

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

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

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

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

<b>Title - Sujet</b> Amundsen automne 2013	
<b>Solicitation No. - N° de l'invitation</b> F3756-13N198/A	<b>Date</b> 2013-10-17
<b>Client Reference No. - N° de référence du client</b> F3756-13-N198	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MD-018-24079
<b>File No. - N° de dossier</b> 018md.F3756-13N198	<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 2013-10-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<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> Vandal, Paul	<b>Buyer Id - Id de l'acheteur</b> 018md
<b>Telephone No. - N° de téléphone</b> (819) 956-0645 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PÊCHES ET OCÉANS CANADA GARDE CÔTIÈRE CANADIENNE NGCC AMUNDSEN 101 BOUL. CHAMPLAIN QUEBEC Québec G1K7Y7 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/</b> <b>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

### 1.1 Introduction

The bid solicitation is divided into seven (7) 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

### 1.2 Summary

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

### 1.3 Debriefings

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.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

### 2.3 Enquiries - Bid Solicitation

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

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

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

### 2.4 Applicable Laws

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

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

**Refer to Annex "I1" for Deliverables/Certifications.**

## 2.5 Bidders' Conference

A bidders' Conference chaired by the Contracting Authority will be held onboard the CCGS Amundsen located at Section 25, Quebec, Quebec on October 23, 2013 at 10:00. 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 representative.

Bidders are requested to communicate with the Contracting Authority 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 bidder's conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## 2.6 Optional Site Visit - Vessel

The site visit will be held on October 23, 2013 at 13:00 onboard the CCGS Amundsen, Quebec, Quebec.

### NOTE :

**Please confirm your attendance at the latest October 22, 2013.**

## 2.7 Work Period - Marine

Work must commence and be completed as follows:

**Commence: November 6, 2013**

**Complete: December 5, 2013**

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

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## **PART 3 - BID - PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

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

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

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

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

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

The Bidder must provide all of the deliverables as referenced in Annex "I1" Deliverables and Certifications.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "H", and the detailed Pricing Data Sheet, Appendix 1 to Annex "H". The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



Solicitation No. - N° de l'invitation

F3756-13N198/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

018md

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

F3756-13-N198

File No. - N° du dossier

018mdF3756-13N198

CCC No./N° CCC - FMS No/ N° VME

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### 3.1.1 Unscheduled Work and Evaluation Price

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

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

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

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

### **4.1 Evaluation Procedures**

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

### **Section I - Technical Bid / Certifications**

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex "I1".

### **Section II - Financial Bid**

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

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

#### **4.1.1 Evaluation of Price**

#### **SACC Manual Clause A0220T (2013-04-25) Evaluation of Price**

### **4.2 Basis of Selection**

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

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

### **4.3. Deliverables after Contract Award**

Refer to Annex "I2".

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **5.1 Mandatory - Certifications Required Precedent to Contract Award**

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

By submitting a bid, the Bidder certifies 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.

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

### **6.1 Workers' Compensation - Letter of Good Standing**

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

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

**Refer to Annex "I1" for Deliverables/Certifications.**

### **6.2 Valid Labour Agreement**

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

**Refer to Annex "I1" for Deliverables/Certifications**

### **6.3 Preliminary Work Schedule**

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

**Refer to Annex "I1", Deliverables/Certifications.**

### **6.4 ISO 9001:2008 - Quality Management Systems**

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

- If registered its valid ISO 9001-2008 certification;
- Example of Quality Control Plan (QCP) as per clause 6.10

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

**Refer to Annex "I1" for Deliverables/Certifications.**

### **6.5 Health and Safety**

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

**Refer to Annex "I1" for Deliverable Requirements.**

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## 6.6 Hazardous Waste

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

## 6.7 Insurance Requirements

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

**Refer to Annex "I1", Deliverables/Certifications.**

## 6.8 Welding Certification

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

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

**Refer to Annex " I1" for Deliverables/Certifications.**

## **6.9 List of Proposed Subcontractors**

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

**Refer to Annex "I1" for Deliverables/Certifications.**

## **6.10 Quality Control Plan**

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

**Refer to Annex "I1" for Deliverables/Certifications.**

## **6.11 Inspection and Test Plan**

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

**Refer to Annex "I1" for Deliverables/Certifications.**

## **6.12 Environmental Protection**

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

**Refer to Annex "I1" for Deliverables/Certifications.**

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

The Contractor must:

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

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

#### 7.2.1 General Conditions

**1031-2 (2012-07-16), Contract Cost Principles, apply and form part of the Contract.**

**2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.**

**2030 (2013-06-27) General Conditions Higher Complexity - Goods are hereby amended as follows:**

#### **Section 22 Warranty**

1. The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:
  - (a) The painting of the underwater portion of the hull for a period of 365 days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

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

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

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

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

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

3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above.

4. Refer to Annex "E" and its Appendix "1" for Warranty Defect Claim Procedures and forms.

## **7.2.2 Supplemental General Conditions**

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

## **7.3 Term of Contract**

### **7.3.1 Work Period - Marine**

1. Work must commence and be completed as follows:

Commence: November 6, 2013

Complete: December 5, 2013

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



## **7.4 Authorities**

### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

### **7.4.2 Technical Authority**

The Technical Authority for the Contract is:

Gaël Therrien  
Senior vessel maintenance manager  
Central & artic region  
Pêches et Océan Canada/Garde Côtière/ Québec  
101 boul. Champlain, Québec  
Tel./phone :418-649-6896  
Cell : 418-931-1850  
E-mail: gael.therrien@dfo-mpo.gc.ca

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

### 7.4.3 Inspection Authority

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

Name will be determined at Contract Award

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

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

### 7.4.4 Contractor Contacts

Name and Telephone numbers of person responsible for:

#### General Enquiries:

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

#### Delivery Follow-up:

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**Refer to Annex "I1" for Deliverables/Certifications.**

## 7.5 Payment

### 7.5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Basis of Payment Annex "B" for the Known Work. Applicable Taxes are extra. Payment for unscheduled work shall be in accordance with Annex "B".

