

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD BOX 390 270 ELM ROAD BOLINAS CALIFORNIA 94924 415 868 1224



Agreement between the Bolinas Community Public Utility District (“BCPUD”) and PeneCore Drilling (“Contractor”) for Installation of Wells at 31 Wharf and Mesa Park.

Some of the important terms of this agreement are attached hereto as **Exhibit B**. For your protection, make sure that you read and understand all provisions before signing. The terms on **Exhibit B** are incorporated in this document and will constitute a part of the agreement between the parties when signed.

To:	PeneCore Drilling 220 N. East Street, Woodland, CA 95776	Date:	July 7, 2025
Agreement No. 2025-05			

The undersigned Contractor offers to furnish the following services to the BCPUD: Installation of wells located at 31 Wharf Road and Mesa Park and associated work, as defined in the attached **Technical Specifications (Exhibit A)**, furnished by the Contractor and hereto, subject to the terms and conditions set forth in the attached **Exhibit B**.

Estimated Flat Billing \$:	\$23,760.00
Start date:	TBD
Completion date:	TBD

Instructions: Sign and return original. Upon acceptance by the Bolinas Community Public Utility District, a copy will be signed by its General Manager (or another authorized representative) and promptly returned to you.

Acceptance Signature Field			
District:	BCPUD	Contractor:	PeneCore Drilling
By:	Georgia Woods	By:	
Signature:		Signature:	
Title:	General Manager	Title:	
Date:		Date:	



July 10, 2025

Project No.: 562-50-24-05
SENT VIA: EMAIL

Xavier Green
PeneCore Drilling
220 N. East Street
Woodland, CA 95776

SUBJECT: Technical Specifications for Monitoring Well Installations and Destructions at the Bolinas Community Public Utility District Wastewater Treatment Facility

Dear Xavier:

West Yost has prepared these technical specifications at the request of the Bolinas Community Public Utility District (BCPUD). The technical specifications outline the drilling services to be performed at the BCPUD Wastewater Treatment Facility (WWTF) located at 101 Mesa Drive, Marin County, California (Attachment A). This document specifies the scope of work to be performed by PeneCore and includes the anticipated effort to install and develop three new monitoring wells and destroy two existing monitoring wells. The attached quote (Attachment B) from PeneCore Drilling (PeneCore) includes equipment, materials, supplies, mileage, per diem, lodging, travel time, and all other costs necessary to complete the work. Drilling is scheduled to begin Tuesday, August 12, 2025 at 8:00 AM.

HEALTH AND SAFETY REQUIREMENTS

PeneCore will be required to submit evidence that on-site personnel meet OSHA, state, federal, and BCPUD requirements. PeneCore must also provide a copy of their current and valid State of California License and Proof of Insurance prior to beginning any work.

The constituents to be monitored in groundwater include total dissolved solids (TDS), metals, nitrate, ammonia, electrical conductivity, pH, and total coliforms.

GENERAL REQUIREMENTS

Under separate contracts with BCPUD, West Yost and Rob Gailey, PG, CHG, will oversee the work performed by PeneCore. Rob Gailey will be the personnel in the field for geologic logging and oversight of the installation and destruction activities, and West Yost will serve as the BCPUD owner's representative and engineer. PeneCore shall provide all other professional services, personnel, tools, equipment, materials, and articles required to complete the monitoring well installations and destructions. PeneCore shall provide clean, well-maintained equipment in good operating condition and capable of completing all work specified. PeneCore shall allow Rob Gailey to verify that equipment and tools are in good working order and free of contamination. The use of equipment not conforming to specifications or in poor operating condition, such as equipment leaking oil, hydraulic fluid, or other fluids, will not be allowed on site.

SCOPE OF WORK

PeneCore's quote includes an estimated price based on the scope of work described below. Actual depths and quantities may vary. Three 2-inch diameter polyvinyl chloride (PVC) monitoring wells (MW-1, MW-2, and MW-3) will be constructed, and two PVC monitoring wells (GW1 and GW2) will be destroyed. It is anticipated that MW-1, MW-2, and MW-3 will be approximately 20 feet deep with 15-foot screens, placed with the top of screen at approximately 5 feet below ground surface (bgs) and bottom of screen at approximately 20 feet bgs. The specific depth and screen placement for each well will depend on the subsurface conditions encountered at each drilling location. Attachment A shows the site features and well locations.

Field Procedures

PeneCore shall notify BCPUB, Rob Gailey, and West Yost at least ten working days before commencing site work. All fieldwork will be conducted in a safe manner. Any procedures that may be deemed to result in an unsafe practice for a specific site or activity will be brought to the immediate attention of both Rob Gailey and West Yost for resolution before proceeding with the work.

