

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016

**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**

Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Title - Sujet</b> CCGS COURTNEY BAY REFIT	
<b>Solicitation No. - N° de l'invitation</b> F5561-132308/A	<b>Date</b> 2013-07-09
<b>Client Reference No. - N° de référence du client</b> F5561-13-2308	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-403-9026
<b>File No. - N° de dossier</b> HAL-3-71078 (403)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-25</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brow, Theresa	<b>Buyer Id - Id de l'acheteur</b> hal403
<b>Telephone No. - N° de téléphone</b> (902) 496-5166 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS CCGC COURTNEY BAY SAINT JOHN NEW BRUNSWICK E2L4B3 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and 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;
- 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, 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 Statement of Work, the Basis of Payment, the Insurance Requirements, and any other annexes.

### **2. Summary**

The Contractor must:

- a. carry out the maintenance and alterations of the Department of Fisheries and Oceans vessel CCGS Edward Cornwallis in accordance with the Requirement at Annex A.
- b. carry out any approved unscheduled work not covered in the above paragraph (a).

### **3. Debriefings**

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**

### **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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

## **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.

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than Five (5) calendar 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.

## **4. Applicable Laws**

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

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.

## **5. Bidders' Conference**

A bidders' conference will be held onboard the vessel at the Canadian Coast Guard Base, Saint John, New Brunswick on 18 July 2013. The conference will begin at 1:30 PM local. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority 48 hours before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least Three (3) working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

A9083T (2006-06-16)

## 6. Optional Vessel Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on 18 July 2013, beginning at 08:00 local onboard the vessel. Bidders are requested to communicate with the Contracting Authority two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

A9038T (2006-06-16)

## 7. Work Period - Marine

Work must commence and be completed as follows:

Commence: 30 July 2013;  
Complete: 23 August 2013.

By submitting a bid, the Bidder certifies that they have sufficient material 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.

D6007T (2007-11-30)

## 8. Project Schedule

As part of its technical bid, the Bidder must propose its preliminary project schedule, in Gantt chart format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

The Bidder's schedule must also provide a target date for each of the following significant events:

- a. Vessel Docking ;
- b. Vessel Undocking ;
- c. Sea Trials.

A0011T (2007-05-25)

## 9. Vessel Transfer Costs

**9.1** The evaluation price must include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be performed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:

- a) The Bidder must provide the location of the shipyard/ship repair facility where it proposes to perform the Work together with the applicable vessel transfer cost from the list provided under paragraph 2 of this clause:

Proposed shipyard/ship repair facility: \_\_\_\_\_  
Applicable vessel transfer cost: \_\_\_\_\_ .

b) If the list in paragraph 2 of this clause does not provide the shipyard/ship repair location where the Bidder intends to perform the Work, then the Bidder must advise the Contracting Authority, in writing, at least Five (5) calendar days before the bid closing date, of its proposed location for performing the Work.

The Contracting Authority will confirm to the Bidder, in writing, at least Three (3) calendar days before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

A bid that specifies a location for executing the Work which is not on the list of paragraph 2 of this clause, and for which a notification in writing has not been received by the Contracting Authority as required above, will be considered non-responsive.

## 9.2 List of shipyard/ship repair facilities and applicable vessel transfer costs

Vessel: CCGC Courteney Bay

Home port: Saint John, New Brunswick

Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility.

Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation must be:

- i) included as part of the Bidder's financial bid in the case where the Bidder is responsible for the transfer; or
- ii) identified as the applicable vessel transfer cost, as given in the list below, in the case when Canada is responsible for the transfer.

Shipyard / ship repair facility	Applicable vessel transfer cost
AF Theriault, Meteghan, Ns	\$1,446.00
Shelburne, Ship Repair, Shelburne, NS	\$4,972.00
LIFE, Lunenburg, NS	\$5,714.00
ABCO, Lunenburg, NS	\$5,714.00
CME, Marine Works, Sambro, NS	\$5,938.00
Aecon Fabco / Pictou, NS	\$8,675.00
Verreault Navigation Inc. / Les Mechins, QC	\$14,867.00
St John's Dockyard Ltd. / St John's, NL	\$12,725.00
Samson Enterprises, Arichat, NS	\$7,672.00
Davies Industries Inc. Levis, QC	\$14,081.00
Heddle Marine Services Inc. / Hamilton, ON	\$19,719.00

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A2040T (2008-05-12)

### **10. Docking Facility Certification**

Before contract award, the successful Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the docking facility, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other documents detailed in the Contract. The successful Bidder will be notified in writing and will be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to show the adequacy of the proposed docking arrangement.

Before contract award and within Five (5) calendar days of written notification by the Contracting Authority, the successful Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant or classification society and must have been issued within the past two years.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock may, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

B9006T (2008-05-12)

### **11. Workers Compensation Certification- 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, within Five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

A0285T (2007-05-25)

### **12. Welding Certification**

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:

CSA W47.1-03, Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1); and

CSA W47.2-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.1).

Before contract award and within Five (5) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

B4075T (2008-05-12)

### 13. SAAC Manual Clauses

A7035T (2007-05-25) List of Proposed Sub-contractors

A9125T (2007-05-25) Valid Labour Agreement

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Financial Bid (1 hard copy)

Section II: 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "F". The total amount of Applicable Taxes must be shown separately, if applicable.

#### 1.2 SACC Manual Clauses

C0414T (2008-05-12) Vessel Refit, Repair or Docking – Cost

C0417T (2008-05-12) Unscheduled Work and Evaluation Price

#### Section II: Certifications

Bidders must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

### **2. Basis of Selection**

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

A0069T (2007-05-25)

### **3. Public Bid Opening**

A public bid opening will be held in the offices of Public Works and Government Services at 1713 Bedford Row in Halifax, Nova Scotia at 2:00 PM ADT on 25 July 2013.

A0017T (2007-05-25)

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true

#### **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to

meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 2.1 Federal Contractors Program - Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

( ) 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;

( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

( ) 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), in which case a duly signed certificate of commitment is attached;

( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

A3030T (2010-08-16)

## 2.2 Supporting Certifications and Technical Deliverable Requirements

### a. Project Schedule

- b. **Docking Facility Certification**
- c. **Workers Compensation Certification- Letter of Good Standing**
- d. **Welding Certification**
- e. **List of Proposed Sub-contractors**
- f. **Valid Labour Agreement**

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Financial Capability**

*Manual SACC* clause A9033T (2012-07-16) Financial Capability

### **3. Insurance Requirements**

The Bidder must provide 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 the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

G1007T (2011-05-16)

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Requirement**

The Contractor must:

- a. carry out the maintenance and alterations of the Department of Fisheries and Oceans vessel CCGC Courtney Bay in accordance with the Requirement at Annex A
- b. carry out any approved unscheduled work not covered in the above paragraph (a).

### **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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## **2.1 General Conditions**

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

## **2.2 Supplemental General Conditions**

1029 (2010-08-16) Ship Repairs, apply to and form part of the Contract.

## **3. Term of Contract**

### **3.1 Work Period - Marine**

Work must commence and be completed as follows:

Commence: 30 July 2013

Complete: 23 August 2013

The Contractor certifies that they have sufficient material 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.

D6007C (2007-11-30)

## **4. Authorities**

### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Theresa Brow  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions, Marine  
1713 Bedford Row,  
Halifax, Nova Scotia

Telephone: (902) 496-5166

Facsimile: (902) 496-5016

E-mail address: Theresa.Brow@pwgsc-tpsgc.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.

### **4.2 Project Authority**

The Technical Authority for the Contract is:

Tim Matthews  
Fisheries and Oceans / Canadian Coast Guard

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## Technical Management Services

Telephone: (902) 446-4384  
Facsimile: (902) 426-2330  
E-mail Address: Tim.Matthews@dfo-mpo.gc.ca

The Technical Authority named above 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.

A1030C (2007-05-25)

### 5. Payment

#### 5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

C0207C (2011-05-16)

#### 5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price  
SACC *Manual* clause H1000C (2008-05-12) Single Payment

### 6. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices are to be made out to:

Fisheries and Oceans  
Marine Engineering  
Maritime Regional Headquarters Building  
50 Discovery Drive, level 4  
Dartmouth, Nova Scotia  
B2Y 4A2

Attention: Diane McNair

The original invoice is to be forwarded for verification to:

Public Works and Government Services Canada

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Acquisitions, Marine  
P.O. Box 2247, 1713 Bedford Row  
Halifax, Nova Scotia  
B3J 3C9

Attention: **Theresa Brow**

H5001C (2008-12-12)

## 7. Project Schedule

The Contractor must provide a detailed project schedule in Gantt chart format to the Contracting Authority and the Project Authority One (1) week after award of Contract. This schedule must highlight the specific dates for the events listed below and all items listed in the Pricing Data Sheet .

The Contractor's schedule must include target dates for each of the following significant events:

- a. Vessel Docking ;
- b. Vessel Undocking ;
- c. Sea Trials .

A0011C (2007-05-25)

## 8. Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

B9035C (2008-05-12)

## 9. Provision of Office Accommodation by the Contractor

For the period of the Contract, the Contractor must provide furnished office accommodation for authorized representatives of Canada as follows:

- a. provide high speed internet (wired or wireless)
- b. provide the temporary use of a black and white printer / scanner (USB)

The above office furnishings and accommodations are to be made available for one (1) representative of Canada only and may not be occupied at all times during the period of the Contract. During periods of inoccupancy the Contractor may make other uses of the office accommodations as required.

A9060C (2006-06-16)

## 10. Welding Certification

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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.

In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance 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.

B4075C (2008-05-12)

#### **11. Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

D5328C (2007-11-30)

#### **12. Outstanding Work and Acceptance**

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-TPSGC 1205, 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.

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.

D5801C (2008-05-12)

#### **13. Vessel Warranty – Refit and Repair**

The warranty clause of the general conditions forming part of the Contract is deleted and replaced by the following:

## "08 Warranty"

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.

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:

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.

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

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

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;

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.

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.

Refer to Annex "D " for Warranty Defect Claim Procedures and forms.

K0027C (2010-08-16)

### **14. Warranty – Contractor responsible for all costs**

Section 22 entitled Warranty of general conditions 2030 is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

All other provisions of the warranty section remain in effect.

K0030C (2012-07-16)

## 15. SAAC Manual Clauses

A0285C (2007-05-25)	Workers Compensation
A9047C (2008-05-12)	Title to Property – Vessel
A9006C (2012-07-16)	Defence Contract
B5007C (2010-01-11)	Procedures for Design Change or Additional Work
B9014C (2008-05-12)	Outstanding Work and Acceptance – Civilian
B9035C (2008-05-12)	Progress Meetings
A0032C (2011-05-06)	Vessel Manned Refits
A0290C (2008-05-12)	Hazardous Waste – Vessels
A9055C (2010-08-16)	Scrap and Waste Material
A9066C (2008-05-12)	Vessel – Access by Canada

## 16. Certifications

### 16.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

## 17. Applicable Laws

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

## 18. 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);
- (c) the general conditions 2030 (2013-06-27);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex F, Financial Bid Presentation Sheet;
- (g) Annex C, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_.

## 19. Insurance Requirements

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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) 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.

