

# Request for Proposal



**RFP DR-2025-01**

Request for Proposal for an Engineer's Report for the Abandonment of the MacGillivray-MacLeod Drain, McRae Branch

**Date of Issue:** Wednesday May 28, 2025  
**Submission Deadline:** June 18, 2025, at 1:00PM EST

## **1. Introduction:**

The Township of North Glengarry started the process to abandon the McRae Branch of the MacGillivray-MacLeod municipal drain in 2023 under Section 84. Under Section 84(3) of the Drainage Act, an engineer's report may be required if requested by an owner. As an owner sent notice to the Township Clerk within the 10-day period in accordance with subsection 84(1), the Township of North Glengarry is requesting proposals for engineering services as per Section 84(3) of the Drainage Act.

Due to the nature and legal responsibilities of the Engineer under the Drainage Act, interested engineering firms must be familiar with and have recent, relevant experience working with and under the Drainage Act, including recent experience preparing new Engineer's Reports under the Act.

The Drainage Act (the "Act") refers to the Drainage Act, R.S.O. 1990, c. D. 17, as amended. Any references to the Act shall be deemed to be a reference to the most recent legislation and any replacements thereto.

The following set out the scope of work required relative to the project.

### **1.1. Overview**

The McRae Branch of the MacGillivray-MacLeod Drain was constructed in 1952 under a report from L. P. Stidwell and is located in the former Township of Lochiel. The branch is approximately 1000 meters in length.

### **1.2. Resource Documents**

The following are documents, reports, and other resources that may be relevant to this project. A digital copy can be made available upon request.

- 1951 Plan
- 1952 Engineer's Report
- 1975 Plan
- 1975 Engineer's Report

GIS and Township mapping can be made available to the successful bidder upon request.

### **1.3. Questions**

Questions must be emailed to Zoe Bouge, [drainage@northglengarry.ca](mailto:drainage@northglengarry.ca), no later than 1:00pm on Monday June 12<sup>th</sup>, 2025.

## 2. Scope of Work

**2.1.** Engineering services are required in relation to a Request for Engineering Services submitted under Section 84 of the Act. The Council of the Township of North Glengarry passed a resolution to initiate the abandonment process on November 27, 2023, of the McRae Branch of the MacGillivray-MacLeod Drain. Notice was circulated to all landowners within the watershed. On December 20, 2023, a formal request for an engineer's report was requested by a landowner. The next step in the process is to appoint an Engineer to complete the required Engineer's Report. The appointed Engineer shall be responsible for all such associated works required by the Act as well as a presentation to Council with the findings of the Engineer's Report.

**2.2.** Works may include, but not be limited to;

- Visit the site
- Confirm the extent of the area requiring drainage;
- Assess the current usage and impact;
- Prepare the Engineer's Report;
- Present the Engineer's Report to Council;
- Liaise with landowners, Township staff and Council

## 3. Project Schedule

The Township of North Glengarry's proposed schedule for this project is as follows:

Item	Date
Award of RFP	Week of June 23 <sup>rd</sup> , 2025
Final Report	August 1, 2025
Presentation to Council	August 11, 2025

## 4. Submission Requirements

Interested engineering firms are invited to submit a proposal for services related to the abandonment of the McRae Branch of the MacGillivray-MacLeod Drain under the provisions of the Drainage Act, R.S.I. 1990, c. d.17. Proposals must include the following:

### 4.1. Cover Letter

Proposals should include a signed cover letter from an authorized representative of the firm, clearly outlining the firm's understanding of the project and expressing their intent to undertake the work.

### 4.2. Drainage Act Experience and Project Team

Proposals should demonstrate the engineering firm's experience in conducting assignments of a similar nature by including descriptions of previous work with two project references. Experience with municipal drain abandonments and recent experience in Eastern Ontario would be considered an asset.

The proposal must provide a company profile, including a brief history of the firm and an overview of its operations. The proposal must identify the proposed project team, listing the key personnel and their qualifications as well as a description of each individual's role and responsibilities in relation to this project. The proposal must identify the engineer who will be taking responsibility for the Engineer's Report and presenting the findings to Council.

