### **City of Lovington**



#### **REQUEST FOR SEALED BIDS**

LOVINGTON MAINSTREET SIGNAGE

**Bid Due Date & Time** 

OCTOBER 22, 2020 10:00 a.m. (MST)

SUBMIT BID PROPOSALS TO:

James R. Williams City Manager City of Lovington 214 S. Love St. Lovington, NM 88260 jwilliams@lovington.org

### LEGAL NOTICE OF REQUEST FOR SEALED BIDS LOVINGTON, NEW MEXICO

### LOVINGTON MAINSTREET SIGNAGE DUE DATE: OCTOBER 22, 2020

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on October 22, 2020 at 10:00 a.m. (MST) for LOVINGTON MAINSTREET SIGNAGE.

The Request for Bids, any future addenda, and all related information may be obtained from the City of Lovington's website at <u>www.lovington.org</u> under "Procurement" or by contacting the City Hall, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, jwilliams@lovington.org.

James R. Williams, City Manager

Publish in: Lovington Leader October 8, 2020

### FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids, subject to the conditions herein, will be received at the Lovington City Hall, New Mexico until the date and time shown above, and thereafter immediately opened and read in public for furnishing the commodities and/or services listed in the attached specifications.

#### **COMMODITY CODES:**

Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)

Applicable classification codes for this proposal are:

<b>5-DIGIT CODE</b>	ITEM DESCRIPTION	
80140	Sign Faces	
80186	Signs, Miscellaneous (Not otherwise classified)	
96279	Sign Making Service	

- 1. Envelopes containing bids must be sealed and marked on the upper left hand corner with the name and address of the Respondent, the date and hour of opening, the name of bid proposal, and mailed or delivered to the before the time of opening.
- 2. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
- Bids which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the Finance Director, 214 South Love, Lovington, New Mexico, 88260. This information shall be included on ALL EXTERIOR PACKAGING.
- 4. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
- 5. Bids must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
- 6. Bids must be submitted on the bid price submittal form attached. Any prices pertaining to exceptions must be attached to the bid (stapled, bound or secured otherwise). All exceptions must be submitted ten days prior to the bid opening date to the City so addenda may be issued to ensure a fair and competitive process. If the Respondent provides any options other than requested, these will not be acceptable.
- 7. Bids received later than the time and date specified will not be considered.
- 8. Amendments to or withdrawals of bids received later than the time and date set for proposal opening will not be considered.
- 9. Respondents or their representative may be present at the bid opening.
- 10. The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
- 11. The Purchasing Agent reserves the right to correct any bid awarded erroneously as a result of a clerical error on the part of the City of Lovington.
- 12. In the event the Respondent is unable to submit a bid, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive Invitations to respond will result in the removal of the Respondents name from the mailing list.
- 13. Respondents and/or vendors doing business with the City of Lovington must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.

- 14. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at bid openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after bid opening will not be considered.
- 15. All contracts solicited by competitive sealed proposals for the City of Lovington require that the bid amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
- 16. All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS- 1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.
- 17. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.
- 18. All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.
- 19. The City reserves the right to render payment of any invoices using the City's Procurement Card without incurring any penalty.

### CONDITIONS AND BID OPENING PROCEDURES

- 1. The City of Lovington reserves the right to reject any and all bids, to waive an informality in bids, and unless otherwise specified by the Respondent, to accept any item on the bid.
- 2. In case of error in the extension of prices in the bid, the unit price will govern.
- 3. Any discount offered will be computed from the date of delivery or from the date a correct bill rendered on a proper voucher form and certified by the contractor is received, whichever date is latest.
- 4. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 5. It is the intent of these specifications to describe the minimum requirements. All portions not specifically mentioned which are required for a completion of the project, shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
- 6. All bids must be clearly marked on the outside of the envelope with the project name and opening date. Should a bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
- 7. All interested parties are invited to attend bid openings of the City of Lovington.
- 8. Bids will be opened and read aloud at precisely the time, the date and the place stipulated in the Request for Bids and in the legal notice published in the newspaper.
- 9. Bids will be opened and read aloud in front of whomsoever is present at the scheduled time and place.
- 10. Each bid will be evaluated by the Finance Director and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Director of Purchasing with the aid of the appropriate department head.
- 11. The Finance Director and the department or committee will rule on any point needing clarification.
- 12. The apparent low Respondent, meeting specifications, will be determined by the Finance Director and the department or committee.
- 13. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.

- 14. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
- 15. Notice is hereby given that the City Commission reserves the right to reject any and all bids received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
- 16. Any requested literature and one complete copy of the bid, unless stated otherwise in the Request for Proposal, must be submitted with the bid.
- 17. All bids must be valid for a minimum of sixty (60) days after bid opening, unless otherwise stated in the bid sheet by the individual respondent or the City of Lovington.
- 18. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
- 19. This procurement is being done on behalf of the City of Lovington, its departments as well as other entities and agencies in general as provided for by law, at the discretion of the contracted vendor(s).
- 20. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and proposers shall comply with Federal wage rates on applicable projects.
- 21. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
- 22. Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.
- 23. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a bid shall in his bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of five thousand dollars (\$5,000); and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

24. Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

### HOLD HARMLESS/INDEMNITY AGREEMENT

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of the Lea County, New Mexico Court system.

### 1.0 PURPOSE

The purpose of this Request for Sealed Bids is to solicit sealed proposals to establish a contract through competitive responses for the procurement of the LOVINGTON MAINSTREET SIGNAGE.

#### 2.0 PROJECT DESCRIPTION

The Project consists of:

- 1. One Wayfinding Sign with CMU and stone veneer base with steel post frame and custom signage on top, see Sheet AS-102, Option 1.
- 2. One Energy Systems Sign to be installed north of the Chamber of Commerce with a CMU and stone veneer base and steel frame with custom signage and solar panel and LED lighting, see Sheet AS-103.
- 3. One Derrick Tower Sign to be installed in the corner of the parking lot of the First United Methodist Church with a CMU and stone veneer base and steel frame with custom signage and solar panel and LED lighting, see Sheet AS-104.

Alternate Number 1 consists of One Wayfinding Sign with concrete base and steel post frame and custom signage on top, see Sheet AS-102, Option 2.

### 3.0 SPECIAL NOTES

The Architect will answer bid questions **submitted in writing** to either Tina Reames at <u>tmreames@cherryseereames.com</u> or Steve Mora <u>smora@cherryseereames.com</u>. The last date for questions is noon (MST) on October 19, 2020.

An addendum will be issued so that all bidders receive the same information. The last addendum will be issued October 20, 2020.

All addenda(s) will be posted on the City website at <u>https://www.lovington.org/invitation-for-bids.html</u>



### **City of Lovington**

### **Bid Form**

### LOVINGTON MAINSTREET SIGNAGE DUE DATE: October 22, 2020

NAME OF BIDDER:	
ADDRESS:	
TELEPHONE NO.:	
EMAIL:	
CONTRACTOR LICENSI	E #:
BID AMOUNT:	

Attach specifications of equipment to be installed to this bid form

The City of Lovington reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER:

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM	88260
Deadline: October 22, 2020 by 10:00 a.m. (MST)	

### OPTIONS, EXCEPTIONS, OR VARIATIONS CITY OF LOVINGTON, NEW MEXICO

### FOR LOVINGTON MAINSTREET SIGNAGE

### DUE DATE: October 22, 2020 at 10:00 a.m. (MST)

Please state each and every option, exception, or variation to the specifications (if any) for the service(s) or item(s) offered. All exceptions must be submitted to the City ten days in advance of the bid opening date so addenda may be issued to ensure a fair and competitive bid process. Please sign below and return with your offer.

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS.

Signature

 THERE ARE NO OPTIONS, ETC. LISTED. The services offered on the Request for Sealed bids meet or exceed all specifications, terms, and conditions as described in said Request for Sealed Bids without exceptions. I understand services not meeting all specifications, terms, and conditions will be rejected and all costs will be borne by the seller.