G1001C (2008-05-12)

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## **ANNEX "A" - STATEMENT OF WORK**

The entire Statement of Work is a separate electronic document entitled:

Refit Specification - CCGC Courtenay Bay, Specification No. 13-C115-006-01 July 15, 2013

**ANNEX B - BASIS OF PAYMENT**

**Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. Refer to Annex F "Financial Bid Presentation Sheet".**

**1. Contract Price**

<b>a)</b>	<b>Known Work</b> For work as stated in Part 1, Specified in Annex "A" for a FIRM PRICE of:	\$ _____
<b>d)</b>	<b>Taxes</b>  Estimated at ( __% ) of Line a) only	\$ _____
<b>e)</b>	<b>Total Firm Price</b> Taxes Included:  For a FIRM PRICE of :	\$ _____

**2. Unscheduled Work****2.1 Price Breakdown:**

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

**2.2 Pro-rated Prices:**

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

**2.3 Payment for 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 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, calculated at \_\_\_\_\_ percent 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 term of the Contract and any subsequent amendments.

C0902C (2008-12-12)

**3 Overtime**

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the

average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent 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 deemed necessary by Canada.

#### 4 Daily Services Fee

In the event of a delay in the performance of the Work that lengthens the Work Period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

- |     |                                       |          |
|-----|---------------------------------------|----------|
| (a) | For a working day on the drydock      | \$ _____ |
| (b) | For a non-working day on the drydock: | \$ _____ |
| (c) | For a working day at the berth:       | \$ _____ |
| (d) | For a non-working day at the berth:   | \$ _____ |

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

## **ANNEX C - INSURANCE REQUIREMENTS**

### **C1 Ship Repairers' Liability Insurance**

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 in the annual aggregate.

The Ship Repairer's Liability insurance must include the following:

**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.

**Waiver of Subrogation Rights:** Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.

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

**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.

**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.

G5001C (2008-05-12)

### **C2 Commercial General Liability Insurance**

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 \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

**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.

**Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.

**Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

**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.

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**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.

**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.

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

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

**Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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

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

G2001C (2008-05-12)

### **C3 Limitation of Contractor's Liability for Damages to Canada**

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.

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 \$10,000,000.00 . This limitation of the Contractor's liability does not apply to:

any infringement of intellectual property rights; or

any breach of warranty obligations.

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.

N0001C (2008-05-12)

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## **ANNEX D– WARRANTY DEFECT CLAIM PROCEDURES AND FORMS**

### **Warranty Procedures**

#### **1. Scope**

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

#### **2. Definition**

There are a number of definitions of “warranty” most of which are intended to describe its force and effect in law. One such definition is offered as follows:

“A warranty is an agreement whereby the vendor’s or manufacturer’s responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer.”

#### **3. Warranty Conditions**

a. 2030 General Conditions - Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.

b. The warranty periods may be stated in more than one part:

i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;

ii. 365 days from the date of acceptance for the specified areas of painting;

iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;

iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.

c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:

i. items becoming unserviceable that were not included in the refit specification;

ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and

iii. work performed that is directly related to the Technical Authority.

#### **4. 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,

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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.

## 5. 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 attached 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 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 man-hours 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.

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## 6. 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 man-hours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

## 7. 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.

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**APPENDIX 1 to ANNEX D****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	<b><u>Effect on Vessel Operations</u></b> <b><u>Effet sur des opérations de navire</u></b> Critical – Critique <input type="checkbox"/> Degraded – Dégradé <input type="checkbox"/> Operational - Opérationnel <input type="checkbox"/> Non-Operational - Non-opérationnel <input type="checkbox"/>	
<b>1. Description of Complaint – Description de plainte</b>		
Contact Information – information de contact		
Name – Nom	Tel. No. - N° Tél	
Signature – Signature	Date	
<b>2. Contractor's Investigative Report – Le rapport investigateur de l'entrepreneur</b>		
<b>3. Contractor's Corrective Action – La Modalité de reprise de l'entrepreneur</b>		
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	

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

\_\_\_\_\_  
Signature – Signature

\_\_\_\_\_  
Date

**5. Additional Information – Renseignements supplémentaires**



**ANNEX F - FINANCIAL BID PRESENTATION SHEET****Proposed Work Period Location:** \_\_\_\_\_**1. Evaluation of Price**

<b>a)</b>	<b>Known Work</b> For work as stated in Part 1, specified in Annex "A" and detailed in the attached Pricing Data Sheet for a FIRM PRICE of:	\$ _____
<b>b)</b>	<b>Unscheduled Work</b> Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 3,000 person hours X \$ _____ per hour for a PRICE of:	\$ _____
<b>c)</b>	<b>Daily Services Fees</b> i) Five (5) working days on drydock X \$ _____ = \$ _____ ii) two (2) non-working days on drydock X \$ _____ = \$ _____ iii) one (1) working day at berth X \$ _____ = \$ _____ (iv) one (1) non-working day at berth X \$ _____ = \$ _____	\$ _____
<b>d)</b>	<b>Vessel Transfer Cost</b> As stated in Part 2.	\$ _____
<b>e)</b>	<b>EVALUATION PRICE</b> Taxes Excluded, [a + b + c + d ]: For an EVALUATION PRICE of :	\$ _____

**2. Unscheduled Work****2.1 Price Breakdown:**

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

**2.2 Pro-rated Prices:**

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

**2.3 Payment for 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 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, calculated at \_\_\_\_\_ percent 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 term of the Contract and any subsequent amendments.

C0902C (2008-12-12)

**3. Overtime**

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent 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 deemed necessary by Canada.

**4. Daily Services Fee**

In the event of a delay in the performance of the Work that lengthens the Work Period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

- (a) For a working day on the drydock \$ \_\_\_\_\_
- (b) For a non-working day on the drydock: \$ \_\_\_\_\_
- (c) For a working day at the berth: \$ \_\_\_\_\_
- (d) For a non-working day at the berth: \$ \_\_\_\_\_

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

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## **APPENDIX 1 TO ANNEX "F"**

### **PRICING DATA SHEET**

The Pricing Data sheet will be provided with the minutes of the bidders conference as a Solicitation Amendment and will be titled **Pricing Data Sheet**.

# CANADIAN COAST GUARD



## REFIT SPECIFICATION CCGC COURTENAY BAY



July 15, 2013

ST. JOHN, NEW BRUNSWICK



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## GENERAL NOTES

1. **On-Site Project Officer:** All the specified work, as well as all work arisings, shall be completed to the satisfaction of On-site Project Officer who, unless otherwise advised, will be the Chief Engineer of the ship, or his designated representative. Upon completion of each item of the specification, the Chief Engineer shall be notified so that he/she may inspect the work prior to the complete closing up of any work. Failure to give notification does not absolve Contractor of the responsibility of providing Chief Engineer the opportunity to inspect any item. Inspection of any item by the Chief Engineer does not substitute for any required inspection by Transport Canada Marine Safety Branch (TCMSB), Public Works and Government Services Canada (PWGSC) or Health Canada (HC).
2. **Safety:** There is a safety annex attached to this specification entitled "FLEET SAFETY MANUAL REQUIREMENTS". In addition to the detailed requirements within the specification, this annex contains excerpts from the document DFO 5737, "FLEET SAFETY MANUAL" that are applicable to contracted refit and dry-docking situations. If Contractors do not already have copies of this reference, they will be made available upon request.

It is noted in the annex, that all contracted work shall be conducted in compliance with the requirements of the Canada Labour Code, Part 2. Potential Contractors shall include with their bids the name of their Safety Manager or Supervisor who will ensure that these requirements for workplace safety are met.

3. **Sub-Contractors:** All conditions, stipulations etc. listed in the General Notes apply to any Sub-Contractors employed by the Main Contractor to carry out work on any Specification Item.
4. **Schedule:** At the Pre-Refit Meeting, the successful Contractor shall provide a Production Bar Chart or Schedule showing commencement and completion dates for each item in this specification. This document shall highlight any critical dates and be capable of showing the effects of late completion date of the work package. Contractor shall provide updated Production Schedules to the Chief Engineer and PWGSC Inspector whenever the schedule is revised.
5. **Daily Service Fee:** Contractor shall allow sufficient time to complete all the 'known' work described in this specification. Contractors shall bid the total price of their estimated daily service fees, plus a unit price for adjustment purposes. The Contractor shall provide sufficient personnel, materiel, and equipment resources to complete the specified work, including the allowance for arisings, within the period of the contract. Extra effort required due to the Contractor's failure to maintain his production schedule will not be paid for by CCG.

## GENERAL NOTES (CONT.)

6. **Chemist's Certificates:** Contractor shall supply Chief Engineer with Marine Chemist's Certificates in accordance with TCMSB TP 3177E before any cleaning, painting or hot work is commenced in confined spaces or machinery compartments. Certificates shall clearly state the type of work permitted, duration of certificate and the following air test information: toxic gas level in PPM, % LEL (percentage lower explosive limit) and % O<sub>2</sub> (percentage oxygen). Each certificate must be signed and dated by the marine chemist or qualified person carrying out the test. All certificates shall be renewed as required by the regulations. Contractor and his sub-Contractors are advised that any work carried out in confined spaces as defined by the Canada Labour Code (CLC) and relevant provincial legislation must fully comply with all provisions therein.

Contractor and his sub-contractors are advised that any work carried out in confined and / or enclosed spaces as defined by the Canadian Labour Code Part II (CLC), the Marine Occupational Health & Safety Regulations (MOSH) and the relevant provincial legislation shall be fully complied with.

<http://www.tc.gc.ca/MarineSafety/tp/TP3177/tp3177e.pdf>

Canadian Labour Code <http://laws.justice.gc.ca/en/L-2/index.html>

MOSH <http://laws.justice.gc.ca/en/L-2/SOR-87-183/index.html>

7. **Welding:** Contractor shall be currently certified by the Canadian Welding Bureau in accordance with Standard W47.1-1983 "Certification of Companies for Fusion Welding of Steel Structures," Division 1, 2.1 or 2.2. Where welding is required on aluminium superstructure CCG specification for ALUMINIUM WELDING (TP 9415E) will apply and Contractor shall be qualified to CWB 47.2 for aluminium welding. All personnel performing welding shall be approved by the Canadian Welding Bureau. All sub-contractors shall be currently certified by CWB as above + Division 3. When a sub-contractor is certified to Division 3, then the primary Contractor shall have a certified Quality Assurance Program in place that introduces and maintains proper control of the sub-contractor's performance. Any welding near bearings or electronic equipment shall have its work locally grounded. No welding shall be undertaken on the vessel without the direct permission of the Chief Engineer.
8. **Electrical:** All electrical installations or renewals shall be in accordance with the latest editions of the following Marine electrical standards:

TP 127E - Ship Safety Electrical Standards

<http://www.tc.gc.ca/marinesafety/tp/tp127/TP127E.pdf>

IEEE Standard 45 - Recommended Practice for Electrical Installation on Shipboard. <http://standards.ieee.org/announcements/45rev.html>

## GENERAL NOTES (CONT.)

9. **Hotwork Ventilation and Containment:** During all known work and work arisings that involve hotwork, Contractor shall ensure that all dust, debris, gas and smoke generated by the work is evacuated from the vessel by the most direct method.

Each item that involves hotwork shall have a defined zone which shall be kept sealed off from the rest of the vessel during the complete work period that involves the generation of welding gases, smoke, and grinding dust etc. These zones shall be indicated in the items contained within the known work package. All extra work arisings that involve hotwork shall have a zone determined using the same logic. The zone shall be limited to the space(s) where the hotwork is being done, 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.

In areas where occupied accommodations and or workplaces cannot be completely isolated from personal access a double sealed door (air lock) arrangement shall be erected to minimize ingress of the contaminants into occupied areas. A ventilation extraction point shall 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.

All doorways within the affected area that are not being worked or require access for fire watch activities shall be sealed off to prevent all containments from getting in. Passageway branches that connect to the zone shall be sealed off. Contractor shall completely clean all surfaces and fabrics within a compartment that are not suitably protected.

