[Prohibiting Masonry Dry-Cutting.]

Ordinance amending the Administrative Code by adding new Chapter 64, Section 64.1 to prohibit City employees and City contractors from engaging in masonry dry-cutting and dry-grinding, with exceptions, and establishing alternative procedures; amending the Administrative Code by amending Section 6.22 to require that City contracts include the prohibition against masonry dry-cutting and dry-grinding found in Chapter 64; and making environmental findings.

Note: Additions are *single-underlined italics Times New Roman*; deletions are *strikethrough italics Times New Roman*. Board amendment additions are *double underlined*. Board amendment deletions are *strikethrough normal*.

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

Section 1. Environmental Findings. The Planning Department has determined that the actions contemplated in this Ordinance are in compliance with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.). Said determination is on file with the Clerk of the Board of Supervisors in File No. 060444 and is incorporated herein by reference.

Section 2. The San Francisco Administrative Code is hereby amended by adding Chapter 64, Section 64.1, to read as follows:

CHAPTER 64: CITY EMPLOYEE AND CITY CONTRACTOR SAFETY AND HEALTH.

SEC. 64.1 MASONRY DRY-CUTTING AND DRY-GRINDING PROHIBITED FOR CITY EMPLOYEES AND CITY CONTRACTORS.

(a) Application. In order to protect the safety and health of City employees and City contractors against the effects of silicosis and other respiratory diseases, the following practices set forth in subsection 64.1(b) shall apply to:
(i) all City employees; and

(ii) City contractors engaged in construction projects funded by the City and conducted pursuant to a construction contract with the City awarded under Chapter 6 of this Code.

(b) Prohibition. The dry-cutting of masonry units by means of hand-held, gas-powered or electrical, portable chop saws or skil saws and the dry-grinding of masonry materials are prohibited, except when it is determined that the use of water in the cutting or grinding is not feasible. In any instance where it is determined pursuant to this subsection that the use of water in the cutting or grinding is not feasible:

(i) The City or City contractor shall use engineering and work practice controls, such as a vacuum with a high efficiency particulate air filter or other dust control system, to control the dust;

(ii) Any dry cutting that occurs shall be done in a designated area away from all other workers, if possible; and

(iii) The City or City contractor shall provide workers with full-face respirators as part of a complete respiratory program that also includes training, the proper selection of respiratory cartridges and fit testing to ensure that the workers are able to wear the respirators.

(c) Exception. The provisions of this section 64.1 shall not apply to emergency service personnel responding to emergency situations.

(d) Preemption. In adopting this section 64.1, the Board of Supervisors does not intend to regulate or affect the rights or authority of any employer or employee, other than the City, City employees, and City contractors, to do those things that are required, directed, or expressly authorized by federal or state law or administrative regulation. This section 64.1 is adopted pursuant to section 144(e) of the California Labor Code.

Section 3. The San Francisco Administrative Code is hereby amended by amending Section 6.22, to read as follows:
SEC. 6.22. PUBLIC WORK CONSTRUCTION CONTRACT TERMS AND WORKING CONDITIONS.

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

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

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

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

Every contractor and subcontractor shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work under any public work contract, the contractor and all of its subcontractors file with the awarding department a.
certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.

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

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

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

(E) Prevailing Wages.

(1) Generally. All contractors and subcontractors performing a public work or improvement for the City and County of San Francisco shall pay its workers on such projects the prevailing rate of wages as provided below. For the purpose of prevailing wage requirements only, the definition of a public work shall include those public works or improvements defined in the foregoing section 6.1 of this Chapter and shall also include (a) any trade work performed at any stage of construction (including preconstruction work) and (b) any public work paid for by the City and County of San Francisco with "the equivalent of money" under the meaning of Labor Code section 1720(b).
(2) Leased Property Included. For the limited purposes of this subsection, a “public work or improvement” also means and includes any construction work done under private contract when all of the following conditions exist:

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

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

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

(3) Determination of the Prevailing Wage. It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the prevailing rate of wages as follows:

