



## Devils Lake Water Improvement District

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### **REQUEST FOR PROPOSALS**

### **FOR OUTLET CONTROL MAINTENANCE, MONITORING SERVICES & GENERAL CONTRACTING**

“The DEVILS LAKE WATER IMPROVEMENT DISTRICT of Lincoln City, Oregon is a municipal corporation organized under the laws of the State of Oregon, and is hereinafter referred to as "the District."

The District seeks proposals for the combined roles of (1) outlet control and maintenance; (2) for daily lake level, temperature, and rain gage monitoring and reporting; (3) for the oversight of emergency dredging of the D River as required; (4) for the maintenance of signage and kiosks (5) and for nominal construction, destruction and clean up duties as required.

Contractor must be licensed and bonded for the work they will be doing, and hold a business license for the City of Lincoln City and any other licenses required by law.

### **DESCRIPTION OF WORK**

#### **Outlet Control & Maintenance**

The work to be performed by the Contractor shall include all services generally performed by a maintenance worker. The Contractor shall be responsible for addition and removal of boards and support stanchions in the control structure as needed to maintain lake levels in accordance with the District's permit and allowing for adequate fish passage.

Specifics:

- Operation of the dam is done between or around April 15<sup>th</sup> and October 15<sup>th</sup> each year.
- The Contractor shall provide his or her own tools for any maintenance required on the outlet structure.
- Any additional materials or supplies required will be obtained and billed by the Contractor to the District with the Lake Manager's consent.
- The Contractor will be required to have a truck capable of transporting stanchions and boards used for the dam.
- Installation of the dam requires site prep which may include the movement of logs, cobble, miscellaneous debris, and/or sand. This shall be accomplished without the use of heavy equipment. Generally the narrow footprint requiring clearing can be accomplished by use of hand powered tools, a chainsaw, and at times use of a vehicle tugging on materials from the shore. Use of heavy equipment if absolutely necessary would occur under a separate contact and may require a permit.
- Installation of the dam requires the retrieval of the stanchions, bolts, plastic sheeting and boards from the Lincoln City Public Works Shop.
- Stanchions are bolted to the concrete substructure, and the boards are secured between the stanchions with wedges (See Plates 1, 2).
- Plastic sheeting may be used to seal the dam. Additionally the shore of the dam may require the placement of sand bags to insure optimal impoundment. This is an annual maintenance requirement as erosion to the shoreline occurs through the winter.
- A special fish weir section will be placed in the dam in one section. This structure made of plywood, provides for the minimal fish passage during normal operation. Maintenance of this structure is a requirement of the Contractor.
- Fish passage must be maintained anytime the dam is installed.
- The Contractor shall remove any debris caught by or on the dam or that is blocking fish passage.
- At any time that adequate fish passage cannot be maintained, the Contractor shall immediately notify the Lake Manager (See Plate 3).
- The Contractor shall immediately report to the Lake Manager any damage to the structure or large debris not able to be removed by the Contractor.
- Impoundment Right: The Contractor will work with the Lake Manager to assure that the District remains in compliance with its permit and the impoundment goals of the District. A copy of the Districts permits are available online ([www.dlwid.org](http://www.dlwid.org) See Projects Page, Section Lake Level).
  - Between April 15<sup>th</sup> and May 31<sup>st</sup>, the lake level is so be maintained at a maximum of 9.53' above sea level and at a minimum of 9.30'. To achieve this level, the Contractor may be required to remove or add boards to the impoundment.
  - To comply with fish passage agreements, the dam must be pulsed every

other night between May 15<sup>th</sup> and May 31<sup>st</sup>. This is accomplished by removal of one full set of stacked boards between approximately 7 pm and 7 am. Provided adequate lake level can be maintained, the contractor can choose to leave the section out for longer periods during this pulsing period.

- Summertime lake level management continues to require the lake to not exceed 9.53' of impoundment, that adequate fish passage is maintained through the weir, and requires an adequate flow out to the D River. By permit outflow must equal the inflow into the lake between the months of August and September. Even in the course of rain events, additional water may not be impounded during this time.
- Between October 1<sup>st</sup> and October 15<sup>th</sup>, additional water may again be impounded, but the lake level must not exceed 9.53'. At or near October 15<sup>th</sup>, the entire structure shall be removed, transported and placed in storage for the next year.
- The Contractor will be responsible for transporting the stanchions, boards and other materials back to the Lincoln City shop storage where the Contractor will then stack the items for storage during the winter months.