10. **Protection:** Contractor shall provide adequate temporary protection for any equipment or areas affected by his work. Contractor shall take proper precautions to maintain in a proper state of preservation any machinery, equipment, fittings, stores or items of outfit (furnishings, linings, deck coverings, etc.) which might become damaged by exposure, movement of materials, paint, sand, grit or shot blasting, airborne particles from sand, grit or shot blasting, welding, grinding, burning, gouging and painting. Any damage shall be the responsibility of the Contractor to repair or renew.
11. **Auxiliary Services:** Contractor shall include in quotation the costs of any and all transportation, rigging, staging, slinging, crantage, removals, and installations of parts and equipment such as may be required to carry out work.

## GENERAL NOTES (CONT.)

12. **Enclosures and Heating:** Contractor shall provide all enclosures and heating required to carry out all the scheduled work, taking into account the nature of the work, the time of year the refit is, and the weather conditions for that time of year in Contractor's geographic area. Examples of where heating and enclosures could be required include but are not limited to painting, shaft withdrawal, and tank cleaning.

13. **Service Conditions:** Unless specified otherwise, all components, materials and installations supplied by or carried out by the Contractor shall 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 (+) 350 C;
- wind velocity of 50 knots;
- water temperature of minus (-) 20 C to plus (+) 300 C;
- shock loading of 2.5g horizontal, 1.5g vertical.

All new components, materials and installations within the ship shall be adequate to withstand the specified shock loading accelerations.

14. **Hotwork & Fire Watches:** Any item of work involving the use of heat in its execution requires that the Contractor advises the Chief Engineer prior to starting such heating and upon its completion. Contractor shall provide sufficient suitable fire extinguishers and a fire watch during any such heating and until the work has cooled. The fire watch shall be arranged such that all sides of surfaces being worked on are visible and accessible. Ship's extinguishers are not to be used except in an emergency. Should the Contractor have to use ship's extinguishers in an emergency they are to be recharged and re-certified by a local facility, of CCG's choice, at Contractor's cost. Contractor shall provide suitable fire retardant coverings to protect wire ways, cables, equipment and structure from welding slag, splatter etc.

15. **Relocations:** Any piping, manholes, parts and/or equipment requiring temporary relocation to carry out specified work, or to gain access, shall be refitted upon completion with new jointing, anti-seize compound, clamps and brackets as applicable (Contractor supply - CFM). All equipment and systems, so disturbed, shall be tested to prove correct function and fluid integrity upon completion. Defects shall be corrected at Contractor's cost. Note: It shall be Contractor's responsibility to identify, to the Chief Engineer, equipment and systems that are to be tested to verify correct function, prior to being disturbed for required work.

## GENERAL NOTES (CONT.)

16. **Lighting:** Temporary lighting and/or temporary ventilation required by Contractor to carry out any item of this specification shall be supplied, installed and maintained in safe working condition by the Contractor and removed on completion of the related work. Naked light bulbs or tubes shall not to be used as temporary lighting inside the vessel. All lights used in the vessel shall be supplied with approved guards.
17. **Cleanup:** Contractor shall ensure that all spaces, compartments, and areas where work has been carried out, or Shipyard staff and Sub-Contractors has used for transit routes, are left in "as clean a condition as found" when the vessel commenced refit. This includes both internal and external areas of work, as well as any affected adjacent spaces outside the principle areas of work. All rags, debris, and associated garbage generated by the shipyard staff and Sub-Contractors while on board shall be removed to the garbage container(s) each day. Costs associated with the removal of dirt, debris, and garbage shall be included in the Contractor's quote.
18. **Inspection:** Contractor shall be responsible for calling in the services of TCMSB, PWGSC and HC Inspectors when and as required for survey and inspection items. All TCMSB surveyors called in by the Contractor shall be asked to sign-off the Chief Engineer's Inspection Log Book for all items surveyed. Where the approval of Environment Canada (EC) or any other authority is required by law or by work contained in this specification, Contractor shall be responsible for obtaining and keeping a record of these approvals. Three (3) copies of all approvals and records shall be given to the PWGSC inspector.
19. **Painting:** Unless specified otherwise, replacement and/or disturbed steelwork shall be given a minimum of two (2) coats of marine primer immediately upon completion of work. Contractor shall inform the Chief Engineer of the area to be primed so the Chief Engineer can advise the Contractor of the suitable primer to be used. Lead-based paints shall not be used. Prior to painting, all new and disturbed steelwork shall be power tool cleaned as a minimum standard of surface preparation. The Contractor shall arrange for the PWGSC Inspector to be notified after the first coat of paint is fully cured so that it may be inspected prior to the application of the second coat. Failure to do so shall result in another coat being applied at the Contractor's expense.

## GENERAL NOTES (CONT.)

20. **Materials & Tools:** All materials, unless otherwise specified, shall be supplied by the Contractor. Contractor to supply all necessary tools and equipment to perform the specified work. Special ship-specific tools, as required, will be issued by and returned to the Chief Engineer. Contractor shall be responsible for removing the tools from their stored location aboard the vessel, and returning them and securing them in place when finished. Otherwise, ship's tools and equipment will not be available for Contractor's use.
21. **Reference Material:** Chief Engineer may have provided information in this specification and attachments (engineering drawings, pictures, etc.) as guidance information only. All drawings, pictures, dimensions, descriptions, locations, measurements, engineering values, materials, etc. listed or implied shall be verified by Contractor, prior to any work or fabrication commencing. All discrepancies shall be recorded and reported to the Chief Engineer and PWGSC Inspector as soon as possible. Any changes to the specified work, due to the above, shall be resolved between Contractor and Chief Engineer prior to work starting.

The overhaul and installation of all machinery and equipment specified herein shall be as per the manufacturers' applicable instructions, drawings and specifications.

22. **Measurements:** All dimensional measurements shall be taken and recorded in inches. Unless otherwise specified, the dimensions shall be taken and reported in thousandths of an inch (0.000"). All measuring devices shall be described on the submitted reporting sheets. All reported dimensions shall be either typed or printed in a neat legible manner, and shall include the name of the person who took the readings. Contractor shall be responsible to ensure all testing and measurement equipment (mechanical or electronic) required to complete the specified work is calibrated and that calibration certificates for said devices shall be submitted to PWGSC inspector prior to final inspection or witnessing of tests.

All tests results, calibrations, measurements, trials and readings shall be properly tabulated, compiled and three (3) typewritten copies shall be provided; two copies to CCG Technical Services and one copy to the PWSC inspector. All test and trials shall be performed to the satisfaction of the Owner's representatives and TCMSB inspector.

## GENERAL NOTES (CONT.)

23. **Co-operation:** During the period that the ship is in refit, members of the ship's complement, Coast Guard technical staff, and service specialists may be carrying out repairs to, maintenance of, or modifications of various ships' equipment not covered in this specification. The Contractor shall not deny access to the vessel to these persons. Every effort will be taken to ensure that this Coast Guard controlled work will not interfere or conflict with that being carried out by the Contractor.
24. **Fire Safety Systems:** Whenever any work is being carried out involving the ship's fire fighting or fire detecting system, it shall be done in such a way as to leave the vessel and all persons aboard with adequate protection against fire at all times. This may be accomplished by removal or disarming of only a Portion of the system at a time, by replacement with spares while work is in progress, or by other reasonable means acceptable to Chief Engineer.
- Note: Contractor shall notify Chief Engineer prior to deactivation and upon reactivation of fire fighting and/or fire detecting systems.
25. **Smoking:** The Public Service Smoking Policy forbids smoking in Government ships in all areas inside the ship where shipyard personnel will be working. Contractor shall inform workers of this policy and ensure that it is complied with.
26. **Access:** The following areas are out of bounds to Contractor's personnel except to perform work as required by the specifications: all cabins, offices, workshops, Wheelhouse, Control Room, public washrooms, Officers' and Crew's Messes and Lounges. Contractors shall ensure that no workers bring meals onboard the ship.
27. **Dockside Cleanup:** Contractor shall be responsible for the clean-up of adjacent dock areas used by his personnel and/or equipment during the contracted work. Clean-up shall include, but not be limited to, the following:
- a) Removal of all dirt, grit and debris;
  - b) Removal of all staging, containers and equipment;
  - c) Immediate cleanup and legal disposal of any leaked oils, solvents or other hazardous liquids.

## GENERAL NOTES ADDITIONAL INFORMATION

1. The CCGC Courtenay Bay is a 52' "Arun Class" Canadian Coast Guard Search And Rescue (S.A.R.) lifeboat.
2. Vessel particulars are as follows:

Vessel Location	Saint John, New Brunswick.
Hull#	5
Year Built	1994
Yard	Raymond Industrie Ltd.
Engines	3408 Catepillar Diesel s/n 99U07738 s/n 99U07695
Gearboxes	Twin Disc MG514C
Length Overall	15.77 Meters
Breadth Molded	5.20 Meters
Depth Molded	2.00 Meters
Draft	1.32 Meters

## HD-01 SERVICES

Contractor is responsible for additional connections required when moving the vessel between dry-dock and alongside berth at their premises. Services are required for the full refit/dry-dock period. Each item shall be priced separately.

Contractor shall quote a global price and daily rates for all services supplied to the vessel during the dry-docking period for adjustment purposes.

### 1. Electrical Power

- 1.1 Shore power facilities shall be supplied and installed on the vessel using a single 100 amp source with CFM cables and fittings. The vessel requires one (1): 100 amp, 240 VAC, 60 hz connection. Contractor shall provide a unit cost per day for power connection for prorated adjustments.
- 1.2 Contractor shall supply and install a ground cable attached to the vessel's hull. Contractor shall ensure compliance as per the Transport Canada Marine Safety Bulletin – “Grounding Safety in Drydock”.

<http://www.tc.gc.ca/MarineSafety/bulletins/1989/06-eng.htm>

### 2. Gangways

- 2.1 Contractor shall supply and erect a gangway, complete with safety nets and guard rails as per Provincial regulations. Gangway to land on main deck aft and shall be illuminated during the dark hours when work is being conducted.

Reference web site;

<http://www.gov.ns.ca/lwd/healthandsafety/docs/FishSafe.pdf>

- 2.2 Any movement of the gangway for the convenience of the Contractor shall be at the expense of the Contractor.

## **HD-01 SERVICES (CONT.)**

### **3. Garbage Removal**

- 3.1 All garbage containers, vessel's waste baskets or Contractor supplied containers, shall be emptied out on a daily basis. Contractor shall remove their own daily garbage from work areas of the vessel. Cost shall be included in quote.
- 3.2 Contractor shall ensure all spaces, compartments and areas of the vessel, external and internal, are left in as clean a condition as found. Removing dirt, debris, and associated materials shall be included in their bid.

### **4. Berthing**

- 4.1 Berthing and mooring facilities shall be provided in accordance to the Fleet Safety Manual DFO 5737 as provided in the attached safety annex.
- 4.2 During refit, while not dry-docked; vessel shall be berthed at Contractor's wharf. There shall be sufficient water beneath the vessel that it shall not touch bottom at any time, upright and afloat.
- 4.3 Contractor is responsible for all movements of the vessel during the refit period; including arrangements and costs of linehandlers, tugs, pilots, initial tying up, and letting go of lines from Contractor's wharf on vessel departure from yard upon completion of refit.

### **5. Shelter / Enclosure**

- 5.1 The Contractor shall provide a protective shelter (enclosed heated building preferred) around the vessel prior to any work commencing, the shelter shall remain for the entire refit period. With the mast lowered, the vessel will have a height (bottom of keel to highest point) of approximately 8.3 meters. The shelter shall be heated and enclose all external work areas around the entire vessel including the superstructure and mast. The temperature in the protective shelter/building shall not drop to less than 15degrees Celsius during the refit period while the vessel is sheltered
- 5.2 The shelter will provide full protection while work is performed during inclement weather. The shelter will also prevent unwanted debris, particles and/or materials, i.e. grinding debris, sponge blast, paint chips, etc., from leaving the immediate work area and provide the Contractor with the ability to recover the above and dispose of them in an approved manner.