Signature

### SUBCONTRACTOR LISTING \*Signature not required until after Bid but before Award

TYPE OF WORK	ENTITY NAME	CITY & STATE	LABOR REGISTRATION #	SIGNATURE

# **Property Information**

Property Address: Main ST- US 82, Lovington, NM

OWNER

LOVINGTON MAINSTREET 201 S. MAIN STREET, LOVINGTON, NM 88260 575 396 1418

ARCHITECT

CHERRY SEE REAMES ARCHITECTS, PC 220 Gold Avenue SW, Albuquerque, NM 87102 505 842 1278

STRUCTURAL, ELECTRICAL, ENGINEERING CONSULTANT

WILSON & COMPANY, INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD ST. NE, SUITE 150, ALBUQUERQUE, NM 87109 505 348 4000

# LOVINGTON **MAINSTREET SIGNAGE**

# Main ST - US 82, Lovington, NM

# **SEPTEMBER 21, 2020**

# **Project Information**

Base Bid: To include price for one (1) Wayfinding Sign - Option 1, one (1) Energy Systems Sign, including solar and lighting, and one (1) Derrick Tower Sign including solar and lighting. **Alternate 1**: Wayfinding Sign - Option 2.

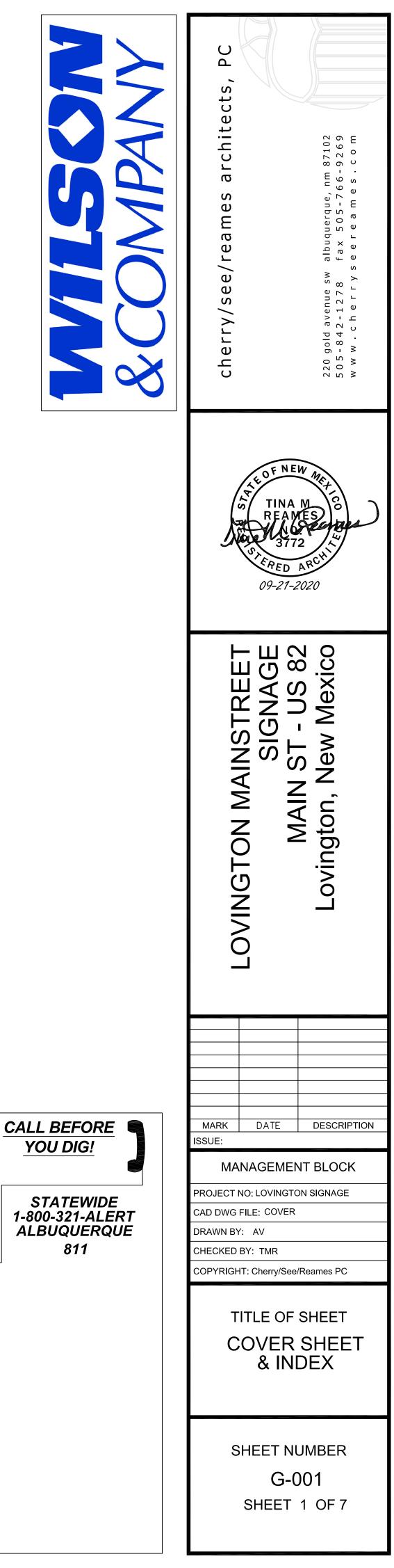
### Index of Drawings

- Cover Sheet & Index G-001
- A-001 2. Specifications
  - Site Plan AS101

3.

5

- Wayfinding Sign Plan & Elevations AS102 4
- AS103 Energy Systems Sign Plan & Elevations
- Derrick Tower Sign Plan & Elevations AS104 6.
- AS105 Sections & Solar Details & Specs 7.



### UTILITY COMPANY CONTACTS

CNM ELECTRIC, LLC 809 E Avenue D Lovington, NM 88260 575-396-2692

LEA COUNTY ELECTRIC 1300 W Avenue D Lovington, NM 88260 575-396-3631

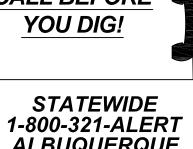
NEW MEXICO GAS COMPANY 1235 W Avenue D

Lovington, NM 88260 575-394-2616

LEACO TELECOMMUNICATIONS 575-370-5010

LOVINGTON WATER DEPARTMENT 214 S. Love St. Lovington, NM 88260 575-396-2884





### STRUCTURAL SPECIFICATIONS

CONCRETE MATERIALS CEMENT-ASTM C150, TYPE 1/11-NORMAL PORTLAND FINE AGGREGATE-ASTM C 33 COURSE AGGREGATE-ASTM C 33, CLASS 4S, MAXIMUM SIZE OF 3/4 INCH WATER: CLEAN CONCRETE ADMIXTURES AIR ENTRAINMENT-ASTM C 260 CONCRETE MIX DESIGN PROPORTION NORMAL WEIGHT CONCRETE-ACI 211.1 MINIMUM CEMENT CONTENT-540 LBS PER CUBIC YARD MINIMUM COMPRESSIVE STRENGTH-3500 PSI TOTAL AIR CONTENT-4 TO 8 PERCENT PER ASTM C 17.3 MAXIMUM WATER-CEMENT RATIO- 50 PERCENT BY WEIGHT CONCRETE WORK PERFORM WORK IN ACCORDANCE WITH ACI 301 AND 318 FOLLOW ACI 305R WHEN PLACING CONCRETE DURING HOT WEATHER FOLLOW ACI 306R WHEN PLACING CONCRETE DURING COLD WEATHER CONCRETE REBAR-ASTM 615. GRADE 60 MASONRY MATERIALS MASONRY UNITS: ASTM C 90, MEDIUM WEIGHT, MINIMUM NET AREA COMPRESSIVE STRENGTH OF 1900 PSI CEMENT-ASTM C 150. TYPE 1 HYDRATED LIME-ASTM C 207. TYPE S MORTAR AGGREGATE-ASTM C 144 GROUT AGGREGATE-ASTM C404 WATER-CLEAN MORTAR MIX DESIGN MORTAR MIX: ASTM C 270, PROPORTION SPECIFICATION, TYPE S GROUT MIX-ASTM C476 MASONRY WORK

HOT AND COLD WEATHER REQUIREMENTS: ACI 530/ASCE 6/TMS 602

LIST OF SUBMITTALS

### SUBMITTAL PROCEDURES

### ACTION SUBMITTALS

A. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable: a. Dimensions.

- b. Identification of products.
- Fabrication and installation drawings.
- d. Roughing-in and setting diagrams. e. Wiring diagrams showing field-installed wiring, including power,
- signal, and control wiring.
- Shopwork manufacturing instructions.
- Templates and patterns.
- Schedules.
- Design calculations. Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated. n. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- 3. Number of Copies: Submit one (1) electronic copy. Architect will return one (1) copy. B. Samples: Submit Samples for review of kind, color, pattern, and
- texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. 1. Transmit Samples that contain multiple, related components such
- as accessories together in one (1) submittal package. 2. Identification: Attach label on unexposed side of Samples that
- includes the following: a. Generic description of Sample.
- b. Product name and name of manufacturer.
- c. Sample source.
- d. Number and title of appropriate Specification Section. 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of
- construction activity. Sample sets may be used to determine final acceptance of construction associated with each set. a. Samples that may be incorporated into the Work are
- indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use. b. Samples not incorporated into the Work, or otherwise
- designated as Owner's property, are the property of Contractor.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. It is best that all submittals requiring a color selection be submitted initially for
- Architect's creation of color board for Owner's approval. a. Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from
- manufacturer's product line. Architect will return submittal with options selected. 5. Samples for Verification: Submit full-size units or Samples of
- size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that
- show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color
- range sets; and components used for independent testing and inspection. a. Number of Samples: Submit three (3) sets of Samples.
- Architect will retain two (2) Sample sets; remainder will be returned. 1) Submit a single Sample where assembly details,
- workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

