



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Overhaul HIAB Sea Cranes	
<b>Solicitation No. - N° de l'invitation</b> F2599-165154/A	<b>Date</b> 2017-01-16
<b>Client Reference No. - N° de référence du client</b> F2599-165154	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MD-034-26137	
<b>File No. - N° de dossier</b> 034md.F2599-165154	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-02-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Green, Dave	<b>Buyer Id - Id de l'acheteur</b> 034md
<b>Telephone No. - N° de téléphone</b> (819) 420-2900 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D-1	CCGS Limnos , 867 Lakeshore Road, Burlington, ON CCGS Cove Isle, 28, Waubeek Street, Parry Sound, ON CCGS Caribou Isle, 370 Dalhousie Street, Amherstburg, ON	F2599	DEPARTMENT OF FISHERIES AND OCEANS MARINE ENGINEERING CCG 520 EXMOUTH ST Attention: Helen Evans SARNIA Ontario N7T8B1 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Three (3) HIAB cranes	D - 1	F2599	1	LT	\$	XXXXXXXXXXXX		See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

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

The Annexes include the Technical Statement of Requirement (TSOR), the Basis of Payment, the Procedures for Processing Additional/Unscheduled Work, Warranty Claim Procedures, Mandatory Deliverables, Financial Proposal and any other annexes.

### **1.2 Summary**

The Canadian Coast Guard (CCG) has a requirement to carry out overhauls on three Hiab Sea Cranes in accordance with Annex A – Technical Statement of Requirement. These cranes are located on three individual CCG vessels; CCGS Cove Isle, CCGS Caribou Isle and CCGS Limnos in their respective ports.

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

The requirement is subject to the provisions 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.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material - Bid

### 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 Optional Site Visits – Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on January 24<sup>th</sup> (CCGS Cove Isle – Parry Sound, ON), 25<sup>th</sup> (CCGS Limnos – Burlington, ON) and 26<sup>th</sup> (CCGS Caribou Isle – Amherstburg, ON), 2017 between the hours of 09:00am and Noon at the following addresses. All Contractors must have valid identification to sign in at the Main Gate.

Parry Sound Coast Guard Base, 28 Waubeek Street, Parry Sound, Ontario P2A 1B9  
Map: <http://www.tbs-sct.gc.ca/dfpr-rbif/pn-nb/11454-eng.aspx>

Canada Centre of Inland Waters (CCIW), 867 Lakeshore Rd, Burlington, ON L7S 1A1  
Map: <http://www.tbs-sct.gc.ca/dfpr-rbif/pn-nb/10251-eng.aspx?qid=23397480>

Amherstburg Coast Guard Base, 370 Dalhousie St, Amherstburg, Ontario N9V 1X3  
Map: <http://www.tbs-sct.gc.ca/dfpr-rbif/pn-nb/10705-eng.aspx?qid=23397483>

Bidders are requested to communicate with the Contracting Authority no later than three (3) business days prior to the site visit date to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 2.4 Enquiries - Bid Solicitation

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

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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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies and 1 electronic copy on USB key)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (2 hard copies and 1 electronic copy on USB key)

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements and how they will carry out the Work in accordance with the Annex "A", Technical Statement of Requirement and Annex "E", Mandatory Deliverables. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid and Certifications**

- 3.1.1** Bidders must submit their financial bid in accordance with the Financial Proposal in Annex "F". The total amount of Applicable Taxes must be shown separately.

Bidders must submit the certifications required under Part 5.

### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

The Mandatory Technical Criteria are listed in Annex "E", Mandatory Deliverables.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

##### **Unscheduled Work and Evaluation Price**

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

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

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

The Financial Criteria are in the Financial Proposal in Annex "F".

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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. 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 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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 specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the

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Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **5.3 Additional Certifications Precedent to Contract Award**

#### **5.3.1 Welding Certificate**

By submitting a bid, the Bidder certifies that the Welders are certified CSA W47.1 Div.1 or Div. 2 for both new and refit work.

The certification must remain valid for the duration of the contract.

The Bidder must provide a copy of the certification.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

The Contractor must carry out overhauls on three Hiab Sea Cranes in accordance with Annex A – Technical Statement of Requirement. These cranes are located on three individual CCG vessels; CCGS Cove Isle, CCGS Caribou Isle and CCGS Limnos in their respective ports.

Care and Custody of the Vessel will remain with the Canadian Coast Guard during the overhaul.

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

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

##### **1. When Canada requests design change or additional work:**

- a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
  - i. any impact of the design change or additional work on the requirement of the Contract;
  - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form PWGSC-TPSGC 1686, Quotation for Design Change or Additional Work, or the form PWGSC-TPSGC 1379, Work Arising or New Work.
  - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- b. The Contracting Authority will then forward this information to the Contractor.
- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

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

- a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- b. The Contracting Authority will forward the request to the Technical Authority for review.
- c. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
- d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

##### **3. Approval**

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

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## **6.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **6.2.1 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

### **6.2.2 Supplemental General Conditions**

4012 (2012-07-16) Goods - Higher Complexity, apply to and form part of the Contract.

## **6.3 Security Requirements**

**6.3.1** There is no security requirement applicable to this Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of Contract**

The period of the Contract will be from contract award to March 31, 2017.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Dave Green  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Systems Directorate  
Place du Portage, Phase III -6C2  
11 Laurier St.  
Gatineau, QC  
K1A 0S5  
Telephone: 819-420-2900  
Facsimile: 819-956-0897  
E-mail address: Dave.Green@tpsgc-pwgsc.gc.ca

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

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### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

(Contracting Authority will complete at contract award)

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.

### 6.5.3 Requisitioning Authority

The Requisitioning Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

(Contracting Authority will complete at contract award)

The Requisitioning Authority is responsible for DND contract management and is the only organization that can authorize additional work.

### 6.5.4 Contractor's Representative

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Preliminary Work Schedule

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

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

- a. Commencement of Work as defined at Annex A – 5.2.2
- b. All priced work items listed at Annex F
- c. Completion of Work as defined at Annex A – 5.2.2
- d. Dock Trials Period

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price indicated in Annex B – Basis of Payment for the known Work. All Taxes are extra, if applicable.

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

### 6.7.2 Payment for Additional / Unscheduled Work

Payment for unscheduled work shall be in accordance with Annex B as applicable.

### 6.7.3 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

### 6.7.4 Method of Payment

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments.

### 6.7.5 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

### 6.7.6 Discretionary Audit for Additional / Unscheduled Work including Design Change, or Engineering Change or change in the Scope of Work

1. The following are subject to government audit before or after payment is made:
  - (a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged;
  - (b) The accuracy of the Contractor's time recording system;

- (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s); and
    - (d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
  2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### **6.7.7 Time Verification for Additional / Unscheduled Work including Design Change, or Engineering Change or change in the Scope of Work**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### **6.8 Invoicing Instructions**

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

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a. The date;
  - b. Name and address of the consignee;
  - c. A copy of the release document and any other documents as specified in the Contract;
  - d. Item number, quantity, part number, reference number and description;
  - e. Contract number.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Marine Engineering  
Canadian Coast Guard  
520 Exmouth Street  
Sarnia, ON  
N7T 8B1
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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c. One (1) copy must be forwarded to the consignee.

3. Invoices are not to be submitted prior to the shipment or delivery of the goods and services and all invoices must have original signatures and be stamped as "Original".

Payment will not be authorized until all material and services have been inspected and accepted by the Technical Authority.

4. If payment is to be made to an address other than the address on the cover page of the contract, it is to be clearly identified within the body of the contract as the "Remit to" address. This address should include the following:

Company name  
Full Address  
City  
Province/State  
Postal/Zip Code

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (The contracting authority will insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4012 (2012-07-16) Goods - Higher Complexity, apply to and form part of the Contract;
- (c) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- (d) the general conditions 1031-2 (2012-07-16) Contract Cost Principles, apply to and form part of the Contract;
- (e) Annex A, Technical Statement of Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex "C" Unscheduled work procedures; and
- (h) the Contractor's bid dated \_\_\_\_\_.