## **HD-01 SERVICES (CONT.)**

### **6. Sea Trial**

- 6.1 Bidders shall include a “2-hour” sea trial in their bid price. The vessel shall be operated by CCG personell under the Contractor’s direction. The aim of the sea trial shall be to prove the safe and correct function of all systems and equipment that have been worked on, added or disturbed as part of the refit.

### **7. Quality Control**

- 7.1 Contractor shall have a proven quality assurance program in place or is presently working on a system that may meet CSA series of Quality assurance program standards. This requirement will provide the Owner’s representative and PWGSC with a concise record of all pertinent information requested during the vessel refit.
- 7.2 Contractor shall provide a typewritten report of all test, trials, calibrations, measurements, etc. taken, whether identified or implied in this specification. Contractor shall compile the individual readings for each specification item into a report with copies of the workers original notes and provide a copy to the Owner’s representative and the PWGSC inspector upon completion of the refit.
- 7.3 The final report is not meant to be a formal document, but rather a concise record of all reading taken. If the specification item does not require any readings then a simple note saying so will suffice.

## HD-02 DOCKING / UNDOCKING

1. Contractor shall dock the vessel and allow sufficient service days (formally known as Lay Days) to perform both the work described in this specification as well as a margin of time to cover work arising. Contractor shall quote a service day cost for the entire refit period and provide a unit cost per service day for adjustment purposes. Contractor shall prepare blocks and necessary shoring to maintain true alignment of the vessel's hull and machinery throughout the dry-docking period. Upon completion of all specified work the Contractor shall undock the vessel.
2. A docking plan is available on board the vessel or from Marine Engineering Services (Owner). The Contractor is responsible for ensuring all loaned drawings are returned, in their original condition, upon completion of work.
3. Vessel Particulars:

Length Overall	15.77 Meters
Breadth Molded	5.20 Meters
Depth Molded	2.00 Meters
Draft	1.32 Meters
Depth Molded	2.05 Meters
Operating Displacement	35.5 Tonne
Fuel Capacity	3100 Litres
Electrical System	24 VDC, 12 VDC sub system 240 VAC Shore Connection
4. The vessel shall be docked so that all docking plugs, transducers, anodes and sea inlet grids are clear and accessible. Contractor shall ensure adequate clearance below the keel for performing work specified and shall advise in their bid, the minimum clearance expected. If any hull fittings are covered, the Contractor is responsible for all labour and materials required for making alternative arrangements for draining tanks, removal of docking plugs, blasting/painting of hull and/or moving blocks to gain access to areas of specified work.
5. The Contractor is responsible for the transfer of the vessel from its pre-docking berth or location onto its docking blocks. Likewise, Contractor is responsible for safe transfer of the vessel from blocks to berth upon re-floating of the vessel. Vessel's crew will not be available to assist with these operations nor will ships machinery. While at berth there shall be sufficient water beneath the vessel that it shall not touch bottom at any time (upright and afloat).

## **HD-02 DOCKING / UNDOCKING (CONT.)**

6. Within four (4) hours of docking, cleaning of the under water hull by high pressure fresh water washing shall commence. A high pressure wash between 3000 and 5000 pounds per square inch (psi) is required to remove all marine growth. Following cleaning, a preliminary visual inspection shall be undertaken in the presence of the Owner.
7. Prior to commencing hydro blasting, all hull mounted equipment and openings (excluding seabays) are to be fully protected. The Contractor shall adhere to the Fisheries Protection Act with reference to reclaiming water used to clean the hull.
7. The Contractor shall give the Owner a minimum of four (4) hours notice before adding/removing liquids from any vessel tanks. Similarly, the Owner will advise the Contractor of any intended onboard fluid transfers.
8. Upon completion of all specified work and a minimum of 24 hours notice to the Owner, the vessel shall be re-floated.
9. Any contamination of the vessel's hull by materials, fluids and debris present on the dock shall be cleaned after the vessel is re-floated and clear of the dock. Cost shall be at the Contractor's expense and to the satisfaction of the Owner.

# HD-02 DOCKING / UNDOCKING (CONT.)

## DOCKING PLAN

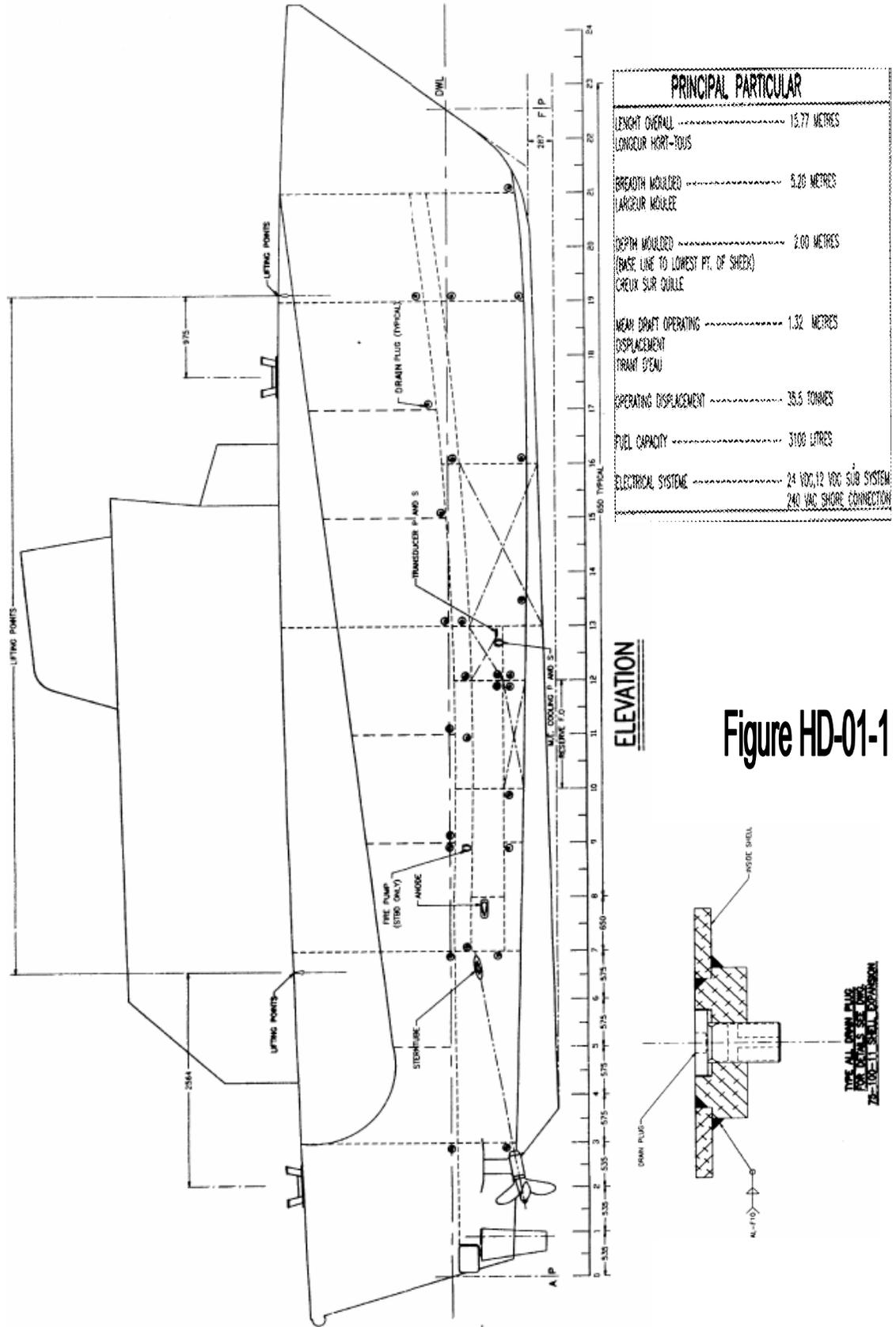
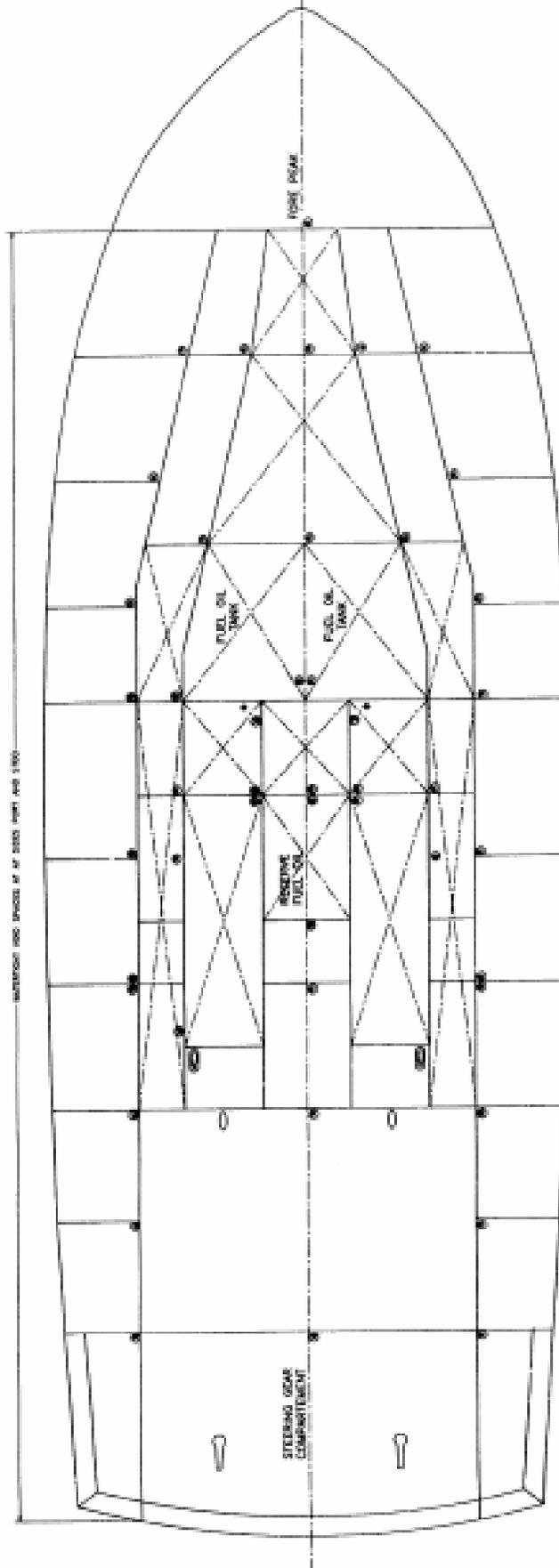