Drilling Permits and Site Clearance

West Yost will be responsible for procuring the County of Marin Environmental Health Services (EHS) drilling and destruction permits. Rob Gailey will be responsible for marking the site for Underground Services Alert (USA), including marking each drilling location. Both West Yost and PeneCore will file USA tickets at least 72 hours prior to drilling, and the location of any known or identified underground utilities or other hazards will be painted on the ground surface. Prior to any drilling activities, the borehole locations will be cleared for utilities and subsurface obstructions utilizing a hand auger and/or other hand tools to a minimum of 5 ft bgs if groundwater is encountered or to 8 ft bgs, if subsurface utilities are anticipated. The proposed drilling locations may be revised slightly to avoid any potential subsurface hazards or obstructions.

Monitoring Well Installation

PeneCore shall construct the monitoring wells in accordance with EHS and State of California Well Standards (Bulletins 74-81 and 74-90). Monitoring wells will be installed using hollow-stem augers with an 8-inch inside diameter to allow a minimum sand pack thickness of two inches between the well and the casing wall. The borehole will be drilled to a depth that will ensure the setting of the well screen at the appropriate interval while providing adequate space to accommodate a bottom well cap and approximately one foot of sand pack below the screen.

Borehole Logging

Rob Gailey will lead all field activities, including soil logging and well installation. Rob Gailey will record observations on boring logs in accordance with the Unified Soil Classification System (ASTM D 2488). The information recorded will include soil classification, density or consistency, color, soil name, moisture content, and particle size distribution. The boring log will also contain observations related to drilling activities, including methods, equipment, drilling rates, well construction, and any unusual conditions encountered during drilling. A California Professional Geologist from West Yost will review and approve each soil boring log.

Soil sampling will be collected continuously for visual classification of soils using a hand auger to 5 or 8 feet bgs, followed by continuous coring via Geoprobe Macro-Core MC5 or Dual Tube sampling systems. If another method is proposed, PeneCore will notify West Yost of the change prior to mobilization.

The field geologist (Rob Gailey) will also maintain daily field logs that will include information on the date and time of arrival, general site conditions, and other applicable field observations relating to the project.

Well Materials and Construction Procedures

Following sample collection and logging, the borehole will be reamed with 8-inch hollow stem augers to the total depth specified by the field geologist. Each monitoring well will be constructed with 2-inch diameter, flush-threaded schedule 40 PVC blank casing and screen. Flush-threaded 2-inch diameter schedule 40 PVC well screen with factory slotted 0.020-inch slots will be installed with approximately five feet of screen above the depth of water encountered during drilling. The onsite wells are anticipated to be constructed with a 15-foot long screen.¹ Below the screened interval, the monitoring wells will have a flush-threaded end cap and the top of the monitoring well casing will be secured with a locking cap.

The sand filter pack will consist of #2/16 washed silica sand, placed by tremie methods from the total depth of the borehole (approximately zero to five feet below the bottom of the well casing) to a minimum of one foot above the top of the screen interval. Following placement of the sand, the filter pack will be surged with a swab to promote sand settling, and additional sand will be placed via tremie methods if necessary. The borehole annulus above the sand filter pack will be sealed with approximately one to two feet of bentonite chips placed via tremie methods and hydrated in place. The remainder of borehole annulus above the bentonite seal will be filled with Portland cement grout with up to five percent bentonite via tremie methods to the ground surface. The final construction of the wells may be altered based on encountered conditions and at the direction of the field geologist (Rob Gailey).

The surface at each monitoring well will be completed with 6-inch diameter by 5-foot length stainless steel monuments set in 2-foot by 2-foot by 1-foot concrete pads and clearly labeled with the monitoring well identification.

Borehole Abandonment

Any boring not converted into a monitoring well will be abandoned in accordance with EHS and State of California Well Standards (Bulletins 74 81 and 74 90). Portland cement grout will be emplaced via tremie methods as the augers are pulled from the borehole to fill the annulus. After 24 hours, additional grout will be placed in the boreholes if settlement has occurred, and the ground surface will be restored to match the surrounding grade.

¹ Based on discussions with Facility personnel, groundwater fluctuations are observed to be minimal.

