

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 17

Bill No. 72-21

Introduced by Ms. Lacey, Chair  
(by request of the County Executive)

and by Ms. Pickard, Ms. Lacey, Mr. Pruski, and Ms. Rodvien

By the County Council, September 7, 2021

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Introduced and first read on September 7, 2021  
Public Hearing set for and held on October 4, 2021  
Bill AMENDED on October 4, 2021  
Bill Expires December 11, 2021

By Order: Laura Corby, Administrative Officer

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A BILL ENTITLED

1 AN ORDINANCE concerning: Purchasing – Capital Improvement Contracts – Prevailing  
2 Wage and Local Hiring  
3

4 FOR the purpose of establishing prevailing wage and local hiring provisions applicable to  
5 specific types of capital improvement contracts; defining certain terms; adding the  
6 types of capital improvement contracts to which prevailing wage provisions apply;  
7 allowing wage deductions in specific instances; requiring capital improvement  
8 contracts to include specific terms; adding worksite notice requirements; requiring  
9 maintenance of certain records relating to prevailing wage requirements; allowing  
10 audits and investigations of complaints of violations of prevailing wage requirements;  
11 adding local hiring requirements; adding reporting requirements for prevailing wage  
12 and local hiring data; establishing penalties for violations of prevailing wage and local  
13 hiring provisions; providing for the applicability of this Ordinance; providing for a  
14 delayed effective date; and generally relating to purchasing.  
15

16 BY renumbering: §§ 8-2-115 through 8-2-120, respectively, to be §§ 8-2-117 through 8-2-  
17 122, respectively  
18 Anne Arundel County Code (2005, as amended)

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EXPLANATION: CAPITALS indicate new matter added to existing law.  
[[Brackets]] indicate matter deleted from existing law.  
Captions and taglines in **bold** in this bill are catchwords and are not law.  
Underlining indicates matter added to bill by amendment.  
~~Strikeover~~ indicates matter removed from bill by amendment.

1 BY adding: §§ 8-2-115; and 8-2-116  
2 Anne Arundel County Code (2005, as amended)

3  
4 SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,*  
5 That §§ 8-2-115 through 8-2-120, respectively, of the Anne Arundel County Code (2005,  
6 as amended) are hereby renumbered to be §§ 8-2-117 through 8-2-122, respectively.

7  
8 SECTION 2. *And be it further enacted,* That Section(s) of the Anne Arundel County  
9 Code (2005, as amended) read as follows:

10  
11 **ARTICLE 8. PURCHASING**

12  
13 **TITLE 2. PROCUREMENT**

14  
15 **8-2-115. Prevailing wage.**

16  
17 (A) **Definitions.** IN THIS SECTION, THE FOLLOWING WORDS HAVE THE MEANINGS  
18 INDICATED.

19  
20 (1) "APPRENTICE" MEANS AN INDIVIDUAL WHO:

21  
22 (I) IS AT LEAST 16 YEARS OLD;

23  
24 (II) HAS SIGNED AN AGREEMENT WITH AN EMPLOYER OR EMPLOYER'S AGENT,  
25 AN ASSOCIATION OF EMPLOYERS, AN ORGANIZATION OF EMPLOYEES, OR A JOINT  
26 COMMITTEE WITH MEMBERS FROM TWO OR MORE DIFFERENT ORGANIZATIONS, THAT  
27 INCLUDES A STATEMENT OF:

28  
29 1. THE TRADE, CRAFT, OR OCCUPATION THAT THE INDIVIDUAL IS  
30 LEARNING; AND

31  
32 2. THE BEGINNING AND ENDING DATES OF THE APPRENTICESHIP; AND

33  
34 (III) IS REGISTERED IN A PROGRAM OF A COUNCIL OR BUREAU OF  
35 APPRENTICESHIP AND TRAINING OF THE UNITED STATES DEPARTMENT OF LABOR OR A  
36 FEDERALLY APPROVED STATE EQUIVALENT.

37  
38 (2) "CAPITAL PROJECT" HAS THE MEANING STATED IN § 702(B) OF THE COUNTY  
39 CHARTER.

