



REQUEST FOR PROPOSALS

CONSULTANT SERVICES FOR THE UPDATE TO THE AMERICANS WITH DISABILITY ACT SELF-EVALUATION AND TRANSITION PLAN

FOR THE CITY OF LINCOLN

October 16, 2009

The City of Lincoln Development Services Department is seeking written proposals from qualified consultants to prepare an update to the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for conformance of the City of Lincoln with applicable state and federal accessibility codes and guidelines.

Requested services include, but are not limited to assessment of the following:

- Identification of public facilities for potential architectural and communications barriers.
- Accessibility of approach and entrance.
- Access to goods and services.
- Access to accessible routes of public transit.
- Access to rest rooms.
- Recommendations for corrections to provide accessibility.

BACKGROUND

28 CFR Part 35.150(d) requires that all public entities with 50 or more employees create a "Transition Plan" that sets forth the steps necessary to ensure compliance with the ADA and its implementing regulations. In implementing the plan, the entity is to give priority to areas accessing governmental buildings, transportations facilities and commercial facilities; residential areas are secondary. The Transition Plan must (1) identify physical obstacles limiting accessibility; (2) describe methods to be used to make the site accessible; (3) specify a schedule for achieving compliance; and (4) identify the official

600 Sixth Street
Lincoln, CA 95648
(916) 434-2400

Administrative Services - City Manager's Office - Community Development
Fire - Library - Recreation - Police - Public Works

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responsible for implementation of the plan (28 CFR Part 35.150(d)(3)). In addition, employers, including public entities must assure access for the disabled to services and programs.

The City of Lincoln has experienced unprecedented growth over the past ten years. This growth has resulted in development of numerous new City facilities, and additions and modifications to existing facilities. There have also been various revisions to the ADA and State of California Access Codes that may have caused some previously constructed improvements to become no longer in conformance with applicable codes, and to confirm conformance of applicable codes in development of new facilities and modifications to existing facilities.

SCOPE OF WORK

Prepare an update to the City of Lincoln Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan to include identification of potential architectural and communications barriers which may limit access in City owned facilities, including access to public transportation, sidewalk and road barriers. Other facilities to be audited include public spaces such as parking and recreational facilities. Services shall include site and program accessibility compliance audits to provide the basis for identification, prioritization, budgeting, and implementation of plans which assist the City in its continuing efforts to comply with accessibility requirements as required by the ADA and State of California Access Codes.

A findings and implementation report must be submitted which identifies barriers to access, prioritizes or rates them by impact and proposes remedial steps to mitigate, remove or otherwise address identified barriers. Priorities should be established which reflect the ADA guidelines.

The following City of Lincoln facilities shall be included in the plan:

	Facility	Address
1	City Hall	600 Sixth Street
2	Corporation Yard	2100 Flightline Drive
3	Fire Station 33	17 McBean Park Drive
4	Fire Station 34	126 Joiner Parkway
5	Fire Station 35	2525 East Joiner Parkway
6	Police Department Headquarters	640 Fifth Street
7	Police Department Substation	770 Seventh Street
8	Police Activities League Building	H Street

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	Facility	Address
9	Lincoln Airport	1420 Flightline Drive
10	Wise Road House	3855 Wise Road
11	Carnegie Library	590 Fifth Street
12	Twelve Bridges Library	485 Twelve Bridges Drive
13	Civic Center	472 E Street
14	Community Center	2010 First Street
15	McBean Park: Pavilion, BBQ Area, Restrooms, Swimming Pool	65 McBean Park Drive
16	Twelve Bridges Park	2450 Eastridge Drive
17	Joiner Park	1701 Nicolaus Road
18	Peter Singer Park	371 Danbury Drive
19	Wilson Park	2325 East Joiner Parkway
20	Markham Park	1175 Toyon Circle
21	Sheffield Park	681 Sheffield Land
22	Machado Park	646 Downing Circle
23	Auburn Ravine Park	1100 Moore Road
24	Scheiber Park	2472 Third Street
25	Coyote Pond Park	2543 Old Kenmare Road
26	Pete Demas Park	1165 Stansbury Lane
27	Brown Park	1899 McClain Drive
28	Foskett Regional Park	1911 Finney Way
29	Lincoln Area Chamber of Commerce Building	540 F Street
30	Existing Downtown Parking (on-street)	McBean Park Drive to Sixth Street and G Street to E Street (not including G Street or McBean Park Drive)