Figure HD-01-1

# DOCKING PLAN



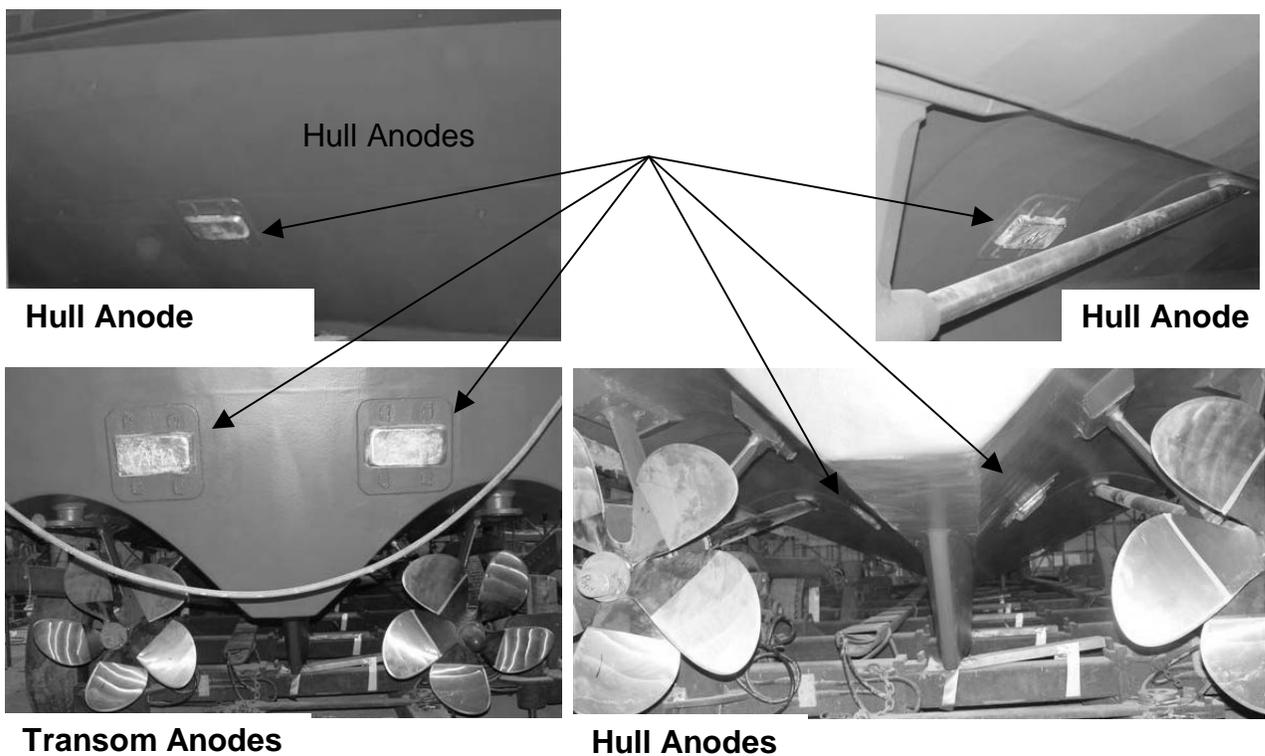
PLAN VIEW AT TANK TOP

Figure HD-01-2

## HD-03 ANODES

1. Contractor shall view and after consultation with the on site engineer or the Project Officer supply and install where required new anodes. There are currently eight (8) -10kg zinc anodes and 2 (two) rudder anodes, tear drop style 10 in total. Anodes shall have aluminum securing straps (all anodes welded on).
2. Contractor shall prepare and paint (as per Underwater Hull painting section H-03) the hull, transom and rudder areas behind the existing anodes which have been removed prior to installing new anodes. Contractor shall prepare each area for welding of the new anodes.

Figure HD-03-1 10 Kg Zinc Hull /Transom anode



## HD-03 ANODES (CONT.)

3. Contractor shall remove if required the existing shaft anodes and supply and install new collar type shaft anodes.

Rudder Anodes



Figure HD03-2 Starboard rudder



Figure HD-03-3 Port rudder

## H-01 TRIM TABS SYSTEM MAINTENANCE

1. Contractor shall conduct a functional test of the trim tab system prior to docking the vessel.( note this includes the Led trim indicator on the flying bridge) While conducting the function test the Contractor shall visually inspect the system in the presence of the Owner's representative to identify possible leak locations.
2. Contractor shall record the physical location of each trim tab with relation to their indicator lights in the wheelhouse and flying bridge prior to any removals. Contractor shall adjust the indicator cables where necessary after reinstallation to coincide with the indicator lights. The physical location of the port and starboard trim tabs shall be adjusted so that they are fully represented on their indicator panels.
3. After vessel has been dry-docked the Contractor shall remove the exterior trim tab shrouds figure H-01.1. Contractor shall remove the port and starboard trim tab indicator rods figure H-01.1, hardware and watertight hull fittings on the exterior transom. Contractor shall clean and visually exam the rods for damage, if no damage apparent the Contractor shall reinstall the rods using new Contractor supplied watertight hull penetration fittings . Contractor shall fasten the exterior indicator rods making sure they are secure and will not vibrate loose.
4. Contractor shall provide a report on their investigation into possible trim tab system leaks. The report shall detail the required repairs and their associated costs and on the quality of the trim tab system hydraulic fluid. If hydraulic fluid needs replacement the contractor shall supply manufacturer approved flushing fluid and flush the entire trim tab system and cleaned where accessible. Contractor to then put new Mfg recommended hydraulic fluid. Any other identified repairs will be adjusted by 1379 action.
5. Upon completion of work and inspection the Contractor shall reinstall the shrouds using the existing hardware.

## H-01 TRIM TABS SYSTEM MAINTENANCE (CONT.)

6. Upon completion of all specified work, the Contractor shall perform a functional test on the system during the scheduled sea trial period. Acceptance shall be based on the trim tabs performing to the satisfaction of the Vessel Engineer during sea trials, with no noticeable leaks in the system.

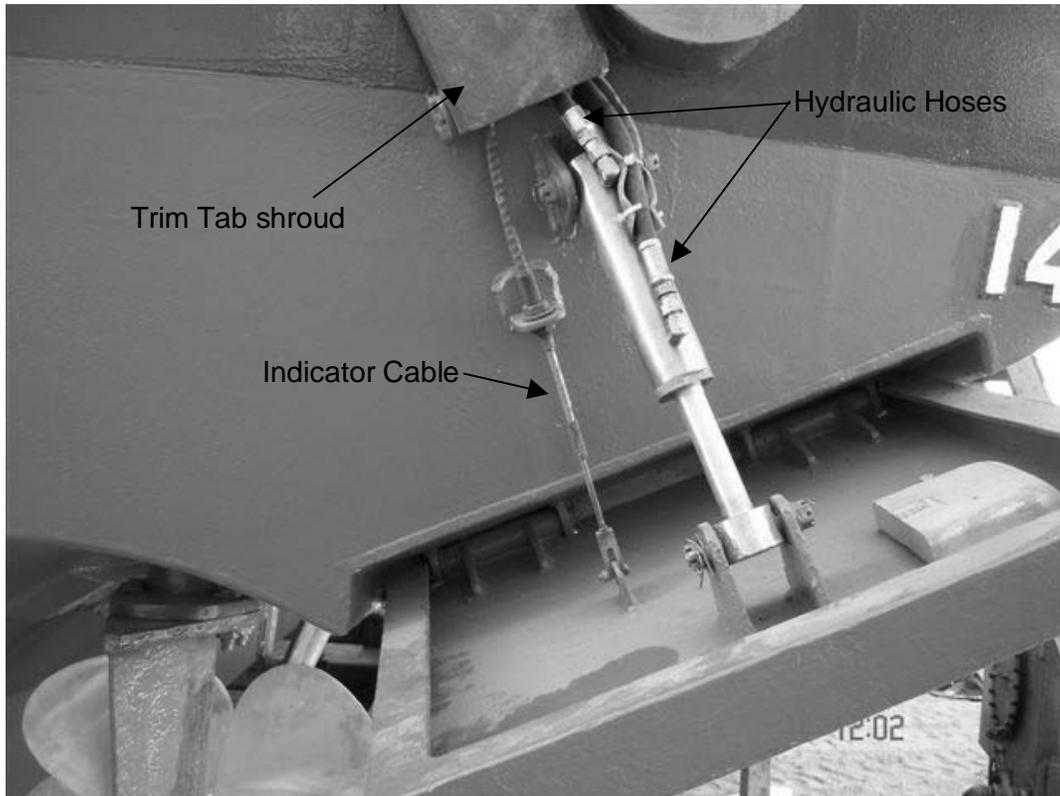


Figure H-01-01.1 Trim Tab Shroud & Indicator cable

## H-02 PAINTING

### **ARUN Class Vessel Square Areas**

Wetted Hull	85m <sup>2</sup>
Above Water Line to Deck	65 m <sup>2</sup>
Wheel House	43 m <sup>2</sup>
Flying Bridge	10 m <sup>2</sup>
Main Deck	42 m <sup>2</sup>

The Contractor shall prepare and apply the coating system in accordance with the manufacturer's manuals and recommendations. As part of the Contractor's Q&A process, the following information shall be recorded for all painted areas:

- Provide a list of batch numbers with correspondent dates of manufacture.
- Record the quantity and type of any solvent added.
- Measure and record the ambient conditions.
- Record details of spray tips and pressures.
- WFT gauge readings to be taken on a regular basis during application.
- Using a calibrated DFT gauge, fifteen (15) measurements per 100 square feet are to be taken and recorded. Upon agreement of consistency with the Owner, fifteen (15) measurements per 1000 square feet are to be taken and recorded.
- All recorded information is to be typewritten and three (3) copies are to be given to the Owner.
- If application is completed by roller and brush multiple coats will be needed.

#### UNDERWATER HULL

1. All underwater hull surfaces including rudder, sea suction inlets, overboard outlets, and sea bays are to be cleaned of all loose scale, salts, and marine growth. This work is to be carried out immediately on drydocking using a high pressure, fresh water wash. Pressure washing equipment shall be adjusted to no less than 3000 psi, and no greater than 5000 psi operating pressure.
2. The Contractor shall assume that the wetted hull area is fouled with shell and weed growth. All such surface contaminants and spent antifoulant coating shall be removed with no undue or excessive damage to the underlying coating. Copies of invoices, detailing disposal, shall be provided to the Owner and the PWGSC inspector.
3. Contractor to bid on replacing and estimated 5 m<sup>2</sup> of the underwater hull-coating system which has failed. These areas will here in after be referred to

as " bare areas." The total wetted hull surface from the keel to the water line, approximately 85m<sup>2</sup> is to be prepared and coated as follows: all bare areas are to be solvent cleaned SSPC-SP-1 and surface to be etched chemically with C-Prep B10-degreaser or suitable substitution. Edges to be feathered back (smooth finish) to sound existing coating. The Owner shall witness the point at which sound existing coating is obtained.

If satisfactory feathering cannot be achieved by solvent cleaning and/or chemical etching, feathering is to be completed by other suitable means. The end result is to be tight and sound existing coating with no loose or lifting material around periphery of bare areas.

## H-02 PAINTING

4. All bare areas, after proper preparation as witness by the Owner, are to be coated with one coat of Intershield ENA300/A (bronze) applied at 5.9(5mils) mil s dry (9.8 mils wet). This is to be followed by one coat of Tie Coat Intergard 263 FAJ034/A (light grey) applied at (4 mils)5.0 mils dry (8.8 mils wet) over the entire wetted hull. After coating has properly set ("thumb print soft")( thumb print is only needed if you are overcoating the 300 with out the tie coat), two coats of Trilux II (red) Top Coat shall be applied at (3 mils) 2.0 mils dry (3.9 wet) each, to the wetted hull area. Initial Trilux II ( Trilux 11 only comes in black, red and Blue so you could have the first coat black and second red if you would like) coating shall have a slight contrast to the final coat. The Contractor shall adhere to the manufacturer's specifications and recommendations for applying the above coatings.
5. Inside of sea bays (sea wells) and underwater grids are to be treated as per underwater hull.
6. The Contractor shall plug all deck openings and discharges as well as taking other measures necessary to prevent any liquids from contaminating areas being prepared or coated. The Contractor shall also take measures to ensure no damage, unnecessary cleaning or any repair results from either the hull preparation process or coating applications. Measures are also to be taken to ensure that surfaces and equipment other than those specified are not coated by over sprat and that any inlets or discharges in the shell will not be blocked by the coating.
7. Deck machinery and other equipment susceptible to damage by coating material are to be protected. All portholes, hull doors, freeing ports, hull openings, anodes, transducers, propeller and shaft and rudder stocks are to be covered by suitable materials to prevent damage or entry of foreign materials when sandblasting, grinding or painting is in progress.
8. The Contractor shall strictly adhere to the manufacturers specification sheets in relation to storage, preparation, application, etc. of the paint system described in this specification. Any requirement for variance from manufacturer's instructions is to be approved by the Owner prior to proceeding. Thinning of the coatings specified is not normally required and/or not recommended. Any requirement to thin these coating is to be done so, only in the presence of the product manufacturer's representative. Arranging for, and any and all costs

associated with having coating manufacturer's representative on sight shall be the responsibility of the Contractor.