40  
41 (3) (I) "CAPITAL IMPROVEMENT CONTRACT" MEANS A CONTRACT RELATED TO:

42  
43 1. A COUNTY CAPITAL PROJECT WITH A VALUE OVER \$250,000; OR

44  
45 2. A CAPITAL PROJECT TO WHICH THE COUNTY CONTRIBUTES FUNDING  
46 WITH A VALUE OVER \$5,000,000.

47  
48 (II) "CAPITAL IMPROVEMENT CONTRACT" DOES NOT INCLUDE A BLANKET  
49 CONTRACT OR OPEN-END AGREEMENT IN WHICH THE INDIVIDUAL PURCHASE ORDER  
50 ISSUED DOES NOT HAVE A VALUE OVER \$250,000.

51  
52 (4) "CONTRACTOR" INCLUDES ALL SUBCONTRACTORS TO A CONTRACTOR ON A  
53 CAPITAL IMPROVEMENT CONTRACT.

1 (5) "DEPARTMENT" MEANS THE DEPARTMENT DESIGNATED BY THE COUNTY  
2 EXECUTIVE TO ADMINISTER AND ENFORCE THE COUNTY PREVAILING WAGE  
3 REQUIREMENTS UNDER THIS TITLE.

4  
5 (6) "DIRECTOR" MEANS THE DIRECTOR OF THE DEPARTMENT THAT ADMINISTERS  
6 AND ENFORCES THE COUNTY PREVAILING WAGE REQUIREMENTS OR THE DIRECTOR'S  
7 DESIGNEE.

8  
9 (7) (I) "EMPLOYEE" MEANS AN APPRENTICE, LABORER, OR MECHANIC EMPLOYED  
10 BY A CONTRACTOR ON A CAPITAL IMPROVEMENT CONTRACT.

11  
12 (II) "EMPLOYEE" DOES NOT INCLUDE AN INDIVIDUAL EMPLOYED BY THE  
13 COUNTY.

14  
15 (8) "OVERTIME RATE" MEANS THE RATE A CONTRACTOR SHALL PAY AN EMPLOYEE  
16 AT A RATE EQUAL TO OR MORE THAN THE REGULAR PREVAILING WAGE RATE FOR  
17 OVERTIME FOR THE TYPE OF WORK PERFORMED FOR EACH HOUR THAT THE EMPLOYEE  
18 PERFORMS DIRECT AND MEASURABLE WORK:

19  
20 (I) MORE THAN EIGHT HOURS IN ANY SINGLE CALENDAR DAY;

21  
22 (II) MORE THAN 40 HOURS IN A WORK WEEK; OR

23  
24 (III) ON A SUNDAY OR A LEGAL HOLIDAY.

25  
26 (9) "PREVAILING WAGE" MEANS THE BASIC HOURLY RATE AND FRINGE BENEFIT  
27 RATE ESTABLISHED ANNUALLY BY THE STATE COMMISSIONER OF LABOR AND INDUSTRY  
28 FOR STATE-FUNDED CONSTRUCTION CONTRACTS IN THE COUNTY AT THE TIME OF THE  
29 AWARD OF THE CAPITAL IMPROVEMENT CONTRACT.

30  
31 **(B) Applicability.**

32  
33 (1) THIS SECTION APPLIES TO CAPITAL IMPROVEMENT CONTRACTS.

34  
35 (2) THIS SECTION DOES NOT APPLY TO A CAPITAL IMPROVEMENT CONTRACT:

36  
37 (I) SUBJECT TO A FEDERAL OR STATE PREVAILING WAGE LAW;

38  
39 (II) AWARDED WITHOUT COMPETITION;

40  
41 (III) WITH ANOTHER GOVERNMENTAL ENTITY;

42  
43 (IV) TO THE EXTENT THAT THE CONTRACTOR IS EXPRESSLY PRECLUDED FROM  
44 COMPLYING WITH THIS SECTION BY THE TERMS OF ANY FEDERAL OR STATE LAW,  
45 CONTRACT, OR GRANT;

46  
47 (V) ENTERED INTO PURSUANT TO § 8-1-107(B);

48  
49 (VI) ENTERED INTO AS A JOINT OR COOPERATIVE PURCHASE; OR

50  
51 (VII) ENTERED INTO AS AN EMERGENCY PURCHASE.

