



REQUEST FOR PROPOSALS

ARCHITECTURE OR LANDSCAPE ARCHITECTURE SERVICES CONTRACT
FOR THE DEVELOPMENT OF A DESIGN-BUILD PROJECT
FOR THE REDEVELOPMENT OF THE OLD PORT OF MONTREAL
(MASTER PLAN - PHASE 1)

RFP No.: DDPINT-DG-21-1522

Issue Date: 14 October 2021

Submission Deadline: 19 November 2021

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1. Introduction

1.1. Company Description

Old Port of Montreal Corporation Inc. (the “Company”) is an agent Crown Corporation that owns and operates the Old Port of Montreal and the Montreal Science Centre.

The Company’s mandate consists of developing and promoting the development of the Old Port of Montréal's territory, and of administering, managing, and maintaining the property as an urban recreational, tourism and cultural site.

1.2. Scope of Work

This Request for Proposal (the “RFP”) is issued to solicit Proposals for the services of an experienced architect or landscape architect, to participate with the Company in the development of a "Design-Build" project, for the redevelopment of the Old Port of Montreal as part of the completion of Phase 1 of the Master Plan (the “Scope of Work”).

This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “Agreement”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around December 20, 2021.

The term of the Agreement is equal to the duration of the Work.

1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	October 14 2021
Potential Proponents’ Briefing (see Section 1.6)	October 22nd, 2021, at 10:00 a.m. EST (UTC-05)
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	October 28, 2021, at 17:00. EST (UTC-05)

Addenda Deadline (see Section 2.5.3 (Issued Addenda))	November 5, 2021
RFP Submission Deadline	November 19, 2021, at 11:00 a.m. EST (UTC-05)
Oral Presentation (See Section 3.3.14)	Between December 8 and 14, 2021
Anticipated Agreement Start Date	January 3, 2022

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change on the following websites: <https://buyandsell.gc.ca/> and <https://www.merx.com/>.

1.5. RFP Coordinator

1.5.1 Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: ***François Ménard***
Title: Procurement Consultant
Address: 333, de la Commune St. W. Montreal (QC)
H2Y 2E2, Canada
Phone #: 514-668-8848
E-mail address: fménard@vieuxportdemontreal.com

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

1.5.2 Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

1.6 Potential Proponents' Information Session (briefing) and Site Visit

Potential Proponents are invited to visit the Site on their own time if they desire.

An information session (briefing) for potential Proponents will be held on **October 22nd, 2021**, at 11:00 a.m. Eastern Time (UTC-05) via Microsoft Teams or any other means of teleconference chosen

by the Company and communicated to the Proponents who had confirmed their interests to participate to the information session by email to the RFP Coordinator before **October 22nd, 2021**, at 11:00 a.m. Eastern Time (UTC-05).

Proponents should reserve approximately two (2) hours for the information session (briefing). The purpose of the information session (briefing) is to allow potential Proponents to:

- fully understand the request for proposals process; and
- fully understand the nature of the project and associated expectations.

The site visit and the information session (briefing) for the potential Proponents are not mandatory but are strongly recommended.

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“Addendum” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and **“Addenda”** has a corresponding meaning).

“Agreement” has the meaning ascribed in Section 1.3 (Form of Agreement).

“Applicable Law” and **“Applicable Laws”** means any *Civil Code of Quebec* requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Quebec, or as otherwise agreed to by the parties in writing.

“Company” has the meaning ascribed to it in Section 1.1 (Company Description).

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“days” means calendar days.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Company to evaluate the Proposals.

“Personal Information” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“Preferred Proponent” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Company and all schedules thereto.

“RFP Submission Deadline” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“RFP Coordinator” means the individual identified in Section 1.5 (RFP Coordinator).

“Schedule” means one of the schedules to this RFP listed at Section 2.2 (and **“Schedules”** has a corresponding meaning).

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Receipt Confirmation and Non-Disclosure Agreement”	Schedule 2
“Proposal Checklist Schedule”	Schedule 3
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 4

“Corporate Overview Schedule”	Schedule 5
“Pricing Schedule”	Schedule 6
“Declaration and Certification Schedule”	Schedule 7
“References Schedule”	Schedule 8
“Certificate of Compliance Schedule”	Schedule 9
“Proponent Consortium Schedule”	Schedule 10
“Form of Agreement Schedule”	Schedule 11

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

2.4. RFP Information

2.4.1 Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2 Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1 Submission

Proponents must submit requests for clarification in writing to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted as per the RFP Tentative Timetable at section 1.4.

2.5.2 Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 0 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on <https://buyandsell.gc.ca/> and <https://www.merx.com/>. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

2.5.3 Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on <https://buyandsell.gc.ca/> and also <https://www.merx.com/>.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company. As part of this RFP, the Company makes available information documents via a secure web portal ("Microsoft SharePoint") allowing access to said reference documents, namely:

1. Master Plan for the Old Port of Montréal, Pointe-du-Moulin and Silo 5 territory (March 2020);
2. Work phases and scope document (June 2021);
3. Old Port presentation documents.

2.6. Receipt Confirmation

Proponents must complete and return by email to the RFP Coordinator the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein. They will receive a Non-Disclosure Agreement allowing access to a digital document sharing platform for the documents listed in Section 1.2 of the Scope of Work (Schedule A).

2.7. Proposal Submission

2.7.1 General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), by email to the following email address: **fmenard@vieuxportdemontreal.com** and the subject of the email should be the Proponent's name, and RFP # **DDPINT-DG-21-1522**. The email should be addressed to OLD PORT OF MONTREAL CORPORATION INC., to the attention of the RFP Coordinator. The Proposal shall be included as an attachment to the email following the terms and conditions set out in Section 3.2 (Proposal Format).

Proposals received after the RFP Submission Deadline shall not be considered. Each Proponent is responsible for the actual delivery of its Proposal to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

2.7.2 Receipt

Every Proposal received will be date/time stamped according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for **one hundred and twenty (120)** days from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 - *Proposal Evaluation, Format and Contents*, will form a part of the evaluation process.

2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.20. Debriefing

Not later than 15 calendar days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1 Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal (“**Company Confidential Information**”) constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality or non-disclosure agreement required by the Company as part of this RFP.

2.21.2 Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents’ Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3 Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this

RFP, in the Company's sole discretion;

- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within **fifteen (15) Business Days** from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for concluding the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, terminate the discussions (and proceed per (b) below);

- b. exclude the Preferred Proponent's Proposal from further consideration, rescind any invitation to execute the Agreement, and begin discussions with the next highest-ranked Proponent; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Quebec and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Quebec court.
- b. It irrevocably waives any right to and shall not oppose any Quebec action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from a Quebec court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Quebec and the federal laws of Canada applicable therein.

3. Proposal Evaluation, Format and Contents

3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Information: Part A – Experience related to the Scope of Work	25	20
III	Rated Information: Part B – Capabilities and questions related to the Scope of Work	35	Not applicable
IV	Rated Information: Part C – Form of Agreement	5	Not applicable
V	Rated Information: Part D - Oral Presentation	20	Not applicable
VI	Rated Information: Part E - Pricing	15	Not applicable
VII	Reference Check	(Pass/Fail)	Pass
	Total	100	

Except as otherwise specified hereunder, Proponents from the Proposals that reach or exceed the minimum score for a given stage in the evaluation process set out in the table above shall be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).

Only Proposals that achieve a minimum score of 20 out of 25 points for Stage II will be evaluated by the evaluation team for Stages III and IV.

In addition, only the three (3) Proponents from the Proposals with the highest score at the end of Step IV, (cumulative scores from Stages II, III and IV) will be invited to participate in Step V.

In the case of a tie score on completion, the Company reserves the right to invite up to four (4) Proponents to participate in Stage V (Oral Presentation)

Only those Proponents who proceed to Stage V (Oral Presentation) will have their Pricing Proposals evaluated by the RFP Coordinator in Stage VI (Pricing).

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

3.2. Proposal Format

3.2.1 General

The Proponent's Proposal should be comprised and formatted as follows:

- a. One (1) attached document named "Proponents' name – Proposal" containing one (1) electronic copy of the Proposal in PDF format, not including the Schedule "Pricing"; and
- b. One (1) second attachment named "Proposer Name - Pricing" to the same email containing one (1) electronic copy of the Pricing Schedule in PDF format.

3.2.2 Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed twenty (20) MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information point identified in section 3.3 and in the subsequent sections; and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored, and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Proposal under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS (Stage I)	Evaluation
<p>3.3.1 Declaration and Certification</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2 Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3 References</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4 Proponent Consortium Information</p> <p>The Proposal must include a completed Proponent Consortium Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule. Even if a consortium is not responding to this RFP, this Schedule must be completed by the Proponent and included in the Proposal.</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement. 	<p><i>Pass or Disqualification</i></p>

<p>3.3.5 Certificate of Compliance</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>		
<p>3.3.6 Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p>	<p><i>Pass or Disqualification</i></p>		
<p>RATED INFORMATION</p>		<p>Scoring</p>	<p>Evaluation</p>
<p>Part A– Experience related to the Scope of Work (Stage II)</p>			<p><i>Available Points: 25 Minimum required: 20</i></p>
<p>3.3.7 Proponent’s experience in similar projects</p> <p>1. The Proponent should submit three (3) similar projects completed within the last ten (10) years that have characteristics that are relevant (including in terms of nature, scope or scale) to the Scope of Work covered by this RFP.</p> <p>(Maximum 9 pages)</p>	<p>15</p>	<p>To obtain maximum points, the Proponent must demonstrate:</p> <p>a) (4 points) that the mandates submitted have been completed within the last ten (10) years and that the nature, scope, and scale of these three (3) mandates are relevant to the Scope of Work;</p> <p>b) (4 points) that at least one of the projects submitted is directly comparable to the Scope of Work, of a similar scale (size/importance), located in an urban environment, and of significant complexity;</p> <p>c) (4 points) the specific elements that highlight the success of each mandate (project); and</p> <p>d) (3 points) how these mandates (projects) prove that the Proponent has the experience required to successfully implement the Company’s vision.</p>	

