



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 290-2022**

**SUPPLY AND DELIVERY OF 35 FT. SIGNALS STREET LIGHTING JOINT USE  
POLE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF 35 FT. SIGNALS STREET LIGHTING JOINT USE POLE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 9, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least ten (10) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B9.4.1 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

## **B10. DISCLOSURE**

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B10.2 The Persons are:
- (a) N/A.

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

- B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
  - (b) relationships;

- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

**B11.3** In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B11.4** Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B11.5** Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B11.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

**B12.1** The Bidder shall:



- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D7);
  - (e) be a regular member of the American Galvanizers Association;
  - (f) shall produce evidence that the plant has been fully approved by the CWB to the requirements of CSA W47.1 Division 2.1 for welding of steel structures;
  - (g) Have demonstrated the ability to supply and deliver work(s) with Quality Control and Assurance Standards according to past Contracted delivery requirements and time lines; and
  - (h) Have demonstrated the resources, facilitates and capabilities to quickly and efficiently effect repairs or remediation to the satisfaction of Contract administrators, or other customers, on issues with Work(s) on previous Contract(s) to meet the specifications and requirements of the supplied Work, regardless of time of year or environmental conditions.
- B12.4 The Bidder shall comply with the specifications stated in the Section PART E - SPECIFICATIONS. The Bidder shall insure material supplied and processes shall meet the CSA, ASTM, ASME requirements stated in this Tender. Deviations and/or substitute material will not be accepted. The Bidder shall be able to supply all documentation referencing the CSA, ASTM specifications and standards.
- B12.5 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

### **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

### **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of supply and delivery of 35 Ft. Signals Street Lighting Joint Use Pole for the period from date of award until March 31, 2023, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on April 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. DEFINITIONS**

- D4.1 When used in this Tender:
- (a) "**AASHTO**" means American Association of State Highway Transportation Officials;
  - (b) "**ASME**" means American Society of Mechanical Engineering;
  - (c) "**ASTM**" means American Society for Testing and Materials;
  - (d) "**CSA**" means Canadian Standards Association;
  - (e) "**CWB**" means Canadian Welding Bureau;
  - (f) "**ETL**" means Electrical Testing Laboratory, a Division of Intertek Group;
  - (g) "**ITE**" means Institute of Transportation Engineers;
  - (h) "**SSPC**" means The Society for Protective Coatings.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:
- Janos Saluta  
Construction Coordinator
- Telephone No.: 204-330-2869  
Email Address: jsaluta@winnipeg.ca

#### **D6. NOTICES**

- D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

## **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 Within twenty-one (21) calendar days of the date recorded on the notice of award from the City, the contractor must send to the Contract Administrator the required documents and samples as noted below
- (a) Shop Drawings for all manufactured components as noted in E6;
  - (b) Welding procedures for all welded components;

- (c) Photocopies of CWB of CSA 47.1-03 certifications of fabricators that will be responsible for manufacturing the steel poles; and
- (d) Any requested pre-production samples and/or documentation (please note process and timeline in E5).

- D9.3 If required, within seven (7) calendar days, the Contractor must re-address all deficiencies and/or requests noted by a Contract Administrator for details listed in D9.2.
- D9.4 For each purchase order issued and within forty-two (42) calendar days of the date recorded on the purchase order from the City, the Contractor must provide to the Contract Administrator copies of mill test certificates for all steel utilized.
- D9.4.1 Lower grade steel shall not be acceptable (despite favourable published mill test results).
- D9.5 Within twenty-eight (28) calendar days of the Contract Administrator advising the Contractor that the original mill certificates are unacceptable, the Contractor must re-submit new mill test certificates for all steel utilized.
- D9.6 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) the direct deposit application form specified in D16.
  - (b) the Contract Administrator has received and approved all requested samples;
  - (c) the Contract Administrator has confirmed receipt and issued approvals for all details listed in D9.2;
  - (d) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting;
  - (e) A Purchase order has been received from the City of Winnipeg Public Works Stores personnel noting the quantity of material required; and
  - (f) The Contract Administrator has confirmed receipt and issued approvals for mill test certificates within the timeline specified in D9.4 and D9.5.

## **D10. DELIVERY**

- D10.1 Prior to shipping, all required documentation must have been received and approved by the Contract Administrator.
- D10.2 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:
- Public Works Stores  
1277 Pacific Avenue  
Winnipeg, MB
- D10.3 Goods shall be delivered within one hundred twenty (120) Calendar Days of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D10.4 The Contractor shall provide delivery date notification to City Stores personal at least two (2) Business Days before delivery.
- D10.4.1 Failure to provide that pre-notification may result in the inability to offload goods on arrival. Offloading delays as a result of the failure of the Contractor providing pre-notification may extend the delivery timeframe, and may result in Liquidated Damages being assessed for every Calendar day beyond the delivery period specified in D9.4.
- D10.5 Goods shall be delivered between 9:00 a.m. and 2:30 p.m. on Business Days.



- D10.6 A bill of lading shall be prepared by the Contractor and clearly identify all components being delivered.
- D10.7 Cap plates and bolts shall be installed hand-tight to applicable components prior to delivery.
- D10.7.1 All covers shall be installed and complete in every aspect. All access panel fasteners shall be installed hand-tight prior to delivery.
- D10.8 For ease of unloading, similar sized structures shall be arranged as bundles. Each bundle shall consist of layers of structures, with each layer having not more than four (4) structures wide (horizontally) and each bundle not having more than three (3) layers of structures high (vertically). No bundle shall consist of more than 12 structures.
- D10.8.1 Structure styles shall not be mixed when bundled.
- D10.9 Weight limit on item bundles: maximum 4,000 lbs. / 2 Tonnes.
- D10.10 Wood blocking with dimensions of not less than 3 inches x 3 inches must be placed and secured between different bundles of items.
- D10.11 The bundles of components shall be placed and positioned on timber blocking during loading and secured with nylon ropes during transportation. Use of steel banding directly against hot-dip galvanized surfaces shall not be permitted.
- D10.12 Maximum Loaded Height shall be not more than 8 feet / 2.5 metres above flatbed deck or 14 feet / 4.25 metres above grade (when delivered on high-bed deck).
- D10.13 City Stores personnel shall off-load goods at the delivery location. Bundled items moved by City personnel shall be unloaded by forklift unit.
- D10.13.1 If the goods cannot be unloaded by a 4,000 lb / 2 Tonne capacity forklift, the Contractor shall supply all necessary equipment and personnel to offload the goods as directed. The Contractor may need to arrange alternate means to lift and move items on delivery. This may involve the use of nylon ropes, canvas straps or other approved methods. Use of steel chains and steel hooks directly in contact with hot-dip galvanized surfaces shall not be permitted.
- D10.14 Goods shall be inspected by the Contractor Administrator or designated representative upon receipt.

## **D11. LIQUIDATED DAMAGES**

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10.3 Delivery the Contractor shall pay the City seven hundred eight dollars (\$708.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D12. COVID-19 SCHEDULE DELAYS**

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

- D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in D10 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

### **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.
- D13.2 It is expected that the City will place one (1) order for the quantities stated in Form B for the initial contract.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;

- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### **D16. PAYMENT**

D16.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

#### **D17. PAYMENT SCHEDULE**

D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### **WARRANTY**

##### **D18. WARRANTY**

D18.1 Warranty is as stated in C11.

