

Request for Proposals Devils Lake Dredging Project

Issue date: June 22, 2026

RFP Closing Date: July 6, 2026

REQUEST FOR PROPOSALS

The Devils Lake Water Improvement District (District) is proposing to dredge up to 2,000 cubic yards of accumulated sediment from the lower (west) end of Devils Lake in Lincoln City, Oregon to improve natural flows through the area, maintain flood control and debris accumulation, and restore safe navigation and recreational uses to the west (lower) end of the lake adjacent to Hostetler Park. The proposed dredge prism measures approximately 1.08 acre (47,200 square feet) in total area, with accumulated sediment depths ranging from 0.5 to 2 feet. The proposed leave surface (i.e., vertical limit of dredging) is approximately 10.8 feet.

The full Request for Proposal may be obtained from, and questions posed to:

Name: Boone Marker
Title: District Manager
Devils Lake Water Improvement District
4006 NE West Devils Lake Rd.
Lincoln City, OR 97367
Telephone: (541) 994-5330
Email: lake.manager@DLWID.org

Proposals will be received by the District until closing at 5:00 p.m., on July 6, 2026. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**Proposal for Dredging Services**" Attention: Boone Marker, at the above address. Faxed and emailed proposals will be rejected as non-responsive.

**Section I
Request for Proposals**

The Devils Lake Water Improvement District (“District”) is soliciting proposals from qualified contractors (“Proposers”) to dredge up to 2,000 cubic yards of accumulated sediment from the lower (west) end of Devils Lake in Lincoln City, Oregon (the “Project”). The purpose of this RFP is to select the most qualified and responsive Proposer to enter into a Contract/Price Agreement for the dredging project.

All Proposers are placed on notice that the scope of the Project and its costs may be revised, expanded, or reduced before a contract is executed between a Proposer and the District. For purposes of submitting a proposal, the services described in the proposal should be drafted to address each of the below-referenced portions of the Project. If the District receives responsive and responsible bids for the Project, the District intends to enter into a contract for the Project in the form attached as Appendix B with the selected Proposer after negotiating a maximum not to exceed dollar amount for dredging services. Contract amounts will be based upon time and materials for all other work rendered.

Proposal clarifications or additional information requested by the District must be provided by Proposer within 24 hours of request, excluding weekends and holidays.

**Section II
Scope of Work**

The District is seeking proposals from qualified contractors to dredge up to 2,000 cubic yards of accumulated sediment from the lower (west) end of Devils Lake in Lincoln City, Oregon to improve natural flows through the area, maintain flood control and debris accumulation, and restore safe navigation and recreational uses to the west (lower) end of the lake adjacent to Hostetler Park. The proposed dredge prism measures approximately 1.08 acre (47,200 square feet) in total area, with accumulated sediment depths ranging from 0.5 to 2 feet. The proposed leave surface (i.e., vertical limit of dredging) is approximately 10.8 feet. Refer to the engineering plans located in the Joint Permit Application.

Deliverables:

- Dredging completed by September 15, 2026.
- Coordination with the City of Lincoln City’s sewer line project.
- Warranties for materials and labor.

Section III
Anticipated Award and Contract Performance Schedule

Proposals due: July 6, 2026.

Initial evaluation scores announced: July 7, 2026.

Anticipated Award: July 9, 2026.

Execution of Agreement with Proposer: July 31, 2026.

Construction Completed: September 15, 2026.

The District reserves the right to adjust one or more of the above dates.

Section IV
Pre-proposal Meeting

No Pre-proposal Meeting will be held.

Section V
Submittal Information

Please note the following specific requirements for submitted proposals:

1. The District may modify this RFP via addenda before the proposal due date. Please check the District's website, www.DLWID.org, for updates at least weekly, and daily the week before closing. Receipt of all addenda must be acknowledged in submitted proposals.
2. Proposers responding to this RFP do so solely at their expense. The District is not responsible for any Proposer's expenses associated with responding to this RFP.
3. Proposers are directed to the protest procedures as set forth in the OAR 137-048-0240.
4. Each proposal must include the information set forth in Section VII, Proposal Requirements, and address the criteria by which the proposals will be evaluated and ranked, set forth in Section VIII, Proposal Evaluation.
5. All proposals submitted are the property of District, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after District has awarded and executed the attached Contract. Thereafter, except for information marked

“Proprietary,” all documents received by District shall be available for public disclosure. District will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

Section VII Proposal Requirements
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A. Proposal Contents.

Proposal shall include, at a minimum, the following items:

1. Each proposal shall include an introductory or cover letter. Proposers may use this section to introduce the proposal and the key provisions of the submittal.
2. The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal.
3. Name and qualifications of the individual who will serve as the Project Manager.
4. The names of the persons who will assist the Project Manager in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The District is interested in construction firms with experience serving governmental entities.
5. Written affirmation that the firm has a policy of nondiscrimination in employment of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
6. Proof of insurance for a minimum of two million dollars coverage in comprehensive liability insurance coverage, and automobile liability insurance. Proof of coverage by Workers’ Compensation Insurance or exemption.
7. A list of the tasks, responsibilities, and qualifications of any subcontractors proposed to be used on a routine basis and proof of adequate liability insurance for any subcontractors.
8. The names and current phone numbers of individuals representing three (3) owners, to be used as references. Describe the work performed for references. References from dredging projects similar to the Project are preferred. Please verify that the references identified had direct contact with your proposed team members.
9. The names, address, and contact information for owners of Proposer’s last three (3) projects and number of change orders for each Project not initiated by owner.
10. Confirmation that Proposer is construction contractor licensed to perform the Project within the State of Oregon.

11. Confirmation that the Proposer will make available the necessary personnel for this work. This should include the proximity of personnel to the District, and affirmation that such personnel can respond to District inquiries and/or be onsite within a maximum of 24-hours.
12. Proposer may provide supporting material that it believes will assist the Selection Committee in the decision process. Only relevant information should be submitted. Items that may be included in the Appendix as support material include: Graphs and figures, Additional references, Project photos, Insurance certificate. If the Proposer does not wish to include support information in the Appendix, please include a page indicating that “No additional support material has been provided.”

B. Pricing Information.

A Proposer may be requested by the District to provide pricing policies, rates, and other cost information (collectively, Price Information). Proposers should refer to Section VIII.B for information on Price Information and associated evaluation procedures.

**Section VIII
Proposal Evaluation**

A. Evaluation Criteria

Proposals will be evaluated by the District using the following criteria:

		Points
1.	Introductory Letter	(Pass/Fail)
2.	Proposer availability and capability to perform the needed dredging services described in this RFP.	(10)
3.	Proposer’s experience working on similar projects.	(10)
4.	Proposer’s demonstrated ability to successfully complete similar services on time and within budget, including Proposer’s record of satisfactory performance. This includes evaluation of the number of change orders in Proposer’s last three (3) projects that were not initiated by Owners.	(15)
5.	Project Understanding. Proposer’s understanding of each Project category and ability to interpret and apply technical information, particularly in-water work period. Proposer acknowledgement of information specific to District and describe how the Project team will interact with	(20)

District staff and what level of support will be anticipated or expected from the District.

- 6. The methodology Proposer would use in approaching this Project, per engineering plans. At a minimum, provide an estimate of the amount of time needed to complete each major task, and a preliminary schedule of major elements. **(10)**

- 7. Proposer’s familiarity with local, state, and federal permitting procedures (particularly in-water work restrictions) and regulations, and Proposer’s geographic proximity to the Project site. **(20)**

- 8. Amount and type of resources and number of experienced staff Proposer has available to perform the dredging and related services described in this RFP within the applicable time limits. **(15)**

TOTAL: _____

B. Evaluation Process

Proposals will be screened pursuant to the following minimum qualifications:

- 1. Proposer is a licensed contractor and can perform all proposed Project construction tasks within the State of Oregon.

- 2. Proposer’s ability to provide the work needed by District to the standards required by the District, County, and State.

- 3. Whether Proposer has the financial resources for the performance of the desired services, or the ability to obtain such resources.

- 4. Proposer is an Equal Opportunity Employer and is otherwise qualified by law to enter into the construction contract.

Once the initial screening process is completed, the remaining proposals will be evaluated under the criteria and weights accorded in Section VIII.A above, by an evaluation committee made up of the District Manager and one member of the Board of Directors. If the District deems it desirable, the District may elect to interview one or more of the top candidates.

**Section IX
Execution of Contract**

The District intends to select the highest scoring responsive responsible Proposer, which will be based upon the total from the Evaluation Criteria (a possible maximum total of 100 points). After the

Evaluation Committee scores and ranks the Proposals, the Evaluation Committee will make a written recommendation on Awardee selection to the District Board. The Evaluation Committee will document the reasons for its recommendation. The District Board will make the final decision on selection of the most suitable candidate for District's Project. All Proposers will be notified of the Board's decision.

It is the desire of the District to have a contract for the Project in place no later than July 31, 2026.

Section X Miscellaneous

The District reserves the right to: 1) Seek clarifications of each proposal; 2) Negotiate a final contract that is in the best interests of the District and the public; 3) Reject any or all proposals or cancel this RFP at any time if doing either would be in the public interest, as determined by the District in its sole discretion; 4) Award the contract to any Proposer based on the evaluation criteria set forth in this RFP; 5) Waive minor informalities contained in any proposal, when, in the District's sole judgment, it is in the District's best interest to do so; and 6) Request any additional information District deems reasonably necessary to allow District to evaluate, rank, and select the most qualified Proposer to perform the services described in this RFP.

The services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contract executed by the successful Proposer, as indicated in the attached contract form attached as Appendix A. Any open terms in the attached contract will be completed based upon District negotiation and Awardee's proposal. Submittal of a proposal indicates a Proposer's intent to execute the attached contract terms and be bound thereby.

Section XI Contact Information

Direct all inquiries regarding the Project and this RFP to:

Name: Boone Marker
Title: District Manager
4006 NE West Devils Lake Rd.
Lincoln City, OR 97367
Telephone: (541) 994-5330
Email: lake.manager@DLWID.org

Section XII Appendices

The following appendices are included in this RFP:

Appendix A: Joint Permit Application

Appendix B: Dredging Services Contract

Joint Permit Application

This is a joint application, and must be sent to all agencies (Corps, DSL, and DEQ). Alternative forms of permit applications may be acceptable; contact the Corps and DSL for more information.

DATE STAMP

	U.S. Army Corps of Engineers Portland District		Oregon Department of State Lands		Oregon Department of Environmental Quality
Action ID Number		Number			

(1) TYPE OF PERMIT(S) IF KNOWN (check all that apply)

Corps: Individual Nationwide No.: _____ Regional General Permit _____ Other (specify) _____

DSL: Individual GP Trans GP Min Wet GP Maint Dredge GP Ocean Energy No Permit Waiver

(2) APPLICANT AND LANDOWNER CONTACT INFORMATION

	Applicant	Property Owner (if different)	Authorized Agent (if applicable) <input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Contractor
Name (Required)	Boone Marker	Anne Williams (3500/3600)	Eric Campbell
Business Name	Devil's Lake WID	3440 Salmon River Hwy.	Campbell Environmental, LLC
Mailing Address	4006 NE W. Devil's Lake Rd Lincoln City, OR 97367	Otis, OR 97368	PO Box 124 Wilsonville, OR 97070
Business Phone	541-994-5330		503-680-8390
Cell Phone			503-680-8390
Fax			
Email	lake.manager@dlwid.org		eric@campbellenviro.com

(3) PROJECT INFORMATION

A. Provide the project location

Project Name Devil's Lake Dredging		Latitude & Longitude (decimal) 44.9674 N / -124.0155 W (WGS84)		
Project Address / Location Near NE 1 st Street and Highway 101		City (nearest) Lincoln City	County Lincoln	
Township 7S	Range 11W	Section 15	Quarter/Quarter SW/NE	Tax Lot(s) 3100, 3200, 3500, 3600

Brief Directions to the Site

Travel Highway 101 through Lincoln City. Turn onto SE 1st Street, dredging site is located immediately north in Devil's Lake.

B. What types of waterbodies or wetlands are present in your project area? (Check all that apply.)

River / Stream Non-Tidal Wetland Lake / Reservoir / Pond
 Estuary or Tidal Wetland Other Pacific Ocean

Waterbody or Wetland Name Devil's Lake	River Mile ~0.01	6 th Field HUC Name Devil's Lake – Frontal Pacific Ocean	6 th Field HUC (12 digits) 171002040901
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C. Indicate the project category. (check all that apply.)

Commercial Development Industrial Development Residential Development
 Institutional Development Agricultural Recreational
 Transportation Restoration Bank Stabilization
 Dredging Utility lines Survey or Sampling
 In- or Over-Water Structure Maintenance Other:

(4) PROJECT DESCRIPTION

A. Summarize the overall project, including work in areas both in and outside of waters or wetlands.

The Devil's Lake Water Improvement District (District) is proposing to dredge up to 2,000 cubic yards of accumulated sediment from the lower (west) end of Devil's Lake in Lincoln City, Oregon (see Attachment A: Figures and Plan Sheets) to improve natural flows through the area, maintain flood control and debris accumulation, and restore safe navigation and recreational uses to the west (lower) end of the lake adjacent to Hostetler Park. This area of the lake is annually filled with depositions of sand and log debris from the Pacific Ocean as it is transported up the D River during tidal surges associated with winter storms and king tides. The debris accumulates behind an existing concrete dam and weir that separates the D River from the lower (west) end of Devil's Lake, and creates a flood hazard and barrier to natural flows. The District last conducted dredging within this area in 1998 and 2008.

The proposed dredge prism measures approximately 1.08 acre (47,200 square feet) in total area, with accumulated sediment depths ranging from 0.5 to 2 feet. The proposed leave surface (i.e., vertical limit of dredging) is approximately 10.8 feet (see Attachment A: Figures and Plan Sheets).

B. Describe work within waters and wetlands

Work within waters (i.e., below the ordinary high water [OHW] of Devil's Lake) will include dredging of up to 2,000 cubic yards of accumulated sediment, and temporary placement of crane mats and a steel plate for access. A summary of the proposed waters impacts is provided below (Table 1), further detailed discussion is provided in Section 4C. The proposed project will not impact wetlands.

Table 1. Summary of Permanent and Temporary Impacts to Waters and/or Wetlands.

Removal Volumes and Dimensions (if more than 7 impact sites, include a summary table as an attachment)							
Wetland / Waterbody Name *	Removal Dimensions					Time Removal is to Remain **	Material***
	Length (ft.)	Width (ft.)	Depth (ft.)	Area (sq. ft.)	Volume (c. y.)		
Devil's Lake							
Dredging of sediment	~350	varies	~0.5-2	47,200	2,000	Permanent	Sand and silt (some drift wood)
Total Removal Volumes and Dimensions							
				Length (ft)	Area (sq. ft.)	Volume (c.y.)	
Total Removal to Wetlands				N/A	N/A	N/A	
Total Removal Below Ordinary High Water				~350	47,200	2,000	
Total Removal Below Highest Measured Tide				N/A	N/A	N/A	
Total Removal Below Mean High Water Tidal Elevation				N/A	N/A	N/A	
Fill Volumes and Dimensions (if more than 7 impact sites, include a summary table as an attachment)							
Wetland / Waterbody Name *	Fill Dimensions					Time Fill is to Remain **	Material***
	Length (ft.)	Width (ft.)	Depth (ft.)	Area (sq. ft.)	Volume (c. y.)		
Devil's Lake							
Temporary crane mats, steel plate, and curtain	varies	~1-12	~1-2	4,860	180	Temporary	Wood mats, steel plate, curtain
Temporary stockpiles for dewatering	varies	varies	~2	23,625	1,750	Temporary	Dredge sediment
I. Total Fill Volumes and Dimensions							
				Length (ft)	Area (sq. ft.)	Volume (c. y.)	
Total Fill to Wetlands				N/A	N/A	N/A	
Total Fill Below Ordinary High Water				varies	28,485	1,930	
Total Fill Below Highest Measured Tide				N/A	N/A	N/A	
Total Fill Below Mean High Water Tidal Elevation				N/A	N/A	N/A	

- * If there is no official name for the wetland or waterway, create a unique name (such as "Wetland 1" or "Tributary A").
- ** Indicate whether the proposed area of removal or fill is permanent or, if you are proposing temporary impacts, specify the days, months or years the fill or removal is to remain.
- *** Example: soil, gravel, wood, concrete, pilings, rock etc.)

C. Construction Methods. Describe how the removal and/or fill activities will be accomplished to minimize impacts to waters and wetlands.

All work conducted below the OHW of Devil's Lake will occur between August 1 and August 31 to minimize impacts to native migratory fish (pers. comm. with John Spangler, ODFW District Fish Biologist). Prior to dredging activity, a sediment curtain be installed across the upstream and downstream end of the dredge prism, and then a fish salvage will be performed by a qualified fish biologist to remove both native and non-native fish that may be present within the dredge prism, including lamprey.

Proposed dredging activities will be conducted using an excavator and clamshell bucket that will access the dredge area via a steel plate and temporary crane mats extending from the shoreline. Dredging will begin at the north end of the dredge prism and work back towards the south end (see Attachment A: Figures and Plan Sheets). The sediment will be dredged and stockpiled in twelve "phases" to allow for dewatering and then loaded into a conveyor hopper that will feed to an upland stockpile/transfer area in an adjacent parking lot (see Attachment A: Figures and Plan Sheets). Appropriate erosion control devices (i.e., straw wattles, etc.) will be placed around the upland stockpile/transfer area, and any additional water that drains from the stockpile will be collected into a sump and filtered through a sediment filter bag (see Attachment A: Figures and Plan Sheets). Dredge spoils from the upland stockpile will be loaded into dump trucks and hauled offsite to an upland storage location, approximately 1.5 miles south of the project site.

Measures to Minimize Impacts: The following conservation measures will be employed during project construction to minimize and avoid potential adverse effects to aquatic species, their designated Critical Habitat elements, and Essential Fish Habitat (EFH).

- All work conducted below the OHW will occur during an ODFW-requested in-water work window (IWWW) (August 1 – August 31), a period when native migratory fish are less likely to be affected by proposed project activities.
- Fish salvage will be conducted prior to dredging to minimize the potential for entrainment during dredging activities. Fish salvage will be led by a qualified fish biologist and will be completed using ODFW and National Marine Fisheries Service (NMFS)-approved methods to minimize the probability of harm to fish.
- Proposed dredging will not alter the character, scope, or size of the project area.
- A Pollution Control Plan (PCP) will be prepared by the Contractor and carried out commensurate with the scope of the project that includes the following:
 - Best management practices (BMPs) to confine, remove, and dispose of construction waste.
 - Procedures to contain and control a spill of any hazardous material.
- All conditions of Oregon Department of Environmental Quality's (DEQ's) 401 Water Quality Certification will be followed.
- All equipment will be staged in upland areas and inspected daily for fluid leaks. Any leaks detected will be repaired before operation is resumed. Stationary power equipment operated within 150 feet of the water will be diapered to prevent leaks.
- Appropriate erosion control devices will be placed around the proposed upland disposal and transfer area prior to dredging.

D. Describe source of fill material and disposal locations if known.

Proposed dredge sediments were evaluated by the Portland Sediment Evaluation Team (PSET) in 2016 and it was determined that "*sediment testing is not necessary for the District's Devil's Lake dredging project*" (see Attachment B: PSET No Test Determination).

As discussed above, dredge spoils from the upland stockpile will be loaded into dump trucks and hauled offsite to an upland storage location, approximately 1.5 miles south of the project site.

E. Construction timeline.

What is the estimated project start date? August 1, 2026
What is the estimate project completion date? August 31, 2026

Is any of the work underway or already complete? Yes No
If yes, describe.

(5) PROJECT PURPOSE AND NEED

Provide a statement of the purpose and need for the overall project.

The purpose of the proposed project is to dredge up to 2,000 cubic yards of accumulated sediment from the west (lower) end of Devil’s Lake to improve natural flows through the area, reduce flood risks to landowners, reduce debris accumulation, and restore safe navigation and recreational uses to the west end of the lake adjacent to Hostetler Park. This area of the lake is annually filled with depositions of sand and log debris from the Pacific Ocean as it is transported up the D River during tidal surges associated with winter storms and king tides. The debris accumulates behind an existing concrete dam and weir that separates the D River from the west (lower) end of Devil’s Lake. The debris creates a flood hazard and barrier to natural flows. The District last conducted dredging within this area in 1998 and 2008. Further detail and background is provided in the following excerpt from the District’s *D River Maintenance Dredging Level 1: Sediment Evaluation Framework (December 2015)*.

The area in question has been and will continue to be a long-time maintenance issue dating back at least until the 1940’s. Historic reports suggest the local fire department used to blast out the channel periodically with fire hoses when the sand would encroach. In later years the City of Lincoln City reportedly provided excavation on an emergency basis. The US Army Corps of Engineers have conducted three studies of the area to address flooding issues, but more permanent solutions such as debris barriers, stream modifications, and flood proofing have been either too costly or otherwise unobtainable. As a result, the short-term maintenance dredging approach, coupled with the separate but complimentary emergency dredging permit continues to be the most viable option for providing recreational access and alleviating severe flooding.

In this generally freshwater habit during large storm events, ocean waters laden with sand and occasionally logs and woody debris rush up the D River, reversing the flow of what is known as the “World’s Shortest River”. As the raging seas push eastward, the water’s energy dissipates, reducing the sediment carrying capacity of the waters. Sands drop out into the river channel with such magnitude that the river will in most years stop flowing. To reduce the likelihood of flooding, the City of Lincoln City and the Devils Lake Water Improvement District have conducted maintenance dredging in the D River channel. However as documented in a 1990 US Army Corps of Engineer Report, “Despite this maintenance, blockage of the lake’s outlet by small debris cobbles and sand deposits during winter storms still reduces the outflow capacity, causing the lake level to rise which induce flood damages in the area.”

Since at least 1986 the City of Lincoln City and the Devils Lake Water Improvement District have periodically and preemptively acquired a removal fill permit from the State of Oregon for dredging the D River during emergencies. This emergency dredging has been done periodically and consists of property west of the Highway 101 Bridge. The permit is implemented only at times of a blocked D River. Sand is excavated and side-cast on the adjacent shoreline and assimilated to the ocean shore. In a letter dated November 15, 1990, the US Army Corps of Engineers did not claim jurisdiction over this activity as the D River is non-navigable and the application (No. 9441) did not include any fill into waters. In subsequent removal fill applications, (e.g. Corps No. NWP-2008-728) federal permits from the Corps have been issued.

(6) DESCRIPTION OF RESOURCES IN PROJECT AREA

A. Describe the existing physical and biological characteristics of each wetland or waterbody. Reference the wetland and waters delineation report if one is available. Include the list of items provided in the instructions.

Devil's Lake: Devil's Lake is a 680-acre natural, freshwater lake located immediately east of Lincoln City, Oregon. The lake is approximately three miles long and half a mile wide and averages approximately 8 to 10 feet deep, with the maximum depth of approximately 22 feet (Johnson 1985¹). The perimeter of the lake is largely privately owned and bounded by intensive residential development and numerous private docks. The lake therefore contains little of the original surrounding wetlands and riparian areas. Devil's Lake State Recreation Areas are located in the southern portion of the lake encompassing most of the remaining wetlands, while the Siletz Off-Reservation Trust Land is located in the northwestern corner and also contains the last vestiges of the lake's wetlands.

Two primary streams enter the lake, Rock Creek at the southern end, and Thompson Creek enters on the northeast. Heavy logging in the upper reaches of these two streams as well as road building has led to heavy siltation in the upper reaches of these two streams (NMFS 2007²). Coastal coho migrate through the lake to rear and spawn in Rock Creek. Additionally, Pacific lamprey are known to migrate into Devil's Lake to spawn and rear in Rock Creek. Several unnamed tributaries also flow into the lake.

The lake and surrounding wetlands are used by migratory waterfowl as well as overwintering species. The lake contains various native and non-native fish including coho salmon, rainbow trout, lamprey, cutthroat, catfish, largemouth bass, bullhead catfish, yellow perch, bluegill and grass carp (ODFW 2005³).

Water quality within the lake has been significantly affected by urbanization, upland forestry practices and agricultural development. Devil's Lake is listed by the Oregon Department of Environmental Quality (ODEQ) as Category 5, 303(d) Water Quality Limited for chlorophyll, dissolved oxygen, E. coli, and harmful algae blooms (ODEQ 2025⁴). Residential development has significantly altered the perimeter of the lake, removing much of the wetlands and riparian areas. Agricultural runoff has led to the algae blooms and excess nutrients as well as changes in pH resulting in lower water quality for native fish species that use the lake as a corridor to and from spawning grounds. The OHW elevation for Devil's Lake is approximately 13.2 feet.

The dredging site is located at the southwestern end of the lake. A weir impoundment structure, owned by the applicant "for exercise of water certificates", borders the western end of the project area, where it flows into the D River. The weir boards are in place from April to October to elevate the lake's elevation for water recreation. Hostetler Park is located to the north of the proposed dredging area and encompasses intact wetlands. Parking lots with armored riprap and concrete bulkheads line the bank to the south with minimal riparian vegetation. South Waterway Slough enters the project area from the south. The flow of the D River can reverse with water moving upstream during flood tides into Devil's Lake. The elevation of the impoundment structure and weir is approximately 11 feet. The substrates within the dredge prism consist primarily of sand (see Attachment B).