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## 6.12 Insurance Requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. 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.
  - 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.
  - f. 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.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

s. **For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### 6.13 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to the **Contract Value**. This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

### 6.14 SACC Manual Clauses

A9019C (2011-05-16) Hazardous Waste Disposal

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

### **6.15 Progress Meetings**

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

6.15.1 Weekly update meetings, chaired by the Contracting Authority, will take place by teleconference, generally once a week. Call-in Co-ordinates and timings to be provided by Contract Authority. Contractor attendees at these meetings will, as a minimum, be its Contract (Project) Manager, and Project Planner. The following agenda items will be for discussion and resolution

- i. Schedule Update
- ii. Technical Issues
- iii. Contractual Issues

### **6.16 Dispute Resolution**

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within (15) working days or such additional time as may be agreed to by both parties;
- (b) Failing resolution under (a) above, the Manager of the Machinery and Logistic Support Division of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days;
- (c) Failing resolution under (a) or (b) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days; and
- (d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

### **6.17 Trade Qualifications**

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

### **6.18 Equipment/Systems: Inspection/Test**

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

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File No. - N° du dossier  
049ml, F2599-165154

Buyer ID - Id de l'acheteur  
049ml  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A"**

**TECHNICAL STATEMENT OF REQUIREMENT**

**SEE ATTACHED**

**ANNEX "B"**

**BASIS OF PAYMENT**

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

The Contractor will be paid firm prices as follows, for work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

The Contractor will be paid firm unit prices as follows:

**B1 Contract Firm Price**

**Table A - HIAB Sea Crane 215-3, S#215-755 (CCGS Cove Isle), Parry Sound Ontario**

<b>A)</b>	<b>Known Work</b> For all work as stated in the Annex "A" TSoR, including the following, for a FIRM PRICE of:	<b>Total</b>
1	Uninstall, Overhaul, Reinstall, Testing, Certification and Documentation	\$
2	Supply and Installation of Anti-Two Blocking Device	\$
3	Delivery of the crane to/from Contractor's facility (including loading and unloading on ship and all travel costs): Parry Sound Coast Guard Base, 28 Waubeek Street, Parry Sound, Ontario P2A 1B9	\$
	<b>Subtotal</b>	<b>\$</b>
	<b>Tax as applicable</b>	<b>\$</b>
	<b>Total Firm Price applicable Tax included</b>	<b>\$</b>

**Table B - HIAB Sea Crane 180, S#M/Y 23912 M227 (CCGS Caribou Isle), Amherstburg Ontario**

<b>B)</b>	<b>Known Work</b> For all work as stated in the Annex "A" TSoR, including the following, for a FIRM PRICE of:	<b>Total</b>
1	Uninstall, Overhaul, Reinstall, Testing, Certification and Documentation	\$
2	Supply and Installation of Anti-Two Blocking Device	\$
3	Delivery of the crane to/from Contractor's facility (including loading and unloading on ship and all travel costs): Amherstburg Coast Guard Base, 370 Dalhousie St, Amherstburg, Ontario N9V 1X3	\$
	<b>Subtotal</b>	<b>\$</b>
	<b>Tax as applicable</b>	<b>\$</b>
	<b>Total Firm Price applicable Tax included</b>	<b>\$</b>

**Table C - HIAB Sea Crane 110, S# M/Y 03808-238 (CCGS Limnos), Burlington Ontario**

<b>C)</b>	<b>Known Work</b> For all work as stated in the Annex "A" TSoR, including the following, for a FIRM PRICE of:	<b>Total</b>
1	Uninstall, Overhaul, Reinstall, Testing, Certification and Documentation	\$
2	Delivery of the crane to/from Contractor's facility (including loading and unloading on ship and all travel costs): Canada Centre of Inland Waters (CCIW), 867 Lakeshore Rd, Burlington, Ontario L7S 1A1	\$
	<b>Subtotal</b>	\$
	<b>Tax as applicable</b>	\$
	<b>Total Firm Price applicable Tax included</b>	\$

<b>Total Firm Price – Contract Firm Price (Sub-totals Table A + B + C)</b>	<b>\$</b>
<b>Total Taxes</b>	<b>\$</b>
<b>Total Firm Price – Applicable Taxes Included</b>	<b>\$</b>

All prices are in Canadian dollars (CAD) and include all applicable Customs Duties and Taxes.

**B2 Unscheduled Work**

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

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

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

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

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

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

#### Pro-rated Prices Unscheduled Work

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

#### **B3 Overtime**

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

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

- a. Time and One Half<sup>\*\*</sup>: \$ \_\_\_\_\_ per hour; or
- b. Double Time<sup>\*\*\*</sup>: \$ \_\_\_\_\_ per hour

This rate shall be a blended rate for all classes of labour, engineering and foreperson and shall include all overheads, supervision and profit.

These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

\* Regular time is defined as an 8 hour work day.

\*\* Time and One Half is defined as time in excess of the Regular Time\*.

\*\*\* Double Time is defined as Sundays and Statutory Holidays.

## ANNEX "C"

### PROCEDURE FOR PROCESSING ADDITIONAL / UNSCHEDULED WORK

#### 1 Purpose

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

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

#### 2 Definitions

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

#### 3 Procedures

- (a) The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all Unscheduled Work;
- (b) Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own

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authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract;

- (c) The Technical Authority will initiate a work estimate request by defining the Unscheduled Work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request;
- (d) Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain Unscheduled Work should be carried out;
- (e) The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Unscheduled Work requirement in accordance with Sub. Paragraph 3(c);
- (f) The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.

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

- (g) The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.
- (h) After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the Unscheduled Work to proceed;
- (i) In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed Unscheduled Work through the Contracting Authority in writing;
- (j) In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly; and
- (k) In the event that the Technical Authority requires Unscheduled Work of an urgent nature or an impasse has occurred in negotiations, the commencement of the Unscheduled Work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the

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049ml. F2599-165154

Buyer ID - Id de l'acheteur  
049ml  
CCC No./N° CCC - FMS No./N° VME

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audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

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

4 Amendment to Contract or Formal Agreement

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

## ANNEX "D"

### WARRANTY CLAIM PROCEDURES

#### 1. Scope

The following are the procedures that suit the particular requirements for warranty considerations after Work Acceptance.

#### 2. Reporting Failures With Warranty Potential

- a) The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.
- b) These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions. The Technical Authority in conjunction with the Inspection Authority will assume this role.

#### 3. Procedures

- a) Immediately it becomes known to the Ship's Staff or the onsite representative 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 (TA) when a defect, which is considered to be directly associated the Work, has occurred.
  - II. On reception of the advice, the TA will review the Specification and the Acceptance Document and will consult with the Inspection Authority (IA) and the Contracting Authority (CA) as required to confirm if the reported defect is subject to warranty or not. Following the verification of a valid/invalid warranty claim, the TA in consultation with the Ship's Staff or the onsite representative will complete the Tombstone Data and section 1 of the Warranty Claim Form (Refit) Appendix 1 of Annex E. In case of an invalid claim, the TA will complete the appropriate portion of the Section 5 of the claim and will return the claim to the onsite representative with a copy to the CA. If the claim is deemed valid, the TA will forward the original to the Contractor for review and investigation with a copy to the CA.

Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.
- b) On reception of the warranty claim, the Contractor must review the claim, investigate and determine their position:
  - I. Assuming the Contractor accepts full responsibility for repair, the Contractor completes the appropriate portion of the Section 2 providing details on actions to be taken with date and location and return it to the TA with copy to the CA; or

- II. In the event that the Contractor disputes the claim and disclaims its responsibility or agrees to share the responsibility, the contractor is to complete the appropriate portion of the Section 2, providing reasons supporting its position and return the claim to the CA with copy to the TA.
- c) When a warranty defect claim is disputed by the Contractor, the CA will collect all the available information, will consult with the TA and IA as required and the Contractor and will come to a decision as of how the claim shall be handled. The CA will then complete the Section 3 of the claim and will provide reasons supporting the decision. If the Contractor still dispute the CA's decision then the contract clause 17-Dispute Resolution must be followed.

Depending on the severity of the claim, the CA may recommend that the TA correct the defect using in-house resources or by contracting the work out. In both cases, all associated costs for the repairs are to be recorded as a possible credit against the contract by PWGSC action. Material costs and man-hours expended in correcting the defect will be recorded and entered in Section 4 of the Warranty Claim Form. On completion of the repair work, the TA will forward the Warranty Claim Form to the CA. During that whole process the TA will ensure that defective parts 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.
- e) Upon acceptance of the warranty claim and related corrective actions by the Contractor, Canada or both, the TA will ensure that the work is accepted and the warranty claim is closed out. By acting in this manner, the TA will ensure that the appropriate portion of the Section 5 of the Warranty Claim is completed and signed by the required authorities and representatives and will forward to IA, CA and Contractor.

