

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

INVITATION TO TENDER
APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Ship Refits and Conversions / Radoubss et
modifications de navires and / et
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Installation de supports amovible	
Solicitation No. - N° de l'invitation F3017-13R478/A	Date 2013-05-08
Client Reference No. - N° de référence du client F3017-13R478	GETS Ref. No. - N° de réf. de SEAG PW-\$\$MD-018-23757
File No. - N° de dossier 018md.F3017-13R478	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Vandal, Paul	Buyer Id - Id de l'acheteur 018md
Telephone No. - N° de téléphone (819) 956-0645 ()	FAX No. - N° de FAX (819) 956-0897
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS NGCC DES GROSEILLIERS 101 BOUL.CHAMPLAIN QUEBEC Quebec G1K7Y7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Technical Specification, the Basis of Payment, the Insurance Requirements and other Annexes.

1.2 Summary

1. The Requirement is:
 - a) to carry out the maintenance and alterations of the Canadian Coast Guard Vessel CCGS Des Groseilliers in accordance with the associated Technical Specifications detailed in Annex "A".
 - b) to carry out unscheduled work authorized by the Contracting Authority.
2. bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1(a). However, it is subject to the Agreement on Internal Trade (AIT). The sourcing strategy relating to this procurement will be limited to suppliers in Eastern Canada, in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority **within 15 working days** of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-09) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3) working days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be included as an amendment to the bid solicitation.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

Refer to Annex "H1" for Deliverables/Certifications.

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Buyer ID - Id de l'acheteur

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

2.5 Work Period - Marine

Work must commence and be completed as follows:

Commence: Between May 17-20, 2013

Complete: June 14, 2013

By submitting a bid, the Bidder certifies that they have sufficient materiel and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

PART 3 - BID - PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I - Technical Bid (2 hard copies)
- Section II - Financial Bid (1 hard copy)
- Section III - Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

The Bidder must provide all of the deliverables as referenced in Annex "H1" Deliverables and Certifications.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "G", and the detailed Pricing Data Sheet, Appendix 1 to Annex "G". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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3.1.1 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed.

An anticipated cost for the unscheduled work will be included in the evaluation price. The evaluation price will be calculated by including an estimated amount of additional person-hours multiplied by a firm hourly charge-out labour rate for unscheduled work and will be added to the firm price for the known work.

The Evaluation Price will be used for evaluating the bid. The additional amount of person-hours for unscheduled work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such unscheduled work.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

Section I - Technical Bid / Certifications

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex "H1".

Section II - Financial Bid

In order to be compliant, the Bidder's bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

Canada reserves the right to request information to support any bid requirement. The Bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The Bid will be deemed responsive if it is found to meet all the mandatory requirements.

4.1.1 Evaluation of Price

SACC Manual Clause A0220T (2007-05-25) Evaluation of Price

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

4.3. Deliverables after Contract Award

Refer to Annex "H2".

PART 5 - CERTIFICATIONS

General

Bidders must provide the required certifications to be awarded a contract. Canada will declare the bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Mandatory - Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation herein required will help Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program - Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Workers' Compensation - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The bidder must provide with the bid, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

Refer to Annex "H1" for Deliverables/Certifications.

6.2 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with all its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "H1" for Deliverables/Certifications

6.3 Preliminary Work Schedule

At the time of bid closing the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Pre-Refit Meeting.

Refer to Annex "H1", Deliverables/Certifications.

6.4 ISO 9001:2008 - Quality Management Systems

The Bidder shall have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001-2008 and shall provide at time of bid closing:

- If registered its valid ISO 9001-2008 certification;
- Example of Quality Control Plan (QCP) as per clause 6.15

Documentation and procedures of bidders may be subject to a Quality System Evaluation (QSE) by the Technical Authority during bid evaluation period.

Refer to Annex "H1" for Deliverables/Certifications.

6.5 Health and Safety

The Bidder must submit with its bid objective evidence that it has a documented Health and Safety system fully compliant with all current Federal, Provincial and Municipal regulations. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "H1" for Deliverable Requirements.

6.6 Hazardous Waste

1. The Bidder acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

6.7 Insurance Requirements

The Bidder must provide with its bid a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C". If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "H1", Deliverables/Certifications.

6.8 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - (a) CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2.1); and
 - (b) CSA W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum (Minimum Division Level 2.1).

The bidder shall submit proof of certification with the bid. The certification shall remain valid for the duration of the contract. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex " H1" for Deliverables/Certifications.

6.9 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder shall provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$ 5,000.00 aggregate for the project.

Refer to Annex "H1" for Deliverables/Certifications.

6.10 Quality Control Plan

At the time of bid closing the Bidder must submit to Canada an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature.

Refer to Annex "H1" for Deliverables/Certifications.

6.11 Inspection and Test Plan

At the time of bid closing the Bidder must submit to Canada an example of an Inspection and Test Plan (ITP) complete with requirement and inspection reports as developed on previous projects of the same nature.

Refer to Annex "H1" for Deliverables/Certifications.

6.12 Environmental Protection

At the time of bid closing the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

Refer to Annex "H1" for Deliverables/Certifications.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

The Contractor must:

- a) carry out the , maintenance and alterations of the Canadian Coast Guard Vessel CCGS Des Groseilliers in accordance with the associated Technical Specifications detailed in the Requirements and attached as Annex "A".
- b) carry out any unscheduled work authorized by the Contracting Authority.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The manual is available on the following PWGSC website: (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

7.2.1 General Conditions

2030 (2013-03-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2030 (2013-03-21) General Conditions Higher Complexity - Goods are hereby amended as follows:

Section 22 Warranty

1. The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:

(a) The painting of the underwater portion of the hull for a period of 365 days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting work, divided by 365 days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.

(b) All other painting work for a period of 365 days commencing from the date of acceptance of the Work;

(c) All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:

(i) the warranty on the work related to any system or equipment not immediately placed in continuous use or service will be for a period of ninety (90) days from the date of acceptance of the vessel;

(ii) for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above.
4. Refer to Annex "D" and its Appendix "1" for Warranty Defect Claim Procedures and forms.

1031-2 (2008-05-12), Contract Cost Principles, apply and form part of the Contract.

7.2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs - (excluding article 09) apply and form part of the Contract

7.3 Term of Contract

7.3.1 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: Between May 17-20, 2013

Complete: June 14, 2013

2. The Contractor agrees that the above time (the "Work Period") provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work. The Contractor certifies that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work Period.

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7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Paul Vandal
Department of Public Works and Government Services Canada (PWGSC)
Defence and Major Projects Sector
PWGSC, 6C2 Place du Portage, Phase III
11 Laurier Street,
Gatineau, Quebec, K1A 0S5
Tel: (819) 956-0645 Fax: (819) 956-0897
E-Mail - paul.vandal@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.4.2 Technical Authority

The Technical Authority for the Contract is:

Fisheries and Oceans Canada
Canadian Coast Guard
Marine Engineering Division – QBC
101 Champlain Boulevard
Québec, Qc G1K 7Y7
Office: 1-126
Canada
Telephone : 418-648-3208
Fax : 418-648-5247
E-mail : Jean-Francois.Thibault@dfo-mpo.gc.ca

The Technical Authority, is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.4.3 Inspection Authority

The Inspection Authority for the Contract is the Canadian Coast Guard.

Name will be determined at Contract Award

Name: _____
 Telephone: _____
 Cell: _____
 Fax: _____
 E-mail: _____

The Inspection Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for the inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada Inspector who may from time to time be assigned in support of the designated inspector.

7.4.4 Contractor Contacts

Name and Telephone numbers of person responsible for:

General Enquiries:

Name _____ Telephone Number _____
 Fax Number _____ E-mail Address _____

Delivery Follow-up:

Name _____ Telephone Number _____
 Fax Number _____ E-mail Address _____

Refer to Annex "H1" for Deliverables/Certifications.

7.5 Payment

7.5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price indicated in the Basis of Payment Annex " B" for the Known Work. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Payment for unscheduled work shall be in accordance with Annex "B".

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized in writing, by the Contracting Authority prior to their incorporation in the Work.

7.5.2 Terms of Payment - Progress Payment

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the amount claimed is in accordance with the basis of payment;
 - (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.5.3 Liens - Section 427 of the Bank Act SACC Manual Clause H4500C (2010-01-11) Liens - Section 427 of the Bank Act

7.5.4 Limitation of Price SACC Manual Clause C6000C (2011-05-16) Limitation of Price

7.5.5 Time Verification SACC Manual Clause C0711C (2008-05-12) Time Verification

7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 13 of 2030, General Conditions, Higher Complexity, Goods and Article 7.5 Payment and Article 7.6 Invoicing Instructions.