Monitoring Well Development

At least 48 hours following construction, the monitoring wells will be developed using the following method:

- Alternating bailing and gently surging will be done with a close-fitting bailer and/or surge block.
- After any sediment has been removed from the bottom of the well casing, development will continue using a clean submersible pump placed near the bottom of the well screen.
- During pumping, water level, pumping rate, volume purged, time, and water quality parameters of pH, temperature, turbidity, and specific conductance will be collected and recorded on a well development log at approximately five-minute intervals.
- Well development will continue until pH, temperature, turbidity, and specific conductance measurements have stabilized and the water is clear and colorless, if possible. Stabilization shall be defined as agreement between the last three sets of readings within plus or minus 0.1 pH units, 3 percent for temperature, and 10 percent for turbidity and specific conductance.² If one or more parameters do not stabilize during the removal of five to seven well volumes, development will be concluded following the removal of 10 well volumes.
- Rob Gailey will maintain a record of the well development using a well development log and PeneCore will provide a multi-parameter water quality meter (with flow through cell) that can measure the parameters listed above at a minimum.

Monitoring Well Destruction

Following the construction and development of monitoring wells MW-1, MW-2, and MW-3, PeneCore shall destroy monitoring wells GW1 and GW2 in accordance with EHS and State of California Well Standards (Bulletins 74-81 and 74-90).

PeneCore will destroy GW1 and GW2 by the pressure grout method (unless otherwise stipulated in the EHS destruction permit), which involves the following steps:

1. Fill each well casing with grout (Portland cement) through a tremie pipe.
2. Apply pressure (approximately 25 to 30 pounds per square inch) to the grout filled well casing for five minutes.
3. Observe whether the grout level drops. The actual grout volume emplaced should match the calculated open space in each well (i.e., volume of the well casing and filter pack porosity).
4. Remove the well monument and the top five feet of well casing and annular seal.
5. Fill the remaining void with native soil and compact to match the surrounding ground surface.
6. PeneCore, with assistance from the field geologist, shall document the well destruction activities, including any significant deviations from the method listed above.

EHS will be notified by West Yost 24 hours in advance of borehole destruction.

² If turbidity is below 5 nephelometric turbidity units for three readings, this will be considered stable.

Temporary Cover

PeneCore shall cover all monitoring wells and barricade the work site when no work is being done on the wells to prevent the introduction of foreign material into the well and to protect the public from a potentially hazardous situation.

Equipment Decontamination

The drilling and development rigs will be cleaned before first arriving at the work sites. Cleaning will consist of scraping, brushing, and washing with water until surfaces are visibly free of soil. All downhole equipment will be decontaminated using the following procedures:

- Scrape or brush off residue
- Steam rinse
- Air dry

Field instruments will be decontaminated before and after each use. The following procedures will be used to decontaminate those portions of the field testing instruments (e.g., water level meter, pH/conductivity/temperature meter) and sampling and development equipment (purge pumps) that come into direct contact with groundwater:

- Washed with phosphorous-free detergent (such as Liquinox) and water mixture
- Rinse with potable water
- Rinse with deionized water
- Air dry

Soil Cuttings and Purge Water Disposal

Soil cuttings generated during drilling will be spread on the ground around each well, if applicable. Concrete debris will be collected and transported to the BCPUD dumpster for disposal. Decontamination water and groundwater generated during well development will be temporarily stored in 55-gallon drums or tank(s) and transported and discharged to the WWTF.

Post-Field Documentation

PeneCore will provide to West Yost copies of all daily field sheets and complete well completion and destruction reports for each monitoring well installed or destroyed. Each well completion or destruction report will be submitted to the California Department of Water Resources.

PRICING AND SCHEDULE

The total estimated cost of \$23,760 is based on fixed unit rates and the estimated quantities specified in the attached quote. This estimate shall not be exceeded without prior written approval from BCPUD. PeneCore's quote is structured on a Time and Materials basis. The contractor shall furnish all necessary equipment, labor, and materials as detailed in the Scope of Work.

Drilling (installation and destruction) activities are scheduled to begin Tuesday, August 12, 2025 at 8:00 AM. Development activities are scheduled to begin on Monday, August 18, 2025 at 8:00 AM.

Xavier Green
July 10, 2025
Page 6

Should you have any questions or require additional information, please contact me at (831) 706-5135.

Sincerely,
WEST YOST



Clay Sorensen, PG, CHG
Senior Hydrogeologist

Attachment(s): A. Proposed Monitoring Well Locations
B. PeneCore Drilling Quote



Attachment A

Proposed Monitoring Well Locations



Symbology

- Proposed Monitoring Wells
- Existing Monitoring Wells
- Parcels
- Site Boundary

BCPUD Facilities

- Seepage Ponds
- Storage Ponds
- Treatment Ponds

Inset Map

- Site Location

- Notes:
1. Site facilities were drawn using SFRWQCB January 2024 13267 Order and with input from BCPUD.
 2. Spray disposal area field 4 is not in use.