52  
53 **(C) Prevailing wage required.** A CONTRACTOR THAT PERFORMS DIRECT AND  
54 MEASURABLE CONSTRUCTION WORK ON A CAPITAL IMPROVEMENT CONTRACT SHALL  
55 PAY EACH:

1 (1) EMPLOYEE AT A RATE EQUAL TO OR MORE THAN THE PREVAILING WAGE RATE  
2 CURRENTLY IN EFFECT FOR THE TYPE OF WORK PERFORMED; AND

3  
4 (2) APPRENTICE AT LEAST THE RATE THAT THE STATE'S APPRENTICESHIP AND  
5 TRAINING COUNCIL SETS FOR AN APPRENTICE IN THE TRADE INVOLVED, BASED ON A  
6 PERCENTAGE OF THE PREVAILING WAGE RATE IN THAT TRADE.

7  
8 (D) **Wage deductions permitted.** A CONTRACTOR MAY ONLY MAKE FAIR AND  
9 REASONABLE DEDUCTIONS THAT ARE:

10 (1) REQUIRED BY LAW;

11  
12  
13 (2) AUTHORIZED IN A WRITTEN AGREEMENT BETWEEN THE EMPLOYEE AND THE  
14 CONTRACTOR SIGNED AT THE BEGINNING OF EMPLOYMENT THAT:

15 (I) CONCERNS FOOD, SLEEPING QUARTERS, OR SIMILAR ITEMS; AND

16 (II) IS SUBMITTED BY THE CONTRACTOR TO THE DIRECTOR; OR

17  
18  
19 (3) REQUIRED OR ALLOWED BY A COLLECTIVE BARGAINING AGREEMENT  
20 BETWEEN A BONA FIDE LABOR ORGANIZATION AND A CONTRACTOR.

21  
22  
23 (E) **Contract requirements.** A CAPITAL IMPROVEMENT CONTRACT:

24 (1) SHALL REQUIRE THE CONTRACTOR TO COMPLY WITH THIS SECTION;

25  
26 (2) SHALL SPECIFY THAT AN AGGRIEVED EMPLOYEE OR APPRENTICE, AS A THIRD-  
27 PARTY BENEFICIARY, MAY BY A CIVIL ACTION AGAINST THE CONTRACTOR, RECOVER THE  
28 DIFFERENCE BETWEEN THE PREVAILING WAGE FOR THE TYPE OF WORK PERFORMED AND  
29 THE AMOUNT ACTUALLY RECEIVED, WITH INTEREST AND REASONABLE ATTORNEY'S  
30 FEES, AS APPLICABLE; AND

31  
32 (3) MAY SPECIFY THE PAYMENT OF LIQUIDATED DAMAGES OWED TO THE COUNTY  
33 BY THE CONTRACTOR FOR NONCOMPLIANCE WITH THIS SECTION OF NOT MORE THAN  
34 THREE TIMES THE AMOUNT OF WAGES OWED TO AN EMPLOYEE OR APPRENTICE.

35  
36  
37 (F) **Prohibitions.** A CONTRACTOR MAY NOT:

38 (1) SPLIT OR SUBDIVIDE A CAPITAL IMPROVEMENT CONTRACT OR A SUBCONTRACT  
39 AWARDED PURSUANT TO THE CAPITAL IMPROVEMENT CONTRACT, PAY AN EMPLOYEE  
40 THROUGH A THIRD-PARTY, OR TREAT AN EMPLOYEE AS A SUBCONTRACTOR OR  
41 INDEPENDENT CONTRACTOR TO AVOID ANY REQUIREMENT OF THIS SECTION; OR

42  
43 (2) EMPLOY AN INDIVIDUAL CLASSIFIED AS A HELPER OR TRAINEE TO PERFORM  
44 DIRECT AND MEASURABLE WORK UNDER A CAPITAL IMPROVEMENT CONTRACT.