#### **4. Liability**

- a) Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
  - I. The Contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
  - II. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
  - III. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- b) In the event of a dispute as in paragraph 3, iii, the Contracting Authority will take necessary action with the Contractor while the Technical Authority will inform its Senior Management and will take appropriate action to ensure that all cost associated to the repair with any pertinent data are recorded.
- 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 remedy the defect, in man-hours and material, will be discussed between the Contracting, Inspection and Technical Authorities to determine the best course of action.

Solicitation No. - N° de l'invitation  
 F2599-165154/A  
 Client Ref. No. - N° de réf. du client  
 F2599-165154

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 049ml. F2599-165154

Buyer ID - Id de l'acheteur  
 049ml  
 CCC No./N° CCC - FMS No./N° VME

	<b>Travaux publics et Services gouvernementaux Canada</b>	<b>Public Works and Government Services Canada</b>		
			<b>APPENDIX 1 TO ANNEX D</b>	

**WARRANTY CLAIM FORM (Refit)**  
**FORMULAIRE DE RÉCLAMATION DE GARANTIE (Radoub)**

Vessel Name - Nom du navire	File No. - No. du dossier	Contract No. - No. du contrat
Customer Department - Ministère client		Warranty Claim Serial No. No. de série de réclamation de garantie

Defect's Impact on Vessel's Operations Conséquence du défaut sur les opérations du navire			The Defect Must Be Corrected; Le défaut doit être corrigé;		
Vessel out of service Navire hors d'usage	Vessel Limited Operation Opération réduite du navire	No immediate consequence Sans conséquence immédiate	Immediately Immédiatement	When directed by Canada Tel qu'avisé par le Canada	To be agreed between Canada and Contractor À être entendue entre le Canada et l'entrepreneur

**1. Description of the Defect - Description du défaut**

**Note:** This section must be filled by Technical Authority (TA) in consort with the Ship's Staff (on site responsible). On a determination of a valid claim, the TA will forward the claim to the Contractor and CC the Contracting Authority (CA). - Cette section doit être complétée par l'Autorité Technique conjointement avec l'équipage (responsable sur place). Si la réclamation est jugée valable l'AT transmettra la réclamation à l'entrepreneur avec copie à l'Autorité Contractante (AC).

Reference to Contract Article and/or Specification No.  
 Référence à l'article du contrat et/ou devis no.

Description

Prepared by the on site responsible Préparé par le responsable sur place	Date	Approved by Technical Authority Approuvé par l'Autorité Technique	Date
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Solicitation No. - N° de l'invitation  
F2599-165154/A  
Client Ref. No. - N° de réf. du client  
F2599-165154

Amd. No. - N° de la modif.  
File No. - N° du dossier  
049ml. F2599-165154

Buyer ID - Id de l'acheteur  
049ml  
CCC No./N° CCC - FMS No./N° VME

2. Contractor's Investigation and Position - Examen et position de l'entrepreneur	
<b>Note:</b> The Contractor must investigate the claim, determine its position, complete this section 2 and return the claim to the TA and cc the CA. - L'entrepreneur doit faire l'examen de la réclamation, déterminer sa position, compléter la présente section 2 et retourner la réclamation l'AT avec copie à l'AC.	
Contractor recognizes its total responsibility and will proceed with corrective action(s) L'entrepreneur reconnaît son entière responsabilité et corrigera le défaut	
Provide details on action(s) to take place with date and location. Fournir les détails de(s) action(s) qui seront prise ainsi que la date et le lieu.	
Contractor recognizes a partial responsibility. L'entrepreneur reconnaît une responsabilité partielle.	
Provide details supporting the above position with proposed sharing. Fournir les détails justifiant la position ci-dessus ainsi que le partage proposé.	
Contractor disclaims any responsibility. L'entrepreneur refuse toute responsabilité.	
Provide details supporting the above position. Fournir les détails justifiant la position ci-dessus	
Contractor's representative Représentant de l'entrepreneur	Date

Solicitation No. - N° de l'invitation  
F2599-165154/A  
Client Ref. No. - N° de réf. du client  
F2599-165154

Amd. No. - N° de la modif.  
File No. - N° du dossier  
049ml, F2599-165154

Buyer ID - Id de l'acheteur  
049ml  
CCC No./N° CCC - FMS No./N° VME

**3. PWGSC - CA's decision in case of Contractor partial responsibility or disclaim of responsibility - Décision de l'AC de TPSGC en cas de reponsabilité partagée ou de refus de responsabilité de la part de l'entrepreneur.**

Reasons supporting PWGSC-CA's decision.  
Raisons justifiant la décision de l'AC de TPSGC

**4. Costs record if requested by PWGSC-CA - Annotation des coûts si requis par l'AC de TPSGC**

When requested by the PWGSC-CA the customer department must record in this section the costs associated to the repair of the defect.  
Lorsque demandé par l'AC de TPSGC le ministère client doit annoter dans cette section les coûts associés à la réparation du défaut.

Confirmed by the Technical Authority  
Confiriné par l'Autorité Technique

Date

Solicitation No. - N° de l'invitation  
 F2599-165154/A  
 Client Ref. No. - N° de réf. du client  
 F2599-165154

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 049ml, F2599-165154

Buyer ID - Id de l'acheteur  
 049ml  
 CCC No./N° CCC - FMS No./N° VME

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<b>5. Work Acceptance and Warranty Claim Closing - Acceptation des travaux et fermeture de la réclamation de garantie</b>					
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<b>Valid claim corrected by the Contractor and work accepted by Canada -    Réclamation valable corrigée par l'entrepreneur et travaux acceptés par le Canada</b>					
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Remarks Remarques					
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Contractor's representative - Représentant de l'entrepreneur			Inspection Authority - Autorité d'inspection		
Date			Date		

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<b>Valid claim corrected by the Contractor and Canada and work accepted by Canada -    Réclamation valable corrigée par l'entrepreneur et le Canada et travaux acceptés par le Canada</b>					
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Remarks Remarques					
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Contractor's representative - Représentant de l'entrepreneur			Inspection Authority - Autorité d'inspection		
Date			Date		

Technical Authority- Autorité technique			Contracting Authority - Autorité contractante		
Date			Date		

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<b>Valid claim corrected by Canada and work accepted by Canada -    Réclamation valable corrigée par le Canada et travaux acceptés par le Canada</b>					
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Remarks Remarques					
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Inspection Authority - Autorité d'inspection			Technical Authority- Autorité technique		
Date			Date		

Contracting Authority - Autorité contractante					
Date					

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<b>Invalid claim - Réclamation non fondée</b>					
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Remarks Remarques					
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Technical Authority- Autorité technique			Contracting Authority - Autorité contractante		
Date			Date		

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**ANNEX "E"**

**MANDATORY DELIVERABLES WITH BID**

Item #	Deliverables	Compliant		Reference to applicable page and paragraph of Proposal
		Yes	No	
1	Preliminary Project Plan and Schedule. In accordance with article 6.6, Bidder must provide with their proposal a schedule and confirmation that they are able to complete all requirements of Annex A no later than March 31, 2017.			
2	Bidder Past Experience. Bidder must provide with their proposal objective evidence that they have successfully completed work similar in size and scope in the last five (5) years. The contractor must demonstrate expertise in the following fields: <ul style="list-style-type: none"> <li>• Hydraulic Crane Overhaul and Repair</li> <li>• Fusion Welding For Steel Structures</li> </ul>			
3	Proof of Welding Certificates			

**ANNEX "F"**

**FINANCIAL BID PRESENTATION SHEET**

The bidder must complete this price schedule and include it in its financial offer once completed.

