

Contractor's Bid Package
FOR
Simcoe Springs Restoration Project



January 2, 2024

Prepared By:

Yakama Nation Fisheries - Klickitat Field Office
P.O. Box 215
Klickitat, WA 98628
Phone: 509-369-3567
E-mail: phayden@ykfp.org

Critical Dates:

Question Submission Deadline:	February 9, 2024 – 17:00 pm
Bid Submission Deadline:	February 20, 2024 – 12:00 pm
Tentative Award Selection:	March 1, 2024
Project Initiation (est):	May 1, 2024
Project Completion (est):	June 30, 2024

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ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that hardcopy bid proposals will be received by:

Yakama Nation Fisheries

Attn: Justine Chumley

RE: Simcoe Springs Project

PO Box 151

Toppenish, WA 98948

In addition to hardcopy send an electronic copy to Patrick Hayden phayden@ykfp.org

UNTIL:

12:00 P.M. Pacific Daylight Time on February 20, 2024

No proposals will be accepted after the above-stated time. Immediately following the above stated time, all firms who submit a proposal will receive email verification, and a summary of bid results.

I - GENERAL DESCRIPTION

The **YAKAMA NATION, OWNER**, is soliciting bids for construction activities associated with upgrading two springs for agricultural use, fencing a wildlife meadow, and removing remnant infrastructure. The project is intended to benefit the overall water quality in Rock Creek basin and provide meadow protection and restoration to support biological diversity at both sites for all fish and wildlife species.

The two headwater springs are located in upper Quartz Creek, a tributary of Rock Creek in Klickitat County, Washington (45. 974974, -120.482037). These sites will conserve and enhance quantity and quality of water, meadow protection and rehabilitation, and support biological diversity. This project will enhance the water quality and water quantity of one of the headwater tributary streams that support Middle Columbia Steelhead Distinct Population Segments in the subbasin. Oncorhynchus mykiss (O. mykiss) critical habitat has been identified by NOAA in the subbasin and there is a recovery plan in place for the subbasin. Spring and meadow restoration within the subbasin has been identified in the recovery plan as a key restoration action to benefit the O. mykiss population. Spring restoration includes relocating two spring fed water troughs out of the spring outlet and riparian areas to new locations more suitable to cattle use. . Meadow restoration includes fencing cattle out of the meadow and spring outlet and planting native plants in the riparian corridor adjacent to the meadow.

II - PROJECT BACKGROUND

Spring and meadow enhancement and restoration has been identified in the Lower Mid-Columbia Mainstem including Rock Creek Subbasin Plan and the Recovery Plan for the Rock Creek Population of the Middle Columbia River Steelhead Distinct Population Segment to assist in restoring the historical hydrologic regime and improving the groundwater storage capacity in upper Quartz Creek. Spring and meadow enhancement will promote retention of cold water inputs in the headwaters of the

subbasin which will be of benefit to *O. mykiss* utilizing stream reaches downstream for spawning and rearing..

In 2017, the Washington Department of Fish and Wildlife (WDFW) purchased the lands in the headwaters of Rock Creek (~2240 acres) from a private Timber company. For the last 100+ years the primary land use activities have been logging and grazing. Now the lands have been recently changed from private to 'open and unclaimed lands' and the WDFW has a Tribal co-management obligation with Yakama Nation. The headwaters of Rock Creek are critical to the entire subbasin and sustaining a viable population of steelhead in Rock Creek. This will be the first restoration project in the headwaters of Rock Creek and will lead the way to additional restoration projects in the headwaters to assist in retaining cold water refugia for all salmonids downstream of the restoration site.

Project Goals

The goal is to restore headwater habitat and enhance quantity and quality of water for ESA-listed Mid-Columbia Steelhead in Rock Creek, along with meadow protection and rehabilitation for all fish and wildlife species. The desired future conditions are a bovine-free resilient meadow, low-impact watering sites, restored upland meadow, improved riparian cover, and provide habitat for a diverse selection of species.

