

RULES

Multidisciplinary Landscape Architecture Competition for the Redesign of Lot 066 and Its Vicinity



OCTOBRE 2020



Table of Contents

FOREWORD

DEFINITIONS

1. Competition Structure

- 1.1. Purpose of the Competition
- 1.2. Objectives of the Competition
- 1.3. Type of Competition
- 1.4. Budget

2. Competition Officials

- 2.1. Project Manager
- 2.2. Professional Consultant
- 2.3. Jury
- 2.4. Technical Committee

3. Eligibility

- 3.1. Eligibility criteria
- 3.2. Exclusion Criteria / Conflict of Interest
- 3.3. Competition Documents
- 3.4. Team: Leads and Exclusivity of Members
- 3.5. Anonymous Proposals

4. Competition Management and Communications

- 4.1. Announcement of the Competition
- 4.2. Communication Rules
- 4.3. Address for Correspondence and Submissions
- 4.4. Site Visit and Mandatory Information Meeting
- 4.5. Opening of the Proposals and Service Offerings
- 4.6. Competition Timeline
- 4.7. Exemption from Liability and Compensation in the Event of Suspension of the Competition

5. Compensation

- 5.1. Stage 1 / Call for Proposals
- 5.2. Stage 2 / Service Offerings
- 5.3. Professional Fees to Complete the Project
- 5.4. Refundable Expenses
- 5.5. Taxes

6. Presentation, Submission and Evaluation of the Proposals and Service Offerings

- 6.1. Stage 1: Presentation, Submission and Evaluation of the Proposal
- 6.2. Stage 2: Presentation, Submission and Evaluation of the Service Offering
- 6.3. Disqualifications and Rejections

7. Competitors' Obligations

- 7.1. Consent
- 7.2. Examination of Documents
- 7.3. Signatures
- 7.4. Withdrawal of an Offer

8. Follow-up to the Competition

- 8.1. Professional Services Agreement
- 8.2. Insurance
- 8.3. Services Covered
- 8.4. Parties to the Contract
- 8.5. Compliance with Budget
- 8.6. Composition of the Team
- 8.7. Return of Service Offerings
- 8.8. Dissemination

9. Intellectual Property

- 9.1. Credits

10. Contract Management Policy

11. Unsatisfactory Performance Evaluation by the City

12. Authorization by the Autorité des marchés publics

13. Authorization to Practice in Québec

APPENDIX A – BY-LAW ON CONTRACT MANAGEMENT (provided in English)

APPENDIX B – COMPETITOR'S IDENTIFICATION FILE (provided in English)

APPENDIX C – FINALIST'S IDENTIFICATION FILE (provided in English)

APPENDIX D – FINALISTS' AND PROFESSIONAL SERVICES AGREEMENT

APPENDIX E – CONSENT FORM TO REMAIN WITHIN BUDGET (provided in English)

APPENDIX F – PERFORMANCE EVALUATION GRID

APPENDIX G – NOTICE OF CALL FOR PROPOSALS

APPENDIX H – BREAKDOWN OF ESTIMATE OF PROFESSIONAL FEES FOR EXECUTION OF THE PROJECT

APPENDIX I – DRAFT WINNER'S CONTRACT

FOREWORD

The Arrondissement de Ville-Marie is launching a multidisciplinary landscape architecture competition for the redesign of Lot 066. This call for creative proposals is in continuity with the consultation process conducted in 2018 in which citizens' opinions were sought about the future of this public space slated for repurposing. Those consultations highlighted neighbourhood residents' wishes to have greater access to green spaces.

The few urban voids and green spaces once present have given way to various construction projects, including the Louis-Bohème Building, the Balmoral Block, C Lofts Montréal, and Le Peterson Condos, soon to be joined by the new Domtar Building. In the process, the case of the Jardin Domtar green space, which is to be replaced by a new building, is a good illustration of that reality. The strong grassroots reaction to the announcement that the Jardin would be eliminated highlights the growing desire on the part of the community to continue to enjoy parks and public spaces within the built environment.

The landscape architecture competition for the redesign of Lot 066 therefore aims to increase the number of vegetated spaces in the district and to convert a vacant lot into a public space. Lot 066, located to the north of the Place des Arts district, has long served as parking space, and part of it continues to be used as a backstage area during outdoor festivals. The goal of the competition is to transform the site into a cooling island in the heart of a densified built area where the existing public spaces comprise many hardscapes.

Through this multidisciplinary landscape architecture competition, the Ville de Montréal and the Arrondissement de Ville-Marie are upholding their position, which consists in the promotion of quality and exemplarity in design, innovation, and a commitment to elevating green concepts and strategies when it comes to developing public spaces.

DEFINITIONS

AAPQ

Association des architectes paysagistes du Québec

AMP

Autorité des marchés publics

Architect

An architect who is a member in good standing of a professional order or national association governing the right of practice of architecture, authorized to exercise the profession in Québec under the applicable laws, and holding professional liability insurance providing minimum coverage of C\$1 million per event.

Business Relationship

An employment relationship, professional partnership, or any contractual business relationship existing during the Competition period.

City

The Ville de Montréal, represented by the Arrondissement de Ville-Marie (borough of Ville-Marie).

Competition

Competition aimed at Competitors from Québec or from a province or territory covered by an intergovernmental agreement on liberalization of public procurements applicable to the City.

Competition Documents

The documents listed in Section 3.3 of these Rules.

Competitor

A Designer, Design Firm, or Multidisciplinary Team comprising Designers that meets the eligibility criteria of the Competition and submits a Proposal that complies with the Rules at Stage 1 of the Competition.

Contract

An agreement and appendices listing all the professional services required of the Winner, in order to contribute to completion of the Project following the Competition.

Coordinator

A Landscape Architect or Architect who assumes, under the Contract, the coordination and conciliation of all deliverables and invoicing for all disciplines involved in completing the Project, subject to the rights and obligations reserved exclusively to these disciplines under the law. The Coordinator will be the City's point of contact for all of the professionals involved in completing the Project. The Coordinator coordinates the Project, and must act as project manager, ensuring the smooth running of all phases of the Project, as prescribed in the Competition Program and Rules. The Coordinator must maintain an office in Québec for the duration of the Project. The Coordinator, Lead Designer and Landscape Architect may be the same person or different people.

Designer

For the purposes of this Design Competition, a Designer is considered to be:

- i) An Architect or Landscape Architect or member of a professional order or professional association in the fields of spatial planning and design (urban planning, urban design, environmental design or industrial design);
or
- ii) any graduate of a university program leading to the design or completion of development projects in the above-mentioned fields;
or
- iii) any person with at least five years of experience and a peer-recognized practice in the relevant field. Where necessary, the recognition must be attested by a person who would be eligible for the Competition based on one of the first two stated criteria (i and ii).

In all cases, the Designer must be covered by professional liability insurance providing minimum coverage of C\$1 million per event.

Engineer

An engineer who is a member in good standing of a professional order or national association governing the right of practice of engineering, authorized to practice in Québec under the applicable laws, and holding professional liability insurance providing minimum coverage of C\$1 million per event.

Family ties

Includes the following family members: spouse, father, mother, brother, sister, half-brother, half-sister, child, child of spouse, grandparents, and grandchildren.

Feasibility

The probability of complying fully with the limits of the Project in regard to allocated resources (human and budgetary), established timelines and site constraints.

Finalist

A Competitor who, in a Multi-stage Competition, is selected by the Jury on the basis of its Proposal to move on to the final stage of the Competition.

Firm

A duly registered firm of Designers (as defined herein under *Designer*) and Engineers or other disciplines.

Jury

A group of persons tasked with evaluating the Proposals and Service Offerings submitted and selecting the one or more that best meet the challenges of the Competition based on the judging criteria.

Landscape Architect

A landscape architect who is a certified member of the AAPQ or a member in good standing of another professional association of landscape architects, and holding professional liability insurance providing minimum coverage of C\$1 million per event.

Lead Designer

A Designer who is authorized to act, represent and sign on behalf of the Team members. This person is the City's lead for the purposes of the Competition.

Multidisciplinary Competition

A multidisciplinary landscape architecture competition that multidisciplinary Teams, led by a Designer and also comprising professionals, consultants or specialists from other disciplines, are invited to enter.

Multi-stage Competition

A competition comprising a first stage, consisting of the selection of a limited number of Finalists from among the Competitors having submitted a Proposal, followed by a second stage, consisting of the determination of a Winner from among the Finalists having submitted a Service Offering.

OAQ

Ordre des architectes du Québec (Québec's professional order of architects).

OIQ

Ordre des ingénieurs du Québec (Québec's professional order of engineers).

Outside Consultant

Any natural person or corporate entity, whether or not they are a member of a professional association or enterprise, whose specialized services are retained by the Competitor or Finalist to help prepare its Proposal or Service Offering. This person or entity is part of the Team.

Professional Consultant

An outside Designer commissioned by the City to prepare and implement a Multidisciplinary Competition.

Project

Design for the repurposing of Lot 066 and its vicinity as a green public space, including transformation of the stretch of Boulevard de Maisonneuve between Rue Bleury and Rue Jeanne-Mance into a space dedicated to active mobility. The sections of Rue Jeanne-Mance and Avenue Président-Kennedy adjacent to Lot 066 will also be redesigned.