**F1 Price for Evaluation:**

<b>A)</b>	<b>Known Work - HIAB Sea Crane 215-3, S#215-755 (CCGS Cove Isle)</b> For all work as stated in the Annex "A" TSOR, including the following, for a FIRM PRICE of:	
1	Uninstall, Overhaul, Reinstall, Testing, Certification and Documentation	\$
2	Supply and Installation of Anti-Two Blocking Device	\$
3	Delivery of the crane to/from Contractor's facility (including loading and unloading on ship and all travel costs): Parry Sound Coast Guard Base, 28 Waubeek Street, Parry Sound, Ontario P2A 1B9	\$
<b>B)</b>	<b>Known Work - HIAB Sea Crane 180, S#M/Y 23912 M227 (CCGS Caribou Isle)</b> For all work as stated in the Annex "A" TSOR, including the following, for a FIRM PRICE of:	
1	Uninstall, Overhaul, Reinstall, Testing, Certification and Documentation	\$
2	Supply and Installation of Anti-Two Blocking Device	\$
3	Delivery of the crane to/from Contractor's facility (including loading and unloading on ship and all travel costs): Amherstburg Coast Guard Base, 370 Dalhousie St, Amherstburg, Ontario N9V 1X3	\$
<b>C)</b>	<b>Known Work - HIAB Sea Crane 110, S# M/Y 03808-238 (CCGS Limnos)</b> For all work as stated in the Annex "A" TSOR, including the following, for a FIRM PRICE of:	
1	Uninstall, Overhaul, Reinstall, Testing, Certification and Documentation	\$
2	Delivery of the crane to/from Contractor's facility (including loading and unloading on ship and all travel costs): Canada Centre of Inland Waters (CCIW), 867 Lakeshore Rd, Burlington, Ontario L7S 1A1	\$

<b>D)</b>	<b>Unscheduled Work – Contractor Labour Cost</b>	
	Estimated labour hours at a firm charge out labour rate including overhead and profit for evaluation purposes only:	
	150 person hours x \$ _____ per hour for a PRICE of: See Annex F, article F2.1 and F2.2 below.	\$ _____
	Overtime premium for time and one half: Estimated hours for evaluation purposes only: 50 person hours x \$ _____ per hour for a PRICE of: See Annex F, article F3 below.	\$ _____
	Overtime premium for double time: Estimated hours for evaluation purposes only: 50 person hours x \$ _____ per hour for a PRICE of: See Annex F, article F3 below.	\$ _____
<b>E)</b>	<b>Evaluation Price</b>	
	<b>[A + B + C + D] for an EVALUATION PRICE (applicable taxes excluded) of:</b>	\$ _____

**F2 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 \$ \_\_\_\_\_ for the Contractor's firm hourly charge-out labour rate. This rate is to include consumables, overhead and profit. The net laid-down cost of materials which may include a mark-up of ten (10) percent plus applicable taxes. The firm hourly charge-out labour rate and the material mark- up will remain firm for the duration of the Contract including any subsequent amendments.

- F2.1: Notwithstanding definitions or usage elsewhere in the Contract or in the Contractor's Cost Management System, when negotiating hours for unscheduled work PWGSC will consider only those hours of labour directly involved in the production of the subject work package.
- F2.2: Allowance for related labour costs such as management, all supervision, purchasing and material handling, quality assurance and reporting, first aid, gas free certification inspecting and reporting and estimating and preparing unscheduled work submissions will be included as overhead for the purposes of determining the charge-out labour rate as entered in section H2 above.
- F2.3: The ten (10) percent mark-up rate for material will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowable in the charge out labour rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**Pro-rated Prices Unscheduled Work**

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

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### F3 Overtime

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

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

- a. Time and One Half\*\*: \$ \_\_\_\_\_ per hour; or
- b. Double Time\*\*\*: \$ \_\_\_\_\_ per hour

This rate shall be a blended rate for all classes of labor, engineering and foreperson and shall include all overheads, supervision and profit.

These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

\* Regular time is defined as an 8 hour work day

\*\* Overtime Time and One-Half Rate is defined as time in excess of the regular time\*,.

\*\*\* Overtime Double Time Rate is defined as Sundays and Statutory Holidays Pro-rated Prices

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **CCGS Cove Isle, Caribou Isle, Limnos HIAB Crane Overhaul**

Specification No: Spec #829.16

Date: Dec 2016

Revision No: v2

Prepared by Marine Engineering  
520 Exmouth Street  
Sarnia, Ontario  
N7T 8B1

Spec Item:	Specification	TCMS Field #:
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<b>General Notes</b>		

## 2.0 GENERAL NOTES

### 2.1 Identification

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

### 2.1.2 Work Period

The work associated with these specifications must be completed in accordance the schedule at 5.2.2. All work must be completed by March 31, 2017.

### 2.2 References

2.2.1 Applicable Regulations and Documentation'

<b>FSSM Procedures</b>		<b>Title</b>	<b>Included Yes/No</b>
7.B.2		Fall Protection	
7.A.1		Assessing Risk	
7.A.10		Handling and Containing Asbestos Materials	
7.B.3		Entry Into Confined Spaces	
7.B.4		Hotwork	
7.B.5		Lockout and Tagout	
7.B.6		Electrical Safety – Energized Circuits	
7.E.5		Handling, Storage & Disposal of Hazardous Material	
8.B.2		Fire Prevention and Detection	
10.A.6		Pain and Other Coatings	
10.A.7		Contractor Safety and Security	
Ship Specific		Vessel Specific - Asbestos Management Plan	
<b>Publications</b>			
TP3177E		Standard for the Control of Gas Hazards in	

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		Vessels to be Repaired or Altered	
T127E		Transport Canada Marine Safety Electrical Standard	
IEEE 45		Recommended Practice for Electrical Installation on Ships	
CSA W47.1		Certification of Companies for Fusion Welding of Steel Structures Division 2 Certification	
CSA W47.2		Certification of Companies for Fusion Welding of Aluminum	
CSA W59		Welded Steel Construction – Metal Arc Welding	
CSA W59.2		Welded Aluminum Construction	
CT-043-eq-eg-001-E		Canadian Coast Guard Welding Specification	Available from TA
<b>Acts</b>			
CSA		Canada Shipping Act	
CLC		Canada Labour Code	
<b>Regulations</b>			
MOHS		Maritime Occupational Health and Safety	

### 2.3 Occupational Health and Safety

- 2.3.1 The Contractor and all sub-contractors must follow Occupational Health and Safety (OHS) procedures in accordance with applicable federal and provincial OHS regulations ensuring that Contractor activities are carried out in a safe manner and do not endanger the safety of any personnel.
- 2.3.2 The Contractor and the Contractor's employees, including any sub-contractors must attend a safety orientation meeting of the vessel prior to the commencement of any work in order to familiarize the

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Contractor's employees with ship specific hazards and permit systems for work protocols as well as procedures for Security, Hazard Prevention, Hazard Intervention and Pre-Job Safety Assessments. The Contractor will have access to an uncontrolled copy of the Fleet Safety and Security Manual.

- 2.3.3 The Contractor must comply with the Fleet Safety and Security Manual, DFO/5737 and shipboard work instructions in addition to the applicable Canada Labour Code regulations while performing all work aboard.
- 2.3.4 For the purpose of the Lock Out/Tag Out procedure the Contractor must supply locks and locking devices for the Contractor's employees in addition to those provided by the Chief Engineer for the ship's crew.
- 2.3.5 The Contractor and Contractor's employees will not have access to the vessel's washrooms and crew mess facilities. The Contractor must provide the necessary amenities for the Contractor's and sub-contractors employees as required.

## **2.4 Access to Worksite**

- 2.4.1 The Contractor must ensure the TA and CG staff has unrestricted access to the worksite at all times during the contract period. The Contractor must advise the TA and CG Staff of the appropriate Personal Protective Equipment (PPE) required to access the job site.

## **2.5 Workplace Hazardous Materials Information System (WHMIS)**

- 2.5.1 The Contractor must provide the TA with Material Safety Data Sheets (MSDS) for all Contractor supplied WHMIS controlled products.
- 2.5.2 The TA will provide the Contractor with access to MSD sheets for all controlled products on the ship for all specified work items.

## **2.6 Smoking in the Work Space**

- 2.6.1 The Contractor must ensure compliance with the Non- Smokers' Health Act. The Contractor must ensure that every employer, and any person acting on behalf of an employer, must ensure that persons refrain from smoking in any work space under the control of the employer. The Contractor must ensure that there is absolutely no smoking onboard the vessel.

## **2.7 Clean and Hazard Free Worksite**

- 2.7.1 Before the Contractor starts any work on the vessel the Contractor's Quality Assurance Representative, the TA must walk through each space and area where work is to take place, including access and removal routes and areas adjacent to those where the work is to be done as a

Spec Item:	Specification	TCMS Field #:
2		
<b>General Notes</b>		

result of this specification. The Contractor's Quality Assurance Representative must take digital pictures of each area showing the outfit therein and download the photos in JPG format onto a CD or DVD. Each picture must be dated and labeled as to the location on the vessel. Copies of this CD or DVD are to be provided to the TA for reference purposes within 48 hours of the start of the contract.