Two springs, Milk Ranch Spring and Simcoe Spring (Worksite #1 & Worksite #2 respectively), will be restored in the headwaters of the Rock Creek watershed which will benefit overall water quality and provide meadow protection and restoration to support biological diversity at both sites for fish and wildlife. This project will enhance water quality and quantity of one the headwater tributary streams that support Middle Columbia Steelhead Distinct Population Segments in the subbasin. *Oncorhynchus mykiss* (*O. mykiss*) critical habitat has been identified by NOAA in the subbasin and there is a recovery plan in place for the subbasin. Spring and meadow restoration within the subbasin has been identified in the recovery plan as a key restoration action to benefit the *O. mykiss* population.

Project Objectives

- Worksite #1: Relocate a spring fed water trough away from the spring outlet and out of the immediate meadow location.
- Reduce grazing impacts to Worksite #1 meadow by installing a wildlife friendly 4-strand barb-wire fence (~750 ft).
- Worksite #2: Replace exist trough with new, upgraded piping from spring, and reroute outflow to ephemeral channel.
- Install locked vault over existing spring box access at Worksite #1.
- Remove and dispose of debris at both worksites, including: old water troughs, holding tank, and PVC piping.

III - CONTRACT OVERVIEW

To achieve spring protection and restoration in the Rock Creek subbasin, 2 spring sites will be rebuilt and fencing will be installed. The contractor will purchase and mobilize identified equipment (Section VII) to the site, prepare site, remove existing stock tanks & debris, prepare new stock tank locations, plumb supply line from spring box or existing pipe, plumb overflow and outlet pipe to designated area, harden outlet area to prevent scour.

The contract will consist of three main components:

- 1. Remove existing troughs and debris associated with previous structures and properly dispose of.**
 - a. Worksite #1:
 - i. Large tire trough and exposed piping.
 - b. Worksite #2:
 - i. Three (3) galvanized troughs, 6' diameter.
 - ii. One (1) large holding tank, ~18'x 8' x 8'
 - iii. One (1) poly trough, 6' diameter
 - iv. Piping, PVC and metal.
- 2. Install new trough and piping.**
 - a. Worksite #1:
 - i. New supply pipe connected to existing pipeline on southeast side of road and trenched ~150' to trough.
 1. Piping to be placed below the frost line (18").
 - ii. New trough installed, with functional supply, overflow, and outlet piping.
 1. Circular trough dimensions: 6' x 24" or 8' x 24"
 2. Specifications on Figure 9.
 - iii. New outlet pipe installed, trenched ~90' to meadow.
 - iv. Hardened outlet, 3 ft² area with ~6" diameter rock.
 - v. Locked vault installed over existing spring box access.
 - b. Worksite #2:
 - i. New supply pipe connected to existing pipeline, excavate ~10 north to connect.
 1. Piping to be placed below the frost line (18").
 - ii. New trough installed, with functional supply and overflow/outlet piping.
 1. Circular trough dimensions: 6' x 24" or 8' x 24"
 2. Specifications on Figure 9.
 - iii. New outlet pipe installed, outlet pipe trenched ~ 30' south and ~115' east to existing ephemeral channel
 - iv. Hardened outlet, 3 ft² area with ~6" diameter rock.
- 3. Install 4-wire fencing:**
 - a. Worksite #1:

- i. ~750' of wildlife friendly 4-strand barb-wire fence to be installed around the meadow and tied into existing fence.
 1. Install indicators and bottom smooth wire

Additional contract items include: mobilization of equipment, purchase and delivery of supplies, site preparation, hauling and disposal of debris.

Additional information can be found in Appendix A & B – Map, photos and specifications.

Awarding of the contract shall be based on a combination of price, equipment specified, project proposal and **CONTRACTOR** experience and background. The **OWNER** shall have the **SOLE** discretion and responsibility for choosing the responsive and responsible **CONTRACTOR**.

