



# CHATFIELD

WELL DRILLING | WATER PUMPS | WATER TREATMENT

## WATER WELL DRILLING TERMS & CONDITIONS AGREEMENT

### 1. Scope of Work

Chatfield Drilling, Inc. ("Contractor") shall furnish all labor, materials, and equipment necessary to drill a water well at the location specified by the Owner ("Owner"), in accordance with the attached Estimate/Invoice and all applicable zoning and building regulations. Owner is responsible for identifying and marking any private utilities on the property. Contractor will locate public utilities. The well location will be determined in consultation with Owner, considering factors such as drilling rig access, overhead obstructions, permit requirements, and terrain.

### 1. Contractor's Responsibilities

- Contractor shall supervise and direct all drilling activities, utilizing industry best practices.
- Contractor shall maintain a reasonably clean worksite during drilling operations.
- Contractor is solely responsible for the safety of its personnel and shall take all necessary precautions to prevent damage, injury, or loss to persons or property.
- Unless explicitly stated in the Estimate, Contractor is not responsible for landscaping, hardscaping, or disposal of drill cuttings.

**Site Impact and Restoration:** Owner acknowledges that the drilling process **will cause significant disruption to the property**, including soil disturbance, ruts from equipment, and the presence of drilling fluids and cuttings. While Contractor will make reasonable efforts to minimize the impact and conduct a basic land restoration, including backfilling the open water line ditch and the partial grading of the immediate drilling area, Owner understands that

Contractor does not provide full landscaping or hardscaping services. Owner is responsible for any additional landscaping, seeding, or other restorative work desired beyond the basic land restoration provided by the Contractor.

## 2. Estimate & Payment

- The provided Estimate is a good-faith approximation of the project cost, not a fixed price contract. The final cost may vary due to unforeseen circumstances, material price fluctuations, more/less material usage (more casing, liner, etc), more/less depth.
- Contractor may require a credit/debit card on file to facilitate payment processing.
- Owner shall remit a **\$2000.00 deposit upon acceptance of the Estimate**.
- The remaining balance is payable in two installments: upon completion of drilling and upon completion of the home tie-in (if applicable).
- If Owner utilizes third-party financing, the \$2000.00 deposit and final payment authorization are still required.
- For construction loans or other funding sources, Owner shall initiate a funds request upon drilling completion and provide evidence thereof. The \$2000.00 deposit remains mandatory.
- The full invoice amount for completed work is due upon completion of the project.
- Payment is expected within ten (10) days of the completion date.
- Failure to make timely payment will result in late fees or other collection actions, as permitted by law. 2% Interest on unpaid balances. \$50 Returned/Canceled Check Fee.

## 3. Final Depth & Materials

- The final depth of the well and the specific materials (i.e, casing, pump, pressure tank, wire, etc) used may differ from the initial estimate due to unforeseen subsurface conditions or other factors encountered during drilling.
- Any such changes will be communicated to the Owner as they are identified.
- Owner acknowledges that such variations are inherent to the nature of water well drilling and consents to any necessary adjustments to the project scope and cost.

#### **4. Change Orders & Dispute Resolution**

- Any changes to the scope of work by the Owner must be authorized by the Contractor in writing via a Change Order, with potential adjustments to the project timeline and cost.
- Non-payment within 10 days of completion may result in collection actions, including recovery of all costs incurred.
- Owner shall grant the Contractor reasonable opportunity to rectify any alleged non-conformities before terminating the project.
- All disputes shall be subject to non-binding mediation followed by binding arbitration, if necessary, in accordance with the Construction Industry Rules of the American Arbitration Association.

#### **5. Warranties & Disclaimers**

- Contractor warrants its workmanship and materials for one year.
- Contractor shall assign to Owner any manufacturer warranties on installed equipment.
- Contractor makes no guarantees regarding the quantity, quality, or potability of the water produced. Owner is solely responsible for water testing and treatment.
- Contractor disclaims any liability for naturally occurring or man-made contaminants in the groundwater. Owner acknowledges the potential presence of such contaminants and the importance of water testing.

#### **6. Dry Hole Contingency**

- Contractor makes no guarantee that drilling will result in a productive water well. The risk of encountering a dry hole rests solely with the Owner.
- If a dry hole is encountered, Owner shall be responsible for all costs incurred up to that point, including drilling, materials, and any associated labor.
- Contractor shall make reasonable efforts to identify potential water-bearing formations, but the ultimate success of the well cannot be guaranteed.

## **7. Artesian Well Contingency**

- While not anticipated, there is a possibility of encountering artesian conditions during drilling, where water flows to the surface under natural pressure.
- If artesian conditions are encountered, additional equipment and specialized techniques may be required to control the flow and complete the well safely.
- Any such additional costs incurred due to artesian conditions will be added to the final project cost, and the Owner shall be responsible for these expenses.
- Contractor shall inform the Owner as soon as artesian conditions are identified, providing an estimate of the associated costs.

## **8. Well Liner/Multiple Strings Of Casing Requirements**

- If, in the professional judgment of the Contractor, a well liner (screen and riser), or if multiple strings of casing is necessary to ensure the structural integrity of the well or to prevent contamination, the installation of such liner shall be deemed a necessary part of the work.
- The cost of the well liner and its installation shall be added to the final project cost, and the Owner shall be responsible for this additional expense.
- Contractor shall inform the Owner of the need for a well liner as soon as it is determined, providing an estimate of the associated costs.
- Owner shall have the option to decline the installation of the well liner, but in doing so, assumes all risks associated with potential well collapse or contamination.

## **9. Photography & Marketing**

- Contractor may take photographs or videos of the property before, during and after the completion of the work for purposes of documentation, marketing, and portfolio showcasing.
- Owner grants Contractor a non-exclusive, royalty-free, perpetual license to use such images in any media for promotional and record-keeping purposes.
- If Owner wishes to opt-out of this image usage, they must inform Contractor in writing prior to commencement of the work.

## 10. General Provisions

- This Agreement constitutes the entire understanding between the parties, superseding any prior agreements.
- If any provision is deemed invalid, the remaining provisions shall remain in full force and effect.
- Owner may cancel this Agreement within three business days of signing, unless installation commences sooner. If Owner cancels after work has begun, they shall be responsible for any costs incurred by Contractor up to that point.

**By signing the estimation/invoice both parties acknowledge their understanding and acceptance of these Terms and Conditions.**

### **CERTIFICATIONS, LICENSING & QUALIFICATIONS**

- PA licensed well driller, No. 1142
- OH Private Water Systems Contractor, No. 000315
- NY Water Well Contractor License, No. NYRD10300
- WV licensed well drillers on staff (individual licenses)
- PA Home Improvement Contractor, No. 135958
- PennDOT Prequalified Geo-technical Drilling Contractor (E1 Status)
  
- National Drilling Association, Monitor Well Construction Certified
- Surety Bond, City of Pittsburgh Public Works
- PA Inspection Station (No. AE94) / DOT Safety Inspection Mechanic on-staff
  
- OSHA 40-hour Hazardous Waste Operations Training
- OSHA-8-hour Hazardous Waste Operations Refresher Training
- In-House Job Safety Analysis (JSAs)
- DOT Drug & Alcohol Consortium Member (DOT-compliant testing program)
- DOT-compliant supervisor training (including Reasonable Suspicion Training)
  
- National Drilling Association Safety Guideline Manual
- E-Rail safe Certified
- National Groundwater Association (NGWA) membership - Certified Well Driller and Certified Pump Installer