

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE August 26, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Contract for Professional Services and to Proceed with the Facility Programming and Planning Phase at the Sheriff-Coroner Facility

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Office to contract for professional services to proceed with the facility programming and planning phase for a new Sheriff-Coroner facility, consistent with the recently adopted Public Safety Center Needs Assessment and Master Plan.
2. Authorize the Chief Executive Office to execute the recommended contract with the Harley Ellis Devereaux Corporation for programming services at a cost no greater than \$75,000 and the related professional services for construction management and estimating for a total cost not to exceed \$135,000.
3. Authorize the Chief Executive Office and Department of Planning and Community Development Department to proceed with an initial study and to complete negative declaration document for environmental review.  
(Continued on Page 2)

FISCAL IMPACT:

On June 26, 2007, the Board of Supervisors accepted the updated Public Safety Center Jail Needs Assessment and Public Safety Services Master Plan, and authorized the staff to develop an overall implementation strategy which included the development of phasing options, funding options, and professional programming services. In addition to evaluating jail needs, the planning effort included evaluating the need to replace the Sheriff Coroner's Facility.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-611

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS: (Continued)**

4. Authorize staff to study an overall implementation strategy, which will include the recommendation of a project management plan, project delivery, phasing, funding, and schedules.
5. Authorize the Project Manager to negotiate contracts and work authorizations necessary to manage the programmatic phase including Construction Management, and Estimating with existing firms contracting with the county for these services.
6. Direct the Auditor-Controller to increase appropriations and estimated revenue by \$135,000 for this effort as detailed in the attached Budget Journal form.

**FISCAL IMPACT: (Continued)**

On June 4, 2008 an RFP was issued for Professional Consulting Services for facility programming and planning for a new Sheriff-Coroner facility. Staff advertised in newspapers and trade journals.

On June 26, 2008, five (5) proposals were received. A select team of users and Capital Projects reviewed the proposals and short listed four firms for interviews. One of the four firms withdrew from the process because of other conflicts. A separate team of users and Capital Projects interviewed the three (3) remaining firms. As a result of the evaluations interviews, the team ranked the firm of Harley Ellis Devereaux Corporation, DBA Crime Lab Design, Inc. as the team that best met the County's needs for this project. Their proposed cost of \$75,000 is within the project budget.

At this time, the Chief Executive Office is requesting the Board approve proceeding with the facility programming and planning phase for the Coroner's facility by awarding a contract to the Harley Ellis Devereaux Corporation for programming services at a cost not to exceed \$75,000. Staff is also requesting the Board to authorize the Chief Executive Office and Department of Planning and Community Development to proceed with an initial study and to complete negative declaration document for environmental review, pursuant to the provisions of the California Environmental Quality Act (CEQA). Concurrent with the planning/programming effort and the environmental review effort, staff will develop a proposed overall implementation strategy, which will include the recommendation of a project management plan, project delivery, phasing, funding, and proposed schedule.

Last years Master Plan suggested that the total estimated cost to design and construct a new facility is \$5.6 million. The total estimated cost of the programming phase under consideration by the Board is \$135,000. This includes \$75,000 for programming services, \$10,000 for construction management services, \$10,000 for legal fees, \$25,000 for surveys and investigations, \$1,500 for publications and legal notices, and \$13,500 for project costs. This will be funded from Public Facility Fees (PFF) approved by the PFF Committee on May 15, 2008. This project is listed in the Final Fiscal Year 2007-2008 Stanislaus County Capital Improvement Plan: Coroner/Public Administrator Facility, Project Number 2006.001.

## **DISCUSSION:**

### **Existing Facility Challenges**

The Sheriff-Coroner has the responsibility of investigating deaths for reasons such as unknown cause of death, no known medical provider, criminal acts and others as directed by Government and Health-Safety codes. Furthermore, the Sheriff shall provide storage for decedents with no known family and for funeral homes when necessary because of lack of capacity at local mortuaries.

The Sheriff-Coroner facility, located at the remaining portion of County Center III, on Oakdale Road, in Modesto, was constructed in 1978. The current facility space, equipment, and storage needs have not kept pace with current or future demands and volume of the death investigations conducted at the facility. The building exterior is in disrepair and needs to be painted; the building needs a new roof, and the parking lot needs to be resurfaced.

The current refrigeration and deep freeze storage space is challenged to handle remains during peak loads, the refrigeration system lacks adequate monitoring or an alarm device in place to monitor deviations of an acceptable range, and the refrigeration system does not have the ability to record temperatures and print the information for record keeping.

The autopsy suite is limited in size to perform usual and peak case load, along with the complement of accompanying professionals associated with the autopsy. The morgue and administrative area are connected, and without adequate ventilation it is difficult to control odors and fumes associated with each case. Current lighting in the autopsy suite and receiving room is below industry standards. There is currently no available isolated area for decomposition or infectious cases. No current histological and lab area and there is insufficient storage for blood and tissue samples.

The Coroner's office does not have radiology equipment, or the space for the equipment. Currently, staff transports cases to Doctors Hospital for radiology. This is an inconvenience for hospital staff, Doctors Medical Center patients and time consuming for coroner personnel. It is also poses a serious bio-hazard issue for DMC.

There is not sufficient space for office personnel and investigators, currently three investigators share a 100 square foot office space. The property room does not have adequate storage space for decedent's property, medications and evidence, and there is inadequate storage area for files and records. The largest room in the facility is the family room which comfortably seats four people. There are no available meeting rooms or training rooms. Staff is using a modular for additional space, for the doctor's office and storage for personal protective equipment needed to perform the job.

On June 26, 2007, the Board of Supervisors accepted the updated Public Safety Center Jail Needs Assessment and Public Safety Services Master Plan prepared by TRG

Consulting. One of the recommendations is to construct a new Coroner's facility at the County's Public Safety Center, adjacent to other Sheriff's facilities and operations.

### **Project Description**

The Master Plan provided an overview of the proposed project and the recommended Programming phase will take that project description to a high level of detail and analysis and provide a "blue-print" for ultimate construction and operation of the facility needed. Focus will be on the proposed project description including location factors and requirements, functional needs, key workload indicators, and detailed and specific facility space and program needs, operational needs and expectations as well as technology needs.

On June 26, 2008, five (5) proposals were received. A select team of users and Capital Projects reviewed the proposals and short listed four firms for interviews. One of the four firms withdrew from the process because of other conflicts. A separate team of users and Capital Projects interviewed the three (3) remaining firms. As a result of the evaluations interviews, the team ranked the firm of Harley Ellis Devereaux Corporation, DBA Crime Lab Design, Inc. as the team that best met the County's needs for this project. Their proposed cost of \$75,000 is within the project budget. Harley Ellis Devereaux Corporation was selected as the highest rank firm based on multiple factors including an in depth knowledge of the project, experience building similar facilities with both governmental and non governmental agencies, their geographic proximity to the County, a strong desire to work with staff closely during the programmatic phase of the project, and they were the only firm to conduct a site visit of the Coroner facility prior to the interviews

At the Master Planning phase, the cost to design and construct a new facility was preliminarily estimated at \$5.6 million. The total estimated cost of the programming phase under consideration by the Board is \$135,000. This includes \$75,000 for programming services, \$10,000 for construction management services, \$10,000 for legal fees, \$25,000 for surveys and investigations, \$1,500 for publications and legal notices, and \$13,500 for miscellaneous other costs. This will be funded from Public Facility Fees (PFF) approved by the PFF Committee on May 15, 2008.

### **POLICY ISSUES:**

Approval of this plan promotes the Board's Priority of A safe community. Approval of this action will facilitate efficient delivery of public services and making the most efficient use of County resources to protect the community.

### **STAFFING IMPACT:**

A project team has been established with staff from the Chief Executive Office and the Sheriff's Department who will work together to move this project forward toward completion. Existing Capital Projects staff and Construction Management will focus on this effort.

