



CONSTRUCTION
ASSOCIATION OF NOVA SCOTIA
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CONSTRUCTION ASSOCIATION OF NOVA SCOTIA (CANS)

RULES OF PROCEDURE FOR CANS ONLINE BIDDING *for TRADE* CONTRACTORS

Consultation Draft, January 7, 2015

CONSTRUCTION ASSOCIATION of NOVA SCOTIA (CANS)

CANS ONLINE BIDDING for TRADE CONTRACTORS
RULES OF PROCEDURE

To register for updates to these Rules, please complete this form and email it to the CANS.
(See [APPENDIX B](#) for addresses).

Updates to these Rules will be forwarded automatically.

COMPANY NAME: _____

CONTACT NAME: _____

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CITY: _____ PROVINCE: _____ POSTAL CODE: _____

EMAIL ADDRESS FOR UPDATES: onlinebidding@cans.ns.ca

INDEX

	<u>Page</u>
I	
DEFINITIONS	1
II	
ORGANIZATION, PURPOSES AND AMENDMENTS	
1. Purpose of CANS Online Bidding System for Trade Contractors	4
2. Conditions of Use.....	4
3. Organization	4
4. Amendments to the Rules of Procedure.....	5
III	
RULES OF PROCEDURE	
1. Bid Calling Authority	
A. Instructions to <i>Bidders</i>	6
B. <i>Alternative, Separate, Alternate and Unit Prices</i>	7
C. Addenda	7
D. Priority of Documents.....	7
E. Fair Competition	7
F. Pre- <i>Bid</i> Interpretations	8
G. COBS Sections/Divisions and Related Sections	8
H. Over Budget Negotiations	13
I. Contract Limitations	13
2. Bid Submission & Fees	
A. <i>Online Bid Submission</i>	14
B. Fees	14
3. Trade Contractors	
A. Submission of <i>Bids</i>	15
B. <i>Bid</i> Forms	15
C. <i>Bid</i> Content.....	15
D. <i>Bid</i> Withdrawal.....	17
E. Omission of a <i>Bid</i> to a <i>General Contractor</i>	18
F. Bonding	18
4. General Contractors	
A. Intention to <i>Bid</i> (<i>GC Bid</i>)	20
B. <i>Own Forces Bid</i>	20
C. Selection for Use of CANS <i>Online Bidding System for Trade Contractor Bids</i> ..	21
5. CANS Online Bidding for Subcontractors Administration	
A. Local Construction Association Offices	23
B. Reception of Bids.....	23
C. Disposition of <i>Bids</i>	23
D. <i>Bidders</i> List.....	24
E. Named <i>Trade Contractors</i>	24

6.	Contravention of the Rules of Procedure	
A.	Contravention	25
B.	Disqualification of Trade <i>Bids</i>	25
C.	Alterations, Amendments, Clarifications.....	25
D.	Use of Ineligible <i>Bids</i>	25
E.	Complaints.....	26
F.	<i>Decisions</i>	26
G.	<i>Bid</i> Irregularities.....	26
H.	Appeals.....	27
I.	Complaint, Decision & Appeal Procedures.....	27
7.	Online Bidding	
A.	System Failure.....	28
B.	Functionality of a User's Electronic (Computer) System.....	28
C.	Exclusion of Liability – <i>CANS Online Bidding for Trade Contractors</i>	28
8.	Exclusion of Liability	29

IV APPENDICES TO THE RULES OF PROCEDURE

- A. [Standard CANS Online Bidding for Trade Contractors Exclusions](#)
- B. [Regional Association Offices](#)
- C. [Approved Bond Format – CCDC 220](#)
- D. [General Contractor Confirmation Form](#)

V CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULE CLARIFICATIONS

- A. [Rule Clarification No. 1.0](#)
- B. [Rule Clarification No. 2.0](#)
- C. [Rule Clarification No. 3.0](#)
- D. [Rule Clarification No. 4.0](#)
- E. [Rule Clarification No. 5.0](#)
- F. [Rule Clarification No. 6.0](#)
- G. [Rule Clarification No. 7.0](#)

VI [COMPLAINT & APPEAL PROCESS](#)

[CANS Online Bidding System for Trade Contractors FEES](#)

I DEFINITIONS

**CONSTRUCTION ASSOCIATION OF NOVA SCOTIA
(CANS)**

CANS ONLINE BIDDING FOR TRADE CONTRACTORS RULES OF PROCEDURE

I DEFINITIONS

FOR THE PURPOSES OF THESE RULES:

“**Administrator**” means the persons designated by the CANS to administer the *CANS Online Bidding for Trade Contractors Rules of Procedure*.

“**Alternate Price**” means the price for a substituted item or section of the work, to be added to or deducted from the Base Bid price.

“**Alternative Price**” means the price for a substituted item or section of the work or a price for an additional or deleted item or section of the work, to be added to or deducted from the Base Bid price.

“**BCCA**” means the British Columbia Construction Association.

“**Bid**” means a *Trade Contractor’s* online submission to the CANS Online Bidding for Trade Contractors including all required and completed forms, bonds and documentation.

“**Bid Bond**” means a Bid Bond as issued by a licensed surety company authorized to transact the business of surety in the recognized Province of jurisdiction in the approved Bid Bond format and as required by the *Bid Bond* submission process in the *Bid Module*.

“**Bid Calling Authority**” means the *Owner* or the *Owner’s* agent designated as the authority to issue *Project Documents* and receive Bids.

“**Bid Module**” is the instrument for the collection and disposition of *CANS Online Bidding System for Trade Contractors Bids* and related information displayed as an icon within the *Online Plansroom System* operated by the CANS through their assigned service provider(s).

“**CANS Online Bidding System for Trade Contractors**” is the internet based electronic system for the collection and disposition of Bids operated by CANS through the Construction Association of Nova Scotia.

“**Bidder**” means a person or entity who submits a *Bid* to a *General Contractor*.

“**Board**” means the Board of Directors of CANS.

“**CANS**” means the Construction Association of Nova Scotia.

“**Clerical Error**” means minor irregularities in the completion of the bidding documents including, but not limited to, spelling or grammatical errors that do not materially affect the *Bid*.

“**Close Through**” means *Trade Contractor Bids*, which are required to be submitted through the *CANS Online Bidding for Trade Contractors*.

“Conflict” means a circumstance arising out of a variance or inconsistency of requirements between the *Project Documents* and these rules.

“Decision” means the determination of a complaint or an appeal filed pursuant to the procedures established by the *CANS Standard Practices Committee*.

“GC Bid” means a *General Contractor’s* complete submission to the *Owner* including all required and completed documentation.

“General Contractor” means a *User* who receives *Bids* or a contractor who submits a *GC Bid* to the *Owner*.

“Named Bidder” means a trade that is selected to be submitted through the *CANS Online Bidding for Trade Contractors*.

“CANSnet” is the internet based electronic system for the viewing and distribution of *Project Documents* operated by CANS through their assigned service provider(s).

“Owner” means a person or entity that is the legal possessor of the end product. Upon entering into a contract they are responsible for payment to the *General Contractor*.

“Own Forces” means the work performed by a *General Contractor* for a trade section or division that is specified to be bid through the *CANS Online Bidding System for Trade Contractors*. The work of that trade must be carried out by the *General Contractor’s* own employees.

“CANS Standard Practices Committee” means the Committee appointed by the *CANS* Board of Directors to oversee the *CANS Online Bidding System for Trade Contractors*.

“Project Documents” means the bidding and construction documents issued by the *Owner* or its agent including, but not limited to: instructions to bidders, the *GC Bid* form, the contract, supplementary conditions to the contract, drawings, specifications and addenda.

“Selected Bidder” means a *Bidder* who is selected by a *General Contractor* through one of the selection processes set out in Rule III 4.C.(i).

“Separate Price” means a price for an additional or deleted item or section of the work. This is to be added to or deducted from the *Base Bid* price.

“Single Bid” means that a *General Contractor* has received only one *bid* for a trade section and/or division specified. For the purposes of interpretation of these Rules and any *Project Documents* (except where *Project Documents* explicitly state otherwise), where a *Bid* for an individual trade section of work is part of combined *Bid*, then it is to be considered an individual *Bid* for that trade section.

“Successful General Contractor” means the Contractor to whom the *Owner* has awarded the contract.

“Technical Error” means minor irregularities of no particular importance arising merely from the way in which a particular rule is worded provided that they do not materially affect the bid.

“Trade Contractor” means a Contractor who submits a *Bid* to a *General Contractor*.

“Unit Price” means prices for additional or deleted units of work.

“User” means any *Owner, Bid Calling Authority, Contractor, legal representative, partnership, firm, organization or association* involved in the utilization of the system.

“Waived” means to forgo the stipulated requirements of these Rules.

“Working Day” means any day of the week excluding Saturdays, Sundays and statutory holidays.

“Written Notification” means notification received in writing via delivery, mail, facsimile message, *or online notification*.

II ORGANIZATION, PURPOSES & AMENDMENTS

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1. PURPOSE OF THE CANS ONLINE BIDDING SYSTEM FOR SUBCONTRACTORS

The *CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS* is a system for the reception of secured *bids* from *Trade Contractors* to enable those receiving the *bids* to obtain firm quotations in writing and in adequate time to compile their *GC Bids* completely and accurately.

CCDC 17 (2010)-Stipulated Price Contract-Owner and Trade Construction

This fair and equitable process is in the best interest of *Owners*, *Bid Calling Authorities* and both *General* and *Trade Contractors*.

Flowing from this stated purpose is the requirement that *General Contractors* enter into contract with *Selected Bidder(s)* whose bids have been properly submitted and which will be used for sub-contract purposes. Following the submission of *General Contractor Bids*, substitution or replacement of such *Selected Bidder(s)* is subject to specific approval of the *Bid Calling Authority* and/or *Owner*, based upon valid reason or circumstances which were not reasonably evident or assessable prior to the close of *General Contractor Bids*.

The form of contract shall be an unmodified **CCA 1 (2008) Stipulated Price Subcontract**. In the case of a **Construction Management** process the form of contract shall be an unmodified **CCDC 17 (2010)-Stipulated Price Contract-Owner and Trade Construction**. In all cases **CCA/CCDC documents shall be used as the standard**.

The online system was developed to:

- Substantially reduce the potential for *Bidders* to submit non-compliant *Bids*.
- Have *General Contractors* receive the *Bids* in an efficient electronic format that allows a quicker more reliable method of analyzing the *Bids*.
- Reduce the impact on the environment by decreasing the use of paper and the carbon foot print from vehicles used to transport *Bids*.

2. CONDITIONS OF USE

Each *User* of any service or facility of *CANS Online Bidding System for Trade Contractors* shall, by such use, have agreed to be bound by and comply with all terms of the Rules of Procedure and all amendments thereto. *Users* further agree to comply with any and all sanctions or conditions imposed by the *CANS Standard Practices Committee*.

CANS Online Bidding for Trade Contractors may be used by all interested *Bidders* and *Bid Calling Authorities*, regardless of membership in the CANS.

3. ORGANIZATION

The ***CANS Standard Practices Committee shall oversee the operation of the CANS Online Bidding System for Trade Contractors***. The Terms of Reference for this Committee have been established and are available in the 'Help' section of the system.

The Committee will be responsible for:

- a) Recommendations to the *CANS* Board of Directors regarding additions and/or amendments to the Rules of Procedure for the ***CANS Online Bidding System for Trade Contractors***.
- b) Determining procedures for reviewing and deciding complaints.
- c) Determining procedures for reviewing and deciding appeals.
- d) Determining procedures for the imposition and administration of disqualifications, sanctions and penalties.
- e) The designation of the *Administrators* to carry out such functions and responsibilities as determined by the *CANS Standard Practices Committee*.
- f) Determining procedures for the selection of location, Rules of Conduct and procedural matters relating to processes arising out of these Rules.

4. AMENDMENTS TO THE RULES OF PROCEDURE

- A. Any *User* may propose amendments to the Rules of Procedure provided that such proposals shall be made in writing to the *CANS Standard Practices Committee*.
- B. The *CANS Standard Practices Committee* shall submit their recommendations for change to the Board of Directors for decision.
- C. It shall be the responsibility of each *User* to ensure it is aware of, understands and is compliant with all amendments to the Rules of Procedure for the *CANS Online Bidding System for Trade Contractors*.
- D. [Rule Clarifications](#) may be issued from time to time from *the CANS Standard Practices Committee*, which will be available to all interested parties, and such clarifications will form part of the Rules of Procedure for *CANS Online Bidding System for Trade Contractors*.

III RULES OF PROCEDURE

III RULES OF PROCEDURE

1. BID CALLING AUTHORITY

A. Instructions to *Bidders*

Within the Instructions to *Bidders*, *Bid Calling Authorities* shall provide information as follows:

- (i) Specify that the *Trade Contractor Bids* shall close through the *CANS Online Bidding System for Trade Contractors* with bidding information available at a specified online location provided by *CANS Online Bidding System for Trade Contractors*.
- (ii) Specify the date and time for the *CANS Online Bidding System for Trade Contractors* closing, not less than two (2) *working days* prior to *General Contractor* bid closing and up to 2:00:00 PM on the date specified. All times indicated shall refer to LOCAL TIME where the project is located. Accommodate for time zone variances where applicable. There should be no more than two (2) *working days* between the *CANS Online Bidding System for Trade Contractors* closing and the *General Contractors Bid* closing. Recommended schedule for closing is as follows:

<u>General Contractors' Closing Time</u>	<u>CANS Online Bidding System for Trade Contractors Closing Time</u>
2:00 pm Thursday	2:00 pm preceding Tuesday
2:00 pm Friday	2:00 pm preceding Wednesday
2:00 pm Monday	2:00 pm preceding Thursday

- (iii) List the trade sections or divisions of work and their corresponding numbers from within the specifications to which *CANS Online Bidding System for Trade Contractors* is to apply, utilizing complete sections or divisions of work. The usual *CANS Online Bidding System for Trade Contractors* sections/divisions are as defined in Part G. of this section of the Rules. The *Bid Calling Authority* shall ensure that all directly related trades are closed through *CANS Online Bidding System for Trade Contractors*. Those trades which are related as required by *CANS Online Bidding System for Trade Contractors* are as defined in [Part G.](#) of this section of the Rules).
- (iv) Include a statement that *Bidders* must submit their bids for the specified trade sections or divisions of work in accordance with the current Rules of Procedure for the *CANS Online Bidding System for Trade Contractors*.
- (v) Include on the *GC Bid Form* a schedule listing the *CANS Online Bidding System for Trade Contractors* sections/divisions and a statement to *General Contractors* that only *General Contractor Bids (GC Bids)* which list *Trade Contractor Bids* submitted in accordance with the Rules of Procedure for *CANS Online Bidding System for Trade Contractors* for those sections or divisions specified, shall be subject to a recommendation of acceptance from the *Bid Calling Authority* to the *Owner* and that any others shall be rejected.

- (vi) After closing of *General Contractor Bids (GC Bids)*, a list of the *Named Bidders* will be made available to *CANS Online Bidding System for Trade Contractors* by the *Bid Calling Authority* or *Owner*. The list of *Named Bidders* from the three (3) lowest *General Contractor Bids (GC Bids)* shall be made available by the *Bid Calling Authority* or *Owner* within 48 hours of *General Contractors Bid* closing.

B. *Alternative, Separate, Alternate and Unit Prices*

In order to obtain the submission of complete and correct *Bids*, the *Bid Calling Authorities* shall ensure that the required *alternative, separate, alternate* and *unit prices* are appropriately identified in one or more of the following locations:

- *General Contractors' Bid (GC Bid) Form*
- *Instructions to Bidders*
- *General Conditions*
- *Supplementary General Conditions*
- *General Requirements (Division 1)*

and the individual section(s) or division(s) of work.

C. *Addenda*

To avoid occasions where *Addenda* are published at too late a date for *Bidders* to be notified through the medium of industry publications and online project information, the *Bid Calling Authorities* should not publish *Addenda* less than three (3) *working days* prior to closing in the case of trades covered by the *CANS Online Bidding System for Trade Contractors*. Where *Addenda* are essential within a shorter time of closing, the time of *GC Bid* should be adjusted accordingly.

D. *Priority of Documents*

In the event of a conflict within the *Project Documents*, the *Bid Calling Authority* will establish the priority of the drawings, specifications or *addenda*. The standard exclusions listed in [Appendix A](#) and any *Pre-Bid Interpretations* take precedence over all plans, specifications and *addenda*.

E. *Fair Competition*

When bidding conditions arising out of a *Conflict* between these Rules and the *Project Documents* are created, such that the result of closing the specified trade sections or division through *CANS Online Bidding System for Trade Contractors* will result in an unfair bidding competition, then the right is reserved for the *Administrator* to request a clarification to be issued by way of an addendum or alternately issue a *Pre-Bid Interpretation* or to refuse to close either a particular section(s) or division(s) of work through *CANS Online Bidding System for Trade Contractors*.