¹Johnson, D. 1985. *Atlas of Oregon Lakes*

²NMFS, 2007. Final Assessment of NOAA Fisheries' Critical Habitat Analytical Review Team (CHART) For the Oregon Coast Coho Salmon Evolutionarily Significant Unit.

³ODFW, 2005. Oregon Plan for Salmon and Watersheds, Coastal Coho Assessment, Introduced Fishes Impacts.

⁴ODEQ (Oregon Department of Environmental Quality). 2025. Integrated Report on Surface Water Quality and 303(d) List. <https://www.arcgis.com/apps/instant/sidebar/index.html?appid=7d13b19e01a44f1dbfd12903576e6d29>

Floodplain: The proposed project will result in no net-rise within the 100-year floodplain.

ESA-Listed Species: There are three species listed under the federal Endangered Species Act (ESA) with the potential to occur within the vicinity of the project area (Table 2). In addition, the project area contains designated Critical Habitat, Essential Fish Habitat (EFH) as defined by the Magnuson-Stevens Act, and Essential Salmonid Habitat (ESH) as defined by the DSL.

Table 2. ESA-listed species with the potential to occur within the vicinity of the project area⁵.

Species	Population (ESU/DPS)	Federal Status	Closest Designated Critical Habitat	Potential Site Use
Coho salmon <i>O. kisutch</i>	Oregon Coast	Threatened (70FR37160)	Devil's Lake	Migration and rearing
Marbled murrelet <i>Brachyramphus marmoratus</i>	N/A	Threatened (56FR58804)	Approximately 2.5 miles east of proposed activities	Foraging
Western snowy plover <i>Charadrius n. nivosus</i>	N/A	Threatened (58FR12864)	22 miles north of proposed activities	Unlikely

⁵Sources: NMFS (National Marine Fisheries). 2022. Northwest Regional Office, ESA Salmon Listings.

It is anticipated that the potential effects of the proposed project on ESA-listed fish species under the jurisdiction of the National Marine Fisheries Service (NMFS) may be covered under the existing 2012 Formal Programmatic Opinion, Letter of Concurrence, and Essential Fish Habitat Consultation for Revisions to Standard Local Operating Procedures for Endangered Species to Administer Actions Authorized or Carried Out by the U.S. Corps of Engineers in Oregon (SLOPES IV In-water/Over-water Structures). The project's need for a Section 10 Permit from the Corps authorizes implementation of the terms and conditions of the SLOPES IV In-water/Over-water Structures as a means to comply with the requirements of Section 7 of the ESA. Specifically, the proposed project has been designed to comply with all applicable design and construction criteria for *dredging to maintain functionality*, accept for proposed upland disposal of dredge material.

Given the relatively shallow depth of the lake (approximately 8 feet), it was determined that it would not be feasible to deposit the material in an appropriately deep lake location. The logistics of uniform deposit within the lake would be difficult due to the required specific placement and need to create a uniform deposit to prevent mounding and redistribution of the material behind the existing weir impoundment. In addition, there is no place to "return" the material downstream from the dredging site given that the lake/dredging boundary ends at the dam and weir, where it then outfalls onto the beach (via D River [world's second shortest river] before flowing into the Pacific Ocean..

It is reasonably certain that the proposed project will have no effect on marbled murrelets or Western snowy plover under the jurisdiction of the USFWS. Marbled murrelets spend most of their lives at sea and forage on small fish and invertebrates in nearshore marine waters (ODFW 2021). Based on the project location (within a freshwater lake and within an area with constant human disturbance) it is unlikely that marbled murrelets will be foraging within the action area during proposed in-water work activities. While the proposed project timing is within the murrelets nesting season (April 1 – September 15), based on an initial desktop assessment of potential nesting habitat within the vicinity of the proposed project, it was determined that marbled murrelet nesting habitat likely does not occur within 0.25 mile of proposed construction activities (the farthest distance at which operation of heavy equipment could potentially disturb nesting murrelets). The proposed project will not take place within or adjacent to forested onshore habitat. According to ODFW, "in cases where projects are sited outside the species' foraging area or flight paths, there may be little or no impact to murrelets" (ODFW 2021⁶).

The most likely place of Western snowy plover occurrence within the action area is on or near Wecoma beach. However, based on an initial desktop assessment of potential nesting and foraging habitat within the vicinity of the proposed project and consultation with USFWS (pers. comm. with Cheryl Strong, USFWS, February 2022), it was determined that Western snowy plover habitat likely does not occur within the action area due to human disturbance, especially within the summer nesting season which coincides with increased human activity on Oregon beaches. As such, given that proposed project activities will not remove or occur adjacent to nesting habitat, it is reasonably certain that the proposed project will have no effect on Western snowy plovers.

⁶ODFW (Oregon Department of Fish and Wildlife). 2021. *Biological Assessment of the Marbled Murrelet (Brachyramphus marmoratus) in Oregon and Evaluation of the Criteria to Reclassify the Species from Threatened to Endangered under the Oregon Endangered Species Act.* June 2021.

B. Describe the existing navigation, fishing and recreational use of the waterbody or wetland.

Devil's Lake is used by fishermen, paddle boarders, boaters, kayakers, bird watchers and water-skiers. East Devil's Lake State Park, Regatta Park and Devil's Lake State Recreation Area are located along the lake's perimeter.

(7) PROJECT SPECIFIC CRITERIA AND ALTERNATIVES ANALYSIS

Describe project-specific criteria necessary to achieve the project purpose. Describe alternative sites and project designs that were considered to avoid or minimize impacts to the waterbody or wetland*.

Alternatives: As stated above, the purpose of the proposed project is to dredge up to 2,000 cubic yards of accumulated sediment from the lower (west) end of Devil's Lake to maintain flood control and debris accumulation and to restore safe navigation and recreational uses to the west of the lake. The debris has accumulated behind an existing weir impoundment that separates the D River from the west (lower) end of Devil's Lake and creates a flood hazard and barrier to natural flows.

The project team identified the following three alternatives for this project (see below). These alternatives were evaluated to determine if they were feasible from an engineering, environmental, and economic standpoint, and that they were consistent with the underlying purpose and need.

Alternative 1 – No Action: Due to ongoing risk of annual flooding occurrences, this alternative was considered unacceptable. The proposed project will provide an increase of lower-lake depth and flow to and over the Devil's Lake impoundment structure and will mitigate the impact of winter tidal surge/high tide flooding risk from the D River/Pacific Ocean. Additionally, the proposed project will improve flow capacity through the area while restoring safe navigation and recreational opportunities within the lowest 300 feet of the lake.

Alternative 2 – Impoundment Removal: Full or partial removal of the impoundment structure at the southwestern end of the lake was considered. A temporary impoundment, constructed of sandbags or concrete blocks would then be constructed during the summer months. This alternative may eliminate the impediment to the flow of material in and out of the system. A partial dam removal may also constrict the outflow of the lake thereby increasing water velocity and facilitate the removal of sand and debris. It is unknown, however, if or how the dam removal would affect sand transport. Due to the unknown effects of dam removal, this alternative was rejected.

Alternative 3 – Dredging: Dredging of the lower (west) end of the lake was ultimately selected as the preferred alternative, given that it would allow for the dredging of sand and material that has, and will continue, to accumulate above the impoundment structure; thereby eliminating the source of flooding to lake front properties and restoring recreational access.

After it was determined by the District that dredging was the preferred alternative for meeting the project purpose and need, four dredging options were then further considered to determine the proposed dredging method and disposal location. The first option included the use of an excavator with a closed bucket that would then deposit the sediment directly into haul trucks which would then transport the material to a dewatering area in Hostetler Park, and finally to an upland disposal area. This option was not chosen due to associated equipment and dewatering impacts to the riparian area and wetlands that border the northern edge of the project site and Hostetler Park.

The second dredging option was to utilize a suction dredge and pipe the disposal material to another location within Devil's Lake. However, given the limited length of the disposal pipe (5,000 linear feet), and the relatively shallow depth of the lake (approximately 8 feet) within the pipe distance; it was determined that it would not be feasible to deposit the material in an appropriately deep lake location. The logistics of uniform deposit within the lake would be difficult due to the required specific placement and need to create uniform deposit of two to four feet. The lake is also too shallow to effectively utilize a dump scow.

A third dredging option included using a suction dredge and piping the disposal material west to a location on Wecoma Beach, either north or south of the D River to provide beach nourishment. Once placed, the disposal material would then be evenly distributed on the beach using a front-loader. However, after coordination with Oregon Parks and Recreation Department (OPRD), it was determined that using dredge spoils as beach nourishment within OPRD jurisdiction had not yet been approved in the State of Oregon, and would prove challenging to permit, given the new precedent.

The final, and preferred dredge option, included utilizing an excavator and clamshell bucket that would access the dredge area via a steel plate and temporary crane mats. The sediment would be dredged and stockpiled in twelve “phases” to allow for dewatering and then loaded into a conveyor hopper that would feed to a an upland stockpile/transfer area in an adjacent parking lot. Dredge spoils from the upland stockpile would then be loaded into dump trucks and hauled offsite to an upland storage location. This was selected as the preferred option due to its feasibility, limited environmental impact, and the fact that it did not require beach disposal.

(8) ADDITIONAL INFORMATION

Are there any [state](#) or [federally](#) listed species on the project site? Yes No Unknown

Is the project site within designated or proposed critical habitat? Yes No Unknown

Is the project site within a national [Wild and Scenic River](#)? Yes No Unknown

Is the project site within a [State Scenic Waterway](#)? Yes No Unknown

Is the project site within the [100-year floodplain](#)? Yes No Unknown

If yes to any above, explain in Block 6 and describe measures to minimize adverse effects to these resources in Block 7.

Is the project site within the [Territorial Sea Plan \(TSP\) Area](#)? Yes No Unknown

If yes, attach TSP review as a separate document for DSL.

Is the project site within a designated [Marine Reserve](#)? Yes No Unknown

If yes, certain additional DSL restrictions will apply.

Will the overall project involve ground disturbance of one acre or more? Yes No Unknown

If yes, you may need a [1200-C permit](#) from the Oregon Department of Environmental Quality (DEQ).

Is the fill or dredged material a carrier of contaminants from on-site or off-site spills? Yes No Unknown

Has the fill or dredged material been physically and/or chemically tested? Yes No Unknown

If yes, explain in Block 6 and provide references to any physical/chemical testing report(s).

Has a cultural resource (archaeological and/or built environment) survey been performed on the project area? Yes No Unknown

Do you have any additional archaeological or built environment documentation, or correspondence from tribes or the State Historic Preservation Office? Yes No Unknown

If yes, provide a copy of the survey and/or documentation of correspondence with this application to the Corps only. Do not describe any resources in this document. Do not provide the survey or documentation to DSL.

Is the project part of a DEQ Cleanup site? No Yes Permit number _____ DEQ contact. _____

Will the project result in new impervious surfaces or the redevelopment of existing surfaces? Yes No

If yes, the Applicant must submit a post-construction stormwater management plan as part of this application to DEQ's 401 WQC program for review and approval, see <https://www.oregon.gov/deq/FilterDocs/401wqcertPostCon.pdf>

Identify any other federal agency that is funding, authorizing or implementing the project.

Agency Name	Contact Name	Phone Number	Most Recent Date of Contact
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List other certificates or approvals/denials required or received from other federal, state or local agencies for work described in this application.

Agency	Certificate / approval / denial description	Date Applied
NMFS	SLOPES Approval	
Oregon DEQ	401 Water Quality Certification	
DLCD	Coastal Zone Certification	

Other DSL and/or Corps Actions Associated with this Site (Check all that apply):

Work proposed on or over lands owned by or leased from the Corps (may require USC 408 authorization)

State Owned Waterway DSL Waterway Lease # _____

Other Corps or DSL Permits Corps # NWP-2015-105-2 DSL # _____

Violation for Unauthorized Activity Corps # _____ DSL # _____

Wetland and Waters Delineation Corps # _____ DSL # _____

Submit the entire delineation report to the Corps; submit only the concurrence letter (if complete) and approved maps to DSL. If not previously submitted to DSL, send under a separate cover letter.

(9) IMPACTS, RESTORATION/REHABILITATION, COMPENSATORY MITIGATION

A. Describe unavoidable environmental impacts that are likely to result from the proposed project. Include permanent, temporary, and direct and indirect impacts.

Permanent/Direct Impacts: The proposed project will result in up to 2,000 cubic yards of permanent removal below the OHW of Devil’s Lake. Short-term, localized project-related increases in the background turbidity levels may occur as a result of activities associated with dredging. However, given the existing substrate conditions (primarily sand) and proposed conservation and stockpile/disposal measures, increases in turbidity associated with proposed dredging activities will be minimized and contained within the dredge prism. As discussed above, prior to dredging activity a fish salvage will be performed by a qualified fish biologist to remove both native and non-native fish that may be present within the dredge prism, including lamprey.

Given the existing baseline conditions within the project area, proposed conservation measures, and no-test exclusion for dredge material; it is reasonably certain that the proposed project will not result in any adverse change to the in-stream or downstream functions (i.e., hydrologic, geomorphic, biological, or chemical/nutrient) of Devil’s Lake. Potential direct effects of the proposed project on ESA-listed species and their habitats (i.e., fish salvage, temporary degraded water quality, and/or alteration of substrates) will be consistent with those addressed under the SLOPES IV In-water/Overwater Structures Programmatic.

Temporary Impacts: The proposed project will require temporary placement of wood crane mats and a steel plate for access, and will require temporary placement of sediment curtains. In addition, as part of the dredge phasing and material dewatering, dredging activities will include the temporary placement of stockpiles within the channel (see Attachment A: Figures and Plan Sheets).

Indirect Impacts: The proposed project will result in the alteration of in-water substrates associated with proposed dredging activity. However, given the altered condition of the dredge area (i.e., exposed sediments and debris), existing substrates (primarily sand), and general lack of habitat complexity; it is unlikely that the proposed dredge area currently provided preferred foraging or shoaling habitat for fish species. In addition, given the proposed dredging and conservation measures; it is reasonably certain that the proposed alteration to existing substrates will not result in any long-term, significant effect to existing baseline conditions or result in any net change in function of the instream habitat. Forage quantity for juvenile fish may be temporarily reduced within the in-water work areas as benthic organisms become disturbed by dredging; however, recolonization of benthic organisms will likely occur within a month following project completion (NMFS 2009⁷). Potential temporary effects of the proposed project on ESA-listed species and their habitats (i.e., fish salvage, sedimentation, and/or alteration of substrates) will be consistent with those addressed under the SLOPES IV In-water/Overwater Structures Programmatic.

⁷NMFS (National Marine Fisheries Service). 2009. Endangered Species Act Section 7 Formal Consultation, Informal Conference Report on Green Sturgeon Proposed Critical Habitat, Informal Consultation on Green Sturgeon, and Magnuson-Stevens Act Essential Fish Habitat Consultation on Access Maintenance Dredging and In-Water Disposal by the Portland Yacht Club, Willow Bar Slough, Columbia River Mile 94.4, (HUC 1708000302), Columbia County, Oregon (Corps No.: NWP-1997-548). NMFS Reference No. 2008/00648. March 30, 2009.

B. For temporary removal or fill or disturbance of vegetation in waterbodies, wetlands or riparian (i.e., streamside) areas, discuss how the site will be restored after construction to include the timeline for restoration.

N/A

Compensatory Mitigation

C. Proposed mitigation approach. Check all that apply:

- Permittee-responsible Onsite Mitigation
- Permittee-responsible Offsite Mitigation
- Mitigation Bank or In-lieu Fee
- Payment to Provide (not approved for use with Corps permits)

D. Provide a brief description of proposed mitigation approach and the rationale for choosing that approach. If you believe mitigation should not be required, explain why.

The proposed dredging activity will result in a net removal of up to 2,000 cubic yards from below the OHW of Devil's Lake. As such, it is anticipated that the proposed project will be self-mitigating, and additional mitigation measures will not be required.

Mitigation Bank / In-Lieu Fee Information:			
Name of mitigation bank or in-lieu fee project: _____			
Type and amount of credits to be purchased: _____			
If you are proposing permittee-responsible mitigation, have you prepared a compensatory mitigation plan?			
<input type="checkbox"/> Yes. Submit the plan with this application and complete the remainder of this section.			
<input type="checkbox"/> No. A mitigation plan will need to be submitted (<i>for DSL, this plan is required for a complete application</i>).			
Mitigation Location Information (Fill out only if permittee-responsible mitigation is proposed)			
Mitigation Site Name/Legal Description		Mitigation Site Address	Tax Lot #
County		City (nearest)	Latitude & Longitude (in DD.DDDD format)
Township	Range	Section	Quarter/Quarter

Functional Assessment: OAR 141-085-0685 requires that a functional assessment be conducted to determine project impacts to waters of the state. Given the relative size of the waterbody (Devil's Lake), the best professional judgement (BPJ) methodology has been employed for this assessment of the proposed impact site

In accordance with OAR 141-085-0685(4)(f)(A) and (B), the functions and values of Devil's Lake within the project area were assessed and rated based on eleven stream functions within four broad functional groups (hydrologic, geomorphic, biological, and water quality), as outlined in the *Stream Function Assessment Method* (SFAM) developed by the DSL and U.S. Environmental Protection Agency (EPA).

Grouped Functions	Existing		Proposed	
	Function Group Rating	Value Group Rating	Function Group Rating	Value Group Rating
Hydrologic Functions (SWS, SST, FV)	Moderate	Low	Moderate	Low
Geomorphic Functions (SC, SM)	Low	Moderate	Low	Moderate
Biological Functions (MB, CMH, STS)	Low	Moderate	Moderate	Moderate
Water Quality functions (NC, CR, TR)	Low	Moderate	Low	Moderate

Hydrologic functions (surface water storage, sub-surface transfer, and flow variation) are assessed through an evaluation of five function attributes, including overbank flow, effective discharge, base flow, groundwater flux, and riparian structure and composition. The project site is located at the southwest (lower) end of Devil's Lake in Lincoln City. The level of the lake is controlled by a concrete impoundment structure which borders the western end of the project area. Temporary weir boards are added to the top of the concrete structure from April to October to raise the lake's elevation for water recreation. Additionally, residential and agricultural

development, including numerous docks, up-basin logging, and road construction have drastically changed the historical conditions of Devil’s Lake, including the hydrologic functions.

It is reasonably certain that the proposed project will improve natural flows through the area by removing 2,000 cubic yards of accumulated sediment from behind the impoundment structure, allowing for additional surface water storage. Subsurface transfer and flow variation will most likely not be affected as the area is within the lake and behind the impoundment structure.

Grouped Function	Specific Functions	Pre Function and Value	Post Function and Value
Hydrologic functions	Surface water storage (SWS)	Function rating: Moderate Value rating: Low	Function rating: Moderate Value rating: Moderate
	Sub/surface transfer (SST)	Function rating: Moderate Value rating: Low	Function rating: Moderate Value rating: Low
	Flow variation (FV)	Function rating: Moderate Value rating: Low	Function rating: Moderate Value rating: Low

Geomorphic functions (sediment continuity and substrate mobility) are assessed through an evaluation of six function attributes, including overbank flow, effective discharge, bed mobility, sediment character, bank stability, and hydraulic variability. The project area has reduced geomorphic function due to the presence of the concrete impoundment structure at the outlet of the lake and development within the surrounding landscape. Lake levels within the project area are relatively consistent as a result of hydrological regulation by the impoundment structure as well as the summertime installation of weir boards. However, the area is subject to tidal influences during high tide/wave events. The impoundment structure likely impedes the return of marine derived sediment that is deposited during high tide events. The banks of the project area are bordered by rip rap and residential and business development on the south side, and an intact wetland and gravel parking lot on the north side. Banks are fairly stable.

The proposed removal of 2,000 cubic yards of sediment from behind the impoundment structure will improve flow capacity throughout the project site and likely increase sediment continuity and substrate mobility.

Grouped Function	Specific Functions	Pre Function and Value	Post Function and Value
Geomorphic functions	Sediment continuity (SC)	Function rating: Low Value rating: Moderate	Function rating: Low Value rating: Moderate
	Substrate mobility (SM)	Function rating: Low Value rating: Moderate	Function rating: Low Value rating: Moderate

Biological functions (biodiversity maintenance, aquatic/riparian habitat creation, and trophic level maintenance) are assessed through an evaluation of twelve function attributes, including overbank flow, effective discharge, base flow, bed mobility, sediment character, bank stability, hydraulic variability, stream habitat, riparian structure and composition, aquatic species structure and composition, water quality, and sedimentation. The reductions in riparian reserves, agricultural and residential development, as well as logging within the upper watershed have contributed to reduced biologic functions within the project area. This includes harmful algae blooms and high levels of chlorophyll. Riparian reserves are fragmented and poorly connected. Off-channel habitat and refugia are also at risk due to insufficient size, number, and connectivity.

Short-term, localized, project-related increases in background turbidity levels may occur as a result of proposed dredging activities below the OHW of Devil’s Lake. In the short-term, increases in turbidity can reduce forage quantity for aquatic species, and disrupt behavioral patterns such as feeding and sheltering. Exposure duration is a critical determinant of physical or behavioral turbidity effects. Most aquatic species have

evolved in systems that periodically experience short-term pulses (days to weeks) of high suspended sediment loads, often associated with flood events, and are adapted to such seasonal high pulse exposures.

As discussed above, the proposed project will result in approximately 2,000 cubic yards of permanent net removal below the OHW of Devil’s Lake. Given the relatively small scale of the project, general lack of existing habitat complexity, and the removal of sediment that most likely restricts fish migration from the Pacific into the lake and into spawning streams; it is reasonably certain that the proposed project will not result in any long-term, adverse effects to existing baseline conditions, and will likely be fully beneficial to ESA-listed fish species over the long term. As such, it is anticipated the proposed project will be self-mitigating by improving existing conditions within the action area. Forage quantity for aquatic species may be temporarily reduced within the immediate in-water work area as benthic organisms become disturbed by proposed construction activities; however, recolonization of benthic organisms will likely occur within a month following project completion.

Grouped Function	Specific Functions	Pre Function and Value	Post Function and Value
Biological functions	Maintain biodiversity (MB)	Function rating: Low Value rating: Moderate	Function rating: Moderate Value rating: Moderate
	Create and maintain habitat (aquatic/riparian) (CMH)	Function rating: Low Value rating: Moderate	Function rating: Moderate Value rating: Moderate
	Sustain trophic structure (STS)	Function rating: Low Value rating: Moderate	Function rating: Low Value rating: Moderate

Water quality functions (including nutrient cycling, chemical regulation, and thermal regulation) are assessed through an evaluation of seven function attributes, including overbank flow, base flow, groundwater flux, bank stability, riparian structure and composition, water quality, and water temperature. In general, the water quality throughout Devil’s Lake has been significantly affected by human activities such as residential and agricultural development, road construction, logging activities in upper drainages, and urbanization leading to significant loss of wetlands. Devil’s Lake is listed by the Oregon Department of Environmental Quality as 303(d) Category 5: water quality limited for chlorophyll, dissolved oxygen, E. coli, and harmful algae blooms. Lower water quality has detrimental effects on native fish both as adults and juveniles as they migrate to and from spawning streams and through the lake.

Equipment operating near and over the lake within the project area represent potential sources of chemical contamination. Accidental spills of construction materials or petroleum products would adversely affect water quality. Development and implementation of a Pollution Control Plan that will include containment measures and spill response for construction-related chemical hazards will significantly reduce the likelihood for chemical releases within the project area. As such, it is reasonably certain that the proposed project will have no measurable effect on the chemical and nutrient functions of Devil’s Lake.

Grouped Function	Specific Functions	Pre Function and Value	Post Function and Value
Water Quality functions	Nutrient cycling (NC)	Function rating: Low Value rating: Moderate	Function rating: Low Value rating: Moderate
	Chemical regulation (CR)	Function rating: Low Value rating: High	Function rating: Low Value rating: High
	Thermal regulation (TR)	Function rating: Low Value rating: Moderate	Function rating: Low Value rating: Moderate

(10) ADJACENT PROPERTY OWNERS FOR PROJECT AND MITIGATION SITE

Pre-printed labels of adjacent property owners attached (only if more than 30 adjacent owners)

Tax Lot 400/3099/3200

City of Lincoln City
PO Box 50
Lincoln City, OR 97367

Tax Lot 3900

Charles & Barbara Dabler
3265 Felton St. S
Salem, OR 97302

Tax 725

TH5 LLC
PO Box 63
West Linn, OR 97068

Tax Lot 4500

Hans & Eugene LLC
1120 SE 1st St.
Lincoln City, OR 97367

Tax Lot 3100

CV The Jackson, LLC
17933 NW Evergreen Pl.
Beaverton, OR 97006

Tax Lot 4600

Kyle & Janel Dukelow
5041 NE 28th Ave.
Portland, OR 97211

**(11) CITY/COUNTY PLANNING DEPARTMENT LAND USE AFFIDAVIT
(TO BE COMPLETED BY LOCAL PLANNING OFFICIAL)**

I have reviewed the project described in this application and have determined that:

- This project is not regulated by the comprehensive plan and land use regulations.
- This project is consistent with the comprehensive plan and land use regulations.
- This project is consistent with the comprehensive plan and land use regulations with the following:
 - Conditional Use Approval
 - Development Permit
 - Other Permit (explain in comment section below)
- This project is not currently consistent with the comprehensive plan and land use regulations. To be consistent requires:
 - Plan Amendment
 - Zone Change
 - Other Approval or Review (explain in comment section below)

An application or variance request has has not been filed for approvals required above.

