



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid

Receiving - PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

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

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Refit Des Groseilliers - Summer2016	
Solicitation No. - N° de l'invitation F3017-16D620/A	Date 2016-04-14
Client Reference No. - N° de référence du client F3017-16D620	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-036-16735
File No. - N° de dossier QCL-5-38324 (036)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-31	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gagnon, Mathieu	Buyer Id - Id de l'acheteur qcl036
Telephone No. - N° de téléphone (418) 649-2883 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NGCC DES GROSEILLEIRS PÊCHES ET OCÉANS CANADA GARDE CÔTIÈRE 101 BOUL.CHAMPLAIN QUEBEC Québec G1K 7Y7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3** Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** 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 Requirement, the Basis of Payment and other annexes.

1.2 Summary

- (i) The requirement is:
 - a) To carry out the ship repair work regarding the Canadian Coast Guard Ships (C.C.G.S.) Des Groseilliers, during the spring layout at Section 106 of the Port of Quebec, Quebec (QC), in accordance with the associated Technical Specifications detailed in the Requirement attached as Annex A.
 - b) To carry out any approved unscheduled work not covered in paragraph a) above.
 - c) 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 10 Annex 1001.2b Paragraph 1, however, it is subject to the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

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2.5 Bidders' Conference (Not mandatory)

A bidders' Conference chaired by the Contracting Authority will be convened on board vessel CCGS Des Groseilliers at 10:00 am, April 29th, 2016. The vessel will be moored at Queen's Wharf, 101 Champlain Boulevard, Quebec (QC).

An attendance confirmation is required before 11:00 am, April 28th, 2016.

It is recommended that the Bidder or a representative of the Bidder attend the Bidders' Conference in order to review the Scope of the Work required and to receive additional information and clarifications. Bidders are to communicate with the Contracting Authority prior to the conference to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the Contracting Authority with the names of their representatives no later than two days prior to the conference. The Contracting Authority will have an attendance form which is to be signed by the Bidder's representative(s) in attendance. Bidders are advised that any clarifications or changes resulting from the Bidder's conference and/or the subsequent viewing of the vessel, shall be included as an amendment to the bid solicitation document.

2.6 Viewing - Vessel (Not mandatory)

A site visit will be held immediately after the bidders' conference.

2.7 Proposed Work Period

Work is to commence and be completed as follows:

Start of Work: June 27th, 2016 or as per ship's availability. (At the earlier date)
End of Work: July 21st, 2016 or maximum 3.5 weeks after ship's availability.

The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Management Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: 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.

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

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

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

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

Section I: Management Bid

The Management Bid should be concise and should include all the certifications and other requirements as noted in Parts 4 and 6.

Section II: Financial Bid

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

Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

3.1.2 SACC Manual Clause

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Bid

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

4.1.2 Mandatory Criteria

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 4, 5 & 6. Only those bids which are found to meet all the mandatory requirements within the specified time frames will be deemed responsive.

4.1.3 Table of Mandatory Requirements to be met by bid closing

Notwithstanding deliverable requirements specified anywhere else within this solicitation and its associated Technical Specification, the following are the only mandatory deliverables that must be submitted with the Bid at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive

Item	Description	Completed and Attached
1	Completed Annex "I" Financial Bid presentation Sheet	
2	Completed Appendix 1 to Annex "I" <u>Price Per Item Sheet</u>	
3	Letter or proof of Insurance as per article 6. 13 of Part 6	

4.1.4 Other information upon request only

The following information, which supports the bid, may be requested by the Contracting Authority from the bidder and it must be provided within **two (2)** working days of the written request:

Item	Description	Completed and Attached
1	Proof of welding certification, as per clause 6.7 of Part 6;	Prior to contract award
2	Annex J – Pricing Data Sheet;	Prior to contract award
3	Sub-contract and Sub-contractor List , as per clause 7.15 of Part 7	Prior to contract award

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4.1.5 Deliverables after Contract award

Element	Description	Doit être fourni après l'attribution du Contrat, dans les
1	Insurance Requirements as per article 7.11, Part 7;	5 calendar days
2	Work Schedule and Reports as per article 7.16, Part 7;	5 calendar days
3	Inspections and tests plan as per article 7.28, Part 7	5 calendar days

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria 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 in Public Works and Government Services Canada, 601-1550, D'Estimauville Ave., Québec, Qc at 02:00 PM (EDST) on the date show at the first page.

Following solicitation closing, bid results may be obtained by calling at No. (418) 649-2888.

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2. Mandatory Certifications Required Precedent to Contract Award

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Code of Conduct and Certifications - Related documentation

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

5.2.2 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_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\)](http://www.hrsdc.gc.ca) - [Labour's](http://www.hrsdc.gc.ca) 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_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

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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](#)" list during the period of the Contract.

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 **Security Requirement** *(Not used)*
- 6.2 **Financial Requirements** *(Not used)*
- 6.3 **Accommodation** *(Not used)*
- 6.4 **Parking** *(Not used)*
- 6.5 **Material and Supply Support** *(Not used)*
- 6.6 **Workers' Compensation - Letter of Good Standing** *(Not used)*
- 6.7 **Welding Certification**

At bids closing date the Bidder should submit evidence demonstrating its certification to the welding standards in accordance with the following:

Welding must be undertaken by a company Certified by the Canadian Welding Bureau (CWB) to the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1, Certification of Companies for Fusion Welding of Steel, section 2;

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

- 6.8 **Valid Labour Agreement** *(Not used)*
- 6.9 **Work Schedule and Reports** *(Not used)*
- 6.10 **Fueling and De-fueling Crown Vessels** *(Not used)*
- 6.11 **ISO 9001:2000 - Quality Management Systems** *(Not used)*
- 6.12 **Environmental Protection** *(Not used)*
- 6.13 **Insurances Requirements**

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

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

- a) To carry out the ship repair work regarding the Canadian Coast Guard Ships (C.C.G.S.) Des Groseilliers, during the summer layout at Wharf Section 106 in the Port of Quebec, Quebec (QC), in accordance with the associated Technical Specifications detailed in the Requirement attached as Annex A.
- b) to carry out any approved unscheduled work not covered in paragraph a) Above.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract (with the exception of Article 26 which is deleted in its entirety and replace with Article 42 here below).

Section 22 of 2030 is amended in Annex E Warranty.

2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs, excluding section 07 & 09 apply to and form part of the Contract.

3. Security Requirement

There is no security requirement associated with this Statement of Work

4. Term of Contract

4.1 Contract period

The contract period is from Contract award date until the end of the warranty period inclusively.

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4.2 Work period

Work is to commence and be completed as follows:

Start of Work: June 27th, 2016 or as per ship's availability. (At the earlier date)
End of Work: July 21st, 2016 or maximum 3.5 weeks after ship's availability.

The Contractor agrees that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that it has sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work Period.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mathieu Gagnon
Chef aux approvisionnements Marine / Marine Supply Chief
Travaux publics et Services gouvernementaux Canada / Public Works and Government Services Canada
Région du Québec/Québec area
Division marine /marine division
1550, avenue D'Estimauville, Québec, (Québec) G1J 0C4,
Quebec, Canada
mathieu.gagnon@tpsgc-pwgsc.gc.ca
Téléphone/phone: (418) 649-2883
Télécopieur/Fax: (418) 648-2209

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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name will be determined at Contract award

Telephone: _____
Facsimile: _____
E-mail address: _____

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

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The Technical Representative for the Contract is:

Name will be determined at Contract award

Telephone: _____

Facsimile: _____

E-mail address: _____

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

5.3 Inspection Authority/Inspector

The Inspection Authority for the Contract is:

See section 5.2

The Inspection Authority is the Department of Public Works and Government Services Canada, who for the purposes of this requirement is the inspector responsible for inspection of the work and acceptance of the finished work under this requirement. The Inspection Authority will be represented on-site by a designated inspector and such other Government of Canada inspectors who will from time to time be assigned in support of the designated Inspector.

6. Payment

6.1 Basis of Payment - Firm Price

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

6.2 Payment Terms - Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the amount claimed is in accordance with the basis of payment;
 - (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

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2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.3 SACC Manual Clauses

SACC Manual Clause C6000C (2011-05-16)
SACC Manual Clause H4500C (2010-01-11)

Limitation of Price
Lien - Section 427 of the Bank Act

7. Invoicing Instructions

7.1 Submitting of invoices

The Contractor must submit invoices in accordance with the information required in Section 13 of 2030, (2016-04-04), General Conditions - Higher Complexity - Goods

7.2 Invoice

7.2.1 Transmission of invoices

Invoice to be made to the name of:
DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca



Mailing Address :

Pêches et Océans Canada
PO Box 1901, STN A
Fredericton (Nouveau-Brunswick)
E3B 5G4

Electronic copy to be sent for verification to:
mathieu.gagnon@tpsgc-pwgsc.gc.ca

7.3 Warranty Holdback

A warranty holdback of 10% of the total contract price as last amended (applicable taxes excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the work. Applicable taxes are to be calculated and paid on the total amount of the claim before the 10% holdback is applied. At the time that the holdback is released, there will be no applicable taxes payable, as it was included in previous payments.

8. Certifications

8.1 Generality

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- (c) General Conditions 2030, (2016-04-04) - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex E, Warranty;
- (h) the Contractor's bid dated _____.

