

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

## INVITATION TO TENDER APPEL D'OFFRES

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

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

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

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

### Comments - Commentaires

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

### Issuing Office - Bureau de distribution

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

<b>Title - Sujet</b> CCGS VIOLA M. DAVIDSON REFIT	
<b>Solicitation No. - N° de l'invitation</b> F5561-142005/A	<b>Date</b> 2014-03-04
<b>Client Reference No. - N° de référence du client</b> F5561-14-2005	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-403-9224
<b>File No. - N° de dossier</b> HAL-3-71280 (403)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-03-26</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brow, Theresa	<b>Buyer Id - Id de l'acheteur</b> hal403
<b>Telephone No. - N° de téléphone</b> (902) 496-5166 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS MARITIMES REGIONAL HQ BLDG 50 DISCOVERY DR - LEVEL 4 DARTMOUTH NOVA SCOTIA B2Y 4A2 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>

Solicitation No. - N° de l'invitation

F5561-142005/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71280

Buyer ID - Id de l'acheteur

ha1403

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

F5561-14-2005

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1. Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work; the Basis of Payment; Insurance Requirements; Warranty; Custody; Project Management Services; Financial Bid Presentation Sheet; Required Certifications; and Information Required for Code of Conduct Certification.

### **1.2 Requirement**

1. The Statement of Work is;

a) to carry out the refit of the Canadian Coast Guard Vessel **CCGS VIOLA M DAVIDSON** in accordance with the associated Technical Specifications detailed in the Statement of Work at Annex A .

b) to carry out any approved unscheduled work not covered in paragraph a) above.

C) The refit work is scheduled to take place from April 7, 2014 to May 5, 2014.

2. There is no industrial security requirement associated with this solicitation. Other security requirements are outlined in Part 7, Article 3.

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; however, it is subject to the Agreement on Internal Trade (AIT) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

4. Pursuant to section 01 of Standard Instructions 2003 and 2004, a Consent to a Criminal Record Verification form, must be submitted with the bid, by the bid solicitation closing date, for each individual who is currently on the Bidder Board of Directors.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 07(3) of 2003, Standard Instructions - Goods or Services are amended as follows:

Delete: Furthermore, the Bidder must send a written confirmation of the bid within two (2) working days after bid closing, unless specified otherwise in the bid solicitation. All documents confirming bids should bear the word "CONFIRMATION".

### **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 five (5) 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.

### **2.4 Applicable Laws**

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.
2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or

territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

## **2.5 Bidders' Conference**

A bidders' conference will be held at Canadian Coast Guard Facility, St. Andrews, New Brunswick on 19 March 2014 . The conference will begin at 1000 hours and questions will be answered. It is recommended that bidders who intend to submit a bid, attend or send a representative.

Bidders are requested to communicate with the Contracting Authority 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 two (2) working days before the scheduled conference.

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

## **2.6 Site Visit - Vessel**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the vessel. The visit will be held also on 19 March 2014 at 10:00 am. Bidders are requested to communicate with the Contracting Authority two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **2.7 Work Period - Marine**

1. Work must commence and be completed as follows: April 7, 2014 to May 5, 2014
2. By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid as follows:

Section I:	Financial Bid (1 hard copy)
Section II:	Certifications Requirements (1 hard copy)

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

If bids are submitted by facsimile in accordance with 2003 Standard Instructions, Section 07(3), as modified under Part 2, Article 1, then the bid should be provided in the same format as for hard copies.

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

To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I. Bidders must also submit the ITT completed and signed.

## **Section II: Certification Requirements**

Bidders must submit the certifications required in accordance with Part 5.

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

### **4.2 Basis of Selection**

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

### **4.3 Public Bid Opening**

A public bid opening will be held at the Public Works and Government Services Office, 1713 Bedford Row, Halifax, Nova Scotia at :1400 hrs. AST on.

## **PART 5 - CERTIFICATIONS**

### **5.1 General**

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

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

## **5.2 Certifications Precedent to Contract Award**

The certifications listed below should be submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications are not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Insurance Certification as per Part 6.3 and Annex C
2. Workers compensation letter of good standing as per Part 6.4
3. Welding Certification as per Part 6.5
4. Labour agreement as per Part 6.6
5. Project Schedule as per Part 6.7
6. Safety Measures for Fuel information as per Part 6.8
7. ISO 9001 registration documentation as per Part 6.9
8. Docking facility certification as per Part 6.10
9. Subcontractors list as per Part 6.11
10. Federal Contractors Program for Employment Equity - Certification as per 6.12 and Annex J
11. Code of Conduct Information Required as per 5.4 and Annex K

## **5.3 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

1. Tender Document completed and signed.
2. Pricing information and pricing data sheets as contained in Annex "I" and Appendix 1 to Annex I.

## **5.4 Code of Conduct Certifications - Certifications Required Precedent to Contract Award**

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

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

### **6.1 Security Requirement**

There is no security requirement associated with this requirement.

### **6.2 Financial Capability**

SACC Manual Clause A9033T (2012-07-16) Financial Capability

### **6.3 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified at Annex "C".

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

#### **6.4 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, within two (2) working days, following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### **6.5 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 of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*);
2. Before contract award and within two (2) working days of the written request by the Contracting Authority, the successful Bidder must submit provide evidence demonstrating its certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

#### **6.6 Valid Labour Agreement**

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide evidence of that agreement.

#### **6.7 Project Schedule**

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must propose its preliminary project schedule, in Gantt chart or detailed bar chart format. The project schedule must include the Bidder's work breakdown structure; the scheduling of main activities and milestone events; and any potential problem areas involved in completing the Work.

#### **6.8 Safety Measures For Fueling and Disembarking Fuel**

Fueling and disembarking fuel from Canadian government vessels must be conducted under the supervision of a responsible supervisor trained and experienced in these operations.

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide details of its safety measures for fueling and disembarking fuel, together with the name and experience of the person in charge of this activity.

#### **6.9 ISO 9001:2000 - Quality Management Systems**

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2000. Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

#### **6.10 Docking Facility Certification**

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

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant or classification society and must have been issued within the past two years. Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. While the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers or abutments adjoining the dry dock may, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

#### **6.11 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, within two (2) working days of written notification from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed 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.

### **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 Statement of Work**

The Contractor must:

- a) Carry out the maintenance and alterations of the Canadian Coast Guard Vessel CCGS VIOLA M. DAVIDSON in accordance with the associated Technical Specifications detailed in the Statement of Work attached as Annex A; and
- b) Carry out any approved unscheduled work not covered in paragraph (a) above.

#### **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 (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

### **7.2.1 General Conditions**

2030 (2014-03-01) General Conditions - Goods - Higher Complexity

### **7.2.2 Supplemental General Conditions**

1029 (2010-08-16) Ship Repairs

## **7.3 Security Requirement**

1. There is no industrial security requirement associated with this contract.
2. Access to Port Facilities and Government vessels is controlled. The Contractor must comply with applicable requirements. A system of positive identification, sign-in and out, and wearing of identification badges while within Port facilities or on board Government vessels is required.
3. The Contracting and the Technical Authority reserve the right to direct that Contractors personnel be security cleared as necessary.

## **7.4 Term of Contract**

### **7.4.1 Work Period- Marine**

1. Work must commence and be completed as follows: 07 APRIL 2014 TO 05 MAY 2014.
2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:  
Theresa Brow, Marine Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
1713 Bedford Row, Halifax, Nova Scotia B3J 3C9

Telephone: (902) 496-5166  
Facsimile: (902) 496-5016  
E-mail address: [theresa.brow@pwgsc-tpsgc.gc.ca](mailto:theresa.brow@pwgsc-tpsgc.gc.ca)

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

### **7.5.2 Inspection Authority**

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned on-site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

### **7.5.3 Technical Authority**

The on site Technical Authority for the Contract will be named at contract award.

The Technical Authority is the on site representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The on site technical authority is the designated authority for work arising including signatory authority for 1379s . 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.

### **7.5.4 Project Authority**

The Project Authority for the Contract will be Mr. Tim Matthews

The Project 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 Project Authority; however, the Project 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.

### **7.5.5 Contractor's Representative**

Name:

Title:

Telephone:

Fax:

Email:

## **7.6 Payment**

### **7.6.1 Basis of Payment - Firm Price or Firm Lot 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 Annex "B of \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### **7.6.2 Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

### **7.6.3 SACC Manual Clauses**

C6000C (2011-05-16) Limitation of Price  
C0711C (2008-05-12) Time Verification

### **7.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **7.8 Certifications**

SACC Manual Clause A3015C (2008-12-12) Certifications

### **7.9 Applicable Laws**

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

### **7.10 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 general conditions 2030 (2014-03-01) General Conditions - Goods (Higher Complexity);
- (c) the supplemental general conditions 1029 (2010-08-16) Ship Repairs;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Consent to a Criminal Record Verification (PWGSC-TPSGC 229);
- (h) Annex E, Warranty;
- (i) Annex F, Not Used;
- (j) Annex G, Not Used;
- (k) Annex H, Not Used;
- (l) Annex I, Financial Bid Preparation Sheets;
- (m) Annex J, Required Certifications;
- (n) Annex K, Information Required for Code of Conduct Certification; and
- (o) the Contractor's bid

### **7.11 Insurance Requirements**

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

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

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

**7.12 NOT USED**

**7.13 NOT USED**

**7.14 NOT USED**

#### **7.15 Sub-Contractors 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.

#### **7.16 Work Schedule and Reports**

No later than three (3) Working Days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. 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.

The schedules must be revised on a predefined basis. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause.

#### **7.17 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.

#### **7.18 Loan of Equipment – Marine**

The Contractor may apply for the loan of the Government special tools and test equipment particular to the subject vessel as identified in the Specifications. The provision of other equipment required for the execution of work in the Specifications is the sole responsibility of the Contractor.

Equipment loaned under this provision must be used only for work under this Contract and may be subject to demurrage charges if not returned on the date required by Canada. In addition, equipment loaned under the above provision must be returned in a like condition, subject to normal wear and tear.

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within *three (3) days* of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

#### **7.19 Trade Qualifications**

The Contractor must use qualified, certified (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection 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.

#### **7.20 NOT USED**

#### **7.21 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 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

##### **Design and development**

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

##### **Assistance for Government Quality Assurance (GQA):**

The Contractor must provide the Inspection Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product.

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority, together with relevant technical data as the Inspection Authority may request.

The Contractor must notify the Inspection Authority of non-conforming product received from a subcontractor when the product has been subject to GQA.