Consultant shall assist the City of Lincoln in completing an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

1. Identify and obtain all necessary documents and materials to conduct the audit process and survey.

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2. Review City policies, documentation and program execution procedures to identify issues which may be discriminatory to people with disabilities. Policy documents will include City policy documents that affect the public. The review should evaluate current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing transportation, communications and emergency procedures.
3. Produce Facility Diagrams of public building interiors and exteriors for use in the ADA Transition Plan. Diagrams should note location of architectural barriers. If available, the City will provide any existing blueprints, CAD files, emergency evacuation diagrams, or other graphics or information that portrays City facilities.
4. Conduct surveys of the portions of all public use and interior features of the sites and buildings listed in above that provide programs, services or activities to the public will be surveyed. The survey will identify physical barriers in each facility that limit accessibility and compare each facility to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).

Building and surrounding elements to be included in the facilities survey will include if applicable:

Building and Site Features:

- Parking Areas
- Passenger Loading Zones
- Curb Ramps
- Walks and Pedestrian Paths
- Ramps
- Stairs
- Restrooms
- Auditorium
- Locker Rooms
- Kitchens / Kitchenettes
- Eating / Vending Areas
- Hazards (overhanging and protruding Recreation Feature objects)
- Doors and Gates
- Signs
- Drinking Fountains
- Telephones
- Building Levels and Lifts
- Elevators
- Turnstiles
- Transaction Counters
- Game and Sports Areas

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- Grandstands / Bleachers
- Sprinklers
- Picnic Areas
- Site Furnishings
- Fixed Benches
- Wood Stoves and Fireplaces
- Storage Facilities for Mobility Devices

Types of Spaces:

- Corridors / Aisles
- Rooms
- Multiple User and Single Occupant Restrooms
- Utilities in Recreation Areas
- View Areas
- Play Equipment Areas (access to area only)

5. Develop Facility Reports for each site and building, detailing each item found to be in noncompliance. The reports will become the property of the City of Lincoln for future reference and update as needed.

Reports must include:

- Listing of each specific barrier encountered during the survey process.
 - A feasible conceptual solution to resolving the barrier.
 - Planning level cost estimates for the removal of each barrier.
 - Priority Level.
6. Evaluate the City's baseline condition for sidewalks and curb ramps in the Public Right of Way leading to public buildings and sites and develop a prioritized plan for accessibility compliance.
 7. Prepare the Self-Evaluation and Transition Plan to include the following:
 - Review of Policies and Findings
 - Findings of Evaluation of Programs, Activities and Services
 - Findings of Facility Surveys
 - One pdf copy of the transition plan to City staff for copying and distribution
 8. Prepare and present a presentation of findings and Q&A session for City Management to clarify information and finalize process.

The transition plan shall be complete no later than April 30, 2010 so that implementation of the plan can be included in the City's budget for the following fiscal year, commencing on July 1, 2010.

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GENERAL REQUIREMENTS

- A. The successful proposer will be required to work closely with the designated Project Manager for the City of Lincoln. Similarly, the successful proposer will be expected to identify an individual who will serve as the key contact person and to specify other staff that will perform various tasks. Any substitutions of staff during the course of the contract must be agreed upon by the Project Management Team in writing, in advance of such substitution.
- B. Required Information to be Included in Response
1. Cover sheet signed by an individual authorized to make commitments on behalf of the proposer.
 2. Statement of Project Understanding: Describe an understanding of the process and steps to occur to complete the requirements of the Semi-Annual Monitoring and Reporting after the contract is awarded.
 3. Qualification of the Firm/Team: Include a background of the firm/team, number of professionals (by discipline) and support staff, major focus of practice, range of services and references. Where the collaborative approach is proposed, this narrative must also include all sub-consultants involved.
 4. Examples of Comparable Services: Include the project name, location, scope of services, approximate dollar value of the annual administration, key project staff involved and their involvement, and project references.
 5. Resumes of Key Staff: List by title those in key roles for this project. Include background and involvement with projects of similar scope, scale, and elements. Also include lead staff in each discipline required for this project.
 6. Estimated Fee for Services: A separate sealed envelope shall be submitted with proposal including the billing rates of all project personnel and any other costs that the proposer expects to bill to complete the project requirements.
 7. Sample Documents: Include copies of ADA Transitions Plans for facilities similar in nature to those that are included in this project that the proposer has prepared for other clients.
 8. Upon review and rating by City Staff, up to three consulting firms may be requested to participate in oral interviews.