F. Pre-Bid Interpretations

In order to ensure consistent interpretation of the Rules of Procedure for the *CANS Online Bidding System for Trade Contractors* and a common understanding of the required response for *Bidders* to a particular circumstance, the *Administrator* may, when appropriate, issue *Pre-Bid Interpretations* through *CANS Online Bidding System for Trade Contractors*. A request for a *Pre-Bid Interpretation* must be forwarded verbally or in writing to the *Administrator* no less than three (3) *working days* prior to the *CANS Online Bidding System for Trade Contractors* closing time. When a *Pre-Bid Interpretation* is issued, it should be available (except as noted herein) for all *Users* through *CANS Online Bidding System for Trade Contractors* no less than two (2) *working days* prior to the *CANS Online Bidding System for Trade Contractors* closing date. If deemed necessary and time permits, the *Administrator* may issue *Pre-Bid Interpretations* up to one (1) *working day* prior to *Bid Closing*. It is the *User's* responsibility to ensure that they have checked for and are aware of any *Pre-Bid Interpretations* that may have been issued. *Pre-Bid Interpretations* issued by the *Administrator* may interpret, clarify and/or inform (but are not necessarily limited to) the following:

- Clarify scope of work;
- Add the work of, or within, a related section to be included within another section, already specified to be included in *CANS Online Bidding System for Trade Contractors*;
- Add the work of a related section, allowing that work to be *Bid* individually as a section or combined with a section already specified for *CANS Online Bidding System for Trade Contractors*;
- Cancel *CANS Online Bidding System for Trade Contractors* process for that project to meet the requirements of Rule 1.E.Fair Competition;
- Issue instructions for bidding procedures including the bidding of *Alternative/ Separate/Alternate/Unit Prices*.

G. CANS Online Bidding System for Trade Contractors Sections/Divisions and Related Sections

Note: The following sections are those which are related by the requirements of the CANS Online Bidding System for Trade Contractors, however, actual specification content and construction assemblies may require deviations from the list. Section numbers are based on CSC/CSI MasterFormat 1995. For the requirements of MasterFormat 2004 refer to Rule Clarification 7.0.

LANDSCAPE RELATED SECTIONS

- Section 02780 Unit Pavers
- Section 02810 Lawn Sprinklers
- Section 02905 Transplanting
- Section 02910 Plant Preparation (including Top Soil)
- Section 02920 Lawns and Grasses
- Section 02930 Exterior Plants
- Section 02935 Plant Maintenance
- Section 02945 Planting Accessories

Note To Specifying Authority

Not usually included:
Section 02830 Retaining Walls
Section 12800 Interior Plants and Planters

ASPHALTIC CONCRETE (PAVING)

- Section 02740 Asphaltic Concrete (Paving)

CONCRETE REINFORCING STEEL

- Section 03200 Concrete Reinforcement

CONCRETE POST TENSIONING

- Section 03250 Post Tensioning

ARCHITECTURAL PRECAST CONCRETE

- Section 03400 Precast Concrete

Note To Specifying Authority

Not usually included:
Section 03470 Tilt-Up Precast Concrete

MASONRY RELATED SECTIONS (can also be specified as 'Division 4 Masonry')

- Section 04050 Masonry Procedures
- Section 04060 Mortar and Masonry Grout
- Section 04080 Masonry Reinforcement
- Section 04090 Masonry Assemblies—Loose Fill Insulation
- Section 04210 Brick Unit Masonry
- Section 04220 Concrete Unit Masonry
- Section 04270 Glass Unit Masonry

Note To Specifying Authority

Specifications should also include instructions that masonry work includes related water repellants, cavity wall air barriers and cavity wall insulation

STEEL RELATED SECTIONS

Section 05100	Structural Metal Framing
Section 05210	Steel (Open Web) Joists
Section 05300	Metal Decking
Section 05310	Metal Composite Deck Assemblies
Section 05500	Miscellaneous Metal/Metal Fabrications
Section 05510	Steel Stairs and Ladders
Section 05530	Metal Gratings (Catwalks and Stairs)

- Does not usually include Section 05410 Load Bearing Metal Studs - except as related to wall and ceiling work defined herein.
- Section 05310 Metal Composite Deck Assemblies ('Comflor') is also a Wall & Ceiling Related Section as defined herein.

ARCHITECTURAL WOODWORK RELATED SECTIONS

Section 06200	Finish Carpentry
Section 06400	Architectural Woodwork
Section 06420	Plastic Laminate
Section 06415	Countertops
Section 12358	Laboratory Casework

SPRAY APPLIED INSULATION

Section 07215	Spray Applied Insulation
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SPRAYED FIREPROOFING

Section 07810	Sprayed Fireproofing
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INSULATION AND VAPOUR BARRIERS

See the WALL AND CEILING RELATED SECTIONS as defined herein.

ROOFING RELATED SECTIONS

Section 07311	Asphalt Shingles
Section 07317	Slate Shingles
Section 07318	Cedar Shingles/Shakes
Section 07323	Metal Roofing Tiles
Section 07321	Clay Roofing Tiles
Section 07322	Concrete Roofing Tiles
Section 07510	Built Up Roofing (including insulation)
Section 07540	Elastomeric/Thermoplastic Membrane Roofing (including insulation)
Section 07550	Modified Bituminous Roofing (SBS Roofing) (including insulation)
Section 07560	Fluid Applied Roofing
Section 07620	Metal Flashings and Trim

METAL CLADDING AND ROOFING

Section 07410 Metal Roof & Wall Panels

Note To Specifying Authority

Specifications should include rigid insulation and air barriers behind metal roof and wall cladding.

EXTERIOR WALL SYSTEMS RELATED SECTIONS

Section 07460 Fibre Cement Siding, Panels and Soffits

Note To Specifying Authority

Fibre Cement Siding, Panels and Soffits is also a Wall and Ceiling related sections as defined herein.

WOOD DOORS

Note To Specifying Authority

Section 08200 Wood and Plastic Doors
Section 08210 Wood Doors

Wood doors should only be included in Electronic Bidding System when they are required to be supplied and installed ~~by the finishing carpenter~~ as part of the architectural woodwork.

INDUSTRIAL DOOR RELATED SECTIONS

Section 08330 Roller Shutter Industrial Doors
Section 08360 Overhead (Industrial) Doors
Section 08370 Vertical Lift (Industrial) Doors

WINDOW AND DOOR RELATED SECTIONS

Section 08400 Aluminum Entrances and Storefronts
Section 08450 All-Glass Entrances and Storefronts
Section 08460 Automatic Doors
Section 08520 Aluminum Windows
Section 08560 Vinyl Windows
Section 08600 Skylights (Metal Framed & Unit Skylights)
Section 08800 Glass and Glazing
Section 08900 Glazed Curtain Wall

Note To Specifying Authority

Skylights are also sometimes specified as Section 07800.

Note To Specifying Authority

Glass and Glazing would also include structural glass handrails and balustrades.

WALL & CEILING RELATED SECTIONS

Section 05310	Metal Composite Deck Assemblies
Section 05410	Load Bearing Metal Studs (Structural)
Section 07210	Building Insulation
Section 07212	Rigid Insulation (including Crawl Space Insulation)
Section 07240	Exterior Insulation and Finish System
Section 07260	Sheet Vapour Barrier
Section 07460	Fibre Cement Siding, Panels and Soffits
Section 09110	Metal Stud Systems
Section 09130	Suspension Systems for Acoustic Ceiling
Section 09205	Furring and Lathing
Section 09210	Gypsum Plaster
Section 09220	Cement Plaster and Stucco
Section 09250	Gypsum Wallboard
Section 09510	Acoustic Panels and Tiles
Section 09545	Specialty Ceilings (including Metal Linear and Integrated Ceilings)
Section 09810	Acoustical Baffles
Section 09840	Acoustical Wall Treatment
Section 09940	Sprayed Texture Ceiling & Wall Coatings
Section 10615	Prefinished Demountable Partitions (including prefinished gypsum board)
Section 13090	Radiation Protection

Note To Specifying Authority

Batt & blanket insulation (including thermal & sound insulation) are sometimes called section 07213 and are a related trade.

Note To Specifying Authority

- Cement Plaster systems should include the related air barrier membranes.
- Section 05310 Metal Composite Deck Assemblies ('Comflor') is also a Steel Related Section as defined herein.

TERRAZZO

Section 09400	Terrazzo
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FLOORING RELATED SECTIONS

Section 09300	Tilework
Section 09640	Wood Flooring
Section 09650	Resilient Flooring
Section 09680	Carpeting

Note To Specifying Authority

- Resilient Sheet Flooring is sometimes specified as Section 09652 and is a related section.
- Where sections for flooring may include proprietary products it is recommended that they be specified in a separate section. See also [Rule 3.c. \(xii\)](#)
- Fluid applied resilient flooring is not usually a related section.

PAINTING AND WALLCOVERING RELATED SECTIONS

Section 07190	Water Repellant Coatings
Section 09720	Wall Coverings (including painted fibre glass wall covering)
Section 09960	High Build Glazed Coatings
Section 09962	Special Coatings
Section 09900	Painting
Section 09995	Sandblasting

CONVEYING SYSTEMS RELATED SECTIONS

- Section 14100 Dumbwaiters
- Section 14200 Elevators
- Section 14300 Escalators and Moving Walkways

MECHANICAL

- Division 15000 Mechanical (In its entirety)

Note To Specifying Authority

Should also include any Division 13 work which relates to the Mechanical work.

ELECTRICAL

- Division 16000 Electrical (In its entirety)
- Division 17000 Communications

Note To Specifying Authority

Should also include any Division 13 work which relates to the Electrical work.

H. Over Budget Negotiations

If a *Bid Calling Authority* determines that all compliant *GC Bids* are over budget and engages in negotiation with a *General Contractor* in an effort to conclude a contract on terms acceptable to both, then the *General Contractor* is not automatically relieved of the obligations created by Rule III.4.C(vi). In formulating any new offer to the *Owner* the *General Contractor* must, in respect of each trade originally closed through *CANS Online Bidding System for Trade Contractors*:

- (a) Carry the originally *Selected Bidder* or named *Trade Contractor*, as the case may be, at the original *Bid* price, without change; or
- (b) Carry the originally *Selected Bidder* or named *Trade Contractor*, as the case may be, at a revised bid price freely negotiated between the *General Contractor* and the *Trade Contractor*.

Should negotiations not be successful the *General Contractor* may carry a newly-selected *Trade Contractor*, obtained through a re-bid of the original *CANS Online Bidding System for Trade Contractors Bidders* (with amended *Project Documents*) conducted under the supervision of the *Bid Calling Authority*. Should negotiations with a *Bidder* who has submitted a *Single Bid* not be successful, or a re-bid with *CANS Online Bidding System for Trade Contractors Bidders* is not possible, a new *tender* should be called.

I. Contract Limitations

The use of the *CANS Online Bidding System for Trade Contractors* does not create any contractual relationship between an *Owner* and a *General Contractor* or an *Owner* and *Trade Contractor* that would not otherwise be created should *CANS Online Bidding System for Trade Contractors* not be used.

2. BID SUBMISSION AND FEES

A. Online Bid Submission

In order for *CANS Online Bidding System for Trade Contractors* to be financially self-supporting, charges will apply for the submission and receipt of online Bids.

B. Fees

The *Board* shall, from time to time, establish a schedule of fees and charges to be paid by *General Contractors* and *Trade Contractors*, and the circumstances under which such fees shall be payable. Without limiting the generality of the foregoing, the *Board* shall establish the following fees:

- (i) Complaint Fees which a *General Contractor* or *Trade Contractor* requesting a *Decision* from *CANS Online Bidding System for Trade Contractors* shall be required to pay to the *CANS*.
- (ii) Appeal Fees which a *General Contractor* or *Trade Contractor* appealing any *Decision* shall be required to pay to the *CANS*.
- (iii) Bond Amendment Administration Fees which a *Bidder* wishing to submit a full compliant bond as provided for in Part III, Rule 3.F.(i)(g) shall be required to pay to *CANS Online Bidding System for Trade Contractors*.
- (iv) Each *General Contractor* receiving *CANS Online Bidding System for Trade Contractors Bids* shall pay a closing fee to *CANS Online Bidding System for Trade Contractors*.
- (v) Each *Trade Contractor* submitting *CANS Online Bidding System for Trade Contractors Bids* shall pay a fee to *CANS Online Bidding System for Trade Contractors*.
- (vi) Each *Trade Contractor* withdrawing a *Bid* shall pay a fee to *CANS Online Bidding System for Trade Contractors*.
- (vii) Each *Trade Contractor* submitting a Missed *Bid* notification shall pay a fee to *CANS Online Bidding System for Trade Contractors* for each *General Contractor* missed.
- (viii) Each *Trade Contractor* submitting a Bid Bond will be required to pay an authentication fee.

3. **TRADE CONTRACTORS**

A. **Submission of Bids**

Bids for trade sections or divisions of work specified to be submitted through CANS Online Bidding System for Trade Contractors, shall be submitted through CANS Online Bidding System for Trade Contractors not later than the date and time specified for CANS Online Bidding System for Trade Contractors closing. Bids submitted after CANS Online Bidding System for Trade Contractors closing time will not be allowed by CANS Online Bidding System for Trade Contractors. The time as indicated on the online bidding system shall be the official time for CANS Online Bidding System for Trade Contractors closing.

For conditions related to online bidding refer to Rule 7. Online Bidding.

B. **Bid Forms**

All *Bids* must be submitted *through CANS Online Bidding System for Trade Contractors.*

C. **Bid Content**

- (i) *Bids for sections or divisions of work specified to be submitted through CANS Online Bidding System for Trade Contractors are to be in accordance with all drawings, specifications, addenda, pre-bid interpretations and CANS's current CANS Online Bidding System for Trade Contractors Rules of Procedure for Online Bidding.*

[See Rule Clarification 6.0](#)

- (ii) *Bids must be submitted in accordance with [Appendix A](#) of CANS's current CANS Online Bidding System for Trade Contractors Rules of Procedure for Online Bidding for sections or divisions of work listed. No other exclusions are permitted other than those expressly provided in [Appendix A](#).*
- (iii) *If Alternative, Alternate, Separate or Unit Prices are required in the Project Documents they shall be submitted through CANS Online Bidding System for Trade Contractors. Alternative, Alternate and/or Separate Prices shall be clearly shown as additions to or deletions from the Bids. Unit Prices shall be clearly shown on the Bid form as specified.*

Trade Contractors may list the Alternative, Alternate or Separate Price as either an addition to or deduction, depending on their preference.

[See Rule Clarification 2.0](#)

- (iv) *The Trade Contractor shall provide all required Alternative, Separate, Alternate and Unit Prices that apply to the individual section(s) or division(s) of work being bid. For CANS Online Bidding System for Trade Contractors purposes, the required Alternative, Separate, Alternate and Unit Prices shall be those specified in one or more of the following locations: General Contractors' Bid (GC Bid) Form; Instructions to Bidders; General Conditions; Supplementary General Conditions and the General Requirements (Division 1). Related work not clearly identified in the above noted locations shall not be considered as required for purposes of the specified CANS Online Bidding System for Trade Contractors section(s) or division(s) of work.*

When creating the online *Bid* form the *CANS Online Bidding System for Trade Contractors* will endeavour to identify all prices to be submitted through the *CANS Online Bidding System for Trade Contractors*. However, as *Project Documents* may be amended after *CANS Online Bidding System for Trade Contractors* has created the online *Bid* form, it may be necessary for *Bidders* to add prices not on the online *Bid* form. It is the responsibility of the *Bidders* to ensure they have included all prices.

- (v) *Bidders* may submit combined *Bids* for two or more sections or divisions of work. *Bidders* electing to submit combined *Bids* **shall** still indicate on the *Bid* form individual *Bids* for each section or division as long as both are called through the *CANS Online Bidding System for Trade Contractors*.
- (vi) Cash allowances or other stipulated sums required by the *Project Documents* are to be *bid* as follows:
 - amounts of the above noted are to be included in the *CANS Online Bidding System for Trade Contractors Bid* prices when the *Project Documents* clearly indicate that a specific *Trade Contractor* must carry the allowance or other stipulated sum.
 - amounts for the above should be identified on *the online Bid Form*.
 - where the *Project Documents* indicate the specified allowance or sum in more than one location and it is not clearly a requirement for the *Trade Contractor* to include the allowance or sum, the amount for the allowance or sum shall be deemed unnecessary for it to be included in the *CANS Online Bidding System for Trade Contractors Bid*. However, it may be identified as included on the online *Bid Form*.
 - where the requirements of the *CANS Online Bidding System for Trade Contractors Rules of Procedure* indicate that a *Trade Contractor* was to have included a cash allowance and did not, the *General Contractor* may assign the allowance or sum to the *Trade Contractor* for the amount of the allowance or sum only.