**County of Stanislaus: Auditor-Controller  
Legal Budget Journal**

Database  
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD  
County of Stanislaus



<b>Balance Type</b>	Budget
<b>Category</b>	* List - Text Budget - Upload
<b>Source</b>	* List - Text AC GL SP
<b>Currency</b>	* List - Text USD
<b>Budget Name</b>	List - Text LEGAL BUDGET
<b>Batch Name</b>	Text
<b>Journal Name</b>	Text CEO ML 8/20/08
<b>Journal Description</b>	Text Programming phase at the Sheriff's Coroner Facility
<b>Journal Reference</b>	Text
<b>Organization</b>	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue	(format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY		
	4	7	5	7	6	6	5					List - Text	Text
Pb	2028	0061125	62400		000000	000000	00000	13500				AUG-08	Misc Other Costs
Pb	2028	0061125	63120		000000	000000	00000	75000				AUG-08	Programming Serv
Pb	2028	0061125	63640		000000	000000	00000	10000				AUG-08	Legal Fees
Pb	2028	0061125	64600		000000	000000	00000	10000				AUG-08	Construction Mgmt Serv
Pb	2028	0061125	65000		000000	000000	00000	1500				AUG-08	Publications & Legal Notices
Pb	2028	0061125	80315		000000	000000	00000	25000				AUG-08	Surveys & Investigations
Pb	2028	0061125	46615		000000	000000	00000			135000		AUG-08	Public Facility Fees

**Totals:** 135000      135000

**Explanation:**

<b>Requesting Department</b>	CEO	<b>Data Entry</b>	Auditors Office Only
Signature	<i>Patricia J. Cho</i> Signature	Keyed by	<i>Steve Perales</i> Prepared By
Date	8/20/08 Date	Date	8/20/08 Approved By Date

August 18, 2008

FIRST DRAFT  
CORONERS OFFICE

DRAFT PROJECT COST REPORT

Date

DESCRIPTION	BUDGET	ACTUAL CONTRACTUAL COMMITMENTS			FORECAST COMMITMENTS			FORECAST		PROGRAMMATIC	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID & AWARD	CONSTRUCTION
		ORIGINAL CONTRACT	CHANGES TO DATE	CURRENT CONTRACT	PENDING CHANGES	COST AT COMPLETION	TOTAL TO DATE	(OVER)UNDER BUDGET	(OVER)UNDER FUNDING						
<b>Services &amp; Supplies</b>															
62400 Misc Expenses	\$ 2,500.00			\$ -		\$ 2,500.00	\$ -	\$ -	\$ (2,500.00)	\$ 125	\$ 125	\$ 125	\$ 250	\$ 125	\$ 1,750
62400 Owner Contingency	\$ 123,244.00			\$ -		\$ 123,244.00	\$ -	\$ -	\$ (123,244.00)	\$ 9,975.39	\$ 11,787.17	\$ 14,245.02	\$ 26,782.19	\$ 3,829.31	\$ 56,824.82
62600 Office Supplies	\$ 7,500.00			\$ -		\$ 7,500.00	\$ -	\$ -	\$ (7,500.00)	\$ 375	\$ 375	\$ 375	\$ 750	\$ 375	\$ 5,250
62630 Outside Printing Services	\$ 15,000.00			\$ -		\$ 15,000.00	\$ -	\$ -	\$ (15,000.00)		\$ 2,250	\$ 3,750	\$ 8,000	\$ 750	\$ 2,250
62730 Postage	\$ 250.00			\$ -		\$ 250.00	\$ -	\$ -	\$ (250.00)	\$ 13	\$ 13	\$ 13	\$ 25	\$ 13	\$ 175
63000 Professional & Special Services	\$ 5,000.00			\$ -		\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)		\$ 750	\$ 1,250	\$ 2,000	\$ 250	\$ 750
63090 Accounting, & Finance	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -					\$ -	\$ -
63110 Outside Auditing	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -					\$ -	\$ -
63120 Programming	\$ 75,000.00			\$ -		\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)	\$ 75,000					
63256 Contracts - Consultants	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						
63400 Engineering Services	\$ 5,000.00			\$ -		\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)		\$ 750	\$ 1,250	\$ 2,000	\$ 250	\$ 750
63430 Other Design Consultants (Acoustics, Lighting, etc	\$ 41,315.46			\$ -		\$ 41,315.46	\$ -	\$ -	\$ (41,315.46)		\$ 0	\$ 0	\$ 0	\$ 0	\$ 41,315
63500 Security Services	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -					\$ -	\$ -
63640 Legal Fees	\$ 50,000.00			\$ -		\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)	\$ 10,000	\$ 10,000		\$ 20,000		\$ 10,000
64100 Abatement & Demo Consultant	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -			\$ -			
64150 Code Required Testing Firms	\$ 82,630.91			\$ -		\$ 82,630.91	\$ -	\$ -	\$ (82,630.91)						\$ 82,631
64200 Moving / Relocation Expenses	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
64210 Inspectors	\$ 82,630.91			\$ -		\$ 82,630.91	\$ -	\$ -	\$ (82,630.91)						\$ 82,631
64220 Arch & Engr Fees	\$ 495,785.48			\$ -		\$ 495,785.48	\$ -	\$ -	\$ (495,785.48)		\$ 74,368	\$ 123,946	\$ 198,314	\$ 24,789	\$ 74,368
64600 Construction Manager	\$ 206,577.28			\$ -		\$ 206,577.28	\$ -	\$ -	\$ (206,577.28)	\$ 10,329	\$ 10,329	\$ 10,329	\$ 20,658	\$ 10,329	\$ 144,604
64631 Geotechnical Services	\$ 15,000.00			\$ -		\$ 15,000.00	\$ -	\$ -	\$ (15,000.00)		\$ 15,000				\$ 15,000
64720 Consulting Services	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
65000 Publications & Legal Notices	\$ 10,000.00			\$ -		\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)	\$ 2,500	\$ 2,500		\$ 5,000		\$ 5,000
65300 Rents & Leases	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
65920 Meeting Allowance	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -		\$ 0	\$ 0	\$ 0		\$ 0
66020 Environmental Impact Reports	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
66040 Abatement & Demolition	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
66210 Building Permits	\$ 10,000.00			\$ -		\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)				\$ 10,000		\$ 10,000
67040 Other Travel Expenses	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -		\$ 0	\$ 0			\$ 0
67200 Infrastructure (Streets & Traffic, Utility Service)	\$ 50,000.00			\$ -		\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)						\$ 50,000
67230 Utility Connections (Fees Charged by Utility Companies)	\$ 50,000.00			\$ -		\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)						\$ 50,000
Subtotal Services And Supplies	\$ 1,327,434.05	\$ -	\$ -	\$ -	\$ -	\$ 1,327,434.05	\$ -	\$ -	\$ (1,327,434.05)	\$ 108,316.75	\$ 128,246.35	\$ 155,282.78	\$ 291,779.11	\$ 40,709.95	\$ 603,099.12
<b>Subtotal</b>															
Subtotal	\$ 28,250.00	\$ -	\$ -	\$ -	\$ -	\$ 28,250.00	\$ -	\$ -	\$ (28,250.00)	\$ 1,412.50	\$ 1,412.50	\$ 1,412.50	\$ 2,825.00	\$ 1,412.50	\$ 19,775.00
<b>Structures and Improvements</b>															
80000 Land Costs	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
80020 Site Clearing & Preparation	\$ 33,280.00			\$ -		\$ 33,280.00	\$ -	\$ -	\$ (33,280.00)					\$ 33,280	\$ 33,280
80300 Emergency Power	\$ 250,000.00			\$ -		\$ 250,000.00	\$ -	\$ -	\$ (250,000.00)						\$ 250,000
80310 Construction	\$ 2,080,000.00			\$ -		\$ 2,080,000.00	\$ -	\$ -	\$ (2,080,000.00)						\$ 2,080,000
80311 On Site Improvements	\$ 124,800.00			\$ -		\$ 124,800.00	\$ -	\$ -	\$ (124,800.00)						\$ 124,800
80312 Sitework	\$ 83,200.00			\$ -		\$ 83,200.00	\$ -	\$ -	\$ (83,200.00)					\$ 83,200	\$ 83,200
80315 Surveys	\$ 5,000.00			\$ -		\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)		5,000				\$ 5,000
80315 Surveys & Investigations	\$ 25,000.00			\$ -		\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)	\$ 25,000					\$ 25,000
80355 Signage & Graphics	\$ 41,600.00			\$ -		\$ 41,600.00	\$ -	\$ -	\$ (41,600.00)						\$ 41,600
80570 Design & Construction Contingency	\$ 688,590.94			\$ -		\$ 688,590.94	\$ -	\$ -	\$ (688,590.94)						\$ 688,591
80610 Data & Communication	\$ 83,200.00			\$ -		\$ 83,200.00	\$ -	\$ -	\$ (83,200.00)						\$ 83,200
80670 Art In Public Places	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -						\$ -
81000 Equipment	\$ 416,000.00			\$ -		\$ 416,000.00	\$ -	\$ -	\$ (416,000.00)						\$ 416,000
82130 Office Equipment	\$ 124,800.00			\$ -		\$ 124,800.00	\$ -	\$ -	\$ (124,800.00)						\$ 124,800
82570 Computer Equipment	\$ 83,200.00			\$ -		\$ 83,200.00	\$ -	\$ -	\$ (83,200.00)						\$ 83,200
83990 Alarm / Security Systems	\$ 83,200.00			\$ -		\$ 83,200.00	\$ -	\$ -	\$ (83,200.00)						\$ 83,200
84191 Fences	\$ 9,674.71			\$ -		\$ 9,674.71	\$ -	\$ -	\$ (9,674.71)					\$ 9,675	\$ 9,675
Subtotal Structures and Improvements	\$ 4,131,545.65	\$ -	\$ -	\$ -	\$ -	\$ 4,131,545.65	\$ -	\$ -	\$ (4,131,545.65)	\$ 25,000.00	\$ 5,000.00	\$ -	\$ -	\$ 126,154.71	\$ 3,975,390.94

