

FILE NO. 001207

ORDINANCE NO. 237-00

1 [Enforcement of Public Works Labor Standards]  
2 AMENDING CHAPTER 6 OF THE SAN FRANCISCO ADMINISTRATIVE CODE BY  
3 AMENDING SECTION 6.22(E) TO STRENGTHEN ENFORCEMENT OF THE CITY'S  
4 PREVAILING WAGE REQUIREMENTS AND OTHER REQUIREMENTS IMPOSED ON  
5 PUBLIC WORKS CONTRACTORS BY THE CHARTER AND CHAPTER 6 OF THE SAN  
6 FRANCISCO ADMINISTRATIVE CODE, AND TO INCREASE THE PENALTIES FOR  
7 VIOLATING PREVAILING WAGE REQUIREMENTS, AND BY ADDING A NEW SECTION  
8 6.24 TO ESTABLISH AN OFFICE WITHIN THE OFFICE OF THE ~~CITY ADMINISTRATOR~~  
9 TO ENFORCE PREVAILING WAGE AND OTHER CITY PUBLIC WORKS REQUIREMENTS  
10 AND TO PROVIDE FOR A FUNDING MECHANISM FOR THAT ENFORCEMENT.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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11 Note: Additions are underlined; deletions are in ((double parentheses)).

12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. Chapter 6 of the San Francisco Administrative Code is hereby amended by  
14 amending Section 6.22, to read as follows:

15 **SEC. 6.22. PUBLIC WORK CONSTRUCTION CONTRACT TERMS AND WORKING**  
16 **CONDITIONS.**

17 All construction contracts awarded by the City and County of San Francisco shall  
18 contain the following minimum terms and conditions:

19 (A) **Bonds.** Before the execution of any contract for public works or improvements,  
20 the department head authorized to execute such contracts shall require the successful bidder  
21 to file corporate surety bonds for the faithful performance thereof and to guarantee the  
22 payment of wages for services engaged and of bills contracted for material, supplies and  
23 equipment used in the performance of the contract. The bond shall be for a sum not less than  
24 100 percent of the award.

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**SUPERVISOR BROWN, TENG**  
**BOARD OF SUPERVISORS**

1           The City and County of San Francisco, acting through its Human Rights Commission  
2 (“HRC”), intends to provide guarantees to private bonding assistance companies and financial  
3 institutions in order to induce those entities to provide required bonding and financing to  
4 eligible contractors bidding on and performing City public work contracts. This bonding  
5 and financial assistance program is subject to the provisions of Administrative Code Section  
6 12D.A.9.

7           **(B) Insurance.** All construction contracts awarded under this Chapter must conform to  
8 the insurance requirements established by the Risk Manager. The Risk Manager shall  
9 develop uniform insurance requirements for City contracts subject to this Chapter and shall  
10 publish such requirements in the Risk Manager's Manual. The Risk Manager shall review and  
11 update such insurance requirements on an annual basis.

12           **(C) Indemnification.** All construction contracts awarded under this Chapter shall  
13 require that the contractor fully indemnify the City and County to the maximum extent provided  
14 by law, such that each contractor must save, keep, bear harmless and fully indemnify the City  
15 and County and any of its officers or agents from any and all liability, damages, claims,  
16 judgments or demands for damages, costs or expenses in law or equity that may at any time  
17 arise.

18           This indemnification requirement may not be waived or abrogated in any way for any  
19 contract without the recommendation of the City's Risk Manager and the express permission  
20 and approval of the Board of Supervisors.

21           **(D) Assignment.** No contract shall be assigned except upon the recommendation of  
22 the department head concerned and with the approval of the Mayor or the Mayor's designee,  
23 relative to the department under the Mayor's jurisdiction, or the approval of the board or  
24 commission concerned for departments not under the Mayor.

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1 (E) **Prevailing Wages.**

2 (1) **Generally.** All contractors performing a public work or improvement for the City  
3 and County of San Francisco shall pay its workers on such projects the highest rate of  
4 prevailing wage as provided below.