45  
46 (G) **Notice required.** A CONTRACTOR SHALL PROMINENTLY POST AT THE WORKSITE A  
47 CLEARLY LEGIBLE STATEMENT IN ENGLISH AND ANY OTHER LANGUAGE THAT IS  
48 PRIMARILY SPOKEN BY THE EMPLOYEES AT THE WORKSITE THAT STATES EACH  
49 PREVAILING WAGE RATE.

50  
51 (H) **Records.**

52 (1) A CONTRACTOR SHALL SUBMIT A CERTIFIED COMPLETE COPY OF ITS PAYROLL  
53 RECORDS FOR A CAPITAL IMPROVEMENT CONTRACT COVERED BY THIS SECTION TO THE  
54 DIRECTOR WITHIN 14 DAYS AFTER THE END OF EACH PAYROLL PERIOD.  
55  
56

1 (2) THE PAYROLL RECORDS SHALL CONTAIN A STATEMENT SIGNED BY THE  
2 CONTRACTOR CERTIFYING THAT:

3  
4 (I) THE PAYROLL RECORDS ARE COMPLETE AND CORRECT;

5  
6 (II) THE WAGE RATES PAID ARE NOT LESS THAN THOSE REQUIRED BY THIS  
7 SECTION; AND

8  
9 (III) THE RATE OF PAY AND CLASSIFICATION FOR EACH EMPLOYEE  
10 ACCURATELY REFLECTS THE WORK THE EMPLOYEE PERFORMED.

11  
12 (3) PAYROLL RECORDS SHALL INCLUDE:

13  
14 (I) THE NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL OF THE  
15 CONTRACTOR;

16  
17 (II) THE NAME AND LOCATION OF THE JOB; AND

18  
19 (III) EACH EMPLOYEE'S:

20  
21 1. NAME;

22  
23 2. CURRENT ADDRESS, UNLESS PREVIOUSLY REPORTED;

24  
25 3. SPECIFIC WORK CLASSIFICATION;

26  
27 4. DAILY BASIC TIME AND OVERTIME HOURS;

28  
29 5. TOTAL BASIC TIME AND OVERTIME HOURS FOR THE PAYROLL PERIOD;

30  
31 6. RATE OF PAY;

32  
33 7. FRINGE BENEFITS BY TYPE AND AMOUNT; AND

34  
35 8. GROSS WAGES.

36  
37 (4) A CONTRACTOR SHALL:

38  
39 (I) MAINTAIN PAYROLL RECORDS COVERING A CAPITAL IMPROVEMENT  
40 CONTRACT COVERED BY THIS SECTION FOR NOT LESS THAN FIVE YEARS AFTER THE WORK  
41 IS COMPLETED; AND

42  
43 (II) SUBJECT TO REASONABLE NOTICE, PERMIT THE DIRECTOR TO INSPECT THE  
44 PAYROLL RECORDS AT A REASONABLE TIME AND AS OFTEN AS NECESSARY.

45  
46 (5) THE DIRECTOR SHALL:

47  
48 (I) MAINTAIN PAYROLL RECORDS COVERING A CAPITAL IMPROVEMENT  
49 CONTRACT COVERED BY THIS SECTION FOR NOT LESS THAN FIVE YEARS AFTER THE WORK  
50 IS COMPLETED; AND,

51  
52 (II) SUBJECT TO ANY REQUIRED EXEMPTIONS OR DENIALS UNDER THE  
53 MARYLAND PUBLIC INFORMATION ACT OR ANY OTHER APPLICABLE OPEN PUBLIC  
54 RECORDS LAWS, SHALL MAKE THE RECORDS AVAILABLE FOR PUBLIC INSPECTION  
55 DURING REGULAR BUSINESS HOURS.

56  
57 (I) **Audits.** THE DIRECTOR MAY PERFORM RANDOM OR REGULAR AUDITS AND  
58 INVESTIGATE ANY COMPLAINT OF A VIOLATION OF THIS SECTION.