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 will not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible to decide 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 will be at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within cinq (5) calendar days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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12. Financial Security *(Not used)*

13. Accommodation *(Not used)*

14. Parking *(Not used)*

15. Sub-contracts and Sub-contractor List

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

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

16. Work Schedule and Reports

No later than **five (5) calendar 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.

Production work schedules must be revised and resubmitted before each Progress Meeting. The revised schedules must show the effect of progressed work and approved work arisings. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work, Article 26.

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.

18. Loan of Equipment - Marine *(Not used)*

19. Trade Qualifications

The Contractor must use qualified, certificated (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

20. Material and Supply Support (*Not used*)

21. ISO 9001:2000 - Quality Management Systems (*Not used*)

22. Quality Control Plan (*Not used*)

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005 Quality management - Guidelines for quality plans, approved by the Inspection and Technical Authorities. The QCP shall describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP.

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

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

Refer to Annex "D" for further details on the Quality Control Plan requirements.

23. Welding Certification

Welding must only be undertaken by a company Certified by the Canadian Welding Bureau (CWB) to the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1, Certification of Companies for Fusion Welding of Steel, section 2.

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

Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

24. Environmental Protection

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

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above.

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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 noncompliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

25. Fueling and De-fueling a Crown Vessel *(Not used)*

26. Procedure for Design Change or Additional Work

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

26.1 Price Breakdown:

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

26.2 Pro-rated Prices:

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

27. Equipment/Systems: Inspection/Test *(Not used)*

28. Inspection and Test Plan

The Contractor shall, in support of their QCP, implement an approved Inspection & Test Plan (ITP).

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

Refer to Annex "D" for details on Inspection and Test Plan Requirements.

29. Vessel Custody *(Not used)*

30. Vessel manned Refits

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

31. Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the work site, before the commencement of the work period.

32. 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 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.

33. Outstanding Work and Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items towards the end of the vessel 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 Inspector on the work completion date to review and sign off the Acceptance Document. 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 completion of said work.

The PWGSC-TPSGC 1205 Acceptance Document is to be completed and distribution is to be made by the Public Works and Government Services Canada Inspection Authority as follows:

- (a) original to the PWGSC Contracting Authority
- (b) one copy to the Technical Authority
- (c) one copy to contractor

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.

35. Hazardous Waste - Vessels

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

36. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) Government Site Regulations

37. Scrap and Waste Material

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

38. Stability and Weight Management *(Not used)*

39. Vessel - Access by Canada *(Not used)*

40. Title to Property - Vessel *(Not used)*

41. Defence Contract

SACC Manual Clause A9006C (2012-07-16) Defence Contract

42. Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:
 - (a) Any infringement of intellectual property rights;
 - (b) Any breach of warranty obligations;
 - (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or
 - (d) Any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.
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.
4. The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in sub article (2), the limitations provided

herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.

5. If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 2(a), (b), (c) and (d) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination. However, no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.
6. The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to sub-article 5, above.
7. In the event of a termination under this Article, the Contract will automatically remain in force subject to all of the same terms and conditions until the date of termination and the Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, Annex B and that the Contractor's liability remains as specified in sub-articles (1) through (4), above.
8. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

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ANNEX A

REQUIREMENT - SPECIFICATION

See electronic Annex.

ANNEX B

BASIS OF PAYMENT FIRM PRICE

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at annex 'I' the bid submission stage.

B1 Contract Firm Price

A)	Known Work For work as stated in Contract Clause 1a), Specified in Annex "A" and detailed in the Price per Item Sheet, Appendix 1 of Annex 1 as well as Pricing Data Sheet, Annex J, for a FIRM PRICE of:	\$ _____
B)	Applicable taxes _____ % :	\$ _____
C)	Total Firm Price :	\$ _____

B2 Unscheduled Work

Payment for Unscheduled Work:

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

Number of hours (to be negotiated) X \$ _____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 5 percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

B2.1: Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in B2.2 below, will not be negotiated, but will be included in the firm hourly Charge-out Labour Rate in accordance with paragraph B2.2

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* within the *firm hourly Charge-out Labour Rate* entered in line B2 above.

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

B3 Overtime

No overtime work shall 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 in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates; or,
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the firm hourly Charge-out Labour Rate above plus the following premium rates:

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

Premium for Double time: \$ _____ per hour

The above premiums rates shall be calculated as follows:

Premium for time and one half:

½ (that portion of the firm Hourly Charge-out Labour Rate in B2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

The portion of the Unscheduled Work firm Charge-out Labour Rate in B2 that is directly attributable to salary cost plus related certified fringe benefits times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

B4 Daily Services Fee

Not used

B5 Cost of all Services is Included in Contract Price

All charges, fees expenses and disbursements incidental to the carrying out of the Work, are included in the Contract Price for the Work, including, without limitation:

1. **Services:** Not used
2. **Docking and Undocking:** Not used
3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.

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

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

ANNEX C

INSURANCE REQUIREMENTS

C.1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and 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 the Department of Public Works and Government Services Canada and the Canadian Coast Guard 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.

C.2 Commercial General Liability Insurance

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

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- (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: to protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
 - (h) Notice of Cancellation: The Insurer agrees 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 72 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

ANNEX D

INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

D.1 Inspection and Test Plan (ITP):

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and its Quality Control Plan. The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.
 - (a) Each ITP must contain all inspection points identified in the Technical Specification highlighting any mandatory points that must be witnessed by the Inspection Authority and other "hold" points imposed by the Contractor to ensure the quality of the work.
 - (b) Milestone delivery date for the ITP is given in the Contract, however individual ITPs should be forwarded for review as developed.

2. Coding:

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

Prefix "1" is a Contractor inspection, i.e. 1H-10-01, 1H-10-02;

prefix "2" is a Contractor post repair test, i.e. 2H-10-01; and

prefix "3" is a Contractor post repair trial, i.e. 3H-10-01.
 - (b) Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and
 - (c) Cross reference to a verification document number

3. Inspection and Test Plan Criteria:

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

- (a) All ITPs must be prepared by the Contractor in accordance with the above criteria, its Quality Plan, and must provide the following reference information:
 - (i) the ship's name;
 - (ii) the Specification item number;

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

4. Contractor Imposed Testing:

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

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

D.2 Conduct of Inspection

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

D.3 Inspection Records and Reports

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and its Quality Plan for this project.

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

D.4 Inspection and Trials Process

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

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

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

-
- (b) The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the Technical Specification and, where non-conformances are noted, will issue appropriate **INSPECTION NON-CONFORMANCE REPORTS**.
 - (c) The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the Inspection Authority.
 - (d) The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.
 - (e) Before carrying out any inspection, the Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.
3. Inspection Non-conformance report
- (a) An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.
 - (b) When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.
 - (c) At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance Documents before the Inspection Authority's certification of such documents.
4. Tests, Trials, and Demonstrations
- (a) To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority.
 - (b) Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.
 - (c) Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.

-
- (d) Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
 - (e) The contractor must submit its Test and Inspection Plan as indicated in section D.1 above.
 - (f) The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection Authority; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of five working days' notice of each scheduled test, trial, or demonstration.
 - (g) The Contractor must keep written records of all tests, trials, and demonstrations conducted.
 - (h) The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
 - (i) The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

ANNEX E

WARRANTY

2030 (2014-09-25) General Conditions Higher Complexity Goods are hereby amended, by deleting section 2030 22(2014-09-25), Warranty and replacing it as follows:

E.1 Section 22 Warranty

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 shall be free from all defects and shall conform with the requirements of the contract:

- (a) The painting of the underwater portion of the hull for a period of three hundred and 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 and 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.

- (b) All other painting Work for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of the Work;
 - (c) all parts and material provided by the Contractor for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of such parts or material;
 - (d) 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 shall 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. If more than one warranty period applies, in accordance with the above, to any Work, then the warranty shall be for the longest period.
4. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials supplied or held by the Contractor which exceed the periods indicated Above.

E.2 Warranty Procedures

E2.1 Scope

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

E2.2 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 vendor's or manufacturer's responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer."

E2.3 Warranty Conditions

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

E2.4 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 warrantor's assertions.

E2.5 Procedures

- (a) Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
 - (i) The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
 - (ii) On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

- (iii) Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.
- (b) In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- (c) When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- (d) Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

E2.6 Liability

- (a) Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
 - (i) The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
 - (ii) The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
 - (iii) The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- (b) In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.
- (c) The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in man-hours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

E2.7 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 and sixty-five (365) days and multiplied by the number of days remaining in the three hundred and sixty-five (365) days day warranty period. The resultant would represent the 'Dollar Credit' due to Canada from the Contractor."

- (c) The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

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Appendix 1 of Annexe E



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Warranty Claim Réclamation De Garantie

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

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

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ANNEX F

VESSEL CUSTODY

(NOT USED)

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Annex G

SECURITY REQUIREMENTS CHECK LIST

(NOT USED)

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ANNEX H

PROJECT MANAGEMENT SERVICES

(NOT USED)

ANNEX I

FINANCIAL BID PRESENTATION SHEET

I1 Price for Evaluation

A)	Known Work For work as stated in Part 1 Clause 2a, Specified in Annex "A" and detailed in the Price per Item Sheet, Appendix 1 of this Annex, for a FIRM PRICE of:	
		\$
B)	Unscheduled Work Contractor <i>Labour Cost</i> : Estimated labour hours at a firm <i>hourly Charge-out Labour Rate</i> , including overhead and profit for evaluation purpose only: 650 person hours X \$_____ per hour for a PRICE of: See Note I2.1 and I2.2 below.	
		\$
C)	EVALUATION PRICE GST Excluded, [A + B]: For an EVALUATION PRICE of :	
		\$

I2 Unscheduled Work

The Contractor will be paid for unscheduled work arising, as authorized by the Minister, 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 shall 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 thereto."

