AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the SIXTH (6th) day of MARCH in the year TWO THOUSAND TWENTY-SIX (2026)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Calallen Independent School District, a public school district and political subdivision of the State of Texas
4205 Wildcat Drive
Corpus Christi, Texas 78410
Phone: (361) 242-5600
and the Contractor:
(Name, legal status, address and other information)

New Earthlok, LLC, a limited liability company of the State of Texas

251 Lone Elm Rd.

Waxahachie, Texas 75167
Phone:(972) 923-969

for the following Project:
(Name, location and detailed description)

Calallen Independent School District (2023 Bond Project): Chemical Injection, Calallen Middle School Addition

The Architect:
(Name, legal status, address and other information)

Geotech Engineering and Testing, LTD
17407 US Highway 59 North
Houston, Texas 77396
Phone: (713) 699-4000
Fax: (713) 699-9200

**Architect herein shall mean Engineer.*

The Owner and Contractor agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

NOTE: Any reference to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect and attached as **Exhibit B.**

(Paragraph Deleted)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

.3 [Intentionally Deleted.]
(Table Deleted)

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

Exhibit A, Owner's Prevailing Wage Rate Schedule Project

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

June 3, 2026

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of

[X] By the following date: August 2, 2026

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

FOUR HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED SEVENTY-THREE AND 3/100 CENTS

($481,673.03)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

(Table Deleted)

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
Owner's Contingency	Twenty Thousand Dollars and No Cents ($20,000.00)

(Table Deleted)

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
None.		

(Table Deleted)

§ 3.5 Test Section; Conditional Performance

.1 Test Section. Contractor shall perform a test section of the Work consisting of approximately one thousand eight hundred (1,800) square feet (the "Test Section"), in the location designated by Owner. The Test Section is intended to evaluate materials, workmanship, appearance, and performance prior to commencement of the full scope of Work.

.2 Evaluation and Acceptance. Upon completion of the Test Section, Owner shall have ninety (90) calendar days to inspect and evaluate the Test Section. Acceptance or rejection shall be provided in writing. Acceptance shall authorize Contractor to proceed with the remaining Work in accordance with this Agreement.
Rejection; Termination. If the Test Section does not meet the specifications set forth in this Agreement, or is otherwise deemed unsatisfactory by Owner in Owner's reasonable discretion, Owner may reject the Test Section by written notice. Upon such rejection, this Agreement shall be deemed terminated and void, and Contractor shall not proceed with any additional Work.

.3 Compensation Upon Termination. In the event of termination due to rejection of the Test Section, Owner shall pay Contractor only for the actual cost of labor and materials expended in completing the Test Section ($41,901.50), and no further sums shall be due. Neither party shall have any further obligations under this Agreement, except for payment obligations accrued for the Test Section and any indemnification or warranty provisions expressly stated to survive termination.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12.

(Paragraph Deleted)

§ 4.2 Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

§ 4.3 Changes in Work

1. For work performed by the Contractors own forces, Contractor's mark-up for overhead and provide shall not exceed fifteen percent (15%) of the cost of the change in the work.
2. For the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed (5%) for the amount due to the Subcontractors.
3. For each Subcontractor or Sub-Subcontractor involved, in the Work performed by the Subcontractor's or Sub-Subcontractor's own forces, the total mark-up for overhead and profit shall not exceed ten percent (10%) of the cost of the change in the work.

4. In no event shall the total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-contractors, regardless of who performs the work, exceed fifteen percent (15%) of the total cost of the change in the Work.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 CONTRACTOR'S INSURANCE

§ 5.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below, the Agreement, or elsewhere in the Contract Documents. No work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 5 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required under this Article 5. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in this Agreement, unless a different duration is stated below:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00

Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage:	$2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	$1,000,000.00 combined single limit
Property Damage	$1,000,000.00 each occurrence
Umbrella/Excess	$1,000,000.00

§ 5.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be rated at least A-VIII by A.M. Best's Key Rating Guide. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

§ 5.1.3 The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and subcontractors as additional insureds, as their respective interests may appear. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

§ 5.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 5.1.5 The insurance required by Section 5.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 5.1.6 Contractor shall have its insurance carrier(s) furnish to Owner with ISO ACORD Form 25 insurance certificates specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 5.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 5.1.8 hereof shall apply.

§ 5.1.7 Contractor and its contractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its contractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 5.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 5.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 5.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

§ 5.1.10 The Contractor shall provide an Installation Floater or Builder's Risk Insurance to cover the total value of the entire Project on a replacement cost basis, with the Owner named as an Additional Insured. Such insurance shall cover replacement cost of the Project (including additions and modifications) together with Contractor's equipment, materials and supplies relating to the Project which are on the job site, in transit to the job site or at a temporary storage location pending delivery to the job site. In addition, soft cost coverage for Architect's fees shall be included. Owner shall be named as an insured, loss payee on the policy.

§ 5.2 PERFORMANCE BOND AND PAYMENT BOND

§ 5.2.1 If the Contract Sum in Article 3 is in excess of $100,000, the Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s).

§ 5.2.2 If the Contract Sum in Article 3 is in excess of $25,000, the Contractor
is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total bid as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

(Table Deleted)

§ 5.2.3 The Bond(s) shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than AB@ in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 5.2.4 All bonds will be reviewed by the Owner for compliance with the Contract Documents prior to execution of the contract. In the event that the Owner has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 5.2.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 5.2.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 5.2.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be date prior to starting the Work following the Test Section. Within ten (10) calendar days after written acceptance of the Test Section, Contractor shall furnish to Owner a Performance Bond and a Payment Bond, each in the full amount of the Contract Price (or such other amount as stated herein), issued by a surety company authorized to do business in the state where the Project is located and reasonably acceptable to Owner.

Failure of Contractor to provide the required bonds within said ten (10) calendar day period shall constitute a material breach of this Agreement and shall entitle Owner to terminate the Agreement upon written notice, unless such time period is extended in writing by Owner.

If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

§ 5.2.8 By inclusion of this Subsection in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner and its agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Owner. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, its agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. Specifically, injection of Earthlok Soil Stabilizer for approximately 20,145 SF. Injections will be done according to chemical injection specifications detailed in Geotech Engineering Report GET project #24-949E, dated March 21, 2025. Injections will be done to a depth of 15' or until impenetrable material is reached. Injections will be done on approximately a 2-foot by 2-foot Centers, one pass.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Owner's representative:
(Name, address, email address, and other information)

Emily Lorenz, Superintendent of Schools
Calallen Independent School District
4205 Wildcat Drive, Corpus, Christi, Texas 78410-5198
Phone: (361) 242-5600
Email: elorenz@calallen.org

Contractor's representative:
(Name, address, email address, and other information)

Carli Middleton, COO
New Earthlok, LLC

251 Lone Elm Rd.
Waxahachie, Texas 75167
Phone:(972) 923-9699

Email: carli@earthlok.com

ARTICLE 7 OWNER

§ 7.0.1 The Owner is the Board of Trustees of the Calallen Independent School District and is referred to throughout

the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Neither the Architect nor the Contractor may rely upon the direction of any employee of Owner who has not been so designated as Owner's representative. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 7.0.2 The Contractor acknowledges that no lien rights exist with respect to public property. Under the laws of the State of Texas, neither the Contractor nor any sub-contractor, mechanic, materialman or laborer, is entitled to acquire or attempt to acquire or contract for any lien upon the improvements covered by this Contract or the land upon which they are situated.

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is defective or not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor is in default on any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies, correct such defaults or such non-conforming or defective Work. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to Architect, the Contractor shall assume appropriate responsibility for any such performance and shall bear an appropriate amount of the attributable costs for correction. It is recognized

that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents, however any apparent design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect. Additionally, Injections shall be done to a depth of 15' or until impenetrable material is reached.

§ 8.2 Contractor's Construction Schedule

The Contractor's initial schedule shall be provided with the proposal in response to the Owner's procurement for this Project. As part of the response, Contractor shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The Contractor, promptly after being awarded the Contract, will also prepare and submit for the Owner's and Architect's information a Contractor's final coordinated construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below shall be fully and solely responsible for the jobsite safety of such means, methods, techniques sequences or procedures. If the Contractor determines that such means, methods, techniques, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner, in writing, to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Contractor, the Owner shall be solely responsible for any loss or damage arising solely from the Owner-required means, methods, techniques, sequences or procedures.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall make temporary connections for all utilities necessary during construction and shall remove them after completion of the Project.

Contractor shall provide and maintain sanitary facilities for workmen at the job in accordance with the laws of Texas and the code and ordinances of the City of Calallen. Contractor shall completely remove such facilities when the Project is completed.

All or a portion of the work necessary to complete the Project may be done on or near buildings which presently are in use as schools, or will be so used before the completion of such Project, and the Contractor must take all precautions necessary to protect students, employees and the public during the term of such Construction Contract.

In conjunction with, but not in lieu of other requirements, Contractor may provide temporary construction fencing generally 4' tall and orange in color as necessary to protect the public and work. The Contractor is responsible for taking necessary precautions to protect the public from hazards associated with Contractor's construction site and protect Contractor's work from damage by the public.

The Contractor shall maintain protection measures in a state of good repair at all times for the duration of the project. Any condition of the protection measures which the Architect or Owner deems hazardous will be corrected immediately. If such conditions are not corrected immediately upon verbal or written notice, the owner will correct the hazardous conditions and the cost of the corrective action will be deducted from the Contractor's payment.

Contractor shall provide and pay for, materials, equipment, tools, utilities (other than Water, to be paid by Owner), transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 8.4.3 Unless otherwise indicated in the Contract Documents, all materials shall be new, in strict compliance with the Specifications and the best of their respective kinds. Before ordering any materials or doing any work, Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and the measurements indicated on the Drawings. Any differences which may be found shall be submitted to Architect for Architect's consideration and instructions before ordering material or proceeding with the work. Materials shall be furnished at such times and in such quantities as to insure the uninterrupted progress of the work according to schedule. Materials stored shall be properly protected from weather or damage. Upon receipt of notice from Architect that any material placed in the Project or on the site is not of the quality specified or has been improperly placed, Contractor shall remove same from the site or have same replaced, as the case may be, within seventy-two (72) hours after receipt of such notice.

§ 8.4.4 Handling Materials. Contractor shall be responsible for the proper care and protection of all materials, tools and equipment delivered to the site for his use. Chiller equipment stored off-site shall be stored at a bonded warehouse provided by Contractor. When any room of the Project is used as a shop, storeroom, or otherwise, the Contractor will be held responsible for any repairs, patching or cleaning arising from such use. Contractor shall protect and be responsible for any damage to his work or material, from the date of the Contract until the date of acceptance, and shall make good without cost to Owner, any damage or loss that may occur during this period. Cement, lime, gypsum and other materials affected by the weather shall be covered and protected to keep them free from damage at all times. Contractor shall store all materials as directed, in a manner that will allow the Architect or Owner's representative to inspect them. Should any material be found defective or in any way not in accordance with the Contract, such material, without regard to the stage of completion, may be rejected by Architect and, if so rejected, shall be removed at once from the premises by Contractor installing same.

§ 8.4.5 Substituted Materials, Products, Methods or Services. In certain instances, specific materials, products, methods and services have been specified by brand or trade-name partly for the purpose of establishing the effect or standard of quality desired. Upon the prior written approval of Architect, substitutions for such specifically named materials, products, methods or services may be made provided the materials, products, methods or services desired to be substituted have been proven to Architect to provide the effect or standard of quality desired. The decision of the Architect is absolute and final.

§ 8.4.6 Salvaged Materials. Used materials belonging to Owner or obtained from demolition or excavation operations at the site of the Project and reconditioned for incorporation into the Project are hereafter termed "salvaged materials". Similar materials, owned by parties other than Owner and purchased, or to be purchased, for incorporation into the Project, are termed "second hand material". Salvaged materials may be incorporated into the Project only if allowed in the Contract Documents.

§ 8.4.7 Cooperation with Owner and City Building Officials. When required, Contractor shall notify the proper official of the City of Calallen in advance of all stopping and starting of construction. Contractor shall cooperate with City officials at all times. If any authorized City official, or authorized representative of Owner, should deem an inspection necessary, Contractor shall provide the proper facilities to insure that such official, or representative, can conveniently examine and inspect the work. The Contractor shall document all City inspections by recording the date and time of the inspection and the name of the inspector. This information shall be submitted by the

Contractor to the Architect on a monthly basis along with Contractor's request for payment. The contractor shall submit copies of all City permits, interim inspections, and final inspections, including a Certificate of Occupancy where required, for the project showing compliance with code requirements of the entities with jurisdiction with the Record Documents for the Project.

§ 8.4.8 Project Specific Requirements.

.1 A minimum waiting period of 72 hours is required before sampling or testing is performed. Soil stabilization is normally achieved in one pass of injection however depending on the soil moisture content additional passes may be required. In the event re-injection is required to meet post-injection testing requirements, Contractor shall perform such re-injection at no additional cost to Owner.

.2 If reinjection is required to meet geotechnical requirements there will be no extra charge on injection. Calallen will still be responsible for post testing charges.

.3 Calallen agrees to supply Earthlok with access to multiple water spigots and agrees to pay for all water usage.

§ 8.4.3 PREVAILING WAGES

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 8.4.3.1 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Contract as **Exhibit A**, attached hereto and incorporated herein, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 8.4.3.2 A Contractor or Subcontractor who violates the provisions of Section 8.4.3 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

§ 8.4.3.3 Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

§ 8.4.3.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect

caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 8.5.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

§ 8.5.3 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

§ 8.5.4 The warranty provided in Section 8. shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

§ 8.5.5 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 8.5.1 and 8.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 8.5.6 Except when a longer warranty time is specifically called for in the Specification Sections, herein, or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner on re-inspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 8.5.7 Warranties shall become effective on a date established by the Owner in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the work is completed or corrected and accepted by the Owner or the date of final payment.

§ 8.6 Taxes

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 8.12.

§ 8.12.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 8.12.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 8.12.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 8.12.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 8.12.1.

§ 8.12.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

§ 8.13. [Intentionally Deleted.]

§ 8.14. Contractor shall take reasonable precautions to prevent overspray. Contractor shall not be responsible for conditions outside the Contractor's control or not caused by Contractor's negligent acts or omissions, including pre-existing site conditions, Owner-directed work performed by others, or utilities and improvements not reasonably identifiable through available plans or customary site investigation.
However, Contractor shall remain responsible for:

- Damage to known and previously identified structures and utilities caused by Contractor's operations.
- Proper protection of the Work and adjacent property during injection operations.
- Repair of known and previously identified structures and utilities damaged due to Contractor's work.
- Proper containment of injection materials.
- Coordination with other trades and reasonable cleanup associated with Contractor's work.

§ 8.15. Contractor shall warrant that the injection work will be performed in accordance with the geotechnical report and manufacturer specifications.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, in accordance with the Contract Documents, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents based on post injection testing.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

If a Change Order increases the scope of the Work, including increases in square footage, the Contractor may request an equitable adjustment to the Contract Time to the extent the Contractor demonstrates that such change materially affects the Contractor's ability to complete the Work within the existing Contract Time. Any adjustment to the Contract Time shall be subject to the Owner's review and approval and shall be limited to the period reasonably necessary to perform the additional Work. The Contractor shall not be entitled to an extension of time to the extent the additional Work could reasonably be performed within the existing schedule through proper coordination, sequencing, or allocation of labor and resources. Any approved adjustment to the Contract Time shall be documented in a written Change Order and shall not relieve the Contractor of its obligation to diligently prosecute the Work or to mitigate delays to the extent reasonably possible.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. Reinjection/testing will not be considered a delay. Delay in results by the geotechnical company shall not be considered a delay by the Contractor, and the Contract Time shall be subject to equitable adjustment upon request.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price as applicable, the Contractor shall submit to the Architect, before the first Application for Payment, or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used in reviewing the Contractor's Applications for Payment. The period covered by each Application for Payment shall be one (1) calendar month, ending on the last day of the month.