[See Rule Clarification 1.0](#)

- (vii) If a *Bid* form contains *Bids* for multiple sections or divisions of work and one of the trade section's or division's *Bid* is disqualified, then the entire *Bid* Form including all *Bids* submitted shall be disqualified.
- (viii) *Bidders* are not compelled to quote the same price to all *General Contractors*.
- (ix) *Bids* shall not be altered or amended in any way after the *CANS Online Bidding System for Trade Contractors* closing time.
- (x) If the existence or absence of labour relations certifications and/or collective agreements of a *Trade Contractor* preclude the ability of the *General Contractor* from contracting with that *Trade Contractor*, then that *General Contractor* is not required to use that *Trade Contractor's Bid* or does so at its own risk.
- (xi) When a product or system within a *Trade Contractor's* specification is the exclusive franchise of one *Bidder* and such product or system is specified with no equivalent or alternate being accepted, then *Bidders* of that section or division will *Bid* that section as

a *Single Bid*, and will not combine the *Bid* for that section or division with any other related section.

- (xii) All prices submitted through *CANS Online Bidding System for Trade Contractors* are to be quoted on a “**GST EXCLUDED**” basis.
- (xiii) All *Bids* submitted through the *CANS Online Bidding System for Trade Contractors* are subject to the use of the unmodified CCDC 17 contract or CCA – 1 (2008 or later) Sub Contract.

D. Bid Withdrawal

- (i) *Bids* which have been received by the *General Contractors* may be withdrawn up to 24 hours prior to the *GC Bid* closing for *General Contractors* by the *Trade Contractor* using *CANS Online Bidding System for Trade Contractors*. Withdrawals are not permitted after the deadline. *Bidders* that have withdrawn their *Bids* are no longer, under any circumstances, eligible to be selected for use by any *General Contractors*. *General Contractors* shall monitor the online *Bidders* List (refer to Rule 5.D.) to confirm the status of withdrawn or rejected *Bids* prior to the selection of a *Bidder* as required under Rule 4.C.(i).
- (ii) When a *Bidder* has submitted *Bids* for individual sections or divisions and also combined *Bids* and wishes to withdraw a *Bid* for one or more of those individual sections or divisions, then the *Bidder* must withdraw the individual *Bid* and any combined *Bids* that include that individual section or division. If any combined *Bids* are withdrawn then all *Bids* for any individual sections or divisions and/or combined bids included in that combined *Bid* must also be withdrawn.
- (iii) *Bidders* will be charged a [withdrawal fee](#) as defined under Rule 2.B.

E. Omission of a *Bid* to a *General Contractor* (*Missed Bid*)

When, for reasons that could not have been reasonably anticipated, a *Trade Contractor* has missed bidding to a *General Contractor* to whom the *Trade Contractor* wished to *bid*, the *Trade Contractor* shall, not later than one 24 hours after the *CANS Online Bidding System for Trade Contractors* closing submit an omission notification through the *CANS Online Bidding System for Trade Contractors*. *The bidder may only use an existing bid and is not permitted to submit a new bid.*

F. Bonding

- (i) Unless otherwise stipulated in *CANS Online Bidding System for Trade Contractors* requirements in the Project Documents, all submitted *Bids* over the amounts described in Rule III 3.F.(ii) must be accompanied by a *Bid Bond* which meets the following criteria:
 - (a) The *Bid Bond* must be issued by a licensed surety company authorized to transact the business of surety in the recognized Province of jurisdiction where the project is located.
 - (b) It must be issued in the approved [CCDC 220 Bid Bond](#) format, as contained in [Appendix C](#) of these Rules of Procedure for *CANS Online Bidding System for Trade Contractors* and as required by the *Bid Bond* submission process in the

Bid Module. When the *Bid* is being submitted to a *Single Bid* recipient where the obligee of the bond is a party other than the 'Successful *General Contractor*', *Bidders* shall use the CCDC 220 *Bid Bond* Form.

- (c) The *Bid Bond* shall name as obligee, the 'Successful *General Contractor*'.
- (d) No other form of *Bid* security shall be accepted by *CANS Online Bidding System for Trade Contractors*.
- (e) The *Bid Bond* shall be in the amount of ten percent (10%) of the *Bid* price and not a dollar amount.
- (f) *Bidders* submitting bonds that contain irregularities or that are inconsistent with the requirements of these Rules of Procedure for *CANS Online Bidding System for Trade Contractors* may submit fully compliant bonding documentation to the *Administrator* provided that:
 - it is submitted no less than twenty four (24) hours prior to *General Contractor* closing time;
 - it is fully compliant with the requirements of these Rules of Procedure for *CANS Online Bidding System for Trade Contractors*;
 - the prescribed [Bond Amendment Administration fee](#) is paid.

In accordance with this Rule, *Bidders* failing to provide fully compliant bonding shall have their bids disqualified by the *Administrator*.

- (ii) *Bid Bonds* shall be required where the total of all *bid* prices submitted to a *General Contractor* by a *Trade Contractor* for any one or more *CANS Online Bidding System for Trade Contractors* trade sections or divisions is in the amount of **One Hundred Thousand Dollars (\$100,000.00) or more**.
- (iii) The *Bid Bond* is to be submitted through *CANS Online Bidding System for Trade Contractors* directly from a licensed surety company authorized to transact business in the recognized Province of jurisdiction or its authorized attorney or attorney in fact, and will be accepted provided it is received by the *CANS Online Bidding System for Trade Contractors* prior to the closing time and date. A copy of the *Bid Bond* sealed by the surety company will be placed into the *Bidders* online *Bid* file by the authorized surety representative, through the process as required by the *CANS Online Bidding System for Trade Contractors*.
- (iv) (a) *Bid Bonds* shall not be required where the total of all *Bid* prices submitted to a *General Contractor* by a *Trade Contractor* for any one or more *CANS Online Bidding System for Trade Contractors* trade sections or divisions is less than **One Hundred Thousand Dollars (\$100,000.00)**. The *Trade Contractor* is required to indicate through *CANS Online Bidding System for Trade Contractors* if bonding is not required.
- (b) In the event that the total of a *Bidder's CANS Online Bidding System for Trade Contractors Bid* price is equal to or exceeds **\$100,000.00** (or other as specified) the required *Bid Bond* is to be submitted with the online *Bid* as per clause 3.F.(iii) above.

- (c) All *General Contractors* will receive confirmation through the online *Bidders List (Who Bid to Who List as defined in Rule 5.D.) of Trade Contractor Bids* received and whether the *Bid* was accompanied by a *Bid Bond*, an irregular *Bid Bond*, or a *notice* stating the *Bid* is under the bonding limit. *General Contractors* receiving *Bids* that are over the bonding limit that have been identified as not being accompanied by a *Bid Bond* are required to notify the *Administrator*.
- (d) In the event that a Bidder submits a *Bid* that exceeds the specified bonding limit together with notification stating that the Bid amount is less than the specified bonding limit then the *Bid* shall be disqualified by the Administrator. All bidding *General Contractors* and the Bid Calling Authority shall be immediately notified of the contravention.
- (v) Unless otherwise stipulated, the *CANS Online Bidding System for Trade Contractors Bidder's Bid Bonds* shall be valid for the validity period as stipulated in the *Project Documents* by the *Bid Calling Authority* for the *General Contractor*.
- (vi) Where a *Bid Bond* is required, *Trade Contractors* shall be required to provide Performance and/or Labour and Materials Payment Bonds as required of the *General Contractor* and specified in the *Project Documents*. Where a *Bid Bond* is not required, or if stipulated as not a requirement in the *Project Documents*, a *Trade Contractor* shall not be required to provide Performance and/or Labour and Materials Payment Bonds.
- (ix) *Bid Bonds will be made available to the General Contractors with the Trade Contractor's online Bid.*
- (x) It is a *General Contractor's* responsibility to verify the validity of any *Bid Bond* and the *General Contractor* shall pay all additional costs related to this request.

4. **GENERAL CONTRACTORS**

A. **Intention to *Bid* (GC Bid)**

- (i) *General Contractors* shall, at least two (2) *Working Days*, to the hour, prior to *CANS Online Bidding System for Trade Contractors* closing, advise of their intention to Bid either through:
 - a) the *Bid Module*; or
 - b) in writing to the *CANS Online Bidding System for Trade Contractors Administrator*. Written confirmation of a *General Contractor's* intention to *Bid* may be completed using the [GC's Intention to Bid Form](#) contained in [Appendix D](#) of these Rules.
- (ii) The *General Contractors* for whom *Bids* have been received will be deemed to be in receipt of all such *online Bids* and are responsible for all closing fees.

For conditions related to online bidding refer to Rule 7. Online Bidding.

B. **Own Forces Bid**

- (i) A *General Contractor* intending to perform any of the specified *CANS Online Bidding System for Trade Contractors* sections or divisions of work with that Contractor's *Own Forces* must notify the *Administrator* within the region where the project is located of their intention to do so. *Notification must:*
 - *Be done* not less than two (2) *Working Days* before the *CANS Online Bidding System for Trade Contractors* closing time.
 - *Be in writing or through the CANS Online Bidding System for Trade Contractors.*
 - *Identify the applicable trade sections.*

The CANS Online Bidding System for Trade Contractors shall post online a list of the General Contractors who have elected to bid "Own Forces" and will identify which sections or divisions they are bidding. When a General Contractor does not comply with the requirement of this complete clause (III 4.B.), the Administrator will notify the Owner and request that Owner disqualify that General Contractor's Bid.

[See Rule Clarification 4.0](#)

- (ii) *General Contractors* who either receive no *Bids* for a specified section or division of work or who have no valid *Bids* remaining as a result of disqualifications or an election of the option provided for in Rule III 4.C.(iv), may determine to either obtain *Bids* independent of *CANS Online Bidding System for Trade Contractors*, elect to *bid Own Forces* or, if permitted by the *Project Documents*, to indicate "No Valid *Bids* Received".
- (iii) *General Contractors* electing to *Bid Own Forces* shall only be permitted to obtain *Bids* outside of *CANS Online Bidding System for Trade Contractors* when there are no valid *Bids* remaining for any of the *General Contractors* bidding this project.
- (iv) *General Contractors* that have notified *CANS Online Bidding System for Trade Contractors* of their intention to *Bid* a section or division as *Own Forces* work, and

who wish to withdraw from bidding *Own Forces* must notify the closing *Administrator* of their intention to withdraw not less than two (2) *Working Days* prior to *CANS Online Bidding System for Trade Contractors* closing time.

C. Selection for Use of *CANS Online Bidding System for Trade Contractors Bids*

- (i) Selection of Bidder(s):
- a) Where required by the *Project Documents*, a *General Contractor* shall select, for use, one *Bid* addressed to him/her received through *CANS Online Bidding System for Trade Contractors* for each of those sections or divisions required to be *Bid*, but need not accept the lowest *Bid* received in any of the various sections or divisions.
 - b) Where the *Project Documents* do not require the naming of a *Bidder*, as part of the GC Bid a *General Contractor* shall select, for use, one *Bid* addressed to them received through *CANS Online Bidding System for Trade Contractors* for each of those sections or divisions required to be *Bid* by either of the following methods:
 - i. By selecting a *Bidder* through the process as permitted under the *Bid Module* for the selection of a Bidder prior to the closing of *GC Bids*, in which case the *General Contractor* need not accept the lowest Bid received in any of the various sections or divisions.

or

 - ii. By not selecting a *Bidder* for a division or section required to be *Bid* the *General Contractor* is deemed to accept the lowest compliant *Bidder* from the *Bids* addressed to them and received through *CANS Online Bidding System for Trade Contractors* for that division or section required to be *Bid*.

General Contractors shall monitor the online *Bidders List* (refer to Rule 5.D.) to confirm the status of withdrawn or disqualified *Bidders* prior to the selection of a *Bidder* as required under Rule 4.C.(i).

[See Rule Clarification 5.0](#)

- (ii) If a *General Contractor* does not receive any *Bids* for a particular specified *CANS Online Bidding System for Trade Contractors* trade section or division, then that *General Contractor* is eligible to obtain *Bids* for that particular work only, independent of *CANS Online Bidding System for Trade Contractors*. *Bidders* who have properly withdrawn or who have been disqualified by *CANS Online Bidding System for Trade Contractors* are no longer, under any circumstance eligible for selection or use by *General Contractors*.
- (iii) Single *Bids*:
- a) Unless otherwise stipulated in the specifications, *General Contractors* receiving a single *Bid* must use that *Bid*.

- b) Where *Project Documents* permit the use of *Bids* received outside *CANS Online Bidding System for Trade Contractors* under the considerations of Rule 4.C.(iii), *General Contractors* who have not complied with the requirements of bidding *Own Forces*, as described in these Rules, shall not be permitted to select *Own Forces*.
- c) Where *Project Documents* permit the use of *Bids* received outside *CANS Online Bidding System for Trade Contractors* under the considerations of Rule 4.C.(iii), a *Bidder* shall be selected.
- (iv) If the existence or absence of labour relations certifications and/or collective agreements of a *Trade Contractor* preclude the ability of the *General Contractor* from contracting with that *Trade Contractor*, then that *General Contractor* is not required to use that *Trade Contractor's Bid*. Rule 4.C.(i)(b)ii or 6.G.(ii) is not applicable where the existence or absence of labour relations certifications and/or collective agreements of a *Trade Contractor* preclude the ability of the *General Contractor* from contracting with that *Trade Contractor*.
- (v) *General Contractors* are not to accept alterations, amendments or clarifications that have the effect of altering or amending a *Bid* and are to immediately advise the *Administrator* of receipt of such alterations, amendments or clarifications and provide copies of all relevant information.
- (vi) *General Contractors* shall enter into a contract with *Selected Bidder(s)* whose *Bid(s)* have been properly *submitted online*, except where the substitution or replacement of such *Selected Bidder(s)* is subject to specific approval of the *Bid Calling Authority* and/or *Owner*, based upon valid reasons or circumstances which were not reasonably evident or assessable prior to the close of *General Contractor Bids (GC Bids)*. Notwithstanding the considerations of Rule 4.C. (iii) the requirement to contract with a selected *Trade Contractor(s)* or *Selected Bidder(s)* is applicable.
- (vii) The standard exclusions as set out in Appendix A hereto, do not remove or otherwise alter the responsibility of a *General Contractor* to include in its *GC Bid* all work specified in the *Project Documents*. Each *General Contract* shall include in its *GC Bid*, as it deems necessary, all work that may be excluded by a *Trade Contractor* in its *Bid* pursuant to the standard exclusions as set out in Appendix A hereto.

5. CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS ADMINISTRATION

A. Local Construction Association Offices

The *CANS Online Bidding System for Trade Contractors* shall be operated and administered by the *Construction Association of Nova Scotia*, in accordance with the Rules herein. *CANS Online Bidding System for Trade Contractors* shall be authorized and coordinated by the Construction Association of Nova Scotia. Such local office shall be authorized to:

- (i) collect fees
- (ii) transfer *CANS Online Bidding System for Trade Contractors* information
- (iii) carry out all other duties necessary for the efficient administration of *CANS Online Bidding System for Trade Contractors*.

B. Reception of *Bids*

Bids sent by the *Bidder* after the appointed *CANS Online Bidding System for Trade Contractors* closing time will not be accepted by the *CANS Online Bidding System for Trade Contractors*.

C. Disposition of *Bids*

- (i) Immediately after the *CANS Online Bidding System for Trade Contractors* closing time the *Bids* addressed to each *General Contractor* will be made available electronically to those *General Contractors* who have registered their intention to bid in accordance with these rules and as outlined in section 4.A.(i) a or b; Intention to Bid.
- (ii) The names of all valid *Bidders* whose *Bids* were submitted to each *General Contractor* shall be forwarded to the *Bid Calling Authority* prior to *General Contractor* closing. Information regarding all *Bid* withdrawals and disqualifications will be communicated to the *Bid Calling Authority* prior to *General Contractor* closing time.
- (iii) Except as provided in Rule III 5.C.(iv) the *Bids* shall not be accessed by the *Administrator* until the contract has been awarded to the *Successful General Contractor*. Once the contract has been awarded, the *Bids* of the *Successful General Contractor* only may, upon request, be accessed by *Bidders* who bid to the *Successful General Contractor*.
- (iv) The *Bids* received by *CANS Online Bidding System for Trade Contractors*, may be accessed and the contents used by the *Administrator* or *CANS Standard Practice Committee* in the following limited circumstances:
 - When, in the opinion of the *Administrator*, the information contained on the *Bidder's Bid* is required in the investigation of a formal complaint regarding the contravention of the Rules of Procedure for *CANS Online Bidding System for Trade Contractors*.

- When, in the opinion of the *Administrator*, the information contained in the *Bidder's Bid* is required in the investigation of a bonding irregularity or for information which may be necessary during the preparation of the *Bidders List* (refer to Rule 5.D).
 - When, in the opinion of the *Administrator*, the information contained on the *Bidder's Bid* is required to be accessed in order to monitor the operation of *CANS Online Bidding System for Trade Contractors* to ensure that a real or apparent technical issue with *CANS Online Bidding System for Trade Contractors* does not result in an unfair bidding competition.
- (v) Copies of *Bids* received by *CANS Online Bidding System for Trade Contractors*, addressed to the *Successful General Contractors* will be retained for one (1) year. All other *Bids* shall be destroyed after the award of the contract.

D. *Bidders List*

Following the *CANS Online Bidding System for Trade Contractors* closing time but prior to *General Contractor* closing time, a complete list (with company names) of all *General Contractors* receiving *Bids* and from whom, including those using *Own Forces*, withdrawals and missed *Bids* will be made available *online* to all participants in the bidding process.