- 2.7.2 The Contractor, during the work period must maintain those areas of the vessel which Contractor personnel use to access those areas where work is to be undertaken, in a clean condition, free from debris and remove garbage daily.
- 2.7.3 Areas that pose a hazard as a result of the specification work are to be secured and clearly identified by the Contractor with signage to advise and protect all personnel from the hazard in accordance with applicable Canada Labour Code requirements.
- 2.7.4 Upon completion of this contract, the Contractor must be responsible for the removal of all garbage generated from the work of this specification and for returning the vessel to the state of cleanliness in which the vessel was at the start of the contract period.
- 2.7.5 Once all known work and final clean-up has been completed the Contractor's QA Representative, the TA must perform a 'walk through' of the vessel to view all areas where work was performed by the Contractor. Any deficiencies or damage noted must be recorded and compared to the photos and if deemed to have been caused by the Contractor as a result of the work the damage must be repaired by the Contractor at no cost to the Coast Guard.

## **2.8 Fire Protection**

- 2.8.1 The Contractor must ensure the isolation, removal and installation of fire detection and suppression systems or any components thereof, is performed by a qualified technician. When the fire detection or fire suppression system is deactivated or disabled by the Contractor during the contract, the system(s) must be recertified by a qualified technician as fully functional. A signed and dated original copy of the certificate must be delivered to the TA before the end of the contract.
- 2.8.2 The Contractor must notify the TA and obtain written approval from the TA prior to disturbing, removing, isolating, deactivating / disabling or locking out any part of the fire detection or suppression systems, including heat and smoke sensors.
- 2.8.3 The Contractor must ensure protection against fire at all times including when working on the ship's fire detection and / or suppression system(s). This may be accomplished as suggested below and only with the written permission of the TA:

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2		
<b>General Notes</b>		

- Disabling only one portion of a system at a time;
- By maintaining system function using spares while work is in progress;
- Other means acceptable to and approved by the TA.

2.8.4 The Contractor must note that failure to take the necessary precautions while performing work on the vessel's fire suppression system(s) could result in the accidental discharge of the fire suppression agent(s). The Contractor must recharge and certify at his cost, container(s) or systems that are discharged as a result of such work.

## **2.9 Touch-up / Disturbed Paint**

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

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

## **2.10 CCG Employees and Others on the Vessel**

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

## **2.11 Regulatory Inspections and/or Class Surveys**

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

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

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

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

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<b>General Notes</b>		

## **2.12 Test Results and Data Book**

- 2.12.1 The Contractor must develop a Test and Trials Plan which must include as a minimum, all tests and trials stated in the specification. This plan must be provided for TA review within one (1) week of contract award.
- 2.12.2 All tests, measurements, calibrations and readings must be recorded, signed by the person taking the measurements, dated and provided in report format both in hard copy and electronic format, to the TA and TCMS.
- 2.12.3 Recorded dimensions must be to a precision of three decimal places (unless otherwise stated) in the measuring system currently in use on the vessel.
- 2.12.4 The Contractor must provide to the TA current and valid calibration certificates for all instrumentation used in the Test and Trials Plan showing that the instruments have been calibrated in accordance with the manufacturer's instructions.
- 2.12.5 Should extra or new work be added to the contract, the Test and Trials Plan must be updated by the Contractor to reflect the additional inspection, testing and trials that have taken place.
- 2.12.6 Hard copy reports must be bound in standard 3-ring binders, type written on letter size paper and indexed by specification number. Electronic copies must be in unprotected Adobe PDF format and provided on memory sticks. The Contractor must provide three (3) hard copies and two (2) electronic copies of all reports to the TA.
- 2.12.7 All documentation from the contract period must be inserted in a data book and delivered to the TA on completion of the contract.

## **2.13 Contractor Supplied Materials and Tools**

- 2.13.1 The Contractor must ensure all materials are new and unused.
- 2.13.2 The Contractor must ensure replacement material such as jointing, packing, insulation, small hardware, oils, lubricants, cleaning solvents, preservatives, paints, coatings etc. are in accordance with the equipment manufacturer's drawings, manuals and/or instructions.
- 2.13.3 Where no particular item is specified or where substitution must be made, the TA must approve the substituted item in writing. The Contractor must provide information about materials used, certificate of grade and quality of various materials to the TA prior to use.
- 2.13.4 The Contractor must provide all equipment, devices, tools and machinery such as welding machines, crange, staging, scaffolding and rigging necessary for the completion of the work in this specification.

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2		
<b>General Notes</b>		

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

#### **2.14 Government Supplied Materials & Tools**

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

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

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

#### **2.15 Restricted Areas**

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

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

#### **2.16 Contractor Inspections and Protection of Equipment and the Worksite**

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

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

2.16.3 The Contractor must protect all equipment and surrounding areas from damage. Work areas are to be protected from the ingress of water,

Spec Item:	Specification	TCMS Field #:
2		
<b>General Notes</b>		

welding and blasting grit etc. Temporary covers to work areas must be installed.

**2.17 Recording of Work in Progress**

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

**2.18 List of Confined Spaces**

2.18.1 The Contractor may request a list of the vessel’s identified confined spaces at any time during the solicitation.

**2.19 Lead Paint and Paint Coatings**

- 2.19.1 The Contractor must not use lead based paints.
- 2.19.2 CG ships have been painted with lead based paints in the past and as a result some of the Contractor’s processes such as grinding, welding and burning may release this lead from the coatings. The Contractor must ensure that coatings in the affected work areas are tested for lead content and that the work is performed in accordance with applicable Federal and Provincial regulations.
- 2.19.3 The Contractor must have in place a Lead Paint Abatement Program in order to deal with any lead paint discovered in the course of this specification.
- 2.19.4 Any expenses due to lead remediation (containment, disposal, etc.) will be negotiated using form PWGSC 1379, as applicable.

**2.20 Asbestos Containing Materials**

- 2.20.1 The Contractor must not use any asbestos containing materials.
- 2.20.2 Handling of any asbestos containing materials must be performed by personnel trained and certified in the removal of asbestos in accordance with Federal, Provincial and Municipal regulations in effect and in accordance with the Fleet Safety and Security Manual. The Contractor must provide the TA with disposal certificates for all asbestos containing material removed from the vessel indicating that the disposal was in accordance with Federal, Provincial and Municipal regulations in effect.

**2.21 Removed Materials and Equipment**

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

Spec Item:	Specification	TCMS Field #:
2		
<b>General Notes</b>		

**2.22 Welding Certification**

- 2.22.1 For any item requiring the application of fusion welding for steel structures, the Contractor or his Sub-Contractors must be certified in accordance with the Canadian Welding Bureau, CSA\ACNOR W47.1; Division 1 or 2 certification – latest revision.
- 2.22.2 For any item requiring the application of fusion welding for stainless steel structures, the Contractor or his Sub-Contractors must be certified in accordance with the Canadian Welding Bureau, CSA\ACNOR AWS; Division 16 certification – latest revision.
- 2.22.3 For any item requiring the application of fusion welding to aluminum structures, the Contractor or his Sub-Contractors must be certified in accordance with the Canadian Welding Bureau, CSA\ACNOR W47.2; Division 1 or 2 certification – latest revision.
- 2.22.4 The Contractor must provide documentation to the Technical Authority clearly identifying the welding certification of all employees performing any welding included in this specification.