## **H-02 PAINTING**

### NOTE TO THE CONTRACTOR:

Applicable to all coating systems within this specification:  
International Paints (existing coatings) shall be used. The Contractor is to strictly adhere to the manufacturer's instructions in regard to the application of each coating with relation to humidity, temperature, mixing and application.  
Repair and Maintenance Specification

#### Underwater Hull

Bare Areas – Intersheild 300 ENA 300 @ 5 mils DFT  
Tie Coat - Intergard 263 FAJ034 @ 4 mils DFT  
Spot Coat - Trilux 11 Red @ 3 mils DFT  
Full Coat –Trilux 11 Red @ 3mils DFT

Paint application dry film mils are obtained by a spray application. If a brush and roller application is chosen the contractor should be aware that multiple coats will have to be applied to achieve the recommended film thickness.

#### 100 % Re-Coat Specification

#### Underwater Hull

Full Coat - Intersheild 300 ENA 300 @ 5 mils DFT  
Full Coat - Intergard 263 FAJ 034 @ 4 mils DFT  
Full Coat - Trilux 11 Red @ 3 mils DFT  
Full Coat – Trilux 11 Red @ 3 mils DFT

### H-03 FLYBRIDGE WINDSHIELD

Contractor to remove flybridge windshield and replace 9' section using new 1/4" lexan material. Contractor to shorten windshield by 4" and to also shorten support framing by four inches . Contractor to replace using existing bolts and washers. Contractor to repaint disturbed as per paint spec H-02.

Any additional parts required shall be adjusted through 1379 action.

Acceptance shall also be based on the satisfaction of the Owner's representative.



## H-04 VOIDS SPACES (SURVEY ITEM)

1. Contractor shall contact the local TCMSB office and request their inspector view the void spaces listed below. Void spaces shall be inspected by TCMSB and viewed by the Owner's Representative and PWGSC inspector upon completion of gas freeing. Any repairs indicated by TCMSB and approved by the Owner's Representative shall be through 1379 action.

1. Contractor shall remove all manhole covers, gasket and the dunnage bags as shown in figure H-02-1 from within the following void spaces as per Division 3 Report;

All void spaces listed in Division 3 from *3L007 - NO. 4 Port E3R* forward up to and including *3L050 - No. 27 Starboard DB under M/E*.

Refer to figure H-02-2 for locations - total of 44 void spaces

The removal of all manhole covers and dunnage bags is required for TCMSB inspection.

3. At the time of viewing Contractors shall note all interference's (i.e. pipes, brackets, wires, paneling, etc.) in way of the manhole covers and include removal and re-installation in quote.

4. Contractor shall open the void spaces listed and remove, strapping, dunnage bags, foam chips and gas free the internal areas. All void spaces listed in Division 3 report shall be certified gas free by a qualified person for entrance and hotwork when required. Three (3) copies of gas free certificate shall be supplied to Owner's Representative before any inspection or repair work is started. Contractor shall remove all debris ashore. All work shall be completed to the satisfaction of the Owner's Representative.

5. Contractor shall remove polystyrene chips and dunnage bags from the listed void spaces. Contractor shall identify on each bag the void spaces from which they were removed and record the total number of bags removed from individual void spaces. These bags are held in place by cargo webbing bolted to the frames of the void spaces. Some of these bags may have opened and the chips become loose in the space, these shall be recovered and resealed in the dunnage bags belonging to that void space. Contractors shall supply and install est. 6 new dunnage bags (6 mil plastic- 72 litres) in their bid.

6. Contractor shall inspect all manhole covers and renew missing and defective bolts. Contractor shall quote on renewing an estimated ten (10) M8 stainless steel (SS) bolts 32mm long with SS washers and the removal and installation of 10 CFM helicoil inserts. Blind holes shall be visually examined for damage and repaired (i.e. fill by weld and re-tapped) where required through 1379 action.

#### H-04 VOIDS SPACES (SURVEY ITEM CONT.)

7. Contractor shall request a credit against the vessel's division 3 report from TCMSB after their inspector has given approval for all internal void spaces.
8. Contractor shall reinstall all dunnage bags in their proper location, as identified above in item number 4, after receiving inspection approval from TCMSB. Prior to re-installing the dunnage bags the Contractor shall remove all foreign materials (i.e. debris, metal, welding rods, etc.) from the void spaces after all inspections have been completed. Contractor shall reinstall manhole covers to their original locations using new CFM gasket material and new CFM bolts where required.
9. Contractor shall bid on pressure testing the void spaces for TCMSB, normal practice requires pressurizing the spaces to 1 inch (confirm with TCMSB) of water gauge and held for a period of time as identified by TCMSB. Contractor shall follow the recommendation of TCMSB regarding system pressure and time required for acceptance. Contractor shall issue a credit if the above work is not required.
10. Acceptance shall be based on TCMSB approval for this specification item. Acceptance shall also be based on the satisfaction of the Owner's representative.



Figure H-02-1



## H-05 ANCHOR AND CABLE (SURVEY ITEM)

1. Contractor shall contact the local TCMSB office and request their inspector view the two anchors and chain. Any repairs required by TCMSB shall be done through 1379 action.



Figure E-01-1

ANCHOR

## H-06 STEERING GEAR INSPECTION (SURVEY ITEM)

1. Contractor shall contact the local TCMSB office and arrange for their inspector to inspect the two rudders, shafts and three shaft bearings as per the vessels Division 3 inspection report.
2. Contractor shall erect all necessary staging and rigging / rigging points necessary to work on both rudders. Upon completion of work identified below, contractor shall remove all staging and rigging.
3. Contractor shall visually inspect the port and starboard rudders for damage (dents, chips, paint flaking, etc.) in the presence of the Owner's Representative prior to any repair work commencing. Contractor is responsible for all removals pertaining to the rudder repairs. Repairs to the rudders shall be through 1379 action.
4. Contractor shall remove both rudders at their jumping collar. Contractor in consultation with the Owner's Representative, TCMSB inspector and based on the wear down reading shall determine whether or not to remove the thordon bearings. Contractor shall provide a cost in their quote for the thordon bearing removals and installation of GFM thordon bearings. Contractor shall follow manufacturer's recommendation for installation and verify all measurements before installing the new bearings. Completion of work to be to the satisfaction of TCMSB marine surveyor the Owner's Representative.

1 Upper shaft bearing  
Dommel (2 ¾ inch x 3 ⅜ inch) press fit with housing  
Figure ED-02-1, ED-02-5 and ED-02-6

2 Rudder trunk bearing  
Hornad (3 ¼ inch x 4 ¼ inch) secured in trunk

### THORDON BEARINGS :

BEARINGS MACHINED TO FOLLOWING SPECIFICATIONS :

CODE NAME	SIZE, I.D. x O.D.	MACHINED SIZE, I.D. x O.D.	LENGTH
SXL (TOP)	2-3/4" x 3-3/8"	2.804"/2.809" x 3.394"/3.399"	100mm
SXL (BTM)	3-1/4" x 4-1/4"	3.315"/3.320" x 4.273"/4.278"	160mm

## H-06 RUDDERS (SURVEY ITEM CONT.)

5. Contractor shall clearly identify each rudder's fitted bolts and nuts with respect to their original location prior to removal. Contractor shall prepare (cleaning, blasting, etching) both rudders for painting as per H-02 Painting for Underwater Hull. Upon completion of all work identified in this section Contractor shall re-install both rudders. All fitted bolts and nuts shall be reinstalled to their original locations upon re-assembly. Contractor shall supply and spot weld stainless steel locking wire across the 4 sets of 3 fitted bolts to prevent the bolts from loosening after re-installation, refer to figure H-06-7.