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

## 7.5.2 Terms of Payment - Progress Payment

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

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

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

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

## 7.6 Invoicing Instructions

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

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### 7.6.1 Invoices

1. Invoices are to be made out to:

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

And

**The original invoice to be forwarded for verification to:**

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

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

### 7.6.2 Invoicing Instructions - Progress Claim

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

Each claim must show:

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

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

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

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

### **7.6.3 Warranty Holdback**

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

## **7.7 Certifications**

### **7.7.1 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.

### **7.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## **7.8 Applicable Laws**

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

## 7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- (c) the General Conditions 2030, (2013-06-01), General Conditions - Higher Complexity - Goods;
- (d) the General Conditions 1031-2, (2012-07-16), Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (f) Annex "C", Not Used;
- (g) Annex "D", Insurance Requirements;
- (h) Annex "E", Warranty;
- (i) Annex "F", Procedure for Unscheduled Work;
- (j) Annex "G", Quality Control/Inspection;
- (k) Annex "H", Financial Bid Presentation Sheet;
- (l) Annex "I", Deliverables/Certifications
- (m) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended \_\_\_\_\_ (insert date(s) of amendment(s) if applicable)

## 7.10 Defence Contract SACC Manual Clause A9006 (2012-07-16) Defence Contracts

## 7.11 Insurance Requirements

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

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

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

**Refer to Annex "I2" for Deliverables/Certifications.**

## 7.12 Limitation of Contractor's Liability for Damages to Canada

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

## 7.13 Sub-contracts and Sub-contractor List

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

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

## 7.14 Work Schedule and Reports

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

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

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

### 7.15 Insulation Materials - Asbestos Free

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

### 7.16 Trade Qualifications

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

### 7.17 ISO 9001:2008 - Quality Management Systems

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

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

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

### 7.18 Quality Control Plan

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

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

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

**Refer to Annex "G" for details.**



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## 7.19 Inspection and Test Plan

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

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

**Refer to Annex "G" for details.**

## 7.20 Equipment/Systems: Inspection/Test

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

**Refer to Annex "G" for details.**

## 7.21 Environmental Protection

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

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

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

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

## 7.22 Hazardous Waste

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

## 7.23 Fire Protection, Fire Fighting and Training

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

## 7.24 Welding Certification

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

## 7.25 Procedures for Design Change or Additional Work

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

In addition, refer to Annex "F".

**7.26 Vessel Manned Refits****SACC Manual Clause A0032C (2011-05-16) Vessel Manned Refits****7.27 Pre-Refit Meeting**

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

**7.28 Outstanding Work and Acceptance**

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

**7.29 Site Regulations**

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

**7.30 Scrap and Waste Material**

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

**7.31 Workers Compensation**

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

**7.32 Licensing**

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

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**ANNEX "A"**

**CCGS AMUNDSEN**

**FALL 2013 REFIT**

**VERSION 4 - 04/10/2013**

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

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

**B1 Contract Firm Price**

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

**B2 Unscheduled Work**

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

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

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

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

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

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

**Pro-rated Prices Unscheduled Work**

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

**B3 Overtime**

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

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

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

For Double time \$ \_\_\_\_\_ per hour

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

**B4 Vessel, Refit, Repair or Docking Cost**

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.

2. Docking and Undocking include:

(a) all costs resulting from wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;

(b) the cost of services to tie up the vessel alongside and to cast off.

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

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

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

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

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

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

## **B5 Pricing Data Sheets**

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

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**ANNEX “C”**

**Not Used**



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

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and \$20,000,000 in the annual aggregate.

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

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

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

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

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

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**D.2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and \$20,000,000 in the annual aggregate.

2. The Commercial General Liability Insurance policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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

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

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

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

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

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

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

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

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

**2. Reporting Failures With Warranty Potential**

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

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

**3. Procedures**

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

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

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

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

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

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

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

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

#### **4. Liability**

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

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

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

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

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

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

#### **5. Alongside Period For Warranty Repairs and Checks**

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

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

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

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

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**Public Works and Government  
Services Canada**

**Travaux publics et Services  
gouvernementaux Canada**

## Warranty Claim Réclamation De Garantie

Vessel Name – Nom de navire	File No. – N° de dossier	Contract No. - N ° de contrat				
Customer Department – Ministère client		Warranty Claim Serial No. Numéro de série de réclamation de garantie				
Contractor – Entrepreneur		<b>Effect on Vessel Operations</b> <b>Effet sur des opérations de navire</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Critical Critique</td> <td style="text-align: center;">Degraded Dégradé</td> <td style="text-align: center;">Operational Opérationnel</td> <td style="text-align: center;">Non-operational Non-opérationnel</td> </tr> </table>	Critical Critique	Degraded Dégradé	Operational Opérationnel	Non-operational Non-opérationnel
Critical Critique	Degraded Dégradé	Operational Opérationnel	Non-operational Non-opérationnel			

### 1. Description of Complaint – Description de plainte

Contact Information – l'information de contact					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name – Nom</td> <td style="width: 50%; border-bottom: 1px solid black;">Tel. No. - N ° Tél</td> </tr> </table>	Name – Nom	Tel. No. - N ° Tél	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">Signature – Signature</td> <td style="width: 40%; border-bottom: 1px solid black;">Date</td> </tr> </table>	Signature – Signature	Date
Name – Nom	Tel. No. - N ° Tél				
Signature – Signature	Date				

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

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

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

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

**2. Definitions**

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

**3. Procedures**

- a. The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all Unscheduled Work.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.
- c. The Technical Authority will initiate a work estimate request by defining the Unscheduled Work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.

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

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

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

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

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

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

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

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

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



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**NOTE:**

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

4. Amendment to Contract or Formal Agreement

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

**ANNEX "G"****QUALITY CONTROL/INSPECTION****G1 Quality Control Plan**

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

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

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

**G2 Inspection and Test Plan (ITP):**

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

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

2. Coding:

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

i. Prefixes for Inspections, Test and Trials:

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

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

c. Cross reference to a verification document number

### **G3 Inspection and Test Plan Criteria:**

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

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

#### **4. Contractor Imposed Testing:**

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

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

### **G4 Conduct of Inspection**

1. Inspections must be conducted in accordance with the ITP and as detailed in G4.
2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.
3. The Contractor must ensure that the required conditions stated in the ITP prevail at the commencement of, and for the duration of, each inspection/test/trial.
4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.
5. The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

## G5 Inspection Records and Reports

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

## G6 Inspection and Trials Process

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

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

**2. Inspection**

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

b. The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate **INSPECTION NON-CONFORMANCE REPORTS.**

c. The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the PWGSC Inspection Authority.

d. The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.

e. Before carrying out any inspection, the PWGSC Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.

**3. Inspection Non-conformance report**

a. An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.

b. When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.

c. At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance Documents before the Inspection Authority's certification of such documents.

#### 4. Tests, Trials, and Demonstrations

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

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

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

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

e. The Contractor must submit its Inspection and Test Plan as detailed in G2.

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

g. The Contractor must keep written records of all tests, trials, and demonstrations conducted as detailed in G5. The Contractor may utilize the **PWGSC STANDARD TESTS & TRIALS RECORD SHEETS** which can be customized by the Contractor to suit individual test or trial requirements. These Record Sheets are available from the Inspection Authority in digital format.