**2.23 Electrical Installations**

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

**2.24 Electric Power**

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

Spec Item:	Specification	TCMS Field #:
3		
<b>LIST OF ACRONYMS</b>		

### 3.0 LIST OF ACRONYMS

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

Spec Item:	Specification	TCMS Field #:
4		
<b>Vessel Particulars</b>		

#### 4.0 VESSEL PARTICULARS

##### Vessel #1:

Name: CCGS Cove Isle  
Type: Type 800 Buoy Tender  
Ice Class: Inland Water Class II  
Year Built: 1980

##### Principal Dimensions:

Length: 20 m (65.6 ft)  
Breadth, molded: 6 m (19.7 ft)  
Loaded Draft: 1.7 m (5.6 ft)  
Tonnage, displ: 92.05 tonnes

Crane : HIAB SEA Crane 215-3, S#215-755

Location; Parry Sound Coast Guard Base, 28 Waubeek Street, Parry Sound, Ontario P2A 1B9

##### Vessel #2:

Name: CCGS Caribou Isle  
Type: Type 800 Buoy Tender  
Ice Class: Inland Water Class II  
Year Built: 1985

##### Principal Dimensions:

Length: 23 m (75.5 ft)  
Breadth, molded: 6 m (19.7 ft)  
Loaded Draft: 1.4 m (5.3 ft)  
Tonnage, displ: 92.08 tonnes

Crane: HIAB SEA Crane 180, S#M/Y 23912 M227

Location; Amherstburg Coast Guard Base, 370 Dalhousie St, Amherstburg, Ontario N9V 1X3

Spec Item:	Specification	TCMS Field #:
4		
<b>Vessel Particulars</b>		

**Vessel #3:**

Name: CCGS Limnos  
Type: Mid Shore Science Vessel  
Ice Class: Inland Water Class I  
Year Built: 1968

Principal Dimensions:

Length: 44.8 m (147 ft)  
Breadth, molded: 9.75 m (32 ft)  
Loaded Draft: 2.6 m (8 ft)  
Tonnage, displ: 615 tonnes

Crane: HIAB SEA Crane 110, S# M/Y 03808-238

Location; Canada Centre of Inland Waters (CCIW), 867 Lakeshore Rd,  
Burlington, ON L7S 1A1

Spec Item:	Specification	TCMS Field #:
5		
<b>Vessel Availability</b>		

## 5.0 VESSEL AVAILABILITY

### 5.1 Viewing

5.1.1 The vessels will be available for viewing on January 24, 25 and 26, 2016. Contractors wishing to bid on the work should make every attempt at attending the viewing of each vessel.

### 5.2 Contract Work

5.2.1 Each vessel will be docked in its associated homeport as noted in Section 4.0. It is the contractor's responsibility to go to each location to carry out work on each of the three vessels. Contractor must uninstall and remove the Hiab Sea Crane's from each vessel, overhaul them at the contractor's facility, and return and re-install them on each vessel.

#### 5.2.2

CCGS Vessel	Removal – Date Range		Installation – Date Range	
	Start Date	End Date	Start Date	End Date
Cove Isle	Jan. 3, 2017	March 1, 2017	March 16, 2017	March 31, 2017
Cove Caribou Isle	Jan. 3, 2017	March 1, 2017	March 16, 2017	March 31, 2017
Limnos	Jan. 3, 2017	March 1, 2017	March 20, 2017	March 31, 2017

Note: Contractor must allow sufficient time to complete all tasks associated with this requirements including all testing and trials.

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

## 6.0 HIAB CRANE OVERHAUL – THREE (3) VESSELS

### 6.1 Identification

6.1.1 CCG has the requirement to carry out overhauls on three Hiab Sea Cranes. These cranes are located on three individual CCG vessels; CCGS Cove Isle, CCGS Caribou Isle and CCGS Limnos. Contractor must uninstall and unload the crane from each vessel in its associate homeport, transport the crane to contractors overhaul facility, complete overhaul of all three cranes, deliver cranes back to each associated vessel, reload and reinstall the cranes onboard each vessel and complete re-commissioning and all required lift tests required to certify the cranes under TCMS.

### 6.2 References

#### 6.2.1 Equipment Data – not used

#### 6.2.2 Drawings

Drawing Number	Description	Electronic Number
CMC06-102-GA	Cove Isle GA	
00-1374	Cove- Hydraulic System Diagram	
CMC46-111-GA	Caribou Isle GA	C46111ga1
CMC46-124-MA	Caribou- Deck Crane Arrangement	C46124ma1
CMC46-145-PL	Caribou-Hyd Oil Piping Diagram	C46145pl1
CMC46-172-PL	Caribou-Hyd Oil Piping Diagram	C46172pl1
	Limnos GA page1	
	Limnos GA page2	
	Limnos GA Profile view HIAB stbd side	
	Limnos Photo 1-Seacrane On Vessel	
	Limnos Photo 2-Seacrane Nov 30 2016	
	Limnos Photo 3-Seacrane Nov 30 2016	

#### 6.2.3 Regulations

6.2.3.1 The Contractor must reference the following acts and regulations with respect to the work in this specification item.

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

<b>Acts</b>		
CSA	Canada Shipping Act	
CLC	Canada Labour Code	
<b>Regulations</b>		
MOHS	Maritime Occupational Health and Safety	

## 6.2.4 Standards

6.2.4.1 The Contractor must adhere to the following standards during the completion of the work on these specifications

<b>Publications</b>		
TP3177E	Standard for the Control of Gas Hazards in Vessels to be Repaired or Altered	
T127E	Transport Canada Marine Safety Electrical Standard	
IEEE 45	Recommended Practice for Electrical Installation on Ships	
CSA W47.1	Certification of Companies for Fusion Welding of Steel Structures Division 2 Certification	
CSA W47.2	Certification of Companies for Fusion Welding of Aluminum	
CSA W59	Welded Steel Construction – Metal Arc Welding	
CSA W59.2	Welded Aluminum Construction	

## 6.2.5 Quality Assurance Standards

6.2.5.1 The Contractor must apply the following DFO/5737 – Fleet Safety Manual (FSM) procedures ensuring the safety of the vessel and crew. ([https://buyandsell.gc.ca/cds/public/2014/07/28/9747369257f68915028d19bbe5942a0c/ABES.PROD.PW\\_OLZ.B008.E6139.ATTA012.PDF](https://buyandsell.gc.ca/cds/public/2014/07/28/9747369257f68915028d19bbe5942a0c/ABES.PROD.PW_OLZ.B008.E6139.ATTA012.PDF))

<b>FSSM Procedures</b>	<b>Title</b>	<b>Included Yes/No</b>
7.B.2	Fall Protection	
7.A.1	Assessing Risk	
7.A.10	Handling and Containing Asbestos Materials	
7.B.3	Entry Into Confined Spaces	
7.B.4	Hotwork	
7.B.5	Lockout and Tagout	

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

7.B.6	Electrical Safety – Energized Circuits	
7.E.5	Handling, Storage & Disposal of Hazardous Material	
8.B.2	Fire Prevention and Detection	
10.A.6	Paint and Other Coatings	
10.A.7	Contractor Safety and Security	
	Fleet Guide – Tackle	Yes

### 6.3 Technical (All 3 Vessels)

#### 6.3.1 Crane Removal

- 6.3.1.1 Contractor must provide all material, equipment and labour to remove the Hiab Sea Cranes from each of the three vessels noted in Section 4.0. Contractor must complete this work in each of the vessel's homeports.
- 6.3.1.2 Contractor must drain the crane hydraulic system of fluid and dispose of in accordance with all Federal, Provincial and Municipal regulations in effect.
- 6.3.1.3 Contractor must cap all exposed connections, fittings and open systems to prevent dirt and debris from entering the system while crane is removed.
- 6.3.1.4 Contractor must cap any open penetrations in decks to ensure structure maintains watertight integrity while crane is removed.
- 6.3.1.5 Contractor must remove all dirt and debris associated with the removal of the cranes and dispose of in accordance with this technical specification.
- 6.3.1.6 Contractor must inspect crane bases and associated mounting hardware and note all defects to TA prior to leaving the vessel.
- 6.3.1.7 Contractor must transport the removed crane to their overhaul facility to complete all overhaul work. This facility must be heated and allow all three cranes to be stored inside throughout the overhaul process until such time the cranes are returned to the vessels.
- 6.3.1.8 Contractor must provide all equipment and material to protect and secure cranes for transport. Any damage obtained during transport must be repaired at contractor's expense. Any damage o

#### 6.3.2 Crane Overhaul

- 6.3.2.1 The contractor must overhaul each crane in its own facility using OEM parts. If OEM parts are not available the contractor must identify and

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

inform the TA. All suitable alternatives must be approved by TA prior to installation.

