

# COMPETITION RULES

## **Better Insight, Onsite**

International design competition for the creation of  
worksite information modules

Bureau du design, Ville de Montréal

Montréal 

Secrétariat  
à la région  
métropolitaine

Québec 



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## PREFACE

Upgrading of underground infrastructure, implementation of new mass-transit networks, development of streets and new parks as well as construction and restoration of major buildings and public art works are all situations requiring the establishment of urban worksites; these significant transformations in the workings of cities aim at long-term enhancement of the quality of the living environment as well as the cities' overall attractiveness. Though they are essential steps in the renewal of cities for the 21st century, these worksites are disruptive both to the economic activities of business communities and to the daily lives of citizens, with impacts on mobility, access to services and retailers, and general peace and quiet.

Committed to improving citizens' living environment and maintaining the attractiveness and economic health of arteries and districts affected by work, the Ville de Montréal is seeking to implement a toolbox consisting of various 2D and 3D communications and wayfinding platforms that must meet the following three objectives: better delimiting; better directing; and better informing. This competition's specific focus is on the "Informing" component of the toolbox, to consist of 3D platforms called worksite information modules.

By bringing ideas together, the competition will seek to generate innovative, high-quality solutions and will result in the selection and commissioning of a design firm or team that will be awarded a professional-services contract for the detailed design, plans and specifications, as well as concept implementation follow-up and optimization as part of a pilot project to be conducted in summer 2017.

This design competition is organized in close collaboration with the 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 the 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

### **Business Relationship**

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

### **City**

The Ville de Montréal.

### **Competition Documents**

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. He or she must have a minimum of five (5) years of professional experience and be practicing out of an office located in Québec at the time of entering the competition.

### **Designer**

Is considered to be:

i) a member of an order or professional association in the fields of development and design (architecture<sup>1</sup>, 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).

In all cases, the Designer must be covered by professional liability insurance to a minimum of CA\$2 million.

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<sup>1</sup> In these Competition Rules, an Architect is considered to be a Designer.

**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.

**Graphic Designer**

Is considered to be:

- i) a member (professional or regular) of a graphic design professional association;
- OR
- ii) any graduate of a university program in graphic design;
- OR
- iii) any 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 stated criteria (i and ii).

In all cases, the Graphic Designer must be covered by professional liability insurance to a minimum of CA\$2 million.

**Industrial Designer**

Is considered to be:

- i) a member (professional / certified) of a professional association in the field of industrial design;
- OR
- ii) any graduate of a university program in industrial design;
- OR
- iii) any 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 stated criteria (i and ii).

In all cases, the Industrial Designer must be covered by professional liability insurance to a minimum of CA\$2 million.

**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.

**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 two (2) years of professional experience in the field of development and design (in the disciplines mentioned herein).

### **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.

### **OIQ**

Ordre des ingénieurs du Québec

### **Outside Consultant**

Any natural person or corporate entity, whether or not they are a member of a professional association or enterprise, whose specialized services are retained by the Competitor or Finalist to help prepare 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 design 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**

Detailed design of site information modules, including plans, specifications, design implementation follow-up and design optimization within a pilot project that will take place in summer 2017.

### **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 (the 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

Committed to improving citizens' living environment and maintaining the attractiveness and economic health of arteries and districts affected by work, the Ville de Montréal is seeking to implement a toolbox consisting of various 2D and 3D communications and wayfinding platforms. This toolbox project aims to:

- give site managers greater autonomy (planning phase);
- simplify the management/operation of worksites (implementation phase);
- eliminate case-by-case/piecemeal addressing of issues;
- reduce mitigation costs;
- position Montréal as a city that better manages its worksites.

Specifically, the tools developed must fulfill the following three objectives:

- better **delimiting** (work zone, materials zone, user traffic zone);
- better **directing** (before and during the work; access to retail businesses, buildings and other services);
- better **informing** (summary of the work and the future project).

This process has brought together all the City's stakeholders concerned with mitigating urban worksites, including the Bureau du design, the Service des communications, the Service des infrastructures, de la voirie et des transports and the elected officials responsible for worksites.