E. *Named Trade Contractors*

Following the close of *General Contractors* a list of the *Trade Contractors* named on the *General Contractor's Bid* form shall be made available.

6. CONTRAVENTION OF THE RULES OF PROCEDURE

A. Contravention

All contraventions of the Rules of Procedure for the *CANS Online Bidding System for Trade Contractors* shall render the *General Contractor* or *Trade Contractor* subject to such actions as may be determined through the procedures established by the *CANS Standard Practices Committee* including, but not limited to, disqualification of the *Bid* in question; specification of a period of time during which the *User* who has contravened these Rules cannot use the services of the *CANS Online Bidding System for Trade Contractors*; imposition of conditions which must be complied with before that *User* will have their bidding privileges reinstated; a request that the *Owner* disqualify the *GC Bid* of a *General Contractor*.

B. Disqualification of Trade Bids

It is the stated intention of these Rules of Procedure for the *CANS Online Bidding System for Trade Contractors* to provide *Trade Contractors* with an opportunity, on a fair and equal basis, to provide sealed *Bids* for their trade sections or division of work to *General Contractors* bidding on a project. In the event that a *Bidder* contravenes the Rules of Procedure for the *CANS Online Bidding System for Trade Contractors*, the *Bid* may be disqualified. Once a *Bid* has been disqualified through the procedures established by the *CANS Standard Practices Committee*, it is ineligible for use by *General Contractors* in the compilation of their *Bids* (*GC Bids*).

C. Alterations, Amendments, Clarifications

General Contractors are not to accept alterations, amendments or clarifications that have the effect of altering or amending a *CANS Online Bidding System for Trade Contractors Bid*. *General Contractors* electing to do so, will be deemed to be in contravention of the Rules of Procedure for the *CANS Online Bidding System for Trade Contractors*. Immediately following a *decision* through the procedures established by the *CANS Standard Practices Committee* confirming such circumstances, the *Administrator* will notify the *Owner* and the *Owner* shall be requested to disqualify that *General Contractor's Bid*.

D. Use of Ineligible Bids

General Contractors are not to use *Bids* that have either been properly withdrawn by the *Bidder* or disqualified by either the *Administrator* or through the procedures established by the *CANS Standard Practices Committee*. Where a *General Contractor* has selected a withdrawn or disqualified *Bidder* the *General Contractor* will be deemed to have selected with the lowest compliant *Bidder* pursuant to Rule 6.G.(ii). *Trade Contractors* whose *Bids* are properly withdrawn by the *Bidder* or disqualified by either the *Administrator* or through the procedures established by the *CANS Standard Practices Committee*, are not to contract with *General Contractors* under any circumstance, including under the considerations of Rule 4.C.(iii).

E. Complaints

Users identifying a potential contravention of the Rules of Procedure for *CANS Online Bidding System for Trade Contractors* and who wish to file a formal complaint are to notify the *Administrator* immediately. The complainant is required to submit to the *Administrator*, a written complaint and all supporting documentation identifying the alleged contravention together with the prescribed [complaint fee](#). When the complainant is a *Bidder*, the complainant's *Bid(s)* will also be reviewed by the *Administrator* to ensure compliance with these Rules of Procedure. Where the *Bid Calling Authority* and/or *Owner* submit a *General Contractor's List of Named Bidders* to the *Administrator*, to ensure compliance with these Rules, a written complaint need not be submitted.

F. Decisions

Upon receipt of a formal complaint, the procedures established by the *CANS Standard Practices Committee* will be used to determine a *Decision*. *Decisions* to disqualify a *Bid* will be rendered no less than four (4) hours prior to *General Contractor* closing time. *Decisions* rendered after this time period will be subject to such sanctions and/or conditions, as may be determined through the procedures established by the *CANS Standard Practices Committee*. All *Decisions* will be rendered as expeditiously as circumstances permit, but will in any event be within a period of no more than fifteen (15) *working days*.

A Transmission Result Report or other record produced by *CANS Online Bidding System for Trade Contractors'* facsimile transmission equipment indicating that a notice has been delivered by facsimile to a particular facsimile number shall for all purposes be conclusive proof that the notice was delivered to the said facsimile number at the time and date indicated by the Transmission Result Report or other record.

G. Bid Irregularities

- (i) Notwithstanding the provisions contained in these Rules, when irregularities are identified that are determined through the procedures established by the *CANS Standard Practices Committee* to be of a clerical or technical nature, or of a nature that no competitive advantage is achieved that was not reasonably available or apparent to all *users*, or is a response to a circumstance resulting from a *Conflict* between these Rules and the *Project Documents*, then those irregularities may be waived and considered as not being reason for disqualification of a *Bid*.
- (ii) In the circumstances where Rule 4.C.(i)(a) applies the following will be considered irregularities for the purposes of the Rules which will be waived and considered as not being reason for disqualification of a GC Bid:
 - a) Where a General Contractor has selected a Bidder for a section or division of work that the Bidder did not Bid on;
 - b) Where a General Contractor has not selected a Single Bid where only a Single Bid could have been selected for a section or division of work;
 - c) Where a General Contractor has selected a disqualified or withdrawn Bidder for a section or division of work;

- d) Where a General Contractor has not selected a Bidder for a section or division of work; or
- e) Where a General Contractor has selected more than one Bidder for a section or division of work.

In these circumstances, a General Contractor is deemed to accept the lowest compliant Bidder from the Bids addressed to them and received through CANS Online Bidding System for Trade Contractors for that division or section required to be Bid.

[See Rule Clarification 5.0](#)

H. Appeals

Decisions to disqualify a Bid, suspend a User's bidding privileges for a specified period of time, impose conditions which must be complied with prior to reinstatement of bidding privileges, or a request to an Owner to disqualify the Bid (GC Bid) of a General Contractor, will be made through the procedures established by the CANS Standard Practices Committee. A User, who wishes to appeal a decision, may do so by forwarding a written submission to the Administrator no later than seven (7) working days from the receipt of notification of a contravention of these Rules. The prescribed [appeal fee](#) will apply. The submission, together with all other relevant information appropriate to the determination of the issue, will be reviewed pursuant to the procedures established by the CANS Standard Practices Committee. A decision will be made within a period of no more than ten (10) working days from the date of receipt of the appeal submission. All appeal decisions will be final.

I. Complaint, Decision and Appeal Procedures

The procedures for the resolution of complaints, *decision* on appeals, location and rules of conduct of committee meetings and other procedural matters will be as determined by the CANS Standard Practices Committee having regard to the particular circumstances of the issue under consideration.

7. ONLINE BIDDING

A. System Failure

In the event there is a failure of *CANS Online Bidding System for Trade Contractors* that results in the loss of satisfactory service, the closing of *CANS Online Bidding System for Trade Contractors* will be extended for a period of one *working day*. Should there be a further system failure, the closing will be extended or cancelled by instructions issued by Pre-Bid Interpretation (as defined under Part III, F.) or as otherwise designated by the requirements of the *Project Documents*.

B. Functionality of a User's Electronic (Computer) System

Every *Owner, Bidder, General Contractor, Trade Contractor or User*, or any other person or entity, that uses *CANS Online Bidding System for Trade Contractors* must maintain the functionality of its electronic (computer) system. *CANS Online Bidding System for Trade Contractors*, the *Board*, the *CANS Standard Practices Committee*, the *Administrator*, the *CANS*, the *Bid Calling Authority*, and any employee, member, director, officer or agent of any of the foregoing, do not:

- (i) assume any responsibility for the functionality of an *Owner's, Bidder's, General Contractor's, Trade Contractor's or User's*, or any other person's or entity's, electronic (computer) system; or
- (ii) agree to provide any *Bidder, General Contractor, Trade Contractor or User*, or any other person or entity, with an alternate mode or method of submitting its *Bid* or receiving *GC Bids*.

C. Exclusion of Liability – CANS Online Bidding System for Trade Contractors

CANS Online Bidding System for Trade Contractors, the *Board*, the *CANS Standard Practices Committee*, the *Administrator*, the *CANS*, and the *Bid Calling Authority*, and any employee, member, director, officer or agent of any of the foregoing, cannot guarantee continual, uninterrupted or error free service as disruptions or malfunctions may delay, interfere with or disrupt the online bidding process, including the electronic transmission and receipt of *Bids*. Every *Owner, Bidder, General Contractor, Trade Contractor or User*, or any other person or entity, that uses *CANS Online Bidding System for Trade Contractors*, acknowledges that the submission of *Bids* is conducted electronically and relies on hardware and software that may malfunction without warning. Without limiting the generality of the Exclusion of Liability clause contained in the Rules of Procedure for *CANS Online Bidding System for Trade Contractors* and reproduced on the *CANS Online Bidding System for Trade Contractors* website, no *Owner, Bid Calling Authority, Bidder, General Contractor, Trade Contractor or User*, or any other person or entity, shall have any claim for compensation of any kind whatsoever, as a result of the disruption or malfunction of the *CANS Online Bidding System for Trade Contractors* and each *Owner, Bid Calling Authority, Bidder, General Contractor, Trade Contractor and User*, or any other person or entity, expressly agrees and acknowledges that it is hereby deemed to have no such claim.

8. EXCLUSION OF LIABILITY

Except as expressly and specifically permitted in these Rules of Procedure for *CANS Online Bidding System for Trade Contractors*, no *Owner, Bidder, Bid Calling Authority, General Contractor, Trade Contractor* or *User*, or any other person or entity, shall have any claim whatsoever (including but not limited to a claim of negligence) for any compensation of any kind whatsoever as a result of participation in or use of *CANS Online Bidding System for Trade Contractors* or *CANS Online Bidding System for Trade Contractors* process, or as a result of the interpretation, application or non-application of these Rules of Procedure. By submitting a *Bid* or *GC Bid* or otherwise using any service or facility of *CANS Online Bidding System for Trade Contractors*, each *Owner, Bidder, Bid Calling Authority, General Contractor, Trade Contractor* or *User*, or any other person or entity, shall be deemed to have agreed that it has no such claim.

**IV APPENDICES TO
RULES OF PROCEDURE**

APPENDIX A

This appendix takes precedence over all drawings, specifications, and addenda. When, for reasons deemed necessary by the *Administrator*, a Pre-Bid Interpretation may be issued and it will take precedence over all drawings, specifications and addenda. A Pre-Bid Interpretation will take precedence over this Appendix. When addenda are issued that have a statement prefaced by "For *CANS Online Bidding System for Trade Contractors Purposes*" and are approved by the *Administrator*, they will also take precedence over this appendix.

This Appendix contains a listing of the standard exclusions that apply to the individual sections or divisions as identified. *Bids* must be based on drawings, specifications, addenda and this list of exclusions. The section numbers identified for each section are for reference only and may vary from the numbers contained in the specifications.

SPECIFICATION NUMBERS/NAMES - The section numbers identified in this Appendix are based on CSC/CSI MasterFormat *1995. However, the numbers are for reference only and may vary from the numbers contained in the actual specifications. This means that when bidding through *CANS Online Bidding System for Trade Contractors* the section number in the specifications may not be the same as the section number in the *CANS Online Bidding System for Trade Contractors* exclusions. As well the title of the section may not be the same as the Appendix A Exclusion list i.e. Perimeter Insulation is sometimes listed which is the same as Rigid Insulation in Appendix A. Also, it may be that when the work of one *CANS Online Bidding System for Trade Contractors* section is contained within another section, the exclusions apply as well i.e. insulation and vapour that may be included in section 09250 Gypsum Wallboard; the exclusions for 07190, 07212 and 07260 will also apply.

*For MasterFormat 2004 refer to Rule Clarification 7.0

STANDARD EXCLUSIONS

COMMON EXCLUSIONS FOR ALL TRADE SECTIONS AND DIVISIONS (UNLESS SPECIFICALLY INCLUDED BY CLARIFICATION OR IN THE CASE OF AMBIGUITY IN THE CONTRACT DOCUMENTS)

- temporary power, heat, water, sanitation
- heating and hoarding
- onsite first aid
- final cleaning
- initial removal of snow and ice
- fees or cash allowances for service connections unless specified in the trade section
- on site security, if specified
- testing unless specified in the trade section
- provision of gridlines and benchmarks on each level
- repairs to damage by others after completion and acceptance of the work
- temporary lighting unless specifically detailed on the electrical drawings that are part of the *Bid* for the Division 16 work
- temporary dust control and/or ventilation systems required as a project specified environmental condition for the entire project. Note: where it is a requirement to meet the needs of one specific *Trade Contractor* and specified thus, then that *Trade Contractor* shall be responsible to include for the cost of this work.

SPECIAL SITE CONDITIONS

Labour Relations and the availability of hoisting, scaffolding and work platforms above grade will vary between *General Contractors* and will depend on site conditions. *Bidders* are to confirm these conditions with *General Contractors* prior to submission of their *Bids* and *Bid* accordingly.

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

COMMON EXCLUSIONS ONLY

DIVISION 1 - GENERAL REQUIREMENTS

COMMON EXCLUSIONS ONLY

DIVISION 2 - SITEWORK

02740 ASPHALTIC CONCRETE (PAVING)

- earthwork to underside of base gravel
- subsurface drainage
- landscaping
- site preparation to underside of base gravel
- sub-base gravel

02900 LANDSCAPING (and all related sections)

- rough grading
- concrete work unless specified in this section
- carpentry unless specified in this section
- water supply to exterior of building for irrigation systems including back flow valve and isolation valve
- supply and installation of sleeves for irrigation

DIVISION 3 - CONCRETE

03200 CONCRETE REINFORCEMENT

- installation of masonry reinforcing steel
- reinforcing for precast concrete
- reinforcing for post tensioning system unless specified in this section
- installation of reinforcing cages into piles
- placing drawings unless specified in this section
- welding, cad welding, G-Loc splices or Burrard couplings, Dywidag bars unless specified in this section

- supply and installation of anchor bolts or miscellaneous metals
- smooth bars, sleeves, inserts, threading or galvanizing unless specified in this section
- layout of perimeters of structures and centerline of walls and columns
- mesh on columns for fire protection
- supply of masonry reinforcing steel when also specified in Division 4 Masonry, except reinforcing steel such as dowels which project from other substrates into masonry work

03250 POST TENSIONING

- forming of anchor recess boxes where required
- making good of anchor recesses
- facilities for storage of cables and equipment on site
- clean water for grouting within 30 meters of post tensioning tendons
- blowing out of ducts
- removal of cable duct obstructions caused by other forces

03400 PRECAST CONCRETE

COMMON EXCLUSIONS ONLY

DIVISION 4 - MASONRY

04000 MASONRY (and all related sections)

- setting and bracing of door or window frames unless specified in this section
- supply, fabrication or installation of sheet metal cap flashing installed over completed masonry work except where built into masonry construction
- supply of dove tail anchor slots and flashing reglets
- supply or installation of seismic restraining angles
- supply or installation of precast concrete items not set in mortar bed
- supply or installation of precast items requiring mechanical lifting assistance
- building in of miscellaneous metal supplied by others requiring mechanical lifting assistance
- temporary wind bracing of masonry walls
- temporary support or shoring for lintels and other overhead masonry
- the supply and welding of anchors to structural steel
- caulking and firestopping
- floor pavers and tiles

DIVISION 5 - METALS

05100 STRUCTURAL METAL FRAMING

- grouting
- fasteners not used to connect structural steel
- materials lighter than 11 gauge (2.8mm) thickness

- precast connection material, embedded or otherwise, unless specified in this section (except supply of embedded connection material for concrete tilt up construction)
- wood, plastic, expansion joints or other specialty items
- shims for supply only contracts
- non-structural stainless steel or aluminum

05300 METAL DECKING

- metal composite floor and roof assemblies except when specified in this section

05310 METAL COMPOSITE DECK ASSEMBLIES

- concrete, tensile and compressive steel reinforcement and temporary shoring

05500 MISCELLANEOUS METAL

- finish or rough hardware
- cast iron items such as frames, covers, or grates at manholes, catch basins, trenches, tree grates unless specified in this section
- specialty items for window washing equipment or expansion joints
- placement of embedded items
- grouting
- ferrous metal fabrications which form an integral part of a nonferrous specialty item such as glass handrails or guardrails
- bases or supports for mechanical and electrical units where detailed on mechanical and electrical drawings only
- nonferrous specialty fabrications
- stainless steel fabrications
- precast connection material, embedded or otherwise (except supply of embedded connection material for concrete tilt up construction)
- standard manufactured timber connectors
- metal connectors for pre-manufactured glue laminated member to member connections, pre-manufactured glue laminated member to masonry and concrete connectors
- installation of metal fabricated connectors to wood framing

DIVISION 6 - WOOD AND PLASTICS

06200 FINISH CARPENTRY

- supply of metal doors and metal door and window frames unless specified in this section
- supply and installation of washroom accessories or toilet partitions
- wood wall paneling when also specified in Section 06400
- removal and relocation of existing cabinet work except relocation when specified in this section
- backing or blocking
- supply of finish hardware unless specified in this section