#### **4.3. Project Understanding and Methodology**

Proposals should include a description of their proposed work plan and methodology for completing the project. This should include an outline of the intended approach of assessing the area for abandonment and discussion of any anticipated challenges or considerations. A proposed timeline should be included with reference to Section 3 Project Schedule and how the firm will adhere to these dates.

#### **4.4. Fee Estimate**

A detailed fee proposal must be provided outlining all anticipated costs, including a breakdown of fees by tasks and hourly rates for personnel. Costs for onsite meetings, field visits and presentation to Council must be broken out. The fee quoted shall be a maximum amount and exclusive of HST. The total anticipated number of hours required for the project must be included.

Detailed submissions must be emailed to Zoe Bougie, Director of Finance/Treasurer, at [drainage@northglengarry.ca](mailto:drainage@northglengarry.ca), no later than **1:00pm on June 18, 2025**. Additional documents may be included with the submission.

### **5. Evaluation**

Following the deadline, an evaluation of the proposals received will take place. This proposal evaluation may, at the absolute discretion of the Township, involve presentations by some, or all bidders, discussions with bidders, and requests to bidders to provide written or oral clarification of various aspects of their proposals.

The process of selecting the best qualified firm shall consider the following factors:

Criteria	Weighting
Drainage Act Experience	20%
Project Team	10%
Project Understanding and Methodology	20%

Adherence to Project Schedule	20%
Fee Estimate	30%

## 6. Insurance

The successful proponent shall, at its own expense, obtain and maintain until the termination of the contract, and provide the Township with evidence of:

**6.1.** Comprehensive General Liability insurance and an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the Township as an additional insured with respect to the successful proponent's operations, acts and omissions relating to its obligations under this agreement. Such policy to include but not be limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobiles liability, personal injury including humiliation, broad form property damage, contractual liability, Owners and Contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured (s); contingent employers liability; cross liability and severability of interest clauses. The above coverage shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

**6.2.** Professional Liability Insurance coverage to a limit of not less than \$5,000,000. If such insurance is written on a claim made basis, the coverage shall be maintained for a period of two years subsequent to the conclusion of services provided or contain a twenty-four month extended reporting period:

Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured and the Township shall bear no cost towards such deductible.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Township in writing at least sixty (60) days prior to the effective date of cancellation or expiry. The Township reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Township may reasonably require.

## 7. Standard Terms and Condition

**7.1.** Respondents must satisfy themselves by personal examination of the sites and locations of the proposed works as to the local conditions to be met with during the execution of the Agreement.

- 7.2.** The prices submitted shall include all taxes where applicable. For material on which the Township is exempt the prices bid shall not include sales taxes and the Township will provide the successful Respondent with a certificate of end use.
- 7.3.** The Respondent has ensured that their submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same work and is in all respect fair and without collusion or fraud.
- 7.4.** The successful Respondent shall be the prime contractor and shall control the work to ensure compliance with all occupational health and safety laws and regulations.
- 7.5.** The successful Respondent agrees to hold harmless the Township of South Glengarry and will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation under the Occupational Health and Safety Act.
- 7.6.** The Respondent shall clearly indicate any Member of Council or employee of the Township that has any direct or indirect pecuniary interest in the Respondent being successful in this solicitation and describe the general nature of the interest.
- 7.7.** Notwithstanding anything herein, if it is deemed most favourable in the interests of the Township of North Glengarry then the Township reserves the following rights, to be exercised at its sole discretion, in order to select a submission that provides the greatest value based on quality, service and price:
- a) to accept corrections to a submission after the closing date for obvious clerical errors except those that would vary the bid price;
  - b) to reject any or all submissions;
  - c) to reject any or all submissions;
  - d) to reject any or all submissions;
- 7.8.** Notwithstanding anything herein, the Township reserves the following rights in all cases, to be exercised at its sole discretion:
- a) To reject any or all submissions based on one or more of the following factors:  
Safety, financial stability of the Respondent, previous problems with the Respondent in delivering goods or services, the benefits of diversifying the

Township's sources of supply, reliability of a Respondent, and other commercially relevant considerations.

- b) To reject any submission that has an all-inclusive cost that is more than 40% below or more than 40% above the average prices submitted and evaluated.
- c) This process does not give rise to any contractual rights or obligations.