IV - CONTRACTORS' RESPONSIBILITIES

The **CONTRACTOR** shall be responsible for performing their work in a timely, professional manner, shall abide by all applicable tribal, state, county and federal rules that govern this project, and shall implement all required permit conditions, see Appendix F. The **CONTRACTOR** shall provide survey control for the project, the **OWNER** will stakeout the project, but the **CONTRACTOR** will need to survey structure locations and elevations.

The **CONTRACTOR** is **solely responsible** for maintaining safe working conditions near his/her equipment and for the safe operation of his/her equipment. If at any time the **CONTRACTOR** or his/her operators determine that instructions given by the **OWNER** would create a potentially unsafe working condition or would jeopardize the equipment, the **OWNER** shall be **immediately** notified of the problem. The **OWNER** will then work with the **CONTRACTOR** to find an acceptable alternative method to complete the required task.

The **CONTRACTOR** shall assume full financial and legal responsibility for any damage caused by their machinery and/or crews including but not limited to the following:

- 1- Any equipment becoming stuck due to unstable ground or operator error.
- 2- Any equipment that is damaged due to unstable ground or operator error.
- 3- Any environmental damage due to hydraulic, lubricant or coolant leaks.
- 4- Any damage outside the project area to culverts, bridges, paved roads or other property caused during operations.

Payment

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified. Payment will be made in accordance with Section XII.

V - CONSTRUCTION OVERSIGHT

The **OWNER** shall be available during all construction activities to provide the **CONTRACTOR** with information as required to carry out the **CONTRACT**. The **CONTRACTOR** shall provide survey control for the project, the **OWNER** will stakeout the project, but the **CONTRACTOR** will need to survey structure locations and elevations. Prior to backfill and concrete, the **OWNER** will inspect all plumbing.

Except as noted in SECTION VI - ACCESS, the **OWNER** shall have full authority to direct **ALL** work. The **OWNER** must pre-approve any deviation from specifications or instructions.

VI – SPECIFICATIONS

The **CONTRACTOR** shall propose the major pieces of equipment that are required to complete the work specified. Work could be accomplished via some combination of back-hoe, mini-excavator, dump truck, and/or crane. The **CONTRACTOR** is responsible for assessing all other equipment needs and supplying such equipment.

The **CONTRACTOR** is responsible for providing operators experienced in the handling and placement of bridge structures, wood installations, detailed grading, all labor, fuel and lubricants needed for the job.

See EXHIBIT A & B for additional detail.

Industrial Fire Precaution Level (IFPL)

Work shall be conducted in accordance with the current IFPL level. The IFPL of this project is Zone 609E. Current IFPL level shall be determined by calling 1-800-527-3305 and/or visiting the following website: <https://www.dnr.wa.gov/ifpl>

Contractor shall provide a filled fire suppression water trailer and hand tools for extinguishing any construction related ignitions.

VII - ACCESS

Prior to initiating work the **CONTRACTOR** and the **OWNER** shall review all access routes within the project site. Once the **CONTRACTOR** approves the access routes, he/she shall thereafter be **SOLELY** responsible for material delivery, access route preparation and restoration of the access routes. See Section IV – **CONTRACTORS' RESPONSIBILITY** for further requirements.

VIII - CONSTRUCTION SCHEDULE

The work shall be initiated within a week of the contract being in place and the **OWNER** issues a notice to proceed. It is anticipated that work will begin no later than May 1, 2024 and be completed by June 30, 2024. Weather permitting access, work may begin earlier.

The **CONTRACTOR** has two weeks from the date when the notice to proceed is received to mobilize and commence work.

IX - INSURANCE

EACH CONTRACTOR shall maintain insurance coverage at their cost from insurers and shall furnish certificates of insurance or self-insurance approved by the **OWNER**, giving evidence of such coverage to the **OWNER**, which satisfies the requirements as set forth in **APPENDIX D**.