- miscellaneous metals except sheet metal fabrications that form an integral part of the woodwork such as countertops and stainless steel supports for cabinetry
- exterior wood trim or siding, soffits, railings and mouldings
- site painting when specified in Section 09900 Painting
- glazing to wood doors
- structural woodwork
- wood doors unless specified in this section
- installation of chalk boards/tack boards and similar where specified in another section

06400 ARCHITECTURAL WOODWORK

- backing or blocking
- supply of finish hardware unless specified in this section
- miscellaneous metals except sheet metal fabrications that form an integral part of the woodwork such as countertops and stainless steel supports for cabinetry
- exterior wood trim or siding
- site painting
- glazing to wood doors
- structural woodwork
- wood doors unless specified in this section
- removal and relocation of existing cabinet work except relocation when specified in this section
- installation of chalk boards/tack boards and similar where specified in another section

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210 BUILDING INSULATION

- insulation for ductwork or piping in Division 15 - Mechanical
- firestopping
- molded plastic vapor barrier boxes/poly hats (for electrical boxes)
- insulation within an aluminum/metal pan curtain wall system and other curtain wall systems also specified in Division 8 Doors and Windows
- insulation on top of acoustic tile/T bar ceilings systems
- acoustic batt insulation if it is also specified in section 09250 Gypsum Wallboard
- spray applied insulation

Note: All exclusions under 07212 shall also apply

07212 RIGID INSULATION

- insulation forming part of an "Exterior Insulation and Finish System"
- insulation that forms part of a built up roofing system
- insulation within an aluminum/metal pan curtain wall system and other curtain wall systems also specified in Division 8 Doors and Windows
- concrete forming liners and concrete forming voids including sandwich slabs
- insulation to the underside of slabs on grade and to the exterior face of foundation walls below grade

- insulation that is not part of a wall or ceiling system such as upstands for support of equipment and roof curbs
- spray applied insulation

07215 SPRAYED APPLIED INSULATION

COMMON EXCLUSIONS ONLY

07240 EXTERIOR INSULATION AND FINISH SYSTEMS

- flashings other than those integral to the system
- caulking other than that integral to the system

07260 SHEET VAPOUR BARRIER

- ground seal or vapor barrier under concrete slabs on grade
- water proofing membranes
- molded plastic vapor barrier boxes/poly hats (for electrical boxes)
- vapor barrier that forms part of a built up roofing system
- air barriers

07311 ASPHALT SHINGLES

- wood nailers
- battens
- wood gutters
- wood framing for openings
- above deck gypsum board, vapor barrier & insulation, related nailing battens/metal girts or wood sheathing over except when specified in this section

07317 SLATE SHINGLES

- wood nailers
- wood framings for openings

07318 CEDAR SHINGLES/SHAKES

- wood nailers
- battens
- wood gutters
- wood framing for openings
- above deck gypsum board, vapor barrier & insulation, related nailing battens/metal girts or wood sheathing over except when specified in this section

07321 CLAY ROOFING TILES

- wood nailers
- wood framings for openings

07322 CONCRETE ROOFING TILES

- wood nailers
- wood framings for openings

07323 METAL ROOFING TILES

- wood nailers
- wood framings for openings
- battens for metal tiles

07410 METAL ROOF AND WALL PANELS

- structural steel
- light gauge metal framing unless specified in this section
- miscellaneous metal
- all wood cants, nailers, fascia and blocking

07460 FIBRE CEMENT SIDING, PANELS AND SOFFITS

- metal or wood furring and suspension systems unless specified in this section
- air barrier unless specified in this section
- flashings unless specified in this section
- wood trim
- finish paint

07510 BUILT-UP ROOFINGS (and related sections)

- wood cant strips and wood blocking
- metal cant strips
- installation of reglets set in concrete
- flashing to aluminum work
- flashing to metal siding
- supply of roof drains
- on site painting of flashings
- metal & wood sleepers and wood decks
- poured concrete protective covering for insulation of protected membrane system
- roof hatches and related frames
- plastic, acrylic or glass skylights and related frames
- anchor posts or anchor devices unless specified in this section
- gypsum board that is not an integral part of a roofing system
- preformed roofing and cladding and related flashings except when specified in this section
- wall flashing on the outside face of a building that is not roofing related flashing such as fascia flashing directly below a parapet cap flashing except when specified in this section
- deck pavers and related insulation and bedding materials except when specified in this section

- removal and disposal of existing roofing unless specified in this section

07560 FLUID APPLIED ROOFING (and related sections)

- installation of reglets set in concrete
- flashing other than the work in this section
- on site painting of flashing
- supply of roof drains

07620 METAL FLASHINGS & TRIM

- all flashings and other non-flashing work except roofing related flashings

07810 SPRAYED FIREPROOFING

- firestopping
- sprayed thermal protection, sprayed soundproofing, sprayed air seal, or fire retardant to same
- maintaining required heat before, during and after application

DIVISION 8 - DOORS AND WINDOWS

08210 WOOD DOORS (and related sections)

- glazing to wood doors
- supply of finish hardware

08330 ROLLER SHUTTER (INDUSTRIAL) DOORS

- framing of opening suitable to accept door
- structural supports and jamb extensions suitable to accept hardware and accessories
- power supply to a disconnect switch adjacent to motor operator (if applicable)
- on site painting except touch-up of prefinished products

08360 OVERHEAD (INDUSTRIAL) DOORS

- framing of opening suitable to accept door
- structural supports and jamb extensions suitable to accept hardware and accessories
- power supply to a disconnect switch adjacent to motor operator (if applicable)
- on site painting except touch-up of prefinished products

08370 VERTICAL LIFT (INDUSTRIAL) DOORS

- framing of opening suitable to accept door
- structural supports and jamb extensions suitable to accept hardware and accessories
- power supply to a disconnect switch adjacent to motor operator (if applicable)
- on site painting except touch-up of prefinished products

08400 ALUMINUM ENTRANCES AND STOREFRONTS

- supporting structural steel unless specified in this section
- power supply to a disconnect switch adjacent to motor operator (if applicable)

08520 ALUMINUM WINDOWS

- supporting structural steel unless specified in this section
- power supply to a disconnect switch adjacent to motor operator (if applicable)

08600 SKYLIGHTS (METAL FRAMED & UNIT)

- supporting structural steel unless specified in this section
- gutters and downspouts unless specified in this section
- power supply to a disconnect switch adjacent to motor operator (if applicable)
- acrylic dome type and other similar pre-manufactured skylight units unless specified in this section

08800 GLASS AND GLAZING

- supporting structural steel unless specified in this section
- power supply to a disconnect switch adjacent to motor operator (if applicable)
- glazing to millwork unless specified in this section
- framed mirrors unless specified in this section

08900 GLAZED CURTAIN WALL

- supporting structural steel unless specified in this section
- power supply to a disconnect switch adjacent to motor operator (if applicable)

DIVISION 9 - FINISHES

09110 METAL STUD SYSTEMS

- supply of access panels or doors unless specified in this section
- supply of hollow metal door and window frames
- air barriers unless specified in this section
- wood blocking and wood backing

09130 SUSPENSION SYSTEMS FOR ACOUSTICAL CEILINGS

- supplementary structural support or seismic restraints for light fixtures and mechanical equipment

09205 FURRING AND LATHING

- flashings
- metal furring and suspension systems

09220 CEMENT PLASTER AND STUCCO

- metal furring and suspension systems unless specified in this section
- heating and hoarding
- caulking other than that integral to the system

09250 GYPSUM WALLBOARD

- supply of access panels or doors
- thermal, acoustical, or rigid insulation unless specified for the wall system in this section
- vapor barriers unless thermal insulation is specified for the wall and ceiling system in this section
- caulking or barriers for fireproofing and firestopping
- metal furring and framing except when specified in this section
- air barriers unless specified in this section
- gypsum board that forms an integral part of built up roofing systems or above deck roofing systems
- gypsum board that is an integral part a structural system such as concrete sandwich slabs
- wood blocking and wood backing

09300 TILEWORK

- heated on-site storage
- floor surface preparation other than that specified in this section
- tile as an integral part of a finished and complete component supplied and installed by others (where specified as such), e.g. countertops
- tilework performed by commissioned Artist defined as Artwork
- caulking
- expansion joints and flashing
- continuous metal supporting angles, metal slots, boxes or anchorages which are built into the structural wall
- wood grounds
- metal lath unless specified in this section
- miscellaneous metals and manufactured specialty items including mat sinkage frames

09400 TERRAZZO

- floor surface preparation other than that specified in this section
- terrazzo by others (where specified as such), e.g. countertop
- expansion joints and flashing
- continuous metal supporting angles, metal slot, boxes or anchorages which are built into the structural wall
- wood grounds
- lead pans, waterproof membranes for wet areas, water-proofing and testing of pools, showers, unless specified in this section
- miscellaneous iron work and manufactured specialty items, including mat sinkage frames

09510 ACOUSTICAL PANELS AND TILES

- supplementary structural support or seismic restraint for light fixtures and mechanical equipment

09545 SPECIALTY CEILINGS (including Metal Linear & Integrated ceilings)

- installation of electrical fixtures when not providing the structural element of integrated ceiling systems
- structural components required to meet specific U.L.C. designs other than that forming an integral part of component ceiling system
- supplementary safety chains and support devices as may be required for electrical, mechanical, etc. fixtures
- supply, installation, connection and hook-up of electrical power services to light fixtures supplied by this contractor, including interconnecting wiring
- supply, installation and connections of flexible duct and balancing of air distribution systems
- supply and installation of linear air boots when installed into but not forming an integral part of integrated ceiling systems
- wood blocking, trims and casings for materials other than those used by this trade

09640 WOOD FLOORING

- preparation of surfaces and areas to receive hardwood flooring
- repairs to damage by others
- maintenance and protection of installed hardwood flooring

09650 RESILIENT FLOORING

- preparation of surfaces to receive resilient floor coverings unless specified in this section, except minor chips and dents in an otherwise acceptable subsurface
- heated, on site storage
- shop drawings unless specified in this section
- vinyl or rubber mats and runners (loose laid) unless specified in his section
- poured latex toppings
- latex underlayments unless specified in this section
- cleaning and waxing and other types of protective coating or floor finishes unless specified in this section
- maintenance and protection of installed resilient floor coverings

09680 CARPETING

- preparation of surfaces to receive carpet unless specified in this section, except minor chips and dents in an otherwise acceptable subsurface
- heated, on site storage
- vinyl or rubber back mats and runners (loose laid) unless specified in this section
- poured latex toppings
- trowelled-on latex underlayments except when specified in conjunction with specific installation systems

- final cleaning and final vacuuming or the application of any type of protective coating or retardants unless specified in this section
- maintenance and protection of installed carpet

09720 WALL COVERINGS

COMMON EXCLUSIONS ONLY

09810 ACOUSTICAL BAFFLES

- wood and/or steel stud framing, gypsum wallboard
- wood blocking, trims and casings for materials other than those used by this trade

09840 ACOUSTICAL WALL TREATMENT

- wood strapping
- non-factory applied finishes or site finishing of any work under his trade section except for touch-up
- wood blocking, trims and casings for materials other than those used by this trade

09900 PAINTING (and related sections)

- factory or shop applied prime coats
- franchised coatings unless specified in this section
- prefinished cabinets and trim including site touch-ups
- waterproofing (membrane, tar)
- dampproofing
- artwork and signs (other than graphics)
- colour coding to mechanical and electrical work by coloured tapes or embossed plastic tapes
- painting of court lines and floor finishing for sports flooring systems such as hardwood gymnasium floors

DIVISION 10 - SPECIALTIES

10615 PREFINISHED DEMOUNTABLE PARTITIONS

- glazing unless specified in this section
- supply, installation, or finishing of doors and hardware
- rubber base unless specified in this section

DIVISION 11 - EQUIPMENT

COMMON EXCLUSIONS ONLY

DIVISION 12 - FURNISHINGS

COMMON EXCLUSIONS ONLY

DIVISION 13 - SPECIAL CONSTRUCTION

COMMON EXCLUSIONS ONLY (or as required by a related section)

DIVISION 14 - CONVEYING SYSTEMS

14100 DUMBWAITERS

- all cutting and patching of walls, floors and partitions unless due to error by this trade
- permanent power and connections to the dumbwaiter controller terminals complete with fused disconnect switch at start of installation
- initial guards and protection of hoistway prior to commencement of installation
- fixed access ladder to overhead machine space
- painting required in addition to that specified in this section
- dry storage and work space adjacent to hoistway
- remote wiring and conduit for remote systems
- sprinklers and detectors in hoistway and machinery spaces

14200 ELEVATORS

- pit ladders, standing platforms, guardrails, hoistbeams, divider beams, sprinklers and cab mounted detectors
- finished flooring inside the elevator
- emergency power supply in elevator machine room complete with necessary contacts
- permanent light fixtures, receptacles and switches in each pit and machine room
- remote conduit and wiring for remote systems
- heating and ventilation of machine rooms
- all cutting and patching of walls, floors and partitions unless due to error by this trade
- temporary/permanent power and connections to the elevator
- controller terminals complete with fused disconnect switch at start of installation
- initial guards and protection of hoistway prior to commencement of installation
- painting required in addition to that specified in this section
- dry storage and work space adjacent to hoistway
- access to site for truck mounted drill rig for drilling hydraulic cylinder hole (unless specified otherwise)
- removal of excess dirt and debris accumulated from drilling cylinder hole
- channel hall frames and sills for freight elevator lobby entrances
- sealing and waterproofing of pit, including the area between the steel casing and PVC liner for hydraulic elevators
- coring and grouting hoistway walls and machine room floors as required for elevator piping and conduit installation unless due to error by this contractor

14300 ESCALATORS & MOVING WALKWAYS

- supporting structure including upper and lower end supports, enclosures walls, railings, guards, closures, shutters, smoke baffles
- exterior covering and finish of escalator truss (side walls and soffit) unless specified in this section
- exterior covering and finish of moving walkway truss or structure (side walls and soffit) unless specified in this section
- finish flooring adjacent to escalator floor plates
- flooring adjacent to moving walkway floor plates
- cutting and patching of floors, walls, ceilings or partitions unless due to error of this trade
- painting required in addition to that specified in this section
- three phase and single phase power to escalator controller terminals complete with fused disconnect switches
- three phase and single phase power to moving walkway
- controller terminals complete with fused disconnect switches
- lights and convenience outlet in upper and lower access wells
- lights and convenience outlet as indicated on moving walkway
- permanent power at start of installation
- initial barricades to guard and protect escalators and wellways prior to start of installation
- initial barricades to guard and protect moving walkway, wellway and trenches prior to start of installation
- dry storage space and work area adjacent to escalator installation area
- dry storage space and work area adjacent to moving walkway installation area
- access to wellway for moving walkway truss

DIVISION 15 – MECHANICAL (and related Sections/Divisions)

- outside service piping not shown or specified in the Division 15 plans or specifications, fittings, precast concrete and related work beyond one meter of the building, with the exception of gas line from the gas meter to the building

[See Rule Clarification 3.0](#)

- excavation, compaction, backfilling, dewatering (except where required for geothermal heat pump systems)
- line voltage wiring or control (over 24 volt) unless specified in this section
- painting when specified in Section 09900 Painting
- pipe bollards
- asbestos abatement unless specified in this section
- asbestos abatement when also specified in another section
- cutting, coring, patching unless due to error by this trade (except in-ground coring or drilling for geothermal heat pump systems)
- concrete work
- furring and backing
- filter fabric and drain rock

- weeping tile and/or footing drains and their cleanout risers including the cleanout
- seismic restraint, seismic restraint design, approval or seals unless specified in this section
- thermal concrete used for duct insulation (zonolytic concrete)
- firestopping unless specified in this section
- buried corrugated metal culvert piping or tanks constructed of corrugated metal culvert
- wall angles and metal edge mouldings for support of radiant panels in suspended ceilings when also specified in Div. 9
- non plumbing pipe rain water leaders such as hollow steel sections (hss)
- removal of existing outside site service piping and underground piping except petroleum fuel pipes and tanks when specified in this division
- perforated piping/weeping tile drainage systems (such as for playing fields)
- x-rays for cutting, coring, patching unless due to error by this trade

DIVISION 16 – ELECTRICAL (and related Sections/Divisions)

- control wiring unless specified in this section
- all civil concrete, excavation or backfill work including shoring and bedding
- cast iron covers for pull pits
- precast and/or cast in place concrete products such as pullboxes
- duct drainage and associated backwater valves
- backing
- fire stopping unless specified in this section
- painting unless specified in this section
- painting also specified in Section 9900 Painting
- fire related drywall enclosures for panelboard and light fixtures
- cutting, patching or coring unless due to error by this trade
- seismic restraint, seismic restraint design, approvals or seals unless specified in this section
- temporary lighting unless specifically detailed on the electrical drawings that are part of the Bid for the Division 16 work
- x-rays for cutting, coring, patching unless due to error by this trade

APPENDIX B

CONSTRUCTION ASSOCIATION OF NOVA SCOTIA OFFICE

For projects within the **Atlantic Provinces Region** contact:

Construction Association of Nova Scotia

#3 – 260 Brownlow Avenue

Dartmouth, NS B3B 1V9

Phone: 902-468-2267

Fax: 902-468-2470

www.cans.ns.ca

email: cans@cans.ns.ca

Addresses: CANS makes every effort to ensure these addresses are current, but can assume no responsibility for their accuracy at the time of use. Please contact your local construction association or the *CANS Online Bidding System for Trade Contractors Administrator* in the Region where the project is closing to verify all current addresses.