At this time, the Ville de Montréal's Service des communications along with an outside graphic design firm have undertaken a project for the "Delimiting" objective, and this same firm currently has a project underway for the "Directing" objective. This competition's specific focus is on the "Informing" component of the toolbox, to consist of 3D platforms called worksite information modules.

This competition invites the design community to reflect on the topic of the worksite module as a mitigation tool and communications platform to assist in the understanding of construction/rehabilitation work in progress. The modules will not only inform residents and visitors about the site and its impacts but may also serve as tools for interpretation of the history of the site, the eventual design, the key stages of construction, the various stakeholders, or any other relevant aspect to be communicated relative to the worksite or its location. Users will be provided a better understanding of the work, which will help them better prepare for the resulting disruptions.

The Ville de Montréal intends to acquire modules of at least two scales that can be adapted to differing site contexts and scales and can be rapidly deployed at all sites requiring them (commercial arteries, neighbourhood streets, parks, buildings, etc.). Module 1 will be at a reduced scale, for use on sites with space restrictions, among others. Module 2 will be approximately four times larger and allow for the communication of more information. Both modules must, via both form and content, achieve the following objectives:

- be a physical reference marker to support residents in the event of questions or problems related to the worksite;
- provide information to citizens and visitors well ahead of the start of work;
- inform citizens on the nature and scope of the work in progress, as well as about the parties responsible for its execution;
- enable the provision of periodic information updates for residents, e.g., in case of unforeseen circumstances;
- inform citizens and visitors about which services and retailers remain accessible and/or have been relocated;
- inform users about the future design of the site, if applicable;
- function as an interpretation tool to help people understand the worksite and its location,

- and engage the interest of passersby; and
- reduce the number of calls and complaints from citizens regarding the worksite.

The concept presented must be original and not have been used before.

## **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 the design Firm or design 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.

The competition aims to select a Winner who would be awarded a four-part mandate:

- finalizing the design and the necessary plans and specifications for prototypes of the two scales of modules (March–April 2017);
- follow-up on prototype manufacturing and installation (May 2017);
- support during the prototype observation and adjustment phase on various worksites (May–November 2017);
- adjustments to the design and production of final plans and specifications to complete all the model tools for mitigating worksite impacts (already including the delimiting and directing aspects) (November–December 2017).

## **1.3 TYPES OF COMPETITION**

Project competition:

- Design
- International in scope
- Held in two stages: the first involving anonymous Proposals and the second involving Service Offerings submitted by a maximum of four (4) Finalists chosen by the Jury.

This design competition is intended for Designers, design Firms and 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 Anonymous 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 four (4) anonymous Proposals. In preparation for the second stage, the Finalists must attend a mandatory 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 and related documents, 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 (for prototypes and production) by attaching the form provided to this effect in Appendix E.

The Project's total budget in the prototyping phase in 2017 is fifty thousand dollars (\$50,000) plus taxes for the production and implementation of a combination of four (4) modules 1 and three (3) modules 2, on four (4) worksites, over the period of May to November 2017.

In addition to the amount of ten thousand dollars (\$10,000) plus taxes that will have been awarded to Stage 1 Finalists, a Contract for forty-seven thousand dollars (\$47,000) plus taxes will be awarded to the Winning Firm or Team to finalize design, draw up plans and specifications, and provide follow-up for prototype construction and implementation on the worksites as part of a pilot project that will take place in the summer of 2017.

At its conclusion, after prototype optimization, the maximum expected production cost is assessed at three thousand dollars (\$3,000) plus taxes for Module 1 and six thousand dollars (\$6,000) plus taxes for Module 2.

The cost of production (price sold to the City) includes:

- Materials costs (structure and printing surfaces);
- Printing costs;
- Manufacturing and factory assembly labour costs;
- On-site assembly costs if required;
- Manufacturing contingencies (10%).

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.

## **2 COMPETITION OFFICIALS**

### **2.1 PROJECT MANAGER**

The Ville de Montréal's Bureau du design 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 sole point of contact for Competitors and Finalists.

