottom of the casing pipe, or up to the 250-foot depth, whichever is deeper. This alternative may be used provided that for wells or drillholes extending through the Maquoketa Shale formation, a bentonite chip plug at least 40 feet thick is placed and centered at the contact surfaces between the adjacent geologic formations, both above and below. Additionally, a neat cement grout, concrete or bentonite chip plug at least 40 feet thick shall be placed and centered at the top of the uppermost Cambrian Sandstone formation and at the top of the Eau Claire Formation of the Cambrian Sandstone whenever these layers are present in the open bedrock drillhole. When pea gravel is used for this alternative, it may be poured without the use of a conductor pipe pro-

vided the well is sounded at 50-foot intervals to ensure that bridging of the gravel in the well does not occur.

b. Not allowed for wells and drillholes less than 4-inch diameter, and

c. Not allowed for any well or drillhole filled with drilling mud or bentonite slurry.

d. Fine particles and dust, typically present in the bags of chips, shall be prevented from entering the well by pouring the chips across a coarse-mesh screen such that they tumble under their own weight across the screen before falling into the well.

e. The chips shall be poured at a rate such that a 50-pound bag is emptied in a time period not less than 3 minutes. Once the chips rise above the water table, the rate of pour may be increased.

f. The depth of chips shall be monitored during the filling process, at a minimum of once every calculated 10 bags, to ensure the chips are not bridging in the well or drillhole. Any bridge of the chips shall be removed.

g. Water from a clean, bacteriologically safe and uncontaminated source shall be poured into the well in order to hydrate the chips. Water shall be introduced until the water level rises to the top of the well casing and the well will not accept any additional water at the time the individual who performs the filling and sealing operation leaves the site.

4. 'Filling and sealing dug and bored wells'. a. Dug or bored wells shall have the cover removed and the top 5 feet of curbing or concrete wall removed. Rock curbing may be caved into the drillhole as the well is being sealed only if done in a manner to prevent bridging. The well shall be filled and sealed using clean clay or silt, clean native soil, approved bentonite chips, concrete, concrete (sand-cement) grout or neat cement grout if constructed in unconsolidated formations.

b. Dug wells and drillholes constructed partially or completely into bedrock shall be filled and sealed with neat cement grout, concrete (sand-cement) grout, concrete or approved ben-

tonite chips to a point at least 2 feet above the top of the bedrock. The remainder of the well or drillhole may be filled and sealed using any of the materials listed in subd. 4. a.

c. Dug or bored wells 18 inches in diameter and smaller shall be filled and sealed by means of a conductor (tremie) pipe, except when bentonite chips are used as specified in subd. 3. or when clean clay or silt or clean native soil is used and the dug or bored well is 25 feet deep or less.

5. 'Well pits'. When a well terminating in a pit is filled and sealed, the pit shall also be filled and sealed except when the pit is a subsurface pumproom (alcove) adjoining a basement. When a well terminating in a pit is extended above grade, the pit shall be filled and sealed. Pits shall be properly filled and sealed by first removing from the pit, all water system features, including but not limited to the pressure tank, pump, discharge piping, electrical wiring and conduit, any treatment equipment, and then by perforating the floor, knocking out or perforating one wall with several holes and filling and sealing the pit with clean native soil less permeable than the soil surrounding the pit. If the pit will only be used for the purpose of housing valves and the pit complies with NR 812.36 (1), the pit may be kept.

6. 'Non-pressure conduits'. When wells having non-pressure conduits are filled and sealed, the basement end of the conduit shall be permanently sealed with a watertight cap or seal.

7. 'Filling heat exchange drillholes'. a. If the loops for a heat exchange drillhole have not been grouted in place and can be removed from the drillhole, then the loops shall be removed and the drillhole shall be filled with grout.

b. If the loops for a heat exchange drillhole have been grouted in place and cannot be removed from the drillhole, then the loops shall be evacuated of all fluids and grout shall be pumped into the loops. The drillhole shall be grouted. The loops may be left in place after the grouting procedure or may be cut off below ground surface.

