

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2026 Legislative Session

Legislative Day No. 12

Bill No. 65 -2026

Introduced by: Christiana Rigby

SHORT TITLE: Purchasing – Capital Improvement Contracts – Prevailing Wage and Local Hiring

TITLE: AN ACT establishing prevailing wage provisions applicable to certain capital improvement contracts; defining certain terms; adding certain types of capital improvement contracts to which prevailing wage provisions apply; authorizing wage adjustments during the term of a capital improvement contract; allowing wage deductions in certain instances; requiring capital improvement contracts to include specific terms; adding worksite notice requirements; allowing audits and investigations of complaints relating to prevailing wage requirements; adding reporting requirements; establishing penalties for violations of prevailing wage provisions; establishing local hiring requirements for certain capital improvement contracts and projects; establishing reporting and enforcement requirements for local hiring; providing for the applicability of this bill; and generally relating to purchasing.

Introduced and read first time _____, 2026. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2026.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2026 and Passed ___, Passed with amendments ____, Failed ____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this _____ day of _____, 2026 at ___ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved by the County Executive _____, 2026

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

Section 1. *Be It Enacted* by the County Council of Howard County, Maryland, that the Howard County Code is amended as follows:

By adding:

Title 4 - "Contracts, Purchasing and Property"

Subtitle 1- "Purchasing"

Section 4.131 - "Prevailing wage"

Section 4.132- "Local hiring"

By renumbering:

Title 4- "Contracts, Purchasing and Property"

Subtitle 1- "Purchasing"

Section 4.131 – "Severability" to be Section 4.133. "Severability"

Title 4. – Contracts, Purchasing and Property

Subtitle 1. Purchasing

SECTION 4.131 PREVAILING WAGE.

(A) *DEFINITIONS.* IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED:

(1) *ADMINISTRATOR* MEANS THE ADMINISTRATOR OF THE OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION OR THE ADMINISTRATOR'S DESIGNEE.

(2) *APPRENTICE* MEANS AN INDIVIDUAL WHO:

(I) IS AT LEAST 16 YEARS OLD;

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

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

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

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

(3) *CAPITAL PROJECT* HAS THE MEANING STATED IN SECTION 4.102 OF THIS SUBTITLE.

(4) *CAPITAL IMPROVEMENT CONTRACT* MEANS A COUNTY CAPITAL PROJECT WITH A VALUE OVER \$250,000. A CAPITAL IMPROVEMENT CONTRACT DOES NOT INCLUDE A REQUIREMENTS CONTRACT IF THE VALUE OF AN INDIVIDUAL PURCHASE ORDER ISSUED UNDER THE CONTRACT IS \$250,000 OR LESS.

(5) *CONTRACTOR* INCLUDES ALL SUBCONTRACTORS TO A CONTRACTOR ON A CAPITAL IMPROVEMENT CONTRACT.

(6) *EMPLOYEE* MEANS AN APPRENTICE, LABORER, OR MECHANIC, EMPLOYED BY A CONTRACTOR ON A CAPITAL IMPROVEMENT CONTRACT. EMPLOYEE DOES NOT INCLUDE AN INDIVIDUAL EMPLOYED BY THE COUNTY.

(7) *OVERTIME RATE* MEANS AT LEAST TIME AND A HALF THE REGULAR PREVAILING WAGE RATE FOR OVERTIME FOR THE TYPE OF WORK BEING PERFORMED FOR EACH HOUR THAT THE EMPLOYEE PERFORMS DIRECT AND MEASURABLE WORK:

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

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

(III) ON A SUNDAY OR A LEGAL HOLIDAY.

(8) *PREVAILING WAGE* MEANS THE BASIC HOURLY RATE AND FRINGE BENEFIT RATE ESTABLISHED ANNUALLY BY THE STATE COMMISSION OF LABOR AND INDUSTRY FOR STATE-FUNDED CONSTRUCTION CONTRACTS IN THE COUNTY AT THE TIME OF THE AWARD OF THE CAPITAL IMPROVEMENT CONTRACT.