August 18, 2008

FIRST DRAFT  
CORONERS OFFICE

DRAFT PROJECT COST REPORT  
Date

DESCRIPTION	BUDGET	ACTUAL CONTRACTUAL COMMITMENTS			FORECAST COMMITMENTS			FORECAST		PROGRAMMATIC	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID & AWARD	CONSTRUCTION
		ORIGINAL CONTRACT	CHANGES TO DATE	CURRENT CONTRACT	PENDING CHANGES	COST AT COMPLETION	TOTAL TO DATE	(OVER)/UNDER BUDGET	(OVER)/UNDER FUNDING						
Land Acquisition															
Site Selection	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -					
Real Estate Assessment & Legal Fees	\$ -			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -					
Subtotal Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 5,487,229.70	\$ -	\$ -	\$ -	\$ -	\$ 5,487,229.70	\$ -	\$ -	\$ (5,487,229.70)	\$ 134,729.25	\$ 134,658.85	\$ 156,695.26	\$ 294,604.11	\$ 168,277.16	\$ 4,598,265.06

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Harley Ellis Devereaux dba Crime Lab Design**, whose address is **1620 Fifth Avenue, Suite 100 San Diego, CA 92101** ("Consultant"), on August 26, 2008.

**Introduction**

WHEREAS, the County has a need for professional services relating to the **Programming for the Coroner's Office / Public Administration**; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

**1. Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Appendix A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof. The following are Consultant's key personnel under this Agreement:

- Steve Moodie, Project Director
- Susan Halla-Borelli, Programmer - Planner
- Mark Hieber, Landscape Architect
- Bob Parme, Project Architect
- Dan Shreve, Mechanical and Life Safety
- Norman Patena, Electrical
- David Darwish, Cost Estimating

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.



1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Appendix B (Schedule)**.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 The Consultant acknowledges and agrees that it is responsible to ensure the program it provides comports with the requirements of applicable statutory and case law.

1.6 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

## **2. Compensation**

2.1 The Consultant shall be compensated on a **LUMP SUM BASIS NOT TO EXCEED Seventy Five Thousand and no/100 (\$75,000) Dollars**, Reference Attachment C Compensation, for performance of the scope of work and services described in Exhibit "A" to this Agreement entitled "Scope of Work." Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the not to exceed amount of \$75,000, and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

### 3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

3.5 County may terminate this Agreement at any time if any key personnel are no longer available to provide services under this Agreement, and if Consultant does not find a replacement satisfactory to County within 10 days.

### 4. Representatives

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Steve Moodie** as Project Manager. Owner hereby designates **Patricia Hill Thomas** as Project Manager. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

### 5. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

### 6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. **Insurance**

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention's or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention's, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming

the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board, officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California-admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

## **8. Defense and Indemnification**

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, Board, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, Board, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, Board, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

8.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## **9. Status of Consultant**

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## **10. Records and Audit**

10.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Nondiscrimination**

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

**12. Assignment**

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**13. Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**14. Notice**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

**To County:** County of Stanislaus  
Capital Projects  
825 12<sup>th</sup> Street  
Modesto, CA 95354  
(209) 525-4380 (phone)  
(209) 525-4385 (fax)

**To Consultant:** Steve Moodie  
**Harley Ellis Devercaux dba**  
**Crime Lab Design**  
1620 Fifth Avenue  
Suite 100  
San Diego, CA 92101  
(619) 233-7003 (phone)  
(619) 233-6991 (fax)

**15. Conflicts**

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

**16. Confidentiality**

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

**17. Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**18. Amendment**

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**19. Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no



representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**20. Construction**

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

**21. Governing Law and Venue**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

<p>COUNTY OF STANISLAUS</p> <p>By: <u>Patricia Hill Thomas</u> Patricia Hill Thomas Chief Operations Officer/ Assistant Executive Officer</p>	<p>Harley Ellis Devereaux Corporation</p> <p>By: <u>[Signature]</u> "Consultant"</p>
<p>APPROVED AS TO FORM:</p> <p>By: <u>[Signature]</u> John P. Doering, County Counsel</p>	

## **APPENDIX A**

### **SCOPE OF WORK**

#### **Coroner/Public Administrator**

(From Needs Assessment by TRG Consulting. Copies are available from Capital Projects.)

#### **Function**

- Investigate deaths because of unknown reasons, no known medical provider, criminal acts, etc. as outlined by government and health safety codes.
- Provide storage for decedents with no known family and for funeral homes when necessary because of a lack of capacity at the funeral home.
- Protect the assets of the next of kin.

#### **Location Factors**

- Need for proximity to law enforcement. Investigators are involved in homicides, in-custody deaths. Identification units assist with identifying unknown subjects, victims of homicides, in-custody deaths and suspicious deaths.
- Security issues resulting from a 24/7 operation.
- Ease of public access. The facility should be located on a convenient public transportation route.

#### **Key Workload Indicators**

- Growth in population.
- Changes in crime rate.
- Changes in operational procedures or workload (e.g. through contracts or arrangements with other counties; increased workload as a result of additional teaching responsibilities).
- Federal, State or local funding changes.
- Developments in the use of technology.
- Changes in legislation.

#### **Space Issues**

- Security for personnel is paramount since the facility may be in operation at any time, 365 days a year. Additionally a number of bodies along with decedents' possessions often are stored at the facility.
- A PC based proximity reader cardkey system is required. The system should maintain data on all access and egress including location, card used for access, time of activity, etc. System must be capable of limiting access to controlled spaces (e.g. coroner's property room, public administrator's property room, frozen storage, refrigerated storage, the autopsy suite, private offices, the transplant bank recovery suite, etc.).
- The clerks' office area should be separated from the public reception and waiting area by a polycarbonate barrier. A CCTV system is required to cover the public lobby, the staff

entrance and the rollup door through which remains are moved. The cameras will be monitored at the reception desk and be capable of recording for seventy-two hours.