<p>3.3.8 Proponent’s experience in similar Design-Build projects</p> <p>1. The Proponent should demonstrate that it has already participated in a design-build project. The Proponent must also demonstrate that it understands how to work with this design-build process to achieve both a high level of quality and meet the client’s needs.</p> <p>(Maximum 2 pages)</p>	<p>8</p>	<p>To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) (4 points) that it has worked as the principal designer for at least one project of similar scale using the design-build delivery method; and</p> <p>b) (4 points) the approach that it recommends in order to achieve a high level of quality and design excellence, through the use of the design-build method.</p>
<p>3.3.9 Proponent’s experience in sustainable development</p> <p>1. The Proponent should demonstrate that it has already participated in designing a project that targeted a high level of achievement in sustainability.</p> <p>(Maximum 2 pages)</p>	<p>2</p>	<p>To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) (1 point) that it has completed a project that included several sustainable development strategies; and</p> <p>b) (1 point) that it has played a leadership role in designing a project with a significant landscape component that targeted certification under a green certification system such as LEED, SITES, or the Living Building Challenge.</p>
<p>Part B – Capabilities and questions related to the Scope of Work (Stage III)</p>		<p><i>Available points: 35</i></p>
<p>3.3.10 Capabilities and questions related to the Scope of Work (20 points)</p> <p>1. Experience in co-creation (12 points) The Proponent should present two (2) mandates completed over the last ten (10) years in which a co-creation process with client teams and the public was a key element of each project.</p> <p>Co-creation is about designing actively and collaboratively with a diverse range of people. It focuses on exploration and interdisciplinarity, creating new relationships between diverse people and using a creative process to deliver results.</p> <p>(Maximum 9 pages)</p>	<p>12</p>	<p>1. (12 points)</p> <p>To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) that the two (2) mandates presented were completed within the last ten (10) years and that these mandates included a major co-creation component;</p> <p>b) the key elements of the co-creation process that highlighted the success of each mandate;</p> <p>c) that by completing these mandates, it developed the expertise required to participate in a co-creation process; and</p>

<p>2. Design Excellence (4 points) The Proponent should demonstrate that it has the know-how and experience to deliver design excellence. It should also demonstrate its own approach, i.e., the approach used in its mandates to achieve this design excellence.</p> <p>(Maximum 8 pages)</p> <p>3. Understanding the mandate and Project approach (4 points) The Proponent should review the Scope of Work and the entire RFP and its Schedules and provide a statement that explains its understanding of the mandate, the Scope of Work, and the activities contemplated by the Company. It should also specify how it approached similar projects.</p> <p>(Maximum 3 pages)</p>	<p style="text-align: center;">4</p> <p style="text-align: center;">4</p>	<p>d) that the Proponent has clearly explained its understanding and approach to co-creation.</p> <p>2. (4 points) To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) how it has consistently achieved design excellence for projects similar to those described in the Scope of Work by referencing completed or ongoing projects; and</p> <p>b) the Proponent must also explain its approach to achieving design excellence in the context of multiple technical and financial constraints.</p> <p>3. (4 points) To obtain maximum points for this criterion, the Proponent must:</p> <p>a) clearly and concisely demonstrate an understanding of the Company's needs;</p> <p>b) identify the main challenges and/or issues the Company faces in developing its site;</p> <p>c) demonstrate its ability to resolve the challenges and issues related to the level of quality expected for a property such as the Old Port within the prescribed timeframes;</p> <p>d) outline the benefits to the Company of engaging the Proponent's services;</p> <p>e) demonstrate its ability to manage and coordinate with other design professionals in the areas of civil engineering, public safety, lighting, design and more.</p>
<p>3.3.11 Proposed work plan and Schedule (4 points)</p> <p>1. The Proponent should submit a detailed work plan, in table form, of the activities contemplated by the Scope of Work, indicating</p>	<p style="text-align: center;">4</p>	<p>To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) very clearly and succinctly that it is capable of carrying out the Scope of Work, and specify in a clear, precise, and realistic</p>

<p>all tasks, steps, milestones, and schedules. The work plan should follow the information presented in the “Scope of Work” Schedule.</p> <p>The Proponent must also demonstrate its ability to perform the work within the timeframes specified by the Company in the Scope of Work.</p> <p>(Maximum 2 pages)</p>		<p>work plan the various steps and duties to be determined and the expertise used to coordinate its planning; and</p> <p>b) the Proponent must state that it has the ability to carry out the Scope of Work with the level of quality that is expected for a property such as the Old Port within the prescribed timeframes.</p>
<p>3.3.12 Personnel and organizational chart (11 points)</p> <p>1. Personnel (4 points) The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work.</p> <p>(Maximum 20 pages)</p> <p>2. Organizational chart (2 points) The Proponent should also present an organizational chart of the personnel assigned to the project, along with their profile and a brief description of tasks related to the Scope of Work.</p> <p>(Maximum 2 pages)</p> <p>3. Involvement of qualified assigned personnel (5 points) : The Proponent should provide information on the involvement of the qualified personnel who will be assigned to perform the tasks covered by the Scope of Work. See the Personal Information section 2.22 (Personal Information) before submitting any personal information.</p>	<p style="text-align: center;">4</p> <p style="text-align: center;">2</p> <p style="text-align: center;">5</p>	<p>1. (4 points) To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) that its personnel are highly qualified to carry out the Scope of Work;</p> <p>b) that its team has “depth,” i.e., professionals of several levels whose combined range of expertise will be an asset in executing the mandate; and</p> <p>c) that its team has “breadth,” i.e., extensive experience in delivering various mandates of varying scale and specialization.</p> <p>2. (2 points) To obtain maximum points for this criterion, the Proponent must demonstrate:</p> <p>a) in a clear and detailed organizational chart, the role and responsibility of each of the personnel members assigned to carry out the tasks contemplated by the Scope of Work, and their respective replacements if required</p> <p>3. (5 points) To obtain the maximum points the Proponent must demonstrate:</p> <p>a) the key personnel to be assigned to the Project have been personally involved in one or more of the projects listed by the Proponent in Section 3.3.7 and 3.3.10.</p>

Part C – Forms of Agreement (Stage IV)

Available points: 5

3.3.13 Acceptance of the Form of Agreement for Scope of Work (5 points)

If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its Proposal (i) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses it would deem acceptable. A Proponent that submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, that are deemed unacceptable by the Company, may be disqualified. The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.

The Company is not required to negotiate the Forms of Agreement, or to agree to any changes to the Forms of Agreement put forward by any Proponent.

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- a) Proponents that indicate that they have no proposed changes to the Forms of Agreement Schedule will receive the maximum number of points for this section.
- b) Proponents that propose changes to the Forms of Agreement Schedule will be scored based on the degree to which their proposed change(s) increase the risks or costs to the Company or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost effectiveness of the Proponent’s delivery of the Scope of Work.
- c) If a Proponent proposes significant changes in light of the foregoing list, it could receive zero points for this section.

Part D - Oral Presentation (Stage V)

Available points: 20

3.3.14 Oral Presentation *

The purpose of the oral presentation is to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed team. In advance of the oral presentation, each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the

20

- The Oral Presentation will be evaluated based on the following framework:
- a) **(4 points)** Demonstration of the Proponent's commitment, credibility and confidence vis-à-vis the Company;
 - b) **(4 points)** For one of the projects mentioned in the Experience section (Part A); identify elements that marked the success of that project and its relevance to the Company's Project;

<p>opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation stage. The oral presentation will be used to validate and, if necessary, make final modifications to the result of the evaluation of the written Proposal.</p> <p>The Oral Presentation will be approximately one (1) hour in length and the Proponent may participate with up to three (3) people.</p>		<p>c) (4 points) Answers to pre-established questions developed from all Proposals received;</p> <p>d) (4 points) Answers to pre-established questions about the Proposer, developed from their Proposal;</p> <p>e) (4 points) Demonstrated credibility with respect to the Proposer's ability to effectively carry out the Scope of Work activities in a manner that meets or exceeds the Company's needs within the required timeframe and at no additional cost.</p>
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(*) Proponents invited to the Oral Presentation stage shall be available and able to participate in the Oral Presentation via Microsoft Teams or any other teleconferencing means selected by the Company if the measures in place by the Canadian government are still in effect regarding Covid-19. If the restrictive measures are no longer in place and it is possible to make the Oral Presentation in person, the Proposers invited to the Oral Presentation stage must be available to appear in person at the location designated by the Company for the Oral Presentation.

Part E - Pricing (Stage VI) *Available points: 15*

<p>3.3.15 Pricing</p> <p>1. Pricing is to be set out in a completed version of the Pricing Schedule.</p> <p>Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponents' pricing relative to one another and to the Company's needs.</p> <p>The Proponent shall prepare its Proposal with reference to all of the provisions of the Forms of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p>	<p>15</p>	<p>1. Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest price submitted under this RFP for Scope of Work A by that Proponent's price for Scope of Work A. For greater certainty, the Proponent's price would be the amount in the cell "Total Compensation Price in connection with the Proposal Terms" found in Table 1 of Schedule 5.</p> <p>For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (120/120 = 100%). A Proponent that bids \$150.00 will receive 80% of the possible points (120/150 = 80%) and a Proponent that bids \$240.00 will receive 50% of the possible points (120/240 = 50%).</p>
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<p>Details relative to Pricing evaluation:</p> <p>2. Hourly Rates For a typical hourly rate assignment per Sections 2.2.1, 2.2.5, 2.2.6 and 2.2.7 of the Scope of Work, all pricing shall be quoted on the basis of the number of hours indicated by the Company.</p> <p>3. Percentage Rates For mandates paid on a Percentage Rates, as per Sections 2.2.2, 2.2.3 and 2.2.4 of the Scope of Work, all prices shall be quoted on the basis of a Forty Million Dollar (\$40,000,000.00) Construction Project Cost.</p>		$\frac{\text{Lowest price}}{\text{2nd lowest price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest price}$ $\frac{\text{Lowest price}}{\text{3rd lowest price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest price}$ <p>2. The number of hours indicated in the bank of hours are only an estimate used by the Company to evaluate the Proposals.</p> <p>3. The Project cost shown is only an example used by the Company in evaluating Proposals.</p>
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3.4. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

3.5. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.6. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. The Company expects that the

Agreement will be executed substantially in the form in which it appears in this RFP.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)) and Section 3.3.13 (*Acceptance of Form of Agreement*).