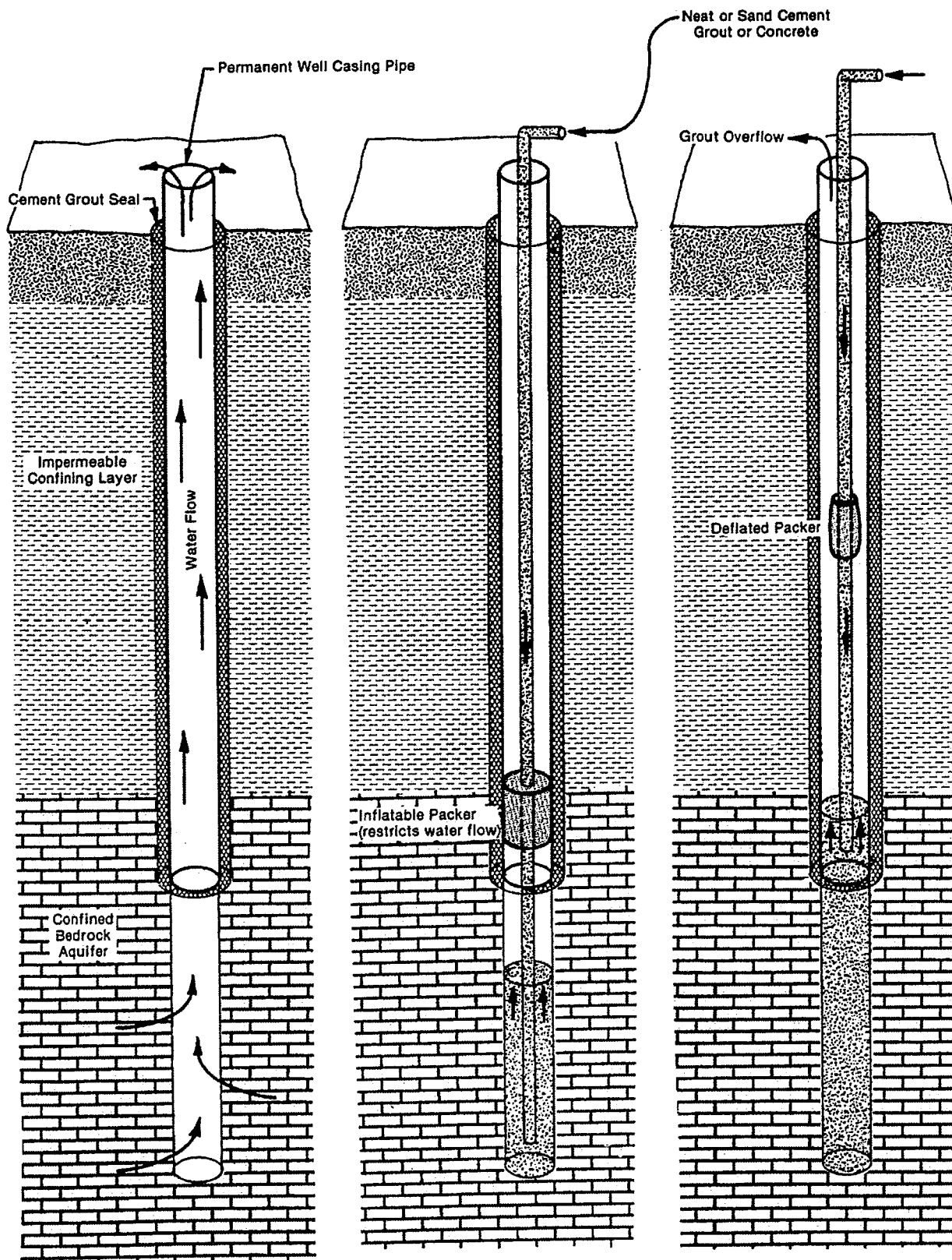


Figure 20. Inflatable packer method for permanently abandoning a flowing well.