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

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

**ANNEX "H"****Financial Bid Presentation Sheet****H1 Price for Evaluation**

<b>A)</b>	<b>Known Work</b> For work as stated in Part 1 Clause 1.2, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "H", for a FIRM PRICE of:	\$ _____
<b>B)</b>	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 100 person hours X \$_____ per hour for a PRICE of: See Article H2.1 and H2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 10 person hours X \$_____ per hour for a PRICE of: See Article H3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 10 person hours X \$_____ per hour for a PRICE of: See Article H3 below.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<b>C)</b>	<p>EVALUATION PRICE (Applicable Taxes Excluded),</p> <p>[A + B ]</p> <p>For an EVALUATION PRICE of (Applicable Taxes Excluded):</p>	\$ _____

## H2      **Unscheduled Work**

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

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

**H2.1:** Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in H2.2 below, will not be negotiated, but will be compensated for in accordance with Note H2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

**H2.2:** Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, and Estimating and preparing unscheduled work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line H2 above.

**H2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

## H3      **Overtime**

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

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

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

For Double time                                \$ \_\_\_\_\_ per hour

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



#### **H4 Vessel, Refit, Repair or Docking Cost**

The following costs must be included in the price:

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

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

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

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

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

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

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

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**ANNEX "H" - APPENDIX 1****PRICING DATA SHEETS**

Section #	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub-Contractors Cost	Total Firm Price
E-1	Removal of old ventilation crankcase pipe		\$	\$	\$	\$
E-2	Hydraulic ram repair steering gear		\$	\$	\$	\$
E-3	Helicopter garage drive shaft repair		\$	\$	\$	\$
L-1	Transformer replacement for shore power		\$	\$	\$	\$
L-2	Installation of lights navigation		\$	\$	\$	\$
	Total		\$	\$	\$	\$

## ANNEX I DELIVERABLES/CERTIFICATIONS

### I1 Mandatory Tender Deliverables Check List

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

The Bidder must submit a completed Annex "I1" Deliverables/ Certifications.

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

Item	Description	Completed and Attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "H" Financial Bid Presentation Sheet", clauses H1 through H4;	
3	Completed Pricing Data Sheets, per clause 3.1 Section II, Annex "H", Appendix 1;	
4	Completed Annex "I1" Deliverables/Certifications;	
5	Changes to Applicable Laws (if any), as per clause 2.4	
6	Submission of Code of Conduct - List of Directors as per, section 5.1.1 and attached as Annex "J ";	
7	Proof of good standing with Worker's Compensation Board, as per clause 6.1	
8	Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.2	
9	Preliminary Work Schedule , per clause 6.3;	
10	If Registered its Valid ISO 9001-2008 Certification, as per clause 6.4	
11	Objective evidence of documented Health and Safety System, as per clause 6.5;	
12	Insurance Requirements, as per clause 6.7	
13	Proof of welding certification, as per clause 6.8	
14	List of subcontractors, as per clause 6.9	
15	Example of its Quality Control Plan, as per clause 6.10	
16	Example of an Inspection and Test Plan as per clause 6.11	
17	Details of Environmental Emergency Response Plan, Details of Formal Environmental Training as per Clause 6.12	
18	Contractor Contacts, as per clause 7.4.4	

Solicitation No. - N° de l'invitation

F3756-13N198/A

Amd. No. - N° de la modif.

File No. - N° du dossier

018mdF3756-13N198

Buyer ID - Id de l'acheteur

018md

CCC No./N° CCC - FMS No/ N° VME

F3756-13-N198

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## I2 Deliverables after Contract Award

Item	Description	Reference	Due By
1	Insurance requirements as per Annex "C"	Clause 7.11 and Annex "D"	10 Working Days after contract award
2	Revised Work Schedule	Clause 7.14	5 calendar days after contract award
3	The Contractor's Quality Control Plan	Clause 7.18	5 calendar days after contract award

Solicitation No. - N° de l'invitation

F3756-13N198/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

018md

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F3756-13-N198

018mdF3756-13N198

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## ANNEX J

### Code of Conduct - List of Directors

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

# CCGS AMUNDSEN

Fall 2013 Refit

Version 4

04/10/2013

Prepared by Marine Engineering  
Quebec Region

## C.C.G.S. AMUNDSEN

**Repair  
Fall 2013**

### Revisions

Version	Date	Description	By
1.0	18/09/ 2013	Original	G.T
2.0	2/10/ 2013	Modified Ground Current Transformer	S. D
3.0	4/10/2013	Added LED light; modified Ground Current	G.T
4.0	15/10/ 2013	Shore power	G.T et M.R

**C.C.G.S. AMUNDSEN**

**Repair  
Fall 2013**

**TABLE OF CONTENTS**

<b>Section</b>	<b>Description</b>
GR	<b>General requirements of the contract</b>
E-1	<b>Removal of old ventilation crankcase pipe</b>
E-2	<b>Hydraulic ram repair on Steering gear</b>
E-3	<b>Helicopter hangar – Drive shaft repair</b>
L-1	<b>Transformer replacement – shore power</b>
L-2	<b>Installation of LED navigation lights</b>



**C.C.G.S. AMUNDSEN****SECTION EG****General Requirements  
of the Work****COMMENTS****GENERAL REQUIREMENTS OF THE CONTRACT****Identification**

These General Notes describe the CCG requirements applicable to all accompanying Technical specifications.

**References**

Applicable regulations and documentation:

<b>FSSM Procedures</b>	<b>Title</b>	<b>Included Yes/No</b>
7.B.2.	Fall Protection	Yes
7.B.3	Hazard Prevention Program	Yes
7.D.9	Entry Into Confined Spaces	Yes
7.D.11	Hotwork	Yes
7.D.19	Lockout and Tagout	Yes
7.F.6	Handling, Storage & Disposal of Hazardous Material	Yes
7.F.9	Paint and Other Coatings	Yes
7.F.10	Controlling Halocarbon Use Aboard Ships	Yes
7.F.12	Potable Water Quality	no
10.A.2	Contractor Liability	Yes
Ship Specific	Vessel Specific - Asbestos Management Plan	Yes
<b>Publications</b>		
TP3177E	Standard for the Control of Gas Hazards in Vessels to be Repaired or Altered	Yes
T127E	Transport Canada Marine Safety Electrical Standard	Yes
IEEE 45	Recommended Practice for Electrical Installation on Ships	Yes
70-000-000-EU-JA-001	Specification for the Installation of Shipboard Electronic Equipment	Available from: CCG/ITS
CSA W47.1	Certification of Companies for Fusion Welding of Steel Structures Division 2 Certification	Yes
CSA W47.2	Certification of Companies for Fusion Welding of Aluminum	no
CSA W59	Welded Steel Construction – Metal Arc Welding	yes

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

CSA W59.2	Welded Aluminum Construction	no
<b>Acts</b>		
CSA	Canada Shipping Act	Yes
CLC	Canada Labour Code	Yes
<b>Regulations</b>		
MOHS	Maritime Occupational Health and Safety	Yes

#### 1. Occupational Health and Safety

- 1.1 The Contractor and all sub-contractors shall follow Occupational Health and Safety (OHS) procedures in accordance with applicable federal and provincial OHS regulations ensuring that Contractor activities are carried out in a safe manner and do not endanger the safety of any personnel.
- 1.2 The Contractor and the Contractor's employees, including any sub-contractors shall attend a safety orientation meeting of the vessel prior to the commencement of any work in order to familiarize the Contractor's employees with ship specific hazards and permit systems for work protocols as well as procedures for Security, Hazard Prevention, Hazard Intervention and Pre-Job Safety Assessments. The Contractor will have access to an uncontrolled copy of the Fleet Safety and Security Manual.
- 1.3 The Contractor shall comply with the Fleet Safety and Security Manual, DFO/5737 and shipboard work instructions in addition to the applicable Canada Labour Code regulations while performing work involving the following;
- Hot Work;
  - Work Aloft;
  - Confined Space Entry;
  - Gas Freeing for Entry and Hot Work;
  - Lock Out/Tag Out;
  - Pre-Job Safety Assessments.