### 1. CONCRETE MIX

- 2. MISCELLANEOUS STEEL MEMBERS
- 3. SIGN MATERIAL (COLORS FROM WHICH TO SELECT) 4. LED LIGHTING
- 5. STONE VENEER (MOCK-UP OF TWO COMBINATION)
- 6. PRECAST CONCRETE CAP (COLORS FROM WHICH TO SELECT)

### SUBSTITUTIONS OR PRIOR APPROVALS

### SUBSTITUTIONS

- A. During bidding, Architect will consider written requests from gualified bidders,
- subcontractors, and manufacturers for substitutions. 1. Submit separate request for each substitution with Form 01 6310 - Prior Approval.Substitution Request Form. Copy of form accompanies the drawinas.
- 2. Submit substitution request in accordance with procedures and time limitations
- stated in Instructions to Bidders. 3. Substitutions approved during bidding will be listed in Addenda.
- B. After Contract award:
- 1. After signing of Agreement Between Owner and Contractor, Owner will consider written requests for substitutions ONLY if one or more of these conditions
- a. Unavailability of specified products through no fault of Contractor. b. Qualified installer is not available for specified product.
- c. Substitution is required for compliance with final interpretation of code
- requirements or insurance regulations. d. Subsequent information discloses inability of specified products to perform
- properly or to fit in designated space. e. Refusal of manufacturer to certify or guarantee performance of the
- specified product as required. 2. Submit separate request for each substitution with Form 01 6320 -
- Contractor Substitution Request Form. Copy of form follows this Section. Provide data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.
- 3. Architect will determine acceptability of proposed substitutions and notify Contractor in writing. Accepted substitutions will be included by Change Order with associated modifications of contract amount and time.
- 4. Substitutions will not be considered after contract award if indicated or implied on shop drawings and product data submittals. C. Use of approved substitution listed in Addenda or request for substitution after
- Contract award shall constitute representation that Contractor: 1. Has investigated product and determined it meets or exceeds quality level of specified product.
- 2. Will provide same warranty for substitution as for specified product.
- 3. Will coordinate installation and make changes to other work required to accommodate accepted substitution and complete Work.
- 4. Waives claims for additional costs or time extensions related to substitutions which later become apparent.
- D. Procedure: Submit (1) one copy of request for substitution. Manufacturer's option to send electronic file in pdf format. Limit each request to one proposed substitution. Include in request:
- 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
- 2. For products:
- a. Product identification, including manufacturer's name and address b. Manufacturer's literature containing product description, performance and test data, and reference standards
- c. Samples as required
- 3. For construction methods: a. Detailed description of proposed method
- b. Drawings illustrating methods
- 4. Itemized comparison of proposed substitution with product specified
- 5. Data relating to changes in construction schedule 6. For requests submitted after Contract award, give cost data comparing
- proposed substitution with specified product and amount of proposed change to Contract Sum.

- Form panels to required size and shape. Comply with requirements indicated for design, dimensions, finish, color, and details of construction.
- Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.

### EXECUTION

INSTALLATION

SIGN SCHEDULE

### EXTERIOR SOLAR SIGNS - SOLARTECH SIGN

### SOLAR SIGNAGE MATERIALS / COMPONENTS

Materials and Components:

- 1. Aluminum: Extruded aluminum, alloys 6061, 6063, sheet aluminum, alloy 5052, 3003
- a. Solar Panel TPM (Top of pole mount); 3.00" ID Welded aluminum mounting sleeve: Extruded aluminum, allovs 6061. 6063, 6005 s. Aluminum alloy, Cross and Strong back strut bracing. Designed to mount on 3 inch (3.500" OD). SCH40/80 galvanized steel pipe. 110 MPH maximum wind speed specification.
- 2. Photovoltaic (PV) Solar Panels: Crystalline silicon solar cells: framed in an extruded all-aluminum structure; sealed behind UV stabilized tempered glass; minimum 20 year 80% peak power warranty; meets or exceeds UL1703 standard.
- 3. Light Emitting Diodes (LED): SloanLED illumination; UL listed and IP 65 minimum rating; high brightness LEDs; 6,500 K minimum color temperature; 75 CRI minimum; 60,000 hour minimum rated life. Binning-MacAdam Step 3.
- 4. Electronic Controls: SolarTech SignLine Power Management System: Model Kit Series # STS-PL15-30-S-B-U; microprocessor-based charge controller / LED driver; fully programmable algorithmic load optimization utilizing Pulse-Width-Modulation (PWM); constant voltage control: dual-balanced independent PV panel inputs: multisource power inputs including both AC and DC supply; on-board temperature compensated voltage-controlled battery charging at automated full/slow/trickle charge rates; battery 20% depth of battery discharge and over/under charging voltage cutoff; real-time clock; logic can differentiate between daylight and environmental ambient light; on/off setpoint control for fixed time operation and/or seasonal dusk/dawn activation; look-ahead battery-load correlation routines for maximum off-arid survival operation; start-up self-test and status indication; terminal connector wire termination, integrated Bluetooth™ smartphone
- Batteries: Sealed non-spillable combined AGM/Gel Cell; maintenance free; 100% recyclable materials; no transportation restrictions (classified non-hazardous material for surface, maritime or air transport); deep cycle classified; 2,000 cycle minimum life; maintains 80% minimum charge after 2 months if left disconnected

solar monitoring system, IOS and Android compatible.

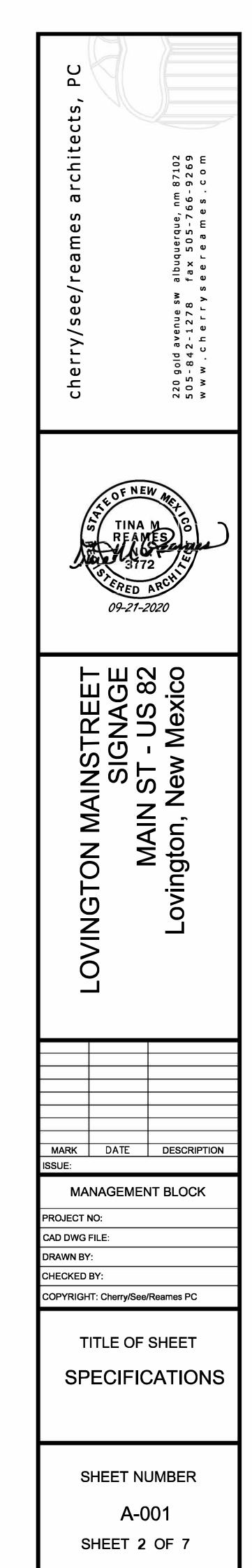
- Painted Surface Treatment Finish: Manufacturer's standard two\_phase finishing process. Colors as selected from manufacturer's standard colors. Phase One: Priming with 2u depth layer for optimum surface coat
- adhesion and weatherability.
- Phase Two: Painting process employing two component, acrylic polyurethane coating of 20\_30u depth.