5 (2) **Leased Property Included.** For the limited purposes of this subsection, a “public  
6 work or improvement” also means and includes any construction work done under private  
7 contract when all of the following conditions exist:

8 (a) The construction contract is between private persons; and

9 (b) The property subject to the construction contract is privately owned, but upon  
10 completion of the construction work will be leased to the City and County of San Francisco for  
11 its use; and

12 (c) Either of the following conditions exist: (1) The lease agreement between the  
13 lessor and the City and County of San Francisco, as lessee, is entered into prior to the  
14 construction contract, or (2) The construction work is performed according to the plans,  
15 specifications, or criteria furnished by the City and County of San Francisco, and the lease  
16 agreement between the lessor and the City and County of San Francisco as lessee, is  
17 entered into during, or upon completion, of the construction work.

18 (3) **Determination of the Prevailing Wage.** It shall be the duty of the Board of  
19 Supervisors, from time to time and at least once during each calendar year, to fix and  
20 determine the highest general prevailing rate of wages paid in private employment in the City  
21 and County of San Francisco, including such rate of wages paid for overtime and holiday  
22 work, which said highest general prevailing rate of wages shall be fixed and determined as  
23 follows:

24 The Civil Service Commission shall furnish to the Board of Supervisors on or before the  
25 first Monday in November of each year, data as to the highest general prevailing rate of

1 wages of the various crafts and kinds of labor as paid in private employment in the City and  
2 County of San Francisco, including said wages for overtime and holiday work, and the  
3 Board of Supervisors shall, upon receipt of such data, fix and determine the highest general  
4 prevailing rate of wages for said various crafts and kinds of labor as paid for similar work in  
5 the City and County of San Francisco in private employment. Such highest general prevailing  
6 rate of wages as so fixed and determined by said Board of Supervisors shall remain in force  
7 and shall be deemed to be the highest general prevailing rate of wages paid in private  
8 employment for similar work, until the same is changed by said Board of Supervisors. In  
9 determining the highest general prevailing rate of wages, as provided for in this section the  
10 Board of Supervisors shall not be limited to the consideration of data furnished by the Civil  
11 Service Commission, but may consider such other evidence upon the subject as said board  
12 shall deem proper and thereupon base its determination upon any or all of the data or  
13 evidence considered.

14 In the event that the Board of Supervisors does not fix or determine the highest general  
15 prevailing rate of wages in any calendar year, the rates established by the California  
16 Department of Industrial Relations for such year shall be deemed adopted.

17 (4) **Specifications to Include Wage Rate.** The department head authorized to  
18 execute a construction contract under this Chapter shall include in the contract specifications,  
19 or make available in the offices of the department or at the job site, a detailed statement of the  
20 highest general prevailing rate of wages, including the wages for holiday and overtime work,  
21 as determined by the Board of Supervisors for the several kinds of labor to be used or  
22 employed in the performance of said contract. The contractor shall agree to pay to all  
23 persons performing labor in and about the public work or improvement the highest general  
24 prevailing rate of wages as set forth in the specifications, including wages for holiday and  
25 overtime work.

1           (5) **Subcontractors Bound by Wage Provisions.** Every contract for any public work  
2 or improvement shall also contain a provision that the contractor shall insert in every  
3 subcontract or other arrangement which he or she may make for the performance of any work  
4 or labor on a public work or improvement. This provision shall be that the subcontractor shall  
5 pay to all persons performing labor or rendering service under said subcontract or other  
6 arrangement the highest general prevailing rate of wages as fixed and determined by the  
7 Board of Supervisors for such labor or services.

8           (6) **Records to be Kept by Contractors and Subcontractors.** Every public works  
9 contract or subcontract awarded under this Chapter shall contain a provision that the  
10 contractor shall keep, or cause to be kept, an accurate record showing the name, place of  
11 residence, citizenship, occupation and per diem pay of each person engaged in the  
12 execution of said contract. Every subcontractor who shall undertake the performance of any  
13 part of said original contract shall keep a like record of each person engaged in the execution  
14 of said subcontract. All such records shall at all times be open to the inspection and  
15 examination of the duly authorized officers and agents of the City and County of San  
16 Francisco.

