

COMPETITION RULES

Sainte-Cath Works

Design competition to minimize the impact of the public works
on Sainte-Catherine Street West

Service des infrastructures, de la voirie et des transports of Ville de Montréal
in collaboration with Ville de Montréal's Bureau du design

March 17, 2016





MONTREAL
VILLE UNESCO
DE DESIGN

TABLE OF CONTENTS

PREFACE

DEFINITIONS

1 COMPETITION STRUCTURE

- 1.1. Purpose of the Competition
- 1.2. Objectives of the Competition
- 1.3. Types of Competition
- 1.4. *Project* Budget
- 1.5. Approvals

2 COMPETITION OFFICIALS

- 2.1. *Project* Manager
- 2.2. *Professional Consultant*
- 2.3. *Jury*

3 ELIGIBILITY

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

4 COMPETITION MANAGEMENT AND COMMUNICATIONS

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

5 COMPENSATION

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

6 PRESENTATION, SUBMISSION AND EVALUATION OF PROPOSALS AND OFFERINGS

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

7 COMPETITORS' OBLIGATIONS

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

8 FOLLOW-UP TO THE COMPETITION

- 8.1. Professional Services Agreement
- 8.2. Return of *Service Offerings*
- 8.3. Dissemination

9 INTELLECTUAL PROPERTY

- 9.1. Credits

10 CONTRACT MANAGEMENT POLICY

11 EVALUATION OF THE WINNING OFFER AND ABILITY TO TENDER

APPENDICES (AVAILABLE IN FRENCH ONLY)

APPENDIX A – CONTRACT MANAGEMENT POLICY

APPENDIX B – *COMPETITOR'S* IDENTIFICATION FILE

APPENDIX C – *FINALISTS'* PROFESSIONAL SERVICES AGREEMENT

APPENDIX D – CONSENT FORM TO REMAIN WITHIN BUDGET

APPENDIX E – *WINNER'S CONTRACT*

APPENDIX F – EVALUATION OF THE WINNING OFFER AND ABILITY TO TENDER

PREFACE

If architecture and design expertise were applied within the framework of planning, designing and managing work sites, could they bring creative solutions to this challenge that is as significant as it is universal? Could such expertise improve the collective and individual experience of major urban work sites and mitigate their negative impact on economic activity and the daily lives of workers, merchants, residents and tourists?

These issues and questions were at the heart of the discussions at “[Quel chantier! – Le design au secours des grands chantiers urbains](#),” an international symposium held in Montréal in October 2014 as part of the 27th Entretiens Jacques Cartier.

In the wake of these discussions and out of a desire to manage work sites differently, Ville de Montréal launched a multidisciplinary design competition to minimize the impact of the Sainte-Catherine Street West redevelopment project by enhancing the work site. Slated to start in spring 2017, this major project to repair the underground infrastructure and come up with a new streetscape will inevitably have an impact on the city centre.

By bringing ideas together, the competition will seek to generate innovative, high-quality solutions and will result in the selection and commission of a multidisciplinary team that will be awarded a professional services agreement for the detailed design, plans and specifications, as well as on-site follow-up during the execution phase. At the end of the competition, the objective will be to select and commission a multidisciplinary design team that will be responsible for fine-tuning its winning proposal, producing plans and specifications, and ensuring a follow-up with a producer or construction contractor who will manufacture, deploy and maintain the design concept over the entire duration of the work.

Selected during the *Call for Municipal Projects 2014 – Incentive for Competition Organization*, this design competition is organized in close collaboration with Ville de Montréal’s Bureau du design, and is funded by the Secrétariat à la région métropolitaine as part of the implementation of the Entente Montréal 2025. The competition is also a continuation of agreements made by Ville de Montréal and partners of the 2007–2017 Action Plan – Montréal, Cultural Metropolis, which aims, among other goals, to promote excellence in design and architecture through the general practice of holding competitions and to help affirm Montréal as a UNESCO City of Design.

DEFINITIONS

AAPQ

Association des architectes paysagistes du Québec.

Architect

A member in good standing of a professional order or national association governing the right to practise architecture and covered by professional liability insurance to a minimum of CA\$2 million.

Business Relationship

A dependency relationship or active business association during the competition period.

City

Ville de Montréal.

Competition Document

One of the documents listed in section 3.3 of these *Competition Rules*.

Competition Rules

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

Competitor

A *Designer*, *Firm of Designers* or multidisciplinary *Team* comprised of *Designers* who meet the eligibility criteria of the competition and who submit a *Proposal* that complies with the *Competition Rules* at Stage 1 of the competition. This stage is unpaid.

Contract

An agreement and appendices listing all the professional services required of the *Winner* in order to complete the *Project* following the competition.

Coordinator

A *Designer* who assumes, under the *Contract*, the coordination and conciliation of all deliverables and all disciplines involved in completing the *Project*, subject to the rights and obligations reserved exclusively to these disciplines under the law. The *Coordinator* will be the *City's* project manager for all the professionals involved in completing the *Project*.

Designer

Is considered to be:

- i) a member of an order or professional association in the fields of development and design (architecture¹, landscape architecture, urban planning, urban design, interior design, environmental design, industrial design or graphic design);
OR
- ii) any graduate of a university program leading to the design or completion of development projects in the above-mentioned fields;
OR
- iii) any person with at least five years of experience and a peer-recognized practice in the relevant field. Where necessary, the recognition must be attested to by a person who would be eligible for the competition based on the first two stated criteria (i and ii).

AND

¹ In these *Competition Rules*, an *Architect* is considered to be a *Designer*.

is covered by professional liability insurance to a minimum of CA\$2 million.

Engineer

A member of the *OIQ* in good standing and covered by professional liability insurance to a minimum of CA\$2 million.

Family Ties

Includes the following family members: spouse, father, mother, brother, sister, child, uncle, aunt, grandparents and grandchildren.

Feasibility

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

Finalist

A *Competitor* who, in a *Multi-stage Competition*, is selected by the *Jury* on the basis of its *Proposal* to move on to the final stage of the competition. A *Finalist* is paid to prepare its *Service Offering*.

Firm

A duly registered firm of *Architects, Designers, Engineers* or other disciplines.

Jury

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

Landscape Architect

A member in good standing of the *AAPQ* or other professional organization of landscape architects and covered by professional liability insurance to a minimum of CA\$2 million.

Lead Designer

A *Designer* who is authorized to act, represent and sign on behalf of the design *Firm* or *Team*. This person is the *City's* lead for the purposes of the competition. The *Lead Designer* must have more than five (5) years of professional experience in the development field in the public domain.

