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

Introduced and read first time: February 9, 2001
Assigned to: Commerce and Government Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission - Nondiscrimination Policy**
3 **MC/PG 125-01**

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; limiting the liability of the WSSC and certain contractors
9 under certain contracts; authorizing the WSSC to compel performance under
10 certain contracts; and generally relating to the WSSC and nondiscrimination
11 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 2000 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 2000 Supplement)

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

Article 29 - Washington Suburban Sanitary District

1-107.

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

3-102.

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

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

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

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

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

(II) IF THE CONTRACTOR FAILS TO CURE THE DEFECT, THE WSSC MAY DECLARE THE CONTRACT TO BE VOID, AND THE CONTRACTOR IS ENTITLED TO THE REASONABLE VALUE OF WORK THAT HAS BEEN PERFORMED AND MATERIALS THAT HAVE BEEN PROVIDED.

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

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

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

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

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

6 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
7 October 1, 2001.