17           (7) **Non-compliance with Wage Provisions—Penalties.**

18           (a) **Penalty and Forfeiture.** Any contractor or subcontractor who shall fail or neglect  
19 to pay to the several persons who shall perform labor under any contract, subcontract or other  
20 arrangement on any public work or improvement as defined in this Chapter the highest  
21 general prevailing rate of wages as fixed by the Board of Supervisors under authority of this  
22 Chapter, shall forfeit; and, in the case of any subcontractor so failing or neglecting to pay said  
23 wage, the original contractor and the subcontractor shall jointly and severally forfeit to the City  
24 and County of San Francisco the sum of \$50 ((\$25)) per day for each laborer, workman or  
25 mechanic employed for each calendar day or portion thereof, while they shall be so employed

1 and not paid said highest general prevailing rate of wages, and in addition shall be subject to  
2 the penalties set forth in Article V of this Chapter, including debarment.

3 (b) **Enforcement.** It shall be the duty of the officer, board or commission under whose  
4 jurisdiction said public work or improvement is being carried on, made or constructed, when  
5 certifying to the Controller any payment which may become due under said contract, to deduct  
6 from said payment or payments the total amount of said forfeiture provided for in this  
7 subsection. The Controller, in issuing any warrant for any such payment, shall deduct from  
8 the amount which would otherwise be due on said payment or payments the amount of said  
9 forfeiture or forfeitures as so certified.

10 (8) **Required Contract Provisions.** Every public works contract shall contain  
11 provisions stating that (1) the contractor will cooperate fully with the Labor Standards  
12 Enforcement Officer and other City employees and agents authorized to assist in the  
13 administration and enforcement of the prevailing wage requirements and other labor  
14 standards imposed on public works contractors by the Charter and Chapter 6 of the San  
15 Francisco Administrative Code; (2) the contractor agrees that the Labor Standards  
16 Enforcement Officer and his or her designees, in the performance of their duties, shall have  
17 the right to engage in random inspections of job sites and to have access to the employees of  
18 the contractor, employee time sheets, inspection logs, payroll records and employee  
19 paychecks; (3) the contractor shall maintain a sign-in and sign-out sheet showing which  
20 employees are present on the job site; (4) the contractor shall prominently post at each job-  
21 site a sign informing employees that the project is subject to the City's prevailing wage  
22 requirements and that these requirements are enforced by the Labor Standards Enforcement  
23 Officer; and (5) that the Labor Standards Enforcement Officer may audit such records of the  
24 contractor as he or she reasonably deems necessary to determine compliance with the

1 prevailing wage and other labor standards imposed by the Charter and this Chapter on public  
2 works contractors.

3 (F) **Hours and Days of Labor.**

4 (1) **Generally.** For the purpose of meeting prevailing conditions and enabling  
5 employers to secure a sufficient number of satisfactory workers and artisans, no person  
6 performing labor or rendering service in the performance of any contract or subcontract for  
7 any public work or improvement as defined in this Chapter shall perform labor for a longer  
8 period than 40 hours per week, or five days of eight hours each, except in those crafts in  
9 which a shorter work day now prevails by agreement in private employment. Any person  
10 working hours in addition to the above shall be compensated in accordance with the California  
11 Department of Labor overtime standards and rates.

12 (2) **Noncompliance—Penalties and Forfeiture.** Any contractor or subcontractor who  
13 shall violate any of to provisions of this subsection shall be liable for the same penalties and  
14 forfeits as those specified in Subsection 6.22(E) of this Chapter; penalties and forfeits shall be  
15 applicable for each laborer, mechanic or artisan employed for each calendar day or portion  
16 thereof whereon such laborer, mechanic or artisan is compelled or permitted to work more  
17 than the days and hours specified herein. The provisions of this subsection shall be made a  
18 part of all contracts and subcontracts for the construction of any public work or improvement.