Multidisciplinary Competition

A competition in which a multidisciplinary *Team*, led by a *Designer* and made up equally of professionals, consultants or specialists from other disciplines, is invited to take part.

Multi-stage Competition

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

OAQ

Ordre des architectes du Québec.

OIQ

Ordre des ingénieurs du Québec.

Outside Consultant

Any consultant or specialist whose services are retained by the *Competitor* or *Finalist* to help prepare his or her *Proposal* or *Service Offering*. This person is part of the *Team*.

Professional Consultant

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

Program

A *Competition Document*, companion to the *Competition Rules*, that provides *Competitors* and *Finalists* with the information, orientations and directives needed to prepare a *Proposal* or *Service Offering* that is complete and satisfactorily meets the challenges of the *Project*.

Project

A design concept aimed at mitigating the impact of the Sainte-Catherine Street West redevelopment project.

Proposal

Within the framework of a competition, the first selection is made on the basis of a proposal: at Stage 1 of the competition, all work submitted to the *Jury* by a *Competitor* with the purpose of being selected as a *Finalist*, including all documents required in the *Competition Rules*.

SEAO

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

Service Offering

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

Team

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

Winner

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

1 COMPETITION STRUCTURE

1.1 PURPOSE OF THE COMPETITION

Ville de Montréal is undertaking major repair work on the underground infrastructure of Sainte-Catherine Street West between Atwater Avenue and Bleury Street. In addition to upgrading obsolete underground infrastructure, the aim of the project is to redesign the street to ensure its safety and functionality, enrich users' experience and reinforce the distinctive character of Sainte-Catherine Street West.

This project, under the responsibility of Ville de Montréal's Service des infrastructures, de la voirie et des transports (SIVT), will be completed in phases in order to limit the impact of the work site. The following phases have been planned to date:

- Phase 1, Lot 1: Sainte-Catherine Street West between Mansfield and Bleury streets, i.e. 670 linear metres;
- Phase 1, Lot 2: Phillips Square and the surrounding streets (Union, Cathcart and Phillips Square up to René-Lévesque Blvd.);
- Phase 2 and subsequent phases: Sainte-Catherine Street West between Atwater Avenue and Mansfield Street, i.e. 1,530 linear metres.

Given the scope and complexity of the project, the construction site will inevitably have an impact on downtown Montréal, in particular on the daily lives of citizens and merchants.

Ville de Montréal recognizes that Sainte-Catherine Street is a major commercial artery and, as such, the *City* wishes to maintain a high-quality urban environment on the street during the span of the project. To this end, the *City* is organizing a *Multidisciplinary Competition* to reduce the project's impact by enhancing Phase 1 (Lots 1 and 2) of the work site. Successful examples elsewhere in the world² show that creative and innovative ideas can help minimize the negative impacts of work sites and reduce disruptions in the daily lives of merchants, residents, workers and tourists.

In order to maintain a high-quality and attractive urban environment for users throughout the work period, the project should, by virtue of its form and content, meet the following objectives:

- To change users' perceptions of the work site by making it dynamic and appealing
- To define an innovative urban experience within the framework of the work site
- To channel and direct the flow of street users efficiently and safely
- To reduce disruptions associated with the work and various obstructions
- To disseminate information on-site regarding real-time progress of the work
- To inform users about future developments

The concept presented must be original and not have been used before. The total budget for the *Project* is \$2,800,000, including taxes. A *Contract* will be awarded to the winning *Firm* or *Team* to finalize the design, draw up plans and estimates and ensure follow-up with a supplier who will manufacture, deploy and maintain the elements of the concept for the entire duration of the work, which will be four years.

² See the presentations of the international symposium "Quel chantier! – Le design au secours des grands chantiers urbains."

1.2 OBJECTIVES OF THE COMPETITION

The aim of the competition is to select a concept that meets and even surpasses the *City's* expectations regarding the challenges posed by the *Project*, which is the subject of the competition, and to entrust its completion to a *Firm of Designers* or *Team* that came up with the concept. At the end of the competition, the *Jury* will select and recommend a *Winner* and the *City* will award the *Winner* a *Contract* to provide the professional services required to complete the *Project*.

1.3 TYPES OF COMPETITION

Project competition:

- Multidisciplinary
- National in scope
- Held in two stages: the first involving anonymous *Proposals* and the second involving *Service Offerings* submitted by a maximum of five (5) *Finalists* chosen by the *Jury*

This *Multidisciplinary Competition* is intended for *Designers*, design *Firms* and multidisciplinary *Teams* made up of *Designers* and other *Outside Consultants* as described in the eligibility criteria in section 3.1.

The main stages of the competition are:

1.3.1 Stage 1: Call for *Proposals*

- All *Competitors* are invited to submit their *Proposal* as described in section 6.1. The file must present an overall idea of how the vision and mission of the *Project* will be rendered in accordance with the objectives of the competition as described in section 1.2.
- The *Jury* will retain a maximum of five (5) *Proposals*. In preparation for the second stage, the *Finalists* must attend a mandatory individual information meeting with the *City*.
- The first stage is unpaid.

1.3.2 Stage 2: *Service Offering*

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

1.4 PROJECT BUDGET

The *Service Offerings* must comply with the budget established by the *City*, which is a major issue for completion of the *Project*. The *Finalists* will agree to comply with the budget by attaching the form provided to this effect in Appendix D.

The budget to complete the *Project* is \$2,800,000, including taxes. These services for the manufacture, installation and maintenance of the concept elements will be the subject of one or several public calls for tender to producers or construction contractors. This amount does not include design fees for the *Winner's Project*, provided for in the *Contract* in Appendix E.

The budget includes:

- Production costs
- Purchasing costs of various standard elements of the concept
- Manufacturing costs of made-to-measure elements of the concept
- Rental costs of certain technical or technological elements for the duration of the *Project*
- Replacement costs for various elements in the event of breakage or vandalism
- Technical labour and fit-up costs for mounting, dismounting, moving, maintenance and servicing of the concept
- Special staff to provide security of the premises (if the concept requires specific surveillance)
- Manufacturing and installation contingencies
- Insurances

All the information appearing or mentioned in the *Service Offering* of Stage 2 must be included in the estimates.

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

1.5 APPROVALS

This competition is approved by MAMOT (the Ministère des Affaires municipales et de l'Occupation du territoire).

2 COMPETITION OFFICIALS

2.1 PROJECT MANAGER

Ville de Montréal's Service des infrastructures, de la voirie et des transports is responsible for implementing the *Project*.