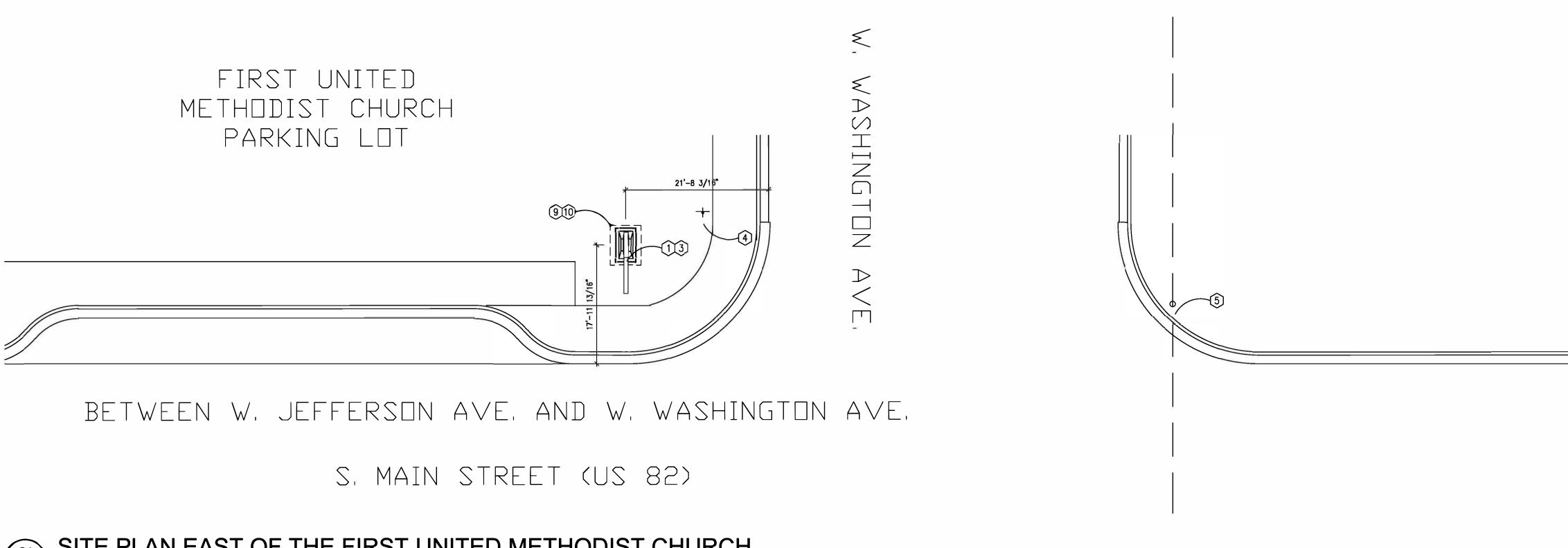
### FABRICATION - GENERAL

- General: Comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction. Allow for thermal movement resulting from a maximum ambient temperature change (range) of 100 deg F (38 deg C). Design, fabricate, and install sign assemblies to prevent buckling, opening
- up of joints, and over-stressing of welds and fasteners. Mill joints to a tight, hairline fit. Form joints exposed to the weather to exclude water penetration. No light leaks.
- Preassemble signs in the shop to the greatest extent possible to minimize field assembly. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in a location not exposed to view after final assembly.
- Conceal fasteners if possible; otherwise, locate fasteners to appear inconspicuous.
- Increase material thickness or reinforce with concealed stiffeners or backing materials as required to produce surfaces without distortion, buckles, warp, or other surface deformations.

EXAMINATION

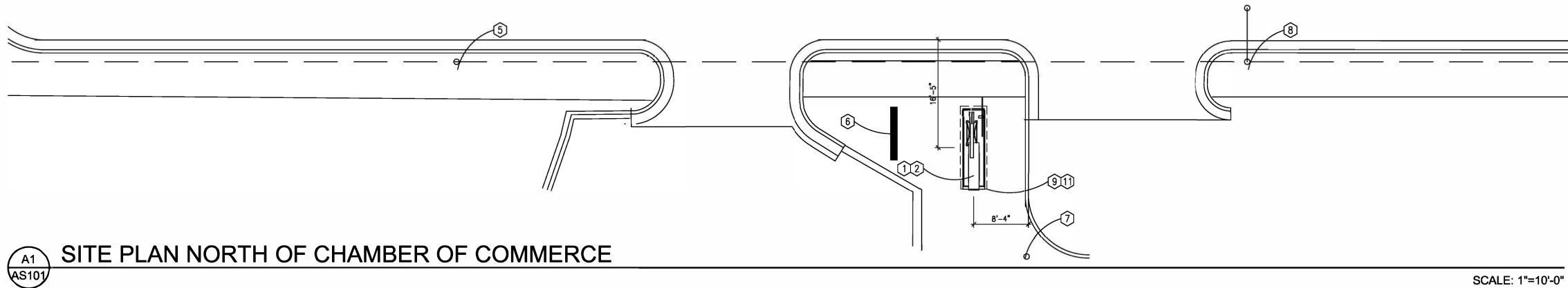
- Site Verification of Conditions: Verify installation conditions previously established under other sections are acceptable for product
- installation in accordance with manufacturer's instructions. Scheduling of installation by Owner or it's representative implies that
- substrate and conditions are prepared and ready for product installation. Proceeding with installation implies installer's acceptance of substrate and conditions.
- Install product in accordance with supplier's instructions.
- Install product in locations indicated using mounting methods recommended by sign manufacturer and free from distortion, warp, or defect adversely affecting appearance.
- Install product level, plumb, and at heights indicated.
- Install product at heights to conform to Americans with Disabilities Act Accessibility Guidelines (ADAAG) and applicable local amendments and regulations.
- Install signs within the following tolerances and in accordance with manufacturer's recommendations:
- Within 1 inch vertically and horizontally of intended location.
- CLEANING, PROTECTION, AND REPAIR
- Repair scratches and other damage which might have occurred during installation. Replace components where repairs were made but are still visible to the unaided eye from a distance of 10 feet. Remove temporary coverings and protection to adjacent work areas. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project in accordance with provisions in Division 1
- Schedule: Refer to signage schedule and Drawings for sizes, locations, and layout of signage types, sign text copy, and graphics. END OF SECTION





### SITE PLAN EAST OF THE FIRST UNITED METHODIST CHURCH C1 AS101

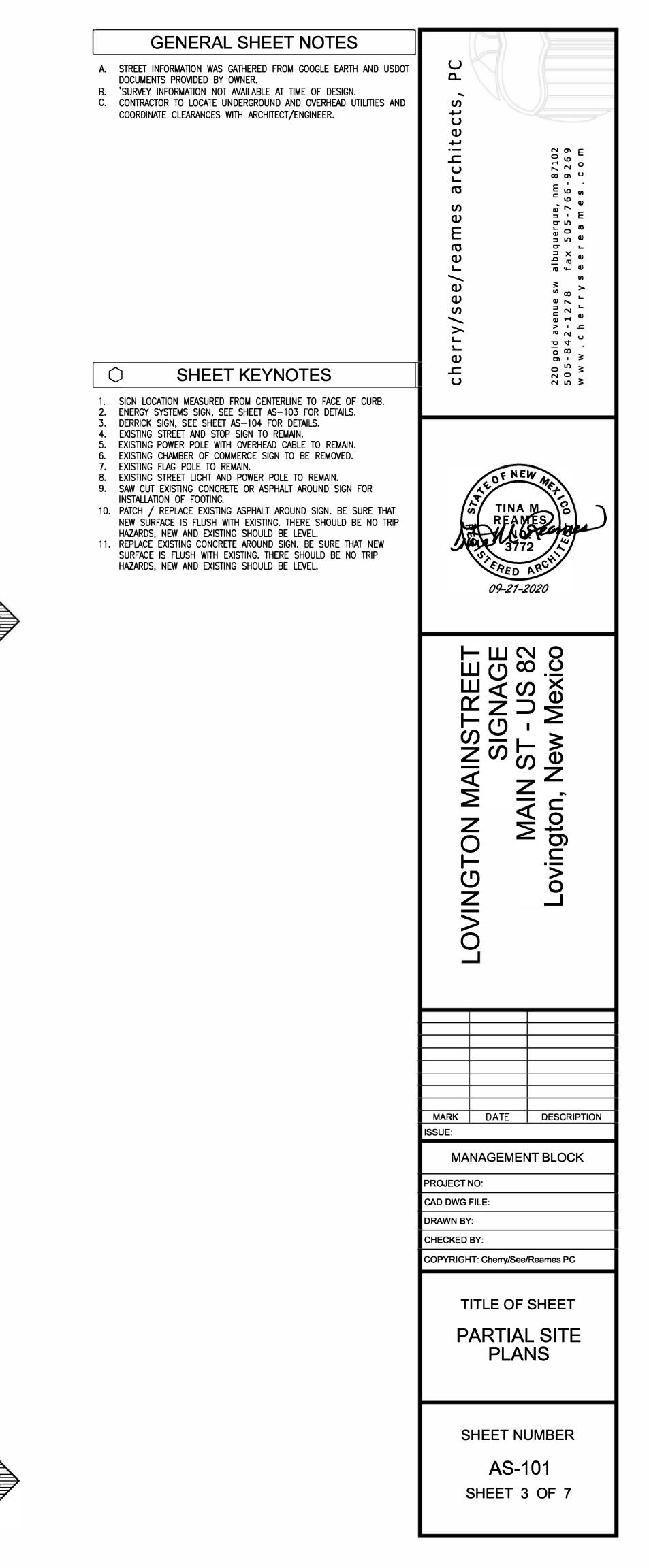
N, MAIN STREET (US 82)