## **C.C.G.S. AMUNDSEN**

### **SECTION EG**

### **General Requirements of the Work**

### **COMMENTS**

- 
- 1.4 For the purpose of the Lock Out/Tag Out procedure the Contractor shall supply locks and locking devices for the Contractor's employees in addition to those provided by the Chief Engineer for the ship's crew.
- 1.5 The Contractor and Contractor's employees will not have access to the vessel's washrooms and crew mess facilities. The Contractor shall provide the necessary amenities for the Contractor's and sub-contractors employees as required.
- 2. Access to Worksite**
- 2.1 The Contractor shall ensure the TA and CG staff has unrestricted access to the worksite at all times during the contract period.
- 3. Workplace Hazardous Materials Information System (WHIMS)**
- 3.1 The Contractor must provide the TA with Material Safety Data Sheets (MSDS) for all Contractor supplied WHIMS controlled products.
- 3.2 The TA will provide the Contractor with access to MSD sheets for all controlled products on the ship for all specified work items.
- 4. Smoking in the Work Space**
- 4.1 The Contractor must ensure compliance with the Non- Smokers' Health Act. The Contractor shall ensure that every employer, and any person acting on behalf of an employer, shall ensure that persons refrain from smoking in any work space under the control of the employer. The Contractor shall ensure that there is absolutely no smoking onboard the vessel.
- 4. Clean and Hazard Free Worksite**
- 4.1. The Contractor, during the work period shall maintain those areas of the vessel which Contractor personnel use to access those areas where work is to be undertaken, in a clean condition, free from debris and remove garbage daily.
- 4.2. Areas that pose a hazard as a result of the specification work are to be secured and clearly identified by the Contractor with signage to advise and protect all personnel from the hazard in accordance with applicable Canada Labour Code requirements.
- 4.3. Upon completion of this contract, the Contractor shall be responsible for the removal of all garbage generated from the work of this specification and for returning the vessel to the state of cleanliness in which the vessel was at the start of the contract period.

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

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- 4.4. Once all known work and final clean-up has been completed the Contractor's QA Representative, the TA and TI shall perform a 'walk through' of the vessel to view all areas where work was performed by the Contractor. Any deficiencies or damage noted shall be recorded and compared to the photos and if deemed to have been caused by the Contractor as a result of the work the damage shall be repaired by the Contractor at no cost to the Coast Guard.

### 5. Fire Protection

- 5.1. The Contractor must ensure the isolation, removal and installation of fire detection and suppression systems or any components thereof, is performed by a qualified technician. When the fire detection or fire suppression system is deactivated or disabled by the Contractor during the contract, the system(s) must be recertified by a qualified technician as fully functional. A signed and dated original copy of the certificate must be delivered to the TA and the TI before the end of the contract.
- 5.2. The Contractor must notify the TA and TI and obtain written approval from the TA prior to disturbing, removing, isolating, deactivating / disabling or locking out any part of the fire detection or suppression systems, including heat and smoke sensors.
- 5.3. The Contractor must ensure protection against fire at all times including when working on the ship's fire detection and / or suppression system(s). This may be accomplished as suggested below and only with the written permission of the TA:
- Disabling only one portion of a system at a time;
  - By maintaining system function using spares while work is in progress;
  - Other means acceptable to and approved by the TA.
- 5.4. The Contractor must note that failure to take the necessary precautions while performing work on the vessel's fire suppression system(s) could result in the accidental discharge of the fire suppression agent(s). The Contractor must recharge and certify at his cost, container(s) or systems that are discharged as a result of such work.

## **C.C.G.S. AMUNDSEN**

### **SECTION EG**

### **General Requirements of the Work**

### **COMMENTS**

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#### **6. Touch-up / Disturbed Paint**

6.1. Unless stated otherwise the Contractor shall supply and apply two coats of marine primer compatible with the vessel's existing coating system to all new and/or disturbed metal surfaces.

6.2. The Contractor shall prepare all new and disturbed steelwork to the paint manufacturer's standards prior to painting.

#### **7. CCG Employees and Others on the Vessel**

7.1. CCG / DFO employees and other personnel such as manufacturer's representatives and/or TCMS or Class surveyors may carry-out other work including work items not included in this specification, onboard the vessel during this work period. Every effort will be made by the TA to ensure this work and the associated inspections and/or surveys do not interfere with the Contractor's work. The Contractor will not be responsible for coordinating the related inspections or payment of inspection fees for this work unless otherwise specified.

#### **8. Regulatory Inspections and/or Class Surveys**

8.1. The Contractor shall contact, coordinate and schedule all regulatory inspections and/or class surveys by the applicable authority: i.e. TCMS, HC, Environment Canada or others as required by the specification.

8.2. Any documentation generated by the above inspections and/or surveys to show that the inspections and/or surveys were conducted (i.e. original signed and dated certificates) must be provided to the TA with copies to the TI.

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

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8.3. The Contractor must not substitute inspection by the TA or TI for the required regulatory inspections or class surveys.

8.4. The Contractor must provide timely advance notification (minimum of 24 hours) of scheduled regulatory inspections and/or class surveys to the TA and TI so they may witness the inspection.

#### **9. Test Results and Data Book**

9.1. The Contractor shall develop a Test and Trials Plan which shall include as a minimum, all tests and trials stated in the specification.

9.2. All tests, measurements, calibrations and readings must be recorded, signed by the person taking the measurements, dated and provided in report format both in hard copy and electronic format, to the TA, TI and TCMS.

9.3. Recorded dimensions shall be to a precision of three decimal places (unless otherwise stated) in the measuring system currently in use on the vessel.

9.4. The Contractor shall provide to the TA and TI current and valid calibration certificates for all instrumentation used in the Test and Trials Plan showing that the instruments have been calibrated in accordance with the manufacturer's instructions.

9.5. Hard copy reports shall be bound in standard 3-ring binders, type written on letter size paper and indexed by specification number. Electronic copies shall be in unprotected Adobe PDF format and provide on CD-ROM media. The Contractor shall provide 3 hard copies and 1 electronic copy of all reports.