- 6.3.2.2 The contractor must note all defects during the opening and inspection of the equipment at 6.3.2.3. Any additional work as a result of these defects will be negotiated using form PWGSC 1379, as applicable..
- 6.3.2.3 Contractor must open, disassemble and inspect the following;
- All hydraulic cylinders attached to the crane
  - Slewing cylinders
  - Main hydraulic cable winch
  - All control valve blocks
  - All pressure relief valves
  - All back pressure valves
  - All constant flow valves
  - All adjustable flow control valves
  - All bushings, bearings and pins
  - All rigging and sheaves
  - All wear pads, sliders, cradles and stopper pads
  - All steel structures; Pedestal, foundations, jibs
  - All winches, brakes and drums
  - All associated loose gear.
- 6.3.2.4 Contractor must renew all high and low pressure hydraulic hoses.
- 6.3.2.5 Contractor must disassemble, inspect and hone all hydraulic cylinders. Cylinders must be reassembled with new seals and pressure tested prior to re-installation. Any additional work as a result of the inspections will be negotiated using form PWGSC 1379, as applicable.
- 6.3.2.6 Contractor must renew all spool seals in control blocks. Contractor must clean and inspect all port reliefs, lever linkages and pins for wear and ensure proper functionality. Any additional work as a result of the inspections will be negotiated using form PWGSC 1379, as applicable.
- 6.3.2.7 Contractor must disassemble and inspect all hydraulic winches and replace brake kits (as required) and all seals . Any additional work as a result of the inspections will be negotiated using form PWGSC 1379, as applicable. Winches must be bench tested to ensure proper functionality prior to reinstallation.
- 6.3.2.8 Contractor must inspect all steel structures for weld defects and conduct nondestructive thickness metering of boom structures to ensure they are within manufacturer’s tolerances. Report must be provided to TA upon completion. Any additional work as a result of these inspections will be negotiated using form PWGSC 1379, as applicable.

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

- 6.3.2.9 All steel structures must be cleaned, degreased and re-coated with appropriate marine coating system as approved by TA. Colour to be same as existing. All coatings must be applied in accordance with manufacturer’s recommendations.
- 6.3.2.10 All pins, bushing, bearings and sheaves must be thoroughly cleaned and inspected. Each item must be measured for fit and check against manufacturer’s tolerances. All measurements must be noted and provided in final report shown actual against manufacturer’s tolerances. Any additional work as a result of these inspections will be negotiated using form PWGSC 1379, as applicable.
- 6.3.2.11 Contractor must remove wire rope and return to TA. Contractor must supply new wire rope with T5 inspection certificate and install on crane winch.
- 6.3.2.12 Contractor must renew all placards on the crane including but not limited to new SWL limit and labels on control handles.
- 6.3.2.13 Contractor must reinstall all components and complete shop test of all components to ensure no leaks are present and crane preforms total functionality in accordance with original manufacturer’s technical specifications.
- 6.3.3 Reinstallation**
- 6.3.3.1 Contractor must transport cranes back to each vessel in their respective homeports. Contractor must provide all equipment and material to protect and secure cranes for transport. Any damage obtained during transport must be repaired at contractor’s expense.
- 6.3.3.2 Contractor must load and reinstall cranes on the decks of each vessel in accordance with CCG and Manufacturer’s recommendations. Contractor must use new mounting hardware of similar material and grade as original and touch up any disturbed paint.
- 6.3.3.3 Contractor must thoroughly clean out hydraulic tanks and ensure system is free of debris.
- 6.3.3.4 Contractor must inspect and ensure all level gauges are operational within each hydraulic tank.
- 6.3.3.5 Contractor must fill hydraulic system with contractor supplied hydraulic oil meeting manufacturer’s specifications. The Contractor must filter the hydraulic oil charged into the system with Contractor supplied water and contaminant removing filter system to ISO 4406 grade 16/13/8.
- 6.3.3.6 Contract must complete functionality tests on crane to ensure crane is 100% functional and free of leaks or defects. Any leaks or defects must be repaired by contractor at their expense.

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6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

6.3.3.7 Contractor must make all final adjustments to ensure crane is fully functional and accepted by TA.

#### **6.4 Proof of Performance**

##### **6.4.1 Inspections**

6.4.1.1 Upon completion of overhaul the contractor must make each crane available to inspect by TA prior to removing from contractor's facility.

6.4.1.2 Prior to cranes return to vessel the contractor must provide all QC documentation noting no defects remain. This document is to be accepted by TA prior to return to vessel.

6.4.1.3 The Contractor must perform a 100% visual inspection of the base column (including supporting structure below the main deck), slewing column (i.e. the rotating platform) and the boom for corrosion, wastage, and coating system integrity. The Contractor must generate an inspection report documenting the overall condition of the structure and the coating system with photographs and narrative description.

##### **6.4.2 Testing/Trials**

6.4.2.1 Contractor must complete NDT testing of all steel structures and provide report.

6.4.2.2 The Contractor must perform Ultrasonic (UT), or Alternating Current Field Measurement (ACFM) inspection of the critical welds. The Contractor must be prepared to perform UT thickness measurements on steel plate identified for thickness measurement. The Contractor must bid on 50 point measurements, and must provide a per point measurement price.

6.4.2.3 The Contractor must provide NDT operators certified to CAN/CGSB-48.9712-latest edition, Qualification and Certification of Non-Destructive Testing Personnel Level II for the appropriate method. The Contractor must provide copies of the operator's certificates to the TA.

6.4.2.4 The Contractor must prepare the structures and welds for examination, including the removal of coating systems and corrosion if required. Where the Contractor removes the coating system for the NDT examinations, the Contractor must apply two coats of primer and two coats of top coat. The Contractor must feather the paint edges to present a smooth appearance to the completed coating system. Coating must be of similar colour to existing, manufacturer approved and suitable for marine applications.

6.4.2.5 The Contractor will be required to test the function of the movement limiting devices of the boom and hoist movement, and load test the function of the hoist and slewing brakes through full range of motion.

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

- 6.4.2.6 The Contractor will be required to perform a 125% SWL proof load test on the main of the crane. The load test must at a minimum meet the requirements of Schedule 4 of the Cargo, Fumigation, and Tackle Regulations, (SOR/2007-128) regulations. The test weight (dead load only) must be lifted and slewed for the full slewing range at minimum and maximum boom radii as is permitted by the vessel structure. The Contractor must use GSM supplied test weights and place the weights. Contractor must supply a calibrated load cell to measure each weight prior to load test. A copy of a valid calibration certificate must be provided to the TA for the load cell used during the trials. The Contractor must rig the test load weights and operate the crane during all testing of the crane.
- 6.4.2.7 The Contractor must provide 24 hours' notice of the proof test to the TA.
- 6.4.2.8 Contractor must complete a proof load test witnessed by TA to 125% safe working load for the crane.
- 6.4.2.9 Any defects noted during test and trials must be repaired at the contractor's expense.

### **6.4.3 Certification**

- 6.4.3.1 The Contractor must complete all requirements and obtain TCMS approved certificate meeting the requirements under Cargo, Fumigation, and Tackle Regulations, (SOR/2007-128) for inclusion in the ship's tackle register and bearing the signature of the Technical Service Representative before the completion of the contract to the TA. This must include the following;
- Signed T-2 form for crane structural load compliance for each crane.
  - Signed T-4 form for all replaced rings, hooks, shackles, chains, swivels or pulley blocks for each crane.
  - Signed T-5 certificate for new wire rope provided for each crane.
  - Signed T-7 certificate for inspection of all loose lifting gear associated with each crane.

## **6.5 Deliverables**

### **6.5.1 Documentation (Reports/Drawings/Manuals)**

In addition to the reporting and documentation requirements listed at 2.12 Test Results and Data Book, the Contractor must also provide the following.

- 6.5.1.1 The Contractor must submit a report of the work undertaken in this specification section listing all test data and identifying all defects and

Spec Item:	Specification	TCMS Field #:
6		
<b>Hiab Crane Overhaul – Three (3) Vessels</b>		

repairs completed. The report must detail in an unlocked Excel spreadsheet the location and results of each NDT examination. The report must include marked drawings showing the location of each NDT examination on the pedestal and slewing structures, and the main boom. The locations must be labeled and cross referenced with the table.

- 6.5.1.2 The report must also include narrative summaries of work performed and the recorded measurements, and photographs showing the conditions of:
- Axle pin and bush diameters
  - Condition of sheaves, axles pins, bushes, bearings, side plates, blocks, winches
  - Pedestal and boom welds and steel
  - Bill of Material for all new parts, and seals installed;
  - Disposal receipts for waste oil and oily waste.
- 6.5.1.3 The Contractor must provide one original set of paper documents for TCMS forms T-2, T-4, T-5 and T-7 for inclusion in the ship's tackle register and bearing the signature of the Technical Service Representative before the completion of the contract to the TA.
- 6.5.1.4 In addition, the Contractor must provide all certificates, drawings, calibration documents, documents and reports in the formats and quantities specified at 2.12.6 and 2.12.7.

Spec Item:	Specification	TCMS Field #:
6		
<b>Installation of Anti-Two Block Device</b>		

## 7.0 INSTALLATION OF ANTI-TWO BLOCK DEVICE

### 7.1 Identification

7.1.1 CCG has the requirement to supply and install anti-two blocking devices on the Hiab Sea Cranes onboard the **Cove Isle and Caribou Isle only**. These devices will prevent the crane from pulling the hook block through the Jib end block/sheave. The device installed must be OEM approved and supported.