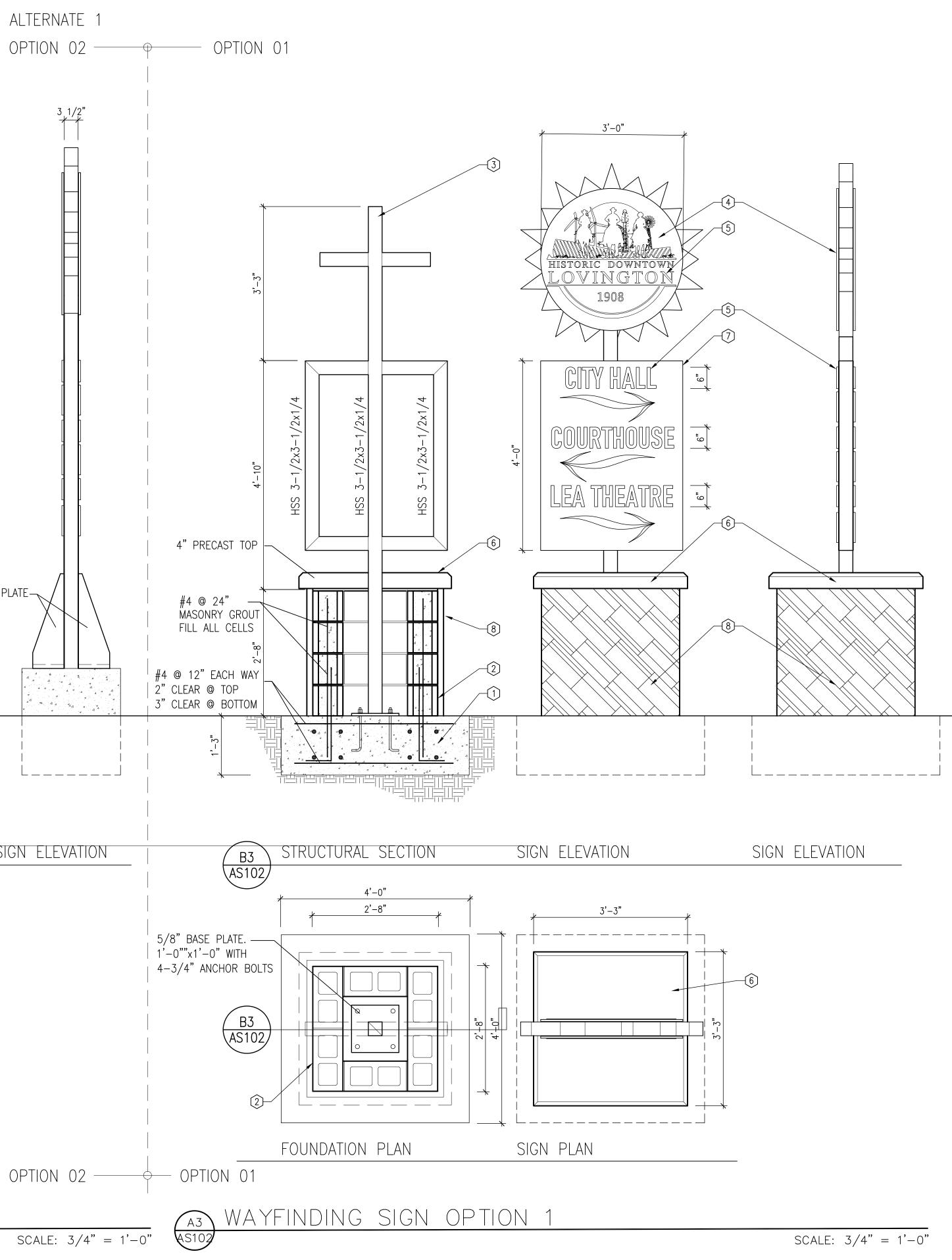


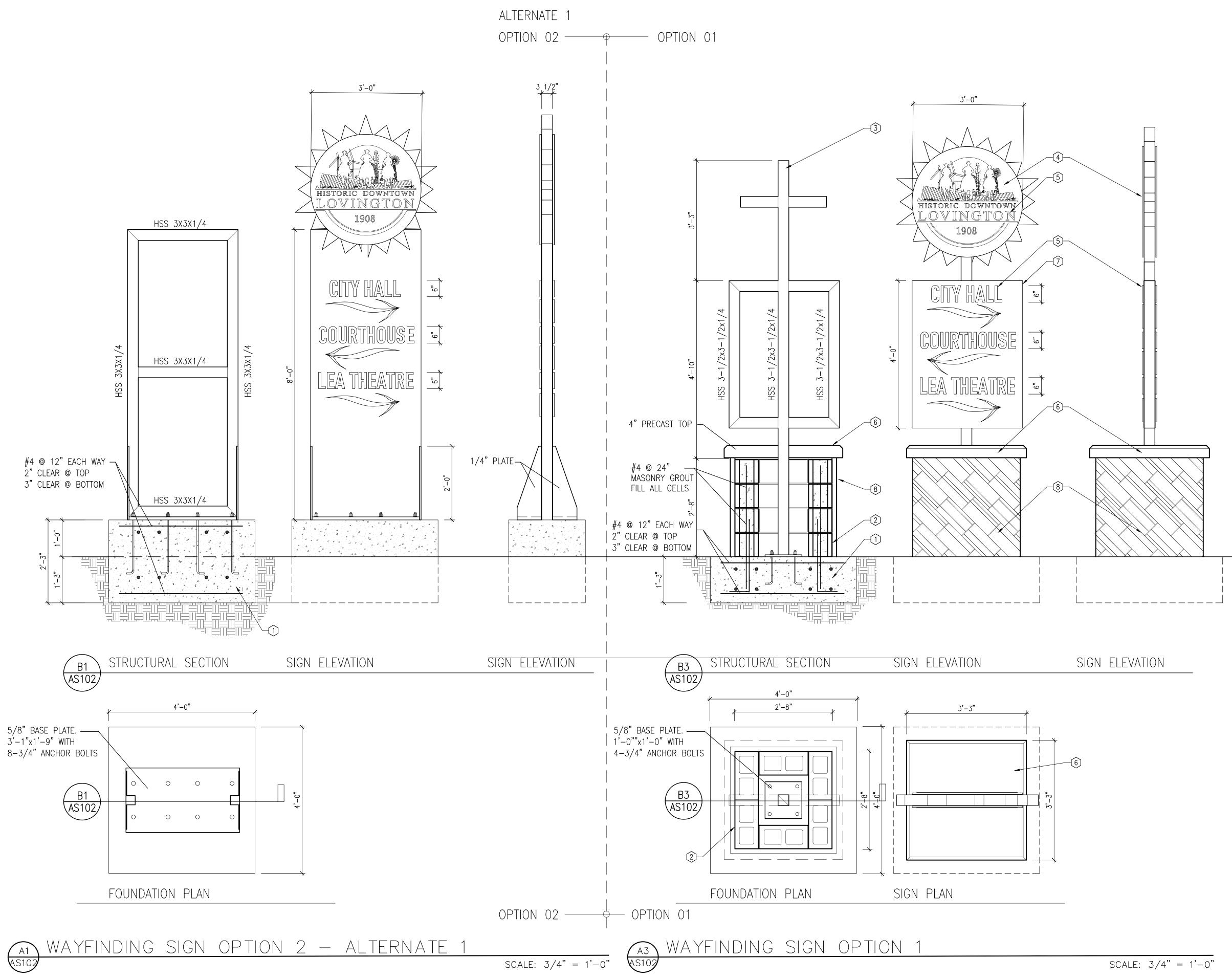
### SITE PLAN NORTH OF CHAMBER OF COMMERCE