I2.1: Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in I2.2 below, will not be negotiated, but will be compensated for in accordance with paragraph 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.

I2.2: 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 line I2 above.

I2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the *Chargeout Labour Rate*. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

I3 Overtime

No overtime work shall 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 in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates; or,
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the firm hourly Charge-out Labour Rate above plus the following premium rates:

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

Premium for Double time: \$ _____ per hour

The above premiums rates shall be calculated as follows:

Premium for time and one half:

½ (that portion of the firm Hourly Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

The portion of the Unscheduled Work firm Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

I4 Daily Services Fee

Not used

I5 Cost of all Services is Included in Contract Price

All charges, fees expenses and disbursements incidental to the carrying out of the Work, are included in the Evaluation Price for the Work, including, without limitation:

1. **Services:** Not used
2. **Docking and Undocking:** Not used
3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.

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

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

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

I6 Vessel Transfer Costs

Not used

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APPENDIX 1 OF ANNEX I

PRICE PER ITEM SHEETS		
Item	Description – A) SCHEDULED WORK	Firm Price
1	General Remarks (Scope, health and safety related requirements and general requirements)	\$ _____
10	Safety and Security Equipment	\$ _____
11	Hull and Structure	\$ _____
15	Auxiliary Systems	\$ _____
16	Domestic Systems	\$ _____
17	Deck Equipment / Ship Support Systems	\$ _____
A) SCHEDULED WORK - TOTAL FIRM PRICE		\$ _____

Remark to Bidders:

Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

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ANNEX J
PRICING DATA SHEETS

Item	Description – A) SCHEDULED WORK	Firm Price
1, 2 & 3	General Remarks (Scope, health and safety related requirements and general requirements) (Bidders can enter \$0.00 or indicate 'included' if the fees for this item are distributed in each of the items below. In case the fees are not distributed an amount must be indicated in the price box.)	\$ _____
10	Safety and Security Equipment (Overheads fees related to this item and its sub items must be distributed in each sub items.)	
	10.1 Oxygen Sensors	
	Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for item 10.1 : \$ _____	
	10.2 Jordair Compressor Maintenance	
	Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for item 10.2 : \$ _____	
	10.3 Fire Fighting Systems (Overheads fees related to this item and its sub items must be distributed in each sub items.)	
	10.3.6 Fixed CO₂ Smothering Systems	
	Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	10.3.7 Portable Fire Extinguishers Provide a price for known extinguishers (Based due dates provided in the list).	
	Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	

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PRICING DATA SHEETS		
Item	Description – A) SCHEDULED WORK	Firm Price
	10.3.8 Galley, Fixed Fire Extinguishing (liquid chemical) Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	\$ _____
	10.3.9 Starboard Barge (#3) Fixe CO ₂ extinguishing system Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	10.3.10 Minuteman II Model system 150 (helicopter hangar) Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	10.3.11 Fire Combat system (helicopter hangar) Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for item 10.3 :	
	10.4 Annual inspection and certification of rescue boat hooks Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	\$ _____
	Total for item 10.4 :	
	Total for item 10 :	

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PRICING DATA SHEETS		
Item	Description – A) SCHEDULED WORK	Firm Price
11	Hull and Structure (Overheads fees related to this item and its sub items must be distributed in each sub items.)	
	11.1 Installation of 2 wheelhouse windows Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for item 11.1 : \$ _____	
	11.3 Porthole cabin #41 Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for item 11.3 : \$ _____	
	11.4 Various insulation (Overheads fees related to this item and its sub items must be distributed in each sub items.)	
	11.4.1 Forward tween deck Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	11.4.2 Pipe exhaust of the auxiliary diesel #2 Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	11.4.3 Insulated blankets for steam valves Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for 11.4 : \$ _____	\$ _____

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PRICING DATA SHEETS		
Item	Description – A) SCHEDULED WORK	Firm Price
	11.5 Hood cleaning Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for 11.5 : \$ _____	
	Total for item 11 :	
15	Auxiliary Systems (Overheads fees related to this item must be distributed in each sub items.) 15.1 Fuel Transfer Hoses Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for the lifeboats : \$ _____	
	Total for 15.1 : \$ _____	
	15.2 Boiler Safety Valves Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for the lifeboats : \$ _____	
	Total for 15.2 : \$ _____	
	Total for item 15 : \$ _____	
16	Domestic Systems (Overheads fees related to this item must be distributed in each sub items.) 16.1 Refrigeration Systems and Air Conditioning Cargo and Domestic Refrigeration Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables, other than e) below = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
		\$ _____

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PRICING DATA SHEETS		
Item	Description – A) SCHEDULED WORK	Firm Price
	Air conditioning Systems 2, 3, 5 and 13 Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables, other than f) below = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for 16.1 :	\$ _____
	Total for item 16 :	
	Total for item 16 :	\$ _____
17	Deck Equipment / Ship Support Systems (Overheads fees related to this item must be distributed in each sub items.) 17.1 Five-year inspection of Port and Starboard peniche Davits Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables, other than 17.1.30 below = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ 17.30.1 Additional cost optional (If the work is to be performed river side) Mobilisation / Demobilisation = \$ _____ Materials, equipment and consumables = \$ _____ Labour ; \$ _____ /hour X _____ hours = \$ _____ Total for this item : \$ _____	
	Total for 17.1 :	\$ _____
	Total for 17 :	\$ _____
A) TOTAL FIRM PRICE =		\$ _____

Remark to Bidders:

Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

NGCC *DES GROSEILLIERS*

F3017-16IND620

Various works

SPRING 2016

2016-04-14

CCGS DES GROSEILLIERS

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General Information

LIST OF ACRONYMS

Table 1 - List of Acronyms

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

PART 1: SCOPE

1.1 General

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

PART 2: HEALTH AND SAFETY RELATED REQUIREMENTS

2.1 General

- 2.1.1 The Contractor must appoint a Health & Safety Manager or Supervisor responsible for ensuring compliance with the Health and Safety requirements listed herein. This includes monitoring of all work by Contractor employees and Sub-Contractor employees.
- 2.1.2 During the execution of Work, the Contractor must comply with:
- Applicable Provincial Health and Safety Regulations,
 - Canada Labour Code Part II,
 - Marine Occupational Health and Safety Regulations (MOSH),
 - The Gas Hazard Control Standard (TP3177),
 - Applicable CCG region specific Health and Safety requirements
 - DFO/5672 Welding Health and Safety Technical Program,
 - TBS “Smoking in the Workplace” Policy,
 - The following sections of DFO/5737- CCG Fleet Safety and Security Manual
 - o Fall Protection (section 7B2),
 - o Confined Space Entry (section 7B3),
 - o Hot Work (Section 7B4),
 - o Lock-Out - Tag-Out (Section 7B5).

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2.2 Hot Work

2.2.1 When executing Hot Work, the Contractor must:

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

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

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

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

2.3 Confined Space Entry

2.3.1 In the execution of Confined Space Entry, the Contractor must comply with the requirements listed in section 2.1 herein. The following is a non-exhaustive list of Confined Spaces on CCG Vessels: Bilge Areas; Machinery Compartments; all storage compartments accessed by manhole covers including fuel tanks; water tanks; cofferdams; chain lockers; thruster compartments.

2.4 Monitoring Atmosphere for Confined Space Entry or Hot Work

2.4.1 Prior to Confined Space Entry and Hot Work within a Confined Space, including machinery compartments, the Contractor must:

- have the space gas freed and tested in accordance with TP3177,
- ensure the Permit states the type of work, the time period for which the Permit is valid and also indicates "Safe for Persons" or "Safe for Hot Work" as required,
- post the Permit in a conspicuous location and provide the TA and IA with the signed and dated Marine Chemist's or Contractor qualified persons Certificate,
- renew the Confined Space Entry or Hot Work Permit as required by Regulations.

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2.5 Work At Heights and Fall Protection

2.5.1 In the execution of Work at Heights, the Contractor must:

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

2.6 Lock-Out / Tag-Out

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

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

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

2.8 Smoking

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

2.9 Temporary Lighting and Ventillation

2.9.1 The Contractor must ensure temporary lighting and/or ventilation is supplied, installed and maintained in proper and safe condition and removed upon completion.

