

### CITY OF BOAZ, ALABAMA

To All Bidders:

RE: Bid Number 2021-09-111

Advertised this date: September 23, 2021

#### **Railroad Crossing Materials**

The City of Boaz, Alabama is taking material bids for full depth rubber panels for railroad crossings. Field pads and gauge pads to accommodate 8'6" wood ties. Total footage is 360'. Bid to include necessary mounting hardware.

 $10" \times 3/4"$  galvanized lag screws, covered with rubber plug. Not to include deflector shields. Rail Size #132 Rail Gauge  $56\ 1/2"$  Wood tie size 8'6" on 18" centers

Sealed bids shall be due no later than 9:30 am, October 6, 2021, at Boaz City Hall, 112 North Broad Street, Boaz, AL 35957. Bids will be opened and read aloud at this time.

Please read carefully the enclosed *Instructions to Bidders* and return the completed enclosed *Bid Sheet*. If you have any questions regarding this bidding process contact me at <a href="mailto:jill.bright@cityofboaz.org">jill.bright@cityofboaz.org</a>. If you have questions regarding the materials contact Kenny Smith at 256-593-5741.

Jill Bright, MMC City Clerk/Treasurer PO Box 537 112 N Broad Street Boaz, AL 35957

## BID NUMBER 2021-09-111 BID SHEET

## Detailed Specifications Full Depth Rubber Grade Crossing Surface

#### **GENERAL**

### **General Description**

Provide materials to the site, written installation instructions and a minimum of 5 year written warranty for a complete rubber grad crossing surface delivered to the Boaz Street Department located at 1120 College Avenue Boaz, AL 35957.

This specification covers materials, their transportation and installation supervision only. Labor for material installation will be provided by others. Asphalt is not part of this specification.

#### Warranty

Materials shall carry and the buyer shall receive a written five (5) year (minimum) warranty. This warranty shall include repair or replacement of any product defective due to the manufacturer's poor workmanship and/or defective material.

#### **PRODUCTS**

### Full Depth Rubber Grade Crossing Surface

The system provided shall be a full depth solid rubber system which meets or exceeds this specification. Crossing panels are to be manufactured in three foot (36") lengths and each 3 foot section shall consist of one gage panel and two field panels. The system shall utilized a tongue and groove inter-locking system which is molded into each pad. Rubber for the crossing shall be manufactured to fit the weight of rail and rail fastening system as designated by the Railroad, and shall accommodate tie spacing of 18 inches center to center. The system shall be manufactured to fit 8'6", 9'0" or 10'0" wood ties, or concrete ties as specified by the Railroad. The top of the rubber pads shall contain a molded surface to reduce skidding.

Field pads and gauge pads shall conform to the following chemical and physical properties.

#### **Chemical Resistance**

The surface is ozone resistant, crack resistant and resistant to the following chemicals: ammonia, ASTM oil no. 1, brake fluids, n-butanol, di-ethylene-glycol, ethanol, ethylene-glycol,

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fatty acids, glycerol, hydrochloric acid, methanol, n-propanol, sodium base 50%, sulfuric acid 25%, distilled, sea and waste water.

	Physical Data	
Tensile Strength	ASTM D412	>10Mpa
Elongation at Break	ASTM D412	>300%
Hardness	ASTM D2240	65 Shore A, +/- 5
Density	ASTM D297	1.2 Specific Gravity +/- 0.1
Fluid Resistance IRM 901 72 hrs @ RT	ASTM D471	<10% Change in Volume
Heat Resistance 70 hrs @ 70C	ASTM D573	+/- Change in Hardness Pts.
Heat Resistance 70 hrs @ 70C	ASTM D573	+/- 15% Change in Tensile
Heat Resistance 70 hrs @ 70C	ASTM D573	+/- 30% Change in Elongation
Ozone Resistance 70 hrs/40C/50pphm	ASTM D1171	<1 Ozone Resistance 0-3
Abrasion Resistance	ASTM D5963	<170mm3 Abrasion Loss

## **Accessories**

All accessories, component parts or appurtenances which are required to be furnished shall meet the requirements for installation by the Railroad Company and must be included in the price submitted.

Bid Amount \$	
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I, the undersigned, hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding. Furthermore, for the duration of the agreement, that I will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if a contracting party found to be in violation of this provision shall be deemed in breach of agreement and shall be responsible for all damages resulting therefrom.

Signature	Title	Date
Print Signature and Title above		
Company Name:		
Address:		
Phone Numbers:		<del>-</del>
Email:		
	This bid must be notarized	
Sworn to and subscribed before me this	day of	
Notary Public		
My commission expires:		

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# CITY OF BOAZ INSTRUCTION TO BIDDERS

- 1. All bids must be submitted in a sealed envelope clearly marked SEALED BID. Envelope should also state Bid Invitation Number, date, and time of bid opening.
- 2. All bids shall be typewritten or in ink on the form prepared by the City. All proposals must be signed by an official of the corporation/company duly authorized to sign bids and all bids must be notarized.
- 3. All corrections or erasures shall be initialed by the person signing the bid or his authorized representative.
- 4. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form, in which case, the bidder will list on a separate sheet of paper, any exceptions to the conditions of the bid. This sheet will be labeled, **EXCEPTIONS TO BID CONDITIONS**, and will be attached to the bid proposal. This attached sheet must also be signed by the official signing the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be met.
- 5. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by Patent, Proprietary or Brand Name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired, and will be deemed to be followed by the words, OR EQUAL. Proof satisfactory must be provided by Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.
- 6. Bids may be amended or withdrawn by the party submitting such bid or by their authorized representative, up until the scheduled opening time. No bid may be amended or withdrawn thereafter **regardless of the circumstances**.
- 7. Prices quoted in all bids shall be delivered prices, exclusive of all Federal and State excise, sales, and manufacturer's taxes.
- 8. All bids which do not contain a firm stated price for the item(s) required will be considered informal and will not be considered. Any bid containing an escalator clause will not be considered.
- 9. The City of Boaz is to be protected against any increase above the price in the bid until all materials covered by this bid have been delivered.
- 10. Discounts, if any, will be figured from the date of acceptance by the City, regardless of date of delivery or invoice.
- 11. The City will assume no transportation or handling charges other than specified in the bid.
- 12. The City shall have thirty days from the date of the opening of the bids before rewarding a contractor or rejecting the bids.
- 13. The City reserves the right to have demonstrated to its designated representatives, any and all items bid **before** making the award.
- 14. All items bid will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected and shall be replaced by the vendor at no cost to the City of Boaz.
- 15. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- 16. The successful bidder shall indemnify and save harmless, the City of Boaz, against any and all claims for royalties, patent infringements or suits for information hereon which be involved in the manufacture or use of the items furnished.
- 17. Bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: Qualities of the commodities proposed to be supplied; their conformity with specifications; the purposes for which required; the

terms of delivery; transportation charges; date of delivery; and other objective and accountable factors which are reasonable.

- 18. The City of Boaz reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, re-advise and/or take other steps to pursue the best interest of the City.
- 19. Pictures, descriptions and specifications taken directly from manufacturer's brochure shall accompany all bids. Bids not containing this information **WILL BE SUBJECT TO REJECTION**.
- 20. A certificate of Workers Compensations and liability insurance coverage is required for work or services on City of Boaz property. This must be provided before bid is awarded.
- 21. A list of all equipment to be used is required to be furnished with the bid.
- 22. The lawn maintenance will be for approximately 32 times per year. Bidder will need to be willing to work with the City if there are special events requiring areas to be maintained before the scheduled time.
- 23. Successful bidder will be required to purchase a City of Boaz business license.