

RULES

Urban Design Competition Promenade Smith, Griffintown

VILLE DE MONTRÉAL



**URBAN DESIGN COMPETITION
PROMENADE SMITH, GRIFFINTOWN**

Partners:
Direction du développement économique et urbain
Arrondissement du Sud-Ouest / Sud-Ouest Borough
VILLE DE MONTRÉAL



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PREAMBLE

The Promenade Smith development project is part of a series of projects that the Ville de Montréal has carried out for more than twenty years in Old Montréal and the surrounding area to improve the environment of downtown and to give the neighbourhoods back to citizens. Examples include Promenade de la Commune, Place Jacques-Cartier, Place de la Paix, Rue Charlotte, Place d'Youville, the Quartier international and Cité du Multimédia. More recently, the new developments at the Quartier des spectacles and Place d'Armes are part of this ongoing work.

For the Promenade Smith development, located on the eastern edge of the Griffintown area, the Ville de Montréal has decided to conduct an urban design competition, part of the series of commitments taken by the City and the partners of the Action Plan 2007-2017-Montréal, Cultural Metropolis. This action plan seeks to promote excellence in design and architecture by generally utilizing competitions and to contribute to the assertion of Montréal as a UNESCO City of Design.

It is in this context that the Ville de Montréal's Division de l'urbanisme, the Bureau du design and the Bureau de gestion des grands projets have collaborated to implement the Promenade Smith competition.

DEFINITIONS

For the purposes of this competition, unless the text indicates a different meaning, the following definitions apply:

Professional services agreement: All professional services that the City intends to entrust to the *winner* after the competition, in order to carry out the Promenade Smith urban development *project* as well as the work methods for these same services.

Technical Committee: Committee charged with analyzing technical, programming, regulatory and budgetary repercussions with regard to the *services*. It makes reports to the *jury* but does not judge the *projects*. Its analysis is factual and based on the competition documents.

Participant: *Designer* or *design firm* that must meet the competition eligibility conditions and that submits a *proposal* pursuant to the Rules at the first stage of the competition.

Professional advisor: Architect whose services are retained by the *City* in order to prepare competition documents, organize the activities necessitated by the competition and ensure that it runs smoothly in accordance with the established Rules. He or she acts as secretary of the technical committee and the *jury*, and does not have the right to vote.

Designer: Any practitioner, member of a professional order or association whose practice is related to designing or creating urban development projects (for example, in architecture, landscape architecture, urbanism, environmental design, industrial design, urban design). For those who are not a member of such an order or association, any practitioner with a university degree from a *program* in the design or creation of urban development projects and whose practice in the field is

recognized by his or her peers and attested by two letters from members in good standing of a relevant order or association.

Lead designer: *Designer representing a participant.*

Finalist: *Participant selected by the jury during the first stage of the competition to prepare and make a submission, in the second stage, pursuant to the Rules.*

Jury: *Group of people responsible for analyzing and evaluating the participants' and finalists' competition proposals and submissions pursuant to the Rules and program, and to recommend a winner to City officials. The jury's role also includes validating the compliance of the proposals and submissions with the competition Rules and program.*

Winner: *Finalist whose submission is selected by the jury during the competition.*

Submission: *All work submitted for the jury's assessment by a finalist, including required documents and participation in an interview at the second stage of the competition.*

Project: *The Promenade Smith urban development as defined in the construction parcel plan in section 1.2 of the Rules.*

Program: *Official competition document, in addition to the Rules, which provides the information, guidelines and directions required to prepare a satisfactory and complete proposal and submission with regard to the specifications set forth by the project.*

Proposal: *All documents submitted for the jury's assessment by a participant at the first stage of the competition.*

Rules: *Document including all eligibility requirements and all clauses governing the running of the competition.*

External resource: *Professional or consultant hired by a finalist to help create a submission during the competition. If necessary, he or she must act under the authority of the Lead Designer. An external resource is not part of the participant or finalist.*

City: *the Ville de Montréal. Legal person initiating the competition and in charge of carrying out the project that is the object of the competition, if applicable and pursuant to the Rules.*

1. FORMATION OF THE COMPETITION

1.1 COMPETITION BACKGROUND

The transformation of partial road and rail rights of way into public spaces in the Griffintown area is the object of this urban design competition.

This area comprises a part of Montréal's Sud-Ouest borough along the Lachine canal. At one time, it was the driving force of Canada's dynamic industrial economy. In decline and awaiting a new vocation since the end of the 20th century, it has been resettled over the past few decades by a new population made up in part of artists, artisans and self-employed workers. The area, which is currently undergoing redevelopment, is the subject of new interest from real estate promoters and citizens in general.



FIGURE 1: PHOTO OF THE PROMENADE SMITH SITE AND COMPETITION LIMITS.

The development site for the purposes of this competition is described in the program. Figures 1 and 2 provide an overview.

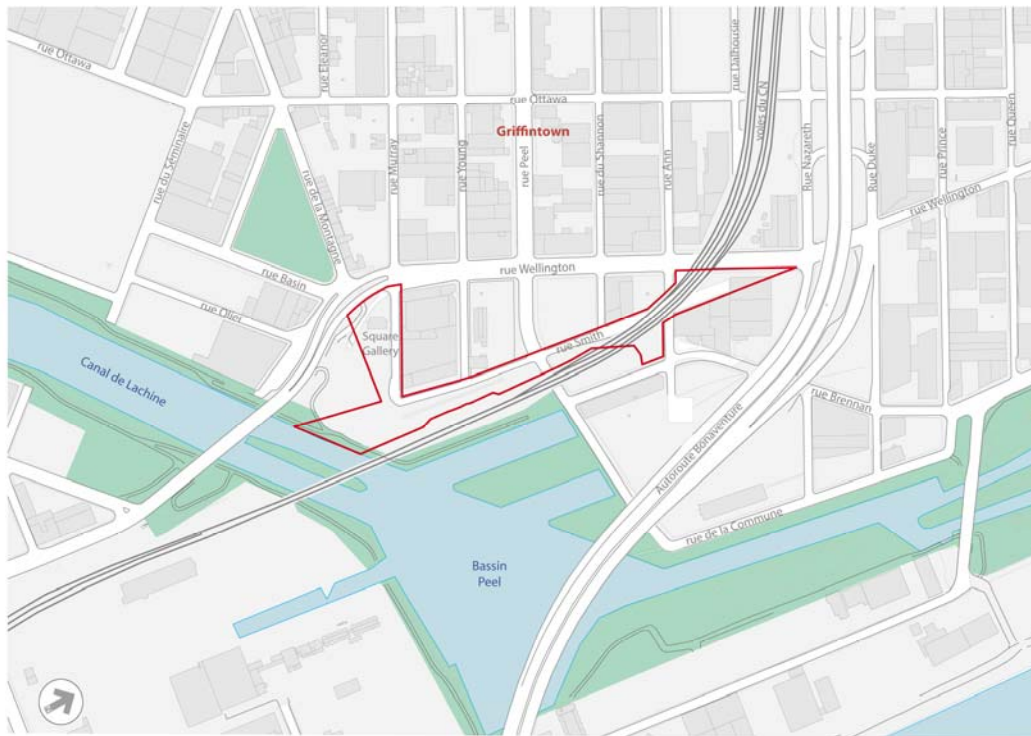


FIGURE 2: PLAN OF THE PROMENADE SMITH SITE AND COMPETITION LIMITS.

1.2 OBJECT OF THE COMPETITION

The competition site is made up of an urban fringe of approximately 500 m along the current Rue Smith, which stretches from the intersection of Nazareth and Wellington to the Lachine Canal to the south. Near the canal, the site also includes a triangular area located on the axis of Rue de la Montagne. The area of the competition site is approximately 1.8 hectares (development parcels 1, 2, 3, 4, 5, 6 and 7).

The proposed operations are as follows:

- Transform this urban fringe into a public walkway along the CN railway;
- Develop the public space located between Ann, Wellington, Nazareth and Smith;
- Develop the public space bounded by Smith, Ann and Brennan and by the viaduct's southern bearing wall;
- Develop Square Gallery between Smith and Wellington including the Murray and De la Montagne corridors.

The construction budget for parcels 1, 2 and 3 (see figure 3) is estimated at \$8,637,000 (plus tax) for an approximate total surface of 0.95 hectares. All information appearing or mentioned in the *submission* must be included in the budget for the respective development parcel.

Although the competition also concerns parcels 4, 5 6 and 7, these will be completed at a later date, with an approximate surface of 0.85 hectares. The construction budget of parcels 4, 5, 6 and 7 is not yet determined. However, for the purposes of the

- In two stages, the first dealing with anonymous *proposals* and the second dealing with the four (4) *finalists'* compensated *submissions*.

2. COMPETITION STAKEHOLDERS

2.1 CITY REPRESENTATIVE

The person in charge of the competition and who represents the *City* is Mr. Peter Fianu, architect, development advisor, Atelier d'aménagement et de design urbain (AADU), Division de l'urbanisme, Direction du développement économique et urbain.

2.2 PROFESSIONAL ADVISORS

Two persons act jointly as professional advisors for this competition:

- Mr. Guy Villemure, architect, senior *professional advisor*;
- Mr. Jacques White, architect, deputy *professional advisor*.

2.3 JURY

2.3.1 COMPOSITION OF THE JURY

The *jury* has seven (7) members. It is composed of the following individuals:

- Mr. Georges Adamczyk, Professor, School of Architecture, Université de Montréal, *Jury* Chairman;
- Mr. Georges Baird, architect, urban designer, Professor, John H. Daniels Faculty of Architecture, Landscape, and Design, University of Toronto;
- Mr. Eric Bunge, architect, n-architecture, New York;
- Ms. Dominique Côté, landscape architect, representative of the Sud-Ouest Borough;
- Mr. Wade Eide, architect, AADU, representative of the Direction du développement économique et urbain, Ville de Montréal;
- Mr. Bernard Girard, citizen, representative of the citizens of the Griffintown area;
- Mr. Peter Soland, architect, landscape architect, urban designer, Urban Soland.

2.3.2 ALTERNATE MEMBER

- Mr. Bernard Saint-Denis, landscape architect, Associate Professor, School of Landscape Architecture, Faculty of Planning, Université de Montréal.