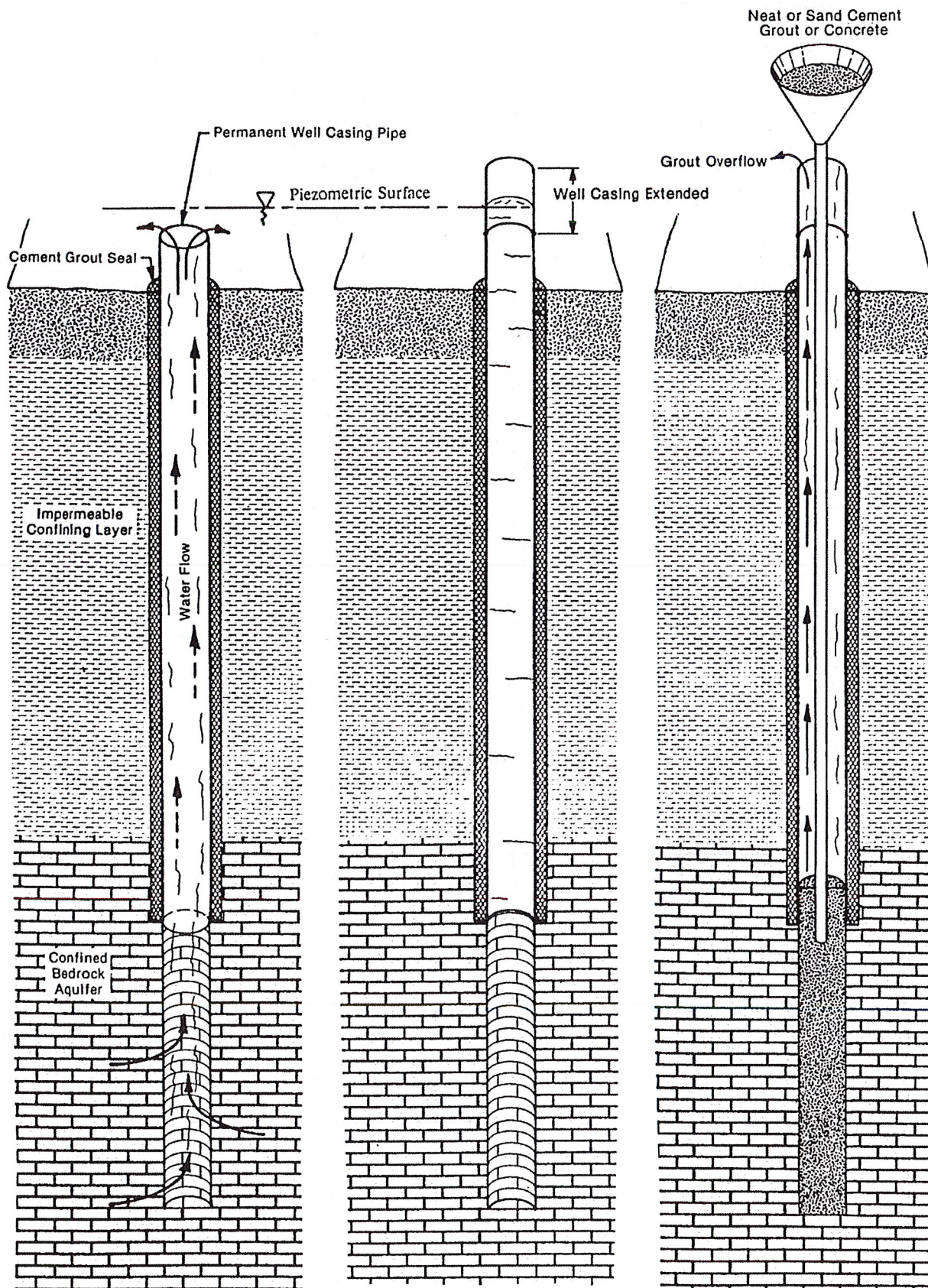


Figure 21. Method for reducing flow in a flowing well by extending the well casing pipe before permanently abandoning the well.

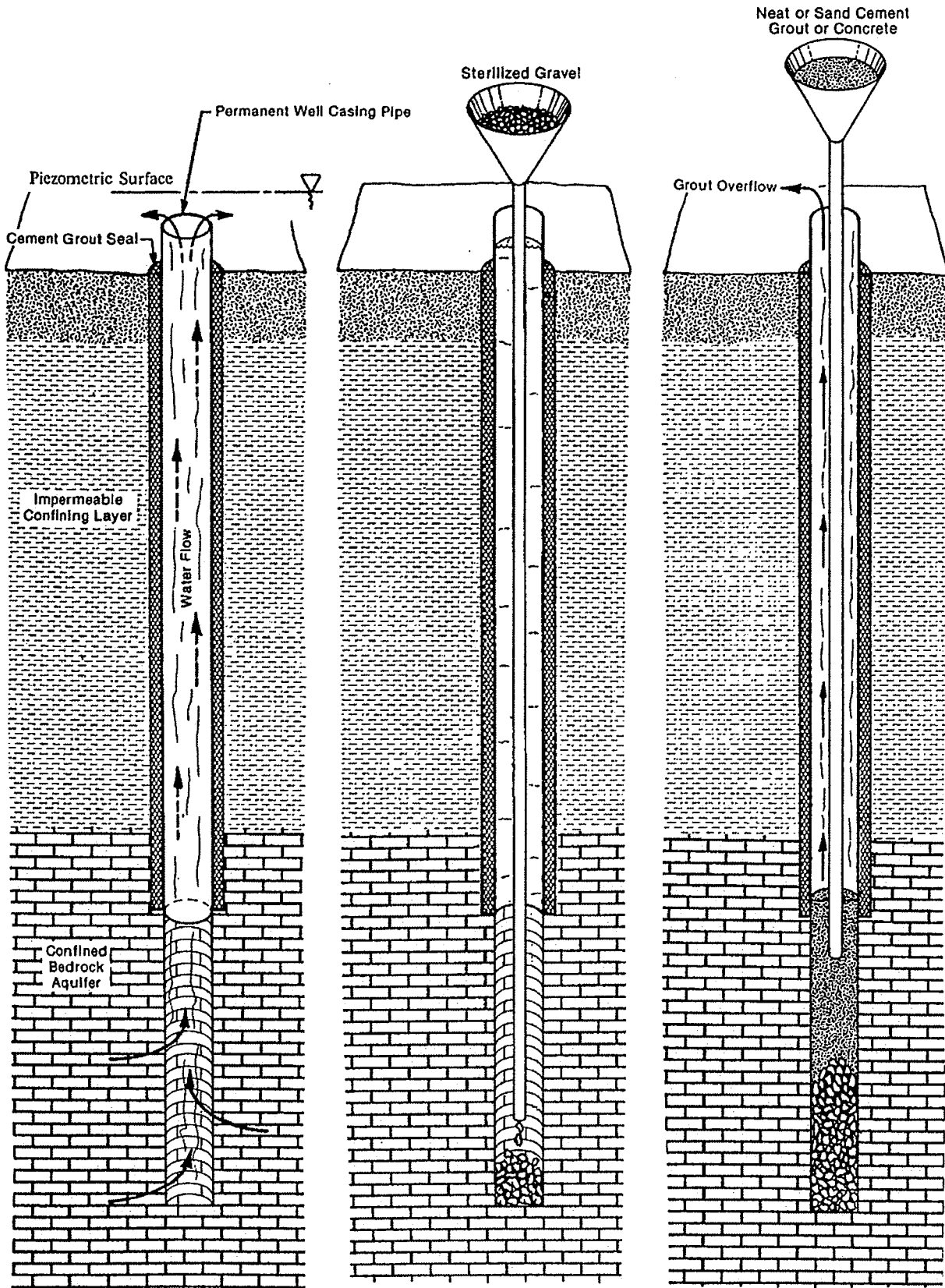


Figure 22. Method for reducing flow in a flowing well by first adding gravel to the bottom before permanently abandoning the well.