On or before the first Monday in November of each year, the Civil Service Commission shall furnish to the Board of Supervisors data as to the highest general prevailing rate of wages of the various crafts and kinds of labor as paid in private employment in the City and County of San Francisco, plus "per diem wages" and wages for overtime and holiday work. The Civil Service Commission shall provide the Board of Supervisors data for "per diem wages" pursuant to California Labor Code sections 1773.1 and 1773.9, as amended from time to time. The Board of Supervisors shall, upon receipt of such data, fix and determine the prevailing rate of wages. The prevailing rate of wages as so fixed and determined by the
Board of Supervisors shall remain in force and shall be deemed to be the highest general prevailing rate of wages paid in private employment for similar work, until the same is changed by the Board of Supervisors. In determining the highest general prevailing rate of wages per diem wages and wages for overtime and holiday work, as provided for in this section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

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

(4) Specifications to Include Wage Rate. The department head authorized to execute a construction contract under this Chapter shall include in the contract specifications, or make available in the offices of the department or at the job site, a detailed statement of the prevailing rate of wages as fixed and determined by the Board of Supervisors at the time the department issued the Advertisement For Bids on the contract. The contractor shall agree to pay to all persons performing labor in and about the public work or improvement the highest general prevailing rate of wages as determined pursuant to this Chapter, including wages for holiday and overtime work. If the specifications do not include the prevailing rate of wages, the specifications shall include a statement that copies of the prevailing rate of wages as fixed and determined by the Board of Supervisors are on file at the department’s principal office or at the job site and shall be made available to any interested party on request.

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

(6) Records to be Kept by Contractors and Subcontractors. Every public works contract or subcontract awarded under this Chapter shall contain a provision that the contractor shall keep, or cause to be kept, for a period of four years from the date of substantial completion of a public work, payrolls and basic records including time cards, trust fund forms, apprenticeship agreements, accounting ledgers, tax forms and superintendent and foreman daily logs for all trades workers performing work at or for a City and County of San Francisco public work or improvement. Such records shall include the name, address and social security number of each worker who worked on the project, including apprentices, his or her classification, a general description of the work each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of a public work or improvement shall keep a like record of each person engaged in the execution of the subcontract.

The contractor shall maintain weekly certified payroll records for submission to the awarding department as required. The contractor shall be responsible for the submission of payroll records of its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those

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determined by the San Francisco Board of Supervisors and that the classifications set forth for
each employee conform with the work performed.

All such records as described in this section shall at all times be open to inspection and
examination of the duly authorized officers and agents of the City and County of San
Francisco, including representatives of the Office of Labor Standards Enforcement.

Should the department head responsible for the public work or the Labor Standards
Enforcement Officer determine that a contractor or subcontractor is not in compliance with the
requirements of this subsection, the department head or the Labor Standards Enforcement
Officer shall issue written notification to the contractor or subcontractor mandating compliance
within not fewer than ten calendar days from the date of the notification. Should the
contractor or subcontractor fail to comply as required in the notification, the department head
who executed the contract or the Labor Standards Enforcement Officer may impose a penalty
of $25.00 for each calendar day of noncompliance, or portion thereof, for each worker. Upon
the request of the responsible department head or the Labor Standards Enforcement Officer,
the Controller shall withhold these penalties from progress payments then due or to become
due.

(7) Additional Required Contract Provisions. Every public works contract shall
contain provisions stating that (1) the contractor will cooperate fully with the Labor Standards
Enforcement Officer and other City employees and agents authorized to assist in the
administration and enforcement of the prevailing wage requirements and other labor
standards imposed on public works contractors by the Charter and Chapter 6 of the San
Francisco Administrative Code; (2) the contractor agrees that the Labor Standards
Enforcement Officer and his or her designees, in the performance of their duties, shall have
the right to engage in random inspections of job sites and to have access to the employees of
the contractor, employee time sheets, inspection logs, payroll records and employee
paychecks; (3) the contractor shall maintain a sign-in and sign-out sheet showing which
employees are present on the job site; (4) the contractor shall prominently post at each job-
site a sign informing employees that the project is subject to the City's prevailing wage
requirements and that these requirements are enforced by the Labor Standards Enforcement
Officer; and (5) that the Labor Standards Enforcement Officer may audit such records of the
contractor as he or she reasonably deems necessary to determine compliance with the
prevailing wage and other labor standards imposed by the Charter and this Chapter on public
works contractors. Failure to comply with these requirements may result in penalties and
forfeitures consistent with California Labor Code section 1776(g), as amended from time to
time.