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INSTRUCTIONS FOR SUBMITTING PROPOSALS

Three bound copies and one pdf copy on USB flash drive of the requested information should be delivered to the following address not later than **4:00 p.m. on Friday, November 20, 2009**:

City of Lincoln Development Services Department
Attention: Ray Leftwich, P.E., Senior Civil Engineer
600 Sixth Street
Lincoln, CA 95648
Phone: (916) 434-2457
Fax: (916) 645-6152
rleftwich@ci.lincoln.ca.us

All requests for clarification of the RFP shall be submitted by email to the Project Manager, Ray Leftwich, at rleftwich@ci.lincoln.ca.us. **All requests for clarification must be received no later than 5:00 p.m. Thursday, November 12, 2009.** Requests for clarification received after this date will be discarded.

Any consulting firms downloading this Request For Qualifications from the City of Lincoln Web Site, or any source other than Ray Leftwich, P.E., Project Manager, and desires to be considered for selection shall contact the above City Representative prior to November 12, 2009 and provide contact information for any correspondence generated through the clarification process. Any Proposals submitted by Consulting Firms not complying with this contact information request will be returned unopened and will not be considered responsive.

PROPOSAL SELECTION PROCESS AND CRITERIA

Criteria

Proposals will be evaluated using the following criteria:

Project Understanding	25 Points
Familiarity with Laws and Procedures	20 Points
Quality of Staff	20 Points
Relevant Experience	25 Points
Proposed Methodology & Schedule	<u>10 Points</u>
Total Points Possible:	100 Points

Responsiveness of Proposals. All proposals must be in writing and fully responsive to this RFP. Non-responsive proposals or proposals found to be irregular or not in conformance with the requirements and instructions contained herein will not be considered or evaluated. Other conditions which may lead to

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the selection committee's decision not to evaluate a proposal include obvious lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all proposals for any reason whatsoever.

Waivers. The City may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals.

Final Selection. Following the initial review and screening of all proposals, two or more firms may be invited to participate in the final selection process, which may include participation in an oral interview. The City requests that consultants make themselves available if asked to participate in an interview.

ESTIMATED TIMELINE FOR SUBMISSION, REVIEW, AND SELECTION

Request for Proposals Advertised	October 16 th (Website) October 22 nd (Local paper of Circulation)
Deadline for Written Questions	November 12, 2009
Responses to Questions	NLT November 17, 2009
Deadline for Submission of RFP	November 20, 2009
Consultant Selection/Notification	December 4, 2009
Service Agreement to City Council	January 12, 2010

If you have any questions, please call Ray Leftwich, P.E., Senior Civil Engineer at (916) 434-2457.

Sincerely,


Ray Leftwich, P.E.
Senior Civil Engineer


Steven V. Palmer, P.E.
Interim City Engineer

Attachments: Exhibit A. Additional Information
 Exhibit B. Sample Agreement for Professional Services

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EXHIBIT A

CONSULTANT SERVICES AGREEMENT

The firm selected to produce and execute the recommended scope of services in this RFP will be required to execute a Professional Services Agreement with the City (see Exhibit B).

CONFLICT OF INTEREST

Consultant warrants and covenants that no official or employee of the City, nor any business entity in which an official of the City has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

ASSIGNMENT

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the City, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

COSTS INCURRED IN RESPONDING

This Request for Proposals does not commit the City to pay any costs incurred by any individual, firm, partnership or corporation in the submission of the proposals or to make necessary studies or designs for the preparation thereof, or to procure or contract for any articles or services.

INSURANCE REQUIREMENTS

The successful proposer shall provide a Certificate of Insurance naming the City of Lincoln as additional insured for the following:

- A. Worker's Compensation
- B. General Liability and Property Damage with a combined limit of \$1,000,000.00
- C. Automobile Liability Insurance in an amount not less than \$500,000.00

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- D. The policy shall not be cancelable without thirty (30) days advance written notice to the City, and shall be in a form and by a surety approved by the City.
- E. In the event the policy is canceled prior to the completion of the project and the Consultant does not furnish a new Certificate of Insurance prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from contract monies due to the Consultant.
- F. If the policy is a claims made policy, the policy shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein.
- G. As used above, the term "Consultant" includes the Consultant, and its officers, agents or employees.