6. Acceptance shall be based on the approval of TCMSB inspector and to the satisfaction of the Owner's Representative.



Figure H-06-1 Extended spindle for emergency steering

## H-06 RUDDERS (SURVEY ITEM CONT.)



Figure H-06-2 Rudder – with view of rudder stock

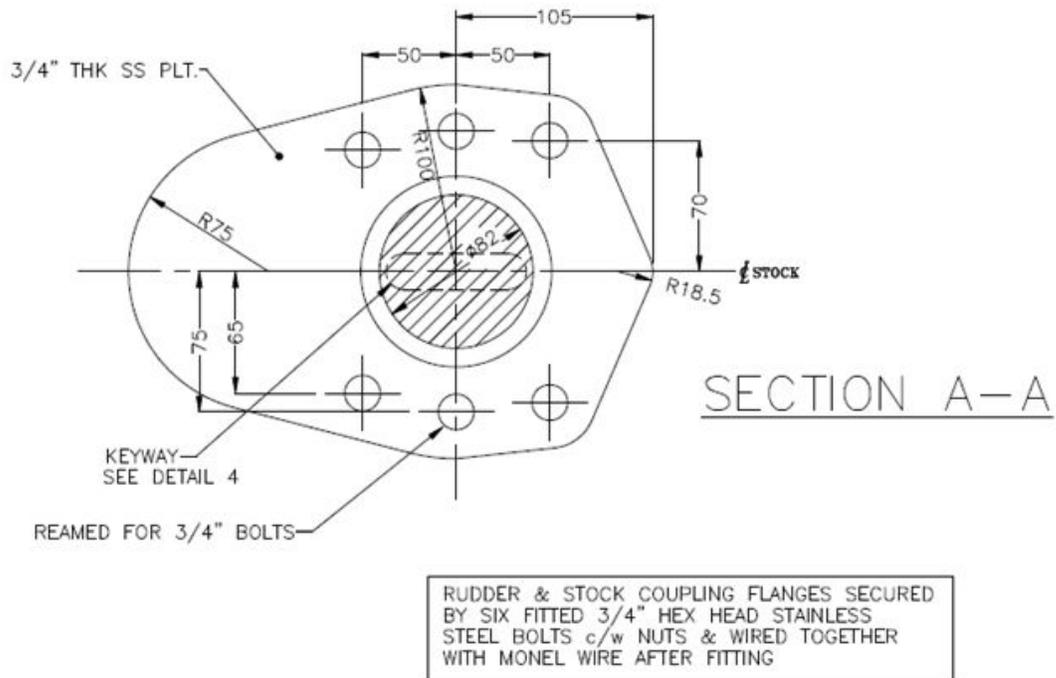


Figure H-06-3 Rudder jumping collar flange drawing

# H-06 RUDDERS (SURVEY ITEM CONT.)

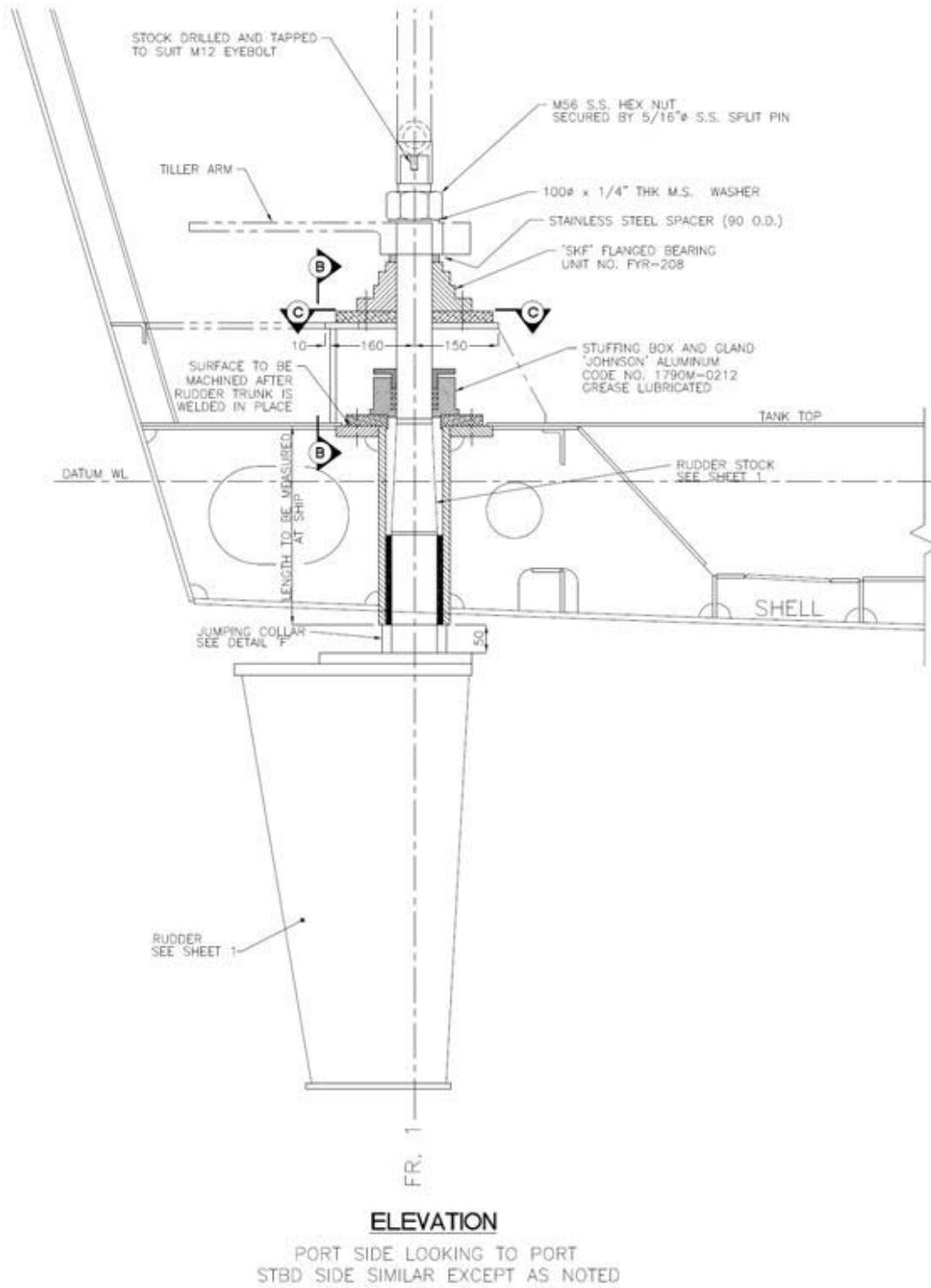


Figure H-06-4 Rudder Drawing - Elevation

**H-06 RUDDERS (SURVEY ITEM CONT.)**

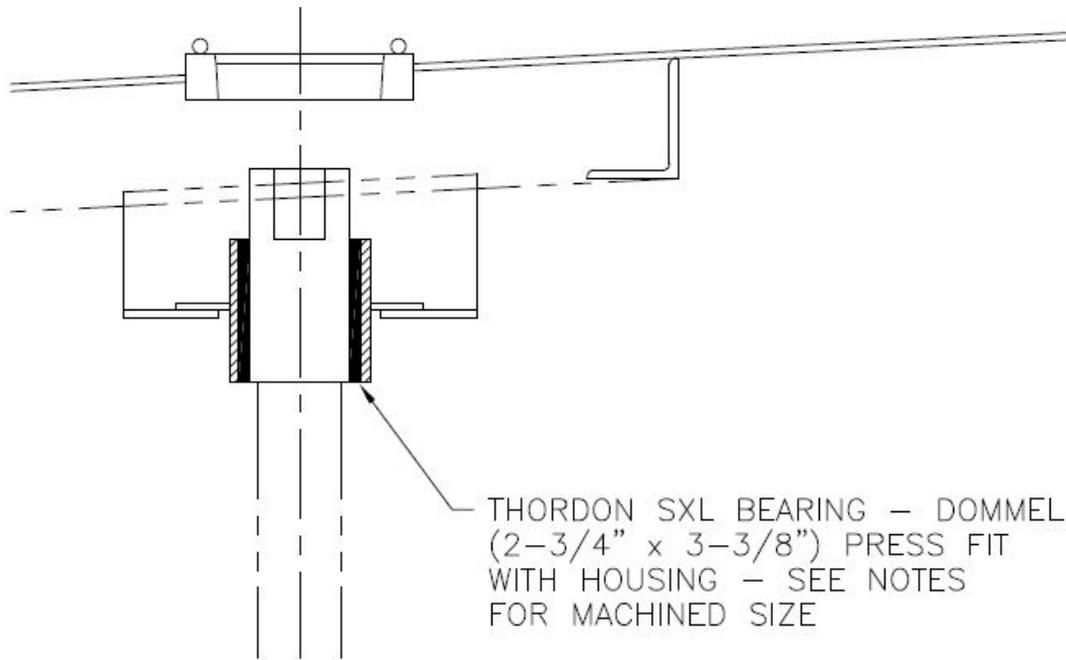


Figure H-06-5 Rudder Drawing – Upper Bearing

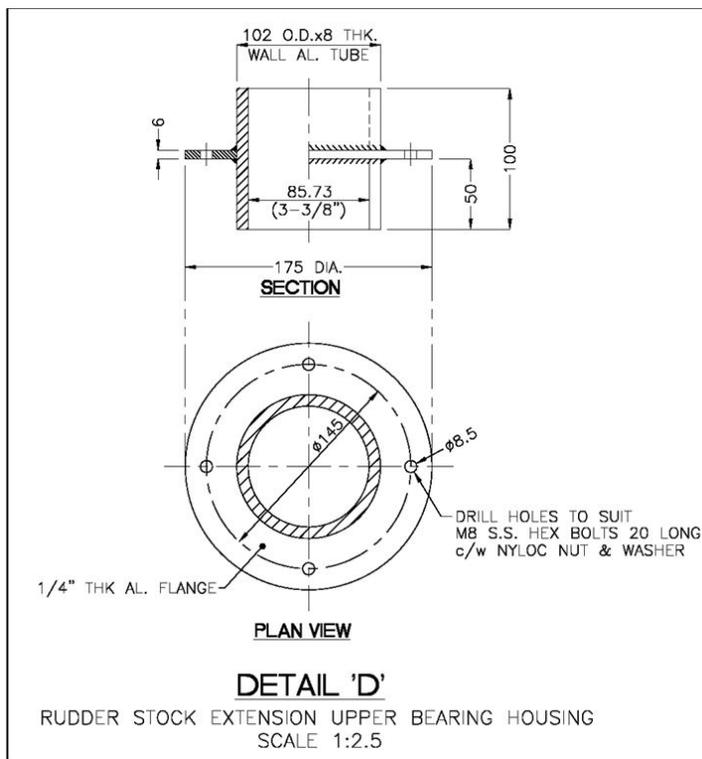
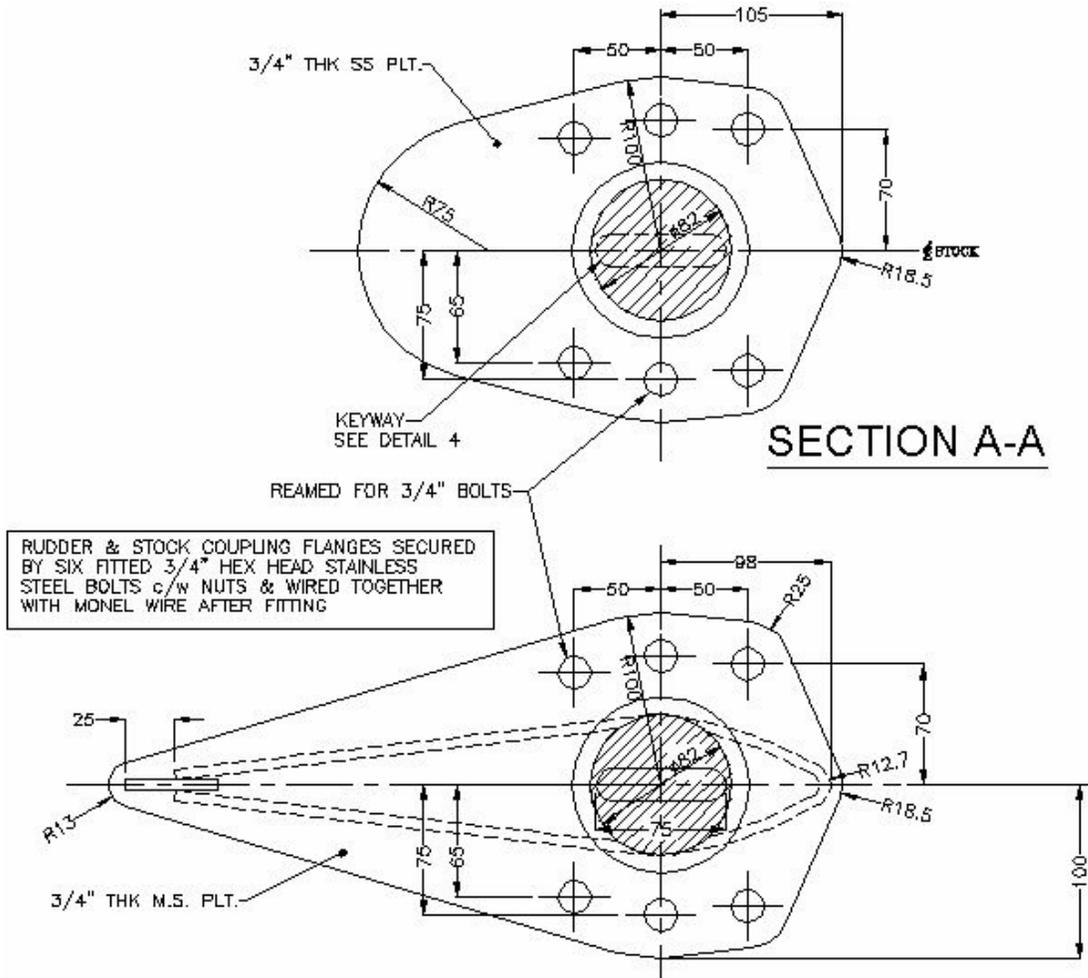


Figure H-06-6 Rudder Drawing – Upper Bearing Detail Typical rudder lay out (for information purposes only)



Rudder connection drawing  
Figure H- 06-7

## **E-01 HEAT EXCHANGERS**

1. Contractor shall drain the starboard engine coolant and store the coolant in a clean covered container until completion of this specification item. Contractor shall quote on storing 90 litres of coolant; actual amount will be adjusted through 1379 action.
2. Contractor shall remove, rod all tubes, clean and pressure test the port and starboard engine seawater / freshwater heat exchangers as seen in figure E-01-1
3. Contractor shall note, at time of viewing, location and condition of all interference items associated with the removals that may hinder access to the port and starboard heat exchangers. Bid cost to include all requirements to deal with visible interference items. Any requirement to move and replace interference items to be the Contractor's responsibility and cost to be included in the bid.
4. Contractor shall clean the heat exchanger using a manufacturer's recommended solvents and pressure test the heat exchanger to engine manufacturer's requirements. Contractor shall renew all system anodes in the port and starboard heat exchangers.
5. Contractor shall remove the existing thermostat and gaskets from the port and starboard engines. Contractor shall prepare the area for a new thermostat and gaskets. Contractor shall supply and install a new Caterpillar thermostat with the same rating as the one removed using Contractor supplied Caterpillar gaskets.
6. Contractor shall reinstall the heat exchangers after it has past the manufacturer's recommendation for pressure testing using new Contractor supplied gaskets. Contractor shall reinstall the stored coolant through a clean filter to the heat exchangers from the flying bridge expansion tank; figure E-01-1. Contractor shall supply and install four (4) litres of extended life Caterpillar coolant to top up the system. Contractor shall prime the system prior to sea trial when the vessel is in the water.
7. Final acceptance shall be based on a successful function test during the scheduled sea trial with not leaks visible and the system operating as per manufacturer's specification.