§ 12.2.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.2.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS. Contractor shall cooperate with Owner, take such action and execute such documents as may be necessary so that Owner may utilize its exemption from the Texas Sales and Use Tax for materials used in such Project. The tax-exempt identification number for the Calallen Independent School District is 1-74-6000464-1.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

§ 8.12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 8.12 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE

§ 12.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 12.3 Certificates for Payment

§ 12.3.1 In each Application for Payment, Contractor shall certify that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmens' liens on the Work, and that releases from all subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 12.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect in writing to the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 12.3.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 12. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described herein, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 **delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of subcontractors and insurance requirements;**

.9 **failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;**

.10 **evidence of financial inability to perform the Contract fully;**

.11 **failure to submit record documents required by the Contract; or**

.12 **failure** of the Contractor to perform any other obligations of the Contract.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in this Agreement.

§ 12.4 Progress Payments

§ 12.4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments for undisputed amounts in the manner and within the time provided in the Contract Documents, on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Payment shall be made by the Owner not later than thirty (30) days after approval of the Contractor's Application for Payment by the Architect. Owner shall provide written notification to Contractor within twenty-one (21) days if Owner disputes the Contractor's Certificate for Payment pursuant to Texas Government Code section 2251.041 *et. seq.*, listing the specific reasons for non-payment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as the basis for reviewing Contractor's Applications for Payment. Applications for Payment shall comply with all requirements of this Contract, including submission of the required certifications, and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 12.4.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 12.4.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later that forty-five (45) days after the Architect receives the Application for Payment. Subject to the other provisions in the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner;

.4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate of Payment as provided for in this Contract; and

.5 Upon Substantial Completion of the Work, add a sum sufficient to increase the total payments to ninety-five percent (95%) of the full amount of the Contract Sum, less such amounts as the Owner shall determine is necessary for incomplete work and unsettled claims.

§ 12.4.4 Retainage, if any, shall be withheld as set out in Section 12.4.3 above.

§ 12.4.5 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 12.4.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 12.4.7 The Contractor shall, as a condition precedent to any obligation of the Owner under this Agreement, provide to the Owner payment and performance bonds in the full penal amount of the Contract to the extent required by Texas Government Code Chapter 2253.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the entire Project and all systems are fully complete and fully operable permitting Owner full and complete use of the entire Project, subject only to the correction or completion of minor finish work items the value of which shall in no event exceed one percent (1%) of the Contract Sum.

To be considered substantially complete, Contractor shall be complete with all required testing, and other systems as applicable and required by the Contract Documents (including project manual), project specifications and drawings with Preliminary Report(s) being issued to Engineer and Owner for acceptance. Reports shall include a complete list of any deferred testing or deficiencies that require further remediation.

§ 12.5.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 12.5.3 Upon receipt of the Contractor's list, the Architect, accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work is substantially complete in accordance with Section 12.5.1, Architect shall issue Certificate of Substantial Completion and shall deliver to the Contractor a "Punch List" of all items which must be completed or corrected before the Work is ready for final inspection and acceptance, which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. If Contractor fails to fully and finally complete the Work within the time specified by the Architect for completion of the Punch List, then Contractor's name may be removed from the list of bidders acceptable to the Owner for the construction of future projects. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. It is contemplated that Architect shall make no more than three (3) inspections after the Contractor notifies Architect that Contractor considers the Work substantially complete. If upon completion of the third inspection, the Work has not progressed to the point that the Architect can certify that the Work is fully and finally complete in accordance with the Contract Documents, the cost of all additional inspections by the Architect shall be charged to and borne by the Contractor.

§ 12.5.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 12.5.5 Liquidated Damages. The Contractor acknowledges that time is of the essence in completing the Work. The Contractor further recognizes that the Owner will sustain actual damages in the event the Work is not substantially complete within the Contract Time, but that the amount of such damages would be difficult or impracticable to ascertain with reasonable certainty. Therefore, the parties agree that the Contractor shall pay the Owner, as **liquidated damages and not as a penalty**, the amount of ONE THOUSAND DOLLARS AND NO CENTS ($1,000.00) **per calendar day** for each day that Substantial Completion of the Work extends beyond the date required by the Contract. The Contractor agrees that the daily rate set forth above represents a reasonable estimate of the Owner's anticipated damages, including but not limited to administrative costs, loss of use,

coordination with other trades, and disruption of district operations. The Owner may deduct any accrued liquidated damages from payments then or thereafter due to the Contractor. Assessment or withholding of liquidated damages shall not limit the Owner's right to terminate the Contract for default, nor waive or preclude recovery for costs, losses, or damages incurred by the Owner that are not addressed by this provision, including correction of defective work or costs to complete the Project after termination.

Notwithstanding the foregoing, reasonable time required for reinjection work and geotechnical testing that is required by the Contract Documents or directed by the Owner or its geotechnical consultant shall not be considered a delay attributable to the Contractor, provided that such work or testing is not required as a result of the Contractor's defective work, failure to comply with the Contract Documents, or failure to follow manufacturer or geotechnical recommendations. The Contractor shall promptly coordinate with the geotechnical consultant and shall not be responsible for delays solely attributable to the geotechnical consultant's laboratory testing or reporting turnaround time; however, the Contractor shall continue to diligently prosecute the Work and mitigate any schedule impacts to the extent reasonably possible. Any resulting adjustment to the Contract Time shall be documented by written Change Order or Construction Change Directive.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a Certificate of Completion and a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 12 as precedent to the Contractor's being entitled to final payment have been fulfilled.

The Architect will not issue a Final Certificate for Payment and release of retainage unless all testing, HVAC Test, Adjust, and Balance, and Commissioning reports required by the Contract Documents (including project manual), project specifications and drawings and the International Energy Conservation Code are provided in their FINAL format showing that all findings of noncompliance have been corrected.

§ 12.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Owner its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

§ 12.6.3 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;

.2 Contractor's Final Application for Payment is property submitted and accepted by Owner; and

.3 a final Certificate for Payment has been issued by the Architect.

§ 12.6.4 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the issuance of Owner's final Certificate for Payment. Final Certificate for Payment and release of retainage will not be considered unless all testing required by the Contract Documents (including project manual), project specifications and drawings are provided in their final format showing that all findings of noncompliance have been corrected.

§ 12.6.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.7 AUDIT

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 13.1.1 Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

§ 13.1.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work.

§ 13.1.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§ 13.1.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

§ 13.2 HAZARDOUS MATERIALS

§ 13.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Upon receipt of the Contractor's written notice, the Owner may obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor, and in the event such material or substance is found to be present, to cause it to be rendered harmless. Owner shall not be responsible for materials or substances brought to the site by the Contractor. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up. Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (2) where the Contractor fails to perform the obligations under this section, except to the extent the cost and expense are due to the Owner's fault or negligence.

§ 13.3 CRIMINAL HISTORY RECORDS CHECKS

§ 13.3.1

Prior to the commencement of work, Contractor shall take all necessary steps to comply with Texas Education Code, Section 22.0834 by obtaining, if a Qualified Contractor, as defined, or arranging with Owner to obtain, if not a Qualified Contractor, national criminal history record information ("CHRI") as to Contractor and Subcontractors and all persons associated with them including their employees, agents and representatives who a) have or will have continuing duties related to the contracted services; and b) have or will have direct contact with students (each a "Covered Employee").

§ 13.3.2 If the Contractor or any Subcontractor determines that § 13.3.1 does not apply to an employee, the Contractor or Subcontractor shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that § 13.3.1 did not apply to the employee continue to exist throughout the time that the contracted services are provided.

§ 13.3.3 The requirements of § 13.3.1 do not apply if:

.1 the public work does not involve the construction, alteration, or repair of an Instructional Facility as defined by Section 46.001, Texas Education Code (real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code);

.2. for public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first day the facility will be used for instructional purposes; or

.3 for a public work that involves an existing Instructional Facility:

(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and

(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 13.3.4 If the Contractor is not a Qualified School Contractor, a person to whom § 13.3.1 applies must submit to a CHRI review by the Owner.

§ 13.3.5 Owner and Contractor agree to destroy any CHRI obtained or indexed by the Federal Bureau of Investigation ("FBI") or Texas Department of Public Safety ("DPS") under this § 13.3.1 after the information is used for its authorized purpose. CHRI may only be released to the individual who is the subject of the information, by court order, or as allowed by law.

§ 13.3. 6 Any Covered Employee that has during the preceding thirty (30) years, (a) been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or (b) been convicted of a felony offense under Title 5, Texas Penal Code if the victim of the offense was under 18 years of age at the time the offense was committed; (c) been convicted of an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"); shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an Instructional Facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. To the extent the Owner, not the Contractor obtains the CHRI described in this § 3.4.5, Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 13.3.7 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) Contractor and its Subcontractors of every tier are otherwise exempt from compliance with the requirements contained herein; or (3) Contractor and its Subcontractors of every tier have complied with the statutory and contractual requirements of this Agreement as of that date.

§ 13.3.8 Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement by Owner, in accordance with Article 14, Termination.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. If reinjection is required to meet geotechnical requirements, there will be no additional charge for reinjection. Owner will be still be responsible for post-testing charges.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 Testing, monitoring, and evaluation performed by the Owner's geotechnical engineer or testing consultant for verification of the injection work shall be performed at the Owner's expense unless otherwise stated in the Contract Documents. The Contractor shall cooperate with such testing and shall provide reasonable access to the Work. If testing indicates that the Work does not comply with the Contract Documents, the Contractor shall bear the cost of corrective work.

§ 15.2.2 If the Architect or Owner requires additional testing or inspection of the Work, the Contractor shall cooperate with and provide reasonable access for such testing. If such testing indicates that the Work complies with the Contract Documents, the cost of the additional testing shall be borne by the Owner. If such testing reveals defective or nonconforming Work, the Contractor shall bear the cost of any required corrective work.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the county in which the Project is located. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
.6 engages in or permits serious or repeated worker misconduct in violation of Article 13;
.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
.8 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may
.1 take possession of the site and of all materials thereon owned by the Contractor, and
.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 17.2 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the District that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 17.3 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the District that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 17.4 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

§ 17.5 By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

§ 17.6 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 17.7 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 17.8 Pursuant to Texas Government Code Chapter 2273, Contractor represents and warrants that it not an abortion provider or an affiliate of an abortion provider.

§ 17.9 Electronic Signatures for Agreement. The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

This Agreement entered into as of the day and year first written above.

(Paragraph Deleted)

CALALLEN INDEPENDENT SCHOOL DISTRICT	NEW EARTHLOK, LLC
Emily Lorenz	Carli Middleton
~~OWNER~~ *(Signature)*	~~CONTRACTOR~~ *(Signature)*
2026-Mar-06 14:20	2026-Mar-06 15:24
Ms. Emily Lorenz Superintendent of Schools Email: elorenz@calallen.org	Carli Middleton Chief of Operations Email: carli@earthlok.com
(Printed name and title)	*(Printed name and title of authorized representative)*

EXHIBIT A

PREVAILING WAGE RATE SCHEDULE FOR PROJECT

To AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor, as Modified by Owner

Project: Calallen Middle School Additions - Chemical Injection
Owner: Calallen Independent School District
Architect: Geotech Engineering and Testing, LTD.
Contractor: New Earthlok, LLC

CALALLEN ISD

PROMOTING EXCELLENCE • CREATING THE FUTURE

CALALLEN ISD
PREVAILING WAGE RATE SCHEDULE (as of March 14, 2025)

Please note that fringes are only required to be paid on projects that involve federal funds. If you are unsure about whether the project will be using federal funds, please inquire and seek clarification.

General Decision Number: TX20250288 03/14/2025

Superseded General Decision Number: TX20240288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours

		spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEC0278-002 08/25/2024

	Rates	Fringes
ELECTRICIAN	$ 30.80	8.97

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

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* SUTX2014-068 07/21/2014

	Rates	Fringes
BRICKLAYER.	$ 20.04	0.00
CARPENTER.	$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER.	$ 15.33 **	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING.	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 9.68 **	0.00
LABORER: Mason Tender - Brick.	$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00

OPERATOR: Backhoe/Excavator/Trackhoe...	$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93 **	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22 **	0.34
OPERATOR: Forklift	$ 14.83 **	0.00
OPERATOR: Grader/Blade	$ 13.37 **	0.00
OPERATOR: Loader	$ 13.55 **	0.94
OPERATOR: Mechanic	$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03 **	0.00
OPERATOR: Roller	$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray)	$ 14.45 **	0.00
PIPEFITTER	$ 25.80	8.55
PLUMBER	$ 25.64	8.16
ROOFER	$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.13	6.53
TILE FINISHER	$ 11.22 **	0.00
TILE SETTER	$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck	$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer		

Truck	$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in

the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the
example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

EXHIBIT B

LIST OF DRAWINGS AND TABLE OF CONTENTS FOR SPECIFICATIONS

To AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor, as Modified by Owner

Project: Calallen Middle School Additions - Chemical Injection
Owner: Calallen Independent School District
Architect: Stridde, Callins & Associates, Inc.
Contractor: New Earthlok, LLC

GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering

ACCREDITED
CERTIFICATE #0075-01
#0075-02

By E-mail Only

Calallen Independent School District
4205 Wildcat Drive
Corpus Christi, Texas 78410

Attention: Mr. Blair McDavid

Project No. 24-949E
Report No. 4
Date: October 30, 2025
Phone: (361) 242-5600
Email: bmcdavid@calallen.org

Subject: Specifications for Chemical Injection, Calallen Middle School Addition, Calallen ISD, Corpus Christi, Texas

Gentlemen:

This report provides the specifications for the proposed chemical injection remediation program developed in coordination with the district. The extent of the chemical injection remediation area is shown in Plate 1.

As noted in our previous Geoforensic Study Report, the foundation structure can be stabilized using the chemical injection method. Chemical injections are commonly applied in expansive soils to reduce movement. This method is generally more cost-effective than underpinning; however, its long-term performance may vary depending on site conditions.

The detailed specifications for the chemical injection work are provided in Appendix A of this report.

This plan and specifications for the chemical injection will serve as the basis for the bidding process.

We appreciate the opportunity to be of service. Should you have any questions, please give us a call.