#### **7.22 NOT USED**

#### **7.23 Welding Certification**

1. The Contractor must ensure that welding is performed by a welder certified by the **Canadian Welding Bureau (CWB)** in accordance with the requirements of the following **Canadian Standards Association (CSA)** standards:

- (a) CSA W47.1-03, Certification for Companies for Fusion Welding of Steel Structures Minimum division level 2.0;

2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Prior to the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

#### **7.24 Environmental Protection**

The Contractor and its subcontractors engaged in the Work on a Canadian Government 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. All waste disposal certificates are to be provided to the Inspection 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.

#### **7.25 Supervision of Fueling and Disembarking Fuel**

The Contractor must ensure that fueling and disembarking of fuel from Canadian government vessels are conducted under the supervision of a responsible supervisor trained and experienced in these operations.

#### **7.26 Procedures for Design Change or Additional Work**

The following procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:
  - (a) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
    - i) any impact of the design change or additional work on the requirement of the Contract;
    - (ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the Form PWGSC1686, Quotation for Design Change or Additional Work, or the Form PWGSC 1379, Work Arising or New Work, or any other form required by Canada;
    - (iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
  - (b) The Contracting Authority will then forward this information to the Contractor.

(c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:

(a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.

(b) The Contracting Authority will forward the request to the Technical Authority for review.

(c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.

(d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

**7.27 NOT USED**

**7.28 NOT USED**

**7.29 NOT USED**

#### **7.30 Vessel UnManned Refits**

A0032C (2011-05-06) Vessel Unmanned Refits

#### **7.31 Pre-Refit Meeting**

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Repair facility the first working day of the work period.

#### **7.32 Progress Meetings**

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

#### **7.33 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 upon 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 (1) copy to the Technical Authority;
- (c) one (1) copy to the Contractor.

#### **7.34 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.

#### **7.35 Hazardous Waste - Vessels**

SACC Manual Clause A0290C (2008-05-12) Hazardous Waste - Vessels

#### **7.36 Not Used**

#### **7.37 Scrap and Waste Material**

SACC Manual Clause A9055C (2010-08-16) Scrap and Waste Material

#### **7.38 Stability**

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

#### **7.39 Vessel Access by Canada**

SACC Manual Clause A9066C (2008-05-12) Vessel - Access by Canada

#### **7.40 Title to Property - Vessel**

SACC Manual Clause A9047C (2008-05-12) Title to Property - Vessel

#### **7.41 Workers Compensation**

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

**ANNEX A  
STATEMENT OF WORK**

The entire Statement of Work is incorporated into and forms part of this document. It is attached hereto as a separate electronic document entitled:

**CCGS VIOLA M. DAVIDSON  
SPECIFICATION NO. 14-V012-002-1 (April 7, 2014)**

**ANNEX B  
BASIS OF PAYMENT**

**THE FOLLOWING WILL BE COMPLETED BY PWGSC PRIOR TO CONTRACT AWARD AND WILL FORM THE BASIS OF PAYMENT FOR THE RESULTING CONTRACT AS PER PART 7, CLAUSE 6.1.**

**B1 Contract Price**

**Firm Price for Known Work**

For completion of work specified as per Annex A and detailed in Appendix 1 to Annex A

\$ \_\_\_\_\_

**HST**

\$ \_\_\_\_\_

**Total Contact Price**

\$ \_\_\_\_\_

**Firm Hourly Charge-out Labour Rate**      \$ \_\_\_\_\_

**Daily Services Fees**

As per article 14

i) working days on drydock      = \$

li) non-working days on drydock = \$

ii) working days at berth      = \$

iv) non-working days at berth      = \$

**B2 Unscheduled Work**

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

Number of hours (to be negotiated) multiplied by your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments.

**B2.1** Notwithstanding definitions or usage elsewhere in this document, or in the Bidders 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 I2.2 will not be negotiated, but will be compensated for in accordance with I2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

**B2.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate*.

**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. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

**B3 Overtime**

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

**B4 Daily Services Fees**

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

The fees will include administrative support, production services, quality assurance, material support, and all other resources, direct costs, overhead and consumables needed to maintain the Vessel at the Contractor's facility. Daily fees for additional days on dock shall be inclusive of layday charges. These fees are firm and not subject to any additional charges for mark-up or profit.

Ship services as indicated within services (specification item HD-02) will be paid based on unit cost as bid. The daily service fee bid in Annex I will apply to all additional days.

## **ANNEX C INSURANCE REQUIREMENTS**

### **C1 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 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 endeavor 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.

### **C2 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 \$2,000,000 per accident or occurrence and 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 endeavor 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.

(Derived from - Provenant de: G2001C, 2008-05-12)

### **C3. Limitation of Liability**

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 \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:

(a) any infringement of intellectual property rights; or

(b) any breach of warranty obligations.

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.

**ANNEX D**  
**Consent to a Criminal Record Verification (PWGSC-TPSGC 229)**

**Available as an attachment via GETS**

## **ANNEX E WARRANTY**

### **D1 2030 (2013-06-27) General Conditions - Goods (Higher Complexity), are hereby amended as follows:**

Delete Section 2030 (22) (2013-06-27) Warranty, and Insert the following:

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following are free from all defects and conform with the requirements of the contract:
  - a. The painting of the underwater portion of the hull for a period of three hundred sixty five (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 three hundred sixty five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.  
  
All other painting Work for a period of three hundred sixty five (365) days commencing from the date of acceptance of the Work;
  - b. All parts and materials supplied for the Work for a period of three hundred and sixty five (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 must extend 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 and/or labour supplied or held by the Contractor which exceed the periods indicated above.

### **D2 Warranty Procedures**

#### **1. Scope**

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

#### **2. Definition**

- a. There are a number of definitions of warranty most of which are intended to describe its force and effect in law. One such definition is offered as follows:  
A warranty is an agreement whereby the vendors or manufacturers responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer.

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

- a. General Conditions 2030 General Conditions - Goods (Higher Complexity) are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part:
  - i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
  - ii. 365 days from the date of acceptance for the specified areas of painting;

- iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;
- iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.
- c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:
  - i. items becoming unserviceable that were not included in the refit specification;
  - ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
  - iii. work performed that is directly related to the Technical Authority.

#### **4. Reporting Failures With Warranty Potential**

- a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, 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 warrantors assertions.

#### **5. Procedures**

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
  - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated with 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 to Annex E and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.  
Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.
  - iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.
- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and 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 contractors 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.

#### **6. Liability**

- a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
  - i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
  - ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
  - iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.

- b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.
- c. The total cost of processing warranty claims must include accommodation and travel costs of the contractors 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.

**7. Alongside Period For Warranty Repairs and Checks**

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- 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 three hundred sixty five (365) days and multiplied by the number of days remaining in the 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 inform the Contracting Authority of any adverse results.

Travaux publics et Services gouvernementaux  
Canada

**ANNEX F**  
**NOT USED**

**ANNEX G**  
Not used

**ANNEX H**  
**Not Used**

## ANNEX I

### FINANCIAL BID PRESENTATION SHEET

#### I.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

<b>a)</b>	<b>Known Work</b> For work as stated in Annex A and detailed in the attached Pricing Data Sheet Annex I, Appendix 1 a FIRM PRICE of:	\$ _____
<b>b)</b>	<b>Unscheduled Work</b>  Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit:  300 person hours X \$ _____ per hour for a PRICE of: Hours in excess of 300 will also be charged at this rate.  Bidders are to include any premiums / surcharges or fees that are applicable to the hourly rate.	\$ _____
<b>c)</b>	<b>Daily Services Fees</b> As per article I4  i) five (5) working days on drydock      X \$ _____ = \$  ii) two (2) non-working days on drydock X \$ _____ = \$  iii) three (3) working days at berth      X \$ _____ = \$  iv) two (2) non-working days at berth   X \$ _____ = \$	\$ _____
<b>d)</b>	<b>Vessel Transfer Cost</b> As per article I5:	\$ _____
<b>e)</b>	<b>EVALUATION PRICE</b> HST or GST Excluded, [a + b + c + d]: <div style="text-align: right;">For an EVALUATION TOTAL of :</div>	\$ _____

#### I.2 Unscheduled Work

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

"Number of hours (to be negotiated) X your firm hourly Charge-out Labour Rate which includes Overhead and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly Charge-out Labour Rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

- I.2.1** Notwithstanding definitions or usage elsewhere in this document, or in the Bidders 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 I.2.2 will not be negotiated, but will be compensated for in accordance with I.2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

- I.2.2** Allowance for Related Labour Costs such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in Table I.1 above.

- I.2.3** 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. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

### **I.3 Overtime Fees**

Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the contract price plus agreed overtime hours paid at the following premium rates; or,
- b. For Unscheduled Work, agreed 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

### **I.4 Daily Services Fees**

Daily services fees are to be provided by the Bidder and entered in the table at I.1. In the event of a delay in the performance of the Work, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada. These fees will be the sole liability of Canada to the Contractor for the delay.

The fees will include administrative support, production services, quality assurance, material support, and all other resources, direct costs, overhead and consumables needed to maintain the Vessel at the Contractor's facility. Daily fees for additional days on dock shall be inclusive of layday charges. These fees are firm and not subject to any additional charges for mark-up or profit.

Ship services as indicated within services (specification item HD-02) will be paid based on unit cost as bid. The daily service fee bid in Annex I will apply to all additional days.

The number of days included in I1 are estimates for evaluation purposes only, but the rates will apply to all additional days

## I.5 Vessel Transfer Costs

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

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

Proposed shipyard/ship repair facility: \_\_\_\_\_

Applicable vessel transfer cost: \_\_\_\_\_.

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

The Contracting Authority will confirm to the Bidder, in writing, at least 5 calendar days before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

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

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

Vessel: \_\_\_\_\_

Home port: \_\_\_\_\_

Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation must be: (i) included as part of the Bidder's financial bid in the case where the Bidder is responsible for the transfer; or (ii) identified as the applicable vessel transfer cost, as given in the list below, in the case when Canada is responsible for the transfer.

Vessel transfer Costs:

Company	City	Transfer Cost
AF Theriault	Methegan, NS	3812
Shelburne Ship Repair	Shelburne, NS	4705
LIFE	Lunenburg, NS	5434
CME Marine	Sambro, NS	5642

Samson Boats	Arichat, NS	7223
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**Appendix 1 to Annex H**  
**Detailed Pricing Data Sheet**

Pricing Data sheet will be provided in a separate electronic document with the bidders conference minutes.