SCALE: 1"=10'-0"

### BETWEEN E, AVENUE B AND E, AVENUE A







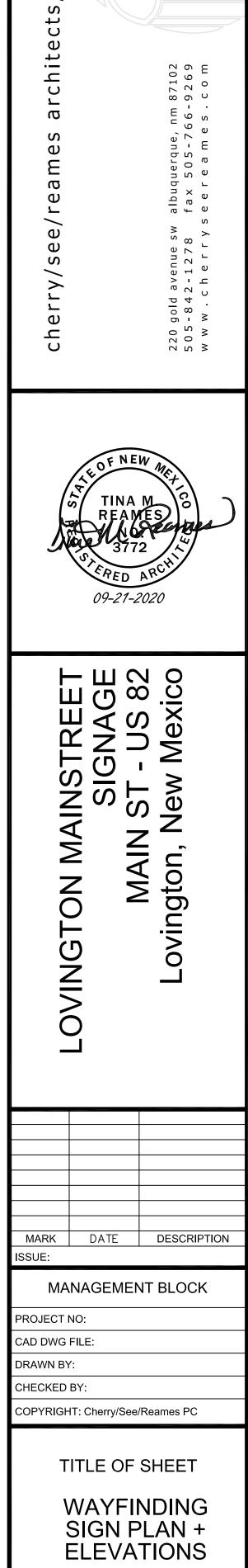
### GENERAL SHEET NOTES

A. LOCATION & NUMBER OF SIGNS TO BE DETERMINED BY LOVINGTON MAINSTREET.

#### SHEET KEYNOTES $\bigcirc$

KANELLA", AVAILABLE AT THE HOME DEPOT.

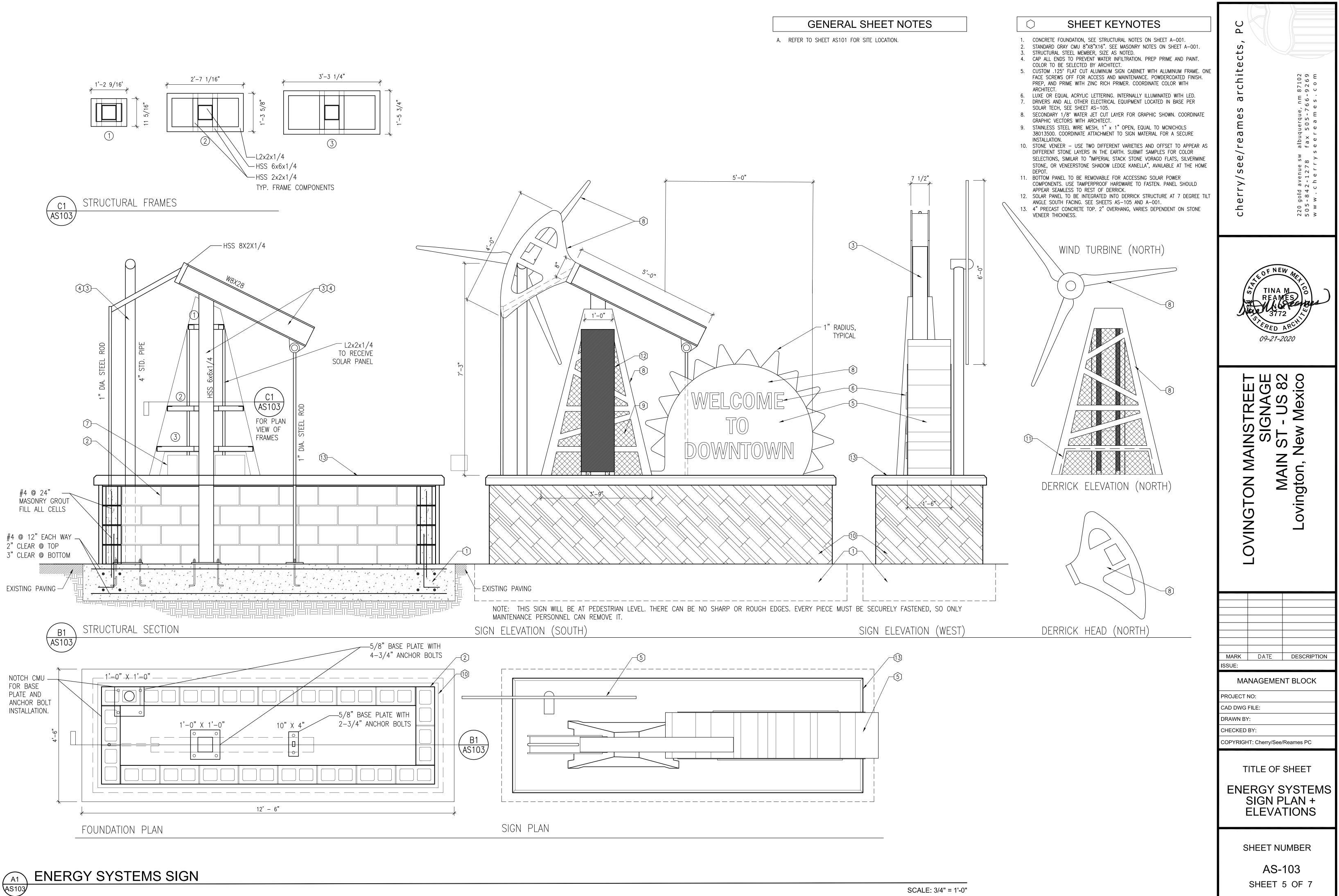
- 1. CONCRETE FOUNDATION, SEE STRUCTURAL NOTES ON SHEET A-001. STANDARD GRAY CMU 8"X8"X16". SEE MASONRY NOTES ON SHEET A-001.
- STRUCTURAL STEEL POST. CAP ALL ENDS TO PREVENT WATER INFILTRATION.
- PREP PRIME AND PAINT. COLOR TO BE SELECTED BY ARCHITECT. 4. CUSTOM .125" FLAT CUT ALUMINUM SIGN CABINET WITH ALUMINUM FRAME. ONE FACE SCREWS OFF FOR ACCESS AND MAINTENANCE. POWDERCOATED FINISH. PREP, AND PRIME WITH ZINC RICH PRIMER. COORDINATE COLOR WITH
- ARCHITECT. 5. ACRYLIC LETTERING.
- 6. 4" PRECAST CONCRETE TOP. 2" OVERHANG, VARIES DEPENDENT ON STONE VENEER THICKNESS.
- 7. SECONDARY 1/8" WATER JET CUT LAYER FOR GRAPHIC SHOWN. COORDINATE GRAPHIC VECTORS WITH ARCHITECT. 8. STONE VENEER APPLIED TO CMU WITH MORTAR. USE TWO DIFFERENT VARIETIES AND OFFSET TO APPEAR AS DIFFERENT STONE LAYERS IN THE EARTH. SUBMIT SAMPLES FOR COLOR SELECTIONS, SIMILAR TO "IMPERIAL STACK STONE VORAGO FLATS, SILVERMINE STONE, OR VENEERSTONE SHADOW LEDGE