#### **DISPUTE RESOLUTION**

##### **D19. DISPUTE RESOLUTION**

D19.1 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D19.2 The entire text of C19.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D19.3 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
  - (i) The Contract Administrator;

- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.
- D19.3.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D19.3.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.3.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.3.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

### THIRD PARTY AGREEMENTS

#### D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D20.2 Further to D20.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D20.3 For the purposes of D20:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D20.4 Indemnification By Contractor
- D20.4.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D20.5 Records Retention and Audits
- D20.5.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

- D20.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D20.5.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D20.6 Other Obligations
- D20.6.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D20.6.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D20.6.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D20.6.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D20.6.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D20.7 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 2013, 6 <sup>th</sup> Edition
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A143	Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
ASTM A780	Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
CSA G40.21M	General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel
CSA W47	Certification of Companies for Fusion Welding of Steel
CSA W48	Filler Metals and Allied Materials for Metal Arc Welding
CSA W59	Welded Steel Construction (Metal Arc Welding)

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
290-2022 Drawing ST-111-R2.pdf	Access Panel
290-2022 Drawing ST-158 Sht1-R1.pdf	35 Ft. Signals Street Lighting Joint Use Pole. Sheet 1
290-2022 Drawing ST-158 Sht2-R1.pdf	35 Ft. Signals Street Lighting Joint Use Pole. Sheet 2
290-2022 Drawing ST-158 Sht3-R1.pdf	35 Ft. Signals Street Lighting Joint Use Pole. Sheet 3
290-2022 Drawing ST-163-R1.pdf	Lower Handhole and Cover
290-2022 Drawing ST-164-R1.pdf	Cover for Wiring Access Panel
290-2022 Drawing TS-IMP1.pdf	Impact Test Setup
290-2022 Table TS-RPD1.pdf	Pole and Davit Interconnecting Dimensions

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. GOODS

E2.1 The Contractor shall supply 35 Ft. Signals Street Lighting in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – 35 Ft. Signals Street Lighting Joint Use Pole shall be as per Work Item Specification Details contained in E3 to E23.

- (a) Notwithstanding details on Drawing No. 290-2022\_ST-111-R2.pdf, the terminal strip bracket (Item Detail 2) and the associated saddle bracket (Item Detail 10) are not required to be supplied with any pole.
- (b) Notwithstanding details on Drawing No. 290-2022\_ST-158 Sht1-R1.pdf, the Tolerances (Notes: 2) shall be as per E23.4.3(a).

### **E3. GENERAL**

#### **E3.1 Description**

- E3.1.1 The Work covered under this document shall be understood to include all operations related to the supply, fabrication, and delivery of new steel traffic signal poles and arms and associated components including non-metallic access panel covers.
- E3.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of the Work as hereinafter specified.

### **E4. EQUIPMENT**

- E4.1 All equipment used by the Contractor shall be of a type of approved by the Contract Administrator and shall be kept in good working order.

### **E5. PRE-PRODUCTION SAMPLE ITEM REQUIREMENT**

- E5.1 Within the period specified in E5.4, the Contract Administrator may require one (1) pre-production 'sample unit' of any item (or part of item) that has been bid for detailed inspection and testing prior to delivery of order.
  - E5.1.1 The Contract Administrator may request an 'un-finished pre-production sample unit' for inspection.
- E5.2 Any pre-production sample unit described in E5.1 is to be considered separately from any other sample provided during the bid process (as detailed throughout **PART B – BIDDING PROCEDURES**)
- E5.3 The Contractor is responsible for paying all transportation charges for all sample units(s).  
**Sample Unit Supply Period**
- E5.4 The Contractor shall supply any requested pre-production sample unit within twenty-one (21) Calendar days following the notification by the Contract Administrator. Failure to supply the sample unit within the prescribed period may result in cancellation of the order.
  - E5.4.1 By mutual agreement, the initial sample unit supply period may be changed.
- E5.5 The Contractor shall notify the Contract Administrator of any deviations in the sample unit from the requirements of the Contract.
- E5.6 The condition state of the pre-production sample unit shall be based on meeting the essential requirements of this specification and other specifications as noted in E1.2. All items supplied thereafter shall perform equal to or better than the approved pre-production sample unit.
- E5.7 The Contract Administrator will inspect the sample unit. Upon completion of the inspection, one of the following condition states will apply:
  - (a) Approved as submitted;
  - (b) Approved Subject to Changes; or
  - (c) Rejected.

- E5.8 For each sample unit that receives the condition state of Approved as submitted the Contractor shall supply similar item(s) in fulfillment of each order that will be expected to perform similarly to the sample unit that was approved.
- E5.9 For each sample unit that receives the condition state of Approved Subject to Changes, the Contractor is required to promptly make all changes that the Contract Administrator has requested which are consistent with the Tender. Following notification of condition state of that sample unit, the Contractor shall re-submit their re-worked sample unit within seven (7) Calendar days to the Contract Administrator for re-inspection and approval unless otherwise directed by the Contract Administrator. When re-submitting the sample unit, the Contractor shall notify the Contract Administrator in writing of any and all changes other than those requested by the Contract Administrator.
- E5.9.1 By mutual agreement, the re-worked sample unit supply period may be changed.
- E5.10 For each sample unit that receives the condition state of Rejected, the Contract Administrator may instruct the Contractor to re-submit another pre-production sample unit for inspection (as mentioned in E5.7) within seven (7) Calendar days.
- E5.10.1 By mutual agreement, the rejected sample unit supply period may be changed.
- E5.11 The Contractor shall not supply additional sample unit(s) until that sample unit under review has been approved in writing by the Contract Administrator.
- E5.12 Contractors shall have only one (1) opportunity to re-submit a sample unit for Approval.
- E5.12.1 For all samples re-submitted, either a Condition state of 'Approved as submitted' or "Rejected" will be applied.
- E5.13 Should any re-submitted sample unit receive the Condition state of 'Rejected'. It shall be understood that the Contractor has failed to demonstrate necessary experience and equipment to perform the Work in strict accordance with the terms and provisions of the Contract, and the City may consider canceling the award of Contract.
- E5.14 The Contract Administrator remains the sole authority to allow the Contractor to provide a second re-submission of re-worked pre-production samples.
- E5.15 If supplied unfinished, the sample unit will be returned to the Contractor at the Contractor's expense.
- E5.16 If the finished sample unit is Approved as submitted, that sample unit shall be deemed to be the first delivered under the Contract and payment will be made accordingly.
- E5.16.1 If the finished sample unit either approved subject to change(s) or rejected, the sample unit will be returned to the Contractor at the Contractor's expense, and no payment will be made.
- E6. SHOP DRAWINGS**
- E6.1 Within the period stated in D9.2, the Contractor shall submit to the Contract Administrator, Shop Drawings sealed by a Professional Engineer, registered or licensed to practice in the Province of Manitoba, in triplicate for approval prior to any fabrication. Shop Drawings shall be complete and shall include all information such as material specifications, weld sizes, bills of material, welding procedures, design criteria, etc.
- E6.2 Shop Drawings shall accurately reflect materials, dimensions and tolerances as shown on City-supplied Certified Detailed Drawings.
- E6.3 Approval of Shop Drawings by the Contract Administrator will be for general agreement only and in no case will the Contractor be relieved of the responsibility for completeness or adequacy of fabrication materials and procedures.



E6.4 No fabrication shall commence until Shop Drawings have been reviewed and approved by the Contract Administrator and returned to the Contractor. All costs resulting from any changes or due to failure to have shop drawings so reviewed shall be borne by the Contractor.

E6.5 Shop Drawings shall indicate the total weight and center of gravity of each component for lifting and rigging purposes.

## **E7. CONSTRUCTION METHODS**

E7.1 Sufficient reinforced access panels and wiring holes shall be provided for wiring of the structures as shown on the Drawings.

E7.2 If applicable, traffic signal support structures shall be so fabricated that erection can be achieved by means of bolted connections.

## **E8. MATERIALS**

E8.1 The Contractor shall be responsible for the supply, safe storage, and handling of all materials set forth in this Specification.

E8.2 All materials used for fabrication of traffic signal support structures shall be new, previously unused material.

E8.3 The Contractor shall be responsible for making a thorough inspection of materials to be supplied under this Contract. All material shall be free of surface imperfections and other defects.