7.6.1 Invoices

1. Invoices are to be made out to:

Department of Fisheries and Oceans
Canadian Coast Guard
Finance
Quebec Region
101, Blvd. Champlain
Québec, QC
G1K 7Y7

And

The original invoice to be forwarded for verification to:

Public Works and Government Services Canada
Marine Systems Directorate
Defence and Major Projects Sector
11 Laurier Street, Place du Portage
Phase III, 6C2
Gatineau, Quebec
K1A 0S5
Attention: Paul Vandal

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
3. The Contractor shall not submit an invoice prior to the completion and acceptance of the Work or shipment of the items to which it relates.

7.6.2 Invoicing Instructions - Progress Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

-
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Contracting Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.6.3 Warranty Holdback

A warranty holdback of 5% of the total contract price as last amended (GST/HST excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the Work. Goods and Services tax or Harmonized Sales tax (GST/HST), as appropriate, is to be calculated and paid on the total amount of the claim before the 5% holdback is applied. At the time that the holdback is released, there will be no GST/HST payable, as it was included in previous payments.

7.7 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

7.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- (c) the General Conditions 2030, , General Conditions - Higher Complexity - Goods
- (d) the General Conditions 1031-2, (2008-05-12), Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Insurance Requirements;
- (h) Annex "D", Warranty;
- (i) Annex "E", Procedure for Unscheduled Work;
- (j) Annex "F", Quality Control/Inspection;
- (k) Annex "G", Financial Bid Presentation Sheet;
- (l) Annex "H", Deliverables/Certifications
- (m) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable)

7.10 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within **ten (10) working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.11 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to:
 - (a) any infringement of intellectual property rights;
 - (b) any breach of warranty obligations; or
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

7.12 Sub-contracts and Sub-contractor List

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

7.13 Work Schedule and Reports

No later than **five (5) calendar days** after contract award, the preliminary work schedule provided with the bid must be revised, detailed and resubmitted in preparation to the contract award meeting.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events.

During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

7.14 Insulation Materials - Asbestos Free

All materials used to insulate or re-insulate any surfaces on board the vessel must meet Transport Canada Marine standards, for commercial marine work, and, for all work, be free from asbestos in any form. The Contractor must ensure that all machinery and equipment located below or adjacent to surfaces to be re-insulated are adequately covered and protected before removing existing insulation.

7.15 Trade Qualifications

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Technical Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.16 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

The Contractor's quality management system must address each requirement contained in the standard, however, the Contractor is not required to be registered to the applicable standard.

7.17 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 Quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) calendar days** after contract award.

The documents referenced in the QCP must be made available when requested by the Inspection Authority.

The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection Authority and the Technical Authority.

Refer to Annex "F" for details.

7.18 Inspection and Test Plan

The Contractor must in support of its Quality Control Plan (QCP), implement an approved Inspection and Test Plan (ITP).

The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

Refer to Annex "F" for details.

7.19 Equipment/Systems: Inspection/Test

Inspections, Tests and Trials of Equipment, Machinery and Systems shall be conducted in accordance with the Specification. The Contractor is responsible for performing, or having performed, all Inspections, Tests and Trials necessary to substantiate that the materiel and services provided conform to contract requirements.

Refer to Annex "F" for details.

7.20 Environmental Protection

The Contractor and its sub-contractors engaged in the Work on a Crown vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. The contractor must maintain in force their Environmental Protection procedures through the course of the contract.

All waste disposal certificates are to be provided to the Technical Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.21 Hazardous Waste

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

7.22 Fire Protection, Fire Fighting and Training

The Contractor must maintain in force their fire protection, fire fighting and training procedures through the course of the Contract.

7.23 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - (a) CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2.1); and
 - (b) CSA W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum (Minimum Division Level 2.1).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.24 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11) Procedures for Design Change or Additional Work

In addition, refer to Annex "E".

7.25 Vessel Manned Refits

SACC Manual Clause A0032C (2011-05-16) Vessel Manned Refits

7.26 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Contractor's facility at a time to be determined. At that meeting the contractor will introduce all its management personnel as per its organization chart, and Canada will introduce authorities. Details of ship's arrival and work commencement will be discussed.

7.27 Outstanding Work and Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:
 - (a) original to the Contracting Authority;
 - (b) one copy to the Technical Authority;
 - (c) one copy to the Contractor.

7.28 Site Regulations

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

7.29 Scrap and Waste Material

Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.

7.30 Stability

The Contractor will be solely responsible for the stability and trim of the ship during the period the vessel is in the Contractor's facility, including docking and undocking. The Contractor must maintain weight change information pertinent to the vessel's stability during the docking period. The Technical Authority will supply the Contractor with cross curves of stability, hydrostatic curves, tank status, location of centre of gravity, and other information relevant to the ship's condition upon handing over of the vessel.

7.31 Vessel Access by Canada

Canada reserves the right to have its personnel carry out limited work on equipment on board the vessel. This work will be carried out at times mutually acceptable to Canada and the Contractor.

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7.32 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.33 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

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ANNEX "A"

CCGS DES GROSEILLIERS

SPECIFICATION FOR INSTALLATION OF CONTAINER SUPPORTS

AND

**SPECIFICATION FOR INSPECTION AND CERTIFICATION OF TWO (2) FORWARD
CRANES**

ANNEX "B"**BASIS OF PAYMENT PRICE**

Annex "B" will form the Basis of Payment for the resulting Contract and should not be filled in at the bid submission stage.

B1 Contract Firm Price

A)	Known Work For work as stated in Article 7. 1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets, for a FIRM PRICE of:	\$
B)	GST / HST as applicable of line a) only	\$
C)	Total Firm Price GST/HST Included:	\$

B2 Unscheduled Work

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

"Number of hours (to be negotiated) X \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10%, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

B2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in B2.2 below, will not be negotiated, but will be compensated for in accordance with B2.2.

B2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, Estimating, and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line B2 above.

B2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

Pro-rated Prices Unscheduled Work

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by pro-rating the quoted Work costs in the Contract when in similar areas of the vessel.

B3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate plus the following premium rates:

For Time and one half: \$ _____ per hour; or,

For Double time \$ _____ per hour

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

B4 Vessel, Refit, Repair or Docking Cost

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. Docking and Undocking include:
 - (a) all costs resulting from wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
 - (b) the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off must be included in the evaluation price.

3. Field Service Representatives/Supervisory Services: include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc. The Contractor is responsible for the performance of all subcontractors and FSRs.

These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.

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4. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.

5. Sheltering, Staging, Cranage and Transportation: include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The Contractor will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

B5 Pricing Data Sheets

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

ANNEX "C"**INSURANCE REQUIREMENTS****C.1 Ship Repairers' Liability Insurance**

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and \$20,000,000 in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

C.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and \$20,000,000 in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(f) Employees and, if applicable, Volunteers must be included as Additional Insured.

(g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(h) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

ANNEX "D"**WARRANTY****Warranty Procedures****1. Scope**

a. The following are the procedures that suit the particular requirements for warranty considerations for a vessel on completion of a refit.

2. Reporting Failures With Warranty Potential

a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.

b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions. Since the INSPECTION AUTHORITY has the closest and most active involvement of the contracted work completed this agency must assume this role.

3. Procedures

a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:

i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.

ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form Appendix 1 of Annex "D" and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting or INSPECTION AUTHORITY is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.

iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the INSPECTION AUTHORITY who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.

b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 and 3 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.

c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.

d. Defective equipment associated with potential warranty should not normally be dismantled until the Contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

4. Liability

a. Agreement between the Contracting Authority, INSPECTION AUTHORITY, Technical Authority and the Contractor will result in one of the following conditions:

i. The Contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;

ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or

iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.

b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the Contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.

c. The total cost of processing warranty claims must include accommodation and travel costs of the Contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

5. Alongside Period For Warranty Repairs and Checks

a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.

b. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows:

"Original cost to Canada for painting and preservation of the underwater section of the hull, divided by 365 days and multiplied by the number of days remaining in the 365 days warranty period. The resultant would represent the 'Dollar Credit' due to Canada from the Contractor."

c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority is to arrange the inspection and ensure that a representative of the Contractor will attend. The Technical Authority will inform the Contracting Authority of any adverse results.