Dedicated yours,

GEOTECH ENGINEERING AND TESTING
TBPE Registration Number F-001183

David A. Eastwood, P.E., D.GE., DFE, BC.GE, C.A.P.M., F.PTI, F.FPA, F.ASCE, D.M. GHBA
Principal Engineer

JW/DAE/jw

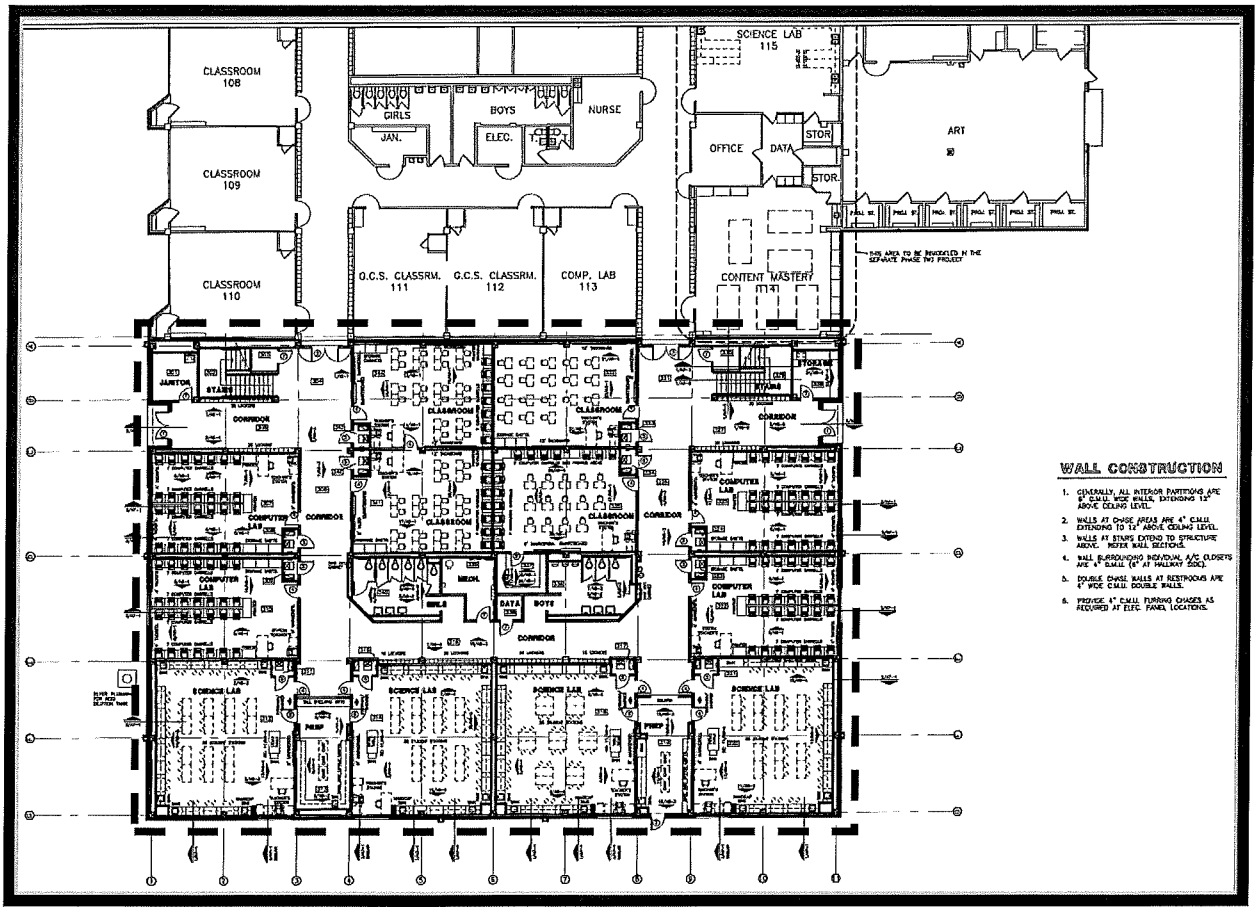
Attachment:

Plate 1 – Extent of Chemical Injection Remediation

Appendix:

Appendix A – General Specifications for Chemical Stabilization

Copies Submitted: (1) PDF Copy Email – Calallen ISD – Mr. Blair McDavid
(1) PDF Copy Email – Calallen ISD – Ms. Kelsey Ramos



Note: The injection shall extend 5-ft beyond the building envelope.

EXTENT OF CHEMICAL INJECTION REMEDIATION			NORTH
PROJECT: Specifications for Chemical Injection, Calallen Middle School Addition, 4602 Cornett Drive Corpus Christi, Texas 78410			
SCALE: NOT TO SCALE	DATE: OCTOBER 2025	PROJECT NO.: 24-949E	

APPENDIX A

GENERAL SPECIFICATIONS FOR CHEMICAL STABILIZATION

GENERAL SPECIFICATIONS
CHEMICAL STABILIZATION

1. The building area and a 5-ft perimeter outside the building (two lines of injections) shall be stabilized to a depth of 15-ft by pressure injection using a chemical grout designed to reduce the swell potential of the on-site expansive clays in accordance with the project specifications. The area to be injected is approximately 20,145 square feet.

2. The injection operations shall be observed by Geotech Engineering and Testing (GET).

3. Equipment shall be suitable for the intended work. Injection equipment shall be self-propelled and capable of providing straight-pipe injection under pressure to the specific depth. The equipment shall be equipped with a flow meter, pressure gauge, and control valve to monitor and regulate the amount of chemical injected. Pump units shall utilize centrifugal pumps and shall be capable of injecting at least 7,500 gallons per hour at a constant pressure of 200 to 250 pounds per square inch.

4. Injection rods shall be driven downward (not jetted or washed) in approximately 12-inch vertical intervals to the specified depth. The spacing of the injection holes shall not exceed 3 feet on center, each way. Injections shall extend a minimum of 5 feet beyond the building lines and consist of at least two lines of injections.

5. A minimum elapsed time of 24 hours shall be maintained between each injection pass.

6. A minimum waiting period of 72 hours shall be required before any finishing operations, sampling, or testing are performed.

7. Post-treatment evaluation of building pad injections shall be based on one-dimensional laboratory swell tests (ASTM D 4546, Method B) conducted by GET. Soil samples used for testing shall be undisturbed and retrieved using thin-walled seamless tube samplers to a depth equal to the specified injection depth.

8. Sample borings shall be located equidistant from injection points. Continuous tube samples shall be obtained from the full depth of treatment. Samples shall be carefully extruded from the sampling tube, wrapped in plastic, sealed in plastic bags to prevent moisture loss, and protected from disturbance.

9. A minimum of two (2) one-dimensional swell tests shall be performed for each sample boring. Test depth ranges shall be 0–2 ft, 2–4 ft, 6–8 ft, 8–10 ft, 10–12 ft, and 12–14 ft. One-dimensional swell tests shall be documented in accordance with ASTM D 4546, Method B. Test results shall report swell after 48 hours under a single surcharge load simulating the overburden pressure after building construction. The swell test shall be continued beyond 48 hours if the sample exhibits a 25 percent or greater change in height during the 36- to 48-hour test interval. Moisture and hand penetrometer determinations shall be performed at one-foot intervals in all borings.

10. The average swell from each sampled boring shall not exceed 0.56 percent, and no individual swell test from a boring shall exceed 0.56 percent.

11. Where the swell criteria are not met for any boring, GET shall determine the project area and depth increments requiring re-injection. Retreatment and acceptance testing shall be performed in accordance with GET's recommendations.

12. Final acceptance by the Owner shall be based on an evaluation of the test data by both the Owner and GET. The building pad and/or pavement subgrade shall not be accepted until all acceptance testing requirements are met.

13. Once the chemical injection is completed and approved, the floor slab area should be covered with a six-mil Polyethylene sheet beneath one foot of fill soil. This will help prevent the injected chemicals from drying out if the floor slabs are not poured within 30 days.

14. The client/owner shall obtain a 10-year warranty from the chemical injection company against any foundation movements.

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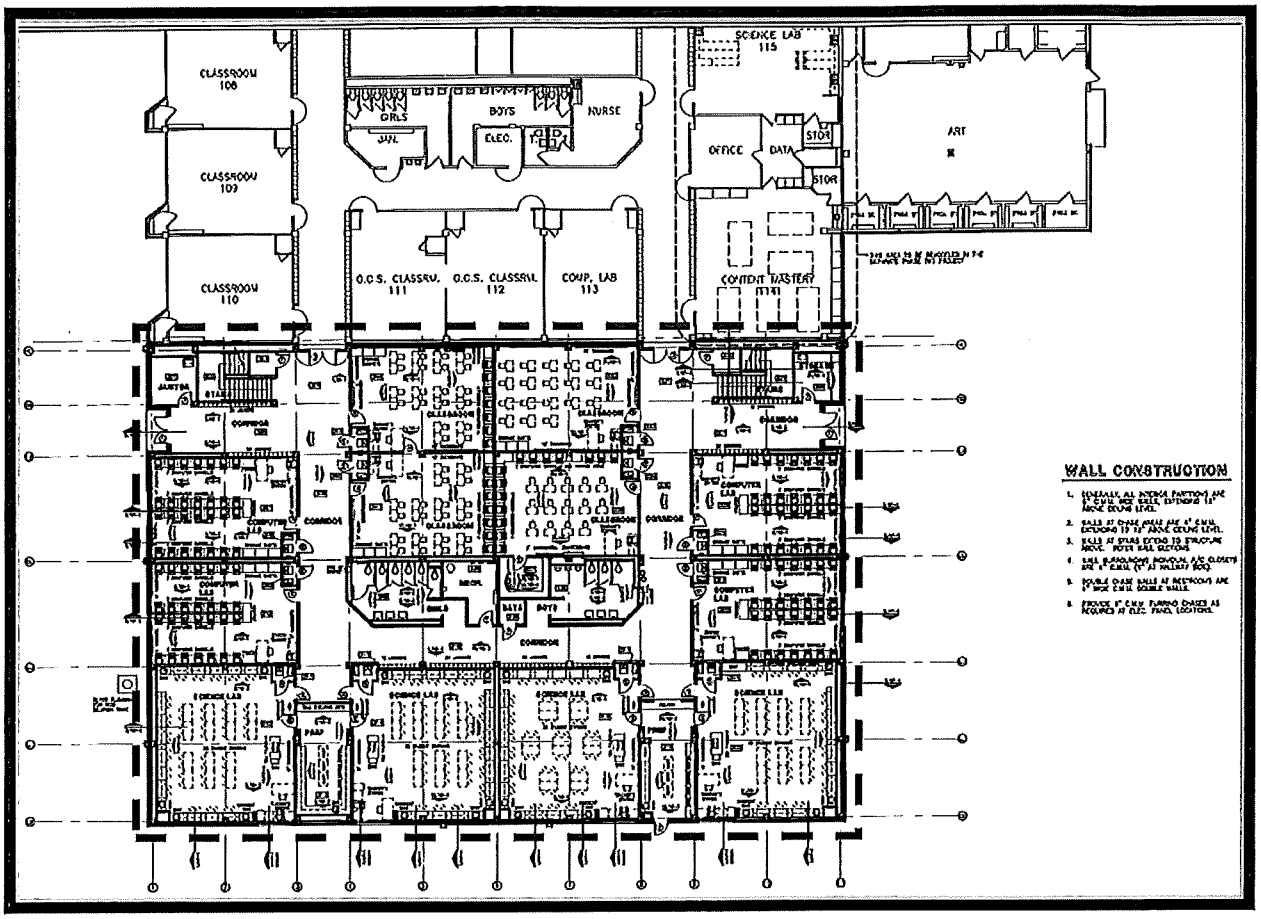

Note: The injection shall extend 5-ft beyond the building envelope.

EXTENT OF CHEMICAL INJECTION REMEDIATION			
PROJECT: Specifications for Chemical Injection, Calallen Middle School Addition, 4602 Cornett Drive Corpus Christi, Texas 78410			NORTH
SCALE: NOT TO SCALE	DATE: OCTOBER 2025	PROJECT NO.: 24-949E	

Calallen Middle School Additions / Renovations
Calallen Independent School District
Corpus Christi, Texas

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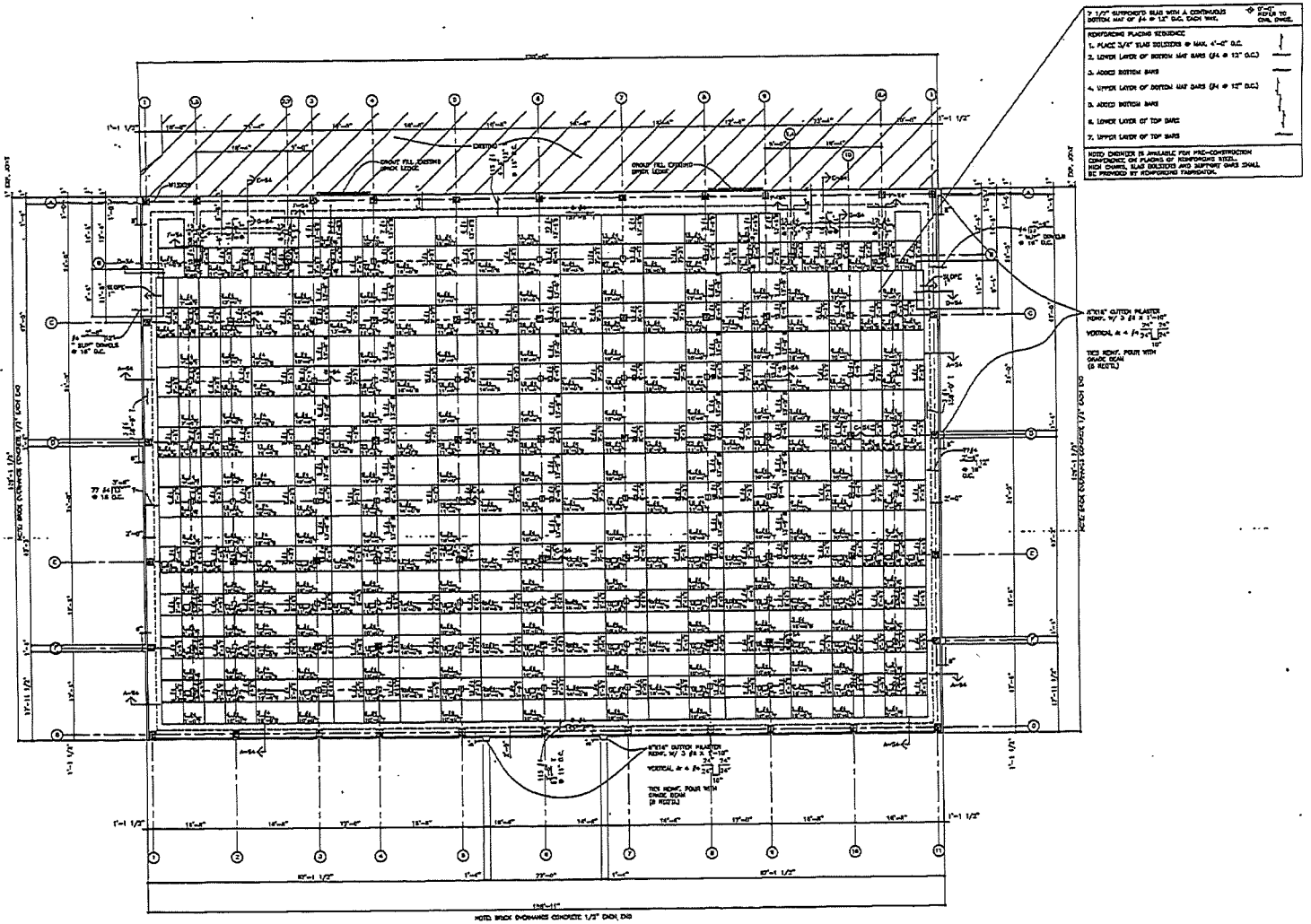
SHEET #	S2
OF	SHEETS
PROJECT	08-721
DRAWN BY	R.L.
DATE	01/05/09

FOUNDATION PLAN



FLOOR FRAMING PLAN

NOTE: COORDINATE ALL PLUMBING/MECH. PENETRATIONS THRU STRUCTURAL SLAB AND GRADE BEAMS WITH ARCH. CONSTRUCTION. SHALL BE SLEEVED AS PER SPECIFICATIONS.