2.9.2 The Contractor must ensure temporary lighting incorporates shields/guards to protect against breakage.

2.10 Sign-in / Sign-out

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

2.11 Lead Based Paints and Paint Approvals

2.11.1 The Contractor must provide Health Canada product approval for underwater hull surface paints controlled by Health Canada and the Pest Management Regulatory Agency,

2.11.2 The Contractor must identify and take precautionary measures to ensure the application of paints complies with Federal, Provincial and Municipal regulations,

2.11.3 The Contractor must not use lead-based paints.

2.12 Clean and Hazard Free Site

2.11.1 The Contractor must maintain all spaces, compartments, work areas and areas used by Shipyard personnel as transit routes in a clean and sanitary condition and free from debris,

2.11.2 The Contractor must return the vessel to the CCG at least as clean as when work began. This includes both internal and external areas of work, as well as any affected adjacent spaces outside the principle areas of work,

2.11.3 The Contractor must supply own refuse containers to be emptied daily and removed upon completion of work. All rags, debris, and associated refuse are to be removed to refuse container(s) daily,

2.11.4 When working at CCG facilities, the Contractor must clean-up dock areas used by Contractor personnel and/or equipment. This includes but is not limited to the removal of all dirt, grit, debris, staging, containers and equipment as well as the immediate cleanup and proper disposal of leaked oil, solvent or any other hazardous materials,

2.11.5 If work will be conducted in the vicinity, the Contractor must supply and install for the duration of the work period a suitable material approved by the TA and IA at all main entries and over surfaces of the main, upper, flight and navigation officers decks to protect alleyways from dirt,

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- 2.11.6 The Contractor must ensure safe access to the work area as required by applicable Health and Safety Regulations,
- 2.11.7 The Contractor must prevent rat and vermin harbourage onboard the vessel for the duration of the work period. The Contractor must remove any rats or vermin from the vessel if they do come onboard during the work period.

2.13 Fire Protection

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

2.14 Hydrostatic / Pneumatic Tank Testing

- 2.14.1 The Contractor must verify that all necessary openings are closed prior to hydrostatic or pneumatic testing of tanks. The Contractor must blank all suction and discharge lines, vents and sounding pipes. The Contractor is responsible for supplying, fitting and the subsequent removal of blanks.
- 2.14.2 The Contractor must drain the tanks upon completion of testing and wipe clean and dry the fuel tanks.
- 2.14.3 The Contractor must hydrostatically test tanks as specified with a 2.44m head of water. Where the Contractor wishes to perform a pneumatic test in lieu of the hydrostatic test, written approval must be obtained by the IA and TA.
- 2.14.4 The Contractor must provide the IA and TA with the Contractor's standard operating procedures for conducting pneumatic tank tests.

2.15 Contractor Supplied Potable Water

- 2.15.1 The Contractor must provide water quality test results to the IA to demonstrate the potable water supplied meets the current Health Canada Guidelines for Canadian Drinking Water Quality (http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/guidelines_sixth-rec-eng.php).
- 2.15.2 The Contractor must ensure lines are flushed prior to connecting the water supply to the vessel.

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PART 3: GENERAL REQUIREMENTS

3.1 Electrical Work / Electronics

- 3.1.1 The Contractor must carry-out all electrical and electronic installations, renewals and repairs in accordance with the latest editions of:
 - TP127 - “Ship Safety Electrical Standards”,
 - IEEE Standard 45 – 2002 “Recommended Practice for Electrical Installations on Shipboard 2002”,
 - CGTS-3 - “General Specifications for the Installation of Shipboard Electronic Equipment”.
- 3.1.2 The Contractor must replace, at no charge, the entire length of point to point cable if damaged as a result of installation.
- 3.1.3 The Contractor must not use plastic tie-wraps to secure wiring except in panels and junction boxes.

3.2 Paint Application

- 3.2.1 The Contractor must ensure new and/or disturbed steel work is painted in accordance with the specification.
- 3.2.2 The Contractor must power clean all new and disturbed steelwork prior to painting.
- 3.2.3 The Contractor must notify the IA to inspect after the surface preparation and the first coat of paint has cured and prior to application of the second coat.
- 3.2.4 N/A
- 3.2.5 The Contractor must ensure new and/or disturbed steelwork receives application of at least two (2) coats of marine primer immediately upon completion of work, unless specified otherwise.

3.3 Changes to Vessel Stability, Carrying Capacity or Structure

- 3.3.1 The Contractor must discuss with the TA any comments, concerns or observations they may have regarding the effect of work on the vessel’s stability or carrying capacity. Additionally, any work item that, in the opinion of the Contractor may pose a vessel structural integrity problem is to be brought to the attention of the TA.
- 3.3.2 The Contractor must advise the IA and TA of the details of any major changes in the distribution of weights on the vessel while the vessel is in dry-dock.

3.4 CCG Employees and others on the Vessel

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

3.5 Regulatory Inspections

- 3.5.1 The Contractor must ensure all work identified as requiring regulatory inspection is inspected by the applicable authority such as TCMS, Health Canada, Environment Canada etc., and that the required documentation is received to prove the inspections were conducted. The Contractor must not substitute inspection by the TA or IA for required regulatory inspections.
- 3.5.2 The Contractor must provide original Certificates issued by inspectors to the TA and a Copy to the IA.
- 3.5.3 The Contractor must coordinate all regulatory related inspections required for this Statement of Work.
- 3.5.4 The Contractor must provide timely advance notification of scheduled regulatory inspections to the TA and IA so they may attend the inspection.

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3.6 Welding

- 3.6.1 The Contractor must ensure welding is completed in accordance with DFO/5672 – “Welding Health and Safety Technical Program”.
- 3.6.2 The Contractor must obtain written permission of TA prior to commencing welding.
- 3.6.3 The Contractor must not locally ground welding equipment near bearings or electronic equipment.
- 3.6.4 The Contractor must ensure all steel welding is in accordance with 18-080-000-SG-001 Welding of Ferrous Materials and the Canadian Coast Guard Welding Specifications for Ferrous Materials, Revision 4. (TP6151)
- 3.6.5 The Contractor must comply with CCG specification for ALUMINIUM WELDING (TP9415)
- 3.6.6 The Contractor must ensure that when welding of any item requires the application of fusion welding for stainless steel structures, the Contractor or his Sub-Contractors is certified in accordance with the Canadian Welding Bureau, CSA\ACNOR AWS; Division 1.6 certification – latest revision copies of which must be submitted to the IA/TA prior to the start of welding

3.7 Requirements imposed on Contractor when Equipment must be disturbed

- 3.7.1 The Contractor must coordinate an inspection of the condition of items (i.e.: piping, manholes, parts, equipment etc) to be removed, prior to carrying-out or to gain access to carry-out specified work. The inspection must be conducted jointly by the Contractor, the IA and the TA.
- 3.7.2 The Contractor must repair or replace any item that is damaged in this process. Any piping, manholes, parts, equipment etc. requiring installation after removal, must be refitted using new Contractor supplied materials such as jointing, packing, anti-seize compound, clamps, brackets, fasteners, oils, lubricants, cleaning solvents, preservatives and insulation. Materials must be in accordance with equipment manufacturers’ drawings, manuals or instructions. Where a substitution must be made, the IA and TA must approve in writing the materials used.
- 3.7.3 The Contractor must provide a test plan and test to prove operation of disturbed items after completion of work.

3.8 Test Results

- 3.8.1 The Contractor must ensure tests and trials are performed to the satisfaction of the IA, TA, and TCMS. All tests, measurements, calibrations and readings must be recorded and provided in a report to the IA, TA and TCMS. The reports must be bound and typewritten, double-spaced on 8 1/2" X 11" and indexed by specification number. The reports must also be provided in Adobe pdf format on 3 USB keys.
- 3.8.2 The Contractor must ensure all dimensions are measured and recorded. All measuring devices must be described in the report and the name of the person taking the readings must be recorded.
- 3.8.3 The Contractor must ensure all testing and measurement equipment (mechanical or electronic) are calibrated and that calibration certificates are provided to the IA prior to final inspection or witnessing of tests.

3.9 Contractor Supplied Materials and Tools

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

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3.10 Machinery and Overhaul Installation

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

3.11 Restricted Areas

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

3.12 Protecting Equipment/Areas from Damage

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

3.13 Verification of Information Provided by CCG

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

3.14 Drawing Revisions

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

3.15 Service Conditions

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

3.16 Recording of Work in Progress

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

3.17 Washrooms and Working Hours

- 3.16.1 No washroom on board will be made available for the Contractor
- 3.16.2 Hours of work for CCG personnel working on board the vessel are from 0600 hours to 1930 hours, seven (7) days a week, excluding statutory holidays. Permission to work on the vessel outside these hours must be obtained from the TA.

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3.18.2 Normes and regulation applicable

3.18.1 The following work should be done in accordance with the following construction standards.

arine Machinery Regulations SOR/90-264

hips Electrical Standards (2008) - TP 127 E

IAC No. 47 Shipbuilding and Repair Quality Standard;

ASTM Standards, Section one Iron and Steel Products, volume 01.07 Ship and Marine Technology;

Normes et procédures de mécano-soudage du BCS (ou équivalent);

SSPCPA 2 (nov.1982), *Paint Application Specification No.2*;

Norme ASTM F708-92, *Standard Practice for Design and Installation of Rigid Pipe Hangers*, 1992
(Reapproved 2008).

10. SAFETY & SECURITY EQUIPMENT

10.1. OXYGEN SENSORS

- 10.1.1. Provide materials, equipment and labor to carry out the verification and calibration of two (2) gas detectors brand "BW Technologies":
 - GasAlertMicroClip XT
Model: MC2-XWHM-Y-NA
Series: KA412-1010727,
 - GasAlertMicroClip XL
Model: MCXL-XWHM-Y-NA
Series: KA415-1038360
- 10.1.2. The bid should include the basic pieces for certification (refer to manual). If additional parts are needed, they will be processed on 1379 PWGSC form.
- 10.1.3. Provide calibration certificate for each device.
- 10.1.4. The work must be completed and detectors returned to the ship on or before 15 July, 2016.
- 10.1.5. Reference; page 17 of manual.