The alternate member may attend the *jury's* deliberations without participating in the deliberations and the vote. In case of absence of a *jury* member, the senior *professional advisor* will ask this alternate member to replace the absent member. In such a case, the alternate member obtains the right to vote and officially replaces the absent member until the competition end date.

2.3.3 SUBSTITUTE

In the event that a *jury* member and the alternate member or more than one member of the *jury* is unable to serve, the senior *professional advisor*, with approval of the *City*, could designate a substitute whose competencies are essentially equivalent to those of the member he or she replaces. In this instance, the *participants* and the *finalists* would be notified of the change as soon as possible.

2.4 TECHNICAL COMMITTEE

A report on the *submissions* of each *finalist* will be provided to the *jury* and subsequently to the *finalists* concerned.

2.4.1 COMPOSITION OF THE TECHNICAL COMMITTEE

The *Technical Committee* has eight (8) members. It is composed of the following individuals:

- Mr. Mario Duguay, Public Works, Ville de Montréal; will analyze the conditions of implementation of the *submissions* with regard to municipal considerations.
- Mr. Peter Fianu, architect, AADU, Division de l'urbanisme, Ville de Montréal; will analyze the correspondence of the *submissions* to the spirit of the *program*.
- Ms. Stéphanie-Anne Garon, Bureau des grands projets, Ville de Montréal; will analyze the implementation stages of the submissions, in light of the agreements with the partners.
- Mr. Jean Hallé, Canadian National; will analyze compliance with CN's regulatory standards.
- Mr. Jean Lewis, Public Works, Sud-Ouest Borough; will analyze the operating and maintenance conditions of the *submissions*.
- Ms. Marie Tellier, Parks Canada; will analyze the integration of the *submissions* into the shores of the Lachine Canal.
- Ms. Sylvie Tremblay, Division sécurité et aménagement du réseau artériel, Ville de Montréal; will analyze user safety in relation to the *submissions*.
- Consultant, will analyze the budget estimates of the *submissions*.

2.4.2 SUBSTITUTE

If a member of the *Technical Committee* is unable to sit, the senior *professional advisor*, with approval of the *City*, could designate a substitute whose competencies are essentially equivalent to those of the member he or she replaces. In this instance, the *participants* and the *finalists* would be notified of the change as soon as possible.

2.5 OBSERVERS

The following persons are authorized to be present for the work of the *Technical Committee* and the *Jury*, without participating:

- Ms. Caroline Dubuc, of the Bureau du design, Ville de Montréal.
- Ms. Camille Crossman, of the Laboratoire d'étude de l'architecture potentielle (LEAP) of the Université de Montréal.

3. ELIGIBILITY, EXCLUSION AND REGISTRATION

3.1 CONDITIONS OF ELIGIBILITY

To be eligible for the competition, a *participant* must present a team composed of at least two *designers*, one of whom will act as *lead designer*. These two *designers* must meet the following conditions at the time of the competition:

- I. Be a member of the Ordre des architectes du Québec or the equivalent in another Canadian province;
Or be a member of the Ordre des urbanistes du Québec or the equivalent in another Canadian province;
Or be a member of the Association des urbanistes et aménagistes municipaux du Québec or the equivalent in another Canadian province;
Or be a member of the Association des architectes paysagistes du Québec or the equivalent in another Canadian province;
Or be a member of the Association des designers industriels du Québec or the equivalent in another Canadian province;
Or, in default of being a member of such an order or association, provide two letters signed by persons who are members in good standing of such an order or association, certifying recognition of their practice by their peers, and a copy of a relevant university degree;
- II. Have their principal place of business in Canada.

Moreover, to be accepted as a *participant*, every team must enter the competition according to the conditions of article 3.5.

External resources

The *City* does not undertake to retain the services of the *finalist's external consultants* in the execution of the *professional services agreement*.

3.2 CONFLICT OF INTEREST

The following persons are declared ineligible: a person who participated in organizing the competition and developing the competition *program*, a member of that person's close family and permanent associates. These persons may not, at any time and in any manner, join in the performance of the *professional services agreement* awarded to the *winner*.

Also declared ineligible is any *participant* who has kinship or business ties with a member of the *jury* or the *Technical Committee*. In the case of a corporation or a *participant* consisting of more than one member, the following are declared ineligible: a *participant*, including a partner, a shareholder holding at least 10% of the voting shares or a member who is part of the *participant* who has kinship or business ties with a member of the *jury* or the *Technical Committee*. Likewise, a *finalist* who proposes a team including a member who has such ties is declared ineligible.

Also declared ineligible is any employee, elected official or member of the political staff of the *City*, any close family member of an elected official or a member of the political staff of the *City*, and a close family member of an employee of the *City* directly or indirectly involved in the *project*.

3.3 CONDITIONS OF EXCLUSION

The *City* may exclude from the competition, if applicable, any *participant* or *finalist* who does not comply, in whole or in part, with the terms, provisions, standards and conditions of these Rules.

Any false or erroneous representation or information on the part of a *participant* or a *finalist* may result in the rejection of that person's *proposal* or *submission*.

In addition, the following will result in the exclusion of a *participant* or a *finalist*:

- Any indication or information that could compromise the anonymity of a *proposal*, transmitted directly or indirectly to the elected officials, *City* officials, professional advisors, members of the *Technical Committee* or members of the *Jury*.

In case of doubt regarding the interpretation of the conditions of exclusion or if an anomaly in this regard is detected in the course of a process, the *participants* and the *finalists* must communicate immediately in writing with the senior *professional advisor*, regardless of the question periods appearing in the calendar.

3.4 CONTRACT MANAGEMENT POLICY

Unless these Rules expressly exempt it, the Contract Management Policy of the Ville de Montréal (hereinafter called the "Policy") applies to the competition, after making the necessary adaptations.

In depositing a *proposal*, the *participants* declare that they have studied the Policy (attached in Appendix G) and understand its terms and scope, make all the solemn affirmations required in application of the Policy as if these affirmations were reproduced in full in the *proposal* and make the commitments set out in article 6 of the Policy.

3.5 REGISTRATION OF PARTICIPANTS

Registration for the competition is compulsory and free of charge. It allows the *participants* to obtain the competition documents and to ensure their link to the professional advisors' communications network. Registration must be done online via the form accessible on www.mtlunescodesign.com before the deadline stipulated in the calendar (an example of this form is presented in Appendix B for information purposes). Only one registration per participant will be accepted.

During registration, each *participant* will designate a single representative for the duration of the competition. Once the registration is completed online, each *participant* automatically will be assigned an identification code ensuring the anonymity of their *proposal*. The code confirms the registration and serves to identify the documents deposited.

Any *proposals* from *participants* who have not registered in accordance with the Rules will be rejected.

3.6 COMPETITION DOCUMENTS

- The *City* makes the following documents available to the duly registered *participants*:
- The Rules of the competition and their appendices;

- The *program* of the competition and its appendices;
- The answers to questions submitted by the *participants* and the *finalists*, as well as the addenda, as the case may be.

These competition documents are available for downloading via the link sent to the *participants* upon registration.

Subject to their distribution being restricted to the *participants*, these documents are considered confidential during the competition.

3.6.1 ADDENDA

The *City* reserves the right to make changes to the call for *proposal* documents and to the Rules of the competition, by addenda. These changes will become an integral part of the competition documents. In Stage 1, they will be transmitted by email only to the registered participants. In Stage 2, the addenda will be transmitted by email to the *finalists*.

The *City* accepts no responsibility for receipt of the addenda. It is the responsibility of the *participant* to return the acknowledgment of receipt sent with the addenda.

3.7 SINGLE SUBMISSION

A *participant* may not submit more than one *proposal*. A *finalist* may not make more than one *submission*.

4. WARNING

No recourse is admissible against the *City*, the members of the *jury*, the members of the *Technical Committee* and the *professional advisors* for any reason whatsoever arising from the preparation, presentation or receipt of the *proposals* and *submissions* and their analysis. Non-observance of a provision of the Rules cannot invalidate the entire selection process and the recommendation of the *winner* of the competition.

Any person, by registering for the competition, holds harmless and indemnifies the *City* and any other person associated with the competition against all liability, particularly with regard to tardiness, damages or actual or apprehended losses.

The *City* reserves the right to select none of the *proposals* and *submissions* received, nor that of the *winner*.

5. MANAGEMENT OF THE COMPETITION AND COMMUNICATION

5.1 ANNOUNCEMENT OF THE COMPETITION

The *participants* are invited to enter the competition by a call for *proposals* (Appendix A) published in:

- The SEAO electronic bidding system;

- The website and the electronic communications lists of the Montréal UNESCO City of Design: www.mtlunescodesign.com;
- Without restriction, various electronic bulletins and other means of communication that disseminate news to the members of the disciplines addressed by the competition.
- The daily newspapers La Presse and Le Soleil.

5.2 MEANS OF COMMUNICATION

All communications from a *participant* or a *finalist* must be written, in French, and sent by email to the senior *professional advisor*, at the following address:

- promenadesmith@mtlunescodesign.com.

The *City* and the *professional advisors* cannot be held liable for any verbal information regarding the competition.

5.2.1 QUESTIONS/ANSWERS

Any question or request for clarification concerning the competition on the part of a *participant* or *finalist* must be addressed exclusively in writing to the senior *professional advisor* during the question period stipulated in the calendar to the following address:

- promenadesmith@mtlunescodesign.com.

The questions and answers will be collected by the senior *professional advisor*, who will make them available to the *participants* and the *finalists* on the website www.mtlunescodesign.com. The *participants* are responsible for consulting them.

The questions and answers made available to the *participants* and the *finalists* will be provided to the *jury* members at each stage of the competition.

The senior *professional advisor*, if he or she considers it appropriate, may resort to email communications with the *participants* and the *finalists* in addition to the information posted on the website. In this case, the senior *professional advisor* will communicate the same information at the same time to all *participants* and *finalists*.

The *City* cannot be held liable for inconveniences caused by technical problems with electronic communications.

Any attempt at communication that does not comply with the instructions given above may result in the immediate disqualification of the *participant* or the *finalist* at fault.