Calallen Middle School Additions / Renovations
Calallen Independent School District
Corpus Christi, Texas

SHEET S6

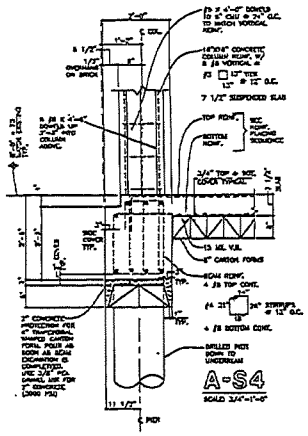
S3

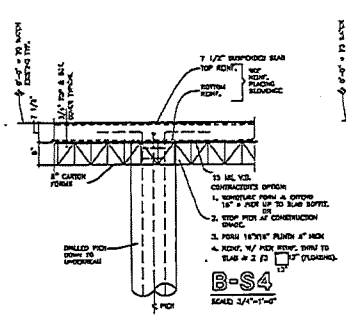
OF 32 SHEETS

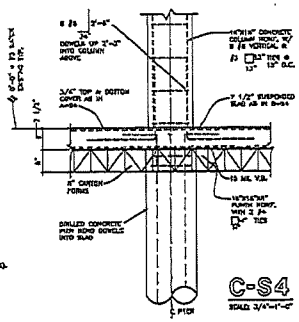
PROJECT 08-701

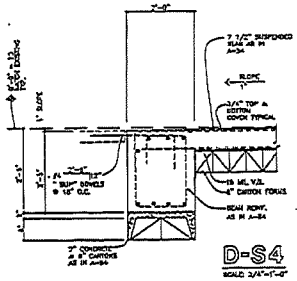
DRAWN BY R.G.

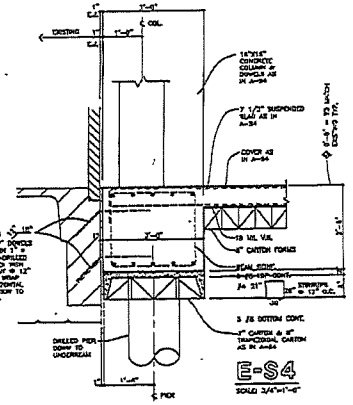
DATE 01/09/09

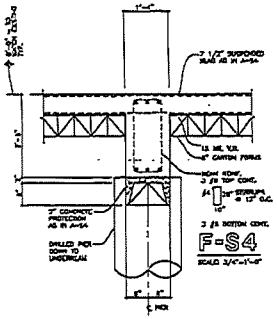


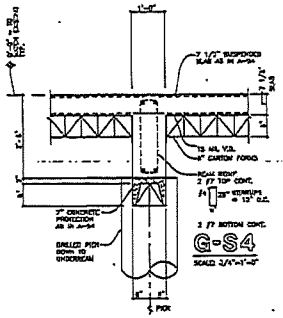












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Calallen Independent School District
Corpus Christi, Texas

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SHEET S1

S4

OF 32 SHEETS

PROJECT 08-701

DRAWN BY R.G.

DATE 01/09/09

November 4, 2025

Project: Asbestos Inspection

Calallen ISD

Corpus Christi, Texas

Attn: Blair McDavid

Email: bmcdavid@calallen.org

Phone: 361-242-5600

RE: Asbestos Inspection - Calallen Middle School
3702 Lott Ave.
Corpus Christi, Texas78410

Mr. McDavid,

A limited asbestos inspection was conducted at the Calallen Middle School located at 4602 Cornet Drive, Corpus Christi, Texas, October 29, 2025 and November 7, 2025. The survey was conducted in the new addition.

The foundation requires repair involving drilling holes through the concrete slab and injecting a substance to stabilize the fill underneath to stabilize the foundation.

Samples were submitted to Crisp Analytical Laboratories for PLM analysis, with 24 hour turnaround.

The laboratory reported that there was no asbestos any of the samples.

The 2022 3-Year Re-Inspection shows the vapor barrier contains Asbestos. The inspector suspects that the vapor barrier on the new addition will be asbestos free. If work involving penetration of exterior walls is necessary, samples will be collected where the brick is being removed.

The survey was completed by a Texas Department of State Health Services Licensed Management Planner, Mr. Steve Strong DSHS #205048. If you have any questions regarding the information contained in this report, please contact our offices at your earliest convenience: (361) 779-5064.

Sincerely,

Steve Strong

Steve Strong

Certified Environmental Health Technician

TX Department of Licensing and Regulation Mold Assessment Consultant #MAC0334

TX Department of State Health Services Asbestos Management Planners' License #205048

TX Department of State Health Services Lead Inspector License #205048

SCOPE OF ASBESTOS INSPECTION

A. Texas Consulting Services will not be responsible for any asbestos containing materials (ACM) that were not found in the asbestos inspection of the site due to areas that were inaccessible or concealed. Since ACM inspection is limited to areas that are accessible to the inspector and not enclosed or otherwise concealed from the inspection process and additionally that non-destructive testing is performed during the inspection, the owner is advised that abatement or demolition may discover additional ACM on site. Unless stipulated in the project proposal, TCS does not perform exterior sampling for asbestos.

B. This inspection report is written based on the ACM inspection of the site and on the lab analysis of samples taken. The laboratories used are Dept of State Health Services licensed and Texas Consulting Services assumes these analyses are true and correct but will not be responsible for their content.

C. Sampling Locations: the Inspector drew a map of the facility, while making an inventory of suspect ACM. The maps are drawn to scale. If the rooms of buildings are not marked, the Inspector will assign numbers or other designation to the rooms. The forms TCS uses are designed to allow the Inspector to fill in the room locations in the line with the suspect ACM. Based on this, the Inspector uses best judgement to select locations for bulk PLM samples to best represent the facility

D. Any damages done to the site will be the responsibility of the site owner. Some damage will occur as a part of the inspection process such as, but not limited to, floor tile, holes in walls, surfaces or pipes or other cosmetic damage. Texas Consulting Services will not be responsible for these damages.

E. Theft from the site will not be the responsibility of Texas Consulting Services.

F. This inspection is not a warranty as to the absence of ACM in the completed project.

G. Neither Texas Consulting Services, its employees or representatives have had, presently have, or contemplate having any interest in the subject property or are associated in any way with any party to this project.

1.0 Overview

Mr. Blair McDavid requested sampling in preparation for upcoming renovation work. Samples were collected of materials which will potentially be disturbed in the renovation. The pipe insulation was not sampled, as it appears to be original and was only observed in the mechanical room

2.0 Building Description

The building has a slab foundation, built up roof, and Concrete Masonry (CMU) block interior walls.

3.0 Results of Sampling for ACM (Asbestos)

The inspector took 9 bulk samples for PLM analysis for asbestos, from which the laboratory analyzed 14 layers.

The chart of the samples collected with laboratory results for asbestos being obtained from the samples as indicated below:

3.0 Table of Sample Results, Location, Condition, Amou

Results	HA #	Sample Numbers	Material and Description	Material Location	Amount	Condition
Negative	2-1 2-2	041-2-1 041-2-2	Tan Vinyl Cove Base Tan Cove Base Mastic	Room 105 Walls	N/A	G
Negative	3	041-3	CMU Mortar White	Walls Throughout	N/A	G
Negative	2-1 2-2	041-3-1 041-3-2	12" x 12" Floor Tile, White with Multi Color Flecks Tan Mastic	Room 306	N/A	G
Negative	2-1 2-2 2-3	041-5-2 041-5-2 041-5-3	Tan Vinyl Cove Base Tan Mastic White Surfaced Joint Compound	Room 306 Walls	N/A	G
Negative	3	041-6	CMU Mortar White	Walls Throughout	N/A	G
Negative	1-1 1-2	041-7-1 041-7-2	12" x 12" Floor Tile, White with Multi Color Flecks Tan Mastic	Room 309	N/A	G
Negative	3-1 3-2	041-8-1 041-8-2	Tan Vinyl Cove Base Tan Cove Base Mastic	Room 309 Walls	N/A	G
Negative	3	041-9	CMU Mortar White	Walls Throughout	N/A	G
Negative	1-1 1-2	041-22-1 041-22-2	12" x 12" Floor Tile White Tan Mastic	Custodian Closet New Wing	N/A	G

TSI – Thermal System Insulation
Surf – Surfacing
Misc – Miscellaneous
HA – Homogeneous Area
G – Good condition
D – Damaged
S – Significantly damaged
Material amounts are only reported for those materials that contain asbestos

Laboratory Report

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Strong Consulting
103 Canal St
Mathis, TX 78368

Attn: Steve Strong
Customer Project: 25-041 Calallen MS Foundation
Reference #: CAL25118181AS Date: 11/03/25

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mouting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjugation with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at Crisp Analytical Labs, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project: 25-041 Calallen MS Foundation **CA Labs Project #:** CAL25118181AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
98045	041-1	*1-1*	***Floor Tile/ white floor tile***	***2% Chrysotile***	***white floor tile black mastic***
98045		*1-2*	*black mastic*	***2% Chrysotile***	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

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Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Steve Strong
Strong Consulting
103 Canal St
Mathis, TX 78368

Phone # 361-779-5064
Fax #

Customer Project:
25-041 Calallen MS Foundation
Turnaround Time:
8 Hours

CA Labs Project #:
CAL25118181AS
Date: 11/3/2025
Samples Rec'd: 11/3/25 10:30AM
Date Of Sampling: 10/29/2025
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysis Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
98045	041-1		1-1	*Floor Tile/ white floor tile*	y	*2% Chrysotile*		98% qu,ca
98045			1-2	*black mastic*	y	*2% Chrysotile*		98% gy,bi
98046	041-2		2-1	*Cove Mastic/ brown baseboard*	y	*None Detected*		100% gy,ma
98046		5	2-2	*tan mastic*				
98047	041-3		3-1	*CMU Mortar/ tan surfaced white stucco*	n	*None Detected*		100% qu,bi,ca
98048	041-4		4-1	*Floor Tile/ white floor tile*	y	*None Detected*		100% qu,ca
98048			4-2	*tan mastic*	y	*None Detected*		100% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion staining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tomas Vazquez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

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Dedicated to Quality

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Phone 225-751-5632
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Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Steve Strong
Strong Consulting
103 Canal St
Mathis, TX 78368

Phone # 361-779-5064
Fax #

Customer Project:
25-041 Calallen MS Foundation
Turnaround Time:
8 Hours

CA Labs Project #:
CAL25118181AS
Date: 11/3/2025
Samples Rec'd: 11/3/25 10:30AM
Date Of Sampling: 10/29/2025
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysis Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
98049	041-5		5-1	*Cove Mastic/ brown baseboard*	y	*None Detected*		100% gy,ma
98049			5-2	*tan mastic*	y	*None Detected*		100% gy,bi
98049			5-3	*white surfaced white compound*	n	*None Detected*		100% qu,bi,ca
98050	041-6		6-1	*CMU Mortar/ tan surfaced white stucco*	n	*None Detected*		100% qu,bi,ca
98051	041-7		7-1	*Floor Tile/ white floor tile*	y	*None Detected*		100% qu,ca
98051			7-2	*tan mastic*	y	*None Detected*		100% gy,bi
98052	041-8		8-1	*Cove Mastic/ brown baseboard*	y	*None Detected*		100% gy,ma

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tomas Vazquez
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
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4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
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Polarized Light Asbestiform Materials Characterization

Customer Info: Attn: Steve Strong
Strong Consulting
103 Canal St
Mathis, TX 78368

Phone # 361-779-5064
Fax #

Customer Project:
25-041 Calallen MS Foundation
Turnaround Time:
8 Hours

CA Labs Project #:
CAL25118181AS
Date: 11/3/2025
Samples Rec'd: 11/3/25 10:30AM
Date Of Sampling: 10/29/2025
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
98052			*8-2*	*tan mastic*	*y*	***None Detected***		100% gy,bi
98052			*8-3*	*white surfaced white compound*	*n*	***None Detected***		100% qu,bi,ca
98053	041-9		*9-1*	*CMU Mortar/ tan surfaced white stucco*	*n*	***None Detected***		100% qu,bi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Tomas Vazquez
Analyst

Technical Manager
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Senior Analyst
Julio Robles

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2. Fire Damage no significant fiber damages effecting fibrous percentages
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5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs

CA Labs
1929 Old Denton Rd.
Carrollton, TX 75006

Phone: 972-242-2754
Fax: 972-242-2798
Mobile: 469-222-6967

Chain of Custody

Client Name:	Texas Consulting Services	CA Labs Job #	CAL 2511 8181
Client Address:	103 Canal St.	Billing Address: (if different)	
	Mathis, Texas 78368		
Phone Number:	361-779-5064	P.O. #:	
Fax Number:		Project Name:	Calallen MS Foundation
Send Reports to:	stevestrong2a@yahoo.com	Project Number:	25-041

Contact: Steve Strong Report Results: Via: Email FAX Verbal

Total # Samples Submitted:	Total # Samples to be Analyzed:	Material Matrix: Air / Bulk / Water
	9	Bulk

Please indicate appropriate turn around time.

Asbestos: *please call ahead for availability of all rush and/or after hours samples*

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
Circle analysis and select TA time		Circle analysis and select TA time	2 hour	PCM: NIOSH 7400	Note TAT
AHERA	4 hour	EPA 600	4 hour	Allergen Particle:	24 hour
EPA Level II	8 hour		8 hour	tape/bulk/swab	2 days
Drinking Water	16 hour		16 hour	Cyclex-d cassettes	3 days
Wipe	24 hour	AHERA	24 hour	Air-o-cell cassettes	5 days
Micro-vac	2 days		2 days	Anderson cultures	Specify
NIOSH 7402	3 days	Point Count -	3 days	Bulk/swab cultures	Mold or
Chatfield Bulk	5 days	(NESHAPS)	5 days	Bacteria cultures	bacteria

Lead: *Circle analysis and select TA time*

Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater
TA Time:	8 hour	1 day	2 days	3 days	5 days

Sample Information:

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume (L):
041-1	12" Floor Tile	10/29/25	
041-2	Cove Mastic		
041-3	CMU Mortar		
041-4	12" Floor Tile		
041-5	Cove Mastic		

Custody Information:

Samples relinquished: Steve Strong 10/29/25
Signature / Date / Time

Samples received:
Signature / Date / Time

Samples relinquished:
Signature / Date / Time

Samples received: Andrew Sisco
Signature / Date / Time

CA Labs

CA Labs
1929 Old Denton Rd.
Carrollton, TX 75006

Phone: 972-242-2764
Fax: 972-242-2798
Mobile: 469-222-6967

Chain of Custody

Client Name:	Texas Consulting Services	CA Labs Job #	CAL 25118191
Client Address:	103 Canal St Mathis, TX 78368	Billing Address: (if different)	
Phone Number:	361-779-5064	P.O. # :	
Fax Number:		Project Name:	Calallen MS Foundation
Send Reports to:	stevestrong2a@yahoo.com	Project Number:	25-041

Total # Samples Submitted:	Total # Samples to be Analyzed:	Material Matrix: Air / (Bulk) / Water
9	9	

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume (L):
041-6	CMU Mortar		
041-7	12" Floor Tile		
041-8	Cove Mastic		
041-9	CMU Mortar		
~~041-10~~			
~~041-11~~			
~~041-12~~			

Custody Information:

Samples relinquished: Steve Strong 10/29/25
Signature / Date / Time

Samples received: 10/29/25
Signature / Date / Time

Samples relinquished:
Signature / Date / Time

Samples received: Andrew Sikes
Signature / Date / Time

CA Labs
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Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Strong Consulting
103 Canal St
Mathis, TX 78368

Attn: Steve Strong
Customer Project: 25-041a, Calallen MS Foundation
Reference #: CAL25118317AS Date: 11/07/25

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mouting medium. These oils are used for identification (disperson staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjugation with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

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Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC, in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at Crisp Analytical Labs, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

CA Labs
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Phone 225-751-5632
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project: 25-041a, Calallen MS Foundation **CA Labs Project #:** CAL25118317AS

Laboratory Sample ID	Sample #	Layer #	Analysis Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

No Asbestos Detected.

