



MEMORANDUM

TO: Theresa Reynolds
Director Grants and Special Programs

FROM: W. Douglas Burton, P.E.
Director of Engineering

SUBJECT: Recommendation of Contract Amendment #3
Contract #89-2016 - Meadows-Northland-Arlington
Neighborhood Improvement Projects Phases 6A – 6C

DATE: August 19, 2024

Enclosed please find Contract Amendment #3 for the MNA-Phase 6A – 6C Project. The purpose is to amend Prime AE (previously Integrated Engineering) contract to include Design Services for Rosemary Ave. This Design is necessary to complete the remaining Area's of Phase 6.

There is no additional design work needed for Sanitary Sewers associated with this amendment. The total amount for Contract Amendment #3 is \$44,300 bringing the new total to \$405,123.

C: Mark Feibes, P.E.
Andrew Grunwald, P.E.

24.CO#3-Design Services MNA-6.doc



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION #2

Date: August 7, 2024
 Project: Meadows-Northland-Arlington Phase 6
 Location: Rosemary Ave.

To : Integrated Engineering (Now Prime AE)
 651 Perimeter Drive, Suite 300
 Lexington KY 40517

Resolution No: 202-2016
 Contract Modification No: 3

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL	Phase 6C-1 Construction Administration	LS	1	\$ 8,000.00	\$ 8,000.00	\$ -
2	DEL	Phase 6C-2 Final Design	LS	1	\$ 24,000.00	\$ 24,000.00	\$ -
3	ADD	Phase 7 - Rosemary Ave - Survey	LS	1	\$ 17,500.00	\$ -	\$ 17,500.00
4	ADD	Phase 7 - Rosemary Ave - Preliminary and Final Design	LS	1	\$ 49,000.00	\$ -	\$ 49,000.00
5	ADD	Phase 7 - Rosemary Ave - Construction Administration	LS	1	\$ 9,800.00	\$ -	\$ 9,800.00
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -

Total decrease	\$ 32,000.00	
Total increase		\$ 76,300.00
Net (increase) in contract price		\$ 44,300.00

Current Contract Amount = \$360,823.00

New Contract Amount = \$405,123.00

Recommended by Andrew Cornwell (Proj. Engr.)
 Accepted by Stephen Coalson (Consultant)
 Approved by [Signature] (Urban Co. Engr.)
 Approved by Spay Albright (Commissioner)
 Approved by _____ (Mayor or CAO)

Date 8/7/24
 Date 8/7/24
 Date 8/19/24
 Date 8/19/24
 Date _____

JUSTIFICATION FOR CHANGE

PROJECT: MNA-6A- 6C

RESOLUTION NO. 202-2016

CHANGE ORDER: 3

1. Necessity for change:

2. Is proposed change an alternate bid? ___ Yes X No
3. Will proposed change alter the physical size of the project? ___ Yes X No
If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___ Yes X Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___ Yes X No
If "Yes", will the policies be extended? ___ Yes ___ No
7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

Mayor_____
Date


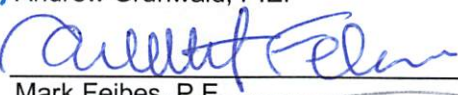
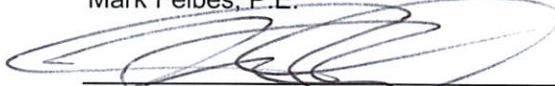
CONTRACT HISTORY FORM

Project Name: MNA Neighborhood Improvements Project Phases 6A - 6C Engineering Services
Contractor: Integrated Engineering
Contract Number and Date: 89-2016 April 21, 2016
Responsible LFUCG Division: Division of Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount:	\$	<u>319,000.00</u>	
Next Lowest Bid Amount:			
<u>N/A</u>			
B. Amount of Selected Alternate or Phase:	\$	<u> </u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>319,000.00</u>	
D. Amended Contract Amount:	\$	<u>319,000.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>41,823.00</u>	<u>13.1%</u> <small>(Line E / Line D)</small>
F. Amount of This Change Order:	\$	<u>44,300.00</u>	<u>13.9%</u> <small>(Line F / Line D)</small>
G. Total Contract Amount:	\$	<u>405,123.00</u>	

SIGNATURES

Project Manager:	 Andrew Grunwald, P.E.	Date: <u>8/7/24</u>
Reviewed by:	 Mark Feibes, P.E.	Date: <u>08/07/24</u>
Division Director:	 W. Douglas Burton, P.E.	Date: <u>8/19/24</u>



March 7, 2024

Andrew Grunwald, PE
LFUCG Engineering
101 East Vine Street; 4th Floor
Lexington, KY 40507

Subject: *Civil Engineering Services Proposal
Meadows-Northland-Arlington (MNA) Rosemary Avenue - Lexington, KY*