### Monitoring and Reporting

The Contractor will be responsible for obtaining staff gage readings daily at the outlet of Devils Lake to determine lake level, taking daily temperature readings, and be responsible for recording the daily rainfall. These data will be entered into a Microsoft Excel file and emailed to the Lake Manager on a weekly basis.

### Emergency Dredging

The Contractor shall report to the Lake Manager anytime the D River is impassable and oversee the clearing of the channel though a secondary contract paid by the District. The Contractor would be eligible to compete for this secondary contract, but it is not part of this contract. Routinely in the winter months, storm surges may cause the D River to become clogged with sand and debris. Generally this occurs 1-3 times a year, but has been as frequent as occurring several times in a year. The Devils Lake Water Improvement District and the City of Lincoln City have in place a permit which allows for the emergency dredging of the channel. The Contractor would be responsible for coordinating with Oregon Parks and Recreation Department, Department of State Lands, Oregon Department of Fish and Wildlife, and the excavating contractor approved for the work. Work would be done at low tide, and may require weekend and even night time work.

### Signage and Kiosk Maintenance

The Contractor will be required to maintain all sign boards and kiosks operated by the District. Maintenance requirements include the repainting or replacement of the signs

boards, affixing signs, and/or replacement of the plastic holders. Additional signage on kiosks may also require minimal maintenance or replacement. By way of example small metal and plastic water quality signs are permanently posted at The D River, Devils Lake Campground, Regatta Grounds, Holmes Road, Sand Point Park and East Devils Lake State Park (See plate 4 as sample). Signs shall be in readied and mad in good condition for the summer sampling season. A seasonal sign and sign board (See Plate 5) shall be installed in the sand at the D River in the spring time. This sign shall be removed in the fall and returned to storage.

#### Construction, Demolition & Clean Up Duties

The Contractor will conduct and provide for the means of construction, demolition, and clean up as required by the District. This may include but not be limited to the construction, maintenance and/or removal of signs, materials and exclosures and shall not exceed 20 hours of work a year. The District will cover the costs of materials for any such projects.

### **INSURANCE AND INDEMNITY**

For the duration of this contract, Contractor shall carry public liability insurance in the sum of \$100,000 per person to whom Contractor may become liable for reason of a condition caused by the movement of the boards or support stanchions at the outlet control structure; \$100,000.00 per occurrence resulting in such liability, and \$50,000 property damage liability coverage. The Contractor agrees to provide Workers' Compensation insurance coverage for all persons employed by the Contractor. The Contractor agrees to indemnify the District for any and all liability or loss arising in any way out of the performance of this contract.

### **RELATIONSHIP OF PARTIES**

The Contractor will be an independent contractor, and is not to be considered to be an agent or employee of the District for any purpose. Employees of the Contractor are to be considered solely as Contractor's employees and not those of the District. The District shall not set the working conditions, or working time of the Contractor, except with respect to daily maintenance and monitoring schedules, reporting activities, and meeting certain deadlines for the District. The work to be performed by the Contractor under this contract shall be performed entirely at Contractor's risk, and Contractor assumes all responsibility of the condition of, and maintenance and repair of, the equipment to be used in performance of this contract. It is understood that the Contractor is free to contract with others for similar work while the Contractor is under contract with the District.

## TERM OF CONTRACT

This contract shall be for a term of twelve months, beginning Apr 1, 2010 and ending March 31, 2011. Either party to this contract may terminate the contract with 30 days written notice.

## SUBMISSION DEADLINE

Submissions must be received by 4 pm March 29, 2010 for consideration. Please send proposals to lake.manager@dlwid.org or DLWID, PO Box 974, Lincoln City, OR 97367.

Provided a suitable contractor is found, this contract will be awarded at the April 1<sup>st</sup> regular meeting of the District. This meeting starts at 6 pm and is held at the District's offices, 820 SE Hwy 101 Suite D, Lincoln City, Oregon.

**IMPORTANT NOTE:** Questions regarding this RFP must be received by 2 pm on March 17<sup>th</sup> and should be sent to lake.manager@dlwid.org or DLWID, PO Box 974, Lincoln City, OR 97367.



**Plate 1. Dam at D River. Stanchions only.**



**Plate 2. Boards secured in dam with wedges.**



**Plate 3. D River Dam installed. Fish passage maintained.**



**Plate 4. Sign Kiosk at Regatta Grounds.**



**Plate 5. Temporary sign at D River Wayside.**