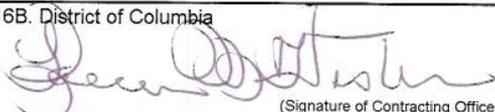


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1   3
2. Amendment/Modification Number DCFA-2008-R-0124-M001	3. Effective Date 27-Feb-08	4. Requisition/Purchase Request No.	5. Solicitation Caption Evidence Control & Storage Facility	
6. Issued By: Office of Contracting and Procurement Construction, Design and Building Renovation Group 441 4th Street NW, Suite 700S Washington, DC 20001 Attn: Karen Hester		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		(X)	9A. Amendment of Solicitation No. DCFA-2008-R-0124	
			9B. Dated (See Item 11) 2/27/2008	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
(X)	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.			
	C. This supplemental agreement is entered into pursuant to authority of: DCMR 27 2008.4 (a) (b) ©			
	D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
Solicitation No. DCFA-2008-R-0124-M001 is hereby amended as follows:				
1. Subsection B.4 Pricing Data: Delete Division 01 - General Requirements/General Conditions and Replace with General Conditions Including Supervision. Delete under Soft Costs: Project Management and Supervision.				
2. Subsection F.2 Deliverables: Insert F.2.7 The Contractor shall submit to the COTR the Design Deliverables specified in Attachment W				
3. Delete "I-J", "J-I", and "Total-Float" from G.15.2.4 and G.15.4.1. Additionally, change G.15.4.1 to G.15.3.1 and G.15.4.2 to G.15.3.2.				
4. Under G.15.2.2, Delete "Each field work activity shall have a maximum duration of 20 workdays." and Replace With "Each field work activity shall have a maximum duration of 15 workdays unless the District expressly authorizes exception. In assessing proposed exceptions, the District will take into account special attributes of work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Karen Hester		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			2/27/08	
		(Signature of Contracting Officer)		

5. Add the following to Subsection G.15.2:

**G.15.2.5** Costs Limits: Ensure that the level of detail of the Contractor's CPM shall be a function of complexity of work involved and activities shall have a value of less than \$10,000.00, unless the District expressly authorizes exception. In assessing proposed exceptions, the District will take into account special attributes of work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.

**G.15.2.6** Distribute Contract Price over activities (cost loading) Mobilization, bond and insurance costs may be indicated separately on individual activities; however, prorate other general requirement costs, such as overhead and profit, throughout activities. Divide each activity's cost loading into each of labor, material, and equipment where the Contractor desires to receive payment for uninstalled material delivered to the project site separate from labor and/or equipment expenditure on activities concerned.

6. Add Section G.15.5

**G.15.5** Float Time

**G.15.5.1** The Contractor shall manage work according to early start dates, by commencing activities on early start date (calculated by latest approved CPM) or earlier if possible, unless constrained by bona fide resource limitation. The District may reserve and apportion float time according to needs of project. Actual or projected District-caused delays that do not exceed available float time shall not have any effect upon Contractor's adherence to specified time constraints and shall not be a basis for time extension or additional compensation. The Contractor shall acknowledge that:

**G.15.5.1.1** Activity delays shall not automatically result in adjustment of specified time constraints;

**G.15.5.1.2** Change Order (modification or amendment of contract) or other District action or inaction may not affect existing critical activities or cause non-critical activities to become critical;

**G.15.5.1.3** Change Order or delay may result in only consuming part of available total float that may exist within activity chain of network, thereby not causing any effect on specified time constraints.

**G.15.5.2** Pursuant to above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity duration, or imposed dates shall be distributed by the District to benefit of the District and the Contractor.

**G.15.5.3** In the event the Contractor wishes to complete the work earlier than the time specified, the Contractor will not be entitled to any type of extended overhead or other compensation up to the contract completion date.

**G.15.5.4** **Requested Time Adjustment Schedule (RTAS)**

Updated Contract Schedules submitted by the Contractor shall not indicate completion date later than specified time constraints, subject to time extensions approved by District. If Contractor believes it is entitled to time

extension, submit to District, within deadlines set out herein and with each contemporaneous monthly update, separate schedule analysis entitled RTAS. Indicate, in said analysis, in addition to requirements of General Conditions, proposed adjustments in Contract Schedule which, in opinion of Contractor, should be made due to changes, delays or conditions occurring during past month or previously, or which are expected or contended by Contractor. Time-scale said analysis utilizing computer generated and computer drawn network. This paragraph shall not relieve the Contractor of its obligation to provide proper and timely separate written notice of impacts to schedule. The Contractor acknowledges that its preparation of RTASs is not extra work to Contract and preparation by Contractor of RTASs shall not be cause for Contractor to receive any additional time for performance of work or additional compensation.

**G.15.5.5 Extended Overhead Cost**

Extended overhead cost shall be cost incurred by the Contractor in the event the contract time is extended beyond the completion date set for entire work, and District-caused time extension is sole-and-controlling cause of such extension. Only costs incurred by the Contractor on the project work site are eligible to be classified as extended overhead costs, and only if the Contractor satisfies pertinent requirements set out in this specification. Such costs is limited to direct daily costs associated with temporary facilities on project site and supervision assigned full-time to the project site. Actual or alleged off-site costs associated with time extensions shall be deemed fully compensated by percentage mark-ups in Change Orders, if any, or as negotiated between parties.

**7. Section J, List of Attachments add the following:**

V: Community Outreach Program for Filing Citizens Complaints, January 16, 2004  
W: Design Deliverables  
X: Auction Process

**8. Section L.5.1.2 Section: Contractor's Management Plan for Design and Construction**

1.C. Schedule delete "18 months from NTE" insert "540 calendar from NTP or sooner"  
Delete the last sentence "The schedule should be comprehensive, practical, and achievable"

**9. Section M.1.1 Evaluation procedures - Insert**

30 points for Criteria 1  
20 points for Criteria 2  
20 points for Criteria 3  
10 points for Criteria 4

**9. The following documents are provided:**

Attachment A - Standard Contract Provisions;  
Attachment S - Evidence Control System June 2007 Report;  
Attachment T - McClaren Wilson & Lawrie Report;  
Attachment U - Proposed Site Map;  
Attachment V - Community Outreach Program for filing Citizens Complaints January 16, 2004;  
Attachment W - Design Deliverables

Government of the District of Columbia

# **STANDARD CONTRACT PROVISIONS**

For Use With  
Specifications for  
District of Columbia Government  
Construction Projects  
(Revised January 2007)



PLEASE RETAIN FOR YOUR REFERENCE

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**(Construction)**

**ARTICLE 1. QUALIFICATIONS OF BIDDERS**—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

**ARTICLE 2. BID DOCUMENTS**—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

**ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK**—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

**ARTICLE 4. PREPARATION FOR BIDS**—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM. All corrections on the bid documents must be initialed by the person signing the bid form.

**ARTICLE 5. ERROR IN BIDS**—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

**ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT**—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

**ARTICLE 7. ADDENDA AND INTERPRETATIONS**—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid.. All addenda issued shall become part of the bid and contract documents. -

**ARTICLE 8. ALTERNATE BIDS**—Alternate bids will not be considered unless called for in the Bid Form.

**ARTICLE 9. BIDS FOR ALL OR PART**—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

**ARTICLE 10. PRICE SCHEDULE INTERPRETATION**—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

**ARTICLE 11. CORRECTIONS**—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

#### **ARTICLE 12. BOND REQUIREMENTS**

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

**B. PERFORMANCE BOND**—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

**C. PAYMENT BOND**— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

**D. BOND SOURCE**—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

**ARTICLE 13. SIGNATURE TO BIDS**—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes. of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

**ARTICLE 14. MARKING AND MAILING BIDS**—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

**ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS**—Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt. at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

**ARTICLE 16. WITHDRAWAL OF BIDS**—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**ARTICLE 17. OPENING OF BIDS**—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

**ARTICLE 18. AWARD OR REJECTION**—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4<sup>th</sup> St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

**ARTICLE 19. CANCELLATION OF AWARDS**—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

**ARTICLE 20. CONTRACT AND BOND**—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS  
(Construction Contract)**

**ARTICLE 1. DEFINITIONS**

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

**ARTICLE 2. SPECIFICATIONS AND DRAWINGS**—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

### ARTICLE 3. CHANGES

**A. DESIGNATED CHANGE ORDERS**—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

**B. OTHER CHANGE ORDERS**—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

**C. GENERAL REQUIREMENTS**—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

**D. CHANGE ORDER BREAKDOWN**—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

#### **ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS**

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

*Differing Site Conditions:*

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

*Suspension of Work Ordered by the Contracting Officer:*

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contract of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

*Significant Changes in the Character of Work:*

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term “significant change” shall be construed to apply only to the following circumstances:
  - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

**ARTICLE 5. TERMINATION-DELAYS**—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor’s right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor’s right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor’s right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor’s right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

#### **ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT**

- A.** The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
  - 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
  - 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
  - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 4. Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - 5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
  - 6. Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer
    - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
    - b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
  - 7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
    - a. Shall not be required to extend credit to any purchaser, and

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
  - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
- 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
- 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

**D.** Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

**E.** In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

**1.** With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

**a.** The cost of such work;

**b.** The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and

**c.** A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

**2.** The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
  2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
  2. any claim which the District may have against the Contractor in connection with the Contract; and
  3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

## ARTICLE 7. DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

"Claim", as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

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(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and
- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and

will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

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### C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**ARTICLE 8. PAYMENTS TO CONTRACTOR**—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

**ARTICLE 9. TRANSFER OR ASSIGNMENT**—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

**ARTICLE 10. MATERIAL AND WORKMANSHIP**

- A. **GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials “as is” with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL**—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS-** All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

**ARTICLE 11. INSPECTION AND ACCEPTANCE**—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

**ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR**—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

**ARTICLE 13. PERMITS AND RESPONSIBILITIES**—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

**ARTICLE 14. INDEMNIFICATION**—The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

**ARTICLE 15. PROTECTION AGAINST TRESPASS**—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

**ARTICLE 16. CONDITIONS AFFECTING THE WORK**

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

**ARTICLE 17. OTHER CONTRACTS**—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

**ARTICLE 18. PATENT INDEMNITY**—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

**ARTICLE 19. ADDITIONAL BOND SECURITY**—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

**ARTICLE 20. COVENANT AGAINST CONTINGENT FEES**—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 21. APPOINTMENT OF ATTORNEY**—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

**ARTICLE 22. DISTRICT EMPLOYEES NOT TO BENEFIT** — Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**ARTICLE 23. WAIVER**—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

#### **ARTICLE 24. BUY AMERICAN**

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—“Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed on-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

#### **ARTICLE 25. TAXES**

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer’s Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser’s certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor’s Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

**ARTICLE 26. SUSPENSION OF WORK**—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## **ARTICLE 27. SAFETY PROGRAM**

- A. GENERAL**—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

*(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)*

**B. CONTRACTOR'S PROGRAM SUBMISSION**—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

**ARTICLE 28. RETENTION OF RECORDS**—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

**LABOR PROVISIONS  
(Construction Contract)**

**ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7)** —Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

**A. MINIMUM WAGES—**

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause; regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**B. WITHHOLDING.**—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**C. PAYROLLS AND BASIC RECORDS. —**

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section I(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

**ARTICLE 2. CONVICT LABOR (18 USC 438)**—Convict labor shall not be used on Contract work unless otherwise provided by law.

### ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, 0. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
    - a. The availability of training opportunities for first year apprentices;
    - b. The hazardous nature of the work for beginning workers;
    - c. Excessive unemployment of apprentices in their second and subsequent years of training.
  2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, 0. C. Department of Labor.
  3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
  4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, AC] 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

“All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.” 25 D.C. Register 6991.

#### **ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)**

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition. of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

**ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c)** - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled “Weekly Statement of Compliance” (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

**D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—**

Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
  - a. The deduction is not otherwise prohibited by law;
  - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
  - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
  - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.
10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

**E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL**—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
  - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
  - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction serves the convenience and interest of the employee.

**F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL**—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS**—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

**H. PROHIBITED PAYROLL DEDUCTIONS**—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

- I. METHODS OF PAYMENT OF WAGES**—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

**ARTICLE 6. RESERVED**

**ARTICLE 7. NONSEGREGATED FACILITIES**—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA  
WEEKLY STATEMENT OF COMPLIANCE  
(Construction)**

Project No. Invitation No.	Contract No.	Date
<b>WAGES AND HOURS</b>		
	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or Subcontractor) on the \_\_\_\_\_ (Building or Work)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, all persons employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_  
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 USC 276c), and described below:

(2) That any payroll otherwise under the Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

**NOTE—Fringe Benefits Statement and Signature Block are on reverse.**

Form No. DC 2640-11



RECEIVED

SEP 25 2007

# Metropolitan Police Department

Evidence Control  
Branch

Review and  
Assessment



June, 2007

Conducted by  
Evidence Control Systems, Inc.  
Burbank, California

## REVIEW AND ASSESSMENT TEAM INTRODUCTION

### ***Review & Assessment Team***

#### ***Joseph T. Latta***

Mr. Latta is both the President of Evidence Control Systems and the Executive Director of the International Association for Property and Evidence, Inc. Joe Latta retired as a Lieutenant from the Burbank Police Department after more than thirty-one years of service as a police officer, sergeant, and lieutenant. A graduate of the 146th Session of the F.B.I. National Academy, Mr. Latta holds an M.S. degree in Public Administration. During his studies at the California Police Command College, Mr. Latta researched and wrote about Police Property and Evidence operations projected ten years into the future. He has been the primary instructor in more than 400 classes in the U.S. and Canada on the topic of Property and Evidence Management. Additionally, as the President of E.C.S., Inc. Mr. Latta has conducted numerous audits of police property sections for small, medium, and large departments. Joe Latta serves as a consultant to facilities planners and architects who are designing new police facilities and property/evidence rooms.

#### ***William P. Kiley***

Bill Kiley is a retired Deputy Chief from the Suffolk County (N.Y.) Police Department where his final assignments in his thirty year career were Deputy Chief of Detectives and Deputy Chief of Support Services. Mr. Kiley is the current President of the International Association for Property and Evidence, Inc. as well as President of Kiley Associates, LLC and Online Learning Consultant Company. A retired Colonel from the U.S. Army Reserves, Kiley holds M.S. degrees in Criminal Justice and in Educational Technology. In 1986, Bill Kiley attended the FBI National Academy and in 1988 the Senior Management Institute for Police. A past President of the New York State and Eastern Canada Chapter of the FBI National Academy Associates (FBINAA), Kiley is also a lifetime member of the International Association of Chiefs of Police (IACP), the American Society for Industrial Security (ASIS), and numerous professional organizations.

## CHAPTER 5

### Movement to New Evidence Control Branch Facility

#### **5.1.0 Review of Proposed Evidence Control Branch Facility**

As a part of the review process, Evidence Control Systems, Inc. was tasked to evaluate the Program and Test Fit Approval document dated (March 21, 2007) for the proposed property and evidence building at 225 Virginia, Washington, D.C.

The review noted that evidence storage had been allocated space on SK-045 which is on the second floor (approximately 18,500 square feet) and SK-46 which is on the third floor (which is approximately 21,500 square feet).

The property and evidence function is one of the most labor-intensive units within a law enforcement agency due to the necessity to constantly move objects into and out of the facility.

The nature of evidence can be a large screen plasma television, a double door freezer, a bicycle or a piece of trace evidence that is so small that it can be stored in a tiny envelope. The methods of movement, within the warehouse, of these multi-sized items can necessitate the use of forklifts, pallet jacks and/or hand carts. In the design of any evidence warehouse, all efforts must be taken to minimize the number of multi-level trips required to store and/or retrieve evidence. The planners for the new warehouse should design it so that the Evidence Control Branch is located on the level of the facility where the most traffic is generated.

The ideal scenario for any property and evidence warehouse, whether a brand new building or one that is renovated, is to have a layout design that ensures that maximum work flow efficiency and a minimum of vertical storage, i.e. one floor of the facility to another floor, thereby requiring the least amount of staffing to accomplish the required tasks.

#### **5.1.1 General Considerations and Observations**

Within the current Metropolitan Police Department Evidence Control Branch, the element of storage design that results in a significant labor cost is the vertical storage of evidence. Evidence Control Branch staff must move items from one floor of the facility to another floor approximately 80 to 90 percent of the time. This procedure translates into hundreds of trips using either the freight elevator or the mechanical ramp to store or retrieve evidence. Whether an item is needed for the lab, for court, for an investigator or for release/destruction, a staff member must take the time to go up and down the floors of the warehouse. Based upon the current warehouse layout, if a crack pipe is needed for court, an Evidence Control Branch staff member must leave the first floor, get the freight elevator, and go to the fourth to retrieve the item and then bring it back to the first floor.

Consider how much more efficient that procedure would be if all items were stored on one floor.

E.C.S. is cognizant of the fact that there are many branches, commands and stakeholders in the planning process for the new facility on Virginia Avenue. All of the occupants of the new facility want to be on the ground floor level for easy access and most can articulate a valid reason for this request. However, planners must consider what tenants in the new facility will have to move heavy objects into and throughout the facility on a day-to-day basis. It does not make operational sense to place commands like the Equipment and Supplies Branch or the Evidence Control Branch on upper floors when large, bulky items are moved into and out of their space everyday.

Therefore, the current plan of placing the Evidence Control Branch on the second and third floor of the new facility must be reconsidered. By not providing the E.C.B. the bulk of the available space on the first floor, the Metropolitan Police Department is creating a situation that will result in many years of increased staffing costs due to the labor requirements for the daily tasks of the Evidence Control Branch. Unless the plan is modified, it is projected that labor costs may double or triple in the years to come.

#### Recommendation:

After reviewing all of the various options, E.C.S. strongly suggests that the first floor (SK-043) be the primary storage area for evidence. Additionally, as already planned, the Evidence Control Branch should have the SK-045 for the long term storage of evidence that is related to homicides, violent assaults, and sexual assaults. It should be noted that initially we considered the feasibility of using the top floor of the facility (SK048) for the long term storage of evidence; however, that floor would only provide 10,000 square feet of available space. There was some thought of using the top floor SK-048 for the very long term items, but the fifth floor may only have 10,000 square feet available. (Note: Should the Metropolitan Police Department consider placing the new Crime Laboratory in the Virginia Avenue facility (as recommended in this report), by placing the laboratory on the top floor there is much easier and most cost efficient opportunity for necessary venting of fuming hoods, etc.)

Based upon the requirements of the City of Washington Code and the recently enacted Millicent Allewelt Law, the Metropolitan Police Department has and will continue to have large quantities of evidence in long term storage. This evidence is not the type of evidence that will be frequently accessed nor will it be disposed of for quite some time. Therefore, placing this type of evidence on an upper floor of the facility makes logical sense and provides for efficiency in the Evidence Control Branch operations. Conversely, having to store evidence that is likely to be purged within a year or two on an upper floor only creates a process flow that requires additional staffing hours and is inefficient. With the proper shelving and fixtures on the 1<sup>st</sup> floor and 2<sup>nd</sup> floor or the 1<sup>st</sup> and 3<sup>rd</sup> of the Virginia Avenue facility, the allocated space may accommodate the existing inventory. However, unless there is a substantial increase in the level of staffing within the Evidence Control Branch, i.e. staff necessary to research, purge and dispose of evidence, this new

facility will not be able to accommodate the future needs of the department. Interviews with Lt. Gray and his staff indicate that there is a five to one ratio of intake versus removed evidence.

The planners of the layout for the new Virginia Avenue facility should design the space for the Evidence Control Branch so that the storage of narcotics, firearms and currency is in the most transparent part of the Branch's operational space. These three categories of evidence are the most frequent targets of theft within property rooms throughout the United States. One needs only to view the current location of the narcotics vault of the Evidence Control Branch to realize just how obscure, vulnerable and out of sight it is. Therefore, E.C.S. recommends that the storage areas for currency, narcotics and firearms be adjacent to and visible from the Evidence Control Branch administrative/office space in the new facility.



### **5.1.2 Loading Dock Requirements**

The present architectural drawings for the new Virginia Avenue facility suggest that both the Evidence Control Branch and the Equipment and Supplies Branch would be required to intake evidence and supplies via a single vehicle bay/loading dock and then these items would be moved to the freight elevator and vertically moved to the appropriate floor for storage. As currently designed, this movement of evidence would necessitate it going from the loading dock through a circuitous route that uses corridors and common work space; areas that are not designed to insure the security of evidence.

In the current Evidence Control Branch warehouse, the Evidence Control Branch shares three loading bays with the Equipment and Supplies Branch. At the present time, E.C.B. and Supplies are sharing three bays, while the new design is showing one bay for shared use. The new facility plan reduces the number of loading bays for both branches to one.



When the Evidence Control Branch is staging evidence for destruction, auction and/or removal, it frequently is moved in large containers to the loading dock where it is placed into vehicles for transport to DEA, to a smelting foundry, to a land fill, etc. There is a need for security in and around the loading dock area when the aforementioned items are being staged for transportation. The E.C.B. should have a locked vestibule for the staging of narcotics and firearms that are being readied for transportation to a destruction site. The present plan for the loading dock at the Virginia Avenue facility is woefully inadequate. Additionally, it is questionable regarding the



safeguarding of evidence during movement and staging evidence for destruction, auction or removal. As currently planned, the result may be the commingling of evidence and departmental supplies in the intake and/or storage process and during the routine movement within the facility. Such a practice would violate the principals of sound evidence management.

The movement of evidence within the facility must be accomplished in a secure environment such that the integrity of the items or access to the items can withstand challenges by defense attorneys in court. Therefore, the design of the processing of evidence into and out of the loading dock area should enable the U.S. Attorney's Office to rebuff any challenge during a hearing and/or trial by being able to demonstrate that no other Metropolitan Police Department branch, i.e. aside from the Evidence Control Branch, had access to the closed environment in which evidence is stored and moved within the building. The shared freight elevator, common loading dock and necessity to transport evidence through the hallways of the facility are unacceptable.

Lastly, based upon our interview with Mr. Michael Gee, Manager of the Equipment and Supplies Branch, his unit has deliveries from suppliers that arrive at the warehouse on a daily basis. Should a delivery be taking place when a truck containing evidence from the Districts, the DEA Lab, the courts, etc. arrives at the Evidence Control Branch warehouse, the truck will have to wait until the loading dock is available. This is both a security concern as well as a waste of precious staffing hours.

**Recommendation:**

The design of the loading dock, elevator system and corridors leading to the evidence storage areas must be focused on security, site lines and adjacencies to the various storage areas. These areas shouldn't be shared with other users of the building to insure the integrity of the evidence and the safety of the employees.



The Evidence Control Branch loading dock must be able to accommodate at least a large truck in a secure, locked environment and where the activities of the Evidence Control Branch are not visible to any other work groups or to the public.

Ideally, the evidence should be moved from the enclosed bay into a closed mantrap that can only be opened when the exterior door of the loading dock area is closed. If properly designed, the mantrap can be used for staging of evidence for destruction that is scheduled to be transported to another site or to stage items going to auction.



Closed  
Mantrap

The freight elevator should be located in an area that is within the confines of the Evidence Control Branch to ensure that non- E.C.B. employees do not compromise evidence on the elevators.

Additionally, within the suggested closed loading dock/bay should be an area that houses trash dumpsters and or trash compactors. All evidence that is to be destroyed must remain in a secure area to ensure the items are in fact destroyed and not pilfered from the trash by people passing by.



In order to provide a level of transparency and oversight, it is recommended that elevator doors and the area where items are staged for destruction be observable from the routine Evidence Control Branch area. The intention of this recommendation is to reduce the risk of illegal activity.