Local planning official name (print) Weston Fritz	Title Senior Planner	City/County City of Lincoln City
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Signature Weston Fritz <small>Digitally signed by Weston Fritz DN: C=US, E=wfrtiz@lincolncity.org, CN=Weston Fritz Date: 2025.10.21 11:34:41-07'00'</small>	Date 10/21/25
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Comments:

- CUP, Flood Development Permit required
- Natural resource Development Review required only if work will be done in mapped wetland or significant riparian areas


(12) COASTAL ZONE CERTIFICATION

If the proposed activity described in your permit application is within the Oregon coastal zone, the following certification is required before your application can be processed. The signed statement will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program and consistency review of federally permitted projects, contact DLCD at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301 or call 503-373-0050, or click [here](#).

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print/Type Applicant Name Boone Marker	Title District Manager
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Applicant Signature 	Date 10-20-2025
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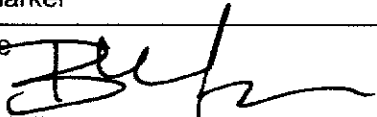
(13) SIGNATURES

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities. By signing this application I consent to allow Corps or DSL staff to enter into the above-described property to inspect the project location and to determine compliance with an authorization, if granted. I hereby authorize the person identified in the authorized agent block below to act in my behalf as my agent in the processing of this application and to furnish supplemental information in support of this permit application. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that payment of the required state processing fee does not guarantee permit issuance.


To be considered complete, the fee must accompany the application to DSL. The fee is not required for submittal of an application to the Corps.

Fee Amount Enclosed \$


Applicant Signature (required) must match the name in Block 2

Print Name Boone Marker	Title District Manager
Signature 	Date 10-20-2025

Authorized Agent Signature

Print Name Eric Campbell	Title Principal (Campbell Environmental)
Signature 	Date 10/28/25

**Landowner Signature(s)*
Landowner of the Project Site (if different from applicant)**

Print Name Anne Williams	Title OWNER
Signature 	Date 10/28/2025

Landowner Signature(s)*

Print Name	Title
Signature	Date

Department of State Lands, Property Manager (to be completed by DSL)

If the project is located on state-owned submerged and submersible lands, DSL staff will obtain a signature from the Land Management Division of DSL. A signature by DSL for activities proposed on state-owned submerged/submersible lands only grants the applicant consent to apply for a removal-fill permit. A signature for activities on state-owned submerged and submersible lands grants no other authority, express or implied and a separate proprietary authorization may be required.

Print Name	Title
Signature	Date

*Not required by the Corps

(14) ATTACHMENTS

Drawings

- Location map with roads identified** (Attachment A, Figure 1)
- U.S.G.S. topographic map** (Attachment A, Figure 1)
- Tax lot map** (Attachment A, Figure 2)
- Recent aerial photo** (Attachment A, Figure 3)
- Site plan(s)** (Attachment A, Plan Sheets)
- Plan view and cross section drawing(s)** (Attachment A, Plan Sheets)
- Project photos (Attachment A, Figures 4A and 4B)
- Erosion and Pollution Control Plan(s), if applicable
- DSL/Corps Wetland Concurrence letter and map, if approved and applicable
- Pre-printed labels for adjacent property owners (required if more than 30)
- [Incumbency Certificate](#) if applicant is a partnership or corporation
- Restoration plan or rehabilitation plan for temporary impacts
- Mitigation plan
- Wetland functional assessments, if applicable
 - Cover Page
 - Score Sheets
 - ORWAP OR, F, T, & S Forms
 - ORWAP Reports
 - Assessment Maps
 - ORWAP Reports: soils, topo, assessment area, contributing area
- Stream Functional Assessments, if applicable
 - Cover Page
 - Score Sheets
 - SFAM PA, PAA, & EAA forms
 - SFAM Report
 - Assessment Maps
 - Aerial photo site map and topo site map (both maps should document PA, PAA, & EAA)
- Compensatory Mitigation (CM) Eligibility and Accounting Worksheet
 - Matching Quickguide sheet(s)
 - CM Eligibility and Accounting sheet
- Alternatives analysis
- Biological Assessment
- Stormwater management plan
- Other:
 - PSET No-Test Determination (Attachment B) _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____

For U.S. Army Corps of Engineers, send application to:

USACE Portland District
ATTN: CENWP-OD-GP
Box 2946
Portland, OR 97208-2946
Phone: 503-808-4373
portlandpermits@usace.army.mil

Counties: Baker, Benton, Clackamas, Clatsop, Columbia, Gilliam, Grant, Hood River, Jefferson, Lincoln, Linn, Malheur, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler, Yamhill

OR

US Army Corps of Engineers
ATTN: CENWP-ODG-E
211 E. 7th Avenue, Suite 105
Eugene, OR 97401-2722
Phone: 541-465-6868
portlandpermits@usace.army.mil

Counties: Coos, Crook, Curry, Deschutes, Douglas, Jackson, Josephine, Harney, Klamath, Lake, Lane

For Department of State Lands, send application to:

West of the Cascades:
Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
Phone: 503-986-5200
https://www.oregon.gov/dsl/WW/Documents/uploadinstructions_removalfill.pdf

East of the Cascades:
Department of State Lands
1645 NE Forbes Road, Suite 112
Bend, Oregon 97701
Phone: 541-388-6112
https://www.oregon.gov/dsl/WW/Documents/uploadinstructions_removalfill.pdf

For Department of Environmental Quality:

Submit all application materials electronically through [Your DEQ Online](#).

For questions related to *Your DEQ Online*, please visit the [Your DEQ Online help page](#), email YourDEQOnline@deq.state.or.us, or call 503-229-6184

Attachment A

Figures and Plan Sheets

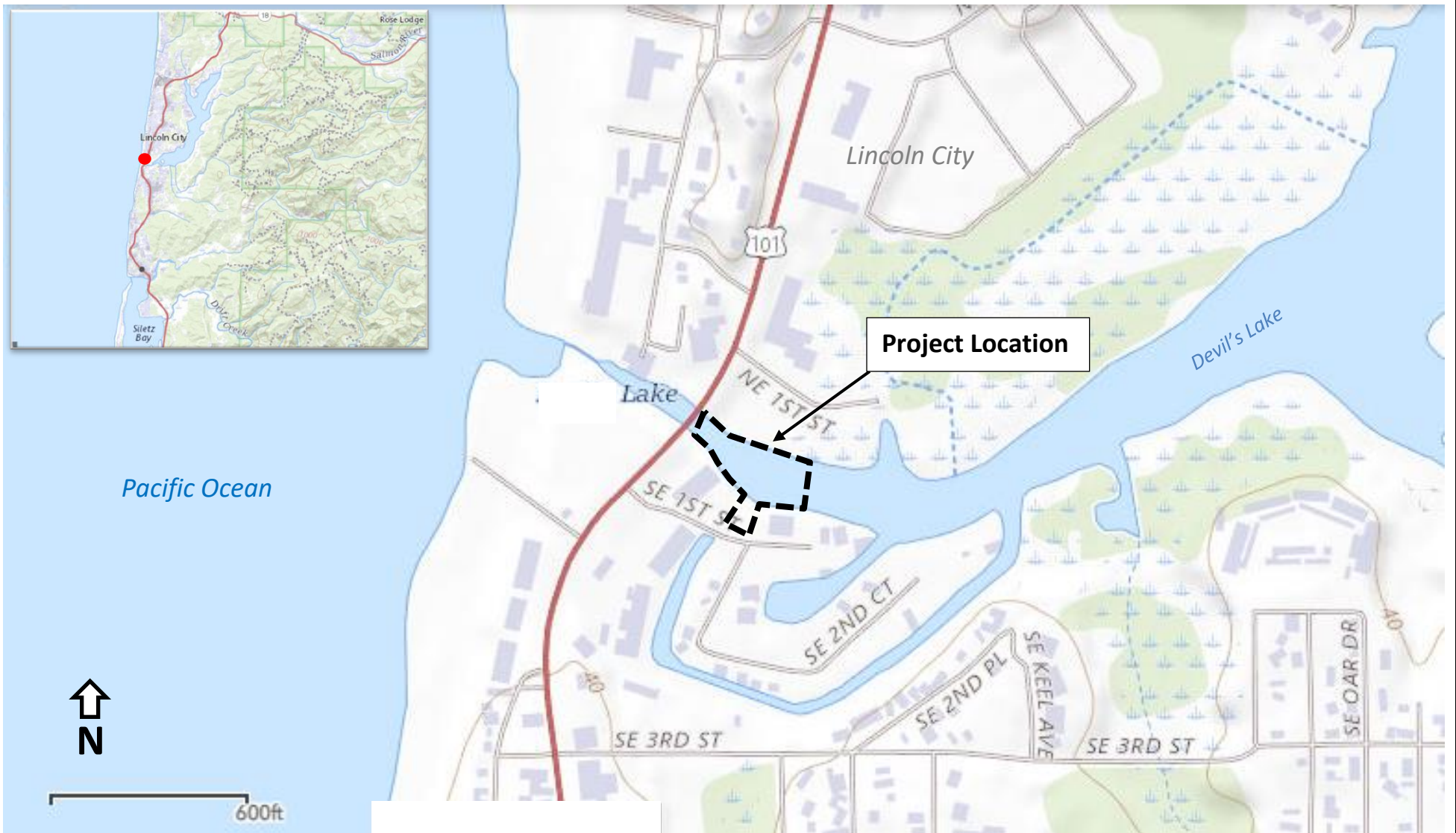


Figure 1: USGS Location Map
 Devil's Lake Dredging Project
 (USGS 2021)

Applicant: Devil's Lake Water Improvement District
Location: Lincoln City, OR
TRS: T:7S / R:11W / S:15
Lat/Long: 44.9674 N / -124.0155 W (WGS84)

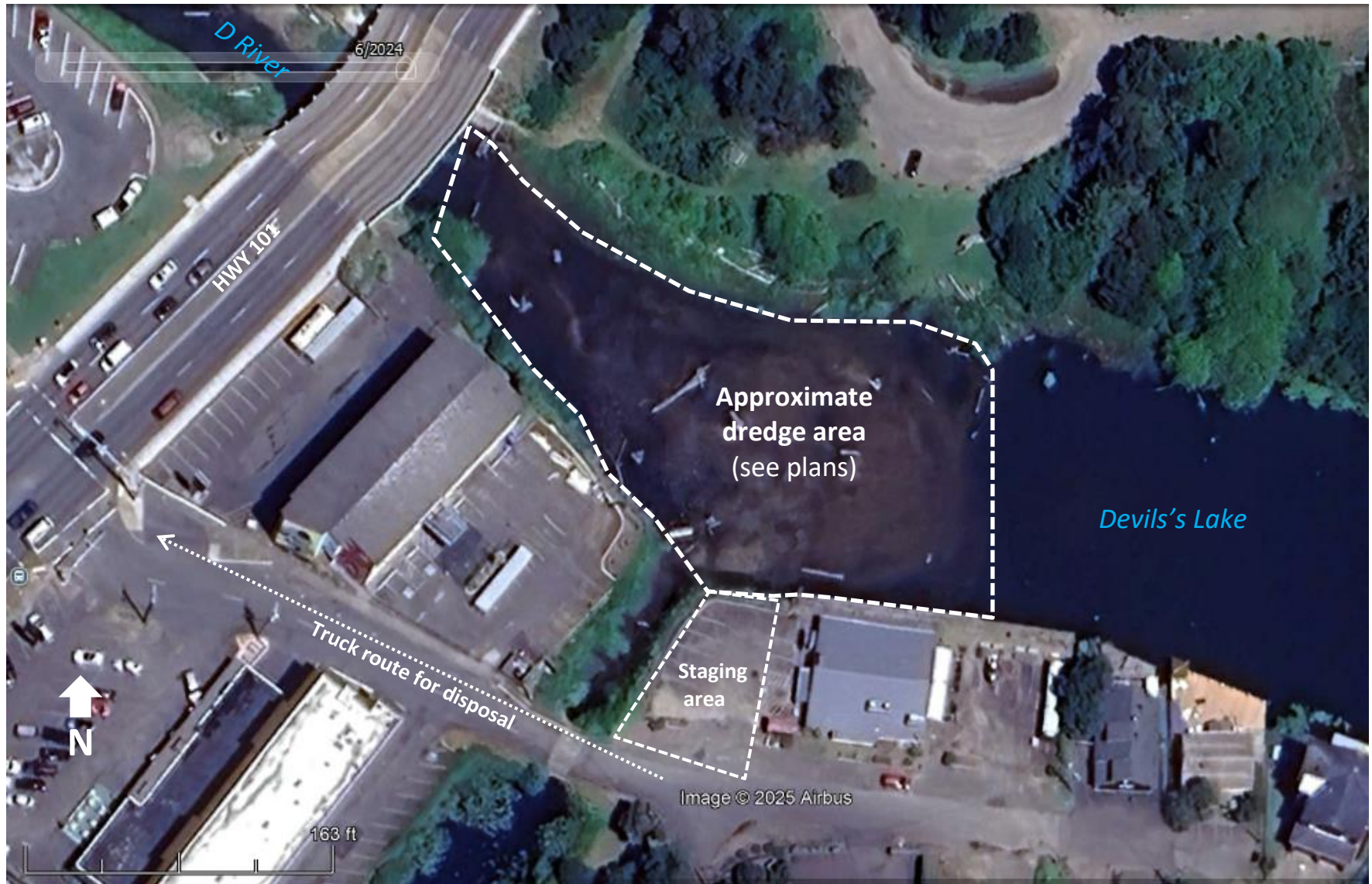


Figure 3: Aerial Photograph
Devil's Lake Dredging Project
(Google Earth 2025)

Applicant: Devil's Lake Water Improvement District
Location: Lincoln City, OR
TRS: T:7S / R:11W / S:15
Lat/Long: 44.9674 N / -124.0155 W (WGS84)



Photo 1: View to the northwest showing an overview of the proposed Devil's Lake dredge area.

Photo 2: View to the southeast showing an overview of the proposed Devil's Lake dredge area.



Figure 4A: Photographs
Devil's Lake Dredging Project
(LEI Engineering 2025)

Applicant: Devil's Lake Water Improvement District
Location: Lincoln City, OR
TRS: T:7S / R:11W / S:15
Lat/Long: 44.9674 N / -124.0155 W (WGS84)



Photo 4: View to the north showing the parking lot proposed for dredge stockpile and transfer.

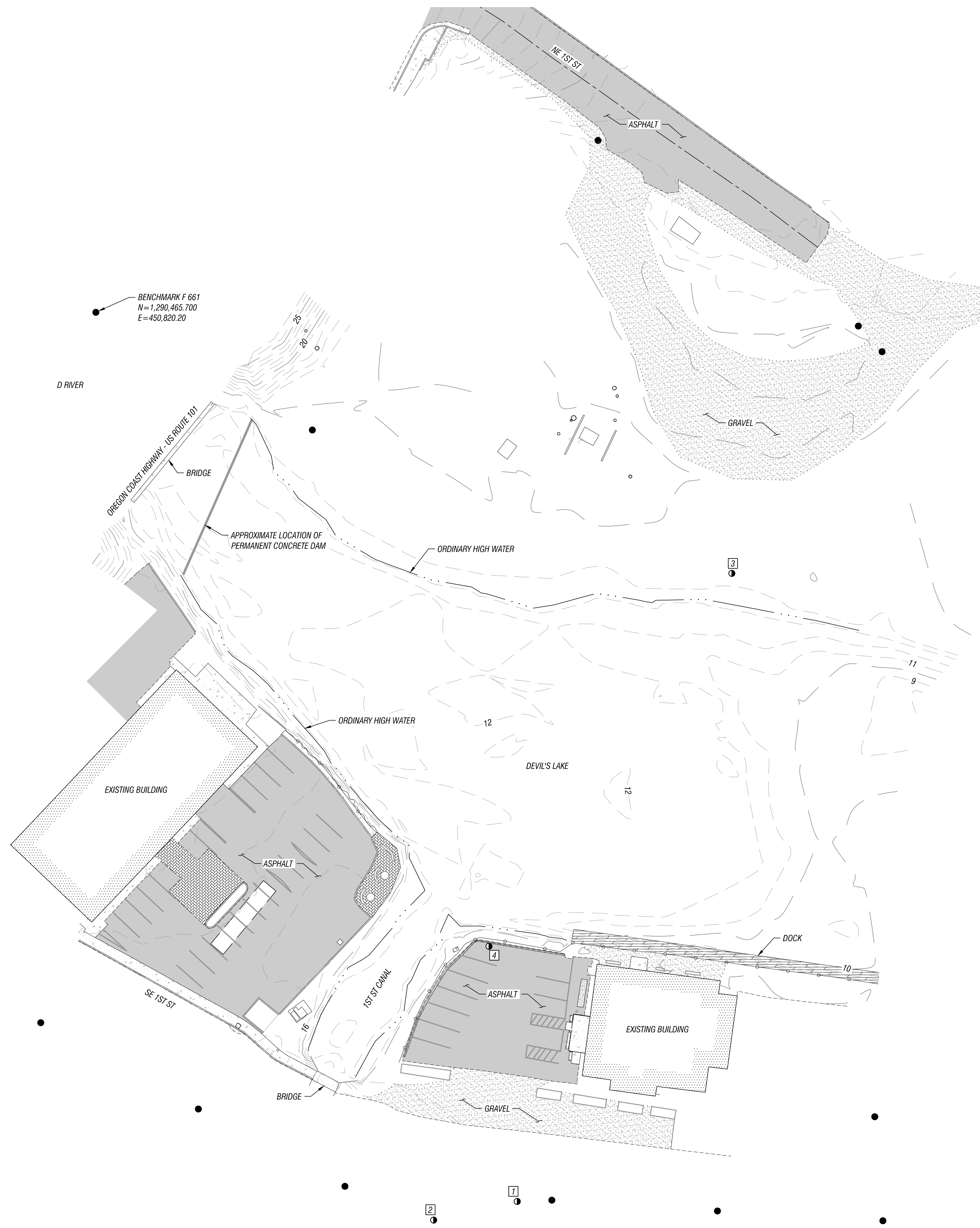
Photo 3: View to the east showing the shoreline area proposed for dredge access and conveyor.



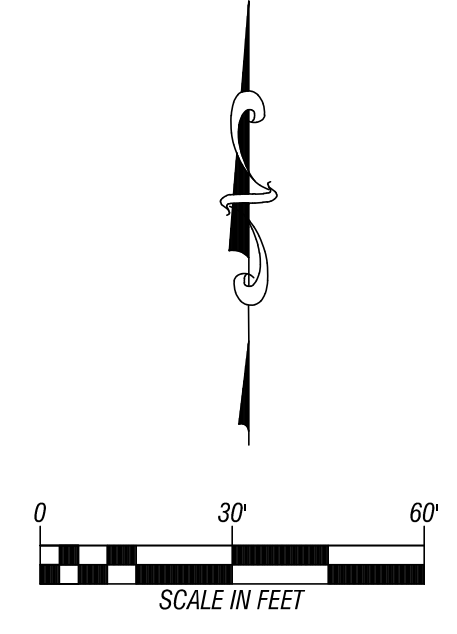
Figure 4B: Photographs
Devil's Lake Dredging Project
(LEI Engineering 2025)

Applicant: Devil's Lake Water Improvement District
Location: Lincoln City, OR
TRS: T:7S / R:11W / S:15
Lat/Long: 44.9674 N / -124.0155 W (WGS84)

1. DATE: 03/23/23
 2. PROJECT: DEVIL'S LAKE WATER IMPROVEMENT DISTRICT
 3. DRAWN BY: J. WALKER
 4. CHECKED BY: J. WALKER
 5. APPROVED BY: J. WALKER
 6. DATE: 03/23/23
 7. PROJECT: DEVIL'S LAKE WATER IMPROVEMENT DISTRICT
 8. DRAWN BY: J. WALKER
 9. CHECKED BY: J. WALKER
 10. APPROVED BY: J. WALKER
 11. DATE: 03/23/23



BENCHMARK F 661
 N=1,290,465.700
 E=450,820.20



CONTROL TABLE				
#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1290035.339	451024.178	15.302	BLUE PLASTIC CAP
2	1290026.313	450983.722	15.635	PK
3	1290339.348	451128.056	14.739	HUB AND TACK
4	1290158.846	451010.506	15.562	PK

GENERAL NOTES:

- THE LOCATION OF UTILITIES SERVING THE PROPERTY HAVE BEEN DETERMINED BY OBSERVED EVIDENCE, TOGETHER WITH MARKINGS PROVIDED BY UTILITY COMPANIES; 811 OREGON UTILITY NOTIFICATION CENTER. THE LOCATION OF THE UTILITIES, SHOWN HEREON, DETERMINED BY ABOVE GROUND EVIDENCE AND ILLUSTRATED WITH HELP FROM CITY MAPS, IS APPROXIMATE. NO AS-BUILT SURVEYS HAVE BEEN PROVIDED OR REVIEWED AT THIS TIME. LEI MAKES NO WARRANTIES TO THE LOCATION OF THE UTILITIES. THE CONTRACTOR SHALL CALL FOR PRIVATE UTILITY LOCATES AND FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION ACTIVITIES.
- THE BOUNDARY SHOWN ON THIS MAP IS FOR ENGINEERING PURPOSES ONLY. NO MONUMENTATION SHALL BE SET AND THIS MAP SHALL NOT BE FILED WITH THE COUNTY AS RECORD.

LEGEND:

- FOUND MONUMENT
- CONTROL POINT. REFERENCE SITE CONTROL TABLE FOR DESCRIPTIONS.

PRELIMINARY

DEVIL'S LAKE DREDGE PLAN
 PREPARED FOR:
DEVIL'S LAKE WATER IMPROVEMENT DISTRICT

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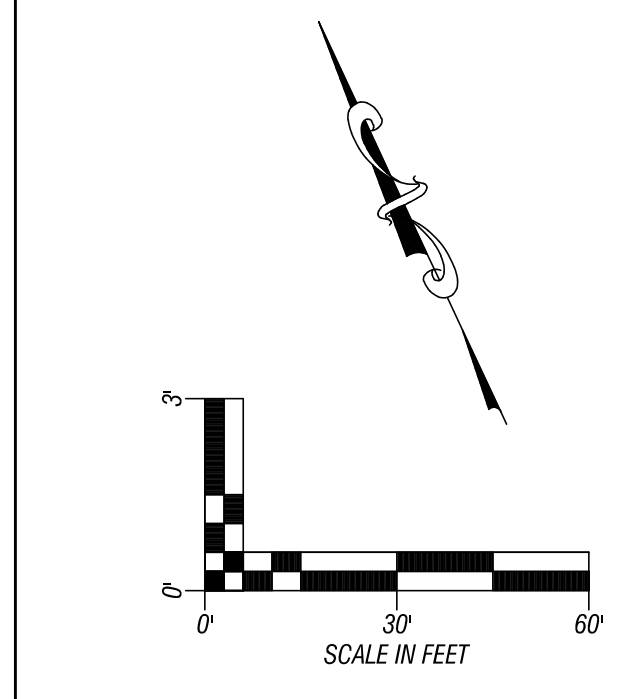
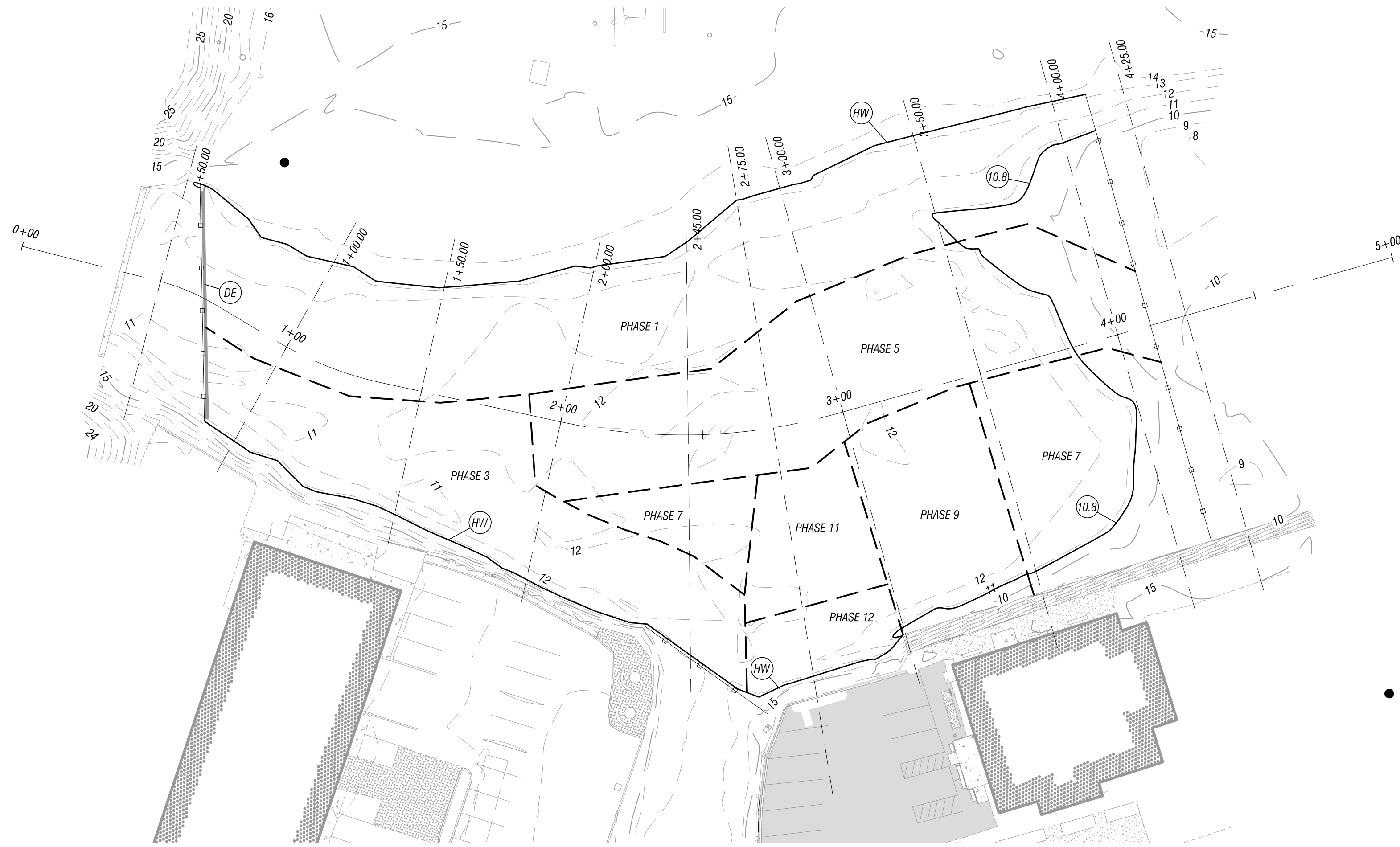
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EXISTING CONDITIONS

SCALE: 1" = 30'
 PROJECT NO: 14-151
 SHEET: 03 OF 23
EX-1

RELEASE OF DOCUMENT: THIS DOCUMENT, AND THE IDEAS AND DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF LEI ENGINEERING AND SURVEYING OF OREGON, LLC AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN AUTHORIZATION OF LEI ENGINEERING. © LEI ENGINEERING

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 E. DE GUZMAN, REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 987654321
 P. J. BASSON, REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 567890123
 L. G. BROWN, REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 345678901



- CONSTRUCTION NOTES:**
- (10.8) 10.8-FOOT CONTOUR REPRESENTS THE EAST BOUNDARY OF THE VERTICAL LIMIT OF DREDGING. SEDIMENT BUILDUP MAY HAVE SHIFTED SINCE DATE OF SURVEY. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS.
 - (HW) THE ORDINARY HIGH WATER ELEVATION (APPROXIMATELY 13.2 FEET) REPRESENTS THE NORTH AND SOUTH BOUNDARY OF THE LIMITS OF DREDGING.
 - (DE) THE ELEVATION OF THE CONCRETE DAM REPRESENTS THE VERTICAL LIMIT OF DREDGING (APPROXIMATELY 11.0 FEET). THIS ELEVATION IS BASED ON VERTICAL DATUM NAVD88 PER NGS DATASHEET 0E1409. PAST PLANNING AND DESIGN DOCUMENTS HAVE REFERRED TO THIS ELEVATION AS 8.00 FEET.