## ANNEX j REQUIRED CERTIFICATIONS

**Federal Contractors Program for Employment Equity - Bid Certification** By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex j Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex j Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX K**  
**INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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Fisheries and Oceans  
Canada

Canadian Coast Guard

Pêches et Océans  
Canada

Garde côtière canadienne

## CANADIAN COAST GUARD



### REFIT SPECIFICATION

### CCGS Viola M Davidson



April 7, 2014

St Andrews, New Brunswick

CCGS Viola M Davidson  
April, 2014 Refit  
14-V012-002-1

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CCGS Viola M Davidson  
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### **GENERAL NOTES**

1. The CCGS Viola M Davidson is a 18.5 m (61') Canadian Coast Guard Fisheries Research Vessel primarily operating in New Brunswick waters on a year round basis.
2. Vessel particulars:

Vessel Location	St Andrews, New Brunswick
Year Built	2010
Yard	ABCO Industries, Lunenburg, Nova Scotia
Hull	Alumimium
Engines	Volvo Penta Diesel D12 499 HP (x2)
Propeller	34" x 4 Blade Hi Trail – 32.4 Pitch (Nickel Aluminum Bronze)

Length Overall	18.5 Meter (61 Feet)
Beam	5.4 Meter (17.7 Feet)
Draft	1.4 Meter (4.6 Feet)
Height Bottom Keel – Top W/House	5.6 Meter (18.4 Feet)
Height Bottom Keel – Top Light Mast	8.7 Meter (28.5 Feet)
Displacement	35.5 M Ton (34.9 L Ton)
Fuel Capacity	2710 Litres (716 Gallons)
Electrical System	24 VDC, 12 VDC Sub System 120 VAC Shore Connection 120VAC/240 VAC

3. Provided information and attachments in this specification including engineering drawings and pictures are guidance information only. All drawings, pictures, dimensions, descriptions, locations, measurements, engineering values, materials, etc. listed or implied shall be verified by the Contractor prior to any work or fabrication commencing. All discrepancies are to be recorded and reported to the Coast Guard Technical Authority (CGTA) and Public Works Government Services Canada (PWGSC) Marine Supply Specialist as soon as possible. Any changes to the specified work, due to the above, shall be resolved between the Contractor and the CGTA prior to work starting.

Work shall be performed in compliance with Transport Canada Marine Safety Branch (TCMS) Regulations and subject to inspection by their surveyors. Contractor shall notify the CGTA and local TCMS office to arrange inspections by their surveyor. Contractor shall ensure that a CGTA is aware of inspection and is on site during inspection unless written

consent is received from CGTA to proceed without. Contractor is responsible for keeping a record of all inspection items addressed, dates inspected, including sign off from the TCMS

**GENERAL NOTES (cont.)**

inspector. Contractor shall notify the CGTA and the PWGSC Marine Supply Specialist of any discrepancies during the inspection. All inspections by TCMS are billed directly to CCG.

4. Where the approval of Environment Canada (EC) or any other authority is required by law or by work contained in this specification, the Contractor is responsible for obtaining and keeping a record of these approvals. Three copies of all approvals and records shall be given to the PWGSC Marine Supply Specialist.
5. All specification work shall be completed and witnessed by the CGTA, unless otherwise advised, the CGTA will be the vessel maintenance manager or person appointed by vessel maintenance manager. Upon completion of each item in the specification, the CGTA shall be notified so that he/she may witness any and all work prior to final close up and after complete close up. Failure to give notification does not absolve the Contractor of the responsibility for providing the CGTA the opportunity to witness any item. Witnessing of any specification item by the CGTA does not substitute for any required inspection by TCMS, PWGSC Marine Supply Specialist or other regulatory agency.
6. Contractor shall provide a work schedule for all specification items. The CGTA will not pay for extra effort and/or provision of services required due to the Contractor's failure to maintain his/her schedule.
7. Any item of work involving the use of heat in its execution requires that the Contractor advise the CGTA, only if he/she is aboard during the refit period, prior to starting and upon completion. The Contractor shall provide sufficient suitable fire extinguishers and a fire watch and/or safety person during any such heating and until the work has cooled. Ship's extinguishers are not to be used except in an emergency. The CGTA shall be notified immediately if an incident of this nature occurs. Contractor shall recharge, at their expense, any ship's extinguishers used in an emergency situation.
8. The Contractor and their in-house welding personnel shall be currently certified, under the most recent designation, by the Canadian Welding Bureau (CWB) in accordance with CSA Welding Standards W47.1 and W47.2. Contractor's personnel performing welding shall be approved by CWB for the position (i.e. down weld, overhead weld, etc.) necessary to complete work identified in this specification. Contractor's facility and personnel shall be certified to weld the following aluminum and steel grades;

Plates 5mm and over 5086-H32 or 5083

Plates under 5mm 5052-H32

Pipes and Extrusions 6061-T6 or 6351-T6

Stainless Steel (SS) 316

9. Contractor shall electrically isolate the vessel's inverter before any welding is to take place aboard, and re-connect after all welding is completed

**GENERAL NOTES (cont.)**

10. Any welding near bearings or electronic equipment shall have its work locally grounded. No welding to be undertaken in main engine room without direct written permission of the CGTA.
11. All electrical installations or renewals are to be in accordance with the latest editions of the following marine electrical standards:
- TP 127E - Ship Safety Electrical Standards
  - IEEE Standard 45 - Recommended Practice for Electrical Installation on Shipboard.
12. Any requirement to move or disturb interference items (to gain access), as well as returning said items to original condition, in good order, shall be the Contractor's responsibility and cost of same to be included in bid. All disturbed joints shall be reconnected as per original using new Contractor Furnished Material (CFM); (i.e. jointing, gaskets, SS nuts, SS bolts, non-metallic anti-seize compounds, SS clamps, SS brackets). All floor bearers and flooring as applicable shall be replaced and re-secured as per original.
13. Unless specified otherwise, any replacement and/or disturbed metal work (normally painted, as identified by the CGTA) to be given one coat each of Intershield 300 and Interguard 263 immediately upon completion of work.
14. Temporary lighting and temporary ventilation required by the Contractor to carry out any item in this specification shall be CFM, installed, and maintained by the Contractor and removed upon completion of the related work.
15. Subsection 16.1 will only be followed when CCG employees are required to work onboard vessel while in Contractors custody or when vessel remains at Contractors facility while in CCG custody.
16. There is a safety code, entitled "INTERNATIONAL SAFETY MANAGEMENT CODE" which must be followed, and is available upon request. In addition to the detailed requirements within the specification, this code contains excerpts from the document DFO 5737, "FLEET SAFETY MANUAL" that are applicable to contracted refit and dry-docking situations and shall be treated as a minimum requirement with flexibility for using other policies of similar

**GENERAL NOTES (cont.)**

- stature or greater. It is noted in the addendum that all contracted work shall be conducted in compliance with the requirements of the Canada Labour Code,
- Part 2. Potential Contractors are to include the name of their Safety Manager or Supervisor who will ensure that these requirements for workplace safety are met. Failure to include this information will render bids non-compliant.
17. All tests results, calibrations, measurements, trials and readings shall be properly tabulated, compiled and three typewritten **bound** copies shall be provided; two copies to the CGTA with workers original hand written notes and one copy to the PWGSC Marine Supply Specialist. All tests and trials shall be performed to the satisfaction TCMS marine surveyor and witnessed by the CGTA. An electronic copy of all the above documents shall be presented to the CGTA on an external storage device upon completion of refit.
  18. While the vessel is in refit at the Contractor's premises, members of the ship's crew, Regional Coast Guard technical staff, specialized service engineers, and will carry out repairs to; maintenance of; or modifications of various ship's equipment not covered by this specification. Every effort will be made to ensure that this self-maintenance and Coast Guard controlled work will not interfere or conflict with the work being carried out by the Contractor's personnel. Access to the vessel shall not be denied to these persons by the Contractor. Any conflict with work priorities shall be arranged between the CGTA and the Contractor.
  19. Public Service Smoking Policy forbids smoking in Government ships in all areas inside the ship where shipyard personnel will be working. Contractor shall inform shipyard personnel of this policy and ensure that it is complied with in all cases.
  20. All materials, unless otherwise specified, shall be CFM. Contractor to supply all necessary tools to perform specified work.
  21. Vessel drawings may be located aboard the vessel, if not the Contractor can contact the CGTA for a copy. All drawings are available to the Contractor and shall be returned in original condition upon completion of work.
  22. Contractor to take note that items in this specification are not detailed (such as piping, windows, electrical, etc.) and require viewing in order to bid. Although not mandatory, *it is strongly recommended that the Contractor arrange a site visit to examine the CCGS Viola M Davidson*. Its home port is the St. Andrews Biological station, in St Andrews, NB, Prior to submitting a bid the Contractor can contact the Vessel Maintenance Manager (two days' notice) to arrange the vessel viewing. Bidders who do not view the

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vessel in order to determine the scope of work will be evaluated as if they had attended the site visit and are fully aware of the vessels existing condition prior to the refit.

**GENERAL NOTES (cont.)**

23. The Contractor is to take note that along with Survey items included within the following document, TCMS will be conducting any other inspections that are required during the site visit
24. Contractor shall include in the bid and ensure Non-destructive testing (NDT) is performed on any welds to Pressure vessels, Hull or void spaces during the course of the refit. A report shall be provided to CGTA stating the finding of the NDTs performed prior to completion of refit
25. Contractor shall contact Canadian Coast Guard Technical Services Vessel Maintenance Manager Tim Matthews, prior to any site visit, by calling (902) 446-4384 or emailing tim.matthews@dfo-mpo.gc.ca. The CGTA will arrange and confirm vessel location and time of viewing

## **HD-01 SERVICES**

Contractor shall be responsible for all additional connections required i.e.: shore power connections, additional mooring lines etc. when ship is moved between dry-dock and alongside berth at their premises. Services are required for the full refit/dry-dock period with each item to being priced separately.

### **1. Electrical Power**

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

### **2. Gangways**

- 2.1 Contractor shall supply and install one (1) gangway, while the ship is removed from water.
- 2.2 Gangways shall be safe, well lit and structurally suitable for the passage of shipyard personnel and CCG personnel. Contractor shall maintain gangways in a safe condition throughout the duration of the refit while the ship is out of the water.
- 2.3 Initial installation and later removal of gangways shall be included in quote, as well as maintenance and upkeep while vessel is in Contractor's yard. Any movement of gangway(s) required by Contractor shall be at his cost.