### ***5.1.3 General Public and Metropolitan Police Department Personnel Access to Evidence Control Branch Release Counters***

Another consideration in the design and layout of the new Virginia Avenue Facility is the release of property to citizens who come to the Evidence Control Branch to claim items and the release of evidence to officers and investigators for court, the lab, etc. In reviewing the current blueprints and drawings, it appears that the general public would be required to traverse different floors of the building or possibly even have to walk through secure, interior portions of the facility in order to get to the property release point. Also, based upon the present plan there appears to be a second option that would require the Evidence Control Branch staff to go to upper floors of the facility to get property for release to a citizen or a Metropolitan Police Department employee. As noted earlier in this report, every trip from one floor to another floor to get property or evidence is time consuming and it takes away from other duties. There may be a requirement to assign someone to the release counter on a fulltime basis.

In addition to the operational and efficiency concerns, the current plans for a release area also increase the risk of safety and security to Metropolitan Police Department employees. Frequently, individuals who respond to retrieve property are defendants who have just been released on bail or individuals with extensive criminal records. Does the department really want these types of individuals walking the corridors of a police facility? Does the department want a person who is out on bail getting into the same elevator that is used by undercover officers or possibly having a situation where an arresting officer and a defendant may meet in the elevator?

Recommendation:

The location for the release of property to the public optimally belongs on the ground floor where a sidewalk accessible vestibule and a release counter are controlled by Evidence Control Branch employees and easily navigable for the public. The entrance to this release area should be on the Virginia Avenue side of the new facility. Once the citizen enters the secured vestibule (Public Release Vestibule), the E.C.B. employees can assess if the person has business that would require access to the release counter area. If so, access is approved and the citizen is allowed into the inner counter area.

The photo below provides a view of the release counter and the vestibule/front entrance from the point of view of an Evidence Control Branch employee within the office. All of the glass that is seen in these photos is bullet proof glass and there is a release mechanism that is also bullet proof.



Photo Outside



Photo Public Release Vestibule



Photo Public Release

The photo to the right demonstrates a release counter that has been modified so that the police officer release counter is immediately adjacent to the public release counter, i.e. a split-counter. However, there is a barrier between the two areas so that the public cannot see the officers and thereby enhance safety for the officers and for the Evidence Control Branch staff.



Photo Split Counter - Officer

Another option is to have a completely separate area for the release of evidence to Metropolitan Police Department officers. The adjacent photo demonstrates such an area. This design is to ensure that undercover officers are never in the presence of the public



Photo Officer  
Release

E.C.S. recommends that the department consider constructing a small, secure office that is immediately adjacent to the vestibule of the release area. By having such a room, citizens can be permitted access by Metropolitan Police Department investigative personnel for the purposes of viewing evidence and then providing a written deposition. This procedure reduces the amount of evidence that must be signed out to a detective, taken to a district location where the victim/owner views property and then the property is returned to the Evidence Control Branch.

#### **5.1.4 Work Area Requirements within the Evidence Control Branch**

As identified previously in this report, E.C.S. has observed that the current staffing level within the Evidence Control Branch is significantly below other police departments of similar size. E.C.S. recommends that the Metropolitan Police Department increase the number of employees assigned to the Evidence Control Branch. In planning for the office/administrative space requirements for the new Evidence Control Branch facility, that projection should be predicated upon the increased staffing levels. In addition to general storage areas, there is a space requirement for such functions as: employee work stations, public release counter, officer release counter, property viewing room, etc.

While there is no accurate data regarding the current inventory within the Evidence Control Branch, several of the property officers/custodians advised that for every five items received they dispose of only one. This continual imbalance of intake v. disposed items has resulted in the current storage space situation within the Branch.

#### **Recommendation:**

The Evidence Control Branch is broken up into a variety of components that need specific work areas dependent upon their various tasks and duties. The following areas need to be considered in the development of the new facility and the type of work that is performed:

Note: On the first floor (SK 043) there is an elevated platform of approximately 5,000 square feet that overlooks the main floor. E.C.S. suggests that the elevated area be enclosed and utilized as the primary administrative/clerical office area. Additionally, this office area would be in close proximity to a designated area that could be used for the property and evidence release area, i.e. the release counter for the general public and the release counter for Metropolitan Police Department officers. (Specific suggestions regarding the release area have been previously addressed in this report.)

Within the elevated platform space that is suggested for an administrative/clerical area there is sufficient space for the construction of either the Evidence Control Branch drug vault or the secure firearms storage area. (Note: Depending upon the inventory of narcotics and firearms at the time of the move, it is conceivable that both of these vaults may fit within the area. However, if the inventory is not substantially reduced, the Evidence Control Branch may only be able to get one vault within the elevated platform area.) Firearms, currency and narcotics should always be stored within the most secure area of the Evidence Control Branch. By placing the drug vault and the firearms within the office area, two of the most critical categories of items stored by the M.P.D. would be in close proximity to the Branch Manager and supervisors who would have visual observation of these storage areas on a continual basis.

### Clerical Staff

The clerical staff must have sufficient work-stations that are adjacent to both the release areas and in close proximity to the warehouse. The photograph to the right (clerical staff) represents the preferred option for this described area. The illustrated work stations are for a department in Southern California with only 400 officers.



Clerical Staff

### Work Areas Intake

When evidence is received it is recommended that work station(s) be designed in a manner that incoming evidence is removed from the transporting vehicles / lockers and placed in an incoming staging area (counter). The two photos illustrate several different options. One is designed for standing while the other allows sitting. The area needs to be contiguous to the intake doors.



Work Areas  
Intake 1



Work Areas  
Intake 2

The counters need sufficient depth and length to allow the items to be processed and not commingled with other evidence. In the case of the Evidence Control Branch, the counter could easily be 20-30 feet long.

Both of the illustrated counters (see photos) have been fabricated with stainless steel for the protection of the counter and most important the ability to sanitize after use.



Work Areas  
Intake 3

#### Work Space – Firearms

The design of the firearms intake / inspection area should be comprised of workstations similar to the clerical space shown above as well as having work counters.

Each person assigned to the station should have an individual work-space (desk) and an area to process firearms such as the ones illustrated above. The processing area, which is within the firearms vault, could be utilized for both the receipt and the staging of firearms for destruction. Additionally, video monitoring cameras should be installed within this area, thereby enabling the Evidence Control Branch manager to view activities in the vault.



Work Areas  
Firearms or Narcotics  
Intake and Disposal

#### Work Space – Narcotics

As with the recommendation for firearms, the design of the narcotics storage area should include workstations with individual work space for each person assigned to the narcotics area, similar to the clerical space shown above, for the intake and initial phases of the destruction process. However, the narcotics work stations should not be within the narcotics vault due to the fumes and odors from the narcotics. If possible, a caged area, immediately adjacent to the narcotics storage room, should be constructed. Within this caged area, Evidence Control Branch staff can process drugs being booked into the unit as well as using this space for the preparation of the destruction of narcotics. Additionally, video monitoring cameras should be installed within this area, thereby enabling the Evidence Control Branch manager to view activities in the vault.

Ventilation – Any designed storage area for narcotics must be properly ventilated to insure the environment is safe for employees. Newly designed narcotics vaults should be engineered with an adequate ventilation system that places the room under negative pressure with at least 10 – 12 CPH (changes per hour). All of the ventilated air must be exhausted from the building.

### Work Space – Currency

Within the new Evidence Control Branch facility, it is recommended that there be a currency counting room that is immediately adjacent to the currency vault. It is further suggested that there be ceiling mounted video cameras that are positioned as to validate the count of the currency, to provide for digital documentation of the count, and to serve as an additional internal control.



### Property / Evidence for Destruction

Purging and disposition of property and evidence is a major and continuous task of the Evidence Control Branch. In designing the new Branch facility, E.C.S. recommends that space be allocated in an area that is adjacent to the Branch's loading dock. Within this securable cage/room, Evidence Control Branch staff will complete the initial steps in preparing items for disposition. Therefore, there is a need for ample work space within which the staff will examine the items to determine if they are to be destroyed, auctioned or possibly diverted for Metropolitan Police Department use. Immediately next to the work counters should be bins that are designated for items to be destroyed. Either the bins need to be able to be secured with a lock or the bins should be stored within a secured area of the Evidence Control Branch. The reason for this level of security is to insure that there is minimal possibility of theft or pilferage. In our work throughout the country, E.C.S. has become aware of many situations that have led to arrests, embarrassment to departments, etc. related to the theft of items that had been identified for destruction.



Work Areas  
Disposal Area

When planners are designing the aforementioned destruction preparation area, they should allocate sufficient space for at least two (2) staff members who would have a fulltime responsibility of preparing items for destruction. Given the quantity of property and evidence that is destroyed by the Metropolitan Police Department there are all kinds of materials that are purged. A sizeable portion of these materials may be candidates for a recycling program. In fact, some local law enforcement agencies are now defining areas within the destruction area for sorting items that may be recycled. The photo to the right shows a department in Canada that sorts most of its property /



Work Areas  
Disposal Area-  
Recycle

evidence that is being destroyed. The bins are labeled for batteries, pagers, cell phones, eyeglasses, license plates, soda cans, etc. While this concept is laudable, E.C.S. also notes that this is a staff intensive task and, in a department that already has an inadequate level of staffing within the Evidence Control Branch, this concept is merely submitted for consideration by the Metropolitan Police Department.

#### Work Space – Evidence for Auction

An operation the size of the Metropolitan Police Department's Evidence Control Branch generates a huge amount of property that can be auctioned. The present M.P.D. auction process with a private auction company (Liquidity Services) requires that Evidence Control Branch staff collect the items that are up for auction and hold them in an area where a Liquidity representative assesses the items and takes photographs for use in their



Work Areas  
Auction Area

online auction. The items must be held by the Evidence Control Branch until the person who won the bid comes to the warehouse to claim their purchase. If the M.P.D. continues to use Liquidity Services and thereby continue the existing process, there will be a need for a sizeable, secure, caged auction item storage area in the new Evidence Control Branch facility. The auction processing area needs a work station, counters, shelves and bins to store items pending release. This additional space is predicated upon an anticipation of a dramatic increase in the level of purging/disposition of property by the Branch staff.

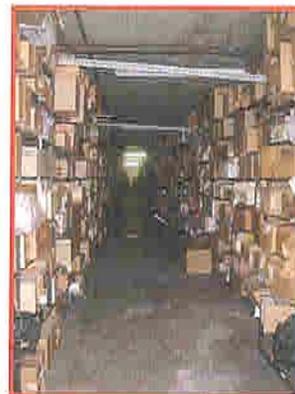
E.C.S. reiterates its suggestion, made elsewhere in this report, that the private auction company, which handles the online auction of Metropolitan Police Department property, be required to pick up the auction items from the Evidence Control Branch and handle the photographing and storage of the items until stored. The company should be required to pick up from the Evidence Control Branch on call and possibly as frequently as once each week. The conversion to this type of auction process greatly reduces the storage space required for auction items in the new facility. Using movable carts to store the items can easily eliminate handling the items twice.

The photo to the right illustrates that the items are only handled once and placed into the large plastic bin for the auction company. The item is removed from the active inventory, documented and placed in one of the large plastic pallet sized bins. When the auction company picks up the items the auctioneer has to unload the items to their vehicle from the bins or the auctioning company may just exchange empty bins for the filled bins after the items have been validated for the move.



### **5.1.5 Use of Available Storage Space within the Evidence Control Branch**

The Evidence Control Branch does not have empirical data regarding the number of items that are currently stored within the E.C.B. warehouse. Estimates by the E.C.B. staff are between one and two million items. The current Evidence Control Branch has approximately 40,000 feet of floor space; however, only about 50% of the building's storage capacity is being utilized due to inefficient storage practices, inadequate shelving, a lack of standardized packaging and poor facility layout. Much of the available space within the E.C.B. warehouse is consumed by aisles between the shelves. The aisles are approximately 100 feet long and 6 feet wide.



The E.C.B. warehouse has approximately 400,000 cubic feet of storage capacity of which only approximately 200,000 cubic feet is being utilized. The inability to utilize 50% of the available at cubic footage is indicative of an ineffective warehousing operation. The failure to use half of the available cubic footage is juxtaposed to other police property rooms that utilize from 80 to 90% of available cubic space.

#### **5.1.5-1 Estimated Total Current Cubic Storage Footage v. Space Requirements in New Facility**

Evidence Control Systems, Inc. has reviewed the draft plans for the new Evidence Control Branch facility on Virginia Avenue as well as having visited the site during the course of our review. Based upon the written plans and our observations, the E.C.S. team has developed several options regarding the placement of the Evidence Control Branch in the new facility. In addition to providing the options, E.C.S. recommends one option as the optimal choice for the Evidence Control Branch. It should be noted that the figures provided in the below tables are approximations as we were unable to physically measure the space within the Virginia Avenue facility. However, the E.C.S. team was able to physically measure the length, width and height of all of the storage shelves in the existing facility as well as measuring the evidence that is stacked in the aisles and other ancillary areas within the warehouse.

The following options provide a comparison of the existing storage capacity, the projected storage capacity in the new facility, i.e. using the projected shelving, and lastly a projection of the storage capacity for the new facility if high density shelving is utilized.

#### **Option 1 – Currently Programmed Space in Virginia Avenue facility**

The existing plan places the Evidence Control Branch on the 2<sup>nd</sup> and 3<sup>rd</sup> floors of the Virginia Avenue facility (SKO45 and SK046). The plan also utilizes standard 4 post shelves. In computing the projected figures for storage capacity using high density shelves, E.C.S. estimated that 85% of the cubic storage space would be available for storage; the remaining 15% is for circulation. If this option were selected, it would provide the Evidence Control Branch with slightly more than the existing cubic storage

space in the current warehouse (currently 400,000 cubic feet). Note: These figures are before any purging.

Room	Floor	Plans	Square Ft	Available Height	Cubic Feet	Circulation as Drawn	Shelves Drawn	High Density Cubic Feet of Storage*
SK045	2 <sup>nd</sup>	Planned	18,500	10	185,000	50%	92,500	85% 157,250
SK046	3 <sup>rd</sup>	Planned	21,431	12	257,172	50%	128,586	85% 218,596
Total			39,931		442,172		221,086	372,846

\*(See Section 5.1.5.2 describing High Density Shelves)

### Option 2 - E.C.S. recommended space allocation in Virginia Avenue facility

This option places the Evidence Control Branch in the ground floor area that is currently allocated for the locker rooms (SK043) and the second floor of the building (SK045). Earlier in this report, the E.C.S. team identified the need for the Evidence Control Branch space to have appropriate adjacencies of work functions, e.g. loading and unloading of property/evidence, public release counter, etc. These adjacencies will greatly increase the efficiency of the Evidence Control Branch. Having the Evidence Control Branch on the Ground and 2<sup>nd</sup> Floor also gives the unit vertical adjacency and will reduce time spent going to other floors of the facility, e.g. 2<sup>nd</sup> floor to 5<sup>th</sup> floor. Note: As with the previous option, the 85% represents the use of high density shelving with minimal space being utilized for aisles, corridors, etc.

Room	Floor	Plans	Square Ft	Available Height	Cubic Feet	Circulation as Drawn	Shelves Drawn	High Density Cubic Feet of Storage*
SK043	Ground	Suggested	18,115	11	199,265	50%	99,633	85% 169,375
SK045	2 <sup>nd</sup>	Planned	18,500	10	185,000	50%	92,500	85% 157,250
Total			36,615		384,265		192,133	326,625

### Option 3 – Placement of Evidence Control Branch on the Ground and 3<sup>rd</sup> Floors in the Virginia Avenue facility

This option places the Property Unit in the area designed for the ground floor locker rooms (SK043) and the already planned third floor of the building (SK046). By utilizing the ground floor, the previously described adjacencies of public access will greatly increase the efficiency of the Evidence Control Branch. However, this option separates the storage between the ground floor and 3<sup>rd</sup> floor, increasing the time to store and/or retrieve evidence and property.

Room	Floor	Plans	Square Ft	Available Height	Cubic Feet	Circulation as Drawn	Shelves Drawn	High Density Cubic Feet of Storage*
SK043	Ground	Suggested	18,115	11	199,265	50%	99,633	85% 169,375
SK046	3 <sup>rd</sup>	Planned	21,431	12	257,172	50%	128,586	85% 218,596
Total			39,546		456,437		228,219	387,971

### Option 4 - Placement of Evidence Control Branch on the Ground and 3<sup>rd</sup> Floors in the Virginia Avenue facility

This option places the Evidence Control Branch on the ground floor and a portion of fifth floor (mechanical space [SK048]). Option 4 separates the storage between the bottom and top floors of the Virginia Avenue facility and provides the least amount of available space. Drastically needed staff time would be lost in the transit time going to and from the top floor to retrieve and store items.

Room	Floor	Plans	Square Ft	Available Height	Cubic Feet	Circulation as Drawn	Shelves Drawn	High Density Cubic Feet of Storage*	
SK043	Ground	Suggested	18,115	11	199,265	50%	99,633	85%	169,375
SK048	5th	Option	10,000	15	150,000	50%	75,000	85%	127,500
<b>Total</b>			<b>28,115</b>		<b>349,265</b>		<b>174,633</b>		<b>296,875</b>

#### Synopsis of Options:

	New Virginia Avenue Facility utilizing Standard Shelving <small>Figures based upon Building Plans and/or approximation by E.C.S.</small>	If High Density Shelving is acquired
Existing Facility	197,000 Cubic Feet	N/A
Option 1	221,086 Cubic Feet	372,574 Cubic Feet
Option 2*	192,133 Cubic Feet	326,625 Cubic Feet
Option 3	228,219 Cubic Feet	387,971 Cubic Feet
Option 4	174,633 Cubic Feet	296,875 Cubic Feet

\*E.C.S. recommended option

**Note 1:** If the new Evidence Control Branch facility was completed today and either **Option 2** or **Option 4** was implemented the new facility would not be able to accommodate the existing inventory unless high density shelving was installed. If high density shelving was acquired, **Option 2** would provide at least 129,000 cubic feet for future growth and **Option 4** would provide at least 100,000 cubic feet for future growth.

**Note 2:** If either **Option 1** or **Option 3** were implemented, they would accommodate the existing inventory with approximately 25,000 cubic space for the future. If high density shelving was purchased, **Option 1** would provide 134,492 cubic feet while **Option 3** provides almost 100,000 cubic feet for the future. However, Options 1, 3 and 4 will increase the amount of time that Evidence Control Branch staff must go from one floor to the next to store or retrieve property and evidence.

#### 5.1.5-2 High Density Shelving

Regardless of which of the above options is selected, the use of standard four post shelving will not provide the Evidence Control Branch with room to grow and address future needs, e.g. more evidence held based upon the Millicent Allewelt Law. If no additional staff is assigned to the Evidence Control Branch and the necessary purging and disposal is not accomplished, the inventory will continue to grow.

In most cases, the use of high density shelving will at least double the amount of storage space available within the same cubic footage. With regard to high density shelving:

- 1) High-density shelves utilize aisle space by replacing them with shelving carriages that are moveable.
- 2) Carriages can be purchased with hand or electronic cranks to open the aisle.
- 3) Carriages can be designed and built to meet the specific needs of the department. The height, width and depth of the shelves have a tremendous bearing on the efficiency of the system.
- 4) Shelves need to be designed around the containers, boxes, or drawers that best fit the items of evidence and/or property that are to be stored on the shelves.

The following photos illustrate the need to have the proper sized shelving units.

**Handgun Storage**

*High-density shelves (shallow) for handguns. Outstanding utilization of space.*



**Long Gun Storage**

*High-density shelves (shallow) for long guns – extremely easy to retrieve and inventory items.*



**10 x 13 Envelopes**

*High-density shelves for grocery bags (inside of boxes)*



**Grocery Bags**

*High-density shelves for grocery bags (inside of boxes)*



**Banker Boxes**

*High-density shelves designed around exact size of box – no wasted space.*



**Modular Drawers**

*Drawers are configured to fit inside of the high-density carriage.*



**Wasted Space**

*High-density shelves improperly designed – insufficient number of shelves*



**High-density shelves – poor utilization of space**



***Plastic Tubs*** – provide a “drawer” environment that allows an efficient method of storing uniform sized envelopes.



The high density units can be configured in any height, width or depth. A great deal of time needs to be spent in designing the proper configurations of shelf sizes. Design the shelf for the chosen box, bag, drawer, etc.

The utilization of high-density shelves will most likely double the linear footage of any property room.

### **5.1.5-3 Currency / High Value Jewelry Vault, Narcotics Vault, Firearms Storage Area**

The storage of currency, narcotics, firearms and jewelry is an extreme challenge for the Evidence Control Branch in that not only do these items have significant evidentiary value; they are a significant potential target for theft and misappropriation.

From news stories throughout the United States, E.C.S. has catalogued a myriad of stories wherein cash, jewelry, narcotics and firearms has been stolen. These thefts have been committed via both perpetrators from outside the property rooms and also by departmental/agency employees. Therefore, special preventative measures must be taken to protect the integrity of the evidence and insure the credibility of the system.

The storage of these high profile items must be secured in the most highly protected areas/vaults within the Evidence Control Branch. It is most desirable, for an operation the size of the Metropolitan Police Department Evidence Control Branch, to have a separate vault for currency and jewelry, firearms and for narcotics in the new facility. Below are some specific considerations regarding the vaults in the new facility:

#### **Firearms Vault Construction / Security**

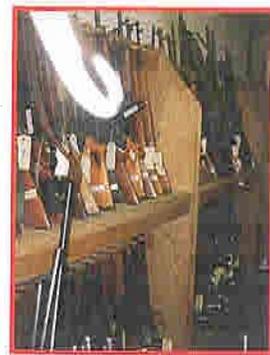
Securing all firearms in one secured vault will ensure that acceptable standards are met. It is recommended that the room be constructed of concrete block and that the ceiling be constructed of hard impenetrable materials.

Secure the firearms vault with a separate lock and/or an access control system that provides access to those authorized and denies access to those not authorized entry. Additionally, it is recommended that the firearms vault be monitored by both an alarm and a video recording system.

## Firearms Storage – Present Facility

At the present time handguns are stored in plastic bags and then filed sequentially in custom sized wooden bins as illustrated in the photo to the right.

Long guns are stored in both vertical gun racks and horizontal gun shelves as illustrated in following photos. The vertical racks are acceptable, however the shelves where the firearms are stacked one on top of another creates an extremely labor intensive retrieval process as numerous firearms may have to be moved to locate the firearm that is needed.



Long Gun  
Storage

## Firearms Storage – Handguns in new facility

The department should consider storing all handguns in handgun boxes for uniform storage as illustrated in the photo. If the handguns are submitted with some type of gun case the associated case can be booked into evidence as a separate item, i.e. if both items won't fit in the box.

The handgun boxes are 13" × 8" × 2" and shelves of those dimensions are recommended. Never use shelves that are deeper than the boxes to be stored and do not store handguns two or more boxes deep. The photo to the right is from a department of 2500 sworn officers and the guns are stored in a scheme that can easily be followed. The oldest weapon is on the top shelf on the far left, while the newest items are on the bottom shelf far right. All of the guns on the shelf are in control number order (bar code number or case number). As items are purged the remaining items need to be back shifted (right to left), always leaving the available space on the bottom right. (Note: A close look at the above photo will reveal that there are green labels on some of the boxes. This particular department utilizes the green labels to indicate that the handgun is "homicide evidence.") Basically all firearms are stored in one location in some type of evidence control number order. Over time (see top shelf) all of the older cases migrate to the same top shelf(s).



It should be noted that on the above illustrated photo (page 18) the bar-code label has been placed on the end of the box to easily facilitate the inventory process with a bar code scanner. Never store more than one gun per box for inventory purposes or secure use multiple bar codes that represent the item.



