

City of Milwaukee-Department of Public Works (DPW)

Contractor Code of Conduct

The City of Milwaukee is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. This includes any offensive conduct or the display of signs, symbols or objects that are offensive in nature.

All entities providing/producing work/services to the City of Milwaukee are subject to this policy. This includes all employees, including supervisors and other management personnel. All parties, without exception, are expected and required to abide by this policy.

No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

It is understood that entities (and individuals working for them) may have security concerns. The City of Milwaukee takes the position that security (the defense of property and employees) shall be provided by professionals who are properly trained for that purpose. Under no circumstance does the City of Milwaukee authorize individuals working on behalf of the City take any action that would violate this policy or any relevant City Ordinance or State Statute.

The Contractor and its employee's shall hold the City of Milwaukee harmless with regard to any violation of this policy.

Violations of the Policy:

Disqualification of Contractor:

Debarment can be imposed against a Contractor for a violation of this policy, including its responsible officers, directors, members, shareholders or partners provided such individual is vested with the management of the affairs of the individual or legal entity. A Contractor can be debarred for up to three years. Upon debarment the Contractor will be afforded a due process hearing conducted by the Commissioner of Public Works (or his designee) whose decision on the matter shall be final.

Termination of Contract for Cause:

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) days before the effective date of such termination. The City may relet the work to be performed under this Contract to some other competent party, or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.