(b) *Materials.* 1. Neat cement grout or concrete (sand-cement) grout as described in s. NR 812.20 (1), or approved bentonite chips shall be used to fill and seal wells and drillholes where the use of such materials are required in this section. The grout mixture shall be measured with a mud balance and shall have a slurry weight of at least 15.2 pounds per gallon unless powdered bentonite is added. Approved powdered bentonite may be added to the neat cement grout mixture, using a ratio of up to 5 pounds

of bentonite per 94-pound bag of cement. When added, the resulting mixture shall meet the specifications of Table VI. Bentonite used for this purpose shall be 90-barrel per ton yield meeting the specifications of API 13A, Sec. 9. High yield drilling mud bentonite, also known as beneficiated bentonite, may not be used for this purpose. Any other ingredients or additives, to increase fluidity, control shrinkage or time of set may only be used with approval.

Table VI
(To Be Used When Adding Approved Powdered Bentonite to Neat Cement Grout for the Purpose of Filling and Sealing a Well)

Final slurry density (pounds per gallon)	Gallons of H ₂ O needed per each 94-pound sack of cement	Pounds of bentonite per sack of cement	Percent bentonite of final slurry	Cubic feet of slurry per sack of cement
15.8	5.0 gal./sack	0 lb.	0 %	1.15 ft ³ /sack
15.6	5.3 gal./sack	0 lb.	0 %	1.19 ft ³ /sack
15.4	5.5 gal./sack	0 lb.	0 %	1.22 ft ³ /sack
15.2	5.9 gal./sack	0 lb.	0 %	1.27 ft ³ /sack
15.0	6.0 gal./sack	0 lb.	0 %	1.28 ft ³ /sack
14.8	6.2 gal./sack	1 lb.	~ 1 %	1.32 ft ³ /sack
14.7	6.5 gal./sack	2 lb.	~ 2 %	1.36 ft ³ /sack
14.4	7.2 gal./sack	3 lb.	~ 3 %	1.46 ft ³ /sack
14.1	7.8 gal./sack	4 lb.	~ 4 %	1.55 ft ³ /sack
13.8	8.5 gal./sack	5 lb.	~ 5 %	1.64 ft ³ /sack

Note: Note: Table VI is based on Halliburton Cementing Tables

2. Concrete shall consist of a mixture of cement, water, sand, and gravel in the proportion of one bag Portland cement (94 pounds) (ASTM C 150, Type I or API-10A, Class A), an equal measure of sand and an equal measure of gravel, by weight or by volume, and not more than 6 gallons of water. As an alternative,

a commercially prepared mix may be used providing the mix has at least 6 bags of cement per cubic yard. The gravel size may not exceed 1/3 of the inside diameter of the conductor (tremie) pipe used for filling and sealing the well or drillhole.

**TABLE C
ACCEPTABLE MATERIALS AND METHODS FOR WELL FILLING AND SEALING**

Well Type	Materials								Methods
	Clean Clay or Silt or Clean Native Soil	Approved Bentonite Chips ^A	Neat Cement Grout	Concrete @	Sand-cement Grout	Bentonite-sand slurry w/ min. mud wt. 11 lbs/gal	Chlorinated, sand-free pea gravel		
Unconsolidated Formation Wells	Driven-Point Wells & Drillholes ≤ 3" diam.~	No	No	Yes	No	No	No	No	Neat cement may be poured without using a conductor# pipe
	Wells & Drillholes > 3" diam.	No	Yes, provided well is 4" minimum diameter & 500' maximum depth	Yes	Yes	Yes	No	♦Yes, but in depths below 250'	Conductor# pipe required except when bentonite chips or pea gravel is used
	Dug Wells ∞	Yes (top 5' of curbing must be removed following filling)	Yes	Yes	Yes	Yes	No	No	Conductor# pipe not required unless well is ≤ 18" diameter
Bedrock Wells	Bedrock wells not extending through Maquoketa Shale or Cambrian Sandstone	No	Yes, provided well is 4" minimum diameter & 500' maximum depth	Yes	Yes	Yes	No	♦Yes, but in depths below 250'	Conductor# pipe required except when bentonite chips or pea gravel is used
	Bedrock wells extending through Maquoketa Shale or Cambrian Sandstone	No	Yes in top 500' & for 40' plugs at top & bottom of Maquoketa Shale contact surfaces†	Yes	Yes	Yes	No	♦Yes, but in depths below 250', but not at Maquoketa Shale contact surfaces†	Conductor# pipe required except when bentonite chips or pea gravel is used
	Dug Wells ∞	Yes, but only in unconsolidated portion of well	Yes	Yes	Yes	Yes	No	No	Conductor# pipe required only for placement of grout or concrete; or if well is ≤ 18" diameter
Well Pits	Yes	Yes	Yes	Yes	Yes	No	No	Must perforate floor & knock out or perforate 1 wall of pit	

~ It is not permissible to remove the drive pipe and screen no matter how shallow the well is.

∞ The top 5 feet of dug well curbing must be knocked out to provide a soil contact with the filling material.

@ When concrete is used, the grava size may not exceed 1/3 the inside diameter of the conductor pipe used.

The terms conductor pipe and trench pipe are synonymous. The bottom of the pipe must remain submerged in the grout throughout the filling procedure. Conductor pipe must be metal pipe, the malleable pipe rated for at least 100 psi or rubber-covered hose reinforced with braided fiber or steel and rated for at least 300 psi.

^A Bentonite chips may only be used for wells not deeper than 500 feet and having not more than 350 feet of standing water in them. [See s. NR 812.26(7)(a)3.] The chips shall be poured across a coarse mesh screen, such that excess dust does not enter the well. Pour rate shall not be faster than 5 min. per 50 lb. bag to prevent bridging. The depth of chips shall be monitored once every 10 bags. Water shall be added until the water level rises to the top of the well casing.