## **C.C.G.S. AMUNDSEN**

### **SECTION EG**

### **General Requirements of the Work**

### **COMMENTS**

- 
- 9.6. All documentation from the contract period shall be inserted in a data book and delivered to the TA and TI on completion of the contract.

### **10. Contractor Supplied Materials and Tools**

**10.1** The Contractor must ensure all materials are new and unused.

**10.2** The Contractor must ensure replacement material such as jointing, packing, insulation, small hardware, oils, lubricants, cleaning solvents, preservatives, paints, coatings etc. are in accordance with the equipment manufacturer's drawings, manuals and/or instructions.

**10.3** Where no particular item is specified or where substitution must be made, the TA must approve the substituted item in writing. The Contractor must provide information about materials used, certificate of grade and quality of various materials to the TA and TI prior to use.

**10.4** The Contractor shall provide all equipment, devices, tools and machinery such as craneage, staging, scaffolding and rigging necessary for the completion of the work in this specification.

## **C.C.G.S. AMUNDSEN**

### **SECTION EG**

### **General Requirements of the Work**

### **COMMENTS**

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**10.5** The Contractor shall provide waste disposal services for any oil, oily waste or other hazardous or controlled waste generated by the work of this specification. The Contractor shall provide waste disposal certificates for all of the above generated waste and the disposal certificates shall indicate that the disposal was in accordance with Federal, Provincial and Municipal regulations in effect.

### **11. Government Supplied Materials & Tools**

**11.1.** All tools are Contractor supplied unless otherwise stated in the technical specifications.

**11.2.** Where tools are supplied by the TA they shall be returned by the Contractor in the same condition as when they were borrowed. Borrowed tools must be inventoried and signed for by the Contractor on receipt and return to the TA.

**11.3.** Any Government supplied material (GSM) shall be received by the Contractor and stored in a secure warehouse or storeroom having a controlled environment appropriate for the equipment as per manufacturer's instructions.

### **12. Restricted Areas**

**12.1.** The Contractor must not enter the following areas except to perform work as required by the specifications: all cabins, offices, workshops, Engineers' office, Wheelhouse, Control Room, all washrooms, Galley, Mess Rooms, Lounge areas and any other areas restricted by signage.

**12.2.** The Contractor must give the TA 24 hours advance notice prior to working in any accommodation areas or office spaces. This will allow CCG adequate time to move personnel and secure the areas.



**C.C.G.S. AMUNDSEN**

**SECTION EG**

**General Requirements  
of the Work**

**COMMENTS**

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**13. Contractor Inspections and Protection of Equipment and the Worksite**

**13.1.** The Contractor must coordinate an inspection with the TA and TI on the condition and location of items to be removed prior to carrying out the specified work or to gain access to a location to carry out the work.

**13.2.** Any damage incurred as a result of the Contractor's work and that is attributable to the Contractor's work performance shall be repaired by the Contractor at his expense. Materials used in any replacement or repairs must meet the criteria for Contractor supplied material noted above in section Contractor Supplied Materials and Tools.

**13.3.** The Contractor must protect all equipment and surrounding areas from damage. Work areas are to be protected from the ingress of water, welding and blasting grit etc. Temporary covers to work areas must be installed.

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

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#### **14. Recording of Work in Progress**

**14.1.** The TA and TI may record any work in progress using various means including, but not limited to photography and video, digital or film.

#### **15. List of Confined Spaces**

**15.1.** The Contractor may request a list of the vessel's identified confined spaces at the Pre-Refit meeting.

#### **16. Lead Paint and Paint Coatings**

**16.1.** The Contractor shall not use lead based paints.

**16.2.** CG ships have been painted with lead based paints in the past and as a result some of the Contractor's processes such as grinding, welding and burning may release this lead from the coatings. The Contractor shall ensure that coatings in the affected work areas are tested for lead content and that the work is performed in accordance with applicable Federal and Provincial regulations.

**16.3.** The Contractor must provide HC product approval for underwater hull surface paints controlled by HC and the Pest Management Regulatory Agency.

**C.C.G.S. AMUNDSEN**

**SECTION EG**

**General Requirements  
of the Work**

**COMMENTS**

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**17. Asbestos Containing Materials**

**17.1.** The Contractor shall not use any asbestos containing materials.

**17.2.** Handling of any asbestos containing materials shall be performed by personnel trained and certified in the removal of asbestos in accordance with Federal, Provincial and Municipal regulations in effect and in accordance with the Fleet Safety and Security Manual. The Contractor shall provide the TA and TI with disposal certificates for all asbestos containing material removed from the vessel indicating that the disposal was in accordance with Federal, Provincial and Municipal regulations in effect.

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

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#### 18. Removed Materials and Equipment

**18.1.** All removed equipment as a result of this specification shall remain the property of the Coast Guard unless otherwise instructed in the specification sections.

#### 19. Welding Certification

**19.1.** For any work requiring the application of fusion welding for steel structures the Contractor and/or the sub-contractor welders shall be certified by the Canadian Welding Bureau in accordance with CSA Standards W47.1-03, latest revision – Certification of Companies for Fusion Welding of Steel Division 2 Certification as a minimum. Current copies of certification (including those of the welders) shall be provided to the TA and the TI.

#### 20. Electrical Installations

**20.1.** All electrical installations and repairs shall be carried out in accordance with the latest revisions of Transport Canada Marine Safety Electrical Standard TP127E and IEEE Standard 45 Recommended Practice for Electrical Installation on Ships.

#### 21. Electric Power

**21.1.** CCG shall allow the contractor to use of a limited (or ----) number of 115 VAC, 1 phase, 15 amp receptacle(s) for the use of the Contractor for the contracted period.

#### 22. Washrooms and Working Hours

**22.1.** A designated washroom on board may be made available should the Contractor not have access to washroom facilities ashore. The Contractor must obtain permission from the TA.

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

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**22.2.** Hours of work for CCG personnel working on board the vessel are from 0800 hours to 2000 hours, seven (7) days a week, excluding statutory holidays. Permission to work on the vessel outside these hours must be obtained from the TA.

**23. Contractor crane**

**23.1.** On wharf 25 of the port of Québec some restriction occur about use about the usage of heavy vehicle, the contractor is in charge to verify those restriction with the authority.

