Space For Life Architecture Competition

The Insectarium's metamorphosis
Renewed Biodôme
Botanical Garden Glass Pavilion

COMPETITION MANUAL

MONTRE.
UNESCO CIT
OF DESIGN

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PREAMBLE

SPACE FOR LIFE is a branch of the City of Montreal's « Service de la Qualité de vie » and is also organizing this contest. SPACE FOR LIFE is the place where the Biodome, the Insectarium, the Botanical Garden and the Rio Tinto Planetarium are located, but it represents even more. It is a participative movement and a commitment to biodiversity.

It is the most important museum complex of natural sciences in Canada, one of the most important touristic sites in Montreal and the Province of Quebec while also being a place that holds all the potential necessary to be thrilled by nature, explain it and induce some important behavioural changes towards it.

Its mission is, through actions of diffusion, conservation, education and research, to support mankind in living better with nature.

SPACE FOR LIFE is a commitment to a better understanding and protection of our planet's biodiversity. Visitors of SPACE FOR LIFE's four institutions are being offered an immersive experience that combines both science and emotions and that brings them to consider nature differently.

SPACE FOR LIFE is a movement through a participative project, structured, authentic, inventive, committed and opened to the world that relies on citizen participation and cocreation with the visitors. Just like nature belongs to all, it is everybody's movement. SPACE FOR LIFE suggests that the link between mankind and nature should be reconsidered; that a new way of life should be adopted.

SPACE FOR LIFE is a movement to get closer to nature; it is a participative, creative and innovative movement.

At a time when our planet faces many issues, especially those related to the loss in biodiversity, and when the pertinence of our modern way of life is questioned, SPACE FOR LIFE, whose source is in the center of unique pluralistic institutions with a reputation and credibility recognized locally as well as internationally, has a fundamental role to play.

SPACE FOR LIFE welcomes 1.7 million visitors yearly of which 650 000 kids. 40% of these visitors are tourists.

SPACE FOR LIFE's objective is to create the biggest museum complex of natural sciences worldwide, dedicated to mankind and nature.

Therefore, from now until Montreal's 375th anniversary in 2017, SPACE FOR LIFE has committed to carry out ambitious investment plans that will allow the city to act as the standard bearer of a vast worldwide movement in favour of biodiversity which will aim to the invention of new ways of life thus bringing man closer to nature. Spread within prestigious institutions, true jewels of Montreal's heritage, these investments will also allow a considerable increase in the frequentation and in the own-source revenue of SPACE FOR LIFE; 2.4 million visitors should be visiting each year until 2017. That represents an increase of more than 40% in comparison to 2009, when the business plan was launched.

Hence, after the opening of the Biodiversity Centre on the site of the Montreal Botanical Garden in March 2011 as well as that of the Rio Tinto Alcan Planetarium on April 6th, 2013, SPACE FOR LIFE has initiated the realization of three of its major projects: the Insectarium's Metamorphosis, the Renewed Biodôme and the Botanical Garden's Glass Pavilion.

These three great projects must be delivered in 2017, year of Montreal's 375th anniversary. The completion schedules are a major challenge for each of these projects. The project methodology and management will have to be flexible and reactive in both the design phase and the drawings and specifications phase in order to meet this challenge following the schedule determined in this *Manual*.

These three projects, characterized by their uniqueness on both the architectural and design aspect and on the memorable and distinctive experience offered to the visitors, will allow SPACE FOR LIFE to fully play its role by inviting the citizens to reconnect with nature and find new ways of life.

This competition, which includes all three projects, comes in the wake of the commitments taken by the City of Montreal and the partners of the 2007-2017 Action Plan – Montreal, cultural metropolis with the objective of, amongst others, promoting excellence in design and architecture through the generalization of tending competitions and of contributing to the assertion of Montreal as a UNESCO design city. It is within this context that Montreal's Bureau du design supports Montreal's SPACE FOR LIFE management team in the process of development and implementation of this competition.

DEFINITIONS

Architect: Person, member in good standing of his professional

corporation or national association governing the right of practice of architecture, holder of a certified professional

insurance.

Landscape architect: Person with a degree from a landscape architecture school

who has at least five (5) years of professional experience.

Chief architect responsible for the

project:

Architect who is authorized to act, to represent and to sign in the name of the architectural firm or of the Competitor and of the Finalist and who meets the requirements of

article 3.1 of the *Manual*. He is the respondent of the *City* for the competition and acts as a coordinator for the

Contract.

Two-stage competition: A competition with a first stage which consists in selecting

a limited number of *Finalists* amongst the *Competitors* who have presented a *First stage submission* and a second stage which consists in choosing a *Winner* amongst the

Finalists who have submitted a Presentation.

Competitor: Multidisciplinary *Team* meeting the admissibility

requirements of the competition and who presents an application in conformity with the *Manual* at the first stage

of the competition. This stage is unpaid.

Professional Adviser: External Architect mandated by the City to prepare and set

up an architectural competition.

External resource: All consultant or specialist whose services have been

retained by the *Competitor* to help him in the preparation of his *First stage submission* and prepare its *Presentation*. He

is part of the *Team*.

Project manager: Architect, member of the OAQ for more than five (5) years,

who is responsible, within the *Contract*, for the technical coordination and for the reconciliation of the estimates, of the schedule, of the drawings and specifications, of the book of specifications and of the addenda for all of the

disciplines involved in the embodiment of the work.

Contract: Convention enumerating all of the professional services

required by the Winner after the competition in order to

implement the project.

Designer: Person who is member of a professional body or of a

Architectural Competition

professional association in interior design. Can also be considered as a designer, for the competition, a person with a degree from a university program that leads to the design or implementation of projects in interior design or a person who has at least five (5) years of experience and whose practice in the field is recognized by peers.

Competition Documents: The documents specified in article 3.4 of the *Manual*.

Team complement:

Documents submitted by a Competitor between the first and second stage of the competition in conformity with

article 3.1.b) of this Manual.

Team: Group composed of many *Firms* or of people participating

> in the competition as a Competitor. A Team may be composed of Firms or people eligible to participate to the competition in accordance to the admission requirements

specified in the Manual, or of both.

Documents, submitted by a Competitor within the first First stage submission:

> stage of a Two-stage competition, that reports its competence, experience, comprehension of the project and vision statement in order to be selected as Finalist.

Finalist: A Competitor who, in a Two-stage competition, is selected

> by the jury, based on his First stage submission, to participate in the final stage of the competition. A Finalist

is paid to prepare his *Presentation*.

Firm: Office of Architects, Engineers, Landscape Architects,

Designers, or all other duly registered.

Engineer who is duly registered as a member of the O/Q Engineer:

and holder of a professional insurance indemnity in good

standing.

Winner: Finalist whose Presentation is designated by the jury as

being the winning one of the competition.

LEED: Leadership and Energy and Environmental Design.

> Certification program by a third party which is an international reference for the design, construction and

operation of sustainable high performance buildings.

Living Building

Certification program of ecological buildings that defines Challenge: the most advanced measures of durability in the built

environment currently possible.

OAQ: « Ordre des architectes du Québec » which is the OF AGE TON EILE MOINTEAL

Architectural Competition

professional corporation of Quebec's architects.

OIQ: « Ordre des ingénieurs du Québec » which is the

professional corporation of Quebec's engineers.

Presentation: At stage 2, all work for each project submitted to the jury

by a Finalist including all the documents required by the

Manual and participation to an interview.

Program: Competition document, in addition to the Manual that

provides the *Competitors* and *Finalists* some information as well as the guidelines and directives necessary to conceive a proposition or a satisfactory and complete *Presentation* in regards to the challenges of the project of

this competition.

Manual: Competition document that describes the purpose of the

architectural competition, its actors, its procedures as well as the requirements for the preparation, presentation, evaluation and uses of the *First stage submission* and

Presentation.

City: The City of Montreal.

CONTRACT MANAGEMENT POLICY

The contract management policy of the City of Montreal (hereafter named « Policy », enclosed in the appendices) applies to this competition with all necessary adaptations.

By filing his candidacy, the *Competitor* declares having taken notice of the Policy, that he understands its terms and its scopes, makes all the affirmations required as though they were duplicated throughout his *First stage submission* and his *Presentation* and takes all commitments stated in paragraph 6 of the Policy.

1. NATURE OF THE COMPETITION

1.1 PURPOSE OF THE COMPETITION

Within the scope of Montreal's 375th anniversary in 2017, SPACE FOR LIFE has committed to the realization of these three major projects:

- · The Insectarium's Metamorphosis;
- The Renewed Biodôme:
- The Botanical Garden's Glass Pavilion.

The implementation of these legacy projects will contribute to position Montreal as the standard bearer of a vast worldwide movement in favour of biodiversity which will aim to the creation of new ways of life; thus bringing man closer to nature.

In order to meet its goals, SPACE FOR LIFE puts forward an approach which consists in offering strong experiences that are emotive and distinctive and that rekindle our relationship with nature.

These three great projects include high standards of quality especially by aiming to obtain, at least for projects A and C, the *LEED* Platinum certification and to get the highest score possible for the *Living Building Challenge* certification. The three projects parameters combine a bold and ecological architecture to a complex and innovative technology in order to produce the visit experience as immersive, sensitive and emotive as it can possibly be through living and evolving buildings.

Given these high quality standards, it is essential that, from the feasibility phase and on, the three concepts be quality ones, well thought in their whole and answering to the architectural design issues and immersive visit experience needed in order to simplify their realization.

The City therefore wishes to launch an architectural competition for each of the three projects:

- Project A: The Insectarium's Metamorphosis:
- Project B: The Renewed Biodôme;
- Project C: The Botanical Garden's Glass Pavilion.

More precisely:

Project A: The Insectarium's Metamorphosis

- Nature of the project: Expand and redevelop the current museum
- Current surface: 2143 m²
- Total projected surface including the current surface: 4385 m²
- Location: Montreal's Botanical Garden

Project B: The Renewed Biodôme

 Nature of the project: Renew the visit experience within the home and exhibition spaces including the ecosystems

Current surface: 34 593 m²
Surface of the project: 10 500 m²
Location: Olympic Park site

Project C: The Botanical Garden's Glass Pavilion

• Nature of the project: Construction of an exhibition building

• Ground surface: 2000 m²

Projected surface of the exhibition building: 1900 m²

• Emplacement : Montreal's Botanical Garden

These three projects are distinctive in their nature, goals and challenges. They are however located within a same place, SPACE FOR LIFE, with a unique mission and vision. Therefore, the creative approach of these three projects will have to be based on this unique purpose and vision described in the preamble.

In order to achieve its objectives, SPACE FOR LIFE chose a competition mode intended for **multidisciplinary teams** and that will be held in **two (2) stages**. The jury will be composed of international experts and architects.

The Insectarium's Metamorphosis

The Insectarium's Metamorphosis project consists in expanding and redeveloping the actual building as well as some outdoor spaces in order to meet the growing demand of Montreal and international visitors. The project will develop new spaces like rooms as insects nests and integrated outdoor public spaces, all of which must be in perfect integration to the surrounding nature through a biophilic* architecture (*integration or evocation of nature from the design and architecture; planted walls and presence of water for example) and must be green in both the transformation of the existing building and the construction of the new spaces.

The sensory experiences and the new encounters with insects aim to reconnect humans to insects. Through architecture, some of these perceptual experiences, by playing with ruptures of scales and perspectives, will help to understand that the smallest is way bigger that we believe.

The main distinctive experiences of this extension are:

- a global multisensory encounter with insects through a new immersive space (aviary) with insects living in freedom;
- some destabilizing physical and perceptual experiences, carried everywhere through ruptures of scales and perspective in the architecture and museography;
- authentic and surprising encounters with one or many insect(s) within individual experience rooms (head-to-head), to tame our emotions and be surprised;

- be destabilized by the « insect timing», in real time, evolutionary time and in natural cycles, through the redeployment of naturalized collections;
- openings, through transparencies or access, to some technical systems to understand the efforts put into the ecological functioning of the building et the processes of supporting live insects;
- participation to creative and fabrication workshops.

The main purpose of the Insectarium's Metamorphosis is having people live sensory experiences and unseen encounters that aim to reconnect humans to insects in order to create an emotive connection necessary to the planet's future, to our future as a human being.

The Renewed Biodôme

In making the visits more immersive, introspective and emotive, in offering other perspectives on the ecosystems, the Renewed Biodôme project will focus on experiences that awaken all the senses

This project covers the interior of the Biodôme, from the ecosystems to the public spaces.

A renewed commitment:

The Renewed Biodôme project proposes to revive the thinking on our link with nature and to stimulate behavioural changes in order to preserve biodiversity.

The Biodôme will therefore be redesigned in such a way as to raise awareness of the efforts taken to reconstitute nature and show how it is ingenious, indispensable and impossible to replace.

Greater emphasis will be put on human beings in both the presentations and speech. For example, the researches to which the Biodôme collaborates will be featured.

More immersion and more living things:

New habitats will bring more plants and animals in order to make the visit even more challenging, contemplative and informative. The body, hearing, smell, touch and sight will be sought by the addition of new elements such as snow and rain.

The ecosystems will be modified, some in depth. For example, we can imagine a polar world offering more proximity with the animals and where the visitors can actually feel the harsh climate.

In the transition zones between the current ecosystems, imagination and technology will both be used to create other landscapes: deserts, underworlds, mountains, caverns...

New perspectives

The project involves the addition of infrastructure to get closer to the arch building. The course will hence be enriched with new perspectives allowing the discovery of life in the sky and underground.

The Botanical Garden's Glass Pavilion

The Botanical Garden's Glass Pavilion project invites its visitors to extend their visit within a bold, innovative and organic architecture in accordance to the biophilic design principles. Inspired by the greenhouses of the Botanical Garden, the exhibition building recalls the will to conceive new forms allowing for richer and more varied aesthetics.

The project will be implemented on a ground of about 1 000 m² in surface, located on the east of the Biodiversity Centre at the Botanical Garden.

The Glass Pavilion, with a multipurpose space, technologically efficient and flexible, will host, in optimal conditions, environmentally responsible, horticultural and corporate events. It will therefore answer a need in hosting in an ideal space international horticultural exhibits (orchids, bonsai, etc.). It will also serve as a significant space to host public or private events for up to 350 people for banquets, offering a terrace linked to the landscapes of the gardens.

This flexible space will offer all services and equipments necessary to holding various activities.

The outdoor space will be considered as an extension of the indoor space where the quality of the landscaping, in harmony with the rose garden, will make it a remarkable place.

Implanted on the sequence and axis of the exhibition greenhouses at the Botanical Garden, next to the public space of the Biodiversity Centre, the Glass Pavilion will become one of the culminating points of all of the exhibition greenhouses of the Botanical Garden.

This implantation favours its visibility and accessibility from the parking lot of the Botanical Garden, from the walk to the rose garden and from all the complex of greenhouses open to visitors.

The *City* minimally requires the *LEED* Platinum certification, but the *«Living Building Challenge»* certification is also aimed for. These are certifications that represent the highest quality standards for green buildings in order to have the Glass Pavilion be a building that benefits from the best energy-efficient technologies.