♦ 40' impermeable plugs shall be provided for certain bedrock formation changes [See s. NR 812.26(7)(a)2].

† See NR 812.26(7)(a)2. and 3. for requirements regarding Cambrian Sandstone contact surfaces.

(8) **WELL AND DRILLHOLE FILLING AND SEALING REPORTS.** A well and drillhole filling and sealing report shall be filed with the department no later than 30 days after the well or drillhole is filled and sealed. The filling and sealing report shall be filed by the person performing the filling and sealing work on forms specified by the department and shall include a complete, true and accurate detailed description of the location of the well or drillhole that was filled and sealed, materials and method of filling and sealing, construction and geologic features and Wisconsin Unique Well Number, if known. Water well drillers, heat exchange drillers, well constructors and pump installers shall report any unused wells or drillholes that are not filled and sealed for which they have knowledge to the department. Beginning July 1, 2016 filling and sealing reports shall be filed with the department electronically.

(9) **WELL AND DRILLHOLE FILLING AND SEALING LICENSE OR REGISTRATION REQUIREMENTS.** In order to fill and seal a well or drillhole, or to verify that a well or drillhole was properly filled and sealed, a person must be licensed or registered in accordance with ch. NR 146 and ch. 280, Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91; am. (2) (a) 4., (3) (6) (c) (intro.), (7) (a) (intro.) 1. b., 2., 3. a., 4. a. and c. and 5., cr. (2) (d), (7) (a) 6. and Table C, Register, September, 1994, No. 465, eff. 10-1-94; CR 13-096; cr. (2) (a) 5m., am. (2) (b) 2., (c) 1., cr. (7) (a) 7., am. (8), CR 13-099; am. (title), (1), (2) (a) (intro.), 1., 2., 4., cr. (2) (a) 5., 6., am. (2) (b), (c) (intro.), (d), (3), r. (4), am. (5) (intro.), r. (5) (e), am. (6) (title), (a), (b), (c) (intro.), 3. (intro.), (d) to (g), cr. (6) (h), (i), am. (7) (title), (a) (intro.), 1., 2., 3. (intro.), a., cr. (7) (a) 3. d. to g., am. (7) (a) 4. to 6., (b), cr. Table VI, r. and recr. Table C, am. (8), cr. (9) Register September 2014 No. 705, eff. 10-1-14; correction in numbering in (2) (a) 5m. made under s. 13.92 (4) (b) 1., Stats., Register September 2014 No. 705; 2015 Wis. Act 197 ss. 47, 48 Register April 2016 No. 724.

Subchapter III — Requirements for New Pump Installations and Water Treatment

NR 812.27 Pump installer requirements. (1) **LICENSE REQUIREMENT.** Pump installers shall hold a valid Wisconsin license. A master plumber licensed under ch. 145, Stats., may install a pressure tank without a pump installers license. The name and license number of the pump installer or pump installer firm shall be identified on the pump installation truck and similar equipment. The identification shall be at least 2 inches in height with at least 1/4 inch wide brush stroke. The identification shall have a sharp color contrast with the background on which it is applied. The identification shall remain legible.

(2) **LOCATION REQUIREMENT.** Except when the reporting requirements of s. NR 812.04 (2) are complied with, a pump may not be installed, replaced or serviced in a well that is not properly located according to the minimum location and separation requirements in effect at the time of construction and:

(a) According to the minimum location requirements in effect at the time of installation of any potential source of contamination, if the source was installed more recently, or

(b) According to the minimum location requirements of s. NR 812.08.

(3) **PITS.** Existing pits and subsurface pumphouses shall comply with the conditions of a department approval to construct the pit or to the minimum standards of s. NR 812.42 (2).

(4) **PITLESS ADAPTERS AND UNITS.** Pump installers or persons installing pumps shall use approved pitless adapters and pitless units to make subsurface connection to wells as specified in s. NR 812.31.

(5) **DISINFECTION AND WELL SEALS.** The pump installer shall disinfect any potable well and water system according to s. NR 812.22 (4) and (5) upon completion of the original pump installation and thereafter, anytime the well is entered for the purpose of measuring or diagnosing any feature or problem with the well or after the well is entered for rehabilitation, redevelopment, reconditioning or cleaning or if the well is entered for the purpose of installing, replacing or repairing any equipment located within the well. Following disinfection, the disinfectant shall be flushed according to s. NR 812.22 (5). The disinfection and flushing shall

be completed before the system is placed into service. The pump installer shall seal or cover the well with an approved vermin-proof cap or seal.

Note: The pump installer may designate the owner, the property lessee or any other person to flush the system.

(6) **SAMPLING AND REPORTING REQUIREMENTS.** In accordance with all requirements of s. NR 812.41 (3), the pump installer, or his or her agent, shall collect a water sample or samples from a potable well no later than 30 days following completion of the original pump installation and thereafter no later than 30 days after the well is entered for the purpose of measuring or diagnosing any feature or problem with the well or after the well is entered for rehabilitation, redevelopment, reconditioning or cleaning or if the well is entered for the purpose of installing, replacing or repairing any equipment located within the well. The water sample shall be analyzed for coliform bacteria by either a laboratory certified by DATCP for bacteriological analysis of drinking water and having an agreement with the department for electronic submission of laboratory test reports to the department no later than 30 days after completion of the analysis, or be analyzed by the Wisconsin state laboratory of hygiene. For pump work that involves entry into the well, other than the original pump installation, water samples shall also be collected by the pump installer and analyzed for nitrate and arsenic by laboratories certified for those analyses and having an agreement with the department for electronic submission of laboratory test reports to the department within 30 days after completion of the analyses, or analyzed by the Wisconsin state laboratory of hygiene. The pump installer may designate the owner, the property lessee or any other person to collect the samples and submit them for analysis. The pump installer shall provide a copy of the laboratory test report(s) to the well owner within 10 days of the receipt of the report(s) by the pump installer.