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Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Warranty Claim Réclamation De Garantie

Vessel Name – Nom de navire	File No. – N° de dossier	Contract No. - N ° de contrat												
Customer Department – Ministère client	Warranty Claim Serial No. Numéro de série de réclamation de garantie													
Contractor – Entrepreneur	Effect on Vessel Operations Effet sur des opérations de navire <table> <tr> <td>Critical</td> <td>Degraded</td> <td>Operational</td> <td>Non-operational</td> </tr> <tr> <td>Critique</td> <td>Dégradé</td> <td>Opérationnel</td> <td></td> </tr> <tr> <td>Non-opérationnel</td> <td></td> <td></td> <td></td> </tr> </table>		Critical	Degraded	Operational	Non-operational	Critique	Dégradé	Opérationnel		Non-opérationnel			
Critical	Degraded	Operational	Non-operational											
Critique	Dégradé	Opérationnel												
Non-opérationnel														

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact	
Name – Nom	Tel. No. - N ° Tél
Signature – Signature	Date

2. Contractor's Investigative Report – Le rapport investigateur de l'entrepreneur

3. Contractor's Corrective Action – La modalité de reprise de l'entrepreneur

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Contractor's Name and Signature – Nom et signature de l'entrepreneur

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

4. PWGSC Review of Warranty Claim Action – Examen d'action de réclamation de garantie par TPSGC

Signature – Signature

Date

ANNEX "E"**PROCEDURE FOR PROCESSING UNSCHEDULED WORK****1. Purpose**

The Unscheduled Work Procedure has been instituted for the following purposes:

- a. To establish a uniform method of dealing with requests for Unscheduled Work;
- b. To obtain the necessary Technical Authority approval and Contracting Authority authorization before Unscheduled Work commences;
- c. To provide a means of maintaining a record of Unscheduled Work requirements including Serial Numbers, dates, and accumulated cost. The Contractor shall have a cost accounting system that is capable of assigning job numbers for each Unscheduled Work requirement so that each requirement can be audited individually.

2. Definitions

- a. An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from;
 - i. "Work Arising" from opening up of machinery and/or surveys of equipment and material, or
 - ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Bid.
- c. No unscheduled work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in Sub. Paragraph 3(b).
Unscheduled Work
- d. Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- e. The appropriate PWGSC form is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

3. Procedures

- a. The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all Unscheduled Work.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.

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c. The Technical Authority will initiate a work estimate request by defining the Unscheduled Work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.

d. Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain **Unscheduled Work** should be carried out.

e. The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the **Unscheduled Work** requirement in accordance with Sub. Paragraph 3.(c).

f. The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.

The price support shall demonstrate the relationship between the scope of work, the Contractor's estimated costs and its selling price. It is a breakdown of the Contractor's unit rates, estimates of person hours by trade, estimate of material cost per item for both the contractor and all of its subcontractors including quotations, estimates of any related schedule impact and an evaluation of the contractor's time required to perform the **Unscheduled Work**.

g. The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.

h. After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the **Unscheduled Work** to proceed.

i. In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed **Unscheduled Work** through the Contracting Authority in writing.

j. In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.

k. In the event that the Technical Authority requires **Unscheduled Work** of an urgent nature or an impasse has occurred in negotiations, the commencement of the **Unscheduled Work** should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

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NOTE:

PWGSC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

4. Amendment to Contract or Formal Agreement

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC forms.

ANNEX "F"**QUALITY CONTROL/INSPECTION****F1 Quality Control Plan**

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) calendar** days after contract award.

The documents referenced in the QCP must be made available within two (2) working days when requested by the Inspection Authority.

The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection Authority and the Technical Authority.

F2 Inspection and Test Plan (ITP):

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and its Quality Control Plan. The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.

- a. Each ITP must contain all inspection points identified in the Specification highlighting any mandatory points that must be witnessed by the Inspection Authority and other "hold" points imposed by the Contractor to ensure the quality of the work.
- b. Milestone delivery date for the ITP is given in the Contract, however individual ITPs should be forwarded for review as developed.

2. Coding:

a. Each Inspection and Test Plan (ITP) is to be coded for identification clearly demonstrating a systematic approach similar to the following (Contractor's system should be defined in its Quality Control Plan):

i. Prefixes for Inspections, Test and Trials:

- Prefix "1" is a Contractor inspection, i.e. 1H-10-01, 1H-10-02;
- prefix "2" is a Contractor post repair test, i.e. 2H-10-01; and
- prefix "3" is a Contractor post repair trial, i.e. 3H-10-01.

b. Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and

c. Cross reference to a verification document number

F3 Inspection and Test Plan Criteria:

Inspection criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the Specifications. Test and trial documentation may also be included or referenced in the Specifications. An individual Inspection and Test Plan (ITP) is required for each Specification item.

a. All ITPs must be prepared by the Contractor in accordance with the above criteria, its Quality Plan, and must provide the following reference information:

- i. the ship's name;
- ii. the Specification item number;
- iii. equipment/system description and a statement defining the parameter which is being inspected;
- iv. a list of applicable documents referenced or specified in the inspection procedure;
- v. the inspection, test or trial requirements specified in the Specification;
- vi. the tools and equipment required to accomplish the inspection;
- vii. the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions;
- viii. a detailed step-by step procedure of how each inspection is to be performed, conformance parameters, accept/reject criteria and recording of results, deficiencies found and description of corrective action(s) required;
- ix. name and signature of the person who prepared the plan, date prepared and amendment level; and,
- x. names and signatures of the persons conducting and witnessing the inspection, test or trial.

4. Contractor Imposed Testing:

Tests and trials in addition to those given in the Specification must be approved by the Inspection Authority.

a. Amendments: Amendment action for the Inspection and Test Plans must be ongoing throughout the refit and reflect the inspection requirements for unscheduled work. Amendments must be submitted as developed, but not less frequently than once every second week.

F4 Conduct of Inspection

1. Inspections must be conducted in accordance with the ITP and as detailed in F4.

2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.

3. The Contractor must ensure that the required conditions stated in the ITP prevail at the commencement of, and for the duration of, each inspection/test/trial.

4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.

5. The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

F5 Inspection Records and Reports

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and its Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.
3. Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.
4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Inspection Authority.
5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Inspection Authority upon request.

F6 Inspection and Trials Process

1. Drawings and Purchase Orders
 - a. Upon receipt of two (2) copies of each drawing or purchase order, the designated Inspection Authority will review its content against the provisions of the specification. Where discrepancies are noted, the Inspection Authority will formally advise all concerned, in writing using a Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Crown Authorities.

The Inspection Authority is NOT responsible for the resolution of discrepancies.**2. Inspection**

- a. Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
- b. The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate

INSPECTION NON-CONFORMANCE REPORTS.

- c. The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the PWGSC Inspection Authority.
 - d. The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.
 - e. Before carrying out any inspection, the PWGSC Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.
3. Inspection Non-conformance report
 - a. An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.
 - b. When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.
 - c. At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance Documents before the Inspection Authority's certification of such documents.

4. Tests, Trials, and Demonstrations

a. To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority.

b. Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.

c. Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.

d. Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority .

e. The Contractor must submit its Inspection and Test Plan as detailed in F2.

f. The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection Authority; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. **The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of five (5) working days notice of each scheduled test, trial, or demonstration.**

g. The Contractor must keep written records of all tests, trials, and demonstrations conducted as detailed in F5. The Contractor may utilize the **PWGSC STANDARD TESTS & TRIALS RECORD SHEETS** which can be customized by the Contractor to suit individual test or trial requirements. These Record Sheets are available from the Inspection Authority in digital format.

h. The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.

i. The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

ANNEX "G"**Financial Bid Presentation Sheet****G1 Price for Evaluation**

A)	Known Work For work as stated in Part 1 Clause 1.2, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "G", for a FIRM PRICE of: (Table 1 & 2)	\$ _____
B)	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 150 person hours X \$_____ per hour for a PRICE of: See Article G2.1 and G2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 20 person hours X \$_____ per hour for a PRICE of: See Article G3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 20 person hours X \$_____ per hour for a PRICE of: See Article G3 below.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
C)	<p>EVALUATION PRICE GST Excluded,</p> <p>[A + B]</p> <p>For an EVALUATION PRICE of (GST/HST excluded):</p>	\$ _____

G2 **Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

"Number of hours (to be negotiated) X \$ _____, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

G2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in G2.2 below, will not be negotiated, but will be compensated for in accordance with Note G2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

G2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, and Estimating and preparing unscheduled work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line G2 above.