(8) Non-compliance with Wage Provisions - Penalties.

(a) Penalty and Forfeiture. Any contractor or subcontractor who shall fail or neglect
to pay to the several persons who shall perform labor under any contract, subcontract or other
arrangement on any public work or improvement as defined in this Chapter the highest
general prevailing rate of wages as fixed by the Board of Supervisors under authority of this
Chapter, shall forfeit; and, in the case of any subcontractor so failing or neglecting to pay said
wage, the original contractor and the subcontractor shall jointly and severally forfeit to the City
and County of San Francisco back wages due plus the penal sum of $50 per day for each
laborer, workman or mechanic employed for each calendar day or portion thereof, while they
shall be so employed and not paid said highest general prevailing rate of wages, and in
addition shall be subject to the penalties set forth in Article V of this Chapter, including
debarment.
(b) Enforcement. It shall be the duty of the officer, board or commission under whose jurisdiction said public work or improvement is being carried on, made or constructed, when certifying to the Controller any payment which may become due under said contract, to deduct from said payment or payments the total amount of said forfeiture provided for in this subsection. In doing so, the department head must also notify in writing the Labor Standards Enforcement Officer of his/her action. The Labor Standards Enforcement Officer may also, upon written notice to the department head who is responsible for the project, certify to the Controller any forfeiture(s) to deduct from any payment as provided for in this subsection. Certification of forfeitures under this subsection shall be made only upon an investigation by the responsible department head or the Labor Standards Enforcement Officer and upon written notice to the contractor identifying the grounds for the forfeiture or forfeitures. The Controller, in issuing any warrant for any such payment, shall deduct from the amount which would otherwise be due on said payment or payments the amount of said forfeiture or forfeitures as so certified.

(c) Recourse Procedure. If the contractor or subcontractor disagrees with the forfeiture as so provided in the foregoing subparagraph (b), then the following procedure applies:

(i) The contractor or subcontractor may request a hearing in writing within 15 days of the date of the notification of forfeiture. The request shall be directed to the City Controller. Failure by the contractor or subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15-day period;

(ii) Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, prevailing
wage, and/or wage and hour issues, and shall so advise the enforcing official and the contractor or subcontractor, and/or their respective counsel or authorized representative;

(iii) The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period;

(iv) The contractor or subcontractor shall have the burden of proving that the basis for the backwage and penalty assessment is incorrect;

(v) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.

(vi) The contractor or subcontractor may appeal a final determination under this section only by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure, section 1084, et seq., as applicable and as may be amended from time to time.

(d) Distribution of Forfeiture. The Controller shall withhold any forfeiture as provided in the foregoing paragraphs until such time as either the contractor or subcontractor has conceded to the forfeiture or, in the event of an objection, there is a determination no longer subject to judicial review. The Controller shall then distribute the amounts withheld in the following order: (1) the Labor Standards Enforcement Officer shall make its best efforts to distribute back wages withheld to the individual workers identified as not having been paid the proper wage rate; (2) the penal sums provided for above shall inure to the benefit of the general fund of the City and County of San Francisco; (3) the Controller shall hold the balance of any back wages in escrow for workers whom the Labor Standards Enforcement Officer,
(F) Hours and Days of Labor.