Proposal

At Stage 1 of the competition, all work submitted anonymously to the Jury by a Competitor with the purpose of being selected as a Finalist, including all documents required in the Rules.

Rules

A Competition Document, including the appendices that are an integral part of it, describing the purpose of the Competition, its objectives, its officials, its procedures and the criteria for preparing, presenting, evaluating and using the Proposals and Service Offerings.

SEAO

Système électronique d'appels d'offres du gouvernement du Québec (the Government of Québec's official tendering system).

Service Offering

At Stage 2 of the competition, all work submitted to the Jury by a Finalist, including all documents required in the Rules and participation in a hearing before the Jury.

Situation Conferring an Undue Advantage

Has the meaning of the definition given to these terms in the Ville de Montréal *By-Law On Contract Management* (referred to by its French abbreviation RGC), with the necessary adaptations.

Team

A group of several Firms or persons taking part in the Competition as a Competitor or Finalist. A Team may be composed of Firms, persons or both that are eligible for the Competition based on the criteria that appear in the Rules. Where necessary, the Team is also made up of the Engineers and Outside Consultants; however, only the Designers (as defined herein under *Designer*) and Engineers are party to the Contract with the Winner

Technical Committee

Group of persons tasked with analyzing the technical, programmatic, regulatory, and budgetary repercussions of the Service Offerings. The Technical Committee issues a report to the Jury, but does not take part in evaluation of the Project.

Winner

A Finalist whose Service Offering is determined by the Jury to have won the competition.

1.1. COMPETITION STRUCTURE

1.1.1. PURPOSE OF THE COMPETITION

This competition is for the repurposing of Lot 066 and its vicinity as a green public space. The Competition includes the following actions:

- Creation of a cooling island on the Lot 066 site;
- Transformation of the adjacent segment of Boulevard de Maisonneuve into an active-mobility street;
- Incorporation of the west-side traffic lane of Rue Jeanne-Mance;
- Implementation of a permanent bicycle link along Avenue Président-Kennedy;
- Removal of on- and off-street parking spaces on the entire block.

1.2. OBJECTIVES OF THE COMPETITION

The aim of the Competition is to select a concept that meets and even surpasses the City's expectations regarding the challenges posed by the Project that is the subject of the Competition, and to entrust completion of the Project to the Team that submits that concept. At the end of the competition, the Jury will select and recommend a Winner and, subject to approval by the relevant municipal authorities, the City will award the Winner a Contract to provide the professional services required to complete the Project.

1.3. TYPE OF COMPETITION

Project competition:

- Multidisciplinary design;
- Aimed at Competitors from Québec or from a province or territory covered by an intergovernmental agreement on liberalization of public procurements applicable to the City;
- Held in two stages: the first involving anonymous Proposals and the second involving Service Offerings submitted by a maximum of five Finalists chosen after the first stage by the Jury.

The main stages of the competition are:

1.3.1 Stage 1 / Call for Anonymous Proposals

All Competitors are invited to submit their anonymous Proposal as described in Section 6.1. The file must present an overall idea that translates the Project vision and mission in accordance with the objectives of the Competition as described in Section 1.2.

The Jury will retain five anonymous Proposals. In preparation for the second stage, each Finalist must attend a site visit and a mandatory individual information meeting with the City. To prepare for the second stage, the Finalists will receive additional documentation from the City as described in Section 3.3.

The first stage is unpaid.

1.3.2 Stage 2 / Service Offering

- The Finalists are invited to expand their idea and present their Service Offering, which consists of a concept/sketch, as described in Section 6.2.
- The Finalists will present their Service Offering to the Jury at a public hearing. At the end of this stage, the Jury will select and recommend one Winner to the City.
- This stage is paid in accordance with the conditions specified in Section 5.2.

1.4 BUDGET

The Service Offerings must comply with the budget established by the City. As this is a major issue for completion of the Project, the Finalists will agree to comply with the budget by attaching the form provided to this effect (Appendix E).

The budget for completion of the Project is \$7,392,911.50, in 2020 dollars, excluding taxes.

In this Competition, the budget for completion of the Project corresponds to the construction budget and includes:

- The cost of demolition;
- The cost of construction work;
- Plantings;
- Equipment and furniture;
- A 15% design contingency; and
- General costs, administration and profit (administrative and management expenses relative to temporary traffic adjustments) of 25% of the cost of the work.

For further clarification, the construction budget excludes, among other things:

- Taxes;
- The cost of decontamination;
- The cost of contingency work;
- The professionals' fees and expenses;
- The cost of surveys, testing, analyses, and control of materials;
- Expenses for transportation of public services facilities executed by their respective owner;
- Fees and expenses resulting from errors or omissions by the Team; and
- Inflation.

All information appearing or mentioned in the Finalists' Stage 2 Service Offerings must be included in the estimates.

The estimates submitted by the Finalists will be subjected to professional analysis by the Technical Committee.

In the event of overrun of the costs stated by the Finalist, the Service Offering will be declared non-compliant and automatically rejected.

2. COMPETITION OFFICIALS

2.1. PROJECT MANAGER

The City's Division de l'aménagement des parcs et des actifs immobiliers, part of the Arrondissement de Ville-Marie Direction des travaux publics, is responsible for implementing the Competition and for follow-up of the Project, as to compliance with its scope, budget and timeline.

The City official in charge of the Project is:

Marie-Eve Plante, Landscape Architect, Division de l'aménagement des parcs et des actifs immobiliers.

Her substitute is:

Anaïs Moulin, Planning Advisor, Division de l'aménagement des parcs et des actifs immobiliers.

The Competition Steering Committee is composed of:

Emeric Boucher, Design Commissioner, Bureau du design, Service du développement économique.

José Pierre, Division Head, Direction des travaux publics, Division de l'aménagement des parcs et des actifs immobiliers.

Patrick-Jean Poirier, Communications Officer, Division de communications et des relations avec les citoyens.

Christophe Ripeau, Project Manager, Direction de l'aménagement urbain et de la mobilité.

Geneviève Vanier, Planning Advisor, Division de l'aménagement des parcs et des actifs immobiliers, Direction des travaux publics.

2.2. PROFESSIONAL CONSULTANT

The Competition process is administered by a Professional Consultant, whose role is to prepare the official Competition Documents and organize the Competition activities, in accordance with the Rules. He or she ensures compliance with the rules of ethics and transparency. The Professional Consultant is the sole point of contact for Competitors and Finalists.

The City has retained the services of Christine Robitaille as the Professional Consultant; she has enlisted the services of Christian Thiffault and Frédérique St-Arnaud for this competition.

2.3. JURY

2.3.1 Composition

The Jury, whose Chair is appointed by its members, is composed of seven members. The Chair may not be a City employee. The composition of the Jury must avoid situations of authority between jurors.

The *Jury*, which is the same for both stages, comprises the following individuals in alphabetical order:

- **Élise Beauregard**, landscape architect, c.M.Sc.F. urban soil specialist;
- **Rami Bebawi**, architect, Partner, KANVA;

- **Vincent Lemay**, landscape architect, Arrondissement de Ville-Marie;
- **Charles Ormsby**, civil engineer, Arup;
- **Marjorie Pratte**, landscape architect, Partner, Pratte Paysage +;
- **Marie-Claude Séguin**, landscape architect, Division Head – Aménagement des parcs urbains et espaces publics, Service des grands parcs, du Mont-Royal et des sports;
- **Juan Torres**, urbanist, Professor, School of Planning and Landscape Architecture, Faculty of Urban Planning, Université de Montréal.

2.3.2 Role

The role of the Jury includes:

- Selection of the Finalists;
- Selection and recommendation to the City of the Winner.

The Jury must examine and judge the Competition Proposals and Service Offerings, taking into account the Professional Consultant's compliance reports. In its examination of the Service Offerings, the Jury will also take into account the detailed analysis conducted by the Technical Committee.

If a vote becomes necessary in the event of a tie, the Chair of the Jury will have the deciding vote.

If the Jury is unable to select and recommend a Winner for the Project, it will inform the City.

The members of the Jury undertake to refrain from communicating with a Competitor, Finalist, Winner, or member of the Technical Committee until after the results of the Competition have been announced publicly, except for presentation of the Technical Committee's report to the Jury by one of its representatives.

The decision of the Jury is final and without appeal.

2.3.3 Report of the Jury

The Professional Consultant will act as the Jury secretary, with no voting rights.

The Jury report will clearly present the analysis of the Proposals and Service Offerings, as well as the choice of the Finalists and the Winner, describing:

- The performance of the above in accordance with each criterion; and
- The arguments that justify its decisions.

The report will be given to the members of the Jury for approval before being forwarded to the Competitors, the Finalists, the Winner, and the City.

The report will be made public after approval by the City's competent decision-making authority.

2.3.4 Substitute Member

In the event that a member of the Jury is unable to serve, the City, upon recommendation by the Professional Consultant, will appoint a substitute member with competencies equivalent to those of the member that he or she is replacing. The substitute is given voting rights and officially replaces the absent member until the end of the Competition. In this instance, the Competitors and Finalists will be notified of the change as soon as possible by way of an addendum.

2.3.5 Observers

With the exception of a representative of the City, no observer may attend the Jury's deliberations. The observer is not entitled to speak or vote during the Jury's deliberations.