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
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sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
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Polarized Light Asbestiform Materials Characterization

Customer Info: **Attn:** Steve Strong
Strong Consulting
103 Canal St
Mathis, TX 78368

Phone # 361-779-5064
Fax #

Customer Project:
25-041a, Calallen MS Foundation
Turnaround Time:
8 Hours

CA Labs Project #:
CAL25118317AS
Date: 11/7/2025
Samples Rec'd: 11/7/25 10:30AM
Date Of Sampling: 11/8/2025
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysis Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
99677	041-22		*22-1*	***Floor Tile/ white floor tile***	*y*	***None Detected***		100% qu,ca
99677		*5*	*22-2*	*tan mastic*				

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion staining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Justin Cox
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
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7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs

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Carrollton, TX 75006

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Fax: 972-242-2798
Mobile: 469-222-6967

Chain of Custody

Client Name:	Texas Consulting Services	CA Labs Job #	CAL 2511 8317
Client Address:	103 Canal St.	Billing Address: (if different)	
	Mathis, Texas 78368		
Phone Number:	361-779-5064	P.O. #:	
Fax Number:		Project Name:	Calallen MS Foundation
Send Reports to:	stevestrong2a@yahoo.com	Project Number:	25-041a

Contact: Steve Strong Report Results: Via: Email ____ FAX ____ Verbal

Total # Samples Submitted:	Total # Samples to be Analyzed:	Material Matrix: Air / Bulk / Water

Please indicate appropriate turn around time.

Asbestos: *please call ahead for availability of all rush and/or after hours samples*

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
Circle analysis and select TA time		Circle analysis and select TA time	2 hour	PCM: NIOSH 7400	Note TAT
AHERA	4 hour	EPA 600	4 hour	Allergen Particle:	24 hour
EPA Level II	8 hour		8 hour	tape/bulk/swab	2 days
Drinking Water	16 hour		16 hour	Cyclex-d cassettes	3 days
Wipe	24 hour	AHERA	24 hour	Air-o-cell cassettes	5 days
Micro-vac	2 days		2 days	Anderson cultures	Specify
NIOSH 7402	3 days	Point Count -	3 days	Bulk/swab cultures	Mold or
Chatfield Bulk	5 days	(NESHAPS)	5 days	Bacteria cultures	bacteria

Lead: *Circle analysis and select TA time*

Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater
TA Time:	8 hour	1 day	2 days	3 days	5 days

Sample Information:

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume (L):
041-22	Floor Tile	11-8-25	
	Bill Shipping		10:30AM

Custody Information:

NOV 07 2025

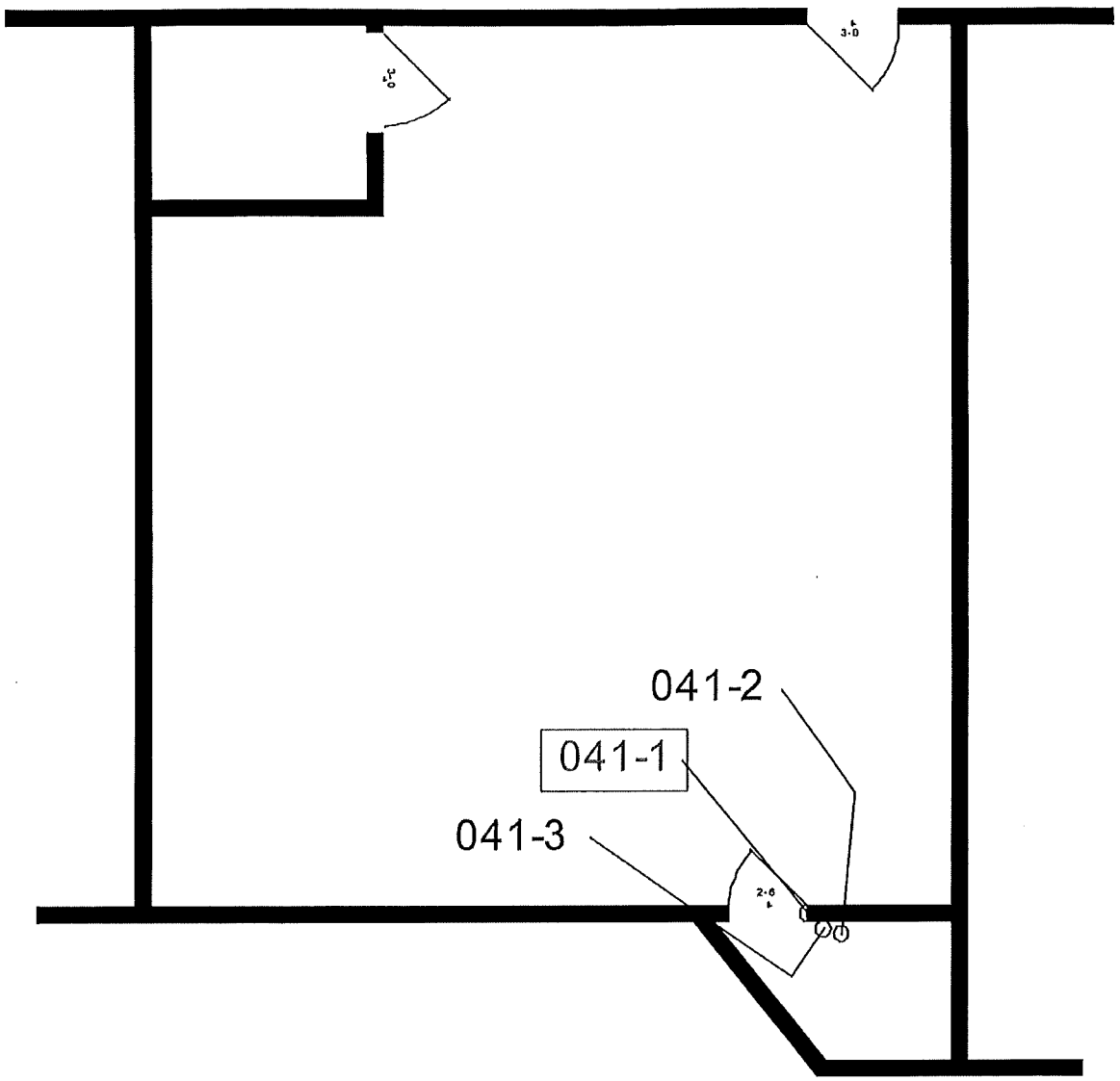
Samples relinquished: [signature] 11-8-25 — Signature / Date / Time

Samples received: [signature] — Signature / Date / Time

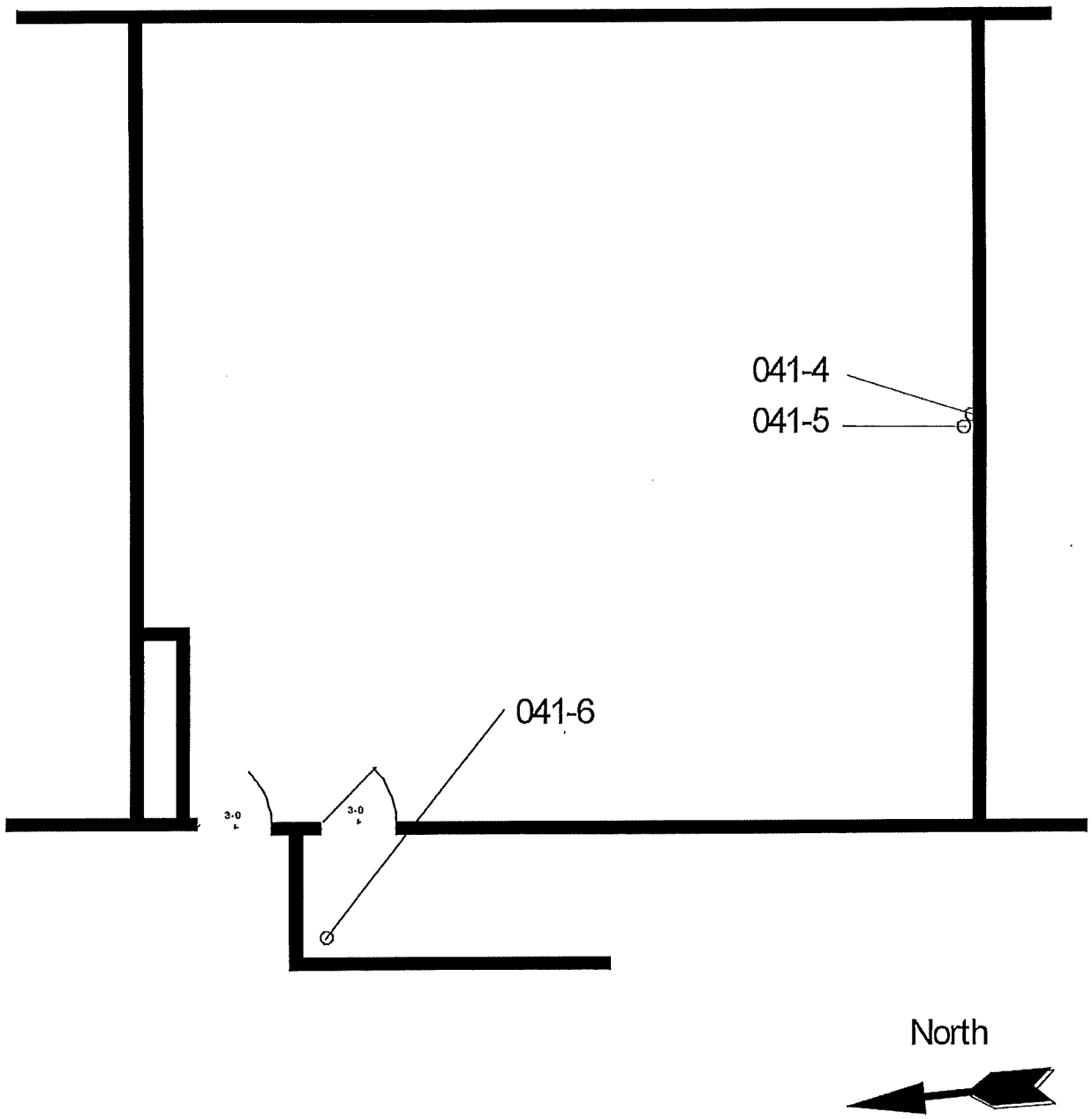
Samples relinquished: — Signature / Date / Time

Samples received: — Signature / Date / Time

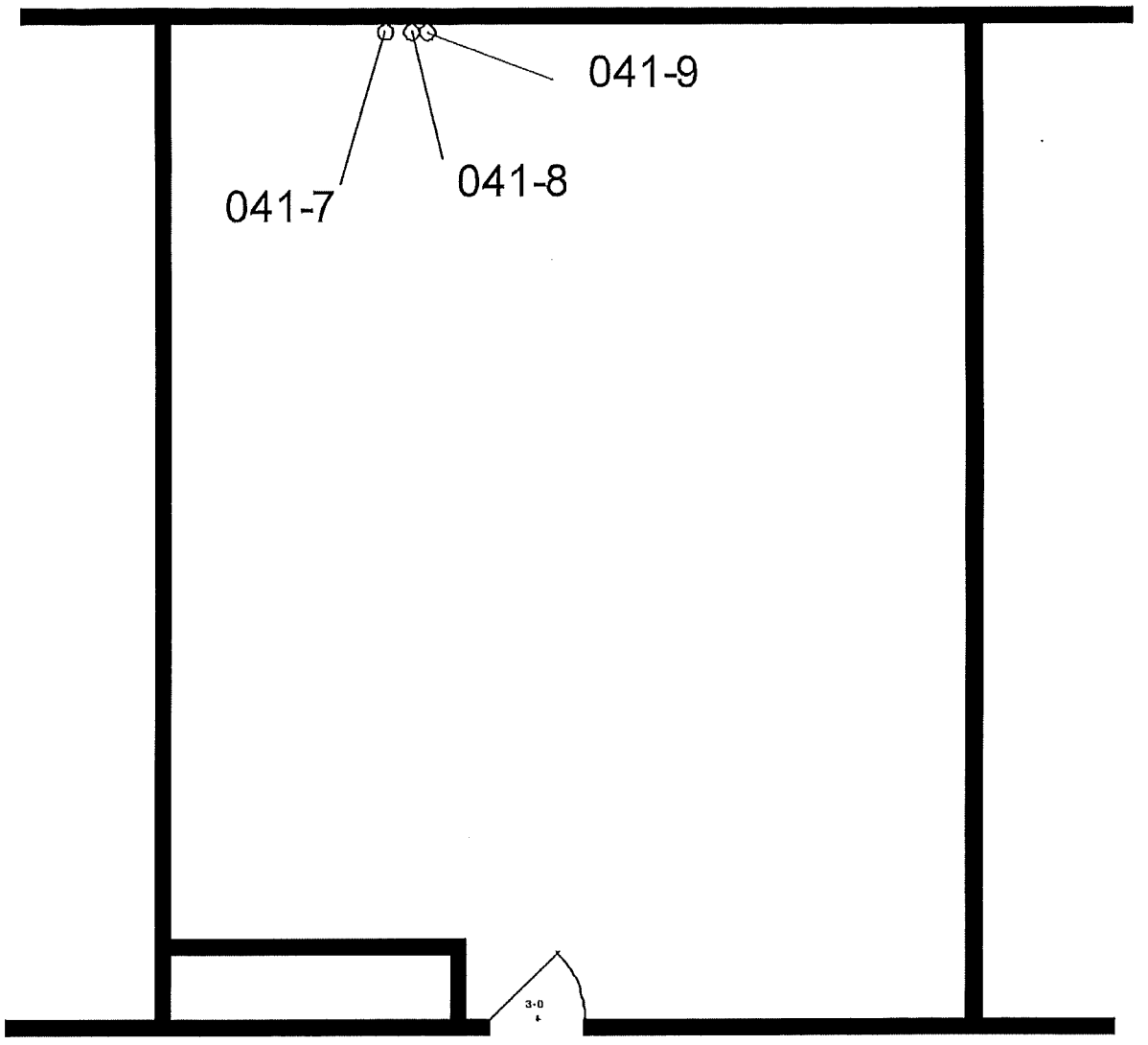
Maps



Classroom 105
Asbestos Sample Locations



Classroom 306
Asbestos Sample Locations



North

Classroom 309

Asbestos Sample Locations

GEOTECHNICAL INVESTIGATION
NEW SCHOOL AND
SCHOOL ADDITIONS
CALALLEN INDEPENDENT
SCHOOL DISTRICT
CORPUS CHRISTI, TEXAS

July 2008

KLEINFELDER
Bright People. Right Solutions.

GEOTECHNICAL INVESTIGATION
NEW SCHOOL AND SCHOOL ADDITIONS
CALALLEN INDEPENDENT SCHOOL DISTRICT
CORPUS CHRISTI, TEXAS

Prepared For

CALALLEN INDEPENDENT SCHOOL DISTRICT
C/O FERRELL/BROWN AND ASSOCIATES, INC.
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Report No. C-1638

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Important Information About Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.

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GEOTECHNICAL INVESTIGATION
NEW SCHOOL AND SCHOOL ADDITIONS
CALALLEN INDEPENDENT SCHOOL DISTRICT
CORPUS CHRISTI, TEXAS

1.0 INTRODUCTION

1.1 General

This investigation of subsurface materials at the new school and school additions for the Calallen Independent School District was authorized by Mr. Arturo Almendarez, Ed. D., Superintendent, on June 16, 2008. The investigation was performed in general accordance with our letter proposal agreement (Proposal No. CCH8P078) dated June 12, 2008. The purpose of this investigation has been to explore subsurface conditions at the sites, to conduct field and laboratory tests to characterize the physical soil properties and to provide design criteria to assist the structural engineer in his design of foundations and pavements for the new facilities. This investigation and scope does not include environmental evaluations for contaminants or potential contaminants on the site.

