

The contract provision quoted in and required by subsection (a) of this section appears to condone contingent payments to a "bona fide employee or agent"; on the other hand, the substantive provisions of subsection (c) prohibits all contingent payments, without excepting these employees and agents. First, wouldn't anybody being paid a fee be at least an "agent"; and what is meant by "bona fide"? Second, why are fees to these persons excepted from subsection (a) and not subsection (c)?

Subsection (c) of this section prohibits only architects, engineers, and their corporations and partnerships from offering a contingent fee. What about their agents and employees?

Clarifying legislation would be appropriate.

## 2-315. AUDITS.

### (A) RATES SUBJECT TO POST AUDIT.

(1) THE RATES OF ARCHITECTS AND ENGINEERS PERFORMING SERVICES FOR A TRANSPORTATION AGENCY ARE SUBJECT TO POST AUDIT.

(2) IF THE COMPENSATION IS OVER \$25,000, ALL RATES USED IN COST-PLUS-FIXED-FEE CONTRACTS SHALL BE VERIFIED BY POST AUDIT.

### (B) AUDITS AVAILABLE TO LOCAL SUBDIVISION.

ON REQUEST, ANY STATE AUDIT OF AN ARCHITECT OR ENGINEER PROVIDING SERVICES FOR A TRANSPORTATION AGENCY SHALL BE MADE AVAILABLE TO THE PROCURING AUTHORITY OF ANY POLITICAL SUBDIVISION OF THIS STATE, IF THE PROCURING AUTHORITY IS CONSIDERING THE ARCHITECT OR ENGINEER FOR SERVICES ON A SPECIFIC PROJECT.

REVISOR'S NOTE: This section is new language derived without substantive change from Art. 41, §231U.

As to the uncertain scope of subsection (a) (1) of this section, see the discussion in the revisor's note to §2-312 of this subtitle.

## 2-316. TERMINATION OF CONTRACT.

### (A) CONTRACT MAY BE TERMINATED FOR VIOLATIONS.

THE BOARD OF PUBLIC WORKS MAY TERMINATE WITHOUT LIABILITY A CONTRACT FOR ARCHITECTURAL OR ENGINEERING SERVICES AND MAY DEDUCT FROM THE CONTRACT PRICE OR OTHERWISE RECOVER THE FULL AMOUNT OF ANY FEE, COMMISSION, PERCENTAGE, GIFT, OR CONSIDERATION PAID IN VIOLATION OF