- Secure, fenced and well-lighted parking (thirty standard vehicle parking spaces, a transport vehicle, trailers, and a refrigerated truck) should be provided for staff that often works after dark.
- An autopsy suite with six stations and space to add another two stations should be provided. A completely separate autopsy room with a single station and a dedicated air supply system must be provided for decomposed, infectious or contaminated bodies. A large flat screen computer monitor is required. The autopsy suite and the separate autopsy room must have full plumbing, sinks for scrubbing and deep sinks. Purpose built stainless steel cabinetry is required. Sinks and safety equipment will be positioned efficiently so that unnecessary travel is not required to reach them during routine work and that they readily are available during an emergency. Work surfaces will have integral waste containment and drainage to minimize spills of wastewater and body fluids.
- A multiple x-ray viewing monitors will be provided. A dress out room will be attached to the autopsy suite with a buffer zone to a shower and sink wash area. The wash area will include an eyewash station.
- A separate storage area for gowns, gloves, etc. is required adjacent to the dress out room.
- A storage room for a portable digital x-ray machine will be provided adjacent to the autopsy suite.
- A body scale will be provided in the autopsy suite.
- A large dedicated refrigerator will be provided for lab samples and specimen kits.
- A biosafety cabinet will be provided for handling and examination of smaller infectious specimens.
- A secure CCTV system capable of recording autopsies for immediate or future viewing at law enforcement agencies within Stanislaus County is desired.
- A separate evidence drying room will be provided. Once dry, evidence will be collected by the agency having jurisdiction of the case. Care must be taken not to undersize storage.
- Refrigerated storage for at least one hundred bodies is required on a rolling stackable cart system. This storage area must provide adequate room for tables and gurneys. Separate storage within the area is required for blood and tissue samples. The refrigerated storage area must be directly accessible from the arrival/departure vehicle area and the autopsy suite.
- Freezer storage for at least twenty bodies on a rolling rack system is required. This storage area must provide adequate room for tables and gurneys. The freezer storage area must be directly accessible from the arrival/departure vehicle area and the autopsy suite.
- The floors in the autopsy suite, refrigerated and freezer storage should be non-porous for ease of cleaning.
- A lift will be provided to move bodies between transport vehicles and the appropriate space within the facility.
- A 200 net square foot forensic laboratory will be provided adjacent to the autopsy suite.
- A meeting room/classroom to accommodate thirty should be provided. This room will have a viewing window into the autopsy suite and the separate autopsy room, monitors for the autopsy CCTV system, remote adjustable cameras, digital recording capabilities, a 52-inch plasma Overview of Sheriff's Department Law Enforcement display screen and a direct intercom connection to the autopsy suite and the autopsy room.

- The public reception area should be sized to accommodate ten and include a male and female restroom.
- A meeting room for families (200 square feet), an interview room (100 square feet) and the viewing room (100 square feet) should be located adjacent to the public reception area. The interview room and viewing room could also be combined.
- A media briefing room to accommodate forty to fifty should be provided to manage major incidents involving the coroner's office. This space also could function as a staff conference room and an additional meeting room.
- Private offices are required for three to four deputy-coroner investigators, two forensic pathologists, the forensic autopsy assistant, the supervising public administrator and the site supervisor. Private offices should total twelve.
- An open office with a coroner side and a public administrator side should be located adjacent to public reception. The clerks for both divisions will be located in this office and one clerk from each division will function as the receptionist for their division.
- Separate file rooms (at 240 net square feet each) will be provided for Coroner and Public Administrator staff.
- The Coroner requires a secure, 400 net square foot property room separate from other storage areas.
- The Public Administrator requires a secure, 200 net square foot property room separate from other storage areas.
- A break room to accommodate twenty (400 square feet) will be provided. The break room will include a refrigerator, oven, microwave, dishwasher, sink and associated cabinetry. An area will be provided for two vending machines.
- Male and female locker rooms will be provided with adjacent shower/toilet room areas.
- Two small 100 square foot sleeping rooms will be provided, each with a single bed, nightstand and locker.
- The transplant bank requires three spaces. A 225 net square foot recovery suite with a recovery station is required adjacent to refrigerated storage and the autopsy suite.
- Access to the recovery suite must be through an airlock. No access to the outside of the facility is permitted from the recovery suite. The recovery suite must have full plumbing, a sink for scrubbing, a deep sink and a non-porous floor. Purpose built stainless steel cabinetry is required. An eighty net square foot recovery supply room should be located adjacent to the recovery suite but not connected to it.
- A sally port or caged area should be provided between refrigerated storage and the recovery suite to allow transplant bank personnel access to selected bodies. Transplant bank personnel then can return the remains to the secured area once organs have been recovered.
- One standard office (120 net square feet) is required for use by staff. The office should be adjacent to the recovery suite but not connected to it.
- Vehicles associated with the transplant bank include one staff vehicle, two personal vehicles and a mini-van that serves as the recovery vehicle.
- An intercom system will be installed connecting all primary spaces in the facility.
- All workstations will be configured for internet access.
- Windows will be provided for all offices, open office areas and public areas.
- Natural light (skylights or high windows) will be provided in the autopsy suite, the autopsy room and the recovery suite.
- HVAC design is critical. Air is to be 100% exhausted with no recirculation in the autopsy suite, the autopsy room, the recovery suite, refrigerated and freezer storage areas and the

laboratory. Autopsy and recovery spaces will have a minimum of twelve air changes per hour and be at negative pressure. Air will be filtered and exhausted off the roof away from human traffic. Local airflow will be used for autopsies and recovery to direct aerosols away from staff.

- Emergency utility backup systems will be provided, including emergency power. Additional electrical outlets will be installed in a selected location to provide power to mobile coroner or autopsy units in the event they are needed.
- Parking and vehicular staging areas must be provided for funeral home vans, delivery trucks and trailers as well as for official and personal vehicles. A dedicated parking apron should be provided for two TV satellite vans. A minimum of thirty standard parking spaces will be provided for public parking.

Although somewhat smaller, the Coroner's spaces in the new Sheriff's Building in Napa County provide an excellent example of the type of facilities desired by Stanislaus County.

## **Description of Services**

### **TECHNICAL APPROACH**

Crime Lab Design's goal is to provide optimal solutions through collaboration and creative planning that will bring your vision of a new Stanislaus County Coroner/ Public Administrator facility to a reality. Our approach to achieving this goal begins with collecting and assimilating information and data (i.e., current and future Medical Examiner programs and technology, operations, and usage of present facilities at all locations); building consensus with project stakeholders on issues of scope, budget, future growth, and schedule; and establishing ownership of responsibilities. We tour and photograph existing facilities, conduct educational review and discussion on forensic laboratory issues, conduct interviews, and review planning information and design concepts. Before final development and presentation of the Program document and subsequent services, we review with you the major elements of the Program (staff, space, building, site, and cost). This process results in criteria that influence the design and define requirements for site planning. It also allows you to proceed confidently into the facility design phase.

Our proposed key laboratory planning staff has extensive experience in the programming, planning, and design of a wide variety of laboratory environments, including major public labs across the country. We are also skilled in "diplomatic navigation" of the programming process, with formal training in facilitation and programming. We have successfully worked with hundreds of users to build consensus on many complex new, renovation, and master planning projects.

The following list of tasks is applicable to your project and involves an intense real-time programming process at the existing location.

Programming tasks include:

1. Analyze existing facility for utilization
2. Conduct problem-seeking (goals, facts, needs & concept) workshop
3. Interview users & administration
4. Establish space standards
5. Generate room type list
6. Diagram room types to confirm area

7. Determine number of each room type
8. List room performance specifications
9. Calculate building net & gross area
10. Diagram adjacencies & functional relationships
11. Describe mechanical, electrical, plumbing systems
12. Develop cost model for project

The following section describes each of these tasks and our findings in general as they relate to the project.

### ***1. Collect and review existing data***

Prior to a workshop session, the assessment team would distribute questionnaires and gather information regarding current and future staffing levels, functions performed, and facilities and instrumentation needs. We will ask user representatives to collect this information and provide it to Crime Lab Design at least one week before the start of the workshop.