(B) *IMPLEMENTATION.*

THE OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION IS RESPONSIBLE FOR ADMINISTERING AND ENFORCING THE COUNTY'S PREVAILING WAGE REQUIREMENTS UNDER THIS SECTION.

(C) *APPLICABILITY.*

(1) THIS SECTION APPLIES TO CAPITAL IMPROVEMENT CONTRACTS.

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

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

(II) AWARDED WITHOUT COMPETITION;

(III) WITH ANOTHER GOVERNMENTAL ENTITY;

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

(V) ENTERED INTO PURSUANT TO SECTION 4.115 OF THIS SUBTITLE;

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

(VII) ENTERED INTO AS AN EMERGENCY PURCHASE PURSUANT TO SECTION 4.111 OF THIS SUBTITLE.

(3) COUNTY FINANCIAL ASSISTANCE PROVIDED TO A PRIVATE OR NONGOVERNMENTAL ENTITY DOES NOT, BY ITSELF, CAUSE A PROJECT UNDERTAKEN BY THE ENTITY TO BE A CAPITAL PROJECT OR CAPITAL IMPROVEMENT CONTRACT UNDER THIS SECTION.

(D) *PREVAILING WAGE REQUIRED.* A CONTRACTOR THAT PERFORMS DIRECT AND MEASURABLE CONSTRUCTION WORK ON A CAPITAL IMPROVEMENT CONTRACT SHALL PAY EACH:

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

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

1 THE ADMINISTRATOR SHALL INCLUDE IN A CAPITAL IMPROVEMENT CONTRACT A METHOD FOR
2 INCREASING THE PREVAILING WAGE DURING THE TERM OF THE CONTRACT.

3 (E) *WAGE DEDUCTIONS PERMITTED.* A CONTRACTOR MAY ONLY MAKE FAIR AND REASONABLE
4 DEDUCTIONS THAT ARE:

5 (1) REQUIRED BY LAW;

6 (2) AUTHORIZED IN A WRITTEN AGREEMENT BETWEEN THE EMPLOYEE AND THE CONTRACTOR
7 SIGNED AT THE BEGINNING OF EMPLOYMENT THAT:

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

9 (II) IS SUBMITTED BY THE CONTRACTOR TO THE ADMINISTRATOR; OR

10 (3) REQUIRED OR ALLOWED BY A COLLECTIVE BARGAINING AGREEMENT BETWEEN A BONA FIDE
11 LABOR ORGANIZATION AND A CONTRACTOR.

12 (F) *CONTRACT REQUIREMENTS.* A CAPITAL IMPROVEMENT CONTRACT:

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

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

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

22 (G) *PROHIBITIONS.* A CONTRACTOR MAY NOT:

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

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

29 (H) *NOTICE REQUIRED.* A CONTRACTOR SHALL PROMINENTLY POST AT THE WORKSITE A CLEARLY
30 LEGIBLE STATEMENT IN ENGLISH AND ANY OTHER LANGUAGE THAT IS PRIMARILY SPOKEN BY THE
31 EMPLOYEES AT THE WORKSITE THAT STATES EACH PREVAILING WAGE RATE.

32 (I) *RECORDS.*

33 (1) A CONTRACTOR SHALL SUBMIT A CERTIFIED COMPLETE COPY OF ITS PAYROLL RECORD FOR A
34 CAPITAL IMPROVEMENT CONTRACT COVERED BY THIS SECTION TO THE ADMINISTRATOR
35 WITHIN 14 BUSINESS DAYS AFTER THE END OF EACH PAYROLL PERIOD.

36 (2) THE PAYROLL RECORD SHALL CONTAIN A STATEMENT SIGNED BY THE CONTRACTOR
37 CERTIFYING THAT:

38 (I) THE PAYROLL RECORDS ARE COMPLETE AND CORRECT;

