

# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311, (956) 38-7687

DOMINGA "MINGA" VELA, President  
CARMEN GONZÁLEZ, Vice President  
OSCAR SALINAS, Secretary  
LUIS ALAMIA, Member  
MIGUEL "MIKE" FARIAS, Member  
LETICIA "LETTY" GARCIA, Member  
XAVIER SALINAS, Member

*Dr. Mario H. Salinas, Superintendent*

## ADDENDUM 1

CSP 22-72

### Monte Cristo Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary & Secondary Emergency Relief (ESSER) Funds April 20, 2022

#### I. INSTRUCTIONS:

A. The following changes, omissions or alterations to the specification and drawings shall be made insofar as the specifications and drawings are inconsistent with following, this addendum shall govern.

B. Acknowledge receipt of this addendum by inserting its number and date of issue in the place provided for same in the proposal. This addendum forms a part of the Contract Documents.

C. It is imperative that this addendum be inserted INTO set of specifications.

#### II. SEE ADDENDUM BELOW:

##### **Item No. 1 – Submittals:**

A. The District is requesting one (1) original, one (1) copy and one (1) digital copy on a USB drive.

##### **Item No. 2 - Asbestos Report:**

A. PLM Summary Report – See attached.

##### **Item No. 3 - Roof Warranty:**

A. Roof Warranty – See Attached.

Respectfully Submitted,

Amaro Tijerina  
Director of Purchasing

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

#### **Nondiscrimination Statement**

It is the policy of Edinburg CISD not to discriminate on the basis of gender, age, handicap, religion, race, color, or national origin in its educational programs.  
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en género, edad, religión, raza, color origen nacional, ni discapacidad dentro de sus programas educacionales.



## PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Pharr

Lab Job No. : 22B-04100

Project : ECISD, Monte Cristo Elementary

Report Date : 04/15/2022

Project # : 88227089

Sample Date : 04/11/2022

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600 / R-93 / 116

Page 1 of 2

On 4/13/2022, twelve (12) bulk material samples were submitted by Eloy Palacios of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
1	Built-up Roof Membrane with Gravel, Felt Paper and Insulation (Brown), South Section of Roof	None Detected - Roofing Tars None Detected - Roofing Felts None Detected - Underlayment
2	Built-up Roof Membrane with Gravel, Felt Paper and Insulation (Brown), NWC of Roof	None Detected - Roofing Tars None Detected - Roofing Felts None Detected - Underlayment
3	Built-up Roof Membrane with Gravel, Felt Paper and Insulation (Brown), SEC of Roof	None Detected - Roofing Tars None Detected - Roofing Felts None Detected - Underlayment
4	HVAC Flashing Mastic (Black), South Section of Roof near HVAC Unit	None Detected - Roofing Tars None Detected - Roof Membrane None Detected - Roofing Felts None Detected - Underlayment
5	HVAC Flashing Mastic (Black), NWC of Roof near HVAC Unit	None Detected - Roofing Tars None Detected - Roof Membrane None Detected - Roofing Felts None Detected - Underlayment
6	HVAC Flashing Mastic (Black), SEC of Roof near HVAC Unit	None Detected - Roofing Tars None Detected - Roof Membrane None Detected - Roofing Felts None Detected - Underlayment
7	2 x 4 Suspended Acoustic Ceiling Tile (White with Pinholes and Fissures), Storage Room, NWC	None Detected - Acoustic Tile
8	2 x 4 Suspended Acoustic Ceiling Tile (White with Pinholes and Fissures), Room 5, SWC	None Detected - Acoustic Tile
9	2 x 4 Suspended Acoustic Ceiling Tile (White with Pinholes and Fissures), Room 26, SWC	None Detected - Acoustic Tile
10	Moisture Barrier, Mastic (Black) with Tar Paper, Boiler Room	None Detected - Concrete None Detected - Black Mastic None Detected - Vinyl Facing



## PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Pharr  
Project : ECISD, Monte Cristo Elementary  
Project # : 88227089  
Identification : Asbestos, Bulk Sample Analysis  
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
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Page 2 of 2

On 4/13/2022, twelve (12) bulk material samples were submitted by Eloy Palacios of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
11	Moisture Barrier, Mastic (Black) with Tar Paper, Boiler Room	None Detected - Concrete None Detected - Black Mastic None Detected - Vinyl Facing
12	Moisture Barrier, Mastic (Black) with Tar Paper, Boiler Room	None Detected - Concrete None Detected - Black Mastic None Detected - Vinyl Facing

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced except in full without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Willie Pruitt

Lab Manager : Heather Lopez

Lab Director : Bruce Crabb

Approved Signatory : \_\_\_\_\_

Approved Signatory : \_\_\_\_\_

Thank you for choosing Moody Labs





PLAT SHOWING  
ALL OF LOTS 4 AND 5  
BLOCK 1  
SANTA CRUZ GARDENS UNIT No.3  
(VOL.9, PG.3, H.C.M.R.)  
HIDALGO COUNTY, TEXAS