Prepared by:



0 100 200 300 400 500
Feet

Prepared for:

Bolinas Community Public Utility District
Monitoring Well Installation Work Plan



Proposed Monitoring Well Locations

Figure 4



Attachment B

PeneCore Drilling Quote

Date: 7/10/2025
Estimate#: 2025204

PeneCore Drilling
220 N. East Street
Woodland, CA 95776
Ph: 530-661-3600
[Cell: 916-753-5127](tel:916-753-5127)
Xavier@PeneCore.com



Bolinas Community Public Utility District
Georgia Woods
gwoods@bcpud.org
P.O. Box 390
270 Elm Rd.
Bolinas, CA 94924

Estimator		Project Name		Project Location	
Xavier Green		Well Installation		Bolinas, CA	
Line Item	Description	Unit	Unit Price	Quantity	Line Total
1.0	Mobilization/Demobilization	EA	\$ 850.00	2	\$1,700.00
2.0	Geoprobe HSA Rig	DAY	\$ 4,500.00	2.5	\$11,250.00
3.0	DT Liners	EA	\$ 15.00	26	\$390.00
4.0	2" PVC and Well Material	FT	\$ 25.00	66	\$1,650.00
5.0	6" Steel Monument w/ 2'x2' Pad	EA	\$ 850.00	3	\$2,550.00
6.0	Cement Grout Overdrill	FT	\$ 10.00	24	\$240.00
7.0	Fuel Surcharge	DAY	\$ 200.00	3	\$600.00
8.0	Support Equipment	DAY	\$ 300.00	3	\$900.00
9.0	Drums	EA	\$ 110.00	8	\$880.00
10.0	Per Diem (3-man)	DAY	\$ 600.00	2	\$1,200.00
11.0	Overtime (time exceeding 9hrs onsite)	HR	\$ 450.00	0	\$0.00
12.0	Development Crew and Equipment	DAY	\$ 2,400.00	1	\$2,400.00
				Estimated Total	\$23,760.00

*Estimate Does Not Include Prevailing Wage

*Client Must Provide PeneCore USA Ticket at least 4 Full Days Prior to Mobilization

Scope of Work:

1. Overdrill (2) 2" wells to ~12' bgs.
2. Drill, Sample and install (3) 2" monitoring wells to 20' bgs. (8" augers)
3. Use 15' of .020 screen and #2/16 sand, and finished with a 6" stainless steel monument and 2'x2' concrete pad.
4. Develop all 3 wells 48 hours after well installation.
5. Drum all IDW.

Estimate Terms & Conditions:

1. Estimate assumes 9-hr field day onsite
2. Client is responsible for obtaining all permits
3. Client is responsible for analytical and disposal of IDW
4. Client is responsible for locating and identifying subsurface utilities
5. PeneCore Drilling will not be responsible for damages to subsurface utilities
6. Cancellation within 24 hours will result in 15% cancellation fee
7. Finance charge of 1.5% per month will be realized for payments exceeding 30 days
8. Estimate valid for 90 days

Payment Terms: Net 30 Days

Estimate Acceptance

Signature

Title

Date

EXHIBIT B

Recommend Indemnification Language – To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Bolinas Community Public Utility District (“BCPUD”), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys’ fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the BCPUD, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to BCPUD) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** -. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the BCPUD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the BCPUD; this provision applies regardless of whether or not the BCPUD has received a waiver of subrogation from the insurer.

Other Required Provisions – The Commercial General Liability policy shall contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** BCPUD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work

or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the BCPUD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the BCPUD, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BCPUD.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by BCPUD.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to BCPUD. The BCPUD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by BCPUD of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the BCPUD. At the election of BCPUD the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the BCPUD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the BCPUD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the BCPUD.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the BCPUD with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the BCPUD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The BCPUD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of BCPUD deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement When any of the required coverages

expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against BCPUD (if builder's risk insurance is applicable) to BCPUD at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of BCPUD, deliver to BCPUD copies such policy or policies of insurance and the receipts for payment of premiums thereon.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify BCPUD and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to BCPUD specific plans to show details of provisions for worker protection from caving ground during

excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by BCPUD prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to BCPUD before work begins.

Payment Terms - BCPUD shall remit payment to PeneCore for the contracted drilling services within thirty (30) calendar days following completion of the work. PeneCore shall submit a detailed invoice upon completion, and payment shall be made in accordance with the submitted invoice and the terms outlined herein. Any disputes regarding invoiced amounts must be raised in writing within ten (10) calendar days of receipt of the invoice.