1.2 OBJECTIVES OF THE COMPETITION

In launching this competition, the *City* is looking for daring architectural designers who will be able to develop a global creative approach bringing human beings closer to nature and based on an immersive and spatial experience.

The global creative approach must respect the mission and vision of SPACE FOR LIFE.

Therefore, this competition is a unique opportunity for a profound multidisciplinary thinking within which the architectural act will emerge.

This exercise is meant to be transparent and its *Manual* favours equality and accessibility for the candidates.

The purpose of this contest is to select three concepts that respect and even exceed SPACE FOR LIFE's expectations in regards to the challenges of each project. At the end of the competition, and subject to obtaining the required authorizations from the competent municipal authorities, the jury will select and recommend a *Winner* for each project and the *City* will award one *Contract* for each project to the selected *Winner*.

The three projects will therefore be subject to separate *Contracts*. These *Contracts* will include the completion of the concept, the preparation of drawings and specifications using an Integrated Design Process (IDP) and on site supervision, all in the respect of the budgets, parameters of the functional and technical program as well as the program of the museum concerned.

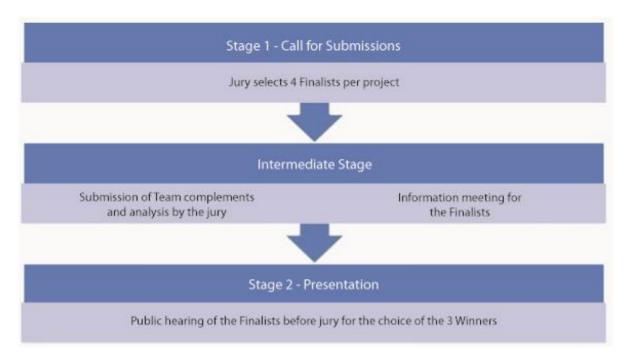
1.3 TYPE OF COMPETITION

The City launches one international competition covering three (3) projects and taking place in two (2) stages.

The competition is intended for multidisciplinary *Teams* composed of *Architects, Engineers* and *External resources*, as described in the admission requirements, article 3.1.

Each Competitor will be able to apply to one (1), two (2) or even three (3) projects at a time, and that, within one single competition process ending on the same date.

The main stages of the competition are as follows:



1.3.1 Stage 1/ Call for Submissions

- All Competitors are invited to register and submit their First stage submission as mentioned in article 6.1. Application to one, two or three projects may be done through one First stage submission. The submission must present a general idea that translates both the vision and the mission of SPACE FOR LIFE while respecting the objectives of the competition specified in article 1.2.
- The jury will select four (4) *First stage submissions* for each project. In order to prepare for the second stage, the *Finalists* will have to attend to a compulsory information meeting with the jury and the *City*.
- The first stage is unpaid; transportation expenses incurred for the compulsory information meeting are the only ones for which *Competitors* from outside of the Province of Quebec will receive compensation, in accordance with article 5.4.

1.3.2 Intermediate Stage/ Team Complement

• In accordance with article 3.1b, integration of *Firms* of *Engineers* and *Architects*, member of the *OIQ* and *OAQ*, to the *Teams* will take place between the first and second stages by means of the *Team complement* and submitted on the date of the compulsory information meeting.

1.3.3 Stage 2/ Presentation

The *Finalists* are invited to develop their idea and prepare their *Presentation* for each project, which consists in a concept/drawing as specified in article 6.3.

The *Finalists* present their work (*Presentation*) to the jury before public. This session will be filmed. At the end of this stage, the jury will select and suggest to the *City* one (1) *Winner* for each project in order to sign the *Contracts* and complete them.

This stage is paid in accordance with the conditions specified in article 5.2.

1.4 NOT APPLICABLE

Not applicable.

1.5 COMPETITION SCHEDULE

The following schedule is bound to the authorized date to which the competition may begin and may be, if required, modified by addenda.

Stage 1/ Call for Submissions	Date		
 announcement of the competition in the medias availability of the Competition documents registration period questions and answers period deadline for transmission of the first stage addenda deadline for First stage submissions jury deliberations announcement to the Finalists that their First stage submission has been selected deadline for submission of Team complements and public announcement of the Finalists compulsory information meeting for Finalists 	 February 3rd or 4th, 2014 February 10th to March 20th, 2014 February 10th to March 20th, 2014 February 10th to March 12th, 2014 March 13th, 2014 March 26th, 2014 April 3rd and 4th, 2014 April 7th, 2014 April 24th, 2014 April 24th, 2014 		
Étape 2/Presentation	Date		
 questions and answers period deadline for submission of the <i>Presentations</i> public hearing of the <i>Finalists</i> and jury deliberations announcement of the <i>Winners</i> 	 April 7th to June 6th, 2014 June 20th, 2014 July 9th, 10th, 11th and 12th, 2014 Within the weeks following the jury's recommendations 		

1.6 BUDGET

The *Presentations* must meet the budget which represents a major challenge with regards to the signature of the *Contracts*.

The construction and museology budgets are specified in Canadian dollars as of January 2014 as follows:

- Insectarium/ 13.27 M (11.89 M for construction costs and 1.38 M for museology costs)
- Biodôme/ 10.95 M (9.45 M for construction costs and 1.5 M for museology costs)
- Glass Pavilion/ 6.97 M for construction costs

Taxes must be added.

The budgets factor in:

- demolition and construction costs;
- interior design/ museology and scenography;
- landscaping;
- technical equipment;
- costs pertaining to sustainable development : 15 to 20%;
- general and administrative expenses: 12 %;
- construction contingency: 6.2% project A and 10% project B and C.

These percentages must be used in the estimate to be produced in the second stage/ Presentation.

The professional fees and the costs for furniture and works of art are excluded from the budget.

All information appearing or mentioned in the *Presentation* at stage 2 must be included in the estimates.

The estimates submitted by the Finalists will be subjected to a professional analysis by the technical committee. Should an overbudgeting enunciated by a *Finalist* be confirmed by the technical committee, the *Finalist* will have to describe and number, annexed to the estimate, some reduction costs approaches in order to allow the jury to analyse the *Presentation* submitted without jeopardising the essence of the concept.

Should an overbudgeting be established by the technical committee that has not been enunciated by the *Finalist*, the jury reserves the right to reject the *Presentation*. The jury may also, at its discretion, ask the *Finalist* to describe and number, annexed to the estimate, some reduction costs approaches in order to allow the jury to analyse the *Presentation* submitted without jeopardising the essence of the concept.

1.7 LINGUISTIC REQUIREMENTS

In conformity to the applicable legislation in the Province of Quebec and to the Charter of Ville de Montréal, all *Competition documents* are prepared in French. An English version will also be made available, but, should interpretations conflict, the French version will prevail.

Furthermore, the *First stage submissions* and *Presentations* must be presented in French as must all oral and written communications related to the professional services provided under execution of the professional services agreement for the realization of the *Presentation* and *Contract*.

1.8 DISCLAIMER AND COMPENSATION IN CASE OF TERMINATION OF THE COMPETITION

Subject to what is explicitly provided in this article 1.8, no legal action can be taken against the *City*, members of the jury, members of the technical committee or the *Professional adviser* for any reason arising from the preparation, presentation, reception, or analysis of the *First Stage submissions*, *Team complements* and *Presentations*. The non-compliance with a provision from the *Manual* will not invalidate the entire selection process and the recommendation of the three *Winners* of the competition.

The *City* may decide not to act upon the competition for one, many, or all of its projects and that, at any stage. For more clarity, and without limiting the generality of what precedes, the *City* reserves right to retain none of the *First stage submissions* or *Presentations* received for a project and not to grant a professional service agreement for the realization of a *Presentation* to the *Finalists* or a *Contract* to the *Winners*.

Every person, by registering for the competition, exempts and holds the *City* as well as every person associated with the competition harmless from any liability, including any loss or damage real or apprehended subject to what follows in case of a premature termination of the competition by the *City*:

- Should the *City* terminate the competition during the execution of the professional services agreement for the preparation of the *Presentation*, it will pay the *Finalists* concerned the costs of the professional services given under this agreement up to the date of their termination on presentation of vouchers.
- Should the *City* not grant the *Contract* to the *Winner* within twelve months following the recommendation of the winning project by the jury, the *City* will pay to the said *Winner* the following lump sum including all applicable taxes:

Project A: \$ 60 000Project B: \$ 60 000Project C: \$ 30 000

These amounts will be the only ones the *City* will pay: no other sum will be paid by the *City*.

2. PARTIES OF THE COMPETITION

2.1 SPACE FOR LIFE

SPACE FOR LIFE is a branch of the City of Montreal which regroups Montreal's Botanical Garden, the Biodôme, the Insectarium and the Rio Tinto Alcan Planetarium, under the direction of a dedicated team.

2.2 RESPONSIBLE REPRESENTATIVE

The person responsible for the competition is Mrs. Pénélope Darcy, Project Controller, SPACE FOR LIFE, City of Montreal.

2.3 PROFESSIONNAL ADVISER

The process related to the competition is managed by the *Professional adviser* whose function is to prepare the official documents related to the competition and to organize its activities according to the *Manual*. The *Professional adviser* is the only interlocutor for all *Competitors* and *Finalists*.

The City has retained the services of Louise Amiot, Architect, MBA, as Professional adviser.

2.4 JURY

2.4.1 Composition

The jury of which the president is designated by the members is composed of ten (10) members at the first stage and of eight (8) members at the second stage.

With the exception of the joint participation of the directors of the Insectarium, Biodôme and Botanical Garden for the first stage, the jury remains the same for all three (3) projects and two (2) stages.

For stage 2, each director will participate only for the project related to the museum institution of which he is the director.

The members of the jury are:

(4) SPACE FOR LIFE representatives for stages 1 and (2) representatives for stage 2

- Charles-Mathieu Brunelle, Director General
- Anne Charpentier, Director of the Insectarium
- Rachel Léger, Director of the Biodôme
- Gilles Vincent, Director of the Botanical Garden

(5) architects (stages 1 and 2)

- William G. Reed, AIAA, *LEED*, Integrative design Collaborative, Arlington
- Jean Beaudoin, Architect, Intégral Jean Beaudoin, Montreal
- Normand Hudon, Architect PA LEED, associate, Co-Architecture, Quebec
- Édouard François, Architect, Maison Édouard François, Paris
- Mario Cucinella, Architect, Bologna

1 expert (stages 1 and 2)

Stephen Kellert, Biophilic Design Expert, Yale University, New Haven

2.4.2 Functions

The jury will evaluate the three (3) projects separately.

The functions of the jury include:

- validation of compliance of the submissions and *Presentations* with the *Program* and *Manual* of the competition;
- selection of the Finalists:
- recommendation of the Winners to the City.

It must examine and judge the *First stage submissions*, *Team complements* and *Presentations* of the competition while taking into account the conformity reports issued by the *Professional adviser*. As for the analysis of the *Presentations*, the jury will also take into account the detailed analysis made by the technical committee.

Should a vote be necessary and votes be equal, the president of the jury has a casting vote.

Should the jury not be able to recommend a *Winner* for a project, it will inform the *City*.

2.4.3 Jury Report

The *Professional adviser* will act as secretary of the jury, with no right to vote.

A jury report, describing the decisive arguments leading to the choice of the jury and the deliberations on the *First stage submissions*, information meeting, *Team complements* and *Presentations*, will be given to the jury members for signature before being transmitted to the *Competitors*, *Finalists*, *Winners*, *City* and *OAQ*.

2.5 TECHNICAL COMMITTEE

2.5.1 Composition

The technical committees are composed of the following people:

Field of expertise	Expert	Projects
Living Building	External expert hired by the City	All three (3) projects
Challenge et LEED		
Programming	The City's Project Manager for each of	All three (3) projects
	the projects concerned	
Mechanics	Jean Bouvrette, Engineer,	All three (3) projects
	SPACE FOR LIFE	
Estimation	External expert hired by the City	All three (3) projects
Urbanism	Representative of the district concerned	All three (3) projects
Museology	Martine Bernier, Museology Project	Projects A and B
	Manager	
Manager of the	Representative of SPACE FOR LIFE	Project C
exposition building		

2.5.2 Functions

The technical committee performs an analysis of the technical aspects of the *Presentations* and reports to the jury with a guidance purpose. It verifies compliance with all elements of the *Program* and validates, amongst others, the estimates submitted by the *Finalists*.

It carries no value judgment and does not substitute to the jury.

The technical committee's analysis includes:

- the concordance between the *Presentations* and the *Program*;
- the mechanical and environmental feasibility of the *Presentations*;
- the potential to meet the budget;
- · the urban regulations.

A report on the *Presentation* of each *Finalist* will be given to the jury and subsequently to the *Finalist*s prior to the jury deliberations. The technical committee's report carries no judgment in value or opinions. The analysis is factual and based on the official *Competition documents*.

The review of the *Presentations* by the technical committee does not absolve the *Finalists* who remain entirely responsible of the concordance with the *Program*, of the mechanical and environmental feasibility of the project and of compliance with the budget and applicable regulations.

2.6 SUBSTITUTES

Given that a member of the jury is unable to sit, the *City* will appoint a substitute whose skills are substantially equivalent to those of the member he substitutes for. In such a case, the substitute member will replace the absent member until the end of the

competition. Should this happen, the *Competitors* or *Finalists* will be given notice as soon as possible of this change through the sending of an addendum.

2.7 OBSERVORS

Some people, duly authorized by the *City*, may attend to the analysis and deliberations of the technical committee and jury though without participating and voting.

2.8 CITIZEN PARTICIPATION

SPACE FOR LIFE is a collective project, a co-creation promoting involvement of citizens and local stakeholders as well as appropriation by these parties, who are involved in the development of the project.

Therefore, in accordance with its values, SPACE FOR LIFE had adopted a Charter of citizen participation that guides citizen appropriation at each stage of its development.

Prior to the competition, each of the three projects has been the subject of citizen participation workshops.

Once the competition launched, the progress in the process will be communicated to the public via SPACE FOR LIFE'S website and the *Presentation* will be made by the *Finalists* before public.

3. ADMISSIBILITY AND REGISTRATION

3.1 AMISSIBILITY REQUIREMENTS - Stage 1/call for submissions

a. Candidacies - Core Team

The *Team* presented by a *Competitor* must include a *Chief architect responsible for the project* and the *Experts* hereafter listed.

• A Chief architect responsible for the project.

The Chief architect responsible for the project must be an Architect who is member in good standing of his professional corporation or national association for more than ten (10) years and has more than ten (10) years of professional experience in the institutional field.

The Chief architect responsible for the project must hold professional indemnity insurance with a minimum coverage of CAN\$ 2 M.

The following Experts:

- an architectural designer, who must be an *Architect*, with at least five (5) years of experience;

- for projects A and B only, a scenic artist with at least five (5) years of experience;
- a LEED and Living Building Challenge Expert,
- a certified estimator with at least five (5) years of experience;
- a Designer,
- for project B, a scientific designer;
- a Landscape architect with at least five (5) years of experience;
- a museologist.