### **3. Garbage Removal / Cleaning**

- 3.1 **Cleanup:** Contractor shall ensure that all spaces, compartments, and areas where work has been carried out, or Shipyard staff and Sub-Contractors has used for transit routes, are left in “as clean a condition as found” when the vessel commenced refit. This includes both internal and external areas of work, as well as any affected adjacent spaces outside the principle areas of work. All rags, debris, and associated garbage generated by the shipyard staff and Sub-Contractors while on board shall be removed to the garbage container(s) each day. Costs associated with the removal of dirt, debris, and garbage shall be included in the Contractor’s quote.

## HD-01 SERVICES (cont.)

3.2 **Bilge cleaning:** Contractor is responsible for any bilge cleaning required upon arrival of vessel, prior to hot-work commencing and shall ensure that all bilge are clean and free of all liquid and debris prior to end of refit. Costs associated with the removal of liquids, dirt, debris, and garbage shall be included in Contractor's quote.

### 4. Berthing

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

### 5. Shelter / Enclosure

- 5.1 Contractor shall provide a protective shelter for the duration of the refit, (enclosed heated building) around the vessel prior to any work commencing. If shelter is a temporary structure, it shall be erected and ready to accept the vessel on the start date of the refit. The shelter shall be heated and maintain a temperature of 15 degrees Celsius (at ground level) and enclose all external work areas around the entire vessel including the superstructure and mast. Contractor may lower any masts/antenna required for the vessel to access the shelter.
- 5.2 Shelter shall provide full protection to allow for welding and painting on the vessel during inclement weather.
- 5.3 The shelter shall provide protection to prevent unwanted debris, particles and/or materials (i.e. grinding debris, paint chips, etc) from leaving the immediate work area and provide Contractor with the ability to recover the above and dispose of them in an approved manner.

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

### **6. Sea Trial**

- 6.1 Bidders shall include a “4-hour” sea trial in their bid price. Contractor shall provide 48 Hour notice of the time for sea trials to CGTA. Vessel operation will be by Canadian Coast Guard (CCG) under Contractor's direction and the aim of the sea trial will be to prove the safe and correct function of systems and equipment that have been worked on, added or disturbed as part of the refit.

### **7. Storage and Services**

- 7.1 Contractor shall cradle / jack stand the vessel at their premises for a refit storage period of April 7, 2014 until close of business on May 5, 2014.
- 7.2 Contractor is responsible for additional connections required when ship is moved between dry-dock and alongside berth at the successful bidder's premises. Services are required for the full refit period. Each item to be priced separately.
- 7.3 Contractor shall quote a global price and daily rates for all services supplied to the vessel during the refit – storage period.
- 7.4 Contractor shall disconnect and re-connect fire systems for the duration of Refit and storage period.

## **HD-02 DOCKING / UNDOCKING**

1. Contractor shall dock and undock vessel and allow sufficient days to perform both the work described in this specification as well as a margin of time to cover work arising.
2. Contractor shall prepare blocks and necessary shoring to maintain true alignment of the vessel's hull and machinery throughout the dry-docking period.
3. All manpower, materials, tugs, pilots, cranes, spreader bars, etc., required to carry out the work shall be CFM and shall be to the approval of CGTA.
4. The vessel shall be docked so that all docking plugs, transducers, anodes and sea inlet grids are clear and accessible. Contractor shall ensure adequate clearance below the keel for performing work specified and shall advise, in bid, the minimum clearance expected. If any hull fittings are covered, Contractor is responsible for all labor and materials required for making alternative arrangements for draining tanks, removal of docking plugs, blasting/painting of hull and/or moving blocks to gain access to areas of specified work.
5. Contractor shall use Docking Plan provided for docking/blocking of vessel for guidance. If contractor decides to use an alternative method of blocking the vessel, acceptance shall be obtained from CGTA prior to removal from water.
6. Contractor shall be responsible for the safe transfer of the vessel from its pre-docking berth or location onto its docking blocks. Likewise, Contractor is responsible for safe transfer of the vessel from blocks to berth upon re-floating of the vessel. Vessel's crew will not be available to assist with these operations nor will ships machinery.
7. All exterior vessel surfaces including superstructure, deck area, hull above waterline, hull below waterline, rudders, sea suction inlets, overboard outlets and sea bays, etc. shall be cleaned of all loose scale, salts, and marine growth. This work shall be carried out no less than 4 hours after dry docking using a high pressure, fresh water wash. Pressure washing equipment shall be adjusted to not less than 3000 psi and not greater than 5000 psi operating pressure. All debris recovered and disposed of in an approved manner (i.e. Provincial / Federal Regulations/Acts). Copies of invoices detailing disposal shall be provided to CGTA.

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

8. Following cleaning, a preliminary visual inspection shall be undertaken in the presence of CGTA. Prior to commencing hydro blasting, all hull mounted equipment and openings, excluding seabays, shall be fully protected.
9. Contractor shall give CGTA a minimum of four (4) hours advance notice before adding/removing liquids from any vessel's tanks. Similarly, CGTA will advise Contractor of any intended onboard fluid transfers. Contractor shall measure and record volume in fuel, fresh water and hydraulic tank(s) prior to vessel being removed from water. Contractor shall ensure complete set of measurements are included and distributed as per General Notes, section 17.
10. Upon completion of all specified work, requiring the vessel to be dry-docked, and with a minimum of 24 hours' notice to CGTA, vessel shall be re-floated.
11. Any contamination of the vessel's hull by materials (e.g.: oil) present in the dock shall be cleaned, after the vessel is re-floated and clear of the dock, at Contractor's expense and to the satisfaction of CGTA.

## **HD-03 ANODES**

### **1: SCOPE:**

The Intent of this specification is to have all anodes removed from the vessel and replace with new Contractor Furnished Materials (CFM) Anodes.

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

The tables provided in section 2.2 gives the contactor information and location of Anodes that will be required to be replaced. If any anodes are not included on the below list, contractor shall be responsible to order before end of the first day of refit and price will be adjusted by 1379.

Contractor is to insure anode tabs have a clean and secure contact with vessel hull

#### 2.2 Location

Number of Anodes	Location
4	Hull Transom Anodes - Model# XZD Divers Dream
2	Hull Skeg anodes – Model# XZD made by Canada Metals Ltd.
2	3" shaft collar anodes – Model# CMX13
4	5" Dia. round rudder anodes
2	Spur cutter anodes – Part# 41-185
1	Anode for Vetus BOW310 thruster – Part# 91-267

#### 2.3 Interferences

N/A

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

#### 3.4 Owner Furnished Equipment

N/A

#### **4: PROOF OF PERFORMANCE:**

##### 4.1 Inspection

Inspection Points by CGTA:

1. Prior to replacement of anodes
2. Once all anodes have been replaced before vessel is returned to water

##### 4.2 Testing

N/A

##### 4.3 Certification

N/A

#### **5: DELIVERABLES:**

##### 5.1 Reports, Drawings, and Manuals

N/A

##### 5.2 Spares

N/A

##### 5.3 Training

N/A

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## **HD-04 PAINT**

1. Contractor shall plug all deck openings and discharges as well as taking other measures necessary to prevent any liquids from contaminating areas being prepared or coated. Contractor shall also take measures to ensure no damage, unnecessary cleaning or any repair results from either the hull preparation process or coating applications. Measures are also to be taken to ensure that surfaces and equipment other than those specified are not coated by over spray and that any inlets or discharges in the shell will not be blocked by the coating.
2. Contractor shall ensure all bare areas, after proper preparation as witnessed by the Vessel Representative, are coated using a coating manufacture approved method. Contractor shall paint all draft marks white.
3. Contractor shall ensure all deck machinery and other equipment susceptible to damage by coating material is protected. All portholes, hull doors, freeing ports, hull openings, anodes, transducers, propeller and shaft and rudder stocks are to be covered by suitable materials to prevent damage or entry of foreign materials when sandblasting, grinding or painting is in progress.
4. Contractor shall use included Exterior Painting Drawing to assist with paint applications in specific areas.
5. Contractor shall inform the Vessel Representative before decals are removed so that he/she may perform a visual inspection of the existing decals and determine which ones require replacement. Contractor shall remove existing decals and supply and install new decals as per their original location indicated by attached drawing.
6. Contractor shall ensure that as part of the Contractor's QA/QC process the following information shall be recorded:
  - Provide a list of batch numbers with correspondent dates of manufacture.
  - Record the quantity and type of any solvent added.
  - Measure and record the ambient conditions.
  - Record details of spray tips and pressures.
  - WFT gauge readings to be taken on a regular basis during application.
  - Using a calibrated DFT gauge, fifteen (15) measurements per 100 square ft. are to be taken and recorded. Upon agreement of consistency with the

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### HD-03 PAINT (CON'T)

- Vessel Representative, fifteen (15) measurements per 90 m<sup>2</sup> are to be taken and recorded.
- All recorded information shall be typewritten and three (3) copies are to be given to the Vessel Representative.

### SUPERSTRUCTURE

1. Contractor shall quote on preparing, priming, tie coating and painting 2m<sup>2</sup> of failed superstructure coating. Contractor shall provide a unit cost/m<sup>2</sup> for painting. Contractor shall clean and prepare the superstructure for re-coating. These areas will here in after be referred to as "bare areas". The price will be adjusted by 1379 depending on the actual amount of coating required. Spent and /or flaked coating to be removed with no undue or excessive damage to the underlying coating.
2. Superstructure coatings are as follows for white and black:

Bare Area Primer:	Intershield 300	6.0 mils DFT
Tie Coat:	Intergard 263 Tint	4.0 mils DFT
One Top Coat:	Interlac 665 Coast Guard White/ Interlac 665 Black	1.6 mils DFT

Contractor shall prepare the Superstructure and apply the coating system in accordance with the manufacturer's manuals and recommendations.

### HULL – WATERLINE TO DECK

3. Contractor shall quote on preparing, priming, tie coating and painting 2m<sup>2</sup> of failed Hull – Waterline to Deck coating. Contractor shall provide a unit cost/m<sup>2</sup> for painting. Contractor shall clean and prepare the Hull – Waterline to Deck for re-coating. These areas will here in after be referred to as "bare areas". The price will be adjusted by PWGSC 1379 Action depending on the actual amount of coating required. Spent and /or flaked coating to be removed with no undue or excessive damage to the underlying coating.
4. Hull – Waterline to Deck coatings are as follows for red and black:

Bare Area Primer:	Intershield 300	6.0 mils DFT
Tie Coat:	Intergard 263 Tint	4.0 mils DFT
2 Coats:	Interlac 665 Coast Guard Red/ Black/White	1.6 mils DFT (per coat)

### HD-03 PAINT (CON'T)

Contractor shall prepare the Hull – Waterline to Deck and apply the coating system in accordance with the manufacturer's manuals and recommendations.

