



CITY OF SACRAMENTO

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DEPARTMENT OF LAW
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CITY MANAGER'S OFFICE
RECEIVED
JAN 8 1981

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DEPUTY CITY ATTORNEYS

January 8, 1981

Honorable City Council
City of Sacramento
City Hall
Sacramento, California

In re: Ordinances on Prevailing Wages

Honorable Members in Session:

DISCUSSION

Attached are two ordinances relating to prevailing wages. Alternate A provides for prevailing wages to be paid on City contracts for laundry services. Alternate B provides for the same thing, except that janitorial and window washing services are included in addition to laundry services. The ordinances basically require that prevailing wages be paid by any contractor contracting with the City for the services covered. Both ordinances provide that the City Manager has the authority to establish what the prevailing wages are by surveying similar business establishments providing such services. This survey must be performed 120 days or more in advance of award of contract. Finally, each ordinance provides for liquidated damages of \$10 per day for each laborer paid below the prevailing wage so established and also provides that a willful violation shall render a contractor a nonresponsible bidder for purposes of bidding on future City contracts.

Attached also is a copy of an memorandum from the Purchasing Agent which concludes that no additional costs to the City would be incurred.

RECOMMENDATION

The Law and Legislation Committee recommended that both alternate ordinances be submitted to the full Council for its consideration.

THK:KN
attachments
FOR TRANSMITTAL TO COUNCIL:

Very truly yours,

Theodore H. Kobey, Jr.
THEODORE H. KOBEY, JR.
Assistant City Attorney

Walter J. Sipe
WALTER J. SIPE
City Manager

APPROVED
BY THE CITY COUNCIL

JAN 13 1981

OFFICE OF THE
CITY CLERK

APPROVED
BY THE CITY COUNCIL

JAN 20 1981

OFFICE OF THE
CITY CLERK

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ORDINANCE NO.

FOURTH SERIES

AN ORDINANCE ADDING SECTION 57.107 TO THE
SACRAMENTO CITY CODE RELATING TO WAGES
PAID UNDER CONTRACTS WITH THE CITY OF
SACRAMENTO FOR LAUNDRY SERVICES

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO AS FOLLOWS:

SECTION 1.

Section 57.107 is hereby added to the Sacramento City Code to read as follows:

Sec. 57.107 Prevailing Wages for Laundry Service.

(a) Every contract for laundry service as defined herein to be performed at the expense of the City, whether such work be done directly under contract award, or by or under subcontract, or by any other arrangement whatsoever, must provide in addition to other provisions required by law, that any person performing labor in the state in the execution of such contract, subcontract, or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the County of Sacramento.

(b) The general prevailing rate of wages required in contracts hereunder shall be as established by the City Manager upon a reasonable survey of business establishments performing laundry service of the type used by the City not less than 120 days in advance of the award of any contract for laundry service. Such prevailing wage rate shall be included in the specification setting forth the terms of performance of any such contract.

(c) The specifications for any such contract and the contract itself shall contain a clause which provides that such contract may be terminated where any contractor or subcontractor has paid any laborer or workman on such contract less than the prevailing rate of wages. The contract further shall contain a liquidated damages clause whereby any contractor or subcontractor who pays any laborer or workman on such contract at less than the prevailing rate of wages shall become jointly and severally liable to the City in the amount of ten dollars (\$10.00) per day for each laborer or workman so paid.

(d) Any contractor or subcontractor willfully violating the terms or provisions of any contract or subcontract relating to the payment of prevailing wages shall be deemed not to be a responsible bidder upon all future contracts for laundry service.

(e) As used herein, laundry service means the continuous provision of laundered work uniforms for various City employees under contract awarded pursuant to this chapter.

PASSED FOR PUBLICATION:

ENACTED:

EFFECTIVE:

MAYOR

ATTEST:

CITY CLERK

ALTERNATE B

ORDINANCE NO. **81-003**

~~FOURTH SERIES~~

AN ORDINANCE ADDING SECTION 57.107 TO THE SACRAMENTO CITY CODE RELATING TO WAGES PAID UNDER CONTRACTS WITH THE CITY OF SACRAMENTO FOR LAUNDRY, JANITORIAL AND WINDOW WASHING SERVICES

APPROVED
BY THE CITY COUNCIL

JAN 20 1981

OFFICE OF THE
CITY CLERK

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO AS FOLLOWS:

SECTION 1.

Section 57.107 is hereby added to the Sacramento City Code to read as follows:

Sec. 57.107 Prevailing Wages for Certain Services.

(a) Every contract for laundry service, janitorial service, or window washing service to be performed at the expense of the City, whether such work be done directly under contract award, or by or under subcontract, or by any other arrangement whatsoever, must provide in addition to other provisions required by law, that any person performing labor in the state in the execution of such contract, subcontract, or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the County of Sacramento.

(b) The general prevailing rate of wages required in contracts hereunder shall be as established by the City Manager upon a reasonable survey of business establishments performing laundry service, janitorial service or window washing services of the type used by the City not less than 120 days in advance of the award of any contract for such services. Such prevailing wage rates shall be included in the specification setting forth the terms of performance of any such contract.

(c) The specifications for any such contract and the contract itself shall contain a clause which provides that such contract may be terminated where any contractor or subcontractor has paid any laborer or workman on such contract less than the prevailing rate of wages. The contract further shall contain a liquidated damages clause whereby any contractor or subcontractor who pays any laborer or workman on such contract at less than the prevailing rate of wages shall become jointly and severally liable to the City in the amount of ten dollars (\$10.00) per day for each laborer or workman so paid.

(d) Any contractor or subcontractor willfully violating the terms or provisions of any contract or subcontract relating to the payment of prevailing wages shall be deemed not to be a responsible bidder upon all future contracts for laundry service,

janitorial service or window washing service.

(e) As used herein, laundry service means the continuous provision of laundered work uniforms for various City employees under contract awarded pursuant to this chapter.

PASSED FOR PUBLICATION:

ENACTED:

EFFECTIVE:

MAYOR

ATTEST:

CITY CLERK



CITY OF SACRAMENTO

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

800 TENTH STREET
SUITE 3

SACRAMENTO, CA 95814
TELEPHONE (916) 449-5342

HOWARD F. ISHIDA
PURCHASING AGENT

December 22, 1980

MEMORANDUM

To: James P. Jackson, City Attorney
From: Howard F. Ishida, Purchasing Agent
Subject: Ordinance on Prevailing Wages for Laundry,
Janitorial and Window Washing Services

I have determined that there would be no additional increase to the City if an ordinance was adopted requiring the payment of the general prevailing rate of wages in private employment for similar work in the County of Sacramento for laundry, janitorial and window washing services. The reasons for this are as follows:

1. The current janitorial services contract already contains a provision for the payment of the prevailing wage rate.
2. Although the current laundry and window washing service contracts do not contain a provision for the payment of the prevailing wage rate, I was assured that each vendor is, in fact, already paying the prevailing wage rates.

If you have further questions regarding this matter, please contact me at extension 5342.

Howard F. Ishida
Howard F. Ishida
Purchasing Agent

HFI:jc
cc: Lloyd G. Connelly,
City Councilman