

(II) DOES NOT PRECLUDE RECOVERY OF THE AMOUNT PAID IF IT SUBSEQUENTLY IS DETERMINED THAT THE DETERMINATION OF THE UNIT WAS NOT CORRECT.

~~[(d)]~~ (G) (1) A decision not to pay a contract claim ~~OR TO DENY PARTIAL PAYMENT OF THE CLAIM~~ is a final action for the purpose of appeal to the Appeals Board.

(2) The failure to reach a decision within the time required under subsection (c) of this section may be deemed, at the option of the contractor, to be a decision not to pay the contract claim.

~~[(e)]~~ (H) At the time of final payment, the unit shall:

(1) release the retainage due to the contractor; and

(2) pay any interest that:

(i) has accrued on the retainage from the time of payment of the semifinal estimate; and

(ii) is due and payable to the contractor.

15-220.

(a) Except for a contract claim related to a lease for real property, a bidder or offeror, a prospective bidder or offeror, or a contractor may appeal the final action of a unit to the Appeals Board.

(b) An appeal under this section shall be filed:

(1) for a protest, within 10 days after receipt of the notice of a final action;

and

(2) for a contract claim, within 30 days after receipt of the notice of a final action.

15-221.2.

(A) THIS SECTION ONLY APPLIES TO A CLAIM RESULTING UNDER A CONTRACT FOR CONSTRUCTION.

(B) THE APPEALS BOARD MAY AWARD TO A CONTRACTOR THE REASONABLE COSTS OF FILING AND PURSUING A CLAIM, INCLUDING REASONABLE ATTORNEY FEES, IF THE APPEALS BOARD FINDS THAT THE CONDUCT OF UNIT PERSONNEL IN PROCESSING A CONTRACT CLAIM IS IN BAD FAITH OR WITHOUT SUBSTANTIAL JUSTIFICATION.

(C) THE APPEALS BOARD SHALL ADOPT REGULATIONS TO IMPLEMENT THIS SECTION.

15-222.1.

~~(A) (1) NOTWITHSTANDING ANY PROVISION IN A PROCUREMENT CONTRACT, THE APPEALS BOARD MAY ORDER AN AGENCY TO PAY A PENALTY TO A~~