2.2 PROFESSIONAL CONSULTANT

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

The *City* has retained the services of two *Professional Consultants* for this competition:

- Véronique Rioux, ADIQ industrial designer, senior professional consultant
- Sophie Julien, AAPQ-AAPC landscape architect and urban designer, assistant professional consultant

2.3 JURY

2.3.1 Composition

The *Jury*, whose Chair is appointed by its members, is composed of nine (9) members. The Chair may not be a *City* employee. The composition of the *Jury* must avoid situations of authority between jurors.

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

- Romain Bonifay, civil engineer, responsible for the engineering and construction of the Projet Sainte-Catherine Ouest, Division des Grands projets, Ville de Montréal
- Marie-Chantal Croft, associate architect, Coarchitecture
- Fanny Duguay-Lefebvre, urban design associate, Atelier Civiliti
- Mario Mercier, graphic designer, Compagnie et cie
- Émilie Grenier, narrative experience designer, recipient of the Phyllis Lambert Design Montréal Grant
- Pascal Lefebvre, president and co-founder, Piknic Électronik
- Benoît Lemieux, senior consultant, Creos
- André Poulin, Executive Director, SDC Destination Centre-Ville
- Claude Sirois, Executive Vice President, Shopping Centres, North America, Ivanhoé Cambridge

2.3.2 Role

The role of the *Jury* includes the:

- Selection of the *Finalists*
- Selection and recommendation of the *Winner* to the *City*

The *Jury* must examine and judge the competition's *Proposals* and *Service Offerings*, taking into account the *Professional Consultant's* compliance reports.

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

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

Members of the *Jury* will refrain from communicating with a *Competitor*, *Finalist* or *Winner* until after the results of the competition have been announced publicly.

2.3.3 Report of the *Jury*

The *Professional Consultant* will act as the *Jury's* secretary, with no voting right.

A *Jury* report will clearly present details of the analysis of the *Proposals* and *Service Offerings* and the choice of *Finalists* and *Winner*, describing:

- The performance of the above in accordance with each criterion
- The deliberations following public hearings

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

The report will be made public after approval by the *City's* executive committee.

2.3.4 Substitute Member

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

2.3.5 Observers

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

3 ELIGIBILITY

3.1 ELIGIBILITY CRITERIA

Any *Firm* or *Team* that meets the following conditions is eligible to enter the competition:

- Consisting of a minimum of two (2) *Designers*
- Having at least one *Lead Designer* with a minimum of five (5) years of professional experience in planning in the public domain
- Working out of an office located in Canada at the time of entering the competition

Engineers and *Outside Consultants* may join the *Team*. These persons may come, in particular, from the fields of events, multimedia, performing arts (set designer, director, musical designer, lighting and video) and the visual and media arts.

In addition to the *Engineers* who must, where necessary, be part of the *Contract* entered into with the *City* to complete the *Project*, the experts mentioned above and members of the *Team* may be *Outside Consultants* of the competitor. Nevertheless, the *Team* presented must be the one that will complete the *Contract*, where necessary, subject to the other provisions of these *Competition Rules*.

3.2 EXCLUSION CRITERIA/CONFLICT OF INTEREST

3.2.1 Helping organize the competition or preparing the *Competition Documents*

Anyone who has taken part in organizing the competition or preparing any *Competition Document*, as well as anyone with *Family Ties* or *Business Relations* to that person, is ineligible to participate in the competition. A *Competitor* whose *Team* includes a member prohibited from taking part under this paragraph is also ineligible.

The preceding paragraph does not apply when a document has been prepared at the request of the *City* and completed more than six (6) months earlier or is explicitly made available to all future *Competitors*, with the exception of the competition *Program*, *Competition Rules*, *Finalists'* professional services agreements and *Contract* awarded to the *Winner*.

3.2.2 *Family Ties* or *Business Relationships*

Any *Competitor* or *Finalist* that has *Family Ties* or *Business Relationships* with a member of the *Jury* is prohibited from participating in the competition.

In the case of an enterprise or company, a *Competitor* or *Finalist* with an associate or shareholder who has one or more voting shares or a director with *Family Ties* or *Business Relationships* with a member of the *Jury* is prohibited from participating in the competition.

Likewise, a *Team* with a member having such connections may not take part in the competition.

If the substitute member of the *Jury* intervenes at Stage 2, any conflict of interest with *Finalists* will be assessed by the *Professional Consultant* and not vice versa.

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

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

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

In case of any doubt about the interpretation of the exclusion criteria or if any irregularity regarding the above surfaces during the process, *Competitors* and *Finalists* must immediately contact the *Professional Consultant* in writing, regardless of the question period outlined in the schedule.

3.3 COMPETITION DOCUMENTS

Interested *Competitors* must obtain the *Competition Documents* by going on the *SEAO* website. Prior registration is required to do so.

Competitors must ensure that they have all the following *Competition Documents*:

Stage 1

- *Competition Rules* and Appendices
- *Competition Program* and Appendices
- Question and Answer documents
- Addenda
- *Finalists' Professional Services Agreement*
- *Winner's Contract*

Stage 2

- Technical Add-ons to the *Program*, where necessary
- Question and Answer documents
- Addenda

Competitors must familiarize themselves with all the *Competition Documents* before submitting their *Proposal*. Neither the *City* nor the *Professional Consultant* is responsible for management of the *SEAO*.

3.4 TEAM: LEAD DESIGNERS AND EXCLUSIVITY OF MEMBERS

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

No *Firm* may participate in preparing more than one *Proposal* or *Service Offering*, failing which the *Proposal* or *Service Offering* of the *Competitors* and *Finalists* involved will be rejected.

In the case of a *Team*, each member must duly sign a form giving signing authority to the *Lead Designer*, especially for the purposes of signing the agreement form to stay within budget, the *Finalists' professional services agreement*, *Winner's Contract* and all other representations, statements, guarantees, transfers, renunciations and actions taken by the *Lead Designer* with respect to intellectual property.

3.5 ANONYMOUS PROPOSALS

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

4 CONTEST MANAGEMENT AND COMMUNICATIONS

4.1 ANNOUNCEMENT OF THE COMPETITION

The competition is announced on the *SEAO*.

4.2 COMMUNICATION RULES

All *Competitors* and *Finalists* shall refrain from making any personal overtures to elected officials, *City* managers and members of the *Jury* regarding the competition and the *Project* that is the subject of the competition. In the event that such overtures are made during the competition period, the *City* will reject the *Proposal* or *Service Offering* of the *Competitor* or *Finalist* involved.

4.2.1 Language Requirements

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

Furthermore, the *Proposals* and *Service Offerings* must also be submitted in French. An English version may be submitted as well. In that case, the French version will take precedence in the event of conflicting interpretations. The same holds true for all verbal and written communications related to participation in the competition, as well as to the professional services rendered within the framework of the *Finalists' professional services agreement* and the *Winner's Contract*.