APPENDIX C

BID BOND

For Review Purposes Only

Standard Construction Document

CCDC 220 - 2002

No. _____ Bond Amount \$ _____
_____ as Principal, hereinafter called the Principal, and
_____ a corporation created and existing under the laws
of _____ and duly authorized to transact the business of Suretyship in _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto _____ as
Obligee, hereinafter called the Obligee, in the amount of _____
_____ Dollars (\$ _____) lawful money of Canada, for the payment
of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated _____ day of _____, in the year _____
for _____

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within _____ () days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated _____ day of _____, in the year _____.

SIGNED and SEALED

Principal

in the presence of

ATTORNEY IN FACT

Signature

Name of person signing

Surety

Signature

Name of person signing



Copyright 2002
Canadian Construction Documents Committee

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)

APPENDIX D

CONSTRUCTION ASSOCIATION OF NOVA SCOTIA'S (CANS) ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS ADMINISTRATION

- () CANS Online Bidding System for Trade Contractors
c/o Construction Association of Nova Scotia
3-260 Brownlow Avenue
Dartmouth, NS B3B 1V9
p) 902-468-2267
f) 902-468-2470

DATE: _____

PROJECT: _____

Please be advised that we {will/will not} be bidding on the project as a *General Contractor*.

Please dispatch my subtrade prices by: () DHL Acct# _____
() Greyhound Acct# _____
() State Other _____
() Pick- up _____

We will be bidding "OWN FORCES" ON:

NOTE: Where notification of intent to bid received at *CANS Online Bidding System for Trade Contractors* after the corresponding hour two *Working Days* prior to the *CANS Online Bidding System for Trade Contractors* Closing, a request for the *General Contractor's* disqualification will be issued.

COMPANY: _____

STREET: _____ CITY: _____

POSTAL CODE: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____

Disclaimer: *General Contractors* who have properly responded to *CANS Online Bidding for Subcontractors* by completing and forwarding this form are considered to have complied with the requirements of Rule 4.A.(i). PLEASE NOTE: The circulation of this form by *CANS Online Bidding for Subcontractors* is a courtesy, and *CANS Online Bidding for Subcontractors* and its agents accept no responsibility for ensuring that each *General Contractor* receives this form. Regardless of whether this form is, or is not, received by the *General Contractor*, it will always be the responsibility of the *General Contractors* to comply with the requirements of Rule 4.A.(i).

V RULE CLARIFICATIONS

RULE CLARIFICATION NO. 1.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

CASH ALLOWANCES

Paragraph (vi) of Section III, 3. Trade Contractors, C. Bid Content

Cash allowances or other stipulated sums required by the *Project Documents* should be *bid* as follows:

1. Exclude fees or cash allowances for service connections unless specified in the trade section, as per the Standard Exclusions in [Appendix A](#) of the Rules.
2. Where it is clearly a requirement for the *Trade Contractor* to include the specified allowance or sum, other than those listed in item 1 above, include the amount in the *CANS Online Bidding System for Trade Contractors* price.

If questions or complaints are received, CANS STANDARD PRACTICES COMMITTEE will interpret and apply the rules as follows:

For there to be a clear requirement for the *Trade Contractor* to include the specified allowance or sum the *Project Documents* must state the requirement in terms similar to:

- Division X or Section X shall include an allowance of \$.
Example: Division 16 shall include an allowance of \$1000.00 for type A light fixture.
- or**
- The trade contractor shall include an allowance of \$.
Example: The mechanical contractor shall include an allowance of \$1000.00 for Seismic Design.
- * It will not be a requirement for a *Trade Contractor* to include the specified allowance or sum if it is specified in more than one location and the *Project Documents* require the 'Contractor' or 'Bidder' (*Bidder* is defined as the *General Contractor*) or 'Tenderer' to include the allowance.
- * If a *Bidder* is not sure there is clearly a requirement to include the specified allowance or sum it is recommended they include the allowance in the online bid form.
- * If a *Trade Contractor* provides any other form of communication after the *CANS Online Bidding System for Trade Contractors* closing, to indicate that the allowance or sum was included in the bid this will constitute an amendment after the *CANS Online Bidding System for Trade Contractors* closing which alters the *Bid* price and will be considered to be in contravention of the Rules.
- * *Trade Contractors* are not obligated to carry an allowance even if the documents and rules require them to include it as part of their bid. *Trade Contractors* may identify on the online Bid Form that they have not included an allowance they should have included. However, where the requirements of the *CANS Online Bidding System for Trade Contractors Rules of Procedure for Online Bidding* indicate that a *Trade Contractor* was to have included a cash allowance and did not, the *General Contractor* may assign the allowance or sum to the *Trade Contractor* for the amount of the allowance or sum only. Under this consideration a *Trade Contractor* would have to include the overhead and markups associated with the allowance in their original bid amount.

RULE CLARIFICATION NO. 2.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

SEPARATE PRICES

Paragraph (iii) & (iv) of Section III. 3. Trade Contractors, C. Bid Content

Alternative, Alternate or separate prices required by the *Project Documents* are to be *Bid* as follows:

[Review the Instructions to *Bidders, General Contractors'* bid form, General Conditions, Supplementary General Conditions and General Requirements (Division 1) to determine if any *separate* or *alternate prices* are required. For clarity it may be necessary to review the specific Section or Division for any detailed information about the work that relates to an *alternate* or *separate price* for that Section or Division.]

1. Clearly identify on the Bid Form, as an addition or deletion as required.
2. Clearly identify on the Bid Form, with a zero dollar amount as an addition or deletion or “no change”, if the work specified does not affect the *Bid* price.

IF QUESTIONS OR COMPLAINTS ARE RECEIVED, CANS STANDARD PRACTICES COMMITTEE WILL INTERPRET AND APPLY THE RULES AS FOLLOWS:

Alternative, alternate or separate prices must be *bid* through *CANS Online Bidding System for Trade Contractors*.

Any instructions to the *General Contractors* which permit them to provide *alterative, alternate or separate prices* after their tender closing are not applicable to *Trade Contractors*.

If the required *alternative, alternate or separate prices* are not identified on the *Bid* Form:

The *Bid* will be considered to be in contravention of the Rules and may be subject to disqualification.

Several trades may be involved in the work identified as an *alternatvie, separate or alternate price* requirement. If the *Project Documents* do not specifically identify which trade sections or division (such as in the addition or deletion of a room or portion of a building): *Trade Contractors* would review these items and provide the appropriate price as required. If the work does not affect the *Bid* price, acknowledge by inserting a zero dollar amount or indicating “no change”, or similar language, on the *Bid* Form:

- *If there is no reference, price or amount indicated for a clearly required alternative, alternate or separate price on the Bid Form, the Bid will be considered to be in contravention of the Rules. It will be up to any party who complains to prove without doubt that there was a requirement for an alternative, separate or alternate price from a specific trade.*
- *Bidders may, for the purposes of clarity, indicate \$0 or N/A (Not Applicable) for alternative, alternate or separate prices that do not affect the work of this trade but are not required to do so.*
- *Where Trade Contractors are clearly required to provide an alternative/separate/alternate/unit price(s), an explicit dollar value reference must be made on the Bid Form (i.e. \$0.00 or Nil are acceptable; N/A is not acceptable).*



RULE CLARIFICATION NO. 3.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

APPENDIX A, DIVISION 15 – MECHANICAL EXCLUSIONS

IF QUESTIONS OR COMPLAINTS ARE RECEIVED, CANS STANDARD PRACTICES COMMITTEE WILL INTERPRET AND APPLY THE RULES AS FOLLOWS:

1. OUTSIDE SERVICE PIPING ... BEYOND ONE METER OF THE BUILDING (WHEN NOT SHOWN OR SPECIFIED ON THE MECHANICAL DRAWINGS OR DIVISION 15 SPECIFICATIONS)

Outside service piping will be considered to include only: all water lines, sanitary sewer lines (including septic fields) and storm sewers. Natural gas lines from the meter to the building are included in the *Bid* for Division 15 Mechanical regardless.

Outside service piping is to be included in the *Bid* for Division 15 when it is shown or specified in one of either the Mechanical Drawings or Division 15 specifications and as defined herein:

When outside service piping is:	Excluded	Included
1. Specified in Division 15		x
2. Shown on the Mechanical Drawings		x
3. Specified and shown on the Mechanical Drawings		x
4. Shown on Civil drawings and specified in Division 15		x
5. Specified in Division 2 and shown on Mechanical Drawings		x
6. Specified in Division 2 and shown on Civil Drawings*	x	
7. Specified and shown on Civil Drawings*	x	
Both condition 1. and 6. above exist*	x	
Both condition 1. and 7. above exist*	x	

*The *Bidder* for Division 15 is only responsible for any defined (a measurement is indicated) portion of the site service piping shown on the Mechanical Drawings, even if it is more than one meter beyond the building.

Should outside site service piping be specified other than in Division 15 (generally Division 2), but be shown on the Mechanical drawings, then the work of the section(s) relating to the outside site service piping shall be included in the *Bid* for Division 15. The exclusions for Division 15 shall apply to the work of this other section(s).

Stipulated sums/cash allowances/fees for service connections specified in this other section(s) or on the Mechanical drawings shall also be included. The exception to this is identified in Rule Clarification 1.

RULE CLARIFICATION NO. 3.0 (Continued)

When specified as:	Excluded	Included
Cash allowance specified only in Division 2 when the outside service piping is included in the <i>CANS Online Bidding System Bid</i>		x
Cash Allowance specified in Division 2 and on the <i>GC Bid Form</i> or <i>Instructions To Bidders</i> when the outside service piping is included in the <i>CANS Online Bidding System Bid</i>	x	
Connection fees specified in Division 2 when the outside service piping is included in the <i>CANS Online Bidding System Bid</i>		x
Connection fees specified in Division 2 and on the <i>GC Bid Form</i> or <i>Instructions To Bidders</i> when the outside service piping is included in the <i>CANS Online Bidding System Bid</i>	x	

If outside service piping (with the exception of natural gas line from the natural gas meter to the building) is not shown or specified on one of either the mechanical drawings or specified in Division 15, the Mechanical Contractor must include in his scope the work to extend the piping for a length of one meter beyond the building wall. Where site service piping runs parallel to a building wall but is within one metre of the wall, the *Bid* for Division 15 Mechanical shall include only one lineal metre of piping.

2. CONCRETE WORK

Concrete work, whether inside or outside the building, is defined to include both precast and poured in-place concrete for structures such as catch basins, thrust blocks, manholes, interceptors, sumps, sandtraps, lift stations, trench drains, chambers, vaults and tanks. The tops, frames, covers and/or grates for all of the above are also excluded from the *Bid* for Division 15 Mechanical.

3. WEEPING TILE AND/OR FOOTING DRAINS

Where solid sections of pipe for weeping tile and/or footing drainage systems run under the building and connect directly (no perforated pipe) to the storm drainage system or to a sump/man hole, they are to be included in the *Bid* for Division 15.



RULE CLARIFICATION NO. 4.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

GENERAL CONTRACTORS' OWN FORCES BID

Paragraphs (i) & (iv) of Section III.4. General Contractors. B. Own Forces Bid

- (i) *General Contractors* intending to perform any of the specified *CANS Online Bidding System for Trade Contractors* sections or division of work with that Contractor's *Own Forces*, must notify, in writing, all closing *Administrators* of the decision to do so, no less than two *working days* before the *CANS Online Bidding System for Trade Contractors* closing time.
- (ii) *General Contractors* who have notified the *Administrator* in the region where the project is located of their intention to *Bid* a section or division as *Own Forces* work and who wish to withdraw from bidding *Own Forces* must notify the *Administrator* in the region where the project is closing not less than two working before the *CANS Online Bidding System for Trade Contractors* closing time.

IF QUESTIONS OR COMPLAINTS ARE RECEIVED, CANS STANDARD PRACTICES COMMITTEE WILL INTERPRET AND APPLY THE RULES AS FOLLOWS:

Section I. Definitions of the *CANS Online Bidding System for Trade Contractors* Rules of Procedure currently defines "*Own Forces*" as the work performed by a *General Contractor* for a trade section or division specified to be a *CANS Online Bidding System for Trade Contractors* trade. The work of that trade will be carried out by the *General Contractor's* own employees. "Working day" is defined in Section I of the Rules as any 24 – hour day of the week excluding Saturdays, Sundays and statutory holidays. (Note this does not exclude any industry-designated holiday.)

The following definition will be applied:

The required "two working days" notice is defined as no less than 48 hours notice prior to the Electronic Bidding System closing time, such 48 hours to include two consecutive days of the week, excluding Saturdays, Sundays and statutory holidays.

For example, if *CANS Online Bidding System for Trade Contractors* closes at 3:00 pm on Wednesday, the deadline for accepting written bidding *Own Forces* notices is 3:00 pm on Monday. If the *CANS Online Bidding System for Trade Contractors* closing is 3:00 pm on Tuesday, the deadline is 3:00 pm on Friday. The appropriate deadline will be strictly enforced.

RULE CLARIFICATION NO. 5.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

SELECTION OF TRADE CONTRACTORS

Paragraph (1) of Section III, 4. *General Contractors*,
C. Selection for Use of CANS Online Bidding System for Trade Contractors Bids

**IF QUESTIONS OR COMPLAINTS ARE RECEIVED, CANS STANDARD PRACTICES COMMITTEE
WILL INTERPRET AND APPLY THE RULES AS FOLLOWS:**

1. Alternative, Alternate, Separate or Unit Prices

When the *Project Documents* require that the *General Contractor's GC Bid Form* include alternative prices, *separate prices*, *alternate prices* or unit prices, these same prices, submitted as required by the *Trade Contractors* on their online *Bid form*, are considered part of the *Trade Contractors' Bid* and cannot be used separately from the *Bid*.

General Contractors selecting a *Bidder* for the Stipulated Sum portion of the work are also selecting this same *Bidder* for any specified *alternative prices*, *separate prices*, *alternate prices* or *unit prices*.

2. Determination of the Lowest Compliant Bidder Pursuant to Rule 4.C.(i)(b).ii and 6.G.(ii)

The requirement for determination of the lowest compliant *Bidder* applies in the following circumstances only:

- a) under Rule 4.C.(i)(a). where the *Project Documents* require the selection of a *Bidder* and a *GC Bid* contains an irregularity set out in Rule 6.G.(ii); and
- b) under Rule 4.C.(i)(b).ii where the *Project Documents* do not require the selection of a *Bidder* and a *General Contractor* has chosen not to select a *Bidder* for a division or section required to be *Bid*.

For the purposes of calculating the lowest compliant *Bid* as set out in Rule 4.C.(i).b).ii and 6.G. (ii), only price will be considered. The price of the lowest compliant *Bidder* will be determined by the *Bid* price and based on the following application of cash allowances or other stipulated sums (see Rule 3.C.vi) and *Alternative, Alternate or Separate Prices*:

Cash allowances or other stipulated sums – These amounts will not be considered in the determination of the lowest compliant *Bidder* and will be deducted from the *Bid* price, where included, in determination of the lowest compliant *Bidder*.

Alternative Prices – As *Alternative Prices* can be either an *Alternate* or a *Separate Price*, the use of same in the determination of the lowest compliant *Bidder* will be based on whether the *Alternative Price* is an *Alternate Price* or a *Separate Price*, as set out herein.

Alternate Prices – *Alternate Prices* will not be considered in the determination of the lowest compliant *Bidder*.

Separate Prices – Where *Separate Prices* are listed as a deduction from the *Bid* price the deduction will be taken into account in determining the lowest compliant *Bidder*. Where *Separate Prices* are listed as an addition to the *Bid* price the addition will not be taken into account in determining the lowest compliant *Bidder*.

Example of a *Separate Price* Calculation for the Lowest Compliant *Bidder*

<u><i>Bidder</i></u>	<u><i>Bid</i> Amount</u>	<u>Separate Price Amount</u>	<u>Low <i>Bid</i> Amount</u>
Bidder A	\$ 770,500.00	(\$ 25,000.00) Deduct	\$ 745,500.00
Bidder C	\$ 680,000.00	\$ 40,000.00 Add	\$ 680,000.00
Bidder E	\$ 720,000.00	(\$ 45,000.00) Deduct	\$ 675,000.00 (Low Bid)
Bidder F	\$ 930,000.00	\$ 35,000.00 Add	\$ 930,000.00



RULE CLARIFICATION NO. 6.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

BID CONTENT

Paragraph (i) & (ii) 3. Trade Contractors, C. Bid Content

If questions or complaints are received, CANS STANDARD PRACTICES COMMITTEE will interpret and apply the rules as follows:

The scope of work for *Bids* for Sections or Divisions specified to be submitted through *CANS Online Bidding System for Trade Contractors* are to:

1. Be in accordance with all drawings, specifications, addenda, pre-bid interpretations and the current *CANS Online Bidding System for Trade Contractors* Rules of Procedure;
2. Include all work specified within the trade section or division except as required under Appendix A, Standard Exclusions;
3. Exclude work defined as ‘Related Work’ at the beginning of the trade section (except as defined herein).