2.4. TECHNICAL COMMITTEE

2.4.1 Composition

The Technical Committee is composed of the following seven members:

Gunther Conard	Chief Cost Surveyor, Civil and Structural, Macogep	Budget review
Rémi Haf	Planning Advisor, Stratégie intégrée de gestion des eaux en temps de pluie project team, Service de l'eau	Water management
Stéphan Lajeunesse	Chief Engineer, Civil Engineering / Structure Section, Société de transport de Montréal	STM technical issues
Adriana Melendez	Planning Advisor, Arrondissement de Ville-Marie Division de l'aménagement des parcs et des actifs immobiliers	Landscape architecture
Ramy Mikati	Division Head, Division de la mobilité et de la planification	Traffic and mobility
Christian Miron	Engineer, Division de l'aménagement des parcs et des actifs immobiliers	Durability and maintenance
Jonathan Guimond	Chief Operations Coordinator , Partenariat du Quartier des spectacles	Functionality of the space dedicated to the PQDS

2.4.2 Role

The Technical Committee is tasked with objectively analyzing the technical, programmatic, regulatory, and budgetary repercussions of the Service Offerings. The Committee issues a report to the Jury, but does not take part in selection of the Winner.

A report on each Finalist's Service Offering is submitted to the Jury and subsequently to the Finalists prior to the Jury's public hearings for the portion that concerns them.

The members of the Technical Committee undertake to refrain from communicating with a Competitor, Finalist, Winner, or member of the Jury until after the results of the Competition have been announced publicly, except for presentation of the Technical Committee's report to the Jury by one of its representatives.

Examination by the Technical Committee of the Service Offerings does not absolve the Finalists, who remain entirely responsible for compliance with the Program, the Feasibility of the Project, and compliance with the budget and applicable regulations.

2.4.3. Substitute Member

In the event that a member of the Technical Committee is unable to serve, the City will appoint a substitute member with competencies equivalent to those of the member that he or she is replacing. The substitute officially replaces the absent member until the end of the Competition. In this instance, the Competitors and Finalists will be notified of the change as soon as possible by way of an addendum.

3. ELIGIBILITY

3.1. ELIGIBILITY CRITERIA

a) Stage 1 / Proposal

Any Team or Firm that meets the following conditions is eligible to enter Stage 1 of the Competition:

- Consisting of at least two Designers including a Lead Designer who has been a member of a professional order or association in the field of landscape architecture or architecture for more than five years;
or
With a lead designer who graduated at least 10 years ago from a university program leading to the design or completion of development projects on public land
and
Having at least five years' professional experience in similar projects.

In the case of a Team or Firm, the Lead Designer must be clearly identified..

b) Stage 2 / Service Offering

Any team or firm that meets the eligibility conditions for Stage 1 and comprises, at a minimum, the following persons is eligible to continue on to Stage 2:

- A Coordinator who has been a certified member of a professional order or association in the field of landscape architecture or architecture for more than 10 years, and has previously completed at least one spatial design project on public land worth at least \$10 million in construction costs, or three spatial design projects on public land worth at least \$5 million each in construction costs.
- A Landscape Architect who has been a certified member of the AAPQ or a member in good standing of a professional order or association in the field of landscape architecture for at least five years;
or
is a university graduate in landscape architecture having obtained their degree at least 10 years ago.
- A civil Engineer who has been a member of a provincial or national order of engineers for at least 10 years and is authorized to practice the profession of engineer in Québec under the applicable laws.

Per the specific contents of the individual Proposals, Teams are required to be complemented by other professionals for the development of their Service Offering, including but not limited to: biologist or forestry engineer; mechanical engineer; structural engineer; electrical engineer; expert hydrologist; lighting designer; etc. The Team must comprise all of the resources required for execution of the Contract.

Except for the Firms of the Designers (as defined herein) and the Engineers, who must be party to the Contract entered into with the City for completion of the Project, the experts listed above and the other members of the Team may be Outside Consultants engaged by the Competitor. The members of the Team presented, however, must be the ones, who will execute the Contract, as the case may be, subject to the other provisions of these Rules.

3.2 EXCLUSION CRITERIA / CONFLICT OF INTEREST

3.2.1 Situation conferring an undue advantage

Any person who finds themselves in a situation that confers upon them an undue advantage within the meaning of the RGC is ineligible to participate in the Competition.

Anyone who is in one of the following situations, if such situation confers upon them an undue advantage, is also ineligible to participate in the Competition:

- i. Someone with whom they have Family Ties that has been involved in any manner whatsoever in preparing the Competition or has had access to information about the Competition that is not made available or accessible to the other Competitors;
- ii. An entity of which they are an employee, director, partner, or shareholder holding, directly or indirectly, capital stock shares that give them at least 10% of voting rights, which may be exercised in all circumstances and attached to the entity's shares, that has been involved in any manner whatsoever in preparing the Competition or has had access to information about the Competition that is not made available or accessible to the other Competitors.

3.2.2 Family ties with a member of the Jury or the Technical Committee

The following are ineligible to participate in the Competition:

- i. A Competitor (natural person) or Finalist (natural person) having Family Ties to a member of the Jury or the Technical Committee;
- ii. A Competitor (natural person, enterprise or company) or Finalist (natural person, enterprise or company) with a Team member (natural person) or subcontractor (natural person) having Family Ties to a member of the Jury or the Technical Committee;
- iii. A Competitor (enterprise or company) or Finalist (enterprise or company) with a partner, administrator, officer or shareholder holding, directly or indirectly, capital stock shares that give them at least 10% of voting rights, which may be exercised in all circumstances and attached to the company's shares, having Family Ties to a member of the Jury or the Technical Committee;

- iv. A Competitor (enterprise or company) or Finalist (enterprise or company) with an employee who took part in developing the Proposal or Service Offering *Proposition* having Family Ties to a member of the Jury or the Technical Committee.

3.2.3 Business relationship with a member of the Jury or the Technical Committee

The following are ineligible to participate in the Competition:

- i) A Competitor (natural person) or Finalist (natural person) having a Business Relationship with a member of the Jury or the Technical Committee;
- ii) A Competitor (natural person, enterprise or company) or Finalist (natural person, enterprise or company) with a member of its Team (natural person, enterprise or company) or subcontractor (natural person, enterprise or company) having a Business Relationship with a member of the Jury or the Technical Committee;
- iii) A Competitor (natural person, enterprise or company) or Finalist (natural person, enterprise or company) having a Business Relationship with an enterprise or company:
 - a) of which a member of the Jury or the Technical Committee is a partner, employee, administrator, officer, or shareholder holding, directly or indirectly, capital stock shares that give them at least 10% of voting rights, which may be exercised in all circumstances and attached to the company's shares; and
 - b) where the member of the Jury or the Technical Committee is involved in conducting the project that is the subject of that Business Relationship;
- iv) A Competitor (natural person, enterprise or company) or Finalist (natural person, enterprise or company) with a partner, officer, or shareholder holding, directly or indirectly, capital stock shares that give them at least 10% of voting rights, which may be exercised in all circumstances and attached to the company's shares, having a Business Relationship with a member of the Jury or the Technical Committee. This rule also applies in the event that the Business Relationship is with a member of the Team (natural person, enterprise or company) or a subcontractor of the Competitor (natural person, enterprise or company);
- v) A Competitor (natural person, enterprise or company) or Finalist (natural person, enterprise or company) with an employee who took part in developing the Proposal or Service Offering having a Business Relationship with a member of the Jury or the Technical Committee.

3.2.3 Employee, elected official or member of the political staff of the City

Any employee of the City directly or indirectly involved in the Competition, any elected official or any political staff member of the City, as well as any person with Family Ties or a Business Relationship with these individuals is also ineligible to take part in the Competition as a Competitor.

Any false or inaccurate statement or information provided by a Competitor or Finalist will result in the rejection of their Proposal or Service Offering.

In case of any doubt about the interpretation of the exclusion criteria, or if any irregularity with regard thereto surfaces during the process, Competitors and Finalists must immediately contact the Professional Consultant in writing, regardless of the question period outlined in the Competition timeline.

3.3 COMPETITION DOCUMENTS

Interested Competitors must obtain the Competition Documents through the SEAO website. Prior registration is required to do so.

By doing so, Competitors will be certain of receiving the complete Competition Documents, which are as follows:

Stage 1

- Rules and Appendices;
- Competition Program and Appendices;
- Questions & Answers documents and addenda, as applicable;
- Finalist's Professional Services Agreement;
- Draft Winner's Contract.

Stage 2

- Additional Program documents, as applicable;
- Questions & Answers documents and addenda, as applicable.

Competitors and Finalists must familiarize themselves with all of the Competition Documents presented at each stage before submitting their Proposals and Service Offerings.

Neither the City nor the Professional Consultant is responsible for management of the SEAO.

3.4 TEAM: LEADS AND EXCLUSIVITY OF MEMBERS

No natural person or Firm may take part in preparing more than one Proposal or more than one Service Offering, failing which the Proposal or Service Offering of the Competitors or Major Finalists involved will be rejected.

In the case of a Team, each member of the Team must duly sign a form giving signing authority to the Lead Designer, especially for the purposes of signing the Consent Form to Remain Within Budget, the Finalist's Professional Services Agreement, the Winner's Contract, and all other representations, statements, guarantees, transfers, renunciations, and actions taken by the Lead Designer with respect to intellectual property.