The architectural designer may be the *Chief architect responsible for the project* or any other *Architect*.

Besides the *LEED* and *Living Building Challenge Expert* who may be part of the *Team* of many *Competitors*, members of the *Team* of a *Competitor* may not be part of the *Team* of another *Competitor*, failing which the *First stage submission* of the *Competitors* concerned will be rejected.

The *Experts* listed above and members of the *Team* may be *External resources* of the *Competitor*. However, the *Team* which is presented must be the one that will execute the *Contract*, if any, subject to the other provisions of this *Manual*.

b. Team Complement

Following the selection of *Finalists*, these will have to complete their *Team* in order to be eligible at stage 2. The *Team complement* must be received before 10H00 AM, Quebec time, on the date referred to in article 1.5 and at the address indicated in article 4.3.2. The jury will analyse the *Team complement* of each *Finalist* and will assign an assessment which will be worth 30% of the *Presentation*'s assessment at stage 2.

Here are the members who must be added to the *Competitor's Team* in order to be eligible at stage 2:

- A Firm of architects headquartered in the Province of Quebec (« Architect from Quebec»).; the Project manager must be appointed and must be an Architect registered with the OAQ for more than five (5) years and have more than five (5) years of experience in the institutional field. He must also be accredited LEED Canada. If the Chief architect responsible for the project meets these requirements, he may act as Architect from Quebec as well as Project manager and, should that be the case, the Finalist will not have to submit document no. 6 (article 6.2).
- one or many Firm(s) of Engineers headquartered in the Province of Quebec with LEED Gold achievements to give all engineering services required to implement the projects; the main interlocutor of the Firm for communication with the City on all engineering aspects of the projects must an Engineer associate, member in good standing of the O/Q for more than ten (10) years and the person responsible of the mechanical/electrical components of the projects must be an Engineer with more than five (5) years of experience and accredited LEED Canada and/or Living Building Challenge.

Neither the Architect from Quebec nor the Engineer may be External resources of the Finalist. They will be part of the Contract made with the City for the implementation of the projects, if any. For clarity, the Contract will be made between the City, the Chief architect responsible for the project and the Architect from Quebec, if any, and the Firm(s) of Engineers.

The *Architect* from Quebec and the *Engineer* may not be part of the *Team* of more than one *Finalist*, failing which the *First stage submission* concerned will be rejected.

3.2 TERMS OF EXCLUSION/ CONFLICT OF INTEREST

Is declared **inadmissible** a person who took part in the organisation of this competition or in the preparation of any document of the competition including, amongst others, the *Program*, the *Manual*, the *Finalist*'s professional services agreement and *Contract*, as well as any member of his family or his business associates. These cannot, in any time nor in any way, join in the execution of the *Contract*. The submission of all *Competitors* of which a member of the *Team* is **inadmissible** under this subsection will be rejected.

Is also declared **inadmissible** to submit, a *Competitor* who has a family or business relationship with a member of the technical committee or jury. In the case of a company or a group, is declared **inadmissible** a *Competitor* of whom an associate, an *Architect* who is part of it or a shareholder holding at least 10% of voting shares, has a family or business relationship with a member of the technical committee or jury. Similarly, is declared **inadmissible** a *Finalist* presenting a *Team* of which a member has such relationships.

Is also declared **inadmissible** any employee of the *City* directly or indirectly involved in the competition, any elected representative of the *City*, as well as the immediate family (spouse, father, mother, brother, sisters, children) of any employee of the *City* directly or indirectly involved in the competition, of any elected representative or of any member of the *City*'s political staff as well as any person living with them.

All false or erroneous statement or information provided by a *Competitor* or a *Finalist* may cause the rejection of his submission or *Presentation*.

In case of doubt about the conditions for exclusion of if an anomaly in this regard is found throughout the process, the *Competitors* and *Finalists* must immediately contact the *Professional adviser* in writing, disregarding the scheduled questions and answers periods.

3.3 REGISTRATION PROCESS

Registration to the competition is **compulsory** for submissions to be considered and presented to the jury. The *Competitor* must have read all the *Competition documents* prior to registration. Registration allows *Competitors* to ensure their inclusion in the communication network of the *Professional adviser*.

Registration is done via an online form available at the following address: www.mtlunescodesign/espacepour lavie.com, before the date scheduled in the *Manual* as specified in article 1.5. This form must be transmitted to the *Professional Adviser* either by fax or e-mail.

A confirmation of receipt will be sent by e-mail by the *Professional adviser*. The registration form must be signed by the *Chief architect responsible for the project*.

Only one registration by *Competitor* will be accepted.

Unless the *Competition documents* have been made public on the website mtlunescodesign.com/spaceforlife without restricted access to the *Competitors* or by SPACE FOR LIFE, they are considered confidential during and after the competition. Their contents cannot be disclosed by anyone without the prior written consent of the *City*.

A proof of signing authority is required, duly signed by each member of the *Team*, for the *Chief architect responsible for the project*, including for the signing of form no. 7 of the *Manual*, for the signature of the professional services agreement for the *Presentation* and for all representations, statements, guaranties, cessions, waivers and actions taken by the *Chief architect responsible for the project* in regards to intellectual property. The composition of the *Competitor's Team* may be modified before the deadline registration date; a corrected form must be transmitted to the *Professional adviser* including a new proof of signing authority if applicable.

Neither the City, nor the Professional adviser may be held responsible for registration forms reception delays.

3.4 COMPETITION DOCUMENTS

Competition documents are the following:

Stage 1

- The Manual of the competition for all three projects and its appendices:
 - Project A/ The Insectarium's Metamorphosis
 - Project B/ The Renewed Biodôme
 - Project C/ The Botanical Garden's Glass Pavilion
- The program summary of each project and its appendices
- The addenda issued by the Professional adviser
- The professional services agreement for the Finalists

Stage 2

The *Program* of each project and its appendices:

- 3-D model of the three (3) sites
- technical and functional program of the three (3) projects
- museum program
- plans of the existing three (3) sites
- validated costs estimate for all three (3) projects in Canadian dollars
- relevant technical documentation pursuant to the project
- addenda issued by the Professional adviser
- the answers to the questions
- the professional services Contract made with the Winner for each of the (3) projects

4. COMMUNICATIONS

4.1 ANNOUNCEMENT OF THE COMPETITION

The call for submissions is published at the following address: mtlunescodesign.com/spaceforlife, on SPACE FOR LIFE's website and on SEAO (electronic tendering system of the Province of Quebec). The announcement of the competition will also be published internationally on different specialized websites.

Competition documents pertaining to stage 1 will be available only online at the following address: mtlunescodesign.com/spaceforlife.

4.2 COMMUNICATION RULES

4.2.1 Questions/Answers

All communications can only be made through the *Professional adviser*. Any question or request for clarification from a *Competitor* or *Finalist* about the competition must be forwarded directly and only to the *Professional adviser* by e-mail or at the address indicated in article 4.3 within the scheduled questions and answers period. Any other communication will be ignored and may cause immediate disqualification of the *Competitor* or *Finalist* in default.

Following registration, the *Professional adviser* will communicate his answers to the *Competitor* by e-mail only and to only one address by *Competitor*, the one he provided during registration. The *Competitors* are required to verify that this e-mail address works correctly at all times. The *City* may not be held responsible of inconveniences caused by technical problems relative to electronic communications.

Should a question need clarification or a change in the *Competition documents*, an addendum will be issued by the *Professional adviser* to the *Competitors* and published on the competition's website.

A list of the questions and answers given to the *Competitors* and *Finalists* will be provided to the members of the jury.

4.2.2 Addenda

The *City* reserves the right to make modifications to this architectural competition by addenda. The dates scheduled in the *Manual* may be revised, at the latest, ten (10) working days before the deadline dates. These modifications made by addenda become part of the *Competition documents*. At stage 1, the addenda are published at the address mtlunescodesign.com/spaceforlife, and transmitted to the registered *Competitors*. At stage 2, the addenda are transmitted by e-mail to the *Finalists*.

The *City* will not be held responsible of the reception of the addenda.

The Competitor must send back to the Professional adviser the acknowledgement of receipt issued with the addendum.

4.2.3 Announcement of the Three Winners

The announcement of the three *Winners* will be released through a written statement and transmitted simultaneously on SPACE FOR LIFE'S at the following address: mtlunescodesign.com/spaceforlife, and to the *Finalists*, on the date specified on the schedule.

4.2.4 Confidentiality

The *Finalists* must consider as being strictly confidential this competition's file and must not, without prior written consent, communicate or disclose to third parties, private or public, partial or global information provided by the *City* within the context of this competition, nor information on their *Presentation*.

The *Presentations* cannot be published before the official announcement of the *Winners* by the *City*.

4.3 COMMUNICATION AND SUBMISSION ADDRESS

4.3.1 Communications

All communications must be sent to the *Professional adviser* by e-mail to the following address: administration@amiotbergeron.com.

4.3.2 Submission

Address for Submissions and Presentations

Complete documents (original and copies) of all *First stage submissions*, *Team complements* and *Presentations* of *Competitors* or *Finalists* must be received **before 10H00 AM**, Quebec time, on the scheduled date specified in article 1.5 at the following address:

SPACE FOR LIFE – City of Montreal
4101, Sherbrooke East, Montreal, H1X 2B2
Pavillon d'accueil
Office of Carole Etesonne
To the attention of:
Louise Amiot, architect, MBA
Professional adviser
Architectural competition/ SPACE FOR LIFE

The *City* will not be held responsible of an error in the destination or of a time out in the submission by the *Competitor*, the *Finalist* or a third party. It will neither be held responsible of a breakage, damage or deterioration of documents submitted by a *Competitor* or *Finalist* while it is in possession of the *City*.

4.4 SITE VISITS – COMPULSORY INFORMATION MEETING

Access to the sites being free, there will be no official visit of the sites for stage 1.

However, a **compulsory** collective meeting with the *Finalists*, jury members and SPACE FOR LIFE representatives will be held on April 24th and 25th, 2014 after reception of the *Team complements*.

This meeting will bring together all *Finalists* from each project and will include a visit of the sites and an information workshop. Each *Team* must be represented by a maximum of four (4) people, members of the *Team*.

The sites and *Programs* will be presented, followed by a question period.

The *Finalists* will receive prior notice of the time and location of the compulsory meeting for the projects that concern them.

The *Professional adviser* will compile the questions and answers in a report signed by the jury and transmitted to the *Finalists* at the beginning of stage 2.

4.5 OPENING OF THE SUBMISSIONS AND PRESENTATIONS

The opening of the *First stage submissions*, *Team complements* and *Presentations* will be made by the *Professional adviser*, in the presence of SPACE FOR LIFE's Project controller or of his authorized representative.

5. REMUNERATION

5.1 STAGE 1/ Call for Submissions

No professional fees or compensation are paid at this stage of the competition.

5.2 STAGE 2/ Presentation

Each *Finalist* having submitted a *Presentation* declared compliant with the *Manual* will receive for the realization of his *Presentation*, under condition of having previously signed the professional services agreement (Appendix 1), the lump sum hereafter indicated upon reception of an invoice for this purpose.

When signing the professional services agreement for the realization of his *Presentation*, each *Finalist* agrees to comply with the terms and conditions of the *Contract* for the implementation of the project should his *Presentation* be retained by the *City*.

For the *Winners*, this amount will be deducted from the professional fees prescribed for the implementation of the project as laid down in the *Contract*.

The following professional fees, in Canadian dollars, will be paid to each *Finalist*, in the form of a lump sum. Taxes will be added.

Project A	Multidisciplinary Team	\$ 78 000
Project B	Multidisciplinary Team	\$ 78 000
Project C	Multidisciplinary Team	\$ 41 000

Except as provided in article 5.4 of the *Manual*, no other amount will be paid to the *Finalist* for the realization of his *Presentation*.

5.3 PROFESSIONAL FEES FOR THE IMPLEMENTATION OF THE PROJECT

At the second stage of the competition, during the compulsory information meeting, the *Professional adviser* will hand over a copy of the *Contract* for the *Winner* to the *Finalists*. The professional fees for the remainder of the mandate will be established:

- for Architects, as stated in the document « Tarif d'honoraires pour services professionnels fournis au gouvernement du Québec par des architectes »;
- for *Engineers*, as stated in the document « Tarif d'honoraires pour services professionnels fournis au gouvernement du Québec par des ingénieurs »;
- for services provided by other members of the Winner's Team, by hourly rate, by flat rate or by a percentage method.

Each *Winner* agrees to sign and comply with the terms and conditions of the *Contract* for professional services to implement the project. This *Contract* is part of the *Competition documents*.

5.4 ALLOWABLE EXPENSES

There are no expenses eligible for reimbursement during stage 1.

Only travel costs, including living expenses for participation to the compulsory information meeting, will be paid. A maximal amount of \$ 1 000 plus taxes per *Team* will be paid to the *Finalist* headquartered outside the Province of Quebec, upon presentation of vouchers. For the final *Presentation* before the jury, during stage 2, an additional maximal amount of \$ 1 000 plus taxes per *Team* will be paid to the *Finalist* headquartered outside the Province of Quebec, upon presentation of vouchers.

These amounts will be paid in addition to the lump sums specified in article 5.2.

5.5 TAXES

The *City* is subject to the application of taxes. However, costs estimates must not include taxes.

In the Province of Quebec, taxes are applicable on professional fees and construction and museology costs:

• Federal: 5 %

Provincial: 9,975 %

6. PRESENTATION

6.1 STAGE 1/ First Stage Submissions

6.1.1 Object

The evaluation of the quality and experience of the *Team* aims to ensure that the three (3) winning projects will be managed and implemented in accordance to the purposes of the competition as specified in article 1.2, to the schedule, to the budget and to the technical constraints of the site; it will allow to evaluate the creative potential, the ability to innovate and the expertise in sustainable development.

6.1.2 Presentation

Each First stage submission must include:

• A document of twenty-eight (28) pages maximum, including a maximum of ten (10) pages in appendices, recto verso, plus the title page and two (2) covers.

Document of US Letter (8-½" x 11") or A4 (201 x 297 mm) format, **coil spine bound** on the vertical left side including appendices, of which one original is **not coil spine bound** and three (3) copies; it must observe the sequence and the numbering of the elements requested in the *First stage submission* and the maximal number of pages specified.

- The document must be printed in black on white paper; the use of color is allowed for the cover page, pictures of projects: only pictures and extracts from plans are authorized.
- One A1 format plate for one project or A0 format plate for two or three projects is requested illustrating the creative process, the whole idea and its translation into the chosen project; of free expression and in color, mounted on a rigid support of 6 mm.
- The whole of the First stage submission must be digitized, in PDF format, on a CD-ROM.

Appendices are allowed only for the curriculum vitae (one page per key member of the *Team*), for a maximum of ten (10) pages in Letter US (8½" x 11") or A4 (210 x 297 mm) format, printed in black on white paper: color pictures of projects realized by this member are authorized.