### Long Gun Storage – New Facility

Consider storing all rifles and shotguns in long gun boxes (rifle boxes) for uniform storage, even if they are submitted in a zippered gun case or a plastic gun case. (Note: Long guns that are submitted in large gun cases may require a specific shelf.) In some situations the firearm case may be booked as an additional item of general evidence. Oversized long guns, with large barrels or large scopes may also require a separate oversized firearms shelf or be stored on the top shelf of the storage shelving.



Depending upon the type and depth of the shelves in the new Evidence Control Branch facility, long guns can be stored either horizontal or vertical as illustrated in the photos to the right. (Note: When designing the shelves for the storage of firearms boxes, planners should be aware that there are two types of boxes available.



The first size is 48 ½” x 6 ½” x 2”, while there is a larger 50” x 8 ¾” x 3 ¼” for weapons with special stocks or scopes. See long gun box photo to the right.



When planning the firearms storage area within the new Evidence Control Branch, E.C.S. suggests that the area include an area within which firearms that are being staged for destruction are stored. Having an additional level of security that permits limited access to the staged weapons is the goal.

## Narcotics Vault Construction / Security

Securing all narcotics evidence in one secured vault will ensure that recognized standards are met. As with firearms, it is recommended that the narcotics vault be concrete block with a hard impenetrable ceiling or other similar material as shown in the photograph. Entry into the narcotics vault should be controlled by an access control system or a unique key system. Additionally, the room should be alarmed and it should have a video monitoring/surveillance system.

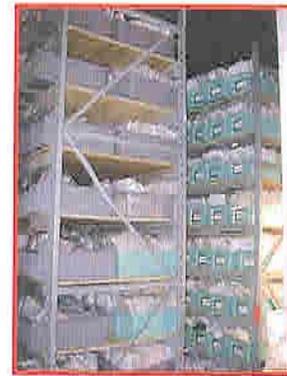


Narcotics Vault  
Ceiling

## Narcotics Storage – Present Facility

The vast majority of drugs are packaged in an approximately 10 x 13” plastic pouch and then stored numerically, in bins as shown in the photo to the right.

Unfortunately, when the bin shelving is filled to capacity all of the oldest drugs must be removed from the bin/drawer and re-secured in boxes as illustrated in the photo to the right. The boxes are stored in the rear of the narcotics vault. These boxes, when originally placed in storage were in numerical order. However, as evidence custodians have to retrieve evidence for court or for destruction, the boxes have to be shifted and over time the logical, consecutively numbered boxes are not stored in order. The result of the current situation is that it takes far longer to locate an item of evidence within the narcotics vault. Shelving is needed that will enable the boxes to be stored one deep with the boxes stored in consecutively numbered order. The boxes are returned to the same location if they are temporary removed from the shelf.



## Narcotics Storage – New Facility

E.C.S. strongly recommends that the narcotics vault in the new Virginia Avenue facility be designed in a manner that provides sufficient shelving and bins that will enable 100% of the pouch narcotics evidence bags to be stored in bins (see adjacent photographs for examples). The design of the new narcotics vault should be such that all narcotics evidence is located in one storage area.



### Notes:

The department may consider using high density shelving within the narcotics vault so as to insure that all drugs are filed in an easy to retrieve manner.

The Metropolitan Police Department should work towards abandoning the practice of transferring evidence pouches into cardboard boxes that are stored in other areas of the narcotics vault.

3) The bins in the photographs to the right illustrate how a specifically designed product can be commercially constructed to the dimensions of the shelf and maximizes the available space and reduces retrieval time ([www.flexcontainer.com](http://www.flexcontainer.com)). This type of product must be factored into the design of the selected shelves and the size of the narcotics package to ensure the most efficient fit. High-density shelves must be considered for the element of the room. The photo above shows a narcotics room that is operating with mobile shelves.

Currency Storage – New Facility

Currency coming into the possession of the Metropolitan Police Department should be stored in a secure vault that, as with the two previously described vaults, should be concrete block construction with ceiling construction that denies access to the room from above. This room should have a separate alarm system, separate access control and limited authorized access. The room should have a video surveillance system as well as digital recording of internal video monitoring. An additional consideration should be the inclusion of a currency counting table above which there is a video camera that records the counting process.

Hand Gun Storage

The following table illustrates the efficiency of high-density shelves when used with either hand-guns and/or long guns. The table represents a unit that is 21 feet long, 14 inches deep and 8 feet high.

# Shelves	Shelf Width - 42 in per bay						Total Feet
	3.5	3.5	3.5	3.5	3.5	3.5	
1	14 boxes	14	14	14	14	14	
2	14 boxes	14	14	14	14	14	
3	14 boxes	14	14	14	14	14	
4	14 boxes	14	14	14	14	14	
5	14 boxes	14	14	14	14	14	
6	14 boxes	14	14	14	14	14	
7	14 boxes	14	14	14	14	14	
8	14 boxes	14	14	14	14	14	
9	14 boxes	14	14	14	14	14	
10	14 boxes	14	14	14	14	14	
<b>Total Hand Guns</b>							<b>840</b>

## 5.2.0 Planning for the Move to the New Evidence Control Branch

### Moving - Schedule

The move of the present inventory in a department the size of the Metropolitan Police Department could easily take two years of planning and purging, prior to the actual move. E.C.S. cannot overemphasize the critical importance of purging as much evidence as possible prior to the move. If the purging effort is not successful, unneeded evidence and property will be moved to the new facility only to be purged at some time in the future. While the massive purging effort will be very costly in terms of budget and necessary staffing, it will only become more costly to purge the longer it is held.

### Moving – Planning

- 1) Much of the planning is related to actually deciding where each category of evidence is going to be stored in the new facility. Unfortunately, the existing Evidence Control Branch inventory is not segmented in a manner that enables one to easily determine how much space is going to be allocated in the new facility. For example homicide evidence, biological storage, long items, various sized boxes, and envelopes are categories of evidence that should be stored in areas that are designated for each of the categories.



- 2) The vast majority of evidence that is received in any property room will fit into a standardized envelope(s), paper bag(s), and three or four different size boxes to accommodate most of the evidence. Therefore, when the property room is laid out it is suggested that one portion of the Evidence Control Branch warehouse be segmented for different sized evidence packages, such as:



Envelopes (two to three sizes)

One location for several sizes of bags

One location for three or four different size boxes (a location for each size box)

One location for handguns

One for long guns

One for drug envelopes

- 3) The shelves for the storage locations need to be designed to accommodate the various sized packages and/or boxes. Presently, the Evidence Control Branch does not have uniformly sized packaging or boxes. The photo to the right depicts a property unit that uses several standard sized packages/boxes and shelves that are designed to accommodate the packaging.



- 4) In order for the Evidence Control Branch to set up the new facility so that evidence is stored in a logical manner, there is a need for an estimate of the current inventory of existing categories of evidence. Someone from the Metropolitan Police Department should be assigned to visually inventory all of the various locations / shelves, and bins in order to determine how many different size envelopes, bags, and boxes are currently stored. The estimate of the number of envelopes is a relatively simple but time consuming task. However, based upon the number of different sized boxes stored within the Evidence Control Branch, this aspect of the assessment will be much more difficult. Small, medium, large and extra large boxes need to be purchase in order to accomplish this task. Before the move to the new facility the existing inventory of boxes are more than likely going to have to be separated in three or four different size categories. (Small, Medium, Large and Extra Large). In other words, there may be ten sizes at the present time, but the ten sizes will have to be placed in a category or certain sizes within a range. If this isn't done the new warehouse will end up like the adjacent photo on the fifth floor. It is imperative that the department start today and define specified sized envelopes, bags, and boxes and implement packaging standards that will work in the new building.
- 5) The ideal scenario in the new facility is to store evidence by type of container / package and by case or control number. Currently, general evidence is stored wherever it best fits.

### Moving – Purging

It is the opinion of the E.C.S. review team that it is absolutely imperative that significant resources be allocated to purge as many items as possible from the existing warehouse before the move to the Virginia Avenue Facility.

As previously noted failure to accomplish the necessary purging will dramatically increase the costs of the move as well as having to document and relocate each of the unneeded items. If the item is a candidate to be removed from the inventory it makes little sense to move the item only to remove it for destruction six months after the move. Additionally, failure to accomplish a massive purging effort before the move to the Virginia Avenue

facility will exponentially increase operational Evidence Control Branch costs in the future.

### Moving – Planning for the Movement

The following information is provided to educate the Metropolitan Police Department on issues that will need to be addressed before moving day:



- 1) The best estimate of the storage space presently utilized within the Evidence Control Branch is approximately 200,000 cubic feet. (Note: This figure is prior to the suggested massive purging.) Therefore, the worst-case scenario is that the entire Evidence Control Branch inventory will have to be moved.
- 2) The easiest way to move 200,000 cubic feet of evidence would be to secure as much of the items on pallets and shrink wrap the pallets. Based upon the current inventory of the Branch, E.C.S. estimates that there is at least the equivalent of 4,500 pallets (40 inches wide, 48 inches deep and stacked at 3 feet six inches).
- 3) If the boxes can withstand the weight of another pallet during transfer, a forty-foot cube trailer could possibly move 40 pallets at a time. If the pallets can't be stacked, the capacity could drop to 20 pallets per trailer load. The final result could be a mix of both.
- 4) Predicated upon 40 pallets per trailer (stacked) translates to approximately 110 trailers. If however, the pallets are not stacked, then there would be only 20 pallets per vehicle or a total of 216 trailers.
- 5) Another consideration is that there is no place to easily stage 100 to 200 trailers of evidence at either the present location or the planned facility.
- 6) Should the Metropolitan Police Department decide to have the inventory transported as freight, which E.C.S. does not recommend, it would take approximately 75 trailers.

The purpose of the above projections is only to illustrate the magnitude of the process and some of the advantages of staffing the unit to purge before the move.

### **5.3.0 Operational Adjacencies of Commands in New Facility**

As the Metropolitan Police Department continues to develop its plans for the new facility located at 225 Virginia Avenue, E.C.S. recommends that there be a particular focus upon the need for and efficiencies gained by having branches placed within the building so that there is a logical operational adjacency to the placement. The senior member of the E.C.S. Review Team, Joseph Latta, has had extensive experience in working with architects and planners for new police facilities. Often, due to a lack of knowledge of law enforcement

operations, the planners do not consider the benefit of the adjacency of commands that have day-to-day interaction with each other. The following sections of this report address several recommendations for consideration of placement of the Metropolitan Police Department branches within the new facility.

### ***5.3.1 Mobile Crime Lab (M.C.L.) Branch (Crime Scene Technicians)***

The majority of evidence that is booked into the Evidence Control Branch within the Metropolitan Police Department is processed by the Crime Scene Technicians who are assigned to the Mobile Crime Lab (M.C.L.) Branch. Biological evidence is temporarily stored by Crime Scene Technicians in refrigerators within the M.C.L. and is subsequently shipped to the E.C.B. Based upon the routine functional interaction of the Mobile Crime Lab Branch and the Evidence Control Branch, it is the recommendation of E.C.S. that the department consider moving the Mobile Crime Lab into the new facility on Virginia Avenue. The operational adjacency of these two commands will provide for cost savings, e.g. transportation time from M.C.L. to E.C.B.

### ***5.3.2 New Metropolitan Police Department Crime Laboratory Branch***

While surveying the new facility into which the Evidence Control Branch is to be relocated, the E.C.S. Team was advised that one of the Metropolitan Police Department Patrol Districts was to be moved into the same facility and that there was a possibility that the reorganized M.P.D. Crime Laboratory is to be housed in the building that is currently used for the Patrol District. That is, the District moves into the Virginia Avenue building and the lab moves into the District's former location.

It was our understanding at the time of our visit that the community surrounding the current Patrol District facility would like to see the District remain in that building so that there is a police facility in the area.

Given the daily functional interaction among the Mobile Crime Lab Branch, the Evidence Control Branch and, at a future date, the Crime Laboratory, E.C.S. recommends that these three commands be housed within the new facility 225 Virginia Avenue. By placing the Crime Laboratory in this building, evidence would move from the collectors to those who do the forensic analysis and to the Evidence Control Branch where the evidence is stored. The transfer of evidence to/from any of these three branches, all housed in the same facility, will contribute to more efficient operations. In order to facilitate the above recommendation, the Patrol District would stay in its current location.

### ***5.3.3 Equipment and Supply Branch***

During the E.C.S. review of the Evidence Control Branch operations, the team members met with Mr. Michael Gee, Manager of the Equipment and Supplies Branch (E.S.B.). Our discussions with Mr. Gee related to the use of loading locks and other areas that currently are shared by his command and the Evidence Control Branch. Both the E.C.B. and the E.S.B. utilize loading docks on a daily basis with frequent intake of both supplies

and property/evidence. The Equipment and Supply Branch has tractor trailers unloading equipment and supplies on a daily basis. All equipment and supplies are initially stored at the E.S.B. and are then issued to various components of the Metropolitan Police Department. The Equipment and Supplies Branch also has the responsibility for the storage of a Canteen Truck, a 2 ½ ton truck, a Cargo Van, two (2) forklifts and two (2) unmarked cars.

Based upon our observations of the E.S.B. area in the current warehouse, as well as the projected space in the new facility, it is the recommendation of the E.C.S. team that several more loading docks be constructed with a separate and secure loading/unloading area for the Evidence Control Branch. The Equipment and Supplies Branch needs their own loading docks, i.e. independent of that being used by the Evidence Control Branch. Additionally, given the quantity of supplies and equipment that are processed by the E.S.B., and the use of fork lifts for unloading and storage, it is recommended that adequate and accessible space be allocated to this branch.

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Draft Edition July 3, 2002





McClaren, Wilson & Lawrie, Inc.

October 1, 2002

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Dear Mr. Montgomery:

Pursuant to our telephone conference on August 1, 2002, we are pleased to submit the final document for the Washington, D.C. Metropolitan Police Property/Evidence and Uniform Services Building.

The document includes square footage/site calculations, designer guidelines, and adjacency diagrams.

We are looking forward to our next opportunity to work together when the land acquisition is secured and when we return for the design workshop with SORG.

Sincerely,

James Lewis McClaren  
Principal • McClaren, Wilson & Lawrie, Inc.

*"Property and evidence has traditionally been  
"buried in the basement", ignored and in some cases  
the "victim of benign neglect."*

*"Property Room Procedures," Law and Order, September 1985*

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**Introduction:** This chapter illustrates the key concepts for key functional areas associated with the Police Department's new evidence and property services facility.

The intent was to examine the needs of areas with unique functions, and provide a 'road map' for the successful planning and design of the new facility. The concepts within the following pages reflect the Consultants' advice coupled with the comments and insights provided by staff during on-site interviews and observations.

This section identifies some of the very specific needs of users as well as spaces that are to be shared.

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- General Site and Planning Guidelines:**
- Provide staff adjacencies that will enhance the opportunities for communication. This could include shared break rooms and other amenity areas.
  - Provide circulation on site and within the building that is clear and defined to enhance both the comfort and safety of the public and visiting staff.
  - Provide building and site spaces that accommodate a reasonable amount of staff growth.
  - If possible, provide a single facility with direct vehicular access (for the following reasons):

To minimize material handling without need of elevators. A single level high bay facility would allow direct access from unloading of the service and transport vehicles directly into storage facilities.

The opportunity for staff in public reception and receiving areas to flow from work in either evidence property or administrative areas with a minimum of movement.

An out of the weather and securable garage or carport loading dock area to use for private materials transfer area out of the view of the public. All the evidence intake and purging will take place in this security envelope.

Plan to store flash bangs and flares and other combustibles in a dry environment with adjacency to an exterior wall to allow for blow out panels and blast relief.

An efficient site with planned to afford a reasonable opportunity of horizontal expansion (since vertical expansion within the warehouse will be afforded by optimizing high bay racking systems).

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- A site plan that separates public and Metro Police visitor parking from evidence/property staff and fleet parking for security reasons.
- Within the secure parking/evidence zone, a pad to allow an 18-wheeler or semi truck and trailer impound.
- All Boats are off site impound or dock and not in this program.
- Provide a hazardous materials bunker to accommodate gas cans, lawnmowers, fireworks etc.
- An outdoor area, accessible from a non-secure zone near uniform and equipment needs to house the paper shredder, garbage, and generator (and related fuel tanks).
- A site with proximity (5-10 blocks maximum) to public transportation for the use of staff and visitors.
- Provide building and monument signage that makes the facility identifiable to visitors arriving to receive returned property and evidence or to the Uniform and Equipment entry/lobby. Signage should also direct visitors to the appropriate access location.

**Evidence Return Visitors Lobby:** The public lobby must provide a professional and business like appearance to visitors. It should be planned to provide a necessary degree of security for transactions between the public and the staff serving them.

- Service counters shall be at standing and ADA heights (to accommodate visitors and staff in wheelchairs).
- Public restrooms shall be provided for both genders.
- A public telephone should be accessible to the lobby.
- Flooring in the lobby should be easily cleaned and provided with an allweather, nonslip wear surface.
- Lobby seating: Provide simple durable seating that is heavy enough to discourage movement by visitors, or fixed to the floor. All seating should be in view of the front counter.

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**Evidence Administration Offices:** The Captain exercises command over all personnel within the facility.

- Locate the Captain's office area with relatively quick escorted access by the public, and central to staff access (especially Lieutenant & Sergeants) to maximize staff interaction/communication.
- Provide a small waiting area outside of the Administration offices for escorted visitors. A transitional waiting area should also be provided within the Captain's office for staff and dignitary waiting - supervised by a staff person.
- The Lieutenant should be located in the Captain's office area, and the Sergeant's should be easily accessible to both.
- Provide two (2) administrative assistant workstations to allow for the processing of correspondence and files. Both of the workstations should have three (3) work surfaces and have the ability to supervise the dignitary waiting area. The Captain and Lieutenant offices should have direct visual contact with the admin. assistant and administrative Sgt., but have visual separation from the waiting area.
- Office amenities: These offices will require a small conferencing area. Provide space for built-in bookshelving/display space, a lateral file cabinet, and a worktable behind the desk.
- Administrative conference room: Conduit and support for a ceiling mounted computer projector, marker boards, tack surface, and coffee warming.
- Privacy: This is office space where sensitive communication will occur on a daily basis, therefore, interior partitions in these private offices must extend full height (to the structural deck above) and be filled with sound batt insulation. Provide secure (lockable) record storage in each private office.

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**Evidence Administration  
Offices:**

- Security: A concealed duress alarm (to a monitoring location at the front counter staff) should be provided at the Captains administrative assistants's desk. The workstation partitions should provide screening from the waiting area.
- The Captain and command staff have frequent need for conference facilities. It is therefore recommended that the executive offices be located contiguous to a conference area. Locate this conference room adjacent to the Captain, Lieutenant, administrative assistant, and waiting area for central and easy access by staff, allowing the administrative assistant to supervise the space.
- A coffee/snack alcove should be provided in the Administration office area contiguous to the conference room and be equipped with: a small sink that has a garbage disposal, microwave, remote water heater, refrigerator, and recycling bins. This area should be configured to assemble small catered working luncheons and be accessible by other staff members not using the conference room.
- A separate space should be provided for noisy office equipment (copier, fax, shredder, etc.). This copy/work room shall be shared with customer service staff.
- The Secure File room will house all personnel files and archived property and evidence records. The room shall be secured with door access control (proximity access card reader or similar) and be visible from the administration area.
- Restroom facilities and the coat closet should be located for convenience preferably with the admin. area immediately at staff entrance/exit.
- A Storage supply room for general office supplies should be adjacent to the copy/work room area.
- The orientation of the workstations in the staff and officer areas need to have a direct view of the operations in the high bay evidence area, the cash vault, drug vault, and gun vault. Maximize the glass viewing area.

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**Evidence Administration  
Offices:**

- The administrative office area should be secured with door access control (proximity access card reader ) from the corridor.
- Lighting in this area should be fluorescent with parabolic lenses. Each workstation is anticipated to be for computer use and should have glare free task lighting.
- Finishes in this area of the building should be upgraded to be consistent with the dignity of this office and the frequent reception of visitors, both public & private. Provide telephone and data jacks for laptop computers at the conference table.
- Evidence administration will utilize the training room. The conference rooms, fitness room, lunch room, and training room will require video monitors and play-back equipment.

**Customer Service:**

- Front counter customer service staff will service a specially designed public counter. This counter will need a concealed duress alarm and power to allow for inclusion of an in-counter computer. The counter should be configured to comply with the Americans with Disabilities Act and must be wide enough to provide comfortable separation from the public side to counter staff (especially important in an open counter situation). While the public counter should be inviting and approachable, the Consultant Team recommends using bullet resistant glass and bullet resistant wall panels at this location. Speak around frames or speak through devices may be used. Customer service staff should have quick access to a printer and copier.
- The front counter shall be adjacent and directly accessible by Customer service, providing a buffer between the public and customer service staff. A copy work-room should be located for direct access by front counter and administration staff, enabling the front counter to provide quick response to the public.
- The front counter should have access control of the lobby entry doors.

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- Customer Service:**
- The lobby side of the public counter should afford some separation between visitors. There needs to be one window station that primarily serves Police Officers.
  - Counter staff will be responsible for distributing incoming mail. The mail boxes for staff distribution will be located just outside the roll call room.

- Evidence Return:**
- Provide 3 vestibule pass-through rooms for property return. One to be designed for larger items (for example, bicycles). Two rooms to be equipped with a bullet resistant window, counter (ADA compliant), deal tray for paperwork, speak through frames, and a rotary pass through for smaller evidence return items. The third large evidence return room is the same except there is a door that leads to a room adjacent where the recipient can retrieve the larger item and can leave directly from that area. A third door from the evidence staff area allows evidence to be put into the room before entrance is allowed from the recipients door.
  - The lobby, all of the evidence return rooms and the holding cell will be monitored by a CCTV system with homeruns to a monitor (location to be determined).

**Holding Cell:** All evidence return rooms will have the ability to remote lock in the event a outstanding warrant has been issued for a evidence return recipient. After it has been confirmed that the person needs to be detained, a small single holding cell adjacent to the evidence return area will be used to hold the suspect.



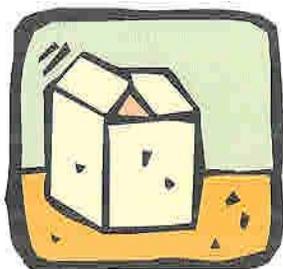
- The possibility of biological contamination and infection is very high in a suspect holding environment. Officers are typically using latex gloves when handling suspects and need a dispenser and disposal for used gloves, etc.
- Holding cells must be planned to comply with CALEA standards.

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- Holding Cell:**
- Plumbing fixtures in the holding cell should be penalware type (stainless steel).
  - Due to the possibility of biohazards among arrestees, the holding cell must be exhausted separate from the rest of the building's air return.
  - Finishes within this area: Sealed concrete floors,
  - CMU (bullnose corners) block sealed with epoxy coating, and security plaster ceiling.
  - All HVAC grilles and fire sprinkler heads must be security type.
  - Duress alarms (mushroom heads or panic strips) should have an automatic dial-up to the duty officer and 911, and immediately activate audio recording of the area where the panic signal was initiated.
  - All access to the holding cell must be controlled by a door access control.
  - The holding cell shall be video monitored (time-lapse), while providing modesty for the detained person using the toilet fixture.

**General Evidence:** The Evidence Sergeant's office should have direct/secure access to evidence storage and be separated from the evidence storage environment.

