



## BOARD OF YAKIMA COUNTY COMMISSIONERS

### Agenda Request Form (ARF)

*Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.*

Prepared by: Nitasha Allgaier  
Department: Public Services  
Requested Agenda Date: 1/27/16  
Presenting: David Haws

*Board of County Commissioners Record Assigned*

#

BOCC Agreement

0 1 7 - 2 0 2 6

Yakima County, WA

#### Action Requested – Check Applicable Box:

- PASS RESOLUTION  
 PASS ORDINANCE  
 ISSUE PROCLAMATION

- EXECUTE or AMEND  
AGREEMENT, CONTRACT, or GRANT  
 OTHER \_\_\_\_\_

#### Document Title:

Execute Professional Services Agreement #C26004-P with SCS Engineers.

#### Background Information:

The Consultant will provide professional engineering, consulting, construction support, design and related services on one the site improvement construction on the Landill Gas Flare Facilities at Terrace Heights Landfill and Cheyne Landfill.

#### Describe Fiscal Impact:

Amount not to exceed \$32,000.00

#### Summary & Recommendation:

Yakima County Public Services recommends the Commissioners consideration in authorizing professional services agreement with SCS Engineers.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

### CONSULTANT

Name:	SCS Engineers
Street:	2405 140 <sup>th</sup> Ave. NE, Suite 107
City, State, Zip:	Bellevue, WA 98005
Federal Tax I.D. #:	54-0913440
U.B.I. #	600-407-377

### COUNTY

Yakima County Public Services  
Attn:  
128 N. 2<sup>nd</sup> St., 4<sup>th</sup> Floor  
Yakima, WA 98901

### **RECITALS:**

In consideration of the terms and conditions contained, the parties hereto agree as follows:

1. **Service and scope:** The Consultant will provide services to Yakima County for the following described work:

**Agreement# C26004-P**

**Engineering Services for design and site improvements for landfill gas flare facilities at Terrace Heights Landfill and Cheyne Landfill per attached scope of work.**

2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Compensation.** The maximum aggregate compensation paid to the Consultant shall not exceed: \$ 32,000.00 for the total of all work over the term of this agreement, as may be extended, and shall be full compensation for all costs and expenses. The County makes no guarantee that work issued under this contract will total the maximum aggregate compensation identified above. The Consultant shall maintain a written record of all expenses and submit detailed monthly invoices to:

Yakima County Public Services  
128 N 2<sup>nd</sup> Street, Fourth Floor Courthouse  
Yakima, Washington 98901

The County shall pay the Consultant within 30 days of acceptable invoice receipt. All billings must be submitted by the Consultant within 60 days of the completion of the services.

4. **Independent Consultant.** For the purposes of this contract, the Consultant acknowledges they are not an officer, employee, or agent of Yakima County. The Consultant shall not hold out itself or any of its employees as, nor claim for itself if its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Consultant shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Consultants or its employees or assigns. The Consultant is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subconsultants shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
6. **Assignment.** The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon thirty days' written notice sent by certified mail to the addresses listed above.

If the funds the County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Consultant. The termination shall be effective on the date specified in the termination notice.

8. **Indemnification and hold harmless.** The Consultant does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the County in defense thereof, asserted or arising directly on account of or out of acts or omissions of the Consultant and the Consultants agents, employees and consultants in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) Consultant its authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant or its authorized agents, consultants or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed,

Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
11. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subconsultant it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subconsultant.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Consultant agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Consultant further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Consultant shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Consultant's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Consultant's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Ownership of Material.** Material created by the Consultant and paid for by the County as part of this

Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Consultant uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Consultant and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Consultant has a right to grant such a license.

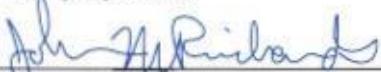
16. **Double Payment Prohibited.** The Consultant shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Consultant shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Debarment Certification.** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subconsultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subconsultants becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.
19. **Attorney Fees.** In the event of any dispute, litigation, or arbitration arising out of, or relating to, this Agreement, each party shall be responsible for and pay its own attorney's fees, costs, and expenses, regardless of the outcome.
20. **Term.** The term of this contract shall be from Date of Execution to September 30, 2026.

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is executed with three original copies, of which one is to be delivered to the Consultant, one to the County Project Manager and one to the Public Services Accounting Office.