G2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

G3 **Overtime**

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate plus the following premium rates:

For Time and one half: \$ _____ per hour; or,

For Double time \$ _____ per hour

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

G4 Vessel, Refit, Repair or Docking Cost

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. Berthing include:
 - (a) all costs resulting from , wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
 - (b) the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off must be included in the evaluation price.

3. Field Service Representatives/Supervisory Services: include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.

These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.

4. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.
5. Sheltering, Staging, Cranage and Transportation: include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The successful Bidder will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

ANNEX "G" - APPENDIX 1**PRICING DATA SHEETS****TABLE (1)****H.D.-1 WORK SPECIFICATIONS FOR INSTALLATION OF CONTAINER SUPPORTS**

Spec. #	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub-Contractors Cost	Total Firm Price
2	General Considerations		\$	\$	\$	\$
3	General Description of Work		\$	\$	\$	\$
3.1	Cost of Installing Removable Container Supports		\$	\$	\$	\$
3.1	Cost of Installing New Mount for relocation of the Valcom 35' Receiving Antenna		\$	\$	\$	\$
	Total		\$	\$	\$	\$

TABLE (2)**H.D.-2 INSPECTION AND CERTIFICATION OF TWO FORWARD CRANES**

Spec. #	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub-Contractors Cost	Total Firm Price
	Inspection and Certification of Two Forward Cranes All Costs to be Included		\$	\$	\$	\$
Item 11	Price to Redo the Chrome Rod Cylinder in the event that one or more rods to be redone		\$	\$	\$	\$
	Total		\$	\$	\$	\$

	Total of Table (1) & Table (2)		\$	\$	\$	\$
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ANNEX H DELIVERABLES/CERTIFICATIONS

H1 Mandatory Tender Deliverables Check List

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are summarized below.

The Bidder must submit a completed Annex "H1" Deliverables/ Certifications.

The following are mandatory and the Bidder's submission will be evaluated against the requirements as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "G" Financial Bid Presentation Sheet", clauses G1 through G4;	
3	Completed Pricing Data Sheets, per clause 3.1 Section II, Annex "G", Appendix 1;	
4	Completed Annex "H1" Deliverables/Certifications;	
5	Changes to Applicable Laws (if any), as per clause 2.4	
6	Submission of Code of Conduct - List of Directors as per, section 5.1.1 and attached as Annex "I ";	
7	Federal Contractors Program for Employment Equity, Complete section 5.1.2;	
8	Proof of good standing with Worker's Compensation Board, as per clause 6.1	
9	Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.2	
10	Preliminary Work Schedule , per clause 6.3;	
11	If Registered its Valid ISO 9001-2008 Certification, as per clause 6.4	
12	Objective evidence of documented Health and Safety System, as per clause 6.5;	
13	Insurance Requirements, as per clause 6.7	
14	Proof of welding certification, as per clause 6.8	
15	List of subcontractors, as per clause 6.9	
16	Example of its Quality Control Plan, as per clause 6.10	
17	Example of an Inspection and Test Plan as per clause 6.11	
18	Details of Environmental Emergency Response Plan, Details of Formal Environmental Training as per Clause 6.12	
19	Contractor Contacts, as per clause 7.4.4	

Solicitation No. - N° de l'invitation

F3017-13R478/A

Amd. No. - N° de la modif.

File No. - N° du dossier

018mdF3017-13R478

Buyer ID - Id de l'acheteur

018md

CCC No./N° CCC - FMS No/ N° VME

F3017-13R478

H2 Deliverables after Contract Award

Item	Description	Reference	Due By
1	Insurance requirements as per Annex "C"	Clause 7.10 and Annex "C"	10 Working Days after contract award
2	Revised Work Schedule	Clause 7.13	5 calendar days after contract award
3	The Contractor's Quality Control Plan	Clause 7.17	5 calendar days after contract award

Solicitation No. - N° de l'invitation

F3017-13R478/A

Amd. No. - N° de la modif.

File No. - N° du dossier

018mdF3017-13R478

Buyer ID - Id de l'acheteur

018md

CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client

F3017-13R478

ANNEX I

Code of Conduct - List of Directors

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

CCGS DES GROSEILLIERS

Work Specifications for Installation of Container Supports

H.D.-1

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2 GENERAL CONSIDERATIONS

All dimensions, drawings, and specifications provided to the Contractor must be verified by the Contractor on board prior to manufacturing and execution, by first, among others, obtaining the necessary information from the various suppliers and manufacturers. All compatibility measures between existing and new equipment will be compiled and verified by the Contractor prior to the start of work; any identified incompatibilities will be communicated to the Owner's representative for appropriate instructions.

No changes to the plans or specifications or any additional work will be carried out by the Contractor without the prior written consent of the Owner's representative. See section 2.14 for the conditions.

2.1 MATERIALS

All materials used for the work will be new and must meet the applicable regulatory requirements and those of the Owner.

All new steel must have the physical and mechanical properties in accordance with the Lloyd's classification society, for the grade of steel specified in plans.

2.2 WELDING

All welding of structural elements should be carried out according to the standards of the Canadian Bureau of welding or according to standards equivalent in accordance with approved welding procedures the contractor. The dimensions of the welds must never be lower than those specified in the plans.

Temperatures which welds will be carried out must be controlled parts to be assembled according to the needs and heat treatments should be used when required by the materials to be assembled or when considered necessary by the contractor to reduce residual stresses after welding on thick parts

Except if otherwise specified on the plans, all welding should be continuous. The ends of the structural to be welded elements must be prepared according to the requirements specified in the plans as well as According to the need of welding procedures. All the surfaces must be clean, without oil or paint except for the primer which is compatible with welding.

Welding sequences to be used by the contractor shall be available for review by the representatives of FO/CCG and TCMS.

The dimensions of the welds must be controlled to minimize the deformation of structural components. Welding should be performed in a sequence to minimize deformations and residual stresses.

Temporary welds must be kept to a minimum and shall in no way limit the structural expansion when doing final welding.

The Welders and supervisors assigned to welding must be certified by an organization recognized for ship construction. All certified personnel must have at all times his/her identification card in his/her possession bearing the number of certification.

The contractor shall furnish, before the start of welding work, a list of accredited or certified staff. Any revision of this list will have to be submitted to the representative of FO/CCG for information.

2.3 MANUFACTURING TOLERANCE

Unless otherwise specified in the plans, the precision of Assembly, the tolerances of deformation and the treatment of temporary fasteners must meet the requirements of the standard Shipbuilding and Repair Quality Standard of the International Association of Classification societies International Association of Classification Societies (IACS).

Deformations of deck plates must be carefully checked and corrected when required, with a technique for proper heating withdrawal.

2.4 PRIORITY OF DOCUMENTS

Notwithstanding that which is indicated in the general specifications or other documents, the documents will be prioritized as follows:

- a) The specifications take precedence over the plans;
- b) Detailed plans take precedence over general plans.
- c) Dimensions take precedence over measures to scale;
- d) TCSM construction and operation standards take precedence over the plans and specifications.

2.5 PLANS PROVIDED

The Contractor will ensure that work is carried out according to these specifications and the plans listed below:

Plan no.	Page	Title	By
2476-13-500	1/2	Supports for 14 containers measuring 20 ft x 8 ft x 8.5 ft and weighing 10 tonnes each	NAVTECH
2476-13-500	2/2	Supports for 14 containers measuring 20 ft x 8 ft x 8.5 ft and weighing 10 tonnes each	NAVTECH
2476-13-501	1/1	New mount for port-side Valcom 35' receiving antenna	NAVTECH

2.6 STORAGE

The Contractor must store the equipment, materials and anything else used to carry out the work under cover to prevent damage, loss, and theft.

Any furnishings that must be moved must, to the extent possible, remain on board the ship. Should the Contractor wish to remove furnishings from the ship, this will be done at its expense.

Equipment prone to damage caused by rust, frost, humidity, lightening, and rain will be adequately protected throughout the entire work period.

All furnishings must be suitably protected for the full duration of work.

2.7 USE OF SHIP'S SERVICES

None of the ship's equipment will be used by the Contractor throughout the full duration of all work. The Contractor will use its own power sources, such as electrical current and compressed air, for its equipment and tools.

The Contractor will provide sanitary facilities for its employees. No ship equipment and/or facility will be used for this purpose.

2.8 COMPONENTS AND MATERIALS PROVIDED BY OWNER

The Owner of the ship will not provide any materials or equipment for the work.