The *First stage submission* and its copies must be presented and placed into an envelope identified with the *Competitor*'s name, **including a copy of the registration form and its confirmation of receipt**, the pertaining **proof of signing authority**, the **addenda** issued, signed by the *Chief architect responsible for the project*. The envelope must be addressed to the *Professional adviser*.

6.1.3 Documents

The qualifying documents listed hereafter in articles 6.1.4 to 6.1.8 are required in the *First stage submission*.

6.1.4 Document no. 1

Description of the Team/ Assessment Criteria A (article 7)

- Identify the company or companies or the Firm(s) component of the Team.
- Describe each entity of the *Team* including the *External resources*.
- Describe the general experience of the *Team*.
- Identify the publications and awards.

Identification of the Team

Indicate the contact information of the *Chief architect responsible for the project*'s office and where all communications will take place.

Identify the name and identification of the Chief architect responsible for the project.

Identify each entity of the *Team* and the name of the person responsible for each.

Description of each entity component of the *Team*

Describe each entity component of the *Team*, its historical background, its associates, its professional and technical staff with specifications on their field of expertise.

The *LEED* and *Living Building Challenge* expert must minimally have *LEED* Gold realizations. He must specify if these realizations are certified and their level of certification.

Three (3) pages maximum.

6.1.5 **Document no. 2**

Project portfolio/ Assessment Criteria B (article 7)

The *Competitor* must submit a portfolio of five (5) projects of which four (4) have been implemented and realized within the last ten (10) years and of which two (2) have been certified *LEED* Gold, or in the process of certification, or *Living Building Challenge*, or in the process of certification, or have received equivalent national certification of the location where the project has been implemented. In the latter case, the *Competitor* must prove that it is an equivalent certification to the *LEED*. The *Competitor* must demonstrate that the five (5) projects are particularly significant, meaningful and relevant in regards with the purposes of the competition and show his innovative capacity.

If the *Competitor* was not responsible for all of the professional services provided on the projects mentioned, indicate precisely the name of the other companies or *Firms* involved, the percentage of their participation and their role.

Provide the following information for each project: the name of the owner, the name of the architect acting as *Project manager*, the budget and the actual cost of construction undiscounted in Canadian dollars, the year of completion, the program summary and the *LEED* certification or equivalent, if appropriate.

The projects may be presented first by the use of color pictures or extracts from plans and secondly with a narrative of the conceptual scheme. The following elements must however be included in this text: the constraints of the program and site and the solutions provided by the suggested concept while stating the relevance to the objectives sought.

One (1) page per project for a total of five (5) pages maximum.

6.1.6 Document no. 3

Organization of the *Team* and methodology/ Assessment Criteria C (article 7)

Describes how the *Team* plans to organize its work and the proposed methodology depending on the choice of projects to develop at stage 2 of the competition.

Should a *Competitor* submit for more than one project, he must present a different *Project manager* for each project and show that he has sufficient resources to implement them simultaneously.

The *Competitor* must demonstrate his capacity to:

- coordinate a multidisciplinary *Team*;
- coordinate an interprofessional Team within an Integrated Design Process (IPD);
- develop and use tools for project management allowing to meet tight deadlines such as those scheduled for each of the projects while respecting the Integrated Design Process (IDP);
- develop and use project management tools taking into account a simultaneous realization of the projects chosen at stage 2;
- supervize sites taking into account a simultaneous realization of the projects chosen at stage 2.

Present an organization chart of the *Team* including the names of each resource person used for each stage of implementation (preliminary, construction documents, site supervision).

Indicate the key staff: the *Chief architect responsible for the project*, the scenic artist, *the Landscape Architect*, the *Designer*, the architectural designer, the *LEED* and *Living Building Challenge* experts, and other experts and years of experience. For the Biodôme, a scientific designer (ex. a biologist or ethnologist) is required.

Considering the very tight schedules for the implementation of these three (3) projects, *Competitors* must prove the availability of their *Team* members throughout the project until delivery.

Three (3) pages maximum.

6.1.7 Document no. 4

Experience of the Team members/ Assessment Criteria A (article 7)

Describe the *Chief architect responsible for the project*, the architectural designer, the *LEED* and *Living Building Challenge* experts, the scenic artist, the *Landscape Architect*, the *Designer*, and all other *Team* member who is assigned to the project, providing for each of them:

- the name:
- the university education;
- the name of the company to which he belongs;

- the number of years of experience, the activities performed throughout these years and the projects associated with these activities;
- the role each of these people will play in the *Team*;
- identification of the projects for which they have played a similar role.

Enumerate the reserve and succession technical staff.

The curriculum vitae of each key member must be included and presented in appendix of the submission.

Four (4) pages maximum.

6.1.8 Document no. 5

Vision/ Assessment Criteria D (article 7)

a) Text/ Overall Idea

Within the context of a global creative approach bringing human closer to nature and focusing on an immersive and spatial experience, describe in an accessible and clear vocabulary:

- the creative process that leads to the overall idea;
- the overall idea stated for the project(s), according to your choice;
- how the overall idea is « avant-garde » on the museum plan and will contribute to consolidate the vision of SPACE FOR LIFE to make it a unique place in the world.

Three (3) pages maximum.

b) Free Expression Plate

The plate that accompanies this text will serve to graphically illustrate the creative process of the overall idea and the overall idea arising from the mission and vision of SPACE FOR LIFE stated for the project(s) on which the *Competitor* has decided to submit.

A0 format plate to illustrate more than two (2) projects and A1 format for one (1) project.

6.2 Team Complement

In order to participate at stage 2 of the competition, the *Team* selected as *Finalist* will have to complete its *Team* as specified in article 1.3.2. To allow the jury to access these additions to the *Team*, the *Competitors* must submit documents no. 6 and 7 which will constitute the *Team complement*.

The high demands in terms of sustainable development and the technical constraints impose the participation of a *Firm* of *Engineers* at stage 2 of the competition and for the implementation of the project(s) of the *Winner*.

The *Team complement* must be provided on the date and place specified in article 4.3.2 of this Manual.

Document no. 6/ Architect

Describe the *Firm*(s) of *Architects*, member of the *OAQ*, enrolled into the *Team* and the *Project manager* in accordance with the requirements described in articles 6.1.4, 6.1.5, 6.1.6 and 6.1.7.

Fifteen (15) pages maximum.

Document no. 7/ Engineer

Describe the *Firm*(s) of *Engineers*, member of the *OIQ*, enrolled into the *Team* in accordance with the requirements described in articles 6.1.4, 6.1.5, 6.1.6 and 6.1.7.

Fifteen (15) pages maximum.

The curriculum vitae will be presented in appendices for a total of ten (10) pages maximum.

The *Project manager* will be the main interlocutor of the *City* during the fulfillment of the mandate, in the design phase as well as the implementation and site supervising phase. He will have to attend to all meetings, including the site meetings.

6.3 ÉTAPE 2/ Presentation

The *Presentation* for each project must be composed of the following items only:

6.3.1 Design Narrative

- The design approach and the formal resolution: a first text of four (4) pages, describing the presentation of the distinctive points of the concept and of the architectural scheme, of the scenic scheme, of the advocated functional solution including the description of the atmospheres and visitor experiences in accordance with the objectives of the project.
- <u>A sustainable architecture:</u> a second text of three (3) pages on the advocated sustainable development strategies, of which the mechanical design and the development potential of the architectural design in order to achieve a *LEED* Platinum certification, reach the highest score possible for the *Living Building Challenge* certification, and meet the architectural and biophilic design criteria.

Each *Finalist* must submit three (3) copies and an original of these texts that must be assembled and presented in a distinct envelope identified « Texte » with the name of the *Finalist*. The identification of the *Finalist* also appears at the bottom of each numbered page of the text, in a 12 mm strip.

6.3.2 Two (2) plates per project

Plate no. 1

This plate serves to illustrate the broad guidelines of the spatial and volumetric design, the integration modes to the existing and those guiding the inside and outside planning.

This plate consists exclusively of:

- drawing illustrating the evolution of the overall idea and its spatial translation (projects A, B and C).
- one (1) comprehensive plan including the existing, the expansion and landscaping (projects A and C), scale: 1:500
- one (1) exterior perspective of the entrance (projects A, B and C)
- one (1) interior perspective of the entrance hall (projects A, B and C)
- two (2) views of the 3D model of the exterior volumes (projects A and C)

Plate no. 2

This plate serves to illustrate the functional and experiential proposal; it consists exclusively of:

- blocking plans of the different levels, scale: 1:250 (projects A, B and C) and two (2) consolidated schematic section drawing expressing verticality, scale: 1:200 (project B)
- one (1) drawing of the circulation and visit in plan expressing the strengths: scale: 1:250 (projects A, B and C)
- drawings showing the design and the integration of Living Building, architectural and Biophilic design elements selected, scale: none
- one (1) drawing (or picture from the video) of the experiential mode showing the reconciliation of man and nature within the immersive visiting areas (projects A, B and C)
- one (1) drawing (or picture from the video) illustrating the potential of the accommodations and its flexibility (project C)

The two (2) plates must be in A0 format (850 mm x 1195 mm) presented horizontally and mounted on a rigid support of 6 mm.

A strip of 5 cm at the bottom of each plate is reserved for the identification of the *Finalist* and the titles of the drawings.

The contents of the plates may be in color.

Each *Finalist* must submit three (3) copies in color of the plates, in 11" x 17" (279 mm x 432 mm) format, for the technical committee and jury. These copies must be placed into an envelope identified « Copies ».

These plates must be wrapped so as to protect them during transport; the package must be identified with the name of the *Finalist* and addressed to the *Professional adviser*, use the identification form provided in Appendix 1.

The envelopes « Texte », « Copies » and « Cédérom » must be accessible without damaging the packaging of the plates.

6.3.3 Additional Documents

a) Cost Estimate

In order to ensure that the project proposed by the *Finalist* meets the construction and museology budgets established by the *City*, each *Finalist* must submit, in three (3) copies, a costs estimate based on the Uniformat Format, level II, last version. This "class C" estimate (15% margin of error) is accompanied with a brief description of the materials, systems (including structure) and coverings (exterior walls, roof) in order to validate the realism of the budget of the *Presentation* (text of three (3) pages maximum).

Each *Finalist* must include in his cost estimate, an estimate of the museology costs in accordance with the rules of the ICOM, International Council of Museums, pertaining to the following items amongst others:

- material and finish;
- impression;
- audiovisual, computing and electronics;
- electricity and lighting.

The costs estimates must reflect the cost of January 2014 identifying price trends following the evolution of the construction index for institutional buildings in the Province of Quebec.

These documents must be assembled and included in the envelope « Texte ».

Provide a letter of commitment (supplied in Appendix 7) on compliance with the budget described in the *Manual* for both the *Presentation* of the competition and the fulfillment of the professional services agreement.

b) Summary of Surface Areas

Each Finalist must submit, in three (3) copies, in the format of his choice, a clear summary of the surface areas, floor by floor, providing both the net surface area and the gross surface area. The latter is to be measured to the outer surface of the exterior walls. The total surface areas of all floors must also be provided in addition to the exterior wall area per type of wall systems. This form must be assembled and included with the other documents in envelope « Texte ».

c) 3D Model

Provide a 3D model of volume, without any texture or detail of facade, for the jury to visualize the project.

Integrate the existing building in the case of the Insectarium and the existing wall in the case of the Glass Pavilion.

d) Video (three projects)

Provide a video, with no music, of two (2) minutes presenting a visit segment, illustrating the interior accommodations and the moods and atmospheres created by the design. This video must be in HD 720p format.

The video may be conceived in complement to the presentation text, which may be included in the soundtrack.

The video must be included in the envelope « Cédérom ».

e) Addendum

The *Finalist* must include all the addenda issued during the second stage of the competition. Each copy must be duly signed by the *Chief architect responsible for the project* and placed in the envelope « Texte ».

f) CD-ROM

Each *Finalist* must provide a CD-ROM including all the documents component of the *Presentation*. Drawings and plans must be in AutoCAD format, 2010 version for Windows 95 and over. All of the texts and files required must be provided in PDF format and formatted for 11" x 17" (279 mm x 432 mm) or $8\frac{1}{2}$ " x 11" (216 mm x 279 mm), as is the case.

To be inserted in the envelope «CÉDÉROM».

6.3.4 Additional information

With the sole request of the president of the jury, through the *Professional adviser*, the *Finalists* must, in writing and within the time limit, provide any information or document that may be required for the jury's analysis. However, the information or documents provided must not alter the qualitative aspect or the presenting of the *Presentation* nor add new items that have not been addressed in the *Presentation*.

6.3.5 Oral Presentation before Jury

The oral presentation of each *Finalist* before the jury is an integral part of their *Presentation*. It will be held before public and filmed.

The order of the *Presentations* will be drawn and transmitted to the *Finalists* one week before the interview.

Each *Finalist* will have a period of thirty (30) minutes per project to present his project, which will be followed by a question period of thirty (30) minutes interacting with the jury.

A *Finalist* must be represented by a maximum of three (3) people who must be the *Project manager* of the *Team*, the architectural designer and the *Engineer* in mechanics PA *LEED*. The absence of one of these persons on the scheduled date and time for the oral presentation of a *Finalist* may result in the rejection of his *Presentation*.

The Presentation must cover all assessment criteria issued under section 7 of the Manual.

The *Presentation* must be performed in French and may be done on PowerPoint.

The documents described in section 6 of the Manual are the only ones allowed.

7. EVALUATION

7.1 ASSESSMENT CRITERIA

7.1.1 Stage 1/Call for Submission

The assessment of the First stage submissions will focus on the following general criteria:

•	Criteria A: composition and description of the <i>Team</i>	15 %
•	Criteria B : project portfolio of the <i>Team</i>	25 %
•	Criteria C: methodology and organization of the Team	20 %
•	Criteria D : vision	40 %

- o relevance of the creative process
- o quality and consistency with the mission and vision of SPACE FOR LIFE
- o feasibility of implementation of the overall idea on project level

Total/percentage: 100 %

7.1.2 Team Complement

Following the selection of the *Finalists* by the jury, the *Finalists* must complete their *Team* as specified in article 6.1.9.

The assessment criteria are:

- description of the Architect from Quebec, Project manager and Engineers;
- project portfolio;
- professional experience pertinent to the objectives of the competition:
- LEED Gold experience for the Engineer in mechanics;
- integration to the organization chart of the *Team*.

The assessment obtained will count for 30 % of the overall mark for stage 2.