For certainty, the Company makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate a Company to execute the Agreement.

Schedule 1 Scope of Work

Development of the Old Port of Montreal Master Plan

Scope of work of the architecture or landscape architecture firm

INTRODUCTION

The Old Port of Montreal is at the heart of Montreal's history, a city at a geographical confluence, framed by several rivers and the Lachine rapids, and at the entrance of the great lakes. The Old Port has been a meeting point for thousands of years, a driver of economic development for Canada's expansion and a site welcoming newcomer from around the world.

The Old Port of Montréal Corporation Inc. (the "Company"), now a subsidiary of the Canada Lands Company, has been offering a variety of interactive, cultural and recreational activities for over 25 years. Home to the Montreal Science Centre—the second most visited science centre in the country—it also offers many opportunities for scientific discovery. Bordering the St. Lawrence River over 2.5 kilometres, the Old Port of Montréal is home to more than 50 attractions, restaurants and shops and is Quebec's most popular recreational and tourism site with more than six million visitors each year.

Forty years after the Government of Canada's initial commitment to redevelop the former section of the port (1977) and almost 30 years after the inauguration of the Old Port (1992), new investments are needed to improve visitor entertainment and provide unique experiences where the waterway, city and history come together.

1.0 DESCRIPTION OF THE MANDATE

The Company is implementing an RFP process to engage the services of an experienced architecture or landscape architecture firm to:

1. Engage in a co-creation exercise with the Old Port team to provide an exceptional concept related to the organization's needs;
2. Develop a detailed design for Phase 1 of the Master Plan; the firm will be responsible for Project design, developing essential details and concepts and preparing design and execution drawings at 40% completion; and
3. Prepare the technical documentation required for the subsequent RFP for the purpose of engaging a general contractor to complete the work on a design-build basis.

The Preferred Proponent in this Request for Proposals will not be eligible for subsequent processes to win design-build contracts for the Master Plan implementation but will act as the

Company's consultant for all matters related to the procurement process, as well as during the execution of design-build works.

1.1 OTHER ADVISORS

The Preferred Proponent will coordinate and work with other specialized consultants retained by the Corporation. Without restriction, the Company may engage third parties for the following disciplines:

- Design-build process specialist;
- Civil engineer;
- Mobility specialist;
- Public safety specialist;
- Public relations/public consultation specialist;
- Cost advisor;
- Environmental engineer;
- Geotechnical engineer;
- Electrical engineer;
- Street furniture designer;
- Archaeologist.

1.2 REFERENCE DOCUMENTS

As part of this RFP, the Company has made reference documents available on a secure website, including:

1. Master Plan for the Old Port of Montréal, Pointe-du-Moulin and Silo 5 territory (March 2020);
2. Work phases and scope document (June 2021);
3. Old Port presentation documents.

Proponents responding to this RFP, through the Receipt confirmation and Non-Disclosure Agreement (Schedule 2), will have access to the website upon signing a confidentiality agreement.

1.3 DESIGN-BUILD CONSTRUCTION

The Project delivery method will be based on the design-build method. The essence of the design-build approach is to create competition not only for construction work, but also certain design aspects. To this end, the Company will call for request for proposals for the construction of the Project. The team chosen will be led by a general contractor and will include an architect or landscape architect, engineers and any other specialists required to complete the Project.

The call for proposals for a design-build team consists of three distinct stages:

- Stage 1
Request for Qualifications – This step is open to any interested contractor; the contractor team must include professionals. Based on the bids received, three teams are preselected based on their qualifications, experience and the approach they propose to deliver the Project. Only the three preselected teams will proceed to stage 2 and receive the RFP.
- Stage 2
Design-build RFP – this phase will require the three preselected teams to submit detailed technical and financial proposals based on performance specifications and plans and specifications prepared by the selected architect/landscape architect. From this stage 2, a preferred bidder will be selected to proceed to stage 3.
- Stage 3
Final negotiations – during this phase, the Company and the selected design-build team will finalize the proposal details and execute an agreement for the design and construction of the Project.

1.4 VISION

The Company developed a high-level Master Plan vision that was made public in 2017. The Company wishes to implement the first phase of this vision by retaining the services of an experienced architecture or landscape architecture firm to create a detailed concept based on the vision proposed in this Master Plan but not constrained by it.

The Preferred Proponent will need to reconcile the key elements of the Master Plan with the technical and operational needs of the Company and the Project Values to produce an exceptional design concept that will be a legacy left for Canadians.

1.5 PROJECT ORIENTATION AND VALUES

The Company's overall vision in developing this Master Plan is to strengthen the position of the Old Port of Montréal as the premier recreational and tourist site in Quebec. The Project design should reflect the following orientations and values:

History and identity

- Preserve and enhance a historic site that was at the origin of modern Canada.
- Offer visitors a unique experience that educates them about the unique history of the Old Port.
- Highlight the area's port and industrial history.
- Create visual connections and improve links between De La Commune Street and the St-Laurent River.
- Incorporate points of interest that bring visitors closer to the water's edge.

A gathering place

- To be a beloved destination and gathering place for Canadians for events, spontaneous encounters and family adventures.
- Improve the links between Old Montréal and the Old Port by creating a public square at the entrance to each pier (Clock Tower Pier, Jacques Cartier Pier, King-Edward Pier).

Social responsibility

- Integrate innovative practices in sustainable development and biodiversity management.
- Incorporate universal accessibility principles into amenities, and in compliance with the *Canadian Accessibility Act*, to reduce barriers for all types of clientele.
- Recognize the history of Indigenous peoples in the Old Port.
- Create a vibrant site for all four seasons that encourages visitors to enjoy the facilities year round.

Cohabitation of users

- Prioritize and facilitate access to the site for pedestrians and active modes of transportation while maintaining necessary critical access to parking areas and truck loading routes.
- With a landscape that is safe for visitors and employees, seamlessly integrate the existing railway and grade crossings into the proposed development.

Prepare framework for future phases

- The vision of the Master Plan covers the entire territory of the Old Port. Phase 1 of the Project implementation will also be used to establish the standards and norms that will be used during the next phases of the Old Port redevelopment. The proposed vision must take into account a comprehensive approach that will enable all work to be carried out over a 20-year period.

1.6 BUDGET

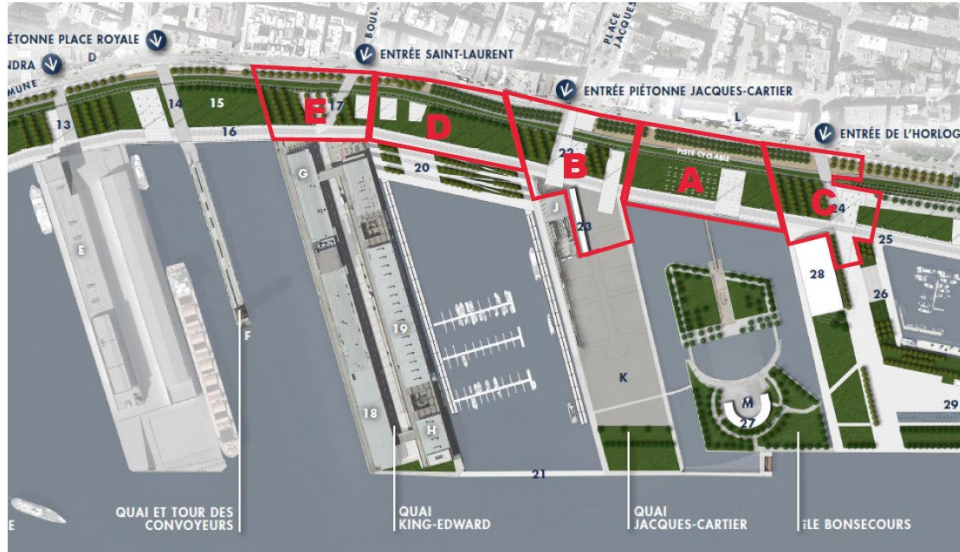
The budget for the construction of Phase 1 of this Project, that is within the scope of work directed by the Proponent is approximately \$40 million. Professional fees, contingencies and taxes (GST & QST) are not included in this budget.

2.0 SCOPE OF SERVICES OF THE ARCHITECTURE OR LANDSCAPE ARCHITECTURE FIRM

The entire Master Plan will be completed over a period of 20 years. The purpose of this RFP is to start implementing the work with a view to redeveloping the central sectors of the Old Port of Montréal. The construction schedule for this first phase is spread over a four-year period, starting in 2022. The other sectors of the Old Port will be subject to another RFP following completion of Phase 1.

2.1 SECTORS

Phase 1 of the works includes the development of the main accesses and the esplanade areas from the King-Edward entrance to the Clock Tower Pier entrance. The total area of Phase 1 is 52634 m², divided into sectors. Key areas include in this RFP:



Sector A (14260 m²)

- Walkway between the Jacques-Cartier entrance and the Clock Tower entrance
- Esplanade between the Jacques-Cartier entrance and the Clock Tower entrance
- New bicycle path, redevelopment of railway easement
- New interface with the Bonsecours Basin

Sector B (10431 m²)

- Pedestrian entrance and Jacques Cartier Pier public square

Sector C (8338 m²)

- Clock Tower entrance and public square, new traffic configuration (pedestrians, cyclists, vehicular traffic and parking access)

Sector D (11966 m²)

- Walkway between the King-Edward entrance and Jacques-Cartier entrance
- Esplanade between the King-Edward entrance and Jacques-Cartier entrance
- Redevelopment of railway easement

Sector E (7639 m²)

- King Edward entrance and public square

2.1 PHASING

The construction schedule is spread over a four-year period starting in 2022. A preliminary phasing of the Project is presented below. The Preferred Proponent will be required to work closely with the Company to develop a detailed scope of design work and a schedule for the scope of work.