(7) **NOTIFICATION OF CONTAMINATED WELLS.** Pump installers shall notify a well owner if the pump installer becomes aware that the water from the well contains contaminants in excess of the primary drinking water standards in ch. NR 809.

(8) **BACTERIOLOGICALLY UNSAFE WELLS.** The pump installer shall return to the well site to attempt to correct a problem with a potable well that produces bacteriologically unsafe water. The pump installer shall return no later than 90 days after the pump installation is completed or 30 days after the pump is placed into service, whichever is longer. If noncomplying installation or failure to disinfect was not the cause of the problem, a fee may be charged by the pump installer for any corrective work.

(9) Potable water supplies shall be protected to prevent backflow, back-siphonage and cross-connections according to the requirements in s. SPS 382.41 and s. NR 812.32 (1) (f).

(10) When a pump installer has performed pump installation work not in compliance with this chapter, the pump installer shall return to bring the system into compliance. The pump installer shall pay all costs for bringing the installation into compliance with this chapter, other than those costs that would have been charged for an initially complying installation.

(11) A pump installer may not install a pump in a well having an open annular space that extends deeper than twice the depth of the pitless adapter or pitless unit. When an annular space is open to a depth greater than this depth, the pump installer shall inform the well driller so that the driller knows to return to the job site and seal the annular space according to s. NR 812.20. The pump installation shall not be completed until the well driller has resealed the annular space. If the annular space is open to a depth less than or equal to twice the depth of the pitless adapter, the pump installer may seal the open annular space with an approved granular bentonite hydrated with water from a known safe and uncontaminated source.

History: Cr. Register, January, 1991, No. 421, eff. 2-1-91; am. (2), (4) to (6), cr. (8) and (9), Register, September, 1994, No. 465, eff. 10-1-94; correction in (9) made under s. 13.93 (2m) (b) 7., Stats., Register, September, 1996, No. 489; correction in

PROPOSAL NO. 09-19

PROPOSAL

City of Kenosha Municipal Building
Finance Dept. Room 208
625 52nd Street
Kenosha, WI 53140-3480
262-653-4186

Finance Department:

We hereby propose to abandon three (3) water wells at 9109 38th Street, 11325/11401 38th Street and 11721 38th Street in accordance with NR 812.26 Wisconsin Administrative Code at the following firm prices:

Flat Fee to obtain information on the construction and condition of each well, inspect each site to confirm the condition and materials used in each well, measure the diameter and depth of each well, remove well pump and associated piping, liner, screen and/or casing and any other material, obstructions and/or debris from each well, and submit a Filling and Sealing Report for each well to WDNR with a copy to the City.

\$ _____

Cost per linear foot* to fill and seal well with concrete
* bids will be evaluated based on an average depth of 350' for each well regardless of actual depth

\$ _____

Copy of Water Well Driller and/or Pump Installer License included?

Yes _____ No _____

Respectfully Submitted,

Firm: _____

Signature: _____

Print Name: _____

Address: _____

Telephone: _____

Date: _____

CONTRACT TO ABANDON WATER WELL(S)

PROJECT NO. 09-19

Between

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

This Contract to Abandon Water Well(s) ("Contract") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 ("City") and _____, _____, with offices located at _____ ("Contractor"), collectively referred to as the Parties.

WITNESSETH:

Whereas, the Contractor has submitted a written Proposal to the City to abandon water well(s) according to the Request for Proposal with Instructions to Proposers and the Scope of Work to be Performed contained in the Request for Proposal, and the City has accepted the Contractor's Proposal, subject to the Contractor entering into and abiding by the terms and conditions of this Contract.

Now, Therefore, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

1. Definitions.

- a. City shall mean the City of Kenosha, Wisconsin.
- b. Contract shall mean this executed Contract and shall include the following documents:
 - Request for Proposal with Instructions to Proposers
 - Scope of Work to be Performed
 - Proposal
 - Affidavit of Organization and Authority and Preparation of Proposal
 - Certificates of Insurance
 - Determinations of City Representative in Charge of Project

- Affidavit Respecting Construction Lien Waivers/Releases
- Contract notices and such other documents as are referenced herein.

Any of the foregoing documents which are not physically attached to this Contract are on file in the Finance Department and are incorporated into this Contract by reference.

- c. Contractor shall mean the party who proposed to do the Work herein described and whose Proposal was accepted by the City.
- d. Director shall mean the City's Director of Community Development and Inspections, or his or her designee.
- e. Overpayment shall mean any money the Contractor received which the Contractor was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by the City.
- f. Work shall mean any contractual endeavor undertaken by the Contractor to accomplish the above abandonments of the water wells in accordance with the Request for Proposal with Instructions to Proposers and Scope of Work to be Performed contained in the Request for Proposal.