7.1.3 Stage 2/Presentation

The assessment of the *Presentations* of the *Finalists* will focus on the following criteria for 70% of the overall mark.

a) General criteria for the three (3) projects:

- Quality of the integration of the biophilic approach in the architecture and interior design
- Compliance with the Programs
- · Consistency of circulations and clarity of the functional party
- Potential of the *Presentation* to meet the budget

- Quality of the integration of mechanics to the architectural and structural assembly
- Consistency of the *Presentation* in regard with the *LEED* Platinum certification and potential to achieve a *Living Building Challenge* certification

b) Criteria/ Project A: The Insectarium's Metamorphosis

- Quality of the visiting tours in connection with the offered experiences as well as the transparency of the processes of the building and of the living support
- Innovation potential on the scenographic and museum aspects
- Sensitivity of the integration of the extension of the existing, in regard to interior fluidity, volumetry and porosity
- Identity potential

Criteria/ Project B: The Renewed Biodôme

- Quality of the visiting tours in connection with the offered experiences
- Innovation potential on the scenographic and museum aspects
- Quality of exploitation of the existing structure
- · Integration of the existing

Criteria/ Project C: The Botanical Garden's Glass Pavilion

- Pertinence of the volumetric and structural choices and their coherence with regards to its vocation and environment
- Identity strength
- Quality of the volumetric integration to the existing
- Occupancy, manoeuvrability, versatility and flexibility
- Quality of treatment of the notions of fluidity and transparency through the architecture, that is the dialogue between the interior and the exterior

The criteria mentioned above may be refined. Should that be the case, the revised list of criteria will be transmitted to the *Finalists* before the beginning of stage 2 of the competition.

7.2 EVALUATION MODE

7.2.1 Stage 1/Call for Submissions

When opening the *First stage submissions*, the *Professional adviser* and a SPACE FOR LIFE representative verify the documents submitted in regards with the requirements of the *Manual* and the information to be provided as specified in article 6.1 as well as the registration form. A compliance report is written.

The *First stage submissions* in accordance with the *Manual* will be submitted to the jury for assessment.

The *First stage submissions* will be assessed based on the assessment criteria specified in article 7.1.1.

The jury recommends four (4) *Finalists* per project for stage 2 of the competition. A summary of the deliberations will be recorded in a jury report.

7.2.2 Team Complement

Between the selection of the *Finalists* and the beginning of stage 2, these must submit a *Team complement* in order to complete their *Team* as specified in articles 1.3.2, 3.1 b, 6.2 and 7.1.2.

The *Professional adviser* and a SPACE FOR LIFE representative verify the documents submitted in regards with the requirements of the *Manual* and the information to be provided and a compliance report is written. The *Team complements* will be submitted to the jury for assessment. The assessment results will be recorded in the jury report to be prepared at the end of stage 2.

7.2.3 Stage 2/ Presentation

When opening the *Presentations*, the *Professional adviser* and a SPACE FOR LIFE representative verify the documents submitted in regards with the requirements of the *Manual* and the information to be provided as specified in article 6.2 and a compliance report is written.

Once the *Presentations* have been deemed admissible, the *Professional adviser* will submit the *Presentations* to a technical committee for analysis.

Results of the analysis of the technical committee will be compiled in a report.

The section of the report that concerns each *Finalist* will be transmitted to him before the public presentation before jury.

After all these verifications and analyzes, the *Presentations* deemed admissible will be presented to the jury along with the compliance report and the report of the technical committee.

The *Presentations* will be assessed based on the criteria specified in article 7.1.3.

The evaluation process will be generally conducted according to the following procedure:

- the jury receives the compliance report and the report of the technical committee;
- the jury reads the Presentations;
- the jury proceeds to the public hearing of each *Finalist*,
- after deliberations, the jury recommends the Winner to the City.

Should a vote be necessary and votes be equal, the president of the jury has a casting vote.

The jury reserves the right to award mentions.

Should the jury not be able to recommend a Winner for a project, it will inform the City.

A summary of the deliberations will be recorded in a jury report.

7.3 EXCLUSIONS AND REJECTIONS

Any document submitted in addition to those required under the *Manual* will be removed from the *First stage submission*, *Team complement* and *Presentation* before assessment by the jury.

Exceeding the number of pages required will cause these pages to be rejected.

7.3.1 Stage 1/ Call for Submissions

Under articles 3.1 and 3.2, is rejected:

- the First stage submission of a Competitor unregistered with the Professional Adviser,
- the *First stage submission* or *Team complement* received and submitted after the date and time for submission specified in the *Manual* or addendum, if applicable;
- the First stage submission or Team complement that has not been signed by the Chief architect responsible for the project duly authorized;
- the *First stage submission* that does not contain all proofs of signature authority (ref. article 8.3 of the *Manual*);
- the First stage submission or Team complement that is incomplete or not compliant with the Manual.

7.3.2 Stage 2/ Presentation

Under article 3.2, is rejected:

- the Presentation of a Competitor that has not been selected in stage 1;
- the *Presentation* received and submitted after the date and time for submission specified in the *Manual*;
- the *Presentation* that is incomplete or not compliant with the *Manual*:
- the *Presentation* of a *Finalist* who has not attended the information meeting or the public hearing of the *Presentation*.

7.3.3 Period to Remedy Some Defects

However, in the following situations, the *City* may ask the *Competitor* or *Finalist* to remedy the defect within forty-eight (48) hours from the dispatch of such a demand by the *Professional adviser*.

- a) a document required in article 6 of the *Manual* is missing;
- b) the signature of the *Chief architect responsible for the project* is missing on the forms of the competition that require it;
- c) the proof(s) of signing authority are missing as specified in article 8.3 of the Manual.

Should the *Competitor* or *Finalist* not remedy to the defect within the time limit, his *First stage submission*, *Team complement* or *Presentation*, as appropriate, is rejected. These corrections may not alter the qualitative aspect of the *First stage submission*, *Team complement* or *Presentation*.

7.4 DECISION OF THE JURY

7.4.1 Stage 1/ Call for Submissions

At the end of stage 1, the *Professional Adviser* will inform, individually and in writing, the *Finalists* selected by the jury.

The announcement of the *Finalists* will be posted on the website of SPACE FOR LIFE and to the address mtlunescodesign.com/spaceforlife after the *Team complements* have been submitted.

A press release will be issued by the City.

7.4.2 Stage 2/ Presentation

At the end of stage 2, the *Professional adviser* will disclose to the *Finalists*, individually and in writing, the name of the *Winners* selected by the jury.

A press conference will be organized and a press release will be issued by the *City* to announce the *Winners* of the competition.

8. OBLIGATIONS OF THE COMPETITORS

8.1 CONSENT

Any natural or legal person who presents a submission or is part of the *Team* of a *Competitor* consents, therefore, that the following information may be disclosed:

- his name, should his submission or *Presentation* be selected or not:
- should his submission or *Presentation* be deemed non-compliant, his name, with mention of the non-compliancy judgment and the specific non-compliant elements;
- the assessments by the jury of the submissions or *Presentation*.

The *City* may provide access to such information as it deems appropriate, after the *Team complements* have been submitted.

8.2 EXAMINATION OF THE DOCUMENTS

Each Competitor and Finalist must ensure that he has received all documents relative to the call for submissions and Presentations specified in the Manual and on the list of transmitted documents. Unless otherwise stated on his part before the opening of the submissions and Presentations, it is assumed that the Competitor and Finalist have received all the documents.

Each Competitor and Finalist must carefully consider these documents, and it is his responsibility to get information on the purpose and requirements of the competition.

By sending and submitting a submission and *Presentation*, the *Competitor* and the *Finalist* acknowledges having read all the requirements of the *Manual* of the architectural competition and accepts all of its terms, charges and conditions.

8.3 SIGNATURES

Stage 1/ Call for Submissions

A proof of signing authority for all *Competition documents* and authorization to make all necessary representations and statements for the competition must be provided by each *Team* member to the benefit of the *Chief architect responsible for the project* must accompany the submission in one of the following ways:

- a) If the member of the *Team* is a legal person, the authorization must be recorded in a copy of the resolution of this legal person for this purpose.
- b) If the member of the *Team* is a society (under the « Code civil du Québec »), he must provide a letter of proxy or a resolution of the shareholders that authorizes the specified persons to prepare and sign the submissions and all accompanying documents.
- c) If the *Team* is formed of a group, each member of this group must have authorized, in the manner provided above, the person designated to sign for and in the name of the *Competitor* and *Finalist*.

These proofs of signing authority must be annexed to the registration form at stage 1.

8.4 WITHDRAWAL OF AN OFFER

A *Competitor* or *Finalist* may withdraw his submission or *Presentation* in person or by a registered letter at any time before the date and time scheduled for their reception without this affecting his right to submit a new one within the prescribed period.

9. FOLLOWING THE COMPETITION

9.1 PROFESSIONAL SERVICES CONTRACT

Following the recommendation of the three *Winners* by the jury, the *City* plans to implement the projects. Subject to the required authorizations, a professional services *Contract* will be signed with the concerned *Winners* for each project. The *Winners* must provide all the professional services required for the implementation of the projects. For clarity, no other call for submissions will be launched to complete the winning *Teams*. Services covered will include:

- · the analysis of the jury's recommendations;
- the completion of the conceptual drawing and preliminaries by IDP;
- · the progressive estimation of costs;
- the preparation of the drawings and specifications and costs estimate for submission;
- · the site supervision;
- · the basic commissioning;
- any other service required for the implementation of the project.

The *Contract* will also include the services for the coordination of the work of art that will be integrated to the project in respect with the « Politique d'intégration des arts à l'architecture et à l'environnement des bâtiments et des sites gouvernementaux et publics du gouvernement du Québec ».

The City will provide one Contract per project. The parties to the Contract will be:

- the City;
- the *Project manager*, who will be the coordinator for the professional services *Contract* for the implementation of the project;
- the Firm of Architects from Quebec presented in the Team complement, if applicable;
- the Firm(s) of Engineers presented in the Team complement.

For clarity, the *External resources*, member of the *Winner's Team*, will not be party to the *Contract*. However, the co contractors of the *City* to the *Contract* are jointly and severally liable for the execution of all the services that must be given by these *External resources* for the implementation of the projects. The *Winner* who wishes to modify a member of his *Team* during the realization of the *Contract* will have to get prior written authorization of the *City's* representative specified in the *Contract*, subject to the compulsory maintenance within the *Team* of the *Chief architect responsible for the project, Architect* from Quebec, *Project manager* and the *Firm*(s) of *Engineers*.

The maximal amount of professional fees payable for all of the professional services required for the implementation of the projects, including the *External resources* services, will be determined prior to the signature of the *Contract*, depending on the selected project.

This amount will represent about 15% of the project's estimated construction costs, The *Contract* will also include provisions to ensure that the concept proposed by the *Winner* meets the *City*'s budget.

The signature of the contract by the *City*, for the implementation of each project, is the only commitment of the *City* to the three *Winners*.

The completion of the preliminary submission by each *Winner* must take into consideration the IDP, the comments and recommendations of the jury as well as the different stakeholders of the project. The *Winners* must understand that these comments may have an impact on the award-winning concept and agree to revise its elements within the allowed amount of professional fees and expenditures.

Furthermore, at the time of signing the *Contract* for the implementation of a project and at any time during the execution of the *Contract*, the *City* reserves the right to demand a modification of the *Team*'s components if this modification is necessary to comply with the law or for any other reason jeopardizing the implementation of the projects in accordance with the schedule. The *City* may, amongst others, demand the replacement of a member of the *Team* who does not hold the licenses or authorizations required under the law. Should that be the case, the substitute member must have qualifications and experience equivalent to that of the member he substitutes for. All costs and professional fees resulting of or caused by the substitution of a member of the *Team* or the modification of the components of the *Team* to the *City*'s demand will be at the *Winner*'s expense.

9.2 RETURN OF THE PRESENTATIONS

The *Presentations* submitted will be kept by the *City* and it cannot be held responsible of a breakage, damage, deterioration or loss of *Presentations* or documents, no matter its form, transmitted or submitted by a *Finalist* while it is in its possession.

9.3 EXHIBITION

The *City* commits to hold an exhibition of the *Finalists' Presentations* including those of the three (3) *Winners* at the end of the competition. On this occasion, the three (3) *Winners* will be invited to explain their *Presentation* to the public in a conference.

The *City* may also ask the *Winners* to explain their *Presentations* to its elected representatives. The manners and date of these presentations will be specified later.

The *Finalists' Presentations* will be set forth on the web site of SPACE FOR LIFE and at the following address mtlunescodesign.com/spaceforlife.

9.4 SCHEDULE, IMPLEMENTATION MODE AND INTEGRATED DESIGN PROCESS

9.4.1 Schedule and Implementation Mode

Since the implementation of the three (3) projects included in the competition is a legacy for the City of Montreal on the occasion of its 375th anniversary, their delivery and commissioning must meet this major challenge.

The implementation schedules of the three (3) projects are as follows:

Submission of preliminaries	December-January 2015
 Submission of drawings and specifications The Botanical Garden's Glass Pavilion The Renewed Biodôme The Insectarium's Metamorphosis Call for submissions 	July 2015 September 2015 September 2015
The Botanical Garden's Glass Pavilion The Renewed Biodôme The Insectarium's Metamorphosis	April 2015 August2015 August 2015
 Date of completion The Botanical Garden's Glass Pavilion The Renewed Biodôme The Insectarium's Metamorphosis 	May 2017 September 2017 August 2017
 Commissioning The Botanical Garden's Glass Pavilion The Renewed Biodôme The Insectarium's Metamorphosis 	July 2017 November 2017 October 2017

The implementation mode advocated by the *City* provides the award of a contract for construction to one general contractor per project. Some work will be done in phases considering the need to maintain collections and operations.

9.4.2 Integrated Design Process

In order to better achieve the objective of the *City* to implement buildings in accordance with the *Living Building Challenge*, the completion of the designs following the competition will be done using IDP.

Past experiences have shown that this rigorous approach structured around teamwork fosters creativity, innovation and the achievement of better performances in sustainable development.

IDP is a work process structured in charettes (workshops) lead by an expert (facilitator) to which key team members and stakeholders participate, depending on the theme chosen for each charrette, including :

- · the IDP facilitator;
- · the Project manager Architect,
- the main designer;
- the mechanical Engineer,
- the electrical Engineer,
- the structural Engineer,
- the civil Engineer,
- the Landscape Architect;
- · the scenic artist;
- the specialist in energy simulation;
- the museologist;
- the estimator;
- the user;
- the project manager for the City;
- the manager of the public work of art for the City;

all other specialist required.

This process emerges from a holistic vision of the building in which all aspects are interdependent: a decision in one field has repercussion in another. In this process, the building is designed based on its overall life cycle. Consequently, the objective in grouping all these participants around a same design table is to allow the expression of all these interdependent aspects in order to challenge the conventional ideas or ways of doing and, thus, optimize the design choices and promote synergy that may lead to innovation in the solutions.

In this process, the expertise of the professionals of the *Team* will be simultaneously involved.

Moreover, the presence of the client allows a continuous validation of the design choices, firstly, in terms of his needs as a user and, secondly, in terms of his knowledge of maintenance of a building.

Some specialists will be directly involved in the charettes. Others will be consulted to make simulations or get validations between workshops.

A schedule of the IDP will be adjusted depending on the progress of each winning project. The subject of some charettes may only be a follow-up on previous decisions.