2.2 DESIGN MANDATE

Based on a developed master plan, the Preferred Proponent must include the following items in their plan for the completion of Phase 1 of the Project.

2.2.1 SUMMARIZE EXISTING INFORMATION, ARTICULATE A PRELIMINARY VISION (HOURLY RATE)

Primary objective: Articulate the values of the Project, understand the ambitions and constraints, and identify the main actions to pursue.

Scope:

- a) Understand and integrate the Company's objectives (financial, social and other) for the Site;
- b) Study and integrate the policies, regulations, plans and normative requirements applicable to the Site;
- c) Review the documents prepared by site management teams regarding risks and needs;
- d) Discuss with the Company on the future phases and assess their impact on the current phase;
- e) Study and integrate reports on the Site and nearby sites and identify missing knowledge/data;
- f) Organize, facilitate, and report on coordination meetings with internal Project teams and other key professionals;
- g) Study and integrate the physical conditions of the Site and its urban morphology;
- h) Study and integrate the history and heritage of the Site;
- i) Explore how the history of the Old Port can be told through the landscape;
- j) Analyze the needs of potential clients of the Company, summarize the technical requirements and optimal conditions expected by the Company;
- k) Participate in discussions and meetings with the Company to ensure understanding of site constraints and opportunities;

- l) Determine the specific area boundaries;
- m) Identify specific phase boundaries;
- n) Identify targets, objectives and risks;
- o) Understand constraints and opportunities;
- p) Collaborate with the Company to determine the appropriate construction Project budget for each phase;
- q) Clearly present preliminary objectives, vision and strategies;
- r) Define a preliminary Project vision and outline preliminary Project strategic and tactical principles.
- s) Define the plan and scope of the Project including requirements, activities, surfaces, heights, context, lighting, etc. and qualitative and symbolic elements.

DELIVERABLES

- Preliminary Project vision document;
- Programme and detailed scope of work;
- Project phasing;
- Mandate schedule;
- Design budget;
- Project schedule by phase.

2.2.2 CONCEPT AND DRAWINGS

- a) In co-creation with the Company's representatives, prepare a concept illustrating various development options for the Company to review and provide feedback.
- b) After discussion with the Company, a concept will be selected, and the Preferred Proponent will incorporate the Company's comments.
- c) Plan three major iterations of the developed concept before proceeding with the final design.
- d) Prepare the statement of design and performance criteria for each programmatic element.
- e) Proceed with the review of different design approaches.
- f) Develop a general design concept in accordance with the established criteria.
- g) Graphically represent the general design concept through drawings, images and renderings.
- h) Prepare a budget estimate of the Class C * cost for the preferred concept.

DELIVERABLES:

- Design concept set (lighting concept included);
- Presentation renderings (minimum 10);
- Class C * Budget estimate.

(*) The class (A, B, C, D) is defined by the practices of the Real Property branch of PSPC, Government of Canada. Costs are to be segmented into UNIFORMAT II as per ASTM E1557 – 02.

2.2.3 PRELIMINARY DRAWINGS AND SPECIFICATIONS

Following approval of the design concept set, the Preferred proponent must:

- a) On the Company's approved templates, and in accordance with the Company's policies and procedures, develop plans and specifications for a design-build RFP. The documents shall identify the full range of considerations and specifications for the work.
 - i. Produce complete preliminary drawings (normally considered 40% drawings) to identify the full range of design considerations;
 - ii. Draft a preliminary version of all technical or performance specifications necessary to guide the work of the design-build team, ensure the implementation of the concept and ensure the work quality expected by the Company;
 - iii. Define, refine and develop design details and select products. Certain key construction details must be advanced by more than 40% if required to ensure the quality of the work.
- b) Perform an analysis of water usage/savings.
- c) Complete the assessment grids for sustainable development, accessibility and life cycle standards.
- d) Revise the Project implementation schedule.
- e) Prepare:
 - i. A general development plan, its graphic representation through sketches, drawings, and preliminary renderings;
 - ii. A draft of constructed elements;
 - iii. A preselection of plantings;
 - iv. A lighting plan;
 - v. A comparative analysis of selected options and materials;
 - vi. The preparation and submission of a set of drawings for approval that describes the proposed solution;
 - vii. A specification set;
 - viii. A preliminary, Class B*, estimate of the cost of the work.

DELIVERABLES:

- Preliminary drawings set
- Preliminary specification set
- Life cycle analysis
- Accessibility analysis
- Presentation renderings
- Sustainable development certification application documents
- Class B* cost estimate

2.2.4 DESIGN-BUILD RFP DOCUMENTS

Based on the preliminary plans and specifications, the Preferred proponent must:

- a) Develop and describe final versions of technical and performance specifications for the work and those to be prepared by other specialized consultants. A technical

- specification should describe the various materials to be used and their application. It should be prepared based on the various trades that will be involved in the work;
- b) Prepare drawings and documents required for the request for proposals, including the specifications and description of work;
 - c) Prepare the following plans:
 - i. Existing conditions and demolition;
 - ii. Surfaces;
 - iii. Implantation;
 - iv. Surface grading and drainage;
 - v. Planting;
 - vi. Lighting;
 - vii. Construction and planting details;
 - viii. Any other Project plan required for construction to run smoothly;
 - ix. Connections and/or modifications to existing services;
 - x. Public safety.
 - d) Draft a design criteria guide;
 - e) Assist the Company with the Request for Qualifications and Request for Proposals for the Project, as required, to clarify documentation and answer questions from bidders and assist the Company in evaluating bids received.

DELIVERABLE:

- Tender drawings and specifications
- Specifications
- Design Criteria Guide

2.2.5 SERVICES DURING CONSTRUCTION (HOURLY RATE)

During the construction phase, the Preferred proponent must:

- a) Participate in visits or provide assistance at the request of the Company or the contractor to clarify specific points or adapt works to site conditions;
- b) Provide information regarding interpretation of plans and specifications;
- c) Verify materials, shop drawings and equivalencies for construction materials and equipment to ensure they meet plan and specification requirements;
- d) Recommend to the Company the acceptance of construction work and the provisional and final acceptance of the work;
- e) Evaluate the substitutes proposed by the contractor and revise the contractual documents made necessary by these substitutions, when required;
- f) Conduct inspections;
- g) Attend regular pre-construction and status meetings;
- h) Review contractor bids;
- i) Respond to requests for interpretation;
- j) Review change requests;
- k) Submit change orders for approval by the company;
- l) Observe and prepare reports on the progress of the works.

2.2.6 OTHER PROCUREMENT DOCUMENTS (HOURLY RATE)

As part of its procurement strategy for Phase 1 of the Project, which is now beginning, the Company will adopt a standardized design for the supply of some components required for the Project, as well as for subsequent phases of work.

To meet this requirement, certain component procurements will be handled directly with suppliers, through separate contracts, instead of including the procurement of such components in the upcoming design-build contract for the Project.

As an example of components, these may include:

- Street furniture (benches, trash cans, bollards, bike racks, etc.);
- Signage;
- Public art.

The Preferred Proponent will therefore be responsible for designing and preparing the concepts, drawings and specifications that will then be required at the request of the Company for these said component procurements.

2.2.7 OTHER SERVICES (HOURLY RATES)

- a) Document preparation services for and participation in public consultations;
- b) Development of a site signage plan and design of sign structures;
- c) Preparation of visual materials for presentation beyond the presentation images normally required for deliverables: model, photo montage, PowerPoint presentation, 3D simulation or representation, 3D HD animation, colour posters or colour plans and perspectives;
- d) Any other services requested by the Company and normally provided by architects or landscape architects.

3.0 OTHER PROJECT PARAMETERS

3.1 DESIGN STANDARDS

The Project must be designed to meet certain design standards to ensure that the Project follows best practices. The Preferred proponent is responsible for reviewing possible design standards and recommending the design standards that the Company should adopt. If a certification of compliance with the standard is possible, the Company will seek certification. The Preferred Proponent is responsible for all necessary documents and submissions that may be required for certification.

Areas where the Company is seeking an appropriate design standard are:

3.1.1 Universal Accessibility

Adopt a universal design approach to landscape design to provide an easily navigable

environment that can be clearly understood and effectively used by people with a wide range of limitations in a wide range of situations. The Preferred Proponent is responsible for proposing appropriate design standards.

3.1.2 Sustainable Development

The Preferred Proponent shall be responsible for proposing to the Company a certification system for the performance and certification of the Project. The said system shall include very high standards, equal to or better than those of the "SITES" system administered by Green Business Certification Inc. (GBCI).

3.1.3 Life Cycle

Products should be selected with an analysis of the costs and environmental footprint of products over their entire life cycle. The Preferred Proponent is responsible for proposing appropriate design standards.

The Preferred Proponent may suggest other design standards.

3.2 PROJECT TIMELINE

- December 2021- Contract signed with the Company
- September 2022- Design-build RFP documents
- January 2023 - Site mobilisation

3.3 LANGUAGE OF WORK

The Preferred Proponent must be able to: 1) perform the Services, including all correspondence, Project meetings, and drafting of Project deliverables in both official languages of Canada; and 2) communicate with the Company's employees in the official language of their choice.

4.0 CONSULTANT REMUNERATION

4.1 REMUNERATION METHOD ACCORDING TO MANDATE

Mandate(s)	Compensation method(s)
1 - Summarize existing information, Articulate a preliminary vision	Hourly rate
2 - Concept and drawings	Percentage (%)
3 - Preliminary drawings and specification	Percentage (%)
4 - Design-build RFP documents	Percentage (%)

5 - Services during construction	Hourly rate
6 - Other procurement documents	Hourly rate
7 - Other services	Hourly rate

4.2 HOURLY RATE METHOD

For assignments that are paid on an hourly basis, the Preferred Proponent will be paid on the basis of hours incurred.