Example Specification Format

Specification Clause	<i>Electronic Bidding System Bid to Exclude/Include</i>
1.0 General	
1.1 Related Work	Exclude work (unless also listed in 1.2, 2.0 or 3.0 below)
1.2 Scope of Work/ System Description	Include all work regardless of how it is described or whether it is also in another section; with the exception of Exclusions listed in Appendix A of the Rules.
(Alternate) 1.2.1 Related Work	Exclude as per 1.1 above.
2.0 Materials/Products	Include all work regardless of how it is described or whether it is also in another section; with the exception of Exclusions listed in Appendix A of the Rules.
3.0 Execution	Include all work regardless of how it is described or whether it is also in another section; with the exception of Exclusions listed in Appendix A of the Rules.

The requirement to ‘Include all work regardless of how it is described or whether it is also in another Section’ may cause uncertainty as work may be described differently in one Section from another. Nonetheless, *Bidders* are required to *Bid* on the work of their Section regardless of how it is described elsewhere in the documents. For example work described in the Section being *Bid* might be defined as being painted, however, another section describes the work as pre-finished; the section being *Bid* (Painting in this example) must include for the work being finished as specified in the Section being *Bid*. If there is any question regarding scope of work requirements contact the *Administrator*.

If a *Trade Contractor* provides scope of work clarifications or any other form of communication after the *CANS Online Bidding System for Trade Contractors* closing to indicate that work was included or excluded in the *Bid* this will constitute an amendment after the *CANS Online Bidding System for Trade Contractors* closing which alters the *Bid* price and will be considered to be a contravention of the Rules.



RULE CLARIFICATION NO. 7.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

USING MASTERFORMAT 2004 WITH THE *CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE*

This Rule Clarification will be used to identify the differences in the CANS Online Bidding System for Trade Contractors Rules of Procedure when Project Documents are being created or are issued using the CSC/CSI MasterFormat 2004. The Section and Division numbers used are for reference only and may vary from the numbers contained in the actual specifications.

TABLE OF CONTENTS

Rule 1.G. CANS Online Bidding System for Trade Contractors Sections/Divisions and Related Sections	Pages 2, 3 & 4
Appendix A – Standard Exclusions	Pages 5 & 6
Rule Clarification 3.0 – Mechanical Exclusions	Pages 7 & 8

RULE CLARIFICATION NO. 7.0

(Continued)

Rule 1.G. CANS Online Bidding System for Trade Contractors **Sections/Divisions and Related Sections**

Supplementary requirements for MasterFormat 2004

The list within the Rules is as per MasterFormat 1995. The following list replaces those Sections/Divisions for MasterFormat 2004. Where the Section/Division(s) is not addressed refer to the conversion chart for MasterFormat 1995 to MasterFormat 2004 as attached herein.

MASONRY RELATED SECTIONS

Section 040513 Masonry Mortaring
Section 040516 Masonry Grouting
Section 040519 Masonry Anchorage and Reinforcing
Section 040523 Masonry Accessories
Section 042000 Unit Masonry
Section 042100 Clay Unit Masonry (Brick)
Section 042200 Concrete Unit Masonry
Section 042219 Insulated Concrete Unit Masonry
Section 042300 Glass Unit Masonry
Section 072123 Loose-Fill Insulation (for masonry only)

STEEL RELATED SECTIONS

Section 051200 Structural Steel Framing
Section 051300 Structural Stainless-Steel Framing
Section 052000 Metal Joists
Section 053000 Metal Decking
Section 053600 Composite Metal Decking
Section 055000 Metal Fabrications/Miscellaneous Metals
Section 055100 Metal Stairs
Section 055200 Metal Railings
Section 055300 Metal Gratings (Catwalks and Stairs)

ARCHITECTURAL WOODWORK RELATED SECTIONS

Section 062000 Finish Carpentry
Section 064000 Architectural Woodwork
Section 066116 Solid Surfacing Fabrications
Section 123553 Laboratory Casework

ROOFING RELATED SECTIONS

Section 073113 Asphalt Shingles
Section 073126 Slate Shingles
Section 073129 Wood Shingles and Shakes
Section 073213 Clay Roof Tiles
Section 073216 Concrete Roof Tiles
Section 073219 Metal Roof Tiles

RULE CLARIFICATION NO. 7.0 (Continued)

Section 075100 Built-Up Bituminous Roofing (including insulation)
Section 075200 Modified Bituminous Membrane Roofing (including insulation)
Section 075300 Elastomeric Membrane Roofing (including insulation)
Section 075556 Fluid-Applied Protected Membrane Roofing
Section 076000 Flashing and Sheet Metal

WOOD DOORS

Section 081400 Wood Doors
Section 081500 Plastic Doors

WINDOWS AND DOOR RELATED SECTIONS

Section 084113 Aluminum-Framed Entrances and Storefronts
Section 084126 All-Glass Entrances and Storefronts
Section 084229 Automatic Entrances
Section 084400 Curtain Wall and Glazed Assemblies
Section 085113 Aluminum Windows
Section 085313 Vinyl Windows
Section 086200 Unit Skylights
Section 086300 Metal Framed Skylights
Section 088000 Glazing

WALL & CEILING RELATED SECTIONS

Section 053600 Composite Metal Decking
Section 054100 Structural Metal Stud Framing
Section 072100 Thermal Insulation
Section 072113 Board Insulation (including crawl space insulation)
Section 072400 Exterior Insulation and Finish Systems
Section 072600 Vapour Retarders
Section 092213 Metal Furring
Section 092216 Non-Structural Metal Framing
Section 092226 Suspension Systems
Section 092236 Lath
Section 092300 Gypsum Plastering
Section 092400 Portland Cement Plastering
Section 092900 Gypsum Board
Section 095100 Acoustical Ceilings
Section 095300 Acoustical Ceiling Suspension Assemblies
Section 095400 Specialty Ceilings (including metal linear & integrated ceilings)
Section 095600 Textured Ceilings (and wall coatings)
Section 098100 Acoustic Insulation
Section 098400 Acoustic Room Components
Section 102219 Demountable Partitions (including pre-finished gypsum board)
Section 134900 Radiation Protection

FLOORING RELATED SECTIONS

Section 093000 Tiling
Section 096400 Wood Flooring
Section 096500 Resilient Flooring
Section 096800 Carpeting
Section 097300 Wall Carpeting

RULE CLARIFICATION NO. 7.0 (Continued)

PAINTING AND WALLCOVERING RELATED SECTIONS

Section 071900 Water Repellants
Section 097200 Wall Coverings
Section 099100 Painting
Section 099623 Graffiti-Resistant Coatings
Section 099659 High-Build Glazed Coatings
Section 099700 Special Coatings
Section 099800 Abrasive Blasting (Sand Blasting)

MECHANICAL RELATED DIVISIONS/SECTIONS

Combined bids only:
Division 21 Fire Suppression
Division 22 Plumbing
Division 23 Heating, Ventilation and Air Conditioning
[also include as part of the combined bid when appropriate, the related work from Division 25 Integrated Automation, Division 33 Utilities (such as 335000 Fuel Distribution Utilities and 336000 Hydronic & Steam Energy Utilities) and Division 40 to 49 Process Equipment Subgroup]

ELECTRICAL RELATED DIVISIONS/SECTIONS

Division 26 Electrical
Division 27 Communications
Division 28 Electronic Safety and Security
[also include as part of a combined bid with Division 26, when appropriate, the related work from Division 25 Integrated Automation, Division 33 Utilities (such as 337000 Electrical Utilities and 338000 Communications Utilities), Division 34 Transportation (such as 344113 Traffic Signals) and Division 48 Electrical Power Generation]

EXTERIOR IMPROVEMENTS

ASPHALT PAVING

Section 321216 Asphalt Paving
(also include appropriate related work from 321100 Base Courses, 321200 Flexible Paving and 321619 Asphalt Curbs)

LANDSCAPE RELATED SECTIONS

Section 321400 Unit Paving
Section 328000 Irrigation
Section 329000 Planting Preparation (including topsoil)
Section 329200 Turf and Grasses (including maintenance)
Section 329300 Plants (including maintenance)
Section 329400 Planting Accessories
Section 329600 Transplanting (including maintenance)

RULE CLARIFICATION NO. 7.0

(Continued)

APPENDIX A – STANDARD EXCLUSIONS

Supplementary requirements for MasterFormat 2004

Standard Exclusions will apply where applicable to the equivalent Section or Division(s) as per the conversion chart for MasterFormat 1995 to MasterFormat 2004 as follows:

MasterFormat 1995

Section Number / Name

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 2 - SITEWORK

02740 ASPHALTIC CONCRETE (PAVING)

02900 LANDSCAPING

DIVISION 3 - CONCRETE

03200 CONCRETE REINFORCEMENT

03250 POST TENSIONING

03400 PRECAST CONCRETE

DIVISION 4 - MASONRY

04000 MASONRY (and all related sections)

DIVISION 5 - METALS

05100 STRUCTURAL METAL FRAMING

05300 METAL DECKING

05310 METAL COMPOSITE DECK ASSEMBLIES

05500 MISCELLANEOUS METAL

DIVISION 6 - WOOD AND PLASTICS

06200 FINISH CARPENTRY

06400 ARCHITECTURAL WOODWORK

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210 BUILDING INSULATION

07212 RIGID INSULATION

07215 SPRAYED APPLIED INSULATION

07240 EXTERIOR INSULATION AND FINISH SYSTEMS

07260 SHEET VAPOUR BARRIER

07311 ASPHALT SHINGLES

07317 SLATE SHINGLES

07318 CEDAR SHINGLES/SHAKES

07321 CLAY ROOFING TILES

07322 CONCRETE ROOFING TILES

07323 METAL ROOFING TILES

07410 METAL ROOF AND WALL PANELS

07510 BUILT-UP ROOFINGS (and related sections)

07560 FLUID APPLIED ROOFING (and related sections)

07620 METAL FLASHINGS & TRIM

07810 SPRAYED FIREPROOFING

MasterFormat 2004

Section Number / Name

DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

DIVISION 02 - EXISTING CONDITIONS

DIVISION 32 - EXTERIOR IMPROVEMENTS

321216 ASPHALTIC CONCRETE (PAVING)

329000 LANDSCAPING

DIVISION 03 - CONCRETE

032000 CONCRETE REINFORCEMENT

033800 POST TENSIONING

034000 PRECAST CONCRETE

DIVISION 04 - MASONRY

040000 MASONRY (and all related sections)

DIVISION 05 - METALS

051000 STRUCTURAL METAL FRAMING

053000 METAL DECKING

053600 COMPOSITE METAL DECKING

055000 METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

062000 FINISH CARPENTRY

064000 ARCHITECTURAL WOODWORK

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

072100 THERMAL INSULATION

072123 BOARD INSULATION

072129 SPRAYED INSULATION

072400 EXTERIOR INSULATION AND FINISH SYSTEMS

072600 VAPOUR RETARDERS

073113 ASPHALT SHINGLES

073126 SLATE SHINGLES

073129 WOOD SHINGLES/SHAKES

073213 CLAY ROOFING TILES

073216 CONCRETE ROOFING TILES

073219 METAL ROOFING TILES

074113 METAL ROOF PANELS

074213 METAL WALL PANELS

075100 BUILT-UP ROOFINGS (and related sections)

075600 FLUID APPLIED ROOFING (and related sections)

076200 METAL FLASHINGS & TRIM

078100 APPLIED FIREPROOFING

RULE CLARIFICATION NO. 7.0

(Continued)

MasterFormat 1995
Section Number / Name

DIVISION 8 - DOORS AND WINDOWS

08210 WOOD DOORS (and related sections)
 08330 ROLLER SHUTTER (INDUSTRIAL) DOORS
 08360 OVERHEAD (INDUSTRIAL) DOORS
 08370 VERTICAL LIFT (INDUSTRIAL) DOORS
 08400 ALUMINUM ENTRANCES AND STOREFRONTS
 08520 ALUMINUM WINDOWS
 08600 SKYLIGHTS (METAL FRAMED & UNIT)
 08800 GLASS AND GLAZING
 08900 GLAZED CURTAIN WALL

DIVISION 9 - FINISHES

09110 METAL STUD SYSTEMS
 09130 SUSPENSION SYSTEMS FOR
 ACOUSTICAL CEILINGS
 09205 FURRING AND LATHING

 09220 CEMENT PLASTER AND STUCCO
 09250 GYPSUM WALLBOARD
 09300 TILEWORK
 09400 TERRAZZO
 09510 ACOUSTICAL PANELS AND TILES
 09545 SPECIALTY CEILINGS
 (including Metal Linear & Integrated ceilings)
 09640 WOOD FLOORING
 09650 RESILIENT FLOORING
 09680 CARPETING
 09720 WALL COVERINGS
 09810 ACOUSTICAL BAFFLES
 09840 ACOUSTICAL WALL TREATMENT
 09900 PAINTING (and related sections)

DIVISION 10 - SPECIALTIES

10615 PREFINISHED DEMOUNTABLE PARTITIONS

DIVISION 11 - EQUIPMENT

DIVISION 12 - FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 14 - CONVEYING SYSTEMS

14100 DUMBWAITERS
 14200 ELEVATORS
 14300 ESCALATORS & MOVING WALKWAYS

DIVISION 15 - MECHANICAL

DIVISION 16 - ELECTRICAL

MasterFormat 2004
Section Number / Name

DIVISION 08 - OPENINGS

081400 WOOD DOORS (and related sections)
 083500 FOLDING DOORS AND GRILLES
 083323 OVERHEAD (INDUSTRIAL) DOORS
 083600 PANEL DOORS
 084000 ALUMINUM ENTRANCES AND STOREFRONTS
 085100 ALUMINUM WINDOWS
 086000 SKYLIGHTS (METAL FRAMED & UNIT)
 088000 GLAZING
 084400 CURTAIN WALL AND GLAZED ASSEMBLIES

DIVISION 09 - FINISHES

092216 NON-STRUCTURAL METAL FRAMING
 092226 SUSPENSION SYSTEMS FOR
 ACOUSTICAL CEILINGS
 092213 METAL FURRING
 092236 METAL LATH
 092400 CEMENT PLASTER AND STUCCO
 092900 GYPSUM BOARD
 093000 TILING
 0946600 TERRAZZO
 095100 ACOUSTICAL CEILINGS
 095400 SPECIALTY CEILINGS
 (including Metal Linear & Integrated ceilings)
 096400 WOOD FLOORING
 096500 RESILIENT FLOORING
 096800 CARPETING
 097200 WALL COVERINGS
 098100 ACOUSTIC INSULATION
 098400 ACOUSTICAL ROOM COMPONENTS
 099000 PAINTING (and related sections)

DIVISION 10 - SPECIALTIES

102219 PREFINISHED DEMOUNTABLE PARTITIONS

DIVISION 11 - EQUIPMENT

DIVISION 12 - FURNISHINGS

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 14 - CONVEYING EQUIPMENT

141000 DUMBWAITERS
 142000 ELEVATORS
 143000 ESCALATORS & MOVING WALKWAYS

DIVISION 21 - FIRE SUPPRESSION

DIVISION 22 - PLUMBING

**DIVISION 23 - HEATING, VENTILATION
 & AIR CONDITIONING**

DIVISION 26 - ELECTRICAL

DIVISION 27 - COMMUNICATIONS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

RULE CLARIFICATION NO. 7.0 (Continued)

MASTER FORMAT 2004 FOR RULE CLARIFICATION NO. 3.0

CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS RULES OF PROCEDURE

APPENDIX A, DIVISION 15 *OR DIVISION 22 UNDER MASTERFORMAT 2004* - MECHANICAL EXCLUSIONS-

IF QUESTIONS OR COMPLAINTS ARE RECEIVED, CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS WILL INTERPRET AND APPLY THE RULES AS FOLLOWS:

1. **OUTSIDE SERVICE PIPING ... BEYOND ONE METER OF THE BUILDING (WHEN NOT SHOWN OR SPECIFIED ON THE MECHANICAL DRAWINGS OR DIVISION 15 SPECIFICATIONS *OR DIVISION 22 UNDER MASTERFORMAT 2004*)**

Outside service piping will be considered to include only: all water lines, sanitary sewer lines (including septic fields) and storm sewers. Natural gas lines from the meter to the building are included in the tender for Division 15 Mechanical (*or Division 22 – under MasterFormat 2004*) regardless.