December 8, 1998

**METES AND BOUNDS DESCRIPTION  
25.625 ACRES, LOTS 4 AND 5 BLOCK 1,  
SANTA CRUZ GARDENS UNIT No. 3 SUBDIVISION  
HIDALGO COUNTY, TEXAS**

**MONTE CRISTO ELEMENTARY SCHOOL**

A tract of land containing 25.625 acres, situated in the County of Hidalgo, Texas, being ALL OF LOTS 4 AND 5, BLOCK 1, SANTA CRUZ GARDENS UNIT No. 3 SUBDIVISION, according to the plat thereof recorded in Volume 9, Page 3, Hidalgo County Map Records, said 25.625 acres also being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 5, Block 1, Santa Cruz Gardens Unit No. 3 Subdivision and for the Northwest corner of this tract;

THENCE, S 81° 25' 00" E along North line of Lot 5, Block 1, at a distance of 30.00 feet pass a No. 4 rebar set for the East right-of-way line of Doolittle Road, and continuing a total distance of 1691.90 feet to a No. 4 rebar set for the Northeast corner of said Lot 5 and for the Northeast corner of this tract;

THENCE, S 08° 22' 13" W along East lines of Lots 5 and 4, Block 1, Santa Cruz Gardens Unit No. 3 Subdivision and the West line of Texas Youth Commission Subdivision (Volume 24, Page 121 H.C.M.R), at a distance of 330.00 feet pass the Southeast corner of said Lot 5 and the Northeast corner of said Lot 4, and continuing a total distance of 660.00 feet to a No. 4 rebar set for the Southeast corner of said Lot 4 and for the Southeast corner of this tract;

THENCE N 81° 23' 52" W (N 81° 25' 00" W) along the South line of Lot 4, Block 1, Santa Cruz Gardens Unit No. 3 Subdivision, at a distance of 1662.05 feet pass a No. 4 rebar found for the East right-of-way line of Doolittle Road, and continuing a total distance of 1692.05 for the Southwest corner of said Lot 4 and the Southwest corner of this tract;

THENCE N 08° 23' 00" E along the West lines of Lots 4 and 5, Block 1, Santa Cruz Gardens Unit No. 3 Subdivision, in Doolittle Road right-of-way, a distance of 659.44 feet (660.00 feet), to the POINT OF BEGINNING, and containing 25.625 acres, of which 0.454 of one acre lies in the right-of way of Doolittle Road, leaving a net of 25.171 acres of land, more or less.

I, FRED L. KURTH, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Fred L. Kurth*  
FRED L. KURTH, R.P.L.S.#4750

1-8-99  
DATE:



F:\survey\ 97007\21

# GUARANTEE

Issued To: Edinburg Independent School District  
(Name of Customer)

LOCATION 921 E. Schunior Edinburg, Texas 78540  
Street Address City & State

Job Location: Monte Cristo Elementary-Monte Cristo & Doolittle Rd.- Edinburg, Tx. 78540

We have applied a (20) Year ~~specification roof~~ and **Guarantee** all materials and workmanship furnished by us in application of above roof against any defects of workmanship or material for a period of (10) Ten ~~years~~ years from date of completion thereof, barring acts of God or accidents over which we have no control. In the event of defects in workmanship or material, we shall be promptly notified and after such notice, if repairs be needed because of fault of workmanship or material, such repairs will be made during the life of this guarantee without charge, but should such repairs be needed through no fault of material or workmanship, charges will be made for inspection and repairs made. The permitting of any repairs by any other concern other than ourselves during the life of this guaranty for any reason whatsoever shall vitiate this agreement. This guaranty is limited to workmanship and material and shall not apply to defects caused by improper construction of the building or base upon which the roof is laid. Nothing in this guaranty shall be construed to cover any damages to the building or contents thereof.

Date of Completion November 2, 1990 Issued this 29th day of November 1990.

BULLARD SHEET METAL & ROOFING COMPANY  
RT. 2 Box 118B Edinburg, Texas 78539

BY

*Marvin Lee Jackson*  
Signature of Roofing Company Representative

Marvin Lee Jackson-Co-Owner

## ARCHITECTURAL BUILDING COMPONENTS

### GALVALUME WARRANTY

ARCHITECTURAL BUILDING COMPONENTS warrants to Port Enterprises ("Buyer") that hot dipped aluminum - zinc alloy coated Galvalume sheet steel sold for use as unpainted steel building roofing and siding panels, if erected within the continental United States, WILL NOT be subject to substrate failure or coating, cracking, peeling, or flaking, and will not erode through or become perforated within a period of 20 years after shipment from our plant when fabricated and exposed(only)to normal atmospheric corrosion. AZ55 minimum coating designation DOES NOT APPLY to coating category of AZ50 or less.