(1) Generally. For the purpose of meeting prevailing conditions and enabling employers to secure a sufficient number of satisfactory workers and artisans, no person performing labor or rendering service in the performance of any contract or subcontract for any public work or improvement as defined in this Chapter shall perform labor for a longer period than five days (Monday through Friday) of eight hours each, with two 10-minute breaks per eight-hour day, except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standards and rates.

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

(3) Contracts Outside City and County. In the event that any public work or improvement is to be constructed outside of the City and County of San Francisco and at such a distance therefrom that those engaged in performing labor on said public work or improvement must under ordinary conditions remain at or near the site of said work or improvement when not actually engaged in the performance of labor thereon, then the officer, board or commission responsible for the construction of said public work or improvement may,
in making specifications or letting contracts therefore, make provision therein for days and
hours of labor beyond the limitations provided for in Section 6.22(F) of this Chapter; but not to
exceed eight hours in any one calendar day, or six days in any calendar week. In the event
that emergency conditions shall arise, making a change advisable during the performance of
any such contract, or any portion thereof, the hours and days of labor may be extended
beyond the limits hereinabove expressed; but not to exceed eight hours per day, upon the
written authority of the officer, board or commission awarding such contract. Failure of the
contractor to perform such contract within the time provided shall not constitute an
emergency.

(G) Local Hiring.

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

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

    Contractor shall keep, and provide to the City, an accurate record showing the name,
place of residence, hours employed and per diem pay of each person employed by the
contractor, including full-time, part-time, permanent and temporary employees.
Contractor shall keep, and provide to the City, an accurate record describing in detail contractor's good-faith efforts to secure employment of residents of the City and County of San Francisco.

A failure to abide by these contract provisions may result in the imposition of sanctions and penalties, including those provided for in San Francisco Administrative Code Section 6.80.

(2) Definitions.

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

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

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

(3) Enforcement. The Human Rights Commission shall be the City agency charged with the monitoring and enforcement of the provisions of this subsection.
(H) Modifications—General Requirements. If it becomes necessary in the prosecution of any public work or improvement under contract to make alterations or modifications or to provide for extras, such alterations, modifications or extras shall be made only on written recommendation of the department head responsible for the supervision of the contract, together with the approval of the Mayor or the Mayor's designee or the board or commission, as appropriate to the department, and also the approval of the Controller, except as hereafter provided. The Mayor or the board or commission, as appropriate to the department, may delegate in writing the authority to approve such alterations, modifications or extras to the department head, except as provided below. The Controller may delegate in writing the authority to encumber funds from prior appropriations for such alterations, modifications or extras to the department head prior to the certification for payment. Such authority, when granted, will clearly state the limitations of the changes to be encompassed.

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

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

(a) Time Extension Not Waiver of City's Rights. The granting of an extension of
time because of unavoidable delays shall in no way operate as a waiver on the part of the City
and County or the department head, Mayor, board or commission of the right to collect
liquidated damages for other delays or of the right to collect other damages or of any other
rights to which the City and County is entitled.

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

(c) Avoidable and Unavoidable Delay; Limitation of Damages for Delay. The
department head administering the public work shall have the authority to specify in the
contract the delays that shall be deemed avoidable or unavoidable. The City and County shall
not pay damages or compensation of any kind to a contractor because of delays in the
progress of the work, whether such delays be avoidable or unavoidable; provided, however,
the City and County may pay for (1) delays caused to the contractor by the City and County;
and (2) such unavoidable delays as may be specifically stated in the contract. Such latter
delays will be compensated for only under the conditions specified in the contract.
(d) Notice of Delay Required. The contractor shall promptly notify the department head in writing, of all anticipated delays in the prosecution of the work and, in any event, promptly upon the occurrence of a delay, the notice shall constitute an application for an extension of time only if the notice requests such extension and sets forth the contractor's estimate of the additional time required together with a full recital of the causes of unavoidable delays relied upon. The department head may take steps to prevent the occurrence or continuance of the delay, may classify the delay as avoidable or unavoidable and may determine to what extent the completion of the work is delayed thereby.