5.3 LANGUAGE OF COMMUNICATION

Only French shall be used for all the competition documents, the written communications, the hearings of the *finalists* and the *jury* deliberations.

The *winner's lead designer* must be able to communicate in French with the *City's* representatives and mandataries throughout the performance of the *professional services agreement*.

5.4 RECEIPT AND DEPOSIT OF THE *PROPOSALS* AND *SUBMISSIONS*

The *proposals* and *submissions* must be received by the *City* at the following address, under the sole responsibility of the *participants* and *finalists*, within the deadlines prescribed in article 11 of the Rules:

Concours de design urbain – Promenade Smith
A/S Bureau du Design, Ville de Montréal
303, rue Notre-Dame est, 6e étage
Montréal, Québec H2Y 3Y8

Any *proposal* or *submission* received after the prescribed deadline will be returned to the sender unopened.

The *City* cannot be held liable for a destination error or for receipt after the delivery deadline of a document transmitted by a *participant*, a *finalist* or a third party. Nor can it be held liable for damage or deterioration of a document supplied by a *participant* or a *finalist* while said document is in its possession.

6. COMPENSATION

No fee or indemnity shall be paid to the *participants* in the first stage of the competition.

In the second stage of the competition, the four (4) *finalists* will receive, for their *submission* as a whole, an indemnity in the amount of \$50,000, taxes included, on condition that this *submission* is judged to conform to the Rules. The compensation is deemed to cover all the costs and expenses incurred by the *finalists* for their participation in the competition. It is conditional on the signing of the agreement (Appendix F) and will be paid after the *winner* of the competition is declared.

For the *winner*, this amount represents an advance on the fees receivable.

By signing the *professional services agreement* regarding the *submission*, each *finalist* undertakes to observe the terms and conditions of the *professional services agreement* if the *finalist's submission* is selected by the *City* as the *winner*.

7. STAGE 1: PREPARATION, DEPOSIT AND EVALUATION OF THE *PROPOSALS*

7.1 CONTENT OF THE *PROPOSALS*

Each *proposal* shall include the following items, no more and no less:

- 1 plate in A0 format, synthetically illustrating the proposed urban design concept;
- 10 copies, reduced to 11" x 17", of the above-mentioned plate;
- 10 copies of a text briefly explaining the proposed urban design concept;
- The duly completed forms (Appendices C and D);
- The attestations required to prove the *participant's* eligibility, if applicable;
- A CD or a DVD that contains a digital version of the *proposal*.

7.2 DESCRIPTION OF THE DOCUMENTS REQUIRED FOR THE *PROPOSALS*

7.2.1 PLATE

The following representations are required on a single plate:

- Upper left-hand part of the plate: Illustrations of the design concept and intentions, with the references and relevant precedents, if applicable.
- Upper right-hand part of the plate: three perspectives, from points of view respectively directed toward the zone under the railway tracks, toward the large space along the tracks and toward Square Gallery.
- Lower right-hand part of the plate: three sections, including the urban context, at 1:100 scale, corresponding respectively to the railway zone, the large space along the tracks and Square Gallery.
- Lower part of the plate: A block plan covering the entire development site, at 1:750 scale, including the limits of the buildings and the installations bordering the public space and all the proposed outdoor developments. A vignette schematizing the understanding of the neighbourhood, at 1:5000 scale, can be inserted in this part of the plate, but without concealing the surface of the development site.

The plate must be trimmed precisely to A0 metric format (841 X 1189 mm), presented horizontally (landscape orientation) and glued to a rigid Styrofoam backing 5 mm thick.

The *participant* identification code (for example: 123AB) must appear in the lower right-hand zone of the plate. Use the Arial 24 point font.

7.2.2 REDUCED PLATE

The reduced plate is provided in colour in tabloid format (11" x 17"), of sufficient resolution and contrast that everything it contains is clearly legible.

7.2.3 TEXT

The text must explain, as concisely and clearly as possible, the interest of the *proposal* regarding the challenges posed by the *project*. It shall contain, on a single page, no more than 300 words in Arial 10 point type. Some illustrations can appear in the text to support the arguments.

The copies of the text are provided in vertical letter format (8 1/2" x 11" portrait orientation).

7.2.4 FORMS

Print and complete the following forms:

- Appendix C – Business Relationships Declaration Form
- Appendix D – *Proposal* Deposit Form

7.2.5 ATTESTATIONS

In the event that a *participant* is a member of an order or an association identified in clause 3.1 of the Rules, he or she must provide a copy of an attestation of membership in this order or association.

In the event that a *participant* is not a member of an order or an association identified in clause 3.1 of the Rules, he or she must provide:

- Two letters signed by members in good standing certifying peer recognition of the practice;
- A copy of the relevant university diploma.

7.2.6 DIGITAL VERSION OF THE DOCUMENTS

The compact disk will contain a digital version of the above-mentioned items, for purposes of dissemination of the results of the competition and archiving. It must contain, in PDF file format with at least 300 dpi resolution at full size, the following items identified by the corresponding titles (each title shall be completed, after a dash, by the *participant* number, for example: PS_planche_123AB.pdf)

- PS_planche;
- PS_texte;
- PS_formulaire;
- PS_attestations (if applicable).

7.3 DEPOSIT OF PROPOSALS

The *participants* must prepare and deposit their *proposal* as follows:

- Pack the plate in a single package, protected by an opaque surface, on which only the identification code determined in the registration appears.
- Prepare a sealed envelope bearing only the *participant's* identification code and the title "Identification". This envelope must contain the duly completed *Proposal Deposit Form* (Appendix D), the Business Relationships Declaration Form (Appendix C) and the required attestations, if applicable.
- Prepare another sealed envelope bearing only the *participant's* name and the title "*proposition*". This envelope must contain the copies of the reduced plate, the copies of the text and the CD or DVD.
- Pack everything and ship it to the address appearing in 5.4, so as to ensure receipt within the deadline prescribed on the competition calendar.
- The identity and identification code of a *participant* may not both appear on any package or any envelope or in any other place than on the *Proposal Deposit Form*.

7.4 PROPOSAL EVALUATION MODE

The *jury* will evaluate the *participants' proposals*, subject to their compliance with the *Rules*.

Upon the opening of the *Proposals*, the professional advisors and the representative of the *City* will verify the eligibility of the *participants* and the compliance of their

proposal with the Rules. The senior *professional advisor* will write a compliance report.

The *jury* will rule on the eligibility and compliance of the *proposals* before their evaluation.

The *jury* will hold its first deliberation session *in camera* to debate the merits of the *proposals* regarding the objectives sought by the *project* and the evaluation criteria.

Based on its discussion of the respective value of the *proposals*, the *jury* ideally will designate four (4) *finalists* among the *participants* by consensus or, if not, by vote. The decision of the *jury* will be final and not subject to appeal.

The senior *professional advisor* will transmit the result of the judgment to the *finalists* and the *participants* as soon as possible. The *finalists* will receive a confidential summary of the comments, pro and con, expressed by the *jury* regarding their respective *proposal*.

Each *finalist* undertakes to sign and honour the terms and conditions of the *professional services agreement* that will be delivered to the *finalists* in Stage 2 if their *proposal* is selected by the *City* as a *winner*.

7.5 PROPOSAL EVALUATION CRITERIA

The *proposals* attest to the ideas and general strategy prioritized by the *participants* regarding the challenges and issues identified in the *program*. The *jury* will evaluate the *proposals* by referring mainly to the following criteria, but without obligation to be restricted thereto:

- Relevance of the general approach;
- Clarity and ingenuity of the proposed development concept;
- The identity defining character of the new sites created, in relation to the history, uniqueness and landscape qualities of the site;
- The attractiveness and usage potential of the public spaces;
- The quality of the new relationships established with the Griffintown neighbourhood and the rest of the *City*;
- The general adequacy of the *proposal* in response to the operational, economic and ecological issues;
- The contribution of the *proposal* to envisioning new possibilities for the development of Promenade Smith and to raising the level of public debate that will follow the competition.

The weighting will be determined by the *jury* when evaluating the *proposals*.

8. STAGE 2: PREPARATION, DEPOSIT AND EVALUATION OF THE SUBMISSIONS

8.1 CONTENT OF THE SUBMISSIONS

Each *submission* shall include the following items, no more and no less:

- 3 plates in A0 format;

- 13 copies, reduced to 11" x 17", of the above-mentioned plates;
- 13 copies of a text;
- 13 copies of summarized specifications;
- 13 copies of a cost estimate;
- The form duly completed (Appendix E) ;
- A CD or a DVD.

The expected level of the *submission* corresponds to that of a sketch.

8.2 DESCRIPTION OF THE DOCUMENTS REQUIRED FOR THE SUBMISSIONS

8.2.1 PLATES

The following representations are required respectively on each of the three plates.

Plate 1 – Overview of the project

- Upper part of the plate: a general aerial perspective of the *project*, including the urban environment, and a winter perspective.
- Lower part of the plate: A block plan covering the entire development site, at 1:500 scale, including the limits of the buildings and the installations bordering the public space and all the proposed outdoor developments.

Plate 2 – The route of Promenade Smith at three times

- Upper part of the plate: three perspectives, including a nighttime perspective, of each visual sequence of the *project* from west to east, including the urban environment.
- Lower part of the plate: three detailed sections, at 1:250 scale, corresponding to the views in perspective of each visual sequence from west to east, including the urban environment, the limits of the buildings and the installations bordering the public space.

Plate 3 – Development details

- Details of the major components of the development, including information on materials, the environmental qualities, etc.

The three plates must be trimmed precisely to A0 metric format (841 X 1189 mm) and presented horizontally (landscape orientation) on a rigid Styrofoam backing 5 mm thick.

A 5 cm band at the bottom of each plate will be reserved for identification of the *finalist* (on the right) and the plate number (on the left). Use the Arial font for the titles, legends and any other written identification, except for identification of the *finalist*, the graphics of which can conform to the usual signature.

8.2.2 TEXT

The text will explain the means proposed to spatialize and formalize the proposed development and implement it in stages. On two pages, it will contain no more than 600 words in Arial 10-point format. A few illustrations can appear in the text to support the arguments.