NO.	DATE	REVISION	BY

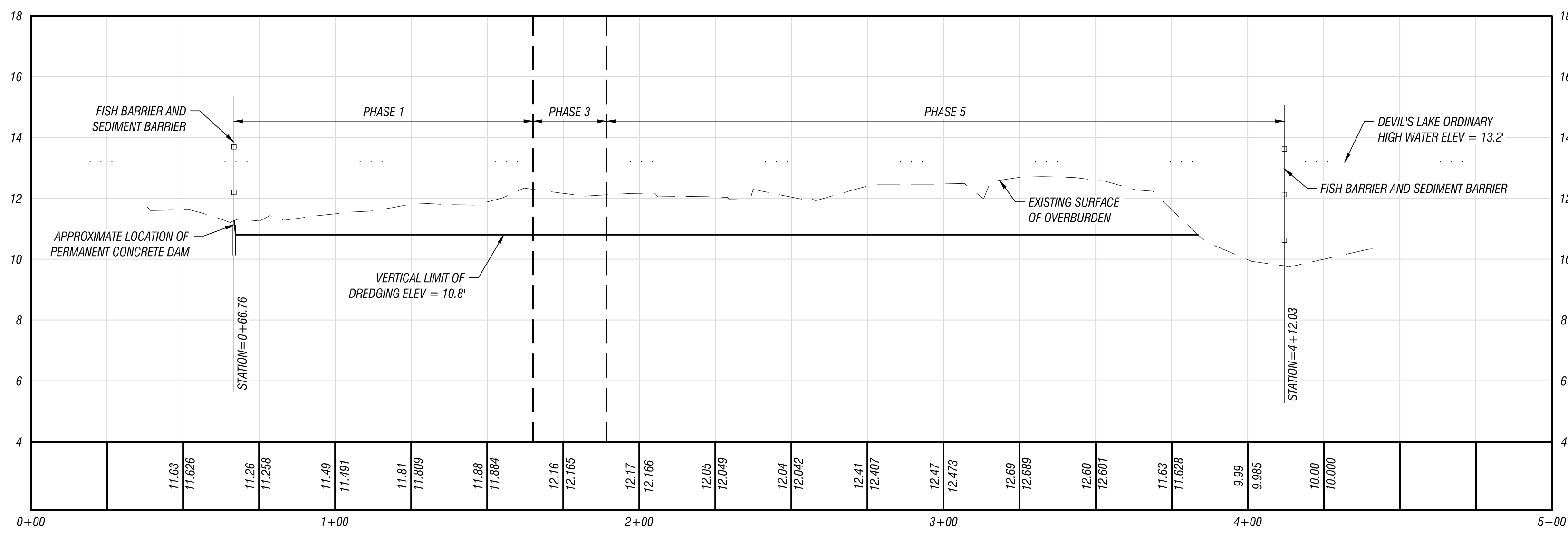
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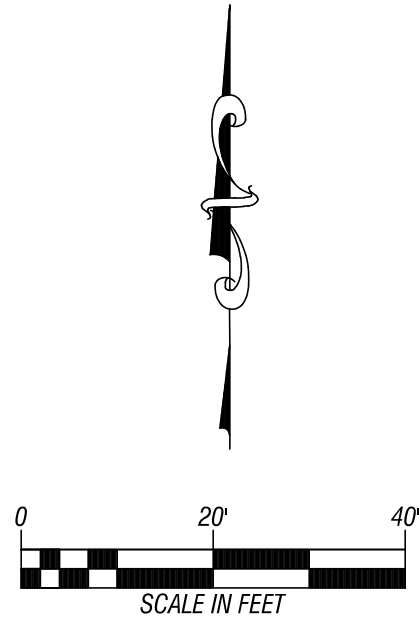
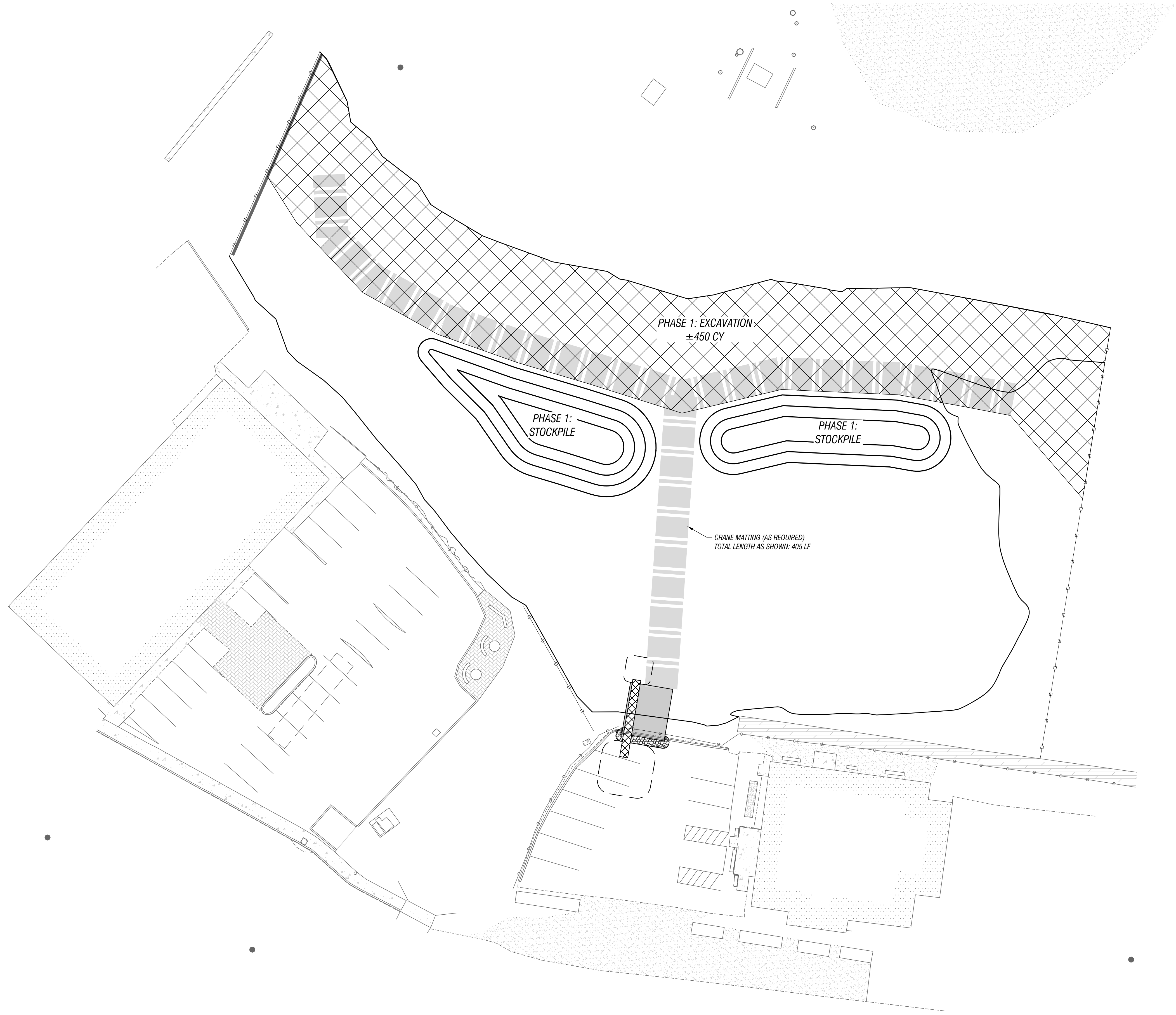
DEVIL'S LAKE PLAN & PROFILE
 SCALE: 1" = 30'
 PROJECT NO: 14-151
 SHEET: PP-1
 07 OF 23

CL DEVILS LAKE PROFILE



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DATE: 10/23/2014 10:58:51 AM USER: JLE/MS/2014/10/23/10:58:51 AM PROJECT: 14-151 PHASE 1 SHEET: PH-1



CONSTRUCTION NOTES:

PRELIMINARY

NO.	DATE	REVISION	BY	APP'D

DEVIL'S LAKE DREDGE PLAN

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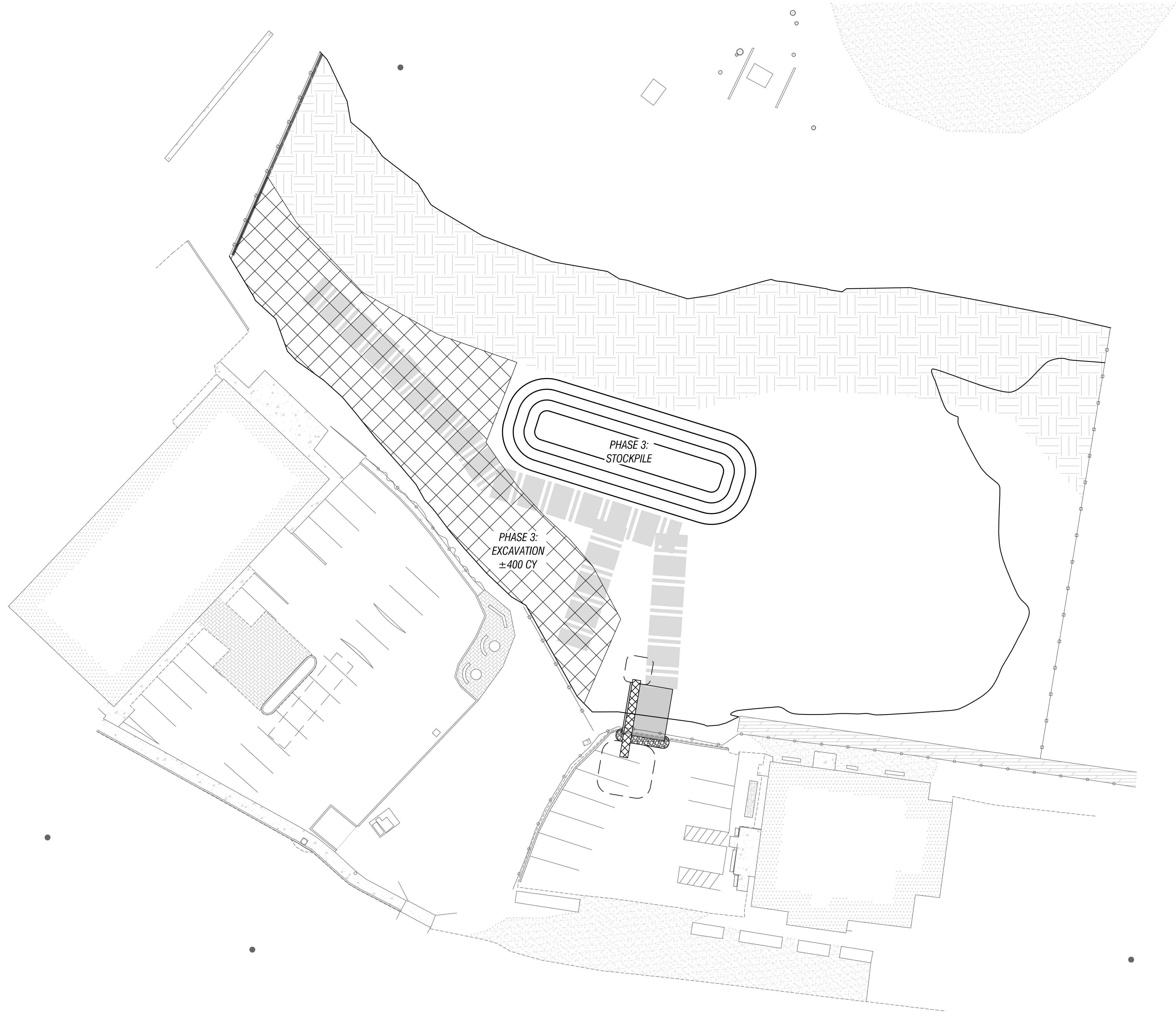


PHASE 1

SCALE	1" = 20'
PROJECT NO.	14-151
SHEET	PH-1
	10 OF 23

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DATE: 10/20/2014 10:58:57 AM PROJECT: 14-151 PHASE 3: EXCAVATION AND STOCKPILE PREPARED FOR: DEVIL'S LAKE WATER IMPROVEMENT DISTRICT



CONSTRUCTION NOTES:

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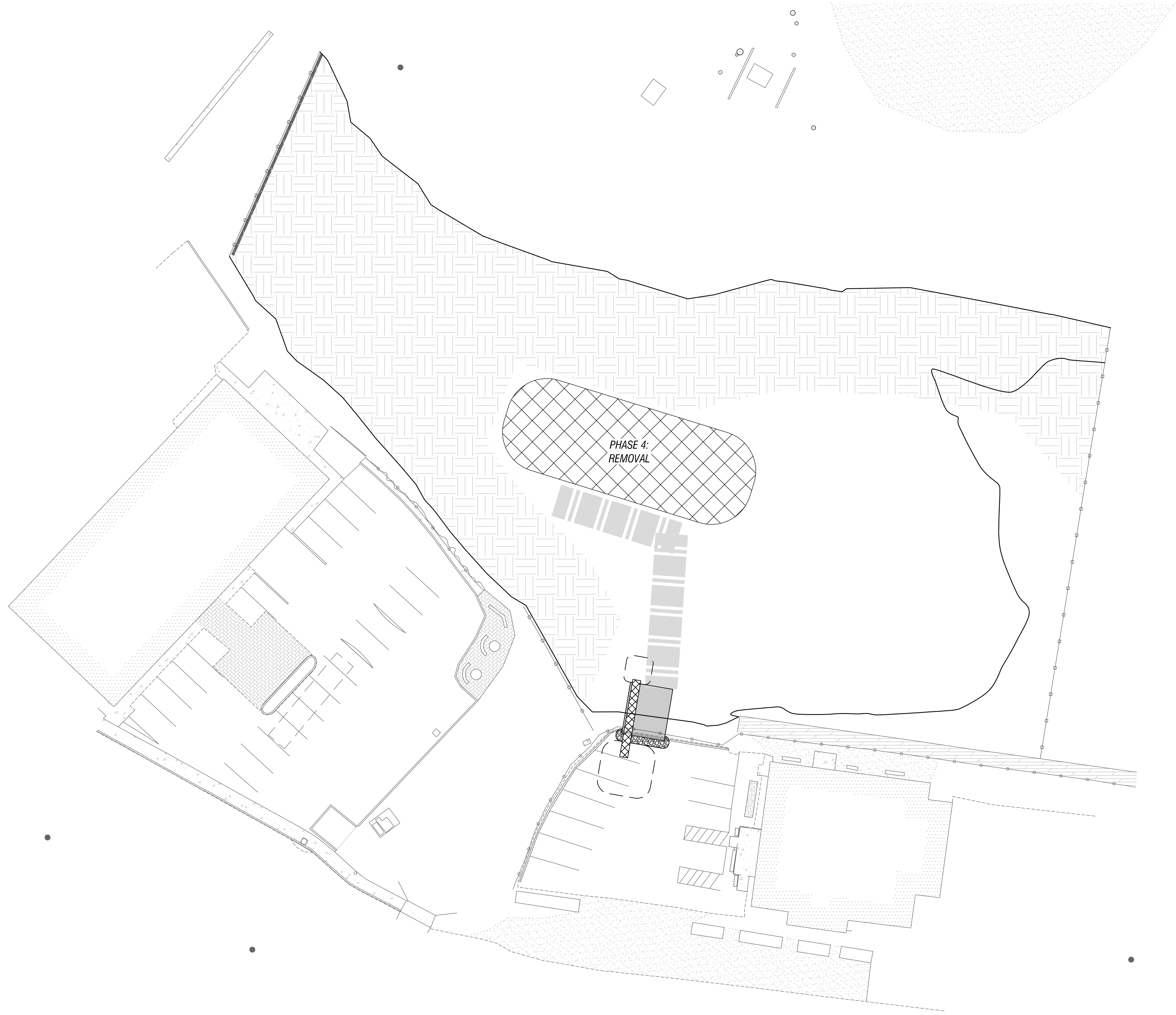


PHASE 3

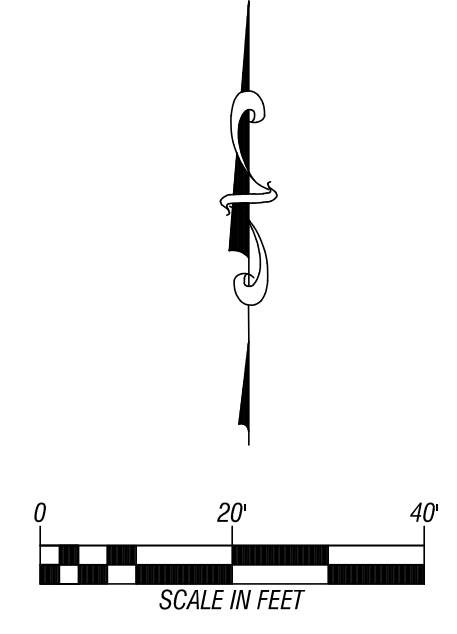
SCALE	1" = 20'
PROJECT NO.	14-151
SHEET	PH-3
	12 OF 23

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DATE: 10/20/2014 10:58:51 AM PROJECT: 14-151 PHASE: PH-4 DRAWN BY: J. WILSON CHECKED BY: J. WILSON APPROVED BY: J. WILSON



CONSTRUCTION NOTES:



SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: 13 OF 23

PHASE 4

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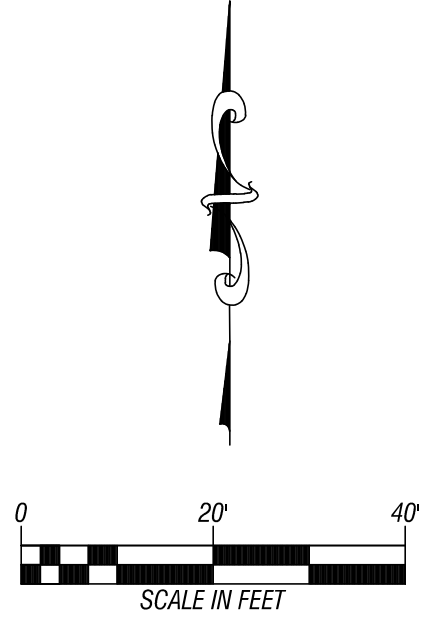
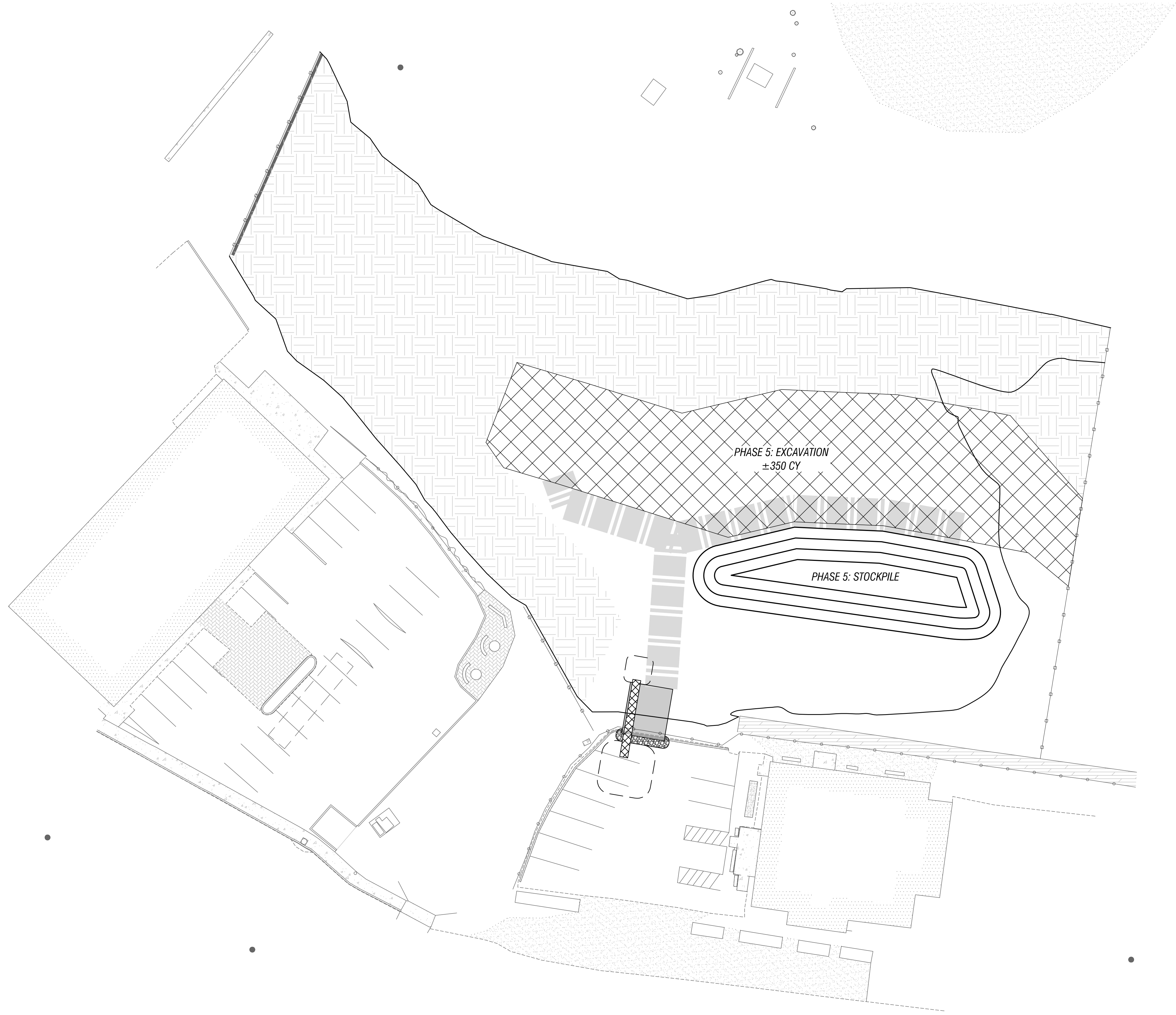
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DATE: 08/21/2014 10:58:51 AM
 USER: JESSICA
 PROJECT: DEVIL'S LAKE WATER IMPROVEMENT DISTRICT
 SHEET: PH-5
 SCALE: 1" = 20'