INDEMNIFICATION

- A. Consultant agrees to save harmless and to indemnify the City from every claim or demand which may be made for any injury or death, or damage to property caused by Consultant in the performance of this contract.
- B. Such duty shall be irrespective of the date upon which the claim or demand is asserted.
- C. If any judgment is rendered against the City for any injury, death or damage caused by consultant in the performance of this contract, Consultant shall, at his own expense, satisfy and discharge any judgment.
- D. None of the foregoing paragraphs shall be applicable if the injury, death or damage is caused solely by the City negligence.
- E. Consultant agrees that it shall immediately notify City and Consultant's insurance carriers of any incident occurring during performance of this contract which may result in a claim of liability.
- F. As used above, the term "City" means the City of Lincoln, or its officers, agents or employees.
- G. As used above, the term "Consultant" includes Consultant and Consultant's officers, agents or employees.



EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR THE UPDATE TO THE AMERICANS WITH DIABILITY ACT SELF-EVALUATION AND TRANSITION PLAN FOR THE CITY OF LINCOLN

THIS AGREEMENT is made at Lincoln, California, as of **January 12, 2010**, by and between the CITY OF LINCOLN, a municipal corporation ("City") and **INSERT NAME/COMPANY/ADDRESS**, a California corporation ("Consultant"), who agree as follows:

- 1) Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2) Contract Period. Contract work will begin **January 12, 2010** and continue through **June 30, 2010**.
- 3) Payment. City shall pay to Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.
- 4) Facilities, Equipment, and Other Materials. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities, equipment, and other materials listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
- 5) General Provisions. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.
- 6) Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

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7) Time for Performance. Time is of the essence and subject to City's compliance with Exhibit C. Failure of Consultant to perform any service within the time limits set forth in Exhibit A shall constitute material breach of this Contract.

Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

Executed as of the day first above stated.

NAME/COMPANY/ADDRESS

a California Corporation

CITY OF LINCOLN,
a municipal corporation

(Authorized Signature)

Jim Estep, City Manager

ATTEST:

APPROVED AS TO FORM:

Patricia Avila, City Clerk

Tim Hayes, City Attorney

FOR CENTRAL SERVICES DIVISION USE ONLY	
CONTRACT NO:	_____
ACCOUNT CODE:	_____
ENCUMBRANCE:	_____
I certify upon my own personal knowledge that budgeted funds are available for the period and the purpose of the expenditure stated above:	

Joe Aguilar, Interim Administrative Services Director	



EXHIBIT A
SCOPE OF SERVICES





EXHIBIT B

TIME AND MANNER OF PAYMENT

- The cost for undertaking the task(s) addressed in the Scope of Work shall not exceed **\$XXXXXXX**.
- Invoices will be scheduled for payment within thirty (30) working days of receipt by the Administrative Services Department.
- All compensation shall be billed in accordance with the Scope of Work attached as Exhibit A.
- All task(s) outlined in Exhibit A shall be completed no later than **170** days after the execution of this agreement.



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EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS

- Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in Exhibit A.





EXHIBIT D

GENERAL PROVISIONS

- 1) Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
- 2) Licenses; Permits; etc. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approval of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
- 3) Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
- 4) Indemnification. Consultant hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims arising out of the willful or negligent acts, errors or omissions of Consultant relating to this Agreement.

5) Insurance.

(A) General Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(B) Automobile Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

(C) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 on a claims-made annual aggregate basis.

(D) The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.

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(E) Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(F) Cancellation. Each insurance policy required in this paragraph shall not be canceled or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

- 6) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
- 7) Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 8) Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 9) Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- 10) Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
- 11) City Representative. The City Manager is the representative of the City and will administer this Agreement for the City.
- 12) Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of

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termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event the City shall terminate this Agreement:

(A) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographings, computer floppy disks, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

(B) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

(C) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, that in no event shall any payment hereunder exceed amount of this agreement and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the City Manager shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

- 13) Non-Discrimination. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.
- 14) Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver such documents to City on completion of the services hereunder.
- 15) Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover his reasonable attorney's fees, including those incurred on appeal, if any.
- 16) Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.
- 17) Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

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- 18) Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
- 19) Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
- 20) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