**24. Ship crane**

**24.1.** The crane of the ship will be available to do the necessary handling the material. It on board of the ship, but the chief engineer must be notify from that requested 24 hour before

## C.C.G.S. AMUNDSEN

### SECTION EG

### General Requirements of the Work

### COMMENTS

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#### 25. LIST OF ACRONYMS

CA	Contract Authority (PWGSC)
CCG	Canadian Coast Guard
CLC	Canada Labour Code
CSM	Contractor Supplied Material
CSA	Canadian Standards Association
CWB	Canadian Welding Bureau
DFO	Department of Fisheries and Oceans
FSSM	Fleet Safety & Security Manual (CCG)
FSR	Field Service Representative
GSM	Government Supplied Materials
HC	Health Canada
IEEE	Institute of Electrical and Electronic Engineers
LOA	Length Over All
MSDS	Material Safety Data Sheet
OHS	Health and Safety
PWGSC	Public Works and Government Services Canada
SSMS	Safety & Security Management System
TBS	Treasury Board of Canada Secretariat
TCMS	Transport Canada Marine Safety
IT:	Inspection Authority – Technical Inspector
TA	Technical Authority – Owner’s Representative (CCG)
WHMIS	Workplace Hazardous Material Information System

## **C.C.G.S. AMUNDSEN**

### **SECTION E-1**

### **Removal of old ventilation crankcase pipe**

### **COMMENTS**

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#### **SCOPE OF WORK**

- 1.1 Supply the material and labour to remove the old 6-inch piping from the exhaust fans of the housing of the three old generators, as well as the exterior head of the vent outlet. Remove the unused section of drainage pipe from the vent head up to the coupling where it connects to the DP drainage piping. Plug the hole with a screw cup. Close all openings with an insert plate of the same thickness as the plate over the opening. Remove all pipe supports and grind down soldered joints.
- 1.2 Modify the piping in the funnel in order to connect the housing pipe from DP #6 to the old vent of DA #2 (see photos). Use of a Vitalic joint is acceptable. The DP6 vent located on the deck must be removed, as does the rest of the piping that will no longer be used. Plug the hole in the deck, as indicated in section 1.1.
- 1.3 Insulation must be removed. It shall be replaced with new TC-approved insulation and covered with the same type of screen. The insertions shall also be covered with insulation. A layer of primer and finish paint shall be applied to the steel on site. The finish paint shall be identical to the vessel's paint. The paint will be supplied by the vessel. The removed steel shall be taken off the vessel and disposed of. A water spray test shall be conducted on the insert plates to check the watertightness of the soldered joints.
- 1.4 A hotwork certificate shall be issued by the Chief Engineer every day. The Contractor shall leave the vessel in the same state of cleanliness as before the work started. Precautions shall be taken to prevent parts or projectiles from falling into the engine rooms.

#### **APPLICABLE DOCUMENTS**

- **Photos (3) of the modification to the piping**

## C.C.G.S. AMUNDSEN

### SECTION E-2

### Hydraulic Ram repair Steering gear

### COMMENTS

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#### **OBJECTIVE**

- 2.1 Eliminate the excessive play between the threading located on the end of the cylinder rod and the fork attached to the steering gear dial.

#### **SCOPE OF WORK**

- 2.2 Supply the material and labour to eliminate the excessive play that has been created between the threading on the rod end (male) and those on the connecting eyes (female) of the two hydraulic cylinders of the steering gear (see both photos).
- 2.3 The Contractor must take both cylinders off the vessel using their own lifting jacks or in order to inspect them. A written inspection report must be submitted on the procedure for eliminating play and returning it to its original state. The Contractor shall have its repair method approved by an OMS inspector before proceeding. The repair work will be in addition to the contract.
- 2.4 When reassembling cylinders, all joints must be replaced. A new, complete joint assembly must be included with your bid. The Contractor shall conduct leakage seal tests of the cylinders in the presence of a CCG representative and the TCMS inspector.

#### **Testing to be conducted:**

- Leak test on the piston head every 12" in both directions
  - Test pressure: 2000 psi.
  - Operating pressure: 1300 psi
- 2.5 Once the repair has been completed and both cylinders re-installed on board the vessel, and the piping reconnected, the system must be turned back on to purge air from the system and, if applicable, the oil must be topped up. The oil will be supplied by the CCG, and testing will again take place in the presence of the Chief Engineer and the TCMS inspector.

#### **APPLICABLE DOCUMENTS**

- **Photo of the rod and fork assembly**
- **Drawing of the cylinder and steering gear**



## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION E-3

### Helicopter garage Drive Shaft Repair

### COMMENTS

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#### SCOPE OF WORK

- 3.1 Supply the material and labour to disassemble the two drive shafts of the telescopic sections of the helicopter hangar. The gears on these shafts are meshing with the racks. Supply all required scaffolding and ladders.
- 3.2 Replace the drive shafts with new ones, and machine new end fittings where gears are mounted. Refer to the starboard side shaft as a guide. Also, manufacture and replace the bronze couplings acting as a bearing in the aluminum pipes.
- 3.3 Manufacture a third drive shaft equipped with end fittings identical to those on the other two shafts. This shaft will be a spare and used when needed.
- 3.4 Disassemble and inspect the gear boxes that act as the sections drive. The gear box for the port side drive is currently not functional and must be repaired.

#### APPLICABLE DOCUMENTS

- Actuator photos
- Drawing of the steering gear and cylinder

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-1

### Transformer Replacement For shore power

### COMMENTS

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#### 1.1 CONTEXT

The shore power transformer is currently at the end of its life cycle and must be replaced to meet the vessel's power supply needs when berthed.

#### 1.2 OBJECTIVE

Replace the existing transformer with three new transformers and increase the system's capacity in order to supply the capacity required by the vessel.

#### 1.3 SCOPE OF WORK

##### General note

1.3.1 Ground current shutdowns will have to be coordinated; a schedule must be provided.

##### Disassembly

1.3.2 The current transformer must be disconnected and transferred to the flight deck.

1.3.3 Supply the material and labour to replace the 600/440 volt ground current transformer with a group of three single-phase transformers. The transformer support will be removed and the remaining soldered joints will be grinded. This transformer will be returned to the Coast Guard in service condition.

1.3.4 The aft starboard side deep fuel tank must be cleaned of gas before welding of the transformer rack. A certificate confirming that access to the tank is gas-free shall be issued daily. The Contractor shall supply the firefighter and portable fire extinguishing equipment. The Contractor shall keep the area ventilated and protected. The capacity of the tank is 104.7 metric cube.

