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§17–108.

(a) Subject to subsection (b) of this section, a supplier may sue on payment security if the supplier:

(1) supplied labor or materials in the prosecution of work provided for in a contract subject to this subtitle; and

(2) has not been paid in full for the labor or materials within 90 days after the day that the person last supplied labor or materials for which the claim is made.

(b) (1) A supplier who has a direct contractual relationship with a subcontractor or sub-subcontractor of a contractor who has provided payment security but no contractual relationship with the contractor may sue on the security if the supplier gives written notice to the contractor within 90 days after the labor or materials for which the claim is made were last supplied in prosecution of work covered by the security.

(2) A notice under this subsection:

(i) shall state with substantial accuracy the amount claimed and the person to whom the labor or material was supplied; and

(ii) shall be sent by certified mail to the contractor at the contractor's residence or a place where the contractor has an office or does business.

(c) (1) On request by a person who submits an affidavit verifying that the person has supplied labor or materials but has not been paid or is being sued under this section, the Comptroller or the officer in charge of the office where the payment security or evidence of security is required to be filed shall issue:

(i) a certified copy of the payment bond; or

(ii) for other security, a certified statement of the security.

(2) The person requesting certification shall pay a reasonable fee, set by the Comptroller or other officer required to issue the certification, to cover the costs of preparation.

(3) A certification under this section is prima facie evidence of the contents, execution, and delivery of payment security.

(d) (1) An executory contract between a supplier and a contractor or subcontractor that is related to a construction contract may not waive or require the supplier to waive the right to sue on payment security under this section.

(2) A provision in an executory contract between a supplier and a contractor or subcontractor that is related to a construction contract and that conditions payment to the supplier on receipt of payment by the person from a public body or other third party, may not abrogate or waive the right of the supplier to sue on payment security under this subtitle.

(3) A provision of a contract made in violation of this subsection is void as against the public policy of the State.

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