The copies of the text are provided in vertical letter format (8 1/2" x 11" portrait orientation).

8.2.3 SPECIFICATIONS SUMMARY

The specifications summary will state in a clear and summarized form the choice of materials and techniques preferred in order to carry out the *project*. It will be limited to a maximum of 7 pages in vertical letter format (8 1/2" x 11" portrait orientation).

8.2.4 ESTIMATE OF THE COSTS

The estimate of the costs must be presented according to the Unifomat II method, on no more than 5 pages in vertical letter format (8 1/2" x 11" portrait orientation). The estimate must be complete and represent the concept development costs in every respect.

The estimates deposited by the *finalists* will be the object of a professional analysis on the part of the *Technical Committee*. In the event of an overrun declared by a *finalist* and confirmed by the *Technical Committee*, the *finalist* will have to describe and quantify, as an appendix to the estimate, cost reduction avenues that will allow the *jury* to analyze the deposited *submission*, without jeopardizing the essence of the concept.

In the event of a cost overrun established by the *Technical Committee* but not declared by a *finalist*, the *jury* reserves the right to reject the *submission* or request the *finalist* to describe and quantify, in an appendix to the estimate, cost reduction avenues that will allow the *jury* to have the deposited *submission* analyzed, without jeopardizing the essence of the concept.

8.2.5 FORMS

Print out and complete the following form:

- Appendix E –*Submission* Deposit Form

8.2.6 DIGITAL VERSION OF THE DOCUMENTS

The compact disk will contain a digital version of the above-mentioned items, for purposes of dissemination of the results of the competition and archiving. It must contain, in PDF file format with at least 300 dpi resolution at full size, the following items identified by the corresponding titles:

- PS_planche1, PS_planche2 and PS_planche3;
- PS_texte;
- PS_devis;
- PS_estimation (estimate in Excel and PDF files);

- PS_formulaire.

8.2.7 PUBLIC HEARING OF THE *FINALISTS* BEFORE THE *JURY*

The public hearing of the *finalists* before the *jury* will be an integral part of their *submission*.

The order of hearing will be drawn by lot.

Each *finalist* will have a 20-minute period to present the concept, followed by a 30-minute interactive question period with the *jury*.

No more than three (3) persons per *finalist* may participate in the hearing. They may not attend the other hearings. The members of the public attending the hearings have no right to intervene.

The presentation must be made in French.

8.3 DEPOSIT OF *SUBMISSIONS*

The *finalists* must prepare and deposit their *submission* as follows:

- Pack the plates in a single package, protected by an opaque surface.
- Attach all the other items of the *submission* in a second package, protected by an opaque surface.
- Pack the two packages and ship them to the address appearing in 6.4, so as to ensure receipt within the deadline prescribed on the competition calendar.

8.4 *SUBMISSION* EVALUATION MODE

Upon opening of the *submissions*, the professional advisors and the *City's* representative will verify the compliance of the *submissions* with the Rules. They will proceed with the *jury* as in the first stage.

The *Technical Committee* will analyze the technical repercussions of the *submissions* deposited by the *finalists*. It will report to the *jury* but will not participate in judging the *submissions*. The report or reports of the *Technical Committee* will be brought to the *finalists'* attention immediately upon availability, solely with regard to their respective *submission*.

Following these verifications and analyses, the *submissions* will be presented to the *jury* members, along with the compliance report of the senior *professional advisor* and the report of the *Technical Committee*.

The *jury* will rule on the eligibility and the compliance of the *submissions* before proceeding to evaluate them. Only an eligible *submission* will be evaluated by the *jury*. Only the *finalists'* *submissions* in compliance with the Rules will be evaluated by the *jury*.

The *finalists* whose *submission* is considered in compliance will be received for a public hearing before the *jury*.

In case of a tie vote, the *Jury* Chairman has a casting vote, however it is understood that consensus is to be preferred.

If the *jury* is unable to recommend a *winner*, it will inform the *City* and must justify its decision in writing.

The decision of the *jury* will be final and not subject to appeal.

The *jury* may award honourable mentions, at its discretion.

8.5 REPORT OF THE *JURY'S* PROCEEDINGS

At the outcome of Stage 2 of the competition, the conclusions of the *jury's* deliberations will be recorded by the senior *professional advisor* in a report signed by the *Jury* Chairman and the members of the *jury*. Each *participant* and *finalist* will receive a copy of this report. The *City* undertakes to release the result of the competition publicly.

8.6 *SUBMISSION* EVALUATION CRITERIA

In their *submission*, the *finalists* will substantiate the ideas and strategies they prioritized in the conceptualization of their *proposal*, in order to translate it into a development project and a more elaborate design. Consequently, the *jury* will evaluate the *submissions*, always by referring to the criteria of the 1st stage of the competition (statements in article 7.5), to which the following criteria are added:

- The evolution of the *proposal* and the overall level of the result regarding the proposed approach, concept and developments;
- The correctness and efficiency of the spatial, formal, material and technical choices and the choices to confer a strong and coherent identity on the area;
- The implementation, by the developments and the urban installations, of conditions that favour the dynamism and attractiveness of the site and the area;
- The richness and flexibility of the modes of using the public space;
- The easy cohabitation of the different uses and user categories;
- The comfort of the users in all seasons and weather conditions;
- The safety of the public spaces;
- The *submission's* budget compliance potential;
- The ease of managing traffic and all daily operations and events, both in the public domain and in the private domain;
- The simplicity of coordinating the work performed by the public and private sectors;
- The technical feasibility of the *project*, including the realization and implementation costs of the developments, keeping in mind the requirement for innovation;
- The overall efficiency of the *submission* regarding an environmentally responsible and collectively sustainable development;
- The maintenance costs.

The answers provided by the *finalists* to the comments, pro and con, expressed by the *jury* regarding their *proposal*, at the end of the first stage, will also be taken into account. The weighting will be determined by the *jury* and codified in the *jury* report.

The criteria indicated above are not limitative or exclusive. The definitive list of criteria and their respective weighting will be communicated to the four (4) *finalists* before the beginning of Stage 2 of the competition.

9. FOLLOW-UP TO THE COMPETITION

9.1 DISSEMINATION OF THE RESULTS OF THE COMPETITION

The results of the competition will be disseminated in two stages:

- The *participants* and *finalists* will be informed as soon as possible of the identity of the *winner* of the competition and, if applicable, of the *finalists* who receive an honourable mention, but without disclosing the *proposals* or the *submissions*.
- The *jury* report and all the *proposals* and *submissions* received and judged to be in compliance will be made public by the *City*.

To ensure the positive social impacts of the competition, stimulate public interest and do justice to the efforts of the *participants* and the *finalists*, the *City* plans to disseminate as widely as possible the *proposals* and the *submissions* received and judged to be in compliance within the context of this competition. They will at least be published on the Montréal UNESCO City of Design website and in the Canadian Competitions Catalogue of the Laboratoire d'étude de l'architecture potentielle (L.E.A.P.). The *City* also plans to exhibit them publicly, invite various media to disseminate the results of the competition and make certain selected drawings available to them, identified by the names of the *participants* and *finalists* who produced them. On request, the *participants*, the *finalists* and the *winner* will have to make themselves available for public activities for presentation of their *proposal*, their *submission* or both. Every *participant* thereby accepts public disclosure of their identity, their *proposal* or *submission* or both, and the comments expressed by the *jury* regarding them.

9.2 PROFESSIONAL SERVICES AGREEMENT

Following the designation of the *winner* by the *jury*, the *City's* decision to act on the *project* and the obtaining of all required authorizations, the *City* intends to retain the *winner's* professional services described below.

Only the signing of the *professional services agreement* by the *City* constitutes the *City's* commitment to the *winner*.

The professional services that the *City* plans to entrust to the *winner* of the competition include, specifically:

- The completion of the sketches and production of the preliminary file of the entire development *project* for the public domain, namely parcels 1, 2, 3, 4, 5, 6 and 7;
- The production of all the plans and specifications for the first three development parcels of the *project*, namely parcels 1, 2 and 3 (see Figure 3), which will have to be approved by engineers designated by the *City*;
- Monitoring the quality of the development work on parcels 1, 2 and 3. The work will be overseen by engineers designated by the *City*;
- In view of the deadline and the nature of implementing parcels 4, 5, 6 and 7, the *City* and partners will subsequently oversee to the production of the documents related to construction on these parcels. However, the *City* could require the *winner* to provide additional services up to a limit of \$108,000, such as consulting as an expert and lead designer for these same parcels. The *City* could also (depending on the progress of implementing Promenade Smith) ask the *winner* to

assist in the production of construction documents and in on-site monitoring for these same parcels.

- The possibility of the *City* requiring additional services by the *Winner* shall not be interpreted as an obligation on the part of the *City* to retain these services for the entire amount mentioned.

For the duration of performance of the *professional services agreement*, the *winner* must have a place of business in Québec.

9.3 PROFESSIONAL FEES FOR THE REALIZATION OF THE *PROJECT*

The construction budget of parcels 1, 2 and 3 is \$8,637,000 (before taxes). These development parcels have a construction budget of \$4,224,000, \$1,842,000 and \$2,571,000 respectively. The *City* retains the right at any time to modify the scope of the work for each development parcel within the budget envelope.

Development parcels 1, 2 and 3

The professional fees established for the professional services related to development parcels 1, 2 and 3 are established at an amount corresponding to 13.5% of the estimated cost of the work (before taxes) to be performed to complete these first three development parcels of the *project*. This amount includes all the incidental expenses, as the case may be, including the plans and specifications and quality control during construction. The professional fees for these three parcels may not exceed \$1,148,760 (before taxes).

Development parcels 4, 5, 6 and 7

The professional fees established for the professional services related to development parcels 4, 5, 6 and 7 are established at an amount corresponding to 4% of the estimated cost of the work (before tax) to be performed to complete the development project on parcels 4, 5, 6 and 7. This amount includes all the incidental expenses, as the case may be, including the plans and specifications and quality control during construction. The professional fees for completion of the sketches and production of the preliminary file for these four parcels may not exceed \$309,100 (before tax).