### **E8.4 Handling and Storage of Materials**

E8.4.1 All materials shall be handled in a careful and workmanship-like manner, to the satisfaction of the Contract Administrator.

### **E8.5 Structural Steel**

E8.5.1 Structural steel for all components of the traffic signal support structures shall be in accordance with CSA Standard G40.21 M (latest edition).

E8.5.2 The grade supplied shall be in accordance with the grades shown on the Drawings.

E8.5.3 For purposes of hot-dip galvanizing, the silicon content in the steel shall be controlled as follows:

(a) For monotubular steel shafts, to within 0 to 0.03%, or from 0.15% to 0.22%.

(b) For base, flange and gusset plates and other miscellaneous steel, below 0.30%.

E8.5.4 The Contractor is advised that copies of mill test certificates showing the chemical and physical properties of all structural steel to be supplied under this Specification must be supplied to the Contract Administrator and be found acceptable prior to commencement of fabrication.

E8.5.5 Steel shall not be acceptable unless the mill test certificate states the grade to be in accordance with the grades stated on the Drawings. Lower grade steel shall not be acceptable (despite favourable published mill test results). Items fabricated without steel certification shall be rejected.

E8.5.6 All costs resulting from any changes or due to failure to have submissions reviewed shall be borne by the Contractor.

### **E8.6 Welding Consumables**

E8.6.1 The selection, supply, storage and maintenance of electrodes and fluxes for all processes shall be according to CSA W59 requirements (latest edition) and CSA W48 (latest edition).

Only controlled hydrogen designation electrodes and low hydrogen wire consumables shall be used for shielded metal arc welding and flux-cored arc welding processes, respectively.

#### **E8.7 Miscellaneous Materials**

- E8.7.1 Miscellaneous material incidental to this Work shall be as approved by the Contract Administrator.
- E8.7.2 Miscellaneous fasteners shall be in accordance with the type and dimensions shown on the drawings.
- E8.7.3 Steel pipe for miscellaneous tenons and pipe penetrations shall be in accordance with ASTM A53 (latest edition), Grade B, Schedule 40 unless otherwise shown on the Drawings.

#### **E9. FABRICATION**

- E9.1 All fabrication shall be carried out in accordance with this Specification and the Contract Drawings, as well as AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 2013, 6<sup>th</sup> Edition, plus all subsequent revisions.
- E9.2 The punching of identification marks on the members shall not be allowed.
- E9.3 Any damage to members during fabrication shall be drawn to the attention of the Contract Administrator in order that the Contract Administrator may approve remedial measures.
- E9.4 Dimensions and fabrication details that control the field matching of parts shall receive careful attention.
- E9.5 All portions of the Work shall be neatly finished. Shearing, cutting, clipping, and machining shall be done neatly and accurately. Finished members shall be true to line, free from twists, bends, sharp corners, and edges.
- E9.6 Cut edges shall be true and smooth and free from excessive burrs or ragged breaks. Re-entrant cuts shall be avoided wherever possible. If used, they shall be filleted by drilling prior to cutting.
- E9.7 All holes shall be free of burrs and rough edges for inner and outer faces.

#### **E10. COMPONENTS**

##### **E10.1 Access Panel Cover Fasteners**

- E10.1.1 Hex Bolts for securing the access panel covers shall be in accordance with ASTM F593 Type 316 stainless steel, fully threaded.
- E10.1.2 The Tamper Proof Cup Washer shall be in aluminum in accordance with ASTM B209 Grade 3003-H14.

##### **E10.2 Miscellaneous Materials**

- E10.2.1 Miscellaneous material incidental to this Work shall be as approved by the Contract Administrator.

#### **E11. WELDING**

- E11.1 Welding of steel structures shall be in accordance with CSA W59, "Welded Steel Construction".
- E11.2 All seams shall be continuously welded and free from any slab, splatter and excess weld material. Longitudinal welds shall be a minimum of 60% penetration, except where noted on the drawings, which shall be 100% penetration. All circumferential groove welds shall be 100% penetration with an internal backup strip provided. Care shall be taken to ensure that excess weld material does not hamper functionality of structure.

- E11.3 Longitudinal seam welds in horizontal supports shall be located at the top of the horizontal members.
- E11.4 Welds joining monotubular column or arm elements to base or flange plates shall be unequal leg welds, with the long leg of the weld along the column or arm. The termination of the longer weld leg shall contact the shaft's surface at approximately a 30° angle.
- E11.5 All welds shall be ground smooth and flush with the adjacent surface prior to hot-dip galvanizing. This requirement is significant on intermating slip areas on davit shaft and davit arm due to tight tolerances post galvanizing.
- E11.6 Each signal support structure shall have a raised structure identification number with a welding electrode (as noted in E15).

## **E12. SURFACE PREPERATION AND CLEANING**

- E12.1 Surface preparation and cleaning of materials prior to hot-dip galvanizing shall be in accordance with SSPC Specification SP6, "Commercial Blast Cleaning", unless otherwise specified herein.
- E12.2 The Contractor shall ensure that all exterior surfaces are blast cleaned prior to pickling to achieve the minimum zinc coating mass of 610 g/m<sup>2</sup>. All welding and provision of holes is to be completed prior to surface preparation and cleaning, except where shown on the Drawings.
- E12.2.1 Sandblasting and cleaning of signal structures is the preferred method of preparing surfaces for hot-dip galvanizing.

## **E13. HOT-DIP GALVANIZING**

- E13.1 All exterior surfaces of the structures shall be hot-dip galvanized in accordance with the requirements of this Specification.
- E13.2 The hot-dip galvanizing plant shall be a Regular Member of the American Galvanizers Association Inc.
- E13.3 Hot-dip galvanizing of structural steel shall be in accordance with ASTM A123 (latest edition) for a minimum net retention of 610 g/m<sup>2</sup>.
- E13.4 The Contractor shall safeguard against embrittlement of the fabricated steel in accordance with ASTM A143 (latest edition) "Standard Practice for Safeguarding against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement".
- E13.5 Adequate venting and drainage holes shall be provided in enclosed sections for hot-dip galvanizing. The galvanizing facilities shall be consulted regarding the size and location of these holes. Holes shall be provided by drilling and not burning. The location and size of all venting and drainage holes shall be shown on the Contractor's shop drawings. All venting and drainage holes for hot-dip galvanizing shall be plugged with non-corroding tapered plugs after the galvanizing process.
- E13.6 Prior to fabrication, the dimensional limitations on the size and shape imposed by the galvanizing facilities shall be determined for hot-dip galvanizing the signal structures.
- E13.7 The galvanizing coating on outside surfaces of signal structures shall be generally smooth and free of blisters, lumpiness and runs. In particular, the outside surfaces of the bottom 2.5 m of the vertical support members shall have a smooth finish equal to the finish on hot-dipped galvanized handrails.
- E13.8 After hot-dip galvanizing, all sharp edges and shards of galvanizing material on the exterior of shafts shall be removed. The same standard of care shall apply to all accessible interior surfaces including any intermating or mounting surfaces, access panel openings and locations where fasteners are attached.

E13.9 In addition to the provision of corrosion protection by the galvanized coating, the aesthetic appearance of the structure after hot-dip galvanizing shall be a criterion in the acceptance or rejection of the galvanized coating. The galvanized coating on the entire structure shall have a uniform “silver” color and luster. Galvanizing with parts of the structure having dull grey coating or streaks or mottled appearance shall not be acceptable.

E13.9.1 If the galvanizing is rejected for aesthetic reasons, the Contractor shall rectify the appearance by applying spray-on molten zinc metallizing with 85/15 zinc/aluminum alloy. The metallizing shall be carried out in the shop before the structure is delivered.

E13.10 The Contractor shall verify the thickness of galvanized coatings as directed by the Contract Administrator.