4.2.2 Questions and Answers

All communications regarding the competition must be in writing and pass solely through the *Professional Consultant* at the following email address during the question periods stipulated in the schedule: chantier.saintecath@gmail.com.

Questions and answers will be posted on the *SEAO*.

Communication involving the conduct of the *Professional Consultant* or the integrity of the competition process may be directed to the Comptroller General of the *City* at the following email address: cg@ville.montreal.qc.ca.

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

A copy of the questions and answers sent to the *Competitors* and *Finalists* will be forwarded to the members of the *Jury*.

4.2.3 Addenda

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

The dates stipulated in the *Competition Rules* may be revised. Any amendment to the addenda, made no later than fifteen (15) working days from the date of delivery, becomes an integral part of the *Competition Documents*. The addenda are published and emailed via the *SEAO's* website to *Competitors* who have taken possession of the *Competition Documents*.

The *City* is not responsible for receipt of the addenda.

4.2.4 Announcement of the *Finalists*

The announcement of the *Finalists* will be made in a written press release and conveyed simultaneously on the *SEAO's* website and to the *Competitors* by the *Professional Consultant* on the date stipulated in the timeline.

4.2.5 Announcement of the *Winner*

The name of the *Winner* will be announced in a written press release and conveyed simultaneously on the *SEAO's* website and to the *Finalists* by the *Professional Consultant* on the date stipulated in the timeline.

4.2.6 Confidentiality

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

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

4.3 ADDRESS FOR CORRESPONDENCE AND SUBMISSIONS

4.3.1 Communications

All communications must be sent to the *Professional Consultant* by email at the following address: chantier.saintecath@gmail.com.

4.3.2 Submission

The complete file of a *Competitor's* or *Finalist's Proposal* and *Service Offering* must be received at the following address, no later than noon EDT on the date stipulated in section 4.6:

Ville de Montréal

Service des infrastructures, de la voirie et des transports

Sainte-Cath Works Design Competition

Attention: Diane Raymond

801 Brennan Street, 10th Floor
 Montréal, QC H3C 0G4
 CANADA

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

4.4 SITE VISITS AND MANDATORY INFORMATION MEETING

No meeting or site visit is planned in Stage 1.

A mandatory individual information meeting between the *Finalists* and representatives of the *City* will be held in the week of June 6, 2016 and, where appropriate, include a site visit. Each *Team* must be represented by at least five (5) persons who are members of the *Team*. A question period will follow.

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

The *Professional Consultant* will compile the questions and answers in a report to be signed by the *Jury*, entered into the *SEAO* and sent to the *Finalists* at the start of Stage 2.

4.5 OPENING OF THE PROPOSALS AND SERVICE OFFERINGS

The opening of the *Proposals* and *Service Offerings* will be done by the *Professional Consultant* in the presence of the *City*'s project manager or his authorized representative.

4.6 COMPETITION TIMELINE

Stage 1: Call for Proposals	Date
Announcement of the competition in the media	March 17, 2016
<i>Competition Documents</i> available on <i>SEAO</i>	March 17, 2016
Question and answer period	March 17–April 27, 2016
Deadline for transmission of addenda	April 14, 2016
Submission of <i>Proposals</i>	May 5, 2016, noon EDT
<i>Jury</i> session	May 18, 2016
Communication to <i>Finalists</i> regarding the selection of their project for the next stage	Week of May 24, 2016
Announcement of <i>Finalists</i>	Week of June 6, 2016
Stage 2: Service Offerings	Date
Mandatory information meeting for <i>Finalists</i>	Week of June 6, 2016
Question and answer period	May 24–August 5, 2016
Deadline for transmission of addenda	July 25, 2016
Submission of <i>Service Offerings</i>	August 15, 2016, noon EDT
Public hearing of <i>Finalists</i> and <i>Jury</i> session	August 24, 2016
Announcement of the <i>Winner</i>	TBA

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

Subject to the stipulations in this section, no appeal may be lodged against the *City*, members of the *Jury* or the *Professional Consultant* for any reason whatsoever resulting from the preparation, presentation, receipt or analysis of the *Proposals* and *Service Offerings*. Non-compliance with a provision of the *Competition Rules* shall invalidate neither the selection process as a whole nor the recommendation of the competition *Winner*.

The *City* may decide, at any time, to suspend the *Project* competition. For greater clarity and without limiting the general scope of the foregoing, the *City* reserves the right not to retain any of the *Proposals* or *Service Offerings* received in connection with the *Project* nor award any professional services agreement to the *Finalists* or the *Winner's Contract*.

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

- If the *City* terminates the competition during implementation of the *Finalists'* professional services, the *City* will cover, on behalf of the *Finalists* involved, the cost of professional services rendered under the said contracts up to the date of their cancellation upon presentation of supporting documents, up to the amount provided for in paragraph 1 of section 5.2.
- If the *City* fails to award the *Contract* to the *Winner* in the twelve (12) months following the *Jury's* recommendation of the winning *Project*, the *City* will pay the said *Winner* the following lump sum, including all applicable taxes, with the understanding that this delay may be extended with the mutual agreement of the parties: \$24,900, including taxes.

No other amount will be paid by the *City*.

5 COMPENSATION

5.1 STAGE 1: CALL FOR PROPOSALS

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

5.2 STAGE 2: SERVICE OFFERINGS

Each *Finalist* who presents a *Service Offering* deemed to meet the *Competition Rules* will receive a lump sum of \$24,900, including taxes, upon receipt of an invoice to this effect, on condition that a *Finalist's* professional services agreement (Appendix C) has been signed beforehand.

In signing the *Finalist's* professional services agreement, each *Finalist* agrees to comply with the conditions of the agreement to complete the *Project* if its *Service Offering* is retained by the *City*.

Unless stipulated in this section, no other amount will be paid to the *Finalist* for preparing and submitting its *Service Offering*.

5.3 PROFESSIONAL FEES TO COMPLETE THE PROJECT

All information regarding the professional fees to complete the *Project* is attached to the *Winner's Contract* appended to these *Competition Rules*.

The *Winner* agrees to sign and comply with the conditions of the *Contract* to complete the *Project*. This *Contract* forms part of the *Competition Documents*.

5.4 REFUNDABLE EXPENSES

There are no refundable expenses for Stages 1 and 2. Travel costs are included in the final amount of \$24,900, including taxes.

5.5 TAXES

The *City* is subject to applying taxes. Estimated construction or production costs must not include taxes.