The IDP does not allow escaping from authorization or approval requests that are usually required for a project. In particular, instances such as the planning service of the district or of the *City* will have to be consulted.

During this same IDP, for the Biodôme, a phase construction mode aiming to ensure the delivery of the building within the specified time schedule will have to be considered. The choice of such a process would have an impact on the whole conceptual phase and on the preparation of drawings and specifications by the *Team* of professionals.

10. INTELLECTUAL PROPERTY

Any *Finalist* agrees, in submitting his submission and *Presentation*, to reserve in exclusivity his submission and *Presentation* for the benefit of the *City* and not to make or allow whatever adaptation for another project until the *Contract* has been awarded to the *Winner*.

The *Finalists* (other than the *Winner*) retain the intellectual property rights on their submission and *Presentation*, if appropriate, although they agree the *City*, through the simple act of submitting a submission, a non-exclusive license, free of royalties, non-assignable, without any time or territory limits, authorizing the *City* to publicly exhibit them and reproduce them for non-commercial purposes regardless of the medium used, including its web site.

All documents, the submission and *Presentation*, regardless of the medium or support used, produced or realized by the *Winner* of the competition, to whom is awarded a *Contract* for the professional services required to fulfill the mandate, become the complete and exclusive property of the *City* who may use them at its discretion. The *Winner* to whom such a contract is awarded assigns to the *City* all intellectual property rights and, without limiting the generality of the foregoing, the rights on all documents, specifications,

drawings, models realized and produced in this competition, component of his submission and *Presentation* (hereafter the "documents") and renounces in favour of the latter to exercise his moral rights in regard to these documents, being agreed that the *City* may, at its entire discretion, dispose of them as it seems fit. The *Winner* to whom is awarded a *Contract* for the professional services required to fulfill the mandate assigns his intellectual property rights and renounces to exercise his moral rights pursuant to this paragraph by the mere filing of his submission: no document other than this *Manual* will intervene between the parties to this effect and this paragraph shall take effect upon the decision of the *City* to award a *Contract* for professional services for the fulfillment of the *Winner*'s mandate

The *City* commits to specify in all its publications about the present project the name of the *Winner* of the competition and, at its discretion, to write it on a plate fixed on one this building's walls. Upon request, the *City* may grant a non-exclusive and royalty-free license for uses of intellectual property rights to the *Winner*, allowing him to use his submission and *Presentation* for promotional purposes. Should that be the case, the parties will have to enter into a licence agreement for this purpose.

The *Winner* of the competition guarantees to the *City* that he holds all rights allowing him to assign his intellectual property rights and renounce to exercise his moral rights and, in this respect, he takes up the defence of the *City* in any suit, claim or demand arising from this transfer of rights and indemnifies it of all conviction or judgment against it in principal, interests and fees.

APPENDIX 1

PROFESSIONAL SERVICES AGREEMENT

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, Quebec, H2Y 1C6, acting through and represented by Colette Fraser, Deputy Clerk, duly authorized for the purposes hereof under By-law RCE 02-004, article 6 and section 96 of the Cities and Towns Act:

Hereinafter called the "CITY"

AND:

1) CORPORATION:

(NAME OF CORPORATION), a legal person having its principal place of business at (address: street number, street, town or city, province, postal code), acting through and represented by (name of representative), duly authorized for the purposes hereof, as declared by him (her);

(or)

by virtue of a resolution by its Board of Directors dated (enter the date); or

2) FIRM:

(NAME OF FIRM), a firm of (e.g., accountants), a legal person having its principal place of business at (address: street number, street, town or city, province, postal code), acting through and represented by (name of representative), declaring that he/she is a partner and expressly authorized by his/her co-partners to act for the purposes hereof; or

3) INDIVIDUAL:

(NAME OF THE INDIVIDUAL), (profession), having his/her principal place of business at (address: street number, street, town or city, province, postal code);

GST registration number: QST registration number:

Hereinafter called the "ARCHITECT"

WHEREAS the City has launched a competition for the Insectarium Metamorphosis, Biodôme Renewal and Glass Pavilion at the Botanical Garden projects;

WHE for the							accordance and is the					
the m	eaning of	said	Rules;									
WHE			Archited			was	selected	by	the	jury	for	the
THE	PARTIES	AGF	REE AS	FO	LLOWS:							
						TICLE 1						
In this	agreemer	nt, ur	less the	cor	ntext indicat	es other	wise, these	terms	are d	efined	as foll	ows:
1.1	major p	oroje	cts – th	e In		Metamo	_ife archited rphosis, the					
1.2			he Exe represe			of the	Montréal	Spac	e for	Life o	r his	duly
1.3	"Append"	dix 1	": the ;	Co	mpetition	Rules	(Manual)	and	Арр	endice	es d	ated
1.4	"Append	dix 2	": the C	om	petition pro	gram an	d appendic	es da	ited _		;	
1.5					nitect's Pro ompetition		submitted Manual).	on _				_ in
						TICLE 2 BJECT	!					
condit produ	tions of the	is a it an	greemer d prese	nt a nt, a	nd Appendat the end	lices 1, of Stage	undertakes 2 and 3 a 2 of the 0 etition Ru	ttache Comp	ed he etition	reto, to, the S	deve Submis	elop, ssion
					AR' <u>INTERF</u>	TICLE 3						
3.1					takes prece ppendices		ver any con	flictin	g prov	rision o	r conc	lition
3.2					ment takes 2 and 3.	preced	lence over	any	conflic	ting pr	ovisio	n or

The text of Appendix 2 takes precedence over any conflicting provision or condition of Appendix 3.

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 Architect 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 Architect of the Director's co-operation;
- 5.2 provide the Architect with the documents the City considers useful to the performance of the agreement; these documents will be considered accurate unless the Director is notified promptly in writing of their inaccuracy;
- 5.3 communicate diligently to the Architect the Director's decision on any plan, report, proposal or other document submitted by the Architect.

ARTICLE 6 OBLIGATIONS OF THE ARCHITECT

The Architect 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 methods described in this agreement and in Appendices 1, 2 and 3;
- ensure the confidentiality of the data and the information provided by the City, as well as the data and information that may be disclosed to the Architect from time to time pursuant to the services covered by this agreement;
- obtain the City's written authorization before using this data and information for any other purpose;
- 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 Architect by the City in the condition in which they were delivered to the Architect;

- 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 for the services of all the parties on the Finalist Team.

ARTICLE 7 FEES

In accordance with article 5.2 of the Competition Rules and in consideration of the fulfilment of the obligations assumed by the Architect, the City undertakes to pay him/her/it a maximum lump sum of ________, taxes included, covering all the Architect's fees.

This amount is payable after presentation of the Architect's Submission to the jury at the end of Stage 2 of the Competition, on receipt of an invoice, provided that the Architect has deposited and seriously presented a Submission that the jury and the City consider to be in compliance with the Competition Rules (Manual).

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

ARTICLE 8 LIMITED LIABILITY

The City's liability under this agreement and as a result of any related facts or omissions may in no case exceed the maximum amount mentioned in article 7.

ARTICLE 9 COPYRIGHT

In accordance with the Competition Rules (Manual, Appendix 1), the Architect:

- 9.1 agrees, merely by depositing his/her/its Proposal and Submission, 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;
- 9.2 acknowledges that the mere act of depositing a Proposal or Submission grants the City a non-exclusive, non-assignable licence, at no additional charge, with no time or territorial limitations, authorizing it to publicly exhibit this Proposal and Submission and to reproduce them for non-commercial purposes, regardless of the media used, including on its website;
- 9.3 if chosen as the Winner of the Competition, shall sign a Contract as defined in the Competition Rules (Manual), and acknowledges that the Proposal and Submission, in any form and on any media, become the complete and exclusive property of the City, which may dispose of them as it sees fit. The Architect to

whom/which such a contract is awarded shall assign to the City all his/her/its intellectual property rights and, without restricting the generality of the foregoing, the rights to all documents, specifications, sketches and mock-ups 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 Architect to whom/which the Contract is awarded cedes his/her/its intellectual property rights and waives his/her/its moral rights as stipulated in this paragraph by the mere fact of submitting its Proposal. No other document shall be concluded between the parties to this effect and this paragraph shall take effect as of the City's decision to award the Contract to the Architect.

- 9.4 The Architect warrants to the City that he/she/it holds all the rights allowing assignment of all the intellectual property rights 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 shall hold harmless and indemnify the City against any conviction or judgment rendered against the City in principal, interest and costs.
- 9.5 The City will grant to the Architect to whom/which is awarded the Contract for professional services for this mandate a non-exclusive licence, without time limitation, free of charge, authorizing the winner to reproduce on any media, solely for the winner's promotional purposes, all or part of his/her/its Submission.

ARTICLE 10 CANCELLATION

- 10.1 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.
- 10.2 The Architect shall then deliver to the City all the reports, studies, data, notes and other documents prepared up to the date of the notice of cancellation.
- 10.3 The Architect has no recourse against the City for the loss of anticipated profits or for damages caused by this cancellation.

ARTICLE 11 GENERAL CONDITIONS

11.1 **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 it notifies the other party in advance by registered mail.

11.2 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.

11.3 **AMENDMENT**

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

11.4 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.

11.5 APPLICABLE LAWS

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

IN WITNESS WHEREOF, the parties have signed in duplicate in Montréal on the dates indicated below their respective signatures.

dov of

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	11115	uay oi	20
	VILLE	DE MONTRÉAL	
	Ву:	Colette Fraser, Dep	outy Clerk
	The	day of	20
	By:		
This agreement was approved by	oy resolu	ution	

Thic

APPENDIX 2

PRESENTATION'S IDENTIFICATION FORM/ stage 2

SPACE FOR LIFE ARCHITECTURAL COMPETITION

TITLE OF THE PROJECT :						
☐ Project A: The Insectarium's Metamorphosis						
☐ Project B: The Renewed Biodôme						
☐ Project C: The Botanical Garden's Glass	s Pavilion					
NAME OF THE FINALIST:						
Address (number, street, city, province, zip code and country)						
rtadiood (Hairibor, Groot, Grey, province, Zip	codo ana country)					
In the name of the Finalist and the persons	, societies or other entities joined to it in order to					
submit a <i>Presentation</i> that I represent:	•					
I declare :						
	the <i>City</i> for this competition, which are an integral part					
of the Contract to be awarded, and accepti	ng all and each of the conditions therein;					
having taken all necessary information abo	ut the nature of the services and work to realize and					
the requirements of the project;						
	rsons, societies or other entities joined to it in order to					
submit a <i>Presentation</i> to sign this document in their name;						
having submitted the <i>Presentation</i> under th	e conditions set by the <i>Manual</i> and the professional					
services agreement reached for that purpor						
conviced agreement reaction for that purpor						
Signature of the Chief architect responsible for the project duly authorised:						
orginature of the office dromeout responsible for the project dary administration.						
Name du signatory (write in block letters)						
Date :	Phone:					
C mail address :						
E-mail address :						

P.S. An original must be placed in the envelope « Texte ».

APPENDIX 3

DECLARATION OF BUSINESS RELATIONS FORM

SPACE FOR LIFE ARCHITECTURAL COMPETITION

Pursuant to article 6.2 of the "Politique de gestion contractuelle de la Ville de Montréal" (reproduced in Appendix 5) :

The Competitor must declare all business relation with the persons or Firms specified in the Competition documents as having helped the City in the preparation of this competition. When submitting his First stage submission, its signatory solemnly affirms that the information he provided is complete and accurate.

Should he become the successful tenderer of the *Contract*, the *Winner* moreover agrees, during the term of the *Contract*, to inform the *City* of the occurrence of any business relation between the people having participated to the preparation of the competition and him, and that, within five (5) days following the occurrence of this relation. Should the successful tenderer not comply with this requirement, the *City* reserves the right to apply, in its sole discretion, any sanction under the *Competition documents*, including termination of this contract and that, without prejudice to his rights and remedies against his co-contractor.

The list of names of the people who have participated directly or indirectly in the organisation of this competition.

FOR THE CITY OF MONTREAL

- Charles-Mathieu Brunelle, DG, SPACE FOR LIFE
- Anne Charpentier, Director, Insectarium, SPACE FOR LIFE
- Gilles Vincent, Director, Botanical Garden, SPACE FOR LIFE
- Rachel Léger, Director, Biodôme, SPACE FOR LIFE
- Pénélope Darcy, Project Controller, SPACE FOR LIFE
- Marie-Josée Lacroix, Bureau du Design, City of Montreal
- Béatrice Carabin, Design Commissioner, Bureau du Design, City of Montreal
- Caroline Dubuc, Design Commissioner, Bureau du Design, City of Montreal
- Stéphanie Jecrois, Design Commissioner, Bureau du Design, City of Montreal
- Dominique McGregor, Project Manager, Bureau du Design, City of Montreal
- Francyne Gervais, Marketing Director, Communication and Commercialisation, SPACE FOR LIFE
- Lucie Paquin, Chief of the Outreach and Public Relations division. SPACE FOR LIFE
- Madeleine Pronovost, Chief of the Identity and Enhancement division, SPACE FOR LIFE
- Simon Cloutier, Chief of the Administrative and Technical Services division, SPACE FOR LIFE

Members of the jury

- Charles-Mathieu Brunelle, DG, SPACE FOR LIFE
- Anne Charpentier, Director, Insectarium, SPACE FOR LIFE
- Rachel Léger, Director, Biodôme, SPACE FOR LIFE

- Gilles Vincent, Director, Botanical Garden, SPACE FOR LIFE
- Stephen Kellert, Biophilic Design Expert, Yale University, New Haven
- Jean Beaudoin, Architect, Intégral Jean Beaudoin, Montreal
- William G. Reed, AIAA, *LEED*, Integrative design Collaborative, Arlington
- Normand Hudon, Architect PA LEED, associate, Co-Architecture, Quebec
- Édouard François, Architect, Maison Édouard François, Paris
- Mario Cucinella, Architect, Bologna

Member of the technical committee

- Jean Bouvrette, Engineer, Chief of the Technical Services Section, SPACE FOR LIFE
- Martine Bernier, Museology Project Manager, SPACE FOR LIFE
- Hakima Amari, Property Manager, SPACE FOR LIFE
- Dominique Verreault, Engineer, Technical Services, SPACE FOR LIFE
- Bernard Grenier, Property Manager, SPACE FOR LIFE

Name of the Competitor
Chief architect responsible for the project Last Name, First Name
DECLARATION OF BUSINESS RELATIONS WITH THE PEOPLE LISTED ABOVE
We declare true all information provided in this form.
SIGNATURE OF THE CHIEF ARCHITECT RESPONSIBLE FOR THE PROJECT

APPENDIX 4

"POLITIQUE DE GESTION CONTRACTUELLE"

POLITIQUE DE GESTION CONTRACTUELLE

Résolution CM13 0552 du conseil municipal du 17 juin 2013 et Résolution CG13 0246 du conseil d'agglomération du 20 juin 2013

CONTEXTE

L'article 573.3.1.2 de la *Loi sur les cités et villes* oblige les municipalités à se doter d'une politique de gestion contractuelle applicable à tout contrat.