### ***2. Conduct kick-off meetings***

A pre kick-off meeting is held at the existing site to start the workshop session with the design team and the client. The purpose of this meeting is for introductions and a quick tour of the facility to give Crime Lab Design a point of reference. Later an official kick-off meeting is held to build the spirit of cooperation between all of the key representatives.

During this meeting we would review the week's agenda and agree on a schedule according to the availability of the core group and their colleagues. Additional representatives are identified as necessary to meet with during the workshop and to gain their lessons learned and apply them to the programming process.

### ***3. Conduct a goals, objectives, facts, needs, and concept session***

General discussions occur with the core group and with their staff to establish the GOALS and OBJECTIVES for planning your new Crime Lab. The group identifies the FACTS and NEEDS of involved stakeholders for the project. The information collected helps us to develop CONCEPTS that lead to a successful project.

This process identifies both the qualitative (goals and objectives) and quantitative (facts and needs) information affecting the project. The framework is also comprehensive in the types of information necessary to develop and analyze a program for facilities. This technique also allows for a greater participation by stakeholders from all departments and fosters dialog, contributing to decision-making.

The workshop session takes place "on-the-spot" at your facilities putting participants at ease in their surroundings. Key programming team members are involved as facilitators and note takers. All information gathered pertains to the project as hand and is presented in written and/or graphic form back to the participants. This allows for accurate feedback and optimizes the period of time that the programming team has with the client.

### ***4. Review trends***

Crime Lab Design presents several case studies of newly programmed, planned, and designed facilities focusing on new industry trends.

### **5. *Tour existing facility***

The County conducts facility tours of the existing facility. While our team walks, we take notes, sketches, and photographs of the facility. To help determine what worked and what did not work for the users of the space, the design team takes note of the following:

- Ratio of linear feet of bench to equipment area to user
- Condition of casework and top material
- Equipment type, condition, and quantity
- Lab waste collection and disposal protocol
- Fume hood size, type, condition, and usage
- Safety equipment type and locations
- Identify space types
- Space density
- Percent of usable space compared to net square footage

### **6. *Interview users, administration, and additional focus groups***

Interviews provide yet another window into the way the staff use the facility today and what they may require to do their job in the future. All interviews try to draw out information with regard to:

- Goals—current and future
- Staff—current and future counts and positions
- Processes—critical performance factors
- Lab and room types—current and future
- Major instrumentation—current and future
- Environmental considerations—air, water, utilities
- Hazardous materials—use and waste stream
- Quality of life issues
- Functional relationships between laboratory groups
- Support spaces
- Laboratory configuration
- Laboratory MEP/FP systems

The interviews include meeting with lab administration, lab units, building support, environmental, health & safety, and operation & maintenance. As a direct result of these interviews, Crime Lab Design will produce Space Program and Bubble Diagrams.

### **7. *Establish space and equipment design criteria***

This part of the programming process becomes a living document; ever changing as information becomes available. As part of this document, you will find the critical architectural, mechanical, electrical, plumbing, fire protection, and information technology design criteria for the project.

A portion of this information is generated from the interviews and workshop meetings with the users. The intent of this information is to set the level of design expectation “performance criteria” for the new facility as it moves into and through the design and construction phase.

***8. Develop section diagrams, critical adjacencies, and stacking diagrams***

These diagrams indicate the physical relationships desired, basic criteria within the space, and floor. They are developed in real time with the users in the workshop session.

***9. Calculate square footages***

Usable areas are based on the items required to fit out the space by the users’ requests. Circulation factors vary based on the function of the space and the potential number of people circulating within the space. The grossing factor takes into account the additional space required to complete the building (i.e., stairs, toilets, hallways, etc). All square-foot areas and factors are developed using the elements requested by the user groups and industry standards.

***10. Develop organizational concepts and building plan concepts***

Organizational concepts are developed to help the users and the architect visualize the options for putting the building concepts together.

***11. Develop cost models***

Cost models occur by taking the gross square-footage area and multiplying it against industry and regional cost standards on a square-foot bases.

The costs are based on the function of the space including internal circulation and grossing factors. All costs presented are not established by a professional cost estimator and should be treated as a cost model not a cost estimate.

**Develop Site Master Plan for a New Coroner Crime Lab**

Concurrent with developing the Program, Crime Lab Design will develop a Master Plan for siting the proposed new Crime Lab on County-owned property that incorporates the considerations mentioned in the Program as well as other issues we determine appropriate and approved by the County.



## DRAFT PROJECT BUDGET

FIRST DRAFT  
CORONERS OFFICE

	DESCRIPTION	QUANTITY	UN	COST PER UNIT	BUDGET
	Services & Supplies				
62400	Misc Expenses	1	LS	\$2,500	\$ 2,500.00
62400	Owner Contingency	10% Non Construction Cost	%	10%	\$ 123,244.00
62600	Office Supplies	1	LS	\$7,500	\$ 7,500.00
62630	Outside Printing Services	1	LS	\$15,000	\$ 15,000.00
62730	Postage	1	LS	\$250	\$ 250.00
63000	Professional & Special Services	1	LS	\$5,000	\$ 5,000.00
63090	Accounting, & Finance	-	LS	\$0	\$ -
63110	Outside Auditing	-	LS	\$0	\$ -
63120	Programming	1	LS	\$75,000	\$ 75,000.00
63256	Contracts – Consultants	-	LS	\$5,000	\$ -
63400	Engineering Services	1	LS	\$5,000	\$ 5,000.00
63430	Other Design Consultants	1% Of Construction Cost		1%	\$ 41,315.46
63500	Security Services	-	LS	\$15,000	\$ -
63640	Legal Fees	1	LS	\$50,000	\$ 50,000.00
64100	Abatement & Demo Consultant	20% Of Site Clearing Costs	%	20%	\$ -
64150	Code Required Testing Firms	2% Of Construction Cost		2%	\$ 82,630.91
64200	Moving / Relocation Expenses	-	LS	\$35,000	\$ -
64210	Inspectors	2% Of Construction Cost		2%	\$ 82,630.91
64220	Arch & Engr Fees	12% Of Construction Cost		12%	\$ 495,785.48
64600	Construction Manager	5% Of Construction Cost		5%	\$ 206,577.28
64631	Geotechnical Services	1	LS	\$15,000	\$ 15,000.00
64720	Consulting Services	-	LS	\$10,000	\$ -
65000	Publications & Legal Notices	1	LS	\$10,000	\$ 10,000.00

65300	Rents & Leases	-	LS	\$5,000	\$-
65920	Meeting Allowance	-	LS	\$5,000	\$-
66020	Environmental Impact Reports	-	LS	\$5,000	\$-
66040	Abatement & Demolition	-	SF	\$10	\$-
66210	Building Permits	1	LS	\$10,000	\$10,000.00
67040	Other Travel Expenses	-	LS	\$5,000	\$-
67200	Infrastructure	1	LS	\$50,000	\$50,000.00
67230	Utility Connections	1	LS	\$50,000	\$50,000.00
	Subtotal Services And Supplies				\$1,327,434.05
73511	Govt Fund Bill Auditor	1	LS	\$1,500	\$1,500.00
73512	Govt Fund Bill Purchasing	1	LS	\$2,500	\$2,500.00
73580	PW Engineering Services	-	LS	\$0	\$-
74020	Long Distance Calls	-	LS	\$1,500	\$-
74030	Non Systems Charges	1	LS	\$5,000	\$5,000.00
74080	Central Services Printing	1	LS	\$15,000	\$15,000.00
74090	Quick Copy Services	1	LS	\$500	\$500.00
74100	Mail Room Postage Meter	1	LS	\$125	\$125.00
74110	Mail Room Services	1	LS	\$125	\$125.00
74130	Data Processing Services	1	LS	\$500	\$500.00
74190	Pickup & Delivery	1	LS	\$500	\$500.00
74370	Stores Office Supplies	1	LS	\$1,500	\$1,500.00
74790	Centrex Calls Costing	1	LS	\$1,000	\$1,000.00
	Subtotal				\$28,250.00
	Structures and Improvements				
80000	Land Costs	-	SF	\$100	\$-
80020	Site Clearing & Preparation	16,640	SF	\$2	\$33,280.00
80300	Emergency Power		KW	\$250	\$-