2.9 WORKING CONDITIONS

The Contractor must take the necessary measures to maintain an appropriate temperature and environment in the areas in which work will be carried out. Temporary shelters and/or protection must be arranged for this purpose to prevent rain, snow, and wind from entering the ship.

The contractor shall during the whole period of work take all the precautions and measures necessary in order to maintain a safe work environment. These measures must comply with all the municipal, government regulations including precautions against noise.

Before performing any hot work, the contractor shall fill out hot work permit form and obtain permission for such work, according to the form and procedure in force and applicable onboard the ship.

2.10 ALLOWABLE TEMPORARY LOADS

Loads capable of causing permanent damage or decreasing the resistance of materials will not be brought on board the ship for the full duration of work.

2.11 WORK SITES

Work will be carried out afloat, dockside within the Port of Québec. All port fees for the ship will be paid at the Owner's expense. The choice of dock will be at the Owner's discretion.

2.12 CLEAN-UP

The Contractor will clean, degrease and drain all surfaces, structures, compartments or equipment in the work zone.

Cleaning will be done regularly and no accumulation of debris or substances that are harmful or affect the safety of the sites will be tolerated on board.

When the work is finished, the Contractor will perform a complete clean-up of interior and exterior surfaces in all areas that will have been affected by the work, as well as the gangways leading to these areas.

2.13 SITE PROTECTION

Protective coverings will be installed in the areas and gangways to protect walls and floors during dismantling, reassembling, welding, painting, etc. The floor will be recovered with a tarp and rigid boards (masonite). The walls will be protected with rigid boards (masonite).

2.14 MOBILISATION COSTS

The Contractor will install a temporary and sufficient lighting system in all areas where work will be carried out.

The smoke detector system will remain operational throughout the duration of work. Separate and sufficient ventilation will be maintained throughout the duration of work. The ship's ventilation system will not be used in order to avoid contaminating it with dust from the work.

2.15 INSPECTION

The work will be carried out and inspected to the complete satisfaction of the (DFO/CCG) representative and (TCMS) office representative.

The designated representatives will have to be notified so that they may inspect each area of work indicated in the specifications at the appropriate phase of the project before signing off on them.

The Contractor will be responsible for notifying the DFO/CCG and TCMS representatives, within the determined notification periods, so that they may carry out a full inspection of the work completed or any prior inspection specified by DFO/CCG and TCMS.

In the event that the Contractor fails to notify the DFO/CCG and TCMS representatives that the work is ready for inspection, it will be the Contractor's responsibility to give the DFO/CCG and TCMS representatives the opportunity to carry out any inspections that were not completed. Moreover, any additional work, such as dismantling or reassembling, required by the Contractor to facilitate the inspection will be at the Contractor's expense.

Inspection of any item by the DFO/CCG representative does not eliminate the need for inspection by TCMS.

The Contractor will be responsible for communicating with the TCMS inspectors in order to schedule the TCMS-required inspections of the work.

The Contractor must provide DFO/CCG and TCSM with a copy of all documentation and certificates for the materials and products used.

2.16 ADDITIONAL WORK

Any additional work not outlined in these specifications and identified following the inspections must be negotiated between the Contractor and the PWGSC representative using a PWGSC-TPSGC 1379 form. A written and detailed description of the proposed work must be indicated on this form.

This additional work will be described by the DFO/CCG representative so that PWGSC can obtain a firm price before the work begins.

The Government of Canada reserves the right to strike, in part or in full, any section of these specifications if, on the TCSM expert's advice, it is no longer necessary to carry out an inspection or work because it is in good working order.

3 GENERAL DESCRIPTION OF WORK

3.1 SCOPE OF WORK

The work consists of installing removable container supports (see plan no. 2476-13-500). It also involves installing a new mount for relocation of the Valcom 35' receiving antenna to the port-side helicopter hangar (see plan no. 2476-13-501).

To carry out the work, some ceilings, wall coverings and installed equipment will have to be dismantled. Insulation covering the structure will also have to be removed to cut through steel and insert new plates. The existing structure will also have to be reinforced.

Some sections of the wall coverings will have to be removed and modified to accommodate the larger replacement bulkhead stiffeners.

Furnishings will have to be moved and protected throughout the duration of work.

Installing container supports will require furnishings to be moved, the partial or total removal and re-installation of ceilings and wall coverings, partial removal and re-installation of insulation, electrical equipment, plumbing, and ventilation ducts. The areas affected by the work will include, among others:

- On the forward main deck:
 - o Gymnasium;
 - o Forward port laundry;
 - o Cafeteria storage area;
 - o Smoking area;
 - o Starboard crew laundry;
 - o Starboard longitudinal gangway in front of laundry.

- On the aft upper deck:
 - o Port and starboard cargo hatches;
 - o Port and starboard exterior gangways;
 - o Ventilation room;
 - o Electrical equipment room;

- Officers' dining room;
- Officer's lounge;
- Photocopier room;
- Boatswain's cabin;
- Officers' bathroom (near lounge);
- Port gangway to lounge;
- Port entrance hall;
- Female officers' bathrooms and showers.

3.2 REMOVAL OF EXISTING EQUIPMENT

3.2.1 General

All areas in which work will be carried out will be cleared of the crew's personal effects by the Owner's crew.

The Contractor will be responsible for dismantling, reassembling, moving and protecting all equipment and furniture required to carry out the work.

3.3 INSTALLATION

3.3.1 General

All installation work will be carried out according to the parameters of the specifications and plans.

All components will be reinstalled after the work is completed.

Any equipment, furnishings or materials damaged by the Contractor during the course of work must be repaired or replaced with new items of equivalent quality to the satisfaction of the DFO/CCG representative.

3.3.2 Paint (products to be confirmed by Owner)

Prior to applying paint, all surfaces must be prepared according to the paint manufacturer's recommendations.

New pieces of steel must be welded to obtain the shape required.

All paint will be supplied by International and applied in accordance with the manufacturer's instructions and method of use.

Prior to applying the paint, grease and other stubborn stains will be removed using an appropriate solvent.

Any paint that is damaged or peeling off will be removed.

Inside the ship, two coats of Intershield 300 primer, in aluminium, 150 microns, will be applied to any sanded and/or added and/or replaced steel. Prior to its application, the surfaces will be cleaned, dust will be removed, a burst of compressed air will be applied and, if needed, they will be washed and/or scrubbed.

On the exterior wall of accommodations in the areas where paint is damaged by the work as well as the *Helicopter hangar*, surfaces will be prepared in accordance with the paint manufacturer's method of use. Two coats of Interprime 234 primer, in red, each 150 microns thick will be applied. Next, two

coats of Interlac 665, in white CGCB513-101, 75 microns thick will be applied. The Contractor must obtain a letter from the paint manufacturer confirming that the products were applied in accordance with the procedures prescribed by the paint manufacturer.

On the steel decks, apply two (2) coats of Interbond 501, Époxy primer, international, color red-brown for decks RAL 3011, 127 microns dry .

3.3.3 Insulation

All insulation that is removed must be reinstalled in the same condition it was in prior to its removal. Appropriate anchorages must be reinstalled to secure the insulation.

3.3.4 Wall coverings

If needed, wall covering panels will have to be removed. Some wall panels that are removed will have to be modified and reinstalled to cover the new structure that will have been replaced on the walls. New sections of panels will have to be equivalent products of similar colour and texture as those adjacent to them.

3.3.5 Ceiling finishes

Removed ceilings and accessories must be reinstalled in the exact same way they were installed prior to the work.

Inspection and certification of two (2) forward cranes
Spring 2013
H.D.-2

The Government Of Canada has the right to cancel partly or entirely any item of this specification in the case where inspection isn't needed due to the ship's components good condition

Provide materials, equipment and labour to perform the inspection and certification of the two (2) forward cranes HAGGLUNDS SSV 10 X 10.