2. Work To Be Performed By Contractor And Price/Cost.

The Contractor shall furnish all supervision, labor, equipment, tools, materials, and supplies as necessary to abandon three (3) water wells at the locations listed below in accordance with NR 812.26 of the Wisconsin Administrative Code.

Address: 9109 38th Street
 Tax Parcel: 08-222-29-400-002

Address: 11325 / 11401 38th Street (Shared Well)
 Tax Parcel: 08-222-30-301-011 / 08-222-30-301-012

Address: 11721 38th Street
 Tax Parcel: 08-222-30-301-019

The City agrees to pay the Contractor a flat fee of \$_____ for each well to obtain information on the construction and condition of the well, inspect each site to confirm the condition and materials used in each well, measure the diameter and depth of each well, remove the well pump and associated piping, liner, screen and/or casing and any other material, obstructions and/or debris from each well, and submit a Well Filling and Sealing Report (Form #3300-005) for each well to the Wisconsin Department of Natural Resources with a copy to the City, plus \$_____ per linear foot to fill the actual depth of each well with concrete.

The Work shall be performed in accordance with the Request for Proposal with Instructions to Proposers and the Scope of Work to be Performed contained in the

Request for Proposal. In the event of a conflict between this Contract and the Scope of Work to be Performed, the Scope of Work to be Performed shall control and supersede any inconsistent Contract provision.

3. Commencement And Diligent Prosecution Of Work.

The Contractor will prosecute the Work diligently until fully complete in accordance with this Contract. The Work is to be completed within thirty (30) days of notification of execution of the Contract with directions to proceed from the City.

4. Termination For Cause.

In the event either Party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching Party shall thereupon have the right to terminate this Contract by giving forty-eight (48) hours written notice to the breaching Party of such breach and specifying the date of the termination if the breaching Party has not timely rectified and remedied the purported breach to the satisfaction of the Party that gave notice of the breach. The Contractor shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the Director, except as necessary to cure the default, but not beyond the specified date of termination.

5. Director Decision Final.

Should any dispute arise at any time between the Contractor and the City as to the true meaning or requirements of this Contract, the manner of execution of the Work, the quality of the Work executed, the quality or quantity of materials used, or the timely completion of the Work, the decision of the Director shall be final and conclusive until and unless set aside by a Court of law. The Contractor agrees that should any decision of the Director be challenged in Court, the Court may only set aside a decision of the Director if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

6. Methods, Labor, Equipment, Materials And Supplies.

The Contractor shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The Contractor is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

7. Suspension Of Work By The City.

The Director shall have the authority to suspend the Work where the Director believes that the Contractor is not performing the Work in accordance with this Contract. The Contractor shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the Director.

8. Control And Protection Of Work Site.

The Contractor shall be responsible for the control and protection of the Work site from commencement of the Work until the Work is completed. The Contractor shall keep the site secure and inaccessible to the public.

9. City Cooperation.

City will reasonably cooperate with the Contractor to facilitate the Contractor's performance of the Work. The Contractor will provide reasonable notice to the City when the assistance thereof is requested. However, the City has no obligation to supervise or perform any part of the Work.

10. Governmental Permits And Approvals.

The Contractor is fully responsible, at the Contractor's cost and expense, to obtain such permits and approvals as may be required from any governmental body, including the City, as a precondition to the performance of the Work.

11. Law, Rules And Regulations.

The Contractor shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this Contract and the Work including, but not limited to, any requirements imposed by the Wisconsin Department of Natural Resources.

12. Contractor's Employees And On-Site Representatives.

The Contractor, at all times the Work is being performed, shall assign an employee or agent on the Work site to be the person to whom the Director may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the Director, in writing, upon commencement of the Work.

13. Inspection.

The City has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is in conformance with the Contract. However, only the Director can reject the Work. The use of inspectors by the City shall not relieve the Contractor of the duty of making its own inspections and of itself rejecting improper or defective Work by its employees, subcontractors, suppliers and agents. The failure of a City inspector to notice or reject improper or defective Work shall not waive any rights of the Director to have the Contractor take corrective action at the Contractor's cost and expense to remedy such deficiencies or defects when

discovered. The use of inspectors by the City shall not relieve the Contractor of its duty to maintain a safe workplace.

14. Cleanup.

The Contractor shall at all times keep the site and off-site areas related to the Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work. Within ten (10) days after the completion of the Work, the Contractor shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off-site areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the Contractor neglect any such duty, the Director may cause any such Work to be performed at the Contractor's cost and expense.

15. Payment Of Employees, Subcontractors And Suppliers.

The Contractor shall promptly pay all employees, subcontractors and suppliers for all the Work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the Contractor shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The Contractor, as a condition of payment, shall execute and file an Affidavit Respecting Construction Lien Waivers/Releases with the City Director of Finance.

16. Liquidated Damages For Delays In Contract Completion.

In the event that the Contractor fails to complete the Work within the time the Work is requested to be completed or any extension of time for completion of the Work granted by the Director, the Contractor shall pay to the City for such delay the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in completing the Work. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the City from the Contractor.

17. Rights Of City Upon Contractor Default.

The Contractor recognizes the right of the City to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work or to itself perform such Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the Director. However, none of the above shall relieve the Contractor of its obligations under this Contract.

18. Overpayments And Setoffs Unrelated To Contract.

The Contractor will promptly, upon receipt of written demand from the Director, refund any overpayments received. Should the Contractor not comply with said demand within thirty (30) days of receipt of the written demand, the Contractor shall pay the City interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should the Contractor owe the City any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the Contractor authorizes the City to deduct said amount from any payment due the Contractor hereunder.