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DEVIL'S LAKE DREDGE PLAN
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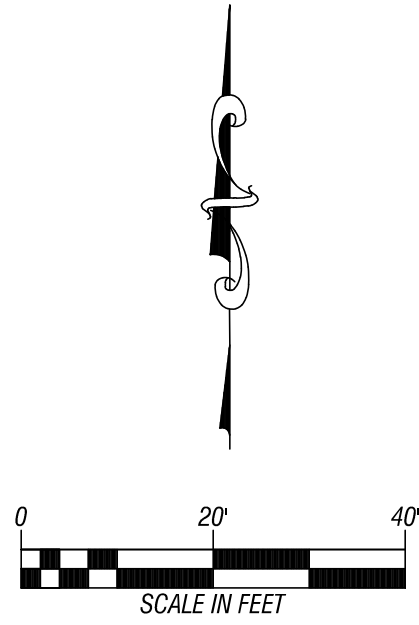
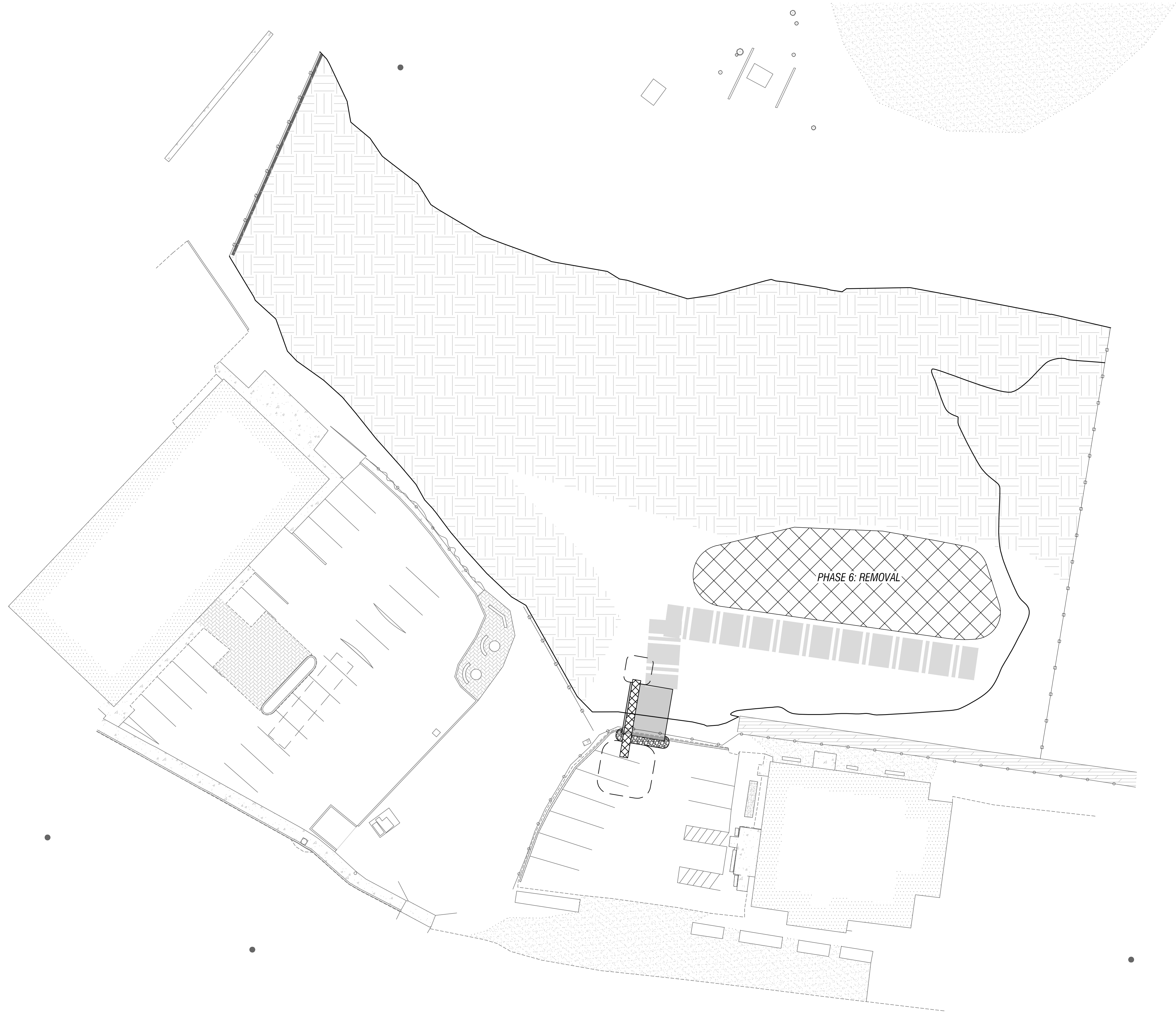
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PHASE 5
 SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: PH-5
 14 OF 23

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DATE: 08/20/2014 10:40:00 AM PROJECT: 14-151 PHASE: 6 OF 6 SHEET: 15 OF 23



CONSTRUCTION NOTES:

SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: 15 OF 23

PHASE 6

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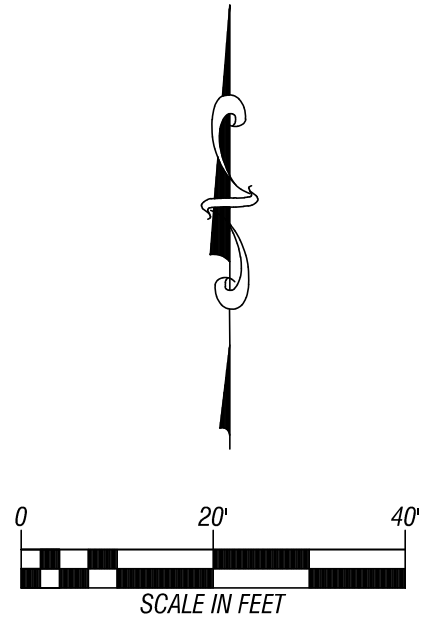
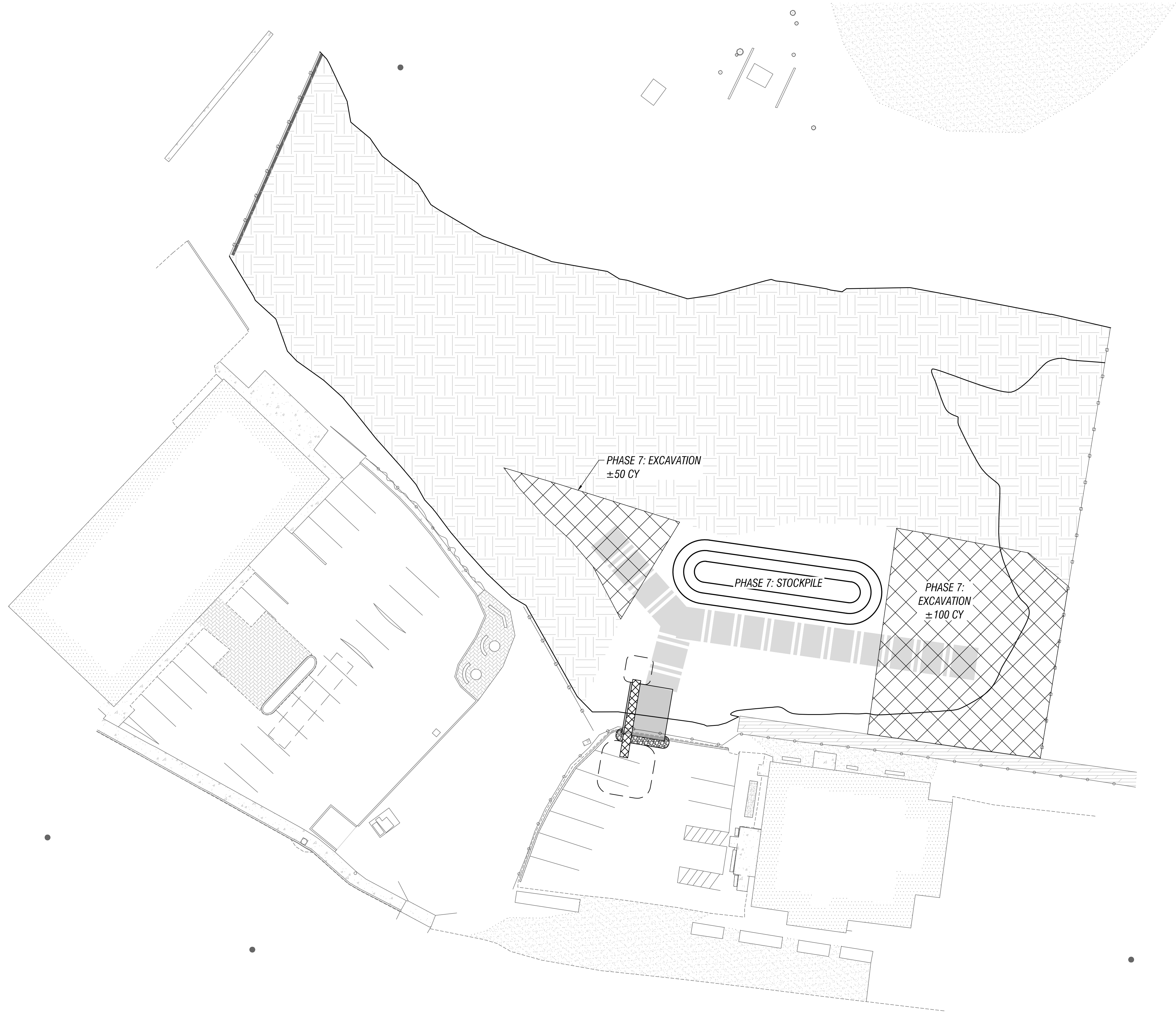
DEVIL'S LAKE DREDGE PLAN

NO. DATE REVISION BY

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DATE: 11/14/2014 10:58:51 AM PROJECT: 14-151 PHASE: PH-7 DRAWN BY: J. WILSON CHECKED BY: J. WILSON DATE PLOTTED: 11/14/2014 10:58:51 AM PLOT SCALE: 1" = 20'



CONSTRUCTION NOTES:

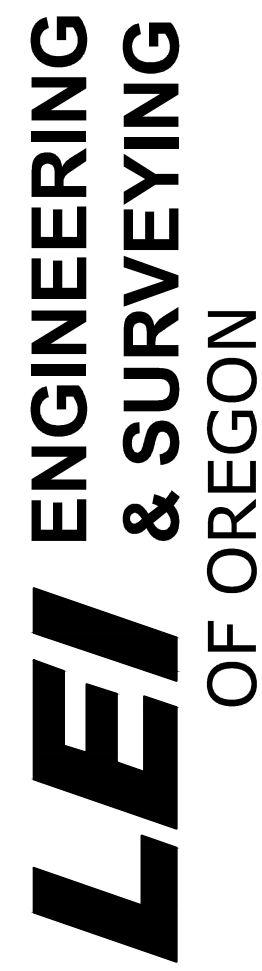
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DEVIL'S LAKE DREDGE PLAN

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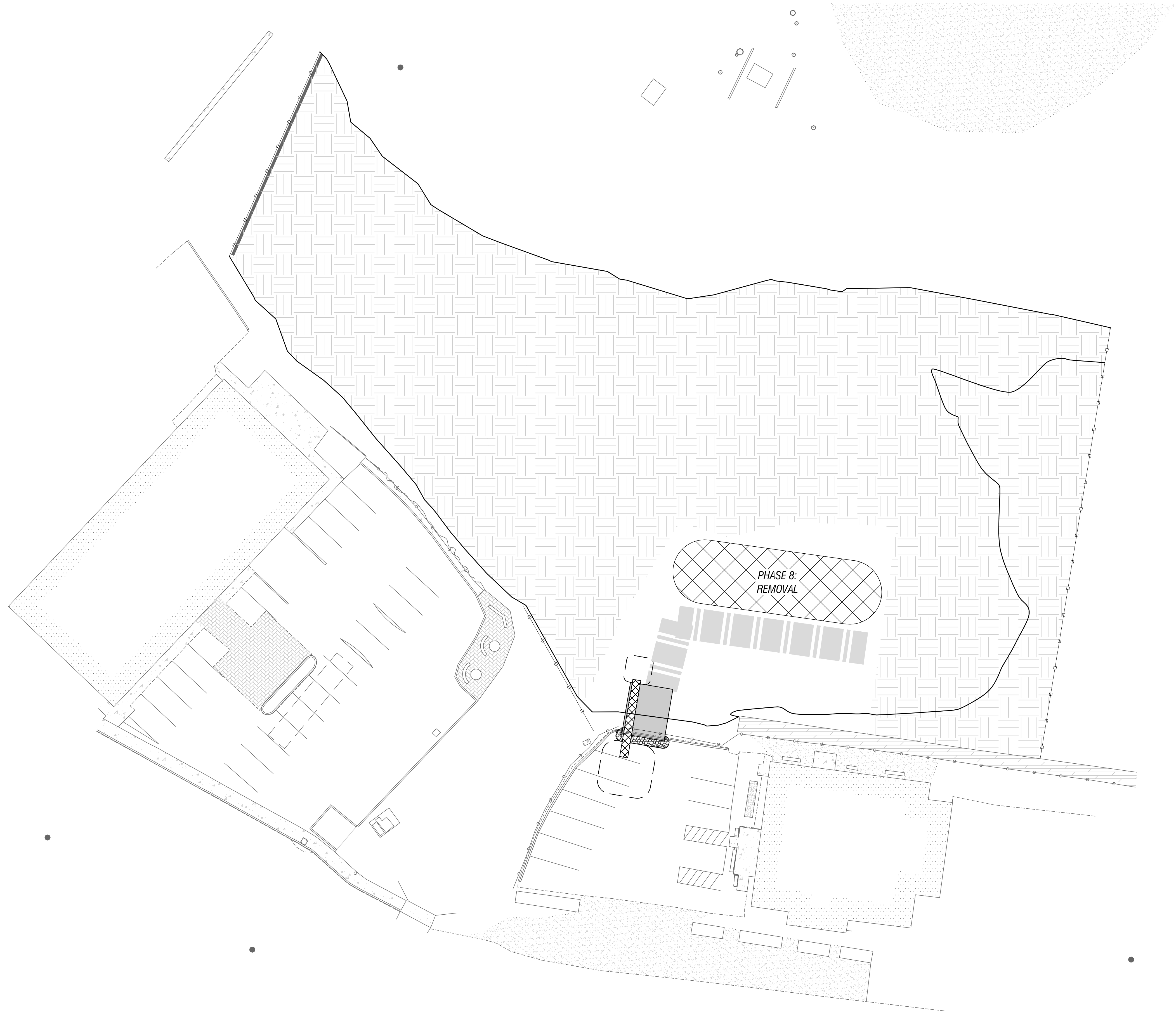


PHASE 7

SCALE	1" = 20'
PROJECT NO.	14-151
SHEET	PH-7
	16 OF 23

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DATE: 08/21/2014 10:45:00 AM
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON
 PROJECT: DEVIL'S LAKE WATER IMPROVEMENT DISTRICT
 SHEET: PH-8 OF 23
 SCALE: 1" = 20'



CONSTRUCTION NOTES:

SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: PH-8
 17 OF 23

PHASE 8

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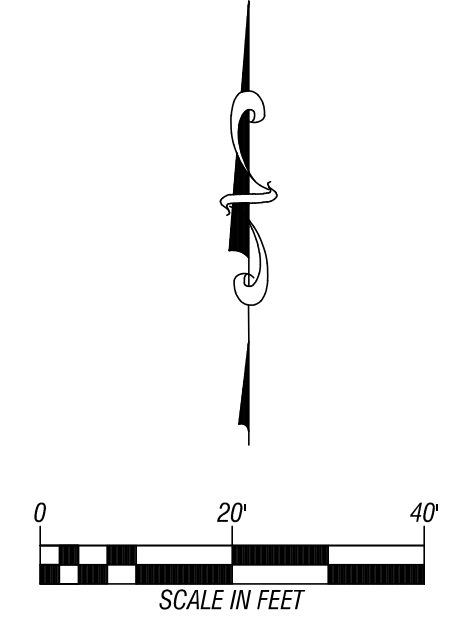
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PREPARED FOR:
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DEVIL'S LAKE DREDGE PLAN

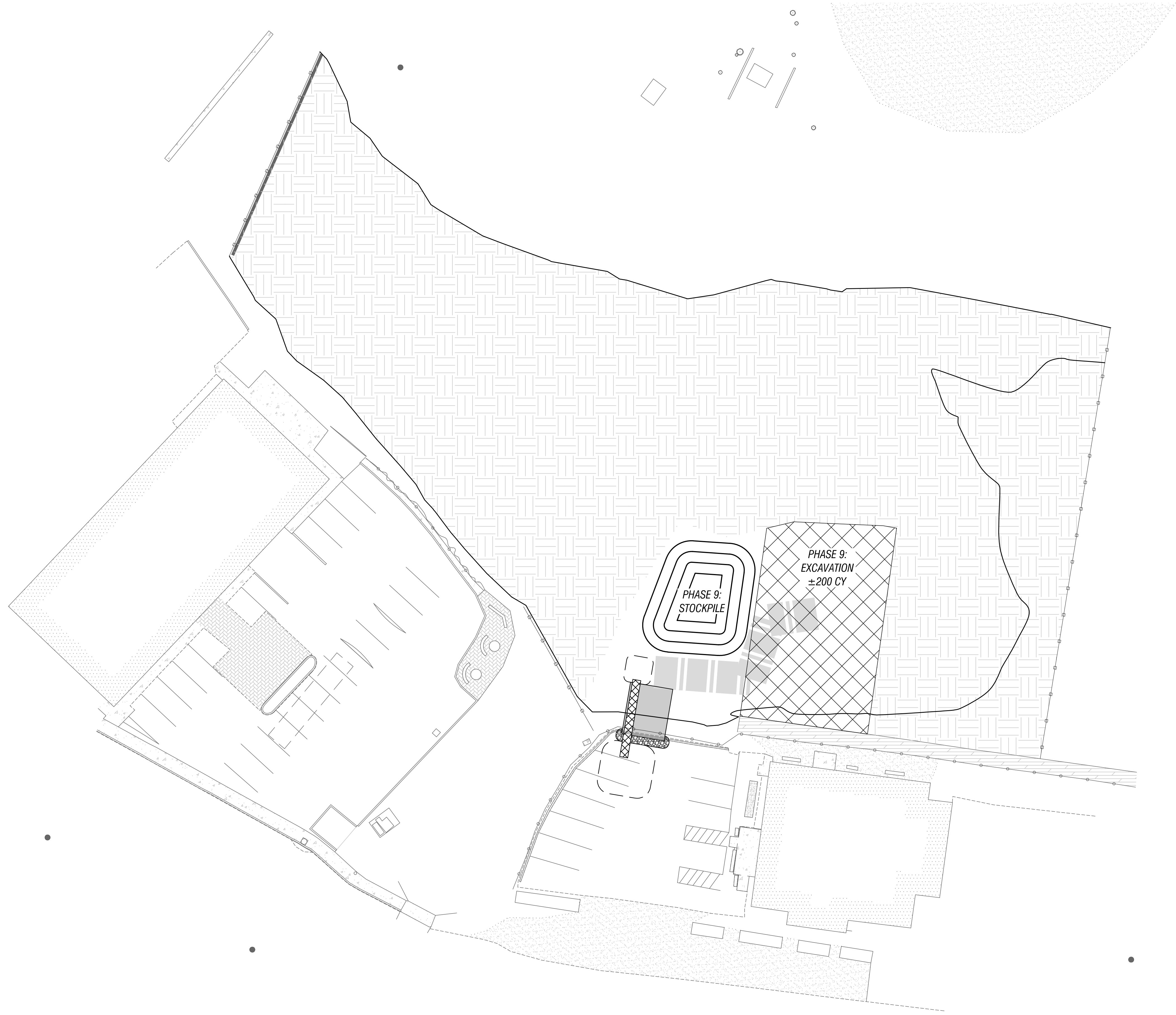
NO.	DATE	REVISION	BY	APP'D

PRELIMINARY

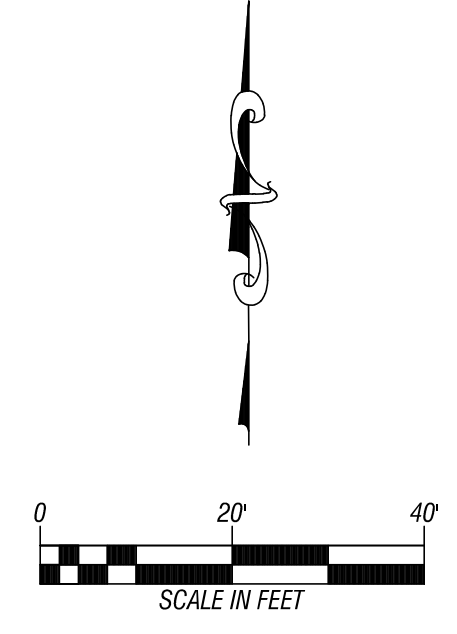


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DATE: 08/14/2014 10:58:51 AM PROJECT: 14-151 PHASE: 9 SHEET: 18 OF 23



CONSTRUCTION NOTES:



SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: 18 OF 23

PHASE 9

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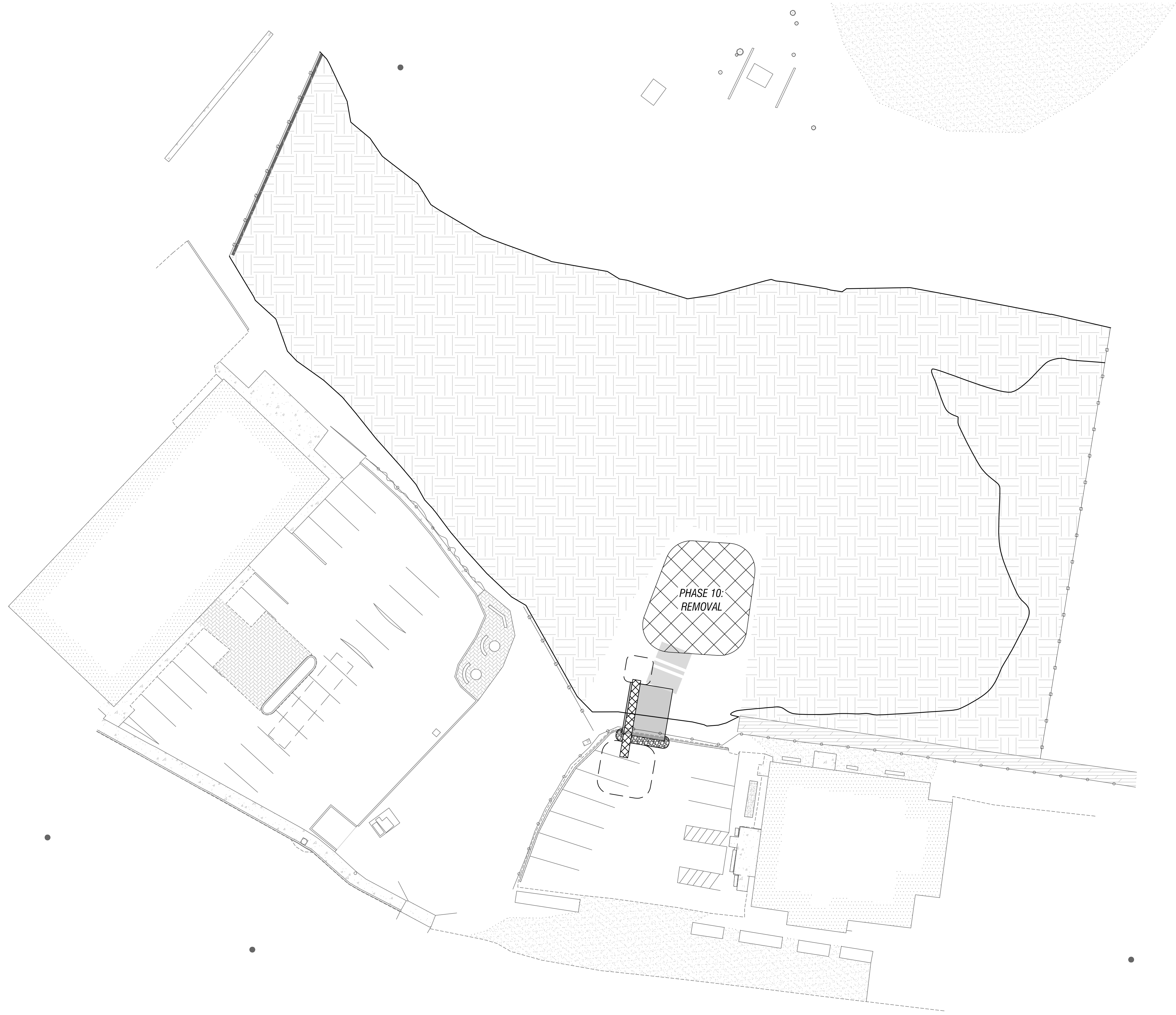
DEVIL'S LAKE DREDGE PLAN