10.2 JORDAIR COMPRESSOR MAINTENANCE

- 10.2.1. Provide materials, equipment and labor for maintenance of breathing air compressor Jordair model 1K100II-3EH.
- 10.2.2. Everything must be done in compliance with CAN / CSA-Z180.1-00 standard.
- 10.2.3. Perform the oil change (GR122, provided by the ship) and filter (BAU-N-25326, provided by the ship).
- 10.2.4. Change the air filter cartridges.
- 10.2.5. Check operation of purges.
- 10.2.6. Adjusting for an available pressure of 2900PSI
- 10.2.7. Replace the filter cartridge JOR-FC-1507-JB (BAU-80114 or equivalent provided by the ship) and the cartridge coalester JOR-FC-708-SE (supplied by ship). Provide additional coalester cartridge JOR-FC-708-SE to be submitted to chief officer.
- 10.2.8. The Air analysis should be performed and the certificate sent to the ship later than 15 July, 2016.
- 10.2.9. If work or additional parts were required, their costs will be adjusted on TPSGC 1379.

10.3 Firefighting System & Equipment

- 10.3.1. Provide the equipment, parts and labor required to re-certification fixed and portable firefighting systems of the ship and its boats. These systems, described in the annex, include fixed the ship and barge #3, the fixed system of the kitchen, the MINUTEMAN II, the Fire Combat of the flight deck, and portable fire extinguishers CO2.
- 10.3.2. Technician will be accompanied at all times by a ship's deck officer.
- 10.3.3. The work must be completed no later than 15 July, 2016.

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- 10.3.4 All must be completed to the satisfaction of an Inspector of Transports Canada maritime safety,
- Following the examination and testing of the systems referred to in the following pages, the contracting firm must submit three (3) copies to the Chief Engineer.
- 10.3.4.1 A hydrostatic tests certificate of all fixed cylinders and fire extinguishers tested;
- 10.3.4.2 A certificate of inspection of the fixed cylinders and portable fire extinguishers.
- 10.3.4.3 A certificate of inspection of the MINUTEMAN II 150 model system and the helicopter hangar FireCombat system.
- 10.3.4.4 A certificate of analysis from the foam of the MINUTEMAN II system, the FireCombat system and spare containers stored in the compartment adjacent to the lifeboat (3 different lots). Inspection must be made by the manufacturer or by a qualified laboratory.
- 10.3.4.5 See attached lists of equipment designed for hydrostatic testing or maintenance included in the known work.
- 10.3.5 FIXED CO2 SYSTEM:
- 10.3.5.1 Disassemble in turn all fixed cylinders, while ensuring the continuity of the systems for the protection of the ship;
- 10.3.5.2 Check the amount of gas in each of the cylinders (see attached list); levels of liquid will be indicated on every cylinder.
- 10.3.5.3 Label each cylinder attesting to their verification and date verified;
- 10.3.5.4 Check the functioning of the system of trigger delay, Visual indicators, audible alarms and ventilation stops related to each sector. The audit will be made by dry air injection in the dispensing conduits to demonstrate their continuity and the proper functioning of the systems. Dry air can be replaced by an inert gas.
- 10.3.5.5 Check the safety line (header safety).
- 10.3.5.6 Check the functioning of local triggers, remotely, manual or automatic.
- 10.3.5.7 Check that the alarm in the wheelhouse Panel gives good indication.
- 10.3.5.8 Check the tightness of cylinders by a pressure test hose.
- 10.3.5.9 According attached list, (17) cylinders require a hydrostatic test.
- 10.3.5.10 Each system is refitted to the satisfaction of the Chief Officer, Chief Engineer and Inspector of Transport Canada Marine Safety.
- 10.3.6 CO2 AND DRY CHEMICAL FIRE EXTINGUISHERS
- 10.3.6.1 Perform the annual audit, repairs, hydro testing and recharging necessary, portable fire extinguishers of the vessel (some with cartridge).
- 10.3.6.2 Label each of the fire extinguishers in order to certify their verification and date.
- 10.3.6.3 According to the attached list: (19) fire extinguishers require a hydrostatic test, four (4) require a maintenance of 6 years, and one (1) recharge.

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10.3.7 LIQUID CHEMICAL OF THE KITCHEN HOOD SYSTEM

- 10.3.7.1 Check the proper functioning of the system, the local trigger and away from the system.
- 10.3.7.2 Check the amount of liquid in the cylinder.
- 10.3.7.3 Provide an annual inspection certificate.

10.3.8 FIXED THE BARGE STARBOARD (#3) CO2 EXTINGUISHING SYSTEM

- 10.3.8.1 Perform annual verification. Repairs or charging of the (2) cylinders of the barge will be treated by 1379.
- 10.3.8.2 Label each of the fire extinguishers in order to certify their verification and date.
- 10.3.8.3 The system will be assembled to the satisfaction of the Chief Officer and the Chief Engineer.

10.3.9. MINUTEMAN II MODEL SYSTEM 150 (HELICOPTER HANGAR)

- 10.3.9.1 Check the correct functioning of the system;
- 10.3.9.2 Complete inspection of the tank and the quality of the emulsifier indoors.
- 10.3.9.3 Check the quality of the recharge AFFF 3% emulsifier stored in the compartment adjacent to the lifeboat (3 different lots).

10.3.10. FIRE FIGHTING (HELICOPTER HANGAR) SYSTEM

- 10.3.10.1 Check the correct functioning of the system.
- 10.3.10.2 The emulsifier in the system will have to be analyzed to ensure its quality.
- 10.3.10.3 A hydrostatic test on the cylinder 1028236 (replacement for Fire fighting).
- 10.3.11.4 See document attached for the list of all facilities as well as their location.

10.4 Annual inspection and certification of rescue boat hooks

- 10.4.1 Provide the services of a certified technician (by Transport Canada) to perform annual certification of two (2) release hooks and hydrostatic actuator of the rescue of the ship boat.
 - 10.4.1.1 Model of hooks; LHR6M2
- 10.4.2 All the necessary parts for the annual inspection should be included in the submission. If additional parts are necessary, their costs will be adjusted on a PWGSC 1379 form.
- 10.4.3 Technician of the firm shall provide a full written report of work having been carried out and the necessary certificates confirming the annual certification as required by TCMS.
- 10.4.4 Rescue boat will be removed from the ship and deposited on the dock near the ship by the GC to make work. If the contractor wishes to, the boat can be transported to their workshop at their expense.
- 10.4.5 Work will have to be completed for 15 July, 2016.
- 10.4.6 See technical document of hooks attached, section 7.4.

11 HULL AND RELATED STRUCTURES

11.1. INSTALLATION OF TWO (2) WHEELHOUSE WINDOWS

- 11.1.1 Provide materials, equipment and labor to install two (2) new heated windows in the wheelhouse as recommended by the manufacturer. The Contractor shall take the necessary measures to protect floor coverings, walls and equipment in the wheelhouse during the work, this protection will be removed at the completion of the work. The new windows will be supplied by CCG.
- 11.1.2 Electrical work and installation of new controllers will be the responsibility of the CCG.
- 11.1.3 Remove the aluminum trim and remove the two damaged windows.
- 11.1.4 Clean surfaces of all corrosion, apply a metal primer provided by the contractor on surfaces.
- 11.1.5. Clean moldings' retaining screws and the threads of the bolt holes.
- 11.1.6. Install windows with the sealant recommended by the manufacturer, and provided by the entrepreneur. The windows should not be in contact with the frame or any metal part, use positioning shims if necessary.
- 11.1.7. Install trim, replace damaged stainless steel screws if necessary, provide and apply an anti-seize compound on the threads.
- 11.1.8 Provide and apply an additional sealant outside (Sikaflex 295 UV following the application method, etching, degreasing with Sika Cleaner 205, and primer Sika Primer 209).
- 11.1.9 Perform a leak test by water hose on the window to the satisfaction of the chief engineer.
- 11.1.10 The work must be completed no later than 15 July 2016.
- 11.1.11 The opening created by the removal of the windows will be closed watertight during work to prevent weather damage wheelhouse and its devices.

11.3 PORTHOLE cabin #41

- 11.3.1 Provide material, equipment and labor to fix a leakage problem of the porthole in cabin #41.
- 11.3.2 Remove the current window by taking all the necessary measures in order not to damage the components.
- 11.3.3 Clean all components. Provide and apply a gasket and sealant, type Sikaflex and reinstall the porthole.
- 11.3.4 Provide the material and manufacture two (2) new rings threaded "Navy Brass" for windows such as disassembled model. Test the new rings in the window that has been dismantled. Give the new parts to the Chief Engineer.
- 11.3.5 Conduct a water hose leak test to the satisfaction of the Chief Engineer.
- 11.3.6 The contractor shall install the necessary protections to avoid damaging floor coverings, walls and furniture during the work, remove protections after works have been completed.