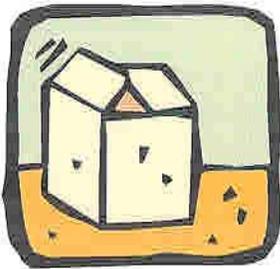
- The warehouse staff workstation area should have direct access to the warehouse adjacent to the evidence Sergeants's office and be separated from the evidence storage environment.
- Provide a large evidence "cage" with overhead door access to the motorcourt, and an indoor overhead mesh gate that opens from the temporary property cage into the main property room.
- Provide barcoding ability at the processing area near evidence intake and large evidence item submission via the evidence "cage".
- Provide a hand wash sink at the property room adjacent to evidence processing/barcoding.



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**General Evidence:**

- The evidence intake area will be set up with conveyors and computers, an arrangement similar to a grocery store "checkout" line. There will be extensive power and data needs in this area.
- The evidence facility has a need for heightened security. This should include intrusion alarms, motion detectors, and door access control and tracking.
- The evidence facility should have a refrigerated and frozen evidence storage capacity ( commercial refrigerator and freezer). Locate in a low bay area with accessibility to the motors for easy access/maintenance.
- Impound vehicles will be stored off site.
- Provide some warehouse storage space for high value bikes and go carts, etc. Use a covered chain link storage area for the general bicycle storage and other lower value items.
- Plan for high bay shelving and a rechargeable, battery operated fork lift retrieval system and some heavy duty shelving for large/heavy items. A materials handling consultant/vendor will need to be part of the project before bay spacing, racking, and the structural grid is determined.
- Since biologically contaminated evidence materials in a law enforcement setting frequently come from high risk groups, they pose a significant health risk to staff. To reduce these risks, biological materials must be dried prior to forensic examination and final storage. At this time, all of the evidence drying is being handled off site and not programmed in this project.
- Secure vaults to isolate money or jewelry, drugs, and guns should be provided and situated so that direct full time observation from the officers workstations provides clear unobstructed views.
- Since marijuana is a host to aspergillus fumigatis, surfaces in the evidence rooms must be seamless and sealed with fully scrubbable epoxy paint. Narcotics also require 100% exhausted air. Dual proximity



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access readers may be desired on the access door to this area for an additional level of security. Security grilles must be installed in any exhaust ducts or air transfer grilles leaving the room that could be used for unauthorized entry.

- The police department currently sends evidence items to regional labs for advanced latents and chemical examination.

**Shared Spaces:** The shared spaces within the building complex need to be located centrally with clear access from both the evidence staff and uniform and equipment staff. Careful attention to the security zone of the evidence will need to be maintained.

- Staff locker rooms: Provide separate male and female locker and shower rooms. Lockers should be large (2'w x 2' d full height units) fully ventilated and modified to allow for the inclusion of an electrical outlet in each. Lockers should provide separate storage under integral benches that form a base to the lockers. The lockers should be soffited from the top of the locker to the ceiling above to prevent stacking items on top of the locker.
- Adequate ventilation in locker rooms is crucial. Provide forced air movement through lockers.
- Provide a physical fitness room adjacent to the locker rooms. Storage should be provided for bulky items. One wall to be high quality mirror surface, flooring to be impact absorbing athletic surface. Provide space for universal weight machines and some free weights.
- The multipurpose/training room should be located adjacent to the lobby and have access from secure circulation. The room needs to have some storage and relatively quick access to a sink/coffee area. Provide marker boards, tackable wall surface, video screen(s), audio/video storage, table and chair storage, as well as telephone, power, and data outlets.

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- Shared Spaces:**
- The staff lunch room will serve the staff in the entire facility and should be located centrally to accomplish this. Provide accommodations for numerous vending machines, ice machine, microwave oven, and materials and finishes appropriate for a commercial grade kitchen. Cooking will be limited to microwave, but a glass front commercial size refrigerator is suggested.
  - The server room should be Centrally Located and needs good air conditioning/cooling. Accommodate XX rack mounted servers. This will be the location for the main router or hub.
  - Provide wide doors with direct access to parking (or even into a corridor). Hubs and routers need easy access. Provide a marker board and durable surfaces in this area. Provide separate electrical circuits for each server.
  - A fork lift area with storage and battery back up for the high bay fork lifts. Location needs to be between the evidence high bay and the uniform and equipment high bay area. Locate to enhance staff safety and to meet all local and national codes for hazardous material storage.

**Uniform and Equipment Site Considerations:** The Uniform and Equipment Division provides uniform and equipment to all Police staff for the entire Metropolitan Police Department. Each officer uses an annual allowance for clothing/equipment.

- A parking area with visitor parking spaces (shared with evidence return) near the front entry is needed. Any street parking in the vicinity will also be utilized as there are times when an entire "class" of recruits will show up at the same time for their equipment issue.

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**Uniform and Equipment Lobby:** The Lobby for the uniform and equipment is a staff only lobby. Police officers will come to the counter and be served by the counter staff.

- The counter windows need to be operable, open during operating hours but the ability to close them for security after hours.
- A small self service supply will be accessible from the lobby area.

**Uniform and Equipment Administration:** The administration area will be home to the supervisors and administrative staff serving the uniform and equipment division.

- Finishes in this area of the building should be consistent with typical office finishes.
- The administrative office area should be secured with door access control (proximity access card reader or similar) from the corridor.
- The Supervisors Offices should be located near the Administrative staff workstation area.
- Privacy: Walls in these private offices must extend full height (to the structural deck above) and be filled with sound batt insulation.
- Workstation area for the Administrative staff will be designed to accommodate workstations and have the necessary data/telephone connections to allow for flexibility.
- Lighting in this area should be fluorescent with parabolic lenses. Each workstation is anticipated to be for computer use and should have glare free task lighting.
- The Counter staff needs to be located at the front counter with their workstations oriented to work at their stations and to respond to officers walking up to the lobby counter windows. Quick access to the copier and files are important and should be located adjacent.
- The Engraving room needs to be accessible from both the lobby and the counter staff. Provide workbench configuration with a wood butcher block counter surface.

- The dressing rooms are similar to what you would have in any clothing store. Provide ADA compliance in one of the dressing rooms.

**Low Bay  
Uniform and Equipment :**

The warehouse support the operations in all of the warehouse functions. There is a separate "low bay" area for the storage of leather goods (belts, holsters), secure goods, and the domestic preparedness gear.

- The warehouse workstation area needs to be close to the copy and files and to the warehouse functions. Lighting is designed for computer usage at all of the workstations and comfortable climate control in this area.
- An indoor/carport loading dock to accommodate step vans. Sealed concrete floor finishes and appropriate drains for ice melt and oil spills.
- Provide a separate room for the storage of leather goods. This room will be a combination of heavy duty shelving and specialty storage units. Provide easy access from the counter and loading dock. Fluorescent lighting appropriate for a storage area, and durable floor finishes are required.
- The secure goods room has the same requirements as the leather room.
- The domestic preparedness room will house equipment that needs to be field ready at a moments notice. Security is important and a card reader or similar will be used. Some of the equipment will have power needs so multiple receptacles and wall rack chargers will need to be accommodated. There is scheduled maintenance and equipment checks so lighting is important, and a durable floor finishes will be required.

The District of Columbia  
**Metropolitan Police Department**  
Evidence Facility  
Space Needs Assessment  
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• June 2002 •

**High Bay  
Uniform and Equipment :**

- The high bay uniform and equipment storage will be the main storage for the clothing/uniforms for the Metro Police Department. A racking system similar to a dry cleaning system will be in this area. The materials handling consultant will optimize the layout in this area and care should be taken to utilize and coordinate bay spacing with the evidence high bay storage area.
- Sealed concrete floor finishes and lighting appropriate for a warehouse will be required.
- Flare storage needs to be located close to the loading dock and have an exterior wall. Explosion resistant light switches and lighting may be needed.
- Adjacent to the high bay storage will be the fork lift storage and battery room. See General Evidence for this area.

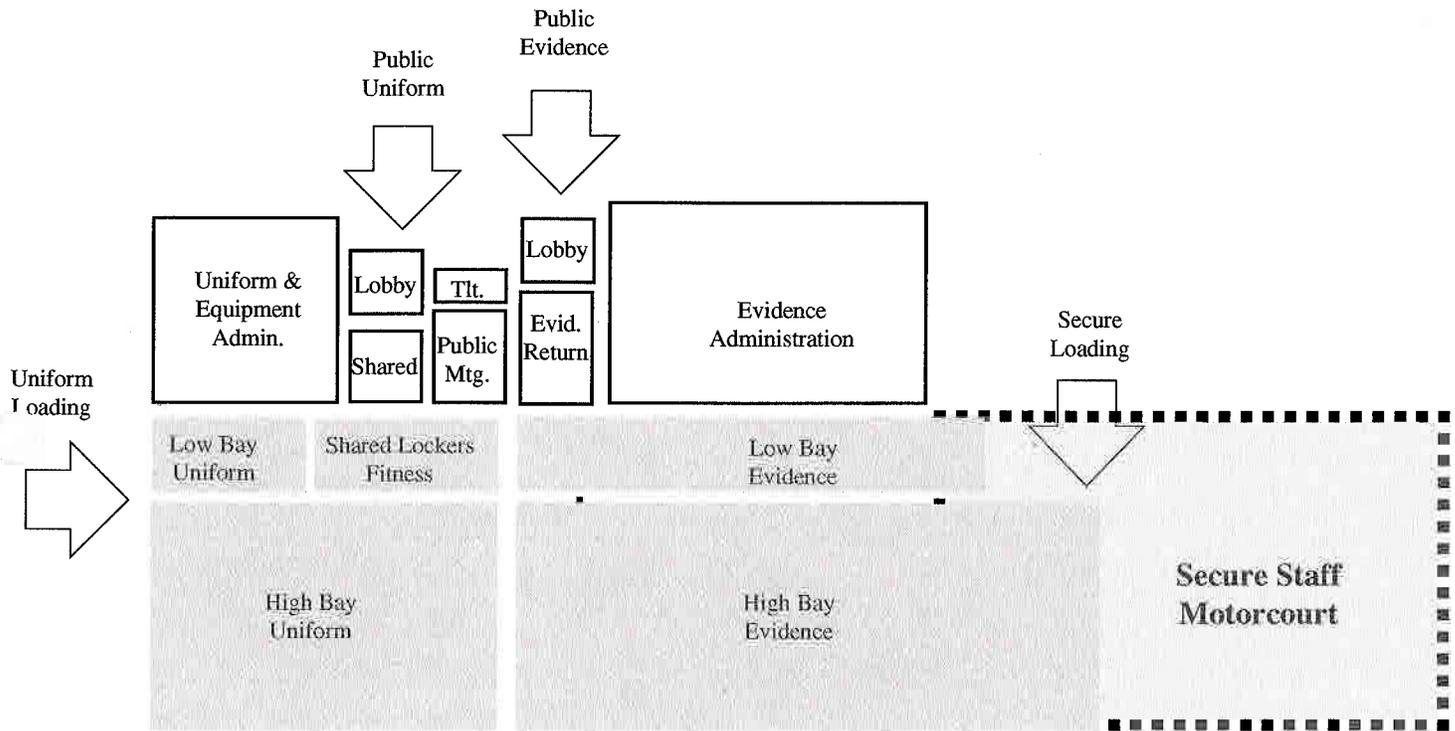
**District of Columbia Metropolitan Police Department**  
**Evidence Facility**  
Space Needs Assessment • Adjacency Diagrams  
Draft Issue • July, 2002

**Introduction:** The following section describes the important adjacencies and key concepts for key components of the proposed Uniform and Equipment / Evidence Facility. The intent is to document the relationships of primary functions and provide a 'road map' for the successful design of a new facility. The diagrams reflect the comments and insights given to the Consultant by staff during on-site interviews and observation processes.

The Consultant has attempted to generally indicate those areas which should be planned as private spaces (shown as boxes) versus open or "systems" furniture environments (shown as shaded areas).

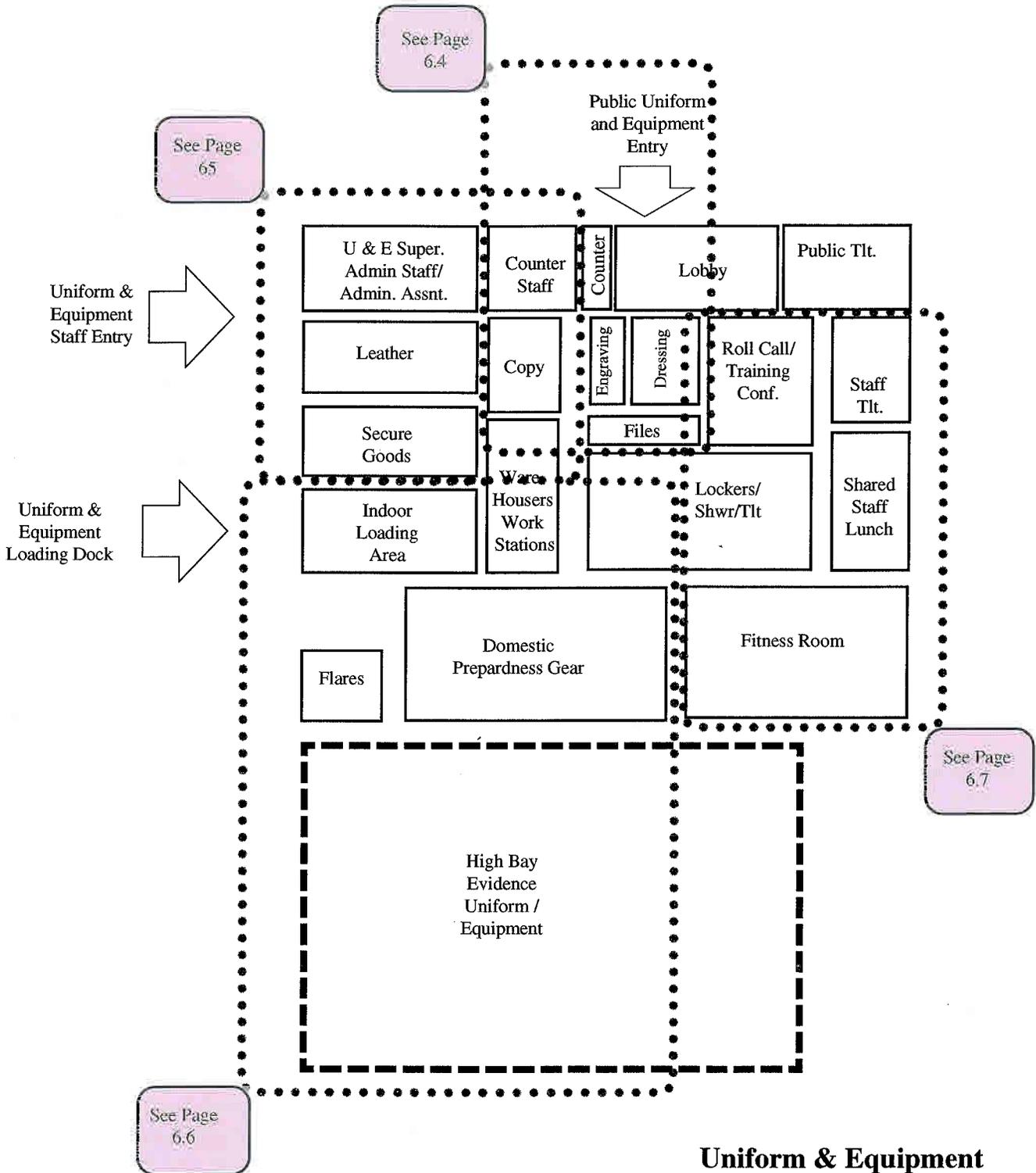
This section is pending (to be completed once comments from the draft are received).

**District of Columbia Metropolitan Police Department**  
**Evidence Facility**  
 Space Needs Assessment • Adjacency Diagrams  
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**Overall Layout**  
**Evidence/Uniform & Equipment**

**District of Columbia Metropolitan Police Department  
Evidence Facility  
Space Needs Assessment • Adjacency Diagrams  
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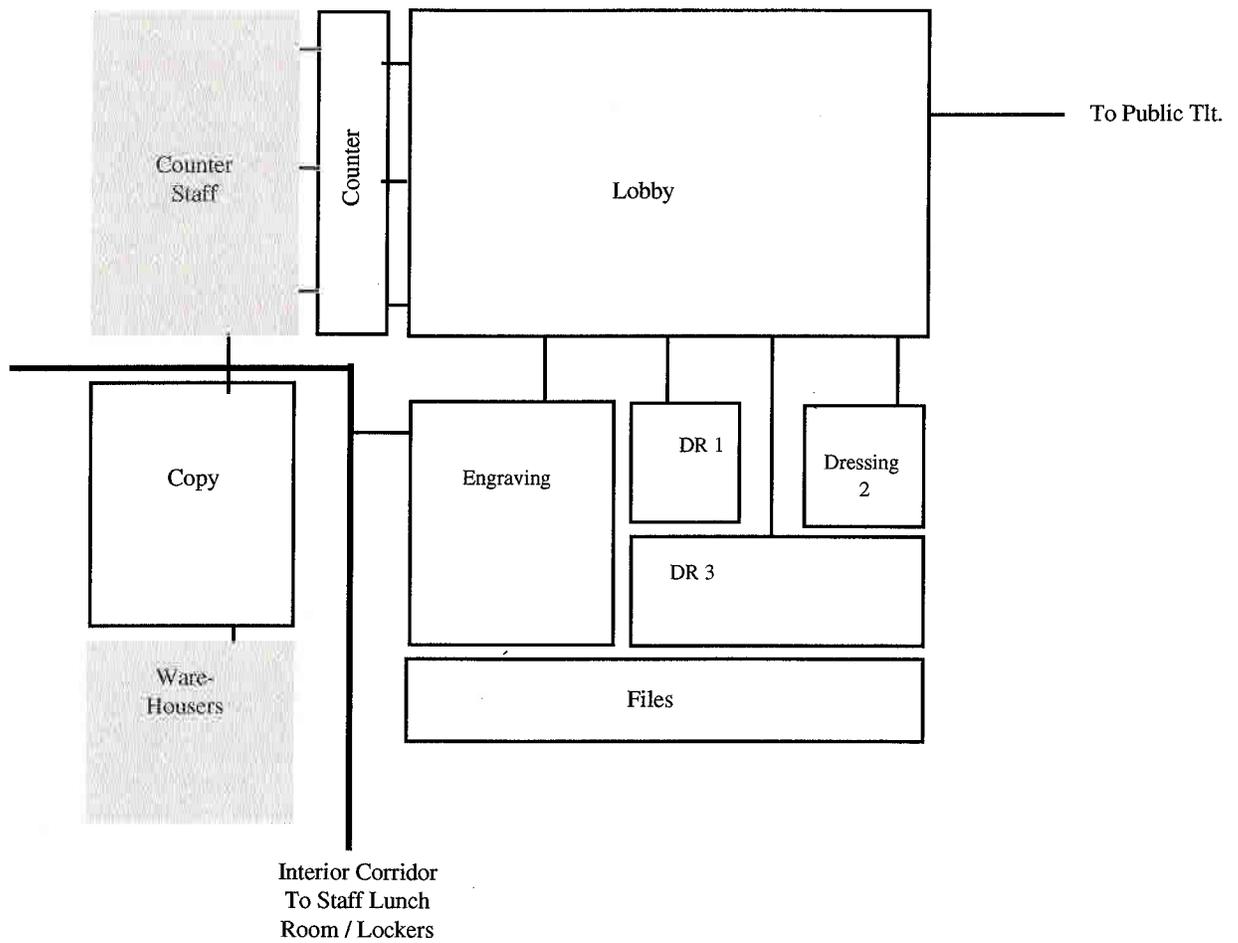
**Uniform & Equipment**

**Uniform and Equipment Warehouse and Admin Spacial Adjacencies**

District of Columbia Metropolitan Police Department  
Evidence Facility  
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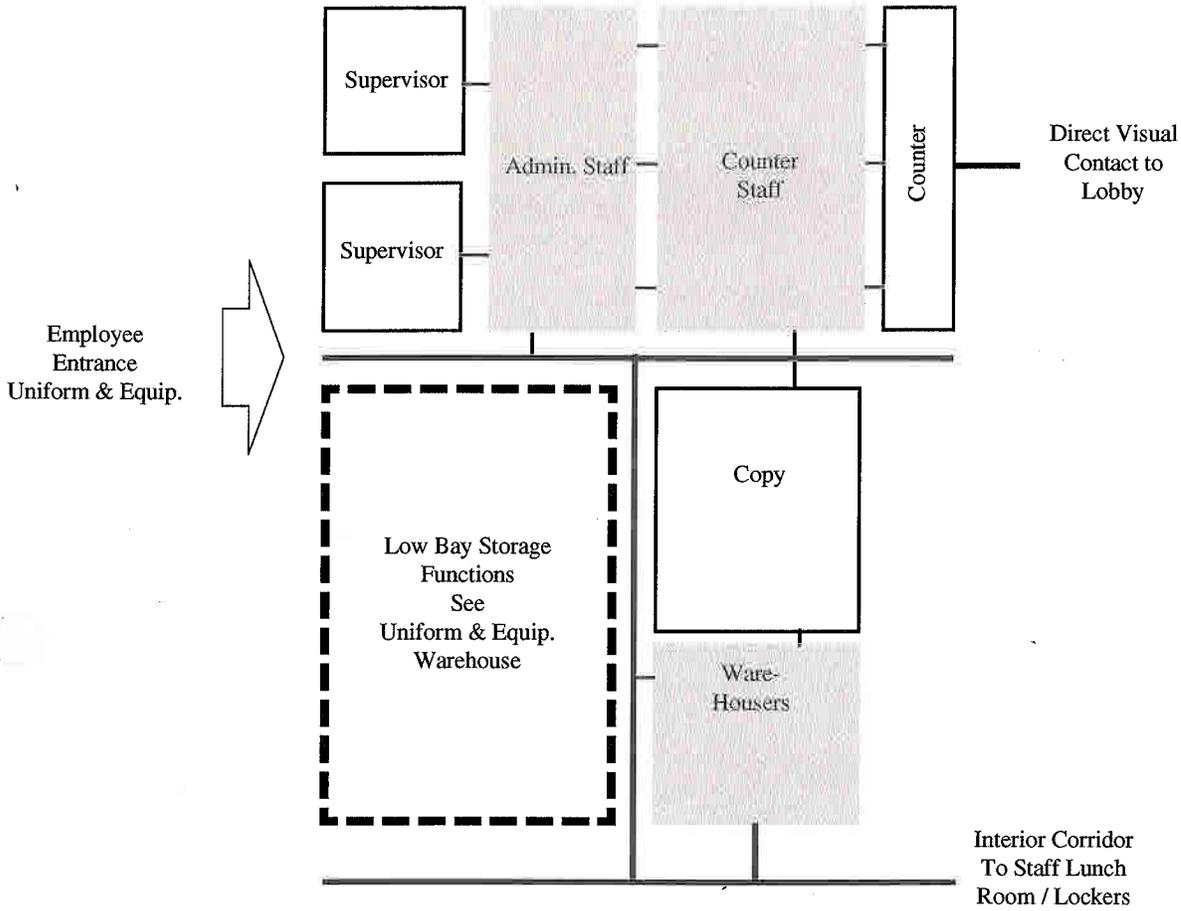


U & E Super.  
Admin Staff/  
Admin. Assnt.