**CONSULTANT:**

SCS Engineers

Company Name



Signature

John M. Richards

Signer's name printed or typed

January 7, 2026  
File No. 04223055.00

Mr. Scott Davis  
Yakima County Department of Public Works  
Solid Waste Division  
7151 Roza Hill Drive  
Yakima, WA 98901

Subject: Proposal for Design and Site Improvements for Landfill Gas Flare Facilities- Terrace Heights Landfill and Cheyne Landfill

Dear Scott

In accordance with our previous phone calls, in person meeting, and emails, we have prepared this proposal to prepare documents to assist you with adding fencing for landfill gas flare facilities at the Terrace Heights and Cheyne Landfills as well as stairs at the Terrace Heights Landfill, Yakima County, Washington.

## BACKGROUND

The County owns and operates landfill gas (LFG) collection and control systems at Terrace Heights Landfill and the Cheyne Landfill. These flare systems are critical infrastructure elements supporting landfill gas control, methane emissions reduction, and compliance with Washington State Department of Ecology (Ecology) and federal regulatory requirements.

Existing site conditions at both flare locations include limited physical security, unfinished surface conditions, and access infrastructure that does not meet long-term operational or safety standards. At Terrace Heights, access to the elevated flare platform is currently provided by a temporary, construction-grade staircase that is not intended for permanent use and is not expected to meet safety requirements. In addition, disturbed soils surrounding both flare stations, particularly at Terrace Heights, due to slope conditions, present an elevated erosion risk during periods of increased precipitation.

The County intends to implement permanent improvements to address safety, security, erosion control, and long-term maintainability at both flare facilities. Portions of this work may be eligible for funding through existing grant programs, including the Washington State Public Works Board (PWB) grant at the Cheyne site and the Ecology Landfill Methane Emissions Reduction (LMER) grant at the Terrace Heights site.

## PROJECT UNDERSTANDING

The Project consists of preparing engineering and design documents to support construction of site and access improvements at the Terrace Heights and Cheyne landfill gas flare stations.



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Improvements will include:

- Installation of chain-link fencing with lockable gates around both flare units for security and controlled access for both Cheyne and Terrace Heights flare stations,
- Design of a permanent, code-compliant access staircase at the Terrace Heights flare to replace the existing temporary structure, and
- Stabilization of disturbed soils surrounding the Terrace Heights flare stations through hydro-seeding and/or crushed rock surfacing to reduce erosion potential and improve site conditions.

The improvements are intended to enhance worker safety, meet applicable OSHA and building code requirements, improve site security, reduce erosion impacts, and support the County's landfill gas management and methane reduction objectives.

## SCOPE

We will provide the following services related to this Project:

### Kickoff Meeting and Site Review

We will initiate the Project by attending a kickoff meeting with County staff to confirm objectives, grant constraints, permitting considerations, and schedule. We anticipate that our design team lead designer (Ted Massart) and our structural engineer (Arcon SE) will participate via video conference call.

### Flare Security Improvements – Chain-Link Fencing

We will prepare design documents for chain-link fencing enclosures at both the Terrace Heights and Cheyne flare stations. The design will include fencing alignment, height, gate locations, barbed wire, lockable access provisions, and coordination with existing flare equipment, utilities, and maintenance access requirements. Materials and details will be selected for durability and long-term outdoor exposure.

To the extent possible, design elements will be developed to support eligibility under the PWB grant at Cheyne and the ECOLOGY LMER grant at Terrace Heights, as applicable.

### Permanent Access Staircase – Terrace Heights Flare Station

We will evaluate existing conditions at the Terrace Heights flare station and prepare a design for a permanent access staircase to the elevated flare platform. The staircase will be designed as an all-weather galvanized steel structure with appropriate foundations, handrails, guardrails, landings, and tread geometry, and will comply with OSHA requirements and applicable building codes. Structural calculations and construction details will be prepared to support permitting and construction.

### Site Surface Stabilization and Erosion Control

We will provide recommendations and design details to stabilize disturbed soils surrounding the Terrace Heights flare station. Attention will be given to slope stability and erosion control at the Terrace Heights site. The scope will include evaluation and design of hydroseeding, crushed rock

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surfacing, or a combination of both, including material specifications, thickness, drainage considerations, and constructability. These improvements are intended to reduce sediment transport, improve safety and access, and support long-term operations.