19 (3) **Contracts Outside City and County.** In the event that any public work or  
20 improvement is to be constructed outside of the City and County of San Francisco and at such  
21 a distance therefrom that those engaged in performing labor on said public work or  
22 improvement must under ordinary conditions remain at or near the site of said work or  
23 improvement when not actually engaged in the performance of labor thereon, then the officer,  
24 board or commission responsible for the construction of said public work or improvement may,  
25 in making specifications or letting contracts therefor, make provision therein for days and

1 hours of labor beyond the limitations provided for in Section 6.22(F) of this Chapter; but not to  
2 exceed eight hours in any one calendar day, or six days in any calendar week. In the event  
3 that emergency conditions shall arise, making a change advisable during the performance of  
4 any such contract, or any portion thereof, the hours and days of labor may be extended  
5 beyond the limits hereinabove expressed; but not to exceed eight hours per day, upon the  
6 written authority of the officer, board or commission awarding such contract. Failure of the  
7 contractor to perform such contract within the time provided shall not constitute an  
8 emergency.

9 (G) **Local Hiring.**

10 (1) **Contract Requirements.** All construction contracts for public works or  
11 improvements to be performed within the boundaries of the City and County of San Francisco  
12 shall contain the following provisions:

13 Contractor agrees to make a good-faith effort, with the assistance of community  
14 organizations designated by the City or local labor union hiring halls, to hire qualified  
15 individuals who are residents of the City and County of San Francisco to comprise not less  
16 than 50% of each contractor's total construction work force, measured in labor work hours,  
17 and contractor promises to give special preference to minorities, women and economically  
18 disadvantaged individuals.

19 Contractor shall keep, and provide to the City, an accurate record showing the name,  
20 place of residence, hours employed and per diem pay of each person employed by the  
21 contractor, including full-time, part-time, permanent and temporary employees.

22 Contractor shall keep, and provide to the City, an accurate record describing in detail  
23 contractor's good-faith efforts to secure employment of residents of the City and County of  
24 San Francisco. A failure to abide by these contract provisions may result in the imposition of

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1 sanctions and penalties, including those provided for in San Francisco Administrative Code  
2 Section 6.80.

3 (2) **Definitions.**

4 "Qualified individual" shall mean an individual who (A) is eligible for a certified  
5 apprenticeship program in an applicable trade; (B) has completed a certified apprenticeship  
6 program in an applicable trade; or (C) has completed comparable time in an applicable trade.

7 "Resident of the City and County of San Francisco" shall mean an individual who is  
8 domiciled, as defined by Section 200(b) of the California Election Code, within the boundaries  
9 of the City and County during the entire time of the performance of the contract and who can  
10 verify his or her domicile, upon request of the contractor or City, by producing documentation  
11 such as a rent/lease agreement, telephone and utility bills or payment receipts, a valid  
12 California driver's license or identification card, and/or any other similar, reliable evidence that  
13 verifies that the individual is domiciled within the City and County of San Francisco.

14 "Economically disadvantaged" shall mean an individual who has been unable to secure  
15 employment in his or her trade for more than 20 working days in the past six months, or  
16 whose annual maximum income falls within the income limits established by the Mayor's  
17 Office of Community Development for the Community Development Block Grant (CDBG)  
18 programs.

19 (3) **Enforcement.** The Human Rights Commission shall be the City agency charged  
20 with the monitoring and enforcement of the provisions of this subsection.

21 (H) **Modifications—General Requirements.** If it becomes necessary in the  
22 prosecution of any public work or improvement under contract to make alterations or  
23 modifications or to provide for extras, such alterations, modifications or extras shall be made  
24 only on written recommendation of the department head responsible for the supervision of the  
25 contract, together with the approval of the Mayor or the Mayor's designee or the board or

1 commission, as appropriate to the department, and also the approval of the Controller, except  
2 as hereafter provided. The Mayor or the board or commission, as appropriate to the  
3 department, may delegate in writing the authority to approve such alterations, modifications or  
4 extras to the department head. The Controller may delegate in writing the authority to  
5 encumber funds from prior appropriations for such alterations, modifications or extras to the  
6 department head prior to the certification for payment. Such authority, when granted, will  
7 clearly state the limitations of the changes to be encompassed.