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

- Federal tax: 5%
- Provincial tax: 9.975%

6 PRESENTATION, SUBMISSION AND EVALUATION OF PROPOSALS AND OFFERINGS

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

6.1.1 Content of the *Proposal*

Each *Proposal* must include:

- Competitor's* information file and additional information
- A0-size board for illustrating the concept
- Text describing the concept
- Certifications
- Addenda
- Digital version of these documents

a) *Competitor's* Information File and Additional Information:

The *Competitor's* information file in Appendix B must be duly completed and signed. To ensure the anonymity of the *Proposal*, each *Competitor* must personally choose an identification code beginning with three (3) numbers followed by two (2) letters (e.g. 123AB). The code should not refer in any way to the name of the *Competitor* (*Team* or *Firm*). Avoid numbers that are likely to be used by more than one *Competitor* (e.g. 000AA - 999ZZ - 123GO, etc.).

b) Board for Illustrating the Concept:

Sketches must fit on one (1) A0-size sheet mounted on a rigid backing and aligned horizontally. The *Competitor's* identification code (e.g. 123AB) must appear in the lower right-hand corner of the board, in 36-point Arial font. Arial font should be used for titles, legends and all other written identification. The information on the sheet must not in any way identify the *Competitor*.

The following drawings must appear on a single board:

- 1:1000 scale axonometric drawing or site overview of Sainte-Catherine Street (from the map provided in Appendix B of the *Program*). This view must show the design amenities and signage strategies.
- A daytime perspective view (computer-generated image) of Sainte-Catherine Street, at

- the entrance to the work site on the corner of Bleury Street, affording an appreciation of the experience of the newly created urban areas.
- A nighttime view showing strategies for signage, routes and access to shops.
- Any other visual element that would be useful to understanding the proposed concept.

c) Text:

The text briefly describes the elements of the *Proposal* that should be considered to appreciate its true value and covers both the conceptual intentions and the tangible experience of the urban areas created. The following elements in particular should be addressed: users' experience of the amenities; ability to move the project forward over time, versatility and flexibility of the concept to adapt to construction in phases; signage and communication strategies.

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

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

d) Certifications:

The following certifications (proof of eligibility) must be forwarded in the "Identification" envelope:

For one of the *Designers*:

- Certification of membership in an order or professional association (certified member) in the fields of development and design (architecture, landscape architecture, urban planning, urban design, interior design, environmental design, industrial design or graphic design)
OR
- Certification of a university degree (copy of the degree) in the fields of development and design (architecture, landscape architecture, urban planning, urban design, interior design, environmental design, industrial design or graphic design)
OR
- Letter of peer recognition for a person with at least five (5) years of experience and a peer-recognized practice in the relevant field. Where necessary, the recognition must be attested to by a person who would be eligible for the competition based on the first two (2) stated criteria
AND
- Proof of professional liability insurance to a minimum of CA\$2 million

For the *Lead Designer*:

- Certification of membership for more than five (5) years in an order or professional association (certified member) in the fields of development and design (architecture, landscape architecture, urban planning, urban design, interior design, environmental design, industrial design or graphic design)
OR
- Certification of a university degree (copy of the degree) obtained more than five (5) years earlier in the fields of development and design (architecture, landscape architecture, urban planning, urban design, interior design, environmental design, industrial design or graphic design)

- OR
- Certification that the individual has at least five (5) years of experience and a peer-recognized practice in the relevant field. The person attesting to this must have been a member of an order or professional association or a university graduate in the above-mentioned fields for more than five (5) years
- AND
- Proof of professional liability insurance to a minimum of CA\$2 million

In the case of a *Team*:

- Certification of signing authority (section 3.4)

e) Addenda:

The *Competitor* must attach a list of addenda issued by the *SEAO* and received during Stage 1 of the competition. Each copy must be duly signed by the *Lead Designer* and included in the “Identification” envelope.

f) Digital Version of the Documents:

The *Competitor* must provide a digital version (on CD, DVD or USB flash drive) of the above-described documents in PDF format at 300 dpi.

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

6.1.2 Submission of the Proposal

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

- Prepare a sealed envelope on which only the *Competitor’s* identification code and the title “Identification” is written. This envelope must contain the following items:
 - Duly completed identification file (Appendix B) (one copy only)
 - Required proof of eligibility (one copy only)
 - Signed addenda (one copy only)
- Prepare a second sealed envelope on which only the *Competitor’s* identification code and the title “*Proposal*” is written. This envelope must contain the following items:
 - Text describing the concept (10 copies)
 - Digital version of the documents
- Package the board in a single parcel with an opaque protective covering.
- Send the above to the following address, ensuring receipt before the stipulated deadline on the competition schedule:

Ville de Montréal

Service des infrastructures, de la voirie et des transports
Sainte-Cath Works Design Competition
 Attention: Diane Raymond
 801 Brennan Street, 10th Floor
 Montréal, QC H3C 0G4
 CANADA

The *Competitor’s* identification code or any other clue to the *Competitor’s* identity must not appear anywhere else on the identification file.

The *City* may not be held responsible for any destination error or missed submission deadline by the *Competitor* or a third party, nor for any tear, damage or deterioration of a document in its possession.

6.1.3 Method of Evaluating the *Proposal*

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

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

The *Proposals* are then assessed based on the evaluation criteria presented in section 6.1.4. Ideally by consensus if not by vote, the *Jury* selects a maximum of five (5) *Finalists* that it recommends to the *City* for Stage 2 of the competition. A summary of the deliberations is entered in the detailed report of the *Jury*.

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

The *Jury's* decision is final and binding.

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

6.1.4 Evaluation Criteria for the *Proposal*

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

Experiential and perceptual issues: relevance and originality of the proposed experience; ability to advance the *Project* in time and across seasons; implementation of amenities to make the site attractive and interesting during the span of the work; user-friendly atmosphere; neatness and transparency of the public space; creation of a strong and emblematic concept; potential for approval by users and neighbouring establishments and residents.

Aesthetic issues: proper ratio with the surrounding area; integration of the concept and enhancement of the area with the existing built environment; resonance with the identity of Sainte-Catherine Street; visual qualities of the concept in all seasons, day and night.

Signage, communication and announcement issues: ability of the concept to facilitate the movement and direction of users; creation of an innovative and effective communication system for visitors and neighbouring establishments and residents; information component of the work site and future streetscaping project.

Functional and operational issues: versatility and flexibility of the concept to adapt to construction in phases and work site activities that can change at any time; lack of impediments to the work as a whole; ability to solve the main irritants of the work site; compliance with safety regulations for public spaces; technical and technological *feasibility* of the concept; low-maintenance requirements.

Environmental and ecological issues: sensitivity to coexistence with various users and taking into account the neighbouring establishments and residents; reduction of the ecological footprint of manufacturing and mounting from implementation to the end of the concept's life cycle.