La présente politique a pour objectif de répondre aux obligations de l'article 573.3.1.2 de la loi précitée et elle contient diverses mesures liées aux sept catégories qui y sont prévues.

PORTÉE

Cette politique s'applique à tous les élus, au personnel de cabinet et à l'ensemble des employés et intervenants impliqués dans toute démarche conduisant à la conclusion d'un contrat, notamment, d'acquisition de biens, de services, de services professionnels et d'exécution de travaux lors de leur octroi et pendant leur gestion.

Cette politique doit être reflétée, en faisant les adaptations nécessaires, dans tous les contrats de la Ville, peu importe leur valeur, pour en assurer le respect. Dans la présente politique « intervenant » comprend :

- les sous-traitants et les consultants:
- les soumissionnaires;
- les adjudicataires de contrats;
- les fournisseurs; ou
- tout autre cocontractant de la Ville.

En tout temps, la Ville peut effectuer des vérifications et demander de l'information complémentaire afin de s'assurer du respect de ladite politique.

PRINCIPES

La présente politique de gestion contractuelle renforce les principes de saine concurrence, d'efficience, d'éthique, de transparence et d'équité.

OBJECTIFS

Par la présente politique de gestion contractuelle, la Ville de Montréal réitère son engagement à :

- acquérir des biens, des services et des travaux de construction de qualité, en temps et lieu désirés, selon les quantités requises, le tout au coût le plus avantageux possible et en conformité avec la loi et les principes d'une saine gestion;
- transiger avec des fournisseurs de biens, de services et de travaux de construction compétents et performants en leur assurant un traitement équitable et respectueux des règles d'éthique;
- prévenir toute situation telle que trafic d'influence, intimidation, corruption, collusion ou conflit d'intérêts susceptible d'entacher ou d'entraver l'efficacité et l'intégrité du processus d'approvisionnement et d'octroi de contrats.

MESURES

1. Assurer que tout soumissionnaire ou l'un de ses représentants n'a pas communiqué ou tenté de communiquer, dans le but de l'influencer, avec un des membres du comité de sélection relativement à la demande de soumissions pour laquelle il a présenté une soumission

1.1. <u>Déclaration des liens personnels ou d'affaires</u>

Tout membre d'un comité de sélection ou d'un comité technique qui apprend qu'un des soumissionnaires, une personne qui lui est associée, un membre de son conseil d'administration ou l'un de ses actionnaires lui est apparenté ou entretient avec lui des liens personnels ou d'affaires, doit le déclarer sans délai au secrétaire de ce comité de sélection ou de ce comité technique.

Si une telle situation survient, déclarée ou non, la Ville se réserve le droit de remplacer le membre visé par celle-ci.

1.2. Confidentialité du processus

Chaque membre d'un comité de sélection ou d'un comité technique est tenu au respect de la plus stricte confidentialité quant aux dossiers évalués, à la composition des comités, aux délibérations et aux recommandations formulées. Le secrétaire, les membres du comité (de sélection ou technique) et les consultants doivent déclarer tout conflit d'intérêts et signer le formulaire intitulé *Engagement solennel des membres*.

La Ville considère comme confidentielles les informations concernant la composition de ses comités de sélection et de ses comités techniques, sauf dans le cadre d'un concours de design ou d'architecture.

1.3. <u>Communications des soumissionnaires avec un représentant de la Ville de</u> Montréal

Entre le lancement de l'appel d'offres et l'octroi du contrat (ci-après « période de soumission »), toute communication doit obligatoirement s'effectuer seulement avec la personne responsable de cet appel d'offres désignée aux documents d'appel d'offres ou avec le contrôleur si la communication vise le comportement de la personne responsable ou l'intégrité du processus d'octroi du contrat.

Si une communication visant l'appel d'offres a lieu pendant la période de soumission avec une personne autre que le responsable de l'appel d'offres ou le contrôleur, ou si cette communication avec le responsable de l'appel d'offres vise à influencer celui-ci quant à cet appel d'offres, la Ville peut, à sa seule discrétion, rejeter la soumission du soumissionnaire visé par telle communication. Si cette soumission est rejetée, ce soumissionnaire, ainsi que toute personne qui lui est ou lui a été liée à un moment ou l'autre depuis six (6) mois avant le début de la période de soumission sont écartés de tout appel d'offres pendant une année, à compter de la date du rejet de cette soumission.

Si une communication, visant l'appel d'offres, avec une personne autre que le responsable de l'appel d'offres ou le contrôleur dans les cas prévus à cet effet ou avec le responsable, mais dans le but de l'influencer, est néanmoins découverte pendant l'exécution d'un contrat, la Ville se réserve le droit, à sa seule discrétion, de résilier le contrat, sans préjudice de ses autres droits et recours contre son cocontractant. Le cocontractant, ainsi que toute personne qui lui est ou lui a été liée à un moment ou l'autre depuis six (6) mois avant le début de la période de soumission sont écartés de tout appel d'offres, pendant une (1) année à compter de cette découverte.

2. Favoriser le respect des lois applicables qui visent à lutter contre le truquage des offres

2.1 Confidentialité

La Ville de Montréal s'engage à préserver le caractère confidentiel du contenu des soumissions sous réserve de l'application de la *Loi sur l'accès*

¹ Pour l'application de la présente Politique, l'expression « personne liée » signifie, lorsqu'il s'agit d'une personne morale, un de ses administrateurs et, le cas échéant, un de ses autres dirigeants de même que la personne qui détient une ou des actions de son capital-actions qui lui confère(nt) un droit de vote pouvant être exercé en toutes circonstances rattaché aux actions de la personne morale et, lorsqu'il s'agit d'une société en nom collectif, en commandite ou en participation, un de ses associés et, le cas échéant, un de ses dirigeants. Sont également des personnes liées, les personnes morales ayant en commun un administrateur ou un autre dirigeant ou un actionnaire détenant une ou des actions du capital-actions de chacune des ces personnes morales, qui lui confère(nt) un droit de vote pouvant être exercé en toutes circonstances rattaché aux actions de ces personnes morales. La même règle s'applique dans le cas de deux sociétés en nom collectif, en commandite ou en participation qui ont en commun un associé ou un dirigeant.

aux documents des organismes publics et sur la protection des renseignements personnels.

Tout intervenant, employé, membre du personnel de cabinet ou élu doit agir avec loyauté et respecter la confidentialité des informations dont il a connaissance dans l'exercice ou à l'occasion de ses fonctions ou, le cas échéant, de l'exécution de son contrat, à moins que la loi ou un tribunal n'en dispose autrement.

2.2 Infractions passées et admissibilité

En déposant une soumission, son signataire affirme solennellement qu'à sa connaissance personnelle et après une vérification sérieuse, qu'aucune des personnes suivantes :

- le soumissionnaire;
- un sous-traitant;
- un des employés du soumissionnaire ou d'un sous-traitant, lequel serait affecté à l'exécution du contrat visé par l'appel d'offres;
- une personne qui est ou a été liée au soumissionnaire à un moment ou l'autre pendant la période ci-après mentionnée;

n'a, au cours des cinq (5) ans précédant le présent appel d'offres, été déclarée coupable sur le territoire du Québec de collusion, de manœuvres frauduleuses ou autres actes de même nature, ou tenue responsable, par une décision finale d'un tribunal, à l'occasion d'un appel d'offres ou d'un contrat ou n'a admis avoir participé à de tels actes ou contrevenu à la présente politique.

La présente disposition s'applique pendant toute la durée du contrat aux personnes y mentionnées.

Si l'un des actes mentionnés précédemment peut être reproché au soumissionnaire ou à l'une ou l'autre des personnes précitées, sa soumission est déclarée non-conforme et rejetée. De plus, ce soumissionnaire, toute personne qui lui est liée ou lui a été liée à un moment ou l'autre pendant la période de soumission ainsi que toute autre personne ci-haut mentionnée, à qui tel acte peut être reproché, sont écartés de tout appel d'offres pendant cinq (5) ans à compter de la date du rejet de cette soumission.

Si un tel acte est découvert après l'adjudication du contrat, la Ville se réserve le droit, à sa seule discrétion, de résilier le contrat, sans préjudice de ses autres droits et recours contre son cocontractant. Le cocontractant et toute personne qui lui est liée ou lui a été liée à un moment ou l'autre dans les six (6) mois précédant la conclusion du contrat, ainsi que toute autre

personne ci-haut mentionnée, à qui tel acte peut être reproché, sont écartés de tout appel d'offres pendant une période de cinq (5) ans à compter de telle découverte.

2.3 Pot-de-vin

En déposant une soumission, son signataire affirme solennellement qu'à sa connaissance personnelle et après une vérification sérieuse, qu'aucune des personnes suivantes :

- le soumissionnaire;
- un sous-traitant;
- un des employés du soumissionnaire ou d'un sous-traitant, lequel serait affecté à l'exécution du contrat visé par l'appel d'offres;
- une personne qui est ou a été liée au soumissionnaire à un moment ou l'autre pendant la période ci-après mentionnée;

n'a soudoyé un employé d'un organisme public, un élu ou un membre du personnel de cabinet en fonction sur le territoire du Québec dans les cinq (5) ans précédant l'appel d'offres.

S'il est découvert, avant l'octroi du contrat, qu'une admission ou une décision finale d'un tribunal fait état que le soumissionnaire ou toute personne mentionnée au présent article a commis un tel acte, sa soumission est déclarée non-conforme et rejetée. De plus, ce soumissionnaire et toute personne qui lui est liée ou lui a été liée à un moment ou l'autre pendant la période de soumission, ainsi que toute autre personne ci-haut mentionnée, ayant commis tel acte, sont écartés de tout appel d'offres pendant cinq (5) ans à compter de la date du rejet de cette soumission.

Si une telle admission ou une telle décision finale est découverte ou rendue après l'adjudication du contrat, la Ville se réserve le droit, à sa seule discrétion, de résilier le contrat visé, sans préjudice de ses autres droits et recours contre son cocontractant. Le cocontractant, ainsi que toute personne qui lui est liée ou lui a été liée à un moment ou l'autre dans les six (6) mois précédant la conclusion du contrat, ainsi que toute autre personne ci-haut mentionnée ayant commis un tel acte, sont écartés, pendant cinq (5) ans à compter de la découverte de telle admission ou décision.

2.4 Situations particulières

- 2.4.1 Les articles 2.2 et 2.3 de la présente politique ne s'appliquent pas lorsque la Ville conclut un contrat avec une personne qui est la seule en mesure :
 - 1° de fournir une assurance, des matériaux, du matériel ou des services après que les vérifications documentées et sérieuses ont été effectuées pour s'assurer de l'unicité de ce fournisseur dans l'ensemble des territoires visés par un accord intergouvernemental de libéralisation des marchés publics conclu par le Gouvernement du Québec;
 - 2° aux fins de l'utilisation d'un progiciel ou d'un logiciel, :
 - a) d'assurer la compatibilité avec des systèmes, progiciels ou logiciels existants;
 - b) de protéger des droits exclusifs tels les droits d'auteur, les brevets ou les licences exclusives;
 - c) de faire de la recherche ou du développement;
 - d) de produire un prototype ou un concept original;
 - 3° d'exécuter des travaux d'enlèvement, de déplacement ou de reconstruction de conduites ou d'installations d'aqueduc, d'égout, d'électricité, de gaz, de vapeur, de télécommunication, d'huile ou d'autre fluide, à titre de propriétaire des conduites ou des installations;
 - 4° de faire l'entretien d'équipements spécialisés parce qu'elle les a fabriqués ou parce qu'elle a désigné un représentant pour ce faire:
 - 5° d'exécuter des travaux sur l'emprise d'une voie ferrée exploitée comme telle et ce, pour un prix qui correspond à celui qu'une entreprise exécutant généralement de tels travaux exige normalement pour ceux-ci;
 - 6° de céder à la Ville un immeuble ou un droit réel, tel que mais sans limitation, une servitude, dont la Ville a besoin pour toutes fins municipales.

- 2.4.2 Les articles 2.2 et 2.3 de la présente politique ne s'appliquent pas lorsque la Ville conclut tout contrat avec une personne :
 - 1° dont les services professionnels sont nécessaires dans le cadre d'un recours devant un tribunal, un organisme ou une personne exerçant des fonctions judiciaires ou juridictionnelles, dans la mesure toutefois où tel contrat de services professionnels fait suite à un rapport ou à un document préparé par cette personne à la demande de la Ville:
 - 2° qui détient une autorisation délivrée par l'Autorité des marchés financiers en vertu de la *Loi sur l'intégrité en matière de contrats publics*, à la date du dépôt de sa soumission, s'il s'agit d'un appel d'offres public ou d'un appel d'offres sur invitation, ou au moment de la conclusion du contrat s'il s'agit d'un contrat de gré à gré ou d'un contrat visé par un décret adopté par le Gouvernement du Québec en vertu de l'article 86 de la *Loi sur l'intégrité en matière de contrats publics*;
 - 3° pour lui permettre de développer un site dont elle est propriétaire ou pour lequel elle a un mandat exclusif de ce faire.
- 3. Assurer le respect de la Loi sur la transparence et l'éthique en matière de lobbyisme (chapitre T-11.011) et du Code de déontologie des lobbyistes adopté en vertu de cette loi
- 3.1 <u>Déclaration relative aux communications d'influence contrats de gré à gré</u>

La personne qui contracte avec la Ville doit lui déclarer par écrit : 1) que si des communications d'influence ont eu lieu pour l'obtention dudit contrat, elles l'ont été conformément à la Loi sur la transparence et l'éthique en matière de lobbyisme, au Code de déontologie des lobbyistes et aux avis du Commissaire au lobbyisme et 2) les noms des personnes par qui et à qui elles ont été faites.

S'il est découvert, après la conclusion du contrat, que la déclaration du cocontractant de la Ville était inexacte, la Ville se réserve le droit, à sa seule discrétion, de résilier le contrat visé, sans préjudice de ses autres droits et recours contre son cocontractant. Le cocontractant, ainsi que toute personne qui lui est liée ou lui a été liée à un moment ou l'autre dans les six (6) mois précédant la conclusion du contrat sont écartés de tout appel d'offres pendant une année à compter de telle découverte.

3.2 <u>Déclaration relative aux communications d'influence – appels d'offres sur invitation ou publics</u>

En déposant sa soumission, son signataire affirme solennellement qu'il n'y a pas eu et qu'il n'y aura pas de communication d'influence, même par une personne inscrite au registre des lobbyistes, pendant la période de soumission. Toute affirmation solennelle inexacte entraîne le rejet de sa soumission et ce soumissionnaire ainsi que toute personne qui lui est liée ou lui a été liée à un moment ou l'autre dans les six (6) mois précédant le début de la période de soumission sont écartés de tout appel d'offres pendant une (1) année à compter de la date du rejet de celle-ci.