1           **(J) Violations.**

2  
3           (1) IF THE DIRECTOR DETERMINES THAT A PROVISION OF THIS SECTION HAS BEEN  
4 VIOLATED, THE DIRECTOR:

5  
6           (I) SHALL ISSUE A WRITTEN DECISION, INCLUDING APPROPRIATE SANCTIONS;  
7 AND

8  
9           (II) MAY WITHHOLD FROM PAYMENT DUE THE CONTRACTOR, PENDING A FINAL  
10 DECISION, AN AMOUNT SUFFICIENT TO:

11  
12           1. PAY EACH EMPLOYEE OF THE CONTRACTOR THE FULL AMOUNT OF  
13 WAGES DUE UNDER THIS SECTION; AND

14  
15           2. SATISFY A LIABILITY OF A CONTRACTOR FOR LIQUIDATED DAMAGES AS  
16 PERMITTED IN THIS SECTION.

17  
18           (2) (I) A CONTRACTOR MAY APPEAL A WRITTEN DECISION OF THE DIRECTOR THAT  
19 THE CONTRACTOR VIOLATED A PROVISION OF THIS SECTION TO THE PURCHASING AGENT  
20 WITHIN 10 WORKING DAYS AFTER RECEIVING A COPY OF THE DECISION.

21  
22           (II) WITHIN A REASONABLE TIME OF RECEIPT OF A TIMELY APPEAL, THE  
23 PURCHASING AGENT MAY INVESTIGATE, REQUEST WRITTEN TESTIMONY, OR CONDUCT A  
24 HEARING, AS THE PURCHASING AGENT DEEMS NECESSARY FOR THE REVIEW OF THE  
25 APPEAL. THE DECISION OF THE PURCHASING AGENT ON THE APPEAL IS FINAL AND NOT  
26 SUBJECT TO APPEAL.

27  
28           (III) IF THE CONTRACTOR DOES NOT APPEAL THE DIRECTOR'S DECISION WITHIN  
29 10 WORKING DAYS AFTER RECEIPT, THE DECISION OF THE DIRECTOR IS DEEMED FINAL  
30 AND NOT APPEALABLE.

31  
32           (3) IF THE FINAL DECISION OF THE DIRECTOR OR, AFTER APPEAL, THE PURCHASING  
33 AGENT, IS THAT THE CONTRACTOR HAS VIOLATED THE PROVISIONS OF THIS SECTION AND  
34 THAT THE VIOLATION WAS INTENTIONAL, AT THE DISCRETION OF THE DIRECTOR, THE  
35 CONTRACTOR, ANY OF ITS PRINCIPALS, OR ANY FIRM, CORPORATION, PARTNERSHIP, OR  
36 OTHER BUSINESS ENTITY IN WHICH THAT CONTRACTOR HAS AN INTEREST, MAY NOT BE  
37 AWARDED A COUNTY CONTRACT AND MAY NOT PERFORM ANY WORK ON ANY COUNTY  
38 CONTRACT FOR ONE YEAR FROM THE DATE OF THE FINAL DECISION.

39  
40           (4) A CONTRACTOR MAY NOT DISCHARGE OR OTHERWISE RETALIATE AGAINST AN  
41 EMPLOYEE FOR ASSERTING ANY RIGHT UNDER THIS SECTION OR FOR FILING A  
42 COMPLAINT OF A VIOLATION.

43  
44           (5) A CONTRACTOR IS JOINTLY AND SEVERALLY LIABLE FOR A SUBCONTRACTOR'S  
45 NONCOMPLIANCE WITH THIS SECTION.

46  
47           (6) IF A CONTRACTOR IS LATE IN SUBMITTING COPIES OF PAYROLL RECORDS  
48 REQUIRED TO BE SUBMITTED UNDER THIS SECTION, THE COUNTY MAY DEEM THE  
49 INVOICES DEFICIENT UNTIL THE CONTRACTOR PROVIDES THE REQUIRED RECORDS AND  
50 MAY POSTPONE PROCESSING PAYMENTS DUE UNDER THE CONTRACT.

51  
52           **(K) Report.** THE DIRECTOR SHALL ANNUALLY PUBLISH AND POST ON THE COUNTY'S  
53 WEBSITE A REPORT ON THE OPERATION OF AND COMPLIANCE WITH THIS SECTION.