3.5 ANONYMOUS PROPOSALS

Participation in Stage 1 of the Competition is anonymous. Any indication or information transmitted directly or indirectly to the Competition officials by the Competitor that could compromise this anonymity at the first stage of the Competition will result in the rejection of the Proposal. An identification code chosen by the Competitor and appearing on the Competitor's identification file (Appendix B) will ensure anonymity.

4. COMPETITION MANAGEMENT AND COMMUNICATIONS

4.1 ANNOUNCEMENT OF THE COMPETITION

The Competition is announced on the SEAO site.

4.2 COMMUNICATION RULES

All Competitors and Finalists shall refrain from making any personal overtures to elected officials, City managers, and members of the Jury or the Technical Committee regarding the Competition and the Project that is the subject of the Competition, and vice versa.

Pursuant to the *By-Law On Contract Management* attached as Appendix A, during the Competition process, Competitors and Finalists as well as any persons acting on their behalf are forbidden from communicating about the Competition with anyone but the Professional Consultant. Furthermore, Competitors and Finalists as well as any persons acting on their behalf are forbidden from seeking to influence the Professional Consultant during communications with the latter.

Competitors and Major Finalists may, however, communicate with the Office of the Inspector General or the Office of the Comptroller General regarding the conduct of the Professional Consultant or the integrity of the Competition process.

Comptroller General of the Ville de Montréal:

The procedure for receipt and examination of complaints regarding the tendering or awarding of a contract in force at the Ville de Montréal is available (in French) on the Comptroller General's website at:

http://ville.montreal.qc.ca/pls/portal/docs/page/prt_vdm_fr/media/documents/procedure_loi_108.pdf

Office of the Inspector General of the Ville de Montréal:

The mandate of the Office of the Inspector General of the Ville de Montréal is to oversee the processes of contracting and the carrying out of contracts by the Ville de Montréal or by a related legal person, so as to prevent any breach of integrity and to foster compliance with the applicable legal provisions and the City's requirements regarding contracting or the carrying out of contracts.

Make a difference by reporting any irregularity in contracting matters or a breach of ethics to the Office of the Inspector General.

Online form: www.bigmtl.ca

E-mail: www.bigmtl.ca

Phone: 514 280-2800

Fax: 514 280-2877

By mail or in person: 1550 Rue Metcalfe, Suite 1200, 12th floor, Montréal, Québec H3A 1X6

Visit the website of the Office of the Inspector General for more information: www.bigmtl.ca

The City may disqualify a Competitor or Finalist for violation of the above-cited rules.

4.2.1 Language requirements

In accordance with applicable law in Québec and the Charter of Ville de Montréal, all Competition Documents are prepared in French. Where an English version of the Rules is available, the French version will take precedence in the event of conflicting interpretations.

Furthermore, the Proposals and Service Offerings must be submitted in French. In addition, all oral and written communications relative to participation in the Competition and the professional services rendered within the framework of the Finalists' professional services agreements and the Winner's Contract must be in French.

4.2.2 Questions and answers

All communications regarding the Competition must be in writing and pass solely through the Professional Consultant via e-mail at the address provided in Subsection 4.3.1 and during the question periods stipulated in the Competition timeline.

Questions and answers as well as addenda will be posted on the SEAO site.

All other forms of communication with the Professional Consultant will be ignored and may lead to the immediate disqualification of the Competitor or Finalist at fault.

Copies of the questions and answers and of the addenda will be sent to the members of the Jury.

4.2.3 Addenda

Should the need arise to explain, amend or supplement the Rules, an addendum will be issued by the City.

The dates stipulated in the Rules may be revised. Any amendment made via an addendum, made no later than nine working days from the date of delivery, becomes an integral part of the Competition Documents. The addenda are published on the SEAO site. However, an addendum cannot be published less than nine working days from the date of delivery, except if its purpose is for the City to cancel the Competition or to postpone the deadline date and time for submissions.

The City is not responsible for receipt of the addenda.

4.2.4 Announcement of the Finalists and Winner

The names of the Finalists and Winner will be published on the SEAO site and communicated in writing to the Competitors and Finalists on the date stipulated in the timeline.

4.2.5 Confidentiality

The Competitors and Finalists shall consider the Competition file to be strictly confidential, including in particular the general and partial information about the City, the Proposal and the Service Offering, and shall refrain from communicating or disclosing general or partial information about the Competition to third parties, be they private or public, without the prior written consent of the City.

Furthermore, the Proposals and Service Offerings may not be published prior to the official announcement by the City of the chosen Winner.

4.3 ADDRESS FOR CORRESPONDENCE AND SUBMISSIONS

4.3.1 Communications

All communications must be e-mailed to the Professional Consultant at the following address, mentioning the name of the Competition in the subject line:

concours.terrain066@atelier-rt.ca

4.3.2 Receipt of the Proposals and Service Offerings

The complete Proposal and Service Offering files must be received no later than noon, Eastern Time, on the dates stipulated in Section 4.6, at the following address:

Arrondissement de Ville-Marie
À l'attention du secrétaire d'arrondissement
Me Katerine Rowan
800, boul. De Maisonneuve Est,
Salle du conseil, rez-de-chaussée
Montréal (Québec) H2L 4L8

The business hours of the borough offices are Monday to Friday from 8:30 a.m. to 4:30 p.m.

The City may not be held responsible for any destination error or missed submission deadline by the Competitor or Finalist or a third party, nor for any tear, damage or deterioration of a document provided by a Competitor or Finalist while such document is in the City's possession.

4.4 SITE VISIT AND MANDATORY INFORMATION MEETING

No meeting or site visit is planned as part of Stage 1.

A mandatory individual information meeting between each Finalist, the Professional Consultant and the representatives of the City will be held on the date stipulated in the Competition timeline and will include the presentation of the Program as well as a site visit. Each Team must be represented by a maximum of two persons who are members of the Team. For Finalists from outside the province of Québec, the meeting may be held by videoconference.

A question period will follow.

The Finalists will be notified of the time and place of the mandatory meeting.

The Professional Consultant will compile the questions and answers in a report that will be posted on the SEAO site and sent to the Finalists at the start of Stage 2.

4.5 OPENING OF THE PROPOSALS AND SERVICE OFFERINGS

The Proposals and Service Offerings will be opened by the Professional Consultant in the presence of the City's project manager or their authorized representative.

4.6. COMPETITION TIMELINE

Stage 1 / Call for Proposals	Date
Competition Documents available on SEAO	October 14, 2020
Question period	October 14 to November 4, 2020
Deadline for transmission of answers to questions and addenda	November 11, 2020
Submission of Proposals	November 25, 2020
Jury session	Week of December 7, 2020
Communication to Finalists concerned that their Proposal has been selected	Week of December 14, 2020
Announcement of Finalists	Week of December 14, 2020
Stage 2 / Service Offerings	Date
Mandatory information meeting for Finalists	January 7, 2021
Question period	January 7 to February 3, 2021
Deadline for transmission of answers to questions and addenda	February 10, 2021
Submission of Service Offerings	February 24, 2021
Work by the Technical Committee	March 1 to 15, 2021
Public hearing of the Finalists and Jury session	Week of March 22, 2021
Announcement of Winner	Target date: May 2021

4.7 EXEMPTION FROM LIABILITY AND COMPENSATION IN THE EVENT OF SUSPENSION OF THE COMPETITION

Subject to the stipulations in this section, no appeal may be lodged against the City, members of the Jury, members of the Technical Committee, or the Professional Consultant for any reason whatsoever resulting from the preparation, presentation, receipt or analysis of the Proposals and Service Offerings. Failure to comply with any provision of the Competition Rules shall not invalidate the overall selection process and the recommendation of the Competition Winner.

The City may decide, at any stage, to suspend the Project Competition. For greater clarity and without limiting the general scope of the foregoing, the City reserves the right not to retain any of the Proposals or Service Offerings received in connection with the Project and not to award any professional services agreement to the Finalists or Contract to the Winner.

By entering the Competition, all persons absolve and indemnify the City and all persons associated with the Competition from any and all responsibility, in particular real or perceived damages or losses, subject to the following in the event of the City's premature suspension of the Competition:

- If the City terminates the Competition during implementation of the Finalists' professional services contracts, the City will cover, on behalf of the Finalists involved, the cost of professional services rendered under said contracts up to the date of their cancellation upon presentation of supporting documents, up to the amount provided for in the first subsection of Section 5.2.

No other amount will be paid by the City.

5. COMPENSATION

5.1 STAGE 1 / CALL FOR PROPOSALS

No fees or allowances will be paid at this stage of the Competition.

5.2 STAGE 2 / SERVICE OFFERING

Each Finalist who presents a Service Offering deemed compliant with the Rules will receive a lump sum of \$43,487.71, excluding taxes, upon receipt of an invoice to this effect and on condition that they have signed the Finalist's Professional Services Agreement (Appendix D) beforehand.

In signing the Finalist's Professional Services Agreement, each Finalist agrees to comply with the conditions of the Contract to complete the Project if its Service Offering is retained by the City.

In the case of the Winner, the amount awarded for the Service Offering will be deducted from the fees stipulated in the Winner's Contract for completion of the Project.

Unless stipulated in this section, no other amount will be paid to the Finalists for preparing and submitting their Service Offerings.