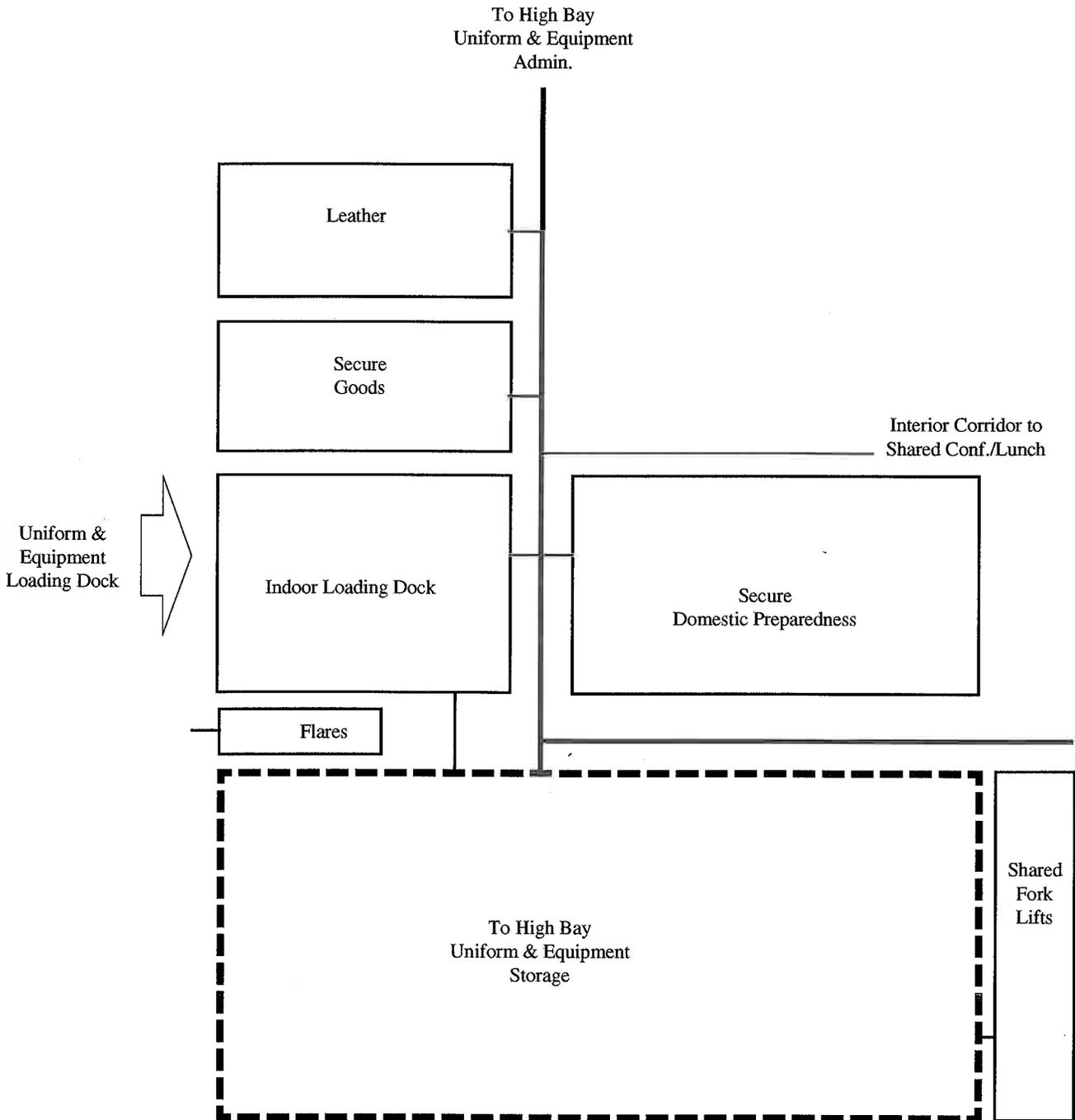
**Uniform & Equipment Lobby**  
Spatial Adjacencies

District of Columbia Metropolitan Police Department  
Evidence Facility  
Space Needs Assessment • Adjacency Diagrams  
Draft Issue • July, 2002



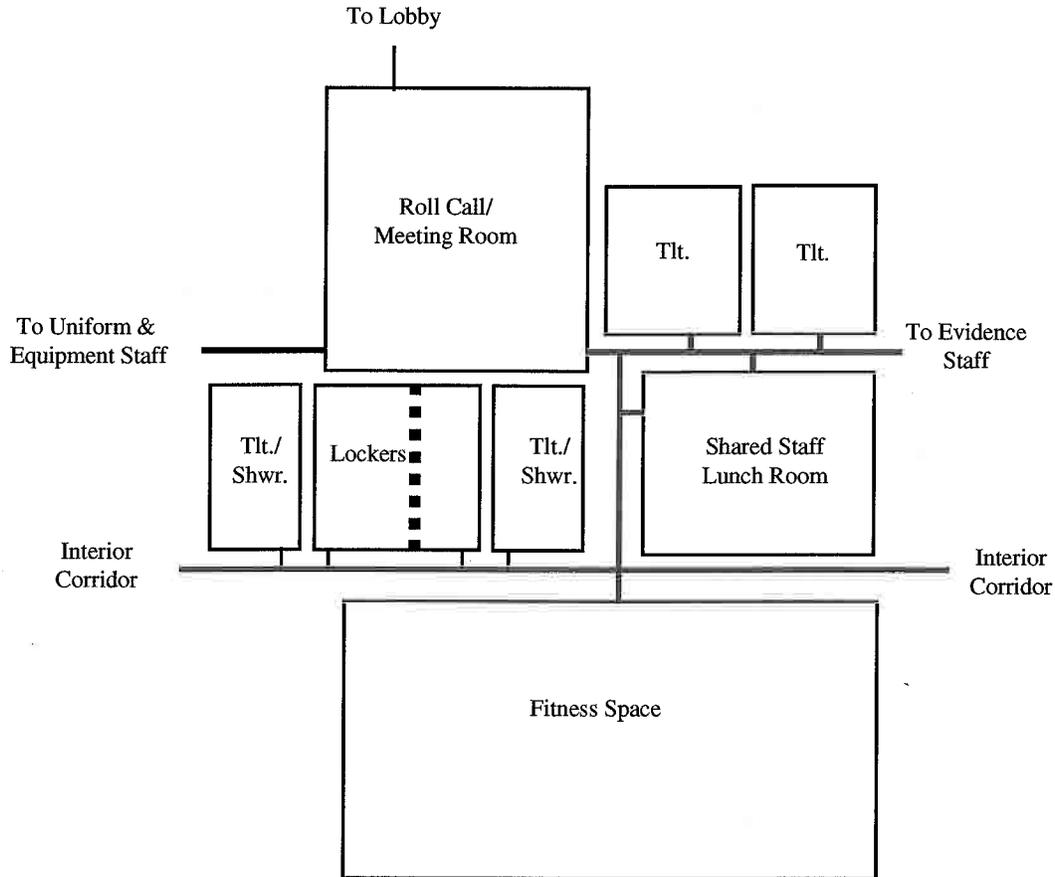
**Uniform/Equipment Admin.**  
Spatial Adjacencies

District of Columbia Metropolitan Police Department  
Evidence Facility  
Space Needs Assessment • Adjacency Diagrams  
Draft Issue • July, 2002



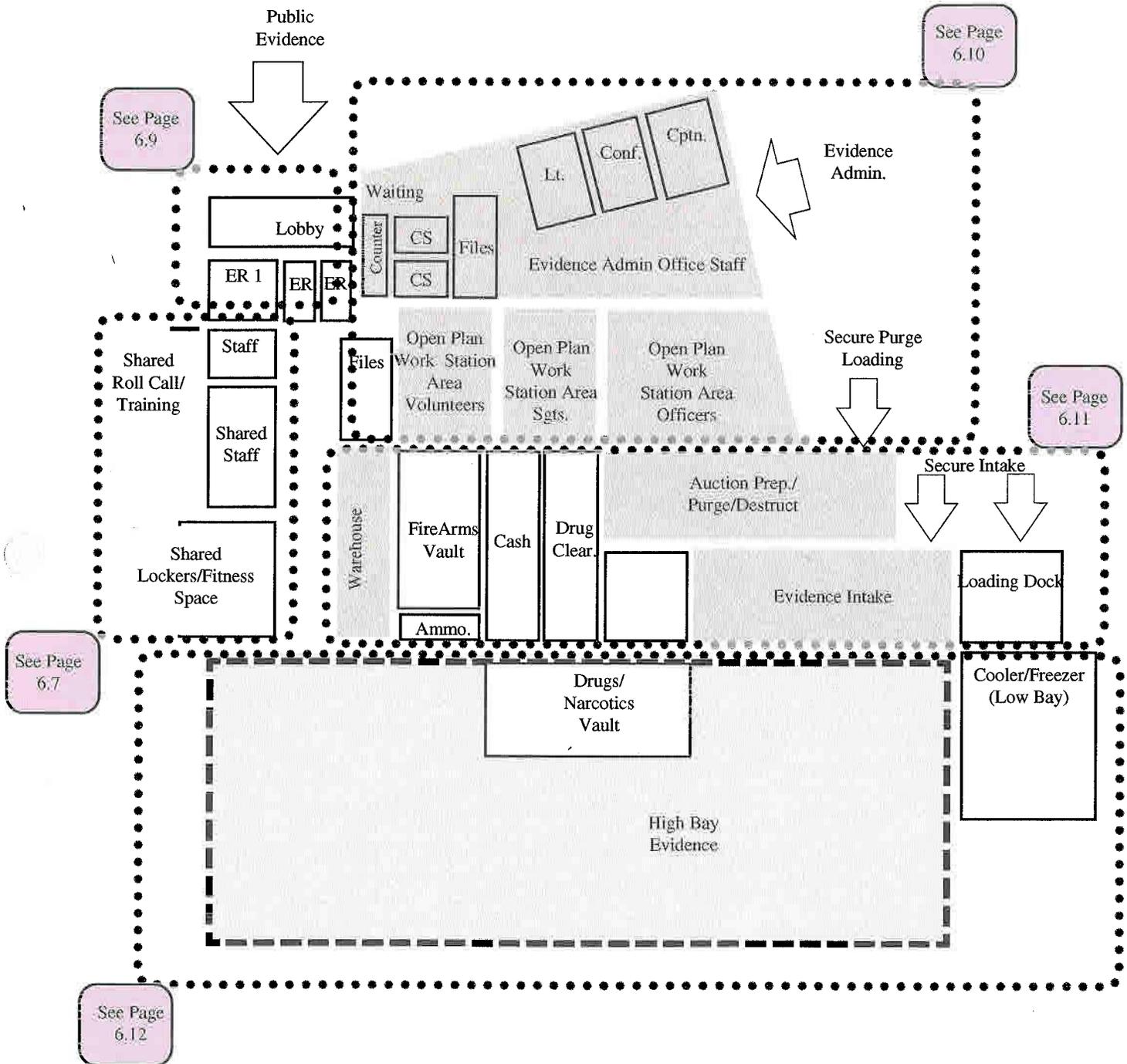
**Uniform & Equipment Warehouse**  
Spatial Adjacencies

District of Columbia Metropolitan Police Department  
Evidence Facility  
Space Needs Assessment • Adjacency Diagrams  
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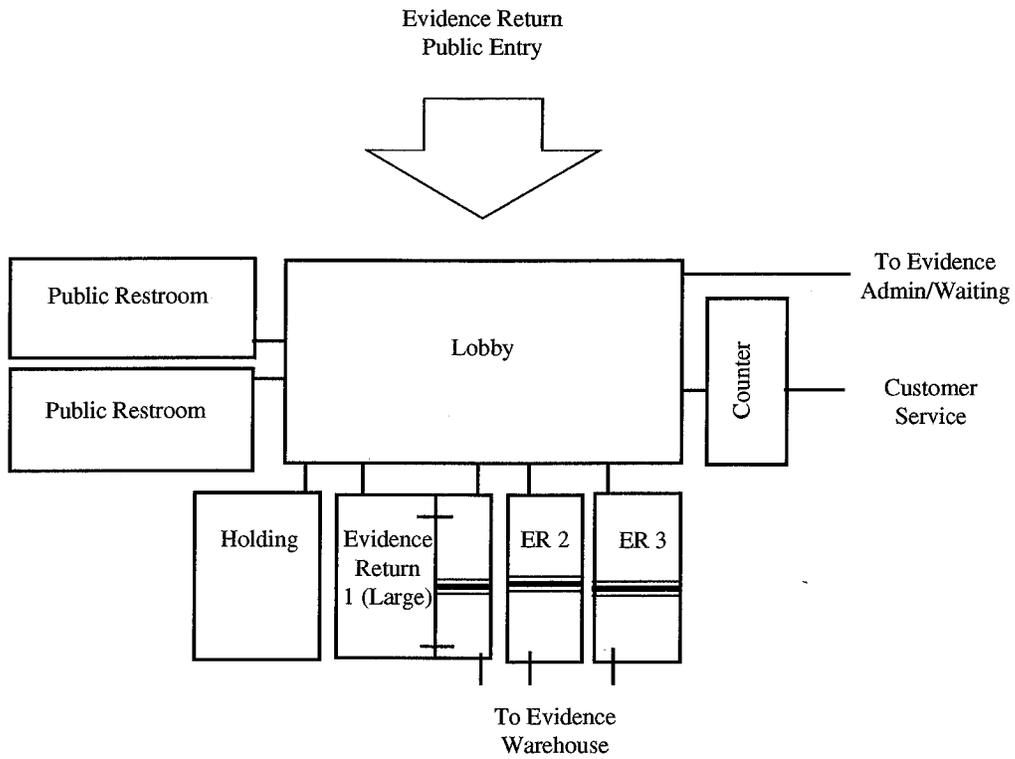
**Shared Fitness/Meeting/Lunchroom**  
Evidence Warehouse and Admin Spacial Adjencies

**District of Columbia Metropolitan Police Department  
Evidence Facility  
Space Needs Assessment • Adjacency Diagrams  
Draft Issue • July, 2002**



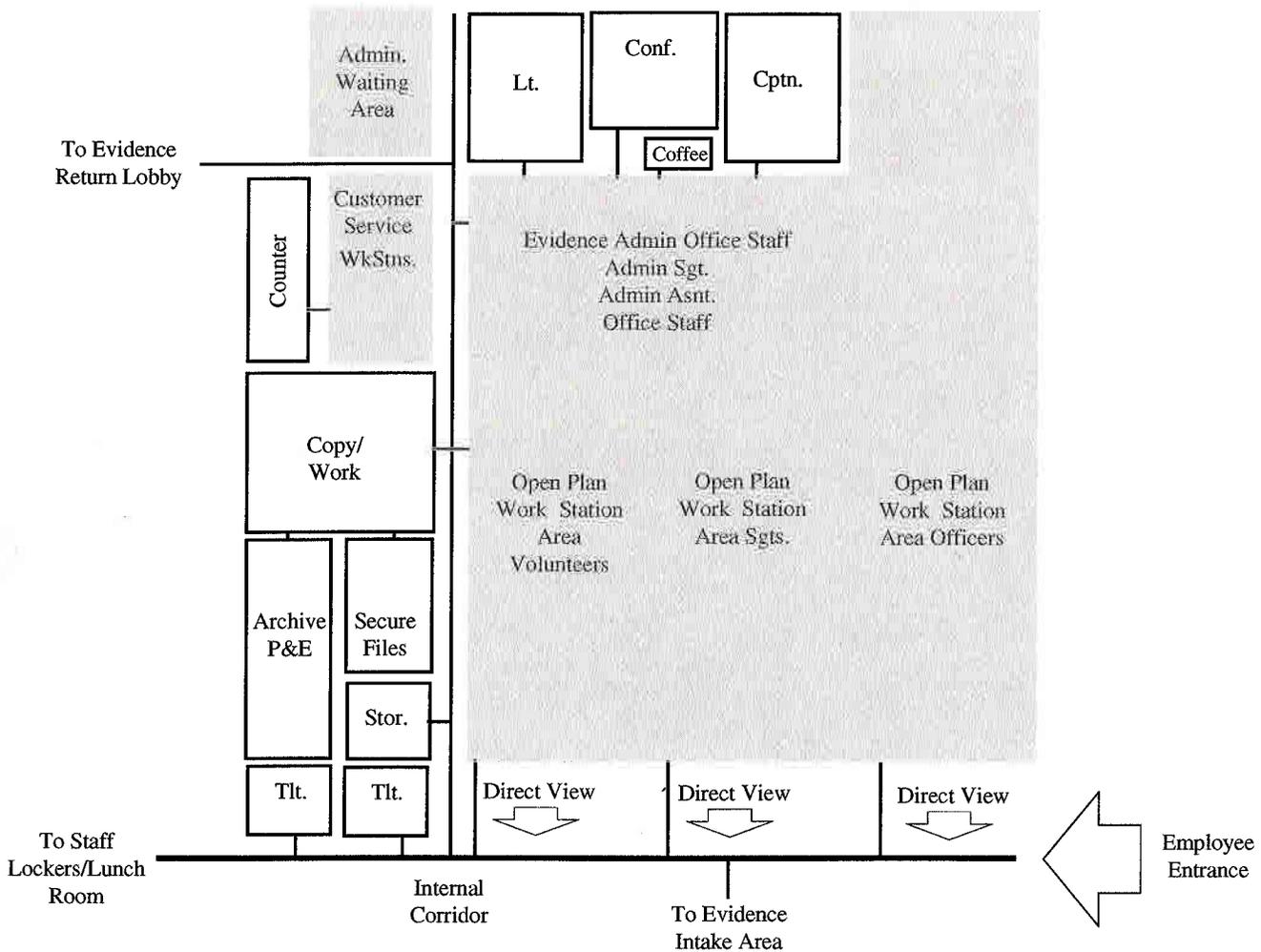
**Evidence  
Evidence Warehouse and Admin Spatial  
Adjacencies**

District of Columbia Metropolitan Police Department  
Evidence Facility  
Space Needs Assessment • Adjacency Diagrams  
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**Evidence Return Lobby**  
Spatial Adjacencies

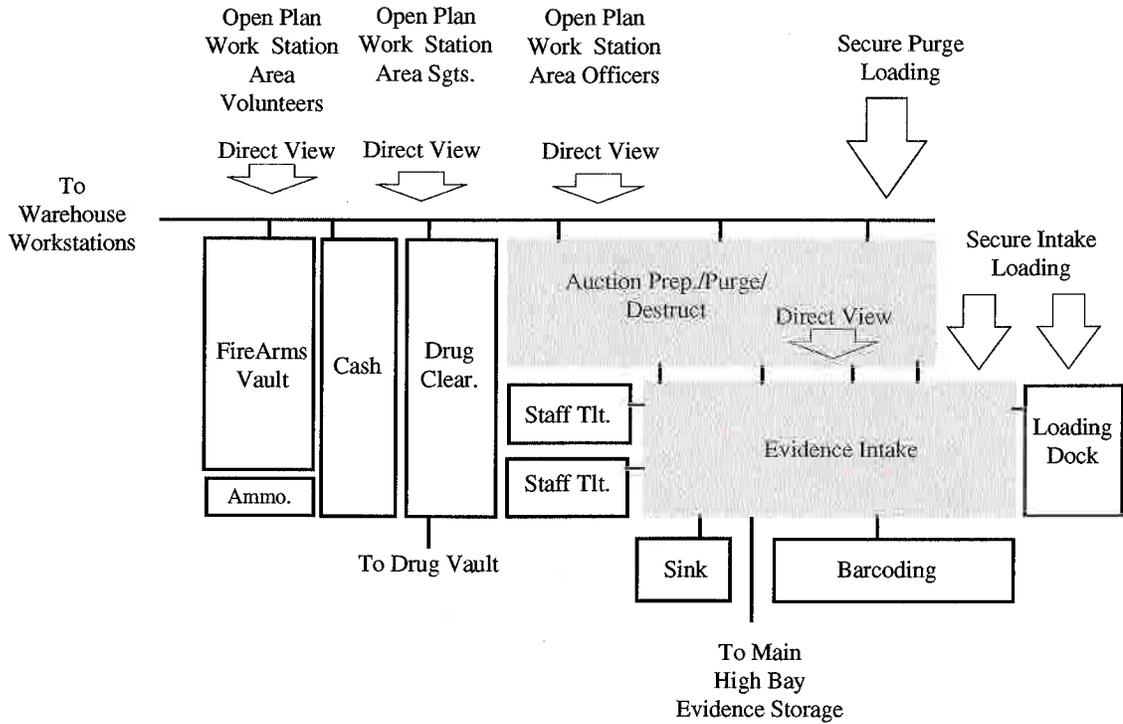
**District of Columbia Metropolitan Police Department**  
**Evidence Facility**  
 Space Needs Assessment • Adjacency Diagrams  
 Draft Issue • July, 2002



**Evidence Admin.**  
**Sspatial Adjacencies**

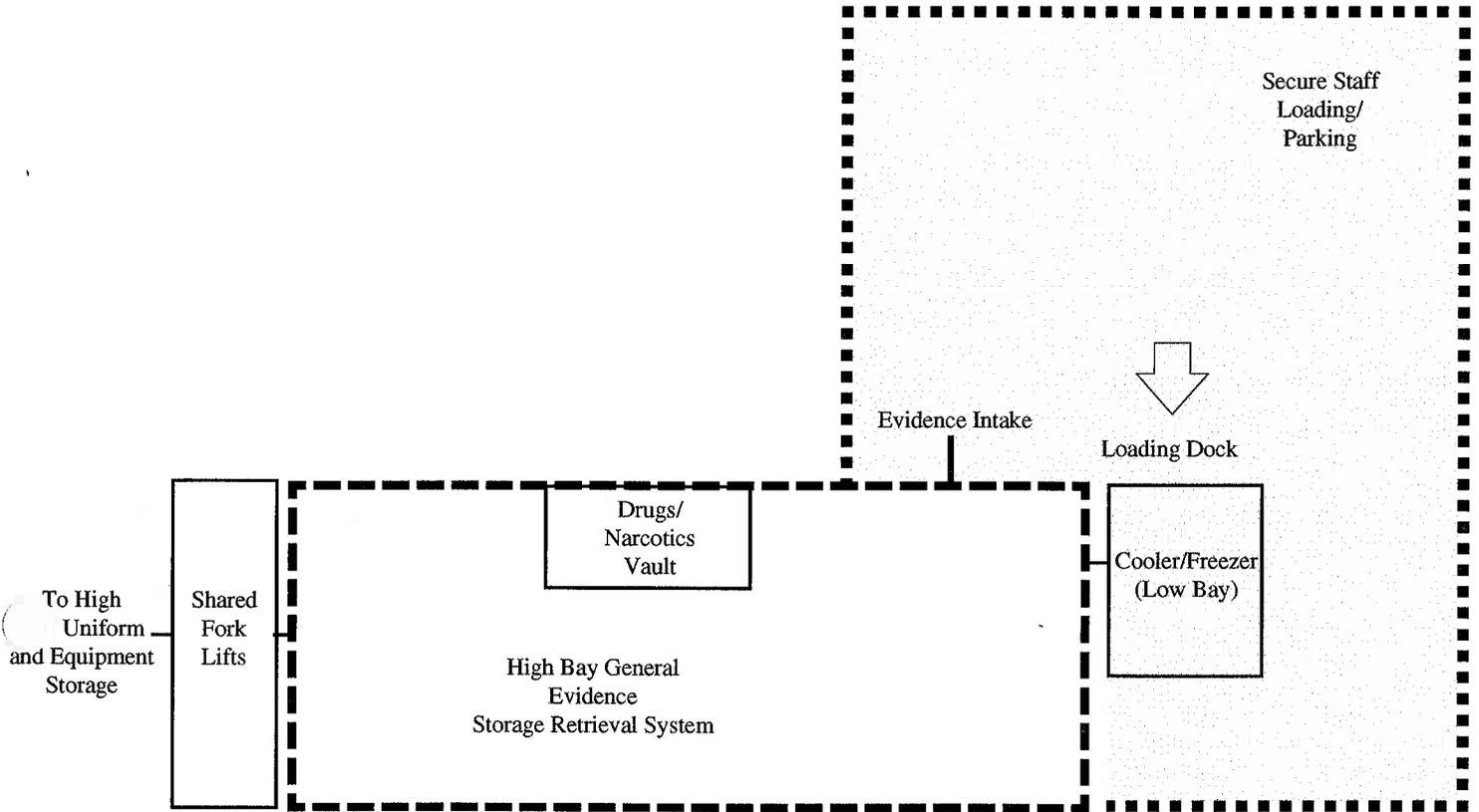
**District of Columbia Metropolitan Police Department  
 Evidence Facility  
 Space Needs Assessment • Adjacency Diagrams  
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Shared  
 Roll Call/  
 Training  
 Conf.