For these parcels, additional services may be requested by the *City* up to a limit of \$108,000. These additional professional fees will be established according to the hourly rates stipulated in the Tariff of Fees for Professional Services provided to the Government of Québec by architects.

Special requirements

Finalization of the preliminary file by the *winner* must take into account the *program*, the comments and the recommendations of the *jury* and the *City's* representative and the different stakeholders in the *project*. Similarly, at the *City's* request, the *winner* may be called on to change the composition of his team.

The *winner* must understand that these comments and directives may have an impact on the winning concept and consents to revise certain items within the amount of the projected fees and expenses.

The *winner* at all times must have a competent and available team to perform the *professional services agreement*. The *City* may require that the *winner* complete or strengthen the team, if it considers that it does not have the resources, experience, expertise or availability necessary to perform the *professional services agreement*.

Apart from the *professional services agreement* awarded to the *winner*, the *City* will perform or order the performance of the complementary professional services required, as the case may be (civil engineering, public lighting, etc.). The *City* will ensure coordination of the work of all the professionals.

9.4 TAXES

The *City* is subject to the application of taxes.

10. OBLIGATIONS OF THE PARTICIPANTS

10.1 CONSENT

In accordance with the *Act respecting access to documents held by public bodies and the protection of personal information* (Revised Statutes of Québec, Chapter A-2.1.) “Any natural or legal persons who submit their candidacy thereby consent that the following information may be disclosed”:

- Their name, regardless of whether their offer is selected;
- If their offer is judged non-compliant, their name, with the mention of the fact that their offer has been judged non-compliant and the specific points of non-compliance;
- The recommendations made regarding their offer by the *jury*.

10.2 EXAMINATION OF THE DOCUMENTS

Each *participant* and *finalist* must ensure that they have received all the competition documents enumerated in the Rules. Unless they give notice to the contrary before the opening of the *proposals* and *submissions*, the *City* will presume that the *participant* and the *finalist* have received all the documents.

Each *participant* and *finalist* must examine these documents carefully, and it is their responsibility to be informed about the object of the competition and its requirements.

By sending and depositing their *proposal* and their *submission*, the *participant* and the *finalist* acknowledge that they have studied all the requirements of the Rules of the design competition and accept all the clauses, responsibilities and conditions thereof.

10.3 SIGNATURES

Authorization to sign the documents provided by each *participant* must accompany the *proposals* in one of the following forms:

- If the *participant* is a legal person, the authorization must be established in a copy of the resolution of the legal person to this effect.
- If the *participant* is a partnership (within the meaning of the Civil Code of Québec), it must provide a proxy of the partners, at the time its *proposal* is deposited, authorizing the persons indicated to prepare and sign the *proposal* and all the documents accompanying it.

- If the *participant* is constituted by several members, each member must have been authorized, in the manner stipulated above, as the person designated to sign for and on behalf of the *participant*.

These proofs must be attached to the Stage 1 registration form.

The different members constituting a *participant* or a *finalist* are jointly and severally responsible to the *City*.

10.4 WITHDRAWAL OF AN OFFER

A *participant* and a *finalist* may withdraw their *proposal* or their *submission* in person or by registered letter at any time before the deadline date and time set for its receipt, without thereby alienating their right to present a new *proposal* or *submission* within the prescribed deadline.

10.5 RECEIPT AND DEPOSIT OF PROPOSAL AND SUBMISSION FILES

Every *proposal* or *submission* must be received by the *City*, at the address mentioned in article 4.4 and within the deadline prescribed in the Rules.

Any *proposal* or *submission* received after the prescribed deadline will be returned to the sender unopened.

11. PROPERTY AND COPYRIGHTS

11.1 PROPERTY AND COPYRIGHT

Every *participant* and *finalist*, by depositing their *proposal* and their *submission*, accepts to reserve their *proposal* and their *submission* exclusively for the benefit of the *City* and not to make or allow any adaptation whatsoever for another project until the contract has been awarded to the *winner*.

The *participants* and *finalists* other than the *winner* retain the intellectual property rights to their *proposal* and their *submission*, as the case may be, although they grant to the *City*, by the mere fact of depositing a *proposal* or a *submission*, at no additional charge, a non-exclusive, non-assignable licence, without territorial or time limitation, authorizing it to exhibit them publicly and reproduce them for non-commercial purposes, regardless of the media used, including on its website.

All the documents, the *proposal* and the *submission*, regardless of their form or media, produced or developed by the *winner* of the competition, to whom the professional services agreement is awarded for the realization of the *project*, shall become the complete and exclusive property of the *City*, which may dispose of them as it sees fit. The *winner* to whom such a contract is awarded shall assign to the *City* all copyrights and, without restricting the generality of the foregoing, the rights to all documents, specifications, sketches and mockups developed and produced within the context of this competition, constituting the *winner's proposal* and *submission* (hereinafter the "documents") and waives in favour of the *City* the exercise of the *winner's* moral rights regarding these documents, it being understood that the *City*, at its complete discretion, may dispose of them as it sees fit. The *winner* to whom the professional services agreement for the realization of the *project* is awarded assigns his/her/its copyrights and waives the exercise of his/her/its legal rights in

accordance with this paragraph simply by depositing the *proposal*: the parties will not enter into any document to this effect other than these Rules, and this paragraph will take effect as soon as the *City* has awarded the professional services agreement for the realization of the *project* to the *winner*.

The *City* will concede to the *winner* a non-exclusive, non-assignable licence, without territorial or time limitation, authorizing the *winner* to reproduce, for the *winner's* own commercial representation purposes, all the documents, specifications, sketches, and mockups developed and produced within the context of this competition, constituting the *winner's proposal* and *submission*.

The *winner* of the competition warrants to the *City* that he/she/it holds all the rights allowing assignment of all the copyrights and waiver of the exercise of his/her/its moral rights and, in this regard, shall take the *City's* part in any suit, claim or petition arising from this assignment of rights and holds harmless and indemnifies the *City* against any conviction or judgment rendered against the *City* in principal, interest and costs.

11.2 CONFIDENTIALITY

For the duration of the competition, the *participants* and the *finalists* must consider the competition documents strictly confidential and must not, without the *City's* prior written agreement, communicate or disclose to third parties, private or public, the *City's* comprehensive or partial information about the studies conducted within the context of this competition.

The *submissions* may not be published before the official announcement of the selection of the *winner* by the *City*.

11.3. RECOGNITION OF THE VALIDITY OF THE JURY'S DECISIONS

By participating in the competition, the *participants* and *finalists* tacitly recognize the validity of the *jury's* decisions and understand that, in the fields of development and design, the judgment is based on a complex process, dependent both on the values and sensitivities involved, the climate prevailing at the time of the judgment and the dynamics of the debates raised by the *proposals* and *submissions* evaluated. They undertake, by the mere fact of their participation, to respect the *jury's* decisions and not to contest them publicly.

12. CALENDAR

CALL FOR *PROPOSALS* AND REGISTRATIONS

- Announcement of the competition and posting of the documents online: Monday, November 7, 2011
- Registration deadline Monday, November 21, 4 p.m.

STAGE 1: *PARTICIPANTS' PROPOSALS*

- Question period November 7 to 21
- Answer period November 11 to November 22
- *Proposal* deposit deadline Tuesday, December 6, 4 p.m.
- 1st session of the *jury* / selection of *finalists* * Tuesday, December 13
- Award of service contracts (Appendix F) to the *finalists* by the Executive Committee Wednesday, December 14*
- Announcement of the *finalists* Thursday, December 15 *

STAGE 2: *FINALISTS' SUBMISSIONS*

- Posting of the documents online Monday, January 9, 2012
- Question period January 11 to February 2
- Answer period January 18 to February 9
- Deposit of *submissions* Thursday, February 23, 4 p.m.
- Work of the *Technical Committee* March 5 to 12*
- Transmittal of Technical Committee report to the *finalists* Thursday, March 15*
- 2nd session of the *jury* /Hearing of the *finalists* Monday, March 26*
- *Continuation of the 2nd session of the jury* / Decision of the *jury* Tuesday, March 27*
- Presentation of the decision of the *jury* to the Executive Committee Wednesday, March 28*

FOLLOW-UP TO THE COMPETITION

- Preparation of the *jury's* report March 27 to April 3
- Announcement of the decision of the *jury* to the *participants* and *finalists* Wednesday, April 4*
- Public disclosure of the *winner*, the *submissions*, the *proposals* and the *jury* report Monday, April 9*
- Award of the professional services agreement to the *winner* April or May 2012*

* These dates are subject to change, depending on the availability of the persons and bodies concerned.

APPENDIX A

CALL FOR PROPOSALS

URBAN DESIGN COMPETITION

VILLE DE MONTRÉAL / SUD-OUEST BOROUGH

CATEGORIES: professional services in architecture, landscape architecture, urbanism, urban design, environmental design and/or industrial design.

DESCRIPTION:

The Direction du développement économique et urbain de la Ville de Montréal is organizing an urban design competition regarding the development project of Promenade Smith and Square Gallery, located in the heart of the Griffintown area. For the purposes of the competition, the site is bounded by Nazareth, Wellington and Smith Streets, the Lachine Canal, Rue de la Montagne and the Canadian National railway tracks.

OBJECT OF THE COMPETITION:

The transformation of road and rail rights of way into public spaces in the Griffintown area is the object of this urban design competition.

This area comprises a part of Montréal's Sud-Ouest borough along the Lachine canal. At one time, it was the driving force of Canada's dynamic industrial economy. In decline and awaiting a new vocation since the end of the 20th century, it has been resettled over the past few decades by a new population made up in part of artists, artisans and self-employed workers. The area, which is currently undergoing redevelopment, is the subject of new interest from real estate promoters and citizens in general.

The budget initially allocated for the development of parcels 1, 2 and 3 of Promenade Smith is around \$8,637,000 (plus taxes), for an approximate total surface of 0.95 hectares. The development site for the purposes of the competition is described in the *program*.

TYPE OF COMPETITION:

Open, multidisciplinary, Canada-wide competition. It will be held in two stages, the first dealing with anonymous *proposals* and the second dealing with the four (4) *finalists'* compensated *submissions*.