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11.4 Various insulation

11.4.1 Forward tween deck

- 11.4.1.1 Provide the machinery, equipment and labour to redo the thermal insulation in the entrance to the tween deck front side port and starboard at the front of the upper deck storms doors.
- 11.4.1.2 Provide insulation which must have been approved by a recognized marine classification society or TCMS. Provide a copy of the certificate, which must be valid at the time of installation. A minimum of 4 "inches of insulation should be installed on all surfaces and 2" on top of the ribs. The last layers of insulation should have a vapor barrier of aluminum, seal all joints with the walls. Provide the installation of welded nails and fastening system to support the insulation and vapor barrier, remove the old nails.
- 11.4.1.3 Supply and install a galvanized sheet to cover and protect the installed insulation and properly close the 'tween-deck. Provide weld fasteners needed to support plate. Plate must be fixed using self-drilling screws for easy disassembly for inspection purposes. Include the integration of the (2) light fixtures in the photos.
- 11.4.1.4 On the galvanized sheet, provide and apply two (2) coats of primer to galvanize and two (2) layers of finish paint INTERLAKE 665 white RAL 9003. For worked surface that are bare metal, prepare surfaces, provide and apply 2 coats of primer INTERPRIME 234 white and two (2) layers of finish INTERLAKE 665 white RAL 9003
- 11.4.1.5 The contractor must obtain a work hot permit to the authorities of the vessel before starting the work. The contractor must provide staff and all the necessary safety equipment so that the work be done safely and prevent fires. The contractor must include the dismantling of some ceilings, if needed for work supervision.
- 11.4.1.6 Reference; drawing 68-H-101



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11.4.2 Pipe exhaust of the auxiliary diesel #2

11.4.2.1 At the height of the boat deck, provide material, equipment and labor to cleanly cut the opening in the exhaust pipe insulation. Provide, shape and install the plate to protect the insulation block around the opening and avoid damaging it.

11.4.2.2 Provide material, equipment and labor to manufacture an insulating blanket. The equipment must comply with the regulations according to the following (ISOTEX-GM3200) specifications:

- o Lining: fabric fibre glass high-temperature
- o Second lining: mesh of stainless
- o Insulation: 2 "fiberglass high density
- o Siding: fiber glass 32 oz. silicone-impregnated fabric
- o Accessories: hooks, stainless steel wire and fiber glass cord.

Provide and install the necessary anchors and installing insulation blanket to completely cover the opening in the exhaust pipe insulation. The cover must be installed so as to be easily removable in under 5 minutes for rail use requirements.



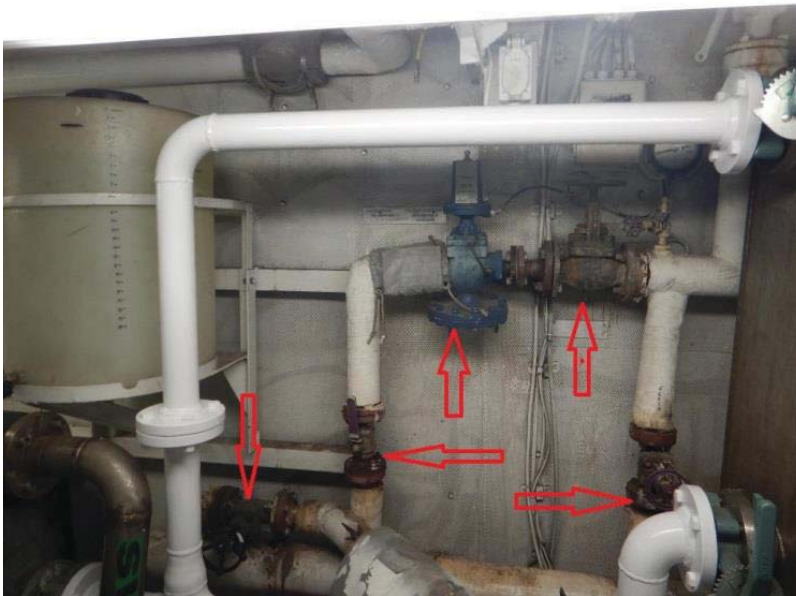
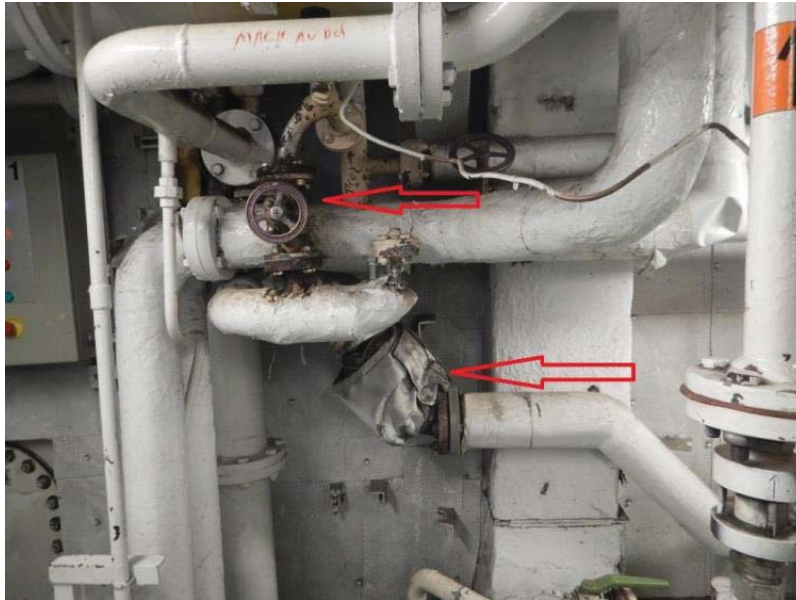
11.4.3 Blanket to steam valves

11.4.3.1 Provide material, equipment and labor to manufacture and install (12) insulating covers for steam valves and piping. The material shall be in accordance with the following regulations and specifications (ISOTEX - AW1720.1):

- A. Lining: fabric fibre glass high temperature protected by a stainless steel mesh
- B. Insulation: 2" low density fiberglass
- C. Siding: fiber glass 17 oz. silicone-impregnated fabric
- D. Accessories: hooks, stainless and cord fiber glass pin

11.4.3.2 The new coverage must have sufficient clearance to allow the easy operation of valves. Insulation should not hinder the opening or closing of the valve by means of the handle.

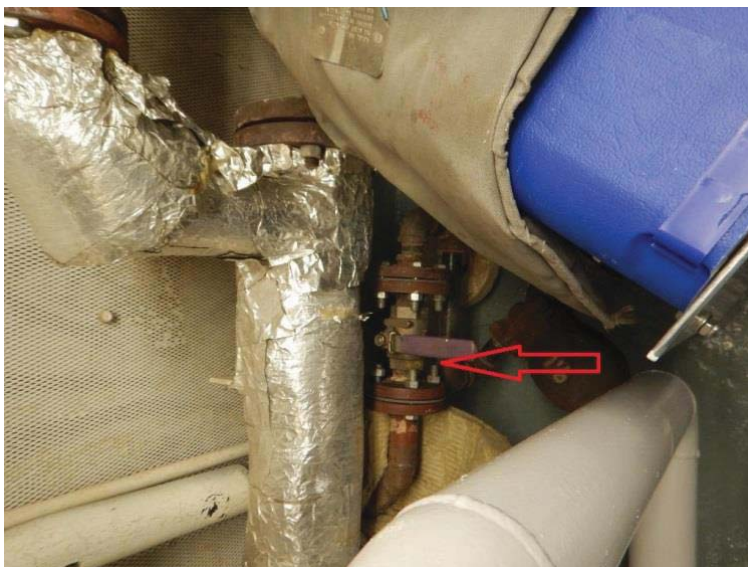
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(2 fois)

11.5 Hood Cleaning

- 11.5.1 Provide the material, tools and labour to clean the kitchen hood conduit from the outside outlet to the galley.
- 11.5.2 An access panel must be opened in the protective clothing room to facilitate the work.
- 11.5.3 The hood must also be cleaned, as well as the underside of the cooking plates.
- 11.5.4 The work must be performed to the satisfaction of the Chief Engineer or his/her representative. The Contractor shall also clean all traces of the work from the galley.
- 11.5.5 The work must be completed by 15 July 2016.
- 11.5.6 Note: The work shall be carried out between 8:00 p.m. and 12:00 midnight.

12 PROPULSION / MANOEUVRING SYSTEMS

N/A

13 SHIP'S SERVICE ELECTRICAL POWER GENERATION

N/A

14 ELECTRICAL POWER DISTRIBUTION

N/A

15 AUXILIARY SYSTEMS

15.1 HYDROSTATIC TEST OF FUEL HOSES

- 15.1.1 Provide the material, tools and labour to perform hydrostatic testing of the fuel hoses as well as four (4) collectors (Pitcher and Catcher), in accordance with RMA IP-11-4, based on the operating pressure.
- 15.1.2 The work must be completed and the certificates delivered by 15 July 2016.
- 15.1.3 HOSES:
 - Four (4) 4" hoses 50 feet long, numbers: A00266-012, A00267-012, A00268-012 and A00269-012,8.
 - One (1) 4" hose 85 feet long, number: 7671-5.
 - Two (2) 3/4" hoses 75 feet long, numbers: 7671-98 and 7671-99.
 - One (1) 1" hose 150 feet long, number: 7671-97.
 - One (1) 1-1/4" hose 100 feet long for supplying JP4, number: 636459.
- 15.1.4 Four (4) 4" aluminium collectors with glass windows, number: 7671-14, 7671-15, R34020-6257-1, R34020-6257-2
- 15.1.5 The Contractor shall notify the Chief Engineer before performing any necessary repairs, repair costs will be processed on 1379 forms PWGSC.
- 15.1.6 Hoses must be capped. Presence of fuel must be disposed of and dealt with using PWGSC 1379 form.