**Evidence Intake  
 Sspatial Adjacencies**

District of Columbia Metropolitan Police Department  
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Space Needs Assessment • Adjacency Diagrams  
Draft Issue • July, 2002



**General Evidence**  
Spatial Adjacencies

**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Square Footage Summary  
• May 2002 •**

Building Square Footage Summary						
Page No	Milestones	5-02 +2		5-02 +2		Remarks
		Staffing		Area Totals	Area Totals	
<b>Administrative Offices</b>						
2	Property/Evidence Admin.	26	30	4,476	4,786	
3	Equip/Uniform Admin.	12	15	2,240	2,495	
<b>Warehouse Areas</b>						
4	Evidence Property Warehouse	0	0	49,306	68,266	Some High Bay (See Page 4)
5	Equip/Uniform Warehouse	0	0	7,233	7,233	Some High Bay (See Page 5)
<b>Support Spaces</b>						
6	Public Space/Training Rms.	0	0	2,175	2,175	
6	Locker/Fitness	0	0	2,168	2,325	
Staff Subtotal:		38	45			

Total Net Square Footage (Single Story)	67,598	87,280
Structural/Design Factor (.090 x NSF)	6,084	7,855
Janitorial/Mechanical Factor (.097 x NSF)	6,557	8,466
<b>Total Gross Square Footage</b>	<b>80,238</b>	<b>103,601</b>

**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Square Footage Summary  
• May 2002 •**

Milestones	5-02	+2	5-02	+2		5-02	+2			
	Staffing				Space Code	Area Totals		Area Totals		Remarks

15

**Property/Evidence Administration**

Captain	1	1	1	1	PO5	225		225		
Lieutenant	1	1	1	1	PO3	168		168		
Admin Sergeant	1	1	1	1	OP4	84		84		
Sergeants	4	6	3	5	OP4	252		420		Room with View of Remaining Staff
Officers	11	11	11	11	OP3	748		748		Intake Type Worksta. (9 + 2 DEA Temp. Assign.)
Office Staff	4	4	4	4	OP3	272		272		
Customer Service Clerks			2	2	OP3	136		136		At Service Counter
Warehouse Staff	3	5			NA	0		0		Workstation in Warehouse Area (+2 Fut. DNA)
Admin. Assistant	1	1	1	1	OP4	84		84		
Volunteer(s)			7	7	OP3	476		476		
					NA	0		0		
					NA	0		0		
<u>Support Spaces:</u>										
Admin. Waiting			1	1	WTG4	108		108		At Admin. Assist.
Secure File Rm.					SUM	304		384		High Security (1 Hr Fire Resistive Room)
• Secure Personal Files			4	6	LFL4	64		96		Admin Files
• Archived P&E Records			15	18	LFL4	240		288		SF Can Reduce if HD Files Acquired
Conf. Room			1	1	CNF8	180		180		Near Captain/Lt.
Admin. Storage			1	1	STOR2	80		80		Supplies
Coat Closet			1	1	COAT1	16		16		
Coffee Alcove			1	1	COF2	48		48		In/Nr. Conf. Rom.
Copy Work Room					NA	0		0		Shredder, paper stor.
• Copier			2	2	CPY1	60		60		Overhead Storage
• Shredder			1	1	CPY1	30		30		
• 2 Fax Machine			2	2	FAX	20		20		
• Collating Counter			1	1	100	100		100		Mail Rm. /UPS/FedEx/Postage Meter
• 2 Laser Printers			2	2	PRNT	20		20		
Toilet			2	2	T1	100		100		
					NA	0		0		
Holding Cell Adult (Wet)			1	1	HC1	70		70		CALEA
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
					NA	0		0		
<b>Subtotals</b>	26	30				3,581		3,829		
Circulation	25%					895		957		
<b>Net Area</b>						4,476		4,786		

**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Square Footage Summary  
• May 2002 •**

Milestones	5-02	+2	5-02	+2		5-02	+2	
	Staffing				Space Code	Area Totals	Area Totals	Remarks

**Uniform & Equipment Admin.**

Supervisor	2	2	2	2	PO2	240	240
Counter Staff	3	4	3	4	OP3	204	272
Admin. Staff	2	3	2	3	OP3	136	204
Senior Warehouse	1	1	1	1	OP3	68	68
Warehouse	3	4	3	4	OP3	204	272
Admin Assistant	1	1	1	1	OP4	84	84

					NA	0	0
					NA	0	0
					NA	0	0

Support Spaces:

Files			6	6	LFL4	96	96	
Copy			1	1	CPY2	80	80	
Counter Service			1	1	100	100	100	Currently 46X20 (920SF)
• Self Service Supply			1	1	20	20	20	
Dressing Rooms			2	2	30	60	60	
Engraving Rm.			1	1	100	100	100	Currently 30X9 (270 SF)
Secure Goods Room			1	1	400	400	400	Currently (500 SF), W/ Prox. Rdr. (Badges etc.)
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	

Subtotals		12	15			1,792	1,996	
Circulation	25%					448	499	
<b>Net Area</b>						<b>2,240</b>	<b>2,495</b>	





**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Square Footage Summary  
• May 2002 •**

Milestones	5-02	+2	5-02	+2	Space Code	Area Totals	Area Totals	Remarks
	Staffing							
<b>Meeting &amp; Public Areas</b>								
Discovery/Evidence Triage			3	3	100	300	300	PHX (225) CCTV
Public Lobby (P&E)			1	1	400	400	400	PHX (392)
Public Lobby (E&U)			1	1	400	400	400	
Public Restrooms			2	2	170	340	340	1Male + 1Female (Between 2 Lobbies)
					NA	0	0	
Roll Call/Training Rm. (For 30)			1	1	525	525	525	PHX (525)
Lunch Room			1	1	300	300	300	PHX (384) Shared Buildingwide
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
Subtotals	0	0				1,740	1,740	
Circulation	25%					435	435	
<b>Net Area</b>						<b>2,175</b>	<b>2,175</b>	

<b>Lockers/Fitness Space:</b>								
M Lockers			29	34	LKR3	342	405	75% Male
FM Lockers			29	34	LKR3	342	405	75% Female
M toilet/sinks/showers area			3	3	T1SH1	270	270	
FM toilet/sinks/showers area			2	2	T1SH1	180	180	
					NA	0	0	
Fitness Room			1	1	600	600	600	PHX (468)
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
					NA	0	0	
Subtotals	0	0				1,734	1,860	
Circulation	25%					434	465	
<b>Net Area</b>						<b>2,168</b>	<b>2,325</b>	

**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Square Footage Summary  
• May 2002 •**

**Site Size Calculation: One Story Building  
All Parking at Grade**

Parking Calculations	No. of Vehicle		SF/ Veh.	SF Totals		
	5-02	+2		5-02	+2	
<b>Secure Motorcourt Parking:</b>						
• Administrative Offices	0	0	350	0	0	See Other Spaces
• Property Evidence Admin.	3	4	350	1,050	1,400	
• Fleet Vehicles	16	19	450	7,200	8,550	
• Staff POV	35	41	350	12,250	14,350	
<b>Secure Vehicle Storage:</b>						
• Asset Seizure Vehicles	0	0	350	0	0	Could Be "Valet" Stack
• New Vehicle - Phase In	0	0	350	0	0	Could Be "Valet" Stack
• Old Vehicle - Phase Out (Surveyed)	0	0	350	0	0	Could Be "Valet" Stack
• 18 Wheel Temp. Storage	1	1	1,750	1,750	1,750	
• Misc. Outdoor Storage				2,100	2,100	
<b>Secure Loading Delivery:</b>						
• Loading Spaces (P & E)	2	2	550	1,100	1,100	2 Elevated/1 Flat (all W/Leveler)
• Loading Spaces (E & U)	2	2	550	1,100	1,100	
<b>Non-Secure Parking:</b>						
• Other Agency Parking	2	2	350	700	700	
• Public Parking	10	10	350	3,500	3,500	
<b>Subtotal</b>	<b>71</b>	<b>81</b>		<b>30,750</b>	<b>34,550</b>	
Circulation Factor				1.35	1.35	
<b>Subtotal: Parking and Circulation Area in SF</b>				<b>41,513</b>	<b>46,643</b>	

Building and Non-Parking Related Site Needs			
Parking and Circulation Area in SF (From Prev. Page)	41,513	46,643	
Building Footprint	80,238	103,601	Single Story
Controlled Motorcourt Entry and Exit	2,000	2,000	Card Reader Monument
Emergency Generator Fuel Tanks	700	700	Screened Above Grade
Outdoor Break Area	600	600	Screened
Trash Compactor Enclosure / Loading Area	1,500	1,500	Access Outside Motorcourt
<b>Subtotal: Site Area Need in SF (See Note 2)</b>	<b>126,551</b>	<b>155,044</b>	
		<b>3.56</b>	Acres

- Note:** 5,116,447
1. Site Needs May Increase for Irregular Shaped Sites or Sites with Extreme Topography.....
  2. Needs to Add Space for Setbacks, Snow Stack, Landscaping Allowances.

**Terms:**  
 Motorcourt = Secure parking zone with masonry perimeter wall and gates at each entry.  
 Other Agency = Non Metro DC Police Department officials who work periodically with MDCPD.

**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Square Footage Summary  
• May 2002 •**

**Site Size Calculation: One Story Building  
All Parking at Grade**

Parking Calculations	No. of Vehicle		SF/ Veh.	SF Totals		
	5-02	+2		5-02	+2	
<b>Secure Motorcourt Parking:</b>						
• Administrative Offices	0	0	350	0	0	High Bay
• Property Evidence Admin.	3	4	350	1,050	1,400	Uniform and Equipment :
• Fleet Vehicles	16	19	450	7,200	8,550	
• Staff POV	35	41	350	12,250	14,350	
<b>Secure Vehicle Storage:</b>						
• Asset Seizure Vehicles	50	65	350	17,500	22,750	Could Be "Valet" Stack
• New Vehicle - Phase In	50	50	350	17,500	17,500	Could Be "Valet" Stack
• Old Vehicle - Phase Out (Surveyed)	30	30	350	10,500	10,500	Could Be "Valet" Stack
• 18 Wheel Temp. Storage	1	1	1,750	1,750	1,750	
• Misc. Outdoor Storage				2,100	2,100	
<b>Secure Loading Delivery:</b>						
• Loading Spaces (P & E)	2	2	550	1,100	1,100	2 Elevated/1 Flat (all W/Leveler)
• Loading Spaces (E & U)	1	1	550	550	550	+(1) Garage Indoor (In Bldg. SF)
<b>Non-Secure Parking:</b>						
• Other Agency Parking	2	2	350	700	700	
• Public Parking	10	10	350	3,500	3,500	

<b>Subtotal</b>	<b>200</b>	<b>225</b>	<b>75,700</b>	<b>84,750</b>
Circulation Factor			1.35	1.35
<b>Subtotal: Parking and Circulation Area in SF</b>			<b>102,195</b>	<b>114,413</b>

Building and Non-Parking Related Site Needs		
Parking and Circulation Area in SF (From Prev. Page)	102,195	114,413
Building Footprint	80,238	103,601
Controlled Motorcourt Entry and Exit	2,000	2,000
Emergency Generator Fuel Tanks	700	700
Outdoor Break Area	600	600
Trash Compactor Enclosure / Loading Area	1,500	1,500
<b>Subtotal: Site Area Need in SF (See Note 2)</b>	<b>187,233</b>	<b>222,814</b>
	<b>5.12</b>	Acres

- Note:** 7,352,857
1. Site Needs May Increase for Irregular Shaped Sites or Sites with Extreme Topography.....
  2. Needs to Add Space for Setbacks, Snow Stack, Landscaping Allowances.

**Terms:**  
 Motorcourt = Secure parking zone with masonry perimeter wall and gates at each entry.  
 Other Agency = Non Metro DC Police Department officials who work periodically with MDCPD.

**The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Space  
Standards  
• July 2002 •**

**Introduction:** The space standards that follow establish the basis for the square footage projections found in the staff and space spreadsheets in Chapter <>.

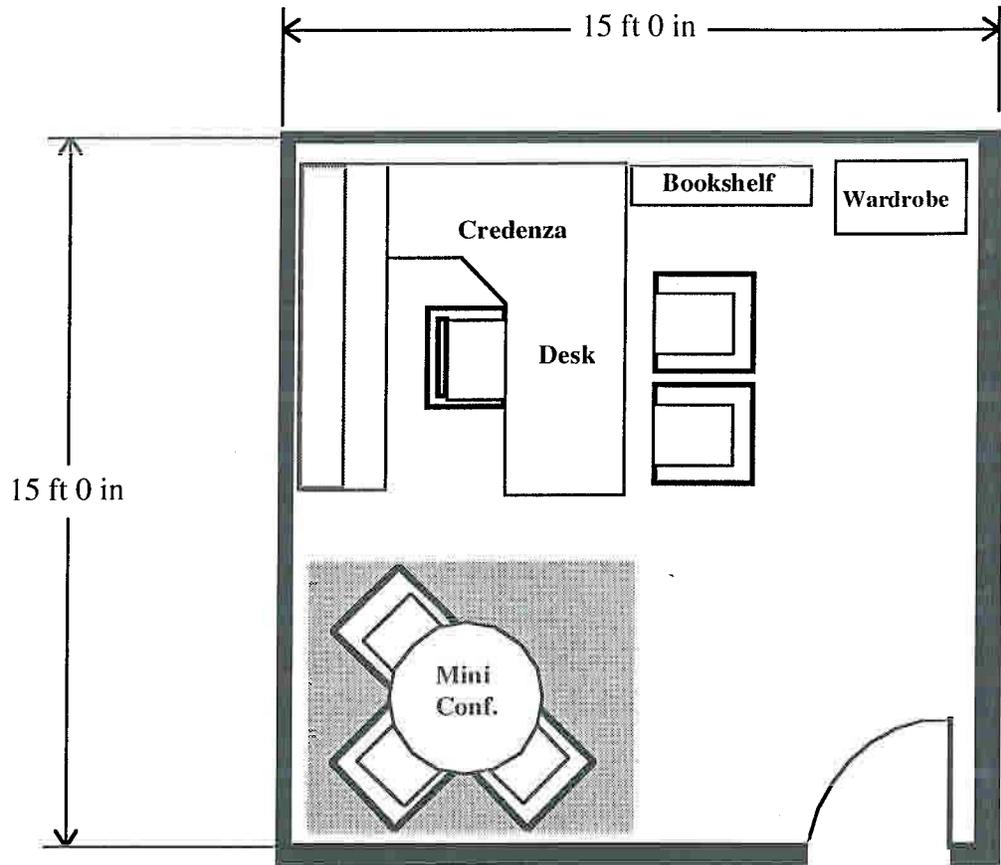
Each of the sketches that follow illustrates either a typical office space, open plan workstation, specialized equipment, or some other support space/equipment that is used repetitively throughout the building.

It is important to keep in mind that these office space diagrams merely suggests possible furniture arrangements, it is not McClaren, Wilson & Lawrie's intention to dictate at such an early phase either the final room shape or furniture arrangement. The illustrate the required square footage programmed and the basic requirements of the spaces. Illustrating the suggested furniture arrangements is intended to aid the reader to conceptualize the relative size of the spaces in question.

It is also important to realize that smaller spaces and workstations (anything less than 100 square feet) require supplemental circulation (beyond the basic circulation factored in each section). The supplemental circulation is as indicated on each space standard.

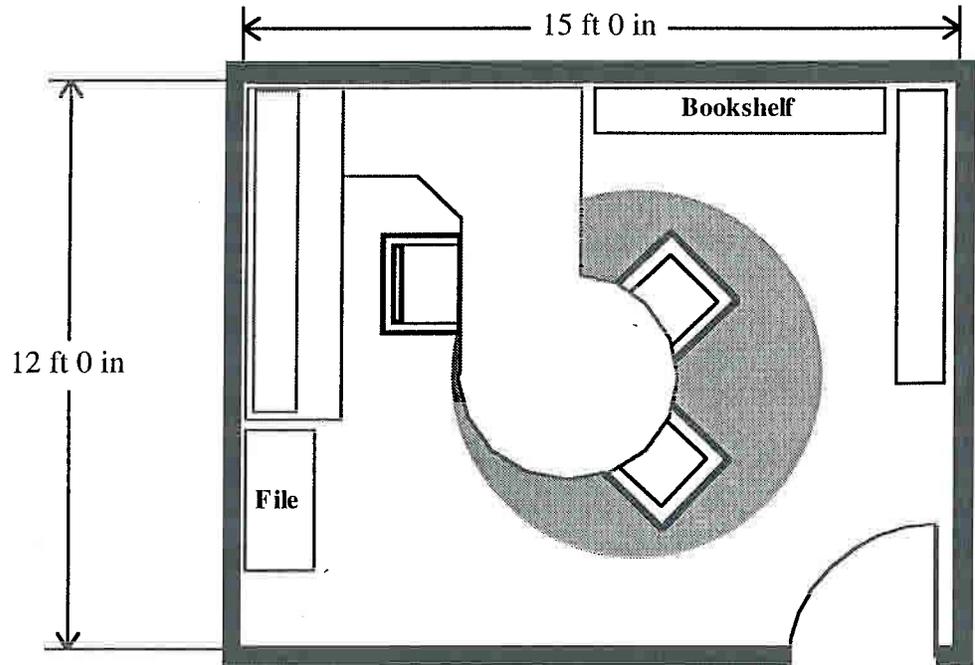
These standards have been developed by McClaren, Wilson & Lawrie, Inc. based on adaptations from a variety of space standards utilized by government agencies and private industry.

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Evidence Facility Space Needs Assessment • Space  
Standards  
• July 2002 •



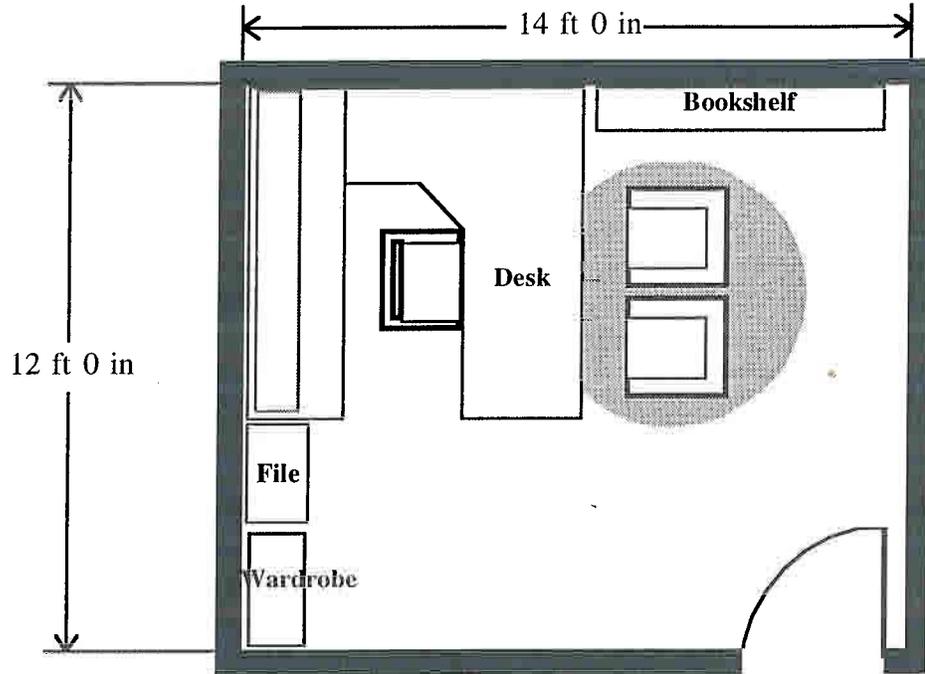
Private Office  
225 SF  
PO5

The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Space  
Standards  
• July 2002 •



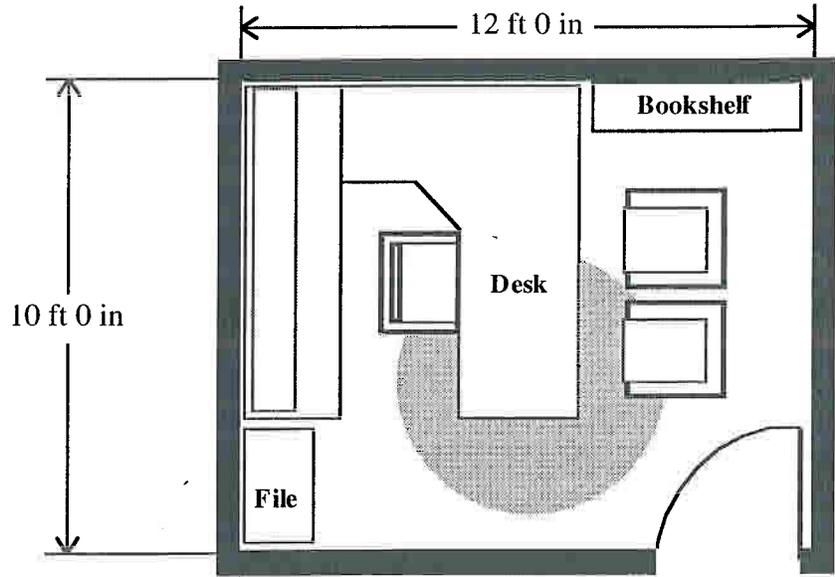
180 SF  
PO4  
(Not Used)

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Evidence Facility Space Needs Assessment • Space  
Standards  
• July 2002 •