The number of hours worked must be compiled every day, to the nearest quarter hour.

4.3 PERCENTAGE METHOD

For mandates that are remunerated on a percentage basis, the percentage submitted by the Preferred Proponent in Schedule 6, Calculation grid – Sections 2.2.2, 2.2.3, 2.2.4, are multiplied by the cost of work (the “Cost”).

Cost is the total cost required to complete the work for which the Preferred Proponent is providing their assigned services. The Cost includes overhead and contractor profit but excludes all applicable taxes. The Cost does not include professional fees and disbursements of the landscape architect and other consultants. The Cost does not include surveys, tests, or analyses conducted by laboratories or consultants. The Cost does not include civil work that is not directly related to landscaping.

For billing purposes, the Cost is initially determined by the Company’s budget for the Project and will be adjusted according to the Company’s budget after signing the contract with the contractor.

Costing and subsequent revision are at the sole discretion of the Company.

4.4 REIMBURSABLE COSTS

EXPENSES:

Expenses, when agreed with the Company, will be reimbursed to the Preferred Proponent at cost without mark-up. The consultant shall provide supporting documentation to the satisfaction of the Company and upon request. These expenses include:

- a) The costs of analysis and laboratory services, topographic or legal surveys, cadastres and other documents required but normally provided by the Company;
- b) Fees, duties or taxes for permits or approvals to be obtained from authorities;
- c) Third-party certification and documentation fees such as SITES;
- d) Costs for computer modelling and special documentation.

**Schedule 2
Receipt Confirmation**

To: *OLD PORT OF MONTREAL CORPORATION INC.
c/o RFP Coordinator*

Email: fménard@vieuxportdemontreal.com

Subject: **RFP #: DDPINT-DG-21-1522**

1. Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator.

I hereby acknowledge receipt of the above-noted RFP;
(Please check your answer)

I/We do do not **intend to submit a Proposal to this RFP.**

and/or

2. Proponents wishing to obtain access to the Reference Documents listed in Section 1.2 of the Scope of Work are requested to complete, sign, and return the Non-Disclosure Agreement attached on the second page of this Schedule. Upon receipt, the RFP Coordinator will provide access to the Proponents.

I want to obtain access to the Reference Documents
(Please check your answer)

Yes No **want to obtain access to the secure portal**

_____	_____
Name	Representative's Signature
_____	_____
Address	Name – Please Print
_____	_____
City, Province, Postal Code	Title
_____	_____
Phone	Date

Email	

NON-DISCLOSURE AGREEMENT

WHEREAS OLD PORT OF MONTREAL CORPORATION INC. (the “Discloser”) would like facilitate _____ (the “Recipient”)’s participation in the Discloser’s procurement process (the “RFP”) related to Phase 1 of the Old Port of Montreal Master Plan (the “Purpose”);

AND WHEREAS the Discloser may provide certain information of a confidential nature to the Recipient, or the Recipient may come in contact with certain information of a confidential nature while engaged in the Purpose;

NOW THEREFORE in consideration of being permitted to participate in the RFP by the Discloser and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) “*Confidential Information*” means all information relating to the Discloser and its Affiliates (as such term is defined in the Canada Business Corporations Act) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder; or (iv) is produced in compliance with applicable law or a court order (or similar legal process), provided the Recipient complies with the provisions of Section 8 hereof; and
 - (b) “Representatives” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.
2. The Discloser will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof; and (ii) be responsible for any and all breaches of the terms of this Agreement by its Representatives. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data

base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any misappropriation or misuse by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.
10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or any of its representatives of any term or provision of this Agreement

and that the Discloser shall also be entitled to seek an injunction from a court of competent jurisdiction for specific performance of the terms of this Agreement, in addition to any other remedy available pursuant to this Agreement or at law.

11. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
12. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S.C, 1985, c. A-1) and the *Privacy Act* (R.S.C, 1985, c. P-21) and that information provided to the Discloser in connection with this agreement may be subject to the provisions of these acts.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Quebec for all matters relating to this Agreement.
14. This Agreement shall enure to the benefit of the Discloser and its successors and assigns, and shall be binding upon the Recipient and its successors and assigns.

This Agreement may be executed either in original, electronic pdf or telecopied form.

IN WITNESS WHEREOF the Recipient has executed this Agreement as of the ____ day of _____, 202__.

●

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

**Schedule 3
Proposal Checklist Schedule**

This checklist is provided for convenient reference, and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Does your Proposal include completed versions of the forms set out at Section 3.3 (<i>Proposal Contents – Mandatory Requirements and Rated Information</i>)?

Schedule 4
Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 5
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name: _____


Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Corporate head office location	
Brief overview of the company background	
Organizational chart, if applicable	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	


**Schedule 6
Pricing Schedule**

The Proponent should use the following tables and calculation grids to set out its pricing. Where an item is irrelevant, indicate “N/A” in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:


- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. Where prices are set by Order in Council or other government regulation, the rates in the Order in Council shall apply. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.


Proponent Name _____


	PRICING LIST FORM DDPINT-DG-21-1522		Table no. 1
The Proponent shall complete this chart indicating the Price for each Mandates by completing the corresponding Calculation Grid for each of the indicated Prices.			
No.	Mandate(s)	Compensation method	Price *
2.2.1	Summarize existing information, Articulate a preliminary vision	Hourly rate	\$
2.2.2	Concept and drawings	Percentage	\$
2.2.3	Preliminary drawings and specifications	Percentage	\$
2.2.4	Design-build RFP documents	Percentage	\$
2.2.5	Services during construction	Hourly rate	\$
2.2.6	Other procurement documents	Hourly rate	\$
2.2.7	Other services	Hourly rate	\$
Total compensation price for the mandates *			\$
(*) estimates for the purpose of evaluating the Proposal.			


	HOURLY RATES DDPINT-DG-21-1522		Table no. 2
Proponent shall provide applicable hourly rates for all Classifications of employees subject to work on the Project. Hourly rates are not assessed directly by the Company and are used to calculate hourly compensation by the Proponent.			
No.	Classification*	Experiences	Hourly rates
1	Project Lead/Director	15 years or more	\$/h
2	Chief Architect/Landscape Architect (Project Manager)	15 years or more	\$/h
3	Senior Architect/Landscape Architect	10-15 years	\$/h
4	Mid-Level Architect/Landscape Architect	5 - 9 years	\$/h
5	Junior Architect/Landscape Architect	3 - 5 years	\$/h
6	Senior Technician/Draftsperson	10-15 years	\$/h
7	Mid-Level Technician/Draftsperson	5 - 9 years	\$/h
8	Junior Technician/Draftsperson	0 - 5 years	\$/h
9	Technical Assistant and Secretary	3 years or more	\$/h


(*) If the Proponent submits Hourly rates for positions other than those listed in the "Classification" column, the Proponent will be required to match its proposed positions to those already listed, failing which the Company may, at its discretion, match them for the purpose of the fair evaluation of the RFP.


		CALCULATION GRID – Section 2.2.1 (Hourly Rates Compensation)		
No.	Classification *	Banked hours **	Subtotal	
1	Project Lead/Director	100	\$/h	
2	Chief Architect/Landscape Architect (Project Manager)	250	\$/h	
3	Senior Architect/Landscape Architect	175	\$/h	
4	Mid-Level Architect/Landscape Architect	125	\$/h	
5	Junior Architect/Landscape Architect	100	\$/h	
6	Senior Technician/Draftsperson	100	\$/h	
7	Mid-Level Technician/Draftsperson	100	\$/h	
8	Junior Technician/Draftsperson	100	\$/h	
9	Technical Assistant and Secretary	75	\$/h	
Total estimated hourly Price *** (sum of Total column) Report the Total sum to Table 1			\$	
<p>(**) The number of hours shown in the Banked hours, and the total of all Classifications shown in the Banked hour are only an estimate used by the Company for fair evaluation of the RFP.</p> <p>(***) The total equals the number of Banked hours indicated for a Classification X (multiplied) by the Hourly Rate proposed by the Proponent in Table #2. The Proponent shall report the Total obtained from this calculation grid to the corresponding item in Table No. 1.</p>				


		CALCULATION GRID - Section 2.2.2 (Percentage Compensation)		
No.	Mandate	Cost of the Work*	%	Total **
1	Concept and drawings	\$ 40,000,000.00		
<p>(*) The Cost of the Work shown is only an example for use by the Company in evaluating Proposals.</p> <p>(**) The percentage of compensation proposed by the Proponent for this mandate is multiplied by the Cost of Work. The Proponent shall report the Total obtained in this calculation grid in the corresponding line of Table No. 1.</p>				

		CALCULATION GRID - Section 2.2.3 (Percentage Compensation)		
No.	Mandate	Cost of the Work*	%	Total **
1	Preliminary drawings and specifications	\$ 40,000,000.00		
<p>(*) The Cost of the Work shown is only an example for use by the Company in evaluating Proposals. (**) The percentage of compensation proposed by the Proponent for this mandate is multiplied by the Cost of Work. The Proponent shall report the Total obtained in this calculation grid in the corresponding line of Table No. 1.</p>				

		CALCULATION GRID - Section 2.2.4 (Percentage Compensation)		
No.	Mandate	Cost of the Work*	%	Total **
1	Design-build RFP documents	\$ 40,000,000.00		
<p>(*) The Cost of the Work shown is only an example for use by the Company in evaluating Proposals. (**) The percentage of compensation proposed by the Proponent for this mandate is multiplied by the Cost of Work. The Proponent shall report the Total obtained in this calculation grid in the corresponding line of Table No. 1.</p>				