E13.11 All threaded components shall be re-threaded after the structures have been hot-dip galvanized.

E13.12 The drain holes located on the underside of the arm near the flange shall be left open.

E13.13 The structures shall be stored on timber blocking after hot-dip galvanizing.

E13.14 Hot-dip galvanized structures in storage shall be arranged in such a way to allow adequate venting of the bundle and minimize the presence of moisture in contact with the structures.

#### **E14. HOT-DIP GALVANIZING DEFECT REPAIR**

E14.1 In the event that repairs to the galvanizing coating are required, repair materials and practices shall be supplied and performed in accordance with ASTM A780 (latest edition) “Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings”.

E14.2 Other defects and contaminants in the galvanizing coating, such as heavy dross protrusions, flux inclusions and ash inclusions shall be grounds for rejection of the galvanizing coating system.

#### **E15. STRUCTURE IDENTIFICATION AND LABELS**

E15.1 Each signal support structure shall be provided with a raised structure identification number with a welding electrode. The signal support structure identification number shall be placed before hot-dip galvanizing. Structure Identification Numbering is covered separately for each item in this Specification.

E15.2 For tracking purposes on each purchase order issued, the City shall supply to the Contractor rectangular self-adhesive bar-coded labels and label tracking forms.

E15.3 The labels shall be placed on the vertical (shaft) and horizontal (arm) components after galvanizing and touch-up is complete under conditions and in positions as noted below.

E15.3.1 The barcode labels shall be applied when surface temperatures are greater than 10°C.

E15.3.2 The flat surface where the barcode label will be affixed shall be cleaned using rubbing alcohol and after a drying period shall be free of dust or other loose material.

E15.3.3 Pole shafts: the position of the barcode label on the pole shaft shall be affixed 0.1 metre above the access panel opening on the same octagonal pole face as the opening. The barcode label shall be horizontally centered across the octagonal face of the pole. If the edges of the horizontal barcode label will overhang the mounting surface on the pole shaft, the barcode label shall be rotated 90 degree to the left and placed vertically centered across the same octagonal face of the pole shaft.

E15.3.4 Davit arms: the position of the barcode label on the davit arm shall be affixed 0.3 metres from the raised structure identification number. The barcode label shall be centered in line on the same narrow octagonal face of the davit arm as the structure identification number.

E15.4 All adhesive labels shall be affixed prior to shipment.

E15.5 For each barcode label affixed, details regarding each structure shall be recorded on a form supplied by the City.

E15.6 All unused labels (as described in E15.2) and all completed barcode forms (as described in E15.5) shall be re-packaged and returned to the Contract Administrator. The Contractor shall contact the Contract Administrator for instructions on the best method to return the unused labels and completed forms.

## **E16. QUALITY CONTROL**

### **E16.1 General**

E16.1.1 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator, including all operations from the selection and production of materials, through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works that are not in accordance with the requirements of this Specification.

E16.1.2 The Contractor shall be responsible for making a thorough inspection of materials to be supplied under this Contract. All material shall be free of surface imperfections and other defects.

### **E16.2 Welding Qualifications**

E16.2.1 The Contractor shall produce evidence that the plant has been fully approved by the CWB to the requirements of CSA W47.1 Division 2.1 for welding of steel structures.

E16.2.2 Approved welding procedures shall be submitted to the Contract Administrator prior to fabrication of any steel items.

## **E17. QUALITY ASSURANCE**

E17.1 In addition to the Contractor's own Quality Control testing, all materials, welding procedures and steel fabrication including hot-dip galvanizing shall be inspected and tested for compliance with the Specifications and Drawings.

E17.2 For each purchase order issued and within seventy-five (75) Calendar days of the date recorded on the purchase order, the Contractor shall hire an independent testing agency certified by the Canadian Welding Bureau to carry out shop fabrication inspection and testing of the coating system before the structures are approved ready for installation.

E17.3 The Contractor shall immediately provide to the Contract Administrator contact information of the hired independent testing agency. That information shall include:

- (a) Agency name and street address
- (b) Copy of Agency's CWB Certification
- (c) Contact person's name and job title
- (d) Email address
- (e) Daytime telephone number
- (f) Fax number
- (g) Inspector's name
- (h) Inspector's Certifications
- (i) Date that the first inspection occurred

E17.4 The hired inspector shall have access to all of the fabricator's normal quality control records for this Contract, specified herein.

## **E18. INSPECTION AND TESTING REPORTS**

- E18.1 For each purchase order issued and within one hundred twenty (120) Calendar days of the date recorded on the purchase order, the Contractor's inspector shall prepare and submit dated reports detailing inspections, tests conducted and results. Inspections and testing requirements are detailed in E18.2. Full-colour, high-resolution photographic images showing units in various stages of fabrication should be included in these reports.
- E18.2 Inspection and testing reports shall include results from:
- (a) Visual inspection of 100% of welds;
  - (b) Magnetic particle testing of a random 10% of seam welds;
  - (c) Magnetic particle testing of a random 25% of base plate welds;
  - (d) Visual inspection of 100% of all surface preparation prior to shipping for hot-dip galvanizing; and
  - (e) Visual inspection of 100% of all hot-dip galvanizing and coating thickness prior to shipping.
- E18.3 Within forty-five (45) Calendar days of agency hire date, the independent testing agency shall inspect, test and prepare an interim report on all materials, welding procedures and steel fabrication processes including hot-dip galvanizing, noting compliance or non-compliance with these specifications and drawings.
- E18.3.1 Copies of inspection and test reports (both by in-house inspectors and by outside inspectors) shall be prepared as described in E20.

## **E19. INSPECTION REPORT DETAILS**

- E19.1 At time of order delivery, the independent testing agency shall deliver to the Contract Administrator all completed inspection reports which includes the following information and features:
- (a) Summary of inspection dates;
  - (b) Description of items inspected;
  - (c) Scope of inspections;
  - (d) Specifications governing inspection;
  - (e) Description of test methods;
  - (f) Summary of inspection results; and
  - (g) Photographs representative of inspection findings.
- E19.2 All completed inspection reports shall be signed and sealed by a Level III Canadian Welding Bureau Certified Welding Inspector.
- E19.3 The date on any inspection report shall be no later than the date when each order was successfully delivered to the City.
- E19.4 All copies of inspection reports shall be prepared as described in E20.

## **E20. REPORT FORMATS**

- E20.1 All inspection reports shall be available in PDF format.
- E20.2 Inspection reports shall be sent to the Contract Administrator's email account as email message attachments. Please note that there is a 15-megabyte email message size limit (including attachments). If necessary, the inspection report may need to be sent using multiple email messages.

E20.2.1 Alternatively, reports may be stored on a file storage server that an internet-connected workstation would be able to access. The reporting agency would need to provide login details via email message to the Contract Administrator to allow access to these stored files. Copies of stored file reports would be retrieved and placed on the City's computer network. All inspection reports and related files on the file storage service shall remain accessible for a minimum of 90 Calendar days following each other delivery.

## **E21. UNACCEPTABLE WORK**

E21.1 Welds that are found by any of the inspection and testing methods to be inadequate and unsatisfactory shall be repaired in accordance with CSA W59 and then retested. The cost of the repairs and the cost of the retest shall be paid for by the Contractor.

E21.2 Defects in hot-dip galvanizing shall be rectified as directed by the Contract Administrator in accordance with E14.1.

E21.3 No repair shall be made until agree to by the Contract Administrator.

## **E22. TESTING**

E22.1 Notwithstanding the Contractor's own quality control testing of all materials, the Contract Administrator may arrange for inspection of welding procedures and steel fabrication to ascertain compliance with the Specifications and Drawings.