X - BID SCHEDULE & SELECTION

SELECTION PROCESS

YKFP will award the Project contract to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Provided that if there are multiple responsive low bids from responsible bidders, YKFP will give preference to and select the low bid received from:

- (1) A 100% Yakama owned business; or if there are no such bidders, then
- (2) A certified Indian owned business that is at least 51% Indian-owned; or if there are no such bidders, then
- (3) A non-Indian owned business.

Contract award shall be made to the qualified bidder (See conditions above) based on the lowest **responsive** and responsible bid for the **BID SCHEDULE**.

BIDDERS who wish to discuss the site in greater detail can contact YKFP staff (Patrick Hayden (509-945-2325, phayden@ykfp.org)). Relevant information discussed will be shared with all perspective BIDDERS.

Bids shall be considered **NON-RESPONSIVE** if they fail to provide satisfactory completeness of information requested in the Bid Schedule (Section XIII).

- I. Qualified Contractor Bids on the Bid Schedule shall be received in hand no later than 12:00 P.M. Pacific Daylight Time on February 20, 2024. Hardcopy proposal may be mailed to:

Yakama Nation Fisheries
Attn: Justine Chumley
RE: Simcoe Springs Project
PO Box 151
Toppenish, WA 98948

In addition to hardcopy send an electronic copy to Patrick Hayden, phayden@ykfp.org

- II. Immediately following the above stated time, all firms who submit a proposal will receive email verification, and a summary of bid results.
- III. Bid awards for the Bid Schedule shall be made no later than March 8, 2024.

PROSPECTIVE CONTRACTOR INQUIRIES

Prospective Contractors may request clarification concerning information contained in this **CONTRACTORS BID PACKAGE** by submitting a written statement or question to the **OWNER** via E-mail (phayden@ykfp.org) no later than **12:00 P.M. Pacific Daylight Time, February 9, 2024**. The statement/question shall be answered in writing by the **OWNER** no later than **1:00 P.M. Pacific Daylight Time, February 13, 2024**. The **OWNER'S** response shall become an **ADDENDA** to this **BID PACKAGE** and also shall be sent by E-mail to all contractors of record that have requested a copy of this **CONTRACTOR'S BID PACKAGE**.

(Note: Prospective Contractors must provide their E-mail addresses to receive subsequent responses. Failure to receive any such **ADDENDA(S)** shall not relieve such Bidder of fulfilling the modifications contained therein). The Bidder shall be responsible to ascertain prior to submittal of a Bid Proposal that all addenda issued have been received, and are acknowledged on the Bid Schedule.

XI - ADDITIONAL CONDITIONS

In addition to all of the requirements stated herein, and the conditions contained in appendices, **EACH PROPOSED BID** shall also be governed by the additional conditions listed in **APPENDIX E**.

Davis Bacon wage provisions and the Tribal Employment Rights Ordinance apply to this contract.

XII - PAYMENT

Compensation for services shall be provided by the **OWNER** to the **CONTRACTOR** based on a combination of **LUMP-SUM and TIME** basis as specified in Section XIII.

Each day's work hours for each machine and labor crew shall be tallied at the end of **EACH** work day and submitted to the **OWNER'S REPRESENTATIVE** or **OWNER** for verification before the next work day commences. Bills may be submitted for payment bi-weekly or monthly. Payment processing shall be initiated once the **OWNER'S REPRESENTATIVE** or **OWNER** has verified that such work has occurred.

Bills may be submitted for payment once the **OWNER** has verified completion. Invoice for work completed in June 2024 shall be submitted to the **OWNER** no later than **6/30/2024** to facilitate YN fiscal year-end reporting.

Ten percent (10%) of the amount billed shall be retained until a **FINAL RELEASE** has been signed by the **CONTRACTOR** and delivered to the **OWNER** and all reclamation/restoration has been completed as outlined above.