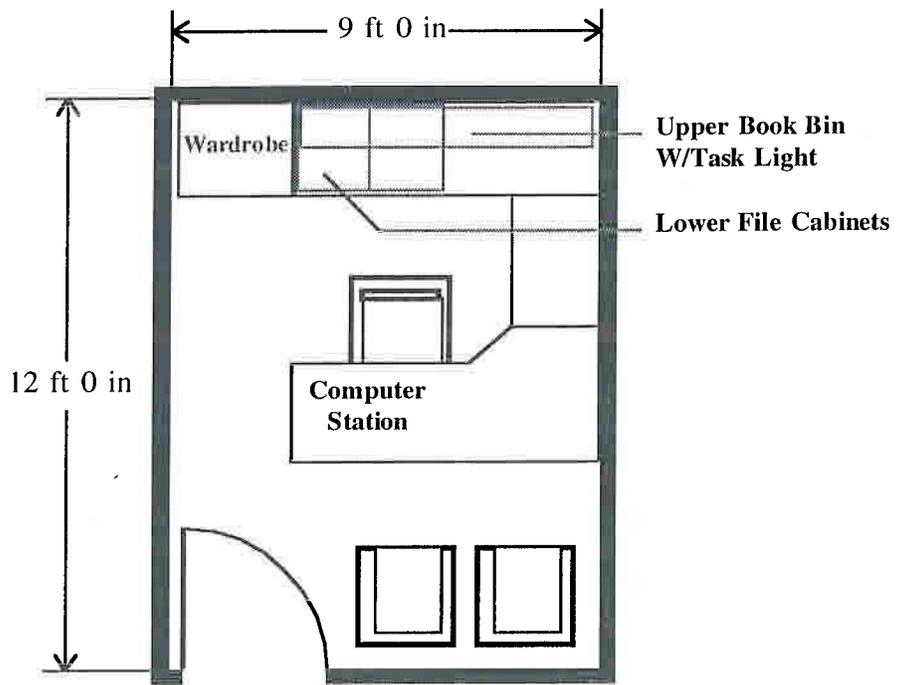
168 SF  
PO3

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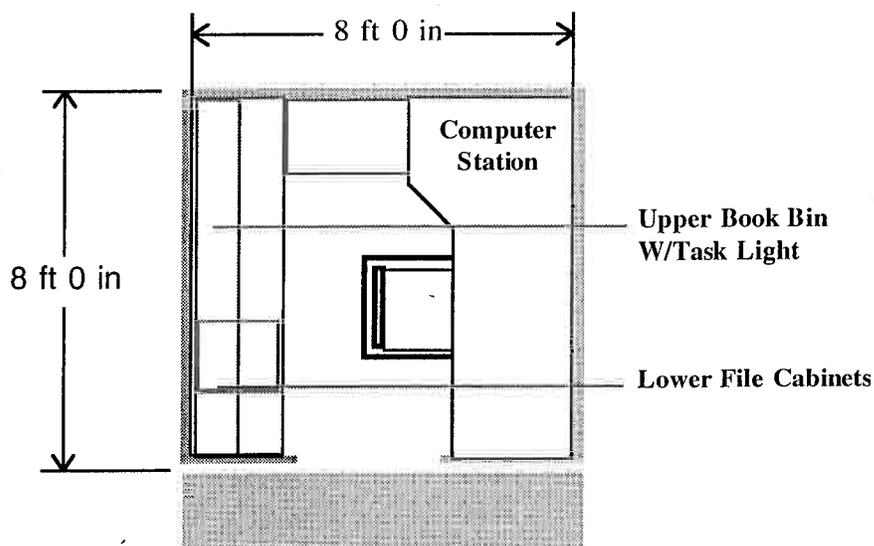
120 SF  
PO2

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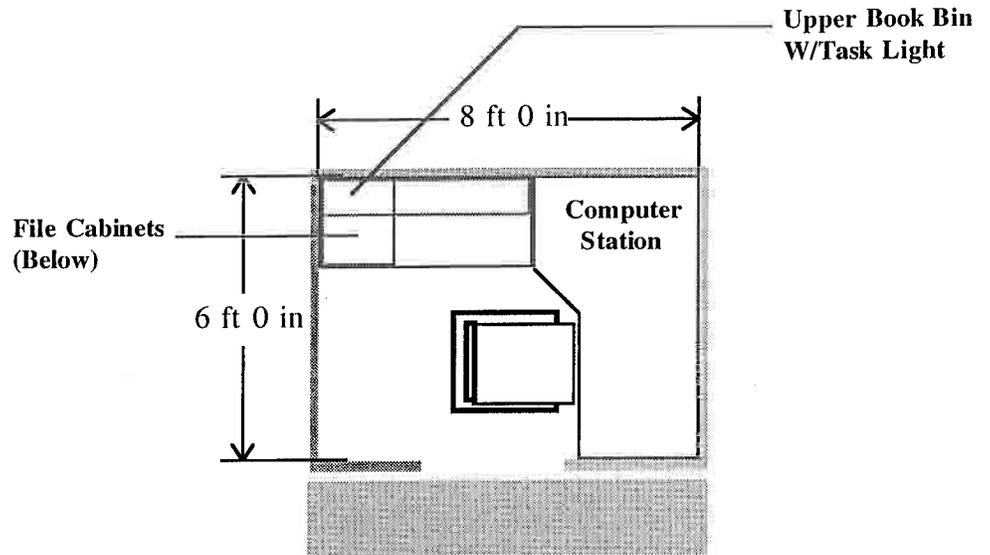
Office  
108 SF  
PO1

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Evidence Facility Space Needs Assessment • Space  
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• July 2002 •



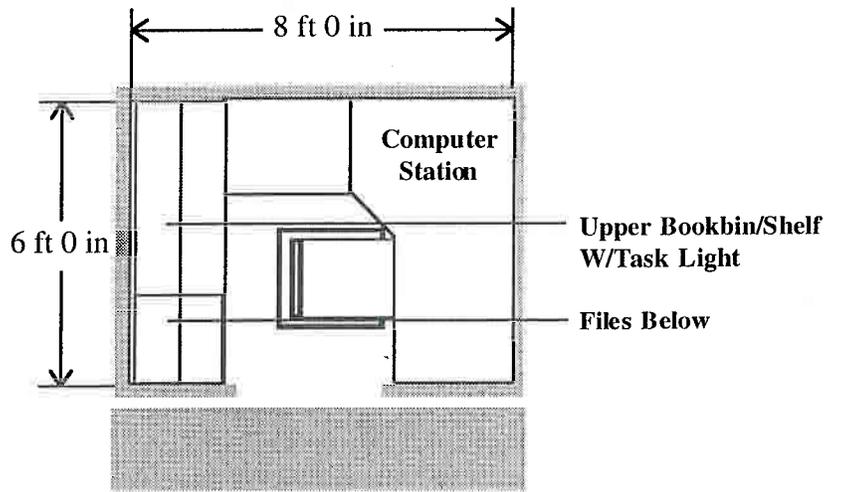
**Open Plan Workstation**  
**64 SF (Actual)**  
**20 SF (Add'l Circulation)**  
**84 SF Total**  
**OP4**

The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Space  
Standards  
• July 2002 •



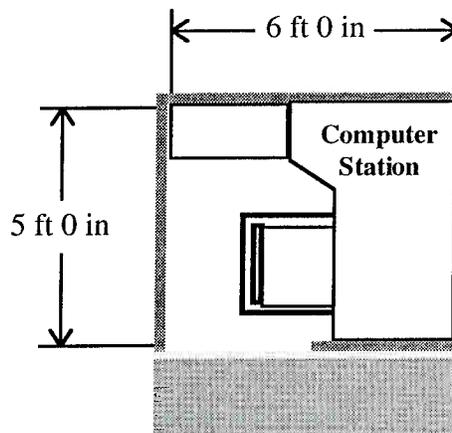
**Open Plan Workstation**  
48 SF (Actual)  
20 SF (Add'l Circulation)  
68 SF Total  
OP3

The District of Columbia  
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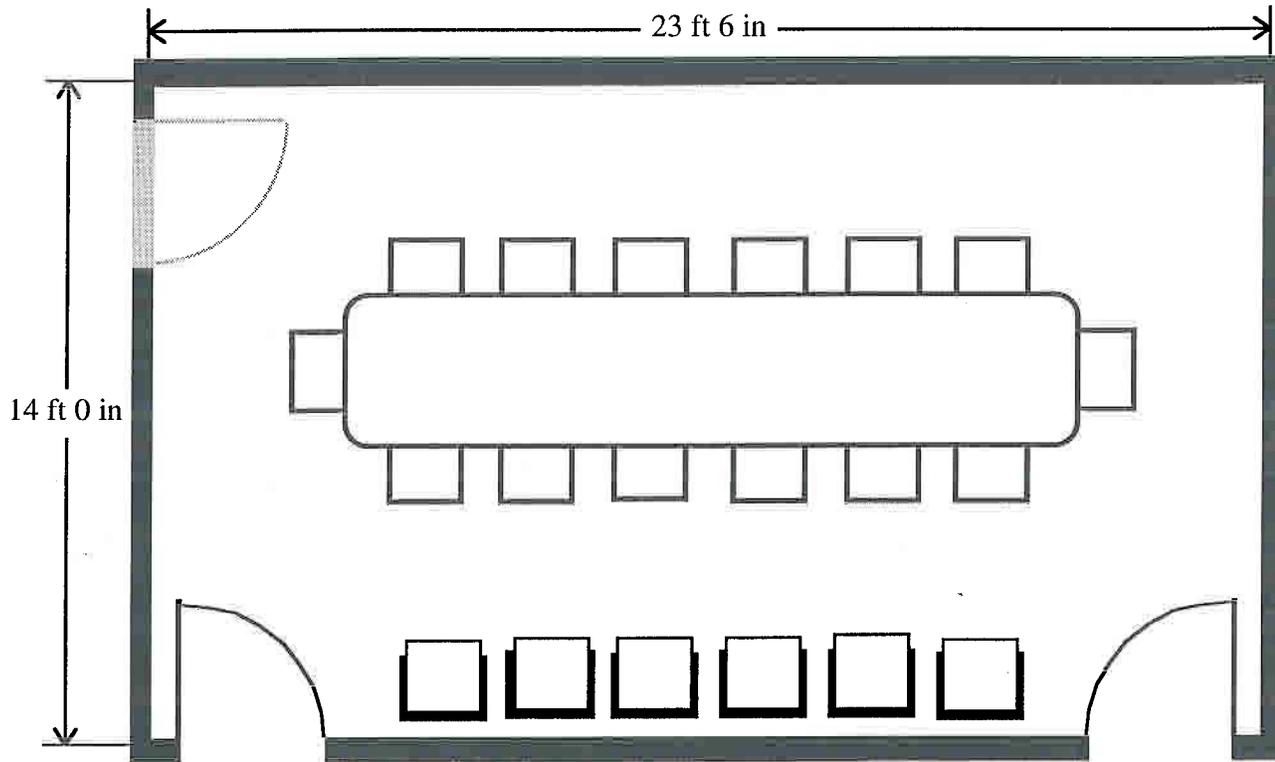
**Workstation**  
**48 SF (Actual)**  
**16 SF (Add'l Circulation)**  
**64 SF Total**  
**OP2**  
**(Not Used)**

The District of Columbia  
Metropolitan Police Department  
Evidence Facility Space Needs Assessment • Space  
Standards  
• July 2002 •



**Workstation**  
**30 SF (Actual)**  
**15 SF (Add'l Circulation)**  
**45 SF Total**  
**OP1**  
**(Not Used)**

**The District of Columbia  
 Metropolitan Police Department  
 Evidence Facility Space Needs Assessment • Space  
 Standards  
 • July 2002 •**

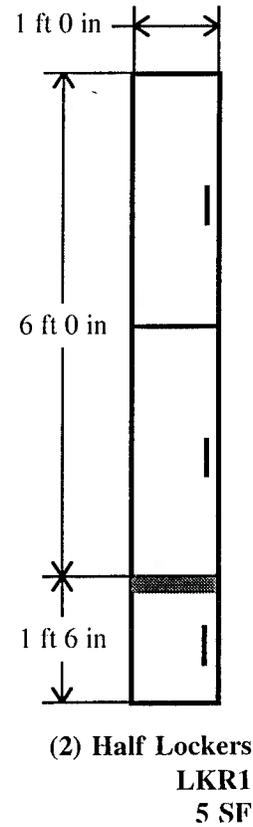
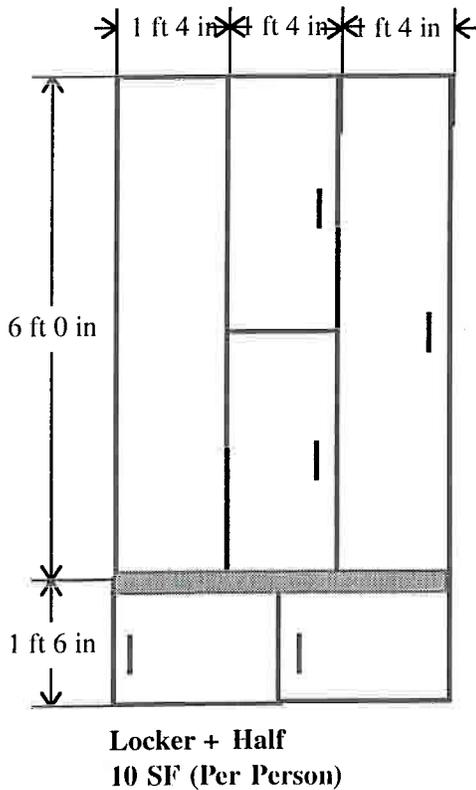
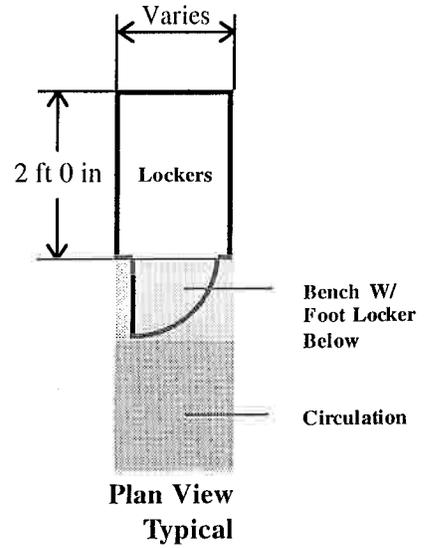
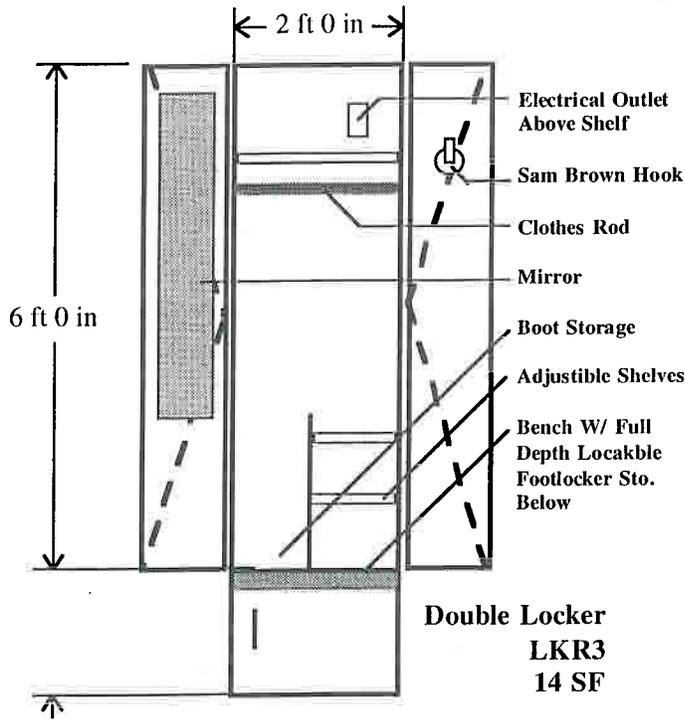


**Conference Room**

<b>Code</b>	<b>Capacity</b>	<b>SF</b>	<b>Code</b>	<b>Capacity</b>	<b>SF</b>
CNF4	For 4	120 SF	<b>CNF20</b>	<b>For 20</b>	<b>330 SF (Shown)</b>
CNF6	For 6	150 SF	CNF22	For 22	384 SF
CNF8	For 8	180 SF	CNF24	For 24	408 SF
CNF10	For 10	224 SF	CNF28	For 28	448 SF
CNF12	For 12	240 SF	CNF30	For 30	480 SF
CNF14	For 14	266 SF	CNF34	For 34	544 SF
CNF16	For 16	288 SF	CNF40	For 40	600 SF
CNF18	For 18	324 SF	CNF46	For 46	690 SF

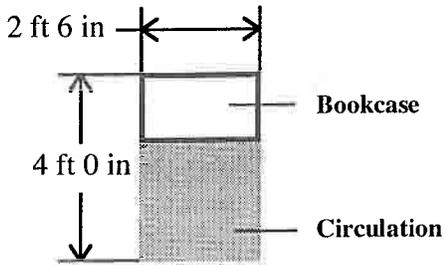
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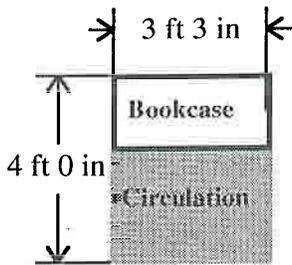


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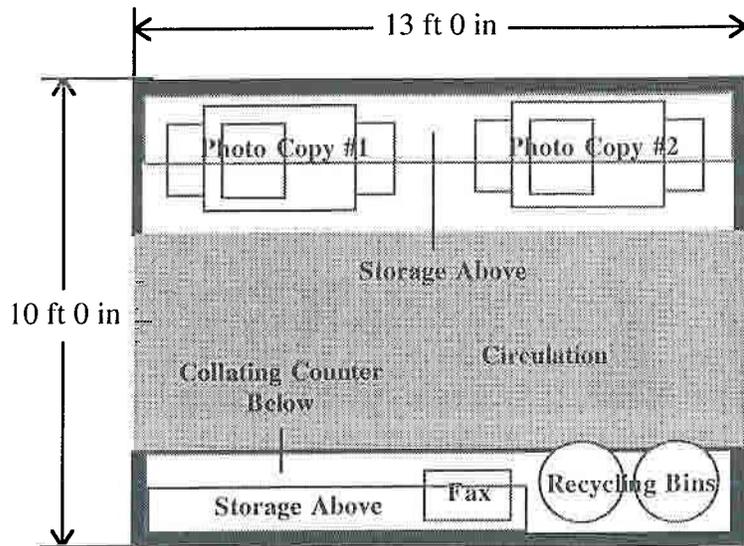
The District of Columbia  
 Metropolitan Police Department  
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 • July 2002 •



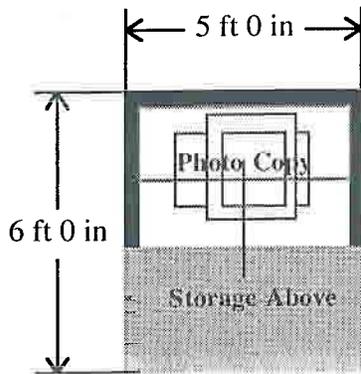
**Bookcase 1**  
 10 SF  
 BK1



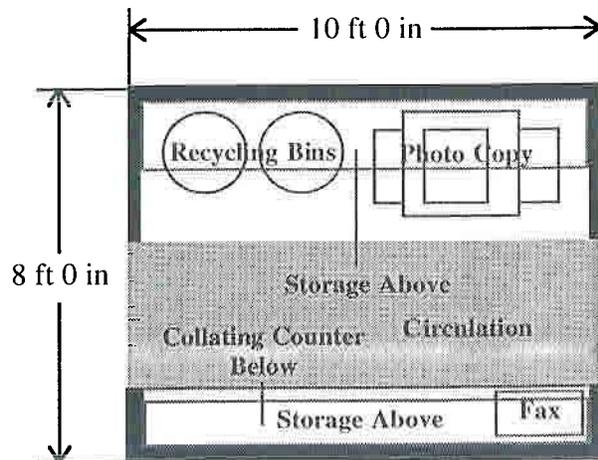
**Bookcase 4**  
 13 SF  
 BK4



**Copy Hub**  
 150 SF  
 CPY3

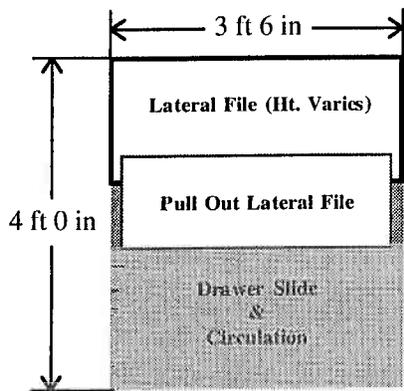


**Copy Alcove**  
 30 SF  
 CPY1

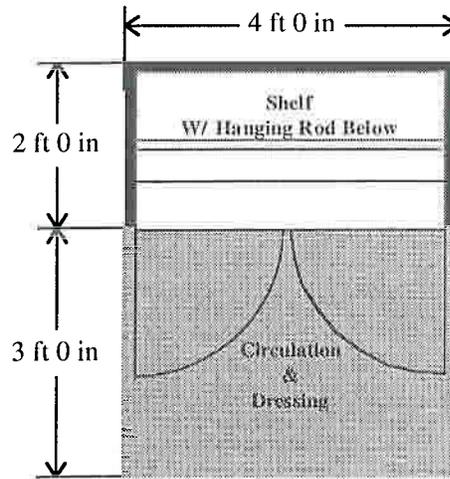


**Copy Station**  
 80 SF  
 CPY2

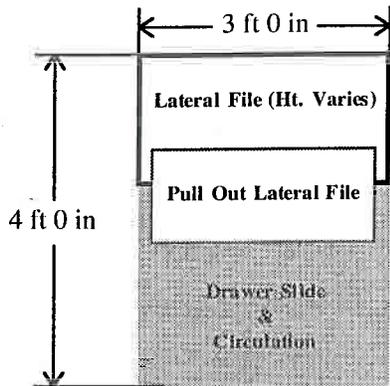
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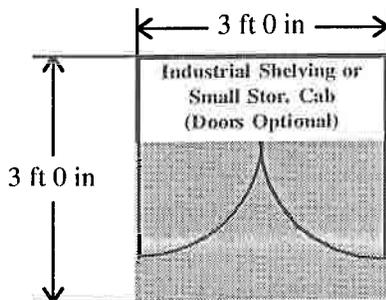
**File Cabinets / Lateral 3.5**  
 14 SF  
 LFL35



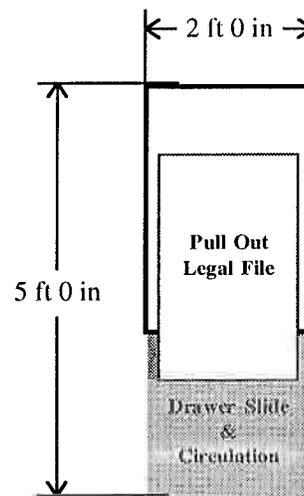
**Wardrobe/Storage Cab**  
 20 SF  
 SCB2  
 11 SF  
 SCB1