S'il est découvert après l'adjudication du contrat qu'une telle affirmation était inexacte, la Ville se réserve le droit, à sa seule discrétion, de résilier celui-ci, sans préjudice de ses autres droits et recours contre son cocontractant. Ce dernier ainsi que toute personne qui lui est ou lui a été liée à un moment ou l'autre dans les six (6) mois précédant la période de soumission sont écartés de tout appel d'offres pendant une (1) année à compter de la date de telle découverte.

Dans les deux cas, la Ville transmet les informations en sa possession au Commissaire au lobbyisme.

3.2 a) Tout élu ou employé municipal qui est approché par une personne cherchant à influencer une prise de décision sur un sujet visé par la Loi sur la transparence et l'éthique en matière de lobbyisme, doit demander à cette personne si elle est inscrite au registre des lobbyistes. Dans le cas contraire, l'élu ou l'employé municipal doit l'informer de l'existence de la loi précitée et de l'obligation de s'inscrire au registre des lobbyistes avant de poursuivre sa démarche et d'en informer le commissaire au lobbyisme.

3.3 Collaboration aux enquêtes

Tout élu, membre du personnel de cabinet et tout employé de la Ville doivent collaborer aux opérations de vérification et d'enquête du Commissaire au lobbyisme dans son mandat visant à assurer le respect de la Loi sur la transparence et l'éthique en matière de lobbyisme et du Code de déontologie des lobbyistes.

4. Prévenir les gestes d'intimidation, de trafic d'influence ou de corruption

4.1 Obtention des documents d'appels d'offres

Les soumissionnaires doivent se procurer les documents d'appel d'offres au bureau désigné ou dans le Système électronique d'appel d'offres (SEAO),

en acquittant les frais exigés, s'il en est. Personne d'autre n'est autorisé à agir au nom ou pour le compte de la Ville pour délivrer ces documents.

4.2 Visite des lieux et rencontre d'information

Afin de préserver la confidentialité du nombre et de l'identité des soumissionnaires, les rencontres d'information et les visites des lieux s'effectuent sur une base individuelle et sur rendez-vous, sous réserve de certains cas d'exception prévus par la loi, le cas échéant.

4.3 Non-collusion

En déposant une soumission, son signataire affirme solennellement qu'à sa connaissance personnelle et après une vérification sérieuse, que les personnes suivantes :

- le soumissionnaire;
- un sous-traitant;
- un des employés du soumissionnaire ou d'un sous-traitant, lequel serait affecté à l'exécution du contrat visé par l'appel d'offres;
- une personne qui est liée au soumissionnaire ou lui était liée à un moment ou l'autre pendant la période de soumission;

ont établi cette soumission sans collusion et sans avoir communiqué ou conclu un arrangement avec un concurrent, tout organisme ou personne, autre que le soumissionnaire, lié ou non au soumissionnaire, quant aux prix, aux méthodes, aux facteurs ou aux formules pour établir les prix, non plus quant à la décision de présenter ou non une soumission, ou de présenter une soumission qui ne répond pas aux spécifications de l'appel d'offres.

Si la Ville découvre que cette affirmation est inexacte, la soumission est déclarée non-conforme et rejetée. De plus, ce soumissionnaire et toute personne qui lui est liée ou lui a été liée à un moment ou l'autre pendant la période de soumission, ainsi que toute autre personne ci-haut mentionnée, ayant participé à l'un des actes précités, sont écartés de tout appel d'offres pendant cinq (5) ans à compter de la date du rejet de cette soumission.

De même, si la ville découvre pendant l'exécution du contrat que l'affirmation solennelle du soumissionnaire était inexacte, de l'aveu de l'une des personnes ci-haut mentionnées, ou si telle collusion ou arrangement est reconnu à l'occasion d'une décision par un tribunal, la Ville se réserve le droit, à sa seule discrétion, de résilier le contrat visé, sans préjudice quant à ses autres droits et recours contre son cocontractant. Celui-ci et toute personne qui lui est liée ou lui a été liée à un moment ou l'autre dans les six (6) mois précédant le début de la période de soumission, ainsi que

toute autre personne ci-haut mentionnée, ayant participé à l'un des actes précités, sont écartés de tout appel d'offres pendant une période de cinq (5) ans à compter de cette découverte.

5. Prévenir les situations de conflits d'intérêts

5.1 Règles après emploi

La Ville soumet l'ensemble de ses cadres à des règles d'éthique après emploi de telle sorte qu'un cadre ne puisse pas tirer d'avantages indus de ses fonctions antérieures lors d'une cessation d'emploi.

5.2 Code d'éthique

Tout employé de la Ville de Montréal a le devoir de se comporter conformément aux règles édictées dans le Code d'éthique et de déontologie des employés (Guide de conduite des employés de la Ville de Montréal).

De même, tout élu doit se conformer au Code d'éthique et de conduite des membres du conseil de la ville et des conseils d'arrondissement.

5.3 Ligne éthique de la Ville de Montréal

Tout élu, tout membre du personnel de cabinet et tout employé de la Ville peut signaler, au moyen de la ligne éthique de la Ville de Montréal, tout acte répréhensible appréhendé ou commis par une personne ou un groupe de personnes dans sa relation avec la Ville ou une société paramunicipale, notamment ceux dont il est fait mention à la présente politique.

6. Prévenir toute autre situation susceptible de compromettre l'impartialité et l'objectivité du processus de demandes de soumissions et de la gestion du contrat qui en résulte

6.1 <u>Interdiction de retenir les services d'une personne ayant participé à l'élaboration des appels d'offres</u>

En déposant une soumission, son signataire affirme solennellement qu'aucune des personnes suivantes :

- le soumissionnaire;
- un sous-traitant:
- un des employés du soumissionnaire ou d'un sous-traitant, lequel serait affecté à l'exécution du contrat visé par l'appel d'offres;
- une personne qui est liée au soumissionnaire ou l'a été à un moment ou l'autre pendant la période de soumission et l'année qui la précède;

n'a embauché, à quelque fin que ce soit, une personne qui a participé à l'élaboration des documents de cet appel d'offres² et s'engage à ce qu'aucune d'entre elles ne le fasse pendant les douze (12) mois suivant celui-ci.

Si l'un des actes mentionnés précédemment peut être reproché au soumissionnaire ou à l'une ou l'autre des personnes précitées, sa soumission est déclarée non-conforme et rejetée. De plus, ce soumissionnaire et toute personne qui lui est liée ou lui a été liée à un moment ou l'autre pendant la période de soumission et l'année qui la précède, ainsi que toute autre personne ci-haut mentionnée, n'ayant pas respecté la présente disposition, sont écartés de tout appel d'offres pendant trois (3) ans à compter de la date du rejet de cette soumission.

S'il est découvert pendant l'exécution du contrat que l'affirmation solennelle du soumissionnaire était inexacte ou qu'il ne respecte pas les engagements prévus, la Ville se réserve le droit de résilier le contrat visé, sans préjudice de ses autres droits et recours contre son cocontractant. Ce dernier et toute personne qui lui est ou lui a été liée à un moment ou l'autre pendant la période de soumission et l'année qui la précède, ainsi que toute personne ci-haut mentionnée, n'ayant pas respecté la présente disposition, sont écartés de tout appel d'offres pendant trois (3) ans, à compter de la date de telle découverte.

6.2 <u>Déclaration de liens d'affaires</u>

Le soumissionnaire doit déclarer ses liens d'affaires avec les personnes ou firmes indiquées aux documents d'appel d'offres comme ayant participé à l'élaboration des documents dudit appel d'offres. En déposant sa soumission, son signataire affirme solennellement que les renseignements qu'il a fournis sont complets et exacts. S'il est découvert avant l'octroi du contrat que la déclaration du soumissionnaire est fausse, la Ville se réserve le droit de déclarer sa soumission non-conforme et de la rejeter. Si sa soumission est déclarée non conforme et rejetée, ce soumissionnaire et toute personne qui lui est liée ou lui a été liée à un moment ou l'autre pendant la période de soumission sont écartés de tout appel d'offres pendant un an à compter de la date du rejet de cette soumission.

S'il devient adjudicataire du contrat, le soumissionnaire s'engage de plus, pendant la durée du contrat, à informer la Ville de l'apparition de tout lien d'affaires entre les personnes ayant participé à l'élaboration de l'appel d'offres et lui, le tout dans les cinq (5) jours de l'apparition de ce lien. Si le cocontractant ne respecte pas cette exigence ou s'il est découvert qu'il a fait une fausse déclaration lors de sa soumission, la Ville se réserve le droit

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² La participation à l'élaboration des documents d'appel d'offres se définit comme toute action en vertu de laquelle une personne prépare ou produit, à la demande de la Ville, un document ou une partie de celui-ci devant servir à rédiger les documents d'appel d'offres ou à y être intégrés.

de résilier le contrat visé, sans préjudice de ses autres droits et recours contre son cocontractant. Le cocontractant et toute personne qui lui est ou lui a été liée à un moment ou l'autre depuis le début de la période de soumission sont écartés de tout appel d'offres pendant une (1) année à compter de tel défaut ou découverte.

7. Encadrer la prise de toute décision ayant pour effet d'autoriser la modification d'un contrat

7.1 Modification à un contrat

Une modification à un contrat doit être documentée et être approuvée par les instances qui ont approuvé le contrat original. Si telle modification s'appuie sur une exception prévue à la loi, celle-ci doit être précisée.

7.2 Imprévus à un contrat

Les travaux payables à même les contingences doivent être documentés et approuvés par le directeur de l'unité d'affaires concernée ou son représentant désigné.

7.3 <u>Dépassement des crédits</u>

Tout dépassement des crédits autorisés aux fins du contrat doit être documenté et faire l'objet d'une nouvelle décision par les instances.

7.4 Cession de contrat ou vente d'entreprise

En déposant une soumission, son signataire affirme solennellement en sus de ce qui est prévu à l'article 2.2, qu'il n'a acquis aucun bien, dans les deux (2) ans précédant le dépôt de sa soumission auprès d'une personne qui est ou lui a été liée pendant cette période de deux (2) ans, et qui, à la suite de la violation de l'une des dispositions de la présente Politique de gestion contractuelle, est écartée de tout appel d'offres; ni qu'il ne détient d'aucune autre manière de tels biens.

Si la Ville découvre que cette affirmation est inexacte, elle se réserve le droit, à sa seule discrétion, de rejeter la soumission ou, le cas échéant, de résilier le contrat, et ce, sans préjudice de ses autres droits et recours.

RESPONSABILITÉ DE L'APPLICATION

L'application de la présente politique est sous la responsabilité du directeur général de la Ville de Montréal.

APPENDIX 5

ANNOUNCEMENT OF THE COMPETITION



CALL FOR SUBMISSIONS Space for Life Architectural Competition CITY OF MONTREAL

Submissions are sought for an architectural competition for three major projects of Space for Life, which represent a legacy for the City of Montreal's 375th anniversary.

Category: INTERNATIONAL ARCHITECTURAL COMPETITION

Professional services – professional services in architecture,

Tender: scenography, Living Building Challenge and LEED expertise, landscape

architect and designers

Description: Competition on an international base, covering three projects, and taking

place in two stages

Opening date: March 26th, 2014

Deposit: N/A at this stage

Information: administration@amiotbergeron.com

The documents related to this competition will be available as of

Documents: February 10th, 2014 at the following addresses:

http://mtlunescodesign.com/espacepourlavie http://mtlunescodesign.com/spaceforlife

PURPOSE OF THE COMPETITION:

Space for Life – City of Montreal, on the occasion of the City of Montreal's 375th anniversary, organizes an architectural competition in order to realize three major projects totalizing a realization cost of \$ 45 M:

- Metamorphosis of the Insectarium
- Renewed Biodôme
- Botanical Garden's Glass Pavilion

The Metamorphosis of the Insectarium project consists in expanding and redeveloping the existing building and some outdoor spaces. Inspired by biophilia, its architecture must arouse sensory experiences and provoke unexpected encounters in order to reconnect humans to insects. Space for Life requires the LEED Platinum certification and aims to get a maximal score for the Living Building Challenge certification.

The renewed Biodôme project consists in redeveloping some public and exhibition spaces, including the ecosystems within the Biodôme. Its ambition is to revive the thinking on our link with nature through a more immersive, introspective and emotive visit experience in order to induce some behavioural changes respectful of the environment.

The Botanical Garden's Glass Pavilion project proposes a bold, innovative and organic architecture that respect the principles of biophilic design. Polyvalent, technologically efficient and flexible, it will host ecoresponsible horticultural and corporate events. Space for Life requires the LEED Platinum certification and aims to get a maximal score for the Living Building Challenge certification.



CALL FOR SUBMISSIONS Space for Life Architectural Competition CITY OF MONTREAL

TYPE OF COMPETITION: Competition on an international base, covering three projects, and taking place in two stages.

Space for Life is looking for daring architectural designers who will be able to develop a global creative approach bringing human beings closer to nature and based on an immersive and spatial experience. The global creative approach must respect the mission and vision of Space for Life; each competitor may submit for one, two or three projects within one same competition process and schedule.

ASSESSMENT: Based on prior established criteria, a jury of ten (10) members will be asked to recommend to Space for Life, City of Montreal, (4) finalists per project at the end of stage 1 as well as a winning concept and team for each project at the end of stage 2.

The City of Montreal does not commit to retain any of the received candidacy or presentation and assumes no obligation of any nature towards the competitor and finalists.

STAGE 1 / CALL FOR SUBMISSIONS: Call for submissions for multidisciplinary teams of which the chief person responsible for the project is the Architect. The teams must subscribe via the web site www.mtlunescodesign.com/spaceforlife and submit their first stage submission for selection by the jury.

STAGE 2 / PRESENTATION: The four (4) selected finalists per project at stage 1 will have to prepare their presentation and present it to the jury at a public hearing.

COMPULSORY REGISTRATION:

Registration, compulsory and free, allows competitors to ensure their inclusion in the communication network of the Professional adviser. Registration is done via an online form available on the web site www.mtlunescodesign.com/spaceforlife before the scheduled deadline date. A registration confirmation will be sent by e-mail.

DOCUMENTS: The competition documents for the 1st stage will be available as of February 10th, 2014 at the address www.mtlunescodesign.com/spaceforlife.

SITE VISITS: Access to the sites being free, there will be no official visit of the sites for stage 1.

COMPULSORY INFORMATION MEETING: A compulsory information meeting is scheduled with the finalists on April 24th and 25th, 2014

DEADLINE:

- Registration: Thursday, March 20th, 2014, 16h00 P.M. at the latest
- 1st stage/ Filing of first stage submissions by the registered competitors: Wednesday, March 26th, 2014, 10h00 A.M. at the latest
- 2nd stage/ Filing of presentations by the finalists: Friday, June 20th, 2014, 10h00 A.M. at the latest

The specified times are local time in Quebec.

The exact place to filing submissions and presentations is specified in the competition Manual.

PROFESSIONAL ADVISER:

All communications must be sent to the Professional adviser by e-mail to the following address: administration@amiotbergeron.com

APPENDIX 6

SPACE FOR LIFE ARCHITECTURAL COMPETITION