6.1.5 Decision of the Jury

At the end of Stage 1, the *Professional Consultant* will notify the *Competitors* individually in writing of the name of the *Finalists* retained by the *Jury*.

The announcement of the *Finalists* will be posted on the *SEAO* and sent by the *Professional Consultant* to all the *Competitors*. It may also be disseminated on the website of the Ville de Montréal's Bureau du design at designmontreal.com.

The *City* will issue a press release to announce the competition *Finalists*.

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

6.2.1 Prior Commitment to the Service Offering

Before beginning Stage 2 of the competition, each *Finalist* must sign a *Finalists'* professional services agreement (Appendix C) and forward it to the *City* for signing.

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

6.2.2 Contents of the Service Offering:

Each *Service Offering* must include:

- The *Team* presentation file
- Two (2) AO-size boards for illustrating the concept
- Text
- Cost estimate
- Supporting visual presentation at the hearing
- Credits
- Addenda
- Agreement form to stay within budget
- Digital version of the *Service Offering* documents
- Participation in a public hearing before the *Jury*

The contents, illustrations, scales and forms of expression of the *Service Offering* to be provided by each of the *Finalists* must meet all the points in the instructions below.

a) Team Presentation File:

The *Finalist's* presentation file must be no more than twenty-six (26) pages, letter format (8½" x 11"), vertical orientation (portrait) and include:

- The presentation of the *Competitor*
- *Project* file
- *Team* and structure
- Organizational chart
- Fee schedule

Presentation of the *Competitor* – maximum 3 pages (including the cover page):

- Indicate the *Lead Designer's* name and contact information.
- Indicate the name of the other *Designers, Engineers* and *Outside Consultants*, if

applicable, that make up the *Team*, specifying their field of expertise.

Project file – maximum 10 pages:

Submit documents related to five (5) design projects completed in the past seven (7) years that the *Team* (or entities that make up the *Team*) consider particularly significant and relevant to show its ability to meet the challenges of the *Project*, which is the object of the competition. If the *Team* was not responsible for all the services, specify the name of the other *Firms* involved and the responsibilities of each of these, as well as the contractual relationship with the client. The submitted *Projects* can be presented using photos or drawings and a text that explains the major design choices.

Provide the following information for each project:

- Name of the *Project*
- Name of the client
- Name of the *Coordinator*, *Designers*, *Engineers*, *Firm* or *Team*, as well as the name of the *Designers* tasked with the design (if different from the *Coordinator*)
- The % of responsibility and the tasks undertaken by the *Team* in the project
- The summary timeline of the project, including the start and end dates of the design, as well as the start and end dates of the construction work
- The planned and final budgets with a brief explanation of the variance, if applicable

Team and structure – maximum 10 pages:

- Name each entity forming the *Team*.
- Describe each entity of the *Team*, including the types of *Outside Consultants* required for the *Project*.
- Describe the overall experience of the *Team* members.
- List the human resources that the *Team* has.
- List the mentions in the press and awards received by the *Team* members.

Organizational chart – maximum 2 pages:

Present the *Team's* organizational flow chart. Identify the *Coordinator*, *Designers*, *Engineers* and *Outside Consultants* assigned to the *Project* and provide the following for each of them:

- Their name and the name of their *Firm*
- Number of years of experience
- The role each one is called on to play within the *Team*

Fee schedule – maximum 1 page:

Present a fee schedule for each person or function indicated in the organizational chart.

b) Boards for Illustrating the Concept:

The *Project* sketches prepared by the *Finalists* must fit on two (2) A0-size sheets mounted on a rigid backing and be aligned horizontally. A five (5) cm band at the bottom of each board is reserved for the *Finalist's* identification code (on the left-hand side) and the board number (on the right-hand side). Arial font should be used for titles, legends and all other written identification, with the exception of the *Firm's* identification, which can use the agency's normal graphic signature.

Board No. 1: Redesigning the work site

- 1:1000 scale axonometric drawing or site overview of Sainte-Catherine Street. This view must show the design strategy at approaches and areas adjacent to the work site and be revised in light of the *Jury's* comments from Stage 1, if applicable.
- 1:250 scale partial view, the placement to be chosen by the *Finalist*.
- Two (2) perspective overviews of a section of Sainte-Catherine Street to be chosen to provide an appreciation of the experience of the new spaces created. These two (2)

- comparative views help in understanding the versatility and flexibility of the concept in adapting to construction in phases over time and across seasons. One of the views must be a daytime setting in summer and the other a nighttime setting in winter.
- A four-year timeline mapping out the evolving nature of the concept and its key events.
 - Any other visual element that would be useful to understanding the design amenities related to the proposed concept.

Board No. 2: Work site communication

- A series of images that help in understanding the graphic identity of the work site and some examples of its deployment. At a minimum, this should include the work site signature (name and logo).
- A close-up perspective view, near the fenced-in areas of the work site, showing strategies to direct users and provide access to shops (including an access ramp).
- A perspective view (exterior view) of the physical on-site source of information (booth).
- Any other visual element that would be useful in understanding signage related to the proposed concept.

c) Text:

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

- Layout: letter format (8½" x 11"), vertical orientation (portrait)
- Maximum 1,000 words
- Font: minimum 10-point Arial or similar
- Printing: single-sided, choice of colour or black-and-white
- Illustrations may be added to the text but must be taken integrally from the boards.

d) Cost Estimate:

The cost estimate must be prepared using UniFormat Level 2 (Classification C).

- Layout: letter format (8½" x 11"), vertical orientation (portrait)
- Printing: single-sided only
- Estimated costs to complete the concept (total budget of \$2,800,000, including taxes) in 2017 Canadian dollars
- The total estimate must take into account all the work required to obtain a complete finished product.
- The cost estimate must include contingency fees.

e) Supporting Visual Presentation at the Hearing:

Visual support for the hearing must be in PDF format and sent to the *Professional Consultant* for technical verification at least two (2) working days before the hearings. The presentation used must not contain any elements other than those already in the *Service Offering* documents. Any new element will be removed prior to the hearing. The *Finalists* have no material to bring; everything will be provided upon their arrival at the hearing. The required number of pages is at the discretion of the *Finalists*. The PDF document *Projects* on the screen at 4:3 in landscape orientation.

f) Credits:

The credits list the persons who helped prepare the *Service Offering* as they should appear in all publications following the competition.