XIII - BID SCHEDULE

REFERENCES – list references of individuals with whom you’ve contracted to perform comparable work in the past

1) Name: _____
Organization: _____
Phone Number: _____
Nature of work: _____

2) Name: _____
Organization: _____
Phone Number: _____
Nature of work: _____

MACHINERY – list proposed machinery and equipment to be used:

Machine #1

List the make & model _____

Machine #2

List the make & model _____

Machine #3

List the make & model _____

Machine #4

List the make & model _____

PROPOSAL - briefly describe project approach:

Handwriting practice lines consisting of multiple horizontal lines. The first section contains 6 lines, with the first line being a solid black line and the subsequent 5 lines being dashed. The second section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The third section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The fourth section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The fifth section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The sixth section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The seventh section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The eighth section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The ninth section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed. The tenth section contains 10 lines, with the first line being a solid black line and the subsequent 9 lines being dashed.

Pay Item	Activity	Measure	Unit	Total
Mobilization & Demobilization	Mobilization and demobilization of all necessary equipment & Supplies	LS	1	
Removal of debris	Removal and proper disposal of storage tank, 5 old troughs, and old piping	LS	1	
Excavation	Excavation to expose spring inlet pipes, trenching new inlet/outlet piping routes, back filling disturbed areas, install hardened outlet	LS	1	
New Supplies for Watering Sites	Troughs (3) & Piping supplies	LS	1	
Weed Control	remove/treat invasive plant species prior to construction	Hourly	4	
Site Rehabilitation	reconture disturbed areas to resemble preconstruction status	LS	1	
Worksite #1 Fencing	~750' 4-strand wildlife friendly fencing (Labor & Materials)	LS	1	
Optional Bid Items				
Miscellaneous Construction	Allows for additional time and materials compensation.	Hourly	20	
TOTAL				

The **OWNER** has the option to accept the **CONTRACTOR'S** bid for optional items or to complete those items via separate means.

All prices bid herein shall remain in effect through 9/30/2024.

CONTRACTOR shall be required to comply with the requirements as stated in the attached CONTRACTOR'S BID PACKAGE.

CONTRACTOR: _____

ADDRESS: _____

LICENSE NUMBER: _____

BY: _____

(Signature and Title)

DATE: _____

Phone No. _____ FAX No. _____ E-mail _____

APPENDIX A

MAPS/PHOTOS



Figure 1. Old storage tank and trough at Worksite #2.



Figure 2. Old trough at Worksite #2.



Figure 3. Old trough at Worksite #2.



Figure 4. Old trough and spring location at Worksite #2.



Figure 5. Existing spring box at Worksite #1.

Worksite #1, Milk Ranch Spring



Project Components:

- Connect to existing supply pipeline on southeast side of road
- Install new trough supply pipe (~150 ft) and new spring overflow pipe (~90 ft)
- Install new trough and remove old trough
- Install 4 strand fence (3 barbed, 1 smooth) around meadow, tie into new existing fence on North side of meadow (~750 total length)

Figure 6. Worksite #1 project overview.

Worksite #2, Simcoe Spring



Project Components:

- Connect to existing supply pipeline & install new supply pipeline to new troughs
- Install two new troughs
- Remove 3 existing 6 ft diameter circular troughs, ~150 ft of broken 1.5" PVC pipe, and metal tank (18 ft L x 8 ft W x 7 ft H)

Figure 7. Worksite #2 project overview.