The City has retained the services of Véronique Rioux, industrial designer and ADIQ member, as principal Professional Consultant for this competition. She will be assisted by Sophie Julien, landscape architect and urban designer (preparation of the Competition Documents) and Marie-Claude Plourde, M.Arch., PhD student and lecturer in Communications at UQAM (implementation of the Competition).

## **2.3. JURY**

### **2.3.1 Composition**

The Jury, whose Chair is appointed by its members, is composed of seven (7) 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 (see Appendix A for the jurors' biographies):

- Louis Beauchamp, Directeur du Service des communications (director of the communications department), Ville de Montréal
- Pierre Gauvre, Design Commissioner, Bureau du design, Ville de Montréal
- Bryan-K. Lamonde, graphic designer, partner, Bureau Principal
- Félix Marzell, industrial designer, president, DIX au carré
- Judith Portier, CEO, Design par Judith Portier Inc.
- Alexander Römer, architect, constructlab (Berlin)
- Owen Rose, senior architect, rose architecture

### **2.3.2 Role**

The role of the Jury includes:

- 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 arguments that justify its decisions.

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 Designer with two (2) years of professional experience, or any Firm or Team that includes at least one Designer with two (2) years of professional experience, is eligible to enter Stage 1 of the competition.

At Stage 2 of the competition, all Firms and Teams must meet the following conditions:

- Having at least one industrial Designer;
- Having at least one graphic Designer;
- Having at least one Engineer;
- Having at least one Coordinator with a minimum of five (5) years of professional experience and who practices out of an office located in Québec at the time of entering the competition.

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 Relations 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 through 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 anonymous 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 or Firm 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.

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 C) 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 the 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 e-mail address during the question periods stipulated in the schedule: [concours.modulesdechantier@gmail.com](mailto:concours.modulesdechantier@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 e-mail address: [cg@ville.montreal.qc.ca](mailto: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 e-mailed 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 e-mail at the following address: [concours.modulesdechantier@gmail.com](mailto:concours.modulesdechantier@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.

At Stage 1, the Competitor’s full Proposal file must be submitted electronically to the following e-mail address: [concours.modulesdechantier@gmail.com](mailto:concours.modulesdechantier@gmail.com)

At Stage 2, the Finalist’s Service Offering file must be submitted physically to the following address:

**Ville de Montréal**

Bureau du design  
 Concours de design - Pour mieux informer sur le chantier  
 À l'attention de Diane Cantin  
 303, rue Notre-Dame Est, 6<sup>e</sup> étage  
 Montréal (Québec) Canada, H2Y 3Y8

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 MANDATORY INFORMATION MEETING**

No meeting or site visit is planned in Stage 1.

A mandatory information meeting between the Finalists, the Professional Consultant and representatives of the City will be held on January 11 and 12, 2017. This meeting, which can be held long-distance via conference call or videoconference as needed, will include, among other things, the presentation of the Program and the transmission of complementary information as appropriate. Each Team must be represented by a maximum of three (3) 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 document that will be 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 or her authorized representative.

**4.6 COMPETITION TIMELINE**

<b>Stage 1: Call for Proposals</b>	<b>Date</b>
Announcement of the competition in the media	October 12, 2016
Competition Documents available on SEAO	October 12, 2016
Question and answer period	October 12 to November 22, 2016
Deadline for transmission of addenda	November 10, 2016
Submission of Proposals	December 1, 2016, noon EST
Jury session	December 15, 2016
Communication to Finalists regarding the selection of their project for the next stage	Week of December 19, 2016
Announcement of Finalists	Early January 2017
<b>Stage 2: Service Offerings</b>	<b>Date</b>
Mandatory information meeting for Finalists	January 11 and 12, 2017
Question and answer period	January 11 to February 13, 2017

Deadline for transmission of addenda	January 31, 2017
Submission of Service Offerings	February 21, 2017
Public hearing of Finalists and Jury session	March 7 and 8, 2017
Announcement of the Winner	Mid-March 2017

#### **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: ten thousand dollars (\$10,000). Taxes are not applicable.

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 ten thousand dollars (\$10,000), plus taxes, upon receipt of an invoice to this effect, on condition that a Finalist's professional services agreement (Appendix D) has been signed beforehand.