1. The cables will be removed and reinstalled by the Contractor, if a cable needs to be replaced, it will be provided by the Coast Guard.
2. Disassemble the cylinder axes, clean and inspect by means of penetrant for cracks, provide a report for each test. Clean sleeves, measure pins and bushings, verify the clearances. Reassemble, making sure to lubricate all components.
3. Disassemble the upper boom, including the bearing covers, pulley axes, bearings of the boom and the pulleys. Clean components, replace grease lubricators and clean all connected grease lines, check axes by means of penetrant for cracks and provide a report for each test. Measure axes and bearings, verify clearances. Reassemble, making sure to lubricate the all components.
4. Dismantle the bearings of the lower boom, clean and inspect the axes by means of penetrant for cracks, provide a report for each test, measure components, check clearances. Clean grease lines and replace all grease nipples. Reassemble, making sure to lubricate all components.
5. Disassemble the block pulley hook, clean and measure the components, check the clearances, check the axes with penetrant for cracks, provide a report for each test. Reassemble making sure to lubricate all components. Blocks pulleys must be certified by a recognized firm and certificates must be provided.
6. Bolts removed all components should be inspected for signs of corrosion or cracks. If bolts need to be replaced, they must be replaced by an equivalent grade bolts.
7. Perform a final comprehensive lubrication ensuring that excess fat so. Fat will be provided by the ship.
8. After disassembled and cleaned, inspect and measur all components. The Transport Canada Maritime Safety inspector and representative of the Coast Guard must be contacted to inspect before reassembly.
9. Inspected the condition of all hydraulic hoses, all faults must be reported to the representative of the Coast Guard.
10. Drain and replace the oil in the gearboxes of gyration, the oil will be provided by the Coast Guard.

General Notes

11. Provide the services of a firm specializing in hydrauliques to make the following work on hydraulic cranes:
 - Crane port forward:
 - Remove completely the three (3) hydraulic cylinders
 - Perform cleaning and inspection of components
 - Reassemble with new gaskets supplied by the contractor
 - Perform a leak tests and cylinder operation at workshop
 - Provide equipment and materials necessary to replace adapters and hydraulic lines between the two (2) lower boom cylinders and the block valve, as well as adapters and (3) rigid hydraulic winch lines, by stainless steel adapters and hydraulic lines.
 - Crane starboard bow:
 - Remove completely the three (3) hydraulic cylinders
 - Perform cleaning and inspection of components
 - Provide equipment and material to make a new chromed rod for the cylinder of the upper boom, the chrome should be for a marine application and saline conditions.
 - Reassemble with new gaskets supplied by the contractor
 - Perform a leak test and operating of cylinders in workshop
 - Provide material and replace adapters and (3) rigid hydraulic winch lines by stainless steel adapters and hydraulic lines
 - Disassemble and inspect the hydraulic turning motor, replace all gaskets, reassemble and perform a test at workshop.

After the cylinders have been disassembled, cleaned and inspected, the Contractor shall contact representatives of the Coast Guard at the time required to carry out an inspection of the components.

Provide price addendum to redo the chrome rod cylinder in the event that one or more rods to be redone.

Transport to and from of the cylinders to contractors' workshop will be included in the submission.

12. If components require additional work or need to be replaced, the cost will be negotiated on form PWGSC 1379.
13. The Contractor shall provide scaffolding, crane services and the plugs and oil absorbents necessary when removing hydraulic cylinders and other components. If hot work is required, the Contractor shall obtain from the chief engineer a hot work permit prior to starting work.
14. After reassembly of the cranes, a test at 125% of the maximum load is required in the presence of the Transport Canada representative as well as those of the Canadian Coast Guard, which will be convened by the contractor. The Coast Guard will provide the necessary weight.

General Notes

15. After the tests have been completed, provide Petro Tape and cover all hydraulic adapters that were removed.
16. Sections of the cranes which are heated shall be painted with primer International 264.
17. Provide (3) hard copies and one electronic copy of the full report of the work and measures were performed on each crane.
18. Provide a certificate of inspection for each crane.
19. The ship will be available from 17 May 2013, and work will be completed by June 15, 2013.

General Notes

LIST OF ACRONYMS

Table 1 - List of Acronyms

CA Contract Authority (PWGSC)
CBW Canadian Bureau of Welding
CCG Canadian Coast Guard
CE Chief Engineer
CLC Canada Labour Code
CSM Contractor Supplied Material
CSA Canadian Standards Association
DFO Department of Fisheries and Oceans
FSM Fleet Safety Manual (CCG)
FSR Field Service Representative
GSM Government Supplied Materials
HC Health Canada
IA Inspection Authority – CE Chief Engineer
IEEE Institute of Electrical and Electronic Engineers
MSDS Material Safety Data Sheet
PWGSC Public Works and Government Services Canada
SMS Safety Management System
TBS Treasury Board of Canada Secretariat
TCMS Transport Canada Marine Safety
TA Technical Authority (CCG) Jean-Francois Thibault
WCB Work Safe BC
WHMIS Workplace Hazardous Material Information System

PART 1: SCOPE

1.1 General

1.1.1 This document describes Canadian Coast Guard (CCG) requirements applicable to all accompanying Technical Specifications.

PART 2: HEALTH AND SAFETY RELATED REQUIREMENTS

2.1 General

2.1.1 The Contractor must appoint a Health & Safety Manager or Supervisor responsible for ensuring compliance with the Health and Safety requirements listed herein. This includes monitoring of all work by Contractor employees and Sub-Contractor employees.

2.1.2 During the execution of Work, the Contractor must comply with:

- Applicable Provincial Health and Safety Regulations,
- Canada Labour Code Part II,
- Marine Occupational Health and Safety Regulations (MOSH),
- The Gas Hazard Control Standard (TP3177),
- Applicable CCG region specific Health and Safety requirements shown in Appendix B,
- DFO/5672 Welding Health and Safety Technical Program,
- TBS “Smoking in the Workplace” Policy,

General Notes

- The following sections of DFO/5737- CCG Fleet Safety and Security Manual (Appendix A):
 - Fall Protection (section 7B2),
 - Confined Space Entry (section 7D9),
 - Hot Work (Section 7D11),
 - Lock-Out - Tag-Out (Section 7D19).

2.2 Hot Work

2.2.1 When executing Hot Work, the Contractor must:

- inform the TA & CE prior to commencing work and upon completion of work,
- supply sufficient and suitable fire extinguishers in support of the Hot Work,
- not use the Ship's fire extinguishers except in the case of emergency. Should the ship's extinguishers be used, the Contractor must ensure they are recharged and certified by a certified facility at no cost to Canada,
- maintain a competent and properly equipped Fire Watch while Hot Work is underway and for one hour following the completion of Hot Work. The Fire Watch must be situated such that all sides of the surfaces undergoing work are visible and accessible,
- ensure that all dust, debris, gas and smoke generated is evacuated from the vessel by the most direct method,
- provide suitable fire retardant coverings to protect wire ways, cables, equipment and structure from welding slag, splatter etc,
- comply with the specific Hot Work requirements listed in section 2.1 herein.

2.2.2 When executing Hot Work, the Contractor must define a surrounding zone that is to be kept sealed off from the rest of the vessel during the work period that involves the generation of welding gases, smoke, and grinding dust etc. All unscheduled work arisings during the refit period involving Hot Work must have a similar zone isolated from the remainder of the vessel. The zone must be limited to the space(s) where the Hot Work is conducted, boundary areas where Fire Watches are required, and the access routes between the zone and the exterior of the vessel for workers, welding and cutting equipment and ventilation ductwork.

2.2.3 In areas where occupied accommodations and or workplaces cannot be completely isolated a double sealed door (air lock) arrangement must be erected to minimize ingress of contaminants into the occupied areas. A ventilation extraction point must be located as near as practical to the inside door on the worksite side to reduce the egress into the air lock and subsequently the accommodations and/or workspaces.

2.2.4 All doorways within the affected area that are not required for access to the work or for Fire Watch activities must be sealed off to prevent contaminants from entering. Passageway branches that connect to the zone are to be sealed off as well. The Contractor must clean all surfaces and fabrics within the zone and in surrounding areas, which have become contaminated, upon completion of work.

General Notes

2.3 Confined Space Entry – N/A

2.4 Monitoring Atmosphere for Confined Space Entry or Hot Work – N/A

2.5 Work At Heights and Fall Protection

- 2.5.1 In the execution of Work at Heights, the Contractor must:
- erect staging as required to safely carry-out work and remove it upon completion,
 - ensure walkways, gangways, scaffolding, ladders, guard-rails and similar apparatus are maintained in proper and safe condition. Daily inspections are to be conducted and recorded by the Contractor,
 - comply with requirements listed in 2.1 herein when conducting work aloft,
 - must do so in accordance with the Contractor's standard operating procedures.

2.6 Lock-Out / Tag-Out

- 2.6.1 The Contractor must comply with requirements listed in 2.1 herein for Lock-Out and Tagout.

2.7 Workplace Hazardous Materials Information System (W.H.M.I.S)

- 2.7.1 CCG shall provide the Contractor with access to M.S.D.S. for all controlled products located on the vessel. The Contractor must provide M.S.D.S for all Contractor supplied WHMIS controlled products.