NO.	DATE	REVISION	BY	APP'D

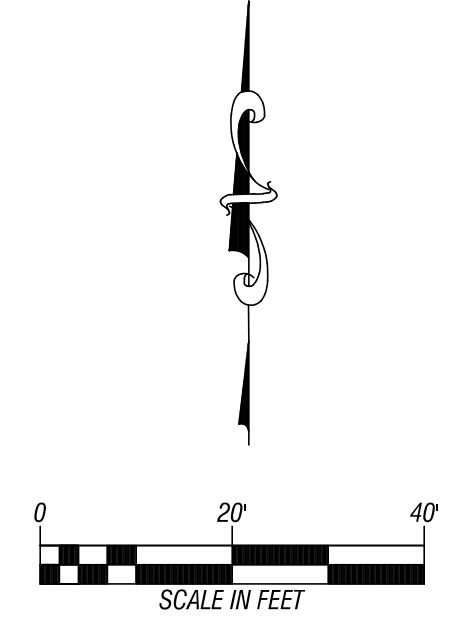
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DATE: 11/14/2014 11:58:54 AM PROJECT: 14-151 PHASE: PH-10 DRAWN BY: J. W. WILSON CHECKED BY: J. W. WILSON DATE: 11/14/2014 11:58:54 AM PROJECT: 14-151 PHASE: PH-10 DRAWN BY: J. W. WILSON CHECKED BY: J. W. WILSON



CONSTRUCTION NOTES:



SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: 19 OF 23

PHASE 10

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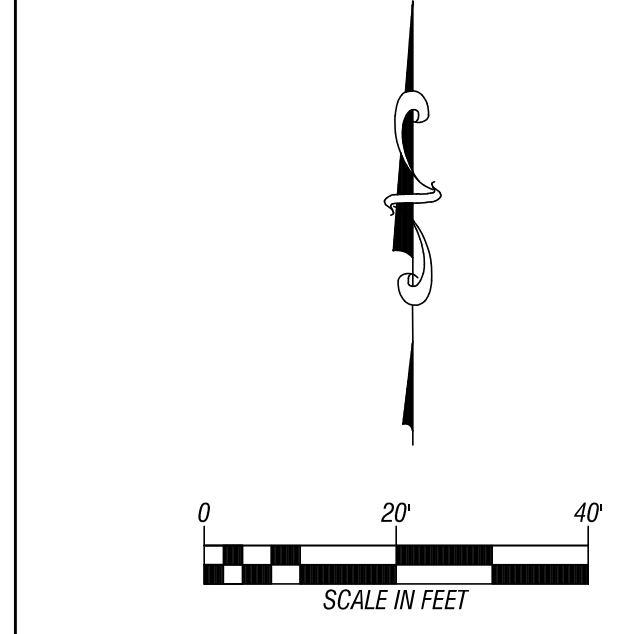
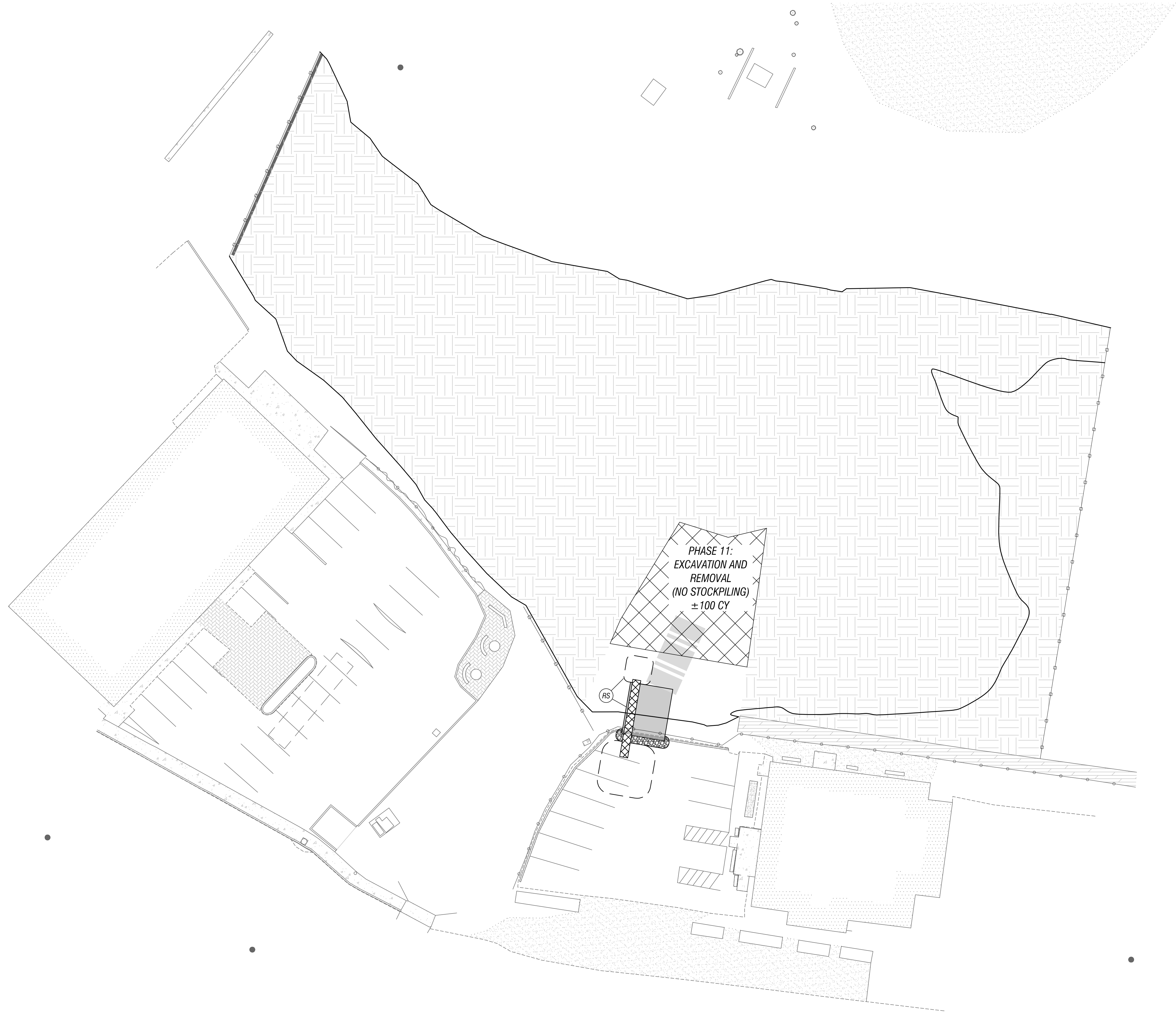
DEVIL'S LAKE DREDGE PLAN

NO.	DATE	REVISION	BY

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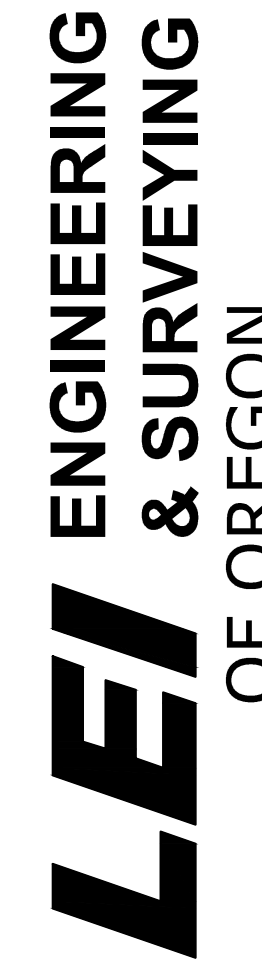


CONSTRUCTION NOTES:
 (RS) AT THE CONCLUSION OF PHASE 11, REMOVE THE STAGING AREA CONVEYOR SYSTEM, RAMP, AND ANY OTHER EQUIPMENT.

NO.	DATE	REVISION	BY	APP'D

DEVIL'S LAKE DREDGE PLAN
 PREPARED FOR:
DEVIL'S LAKE WATER IMPROVEMENT DISTRICT

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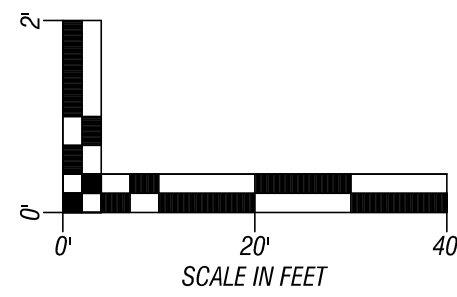
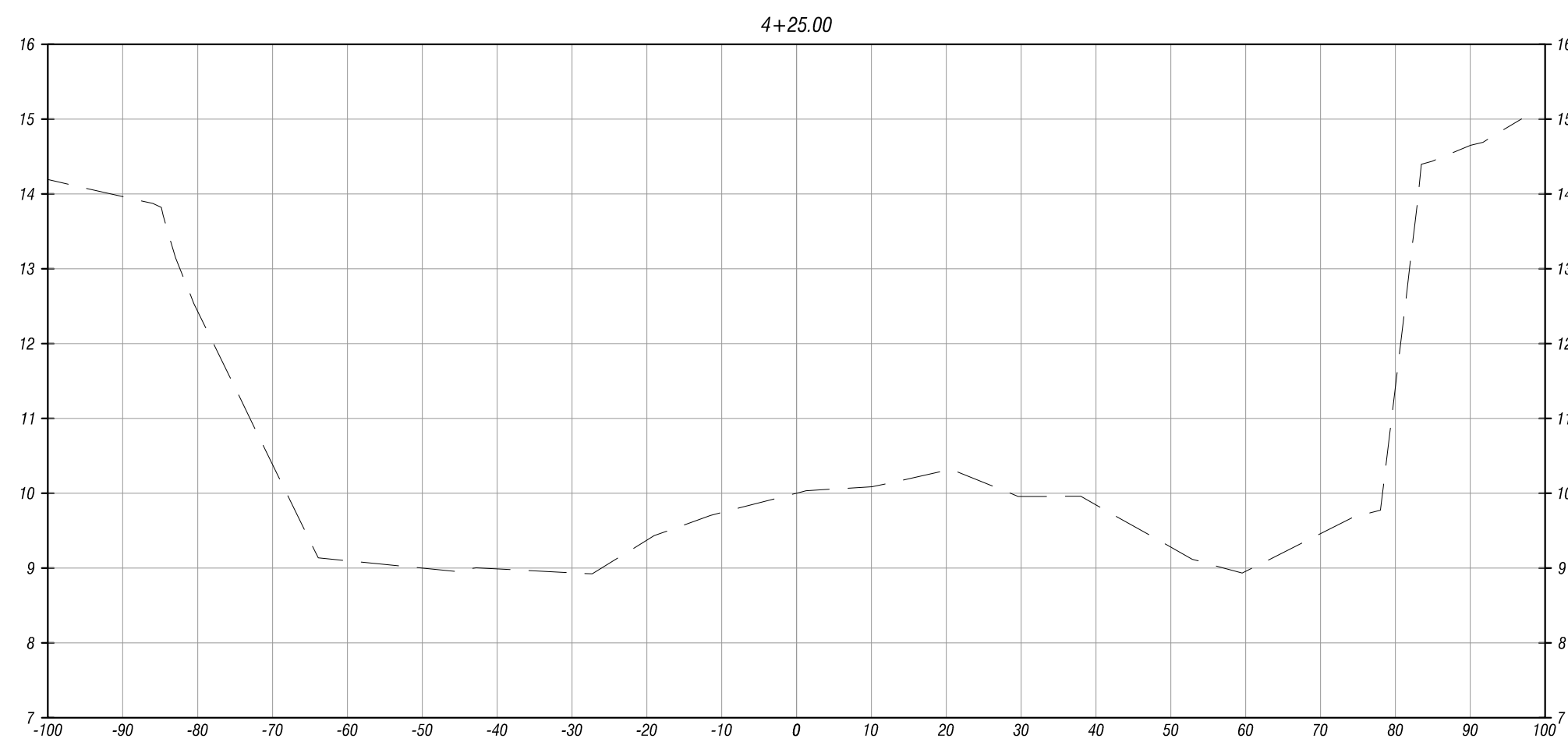
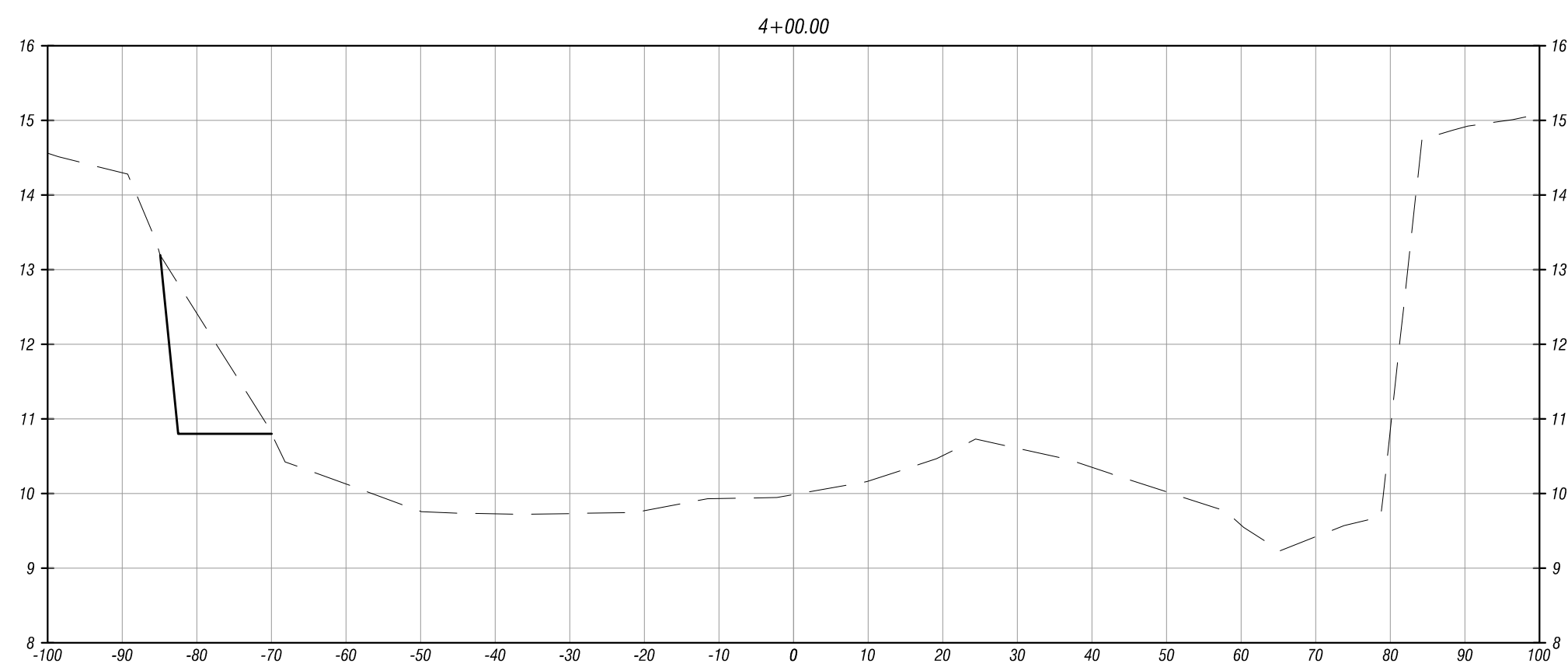
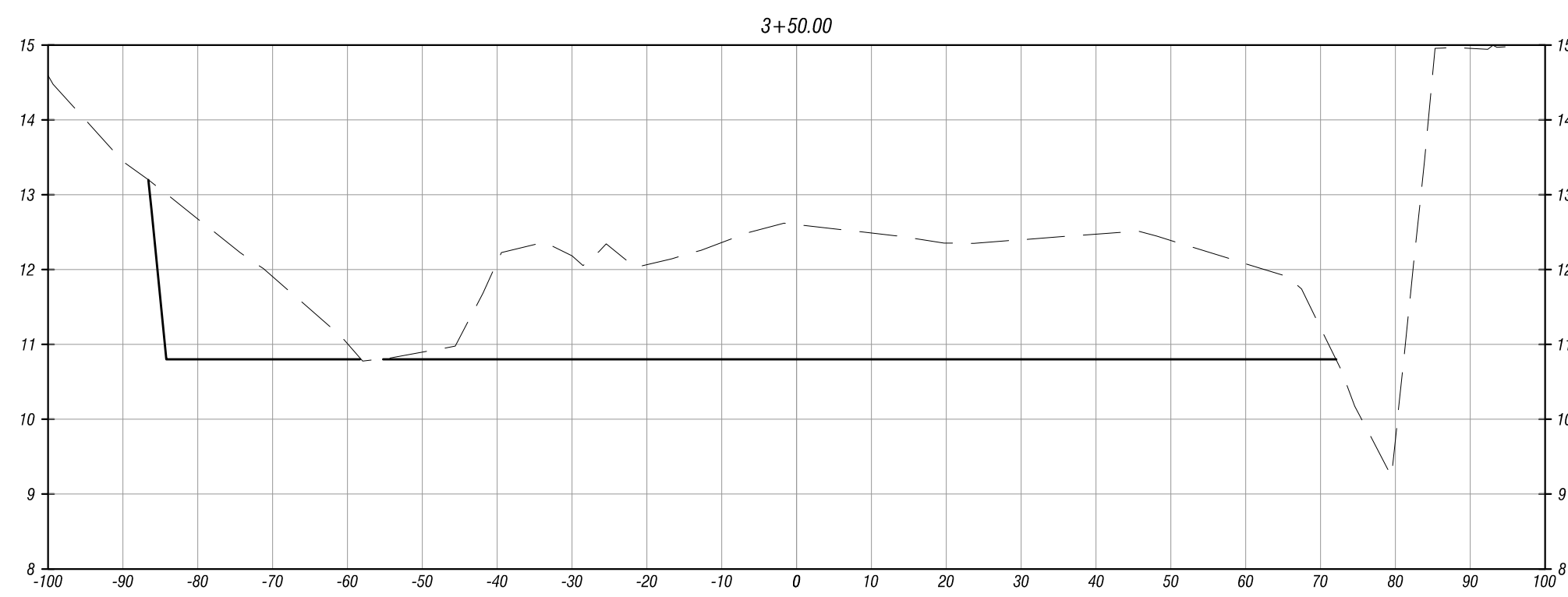
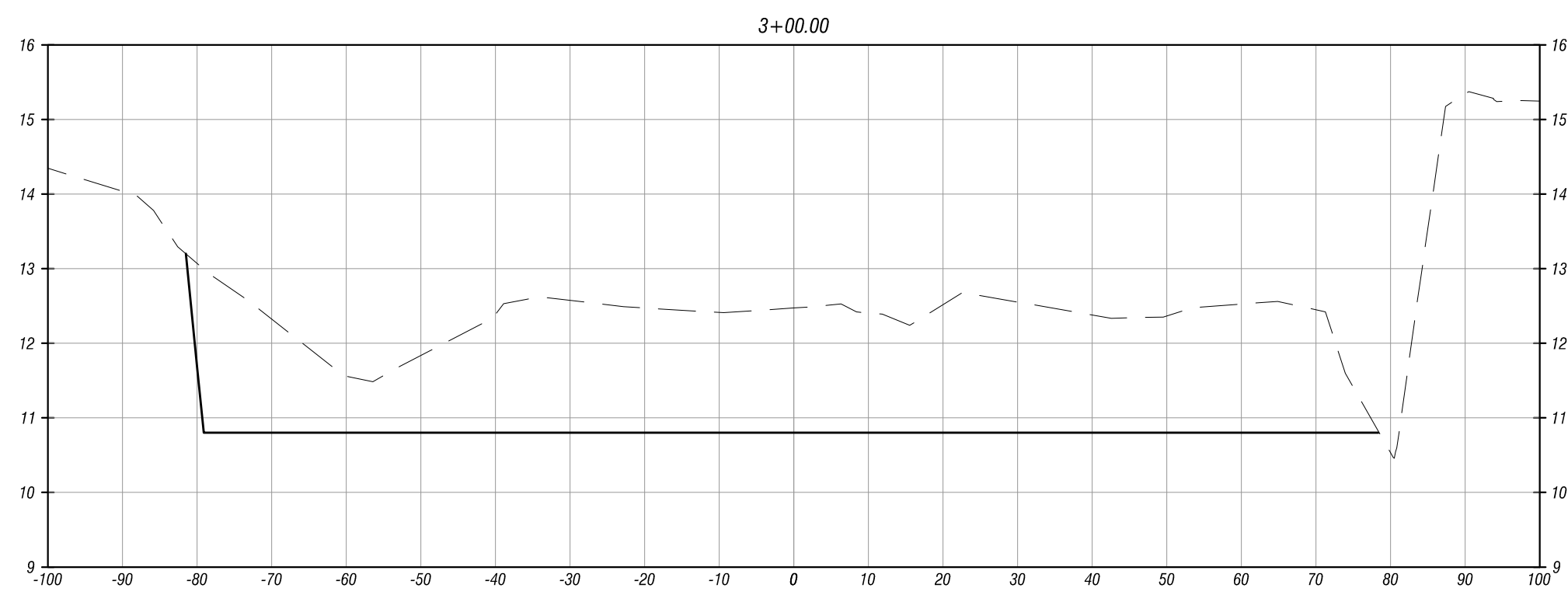
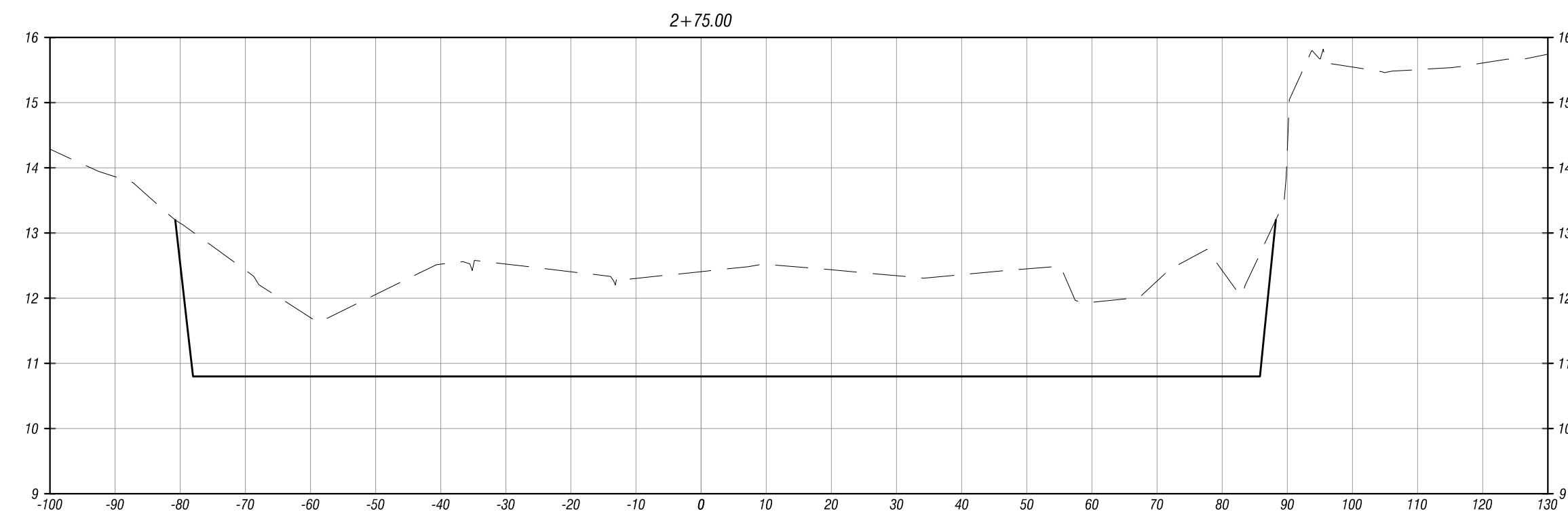
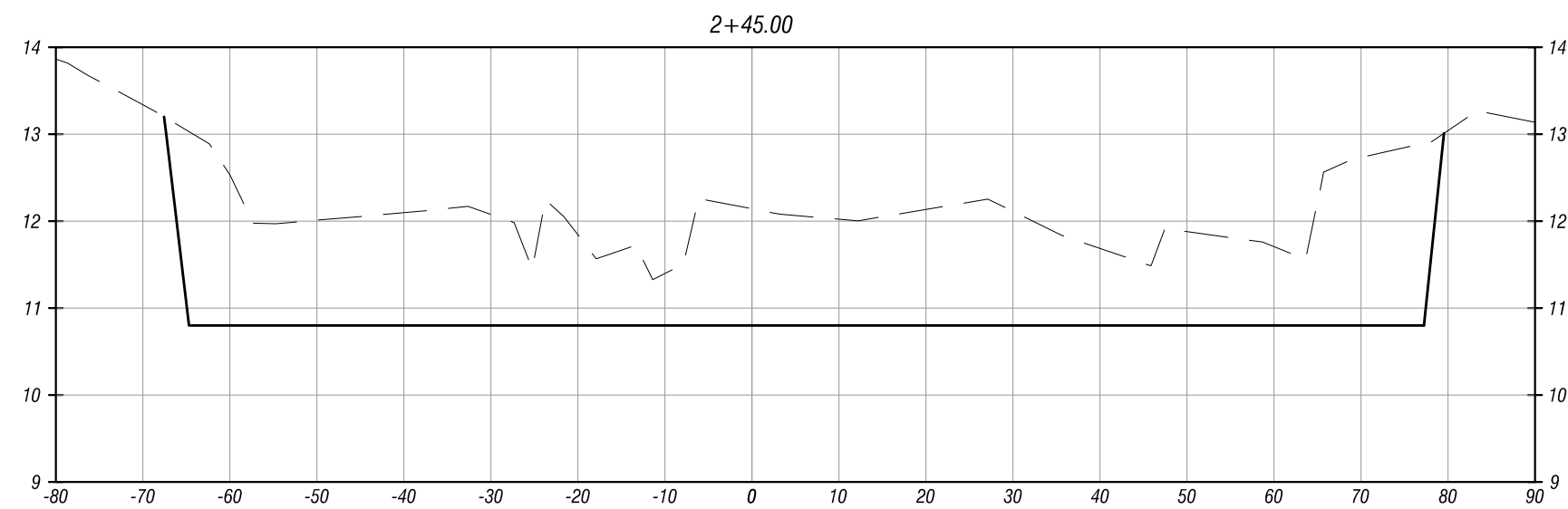
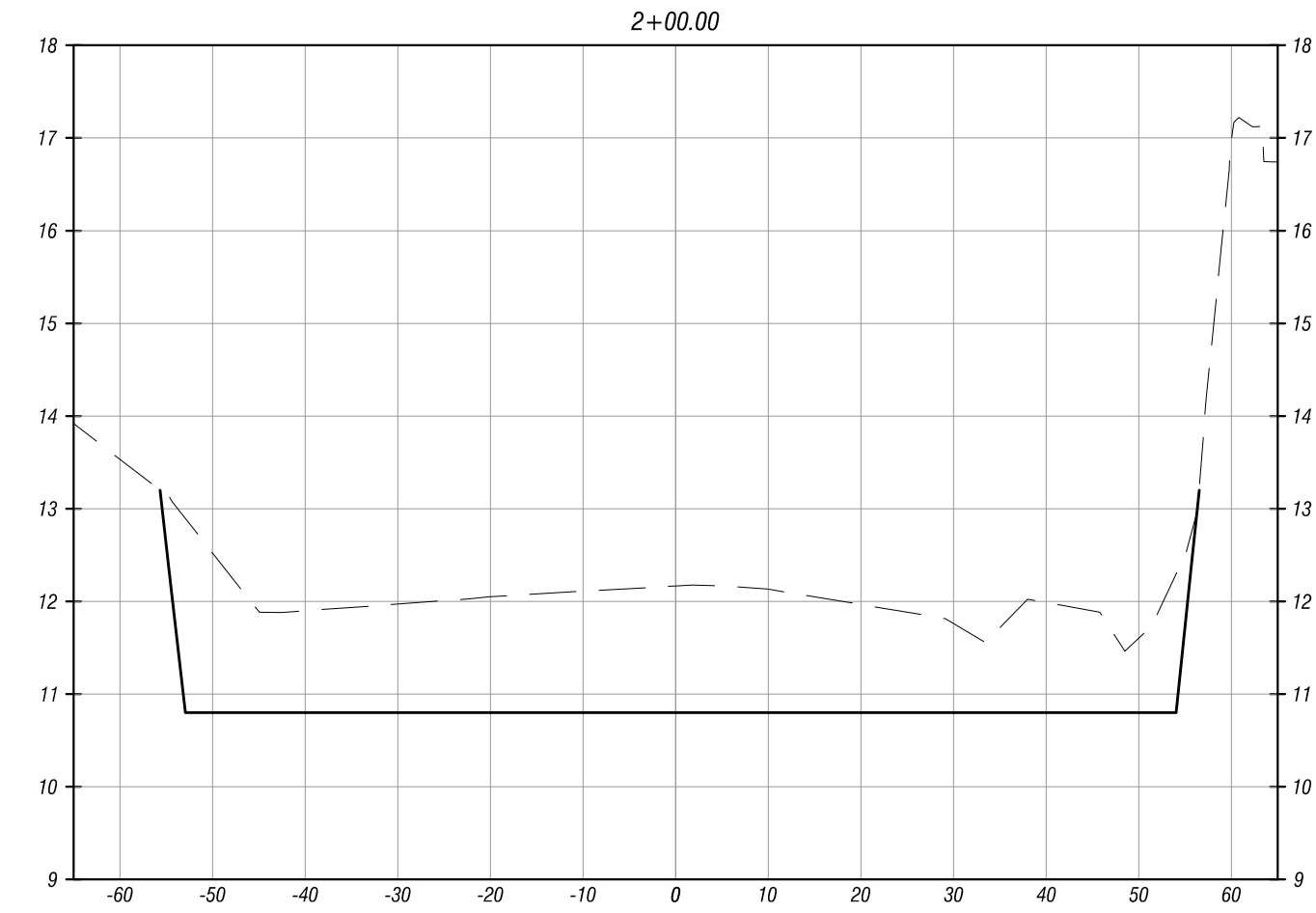
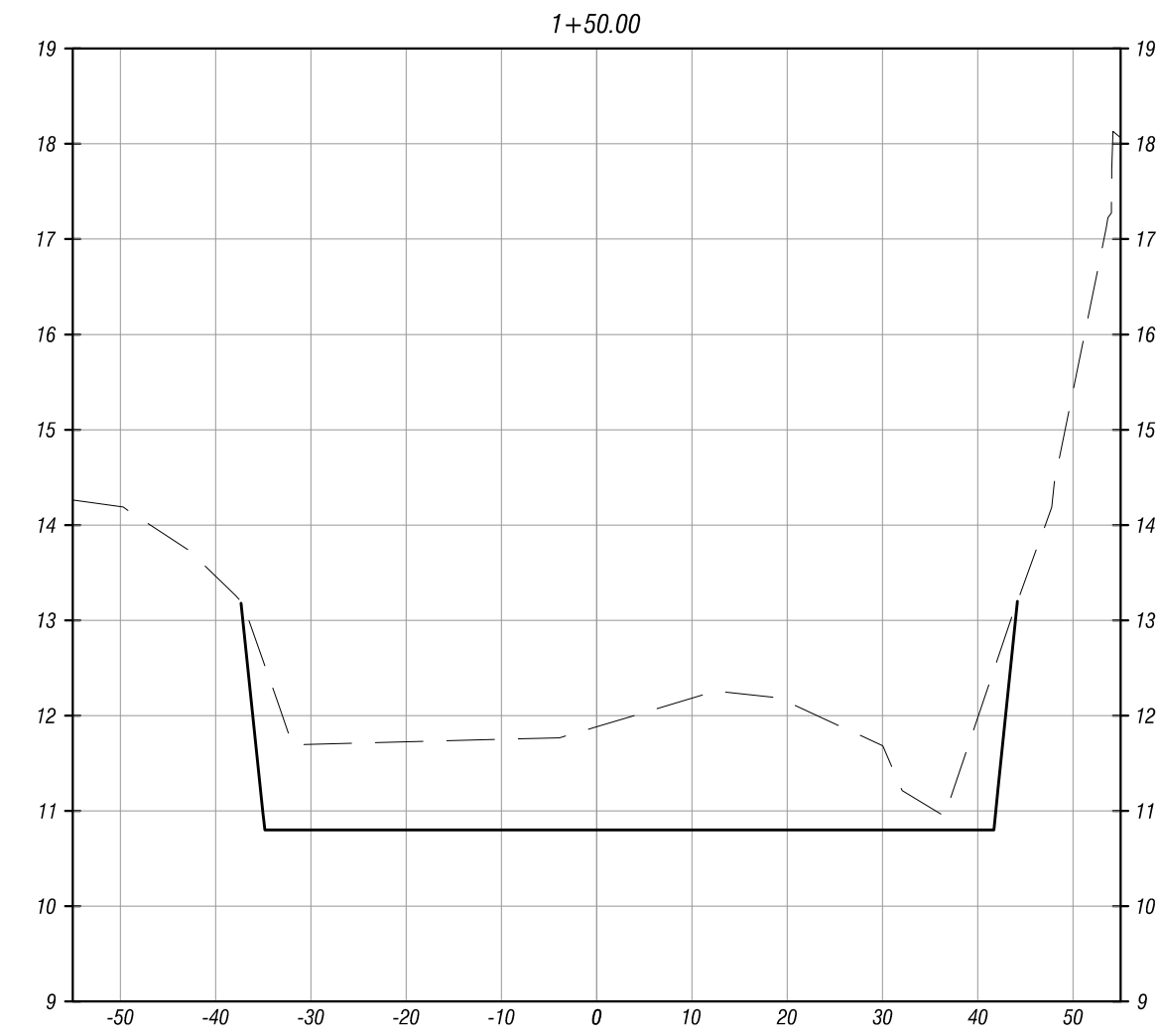
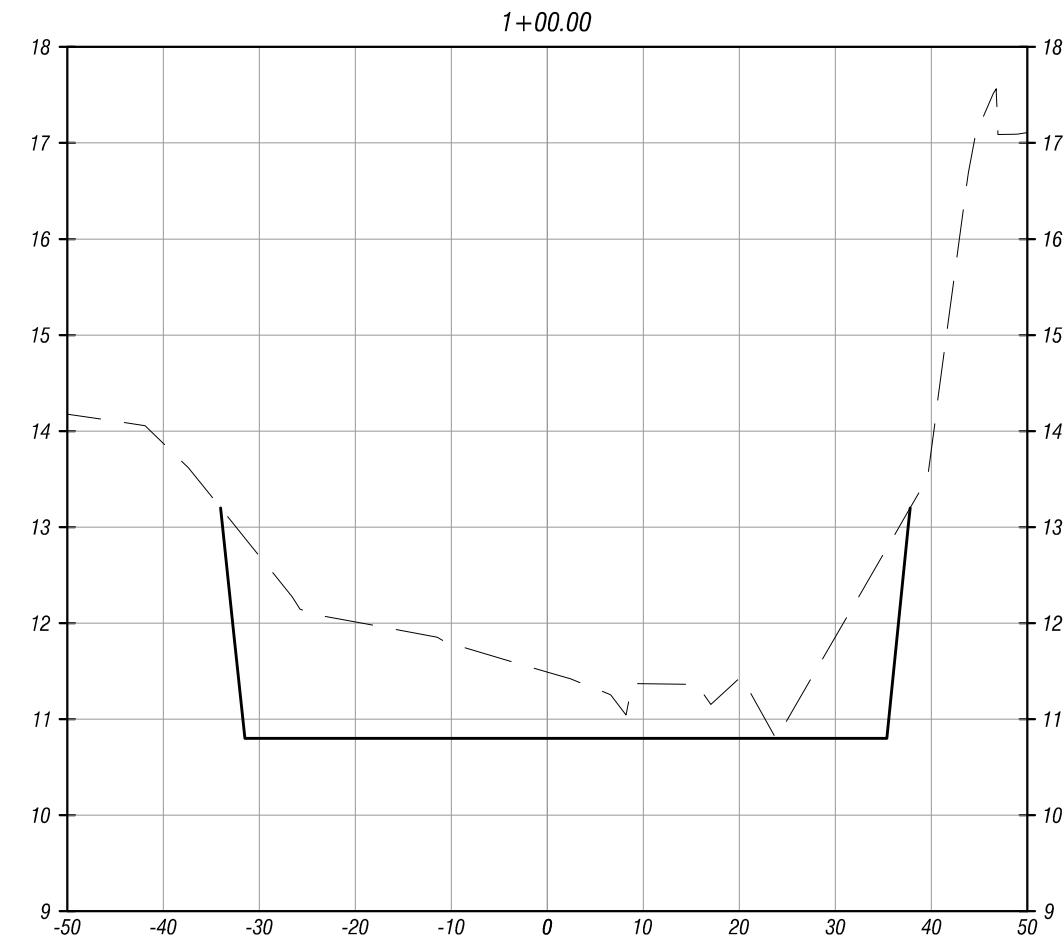
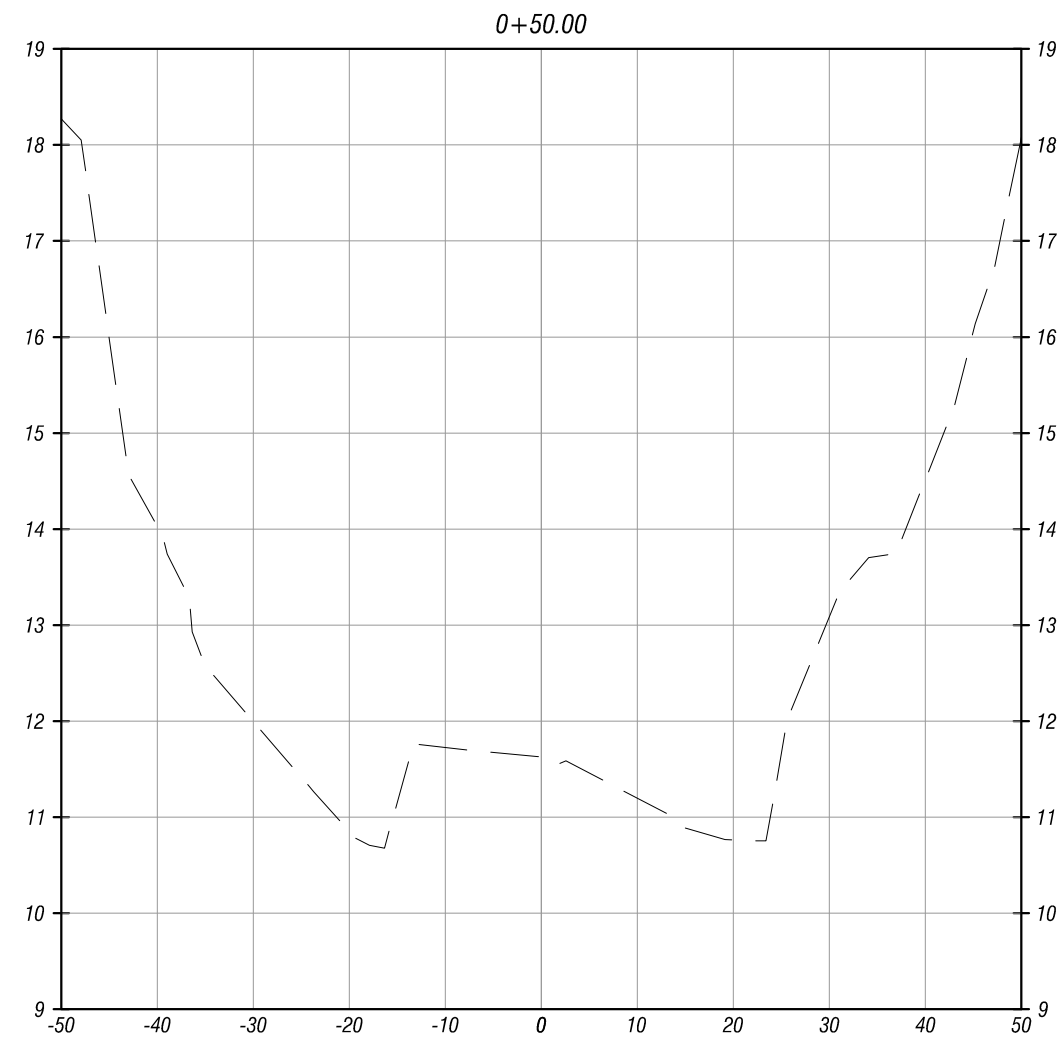