E22.2 A testing agency may be engaged to work with the Contract Administrator to carry out shop inspections and fabrication testing of the work throughout the manufacturing process. The Contractor shall cooperate fully with the testing firm. The firm shall have access to all the Contractor's normal quality control records associated with this Contract.

E22.3 Testing may include radiographic inspection and magnetic particle inspection, as determined by the Contract Administrator. Weld inspection shall be carried out in accordance with the requirements of CSA W59-03. Welds found by any of the inspection methods to be inadequate and unsatisfactory shall be repaired in accordance with CSA W59-03 and then retested. The cost of the repairs and the cost of the retest shall be paid for by the Contractor. No repair shall be made until agree to by the Contract Administrator.

## **E23. 35 FT. SIGNALS STREET LIGHTING JOINT USE POLE**

E23.1 The 35 Ft. Signals Street Lighting Joint Use Pole are comprised of the following two (2) component assemblies:

- (a) Signals Street Lighting Joint Use Pole Shaft, hereinafter referred to pole shaft; and
- (b) Signals Street Lighting Joint Use Davit Arm, hereinafter referred to davit arm

E23.2 The Contractor shall supply and deliver pole shaft and davit arm that are suitable for use when intermated together.

- (a) Notwithstanding details on Drawing No. 290-2022\_ST-111-R2.pdf, the terminal strip bracket (Item Detail 2) and the associated saddle bracket (Item Detail 10) are not required to be supplied with any pole shaft.
- (b) Notwithstanding details on Drawing No. 290-2022\_ST-158 Sht1-R1.pdf, the Tolerances (Notes: 2) shall be as per E23.4.3(a).

## **E23.3 Materials**

E23.3.1 The octagonal joint use pole shaft walls shall be fabricated from 7 Gauge structural steel meeting as a minimum the requirements of ASTM A570 Grade 50 (50 ksi Design Yield Strength).

- E23.3.2 The davit arm walls for the octagonal pole shaft shall be fabricated from 11 Gauge structural steel meeting as a minimum the requirements of ASTM A570 Grade 50 (50 ksi Design Yield Strength).
- E23.3.3 The 7 Gauge and 11 Gauge structural steel shall have a silicon content as per E8.5.3. Other components shall have silicon content controlled as required to prevent detrimental galvanizing effects.
- E23.3.4 Base plate material shall be steel meeting the requirements of CSA G40.21 44W.
- E23.3.5 The upper access panel cover shall be non-metal.
- E23.3.6 The lower handhole cover shall be minimum 11 Gauge steel meeting the requirements of ASTM A570 Grade 50.
- E23.3.7 Type 316 stainless steel (non-magnetic) hardware shall be used for:
- The  $\frac{3}{8}$ " x 1" long grounding bolt in the lower handhole, nut, flat washer and lock washer (Drawing No, 290-2022\_ST-158 Sht1-R1);
  - The  $\frac{3}{8}$ " x 4" long lower handhole cover mounting bolt and nut (Drawing No. 290-2022\_ST-163-R1);
  - The two  $\frac{3}{8}$ " x  $2\frac{1}{2}$ " long cover mounting bolts, the  $\frac{3}{8}$ " x  $1\frac{1}{2}$ " long mounting bolt (for the non-supplied terminal strip bracket), the  $\frac{1}{8}$ " x  $1\frac{1}{2}$ " long grounding bolt and the two grounding bolt nut's associated with the wiring access panel (Drawing No. 290-2022\_ST-164-R1 and Drawing No. 290-2022\_ST-111-R2).
- E23.3.8 Aluminum shall be used for the tamper-proof cup washers (Drawing No. 290-2022ST-163-R1 and Drawing No. 290-2022\_ST-164-R1), associated with the lower handhole cover and the wiring access panel cover.

**NOTE:** Steel shall not be acceptable unless the mill test certificates state the grade to be 50 ksi minimum yield. Lower grade steel shall not be acceptable (despite favorable published mill test yield results) and pole shafts fabricated without steel certification shall be rejected.

#### E23.4 Design Features

- E23.4.1 Each pole shaft and davit arm shall be complete in all respects. Shafts and arms shall be of shell type construction, octagonal in cross section and uniformly tapered.
- E23.4.2 **Base Plate:** Each pole shaft will be base mounted and therefore suitable for installation on a concrete foundation, break away base or on a steel screw in base using  $1\frac{1}{4}$ " anchor bolts or connecting bolts. On existing City of Winnipeg concrete bases with 1" anchor bolts, load configurations on Drawing No. 290-2022\_ST-159 Sht2-R1 and 290-2022\_ST-158 Sht3-R1 shall be used.
- Pole shaft shall have base plate as shown on (Drawing No. 290-2022\_ST-158 Sht1-R1). The base plate shall be G40.21 44W steel,  $1\frac{1}{4}$ " thick, 12" square, having  $1\frac{1}{2}$ " diameter bolt holes designed to suit  $1\frac{1}{4}$ " anchor bolts which are spaced on a  $11\frac{1}{2}$ " bolt circle diameter. The base plate corners shall be chamfered  $1\frac{5}{8}$ ". Flame access slots (if necessary) shall radiate from the anchor bolt holes to the outer corners of the base plate and shall be  $\frac{1}{4}$ " maximum width.
  - Pole shaft shall be welded to the base plate by continuous full penetration groove weld with backing ring. The backing ring shall be welded to base plate with continuous fillet weld. The tolerance for alignment of the base plate to the joint use pole shaft shall be plus or minus one inch at the top of the shaft from the perpendicular centerline of the base plate.
- E23.4.3 **Pole Shaft and Davit Arm:** The pole shaft shall consist of a straight shaft portion which tapers uniformly from the baseplate to the upper end of the shaft that shall support a street davit arm by means of a slip joint which permits feed-through of internal wiring (Drawing No. 290-2022\_ST-158 Sht-R1).



**NOTE:** Prior to shipping the final products, the manufacturer shall submit to the Contract Administrator copies of TS-RPD1 which is a table of measurements of the pole shaft dimensions as described in E23.4.3(a) and the davit arm dimensions as described in E23.4.3(a). The sample size for this table shall not be less than 10 percent of the order of randomly selected and identified pole shafts and davit arms (as indicated in E1.2, Drawing No.: 96-2021\_Table\_TS-RPD1).

- (a) The exterior dimensions measure “across the flats” of the pole shaft and davit arm after welds are cleaned of slag, splatter and excess weld materials (but prior to galvanizing) shall be as follows:
- (i) Exterior dimensions “across flats” at bottom of the pole shaft shall be 8” (+0”, -1/8”);
  - (ii) Exterior dimensions “across flats” at top of the pole shaft shall be 4<sup>5</sup>/<sub>16</sub>” (+0”, -1/8”);
  - (iii) Exterior dimensions “across flats” at bottom of the davit arm shall be 4<sup>7</sup>/<sub>8</sub>” (+1/8”, -0”);
  - (iv) Exterior dimensions “across flats” at top of the davit arm shall be 2<sup>3</sup>/<sub>4</sub>” (+0”, -1/8”).
- (b) The nominal spread (i.e. horizontal reach) of the davit arm, measured to the outer end of the tenon at the end of the octagonal portion of the arm, shall be 10’-0”. The davit arm shall be terminated with a 2” IPS (2<sup>3</sup>/<sub>8</sub>” outer diameter) pipe which shall project 8<sup>1</sup>/<sub>4</sub>” beyond the octagonal section of the davit arm and be at an angle of 7° above horizontal, when not bearing the weight of a steel light luminaire. Davit arm shall have a radius bend of 7’-6”, i.e. 90°. The tenon of assembled davit arm shall be nominally 35’ above the bottom of the base plate.
- (c) The pole shaft and matching davit arm shall have detailed, repeatable, close tolerance dimensions. The slip joint (at the top of the pole shaft) will make interchange-ability possible between pole shafts and other davit arms, whether provided under this Contract or those currently in the City’s stock.
- (i) To ensure correct fit of the davit arm and the pole shaft, the top of all finished pole shafts shall fit into the davit arms to an overlap distance of at least 8” and at most 12”.
  - (ii) To ensure correct fit of the pole shaft and the davit arm, the bottom of all finished davit arms shall overlap the pole shafts to an overlap distance of at least 8” and at most 12”.
- (d) The longitudinal seam weld of the davit arm shall be adjacent to the “flat” which is the “outermost” flat through the bend radius (Drawing No. 290-2022\_ST-158 Sht1-R1 identifies this as “Flat B”).
- (e) Each finished davit arm shall be symmetrical such that arm fits to finished pole shaft on any “flat to flat” angle (i.e. arm shall fit shafts at any of the eight (8) possible “flat to flat” mounting positions).
- (f) (Overall height of the pole shaft from its opening to bottom of the base plate shall be 25’-6” (+1”, -0”).
- (g) The total overall height of assembled pole shaft with davit arm shall be 35’ (+6”, -0”).