### 7.2 References

7.2.1 **Equipment Data – not used**

7.2.2 **Drawings – not used**

### 7.2.3 Regulations

7.2.3.1 The Contractor must reference the following acts and regulations with respect to the work in this specification item.

<b>Acts</b>		
CSA	Canada Shipping Act	
CLC	Canada Labour Code	
<b>Regulations</b>		
MOHS	Maritime Occupational Health and Safety	

### 7.2.4 Standards

7.2.4.1 The Contractor must adhere to the following standards during the completion of the work on these specifications

<b>7.2.4.2 Publications</b>		
TP3177E	Standard for the Control of Gas Hazards in Vessels to be Repaired or Altered	
T127E	Transport Canada Marine Safety Electrical Standard	

Spec Item:	Specification	TCMS Field #:
6		
<b>Installation of Anti-Two Block Device</b>		

IEEE 45	Recommended Practice for Electrical Installation on Ships	
W47.1	Certification of Companies for Fusion Welding of Steel Structures Division 2 Certification	
CSA W47.2	Certification of Companies for Fusion Welding of Aluminum	
CSA W59	Welded Steel Construction – Metal Arc Welding	
CSA W59.2	Welded Aluminum Construction	

### 7.2.5 Quality Assurance Standards

7.2.5.1 The Contractor must apply the following Feet Safety Manual procedures ensuring the safety of the vessel and crew.

FSSM Procedures	Title	Included Yes/No
7.B.2	Fall Protection	
7.A.1	Assessing Risk	
7.A.10	Handling and Containing Asbestos Materials	
7.B.3	Entry Into Confined Spaces	
7.B.4	Hotwork	
7.B.5	Lockout and Tagout	
7.B.6	Electrical Safety – Energized Circuits	
7.E.5	Handling, Storage & Disposal of Hazardous Material	

Spec Item:	Specification	TCMS Field #:
6		
<b>Installation of Anti-Two Block Device</b>		

8.B.2	Fire Prevention and Detection	
10.A.6	Paint and Other Coatings	
10.A.7	Contractor Safety and Security	
	Fleet Guide – Tackle	Yes

### **7.3 Technical (Cove Isle & Caribou Isle only)**

#### **7.3.1 Anti-Two blocking Device Installation**

- 7.3.1.1 Contractor must provide all technical documentation for anti-two blocking device for approval by TA prior to installation.
- 7.3.1.2 The anti-two blocking device must be approved for use by OEM manufacturer and this documentation must be provided to TA for acceptance prior to installation.
- 7.3.1.3 The anti-two blocking device must be installed in accordance with manufacturer’s recommendations.
- 7.3.1.4 The installed device must not limit the cranes operation in any way including but not limited to; Folded dimension, retracted length, fully extended length, lifting capacity, slewing ability.
- 7.3.1.5 All disturbed metal must be re-coated with manufacturer approved coating suitable for marine environment and of same colour as surrounding material.

#### **7.4 Proof of Performance**

##### **7.4.1 Inspections**

- 7.4.1.1 All welds to be inspected by certified welding inspector and approved as suitable for intended load. Certificate for weld inspector and weld approval must be provided to TA.
- 7.4.1.2 Prior to crane leaving overhaul facility the TA must inspect the anti-two blocking device installation and operation for approval.

##### **7.4.2 Testing/Trials**

- 7.4.2.1 Contractor must demonstrate the functionality of the anti-two blocking device through the full range of operation for each crane. Any deficiencies noted during the test must be repaired by contractor at their expense.
- 7.4.2.2 The Contractor must demonstrate how the installed device in no way limits any original function of the crane.

Spec Item:	Specification	TCMS Field #:
6		
<b>Installation of Anti-Two Block Device</b>		

**7.4.3 Certification**

- 7.4.3.1 The Contractor must complete and sign a TCMS T-4 form for the anti-two blocking device and provide original to TA.
- 7.4.3.2 Contractor must provide all certificates for welding inspector, weld inspection approvals and crane manufacturer acceptance of anti-two block device used on the crane.

**7.5 Deliverables**

**7.5.1 Documentation (Reports/Drawings/Manuals)**

- 7.5.1.1 Contractor must provide all manuals, drawings and associated documentation for the anti-two blocking device.
- 7.5.1.2 The Contractor must provide one original set of paper documents for TCMS forms T-4 for inclusion in the ship’s tackle register and bearing the signature of the Technical Service Representative before the completion of the contract to the TA.  
In addition, the Contractor must provide all certificates, drawings, calibration documents, documents and reports in the formats and quantities specified at 2.12.6 and 2.12.7.

**LIST OF ABBREVIATIONS**

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

5. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

6. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

7. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

8. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

9. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

10. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

**CABLE ALLOCATION**

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

5. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

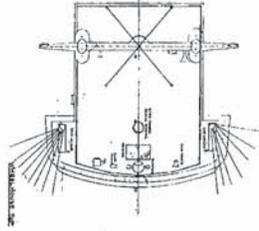
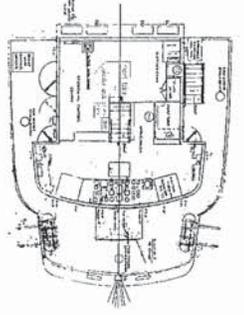
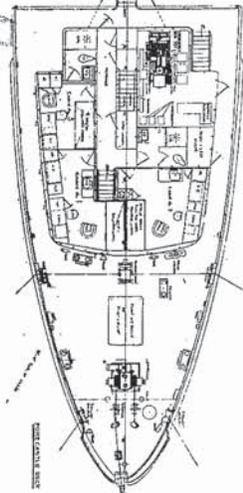
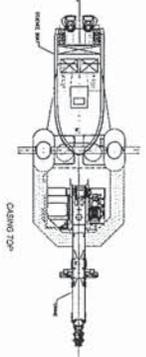
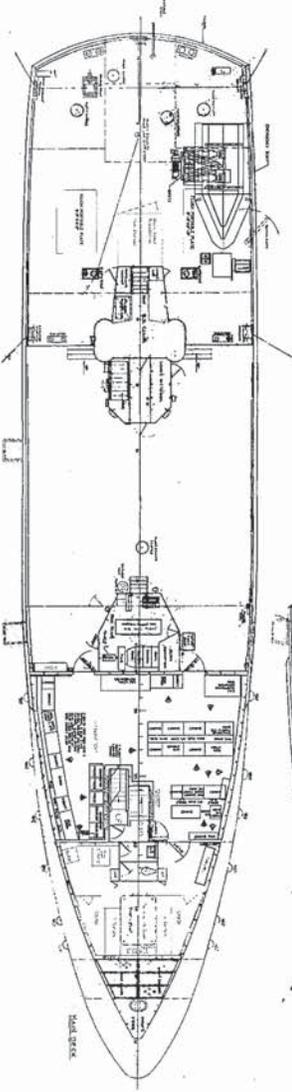
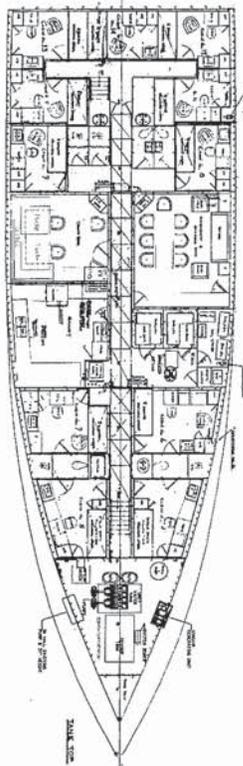
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SHIP NAME	SHIP TYPE	SHIP NUMBER
SHIP CLASS	SHIP CODE	SHIP ID
SHIP STATUS	SHIP DATE	SHIP TIME
SHIP LOCATION	SHIP OPERATOR	SHIP OWNER
SHIP DESIGNER	SHIP MANUFACTURER	SHIP REGISTRY
SHIP WEIGHT	SHIP LENGTH	SHIP BEAM
SHIP DRAUGHT	SHIP SPEED	SHIP RANGE
SHIP FUEL	SHIP PASSENGERS	SHIP CREW
SHIP EQUIPMENT	SHIP FEATURES	SHIP NOTES

**GENERAL NOTES**

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

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3. ALL DIMENSIONS ARE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

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**CONSTRUCTION**

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

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