19. Safety Precautions.

The Contractor, during the performance of the Work, shall assume control of the Work site and put up and properly maintain, at the Contractor's cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The Director may order the Contractor, by a time or date certain, to take designated safety measures and the failure of the Contractor to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. The Contractor shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the Director or the City inspectors or lack thereof, in this regard. The Contractor has an obligation to check warning and safety devices on a daily basis. In the event of termination of this Contract prior to completion of the Work, the Contractor shall continue to be responsible for maintaining the safety of the Work site until relieved of the obligation by the Director or until another contractor takes possession of the Work site.

20. Payment – Acceptance Of Work.

Payment shall be made by the City upon completion of the Work and submission of invoice to the City's Director of Finance, within fifteen (15) days after the Director executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

Payment will not be made for so long as any order made to the Contractor by the Director seeking compliance with this Contract is not complied with. Payment will be reduced by the amount of any claim which the City may have against the Contractor for (i) improper, defective or rejected Work, (ii) liquidated damages due to delay in the schedule of time for the Work completion, (iii) failing to take safety precaution, (iv) the amount of set-offs authorized by this Contract, or (v) any other

primary liability of the Contractor for which the City could be secondarily liable, which secondary liability was not assumed by the City under this Contract. The Work shall not be accepted by the Director until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been obtained and filed with the City's Department of Community Development and Inspections.

21. Independent Contractors, Worker's And Unemployment Compensation.

The Contractor acknowledges that it is an independent contractor and that its employees and agents are not the employees of the City for purposes of Worker's and Unemployment Compensation or any other purpose. The Contractor shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

22. Prohibitions As To Assignment, Subcontracting And Joint Ventures.

The Contractor may not assign this Contract, enter into a joint enterprise or subcontract any Work without the express written approval of the Director and the City is not liable for any costs and expenses arising therefrom. An unlawful assignment, joint enterprise or subcontract shall render this Contract voidable by the Director as of the date thereof, and the City will not be obligated to pay to the Contractor any money for any of the Work performed by an unauthorized party. However, if this Contract is voided, the Contractor will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by the Director or until another Contractor takes possession of the Work site. The Contractor will be responsible for any cost, loss, expense or damages, including actual attorneys fees, the City may incur in enforcing this provision.

23. Indemnification And Hold Harmless.

The Contractor agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless, the City, its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the City or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the Contractor or as a result of the willful or negligent act or omission of the Contractor and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

24. Insurance.

The Contractor shall procure and maintain during the Contract term the minimum insurance coverages listed below, issued by a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of "A" or better. The minimum insurance coverages listed below shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled for any reason or any material changes are made, the issuing insurer will mail thirty (30) days written notice to the City before any cancellation or material change takes effect. The City shall be named as an additional insured with respect to the coverages required by Sections 24(a), 24(b), 24(c) and 24(e) listed below and the City shall be provided with the endorsements certifying that the City is an additional insured with respect to said policies. The coverages required by Sections 24(a), 24(b), 24(c) and 24(e) listed below shall be primary and any insurance, self-insurance or other coverage maintained by the City shall not contribute to it. The Contractor shall provide the City with a primary insurance endorsement certifying that the insurance coverages listed below are provided on a primary and noncontributory basis. The Contractor shall also provide the City with a waiver of subrogation endorsement.

The following minimum insurance coverages must be in effect and continue in effect during the Contract term:

- a) Commercial General Liability
\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate
- b) Automobile Liability (owned, non-owned, leased)
\$1,000,000.00 Combined Single Limit
- c) Pollution Legal Liability
\$2,000,000.00 Each Loss
- d) Worker's Compensation: Statutory Limits
Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit
- e) Umbrella Liability
\$2,000,000.00. The umbrella liability policy shall not contain any exclusions or exceptions not identified in the Commercial General Liability, Automobile Liability or Pollution Legal Liability policies.

25. Cooperation.

The Contractor shall cooperate with representatives of any and all Local, Federal or State agencies having authority over the Work. Further, although the Contractor has possession of the Work site, the Contractor shall permit City employees and representatives, and employees and representatives of any Federal or State agency to have reasonable access to the Work site at all times.

26. Severability.

It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Contract shall remain in full force and effect.

27. Nondiscrimination.

In the performance of the Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.

28. No Third Party Beneficiaries.

This Contract is intended to be solely for the benefit of the Parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the Parties.

29. Full Agreement – Modification.

This Contract shall be the full and complete agreement and understanding of the Parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can only be modified, in writing, by the mutual agreement of the Parties hereto, said amendment to be attached hereto and incorporated herein.

30. Notices.

Any notice required to be given to any Party to this Contract shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses

indicated below, or such address as the Parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to Contractor:

Attention: _____

If to City:

Director of Community Development and Inspections
Municipal Building, Room 308
625-52nd Street
Kenosha, Wisconsin 53140

With a copy to:

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140

And

Department of Finance
Municipal Building, Room 208
625 52nd Street
Kenosha, Wisconsin 53140

44. Execution Authority.

Each of the undersigned hereby represents and warrants that: (a) such Party has all requisite power to execute this Contract; (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Contract.

Signature pages follow

In Witness Whereof, the parties hereto have hereunto executed this Contract on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

By: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

By: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2018, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