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
3. Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper or other metals involving galvanic action.
4. Conditions / circumstances where corrosive fumes or condensates are generated or released inside or adjacent to the structure.

This warrant DOES NOT APPLY in the event of:

1. Bends to less than 2T for sheet thickness 0.030' and thinner and to less than 4T for sheet thickness 0.031' and thicker.
2. Mechanical, chemical, or other damage sustained during shipment, storage, forming fabrication, or during or after erection.
3. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.



4. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
5. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
6. Damage caused to the metallic coating by improper roll forming, scouring, or cleaning procedures.
7. Deterioration of the panels caused by contact with green or wet lumber storage stain caused by water damage or condensation.
8. Presence of damp insulation or corrosive materials in contact with or close proximity to the panel.
9. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selections of suitable long-lasting fasteners to be used with Galvalume roofing and siding panels rests solely with the Buyer

This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:

1. A.B.C. liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming panels, or at A.B.C.'s sole option, of furnishing F.O.B. buyer's plant sufficient sheet product to enable Buyer to fabricate replacement panels for the non-conforming panels.
2. A.B.C. shall not in any event be liable for the cost of labor expended by others on any non-conforming sheet or for any special, indirect, or consequential damages to anyone by reason of the fact that such panels shall have been non-conforming.
3. Claims must be promptly reported in writing to A.B.C. and A.B.C. shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, A.B.C. order number, coil number, invoice number, and date of shipment must be established by Buyer.
4. Buyer shall exercise diligence in inspection of sheets as received from A.B.C. so as to mitigate repair or replacement.

5. A.B.C. extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.

A.B.C. MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED BEYOND THE FACE HEREOF; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.

To: Edinburg CISD  
411 N 8<sup>th</sup> Street  
Edinburg TX 78541

Date: December 12, 2005

A.B.C. Job Number: 17585

RE: Invoice Date: 10/19/2005

Job Name: Monte Cristo Elementary Retrofit Roofing  
Address: 4010 N Doolittle  
City, State: Edinburg TX

ARCHITECTURAL BUILDING COMPONENTS

  
\_\_\_\_\_  
Charles L. Smith, Jr.  
President

ACCEPTED:

PORT ENTERPRISES, LTD. CUSTOMER

By: Rolinda Constock  
TREASURER FOR GENERAL PARTNER,  
Title: PORT ENTERPRISES ROOFING, INC.

Date: 1/10/06

## ARCHITECTURAL BUILDING COMPONENTS

### TWENTY YEAR WEATHER TIGHTNESS WARRANTY & GUARANTEE OF PERFORMANCE

Port Enterprises herein after referred to as the Installer hereby agrees, and Architectural Building Components, Division of March Resources Co., herein after referred to as A.B.C. hereby guarantees the Installers performance for a term of Twenty (20) years, that the Installer will correct any roof leaks identified within the building as described below arising out of or caused by ordinary wear and tear of the elements, and subject to the provisions hereof.

If roof repairs are found to be necessary during the first two-year period or any extension thereof, the Roofing Contractor's responsibility [which shall be in lieu of any and all ABC liability during such period and any such extension(s)] shall be extended for a two-year period from the date of the last such repair. In such case ABC will be responsible only for the balance [remaining after the end of such period and all such extension(s)] of the original 20-year period from the date installation of the Roofing System is complete.

Roofing System is defined as the ABC furnished roof sheeting, flashing and related items used to fasten the roof sheeting and flashing to the roof structure.

Liability, as combined to both A.B.C. and the Installer, under this agreement shall be limited to the actual cost of the repair work, not to exceed the value of 1 full replacement. Neither A.B.C. or the Installer make any warranty or extends any guarantee of performance, either expressed or implied, beyond that given herein, including and without limitations, warranties of fitness and/or merchantability: and in no event shall A.B.C. or the Installer be responsible or liable for any consequential or special damages, or other loss to the building or to its contents, or other materials, or any loss to profits arising therefrom.

### STANDARD PROVISIONS

- A. This guarantee shall become valid only when signed by an authorized A.B.C. representative, the original owner (assignee), and the builder/installer, and the term of this agreement shall commence at the date of substantial completion as identified below. No modifications as to any of the terms and conditions of this agreement shall be valid in any event, and the purchaser expressly waived the right to rely thereon. This guarantee is for the sole benefit of the original owner (assignee) as named and is not transferable or assignable.
- B. This warranty shall not be enforceable if the roof was not (1) installed in accordance with A.B.C. approved shop drawings and applicable standard details, (2) within the continental North America or the Hawaiian Islands.