5.3 PROFESSIONAL FEES TO COMPLETE THE PROJECT

The maximum amount of professional fees budgeted for completion of the Project is \$991,519.90, excluding taxes.

In this competition, the professional fees budget includes all basic services rendered by the professionals in each discipline as well as any other service required by each discipline supplied by the Designers', Engineers' and Outside Consultants' firms, plus any service required by the Winner for implementation of its Service Offering.

The Winner undertakes to sign the Contract for completion of the Project and comply with the conditions thereof. Said Contract is part of the Competition Documents. All information regarding the professional fees for implementation of the Project is attached to the draft Winner's Contract provided as Appendix I to these Rules.

5.4 REFUNDABLE EXPENSES

There are no refundable expenses for Stage 1.

For Stage 2, travel and lodging expenses will be paid to a Finalist attending the mandatory information meeting if its head office is outside the Province of Québec, upon presentation of supporting documents, up to an amount of \$1,500.00, excluding taxes.

For the hearing before the Jury, an additional maximum amount of \$1,500.00, excluding taxes, per Team will be paid to a Finalist if its head office is outside the Province of Québec, upon presentation of supporting documents.

As applicable, these amounts will be paid on top of the lump sums provided for in Section 5.2.

5.5 TAXES

The City is subject to the levying of taxes. Estimates of design and construction costs must not include taxes.

In Québec, the following taxes apply to professional fees and to construction costs:

- Federal Goods and Services Tax: 5%
- Provincial Sales Tax: 9.975%

6. PRESENTATION, SUBMISSION AND EVALUATION OF THE PROPOSALS AND SERVICE OFFERINGS

6.1 STAGE 1: PRESENTATION, SUBMISSION AND EVALUATION OF THE PROPOSAL

6.1.1 Content of the Proposal

Each Proposal must include:

One IDENTIFICATION file including:

- A) The Competitor's information file;
- B) Proof of eligibility;
- C) A digital version of all of the Proposal documents.

and

One CONCEPT file including:

- D) A digital version of the board illustrating the concept. A0 format (841x1189mm). Allow for a bleed (extra margin) of 6.35 mm;
- E) A text describing the concept.

IDENTIFICATION file:

A) Competitor's information file:

The Competitor's information file in Appendix B must be duly completed and signed. To ensure the anonymity of the Proposal, each Competitor must personally choose an identification code beginning with three digits followed by two letters (e.g., 123AB). The code should not refer in any way to the name of the Competitor (Team or Firm). Avoid numbers that are likely to be used by more than one Competitor (e.g., 000AA - 999ZZ - 123GO).

B) Proof of eligibility:

The following certifications (proof of eligibility) must be submitted:

For the Designer, one of the following three certifications:

i) Certification as a certified member of a professional order or association in the fields of spatial planning and design (architecture, landscape architecture, planning, urban design, environmental design, or industrial design;

or

ii) Certification of graduation from university (copy of diploma) in a program leading to the design or completion of development projects in the above-mentioned fields;

or

iii) Certification that the Designer has at least five years of professional experience in similar projects. The five years of professional experience must be certified in a letter signed by a third person who would be eligible for the Competition per one of the two conditions listed above (i or ii) but is not a member of the Team.

For the Lead Designer, one of the following certifications:

i) Certification as a certified member of a professional order or association (copy of certificate) governing the right of practice of landscape architecture or architecture for more than five years;
or

ii) Certification of graduation from university (copy of diploma) at least 10 years ago in a program leading to the design or completion of development projects on public land.

and

Certification that the Lead Designer has at least five years of professional experience in similar projects. The five years of professional experience must be certified in a letter signed by a third person who is a certified member of a professional order or association in the field of architecture or landscape architecture for more than five years but is not a member of the Team.

Signing authorization:

In the case of a Team, the form giving signing authority to the Lead Designer must be provided (see Section 3.4).

C) Digital version of all of the Proposal documents:

The Competitor must provide a digital version (PDF file, 300 dpi, on CD-R, DVD-R, or USB drive) of all of the Proposal documents. They must also extract each image included in the board and save it in JPEG format at 300 dpi.

CONCEPT file:

D) Board illustrating the concept (digital format):

The project sketches prepared by the Competitor must fit on one digital sheet, A0 format (1189 mm x 841 mm) and be oriented horizontally. The Competitor's identification code, made up of three digits followed by two letters (for example: 123AB) must appear in the lower right corner of the sheet, in Arial typeface of 36 points. The Arial typeface must be used for titles, legends and all other written identification,

The Competitor must provide a digital version (cd, dvd, or usb key) of the board illustrating the concept in PDF format at 300 dpi.

The following drawings must appear on the board. Their distribution and positioning on the boards are at the Competitor's choice.

- A plan view of the Place des Arts area, at 1:1500 scale;
- A plan view of the work area, at 1:250 scale;
- A general perspective view as seen from one of the adjacent streets, looking toward Lot 066;
- An ambience view from within Lot 066;
- A north/south cross-section view showing all of the proposed designs between Avenue Président-Kennedy and Boulevard De Maisonneuve, at 1:100 scale;
- A diagram demonstrating the versatility of the site layout for the presentation of Quartier des spectacles events;
- A significant detail of a piece of street furniture or signature element of the proposed concept;

- Any other visual element that would be useful to understanding the proposed concept.

The various views described above must be drawn from a pedestrian's perspective.

The expected production level of the Proposals is that of a sketch. Competitors are invited to keep the development of their Proposal to the minimum required to ensure that it is credible and that its unique character can be fully understood.

E) Text describing the concept:

The text briefly describes the elements of the Proposal that should be considered to appreciate its true value and covers both the conceptual intentions and the tangible experience of the urban spaces created.

The text must demonstrate how users would experience vis-à-vis the spatial planning, the versatility of the layout for presentation of Quartier des spectacles events, and the strategies employed for creation of a cooling island and for achieving eco-resilience.

- Layout: letter format (8½" x 11"), oriented vertically (portrait);
- Maximum 500 words.
- Typeface: minimum 10-point Arial or similar;
- Printing: single-sided only, choice of colour or black-and-white;
- Illustrations may be added to the text but must be taken integrally from the board;
- The Competitor's identification code must appear in 14-point Arial font on the upper left-hand side.

The information in the text must not in any way identify the Competitor.

6.1.2 Submission of the Proposal

The Competitors must prepare and submit their Proposal in accordance with the following procedure:

- Prepare a sealed envelope on which is written the Competitor's identification code and the title "Identification," and nothing else. This envelope must contain only the following:
 - A) Competitor's identification file;
 - B) Proof of eligibility;
 - C) Digital version of all of the Proposal documents.
- Prepare a second sealed envelope on which is written the Competitor's identification code and the title "Proposal," and nothing else. This envelope must contain only the following:
 - D) A digital version of the board illustrating the concept. A0 format (841x1189mm);
 - E) 10 copies of the text describing the concept.
- Send all of the above in a single parcel with an opaque protective covering to the address indicated in subsection 4.3.2, ensuring receipt before the deadline stipulated in the Competition timeline.

The Competitor's identification code and any other clue to the Competitor's identity must not appear together anywhere except on the identification file.

6.1.3 Method of evaluating the Proposal

At the opening of the Proposals, the Professional Consultant and the person in charge of the Project at the City verify that the submitted documents meet the requirements as set out in the Rules and that the information specified in Subsection 6.1.1 has been provided. The result is recorded in a compliance report.

Proposals that meet the Rules are forwarded to the members of the Jury for evaluation.

The Proposals are then assessed based on the evaluation criteria presented in Subsection 6.1.4. Ideally by consensus and, if not, then by vote, the Jury selects a maximum of five Finalists that it recommends to the City for Stage 2 of the Competition. A summary of the deliberations is entered in the detailed report of the Jury.

In the event of a tie, the Chair of the Jury has the deciding vote.

A preliminary report by the Jury is sent to the Finalists, regarding their respective Proposal only, to inform them of the arguments advanced by the Jury for and against their Proposal.

6.1.4 Evaluation criteria for the Proposal

A Proposal presents the general ideas and strategies that are prioritized by a Competitor to address the challenges of the Project. These criteria relate to the issues and challenges specific to the Project and are judged on an equivalent basis. The Jury applies the following criteria when evaluating a Proposal:

Conceptual aspect:

- Capacity of the project to translate the Competition vision;
- Degree to which the project presents clear, intuitive designs;
- Coherence of the project with the living and working environments as well as with the existing public spaces in the Quartier des spectacles;
- Flexibility of the design elements to accommodate backstage use during presentation of a festival event.

Social aspect:

- Coexistence of the diverse users and social groups (GBA+);
- Capacity of the project to generate meeting places and spaces for relaxation for all area residents;
- Potential for the site to be embraced by all types of users at all times;
- Inclusive character of the designs.

Functional aspect:

- Clarity and readability of the various routes depending on user groups (pedestrians, cyclists, motorists);
- Space that is accessible and safe for a broad diversity of users.

Green/landscape aspect:

- Capacity of the landscaping strategy to achieve the biodiversity and eco-resilience objectives;

- Comfort of the spaces for users under different climate conditions;
- Capacity of the design to create shaded and cool areas;
- Predominance of greenery in the design;
- Quality of the water management strategy;
- Relevance and innovation of the environmental approach.

6.1.5 Decision of the Jury

The Finalists will be notified per the procedure described in Subsection 4.2.4 of these Rules.