##### Fabrication of the base

1.3.5 Fabricate a base to support the 3 transformers (1145 lbs each) and mount them as high as possible in order to leave sufficient space in which to easily slide a 205-litre barrel. The design drawing of this base shall be approved by a naval architect and the drawing must be supply to the CCG in PDF and autocad version. This base must be welded directly to the floor in room 704 and shall be 24 inches from the drinking water tanks and as close as possible to the bulkhead at frame 30. The transformers must be side by side in order to keep the ventilation screen clear. (See overview photos)

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-1

### Transformer Replacement For shore power

### COMMENTS

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#### Laying of electrical wiring and modification of the ground current box

- 1.3.6 The Contractor must connect electrical cables to the new transformers in accordance with the configuration specifications requested by the Client and in accordance with the standards TP 127 and IEEE45. Each of the parallel cables shall be the same length and gauge.
- 1.3.7 The new installation will now have a capacity of 300 amps per circuit breaker. The Contractor shall run four other #2/0 AWG gauge marine cables, 3 conductors (two parallel cables per circuit breaker) from the ground current box outside to room 704 to the new primaries of the transformers. The new cables will run along the same cabletroughs as the existing ones. The approximate length is 30 metres. The old cables that need to be remove will be given to the vessel.
- 1.3.8 The new cable shall run through at least four sealed bulkhead adapters. The actual transits can be used or new one must be installed in accordance with the actual standard of the ship compartments The position of the cable and the transit will be determined during the bidder's conference on board of the vessel . If cable laying requires the installation of new bulkhead adapters, the location and quantity will be determined when bidders visit the vessel. The transits shall be TSB brand to adhere to onboard standards.
- 1.3.9 The contractor is responsible to determine the length of cable required and the amount of transit. The technical sheet of the cable and equipment must be provided.
- 1.3.10 Four power cables of a thickness of #4/0 AWG must be run from the secondaries of the transformers. Three conductors must be run between the new transformers and the main switchboard located in the engine room control room. The four new cables shall follow the same path as the existing cables and must pass through two bulkheads. Since the existing cables will be replaced, the Contractor shall reuse the existing bulkhead adapters and ensure they are sealed with an approved material. The cables will be approximately 35 m in length each. If it is impossible to use the existing bulkhead adapters, two new bulkhead adapters must be installed on the vessel.
- 1.3.11 The Phase Changeover Switch located on the main switchboard of the ground current section shall be replaced because it no longer has sufficient capacity, given that we are increasing the electrical input capacity. The Phase Changeover Switch shall have a capacity of 800 Amperes. All wiring touching this switch shall be replaced so that the installation can operate at full capacity.

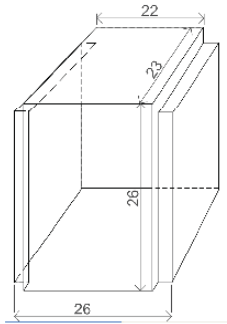
**C.C.G.S. AMUNDSEN (SPRING 2011)**

**SECTION L-1**

**Transformer Replacement  
For shore power**

**COMMENTS**

**Space available on the main switchboard:**



**Electrical connection and installation:**

- 1.3.12** Check the polarity of the primary and secondary before making final connections.
- 1.3.13** The existing ground current box shall be kept and the entire new control installation shall be done inside this same box. If, during the bidders' visit, it is determined that the box is not large enough to incorporate all of the material required for this installation, indicate a price for replacement.
- 1.3.14** The exterior box must be reinforced with steel plate where the grommets will be installed.

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-1

### Transformer Replacement For shore power

### COMMENTS

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- 1.3.15** These transformers shall be interconnected using conductors of a gauge specific to the load at the primary and secondary, and using the required hardware. All compression terminals used for this installation shall be ANSI/UL 486A-1997 compliant or equivalent dual-rated tinned copper compression terminals.
- 1.3.16** The connection configuration of the new transformers shall be Delta on the primary and Delta on the secondary. One hundred and sixty six (166) metres of #4/0 AWG Gecsol cables will be supplied for these connections.
- 1.3.17** The rack of each transformer shall be grounded using a #2 gauge AWG conductor.
- 1.3.18** All cable terminals or couplings shall be done using dual compression thimbles with a dedicated hydraulic clamp and with the specific compression at the terminal.
- 1.3.19** New sealed bulkhead adapters shall be anticipated for the laying of new cables.
- 1.3.20** All thimble fastening bolts shall be made of zinc-coated corrosion-resistant steel.
- 1.3.21** The power cables on the secondary side of the transformer are supplied by the CCG. These cables must be connected from the transformers' secondary to the main switchboard in the section of the existing ground current circuit breaker. The connection shall be made on the bus bars of the main switchboard to the section of the ground current and to the secondaries of the new transformers.
- 1.3.22** If the existing cables are too short, new cables will have to be run for the transformers' secondaries. The CCG currently has 166 meters of #4/0 AWG cable that will be used for the secondary connection of the transformers, i.e. from the transformers to the main switchboard on the ground current circuit breaker section.
- 1.3.23** The power cables, when supported by channelling, shall be attached in the cabletroughs with stainless steels clips at a maximum interval of 36 inches.
- 1.3.24** Cables shall be identified using the existing nomenclature found on plan #222-901-1. Secondary cables will be numbered as follows: P0404-1, P0404-2, P0404-3, P0404-4. The primary cables will be identified as follows: P0501-A, P0501-B cable #1 and # 2 circuit breaker #1 and P0502-A, P0502-B, cable #1 and #2, circuit breaker #2.

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-1

### Transformer Replacement For shore power

### COMMENTS

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- 1.3.25 The identifiers shall be stainless steel with embossed identification and attached to the cable with a stainless steel Ty-Rap clip. Each cable shall be identified on either side of each bulkhead.

#### 1.5 Control

- All control devices shall be installed in the exterior breaker box. As regards the control installations in the box, the Contractor must supply all the control materials and all hardware necessary to complete the requested work. Material exposed to bad weather must have a minimum protection index of IP66, and all copper terminals shall be tin-coated to prevent premature oxidization:
  - Exterior box changeover switch
  - Checking relays
  - 600/120V control transformers
  - LED lights for the presence of available voltage
  - A voltmeter shall be installed on the box.
  - The additional 300 Amp circuit breaker (supplied by the CCG).
  - A phase sequence indicator
  - Others equipments required in accordance to the drawing
- The control plans will be provided by the Contractor (see attached).
- The Contractor shall be responsible for having the ground current circuit breaker (52-S) recalibrated to its new capacity. A testing report shall be provided.

#### 1.6 Testing

- A 1000V Megger insulation test must be conducted on the three transformers in the presence of the project officer and a Transport Canada inspector. The data must be recorded in the final report. (primary vs. ground, secondary vs. ground and primary vs. secondary)
- Load transformers with the maximum load that the vessel can add and, using a thermal camera, check all the connection points both on the transformers and on the phase inverter of the main switchboard. The data shall be included in a report.

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-1

### Transformer Replacement For shore power

### COMMENTS

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#### 1.7 EQUIPMENT SUPPLIED BY THE COAST GUARD

**Note: The Contractor is responsible for handling the equipment supplied on the flight deck inside the vessel.**

- 3 transformers (Height: 52 inches; Width: 36.5 inches; Depth: 35 inches), 200Kva 600V/480V
- A 300-amp circuit breaker with under voltage
- 166 m of cable between transformer and main switchboard (#4/0 gecsol)
- changeover switch for Exterior box

#### 1.8 APPLICABLE DOCUMENTS

Plans and documentation provided:

- Photos of the exterior box
- Photo of transformer to be removed
- Photo of new transformer
- Sketch of new transformer rack
- *Pierre Radisson* control connection plan
- General connection sketch

#### 1.9 APPLICABLE STANDARDS

**See section GR**

#### 1.10 LIMITATIONS

The Contractor must submit a clear action plan indicating the period when the vessel will be without power.