1.2 Site Locations and Conditions

East Primary School Addition

The site is located south of the existing campus on 3709 Lott Avenue in Corpus Christi, Texas. The general vicinity of the site is shown on the attached site vicinity map, Plate 1A, presented in the Appendix. The site is an existing asphalt parking lot with a small patch of native grass located between two parking areas. Natural drainage appears to be fair across the site.

Wood River Primary Addition

The site is located east of the existing campus on 15118 Dry Creek Drive in Corpus Christi, Texas. The general vicinity of the site is shown on the attached site vicinity map, Plate 1B, presented in the Appendix. The site is an existing asphalt parking lot and natural drainage appears to be fair across the site.

Calallen Middle School Addition

The site is located south of the existing campus on 4602 Cornett Drive in Corpus Christi, Texas. The general vicinity of the site is shown on the attached site vicinity map, Plate 1C, presented in the Appendix. The site is an existing asphalt parking lot with a patch of native grass and trees located between the existing school and parking lot. Natural drainage appears to be fair across the site.

Magee Intermediate

The site is located north of the existing campus on 4201 Calallen Drive in Corpus Christi, Texas. The general vicinity of the site is shown on the attached site vicinity map, Plate 1D, presented in the Appendix. The site is an existing asphalt parking lot with a native grass located north and native grass and trees located west of the campus. Natural drainage appears to be fair across the asphalt pavement and poor across the north side of the proposed site.

1.3 Subsurface Exploration

Subsurface materials at the sites were explored by a total of eighteen [18] soil borings, five [5] extending to a depth of 50 feet and eight [8] extending to a depth of 25 feet in the building areas and five [5] extending to a depth of six [6] feet in the pavement areas. A summary of the boring schedule is provided in the following table.

Campus	No. of Borings	Depth of Borings[1]
East Primary Addition	2	1 @ 25 ft. & 1 @ 50ft.
Wood River Primary Addition	3	2 @ 25 ft. & 1 @ 50ft
Calallen Middle Addition	2	1 @ 25 ft. & 1 @ 50ft.
Magee Intermediate	6	4 @ 25 ft. & 2 @ 50ft
Magee Intermediate Pavement	5	5 @ 6 ft.
Note: 1. Depth of borings measured from existing grades at the sites.		

The borings were advanced using steel push tube samplers (Shelby tube) from which undisturbed cohesive soil samples were recovered and a split-spoon sampler from which disturbed samples were recovered. All soil samples were identified in the field, placed in plastic bags, sealed, identified according to boring number and depth, and then placed in core boxes. All boreholes were backfilled with auger cuttings after completion of drilling and sampling. Samples will be stored for 30 days from the date of this report. After that time they will be discarded unless otherwise notified. The locations of the borings are shown on the attached Boring Location Plans, Plates 2A to 2D, presented in the Appendix.

Standard Penetration Tests (SPT) were conducted on cohesionless or very sandy soils during the field investigation. The SPT determines the resistance to penetration by a 2-inch outside diameter split-spoon sampler when driven into the soil using a drop hammer weighing 140 pounds and dropped from a height of 30 inches. The number of blows of the hammer required to drive the sampler for a distance of 12-inches (after seating the sampler six inches) or the number of blows per inches of penetration is recorded on the boring logs. Results of the SPT are shown on the left-hand side of the Log of Boring, under N, blows/foot (bpf).

While sampling the boreholes, observations were made for signs of groundwater. Our observations are shown in notes at the bottom of each boring log. Please be aware that these observations do not constitute a comprehensive groundwater study but simply report the results of limited field observations during our field sampling activities. A discussion pertaining to groundwater conditions is contained in a subsequent section of this report.

1.4 Laboratory Testing

The soil samples were returned to the laboratory where they were examined by a soil technician and the project geotechnical engineer. Under the direction of the project geotechnical engineer, selected specimens were chosen for testing to identify their soil classification, strength and other physical properties. The specific tests conducted are summarized below:

- ☐ Atterberg Limits
- ☐ Percent Passing No. 200 Sieve
- ☐ Moisture Content
- ☐ Unit Dry Weight
- ☐ Pocket Penetrometer
- ☐ Unconfined Compression

The results of these tests and the classifications of the subsurface materials are shown on the attached Logs of Boring. The soil classifications refer to the "Unified Soil Classification System" as explained on the attached Explanation of Symbols and Terms used on Logs of Borings. The results of the laboratory tests performed for this investigation are summarized on Plates 3A through 3D in the Appendix.

Pocket penetrometer tests were performed on cohesive tube samples in the field. The pocket penetrometer test is a quick and easy method of comparing the relative consistency of one soil sample to another. The results of the penetrometer tests are reported on the left side of the Logs of Boring under the heading "PP" in units of tsf. The plus notation indicates that the limit of the device has been exceeded.

Strength properties of the cohesive soils were investigated by unconfined compression tests on selected push tube samples. The unconfined compressive strength is reported on the Logs of Boring as Qu (tsf) on the right side of the logs.

1.5 Engineering Analysis

The results of the field exploration and laboratory testing were reviewed by the project geotechnical engineer who interpreted the results and determined suitable foundation design parameters and

support systems. Details of the analysis and recommendations are discussed in the subsequent sections.

2.0 SUBSURFACE MATERIALS AND CONDITIONS

2.1 General Stratification, Soil Strength Characteristics, and Subsurface Water Conditions
Specific material descriptions and depths of strata are shown on the attached Logs of Boring. These records represent our interpretation of the subsurface soil conditions at the sites based on observation and laboratory tests performed on selected soil samples. The lines designating the interface between strata in the borings represent approximate boundaries. The transition between strata may be gradual and indistinct. Subsurface conditions at the sites as noted in our boring logs are summarized below.

East Primary School Addition

SUBSURFACE CONDITIONS SUMMARY

Stratum	Description	Bottom Depth[1]	Remarks
Surface	Overall the site is flat; Covered with asphalt underlain with flexible base; Dry at the time of our investigation.	1.5 ft.	Borehole locations were staked prior to drilling by Kleinfelder personnel.
I	FAT CLAY (CH) to LEAN CLAY (CL); firm to very stiff; dark gray, gray, tan and gray, tan	18.5 ft.	-with calcareous nodules, gypsum deposits, and calcite crystals throughout; with sand lenses -moderately to highly slickensided
II	POORLY GRADED SAND (SP-SC); medium dense to dense; tan	28.5 ft.	-with trace to some clay
III	CLAYEY SAND (SC); medium dense to dense; tan	35 ft.	-with calcareous nodules, calcite crystals, and iron oxide stains
IV	FAT CLAY (CH) to LEAN CLAY (CL); firm to very stiff; tan and gray	TOB[1]	-with calcareous nodules, gypsum deposits, and iron oxide stains

Notes: (1) Depth measured below existing grade
(2) Termination of borehole; 50 feet below existing ground surface

The results of the pocket penetrometer tests and the unconfined compression tests indicate that the clays are generally firm to very stiff in relative consistency. The SPT results indicate that the sands are generally medium dense to dense.

The borings were advanced dry to a depth of 25 feet without using drilling fluid. Groundwater was not encountered above a depth of 25 feet. Mud rotary was used to advance the borehole to the termination depth of 50 feet below grade.

Wood River Primary Addition

SUBSURFACE CONDITIONS SUMMARY

Stratum	Description	Bottom Depth[1]	Remarks
Surface	Overall the site is flat; Covered with asphalt underlain with flexible base; Dry at the time of our investigation.	1.0 ft.	Borehole locations were staked prior to drilling by Kleinfelder personnel.
I	FAT CLAY (CH) ; firm to very stiff; dark gray, gray and tan, tan	13.5 to 23.5 ft.	-with calcareous nodules, gypsum deposits, and iron oxide stains; with sand lenses -moderately to highly slickensided
II	POORLY GRADED SAND (SP-SC) to CLAYEY SAND (SC); medium dense to dense; tan	19.5 to 25 ft.	-with trace to some clay
III	SANDY LEAN CLAY (CL); stiff to very stiff; tan	38.5 ft.	-with calcareous nodules, and iron oxide stains
IV	CLAYEY SAND (SC); dense to very dense; tan	45 ft.	
V	SANDY LEAN CLAY (CL); stiff to very stiff; tan	TOB [1]	

Notes: (1) Depth measured below existing grade
(2) Termination of borehole; 50 feet below existing ground surface

The results of the pocket penetrometer tests and the unconfined compression tests indicate that the clays are generally firm to very stiff in relative consistency. The SPT results indicate that the sands are generally medium dense to dense.

The borings were advanced dry to a depth of 25 feet without using drilling fluid. Groundwater was not encountered above a depth of 25 feet. Mud rotary was used to advance the borehole to the termination depth of 50 feet below grade.

Calallen Middle School Addition

SUBSURFACE CONDITIONS SUMMARY

Stratum	Description	Bottom Depth[1]	Remarks
Surface	Overall the site is flat; Covered with asphalt underlain with flexible base; Dry at the time of our investigation.	1.0 ft.	Borehole locations were staked prior to drilling by Kleinfelder personnel.
I	FAT CLAY (CH) ; firm to very stiff; dark gray, gray & tan, tan, reddish tan	23.5 ft.	-with calcareous nodules, gypsum deposits, iron oxide stains, and calcite crystals; with trace sands at depth -moderately to highly slickensided
II	CLAYEY SAND (SC); medium dense to dense; tan	25 ft.	
III	SANDY LEAN CLAY (CL); stiff to very stiff; tan	40 ft.	
IV	CLAYEY SAND (SC); dense to very dense; tan	TOB [1]	

Notes: (1) Depth measured below existing grade
(2) Termination of borehole; 50 feet below existing ground surface

The results of the pocket penetrometer tests and the unconfined compression tests indicate that the clays are generally stiff to very stiff in relative consistency. The SPT results indicate that the sands are generally medium dense to very dense.

The borings were advanced dry to a depth of 25 feet without using drilling fluid. Groundwater was not encountered above a depth of 25 feet. Mud rotary was used to advance the borehole to the termination depth of 50 feet below grade.

Magee Intermediate

SUBSURFACE CONDITIONS SUMMARY

Stratum	Description	Bottom Depth(1)	Remarks
Surface	Overall the site is flat; Covered with asphalt underlain with flexible base in borings MI-4 and MI-5 and native grass; Dry at the time of our investigation.	1.0 ft.	Borehole locations were staked prior to drilling by Kleinfelder personnel.
I	FAT CLAY (CH) to LEAN CLAY (CL); firm to hard; dark gray, gray & tan, tan, reddish tan	19 to 23.5 ft.	-with calcareous nodules, gypsum deposits, iron oxide stains, and calcite crystals; with trace sands at depth -moderately to highly slickensided
II	CLAYEY SAND (SC); medium dense to dense; tan	25 to 43.5 ft.	
III	SANDY FAT CLAY (CH); stiff to very stiff; tan	43.5 to 50 ft.	
IV	CLAYEY SAND (SC); dense to very dense; tan	TOB (1)	- encountered in boring MI-1 only.

Notes: (1) Depth measured below existing grade
(3) Termination of borehole; 50 feet below existing ground surface

The results of the pocket penetrometer tests and the unconfined compression tests indicate that the clays are generally firm to hard in relative consistency. The SPT results indicate that the sands are generally medium dense to very dense.

The borings were advanced dry to a depth of 25 feet without using drilling fluid. Groundwater was not encountered above a depth of 25 feet. Mud rotary was used to advance the borehole to the termination depth of 50 feet below grade.

Based on the limited groundwater observations made at the time of this investigation, it appears that the groundwater level at each site at this time is at least 25 feet below existing grades. It must be noted that due to the nature of subsurface water and its relationship to climatic influences, subsurface water may occur at shallower depths.

Be aware that these limited observations do not represent a groundwater study, which was beyond the scope of this investigation. If construction proceeds during a wet period of the year, water levels may occur above a depth of 25 feet.

2.2 Shrink/Swell Potential

The tendency for a soil to shrink and swell with change in moisture content is a function of clay content and type, which are reflected in soil plasticity as defined by the Atterberg Limits. A generalized relationship between shrink/swell potential and the soil plasticity index (P.I.) is shown below:

GENERAL RELATIONSHIP BETWEEN P.I. AND SHRINK/SWELL POTENTIAL

P.I. Range	*Shrink/Swell Potential*
0 - 15	Low
15 - 25	Medium
25 - 35	High
> 35	Very High

The amount of expansion that will actually occur with increase in moisture content is inversely related to the overburden pressure; that is, the larger the overburden pressure, the smaller the amount of expansion. Near-surface soils are thus most susceptible to shrink/swell behavior because they experience low amounts of overburden. Overall, the clay soils at the sites possess high to very high shrink/swell potential.

3.0 FOUNDATION DESIGN RECOMMENDATIONS

3.1 General

Proposed construction involves four [4] school campuses in the Calallen Independent School District in Corpus Christi, Texas. The East Primary addition will have a total floor space of ±10,000 square feet. The structure will be one-story construction. The addition of Wood River Primary campus will have a total floor space of ±14,000 square feet. This structure will be one-story construction. Magee Intermediate campus will be a new free standing building that is also one-story construction. Calallen Middle School will be a two-story addition . As such, it is assumed that the new buildings will impart column loads of up to 150 kips to the foundation system. A new driveway and entrance/exit for Magee Intermediate will be included as part of the project.

The following conclusions and recommendations are based upon the data obtained in the field and laboratory investigations, structural information provided to us, and our experience with similar soil and site conditions.

3.2 Expansion Potential

As mentioned earlier, the clay soils at the sites possess high to very high shrink/swell potential. McDowell's potential vertical rise (PVR) procedure (reference 1) has been used to estimate the possible magnitude of shrink-swell movements at the sites. These results indicate possible shrink-swell movements over the sites (see table below for individual site values) ranging from 3 to 6 inches for "dry condition" due to seasonal soil moisture variations. It should be noted that this method utilizes a correlation of Atterberg Limits test data to calculate swell potential, and as such, the results must be considered as giving approximate values of the shrink/swell potential.

PVR Table

Campus	PVR (in.)
East Primary Addition	5½ to 6
Wood River Primary Addition	3 to 3½
Calallen Middle Addition	5 to 5½
Magee Intermediate	4½

Also, be aware that these PVR estimates are indicative of the relative magnitude of probable movement under seasonal changes in soil moisture content. Movements in excess of these values may be expected if increases in soil moisture content occur as a result of broken water and sewer lines, improper drainage of surface water, shrubbery and trees planted near the foundation slab and

excessive lawn or shrubbery irrigation. These movement potentials must be considered in the design of the foundation support system.

3.3 Suitable Foundation System

Atterberg Limit tests results indicate that the clay soils present at the sites are highly active and, as previously indicated, will experience a significant degree of expansion and contraction with seasonal changes in moisture content. For these soil conditions, a foundation system that transfers loads below the zone of most significant seasonal moisture variation is preferable to limit movements. In this area, one of the most economically feasible foundation systems commonly used for this purpose is drilled and underreamed piers. Recommendations for design and construction of drilled and underreamed piers for each site are provided below.

3.4 Drilled and Underreamed Piers

For all sites, drilled and underreamed piers should be founded in the tan and gray clays at a depth of 12 feet below existing grades at the time of the field investigation. At this depth, the underreams should be founded below the zone of most significant seasonal moisture variation. Underrreams (belled bottoms), with diameters up to 8 feet, founded at a depth of 12 feet, may be sized using net allowable bearing pressures for dead plus sustained live load and for total load indicated in the table below, whichever condition governs. These allowable values provide a factor of safety of about 3 and 2 against a soil shear failure, respectively.