8 (1) **Increasing or Decreasing Price.** Alterations, modifications or extras in any  
9 contract, which will increase or decrease the contract cost or scope, may be made or allowed  
10 only on the written recommendation of the department head responsible for the supervision of  
11 the contract stating the amount and basis for such increase or decrease. For any cumulative  
12 increase or decrease in price in excess of ten percent of the original contract price or scope,  
13 the department head shall obtain the approval of the Mayor or Mayor's designee or the board  
14 or commission as appropriate and also the approval of the Controller.

15 (2) **Extensions of Time.** Upon finding that work under a construction contract cannot  
16 be completed within the specified time because of an unavoidable delay as defined in the  
17 contract, the department head may extend the time for completion of the work. If the  
18 cumulative extensions of time exceeds ten percent of the original contract duration, the  
19 department head shall first obtain the approval of the Mayor, the Mayor's Designee, board or  
20 commission, as appropriate to the department. All time extensions shall be in writing, but in  
21 no event shall any extension be granted subsequent to the issuance of a certificate of final  
22 completion.

23 (a) **Time Extension Not Waiver of City's Rights.** The granting of an extension of  
24 time because of unavoidable delays shall in no way operate as a waiver on the part of the City  
25 and County or the department head, Mayor, board or commission of the right to collect

1 liquidated damages for other delays or of the right to collect other damages or of any other  
2 rights to which the City and County is entitled.

3 (b) **No Extension Granted When Contract Based on Time Estimates.** When any  
4 award of contract has been made in consideration, in whole or in part, of the relative time  
5 estimates of bidders for the completion of the work, no extension of time may be granted on  
6 such contract beyond the time specified for completion, unless the liquidated damages for  
7 each day the work is uncompleted beyond the specified time shall be collected; provided,  
8 however, that this shall not apply to unavoidable delays due to acts of God.

9 (c) **Avoidable and Unavoidable Delay; Limitation of Damages for Delay.** The  
10 department head administering the public work shall have the authority to specify in the  
11 contract the delays that shall be deemed avoidable or unavoidable. The City and County shall  
12 not pay damages or compensation of any kind to a contractor because of delays in the  
13 progress of the work, whether such delays be avoidable or unavoidable; provided, however,  
14 the City and County may pay for (1) delays caused to the contractor by the City and County;  
15 and (2) such unavoidable delays as may be specifically stated in the contract. Such latter  
16 delays will be compensated for only under the conditions specified in the contract.

17 (d) **Notice of Delay Required.** The contractor shall promptly notify the department  
18 head in writing, of all anticipated delays in the prosecution of the work and, in any event,  
19 promptly upon the occurrence of a delay, the notice shall constitute an application for an  
20 extension of time only if the notice requests such extension and sets forth the contractor's  
21 estimate of the additional time required together with a full recital of the causes of unavoidable  
22 delays relied upon. The department head may take steps to prevent the occurrence or  
23 continuance of the delay, may classify the delay as avoidable or unavoidable and may  
24 determine to what extent the completion of the work is delayed thereby.

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1           (I) **Liquidated Damages.** Any contract may provide a time within which the contract  
2 work, or portions thereof, shall be completed and may provide for the payment of agreed  
3 liquidated damages to the City and County for every calendar or working day thereafter during  
4 which such work shall be uncompleted.

5           (J) **Retention of Progressive Payments.** Any contract may provide for progressive  
6 payments, if the Advertisement For Bids shall so specify. No progressive payments under  
7 any contract shall be made which, with prior payments, shall exceed in amount 90 percent of  
8 the value of the work and labor and materials furnished. However, if the department head  
9 responsible for the public work determines that the contract is 50 percent or more complete,  
10 that the contractor is making satisfactory progress and that there is no specific cause for  
11 greater withholding, progressive payments may be made not to exceed in amount the lesser  
12 of either 95 percent of the value of the work and labor and material furnished or 95 percent of  
13 the contract price. When the department head responsible for the public work determines that  
14 the contract is 95 percent complete, funds withheld may be reduced to an amount equal to  
15 200 percent of the estimated value of the work yet to be completed as determined by the  
16 department head.