#### 1.11 CONFIDENTIALITY

The Contractor agrees to keep confidential and not disclose any information obtained through assignments or any knowledge related to pending assignments. The sole exception is that confidential information received by the Contractor may be disclosed to its employees if, and only if, disclosure of such information is necessary for the performance of the tasks directly related to the work under contract.

## **C.C.G.S. AMUNDSEN (SPRING 2011)**

### **SECTION L-1**

#### **Transformer Replacement For shore power**

### **COMMENTS**

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#### **1.12 APPROVAL AND ACCEPTANCE**

The Coast Guard project manager will be the person in charge of accepting work. The Contractor must notify TC for the final inspection.

#### **1.13 TRAVEL**

The Contractor's travel must be included in the price.



## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-2

### Installation of Lights Navigation

### COMMENTS

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#### 2.1 OBJECTIVE

2.1.1 Change out the navigation lighting system to new LED technology.

#### 2.2 SCOPE OF WORK

##### 2.2.1

2.2.2 Supply the material and labour to replace the navigation lights, control panel and the AquaSignal control console supplied by the CCG.

2.2.3 Replace the navigation lights on the forward and aft masts with new LED lights. Once the lights have been removed, mechanically remove any rust and chipped paint from the surface of the supports where the lights are bolted and apply two coats of epoxy or conquest primer (supplied by the CCG).

2.2.4 All bolts shall be 316 stainless steel. Ensure that the positioning and direction of the lights adheres to the plan supplied by the CCG and collision regulations (TC Regulation #1416).

2.2.5 All new electrical connections, outlets, plugs, boxes and connectors must comply with the IP66 standard. Given that Kondu Marine products have been discontinued, the male plugs of the old lights will have to be reused and reinstalled on the flexible cords of the new lights. The sealed connector that shall be replaced must be IBERVILLE CISLR-9-03 or equivalent (accepted in advance by technical authority). Replace the sealed couplings of the Kondu bronze box covers and other open box.

2.2.6 A Megger test shall be conducted on all light wires before any installation to ensure that there is no ground leak on the wires. A report and recommendation on the condition of wires must be submitted. The report must identify each of the lights.

#### Switchboard

2.2.7 This board will be installed in the compartment under the wheelhouse. The support must be welded to the structure of the vessel. The location will be identified at the bidders' conference.

2.2.8 All of the wiring currently runs from the crawl space to the existing switchboard on the port side wheelhouse. The wiring from the existing switchboard is sufficiently long to be reconnected to the new switchboard. For the connection of cables to the new switchboard, each wire for each light shall be identified before being disconnected from the existing switchboard. All cables shall be identified with permanently marked heat-shrink rings. Each wire shall be connected to the position specified in this switchboard to reflect the original configuration of the vessel's lights. The connection plans will be provided on board by the vessel.

2.2.9 The Contractor must connect the power supply in accordance with regulations.

#### Control panel

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-2

### Installation of Lights Navigation

### COMMENTS

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**2.2.10** The control panel for the lights will be installed in the wheelhouse on the port side information console, with a plate attached to the top of the wheelhouse information console; this will be provided by the CCG. The Contractor shall remove all console components and reinstall them on the new console, except radios, which will be handled by the CCG telecom group.

**2.2.11** Connect the existing navigation light wires and the system's main electrical power supply wire. The location of each light and its name must be followed.

#### Testing

**2.2.12** Once work has been completed, testing is mandatory in the presence of the vessel's senior officer. The Contractor must submit a report signed by the vessel's senior officer confirming the position of the lights.

**2.2.13** All information console buttons that were touched during installation must be tested to confirm functionality.

### 2.3 LIMITATIONS

**2.3.1** If a crane is necessary for removal, disassembly, reassembly and repair of the light foundations located on the mastheads, the Contractor must take wharf restrictions into consideration.

### 2.4 APPLICABLE DOCUMENTS

Here are the plans and documentation provided:

- **Manufacturer's booklet**
- **Miscellaneous photos (3)**
- **Information console panel plan**

### 2.5 APPLICABLE STANDARDS

- **Transport Canada TP 127**
- **Collision Regulations (TC Regulation #1416)**

# C.C.G.S. AMUNDSEN (SPRING 2011)

## SECTION L-2

## Installation of Lights Navigation

## COMMENTS

### 2.6 Equipment supplied by the CCG

#### Equipment supplied by the Canadian Coast Guard:

- Navigation lights supplied:

Article <i>Item</i>	Type	Couleur <i>Color</i>	Couverture Horizontale <i>Horizontal coverage</i>	Portée lumineuse <i>Range of visibility</i>	Intensité minimale (candelas) <i>Minimum intensity (candelas)</i>
1	Feu de côté babord <i>Port sidelight</i>	ROUGE <i>RED</i>	112.5°	3 mn	12
2	Feu de côté tribord <i>Starboard sidelight</i>	VERT <i>GREEN</i>	112.5°	3 mn	12
3	Feu de tête de mat avant <i>Forward masthead light</i>	BLANC <i>WHITE</i>	225°	6 mn	94
4	Feu de tête de mat arrière <i>Aft masthead light</i>	BLANC <i>WHITE</i>	225°	6 mn	94
5	Feu de poupe <i>Sternlight</i>	BLANC <i>WHITE</i>	135°	3 mn	12
6	Feu de remorquage mat avant (inférieur) <i>Fwd mas towing (lower)</i>	BLANC <i>WHITE</i>	225°	6 mn	94
0	Feu d'ancrage avant <i>Fwd anchor light</i>	BLANC <i>WHITE</i>	360°	3 mn	12
8	Feu d'ancrage arrière <i>Aft anchor light</i>	BLANC <i>WHITE</i>	360°	3 mn	12
9	Manoeuvre restreinte et non maître de sa manoeuvre (supérieur) <i>Restricted manoeuvring &amp; not under command (upper)</i>	ROUGE <i>RED</i>	360°	3 mn	12
10	Manoeuvre restreinte (centre) <i>Restricted manoeuvring (middle)</i>	BLANC <i>WHITE</i>	360°	3 mn	12
11	Manoeuvre restreinte et non maître de sa manoeuvre (inférieur) <i>Restricted manoeuvring &amp; not under command (lower)</i>	ROUGE <i>RED</i>	360°	3 mn	12
12	Feu bleu clignotant <i>Blue flashing light</i>	BLEU (50 à 70 éclats par minute) <i>BLUE (50 to 70 flashes per minute)</i>	360°	2 mn	4.3

## C.C.G.S. AMUNDSEN (SPRING 2011)

### SECTION L-2

#### Installation of Lights Navigation

### COMMENTS

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- Aluminum plate for the information console
- Switchboard
- Control panel

**C.C.G.S. AMUNDSEN (SPRING 2011)**

**SECTION L-2**

**Installation of Lights  
Navigation**

**COMMENTS**

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