6.2 STAGE 2: PRESENTATION, SUBMISSION AND EVALUATION OF THE SERVICE OFFERING

6.2.1 Prior commitment to the Service Offering

Before beginning Stage 2 of the Competition, each Finalist must sign a Finalist's professional services agreement (Appendix D) and forward it to the City for signing.

The Finalist also commits to following up on the Competition if declared the Winner. By signing the agreement, the Finalist is assured of the compensation stipulated in the Rules in exchange for a compliant Service Offering.

6.2.2 Content of the Service Offering

Each Service Offering must include:

- A) The Finalist's identification file;
- B) The Finalist's presentation file;
- C) Proof of eligibility;
- D) Two boards, A0 format, illustrating the concept;
- E) A text describing the concept and a technical description;
- F) A cost estimate;
- G) A breakdown of the estimate of professional fees (Appendix H);
- H) Credits;
- I) The Consent Form to Remain Within Budget (Appendix E)
- J) A digital version of the Service Offering documents;
- K) A supporting visual presentation for the hearing;
- L) Participation in a public hearing before the Jury.

The contents, illustrations, scales and forms of expression of the Service Offering to be provided by each of the Finalists must comply in all respects with the instructions listed below.

A) Finalist's identification file:

The Finalist's identification file in Appendix C must be duly completed and signed.

B) Finalist's presentation file:

The Finalist's presentation file must be a maximum of 25 pages, in letter format (8½" x 11"), oriented vertically (portrait), and include the following information:

- The presentation of the Finalist;
- A description of one or three spatial design projects by the Coordinator;
- The Team's prior achievements;
- The identification of the Team and its structure;
- An organizational chart;
- The certifications;

- Proof of authorization to enter into contracts from the Autorité des marchés publics or proof that a request for such authorization is pending.

Presentation of the Finalist – maximum 2 pages (excluding cover page):

- Indicate the Lead Designer's name and contact information;
- Indicate the Coordinator's name and contact information;
- Indicate the Landscape Architect's name and contact information;
- Indicate the Civil Engineer's name and contact information;
- Indicate the names of the other Designers, Engineers, Outside Consultants, and Firms that make up the Team, specifying their fields of expertise.

Description of one or three spatial design projects – maximum 3 pages:

Each description must be of a spatial design project on public land completed by the Team Coordinator with a construction cost of at least \$10 million, or three spatial design projects on public land with a construction cost of at least \$5 million each. The construction costs must be expressed in 2020 Canadian dollars (C\$). For each project, the title, location, a brief description, budget, and the name and contact information of the client representative must be included.

Prior achievements – maximum 6 pages:

Submit documents describing a maximum of three design projects completed in the past seven years that the Finalist deems especially significant and relevant, so as to illustrate its ability to meet the challenges of the Project. If the Finalist was not responsible for all services rendered for a project, clearly state the names of any other Firms involved, their respective responsibilities, and their contractual relationship to the client. Projects submitted may be presented using photos or renderings and a text explaining the key design choices.

Provide the following information for each project:

- Name of the project;
- Name of the client;
- Names of the Coordinator, Designers, Engineers, and Team members, and of the Designer(s) responsible for the concept;
- The percent share of responsibility and tasks performed by the Finalist Team member(s) concerned as part of the project;
- A summary timeline of the project, including the design start and completion dates and the work start and completion dates;
- The forecast budget and final budget, with a brief explanation of variances, if any.

Team and Structure – maximum 10 pages:

- Name each entity making up the Team;
- Describe each entity making up the Team, including the types of Outside Consultants required for the Project;
- Describe the Team members' overall experience;
- List the human resources available to the Team;
- List the Team members' publications and prizes received, if any.

Organizational Chart – maximum 2 pages:

Present an organizational chart showing the operation of the Team. Identify, for each Team member:

- Their name and that of their Firm;
- Number of years of experience;
- The role (title) they will play within the Team;
- Their percent share of involvement.

C) Proof of eligibility:

The following certifications (proof of eligibility) must be submitted:

Professional certifications:

For the Coordinator, the following certifications:

- Certification as a certified member of a professional order or association (copy of certificate) governing the right of practice of landscape architecture or architecture for more than 10 years;

For the Landscape Architect, the following certifications:

- Certification as a certified member of the AAPQ or a member in good standing of a professional order or association in the field of landscape architecture outside Québec for at least five years;
or
- University degree in landscape architecture obtained at least 10 years ago.

For the Civil Engineer, the following certifications:

- Certification as a certified member of their professional order or national association governing the right of practice of engineering for more than 10 years;
and
- Proof of authorization to practice their profession in Québec under the applicable laws or proof that they have submitted a request for such authorization.

In the event that the Team includes an Architect who performs one or more acts reserved for the profession of Architect in Québec under the applicable laws:

- Certification as a certified member of their professional order or national association governing the right of practice of architecture;
and
- Proof of authorization to practice their profession in Québec under the applicable laws or proof that they have submitted a request for such authorization.

Signing authorization:

In the case of a Team, the form giving signing authority to the Lead Designer must be provided (see Section 3.4).

Authorization to enter into contracts issued by the Autorité des marchés publics (AMP):

Proof of authorization to enter into contracts issued by the AMP or proof that an application for authorization has been submitted to the AMP must be provided (see Section 12)

D) Boards illustrating the concept:

The project sketches prepared by the Finalist must fit on two A0 format (1189 mm x 841 mm) sheets, be oriented horizontally, and be mounted on a rigid backing. There must be a 5 cm strip at the bottom of each board for identification of the Finalist (on the left) and the board number (on the right). The Arial typeface must be used for titles, legends and all other written identification, except for the identification of the Firm, for which the agency's usual graphical signature may be used.

The following drawings must appear on the two boards. Their distribution and positioning on the boards are at the Finalist's choice.

- A plan view of the Place des Arts area, at 1:1500 scale;
- A plan view of the work area, at 1:250 scale;
- A view of a section of the work area, at 1:150 scale, illustrating: the layout and materials, street furniture, lighting, plantations, sizing, and all other significant elements of the concept;
- A general perspective view as seen from one of the adjacent streets, looking toward Lot 066;
- An ambience view from within Lot 066;
- A wintertime perspective, from a point of view of the Finalist's choice;
- A nighttime perspective, from a point of view of the Finalist's choice;
- A north/south cross-section view showing all of the proposed designs between Avenue Président-Kennedy and Boulevard De Maisonneuve, at 1:100 scale;
- At least two enlarged detailed cross-section views, at 1:20 scale;
- A diagram demonstrating the versatility of the site layout for the presentation of Quartier des spectacles events;
- A significant detail of a piece of street furniture or signature element of the proposed concept;
- Any other visual element that would be useful to understanding the proposed concept.

The various views described above must be drawn from a pedestrian's perspective. The following elements must be visible on at least one of the views:

- The proposed design for the transformation of Boulevard de Maisonneuve into an active-mobility street;
- The intersection of Rue Jeanne-Mance and Boulevard de Maisonneuve;
- The cycle path.

E) Text:

The purpose of the text is to communicate to the Jury the design intentions and underlying strategies, as well as the qualities of the Project that are difficult to convey graphically, to describe the methods employed to translate them to the Project, and to provide the reasons for the design choices.

- Layout: letter format (8½" x 11") pages, oriented vertically (portrait);
- Minimum 1,500 words;
- Typeface: minimum 10-point Arial or similar;
- Printing: single-sided only, choice of colour or black-and-white;
- Illustrations may be added to the text but must be taken integrally from the boards.

F) Cost estimate:

The estimate must be prepared and presented using the Unifomat II model (Class D estimate).

- Layout: letter format (8½" x 11") pages, oriented vertically (portrait);
- Printing: single-sided only;
- Costs must be expressed in 2020 Canadian dollars (C\$);
- The estimate must globally account for all work required to obtain a complete structure.

G) Breakdown of the estimate of professional fees:

The Finalist must provide the breakdown of the estimate of professional fees for completion of the Project using the form supplied as Appendix H and referring to the budget stipulated in Section 5.3. The signed copie must be submitted at the same time as the Service Offering in a

sealed envelope bearing the name of the Finalist and the words “**Honoraires professionnels: Terrain n° 066.**” The forms will not be submitted to the Jury; they will be submitted only to the Project Manager for information and planning purposes.

H) Credits:

The Finalist must provide the list of persons who helped prepare the Service Offering as they should appear in all publications following the Competition.

- Single sheet only, letter format (8½” x 11”); oriented vertically (portrait).

I) Consent Form to Remain Within Budget:

The Finalist must attach the Appendix E form signed by the Lead Designer.

J) Digital version of the documents:

Each Finalist must provide a digital version of the documents described above as a PDF file at 300 dpi, and also extract each of the images on the boards and save them in JPG format at 300 dpi, and also provide the cost estimate document as PDF and XLS files.

K) Visual presentation in support of the hearing:

The digital version of the supporting visual presentation for the hearing, saved as a PDF file, must be sent to the Professional Consultant no later than three working days before the hearing for technical verification purposes. The presentation used must not contain any elements other than those already in the Service Offering documents. Any new element will be removed prior to the hearing. The Finalists have no material to bring; everything will be provided upon their arrival. The document must be in 16:9 aspect ratio (onscreen display), landscape orientation, and saved as a PDF file.