54  
55           **(L) Policies and guidelines.** THE DIRECTOR MAY PROMULGATE DRAFT POLICIES AND  
56 GUIDELINES FOR THE PROPER IMPLEMENTATION AND ENFORCEMENT OF THIS SECTION.  
57 THE DRAFT POLICIES AND GUIDELINES SHALL BE POSTED FOR PUBLIC COMMENT ON THE

1 COUNTY'S WEBSITE FOR A PERIOD OF AT LEAST 30 DAYS. IF THERE ARE NO COMMENTS,  
2 THE POLICIES AND GUIDELINES BECOME EFFECTIVE NO EARLIER THAN THE EXPIRATION  
3 OF THE 30-DAY COMMENT PERIOD. IF THERE ARE COMMENTS AND THE DIRECTOR MAKES  
4 ~~REVISION.~~ REVISIONS, THE REVISED POLICIES AND GUIDELINES BECOME EFFECTIVE NO  
5 EARLIER THAN THE DATE UPON WHICH THEY ARE POSTED ON THE COUNTY'S WEBSITE.  
6

7 **8-2-116. Local hiring.**  
8

9 (A) **Definitions.** IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS  
10 INDICATED.  
11

12 (1) "CONTRACTOR" MEANS A CONTRACTOR WHO:  
13

14 (I) HAS A CAPITAL IMPROVEMENT CONTRACT WITH THE COUNTY FOR MORE  
15 THAN \$1,000,000; OR  
16

17 (II) HAS A CONTRACT FOR A CAPITAL PROJECT TO WHICH THE COUNTY  
18 CONTRIBUTES FUNDING WITH A VALUE OVER \$5,000,000.  
19

20 (2) "CAPITAL IMPROVEMENT CONTRACT" AND "CAPITAL PROJECT" HAVE THE  
21 MEANINGS STATED IN § 8-2-115.  
22

23 (3) "DEPARTMENT" MEANS THE DEPARTMENT THAT THE COUNTY EXECUTIVE  
24 DESIGNATES TO ADMINISTER AND ENFORCE THE COUNTY LOCAL HIRING REQUIREMENTS  
25 UNDER THIS TITLE.  
26

27 (4) "DIRECTOR" MEANS THE DIRECTOR OF THE DEPARTMENT THAT ADMINISTERS  
28 AND ENFORCES THE COUNTY LOCAL HIRING REQUIREMENTS OR THE DIRECTOR'S  
29 DESIGNEE.  
30

31 (B) **Local hiring.** A CONTRACTOR SHALL MAKE BEST EFFORTS TO FILL AT LEAST 51%  
32 OF NEW JOBS REQUIRED TO COMPLETE THE CAPITAL IMPROVEMENT CONTRACT OR  
33 CAPITAL PROJECT WITH ANNE ARUNDEL COUNTY RESIDENTS.  
34

35 (C) **Reporting.** THE CONTRACTOR SHALL SUBMIT QUARTERLY REPORTS TO THE  
36 DEPARTMENT, ON THE FORM DESIGNATED BY THE DIRECTOR, WHICH INCLUDES THE  
37 FOLLOWING WITH RESPECT TO THE CAPITAL IMPROVEMENT CONTRACT OR CAPITAL  
38 PROJECT:  
39