- C. This warranty does not apply to or cover any damages or leakage caused by or associated with (1) defects in or failure of any part of the foundation of the building, (2) earthquakes, tornadoes hurricanes, or other acts of God, explosion, fire, riot, or civil commotion or acts of war, (3) falling objects, scraping, or damage to any part of the roof system caused by physical blows, (4) contact with or exposure to radiation, gases, fumes, chemicals, foreign substances in the atmosphere, or abnormal environmental conditions, (5) water runoff from lead or copper, (6) failure to provide free drainage of water, including internal condensation, (7) failure to remove debris from all roof surfaces, (8) damage caused by improper scouring or cleansing procedures, (9) damage or deterioration caused by contact or presence of damp insulation or other corrosive materials, (10) use or presence of fasteners not compatible with coated steel panels, (11) roof mounted ventilators, exhausts, vent penetrations, skylights, gutters, flashing to parapets or to other structures mounted upon or within the roof, associated with signs, equipment or other causes, whether supplied by A.B.C. or not, (12) evidence of abuse from snow or ice removal, (13) evidence of abuse from service or maintenance personnel, (14) evidence of metal chips or shavings or other metallic debris having remained on the roof to oxidize, (15) evidence of previous repair effort by unqualified personnel and/or any alterations or modifications to A.B.C. materials or any other cause beyond the control of A.B.C.
- D. In the event of any defects in the roof covered by this warranty, owner must notify A.B.C. in writing within thirty (30) days after the discovery of such defects or the owner shall be barred from any remedy for the breach of this warranty. Owner must present with his written claim, the original or a copy of this warranty so as to enable A.B.C. to verify this warranty. Owner shall also present to A.B.C. such evidence that establishes any claimed non conformance or defect was due to a breach of this warranty, and A.B.C. shall have a reasonable period of time to verify said non-conformity. A.B.C. liability for breach of this warranty shall be limited to repairing, repainting, or replacing the non-conforming roof utilizing such material, methods, and workmanship as should result in providing the pro-rated performance remaining under this warranty. A.B.C. shall have sole discretion to determine which method will be used to fulfill its obligation.
- E. This warranty shall be construed and interpreted in accordance with the laws and customs of the State of Texas.
- F. All notice given to A.B.C. pursuant to this warrant shall be in writing and sent by certified mail, postage paid, return receipt requested, as follows:

ARCHITECTURAL BUILDING COMPONENTS  
11625 N. HOUSTON ROSSLYN ROAD  
HOUSTON, TX. 77086

## WARRANTY RESPONSIBILITY

1st through 2nd, plus any applicable extension period(s).....Roofing Contractor

The remaining balance of the first 20 years from the date installation of the subject Roofing System is completed.....ABC.

This 20-Year Weathertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable. It becomes valid only when signed by all parties (Roofing Contractor, Owner and ABC).

EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN, ABC MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE GOODS AND/OR SERVICES COVERED HEREBY. NOR DOES ABC MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY MAY NOT BE CHANGED ORALLY.

The laws of the State of Texas shall govern the rights and the parties under this agreement and jurisdiction and venue is fixed in Harris County, Texas.

Building Owner: Edinburg CISD Job #: 17585

Project Name & Location: Monte Cristo Elementary 4010 N Doolittle Edinburg TX

Type of Roof Covering: 300 DL Roof Pitch: 4/12

Amount of Material(square feet): 38090.7 sq ft Date of Completion: 12/5/2005

Building End Use: Elementary

Approval Drawings:	Sheet #	Issue Date	Revision	Revision Date
<u>ABC</u>	<u>7</u>	<u>9/13/05</u>		

Roofing Contractor:

Owner:

Ruben Comstock

1/10/06

Signature

Date

Signature

Date

TREASURER FOR GENERAL PARTNER,  
PORT ENTERPRISES ROOFING, INC.

ARCHITECTURAL BUILDING COMPONENTS

By:

Charles L. Smith

Date

President





**BARE GALVALUME™**  
**20 YEAR, 6 MONTH LIMITED WARRANTY**

Metal Building Components, Inc. (MBCI), hereby issues the following warranty:

To: Tri-City Steel  
P. O. Box 733  
Pharr, TX 78577

Date: November 28, 1990

MBCI Job Number: S0-005856

Re: Original Owner of:

Invoice Date: 08/07/90

Job Name: Monte Chisto  
Elementary

End Use: Elementary

Street Address: Monte Christo @  
Doolittle

Erector: Tri-City Steel

City, State: Edinburg, Texas

Metal Building Components, Inc. warrants the panels, effective 08/07/90

on MBCI Job # S0-005856 for Tri-City Steel

will perform in accordance to the following Bare Galvalume™ Warranty:

MBCI's hot dipped aluminum-zinc alloy coated Galvalume™ sheet steel sold for use as unpainted steel building roofing and siding panels, if erected within the United States WILL NOT rupture, fail structurally, or perforate within a period of 20 years from August 07, 1990 due to exposure to normal atmospheric corrosion.