5. Stripe to be prepared using same process as described above and painted (White) / (Black). Name plates to be painted with (White).

### HULL – WATERLINE AND BELOW

6. Contractor shall quote on preparing, priming, tie coating and painting 10m<sup>2</sup> of failed Hull – Waterline and Below coating. Contractor shall provide a unit cost/m<sup>2</sup> for painting. Contractor shall clean and prepare the Hull – Waterline and Below for re-coating. These areas will here in after be referred to as “bare areas”. The price will be adjusted by 1379 depending on the actual amount of coating required. Spent and /or flaked coating to be removed with no undue or excessive damage to the underlying coating.
7. Hull – Waterline and Below coatings are as follows for red and black:

Bare Area Primer:	Intershield 300	6 mils DFT
Tie Coat:	Intergard 263 Tint	4 mils DFT
2 Coats:	Trilux II Black	2 mils DFT (per coat)

Contractor shall prepare the Hull – Waterline and below and apply the coating system in accordance with the manufacturer's manuals and recommendations.

8. Contractor shall apply the two (2) final coats to any of the bare areas of Hull – Waterline and Below surface area.
9. All underwater hull surfaces including rudder, sea suction inlets and sea bays shall be cleaned of loose scale, salts, and marine growth. Inside of sea bays (sea wells) and underwater grids are to be treated as underwater hull.

**The Contractor shall strictly adhere to the manufactures specification sheets in relation to storage, preparation, application, etc. of the paint system described in this specification. Any requirement for variance from manufacturer's instructions shall be approved by the Vessel Representative prior to proceeding. Thinning of the coatings specified is not normally required and/or not recommended. Any requirement to thin these coatings shall be done so, only in the presence and/or in consultation with the product manufacturer's representative. Arranging for, and any and all costs associated with having coating manufacturer's representative on sight shall be the responsibility of the Contractor.**

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## **HD-04 - Valve Inspection (Survey Item)**

### **1: SCOPE:**

The Intent of this specification is to Remove, lay out for TCMS inspection and replace, in good condition all valves as listed on the attached Division 3 report.

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

The tables provided in section 2.2 provides contractor with information and location of valves that will be required to be inspected

#### 2.2 Location

<b>Division 3 3LL090 Storm Valve number and description</b>	<b>Quantity</b>	<b>Location</b>	<b>Valve size</b>
01 – Steering System sea water discharge	1	Frame 0 Stbd	19.1mm (3/4")
02 – Steering compartment hatch drain	1	Frame 2-3 port	31.75mm (1 1/4")
03 – Port and stbd Engine compartment hatch drain	2	Frame 8-9 port & stbd	38.1mm (1 1/2")
04 – Grey water discharge	1	Frame 13-14 stbd	38.1mm (1 1/2")
05 – Bilge system overboard discharge	1	Frame 14-15 Port	50.8mm (2")
06 – Bilge system overboard discharge	1	Frame 15-16 Port	50.8mm (2")
07 – HVAC cooling water discharge	1	Frame 18-19 Stbd	19.1mm (3/4")
08 – Cutty Bilge Pump Overboard discharge	1	Frame 19-20 Port	38.1mm (1 1/2")
09 – Anchor/Chain locker Bilge Pump overboard Discharge	1	Frame 25-27 Port	19.1mm (3/4")

Table 2.2-1

<b>Division 3 3LL090 Sea Connections and description</b>	<b>Quantity</b>	<b>Location</b>	<b>Valve size</b>
01 – Steering System sea water suction	1	Frame 1-2 Stbd	19.1mm (3/4")
02 – Engine driven Fire pump Suction	2	Frame 10-11 port & stbd	38.1mm (1 1/2")
03 – Black Water Discharge	1	Frame 13-14 port	19.1mm (3/4")
04 – sea water sampling pump suction	1	Frame 13-14 stbd	38.1mm (1 1/2")
05 – HVAC sea water suction	1	Frame 17-18 Port	31.75mm (1 1/4")

Table 2.2-2

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

#### 3.4 Contractor Furnished Equipment

N/A

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

Any valve or sea connection that does not meet TCMS standards will either be repaired or replaced. Approval from CGTA is required prior to any extra work is completed on this spec item.

#### 4.2 Testing

As per the request of TCMSS

#### 4.3 Certification

TCMS approval required

### **5: DELIVERABLES:**

#### 5.1 Reports, Drawings, and Manuals

N/A

#### 5.2 Spares

N/A

#### 5.3 Training

N/A

## **HD-05 CHAFE BAR REMOVAL AND REPLACEMENT**

### **1: SCOPE:**

The Intent of this specification is to remove current bolted type wear bars and replace with new, Government Supplied Material (GSM) molded rubber type Chafe bars

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor is to remove bolted on chafe bars along the top rails of the vessel as well as the outboard chafe bars (Approximately 650 bolts and 290feet of Bar)
- ii. Contractor is to repair bolt holes by drilling and tapping existing holes to fit next available size bolts or by using another approved method
- iii. Contractor is to use existing hole pattern
- iv. Contractor is to drill new holes in GSM molded type rubber to fit current bolting pattern
- v. Contractor is to supply all new stainless steel hardware to reattach
- vi. Contractor is to fabricate and supply approximately 290ft of aluminum bar 1 1/2" x 1/4" in size to be used to secure rubber as per drawing in Appendix A1

#### 2.2 Location

After exterior Hull and rails

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

See picture in Appendix A1

#### 3.2 Standards and Regulations

Contractor is to ensure that all welding standards as laid out in the General notes of this specification are adhered to

#### 3.4 Owner Furnished Equipment

Molded Rubber Wear bars

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

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Visual Inspection, hose test if this is thru the hull to ensure water-tight integrity

4.2 Testing  
N/A

4.3 Certification  
NA

## **5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals  
NA  
5.2 Spares  
N/A

5.3 Training  
N/A

## **HD-06 STEERING GEAR INSPECTION (SURVEY ITEM)**

### **1: SCOPE:**

The Intent of this specification is to have the vessels rudders and shafts removed and laid out for inspection by TCMS Surveyor.

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor shall erect all necessary staging and rigging / rigging points necessary to work on both rudders. Upon completion of work identified below, contractor shall remove all staging and rigging.
- ii. Contractor shall visually inspect the port and starboard rudders for damage (dents, chips, paint flaking, etc.) in the presence of the CGTA prior to any repair work commencing. Contractor is responsible for all removals pertaining to the rudder repairs. Repairs to the rudders shall be through PWGSC 1379 action.
- iii. Contractor shall remove both rudders at their jumping collar. Contractor in consultation with the CGTA, TCMS Surveyor and based on the wear down reading shall determine whether or not to remove the thordon bearings. Contractor shall provide a separate cost in their quote for the thordon bearing removals and installation of GFM thordon bearings. If determined that thordon bearings do not need to be removed price will be adjusted by PWGSC 1379 action. Contractor shall follow manufacturer's recommendation for installation and verify all measurements before installing the new bearings. Completion of work to be to the satisfaction of TCMS marine surveyor the CGTA.
- iv. Contractor shall clearly identify each rudder's fitted bolts and nuts with respect to their original location prior to removal. Contractor shall prepare (cleaning, blasting, etching) both rudders for painting as per HD-04 Painting for Underwater Hull. Upon completion of all work identified in this section, Contractor shall re-install both rudders. All fitted bolts and nuts shall be reinstalled to their original locations upon re-assembly.
- v. Acceptance shall be based on the approval of TCMS Surveyor and to the satisfaction of CGTA.

#### 2.2 Location

N/A

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

#### 3.4 Owner Furnished Equipment

N/A

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

Contractor shall contact the CGTA and the local TCMS office and arrange for their Surveyor to inspect the two rudders, shafts and three shaft bearings as per the vessels Division 3 inspection report.

#### 4.2 Testing

N/A

#### 4.3 Certification

N/A

### **5: DELIVERABLES:**

#### 5.1 Reports, Drawings, and Manuals

N/A

#### 5.2 Spares

N/A

5.3 Training

N/A

## **H-01 Windscreen Replacement**

### **1: SCOPE:**

The Intent of this specification is to remove and replace with three windscreens in the wheel house

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor shall verify dimensions of all three GSM windscreen before removals
- ii. Contractor is to remove 3 windscreens in the front of the wheelhouse
- iii. Contractor is to reinstall new, GSM, windscreens
- iv. Contractor is to ensure manufactures installation procedures are followed
- v. Contractor is to connect the heating elements and ensure proper function
- vi. Contractor is to test for tight seal and no leaks as per section 4.2 of this specification
- vii. Contractor is to repair any deficiencies found during testing at own expense

#### 2.2 Location

Windscreens in front of the wheelhouse

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

#### 3.4 Owner Furnished Equipment

Three Glass and Frames needed for replacement

#### **4: PROOF OF PERFORMANCE:**

##### 4.1 Inspection

CGTA shall be present during water tight testing as well as functional test of heating elements

##### 4.2 Testing

Water tight integrity shall be tested by using a 1 ½" fire hose, without restriction, at full volume sustained for a minimum of one minute without leaking water

##### 4.3 Certification

N/A

#### **5: DELIVERABLES:**

##### 5.1 Reports, Drawings, and Manuals

N/A

##### 5.2 Spares

N/A

##### 5.3 Training

N/A

## **H-02 Weather Deck Modification**

### **1: SCOPE:**

The Intent of this specification is to modify the Weather Deck at the gate to reduce buildup of water and ice in that area

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor is to fabricate and install a sloped diamond plate wedge and fasten by welding to the deck.
- ii. Contractor is to fabricate the new addition in such a way that it covers the area of water buildup which approximately covers an area of 2' x 4' area. The new insert shall be of a height that allows the gate to open and close without interference and allow for proper function
- iii. Contractor shall ensure proper fit prior to welding in place as well as ensure proper function of gate
- iv. Contractor is shall make a smooth transition from addition and tapered edges to deck ensuring that no trip hazards are present.