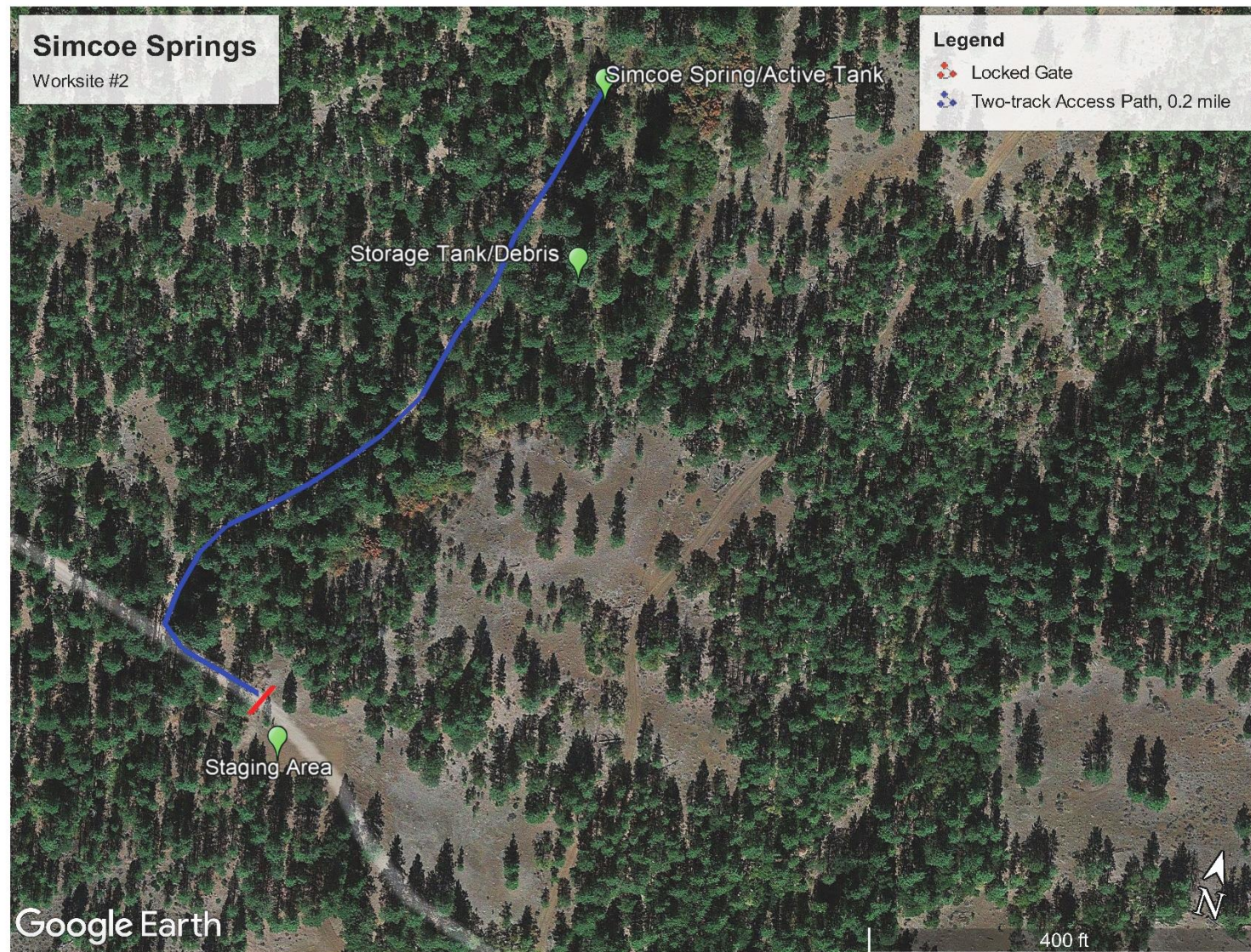


Figure 8. Worksite #2 overview map.