		1,000			250,000.00
80310	Construction	8,320	SF	\$250	\$ 2,080,000.00
80311	On Site Improvements	8,320	SF	\$15	\$ 124,800.00
80312	Sitework	8,320	SF	\$10	\$ 83,200.00
80315	Surveys	1	LS	\$5,000	\$ 5,000.00
80315	Surveys & Investigations	1	LS	\$25,000	\$ 25,000.00
80355	Signage & Graphics Design & Construction	8,320	SF	\$5	\$ 41,600.00
80570	Contingency	20% Of Construction Cost	%	20%	\$ 688,590.94
80610	Data & Communication	8,320	SF	\$10	\$ 83,200.00
80670	Art In Public Places		%	0%	\$ -
81000	Equipment	8,320	SF	\$50	\$ 416,000.00
82130	Office Equipment	8,320	SF	\$15	\$ 124,800.00
82570	Computer Equipment	8,320	SF	\$10	\$ 83,200.00
83990	Alarm / Security Systems	8,320	SF	\$10	\$ 83,200.00
84191	Fences	645	LF	\$15	\$ 9,674.71
	Subtotal Structures and Improvements				\$ 4,131,545.65
	Land Acquisition				\$ -
	Site Selection Real Estate Assessment & Legal Fees	-	LS	\$75,000	\$ -
	Subtotal Land Acquisition				\$ -
	<b>TOTAL EXPENDITURES</b>				\$ 5,487,229.70

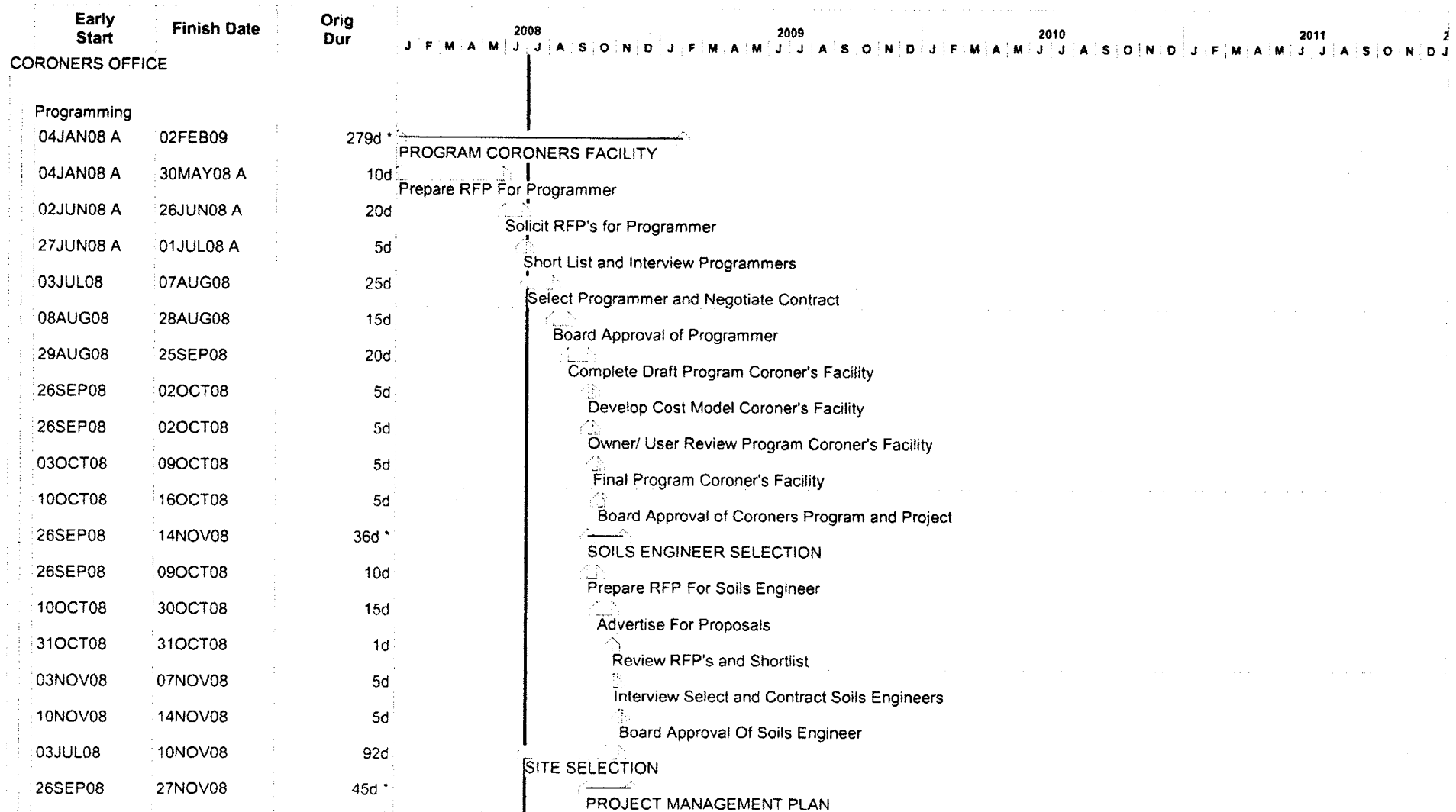
**APPENDIX B**  
**DRAFT PROJECT SCHEDULE**  
**(See attached)**

Coroner's Office  
DRAFT SCHEDULE

Print Date 18AUG08

Page No 1A Of 5A

Agreement Between Stanislaus County and Harley Ellis Devereux  
 dba Crime Lab Design for Programming Services for the  
 Coroner's Office/Public Administration



Start date 15OCT07  
 Finish date 16AUG12  
 Data date 03JUL08  
 Run date 18AUG08  
 Page number 1A  
 © Primavera Systems, Inc.

**Stanislaus County  
Capital Projects**

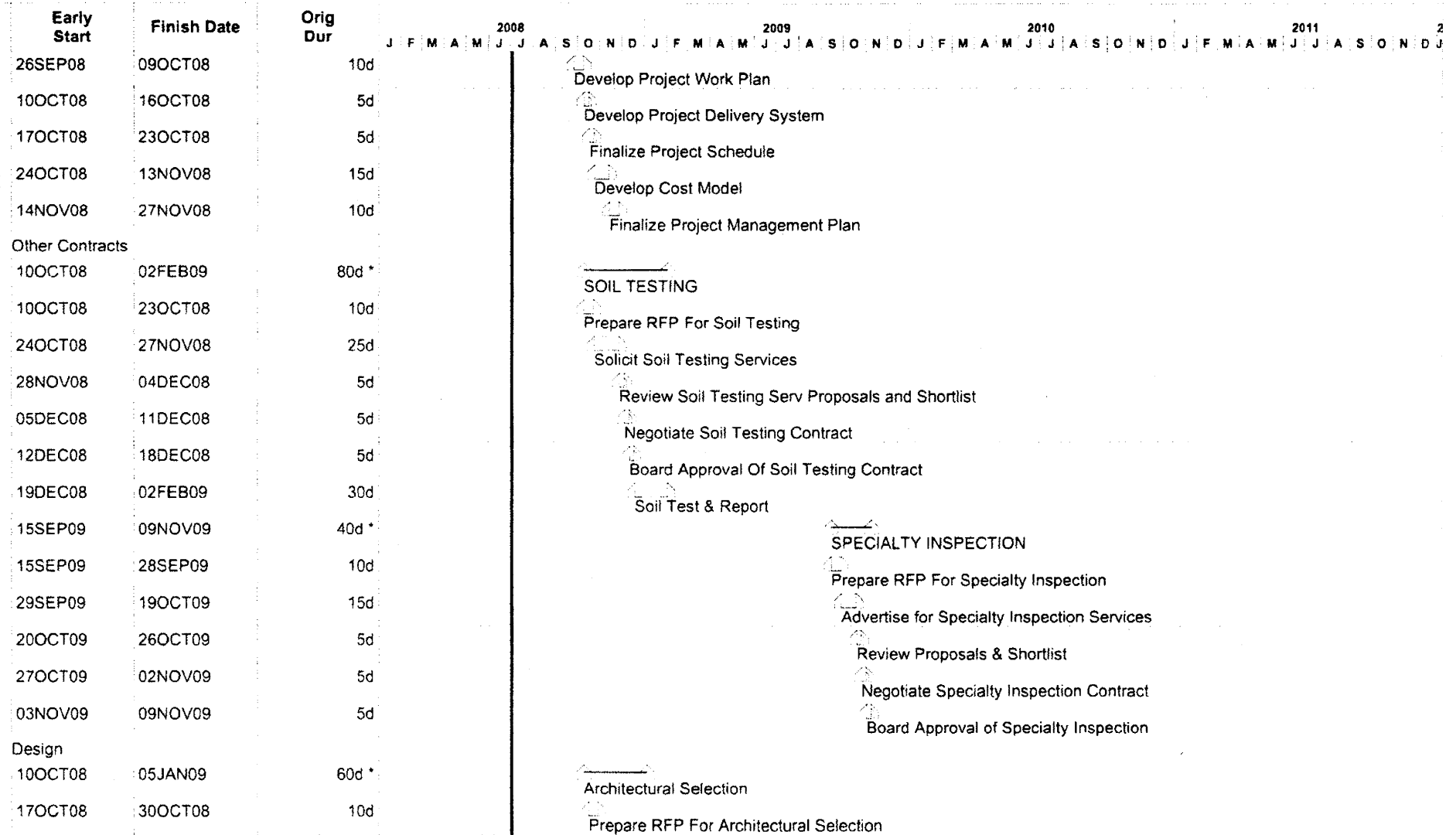
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- Progress bar
- Critical bar
- Summary bar
- ◇ Start milestone point
- ◇ Finish milestone point