#### 2.2 Location

Weather Deck, inside of main vessel access gate

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Pictures

See Appendix A2

#### 3.2 Standards and Regulations

Contractor to ensure all welding meets requirements as per General notes in this specification

#### 3.4 Owner Furnished Equipment

N/A

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

Visual inspection and function testing of gate by CGTA upon completion

#### 4.2 Testing

N/A

#### 4.3 Certification

N/A

### **5: DELIVERABLES:**

#### 5.1 Reports, Drawings, and Manuals

N/A

#### 5.2 Spares

N/A  
5.3 Training  
N/A

## **H-03 D-RUBBER**

### **1: SCOPE:**

The Intent of this specification is to remove entire D-rubber, inspect channel and hull behind it, and replace, in good condition

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor shall remove all nuts, bolts, washes and D-rubber securing devices.
- ii. Contractor shall retain D-rubber after removal for reinstallation
- iii. Contractor shall measure and report Ultrasonic Thickness Measurements (UTM) every 50cm within channel around entire hull.
- iv. Up on completion of inspection and any repairs, Contractor shall reinstall D-rubber using new, Stainless Steel, nuts, bolts, and washers. Contractor is to ensure that all dissimilar metals are isolated with approved material.

#### 2.2 Location

Outside Hull of the Vessel in welded channel

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

If it is determined that D-Rubber Channel needs repair or replacement, all welding shall adhere to welding standards as stated in the general notes of this spec

#### 3.4 Owner Furnished Equipment

Any repairs that are determined necessary by CGTA will be carried out by PWGSC 1379 action

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

Contractor shall allow for inspection from CGTA once D-rubber has been removed before any additional work is to commence or D-rubber is replaced

#### 4.2 Testing

N/A

#### 4.3 Certification

N/A

## **5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals  
Ultrasonic Thickness Measurements (UTM) Report  
5.2 Spares  
N/A  
5.3 Training  
N/A

### **H-04 Replace Aluminium Pipe**

## **1: SCOPE:**

The Intent of this specification is to remove approximately 14' of 1 1/4" aluminium pipe, and replace with new 1 1/4" stainless steel pipe used to carry raw water.

## **2: TECHNICAL DESCRIPTION:**

### **2.1 General**

- i. Contractor shall replace approximately 14 feet of 1 1/4" aluminium piping with new 1 1/4" stainless steel piping of a comparable grade of that used in the rest of the vessel
- ii. Contractor shall include in their bid the replacement of and any elbows, fittings, brackets or glands needed to replace the existing system. Any elbows, fittings, brackets or glands needed shall be determined by contractor at vessel viewing.
- iii. Contractor is responsible to verify length of pipe and any supplies/parts needed for removal and replacement of existing piping, in person, and prior to bidding
- iv. Contractor shall replace any existing decals or pipe identification tags with new CFM

### **2.2 Location**

Starboard side of Engine room

### **2.3 Interferences**

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

## **3: REFERENCES:**

### **3.1 Pictures**

Appendix A3

### **3.2 Standards and Regulations**

N/A

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3.4 Owner Furnished Equipment

N/A

**4: PROOF OF PERFORMANCE:**

4.1 Inspection

Inspection by CGTA during testing

4.2 Testing

Contractor shall ensure proper functionality and water tight integrity of system at 10 PSI for 5 minutes. CGTA should be onsite for functional testing. Any of new piping or associated parts found to be leaking or unsatisfactory shall be repaired at contractor's expense.

4.3 Certification

N/A

**5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

N/A

5.2 Spares

N/A

5.3 Training

N/A

## **H-05 Hatch Dog Adjustments**

### **1: SCOPE:**

The Intent of this specification is to repair leaks on both the port and starboard engine room hatches by adjusting hatch Dogs

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. The source of these leaks are thought to be the hatch dogs not tightening adequately to seal the hatches
- ii. Contractor shall include a separate price in their bid to replace gaskets on hatches with new, approved gasket. However if new gasket is not required, an adjustment will be made by PWGSC 1379 Action
- iii. Contractor is to chalk test hatches to ensure proper contact is made with seat once they hatch is dogged
- iv. Contractor is to adjust dogs to provide a tight seal as necessary
- v. Contractor is to functionally test dogs and ensure water tight integrity by testing hatches as described in section 4.2 of this specification

#### 2.2 Location

Deck hatches over port and starboard engines

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

#### 3.4 Owner Furnished Equipment

N/A

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

CGTA shall be present during water tight testing as well as verifying functionality of dogs

#### 4.2 Testing

Water tight integrity shall be tested by using a 1 ½" fire hose, without restriction, at full volume sustained for a minimum of one minute without leaking.

#### 4.3 Certification

N/A

## **5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

N/A

5.2 Spares

N/A

5.3 Training

N/A

## **E-01 Anchor and Chain (Survey Item)**

### **1: SCOPE:**

The Intent of this specification is to have TCMS inspect the Anchor and Chain as per Division 3 requirement

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor shall remove, clean and lay out anchor and chain in Contractor's facility for TCMS inspection
- ii. Once properly prepared and laid out for inspection, Contractor shall notify in advance TCMS Surveyor and CGTA
- iii. Any repairs required by TCMS shall be done through PWGSC 1379 action
- iv. Contractor shall then reinstall the anchors and chain and functional tested for CGTA & TCMS Surveyor

#### 2.2 Location

Chain Locker in bow of the vessel

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

3.4 Owner Furnished Equipment

N/A

**4: PROOF OF PERFORMANCE:**

4.1 Inspection

TCMS inspection to be arranged by contractor

4.2 Testing

Contractor is to test amperage at load on the anchor winch and ensure it complies name plate data

4.3 Certification

TCMS certification required

**5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

N/A Electrical reading if required

5.2 Spares

N/A

5.3 Training

N/A

## **E-02 Fire Detection, Alarms & Extinguisher Equipment (Survey Item)**

### **1: SCOPE:**

The Intent of this specification is to recertify fire suppression systems

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

Contractor is to have all 6 fire extinguishers as well as the fire smothering system, tanks and lines and alarms recertified to meet TCMS inspection standards. Any system or extinguisher additional work required will be covered by PWGSC 1379 action.

#### 2.2 Location

Smothering system

1. Vessels steering compartment

Portable Fire Extinguishers

1. Galley
2. Forward machine space
3. Engine Room
4. Engine Room
5. Steering Gear
6. Main Cabin

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

Extinguisher Data

Location	MFD	Serial Number	Type	Fire Class	Capacity
Galley	2008	622242	DP	ABC	5lb
Forward Machine Space	2008	622240	DP	ABC	5lb
Engine Room	2008	622244	DP	ABC	5lb
Engine Room	2008	622254	DP	ABC	5lb
Steering Gear	2008	622261	DP	ABC	5lb
Main Cabin	2008	622248	DP	ABC	5lb

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3.2 Standards and Regulations

N/A

3.4 Owner Furnished Equipment

N/A

**4: PROOF OF PERFORMANCE:**

4.1 Inspection

Inspection Required by Class Approved Service Supplier and to have met TCMS standards

4.2 Testing

N/A

4.3 Certification

TCMS certification required

**5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

Inspection Report and Certificate Required

5.2 Spares

N/A

5.3 Training

N/A

## **E-03 Main Engine and Gear Box Cooler Cleaning**

### **1: SCOPE:**

The Intent of this specification is to 2 clean main engines after coolers as well as the 2 gearbox coolers. Also to replace all anodes on keel coolers

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

- i. Contractor is to remove both port and starboard main engine After Coolers and both port and starboard Gear box coolers
- ii. Contractor is shall clean and flush coolers as pre manufacturer's instructions
- iii. Contractor is to include in their bid on supplying and replacement of 20 cooler anodes as described in section 5.2 of this specification for the keel coolers
- iv. Contractor shall include in their bid all consumable parts (ie. O-rings, Gasket , ect.) with new manufacturer approved parts

#### 2.2 Location

Engine room port and starboard Main Engines

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Guidance Drawings/Nameplate Data

N/A

#### 3.2 Standards and Regulations

N/A

#### 3.4 Owner Furnished Equipment

N/A

### **4: PROOF OF PERFORMANCE:**

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4.1 Inspection

A visual inspection will be conducted by CGTA upon completion of cleaning and prior to reinstallation

4.2 Testing

Coolers shall be pressure tested as per manufactures specifications in the presence of CGTA

4.3 Certification

N/A

**5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

Test results shall be compiled in a type written report and 2 paper copy as well as an electronic copy to be provided to CGTA

5.2 Parts Required

N/A

5.3 Training

N/A

## **E-04 Muffler Inspection**

### **1: SCOPE:**

The Intent of this specification is to inspect and report on the condition of two main engine mufflers and two Generator mufflers

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

Muffler for Generators is a 2 1/2" Dry Exhaust muffler, 316 SS

Supplier E.M.products

Part # TS25PRS005 R/H

Part # TS25PLS005 L/H

Mufflers for M/E's is a 8" Dry Exhaust , 316 SS

Supplier E.M.products

Part # TS80PRS005 R/H

Part # TS80PLS005 L/H

- i. Contractor shall remove insulation and do a visual inspection of two main engine mufflers and two genset mufflers.
- ii. All lose insulation will be disposed of at contractors expense
- iii. CGTA shall be advised of condition and of any repairs that may be needed.
- iv. Any repairs deemed necessary by CGTA will be carried out by PWGSC 1379 action
- v. Upon acceptance of condition by CGTA, the mufflers will be reinsulated with new, removable and reusable, insulation blankets.

#### 2.2 Location

After Engine compartment

## 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

## 3: REFERENCES:

### 3.1 Guidance Drawings/Nameplate Data

N/A

### 3.2 Standards and Regulations

N/A

### 3.4 Owner Furnished Equipment

N/A

## 4: PROOF OF PERFORMANCE:

### 4.1 Inspection

Inspection points for CGTA:

1. After insulation has been removed and mufflers are exposed
2. After mufflers have been reinsulated

### 4.2 Testing

No Exhaust leaks during sea trials

### 4.3 Certification

N/A

## **5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

N/A

5.2 Spares

## **E-05 Tackle Regulations (Survey Item)**

### **1: SCOPE:**

The Intent of this specification is to do preventive maintenance, inspect and load test all lifting devices and tackle

### **2: TECHNICAL DESCRIPTION:**

2.1 General

Contractor is to inspect lifting device hoses, all grease ways are to be greased, and wire rope is to be inspected. Any repairs that arise from this work will be corrected by 1379 action prior to TCMS inspection

Contractor is to have available on site, enough weight to test all lifting devices at 150% of the max load as per the attached drawing in Appendix 4

Contractor is to arrange a time for, BOTH, TCMS inspector and CCTA to be present for inspection and load test of all tackle and lifting devices as per TCMS requirement set out in Schedule - 4 Testing of lifting appliances, of the Cargo, Fumigation and Tackle Regulations.