APPENDIX B

SPECIFICATIONS

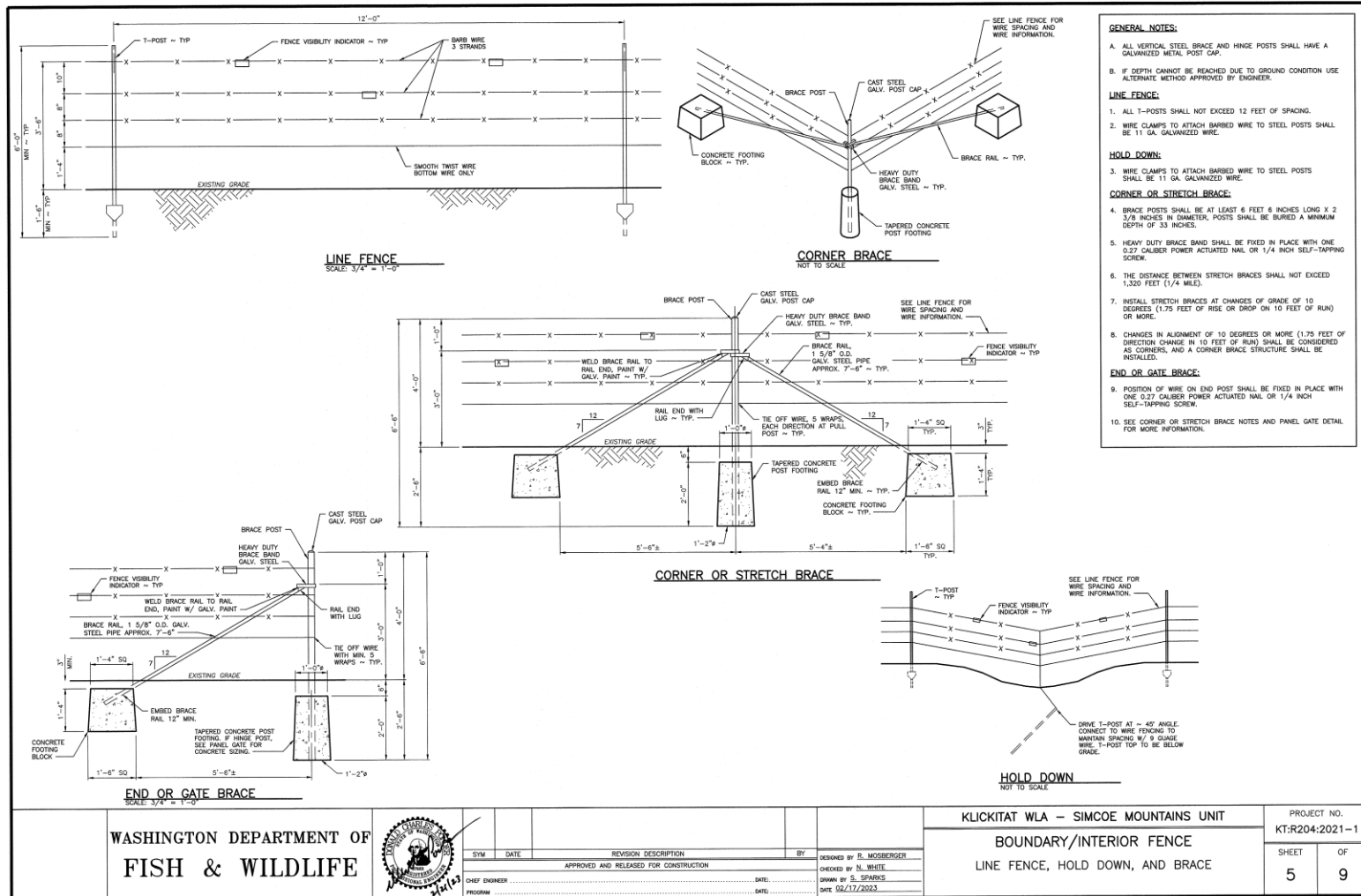


Figure 8. WDFW fencing specifications, Klickitat WLA – Simcoe Mountains Unit 2/2023.



Figure 9. Examples of new troughs [type 1](#), [type 2](#), or equivalent, subject to **OWNER** review and approval.

Supplies Specifications:

- Schedule 80 on all PVC piping
- Galvanized piping for all plumbing underneath troughs and gravel skirts

APPENDIX C

POLLUTION PREVENTION

POLLUTION PREVENTION: TESC and SPCC PLANS and IMPLEMENTATION

Description

This work shall provide for preparation, implementation, and removal of a Temporary Erosion Sediment Control (TESC) plan and for the preparation and implementation of a Spill Prevention Control and Countermeasure (SPCC) plan in accordance with specifications in Exhibit B, page 3.