Dear Andrew,

PRIME AE Group, Inc. (PRIME AE) would like to thank you for the opportunity to submit a proposal for the needed professional civil engineering services associated with the development of plans for replacement and addition of curb and gutter and sidewalk, pavement replacement, replacing existing sanitary sewer and addition of storm sewer structures and piping for the designated areas delineated in Exhibit A along Rosemary Avenue and Loneta Avenue in Lexington, Kentucky of this proposal. Based on our understanding and design experience working on similar projects in the region we offer the following scope of services and associated fees:

Survey

\$17,500

- Corridor Survey: PRIME AE will provide a new topographic survey of the corridor as shown in the exhibit including roadway, curb and gutter, sanitary sewers, and storm sewers in the area. The limits are to the back of sidewalk/right of way.
- Right of way / Deed Research: PRIME AE Group, Inc. will obtain plat and deed information as listed on the PVA and County Clerks office to reconcile properties with found field items (fences, hedges, property pins, etc). This will not be to the levels of a boundary survey but will supplement GIS information provided by LFUCG.
- Existing Conditions Plan: PRIME AE will utilize the new topographic survey and create an Existing Conditions plan for the Civil Package.

Improvement Plans Civil Package (Preliminary and Final Design)

\$49,000

PRIME AE will prepare The Improvement Plans Civil Package that will be utilized for the construction of the project. Our scope of services will include the following:

- Preliminary Plan / Profile: The preliminary plans will be provided at an accelerated schedule for early review and comment.
- Demolition Plan: The Demolition Plan will include any necessary demolition plans and notes as needed in preparation of the new construction.
- Overall Road Plan, Road Plan and Profile, Storm Sewer Plan and Profile, Sanitary Sewer Plan and Profile, and Erosion Control Plans: A complete Civil Package Plan set will be created for the bidding and construction of this project. The plan sheets may be individual sheets or may be combined if appropriate.
 - Overall Road Plan
 - Road Plan and Profiles (20 scale)
 - Storm Sewer Plan and Profiles
 - Sanitary Sewer Plan and Profiles, including lateral connections
 - Erosion Control Plan
 - Erosion Control Notes and Details





- **Construction Details:** The Detail Sheet(s) will include pavement details based upon input and design recommendations by the project geotechnical engineer (if applicable). If a pavement design is not provided by the geotechnical engineer, PRIME AE Group, Inc. will select standard pavement design provided by LFUCG standards. The detail sheet will include curb, sidewalk, entrance aprons, and retaining wall details (if needed).
- **Preparation of Contract Documents:** PRIME AE will prepare a full set of contract documents to include the advertising of the bid, information for bidders, form of proposal, general and special conditions, the contract agreement, sections for performance and payment bonds and the technical specifications for the project.
- **Meetings:** PRIME AE will attend any needed coordination meetings associated with our preparation of the Improvement Plans Civil Package

Bidding and Construction Administration

\$9,800

PRIME AE will provide the needed administration services during the bidding and construction phases of this project. Our services will include the following:

- Bidding Phase Contractor Coordination (i.e., Q&A, addendum preparation, etc.)
- Pre-Construction Meeting Assistance & Attendance
- Shop Drawing Review (2 Reviews per Submittal)
- Assistance & Attendance at Monthly Construction Progress Meetings
- Up to 5 As-Need Site Visits During Construction
- Answer Contractor Questions (RFI's, etc.)
- Punch List / Final Walk Through Meeting with Contractor

Total Lump Sum Base Fee	\$76,300
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ADDITIONAL SERVICES

Additional Services Rates:

Easement Plats: \$3,500 Each

Any additional services defined in this proposal will be billed according to the following rates:

Project Manager	\$190.00 per hour
Project Engineer (PE)	\$180.00 per hour
Professional Land Surveyor (PLS)	\$160.00 per hour
Project Engineer (EIT)	\$125.00 per hour
Senior Engineering Technician	\$125.00 per hour
2 Person Field Crew (Party Chief & Instrument Person)	\$185.00 per hour
1 Person Robotic Crew / GPS	\$145.00 per hour
Clerical	\$95.00 per hour



Lexington
651 Perimeter Drive, Suite 300
Lexington KY 40517
859.368.0145

Exclusions to Scope of Work:

It is understood that PRIME AE shall not be providing any of the following services as part of this project unless specifically directed by the Client and authorized by an amended agreement: PRIME AE can solicit sub-consultants for these tasks, or if selected by the Client; we will incorporate their information into our plans.

Boundary & Topographic (ALTA Survey)

Permitting

Stormwater Management Plan and Stormwater Detention

Traffic Engineering Services ((i.e., Traffic Impact Studies & Traffic Micro-Simulations)

Geotechnical Exploration

Construction Inspection and Staking

Environmental Assessments

Recording Fees

Any item not specifically outlined above in our scope of services.