2.8 Smoking

- 2.8.1 The Contractor must obtain written approval prior to smoking in designated areas.

2.9 Temporary Lighting and Ventillation

- 2.9.1 The Contractor must ensure temporary lighting and/or ventilation is supplied, installed and maintained in proper and safe condition and removed upon completion.
- 2.9.2 The Contractor must ensure temporary lighting incorporates shields/guards to protect against breakage.

2.10 Sign-in / Sign-out

- 2.10.1 When the vessel remains in Care and Custody of the Crown, the Contractor must ensure employees and Sub-Contractors sign-in and sign-out of the Vessel Register located at the Quartermasters Station, or in a convenient location to the gangway, whenever they enter or leave the vessel. Alternatively, the Crown may provide an electronic system whereby passes are issued to those requiring access to the vessel. Individuals violating this requirement may be denied access to the vessel for the duration of the work period upon advice from the TA to the CA.

2.11 Lead Based Paints and Paint Approvals

- 2.11.1 The Contractor must provide Health Canada product approval for underwater hull surface paints controlled by Health Canada and the Pest Management Regulatory Agency,
- 2.11.2 The Contractor must identify and take precautionary measures to ensure the application of paints complies with Federal, Provincial and Municipal regulations,
- 2.11.3 The Contractor must not use lead-based paints.

General Notes

2.12 Clean and Hazard Free Site

- 2.12.1 The Contractor must maintain all spaces, compartments, work areas and areas used by Shipyard personnel as transit routes in a clean and sanitary condition and free from debris,
- 2.12.2 The Contractor must return the vessel to the CCG at least as clean as when work began. This includes both internal and external areas of work, as well as any affected adjacent spaces outside the principle areas of work,
- 2.12.3 The Contractor must supply own refuse containers to be emptied daily and removed upon completion of work. All rags, debris, and associated refuse are to be removed to refuse container(s) daily,
- 2.12.4 When working at CCG facilities, the Contractor must clean-up dock areas used by Contractor personnel and/or equipment. This includes but is not limited to the removal of all dirt, grit, debris, staging, containers and equipment as well as the immediate cleanup and proper disposal of leaked oil, solvent or any other hazardous materials,
- 2.12.5 If work will be conducted in the vicinity, the Contractor must supply and install for the duration of the work period a suitable material approved by the TA and IA at all main entries and over surfaces of the main, upper, flight and navigation officers decks to protect alleyways from dirt,
- 2.12.6 The Contractor must ensure safe access to the work area as required by applicable Health and Safety Regulations,
- 2.12.7 The Contractor must prevent rat and vermin harbourage onboard the vessel for the duration of the work period. The Contractor must remove any rats or vermin from the vessel if they do come onboard during the work period.
- 2.12.8 The Contractor shall not leave valuable items on the dock that could be removed by unauthorized personnel.

2.13 Fire Protection

- 2.13.1 The Contractor must ensure the isolation, removal and installation of fire detection and suppression systems or its components is performed by certified technicians familiar with the systems,
- 2.13.2 The Contractor must notify the TA and IA and obtain written approval from the TA prior to disturbing, removing, isolating, deactivating/disabling or locking-out any part of the fire detection or suppression system including heat and smoke sensors. The Contractor must also notify the TA and the IA once the system has been reactivated,
- 2.13.3 The Contractor must ensure protection against fire at all times including when working on the ship's fire detection or suppression system. This may be accomplished as suggested below and requires the written approval from the TA:
 - disabling only one portion of the system at a time,
 - by maintaining system function using spares while work is in progress,
 - other means acceptable to the TA.
- 2.13.4 The Contractor must note that failure to take necessary precautions while performing work on fire suppression systems may result in malfunction and discharge of CO₂, Halon or other fire suppression agents. The Contractor must recharge and certify at their cost, containers that are discharged as a result of their work.

General Notes

PART 3: GENERAL REQUIREMENTS

3.1 Electrical Work / Electronics

3.1.1 The Contractor must carry-out all electrical and electronic installations, renewals and repairs in accordance with the latest editions of:

- TP127 - “Ship Safety Electrical Standards”,
- IEEE Standard 45 – 2002 “Recommended Practice for Electrical Installations on Shipboard 2002”,
- CGTS-3 - “General Specifications for the Installation of Shipboard Electronic Equipment”.

3.1.2 The Contractor must replace, at no charge, the entire length of point to point cable if damaged as a result of installation.

3.1.3 The Contractor must not use plastic tie-wraps to secure wiring except in panels and junction boxes.

3.2 Paint Application

3.2.1 The Contractor must ensure new and/or disturbed steel work is painted in accordance with the specification.

3.2.2 The Contractor must power clean all new and disturbed steelwork prior to painting.

3.2.3 The Contractor must notify the IA to inspect after the surface preparation and the first coat of paint has cured and prior to application of the second coat.

3.2.4 N/A

3.2.5 The Contractor must ensure new and/or disturbed steelwork receives application of at least two (2) coats of marine primer immediately upon completion of work, unless specified otherwise.

3.3 Changes to Vessel Stability, Carrying Capacity or Structure

3.3.1 The Contractor must discuss with the TA any comments, concerns or observations they may have regarding the effect of work on the vessel’s stability or carrying capacity. Additionally, any work item that, in the opinion of the Contractor may pose a vessel structural problem is to be brought to the attention of the TA.

3.3.2 The Contractor must advise the IA and TA of the details of any major changes in the distribution of weights on the vessel while the vessel is in dry-dock.

3.4 CCG Employees and others on the Vessel

3.4.1 Canadian Coast Guard employees and other personnel such as Manufacturer’s Representatives and TCMS Inspectors may carry-out other work, including work items not included in this Statement of Work, on board the vessel during this work period. Every effort will be made by Canada to ensure this work and the associated inspections do not interfere with the Contractor’s work. The Contractor is not responsible for coordinating the related inspections or payment of inspection fees for this work.

3.5 Regulatory Inspections

3.5.1 The Contractor must ensure all work identified as requiring regulatory inspection is inspected by the applicable authority such as TCMS, Health Canada, Environment Canada etc., and that the required documentation is received to prove the inspections were conducted. The Contractor must not substitute inspection by the TA or IA for required regulatory inspections.

General Notes

- 3.5.2 The Contractor must provide original Certificates issued by inspectors to the TA and a Copy to the IA.
 - 3.5.3 The Contractor must coordinate all regulatory related inspections required for this Statement of Work.
 - 3.5.4 The Contractor must provide timely advance notification of scheduled regulatory inspections to the TA and IA so they may attend the inspection.
- 3.6 Welding**
- 3.6.1 The Contractor must ensure welding is completed in accordance with DFO/5672 – “Welding Health and Safety Technical Program”.
 - 3.6.2 The Contractor must obtain written permission of TA prior to commencing welding.
 - 3.6.3 The Contractor must not locally ground welding equipment near bearings or electronic equipment.
 - 3.6.4 The Contractor must ensure all steel welding is in accordance with 18-080-000-SG-001 Welding of Ferrous Materials and the Canadian Coast Guard Welding Specifications for Ferrous Materials, Revision 4. (TP6151)
 - 3.6.5 The Contractor must comply with CCG specification for ALUMINIUM WELDING (TP9415)
 - 3.6.6 The Contractor must ensure that when welding of any item requires the application of fusion welding for stainless steel structures, the Contractor or his Sub-Contractors is certified in accordance with the Canadian Welding Bureau, CSA\ACNOR AWS; Division 1.6 certification – latest revision copies of which must be submitted to the IA/TA prior to the start of welding
- 3.7 Requirements imposed on Contractor when Equipment must be Disturbed**
- 3.7.1 The Contractor must coordinate an inspection of the condition of items (i.e.: piping, manholes, parts, equipment etc) to be removed, prior to carrying-out or to gain access to carry-out specified work. The inspection must be conducted jointly by the Contractor, the IA and the TA.
 - 3.7.2 The Contractor must repair or replace any item that is damaged in this process. Any piping, manholes, parts, equipment etc. requiring installation after removal, must be refitted using new Contractor supplied materials such as jointing, packing, anti-seize compound, clamps, brackets, fasteners, oils, lubricants, cleaning solvents, preservatives and insulation. Materials must be in accordance with equipment manufacturers’ drawings, manuals or instructions. Where a substitution must be made, the IA and TA must approve in writing the materials used.
 - 3.7.3 The Contractor must provide a test plan and test to prove operation of disturbed items after completion of work.
- 3.8 Test Results**
- 3.8.1 The Contractor must ensure tests and trials are performed to the satisfaction of the IA, TA, and TCMS. All tests, measurements, calibrations and readings must be recorded and provided in a report to the IA, TA and TCMS. The reports must be bound and typewritten, double-spaced on 8 1/2" X 11" and indexed by specification number. The reports must also be provided in Adobe pdf format.
 - 3.8.2 The Contractor must ensure all dimensions are measured and recorded. All measuring devices must be described in the report and the name of the person taking the readings must also be recorded.