E23.4.4 **4<sup>3</sup>/<sub>8</sub>” x 24” (38 Circuit) Wiring Access Panel:** Each pole shaft shall be provided with a 4<sup>3</sup>/<sub>8</sub>” wide x 24” long (38 circuit) wiring access panel for termination of signal control cables. The (38 circuit) wiring access panel, upper and lower mounting brackets are shown on attached Drawing No. 290-2022\_ST-111-R2. The (38 Circuit) wiring access panel shall be located at a height of 46” ± 2” measured from centerline of panel to bottom of base plate.

E23.4.5 The (38 Circuit) access panel shall have a minimum clear opening of 4<sup>3</sup>/<sub>4</sub>” wide x 24” long except at the corners (which are rounded as per Drawing No. 290-2022\_ST-111-R2). The (38 circuit) access panel ring shall be fabricated either of one continuous length of steel

plate formed into a ring and welded at the junction, or may be formed of two symmetrical halves welded at the top and bottom of the panel opening.

- E23.4.6 Upper Mounting Bracket and the Electrical Grounding Bolt: An upper mounting bracket shall be provided with a  $\frac{1}{4}$ " x  $1\frac{1}{2}$ " long full-threaded Type 316 stainless steel grounding bolt and two stainless steel hexagonal nuts, for the connection of ground wire(s). The grounding bolt shall be installed in a drilled and tapped\* hole as shown on the upper mounting bracket, its threaded portion facing outwards, and its head welded to the rear of the upper mounting bracket. The treads of the ground bolt shall be kept clean and free of welding splatter etc. and shall either be protected during galvanizing, or rethreaded after.
- E23.4.7 Three U-type nuts are required: two to fasten the access panel cover, the other secures the non-supplied terminal strip mounting bracket to the upper mounting bracket. The three U-nuts must be installed after galvanizing. All three U-nuts shall be installed "edgewise" (that is, with the fold of the U-nut facing the side of the access panel ring, not facing the top or bottom of the ring).
- (a) The upper mounting bracket shall have two  $\frac{3}{8}$ " – 16 UNC (Unified Standard Coarse Thread) General Purpose U-type nuts installed (Aveco Part Number 10054, or equal).
  - (b) A lower mounting bracket shall also be installed as shown with one  $\frac{3}{8}$ " – 16 UNC General Purpose U-type nut to fasten the access panel cover.
- E23.4.8 Three corresponding Type 316 stainless steel full-thread hexagonal head bolts ( $\frac{9}{16}$ " across flats) are required.
- (a) Two stainless steel full-thread hexagonal head bolts ( $\frac{9}{16}$ " across flats), both  $\frac{3}{8}$ " x  $2\frac{1}{2}$ " long shall fasten the cover to the wiring access panel.
  - (b) A single stainless steel full-thread hexagonal head bolt ( $\frac{9}{16}$ " across flats), both  $\frac{3}{8}$ " x  $1\frac{1}{2}$ " long shall secure the non-supplied terminal strip bracket to the upper mounting bracket.
- E23.4.9 Prior to galvanizing, all sharp edges within the (38 circuit) access panel shall be ground smooth to eliminate any sharp edges or corners. The lower perimeter edge of the access panel ring, upper mounting bracket and lower mounting bracket shall be so treated.
- NOTE:** all tapped holes shall be checked / re-worked post-galvanizing for compliance to the dimensions shown in the pole specification for the mounting screw thread sizes.
- E23.4.10 **Cover for the (38 Circuit) Upper (Wiring) Access Panel:** The (38 Circuit) upper access panel shall be provided with a flanged, weatherproof non-metal cover or metal cover as per 290-2022\_Drawing\_ST-164-R1.
- (a) The "non-metal" type access panel cover shall be strong, durable, resistant to impact damage by acts of vandalism, ultraviolet stabilized, tamper proof and not subject to breakage or deformation under temperatures ranging from -40°C to +50°C.
  - (b) The intended function of the access panel cover is to:
    - (i) Prevent access to the interior of the access panel when secured with the supplied hex head bolts;
    - (ii) Prevent/limit the ingress of water, snow, or items;
    - (iii) Withstand acts of vandalism caused by impact, or prying;
    - (iv) Provide a service lifetime similar to the pole;
    - (v) Must maintain integrity of cover when bolts tightly fasten the access panel cover to the pole.
  - (c) The Contractor shall install the access panel covers prior to final delivery.
  - (d) The upper access panel cover material shall be a homogenous color throughout. The upper access panel cover material color shall be similar to the galvanized pole. Painted access panel covers are not acceptable.

- (e) For each order of 35 ft. signals street lighting joint use pole placed, the Contractor shall supply one (1) additional non-metal Access Panel Cover for each group of 20 joint use poles ordered. (Example: If 61 to 80 total joint use poles ordered, 4 additional covers shall be supplied. For 81 to 100 total joint use poles ordered, 5 additional covers shall be supplied.)

#### **Access Panel Cover Label and Details**

- (f) A label identifying the manufacturer and year of manufacture shall be permanently formed or etched into the inside face of the access panel cover with a minimum  $\frac{3}{8}$ " inch character height. The format is as follows:
- (i) XX – YR where XX shall be the abbreviation or logo of the Contractor's firm, followed by a dash, followed by YR which shall be the last two (2) digits of the year of manufacture;
  - (ii) No other logos or wordings shall be permitted on the exterior faces of the cover.
- (g) No other logos or wordings shall be permitted on the exterior faces of the cover. The upper access panel cover shall have a smooth and continuous circumferential perimeter flange. When mounted, the flange shall overlap the outside edge of the access panel ring sufficient to prevent driven snow or rain entry into the access panel, even at 35.6 post design wind pressure. The flange shall be located no greater than  $\frac{1}{4}$ " from the outside edge of the access panel ring. The flange depth shall be a minimum  $\frac{3}{4}$ " pm the left and right sides (greater is preferred) and  $\frac{7}{16}$ " on the top and bottom (greater is preferred). Flat covers will be rejected.
- (h) The upper access panel cover shall have a smooth and continuous internally extruded ring. The ring shall be located between  $\frac{1}{8}$ " and  $\frac{1}{4}$ " from the inside of the clear opening of the pole's access panel ring. The width and depth of the internal ring extrusion shall be sufficient as to provide rigidity to the cover, to channel rogue moisture away from the interior of the pole shaft, and not interfere with the mounting of the access cover. The ring shall have a maximum  $\frac{5}{8}$  inch width and a maximum depth of  $\frac{3}{8}$ " and not less than  $\frac{1}{4}$ " depth.
- (i) Any additional extrusions into the pole access opening shall be limited to  $\frac{3}{8}$ ". Extrusions exterior to the plane of the access panel's opening shall be limited to  $\frac{3}{4}$ " and shall be functional.
- (j) The upper access panel cover shall bear down onto the access panel ring and lay flush against the entire perimeter of the access panel ring when the cover is attached;
- (k) The upper access panel cover shall be fabricated of material with a minimum thickness of  $\frac{1}{8}$ ".
- (l) All edges on the upper access panel cover shall be smooth.
- (m) The upper access panel cover shall be secured to the access panel by two  $\frac{3}{8}$ " diameter by  $2\frac{1}{2}$ " long, fully threaded hexagonal head Type 316 stainless steel bolts (hex head bolts,  $\frac{9}{16}$ " across flats), each bolt complete with tamper proof cup washer (Drawing No. 290-2022\_ST-164-R1). The tamper proof cup washer shall have an internal diameter of  $\frac{13}{16}$ ".
- (n) The two holes in the upper access panel cover for the mounting bolts shall be circular,  $\frac{1}{2}$ " diameter and centered over the upper and lower bracket mounting holes both vertically and horizontally to match the U-nuts.
- (o) The Contractor shall install the upper access panel covers prior to final delivery.

