
By: **Prince George's County Delegation and Montgomery County
Delegation**

Introduced and read first time: February 10, 2000
Assigned to: Commerce and Government Matters

Committee Report: Favorable with amendments
House action: Adopted
Read second time: March 27, 2000

CHAPTER _____

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission - Nondiscrimination Policy**
3 **PG/MC 11-00**

4 FOR the purpose of prohibiting the Washington Suburban Sanitary Commission
5 (WSSC) from discriminating against any person based on certain factors;
6 requiring certain contracts to include certain provisions pertaining to
7 nondiscrimination; authorizing the WSSC and certain contractors to void
8 certain contracts ~~and recover certain costs under specified circumstances;~~
9 limiting the liability of the WSSC and certain contractors under certain
10 contracts; authorizing the WSSC to compel performance under certain
11 contracts; and generally relating to the WSSC and nondiscrimination policies.

12 BY adding to
13 Article 29 - Washington Suburban Sanitary District
14 Section 1-107 and 3-102(h)
15 Annotated Code of Maryland
16 (1997 Replacement Volume and 1999 Supplement)

17 BY repealing and reenacting, without amendments,
18 Article 29 - Washington Suburban Sanitary District
19 Section 3-102(b)
20 Annotated Code of Maryland
21 (1997 Replacement Volume and 1999 Supplement)

1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
2 MARYLAND, That the Laws of Maryland read as follows:

3 **Article 29 - Washington Suburban Sanitary District**

4 1-107.

5 THE WSSC MAY NOT DISCRIMINATE AGAINST A PERSON ON THE BASIS OF SEX,
6 RACE, CREED, COLOR, AGE, MENTAL OR PHYSICAL HANDICAP, SEXUAL ORIENTATION,
7 OR NATIONAL ORIGIN.

8 3-102.

9 (b) This section only applies to design/build contracts and construction
10 contracts.

11 (H) (1) THE WSSC MAY NOT AWARD A CONTRACT TO A CONTRACTOR UNLESS
12 THE CONTRACT CONTAINS PROVISIONS OBLIGATING THE CONTRACTOR:

13 (I) NOT TO DISCRIMINATE IN ANY MANNER AGAINST AN
14 EMPLOYEE OR AN APPLICANT FOR EMPLOYMENT ON THE BASIS OF SEX, RACE,
15 CREED, COLOR, AGE, MENTAL OR PHYSICAL HANDICAP, SEXUAL ORIENTATION, OR
16 NATIONAL ORIGIN; AND

17 (II) TO INCLUDE A SIMILAR NONDISCRIMINATION CLAUSE IN ALL
18 SUBCONTRACTS.

19 (2) (I) IF THE NONDISCRIMINATION CLAUSE IS OMITTED FROM A
20 CONTRACT OR SUBCONTRACT THE WSSC SHALL PROVIDE A REASONABLE
21 OPPORTUNITY TO CURE THE DEFECT, SUBJECT TO THE PROVISIONS OF THIS
22 SUBSECTION.

23 (II) IF THE CONTRACTOR FAILS TO CURE THE DEFECT, THE WSSC
24 MAY DECLARE THE CONTRACT TO BE VOID, AND THE CONTRACTOR IS:

25 1. ENTITLED TO THE REASONABLE VALUE OF WORK THAT
26 HAS BEEN PERFORMED AND MATERIALS THAT HAVE BEEN PROVIDED; ~~AND~~

27 2. ~~LIABLE TO THE WSSC FOR ANY COST INCURRED BY THE~~
28 ~~WSSC IN COMPLETING THE WORK IN EXCESS OF THE UNPAID BALANCE OF THE~~
29 ~~CONTRACT PRICE.~~

30 (III) IF THE CONTRACTOR CURES THE DEFECT, THE CONTRACT
31 REMAINS IN FORCE ACCORDING TO ITS REVISED TERMS.

32 (3) IF A CONTRACTOR WILLFULLY FAILS TO COMPLY WITH THE
33 REQUIREMENTS OF THE NONDISCRIMINATION CLAUSE AND THE CONTRACT IS
34 PARTLY EXECUTORY, THE WSSC MAY COMPEL THE CONTRACTOR TO CONTINUE TO
35 PERFORM UNDER THE CONTRACT, BUT THE WSSC:

1 (I) IS LIABLE FOR NO MORE THAN THE REASONABLE VALUE OF
2 WORK PERFORMED AND MATERIALS PROVIDED AFTER THE DATE ON WHICH THE
3 BREACH OF CONTRACT WAS OR SHOULD HAVE BEEN DISCOVERED; AND

4 (II) SHALL DEDUCT ANY MONEY THAT HAS BEEN PAID UNDER THE
5 CONTRACT FROM THE MONEY THAT COMES DUE UNDER ITEM (I) OF THIS
6 PARAGRAPH.

7 (4) IF A SUBCONTRACTOR WILLFULLY FAILS TO COMPLY WITH THE
8 REQUIREMENTS OF A NONDISCRIMINATION CLAUSE, THE CONTRACTOR MAY
9 DECLARE THE SUBCONTRACT TO BE VOID. IN THAT EVENT, THE CONTRACTOR IS
10 LIABLE FOR NO MORE THAN THE REASONABLE VALUE OF WORK PERFORMED OR
11 MATERIALS PROVIDED.

12 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
13 October 1, 2000.