

(b) The General Selection Board shall assure that the recommended person has the financial capacity to provide the services and to protect this State from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

(c) With each recommendation, the General Selection Board shall submit a statement of the reasons for the selection. This statement serves as a public notice of the selection.

[19-211.] 11-177. TRUTH-IN-NEGOTIATION CERTIFICATE; ADJUSTMENTS TO CONTRACT.

(a) A person may not be awarded under this subtitle any contract costing over \$100,000 unless the person has executed a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the time of contracting.

(b) (1) The certificate shall provide that the original price of the contract and any additions to the contract will be adjusted to exclude any significant sums if the General Selection Board determines that the price was increased due to inaccurate, incomplete, or noncurrent wage rates or other factual unit costs.

(2) The adjustment to the contract shall be made within 1 year after the end of the contract.

[19-212.] 11-178. AFFIDAVIT OF NONCOLLUSION.

A person may not be awarded a contract unless the person submits, with the price quotation, an affidavit of noncollusion.

[19-213.] 11-179. COST-PLUS-A-PERCENTAGE-OF-COST CONTRACTS.

(a) The cost-plus-a-percentage-of-cost type of contract may not be used.

(b) Fee schedules that are based on a percentage of construction costs of contracts resulting from completed designs prepared by architectural or engineering firms may not be used.

[19-214.] 11-180. CONTINGENT FEES PROHIBITED.

(a) Each contract for architectural SERVICES or engineering services shall contain a prohibition against contingent fees as follows: "The architect or engineer, ~~AS APPLICABLE~~, [as applicable] warrants that [he] THE ARCHITECT OR ENGINEER has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the architect or engineer, to solicit or secure this agreement, and that [he] THE ARCHITECT OR ENGINEER has not paid or agreed to pay any person, partnership, corporation, or other