Lexington
651 Perimeter Drive, Suite 300
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859.368.0145

Closure

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein. If you agree with this Proposal, please return an executed copy of this Proposal. This fee is good for 90 days from the date of signature.

If you have any questions, please feel free to contact me.

Sincerely,

Stephen Garland, PE
PRIME AE Group, Inc.

Enclosures: Exhibit A (Project Limits)
PRIME AE Group, Inc. Standard Terms & Conditions

Cc: Bill Lester, PE (PRIME AE Group, Inc.)

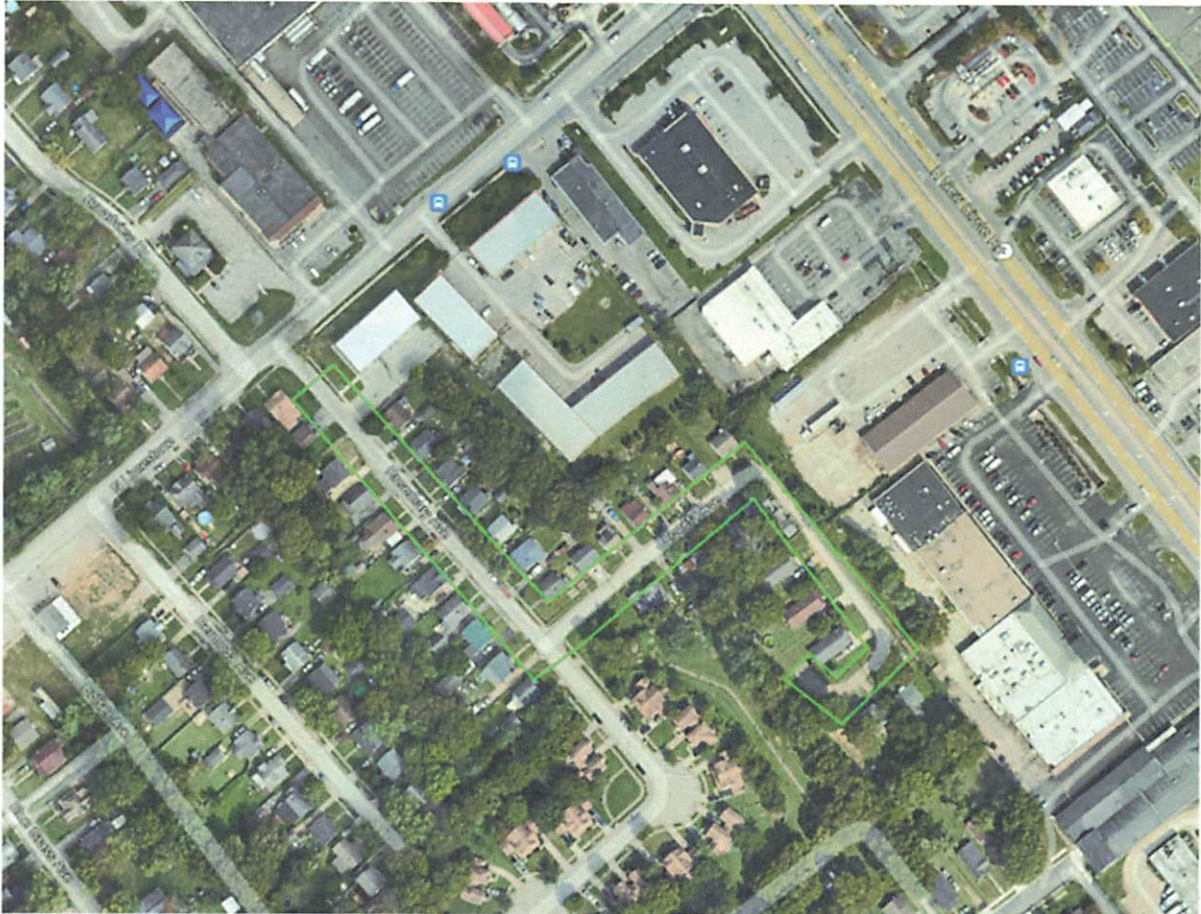
AGREED TO BY CLIENT:

NAME: _____ TITLE: _____
DATE: _____

AGREED TO BY PRIME AE GROUP, INC.:

NAME: Stephen Garland TITLE: Director
DATE: _____

Exhibit A





PRIME AE Group, Inc. Standard Terms & Conditions

1. **General.** These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. **Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

6. **Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client





**PRIME AE Group, Inc.
Standard Terms & Conditions**

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's

fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain





**PRIME AE Group, Inc.
Standard Terms & Conditions**

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Services During Construction. If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by

others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. Certifications. PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. Reliance. PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. Opinion of Probable Costs. When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of





PRIME AE Group, Inc.
Standard Terms & Conditions

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after

the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Precedence. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. Severability. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. Survival. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. Governing Law. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. Assignment. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