PHASE 11

SCALE	1" = 20'
PROJECT NO.	14-151
SHEET	PH-11
	20 OF 23

PRELIMINARY

2554 19TH STREET SE
 SEASIDE, OREGON 97138
 (503) 399-3828
 www.leiengineering.com



PRELIMINARY

NO.	DATE	REVISION	BY	APP'D

DEVIL'S LAKE DREDGE PLAN
 DEVIL'S LAKE WATER IMPROVEMENT DISTRICT

PREPARED FOR:
 DEVIL'S LAKE WATER IMPROVEMENT DISTRICT

LEI ENGINEERING & SURVEYING
 OF OREGON

CROSS SECTIONS

SCALE: 1" = 20'
 PROJECT NO: 14-151
 SHEET: 22 OF 23

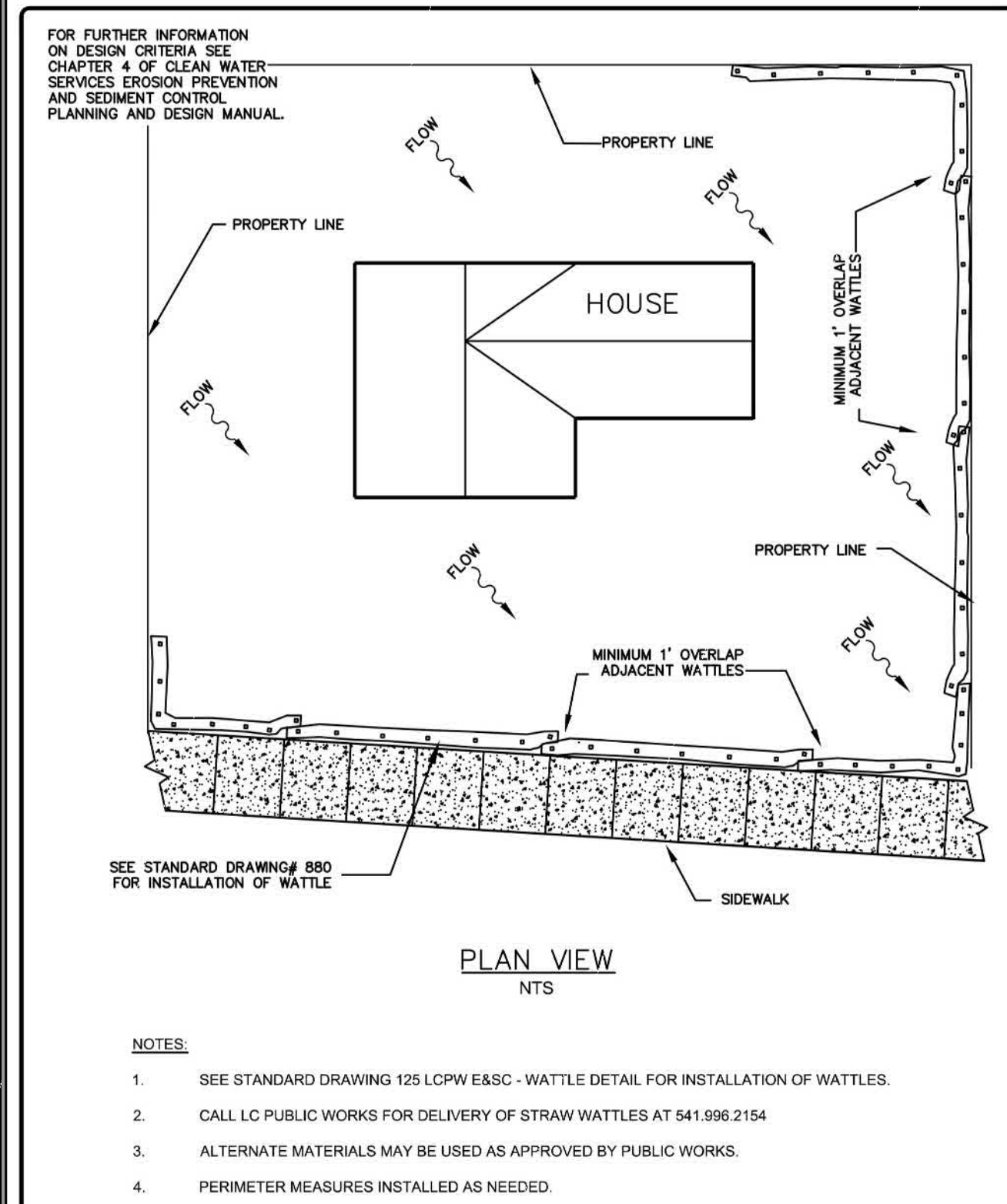
CS-1

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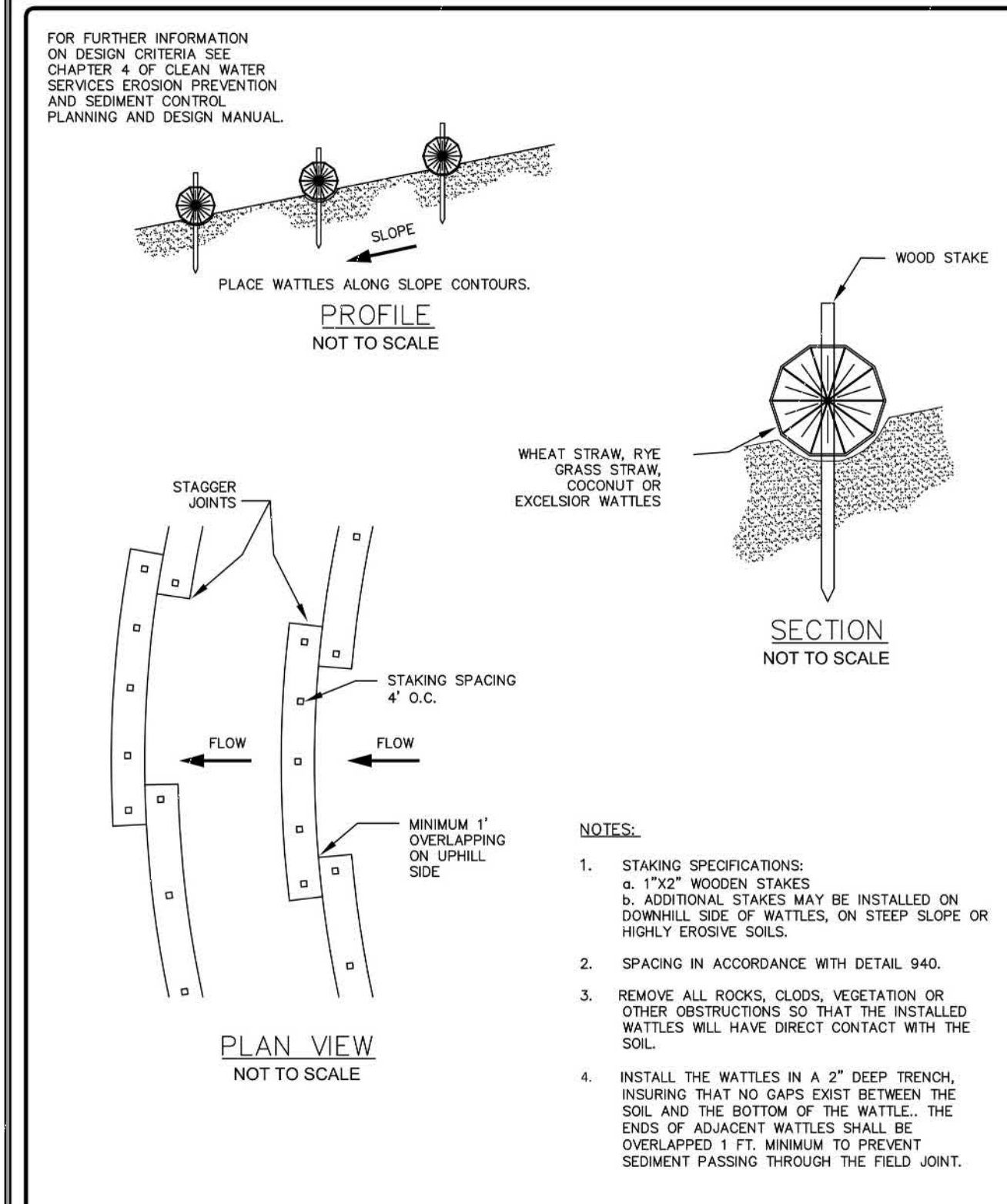
E. OF OREGON (PREPARED) E. OF OREGON (DESIGNED) E. OF OREGON (CHECKED) E. OF OREGON (APPROVED) E. OF OREGON (DATE) E. OF OREGON (SCALE) E. OF OREGON (SHEET) E. OF OREGON (PROJECT) E. OF OREGON (DRAWING) E. OF OREGON (REVISION) E. OF OREGON (BY) E. OF OREGON (DATE)

- NOTES:**
- WHEN RAINFALL AND RUNOFF OCCURS, A KNOWLEDGEABLE AND EXPERIENCED PERSON IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS WHO WORKS FOR THE GENERAL CONTRACTOR MUST PROVIDE DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS.
 - OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT LINCOLN CITY AND STATE, AND FEDERAL REGULATIONS.
 - CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND FROM OCTOBER 1 THROUGH MAY 31ST EACH YEAR.
 - DURING WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORK DAY.
 - ALL EXPOSED SOILS MUST BE COVERED DURING WET WEATHER PERIOD. (SEE DETAIL LCPW E&SC 130, 165) FOR FILL PILE. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT. NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
 - PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPs THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPs MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT. (SEE DETAIL LCPW E&SC - 110, 115, 120, 130, 135, 140, 145) SEDIMENT CONTROLS SUCH AS CHECK DAMS, MATS, WATTLES, SED FENCES MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED. (SEE LCPW DET - 115, 125, 150, 155, 160, 170)
 - ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED, A SURFACE MOUNTED AND ATTACHABLE, U-SHAPED FILTER BAG IS REQUIRED FOR ALL CURB INLET CATCH BASINS. (SEE DETAIL LCPW E&SC - 135, 140, 145)
 - SIGNIFICANT AMOUNTS OF SEDIMENT THAT LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENT OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIME FRAME.
 - SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
 - SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3-RD THE BARRIER HEIGHT AND PRIOR TO THE CONTROL MEASURES REMOVAL.
 - CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
 - ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
 - THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
 - THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE.
 - IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1ST; THE TYPE AND PERCENTAGES OF SEED IN THE MIX ARE AS IDENTIFIED ON THE PLANS OR AS SPECIFIED BY THE DESIGN ENGINEER.
 - WATERTIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPs; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
 - ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
 - THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
 - THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
 - WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
 - IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPs MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.