- One sheet only, letter format (8½" x 11"); vertical orientation (portrait)

g) Addenda:

The *Finalist* must attach a list of addenda issued by the *SEAO* and received during Stage 2 of the competition and duly signed by the *Lead Designer*.

h) Agreement Form to Stay Within Budget:

The *Finalist* must attach the form in Appendix D duly signed by the *Lead Designer*.

i) Digital Version of the Documents:

Each *Finalist* must provide a digital version of the documents described above in PDF format at 300 dpi, and extract each of the images on the boards and save them in JPEG format at 300 dpi.

6.2.3 Submission of the *Service Offering*

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

- Attach:
 - The *Team* presentation file (10 copies)
 - Text (10 copies)
 - Cost estimate (10 copies)
 - Credits (1 copy)
 - Signed addenda (1 copy)
 - Agreement form to stay within budget (1 copy)
 - Digital version of the *Service Offering* (with the exception of the visual presentation for the hearing, which must be sent two (2) working days before the public hearing)
- Package the boards in a single parcel with an opaque protective covering.
- Send all the above to the following address, with the mention “Sainte-Cath Works Design Competition” clearly visible, ensuring receipt before the stipulated deadline on the competition schedule:

Ville de Montréal

Service des infrastructures, de la voirie et des transports
Sainte-Cath Works Design Competition
Attention: Diane Raymond
801 Brennan Street, 10th Floor
Montréal, QC H3C 0G4
CANADA

The *City* may not be held responsible for any destination error or missed submission deadline by the *Finalist* or a third party, nor for any tear, damage or deterioration of a document in its possession.

6.2.4 Public Hearing before the *Jury*

The *Finalists'* public hearings before the *Jury* are an integral part of their *Service Offering*. These hearings take place before the public, which are nonetheless prohibited from interfering in the proceedings. Each *Finalist* has 20 minutes to present their *Project*, followed by a 20-minute period of questions from the *Jury*.

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

A *Finalist* must be represented by a maximum of five (5) persons, one (1) of whom must be the *Team's Coordinator*. The latter's absence on the established date and time of a *Finalist's* hearing may result in the rejection of their *Service Offering*.

The presentation must cover all the evaluation criteria stipulated in section 6.2.6 of the *Competition Rules*.

The presentation must be in French.

6.2.5 Method of Evaluating the *Service Offering*

At the opening of the *Service Offerings*, the *Professional Consultant* and the person in charge of the *Project* at the *City* verify that the submitted documents meet the requirements as set out in the *Competition Rules* and that the information specified in section 6.2.2 has been provided.

Following the analysis of admissibility, the *Professional Consultant* will forward the compliant *Service Offerings* received to the *Jury*.

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

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

The evaluation process normally proceeds as follows:

- The *Jury* receives the report of admissibility.
- The *Jury* reviews the *Service Offerings*.
- Each *Finalist* participates in a public hearing.
- After deliberating, the *Jury* recommends the *Winner* to the *City*.

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

The *Jury* reserves the right to grant honourable mentions.

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

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

The *Jury's* decision is final and binding.

6.2.6 Evaluation Criteria of the *Service Offering*

A *Service Offering* presents the ideas and strategies that are prioritized by a *Competitor* to address the challenges of the *Project*. The *Jury* evaluates the *Service Offering* in accordance with the above-mentioned procedure by applying the criteria that relate to the issues and challenges specific to the *Project*. These criteria are judged on an equivalent basis, with the exception of the *Feasibility* criterion, which must be met before the others can be considered at their fair value by the *Jury*. The criteria are the same as those in Stage 1, with the following additions:

- ***Feasibility***: technical and technological feasibility of the project taking into account the requirements of innovation and uncertainties; use of materials, labour and accessible and available technologies; compliance with the overall budgetary framework; realism of the *Service Offering* taking into account the timeline and the development and infrastructure work to be done by the *City*.

- **Team’s Qualification to Fulfill the Mandate:**
 - Experience and expertise of the *Designers* or *Design Firm*: 30%
 - Experience and expertise of the *Coordinator*: 15%
 - Relevance of previous projects submitted: 30%
 - Organization and structure of the *Team*: 25 %

6.2.7 Decision of the *Jury*

At the end of Stage 2, the *Professional Consultant* will notify the *Finalists* individually in writing, as soon as possible and, at the same time, of the name of the *Winner* retained by the *Jury*.

Finalists are bound to keep this information confidential and may not publish any element whatsoever of their *Service Offering* prior to the public announcement of the results of the competition.

The announcement of the *Winner* will be posted on the *SEAO* and may also be disseminated on the website of Ville de Montréal’s Bureau du design at designmontreal.com.

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

The *Professional Consultant* will draft, as soon as possible, the report of the *Jury* and send it to each member of the *Jury* for approval. This report presents a clear summary of the main arguments for and against each *Proposal*, in reference to the evaluation criteria.

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

6.3 DISQUALIFICATIONS AND REJECTIONS

Any document in excess of those required under the *Competition Rules* will be removed from the *Proposal* and *Service Offering* before being evaluated by the *Jury*.

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

6.3.1 Stage 1: Call for *Proposals*

In addition to the reasons the *City* may invoke for rejecting a *Proposal* under sections 3.1 and 3.2 and subject to section 6.3.3, the following are rejected:

- A *Proposal* received and submitted after the date and time for submissions stipulated in the *Competition Rules* or addenda, as the case may be
- A *Proposal* not signed by the duly authorized *Lead Designer*
- A *Proposal* that does not contain all the signing authorizations (refer to section 7.3 of the *Competition Rules*)
- An incomplete *Proposal* or one that fails to comply with the *Competition Rules*.

6.3.2 Stage 2: *Service Offerings*

Subject to sections 3.1, 3.2 and 6.3.3, the following are rejected:

- A *Service Offering* received and submitted after the date and time for submissions stipulated in the *Competition Rules*
- An incomplete *Service Offering* or one that fails to comply with the *Competition Rules*
- The *Service Offering* of a *Finalist* who failed to attend the information session or public hearing of its *Service Offering* before the *Jury*.

6.3.3 Delay in Remediating Certain Shortcomings

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

- Missing document required under section 6.1.1 or 6.2.2 of the *Competition Rules*
- Missing signature of the *Lead Designer* on the competition forms that require it
- Missing signing authorizations as described in section 7.3 of the *Competition Rules*

If the *Competitor* or *Finalist* fails to remedy the situation within the prescribed timeline, its *Proposal* or *Service Offering*, as the case may be, will be rejected. The said corrections cannot alter the qualitative aspect of the *Proposal* or *Service Offering* (board, text, estimate).

7 COMPETITORS' OBLIGATIONS

7.1 CONSENT

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

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

The *City* may grant access to this information under certain circumstances.