6.2.3 Submission of the Service Offering

The Finalists must prepare and submit their Service Offering in accordance with the following procedure:

In a sealed envelope, place the following:

- 2 copies of the Finalist’s identification file;
- 10 copies of the Team presentation file;
- 10 copies of the proofs of eligibility;
- 10 copies of the text and technical description;
- 10 copies of the cost estimate;
- 1 copy of the estimate of professional fees;
- 1 copy of the credits;
- 1 copy of the Consent Form to Remain Within Budget;
- The digital version of the Service Offering (minus the supporting visual presentation for the hearing, which may be sent four working days before the public hearing).

Package the boards in a single parcel with an opaque protective covering. Send all the above, with the label “*Concours Terrain n°066*” clearly visible, to the address stipulated in Subsection 4.3.2, ensuring receipt before the deadline stipulated in the Competition timeline.

6.2.4 Public hearing before the Jury

The Finalists’ public hearings before the Jury are an integral part of their Service Offering. These hearings take place before members of the public, who are nonetheless prohibited from

interfering in the proceedings. Each Finalist has 20 minutes to present their Project, followed by a 20-minute period of questions from the Jury.

The public hearings may be replaced by another type of presentation depending on the prevailing health conditions and government directives. If need be, an addendum explaining the required changes will be issued.

The order of appearance is chosen at random and sent to the Finalists one week before the oral presentation.

A Finalist must be represented by a maximum of five persons, who must include the Team Coordinator, Lead Designer, Landscape Architect, and Engineer. The absence of one of these persons on the established date and time of a Finalist's hearing may result in the rejection of their Service Offering.

The presentation must cover all the evaluation criteria stipulated in Subsection 6.2.6 of these Rules.

The presentation must be in French.

6.2.5 Method of evaluating the Service Offering

At the opening of the Service Offerings, the Professional Consultant and the person in charge of the Project at the City verify that the submitted documents meet the requirements as set out in the Rules and that the information specified in Subsection 6.3.2 has been provided.

After compliance has been analyzed, the Professional Consultant submits the compliant Service Offerings to the Technical Committee.

As soon as they are available, the results of the Technical Committee's review will be compiled in a report and sent to the Jury members and to each of the Finalists, for the portions that concern them

In the event of an overrun of the costs stated by a Finalist, the Service Offering will be automatically rejected.

In the event of an overrun of the costs established by the Technical Committee but not stated by a Finalist, the Professional Consultant will ask the Finalist to describe and provide dollar figures for, in an appendix to their estimate, their proposed cost-reduction avenues to enable compliance with the budget without jeopardizing the essence of the concept. The Technical Committee will then take this new information into consideration and finalize its report.

All of this information will be submitted to the Jury, which will evaluate, after the hearings, whether the Finalist should be rejected based on the budget review.

Should a Service Offering fail to comply with the budget, the Jury will reject it. If the Jury is of the opinion that a Finalist has knowingly disregarded the budget framework, it may decide to penalize that Finalist with the consequences provided for; namely, non-payment of the Finalist's professional fees.

The Service Offerings are evaluated based on the criteria presented in Subsection 6.2.6.

The evaluation process normally proceeds as follows:

- The Jury receives the compliance report and the report of the Technical Committee;

- The Jury reviews the Service Offerings;
- Each Finalist participates in a public hearing;
- After deliberating, the Jury recommends the Winner to the City.

The Jury reserves the right to grant honourable mentions.

If the Jury is unable to select and recommend a Winner, it will inform the City.

A summary of the analyses and deliberations regarding the criteria is entered in the detailed report of the Jury.

6.2.6 Evaluation criteria of the Service Offering

A Service Offering presents the ideas and strategies that are prioritized by a Competitor to address the challenges of the Project. The Jury evaluates the Service Offering in accordance with the above-mentioned procedure, applying the criteria that relate to the issues and challenges specific to the Project. The criteria are judged on an equivalent basis, except for the Feasibility criterion, which must be met with assurance for the others to be considered at their true value by the Jury. The evaluation criteria are as follows:

- Evolution of the Proposal with regard to the proposed approach, concept and designs/layout;
- Choice and appropriateness of the spatial and formal choices;
- Choice and appropriateness of the furniture, materials, plantings, lighting, etc.
- Consideration of site maintenance and durability of the designs/layout;
- Technical feasibility of the project, including costs of execution and implementation of the designs/layout;
- Compliance with the work calendar and site constraints;
- Team's qualification to execute the mandate:
 - Relevance of the prior projects presented to the challenges of the Project 25%;
 - Experience and expertise of the Coordinator 25%;
 - Experience and expertise of the Landscape Architects or the Landscape Architects Firm(s) 20%;
 - Experience and expertise of the Engineers or the Engineering Firm(s) 20%;
 - Experience and expertise of the other Team members 10%.

6.2.7 Decision of the Jury

The chosen Winner is informed in compliance with Subsection 4.2.4.

The Professional Consultant prepares the report of the Jury as soon as possible and has it approved by each of the Jury members. This report presents a clear summary of the main arguments for and against each of the Service Offerings, in reference to the evaluation criteria.

The Jury's decision and the approved report are forwarded to the relevant authorities of the City.

6.3 DISQUALIFICATIONS AND REJECTIONS

Any document included with the Proposal or Service Offering that is in excess of those required under the Rules will be reported by the Professional Consultant and ignored by the Jury during its evaluation.

Any pages in excess of the number stipulated will automatically result in the rejection of these pages.

6.3.1 Stage 1 / Proposals

In addition to the reasons the City may invoke for rejecting a Proposal under Sections 3.1 and 3.2, and subject to Subsection 6.3.3, the following will be rejected:

- A Proposal received and submitted after the date and time for submissions stipulated in the Rules or addenda, as the case may be;
- A Proposal that does not bear the signature of the duly authorized Lead Designer;
- A Proposal that does not contain all of the signing authorizations (see Section 7.3);
- A Proposal that is incomplete or non-compliant with the Rules.

6.3.2 Stage 2 / Service Offerings

Subject to Sections 3.1 and 3.2 and Subsection 6.3.3, the following will be rejected:

- A Service Offering received and submitted after the date and time for submissions stipulated in the Rules;
- A Service Offering that is incomplete or non-compliant with the Rules;
- A Service Offering of a Finalist who failed to attend the mandatory information session or the public hearing before the Jury.

6.3.3 Deadline for remedying certain shortcomings

The City may, however, ask a Competitor or Finalist to remedy a shortcoming within 48 hours of the date of issue of such request by the Professional Consultant in the following cases:

- Missing document required under Subsections 6.1.2, 6.1.1 or 6.2.2 of the Rules;
- Missing signature of the Lead Designer on the Competition forms that require it;
- Missing signing authorizations as described in Section 7.3 of the Rules;
- Any other missing document the absence of which the City deems to be not a major absence.

If the Competitor or Finalist fails to remedy the situation before the prescribed deadline, its Proposal or Service Offering, as the case may be, will be rejected. The said corrections cannot alter the qualitative aspect of the Proposal or Service Offering.

7. COMPETITORS' OBLIGATIONS

7.1 CONSENT

Any natural or legal person that presents a Proposal or is part of a Competitor's Team consents, by virtue thereof, to the disclosure of the following information:

- Their name, regardless of whether the Proposal or Service Offering is retained;
- If a Proposal or Service Offering is deemed to be non-compliant, their/its name with the mention of the determination of non-compliance and the specific non-compliant elements;
- The Jury's evaluations of the Proposal or Service Offering;
- If applicable, all or part of the video recording of the public hearing before the Jury and interviews about the Service Offering.

Subject to applicable laws, the City may grant access to this information under certain circumstances, after submission of the Service Offerings.

7.2 EXAMINATION OF DOCUMENTS

Each Competitor and Finalist must ensure that they have received all of the Call for Proposals and Service Offerings Competition Documents listed in the Rules and on the list of documents

transmitted. Unless otherwise indicated by them prior to the opening of the Proposals and Service Offerings, it is presumed that the Competitor and Finalist have received all of the documents.

Each Competitor and Finalist must carefully examine these documents and is responsible for familiarizing themselves with the purpose and requirements of the competition.

By sending in and submitting their Proposal and Service Offering, the Competitor and Finalist acknowledge having read all the requirements of the Rules and their appendices, and accept all clauses, expenses and conditions.

7.3 SIGNATURES

Authorization for the Lead Designer to sign competition documents and make all the necessary representations and statements for the purposes of the Competition, granted by the Competitor or each member of the Team, must be in one of the following forms and must accompany the Proposal or, as the case may be, the Service Offering:

- If the member of the Team is a legal person, the authorization must be recognized in a copy of the resolution by the legal person to this effect;
- If the member of the Team is a partnership (within the meaning of the *Civil Code of Québec*), it must provide a proxy or partners' resolution to this effect.

These signing authorizations must be appended to the Stage 1 Proposal and, as applicable, to the Service Offering.

7.4 WITHDRAWAL OF AN OFFER

By signing the Finalist's professional services agreement, the Finalist agrees to submit a Service Offering within the prescribed deadline.

A Competitor or Finalist may withdraw a Proposal or Service Offering in person, by e-mail or by registered letter, any time before the established closing time and date for receipt, without forfeiting the right to present the document again within the prescribed deadline.