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

- 1 (iii) THE RATE OF PAY AND CLASSIFICATION FOR EACH EMPLOYEE ACCURATELY
2 REFLECTS THE WORK THE EMPLOYEE PERFORMED.
- 3 (3) THE PAYROLL RECORD SHALL INCLUDE:
- 4 (i) THE NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS OF THE
5 CONTRACTOR;
- 6 (ii) THE NAME AND LOCATION OF THE JOB; AND
- 7 (iii) EACH EMPLOYEE'S
- 8 1. NAME
- 9 2. UNIQUE EMPLOYEE IDENTIFICATION NUMBER ASSIGNED BY THE
10 CONTRACTOR;
- 11 3. COUNTY AND STATE OF RESIDENCE;
- 12 4. SPECIFIC WORK CLASSIFICATION;
- 13 5. DAILY BASIC TIME AND OVERTIME HOURS;
- 14 6. TOTAL BASIC TIME AND OVERTIME HOURS FOR THE PAYROLL PERIOD;
- 15 7. RATE OF PAY;
- 16 8. FRINGE BENEFITS BY TYPE AND AMOUNT; AND
- 17 9. GROSS WAGES.
- 18 (4) A CONTRACTOR SHALL:
- 19 (i) MAINTAIN PAYROLL RECORDS COVERING A CAPITAL IMPROVEMENT CONTRACT
20 COVERED BY THIS SECTION FOR NOT LESS THAN FIVE YEARS AFTER THE WORK IS
21 COMPLETED; AND
- 22 (ii) SUBJECT TO REASONABLE NOTICE, PERMIT THE ADMINISTRATOR TO INSPECT THE
23 PAYROLL RECORDS AT A REASONABLE TIME AND AS OFTEN AS NECESSARY.
- 24 (5) THE ADMINISTRATOR SHALL:
- 25 (i) MAINTAIN PAYROLL RECORDS COVERING A CAPITAL IMPROVEMENT CONTRACT
26 COVERED BY THIS SECTION FOR NOT LESS THAN FIVE YEARS AFTER THE WORK IS
27 COMPLETED; AND
- 28 (ii) SUBJECT TO REQUIRED EXEMPTIONS OR DENIALS UNDER THE MARYLAND PUBLIC
29 INFORMATION ACT OR ANY OTHER APPLICABLE OPEN PUBLIC RECORDS LAWS, SHALL
30 MAKE THE RECORDS AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS
31 HOURS.
- 32 (j) *AUDITS.* THE ADMINISTRATOR MAY PERFORM RANDOM OR REGULAR AUDITS AND INVESTIGATE
33 ANY COMPLAINT OF A VIOLATION OF THIS SECTION.
- 34 (k) *VIOLATIONS.*
- 35 (1) IF THE ADMINISTRATOR DETERMINES THAT A PROVISION OF THIS SECTION HAS BEEN
36 VIOLATED, THE ADMINISTRATOR:
- 37 (i) SHALL ISSUE A WRITTEN DECISION, INCLUDING APPROPRIATE SANCTIONS; AND

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

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

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

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

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

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

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

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

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

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

(L) *REPORT.* IN ACCORDANCE WITH SECTION 22.1000 OF THIS CODE, THE ADMINISTRATOR SHALL ANNUALLY PUBLISH A REPORT ON THE OPERATION OF AND COMPLIANCE WITH THIS SECTION, POST THE REPORT TO THE COUNTY'S WEBSITE, AND SUBMIT THE REPORT TO THE COUNTY COUNCIL AND COUNTY EXECUTIVE.

(M) *POLICES AND GUIDELINES.* THE ADMINISTRATOR MAY PROMULGATE RULES, POLICIES, AND GUIDELINES FOR THE PROPER IMPLEMENTATION AND ENFORCEMENT OF THIS SECTION IN ACCORDANCE WITH THE ADMINISTRATIVE PROCEDURES ACT, TITLE 2, ARTICLE II OF THIS CODE.

SECTION 4.132 LOCAL HIRING.