15.2 Boiler Safety Vavles

- 15.2.1 Provide the material, tools and labour to inspect four (4) boiler safety valves.
- 15.2.2 The work consists of disassembly, cleaning, inspection, lapping, reassembly and adjustment, according to the specifications of the valves.
- 15.2.3 Safety valve list:

Kunkle	Kunkle
Model: 300 HG01-AS	Model: 300 HG01-AS
Capacité: 4829 LB/HR	Capacité: 5010 LB/HR
Set: 118 PSIG	Set: 123 PSIG
Size: 1 1/2"	Size: 1 1/2"
Kunkle	Kunkle
Model: 300 LHG01-AS	Model: 300 LHG01-AS
Capacité: 5087 LB/HR	Capacité: 5092 LB/HR
Set: 125 PSIG	Set: 125 PSIG
Size: 1 1/2"	Size: 1 1/2"
- 15.2.4. Perform the verification of the valves in the presence of TC inspector and a representative of the GCC.
- 15.2.5. Provide a comprehensive report of the work and a test certificate for each valve for the TCMS.
- 15.2.6. If the components needed to be replaced, they will be processed on 1379 forms PWGSC.
- 15.2.7. The work must be completed to 15 July, 2016.

16 DOMESTIC SYSTEMS

16.1 Refrigeration

- 16.1.1 Provide material, equipment and labor to carry out the following work on refrigeration and air conditioning of the ship systems:

Maintenance and inspection of equipment containing halocarbon must be integrated into the vessels operational maintenance routine so that all systems are maintained and inspected as defined in the FHR (Federal Halocarbon Regulations 2003) and amplified in the Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems.

- 16.1.2 Proceed with the annual audit of refrigeration systems and air conditioning according to the attached list. Perform the necessary adjustments and a specified as complete leak detection test in the regulations Federal halocarbon regulations. Provide and replace main drier filters on all systems as well as on each of the control panels of the boards on domestic and cargo systems, provide and replace lubrication oil in all compressors, clean bases, check the oil heaters.
- 16.1.3 Check the operation of each expansion valve and of every suction pressure control valves from the various rooms on the domestic refrigeration system, adjust where necessary, enter adjustments in the report. Provide and replace the suction pressure regulator valve for domestic system .
- 16.1.4 List of systems:
- Home refrigeration system (2 compressors - R134a)
 - Cargo (2 compressors - R134a) refrigeration system
 - A/C # 2 systems (R22)
 - A/C # 3 systems (R22)
 - A/C # 4 systems (R22)
 - Systems A/C# 5 (R22)
 - A/C # 13 systems (R22)
- 16.1.5 (Rotation) transfer of compressor on the following refrigeration systems:
- Home refrigeration system
 - Cargo refrigeration system
- 16.1.6 Proceed with the start-up of the following air conditioning systems:
- Systems A/C# 2-3-4-5 and 13.

Note: The Chief Engineer must be notified prior to the starting of the units so that the cooling water pumps can be put into service.

- 16.1.7 Provide a full written report of all work conducted on each of the systems. The reports should be produced on a separate page for each system.
- 16.1.8 If additional work is needed, a list together with of a quote should be provided to the representative of the coast guard before starting the work, and treated by a PWGSC 1379 form.
- 16.1.9 The contractor must obtain a hot work permit to the authorities of the vessel before starting the work. The contractor must provide staff and all the necessary safety equipment so that the work be done safely and prevent fire.

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- 16.1.10. The technicians doing the work must hold a valid CAHR card and indicate his number on the report, provide a copy of the card to the representative of the coast guard before beginning the work.
- 16.1.11. The work must be completed no later than 15 July, 2016.

17 DECK EQUIPMENT AND SHIP SUPPORT SYSTEM

17.1 Five-year (2) INSPECTION of PENICHE, port and starboard DAVITS

- The job is to do a thorough revision of the port and starboard barge davits including their structural, mechanical and electrical components.
- 17.1.1 Coordination of the work will be under the supervision of the Chief Engineer assisted by the Chief Officer with the collaboration of Transport Canada Maritime safety (TCMS).
- 17.1.2 Front and rear steel cables will be removed by the contractor. New cables supplied by the CCG will be installed by the contractor. The old cables will be disposed of by the entrepreneur.
- 17.1.3 Electrical work will be carried out by the crew / electrician officer.
- 17.1.4 The contractor shall provide all necessary scaffolding and cranes services.
- 17.1.5 Dismantling of all sheaves, rotation axles and other items indicated on the attached list will be carried out, ensuring all necessary measures have been taken to allow for an identical reassembly after completion of work. Parts must be punched as indicated on the drawing.
- 17.1.6 The contractor must support and securely fasten the davit arms for the duration of work.
- 17.1.7 The foundations welds will have to undergo a magnetic particles tests by a specialized company. The preparation for these tests should be included in the price. All seats welded to the deck , gear boxes, dampers, pulleys and the davit arm must be sandblasted clean and painted according to the system mentioned in this quote. Provide shelters to avoid contamination and mess onboard the ship, remove shelters at the end of the work. Provide a report of these tests. If welds require repairs, these works will be adjusted on form PWGSC 1379.
- 17.1.8 The hooks must be disassembled, cleaned, and inspected according to the same procedures as the axes. They will not be tested unless they have undergone repairs. Any such repairs will be negotiated by means of a PWGSC 1379 form.
- 17.1.9 All sheaves as unassembled components will be cleaned and brought to bare metal by a procedure that will not alter the metal such as the sandblasting.
- 17.1.10 A magnetic particle test will be performed to detect any cracks or defects in components. Provide a report of these tests.
- 17.1.11 Precise measurements of all components will be taken and recorded in a final report that will describe the whole of the work performed. The latter will be given in (4) copies to the Chief Engineer, and one (1) in PDF to the project manager at the end of the work.

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- 17.1.12 Brass rings and grease railways will be all cleaned, and following the results of this inspection, the replacement of damaged parts will be performed. This work will be negotiated by way of form PWGSC 1379.
- 17.1.13 Replace all lubrication nozzles with a high pressure stainless steel 316L model.
- 17.1.14 The contractor shall also support the transverse boom to disassemble and inspect the two shackles. The weight of the boom is about 2 tonnes. A magnetic particles test of two shackles will be carried out to detect all cracks or defects. Provide a report of these tests.
- 17.1.15 Items cleaned by sand blasting and those affected by work will be painted according to the system used on the ship, according to the manufacturer's specifications. The paint will be provided by the contractor.
- 17.1.16 For the components of the davits
 - 17.1.16.1 2 coats of primer INTERPRIME 234 white
 - 17.1.16.2 2 layers of finish INTERLAC 665 white RAL 9003
- 17.1.17 For the foundations welded to the deck: 2 layers of INTERBOND 501 red brown RAL 3011
- 17.1.18 Once the paint dried, and to the satisfaction of the Chief Engineer, all components must be lubricated with grease supplied by the ship and subsequently they will be securely installed in place.
- 17.1.19 A second lubrication will be made taking care to move the components during lubrication. The grease will be provided by the ship.
- 17.1.20 Unbolt the (2) spring force systems, clean and inspect, close with a new seal and grease. All these parts must be cleaned by sand blasting interior and exterior and painted according to the code mentioned in this quote. Apply grease on the springs to protect them from corrosion.
- 17.1.21 Gearboxes (5) must be drained of oil, Interior completely cleaned, gears checked, renew the bearings with high quality (if necessary) and gaskets, check shafts and their straightness, assemble and fill with new oil provided by the ship. The parts will be supplied by the contractor and processed via a PWGSC 1379 form.
- 17.1.22 Endless screw mechanisms must be disassembled, cleaned, inspected by method of magnetic particles and reinstalled with new high quality bearings and packing (if necessary). The parts will be supplied by the contractor and processed via a form PWGSC 1379. Provide an inspection report.
- 17.1.23 Revise the brake and the ratchet mechanism, renew gaskets. Spare parts will be supplied by the contractor and processed via a form 1379.
- 17.1.24 Revise the main winch motor clutch, renew gaskets. Spare parts will be supplied by the contractor and processed via a form 1379.
- 17.1.25 All bolts, nuts and washers from the foundations of the different equipment will be replaced with new grade 5 parts of the same dimensions.
- 17.1.26 Install the new steel cables provided by the ship.

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- 17.1.27 At the end of work, a dynamic and static test should be done by the contractor, in the presence of the authorities of the ship and an expert of the TCMS. The weight will be provided by the CCG.
- 17.1.28 Provide a full report of the work for each of the davits.
- 17.1.29 DYNAMIC TEST**
- 17.1.30 The davits CMU: 11,000 kg, 125% overload test = 13 750 kg
- 17.1.31 In the event that it is impossible to turn the ship to the test, a barge would be required to bring the weight to the davit arm on the open water side of the vessel. Provide a price schedule for the barge services to test.
- 17.1.32 A 6875 kg (15 150 lbs) weight will be hung on each hook.
- 17.1.33 Raise the weights up to the high limit
- 17.1.34 Lower the arm of the davit to its limit of operation.
- 17.1.35 Lower by controlling with brake.
- 17.1.36 Raise the weight and bring onboard the ship.
- 17.1.37 Make a Visual check of the components.