#### **E23.4.11**

**Access Panel Cover Impact Testing:** The impact test involves elevating to a horizontal position a pendulum consisting of a 10 lb. weight mounted on one end of 6' arm, and releasing the pendulum to rotate a 90° arc to its lowest vertical resting point to impact the center of the access panel cover face which is affixed to the access panel opening on the pole shaft using the supplied hex bolts (as illustrated in Drawings). After being struck one time, the access panel cover will be examined for deformation or cracking. The access

panel cover will be found unacceptable if cracking appears, or deformation occurs that affects the required functionality as per E23.4.10(a) and E23.4.10(b).

(a) The access panel cover will be cold soaked for 4 hours at -30°C prior to testing.

E23.4.12 **4<sup>3/4</sup>" x 12" Lower Handhole:** Each pole shaft shall be provided with a 4<sup>3/4</sup>" wide x 12" long lower handhole for termination of street light cables. The lower handhole shall be located at a height of 12" ± 2" (centerline of handhole to underside of base plate) and centered on the same flat as the (38 circuit) wiring access panel. The lower handhole shall have a minimum clear opening of 4<sup>3/4</sup>" wide by 12" long, except the corners are rounded as per Drawing No. 290-2022\_ST-163-R1. The lower handhole ring shall be fabricated either of one continuous length of steel plate, 3/8" thick and 2<sup>1/2</sup>" wide, formed into a ring and welded at the junction or may be formed of two symmetrical halves welded at the top and bottom of the handhole opening. The lower handhole ring shall be welded into the pole shaft such that the outer edge of the handhole ring shall project out 1/2" from the flat within which the handhole is centered. Prior to galvanizing, all edges within the lower handhole shall be ground smooth to eliminate sharp edges or corners.

(a) Lower Handhole Cover: The lower handhole shall be provided with a flanged, weatherproof cover secured by one 3/8" x 3" long fully-threaded Grade 316 stainless steel bolt complete with aluminum cup type tamper proof washer, nut and steel clamp bar. The aluminum tamper proof cup washer shall conform to Drawing No. 290-2022\_ST-163-R1. The clamp bar shall be a 1/4" thick galvanized flat steel plate, 1<sup>3/4</sup>" wide and 14" long and shall have a drilled hole in its center with 3/8" stainless steel nut welded on to hold captive the 4" long bolt. The lower handhole cover shall have smooth continuous perimeter edges. The Contractor shall grind smooth any rough edges on the cover. Cover and clamp bar shall have both interior and exterior surfaces galvanized. The Contractor shall install the cover after the poles have been galvanized and after installation of nut and washers on the pole ground bolt as described in (b). prior to delivery.

(b) For each order of 35 ft. signals street lighting joint use pole placed, the Contractor shall supply one (1) additional lower handhole cover for each group of 20 joint use poles ordered. (Example: If 21 to 40 total joint use poles ordered, 2 additional lower handhole covers shall be supplied. For 41 to 60 total joint use poles ordered, 3 additional lower handhold covers shall be supplied).

E23.4.13 **Pole Grounding Bolt:** To provide internal connection for grounding conductors, a 3/8" x 1" long type 316 stainless steel bolt shall be welded to protrude from the inner shaft wall, on the flat immediately opposite the center of the lower hand hole opening. The pole grounding bolt shall be fully threaded. The Contractor shall install a stainless-steel nut, one stainless steel flat washer and one stainless steel lock washer to the grounding bolt after the pole and grounding bolt, has been galvanized and prior to delivery.

## E23.5 Certified Detailed Drawings

E23.5.1 The engineer certified detailed drawings include a material list and all dimensions and tolerances applicable to all critical dimensions. On the drawings, details are included for every element of the pole shaft and davit arm, including:

- (a) Base plate for the pole shaft;
- (b) 4<sup>3/4</sup>" x 12" lower handhole and cover;
- (c) 4<sup>3/4</sup>" x 24" (38 circuit) access panel detail;
- (d) 4<sup>3/4</sup>" x 24" access panel cover,
- (e) Tamper proof cup washer;
- (f) Overview of pole shaft and davit arm components.

**NOTE: Clamp on traffic signal arms are not part of this Tender.**

## E23.6 Structure Identification Number

- E23.6.1 Each pole shaft and each davit arm shall be provided with a raised structure identification number with a welding electrode. The structure identification number shall be placed before hot-dip galvanizing.
- E23.6.2 The format of the raised structure identification number shall conform to the following format "XX-YR - ####" where:
- (a) "XX" shall be the abbreviation or log of the Contractor's firm.
  - (b) "YR" shall be the last two (2) digits of the year of manufacture.
  - (c) "####" shall be a unique item number starting with "001" and proceeding consecutively for each additional component of that type during the year of manufacture.
- E23.6.3 Each character of the raised structure identification number shall be approximately 25 mm wide by 40 mm tall, with a 10 mm space between each character. The weld profile shall be a smooth half round bead approximately 2 mm tall by 3 mm wide.
- E23.6.4 Each character of the raised structure identification number shall be approximately 25 mm wide by 50 mm tall, with a 10 mm space between each character. The weld profile shall be a smooth half round bead approximately 2 mm tall by 3 mm wide.
- E23.6.5 The position of the structure identification number shall be shown on the approved shop drawings.
- (a) For the pole shaft, the raised structure identification number shall be located on Side A of the pole shaft and centered between the lower handhole and access panel.
  - (b) For the davit arm, the raised structure identification number shall be provided on Side B approximately 300 mm above the bottom of arm.
- E23.6.6 Prior to shipping, City-supplied self-adhesive structure labels must be affixed to finished items and structure details recorded as described in E15.

## E23.7 Design Standards

- E23.7.1 **AASHTO Standards:** The 35 ft. signals street lighting joint use pole for use with traffic signals clamp on arms is designed in accordance with the 2013 6<sup>th</sup> edition and latest revisions of The American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- E23.7.2 **Wind Loading:** The 35 ft. signals street light joint use pole is designed to withstand design wind pressure  $PHz = 0.00256 K_g V^2 I_r C_d$  pounds per square foot, where  $(0.00256 G V^2) = 25.6$  post,  $K_z$  as per AASHTO table 3-5 except not less than 1.0,  $I_r = 1.0$  for 50-year design life and  $C_d$  as per AASHTO table 3-6. This pressure is applied to the pole shaft including clamp on arms, with specific traffic signal head and sign attachments as herein described in E23.8 "Pole Attachment Configurations".