2.2 Location

See Appendix A4

2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

3.1 Guidance Drawings/Nameplate Data  
Rigging Plan Drawing (Appendix A4)

3.2 Standards and Regulations

N/A

3.4 Owner Furnished Equipment

N/A

#### **4: PROOF OF PERFORMANCE:**

4.1 Inspection

TCMS Inspection

4.2 Testing

Load testing to be performed as per TCMS requirements

4.3 Certification

TCMS certification required

#### **5: DELIVERABLES:**

5.1 Pictures and Drawing

Appendix A4

5.2 Spares

N/A

5.3 Training

N/A

## **E-06 Removal of interference Items and Main Engine Maintenance**

### **1: SCOPE:**

The Intent of this specification is to remove interference items in vessel engine room to allow Wajax Power Systems to perform engine maintenance concurrently with refit work and then return all interference items to their original condition

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

Contractor is to disconnect and remove any interference items that will prevent the removal of engine heads

Contractor is to determine, with assistance of vessel engineer, what interference items need to be removed at the vessels viewing in St. Andrews prior to submitting bid

Contractor is to inspect all items being removed prior to removal and bring to the attention of CGTA any visible issues. It is contractor's responsibility to ensure good condition/proper function of all items prior to disconnecting or removing. Any equipment or items not in proper working order or in poor condition after reinstallation will be repaired or replaced at contractor's own expense.

Any defects found prior to removal will be repair by PWGS 1379 action

Any defects found after removal of inference items that are determined as "Not visible prior to removal" will be repaired by PWGS 1379 action

Contractor is to include in their bid an \$8000.00 allowance for FSR from Wajax Power System to perform known work

Contractor is to arrange for Wajax Power systems to perform known work

Contractor is to reinstall all interference items that were removed in condition as found

#### 2.2 Location

Engine room

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

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3.1 Pictures

Appendix A6

3.2 Standards and Regulations

N/A

3.4 Owner Furnished Equipment

N/A

## **4: PROOF OF PERFORMANCE:**

4.1 Inspection

CGTA inspection after reinstallation of interference items

4.2 Testing

N/A

4.3 Certification

Written report of work from Wajax Power systems is to be presented to CGTA and PWGSC

## **5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals

At contractors request if available

5.2 Spares

N/A

5.3 Training

N/A

## **L-01 Electrical Connector Replacement**

### **1: SCOPE:**

The Intent of this specification is to replace electrical fitting on wheelhouse exterior

### **2: TECHNICAL DESCRIPTION:**

#### 2.1 General

Contractor is to disconnect, remove wires and Remove five aluminum electrical fitting.  
Contractor is to renew all five connectors with new, CFM, PVC electrical fittings  
Contractor is to reconnect all electrical equipment that was disconnected to complete this job

#### 2.2 Location

Wheelhouse exterior above forward windscreen

#### 2.3 Interferences

To be determined by contractor at vessel viewing prior to bidding. Any interference items are to be removed at contractor's expense and no extra allowances will be granted for removal of interference items

### **3: REFERENCES:**

#### 3.1 Pictures

Appendix A5

#### 3.2 Standards and Regulations

N/A

#### 3.4 Owner Furnished Equipment

N/A

### **4: PROOF OF PERFORMANCE:**

#### 4.1 Inspection

N/A

#### 4.2 Testing

Contractor is to determine all equipment associated with the wiring as discussed above. It is contractor's responsibility to ensure proper function of this equipment prior to disconnecting any of these item. Any equipment not in proper working order after reconnected will be repaired or replaced at contractor's own expense.

