

ON REQUEST BY A PROCURING AUTHORITY OF ANY POLITICAL SUBDIVISION OF THE STATE THAT IS CONSIDERING AN ARCHITECT OR ENGINEER FOR A SPECIFIC PROJECT, ANY STATE AUDIT OF THE ARCHITECT OR ENGINEER SHALL BE MADE AVAILABLE.

REVISOR'S NOTE: This section is new language derived without substantive change from former SF §§ 11-163 and 11-181.

Defined terms: "Architectural services" § 11-101
"Engineering services" § 11-101
"Procurement contract" § 11-101
"Transportation unit" § 13-301 "Unit" § 11-101

13-321. TERMINATION OF CONTRACT BY BOARD.

(A) CONDITIONS.

THE BOARD MAY TERMINATE WITHOUT LIABILITY A PROCUREMENT CONTRACT FOR ARCHITECTURAL SERVICES OR ENGINEERING SERVICES IF:

(1) THERE HAS BEEN A CONVICTION OF A CRIME ARISING OUT OF OR IN CONNECTION WITH THE PROCUREMENT CONTRACT OR ANY PAYMENT TO BE MADE UNDER THE PROCUREMENT CONTRACT; OR

(2) THERE HAS BEEN A BREACH OR VIOLATION OF:

(I) ANY PROVISION OF THIS SUBTITLE; OR

(II) A CLAUSE OF THE PROCUREMENT CONTRACT AGAINST CONTINGENT FEES REQUIRED UNDER § 13-319(A) OF THIS SUBTITLE.

(B) RECOVERY OF CONSIDERATION.

SUBJECT TO SUBSECTION (A) OF THIS SECTION, THE BOARD MAY DEDUCT FROM THE PROCUREMENT CONTRACT PRICE OR OTHERWISE RECOVER THE FULL AMOUNT OF ANY FEE, COMMISSION, GIFT, PERCENTAGE, OR OTHER CONSIDERATION PAID IN VIOLATION OF THIS SUBTITLE.

(C) EFFECT ON CONTRACTOR.

IF A PROCUREMENT CONTRACT IS TERMINATED UNDER THIS SECTION, THE CONTRACTOR:

(1) IS ENTITLED ONLY TO THE EARNED VALUE OF THE WORK COMPLETED AS OF THE DATE OF TERMINATION, PLUS TERMINATION COSTS;

(2) IS LIABLE FOR ANY COSTS INCURRED FOR COMPLETION OF THE WORK OVER THE MAXIMUM AMOUNT PAYABLE TO THE CONTRACTOR UNDER THE PROCUREMENT CONTRACT; AND