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

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.

At Stage 2, for the presentation to the Jury, an additional maximum amount of one thousand five hundred dollars (\$1,500) plus taxes per Firm or Team will be paid to any Finalist whose head office is located outside the province of Québec upon presentation of supporting documents.

These amounts are paid above the lump sums noted in section 5.2.

### **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 SERVICE OFFERINGS**

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

#### **6.1.1 Content of the Proposal**

**Each Proposal must include a digital version of the following, as a .pdf file:**

- Competitor's information file and additional information
- Two (2) boards, size 11" x 17" (tabloid), illustrating the concept
- A text describing the concept
- Certifications
- Addenda

#### **a) Competitor's information file and additional information:**

The Competitor's information file in Appendix C 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) Boards illustrating the concept:**

Sketches must fit on two (2) 11" x 17" (tabloid) boards. They must be aligned horizontally. The Competitor's identification code (e.g. 123AB) must appear in the lower right-hand corner of each board, in 18-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 the first board:

- One (1) perspective view showing Module 1;
- One (1) perspective view showing Module 2;
- Any other visual element that would be useful to understanding the proposed concept.

The following drawing must appear on the second board:

- One (1) diagram or other visual element detailing the modularity and multiple deployment options for the module system;
- Any other visual element that would be useful to understanding the proposed concept.

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.

### **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 created by the Project. The following elements in particular should be addressed: the modules' materials and assembly; the versatility and flexibility of the modules in regard to their dimensions, their features and their construction in phases; signage and communication strategies; the sustainable development approach.

- Layout: letter format (8 1/2" x 11"), vertical orientation (portrait). Maximum five hundred (500) words over maximum three (3) pages.
- 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 boards.
- The Competitor's identification code must appear in 14-point Arial font on the upper left-hand side.

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

### **d) Certifications:**

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

For the Lead Designer:

- 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) for more than two (2) years  
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) indicating graduation more than two (2) years ago  
OR
  - Letter of peer recognition from a member of a professional association or from a university graduate in the above-mentioned fields, attesting that the Lead Designer holds at least five (5) years of experience and a peer-recognized practice in the relevant field.
- 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.

**6.1.2 Submission of the Proposal**

Competitors must prepare and submit their Proposal in accordance with the following procedure. No print copy is required.

- Prepare a file entitled “Identification” followed by the Competitor’s identification code. This file must contain the following items:
  - A digital version of the duly completed identification file (Appendix C)
  - A digital version of the required proof of eligibility
  - A digital version of the signed addenda
- Prepare a second file entitled “Proposal” followed by the Competitor’s identification code. This file must contain the following items:
  - A digital version of the text describing the concept
  - A digital version of the boards that illustrate the concept.
- Digital documents must not exceed 10 MB in total.
- Send the above to the Professional Consultat at the following e-mail address, ensuring receipt before the stipulated deadline on the competition schedule: [concours.modulesdechantier@gmail.com](mailto:concours.modulesdechantier@gmail.com)

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 damage or deterioration of a digital file in its transmission.

**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 6.1.1B 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 6.1.4B. Ideally by consensus and, if not, then by vote, the Jury selects a maximum of four (4) 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 modules; the modules' ability to serve as physical guideposts on worksites; the modules' potential for generating interest among passersby; potential for enjoyment by users and neighbouring establishments and residents.

Aesthetic issues: Proper scale ratio of the modules; integration of the modules in the context of the site; visual qualities of the modules in all seasons, day and night.

Communication and announcement issues: The modules' informative aspect and their ability to convey the various types of informational and interpretive content; creation of an innovative and effective communication system for residents and visitors.

Functional and operational issues: modularity; versatility and flexibility of the modules to adapt to construction in phases and type of work site; the modules' ease of assembly, disassembly, transportation and storage; compliance with safety regulations for public spaces; low maintenance requirements.