7.2 EXAMINATION OF THE DOCUMENTS

Each *Competitor* and *Finalist* must ensure that all the Call for *Proposals* and *Service Offerings* documents listed in the *Competition Rules* and those on the list of forwarded documents have been received. Unless otherwise indicated by the above prior to the opening of the *Proposals* and *Service Offerings*, it is presumed that the *Competitor* and *Finalist* have received all the documents.

Each *Competitor* and *Finalist* must carefully examine these documents and is responsible for informing themselves about the purpose and requirements of the competition.

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

7.3 SIGNATURES

Stage 1: Call for *Proposals*

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

- If the member of the *Team* is a legal person, the authorization must be recognized in a copy of the resolution by the legal person to this effect.
- If the member of the *Team* is an enterprise (within the meaning of the Québec Civil Code), it must provide a proxy or shareholders' resolution authorizing the persons named to prepare and sign the *Proposal* and all other accompanying documents.

These signing authorizations must be appended to the Stage 1 *Proposal*.

7.4 WITHDRAWAL OF AN OFFER

By signing the *Finalists'* professional services agreement, the *Finalist* agrees to submit a *Service Offering* within the stipulated deadlines.

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

8 FOLLOW-UP TO THE COMPETITION

8.1 PROFESSIONAL SERVICES AGREEMENT

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

The *Contract* appears in Appendix E.

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

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

The parties to the *Contract* will be:

- The *City*
- The *Lead Designer* who will be the *Coordinator* for the purposes of the *Contract* for completion of the *Project*

The *Engineers*, members of the *Winning Team*, must be a party to the *Contract* entered into with the *City* to complete the *Project*, where applicable.

The *Outside Consultants*, members of the *Winner's Team*, are not party to the *Contract*. Nevertheless, the *City's* contractual partners are severally liable for the performance of all the services that must be rendered by the said *Outside Consultants* to complete the *Project*. The *Winner* who wishes to change a member of the *Team* during the performance of the *Contract* must obtain the prior written authorization of the *City's* representative designated in the *Contract*, subject to the mandatory maintenance of the *Lead Designer* on the *Team*.

The maximum fees payable for all the professional services required to complete the *Project*, including the services of *Outside Consultants*, are set out in the appended *Contract*.

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

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

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

The winning concept may be the subject of requests for adjustments from the *City* or other groups or persons who have a right of review of the concept's completion. In this case, the *Winner* agrees to collaborate fully, within reason and without claiming additional fees, to adapt its concept to circumstances that may change during development of the *Project*, including streamlining the work to better adapt to the progress of the *Project*, the timeline and related costs. These changes must be strictly adjustments to the concept and not alter its very essence.

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

8.2 RETURN OF SERVICE OFFERINGS

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

8.3 ANNOUNCEMENT

At the close of the competition, the *City* agrees to announce the results of the competition, consisting of the *Finalists' Service Offerings*, including that of the *Winner*. The *City* may mount an exhibition or other activity. On this occasion, the *Winner* will be invited to present their *Service Offering* to the public within the framework of a conference.

The *City* may also ask the *Winner* to present their *Service Offering* to the *City's* elected officials. Details of the terms and date of these presentations will follow later.

The *Finalists' Service Offerings* will be posted on the website of Ville de Montréal's Bureau du design at designmontreal.com.

9 INTELLECTUAL PROPERTY

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

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

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

The *City* agrees to include the name of the *Winner* of the competition to whom the *Contract* has been awarded in all its publications about the *Project*. Furthermore, the *City* freely grants to the *Winner* of the competition to whom the *Contract* is awarded a non-exclusive, royalty-free licence, for an unlimited time, authorizing the *Winner* to reproduce their *Proposal*, in whole or in part, on any medium whatsoever for promotional purposes only.

The *Winner* of the competition guarantees the *City* that the *Winner* holds all the rights entitling the transfer of all the intellectual property rights and waives the exercise of their moral rights and, as such, the *Winner* indemnifies and saves the *City* harmless from any and all legal action, claims or demands stemming from this waiving of rights and indemnifies the *City* from any indictment or judgment issued against the *Winner* in principal, interest and costs.

9.1 CREDITS

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

10 CONTRACT MANAGEMENT POLICY

Ville de Montréal's contract management policy (hereafter the appended "*Policy*") applies to this competition, the necessary adaptations having been made.

By submitting a *Proposal*, *Competitors* declare that they have familiarized themselves with the *Policy*, that they understand its terms and scope and that they make all the solemn declarations required in the application of the *Policy* as if these declarations were reproduced in full in its *Proposal* and *Service Offering*, and make the commitments stipulated in subsection 6 of the *Policy*.

11 EVALUATION OF THE WINNING OFFER AND ABILITY TO TENDER

In December 2012, the Government of Québec adopted Bill 8, *An Act to amend various legislative provisions concerning municipal affairs*, amending section 573 of the *Cities and Towns Act* by inserting subsection 2.0.1 giving municipalities the right to reject, on certain conditions, any tender from a contractor or supplier having received an unsatisfactory performance assessment in the two (2) years before the tender opening date. This provision entered into effect by government decree on June 26, 2013.

Accordingly, stringent and documented follow-up will be done during the contract. Subsequently at the end of the contract, the performance of the *Winner* will be assessed based on a set of pre-established criteria, grouped by theme. The thematic grid, including the weighting and thematic criteria, is provided in Appendix F.

If the *Winner's* performance is found to be unsatisfactory, an evaluation report will be sent to the *Winner* no later than sixty (60) days after the end of the contract. Following receipt of the report, the supplier or contractor will have a period of thirty (30) days to forward comments to the designated person in charge of the evaluation. Following receipt of these comments, if the designated person upholds the conclusions, the unsatisfactory performance evaluation may be sent for endorsement by the *City's* executive committee within sixty (60) days.

The *City* reserves the right to refuse any application from a *Competitor* or *Finalist* who, in the two (2) years prior to the date of the opening of the *Proposal* or *Service Offering*, was the subject of an unsatisfactory performance evaluation by the *City* or if a member of their *Team* or one of their subcontractors, as the case may be, was the subject of such an evaluation in the same period.

If this unsatisfactory performance evaluation becomes known about the *Winner* or a member of their *Team* or one of their subcontractors, as the case may be, after the awarding of the *Contract*, the *City* reserves the right, at its sole discretion, to terminate the *Contract*.

The *City* also reserves the right, at its sole discretion, to terminate the *Contract* in the event that it is made aware of the identity of a member of the *Winner's Team* or one of their subcontractors after the *Contract* is awarded and that this member of the *Team* or subcontractor has been the subject of an unsatisfactory performance evaluation by the *City* in the two (2) years prior to the date of the subcontract.