**THIS WARRANTY DOES NOT APPLY** to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
3. Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

## BARE GALVALUME™ 20 YEAR, 6 MONTH LIMITED WARRANTY

**This warranty DOES NOT APPLY in the event of:**

- A. Degree of bending less than 2T for sheet gauges up to 0.030 in. and degree of bending less than 4T for sheet gauges 0.031 in. and thicker.
- B. Slopes of roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, during or after erection.
- D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
- F. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
- J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by the panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume™ roofing and siding panels rests solely with the Buyer.

**This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

- 1. MBCI's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming, rupturing, perforating, or structurally failing panels, or at MBCI's sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming, rupturing, perforating or structurally failing panels.
- 2. MBCI shall not in any event be liable for the cost of labor expended by others on any nonconforming, rupturing, perforating or structurally failing sheet or for any special, indirect, or consequential loss of profits or any other incidental, general, special or compensatory damages to anyone by reason of the fact that such panels shall have been nonconforming, rupturing, perforating, or structurally failing.
- 3. Claims must be reported in writing to MBCI within thirty (30) days after discovery of nonconformance, rupture, perforation, or structural failing, and MBCI shall be given a reasonable opportunity (which shall not be less than thirty (30) days from the date of receipt of notification) to inspect the panels claimed to be nonconforming, rupturing, perforating, or structurally failing. Adequate identification of the material involved in the claim, including date of installation, MBCI order number, invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to MBCI at time of claim.
- 4. Buyer shall exercise diligence in inspection of sheets as received from MBCI so as to mitigate any expenses to MBCI under this warranty.
- 5. MBCI extends this warranty solely to Tri-City Steel. This warranty is non-transferable and non-assignable. Should the Buyer become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, this warranty shall forthwith become null and void and of no legal effect.
- 6. MBCI reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.
- 7. Panel repaired or sheet product furnished under this warranty shall not extend the original warranty time period hereunder.
- 8. The Law of the State of Texas shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Harris County, Texas.
- 9. This warranty is the full and complete agreement of the parties and shall not be modified, altered or extended except in writing and signed by an authorized agent of MBCI and the Buyer.

**MBCI MAKES NO GUARANTEES OR WARRANTIES, EITHER EXPRESS OR IMPLIED, LIMITED OR OTHERWISE, EXCEPT AS SET FORTH HEREIN.**

**INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.**

**THIS WARRANTY IS NOT VALID IF IT IS NOT SIGNED AND DATED BY THE PRESIDENT OR VICE PRESIDENT/PURCHASING OF MBCI.**

Galvalume is the trademark of BIEC.



**METAL BUILDING COMPONENTS, INC.**  
P.O. Box 38217  
Houston, Texas 77238

PURCHASER: TRI CITY STEEL  
ACCEPTED BY: [Signature]  
SIGNED: VICE PRESIDENT, R.D. GARLINGTON  
DATE: 12-12-90

BY: [Signature]  
TITLE: Vice President  
DATE: 11/29/90



## **BARE GALVALUME™**

### **20 YEAR, 6 MONTH LIMITED WARRANTY**

Metal Building Components, Inc. (MBCI), hereby issues the following warranty:

To: Tri-City Steel P. O. Box 733 Pharr, TX 78577	Date: November 28, 1990  MBCI Job Number: S0-006198
Re: Original Owner of:  Job Name: Monte Christo Elementary Street Address: Monte Christo @ Doolittle City, State: Edinburg, Texas	Invoice Date: 08/16/90  End Use: Elementary  Erector: Tri-City Steel

Metal Building Components, Inc. warrants the panels, effective 08/16/90  
on MBCI Job # S0-006198 for Tri-City Steel

will perform in accordance to the following Bare Galvalume™ Warranty:

MBCI's hot dipped aluminum-zinc alloy coated Galvalume™ sheet steel sold for use as unpainted steel building roofing and siding panels, if erected within the United States WILL NOT rupture, fail structurally, or perforate within a period of 20 years from August 16, 1990 due to exposure to normal atmospheric corrosion.

**THIS WARRANTY DOES NOT APPLY** to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
3. Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.



## BARE GALVALUME™ 20 YEAR, 6 MONTH LIMITED WARRANTY

**This warranty DOES NOT APPLY in the event of:**

- A. Degree of bending less than 2T for sheet gauges up to 0.030 in. and degree of bending less than 4T for sheet gauges 0.031 in. and thicker.
- B. Slopes of roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, during or after erection.
- D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
- F. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
- J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by the panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume™ roofing and siding panels rests solely with the Buyer.