Outside service piping is to be included in the Bid for Division 15 when it is shown or specified in one of either the Mechanical Drawings or Division 15 specifications (*or Division 22 under MasterFormat 2004*) **and as defined herein:**

When outside service piping is:	Excluded	Included
1. Specified in Division 15 (<i>or Division 22 under MasterFormat 2004</i>)		x
2. Shown on the Mechanical Drawings		x
3. Specified and shown on the Mechanical Drawings		x
4. Shown on Civil drawings and specified in Division 15 (<i>or Division 22 under MasterFormat 2004</i>)		x
5. Specified in Division 2 (<i>or Division 33 under MasterFormat 2004</i>) and shown on Mechanical Drawings		x
6. Specified in Division 2 (<i>or Division 33 under MasterFormat 2004</i>) and shown on Civil Drawings*	x	
7. Specified and shown on Civil Drawings*	x	
Both condition 1. and 6. above exist*	x	
Both condition 1. and 7. above exist*	x	

*The *Bidder* for Division 15 is only responsible for any defined (a measurement is indicated) portion of the site service piping shown on the Mechanical Drawings, even if it is more than one meter beyond the building.

Should outside site service piping be specified other than in Division 15 *or Division 22 under MasterFormat 2004* (generally Division 2 *or Division 33 under MasterFormat 2004*), but be shown on the Mechanical drawings, then the work of the section(s) relating to the outside site service piping shall be included in the *Bid* for Division 15 *or Division 22 under MasterFormat 2004*. The exclusions for Division 15 *or Division 22 under MasterFormat 2004* shall apply to the work of this other section(s).

Stipulated sums/cash allowances/fees for service connections specified in this other section(s) shall also be included. The exception to this is identified in Rule Clarification 1:

RULE CLARIFICATION NO. 7.0 (Continued)

When specified as:	Excluded	Included
Cash allowance specified only in Division 2 <i>or Division 33 under MasterFormat 2004</i> when the outside service piping is included in the <i>Bid</i>		x
Cash Allowance specified in Division 2 <i>or Division 33 under MasterFormat 2004</i> and on the tender Form or Instructions To Bidders when the outside service piping is included in the <i>Bid</i>	x	
Connection fees specified only in Division 2 <i>or Division 33 under MasterFormat 2004</i> when the outside service piping is included in the <i>Bid</i>		x
Connection fees s specified in Division 2 <i>or Division 33 under MasterFormat 2004</i> and on the tender Form or Instructions To <i>Bidders</i> when the outside service piping is included in the <i>Bid</i>	x	

If outside service piping (with the exception of natural gas line from the natural gas meter to the building) is not shown or specified on one of either the mechanical drawings or specified in Division 15 *or Division 22 under MasterFormat 2004*, the Mechanical Contractor must include in his scope the work to extend the piping for a length of one meter beyond the building wall. Where site service piping runs parallel to a building wall but is within one metre of the wall, the *Bid* for Division 15 Mechanical *or Division 22 under MasterFormat 2004* shall include only one lineal metre of piping.

2. CONCRETE WORK

Concrete work, whether inside or outside the building, is defined to include both precast and poured in-place concrete for structures such as catch basins, thrust blocks, manholes, interceptors, sumps, sandtraps, lift stations, trench drains, chambers, vaults and tanks. The tops, frames, covers and/or grates for all of the above are also excluded from the tender for Division 15 Mechanical *or Division 22 under MasterFormat 2004*.

3. WEEPING TILE AND/OR FOOTING DRAINS

Where solid sections of pipe for weeping tile and/or footing drainage systems run under the building and connect directly (no perforated pipe) to the storm drainage system or to a sump/man hole, they are to be included in the *Bid* for Division 15 *or Division 22 under MasterFormat 2004*.

VI COMPLAINT & APPEAL PROCESS

VI COMPLAINT & APPEAL PROCESS

COMPLAINTS

Process

1. All Complaints against *General Contractors* and *Trade Contractors* will be accepted at any time.
2. The complaint must be in writing (the '[Complaint Form](#)' at the end of the Complaint & Appeal process may be used). It is the complainant's responsibility to make their case that a contravention has occurred, and must provide all supporting substantiation and documentation (such as appropriate sections of the specifications, instructions to *bidders*, addenda, etc.) The complaint must be submitted to the *CANS Online Bidding System for Trade Contractors Administrator* together with the [complaint fee](#), or authorization to charge the fee to a Regional or Local *Construction Association* membership account. The *Regional Administrator* will ensure that all the information is in order and forward to the *Provincial Administrator*.
3. The *Provincial Administrator* will determine if the material provided is sufficient to initiate an investigation. The *Provincial Administrator* will also determine whether there is sufficient basis to proceed further.
4. The *Provincial Administrator* advises the contractor of the following: that a complaint has been received; the alleged contravention; the process that will be implemented; and, if appropriate, gives the contractor an opportunity to respond to the allegation in writing with supporting documentation.
5. Upon request, copies of the complaint or response may be provided to the parties to the complaint, as appropriate.
6. The *Provincial Administrator* will determine if the investigation necessitates accessing any or all other *Bids* and acts accordingly.
7. The complainant's *Bid* will be automatically accessed and the *Bid* reviewed, together with the subject(s) of the complaint, and the appropriate action taken if a contravention is found.
8. All *decisions* on complaints will be made by the *Provincial Administrator*, who may seek advice from appropriate experts on technical/construction issues forming the basis of a complaint. In the absence of the *Provincial Administrator*, all *decisions* on complaints will be made by a designated *Regional Administrator*, who may form a committee from authorized volunteers, or seek advice from appropriate experts on technical/ construction issues forming the basis of a complaint. In the event that a complaint is of the nature that a competitive advantage may or may not exist and the *decision* requires a subjective opinion, the *Provincial Administrator* may choose to form a committee from the authorized volunteers and request a written opinion from the volunteers.
9. In accordance with the Rules, a *decision* will be made within fifteen (15) *working days* of receipt of a written complaint. Complaints will be dealt with in the order they are received by the *Provincial Administrator*. Complaints will be dealt with in as timely a manner as

possible, but there is no guarantee that a *decision* will be made four (4) hours prior to the *General Contractors'* closing.

Decisions

A. Trade Contractors

- (a) If there is a *decision* to disqualify a *Trade Contractor* for a contravention of the rules, *General Contractors* should be so notified four (4) hours or more before the *General Contractors* closing.
 - (i) The Provincial *Administrator* will notify all *General Contractors* by fax or email (marked URGENT) of the disqualification and advise them they will be in contravention of the Rules if they use the disqualified *Bid*. *General Contractors* must consider the disqualification valid if the fax is received prior to the *General Contractors'* closing time. Every effort will be made to provide notifications as early as possible.
 - (ii) The Provincial *Administrator* will notify the *Bid Calling Authority*, by fax or email, of any disqualified *Trade Contractors* bids; and that any *General Contractor* who uses a disqualified *Bid* will be in contravention of the Rules and their *Bid* shall be disqualified.
 - (iii) When through circumstances not defined in the Rules, and where a disqualification is not enforced, other sanctions may be applied.
- (b) If a *decision* is made less than four (4) hours before the *General Contractors'* closing that a *Bid* is in contravention of the rules, a penalty and/or other sanctions will be imposed. In accordance with the rules, a *Bid* cannot be disqualified after this time period, and is considered a valid *Bid*.
 - (i) Any penalty must be paid within thirty (30) days of the date of the notice of the *decision* (or within the same time period if a suspension from bidding is imposed and is less than thirty (30) days). Suspension of bidding will begin seven (7) *working days* from the date of notice of the *decision*, or the date of receipt of an advice that the contractor does not intend to appeal the *decision*, whichever is sooner. However, suspension of bidding will continue beyond the original sanction period until any penalty is paid. Where only a financial penalty was levied and such fine remains unpaid after thirty (30) days, a suspension of bidding may be applied. The amount of penalties may escalate with repeat of a contravention.
 - (ii) The Provincial *Administrator* will notify the parties to the complaint, and the Regional *Administrator* involved, of the *decision* and the resulting actions. The Regional *Administrator* will return the complaint fee to the appropriate party.
 - (iii) The Provincial *Administrator* will notify all Regional *Administrators* of any suspensions from bidding, and when bidding may be resumed. The Regional Associations will provide the information to all *CANS Online Bidding System for Trade Contractors Administrators* in their region.

- (c) If a *decision* is made that the rules were not contravened, the Provincial *Administrator* will notify the parties to the complaint and the Regional *Administrator* involved of the *decision*. The complaint fee will be retained by CANS.
- (d) An appeal may be filed, in writing, with the provincial *Administrator* within seven (7) *working days* of the date of notice of the *decision*.
- (e) If a *decision* is made four (4) hours or more before the *General Contractors'* closing that the contractor has contravened the Rules, but did not have a competitive advantage (as allowed under Rule 6.G. *Bid Irregularities*), a penalty and/or other sanctions may be imposed.
 - (i) Any penalty must be paid within thirty (30) days of the date of the notice of the *decision* (or within the same time period if a suspension from bidding is imposed and is less than thirty (30) days). Suspension of bidding will begin seven (7) *working days* from the date of notice of the *decision*, or the date of receipt of an advice that the contractor does not intend to appeal the *decision*, whichever is sooner. However, suspension of bidding will continue beyond the original sanction period until any penalty is paid. Where only a financial penalty was levied and such fine remains unpaid after thirty (30) days, a suspension of bidding may be applied. The amount of penalties may escalate with repeat of a contravention.
 - (ii) The Provincial *Administrator* will notify the parties to the complaint, and the regional *Administrator* involved, of the *decision* and the resulting actions. The Regional *Administrator* will return the complaint fee to the appropriate party.
 - (iii) The Provincial *Administrator* will notify all Regional *Administrators* of any suspensions from bidding, and when bidding may be resumed. The *Regional Associations* will provide the information to all *CANS Online Bidding System for Trade Contractors Administrators* in their region.
- (f) Where a complaint is of the nature that it is not defined by the process herein, the procedures will be as determined by the *CANS Standard Practices Committee* having regard to the particular circumstances of the issue under consideration.

B. General Contractors

- (a) The Provincial *Administrator* will notify the *Owner* of any disqualified *Trade Contractors Bids*, and that any *General Contractor* who uses a disqualified *Bid* will be in contravention of the Rules and request that their *GC Bid* be disqualified.
 - (i) When through circumstances not defined in the Rules, and where a disqualification is not enforced, other sanctions may be applied.
- (b) If a *decision* is made prior to *GC Bid* award that a *General Contractor* contravened the Rules and provided an unfair competitive advantage:
 - (i) The Provincial *Administrator* will notify the *Owner* and request that the *Owner* disqualify that *General Contractor's GC Bid*.
 - (ii) The Provincial *Administrator* will notify the parties to the complaint and the Regional *Administrator* involved, of the *decision* and the resulting actions. The Regional *Administrator* will return the complaint fee to the appropriate party.
- (c) If a *decision* is made that a *General Contractor* contravened the Rules the *General Contractor* will be subject to penalties, suspensions from use of *CANS Online Bidding System for Trade Contractors* and/or other sanctions that may be imposed:
 - (i) The Provincial *Administrator* will notify the parties to the complaint, and the Regional *Administrator* involved, of the *decision* and the sanctions imposed. The Regional *Administrator* will return the complaint fee to the appropriate party.
 - (ii) Any penalty must be paid within thirty (30) days of the date of the notice of the *decision* (or within the same time period if a suspension from use of *CANS Online Bidding System for Trade Contractors* is imposed and is for less than thirty (30) days). Suspension of use will begin seven (7) *working days* from the date of notice of the *decision*, or the date of receipt of an advice that the *General Contractor* does not intend to appeal the ruling, whichever is sooner. However, suspension of use will continue beyond the original sanction period until any penalties are paid.
 - (iii) The Provincial *Administrator* will notify all Regional *Administrators* of any suspensions from use of *CANS Online Bidding System for Trade Contractors*, and when use may be resumed. The Regional Associations will provide this information to all *CANS Online Bidding System for Trade Contractors Administrators* in their region.
- (d) If a *decision* is made that the *General Contractor* did not contravene the Rules, the Provincial *Administrator* will notify the parties to the complaint, and the Regional *Administrator* involved, of the *decision*. The complaint fee will be retained by CANS.
- (e) A written appeal may be filed with the Provincial *Administrator* within seven (7) *working days* of the date of notice of the *decision*.

- (f) Where a complaint is of the nature that it is not defined by the process herein, the procedures will be as determined by the *CANS Standard Practices Committee* having regard to the particular circumstances of the issue under consideration.

APPEALS

1. An appeal application and all supporting documentation must be received by the Provincial Administrator within seven (7) working days of the date of notice of the decision. The appeal application and all supporting documentation must be accompanied by the appropriate fee, or authorization to charge the fee to a CANS account.
2. The other party(ies) involved will be notified of the appeal, provided with the appeal documentation and given an opportunity to provide a written response.
3. An appeal review committee of three (3) authorized volunteers from the Association will be formed to consider the appeal. The Appeal Review Committee will be appointed by the Chair of the *CANS Standard Practices Committee* or its designated representative.
4. The Provincial Administrator will schedule a telephone conference meeting of the review committee. Appropriate arrangements will be made if any of the parties involved wish to make an oral presentation of their case.
5. The Provincial Administrator will:
 - (a) Assist the Chair of the *CANS Standard Practices Committee* or its designated representative with the appointment of the Appeal review committee.
 - (b) Manage all correspondence and communication with the Appeal Review Committee.
 - (c) Consult with the Appeal review committee on the reasoning and rationale for the decision and all penalties and/or other sanctions that were imposed. The Provincial Administrator will provide the information for the reasoning and rationale for the decision directly to the Appeal review committee and may respond to any issues, positions or arguments made or advanced by the party appealing the decision.
6. In accordance with the Rules of Procedure for *CANS Online Bidding System for Trade Contractors*, a decision will be made within ten (10) working days of receipt of a written appeal.

If the appeal is upheld and the initial decision overturned:

- (a) The appeal fee will be returned.
- (b) Any penalties and/or other sanctions imposed will be rescinded.
- (c) The Provincial Administrator will notify the parties to the complaint of the decision.

7. If the initial decision is upheld, any penalties and/or other sanctions imposed will become effective from the date of notice of the Appeal Review Committee's decision.

If the party appealing the initial decision retains legal counsel with respect to the appeal and the initial decision is upheld by the Appeal review committee, the Appeal Review Committee may, in its sole and absolute discretion, order that the party appealing the initial decision pay all or part of the CANS legal fees, and related taxes and disbursements, incurred with respect to the appeal.

8. The Appeal Review Committee's decision is final.

Note 1: Trade Contractors should be aware that if their Bid has been disqualified and the appeal subsequently upheld, the CANS Online Bidding System for Trade Contractors has no authority to require that the named Contractor be replaced.

Note 2: The appeal process is a review and ruling by industry volunteer representatives and is based only on the Rules of Procedure for CANS Online Bidding System for Trade Contractors and the process as set out therein. The appeal process does not follow the practice, procedure or conventions of courts of Nova Scotia.

PUBLICITY

The Provincial *Administrator* will inform the Regional Associations of any contravention of the rules, actions taken and *Decisions* regarding appeals. The associations will publicize the information to their members only after any appeal process has taken place.

CANS Online Bidding System for Trade Contractors **Complaint Form**

Please Print All Information Clearly

Complete & return this form with attachments to your Regional Construction Association Administrator.

Complainant _____ Date _____

Company _____

Address _____ Phone _____

_____ Fax _____

Project _____

Complaint against *(Name of Contractor(s))* _____

Nature of Complaint *(if more space is required, attach of Complainant letterhead)*

Identify Specific Rule(s) Contravened

Itemize Supporting Documentation Attached

NOTE: all appropriate documentation to substantiate complaint must be provided. The CANS Online Bidding System for Trade Contractors will only provide a copy of the bid form if necessary.

Filed by: _____

Signature

PRINT Name & Title

Complaint Fee

Charge to applicable Membership No. _____

Cheque Attached

**CONSTRUCTION ASSOCIATION OF NOVA SCOTIA
CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS**

#3 – 260 Brownlow Avenue, Dartmouth, NS B3B1V9
Tel: (902) 468-2267 Fax: (902) 468-2470 8Email: onlinebidding@CANS.ns.ca

LIST OF CANS ONLINE BIDDING SYSTEM FOR TRADE CONTRACTORS FEES

FEES (HST included unless otherwise noted)

RULES OF PROCEDURE MANUAL (Hardcopy).....	\$ 27.50 ea
RULES OF PROCEDURE MANUAL (Online)	Free download
GENERAL CONTRACTOR CLOSING.....	\$ 120.00 incl HST
TRADE CONTRACTOR CLOSING.....	\$ 120.00 incl HST
MISSED BID NOTIFICATION.....	\$ 50.00 per G/C
BOND AMENDMENT ADMINISTRATION FEE.....	\$ 250.00
COMPLAINT FEE.....	\$ 200.00
COMPLAINT APPEAL FEE.....	\$ 800.00
WITHDRAWAL OF BID:	
1st withdrawal.....	\$ 500.00
2nd withdrawal.....	\$ 1,000.00
3rd withdrawal.....	\$ 2,000.00
4th withdrawal.....	\$ 4,000.00
(This will continue to double with every withdrawal through a twelve month period from the date of the previous withdrawal.)	