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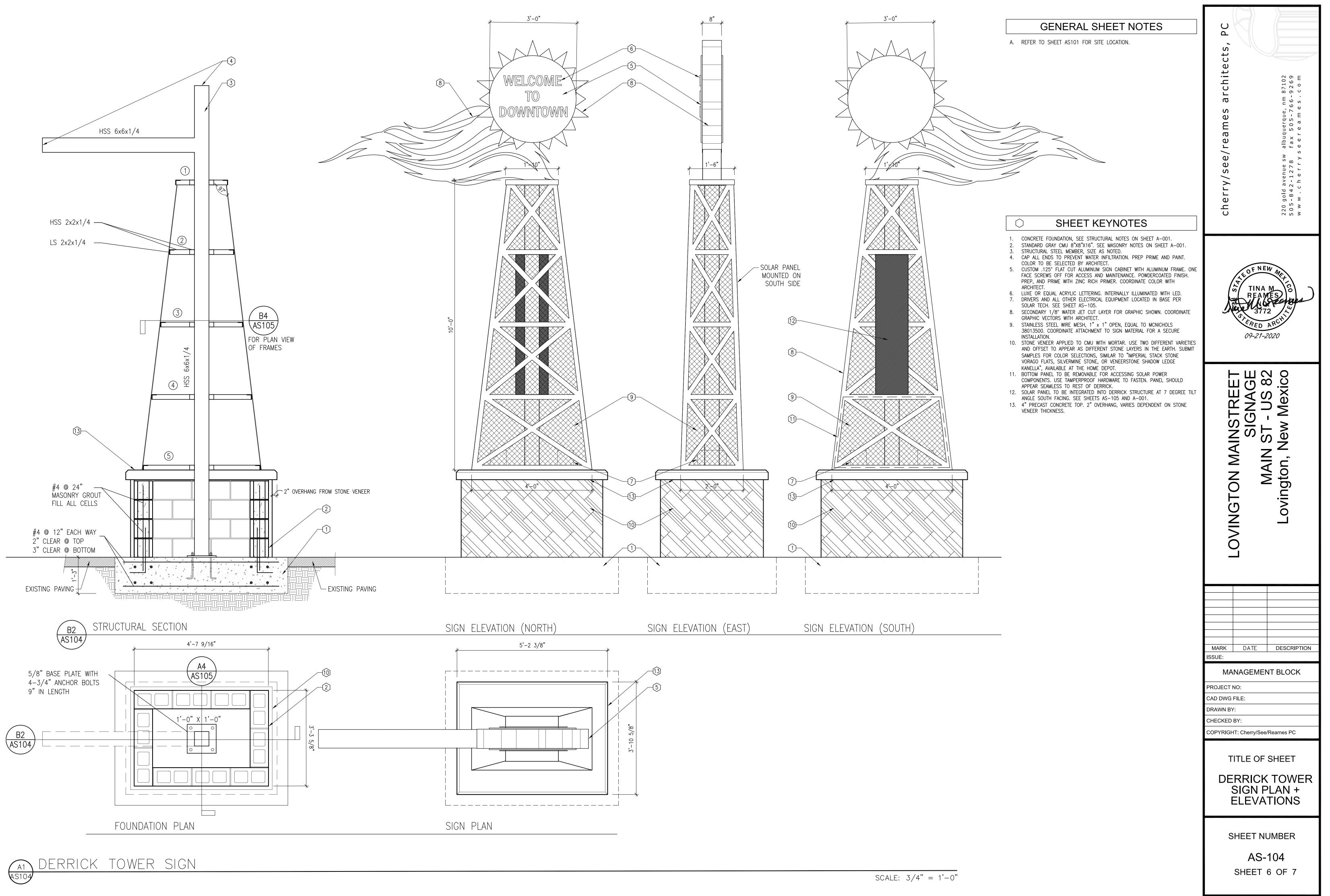