**This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

- 1. MBCI's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming, rupturing, perforating, or structurally failing panels, or at MBCI's sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming, rupturing, perforating or structurally failing panels.
- 2. MBCI shall not in any event be liable for the cost of labor expended by others on any nonconforming, rupturing, perforating or structurally failing sheet or for any special, indirect, or consequential loss of profits or any other incidental, general, special or compensatory damages to anyone by reason of the fact that such panels shall have been nonconforming, rupturing, perforating, or structurally failing.
- 3. Claims must be reported in writing to MBCI within thirty (30) days after discovery of nonconformance, rupture, perforation, or structural failing, and MBCI shall be given a reasonable opportunity (which shall not be less than thirty (30) days from the date of receipt of notification) to inspect the panels claimed to be nonconforming, rupturing, perforating, or structurally failing. Adequate identification of the material involved in the claim, including date of installation, MBCI order number, invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to MBCI at time of claim.
- 4. Buyer shall exercise diligence in inspection of sheets as received from MBCI so as to mitigate any expenses to MBCI under this warranty.
- 5. MBCI extends this warranty solely to Tri-City Steel. This warranty is non-transferable and non-assignable. Should the Buyer become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, this warranty shall forthwith become null and void and of no legal effect.
- 6. MBCI reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.
- 7. Panel repaired or sheet product furnished under this warranty shall not extend the original warranty time period hereunder.
- 8. The Law of the State of Texas shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Harris County, Texas.
- 9. This warranty is the full and complete agreement of the parties and shall not be modified, altered or extended except in writing and signed by an authorized agent of MBCI and the Buyer.

**MBCI MAKES NO GUARANTEES OR WARRANTIES, EITHER EXPRESS OR IMPLIED, LIMITED OR OTHERWISE, EXCEPT AS SET FORTH HEREIN.**

**INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO OTHER LIABILITY WITH RESPECT THERETO.**

**THIS WARRANTY IS NOT VALID IF IT IS NOT SIGNED AND DATED BY THE PRESIDENT OR VICE PRESIDENT/PURCHASING OF MBCI.**

Galvalume is the trademark of BIEC.



**METAL BUILDING COMPONENTS, INC.**  
P.O. Box 38217  
Houston, Texas 77238

PURCHASER  
ACCEPTED BY: TRI-CITY STEEL  
SIGNED: [Signature]  
VICE PRESIDENT, R.D. GARLINGTON  
DATE: 12-12-90

BY: [Signature]  
TITLE: Vice President  
DATE: 11/29/90



BARE GALVALUME™

20 YEAR-6 MONTH LIMITED WARRANTY

Metal Building Components Inc. (MBCI) hereby issues the following warranty:

To: Tri-City Steel P. O. Box 733 Pharr, TX 78577	Date: November 28, 1990  MBCI Job Number: S0-005346
Re: Original Owner of: Job Name: Monte Christo Elementary Address: Monte Christo @ Doolittle City, State: Edinburg, Texas	Invoice Date: 07/26/90  End Use: School

Metal Building Components, Inc. warrants the panels, effective July 26, 1990 on MBCI Job #S0-005346 for Tri-City Steel will perform in accordance to the following Bare Galvalume™ Warranty:

MBCI's hot dipped aluminum-zinc alloy coated Galvalume™ sheet steel sold for use as steel building roofing and siding panels, if erected within the United States, WILL NOT as a result of corrosion, rupture, fail structurally, or perforate within a period of 20 years and 6 months after shipment from July 26, 1990 when exposed to normal atmospheric conditions, subject to the following provisions:

This warranty DOES NOT APPLY to panels exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to the conditions present in the following areas or circumstances:

1. Areas subject to salt water marine atmospheres or to repeated spraying of either salt or fresh water.
2. Areas subject to fallout of, or exposure to, corrosive chemicals, ash, fumes, cement dust, or animal waste.
3. Areas subject to water run-off from lead or copper flashing or to areas in metallic contact with lead or copper.
4. Circumstances where corrosive fumes or condensates are generated or released inside the building.



This warranty DOES NOT APPLY in the event of:

- A. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or during or after erection.
- B. Failure to drain water, including internal condensation, from overlaps and all other surfaces of the panels.
- C. Failure to remove debris from overlaps and all other surfaces of the panels.
- D. Damage caused to the metallic coating by improper rollforming, scouring or cleaning procedures.
- E. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- F. The presence of damp insulation or other corrosive material in contact with or close proximity to the panel.
- G. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume™ roofing and siding panels rests solely with the Buyer.
- H. Bends less than 2T for sheet thickness .030" and thinner and less than 4T for sheet thickness .031" and thicker.
- I. Slopes of roof or sections of the roof flatter than 1/4:12.
- J. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.

EXCEPT AS STATED HEREIN, MBCI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SHALL HAVE NO OTHER LIABILITY. THERE IS NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS ALSO SUBJECT TO THE FOLLOWING LIMITATIONS AND CONDITIONS:

1. In the event of breach of this warranty, MBCI shall have the option of either
  - (i) furnishing to Buyer, FOB Buyer's plant, sufficient sheet metal to enable Buyer to fabricate replacement panels for the defective panels, or
  - (ii) reimbursing Buyer for the cost of the defective panels.