(A) DEFINITIONS. IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED:

- 1 (1) *ADMINISTRATOR* MEANS THE ADMINISTRATOR OF THE OFFICE OF PROCUREMENT AND
2 CONTRACT ADMINISTRATION OR THE ADMINISTRATOR’S DESIGNEE.
- 3 (2) *CONTRACTOR* MEANS A CONTRACTOR, INCLUDING ALL SUBCONTRACTORS, WHO PERFORM WORK
4 ON A CAPITAL IMPROVEMENT CONTRACT THAT IS
- 5 (I) SUBJECT TO THE PREVAILING WAGE REQUIREMENTS OF SECTION 4.131 OF THIS SUBTITLE;
6 OR
- 7 (II) SUBJECT TO A FEDERAL OR STATE PREVAILING WAGE LAW.
- 8 (3) *CAPITAL IMPROVEMENT CONTRACT* HAS THE MEANINGS STATED IN SECTION 4.131 OF THIS
9 SUBTITLE.
- 10 (4) *OFFICE* MEANS THE OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION.
- 11 (B) LOCAL HIRING.
- 12 (1) A CONTRACTOR SHALL MAKE BEST EFFORTS TO ENSURE THAT 100% OF NEW HIRES ON A
13 CAPITAL IMPROVEMENT CONTRACT ARE MARYLAND RESIDENTS AND 50% OF EMPLOYEES
14 WHO TRANSFER ONTO A CAPITAL IMPROVEMENT CONTRACT ARE MARYLAND RESIDENTS.
- 15 (2) FOR THE PURPOSES OF THIS SUBSECTION, AN INDIVIDUAL IS NEWLY HIRED IF THE
16 CONTRACTOR OR A SUBCONTRACTOR FIRST EMPLOYS THE INDIVIDUAL AFTER THE AWARD OF
17 THE CAPITAL IMPROVEMENT CONTRACT AND HIRES THE INDIVIDUAL, IN WHOLE OR IN
18 SUBSTANTIAL PART, TO PERFORM WORK ON THE CAPITAL IMPROVEMENT CONTRACT. AN
19 EXISTING EMPLOYEE WHO IS TRANSFERRED OR ASSIGNED TO THE CAPITAL IMPROVEMENT
20 CONTRACT IS NOT NEWLY HIRED.
- 21 (3) IF A CONTRACTOR MAKES NO NEW HIRES FOR THE CAPITAL IMPROVEMENT CONTRACT, THE
22 CONTRACTOR SHALL REPORT THAT FACT, AND THE 100% GOAL DOES NOT APPLY.
- 23 (4) A CONTRACTOR’S FAILURE TO MEET THE 100% GOAL IS NOT A VIOLATION OF THIS SECTION IF
24 THE CONTRACTOR DEMONSTRATES THROUGH DOCUMENTATION OF THE CONSIDERATIONS SET
25 FORTH BELOW THAT THEY MADE BEST EFFORTS TO MEET THE 100% GOAL.
- 26 (5) IN DETERMINING WHETHER A CONTRACTOR MADE BEST EFFORTS, THE ADMINISTRATOR SHALL
27 CONSIDER:
- 28 (I) THE CONTRACTOR’S DOCUMENTED RECRUITMENT AND OUTREACH EFFORTS;
29 (II) THE AVAILABILITY OF QUALIFIED MARYLAND WORKERS;
30 (III) THE SPECIALIZED SKILLS OR EXPERTISE REQUIRED FOR THE PROJECT;
31 (IV) THE AVAILABILITY OF CONTRACTORS, SUBCONTRACTORS, OR WORKFORCES CAPABLE OF
32 PERFORMING THE WORK;
33 (V) RELEVANT LABOR-MARKET CONDITIONS; AND
34 (VI) OTHER CIRCUMSTANCES BEYOND THE CONTRACTOR’S CONTROL.
- 35
- 36 (C) REPORTING. THE CONTRACTOR SHALL SUBMIT QUARTERLY REPORTS TO THE OFFICE, ON THE FORM
37 DESIGNATED BY THE ADMINISTRATOR, WHICH INCLUDES THE FOLLOWING WITH RESPECT TO THE
38 CAPITAL IMPROVEMENT CONTRACT:

- (1) THE NUMBER OF NEW HIRES NEEDED FOR THE CAPITAL IMPROVEMENT CONTRACT DURING THE REPORTING PERIOD;
 - (2) THE TOTAL NUMBER OF MARYLAND RESIDENTS HIRED DURING THE REPORTING PERIOD;
 - (3) THE TOTAL NUMBER OF ALL EMPLOYEES HIRED DURING THE REPORTING PERIOD;
 - (4) THE TOTAL NUMBER OF EMPLOYEES WHO TRANSFERRED TO A CAPITAL IMPROVEMENT CONTRACT DURING THE REPORTING PERIOD;
 - (5) DESCRIBE EFFORTS MADE TO FILL THE OPEN POSITIONS WITH MARYLAND RESIDENTS; AND
 - (6) FOR A NEW HIRE DURING THE REPORTING PERIOD, THE NEW HIRE'S:
 - (I) NAME;
 - (II) UNIQUE EMPLOYEE IDENTIFICATION NUMBER ASSIGNED BY THE CONTRACTOR;
 - (III) JOB TITLE;
 - (IV) HIRE DATE;
 - (V) COUNTY AND STATE OF RESIDENCE; AND
 - (VI) REFERRAL SOURCE.
- (D) VIOLATIONS.
- (1) IF THE ADMINISTRATOR DETERMINES THAT THE CONTRACTOR HAS NOT MADE BEST EFFORTS OR REPORTED AS REQUIRED UNDER THIS SECTION, THE ADMINISTRATOR SHALL ISSUE A WRITTEN DECISION DETAILING THE BASIS FOR THE DETERMINATION:
 - (2) A CONTRACTOR MAY APPEAL A WRITTEN DECISION OF THE ADMINISTRATOR THAT THE CONTRACTOR VIOLATED A PROVISION OF THIS SECTION TO THE COUNTY PURCHASING AGENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING A COPY OF THE DECISION.
 - (I) WITHIN A REASONABLE TIME OF RECEIPT OF A TIMELY APPEAL, THE PURCHASING AGENT MAY INVESTIGATE, REQUEST WRITTEN TESTIMONY, OR CONDUCT A HEARING, AS THE COUNTY PURCHASING AGENT DEEMS NECESSARY FOR THE REVIEW OF THE APPEAL. THE COUNTY PURCHASING AGENT'S DECISION ON THE APPEAL IS NOT SUBJECT TO APPEAL.
 - (II) IF THE CONTRACTOR DOES NOT APPEAL THE ADMINISTRATOR DECISION WITHIN 10 BUSINESS DAYS AFTER RECEIPT, THE DECISION OF THE ADMINISTRATOR IS DEEMED FINAL AND NOT APPEALABLE.
 - (3) IF THE FINAL DECISION OF THE ADMINISTRATOR, OR AFTER APPEAL, THE COUNTY PURCHASING AGENT IS THAT THE CONTRACTOR HAS VIOLATED THE PROVISIONS OF THIS SECTION AND THAT THE VIOLATION WAS INTENTIONAL, AT THE DISCRETION OF THE ADMINISTRATOR, THE CONTRACTOR, ANY OF ITS PRINCIPALS, OR ANY FIRM, CORPORATION, OR PARTNERSHIP IN WHICH THAT CONTRACTOR HAS AN INTEREST, MAY NOT BE AWARDED A CAPITAL IMPROVEMENT CONTRACT AND MAY NOT PERFORM ANY WORK ON ANY CAPITAL IMPROVEMENT CONTRACT FOR ONE YEAR FROM THE DATE OF THE FINAL DECISION.
 - (4) IF A CONTRACTOR IS LATE IN SUBMITTING REPORTS REQUIRED TO BE SUBMITTED UNDER THIS SECTION, THE COUNTY MAY POSTPONE PROCESSING PAYMENTS DUE UNDER THE CAPITAL IMPROVEMENT CONTRACT UNTIL THE REQUIRED REPORTS ARE SUBMITTED.

1 **Sec. [[4.131]]4.133. Severability.**

2 If any provision of this subtitle or its application to any person or circumstance is held invalid
3 for any person, such invalidity shall not affect the other provisions or any other application of this
4 subtitle which can be given effect without the invalid provisions or application; and to this end, all
5 provisions of this subtitle are hereby declared to be severable.

7 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that this Act
8 shall be construed prospectively to apply to all capital improvement contracts issued, delivered or
9 renewed beginning with the Fiscal Year 2028 Budget and Appropriation Ordinance.

11 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that this Act
12 shall become effective 61 days after its enactment.