		CALCULATION GRID - Section 2.2.5 (Hourly Rates Compensation)	
No.	Classification*	Banked hours **	Subtotal
1	Project Lead/Director	175	\$/h
2	Chief Architect/Landscape Architect (Project Manager)	700	\$/h
3	Senior Architect/Landscape Architect	200	\$/h
4	Mid-Level Architect/Landscape Architect	0	\$/h
5	Junior Architect/Landscape Architect	200	\$/h
6	Senior Technician/Draftsperson	0	\$/h
7	Mid-Level Technician/Draftsperson	0	\$/h
8	Junior Technician/Draftsperson	0	\$/h
9	Technical Assistant and Secretary	150	\$/h
Total estimated hourly Price *** (sum of Total column)			
Report the Total sum to Table 1			
<p>(**) The number of hours shown in the Banked hours, and the total of all Classifications shown in the Banked hour are only an estimate used by the Company for fair evaluation of the RFP. (***) The total equals the number of Banked hours indicated for a Classification X (multiplied) by the Hourly Rate proposed by the Proponent in Table #2. The Proponent shall report the Total obtained from this calculation grid to the corresponding item in Table No. 1.</p>			

	CALCULATION GRID – Section 2.2.6 (Hourly Rates Compensation)		
No.	Classification*	Banked hours **	Subtotal
1	Project Lead/Director	25	\$/h
2	Chief Architect/Landscape Architect (Project Manager)	50	\$/h
3	Senior Architect/Landscape Architect	50	\$/h
4	Mid-Level Architect/Landscape Architect	50	\$/h
5	Junior Architect/Landscape Architect	45	\$/h
6	Senior Technician/Draftsperson	60	\$/h
7	Mid-Level Technician/Draftsperson	40	\$/h
8	Junior Technician/Draftsperson	20	\$/h
9	Technical Assistant and Secretary	10	\$/h
Total estimated hourly Price *** (sum of Total column) Report the Total sum to Table 1			
<p>(**) The number of hours shown in the Banked hours, and the total of all Classifications shown in the Banked hour are only an estimate used by the Company for fair evaluation of the RFP.</p> <p>(***) The total equals the number of Banked hours indicated for a Classification X (multiplied) by the Hourly Rate proposed by the Proponent in Table #2. The Proponent shall report the Total obtained from this calculation grid to the corresponding item in Table No. 1.</p>			

	CALCULATION GRID – Section 2.2.7 (Hourly Rates Compensation)		
No.	Classification*	Banked hours **	Subtotal
1	Project Lead/Director	10	\$/h
2	Chief Architect/Landscape Architect (Project Manager)	10	\$/h
3	Senior Architect/Landscape Architect	15	\$/h
4	Mid-Level Architect/Landscape Architect	10	\$/h
5	Junior Architect/Landscape Architect	10	\$/h
6	Senior Technician/Draftsperson	10	\$/h
7	Mid-Level Technician/Draftsperson	5	\$/h
8	Junior Technician/Draftsperson	5	\$/h
9	Technical Assistant and Secretary	5	\$/h
Total estimated hourly Price *** (sum of Total column) Report the Total sum to Table 1			
<p>(**) The number of hours shown in the Banked hours, and the total of all Classifications shown in the Banked hour are only an estimate used by the Company for fair evaluation of the RFP.</p> <p>(***) The total equals the number of Banked hours indicated for a Classification X (multiplied) by the Hourly Rate proposed by the Proponent in Table #2. The Proponent shall report the Total obtained from this calculation grid to the corresponding item in Table No. 1.</p>			

**Schedule 7
Declaration and Certification Schedule**

RE: Proposal dated _____, in response to RFP No. DDPINT-DG-21-1522

I am duly authorized by the Proponent, including the persons, firms, Company, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting it Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for **120 days** following the Proposal RFP Submission Deadline.

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 8
References Schedule**

Proponent Name:

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 10 years.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Schedule 9 Certificate of Compliance

On behalf of _____ *[insert name of Business Entity]* (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “Acts”), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners¹ of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Old Port of Montreal Company Inc. (“OPMC”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise OPMC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with OPMC and possible disqualification from future business opportunities with OPMC.

 Name:
 Title:
 Date:

I have authority to bind the Company.

1 “Owner” means: (a) for a Company, all shareholders with a minimum 25% legal or beneficial ownership of the Company’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**Schedule 10
Proponent Consortium Schedule**

(Check the box corresponding to your answer)

The Proponent, _____ declares to respond:

Single to the present Request of Proposals.

Or

as one member of a consortium and confirms assuming all responsibilities and obligations tied to the work and the actions of all members of the consortium (which are the subcontractors of the Proponent) with regard to the obligations to bear in accordance to the present Request of Proposals, provided that the Company is allowed to dismiss a subcontractor and to approve the replacement

Information regarding the consortium, if applicable

The members of the consortium are :

Company name of the Proponent

Signature of the witness

Signature of the representant of the Proponent

Name of the witness

Name and title

Date:

I have the authority to bind the Proponent

Schedule 11
Form of Agreement Schedule

See next page

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this • day of •, 202•

BETWEEN

OLD PORT OF MONTREAL CORPORATION INC. (the “**Company**”)

- and -

• (the “**Consultant**”)

WHEREAS:

- A. The Company is engaged in the development of a detailed concept for the Phase 1 of the master plan of the site of the Old Port of Montreal (the “**Project**”); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) “**Agreement**” means this agreement executed and signed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) “**Compensation**” means the Fees and the Expenses.
- (c) “**Confidential Information**” has the meaning set out in Section 5.1.
- (d) “**Dispute**” means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) “**Effective Date**” means the effective date of this Agreement, being the • day of •, 202•.
- (f) “**Expenses**” means those expenses or disbursements incurred in the performance of the Services as set out in Schedule “B” attached hereto.
- (g) “**Fees**” means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule “B” and does not include Expenses.
- (h) “**Indemnified Party**” has the meaning set out in Section 7.1.
- (i) “**Indemnifying Party**” has the meaning set out in Section 7.1.

- (j) **“Project”** has the meaning set out in paragraph A of the preamble above.
- (k) **“Services”** means the services and deliverables described in Schedule “A” to be performed in accordance with the schedule indicated in Schedule “D”
- (l) **“Taxes”** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers’ compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (m) **“Term”** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its project manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant’s personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company’s request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.
- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees described in Schedule “B” will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7 The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the Fees for the Consultant’s performance of such additional Services will generally correspond to the Fees described in Schedule “B”.

- 2.8 Subject to any change made by writing by the parties, the Consultant agrees to provide the Services in accordance with the schedule set forth in Schedule D.

3.0 FEES AND EXPENSES

- 3.1 Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any **GST** and **QST** required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2 The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within fifteen (15) days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3 Invoiced amounts due will be paid by the Company within thirty (30) days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4 The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5 The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

4.0 TERM AND TERMINATION

- 4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to expiration or termination, end when the Services have been properly performed and completed.
- 4.2 The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. The Company may renew this Agreement as required to complete the Project.

- 4.3 The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4 On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within thirty (30) days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5 The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after ten (10) business days' written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6 Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated _____ (the "**Compliance Certificate**"). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
 - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.7 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of Services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this

Agreement and the Consultant will not be entitled to payment for any loss of profits.

- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 shall survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, drawings, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained on its own.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.
- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by

them.

5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.

5.6 The provisions of this Article 5.0 shall survive expiration or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.

6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.

6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

7.1 Each party ("**Indemnifying Party**") shall be liable for, and shall indemnify the other party, including its board members, officers, employees, contractors, representatives, and any others for whom the Consultant is responsible at law (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:

(a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,

(b) any misrepresentation contained within this Agreement; or

(c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the

Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiration or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

9.0 INDEPENDENT CONTRACTOR

9.1 The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

10.1 In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) employees with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
- (b) if the chosen employees are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be in Montreal, province of Quebec, and the language of the mediation shall be in French. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be

followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10.0, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

10.2 The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

10.3 While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

10.4 Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given as follows: (i) by personal delivery or prepaid registered mail; or (ii) by fax or email transmission addressed to the party to receive such notice at the address specified below:

TO: OLD PORT OF MONTREAL CORPORATION INC.
333, de la Commune West, St.
Montreal (Québec) H2Y 2E2
Attention: •
Email: •

with a copy to:

CANADA LANDS COMPANY CLC LIMITED
1 University Avenue, Suite 1700
Toronto, Ontario M5J 2P1
Fax No.: (416) 214-1120
Attention: Chief Legal Officer and Corporate Secretary
Email: legalnotice@clc.ca

TO: •
•
Fax No.: •
Attention: •
Email: •

11.2 Any demand, notice, approval, consent or other communication that is delivered personally shall be deemed to be received, when left during normal business hours at the address specified above. Any demand, notice, approval, consent or other communication that is delivered by prepaid register mail shall be deemed to be received five (5) business days after mailing, and any demand, notice, approval, consent or other communication sent by fax or email transmission shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

- 12.1** The Consultant shall obtain and maintain throughout the Term and for three (3) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.
- 12.2** The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.
- 12.3** The provisions of Section 12.0 shall survive termination or expiration of this Agreement.

13.0 GENERAL

- 13.1** The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.
- 13.2** The following principles of interpretation apply to this Agreement:
- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
 - (b) The laws of the Province of Quebec and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Quebec;
 - (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
 - (d) No action or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
 - (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral,

which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;

- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. The Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C" and "D" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.*
- (r) It is an express condition of this Agreement that no member of the House of

Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and

- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed and signed this Agreement as of the date first written above.

OLD PORT OF MONTREAL CORPORATION INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Company.

•

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A" SERVICES

1.0 DESCRIPTION OF THE MANDATE

The Company retains the services of an experienced architectural or landscape architecture firm (the "Consultant") to:

1. Engage in a co-creation exercise with the Old Port team to provide an exceptional concept related to the organization's needs;
2. Develop a detailed design for Phase 1 of the Master Plan; the Consultant will be responsible for Project design, developing essential details and concepts and preparing design and execution drawings at 40% completion; and
3. Prepare the technical documentation required for the subsequent RFP for the purpose of engaging a general contractor to complete the work on a design-build basis.