THE FOREGOING REMEDY SHALL BE MBCI'S SOLE LIABILITY AND SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO THE BUYER.

2. MBCI shall not in any event be liable for the cost of labor expended by others on any defective panel or for any special, indirect or consequential damages whatsoever, whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise, to anyone by reason of the fact that such panels shall have been defective.

3. Claims must be promptly reported in writing to MBCI and MBCI shall be given a reasonable opportunity to inspect the panels claimed to be defective. Buyer must prove that the defective material was sold by MBCI by means of proper identification of the material involved in the claim, including date of installation, MBCI order number, invoice number, and date of shipment.
4. This warranty applies only to the hot dipped aluminum-zinc alloy coating and not to any paint coating or other finish that may be applied to the panels.
5. Buyer shall exercise diligence in inspection of panels as received from MBCI so as to mitigate repair or replacement. No warranty shall apply to panels which are used and contain coating defects discernable by reasonable inspection.
6. This warranty only applies when specifically requested by Buyer in writing. It shall not apply to Galvalume<sup>TM</sup> used for purposes other than building roofing and siding or to orders not designated in writing by Buyer as warranty orders.
7. MBCI extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
8. MBCI reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.

THIS WARRANTY IS NOT VALID IF IT IS NOT SIGNED AND DATED BY THE PRESIDENT OR VICE PRESIDENT/PURCHASING OF MBCI AND THE ORIGINAL PURCHASER OF THE MATERIAL.

\*Galvalume is the trademark of BIEC.

By: Ron Knapp, VP/Purchasing  
Ron Knapp, VP/Purchasing

Date: 11/23/90

PURCHASER:

Accepted by: TRI CITY STEEL

Signed: R.D. Garlington  
Name & Title VICE PRESIDENT, R.D. GARLINGTON

Date: 12-12-90

CERTIFICATE TO  
STATE BOARD OF INSURANCE  
RATING UNIT  
AUSTIN, TEXAS

THIS IS TO CERTIFY THAT THE BUILDING LISTED BELOW HAS BEEN INSULATED OR LINED WITH A NON-COMBUSTIBLE INSULATION OR INTERIOR FINISH MATERIAL AS DEFINED ON PAGE J-1 OF THE TEXAS GENERAL BASIS SCHEDULES.

NOTE: THIS CERTIFICATE DOES NOT APPLY TO OTHER MATERIAL WHICH MAY BE USED AT THE BELOW LISTED LOCATION OR OTHER ASSEMBLIES NOT SPECIFIED.

LOCATION OF BUILDING

MONTE CRISTO ELEMENTARY SCHOOL

STREET ADDRESS MONTE CRISTO & DOOLITTLE

NAME OF TOWN EDINBURG, TX

OWNER EDINBURG C.I.S.D.

MANUFACTURER OF MATERIAL MIZELL BROS. CO. 151 REGAL ROW #231 DALLAS, TX.

MANUFACTURER'S NOMENCLATURE FIBER GLASS BLANKET WITH FACING

DATE MATERIAL SUPPLIED OR PURCHASED 5-14-90

UNDERWRITER'S LABORATORIES APPROVED & LISTED R 5363

COMPOSITE FLAME SPREAD RATING UL 25

FLAME SPREAD RATING OF BASE MATERIAL UL 25

FLAME SPREAD RATING OF SURFACING UL 15

THICKNESS OF SURFACING LESS THAN .006"

ASSEMBLY IN WHICH USED: WALLS \_\_\_\_\_ CEILING \_\_\_\_\_ ROOF X ON ROOF DECK \_\_\_\_\_

TRI CITY STEEL

BUILDING OWNER, CONTRACTOR OR INSTALLER

By *R.D. Garlington*  
VICE PRESIDENT, R.D. GARLINGTON

ADDRESS P. O. BOX 733, Pharr, TX 78577

ART. 21. 47. TEXAS INSURANCE CODE. "ANY PERSON IN ANY MATTER WITHIN THE JURISDICTION OF THE STATE BOARD OF INSURANCE OR THE COMMISSIONER OF INSURANCE, WHO SHALL, WITH REGARD TO A MATERIAL FACT, KNOWINGLY AND WILLFULLY FALSIFY, CONCEAL, OR COVER UP BY ANY TRICK, SCHEME, OR DEVICE, OR MAKE ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR REPRESENTATION, OR MAKE USE ANY FALSE WRITING OR DOCUMENT KNOWING THE SAME TO CONTAIN ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN FIVE YEARS IN THE STATE PENITENTIARY, OR BOTH."

NOT VALID UNLESS ALL ITEMS COMPLETED.