Campus	Net Allowable Bearing Pressure Dead Plus Sustained Live Load (psf)	Net Allowable Bearing Pressure Total Load (psf)
East Primary Addition	4,200	6,300
Wood River Primary Addition	3,500	5,200
Calallen Middle Addition	4,800	7,200
Magee Intermediate Addition	5,000	7,500

Due to the blocky, slickensided nature of the high plasticity clays, a bell-to-shaft diameter ratio of between 2 and 3 is recommended to help reduce potential caving during construction. We anticipate that a bell to shaft diameter ratio beyond this range could result in significant caving during underreaming and unsuccessful completion of piers.

3.4.1 Settlement and Spacing

Settlement of drilled and underreamed piers bearing at the recommended depth and designed using the allowable values presented above should be less than one inch. Differential settlements will be governed by the subsurface soil conditions, structural loading conditions, and construction procedures, such as cleanliness of the underream.

Drilled piers should have a minimum spacing of three underream diameters of the larger adjacent pier, measured center-to-center. The minimum spacing should be applied to new piers adjacent to either new piers or existing piers.

3.4.2 Swell Induced Tensile Loads

Tensile loads will develop in the drilled piers as the result of soil swelling along the outside perimeter of the pier shafts. The tensile loads must be resisted by a combination of dead loads on the piers and reinforcing steel. The tensile loads will occur as a result of clays swelling within the zone of seasonal moisture variation and, thus, will only effect that portion of the piers embedded within this zone. At these sites, the upper clay soils that will experience the most significant expansion and contraction due to seasonal moisture variation extend to a depth of about 12 feet below grade.

Without absorption pressure swell test results, the magnitude of swell pressure exerting uplift on the piers can only be estimated from the undrained shear strength of the clay soils and past experience with similar soils. To estimate the swell pressure exerting uplift on the piers, an uplift pressure of 1700 psf acting on the perimeter of that portion of the piers embedded in expansive clays and extending to the top of underreams can be used for design purposes. The piers should contain sufficient vertical reinforcement to resist these and other structure induced tensile loads. It is common to use not less than 1.0 - 1.5 percent vertical steel reinforcement (calculated as a percentage of the gross cross-sectional area of the pier) as a minimum to resist uplift tensile loads. The steel reinforcement should extend from the top of the pier to within six inches of the bottom.

3.4.3 Uplift Resistance of Underreamed Piers

Underream piers embedded and founded in clay soils will develop resistance against uplift loads through a combination of the shear strength of the soils above the underream and the effective weight of the shaft and underream. The ultimate uplift resistance capacity of the underreamed piers at the sites can be estimated by the following relationship:

$$T_U = (\pi/4)\,(B_b^2 - B_s^2)\,(C_U)(9) + W_p$$

where: T_U = ultimate uplift resistance capacity from underreamed pier embedded and founded in clay soils

B_b = pier underream (bell) diameter (ft.)

B_s = pier shaft diameter (ft.)

C_U = undrained shear strength of clay soils (we recommend using a value of 1800 psf for this site)

W_p = effective weight of the underreamed pier (shaft and bell)

We recommend that a factor of safety of at least 3.0 be applied to T_U to determine the allowable uplift resistance capacity of underreamed piers.

3.4.4 Lateral Load Capacity

A detailed lateral load analysis of the piers is beyond the scope of the current work. A detailed lateral load analysis can be performed by Kleinfelder once the final pier size has been selected and the loading conditions are finalized. This analysis would consider the actual lateral load, axial load, soil interaction, and pier stiffness and utilize the computer program LPILE5. This program provides deflections, shears, and moments with depth.

3.5 Grade Beams

Grade beams spanning between drilled piers should be structurally suspended above the subgrade with a minimum space indicated in the table below.

Campus	Minimum Void Space Below Grade Beams (in).
East Primary	12
Wood River Primary	6
Calallen Middle	8
Magee Intermediate	8

Cardboard carton forms commonly used for this purpose can be used to create the void. Care should be taken to insure that the void cartons do not collapse prior to placement and initial set of the concrete. Furthermore, the sides of the void should be protected such that the soils do not slough and thus fill the void.

3.6 Floor Slabs

The most positive means of insuring that interior floor slabs will not be subject to moisture induced movements is the use of structurally suspended floor systems. For the soil conditions at these sites, a minimum crawl space indicated in the table below should be provided below the floor systems.

Campus	Minimum Void Space Below Floor Slabs (in).
East Primary	12
Wood River Primary	6
Calallen Middle	8
Village Intermediate	8

The crawl spaces should be properly graded to prevent water from ponding below or adjacent to the floor systems. With this type of foundation system, the building and floor loads are carried to columns and grade beams which are then supported by the drilled and underreamed piers as previously described. Although the initial construction cost is high, the foundation performance is generally good to excellent and long-term maintenance and/or remedial repair expense as compared to a ground-supported slab is much lower. It should also be noted that suspended floors do not have the cost of thick select fill layers or other subgrade treatments.

Lightly loaded floor slabs can be supported on-grade provided some floor slab movement can be tolerated. Generally, floor slabs supported on-grade are designed for movements of one inch or less. Since potential movements at these sites are estimated to be well in excess of one inch, remedial measures should be taken to reduce the movements to tolerable levels. Methods of reducing movements at each site are provided below.

In this area, the most common method of reducing the swell potential includes removal and replacement of a portion of the surficial swelling clay soil. In addition, fill placed above the original ground surface will aid in reducing the potential movement. Both have beneficial effects but do not totally reduce the swell potential and may not be practical.

The data presented in the tables below can be used to evaluate the removal and replacement technique for each respective site. Generally, the removal and replacement technique is only economically effective when shallow expansive material overlies non-expansive soils; however, the removal and replacement method may be used in conjunction with other methods to produce favorable results.

East Primary

Depth Over-Excavated And Replaced (feet)	PVR (Inches)
0	5-1/2 to 6
2	3-1/2 to 4
4	2-1/2 to 3
6	1-1/2 to 2
8	<1

Wood River

Depth Over-Excavated And Replaced (feet)	PVR (Inches)
0	3 to 3-1/2
2	2
4	1 to 1-1/2
5	<1

Calallen Middle School

Depth Over-Excavated And Replaced (feet)	PVR (Inches)
0	5 to 5-1/2
2	3 to 3-1/2
4	2 to 2-1/2
6	1 to 1-1/2
7	< 1

Magee Intermediate

Depth Over-Excavated And Replaced (feet)	P.V.R. (Inches)
0	4 to 4-1/2
2	2-1/2 to 3
4	1-1/2 to 2
6	1 to 1-1/2
7	< 1

5.7.11
5.10.11

The amount of vertical movement associated with the shrinking and swelling of expansive soils is inversely related to the overburden pressure exerted on the soils. If fill, over natural grade, will be added to the site(s), then the overburden pressure would be increased, thereby decreasing the expected P.V.R. of the soil profile(s). If desired, the effect of fill over natural grade in combination with the removal and replacement technique, if used, can be provided once final site grading plans are available.

4.0 FOUNDATION CONSTRUCTION CRITERIA

4.1 Drilled Piers

The following items are important to the successful completion of drilled pier foundations:

1. All pier excavations must be observed by the Geotechnical Engineer or his representative to determine when the proper bearing stratum is encountered and to record other observations regarding the pier construction.

2. A minimum shaft diameter of 16 inches is recommended for proper cleaning and inspection. Smaller shafts are often difficult to properly clean and inspect particularly for shafts founded more than about 10 feet below grade.

3. The pier excavations should be checked for size and to see that loose material has been removed prior to the placement of concrete. Precautions should be taken during the placement of

the pier reinforcement and concrete to prevent loose, excavated materials from falling into the excavation.

4. Prior to the placement of concrete, seepage water should be removed from pier holes.

5. Prompt placement of concrete in the excavation as it is completed, cleaned, and inspected is strongly recommended to limit deterioration of the bearing surface. Under no circumstances should a pier shaft be drilled that cannot be filled with concrete before the end of the work day.

6. The reinforcement steel cage placed in the shaft should be designed to be stable during the placement of concrete.

4.2 Open Excavations

The sides of open excavations less than four [4] feet deep can be neat cut with near vertical sides; however, the clay soils are susceptible to deterioration upon exposure and may become unstable. The contractor's competent supervisor should inspect all excavations and take appropriate safety measures including the use of trench shields and sloped excavations. If excavations deeper than four [4] feet are necessary, we recommend that sloped excavation and/or braced excavation techniques be used. We recommend that OSHA standards be observed with all excavations.

Positive drainage away from excavations should be established to avoid surface water from ponding within the excavations and around the completed foundations. Foundation soils should be protected against disturbance from construction activities and moisture changes.

5.0 PAVEMENT DESIGN CRITERIA

5.1 Subgrade

The predominant subgrade providing support for pavement areas will be high plasticity clays assuming minimal cuts and fills to the pavement areas.. Based on the laboratory tests and past experience with similar soils, the support strength of the clays has been estimated to have a modulus of subgrade reaction of 150 pounds per cubic inch and a CBR value of 15. These values are based upon lime treatment of the subgrade soils, as discussed below in Section 5.3

5.2 Traffic Conditions

It is our understanding that the new drive will serve automobile, light truck, and bus traffic. For design purposes, the new drive has been assigned a traffic usage of 312,276 equivalent 18-kip load

applications (ESALs) for rigid pavement and 184,600 (ESALs) for flexible pavement over a 20-year design period.

The traffic conditions should be verified by the design civil engineer. If the anticipated traffic conditions significantly differ from those presented above, Kleinfelder should be contacted for further recommendations.

5.3 Pavement Sections

The required pavement thicknesses have been selected using the AASHTO Guide for Design of Pavement Structures 1993 (reference 2). The required total pavement thickness and individual layer thicknesses for both flexible (asphalt) and rigid (concrete) pavement sections are provided below.

Flexible (Asphalt) Pavement

Heavy Duty Traffic Areas

2.5" of Hot Mixed Asphaltic Concrete

10.0" of Crushed Limestone Base Material

6.0" Lime-Treated Subgrade (well compacted)

Rigid (Concrete) Pavement

Heavy Duty Traffic Areas

7.0" of Portland Cement Concrete

6.0" Lime-Treated Subgrade (well compacted)

Reinforcing steel consisting of deformed steel re-bars (not wire mesh) should be used in concrete pavement. Thickness selection is based on concrete flexural strength, soil modulus, and traffic volume. Selection of steel is dependent on joint spacing, slab thickness, and other factors as discussed in the Portland Cement Association publications.

The pavement should be specified, constructed, and tested to meet the following requirements:

1. Lime Treated Subgrade - The quantity of lime needed to treat the on-site clays is estimated to be 5 to 7 percent by dry weight; however, the actual quantity needed to treat the on-site clays should be determined in the laboratory prior to construction. The subgrade soils should be treated in accordance with applicable requirements provided in Item 260 of the Texas Department of Transportation (TxDOT), Standard Specifications for Construction of Highways, Streets and Bridges, 2004 (reference 3). The lime should

be thoroughly mixed and blended with the upper 6 inches, after site stripping. The lime should meet the applicable requirements provided in TxDOT Item 260. After proper mixing and curing, the stabilized soils should be pulverized; moisture conditioned to the optimum moisture, and compacted to a minimum of 95 percent of the maximum dry density determined by ASTM D 698 for the mixture.

2. Crushed Limestone Base Material - Texas Department of Transportation Item 247, Type A, Grade 2 or better. The material should be compacted in maximum six-inch lifts to a minimum of 95 percent of ASTM D-1557, at ±3% of optimum moisture content.

3. Portland Cement Concrete - Portland Cement Concrete should be specified to attain a minimum 28-day compressive strength of 4,000 psi.

4. Hot Mix Asphaltic Concrete – Type D, HMAC materials and mix design should meet Texas Department of Transportation (2004) Item 340 specifications. In place density should meet TxDOT Item 340.4 requirements.

6.0 EARTHWORK REQUIREMENTS

6.1 Site Drainage

Drainage is critical for the long-term performance of the buildings and their foundations as well as pavements. Positive drainage should be provided away from the buildings and water should not be allowed to pond adjacent to the buildings or foundations either during or after construction. Gutters and downspouts should preferably be provided and runoff carried to storm drains or paving before discharging. Vegetation, which produces extensive root systems, should be kept away from the foundations a distance of at least the mature plant height.

6.2 Site Preparation

Site preparation should begin by removing all surface vegetation and topsoil (to a depth of at least six [6] inches) and major root systems within the building areas and the pavement areas for a distance of five [5] feet outside the building lines and two [2] feet outside pavement lines. The exposed surface (when at proper subgrade) should be proof-rolled and compacted to 95 percent of maximum density by ASTM-D-698 to wet of optimum (+3% maximum) with at least a 25-ton pneumatic-tired roller or equal. Any soft or weak areas detected during the proof-rolling operation should be removed and replaced with compacted select fill prior to placement of fill or base material. Select, non-expansive fill material should then be used to fill in excavated areas, and where

necessary, to raise the grade at the site. All excavated material should be cleared away and not used as fill under buildings or other facilities, but can be used for general landscaping purposes.

Any areas found not to comply with the compaction requirements should be reworked and retested prior to placing the next fill lift. We recommend a density test for every 2,500 square feet of structure area.

6.3 Select Non-Expansive Fill Material

Select, non-expansive fill material placed within the building or pavement areas should be specified as a sandy clay (CL) or clayey sand (SC) according to the Unified Soil Classification System (ASTM D 2487). In addition, the fill soil should have a plasticity index not less than 7 nor greater than 15. The select fill should be compacted ±2% of optimum moisture content to a minimum of 95 percent of the maximum density as determined by ASTM D 698. The select fill should be placed in such a manner that the compacted lift height does not exceed six inches. Each lift should be tested for proper density prior to placement of subsequent lifts.

7.0 GEOTECHNICAL AND MATERIALS TESTING SERVICES DURING CONSTRUCTION

During construction, Kleinfelder should be retained to provide consultation regarding geotechnical aspects of the work and to provide field observation and testing services. We should be on site during the following phases of work:

- ☐ Site preparation and grading;
- ☐ Compaction of subgrade prior to receiving fill;
- ☐ Fill Placement and compaction;
- ☐ Foundation excavations and pier installation;
- ☐ Structural concrete placement;
- ☐ Pavement subgrade preparation and compaction, and;
- ☐ Pavement base and surface course placement and/or compaction.

These services would allow us to check the geotechnical aspects of construction for conformance with the intent of our recommendations, to provide quality control testing, and to make timely suggestions if necessary.

8.0 DESIGN REVIEW

Kleinfelder was provided with preliminary design information. The recommendations contained in this report are based on this information. We should be consulted of any changes so that we may re-evaluate our recommendations. We also should be given the opportunity to review construction documents to affirm that our recommendations have been interpreted correctly. We cannot be responsible for misinterpretations if not given the opportunity to review aspects of the project that are based on the contents of this report. Such a review is considered additional services.

9.0 LIMITATIONS OF THIS INVESTIGATION

The services described in this report were performed consistent with generally accepted geotechnical engineering principles and practices. No other warranty, express or implied, is made. This report is solely for the use and information of the Calallen Independent School District and their designated agents unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for design purposes, locations, time frames, and project parameters indicated. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

The conclusions and recommendations in this report are invalid if:

- The assumed design loads change.
- The structures are relocated.
- The report is used for adjacent or other property or buildings.
- Grades, groundwater levels, or both, change between the issuance of this report and construction.
- Any other change is implemented that materially alters the project from that proposed when this report was prepared.

The boring logs do not provide a warranty of the conditions that may exist at the entire site. The extent and nature of subsurface materials and groundwater variations may not become evident until

construction begins. Variations in soil conditions between borings could possibly exist between or beyond the points of exploration or groundwater elevations may change, both of which may require additional studies, consultation; and possible design revisions. Any person associated with this project who observes conditions or features of the site or surrounding areas that are different from those described in this report should report them immediately to us for consideration and evaluation.