The Consultant in this Project will not be eligible for subsequent processes to win design-build contracts for the Master Plan implementation but will act as the Company's consultant for all matters related to the procurement process, as well as during the execution of design-build works.

Services include the following:

1.1 OTHER ADVISORS

The Consultant will coordinate and work with other specialized consultants retained by the Corporation. Without restriction, the Company may engage third parties for the following disciplines:

- Design-build process specialist;
- Civil engineer;
- Mobility specialist;
- Public safety specialist;
- Public relations/public consultation specialist;
- Cost advisor;
- Environmental engineer;
- Geotechnical engineer;
- Electrical engineer;
- Street furniture designer;
- Archaeologist.

1.2 REFERENCE DOCUMENTS

As part of this Project, the Company has made reference documents available to Consultant on a secure website, including:

1. Master Plan for the Old Port of Montréal, Pointe-du-Moulin and Silo 5 territory (March 2020);
2. Work phases and scope document (June 2021);
3. Old Port presentation documents.

1.3 DESIGN-BUILD CONSTRUCTION

The Project delivery method will be based on the design-build method. The essence of the design-build approach is to create competition not only for construction work, but also certain design aspects. To this end, the Company will call for request for proposals for the construction of the Project. The team chosen will be led by a general contractor and will include an architect or landscape architect, engineers and any other specialists required to complete the Project.

The call for proposals for a design-build team consists of three distinct stages:

- Stage 1
Request for Qualifications – This step is open to any interested contractor; the contractor team must include professionals. Based on the bids received, three teams are preselected based on their qualifications, experience and the approach they propose to deliver the Project. Only the three preselected teams will proceed to stage 2 and receive the RFP.
- Stage 2
Design-build RFP – this phase will require the three preselected teams to submit detailed technical and financial proposals based on performance specifications and plans and specifications prepared by the selected architect/landscape architect. From this stage 2, a preferred bidder will be selected to proceed to stage 3.
- Stage 3
Final negotiations – during this phase, the Company and the selected design-build team will finalize the proposal details and execute an agreement for the design and construction of the Project.

1.4 VISION

The Company developed a high-level vision Master Plan vision that was made public in 2017. The Company wishes to implement the first phase of this vision by retaining the services of an experienced architecture or landscape architecture firm to create a detailed concept based on the vision proposed in this Master Plan but not constrained by it.

The Consultant will need to reconcile the key elements of the Master Plan with the technical and operational needs of the Company and the Project Values to produce an exceptional design concept that will be a legacy left for Canadians.

1.5 PROJECT ORIENTATION AND VALUES

The Company's overall vision in developing this Master Plan is to strengthen the position of the Old Port of Montréal as the premier recreational and tourist site in Quebec. The Project design should reflect the following orientations and values:

History and identity

- Preserve and enhance a historic site that was at the origin of modern Canada.
- Offer visitors a unique experience that educates them about the unique history of the Old Port.
- Highlight the area's port and industrial history.
- Create visual connections and improve links between De La Commune Street and the St-Laurent River.
- Incorporate points of interest that bring visitors closer to the water's edge.

A gathering place

- To be a beloved destination and gathering place for Canadians for events, spontaneous encounters and family adventures.
- Improve the links between Old Montréal and the Old Port by creating a public square at the entrance to each pier (Clock Tower Pier, Jacques Cartier Pier, King-Edward Pier).

Social responsibility

- Integrate innovative practices in sustainable development and biodiversity management.
- Incorporate universal accessibility principles into amenities, and in compliance with the *Canadian Accessibility Act*, to reduce barriers for all types of clientele.
- Recognize the history of Indigenous peoples in the Old Port.
- Create a vibrant site for all four seasons that encourages visitors to enjoy the facilities year round.

Cohabitation of users

- Prioritize and facilitate access to the site for pedestrians and active modes of transportation while maintaining necessary critical access to parking areas and truck loading routes.
- With a landscape that is safe for visitors and employees, seamlessly integrate the existing railway and grade crossings into the proposed development.

Prepare framework for future phases

- The vision of the Master Plan covers the entire territory of the Old Port. Phase 1 of the Project implementation will also be used to establish the standards and norms that will be used during the next phases of the Old Port redevelopment. The proposed vision must take into account a comprehensive approach that will enable all work to be carried

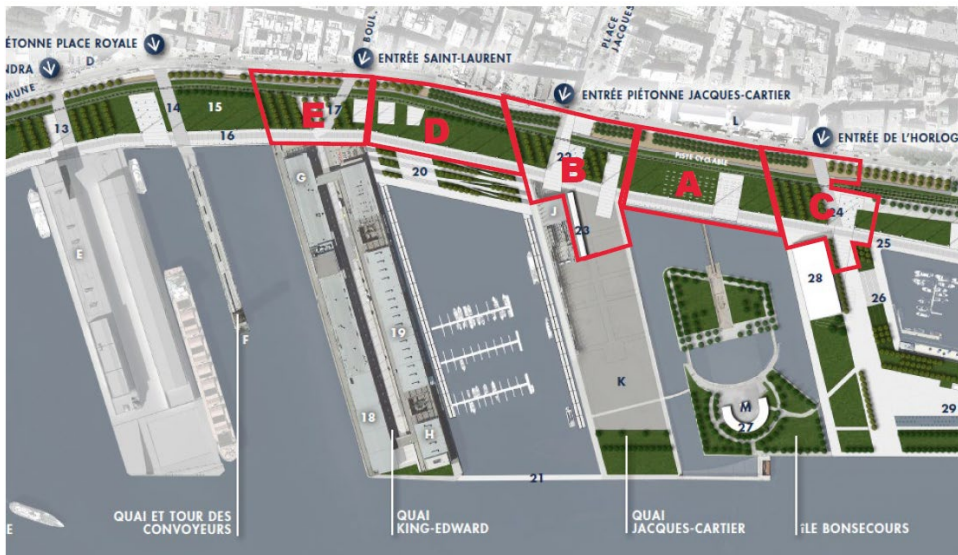
out over a 20-year period.

2.0 SCOPE OF SERVICES OF THE ARCHITECTURE OR LANDSCAPE ARCHITECTURE FIRM.

The entire Master Plan will be completed over a period of 20 years. The purpose of this Project is to start implementing the work with a view to redeveloping the central sectors of the Old Port of Montréal. The construction schedule for this first phase is spread over a four-year period, starting in 2022. The other sectors of the Old Port will be subject to another RFP following completion of Phase 1.

2.1 SECTORS

Phase 1 of the works includes the development of the main accesses and the esplanade areas from the King-Edward entrance to the Clock Tower Pier entrance. The total area of Phase 1 is 52634 m², divided into sectors. Key areas included in this Agreement:



Sector A (14260 m²)

- Walkway between the Jacques-Cartier entrance and the Clock Tower entrance
- Esplanade between the Jacques-Cartier entrance and the Clock Tower entrance
- New bicycle path, redevelopment of railway easement
- New interface with the Bonsecours Basin

Sector B (10431 m²)

- Pedestrian entrance and Jacques Cartier Pier public square

Sector C (8338 m²)

- Clock Tower entrance and public square, new traffic configuration (pedestrians, cyclists, vehicular traffic and parking access)

Sector D (11966 m²)

- Walkway between the King-Edward entrance and Jacques-Cartier entrance
- Esplanade between the King-Edward entrance and Jacques-Cartier entrance
- Redevelopment of railway easement

Sector E (7639 m²)

- King Edward entrance and public square

2.1 PHASING

The construction schedule is spread over a four-year period starting in 2022. A preliminary phasing of the Project is presented below. The Consultant will be required to work closely with the Company to develop a detailed scope of design work and a schedule for the scope of work.



2.2 DESIGN MANDATE

Based on a developed master plan, the Consultant must include the following items in their plan for the completion of Phase 1 of the Project.

2.2.1 SUMMARIZE EXISTING INFORMATION, ARTICULATE A PRELIMINARY VISION (Hourly Rate)

Primary objective: Articulate the values of the Project, understand the ambitions and constraints, and identify the main actions to pursue.

Scope:

- Understand and integrate the Company's objectives (financial, social and other) for the Site;
- Study and integrate the policies, regulations, plans and normative requirements applicable to the Site;
- Review the documents prepared by site management teams regarding risks and needs;
- Discuss with the Company on the future phases and assess their impact on the current phase;
- Study and integrate reports on the Site and nearby sites and identify missing

- knowledge/data;
- f) Organize, facilitate, and report on coordination meetings with internal Project teams and other key professionals;
 - g) Study and integrate the physical conditions of the Site and its urban morphology;
 - h) Study and integrate the history and heritage of the Site;
 - i) Explore how the history of the Old Port can be told through the landscape;
 - j) Analyze the needs of potential clients of the Company, summarize the technical requirements and optimal conditions expected by the Company;
 - k) Participate in discussions and meetings with the Company to ensure understanding of site constraints and opportunities;
 - l) Determine the specific area boundaries;
 - m) Identify specific phase boundaries;
 - n) Identify targets, objectives and risks;
 - o) Understand constraints and opportunities;
 - p) Collaborate with the Company to determine the appropriate construction Project budget for each phase;
 - q) Clearly present preliminary objectives, vision and strategies;
 - r) Define a preliminary Project vision and outline preliminary Project strategic and tactical principles.
 - s) Define the plan and scope of the Project including requirements, activities, surfaces, heights, context, lighting, etc. and qualitative and symbolic elements.

DELIVERABLES

- Preliminary Project vision document;
- Programme and detailed scope of work;
- Project phasing;
- Mandate schedule;
- Design budget;
- Project schedule by phase.