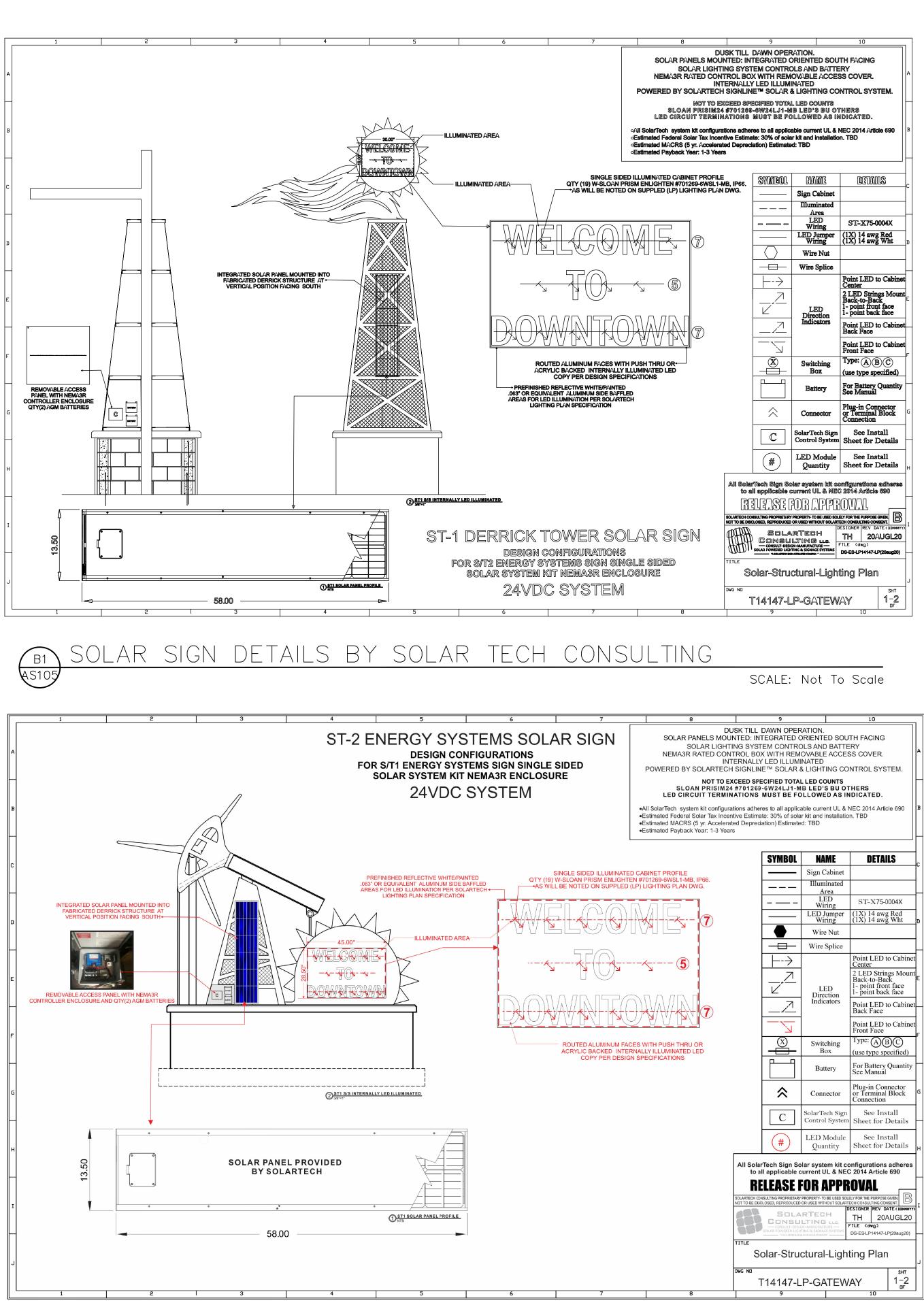
AS-102 SHEET 4 OF 7



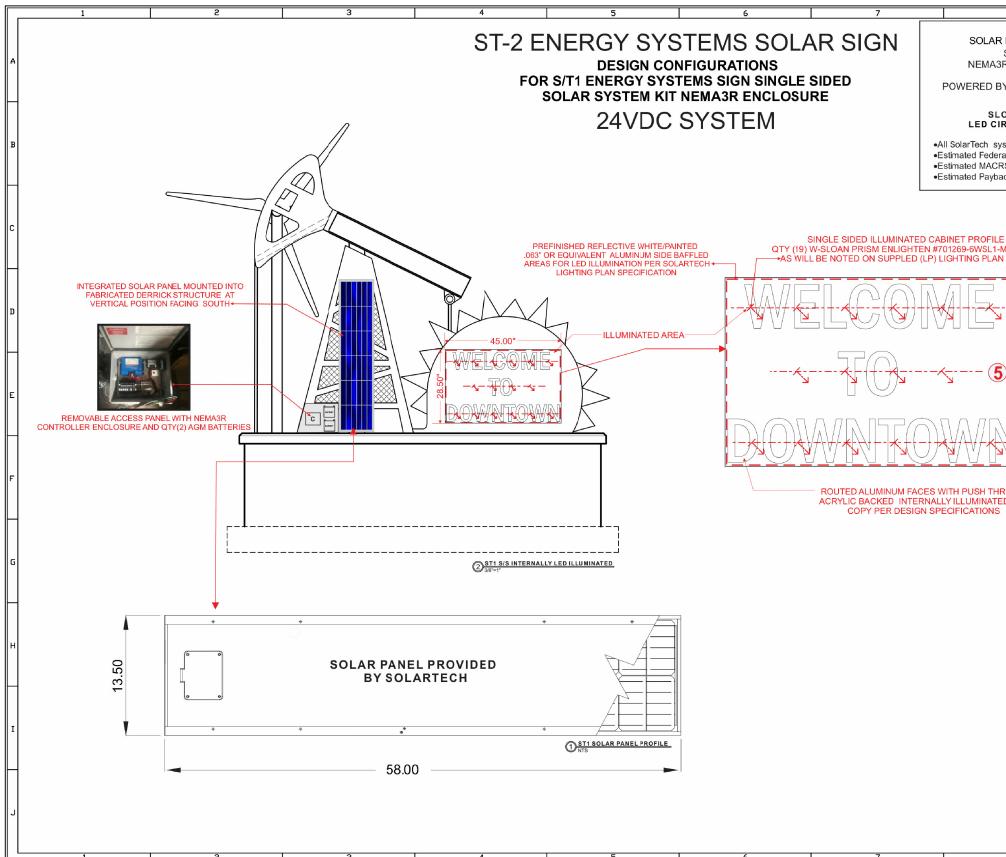
SCALE: 3/4" = 1'-0"

SHEET 5 OF 7

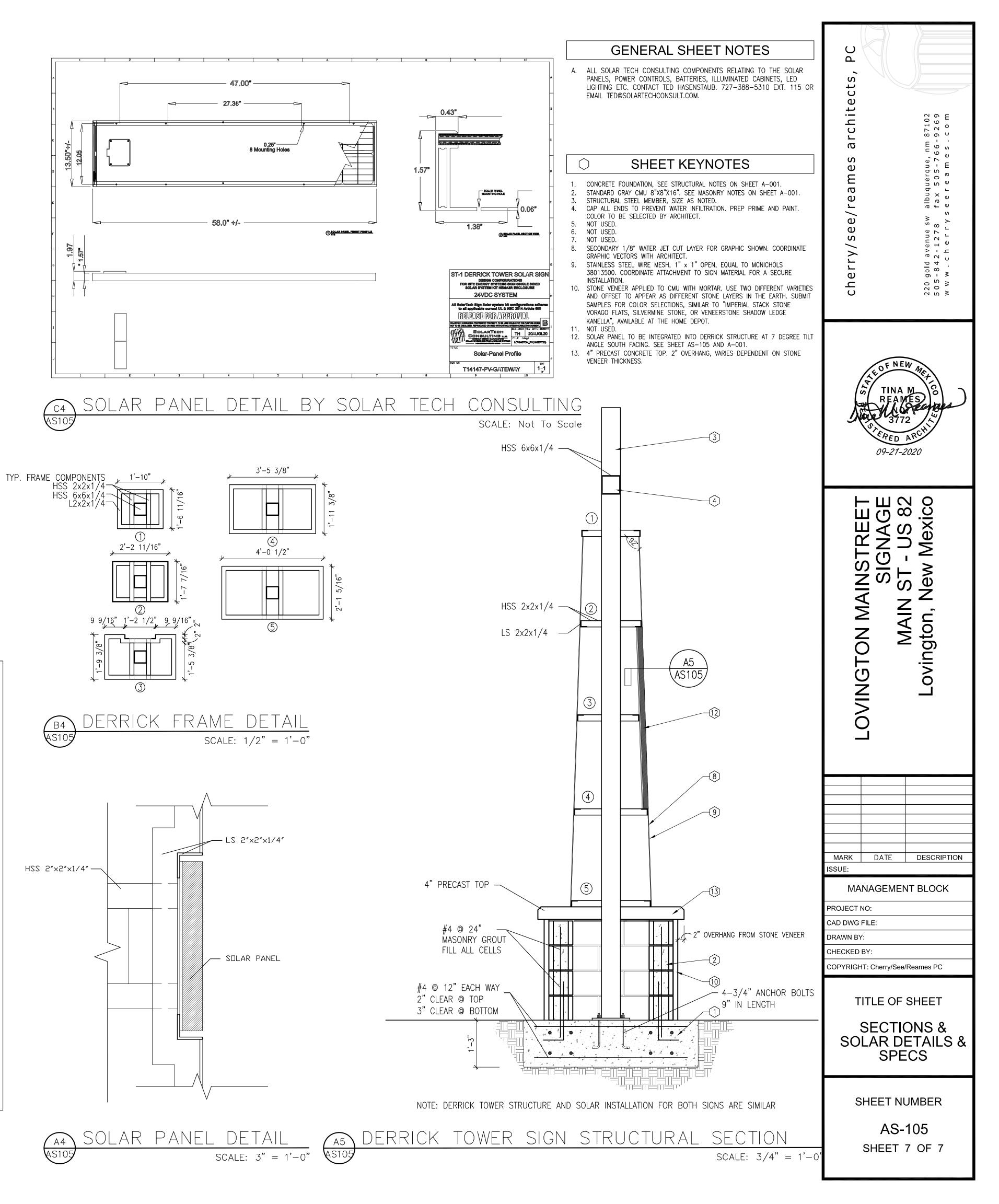








DETAILS BY SOLAR TECH CONSULTING SOLAR SIGN A1AS105



#### PRIOR APPROVAL SUBSTITUTION REQUEST FORM

The undersigned, qualified bidder, subcontractor, manufacturer, or supplier requests that the following product be accepted for use in the Project

PRODUCT:
MODEL NO.:
MANUFACTURER:
ADDRESS:
The above product would be used in lieu of
PRODUCT:
specified in
SECTION:
PARAGRAPH:

Attached are the following circled items:

- 1. Product description including specifications, performance and test data, and applicable reference standards.
- 2. Drawings.
- 3. Photographs.
- 4. Samples.
- 5. Tabulated comparison with specified product.
- 6. For items requiring color selections, full range of manufacturer's color samples.
- 7. Other:

The undersigned certifies that the following statements are correct. Explanations for all items which are **<u>not</u>** true are attached.

1.	Proposed substitution has been thoroughly investigated and function, appearance, and quality meet or exceed that of specified product.	TRUE FALSE
2.	Same warranty will be provided for substitution as for specified product.	TRUE FALSE
3.	No aspect of Project will require re-design.	TRUE FALSE
4.	Use of substitution will <b><u>not</u></b> adversely affect:	
	a. Dimensions shown on Drawings.	TRUE FALSE
	b. Construction schedule and date of completion.	TRUE FALSE
	c. Work of other trades.	TRUE FALSE
5.	Maintenance service and replacement parts for proposed substitution will be readily available in Lovington,	
	New Mexico.	TRUE FALSE
6.	. Proposed substitution does <u>not</u> contain asbestos in any form. TRUE FAL	

Submitted By:

COMPANY:
ADDRESS:
TELEPHONE NUMBER:
NAME OF PERSON SUBMITTING REQUEST:
TITLE:
DATE: