



Acceptable Work Site Contract Provisions

2017 City of Seattle Standard Specifications for Municipal Construction (updated 10/2/17)

For the most recent amendments to the 2017 Standard Specifications please visit <http://www.seattle.gov/util/Engineering/StandardSpecsPlans/Amendments/index.htm>

Definitions (1-01.3)

Acceptable Work Site

Acceptable Work Site is defined as a work site that is appropriate, productive, safe, free from bullying, hazing or harassment. An Acceptable Work Site is free from behaviors that may impair production, and/or undermine the integrity of the work conditions including but not limited to job performance, safety, productivity, or efficiency of workers.

Work Site

The Project Site and any field or company offices used for the Project, or other locations used in conjunction with the Project where Work is performed.

Non-Discrimination Requirements (1-07.11 (3))

The Owner will not enter into contracts with Contractors that do not agree to use Affirmative Efforts to employ or contract with women and minority group members as required under SMC 20.42, who do not agree to ensure an Acceptable Work Site, or who violate any provisions of that chapter, or those requirements set forth below.

Acceptable Work Site (New Section (1-07.11(4)A)

The Contractor must ensure an Acceptable Work Site and must include this Section in all subcontracts.

The intent of the person that appears to violate the Acceptable Work Site is not a measure of whether such behaviors are appropriate; rather the standard is whether a reasonable person should have known that such behavior would cause a worker to be humiliated, intimidated, or otherwise treated in an inappropriate, discriminatory, or differential manner.

Behaviors that violate an Acceptable Work Site include but are not limited to:

1. Persistent conduct that to the reasonable person would be perceived as offensive and unwelcome;
2. Conduct that a reasonable person would perceive to be harassing or bullying in nature;
3. Conduct that a reasonable person would perceive to be hazing;
4. Verbal references that a reasonable person would perceive to be offensive stereotypes or racial/gender slurs;
5. Jokes about race, gender, or sexuality that a reasonable person would perceive to be offensive;
6. Task assignments that stratify, or give a perception of stratification, based on race, gender, or other defining characteristics;
7. Language that a reasonable person would perceive to be offensive based on race, gender, or oriented towards sexuality;
8. Name-calling, cursing, or unnecessary yelling, including from a supervisor, foreman, or other more senior person, that a reasonable person would perceive as offensive;

9. Repeating rumors about individuals in the Work Site that a reasonable person would perceive as harassing or harmful to the individual's reputation;
10. Refusal to hire someone based on race, gender, sexuality, or any other protected class; and
11. References to or requests for immigration status other than those required by law, religious affiliation, gender affiliation, criminal background, or other related aspects of a worker unless mandated by federal law.

To maintain an Acceptable Work Site, all Work must be assigned in a manner that respects training objectives for apprentices and ensures an equitable distribution of meaningful work, training, and assignments among all workers.

While maintaining and managing an Acceptable Work Site is the Contractor's responsibility, each Subcontractor must also have accountability for performance in sustaining and managing their Work Sites. CPCS will monitor Work Sites to ascertain whether a risk or circumstance exists that may merit a remedy. Monitoring may include proactive observations of the Work Site, interviews of individuals familiar with the Work Site, collection of data that may evidence disparities, investigation of complaints by an individual familiar with the Work Site, or collection of other evidence. If risks or circumstances that may merit a remedy are discovered, CPCS will notify and collaborate with the prime Contractor to discuss appropriate remedies, and may likewise notify Subcontractors and appropriate unions when necessary for the resolution of the situation, except when unusual circumstances require confidentiality. CPCS may also require other remedies such as those found in Section 1-08.1(3), if CPCS regards the situation as urgent, of potential harm, or without timely resolution.

This Section is for the benefit of the Owner and its interest in the Project. It does not create any third-party beneficiaries or form the basis of any action against the Owner by a third party.