1. The Contractor shall submit a TESC for the project to the Owner for approval. The TESC must satisfy the requirements of the Washington Department of Ecology NPDES Stormwater General Permit for Construction Activity and all other applicable permits. The TESC included in the Drawings and described herein is intended to provide a baseline for sediment and erosion control and does not ensure that the standards established by any applicable permits will be met. The Contractor may use these measures or alternative measures of his own design to ensure satisfactory performance and that the erosion control requirements of all applicable permits are met. The contractor shall be named as the permit holder. The contractor shall be responsible for implementing, inspecting and filing reports, maintaining, replacing, and removing TESC and SPCC measures. The plan shall include the name, address and 24-hour contact number of the person responsible for erosion prevention and sediment control measures.
2. A spill Containment Kit shall be on site and crews shall be trained in its use. Measurement "TESC, SPCC Plan and Implementation," including the above amendments to the item will be measured by lump sum.

APPENDIX D

Glossary of Terms

CONTRACTOR	Contractor to be selected for the performance of work under this Bid Package.
Contractor Responsibilities	See Section II of this Contractor's Bid Package.
Equipment Requirements	See Section IV of this Contractor's Bid Package.
Mobilization	Arrival of all equipment and personnel at work site in working order.
OWNER	Yakama Nation
Permits	Tribal permits that list conditions under which the work can be performed. These include, but are not necessarily limited to, the permits identified in Appendix F.
Personnel Requirements	See Section IV of this Contractor's Bid Package.

APPENDIX E

Insurance Requirements and Other Documents Requiring Execution

1. Required Insurance: Contractor, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force while performing services for Yakama Nation the following insurance:
 - a. Workers Compensation Insurance, covering applicable statutory benefits in the State where the work is being performed; Employer's Liability Insurance in an amount of not less than \$1,000,000 and (when applicable) the policy will be endorsed to cover benefits.
 - b. Commercial General Liability Insurance, on a per occurrence basis, endorsed to cover on the premises operations, products/completed operations, personal injury and the contractual indemnity obligations of this agreement with limits of not less than \$2,000,000 per occurrence.
 - c. Automobile Liability Insurance, including Liability insurance coverage for vehicles which may be used by Contractor in connection with this contract, with Limits of Liability of not less than \$1,000,000 per occurrence.
 - d. Should the Services supplied under this Agreement include waste disposal operations, Pollution or Environmental Impairment Liability Insurance, with limits of not less than \$1,000,000 per occurrence. Should Federal, State or local regulatory body require insurance with higher limits, then such requirements shall apply in lieu of the specified \$1,000,000 limits.

The Workers Compensation/Employers Liability Insurance Policy will be endorsed to waive all rights of subrogation against the Yakama Nation.

The aforesaid policies will be endorsed to provide the Yakama Nation thirty (30) days written notice prior to cancellation or reduction in coverage required by this agreement. The insurance policy shall be issued by insurance companies with a Bests rating of 'B' or better or equivalent and shall be subject to Buyer's approval, such approval not to be unreasonably withheld.

Contractor shall require all Subcontractors performing services under this contract to maintain in force insurance of the types and amounts specified herein.

2. Other Documents Requiring Execution: The bidder must comply with these conditions and must submit with their bid the following signed documents:
- a. Insurance Certificates: Prior to the execution of the Contract, the Bidder shall furnish in a form satisfactory to the Yakama Nation Insurance Certificates covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
 - b. Power of Attorney: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of the Power of Attorney

APPENDIX F

Permits

Permit List

The Contractor is solely responsible for compliance with all Local, State and Federal permits. Local, State, and Federal permits that govern the performance of the work include the following:

Washington Department of Ecology	SEPA (in-progress)
State Historic Preservation Office	SEC 106 (attached)