ELIGIBILITY:

To be eligible for the competition, a *participant* must present a team composed of at least two *designers*, one of whom will act as *lead designer*. These two *designers* must meet the following conditions at the time of the competition:

- Be a member of the Ordre des architectes du Québec or the equivalent in another Canadian province;

- **Or** be a member of the Ordre des urbanistes du Québec or the equivalent in another Canadian province;
- **Or** be a member of the Association des urbanistes et aménagistes municipaux du Québec or the equivalent in another Canadian province;
- **Or** be a member of the Association des architectes paysagistes du Québec or the equivalent in another Canadian province;
- **Or** be a member of the Association des designers industriels du Québec or the equivalent in another Canadian province;
- **Or**, in default of being a member of such an order or association, provide two letters signed by persons who are members in good standing of such an order or association, certifying recognition of their practice by their peers, and a copy of a relevant university degree;
- Have their principal place of business in Canada.

Moreover, to be accepted as a *participant*, every team must register for the competition according to the provisions described in 3.5.

REGISTRATION:

Registration, which is compulsory and free of charge, allows the *participants* to obtain the competition documents and to ensure their link to the professional advisors' communications network. "Registration must be done online via the form accessible on www.mtlunesodesign.com before the deadline stipulated in the calendar". A confirmation of registration will follow by return email.

DEADLINES:

- Registration: no later than Monday, November 21 at 4 p.m.
- Stage 1 / Deposit of *proposals* by the registered *participants*: no later than Tuesday, December 6 at 4 p.m.
- Stage 2/ Deposit of *submissions* by the *finalists*: no later than February 23, 2012 at 4 p.m.

The exact location to deposit the *proposals* and *submissions* is specified in the Rules of the competition.

PROFESSIONAL ADVISORS:

Guy Villemure and Jacques White.

ONLY AS AN EXAMPLE

Sole means and address of correspondence with the
competition:
promenadesmith@mtlunescodesign.com

APPENDIX B

REGISTRATION FORM

DEADLINE: NOVEMBER 21, 2011 - 4 P.M. (EDT)

All fields are compulsory.

PARTICIPANT'S NAME

REPRESENTATIVE

LAST NAME, FIRST NAME

ADDRESS

CITY

PROVINCE

POSTAL CODE

EMAIL

ADDITIONAL INFORMATION

THE FOLLOWING QUESTIONS MUST BE COMPLETED BY THE REPRESENTATIVE OF THE CONSORTIUM OR THE TEAM.

YOU ARE PARTICIPATING AS A:

- FIRM
- CONSORTIUM OR TEAM
- INDIVIDUAL

WHAT IS YOUR MAIN FIELD OF PRACTICE:

- ARCHITECTURE
- LANDSCAPE ARCHITECTURE
- GRAPHIC DESIGN
- GRAPHIC DESIGN
- INDUSTRIAL DESIGN
- INTERIOR DESIGN
- URBAN DESIGN

ONLY AS AN EXAMPLE

YOU HAVE BEEN PRACTISING IN THIS FIELD FOR:

- 0-5 YEARS
- 6 TO 10 YEARS
- 11 TO 15 YEARS
- 16 TO 20 YEARS
- 21 YEARS OR MORE

IN WHAT TYPES OF CALLS FOR CREATIVE PROPOSALS HAVE YOU ALREADY PARTICIPATED?

- CHARRETTE
- DESIGN WORKSHOP
- IDEA COMPETITION
- COMPETITION

WE DECLARE THAT ALL THE INFORMATION CONTAINED IN THIS RECORD IS TRUE AND WE ACCEPT ALL THE CONDITIONS OF PARTICIPATION IN THE COMPETITION.

APPENDIX C

BUSINESS RELATIONSHIPS DECLARATION FORM

In accordance with article 6.2 of the Ville de Montréal Contract Management Policy (reproduced in Appendix G)

The *participant* must declare any business relationships with the persons or firms indicated in the competition documents as having supported the *City* in the preparation of said competition. By depositing the *participant's* candidacy, the signatory solemnly affirms that the information provided is complete and true.

If the contract is awarded to the *winner*, the *winner* also undertakes, for the duration of the contract, to inform the *City* of the appearance of any business relationship between the persons who participated in the preparation of the competition and the *winner*, all within five (5) days of the appearance of this relationship. If the awardee does not comply with this requirement, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its competition documents, including the cancellation of this contract, without prejudice to its rights and recourses against its co-contracting party.

* The text has been adapted from the original text to better reflect the terms used for the competition and not for calls for tenders.

List of names of people who have been involved directly or indirectly in organizing the competition

FOR THE VILLE DE MONTRÉAL:

François Cadotte

Caroline Dubuc

François Gagné

Luc Gagnon

Stéphanie Jecrois

Jean-Marc Kilian

Marie-Josée Lacroix

Annie Laurin

Mireille Lux

François-Xavier Tremblay

MEMBERS OF THE *JURY*

Georges Adamczyk

Georges Baird

Eric Bunge

Dominique Côté

Wade Eide

Bernard Girard

Peter Soland

ALTERNATE MEMBERS

Bernard Saint-Denis

MEMBERS OF THE TECHNICAL COMMITTEE

Mario Duguay

Peter Fianu

Stéphanie-Anne Garon

Jean Hallé

Jean Lewis

Marie Tellier

Sylvie Tremblay

PROFESSIONAL ADVISORS

Guy Villemure

Jacques White

PARTICIPANT'S NAME

REPRESENTATIVE

LAST NAME, FIRST NAME

DECLARATION OF BUSINESS RELATIONSHIPS WITH THE PERSONS ON THE FOREGOING LIST

We declare that all the information provided in this form is true.

REPRESENTATIVE'S SIGNATURE

DATE

APPENDIX D

PROPOSAL DEPOSIT FORM

To:

Concours de design urbain – Promenade Smith
A/S Bureau du Design, Ville de Montréal
303, rue Notre-Dame est, 6e étage
Montréal, Québec H2Y 3Y8

Subject:

PROPOSAL – Urban Design Competition - Promenade Smith

Deposit deadline:

Tuesday, December 6 at 4 p.m.

Participant's

Identification code:

***Participant's* name:**

Representative's name:

Contact information:

TEAM MEMBERS

(Attach a copy of the attestations for at least the *lead designer* and the *second designer*).

EXTERNAL RESOURCES [IF APPLICABLE]

APPENDIX E

SUBMISSION DEPOSIT FORM

To:

Concours de design urbain – Promenade Smith
A/S Bureau du Design, Ville de Montréal
303, rue Notre-Dame est, 6e étage
Montréal, Québec H2Y 3Y8

Subject:

SUBMISSION - Urban Design Competition – Promenade Smith

Deposit deadline:

Thursday, February 23 at 4 p.m.

Participant's name:

Representative's name:

Contact information:

Package:

___ / 2

APPENDIX F

PROFESSIONAL SERVICES AGREEMENT

BETWEEN:

VILLE DE MONTRÉAL, a legal person established in the public interest, having its principal address at 275 Rue Notre-Dame Est, Montréal, Québec, H2Y 1C6, acting through and represented by Ms. Colette Fraser, Deputy Clerk, duly authorized for the purposes hereof under *Regulation RCE 02-004*, section 6 and section 96 of the *Cities and Towns Act*;

HEREINAFTER CALLED THE "CITY"

AND:

(NAME OF FIRM OR DESIGNER), having his/her/its principal place of business at (enter the address), represented by

(enter the name and title of the authorized person), declaring that he/she is a partner and expressly authorized by his/her co-partners to act for the purposes hereof;

HEREINAFTER CALLED THE "CONTRACTOR"

GST registration number:

QST registration number:

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
DEFINITIONS

In this agreement, unless the context indicates a different meaning, the following terms are defined as follows:

- 1.1 **"Competition"**: urban design competition regarding the development *project* for Promenade Smith and Square Gallery located in the Griffintown area of the Sud-Ouest Borough, hereinafter called "Promenade Smith, Griffintown", as more fully described in Appendices 1 and 2 of this agreement;
- 1.2 **"Director"**: the Director of Economic and Urban Development or his duly authorized representative;
- 1.3 **"Appendix 1"**: the Rules of the Competition as of October 25, 2011 regarding the development of Promenade Smith, Griffintown.
- 1.4 **"Appendix 2"**: the *Program* of the Competition and its appendices as of January 9, 2011, regarding the development of Promenade Smith, Griffintown.
- 1.4 **"Appendix 3"**: the *Contractor's proposal* deposited on December 6, 2011 in accordance with article 8 of the Rules of the Competition.
- 1.5 **"Appendix 4"** the draft licensing agreement.

ARTICLE 2
OBJECT

The *City* retains the services of the *Contractor* who undertakes, according to the terms and conditions of this agreement and Appendices 1, 2 and 3 attached hereto, to develop, produce, deposit and present, at the end of Stage 2 of the Competition, the *Submission* described in article 8 of the Rules of the Competition (Appendix 1).

ARTICLE 3
INTERPRETATION

- 3.1 The text of Appendix 1 prevails over any provision or condition of this agreement and Appendices 2, 3 and 4 that might be irreconcilable with it.
- 3.2 The text of this agreement prevails over any provision or condition of Appendices 2, 3 and 4 that might be irreconcilable with it.
- 3.3 The text of Appendix 2 prevails over any provision or condition of Appendices 3 and 4 that might be irreconcilable with it.

ARTICLE 4
TERM

This agreement comes into force upon its signing by the parties or on any later date set by the Director and ends when the *Contractor* has completely performed his/her/its services, while remaining bound to honour his/her/its other obligations to the *City*.

ARTICLE 5
OBLIGATIONS OF THE CITY

The *City* must:

- 5.1 assure the *Contractor* of the Director's cooperation;
- 5.2 provide the *Contractor* with the documents the *City* will consider useful to the performance of the agreement, documents that will be considered accurate, unless the Director is notified promptly in writing of their inaccuracy;
- 5.3 communicate diligently to the *Contractor* the Director's decision on any plan, report, *proposal* or other document submitted by the *Contractor*.