40 (1) THE NUMBER OF NEW HIRES NEEDED FOR THE CONTRACT DURING THE  
41 REPORTING PERIOD;  
42

43 (2) THE TOTAL NUMBER OF ANNE ARUNDEL COUNTY RESIDENTS HIRED DURING  
44 THE REPORTING PERIOD;  
45

46 (3) THE TOTAL NUMBER OF ALL EMPLOYEES HIRED DURING THE REPORTING  
47 PERIOD;  
48

49 (4) DESCRIBE EFFORTS MADE TO FILL THE OPEN POSITIONS WITH LOCAL COUNTY  
50 RESIDENTS; AND  
51

52 (5) FOR A NEW HIRE DURING THE REPORTING PERIOD, THE NEW HIRE'S:  
53

54 (I) NAME;  
55

56 (II) LAST FOUR NUMBERS OF THEIR SOCIAL SECURITY NUMBER;  
57

- 1 (III) JOB TITLE;
- 2
- 3 (IV) HIRE DATE;
- 4
- 5 (V) ADDRESS; AND
- 6
- 7 (VI) REFERRAL SOURCE.
- 8

9 (D) **Violations.**

10 (1) IF THE DIRECTOR DETERMINES THAT A CONTRACTOR HAS NOT MADE BEST  
11 EFFORTS OR REPORTED AS REQUIRED UNDER THIS SECTION, THE DIRECTOR SHALL ISSUE  
12 A WRITTEN DECISION DETAILING THE BASIS FOR THE DETERMINATION.  
13

14 (2) (I) A CONTRACTOR MAY APPEAL A WRITTEN DECISION OF THE DIRECTOR THAT  
15 THE CONTRACTOR VIOLATED A PROVISION OF THIS SECTION TO THE PURCHASING AGENT  
16 WITHIN 10 WORKING DAYS AFTER RECEIVING A COPY OF THE DECISION.  
17

18 (II) WITHIN A REASONABLE TIME OF RECEIPT OF A TIMELY APPEAL, THE  
19 PURCHASING AGENT MAY INVESTIGATE, REQUEST WRITTEN TESTIMONY, OR CONDUCT A  
20 HEARING, AS THE PURCHASING AGENT DEEMS NECESSARY FOR THE REVIEW OF THE  
21 APPEAL. THE PURCHASING AGENT'S DECISION ON THE APPEAL IS NOT SUBJECT TO  
22 APPEAL.  
23

24 (III) IF THE CONTRACTOR DOES NOT APPEAL THE DIRECTOR'S DECISION WITHIN  
25 10 WORKING DAYS AFTER RECEIPT, THE DECISION OF THE DIRECTOR IS DEEMED FINAL  
26 AND NOT APPEALABLE.  
27

28 (3) IF THE FINAL DECISION OF THE DIRECTOR OR, AFTER APPEAL, THE PURCHASING  
29 AGENT IS THAT THE CONTRACTOR HAS VIOLATED THE PROVISIONS OF THIS SECTION AND  
30 THAT THE VIOLATION WAS INTENTIONAL, AT THE DISCRETION OF THE DIRECTOR, THE  
31 CONTRACTOR, ANY OF ITS PRINCIPALS, OR ANY FIRM, CORPORATION, OR PARTNERSHIP IN  
32 WHICH THAT CONTRACTOR HAS AN INTEREST, MAY NOT BE AWARDED A COUNTY  
33 CONTRACT AND MAY NOT PERFORM ANY WORK ON ANY COUNTY CONTRACT FOR ONE  
34 YEAR FROM THE DATE OF THE FINAL DECISION.  
35

36 (4) IF A CONTRACTOR IS LATE IN SUBMITTING REPORTS REQUIRED TO BE  
37 SUBMITTED UNDER THIS SECTION, THE COUNTY MAY POSTPONE PROCESSING PAYMENTS  
38 DUE UNDER THE CONTRACT UNTIL THE REQUIRED REPORTS ARE SUBMITTED.  
39

40 SECTION 3. *And be it further enacted*, that this Ordinance shall apply to all capital  
41 improvement contracts initially solicited on or after July 1, 2022.  
42

43 SECTION 4. *And be it further enacted*, that this Ordinance shall take effect on July 1,  
44 2022.  
45

AMENDMENT ADOPTED: October 4, 2021

READ AND PASSED this 4<sup>th</sup> day of October, 2021

By Order:



Laura Corby  
Administrative Officer



PRESENTED to the County Executive for his approval this 5<sup>th</sup> day of October, 2021



Laura Corby  
Administrative Officer

APPROVED AND ENACTED this 12<sup>th</sup> day of October, 2021



Steuart Pittman  
County Executive

EFFECTIVE DATE: July 1, 2022

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF  
BILL NO. 72-21 THE ORIGINAL OF WHICH IS RETAINED IN THE FILES  
OF THE COUNTY COUNCIL.



Laura Corby  
Administrative Officer