## E23.8 Pole Attachment Configurations

- E23.8.1 The 35 ft. signals street light joint use pole is designed to support a street light luminaire on the davit arm, as well as traffic signal heads, pedestrian signal heads, pedestrian corridor fixtures and traffic signs attached to the pole shaft and a traffic signal clamp on arm (not part of this Contract) when loaded as specified without distress. The structural design calculations and stress analysis considers the following configurations of attachments to the 35 ft. signals street light joint use pole (Drawing No. 290-2022\_ST-158 Sht2-R1):
- (a) **Configuration 1.** For traffic signal clamp on arm of 12' reach:
    - (i) Attachment on the davit arm:
      - ◆ One (1) 250-watt street light luminaire with effective projected wind load area of 2.15 sq. ft. – weight sixty (60) lbs.
    - (ii) Attachment on the pole shaft:
      - ◆ One 12' reach traffic signal clamp on arm and plumber, attached to the pole shaft. Top of arm flange 14'-11' above the bottom of the base, to

- provide a traffic signal head tenon mounting height of 19'-3" inches above the bottom of the base – weight two hundred (200) lbs
- (iii) Attachment on the 12' traffic signal clamp on arm and plumbizer:
- ◆ One (3 section x 12") traffic signal head: dimensioned 14" wide x 46" high – weight fifty (50) lbs. (mounted 15" from tenon centerline to top, 31" from tenon centerline to bottom)
  - ◆ One traffic sign: dimensioned 24" wide x 36" high – weight fourteen (14) lbs. (mounted next to the traffic signal head)
- (iv) The following additional attachments are mounted on the pole shaft:
- ◆ One (3 section x 12") traffic signal head: dimensioned 14" wide x 42" high – weight fifty (50) lbs. (mounted 12' above base to bottom of the traffic signal head)
  - ◆ Two pedestrian signal heads at 90 degrees: each dimensioned 13<sup>1</sup>/<sub>2</sub>" wide x 27" high – total weight fifty (50) lbs. (mounted 8'-7" above base to bottom of head and 16" out from edge to pole)
  - ◆ One traffic sign: dimensioned 36" wide x 12" high – weight ten (10) lbs. (mounted 10' above base to bottom of sign)
  - ◆ One traffic sign: dimensioned 5" wide x 8" high – weight five (5) lbs. (mounted 4' above base to bottom of sign)
- (b) **Configuration 2.** For a clamp on traffic signal arm of 12' reach:
- (i) Attachment on the davit arm:
- ◆ One (1) 250-watt street light luminaire with effective projected wind load area of 2.15 sq. ft. – weight sixty (60) lbs.
- (ii) Attachment on the pole shaft:
- ◆ One 12' reach traffic signal clamp on arm and plumber, attached to the pole shaft. Top of arm flange 14'-11" above the bottom of the base, to provide a traffic signal head tenon mounting height of 19'-3" inches above the bottom of the base – weight two hundred (200) lbs.
- (iii) Attachment on the 12' traffic signal clamp on arm and plumbizer:
- ◆ One (4 section x 12") traffic signal head: dimensioned 14" wide x 60" high – weight fifty (70) lbs. (mounted 29" from tenon centerline to top, 31" from tenon centerline to bottom)
  - ◆ One street name sign: dimensioned 84" wide x 12" high – weight seventeen (17) lbs. (mounted 17'-6" above base to bottom of sign and 10'-2" to outer edge of sign from centerline of shaft)
- (iv) The following additional attachments are mounted on the pole shaft:
- ◆ One traffic sign: dimensioned 24" wide x 36" high – weight fourteen (14) lbs. (mounted 12' above base to bottom of sign)
  - ◆ Two pedestrian signal heads at 90°: each dimensioned 13<sup>1</sup>/<sub>2</sub>" wide x 27" high – total weight fifty (50) lbs. (mounted 8'-7" above base to bottom of head and 16" out from edge to pole)
  - ◆ One traffic sign: dimensioned 36" wide x 12" high – weight ten (10) lbs. (mounted 10' above base to bottom of sign)
  - ◆ One traffic sign: dimensioned 5" wide x 8" high – weight five (5) lbs. (mounted 4' above base to bottom of sign)
- (c) **Configuration 3.** For a clamp on traffic signal arm of 12' reach:
- (i) Attachment on the davit arm:
- ◆ One (1) 250-watt street light luminaire with effective projected wind load area of 2.15 sq. ft. – weight sixty (60) lbs.
- (ii) Attachment on the pole shaft:

- ◆ One 12' reach traffic signal clamp on arm and plumber, attached to the pole shaft. Top of arm flange 14'-11' above the bottom of the base, to provide a traffic signal head tenon mounting height of 19'-3" inches above the bottom of the base – weight two hundred (200) lbs.
- (iii) Attachment on the 12' traffic signal clamp on arm:
  - ◆ One pedestrian corridor unit: dimensioned 36<sup>1</sup>/<sub>2</sub>" wide x 32<sup>1</sup>/<sub>2</sub>" high x 18" deep
  - ◆ Four flashing lights, each dimensioned 10" wide x 10" high – total weight one hundred (100) lbs. (suspended from the end of clamp on arm)
- (iv) The following additional attachments are mounted on the pole shaft:
  - ◆ One traffic sign: dimensioned 24" wide x 36" high – weight fourteen (14) lbs. (mounted 12' above base to bottom of sign)
  - ◆ One traffic sign: dimensioned 36" wide x 12" high – weight ten (10) lbs. (mounted 10' above base to bottom of sign)
  - ◆ One traffic sign: dimensioned 5" wide x 8" high – weight five (5) lbs. (mounted 4' above base to bottom of sign)

### E23.9 Fabrication

- E23.9.1 Welding of steel structures shall be in accordance with the requirements of:
- (a) CSA W59-03 Welded Steel Construction (Metal Arc Welding).
  - (b) The fabricator shall be fully approved by the Canadian Welding Bureau as per CSA W47.1-03 Certification of Companies for Fusion Welding of Steel.
- E23.9.2 All seams shall be continuously welded and free from any slag, splatter, or excess weld material.
- E23.9.3 The longitudinal seam weld shall be a minimum of 60% penetration, except that within 6" of lower end of pole shaft, 4" from upper end of pole shaft and 4<sup>1</sup>/<sub>2</sub>" from lower end of davit arm shall be complete penetration.
- NOTE: A 60% penetration longitudinal seam weld in the vicinity of the lower handhole and the access panel will be acceptable, provided this seam weld does not intercept the circumference of the lower handhole and the circumference of the access panel.
- E23.9.4 Only one longitudinal seam weld is permitted in each pole shaft and davit arm.
- E23.9.5 Pole shaft and davit arm shall be one continuous length with no circumferential butt joint welds.
- E23.9.6 The surface of exposed welds shall be free of any slag, splatter, and excess weld material.
- E23.9.7 The exterior of the pole shaft openings (including areas accessible by hand) and surfaces of internal passages, through which cables will be routed, shall be free of burrs, sharp edges and points.

### E23.10 Certified Structural Stress Analysis

- E23.10.1 The engineer certified structural analysis, of the 35 ft. signals street lighting joint use pole, includes calculations of stresses at the base of pole shaft, lower handhold and access panel. Placements of all attachments to the 35 ft. signals street light joint use pole are described in detail in E23.8 "Pole Attachment Configurations". Loading is prescribed in E23.7.1 "AASHTO Standards" and E23.7.2 "Wind Loading".
- (a) For the purposes of the stress analysis, the critical dimensions of the signals street light joint use pole are contained in Drawing No. 290-2022\_ST-158-R1 including the critical details of the street light davit arm. An outline is shown of the two types of compatible traffic signal clamp on arms (not part of this Contract). The traffic signal clamp on arms can be assumed to have an 18° rise section for both 8' clamp on arm and for 12' clamp on arm. There is a 1' (nominal) straight level section at the end of

the clamp on arm to provide for a tenon height of 19'-3" (+1", -0") above the base of the pole for either size (8' or 12') clamp on arm. The clamp on arms attach to the pole shafts as detailed in E23.8 "Pole Attachment Configurations".