17.1.38 List of sheaves and pins of the davit of peniche

Référence	Description
# 1	Aft sheave of the fore cable
# 2	Aft sheave of the aft cable
# 3	Direction sheave of the aft cable
# 4	Direction sheave of the aft cable
# 5	Aft damper sheave
# 6	Change of direction sheave of the aft cable
# 7	Direction sheave to the fore tensioning winch
# 8	Direction sheave of the fore cable
# 9	Direction sheave of the fore cable
# 10	Fore damper sheave
# 11	Change of direction sheave of the fore cable
# 12	Direction sheave to the fore tensioning winch
# 13	Sheave, fore arm pulley block
# 14	Sheave, fore arm pulley block

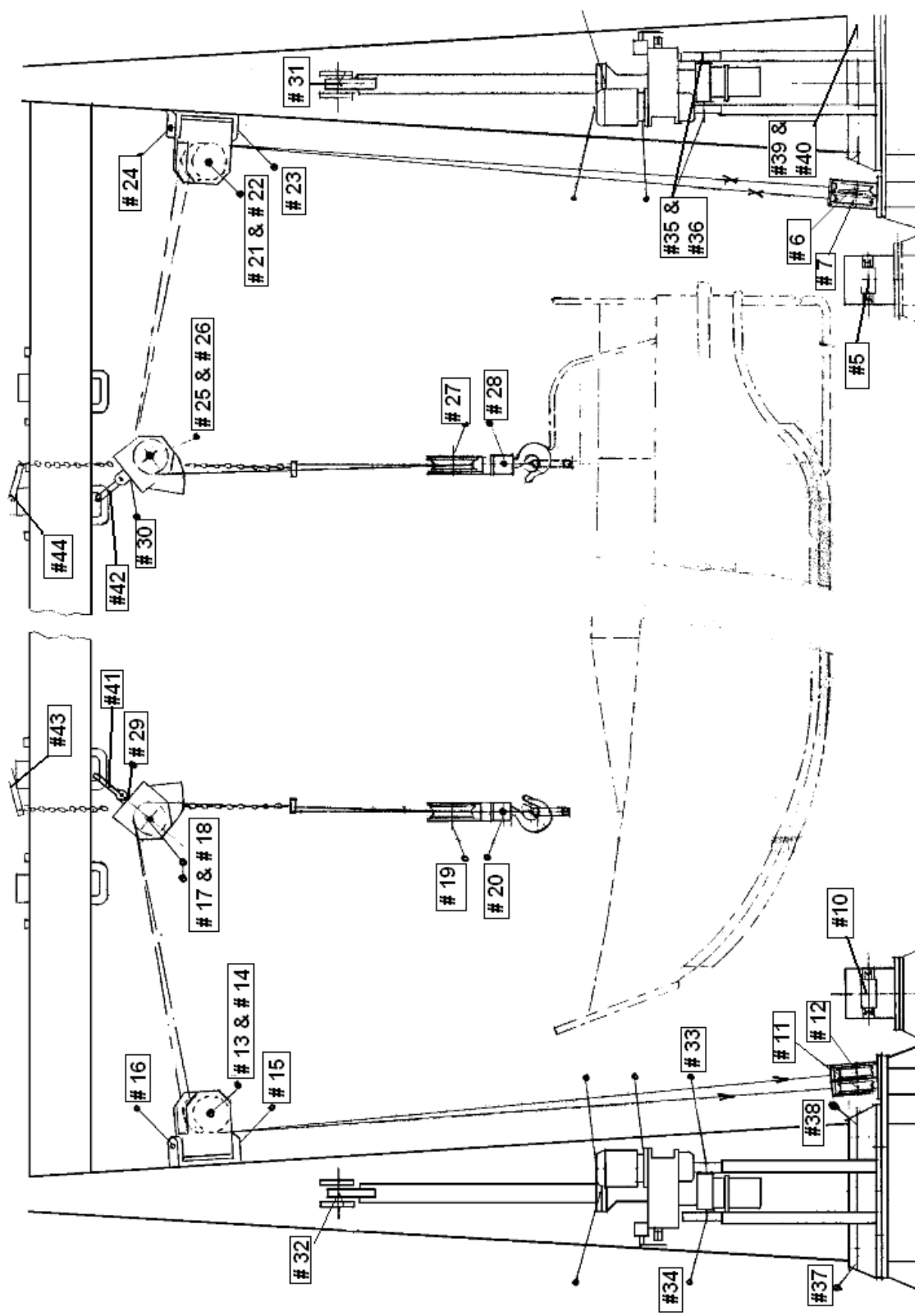
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Référence	Description
# 15	Lower axle, fore arm pulley block
# 16	Upper axle, fore arm pulley block
# 17	Sheave, fore suspended block
# 18	Sheave, fore suspended block
# 19	Fore hook sheave
# 20	Fore hook axle
# 21	Sheave, aft arm pulley block
# 22	Sheave, aft arm pulley block
# 23	Lower axle, aft arm pulley block
# 24	Upper axle, aft arm pulley block
# 25	Sheave, aft suspended block
# 26	Sheave, aft suspended block
# 27	Aft hook sheave
# 28	Aft hook axle
# 29	Axle, fore suspended block
# 30	Axle, aft suspended block
# 31	Endless screw fitting axle, aft arm
# 32	Endless screw fitting axle, fore arm
# 33	Fore endless screw, aft motor axle
# 34	Fore endless screw, fore motor axle
# 35	Aft endless screw, aft motor axle
# 36	Aft endless screw, fore motor axle
# 37	Fore axle, fore arm
# 38	Aft axle, fore arm
# 39	Fore axle, aft arm

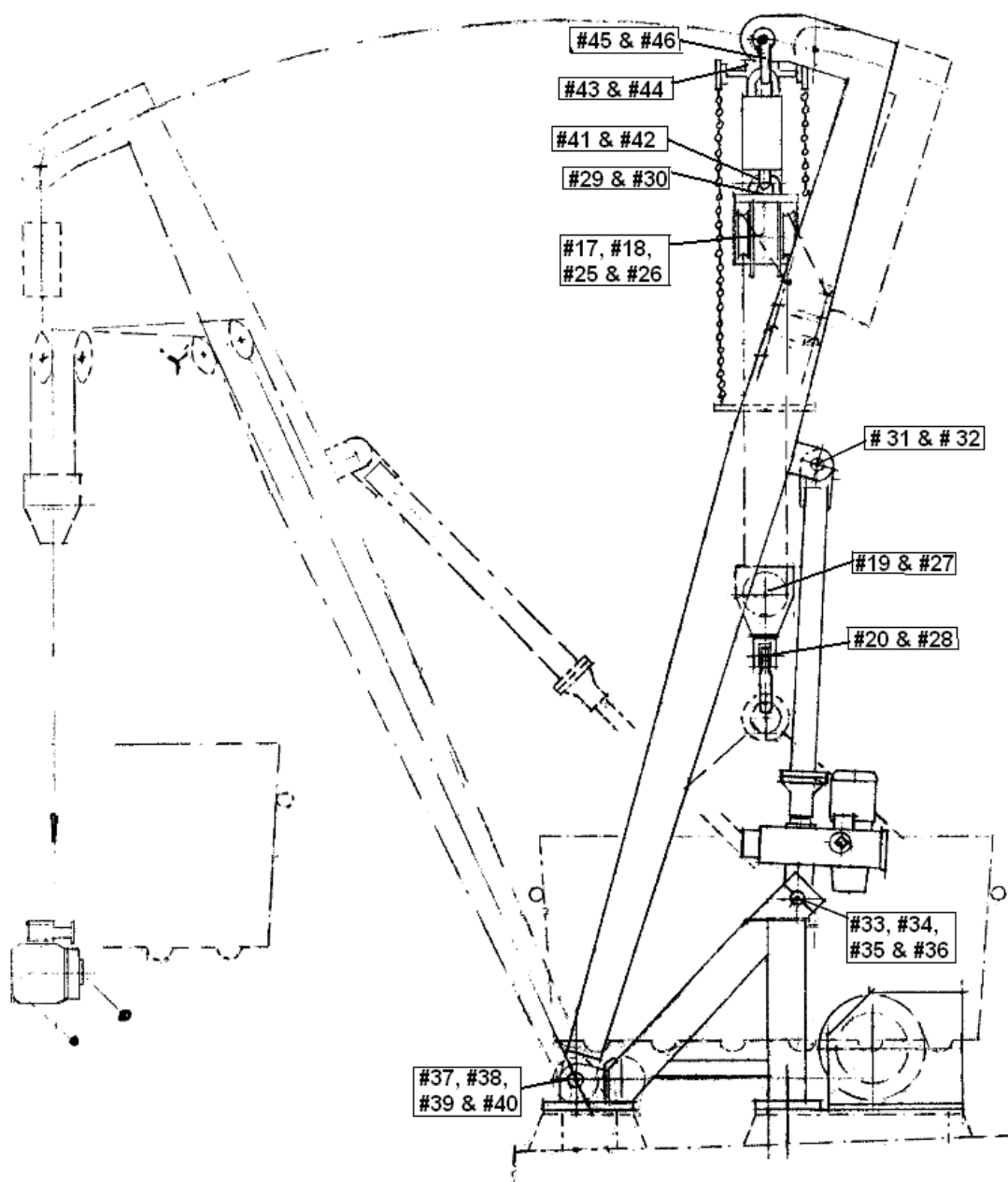
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Référence	Description
# 40	Aft axle, aft arm
# 41	Shackle, fore suspended block
# 42	Shackle, aft suspended block
# 43	Fore hoist limit stopping mechanism
# 44	Aft hoist limit stopping mechanism
# 45	Shackle, fore beam support
# 46	Shackle, aft beam support

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