ARTICLE 6
OBLIGATIONS OF THE CONTRACTOR

The *Contractor* must:

- 6.1 execute the agreement in close collaboration with the Director and take into account all his instructions and recommendations on the manner of performing the assigned work;
- 6.2 comply with the deadlines, orientations and operating modes described in this agreement and in Appendices 1, 2 and 3;
- 6.3 ensure the confidentiality of the data and the information provided by the *City*, as well as the data and information that would be revealed to the *Contractor* from time to time on the occasion of the services covered by this agreement;
- 6.4 obtain the *City's* written authorization before using this data and information for any other purpose;
- 6.5 disclose to the *City* any interest he/she/it may have in the acquisition or use by the *City* of goods or services related to this agreement;
- 6.6 return to the *City* the documents or other production items made available to the *Contractor* by the *City* in the condition in which they were delivered to the *Contractor*;
- 6.7 assume his/her/its overhead costs, such as transportation, meals, secretarial services and other expenses;
- 6.8 assume, from the fees, all the costs required for the purposes of the *Submission* within the context of Stage 2 of the Competition, including the fees regarding the services of the engineers and any other consultant.

ARTICLE 7
THE DIRECTOR'S PREROGATIVES

Excluding any other person or authority, the Director has full powers to:

- 7.1 coordinate the performance of the agreement;
- 7.2 decide definitively on any question raised by the *Contractor* regarding the interpretation of the agreement and Appendices 1, 2 and 3;
- 7.3 reject the *Contractor's* work, research or reports that he considers to be of poor quality or not in compliance with the provisions of the agreement or of Appendices 1, 2 and 3.

ARTICLE 8
FEES

In consideration of the fulfillment of the obligations assumed by the *Contractor*, the *City* undertakes to pay the *Contractor* a lump sum of **FIFTY THOUSAND DOLLARS (\$50,000)**, taxes included, covering all the *Contractor's* fees.

This amount is payable after presentation of the *Contractor's Submission* to the *jury* at the end of Stage 2 of the Competition.

However, the *City* will not pay the *Contractor's* fees if the *Contractor's* invoices do not include all the information required regarding the GST and the QST.

No payment of fees to the *Contractor* constitutes recognition of the fact that the services rendered by the *Contractor* are satisfactory or in compliance with the terms of this agreement.

ARTICLE 9
LIMIT OF LIABILITY

The *City* may be held liable under this agreement and the facts or omissions pertaining to this liability may in no case exceed the maximum amount mentioned in article 8.

ARTICLE 10
COPYRIGHTS

In accordance with the Rules of the Competition (Appendix 1) and in consideration of the fees stipulated in section 9.3 of said Rules, the *Contractor*:

- 10.1 accepts, by depositing the *Submission* stipulated and described in article 8 of the Rules of the Competition (Appendix 1), to reserve it exclusively for the *City's* benefit and not to make or allow any adaptation whatsoever for another project until a professional services agreement has been awarded to the *Winner* of the Competition;
- 10.2 in the event that he/she/it is not selected as the *Winner* of the Competition, must grant to the *City*, at no additional charge, a non-exclusive, non-assignable licence, without territorial or time limitation, authorizing the *City* to exhibit publicly, communicate, reproduce, publish in its administrative documents or in any media used, and disseminate on its website all the documents, specifications, sketches and mockups developed and produced within the context of the Competition, constituting the *Winner's submission* for the second stage of the Competition; in accordance with article 11.1 of the Rules of the Competition (Appendix 1); said licence is attached to this agreement as Appendix 4;
- 10.3 must assign to the *City* all his/her/its copyrights, and without restricting the generality of the foregoing, the rights to all the documents, specifications, sketches, mockups and the *Submission*, regardless of their form or media, that the *Contractor* developed and produced within the context of the Competition as defined in article 11.1 of the Rules of the Competition (Appendix 1), and to waive, in favour of the *City*, the exercise of the *Contractor's* moral rights regarding these documents, specifications, sketches, mockups and the *Submission*, by obtaining such a waiver from each author, it being understood that the *City*, at its complete discretion, may dispose of them as it sees fit, in the event that the *City* awards the *Contractor*

the development contract for Promenade Smith, Griffintown, as the *winner* of the Competition;

- 10.2 warrants to the *City* that he/she/it is the sole owner or the authorized user of said copyrights;
- 10.3 holds harmless and indemnifies the *City* against any claim regarding said copyrights, including the moral rights, and undertakes to take the *City's* part in any action instituted against the *City* due to these rights and to hold harmless and indemnify the *City* against any judgment rendered against it in principal, interest and costs.

ARTICLE 11

CANCELLATION

- 11.1 The *City* may terminate this agreement at any time, on simple written notice, by paying the cost of the services then rendered, upon presentation of vouchers.
- 11.2 The *Contractor* then shall deliver to the *City* all the reports, studies, data, notes and other documents prepared up to the date of the notice of cancellation.
- 11.3 The *Contractor* has no recourse against the *City* for the loss of anticipated profits or for damages caused by this cancellation.

ARTICLE 12

GENERAL CONDITIONS

12.1 **ELECTION OF DOMICILE**

For the purposes hereof, each party elects domicile at the address indicated on the first page of this agreement or at any other address of which said party will have notified the other party in advance by registered mail.

12.2 HEIRS AND LEGAL REPRESENTATIVES

This agreement binds the heirs and legal representatives of the parties, it being agreed, however, that the rights and obligations of one of the parties may be assigned to a third party only with the prior written agreement of the other party.

12.3 AMENDMENT

No amendment to the terms of this agreement is valid if it is made without the written agreement of the parties.

12.4 VALIDITY

A provision of this agreement ruled invalid by the court in no way affects the validity of the other provisions, which remain in full effect and enforceable.

12.5 APPLICABLE LAWS

This agreement is governed by the laws of Québec and any court proceedings pertaining thereto must be instituted in the judicial district of Montréal.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AND EXECUTED IN TWO COPIES IN MONTRÉAL ON THE DATE INDICATED REGARDING THEIR RESPECTIVE SIGNATURE.

The day of 2011

VILLE DE MONTRÉAL

By: _____

Colette Fraser, Deputy Clerk

The day of 2011

(CONTRACTOR'S NAME)

By: _____

(Name and title of the authorized person)

This Professional Services Agreement was approved by the Executive Committee of the Ville de Montréal on the _____ day of _____ (resolution _____).

APPENDIX 4

LICENSING AGREEMENT

1. [Contractor's name], having his/her/its principal place of business at [To be completed] duly represented by [To be completed], declaring that he/she is expressly authorized under the terms of [to be completed: for example: the resolution of its Board of Directors....] appended to this licensing agreement as an integral part thereof, concedes to the Ville de Montréal by this licensing agreement a licence authorizing it to exhibit publicly, communicate, reproduce, publish in its administrative documents or any other media used, and disseminate on its website all the documents, specifications, sketches and mockups developed and produced within the context of the Urban Design Competition for the Development of Promenade Smith, Griffintown, constituting its submission regarding the second stage of said competition.
2. The licence described in paragraph 1, conceded free of charge to the Ville de Montréal, is irrevocable, non-exclusive, non-assignable, without territorial limitation, for an unlimited term and granted for non-commercial purposes only.
3. [Contractor's name] warrants to the Ville de Montréal that it is the holder or the authorized user of the copyrights to this work and that he/she/it has the capacity to concede this licence.

Date: _____

[Contractor's name]

By: _____
Authorized representative's name

APPENDIX G

VILLE DE MONTRÉAL CONTRACT MANAGEMENT POLICY

Adopted December 16, 2010

Revised April 14, 2011

CONTEXT

The National Assembly has introduced new provisions in the Cities and Towns Act. Section 573.3.1.2 of this Act henceforth obliges municipalities to adopt a contract management policy applicable to every contract.

The objective of this policy is to meet the obligations of section 573.3.1.2 of the above-mentioned Act. It contains various measures related to the seven categories stipulated therein.

SCOPE

This policy applies to all elected officials, their staff and all stakeholders involved in any activity leading to the drawing up of a contract, in particular, for acquisition of goods, services and professional services and performance of work when such contracts are awarded and in the course of their management.

This policy must be reflected, by making the necessary adaptations, in all of the *City's* contracts to ensure compliance. In this policy, “stakeholder” includes:

- municipal employees;
- subcontractors and consultants;
- tenderers;
- contract awardees;
- suppliers, or
- any other Co-Contracting Party of the *City*.

At any time, the *City* may perform verifications and request additional information to ensure compliance with said policy.

PRINCIPLES

This contract management policy reinforces the principles of healthy competition, efficiency, ethics, transparency and fairness.

OBJECTIVES

By this contract management policy, the Ville de Montréal reiterates its commitment to:

- acquire quality goods, services and construction work, in the desired time and place, according to the quantities required, all at the most advantageous possible cost and in accordance with the law and the principles of sound management;
- transact with competent and high-performance suppliers of goods, services and construction work, assuring them of equitable treatment respectful of the rules of ethics;
- prevent any situation, such as influence peddling, intimidation, corruption, collusion or conflict of interest, likely to taint or hinder the efficiency and integrity of the procurement and contract award process.

MEASURES

1. ENSURING THAT NO TENDERER OR REPRESENTATIVE OF A TENDERER HAS COMMUNICATED OR ATTEMPTED TO COMMUNICATE WITH A MEMBER OF THE SELECTION COMMITTEE IN ORDER TO INFLUENCE THE MEMBER CONCERNING THE CALL FOR TENDERS FOR WHICH THE TENDERER OR REPRESENTATIVE SUBMITTED A TENDER.

1.1 Declaration of personal or business relationships

Any member of a selection committee or a *technical committee* who learns that a tenderer, a person associated with a tenderer, a member of the tenderer's board of directors or a shareholder is related to him/her or maintains a personal or business relationship with him/her must immediately notify the secretary of this selection committee or this *technical committee*.

1.2 Confidentiality of the process

Each member of a selection committee or of a *technical committee* is bound to respect the strictest confidentiality regarding the files evaluated, the composition of the committees, the deliberations and the recommendations made. The secretary, the members of the committee (selection or technical) and the consultants must declare any conflict of interest and sign the form entitled Solemn Undertaking of the Members.