Coroner's Office  
DRAFT SCHEDULE

Print Date 18AUG08

Page No 2A Of 5A

Agreement Between Stanislaus County and Harley Ellis Devereux  
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**Stanislaus County  
Capital Projects**

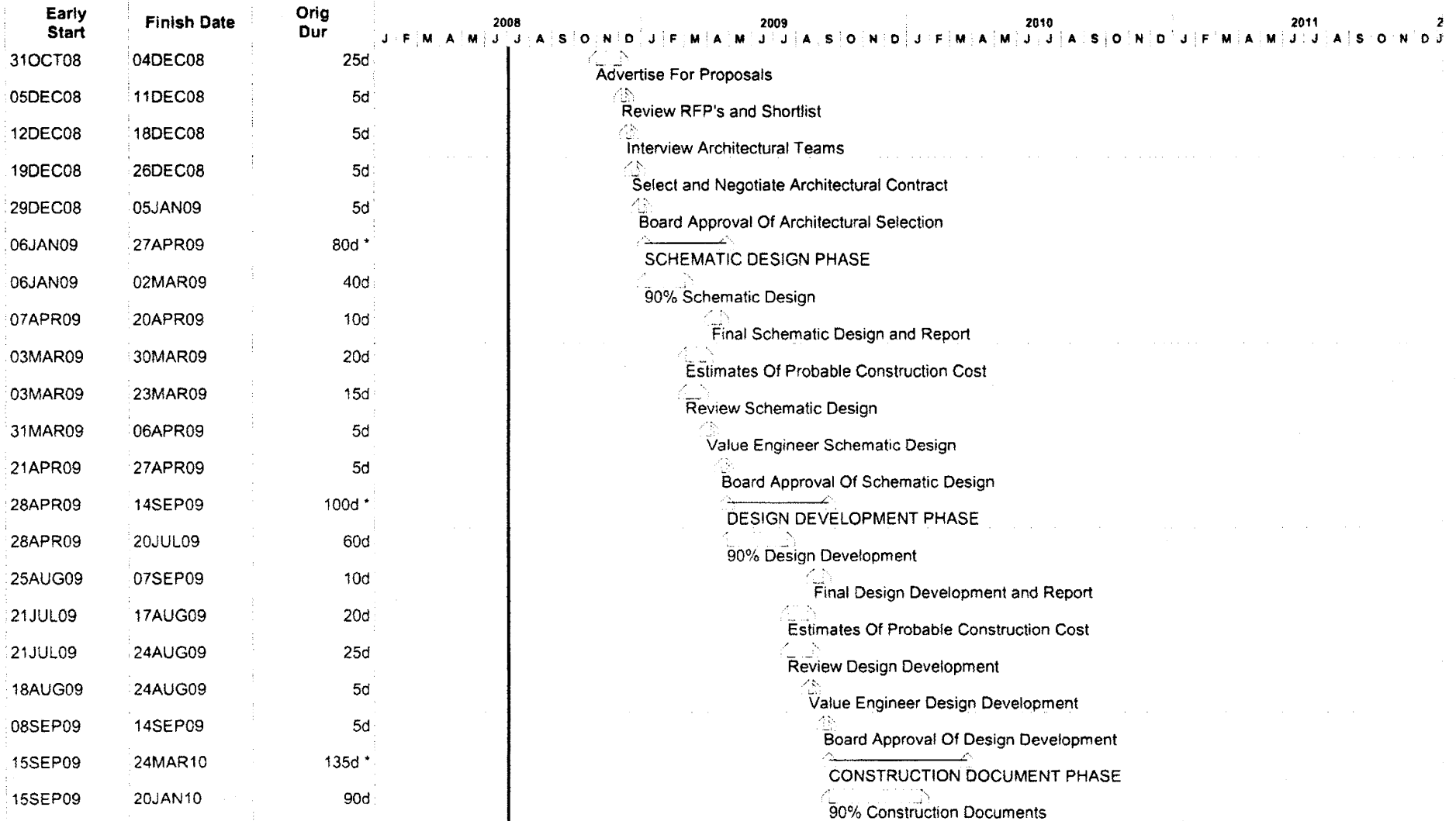
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Coroner's Office  
DRAFT SCHEDULE