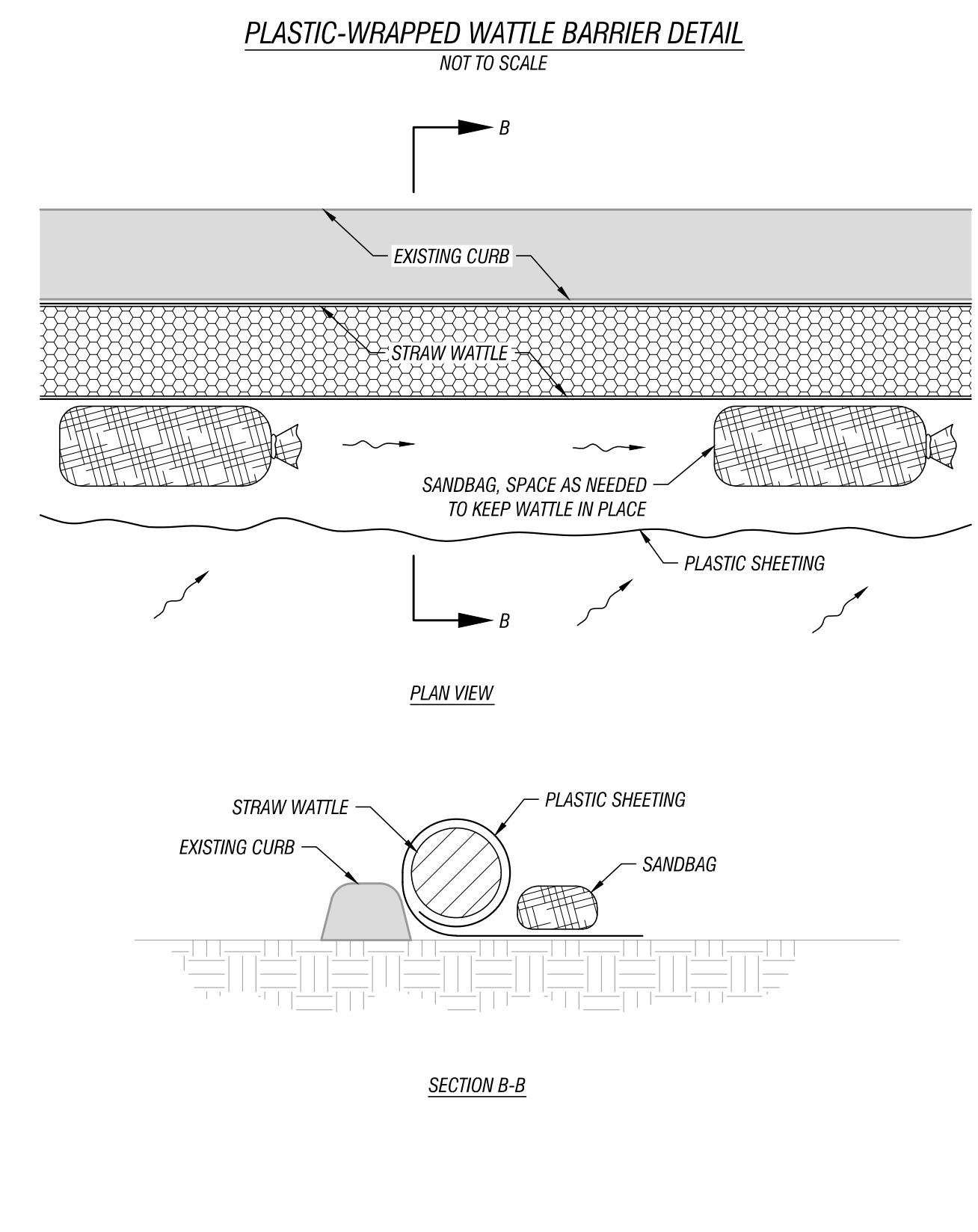
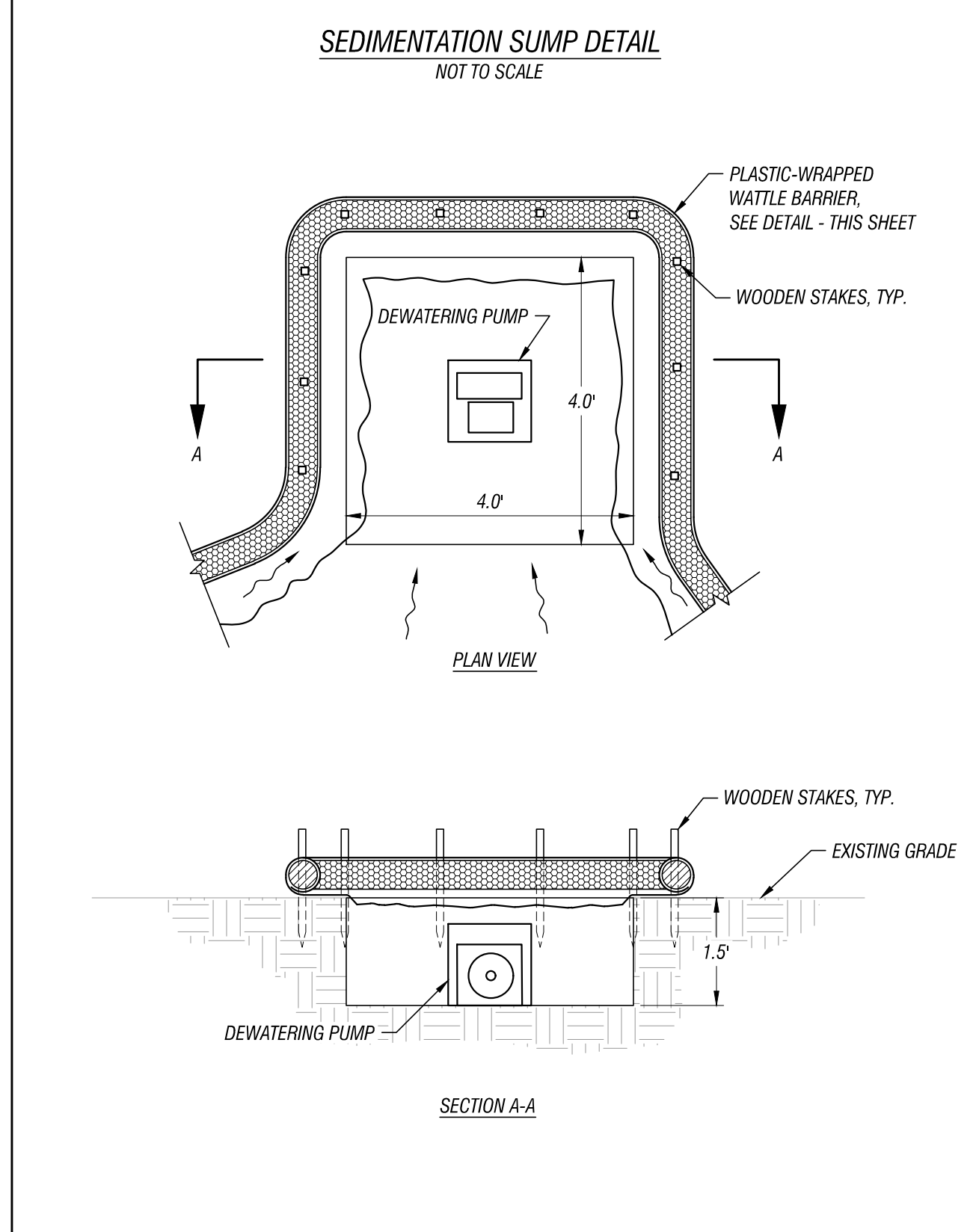
STANDARD EROSION CONTROL NOTES FOR CONSTRUCTION SITES LESS THAN 1 ACRE
 DETAIL: 100 - LCPW E&SC Standard Notes REVISED: APRIL 2019



PERIMETER CONTROL - WATTLES
 DETAIL: 120 LCPW E&SC - PERIMETER CONTROL WATTLES REVISED: APRIL 2019



WATTLE INSTALLATION DETAIL
 DETAIL: 125 LCPW E&SC - WATTLE INSTALLATION REVISED: APRIL 2019



PRELIMINARY

DEVIL'S LAKE DREDGE PLAN
 DEVIL'S LAKE WATER IMPROVEMENT DISTRICT

2564 19TH STREET SE
 Salem, Oregon 97302
 (503) 399-3828
 www.leiengineering.com

LEI ENGINEERING & SURVEYING OF OREGON

DETAILS

SCALE: N/A
 PROJECT NO: 14-151
 SHEET: 23 OF 23

DT-1

Attachment B

PSET No-Test Determination

From: [Holm, James A NWP](#)
To: [Johnson, Brad A NWP](#)
Cc: [McMillan, James M NWP](#)
Subject: PSET Review for Devils Lake/D River/Hostetler Park (NWP-2015-538) - No Test Determination (UNCLASSIFIED)
Date: Friday, January 22, 2016 3:19:21 PM

Classification: UNCLASSIFIED

Caveats: NONE

Good afternoon Brad,

This email correspondence constitutes the Portland Sediment Evaluation Team's (PSET's) final determination regarding Devils Lake Water Improvement District's (District) request to conduct maintenance dredging in lower Devils Lake/upper D River, Lincoln City, Lincoln County, Oregon. The PSET reviewed the District's "D River Maintenance Dredging - Hostetler Park, Level 1: Sediment Evaluation Framework" document, dated December 24, 2015, which was received on December 29, 2015. This determination was made in accordance with the 2009 Sediment Evaluation Framework for the Pacific Northwest (SEF). Please share this email with the District.

PROJECT LOCATION AND DESCRIPTION: The maintenance dredging project is located in the upper section of the D River channel where Devils Lake narrows upstream (east) of State Highway 101. The D River discharges to the Pacific Ocean 120 feet from the project area. The project purpose is to restore flow out of Devils Lake into the D River. This will allow public recreation on the lake by way of improving water quality. Furthermore, restoring flow on the D River will reduce flood risks to landowners. The 0.75-acre dredge area is upstream of the Highway 101 bridge and it is 300' long by 75' to 175' wide and 6" to 3' deep (see Figure 2). The estimated volume is 2,000 CY. The dredging method is an excavator with placement into dump trucks for transport to an upland parcel (see Figure 3). The estimated dredging frequency is 2 to 3 times per 10 years.

SITE DESCRIPTION AND HISTORY: This part of the coast is subject to strong Pacific storms and the attendant waves, tides, and currents. During large ocean storm events, ocean waters deposit sand, small cobbles, and logs in the D River and lower part of Devils Lake, resulting in annual deposits of ocean sands in the project area. The deposition of ocean sand can block outflow and result in higher water levels in Devils Lake which in turn increase the likelihood of local flooding. A cement impoundment and sill structure, at elevation +8' MSL, is 25' upstream (east) of the bridge and it impedes flow and sand dispersal downstream. Wood flash boards are used in the structure to elevate the lake's elevation to +9.51' MSL from April to October for water recreation.

The site has historically been dredged since the 1940s, including the use of fire hoses to mobilize sediments from the channel and land-based excavators. The project area was last dredging in 1998.

Devils Lake is a 303d-listed water body for chlorophyll a, pH, and harmful algae blooms/vegetation, primarily due to high nutrient loads resulting in eutrophication of the lake waters. An underground sewer line is buried under the dredge area. The adjacent upland and upstream land uses include public recreation, residential, commercial, and urban development. However, sediment in the project area is dominated by ocean-deposited sands. Any contaminants from upstream commercial and residential developments would be transported out of the D River and into nearshore currents by stream flow and wave action. Contaminants are unlikely to be resident in project area sediments.

Downstream (west) of the Highway 101, the Corps issued a permit (NWP-2008-728) in 2011 (expired 2015, new City application pending) to the City of Lincoln City (City) to repeatedly dredge 200 CY of sediments in a 200' by 10' area to a depth of 2'. The City's sediments would be removed by backhoe and side cast on the beach. This lower reach is downstream of the District's project area, separated by the Highway 101 bridge. On 10 December 2015, the PSET issued a No Test determination for the City's pending dredging permit (NWP-2008-728).

NO-TEST DISCUSSION: In accordance with Section 404 of the Clean Water Act (40 CFR 230.60) and the 2009 Sediment Evaluation Framework for the Pacific Northwest (SEF), projects may be excluded from chemical testing if the following condition is met:

1. Project sediments are most likely not a carrier of contaminants if they are composed primarily of sand, gravel, or other naturally occurring inert material and if sediments are found in areas of high current or wave energy.

The material to be dredged from the lower Devils Lake and upper D-River is composed of wave-worked, ocean-derived, coarse sands (see Plates 3-5) and it is not likely a carrier of contaminants.

DETERMINATION: Based on the Level 1 documentation, the PSET has determined that sediment testing is not necessary for the District's Devils Lake dredging project. Sediments are suitable for unconfined, aquatic placement without additional testing. No additional physical, chemical, or biological characterization is required.

PROJECT RANK AND RECENCY OF DATA: The PSET has assigned a "very low" management area rank to the project area. This "no-test" determination is valid through January 2026, unless site conditions or the proposed project change. If new information pertaining to Chemicals of Concerns are identified, then additional project coordination with the PSET may be necessary to re-verify this no-test determination.

CONTACT: If you have questions regarding this PSET determination, please email or call me.

Best Regards,
James

James A. Holm
Sediment Quality Biologist - PSET
U.S. Army Corps of Engineers - Portland District
503-808-4963
james.a.holm@usace.army.mil

Sharing Science Websites: <http://nsidc.org/cryosphere/snow/index.html> - Snow Science! (NSDIC)

Classification: UNCLASSIFIED

Caveats: NONE

**REQUEST FOR PROPOSAL
APPENDIX B**

**DEVILS LAKE WATER IMPROVEMENT DISTRICT
DREDGING CONTRACT**

This Contract is by and between the DEVILS LAKE WATER IMPROVEMENT DISTRICT (“District”) and _____ (“Contractor”) for the performance of dredging services for District.

A. RECITALS

District is in need of retaining the services of a qualified contractor to dredge up to 2,000 cubic yards of accumulated sediment from the lower (west) end of Devils Lake in Lincoln City, Oregon to improve natural flows through the area, maintain flood control and debris accumulation, and restore safe navigation and recreational uses to the west (lower) end of the lake adjacent to Hostetler Park (“Project”).

On _____, 2026, the District awarded this Contract to _____, based upon its proposal dated _____, 2026.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Public Contracting Code Requirements
- Exhibit B – District’s Request for Proposals for Dredging Services
- Exhibit C – Contractor’s Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its Exhibits, the terms of this Contract shall prevail, followed by Exhibit A, then Exhibits B and C, in that order.

C. CONTRACT

1. Term

This Contract shall commence upon execution, and continue through final completion of the Project, but no later than September 15, 2026.

2. Scope of Work

Contractor shall provide all services and deliver all materials as specified in the attached Exhibits, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

- 3.1 Compensation. Contractor will be paid by District on a time and materials basis, for work actually completed and invoiced as described in this section. Contractor shall complete its scope of work as defined in Exhibit B for up to a total not to exceed amount, including reimbursable expenses, of _____ (\$_____). This maximum contract amount shall function as a limit on District contract payments. Contractor will not be entitled to receive as payment from District the difference between amounts invoiced for work completed and the maximum Contract amount provided in this section, if any.
- 3.2 Invoices. Payments shall be based upon monthly invoices which Contractor shall submit to the District, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, Contractor will provide the District representative with documents, records, and draft plans evidencing the progress made on the Project to date. Contractor shall send invoices to District's representative at District's address set forth in Section 5. In the event of non-payment due to a fee dispute between the parties, Contractor shall continue to provide Contract services to District.
- 3.3 Reimbursable Expenses. Reimbursable expenses shall be itemized and include expenses reasonably incurred in the interest of the Project for: 1) Long distance communications; 2) Reproductions, presentations and work session handouts or other materials; 3) Postage and handling of documents; 4) Travel expenses; and 5) Expense of overtime work requiring higher than regular rates, if authorized by District.

4. Contractor Is an Independent Contractor

Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While District reserves the right to set various schedules and evaluate the quality of Contractor's completed work, District cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing work. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under the Contract and will not have any amounts withheld by District to cover Contractor's tax obligations. Contractor is not eligible for any District fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

District: _____
 Devils Lake Water Improvement District

Contractor:

6. Indemnification

Contractor shall indemnify, hold harmless, and defend District and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Contractor’s negligent performance and/or fault of Contractor, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Contractor, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Contractor shall defend District from claims covered under this section at Contractor’s sole cost and expense until such time: (1) as an arbitration panel or a court of competent jurisdiction determines that District is liable in whole or in part for the loss or claim caused by District’s negligence; or (2) until District and Contractor mutually agree to allocate the liability.

Contractor’s indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Insurance Requirements

7.1 During the term of this Contract, Contractor shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance on Insurance Services Office (ISO) occurrence form CG 00 01, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

- \$2,000,000 – each occurrence (bodily injury)
- \$4,000,000 – general aggregate
- \$2,000,000 – automobile
- \$1,000,000 – property damage, contractual, etc.
- \$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
 - c. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(c) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that District, its officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance District may carry on its own.
- 7.5 District shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the District's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies with a rating acceptable to the District and that are qualified to do business in the State of Oregon.
- 7.7 Contractor shall furnish District with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by District, Contractor shall furnish District with executed copies of such policies of insurance. Contractor shall furnish District with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Contractor warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify District for any liability incurred by District as a result of Contractor's breach of the warranty under this paragraph.

9. Hours of Employment

Contractor shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Contractor may not assign any of its responsibilities under this Contract without District's prior written consent, which consent may be withheld in District's sole discretion. Contractor may not subcontract for performance of any of its responsibilities under this Contract without District's prior written consent, which consent shall not be unreasonably withheld. Contractor's assigning or subcontracting of any of its responsibilities under the Contract without District's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Contractor shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to District other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Contractor and compensated by District pursuant to this Contract shall be the property of District upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to District all rights of reproduction and the copyright to all such documents. However, in the event District reuses or modifies any materials furnished to District by Contractor, without Contractor's involvement or consent, then Contractor shall not be responsible for the materials.

13. Termination or Suspension for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of District by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) District has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

14. Termination or Suspension for Cause

District may terminate or suspend this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:

- 14.1 If District funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 14.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

If the District fails to perform in the manner called for in this Contract or if the District fails to comply with any other provisions of the Contract, the Contractor may terminate this Contract for default after giving the District the notice and opportunity to cure required by this paragraph. Prior to termination for default, Contractor must give the District written notice of the breach and of the Contractor's intent to terminate. If District has not entirely cured the breach within fifteen (15) days of the date of the notice, then Contractor may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, District may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that the District determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, the District retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Contractor agrees to remain contractually obligated to perform the

Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract until _____. If the Contract is reactivated and Contractor is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Contractor and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under paragraph 15 by District due to a breach by Contractor, District may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 16.5 District shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by District, Contractor shall immediately cease all activities related to the services and work under this Contract. As directed by District, Contractor shall, upon termination, deliver to District all then existing work product that, if the Contract had been completed, would be required to be delivered to District.

17. Nondiscrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between District and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of District's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) 659A.142 (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District's performance under this Contract is conditioned upon Contractor's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Contractor, its subconsultants, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

20. Experience, Capabilities, and Resources

By execution of this Contract, Contractor agrees that:

- 20.1 Contractor is an experienced construction firm having the skill, legal capability, and ability necessary to perform all the services required under this Contract and to administer any work within the scope and complexity contemplated by this Contract.
- 20.2 Contractor has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 Contractor is familiar with all current laws, rules, and regulations which are applicable to the construction of work which may fall within the scope of this Contract, and that all work performed by Contractor shall be performed in accordance with the standard of care of other construction contractors performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Contract Performance

Contractor shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Contractor shall not be liable for delays that are beyond Contractor's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Contractor's warranties or a default or defect in performance by Contractor that has not been cured. Contractor agrees that time is of the essence under this Contract.

22. Access to Records

For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these

records to District, and its duly authorized representatives in preparation for and during litigation.

23. Representations and Warranties

23.1 Contractor represents and warrants to District that:

23.1.1 Contractor has the power and authority to enter into and perform this Contract;

23.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

23.1.3 Contractor shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

23.1.4 The services under this Contract shall be performed in accordance with the skill, care, and standards of other contractors performing similar services under similar conditions.

23.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

24. District Obligations

24.1 District shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, District shall furnish to Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for Contractor to evaluate, give notice of, or enforce lien.

24.2 District shall establish and update, if necessary, overall project budget.

24.3 District shall furnish the services of consultants, including geotechnical architects/engineers, when such services are requested by Contractor, reasonably required by the scope of a project, and agreed to by District.

24.4 District shall furnish all testing as required by law or the Contract documents.

24.5 District shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the District's needs and interests, after Contractor has performed requisite project management and oversight duties.

24.6 District shall provide prompt written notice to Contractor if District becomes aware of any fault or defect in a project, including any errors, omissions, or inconsistencies in Contractor's performance under the Contract.

- 24.7 District shall pay Contractor in accordance with paragraph 3 and Exhibit C of this Contract, upon receipt of Contractor's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 24.8 District shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 24.9 District shall guarantee access to, and make all provisions for Contractor to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.
- 24.10 Extra work or work on contingency tasks is not permitted unless authorized by the District in writing. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

25. Arbitration

- 25.1 All claims, disputes, and other matters in question between the District and Contractor arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in District's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration. The District shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.
- 25.2 A claim by Contractor arising out of, or relating to this Contract must be made in writing and delivered to the District not less than thirty (30) days after the date of the occurrence giving rise to the claim. Failure to file a claim with the District within thirty (30) days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the District will be considered by the District and a written decision approving or denying the claim within a reasonable amount of time. If the claim is denied by the District, Contractor may file a written request for arbitration with the District. No demand for arbitration shall be effective until the District has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the District has rendered a written decision on the underlying claim. The failure to demand arbitration within said thirty (30) days shall result in the District's decision being binding upon the District and Contractor.
- 25.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the thirty (30)-day period specified above. The District, if not the party demanding arbitration, has the option of

allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Contractor to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by Contractor pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This paragraph applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

27. Attorney Fees

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the applicable costs and disbursements. Further, if it becomes necessary for District to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Contractor agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

28. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

29. Limitation of Liabilities

District shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Contractor shall not be liable for any consequential damages under this Contract.

30. Foreign Contractor

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to District to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

31. Confidentiality

Contractor shall maintain the confidentiality of any of District's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from District's and/or Contractor's subconsultants to maintain the confidentiality of information of District.

32. Force Majeure

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

33. Waivers

No waiver by District of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. District's consent to or approval of any act by Contractor requiring District's consent or approval shall not be deemed to render unnecessary the obtaining of District's consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

34. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

35. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

36. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

37. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

38. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Contractor certifies under penalty of perjury that Contractor is, to the best of Contractor's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

DEVILS LAKE IMPROVEMENT DISTRICT

CONTRACTOR

By: _____
[Name], [Title]

By: _____
Authorized Signature

Title: _____

Date: _____

Date: _____

Exhibit A

PUBLIC CONTRACTING CODE REQUIREMENTS

For ORS 279C Public Improvement Contract Over \$50,000

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the prime contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within 30 days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to the Contracting Agency that an employee drug-testing program is in place within 10 days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Contracting Agency may pay such

claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the Contracting Agency is unable to determine the validity of any claim for labor or material furnished, the Contracting Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the Contracting Agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30%. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. ORS 279C.527 (Green Energy Technology): Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
11. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
12. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5)

consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is 4 consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

13. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
14. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
 - (a) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The October 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publications can be reviewed electronically at:
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>
and are hereby incorporated as part of the contract documents.
 - (b) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - (c) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - (d) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days' written notice to the contractor or

subcontractor, to the board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for work performed on contracts entered into before the cancellation. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
- (b) Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.

16. As may be required by ORS 279C.845, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the Contracting Agency in writing.

- (a) If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the Contracting Agency statement as required by ORS 279C.845. The Contracting Agency shall pay the contractor the amount retained within 14 days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Contracting Agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
- (b) The contractor shall retain 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.

17. All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
19. The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
20. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, minority-owned or women-owned businesses, or emerging small businesses or a disadvantaged business enterprise in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a service-disabled veteran as defined in ORS 408.225. ORS 279A.110.
21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
22. As may be applicable, Contractor certifies that all subcontractors performing construction work under this contract will be registered and in good standing with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the subcontractors commence work under this contract.
23. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
25. Pursuant to Contracting Agency Public Contracting Rule 137-049-0880, the Contracting Agency may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Contracting Agency has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of

- Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Federal Highway Administration
- Homeland Security, Department of
 - Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- District Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

27. The following notice is applicable to Work involving excavation. “ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.”

Exhibit B

District's Request for Proposals

Exhibit C

Contractor's Proposal and Schedule of Rates and Charges