8. FOLLOW-UP TO THE COMPETITION

8.1 PROFESSIONAL SERVICES AGREEMENT

Following the Jury's recommendation of the Winner, the City plans to follow up the competition by entering into a Contract for the Project, subject to the required authorizations and Section 4.7. Only the signing of the Contract by the City for completion of the Project constitutes the City's commitment to the Winner.

The draft Contract appears as Appendix I.

8.2 INSURANCE

The Winner must provide proof of the insurance policies stipulated in the Contract attached as Appendix I.

8.3 SERVICES COVERED

The services to be rendered by the Winner, as well as the fees to be paid, are established by the City as described in the Contract attached as Appendix I.

The Winner must provide all the professional services required for completion of the Project.

8.4 PARTIES TO THE CONTRACT

The parties to the Contract will be:

- the City;
- the Firms of the Designers (as defined herein under Designer) and of the Engineers who are members of the Team.

The Outside Consultant members of the Winner's Team are not parties to the Contract. Nevertheless, the City's contractual partners are severally liable for the performance of all the services that must be rendered by said Outside Consultants to complete the Project. Should the Winner wish to change a member of the Team during the performance of the Contract, it must obtain the prior written authorization of the City's representative designated in the Contract; otherwise it must maintain on its Team a Lead Designer, Coordinator, Landscape Architect, and Civil Engineer.

8.5 COMPLIANCE WITH BUDGET

The Contract makes provisions to ensure that the concept proposed by the Winner stays within the City's budget.

When finalizing the concept, the Winner must take into consideration the Jury's comments and recommendations and those of the various stakeholders in the Project. The Winner must understand that these comments may have an impact on the winning concept and must agree to revise the elements in question within its stipulated fees and expenses.

The Winner's concept may be the subject of requests for adjustments from the City and other stakeholders in the Project who have a right of review of the concept's completion. In this case, the Winner agrees to collaborate fully to adapt its concept to circumstances that may change during development of the Project, including streamlining the work to meet the Project's objectives, timeline and related costs. The Winner must consent to handle such changes as part of finalizing the design step (post-competition design). These changes must be strictly adjustments to the concept and not alter its essence.

8.6 COMPOSITION OF THE TEAM

Furthermore, at the time of signing the Contract and at any time during its performance, the City reserves the right to require a change in the composition of the Team, if this change is necessary to comply with the law. The City may, among other things, require the replacement of a member of the Team who does not hold the licences or authorizations required under the law. Where applicable, the substitute member must have the qualifications and equivalent experience of the member being replaced. All costs or fees resulting from or incurred by the replacement of a member of the Team or change in the composition of the Team at the request of the City are at the Winner's expense.

The Winner must be able to rely at all times on a competent and available Team to fulfil the Contract. If the City finds that the Winner no longer has the resources, experience or availability needed to complete the Project within the established framework, it may require the Winner to complete or strengthen the composition of its Team. In the event that adding these resources becomes necessary to adapt to the conditions for implementing the Project, the City may decide to hire other consultants under the rules governing the awarding of contracts as stipulated in the *Cities and Towns Act*, and the Winner will be called upon to collaborate with them.

8.7 RETURN OF SERVICE OFFERINGS

The Service Offerings received will be kept by the City after the Competition, and the City may not be held responsible for any tear, damage, deterioration or loss of the Service Offering or any document forwarded or submitted by a Finalist, regardless of format, while in the City's possession.

8.8 DISSEMINATION

The City agrees to announce the results of the Competition, consisting of the Competitors' Proposals and Finalists' Service Offerings, including that of the Winner, at the close of the Competition. The City may mount an exhibition or other activity. On this occasion, the Winner may be invited to present their Service Offering to the public as a lecture, it being understood that no professional fees would be paid to the Winner for these services.

The City may also ask the Winner to present their Service Offering to the City's elected officials. Details of the terms and date of these presentations will follow later, it being understood, however, that no additional fees would be payable to the Winner for these services.

The Competitors' Proposals and Finalists' Service Offerings will be posted on the website of the City's Bureau du design at designmontreal.com.

The City will organize a news conference and issue a news release to announce the Winner of the Competition.

9. INTELLECTUAL PROPERTY

By submitting their Proposal and Service Offering, all Finalists accept to reserve exclusivity for the City and to refrain from adapting or allowing any adaptation to be made whatsoever of the Proposal and Service Offering for the purposes of another Project until such time as the Contract has been awarded to the Winner.

The Competitors and Finalists (other than the Winner) retain intellectual property rights to their Proposal and Service Offering, although by the simple fact of submitting a Proposal, they agree to grant the City a non-exclusive, irrevocable, royalty-free licence, without territorial or time limitations, authorizing the latter to publicly display them and reproduce them for non-commercial use, regardless of the medium used, including its website.

All the documents, the Proposal and the Service Offering, regardless of their format or medium, produced or created by the Winner of the Competition to whom the Contract is awarded, become the full and exclusive property of the City, which may dispose of them at it sees fit. The Winner to whom such a Contract is awarded transfers to the City all their intellectual property rights and, without limiting the generality of the foregoing, all their rights to all the documents, estimates, sketches and mock-ups/models created and produced within the framework of this competition forming their Proposal and Service Offering (hereafter the “documents”), and waives the exercise of their moral rights to these documents. By simply submitting its Proposal, the Winner who is awarded the Contract transfers their intellectual property rights and waives the exercise of their moral rights in accordance with this subsection; no document other than these Rules shall exist between the parties to this effect and this subsection will come into force as soon as the City decides to award the Contract to the Winner.

The City agrees to recognize and attribute to the Winner the authorship of all the documents, the Proposal and the Service Offering, regardless of their format or medium, produced or created by the Winner and to state, in all its publications regarding the Project, the name of the Winner of the Competition to whom the Contract is awarded. Furthermore, the City freely grants to the Winner of the competition to whom the Contract is awarded a non-exclusive, royalty-free licence, without territorial or time limitations, authorizing the Winner to reproduce its Service Offering, in whole or in part, on any medium whatsoever for promotional purposes only.

The Winner of the Competition guarantees to the City that it holds all the rights entitling it to transfer all of the intellectual property rights, and waives the exercise of their moral rights, and agrees to indemnify and hold harmless the City from any and all legal action, claims or demands stemming from this waiving of rights, and to indemnify the City from any indictment or judgment issued against the Winner in principal, interest and costs.

9.1 CREDITS

Between the announcement of the results of the Competition and their dissemination, the Finalists may request that the list of persons who took part in preparing the Service Offering, including the Outside Consultants, be completed and made public along with the name of the Team provided at Stage 1, which cannot be changed. Where applicable, it is incumbent upon the Finalists to forward this complete information on time to the Professional Consultant.

10. CONTRACT MANAGEMENT POLICY

The contract management policy adopted by the City pursuant to the *Cities and Towns Act* (CQLR, Chapter C-19), included as an appendix, applies to this Competition and to the ensuing contracts. A Competitor is deemed to be tenderer in the meaning ascribed by that Act, the necessary adaptations having been made.

By submitting its Proposal, the Competitor declares that it has familiarized itself with the *By-Law On Contract Management*, that it understands its terms and scope, and that it makes all the solemn declarations required in the application of the by-law as if these declarations were reproduced in full in its Proposal and Service Offering, and makes the commitments stipulated in the by-law.

11. UNSATISFACTORY PERFORMANCE EVALUATION BY THE CITY

The City will evaluate the quality of the services rendered by the Professionals based on a pre-established grid of criteria attached in Appendix F.

The City reserves the right to refuse any Proposal from a Competitor or Service Offering from a Finalist who, in the two years prior to the date of the opening of the Proposal or Service Offering, was the subject of an unsatisfactory performance evaluation by the City, or who has a Team member or subcontractor having been the subject of such an evaluation during the same period.

If such an unsatisfactory performance evaluation is made of the Winner or a member of its Team or one of its subcontractors, as applicable, the City reserves the right, at its sole discretion, to terminate the Contract.

The City further reserves the right, at its sole discretion, to terminate the Contract in the event that, subsequent to the signing of the Contract, it is apprised of the identity of one of the Winner's Team members or one of its subcontractors and that such Team member or subcontractor has been the subject of an unsatisfactory performance evaluation during the two years prior to the date of subcontracting.

12. AUTHORIZATION BY THE AUTORITÉ DES MARCHÉS PUBLICS

The signatories to the Contract and Consultants whose contracts and subcontracts represent amounts equal to or superior to the amount determined by the government must, as of the date the Contract is signed, be in possession of an authorization to enter into contracts issued by the Autorité des marchés publics (AMP), otherwise the Contract cannot be concluded.

Any enterprise that is party to a subcontract directly or indirectly related to the Contract the value of which is equal to or superior to the amount determined by the government must also be in possession of an authorization to enter into contracts issued by the AMP.

In the course of execution of the Contract, the government may require the other enterprises that are party to a subcontract directly or indirectly related to the Contract to obtain authorization to enter into contracts from the AMP within such time periods and according to such specific conditions as it has determined.

13. AUTHORIZATION TO PRACTISE IN QUÉBEC

Architects performing acts reserved for the profession of architecture in Québec under applicable laws along with Engineers who are signatories to the Contract must, as of the date the Contract is signed, hold permits to practise their respective professions in Québec under applicable laws, otherwise the Contract cannot be concluded.