Environmental and ecological issues: Sensitivity in regard to the reduction of the ecological footprint of manufacturing, mounting, installation and the end of the modules' 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 [www.designmontreal.com](http://www.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 D) 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
- One (1) A0-size board 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 eighteen (18) 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 2 pages (including the cover page):**

- Indicate the Lead Designer's name and contact information.
- Indicate the Coordinator's name and contact information (if different from the Lead Designer).
- 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 6 pages**

Submit documents related to three (3) design projects completed in the past five (5) 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 8 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 Coordinator.
- 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 – 1 page:

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 plays within the Team

Fee schedule – maximum 1 page:

Present an hourly 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 one (1) A0-size sheet 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.

This board must contain at minimum:

- Summary technical views (plan, elevation, side) of Module 1 providing a clear understanding of the dimensions.
- Summary technical views (plan, elevation, side) of Module 2 providing a clear understanding of the dimensions.
- One (1) perspective view showing Module 1.
- One (1) perspective view showing Module 2.
- One (1) or more schemas or other visual elements explaining the assembly and disassembly, modularity and multiple deployment options for the module system.
- A series of images showing the graphic identity of the modules and a few examples of its deployment.
- Any other visual element that would be useful to understanding 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 on maximum five (5) pages
- 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**

Two (2) estimates are required for production costs following the prototyping phase: one for Module 1 and one for Module 2. The cost estimate must be complete (see section 1.4) in order to demonstrate feasibility within the available budget.

- Layout: letter format (8 1/2" x 11"), vertical orientation (portrait)
- Printing: single-sided only
- Estimated total production costs of three thousand dollars (\$3,000) for Module 1 and six thousand dollars (\$6,000) for Module 2.
- Price in 2017 Canadian dollars
- The cost estimate must include contingency fees of 10%.
- The cost estimate does not include taxes.

#### **e) Supporting Visual Presentation at the Hearing**

Visual support for the hearing must be a .pdf file 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, included in the "text" envelope.

#### **h) Digital Version of the Documents**

Each Finalist must provide a digital version of the documents described above as a .pdf file at 300 dpi, and extract each of the images on the boards and save them in .jpg 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 can 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 address listed in 6.2.1, with the mention "Concours de design - Pour mieux informer sur le chantier" clearly visible, ensuring receipt before the stipulated deadline on the competition schedule.

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 three (3) persons, one of whom must be the Team's Coordinator or Lead Designer. 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 6.3.2 has been provided.

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

As soon as they are available, the results will be compiled in a report and sent to Jury members and to each of the Finalists, for the portion that concerns them.

Service Offerings are evaluated based on the criteria presented in section 6.3.6.

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:** The probability of complying fully with the limits of the Project in regard to allocated resources (human and budgetary), established timelines and site constraints.
  
- **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 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 announcement of the Winner will be posted on the SEAO and may also be disseminated on the website of the Ville de Montréal's Bureau du design at [www.designmontreal.com](http://www.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 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 6.4.3, 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 Deadline for 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 6.1.2A, 6.1.1B or 6.3.2 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 Design 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 anonymous 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 anonymous 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 an anonymous Proposal or Service Offering in person, by e-mail or by registered letter, any time before the established closing time and date for receipt, without forfeiting the right to present the document again within the prescribed deadline.

## **8. FOLLOW-UP TO THE COMPETITION**

### **8.1 PROFESSIONAL SERVICES AGREEMENT**

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

The Contract appears in Appendix F.

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 (Appendix F).

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

The parties to the Contract will be:

- The City
- The Winner 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 Coordinator on the Team.

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.

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 to adapt its concept to circumstances that may change during development of the Project, including streamlining the work to meet the Project's objectives, timeline and related costs. The Winner must consent to handle such changes as part of finalizing the design step (post-competition design). These changes must be strictly adjustments to the concept and not alter its very essence.

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

The Winner must be able to rely at all times on a competent and available Team to 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 as a lecture.

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 the Ville de Montréal's Bureau du design at [www.designmontreal.com](http://www.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 Contract has been

awarded to the Winner.

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

All the documents in the 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, and, at its discretion, to have it engraved on a plaque and mounted on a building wall. 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**

The Ville de Montréal’s contract management policy (hereafter, “Policy,” and included in Appendix B) 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. UNSATISFACTORY PERFORMANCE EVALUATION FROM THE CITY**

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.