4.3 Certification  
N/A

## **5: DELIVERABLES:**

5.1 Reports, Drawings, and Manuals  
N/A

5.2 Spares  
N/A

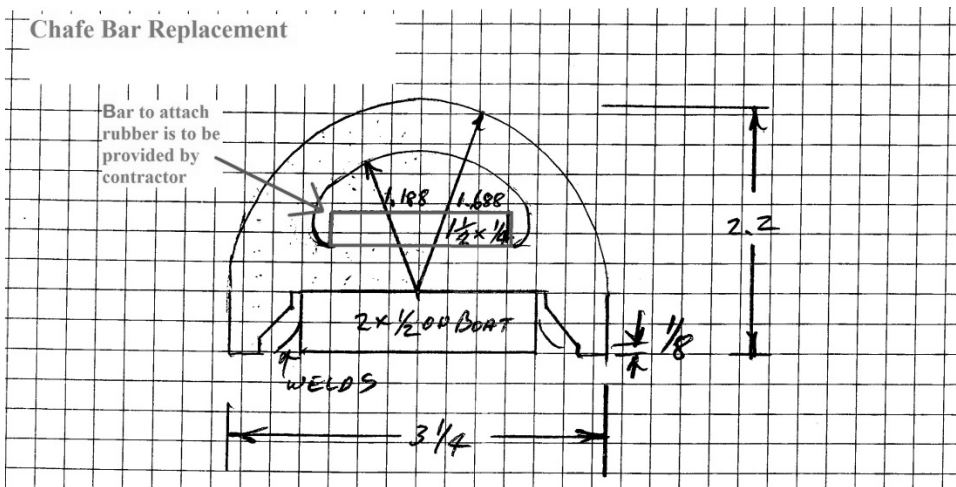
5.3 Training  
N/A

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**APPENDIX A1**

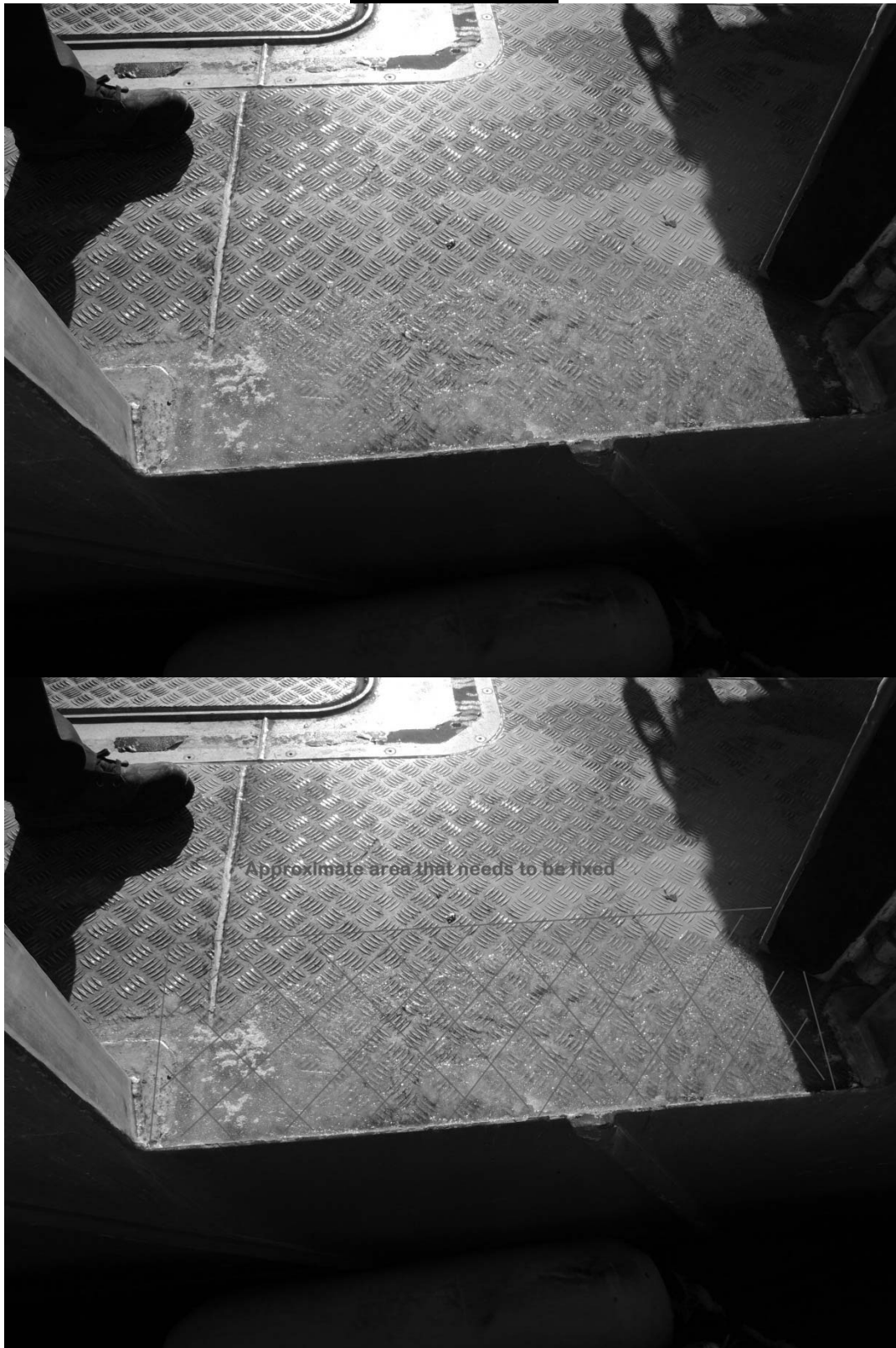


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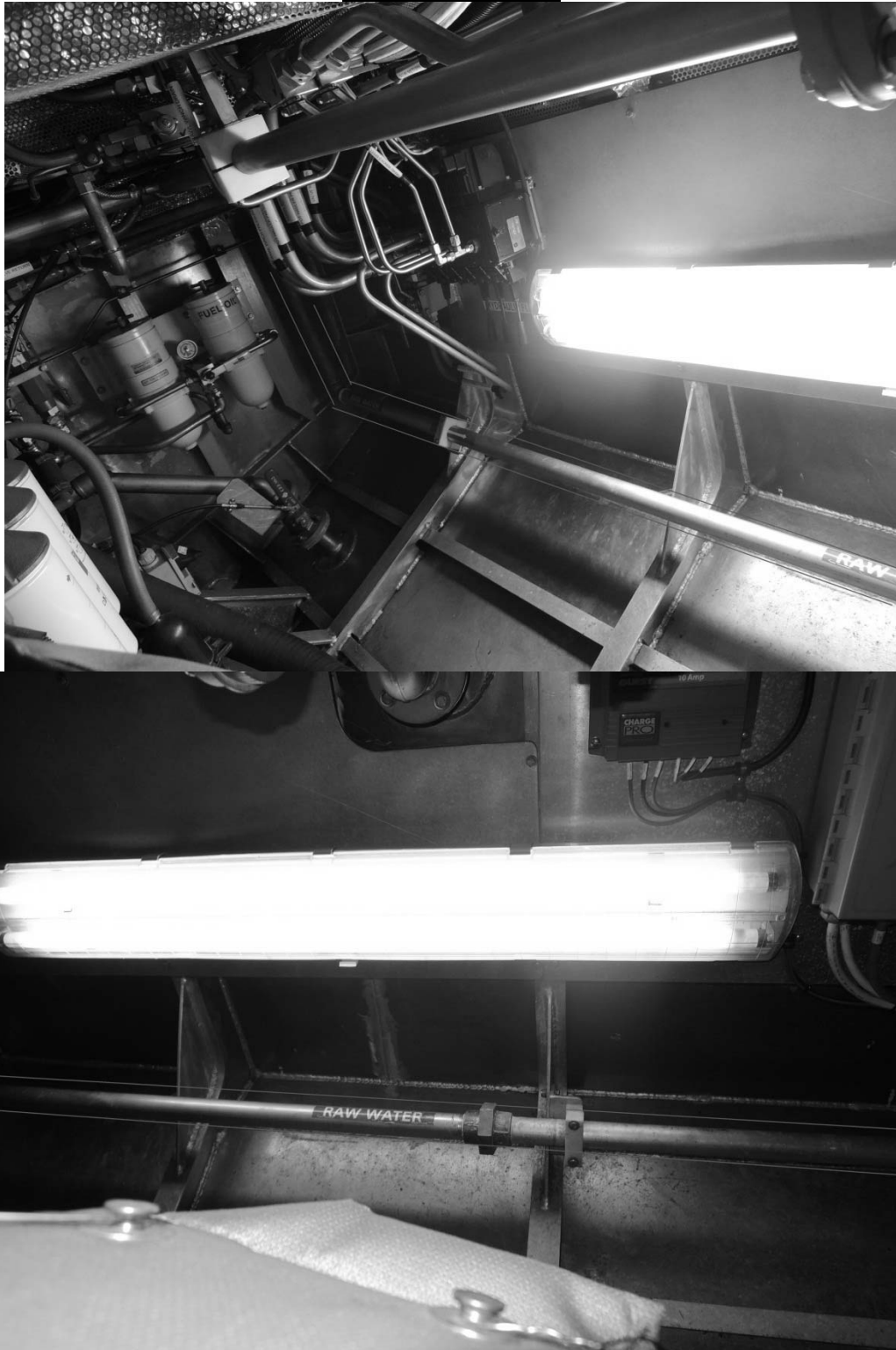


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**APPENDIX A2**



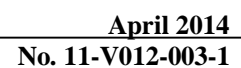
**APPENDIX A3**



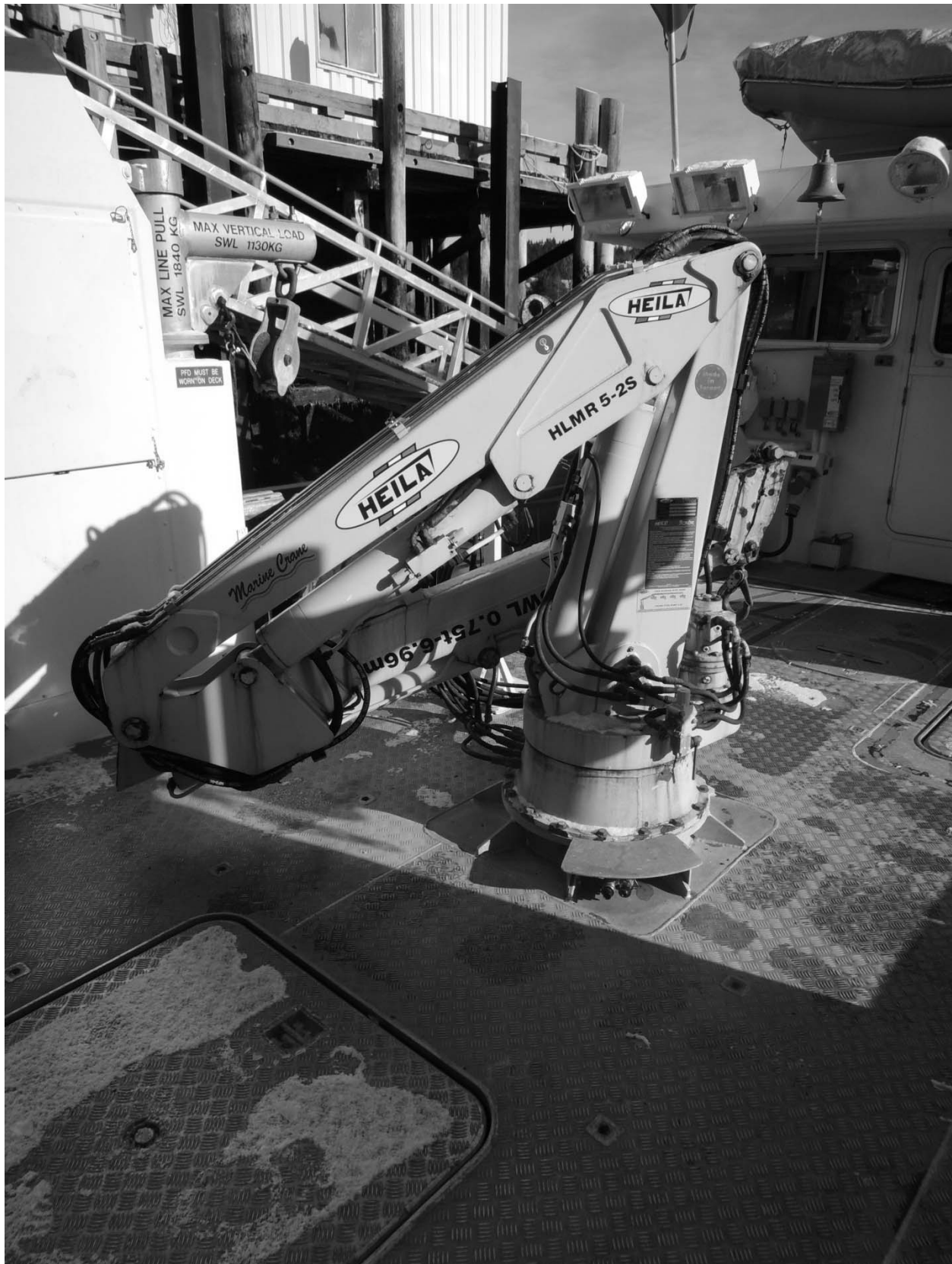
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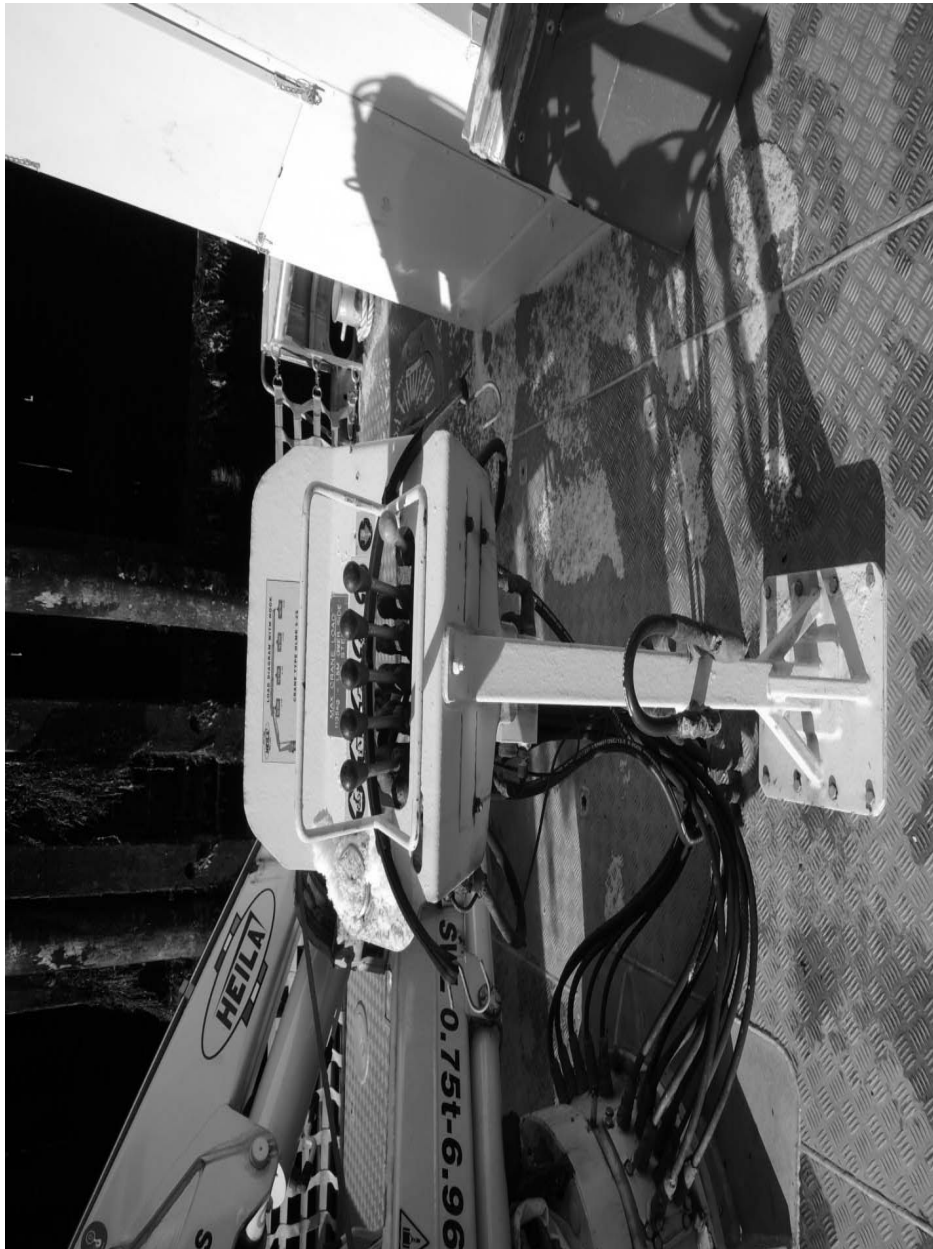
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**APPENDIX A5**