**File Cabinets / Lateral 3**  
 12 SF  
 LFL3



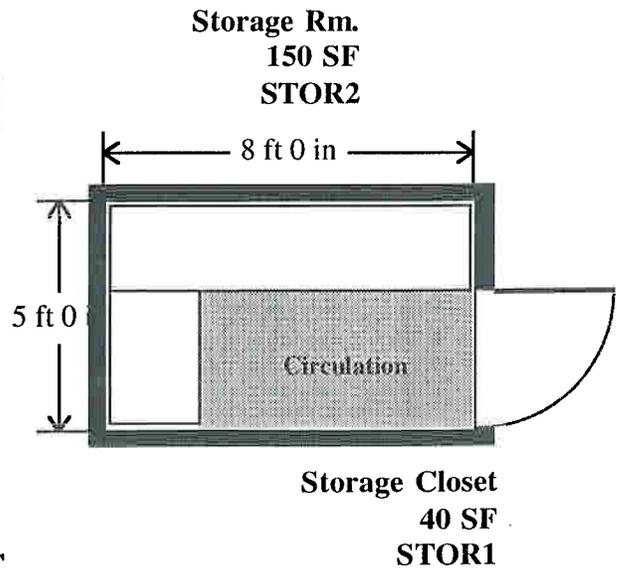
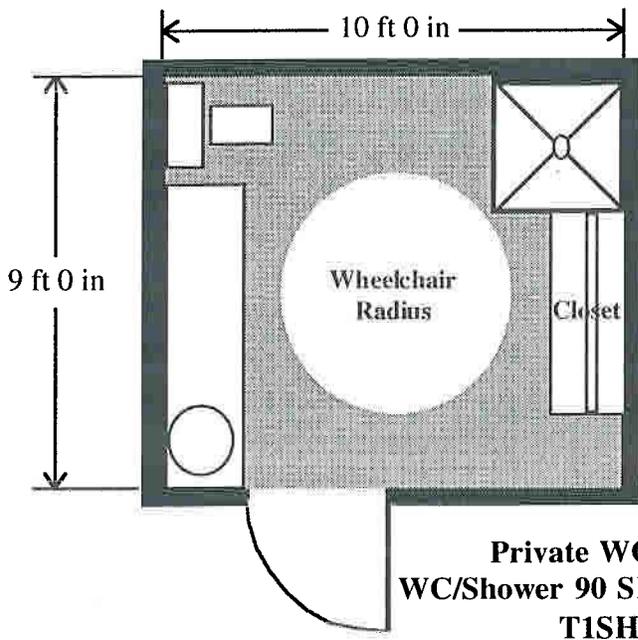
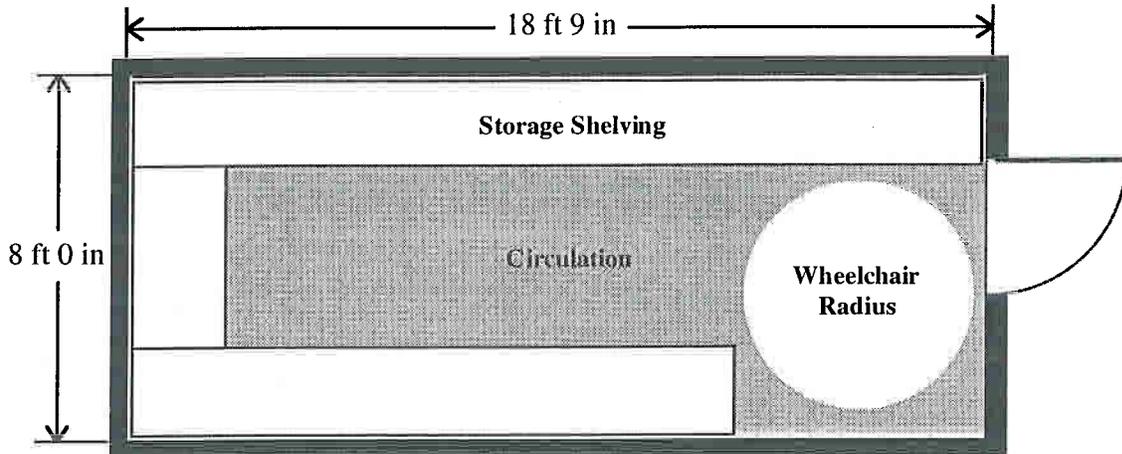
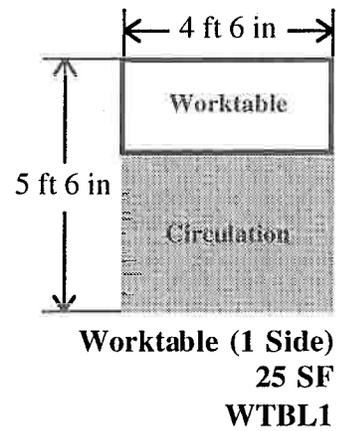
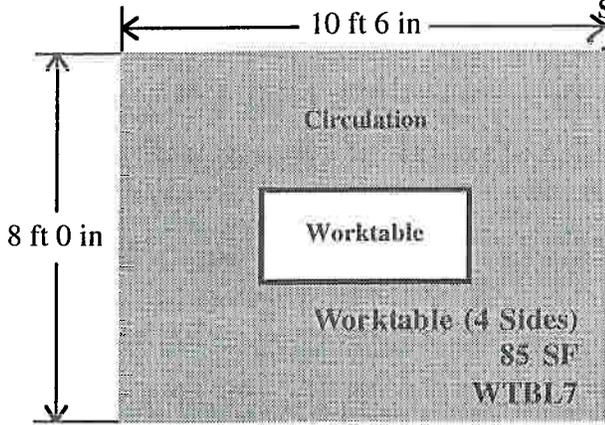
**Storage Cabinets/  
 Industrial Shelving**  
 9 SF  
 SHLF1



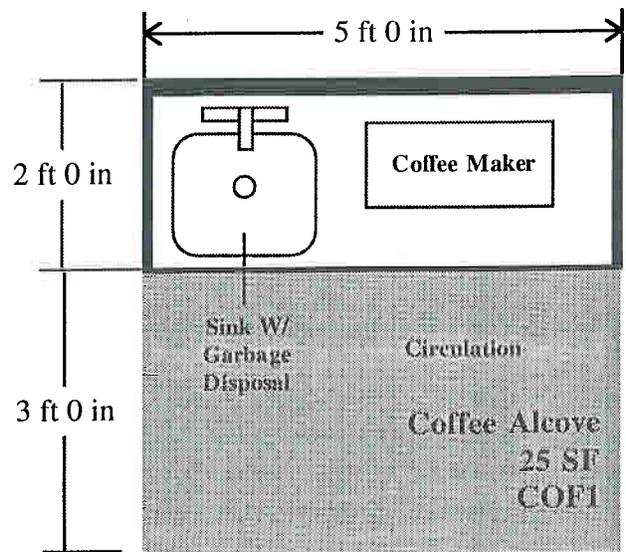
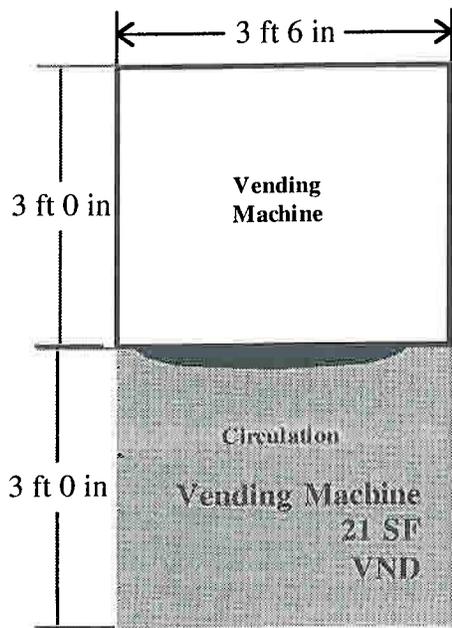
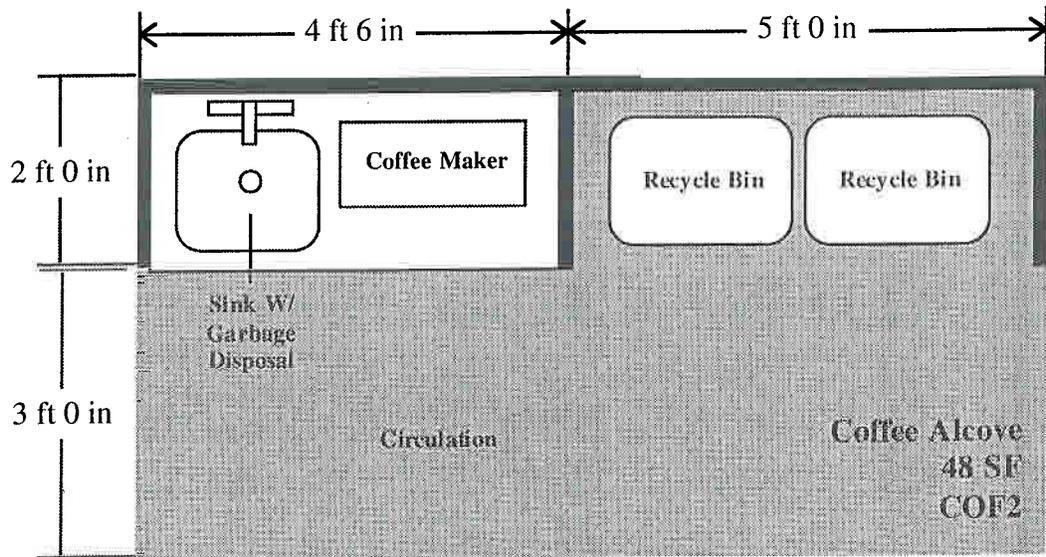
**File Cabinets / Legal  
 (Ht. Varies)**  
 10 SF  
 F11

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# SPECIAL ORDER



Title <b>Community Outreach Program for Filing Citizens Complaints</b>	
Topic/Number <b>SO-04-01</b>	
Effective Date <b>January 16, 2004</b>	Distribution <b>B</b>
Related to: General Order PER-120.25 (Citizens Complaints) General Order PER-120.26 (Office of Citizen Complaint Review) General Order OPS-204.10 (Policing for Prevention: Monthly PSA Meetings)	

## DISTRICT OF COLUMBIA

I. Background.....	Page 1	III. Procedural Guidelines.....	Page 2
II. Policy.....	Page 2		

### I. BACKGROUND

Citizen complaints can be frustrating to all the parties involved. Citizens can become frustrated believing their complaints are not taken seriously or are not seriously or objectively investigated. Officers can become frustrated feeling that citizens do not understand the responsibilities and pressures of police work. City officials can become frustrated because they feel uncertain about how best to hold the police accountable for officer misconduct. These factors have combined to hamper the Department's ability to form partnerships with citizens, to build safe and healthy communities throughout the District of Columbia. The Department is committed to taking actions conducive to fostering trust within our communities.

The Memorandum of Agreement (MOA) between the Department of Justice, the District of Columbia, and the Metropolitan Police Department, signed June 13, 2001, addresses some of the issues surrounding citizen complaints. One of the mandates of the MOA is that the Department must carry out a community outreach program to ensure that the public is informed of the various avenues for filing complaints against MPD members.

This Special Order is intended to implement the Department's community outreach program for informing the public of the various methods for filing complaints/commendations. Direct contact with citizens occurs with every member of the Department in the course of his/her regular duties. Special efforts to inform members of the public of various avenues to file complaints are required from those MPD units, such as Policing for Prevention, Victim Services, and Youth Violence. Citizens may file complaints against a member of the MPD with the Office of Citizen Complaint Review (OCCR) at 730 11th Street, NW Suite 500, in person with MPD, by telephone (including TTY), through the mail, or electronically through email, or by accessing the MPD website at <http://mpdc.dc.org>. The Department also accepts and investigates third party and anonymous complaints.

The Department actively participated in the development of the MOA. By signing the MOA, the Chief of Police has committed the Department to comply with its mandates.

## II. POLICY

The policy of the Metropolitan Police Department is to inform the public of the avenues for filing complaints against or writing commendations for members of the MPD.

## III. PROCEDURAL GUIDELINES

### A. General Responsibilities of Members

1. Members shall inform citizens who object to an officer's conduct that they can file a complaint with the OCCR or the Department.
2. Members shall carry informational brochures, "Filing Citizen Complaints Against Metropolitan Police Officers and the Complaint Review Process," while on duty and assigned to a vehicle, and give a copy of the brochure to a citizen when requested, or when a citizen has a question about filing citizen complaints against/commendations for officers.
3. Members or employees of the Department who come in contact with citizens who wish to file a complaint against a member, including himself/herself, shall immediately notify an official.
4. Members shall comply with requests from citizens to provide their badge number for purposes of identifying the officer in a complaint.

### B. Schedule of Quarterly Meetings

Every PSA shall devote time to inform the public of the contents of the MOA and the various methods of filing citizen complaints, during one PSA Community Meeting per quarter beginning January 1, 2004 through December 31, 2004. At such meetings, brochures will be distributed to the public at the sign-in tables. Individuals receiving the brochures will indicate the receipt in a special column on the sign-in sheet, as documentation of the public dissemination of the MOA requirements.

### C. Schedule of Semi-Annual Meetings

For the remaining term of the MOA, every PSA shall devote time to inform the public of the contents of the MOA and the various methods of filing citizen complaints semi-annually during one of the PSA Community Meetings.

- Meeting to be held between 1/1/05 and 6/30/05
- Meeting to be held between 7/1/05 and 12/31/05
- Meeting to be held between 1/1/06 and 6/30/06
- Meeting to be held between 7/1/06 and 12/31/06

D. Arrangement of Meetings

1. At least one week before the meeting, the time and location of the meeting shall be published on the MPD website, and in the following public locations within the respective PSA: libraries, schools, grocery stores, and community centers, etc.
2. Taking into account the diversity of the community within the respective PSA, the notice shall be in English and in the primary languages spoken in the community.
3. The meetings shall include presentations and information on MPD and MPD operations, in order to enhance interaction between officers and community members in daily policing activities.

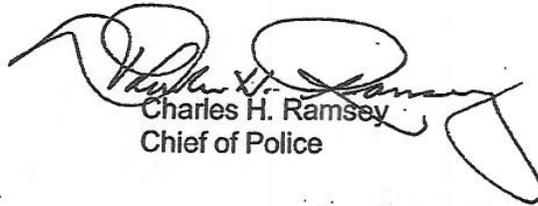
E. Availability of Posters, Brochures and Information

District and Unit Commanders shall be responsible for ensuring the following:

1. An adequate supply of the informational brochure, "Filing Citizen Complaints Against Metropolitan Police Officers and the Complaint Review Process" is available at the District or Unit for dissemination to the public and to officers.
2. An adequate supply of OCCR Complaint Forms and Fact Sheets are available at the District or Unit for dissemination to the public and to officers.
3. The informational poster, "Citizen Complaints Against Metropolitan Police Officers," is posted at the District or Unit in an area accessible and frequented by the public. The poster must be clearly visible, as to make it easy to read. Replacement posters shall be requested as soon as possible after discovering that a poster is missing or damaged, rendering it incomplete, unreadable, or not presentable. Posters are available through the Office of Citizen Complaint Review Liaison Unit, Office of Professional Responsibility.
4. Provide a copy of the MOA to all Captains and PSA Lieutenants under their command.

F. Reporting Responsibilities

Each Assistant Chief, Regional Operations Command, shall ensure that a quarterly report is submitted by each district, reflecting compliance with the requirements contained in this order for the first year of this order (through 2004), and semiannually for the next two years of the term of the MOA (2004-2006), to the Office of Professional Responsibility through channels.



Charles H. Ramsey  
Chief of Police

CHR:NMJ:MAR:afa:rsk

## **Attachment W Design Deliverables**

### **A. Bid Package Plan**

1. Contractor shall develop a general project approach and specific construction and system integration bid package plan to ensure that the project is delivered as quickly as practical within the period of performance.
2. Contractor shall work with the District to formulate an overall contracting strategy for the project that meets the goals stated above. Contractor shall submit the bid package plan for review and approval by the District. Contractor shall incorporate and fully address all District comments/concerns related to Contractor's proposed bid package plan. Contractor shall coordinate its work with the approved bid package plan, which may be modified from time to time, to take into account changing priorities and opportunities.
3. Contractor shall configure design and execute bidding to start construction of the facilities well in advance of completion of full building design, or detailed engineering for the various electronic systems.
4. Because the project assumes a very aggressive eighteen-month construction schedule, including installation and commissioning of all systems, Contractor shall pursue every opportunity to shorten these durations.

### **B. Specific Information / Requirements**

1. Contractor shall provide Architect/Engineering (A/E) Services for the design at the site designated by the District. A tentative site has been selected for the project. The selected site may contain existing buildings that must be addressed for potential environmental hazards that must be remedied prior to start of construction.
2. The Contractor shall perform site feasibility analysis. The analysis shall address issues related to the site suitability, but not limited to the following:
  - a. Geotechnical information
  - b. Utilities availability

- c. Utilities survey/mark-ups
  - d. Zoning requirements
  - e. Coordination with WMATA (Metro)
  - f. Vibration analysis
3. Attachment A (consisting of A-1, A-2 and A-3) indicates the contract requirements and the number of copies for each submittal by Contractor at the completion of each design progress phase. A minimum of 3 design submission phases are required. Drawings shall be submitted in the number of full-sized blue-line prints designated herein, plus one vellum reproducible set. The reproducible set for the final Construction Documents shall be submitted in Mylar form. Other documents shall be submitted bound in the number of copies described herein, except that two of the copies shall be unbound camera-ready copies. Contractor to coordinate the title page information with the District.
  4. Contractor shall coordinate, with all applicable local utilities, the requirements necessary for this facility to operate, and confirm that all upgrades to applicable utilities are completed prior to the building commissioning, activation and completion.
  5. All work described herein shall comply with the requirements of pertinent codes and ordinances, the directions and orders of authorities having jurisdiction, and the requirements of utility companies providing services to the project.
  6. Contractor shall provide submissions to the District in the form, content and number of copies described herein for each design phase, as required to support the District approvals.
  7. The Contractor shall obtain District approvals for each design phase prior to proceeding with the following phase.
  8. Contractor shall advise the District, allowing sufficient advance notice, of the timing and duration of District activities which are necessary for timely and satisfactory performance of Contractor within above prescribed schedule and shall incorporate subject activities/tasks into master project schedule.

**Attachment A – A-1. Schematic Design Submission Requirements Summary  
(35% Design)**

The list below is a summary of submittal requirements from Contractor. An "X" indicates that one copy of the specific service is required. A number indicates the required number of copies to be submitted by Contractor to the District representative.

<u>x</u>	1. Schematic Design
<u>5</u>	2. Bid Package Analysis
<u>5</u>	3. Contractor Quality Control Plan
<u>5</u>	4. Consolidated Basis of Design Report
<u>3</u>	5. Code Compliance Analysis and Report (CCAR)
<u>x</u>	6. Interior Design Services
<u>x</u>	7. Model - Block
<u>2</u>	8. Architectural Finish Board of proposed exterior materials
<u>6</u>	9. NCPC Submittal Package, if required
<u>2 ea</u>	10. Mounted and Framed Color Renderings (min. two versions)
<u>2</u>	11. Soil Borings and Soil Analysis
<u>N/A</u>	12. Topographic Survey
<u>x</u>	13. Geotechnical/Hydrological Report
<u>N/A</u>	14. Value Engineering (VE) Services
<u>x</u>	15. Design Review Participation
<u>x</u>	16. Studies
<u>5</u>	22. Cost Estimates
<u>5</u>	24. Full-Sized Drawing Sets and Half-Sized Drawing Sets
<u>5</u>	25. Specification Printed Copy (including index and table of contents)
<u>2</u>	26. Specifications on CD-ROM
<u>5</u>	27. Engineering Schedule (i.e., regarding production of drawings, specifications and bid packages.)
<u>1</u>	28. Drawings in AutoCAD Release 14 (or higher) electronic format, on CD-ROM, with detailed index. 30"x42" drawing sheet size to be utilized.
<u>x</u>	29. Division 00 and 01 specifications, tailored to meet the specific requirements of the project and early bid packages.
<u>N/A</u>	30. Special Submittals Required
<u>5</u>	31. EMI and RF analyses and MPE calculations
<u>5</u>	32. Detailed Monthly Progress Reports
<u>x</u>	33. Coordination of Design with Environmental Assessment, Planning/Zoning, NCPC, other applicable reviews/submissions.

**Attachment A – A.2. Design Development – Submission Requirements (60% Design)**

<u>x</u>	1. Design Development
<u>5</u>	2. Bid Package Analysis (updated)
<u>5</u>	3. Contractor Quality Control Plan (In basis of design report)
<u>5</u>	4. Consolidated Basis of Design Report (updated)
<u>2</u>	5. Updated Code Compliance Analysis and Report (CCAR)
<u>x</u>	6. Interior Design Services
<u>x</u>	7. Model
<u>2</u>	8. Architectural Finish Board (revised to incorporate comments from SD Phase)
<u>6</u>	9. National Capitol Planning Commission Submittal Package (NCPC)
<u>2</u>	10. Mounted and Framed Color Renderings
<u>N/A</u>	11. Soil Borings and Soil Analysis
<u>N/A</u>	12. Topographic Survey
<u>x</u>	13. Value Engineering (VE) Services
<u>x</u>	14. Design Review Participation
<u>5</u>	15. Studies
<u>x</u>	16. Shop Drawing Review (for active bid packages in this phase)
<u>x</u>	17. Construction Phase In-Office Consultation (for active bid packages in this phase)
<u>x</u>	18. Construction Phase Field Consultation (for active bid packages in this phase)
<u>x</u>	19. As-Built Drawings Preparation (for active bid packages in this phase)
<u>x</u>	20. Construction Schedule for active bid packages
<u>5</u>	21. Cost Estimates
<u>x</u>	22. List of subcontractors for Bid Packages in this phase.
<u>5</u>	23. Full-Sized Drawing Sets and Half-Sized Drawing Sets
<u>5</u>	24. Specification Printed Copy (including index and table of contents)
<u>1</u>	25. Specifications on CD-ROM
<u>5</u>	26. Engineering Schedule (and input to master project schedule)
<u>1</u>	27. Drawings in AutoCAD Release 14 (or higher) electronic format, on CD-ROM, with detailed index. 30"x42" drawing sheet size to be utilized.
<u>x</u>	28. Division 00 and 01 specifications, tailored to meet the specific requirements of the project and specific bid packages
<u>N/A</u>	29. Special Submittals Required
<u>5</u>	30. EMI and RF analysis and mitigation details (In Basis of Design report)
<u>5</u>	31. Detailed Monthly Progress Reports
<u>x</u>	32. Coordination of Design with Environmental Assessment, Planning/Zoning, NCPC, other applicable reviews/submissions

**Attachment A – A.3. Construction Documents Phase Submission Requirements (95% Design)**

<u>x</u>	1. Construction (and detailed System Integration) Documents
<u>5</u>	2. Updated Bid Package Analysis (In basis of design report)
<u>5</u>	3. Updated Contractor Quality Control Plan (In basis of design report)
<u>5</u>	4. Consolidated Basis of Design Report (updated)
<u>2</u>	5. Updated Code Compliance Analysis and Report (CCAR)
<u>x</u>	6. Interior Design Services
<u>1</u>	7. Model - Detailed
<u>2</u>	8. Architectural Finish Board
<u>6</u>	9. National Capitol Planning Commission Submittal Package (NCPC)
<u>2</u>	10. Mounted and Framed Renderings
<u>N/A</u>	11. Soil Borings and Soil Analysis
<u>N/A</u>	12. Topographic Survey
<u>N/A</u>	13. Value Engineering (VE) Services
<u>N/A</u>	14. Design Review Participation
<u>5</u>	15. Studies
<u>x</u>	16. Shop Drawing Review (for active bid packages in this phase)
<u>N/A</u>	17. Construction Phase In-Office Consultation (for active bid packages in this phase)
<u>x</u>	18. Construction Phase Field Consultation (for active bid packages in this phase)
<u>x</u>	19. As-Built Drawings Preparation (for active bid packages in this phase)
<u>x</u>	20. Construction Schedule for active bid packages
<u>5</u>	21. Cost Estimates
<u>5</u>	22. List of Contractors for Bid Packages in this phase.
<u>5</u>	23. Full-Sized Drawing Sets and Half-Sized Drawing Sets
<u>5</u>	24. Specification Printed Copy (including index and table of contents)
<u>1</u>	25. Specifications on CD-ROM
<u>5</u>	26. Engineering Schedule (and input to master project schedule)
<u>1</u>	27. Drawings in AutoCAD Release 14 (or higher) electronic format, on CD-ROM, with detailed index.
<u>x</u>	28. Division 00 and 01 specifications, tailored to meet the specific requirements of the project and specific bid packages
<u>x</u>	29. Special Submittals Required
<u>5</u>	30. EMI and RF analysis
<u>5</u>	31. Detailed Monthly Progress Reports
<u>N/A</u>	32. Environmental Assessment