17           (K) **Inspection and Acceptance of Completed Work; Final Payment.** The  
18 department head authorized to execute any contract for public works or improvements shall  
19 be responsible for the inspection and acceptance of such work on completion. Such  
20 acceptance shall be in writing and shall include the certificate of the department head  
21 concerned that the work covered by the contract has been fully and satisfactorily completed in  
22 accordance with the plans and specifications therefor. Receipt of copy of such acceptance in  
23 writing shall constitute the Controller's authority to complete any payments due the contractor  
24 under the contract; provided that the Controller may make such additional investigation or  
25 inspection as is provided by Administrative Code Section 10.07.

1           (L) **Termination for Convenience.** In all contracts for the construction of any public  
2 work or improvement, the department head authorized to execute any contract for any public  
3 work or improvement may include in the specifications setting forth the terms and conditions  
4 for the performance of the contract a provision that the City and County may terminate the  
5 performance of work under the contract whenever the department head shall determine, with  
6 the approval of the Mayor, the Mayor's designee or the board or commission concerned, that  
7 such termination is in the best interest of the City and County. Any such termination shall be  
8 effected by delivery to the contractor of a notice of termination specifying the extent to which  
9 performance of work under the contract is terminated and the date upon which such  
10 termination becomes effective. The department head is hereby authorized to include within  
11 such construction contract the appropriate language to implement this subsection.

12           (M) **Violations of Chapter 6; False Claims.** Every public work contract performed at  
13 the expense of the City and County of San Francisco, or the cost of which is paid for out of  
14 monies deposited in the treasury of the City and County, whether directly awarded or  
15 indirectly by or under subcontract, subpartnership, day labor, station work, piece work or any  
16 other arrangement whatsoever, shall contain a clause incorporating the provisions of Section  
17 6.80 of this Chapter.

18           (N) **Articles Not to be Prison Made.** No article furnished under any contract awarded  
19 under the provisions of this Chapter shall have been made in a prison or by convict labor  
20 except for articles made in prisons or by convicts under the supervision and control of the  
21 California Department of Corrections and limited to articles for use by the City and County's  
22 detention facilities.

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1 Section 2. Chapter 6 of the San Francisco Administrative Code is hereby amended by  
2 adding a new Section 6.24, to read as follows:

3 **SEC. 6.24. Office of Labor Standards Enforcement.**

4 (a) There is hereby created within the Department of Administrative Services mlr  
~~Office of the City Administrator~~ 9/27 an Office of  
5 Labor Standards Enforcement. The Office of Labor Standards Enforcement shall have the  
6 authority to ensure that public work contractors comply with the prevailing wage requirements  
7 and other labor standards imposed by the Charter and this Chapter on public work  
8 contractors. The Office shall be administered by the Labor Standards Enforcement Officer,  
9 who shall be appointed by, and shall serve at the pleasure of, the Mayor. In appointing the  
10 Labor Standards Enforcement Officer, the Mayor shall consider, among other relevant factors,  
11 and the  
12 the individual's experience enforcing labor standards, including prevailing wage requirements,  
13 diversity of San Francisco Director of the Department of Administrative Services  
in the construction industry. Subject to the approval of the Mayor and ~~City Administrator~~, the  
14 Labor Standards Enforcement Officer shall develop and administer a plan for the enforcement  
15 of the prevailing wage requirements and other labor standards imposed by the Charter and  
16 this Chapter on public work contractors. The Labor Standards Enforcement Officer shall  
17 coordinate his or her activities with federal and state labor standards agencies. The Labor  
18 Standards Enforcement Officer shall direct the City's enforcement of the prevailing wage  
19 requirements and other labor standards imposed by the Charter and this Chapter on public  
20 work contractors as directed by the Mayor, and to this end all City departments shall  
21 cooperate with the Labor Standards Enforcement Officer. The Labor Standards Enforcement  
22 Officer has the authority to seek for violations of prevailing wage requirements the penalties  
23 imposed by Article V of this Chapter, including the authority to file charges, in the same  
24 manner and to the same extent as a department head, which may lead to the debarment of  
25 the contractor under Section 6.82 of this Chapter. The Labor Standards Enforcement Officer  
shall oversee the training of City personnel in the area of labor standards enforcement. In