The scope of this investigation does not include specific activities and investigations designed to reveal whether a solid waste landfill exists upon the subject land tract other than what may be determined through incidental encounter in the soil borings. Such investigations designed for this specific purpose are described and required by TCEQ (formerly TNRCC) rules (30 TAC 330.961-330.963) in accordance with HB 2537 (1993). The scope of this investigation does not include environmental evaluations of surface and subsurface conditions, and the lack of that information in this report does not indicate an absence of potential environmental problems.

This report was prepared solely for the use of the Calallen Independent School District and their designated agents and should be reviewed in its entirety. This report may be used only by the client and only for the purposes stated, within a reasonable time from its issuance but in no event later than one year from the date of the report. Land use, site conditions (both on- and off-site) or other factors may change over time, and additional work may be required. Based on the intended use of the report, Kleinfelder may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else, unless specifically agreed to in advance by Kleinfelder in writing will release Kleinfelder from any liability resulting from the use of this report by any unauthorized party.

10.0 REFERENCES

1. McDowell, C., "The Relation of Laboratory Testing to Design for Pavements and Structures on Expansive Soils," Quarterly of the Colorado School of Mines, Vol. 54, No. 4, Oct. 1959, pp. 127-153.

2. "AASHTO Guide For Design of Pavement Structures", American Association of State Highway and Transportation Officials, 1993.

3. "Standard Specifications for Construction of Highways, Streets, and Bridges", Texas Department of Transportation (TxDOT), 2004.

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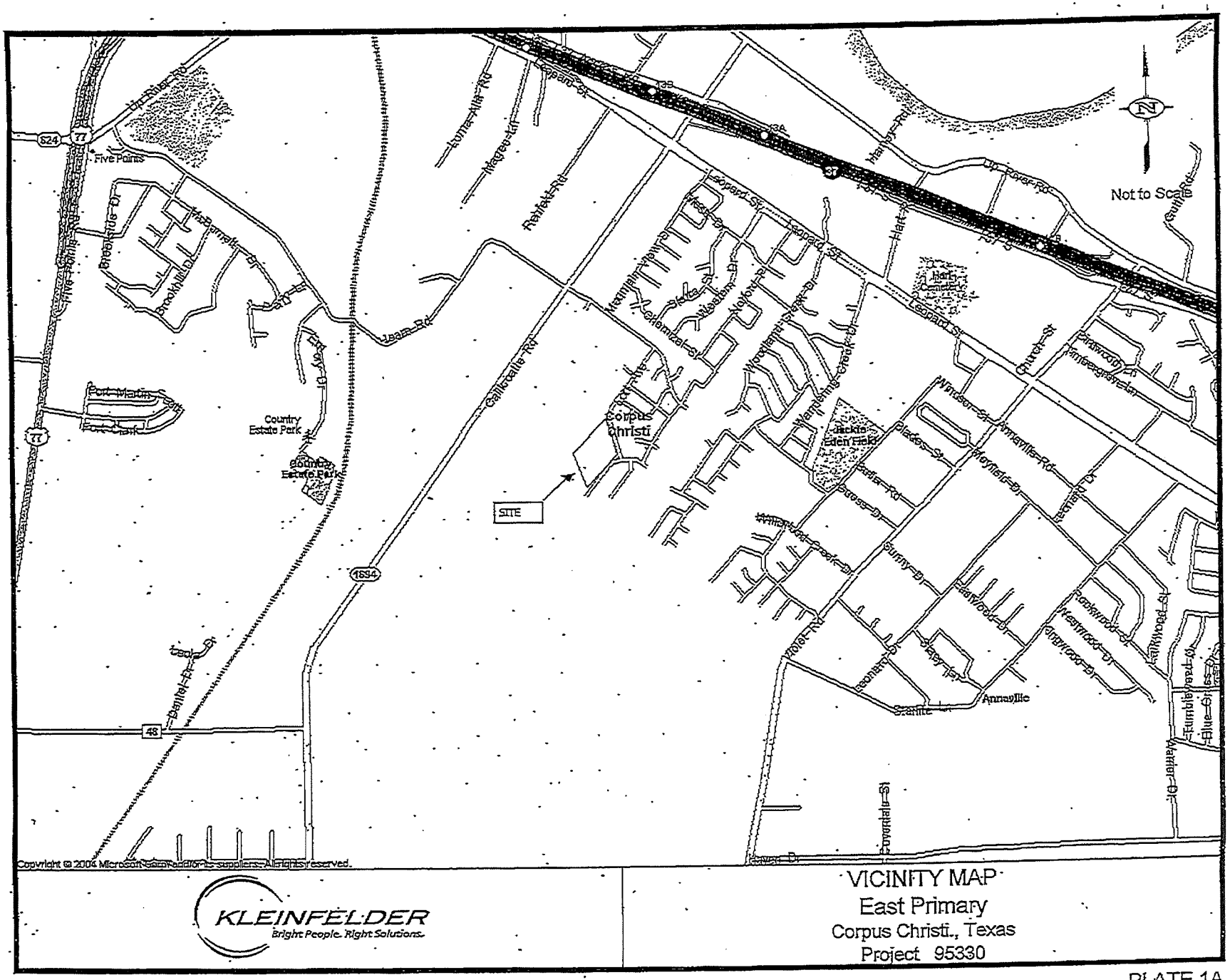
APPENDIX

July 25, 2008



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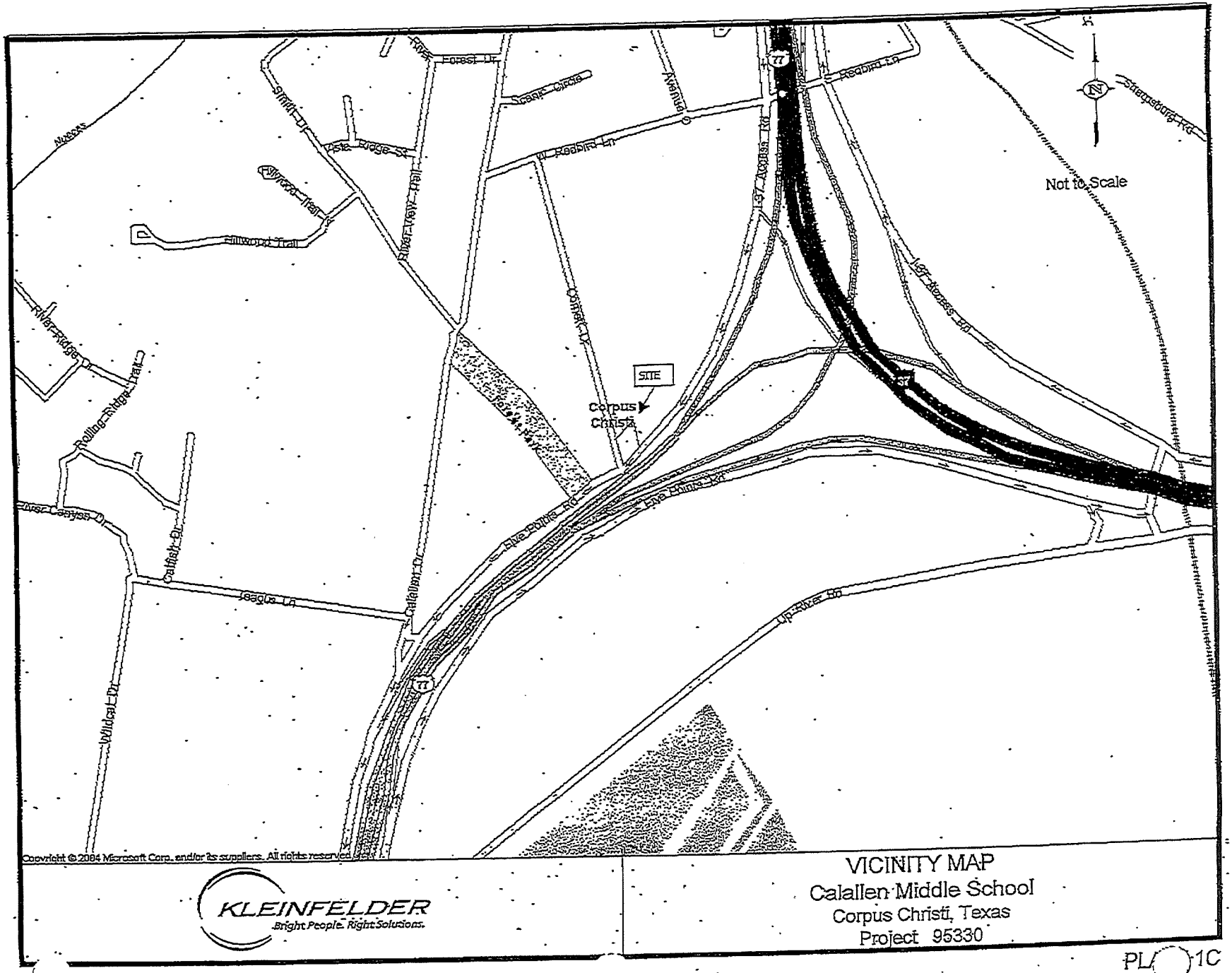
VICINITY MAP
East Primary
Corpus Christi., Texas
Project 95330

PLATE 1A



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VICINITY MAP
Calallen Middle School
Corpus Christi, Texas
Project 95330

PL 1C

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Summary of Laboratory Test Results
Calallen Middle School Addition
Corpus Christi, Texas

Boring No.	Sample Depth (ft)	MC %	-200.0 %	LL %	PI %	UDW (pcf)	Qu (tsf)	Other
CM-1	2.0' - 4.0'	20						
	4.0' - 6.0'	22		73	55	95	3.7	
	6.0' - 8.0'	23						
	8.0' - 10.0'	23		65	47	100		
	13.0' - 15.0'	17						
	18.0' - 20.0'	15				110	3.0	
	23.5' - 25.0'	22	19					
CM-2	2.0' - 4.0'	26		59	35	95	4.1	
	4.0' - 6.0'	28						
	6.0' - 8.0'	26		58	41	97	1.8	
	8.0' - 10.0'	26						
	10.0' - 12.0'	25		73	57	100	2.5	
	18.0' - 20.0'	18				109	4.3	
	28.5' - 30.0'	26	75					
	38.5' - 40.0'	19	58					
	48.5' - 50.0'	20	19					

MC...moisture content; (-)200...percent passing #200 sieve; LL...liquid limit; PI...plasticity index; UDW...unit dry weight; Qu...unconfined compressive strength

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EXPLANATION OF SYMBOLS AND TERMS USED ON LOGS OF BORING

Depth Feet	Symbol	Sample	N (bpf)	PP (tsf)	MATERIAL DESCRIPTION	MC %	-200 %	LL	PI	UDW (psf)	Qu (tsf)
					Undisturbed push tube sample						
				3.5	Pocket Pentrometer Test						
5					disturbed sample						
			35		Split Spoon sample and Standard Penetration Test Blow Count						
					▼ water surface						
10					see symbols below						

TYPICAL SOIL SYMBOLS

- Lean Clay (CL)
- Fat Clay (CH)
- Silt (ML)
- Elastic Silt (MH)
- Silty Sand (SM)
- Clayey Sand (SC)
- Poorly-Graded Sand (SP)
- Well-Graded Sand (SW)
- Poorly-Graded Gravel (GP)
- Well-Graded Gravel (GW)
- Clayey Gravel (GC)
- Silty Gravel (GM)

SOIL STRUCTURE

Calcareous ..... Containing calcium carbonate

Slickensided .... The presence of planes of weakness having a slick and glossy appearance

Fissured ..... Breaks along definite planes of fracture with little resistance with fracturing

Laminated ..... Alternating thin layers or lenses of varying material or color

Interbedded ..... Alternating layers of varying material

Relative Density of Cohesionless Soils

Relative Density	N Blows per foot
Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	Over 50

Relative Consistency of Cohesive Soils

Descriptive Term	Uncon. Compr. Test (tsf)
Very Soft	Less than 0.25
Soft	0.25 - 0.50
Medium Stiff	0.50 - 1.00
Stiff	1.00 - 2.00
Very Stiff	2.00 - 4.00
Hard	More than 4.00

The Log of Boring is a representation of the subsurface materials at the specific boring location within the depth explored. The transition between strata may be: gradual and variations in material types and depths between borings can be expected. Water level observations represent those conditions at the time of exploration and may vary with time and location on the site.

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LOG OF BORING

Boring Number CM-1

Project: Calallen Middle School- Calallen I.S.D.
Location: Corpus Christi, Texas
Elevation.:

Date: June 24, 2008
Type: 3" Push Tube
2" O.D. SPT

Depth Feet	Symbol	Sample	N (bpf)	PP (tsf)	MATERIAL DESCRIPTION	MC %	-200 %	LL	PI	UDW (pcf)	Qu (tsf)
					3" Asphalt underlain with 9" Flexible Base						
					1' Dark Gray Fat CLAY						
				2.75	- color changes to gray with iron oxide stains						
				4.0		20					
5					- color changes to tan & gray (mottled)						
				4.5+		22		73	55	95	3.7
				4.5+	- color changes to tan with gypsum deposits & becomes slickensided	23					
					- with calcite crystals						
10				4.5+		23		65	47	100	
				4.5+	- color changes to tan to reddish tan						
				4.5+	- color changes to tan with calcite crystals, iron oxide stains, and gypsum deposits	17					
15											
				4.5+		15				110	3.0
20											
					23.5' (CH) Tan Clayey SAND (SC)	22	19				
25			24								
					TOTAL DEPTH = 25.0 Feet						
					Boring was drilled dry to termination depth. Groundwater was not encountered during drilling and sampling.						
30											

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LOG OF BORING

Boring Number CM-2

Project: Calallen Middle School- Calallen I.S.D.
Location: Corpus Christi, Texas
Elevation.:

Date: June 24, 2208
Type: 3" Push Tube
2" O.D. SPT

Depth Feet	Symbol	Sample	N (bpf)	PP (tsf)	MATERIAL DESCRIPTION	MC %	-200 %	LL	PI	UDW (pcf)	Qu (tsf)
					0.63'1.5" Asphalt underlain with 6" Flexible Base						
					Dark Gray Fat CLAY with iron oxide stains						
				1.75							
				2.0		26		59	35	95	4.1
5				2.0	- color changes to tan & gray (mottled) with calcite crystals	28					
				2.5		26		58	41	97	1.8
				2.75	- color changes to tan with calcite crystals	26					
10					- with iron oxide stains						
				3.0		25		73	57	100	2.5
					- with calcareous nodules						
15				4.5+							
					- with traces of sand and gypsum deposits						
				4.5+		18				109	4.3
20											
					23.5' (CH)						
			25		Tan Sandy Lean CLAY						
25											
			28			26	75				
30											

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LOG OF BORING

Boring Number CM-2

Project: Calallen Middle School- Calallen I.S.D.
Location: Corpus Christi, Texas
Elevation.:

Date: June 24, 2208
Type: 3" Push Tube
2" O.D. SPT

Depth Feet	Symbol	Sample	N (bpf)	PP (tsf)	MATERIAL DESCRIPTION	MC %	-200 %	LL	PI	UDW (pcf)	Qu (tsf)
					Tan Sandy Lean CLAY *(Continued)*						
35			40								
40			53		*40'* (CL)	19	68				
					Tan Clayey SAND.						
45			84								
50			56		(SC)	20	19				
					TOTAL DEPTH = 50.0 Feet						
					Boring was drilled dry to 25 feet and groundwater was not encountered above that depth. Boring was continued with mud rotary to the termination depth of 50 feet.						
55											
60											

LOG OF BORING 25330CALALLEN.GPJ KA CORPUS CHRISTI.GDT 7/22/08