2.2.2 CONCEPT AND DRAWINGS

- a) In co-creation with the Company's representatives, prepare a concept illustrating various development options for the Company to review and provide feedback.
- b) After discussion with the Company, a concept will be selected, and the Consultant will incorporate the Company's comments.
- c) Plan three major iterations of the developed concept before proceeding with the final design.
- d) Prepare the statement of design and performance criteria for each programmatic element.
- e) Proceed with the review of different design approaches.
- f) Develop a general design concept in accordance with the established criteria.
- g) Graphically represent the general design concept through drawings, images and renderings.
- h) Prepare a budget estimate of the Class C * cost for the preferred concept.

DELIVERABLES:

- Design concept set (lighting concept included);
- Presentation renderings (minimum 10);
- Class C* Budget estimate.

(*) The class (A, B, C, D) is defined by the practices of the Real Property branch of PSPC, Government of Canada. Costs are to be segmented into UNIFORMAT II as per ASTM E1557 – 02.

2.2.3 PRELIMINARY DRAWINGS AND SPECIFICATIONS

Following approval of the design concept set, the Consultant must:

- a) On the Company's approved templates, and in accordance with the Company's policies and procedures, develop plans and specifications for a design-build RFP. The documents shall identify the full range of considerations and specifications for the work.
 - i. Produce complete preliminary drawings (normally considered 40% drawings) to identify the full range of design considerations;
 - ii. Draft a preliminary version of all technical or performance specifications necessary to guide the work of the design-build team, ensure the implementation of the concept and ensure the work quality expected by the Company;
 - iii. Define, refine and develop design details and select products. Certain key construction details must be advanced by more than 40% if required to ensure the quality of the work.
- b) Perform an analysis of water usage/savings.
- c) Complete the assessment grids for sustainable development, accessibility and life cycle standards.
- d) Revise the Project implementation schedule.
- e) Prepare:
 - i. A general development plan, its graphic representation through sketches, drawings, and preliminary renderings;
 - ii. A draft of constructed elements;
 - iii. A preselection of plantings;
 - iv. A lighting plan;
 - v. A comparative analysis of selected options and materials;
 - vi. The preparation and submission of a set of drawings for approval that describes the proposed solution;
 - vii. A specification set;
 - viii. A preliminary, Class B*, estimate of the cost of the work.

DELIVERABLES:

- Preliminary drawings set
- Preliminary specification set
- Life cycle analysis
- Accessibility analysis
- Presentation renderings

- Sustainable development certification application documents
- Class B* cost estimate

2.2.4 DESIGN-BUILD RFP DOCUMENTS

Based on the preliminary plans and specifications, the Consultant must:

- a) Develop and describe final versions of technical and performance specifications for the work and those to be prepared by other specialized consultants. A technical specification should describe the various materials to be used and their application. It should be prepared based on the various trades that will be involved in the work;
- b) Prepare drawings and documents required for the request for proposals, including the specifications and description of work;
- c) Prepare the following plans:
 - i. Existing conditions and demolition;
 - ii. Surfaces;
 - iii. Implantation;
 - iv. Surface grading and drainage;
 - v. Planting;
 - vi. Lighting;
 - vii. Construction and planting details;
 - viii. Any other Project plan required for construction to run smoothly;
 - ix. Connections and/or modifications to existing services;
 - x. Public safety.
- d) Draft a design criteria guide;
- e) Assist the Company with the Request for Qualifications and Request for Proposals for the Project, as required, to clarify documentation and answer questions from bidders and assist the Company in evaluating bids received.

DELIVERABLE:

- Tender drawings and specifications,
- Specifications ,
- Design Criteria Guide.

2.2.5 SERVICES DURING CONSTRUCTION (HOURLY RATE)

During the construction phase, the Consultant must:

- a) Participate in visits or provide assistance at the request of the Company or the contractor to clarify specific points or adapt works to site conditions;
- b) Provide information regarding interpretation of plans and specifications;
- c) Verify materials, shop drawings and equivalencies for construction materials and equipment to ensure they meet plan and specification requirements;
- d) Recommend to the Company the acceptance of construction work and the provisional and final acceptance of the work;
- e) Evaluate the substitutes proposed by the contractor and revise the contractual documents made necessary by these substitutions, when required;

- f) Conduct inspections;
- g) Attend regular pre-construction and status meetings;
- h) Review contractor bids;
- i) Respond to requests for interpretation;
- j) Review change requests;
- k) Submit change orders for approval by the company;
- l) Observe and prepare reports on the progress of the works.

2.2.6 OTHER PROCUREMENT DOCUMENTS (HOURLY RATE)

As part of its procurement strategy for Phase 1 of the Project, which is now beginning, the Company will adopt a standardized design for the supply of some components required for the Project, as well as for subsequent phases of work.

To meet this requirement, certain component procurements will be handled directly with suppliers, through separate contracts, instead of including the procurement of such components in the upcoming design-build contract for the Project.

As an example of components, these may include:

- Street furniture (benches, trash cans, bollards, bike racks, etc.);
- Signage;
- Public art.

The Consultant will therefore be responsible for designing and preparing the concepts, drawings and specifications that will then be required at the request of the Company for these said component procurements.

2.2.7 OTHER SERVICES (HOURLY RATES)

- a) Document preparation services for and participation in public consultations;
- b) Development of a site signage plan and design of sign structures;
- c) Preparation of visual materials for presentation beyond the presentation images normally required for deliverables: model, photo montage, PowerPoint presentation, 3D simulation or representation, 3D HD animation, colour posters or colour plans and perspectives;
- d) Any other services requested by the Company and normally provided by architects or landscape architects.

3.0 OTHER PROJECT PARAMETERS

3.1 DESIGN STANDARDS

The Project must be designed to meet certain design standards to ensure that the Project follows best practices. The Consultant is responsible for reviewing possible design standards and recommending the design standards that the Company should adopt. If a certification of compliance with the standard is possible, the Company will seek certification. The Consultant is

responsible for all necessary documents and submissions that may be required for certification.

Areas where the Company is seeking an appropriate design standard are:

3.1.1 Universal Accessibility

Adopt a universal design approach to landscape design to provide an easily navigable environment that can be clearly understood and effectively used by people with a wide range of limitations in a wide range of situations. The Consultant is responsible for proposing appropriate design standards.

3.1.2 Sustainable Development

The Consultant shall be responsible for proposing to the Company a certification system for the performance and certification of the Project. The said system shall include very high standards, equal to or better than those of the "SITES" system administered by Green Business Certification Inc. (GBCI).

3.1.3 Life Cycle

Products should be selected with an analysis of the costs and environmental footprint of products over their entire life cycle. The Consultant is responsible for proposing appropriate design standards. The Consultant may suggest other design standards.

3.2 PROJECT TIMELINE

- December 2021- Contract signed with the Company
- September 2022- Design-build RFP documents
- January 2023 - Site mobilisation

3.3 LANGUAGE OF WORK

The Consultant must be able to: 1) perform the Services, including all correspondence, Project meetings, and drafting of Project deliverables in both official languages of Canada; and 2) communicate with the Company's employees in the official language of their choice.

**SCHEDULE "B"
FEES AND EXPENSES**

The Fees payable for each mandate are determined in accordance with the compensation method in this Schedule B as follows:

Mandate(s)	Compensation method(s)
2.2.1 Summarize existing information, Articulate a preliminary vision	Hourly rate
2.2.2 Concept and drawings	Percentage
2.2.3 Preliminary drawings and specifications	Percentage
2.2.4 Design-build RFP documents	Percentage
2.2.5 Services during construction	Hourly rate
2.2.6 Other procurement documents	Hourly rate
2.2.7 Other services	Hourly rate

HOURLY RATES COMPENSATION

For mandates that are paid on an hourly basis, the Consultant is paid according to the hours incurred. The number of hours worked must be compiled daily, to the nearest quarter hour.

Classification	Experiences	Hourly rates
Project Lead/Director	15 years or more	
Chief Architect/Landscape Architect (Project Manager)	15 years or more	
Senior Architect/Landscape Architect	10-15 years	
Mid-Level Architect/Landscape Architect	5 - 9 years	
Junior Architect/Landscape Architect	3 - 5 years	
Senior Technician/Draftsperson	10-15 years	
Mid-Level Technician/Draftsperson	5 - 9 years	
Junior Technician/Draftsperson	0 - 5 years	
Technical Assistant and Secretary	3 years or more	

PERCENTAGE METHOD

For mandates that are paid on a percentage basis, the percentage shown in this Schedule table is multiplied by the cost of the work (the "Cost")

The Cost is the total cost required to complete the work for which the Consultant is providing services and for which it is responsible. The Cost includes overhead contractor's profit but excludes all applicable taxes. The Cost does not include professional fees and disbursements of the Consultant

and other consultants. Cost does not include surveys, tests, or analyses by laboratories or consultants. Cost does not include civil works not directly related to the landscape work.

For billing purposes, the Cost is initially determined by the Company's budget for the Project and will be adjusted based on the Company's budget after execution of the contract with the contractor.

The Consultant agrees and acknowledges that the establishment of the Cost and its subsequent revision is at the sole discretion of the Company.

The Expenses payable shall be as follows:

Expenses, when agreed upon with the Company, shall be reimbursed to the Consultant on an at-cost basis without mark-up. The Consultant shall provide supporting documentation to the satisfaction of the Company and upon request. These expenses include:

- (a) Costs of analysis and laboratory, topographic or legal surveys, cadastral surveys, and other documents required but normally provided by the Corporation;
- (b) Fees, charges or taxes for permits or approvals to be obtained from authorities;
- (c) Certification and documentation fees related to third party certification, such as SITES;
- (d) Fees for computer modeling and special documentation.

SCHEDULE "C" INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of Quebec or other Canadian jurisdictions to do business in the Province of Quebec and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned, rented or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
 - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) broad form property damage including completed operations;
 - (iii) broad form property damage;
 - (iv) cross liability and severability of interest clause;
 - (v) additional insured endorsement;
 - (vi) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the Term of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:

- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of Quebec in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

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SCHEDULE "D"
PROJECT SCHEDULE

(Insert Proponent schedule – RPF Section 3.3.11)