1 accordance with applicable law, the Mayor may enter into a contract for investigative and  
2 monitoring services to further the purposes of this section. In evaluating the qualifications of  
3 persons seeking that contract, the Mayor shall consider, among other relevant factors, the  
4 experience of those persons in monitoring and investigating labor standards compliance.

5 (b) Subject to the fiscal and budgetary provisions of the charter, the Office of Labor  
6 Standards Enforcement is authorized to receive from departments awarding public work  
7 contracts the amount reasonably calculated to pay for the costs, including litigation costs, of  
8 enforcing ~~for~~ the City prevailing wage requirements and other labor standards for contracts  
9 awarded by those departments. The Labor Standards Enforcement Officer shall supervise  
10 the expenditure of all funds appropriated for enforcement of prevailing wage requirements and  
11 other labor standards imposed by the Charter and this Chapter on public works contractors.

12 Section 3. Transition. Nothing in this Ordinance shall be deemed to deprive a  
13 department of its existing authority to ensure compliance with prevailing wage requirements  
14 and other labor standards imposed by the Charter and this Chapter on public work  
15 contractors, provided that pursuant to the Mayor's authority under Charter section 4.132 to  
16 reorganize the duties and functions of executive branch departments, the Mayor may transfer  
17 to the Office of Labor Standards Enforcement the existing authority of departments to ensure  
18 compliance with prevailing wage requirements and other labor standards imposed by the  
19 Charter and this Chapter on public works contractors.

20 APPROVED AS TO FORM:

21 LOUISE H. RENNE, City Attorney

22  
23 By:   
24 RANDY RIDDLE  
25 Deputy City Attorney



# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

## Tails

## Ordinance

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**File Number:** 001207

**Date Passed:**

Ordinance amending Chapter 6 of the San Francisco Administrative Code by amending Section 6.22(E) to strengthen enforcement of the City's prevailing wage requirements and other requirements imposed on public works contractors by the Charter and Chapter 6 of the San Francisco Administrative Code, and to increase the penalties for violating prevailing wage requirements, and by adding a new Section 6.24 to establish an office within the Department of Administrative Services to enforce prevailing wage and other city public works requirements and to provide for a funding mechanism for that enforcement.

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October 2, 2000 Board of Supervisors — AMENDED

Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

October 2, 2000 Board of Supervisors — AMENDED

Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

October 2, 2000 Board of Supervisors — PASSED ON FIRST READING AS AMENDED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki  
Noes: 1 - Yee

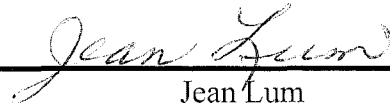
October 10, 2000 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Kaufman, Leno, Newsom, Teng, Yaki, Yee  
Absent: 1 - Katz



File No. 001207

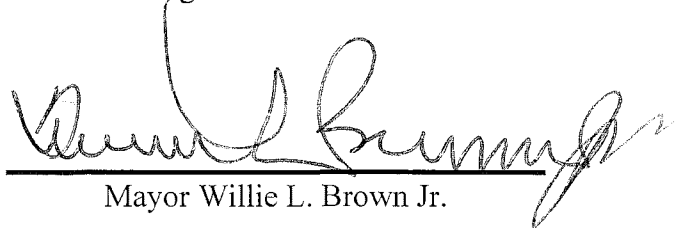
I hereby certify that the foregoing Ordinance  
was **FINALLY PASSED** on October 10, 2000  
by the Board of Supervisors of the City and  
County of San Francisco.



Jean Lum  
Acting Clerk of the Board

OCT 20 2000

Date Approved



Mayor Willie L. Brown Jr.