Print Date 18AUG08

Page No 3A Of 5A

Agreement Between Stanislaus County and Harley Ellis Devereux  
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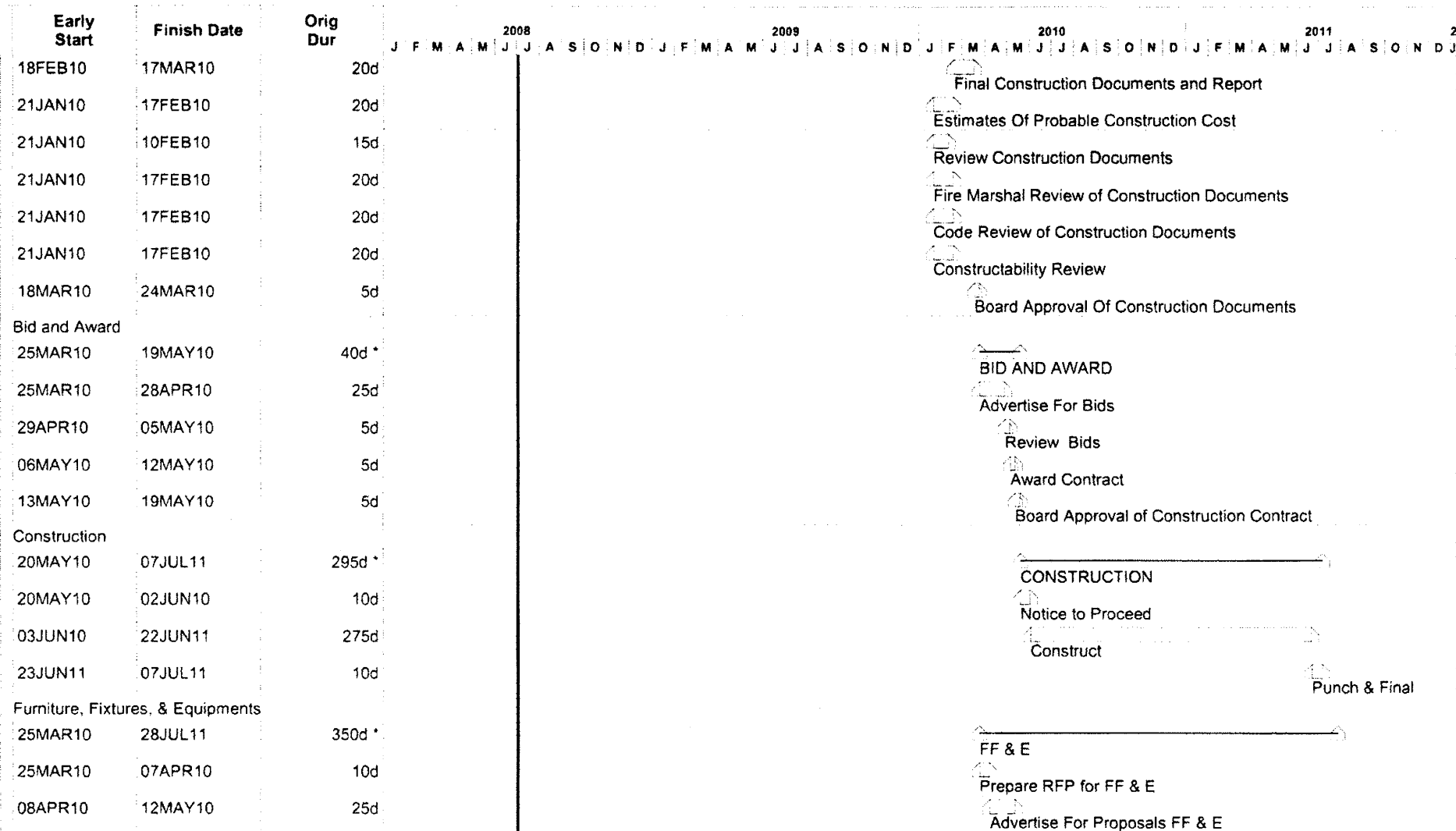
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 Run date 18AUG08  
 Page number 3A  
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**Stanislaus County  
Capital Projects**

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- Early start point
- Early finish point
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Print Date 18AUG08

Agreement Between Stanislaus County and Harley Ellis Devereux  
 dba Crime Lab Design for Programming Services for the  
 Coroner's Office/Public Administration



Start date 15OCT07  
 Finish date 16AUG12  
 Data date 03JUL08  
 Run date 18AUG08  
 Page number 4A

### Stanislaus County Capital Projects

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- Progress bar
- Critical bar
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- Start milestone point
- Finish milestone point





## APPENDIX C– COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 26, 2008 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and **Harley Ellis Devereaux dba Crime Lab Design, 1620 Fifth Street, Suite 100 San Diego, CA 92101**, for the provision of professional services (“**Services**”).

1. **COMPENSATION TO THE CONSULTANT.** Consultant shall be compensated on a lump sum basis for work performed completing each task or item of work under this agreement including all labor and other direct costs (ODC’s), not exceed to exceed the amount listed below unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect which is in excess of the contract limit, unless such payment is approved by the County as an **Additional Service**, as set forth below. The total compensation to the Consultant shall not exceed Seventy Five Thousand and no/100 Dollars (\$75,000).
2. **PAYMENT:**
  - 2.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Consultant for services rendered in an amount not to exceed the totals set forth in Section 5.
  - 2.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.
  - 2.3 When submitting invoices, Consultant shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Consultant’s progress to date, and that notwithstanding such percentages or the payment therefore, Consultant remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Consultant.
  - 2.4 Consultant shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Subconsultant and Consultant.
  - 2.5 Consultant and/or its Subconsultants shall not provide services to the Architect or any Consultants under separate agreement for any part of this Project.
3. **NOTICE TO PROCEED.** The Consultant shall not commence work until a Notice to Proceed is issued by the County. If the project is delayed or suspended beyond 30 days, termination may be mutually agreed to by the parties.
4. This agreement shall not be considered as giving exclusive authority to the Consultant for

performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.

5. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Consultant shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
6. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Architect, and the Architect's Sub consultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Project Director	\$ _____
Programmer / Planner	\$ _____
Landscape Architect	\$ _____
Project Architect	\$ _____
Mechanical	\$ _____
Electrical	\$ _____
Estimator	\$ _____
Travel Expenses	\$ _____ per visit

## APPENDIX D - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 26, 2008 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and **Harley Ellis Devereaux dba Crime Lab Design, 1620 Fifth Street Suite 100 San Diego, CA 92101**, (“**Consultant**”), for the provision of professional services (“**Services**”).

1. **Consultant’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Consultant shall furnish to County satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to County and with an insurance carrier satisfactory to County, authorized to do business in California and rated by A. M. Best & Company **A-** or better, financial category size **VII** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

- 1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than One Million Dollars (\$1,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

- 1.1 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence including coverage for owned, non-owned and hired vehicles.

- 1.2 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Bridging Architect’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Bridging Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

- 1.3 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than One Million Dollars (\$1,000,000) each claim, or (b) limits of not less than One Million Dollars (\$1,000,000) each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.

2. Insurance policies shall contain an endorsement containing the following terms:

2.1 Status of Stanislaus County as Additional Insured.

On Consultant's Commercial General Liability policy and Automobile Liability Policy, Stanislaus County, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Written notice of cancellation of the policies shall be mailed to County thirty (30) days in advance of the effective date thereof.

2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Bridging Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

2.7 If Consultant fails to maintain any required insurance, County may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX D**

Stanislaus Capital Projects  
825 12<sup>th</sup> Street, Modesto, CA 95354  
Phone: (209) 525-4380 Fax: (209) 525-4385

BOARD OF SUPERVISORS

**TRANSMITTAL**

**TO:** Mart Jaama  
Leland Saylor & Associates  
595 Market Street, Suite 400  
San Francisco, CA 94105

2010 FEB -5 A 10: 26

**SUBJECT:** STANISLAUS COUNTY CAPITAL PROJECTS  
**REFERENCE:** CORONER'S FACILITY

**DATE:** 2/05/10

We are sending you   x   attached    under separate cover the following material:

- |   |                                       |  |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings  | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications    |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans        | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints         | <input type="checkbox"/> Samples      | <input type="checkbox"/> Updates           |

COPIES	DATE	DESCRIPTION
1		<b>Fully Executed Work Authorization No. 3.</b>

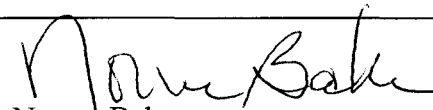
**REMARKS:**

For your files.

Item # B-5 August 26, 2008

**COPIES:** Patricia Hill Thomas  
Tom Flores, Auditor (orig. for Purchasing)  
Liz King, Clerk of the Board  
File AT 2.1.1 (022)  
File AT 5.6.2

**SIGNED:**

  
Norma Baker

**WORK AUTHORIZATION NO. 3**

**FOR ESTIMATING SERVICES**

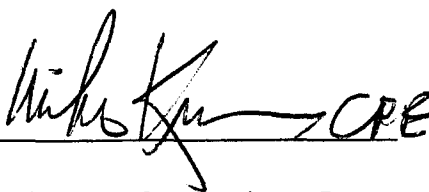
- 1 This Work Authorization is entered into as of January 26, 2010, in accordance with the terms and conditions of that agreement between Stanislaus County and Leland Saylor & Associates, Inc. dated April 22, 2008.
- 2 Description of Services: Provide On Call Estimating Services for the Coroner's Facility Program.
- 3 Period of Performance: January 26, 2010 through March 1, 2010 as directed by the County's Construction Manager.
- 4 NOT TO EXCEED: \$5,000.00
- 5 Funding Source(s): Coroner's Facility Project  
2057 / 0061128 / 64600
- 6 Board of Supervisors Approval Date: August 26, 2008; Board Agenda Item: B-5.

Dated: January 26, 2010



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Stanislaus County



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Leland Saylor & Associates, Inc.