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

(J) Retention of Progressive Payments. Any contract may provide for progressive payments, if the Advertisement For Bids shall so specify. No progressive payments under any contract shall be made which, with prior payments, shall exceed in amount 90 percent of the value of the work and labor and materials furnished. However, if the department head responsible for the public work determines that the contract is 50 percent or more complete, that the contractor is making satisfactory progress and that there is no specific cause for greater withholding, the department head may authorize that either (a) the amount held in retention be liquidated to an amount not less than 5% of the contract price, including all modifications, and that future progressive payments may not exceed 95% of the value of the work and labor and materials furnished or (b) once the amount held in retention equals an amount not less than 10% of the contract price, including all modifications, that no further retention be deducted from progressive payments. When the department head responsible
for the public work determines that the contract is 95 percent complete, the department shall
make no further payments to the contractor until the department head responsible for the
public work determines the project to be 100% complete.

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

(L) Termination for Convenience. In all contracts for the construction of any public
work or improvement, the department head authorized to execute any contract for any public
work or improvement may include in the specifications setting forth the terms and conditions
for the performance of the contract a provision that the City and County may terminate the
performance of work under the contract whenever the department head shall determine, with
the approval of the Mayor, the Mayor's designee or the board or commission concerned, that
such termination is in the best interest of the City and County. Any such termination shall be
effectected 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. The department head is hereby authorized to include within
such construction contract the appropriate language to implement this subsection.
(M) Violations of Chapter 6; False Claims. Every public work contract performed at the expense of the City and County of San Francisco, or the cost of which is paid for out of monies deposited in the treasury of the City and County, whether directly awarded or indirectly by or under subcontract, subpartnership, day labor, station work, piece work or any other arrangement whatsoever, shall incorporate the provisions of Article V (commencing at Section 6.80) of this Chapter, relating to administrative debarments and false claims. The failure to include such reference or incorporation shall not in any way abrogate the rights of the City and County under Article V of this Chapter.

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

(O) Employment of Apprentices. All construction contracts awarded under this Chapter shall require the Contractor to comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070] and Section 1777.5), as it may be amended from time to time, and shall require the Contractor to include in its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

(P) Safety. All construction contracts awarded under this Chapter shall require the Contractor and all of its subcontractors to abide by the applicable Occupational Safety and Health statutes and regulations.
Additionally, all construction contracts awarded under this Chapter shall require the Contractor and all of its subcontractors to abide by the requirements of Administrative Code Section 64.1, prohibiting masonry-dry cutting and masonry dry-grinding, with exceptions.

(Q) Claims. The City shall consider only those claims for additional payment under a public work contract that are certified and that conform to the contract requirements for claims, pricing, and schedule.

(1) Claims by Contractors. The contractor shall certify under penalty of perjury that (a) the claim is made in good faith; (b) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; and (c) the amount request accurately reflects the Contract adjustment for which the Contractor believes the City is liable. An individual or officer authorized to act on behalf of the Contractor shall execute the certification.

(2) Claims by Subcontractors. Subcontractors at any tier are not third-party beneficiaries of any Contract awarded under this Chapter. The City shall not consider a direct claim by any subcontractor. A Contractor presenting to the City any claim on behalf of a subcontractor must certify the subcontractor's claim in the same manner the Contractor would certify its own claim under the foregoing paragraph (1).
Ordinance amending the Administrative Code by adding new Chapter 64, Section 64.1 to prohibit City employees and City contractors from engaging in masonry dry-cutting and dry-grinding, with exceptions, and establishing alternative procedures; amending the Administrative Code by amending Section 6.22 to require that City contracts include the prohibition against masonry dry-cutting and dry-grinding found in Chapter 64; and making environmental findings.

June 6, 2006  Board of Supervisors — PASSED ON FIRST READING
Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

June 13, 2006  Board of Supervisors — FINALLY PASSED
Ayes: 10 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval
Excused: 1 - Ma
I hereby certify that the foregoing Ordinance was FINALLY PASSED on June 13, 2006 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

Mayor Gavin Newsom