CERTIFICATE TO  
STATE BOARD OF INSURANCE  
RATE SERVICE OFFICE  
AUSTIN, TEXAS

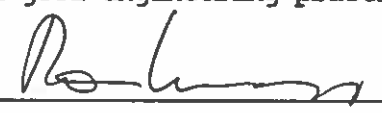
Name of Risk EDINBURG C.I.S.D. Date 12-12-90  
Address WEST UNIVERSITY DR. City EDINBURG, TX 78539  
File Number \_\_\_\_\_

THIS CERTIFIES that the roof deck assembly on the building indicated above has been designed and fabricated according to specifications for Construction No. 30 Class 90 as prescribed in the Underwriter's Laboratories Building Material List, ~~and has been anchored to the building in accordance with good engineering practices.~~


MBCI Job # see attached

Project Name & Location:

Monte Christo Elementary  
Monte Christo @ Doolittle  
Edinburg, Texas

  
Name Vice President/Purchasing  
Title Metal Building Components, Inc.  
Manufacturer or Authorized Representative  
P. O. Box 38217  
Address  
Houston TX  
City State  
77238 11/28/90  
Zip Code Date

THIS CERTIFIES that the roof deck assembly on the building indicated above has been installed and anchored to the building according to good engineering practices and specifications for Construction No. 30 Class 90 as prescribed in Underwriter's Laboratories Building Material List.

  
Name R.D. GARLINGTON  
VICE PRESIDENT  
Title TRI CITY STEEL  
Company Name  
P. O. BOX 733  
Address  
PHARR, TX  
City State  
78577 12-12-90  
Zip Code Date
































Art. 21.47, Texas Insurance Code: "Any person who knowingly or wilfully makes, files or uses any instrument in writing required to be made to or filed with the State Board of Insurance or the Insurance Commissioner, either by the Insurance Code or by rule or regulation of the State Board of Insurance, when the instrument in writing contains any false, fictitious or fraudulent statement or entry with regard to any material fact, shall be fined not more than \$5,000 or imprisoned for not more than five years in the State Penitentiary, or both."

LOT 3, BLOCK 1  
SANTA CRUZ GARDENS UNIT No.3

25.825 Ac. GROSS  
0.454 Ac. DOOLITTLE Rd. R.O.W.  
25.171 Ac. NET

TEXAS YOUTH COMMISSION SUBDIVISION  
(VOL. 24, PG. 121 H.C.M.R.)

### LEGEND

- |   |                        |
|---|------------------------|
|  | NET NO. 5 REGIM        |
|  | IND. NO. 1 REGIM       |
|  | POWER POLE             |
|  | QST WIRE               |
|  | LIGHT POLE             |
|  | FLAG POLE              |
|  | STANDARD POLE          |
|  | WATER VALVE            |
|  | IRRIGATION VALVE       |
|  | FIRE HYDRANT           |
|  | 4" F.C. CLEANOUT       |
|  | 8" ENCL. CLEANOUT      |
|  | MANHOLE                |
|  | WATER METER            |
|  | GAS METER              |
|  | GAS VALVE              |
|  | TELEPHONE ROUTE MARKER |
|  | ROYAL PALM TREE        |
|  | ASH TREE               |
|  | MARGUERITE TREE        |
|  | ELDERY TREE            |
|  | MAGNOLIA TREE          |
|  | NOB-BONE FENCE         |
|  | BARRIED-WIRE FENCE     |
|  | CHAIN-LINK FENCE       |
|  | IRRIGATION LINE        |
|  | OVERHEAD POWER LINE    |
|  | GAS LINE               |
|  | RAIN-SEW LINE          |
|  | WATER LINE             |
|  | RECORDED MAP CALL      |

JOB No. 97007.21

**MADSEN & HUNT INC.**  
CONSULTANTS • ENGINEERS • SURVEYORS

115 S. BOULDER  
DENVER, CO. 80202  
TEL: 303-733-1819  
FAX: 303-733-1817  
WWW.MHINC.COM

DATE: 11/1/81  
TIME: 10:00 AM  
BY: J. L. HARRIS  
FOR: J. L. HARRIS  
RE: J. L. HARRIS

1. PRES. L. RALPH, A MEDICINE  
PROFESSIONAL, LARGELY UNKNOWN TO MOST  
OF THE PEOPLE OF THE COUNTRY, IS  
THE ONLY ONE WHO HAS BEEN KNOWN TO  
BE A MEMBER OF THE GROUP OF  
THE PRESIDENT AND SUPREMACIES.

MONTE CRISTO  
ELEMENTARY SCHOOL  
EDINBURG C.I.S.D.  
EDINBURG, TEXAS.

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The Master MARK-CRMS-2000.

SHEET 1 of 1





FLOOR PLAN W/ PROPOSED IMPROVEMENTS  
AT MONTE CRISTO ELEMENTARY SCHOOL  
SCALE 1/32" = 1' 0"  
PRADFL01