## General and Structural Plans

General, Site Civil and Structural plans and details will be prepared for the installation of chain-link fencing, accessible staircase, coordinated with the as-built plans for the existing facility and other drawings. We will prepare 60 percent and 100 percent complete level design plans and specifications for your review and comment. The final design plans and specifications to be issued to the Contractor will incorporate your comments on the 100 percent complete review set. The following general, site civil, and structural sheets are anticipated for the Project:

- C1 Fencing layout
- C2 Fencing details
- C3 Surface stabilization and erosion control details
- S1 Structural General Notes and Specifications
- S2 Stair Plan
- S3 Stair Section
- S4 Foundation Plan
- S5 Structural Details

## Coordination Meetings/ Plan Check Process

We will attend telephone or video conference coordination meetings during the development of the Project, including communications and product coordination with vendors of construction products, which may be incorporated in the Project. We will also address and answer comments issued by the reviewing agencies, and modify the plans as appropriately required to obtain permit.

## Assistance with Contractor Change Order

SCS will provide Change Order Support to the County for coordinating the work with the existing Contractor for the construction of the necessary chain-link fencing and staircase. We will provide the following services:

- Preparation of Construction Documents.
- Assist with issuing the Change Order to the Contractor.
- Coordinate with the Contractor regarding the Construction Drawings and Specifications as necessary for the Change Order.
- SCS will review the proposed fee submitted to the County by the Contractor.

## Assumptions

- Submittal of the Construction Drawings and Specifications to the Contractor will be performed by Yakima County.
- SCS will review the proposed fee submitted by the Contractor.

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- One site visit per flare location is assumed. Additional site visits may be provided as an additional service.
- Surveying, geotechnical investigations, and environmental sampling are not included.
- The Contractor will be responsible for all utility locations
- No modifications to the flare equipment are included.

## Exclusions

The following are expressly excluded from the proposed work by SCS:

- Actual construction of fencing, stairs, or site improvements.
- Preparation of grant applications or amendments.
- Long-term erosion monitoring or maintenance planning beyond design details.
- Preparation of operations and maintenance manuals.

## Provide Construction Quality Assurance

The goal of providing CQA of the GCCS construction is to document that the materials and installation of the works conform to the requirements presented in the construction drawings and specifications. We will review shop drawings and submittals, respond to structural related RFI's, review Contractor's field change requests, and provide reasonable telephone construction support during construction. One reviewed copy of the submittals will be returned to you for reproduction and distribution to the appropriate parties involved.

This task will consist of three components:

- CQA Administration.
- Field CQA inspection and documentation.
- CQA summary documentation.

## Record Drawings

At the completion of the construction, we will revise the project plans to match known as-built conditions resulting from changes reported during construction.

## PROJECT SCHEDULE

We are prepared to commence the work efforts identified above upon receiving authorization to proceed. Design activities are anticipated to begin immediately following authorization and proceed in coordination with Yakima County staff and applicable permitting agencies. The design effort is expected to be completed within approximately 6 weeks of notice to proceed, subject to the timely receipt of County review comments and agency feedback. Construction is anticipated to be completed by the summer of 2026 calendar year, subject to contractor scheduling.

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## COMPENSATION

SCS will perform the above services on a lump sum basis per site. SCS requests a budget of \$32,000 to perform the services described under this change order. This budget includes services as described in the Scope. Invoicing will be on a monthly percent complete basis for each activity and work accomplished during the invoicing period. Any services requested beyond the defined scope will be performed only upon written authorization from Yakima County and may require a contract amendment. Breakdown of Terrace Heights and Cheyne landfill budget is as below:

Landfill	Estimated Budget
Terrace Heights	\$20,600
Cheyne	\$11,400
<b>Total</b>	<b>\$32,000</b>

## CLOSING

Please feel free to contact either of the undersigned if you have any questions regarding this proposal. We appreciate the opportunity to continue supporting Yakima County with improvements to the Terrace Heights and Cheyne Landfill facilities and look forward to working with you on this Project.

Sincerely,

Ketan Shah

Ketan Shah, Ph.D.  
Project Manager  
SCS Engineers

John M. Richards

John M. Richards, P.E.  
Vice President / Project Director  
SCS Engineers

# BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

BOCC Agreement

0 1 7 - 2 0 2 6

Yakima County, WA

## BOARD OF COUNTY COMMISSIONERS

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LaDon Linde, Chair

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Amanda McKinney, Commissioner

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Kyle Curtis, Commissioner

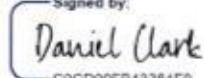
**DATED:** JAN 27 2026

*Attest:*

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Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

**Approved as to Form:**

Signed by:  
  
COCD00FB43364F9  
\_\_\_\_\_  
Deputy Prosecuting Attorney