## E-01 HEAT EXCHANGERS (CONT.)

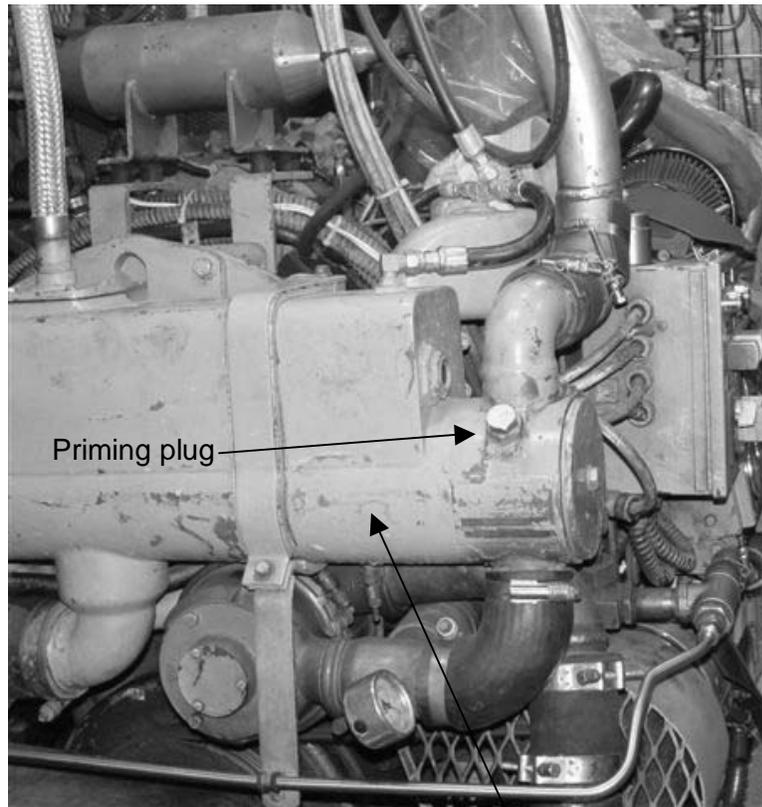


Figure E-01-1 Starboard Heat Exchanger

## E-02 TRANSMISSION COOLERS

Contractor to remove the Port and starboard transmission coolers. The coolers shall have all exposed ends of the lines taped off to keep clean of debris. Any fluid lost during refurbishment to be replaced with the same type of marine transmission fluid. Coolers to be cleaned and refurbished with new gaskets washers etc. Coolers to be reinstalled. Coolers to be tested during sea trials to ensure they meet proper working conditions.



Figure E02-1 Transmission cooler

## **E-03 ENGINE ROOM DECKING / BILGE**

1. Upon completion of all below deck specification items and towards the end of the refit period the Contractor shall perform the following specification item.
2. Contractor shall remove all engine room deck plating from the engine room. Contractor shall store the existing deck plating hardware (bolts, washers and nuts) until reinstallation. Contractor shall remove the plating from the vessel to an area where they can be cleaned and made ready for reinstallation as per this specification item.
3. Contractor shall degrease and clean the port and starboard engines and gearboxes. Contractor shall remove all liquid contaminants and debris from the engine room.
4. Contractor shall fresh water steam clean all areas contaminated by oily build up and engine liquids including all bilge areas and deck plating. Contractor shall use detergents where required to remove oily build up. Contractor shall remove all water, liquid contaminants and debris from the engine room bilge areas upon completion of the above.
5. Contractor shall wipe clean and dry all areas in the engine room, bilges and deck areas upon completion of the above. All waste liquids including blast water shall be removed and disposed of in an approved manner.
6. Contractor shall solvent clean and mechanically polish all deck plating prior to reinstall at the end of this specification item. Contractor shall reinstall the deck plating using the existing hardware.
7. Acceptance will be based on the Owner's representative approval. Copies of invoices detailing disposal shall be provided to the Owner's representative and PWGSC inspector.

## E-04 FUEL VENT

- 1 Contractor shall remove the existing exterior fuel vent at its flanged connection on the port side of the wheelhouse figure E-01-1
- 2 Contractor shall disassemble, clean, ensuring easy movement of the handle to the satisfaction of the on-site engineer and reinstall using removed bolts, washers and self-locking nuts . Any parts required shall be adjusted by 1379 action
- 3 The valve and disturbed area shall have three (3) coats of white paint as per paint specification # HD -03
- 4 Contractor to paint the handle with 3 coats of brown marine grade paint coating to protect it from the salt water environment.
- 5 Acceptance will be based upon successful functional test during sea trials



**Figure E 01-1 Fuel Vent**

## **E-02 FIRE PUMP (SURVEY ITEM)**

Contractor to disconnect the fire pump and clean all fittings and remove all gaskets and seals and reinstall with new gaskets and seals. Any additional work or parts required to be viewed by the on-site engineer and any work or parts required will be rectified by 1379 action. See pictures of fire pump below on pictures E-05-1 and E-05-2 Acceptance shall be based on a functional test during to sea trials with no visible leaks.

**Fire pump looking aft outboard**



**E-05-1**

**Fire Pump Pipes**



**E-05-2**

## E-05 ENGINE DRIVEN BILGE PUMPS (SURVEY ITEM)

1. Contractor shall remove the port and starboard and lay out for inspection the Jabsco engine driven bilge pumps with 24 volt dc electric clutch on the port and starboard engines.
2. Contractor shall arrange for TCMSB inspection of the main engine port and starboard bilge pumps and also have TCMSB inspect the existing port & starboard submersible bilge pumps and the main engine driven fire pump. (see Spec Item E-05) Contractor shall notify the Owner's representative of the inspection date and time so that the vessel engineer can be on hand to operate the systems if required. Contractor shall, if the Owner's representative is not present, have the TCMSB inspector sign off all inspection work in the vessel's blue book. Upon successful inspection a credit for four-year survey shall be obtained.
3. Acceptance shall be based on a successful function test of the bilge pumps during sea trials. Acceptance shall be based on the pumps operating without restriction and to the satisfaction of the TCMSB inspector and the vessel engineer.

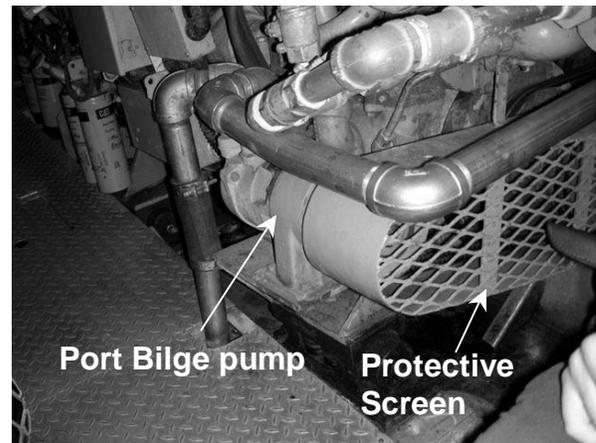
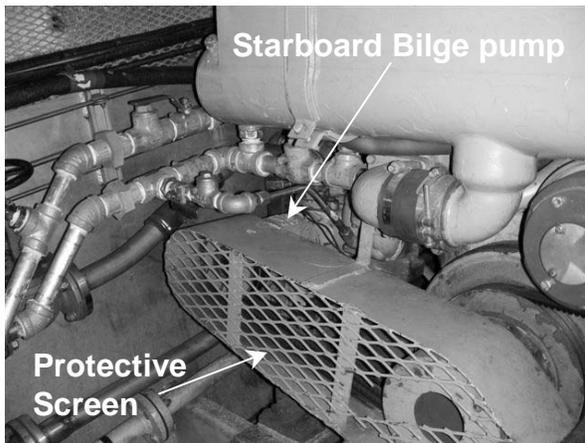


Figure E-03-1 Starboard Main Engine Figure E-03-2 Port Main Engine

## L-01 PORT AND STARBOARD ALTERNATORS AND STARTERS

1. Contractor shall disconnect electrical connections (label for reinstallation) and remove both alternators and starters from the port and starboard main engines. Contractor shall transport them to an authorized overhaul facility for cleaning, testing for grounds, overhauled and functionally bench tested to prove they operate correctly. Upon completion of this specification item both alternators and starters shall be transported back to the Contractor for reinstallation.
2. Contractor shall allow \$2,000.00 in their quote for the above subcontractor work. Contractor shall provide the PWGSC Contracting Officer a copy of the original invoice for the above work with adjustment through 1379 action. Suggested repair facility is BMR electric, Barton, NS. 1(902)245-1850. Attention Sherry Balzer.
3. Contractor shall reinstall both alternators and starters upon completion of this specification item. Contractor shall reinstall electrical connections to their original locations.
4. Acceptance shall be based on a functional test during sea trials with both starters and both alternators functioning as per manufacturer's specification.
5. Note: In the past the alternators have required excitation from an external power supply. Contractor shall if required prior to sea trials, excite the alternators taking care to not damage any electrical components. Contractor to ensure that excitation of the alternators is performed correctly and will be responsible to repair any damages caused by improper or incorrect procedures during the aforementioned task



**Figure L01 Typical Alternator**

## **L-02 ENGINE ROOM LIGHTING**

Contractor to remove existing engine room lighting and return to CCG onsite representative.

Contractor to Replace lights with “*Hella Dura (36 LED rectangular) LED Engine Room Lights*” and install new lights in the location of removed lights.

Suggested supplier: Stright-Mackay at a cost of \$205.75 per fixture

Any additional work required shall be adjusted through 1379 action.

Acceptance shall be based on the satisfaction of the Owner’s representative.

## **L-03 ELECTRICAL SYSTEM INSULATION TEST (SURVEY ITEM)**

1. Contractor shall perform a megger test on onboard electrical wiring and starters (make sure diode assembly isolated on motor starters.) Contractor shall isolate any circuits containing electronic equipment. Any damage caused by not following the above instruction shall be renewed at the Contractors expense.
2. Contractor shall perform a megger test on the wiring for the Navigation lights. Wiring may be corroded. Any wiring to be replaced or repaired or parts required shall be auctioned through 1379 action.
3. Acceptance shall be based on the satisfaction of the TCMS representative and the functional test proving lights work in accordance to requirements.
4. Contractor shall record all readings and provide a copy to TCMS and the Project Engineer upon completion of the megger tests.