The *City* considers as confidential the information concerning the composition of its selection committees and its technical committees, except within the context of a design or architecture competition.

1.3 Communications of the tenderers or a lobbyist with a representative of the Ville de Montréal

During the tender period (between the issuance of the call for tenders and the awarding of the contract), any communication must be made only with the person responsible for this call for tenders, designated in the call for tenders documents. If a communication regarding the call for tenders takes place during this period with a person other than the person responsible for the call for tenders or if this communication with the person responsible for the call for tenders has the purpose

of influencing that person regarding this call for tenders, the *City*, at its sole discretion, may reject the tender of the tenderer concerned by such communication.

If a communication regarding the call for tenders is nonetheless discovered with a person other than the person responsible for the call for tenders during the performance of a contract, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in the clauses on the prevention of collusion and fraud integrated into all the *City's* calls for tenders, including the cancellation of this contract, without prejudice to the *City's* other rights and recourses against its Co-Contracting Party.

2. ENSURING COMPLIANCE WITH ANY APPLICABLE ANTI-BID-RIGGING LEGISLATION

2.1 Confidentiality

The Ville de Montréal undertakes to preserve the confidentiality of the content of tenders, subject to the application of the Act respecting access to documents held by public bodies and the protection of personal information.

Any employee, staff member or elected official must act with loyalty and respect the confidentiality of the information of which they learn in the performance or on the occasion of their duties, unless the law or a court provides otherwise.

2.2 Past offences and eligibility

By depositing a tender, its signatory solemnly affirms that to his or her personal knowledge and after serious verification, none of the following persons:

- the tenderer;
- an officer or director of the tenderer or, in the case of a partnership, a partner;
- an employee of the tenderer who would be assigned to executing the contract contemplated in the call for tenders;
- an enterprise related to the tenderer, one of its officers or directors or, as the case may be, one of its partners;
- a subcontractor or consultant of the tenderer;

has, within five (5) years preceding this call for tenders, been convicted in Québec of collusion, fraud or other acts of a similar nature, or been held responsible for such acts on the occasion of a call for tenders or a contract.

If the tenderer or one of the above-mentioned persons can be blamed for one of the above-mentioned acts, that tenderer's tender will be declared nonconforming and therefore rejected. Moreover, the tenderer agrees to be excluded from any further call for tenders for five (5) years after the date of such tender.

If such a final decision is discovered or rendered after the contract is awarded, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its call for tenders documents, including the cancellation of the contract concerned, without prejudice to its other rights and recourses against its Co-Contracting Party.

2.3 Bribe

In depositing a tender, the tenderer agrees to be excluded from any call for tenders for five (5) years, effective from the date of the tender, if it is discovered that a final decision of a court shows that one of the following persons:

- the tenderer;
- an officer or director of the tenderer or, in the case of a partnership, a partner;

- an employee of the tenderer;
- a subcontractor or consultant of the tenderer;

has bribed an employee of a public body, an elected officer or a staff member in office in Québec within five (5) years preceding the call for tenders. If the tenderer or one of the above-mentioned persons can be blamed for such an act, that tenderer's tender will be declared nonconforming and rejected.

If such a final decision is discovered or rendered after the contract is awarded, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its call for tenders documents, including the cancellation of the contract concerned, without prejudice to its other rights and recourses against its Co-Contracting Party.

3. ENSURING COMPLIANCE WITH THE LOBBYING TRANSPARENCY AND ETHICS ACT (CHAPTER T-11.011) AND THE CODE OF CONDUCT FOR LOBBYISTS ADOPTED UNDER THAT ACT

3.1 Declaration regarding communications in an attempt to influence – negotiated contracts

A person who contracts with the *City* must declare in the contract that if communications in an attempt to influence took place to obtain said contract, they took place in accordance with the Lobbying Transparency and Ethics Act, the Code of Conduct for Lobbyists and the notices of the Lobbyists Commissioner.

3.2 Declaration regarding communications in an attempt to influence – calls for tenders by invitation or public calls for tenders

In depositing the tender, its signatory solemnly affirms that there was no communication in an attempt to influence, even by a person registered in the Lobbyists Registry, during the tender period (between the issuance of the call for tenders and the awarding of the contract). Any false solemn affirmation will result in rejection of the tender.

If such communication is nonetheless discovered after the contract is awarded, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its call for tenders documents, including the cancellation of the contract concerned, without prejudice to its other rights and recourses against its Co-Contracting Party.

In both cases, the *City* will transmit the information in its possession to the Lobbyists Commissioner so that he conducts an investigation.

3.3 Cooperation with investigations

Every elected official or staff member and every employee of the *City* must cooperate with the verification and investigation operations of the Lobbyists Commissioner in his mandate to enforce the Lobbying Transparency and Ethics Act and the Code of Conduct for Lobbyists.

4. PREVENTING INTIMIDATION, INFLUENCE PEDDLING AND CORRUPTION:

4.1 Obtaining call for tenders documents¹

¹ As of April 1, 2011, all documents regarding calls for tenders of \$100,000 and over must be obtained through the *Système électronique d'appel d'offres (SÉAO electronic bidding system)*. Calls for tenders of under \$100,000 are available at the designated offices of the business units concerned.

The tenderers must procure the call for tenders documents from the designated office or through the Système électronique d'appel d'offres (SÉAO electronic bidding system), by paying the required fees, if any. Nobody else is authorized to act in the name or on account of the *City* to issue these documents.

4.2 Site visit and information meeting

To preserve confidentiality regarding the number and identity of the tenderers, the information meetings and site visits will be conducted individually by appointment.

4.3 Non-collusion

In depositing a tender, its signatory solemnly affirms that, to his personal knowledge and after serious verification, the following persons:

- the tenderer;
- an officer or director of the tenderer or, in the case of a partnership, a partner;
- an employee of the tenderer who would be assigned to executing the contract contemplated in the call for tenders;
- an enterprise related to the tenderer, one of its officers or directors or, as the case may be, one of its partners;

have established this tender without collusion and without having communicated or having made an arrangement with a *participant* (any person or body, other than the tenderer, affiliated or not affiliated to the tenderer) either regarding the prices, methods, factors or formulas to establish the prices, or regarding the decision to present or not present a tender, or to present a tender that does not meet the specifications of the call for tenders. If the *City* discovers that this affirmation is false, it will declare the tenderer's tender nonconforming and must reject it.

Likewise, if the *City* discovers during the execution of the contract that the awardee's solemn affirmation was false, by the awardee's admission, or if such collusion or arrangement is recognized on the occasion of a court decision, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its call for tenders documents, including the cancellation of this contract, without prejudice to its other rights and recourses against its Co-Contracting Party.

5. PREVENTING CONFLICT OF INTEREST SITUATIONS

5.1 Post-employment rules

The *City* subjects all its managers to post-employment rules of ethics such that a manager cannot take undue advantage of his or her previous position upon cessation of employment.

5.2 Guides to conduct

Every employee of the Ville de Montréal has the duty to behave in accordance with the rules laid down in the Guide to Conduct regarding the organization's values intended for employees of the Ville de Montréal.

Likewise, every elected official must comply with the Guide to Conduct of elected officials.

5.3 Ville de Montréal ethics hotline

Every elected official, every staff member and every employee of the *City* may use the Ville de Montréal ethics hotline to report any reprehensible act apprehended or committed by a person or a group of persons in dealing with the *City* or a paramunicipal corporation.

6. PREVENTING ANY OTHER SITUATION LIKELY TO COMPROMISE THE IMPARTIALITY OR OBJECTIVITY OF THE CALL FOR TENDERS OR THE MANAGEMENT OF THE RESULTING CONTRACT;

6.1 Prohibition against retaining the services of a person who has participated in the preparation of calls for tenders

In depositing a tender, its signatory solemnly affirms and undertakes that none of the following persons:

- the tenderer;
- a director or shareholder of the tenderer holding at least 10% of the voting shares in the case of a corporation, or a partner in the case of a partnership;
- a subcontractor or a consultant of the tenderer;
- an enterprise related to the tenderer or one of its directors, or one of its subcontractors or consultants;

will hire, within twelve (12) months following the call for tenders, a person who guided the *City* in the preparation of the call for tenders for any purpose whatsoever.

If it is discovered during the performance of the contract that the awardee's solemn affirmation as tenderer was false, or if the tenderer does not honour the stipulated undertakings, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its call for tenders documents, including the cancellation of this contract, without prejudice to its other rights and recourses against its Co-Contracting Party.

6.2 Declaration of business relationships

The tenderer must declare any business relationships with the persons or firms indicated in the call for tenders documents as having supported the *City* in the preparation of said call for tenders. In depositing the tender, its signatory affirms that the information he has provided is complete and accurate.

If the contract is awarded to the tenderer, the tenderer also undertakes, during the term of the contract, to inform the *City* of the appearance of any business relationship between persons who participated in the preparation of the call for tenders and the tenderer, all within five (5) days of the appearance of this relationship. If the awardee does not comply with this requirement, the *City* reserves the right to apply, at its sole discretion, any sanction stipulated in its call for tenders documents, including the cancellation of this contract, without prejudice to its other rights and recourses against its Co-Contracting Party.

7. GOVERNING THE MAKING OF DECISIONS AUTHORIZING THE AMENDMENT OF A CONTRACT.

7.1 Amendment to a contract

An amendment to a contract must be documented and approved by the bodies that approved the original contract. If such an amendment is based on an exception stipulated in the law, this must be described.

7.2 Contingencies in a contract

The work payable from the contingencies must be documented and approved by the director of the business unit concerned or his/her designated representative.

7.3 Overrun of appropriations

Any overrun of the appropriations authorized for the purposes of the contract must be documented and be the subject of a new decision by the bodies that approved the original contract.

RESPONSIBILITY FOR APPLICATION

The application of this policy is under the responsibility of the Director General of the Ville de Montréal.

Montréal
UNESCO City of Design
Urban Design Competition

Promenade Smith, Griffintown

Direction du développement économique et urbain
Sud-Ouest Borough
Ville de Montréal

303 Rue Notre-Dame Est, 6th floor
Montréal, Québec H2Y 3Y8
Canada

info@mtlunescodesign.com
mtlunescodesign.com