General Notes

- 3.8.3 The Contractor must ensure all testing and measurement equipment (mechanical or electronic) are calibrated and that calibration certificates are provided to the IA prior to final inspection or witnessing of tests.

3.9 Contractor Supplied Materials and Tools

- 3.9.1 The Contractor must unless otherwise specified, supply all materials.
- 3.9.2 The Contractor must ensure materials are new.
- 3.9.3 The Contractor must ensure material such as jointing, packing, insulation, small hardware, oils, lubricants, cleaning solvents, preservatives, paints, coatings, etc., are in accordance with the equipment manufacturer's drawings, manuals or instructions. Where no particular item is specified or where substitution must be made, the IA and TA must approve in writing the materials used. The Contractor must provide certificates of grade and quality for various materials, as requested to the TA and IA.
- 3.9.4 The Contractor must obtain CCG ship specific special tools from the TA and return them to the TA upon completion of work.

3.10 Machinery and Overhaul Installation

- 3.10.1 The Contractor must overhaul and install machinery and equipment as per the manufacturer's instructions, drawings and specifications.

3.11 Restricted Areas

- 3.11.1 The Contractor must not enter the following areas except to perform work as required by the specifications: all cabins, offices, workshops, engineer's office, wheelhouse, control room, public washrooms, galley, mess rooms and lounge areas.

3.12 Protecting Equipment/Areas from Damage

- 3.12.1 The Contractor must protect equipment/areas (example: machinery, equipment, fittings stores or items of outfit) from damage by exposure, weather, movement of materials, sand, grit, or shot blasting, welding, grinding, burning, gouging, painting or airborne particles of paint etc.
- 3.12.2 The Contractor must provide the IA and TA the opportunity to inspect any protection installed prior to the work commencing.

3.13 Verification of Information Provided by CCG

- 3.13.1 The Contractor must verify, prior to bid submission, all drawings, pictures, dimensions, descriptions, locations, measurements, engineering values, materials, etc. listed or implied. Information such as engineering drawings, pictures, etc may have been provided with the accompanying technical specifications.

3.14 Drawing Revisions

- 3.14.1 The Contractor must revise drawings as required to a quality at least equal to those being updated. For example, drawings that have been lettered and dimensioned in a professional manner are not to be updated by hand. Updated hard copy drawings must be provided to the IA and TA in an acceptable format and if electronic format drawings have been provided for updating, these must be returned using the same version of software as originally used.

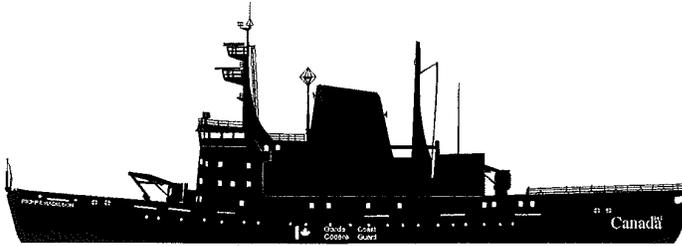
General Notes

3.15 Service Conditions

- 3.15.1 The Contractor must provide ice-clearing services if so required for ship movements.
- 3.15.2 The Contractor must provide all enclosures and heating required to carry out work, taking into account the nature of the work, time of year and weather conditions. Examples of work items where heating and enclosures may be required include but are not limited to painting, shaft withdrawal, and tank cleaning.
- 3.15.3 Unless otherwise specified, all components, materials and installations supplied by or carried-out by the Contractor must be adequate to meet the following service conditions:
 - In areas that are exposed to the elements:
 - outside air temperature of minus 40°C to plus +35°C;
 - wind velocity of 50 knots;
 - water temperature of minus 2°C to plus +30°C;
 - shock loading of 2.5g horizontal, 1.5g vertical. All new components, materials and installations within the ship must be adequate to withstand the specified shock loading accelerations.

3.16 Recording of Work in Progress

- 3.16.1 The IA and TA may record work in progress using various means including but not limited to photography and video, digital or film.



NGCC Des Groseilliers

PONTS EXTÉRIEURS

1 **COUCHE :** Interbond 501, Époxy Primer, *Auto primer.*

INTERNATIONAL

Rouge-brun pour pont RAL 3011

Kit de 5 gallons :

Interbond 501(Part A) KQA101

Interbond 501 (Part B) KQA100

Convertisseur : KQA 100

Thinner : GTA 415 - ou GTA 220

Épaisseur : Humide : 159 Micron (6.25 mils), Sec : 127 Micron (5.0 mils)

Surface pour le pont :

Dessus de la timonerie : 1500 pi²

Dessus du pont de navigation : 1500 pi²

Pont des embarcations et pont d'envol : 9125 pi²

Pont supérieur : 8450 pi²

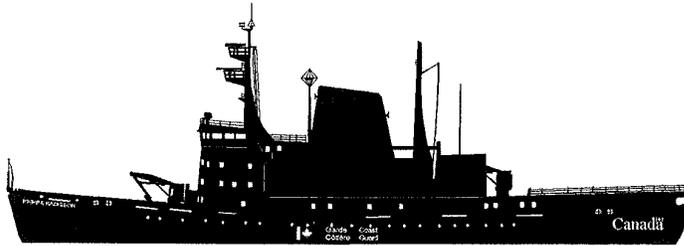
Surface total pour tout les ponts : 20 575 pi²

Couverture théorique : 257 pi² / gallon

Nombre de gallon requis pour tout les ponts : 80 + 30% (perte) = 104 gallons

Notes :

- Application : Fusil à peindre, rouleau ou pinceau
- Lorsque le métal est à nue, il faut appliquer 2 couches.



NGCC Des Groseilliers

Superstructures

1 IERE COUCHE : Interprime 234
Blanc cassé
CPA235/1

Kit de 1 gallon:

Convertisseur :

Thinner : GTA 004

Épaisseur : Humide : 157 Micron (6.2 mils), Sec : 127 Micron (5.0 mils)

Surface pour les superstructures :

- Château avant: 2300 pi²
- Château avant tribord : 940 pi²
- Château avant bâbord: 940 pi²
- Pont de navigation côté tribord, pont des officiers côté tribord, Pont des embarcations côté tribord: Total : 1475 pi²
- Pont de navigation côté bâbord, Pont des officiers côté bâbord, Pont des embarcations côté bâbord, Pont supérieur côté bâbord et Tribord : Total : 1475 pi²
- Pont supérieur côté tribord, Pont supérieur côté bâbord, Pont supérieur arrière : Total : 3600 pi²

Surface total : 10 730 pi²

Couverture théorique : 256 pi² / gallon

Nombre de gallon requis pour tout les ponts : 42 + 30% (perte) = 55 gallons

Notes :

- Le total des aires ne tient pas compte des fenêtres, des portes, etc.

2 ième COUCHE : Interlac 665

r :

RAL 9003

**Couleur : Blanc cassé
INTERNATIONAL**

Kit de 1 gallon :

Convertisseur :

Thinner : GTA 004

Épaisseur : Humide : 89 Micron (3.5 mils), Sec : 51 Micron (2.0 mils)

Surface pour les superstructures :

- Château avant: 2300 pi²
- Château avant tribord : 940 pi²
- Château avant bâbord: 940 pi²
- Pont de navigation côté tribord, pont des officiers côté tribord, Pont des embarcations côté tribord: Total : 1475 pi²
- Pont de navigation côté bâbord, Pont des officiers côté bâbord, Pont des embarcations côté bâbord, Pont supérieur côté bâbord et Tribord : Total : 1475 pi²
- Pont supérieur côté tribord, Pont supérieur côté bâbord, Pont supérieur arrière : Total : 3600 pi

Surface total : 10 730 pi²

Couverture théorique : 457 pi² / gallon

Nombre de gallon requis pour tout les ponts : 23 + 30% (perte) = 30 gallons

Notes :

- Le total des aires ne tient pas compte des fenêtres, des portes, etc.