

SUBJECT TO THE PENALTIES PROVIDED IN THIS SUBTITLE.

(C) ANY ARCHITECT OR PROFESSIONAL ENGINEER, OR ANY CORPORATION OR PARTNERSHIP THEREOF, WHO SHALL OFFER TO PAY ANY FEE OR ANY OTHER CONSIDERATION CONTINGENT UPON THE MAKING OF ANY AGENCY CONTRACT FOR PROFESSIONAL SERVICES IS GUILTY OF A FELONY AND UPON CONVICTION IS SUBJECT TO THE PENALTIES PROVIDED IN THIS SUBTITLE.

(D) ANY AGENCY OFFICIAL WHO OFFERS TO SOLICIT OR SECURE, OR SOLICITS OR SECURES A CONTRACT FOR PROFESSIONAL SERVICES AND TO BE PAID, OR IS PAID, ANY FEE OR ANY OTHER CONSIDERATION CONTINGENT UPON THE MAKING OF SUCH A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE AGENCY AND ANY PERSON, PARTNERSHIP, OR CORPORATION IS GUILTY OF A FELONY AND UPON CONVICTION IS SUBJECT TO THE PENALTIES PROVIDED IN THIS SUBTITLE.

[[ 231-x. ]] 231-w. [[RIGHT TO TERMINATE]] TERMINATION FOR CAUSE.

(A) FOR THE BREACH OR VIOLATION OF THIS [[PROVISION]] SUBTITLE OR CONVICTION OF A CRIME ARISING OUT OF OR IN CONNECTION WITH THE PROCUREMENT OF ANY WORK TO BE DONE OR ANY PAYMENT TO BE MADE UNDER THE CONTRACT, CONSULTANT AGREEMENT OR OTHER OBLIGATION, THE [[USING AUTHORITY]] BOARD OF PUBLIC WORKS HAS THE RIGHT TO TERMINATE THE CONTRACT, CONSULTANT AGREEMENT OR OBLIGATION WITHOUT LIABILITY AND MAY DEDUCT FROM THE CONTRACT PRICE, OR OTHERWISE RECOVER, THE FULL AMOUNT OF THE FEE, COMMISSION, PERCENTAGE, GIFT OR CONSIDERATION.

(B) (1) UPON TERMINATION OF THE CONTRACT, CONSULTANT AGREEMENT OR OTHER OBLIGATION, THE ARCHITECT OR ENGINEER SHALL BE PAID ONLY THE EARNED VALUE OF WORK PERFORMED TO THE DATE OF TERMINATION PLUS TERMINATION COSTS AND HE SHALL REPUND ANY AND ALL PROFITS, OR FIXED FEE, REALIZED UNDER THE CONTRACT, CONSULTANT AGREEMENT OR OBLIGATION. IN ADDITION, THE ARCHITECT OR ENGINEER SHALL BE LIABLE [[TO THE USING AUTHORITY]] FOR ANY COSTS INCURRED [[BY THE USING AUTHORITY,]] OVER AND ABOVE THE MAXIMUM AMOUNT PAYABLE TO THE ARCHITECT OR ENGINEER AS SET FORTH IN THE CONTRACT, CONSULTANT AGREEMENT OR OTHER OBLIGATION IN COMPLETING THE WORK UNDERTAKEN BY THE ARCHITECT OR ENGINEER IN THE CONTRACT, CONSULTANT AGREEMENT OR OTHER OBLIGATION.

[[ (2) THE SANCTIONS PROVIDED HEREUNDER SHALL AS APPROPRIATE, IN THE DISCRETION OF THE USING AUTHORITY, BE APPLICABLE TO ANY CONVICTION AFTER THE EXPIRATION OF THE TERM OF THE CONTRACT, CONSULTANT AGREEMENT OR OTHER OBLIGATION. ]]

[[ (3) ]] (2) THE RIGHTS AND REMEDIES SET FORTH HEREIN